



UNIVERSITY OF CENTRAL FLORIDA

**Board of Trustees**  
**Finance and Facilities Committee Meeting**  
**July 18, 2019**  
**10:45 a.m. (Or upon adjournment of previous meetings)**  
**FAIRWINDS Alumni Center**  
**Conference call in phone number 800-442-5794, passcode 463796**

**AGENDA**

- |   |   |
|---|---|
| <b>I. CALL TO ORDER</b>   | Alex Martins<br><i>Chair, Finance and Facilities Committee</i>  |
| <b>II. ROLL CALL</b>  | Tracy D. Slavik<br><i>Coordinator for Administration and Finance Division</i>   |
| <b>III. MEETING MINUTES</b>   |   |
| <ul style="list-style-type: none"><li>• <a href="#">Approval of the June 19, 2019, Finance and Facilities Committee meeting minutes</a></li></ul> | Chair Martins   |
| <b>IV. NEW BUSINESS</b>   | Chair Martins   |
| <ul style="list-style-type: none"><li>• Legislative Budget Requests (<a href="#">FFC-1</a>)</li></ul>   | Dennis Crudele<br><i>Interim Chief Financial Officer</i>  |
| <ul style="list-style-type: none"><li>• Five-year Capital Improvement Plan (<a href="#">FFC-2</a>)</li></ul>                                      | Misty Shepherd<br><i>Interim Vice President for Administrative Affairs and Operations</i><br>Duane Siemen<br><i>Interim Associate Vice President for Facilities</i> |
| <ul style="list-style-type: none"><li>• UCF and Valencia College Partnership Agreement for Downtown Campus (<a href="#">FFC-3</a>)</li></ul>      | Misty Shepherd<br>Mike Kilbride<br><i>Assistant Vice President, UCF Downtown</i><br>Jennifer Cerasa<br><i>Senior Associate General Counsel</i>                      |

- Centroplex Lease Agreement with City of Orlando ([FFC-4](#))  
Misty Shepherd  
Mike Kilbride  
Jennifer Cerasa
- Addendum to Management Agreement between Creative Village SHP Owner, LLC and UCF Board of Trustees ([FFC-5](#))  
Misty Shepherd  
Mike Kilbride  
Jennifer Cerasa
- Student Transportation Services Agreement ([FFC-6](#))  
Misty Shepherd  
Kris Singh  
*Director, Parking and Transportation Services*
- Sublease of South Orlando Campus to Orange County ([FFC-7](#))  
Misty Shepherd  
Jennifer Cerasa
- UCFAA Fifth Third Lines of Credit Renewal ([FFC-8](#))  
Misty Shepherd  
Brad Stricklin  
*Senior Associate Athletics Director and Chief Financial Officer*
- 7-Eleven Lease at Knights Plaza ([FFC-9](#))  
Misty Shepherd  
Ronnie Lamkin  
*General Manager, UCF Convocation Corporation*
- 2018 Capital Projects Summary ([INFO-1](#))  
Misty Shepherd  
Bill Martin  
*Director, Facilities Planning*
- 2019-20 University Operating Budget Amendment ([INFO-2](#))  
Dennis Crudele

**V. OTHER BUSINESS**

Chair Martins

**VI. CLOSING COMMENTS**

Chair Martins



UNIVERSITY OF CENTRAL FLORIDA

Board of Trustees  
Finance and Facilities Committee Meeting  
President's Boardroom, Third Floor, Millican Hall  
June 19, 2019

**MINUTES**

**CALL TO ORDER**

Trustee Alex Martins, chair of the Finance and Facilities Committee, called the meeting to order at 8:30 a.m. Committee members Kyler Gray, John Lord, and David Walsh were present. Committee member Robert Garvy attended by teleconference. Trustees Joseph Conte, Beverly Seay, and Bill Self were present. Trustee Ken Bradley attended by teleconference.

Chair Martins opened the meeting with commentary regarding the report issued by Joey Burby of the Bryan Cave law firm at the Board of Governors' Audit and Compliance Committee meeting last week on the status of the UCF investigation.

Burby's findings included projects that at one point received Education and General (E&G) funds. These projects had already been acknowledged by the internal UCF investigation. Burby's list did not distinguish whether the funds were spent or replenished, nor whether they were allowable uses of E&G funds.

The UCF Board of Trustees' self-directed investigation identified all but three of the projects on Burby's list. The three projects were known to staff during this past September's assessment but deemed allowable based on staff's best judgement at that time. Also, these three projects are from 2012 and extend past most of this board's tenure. Conversations are occurring with staff and the BOG to see if E&G funds need to be replenished for the three projects. Martins noted that the spent or transferred E&G funds, other than the three projects awaiting BOG guidance, were corrected in September 2018.

Interim Chief Financial Officer Dennis Crudele is researching the projects and their funding and working with Board of Governors (BOG) staff. The BOG has stated that no determination will be made until the Bryan Cave investigation has concluded.

Martins said he is confident that current staff has worked honestly, with integrity, and with transparency, and that the UCF board is upholding its fiduciary responsibility. Martins further stated the UCF board has taken action, continues to take action, and continues to force change and accountability. This will continue until UCF's system of transparency and accountability is in order.

## MEETING MINUTES

The minutes of the May 16, 2019 Finance and Facilities Committee meeting were approved as submitted.

## NEW BUSINESS

### Center for Emerging Media Name Change (FFC-1)

Misty Shepherd, Interim Vice President for Administrative Affairs and Operations, and Mike Kilbride, Assistant Vice President for UCF Downtown, presented for approval a request to change the name of the Center for Emerging Media to the Communication and Media Building.

Currently, the Florida Interactive Entertainment Academy (F.I.E.A.) and the Center for Research and Education in Arts, Technology, and Entertainment (C.R.E.A.T.E.) are the only programs located in the Center for Emerging Media.

When the renovations to the Center for Emerging Media are complete, the building will be home to the following departments and units:

- Center for Research and Education in Arts, Technology, and Entertainment
- Department of Games and Interactive Media
- Department of Communication
- Florida Interactive Entertainment Academy
- Nicholson School of Communication and Media Administration

In addition, the newly renovated building will include general purpose classrooms, computer labs, dedicated space for the new doctoral program in Strategic Communication, and research space.

A name change is requested to better identify the new mix of programs and units located in the building.

Replacing the external signage on the existing building will cost \$22,560. The signage will be funded from existing dollars within the renovation project. Those funds were certified on October 5, 2018 as auxiliary revenues that are neither for student services nor for debt service.

The committee unanimously approved the request to change the name of the Center for Emerging Media to the Communication and Media Building.

### 2018-19 Increase Budget Authority for Auxiliary Enterprises (FFC-2)

Crudele presented for approval an increase in the 2018-19 Auxiliary Enterprise operating budget of \$48.3 million.

During 2018-19, \$84.7 million was transferred from capital projects to E&G carryforward to correct projects that were improperly funded (\$38.2 million for Trevor Colbourn Hall (TCH) and \$46.5 million for other projects). In addition, \$52.2 million of auxiliary funds were transferred to the projects to fund TCH (\$38.2 million) and other project cash deficits as of June 30, 2018 (\$13.7 million). They are currently working with the Board of Governors to reverse up to \$13.3 million that was overcorrected last fall.

Auxiliary funds totaling approximately \$35 million will be used to fund a portion of remaining cash deficits for the other projects as of June 30, 2019. Approximately \$33.7 million will need to be funded in future fiscal years.

The Board of Trustees approved the 2018-19 university operating budget on May 24, 2018, including the Auxiliary Enterprises budget of \$294 million. An increase in Auxiliary Enterprises spending authority of \$48.3 million is requested for funding the other projects.

The first six projects shown on Attachment A of the meeting materials (CREOL Expansion, Downtown Academic Building, Center for Emerging Media, Downtown Energy Plant, Downtown Infrastructure, and Downtown Student Center) are still under construction. The Board of Trustees has previously approved Capital Project Certification forms for these projects.

Crudele is waiting for the BOG to confirm if \$2.7 million in E&G funds can be used for the Downtown Student Center. If that authorization is made before June 30, a Capital Projects Certification form will be presented to the board.

Walsh asked for clarification as to whether this request is to continue the cash-flow process and is not related to capital project certifications. Crudele and Martins confirmed.

Trustee Lord asked when the BOG is expected to respond regarding the possible overcorrection of the \$13.3 million. Crudele said he hopes to have a response by June 30.

Trustee Self asked if equivalent funds have been moved back into the auxiliary accounts from which funds were removed to replenish E&G funds used for construction projects. Crudele confirmed that they had.

Walsh asked if the Bryan Cave investigation changes the reconciliation process for E&G funds. Crudele said that it does not.

Trustee Seay reiterated that all but three of the projects were part of the UCF board investigation, and Chairman Garvy added that the UCF board was aware last fall of the three projects. Whether they were allowable or not is still being determined.

The committee unanimously approved the use of \$48.3 million existing auxiliary cash.

#### Direct Support Organizations' 2018-19 Third-Quarter Financial Reports (INFO-1)

Crudele and Bert Francis, Assistant Controller, presented as an information item the 2018-19 Third-Quarter Financial Reports for the Central Florida Clinical Practice Organization and the university Direct Support Organizations (DSOs): UCF Athletics Association and Stadium Corporation, UCF Convocation Corporation, UCF Finance Corporation, UCF Foundation, UCF Limbitless Solutions, and the UCF Research Foundation.

Francis said notes for each DSO were provided on the cover page to explain any variances, but overall none adversely affect the operating results.

2019-20 Direct Support Organizations' Budgets (FFC-3)

Crudele and Francis presented for approval the 2019-20 budgets for the Central Florida Clinical Practice Organization and the university DSOs: UCF Athletics Association, UCF Academic Health, UCF Convocation Corporation, UCF Finance Corporation, UCF Foundation, UCF Limbitless Solutions, UCF Research Foundation, and the UCF Stadium Corporation.

Francis said notes for each DSO were provided on the cover page to explain variances in current-year budgets versus the next year's budgets.

Walsh requested a presentation to discuss the results of the consultant review of the CFCPO. Crudele said this would be appropriate for the budget workshop he wants to have with the trustees in the fall. Lord said that he is on the CFCPO board, and financial oversight had been lacking because of turnover. Staff is now in place, as are measures to improve. Trustee Conte is on the UCF Academic Health board and added that the doctors are creating a plan that will resolve many issues moving forward.

Walsh stated that it would be worth investigating if mental health counseling for students could be integrated into the clinical practice. This also would allow them to receive insurance reimbursement.

Self asked for an explanation of the increase in debt service for the UCFAA. Brad Stricklin, Senior Associate Athletics Director and Chief Financial Officer, said this is to allow for the Roth Athletics Center Phase II construction to begin pending the BOG lifting the moratorium on capital projects that exceed \$2 million. The increase is also due to stadium enhancements, including increased premium seating, as well as video boards for the baseball, softball, volleyball, and soccer and track facilities.

Martins expressed concern about the minimal amount in the Repair and Renovation (R&R) reserve of the UCF Stadium Corporation budget. While Danny White, Vice President and Director of Athletics, reported that, on average, \$250,000 is spent annually on stadium repair and maintenance, Martins believes reserves need to be enough to cover unexpected repairs. Crudele said that on the next agenda item (FFC-4 Release of Unrestricted UCF Stadium Corporation Revenues), he would ask that the \$100,000 amount be increased to \$250,000. Francis said the \$100,000 amount is being added to the R&R fund. At the end of the year, that fund will have approximately \$470,000 total.

Seay said that the UCF Convocation Corporation's R&R fund also is depleted. Crudele said that the corporation has not raised housing rates in seven years. To have the revenue necessary to be in compliance with loan documents, housing rates might need to increase. This will be brought back to the board for discussion at a future meeting.

The committee unanimously approved the 2019-20 budgets for the Central Florida Clinical Practice Organization and the university DSOs: UCF Athletics Association, UCF Academic Health, UCF Convocation Corporation, UCF Finance Corporation, UCF Foundation, UCF Limbitless Solutions, UCF Research Foundation, and the UCF Stadium Corporation.

Release of Unrestricted UCF Stadium Corporation Revenues (FFC-4)

Crudele requested the approval of the release of revenues of \$6,510,667 above budgeted obligations from the UCF Stadium Corporation to the UCF Athletics Association for 2019-20, but that the “Less: Deposit to Reserve Accounts” line on the Stadium Corporation budget be changed from \$100,000 to \$250,000.

The committee unanimously approved the release of the unrestricted UCF Stadium Corporation Revenues of \$6,510,667 to the UCFAA, with the caveat that the “Less: Deposit to Reserve Accounts” line on the Stadium Corporation budget be changed from \$100,000 to \$250,000.

#### 2019-20 University Operating Budget (FFC-5)

Crudele made a detailed presentation on the process and strategy behind the development of and presented for approval the university operating budget for 2019-20 totaling \$1,962,934,570.

The E&G and Medical School budgets reflect the amounts proposed by the Florida Legislature and are subject to approval 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, along with a comparison to projected and actual amounts from the prior year. Performance-based funding is subject to final approval by the BOG in July. Universities are required to maintain an unencumbered balance in the E&G fund of at least seven percent of the approved operating budget.

Crudele’s presentation discussed the ten budgetary components, the budget development process, an executive summary of the budget, and breakdowns of the composition of the 2019-20 E&G budget, 2019-20 auxiliary budget, and the 2019-20 proposed operating budget.

A robust discussion with questions from all trustees followed, specifically focused on significant variances from the prior year.

The committee unanimously approved the 2019-20 university operating budget as presented.

#### Subway at Knights Plaza Lease Amendment (FFC-6)

Shepherd and Ronnie Lamkin, General Manager of the UCF Convocation Corporation, requested approval of an amendment to the lease of the Subway restaurant at Knights Plaza.

The amendment proposed two, five-year renewal options to the term of the lease that will allow Subway to refresh its current space as required by the franchise and amortize that cost over a 10-year period, while allowing UCF to buy out and terminate the lease if future market conditions merit such an action. The first renewal option will begin on March 29, 2022. The amendment includes provisions for UCF to terminate the lease at any time during either of the extended terms by providing notice to Subway, allowing Subway a first right of refusal for the space under revised terms dictated by UCF, and by reimbursing Subway for any remaining balance of undepreciated facility investment.

All other terms of the current lease will remain in full force and effect throughout any extensions.

Martins informed the committee that the State Division of Land will need to approve the lease before the board can sign it.

The committee unanimously approved the Subway at Knights Plaza lease amendment as presented.

Investments Quarterly Report Ended March 31, 2019 (INFO-2)

As an information item, Crudele and Brad Hodum, Interim Controller, presented the investments quarterly report for the quarter that ended March 31, 2019.

On March 31, 2019, the university had the following cash and investment balances:

Bank of America operating account	\$ 9,644,868
State of Florida Special Purpose Investment Account (SPIA)	\$ 320,683,227
Bank of New York Structured Investment Portfolio	<u>\$ 288,552,494</u>
Total Cash and Investments	<u>\$ 618,880,639</u>

The structured investment portfolio earned quarterly net gains totaling \$13,687,651.

Garvy requested that more information be provided to the trustees on the spending of gains, their guidelines, and setting reporting requirements so the trustees understand where funds go and for what use.

Repeat Course Fee for 2019-20 (INFO-3)

Crudele presented as an information item the repeat course fee for 2019-20. Pursuant to Florida Statute 1009.285 *Fees for repeated enrollment in college credit courses*, each student enrolled in the same undergraduate college-credit course more than twice shall pay tuition at 100 percent of the full cost of instruction. This increase in the per credit hour charge is referred to as the repeat course fee. It is adjusted each year by the BOG based on the system wide average of the prior year's cost of undergraduate programs in the state university system.

The repeat course fee for 2019-20 is \$192.85 per credit hour. This is an increase from 2018-19 by \$2.01 due to the fact that expenditures grew at a higher rate than student credit hours. This increase is expected to yield approximately \$20,000 in additional E&G tuition revenue. These funds are restricted to support the educational, research, and public service mission of the university.

2018 Capital Projects Summary (INFO-4)

This item was tabled because of time constraints and will be presented at the July 18, 2019 Finance and Facilities Committee meeting.



Martins adjourned the Finance and Facilities Committee meeting at 10:35 a.m.

Reviewed by:

\_\_\_\_\_  
Alex Martins

Chair, Finance and Facilities Committee

\_\_\_\_\_  
Date

Respectfully submitted :

\_\_\_\_\_  
Grant J. Heston

Associate Corporate Secretary

\_\_\_\_\_  
Date

ITEM: FFC-1

**UCF BOARD OF TRUSTEES**  
**Finance and Facilities Committee**  
**July 18, 2019**

**Title:** Legislative Budget Requests

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**Background:**

UCF can submit Legislative Budget Requests to the Florida Board of Governors for approval and consideration by the Florida Legislature and Governor. Requests submitted for consideration must align with the goals and objectives of UCF's strategic priorities and Accountability Plan.

**Issues to be Considered:**

- 1) **UCForward:** This Legislative Budget Request is designed to accelerate the university's pursuit of excellence and statewide impact. Combined with a new enrollment strategy, this \$18.4 million plan addresses three areas of excellence: 1) student affordability and success, 2) research and economic prosperity, and 3) healthcare education and delivery.
- 2) **UCF RESTORES:** This request seeks \$3.7 million (of which \$1.2 million is non-recurring) that will allow service to Florida citizens who have been affected by trauma. Specifically, this request will continue the UCF RESTORES innovative treatment program and allow it to develop new initiatives that address crucial mental health needs in Florida.

**Alternatives to Decision:**

Amend the Legislative Budget Requests to reflect different priorities that impact different outcomes or decline to submit Legislative Budget Requests.

**Fiscal Impact and Source of Funding:**

If approved by UCF Board of Trustees, Florida Board of Governors, the Florida Legislature and Governor, the source would be recurring and non-recurring state funds.

**Recommended Action:**

Approval of the 2020-21 Legislative Budget Requests.

**Authority for Board of Trustees Action:**

Board of Governors Regulation 1.001

Board of Governors 2020-21 Legislative Budget Request Development Policy Guidelines

**Committee Chair or Chairman of the Board approval:**

Approved by Chair Alex Martins.

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**Submitted by:**

Elizabeth A. Dooley, Provost and Vice President for Academic Affairs and Professor, College of  
Community Innovation and Education  
Dennis Crudele, Interim Chief Financial Officer  
Janet Owen, Vice President for Government Relations

**Supporting Documentation:**

Attachment A: UCF's 2020-21 *UCForward* Legislative Budget Request

Attachment B: UCF's 2020-21 UCF RESTORES Legislative Budget Request

**Facilitators/Presenters:**

Thad Seymour, Jr., Interim President

Attachment A

**State University System  
Florida Board of Governors  
2020-2021 Legislative Budget Request Instructions  
Forms I and II**

The main objective of Form I and Form II is to align budget issues and dollar values with the goals and objectives of the strategic priorities and the 2019 University Accountability Plan established by each university.

For FY 2020-2021, each university should submit one Form I and Form II for each university-unique budget issue and/or any system-wide issue identified as a critical system-wide need. Any issues unique to a branch campus or a special unit (e.g., IFAS Workload Initiative) should not be rolled into the main campus request, but reflected separately by use of the forms provided.

For system-wide issues, consideration will be given to issues that allow for greater efficiencies through shared system resources or identified as a system-wide need. If requesting funds as such, please list all university participants of the initiative and check the box "Shared Services/System-Wide Issue".

For unique issues identified by a university, please check the box "Unique Issue for FY 2020-2021".

**Please keep in mind that all issues submitted for consideration by the Board should align with the goals and objectives of the strategic priorities and accountability plan established by each university.**

**State University System  
Education and General  
2020-2021 Legislative Budget Request  
Form I**

<b>University(s):</b>	<b>University of Central Florida</b>
<b>Issue Title:</b>	<b>UCForward</b>
<b>Recurring Funds Requested:</b>	<b>\$18.4M</b>
<b>Non-Recurring Funds Requested:</b>	<b>\$0</b>
<b>Total Funds Requested:</b>	<b>\$18.4M</b>
<b>Please check the issue type below:</b>	
<b>Shared Services/System-Wide Issue for Fiscal Year 2020-2021</b>	<input type="checkbox"/>
<b>Unique Issue for Fiscal Year 2020-2021</b>	<input checked="" type="checkbox"/>

**I. Description** – 1. Describe the service or program to be provided and how this issue aligns with the goals and objectives of the strategic priorities and the 2018 University Accountability Plan established by your institution (include whether this is a new or expanded service/program). If expanded, what has been accomplished with the current service/program? 2. Describe any projected impact on academic programs, student enrollments, and student services.

For much of the past 25 years, the University of Central Florida has focused on meeting student demand from the Orlando region, one of the fastest-growing areas of the country. This has resulted in UCF becoming one of the largest and most diverse universities in the United States: nearly half of our students are minorities, and almost 25 percent are the first in their families to attend college.

Earlier this year, UCF received the federal designation as a Hispanic-Serving Institution. UCF also is ranked second nationally among public *and* private institutions for the number of bachelor's degrees it awards to African American and Hispanic students.

UCF is known for, and serves Florida, by providing access to a college education. But we also know that providing access, without being excellent, does not help our students or the state.

That's why the university has developed a plan called **UCForward**, designed to accelerate the university's pursuit of excellence and statewide impact. Combined with a new enrollment strategy, this plan addresses three areas of excellence: 1) student affordability and success, 2) research and economic prosperity, and 3) healthcare education and delivery.

2020-2021 LBR

**UCForward** also will complement the university's long-term enrollment strategy, to take effect in 2020, **that holds size steady and focuses on student retention and academic success.** This enrollment plan will define a 10-year enrollment strategy that supports student and faculty success, meets regional needs, and aligns with state goals to further UCF's pursuit of excellence.

**UCForward** will be powered by the same innovative approach that has led *U.S. News & World Report* to rank us as one of the nation's "most innovative" schools for the second year in a row. UCF is the only Florida university in the top 25.

The plan will augment ongoing, strategic investments in excellence that have seen UCF improve or hold steady this year in 20 of the 24 performance-based and preeminence metrics — a testament to our academic enterprise and commitment to excellence.

**Specifically, UCF requests \$18.4 million in recurring resources for UCForward to:**

- 1) **Improve student affordability and success:** Increase graduation rates, shorten average time to degree, and lower the student-to-faculty ratio. These improvements will lead to reduced costs for students and more efficiency for UCF while, at the same time, ensuring our students are best prepared for high-paying jobs upon graduation.
- 2) **Grow research and economic prosperity:** Enhance UCF's existing research and industry partnerships in key areas for the state, including: space exploration, sustainable energy, cyber security, optics and photonics, modeling and simulation, and sustainable coastal systems.
- 3) **Build a 21<sup>st</sup>-century healthcare ecosystem:** Complete the vision for an interdisciplinary Academic Health Sciences Center (AHSC) to attract the nation's top health care researchers and serve as a lab for piloting new models of clinical education and health care delivery, located in Lake Nona's nationally recognized Medical City.

<b>UCForward</b>	
<b>90 faculty members</b>	\$12.9 million
<b>40 academic advisors</b>	\$2.5 million
<b>High-impact practice stipends</b>	\$2 million
<b>AHSC research and partnership support</b>	\$1 million
<b>Total</b>	<b>\$18.4 million</b>

These funds will target strategic areas of opportunity to further enhance UCF's pursuit of academic and research excellence and drive substantial gains in student success.

Additional evidence of UCF's commitment to excellence include:

- Providing the most graduates to the aerospace and defense industries for the fourth consecutive year

- Leading the state in National Merit Scholars enrolled, ranking 13<sup>th</sup> among U.S. public universities
- Ranking No. 4 in the world for hospitality management thanks to UCF's Rosen College of Hospitality Management
- Being among the state's top schools for the percentage of bachelor's graduates who are employed — more than 80 percent report they are in jobs related to their field of study
- Increasing average GPA and SAT scores of incoming freshmen to 4.1 and 1326, respectively, in Fall 2018
- Setting a UCF-record \$186 million research expenditures (projected for fiscal year 2019)
- Increasing the freshman retention rate to a UCF-record 90.4% as of June 2019

#### **A. Improve student affordability and success**

Students are attracted to UCF because of its outstanding quality, diversity of academic programs and experiences, and strong partnerships with industry in the nation's fastest-growing job market. UCF students have access to more than 220 degree programs and more than 650 student clubs and organizations. At UCF, we like to say that whatever your interest, you will find "your perfect fit" in activities, academics, and engagement. About 40% of UCF students are Pell-eligible, and about half work at least 20 hours a week.

As UCF continues to set its own institutional records for student success, our focus remains on ensuring a more-affordable, high-quality degree for Florida's students. Last year's average cost to the student was UCF's lowest in five years, thanks to additional institutional aid, including a record amount raised for first-generation scholarships, and a lower credit hour average. Now, UCF is focused on increasing four-year graduation rates, shortening the time to degree, and best equipping students for the workforce. Doing so involves investments in: 1) advising, 2) high-impact practices, and 3) faculty engagement.

While nearly 46% of UCF students graduate in four years (an improvement of 32% over the past decade), our data show that another 11% graduate in just one extra semester. If those students graduated *one semester earlier*, UCF's four-year graduation rate would immediately rise to 56.7%, less than 5% away from our target.

**Robust academic advising** helps our students make the best decisions about their academic progression and plan of study. UCF intends to increase its professional advising ranks by 60 full-time advisors. The university is redirecting internal funds to support 20 new lines, and, through this request, is asking for the additional 40 lines. The current advising ratio is 727 students to 1 advisor. Based on national benchmarking data from NACADA, large institutions had a median ratio of 600:1. Public doctoral institutions had a ratio of 285:1. The combined hiring campaign of 60 advisors would reduce UCF's ratio to 423:1 – a meaningful reduction that would help target students graduating in more than four years.

These additional professional advisors would capitalize on recent financial investments the university has made in technology, using data to predict and better personalize students' experiences. These new systems include faculty-facing, advisor-facing, and student-facing degree planning and predictive case management models designed to significantly increase UCF's four-year graduation rate and shorten time to degree.

**Expanding high-impact practices** will enhance undergraduate learning and practical work experience as a complement to students' academic experience, helping to propel baccalaureate degree earners into higher-paying careers, and enhancing their competitiveness for success. High-impact practices range from co-ops and internships to experiential learning and undergraduate research. Many of UCF's academic programs require high-impact practices as a prerequisite to graduation, and the university is exploring efforts to make this requirement institution-wide. The \$2 million strategically targeted stipends will benefit students in the classroom and in the workforce.

**Hiring 90 more faculty members** will ensure UCF meets *and exceeds* its institutional strategic plan goal of 1,200 tenured and tenure-track faculty members by 2021. Last fall, the university increased its tenured and tenure-track faculty members to 1,085 as part of a multi-year institutional effort to grow tenured and tenure-track faculty by 50%. Recent investments have already added 230 new faculty members since fall 2014. This year's expected hires, plus the 90 new lines requested, will guarantee UCF exceeds its strategic goal.

These additional faculty will have a positive impact on multiple measures of student success, specifically by expanding student-faculty engagement. UCF's current faculty ratio is 30:1 – reduced from an all-time high of 32:1 in the early 2010s. This reduction was driven by UCF's recent investments in new faculty lines. Investing in another 90 lines would lower UCF's ratio to a *projected* 28:1. Increasing the number of faculty enhances the student experience by providing more opportunities for quality student-faculty engagement. More faculty also allows us to offer additional class sections, particularly for high-demand courses, and helps lower students' time to degree, which in turn impacts the cost to students.

## **B. Grow research and economic prosperity**

As Orlando's only public research university, UCF is the academic research leader for Central Florida. The university has achieved more than \$1 billion in external research grants during the past decade and continues to be one of 94 public institutions in the nation designated as an "R1: Doctoral University: Very high research activity" among Carnegie Classifications. UCF also ranks among the nation's top 50 public research universities in the Top American Research Universities Annual Report. This year, UCF is poised to break its previous research record, with a projected \$186 million in awards.

**UCF faculty drive Central Florida's research enterprise**, both in their laboratories and through partnerships with industry, advancing economic development through translational research. And they play a critical role in **UCForward** and our pursuit of excellence. Many of the additional 90 faculty lines included in this request will help enhance UCF's existing research strengths and industry partnerships in key areas for the state, including: space exploration, sustainable energy, cyber security, modeling and simulation, optics and photonics, and sustainable coastal systems. These new faculty lines also will help UCF reach its institutional strategic plan's goal of \$250 million in research funding by 2021.

In 2015, the university launched a faculty cluster initiative that brought together cross-disciplinary teams focused on solving scientific and societal challenges through teaching



and research, in areas ranging from cyber security to renewable energy. Each of the nine clusters has faculty hiring plans to nationally recruit top-quality researchers, who would bring with them funding, labs, post-doctoral appointees, and other opportunities.

This past year, the Sustainable Coastal Systems cluster led to the formation of the National Center for Integrated Coastal Research, which aims to find sustainable solutions to challenges facing coastal communities as a state and national leader in applied research.

### **C. Build a 21<sup>st</sup>-century healthcare ecosystem**

UCF has established an Academic Health Sciences Center (AHSC) at its Lake Nona Health Sciences campus, bringing together medicine and multiple health care disciplines to enable multidisciplinary education, research, and clinical training in an integrated health care ecosystem.

UCF took the first step in building the AHSC effective July 1, 2018, by reorganizing health care-related programs and units into a new administrative and governance structure. The new UCF AHSC includes the College of Medicine, College of Nursing, a new College of Health Professions and Sciences, UCF Health, and Student Health Services.

**Hiring faculty** included in the 90 new lines, supported by this request, will strengthen the rich educational experience for all of UCF's students in health-related disciplines, where they will learn to work in interdisciplinary teams from faculty in a variety of health disciplines. Faculty also will engage in interdisciplinary research, which is favored by the National Institutes of Health and other funders, fueling UCF's and Florida's research enterprise. And these additional hires will further reduce UCF's student-to-faculty ratio in related courses.

**Research and partnership support** will help provide broader access to clinical learning and research in the surrounding health care ecosystem, including other Lake Nona Medical City clinical facilities such as the Orlando VA Medical Center and Nemours Children's Hospital. It also will build upon the previous investments in the UCF College of Medicine, Lake Nona Medical City, and the university hospital in Lake Nona, accelerating biomedical research and advancing the next generation of health professionals. Another benefit of the AHSC's integration and related partnership support will be the creation of greater efficiencies and optimized use of resources through common teaching or use of facilities.

The AHSC, with its interdisciplinary campus, emerging research and clinical facilities, and partnerships will attract the nation's top health care researchers and serve as a lab for piloting new models of clinical education and health care delivery, furthering UCF's goal to be a preeminent research university and Central Florida's goal to be a global health care destination. This will in turn greatly enhance UCF's education of the next generation of leaders in patient care, biomedical science and practice research, and disease prevention.

**II. Return on Investment** - *Describe the outcome(s) anticipated, dashboard indicator(s) to be improved, or return on investment. Be specific. For example, if this issue focuses on improving retention rates, indicate the current retention rate and the expected increase in the retention rate.*

*Similarly, if the issue focuses on expanding access to academic programs or student services, indicate the current and expected outcomes.*

Through its annual Accountability Plan and institutional strategic plan implemented in 2016, UCF already has a robust tracking system on progress toward its goals, using institutional data alongside statewide and national benchmarks. This \$18.4 million request for additional faculty, academic advisors, high-impact practice stipends, and research and partnership support for the AHSC will accelerate **UCForward** in its pursuit of excellence.

The return on investment (ROI) for the requested funds will be measured by progress toward the objectives and key performance targets set forth in the university's Collective Impact Strategic Plan (<https://www.ucf.edu/strategic-plan/>). These investments will result in further improvements to the Accountability Plan priority metrics of increasing student success, strengthening our faculty and staff, and increasing our research impact by 2025.

#### **A. Improve student affordability and success**

Hiring additional academic advisors and faculty will allow UCF to exceed the positive trajectory already planned in the Accountability Plan for student success metrics including four-year graduation rate, academic progress rate, and excess hours rate. In turn, this also will have a positive impact on the average cost to the student, ensuring UCF's continued affordability and high-quality education.

Additionally, by focusing our efforts to help the approximately 700 students who take *one extra semester* beyond four years to graduate, these students would each save about \$11,067, totaling about \$7.7 million in annual cost of attendance savings.

The focus on high-impact practices will benefit the metrics associated with alumni success, including percent of bachelor's graduates enrolled or employed and median wages of bachelor's graduates employed full-time.

Metric	History	Current	Trend	Trend with Investment
<b>Four-year Graduation Rate</b>	40.4% 2010-14	45.7% 2014-18	50.7% 2018-22	55.0% 2018-22
<b>Academic Progress Rate</b>	85.0% 2013-14	88.7% 2017-18	90.2% 2021-22	91.3% 2021-22
<b>Excess Hours Rate</b>	66.9% 2013-14	77.8% 2017-18	79.4% 2021-22	82.0% 2021-22

#### **B. Grow research and economic prosperity**

Faculty hires related to research of strategic statewide importance will benefit key measures of success, including research expenditures and number of post-doctoral appointees. Benchmarks for these metrics are included in the university's Accountability Plan and additional investments will result in greater outcomes.

Grant proposals from UCF's nine faculty clusters and other interdisciplinary teams resulted in \$81.1 million last year. Another \$11.26 million in grant funding came from 66 faculty members who went after grants for the first time as principal investigators – showing the value of recruiting highly talented researchers into strategic areas.

Metric	History	Current	Trend	Trend with Investment
<b>Science and Engineering Research Expenditures (in millions)</b>	\$143 2013-14	\$176 2017-18	\$210 2021-22	\$240 2021-22
<b>Post-doctoral Appointees</b>	53 Fall 2013	94 Fall 2017	129 Fall 2021	225 Fall 2021

### C. Build a 21<sup>st</sup>-century health care ecosystem

Faculty hires and research and partnership support associated with the AHSC will help drive increases in key metrics of UCF's AHSC success, including the number of residents who are part of the UCF AHSC and the Lake Nona Health Sciences campus and undergraduate, graduate, and other students who are participating in Interprofessional Education (IPE); the amount of funding in interdisciplinary research projects; and the number of clinical, education, and research partnerships established. As the AHSC develops, other specific measurable impacts will be tracked toward academic excellence, research, health care delivery and partnerships, and student success.

**III. Facilities** *(If this issue requires an expansion or construction of a facility, please complete the following table.):*

	Facility Project Title	Fiscal Year	Amount Requested	Priority Number
1.				
2.				

**2020-2021 Legislative Budget Request**  
**Education and General**  
**Position and Fiscal Summary**  
**Operating Budget Form II**  
(to be completed for each issue)

**University:** University of Central Florida  
**Issue Title:** UCForward

	RECURRING	NON-RECURRING	TOTAL
<u>Positions</u>			
Faculty	90.00	0.00	90.00
Other (A&P/USPS)	40.00	0.00	40.00
	-----	-----	-----
Total	130.00	0.00	130.00
	=====	=====	=====
<u>Salary Rate (for all positions noted above)</u>			
Faculty	\$9,900,000	\$0	\$9,900,000
Other (A&P/USPS)	\$1,800,000	\$0	\$1,800,000
	-----	-----	-----
Total	\$11,700,000	\$0	\$11,700,000
	=====	=====	=====
Salaries and Benefits	\$15,400,000	\$0	\$15,400,000
Other Personal Services	\$2,000,000	\$0	\$2,000,000
Expenses	\$1,000,000	\$0	\$1,000,000
Operating Capital Outlay	\$0	\$0	\$0
Electronic Data Processing	\$0	\$0	\$0
Special Category (Specific)	\$0	\$0	\$0
	\$0	\$0	\$0
	\$0	\$0	\$0
	\$0	\$0	\$0
	-----	-----	-----
Total All Categories	\$18,400,000	\$0	\$18,400,000
	=====	=====	=====

Attachment B

**State University System  
Florida Board of Governors  
2020-2021 Legislative Budget Request Instructions  
Forms I and II**

The main objective of Form I and Form II is to align budget issues and dollar values with the goals and objectives of the strategic priorities and the 2019 University Accountability Plan established by each university.

For FY 2020-2021, each university should submit one Form I and Form II for each university-unique budget issue and/or any system-wide issue identified as a critical system-wide need. Any issues unique to a branch campus or a special unit (e.g., IFAS Workload Initiative) should not be rolled into the main campus request, but reflected separately by use of the forms provided.

For system-wide issues, consideration will be given to issues that allow for greater efficiencies through shared system resources or identified as a system-wide need. If requesting funds as such, please list all university participants of the initiative and check the box "Shared Services/System-Wide Issue".

For unique issues identified by a university, please check the box "Unique Issue for FY 2020-2021".

**Please keep in mind that all issues submitted for consideration by the Board should align with the goals and objectives of the strategic priorities and accountability plan established by each university.**

**State University System  
Education and General  
2020-2021 Legislative Budget Request  
Form I**

<b>University(s):</b>	<b>University of Central Florida</b>
<b>Issue Title:</b>	<b>UCF RESTORES</b>
<b>Recurring Funds Requested:</b>	<b>\$2,584,500</b>
<b>Non-Recurring Funds Requested:</b>	<b>\$1,200,000</b>
<b>Total Funds Requested:</b>	<b>\$3,784,500</b>
<b>Please check the issue type below:</b>	
<b>Shared Services/System-Wide Issue for Fiscal Year 2020-2021</b>	<input type="checkbox"/>
<b>Unique Issue for Fiscal Year 2020-2021</b>	<input checked="" type="checkbox"/>

**I. Description** – 1. Describe the service or program to be provided and how this issue aligns with the goals and objectives of the strategic priorities and the 2018 University Accountability Plan established by your institution (include whether this is a new or expanded service/program). If expanded, what has been accomplished with the current service/program? 2. Describe any projected impact on academic programs, student enrollments, and student services.

***Background and Services to Date:***

UCF RESTORES provides treatment and resiliency services at no cost to Florida's veterans, active duty personnel, first responders, and survivors of sexual assault, mass shootings or natural disasters.

**Treatment Services:** Our innovative three-week intensive outpatient treatment program, where participants are treated three times per day, five days per week, is the only program of its kind in the country. The program includes the use of virtual reality (sights, sounds, and smells) to enhance the effects of the therapy and we have seen remarkable success.

To date, we have treated 500 veterans/active duty personnel, 215 first responders (law enforcement, firefighters, emergency medical technicians/paramedics, and emergency dispatchers), sexual assault survivors, as well as Florida residents who are survivors of the Pulse nightclub, Las Vegas and Parkland mass shootings. Using the same "success" criteria as the United States Department of Veterans Affairs (VA), 67% of veterans and 77% of first responders no longer meet diagnostic criteria for posttraumatic stress disorder (PTSD) after three weeks of treatment and they maintain their treatment gains six months later (with no further treatment). These results are superior to first-line treatment outcomes at the VA – where outcomes range from 31-42% no longer having a diagnosis.

2020-2021 LBR

In 2018, the University of Central Florida program's success led to a request to open a clinic in Brevard County, because of the large number of veterans who reside in that county. This clinic opened in October 2018 and in its first 10 months, we have provided 295 therapy sessions to veterans and first responders from Brevard county at no cost.

**Resiliency Services:** Our very popular peer support trainings continue as well, and to date we have provided this training (at no cost) to over 75 police/fire/sheriff departments throughout the state of Florida, training well over two hundred peer supporters.

Additionally, on October 1, 2018, the Workers' Compensation Benefits for First Responders law for PTSD went into effect. That bill included a statement that every first responder had to receive one hour of training in identification, mitigation, and treatment of posttraumatic stress disorder. After receiving numerous calls from first responder agencies throughout the state, requesting that UCF RESTORES help them fulfill this requirement, we developed two one-hour online training videos (one for firefighter/EMS and one for law enforcement) that have been distributed (at no cost) to over 300 agencies and viewed by approximately 2,000 first responders.

As illustrated, RESTORES is well-aligned with the university's strategic plan. UCF has challenged its faculty to create partnerships that allow them to make a distinctive impact on the community. We have developed several distinctive partnerships, including our partnerships with the Florida Firefighters Safety and Health Collaborative and the National Police Foundation's Center for Mass Violence Response Studies. We also provide opportunities for undergraduate and graduate training with several unique populations.

**2021 Request:** The University of Central Florida seeks \$3,784,500 that will allow us to continue to serve citizens of Florida who have been affected by trauma. Specifically, our request is to continue our innovative treatment program and develop new initiatives that address two crucial mental health needs in our state:

- The lack of adequately trained, trauma-informed clinicians who can effectively treat survivors of trauma.
- The need for efficacious, evidenced-based strategies for suicide prevention.

Initiative	Recurring	Non-recurring	Total
UCF RESTORES Treatment Program	\$850,000		\$850,000
State-wide network of trauma-informed clinicians	\$834,500		\$834,500
On-line Suicide Prevention Curriculum	\$100,000	\$200,000	\$300,000
Red Line Rescue, Blue Line Rescue and Front Line (Veteran) Rescue apps	\$200,000	\$300,000	\$500,000
Peer support training for first responders and the LGBTQ+ community	\$300,000		\$300,000
Establishment of a Behavioral Health Command Center	\$300,000	\$700,000	\$1,000,000
<b>Total</b>	<b>\$2,584,500</b>	<b>\$1,200,000</b>	<b>\$3,784,500</b>

2020-2021 LBR

***A. Continued operation of the UCF RESTORES treatment program at current locations, \$850,000***

In the last year alone, we completed over 3,300 patient appointments at our two treatment clinics (at no cost to participants). This request is to cover services at our Orlando and Brevard Clinics. It includes salaries and fringe benefits for five master's level therapists, one care coordinator, two receptionists/medical records specialists, four graduate students (who assist in providing treatment), one business specialist, one program manager, two outreach personnel, and housing costs for veterans and first responders who live outside the greater Orlando area and attend our 21-day intensive outpatient program. It also includes all operational costs for the clinic, including electronic health record costs, maintenance of computers, printers, virtual reality equipment, and consumable supplies, such as diagnostic assessment materials, patient workbooks needed for treatment sessions, copy paper, telephone, etc. The request will allow the clinics to continue to function for another year.

***B. Develop a state-wide network of culturally competent, trauma-informed clinicians to treat PTSD, \$834,500***

We cannot begin to count the number of times that we have heard from first responders that they were "fired" by their therapist or had to console the therapist because of the horrific nature of the traumas that they describe. We need to train clinicians who are competent and capable of providing the needed services.

\$600,000 will be used to provide scholarships (three to each of the 67 counties in Florida) to licensed master's level clinicians who wish to complete our nine credit graduate certificate in Trauma and Trauma Treatment ( $\$328/\text{credit} \times 9 \text{ credits} \times 201 \text{ clinicians} = \$594,000 + \$6,000$  in administrative fees for the continuing education office and for a member of the UCF RESTORES faculty to serve as course instructor), ensuring that trauma-informed clinicians are available in each county to provide treatment to victims of trauma. In return for accepting the scholarship, each therapist will agree to treat nine individuals who have experienced trauma (one individual for each graduate credit earned) at no cost.

In addition to knowing evidence-based practices for the treatment of PTSD, clinicians need to understand the culture of veterans and first responders. Accordingly, we will use \$234,500 to leverage the highly popular and successful clinician awareness program currently sponsored by the Florida Firefighters Safety and Health Collaborative (our partner on various initiatives). The costs of providing one two-day course in firefighter culture to 40 master's level clinicians is \$3,500, which includes \$1,635 for three instructors, \$720 working lunch, and \$1,145 for course logistics. The specific breakdown includes three instructors at an average cost of \$545, each which covers the cost of fuel, lodging, and food for two days. The two days of working lunch of \$720 covers up to 40 students at an average expense of \$9 per student/day. The working lunch utilizes both large and small groups focused on sensitive issues facing first responders and group sharing experiences. The course logistics of \$1,145 includes advertising, gear rental, classroom rental, printed flyers, printing and binding for course materials, and feedback evaluations.



In each county, we will assess the need for training in first responder culture or military culture and provide the most appropriate training program.

As indicated, this request addresses the need for Florida's clinicians to deliver evidence-based interventions to Florida's citizens. In addition, it addresses the need for efficacious treatment services to be available in order to prevent completion of suicides, such as the deaths that occurred after Parkland, the increased rate of suicide in the Florida Panhandle in the aftermath of Hurricane Michael, and the high rates of suicide among veterans and first responders.

**C. *Develop an online suicide prevention curriculum for populations at risk, \$300,000 (\$100K recurring + \$200K non-recurring)***

Twenty-two veterans per day commit suicide. More first responders complete suicide than die in the line of duty. Additionally, in 2019, 11 Florida first responders committed suicide, as well as two teens from Marjory Stoneman Douglas High School. In addition, there are reports of a significant increase in completed suicide in the Panhandle as a result of the continuing challenges following Hurricane Michael.

David Rozek, Ph.D., will be joining the faculty of UCF RESTORES in January 2020. His specialty is suicide and PTSD. We are requesting funding for two initiatives. First, as noted in the background section of this request, in October 2018, we produced one-hour training videos on education, mitigation, and treatment of PTSD (so that agencies could be consistent with the new Workers' Compensation Benefits for First Responders law). To address the issue of suicide prevention, we are requesting funding to produce similar videos on suicide education, prevention, and treatment. We would do four versions for four communities in Florida that are at risk: adolescents, first responders, veterans, and the LGBTQ+ community. The length and content of these videos will vary depending upon the population, but the message will be consistent: to reach those who are contemplating suicide and to equip others to ask the difficult questions and know what to do with the answers. The videos will be distributed at no cost to agencies.

This request directly addresses the priority of suicide prevention for vulnerable populations.

**D. *Build, deploy, and maintain the Red Line Rescue, Blue Line Rescue and Front Line (Veteran) Rescue apps, \$500,000 (\$200K recurring + \$300K non-recurring)***

Red Line Rescue currently exists as a prototype and is a collaboration between the Florida Firefighters Safety and Health Collaborative and UCF RESTORES. Its purpose is to link firefighters/EMTs who are in distress and/or suicidal with a fellow firefighter who is trained in peer support. It will also allow the firefighter to find a therapist who is culturally competent and trained in the provision of evidence-based trauma treatments.

In addition to the programming, coding, and digital art needed to produce an actual app, there will be a need for clinicians to design the questions for the app to determine the scope of the problem (e.g., substance abuse, PTSD, suicide) and more important, vet/train the peer support personnel and clinicians who will be matched through the app. Having a well-trained therapist, who is also trained in

first responder or veteran culture, is crucial. When these individuals finally break through the stigma and ask for help, more damage is done if the therapist is well-meaning but ill-informed and ill-equipped. Once Red Line Rescue is online, the back end and engine will be able to be easily converted to Blue Line Rescue (police) and Front-Line Rescue (vets).

This initiative addresses the critical need of suicide prevention through the online provision of peer supporters and the identification of culturally competent, trauma-informed therapists. If the first therapist that a first responder encounters is not prepared to deal with their level of trauma and “fires them”, the likelihood that they will seek out another therapist decreases rapidly.

***E. Peer support training for first responders and the LGBTQ+ community, \$300,000***

Also as noted above, we have provided a peer support training program for first responders and have trained at least two hundred first responders to work in this vital role. Data from peer support programs indicate that individuals in distress who interact with a trained peer supporter report increased acceptance of assistance and openness to therapy, and increased hope as a result of that interaction. Our training program is unique in that it provides opportunities for potential peer supporters to practice their communication skills in a small group setting with a clinician who can provide corrective feedback about their interactions. To date, we have provided these trainings at no cost, but we will not be able to do so without additional funding.

We are currently scheduling peer support trainings for first responders six months in advance. Many agencies making requests are at some distance from UCF (South Florida and the Panhandle) and are asking us for 2-3 days of training, so that they can train a substantial number of their personnel. Currently, we do not have funding to do this type of training or to cover travel costs. In addition, members of the LGBTQ+ community have approached us about adapting this training for their needs. We are requesting \$300,000 to hire a program coordinator to support the myriad of requests that we receive; provide 30 two-day peer support trainings throughout the state of Florida for first responders (this includes travel, lodging, and per diem), and to develop, provide, and evaluate five peer support trainings for the LGBTQ+ community. This request also includes the hiring of a consultant to assist with making sure that the LGBTQ+ training is culturally competent.

This request directly addresses the need for actions to decrease and prevent suicide.

***F. Establishment of a Behavioral Health Command Center to respond to mass violence and natural disasters and to prevent suicide contagion, \$1 Million (\$300K recurring + \$700K non-recurring)***

We have heard from both first responders and families of victims/survivors of mass violence that the first few days after a mass shooting is complete is chaos from the behavioral health perspective. There is no coordination of providers who show up to the scene offering their services and there is no vetting of clinicians who claim that they can treat trauma. In the case of Parkland, for example, we have heard from families that therapists “showed up once, heard my child’s story,

promised to come back and then never did.” In addition, well-meaning but untrained therapists provide treatment that is inappropriate to the needs of the individuals in the days after the trauma. This is an extreme disservice to people in extreme emotional distress at the time of their greatest need. We can do better. We believe that setting up a state-funded Behavioral Health Command Center that could respond immediately to events of mass violence (such as school shootings), natural disasters (such as Hurricane Michael), or even the case of a high-profile suicide (to protect from suicide contagion) would be of great benefit to the citizens of the state.

The purpose of the mobile command center would be to coordinate with the general command center to focus on funneling mental health needs to a triage team. This team would be able to coordinate/direct local mental health professionals who just “show up” to “help”, provide psychological first aid (the only evidence-based intervention that should be provided in the immediate aftermath of such an event), and to make sure that the most serious reactions are sent for short-term crisis intervention. Additionally, and most importantly, in the week that follows, UCF clinicians who are working out of the center could provide training workshops to teach local clinicians short-term psychological interventions that would deal with the vast majority of emotional reactions to these types of events (that is, not everyone develops PTSD). Finally, for those individuals who need longer-term services, and for where the need for PTSD treatment including enhancements such as virtual reality is appropriate, the unit could be used to train local clinicians in how to deliver these treatments effectively.

If we had such a unit after Hurricane Michael or Parkland, for example, a behavioral health response would have been as follows:

- After a call from the command center, arrive on the site and begin quickly vetting appropriateness of potential health providers and assigning them tasks, and triaging affected citizens to provide the needed level of psychological support.
- Provide training in psychological first aid to local clinicians.
- Finding clinicians already trained in evidence-based interventions and making sure that they were available to provide needed interventions and provide further training as necessary.

This request is broken down as follows: \$500,000 for the purchase of a basic mobile command center; \$200,000 for modifications to suit the needs of a behavioral health center; and \$300,000 for personnel (professional driver hired to drive the unit, travel costs for driver, UCF personnel on site, hiring of one new staff member to coordinate logistics, fuel for the unit, storage of the unit when not in use, etc.)

## HOW UCF WILL LEVERAGE ITS APPROVED PERFORMANCE BASED FUNDING AND ACCOUNTABILITY

**II. Return on Investment** - *Describe the outcome(s) anticipated, dashboard indicator(s) to be improved, or return on investment. Be specific. For example, if this issue focuses on improving retention rates, indicate the current retention rate and the expected increase in the retention rate. Similarly, if the issue focuses on expanding access to academic programs or student services, indicate the current and expected outcomes.*

It is important to note that much of what we are requesting is not simply funding to support continuation of services (although that is part of it, and very important). Much of what we are requesting is to establish training programs to train Floridians on how to more effectively deal with the psychological health of the state population, particularly groups that are at highest risk. Thus, much of this funding is an investment in the future. Specifically, if we can train clinicians, peer supporters, and other personnel to provide evidence-based treatments to the population, we will be providing a longer-term solution to the mental health needs of the citizens of Florida. Thus, our request is to provide the funds to train the helpers rather than simply to provide services.

The requested funding is projected to impact several of UCF's performance metrics.

UCF RESTORES' response to community needs is demonstrable. We are called to assist in a variety of traumatic events throughout our community, including deploying to police or fire stations when there is a first responder suicide or "bad" event. We have worked with mass shooting victims throughout the state. We continue to be the treatment center for veterans who cannot go to or do not want to go to the VA for treatment. Graduate and undergraduate students are integrated into all aspects of the treatment program, providing them with unique educational opportunities.

With funding provided in prior years, we have produced a web-based certificate program to train master's level clinicians who want to learn how to conduct evidence-based treatment for veterans and first responders. We saw the need for this program firsthand when we were requested to deploy to Parkland after the school shooting. We heard the stories of first responders, parents, and students who were unable to find therapists who were willing to work with them. Some of those students are now at UCF and have found their way to UCF RESTORES. We anticipate that when this program is released (later this fall), that the program will generate 450 graduate SCH yearly.

Finally, in terms of return on investment, it cannot be overstated that a key outcome of RESTORES' work is to allow the state to retain its critical group of first responders by allowing them to recover from their trauma-related injuries and return to the workplace. Not only does this improve the quality of life for these heroes, it has a substantial economic impact in terms of savings from the recruitment and training of replacement personnel. It has been estimated that up to 35% of police sick-time claims are due to the consequences of stress. Similar rates have been reported for firefighters. Obviously, this results in millions of dollars in cost to the agencies. Alarming, this rate appears to be increasing yearly. Additionally, the National Labor Organization reports that 63% of first responders who leave the workplace cite stress as a key factor in their decision. Recruiting replacements is both difficult and costly. Many agencies are suffering from an inability to even identify qualified personnel. When replacements are found, it is estimated that the costs of training can approach \$20,000 per person.

In summary, providing a first-class educational opportunity, combined with helping these worthy public servants, further combined with substantial cost savings results in a tremendous outcome for our citizens.

**III. Facilities** *(If this issue requires an expansion or construction of a facility, please complete the following table.):*

	Facility Project Title	Fiscal Year	Amount Requested	Priority Number
1.				
2.				

**2020-2021 Legislative Budget Request**  
**Education and General**  
**Position and Fiscal Summary**  
**Operating Budget Form II**  
(to be completed for each issue)

**University:** University of Central Florida  
**Issue Title:** UCF RESTORES

		NON- RECURRING	RECURRING	TOTAL
<hr/>				
<u>Positions</u>				
Faculty	0.00		0.00	0.00
Other (A&P/USPS)	14.00		0.00	14.00
	-----		-----	-----
Total	14.00		0.00	14.00
	=====		=====	=====
 <u>Salary Rate (for all positions noted above)</u>				
Faculty	\$0		\$0	\$0
Other (A&P/USPS)	\$780,000		\$0	\$780,000
	-----		-----	-----
Total	\$780,000		\$0	\$780,000
	=====		=====	=====
Salaries and Benefits	\$1,045,000		\$0	\$1,045,000
Other Personal Services	\$293,000		\$0	\$293,000
Expenses	\$1,246,500		\$1,200,000	\$2,446,500
Operating Capital Outlay	\$0		\$0	\$0
Electronic Data Processing	\$0		\$0	\$0
Special Category (Specific)	\$0		\$0	\$0
	\$0		\$0	\$0
	\$0		\$0	\$0
	\$0		\$0	\$0
	-----		-----	-----
Total All Categories	\$2,584,500		\$1,200,000	\$3,784,500
	=====		=====	=====

ITEM: FFC-2

**UCF BOARD OF TRUSTEES**  
**Finance and Facilities Committee**  
**July 18, 2019**

**Title:** Five-year Capital Improvement Plan

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**Background:**

Pursuant to 1001.74(12), 1011.40(1), and 1013.60, Florida Statutes, each year, the university must submit an updated Capital Improvement Plan (CIP) to the Board of Governors. This plan identifies projects that will be included in the three-year Public Education Capital Outlay (PECO) list, and provides information to the State Board of Education for its request for capital project funding for 2020-21.

**Issues to be Considered:**

The projects included in the CIP adhere to criteria prescribed by the Board of Governors;

**1. Remodeling/Renovation/Maintenance/Repair**

Funds will be requested from PECO pursuant to formula as required by section 1013.64(1)(a), Florida Statutes, and should not be included by the university on the CIP – this funding will be requested as the top system issue by the Board of Governors.

**2. Projects Previously Funded by the Legislature**

Projects previously funded by the Legislature, effective July 1, 2017, or later, should be listed next on the CIP; these are considered “Previously Funded”. If a university has more than one such project, priority should be given to those projects which can be most rapidly brought to completion.

**3. Capital Renewal and Stewardship of Existing Facilities**

- a) Subsystem Requests - Each board of trustees shall prioritize capital renewal and stewardship projects for individual subsystems of existing facilities which have failed or are functioning with substantial degradation in efficiency or performing at increased cost. This must be done on a line item basis.
- b) Multiple Subsystem Requests - Renovation of multiple subsystems of an existing facility may be requested only if approved pursuant to an Educational Plant Survey.
- c) Demolition - Funding for demolition of an existing facility may be requested only if approved pursuant to an Educational Plant Survey.

**4. New Facility Request**

A New Facility Request must address the following demand indicators:

- a) Will it improve the national ranking of a specific college; e.g. Music, Business, etc.?
- b) Will it allow for creation of a new academic program?
- c) Will it create both new research capability and capacity; requiring material institutional support?
- d) Will it expand current course offerings?
- e) Will it address campus-wide needs?

New Facility Requests **must also** be supported by an existing Educational Plant Survey, a business case study; and a plant Operations and Maintenance (PO&M) Budget Amendment, showing in detail how the existing operating Budget will be adjusted to address the increased

PO&M costs without additional state funds. Alternatively, identify non-state funding for the new facility.

**Alternatives to Decision:**

1. Not approve the Five-year Capital Improvement Plan.
2. Recommend changes to the Five-year Capital Improvement Plan.

**Fiscal Impact and Source of Funding:**

The renovation projects listed in the CIP include updates that should provide for operating cost efficiencies. Once submitted the Board of Governors will evaluate all universities based on the criteria above and a newly established points based system to present a request for PECO funding to the Legislature. If the State does not approve the funds requested, the University may include the same projects on next year's CIP, or, if available may request authorization to utilize E&G carryforward funds.

**Recommended Action:**

Approve the Five-year Capital Improvement Plan as presented.

**Authority for Board of Trustees Action:**

Florida Statute 1001.74

**Committee Chair or Chairman of the Board approval:**

Approved by Chair Alex Martins.

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**Submitted by:**

Misty Shepherd, Interim Vice President for Administrative Affairs and Operations

**Supporting Documentation:**

Attachment A: Five-year Capital Improvement Plan

**Facilitators/Presenters:**

Misty Shepherd, Interim Vice President for Administrative Affairs and Operations

Duane Siemen, Interim Associate Vice President for Facilities



Attachment A

STATE UNIVERSITY SYSTEM  
Five-Year Capital Improvement Plan (CIP-2) and Legislative Budget Request  
Fiscal Years 2020-21 through 2024-25  
CIP-2A, Summary of Projects - Revised April 15, 2019

University of Central Florida

Contact Name: [Gina Seabrook](#) Phone Number: (407) 823-5894 Email: [gina.seabrook@ucf.edu](mailto:gina.seabrook@ucf.edu)

**PECO-ELIGIBLE PROJECT REQUESTS**

Priority No	Project Title	2020-21	2021-22	2022-23	2023-24	2024-25	Academic or Other Programs to Benefit from Projects	Net Assignable Square Feet (NASF)	Gross Square Feet (GSF)	Project Cost	Project Cost Per GSF (Proj. Cost/ GSF)	Educational Plant Survey Recommended Date/Rec No.
		Year 1	Year 2	Year 3	Year 4	Year 5						
1	BIOLOGICAL SCIENCES RENOVATION (P.C.E)	\$2,163,000	\$17,304,000	\$2,163,000			Clge of Sciences	68769	116607	21,630,000	\$ 185	6/2016 Rev. 5-24-2019 No. 28
2	HOWARD PHILLIPS HALL RENOVATION (P.C.E)	\$12,400,000					Total Campus	33577	64619	12,400,000	\$ 192	6/2016 Rev. 5-24-2019 No. 26
3	COMMUNICATION AND MEDIA BUILDING RENOVATION - EXTERIOR (P.C)		\$3,300,000				Clge of CAH			3,300,000	#DIV/0!	6/2016 No. 21
<b>TOTAL</b>		<b>\$14,563,000</b>	<b>\$20,604,000</b>	<b>\$2,163,000</b>	<b>\$0</b>	<b>\$0</b>						

# Finance and Facilities Committee Meeting - New Business

## STATE UNIVERSITY SYSTEM Five-Year Capital Improvement Plan (CIP-2) and Legislative Budget Request Fiscal Years 2020-21 through 2024-25 CIP-2B, Summary of Projects (Revised 04/15/2019)

### CITF PROJECT REQUESTS

Priority No	Project Title	Year 1	Year 2	Year 3	Year 4	Year 5
1	John C. Hill Library Renovation Phase II	\$ 24,228,756				
	<b>TOTAL</b>	<b>\$ 24,228,756</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>

Academic or Other Programs to Benefit from Projects	Net Assignable Square Feet (NASF)	Gross Square Feet (GSF)	Project Cost	Project Cost Per GSF (Proj. Cost/ GSF)	Committee Approval Date
Total Campus	144,097	226,506	\$ 42,976,312	\$ 190	5/2012, rev. 5/13/2019

**State University System of Florida CIP - 3 PROJECT DETAIL Revised April 15, 2019**University Name University of Central Florida

Page \_\_\_\_ of \_\_\_\_

Project Address: 4110 Libra Drive  
Orlando, FL 32816Project Title Biological Sciences Renovation**CIP-3 A - NARRATIVE DESCRIPTION:**

The Biological Sciences Building is a reinforced concrete and masonry five-story structure (including the sub-level basement) and was built in 1975. With the addition of the annex in 2002, its size doubled to 116,607 gross square feet. A comprehensive renovation will increase the useful life span of the building and its systems. This building houses two general-purpose classrooms with a combined seating capacity of 110 seats, and nine specialized teaching laboratories (BIO-COS) with a combined seating capacity of 300 seats. Research laboratories and research support spaces facilitate the sponsored research of 40 principal investigators and numerous graduate and undergraduate students from Biological Sciences (COS), Burnett School of Biomedical Sciences (COM) Genomics and Bioinformatics Cluster (OR-FCI), and Kinesiology and Physical Therapy (CHPS). Researchers in this building were awarded \$12.5M in sponsored-research grants in the past three years. The rest of the building contains faculty and staff offices and conference rooms.

The Department of Biology is the greatest user of the building's instructional spaces, and has the 8th largest undergraduate program on campus, with 1,871 students in Fall 2018. In addition, the department serves thousands of non-majors through its teaching of introductory biology. The department has a well-recognized graduate program which currently supports 64 graduate students. Overall, the department comprises a balanced blend of research scientists and classroom lecturers who are committed to maintaining a diverse undergraduate curriculum and a dynamic graduate program, and engaging in contemporary research. Biology faculty have successfully trained thousands of undergraduate students for a range of biology careers, including botanists, zoologists, ecologists, and health care professionals. Furthermore, the department's broad-based curriculum provides excellent preparation for post-graduate education (e.g., medical, dental, veterinary, and graduate school). Its competitive MS and PhD programs provide contemporary training in a diverse academic environment. Many state and federal agencies, colleges, universities, environmental consulting firms, and NGOs have consistently employed its students. The Biology Department would make an even greater impact on the Central Florida region with up-to-date, optimized facilities designed to support its ability to provide broad-based science education in an engaging manner.

The university contracted with the ISES Corporation to conduct a Facilities Condition Assessment (FCA) to benchmark the condition of its E&G facilities. The ISES Corporation inspected Biological Sciences May 15, 2018 and reported the building's Facility Condition Needs Index (FCNI) at 0.47 (below average condition with major renovation required). The total 10-year facility renewal for this building was identified at \$20.6M, excluding soft costs and changes to facility space layout or function. Additional renewal costs were also identified for accessibility, health, and vertical transportation. Since construction of the annex in 2002, the building now employs two different HVAC systems that distribute air through several zone variable air volume terminal units from five air handlers. The air distribution ductwork supported by all five air handlers creates a high static pressure scenario to support single-pass air, and pressurization to the lab, vivarium, and classroom and office spaces. While laboratories and the vivarium require this costly single-pass air, it is unnecessary in lecture rooms and administrative spaces. A comprehensive approach to the HVAC system that considers space use is imperative to attain UCF's code compliance and energy sustainability goals. While most of the HVAC boiler equipment was replaced in 2002, some original pumps, the deaerator, condensate receivers, and pressure reducing valves are at the end of their service life. Additionally, the exterior air handler unit, the HEPA fans, the controls, the original distribution equipment, the exhaust fans, and fume hoods need to be replaced. Interior finishes/systems renovations include replacement of original vinyl floors, epoxy floor finishes, and

carpeting; millwork; and original wooden laboratory cabinetry. While the overall electrical distribution system does have remaining service life, any 1975 equipment will reach end of life within the next nine years. Exterior lighting will also need to be replaced within the same timeframe. Recommended plumbing modernizations include: replacement of the sump pump system within the next four years, replacement of medical air equipment and vacuum systems, and replacement of sinks and countertops. Life Safety upgrades include replacement of laboratory doors, sinks and water fountains and some classroom seating to be ADA-compliant, reconfiguration of the basement stairwell including a guardrail, and an upgrade of the fire alarm system.

#### SUSTAINABILITY AND LEED

The University of Central Florida is committed to sustainability and continued reduction of natural resource consumption in new construction projects, and renovations where applicable. As energy costs and demands continue to escalate, achieving higher levels of efficiency has become increasingly important to the university's mission. Since 2007, UCF has mandated LEED certification, with most projects achieving Gold. UCF requires specific individual LEED credits that contribute to UCF's core principles including energy efficiency, water conservation, and indoor air quality for all projects. The Facilities Planning & Construction and Utilities & Energy Services departments provide oversight for all new construction and major renovation projects, and expedite the commissioning process with the latest industry standards to ensure that the university's sustainability goals are met and operational efficiency is achieved.

#### Research/Laboratory

The space classification is predominately research or laboratory type, with standard classroom and office type minimized. The project will achieve LEED Gold certification with the U.S. Green Building Council (USGBC). Energy consumption will be at least 30% less than the energy standards cited in ASHRAE 90.1-2010, and water consumption will be at least 30% less than that of a comparable building. Laboratories will have continuous variable air flow valves with air flow reset capabilities. Domestic and laboratory hot water needs shall be provided primarily by solar thermal energy. The project will utilize the district cooling loop for space cooling needs and will look at alternative measures to provide dehumidification with the classifications of lab spaces and related energy use, and all heating and reheating will be hydronic.

#### EDUCATIONAL PLANT SURVEY

The Educational Plant Survey was conducted October 6-7, 2015, approved June 2016, and revised May 24, 2019.

#### CIP-3, B - PROJECT DESCRIPTION

Facility/Space Type	Net Area (NASF)	Net to Gross Conversion	Gross Area (GSF)	Unit Cost (Cost/GSF)*	Construction Cost	Assumed Bid Date	Occupancy Date
Classrooms			0	338	0		
Teaching Labs			0	364	0		
Study			0	327	0		
Research Labs			0	433	0		
Offices			0	339	0		
Auditoriums/Exhibitions			0	378	0		
Instructional Media			0	244	0		
Gymnasiums			0	255	0		
Campus Support			0	310	0		
Totals	0		0		0		

Space Detail for Remodeling Projects			
BEFORE		AFTER	
Space Type	Net Area (NASF)	Space Type	Net Area (NASF)

\*Apply Unit Cost to total GSF based on primary space type

Remodeling/Renovation	68769	116607	16438800				
Total Construction - New & Rem./Renov.			16,438,800	Total	0	Total	0

CIP-3, C - SCHEDULE OF PROJECT COMPONENTS				ESTIMATED COSTS			
	Funded to						
	<u>Date</u>	<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>	<u>Year 4</u>	<u>Year 5</u>	<u>Funded &amp; In CIP</u>
1. BASIC CONSTRUCTION COSTS							
a.Construction Cost (from above)				16,438,800			16,438,800
Add'l/Extraordinary Const. Costs							
b.Environmental Impacts/Mitigation							0
c.Site Preparation							0
d.Landscape/Irrigaiton							0
e.Plaza/Walks							0
f.Roadway Improvements							0
g.Parking ____ spaces							0
h.Telecommunication							0
i.Electrical Service							0
j.Water Distribution							0
k.Sanitary Sewer System							0
l.Chilled Water System							0
m.Storm Water System							0
n.Energy Efficient Equipment							0
Total Construction Costs	0	0	0	16,438,800	0	0	16,438,800
2. OTHER PROJECT COSTS							
a.Land/existing facility acquisition							0
b.Professional Fees			1790345				1790345
c.Fire Marshall Fees			43260				43260
d.Inspection Services			86087				86087
e.Insurance Consultant							0
f.Surveys & Tests			45000				45000
g.Permit/Impact/Environmental Fees			80617				80617
h.Artwork							0
i.Moveable Furnishings & Equipment					2163000		2163000
j.Project Contingency			117691	865200			982891
Total - Other Project Costs	0	0	2163000	865200	2163000	0	5191200
ALL COSTS 1+2	0	0	2,163,000	17,304,000	2,163,000	0	21,630,000

Appropriations to Date			Project Costs Beyond CIP Period			Total Project In
Source	Fiscal Year	Amount	Source	Fiscal Year	Amount	CIP & Beyond
TOTAL		0	TOTAL		0	21,630,000

# Finance and Facilities Committee Meeting - New Business

State University System of Florida CIP - 3 PROJECT DETAIL Revised April 15, 2019

University Name

University of Central Florida

Page \_\_\_ of \_\_\_

Project Address:

4297 Andromeda Loop N.  
Orlando, FL 32816

Project Title

Howard Phillips Hall Renovation

## CIP-3 A - NARRATIVE DESCRIPTION:

Howard Phillips Hall (HPH), a four-story concrete and masonry structure, was built in 1969 as one of the university's original buildings. It was partially remodeled in 1990 and 2000, but requires upgrades to its building systems as well as reconfiguration of its interior spaces. A comprehensive renovation will increase the useful life span of the building and its systems. Occupants within the building include the College of Sciences' Anthropology, Sociology, and Political Science departments; Global Perspectives; and student support services such as the Student Advising Center.

The university contracted with the ISES Corporation to conduct a Facilities Condition Assessment (FCA) to benchmark the condition of its E&G facilities. Howard Phillips Hall was inspected April 19, 2018. ISES reported the building's Facility Condition Needs Index (FCNI) at 0.34 (fair condition normal renovations required). The total 10-year facility renewal for this building was identified at \$8.7M, excluding soft costs as well as changes to facility space layout or function. Additional renewal costs were also identified for accessibility, exterior, and vertical transportation. HVAC renovations include a partial controls upgrade, replacement of compressors, distribution equipment, exhaust fans, and a condenser.

Additional renovation items include interior finishes/systems upgrades, including replacement of ceramic tile, acoustical tile, and a kitchenette. ISES recommends replacing the carpeting and vinyl flooring, door hardware, and some casework; and repainting the interior walls and hard-surface ceilings. Life Safety upgrades include comprehensive renovations to the existing second and fourth floor restrooms, installation of ADA-compliant stairwell and exterior handrails, dual-level drinking fountains, lever handle door hardware, and signage.

## SUSTAINABILITY AND LEED

The University of Central Florida is committed to sustainability and continued reduction of natural resource consumption in new construction projects, and renovations where applicable. As energy costs and demands continue to escalate, achieving higher levels of efficiency has become increasingly important to the university's mission. Since 2007, UCF has mandated LEED certification, with most projects achieving Gold. UCF requires specific individual LEED credits that contribute to UCF's core principles including energy efficiency, water conservation, and indoor air quality for all projects. The Facilities Planning & Construction and Utilities & Energy Services departments provide oversight for all new construction and major renovation projects, and expedite the commissioning process with the latest industry standards to ensure that the university's sustainability goals are met and operational efficiency is achieved.

Classroom/Office

The space classification is predominately classroom or office type, with research or laboratory type minimized. The project will achieve Gold LEED certification from the U.S. Green Building Council (USGBC). Energy consumption will be at least 30% less than the energy standards cited in ASHRAE 90.1-2010, and water consumption will be at least 30% less than that of a comparable building. The project will utilize the district cooling loop for space cooling needs and look at alternative measures to provide dehumidification with the classifications of classroom and offices and related energy use. All heating and reheating will be hydronic.

## EDUCATIONAL PLANT SURVEY

The Educational Plant Survey was conducted October 6-7, 2015, approved June 2016, and revised May 24, 2019.

## CIP-3, B - PROJECT DESCRIPTION

Facility/Space	Net Area (NASF)	Net to Conversion	Gross Area (GSF)	Unit Cost (Cost/GSF)*	Construction Cost	Assumed Bid Date	Occupancy Date
Classrooms			0	338	0		
Teaching Labs			0	364	0		
Study			0	327	0		
Research Labs			0	433	0		
Offices			0	339	0		
Auditoriums/Exhibitions			0	378	0		
Instructional Media			0	244	0		
Gymnasiums			0	255	0		
Campus Support			0	310	0		
Totals	0		0		0		
*Apply Unit Cost to total GSF based on primary space type							
Remodeling/Renovation	33577		64619		8883112		
Total Construction - New & Rem./Renov.					8,883,112		

## CIP-3, C - SCHEDULE OF PROJECT COMPONENTS

	ESTIMATED COSTS						Funded & In CIP
	Funded to Date	Year 1	Year 2	Year 3	Year 4	Year 5	
1. BASIC CONSTRUCTION COSTS							
a. Construction Cost (from above)			8,883,112				8,883,112
Add'l/Extraordinary Const. Costs							
b. Environmental Impacts/Mitigation							0
c. Site Preparation							0
d. Landscape/Irrigation							0
e. Plaza/Walks							0
f. Roadway Improvements							0
g. Parking ___ spaces							0
h. Telecommunication							0
i. Electrical Service							0
j. Water Distribution							0
k. Sanitary Sewer System							0
l. Chilled Water System							0
m. Storm Water System							0
n. Energy Efficient Equipment							0
Total Construction Costs		0	0	8,883,112	0	0	8,883,112
2. OTHER PROJECT COSTS							
a. Land/existing facility acquisition							0
b. Professional Fees			943069				943069
c. Fire Marshall Fees			26127				26127
d. Insurance Services			144527				144527
e. Insurance Consultant							0
f. Surveys & Tests			5330				5330
g. Permit/Impact/Environmental Fees			52499				52499
h. Artwork							0
i. Moveable Furnishings & Equipment			729120				729120
j. Project Contingency			1616216				1616216
Total - Other Project Costs		0	0	3516888	0	0	3516888
ALL COSTS 1+2		0	0	12,400,000	0	0	12,400,000

Appropriations to Date			Project Costs Beyond CIP Period			Total Project In CIP & Beyond
Source	Fiscal Year	Amount	Source	Fiscal Year	Amount	
TOTAL		0	TOTAL		0	12,400,000

# Finance and Facilities Committee Meeting - New Business

<b>State University System of Florida CIP - 3 PROJECT DETAIL Revised April 15, 2019</b>							
University Name: <u>University of Central Florida</u>		Page ____ of ____					
Project Address: <u>500 W. Livingston Street Orlando, FL 32801</u>							
Project Title: <u>Communication and Media Building - Exterior</u>							

**CIP-3 A - NARRATIVE DESCRIPTION:**

The Communication and Media Building (formerly the Orlando Expo Center and then the Center for Emerging Media) is a 130,000 GSF building that was acquired by the University of Central Florida in 2017. Constructed in 1934 and expanded in 1982, this three story masonry and steel structure primarily contains offices, meeting rooms, classrooms, media production, and exhibition and work areas for the Florida Interactive Entertainment Academy (FIEA). In 2019, the Princeton Review ranked FIEA as the fifth-best grad game design program in the world. The building also houses the Gallery 500, the EA Sports Innovation Lab, Studio 500, and various film and digital media facilities for the UCF School of Visual Art and Design. Beginning in Fall 2019, CMB also will serve as a critical academic facility supporting UCF's brand new Downtown campus, which is expected to enroll approximately 7,700 students upon opening. As an anchor for UCF Downtown, CMB will allow UCF to relocate programs that can leverage the university's existing facilities and academic strengths downtown.

This request is specifically to renovate and protect the exterior building envelope. The multi level built up roofs are in fair-to-poor condition and should be replaced in the near term, including upgrades to the failing gutters and downspouts. Although in adequate condition, the aging domed plastic skylights are also recommended for replacement with the proposed roofing upgrades. The exterior masonry and stucco facades are in poor condition, especially on the rear elevation. To improve the exterior aesthetic and restore a watertight exterior envelope, the cracked and damaged masonry/stucco must be repaired, including selective cleaning, repointing, waterproofing, caulking, and then repainting all elevations. While the newer exterior metal doors are in reasonable condition, all older metal egress and service doors are recommended for replacement. The metal framed, glass egress doors are also expected to reach the end of their typical lifecycle within the report scope. All overhead service doors are showing their age and should be upgraded. The metal framed, fixed, single pane windows and curtain walls have deteriorating reflective coatings and water penetration problems that are damaging interior finishes. This window glazing is recommended for replacement in conjunction with the proposed exterior facade improvements.

Any renovations to CMB, as part of the UCF Downtown campus, will help promote a dynamic learning environment for students in strategically-selected programs, in addition to the needs of growing occupations within the region and across the state.

**SUSTAINABILITY AND LEED**

The University of Central Florida is committed to sustainability and continued reduction of natural resource consumption in new construction projects, and renovations where applicable. As energy costs and demands continue to escalate, achieving higher levels of efficiency has become increasingly important to the university's mission. Since 2007, UCF has mandated LEED certification, with most projects achieving Gold. UCF requires specific individual LEED credits that contribute to UCF's core principles including energy efficiency, water conservation, and indoor air quality for all projects. The Facilities Planning & Construction and Utilities & Energy Services departments provide oversight for all new construction and major renovation projects, and expedite the commissioning process with the latest industry standards to ensure that the university's sustainability goals are met and operational efficiency is achieved.

**Classroom/Office**

The space classification is predominately classroom or office type, with research or laboratory type minimized. The project will achieve Gold LEED certification from the U.S. Green Building Council (USGBC). Energy consumption will be at least 30% less than the energy standards cited in ASHRAE 90.1-2010, and water consumption will be at least 30% less than that of a comparable building. The project will utilize the district cooling loop for space cooling needs and look at alternative measures to provide dehumidification with the classifications of classroom and offices and related energy use. All heating and reheating will be hydronic.

**EDUCATIONAL PLANT SURVEY**

The Educational Plant Survey was conducted October 6-7, 2015 and approved June 2016.

CIP-3, B - PROJECT DESCRIPTION									
Facility/Space Type	Net Area (NASF)	Net to Gross Conversion	Gross Area (GSF)	Unit Cost (Cost/GSF)*	Construction Cost	Assumed Bid Date	Occupancy Date		
Classrooms	0		0	338	0				
Teaching Labs	0		0	364	0				
Study	0		0	327	0				
Research Labs	0		0	433	0				
Offices	0		0	339	0				
Auditoriums/Exhibitions	0		0	378	0				
Instructional Media	0		0	244	0				
Gymnasiums	0		0	255	0				
Campus Support	0		0	310	0				
Totals	0		0		0				
*Apply Unit Cost to total GSF based on primary space type									
Remodeling/Renovation					2852850				
Total Construction - New & Rem./Renov.					2,852,850			Total	0

CIP-3, C - SCHEDULE OF PROJECT COMPONENTS									
ESTIMATED COSTS									
		Funded to Date	Year 1	Year 2	Year 3	Year 4	Year 5	Funded & in CIP	
1. BASIC CONSTRUCTION COSTS			2,852,850					2,852,850	
a. Construction Cost (from above)									
Add'l/Extraordinary Const. Costs									
b. Environmental Impacts/Mitigation									0
c. Site Preparation									0
d. Landscape/Irrigation									0
e. Plaza/Walks									0
f. Roadway Improvements									0
g. Parking spaces									0
h. Telecommunication									0
i. Electrical Service									0
j. Water Distribution									0
k. Sanitary Sewer System									0
l. Chilled Water System									0
m. Storm Water System									0
n. Energy Efficient Equipment									0
Total Construction Costs		0	2,852,850	0	0	0	0	2,852,850	
2. OTHER PROJECT COSTS									
a. Land/existing facility acquisition									0
b. Professional Fees			238133					238133	
c. Fire Marshall Fees			7508					7508	
d. Inspection Services									0
e. Insurance Consultant									0
f. Surveys & Tests			14850					14850	
g. Permit/Impact/Environmental Fees			15749					15749	
h. Artwork									0
i. Moveable Furnishings & Equipment									0
j. Project Contingency			170910					170910	
Total - Other Project Costs		0	447150	0	0	0	0	447150	
ALL COSTS 1+2		0	3,300,000	0	0	0	0	3,300,000	

Appropriations to Date			Project Costs Beyond CIP Period			Total Project In CIP & Beyond	
Source	Fiscal Year	Amount	Source	Fiscal Year	Amount		
TOTAL		0	TOTAL		0		3,300,000

# Finance and Facilities Committee Meeting - New Business

State University System of Florida CIP - 3 PROJECT DETAIL Revised April 15, 2019

University Name University of Central Florida

Page \_\_\_ of \_\_\_

Project Address: 12701 Pegasus Drive  
Orlando FL 32816

Project Title John C. Hitt Library Renovation Phase II

## CIP-3 A - NARRATIVE DESCRIPTION:

The John C. Hitt Library, built in 1967 when enrollment was 1,948 students, is woefully inadequate 50 years later to meet the growing needs of current and future student populations. The existing library, with a collection of over 1.2 million print volumes, is open 105 hours per week, and has a patron count of almost 1.25 million visits per year. During a typical midterm week, 41,000 people visit the library. The existing library presently has 1,903 public seats, which represents about 4.9% of the main campus FTE, and is significantly less than the minimum requirements recommended by the Association of College and Research Libraries.

The university contracted with the ISES Corporation to conduct a Facilities Condition Assessment (FCA) to benchmark the condition of its E&G facilities. The John C. Hitt Library renovation will address both critical and non-critical issues identified in the FCA. These issues encompass deficiencies such as indoor air quality, fire alarm modernization, potable water and plumbing distribution systems, electrical service, asbestos, HVAC modernization, lighting upgrades, building automation, ADA compliance, building envelope repairs, interior finishes, flooring, egress, exterior lighting, and utility service entrance upgrades. Information technology upgrades are also required in order to meet current and future requirements.

The remaining phases of the Library project consist of the build-out of the remaining ARC aisle, the full renovation of the third floor of the library, which requires the addition of a mechanical room to the first floor, and system replacements such as boilers and chilled water pumps. Future phases will renovate additional floors of the library. This project will accommodate 3,438 seats, about 8.9 of the main campus FTE.

When completed, the renovated and expanded facility will include redesigned, more efficient, and flexible interior spaces, featuring greatly increased seating in information literacy classrooms; triple the number of group study rooms; a 24/7 study area; a digital initiatives center; additional Special Collections and University Archives space; and more than twice the number of technology workstations. Additional features will include dedicated graduate study space and quiet study areas. The library will integrate advances in technology seamlessly with library services and collections.

## SUSTAINABILITY AND LEED

The University of Central Florida is committed to sustainability and continued reduction of natural resource consumption in new construction projects, and renovations where applicable. As energy costs and demands continue to escalate, achieving higher levels of efficiency has become increasingly important to the university's mission. Since 2007, UCF has mandated LEED certification, with most projects achieving Gold. UCF requires specific individual LEED credits that contribute to UCF's core principles including energy efficiency, water conservation, and indoor air quality for all projects. The Facilities Planning & Construction and Utilities & Energy Services departments provide oversight for all new construction and major renovation projects, and expedite the commissioning process with the latest industry standards to ensure that the university's sustainability goals are met and operational efficiency is achieved.

## Classroom/Office

The space classification is predominately open seating, group study rooms, stacks, or office type, with laboratory or research type minimized. The project will achieve Gold LEED certification from the U.S. Green Building Council (USGBC). Energy consumption will be at least 30% less than the energy standards cited in ASHRAE 90.1-2010, and water consumption will be at least 30% less than that of a comparable building. The project will utilize the district cooling loop for space cooling needs and look at alternative measures to provide dehumidification with the classifications of classroom and offices and related energy use. All heating and reheating will be hydronic.

## EDUCATIONAL PLANT SURVEY

The Educational Plant Survey was conducted October 6-7, 2015 and approved June 2016.

## CIP-3, B - PROJECT DESCRIPTION

Facility/Space Type	Net Area (NASF)	Net to Conversion	Gross Area (GSF)	Unit Cost (Cost/GSF)*	Construction Cost	Assumed Bid Date	Occupancy Date
Classrooms	0		338	0	0		
Teaching Labs	0		364	0	0		
Study	0		327	0	0		
Research Labs	0		433	0	0		
Offices	0		339	0	0		
Auditoriums/Exhibitions	0		378	0	0		
Instructional Media	0		244	0	0		
Gymnasiums	0		255	0	0		
Campus Support	0		310	0	0		
Totals	0		0		0		
*Apply Unit Cost to total GSF based on primary space type							
Remodeling/Renovation	144097		226506		30029333		
Total Construction - New & Rem./Renov.					30,029,333	Total	226506
						Total	0

## CIP-3, C - SCHEDULE OF PROJECT COMPONENTS

		ESTIMATED COSTS						
	Funded to	Date	Year 1	Year 2	Year 3	Year 4	Year 5	Funded & In CIP
1. BASIC CONSTRUCTION COSTS								
a. Construction Cost (from above)	15,543,436		14,485,897					30,029,333
Add/Extraordinary Const. Costs								
b. Environmental Impacts/Mitigation								0
c. Site Preparation			673900					673,900
d. Landscape/Irrigation			1600000					1,600,000
e. Plaza/Walks								0
f. Roadway Improvements								0
g. Parking ____ spaces								0
h. Telecommunication			936370					936,370
i. Electrical Service								0
j. Water Distribution								0
k. Sanitary Sewer System								0
l. Chilled Water System			168475					168,475
m. Storm Water System								0
n. Energy Efficient Equipment								0
Total Construction Costs	15,543,436		17,864,642	0	0	0	0	33,408,078
2. OTHER PROJECT COSTS								
a. Land/existing facility acquisition								0
b. Professional Fees	3206120		0					3206120
c. Fire Marshall Fees			84237					84237
d. Inspection Services			295790					295790
e. Insurance Consultant			18018					18018
f. Surveys & Tests			146152					146152
g. Permit/Impact/Environmental Fees			101101					101101
h. Artwork			0					0
i. Moveable Furnishings & Equipment			4121208					4121208
j. Project Contingency			1597608					1597608
Total - Other Project Costs	3206120		6364114	0	0	0	0	9570234
ALL COSTS 1+2								
	18,749,556		24,228,756	0	0	0	0	42,978,312

Appropriations to Date			Project Costs Beyond CIP Period			Total Project In CIP & Beyond
Source	Fiscal Year	Amount	Source	Fiscal Year	Amount	
CITF	2017-18	1710066				
CITF	2018-19	7701673				
CITF	2019-20	9337817				
TOTAL		18749556	TOTAL		0	42,978,312



ITEM: **FFC-3**

**UCF BOARD OF TRUSTEES  
Finance and Facilities Committee  
July 18, 2019**

**Title:** UCF and Valencia College Partnership Agreement for Downtown Campus

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**Background:**

In August 2019, UCF will open a new campus in the heart of downtown Orlando in partnership with Valencia College. UCF Downtown will be home to select academic programs from the College of Community Innovation and Education, Nicholson School of Communication and Media, and A.A. and A.S. programs offered by Valencia College.

The campus will include the new Dr. Phillips Academic Commons, a renovated Center for Emerging Media, UnionWest a privately developed mixed-use student housing building managed by UCF Housing and Residence Life, a new UCF parking garage, a new central energy plant, and use of the Centroplex Parking Garage and adjacent support space.

Since 2014, Valencia has been a key partner in the design of the academic and student experience on the downtown campus. In addition to the Walt Disney School of Culinary and Hospitality, Valencia will offer lower division courses on the campus to both UCF and Valencia students.

In January 2016, Valencia committed \$2 million towards the construction of the Dr. Phillips Academic Commons in addition to their commitment to lease and buildout space for the Walt Disney School of Culinary and Hospitality in UnionWest.

To provide a consistent experience for our students, faculty, and staff on the shared campus and reduce the duplication of services, UCF and Valencia are entering into a partnership agreement to outline how we will share costs and provide lower division courses, share facilities, and provide shared services on the campus.

**Issues to be Considered:**

Whether to approve a partnership agreement with Valencia College on the downtown campus.

**Alternatives to Decision:**

Deny approval of the partnership agreement.

**Fiscal Impact and Source of Funding:**

Valencia College will contribute approximately \$1.2 million annually toward the operating costs of the downtown campus.

UCF will share one-third of the net commission generated from the Downtown Campus Store and Downtown Campus Vending with Valencia College.

**Recommended Action:**

Approve the partnership agreement with Valencia College.

**Authority for Board of Trustees Action:**

Delegation of Authority to the President, Items requiring specific approval of the board, 3. Contractual obligation of more than five (5) years' duration and an aggregate net value of five million or more dollars, options, renewals, extensions, or amendments thereto, other than grants, contracts, and other agreements for research, sponsored training, clinical trials, patents and licensing, technology transfer, and research compliance.

**Contract Reviewed/Approved by General Counsel:**

Reviewed by Jennifer Cerasa.

**Committee Chair of Chairman of the Board Approved:**

Approved by Chair Alex Martins.

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**Submitted by:**

Misty Shepherd, Interim Vice President for Administrative Affairs and Operations

**Supporting Documentation:**

Attachment A: Contract Summary Form for Partnership Agreement

Attachment B: Letter from President Shugart (January 2015)

Attachment C: Letter from former Provost Whittaker (October 2015)

Attachment D: Letter from President Shugart (January 2016)

**Facilitators/Presenters:**

Mike Kilbride, Assistant Vice President, UCF Downtown

Jennifer Cerasa, Senior Associate General Counsel

## Attachment A

**Summary of Agreement**

<b>Purpose/Background</b>	<p>In August 2019, UCF will open a new campus in the heart of downtown Orlando in partnership with Valencia College. UCF Downtown will be home to select academic programs from the College of Community Innovation and Education, Nicholson School of Communication and Media, and A.A. and A.S. programs offered by Valencia College.</p> <p>To provide a consistent experience for our students, faculty, and staff on the shared campus and reduce the duplication of services, UCF and Valencia are entering into a partnership agreement to outline how we will share costs and provide lower division courses, share facilities and provide shared services on the campus.</p>
<b>Parties</b>	<p>University of Central Florida Board of Trustees District Board of Trustees of Valencia Community College, Florida</p>
<b>Term</b>	<p>Initial Term: This Agreement shall be effective as of August 1, 2019 and terminates on June 30, 2029.</p> <p>Renewal Terms: The Term will be automatically renewed for two (2) successive ten (10) year terms thereafter, unless either party provides written notice of its intent to terminate or amend this Agreement, on or before 12 months preceding each renewal term.</p>
<b>Obligations of UCF</b>	<p>UCF grants first right to schedule instructional and lab space in certain areas.</p> <p>UCF Facilities will provide routine operations and maintenance for Valencia facilities, except unique operations that support the Valencia culinary and hospitality program.</p> <p>UCF selects bookstore operator and serves as contact.</p> <p>UCF selects third party operator to manage vending and serves as primary contact.</p> <p>UCF PD provide law enforcement and security operations. Including CCTV cameras, access controls.</p> <p>UCF responsible for maintaining daily crime log and issuing emergency alerts.</p>
<b>Obligations of other party</b>	<p>Valencia will purchase 75 reserved parking spaces. Valencia may purchase an addition 25 spaces.</p> <p>Provide learning support and tutoring.</p> <p>Joint participation in reporting items, including Clery reporting and emergency situations.</p>

<b>Financial terms</b>	<p>Provides for an annual update of operating costs on May 1 each year, to be confirmed by May 31<sup>st</sup>.</p> <p>Valencia Licensing Fee: based on actual POM costs for downtown Campus minus any state appropriations for owned space. For UCF leased space within UnionWest, it is actual lease cost.</p> <p>Valencia Facilities Service Fee: Actual POM costs, minus utilities, billed on a square foot basis.</p> <p>Technology update will be shared equally between parties in UCF owned/leased spaces, Valencia will be responsible for tech costs associated with Valencia leased space in UnionWest.</p> <p>Valencia pays 1/3 network connectivity charges.</p> <p>Revenue sharing of Bookstore- UCF will pay Valencia one third of net commissions collected from provider of the Downtown Campus store (commission minus amortized capital improvements).</p> <p>Vending Revenue- UCF will pay Valencia 1/3 of total commission collected for vending operations on Downtown Campus.</p> <p>Valencia pays \$50k in year one for access to Rec and Wellness Center.</p>
<b>Termination rights</b>	N/A
<b>Additional terms</b>	<p>Mutual grant of license to each party to use or access each other's owned or leased premises.</p> <p>Student parking decals will be purchased through UCF.</p> <p>Tuition waiver provided to all UCF students to be charged the Valencia tuition rate for Co-Listed courses.</p>
<b>Link to agreement</b>	<a href="https://bot.ucf.edu/files/2019/07/FFC-3-Facilities-License-Agreement-070219-for-Approval.pdf">https://bot.ucf.edu/files/2019/07/FFC-3-Facilities-License-Agreement-070219-for-Approval.pdf</a>

Attachment B



January 28, 2015

John Hitt, Ph.D.  
President  
University of Central Florida

Dear John:

I would like to provide a brief update on Valencia's planning for the partnership campus in downtown Orlando.

First, we are delighted to be partnered with you in this important work and especially take to heart the responsibility to bring services to residents already in and near the proposed site.

We are planning with your team to provide a full complement of lower division and general education coursework and to collaborate, seamlessly, on the services that wrap around them. These courses will be available to students seeking Valencia A.S. degrees, A.A. degrees as a part of DirectConnect to UCF, and UCF students. In addition, we acknowledge that UCF will also offer a streamlined set of general education courses to insure that UCF first time in college students will have the choice to meet their general education requirements with UCF taught courses on the downtown campus.

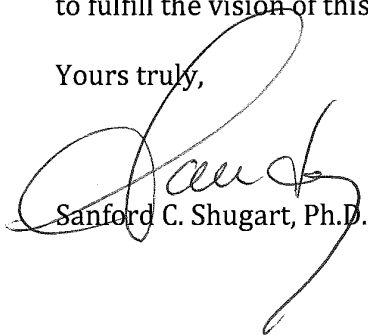
Signature programs in planning for relocation to the downtown site include computer graphics and interactive design and the Walt Disney World Center for Hospitality and Culinary arts, comprising a suite of majors related to hospitality management and, obviously, high level culinary training. Slightly more than 2,000 students are currently enrolled in these programs. Additionally, while not relocating them, we plan to expand programming in arts and entertainment to the site, including film technology, music recording technology, etc.

Our short- and long-term programmatic plans for the downtown site do not duplicate academic programs planned to be offered by UCF. We will continue our longstanding commitment to offer complementary programs that complete high-demand academic and workforce pathways in Central Florida and to extend residents a broader on ramp to high education.

All of these decisions have been vetted with Valencia's Board of Trustees, and the college already has approval for a downtown campus from the State Board of Education going back many years – the authority under which our Downtown Center operated on the corner of Orange Avenue and Church Street.

Please know that Valencia will continue to work vigorously in partnership with the university to fulfill the vision of this important investment in the future of Orlando.

Yours truly,

A handwritten signature in black ink, appearing to read "Sanford", with a large, sweeping flourish extending downwards and to the right.

Sanford C. Shugart, Ph.D.

Attachment C



Office of the Provost and Executive Vice President

October 19, 2015

Dr. Sanford Shugart  
President  
Valencia College  
P.O. BOX 3028  
Orlando, Florida 32802

Re: Letter of Assurance regarding UCF Downtown Academic Building

Dear President Shugart:

The University of Central Florida in partnership with Valencia College is striving to develop a 21st-century campus in downtown Orlando. This full-service campus would be located on an approximately 15-acre site donated by the City of Orlando and include a new academic building, the renovation of an existing facility, student services, academic support, housing, parking, and recreation and health services.

Our combined efforts will result in a world-class, best-in-the-nation site for academic and research innovation, collaborative partnerships, and community and industry engagement. UCF hereby assures Valencia College that any funding provided toward the project will be used to construct the new academic building in the heart of the downtown campus.

The downtown campus expands UCF's long-standing partnership with Valencia, which would relocate complementary programming and offer non-duplicated coursework. In addition to UCF course offerings, this new academic building will provide learning and faculty office space to support the full complement of courses required to receive a Valencia College associate's degree.

We recognize the opportunity for both UCF and Valencia to enhance access to degree attainment and quality of education through our DirectConnect to UCF program, and look forward to collaborative and collegial interactions between the administration, faculty, staff, and students of both institutions at the downtown campus.

As part of this assurance, UCF and Valencia will work together to provide a shared lower-division strategy that eliminates course duplication. In addition, both institutions will create a common student experience that focuses on student success, working to further streamline the academic experience and transfer/transition process between institutions.

Valencia will offer the lower-division courses at the downtown campus. UCF will provide specific downtown program prerequisites not offered by Valencia, and all downtown students will have access to and benefit from these courses.

October 19, 2015  
Letter of Assurance  
page two

Academic leadership teams from UCF and Valencia are working together through an advisory committee to deliver this shared experience, including efforts to enhance curricula alignment and pedagogy across lower-division education for the betterment and success of our students.

This committee, along with UCF and Valencia's leadership, is committed to the success of this shared strategy, and agrees to an assurance of quality and evidence of preparedness for upper-division courses offered at the downtown campus.

This joint assurance will include evaluations of lower-division learning outcomes by UCF and Valencia representatives every three years once the downtown campus opens to ensure all students' success toward graduation.

I look forward to reviewing the details with you in the near future.

Sincerely,

A handwritten signature in black ink, appearing to read "A. Dale Whittaker". The signature is fluid and cursive, with a long horizontal stroke at the end.

A. Dale Whittaker  
Provost and Executive Vice President  
University of Central Florida

ADW:cd



Attachment D



January 14, 2016

Dr. John Hitt, President  
University of Central Florida

Dear Dr. Hitt:

It is our intention that the partnership arrangement in the downtown campus accomplish two important objectives: first, to connect relevant education programs more closely to the primary employers of their graduates, and second, to reduce the overall cost of college to our students through partnering with UCF even more deeply at this location.

I am writing to confirm Valencia College's commitment to Phase One of the proposed joint downtown campus. Specifically, the college will commit \$2 million to the construction of the initial joint-use facility. This investment is comprised of local revenue resources and will not include any state appropriated funds or student tuition and fees.

Valencia College further proposes to redeploy our Walt Disney World School for Hospitality and Culinary Arts from our West Campus, where it has outgrown existing facilities, to the downtown campus in facilities provided by the master developer. The fifty thousand square foot commitment will require the college only to finish out the fully shelled space and will carry no other building costs. Most of these very modest costs we anticipate to come through philanthropy, corporate in-kind gifts, and other local resources. We will not seek state capital funding for this component of the campus.

Finally, it is quite likely that Valencia College students attending both the downtown campus and other campuses will seek housing in the privately provided student housing solution downtown. This can be accomplished through an inter-institutional housing agreement such as we have used in the past.

Thank you for seeking this clarification. Please feel free to share it with others in the process as necessary. I look forward to extending what is already one of the finest higher education partnerships in the country into new and rewarding territory to the benefit of our students and community.

Yours truly,

A handwritten signature in black ink, reading "Sanford C. Shugart".

Sanford C. Shugart

ITEM: FFC-4

**UCF BOARD OF TRUSTEES**  
**Finance and Facilities Committee**  
**July 18, 2019**

**Title:** Centroplex Lease Agreement with City of Orlando

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**Background:**

In August 2019, UCF will open a new campus in the heart of downtown Orlando in partnership with Valencia College. UCF Downtown will be home to select academic programs from the College of Community Innovation and Education, Nicholson School of Communication and Media, and A.A. and A.S. programs offered by Valencia College.

The campus will include the new Dr. Phillips Academic Commons, a renovated Center for Emerging Media, UnionWest a privately developed mixed-use student housing building managed by UCF Housing and Residence Life, a new UCF parking garage, a new central energy plant, and use of the Centroplex Parking Garage and adjacent support space.

In February 2016, UCF and the City of Orlando executed a Memorandum of Understanding that outlined the basic framework of the terms of future agreements to be entered into between UCF and the City for the development of the new campus in downtown Orlando's Creative Village should the campus be approved by the Board of Governors and receive the needed state funding.

In the Memorandum of Understanding, the City committed to leasing the University the entire Centroplex I Garage, with a total of 603 parking spaces, and 10,000 square feet of adjacent retail space for a term of five years with an option to renew for three additional one-year periods. The City committed to the following payment terms:

- \$1 per space per year for 300 spaces
- \$52.50 per space per month for 303 spaces
- \$5,000 per month for 10,000 square feet of adjacent retail space

The parking garage will be managed by UCF Parking and Transportation Services to provide parking for students, faculty, and staff of the downtown campus. The retail space will house the UCF Police Department's Downtown Substation and Flying Horse Editions, a collaborative research studio for visual arts.

The attached lease formalizes UCF's agreement with the City of Orlando to support parking, safety, and space needs of the UCF Downtown campus.

**Issues to be Considered:**

Whether to approve a lease agreement with the City of Orlando for Centroplex I and 10,000 square feet of adjacent retail space to support the operations of UCF Downtown.

**Alternatives to Decision:**

Deny approval of the lease.

**Fiscal Impact and Source of Funding:**

The annual rent for the garage and adjacent retail space totals \$251,190 and will be funded by the Parking and Transportation Auxiliary Department.

**Recommended Action:**

Approve the lease agreement with the City of Orlando for Centroplex I and 10,000 square feet of adjacent retail space.

**Authority for Board of Trustees Action:**

Florida Statutes 1001.70

Florida Board of Governors Regulation 1.001, University Board of Trustees Power and Duties.

7k. Each board of trustees may authorize the rent or lease of parking facilities, provided that such facilities are funded through parking fees or parking fines imposed by a university. A board of trustees may authorize a university to charge fees for parking at such rented or leased parking facilities and fines.

UCF-7.203 Real Property Leasing

UCF-7.208 Leases of 5,000 Square Feet or More

Delegation of Authority to President

**Contract Reviewed/Approved by General Counsel:**

Reviewed by Jennifer Cerasa.

**Committee Chair of Chairman of the Board Approved:**

Approved by Chair Alex Martins.

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**Submitted by:**

Misty Shepherd, Interim Vice President for Administrative Affairs and Operations

**Supporting Documentation:**

Attachment A: Contract Summary Page for Lease with the City of Orlando

**Facilitators/Presenters:**

Jennifer Cerasa, Senior Associate General Counsel

Mike Kilbride, Assistant Vice President, UCF Downtown

## Attachment A

**Summary of Agreement**

<b>Purpose/Background</b>	<p>In the Memorandum of Understanding entered into between UCF and City of Orlando in February 2016, the City committed to leasing the University the Centroplex I Garage and interior retail space. The Centroplex 1 Garage Lease provides for the lease of 603 parking spaces, and 10,700 square feet of adjacent retail spaces.</p> <ul style="list-style-type: none"> <li>- \$1 per space per year for 300 spaces</li> <li>- \$52.50 per space per month for 303 spaces</li> <li>- \$5,000 per month for 10,000 square feet of adjacent retail space</li> </ul> <p>The garage will provide parking for students, faculty, and staff of the downtown campus. The retail space will house the UCF Police Department's Downtown Substation and Flying Horse Editions, a collaborative research studio for visual arts.</p>
<b>Parties</b>	<p>City of Orlando University of Central Florida Board of Trustees</p>
<b>Term</b>	<p>Initial Term: 5 years, ending June 30, 2024. Option to Renew: Three (3) additional one (1) year terms.</p>
<b>Obligations of UCF</b>	<p>Responsible for maintenance of building (except capital). Responsible for submitting annual O&amp;M budget. Comply with permits, licenses, approvals, etc. necessary to operate. Comply with any rules and regulations established by the City. Use the City's Greenworks Initiative Policy that prohibits single use plastic straws and single use plastic bags.</p>
<b>Obligations of other party</b>	<p>City is responsible for maintenance, repair and replacement of building systems, roof, exterior walls, building foundation and structural components. City is also responsible for repair and replacement of any item estimated in excess of \$100k.</p>
<b>Financial terms</b>	<ul style="list-style-type: none"> <li>- \$1 per space per year for 300 spaces</li> <li>- \$52.50 per space per month for 303 spaces</li> <li>- \$5,000 per month for 10,000 square feet of adjacent retail space (Retail Rent abatement for first 6 months)</li> <li>- Additional costs associated with utilities</li> </ul>
<b>Termination rights</b>	<p>Neither party may terminate this lease for its convenience. May terminate under certain condemnation or eminent domain situations. Contains the standard language making payment of lease subject to annual appropriations.</p>

<b>Additional terms</b>	<p>UCF is insuring through self-insurance and state GL policy. City is maintaining property insurance.</p> <p>LYNX will be permitted to continue to use a portion of the first floor of the garage for LYMMO during certain hours. This is for bus ingress/egress, passenger pick up and drop off and other associated uses. The City's Downtown Clean Team will continue to use a portion of the first floor for storage and parking of 3 vehicles. The City's Downtown Ambassadors will also have continued use of the bike lockers.</p> <p>UCF can upgrade fountain and landscaping on the property, may install IT and blue lights, and provide security.</p>
<b>Link to agreement</b>	<p><a href="https://bot.ucf.edu/files/2019/07/FFC-4-Centroplex-I-Garage-Lease-Contract.pdf">https://bot.ucf.edu/files/2019/07/FFC-4-Centroplex-I-Garage-Lease-Contract.pdf</a></p>

ITEM: FFC-5

**UCF BOARD OF TRUSTEES**  
**Finance and Facilities Committee**  
**July 18, 2019**

**Title:** Addendum to Management Agreement between Creative Village SHP Owner, LLC and UCF Board of Trustees

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**Background:**

Creative Village SHP Owner, LLC and UCF subsequently entered into a Management Agreement dated October 8, 2018, whereby Owner selected UCF, and UCF accepted, the appointment to manage and market the Housing Component, referred to as UnionWest. The Management Agreement acknowledges that a portion of the student beds will be leased to Valencia students and requires Owner, Valencia, and UCF to enter into an Addendum to the Management Agreement to allocate the number of student beds to Valencia.

**Issues to be Considered:**

1. To achieve the highest occupancy rates possible.
2. Provide an equitable mix of both UCF and Valencia students in UnionWest Housing.

**Alternatives to Decision:**

Provide an alternative mix of beds assigned and/or a revised schedule to release the beds to either party.

**Fiscal Impact and Source of Funding:**

N/A.

**Recommended Action:**

Approve Addendum to Management Agreement

**Authority for Board of Trustees Action:**

Delegation of Authority to the President, Items requiring specific approval of the Board, 3. Contractual obligation of more than five (5) years' duration and an aggregate net value of five million or more dollars, options, renewals, extensions, or amendments thereto, other than grants, contracts, and other agreements for research, sponsored training, clinical trials, patents and licensing, technology transfer, and research compliance.

**Contract Reviewed/Approved by General Counsel:**

Reviewed by Jennifer Cerasa.

**Committee Chair or Chairman of the Board approval:**

Approved by Chair Alex Martins.

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**Submitted by:**

Misty Shepherd, Interim Vice President for Administrative Affairs and Operations

**Supporting Documentation:**

Attachment A: Contract Summary Form for Addendum to Management Agreement between Creative Village SHP Owner, LLC and UCF Board of Trustees

**Facilitators/Presenters:**

Jennifer Cerasa, Senior Associate General Counsel

Mike Kilbride, Assistant Vice President for Downtown

Peter Mitchell, Director of Business & Finance and Auxiliary Services, UCF Housing and Residence Life

### Summary of Agreement

<b>Purpose/Background</b>	UCF previously entered into a Management Agreement on October 8, 2018 with Creative Village SHP Owner, LLC (Owner) to provide the UCF would manage and market the privately-owned student housing project now known as UnionWest. The Management Agreement contemplated that UCF, Valencia and the Owner would enter into a future addendum where the parties agreed upon an allocation of the student housing beds between UCF and Valencia. This Addendum to Management Agreement sets forth the allocation of the 600 student beds between Valencia and UCF and provides for a tiered release approach.
<b>Parties</b>	University of Central Florida Board of Trustees Creative Village SHP Owner, LLC
<b>Term</b>	Runs concurrently with the Management Agreement. Management Agreement is a twenty (20) year term, expiring on July 31, 2039.
<b>Obligations of UCF</b>	Reserve 200 beds from October 1 – May 15 <sup>th</sup> for Valencia. On May 15 <sup>th</sup> , if housing applications for Valencia total 150+, 200 beds remain reserved; If applications total <150, 50 beds are released back to UCF. On June 20 <sup>th</sup> , if housing applications for Valencia total 125+, 150 beds remain reserved, if applications are between 100 and 125, 25 beds are released; if applications are between 50 and 100, 50 beds are released to UCF; and if applications total < 50, 100 beds are released to UCF. On July 15 <sup>th</sup> , there are no more reservations set aside for Valencia and applications are on a first come first serve basis. If 200 completed housing applications reach 200 and UnionWest is not at full occupancy, the beds reserved for Valencia may increase.
<b>Obligations of other party</b>	N/A
<b>Financial terms</b>	N/A
<b>Termination rights</b>	Automatically expires or terminates with the Management Agreement. Management Agreement provides several termination options for cause, including for breach of Management Agreement, Lease Agreement or Project Agreement.



<b>Additional terms</b>	N/A
<b>Link to agreement</b>	<a href="https://bot.ucf.edu/files/2019/07/FFC-5-Addendum-to-Mangement-Agreement.pdf">https://bot.ucf.edu/files/2019/07/FFC-5-Addendum-to-Mangement-Agreement.pdf</a>

ITEM: FFC-6

**UCF BOARD OF TRUSTEES**  
**Finance and Facilities Committee**  
**July 18, 2019**

**Title:** Student Transportation Services Agreement

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**Background:**

This agreement will provide student transportation services to, from, within, and in the vicinity of UCF's main campus. Service includes transportation to the Health Sciences Campus at Lake Nona, Rosen School of Hospitality Management, UCF Downtown Campus, and other locations mutually agreed upon during the term of the contract. Ridership is approximately 10,000 boardings per day, with an estimated 140,000 hours of operation per year. The awarded contractor will be responsible for all day-to-day operations, administration, and maintenance of the shuttle fleet. The bus builds and related equipment orders will be placed by the awarded contractor upon execution of the agreement. The term of the agreement for the operation and management of the student shuttle services shall be July 1, 2020 through June 30, 2030.

**Summary:**

The current agreement for student transportation services expires June 30, 2020. On October 15, 2018 Procurement Services issued an Invitation to Negotiate (ITN), a competitive procurement process to select the offer that represents the best possible value. Six submittals were received on December 17, 2018 from Academy, Escot Bus Lines, First Transit, Inc., Groome Transportation, National Express Transit, and Transdev Services. The university assigned Kris Singh, Director of Parking and Transportation Services, as decision maker (DM). The DM in turn assigned as proposal evaluators representatives from Parking and Transportation Services, Sustainability Initiatives, UCF IT, and Student Government Association (SGA). A consultant from Tim Haahs, a transportation consulting firm, was appointed as an advisor.

Upon completion of the proposal evaluations, the DM made the decision to enter into negotiations with the top four proposers: Groome Transportation, Escot Bus Lines, First Transit, and Transdev Services. The negotiation team assigned by the DM consisted of the same representatives above and the addition of UCF Trustee Walsh and a consultant from Tim Haahs. Skip Frisz, Director of Procurement for Red Lobster Seafood Company, served as an advisor. UCF Procurement Services participated in negotiations and oversaw the process.

After two rounds of negotiations, Escot Bus Services was removed from consideration due to lack of experience with fixed route transportation services, no single contract the size and scope of UCF, lack of operation in Orlando specific for UCF service, and below-market driver wages. The three remaining proposers were invited to present to the negotiations team on April 8, 2019.

Two additional rounds of negotiations were conducted, followed by requests for Best and Final Offers (BAFOs) on May 17, 2019, which were due May 22, 2019. After careful consideration of proposals, including BAFOs and consensus from the negotiation team, the DM announced his intent to award to Groome Transportation during a May 23, 2019 meeting.

Procurement Services in turn posted the Notice of Intent to Award on their departmental website and notified the proposers of the decision. In accordance with Florida Statutes, the intent to award was posted for 72 hours to allow time for any proposers to protest the decision. Transdev, the incumbent contractor, submitted a timely Intent to Protest on May 28, 2019 and will have 10 calendar days to file a formal Notice of Protest and provide a protest bond, which will cause the university president to consider continuing the award to Groome or ceasing the award process pending the outcome of the protest. UCF General Counsel can explain the ramifications of either decision. In the meantime, Procurement Services continued to work with Groome Transportation to finalize the terms and conditions of a final Agreement in the event Transdev does not file a Notice of Protest. Transdev's "Notice" had not been received by UCF at the time of this submittal.

#### **Issues to be Considered:**

Approval of the 10-year contract to Groome Transportation for UCF's Student Shuttle Services. Groome Transportation provided the best overall value for this service, saving the university over \$23,780,400 through negotiations.

Groome has experience providing fixed route services to higher education institutions. The proposed cost, operations plan, and driver wages are sustainable and affordable to UCF throughout the life of the contract. Through this contract, Groome Transportation will provide a brand-new fleet of buses built specifically for UCF needs, including 45 new propane-powered Blue Bird 2 Door Buses with 36 seated passenger capacity, eight new bio-diesel-powered El Dorado Axess Low-Floor Single Door Buses with 40 seated passenger capacity, and eight Starcraft Allstar propane-powered cutaway buses. Groome is providing 10 additional buses over the current operation and what UCF requested in the ITN. The total 10-year cost to UCF is \$86,121,000.

Transdev, the incumbent contractor, has experience providing fixed route services to higher education institutions. However, their proposed cost, operations plan, and driver wages were not as beneficial to the university as Groome's, specifically regarding cost and driver wages and their notice that they would need to renegotiate costs within a year or two. Transdev's proposal included 45 Blue Bird propane-fueled 2 Door Buses with 33 seated passenger capacity, eight El Dorado bio-diesel-fueled Axess Low-Floor Single Door Buses with 40 seated passenger capacity, and six propane-fueled turtle top buses. The total 10-year cost to UCF would have been \$109,901,400 (\$23,780,400 higher than Groome's).

First Transit has experience providing fixed route services to higher education institutions. The proposed cost, operation plan, and driver wages were not as beneficial to the university as Groome's, specifically regarding cost, which was offset by higher than average driver wages. First Transit's proposal included 18 new diesel-powered El Dorado EZ II Riders, 14 used diesel-powered El Dorado EZ II Riders, 12 new diesel-powered Starcraft Allstar XL 40', seven new diesel-powered Starcraft Allstar XL 36', and nine new propane-powered Starcraft Allstar F550 vehicles. The total 10-year cost to UCF would have been \$117,021,800 (\$30,900,800 higher than Groome's).

#### **Alternatives to Decision:**

- (1) Deny approval of agreement, cancel ITN in its entirety, and reissue Invitation to Negotiate.
- (2) Deny approval of agreement and renegotiate terms and conditions with Groome Transportation.

**Fiscal Impact and Source of Funding:**

This contract is valued at an average cost of \$8,612,100 per year, for a total of \$86,121,000 over a 10-year period. This service is funded through the Parking Services Operations Budget (02900301). There are no restrictions on the use of these funds.

**Recommended Action:**

Approval of the 10-year Agreement to Groome Transportation.

**Authority for Board of Trustees Action:**

Delegation of Authority to the President, Items requiring specific approval of the Board, 3. Contractual obligation of more than five (5) years' duration and an aggregate net value of five million or more dollars, options, renewals, extensions, or amendments thereto, other than grants, contracts, and other agreements for research, sponsored training, clinical trials, patents and licensing, technology transfer, and research compliance.

**Contract Reviewed/Approved by General Counsel:**

Reviewed by Jordan Clark.

**Committee Chair or Chairman of the Board approval:**

Approved by Chair Alex Martins.

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**Submitted by:**

Dennis Crudele, Interim Chief Financial Officer

Misty Shepherd, Interim Vice President for Administrative Affairs and Operations

**Supporting Documentation:**

Attachment A: Contract Summary Page from General Counsel

Attachment B: Contract Summary from Procurement Services

Attachment C: Cost Proposal Summary (based on Best and Final Offers)

Attachment D: Evaluation Summary

Attachment E: ITN Document

**Facilitators/Presenters:**

Gregory D. Robinson, Assistant Vice President, Procurement Services

Kris Singh, Director, Parking and Transportation Services

## Attachment A

## Summary of Agreement

<b>Purpose/Background</b>	Transportation services agreement to provide shuttle services to UCF students. Routes include trips to UCF Health Sciences Campus at Lake Nona, Rosen School of Hospitality Management, UCF Downtown Campus. Ridership is approximately 10,000 passenger trips per day with an estimated 140,000 hours of operations per year.			
<b>Parties</b>	UCF and Groome Transportation, Inc.			
<b>Term</b>	10 years, 2020-30 with an extension period that may not exceed 12 months or the completion of a competitive solicitation.			
<b>Obligations of UCF</b>	Financial obligations are approximately \$86 million over 10 years.			
<b>Obligations of other party</b>	Groome Transportation, Inc. shall provide shuttle services on and around UCF's various campuses and adjacent properties. The services will be provided using 61 buses (45 Blue Bird propane powered, 8 El Dorado bio-diesel powered, and 8 Starcraft propane powered buses). Groome shall be responsible for all day-to-day operations, administration, and maintenance of shuttle fleet.			
<b>Financial terms</b>	<b>Contract Year</b>	<b>Hourly Rate</b>	<b>Annual Hours</b>	<b>Total Annual Cost</b>
	Year 1	\$56.15	140,000	\$7,861,000
	Year 2	\$57.27	140,000	\$8,017,800
	Year 3	\$58.42	140,000	\$8,178,800
	Year 4	\$59.59	140,000	\$8,342,600
	Year 5	\$60.78	140,000	\$8,509,200
	Year 6	\$62.00	140,000	\$8,680,000
	Year 7	\$63.24	140,000	\$8,853,600
	Year 8	\$64.50	140,000	\$9,030,000
	Year 9	\$65.79	140,000	\$9,210,600
	Year 10	\$67.41	140,000	\$9,437,400
	<b>Total</b>			<b>\$86,121,000</b>
<b>Termination rights</b>	Yes. <ul style="list-style-type: none"> <li>• for cause after 90-day cure period</li> <li>• for breaching Florida's public record law (F.S. 119)</li> <li>• by mutual consent of the parties</li> </ul>			
<b>Additional terms</b>	An assignable option to purchase the fleet of buses.			
<b>Link to agreement</b>	<a href="https://bot.ucf.edu/files/2019/07/FFC-6-Shuttle-Services-Contract.pdf">https://bot.ucf.edu/files/2019/07/FFC-6-Shuttle-Services-Contract.pdf</a>			

Attachment B

ITN1802NCSA Student Transportation Services  
Requesting Board of Trustees' Approval of Contract  
Tentatively Awarded to Groome Transportation (Groome)

The current agreement for student transportation services expires June 30, 2020.

An Invitation to Negotiate (ITN) was advertised on the Procurement Services website and Florida Vendor Bid System, shared with local chambers of commerce and other organizations, and forwarded directly to 23 transportation service suppliers.

Six (6) proposals were received: Academy, Escot Bus Lines, First Transit, Inc., Groome Transportation, National Express Transit, and Transdev Services.

Proposals were evaluated by individuals from Parking and Transportation Services, Sustainability Initiatives, UCF IT, and Student Government Association. A consultant from Tim Haahs, a transportation consulting firm, was appointed as an advisor. The Decision Maker was Kris Singh, Director of Parking and Transportation Services.

After the initial evaluation, the Decision Maker decided to enter the negotiation phase with the top four (4) proposers: Groome Transportation, Escot Bus Lines, First Transit and Transdev Services.

A negotiation team was formed with the same representatives above and the addition of UCF Trustee Walsh. Skip Frisz, Director of Procurement for Red Lobster Seafood Company, served as an advisor. Negotiations were conducted for three months before a Best and Final Offer was requested and received from three proposers on May 22, 2019. Final pricing is listed below.

- Groome Transportation \$86,121,000
- Transdev \$109,901,400
- First Transit \$117,021,800

The Decision Maker, with consensus from the negotiation team, issued an intent to award the contract to Groome Transportation, which provided the best overall value for this service to the university.

Transdev, the incumbent contractor, submitted a timely Intent to Protest on May 28, 2019 and will have ten (10) calendar days to file a formal Notice of Protest and provide a protest bond, which will cause the university president to consider continuing the award to Groome or ceasing the award process pending the outcome of the protest. UCF General Counsel can explain the ramifications of either decision. In the meantime, Procurement Services has continued to work with Groome Transportation to finalize the terms and conditions of a final Agreement in the event Transdev does not file a Notice of Protest. Transdev's "Notice" had not been received by UCF at the time of this submittal.

Agreement Overview

Groome Transportation will provide student transportation services to, from, within, and in the vicinity of UCF's main campus. Service includes transportation to the Health Sciences Campus at Lake Nona, Rosen School of Hospitality Management, UCF Downtown Campus and other locations mutually agreed upon during the term of the contract. Ridership is approximately 10,000 boardings per day, with an estimated 140,000 hours of operation per year. Groome will be responsible for all day-to-day operations, administration and maintenance of the shuttle fleet.

Contract Term

Groome will begin performance of the bus builds and related equipment orders upon execution of this Agreement. The Agreement for the operation and management of student shuttle services will be for ten (10) years, effective July 01, 2020 through June 30, 2030. An extension may not exceed 12 months or until completion of the competitive solicitation and award or protest, whichever is longer

Termination

The contract may be terminated at any time by mutual consent in writing. Either party may terminate the contract immediately for breach by the other that remains substantially uncured after thirty (30) days' advanced written notice to the breaching party. The university shall be liable only for payment for services satisfactorily rendered/goods satisfactorily delivered and accepted from the date of commencement until the effective date of termination.

Purchase Option

UCF will have the option to purchase the equipment and may, without the consent of Groome, transfer or assign the purchase option to an affiliate or transfer or assign the purchase to any succeeding contractor as a transportation services provider to UCF.

Financials

Groome will provide forty-five (45) new Blue Bird propane-powered 2 Door Buses with 36 seated passenger capacity, eight (8) new El Dorado bio-diesel-powered Axess Low-Floor Single Door Buses with 39 seated passenger capacity, and eight (8) new Starcraft Allstar propane-powered buses with 20 seated passenger capacity.

The hourly rates and estimated annual costs are provided below.

Contract Year	Hourly Rate	Annual Hours	Total Annual Cost
Year 1	\$56.15	140,000	\$7,861,000
Year 2	\$57.27	140,000	\$8,017,800
Year 3	\$58.42	140,000	\$8,178,800
Year 4	\$59.59	140,000	\$8,342,600
Year 5	\$60.78	140,000	\$8,509,200
Year 6	\$62.00	140,000	\$8,680,000
Year 7	\$63.24	140,000	\$8,853,600
Year 8	\$64.50	140,000	\$9,030,000
Year 9	\$65.79	140,000	\$9,210,600
Year 10	\$67.41	140,000	\$9,437,400
<b>Total</b>			<b>\$86,121,000</b>

Through negotiations, UCF will save \$23,780,400 over the life of the contract.

There is no comparable cost differential to the current contract; UCF will receive all new buses and equipment, as well as ten (10) additional buses over the required minimum, which would offset any comparable savings in the early years of the contract.

*Advertising Revenue:* UCF will have the opportunity to advertise on Groome buses. UCF will retain all revenue from advertising.

*Annual Scholarships:* Groome will provide \$5,000 per year in contract years 1-5 and \$10,000 per year in contract years 6-10 to fund scholarships and provide financial assistance to students pursuing a transportation-related degree. UCF may award the scholarship funds to any students it selects, as long as the recipient students satisfy UCF's financial aid criteria

*Charter Services:* Groome will provide charter services to campus groups, as requested, at a cost to be determined per trip.

#### Sustainability Initiatives

Groome will provide fifty-three (53) propane-fueled vehicles as part of this contract. The use of propane as an alternative fuel to diesel will reduce greenhouse gas emissions while also reducing dependency on foreign petroleum. GHG emissions are expected to be reduced by 15% for propane fuel vehicles, assuming the same fuel economy as a comparable diesel vehicle. This will directly benefit the scope 3 emissions as tracked and reported towards the university's goal of climate neutrality. In addition, local air quality as well as the general aesthetic of the exhaust stream are expected to improve with the propane vehicles.

#### Student Employment Opportunities

Groome Transportation is willing to offer various employment opportunities to students. These include:

- supervisory internship opportunities for the right UCF students finishing their undergraduate degrees and/or entering their master's programs (preferably with some type of degree emphasis in transportation);
- driving positions to UCF students that attain their CDLs if they can pass the required background checks, meet Groome's driving standards and pass a physical; and
- jobs as bus washers to students.



Key Performance Indicators

UCF Parking and Transportation Services will measure the level of customer service and contract compliance by Groome. The metrics are listed below.

Objective	Description	Metric	Frequency	Target	Penalty
<b>On Time Performance</b>	Minimize wait times at scheduled stops	Arrival and departure from scheduled stops are no more than 5 minutes early or late. GPS reporting tool.	Quarterly	A 90% accuracy of on-time performance	\$100 per bus with less than 90% on-time performance. For example: once a quarter UCF uploads all the arrival and departure times using the GPS reporting tool. The 90% benchmark will be set using the GPS information. A \$100 penalty will be applied to each occurrence under the 90% benchmark.
<b>Training</b>	Customer service excellence	Contractor is to certify all drivers receive customer service training	Semi-annually	100% of staff trained	N/A
<b>Customer Satisfaction</b>	Customer experience and feedback	Satisfactory rating on customer surveys	Semi-annually	80% satisfactory rating	N/A
<b>Customer Satisfaction</b>	Customer experience	Contractor is to respond to and investigate customer complaints	Quarterly	100% of complaints are addressed within 48 hours of receipt	After 3rd occurrence: \$100, and each occurrence thereafter for complaints not addressed within 48 hours of receipt.

<b>Reliability</b>	Minimize service interruptions	Contractor is responsible for all vehicle maintenance and must provide backup vehicles in case of breakdowns or accidents within 1-hour notice or less	Quarterly	100% route coverage	After 3rd occurrence: \$200, and each occurrence thereafter for back-up vehicles not arriving in 1-hour notice or less.
<b>GPS Application</b>	Provides web-based interface that shows buses traveling in real time on map/location	Contractor is to install GPS-based passenger information system on all shuttles used.	Quarterly	95% accuracy of information in real-time	\$100 per bus when less than 95% accuracy measured daily by ensuring that each bus GPS system is active. Once a quarter UCF will determine the number of buses active throughout the period. The 95% benchmark will be determined. A \$100 penalty will be applied to each occurrence under the 95% benchmark when the GPS application is not active.
<b>Safety</b>	Ensure passenger safety on board campus shuttles	Contractor is to report all accidents, injuries and damages and provide log incidents and number of accidents	Quarterly	100% reporting of data immediately	\$100, and each occurrence thereafter. The incident log will be reviewed quarterly. A \$100 penalty will be assessed for any incidents not reported to UCF within 24 hours.

## Attachment C

**Groome**

(45) Blue-Bird 2 Door Buses 36 Seated Passenger, (8) El Dorado Axxess Low-Floor Single Door B

Option 1: 10 Year	Year 1	Year 2	Year 3	Year 4
Hourly Rate	\$56.15	\$57.27	\$58.42	\$59.59
Annual Hours	140,000	140,000	140,000	140,000
Annual Price	\$7,861,000.00	\$8,017,800.00	\$8,178,800.00	\$8,342,600.00
Escalation Percentage		1.99%	2.01%	2.00%
Hourly Rate Increase		\$1.12	\$1.15	\$1.17
New Hourly Rate		\$57.27	\$58.42	\$59.59

**Transdev**

(45) BlueBird 2 Door Buses 33 Seated Passenger, (8) El Dorado Axxess Low-Floor Single Door B

Option 2: 10 Year	Year 1	Year 2	Year 3	Year 4
Hourly Rate	\$65.98	\$68.22	\$71.47	\$72.73
Annual Hours	140,000	140,000	140,000	140,000
Annual Price	\$9,237,200.00	\$9,550,800.00	\$10,005,800.00	\$10,182,200.00
Escalation Percentage		3.39%	4.76%	1.76%
Hourly Rate Increase		\$2.24	\$3.25	\$1.26
New Hourly Rate		\$68.22	\$71.47	\$72.73

Difference from Groome:

Hourly Rate	\$9.83	\$10.95	\$13.05	\$13.14
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Total	\$1,376,200.00	\$1,533,000.00	\$1,827,000.00	\$1,839,600.00
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**First Transit**

(18) New El Dorado II Transit, (14) Used El Dorado II transit, (12) New Starcraft AllStar XL 40 ft,

Option 1: 10 Year	Year 1	Year 2	Year 3	Year 4
Hourly Rate	\$66.84	\$70.16	\$73.53	\$76.99
Annual Hours	140,000	140,000	140,000	140,000
Annual Price	\$9,357,600.00	\$9,822,400.00	\$10,294,200.00	\$10,778,600.00
Escalation Percentage		4.97%	4.80%	4.71%
Hourly Rate Increase		\$3.32	\$3.37	\$3.46
New Hourly Rate		\$70.16	\$73.53	\$76.99

Difference from Groome:

Hourly Rate	\$10.69	\$12.89	\$15.11	\$17.40
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Total	\$1,496,600.00	\$1,804,600.00	\$2,115,400.00	\$2,436,000.00
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## Buses to Meet 40 Seated Passenger, &amp; (8) Starcraft Allstar Cutaway Buses. (61 units)

Year 5	Year 6	Year 7	Year 8	Year 9
\$60.78	\$62.00	\$63.24	\$64.50	\$65.79
140,000	140,000	140,000	140,000	140,000
\$8,509,200.00	\$8,680,000.00	\$8,853,600.00	\$9,030,000.00	\$9,210,600.00
2.00%	2.01%	2.00%	1.99%	2.00%
\$1.19	\$1.22	\$1.24	\$1.26	\$1.29
\$60.78	\$62.00	\$63.24	\$64.50	\$65.79

## Buses 40 Seated Passenger, &amp; (6) Propane Turtle Tops. Blue Birds to be Propane or Dies

Year 5	Year 6	Year 7	Year 8	Year 9
\$77.35	\$81.53	\$84.73	\$86.74	\$88.17
140,000	140,000	140,000	140,000	140,000
\$10,829,000.00	\$11,414,200.00	\$11,862,200.00	\$12,143,600.00	\$12,343,800.00
6.35%	5.40%	3.92%	2.37%	1.65%
\$4.62	\$4.18	\$3.20	\$2.01	\$1.43
\$77.35	\$81.53	\$84.73	\$86.74	\$88.17
\$16.57	\$19.53	\$21.49	\$22.24	\$22.38
\$2,319,800.00	\$2,734,200.00	\$3,008,600.00	\$3,113,600.00	\$3,133,200.00

## (7) New Starcraft AllStar 36 ft, (9) New Starcraft AllStart F550. (60 Units)

Year 5	Year 6	Year 7	Year 8	Year 9
\$80.84	\$84.65	\$89.00	\$93.45	\$98.04
140,000	140,000	140,000	140,000	140,000
\$11,317,600.00	\$11,851,000.00	\$12,460,000.00	\$13,083,000.00	\$13,725,600.00
5.00%	4.71%	5.14%	5.00%	4.91%
\$3.85	\$3.81	\$4.35	\$4.45	\$4.59
\$80.84	\$84.65	\$89.00	\$93.45	\$98.04
\$20.06	\$22.65	\$25.76	\$28.95	\$32.25
\$2,808,400.00	\$3,171,000.00	\$3,606,400.00	\$4,053,000.00	\$4,515,000.00

Year 10	Totals
\$67.41	
140,000	
<u>\$9,437,400.00</u>	<u>\$86,121,000.00</u>
2.46%	
\$1.62	\$8,612,100.00 Avg Cost Per Year
\$67.41	\$61.52 Avg. Hourly Rate Per Year

el, Client to Decide. (59 Units)

Year 10	Totals
\$88.09	
140,000	
<u>\$12,332,600.00</u>	<u>\$109,901,400.00</u>
-0.09%	
-\$0.08	\$10,990,140.00 Avg Cost Per Year
\$88.09	\$78.50 Avg. Hourly Rate Per Year

\$20.68	\$169.86 Total Diff. Hourly Rate
	<u>\$23,780,400.00</u> Hourly Rate X 140,000
\$2,895,200.00	<u>\$23,780,400.00</u>

Year 10	Totals
\$102.37	
140,000	
<u>\$14,331,800.00</u>	<u>\$117,021,800.00</u>
4.42%	
\$4.33	\$11,702,180.00 Avg Cost Per Year
\$102.37	\$83.59 Avg. Hourly Rate Per Year

\$34.96	\$220.72 Total Diff. Hourly Rate
	<u>\$30,900,800.00</u> Hourly Rate X 140,000
\$4,894,400.00	<u>\$30,900,800.00</u>



## Attachment D

# 1802MCSA - Student Transportation Services Scoring Summary

## Active Submissions

	Total	A. Experience and Qualifications	B. Transit Service Requirements	C. Vehicle Requirements	D. Transit Technology
Supplier	2625	375	375	300	125
Transdev Services, Inc.	2291	316	339	280	109
Escot Bus Lines	2254	247	313	270	107
First Transit, Inc.	2182	365	345	278	112
Groome Transportation	2096	268	279	238	110
Academy	1929	315	242	230	71
National Express Transit Corporation	1891	252	289	253	114



E. Cost Proposal	F. Innovative Ideas	G. Additional Incentives	H. Conformance to ITN
1250	75	75	50
1065	66	69	47
1135	70	70	42
970	61	10	41
1100	58	5	38
985	42	13	31
925	10	15	33

## Attachment E

<p align="center"><b>SUBMIT OFFER TO:</b> Via Bonfire Web Portal <b>UNIVERSITY OF CENTRAL FLORIDA</b> Phone:(407) 823-2661 www.procurement.ucf.edu <a href="https://ucfprocurement.bonfirehub.com/opportunities/10988">https://ucfprocurement.bonfirehub.com/opportunities/10988</a> Your submission must be uploaded, submitted, and finalized prior to the closing time on November 30, 2018 at 3:00PM. We strongly recommend that you give yourself sufficient time and at least ONE (1) day before the Closing Time to begin the uploading process and to finalize your submission. See Appendix V for submittal instructions.</p>		<p align="center"><b>University of Central Florida</b>  <b>INVITATION TO NEGOTIATE</b>  <b>Contractual Services Acknowledgement Form</b></p>	
Page 1 of 63 Pages		OFFERS WILL BE OPENED: NOVEMBER 30, 2018 at 3:00PM and may not be withdrawn within 6 months after such date and time.	
UNIVERSITY MAILING DATE: <b>10/15/2018</b>		ITN TITLE: STUDENT TRANSPORTATION SERVICES	
FEDERAL EMPLOYER IDENTIFICATION NUMBER			
VENDOR NAME		REASON FOR NO OFFER	
VENDOR MAILING ADDRESS			
CITY - STATE - ZIP CODE		<b>POSTING OF PROPOSAL TABULATIONS</b>	
AREA CODE	TELEPHONE NO.	Proposal tabulations with intended award(s) will be posted for review by interested parties on the Procurement Services solicitation webpage and will remain posted for a period of 72 hours. Failure to timely file a protest or failure to timely deliver the required bond or other security in accordance with the Board of Governors' Regulations 18.002 and 18.003 shall constitute a waiver of protest proceedings.	
	FAX NO.		
	EMAIL:		

**Government Classifications**  
**Check all applicable**

- |  |   |
|--|---|
| <input type="checkbox"/> African American        | <input type="checkbox"/> American Women       |
| <input type="checkbox"/> Asian-Hawaiian          | <input type="checkbox"/> Government Agency    |
| <input type="checkbox"/> Hispanic                | <input type="checkbox"/> MBE Federal          |
| <input type="checkbox"/> Native American         | <input type="checkbox"/> Non-Minority         |
| <input type="checkbox"/> Non-Profit Organization | <input type="checkbox"/> Pride                |
| <input type="checkbox"/> Small Business Federal  | <input type="checkbox"/> Small Business State |

*I certify that this offer is made without prior understanding, agreement, or connection with any corporation, firm or person submitting an offer for the same materials, supplies, or equipment and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this offer and certify that I am authorized to sign this offer for the vendor and that the vendor is in compliance with all requirements of the Invitation To Negotiate, including but not limited to, certification requirements. In submitting an offer to an agency for the State of Florida, the vendor offers and agrees that if the offer is accepted, the vendor will convey, sell, assign or transfer to the State of Florida all rights, title and interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by the state of Florida. At the State's discretion, such assignment shall be made and become effective at the time the procurement agency tenders final payment to the vendor.*

**GENERAL CONDITIONS**

**1. SEALED OFFERS:** All offer sheets and this form must be executed and submitted as specified in Section 2.6. Offer prices not submitted on any attached price sheets when required shall be rejected. All offers are subject to the terms and conditions specified herein. Those which do not comply with these terms and conditions are either automatically rejected with respect to non-compliance with non-negotiable terms and conditions or may be rejected, at UCF's sole discretion, with respect to any other terms and conditions.

**2. EXECUTION OF OFFERS:** Offers must contain a manual signature of the representative authorized to legally bind the Respondent to the provisions herein. Offers must be typed or printed in ink. Use of erasable ink is not permitted. All corrections to prices made by vendor are to be initialed.

**3. NO OFFER SUBMITTED:** If not submitting an offer, respond by returning only this offer acknowledgment form, marking it "NO OFFER," and explain the reason in the space provided above. Failure to respond without justification may be cause for removal of the company's name from the solicitation mailing list. NOTE: To qualify as a respondent, vendor must submit a "NO OFFER," and it must be received no later than the stated offer opening date and hour.

**AUTHORIZED SIGNATURE (MANUAL)**

**AUTHORIZED SIGNATURE (TYPED), TITLE**

1



**4. PRICES, TERMS AND PAYMENT:** Firm prices shall be negotiated and include all services rendered to the purchaser.

**Invitation to Negotiate Acknowledgment Form (revised 08/08/17)**

**(a) DISCOUNTS:** Cash discount for prompt payment shall not be considered in determining the lowest net cost for offer evaluation purposes.

**(b) MISTAKES:** Offerors are expected to examine the conditions, scope of work, offer prices, extensions, and all instructions pertaining to the services involved. Failure to do so will be at the offeror's risk.

**(c) INVOICING AND PAYMENT:** All vendors must have on file a properly executed W-9 form with their Federal Employer Identification Number prior to payment processing.

Vendors shall submit properly certified original invoices to:

Finance & Accounting  
12424 Research Parkway, Suite 300  
Orlando, Florida 32726-3249

Invoices for payment shall be submitted in sufficient detail for a proper pre-audit and post audit. Prices on the invoices shall be in accordance with the price stipulated in the contract at the time the order is placed. Invoices shall reference the applicable contract and/or purchase order numbers. Invoices for any travel expenses shall be submitted in accordance with the State of Florida travel rates at or below those specified in Section 112.061, Florida Statutes and applicable UCF policies. Travel Reimbursement must be made using the UCF Voucher for Reimbursement of Traveling Expenses available on the web at <http://www.fa.ucf.edu/forms/forms.cfm#>.

Final payment shall not be made until after the contract is complete unless the University has agreed otherwise.

**Interest Penalties:** Vendor interest penalty payment requests will be reviewed by the UCF ombudsman whose decision will be final.

**Vendor Ombudsman:** A vendor ombudsman position has been established within the Division of Finance & Accounting. It is the duty of this individual to act as an advocate for vendors who may be experiencing problems in obtaining timely payments(s) from the University of Central Florida. The Vendor Ombudsman can be contacted at (407) 882-1040; or by mail at the address in paragraph 4, (c) above.

The ombudsman shall review the circumstances surrounding non-payment to:

- determine if an interest payment amount is due;
- calculate the amount of the payment; and
- ensure timely processing and submission of the payment request in accordance with University policy.



**UNIVERSITY OF CENTRAL FLORIDA**

**INVITATION TO NEGOTIATE (ITN) NUMBER 1802MCSA**

**FOR**

**STUDENT TRANSPORTATION SERVICES**

## TABLE OF CONTENTS

<b>1.0</b>	<b>INTRODUCTION</b>
1.1	Statement of Objective.....
1.2	Contract Award.....
1.3	UCF Environment.....
<b>2.0</b>	<b>GENERAL CONDITIONS</b>
2.1	Authorized UCF Representative/Public Notices/UCF Discretion....
2.2	Approximate Calendar of Events.....
2.3	Respondent Communications and/or Inquiries.....
2.4	Respondent's Conference and Site Visit.....
2.5	Written Addenda.....
2.6	Offer Due/Opening Date.....
2.7	Section Not Used.....
2.8	Evaluation Criteria and Selection Process.....
2.9	Posting of Recommended Selection.....
2.10	Offer Validity Period.....
2.11	Disposition of Offer/Florida Public Records Law Compliance.....
2.12	Economy of Presentation.....
2.13	Restricted Discussions/Submissions.....
2.14	Verbal Instructions Procedure.....
2.15	State Licensing Requirements.....
2.16	Parking.....
2.17	Definitions.....
2.18	Procurement Rules.....
2.19	Force Majeure.....
2.20	Limitation of Remedies, Indemnification, and Insurance.....
2.21	Term of Contract.....
2.22	Cancellation/Termination of Contract.....
2.23	Assignment and Amendment of Contract.....
2.24	Independent Parties.....
2.25	Performance Investigations.....
2.26	Records.....
2.27	Public Records.....
2.28	Public Records, Service Contracts, Compliance 119.0701, FS
2.29	Severability.....
2.30	Notices.....
2.31	Governing Law and Venue.....
2.32	Liaison.....
2.33	Subcontracts.....
2.34	Employment of UCF Personnel.....
2.35	Conflict of Interest.....
2.36	Equal Opportunity Statement.....
2.37	Waiver of Rights and Breaches.....

2.38	Headings Not Controlling.....
2.39	Employee Involvement/Covenant Against Contingent Fees.....
2.40	Employment of Aliens.....
2.41	Site Rules and Regulations.....
2.42	Travel Expenses.....
2.43	Annual Appropriations.....
2.44	Taxes.....
2.45	Contractual Precedence.....
2.46	Use of Contract by Other Government Agencies.....
2.47	Public Entity Crimes.....
2.48	Work for Hire.....
2.49	Export Control.....
2.50	Nonnegotiable Conditions and Requirements.....
2.51	Revised Quantities.....
2.52	Family Educational Rights and Privacy Act
2.53	Smoke Free Policy
2.54	Contact with Minor Children
2.55	Reporting of Child Abuse

**3.0 STUDENT SHUTTLE SERVICE REQUIREMENTS.....**

**4.0 REQUIRED OFFER FORMAT.....**

**5.0 OTHER REQUIREMENTS.....**

<b>APPENDIX I</b>	<b>TERMS AND CONDITIONS</b>
<b>APPENDIX II</b>	<b>CERTIFICATE OF NON-SEGREGATED FACILITIES</b>
<b>APPENDIX III</b>	<b>COMPLIANCE AND CERTIFICATION OF GOOD STANDINGS</b>
<b>APPENDIX IV</b>	<b>SECURE HANDLING OF UCF DATA</b>
<b>APPENDIX V</b>	<b>BONFIRE SUBMISSION INSTRUCTIONS FOR SUPPLIERS</b>
<b>APPENDIX VI</b>	<b>PEAK TRANSPORTATION SERVICE ORDER</b>

## **1.0 INTRODUCTION**

### **1.1 Statement of Objective**

The objective of this Invitation to Negotiate (ITN) is to enable the University of Central Florida (UCF) to enter into an agreement with a vendor to provide student transportation services to, from, within, and in the vicinity of UCF's main campus in Orlando, Florida. UCF's ultimate objective is to provide the highest quality, alternate transportation service for its off-campus resident students at the most affordable cost to the University.

The Proposer should demonstrate proven success in providing transportation operations and management services in the university environment, as well as, proof of timely maintenance and repair services to support such a service. The Proposal's operations and cost plan should address and be consistent with transportation service trends for the next five years.

This document is intended to encourage qualified companies to propose, subject to and within the framework of the general and functional conditions and requirements of this ITN, a business plan for the provision of transportation operations and management services on campus, and surrounding student-resident communities, to UCF's commuting student constituents. It is intended that the successful Proposer, if any, will function not just as a provider of transportation services, but also, when and to the extent requested by UCF, as a consultant to, and administrative agent for UCF.

This ITN provides the Proposer with information regarding UCF's current transportation operations (See Appendix VI) and UCF's intentions to enhance such services provided by introducing convenient, multi-passenger, vehicular equipment that can be operated both on and off the University campus. UCF assumes that the Proposer will research, through client interviews, special interest (focus) groups, and/or campus surveys, what transportation service offerings will provide customer satisfaction in all areas. It is strongly recommended that each respondent take advantage of the opportunity to visit the campus, ride the buses, and view the routes and services. All respondents are expected to understand the geographical and operational requirements of the campus bus service, and this knowledge should be evident within the ITN response. This should be accomplished in light of the financial impact to ensure a reasonable price-value relationship for UCF, its off-campus student constituents, and the Proposer.

The Successful Respondent, if any, will enter into a contract with UCF that provides for the performance of all terms and conditions set forth in this ITN, unless UCF has agreed to accept or negotiate certain terms and conditions, as described in Section 2.3. Non-negotiable terms and conditions (as indicated on Appendix I) must always be performed by the Respondent.

### **1.2 Contract Award**

UCF intends to award a contract or contracts resulting from this solicitation to the responsible Respondent(s) whose offer(s) represent the best interest to UCF, after evaluation in accordance with the criteria in this solicitation. The Contract will include this solicitation document and the Successful Respondent's proposal, and all the terms and conditions found in any resulting contract. A sample of UCF's standard terms and conditions can be viewed at <http://www.procurement.ucf.edu>. The Contract

will also incorporate any clarifications, and if negotiations are conducted, any additional terms and conditions that are negotiated.

- A. UCF may reject any or all offers if such action is in UCF's best interest.
- B. UCF reserves the right and sole discretion to reject any offer at any time on grounds that include, but are not limited to, Respondent's offer being found to be nonresponsive, incomplete, or irregular in any way, or when Respondent's offer is not in UCF's best interest.
- C. UCF may waive informalities and minor irregularities in offers received.
- D. UCF reserves the right to award a contract without negotiations. Therefore, the Respondent's initial offer should contain the best terms from a cost or price and technical standpoint.
- E. UCF reserves the right to conduct negotiations with the proposer(s) whose proposal may be deemed in the best interest of the university.
- F. UCF reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit cost or prices offered, unless the respondent specifies otherwise in the offer.
- G. UCF reserves the right to make multiple awards if, after considering the additional administrative costs, it is in UCF's best interest to do so.
- H. UCF is not obligated to make an award under or as a result of this solicitation.

### 1.3 UCF Environment

UCF operates on the semester system. Enrollment for fall 2017 was approximately 66,183 students on the main Orlando campus. The total campus enrollment projection for fall 2018 is 68,990 students.

By fall, 2018, approximately 6,907 students will reside on UCF's main Orlando campus residence halls, apartment, and fraternity and sorority houses. Approximately 17,509 additional students will be housed in off-campus, student-oriented resident communities within a one-mile radius of the campus, with the exception of three communities.

Service is also to be provided to the Health Sciences Campus at Lake Nona, and to the Rosen School of Hospitality Management, Creative Village Downtown Campus, which are approximately twenty (20) miles from campus.

**APPENDIX VI** is a listing of current student communities and/or apartment complexes, along with the calculated number of UCF students residing at each. Based on current passenger counts, UCF estimates the daily ridership to be approximately 10,000 boardings per day by the end of Calendar-Year 2018.

Additional information available at [http://www.ucf.edu/about\\_ucf](http://www.ucf.edu/about_ucf)

## 2.0 GENERAL CONDITIONS

### 2.1 Authorized UCF Representative/Public Notices/UCF Discretion

Respondent's response to this ITN and any communications and/or inquiries by Respondent during this ITN process shall be submitted in writing to the individual and address stated below. **Inquiries are preferred via email.** UCF will consider only those communications and/or inquiries submitted in writing to the individual below on or before the date and time specified in Section 2.2, "Calendar of Events." To

the extent UCF determines, in its sole discretion, to respond to any communications and/or inquiries, such response will be made in writing in the form of an addendum. UCF shall not accept or consider any written or other communications and/or inquiries (except an offer) made between the date of this deadline and the posting of an award, if any, under this ITN.

**Brian Sargent**  
**Procurement Services Department**  
**12479 Research Parkway, #600**  
**Orlando, FL 32826-3248**  
**Brian.Sargent@ucf.edu**  
**PH: 407-823-2661**  
**Fax: 407-823-5551**

Advance notice of public meetings regarding this ITN, if UCF determines at its sole discretion whether any such meetings will be held, will be in writing and posted on UCF's Procurement Services Website. Additionally, any portion of a meeting at which a negotiation with a vendor is conducted pursuant to a competitive solicitation at which a vendor makes an oral presentation or at which a vendor answers questions is exempt from s. 286.011 and s. 24(b), Art. I of the State Constitution. This also includes any portion of a team meeting at which negotiation strategies are discussed. All such meetings shall be conducted in accordance with Chapter 286 of the Florida Statutes. UCF also reserves the right and sole discretion to REJECT any offer at any time on grounds that include, without limitation, either that an offer is nonresponsive to the ITN or is incomplete or irregular in any way, or that a responsive offer is not in UCF's best interest.

## **2.2 Approximate Calendar of Events**

Listed below are the dates and times by which stated actions should be taken or completed. If UCF determines, in its sole discretion, that it is necessary to change any of these dates and times, it may issue an Addendum to this ITN. All listed times are local time in Orlando, Florida.

<b>Date/Time</b>	<b>Action</b>
10/15/2018	Invitation To Negotiate advertised and released
10/26/2018	Pre- proposal and Site Visit at 10:00 p.m. (Attendance highly recommended)
11/2/2018	Last day to submit communications and/or inquiries in writing only; preferably by e-mail to <a href="mailto:Brian.Sargent@ucf.edu">Brian.Sargent@ucf.edu</a> by 5 p.m.
11/9/2018	Responses to inquiries and Addenda, if any, mailed to Respondents
11/30/2018	Deadline for Offer submission at 3 p.m. (ITN opening)

## **2.3 Respondent Communications and/or Inquiries**

- A. UCF is not liable for interpretations/misinterpretations or other errors or omissions made by the Respondent in responding to this ITN. The Respondent shall examine this ITN to determine if UCF's conditions and requirements are clearly stated. If, after examination of the various conditions and requirements of this ITN, the Respondent believes there are any conditions or requirements which remain unclear or which restrict competition, the Respondent may request, in writing, that UCF clarify or change condition(s) or requirement(s) specified by the Respondent. The Respondent is to provide the Section(s), Subsection(s), and Paragraph(s), that identify the conditions or requirements questioned

by the Respondent. The Respondent also is to provide detailed justification for a change, and must recommend specific written changes to the specified condition(s) or requirement(s). Requests for changes to this ITN must be received by UCF not later than the date shown in Section 2.2., entitled “Calendar of Events,” for the submittal of written communications and/or inquiries. UCF shall not make any changes to any of the non-negotiable terms and conditions. The non-negotiable terms and conditions are indicated on Appendix I. Requests for changes to the non-negotiable provisions of this ITN shall automatically be rejected. Requests for changes to anything other than the non-negotiable provisions of this ITN may or may not be accepted by UCF and may or may not be negotiated by UCF, all at UCF’s sole discretion.

- B. Any Respondent disagreeing with any negotiable terms and conditions set forth in this ITN is to indicate on Appendix I, Terms and Conditions Supplemental Offer Sheet, the specific ITN section(s) the Respondent disagrees with and is to provide a clear and detailed reason for the disagreement and a solution to the disagreement, in his/her offer. UCF may or may not accept or agree to negotiate any of the terms and conditions that Respondents indicated as disagreeing with, all at UCF’s sole discretion. The indication of disagreement with any non-negotiable terms and conditions shall be automatically rejected.
- C. Failure to submit Appendix I and clearly indicating which terms and conditions the Respondent agrees and disagrees with (i.e. failure to initial the designated sections set forth on Appendix I, indicating that the Respondent has either understood and agreed to or disagreed with each particular section listed on Appendix I) and/or clear and detailed reasons for the disagreement, with the offer, may be grounds for rejection of that offer, at UCF’s sole discretion. UCF may or may not accept and/or negotiate any such terms and conditions that the Respondent disagreed with. If UCF decides not to accept any of the terms and conditions the Respondent disagreed with, UCF shall have the right, at UCF’s sole discretion to exercise its right to reject the tentative awardee’s offer and proceed to the next highest ranked respondent. As noted above, the disagreement with any non-negotiable terms and conditions by the Respondent shall be automatically rejected.
- D. UCF shall at its sole discretion determine what requested changes to this ITN and the resulting agreement are acceptable. Non-negotiable terms and conditions, as indicated on Appendix I will always stay as they are and any requested changes to such clauses shall automatically be rejected. UCF shall issue an Addendum reflecting the acceptable changes to this ITN, if any, which shall be sent to all known Respondents as specified in Section 2.1.
- E. Any communications, questions and/or inquiries from the Respondent concerning this ITN in any way are to be submitted in writing to the individual identified in Section 2.1 not later than **November 2, 2018 at 5:00** p.m. Eastern Time as set forth in the Calendar of Events. Written inquiries are to be legible and concise and are to clearly identify the Respondent who is submitting the inquiry. Questions directed to, or any responses received from any other department, person, agent, or representative of the university will not be considered valid or binding.

## 2.4 Proposers Conference and Site Visit

The proposer’s conference will be held October 26, 2018 at 10:00 a.m. in the Procurement Services Department conference room, 12479 Research Parkway, Bld 600, Orlando, FL 32826. This is highly recommended for all proposers to understand the full scope of this ITN, and the services to be provided.



The purpose of the conference is to familiarize prospective proposers, or their representatives with the specifications, clarify requirements, and unofficially answer questions that may arise prior to the proposal submission date.

No questions asked, nor any answers given shall be deemed official unless asked and answered in writing after the conference. Please submit all questions to Brian Sargent via email at [Brian.Sargent@ucf.edu](mailto:Brian.Sargent@ucf.edu). Written questions will be answered in the form of an addendum to all parties.

## **2.5 Written Addenda**

Written Addenda to this ITN along with an Addenda Acknowledgment Form will be posted on the Procurement Services Website. The Addenda Acknowledgment Form is to be signed by an authorized representative of the Respondent, dated and returned with the offer. All Respondents, including known interested Respondents, are solely responsible for checking the Procurement Services Website periodically to verify whether any such Addenda and forms were issued.

## **2.6 Offer/Proposal Opening Date**

Proposals will be received and opened on November 30, 2018 at 3:00 p.m. via UCF's Bonfire Web Portal. For additional information, please refer to Appendix V: Submission Instructions for Suppliers. UCF shall in no way be responsible for or accept any proposals not uploaded prior to the closing date and time. Respondent's response to this ITN shall be prepared in accordance with Section 3.0 "Required Offer Format." Telephone, including facsimile and electronic mail, and telegraphic negotiations and/or amendments to offers shall not be accepted.

## **2.7 Section Not Used**

## **2.8 Evaluation Criteria and Selection Process**

- A. UCF reserves the right to conduct negotiations if the decision maker (Vice President/Dean or his/her written designee(s)) with the advice and consent of Procurement Services determines negotiations to be in the best interest of the university. Any portion of a meeting at which a negotiation with a vendor is conducted pursuant to a competitive solicitation is exempt from s. 286.011 and s. 24(b), Art. I of the State Constitution. Discussions with vendors after receipt of an offer do not constitute a rejection, counteroffer or acceptance by UCF.
- B. UCF reserves the right to conduct negotiations with the proposer(s) whose offer(s) may represent the best interest of the university. The following is a short overview of some of the decision makers' responsibilities during the solicitation and award process:
  - 1. Establish a group of evaluators tailored for the particular acquisition that includes appropriate expertise to ensure a comprehensive evaluation of offers. The evaluators will review all responsive offers;
  - 2. Develop the acquisition plan (strategy to award with or without negotiations) after review of offers;

3. Ensure consistency among the solicitation requirements, notices to proposers, offer preparation instructions, evaluation criteria, solicitation provisions or contract clauses, and data requirements;
4. Ensure that offers are evaluated based solely on the evaluation criteria contained in the solicitation;
5. Consider the recommendations of the evaluators or other boards (if any);
6. Select the proposer(s) whose offer(s) is the best value to the university;
7. Select the negotiation team, (only if award is not made outright). This can be the evaluators or any other individual(s) the decision maker deems necessary for the acquisition. The negotiation team will negotiate with those proposer(s) determined by the decision maker to have submitted a proposal that may be beneficial to the university.

C. All offers shall be initially evaluated based on weighted criteria set forth in the table below by the group of evaluators. The group of evaluators shall consist of three (3) or more individuals who have expertise regarding, or some experience with, the subject matter of the ITN or, if none, then individuals who could be characterized as recipients, beneficiaries, or users of the ITN's subject matter. The Vice President/Dean or his/her written designee(s) will appoint the evaluators. Evaluators, at the discretion of the Vice President/Dean or his/her written designee(s), shall have the option to meet as a group any time during formulation of the specifications and solicitation stage to discuss and correct any concerns and ambiguities of the solicitation and specifications. After offer opening, each evaluator shall function independently of all other persons including, without limitations, the other evaluators, and, throughout the entire evaluation process, each evaluator is strictly prohibited from meeting with or otherwise discussing this ITN and any aspect thereof including, without limitation, the offers and their content with any other individual whatsoever. Each evaluator shall conduct an independent evaluation of the offers in accordance with the weighted evaluation criteria set forth in the following Table A:

D. Decision Maker shall obtain approval from the BOT for recommendation of award of a contract exceeding UCF's BOT's materiality rule.

**Table A – Evaluation of Responses**

<b>Evaluation Factors (See Section 4)</b>	<b>Max Points</b>	<b>Points Awarded</b>
A. Experience and Qualifications	75	
B. Transit Service Requirements	75	
C. Vehicle Requirements	60	
D. Transit Technology	25	
E. Cost Proposal	250	
F. Innovative Ideas	15	
G. Additional Incentives	15	
H. Conformance to ITN	10	
<b>Total</b>	<b>525</b>	

Each evaluator must independently score, each offer in UCF's Bonfire Web Portal, in accordance with the criteria herein. Each evaluator is to enter comments, if any, regarding the offer and submit his/her evaluation via Bonfire. The assigned **Procurement Services Specialist identified in section 2.1**, will forward a summary to the **Decision Maker**, or his/her designee. At the time of such delivery to the

**Procurement Services Specialist**, the evaluator shall cease to participate further in this ITN process unless expressly requested otherwise by **Decision Maker**.

The **Decision Maker** shall review, in the manner and to the extent he/she deems reasonable under the circumstances, the ITN, the offers, and evaluators' scoring forms. While not bound to them, the **Decision Maker** may give deference to the scoring forms. Based on what the **Decision Maker** determines is in the best interest of UCF, the **Decision Maker** will then make the final decision whether or not to recommend the award of a contract to a Respondent to this ITN, negotiate with the respondent(s) whose offer(s) may be beneficial to the university or cancel the ITN.

The **Decision Maker** may, at any time during this ITN process, assign one (1) or more individuals to assist and advise the **Decision Maker** during his/her decision-making process. UCF is not obligated to make an award under or as a result of this ITN or to award such contract, if any, on the basis of lowest cost or highest commission offered. UCF reserves the right to award such contract, if any, to the Respondent(s) submitting an offer that UCF, at its sole discretion, determines is in UCF's best interest.

## 2.9 Posting of Recommended Selection

An intent to award will be posted within a reasonable time after the Procurement Services Department receives the decision maker's recommended award decision. The recommendation to award a contract, if any, to a Respondent(s) to this ITN will be posted for review by interested parties on the Procurement Services solicitations webpage and will remain posted for a period of seventy-two (72) hours (three (3) business days).

- A. If the Respondent desires to protest the recommendation to award a contract, if any, the Respondent must file with UCF:
  1. A written notice of intent to protest within seventy-two (72) hours (three (3) business days) of the posting of the recommended award. UCF shall not extend or waive this time requirement for any reason whatsoever.
  2. A formal written protest by petition within ten (10) calendar days of the date on which the notice of intent to protest is filed. UCF shall not extend or waive this time requirement for any reason whatsoever.
- B. Failure to timely file a protest or failure to timely deliver the required bond or other security in accordance with the Board of Governors' Regulations 18.002 and 18.003 shall constitute a waiver of protest proceedings.
  1. A formal written protest by petition must be accompanied by a Protest Bond payable to UCF in the amount equal to 10% of the estimated value of the protestor's bid or proposal; 10% of the estimated expenditure during the contract term; \$10,000; or whichever is less. The form of the Protest Bond shall be a cashier's check, bank official check or money order made payable to UCF.
  2. In addition to all other conditions and requirements of this ITN, UCF shall not be obligated to pay for information obtained from or through the Respondent.

## 2.10 Offer Validity Period

Any submitted offer, shall in its entirety, remain a valid offer for **6 months** after the offer submission date.

## **2.11 Disposition of Offers; Florida Public Records Law Compliance**

All offers become the property of the State of Florida, and the State of Florida shall have the right to use all ideas, and/or adaptations of those ideas, contained in any offer received in response to this solicitation. Any parts of the offer or any other material(s) submitted to UCF with the offer that are copyrighted or expressly marked as “confidential”, “proprietary”, or “trade secret”, will only be exempted from the “open records” disclosure requirements of Chapter 119, Florida Statutes, if Florida law specifically recognizes these materials as exempt from disclosure. Thus, the mere designation as “confidential”, “proprietary”, or “trade secret” by a vendor does not ensure that such materials will be exempt from disclosure. Respondents must identify specifically any information contained in their bid which they consider confidential and/or proprietary and which they believe to be exempt from disclosure, citing specifically the applicable exemption law. A generic notation that information is “confidential” is not sufficient. Failure to provide a detailed explanation and justification including statutory cites and specific reference to your bid detailing what provisions, if any, Respondent believes are exempt from disclosure, may result in the entire bid being subject to disclosure in accordance with Chapter 119 of the Florida Statutes. In the absence of a specific Florida statute exempting material from the public records law, UCF is legally obligated to produce any and all public records produced or received in the course of conducting university business, irrespective of any designation by the vendor of those same records as “confidential”, “proprietary”, or “trade secret.” The ultimate determination of whether a vendor’s claim of “confidential,” “proprietary” or “trade secret” will support an exemption from disclosure will be made by UCF or, potentially, a court. UCF’s selection or rejection of an offer will not affect this provision.

## **2.12 Economy of Presentation**

Each offer shall be prepared simply and economically, providing a straightforward, concise description of the Respondent’s capabilities to satisfy the conditions and requirements of this ITN. Fancy bindings, colored displays, and promotional material are not desired. Emphasis in each offer must be on completeness and clarity of content. To expedite the evaluation of offers, it is desired and beneficial to evaluators that Respondents follow the format and instructions contained herein. UCF is not liable for any costs incurred by any Respondent in responding to this ITN including, without limitation, costs for oral presentations requested by UCF, if any.

## **2.13 Restricted Discussions/Submissions**

From the date of issuance of the ITN until UCF takes final agency action, the Respondent shall not discuss the offer or communicate with any UCF employees, agents, representatives, Evaluation Committee members or representatives of UCF except as expressly requested by UCF in writing. Violation of this restriction may result in REJECTION of the Respondent’s offer.

## **2.14 Verbal Instructions Procedure**

No negotiations, decisions, or actions shall be initiated or executed by the Respondent as a result of any discussions with any UCF employee. Only those communications that are in writing from the authorized UCF representative identified in Section 2.1. of this ITN that have been approved in writing by UCF’s

President or the President's designee shall be considered as a duly authorized expression on behalf of UCF. Only communications/inquiries from the Respondent that are signed in writing and delivered on a timely basis, i.e., not later than 5:00 p.m. on October 29, 2018, will be recognized by UCF as duly authorized expressions on behalf of the Respondent.

## **2.15 State Licensing Requirements**

To the extent applicable, Respondent shall have all appropriate licenses to conduct business in the State of Florida and Orange County at or prior to award of a contract resulting from this competitive solicitation. Respondent is to provide proof of such to UCF as a condition of award of a contract. If Respondent contemplates the use of subcontractors, the Respondent is responsible for ensuring that all subcontractors are registered with the State of Florida in accordance with Chapter 607 or 620, Florida Statutes. For additional information, the Respondent should contact the Florida Secretary of State's Office.

## **2.16 Parking**

Respondent/Vendor(s) shall ensure that all vehicles parked on campus for purposes relating to work resulting from an agreement shall have proper parking permits. This applies to all personal vehicles and all marked and unmarked company vehicles that will be on any University campus for one (1) day or more or on a recurring basis. All such vehicles must be registered with University's Parking Services Department, and parking permits must be purchased by the Respondent/Vendor. Respondent's/Vendor's vehicle(s) shall observe all parking rules and regulations. Failure to obtain parking permits, properly display them, and otherwise comply with all of University's parking rules and regulations could result in the issuance of a parking ticket and/or towing at the expense of Respondent/Vendor or Respondent's/Vendor's employees. For additional parking information or information regarding parking fees/rates, contact University's Parking Services Department at (407) 823-5812 or online at <http://parking.ucf.edu>.

## **2.17 Definitions**

**Addendum** – Written or graphic instruments issued prior to the date for opening of proposals, which modify or interpret the proposal documents by additions, deletions, corrections or clarifications.

**And/Or** – The word “and” shall also mean “or”, and the word “or” shall also mean “and” whenever the contents or purpose so require.

**Contract/Agreement** - The formal bilateral agreement signed by a representative of the University and the Vendor which incorporates the requirements and conditions listed in this ITN and the Vendor's offer.

**Invitation to Negotiate** - A written solicitation, for goods or services, where factors other than price are to be considered in the award determination. These factors may include such items as vendor experience, project plan, design features of the product(s) offered, etc. ITN is used when the specifications cannot be identified; the end result is explained but we want qualified companies to offer their solutions for consideration.

**May, Should** – Indicates something that is not mandatory, but permissible, recommended, or desirable.

**Minor Irregularities** – Irregularities that have no adverse effect on UCF’s interest will not affect the amount of the ITN and will not give a Respondent an advantage or benefit not enjoyed by another Respondent.

**Must, Shall, Will** – The words “shall,” “must,” or “will” are equivalent and indicate mandatory requirements or conditions.

**Project Manager** - After contract award a liaison from the user department will oversee the Contractor’s performance and report as needed to the contract administrator. The Project Manager is **Krishna Singh**.

**Proposal** – An executed offer submitted by a Respondent in response to an ITN and intended to be used as a basis for negotiations for a contract.

**Purchase Order/Contract** – The Purchase Order (PO) or other form or format, provided to the awarded Respondent(s), UCF uses to make a purchase under the contract term, which includes a formal written PO, electronic PO, Procurement Card (P-card), or any other means authorized by Procurement Services and which incorporates the requirements and conditions listed in the ITN.

**Renewal**- Contracting with the same contractor for an additional period of time after the initial contract term, provided the original terms of the agreement specify an option to renew or the renewal is determined by UCF General Counsel to be in the best interest of the university.

**Respondent/Offeree/Vendor/Contractor** - Anyone who submits a timely offer in response to this ITN or their duly authorized representative. These may be used interchangeably within the ITN.

**Response** – The entirety of the Respondent’s submitted bid response to the ITN, including any and all supplemental information submitted.

**Responsible Respondent** – Respondent who has the capability in all respects to perform fully the contract requirements, and the experience, integrity, perseverance, reliability, capacity, facilities, equipment, and credit which will assure good faith performance.

**Responsive Respondent** – Respondent who has submitted an offer that conforms in all material respects to the solicitation.

**Sole Point of Contact** - The Procurement Services Representative or designee to whom Respondents shall address any questions regarding the solicitation or award process. The sole point of contact shall be the arbitrator of any dispute concerning performance of the Contract.

**Successful Respondent/Contractor** - The firm or individual who is the recommended recipient of the award of a contract under this ITN (also synonymous with “Payee”, “Offeror”, and “Vendor”). If a Respondent is a manufacturer, its certified dealers and resellers may also furnish products under the Contract; in choosing to do so, the dealers and resellers agree to honor the Contract and the term “contractor” shall be deemed to refer to them. Unless awarded the Contract as a direct Respondent, however, dealers and resellers are not parties to the Contract, and the Respondent that certifies them shall be responsible for their actions and omissions.

**UCF'S Contract Administrator** - The University' designated liaison with the Respondent. In this matter UCF's Contract Administrator will be **Brian Sargent**.

**UCF or University** – University of Central Florida

## **2.18 Procurement Rules**

- A. UCF has established for purposes of this ITN that the words “shall”, “must”, or “will” are equivalent in this ITN and indicate a mandatory requirement or condition, the material deviation from which could be waived by UCF. UCF will, at UCF's sole discretion, determine whether a deviation is material. Any deviation found by UCF to be material shall result in the rejection of the offer.
- B. The words “should” or “may” are equivalent in this ITN and indicate very desirable conditions, or requirements but are permissive in nature. Deviation from, or omission of, such a desirable condition or requirement will not in and of itself cause automatic rejection of a offer, but may result in the offer being considered as not in the best interest of UCF. UCF will, at UCF's sole discretion, determine whether an offer is considered as not in the best interest of UCF and may or may not reject the offer, all at UCF's sole discretion.
- C. The Respondent must comply with the instructions cited in Section 2.3. Also, the Respondent must initial the designated sections set forth on Appendix I, indicating that the Respondent has either understood and agreed to or disagreed with each particular section listed on Appendix I. Failure to submit Appendix I with each area marked as set forth above and initialed by the Respondent shall constitute grounds for rejection of the offer by UCF and shall give UCF the right to reject the offer, at UCF's sole discretion.
- D. The Respondent is solely responsible for the accuracy and completeness of its offer. The Respondent's errors or omissions, if any, are solely at the risk of the Respondent and may be grounds for rejection of the offer and shall give UCF the right to reject the offer, at UCF's sole discretion.

## **2.19 Force Majeure**

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

## **2.20 Limitation of Remedies, Indemnification, and Insurance**

- A. The Attorney General of the State of Florida has rendered an opinion that agencies of the State of Florida cannot contractually limit the State's right to redress. Consequently, any offer by Respondent to limit the Respondent's liabilities to the State or to limit the State's remedies against the Respondent is unacceptable and will result in the REJECTION of the Respondent's offer.

- B. As an agency of the State of Florida, UCF's liability is regulated by Florida law. Except for its' employees acting within the course and scope of their employment, UCF shall not indemnify any entity or person. The State of Florida is self-insured to the extent of its liability under law and any liability in excess of that specified in statute may be awarded only through special legislative action. Accordingly, UCF's liability and indemnification obligations under this ITN and the resulting contract, if any, shall be effective only to the extent required by Florida law; and any provision requiring UCF to provide insurance coverage other than the State of Florida self-insurance shall not be effective.
- C. Respondent(s)/Vendor(s)/Payee(s)/Offeror(s) shall hold the University and the UCF Board of Trustees and the University's officers, employees, agents and/or servants harmless and indemnify each of them against any and all liabilities, actions, damages, suits, proceedings, and judgments from claims arising or resulting from the acts or omissions of Respondent(s)/Vendor(s)/Payee(s)/Offeror(s), its employees, its agents or of others under Respondent's/Vendor's/Payee's/Offeror's control and supervision. If any part of a delivery to the University pursuant to a contract resulting from this ITN is protected by any patent, copyright, trademark, other intellectual property right or other right, Respondent/Vendor/Payee/Offeror also shall indemnify and hold harmless the University of Central Florida Board of Trustees and the University's officers, employees, agents and/or servants from and against any and all liabilities, actions, damages, suits, proceedings and judgments from claims instituted or recovered against the University by any person or persons whomsoever on account of the University's use or sale of such article in violation of rights under such patent, copyright, trademark, other intellectual property right or other right.

Payee will have and maintain general liability insurance in an amount of no less than two (2) million dollars per occurrence and five (5) million dollars aggregate. Payee shall send a copy of Payee's Certificate of Insurance and Additional Insured Endorsement, both naming the University of Central Florida Board of Trustees, (prior to commencement of Payee's performance or delivery hereunder) to the following address by email or mail:

E-mail: [Olivia.Escalona@ucf.edu](mailto:Olivia.Escalona@ucf.edu)  
Mail: University of Central Florida  
Risk Management  
12601 Aquarius Agora Dr.  
Orlando FL 32816-3500

The Payee/Vendor shall name UCF and its Board of Trustees as additional insured to Payee/Vendor's general liability insurance for the duration of this Agreement. UCF has the right to deviate from any of the above insurance requirements, if UCF, at UCF's sole discretion decides to do so. If UCF decides to deviate from the above noted insurance requirements, UCF will inform the Payee in writing in those particular circumstances. Unless UCF notifies a Payee in writing that UCF is willing to deviate from the insurance requirements noted above, all of the above insurance requirements shall apply to the Payee.

**In addition to the general liability insurance required above, Payee shall also provide, at its sole expense, for the duration of this Agreement, worker's compensation insurance and employer's liability insurance in accordance with Chapter 440, Florida Statutes and all other applicable laws**



**and regulations, that a minimum cover the Payee's (or subcontractor's) exposure in performing this Agreement. The insurance policies required by this Section 12 shall cover all employees engaged in any work as part of this Agreement.** If Payee operates any vehicles as part of performing this Agreement, Payee shall also have and maintain, at its sole expense, for the duration of this Agreement, adequate automobile liability insurance that covers the Payee's (or subcontractor's) exposure in performing this Agreement.

#### **2.21 Term of Contract**

The contract resulting from this ITN, if any, shall be for a term of 10 (ten) years commencing on July 1, 2020, and shall end on June 30, 2030. The University may, at its sole discretion, renew/extend a resultant contract, for up to two renewal periods of one year each.

#### **2.22 Termination of Contract**

The parties to a resultant contract may terminate the contract at any time by mutually consenting in writing. Either party may terminate a resultant contract immediately for breach by the other that remains substantially uncured after thirty (30) days' advanced written notice to the breaching party, which notice describes the breach in detail sufficient to permit cure by the breaching party. The University shall be liable only for payment for services satisfactorily rendered/goods satisfactorily delivered and accepted from the date of commencement until the effective date of termination. The thirty (30) days' advanced written notice shall start on the date sent out by UCF, e.g. date of email sent, date stamp on letter mailed, etc.

#### **2.23 Assignment and Amendment of Contract**

Neither the contract resulting from this ITN, if any, nor any duties or obligations under such contract shall be assignable by the Respondent without the prior written consent of UCF. Any contract resulting from this ITN may be amended only in writing signed by the Respondent and UCF with the same degree of formality evidenced in the contract resulting from this ITN.

#### **2.24 Independent Parties**

Except as expressly provided otherwise in the contract resulting from this ITN, if any, UCF and the Respondent shall remain independent parties and neither shall be an officer, employee, agent, representative or co-partner of, or a joint venture with, the other.

#### **2.25 Performance Investigations**

As part of its evaluation process, UCF may make investigations to determine the ability of the Respondent to perform under this ITN. UCF reserves the right to REJECT any offer if the Respondent fails to satisfy UCF that it is properly qualified to carry out the obligations under this ITN.

#### **2.26 Records**

The Respondent/Vendor/Payee/Offeree agrees to keep and maintain, separate and independent records, in accordance with generally accepted accounting principles, devoted exclusively to its obligations and

activities pursuant to a contract resulting from this ITN. Such records (including books, ledgers, journals, and accounts) shall contain all entries reflecting the business operations under a resultant contract. University or its authorized agent shall have the right to audit and inspect such records from time to time during the term of a resultant contract, upon reasonable notice to the Payee.

## 2.27 Public Records

Any contract resulting from this ITN may be canceled unilaterally by the University for refusal by the Respondent/Vendor/Payee/Offeree to allow public access to all papers, documents, letters or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the Respondent/Vendor/Payee/Offeree in conjunction with a resultant contract.

## 2.28 Public Records, Service Contracts, Compliance With Section 119.0701, F.S.

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: Office of the General Counsel, (407) 823-2482, gcounsel@ucf.edu, University Of Central Florida, 4365 Andromeda Loop N., Millican Hall, Suite 360, Orlando, FL 32816-0015.**

### PUBLIC RECORDS, CONTRACT FOR SERVICES

To the extent that Contractor meets the definition of "Contractor" under Section 119.0701, Florida Statutes, in addition to other contract requirements provided by law, Contractor must comply with public records laws, including the following provisions of Section 119.0701, Florida Statutes:

1. Keep and maintain public records required by the public agency to perform the service.
2. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the public agency.
4. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

A request to inspect or copy public records relating to a public agency's contract for services must be made directly to the public agency. If the public agency does not possess the requested records, the public agency shall immediately notify the contractor of the request, and the contractor must provide the records to the

public agency or allow the records to be inspected or copied within a reasonable time.

If a contractor does not comply with the public agency's request for records, the public agency shall enforce the contract provisions in accordance with the contract.

This Contractor and any subcontractors shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation gender identity, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability.

## **2.29 Severability**

If any provision of the contract resulting from this ITN, if any, is contrary to, prohibited by, or deemed invalid by applicable laws or regulations of any jurisdiction in which it is sought to be enforced, then said provision shall be deemed inapplicable and omitted and shall not invalidate the remaining provisions of such contract.

## **2.30 Notices**

All notices and all other matters pertaining to the contract resulting from this ITN, if any, to a party shall be in writing, hand delivered, or sent by email (receipt acknowledged), registered or certified U.S. Mail, return receipt requested, and shall be deemed to have been duly given when actually received by the addressee at the address listed in section 2.1 of this ITN.

## **2.31 Governing Law and Venue**

This ITN and resulting contract, if any, and any disputes thereunder will be governed by the laws of the State of Florida and shall be deemed to have been executed and entered into in the State of Florida. Any such contract shall be construed, performed, and enforced in all respects in accordance with the laws and rules of the State of Florida, and any provision in such contract in conflict with Florida law and rules shall be void and of no effect. UCF and Respondent hereby agree that this ITN and resulting contract, if any, shall be enforced in the courts of the State of Florida and that venue shall always be in Orange County, Florida.

## **2.32 Liaison**

UCF's liaison with the successful Respondent, if any, shall be the **Krishna Singh**.

## **2.33 Subcontracts**

The Respondent is fully responsible for all work performed under the contract resulting from this ITN, if any. The Respondent may enter into written subcontract(s) for performance of certain of its functions under such contract, unless otherwise specified. The subcontractors and the amount of the subcontract(s) shall be identified in the Respondent's response to this ITN. No subcontract(s), which the Respondent

enters into under the contract resulting from this ITN, if any, shall in any way relieve the Respondent of any responsibility for performance of its duties under such contract. Respondent is responsible to fully notify any subcontractor(s) of their responsibilities under any subcontract. All payments to subcontractors shall be the sole responsibility of the Respondent.

#### **2.34 Employment of UCF Personnel**

The Respondent shall not, without UCF's prior written consent, knowingly recruit for engagement, on a full time, part time, or other basis during the period of this ITN and any resulting contract, any individuals who are or have been UCF employees at any time during such period, except for UCF's regularly retired employees, or any adversely affected State employees.

#### **2.35 Conflicts of Interest**

Acceptance of a contract resulting from this ITN shall certify that Payee is aware of the requirements of Chapter 112, Florida Statutes and in compliance with the requirements of Chapter 112, Florida Statutes and other laws and regulations concerning conflicts of interests in dealing with entities of the State of Florida. Payee certifies that its directors and/or principal officers are not employed and/or affiliated with the University unless a current Conflict of Interest (Report of Outside Activity/Employment) form has been completed, executed by such director or officer and approved in accordance with applicable University policies or rules. Violation of this section by Payee shall be grounds for cancellation of a contract resulting from this ITN.

#### **2.36 Equal Opportunity Statement**

The State of Florida and UCF subscribe to equal opportunity practices, which conform to both the spirit and the letter of all laws against discrimination and are committed to non-discrimination on the basis of race, creed, color, sex, age, national origin, religion, veteran or marital status, or disability. Respondent commits to the following:

- A. The provisions of Executive Order 11246, September 24, 1965, as amended by Executive Order 11375, and the rules, regulations and relevant orders of the Secretary of Labor that are applicable to each order placed against the contract resulting from this ITN, if any, regardless of value.
- B. The Respondent, if any, awarded a contract under this ITN shall agree to comply with the Americans with Disabilities Act (ADA) of 1990.
- C. If the Respondent anticipates receiving \$10,000 in orders during the first 12 months of the contract, if any, resulting from this ITN, Respondent must complete a Certificate of Non-Segregated Facilities form and attach the form to the offer. A sample certificate is attached as **APPENDIX II**.
- D. If the Respondent anticipates receiving \$50,000 in orders during the first 12 months of the contract, if any, resulting from this ITN, and employs more than 50 people, the Respondent must complete and file prior to March 1 of each year a standard form 100 (EEO-1).

- E. If the Respondent anticipates receiving \$50,000 in orders during the first 12 months of the contract, if any, resulting from this ITN, and employs more than 50 people, the Respondent must maintain a written program for affirmative action compliance that is accessible for review upon request by UCF.
- F. Respondents shall identify their company's government classification at time of offer submittal (See UCF Form ITN/CS: ITN acknowledgement cover page). Respondent's identity will not foster special consideration during this ITN process; this is only for informational purposes for reporting.

### **2.37 Waiver of Rights and Breaches**

No failure or delay by a party hereto to insist on the strict performance of any term of a contract resulting from this ITN, or to exercise any right or remedy consequent to a breach thereof, shall constitute a waiver of any breach or any subsequent breach of such term. No waiver of any breach hereunder shall affect or alter the remaining terms of such a contract, but each and every term of such a contract shall continue in full force and effect with respect to any other then existing or subsequent breach thereof. The remedies provided in such a contract are cumulative and not exclusive of the remedies provided by law or in equity.

### **2.38 Headings Not Controlling**

Headings used in any contract resulting from this ITN are for reference purposes only and shall not be considered to be a substantive part of such contract.

### **2.39 Employee Involvement/Covenant Against Contingent Fees**

In accordance with Section 112.3185, Florida Statutes, the Respondent hereby certifies that, to the best of its knowledge and belief, no individual employed by the Respondent or subcontracted by the Respondent has an immediate relationship to any employee of UCF who was directly or indirectly involved in any way in the procurement of the contract, if any, resulting from this ITN or goods or services thereunder. Violation of this section by Respondent shall be grounds for cancellation of such contract. The Respondent also warrants that no person or selling agency has been employed, engaged or retained to solicit or secure any contract resulting from this ITN or any advantage hereunder upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, or in exchange for any substantial consideration bargained for, excepting that which is provided to the Respondent's bona fide employees or to bona fide professional commercial or selling agencies or in the exercise of reasonable diligence should have been known by the State to be maintained by the Respondent for the purpose of securing business for Respondent. In the event of the Respondent's breach or violation of this warranty, UCF shall, subject to Respondent's rights under Chapter 120, Florida Statutes, have the right, at its option, to annul any contract resulting from this ITN without liability, to deduct from the charges otherwise payable by UCF under such contract the full amount of such commission, percentage, brokerage, or contingent fee, and to pursue any other remedy available to UCF under such contract, at law or in equity.

### **2.40 Employment of Aliens**

Payee's employment of unauthorized aliens, if any, shall be considered a violation of §§274(e) of the Immigration and Nationality Act. If the Payee knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of a contract resulting from this ITN by the University.

#### **2.41 Site Rules and Regulations**

Respondent shall use its best efforts to assure that its employees and agents, while on UCF's premises, shall comply with the State's and UCF's site rules and regulations, if any.

#### **2.42 Travel Expense**

Respondent shall not under this ITN or any resulting contract charge UCF for any travel expenses, meals, and lodging without UCF's prior written approval. Upon obtaining UCF's prior written approval, Respondent may be authorized to incur travel expenses payable by UCF to the extent and means provided by Section 112.061, Florida Statutes and applicable UCF policies. Any expenses in excess of the prescribed amounts shall be borne by the Respondent.

#### **2.43 Annual Appropriations**

The University's performance and obligations under a contract resulting from this ITN are subject to and contingent upon annual appropriations by the Florida Legislature and other funding sources.

#### **2.44 Taxes**

The State of Florida is a tax-immune sovereign and exempt from the payment of all sales, use and excise taxes. The Respondent shall be responsible to pay any such taxes imposed on taxable activities/services under the contract, if any, resulting from this ITN.

#### **2.45 Contractual Precedence**

The contract that results from this ITN, if any, and any attachments and/or addenda that are executed by University's duly authorized signatory constitutes the entire and exclusive agreement between the parties. Attachments and/or addenda may include, but are not limited to UCF's Invitation to Negotiate ("ITN") including all the University's ITN specifications, and the Payee's ITN response. In the event of any conflict or inconsistency between before mentioned documents, the order of precedence is:

- A. The Agreement/Contract;
- B. University's ITN and ITN specifications;
- C. Respondent's ITN response; and
- D. Any other attached documents signed by the University's official signatory at the time the Agreement/Contract is executed.

#### **2.46 Use of Contract by Other Governmental Agencies**

At the option of the Vendor/Contractor, the use of the contract resulting from this solicitation may be extended to other governmental agencies, including the State of Florida, its agencies, political subdivisions, counties, and cities. Each governmental agency allowed by the vendor/contractor to use this contract shall do so independent of any other governmental entity. Each agency shall be responsible for its own purchases and shall be liable only for goods or services ordered, received and accepted. No agency receives any liability by virtue of this offer and subsequent contract award.

#### **2.47 Public Entity Crimes**

A person or affiliate who has been placed on Florida's convicted vendor list following a conviction for a public entity crime may not submit an offer on a contract to provide any goods or services to a public entity, may not submit an offer on a contract with a public entity for the construction or repair of a public building or public work, may not submit offers on leases of real property to a public entity, may not be awarded, or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the offer limit for that public entity, for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

## **2.48 Work for Hire**

Any work specifically created for the University under a contract resulting from this ITN by the Payee or anyone working on behalf of the Payee (the term Payee shall encompass both) shall be considered a "work for hire." All designs, prints, paintings, artwork, sketches, etchings, drawings, writings, photographs, or any other work or material or property produced, developed or fabricated and any other property created hereunder, including all material incorporated therein and all preliminary or other copies thereof, (the "Materials") shall become and remain the property of the University, and, unless otherwise specifically set forth herein, shall be considered specially ordered for the University as a "work made for hire," or, if for any reason held not to be a "work for hire," the Payee who created, produced, developed or fabricated the Materials hereunder assigns all of his/her right, title and interest in the Materials to the University.

The University shall own all right, title and interest in the Materials. The Payee agrees upon request to execute any documents necessary to perfect the transfer of such title to the University. The Materials shall be to the University's satisfaction and are subject to the University's approval. The Payee bears all risk of loss or damage to the Materials until the University has accepted delivery of the Materials. The University shall be entitled to return, at the Payee's expense, any Materials which the University deems to be unsatisfactory. On or before completion of the Payee's services hereunder, the Payee must furnish the University with valid and adequate releases necessary for the unrestricted use of the Materials for advertising or trade purposes, including model and property releases relating to the Materials and releases from any persons whose names, voices or likenesses are incorporated or used in the Materials.

The Payee hereby represents and warrants that, (a) all applicable laws, rules and regulations have been complied with, (b) the Payee is free and has full right to enter into this P.O. and perform all of its obligations hereunder, (c) the Materials may be used or reproduced for advertising or trade purposes or any commercial purposes without violating any laws or the rights of any third parties and (d) no third party has any rights in, to, or arising out of, or in connection with the Materials, including without limitation any claims for fees, royalties or other payments.

The Payee agrees to indemnify and hold harmless the University and those acting for or on its behalf, the UCF Board of Trustees, the State of Florida and the Florida Board of Governors and their respective officers, agents, employees and servants from and against any and all losses, claims, damages, expenses or liabilities of any kind, including court costs and attorneys' fees, resulting from or in any way, directly or indirectly, connected with (a) the performance or non-performance of the University's order by the Payee, (b) the use or reproduction in any manner, whatsoever, or (c) any breach or alleged breach of any of the Payee's contracts or representations and warranties herein.

## **2.49 Export Control**

The parties shall comply with all applicable U.S. export control laws and regulations, including but not limited to the International Traffic in Arms Regulations (ITAR), 22 CFR Parts 120 through 130, the Export Administration Regulations (EAR), 15 CFR Parts 730 through 799 and/or other restrictions imposed by the Treasury Department's Office of Foreign Asset Controls (OFAC), in the performance of a contract resulting from this ITN. The parties agree that no technology, related data or information will be exchanged or disseminated under such a contract nor any collaboration conducted pursuant to such a contract, which are export controlled pursuant to the export control laws of the United States, including the EAR and the ITAR and any other applicable regulations.

The Parties agree that the Payee will not provide the University with any ITAR or EAR restricted technology and/or related data, and that any ITAR or EAR restricted technologies and/or data produced in furtherance of a contract resulting from this ITN will be in the exclusive possession of the Payee and at no time will any export controlled technologies, related data, or information be intentionally or inadvertently transferred to the University, its facilities, labs, staff, researchers, employees, officers, agents, servants or students in the performance of such a contract.

If the Payee wishes to disclose export controlled technology or technical data to the University, the Payee will, prior to disclosing any information, technical data or source code that is subject to export controls under federal law, notify the University in writing that the material is export controlled and shall identify the controls that apply. The University shall have the right to decline or limit (a) the receipt of such information, and (b) any task requiring receipt of such information. In the event the Payee sends any such technical data or product that is subject to export control, without notice of the applicability of such export control, the University has the right to immediately terminate a contract resulting from this ITN. The Payee understands and agrees that to the extent the Payee's personnel have access to work or materials subject to U.S. export controls while on University property, such personnel will meet all federal export control regulatory requirements or have the appropriate U. S. government approval.

## **2.50 Nonnegotiable Conditions and Requirements**

The University seeks to award a contract from this ITN that complies with applicable law and will be both fair and reasonable to all parties, protecting the best interest of the University, its Board of Trustees, faculty, staff and students. With that goal in mind, we have developed a list of terms and conditions that are either required by law and are thus non-negotiable or have been deemed to be important to the University's interests and are thus non-negotiable. Any discussions seeking to alter or remove such a term or condition from any contract resulting from this ITN shall not be granted to any Respondent. The non-negotiable terms and conditions are listed on Appendix I of this document, and identified with **\*\*non-negotiable\*\***. Respondents that disagree with any of those "non-negotiable" terms and conditions should forego submitting an offer because said offer shall be rejected as nonresponsive to this ITN. Failure to submit Appendix I with the offer constitutes grounds for rejection of the offer and UCF shall have the right to reject said offer, at UCF's sole discretion.

## **2.51 Revised Quantities**

The University reserves the right to increase or decrease total quantities as necessary. The University may place additional orders for the same or modified scope of the commodities/services solicited under this



ITN within 180 days after expiration of the contract resulting from this ITN. Total additional quantities/modified scope, if any, are unknown.

## **2.52 Family Educational Rights and Privacy Act**

Licensor acknowledges that Licensee has a duty to maintain the privacy of student records, including without limitation education records as defined by the Family Educational Rights and Privacy Act (20 USC § 1232g; 34 CFR Part 99) (“FERPA”), and further acknowledges that as a contractor to whom Licensee has outsourced certain institutional services or functions:

- A. Confidential information about Licensee’s students is contained in records provided to and maintained by Licensor, and Licensor will protect the privacy of all student education records to the fullest extent required of Licensee under FERPA;
- B. Licensor is performing an institutional service or function that has been outsourced by Licensee and for which Licensee would otherwise use its employees;
- C. Licensor is under the direct control of Licensee with respect to the use and maintenance of education records, as defined by FERPA;
- D. Licensor is subject to all FERPA requirements governing the use and re-disclosure of personally identifiable information from education records, including without limitation the requirements of 34 CFR § 99.33(a);
- E. Even in circumstances that might justify an exception under FERPA, Licensor may not disclose or re-disclose personally identifiable information unless Licensee has first authorized in writing such disclosure or re-disclosure; and
- F. Licensor will not use any personally identifiable information acquired from Licensee for any purpose other than performing the services or function that are the subject of this agreement.

## **2.53 Smoke Free Policy**

The University prohibits smoking on all university owned, operated, leased and/or controlled properties in order to maintain a healthy and safe environment for its faculty, staff, students, and visitors. All employees of operator will strictly adhere to the smoke free policy. Visit <http://www.ucf.edu/smokefree> for additional information.

## **2.54 Contact with Minor Children**

To the extent that Vendor qualifies as a provider pursuant to the National Child Protection Act of 1993, as amended, or as a service provider in accordance with applicable Florida law/Statutes, who has direct contact with children receiving services or with adults who are developmentally disabled receiving services or who qualifies as a direct service provider to the elderly (as defined by Florida law/Statutes), Vendor hereby guarantees that Vendor and/or anyone acting on Vendor’s behalf (including, but not limited to Vendor’s employees, agents, subcontractors, etc.) has undergone/passed a Level II (two) background check with the State of Florida, as provided under Chapter 435 and hereby certifies that none of Vendor’s

employees, agents, subcontractors and/or anyone else acting on Vendor's behalf, has any disqualifying offenses, including, but not limited to those listed in Section 435.04, Florida Statutes.

## **2.55 Reporting of Child Abuse**

Vendor hereby expressly agrees to instruct its employees, agents, subcontractors and/or anyone else acting on Vendor's behalf, to report to the University of Central Florida police any instance of child abuse, abandonment, or neglect witnessed or learned about that occurred on University of Central Florida property or during an event or function sponsored by the University of Central Florida.

## **3.0 STUDENT SHUTTLE SERVICE REQUIREMENTS**

### **A. General Contractor Responsibilities**

- A.1. The Contractor will work under the direction of UCF Transportation and shall be responsible for all day-to-day operations, administration, maintenance, and other tasks as assigned.
- A.2. Provide fixed route services as specified in the Service Overview included in this document. Meet all operations, equipment, and maintenance requirements established herein. Meet all performance, training and safety standards. Provide qualified personnel having management, operations, and maintenance expertise necessary. The Contractor shall be solely responsible for the satisfactory work performance of all employees/personnel related to the delivery and implementation of transit services.
  - A.2.1. Provide corporate support to local management staff including technical assistance in service planning, maintenance, safety, training, human resources and general operations to ensure compliance with contract requirements and federal, state and local laws.
  - A.2.2. Meet employee hiring and training standards as specified.
  - A.2.3. Maintain all equipment and vehicles (revenue and support) in accordance with generally accepted industry practices and the ITN requirements.
  - A.2.4. Supervise operations of fixed route services.
  - A.2.5. Comply with and/or assist with all transit technology systems procurement, management, maintenance, and operations.
    - A.2.5.1. Contractor shall provide Customer with full, real time (or as close as technologically possible) and unlimited access to all data captured from any transit technology on board vehicles.
    - A.2.5.2. Contractor will provide Customer with all software and credentials required to independently access data and reporting for all on board technology.
  - A.2.6. Assist with data collection, surveys and analysis of transit operations. Comply and/or assist with the University's monitoring and auditing programs.
  - A.2.7. Assist University staff in development and implementation of management direction and standards for the day-to-day administration of the transit service. Attend scheduled weekly, monthly, and special meetings with University staff.
  - A.2.8. Assist each semester with route and schedule reviews and planning of the next semester's services.

- A.2.8.1. Analyze changing conditions and AVL data to assess on time performance, running times, headway adherence, and make necessary recommendations to adjust schedules and routes or other potential cost savings for the University.
- A.2.8.2. The University shall approve all schedule and route changes.
- A.2.9. Respond promptly and precisely to UCF's requests for information. Promptly notify the University of any deficiencies in facilities and/or revenue vehicles, or in proposed fixed routes, services expansions, alterations, service reductions, and/or other service operations including but not limited to technology or software management systems.
- A.2.10. Provide operating, financial, and performance reports and invoices monthly as outlined in this ITN and as requested by the University.
- A.2.11. The contractor shall provide the services in compliance with all federal and state Environmental Protection Agency (EPA) requirements.
  - A.2.11.1. The contractor shall take whatever measures are necessary to prevent fuel spills or other environmental mishaps and be responsible for any clean up at the contractor's facility or on the routes operated by the contractor.
- A.2.12. Provide insurance coverage as required.
- A.2.13. Cooperate with campus and other law enforcement agencies with respect to security activities and emergency evacuation situations.
- A.2.14. Refer all University-related media inquiries to the University, and cooperate in providing public information through the University.

## **B. Route and Service Requirements**

- B.1. Current Route Information for reference
  - B.1.1. <http://parking.ucf.edu/shuttles/>
  - B.1.2. [http://parking.ucf.edu/files/2017/06/1704PKS1142-Shuttle-Brochure-Fall-2017\\_v2-1.pdf](http://parking.ucf.edu/files/2017/06/1704PKS1142-Shuttle-Brochure-Fall-2017_v2-1.pdf)
- B.2. See Appendix VI for number of buses required on each route and the times of services.

## **C. Transit Service Requirements**

- C.1. The University shall not be liable for any interruptions of services, which may result from damages of vehicles, injuries, or absences of Contractor's employees.
- C.2. Damages
  - C.2.1. The Contractor, if any, assumes full risk and responsibility for any loss, destruction or damages to the Contractor's vehicles or other equipment, unless caused by a University employee.
- C.3. Any damage(s) to UCF's property, grounds, or equipment caused by the Contractor, if any, or its employees, resulting from work performed under this contract, shall be repaired, at the expense of the Contractor, if any, to UCF's total satisfaction.
  - C.3.1. UCF shall not be responsible for any losses or damages to the successful Proposer's, if any, property to include supplies, tools, equipment, and vehicles.

- C.3.2. In the event of damages to the Contractor's property that it believes is caused by the University or its employees, the Contractor, if any, will seek recourse through normal UCF reimbursement channels.
- C.4. The University of Central Florida has extremely high standards. The Contractor is expected to meet or exceed those standards at all times.
- C.5. There are no known extreme roadway dips or depressions, overhead obstructions, severely sloping ingress/egress curb cuts, sharp turns, or any other obstructions along any of the proposed bus routes, or at any of the pick-up or drop-off points on the routes. However, most of the apartment complexes on the routes have installed speed bumps, which, as intended, serve to slow or impede the speed of moving, vehicular traffic. These speed bumps must be taken into consideration by all drivers in keeping to prescribed headways.
- C.6. Each route served is estimated to cover approximately 150 miles per day per bus.
  - C.6.1. The University will determine the number of buses required on each route needed to meet desired headways. Contractor shall assist UCF with this planning as requested.
- C.7. The current average daily ridership is approximately 12,000 boardings.
- C.8. Contractor may only bill for delivered route services hours. No deadhead time may be billed.
- C.9. Driver Break on Route
  - C.9.1. Continuously scheduled route service MAY NOT, IN ANY CIRCUMSTANCES, be interrupted for scheduled driver breaks. Service must continue uninterrupted using relief drivers who shall be scheduled as required to maintain this service level.
  - C.9.2. Drivers may be allowed short personal breaks, if needed, at designated stop locations during normal, continuous service. It is the Contractor's responsibility to ensure that on time performance levels are maintained even when personal breaks are required. UCF will include reasonable time to accommodate personal breaks in the schedule of service.

#### **D. Personnel Management**

- D.1. The Contractor, if any, is responsible for establishing effective management controls in the performance of the contract. The awarding of this contract will be determined in part by the amount and quality of control that the Contractor has over its representatives.
- D.2. The Contractor shall furnish all management, operators (drivers), mechanics, dispatchers, supervisors, administrative personnel, and other personnel services necessary for providing the transportation services in accordance with this contract.
- D.3. The Contractor will be required to provide project management, through a General Manager (or the equivalent), at a level of authority, and with capability sufficient to oversee its functions and employees under this contract.
  - D.3.1. The principal function of the General Manager will be to oversee the Contractor's employees and to monitor operational activities associated with the service required under this contract.
  - D.3.2. The General Manager will be responsible to the University for the safe and reliable provision of all services that are required under this contract.

- D.3.3. The General Manager will be expected to directly supervise the daily activities of all drivers, dispatchers, call takers, maintenance workers, and other personnel necessary to support the University's shuttle operation.
- D.3.4. The General Manager will work cooperatively with The University in matters of assuring service quality, providing operational data, responding to complaints and comments from passengers and/or the general public, and responding to specific requests for other assistance as necessary.
- D.4. The Contractor shall notify University personnel immediately upon the resignation or removal of any primary project personnel
- D.5. The University shall have the right to interview and evaluate any proposed replacement general manager, assistant general manager, or operations manager candidate prior to assignment at the University. The University may, at their sole discretion, require that a proposed candidate be unassigned to the University.
- D.6. General Manager/Key Staff
  - D.6.1. The University must approve the General (Site) Manager prior to assignment to the University of Central Florida service.
  - D.6.2. Minimum qualifications for the General Manager
    - D.6.2.1. Must have CDL with both air brakes and passenger endorsements.
    - D.6.2.2. 4-year Bachelor's Degree from an accredited college strongly desired.
    - D.6.2.3. 10 years relevant experience in public transportation or operations with a minimum of 3 years supervisory experience.
    - D.6.2.4. The GM shall have strong leadership and decision-making abilities and capability to understand the environment and make changes as needed in the field.
    - D.6.2.5. Technically proficient in using Internet applications, email, MS Word, MS Excel, MS PowerPoint, and general competence with technology.
  - D.6.3. The University reserves the right to approve any employee who is in a supervisory, key staff or support role prior to assignment to the contract.
  - D.6.4. The University reserves the right to review the qualifications, resume, work history, educational background, and references for any employee assigned to the service
  - D.6.5. The General Manager shall remain in his or her position for at least one year after commencement of this contract. Allowable exceptions include termination for cause, upon mutual agreement between the University and Contractor, or at the University's request.
  - D.6.6. Should the General Manager be temporarily unavailable to perform his or her duties, the Contractor will appoint a competent staff member, with equivalent delegated authority, to temporarily serve in the General Manager's place. The Contractor will notify the University's designated representative whenever such substitution will occur prior to such an occurrence.
  - D.6.7. If the General Manager will be unavailable for more than two consecutive weeks, the Contractor will be required to provide a qualified General Manager as a substitute, subject to the University's approval. The Contractor may **not** use staff personnel provided for this contract outside the University's service area without prior approval of the University.

- D.6.8. The Contractor will assure the University that the General Manager assigned to this project will not be replaced without a ninety (90)-day advance written notice, unless the departing employee does not provide the Contractor with such notice, or the Contractor removes the employee for cause.
- D.6.9. The General Manager or his/her designee may be required to serve as an extension of the University's contract oversight staff and, as such, may also be required to attend staff and performance meetings, upon request.
- D.7. Driver Wages
  - D.7.1. The University fully expects that the Contractor will pay adequate wages to employ qualified and reliable drivers. The starting wage shall be a minimum of \$12.00 per hour. Annual raises for qualified drivers shall be a minimum of 2.0% per year.
- D.8. Supervision
  - D.8.1. The Contractor shall provide continuous, daily supervision of its contracted service, including the monitoring of schedule adherence, on-street operation (s), and on-route compliance.
  - D.8.2. Supervision will include conduction of on-board "ride checks" to ensure driver adherence of established procedures, i.e. ADA compliance and passenger relations.
  - D.8.3. Such supervision will also include responses to investigation of accidents. The University reserves the right to provide similar investigations and adherence checks of its own without notice to ensure compliance with the terms of this contract.
- D.9. Drivers
  - D.9.1. All drivers must meet the following minimum requirements. Additional requirements for drivers may be included with the ITN response.
    - D.9.1.1. Drivers must be a minimum of twenty-one (21) years of age and have a Commercial Driver's License with appropriate endorsements.
    - D.9.1.2. Drivers must have a valid US driver's license for the past three (3) years.
    - D.9.1.3. A five (5)-year driving record must be obtained. UCF reserves the right to review any individual's driving record at their sole discretion.
    - D.9.1.4. No driver shall have had more than two (2) moving violations within the immediate past five (5) years prior to driving a bus under this contract.
    - D.9.1.5. The first, and only the first, Driving Safety Course taken for a moving violation that appears on a five (5)-year driving record will not be treated as a moving violation, and will not count against the record. Additional courses will not reduce the number of violations.
    - D.9.1.6. No more than two (2) accidents in the past five (5) years will be permitted for any driver. This includes "no-ticket" or "no-fault" accidents.
    - D.9.1.7. No driver may work on behalf of UCF if they have been convicted of any a serious traffic violation, i.e. DWI/DUI, Driving with Suspended License, etc. within the immediate past seven (7) years.
    - D.9.1.8. Drivers with two (2) or more convictions of serious traffic violations in their lifetime may not work at UCF.
    - D.9.1.9. No more than two (2) violations for No Liability Insurance in a five (5)-year period is allowed for any driver.
- D.10. Background Checks

- D.10.1. No driver may work at UCF until a full and complete background check has been completed and reviewed for full compliance.
- D.10.2. Any conviction or deferred adjudication of any employee for a felony offense within the past ten (10) years of the beginning date of this contract will result in disqualification of that employee driving under this contract.
- D.10.3. Any drug or alcohol related offense, theft, assault or other conviction of deferred adjudication of any employee with the past ten (10) years of the beginning date of this contract for a felony or misdemeanor offense will result in disqualification of that employee driving under this contract. Examples include, but are not limited to, murder, robbery, and sex offenses.
- D.11. Each driver must also:
  - D.11.1. Be full- or part-time employees of the Contractor.
  - D.11.2. Have the ability to read, write, and speak English.
  - D.11.3. Have and exercise sensitivity to the passengers' needs. Drivers may be required to attend University-sponsored Customer Service training courses at the Contractor's expense.
  - D.11.4. Be capable of handling complaints and problems as required.
  - D.11.5. Undergo and pass Federal Department of Transportation (DOT) physical exam and a comprehensive drug screen at required intervals.
  - D.11.6. Possess a valid, current Florida Commercial Driver's License (CDL).
- D.12. Additional Driver Requirements are:
  - D.12.1. Drivers should foster positive relations among the University students, faculty, staff, visitors and the surrounding community. They must conduct themselves in a professional manner at all times.
  - D.12.2. All complaints involving drivers, equipment, passengers, service, etc. must be investigated and corrective action taken immediately. The Contractor must notify all drivers of any complaint(s) filed against them.

## **E. Reporting**

- E.1. Ridership Reporting
  - E.1.1. Contractor will provide passenger count data by route, stop, vehicle, time, date, and driver.
  - E.1.2. Passenger count data shall be available in real time.
  - E.1.3. Detailed ridership data shall be available for a minimum of three years.
  - E.1.4. Aggregate ridership data (at the system, route and month level) shall be available for the duration of the contract, including all optional years.
  - E.1.5. The Contractor will be required, at the University's request, to conduct, record, and report on manual audit of all boarding passengers on a particular bus or route. Installation of automatic passenger counters in real time will be required at the expense of the Contractor.
  - E.1.6. Ridership counts, in real time, will be separated by route, stop, day, vehicle, driver, and time (hourly).

- E.1.6.1. The ridership counts will be aggregated daily, to weekly, monthly, and yearly reports.
  - E.1.6.2. All reports will be available via a web-based reporting system that can be accessed by any user with authorized credentials.
  - E.1.6.3. All data must be exportable in .CSV or XLS format at any time by the user (does not require any outside support to download data).
- E.2. Key Performance Indicator Reporting
  - E.2.1. Monthly Report (due by the tenth business day of the next month)
    - E.2.1.1. Missed or late departures, and reason(s) therefore
    - E.2.1.2. Number of complaints
    - E.2.1.3. Number of accidents
    - E.2.1.4. Number of wheelchair boardings
    - E.2.1.5. Maintenance inspections
  - E.2.2. Near Real Time Reports (required to be available within 24 (twenty-four) hours or less)
    - E.2.2.1. On Time Reports
    - E.2.2.2. Headways Reports
- E.3. Accident and Incident Reporting
  - E.3.1. The successful Proposer, if any, shall be responsible for immediately reporting all facts relating to accidents, injuries, damages, or losses incurred. UCF shall designate the authority that shall receive these reports.

## **F. Marketing and Public Relations**

- F.1. The Contractor shall distribute, as required, all maps, schedules, surveys, passenger notices, and other printed materials that the University may deem necessary to market the service. The Contractor shall also cooperate and participate in marketing, promotions, advertisements, public relations, and related educational programs, and projects that the University may undertake from time to time during the term of the contract to enhance ridership.
- F.2. The University shall be the exclusive public media spokesman in connection with these services. Under no circumstances shall the Contractor or its employees be permitted to distribute any unauthorized printed or written materials pertaining to the University of Central Florida, or its affiliates, without the express, written permission of the University.
- F.3. The University shall retain the exclusive right to regulate and administer all information and advertising on the buses.
- F.4. The University may, during the course of this contract, require the Contractor to allow access to the buses assigned to this contract, or of others of its contracted vendors, to install and remove advertising material on the buses.
- F.5. If approved by the University, all advertising materials on the buses will meet uniform size and content requirements, and are subject to the University's approval prior to being installed.

## **G. Responsibilities**



- G.1. The successful Proposer, if any, shall furnish all supplies, material equipment, management and labor necessary for the professional, efficient and sound operation of UCF's Student Transportation Services.
- G.2. The successful Proposer, if any, shall service, maintain and safely operate all revenue service and support vehicles provided for its use at UCF under the contract.
- G.3. The successful Proposer, if any, shall deliver all vehicles that it proposes for use under this contract, to a convenient, agreed upon location where UCF representatives can inspect them prior to their being placed into service. This includes initial ITN specifications review to include inspection of first and last assembled bus at manufacturer's facility.
- G.4. The successful Proposer, if any, shall maintain good public relations with UCF students, faculty and staff at all times.
- G.5. The successful Proposer, if any, shall maintain and service all vehicles on a frequent and continuous basis, and shall indicate in their proposal how the schedule will be implemented.
- G.6. The successful Proposer, if any, shall identify all vehicles it has proposed by make, model, and year of manufacture for the permanent files of UCF. It shall be the responsibility of the Proposer to keep this information current at all times during the term of the contract, if any.
- G.7. The successful Proposer, if any, shall provide the specific information as to malfunction reports, repairs, and operational comments, as may be directed by UCF.
- G.8. The successful Proposer, if any, shall display all information, including licenses, permits, and certifications, in an appropriate manner as required by applicable law and as approved by UCF.

#### **H. Emergency Operations**

- H.1. Contractor shall make the fleet and drivers available to UCF emergency operations during any UCF declared emergency situations regardless of date or time.
- H.2. Contractor shall not increase the billable rate for emergency services. Contractor may add a premium if they are required to pay their drivers overtime. This premium must be presented, in writing, to UCF transportation management prior to deployment.
- H.3. Additional costs for evacuation operations may be presented to UCF for reimbursement as well.
- H.4. UCF may request that buses be used to block roadways during special events and/or emergency operations. Contractor shall provide a separate hourly rate for buses used in this manner.

#### **I. Maintenance and Appearance**

- I.1. No vehicle maintenance shall be performed on the UCF campus.
- I.2. Contractor shall provide a maintenance facility within five to ten miles (5-10) miles of the UCF campus.
  - I.2.1. Preventative and scheduled maintenance shall be performed by Contractor's employees at this facility. Component repairs, warranty repairs, paint and body work, and dealer/manufacture repairs may be outsourced as required.
  - I.2.2. Proposers shall provide location and detailed description of refueling facility as well as maintenance facility size, capabilities, and infrastructure, with bid response.

- I.2.2.1. Response evaluation may receive a higher rating for currently leased/owned facilities, or if proposer shows a commitment agreement to secure the facility if they are the successful respondent.
- I.3. The contractor will be wholly responsible for maintaining the buses, including tires, in the same operational condition and appearance in which they are accepted for use, subject to reasonable wear and tear, Recapped tires will not be permitted.
- I.4. All regular buses must be free of dents, with all body panels fully painted. Spare buses will be subject to inspection and approval by the University before going into temporary service.
  - I.4.1. Any vehicle with body damage will be repaired within 15 (fifteen) days of damage, or as soon as possible.
  - I.4.2. In the event that body damage remains for more than 30 (thirty) days after Contractor has been notified, in writing, by UCF transportation management to repair such damages, Contractor may be assessed Liquidated Damages up to \$500 per day per vehicle.
    - I.4.2.1. Contractor may request an extension, in writing, if parts, equipment, and/or qualified repair personnel are unavailable to complete repairs within 30 days.
    - I.4.2.2. Liquidated Damages are assessed or waived at the sole discretion of UCF.
- I.5. The contractor shall be responsible for complete maintenance of the buses keeping them clean and in neat condition, both inside and outside.
- I.6. The University reserves the right to perform unannounced, periodic inspections related to appearance, as well as to safety and cleanliness.
  - I.6.1. During the contract period, designated University personnel shall have immediate and unrestricted access to all buses in use by the contractor for this service, as well as to any and all maintenance records during planned or unannounced visits or inspections of the contractor's facilities and unrestricted access to all buses in use by the Contractor for this service, as well as to any and all maintenance records during planned or unannounced visits or inspections of the Contractor's facilities.
- I.7. All climate control system must be operable during the appropriate weather conditions.
- I.8. All buses will undergo daily safety and cleanliness inspections, and will remain FMVSS compliant at all times. Records of these inspections will be maintained and made available to the designated University personnel upon request. Any problem affecting the safe operation of the vehicle, or presenting a potential hazard to passengers must be corrected before the vehicle may be put into service.
- I.9. All buses placed into service by Contractor must, without exception:
  - I.9.1. Be cleaned daily, inside and outside.
  - I.9.2. Have vehicle floors swept and mopped daily.
  - I.9.3. Be wiped down entirely. Surfaces to be wiped down will include, but not be limited to dash controls, the area along the dashboard, and the headliner above the driver area.
  - I.9.4. Be "VIP" detailed, no less than once monthly.
  - I.9.5. Have fully operational air conditioning, wheelchair lifts, seat belts, radios, and destination signs.
  - I.9.6. Be free of body damage, have no missing or unpainted panels; with wheels and tires checked daily for any defects, flats or low inflation, or missing curbing lugs.
  - I.9.7. Be free of graffiti on the exterior and interior of the buses.

- I.9.8. Have all safety items, i.e. lights, brakes, horn, tires, wheelchair tie-downs, seat belts, etc., fully operational. All malfunctioning or non-operational safety-related items must be repaired, corrected, or replaced before the affected vehicle can be returned to service.
- I.9.9. Have no cannibalized parts.
- I.10. Regular cleanliness maintenance will be performed by the drivers at all times. Following is a list of interior maintenance items that must be performed regularly:
  - I.10.1. The interior of buses kept clean and free from damage.
  - I.10.2. Floors kept free of debris.
  - I.10.3. Trash containers kept emptied.
  - I.10.4. Seats checked regularly for spills and general cleanliness.
  - I.10.5. Upholstery checked for damage.
  - I.10.6. All surfaces kept free of graffiti, stains, etc.
  - I.10.7. Windows kept clean and free of any damage or obstruction to vision.
  - I.10.8. The exterior of each bus must also be kept clean and free of damage and rust. Buses will be washed at least once per week, or more frequently if needed.
- I.11. The windows of each bus will be cleaned no less than once weekly. This includes, both the inside and outside of each window.
- I.12. All buses shall be maintained properly, in accordance with the above, or as otherwise required by the University. Failure to do so may result in a bus being taken out of service until the Contractor has made the desired corrections.
- I.13. The Contractor shall maintain records for each bus, reflecting its mechanical operation history, including inspections and repairs. These records shall be available for inspection, during regular UCF business hours, by duly authorized UCF personnel.
- I.14. If any services performed or equipment provided herein do not conform with the requirements of this contract, the University shall have the right to require the Contractor to immediately take all necessary steps to ensure future performance of the services do conform with the requirements of the contract; and reduce the Contract price to reflect the reduced value of the actual scheduled vehicle hours performed.
- I.15. Any equipment, other than what has been previously mentioned, that is necessary for the safety and maintenance of the vehicles, must be maintained per industry standards.
- I.16. In the event the Contractor fails to promptly take necessary steps to ensure future performance of the services is in conformity with the requirements of the contract; the University shall have the right to terminate this contract for default.
- I.17. A preventative maintenance wheelchair lift or ramp inspection will be performed on each bus no less frequently than once every 6,000 miles, and a long-form preventative maintenance inspection will be conducted in no less frequency than each 2,400 miles. Wheelchair lifts or ramps must be cycled daily.
- I.18. A preventative maintenance air conditioning inspection will be performed on each bus no less frequently than once every 6,000 miles, and a long-form preventative maintenance inspection will be performed no less frequently than each 24,000 miles.
- I.19. The air-conditioning filters will be changed at the time of every inspection, or more frequently, as needed.

## **J. Graphics and Bus Wraps**

- J.1. Vehicles shall be painted white with black trim.
- J.2. Contractor shall make vehicles available to UCF for wrapping and graphics upon request. The Contractor shall coordinate movement of vehicles to and from the graphics installation location at UCF's direction.
- J.3. UCF will wrap each vehicle in coordination with Lynx in Orlando. The cost of installation and graphics will be covered by UCF and should not be included in the pricing.
- J.4. The timing of bus wrap replacement due to normal wear and tear or for any other reason, will be at UCF's sole discretion. UCF will pay for the cost of graphics and installation.
- J.5. Contractor is fully responsible for damages to bus wraps and graphics. Contractor will be responsible for replacement and/or repair of any graphics that are damaged.
- J.6. All repairs to graphics must be made within 21 (twenty-one) days of occurrence. UCF will only approve extensions (which must be done in writing) if Contractor shows legitimate need for delay such as delivery of graphics or installer availability.
  - J.6.1. Unrepaired graphics are subject to Liquidated Damages up to \$200 per day per vehicle if the deadline is not met. Damages are assessed (and may be excused) at the sole discretion of UCF transportation management.
- J.7. All buses will be painted solid white prior to delivery. Decal placement and design on all buses will be determined by UCF. Once the buses are inspected, Contractor and a University designee will sign off on a checklist, including digital photographs for each bus inspected and approved for use. The University will retain copies of the checklists and photographs.

## **4.0 REQUIRED OFFER FORMAT**

### **4.1 Introduction**

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

To facilitate analysis of its offer, the Respondent is to prepare its offer in accordance with the instructions outlined in this section. If Respondent's offer deviates from these instructions, such offer may, at UCF's sole discretion, be REJECTED.

UCF EMPHASIZES THAT THE RESPONDENT CONCENTRATE ON ACCURACY, COMPLETENESS, AND CLARITY OF CONTENT. The Respondent is encouraged to use sections and tabs that are clearly identified and also number and label all parts, pages, figures, and tables in its proposal submittal/offer. Additional tabs may be appended which contain any other pertinent matters that the Respondent wishes UCF to take into consideration in reviewing the offer. Respondent's response to this ITN must be uploaded to the Bonfire web portal.

### **4.2 Respondent/Offer Submittal Sections**

Each respondent shall provide, in their written response, confirmation that they will meet or exceed each

requirement in each section of the scope of services. Any exceptions must be noted and explained, and may result in a reduced score evaluation and/or disqualification of the bid response.

Respondent should provide descriptions, information, diagrams, or additional documentation for any item within the program requirements as specified.

## **A. Experience and Qualifications**

- A.1. Provide a 1-2 page descriptive narrative demonstrating proposer's proven success in providing transportation operations and management services in the university environment of similar size and scope. The narrative should include a description of timely repair and maintenance operations required to support operations.
- A.2. Experience
  - A.2.1. Proposer should have a minimum of ten (10) consecutive years' experience providing bus and/or van passenger transportation services to a college, university, airport, military facility, corporate campus, municipality, hospital/healthcare facility, or public recreational facility.
  - A.2.2. Contractors should submit a minimum of three (3) qualified references with their response.
  - A.2.3. Active customer references are strongly desired. References for contracts that ended within the previous 24 (twenty-four) months will be considered but may be assigned a lower value during the evaluation stage.
  - A.2.4. Submitted references will be evaluated based on relevancy to service requirements and quality of service delivered.
- A.3. Qualified References
  - A.3.1. Minimum of 20 (twenty) vehicles operating simultaneously during peak period of service.
  - A.3.2. Minimum average of 30,000 annual service hours per reference.
  - A.3.3. Minimum average of 1,000,000 unlinked passenger trips provided per year.
  - A.3.4. Bus and/or van passenger transportation services must have been provided to a college, university, airport, military facility, corporate campus, municipality, hospital/healthcare facility, or public recreational facility.
  - A.3.5. Provide the following information for each reference:
    - A.3.5.1. Contact name, title, email, fax, phone, and address
    - A.3.5.2. Name of company or organization
    - A.3.5.3. Description of service provided, who is transported and the geographic area of the transportation system, the number of buses and number of annual hours.
    - A.3.5.4. Date service began
    - A.3.5.5. Date service ended or future contract end date
    - A.3.5.6. Indicate if site visit will be allowed if requested by University.
    - A.3.5.7. Reason service ended (if applicable)
- A.4. Terminated Contracts – provide a listing of all contracts that terminated prior to the contract end date, for any reason, during the last 60 (sixty) months.

- A.4.1. Include customer name, description of service, dates of service, reason for service termination.

## **B. Transit Service Requirements**

### **B.1. Support Management Plan**

- B.1.1. Describe support services, corporate organization chart showing individuals / positions assigned and resumes. The plan should include Quality Assurance Plan, Service Planning Capabilities, Safety and Compliance Program (including Audit Procedures), Human Resource Management, Environmental Compliance and Audit Procedures.

### **B.2. Staffing Plan**

#### **B.2.1. Site Organization Chart**

- B.2.1.1. Include all management, supervisory, and support staff, titles, and job duties/responsibilities. Include General Manager, Asst. GM/Operations Manager, training, human resources, compliance, maintenance staff, and operations supervisors.

#### **B.2.2. Site Staffing Plan**

- B.2.2.1. Include a staffing plan that describes hiring plan and timeline, number of drivers to be hired. The staffing plan should include on-going hiring plans and contingency plan in the event of driver shortages.

### **B.3. Service Start Up Plan**

- B.3.1. The Proposer should provide a Service Start-Up Plan that shows specific dates, deadlines and milestones of how the firm proposes to meet the service start date and accomplish tasks described in the Scope of Work, including, but not limited to, staffing plan for each area. The plan should include the following critical dates at a minimum. Additional relevant information regarding the start-up plan should be included as appropriate. The quality of the start-up plan will be evaluated on comprehensiveness and applicability to proposed operations and critical path schedule.

- B.3.1.1. Date General Manager is to be hired and/or assigned to the University.
- B.3.1.2. Hiring and/or assignment of all other management, administrative, and support personnel.
- B.3.1.3. Date drivers are to be hired and/or assigned to the University.
- B.3.1.4. Operator requirements and training dates for drivers.
- B.3.1.5. Vehicle acquisition, inventory and inspection dates.
- B.3.1.6. Dates that facilities, shop and office equipment are to be identified and confirmed, including maintenance, bus washing.
- B.3.1.7. Maintenance start-up programs including training and receipt of permits and licenses.
- B.3.1.8. If any of the operational facilities will be outsourced, the start date of the contracted service should be noted in the start-up plan.

### **B.4. Customer Service Plan**

- B.4.1. Provide a copy of a standard or previously used customer service plan that addresses driver/passenger resolution, process for handling and resolving complaints, plan to meet American's with Disability Act requirements, standard/daily duties and requirements for

drivers, ongoing service quality training program, and training plan for UCF specific requirements.

- B.4.2. Confirmation that an employee handbook will be provided to each employee and it will be periodically reviewed and updated as required.

**B.5. Emergency Response Plan**

- B.5.1. Thirty (30) days prior to the start of service under this contract, the Contractor shall submit, for University approval, written procedures for responding to emergencies and routine problems that may occur during the course of the contract. Occurrences include, but are not limited to:

- B.5.1.1. Passenger injuries
- B.5.1.2. Disturbances
- B.5.1.3. Employee illness
- B.5.1.4. Vehicle failures
- B.5.1.5. Inclement weather
- B.5.1.6. Accidents
- B.5.1.7. Detours
- B.5.1.8. Employee injuries, and
- B.5.1.9. Union walkouts (if applicable)

**B.6. Customer Feedback (Comments, Questions, and Concerns)**

- B.6.1. In the event of any complaint, the Contractor will be required to contact each complainant by telephone, or follow up the complaint with written correspondence relative to the complaint. If an investigation is required, the Contractor will conduct an investigation and the complainant will be contacted by telephone or written correspondence regarding the results of the investigation.

- B.6.2. Within four (4) business days of receipt of any passenger complaint, the Contractor shall provide the University with copies of all written responses.

- B.7. Proposers are to provide location and detailed description of maintenance facility size, capabilities, lease or ownership status, and infrastructure, with bid response.

- B.8. Proposers are to provide the following for each vehicle type proposed (specific requirements are listed in paragraph C. (inclusive of seating, windows, lighting, communication equipment, electronic sign messaging, on board climate control, fuel type, etc.):

- B.8.1.1. Detailed drawings from the proposed bus manufacturer showing all dimensions and seating configurations
- B.8.1.2. Detailed specification listing of all vehicle components
- B.8.1.3. Color photographs or brochures showing interior and exterior views of the vehicle.

**B.8.2. References**

- B.8.2.1. Respondent should provide a minimum of 3 (three) references from higher education institutions of comparable size and scope to UCF using the proposed fleet of vehicles.

**C. Vehicle Requirements**

**Vehicle Types/Quantities**

<b>Vehicle Type</b>	<b>Seating</b>	<b>Doors</b>	<b>Quantity</b>
12 Yr Transit Bus (Max 36')	29 Minimum Seats All perimeter Seats Maximum number of standees must be permitted based on vehicle GVWR.	2	31 Buses 27 Peak/4 Spares
12 Yr Transit Bus (Max 36')	33 Minimum Forward Facing Seats Maximum number of standees must be permitted based on vehicle GVWR.	2	13 Buses 10 Peak/3 Spares
12 Yr Transit Bus (Max 40')	39 Minimum Forward Facing Seats No standees permitted.	1	6 Buses 6 Peak/No Spares
7 Yr Medium Duty Bus	Min 20 Passenger Forward Facing Seats (Propane Fueled). Minimum of 10 standees required.	1	6 Buses 4 Peak/2 Spares
<b>TOTAL VEHICLE FLEET (Includes Spares)</b>			<b>56</b> <b>47 Peak, 9 Spares</b>

### C.1. General Requirements

- C.1.1. Forty-Seven (47) vehicles are required for peak service, and a minimum spare ratio of 20% is required. A total of Fifty-Six (56) buses are required to provide service for the University of Central Florida. All vehicles must be new and the current model year.
- C.1.2. All transit buses must be Altoona tested and meet 12 Year/500,000 Mile STURAA (Surface Transportation and Uniform Relocation Assistance Act) Certification. Medium duty buses must meet 7 Year/200,000 Mile STURAA Certification.
- C.1.3. All transit buses shall be of low floor design. School bus or activity bus types are not acceptable.
- C.1.4. All vehicles must be ADA (Americans with Disabilities Act) compliant and equipped with wheelchair ramps or wheelchair lifts
- C.1.5. All vehicles requiring 2 (two) doors must have two full sized automatic passenger doors, one in the front, and one mid body. Single door buses shall be full sized, automatic, and placed near the driver seat.
- C.1.6. All buses must be meet federal, state, and local requirements with respect to installed seatbelts.
  - C.1.6.1. Any vehicle with forward facing seats shall be considered eligible for highway transportation and should be outfitted with three-point seat restraints.
  - C.1.6.2. Vehicles with 100% perimeter seating are considered intercity transit vehicles and will not travel on highways.
- C.1.7. All buses shall be equipped with a 2 (two) position bicycle rack.
- C.1.8. Transit vehicles shall have a minimum GVWR of 35,000 lbs.
- C.1.9. UCF desires the shortest length buses that meet all requirements.
  - C.1.9.1. Respondent must certify that proposed vehicles WILL safely maneuver all routes, both on and off campus, and have a turning radius to meet all route requirements.
  - C.1.9.2. Contractor is fully and solely responsible for replacing any vehicles that do not meet these requirements.



- C.1.9.3. Each bus must be equipped with power steering so that the vehicle may negotiate tight turns and reversal directions easily.
- C.1.9.4. Reverse-direction backup cameras, alarms and lights are required.
- C.1.10. All buses must be inspected and licensed in accordance with applicable Federal and Florida Motor Vehicle laws and regulations.
- C.1.11. The engine compartment of each bus shall be insulated from the passenger compartment to minimize interior noise, heat, and fumes.
- C.1.12. Each vehicle must be equipped with an exhaust system that meets U.S government noise level and exhaust emission (smoke and noxious gases) requirements. The exhaust tail pipes shall extend to the rear of the vehicle and exit to the street side (not curb side) of the buses.
- C.1.13. All buses must be inspected and licensed in accordance with applicable Federal and Florida Motor Vehicle laws and regulations.
- C.1.14. The University shall be allowed to display signage on any of all buses directing UCF riders on procedures to follow for complaints, comments, or suggestions.
- C.1.15. The University reserves the right to restrict any music or audio programming on any or all buses, for any reason, at their sole discretion. The University may also require Contractor to disconnect hardware from playing music or audio programming at any time, for any reason, at their sole discretion.
  - C.1.15.1. The University may restrict music or audio programming for the passenger cabin and/or driver area.
- C.1.16. The contractor will not use a University identified bus for any transportation activity other than scheduled route service without prior written approval from the University.
- C.1.17. No open containers of food or beverages, music playing without headphones, bicycles, or animals (except for certified service animals) are permitted on buses at any time.
- C.1.18. At least one (1) overhead grab rail, running front-to-rear shall be installed inside each vehicle. The grab rails shall be securely fastened to the roof bows or to steel backers welded into the roof structure. All grab rails must be equipped with straps or handles.
- C.1.19. Vehicles must be equipped with the heaviest duty braking system available, including any redundant systems, recommended by the manufacturer.
- C.2. Acceptable Vehicles
  - C.2.1. Example of vehicles that meet specifications include but are not limited to New Flyer, Gillig, ElDorado, or approved equivalent.
- C.3. Seating
  - C.3.1. The seat shall be ergonomically designed and shaped to provide optimal lumbar, kidney area, and buttocks support. All seats must meet federal, state, and local guidelines.
  - C.3.2. Molded seats such as Gemini or Citiseat or approved equal shall be used in all buses. Cushions or seat inserts shall be included at the request of UCF.
    - C.3.2.1. Aisles must be a minimum of 20" wide at seated passenger hip height for 102" wide buses, and 16" wide for 96" wide buses.
  - C.3.3. Seating fabric will be LaFrance level 5 or above, or approved equivalent. UCF will select color and type during pre-production meetings.
  - C.3.4. Forward facing seats shall be equipped with a mounted grab rail/handhold on the back of each seat.

- C.3.5. All seating shall be in compliance with Federal Motor Vehicle Safety Standard (FMVSS) 207 (Seating Systems).
- C.3.6. Any seat belt assemblies shall be in compliance with FMVSS 209; 210 (Seat Belt Assembly; Seat Belt Assembly Anchorage). Certification of FMVSS compliance will be submitted with this proposal. Failure to do so will render the proposal unresponsive.
- C.4. Windows
  - C.4.1. All vehicles shall be equipped with T-Slider windows to allow passengers to open windows for fresh air ventilation.
- C.5. Vehicle Related Contractor Responsibilities
  - C.5.1. UCF will have the right to determine, at any time during the course of the contract, if any, whether the number of vehicles the Contractor provides shall be increased or decreased at any given time during the term of the contract.
    - C.5.1.1. Contractor will provide an updated quote for the additional or reduced services when requested.
  - C.5.2. The vehicles provided for this contract, if any, shall be in good condition and maintained to ensure compliance with applicable laws concerning mechanical conditions, cleanliness, and operational safety.
    - C.5.2.1. UCF agrees that any modifications or alterations to the vehicles that UCF deems necessary to comply with any University regulation or policy, State statute or other governmental regulation, shall be the responsibility of the successful proposer, if any.
    - C.5.2.2. The Proposer shall take reasonable and proper care of its vehicles, and shall notify UCF of any known deficiencies.
  - C.5.3. UCF may, from time to time, request the services of the successful Proposer, if any, to assist in the development of specifications for new or upgraded vehicles. These services shall be provided at no charge to UCF.
- C.6. Interior Lighting shall include:
  - C.6.1. A driver's compartment dome light.
  - C.6.2. Instrument panel light.
  - C.6.3. Switch panel backlighting.
  - C.6.4. Passenger compartment lighting that is non-glare for night time operations.
  - C.6.5. A step well light that adequately illuminates the step well area with the door open, and wired to automatically activate when the passenger door begins to open.
- C.7. Vehicle Communications Requirements
  - C.7.1. Each vehicle will be equipped with a mobile radio that has sufficient range for drivers to communicate with supervisors and dispatch throughout the entire operating area.
    - C.7.1.1. Drivers may use cell phones for intra-company communication, but such phones must also be of the hands-free variety. Drivers may not use cell phones while on route or operating the shuttles.
    - C.7.1.2. Drivers may not use cell phones for any personal reason while on duty.
- C.8. Electronic Sign Messaging
  - C.8.1. Each vehicle will be equipped with a minimum of two programmable digital message/route signs. Front mounted sign above the windshield and side mounted passenger sign near primary passenger entry door.

- C.8.1.1. Electronic signs must be J1708/J1939 compliant. Industry standard providers (Luminator, TwinVision, Hanover, TranSign, or approved equivalent) are strongly desired.
- C.8.1.2. Electronic messaging signs must meet manufacturer's recommendations for visibility (I.e. font size, color, brightness, etc.) during all UCF route operations.

**C.9. On Board Climate Control**

- C.9.1. All vehicles must be equipped with properly functioning climate control (heat and air-conditioning) systems for both the driver and passenger compartments.
- C.9.2. The maximum size Air Conditioning system available for the proposed vehicle must be proposed. Respondent shall provide a letter of confirmation from the vehicle manufacturer confirming.
  - C.9.2.1. If dual A/C compressors are available and will increase cooling performance (as certified by the vehicle manufacturer), they shall be included with the proposed equipment.

**C.10. Fuel/Alternate fuel (CNG, Electric, Bio-diesel)**

- C.10.1. It is strongly required that vehicle fuel capacity shall be adequate to conduct daily route operations without refueling.
- C.10.2. All vehicles must contain fuel capacity to ensure uninterrupted route service.
- C.10.3. Fuel costs shall not be included in the cost proposal. Fuel for passenger transporting vehicles will be paid directly based on usage.
  - C.10.3.1. Contractor will be required to provide detailed monthly reports by vehicle with invoice for fuel reimbursement.
  - C.10.3.2. The vehicle level reporting will be submitted electronically on a monthly basis. The report will include starting and ending mileage for each vehicle per day, number of gallons (or gallon equivalent) used per vehicle, the cost per gallon, miles per gallon, and the total cost of fuel by bus and for the month.
  - C.10.3.3. Report is due within 5 days of month end.
- C.10.4. THERE WILL BE NO FACILITIES ON THE UNIVERSITY CAMPUS FOR THE REFUELING AND SERVICING OF ANY OF THE BUSES, WITH THE POSSIBLE EXCEPTION OF ELECTRIC CHARGING STATIONS FOR ELECTRIC-POWERED VEHICLES.
- C.10.5. All buses must be fueled and serviced daily by the Contractor, within a five to ten (5-10) mile radius of the main campus. The fueling and service location must be identified in the proposal. Oil, transmission, coolant, and windshield washer fluid levels will be checked regularly, and fluids will be added as necessary.
- C.10.6. Spare bus will immediately replace any bus that is taken out of service for refueling or service.

**D. Transit Technology Requirements**

- D.1. Real Time GPS/AVL Tracking System (required)

- D.1.1.1. Real time location updates for vehicles on all maps and smartphone applications shall be provided every 1-3 seconds.
- D.1.2. Passenger Website – Optimized for mobile phones, tablets, and PC/MAC browsers
  - D.1.2.1. Unique web link that may be accessed by anyone without login or password.
  - D.1.2.2. No software to load (pure HTML implementation) that displays vehicles laid over a 2D map.
  - D.1.2.3. Branded specifically for UCF.
  - D.1.2.4. Website shall have the ability to show the direction of travel and location in real time of each vehicle on each route. All routes are drawn in different colors.
  - D.1.2.5. Each route is separately selectable – user has the ability to show one, some, or all routes on the map.
  - D.1.2.6. The website shall allow customer to choose a stop and display the next arrivals for route(s) serving that stop.
  - D.1.2.7. Shared bus stops (those on multiple routes) are clearly identified as such.
  - D.1.2.8. An Icon for each in service vehicle shall be rendered on the web site. Bus icon positions should update without the need for refreshing.
  - D.1.2.9. Upon click of the bus icon, additional info is provided to the user:
    - D.1.2.9.1. Route Identifier.
    - D.1.2.9.2. Next Stop.
    - D.1.2.9.3. ETA to Next Stop.
  - D.1.2.10. Bus arrival real-time predictions are provided for each bus stop.
  - D.1.2.11. When a vehicle is selected, ETAs to at least three of the down-line stops should be displayed, this should be configurable to show as many stops as required by the agency.
  - D.1.2.12. ETAs are provided for each bus en route to a bus stop (e.g.: if two buses are on their way to a bus stop, there shall be two arrival time predictions).
  - D.1.2.13. There shall be a section of the screen that is reserved for public service announcements from UCF and allow for links to specified websites.
  - D.1.2.14. Integrated help system
- D.1.3. Mobile Applications
  - D.1.3.1. Native mobile application required for Apple (iOs) and Android.
  - D.1.3.2. Capability to provide a unique UCF mobile application that can be downloaded directly, is branded with UCF logos, text, and colors, and does not require any selection of agency. This may be offered as an upgrade.
  - D.1.3.3. Support for users to leave feedback.
  - D.1.3.4. Support for public service announcements.
  - D.1.3.5. Integrated help system.
  - D.1.3.6. Ability for users to save favorite route(s) and stop(s).
  - D.1.3.7. Ability for user to set reminders to alert them, within the app to bus arrivals at specific routes, stops, and times.
- D.1.4. Reports (at a minimum)
  - D.1.4.1. Public Site Usage Report.
  - D.1.4.2. Smart Phone App Usage Report.

- D.1.4.3. On time performance by route and stop.
    - D.1.4.4. Headways reports.
    - D.1.4.5. Alerts such as Speeding, Geofence Activities.
    - D.1.4.6. On/Off Route Reports.
  - D.1.5. Real Time API
    - D.1.5.1. Real time API must be provided. API shall include all information provided within the system.
- D.2. Automated Passenger Counting System (required)
  - D.2.1. Hella or Iris automated counters or approved equivalent shall be used. No mechanical device may be used to count passengers. Infrared devices are not desired.
  - D.2.2. Automated passenger counting with no interaction by driver or dispatch to count boarding or alighting passengers.
  - D.2.3. System must include automated reporting and data uploads.
  - D.2.4. APC System Operational Requirements:
    - D.2.4.1. The APC System shall accurately (96% or greater accuracy minimum, 98% desired) count passengers as they board and alight, recording the data as a function of individual stops, routes, and vehicle.
    - D.2.4.2. The Contractor shall demonstrate the APC System has the ability to discriminate valid passengers from non-passenger objects, and detect double-backs and re-crossings;
    - D.2.4.3. The APC system shall not interfere electronically with the operation of the transit vehicle or onboard electronic equipment.
    - D.2.4.4. The Contractor shall install the APC System according to industry standards and recommended industry practices. All cables, wiring, interconnections, switches, and circuit breakers/fuses will be heavy duty and specifically designed for the APC system. The selected wire sizes and insulation will be based on current carrying capability, voltage drop, and flexibility requirements. The Contractor shall install any component accessible by the public with tamper-proof fasteners.
    - D.2.4.5. The Contractor shall install a protective filtering device to protect the APC System, its memory and data from electrical fluctuation typically found in a transit bus, which may include, but is not limited to, over voltage, under voltage, transient power surge/dip during engine or other transit bus equipment startup and operation, and alternator noises.
    - D.2.4.6. The APC solution shall count all boardings and alightings associated with route and geolocation information, including real time clock / clock synchronization features for accurate time/date stamp mark of data.
    - D.2.4.7. The system shall have the capability to reduce or eliminate counting inaccuracies caused by passengers carrying items such as packages, boxes, backpacks or briefcases onto the vehicle; and the sensors shall differentiate between boarding and alighting passengers.
    - D.2.4.8. The APC system shall not retain any visual or audio data beyond the timeframe pertinent to gather data as required for accurate boarding or alighting of passengers.

- D.3. On Board Public Wi-Fi (propose as option on 12 buses)
  - D.3.1. Dual band transit grade cellular modem required.
  - D.3.2. Modem must have the capability to support a minimum of 40 simultaneous users.
  - D.3.3. 10GB per month per vehicle data capacity.
  - D.3.4. Management software to control content and data usage, including the ability to shut off data when maximum usage is met.
- D.4. Video Monitoring System (required)
  - D.4.1. Each bus shall be outfitted with a video surveillance/monitoring camera system.
  - D.4.2. System shall have a minimum of 4 channels and 4 cameras.
  - D.4.3. System must have the capability of storing 30 days of video from all cameras at a sufficiently high enough resolution to ensure clear viewing of all incidents. This includes the ability to clearly identify faces and any items carried or used by passengers.
  - D.4.4. Respondent must provide a minimum of 2 (two) references from a University or Municipal transit system with 20 (twenty) or more buses using a video system from REI, SEON, AngelTraxx, or Apollo. 4 (four) references are required if any other system is proposed.

**E. Cost Proposal – The University desires three pricing options to seek the best fleet suited for its operations.**

- E.1. Provide cost proposal for 50 diesel powered transit vehicles and 6 propane powered medium duty vehicles exclusive of fuel.
- E.2. Provide cost proposal for any combination of powered vehicles (CNG, Electric, Propane, Bio-diesel) exclusive of fuel.
- E.3. For any electric vehicle proposals, provide a list of the following as a minimum.
- E.4. Necessary infrastructure (on and off campus)
- E.5. Projected annual electricity costs
- E.6. Identify quantity of shuttles needed to fulfill service order and maintain headway times and range
- E.7. Respondent should provide a description of fueling/recharging infrastructure application for each proposal. This description should include the location of fueling/recharging stations, which exist, and which will be built or installed by the Contractor.

**F. Innovative Ideas**

- F.1. It is the University's desire to provide the most environmentally-friendly, efficient and cost effective transportation service without compromising service quality. If there are requirements that are included herein that could be modified to reduce cost or improve quality, it is incumbent upon the proposer to identify those areas, and submit them as an attachment to the proposal, with the potential savings specified.

**G. Additional Incentives**

Please outline any additional incentives to be provided including conversion incentives, student internships, student scholarships, etc.

#### **H. Conformance to the ITN - Conformance To ITN's Preferred Conditions And Requirements**

Identify any exceptions to the ITN that are included in your Proposal.

*(Note: One of the University's Proposal evaluation criteria outlined in Section 2.8 of this ITN is "Conformance To ITN's Conditions And Requirements." Failure To Conform To ITN's General Conditions And Requirements May Result In Rejection Of Proposal.)*

### **5.0 OTHER REQUIREMENTS**

A sample copy of UCF's standard contractual agreement, which is the instrument used to bind the parties, can be viewed at <http://www.procurement.ucf.edu/>. Any concerns with the provisions and clauses of the offered agreement are to be addressed during the question and answer period sited in section 2.2.

**APPENDIX I**  
**SUPPLEMENTAL OFFER SHEET**  
**TERMS AND CONDITIONS**

The sections set forth below are to each be initialed, as YES for "understood and agreed upon" or NO for "not agreed to." Failure to complete and return this document with your offer could result in rejection of your offer, at UCF's sole discretion. Respondents shall not check sections as "understood and agreed upon" with the intent to negotiate a change to those sections/terms and conditions after tentative award of a contract resulting from this ITN. Respondents disagreeing with any negotiable term or condition of this ITN is to provide a clear and detailed reason for the disagreement and a solution to the disagreement, in his/her offer. A Respondent's disagreement with any non-negotiable section of this ITN shall be automatically rejected. Failure of the university and the tentative awardee to come to an agreement with respect to terms and conditions within a time frame UCF determines to be reasonable constitutes grounds for rejection of that offer and the University shall have the right, at its sole discretion, to award the contract to the next favorable respondent.

<u><b>SECTION</b></u>	<u><b>YES</b></u>	<u><b>NO</b></u>	<u><b>RESPONDENT INITIALS</b></u>
2.1 **Non-negotiable**	_____	_____	_____
2.2 **Non-negotiable**	_____	_____	_____
2.3 **Non-negotiable**	_____	_____	_____
2.4	_____	_____	_____
2.5	_____	_____	_____
2.6 **Non-negotiable**	_____	_____	_____
2.7 Section Not Used			
2.8 **Non-negotiable**	_____	_____	_____
2.9	_____	_____	_____
2.10	_____	_____	_____
2.11 **Non-negotiable**	_____	_____	_____
2.12	_____	_____	_____
2.13**Non-negotiable**	_____	_____	_____
2.14**Non-negotiable**	_____	_____	_____
2.15	_____	_____	_____
2.16	_____	_____	_____



2.17	_____	_____	_____
<b><u>SECTION</u></b>	<b><u>YES</u></b>	<b><u>NO</u></b>	<b><u>RESPONDENT INITIALS</u></b>
2.18 **Non-negotiable**	_____	_____	_____
2.19	_____	_____	_____
2.20 **Non-negotiable**	_____	_____	_____
2.21	_____	_____	_____
2.22	_____	_____	_____
2.23	_____	_____	_____
2.24	_____	_____	_____
2.25	_____	_____	_____
2.26	_____	_____	_____
2.27**Non-negotiable**	_____	_____	_____
2.28 **Non-negotiable**	_____	_____	_____
2.29	_____	_____	_____
2.30**Non-negotiable**	_____	_____	_____
2.31**Non-negotiable**	_____	_____	_____
2.32	_____	_____	_____
2.33	_____	_____	_____
2.34	_____	_____	_____
2.35**Non-negotiable**	_____	_____	_____
2.36	_____	_____	_____
2.37	_____	_____	_____
2.38	_____	_____	_____
2.39**Non-negotiable**	_____	_____	_____
2.40	_____	_____	_____

<u>SECTION</u>	<u>YES</u>	<u>NO</u>	<u>RESPONDENT INITIALS</u>
2.41	_____	_____	_____
2.42**Non-negotiable**	_____	_____	_____
2.43	_____	_____	_____
2.44	_____	_____	_____
2.45	_____	_____	_____
2.46	_____	_____	_____
2.47	_____	_____	_____
2.48	_____	_____	_____
2.49 **Non-negotiable**	_____	_____	_____
2.50	_____	_____	_____
2.51	_____	_____	_____
2.52 **Non-negotiable**	_____	_____	_____
2.53 **Non-negotiable**	_____	_____	_____
3.0	_____	_____	_____
4.0	_____	_____	_____
Appendix I	_____	_____	_____
Appendix I	_____	_____	_____
Appendix II	_____	_____	_____
Appendix III	_____	_____	_____
Appendix IV **Non-negotiable**	_____	_____	_____

Company: \_\_\_\_\_

Authorized Representative's Name: \_\_\_\_\_

Authorized Representative's Signature: \_\_\_\_\_

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

## APPENDIX II

### CERTIFICATE OF NON-SEGREGATED FACILITIES

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

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

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

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

**The Contractor and subcontractors shall abide by the requirements of 41 CFR, Section 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability.**

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

## APPENDIX II

### CERTIFICATE OF NON-SEGREGATED FACILITIES SUBPART - CONTRACTOR'S AGREEMENTS

**SEC. 202.** Except in contracts exempted in accordance with Section 204 of this Order, all Government contracting agencies shall include in every Government contract hereafter entered into the following provisions:

During the performance of this contract, the contractor agrees as follows:

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity or national origin. Such action shall include, but not be limited to the following: employment, upgrading demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
- (2) The contractor will, 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, sexual orientation, gender identity or national origin.
- (3) The contractor will send to each labor union or representative of workers with which the contractor has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or worker's representative of the contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of notice in conspicuous places available to employees and applicants for employment.
- (4) The contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965 and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (5) The contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
- (6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoiced as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (7) The contractor will include the provision of Paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase orders the contracting agency may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event the contractor becomes involved in, or is threatened

with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the contractor may request the United States to enter into such litigation to protect the interest of the United States.

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

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

Company: \_\_\_\_\_

Authorized Representative's Name: \_\_\_\_\_

Authorized Representative's Signature: \_\_\_\_\_

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

### APPENDIX III

#### COMPLIANCE AND CERTIFICATION OF GOOD STANDINGS

The parties shall at all times comply with all applicable ordinances, laws, rules and regulations of local, state and federal governments, or any political subdivision or agency, or authority or commission thereof, which may have jurisdiction to pass laws, ordinances, or make and enforce rules and regulations with respect to the parties.

Vendors shall certify below that they are in good standings to conduct business in the State of Florida. **The awardee of any contract resulting from this solicitation shall forward a certification of good standing. The certifications must be submitted to the UCF Procurement Services Department prior to providing any goods or services required under the resulting contract.** Noncompliance with this provision may constitute rejection of proposal or termination of a contract at UCF's sole discretion.

#### CERTIFICATION

I certify that the company submitting an offer under this solicitation is in compliance with all applicable laws to conduct business in the State of Florida, is in good standings and will provide a certificate of good standings from the State of residence prior to initiating any performance under any contract resulting from this solicitation.

Company: \_\_\_\_\_

Authorized Representative's Name: \_\_\_\_\_

Authorized Representative's Signature: \_\_\_\_\_

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

## **APPENDIX IV**

### **SECURE HANDLING OF UCF DATA**

The University requires Vendors and other third parties to review, accept, and integrate secure data handling requirements as part of any contract, agreement, or Service Level Agreement (“SLA”) that involves the storage, transmission, processing, or collection of UCF data, or access to UCF data, by the Vendor. This Agreement is intended to ensure that UCF’s security and compliance requirements are outlined and followed by the Vendor. Visit <http://www.Infosec.ucf.edu/vrm> for additional information.

**APPENDIX V****BONFIRE SUBMISSION INSTRUCTIONS FOR SUPPLIERS**

Please follow these instructions to submit via our Public Portal.

**1. Prepare your submission materials:****Requested Information**

Name	Type	# Files	Requirement
Proposal	File Type: Any	Multiple	Required

**Requested Documents:**

Please note the type and number of files allowed. The maximum upload file size is 1000 MB.

Please do not embed any documents within your uploaded files, as they will not be accessible or evaluated.

**2. Upload your submission at:**

<https://ucfprocurement.bonfirehub.com/opportunities/10988>

Your submission must be uploaded, submitted, and finalized prior to the Closing Time of **Nov 30, 2018 3:00 PM EST**. We strongly recommend that you give yourself sufficient time and **at least ONE (1) day** before Closing Time to begin the uploading process and to finalize your submission.

**Important Notes:**

Each item of Requested Information will only be visible after the Closing Time.

Uploading large documents may take significant time, depending on the size of the file(s) and your Internet connection speed.

You will receive an email confirmation receipt with a unique confirmation number once you finalize your submission.


Minimum system requirements: Internet Explorer 11, Microsoft Edge, Google Chrome, or Mozilla Firefox. Javascript must be enabled. Browser cookies must be enabled.

**Need Help?**

University of Central Florida Procurement Services uses a Bonfire portal for accepting and evaluating proposals digitally. Please contact Bonfire at [Support@GoBonfire.com](mailto:Support@GoBonfire.com) for technical questions related to your submission. You can also visit their help forum at <https://bonfirehub.zendesk.com/hc>



## APPENDIX VI

	 <b>Parking and Transportation Services</b> <small>UNIVERSITY OF CENTRAL FLORIDA</small>				
<b>Peak</b>	<b>Transportation Service Order 2020</b>				
	Shuttle Service Name				
	Location of Shuttle On Campus Stop				
	Shuttle Ridership Information				
<b>Route #</b>	<b>Route Name</b>	<b># of Shuttles</b>	<b>Days</b>	<b>Service Begins</b>	<b>Final Departure From UCF</b>
<b>1</b>	<b>Knights Circle</b>	<b>1</b>	<b>Monday - Thursday</b>	<b>6:30 AM</b>	<b>10:00 PM</b>
	<b>On Campus stop at Student Union</b>	<b>1</b>	<b>Monday - Thursday</b>	<b>6:30 AM</b>	<b>10:00 PM</b>
	<b>Students Residing: 2532</b>	<b>1</b>	<b>Monday - Thursday</b>	<b>7:00 AM</b>	<b>7:00 PM</b>
	<b>Average Daily Ridership: 1981</b>	<b>1</b>	<b>Monday - Thursday</b>	<b>8:00 AM</b>	<b>8:00 PM</b>
		<b>1</b>	<b>Friday</b>	<b>6:30 AM</b>	<b>8:00 PM</b>
		<b>1</b>	<b>Friday</b>	<b>6:30 AM</b>	<b>8:00 PM</b>
		<b>1</b>	<b>Friday</b>	<b>7:00 AM</b>	<b>7:00 PM</b>
<b>2</b>	<b>College Station / Boardwalk</b>	<b>1</b>	<b>Monday - Thursday</b>	<b>6:30 AM</b>	<b>10:00 PM</b>
	<b>On Campus stop at Millican Hall</b>	<b>1</b>	<b>Monday - Thursday</b>	<b>7:00 AM</b>	<b>8:00 PM</b>
	<b>Students Residing: 300 / 480</b>	<b>1</b>	<b>Friday</b>	<b>6:30 AM</b>	<b>8:00 PM</b>
	<b>Average Daily Ridership: 364</b>	<b>1</b>	<b>Friday</b>	<b>7:00 AM</b>	<b>7:00 PM</b>
<b>3</b>	<b>The Verge / The Place at Alafaya</b>	<b>1</b>	<b>Monday - Thursday</b>	<b>6:30 AM</b>	<b>10:00 PM</b>
	<b>On Campus stop at Lynx Transit Center</b>	<b>1</b>	<b>Monday - Thursday</b>	<b>7:00 AM</b>	<b>8:00 PM</b>
	<b>Students Residing: 936 / 680</b>	<b>1</b>	<b>Monday - Thursday</b>	<b>8:00 AM</b>	<b>7:00 PM</b>
	<b>Average Daily Ridership: 407</b>	<b>1</b>	<b>Friday</b>	<b>6:30 AM</b>	<b>8:00 PM</b>
		<b>1</b>	<b>Friday</b>	<b>7:00 AM</b>	<b>7:00 PM</b>
		<b>1</b>	<b>Friday</b>	<b>8:00 AM</b>	<b>5:00 PM</b>

4	Mercury 3100 / Campus Crossing	1	Monday - Thursday	6:30 AM	10:00 PM
	On Campus stop at Millican Hall	1	Monday - Thursday	7:00 AM	8:00 PM
	Students Residing: 839 / 896	1	Friday	6:30 AM	8:00 PM
	Average Daily Ridership: 719	1	Friday	7:00 AM	7:00 PM
5	Village at Science Drive	1	Monday - Thursday	6:30 AM	10:00 PM
	On Campus stop at Health Center / Physical Sciences	1	Monday - Thursday	7:00 AM	6:00 PM
	Serves Research Pavilion on return trip only	1	Friday	6:30 AM	8:00 PM
	Students Residing: 728	1	Friday	7:00 AM	6:00 PM
	Average Daily Ridership: 453				
6	Northgate Lakes / Tivoli	1	Monday - Thursday	6:30 AM	10:00 PM
	On Campus stop at Research 1	1	Monday - Thursday	7:00 AM	8:00 PM
	Students Residing: 700 / 700	1	Friday	6:30 AM	8:00 PM
	Average Daily Ridership: 624	1	Friday	7:00 AM	7:00 PM

7	The Pointe at Central	1	Monday - Thursday	6:30 AM	10:00 PM
	On Campus stop at Millican Hall	1	Monday - Thursday	7:00 AM	8:00 PM
	Students Residing: 1224	1	Friday	6:30 AM	8:00 PM
	Average Daily Ridership: 700	1	Friday	7:00 AM	7:00 PM
8	Riverwind of Alafaya / The Station	2	Monday - Thursday	6:30 AM	10:00 PM
	On Campus stop at Research 1	1	Monday - Thursday	7:00 AM	8:00 PM
	Students Residing: 436 / Fall 2018	1	Friday	6:30AM	8:00 PM
	Average Daily Ridership: 262	1	Friday	7:00AM	7:00 PM
9	Knights Landing / Research Park	1	Monday - Thursday	6:30 AM	10:00 PM
	On Campus stop at Research 1	1	Monday - Thursday	7:00 AM	5:00 PM
	University Tech Center, Florida Institute of Government,	1	Friday	6:30 AM	8:00 PM
	University Marketing, Human Resources, University	1	Friday	7:00 AM	4:00 PM
	Tower, Partnership 2 (on call), Partnership 1, Research				
	Pavilion, and Biomolecular Research Annex				
	Students Residing: 155				
	Average Daily Ridership: 242				
10	The Lofts / Orion on Orpington	1	Monday - Thursday	6:30 AM	10:00 PM
	On Campus stop at Lynx Transit Center	1	Monday - Thursday	7:00 AM	8:00 PM
	Students Residing: 700 / 624	1	Monday - Thursday	8:00 AM	6:00 PM
	Average Daily Ridership: 477	1	Friday	6:30 AM	8:00 PM
		1	Friday	7:00 AM	7:00 PM
11	The Marquee	1	Monday - Thursday	6:30 AM	10:00 PM

	On Campus stop at Lynx Transit Center	1	Monday - Thursday	7:00 AM	8:00 PM
	Students Residing: 1500	1	Friday	6:30 AM	8:00 PM
	Average Daily Ridership: 583	1	Friday	7:00 AM	7:00 PM
12	University House of Central Florida	1	Monday - Thursday	6:30 AM	10:00 PM
	On Campus stop at Millican Hall	1	Monday - Thursday	7:00 AM	8:00 PM
	Students Residing: 995	1	Friday	6:30 AM	8:00 PM
	Average Daily Ridership: 410	1	Friday	7:00 AM	7:00 PM
13	Northview	1	Monday - Thursday	6:30 AM	10:00 PM
	On Campus stop at Research 1	1	Monday - Thursday	8:00 AM	3:00 PM
	Students Residing: 600	1	Friday	6:30 AM	8:00 PM
	Average Daily Ridership: 433				
14	Plaza on University	1	Monday - Thursday	6:30 AM	10:00 PM
	On Campus stop at Lynx Transit Center	1	Monday - Thursday	7:00 AM	8:00 PM
	Students Residing: 1300	1	Friday	6:30 AM	8:00 PM
	Average Daily Ridership: 664	1	Friday	7:00 AM	4:00 PM
15	Collegiate Village Inn / Arden Villas	1	Monday - Thursday	6:30 AM	10:00 PM
	On Campus stop at Lynx Transit Center	1	Friday	6:30 AM	8:00 PM
	Students Residing: 200 / 600				
	Average Daily Ridership: 163				
Publix	Grocery Shuttle	1	Tuesday	10:00 AM	8:00 PM
	4 On Campus stops: Marketplace, Nike Academic Village, CFE Arena, Lake Claire				
	Service days: 44				
	Average Ridership Based on Service Days: 348				

<b>Main Campus</b>	<b>Park and Ride (Spring and Fall Semesters)</b>	<b>1</b>	<b>Monday - Thursday</b>	<b>8:45 AM</b>	<b>6:30 PM</b>
	<b>On Campus stop at Lot E-4 and Research 1</b>	<b>1</b>	<b>Monday - Thursday</b>	<b>8:45 AM</b>	<b>5:00 PM</b>
	<b>Service days: 162</b>	<b>1</b>	<b>Monday - Thursday</b>	<b>8:45 AM</b>	<b>3:00 PM</b>
	<b>Average Ridership Based on Service Days: 102</b>				
<b>On Campus</b>	<b>Pegasus Express (Formerly Black and Gold)</b>	<b>1</b>	<b>Monday - Thursday</b>	<b>7:00 AM</b>	<b>7:00 PM</b>
	<b>11 On Campus stops: Student Union, Lake Claire Community,</b>	<b>1</b>	<b>Monday - Thursday</b>	<b>7:00 AM</b>	<b>7:00 PM</b>
	<b>CFE Arena/Knights Plaza/Towers, Research 1, Health Center/Physical Sciences,</b>	<b>1</b>	<b>Monday - Thursday</b>	<b>7:00 AM</b>	<b>7:00 PM</b>
	<b>Nike/Neptune Academic Village, Ferrell Commons/Recreation &amp; Wellnes Center,</b>	<b>1</b>	<b>Monday - Thursday</b>	<b>7:00 AM</b>	<b>7:00 PM</b>
	<b>Hercules Academic Village/Center for Multilingual Multicultural Studies,</b>	<b>1</b>	<b>Friday</b>	<b>7:00 AM</b>	<b>7:00 PM</b>
	<b>Millican Hall/Library/Apollo Community,</b>	<b>1</b>	<b>Friday</b>	<b>7:00 AM</b>	<b>7:00 PM</b>
	<b>Teaching Academy/Howard Philips Hall, Lynx Transit Center</b>	<b>1</b>	<b>Friday</b>	<b>7:00 AM</b>	<b>7:00 PM</b>
	<b>Average Daily Ridership: 214</b>	<b>1</b>	<b>Friday</b>	<b>7:00 AM</b>	<b>7:00 PM</b>
<b>RSN</b>	<b>Rosen School of Hospitality</b>	<b>1</b>	<b>Monday - Thursday</b>	<b>6:45 AM</b>	<b>9:15 PM</b>
	<b>On Campus stop at Student Union</b>	<b>1</b>	<b>Monday - Thursday</b>	<b>6:45 AM</b>	<b>9:15 PM</b>
	<b>Average Daily Ridership: 561</b>	<b>1</b>	<b>Monday - Thursday</b>	<b>6:45 AM</b>	<b>9:15 PM</b>
		<b>1</b>	<b>Friday</b>	<b>6:45 AM</b>	<b>9:15 PM</b>
		<b>1</b>	<b>Friday</b>	<b>6:45 AM</b>	<b>9:15 PM</b>
		<b>1</b>	<b>Friday</b>	<b>6:45 AM</b>	<b>2:00 PM</b>

HSC	Health Sciences Campus	1	Monday - Friday	7:20 AM	8:50 PM
	On Campus stop at Health Center / Physical Sciences				
	Average Daily Ridership: 130				
CV	UCF Creative Village -Downtown Orlando	2	Depart from UCF Monday - Thursday	6:30 AM	10:00 PM
	Lynx Transit Entrance adjacent to Garage A	2	Friday	6:30 AM	8:00 PM
2017 Ridership	Total Student Residents: 17125				
	Total Average of Daily Ridership: 9837				

ITEM: FFC-7

**UCF BOARD OF TRUSTEES**  
**Finance and Facilities Committee**  
**July 18, 2019**

**Title:** Sublease of South Orlando Campus to Orange County

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**Background:**

In 2015, Orange County Board of County Commissioners executed a resolution in support of the UCF Downtown Campus, where in it committed \$3 million towards the construction of the UCF downtown campus, contingent upon (among other items that have been satisfied) the execution of a long term lease to the County at nominal consideration for the property known as the UCF of South Orlando Center located at 7300 Lake Ellenor Drive.

This proposed sublease is the final step in obtaining Orange County's commitment. The property is generally located near the intersection of West Oak Ridge Road and South Orange Blossom Trail. It is owned by the Board of Internal Improvement Trust Fund and was leased to UCF as part of the Master Lease 2721. The property has previously been used for overflow parking by a neighboring business, and a neighboring elementary school had constructed a baseball field on the property. However, UCF has no university related purpose to continue to lease the property and previously had discussed removing the property from the Master Lease. Subsequently, Orange County expressed interest in subleasing the property to build a public park and recreational facility, which may include after-school programs, meeting space for community classes and gatherings, and athletic fields.

**Issues to be Considered:**

The property has been sitting vacant for quite some time and has been a drain on the university to maintain and keep secure. The County will be constructing the park, and will be responsible the costs of upkeep and maintenance of the property.

The property had a previous environmental condition, but recent studies show the contamination has been resolved. An adjacent property, known as the Ashland Site, has an existing approved clean up due to environmental contamination but the South Orlando Center site is no longer monitored as part of the clean-up. Orange County has asked UCF to indemnify the County against any existing environmental issues, however, there is an exclusion for any future use of the property by the County which may exacerbate or create new issues.

**Alternatives to Decision:**

Return the property to the state.

**Fiscal Impact and Source of Funding:**

N/A.

**Recommended Action:**

Recommend approval of the Sublease Agreement to Orange County, Florida

**Authority for Board of Trustees Action:**

UCF BOT Policy Delegation of Authority to the President- Items requiring specific approval of the Board  
(3)

**Contract Reviewed/Approved by General Counsel:**

Jennifer Cerasa, Senior Associate General Counsel

**Committee Chair or Chairman of the Board approval:**

Approved by Chair Alex Martins.

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**Submitted by:**

Misty Shepherd, Interim Vice President for Administrative Affairs and Operations

**Supporting Documentation:**

Attachment A: Contract Summary Form

**Facilitators/Presenters:**

Jennifer Cerasa, Senior Associate General Counsel

Fred Kittinger, Senior Associate Vice President, Government Relations



## Attachment A

**Summary of Agreement**

<b>Purpose/Background</b>	<p>In 2015, Orange County Board of County Commissioners executed a resolution in support of the UCF Downtown Campus, where in it committed \$3 million towards the construction of the UCF downtown campus, contingent upon (among other items that have been satisfied) the execution of a long term lease to the County at nominal consideration for the property known as the UCF of South Orlando Center located at 7300 Lake Ellenor Drive.</p> <p>The property is generally located near the intersection of West Oak Ridge Road and South Orange Blossom Trail. It is owned by the Board of Internal Improvement Trust Fund and was leased to UCF as part of the Master Lease 2721. Orange County plans to build a public park and recreational facility, which may include after-school programs, meeting space for community classes and gatherings, and athletic fields.</p>
<b>Parties</b>	University of Central Florida Board of Trustees Orange County, Florida
<b>Term</b>	50 years
<b>Obligations of UCF</b>	Reasonably cooperate with County in securing any necessary easement rights.
<b>Obligations of other party</b>	<p>Submit a land use plan for the subleased premises to the Division of State Lands.</p> <p>Maintain insurance.</p> <p>Pay any taxes, assessments or utility fees.</p> <p>Maintain the property.</p>
<b>Financial terms</b>	County will provide a \$3 million commitment towards the construction of the downtown campus.
<b>Termination rights</b>	UCF can terminate upon breach of sublease after 60 days written notice.
<b>Additional terms</b>	The property recently received a Site Completion Rehabilitation Order (SRCO) for minor petroleum contamination associated with a heating oil underground storage tank that was previously identified on the site. The property also has groundwater monitoring wells on site, as part of an adjacent property clean up being conducted by a third-party

	under an order enforced by FDEP; however, the groundwater wells are no longer sampled. UCF will indemnify the County for any existing environmental conditions, but not for future contamination and/or contamination that is exacerbated by the County's occupancy and use.
<b>Link to agreement</b>	<a href="https://bot.ucf.edu/files/2019/07/Lake-Ellenor-Sublease-7-1-19.pdf">https://bot.ucf.edu/files/2019/07/Lake-Ellenor-Sublease-7-1-19.pdf</a>

**ITEM: FFC-8**

**UCF BOARD OF TRUSTEES  
Finance and Facilities Committee  
July 18, 2019**

**Title:** UCFAA Fifth Third Bank Lines of Credit Renewal

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**Background:**

**Reducing Revolving Line (Construction):**

This line of credit was originally opened in 2004 for the purpose of constructing facilities for women's sports. The original amount of the line was \$4.5 million and was increased to \$8.5 million in 2006 to help facilitate initial costs of Spectrum Stadium and additional needs once the stadium bonds were issued and the line was reimbursed for the initial expenses. Each year, the line is renewed and includes a negotiated principal payment. The interest rate on this line is tax-exempt. No more draws are available on the line, and the balance owed is \$5,375,000.

**Revolving Line (Operating):**

This line of credit is to assist UCFAA with cash flow timing issues. This line is in the amount of \$5,000,000 but must "rest" with a zero balance for 14 consecutive days. The line was rested this year in April. The interest rate on this line is at a taxable rate.

**Issues to be Considered:**

Construction Line: Interest rate will change from 67 percent of 30-day LIBOR Rate plus 1.34 percent to 79 percent of 30-day LIBOR Rate plus 1.34 percent. Principal payment of \$295,000 will be due on July 15, 2020.

Operating Line: Interest rate is 30-day LIBOR Rate plus 2.0 percent. Line is automatically paid down as deposits are made into UCFAA's operating accounts. UCFAA pays an unused fee of 0.45 percent on the average unused balance every quarter.

**Alternatives to Decision:** Request management to explore alternative funding options.

**Fiscal Impact and Source of Funding:** UCFAA budgets from its operating budget approximately \$500,000 annually for principal and interest on both notes and the unused fee on the operating line.

**Recommended Action:**

Approval of loan renewals.

**Authority for Board of Directors Action:**

UCFAA Bylaws

**Committee Chair or Chairman of the Board approval:**

Approved by Chair Alex Martins.

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**Submitted by:** Misty Shepherd, Interim Vice President for Administrative Affairs and Operations

**Supporting Documentation:**

Attachment A: Certificate of Organizational Documents, Resolutions, and Incumbency

Attachment B: Resolutions of the Board of Directors of UCF Athletics Association, Inc.

Attachment C: Eight Modification of Renewal Revolving Note and Other Loan Documents

Attachment D: Sixth Modification of Renewal Reducing Revolving Line of Credit Promissory Note and Other Loan Documents

**Facilitators/Presenters:** Brad Stricklin, Executive Associate Athletics Director, CFO

## Attachment A

AA-2

**CERTIFICATE OF ORGANIZATIONAL DOCUMENTS,  
RESOLUTIONS AND INCUMBENCY**

As of **July 20**, 2019

This Certificate is delivered in connection with the renewal, extension and modification of certain existing extensions of credit by **FIFTH THIRD BANK**, an Ohio banking corporation (the “Bank”) to **UCF ATHLETICS ASSOCIATION, INC.**, a Florida not-for-profit corporation (the “Association”) pursuant to (i) that certain Amended and Restated Loan Agreement dated as of December 31, 2013 (as further amended, supplemented or otherwise modified at any time or from time to time, the “Reducing Revolving Loan Agreement”) and the loans thereunder with a current outstanding principal amount of \$5,375,000.00 (the “Reducing Revolving Loan”) evidenced by that certain Renewal Reducing Revolving Line of Credit Promissory Note dated December 31, 2013 in the original principal amount of \$6,774,999.53 made by the Association payable to the Bank (as further amended, supplemented, renewed or otherwise modified at any time or from time to time, the “Reducing Revolving Loan Note”), each are modified by that certain First Modification and Renewal of Renewal Reducing Revolving Line of Credit Promissory Note and Other Loan Documents dated as of July 3, 2014, that certain Second Modification of Renewal Reducing Revolving Line of Credit Promissory Note and Other Loan Documents dated as of July 5, 2015, that certain Third Modification of Renewal Reducing Revolving Line of Credit Promissory Note and Other Loan Documents dated to be effective as of July 4, 2016, that certain Fourth Modification of Renewal Reducing Revolving Line of Credit Promissory Note and Other Loan Documents dated to be effective as of July 3, 2017, and that certain Fifth Modification of Renewal Reducing Revolving Line of Credit Promissory Note and Other Loan Documents dated to be effective as of June 30, 2018 (collectively, as further amended, supplemented or otherwise modified at any time or from time to time, the “Reducing Revolving Loan Documents”), and (ii) that certain revolving line of credit loan (the “Operating Revolving Loan”) evidenced by that certain Revolving Note dated as of December 31, 2009 in the principal amount of \$1,200,000.00 made by the Association and payable to the Bank, as amended and increased by that certain Renewal and Increase Revolving Note dated as of July 27, 2012 in the principal amount of \$2,000,000.00, as modified by that certain First Modification of Renewal and Increase Revolving Note and Other Loan Documents dated as of June 12, 2013, by that certain Second Modification of Renewal and Increase Revolving Note and Other Loan Documents dated as of December 31, 2013, by that certain Third Modification of Renewal and Increase Revolving Note and Other Loan Documents dated as of June 11, 2014, by that certain Fourth Modification of Renewal and Increase Revolving Note and Other Loan Documents dated as of June 10, 2015, by that certain Fifth Modification of Renewal and Increase Revolving Note and Other Loan Documents dated as of June 20, 2016, as modified and increased to the principal amount of \$5,000,000.00 by that certain Sixth Modification of Renewal and Increase Revolving Note and Other Loan Documents dated as of July 3, 2017, and as modified by that certain Seventh Modification of Renewal Revolving Note and Other Loan Documents dated as of June 30, 2018 (as further amended, supplemented, renewed or otherwise modified at any time or from time to time, the “Operating Revolving Loan Note”, and collectively with the Reducing Revolving Loan Documents, the “Loan Documents”).

The undersigned hereby certify that, as of the date hereof, they hold the offices of the Association set forth underneath their names, that they have the authority to execute this Certificate on behalf of the Association and that:

1. The copy of the Articles of Incorporation of the Association attached hereto as **Exhibit “A”** is a true, correct and complete copy of the Articles of Incorporation of the Association, and except as reflected in **Exhibit “A”** has not been further amended, modified or supplemented as of the date hereof; and

2. The copy of the Bylaws of the Association attached hereto as **Exhibit "B"** is a true, correct and complete copy of the Bylaws of the Association, and except as reflected in **Exhibit "B"** has not been further amended, modified or supplemented as of the date hereof; and
3. Said Articles of Incorporation and Bylaws have not been rescinded or modified and continue in full force and effect as of the date hereof and no proceedings are pending for the forfeiture of said Articles of Incorporation or for the Association's dissolution, voluntarily or involuntarily.
4. The Association is duly organized and its status is active under the laws of the State of Florida and attached hereto as **Exhibit "C"** is a certificate of the Secretary of the State of the State of Florida attesting to the active status of the Association.
5. Attached hereto as **Exhibit "D"** is a true, correct and complete copy of the resolutions (the "**Resolutions**"), duly adopted by the Board of Directors of the Association on June 14, 2019; that said resolutions were adopted in conformity with the Articles of Incorporation and Bylaws of the Association; that said Resolutions have not been amended, modified or rescinded and remain in full force and effect as of the date hereof; that there is no provision in the Articles of Incorporation or Bylaws of the Association limiting the power of the Board of Directors to pass the Resolutions; and that we can certify to the minutes of the Board of Directors.
6. All franchise and other taxes required to maintain the Association's corporate existence have been paid when due and none of such taxes are delinquent. The Association has all requisite power to carry on its business as it presently being conducted and as proposed to be conducted.
7. The Association has not been served with notice of any suits or proceedings pending in any court of law or before any regulatory agency, commission, board or other administrative governmental agency against or affecting the Association which would have a materially adverse effect on the Association's ability to meet its obligations under the terms of the documents executed or to be executed in connection with the transactions contemplated in the Resolutions and to the best knowledge of the undersigned, none are threatened that have not been reflected on the most recent financial statements of the Association provided to the Bank.
8. To the best knowledge of the undersigned, the Association is not the subject of any judgment or order of any governmental agency or entity or any court of law, which would have a materially adverse effect on the Association's ability to meet its obligations hereunder or under any of the Loan Documents.
9. The Association has, as of the date hereof, complied with all of its duties and obligations and all of the conditions set forth in the Reducing Revolving Loan Agreement, the Operating Revolving Loan Note and each of the other Loan Documents executed by the Association in connection therewith.
10. That no default or event of default under the Reducing Revolving Loan Documents, the Operating Revolving Loan Note or any of the other Loan Documents executed and delivered by the Association to and in favor of the Bank and no condition, event, act or omission which, with the giving of notice or the lapse of time or both, would constitute a default or event of default under the Reducing Revolving Loan Documents, the Operating Revolving Loan Note or any of such other Loan Documents has occurred and is continuing or exists as of the date hereof.
11. Each of the following persons listed below is the duly elected, qualified and acting incumbent of the office of the Association set forth opposite his name below, and the signature appearing opposite his name is his true and genuine signature, as the same may appear on documents executed pursuant to the Resolutions:

AA-2

<u>Name</u>	<u>Signature</u>	<u>Office</u>
Dr. Daniel J. White	_____	President
Dr. Thad Seymour	_____	Chair

AA-2

**IN WITNESS WHEREOF**, we have hereunto set our hands as President and Secretary, respectively, of the Association, effective as of the date first written above.

**UCF ATHLETICS ASSOCIATION, INC.**

By: \_\_\_\_\_  
Name: Dr. Daniel J. White  
Title: President

By: \_\_\_\_\_  
Name: Dr. Thad Seymour  
Title: Chair

*[Signature Page to Certificate of Organizational Documents, Resolutions and Incumbency]*



AA-2

**EXHIBIT "A"**

**Articles of Incorporation**

See Attached.

AA-2

**EXHIBIT “B”**

**Bylaws**

See Attached.

AA-2

**EXHIBIT "C"**

**Certificate of Good Standing**

See Attached.

AA-2

**EXHIBIT “D”**

**Resolutions**

See Attached.

## Attachment B

AA-2

**RESOLUTIONS OF THE  
BOARD OF DIRECTORS  
OF  
UCF ATHLETICS ASSOCIATION, INC,**

Effective as of June 14, 2019

**“WHEREAS, FIFTH THIRD BANK**, an Ohio banking corporation (hereinafter referred to as the **“Bank”**) previously extended to **UCF ATHLETICS ASSOCIATION, INC.**, a Florida not-for-profit corporation (the **“Association”**), extensions of credit pursuant to (i) that certain Amended and Restated Loan Agreement dated as of December 31, 2013 (as further amended, supplemented or otherwise modified at any time or from time to time, the **“Reducing Revolving Loan Agreement”**) and the loans thereunder with a current outstanding principal amount of \$5,655,000.00 (the **“Reducing Revolving Loan”**) evidenced by that certain Renewal Reducing Revolving Line of Credit Promissory Note dated December 31, 2013 in the original principal amount of \$6,774,999.53 made by the Association payable to the Bank (as further amended, supplemented, renewed or otherwise modified at any time or from time to time, the **“Reducing Revolving Loan Note”**), each are modified by that certain First Modification and Renewal of Renewal Reducing Revolving Line of Credit Promissory Note and Other Loan Documents dated as of July 3, 2014, that certain Second Modification of Renewal Reducing Revolving Line of Credit Promissory Note and Other Loan Documents dated as of July 5, 2015, that certain Third Modification of Renewal Reducing Revolving Line of Credit Promissory Note and Other Loan Documents dated to be effective as of July 4, 2016, that certain Fourth Modification of Renewal Reducing Revolving Line of Credit Promissory Note and Other Loan Documents dated to be effective as of July 3, 2017, and that certain Fifth Modification of Renewal Reducing Revolving Line of Credit Promissory Note and Other Loan Documents dated to be effective as of June 30, 2018 (collectively, as further amended, supplemented or otherwise modified at any time or from time to time, the **“Reducing Revolving Loan Documents”**), and (ii) that certain revolving loan (the **“Operating Revolving Loan”**) evidenced by that certain Revolving Note dated as of December 31, 2009 in the original principal amount of \$1,200,000.00 made by the Association and payable to the Bank, as amended and increased by that certain Renewal and Increase Revolving Note dated as of July 27, 2012 in the principal amount of \$2,000,000.00, as modified by that certain First Modification of Renewal and Increase Revolving Note and Other Loan Documents dated as of June 12, 2013, by that certain Second Modification of Renewal and Increase Revolving Note and Other Loan Documents dated as of December 31, 2013, by that certain Third Modification of Renewal and Increase Revolving Note and Other Loan Documents dated as of June 11, 2014, by that certain Fourth Modification of Renewal and Increase Revolving Note and Other Loan Documents dated as of June 10, 2015, by that certain Fifth Modification of Renewal and Increase Revolving Note and Other Loan Documents dated as of June 20, 2016, as modified and increased to the principal amount of \$5,000,000.00 by that certain Sixth Modification of Renewal and Increase Revolving Note and Other Loan Documents dated as of July 3, 2017, and as modified by that certain Seventh Modification of Renewal Revolving Note and Other Loan Documents dated as of June 30, 2018 (as further amended, supplemented, renewed or otherwise modified at any time or from time to time, the **“Operating Revolving Loan Note”**, and collectively with the Reducing Revolving Loan Documents, the **“Loan Documents”**); and

**WHEREAS**, the Reducing Revolving Loan and the Operating Revolving Loan are currently secured, *inter alia*, by 100% of the student athletic fee receipts received by the Borrower from the University of Central Florida which are imposed by the University on its students pursuant to Florida law, and specifically Section 1009.24, Florida Statutes; and

**WHEREAS**, neither the Reducing Revolving Loan and the Operating Revolving Loan have matured and (a) the Association has requested the Bank to (i) extend the maturity of the Reducing Revolving Loan to July 19, 2020, and to make certain other amendments to the Reducing Revolving Loan Documents as set forth in that certain Sixth Modification of Renewal Reducing Revolving Line of Credit Promissory Note and other Loan Documents to be dated effective as of [July 20], 2019 substantially in the form attached hereto as Exhibit A (the “Sixth Modification”), and (ii) extend the maturity of the Operating Revolving Loan to July 19, 2020, and to make certain other amendments to the Operating Revolving Loan Note as set forth in that certain Eighth Modification of Renewal Revolving Note and other Loan Documents to be dated effective as of [July 20], 2019 substantially in the form attached hereto as Exhibit B (the “Eighth Modification”), and (b) the Bank has agreed to do so provided (x) the Association agrees to execute and deliver to the Bank the Sixth Modification and to perform its obligations thereunder, including without limitation making an annual principal payment on the Reducing Revolving Loan in the amount of \$280,000.00 on or before July 15, 2019, and making the other annual payments set forth in the principal payment schedule for each succeeding July 15 as set forth in the Sixth Modification, with the entire outstanding principal balance and all accrued interest due and payable on the maturity date (as the same may be further extended from time to time by the Bank), and (y) the Association agrees to execute and deliver to the Bank the Eighth Modification and to perform its obligations thereunder, including without limitation making the modified annual unused fees as set forth in the Eighth Modification, and (z) the Association agrees to execute and deliver to the Bank such other documents, instruments or agreements as may be requested or required by the Bank in connection therewith (collectively, the “Amendment Documents”); and

**WHEREAS**, it is in the best interests of the Association that the Loan Documents be so amended, modified and restated.

**NOW, THEREFORE:**

**BE IT RESOLVED THAT** this Association (a) ratifies and approves the modifications to the Reducing Revolving Loan and the Operating Revolving Loan as set forth in the Sixth Modification and the Eighth Modification, respectively, (b) agrees to execute and deliver with and to the Bank the Amendment Documents and such other documents, instruments or agreements as the Bank may request or require in connection therewith, and (c) authorizes the payment of the fees and expenses of the Bank charged or incurred in connection with the Amendment Documents and the transactions described therein and/or contemplated thereby; and

**BE IT FURTHER RESOLVED THAT** Dr. Daniel J. White, as the President of the Association, and Dr. Thad Seymour, as the Chairman of the Association (the “Authorized Representatives”) be and they hereby each and all are authorized, empowered and directed in the name and on behalf of this Association, and with or without its corporate seal, to make, enter into, execute and deliver with and to the Bank the Amendment Documents and any other

instruments, documents or agreements which such Authorized Representative in his/her sole discretion deems necessary or appropriate and which may be requested or required by the Bank in connection with the Reducing Revolving Loan and the Operating Revolving Loan, the respective renewals thereof and the amendments thereto set forth in the Sixth Modification and the Eighth Modification, respectively, and to carry out and fulfill the purposes and intent of the Resolutions contained herein including, but not limited to, the documents and instruments set forth in these Resolutions; and

**BE IT FURTHER RESOLVED THAT** in regard to the matters set forth in these Resolutions, any one or more of the persons authorized to act on behalf of the Association pursuant to these Resolutions may continue to act on behalf of the Association in the future as to all matters relating to the Reducing Revolving Loan and the Operating Revolving Loan and the matters set forth in these Resolutions, including, without limitation, the execution and delivery of any additional documents to the Bank in connection with any further amendment, modification, renewal or extension of the Reducing Revolving Loan and the Operating Revolving Loan, without any requirement on the part of the Bank to obtain any additional certificate from any officer of the Association or for any further actions to be taken by this Board of Directors; and

**BE IT FURTHER RESOLVED THAT** the Secretary of the Association and/or any other officer of this Association be, and he or she hereby is, authorized and directed to furnish the Bank with a copy of the foregoing Resolutions and to certify the same, and to certify that the provisions of said Resolutions are in conformity with the Articles of Incorporation and Bylaws of this Association and that said Resolutions are in full force and effect and have not been rescinded or modified; and the Bank shall be indemnified and saved harmless by this Association from any and all claims, demands, expenses, costs and damages resulting from or growing out of honoring or relying on the signature or other authority (whether or not properly used) of any officer whose name and signature was so certified, or refusing to honor any signature or authority not so certified; and

**BE IT FURTHER RESOLVED THAT** the foregoing Resolutions are adopted in addition to, and not in replacement or limitation of, and shall not be limited by, any and all other Resolutions heretofore adopted by this Association governing any transaction with or involving the Bank, and the foregoing Resolutions contained herein shall continue in force until express written notice of their prospective rescission or modification, as to future transactions not then existing or committed for by the Bank, has been furnished to and received by the Bank; and

**BE IT FURTHER RESOLVED THAT** any and all prior and existing agreements and transactions by or on behalf of this Association with the Bank be and the same hereby are in all respects ratified, approved and confirmed.

AA-2

Exhibit A to Resolutions

Form of Sixth Modification

See Attached.



AA-2

Exhibit B to Resolutions

Form of Eighth Modification

See Attached.

Attachment C

**EIGHTH MODIFICATION OF  
RENEWAL REVOLVING NOTE  
AND OTHER LOAN DOCUMENTS**

**THIS EIGHTH MODIFICATION OF RENEWAL REVOLVING NOTE AND OTHER LOAN DOCUMENTS** (this “Modification”) is executed on the 20<sup>th</sup> day of July, 2019, by and between **FIFTH THIRD BANK**, an Ohio banking corporation (“Lender”), whose address is 200 East Robinson Street, Suite 1000, Orlando, Florida 32801, and **UCF ATHLETICS ASSOCIATION, INC.**, a Florida not-for-profit corporation (“Borrower”), whose address is 4465 Knights Victory Way, Building 135, Orlando, Florida 32816.

**WITNESSETH:**

**WHEREAS**, Borrower is indebted to Lender under a \$5,000,000.00 revolving line of credit loan (the “Loan”) as evidenced by that certain Renewal and Increase Revolving Note executed by Borrower in favor of Lender, effective as of July 27, 2012, as modified by that certain First Modification of Renewal and Increase Revolving Note and Other Loan Documents dated as of June 12, 2013, by that certain Second Modification of Renewal and Increase Revolving Note and Other Loan Documents dated as of December 31, 2013, by that certain Third Modification of Renewal and Increase Revolving Note and Other Loan Documents dated as of June 11, 2014, by that certain Fourth Modification of Renewal and Increase Revolving Note and Other Loan Documents dated as of June 10, 2015, by that certain Fifth Modification of Renewal and Increase Revolving Note and Other Loan Documents dated as of June 20, 2016, by that certain Sixth Modification of Renewal and Increase Revolving Note and Other Loan Documents dated as of July 3, 2017, and by that certain Seventh Modification of Renewal Revolving Note and Other Loan Documents dated as of June 30, 2018 (collectively as modified, the “Note”), with a Maturity Date of July 20, 2019, and other related loan documents (as the same may be amended, supplemented or otherwise modified at any time or from time to time, collectively, the “Loan Documents”); and

**WHEREAS**, in accordance with the terms of the Note, the Borrower has requested the Lender to renew and extend the Loan for an additional Extension Period to July 19, 2020, and the Lender has agreed to do so, provided the Borrower executes this Modification and reaffirms and amends the pledge of collateral securing the Loan as set forth herein.

**NOW THEREFORE**, in consideration of the premises hereof, and the mutual covenants contained herein, and the sum of TEN AND 00/100 DOLLARS (\$10.00) in hand paid by Borrower to Lender, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Recitals. All of the foregoing recitations are true and correct and are hereby incorporated herein and made a part hereof.
2. Representations of Borrower. In order to induce Lender to enter into this Agreement, Borrower does hereby acknowledge, represent and warrant to and in favor of Lender that: (a) the indebtedness represented by the Note is due from Borrower to Lender in accordance with the terms of the Note as modified, free

from any defense, claim, or right to set-off; (b) as of July 20, 2019, the outstanding principal balance was \$[0.00], and (c) there are no suits, judgments, bankruptcies or executions pending against Borrower in any court which could in any way materially affect Borrower's ability to make payments of obligations due on the Loan.

3. Amendments to Note. The Note and the other Loan Documents are hereby amended as of the date of this Modification as follows:

- (a) The definition of the term “Maturity Date” in the first line of Section 1 of the Note is hereby amended by deleting “July 20, 2019” and inserting “July 19, 2020” in place thereof.
- (b) The following new Section 21 shall be added to the Note immediately after the current Section 20:

“21. **LIBOR REPLACEMENT PROVISIONS.** In the event that the LIBOR Rate ceases to be published or made available, the Interest Rate hereunder will be based on the Base Rate or other replacement index, and any applicable margin adjusted, in each case as determined in accordance with the following provisions.

(A) Temporary Inability: In the event, prior to commencement of any Interest Period, Lender shall determine that: (i) deposits in U.S. Dollars (in the applicable amounts) are not being offered to it in the London Interbank Offered Rate market for such Interest Period, (ii) by reason of circumstances affecting the London Interbank Offered Rate Market adequate and reasonable methods do not exist for ascertaining the LIBOR Rate, (iii) the LIBOR Rate as determined by Lender will not adequately and fairly reflect the cost to Lender of funding Borrowings evidenced by this Note for such Interest Period, or (iv) the making or funding of Borrowings evidenced by this Note become impracticable; then, Lender shall promptly provide notice of such determination to Borrower (which shall be conclusive and binding on Borrower), and (x) any request for a Borrowing under this Note or for a continuation of an outstanding Borrowing evidenced by this Note shall be automatically withdrawn and shall be deemed a request for a Borrowing or continuation based on the Base Rate, (y) each outstanding Borrowing evidenced by this Note will automatically, on the last day of the then current Interest Period relating thereto, accrue interest at the Interest Rate based on the Base Rate, and (z) the obligations of Lender to make Borrowings under this Note shall be suspended until Lender determines that the circumstances giving rise to such suspension no longer exist, in which event Lender shall so notify Borrower,

(B) Permanent Inability: (i) In the event, Lender shall determine (which determination shall be deemed presumptively correct absent manifest error) that: (a) the circumstances set forth in the immediately preceding paragraph have arisen and such circumstances are unlikely to be temporary;

(b) a public statement or publication of information (1) by or on behalf of ICE Benchmark Administration Limited (or any Alternate LIBOR Source) (the “LIBOR Administrator”); or by the regulatory supervisor for the LIBOR Administrator, the U.S. Federal Reserve System, an insolvency official with jurisdiction over the LIBOR Administrator, a resolution authority with jurisdiction over the LIBOR Administrator, or a court or an entity with similar insolvency or resolution authority over the LIBOR Administrator; in each case which states that such LIBOR Administrator has ceased or will cease to provide the LIBOR Rate, permanently or indefinitely, provided that, at the time of the statement or publication, there is no successor LIBOR Administrator that will continue to provide the LIBOR Rate, (2) by the LIBOR Administrator that it has invoked or will invoke, permanently or indefinitely, its insufficient submissions policy, or (3) by the regulatory supervisor for the LIBOR Administrator or any Governmental Authority having jurisdiction over Lender announcing that the LIBOR Rate is no longer representative or may no longer be used;

(c) a LIBOR Rate is not published by the LIBOR Administrator for five (5) consecutive Business Days and such failure is not the result of a temporary moratorium, embargo or disruption declared by the LIBOR Administrator or by the regulatory supervisor for the LIBOR Administrator; or

(d) a new index rate has become a widely-recognized replacement benchmark rate for the LIBOR Rate in newly originated loans denominated in U.S. Dollars in the U.S. market;

then Lender may, in its sole discretion, amend this Note and any other applicable Loan Document as described below to replace the LIBOR Rate with an alternative benchmark rate, and to modify the applicable margins and make other related amendments, in each case giving due consideration to any evolving or then existing convention for similar US Dollar-denominated credit facilities, or any selection, endorsement or recommendation by a relevant governmental body with respect to such facilities.

(ii) Lender shall provide notice to Borrower of an amendment of this Note and any other applicable Loan Document to reflect the replacement index, adjusted margins and such other related amendments as may be appropriate, in the sole discretion of Lender, for the implementation and administration of the replacement index-based rate. Notwithstanding anything to the contrary in this Note or the other Loan Documents, such amendment shall become effective without any further action or consent of any other party to this Note or other applicable Loan Document upon delivery of notice to Borrower.

(iii) For the avoidance of doubt, following the date when a determination is made pursuant to clause (B)(i), above, and until a replacement index has been selected and implemented in accordance with the terms and conditions of clause (B)(i) and (ii), at Lender’s election, all outstanding Borrowings under this Note shall accrue interest at, and the Interest Rate shall be, equal to the Base Rate.

(C) Notwithstanding anything to the contrary contained herein, if at any time the replacement index is less than zero, then at such times, such index shall be deemed to be zero for purposes of this Note.

“Base Rate” means, for any day, a rate per annum equal to the greater of (i) the Prime Rate in effect on such day and (ii) the Federal Funds Effective Rate in effect on such day plus ½ of 1%. Any change in the Base Rate due to a change in the Prime Rate or the Federal Funds Effective Rate shall be effective on the effective day of such change in the Prime Rate or the Federal Funds Effective Rate, respectively.

“Prime Rate” means the rate of interest quoted in the print edition of *The Wall Street Journal*, Money Rates Section, as the U.S. Prime Rate (currently defined as the base rate on corporate loans posted by at least 75% of the nation’s thirty (30) largest banks), as in effect from time to time. The Prime Rate is a reference rate and does not necessarily represent the lowest or best rate actually charged to any customer. Lender may make commercial loans or other loans at rates of interest at, above or below the Prime Rate.

“Federal Funds Effective Rate” means for any day, the rate per annum (expressed, as a decimal, rounded upwards, if necessary, to the next higher 1/100 of 1%) equal to the weighted average of the rates on overnight federal funds transactions with members of the Federal Reserve System arranged by federal funds brokers on such day, as published by the Federal Reserve Bank of New York on the Business Day next succeeding such day; provided, (i) if such day is not a Business Day, the Federal Funds Rate for such day shall be such rate on such transactions on the next preceding Business Day as so published on the next succeeding Business Day, and (ii) if no such rate is so published on such next succeeding Business Day, the Federal Funds Rate for such day shall be the average rate charged to Lender on such day on such transactions as determined by Lender.”

4. Reaffirmation of Pledge. Borrower hereby acknowledges, agrees and reaffirms that the following collateral secures Borrower’s obligations under the Loan: 100% of the student athletic fee receipts received by the Borrower from the University of Central Florida which are imposed by the University on its students pursuant to Florida law, and specifically Section 1009.24, Florida Statutes (which collateral also secures the Borrower’s obligations under that certain Renewal Reducing Revolving Line of Credit Promissory Note by Borrower in favor of Lender, effective as of December 31, 2013, as amended and modified (the “Renewal Reducing Note”). Borrower hereby agrees and confirms that said pledge remains in full force and effect and continues to secure the Renewal Reducing Note and the Loan. Further, the Borrower represents to the Lender that the Board of Trustees of the University of Central Florida has not rescinded or modified the pledge by the Borrower of the Collateral to the repayment of the Renewal Reducing Note and the Loan.
5. **WAIVER OF JURY TRIAL. BY THE EXECUTION HEREOF, BORROWER AND LENDER HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY AGREE, THAT:**

- (A) **NEITHER THE BORROWER NOR LENDER, NOR ANY ASSIGNEE, SUCCESSOR, HEIR OR LEGAL REPRESENTATIVE OF ANY OF THE SAME SHALL SEEK A JURY TRIAL IN ANY LAWSUIT, PROCEEDING, COUNTERCLAIM, OR ANY OTHER LITIGATION PROCEDURE ARISING FROM OR BASED UPON THIS MODIFICATION OR ANY LOAN DOCUMENT EVIDENCING, SECURING OR RELATING TO THE OBLIGATIONS OR TO THE DEALINGS OR RELATIONSHIP BETWEEN OR AMONG THE PARTIES THERETO;**
  - (B) **NEITHER THE BORROWER NOR LENDER SHALL SEEK TO CONSOLIDATE ANY SUCH ACTION, IN WHICH A JURY TRIAL HAS BEEN WAIVED, WITH ANY OTHER ACTION IN WHICH A JURY TRIAL HAS NOT BEEN OR CANNOT BE WAIVED;**
  - (C) **THE PROVISIONS OF THIS PARAGRAPH HAVE BEEN FULLY NEGOTIATED BY THE PARTIES HERETO, AND THESE PROVISIONS SHALL BE SUBJECT TO NO EXCEPTIONS;**
  - (D) **NEITHER THE BORROWER NOR LENDER HAS IN ANY WAY AGREED WITH OR PRESENTED TO ANY OTHER PARTY THAT THE PROVISIONS OF THIS PARAGRAPH WILL NOT BE FULLY ENFORCED IN ALL INSTANCES; AND**
  - (E) **THIS PROVISION IS A MATERIAL INDUCEMENT FOR LENDER TO ENTER INTO THIS MODIFICATION AND SHALL RUN TO THE BENEFIT OF LENDER AND BORROWER ONLY AND SHALL NOT BENEFIT ANY THIRD PARTIES.**
6. Fees. Borrower agrees that all costs and expenses associated with the execution and delivery of this Agreement, including, but not limited to, attorney's fees, loan fees, and documentary stamp and intangible tax, if applicable, (together with all interest and penalties thereon, if any) and other related expenses, plus accrued interest on the Loan, shall be paid by Borrower on or before the effective date of this Modification. Borrower agrees to defend, indemnify, and hold harmless the Lender from and against any and all such costs and expenses, and agrees that the Lender shall not in any way be held liable for such costs and expenses.
7. Conditions to Effectiveness. This Modification and the effectiveness of the provisions hereof shall be conditioned upon (i) the accuracy of the representations of the Borrower set forth in Section 2 above and each of the other representations and warranties set forth in the other Loan Documents, in each case as of the effective date hereof, (ii) payment of the fees and expenses set forth in Section 6 above, (iii) receipt by the Lender of a certificate of status issued by the Secretary of State of Florida not earlier than fifteen (15) business days prior to the effective date hereof and satisfactory results of lien searches and other due diligence conducted by the Lender in its discretion, (iv) execution and delivery by the

Borrower of this Modification and the Certificate of Organizational Documents, Resolutions and Incumbency as of the date of execution of this Modification, and (v) any other agreement, certificate, instrument or other document reasonably required by the Lender.

8. Miscellaneous. Except for the changes and modifications effected hereby, it is expressly agreed that the Loan Documents shall remain in full force and effect in strict accordance with the terms thereof, and nothing herein contained shall affect or be construed to affect the other Loan Documents, or to release or affect the liability of any party or parties who may now or hereafter be liable under or on account of the Loan Documents. This Modification constitutes the complete agreement between the parties hereto and incorporates all prior discussions, agreements and representations made in regard to the matters set forth herein. This Modification shall be binding upon and shall inure to the benefit of, the heirs, executors, administrators, personal representatives, successors and assigns of the parties hereto. This Modification shall be governed by and interpreted in accordance with the laws of the State of Florida. Capitalized terms used but not defined herein shall have the meanings given to such terms in the Note.

[Signature Page Follows]

**IN WITNESS WHEREOF**, the parties to this Modification have executed this Modification in a manner and form sufficient to bind them as of the day and year first above written.

**LENDER:**

**FIFTH THIRD BANK**, an Ohio banking corporation

By: \_\_\_\_\_

Name: Steven Wortman

Title: Vice President

**BORROWER:**

**UCF ATHLETICS ASSOCIATION, INC.**, a  
Florida not-for-profit corporation

By: \_\_\_\_\_

Name: Dr. Thad Seymour

Title: Chairman



Attachment D

**SIXTH MODIFICATION OF  
RENEWAL REDUCING REVOLVING LINE OF CREDIT PROMISSORY NOTE  
AND OTHER LOAN DOCUMENTS**

**THIS SIXTH MODIFICATION OF RENEWAL REDUCING REVOLVING LINE OF CREDIT PROMISSORY NOTE AND OTHER LOAN DOCUMENTS** (this “Modification”) is executed on the 20<sup>th</sup> day of July, 2019, to be effective as of the 30<sup>th</sup> day of June, 2018, by and between **FIFTH THIRD BANK**, an Ohio banking corporation (“Lender”), whose address is 200 East Robinson Street, Suite 1000, Orlando, Florida 32801, and **UCF ATHLETICS ASSOCIATION, INC.**, a not-for-profit Florida corporation (“Borrower”), whose address is 4465 Knights Victory Way, Building 135, Orlando, Florida 32816.

**WITNESSETH:**

**WHEREAS**, Borrower is indebted to Lender under an \$5,375,00.00 revolving line of credit loan (the “Loan”) as evidenced by that certain Renewal Reducing Revolving Line of Credit Promissory Note by Borrower in favor of Lender, effective as of December 31, 2013, as modified by that certain First Modification and Renewal of Renewal Reducing Revolving Line of Credit Promissory Note and Other Loan Documents dated as of July 3, 2014, that certain Second Modification of Renewal Reducing Revolving Line of Credit Promissory Note and Other Loan Documents dated as of July 5, 2015, that certain Third Modification of Renewal Reducing Revolving Line of Credit Promissory Note and Other Loan Documents dated to be effective as of July 4, 2016, that certain Fourth Modification of Renewal Reducing Revolving Line of Credit Promissory Note and Other Loan Documents dated to be effective as of July 3, 2017 and that certain Fifth Modification of Renewal Reducing Revolving Line of Credit Promissory Note and Other Loan Documents dated to be effective as of June 30, 2018 (collectively as modified, the “Note”), with a Maturity Date of July 2, 2018, pursuant to that certain Amended and Restated Loan Agreement, effective as of December 31, 2013 (as amended, supplemented or otherwise modified at any time or from time to time, the “Loan Agreement”) and other related loan documents (as the same may be amended, supplemented or otherwise modified at any time or from time to time, collectively, the “Loan Documents”); and

**WHEREAS**, the Loan is scheduled to mature on July 20, 2019 and the Borrower has requested the Lender to renew and extend the Loan through July 19, 2020 and the Lender has agreed to do so, provided the Borrower executes this Modification, including without limitation agreeing to the amendments set forth herein, and reaffirms the pledge of certain revenues available to the Borrower in favor of Lender for the payment of the Loan; and

**WHEREAS**, the Borrower and the Lender have agreed to modify the Note, the Loan Agreement and the Loan Documents upon the terms and conditions hereinafter set forth.

**NOW THEREFORE**, in consideration of the premises hereof, and the mutual covenants contained herein, and the sum of TEN AND 00/100 DOLLARS (\$10.00) in hand paid by the Borrower to the Lender, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Recitals. All of the foregoing recitations are true and correct and are hereby incorporated herein and made a part hereof.
2. Representations of Borrower. In order to induce Lender to enter into this Agreement, Borrower does hereby acknowledge, represent and warrant to and in favor of Lender that: (a) the indebtedness represented by the Note is due from Borrower to Lender in accordance with the terms of the Note as modified, free from any defense, claim, or right to set-off; (b) as of July 20, 2019, the outstanding principal balance of the Loan is \$5,375,000.00 plus accrued and unpaid interest, (c) the principal payment on the Loan, due on July 15, 2020, in the amount of \$295,000.00, will be paid by the Borrower on or before such date, and (d) there are no suits, judgments, bankruptcies or executions pending against Borrower in any court which could in any way materially affect Borrower's ability to make payments of obligations due on the Loan.
3. Modification of Loan Documents. The Note the Loan Agreement and/or the other Loan Documents are hereby modified as follows:
  - (a) The definition of the term "Maturity Date" in the first line of Section 1 of the Note is hereby amended by deleting "July 20, 2019" and inserting "July 19, 2020" in place thereof.
  - (b) The first paragraph of Section 2 of the Note is hereby amended and restated in its entirety as follows:
 

"2. INTEREST RATE. The principal sum outstanding shall bear interest at a floating rate per annum equal to 79% of the LIBOR Rate plus 1.34 percent (1.34%) (the "Interest Rate"). The term LIBOR Rate" means the rate of interest rounded upwards (the "Rounding Adjustment"), if necessary, to the next 1/8 of 1% (and adjusted for reserves if Lender is required to maintain reserves with respect to relevant advances) fixed by ICE Benchmark Administration Limited (or any successor thereto, or replacement thereof, approved by Lender, each, an "Alternate LIBOR Source") at approximately 11:00 a.m., London, England time (or the relevant time established by ICE Benchmark Administration Limited, an Alternate LIBOR Source, or Lender, as applicable), two (2) Business Days prior to such date of determination, relating to quotations for the one (1) month London InterBank Offered Rates on U.S. Dollar deposits, as displayed by Bloomberg LP (or any successor thereto, or replacement thereof, as approved by Lender, each an "Approved Bloomberg Successor"), or, if no longer displayed by Bloomberg LP (or any Approved Bloomberg Successor), such rate as shall be determined in good faith by Lender from such sources as it shall determine to be comparable to Bloomberg LP (or any Approved Bloomberg Successor), all as determined by Lender in accordance with this Note and Lender's loan systems and procedures periodically in effect. Notwithstanding anything to the contrary contained herein, in no event shall the LIBOR Rate be less

than 0.00% as of any date (the “LIBOR Rate Minimum”); *provided* that, at any time during which a Rate Management Agreement with Lender is then in effect with respect to all or a portion of the Obligations, the LIBOR Rate Minimum, the Rounding Adjustment and the Adjustment Protocol (as defined below) shall all be disregarded and no longer of any force and effect with respect to such portion of the Obligations subject to such Rate Management Agreement. Each determination by Lender of the LIBOR Rate shall be binding and conclusive in the absence of manifest error. The LIBOR Rate shall be determined as of the first day of the Interest Period and shall be effective until the last day of the Interest Period (the “First Adjustment Date”). The interest rate based upon the LIBOR Rate shall be adjusted automatically on the First Adjustment Date and on the first (1<sup>st</sup>) day of each month thereafter (the “Adjustment Protocol”). “Interest Period” shall mean a period of one (1) month, provided that that no Interest Period shall extend beyond the Maturity Date.”

- (c) Section 3(b) of the Note is hereby amended and restated in its entirety as follows:

“(b) Principal Payments. Principal shall be payable on the following dates, in the following amounts (assuming the Maturity Date continues to be extended for successive Extension Periods as hereinafter provided):

DATE	AMOUNT
07/15/2020	\$295,000
07/15/2021	\$305,000
07/15/2022	\$320,000
07/15/2023	\$330,000
07/15/2024	\$345,000
07/15/2025	\$360,000
07/15/2026	\$370,000
07/15/2027	\$385,000
07/15/2028	\$400,000
07/15/2029	\$420,000
07/15/2030	\$435,000
07/15/2031	\$450,000
07/15/2032	\$470,000
07/15/2033	\$490,000”

- (d) The following new Section 20 shall be added to the Note immediately after the current Section 19:

“21. **LIBOR REPLACEMENT PROVISIONS**. In the event that the LIBOR Rate ceases to be published or made available, the Interest Rate hereunder will be based on the Base Rate or other replacement index, and any applicable margin adjusted, in each case as determined in accordance with the following provisions.

(A) Temporary Inability: In the event, prior to commencement of any Interest Period, Lender shall determine that: (i) deposits in U.S. Dollars (in the applicable amounts) are not being offered to it in the London Interbank Offered Rate market for such Interest Period, (ii) by reason of circumstances affecting the London Interbank Offered Rate Market adequate and reasonable methods do not exist for ascertaining the LIBOR Rate, (iii) the LIBOR Rate as determined by Lender will not adequately and fairly reflect the cost to Lender of funding Borrowings evidenced by this Note for such Interest Period, or (iv) the making or funding of Borrowings evidenced by this Note become impracticable; then, Lender shall promptly provide notice of such determination to Borrower (which shall be conclusive and binding on Borrower), and (x) any request for a Borrowing under this Note or for a continuation of an outstanding Borrowing evidenced by this Note shall be automatically withdrawn and shall be deemed a request for a Borrowing or continuation based on the Base Rate, (y) each outstanding Borrowing evidenced by this Note will automatically, on the last day of the then current Interest Period relating thereto, accrue interest at the Interest Rate based on the Base Rate, and (z) the obligations of Lender to make Borrowings under this Note shall be suspended until Lender determines that the circumstances giving rise to such suspension no longer exist, in which event Lender shall so notify Borrower,

(B) Permanent Inability: (i) In the event, Lender shall determine (which determination shall be deemed presumptively correct absent manifest error) that: (a) the circumstances set forth in the immediately preceding paragraph have arisen and such circumstances are unlikely to be temporary; (b) a public statement or publication of information (1) by or on behalf of ICE Benchmark Administration Limited (or any Alternate LIBOR Source) (the "LIBOR Administrator"); or by the regulatory supervisor for the LIBOR Administrator, the U.S. Federal Reserve System, an insolvency official with jurisdiction over the LIBOR Administrator, a resolution authority with jurisdiction over the LIBOR Administrator, or a court or an entity with similar insolvency or resolution authority over the LIBOR Administrator; in each case which states that such LIBOR Administrator has ceased or will cease to provide the LIBOR Rate, permanently or indefinitely, provided that, at the time of the statement or publication, there is no successor LIBOR Administrator that will continue to provide the LIBOR Rate, (2) by the LIBOR Administrator that it has invoked or will invoke, permanently or indefinitely, its insufficient submissions policy, or (3) by the regulatory supervisor for the LIBOR Administrator or any Governmental Authority having jurisdiction over Lender announcing that the LIBOR Rate is no longer representative or may no longer be used; (c) a LIBOR Rate is not published by the LIBOR Administrator for five (5) consecutive Business Days and such failure is not the result of a temporary moratorium, embargo or disruption declared by the LIBOR Administrator or by the regulatory supervisor for the LIBOR Administrator; or

(d) a new index rate has become a widely-recognized replacement benchmark rate for the LIBOR Rate in newly originated loans denominated in U.S. Dollars in the U.S. market;

then Lender may, in its sole discretion, amend this Note and any other applicable Loan Document as described below to replace the LIBOR Rate with an alternative benchmark rate, and to modify the applicable margins and make other related amendments, in each case giving due consideration to any evolving or then existing convention for similar US Dollar-denominated credit facilities, or any selection, endorsement or recommendation by a relevant governmental body with respect to such facilities.

(ii) Lender shall provide notice to Borrower of an amendment of this Note and any other applicable Loan Document to reflect the replacement index, adjusted margins and such other related amendments as may be appropriate, in the sole discretion of Lender, for the implementation and administration of the replacement index-based rate. Notwithstanding anything to the contrary in this Note or the other Loan Documents, such amendment shall become effective without any further action or consent of any other party to this Note or other applicable Loan Document upon delivery of notice to Borrower.

(iii) For the avoidance of doubt, following the date when a determination is made pursuant to clause (B)(i), above, and until a replacement index has been selected and implemented in accordance with the terms and conditions of clause (B)(i) and (ii), at Lender's election, all outstanding Borrowings under this Note shall accrue interest at, and the Interest Rate shall be, equal to the Base Rate.

(C) Notwithstanding anything to the contrary contained herein, if at any time the replacement index is less than zero, then at such times, such index shall be deemed to be zero for purposes of this Note.

“Base Rate” means, for any day, a rate per annum equal to the greater of (i) the Prime Rate in effect on such day and (ii) the Federal Funds Effective Rate in effect on such day plus ½ of 1%. Any change in the Base Rate due to a change in the Prime Rate or the Federal Funds Effective Rate shall be effective on the effective day of such change in the Prime Rate or the Federal Funds Effective Rate, respectively.

“Prime Rate” means the rate of interest quoted in the print edition of *The Wall Street Journal*, Money Rates Section, as the U.S. Prime Rate (currently defined as the base rate on corporate loans posted by at least 75% of the nation's thirty (30) largest banks), as in effect from time to time. The Prime Rate is a reference rate and does not necessarily represent the lowest or best rate actually charged to any customer. Lender may make commercial loans or other loans at rates of interest at, above or below the Prime Rate.

“Federal Funds Effective Rate” means for any day, the rate per annum (expressed, as a decimal, rounded upwards, if necessary, to the next higher 1/100 of 1%) equal to the weighted average of the rates on overnight federal funds transactions with members of the Federal Reserve System arranged by federal funds brokers

on such day, as published by the Federal Reserve Bank of New York on the Business Day next succeeding such day; provided, (i) if such day is not a Business Day, the Federal Funds Rate for such day shall be such rate on such transactions on the next preceding Business Day as so published on the next succeeding Business Day, and (ii) if no such rate is so published on such next succeeding Business Day, the Federal Funds Rate for such day shall be the average rate charged to Lender on such day on such transactions as determined by Lender.”

4. Reaffirmation of Revenue Pledge. The Borrower hereby reaffirms the pledge of the Collateral as defined in the Loan Documents, including without limitation all student athletic fee revenues from the University of Central Florida, and agrees and confirms that said pledge remains in full force and effect and continues to secure the Loan. Further, the Borrower represents to the Lender that the Board of Trustees of the University of Central Florida has not rescinded or modified the pledge by the Borrower of the Collateral to the repayment of the Loan.
5. **WAIVER OF JURY TRIAL. BY THE EXECUTION HEREOF, BORROWER AND LENDER HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY AGREE, THAT:**
  - (a) **NEITHER THE BORROWER NOR LENDER, NOR ANY ASSIGNEE, SUCCESSOR, HEIR OR LEGAL REPRESENTATIVE OF ANY OF THE SAME SHALL SEEK A JURY TRIAL IN ANY LAWSUIT, PROCEEDING, COUNTERCLAIM, OR ANY OTHER LITIGATION PROCEDURE ARISING FROM OR BASED UPON THIS MODIFICATION OR ANY LOAN DOCUMENT EVIDENCING, SECURING OR RELATING TO THE OBLIGATIONS OR TO THE DEALINGS OR RELATIONSHIP BETWEEN OR AMONG THE PARTIES THERETO;**
  - (b) **NEITHER THE BORROWER NOR LENDER SHALL SEEK TO CONSOLIDATE ANY SUCH ACTION, IN WHICH A JURY TRIAL HAS BEEN WAIVED, WITH ANY OTHER ACTION IN WHICH A JURY TRIAL HAS NOT BEEN OR CANNOT BE WAIVED;**
  - (c) **THE PROVISIONS OF THIS PARAGRAPH HAVE BEEN FULLY NEGOTIATED BY THE PARTIES HERETO, AND THESE PROVISIONS SHALL BE SUBJECT TO NO EXCEPTIONS;**
  - (d) **NEITHER THE BORROWER NOR LENDER HAS IN ANY WAY AGREED WITH OR PRESENTED TO ANY OTHER PARTY THAT THE PROVISIONS OF THIS PARAGRAPH WILL NOT BE FULLY ENFORCED IN ALL INSTANCES; AND**
  - (e) **THIS PROVISION IS A MATERIAL INDUCEMENT FOR LENDER TO ENTER INTO THIS MODIFICATION AND SHALL**

**RUN TO THE BENEFIT OF LENDER AND BORROWER ONLY  
AND SHALL NOT BENEFIT ANY THIRD PARTIES.**

6. Fees. Borrower agrees that all costs and expenses associated with the execution and delivery of this Agreement, including, but not limited to, the Lender's attorney's fees, and documentary stamp fee and intangible taxes, if applicable, (together with all interest and penalties thereon, if any) and other related expenses, plus accrued interest on the Loan, shall be paid by Borrower on or before the effective date of this Modification. Borrower agrees to defend, indemnify, and hold harmless the Lender from and against any and all such costs and expenses, and agrees that the Lender shall not in any way be held liable for such costs and expenses.
7. Conditions to Effectiveness. This Modification and the effectiveness of the provisions hereof shall be conditioned upon (i) the accuracy of the representations of the Borrower set forth in Section 2 above and each of the other representations and warranties set forth in the other Loan Documents, in each case as of the effective date hereof, (ii) payment of the fees and expenses set forth in Section 6 above, (iii) receipt by the Lender of a certificate of status issued by the Secretary of State of Florida not earlier than fifteen (15) business days prior to the effective date hereof and satisfactory results of lien searches and other due diligence conducted by the Lender in its discretion, (iv) execution and delivery by the Borrower of this Modification and the Certificate of Organizational Documents, Resolutions and Incumbency as of the date of execution of this Modification, and (v) any other agreement, certificate, instrument or other document reasonably required by the Lender.
8. Miscellaneous. Except for the changes and modifications effected hereby, it is expressly agreed that the Loan Documents shall remain in full force and effect in strict accordance with the terms thereof, and nothing herein contained shall affect or be construed to affect the other Loan Documents, or to release or affect the liability of any party or parties who may now or hereafter be liable under or on account of the Loan Documents. This Modification constitutes the complete agreement between the parties hereto and incorporates all prior discussions, agreements and representations made in regard to the matters set forth herein. This Modification shall be binding upon and shall inure to the benefit of, the heirs, executors, administrators, personal representatives, successors and assigns of the parties hereto. This Modification shall be governed by and interpreted in accordance with the laws of the State of Florida.

[Signature Page Follows]

**IN WITNESS WHEREOF**, the parties to this Modification have executed this Modification in a manner and form sufficient to bind them as of the day and year first above written.

**LENDER:**

**FIFTH THIRD BANK**, an Ohio banking corporation

By: \_\_\_\_\_

Name: Steven Wortman

Title: Vice President

**BORROWER:**

**UCF ATHLETICS ASSOCIATION, INC.**, a

Florida not-for-profit corporation

By: \_\_\_\_\_

Name: Dr. Thad Seymour

Title: Chairman



ITEM: **FEC-9**

**UCF BOARD OF TRUSTEES**  
**Finance and Facilities Committee**  
**July 18, 2019**

**Title:** 7-Eleven Lease at Knights Plaza

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**Background:**

In collaboration with UCF staff and UCF General Counsel, UCF Convocation Corporation has negotiated retail lease terms with Petroleum Marketing Group (PMG) to construct and operate a 7-Eleven store at Knights Plaza. The store will be located in the space that was previously occupied by Knight Aide Pharmacy, which consisted of a pharmacy and convenience store. There are several exclusions and exclusivities prescribed by the lease in order to protect UCF's existing contracts, interests, and reputation.

Due to the significant investment to be made in tenant improvement, the lease will allow tenancy for at least 10 years. The lease provides an initial term of five years and allows for a five-year extension at the tenant's option, provided all tenant's obligations are met during the initial term. After those terms expire, the lease provides two five-year terms with landlord's approval, which may be withheld at its sole and absolute discretion.

**Issues to be Considered:**

- The proposed space has been vacant since August 2018.
- The 7-Eleven concept is an international brand and would support campus residents, UCF faculty, staff, and Knights Plaza visitors by offering convenient access to toiletries, sundries, food, and beverages.
- The prescribed base rent rate is commensurate with Knights Plaza market rates.
- Fulfillment of the lease will be corporately guaranteed by Petroleum Marketing Group, Inc. PMG was referred for this location specifically by 7-Eleven corporation and has been vetted for viability, experience, and financial ability to meet the terms of this lease.
- The prospective tenant has reviewed the lease draft and is agreeable to the terms. They are anxious to execute the lease and begin the build out.
- Upon approval of this lease, it must be sent for approval to the Division of State Land prior to being executed.

**Alternatives to Decision:**

Reject or modify the proposed lease.

**Fiscal Impact and Source of Funding:**

UCF Convocation Corporation pledged retail revenue- Lease proceeds are approximately \$50,000 annually.

**Recommended Action:**

Approve the lease as drafted.

**Authority for Board of Trustees Action:**

Board of Governors' Regulation 1.001

University of Central Florida, and Its Board of Trustees, is now the landlord and party to the lease.

**Contract Reviewed/Approved by General Counsel:**

Reviewed by Jordan Clark.

**Committee Chair or Chairman of the Board approval:**

Approved by Chair Alex Martins.

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**Submitted by:**

Misty Shepherd, Interim Vice President for Administrative Affairs and Operations

**Supporting Documentation:**

Attachment A- Contract Summary Page for UCF/ PMG Lease Draft

**Facilitators/Presenters:**

Ronnie Lamkin, General Manager, UCF Convocation Corporation

## Attachment A

**Summary of Agreement**

<b>Purpose/Background</b>	Provide a convenience store in the Towers/Knights Plaza area. The Knight Aide store closed in August 2018. This concept will replace that operation and provide convenient access to food, snacks and small goods for residents of the Towers dorms and visitors to Knights Plaza.
<b>Parties</b>	University of Central Florida and PMG/Petroleum Marketing Group, Inc.
<b>Term</b>	5 year initial term, renewal (tenant option) for 5 years, two additional 5 year renewal options (landlord consent required). 20 year maximum term.
<b>Obligations of UCF</b>	Traditional retail landlord obligations regarding common area, building systems, roof, exterior walls and habitability.  Exclusivity to convenience store concept in Knights Plaza.
<b>Obligations of other party</b>	Traditional retail tenant obligations and covenants (pay rent, abide by premises rules, and maintain the space)  Operate store as a “7-Eleven” store with appropriate signage and trade dress with list of excluded products (tobacco, e-cigarettes, gum, alcohol, etc.) See Section 11 of Agreement for full list.
<b>Financial terms</b>	Traditional retail lease structure, 2,037 sq/ft of space at \$24 per sq/ft. with a 4% annual increase in base rent. Additional rent for CAM starting at \$3.90 per sq/ft. UCF waives the first three months of rent for tenant improvement and buildout of the space.
<b>Termination rights</b>	Yes, for cause – abandonment, failure to pay rent, failure to correct a default after cure period, and bankruptcy.
<b>Additional terms</b>	None of material significance.
<b>Link to agreement</b>	<a href="https://bot.ucf.edu/files/2019/07/FFC-9-PMG-7-Eleven-lease-final-draft-5-22-19.pdf">https://bot.ucf.edu/files/2019/07/FFC-9-PMG-7-Eleven-lease-final-draft-5-22-19.pdf</a>

**ITEM: INFO-1**

**UCF BOARD OF TRUSTEES  
Finance and Facilities Committee  
July 18, 2019**

**Title:** 2018 Capital Projects Summary

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**Background:**

At the November 15, 2018 FFC meeting, the trustees requested a summary of projects completed in 2018 including information on approved versus actual costs, projected time line versus actual completion timeline, the final square footage at completion, and any programmatic changes after board approval. This report was presented at the May 16, 2019 committee meeting. At that meeting, trustees requested staff to revise the initial project summary report to include Project Management costs in the total project costs for all buildings, which in some projects were reduced or eliminated based on project budget constraints.

**Issues to be Considered:**

Revised project costs have been provided for all projects, with the exception of the UCF Global building, which is unchanged. In four out of seven projects, the “Planned Cost” have also been revised to factor in additional information received regarding additional scope added during construction. The term “Projected Cost” has been added to define where a project has been substantially completed but not yet closed out and therefore has the potential to incur additional expenses until formally closed out. The revised report is attached, and all revisions have been identified with yellow highlights.

**Alternatives to Decision:**

N/A

**Fiscal Impact and Source of Funding:**

N/A

**Recommended Action:**

For information only.

**Authority for Board of Trustees Action:**

Specific trustee request.

**Committee Chair or Chairman of the Board approval:**

Approved by Chair Alex Martins.

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**Submitted by:**

Misty Shepherd, Interim Vice President for Administrative Affairs and Operations

**Supporting Documentation:**

Attachment A: 2018 Capital Project Summary - Revised

**Facilitators/Presenters:**

Bill Martin, Director, Facilities Planning

Attachment A



## Facilities Planning and Construction

University of Central Florida  
3528 North Perseus Loop – Building 16  
Orlando, FL 32816-3020  
<http://www.fp.ucf.edu/>

### CAPITAL PROJECT SUMMARY

This document has been prepared for the UCF Board of Trustees and provides budgets, timelines, square footage, and programming (including changes) of capital projects completed in 2018. Additionally, it provides a summary for UCF Global (2016).

Six capital projects were completed and began occupancy in 2018:

- Research I
- John C. Hitt Library, Phase 1
- District Energy Plant IV
- Trevor Colbourn Hall
- Student Union, Phase 2
- Baseball Stadium Expansion

A two-page summary is provided for each project, including pictures and additional information that may be of interest to the BOT.

For purposes of this document, the following definitions are used:

- **PLANNED COST** – the total project cost at the time of the Construction Manager's (CM's) Guaranteed Maximum Price (GMP) contract
- **PROJECTED COST** – the projected total project cost based on all expenses received to date. The project has not been closed, so has potential to incur additional expenses (although unlikely).
- **ACTUAL COST** – the final project cost after all final payment applications and expenses are paid – project financials closed.
- **PROJECTED TIMELINE** – the date of Substantial Completion in the CM's GMP contract
- **ACTUAL TIMELINE** – the actual date of occupancy
- **FINAL SQUARE FOOTAGE** – the total gross square footage of the building
- **PROGRAMMATIC CHANGES** – significant changes to the building that occurred after the CM's GMP

Facilities Planning and Construction (FP&C) is very proud to have delivered these projects and offers the Board of Trustees tours these projects!

Sincerely,

A handwritten signature in blue ink, which appears to read "Bill Martin", is positioned above the printed name.

Bill Martin  
Director, Facilities Planning and Construction  
Facilities & Safety

## RESEARCH I

PLANNED COST:	\$53,504,853.00 (funded amount after all GMPs)
PROJECTED COST:	\$53,045,745.63
PROJECTED TIMELINE:	Phase 1 - January 2016 to July 2017; Phase 2 - September 2016 to November 2017
ACTUAL TIMELINE:	Phase 1 and 2 combined due to program changes - schedule extended to January 2018
BOT SUBMISSION:	Capital Improvement Plans, approved by the BOT on June 29, 2015 and July 28, 2016

### PROJECT DESCRIPTION:

Research I, originally titled the Interdisciplinary Research and Incubator Facility (IRIF), is a 105,775gsf building containing 79 labs with a NFPA 45 rating, 84 offices, conference rooms, break rooms, and support rooms. When the project was originally started in October 2014, the project had two phases due to budget constraints: Phase 1 (roughly 2/3 of the building with a total project cost of \$30M, and Phase 2 (roughly 1/3 of the building with a total project cost of \$15M. The Architect/Engineer (AE) team designed both phases simultaneously, but provided two separate drawing packages so that they could be bid separately.

Phase 1 of construction started in January 2016 within its \$30M budget. The university then decided to increase the project budget by \$15M to include Phase 2, which started in September 2016. The project phases were started nine months apart and were run as two separate projects with different completion dates, schedules, and finances. The below picture depicts Phase 1 and 2 construction:



It is important to note that the project was originally designed as generic, flexible lab space. The intent was to build as large of a facility as possible, and as researchers were assigned to the building, their startup funds would be used to build-out their labs. The only known tenant during the design phase was the Materials Characterization Facility (MCF), slated for the first floor. All labs on the second and third floors were designed with a very basic buildout. Mid-construction, the university began assigning labs to specific users, which required significant re-design and re-work in the middle of the construction phase. FP&C worked closely with the AE and CM to accommodate these required changes, requesting additional funding and time to complete. As part of this request, the actual timelines of the two phases were merged into a single date of January 2018, which greatly simplified the commissioning and substantial completion of the project. Users began occupying the building in January 2018.

Project management efforts for Research I earned FP&C the top award in 2018 from the Construction Owners Association of America (COAA). UCF and Michigan State were the only universities to be awarded the COAA Gold Project Leadership Award, recognizing UCF's excellence in project delivery.



## RESEARCH I Photos





## LIBRARY PHASE I

PLANNED COST:	\$21,838,410.82 (funded amount after all GMPs) *
PROJECTED COST:	\$21,826,011.19
PROJECTED TIMELINE:	Phase 1, ARC - May 2016 to November 2017
ACTUAL TIMELINE:	Phase 1, ARC - May 2016 to May 2018 (explanation follows)
BOT SUBMISSION:	Capital Improvement Plans, approved each year by the BOT starting July 26, 2012 to present

\* Planned Cost was increased from the previous submission due Critical Deferred Maintenance funding that was not previously captured.

### PROJECT DESCRIPTION:

The Library Expansion project has been in the works for nearly 10 years. The primary goal of the project was to free up “stack” space in the existing library for conversion into study space, multipurpose space, office space, intake space, and specialty collection space. Phase 1 of the project consisted of the construction of an Automatic Retrieval Center (ARC) and was completed in 2018. The ARC consolidates book storage into a much smaller footprint and provides a mechanism for quick material retrieval. Phase 1A and 1B (known as the “Connector”), connects the stand-alone ARC building to the main library. Future phases 2A, 2B, 2C, etc. will renovate the interior of the library one floor at a time. Due to construction and renovation complexities, the requirement to keep the library open during construction, and limited Capital Improvement Trust Funds (CITF) funding, the project is being constructed in multiple phases over multiple years:

- Phase 1 – Automatic Retrieval Center (completed 2018)
- Phase 1A, 1B – Connector (started construction 2018, with a projected timeline of December 2019)
- Phase 2A, 2B, 2C, etc. - Interior renovation of the library. Phase 2A will likely consist of a renovation of floors 1 and 2, and strategic building systems upgrades. Phase 2A is starting design in early 2019.

In addition to construction of the 20,609gsf ARC, Phase 1 included:

- Sprinklers added to floors two, three, four, and five of the library, eliminating a State Fire Marshall violation;
- Replacement of exit stair flooring (previously carpet, now vinyl);
- Replacement of exit stair handrails and guard rails to meet building code;
- Upgrade of several restrooms for ADA compliance;
- Upgrade of the fifth floor conference room Audio/Visual equipment;
- Upgrade of the building's primary electrical equipment and switchgear, which required a 2-week shut-down of the entire library (over the winter holiday break 2017-18);
- Renovation of half of the fifth floor, converting stack space into student study space

While the projected timeline was November 2017, Hurricane Irma and other unforeseen circumstances delayed the actual timeline (the official opening date). One substantial issue had a large schedule impact - when the main ARC electrical switchgear energized for the first time, a piece of all-thread steel hanger was found in the switchgear, causing serious damage to this new equipment. While it remains unclear if this was an accident or sabotage, UCF required and demanded a full equipment replacement in lieu of repair. The Construction Manager replaced the equipment at no cost to UCF. However, the custom fabrication of the switchgear added approximately 14 weeks to the project schedule, and this delay affected the scheduling of other building systems and commissioning. Fortunately for UCF, a hard opening date was not required for this facility, as the structure is independent of the main library.

The ARC currently stores approximately 300,000 volumes of library material for quick automated retrieval. The use of the ARC has freed up shelving floor space in preparation for Phase 1A (Connector), which is currently under construction.

## LIBRARY PHASE I Photos





## DISTRICT ENERGY PLANT IV

PLANNED COST:	\$15,904,316.45 (funded amount after all GMPs) *
PROJECTED COST:	\$15,894,060.82
PROJECTED TIMELINE:	January 2017 to November 2017
ACTUAL TIMELINE:	February 2017 to June 2018 (explanation follows)
BOT SUBMISSION:	Capital Improvement Plan, approved by the BOT on June 29, 2015

\* Planned Cost was increased from the previous submission due to added Utilities and Energy Services scope and funding.

### PROJECT DESCRIPTION:

The fourth energy plant on campus (District Energy Plant IV – DEP IV) is located near the Arboretum. This 9,830gsf building increases the centralized cooling capacity from 17,900 refrigerated tons (RT) to 21,900 RT, with the capability to expand up to 26,000 RT. DEP IV is connected to the chilled water distribution infrastructure that consists of approximately 15 miles of mains, connecting 58 buildings with environmentally-sensitive and general comfort cooling to 4.9M GSF of research, academic, student housing, CFE Arena, and Athletic space. The overall plant efficiency is .69 kW/ton, which is roughly 17% more efficient than the OUC Lake Nona Chilled Water Plant.

DEP IV also provides a flexible platform to integrate multiple resources, including heat recovery to produce heating-hot-water (used in the dehumidification process for the HVAC system in Research I); the ability to contribute generation capacity to the existing thermal energy storage tank for electrical peak shifting strategies to reduce purchased electric costs; and the future ability to use reclaimed water as a source make-up for heat transfer, in lieu of using potable water, to reduce water consumption and remain within the limits of our consumptive use permit with the St. John's River Water Management District.

In addition to increasing chilled water capacity, the plant provides greater operational flexibility and thermal resiliency by enabling the chilled water generation asset base to operate in a N+2 paradigm, where there is always redundancy and a backup, in case one chiller fails or needs to be decommissioned for service during peak cooling demand. The geographical location of the plant, with relation to the central campus core, was carefully considered during design, with the intent to accommodate future academic and research load growth. Furthermore, each of the campus chilled water generation facilities were separated onto one of the six primary Duke Energy feeders, in the event of a power outage or voltage anomaly, to reduce risk and negative impacts associated with environmentally-sensitive spaces during power interruptions.

As energy costs continue to rise, and the university continues to grow, reliably meeting the campus's energy needs with district energy is more efficient than using in-building equipment or a decentralized approach. Because district energy cooling and heating networks aggregate the thermal energy needs of multiple academic and research buildings, the building clusters create economies of scale from an environmental, economic, and operational perspective, facilitating investments in energy technologies not otherwise feasible on a single-building basis.

This project experienced delays during construction from Hurricane Irma, unforeseen design and construction challenges, and UCF added scope. All of these changes were within the approved cost budget, and the project opened prior to summer 2018, when cooling demand on campus is at its peak.

DEP IV was also designed as a teaching tool, and includes color-coded pipes to clearly display the building's functions to faculty and students, such as the evaporative cooling process. The project also demonstrates UCF's strong commitment to LEED and sustainability, with attributes such as an overall building-energy use reduction of 34% over a baseline building; a 33% reduction in building water use; 30% of the plant's building construction materials being composed of recycled content; 64% of the materials being regionally sourced, extracted, and manufactured within a 500-mile radius of campus; and overall plant efficiency of 8% greater than a baseline plant. The District Energy Plant IV is also the 1<sup>st</sup> industrial building at UCF to receive LEED Gold certification.

## DISTRICT ENERGY PLANT IV Rendering and Photos



## TREVOR COLBOURN HALL

PLANNED COST:	\$39,064,950.13 (funded amount after all GMPs, including \$518K for Colbourn Hall demo)
PROJECTED COST:	\$39,281,069.50
PROJECTED TIMELINE:	Site – May 2017 to August 2017; Building - August 2017 to August 2018
ACTUAL TIMELINE:	Site – May 2017 to August 2017; Building - August 2017 to August 2018
BOT SUBMISSION:	Capital Improvement Plans, approved by the BOT on June 29, 2015 and July 28, 2016

### PROJECT DESCRIPTION:

Trevor Colbourn Hall (TCH) is a new 136,786gsf classroom/office building on the west side of campus, replacing Colbourn Hall (CH), which was demolished. Original project concepts considered renovating and expanding CH, but these solutions proved to be more expensive than building a new facility, and renovations would have been logistically impossible to perform, as the building would need to remain occupied. Instead, the university opted to build a larger 136,786 gsf stand-alone facility, with multiple classroom and office spaces for more than 20 departments, supporting approximately 350 faculty and staff. The primary tenants of TCH are the College of Arts and Humanities, Student Development and Enrollment Services, Undergraduate Studies, Graduate Studies, and the Burnett Honors College. There is also a significant amount of “shell space” that can be fit-out as future space needs arise.

The building was designed with a main central circulation spine on all three floors that provides access to various departments and classrooms. Individual suites were designed using a Gained Light Officing (GLO) layout concept, which provides access to daylight to and from all offices. GLO provides a healthier environment for building occupants, most of whom moved from Colbourn Hall where there was little or no access to daylight in most offices. The building is constructed using “chilled beams”, an energy-efficient HVAC system that provides radiant cooling to spaces rather than forced air. This is the second UCF building to employ this technology, after UCF Global, and makes TCH one of the most energy-efficient buildings on campus. The project is also designed for a future roof-top solar array.

The construction schedule of this project was extremely fast and aggressive for a building of this size. The project required both a site GMP and a building GMP in order to accelerate the projected timeline. The construction duration from construction start to substantial completion was 15 months. One factor that drove the ability to meet this aggressive schedule, and save both time and money, was to design the project using tilt-up construction.

The projected timeline of August 1, 2018 was met. The contractor has stayed on-site to address punch list items and additional end-user requests, and to manage the demolition of CH. Debris is currently being removed from the site, and site restoration, irrigation, and sod installation will continue through March 2019.



## TREVOR COLBOURN HALL Photos



## STUDENT UNION RENOVATION PHASE 2

PLANNED COST:	\$18,540,295.00 (funded amount for Phases 2, 3, and 4 after all GMPs) *
PROJECTED COST:	\$18,754,112.89 **
PROJECTED TIMELINE:	Phase 2 - August 2017 to April 2018
ACTUAL TIMELINE:	Phase 2 - August 2017 to September/January 2019 (explanation follows)
BOT SUBMISSION:	Capital Improvement Plan, approved by the BOT on July 28, 2016

\* Planned Cost was increased from the previous submission due to added PM Services.

\*\* Projected Cost above is known to date, project is ongoing.

### PROJECT DESCRIPTION:

The Student Union Renovation and Expansion is a complex 4-phase project with an overall goal of improving the student experience at the heart of campus. The project encompasses the renovation of the existing food court area (7,545gsf) to introduce five new foodservice brands, building expansion to add 700 new food court seats, and building expansion for Student Government Association (SGA) space, which includes offices and a Senate chamber.

The project phases are:

- Phase 1: Relocation of the dishwasher to make way for Phase 2 construction and ensure that the remaining Student Union foodservice venues were functional (complete)
- Phase 2: Renovation of the food court to include all foodservice systems, equipment, MEP/FP systems, and interiors (complete - certificates of occupancy were issued September 2018 and December 2018)
- Phase 3 & 4: Expansion of the building, to include 700 additional food court seats on the first and second floor expansions, and a third floor for SGA (starting construction January 2019, phases will run concurrently)

This project has been very logistically challenging, as this building is in the heart of campus and accommodates huge daily volumes of student, faculty, and staff traffic. The project also has several other related projects that are being executed as minor projects, including the Chili's renovation (completed), the relocation of the SGA Ticket Center (under construction), the renovation of the Express Print Shop into new restrooms (under construction, to displace the existing Pegasus restrooms which will be demolished in Phase 3 & 4 construction), and the relocation of ATMs and their support space (under construction).

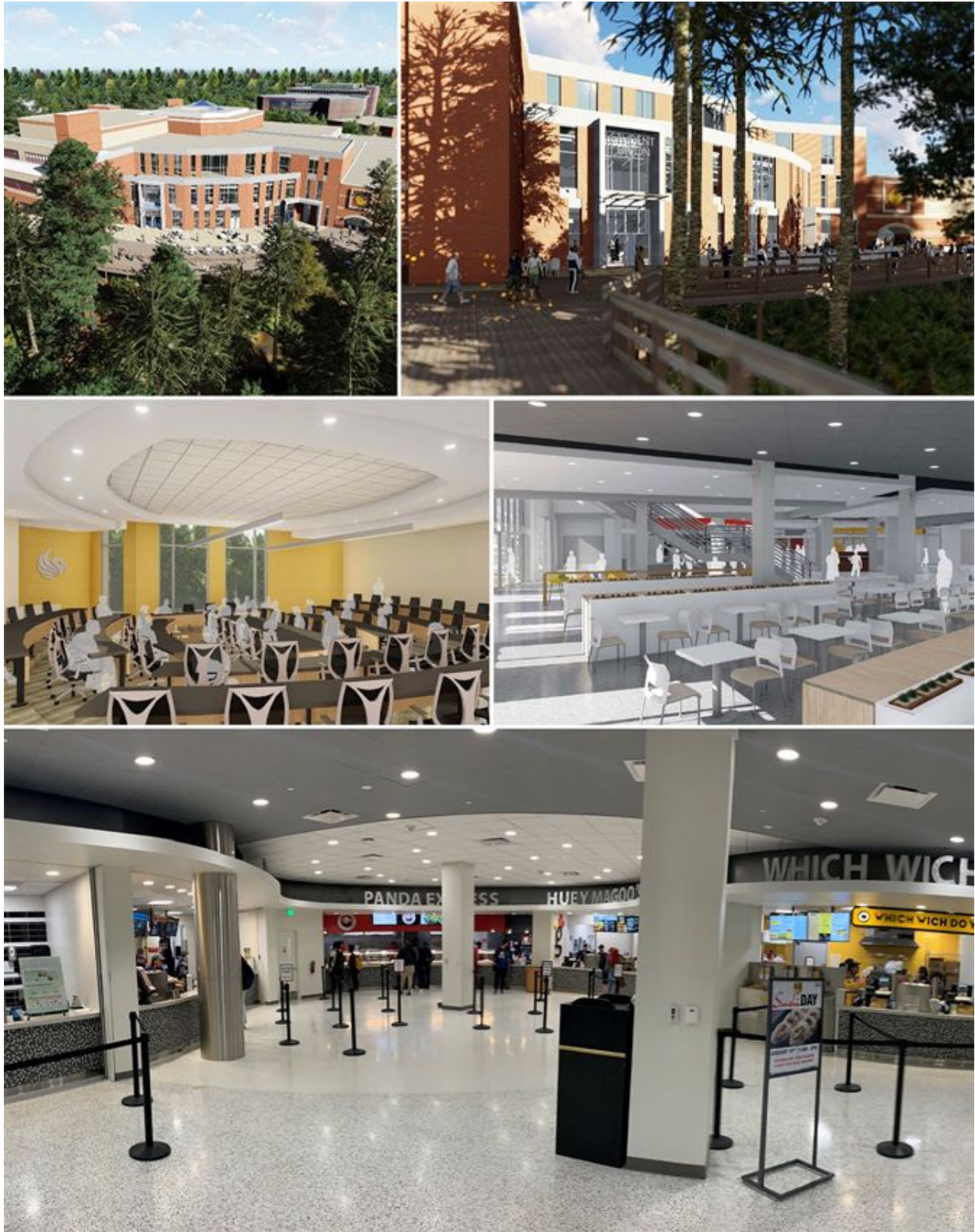
Note that the project cost and schedule information above only includes information for Phases 2, 3, and 4. When Phase 1, the Chili's renovation, and Aramark equipment costs are included, the total project cost is approximately \$21.2M. The overall project budget is divided into multiple pieces, and as Phase 3 and 4 have just started construction, the final budget is not yet known and is listed as "TBD" above. As of January 2019, the project is on budget, though it is fair to say that the budget is extremely tight with little project contingency. FP&C is working with the entire project team to keep the project on budget and avoid the need for additional funding from Business Services.

The project has experienced delays during design and construction for various reasons, including navigating solutions to many unforeseen conditions discovered during the renovation, redesign of some building systems during construction, and additional time for enhanced commissioning activities. However, FP&C believes that the most difficult portion of the project—the renovation—is behind us.

The food court is now fully operational, in that three of the five brands opened in September 2018 and the remaining two opened in January 2019. Many minor punch list and commissioning items remain, and will be finished over the coming months as Phases 3 & 4 (the building expansion) starts. The new food court is a fantastic campus amenity, and FP&C is excited to start construction on Phases 3 and 4, which will expand square footage for use by students, faculty, and staff.



## STUDENT UNION RENOVATION PHASE 2 Renderings and Photo





## BASEBALL STADIUM EXPANSION

PLANNED COST:	\$3,826,622.69
ACTUAL COST:	\$3,812,871.10
PROJECTED TIMELINE:	November 2017 to March 2018
ACTUAL TIMELINE:	November 2017 to March 2018
BOT SUBMISSION:	Project specific approval request, approved by the BOT on October 26, 2017

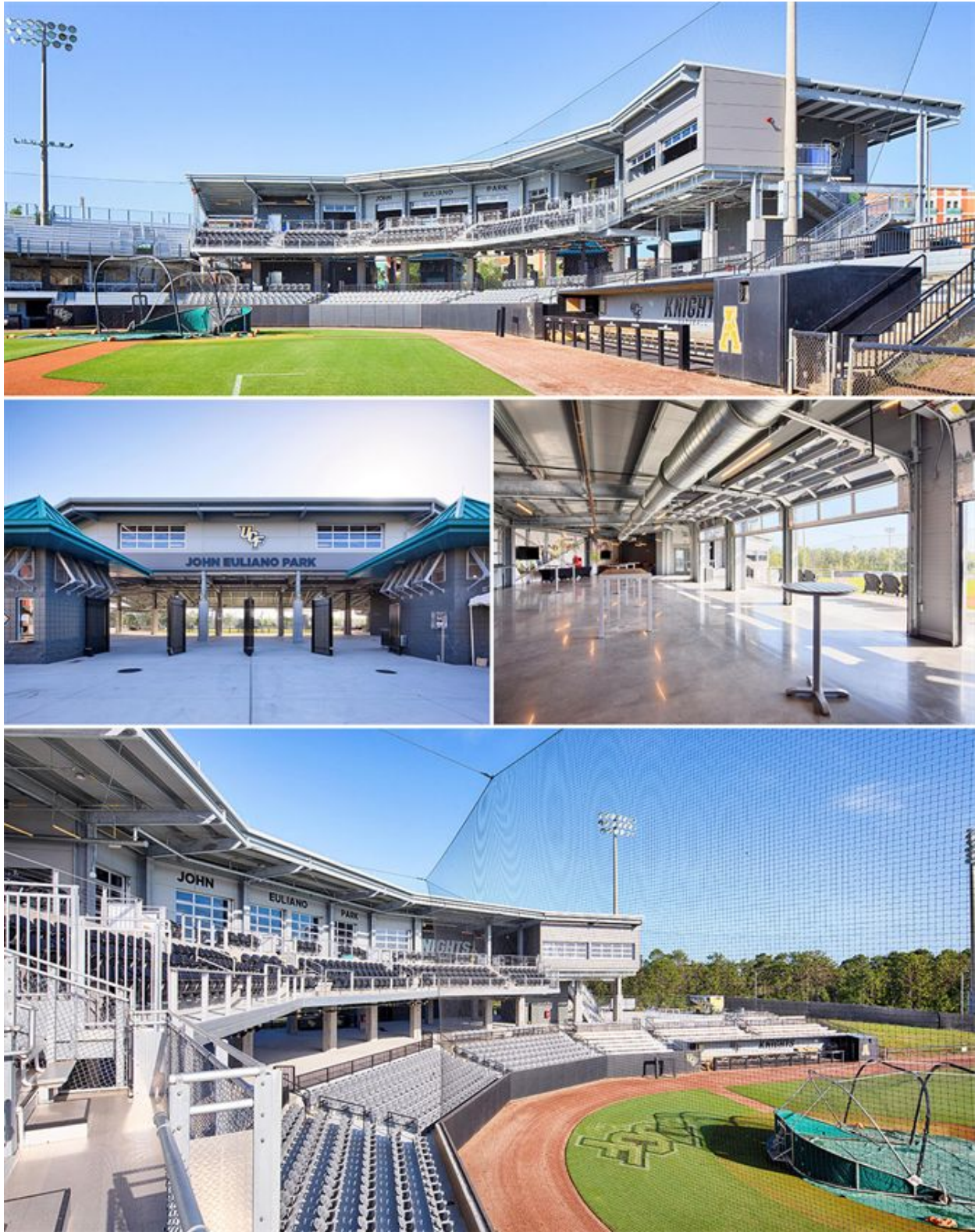
\* Planned Cost and Actual Cost were increased from the previous submission due to added Design and PM Services costs and expenses.

### PROJECT DESCRIPTION:

The Baseball Stadium Expansion was designed to greatly enhance the fan experience by adding a second story, which includes approximately 300 premium seats and an open-air reception space behind home plate. The project also relocated the press box to the new second floor, giving it a better view of the field and making room for additional ground floor seating.

The project began construction in November 2017, continued through the baseball season, and was completed in March 2018. The ability to continue to host baseball games throughout construction was critical, and required extra effort from all parties. As stakeholders, the Architect, Construction Manager, FP&C, and Athletics all recognized the importance of working together to overcome these challenging construction circumstances. For example, all parties worked closely with the Building Department to set criteria which would allow safe temporary occupancy of ground level seating, while construction took place on the second floor. This strategy allowed for stadium occupancy in February 2018, with construction completed in March 2018.

## BASEBALL STADIUM EXPANSION Photos



## UCF Global

PLANNED COST:	\$16,801,030.69
ACTUAL COST:	\$16,604,487.67
PROJECTED TIMELINE:	November 2014 to November 2015
ACTUAL TIMELINE:	November 2014 to April 2016 (explanation follows)
BOT SUBMISSION:	Project specific approval request, approved by the BOT on May 22, 2014

### PROJECT DESCRIPTION:

UCF Global, a 54,780 gsf LEED Gold Certified project, serves as the primary campus hub for more than 2,000 international students, as well as faculty and staff. The building contains over 40 offices and over 20 classrooms. The building opened in 2016 and includes the English Language Institute, Travel Abroad programs, and Undergraduate and Graduate support programs.

The project's major milestones were:

- Schematic Design Documents, completed in July 2014
- Design Development Documents, completed in September 2014
- 50% Construction Documents, completed in October 2014
- 100% Construction Documents, completed in November 2014
- Early site GMP contract, approved in November 2014
- Full building GMP contract, approved in February 2015
- Certificate of Occupancy, issued in April 2016

UCF Global is the first project on campus to use a chilled beam HVAC system, circulating chilled water above the ceilings to individual chilled beams, which, in turn, function as radiators to heat or cool individual spaces. This system is more energy efficient than traditional Variable Air Volume (VAV) systems, which push hot or cold air into individual spaces. Due to the building's design and function, the use of chilled beams, and other sustainable features, UCF Global is 34.5% more energy efficient than a building designed and built to minimum code standards. These features provide significant long-term energy savings to the university.

The project experienced several design element changes during construction, including those to interior offices, common spaces, classrooms, a meditation room, and the addition of a catering kitchen. These design changes, along with contractor material delays and commissioning challenges, pushed the opening date to April 2016.

UCF Global earned several awards for its progressive and energy efficient design:

- Florida Educational Facilities Planners Association (FEFPA) First Place Design Award, 2017
- United States Green Building Council (USGBC) LEED New Construction Project of the Year (Florida Chapter), 2017
- Orange County Sustainable Project of the Year Award, 2017





## UCF Global Photos



ITEM: INFO-2

**UCF BOARD OF TRUSTEES**  
**Finance and Facilities Committee**  
**July 18, 2019**

**Title:** 2019-20 University Operating Budget Amendment

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**Background:**

On June 19, 2019 the Board of Trustees approved the 2019-20 University Operating Budget in accordance with BOG Regulation 9.007, *State University Operating Budgets*. This information item is to provide an update on a reduction to the budget following the Governor's veto of \$1,693,525 Education and General recurring funding for operation of the UCF Downtown campus.

**Issues to be Considered:**

N/A

**Alternatives to Decision:**

N/A

**Fiscal Impact and Source of Funding:**

Management will review funding for Downtown Campus operations in conjunction with other university priorities and available funding to determine the best course of action.

**Recommended Action:**

No board action. This is an information item only.

**Authority for Board of Trustees Action:**

For information only.

**Committee Chair or Chairman of the Board approval:**

Approved by Chair Alex Martins.

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**Submitted by:**

Dennis Crudele, Interim Chief Financial Officer

**Supporting Documentation:**

None

**Facilitators/Presenters:**

Dennis Crudele, Interim Chief Financial Officer