

Leon County Research and Development Authority
Executive Committee Meeting
Knight Administrative Centre
1736 W Paul Dirac Dr 32310

January 28, 2019
2:00pm to 4:00pm

Agenda

1. Call to Order.
2. Introduction of Guests
3. Modifications to the Agenda
4. Public Comment
5. Approval of Draft Meeting Minutes, September 19, 2018 (Attachment A)
6. IBR 19-01 HVAC Preventative Maintenance & Repair Agreement (Attachment B1-B4)

Staff requests approval of its recommendation to award Informal Bid Request 19-01 to the lowest bidder Engineered Cooling Services, Inc. (ECS.) The authority received two bids in response to its request and ECS price is \$13,797.48 per year, which was \$482.52 per year less than the second bidder. The agreement is for one year with Authority options for two additional one-year terms at the same price.
7. Collins Building Renovation (Attachment C1-C2)

Staff requests approval to issue RFP 19-02 for partial renovation of the Collins Building to allow for relocation of the Authority offices and Knight tenants, to begin developing programs, and to begin incubating companies. Renovations will include basic clean up and repairs necessary to get the lab ready for general use of one private lab, and a large shared lab. Renovations are expected to cost between \$50,000 and \$60,000 for carpet, paint, ceiling tiles, repairs to doors, partitioning doors, kitchen plumbing and cabinets, and partition wall removal to create a large meeting room. A detailed furniture and equipment budget will be submitted separately but will not exceed \$25,000. This amount was not previously budgeted and would come from reserve funds if approved by the Board.
8. Innovation Park TLH, Inc. Non-profit Incorporation Documents (Attachment D1-D3)

Staff requests approval of the Articles of Incorporation, Bylaws, and Organization Action documents, and direction to file documents with the State of Florida necessary to create the Innovation Park TLH, Inc. non-profit corporation. The documents as prepared differ from the direction previously given by the Board. Upon further review by General Counsel, the Authority did not qualify to create the previously proposed structure. Staff will provide further details at the meeting.
9. Strategic Plan Draft Discussion (Attachment E1-E2)
10. Chair's Report
11. Staff Reports
 - a. Executive Director
 - b. Director of Entrepreneurship
 - c. Director of Programs and Communications
12. New Business
13. Adjourn

Leon County Research and Development Authority
Executive Committee Meeting
Knight Administrative Centre
1736 W Paul Dirac Drive 32310
Thursday, September 19, 2018, 3:00pm

DRAFT Minutes

Members in Attendance: Chair Dave Ramsay, Immediate Past Chair Anne Longman, Member at Large Kristin Dozier (via telephone), Treasurer April Salter, Vice Chair Kim Williams.

Members Absent: None.

Others in Attendance: LCRDA Staff: Ron Miller, Executive Director; Denise Bilbow, Director of Programs and Communications; Peggy Bielby, Administrative Coordinator.

1. Call to Order

The meeting was called to order at 3:00pm.

2. Introduction of Guests

All present introduced themselves.

3. Modifications to the Agenda

As required by the Bylaws, the Committee must vote to approve Kristin Dozier's participation in the meeting via telephone.

April Salter offered a motion to allow Kristin Dozier to participate on the meeting by electronic means. Kim Williams seconded the motion, which passed 4-0 with Kristin Dozier ineligible to vote on this motion.

4. Public Comment

None.

5. Approval of Draft Meeting Minutes, July 23, 2018

April Salter offered a motion to approve the July 23, 2018 Executive Committee meeting minutes. Anne Longman seconded the motion, which passed unanimously.

6. Property and Casualty Insurance Renewal

Staff requests approval of Brown and Brown's proposal to renew and bind property & casualty insurance with incumbent carriers at a total annual premium of \$52,857.43, an increase of \$1,289.18 (2.5%) over the prior year and reflects an increase in property values and increased business income coverage due to rising lease income. The renewal policies are under the same terms and conditions but with some coverage enhancements. Consistent with the broker agreement the broker did seek proposals from competing carriers this year—that information is attached to the proposal.

Kim Williams offered a motion to approve the renewal proposal. Anne Longman seconded the motion which passed unanimously.

7. Draft Budget FY 2018-2019

The Budget Committee recommends board approval of the draft budget for fiscal year 2018-19. The narrative explains any significant changes to the budget from prior years.

Anne Longman offered a motion to approve the FY 2018-2019 budget. Kim Williams seconded the motion which passed unanimously.

8. EDA Grant Application –Ron Miller, Executive Director

Ron Miller explained that the Authority has an opportunity to apply for an increased EDA Grant funding 60:40 match request for the construction of a new high-tech incubator/accelerator. FSU has committed \$2.5 million to the project. If the OEV revised funding request of \$2.5 million is approved by the Blueprint IA Board, and the Authority commits to provide \$1.8 million, the EDA grant amount requested is \$10.2 million with a local match total of \$6.8 million. In light of this opportunity, the Executive Committee is requested to re-allocate the \$1.8 million from the budgeted renovation of the Collins Building to the construction of a new high-tech incubator/accelerator.

Kim Williams offered a motion to approve committing \$1.8 million as matching funds for the EDA grant application toward the construction of a new high-tech incubator/accelerator. April Salter seconded the motion, which passed unanimously.

9. RFQ 18-04 Design Criteria Professional Services – Collins Building

The RFQ 18-04 Evaluation Committee's requests approval of its recommendation to award a contract to Hoy + Stark Architects, P.A. for performance of Design Criteria Professional Services for the Collins Building Renovation. The contact is for fixed fee of \$42,171.52 to be paid in monthly installments based on work completed as specified in the agreement. The funds previously committed to this project were shifted by the committee to the EDA grant application matching funds. *Anne Longman offered a motion to table this agenda item, Kim Williams seconded the motion, which passed unanimously.*

10. Executive Director Annual Review

The Employment Agreement with the Executive Director, as amended in 2015, requires in part: Paragraph 3(d), "On or before September 30th of each subsequent year, throughout the term of this agreement, the Authority will conduct an evaluation of the Employee's performance"; and, Paragraph 4(a)(iii), "On or before September 30th of each subsequent year, The Board of Governors shall provide adjustments to the Base Salary, based upon the Employee's performance evaluation and completion of goals and objectives, as set forth annually in advance and in writing by the Board of Governors, and agreed to by the Parties ("Merit Pay Adjustments"). Goals and objectives shall be specific, measurable, achievable, realistic, and timely in accordance with good goal setting practices." A summary of board member evaluation responses, the Executive Director's Salary History, and the most recent AURP Salary Survey were reviewed.

After discussion, Anne Longman offered a motion to increase the Executive Director's annual salary by \$5,000.00 effective October 1, 2018. April Salter seconded the motion which passed unanimously.

11. Chair's Report

Dave Ramsay approved the committee assignments for FY 2018-2019. The Dec. 6, 2018 Board of Governors meeting will be dedicated to an all-day strategic planning session. In spring 2019 the Board will form a compensation committee to review and evaluate the compensation and benefits for all Authority staff and bring back recommendations to the Board.

12. Staff Reports

Denise Bilbow reported on the SBIR/STTR workshop, Tech Topics, signage improvements. Innovation Hunt is Sept. 29, EEP class starts Oct. 2, I-Corps is scheduled for Oct. 24. Science Week will include a partnership with the MagLab and the College of Engineering.

Ron Miller reported that the central pond trail is ready to permit, and the trail should be completed by Spring 2019. The 501(c)(3) for the incubator/accelerator is being formed.

13. New Business

None.

14. Adjourn

The meeting adjourned at 5:07pm.

PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement (this “Agreement”) is entered into this **7th day of February, 2019** (the “Effective Date”) by and between the **Leon County Research and Development Authority**, a public Authority created pursuant to Chapter 159, Part V, Florida Statutes, having its principal place of business in Tallahassee, Florida (the “Authority”), and - **Engineered Cooling Services, Inc.**, a State of Florida Foreign Profit Corporation having its principal place of business in Pensacola, Florida (the “Contractor”).

WHEREAS, the Authority issued IBR Number 19-01 HVAC Preventative Maintenance and Repair Services on December 3, 2018, and;

WHEREAS, the Authority wishes to allow for the Contractor to provide HVAC Preventative Maintenance and Repair Services independent of the Authority, and the Contractor desires to provide such services;

NOW, THEREFORE, in consideration of the mutual promises hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Authority and the Contractor hereby agree as follows:

1. **SERVICES.** The Authority hereby allows the Contractor to provide the services described in Exhibit “A” attached hereto and made a part hereof (the “Services”), upon the terms and subject to the conditions of this Agreement.
2. **TERM.** The Agreement shall become effective for one (1) year commencing March 1, 2019, and terminate on February 29, 2020, unless terminated in accordance with the provisions of paragraphs 8 or 9.
3. **OPTION TO EXTEND.** The Authority shall have the option to extend the contract for two (2) additional one (1) year terms upon sixty (60) days written notice prior to the end of the then expiring term and any extensions thereof. This agreement may be extended in additional one (1) year terms by mutual agreement of the parties.
4. **COMPENSATION.** The amount of compensation payable by the Authority to Contractor shall be based on the rates and schedules described in Exhibit “B” attached hereto and made a part hereof. Unless otherwise specifically provided in Exhibit “B”, payment shall be made within thirty (30) days after receipt of Contractor’s invoice, which shall be accompanied by sufficient supporting documentation and contain sufficient detail to allow a proper audit of expenditures should the Authority require one to be performed.
5. **COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS.** Contractor shall, in its performance of this Agreement, comply fully with all federal, state, county and other municipal laws and regulations, as they may be amended from time to time.
6. **INDEMNIFICATION.** Contractor shall indemnify, defend and hold harmless the Authority, its partners, officers, directors, shareholders, employees and agents (collectively referred to as “Indemnities”) and each of them from and against all loss, costs, penalties, fines, damages, claims, expenses (including reasonable attorney’s fees) or liabilities (collectively

referred to as “Liabilities”) by reason of any injury to or death of any person or damage to or destruction or loss of any property arising out of, resulting from or in connection with (i) the performance or non-performance of the Services contemplated by this Agreement which is or is alleged to be directly caused, in whole or in part, by any act, omission, default or negligence (whether active or passive) of Contractor or its employees, agents or subcontractors (collectively referred to as “Contractor”) or (ii) the failure of the Contractor to comply with any of the paragraphs herein or the failure of the Contractor to conform to statutes, ordinances or other regulations or requirements of any governmental authority, federal, state or local, in connection with the performance of this Agreement. Contractor expressly agrees to indemnify and hold harmless the Indemnities, or any of them, from and against all liabilities which may be asserted by an employee or former employee of Contractor, or any of its subcontractors, as provided above, for which the Contractor’s liability to such employee or former employee would otherwise be limited to payments under state Workers’ Compensation or similar laws. The indemnity set forth herein shall be in addition to those indemnities otherwise provided by law.

7. INSURANCE. Contractor shall, at all times during the term hereof, maintain the insurance coverages as set forth in Exhibit “C” attached hereto and made a part hereof.

8. CANCELLATION OR DEFAULT. In the event the Contractor’s performance is deficient, the Authority shall notify the Contractor in writing of the deficiencies and the Contractor shall have ten (10) days to correct such deficiencies. Should the Contractor fail to take appropriate action (acceptable to the Authority in its sole discretion) to correct such deficiencies, the Authority, in addition to all remedies available to it by law, may immediately upon written notice to Contractor by U.S. Mail terminate this Agreement whereupon all payments, advances or other compensation paid by Authority to the Contractor while Contractor was in default shall be immediately returned to the Authority. Contractor understands and agrees that termination of this Agreement under this section shall not release Contractor from any obligation accruing prior to the effective date of termination.

9. AUTHORITY’S RIGHT TO TERMINATE. The Authority shall have the right to terminate this Agreement, in its sole discretion, at any time, by giving written notice to Contractor at least thirty (30) days prior to the effective date of such termination. In such event, the Authority shall pay to Contractor compensation for Services rendered and expenses incurred prior to the effective date of termination. In no event shall the Authority be liable to Contractor for any additional compensation, other than that provided herein, or for any consequential or incidental damages.

10. TERMINATION OF PARTICULAR LOCATIONS. The Authority reserves the right to terminate at will, any particular location(s). Should it become necessary to add new locations to the Agreement, a new Agreement amount shall be negotiated to include such new location(s) and shall coincide with the existing Agreement terms. Should the Authority and Contractor fail to agree upon an amount to be charged for new location, the Authority reserves the right to award such location(s) as it deems necessary.

11. STRIKES OR LOCKOUTS. In the event the Contractor should become involved in a labor dispute, strike or lockout, it shall be required to make whatever arrangements that may be necessary to ensure that the conditions of the Contract are met in their entirety. Should the Contractor be unable to fulfill the Contract requirements, the Authority reserves the right to make

alternative arrangements to insure the satisfactory completion of work Contractor is unable to perform. Any costs, provided those costs would have been covered under this Agreement, incurred by the Authority as a result of such job action shall be the responsibility of the Contractor.

Under no circumstances, shall either party be liable for any loss, damage or delay due to any cause beyond either party's reasonable control, including but not limited to acts of government, strikes, lockouts, labor disputes, fires, explosion, theft, weather damage, flood, earthquake, riot, civil commotion, war, malicious mischief or act of God. However, in connection with any causes, if the Contractor has a duty to take certain actions, it shall be responsible for the losses caused by the Contractor's negligent acts or omissions.

Under no circumstances, shall either party be liable for special, indirect or consequential damages of any kind including, but not limited to, loss of profits, loss of good will, loss of business opportunity, additional financing costs or loss of use of any equipment or property, whether in contract, tort, warranty or otherwise, notwithstanding any indemnity provision to the contrary.

12. NOTICES. All notices or other communications required under this Agreement shall be in writing and shall be given by hand delivery, by U.S. Mail, or by recognized overnight courier at the address indicated herein or to such other address as a party may designate by notice given as herein provided. Notice shall be deemed given on the day on which personally delivered, or if by mail, on the fifth day after being posted or the date of actual delivery, whichever is earlier, or if by courier, on the date of receipt.

To Authority:

Leon County Research and Development Authority
Attention: Executive Director
1736 W. Paul Dirac Drive
Tallahassee, FL 32303
Email: rmiller@inn-park.com

To Contractor:

Engineered Cooling Services, Inc.
Attention: Brooks Brandewie, Senior Account Executive
3739 Peddie Drive
Tallahassee, FL 32303
Email: bbrandewie@engineeredcooling.com

13. MISCELLANEOUS

- a. This Agreement shall be construed and enforced according to the laws of the State of Florida. Venue for all purposes shall be Leon County, Florida.
- b. The captions in this Agreement are inserted for convenience of reference and in no way define, describe or limit the scope or intent of the provisions of this Agreement.
- c. No waiver or breach of any provision of this Agreement shall constitute a waiver of any subsequent breach of the same or any other provision hereof, and no waiver shall be effective unless made in writing.

- d. Should any provision, paragraph, sentence, word or phrase contained in this Agreement be determined by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable under the laws of the State of Florida, such provision, paragraph, sentence, word or phrase shall be deemed modified to the extent necessary in order to conform with such laws or if not modifiable, then same shall be deemed severable, and in either event, the remaining terms and provisions of this Agreement shall remain unmodified and in full force and effect or limitation of its use.
- e. The filing of any petitions in bankruptcy whether voluntary or involuntary on the part of Contractor, shall give Authority the right to terminate this Agreement.
- f. No amendment, change, or modification of this Agreement shall be valid or binding upon the parties unless same shall be in writing and signed by the parties.
- g. This agreement, including all attachments and exhibits thereto, constitutes the full agreement of the parties and there are no further or other agreements, statements or warranties, whether written or oral, relied upon or in between them relating to the subject matter hereof, except as expressly herein stated. This Agreement shall inure to the benefit of and be binding upon the parties, their successors and assigns.
- h. This Agreement shall not be assigned by Contractor, in whole or in part, without the prior written consent of the Authority, which may be withheld or conditioned, in the Authority's sole discretion, and any such purported assignment in breach of this Agreement shall be null and void. The Authority reserves the right to assign this Agreement without first obtaining the consent of Contractor.
- i. The prevailing party in any action or proceeding to enforce this Agreement or for damages or declaratory relief in connection herewith shall be entitled to recover its reasonable costs and expenses, including attorney's fees, and costs through litigation, all appeals and any bankruptcy proceedings. Authority's liability to pay such costs and expenses shall be limited to the extent provided in Section 768.28 Florida Statutes, as may be amended from time to time. Nothing herein shall be construed to be a waiver of Authority's sovereign immunity.
- j. Contractor shall be an independent contractor and not an employee, partner or joint venture of Authority under this Agreement. Contractor shall be responsible for all income taxes, social security taxes, self-employment taxes and any other taxes to which Contractor or Authority may be subject to as a result of this Agreement or Contractor's performance hereunder.
- k. Contractor shall comply with all Authority rules and regulations, as they may be amended from time to time, governing access to and conduct on the property.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first written above.

THE CONTRACTOR

Engineered Cooling Services, Inc.,
a State of Florida Foreign Profit Corporation

By:  _____

Name: Brooks Brandewie

Title: Senior Account Executive

THE AUTHORITY

Leon County Research and Development Authority,
a public Authority created pursuant to Chapter 159, Part V, Florida Statutes

By: _____

Name: David B. Ramsay

Title: Chair

EXHIBIT A SCOPE OF SERVICES

1. INTENT

The purpose of this contract is to provide the Authority with preventative maintenance and repair service for Heating, Ventilating, and Air Conditioning Systems in Innovation Park.

2. LABOR AND MATERIALS

The Contractor, at its sole cost, shall furnish all labor, materials for preventative maintenance, tools, transportation, payroll, taxes, insurance, sales taxes, equipment, permits and fees necessary to properly perform all services according to the specifications set forth in this agreement. The Authority assumes no responsibility for equipment, tools, materials or any other items used in the performance of Contractor's work. This shall include any stored materials and supplies, if any. The Contractor is solely responsible for the handling of any items necessary for it to perform its work.

3. INDEPENDENT CONTRACTORS

Contractor will not be allowed to treat employees as independent contractors. No individuals or subcontractors classified as independent contractors, pursuant to the United States Internal Revenue Service definition, shall be permitted to work on any part of this contract, or in or on the premises of any Authority building, as an express term and condition of this bid. Contractor shall accept full responsibility for ensuring that adequate Worker's Compensation Insurance is available for each of his employees.

4. SAFETY

The Contractor shall, prior to commencing work, thoroughly examine and become familiar with the system(s) and associated facilities to ensure the service can be completed in an orderly, safe manner. In addition, the Contractor shall maintain a safe work environment at all times. The technician shall report immediately to the Authority's Property Manager or designee the existence of unsafe condition(s) which will compromise the performance of service. Safety will be the sole responsibility of the Contractor. The Contractor shall take all necessary precautions for the safety of Contractor's employees and the general public and shall erect and properly maintain at all times all necessary facility safeguards for the protection of the Contractor's employees and the general public. If necessary, the Contractor shall post signs warning against hazards in and around the work site.

The Contractor shall provide all of the necessary equipment and tools required to perform the services of this contract. The equipment and tools shall be well maintained, calibrated, and in proper working order before use in the performance of the service.

The Contractor shall maintain documentation that all employees have been trained in appropriate safety measures to ensure Contractor's employees are performing their work in a safe manner.

5. PERSONNEL

a. Contract Manager

Contractor shall arrange for a contract manager (which may be the Contractor himself) and an alternate to be the primary contacts for services. The contract manager or alternate must respond within 30 minutes.

The contract manager will receive notices, reports, or requests for service from the Property Manager of the Authority or her representative, (herein after referred to as the "Property

Manager”) and shall be available at all times when the contract work is in progress. It is the policy of the Authority that Authority direction or supervision of Contractor’s employees, directly or indirectly, shall not be exercised.

b. Employees

All employees assigned by the Contractor to perform the work as outlined under this contract shall be physically able to do their assigned work. It shall be the Contractor’s responsibility to ensure that all employees meet the physical standards to perform the work assigned.

6. ACCESS TO LOCATIONS

Contractor’s staff must wear photo identification displaying the company name and employee name on their person when performing work at any buildings. All personnel or agents or the contractor must observe all rules and regulations in effect at the buildings.

Employees or agents of the contractor, while on Authority property, shall be subject to the control of the Authority, but under no circumstances shall persons be deemed to be employees or agents of the Authority.

7. INVOICING

An invoice will be generated after each Preventative Maintenance service has been performed. Invoices for Preventative Maintenance and associated materials shall be billed at the applicable contract rates of which shall not be exceeded.

Each service call or additional work request shall generate a separate invoice detailing the labor charge and the parts and materials.

All invoices must be separated by building and include description of service performed.

Each invoice shall have attached a final service report referencing all service activity performed including the date, hours worked, and type of work performed.

8. CONTRACTOR CLIENT MANAGER

The contractor shall assign one responsible managing employee to act as the Authority’s client manager. This client manager shall be assigned to the Authority as requested and provide reporting as described herein.

Upon request, client manager shall meet with the Authority’s Property Manager or designee to review all open work, service reports and any proactive recommendations by the contractor. Contractor shall not invoice for time spent at these meetings.

9. MATERIAL SAFETY DATA SHEET

Contractor shall supply MSDS for all products to be used on site prior to start of work and in sufficient time to allow notice to be posted at buildings.

10. INVENTORY

Contractor shall maintain an adequate inventory of commonly used replacement parts/ equipment, service tools within the contractor’s warehouse, or service vans, in order that emergency repairs can be made to Authority equipment at once with a minimum of shut down time.

11. PREVENTATIVE MAINTENANCE SERVICES

The Contractor shall furnish all air filters, belts, lubricants, condensate pan tablets quarterly at no additional cost. All other replacement parts shall be procured according to the “REPAIRS” provisions

in these specifications. All repairs during inspections in excess of \$250.00 will require the prior approval of the Authority's Property Manager or designee. This contract will cover all HVAC equipment maintained by the Authority in the below listed buildings.

	PROPERTY NAME	PROPERTY ADDRESS
1	Collins Building	2051 E Paul Dirac Dr
2	Knight Administration Centre	1736 W Paul Dirac Dr
3	Johnson	2035 E Paul Dirac Dr
4	Morgan	2035 E Paul Dirac Dr
5	Phipps	2007 E Paul Dirac Dr

a. Quarterly Preventative Maintenance Services

At the inception of each contract year, the Contractor shall establish with the Authority's Property Manager a schedule for each quarterly preventative maintenance to be performed. Services shall be scheduled 3 months apart with variation of no more or less than one week. Changes to scheduled maintenance must be approved by the Authority's Property Manager. The following shall be performed at each quarterly preventative maintenance service:

- i. Replace air filters. Filters shall have a MERV rating of 9 or higher.
- ii. Check overall operation of system
- iii. Check and adjust belts and replace belts, as needed
- iv. Flush drain lines
- v. Check all ductwork for loose or broken connections, repair any abnormalities found, and record work performed
- vi. Check all damper motors for proper stroke, adjust as required to insure proper operation with no binding
- vii. Check all linkages, adjust as needed and replace badly worn units
- viii. Clean all debris from equipment housing
- ix. Check all motors and compressors for proper voltage and amperage draw
- x. Lubricate all motors and bearings as required, check bearings for noise, fan blades for clearance, etc.
- xi. Check condensate drain, pans and piping
- xii. Check and adjust, as necessary, all equipment controls and safeties for proper operation including but not limited to thermostats, relays, line starters, control coils, freeze stats, fire stats, fan cycling switches, and high- and low-pressure cutouts
- xiii. Check and tighten all electrical connections blow out control cabinets with compressed air
- xiv. Vacuum filter section, as needed
- xv. Check heating equipment and adjust as necessary
- xvi. Check amperage on heater elements and fan motor against rated amperages
- xvii. Check for plugged strainers or nozzles and clean as necessary
- xviii. Check refrigerant charge and record temperature, if low, find and repair leak, and recharge system

- xix. Clean condensate pans thoroughly and install new algae treatment tablet
- xx. Compile the temperature difference of AC outlet air vs. room temperature on a sampling of the units in each building and provide a report of these measurements.
- xxi. Prepare a preventative maintenance service report with the following information: air range, suction and discharge pressures, amperage readings and rated amperages, ambient air temperatures
- xxii. Check for any mold and/or mildew contamination. Report findings to Authority's Property Manager or designee.
- xxiii. Calibrate all controllers as needed
- xxiv. Check that all electrical and equipment covers are in place and in good condition. Replace as required and report deficiencies
- xxv. Check exhaust fans for proper operation, lubricate all motors and bearings as required, check bearings for noise

b. Other Preventative Maintenance Services

- i. Contractor shall clean evaporator coils and condenser coils as needed, but no less than annually.
- ii. Pre-winter startup of HVAC system (heat pumps and heaters) shall be done to coincide with quarterly tune up, belts/filter servicing in September/October. Pre-winter startup shall check to ensure heating system is working properly and shall include cleaning electric heating coils as recommended by the manufacturer.

12. REPAIRS

During the course of the work, if repairs are identified, Authority approval is required to obtain a purchase order number for the work before contractor may proceed with the repair. Verbal authorization and purchase order number will be provided to contractor via telephone. Purchase order number must be included on the invoice. For repairs in excess of \$250.00 identified during afterhours or emergency call-ins, the Authority's Property Manager or designee shall be contacted by telephone for advisement and approval.

13. RESPONSE TIME

The Contractor shall be available for emergency calls on a twenty-four (24) hour basis, seven days a week. The Contractor shall have the ability to respond to Emergency service calls with a one (1) hour on-site response time. Three (3) documented failures to comply may be considered cause for termination of contract.

Response time for emergency repairs shall not exceed three (3) hours total on Saturday, Sunday and holidays. Emergency service calls shall be defined as unit failures that cannot await regular scheduling.

Contractor shall respond and commence work within three (3) hours or less for regular repairs which may include but not be limited to equipment malfunctions.

Emergency service during overtime hours that require major repairs or parts not normally carried by the responding mechanic will be scheduled for completion the next regular business day.

Responding to afterhours emergency service calls, the contractor will affect any temporary repairs required, leaving the equipment in safe operating condition. Should emergency repairs not be able to be completed by the close of business the contractor is to notify the Authority's Property Manager or designee and advise of the outstanding condition and required action and/or parts and effect permanent repair the following day or as otherwise agreed to.

14. DEFINITION OF REGULAR AND OVERTIME HOURS

Regular business hours are defined as any hours worked between 7:00 AM and 5:00 PM, Monday through Friday. Overtime hours are defined as any work performed outside of "Regular Business" work hours; which include New Year's Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day and Christmas Day.

15. TIME AND MATERIAL WORK

All quotes for work shall include a cost breakdown submitted by the contractor as follows: labor rate, quantity of hours, materials list, wholesale cost (with evidence of same) and mark up, at applicable contract rates.

The Authority reserves the right to delete or add additional units as needed, at contract bid prices.

Each call shall generate a separate invoice detailing the labor charge and the parts/materials as outlined above.

All invoices are required to include a separate purchase order number, which can be obtained by calling the Authority's Property Manager.

16. HOURLY LABOR RATE

The Authority does not guarantee any minimum number of hours and will pay only for the actual number of hours authorized and worked at the site. The labor charge shall include all travel. No additional travel time will be honored.

17. MATERIALS

Parts / Materials Prices: All materials, not otherwise provided under the preventative maintenance portion of the agreement, shall be invoiced at actual wholesale cost plus a percentage (%) markup as specified in Exhibit B. Copies of the contractor's own purchase invoices reflecting actual costs shall accompany each invoice to the Authority.

All materials and parts utilized shall be new. For units under warranty, only Original Equipment Manufacturers (OEM) parts shall be used, unless otherwise approved in advance of order and installation.

18. REPORT PROCEDURE

Following each visit, the Contractor shall furnish the Authority's Property Manager or designee a written acknowledgement detailing all preventative maintenance examinations, repairs, tests and any other vital information for each unit, on a separate submittal for each building.

19. SERVICE TAG

All technicians shall complete a service tag/sticker and attach it to the serviced equipment after completion of work. The service tag/sticker shall be used to document the following information: the date serviced, the name of the technician(s), and a description of the service(s) performed. The service tag/sticker must contain adequate space to document future repairs and must be placed in a location to prevent weather related damages. **The technician shall not place the new service tag over pre-existing service tags, including tags that have previous history and repairs.**

20. FAULTY MATERIALS

The contractor shall take full responsibility for faulty materials and shall remedy all defects due thereto, at no additional cost to Authority, and pay any damage to other resulting there from, which shall appear within one (1) year. The Authority shall give notice of observed defects with reasonable promptness.

21. PERMITS

The contractor shall be responsible to secure the construction permit, if required, for every project before commencement of work.

22. SUBCONTRACTING

Contractor shall not subcontract any work without first obtaining the prior approval of the Authority's Property Manager, which approval may be withheld in his/her sole discretion, but in no case shall such consent relieve the Contractor from its obligations or change the terms of the contract.

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**EXHIBIT B
COMPENSATION**

The Contract shall be paid based upon the scope of work and service visits outlined in Exhibit A of attach. Additional Services to be billed separately.

	Property Name	Property Address	Year 1		Year 2		Year 3	
			Cost per Quarter	Annual Cost	Cost per Quarter	Annual Cost	Cost per Quarter	Annual Cost
1	Collins	2051 E Paul Dirac Dr	\$907.44	\$3,629.76	\$907.44	\$3,629.76	\$907.44	\$3,629.76
2	Knight	1736 W Paul Dirac Dr	67.63	270.52	67.63	270.52	67.63	270.52
3	Johnson	2035 E Paul Dirac Dr	1,572.50	6,290.00	1,572.50	6,290.00	1,572.50	6,290.00
4	Morgan	2035 E Paul Dirac Dr	676.35	2,705.40	676.35	2,705.40	676.35	2,705.40
5	Phipps	2007 E Paul Dirac Dr	225.45	901.80	225.45	901.80	225.45	901.80
	TOTAL		\$3,449.37	\$13,797.48	\$3,449.37	\$13,797.48	\$3,449.37	\$13,797.48

In the event, it becomes necessary to add or delete a unit from those listed in Exhibit D, the below cost will be used to adjust the contract cost to accommodate such addition or deletion of unit(s).

HVAC REPAIR SERVICES

a. Hourly Rates

Foreman/Journeyman

Normal Working Hours, Monday through Friday,
7:00 a.m. to 5:00 p.m.

\$85.00 Per Hour

Overtime Hours, Monday through Friday, after 5:00 p.m.
And Saturday/Sunday/Holidays

\$127.50 Per Hour

b. Materials/Equipment Cost Plus 20%

The above unit prices listed in the Price Schedule shall include all labor, materials, removal, overhead, profit, insurance, and any other cost necessary to cover the finished work of the several kinds called for.

EXHIBIT C INSURANCE

- a. **CONTRACTOR'S INSURANCE.** Contractor shall, at its sole cost, maintain limits no less than the following throughout the Term:
- i. **General Liability.** \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage with a \$2,000,000 annual aggregate. Contractor's insurance shall include Authority as an additional insured as provided herein below.
 - ii. **Automobile Liability:** \$1,000,000 combined single limit per accident for bodily injury and property damage for non-owned, hired automobile. Contractor's insurance shall include Authority as an additional insured as provided herein below. The requirements of this provision may be waived upon submission by Contractor of a written statement that no automobiles are used to conduct business.
 - iii. **Worker's Compensation and Employers Liability:** Insurance covering all employees meeting statutory requirements in compliance with the applicable state and federal laws. In lieu of naming Authority as an additional insured, Contractor shall provide to Authority a waiver of all rights of subrogation against Authority with respect to losses payable under such workers' compensation policy(ies).
- b. **AMENDED INSURANCE REQUIREMENTS.** Authority reserves the right to reasonably amend the insurance requirements to standards reasonable and customary for the size and type of business being conducted by Contractor by the issuance of a notice in writing to Contractor. The Contractor shall provide any other insurance or security reasonably required by Authority.
- c. **DEDUCTIBLES AND SELF-INSURED RETENTIONS.** Any deductibles or self-insured retentions applicable to any of Contractor's policies required above shall be declared to and approved by Authority. Thereafter, at the request of Authority, Contractor shall cause its insurer to reduce or eliminate such deductibles or self-insured retentions as they may apply to Authority, its agents, officers, officials, employees and volunteers or, in lieu of such reductions or eliminations, Contractor shall procure a bond guaranteeing payment of losses and related investigations, claims administration, and defense expenses.
- d. **AUTHORITY AS ADDITIONAL INSURED.** Authority, its agents, officers, officials, employees, and volunteers are to be named and covered as additional insureds, with no limitations on the scope of protection afforded, in all of Contractor's insurance policies, other than workers' compensation policies, that include coverage for the following:
- i. liability arising from, or in connection with, activities performed by, or on behalf of, Contractor;
 - ii. products and completed operations of Contractor;
 - iii. premises owned, occupied, or used by Contractor; or
 - iv. automobiles owned, leased, hired, or borrowed by Contractor.

- e. **CONTRACTOR'S INSURANCE AS PRIMARY.** With regard to claims for injuries to persons or damages to property which may arise from, or in connection with, the performance by Contractor, its agents, representatives, employees, and/or subcontractors of the rights, duties and responsibilities pursuant to this Agreement, Contractor's insurance coverage shall be primary insurance with respect to Authority, its agents, officers, officials, employees, and volunteers. As such, any insurance or self-insurance maintained by Authority, its agents, officers, officials, employees, or volunteers shall be excess of Contractor's insurance and shall not contribute with it. In such instances when Contractor's insurance coverage is primary, Contractor hereby waives all rights of subrogation against Authority with respect to losses payable under such insurance coverage.
- f. **CERTIFICATES OF INSURANCE.** Contractor shall furnish Authority with certificates of insurance and with any original endorsements evidencing the coverages described above. Such certificates shall be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements are to be received and approved by Authority prior to the commencement of Contractor's services under this Agreement. Authority reserves the right to require complete, certified copies of all Contractor's required insurance policies at any time. Each of Contractor's required insurance policies shall be endorsed to state that coverage shall not be suspended, voided, cancelled by either party, or reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to Authority. All of Contractor's required insurance policies shall be placed with insurers with a Best's rating of no less than A:VII and which are licensed in the state of Florida.
- g. **OTHER ENDORSEMENTS REQUIREMENTS FOR CONTRACTOR'S INSURANCE.** Each of Contractor's required insurance policies shall contain endorsements for, or otherwise provide, the following:
 - i. that any failure to comply with the reporting provisions of the policies shall not affect coverage provided to Authority, its agents, officers, officials, employees, or volunteers;
 - ii. that, to the extent of insurer's limits of liability, Contractor's insurance coverage shall apply separately to each insured against whom claims are made or suit is brought; and
 - iii. that the companies issuing the insurance policy(ies) shall have no recourse against Authority for payment of premiums or assessments for any deductibles which are the sole responsibility and risk of Contractor.

Bldg	Unit#	Type	Make	Serial	Model	Year	Ton	Notes
Knight	1	Condenser	Payne	3109X66838	PF13N1042-B	2010	3.5	
Knight	1	AHU	Payne	1810A82663	PF4MNA042	2010		
Knight	2	Condenser	York	W0G8037G39	Y2B03011A	2008	2.5	
Knight	2	AHU	York	AHP030B3XH21H	A089583193	2008		
Collins	1	Condenser	York	W1C1837607	YHJD4854453A	Jul-11	4	
Collins	1	AHU		W1D1931286	MA20D	Jul-11		
Collins	2	Condenser	York	W1E2810033	YHJD6054454A	Jul-18	5	
Collins	2	AHU		XCM8062476	N1AH02046A	May-03		
Collins	3	Condenser	York	WKLM055970	E4FD060546A	Apr-03	5	
Collins	3	AHU		AON6319863	MA20DN41A	Mar-07		
Collins	4	Condenser	Trane	11215R3R4A	73D40RAA	May-11	6	
Collins	4	AHU		K1510R55H	TWE080A300BB	Apr-95		
Collins	5	Condenser	Trane	11215PIG4A	TWA073D40RAA	May-11	7.5	
Collins	5	AHU		K124K6J5H	TWE090A300BB	Mar-95		
Collins	6	Condenser	Trane	N134PNDAF	TTR030C100A3	Mar-98	2.5	
Collins	6	AHU		K98K04954A	MCCA003NAG00BAB06	Oct-98		
Collins	7	Condenser	Mitsubishi	6001825	MUY-A24NA	7/2011	2	
Collins	7	AHU		6001816	MUSY-A24NA	7/2011		
Collins	8	Condenser	York	WIM1431979	YHJR3654153A	Jun-86	3.5	
Collins	8	AHU		XFNS187849	F2RP042H06B	Jul-04		
Collins	9	Condenser	York	W1L0413409	YHJR2454153A	Jul-11	2	
Collins	9	AHU		W1C1687769	AHX30	Jul-11		
Collins	11	Condenser	York	W1F1IS2931	YHJD4854453A	Mar-01	4	
Collins	11	AHU		ADC6038347	N1AHC16446G	Jun-86		
Collins	12	Condenser	York	NCKM023046	EIFB120A46D	Mar-01	5	
Collins	12	AHU		NAT5038268	F2EH120A33A	Jun-86		
Collins	13	Condenser	York	MCT5114413	N2AHD16A46A	Jun-86	3.5	
Collins	13	AHU	York	W1D1931289	MA20DN41H	Jun-86		
Collins	14	Condenser	Trane	10124K4R2F	TWA060A3000A1	Oct-89	5	
Collins	14	AHU	York	EEJ5108245	N1AHD2006A	May-00		
Collins	15	Condenser	York	W1E0868972	YHJ06054454A	Jun-10	4	
Collins	15	AHU		W0F9860634	MA20DN41H	Jun-10		
Collins	16	Condenser	York	WELM062762	6054454A	Apr-03	5	
Collins	16	AHU		NCTS112596	YZB02411A	Jun-86		
Collins	17	Condenser	York	W038851815	YZB02411A	2008	2	
Collins	17	AHU		A0B8642333	SHP24B3XH21A	2008		
Collins	18	Condenser	York	ML55411290	N2AHD16A46A	Oct-89	3	
Collins	18	AHU	York	W1B1737431	MA12BN41H	Oct-89		
Collins	19	Condenser	York	N1A1650454	PC090C00A4AAA2A	Jan-03	7.5	
Collins	19	AHU		NNL5006389	F3EH090A33A	Jan-03		
Collins	20	Condenser	York	MCT5114431	N2AHD16A46A	Oct-89	4	
Collins	20	AHU	York	W1E001004746	MA20DN47H	Oct-89		

Bldg	Unit#	Type	Make	Serial	Model	Year	Ton	Notes
Johnson	1	Condenser	Dakin	1708197526	DZ115A0904AB	Jan-18	7.5	
Johnson	1	AHU	Dakin	1708006409	DAR0904AB	Jan-18		
Johnson	2	Condenser	Trane	K12198991	TWA240B400BA	Mar-95	20	
Johnson	2	AHU		K144XDP6H	TWE240B400BC	Apr-95		
Johnson	3	Condenser	Trane	9521LPCAD	TWA073D40RAA	Dec-09	7.5	
Johnson	3	AHU		9515NENBD	TWE090D00AA	Dec-09		
Johnson	4	Condenser	Trane	K131JWTAH	TWA180B400BA	Apr-95	15	
Johnson	4	AHU		K1755BJ6H	TWE180B400BD	Apr-95		
Johnson	5	Condenser	Trane	K18231909	TWA042C400A1	May-95	3.5	
Johnson	5	AHU		K1636KA5H	TWE060A400BB	1995		
Johnson	6	Condenser	Trane	K1415U4AH	TWA120A400BA	Apr-95	10	
Johnson	6	AHU		K1742AW5H	TWE120A300BB	Apr-95		
Johnson	7A	Condenser	Pomona	207899H95	CDS015VH	1985	10	
Johnson	7A	AHU		8953016	SACC000-2U-40N-12	1985		
Johnson	7B	Condenser	Liebert	207899H95	CD5015VH	1985	10	
Johnson	7B	AHU		8953017	SACC000-2U-40N-12	1985		
Johnson	8	Condenser	Trane	3395KM45F	2A7A1018A1000A	Sep-03	1.5	
Johnson	8	AHU		K16392803	TWH018B140A1	Apr-95		
Johnson	9	Condenser	Trane	3211YLL2F	2TWA0060A4000AB	May-03	5	
Johnson	9	AHU		K164TNG5H	TWE060A400BB	Apr-95		
Johnson	10	Condenser	Trane	K13198432	TWA090A400BA	Mar-95	7.5	
Johnson	10	AHU		K163NMG5H	TWE090A300BB	Apr-95		
Johnson	11	Condenser	Carrier	3018C91429.	38AUQA08A0B6A0A0A0	Aug-18	7.5	
Johnson	11	AHU		2318U19371	40RUQA08T2A6	Aug-18		
Johnson	12	Condenser	Trane	84145EYAD	TWA120A400FB	Oct-08	10	
Johnson	12	AHU		K174UC95H	TWE120A300BB	Apr-95		
Johnson	13	Condenser	York	WIF2916505	YHJD6054454A	Sep-18	5	
Johnson	13	AHU	York	MA20DN41H	WIF2880266	Sep-18		
Johnson	14	Condenser	Trane	K08198666	TWA180B400BA	Feb-95	15	
Johnson	14	AHU		K181N4XX6H	TWE180B400BC	May-95		
Johnson	15	Condenser	TraneXR	17355L1DAF	4TTR4018L1000AB	Sep-17	1.5	IT Room SEAC
Johnson	15	AHU	Trane	172846YE3L	TEM4A08185215AA	Sep-17		
Johnson	16	Mini-Split	Mitsubishi	MX2-2C2ON A2-U1	MXZ-2C2ONA2	18-Mar		Fuqua Restrooms
Johnson	17	Mini-Split	Mitsubishi	1001367T	MV-A09WA	Mar-18		IT Room SEAC

Bldg	Unit#	Type	Make	Serial	Model	Year	Ton	Notes
Morgan	1	Condenser	Trane	D13221016	TWJ730A100A0	Mar-89	2.5	
Morgan	1	AHU	Dakin	1708006409	DAR09048B	Jan-17		
Morgan	2	Condenser	York/Trane	WKNM025901	E1RA090546G	Jan-07	7.5	
Morgan	2	AHU	Trane	170012	BWE090C400FA	Mar-89		
Morgan	3	Condenser	Trane	13474P3NTA	TWA240E40RAA	Nov-13	20	
Morgan	3	AHU	Trane	13405MSRWA	TWA240E400BB	Oct-13		
Morgan	4	Condenser	York	15031XE44A	TWA120D40RAA	Jan-15	10	
Morgan	4	AHU	Trane	176778	BWE120C400FA	Mar-89		
Morgan	5	Condenser	York	W0A7394752	E1RA060S46H	Jun-07	5	
Morgan	5	AHU	Trane	No numbers shown				
Morgan	6	Condenser	Trane	13292L79TP	TWA180E40RAA	Jul-13	15	
Morgan	6	AHU	Trane	179255	BWV180B400DA	Mar-89		
Morgan	7	Mini-Split	Mitsubishi	MXZ-2020N P2-U1 7ZPO7588	MXZ-2C20WA2	Mar-18		Fuqua Restrooms
Phipps	1	Condenser	Carrier	0812E2-0710	25HBC360A-300	Feb-12	5	
Phipps		AHU	Trane	2102KPA5H	TWE060A400CA	2001		
Phipps	2	Condenser	Trane	9182RG31F	2TWA0072A4000AB	2009	5	
Phipps		AHU	Trane	9234N7BBD	TWE060A400EL	2009		
Phipps	3	Condenser	Carrier	2807E24732	25HNA636300	2009	3	
Phipps		AHU	Carrier	1407A68988	FE4ANF003	2009		
Phipps	4	Condenser	Carrier	3207E10979	25HNA648A300	2009	4	
Phipps		AHU	Carrier	1307A88348	FE4ANF005	2009		
Phipps	5	Condenser	Carrier	2807E24733	25HNA636A300	2009	3	
Phipps		AHU	Carrier	1407A68980	FE4ANF003	2009		
Phipps	6	Hanging strap heater	Dayton	C8635137	3E405	None Shown	N/A	



ECSS

A Service Logic Company

Engineered Cooling Services



More Than Just HVAC



More Than Just HVAC

Service Logic

Supporting our local efforts are the national resources of Service Logic. We leverage industry-leading technology, operational processes and best practices to better serve your needs.

Service Logic maintains over 90 million square feet for more than 12,000 clients nationally. You get the best of both worlds: the responsive services of a local company and the resources, expertise and backing of a large organization.



National Support

The Energy Center

Our national Energy Center provides the most accurate industry data and technical support to develop a solution for your building.

ENERGY STAR® Partner

As an ENERGY STAR Partner we help you use energy more efficiently. We target your efficiency goals and provide you with a program to meet and exceed your objectives.

GSA Listed

As an approved provider on the GSA schedules, Service Logic delivers fast, flexible and cost effective procurement solutions that allow our customers to meet acquisition challenges while achieving their missions.

Continuing Education

Service Logic's proprietary energy and maintenance training ensures our employees are on the cutting edge, with a value-added focus on solving systemic problems beyond your current needs.

USGBC® Member

As a member of the U.S. Green Building Council® we evaluate the environmental impact of our activities with a view towards ultimate sustainability.



Energy Management

Energy Management Systems

A Strategic approach to energy management can produce twice the savings as typical approaches. As an ENERGY STAR™ partner, Engineered Cooling Services can craft a proven energy management plan to measure current performance, set goals, and track savings.

- System analysis and upgrades
- Pneumatic to DDC conversions
- Off-site monitoring

Turn-Key HVAC Projects

- In-House Capabilities for Design, Budgeting and Implementation
- Professional Engineer on Staff
- Full Mechanical Capabilities



Solution Partner
Dealer Network
Building Technologies

SIEMENS

How Your Energy is Wasted



Preventive Maintenance

A state-of-the-art HVAC system is one of the biggest capital investments in your physical plant. To guard it against risk, you need the ongoing protection of preventive maintenance. With Engineered Cooling Services as your partner, your system will last longer with fewer headaches and operate at maximum efficiency.

"Whether you are running a grocery store, a school, or an office building, getting the most out of your energy dollars—while reducing your carbon footprint—just makes sense."

- Stephen L. Johnson, ENERGY STAR

When you consider the cost of untimely breakdowns—unhappy tenants, unplanned downtime, emergency repair expenses—an Engineered Cooling Services maintenance program makes smart business sense.

Maintenance solutions range from periodic preventive maintenance programs to full-service care which eliminates your HVAC system risk entirely. Our proactive maintenance program will prevent unexpected bills and give you the advantage of budget forecasting.

Reaping the Benefits of an HVAC Maintenance Plan

Operational Benefits

- Improved comfort
- Reduced downtime
- Improved indoor air quality
- Refrigerant management
- Responsibility/accountability
- Administrative efficiencies
- Technical expertise

Financial Benefits

- Lowered operating expenses
- Lowered utility costs
- Extended equipment life
- Fixed cost budgets
- Minimized capital costs
- Lowered repair costs

Quarterly Reviews

ECS will conduct face to face reviews with your Facility Management to discuss the following, based on inspection findings:

- Recommendations
- Suggestions for Proper Planning
- Future Budgeting



Depend on a Partner Focused on You

Since 2002 we have been making buildings more efficient, comfortable and sustainable. Our innovative approach to improving building performance is rooted in high quality preventive maintenance and ongoing energy monitoring analysis.

We are a privately held energy and HVAC/mechanical services company focused exclusively on providing comprehensive technical solutions for our clients' commercial, industrial and institutional real estate assets.

Engineered Cooling Services Building Efficiency and Sustainability

Pensacola, FL	(850) 432-7656
Panama City, FL	(850) 483-6395
Tallahassee, FL	(850) 224-5551
Orlando, FL	(407) 852-9342
Tampa, FL	(407) 852-9342
Birmingham, AL	(205) 979-2609
Montgomery, AL	(334) 593-2962
Mobile, AL	(251) 443-1150
Gulfport, MS	(251) 443-1150
Bainbridge, GA	(850) 224-5551

Emergency Services 1-866-424-3206

www.engineeredcooling.com

INFORMAL BID REQUEST
IBR 19-01 HVAC PREVENTATIVE MAINTENANCE AND REPAIR SERVICES

The Leon County Research & Development Authority (LCRDA) requests written bids to provide HVAC Preventative Maintenance and Repair Services for Innovation Park of Tallahassee.

BID DUE: All bids must be RECEIVED by the date and time specified.

Date: January 9, 2019 Time: 4:00pm

All bids must be mailed or hand-delivered in a sealed envelope to:

Leon County R&D Authority
C/O NAI Talcor, Stephanie Shoulet
ATTN: IBR 19-01
1018 Thomasville Road, Suite 200A
Tallahassee, FL 32303

PRE-BID MEETING:

All questions regarding the bid will be answered at a meeting to be held: December 19, 2019, 2:00pm.

Meeting location:

LCRDA Offices:
1736 W. Paul Dirac Drive
Tallahassee, FL 32310

Questions will not be answered at any other time.

The contract period is from March 1, 2019 through February 29, 2020 with two additional one-year terms at the option of LCRDA.

The agreement to be awarded shall be a contract with the LCRDA substantially in the form attached hereto as Attachment 3. Details of the services to be provided are described in the Scope of Services "Exhibit A" to Attachment 3 herein. **DO NOT COMPLETE THE CONTACT ATTACHMENT.**

The bid format instruction:

1. Bidders must meet minimum qualifications of being actively engaged in the type of business requested for a minimum of two years, and shall provide a completed Minimum Qualifications Statement form, attached hereto as Attachment 2, including three work references for which your business has provided similar services.
2. By submitting a bid, the bidder represents that he/she understands and accepts the terms and conditions to be met and the character, quality, and scope of services to be provided.
3. Bidders shall use the Price Proposal attached hereto as Attachment 1 to submit its bid.

INFORMAL BID REQUEST


IBR 19-01 HVAC PREVENTATIVE MAINTENANCE AND REPAIR SERVICES

Award of contract:

1. The LCRDA intends to award this contract to the responsible and responsive bidder who bids the lowest cost as identified in the Attachment 1, Price Proposal, attached hereto and made a part hereof.
2. The LCRDA will determine, in its sole discretion, which bidders are responsible and responsive, and reserves the right to cancel this Informal Bid Request at any time and not award a contract.

NOTE: In submitting a response, the proposer acknowledges they have read and agree to the solicitation terms and conditions and their submission is made in conformance with those terms and conditions.

ACKNOWLEDGEMENT: I certify that I have read and agree to abide by all terms and conditions of this solicitation and that I am authorized to sign for the proposer. I certify that the response submitted is made in conformance with all requirements of the solicitation.

Proposer: Engineered Cooling Services, Inc.	FEID #: 87-0769487
Address: 3739 Peddie Drive	City, State, Zip: Tallahassee, FL. 32303
Authorized Signature: 	Date: January 9, 2019
Printed / Typed: Brooks Brandewie	Title: Senior Account Executive
E-mail Address: bbrandewie@engineeredcooling.com	

**ATTACHMENT 1
INFORMAL BID REQUEST
IBR 19-01 HVAC PREVENTATIVE MAINTENANCE AND REPAIR SERVICES
PRICE PROPOSAL**

NOTE: All bidders must prepare the price proposal in the format provided.

The Contract shall be paid based upon the scope of work and service visits outlined in Exhibit A of attach. Additional Services to be billed separately.

	Property Name	Property Address	Year 1		Year 2		Year 3	
			Cost per Quarter	Annual Cost	Cost per Quarter	Annual Cost	Cost per Quarter	Annual Cost
1	Collins	2051 E Paul Dirac Dr	\$907.44	\$3,629.76	\$907.44	\$3,629.76	\$907.44	\$3,629.76
2	Knight	1736 W Paul Dirac Dr	\$67.63	\$270.52	\$67.63	\$270.52	\$67.63	\$270.52
3	Johnson	2035 E Paul Dirac Dr	\$1,572.50	\$6,290.00	\$1,572.50	\$6,290.00	\$1,572.50	\$6,290.00
4	Morgan	2035 E Paul Dirac Dr	\$676.35	\$2,705.40	\$676.35	\$2,705.40	\$676.35	\$2,705.40
5	Phipps	2007 E Paul Dirac Dr	\$225.45	\$901.80	\$225.45	\$901.80	\$225.45	\$901.80
	TOTAL		\$3,449.37	\$13,797.48	\$3,449.37	\$13,797.48	\$3,449.37	\$13,797.48

In the event, it becomes necessary to add or delete a unit from those listed in Exhibit D, the below cost will be used to adjust the contract cost to accommodate such addition or deletion of unit(s).

HVAC REPAIR SERVICES

a. Hourly Rates

Foreman/Journeyman

Normal Working Hours, Monday through Friday,
7:00 a.m. to 5:00 p.m.

\$85.00 Per Hour

Overtime Hours, Monday through Friday, after 5:00 p.m.
And Saturday/Sunday/Holidays

\$127.50 Per Hour

b. Materials/Equipment Cost Plus 20%

The above unit prices listed in the Price Schedule shall include all labor, materials, removal, overhead, profit, insurance, and any other cost necessary to cover the finished work of the several kinds called for.

ATTACHMENT 2
INFORMAL BID REQUEST
IBR 19-01 HVAC PREVENTATIVE MAINTENANCE AND REPAIR SERVICES

MINIMUM QUALIFICATIONS STATEMENT

How many years has your business performed the type of services being requested? 17 years

Provide a written statement detailing your qualifications:

Engineered Cooling Services, Inc. is the Southeast's leading energy & HVAC services company headquartered in Pensacola, FL, with local offices in Mobile, Montgomery, Birmingham, Tallahassee, Panama City and Orlando.

Engineered Cooling Services is a privately held energy and HVAC/mechanical services company focused exclusively on delivering comprehensive technical solutions to the commercial, industrial and institutional real estate markets.

Engineered Cooling Services completes regularly scheduled continuing education, we are a USGBC Member, Energy Star Partner and we are GSA Listed. ECS Tallahassee has 18 OEM factory trained and certified technicians, ranging from Liebert Certifications, Various Chiller Certifications, Danfoss Compressor Certifications, NATE and EPA Certifications. Our Technicians are trained and certified in the following areas as well: Boilers, Chillers, Building Automation, Cooling Towers, Roof Top Package Units, Heat Pumps, Gas Furnaces and Split Systems. We have a full -time safety director on staff to manage safety training programs, safety compliance, and understand the latest safety regulations. OSHA's regulatory requirements form the minimum starting point for our safety programs. Additional steps are always taken to ensure that every Engineered cooling associate has the tools, training and equipment to perform their job safely and securely. Safety Training for HVAC repair services includes: Exceeding federal, state and local regulatory requirements, maintaining OSHA compliance, investing in continual, hands-on-training and supplying real time safety bulletins. At ECS, our safety programs begin during the new hire orientation process ensuring you reliable services and peace of mind throughout every associate's career.

WORK REFERENCES

List the names of three references for which your business has provided similar services.

<u>BUSINESS NAME</u>	<u>ADDRESS</u>	<u>CONTACT PERSON</u>	<u>PHONE NO.</u>
1. Structure Property Management,	1705 Metropolitan Blvd, Tallahassee, FL. 32308,	Graham Stewart,	850.508.9710
2. Lincoln Property Company,	325 John Knox Road, Tallahassee, FL. 32303,	Rick Pierson,	850.386.3000
3. Tallahassee Land Group Management Services,	3520 Thomasville Road,	Danielle Austin,	850.727.6684

**ATTACHMENT 3
INFORMAL BID REQUEST
IBR 19-01 HVAC PREVENTATIVE MAINTENANCE AND REPAIR SERVICES**

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first written above.

THE CONTRACTOR

[CONTRACTOR NAME], Inc.,
a State of Florida Corporation

By: Engineered Cooling Services, Inc.

Name: Brooks Brandewie

Title: Account Executive

THE AUTHORITY

Leon County Research and Development Authority,
a public Authority created pursuant to Chapter 159, Part V, Florida Statutes

By: _____

Name: David B. Ramsay

Title: Chair



**Emerson Network Power
Liebert Corporation**

This acknowledges that

David Anderson

has successfully completed Precision Cooling course

PCT250

DS / VS / CW / Challenger / PDX / PCW with iCOM Controls and Networking

and is hereby awarded this certificate of achievement

(Authorized to perform warranty and maintenance work on all products covered in this class.)

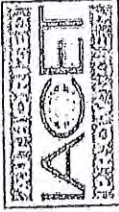
A handwritten signature in black ink, appearing to read 'Lee Rucker'.

Lee Rucker
Training Instructor

May 9 - 13, 2016

Date

31.5
Class Hours



**Emerson Network Power
Liebert Corporation**

This acknowledges that

Brandon Drummond

has successfully completed Emerson/Liebert's

Cooling Products 1 - PCT106

Advanced and Graphics Controls

course and is hereby awarded this certificate of achievement

Stephen C. Owen

Training Instructor

2.8
CEUs

October 13 - 16, 2009

Date



Liebert.

Liebert Educational Services

This acknowledges that

Steve Gunn

has successfully completed Liebert's

EST05F

Large, Small and Monitoring Systems

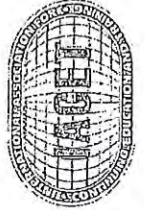
course and is hereby awarded this certificate of achievement

Bill All

Training Instructor

June 11 - June 15, 2007

Date



3.5
CEU's

INFORMAL BID REQUEST
IBR 19-01 HVAC PREVENTATIVE MAINTENANCE AND REPAIR SERVICES

The Leon County Research & Development Authority (LCRDA) requests written bids to provide HVAC Preventative Maintenance and Repair Services for Innovation Park of Tallahassee.

BID DUE: All bids must be RECEIVED by the date and time specified.

Date: January 9, 2019 Time: 4:00pm

All bids must be mailed or hand-delivered in a sealed envelope to:

Leon County R&D Authority
C/O NAI Talcor, Stephanie Shoulet
ATTN: IBR 19-01
1018 Thomasville Road, Suite 200A
Tallahassee, FL 32303

PRE-BID MEETING:

All questions regarding the bid will be answered at a meeting to be held: December 19, 2019, 2:00pm.

Meeting location:

LCRDA Offices:
1736 W. Paul Dirac Drive
Tallahassee, FL 32310

Questions will not be answered at any other time.

The contract period is from March 1, 2019 through February 29, 2020 with two additional one-year terms at the option of LCRDA.

The agreement to be awarded shall be a contract with the LCRDA substantially in the form attached hereto as Attachment 3. Details of the services to be provided are described in the Scope of Services "Exhibit A" to Attachment 3 herein. **DO NOT COMPLETE THE CONTACT ATTACHMENT.**

The bid format instruction:

1. Bidders must meet minimum qualifications of being actively engaged in the type of business requested for a minimum of two years, and shall provide a completed Minimum Qualifications Statement form, attached hereto as Attachment 2, including three work references for which your business has provided similar services.
2. By submitting a bid, the bidder represents that he/she understands and accepts the terms and conditions to be met and the character, quality, and scope of services to be provided.
3. Bidders shall use the Price Proposal attached hereto as Attachment 1 to submit its bid.

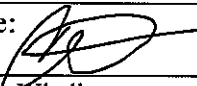
INFORMAL BID REQUEST
IBR 19-01 HVAC PREVENTATIVE MAINTENANCE AND REPAIR SERVICES

Award of contract:

1. The LCRDA intends to award this contract to the responsible and responsive bidder who bids the lowest cost as identified in the Attachment 1, Price Proposal, attached hereto and made a part hereof.
2. The LCRDA will determine, in its sole discretion, which bidders are responsible and responsive, and reserves the right to cancel this Informal Bid Request at any time and not award a contract.

NOTE: In submitting a response, the proposer acknowledges they have read and agree to the solicitation terms and conditions and their submission is made in conformance with those terms and conditions.

ACKNOWLEDGEMENT: I certify that I have read and agree to abide by all terms and conditions of this solicitation and that I am authorized to sign for the proposer. I certify that the response submitted is made in conformance with all requirements of the solicitation.

Proposer: Tony Kelly Heating & Air Conditioning	FEID #: 134210352
Address: 3009 W Tharpe Street	City, State, Zip: Tallahassee, Fl 32303
Authorized Signature: 	Date: 1/3/2019
Printed / Typed: Chris Windham	Title: General Manager
E-mail Address: Chris@TonyKellyInc.com	

**ATTACHMENT 1
INFORMAL BID REQUEST
IBR 19-01 HVAC PREVENTATIVE MAINTENANCE AND REPAIR SERVICES**

PRICE PROPOSAL

NOTE: All bidders must prepare the price proposal in the format provided.

The Contract shall be paid based upon the scope of work and service visits outlined in Exhibit A of attach. Additional Services to be billed separately.

	Property Name	Property Address	Year 1		Year 2		Year 3	
			Cost per Quarter	Annual Cost	Cost per Quarter	Annual Cost	Cost per Quarter	Annual Cost
1	Collins	2051 E Paul Dirac Dr	\$1100	\$4400	\$1100	\$4400	\$1100	\$4400
2	Knight	1736 W Paul Dirac Dr	\$120	\$480	\$120	\$480	\$120	\$480
3	Johnson	2035 E Paul Dirac Dr	\$1400	\$5600	\$1400	\$5600	\$1400	\$5600
4	Morgan	2035 E Paul Dirac Dr	\$550	\$2200	\$550	\$2200	\$550	\$2200
5	Phipps	2007 E Paul Dirac Dr	\$400	\$1600	\$400	\$1600	\$400	\$1600
	TOTAL							

In the event, it becomes necessary to add or delete a unit from those listed in Exhibit D, the below cost will be used to adjust the contract cost to accommodate such addition or deletion of unit(s).

HVAC REPAIR SERVICES

a. Hourly Rates

Foreman/Journeyman

Normal Working Hours, Monday through Friday,
7:00 a.m. to 5:00 p.m.

\$ 75.00 Per Hour

Overtime Hours, Monday through Friday, after 5:00 p.m.
And Saturday/Sunday/Holidays

\$ 112.50 Per Hour

b. Materials/Equipment Cost Plus 30 %

The above unit prices listed in the Price Schedule shall include all labor, materials, removal, overhead, profit, insurance, and any other cost necessary to cover the finished work of the several kinds called for.

**ATTACHMENT 2
INFORMAL BID REQUEST
IBR 19-01 HVAC PREVENTATIVE MAINTENANCE AND REPAIR SERVICES**

MINIMUM QUALIFICATIONS STATEMENT

How many years has your business performed the type of services being requested? 18 Years

Provide a written statement detailing your qualifications:

Tony Kelly Heating and Air Conditioning is a Mechanical Contracting firm located in Tallahassee, FL.
We design, fabricate, and repair air-conditioning systems, heating systems and ventilation systems, including
duct work. We also hold a national certification for duct system design and performance testing from the
National Comfort Institute. We install gas piping and install, service and maintain gas heating equipment.
We install, service and repair process chillers such as those used in manufacturing and in MRI machines.
We are also certified to install and service Generac Generators.

Florida License #: CMC1249702

WORK REFERENCES

List the names of three references for which your business has provided similar services.

<u>BUSINESS NAME</u>	<u>ADDRESS</u>	<u>CONTACT PERSON</u>	<u>PHONE NO.</u>
1. <u>NAI Talcor</u>	<u>1018 Thomasville Rd Tallahassee, FL</u>	<u>Lori Campbell</u>	<u>850-224-2300</u>
2. <u>GT Technologies</u>	<u>2919 Commonwealth Blvd Tallahassee, FL</u>	<u>Jamie Sweeney</u>	<u>850-575-8181</u>
3. <u>Killearn United Methodist</u>	<u>2800 Shamrock Street South Tallahassee, FL</u>	<u>Gary Stout</u>	<u>850-544-0968</u>

RFP 19-02 Collins Building Repair and Renovation
Leon County Research and Development Authority
Submission Deadline: March 4, 2019 @ 1:00 p.m.



REQUEST FOR PROPOSALS
Collins Building Repairs & Renovation Services
RFP NO. 19-02

PROPOSAL DUE DATE
MARCH 4, 2019

RFP 19-02 Collins Building Repair and Renovation
Leon County Research and Development Authority
Submission Deadline: March 4, 2019 @ 1:00 p.m.

**REQUEST FOR PROPOSALS (“RFP”)
RFP 19-02 Collins Building Repair and Renovation
AT INNOVATION PARK
February 8, 2019**

The Leon County Research and Development Authority (“LCRDA”) is requesting proposals from contractors for the provision of repair and renovation services in the Collins Building at Innovation Park. The award shall be made to a responsible Proposer taking into consideration the evaluation factors set forth in the Request for Proposals (RFP) and, if necessary, obtaining best and final offers.

The LCRDA will receive all proposals. The Board of Governors (“Board”) Executive Committee will evaluate all proposals which may conduct negotiations and make a final recommendation to the Board for award of the contract. **It is the LCRDA’s intent to award one contract for the requested services.**

A. Services Sought.

1. Location.

The LCRDA is requesting proposals from qualified firms (“Proposers” or may be referred to as “Contractors”) for the provision of repair and renovation services in the Collins Building at Innovation Park, 2051 E. Paul Dirac Drive, Tallahassee, FL 32310.

2. Required Services and Approach to Required Services.

- a. The successful Proposer shall be required to provide the services outlined in Exhibit “B” attached hereto (“Required Services”) for the above referenced property.
- b. The successful Proposer shall be required to furnish all equipment, machinery, transportation and other implements necessary to execute the contract. Proposer’s Proposal should include an outline of the type of equipment, which the Proposer intends to use to ensure Proposer has sufficient equipment and supplies for the provision of services contemplated in this request for proposals.
- c. The Proposer should propose a plan as to how the Required Services and any suggested and/or enhanced services will be performed. The plan should include the number of personnel, which will be used to execute the services and when the services will be performed, and estimated time to complete each service. The Proposer is specifically advised that LCRDA reserves the right to approve any person, firm, or other party to whom it is proposed to award a subcontract under this contract. In the event Proposer plans to subcontract any portion of the work, Proposer shall indicate in its plan the identity of the subcontractor(s) and the role of said subcontractor(s).
- d. A portion of the Location is currently occupied. The areas to be renovated are not occupied, but access to the occupied areas, including common area restrooms must be maintained and coordinated with the existing tenant.

RFP 19-02 Collins Building Repair and Renovation
Leon County Research and Development Authority
Submission Deadline: March 4, 2019 @ 1:00 p.m.

- e. The successful Proposer shall maintain that all employees have been trained in appropriate safety measures to ensure Proposer's employees are performing their work in a safe manner.

3. Qualifications of Proposer.

- a. The Proposer shall state their qualifications to provide the Required Services, which should include but not be limited to, previous similar services offered to businesses within Leon County, current similar contracts being performed by Proposer, the length of time that this Proposer has been performing this service, the length of time employees who will execute the service have been employed by the Proposer, and any special qualifications those employees might have.
- b. The Proposer shall have a minimum of three (3) years previous experience providing similar services for similar sized projects prior to the date the proposal is submitted.
- c. The Proposer shall include responsibilities and relevant experience of the person(s) who will be actively engaged in managing the contract and supervising the employees providing the services.
- d. The Proposer shall submit with the proposal a summary of any training provided to employees to ensure the services proposed are provided in a safe and high quality manner and environment.
- e. If any services are expected to be subcontracted, the Proposer shall also provide all of the above information for the subcontractor(s).

4. References/Client List.

- a. The Proposer shall provide a list of five (5) client references, at least three (3) of which shall be current clients, for whom the same or similar type of services as those sought in this RFP have been or are being provided. The Proposer shall provide the location of the properties served, a contact person, electronic mail address, if available, and telephone number for each. The LCRDA reserves the right to contact clients for reference checks.
- b. In the event the Proposer plans to subcontract any services, the above information shall be provided as it relates to the subcontractor(s) and the services that will be performed by such subcontractor.

5. Terms of Agreement.

- a. Time and Liquidated Damages. The Required Services to be performed under this RFP shall be commenced upon execution of an agreement and within fifteen (15) days of the Notice to Proceed. All work to be performed shall be completed within one-hundred twenty (120) consecutive calendar days of the Notice to Proceed. If the Required Services are not completed within the time set forth above, or within such extra time as may be granted by LCRDA, the successful Proposer shall be deemed to be in default. For each day the successful Proposer

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Leon County Research and Development Authority
Submission Deadline: March 4, 2019 @ 1:00 p.m.

is in default, the successful Proposer or its Surety shall pay to LCRDA, not as a penalty, but as liquidated damages, the amount of \$100.00.

- b. The terms of the agreement will be negotiated with the selected proposer. The contract will be monitored for acceptable services rendered throughout the contract term. The LCRDA will have the option to cancel the contract in whole or in part during the contract term, for any reason or no reason, without penalty, upon notice. The Proposer will not be entitled to lost profits or any further compensation not earned prior to the time of cancellation.

6. Payments.

- a. Payment shall be made according to the Proposer's payment schedule contained in its proposal, or as negotiated by LCRDA. In no event shall more than 80% of the total Price be paid prior to the completion of the project.

- b. Unless specified otherwise, the invoice shall be addressed as follows:

Leon County Research and Development Authority
c/o TALCOR Commercial Real Estate Services, Inc.
1018 Thomasville Rd, Suite 200A
Tallahassee, FL 32303

With a copy emailed to: rmiller@inn-park.com

- c. Payments shall be paid to the Proposer within thirty (30) days contingent upon the receipt of properly documented invoices and with the condition that the Proposer has accomplished the services to the satisfaction of the LCRDA.

B. Proposal Process.

1. Mandatory Pre-submittal Conference

A Mandatory Pre-submittal Conference meeting and walk-through of the job site will be held at the site, 2051 E. Paul Dirac Drive, Tallahassee, Florida, at 10:00 AM, February 18, 2019.

2. Contact Information

Each Proposer shall examine the RFP documents carefully and inspect the properties to be maintained pursuant to this RFP. Questions concerning the RFP terms, conditions and technical specifications will be accepted in writing through 2:00 PM, February 25, 2019. Requests must be transmitted via email. No Proposer may rely upon any oral responses. Answers to such questions will be posted on the LCRDA's website. Such written questions and requests shall be directed to the following LCRDA Contact person:

LCRDA Contact:
Ron Miller, Executive Director
Rmiller@inn-park.com

RFP 19-02 Collins Building Repair and Renovation
Leon County Research and Development Authority
Submission Deadline: March 4, 2019 @ 1:00 p.m.

- a. All registered Proposers will be sent any addenda or clarifications issued in response to this RFP. It is the responsibility of the Proposer to register its name and contact information with Ron Miller in order to receive said addenda or clarifications.
- b. Only communications from the Proposer which are in writing and signed by a person(s) authorized to contractually bind such Proposer will be recognized by the Board as duly authorized expressions on behalf of the Proposer.
- c. From the time this RFP is issued until a final decision is made by the Board as to the award of a contract to a Proposer, Proposers are instructed to:
 - i. Only contact the LCRDA Contact, identified hereinabove, regarding this RFP, the Proposer's Proposal or another Proposer's Proposal in writing; provided any such contact shall be limited to questions regarding the process of this RFP and shall not relate to the merits of the Proposer's Proposal or another Proposer's Proposal; and
 - ii. Other than discussions held during the Mandatory Pre-Submittal Conference and public meetings of the Board, or of the Evaluation Committee, no contact or communication in person, by telephone, e-mail, through an intermediary, or otherwise with any member of the Board or any other representative of the LCRDA, other than LCRDA Contact, regarding this RFP, the Proposer's Proposal or another Proposer's Proposal shall occur.
- d. Any contact or communication in violation of the provisions above shall be cause for rejection of the Proposer's Proposal.

3. Proposal Deadline.

Proposals must be received by the LCRDA by 1:00 PM, March 4, 2019 ("Submission Deadline"). Proposals may be mailed or hand-delivered to the below address:

Mail or hand-deliver to:
Leon County R&D Authority
Attn: Ron Miller
1736 W. Paul Dirac Drive
Tallahassee, FL 32310

Mark on the outside of the envelope and on any carrier's envelope: "PROPOSAL FOR COLLINS BUILDING REPAIR AND RENOVATION, March 4, 2019, 1:00PM".

Due to inconsistent office hours, hand-delivered Proposals will only be accepted on the day of the Submission Deadline after 9:00am and before 1:00pm, or by appointment only if on days prior to the Submission Deadline. Please email rmiller@inn-park.com to make an appointment.

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Leon County Research and Development Authority
Submission Deadline: March 4, 2019 @ 1:00 p.m.

4. Submission of Proposal.

- a. Proposals must arrive at the above address no later than Submission Deadline to be considered.
- b. It is the Proposer's responsibility to assure that their Proposal is delivered to the proper location no later than the Submission Deadline.
- c. The LCRDA Contact, whose duty it is to open the Proposals, will open the Proposals as soon as practicable after the established Submission Deadline.
- d. Proposals received later than the Submission Deadline will not be considered, will be marked "Too Late" and may be returned unopened to the Proposer.
- e. The LCRDA is not responsible for the premature opening of a Proposal not properly addressed and identified by the RFP title and submission deadline on the outside of the envelope/package.
- f. The Proposer shall submit an ORIGINAL and three (3) copies of the proposal on or before the Submission Deadline. Proposals will be retained as the property of the LCRDA. The Original of your Proposal must be clearly marked "Original" on its face and must contain an original, manual signature of an authorized representative of the responding Proposer; all other copies may be photocopies.
- g. Proposer Registration - Potential Proposers MUST officially register before March 4, 2019, and as soon as possible, in order to be placed on the Registered Proposers list for the solicitation (see Attachment 9). This list is used for communications to prospective Proposers. Also, Proposers should be aware that solicitation documents obtained from sources other than the LCRDA Contact may be drafts, incomplete, or in some other fashion different from the official solicitation document(s). Failure to register as a prospective Proposer may cause a Proposer's Proposal to be rejected as non-responsive.
- h. Special Accommodation - Any person requiring a special accommodation at the Opening of Proposals because of a disability should inform the LCRDA Contact no less than three (3) workdays prior to the proposal deadline.
- i. All expenses associated with the submittal of a proposal will be borne solely by the Proposers.

5. General Conditions.

- a. Proposers must be available for interviews by the Evaluation Committee, and/or the Board if required.
- b. The contents of the Proposal of the successful Proposer will become part of the contractual obligations except as may be modified by subsequent negotiations.
- c. Proposals must be typed or printed in ink. All corrections made by the Proposer to their Proposal prior to the Opening of Proposals must be initialed and dated

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Leon County Research and Development Authority
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by the Proposer. No corrections will be allowed to be made to Proposals after the Opening of Proposals.

- d. The LCRDA reserves the right to reject any or all Proposals, in whole or in part, when such rejection is in the best interest of the LCRDA. Further, the LCRDA reserves the right to withdraw this solicitation at any time prior to the final award of the contract.
- e. Equal Opportunity/Affirmative Action Requirements - The Proposer shall agree to a commitment to the principles and practices of equal opportunity in employment and to comply with the letter and spirit of federal, state, and local laws and regulations prohibiting discrimination based on race, color, religion, national region, sex, age, handicap, marital status, and political affiliation or belief. For federally funded projects, in addition to the above, the Proposer shall agree to comply with Executive Order 11246, as amended, and to comply with specific affirmative action obligations contained therein. In addition to completing Attachment 3, the Equal Opportunity Statement, the Proposer shall include a copy of any affirmative action or equal opportunity policies in effect at the time of submission.
- f. Certification Regarding Debarment, Suspension, and Other Responsibility Matters - The Proposer must certify to the best of its knowledge and belief, that it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal, State or local department or agency and meet all other responsibility matters as contained in the certification form attached as Attachment 4.
- g. Fictitious Name Registration - If the Proposer is operating under a fictitious name as defined in Section 865.09, Florida Statutes, proof of current registration with the Florida Secretary of State shall be submitted with the Proposal.
- h. Unauthorized Alien(s) - The Proposer shall be responsible for assuring that unauthorized aliens shall not be employed nor utilized in the performance of the requirements of this solicitation. The LCRDA shall consider the employment or utilization of unauthorized aliens a violation of Section 274A(e) of the Immigration and Naturalization Act (8 U.S.C. 1324a). Such violation shall be cause for unilateral termination of the contract entered into by the LCRDA as a result of this RFP. As part of the response to this RFP, please complete and submit Attachment 5 -- the "Affidavit Certification Immigration Laws."
- i. Addenda to Specifications - If any addenda are issued after the initial specifications are released, the LCRDA will post the addenda on the LCRDA's website at <http://www.innovation-park.com/opportunities>.

It is the responsibility of the Proposer prior to submission of any Proposal to check the above website or contact the LCRDA Contact at (850) 224-2300 to verify any addenda. The receipt of all addenda must be acknowledged on the Proposal sheet.

6. Schedule

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Leon County Research and Development Authority
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The following table lists the important dates/times and actions relative to this solicitation. If the Board finds it necessary to make changes to the actions, dates, and/or times, such changes will be accomplished by written addendum to this solicitation and posted on the LCRDA's website. All times are local times in Tallahassee, Florida.

<u>Events</u>	<u>Date/Time</u>
Release/Issuance of RFP	February 8, 2019
Mandatory Pre-Submittal Meeting	February 18, 2019 at 10:00AM (EST)
Questions for Clarification Deadline	February 25, 2019 at 2:00 PM (EST)
Submission Deadline	March 4, 2019 at 1:00 PM (EST)
Evaluation Committee's Recommendation for Contract Award to the Board	March 25, 2019 (tentative)
Authorization of contract by Board of Governors of LCRDA	April 4, 2019
* Notice of meetings of the Evaluation Committee will be posted on the LCRDA's website at http://www.innovation-park.com/executive/	

7. **Evaluation**

Proposals will be reviewed and evaluated based upon the following criteria:

- a. Completeness of proposal, approach to Required Services.
- b. Qualifications of Proposer and qualifications of personnel selected to perform the services.
- c. Past performance on contracts for similar services with respect to such factors such as costs, quality of work and ability to perform.
- d. Price.
- e. Schedule to Complete Required Services.
- f. Local Preference in Purchasing and Contracting
 - i. Preference in Requests for Proposals. In letting of contracts for procurement of contractual services for which a request for proposals is developed with evaluation criteria and a point ranking system is used, additional points shall be added to the total score for a local preference, as follows:
 - (1) Individuals or firms which have a home office located within Leon, Gadsden, Wakulla, or Jefferson County, and which meet all of the criteria for a local business as set forth in this article, shall be given a preference in the amount of five (5) points.
 - (2) Individuals or firms which do not have a home office located within Leon, Gadsden, Wakulla, or Jefferson County, and which meet all of the criteria for a local business as set forth in this article, shall be given a preference in the amount of three (3) points.
 - ii. Local business definition. For purposes of this section, "local business" shall mean a business which:

RFP 19-02 Collins Building Repair and Renovation
Leon County Research and Development Authority
Submission Deadline: March 4, 2019 @ 1:00 p.m.

- (1) Has had a fixed office located in and having a street address within Leon, Gadsden, Wakulla, or Jefferson County for at least six (6) months immediately prior to the issuance of the request for competitive bids or request for proposals by LCRDA; and
 - (2) Holds any business license required by Leon County and, if applicable, the City of Tallahassee; and
 - (3) Is the principal offeror who is a single offeror; a business which is the prime contractor and not a subcontractor; or a partner or joint venturer submitting an offer in conjunction with other businesses.
- iii. Certification. Any vendor claiming to be a local business as defined shall so certify in writing to LCRDA. The certification shall provide all necessary information to meet the requirements of above. The Local Vendor Certification Form is enclosed (Attachment 8). LCRDA shall not be required to verify the accuracy of any such certifications and shall have the sole discretion to determine if a vendor meets the definition of a "local business."
- g. Minority, Women and Small Business Enterprise (MWSBE) Preference
- i. Preference in Requests for Proposals. In letting of contracts for procurement of contractual services for which a request for proposals is developed with evaluation criteria and a point ranking system is used, a preference of five (5) points shall be added for a certified MWSBE.
 - ii. Certification. Any vendor claiming to be an MWSBE shall attach evidence of certification from the Tallahassee-Leon County Office of Economic Vitality, or the State of Florida.

Although not required, a point ranking system may be used to aid in the evaluation process. If a point ranking system is not used, Local and MWSBE Preferences shall considered in the evaluation process.

8. Contract

The successful Proposer will be required to enter into a contract with the LCRDA in substantially the same form as the sample contract provided with this RFP. By submitting a Proposal, the Proposer acknowledges and agrees to comply with the following if they become the Proposer chosen by the Board:

- a. Hold Harmless - The Proposer shall agree to indemnify and hold harmless the LCRDA from all claims, damages, liabilities, or suits of any nature whatsoever arising out of, because of, or due to the breach of this agreement by the Proposer, its delegates, agents or employees, or due to any act or occurrence of omission or commission of the Proposer, including but not limited to costs and a reasonable attorney's fee. The LCRDA may, at its sole option, defend itself or allow the Proposer to provide the defense. The Proposer shall acknowledge that ten dollars (\$10.00) of the amount paid to the Proposer is sufficient consideration for the Proposer's indemnification of the LCRDA.
- b. Audits, Records, and Records Retention: The Proposer shall agree as follows:

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- i. To establish and maintain books, records, and documents (including electronic storage media) in accordance with generally accepted accounting procedures and practices, which sufficiently and properly reflect all revenues and expenditures of funds provided under this contract.
 - ii. To retain all client records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to this contract for a period of five (5) years after termination of the contract, or if an audit has been initiated and audit findings have not been resolved at the end of five (5) years, the records shall be retained until resolution of the audit findings or any litigation which may be based on the terms of this contract.
 - iii. Upon completion or termination of the contract and at the request of the LCRDA, the Proposer will cooperate with the LCRDA to facilitate the duplication and transfer of any said records or documents during the required retention period as specified hereinabove.
 - iv. To assure that these records shall be subject at all reasonable time to inspection, review, or audit by Federal, state, or other personnel duly authorized by the LCRDA.
 - v. Persons duly authorized by the LCRDA and Federal auditors, pursuant to 45 CFR Part 92.36(I)(10), shall have full access to and right to examine any of provider's contract and related records and documents, regardless of the form in which kept, at all reasonable times for as long as records are retained.
 - vi. To include the aforementioned audit and record keeping requirements in all approved subcontracts and assignments.
- c. Insurance - Attention is directed to the insurance requirements below. Proposers should confer with their respective insurance carriers or brokers to determine in advance of Proposal submission the availability of insurance certificates and endorsements as prescribed and provided herein. Proposers who fail to comply strictly with the insurance requirements may be disqualified from award of the contract.
- i. The Proposer shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Proposer, his agents, representatives, or employees.
 - ii. Minimum Limits of Insurance – The Proposer shall maintain limits no less than the following:
 - (1) General Liability. \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage with a \$2,000,000 annual aggregate. Contractor's

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Submission Deadline: March 4, 2019 @ 1:00 p.m.

- insurance shall include LCRDA as an additional insured as provided herein below.
- (2) Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage for non-owned, hired automobile. Contractor's insurance shall include LCRDA as an additional insured as provided herein below. The requirements of this provision may be waived upon submission by Contractor of a written statement that no automobiles are used to conduct business.
 - (3) Worker's Compensation and Employers Liability: Insurance covering all employees meeting statutory requirements in compliance with the applicable state and federal laws. In lieu of naming LCRDA as an additional insured, Contractor shall provide to LCRDA a waiver of all rights of subrogation against LCRDA with respect to losses payable under such workers' compensation policy(ies).
- iii. Deductibles and Self-Insured Retentions - Any deductibles or self-insured retentions applicable to any of Contractor's policies required above shall be declared to and approved by LCRDA. Thereafter, at the request of LCRDA, Contractor shall cause its insurer to reduce or eliminate such deductibles or self-insured retentions as they may apply to LCRDA, its agents, officers, officials, employees and volunteers or, in lieu of such reductions or eliminations, Contractor shall procure a bond guaranteeing payment of losses and related investigations, claims administration, and defense expenses.
- iv. Other Insurance Provisions – The policies are to contain, or be endorsed to contain, the following provisions:
- (1) General Liability and Automobile Liability Coverages (**LCRDA and its agents are to be named as Additional Insured**).
 - (2) The LCRDA, its officers, officials, employees, agents and volunteers are to be covered as insureds as respects; liability arising out of activities performed by or on behalf of the Proposer, including the insured's general supervision of the Proposer; products and completed operations of the Proposer; premises owned, occupied or used by the Proposer; or automobiles owned, leased, hired or borrowed by the Proposer. The coverage shall contain no special limitations on the scope of protections afforded the LCRDA, its officers, officials, employees, agents or volunteers.
 - (3) The Proposer's insurance coverage shall be primary insurance as respects the LCRDA, it officers, officials, employees, agents and volunteers. Any insurance of self-insurance maintained by the LCRDA, its officers, officials, employees, agents or volunteers shall be excess of the Proposer's insurance and shall not contribute with it.

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- (4) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the LCRDA, its officers, officials, employees, agents or volunteers.
- (5) The Proposer's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- (6) All Coverages - Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the LCRDA.
- (7) Acceptability of Insurers - Insurance is to be placed with insurers with a Best's rating of no less than A:VII.
- (8) Verification of Coverages - The Proposer shall furnish the LCRDA with certificates of insurance and with original endorsements effecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements are to be received and approved by the LCRDA before work commences. The LCRDA reserves the right to require complete, certified copies of all required insurance policies at any time.
- (9) Subcontractors: Contracts shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.
 - d. Permits: The Contractor shall pay for all necessary permits as required by law.
 - e. Ethical Business Practices
 - i. Gratuities - It shall be unethical for any person to offer, give, or agree to give any LCRDA employee, or for any LCRDA employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or performing in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, subcontract, or to any solicitation or response therefore.

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- ii. Kickbacks - It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the Proposer or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.
- f. The LCRDA reserves the right to deny award or immediately suspend any contract resulting from this response pending final determination of charges of unethical business practices. At its sole discretion, the Board may deny award or cancel the contract if it determines that unethical business practices were involved.

9. Proposal Format.

a. General Format for Proposals

To facilitate evaluation, the Proposer shall follow the format outlined in this section. Failure of a Proposer to follow the required format may, at the sole discretion of the LCRDA, result in the rejection of the submittal. Proposals shall contain concise written material that enables a clear understanding and evaluation of the capabilities of the Proposer. Clarity and completeness are essential. The LCRDA, at its sole discretion, may reject any Proposal which is unclear in any way.

b. Proposal Content

This RFP will be used as the instrument to solicit Proposals for Janitorial Services for the LCRDA. It defines the terms, conditions and specifications to be followed and met by the Proposers. In order to maintain comparability and simplify the review and evaluation process, all Proposals submitted are required to be organized in the following manner. Failure to comply with the prescribed organization may, at the discretion of the Evaluation Committee, result in the elimination of the Proposal from consideration. Proposals are to be submitted in three ring binders or bound by binder clips **only**. No manner of plastic, comb or wire bindings or staples are acceptable. Be sure to follow and clearly mark each section of your Proposal according to the sections below.

Tab 1 – Title Page – The Title Page should contain the following:

- The RFP title
- The name of the proposing Proposer
- The name, address, telephone, e-mail address and fax number of the primary contact person

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Tab 2 – Table of Contents – The table of contents should include a clear identification of the material included in the Proposal, by section and by page number.

Tab 3 – Approach to Required Services including schedule

Tab 4 – Qualifications

Tab 5 – Experience

Tab 6 – References/Client List

Tab 7 – Required Forms

(1) Include the following completed forms:

- Attachment 1 – Proposal Form
- Attachment 2 – Price Schedule
- Attachment 3 – Equal Opportunity/Affirmative Action Statement;
- Attachment 4 – Certification Regarding Debarment, Suspension and Other Responsibility Matters;
- Attachment 5 – Affidavit Certification Immigration Laws;
- Attachment 6 – Insurance Certification Form; and
- Attachment 7 – Drug-Free Work Place Form.
- Attachment 8 – Local Vendor Certification
- Attachment 9 – Proposer Registration Form (as submitted prior to March 4, 2019)

(2) Copies of required licenses, registrations, and certifications, if any

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ATTACHMENT 1

PROPOSAL FORM
RFP 19-02 Collins Building Repair and Renovation
At Innovation Park

Place: Leon County R&D Authority
1736 W. Paul Dirac Drive
Tallahassee, FL 32310
Due Date: March 4, 2019 at 1:00 PM

Proposal of _____ hereinafter-called
PROPOSER, a corporation organized and existing under the laws of the State of
_____, or, a partnership, a company, or an individual doing business as _____
_____.

To the Leon County Research and Development Authority, hereinafter referred to as
“LCRDA”.

The PROPOSER, in compliance with the request for proposals for Collins Building
Repair and Renovation Services, having examined the specifications with related documents and
the sites of the proposed work, and being familiar with all of the conditions of the proposed work,
including the availability of materials and labor, hereby proposes to furnish all labor, material and
supplies and at the prices shown in the attached Price Schedule. These prices are to cover all
expenses incurred in performing the work required under the proposal documents, of which this
proposal is a part. These prices are firm and shall not be subject to adjustment provided this
Proposal is accepted within ninety (90) days after the time set for receipt of proposals.

PROPOSER hereby agrees to commence work under this contract on or before a date to
be specified in a written “Notice to Proceed” to be issued by the LCRDA.

PROPOSER agrees to perform all work for which he contracts as described in the
specifications for the unit prices shown on the attached Price Schedule.

Upon receipt of the Notice of Award, PROPOSER will execute the formal contract
attached within seven (7) days and deliver Insurance Certificates and Bonds as required.

The undersigned hereby declares that only the persons or firms interested in the proposal
as principal or principals are named herein, and that no other persons or firms than are herein
mentioned have any interest in this Proposal or in the contract to be entered into; that this
proposal is made without connection with any other person, company, or parties likewise
submitting a proposal; and that it is in all respects for and in good faith, without collusion or
fraud.

DEVIATIONS FROM SPECIFICATIONS IF ANY:

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I have read all of the specifications and requirements and do hereby certify that all items submitted meet specifications.

COMPANY: _____ AGENT NAME: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____

TELEPHONE: _____ TELEFAX: _____

FEDERAL ID#: _____ AND/OR SOCIAL SECURITY #: _____

Respectfully submitted,

Attest:

By: _____

By: _____

Print Name _____

Print Name _____

Date _____

Title _____

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ATTACHMENT 2

PRICE SCHEDULE

The PROPOSER, in compliance with the request for proposals for the **Collins Building Repair and Renovation**, having examined the scope of work and written specifications, hereby proposes to furnish **Collins Building Repair and Renovation** services for the following unit prices.

PRICE OF REQUIRED SERVICES (for each item as described in Exhibit A):

- 1. Remove walls in training room and kitchen \$ _____
- 2. Provide and install kitchen cabinets/top, sink, faucets, etc. \$ _____
- 3. Assistant area ½ wall \$ _____
- 4. Provide and install 3 Doors \$ _____
- 5. Repair walls and reinstall 2 existing doors and casings \$ _____
- 6. Provide and replace all ceiling tiles \$ _____
- 7. Painting \$ _____
- 8. Remove and Replace Carpet, Cove Base with:
 - a. Removal and disposal \$ _____
 - b. Provide and install carpet \$ _____
 - c. Provide and install LVT \$ _____
 - d. Cove base & transitions \$ _____
- 9. Permits \$ _____
- TOTAL PRICE \$ _____

The above unit prices listed in the Price Schedule shall include all labor, materials, removal, permits, cleaning, overhead, profit, insurance, and any other cost necessary to cover the finished work of the several kinds called for in the RFP.

PROPOSED PAYMENT SCHEDULE (The final payment schedule will be subject to contract negotiation):

PROPOSER agrees that this proposal shall be good and may not be withdrawn for a period of ninety (90) days after the scheduled closing time for receiving proposals.

Respectfully submitted,

By: _____
Signature

Print Name

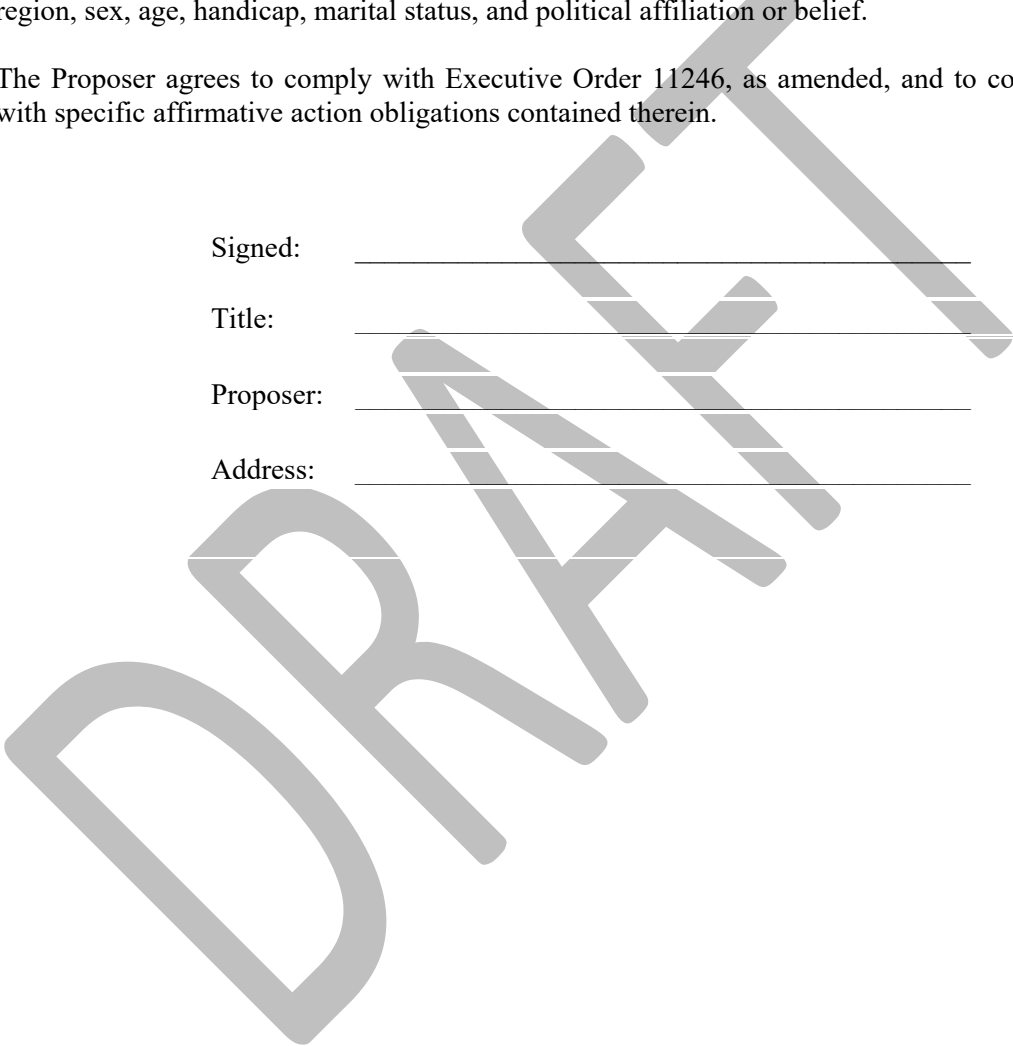
Print Title

ATTACHMENT 3

EQUAL OPPORTUNITY/AFFIRMATIVE ACTION STATEMENT

1. The Proposer hereby agrees to a commitment to the principles and practices of equal opportunity in employment and to comply with the letter and spirit of federal, state, and local laws and regulations prohibiting discrimination based on race, color, religion, national region, sex, age, handicap, marital status, and political affiliation or belief.
2. The Proposer agrees to comply with Executive Order 11246, as amended, and to comply with specific affirmative action obligations contained therein.

Signed: _____
Title: _____
Proposer: _____
Address: _____



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ATTACHMENT 4

**CERTIFICATION REGARDING
DEBARMENT, SUSPENSION,
AND OTHER RESPONSIBILITY MATTERS**

- 1) The Proposer certifies to the best of its knowledge and belief, that it and its principals:
 - a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - b) Have not within a three-year period preceding this been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of these offenses enumerated in paragraph (1)(b) of this certification; and
 - d) Have not within a three-year period preceding this application/Proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- 2) Where the Proposer is unable to certify to any of the statements in this certification, such Respondent shall attach an explanation to this Proposal.
- 3) No subcontract will be issued for this project to any party which is debarred or suspended from eligibility to receive federally funded contracts.

Signature

Title

Proposer's name

Address

RFP 19-02 Collins Building Repair and Renovation
Leon County Research and Development Authority
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ATTACHMENT 5
AFFIDAVIT CERTIFICATION
IMMIGRATION LAWS

The LCRDA will not intentionally award LCRDA contracts to any Proposer who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324 A(e) (Section 274a(e) of the Immigration and Nationality Act).

The LCRDA may consider the employment by any Proposer of Unauthorized Aliens a violation of Section 274A(e) of the INA. **Such violation by the Proposer of the employment provision contained in Section 274A(e) of the INA shall be ground for unilateral cancellation of the contract by the LCRDA.**

RESPONDENT ATTESTS THAT THEY ARE FULLY COMPLIANT WITH ALL APPLICABLE IMMIGRATION LAWS (SPECIFICALLY TO THE 1986 IMMIGRATION ACT AND SUBSEQUENT AMENDMENTS).

Company Name: _____

Signature: _____ Title: _____

STATE OF _____
COUNTY OF _____

Sworn to and subscribed before me this ____ day of _____, 20__.

Personally known _____

NOTARY PUBLIC

OR Produced identification _____

Notary Public - State of

(Type of identification)

My commission expires:

Printed, typed, or stamped
commissioned name of notary public

The signee of this Affidavit guarantees, as evidenced by the sworn affidavit required herein, the truth and accuracy of this affidavit to interrogatories hereinafter made.

THE LCRDA RESERVES THE RIGHT TO REQUEST SUPPORTING DOCUMENTATION, AS EVIDENCE OF SERVICES PROVIDED, AT ANY TIME.

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ATTACHMENT 6
INSURANCE CERTIFICATION FORM

To indicate that Proposer understands and is able to comply with the required insurance, as stated in the RFP document, the Proposer shall submit this insurance sign-off form, signed by the company Risk Manager or authorized manager with risk authority.

1. Is/are the insurer(s) to be used for all required insurance (except Workers' Compensation) listed by Best with a rating of no less than A:VII?

_____ YES _____ NO

Commercial General
Liability:

Indicate Best Rating:
Indicate Best Financial Classification:

Automobile Liability:

Indicate Best Rating:
Indicate Best Financial Classification:

2. Is the insurer to be used for Workers' Compensation insurance listed by Best with a rating of no less than A:VII?

_____ YES _____ NO

Indicate Best Rating:
Indicate Best Financial Classification:

If answer is NO, provide name and address of insurer:

3. Is the Proposer able to obtain the required types and limits of coverage for this RFP, as identified within the solicitation package? Be sure to carefully review and ascertain that the Proposer either has coverage or will place coverage at these or higher levels.

_____ YES _____ NO

Please mark the appropriate box:

Coverage is in place _____ Coverage will be placed, without exception _____

The undersigned declares under penalty of perjury that all of the above insurer information is true and correct.

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ATTACHMENT 7
Drug Free Work Place Form

Drug-Free Work Place: Yes _____ N/A _____

If **Yes** please complete the form.

The undersigned proposer hereby certifies that _____
(Name of Business) does:

Publish statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

Give each employee engaged in providing the commodities or contractual services that are proposed a copy of the statement specified in subsection (1).

In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or novo contender to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

Impose a sanction on or required the satisfactory participation in a drug abuse assistance or rehabilitation program is such is available in the employee's community, by any employee who is so convicted.

Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

Proposer's Signature

Date

*This form **must** be completed, signed and returned with your response to fulfill the requirements of this RFP*

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ATTACHMENT 9

PROPOSER REGISTRATION FORM

Distribution of Solicitation Documents – Documents related to the subject RFP are being distributed via the LCRDA’s website, <http://innovation-park.com/opportunities/>.

Official Registration - Companies must officially register, before March 4, 2019, in order to be placed on the proposer registration list for this solicitation. This list is used for communications to prospective companies.

- To register as a proposer, complete the following information in its entirety and email the completed registration form to Ron Miller at rmiller@inn-park.com.
- Potential respondents to the RFP are responsible for reviewing the complete RFP documents and for collecting all addenda prior to submitting their response. Addenda and revisions will not be forwarded automatically. Potential respondents are advised to check the LCRDA’s website <http://innovation-park.com/opportunities/> periodically and prior to submitting their response.

Name of the Company:		
Company’s Mailing Address:		
City:	State:	Zip Code:
Telephone:	Fax:	E-Mail:
Primary Contact Person for the Company:		
Contact Person’s Mailing Address:		
City:	State:	Zip Code:
Telephone:	Fax:	E-Mail:

Questions & Answers - Questions concerning the RFP, required submittals, evaluation criteria, response schedule, or selection process, and requests for interpretations or corrections of any or actual or perceived ambiguity, inconsistency or error which the company may discover shall be directed in writing to Ron Miller. Such written questions and requests shall be: (1) received by Ron Miller no later than February 25, 2019 at 2:00 p.m. EST; (2) signed by a person authorized to contractually bind such company; and (3) directed to Ron Miller by the company by e-mail. Answers to such questions will be posted on the LCRDA’s website <http://innovation-park.com/opportunities/>.

Communication Prohibition - Prospective respondents are cautioned not to contact any officials other than Ron Miller concerning this RFP.

Contact Information for Ron Miller –

- E-mail: rmiller@inn-park.com

Submit completed registration form to Ron Miller via email at rmiller@inn-park.com

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Exhibit "A"
RFP 19-02 Collins Building Repair and Renovation
Required Services

All materials are to be provided as specified in Exhibit C.

Required Services:

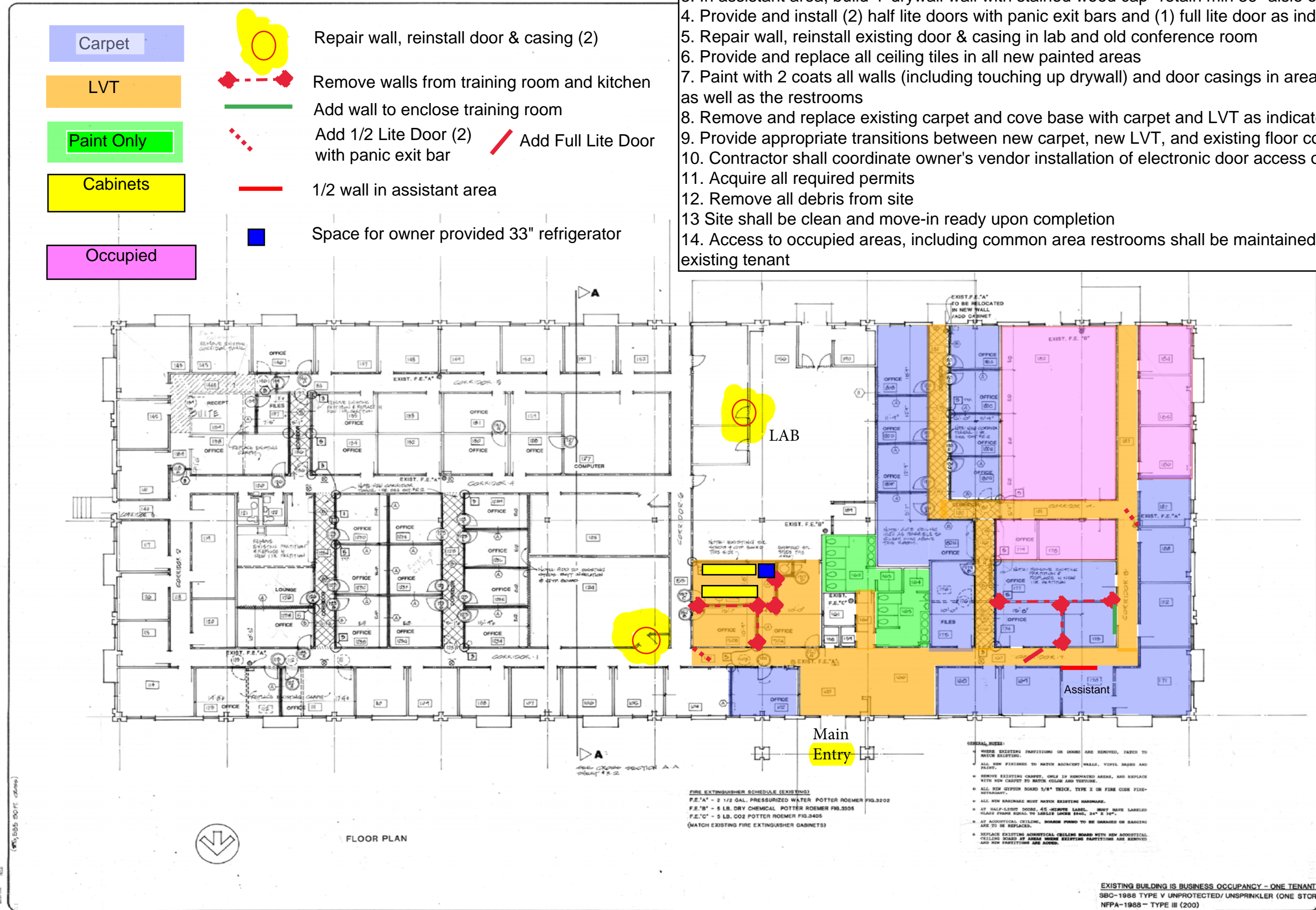
1. As shown in Exhibit B remove walls in training room and kitchen, manipulate electrical (light switches and plugs) and adjust or replace ceiling grid as needed; relocate thermostat from any demo wall as needed
2. Provide and install 12' "box" cabinets top and bottom with counter top, with sink, faucet and basin pump tied into existing hot/cold water and drain; install/relocate electrical outlets for refrigerator & counter top; matching "bar" height cabinet and top with appropriate overhang for bar seating
3. In assistant area, build 4' drywall wall with stained wood cap--retain min 36" aisle opening
4. Provide and install (2) half lite doors with panic exit bars and (1) full lite door as indicated on Exhibit B
5. Repair wall, reinstall existing door & casing in lab and old conference room
6. Provide and replace all ceiling tiles in all new painted areas
7. Paint with 2 coats all walls (including touching up drywall) and door casings in areas with new floor covering as well as the restrooms
8. Remove and replace existing carpet and cove base with carpet and LVT as indicated in Exhibit B
9. Provide appropriate transitions between new carpet, new LVT, and existing floor coverings
10. Contractor shall coordinate owner's vendor installation of electronic door access on all new doors
11. Acquire and pay for all required permits
12. Remove all debris from site
13. Site shall be clean and move-in ready upon completion
14. Access to occupied areas, including common area restrooms shall be maintained and coordinated with existing tenant

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Exhibit "B"
RFP 19-02 Collins Building Repair and Renovation
Required Services Sketch

DRAFT

1. As shown in sketch remove walls in training room and kitchen, manipulate electrical (light switches and plugs) and adjust or replace ceiling grid as needed; relocate thermostat from any demo wall as needed
2. Provide and install 12' "box" cabinets top and bottom with counter top, with sink, faucet and basin pump tied into existing hot/cold water and drain; install/relocate electrical outlets for refrigerator & counter top; matching "bar" height cabinet and top with appropriate overhang for bar seating
3. In assistant area, build 4' drywall wall with stained wood cap--retain min 36" aisle opening
4. Provide and install (2) half lite doors with panic exit bars and (1) full lite door as indicated on sketch
5. Repair wall, reinstall existing door & casing in lab and old conference room
6. Provide and replace all ceiling tiles in all new painted areas
7. Paint with 2 coats all walls (including touching up drywall) and door casings in areas with new floor covering as well as the restrooms
8. Remove and replace existing carpet and cove base with carpet and LVT as indicated in sketch
9. Provide appropriate transitions between new carpet, new LVT, and existing floor coverings
10. Contractor shall coordinate owner's vendor installation of electronic door access on all new doors
11. Acquire all required permits
12. Remove all debris from site
13. Site shall be clean and move-in ready upon completion
14. Access to occupied areas, including common area restrooms shall be maintained and coordinated with existing tenant



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Exhibit "C"

**RFP 19-02 Collins Building Repair and Renovation
Material Specifications**

All materials shall be the same as specified below, or of similar quality to that specified. Successful proposer will be required to provide samples to LCRDA for selection and approval.

1. Carpet
2. LVT
3. Paint
4. Doors
5. Cabinets, Sink, Faucets
6. Basin Pump
7. ½ Wall

DRAFT

PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement (this "Agreement") is entered into this ____ day of _____, 2019 (the "Effective Date") by and between the Leon County Research and Development Authority, a public Authority created pursuant to Chapter 159, Part V, Florida Statutes, having its principal place of business in Tallahassee, Florida (the "LCRDA"), and _____, a State of Florida corporation having its principal place of business in Tallahassee, Florida (the "Contractor").

WHEREAS, the LCRDA issued RFP 19-02 Collins Building Repair and Renovation on March 4, 2019, and;

WHEREAS, the LCRDA wishes to allow for the Contractor to provide Required Services defined in the RFP independent of the LCRDA, and the Contractor desires to provide such services;

NOW, THEREFORE, in consideration of the mutual promises hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the LCRDA and the Contractor hereby agree as follows:

1. **SERVICES.** The LCRDA hereby allows the Contractor to provide the required services described in Exhibit "A" attached hereto and made a part hereof (the "Required Services"), upon the terms and subject to the conditions of this Agreement.
2. **TIME.** The Required Services to be performed under this RFP shall be commenced upon execution of an agreement and within fifteen (15) days of the Notice to Proceed. All work to be performed shall be completed within one-hundred twenty (120) consecutive calendar days of the Notice to Proceed. If the Required Services are not completed within the time set forth above, or within such extra time as may be granted by LCRDA, Contractor shall be deemed to be in default. For each day Contractor is in default, Contractor or its Surety shall pay to LCRDA, not as a penalty, but as liquidated damages, the amount of \$100.00. Permitting the Contractor to continue and finish the work or any part of it after the expiration of the contract time allowed, including extensions, if any, shall in no way act as a waiver by the LCRDA of the liquidated damages due under the contract.
3. **COMPENSATION.** The amount of compensation payable by the LCRDA to Contractor shall be based on the rates and schedules described in Exhibit "B" attached hereto and made a part hereof. Unless otherwise specifically provided in Exhibit "B", payment shall be made within thirty (30) days after receipt of Contractor's invoice, which shall be accompanied by sufficient supporting documentation and contain sufficient detail to allow a proper audit of expenditures should the LCRDA require one to be performed.
4. **COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS.** Contractor shall, in its performance of this Agreement, comply fully with all federal, state, county and other municipal laws and regulations, as they may be amended from time to time.

5. INSURANCE. Contractor shall, at all times during the term hereof, maintain the insurance coverages as set forth in Exhibit “C” attached hereto and made a part hereof.

6. PERMITS. The Contractor shall pay for all necessary permits as required by law.

7. INDEMNIFICATION. Contractor shall indemnify, defend and hold harmless the LCRDA, its partners, officers, directors, shareholders, employees and agents (collectively referred to as “Indemnities”) and each of them from and against all loss, costs, penalties, fines, damages, claims, expenses (including reasonable attorney’s fees) or liabilities (collectively referred to as “Liabilities”) by reason of any injury to or death of any person or damage to or destruction or loss of any property arising out of, resulting from or in connection with (i) the performance or non-performance of the Required Services contemplated by this Agreement which is or is alleged to be directly caused, in whole or in part, by any act, omission, default or negligence (whether active or passive) of Contractor or its employees, agents or subcontractors (collectively referred to as “Contractor”) or (ii) the failure of the Contractor to comply with any of the paragraphs herein or the failure of the Contractor to conform to statutes, ordinances or other regulations or requirements of any governmental authority, federal, state or local, in connection with the performance of this Agreement. Contractor expressly agrees to indemnify and hold harmless the Indemnities, or any of them, from and against all liabilities which may be asserted by an employee or former employee of Contractor, or any of its subcontractors, as provided above, for which the Contractor’s liability to such employee or former employee would otherwise be limited to payments under state Workers’ Compensation or similar laws. The indemnity set forth herein shall be in addition to those indemnities otherwise provided by law.

8. AUDITS, RECORDS, AND RECORDS RETENTION. Contractor shall agree as follows:

- a. To establish and maintain books, records, and documents (including electronic storage media) in accordance with generally accepted accounting procedures and practices, which sufficiently and properly reflect all revenues and expenditures of funds provided under this contract.
- b. To retain all client records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to this contract for a period of five (5) years after termination of the contract, or if an audit has been initiated and audit findings have not been resolved at the end of five (5) years, the records shall be retained until resolution of the audit findings or any litigation which may be based on the terms of this contract.
- c. Upon completion or termination of the contract and at the request of the LCRDA, the Contractor will cooperate with the LCRDA to facilitate the duplication and transfer of any said records or documents during the required retention period as specified hereinabove.
- d. To assure that these records shall be subject at all reasonable time to inspection, review, or audit by Federal, state, or other personnel duly authorized by the LCRDA.
- e. Persons duly authorized by the LCRDA and Federal auditors, pursuant to 45 CFR Part 92.36(I)(10), shall have full access to and right to examine any of provider’s contract and related records and documents, regardless of the form in which kept, at all reasonable times for as long as records are retained.

- f. To include the aforementioned audit and record keeping requirements in all approved subcontracts and assignments.
- g. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTORS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORD AT:**

**LEON COUNTY RESEARCH AND DEVELOPMENT AUTHORITY
ATTN: RON MILLER, EXECUTIVE DIRECTOR
1736 W. PAUL DIRAC DRIVE
TALLAHASSEE, FL 32310
PHONE: 850-575-0343
EMAIL: RMILLER@INN-PARK.COM**

9. CANCELLATION OR DEFAULT. In the event the Contractor's performance is deficient, the LCRDA shall notify the Contractor in writing of the deficiencies and the Contractor shall have ten (10) days to correct such deficiencies. Should the Contractor fail to take appropriate action (acceptable to the LCRDA in its sole discretion) to correct such deficiencies, the LCRDA, in addition to all remedies available to it by law, may immediately upon written notice to Contractor by U.S. Mail terminate this Agreement whereupon all payments, advances or other compensation paid by LCRDA to the Contractor while Contractor was in default shall be immediately returned to the LCRDA. Contractor understands and agrees that termination of this Agreement under this section shall not release Contractor from any obligation accruing prior to the effective date of termination.

10. LCRDA'S RIGHT TO TERMINATE. The LCRDA shall have the right to terminate this Agreement, in its sole discretion, at any time, by giving written notice to Contractor at least thirty (30) days prior to the effective date of such termination. In such event, the LCRDA shall pay to Contractor compensation for Required Services rendered and expenses incurred prior to the effective date of termination. In no event shall the LCRDA be liable to Contractor for any additional compensation, other than that provided herein, or for any consequential or incidental damages.

11. STRIKES OR LOCKOUTS. In the event the Contractor should become involved in a labor dispute, strike or lockout, it shall be required to make whatever arrangements that may be necessary to ensure that the conditions of the Contract are met in their entirety. Should the Contractor be unable to fulfill the Contract requirements, the LCRDA reserves the right to make alternative arrangements to insure the satisfactory completion of work Contractor is unable to perform. Any costs, provided those costs would have been covered under this Agreement, incurred by the LCRDA as a result of such job action shall be the responsibility of the Contractor.

Under no circumstances, shall either party be liable for any loss, damage or delay due to any cause beyond either party's reasonable control, including but not limited to acts of government, strikes, lockouts, labor disputes, fires, explosion, theft, weather damage, flood, earthquake, riot, civil commotion, war, malicious mischief or act of God. However, in

connection with any causes, if the Contractor has a duty to take certain actions, it shall be responsible for the losses caused by the Contractor's negligent acts or omissions.

Under no circumstances, shall either party be liable for special, indirect or consequential damages of any kind including, but not limited to, loss of profits, loss of good will, loss of business opportunity, additional financing costs or loss of use of any equipment or property, whether in contract, tort, warranty or otherwise, notwithstanding any indemnity provision to the contrary.

12. NOTICES. All notices or other communications required under this Agreement shall be in writing and shall be given by hand delivery, by U.S. Mail, or by recognized overnight courier at the address indicated herein or to such other address as a party may designate by notice given as herein provided. Notice shall be deemed given on the day on which personally delivered, or if by mail, on the fifth day after being posted or the date of actual delivery, whichever is earlier, or if by courier, on the date of receipt.

If to Contractor:

[NEED CONTRACTOR INFO]

If to LCRDA:

Leon County Research and Development Authority
1736 West Paul Dirac Drive
Tallahassee, FL 32310
Attention: Ron Miller, Executive Director
Rmiller@inn-park.com

With copies to:

Broad and Cassell
Attention: Melissa VanSickle
215 South Monroe Street, Suite 400
Tallahassee, FL 32301
mvansickle@broadandcassesel.com

13. MISCELLANEOUS

- a. This Agreement shall be construed and enforced according to the laws of the State of Florida. Venue for all purposes shall be Leon County, Florida.
- b. The captions in this Agreement are inserted for convenience of reference and in no way define, describe or limit the scope or intent of the provisions of this Agreement.

- c. No waiver or breach of any provision of this Agreement shall constitute a waiver of any subsequent breach of the same or any other provision hereof, and no waiver shall be effective unless made in writing.
- d. Should any provision, paragraph, sentence, word or phrase contained in this Agreement be determined by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable under the laws of the State of Florida, such provision, paragraph, sentence, word or phrase shall be deemed modified to the extent necessary in order to conform with such laws or if not modifiable, then same shall be deemed severable, and in either event, the remaining terms and provisions of this Agreement shall remain unmodified and in full force and effect or limitation of its use.
- e. The filing of any petitions in bankruptcy whether voluntary or involuntary on the part of Contractor, shall give LCRDA the right to terminate this Agreement.
- f. No amendment, change or modification of this Agreement shall be valid or binding upon the parties unless same shall be in writing and signed by the parties.
- g. This agreement, including all attachments and exhibits thereto, constitutes the full agreement of the parties and there are no further or other agreements, statements or warranties, whether written or oral, relied upon or in between them relating to the subject matter hereof, except as expressly herein stated. This Agreement shall inure to the benefit of and be binding upon the parties, their successors and assigns.
- h. This Agreement shall not be assigned by Contractor, in whole or in part, without the prior written consent of the LCRDA, which may be withheld or conditioned, in the LCRDA's sole discretion, and any such purported assignment in breach of this Agreement shall be null and void. The LCRDA reserves the right to assign this Agreement without first obtaining the consent of Contractor.
- i. The prevailing party in any action or proceeding to enforce this Agreement or for damages or declaratory relief in connection herewith shall be entitled to recover its reasonable costs and expenses, including attorney's fees, and costs through litigation, all appeals and any bankruptcy proceedings. LCRDA's liability to pay such costs and expenses shall be limited to the extent provided in Section 768.28 Florida Statutes, as may be amended from time to time. Nothing herein shall be construed to be a waiver of LCRDA's sovereign immunity.
- j. Contractor shall be an independent contractor and not an employee, partner or joint venture of LCRDA under this Agreement. Contractor shall be responsible for all income taxes, social security taxes, self-employment taxes and any other taxes to which Contractor or LCRDA may be subject to as a result of this Agreement or Contractor's performance hereunder.
- k. Contractor shall comply with all LCRDA rules and regulations, as they may be amended from time to time, governing access to and conduct on the property.

[The remainder of this page intentionally left blank]

SAMPLE

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first written above.

THE CONTRACTOR

[NEED CONTRACTOR NAME]

a State of Florida corporation

By: _____

Name: _____

Title: _____

THE LCRDA

Leon County Research and Development Authority,
a public Authority created pursuant to Chapter 159, Part V, Florida Statutes

By: _____

Name: David B. Ramsay

Title: Chair

SAMPLE

**EXHIBIT A
REQUIRED SERVICES**

[Final agreement to be updated to reflect RFP Required Services including any supporting detail.]

SAMPLE

**EXHIBIT B
COMPENSATION**

PRICE SCHEDULE

COST OF REQUIRED SERVICES

[Final agreement to be updated to reflect RFP price and payment proposal including any supporting detail.]

SAMPLE

EXHIBIT C INSURANCE

- a. **CONTRACTOR'S INSURANCE.** Contractor shall, at its sole cost, maintain limits no less than the following throughout the Term:
- i. **General Liability.** \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage with a \$2,000,000 annual aggregate. Contractor's insurance shall include LCRDA as an additional insured as provided herein below.
 - ii. **Automobile Liability:** \$1,000,000 combined single limit per accident for bodily injury and property damage for non-owned, hired automobile. Contractor's insurance shall include LCRDA as an additional insured as provided herein below. The requirements of this provision may be waived upon submission by Contractor of a written statement that no automobiles are used to conduct business.
 - iii. **Worker's Compensation and Employers Liability:** Insurance covering all employees meeting statutory requirements in compliance with the applicable state and federal laws. In lieu of naming LCRDA as an additional insured, Contractor shall provide to LCRDA a waiver of all rights of subrogation against LCRDA with respect to losses payable under such workers' compensation policy(ies).
- b. **AMENDED INSURANCE REQUIREMENTS.** LCRDA reserves the right to reasonably amend the insurance requirements to standards reasonable and customary for the size and type of business being conducted by Contractor by the issuance of a notice in writing to Contractor. The Contractor shall provide any other insurance or security reasonably required by LCRDA.
- c. **DEDUCTIBLES AND SELF-INSURED RETENTIONS.** Any deductibles or self-insured retentions applicable to any of Contractor's policies required above shall be declared to and approved by LCRDA. Thereafter, at the request of LCRDA, Contractor shall cause its insurer to reduce or eliminate such deductibles or self-insured retentions as they may apply to LCRDA, its agents, officers, officials, employees and volunteers or, in lieu of such reductions or eliminations, Contractor shall procure a bond guaranteeing payment of losses and related investigations, claims administration, and defense expenses.
- d. **LCRDA AS ADDITIONAL INSURED.** LCRDA, its agents, officers, officials, employees, and volunteers are to be named and covered as additional insureds, with no limitations on the scope of protection afforded, in all of Contractor's insurance policies, other than workers' compensation policies, that include coverage for the following:
- i. liability arising from, or in connection with, activities performed by, or on behalf of, Contractor;
 - ii. products and completed operations of Contractor;
 - iii. premises owned, occupied, or used by Contractor; or
 - iv. automobiles owned, leased, hired, or borrowed by Contractor.

- e. **CONTRACTOR'S INSURANCE AS PRIMARY.** With regard to claims for injuries to persons or damages to property which may arise from, or in connection with, the performance by Contractor, its agents, representatives, employees, and/or subcontractors of the rights, duties and responsibilities pursuant to this Agreement, Contractor's insurance coverage shall be primary insurance with respect to LCRDA, its agents, officers, officials, employees, and volunteers. As such, any insurance or self-insurance maintained by LCRDA, its agents, officers, officials, employees, or volunteers shall be excess of Contractor's insurance and shall not contribute with it. In such instances when Contractor's insurance coverage is primary, Contractor hereby waives all rights of subrogation against LCRDA with respect to losses payable under such insurance coverage.
- f. **CERTIFICATES OF INSURANCE.** Contractor shall furnish LCRDA with certificates of insurance and with any original endorsements evidencing the coverages described above. Such certificates shall be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements are to be received and approved by LCRDA prior to the commencement of Contractor's services under this Agreement. LCRDA reserves the right to require complete, certified copies of all Contractor's required insurance policies at any time. Each of Contractor's required insurance policies shall be endorsed to state that coverage shall not be suspended, voided, cancelled by either party, or reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to LCRDA. All of Contractor's required insurance policies shall be placed with insurers with a Best's rating of no less than A:VII and which are licensed in the state of Florida.
- g. **OTHER ENDORSEMENTS REQUIREMENTS FOR CONTRACTOR'S INSURANCE.** Each of Contractor's required insurance policies shall contain endorsements for, or otherwise provide, the following:
- i. that any failure to comply with the reporting provisions of the policies shall not affect coverage provided to LCRDA, its agents, officers, officials, employees, or volunteers;
 - ii. that, to the extent of insurer's limits of liability, Contractor's insurance coverage shall apply separately to each insured against whom claims are made or suit is brought; and
 - iii. that the companies issuing the insurance policy(ies) shall have no recourse against LCRDA for payment of premiums or assessments for any deductibles which are the sole responsibility and risk of Contractor.

**ARTICLES OF INCORPORATION
OF
INNOVATION PARK TLH, INC.**

The undersigned incorporator, being competent to contract, subscribes to these Articles of Incorporation to form a corporation not-for-profit under the laws of the State of Florida.

ARTICLE I - Name

The name of the Corporation shall be INNOVATION PARK TLH, INC. (the "Corporation").

ARTICLE II - Principal Office and Mailing Address

The address of the principal office and the mailing address of the Corporation is 1736 W. Paul Dirac Drive, Tallahassee, Florida 32310.

ARTICLE III - Purpose

A. The Corporation is organized exclusively for charitable, religious, scientific, educational, or literary purposes, including, for such purposes, the making of distributions to organizations that qualify as exempt organizations under Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (or the corresponding provision of any future United States Internal Revenue law) (the "Code"). Specifically, in compliance with the educational exempt purposes as specified in Treasury Regulation Section 1.501(c)(3)-1(d)(3), the Corporation will perform business educational services to individuals and entrepreneurs interested in forming a business or improving an existing business with an expectation that the individuals who have graduated from the programs will locate and operate their profit-oriented business in the Leon County, Florida region, and will instruct the public on the benefits of operating a business in the Leon County, Florida region. The Corporation will provide certain fee-supported programs, facilities, technology, equipment and other resources to educate entrepreneurs and nurture their companies toward successfully commercializing higher education and other locally created technologies. The Corporation will charge reasonable fees and/or tuition to the individuals and companies enrolling in its programs.

B. The Corporation is organized for purposes of engaging in any activity or business permitted under the laws of the United States and of the State of Florida and shall have all of the powers enumerated in the Florida Not For Profit Corporation Act, as the same now exists and as hereafter amended, and all such other powers as are permitted by applicable law.

C. No part of the net earnings of the Corporation shall inure to the benefit of, or be distributable to, the Corporation's directors, officers, or other private persons, except that the Corporation shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes set forth in this Article. No substantial part of the activities of the Corporation shall be the carrying on of propaganda, or otherwise attempting to influence legislation, and the Corporation shall not participate in, or intervene in (including the publication or distribution of statements) any political campaign on behalf of, or in opposition to, any candidate for public office.

D. Notwithstanding any other provision of these Articles, the Corporation shall not carry on any other activities not permitted to be carried on by (i) a corporation exempt from federal income tax under Section 501(c)(3) of the Code, or (ii) by a corporation, contributions to which are deductible under Section 170(c)(2) of the Code.

E. In the event the Corporation is classified as a private foundation under Section 509 of the Code, (i) the Corporation shall distribute its income each taxable year at such time and in such manner as not to subject itself to tax under Section 4942 of the Code, and (ii) the Corporation shall not engage in any act of self-dealing (as defined in Section 4941(d) of the Code), retain any excess business holdings (as defined in Section 4943(c) of the Code), make any investments in such manner as to subject itself to tax under Section 4944 of the Code, nor make any taxable expenditures (as defined in Section 4945(d) of the Code).

ARTICLE IV - Term of Existence

The effective date upon which the Corporation shall come into existence shall be the date of filing of these Articles, and it shall exist perpetually thereafter unless dissolved according to law.

ARTICLE V - Initial Registered Office and Agent

The street address of the initial registered office of the Corporation is 1736 W. Paul Dirac Drive, Tallahassee, Florida 32310, and the name of the initial registered agent of the Corporation at that address is Ronald J. Miller, Jr.

ARTICLE VI - Directors

- A. The initial number of directors of the Corporation shall be three.
- B. The number of directors may be either increased or diminished from time to time by the Board of Directors in accordance with the Bylaws of the Corporation, but there shall always be at least three directors.
- C. Directors, as such, shall receive such compensation for their services, if any, as may be set by the Board of Directors at any annual or special meeting thereof. The Board of Directors may authorize and require the payment of reasonable expenses incurred by directors in attending meetings of the Board of Directors.
- D. Nothing in this Article shall be construed to preclude the directors from serving the Corporation in any other capacity and receiving compensation therefor.

E. The names and street addresses of the initial members of the Board of Directors are:

<u>Name</u>	<u>Street Address</u>
David B. Ramsay	9048 Shoal Creek Drive Tallahassee, FL 32312
Kim Williams	2069 Cantigny Way Tallahassee, FL 32308
April Salter	117 S. Gadsden Street Tallahassee, FL 32301

F. Directors shall be elected, appointed, and removed as provided in the Bylaws of the Corporation.

ARTICLE VII - Incorporator

The name and street address of the incorporator signing these Articles is:

<u>Name</u>	<u>Street Address</u>
Melissa VanSickle	215 South Monroe Street, Suite 400 Tallahassee, Florida 32301

ARTICLE VIII - Amendment to Articles

These Articles of Incorporation may be amended in the manner provided by law.

ARTICLE IX - Bylaws

The power to adopt, alter, amend or repeal Bylaws shall be vested in the Board of Directors.

ARTICLE X - Dissolution

A. Upon the dissolution of the Corporation, the Board of Directors shall, after paying or making provision for the payment of all of the liabilities of the Corporation, dispose of all the assets of the Corporation in a manner not inconsistent with the purposes of the Corporation, including to such organization or organizations organized and operated exclusively for tax-exempt purposes, as shall at the time qualify as an exempt organization or organizations under Section 501(c)(3) of the Code, as the Board of Directors shall determine.

B. Any assets not disposed of by the Board of Directors as provided herein, shall be disposed of by a court of competent jurisdiction in the county in which the principal office of the Corporation is then located, exclusively for tax-exempt purposes or to such organizations, which are

organized and operated exclusively for tax-exempt purposes and which qualify as an exempt organization under Section 501(c)(3) of the Code.

[Signatures contained on the following page]

WHEREOF, the undersigned Incorporator has executed these Articles of Incorporation this ___ day of _____, 2019.

By: _____
Melissa VanSickle

ACCEPTANCE OF APPOINTMENT AS REGISTERED AGENT

The undersigned is familiar with the obligations of the registered agent and hereby accepts the appointment to serve as the initial Registered Agent of INNOVATION PARK TLH, INC.

By: _____
Ronald J. Miller, Jr.

Dated the ___ day of _____, 2019.

BYLAWS
OF
INNOVATION PARK TLH, INC.

ARTICLE I

Offices

The principal office of the Corporation in the State of Florida shall be located at 1736 W. Paul Dirac Drive, Tallahassee, Florida, County of Leon. The Corporation may have offices at other places within or without the State of Florida as the board of directors may from time to time determine or as the business of the Corporation may require.

The address of the Corporation's registered office, required by Florida law to be maintained in the State of Florida, may be changed from time to time by the board of directors. The registered office may be, but need not be, identical to the Corporation's principal office in the State of Florida.

ARTICLE II

Directors

Section 1. Board of Directors. The business of the Corporation shall be managed and its corporate powers exercised by a board of three or more directors.

(a) Directors are not required to be residents of this state or members of this Corporation, but must be at least 18 years of age.

(b) The board of directors shall have authority to fix the compensation, if any, of the directors;

(c) A director of the Corporation who is present at a meeting of the board of directors at which action on any corporate matter is taken shall be presumed to have assented to the action taken unless the director votes against the action or abstains from voting in respect to it because of an asserted conflict of interest.

(d) A director shall perform his or her duties as a director, including his or her duties as a member of any committee of the board of directors upon which he or she may serve, in good faith, in a manner he or she reasonably believes to be in the best interests of the Corporation, and with such care as an ordinarily prudent person in a like position would use under similar circumstances.

(e) In performing his or her duties, a director shall be entitled to rely on information, opinions, reports, or statements, including financial statements and other financial data, in each case prepared or presented by: (i) one or more officers or employees of the Corporation whom the director reasonably believes to be reliable and competent in the matters presented; (ii) legal counsel, public accountants or other persons as to matters which the director reasonably believes to be within such persons' professional or expert competence; or (iii) a committee of the board upon which he or she does not serve, duly designated in accordance with a provision of the Articles of Incorporation or these

Bylaws, as to matters within its designated authority, which committee the directors reasonably believe to merit confidence.

(f) In performing his or her duties, a director may consider such factors as the director deems relevant, including the long term prospects and interest of the Corporation, and the social, economic, legal, or other effects of any action on the employees, suppliers, or customers of the Corporation or its subsidiaries, the communities and society in which the Corporation or its subsidiaries operate, and the economy of the state and nation.

(g) A director shall not be considered to be acting in good faith if he or she has knowledge concerning the matter in question that would cause such reliance described in Section 1(e) of this Article II to be unwarranted.

(h) A person who performs his or her duties in compliance with Section 1 of this Article II shall have no liability by reason of being or having been a director of the Corporation.

(i) A director is not personally liable for monetary damages to the Corporation or any other person for any statement, vote, decision, or failure to act, regarding corporate management or policy, unless:

(1) The director breached or failed to perform his duties as a director; and

(2) The breach or failure constitutes any one of the following:

(A) A violation of the criminal law, unless the director had reasonable cause to believe his or her conduct was lawful or no reasonable cause to believe his or her conduct was unlawful;

(B) A transaction from which he or she derived an improper personal benefit, as that term is defined in accordance with Fla. Stat. Section 607.0831;

(C) In a derivative or other proceeding, conscious disregard for the best interests of the Corporation or willful misconduct; or

(D) In a proceeding by another third party, recklessness or an act or omission committed in bad faith, or with malicious purpose, or in a manner exhibiting wanton and willful disregard of human rights, safety, or property. "Recklessness" is defined to mean an act or omission to act in conscious disregard of a risk:

(i) Known, or so obvious that it should have been known to the director; and

(ii) Known to the director, or so obvious that it should have been known to be so great as to make it highly probable that harm would follow from such action or omission.

(j) Notwithstanding the above provisions, directors may be immune from civil liability pursuant to Florida Statutes, Section 617.0834.

Section 2. Number, Election, and Term of Directors.

(a) The exact number of directors making up the board shall be the number from time to time fixed by resolution of majority of the full board at any meeting thereof, except as to the number constituting the initial board of directors, which number shall be fixed by the Articles of Incorporation, and further provided that LCRDA (as defined herein) must approve in writing the increase in the number of directors. No decrease in the number of the board shall have the effect of shortening the term of any incumbent director. At no time shall the number of directors making up the board be less than three.

(b) Each person named in the Articles of Incorporation as a member of the initial board of directors shall hold office until his or her resignation, removal from office, death, or the expiration of his or her term. The term of each director shall be determined by the full board of directors, at the initial meeting of the board of directors or, for subsequently appointed directors, at such time as each director is appointed.

(c) At the annual meeting of the directors, the directors shall elect a chairman of the board who shall serve until the next annual meeting. The chairman of the board shall preside at all meetings of the board of directors.

Section 3. Vacancies. Vacancies in the board of directors, whether occurring by reason of an increase in the size of the board, or the death, resignation, disqualification, or removal of a director, or the expiration of a director's term, shall be filled by the affirmative vote of the majority of the full board of remaining directors, even if the remaining directors do not constitute a quorum, but provided that LCRDA has a right to appoint the majority of the directors. A director appointed to fill a vacancy shall hold office until the expiration of the term of the position he or she has filled, or his or her earlier resignation, removal, or death.

Section 4. Annual and Regular Meetings of the Board. The annual meeting of the board of directors shall be held in each year. Regular meetings of the board shall be held at such place and time thereafter during the year as the board of directors may fix. Annual or regular meetings of the board of directors shall be held within Leon County, Florida, and no notice need be given any director concerning any annual or regular meeting. Members of the board of directors may participate in any regular or special meeting by means of Electronic Participation, as set forth below.

Section 5. Special Meetings of the Board. Special meetings of the board of directors may be called at any time and place by the President, the Chairman of the board, or by a majority of the directors. Notice of each special meeting shall be given by the Secretary to each director not less than seventy-two (72) hours before the meeting. Notice of a special meeting may be given by telephone. Notice of a special meeting of the board, however, need not be given to any director who signs a waiver of notice either before or after the meeting. Attendance of a director at a special meeting shall constitute a waiver of notice of such meeting and waiver of any and all objections to the place of the meeting, the time of the meeting, or the manner in which it has been called or convened, except when a director states, at the beginning of the meeting, any objection to the transaction of business because the meeting is not lawfully called or convened. Neither the business to be transacted at, nor the purpose of, any special meeting of the board of directors need be specified in the notice or waiver of

notice of such meeting. Special meetings of the board of directors may be held by means of Electronic Participation, as set forth below.

Section 6. Electronic Participation, Quorum and Voting.

(a) “Electronic Means” for participating in meetings may include the use of such devices as a conference telephone or any other communications media that allows the absent directors to participate in discussions, and to be heard at the same time by other directors and the public during the meeting. Participation via Electronic Means by an absent member of the board of directors in a regular, special, or committee meeting of the board shall be permitted only when such absence is due to extraordinary circumstances such as serious illness. Whether the absence of a director due to any other reason constitutes such an extraordinary circumstance shall be determined by majority vote of the directors present at such a meeting where a quorum is present. If more directors are approved to participate via electronic means than can be accommodated by available Electronic Means, then directors will be accommodated in the order the requests were received.

(b) Unless provided otherwise by the Articles of Incorporation, a majority of the number of directors fixed in the manner provided in these Bylaws shall constitute a quorum for the transaction of business. Only those directors who are physically present at a meeting shall be deemed present for purposes of determining the presence of a quorum. For all other purposes of these Bylaws directors shall be deemed present at such meeting if participating by Electronic Means in addition to those who are physically present at a meeting.

(c) The act of a majority of directors present at a meeting at which a quorum is present shall be the act of the board of directors, unless provided to the contrary in the Articles of Incorporation. A director who is present at a meeting on which action on any corporate matter is taken shall be deemed in favor of the action taken, unless he or she votes against the action or abstains from voting with respect thereto because of an asserted conflict of interest.

(d) A majority of the directors present, whether or not a quorum exists, may adjourn any meeting of the board of directors to another time and place. Notice of any such adjourned meeting shall be given to the directors who were not present at the time of adjournment and, unless the time and place of the adjourned meeting are announced at the time of the adjournment, to the other directors.

Section 7. Director Conflict of Interest.

(a) A conflict of interest transaction is a transaction with the Corporation in which a director of the Corporation has a direct or indirect interest. A conflict of interest transaction is not voidable by the Corporation solely because of the director’s interest in the transaction if either of the following is true:

(1) The material facts of the transaction and the director’s interest were disclosed or known to the board of directors or a committee of the board of directors and the board of directors or committee authorized, approved, or ratified the transaction; or

(2) The transaction was fair and reasonable to the Corporation at the time it is authorized by the board or a committee.

(b) For purposes of this section, a director of the Corporation has an indirect interest in a transaction if (1) another entity in which he or she has a material financial interest or in which he or she is a general partner is a party to the transaction, or (2) another entity of which he or she is a director, officer, or trustee is a party to the transaction and the transaction is or should be considered by the board of directors of the Corporation. A director of the Corporation does not have an indirect interest in a transaction with LCRDA under subsection (b)(2) simply by virtue of also being a director, officer or trustee of LCRDA.

(c) For purposes of subsection (a)(1), a conflict of interest transaction is authorized, approved, or ratified if it receives the affirmative vote of a majority of the directors on the board of directors (or on the committee) who have no direct or indirect interest in the transaction, but a transaction may not be authorized, approved, or ratified under this section by a single director. If a majority of the directors who have no direct or indirect interest in the transaction vote to authorize, approve, or ratify the transaction, a quorum is present for the purpose of taking action under this section. The presence of, or a vote cast by, a director with a direct or indirect interest in the transaction does not affect the validity of any action taken under subsection (a)(1) if the transaction is otherwise authorized, approved, or ratified as provided in that subsection.

(d) Directors shall additionally adhere to the conflict of interest provisions of Chapter 112, Florida Statutes.

Section 8. Public Meetings and Records. Given the intended business relationship with Leon County Research and Development Authority (“LCRDA”), a public body governed by Chapter 159, Florida Statutes, all meetings of the board of directors are declared public meetings subject to Section 286.011, Florida Statutes, and must be properly noticed, open to the public, and minutes of the meeting promptly recorded and available for public inspection. No resolution, rule, or formal action shall be considered binding except as taken or made at such meeting. Directors are forbidden from discussing outside of a public meeting any item of business which could foreseeably come before the board of directors. Each member of the Board shall also file a statement of financial interest within thirty (30) days of the date of the appointment in accordance with Section 112.3145, Florida Statutes.

Section 9. Executive and Other Committees. The board of directors, by resolution adopted by a majority of the full board, may designate three or more of its members to constitute an executive committee and one or more other committees, each of which, to the extent provided in such resolution, shall have and may exercise all the authority of the board of directors, except that no committee shall have authority to:

- (1) Fill vacancies on the board of directors or any committee thereof; or
- (2) Amend the Bylaws;

The board, by resolution adopted in accordance with this section, may designate one or more directors as alternate members of a committee who may act in the place of any absent member or members at

any meeting of the committee, may fill vacancies in such committee, discharge any or all members of such committee, with or without cause, at any time, or may dissolve or deactivate such committee.

Section 10. Removal of Directors. At a special meeting of directors called expressly for that purpose, any director or the entire board of directors may be removed with or without cause by a vote of a majority of the full board of directors. In the event that all directors are removed simultaneously, LCRDA shall appoint the majority of the new directors. If such director is a member of the executive committee or any other committee of the board of directors, he or she shall cease to be a member of that committee when he or she ceases to be a director.

ARTICLE III

Officers

Section 1. Officers. This Corporation shall have a President, a Vice President, a Secretary, a Treasurer, and such other officers, assistant officers, and agents as the board from time to time shall deem advisable. Corporate officers shall be elected by the board at the annual meeting of the board and shall hold office for the term of one (1) year and until their successors are elected and qualified, unless sooner removed by the board of directors. Any person may hold two or more offices. The failure to elect a President, Secretary, or Treasurer shall not affect the existence of the Corporation.

Section 2. Executive Director. The Executive Director shall have full authority to act on behalf of the Corporation within limits established by the board of directors. In the absence of the appointment of any other officers, the Executive Director shall have the powers and obligations of the President, Secretary and Treasurer until such time as LCRDA appoints individuals to these officer positions.

Section 3. President. The President shall be the chief executive officer of the Corporation and, in the absence of the chairman of the board of directors, shall preside at all meetings of the board of directors of the Corporation, shall have general supervision of the affairs of the Corporation, shall make reports to the directors, shall execute all instruments in the name of the Corporation and inscribe the seal where necessary or required, and shall perform all such other duties as are incident to his or her office or are properly required of him or her by the board of directors. The President shall be authorized to execute all documents on behalf of the Corporation without the necessity of joinder or attestation of any other officer.

Section 4. Vice President. If elected or appointed, the Vice President, in the absence or disability of the President, shall exercise the power and shall perform the duties of the President and shall exercise such other power and perform such other duties as the board of directors may prescribe.

Section 5. Secretary. The Secretary shall keep the minutes of all proceedings of the directors, shall attend to the giving and serving of all notices to the directors or other notice required by law or by these Bylaws, shall affix the seal of the Corporation to deeds, contracts, and other instruments or writings requiring a seal, when duly signed or when so ordered by the directors, shall authenticate records of the Corporation, shall have charge of all of the corporate records (except the financial records) and such other books and papers as the board may direct, and shall perform all other duties incident to the office of Secretary.

Section 6. Treasurer. The Treasurer shall have custody of all corporate funds, securities, financial records, and evidences of indebtedness of the Corporation, shall receive and give receipts and acquittances for monies paid in on account of the Corporation, shall pay out of the funds on hand all bills, payrolls, and other just debts of the Corporation, of whatsoever nature, upon maturity, shall enter regularly in books to be kept by him or her for that purposes, full and accurate accounts of all monies received and paid out by him or her on account of the Corporation, and shall perform all other duties incident to the office of Treasurer and as may be prescribed by the directors.

Section 7. Other Officers. Other officers and agents shall be subject to the supervision of and shall be responsible to perform the duties prescribed by the board of directors.

Section 8. Vacancies. A vacancy in any office due to death, resignation, removal, disqualification, creation of a new position, or any other reason may be filled by the board of directors for the unexpired portion of the term.

Section 9. Removal. Any officer or agent may be removed from office with or without cause by the board of directors. In the case of the President, such removal shall be by a vote of not less than a majority of the full board of directors whenever, in the board's judgment, the removal will serve the best interests of the Corporation, but removal shall be without prejudice to the contract rights, if any, of the person removed. Removal of any other officer may be either by a majority of the whole membership of the board of directors or by the President. Election or appointment of an officer or agent shall not of itself create contract rights.

Section 10. Salaries. The salaries, if any, of all officers of the Corporation shall be fixed by the board of directors.

ARTICLE IV

Books and Records

The Corporation shall keep correct and complete books and records of account and shall keep as permanent records minutes of the proceedings of its board of directors and committees of directors. Any books, records, and minutes may be in written form or in any other form capable of being converted into written form within a reasonable time.

ARTICLE V

Corporate Indemnification Plan

Section 1. Definitions. For purposes of this Article V, the following terms shall have the meanings hereafter ascribed to them:

(a) "Corporation" includes, as the context may require, Innovation Park TLH, Inc., any resulting corporation and any constituent corporation (including any constituent of a constituent) absorbed in a consolidation or merger, so that any person who is or was a director or officer of a constituent corporation, or is or was serving at the request of a constituent corporation as a director or officer of another corporation, partnership, joint venture, trust or other enterprise, is in the same

position with respect to the resulting or surviving corporation as he or she would have been with respect to such constituent corporation if its separate existence had continued.

(b) “Expenses” include, without limitation, all costs, expenses, attorneys’ fees, and paralegal expenses incurred by the director or officer in, for or related to the Proceeding or in connection with investigating, preparing to defend, defending, being a witness in or participating in the Proceeding, including such costs, expenses, attorneys’ fees and paralegal expenses incurred on appeal. Such attorneys’ fees shall include without limitation, (a) attorneys’ fees incurred by the director or officer in any and all judicial or administrative proceedings, including appellate proceedings, arising out of or related to the Proceedings; (b) attorney’s fees incurred in order to interpret, analyze or evaluate that person’s rights and remedies in the Proceedings or under any contracts or obligations which are the subject of such Proceeding; and (c) attorneys’ fees to negotiate with counsel for any claimant, regardless of whether formal legal action is taken against him or her.

(c) “Liability” includes obligations to pay a judgment, settlement, penalty, fine (including an excise tax assessed to any employee benefit plan), and Expenses actually and reasonably incurred with respect to a Proceeding.

(d) “Not Opposed to the Best Interest of the Corporation” describes the actions of a person who acts in good faith and in a manner he or she reasonably believes to be in the best interest of the Corporation or the participants and beneficiaries of an employee benefit plan, as the case may be and with such care as an ordinarily prudent person in a like position would use under similar circumstances.

(e) “Other Enterprises” include employee benefit plans.

(f) “Proceeding” includes any threatened, pending, or complete action, suit, or other type of proceeding, whether civil, criminal, administrative, or investigative and whether formal or informal to which the person is a party by reason of the fact that he or she is or was a director or officer of the Corporation or is now or was Serving at the Request of the Corporation as a director or officer of another corporation, partnership, joint venture, trust or Other Enterprise.

(g) “Serving at the Request of the Corporation” includes any service as a director or officer of the Corporation that imposes duties on such persons, including duties relating to an employee benefit plan and its participants or beneficiaries.

Section 2. Indemnification. The Corporation shall indemnify to the fullest extent permitted by law and shall advance Expenses therefor to any director or officer who was or is a party to any Proceeding, against Liability incurred in connection with such Proceeding, including any appeal thereof; provided, however, that no indemnification under this Section 2 shall be made:

(a) If a judgment or other final adjudication established that the person’s actions or omissions to act were material to the cause of action adjudicated and such actions or omissions constitute either:

(1) A violation of the criminal law, unless the director or officer had reasonable cause to believe his or her conduct was lawful or had no reasonable cause to believe his or her conduct was unlawful;

(2) A transaction from which the director or officer derived an improper personal benefit;

(3) In the case of a director, a circumstance under which the Liability provisions of Florida Statutes, Section 617.0834 are applicable; or

(4) Willful misconduct or a conscious disregard for the best interest of the Corporation in a Proceeding by or in the right of the Corporation to procure a judgment in its favor.

(b) Unless authorized in the specific case by either:

(1) The board of directors by a majority vote of a quorum consisting of directors who were not parties to such Proceeding;

(2) If such a quorum is not obtained or, even if obtained, a majority vote of a committee duly designated by the board of directors (in which directors who are parties may participate) consisting solely of two or more directors not at the time parties to the Proceeding;

(3) Independent legal counsel:

(i) Selected by the board of directors prescribed in subsection (b)(1) or the committee prescribed in subsection (b)(2);

(ii) If a quorum of the directors cannot be obtained for subsection (b)(1) and the committee cannot be designated under subsection (b)(2) selected by majority vote of the full board of directors (in which directors who are parties may participate).

(c) Upon determination that:

(1) In a Proceeding other than an action by, or in the right of, the Corporation, the person did not act in good faith and in a manner he or she reasonably believed to be in, or Not Opposed to, the Best Interests of the Corporation and, with respect to any criminal action or Proceeding, had reasonable cause to believe his or her conduct was unlawful;

(2) In a Proceeding by, or in the right of, the Corporation to procure a judgment in its favor, the person did not act in good faith and in a manner he or she reasonably believed to be in, or Not Opposed to, the Best Interests of the Corporation; provided, further, that the parties described in Sections 2(b)(1)(3) shall not authorize any indemnification in such a Proceeding if the person has been adjudged to be liable therein. The foregoing provision shall not preclude or limit indemnification under the mandatory indemnification provision of Section 3 or as directed by the court pursuant to Section 4;

(3) For purposes of making the determinations set forth in subsections (c)(1) and (c)(2) above, the fact that a Proceeding was terminated by a judgment, order, settlement or conviction

or upon plea of nolo contendere or its equivalent shall not, of itself, create a presumption that the person did not act in good faith and in a manner which he or she reasonably believed to be in, or Not Opposed to, the Best Interests of the Corporation or, with respect to any criminal action or Proceeding, that the person has reasonable cause to believe that his or her conduct was unlawful.

Section 3. Successful Defense. In all events, and notwithstanding the conditions and qualifications set forth in Section 2 above, the Corporation shall indemnify a director or officer who has been successful on the merits or otherwise in defense of any Proceeding or in defense of any claim, issue, or matter therein, against Expenses actually and reasonably incurred by him or her in connection therein.

Section 4. Court Ordered Indemnification. Notwithstanding the failure of the Corporation to provide indemnification due to a failure to satisfy the conditions of Sections 1(d) or 2(a)(1) and despite any contrary determination of the board in the specific case, a director or officer of the Corporation who is or was a party to a Proceeding may apply for indemnification or advancement of Expenses, or both, to the court conducting the Proceeding, to the circuit court, or to another court of competent jurisdiction, and such court may order indemnification and advancement of Expenses, including Expenses incurred in seeking court ordered indemnification or advancement of Expenses, if it determines that:

(a) The director or officer is entitled to mandatory indemnification under Section 3, in which case the court shall also order the Corporation to pay such person reasonable Expenses incurred in obtaining court ordered indemnification or advancement of Expenses;

(b) The director or officer is entitled to indemnification or advancement of Expenses, or both, under Section 2; or

(c) The directors or officer is fairly and reasonably entitled to indemnification or advancement of Expenses, or both, in view of all the relevant circumstances, regardless of whether such person met the standards of conduct set forth in Sections 1(d) or 2(a)(1).

Section 5. Authorization. If a judgment or other final adjudication establishes that the person's actions or omissions to act were material to the cause of action adjudicated and such actions or omission constitute a violation of the standards set forth in Sections 1(d) and 2(a)(1), then the Corporation shall cause one or more of the meetings described in Sections 2(b)(1)-(3) to be held for the purpose of determining and authorizing indemnification.

Section 6. Advancement of Expenses. Expenses incurred by an officer or director in defending a Proceeding may be paid by the Corporation in advance of the final disposition of such Proceeding upon receipt of an undertaking by or on behalf of such director or officer to repay such amount if he or she is ultimately found not to be entitled to indemnification by the Corporation pursuant to this Article V. Expenses incurred by other employees or Agents may be paid in advance upon such terms or consideration that the board of directors deems appropriate.

Section 7. Continuing Indemnification. Indemnification and advancement of Expenses as provided in this Article shall continue as, unless otherwise provided when such indemnification and

advancement of Expenses was authorized or ratified, to a person who has ceased to be a director or officer and shall inure to the benefit of the heirs, executors and administrators of such person.

Section 8. Liability Insurance. The Corporation shall have the power to purchase and maintain insurance on behalf of any person who is or was a director or officer of the Corporation or is or was serving at the request of the Corporation as a director or officer of another corporation, partnership, joint venture, trust, or other enterprise against any liability asserted against him or her and incurred by him or her in any such capacity or arising out of his or her status as such, whether or not the Corporation would have the power to indemnify him or her against such liability under the provisions of this Article V.

Section 9. Employee and Agents. The board of directors may authorize indemnification or advancement of expenses in favor of other employees or agents upon such terms or conditions as the board of directors may deem appropriate under the circumstances, and may enter into agreement thereof with such employees and agents.

Section 10. Indemnification Hereunder in Addition to Other Rights. The rights of an officer or director hereunder shall be in addition to any other rights such person may have under the Corporation's Articles of Incorporation or the Florida General Corporation Act or otherwise, and nothing herein shall be deemed to diminish or otherwise restrict such person's right to indemnification under any such other provision. It is the intent of this Bylaw to provide the maximum indemnification possible under the applicable law. To the extent applicable law or the Articles of Incorporation of the Corporation, as in effect on the date hereof or at any time in the future, permit greater indemnification than is provided for in this Bylaw, the parties hereto agree that Indemnitee shall enjoy by this agreement the greater benefits so afforded by such law or provision of the Articles of Incorporation, and this Bylaw and the exceptions to indemnification set forth in Section 2(a), to the extent applicable, shall be deemed amended without any further action by the Corporation to grant such greater benefits.

Section 11. Indemnification to Fullest Extent of Law. This Article V shall be interpreted to permit indemnification to the fullest extent permitted by law. If any part of this Article shall be found to be invalid or ineffective in any action, suit or proceeding, the validity and effect of the remaining part thereof shall not be affected. The provisions of this Article V shall be applicable to all Proceedings commenced after the adoption hereof, whether arising from acts or omissions occurring before or after its adoption.

Section 12. Limitations. In no event shall the Corporation indemnify an officer or director against any Liability or advance Expenses arising out of or relating to a Proceeding brought by, on behalf of, or for the benefit of, such officer or director against the Corporation.

ARTICLE VI

Seal

The corporate seal shall have the name of the Corporation between two concentric circles and the words "Corporate Seal 2019 Florida" and the year of incorporation in the center of that circle.

ARTICLE VII

Amendment by Directors

These Bylaws may be repealed or amended, and new bylaws may be adopted, by a majority of the board of directors at any meeting thereof, provided, however, that the rights of LCRDA set forth herein shall not be amended or terminated without the written approval of LCRDA.

ARTICLE VIII

Fiscal Year

The fiscal year of this Corporation shall begin on October 1 and end on September 30.

ARTICLE IX

Members

The Corporation shall not have any members.

The undersigned, being the duly elected and acting Secretary of the Corporation, hereby certifies that the foregoing constitute the validly adopted and true Bylaws of the Corporation as of the date set forth below.

Dated: _____
April Salter, Secretary
(Corporate Seal)

INNOVATION PARK TLH, INC.

BOARD OF DIRECTORS ACTION BY CONSENT

Organizational Action

The undersigned, being all of the members of the Board of Directors of Innovation Park TLH, Inc. (the "Corporation"), hereby consent to the following action by the Board of Directors of the Corporation in lieu of an organizational meeting of the Board of Directors pursuant to §617.0821 of the Florida Statutes and instruct the Secretary of the Corporation to enter this written consent in the minute book of the Corporation:

1. The Articles of Incorporation of the Corporation as filed with the Florida Department of State are hereby ratified and approved and the Secretary is instructed to insert in the minute book of the Corporation the Certificate of Incorporation, including such Articles, having an effective date of _____, 2019.
2. Bylaws for the government of the Corporation and for the regulation and management of its affairs, prepared by counsel for the Corporation, are hereby approved and adopted by the Board of Directors, and the Secretary of the Corporation is instructed to insert a copy of the same in the minute book of the Corporation immediately following the Certificate of Incorporation.
3. It is hereby acknowledged that the Board of Directors of the Corporation consists of David Ramsay, Kim Williams and April Salter who were designated as the initial members of the Corporation's Board of Directors in the Corporation's Articles of Incorporation. The Directors shall serve one year terms, unless reappointed, but in any event until their successors are elected and qualified or until their death, resignation, or removal pursuant to the Bylaws of the Corporation.
4. The following officers of the Corporation are elected to serve until the next annual meeting of the Board of Directors and until their successors are elected and qualified or until their resignation or removal pursuant to the Bylaws of the Corporation:

President	David Ramsay
Vice President	Kim Williams
Secretary/Treasurer	April Salter

5. A seal consisting of two concentric circles with the words "INNOVATION PARK TLH, INC." between the circles and "Corporate Seal 2019 Florida" in the center is hereby adopted as the official seal of the Corporation and the Secretary is instructed to affix the seal as adopted immediately below this paragraph.
6. A standard form of banking resolution authorizing the establishment of an open deposit account with, and the borrowing of money from Hancock Bank is hereby adopted and the Secretary is instructed to place a copy thereof in the minute book of the Corporation and to furnish an executed

copy thereof to said bank. Any and all other resolutions required by the bank in connection with the opening and operation of the assets of the Corporation at said bank are authorized. Such bank resolutions will designate who may make withdrawals on behalf of the Corporation and any limitations deemed appropriate.

7. The fiscal year of the Corporation shall end on September 30 of each year, beginning with the year ended September 30, 2019.

The officers of the Corporation are authorized and directed to pay from corporate funds all fees and expenses incurred prior to the filing of the Corporation's Articles of Incorporation with the Secretary of State of the State of Florida, including, but not limited to, legal fees, accounting fees, filing fees and costs incurred in connection with the incorporation of the Corporation.

Execution of this document by the undersigned, being all of the members of the Board of Directors, and the subsequent insertion of this document in the minute book of the Corporation, waives any requirement of a formal meeting of the Board of Directors to conduct the business referred to herein.

Dated as of the _____ day of _____, 2019.

David Ramsay, Director

Kim Williams, Director

April Salter, Director

Innovation Park Strategic Plan-DRAFT
1/14/2018

1. Goal: Construct and equip the incubator by December 31, 2020 and have 50% occupied by December 31, 2021
 - a. How do we construct, equip and fill the incubator?
 - i. Obtain EDA grant and partner matching funds
 - ii. Hire architect to manage Design-Bid-Build (consider 2nd floor LCRDA offices)
 - iii. Create non-profit to solicit additional needed funds/manage incubator
 - iv. Identify equipment needs and solicit donations/funding to purchase
 - v. Develop advisory board, policies, procedures, marketing plan
 - vi. Recruit support service providers
 - vii. Recruit mentor network
 - b. How will create new/restructure existing programs?
 - i. Work with partner/community programs that can feed the incubator and identify gaps;
 - ii. Restructure EEP to fill identified gaps and provide a technology company focused education component
 - iii. Develop and be the front door for private sector access to university assets
 - iv. Restructure Tech Grant Program to provide funding to incubated/accelerated companies
 - v. Identify and assess KPI(s) currently used by incubator programs/parks**
 - vi. Identify peer partners (i.e. existing parks with the incubator model) in the ecosystem who can be engaged throughout the planning and implementation phase as a resource.**
2. Goal: Asset Maximization & Readiness (Make this a SMART GOAL)
 - a. How do we maximize the value of existing park assets?
 - i. Make minimal renovations quickly to Collins Building to relocate LCRDA offices and start incubation programs, leased offices, co-working space, classroom, meeting rooms, shared kitchen, shared lab before final building is ready
 - ii. RFI for Knight Building to identify viable food, co-working space, meeting space and other amenity options (need engineering study)
 - iii. Evaluate feasibility of conference facility for small or large (50+) meetings/event space
 - iv. Develop plan for future land use including identifying any Geotech issues
 - v. Update building facades
 - vi. Update Morgan building carpet, paint, ceiling tiles
 - vii. Create a covered pavilion on Knight site
 - b. How do we get our assets ready to market?
 - i. Make development requirements easier to understand
 1. Develop clear park admission/selection criteria
 2. Align C&R and PUD
 3. Document development process for both LCRDA and City requirements
 - ii. Make development process faster
 1. Develop pad-ready sites

Innovation Park Strategic Plan-DRAFT
1/14/2018

2. Develop spec building
 3. Develop expedited site review process by Innovation Park DRC
 4. Formalize agreement with universities regarding availability of their leased land for private company development
 - iii. Develop more service offerings
 1. Networking events
 2. More frequent Tech Topics
 3. Develop affinity programs with area amenities like golf, pool, tennis, libraries, career center
3. Goal: Attract at least 3 new targeted private companies to expand/relocate to Innovation Park by December 31, 2021.
 - a. How do we market the park?
 - i. Develop clear targets which increase private sector mix in the park including both innovative and stable companies which contribute to the collaborative environment
 - ii. Document research and development assets in the park
 - iii. Develop events that specifically target potential tenants/research park members
 - iv. Coordinate site inventory with OEV
 - b. How do we recruit (sell) the park?
 - i. Identify LCRDA incentive toolbox/parameters (discounted land, office leases, improvement financing)
 - ii. Understand and promote State & Local incentives on our website
 - iii. Partner with OEV and understand their process and how we can support
4. Goal: Develop partnerships and collaborations in order to accomplish our other goals.
 - a. How do we engage the airport for collaboration?
 - i. Get a LCRDA board member on TLH advisory board, and/or;
 - ii. Form a monthly meeting of key stakeholders to discuss (see Dailey comments)?
 - iii. Identify how we can help each other market property
 - iv. Is there an opportunity for a joint venture?
 - b. What other collaboration opportunities?
5. Issues:
 - a. What can we achieve with current financial and staff resources?
 - b. What additional resources can we find to achieve goals?
 - c. What happens if/when lease revenue drops significantly?
 - d. Mixed use development of the table for now?
 - e. "We-live" housing idea?

Ron Miller

From: RAYMOND Bye <rebye@comcast.net>
Sent: Tuesday, January 15, 2019 3:05 PM
To: Ron Miller
Cc: Ray Bye
Subject: RE: Revised Strategic Plan Outline

Ron, here is my suggestion for a revised plan.

VISION STATEMENT: (Needs to be developed: What would we want Innovation Park to become by 2012?)

GOAL #1: Construct, equip, and open incubator by 12/31/2020 and have a commitment for 50% occupancy by

12/31/2021.

a. Construct, equip, and open incubator by 12/31/2020.

1. Obtain EDA grant and secure partner matching funding.
2. Hire architect to manage Design-Bid-Build.
3. Create a non-profit to solicit additional funding and manage incubator.
4. Identify equipment needs.

b. Create new/restructured programs.

1. Work with partner/community programs that can feed the incubator.
2. Provide a technology company-focused education component.
3. Develop jointly with university partners a 'front door' for private sector access to

university assets

GOAL #2: Asset maximization and readiness

a. Maximize the value of existing Park assets.

1. Develop a renovation plan for the Park.
2. Assess new facility needs within the Park.
3. Develop a plan for future land use including identifying geological issues.

b. Develop a marketing plan for the Park with novel approaches and improved information on Park assets.

- occupancy.
1. Streamline various requirements and processes for enhanced development and occupancy.
 2. Seek collaborations to add new land for lease.
 3. Assess current amenities and determine any future needs.
 4. Coordinate these activities with OEV.

GOAL #3: Develop new partnerships and collaborations and strengthen current partner relationships.

- a. Develop collaboration plan jointly with Tallahassee Airport Authority board and senior leaders.
- b. Assess other collaboration possibilities.

GOAL #4: Develop a Resource Assessment Plan to assess current resources with Park and staff and determine

adequacy in light of current and future needs and opportunities.

- a. Plan should include new revenues/opportunities as well as loss of revenue impact.
- b. Determine other options/issues affecting resources--current and potential.