#### Leon County Research and Development Authority Board of Governors Meeting

<u>Location: Danfoss Turbocor</u> 1769 E Paul Dirac Dr, Tallahassee, FL 32310 Thursday, June 7, 2018, 11:00am to 1:30pm

#### Agenda

- 1. Call to Order
- 2. Introduction of Guests
- 3. Modifications to the Agenda
- 4. Public Comment
- 5. Approval of Draft Meeting Minutes, April 5, 2018 (Attachment A)
- 6. Consent Agenda
  - a. Executive Committee Report, May 23, 2018 (Attachment B)
  - b. Treasurer's Report, June 7, 2018 (Attachment C)
  - c. Monthly Financial Reports
    - i. March 2018 (Link)
    - ii. April 2018 (Link)
  - d. Investment Reports
    - i. March 2018(Attachment DI)
    - ii. April 2018 (Attachments D2)
  - e. Morgan Building Lease Amendment: FSU IT Services (Attachment E)

Executive Committee requests ratification of its approval of an amendment to the lease with Florida State University Board of Trustees for FSU IT Services Space in the Morgan Building to reduce the leased square footage from 11,044 to 10,059 square feet effective April 1, 2018 and increase the square footage to 13,269 square feet effective June 1, 2018. The rental rate is reduced from \$15,277.53 per month to \$13,914.95 per month effective April 1, 2018 and increased to \$18,355.45 per month effective June 1, 2018.

f. Innovation Park Tech Grant Award Agreements (Attachment F)

Executive Committee requests ratification of its approval of the award agreements for the first-place prize of \$15,000 and the second-place prize of \$10,000. The awards were determined at the Elevator Pitch Night Event on May 16, 2018, and the first and second place winners were DiaTech Diabetic Technologies LLC, and NeuroJungle LLC, respectively.

g. Restroom Partitions Bid (Attachment G)

Executive Committee requests ratification of the Chair's approval of an \$11,068 purchase of partitions related to the Fuqua Atrium restroom renovations. The amount and use of fund is in the

approved budget. Talcor requested approval in accordance with the purchasing policy for amounts over \$10,000, as well accepting only two bids rather than three. A second bid was received for \$21,700, and a third vendor declined to bid. Staff believes the dollar amount is appropriate, and the best price is from the dominant vendor that other contractors Talcor contacted indicated they would get bids from if they were to do the job. Staff requested Chair approval to move forward with this vendor in order to keep the project on schedule, and once completed, in order to move forward with the interior Morgan restroom renovations. The urgency is driven by FSU IT services staff moving in which will increase the need for the restroom capacity as soon as possible.

#### h. Janitorial Services RFP 18-02 (Attachment H)

Executive Committee requests ratification of its approval to issue RFP 18-02 for Janitorial Services. The current agreement expires August 31, 2018. Proposals will be evaluated by Talcor and staff and presented to the Executive Committee for its approval.

#### i. Property Management and Accounting Services RFP 18-03 (Attachment I)

Executive Committee requests ratification of its approval to issue RFP 18-03 for Property Management and Accounting Services. The current agreement expires September 30, 2018. The Chair will form a committee of the Board to evaluate proposals and to make recommendations to the Board for the award of an agreement.

#### j. Innovation Park SBIR/STTR Program FAMU Grant Funding (Attachment J)

Executive Committee requests ratification of its approval of an agreement with Florida A&M University (FAMU), subject to final language review by the Authority's General Counsel and approval by the Chair, for the Authority to develop and operate a comprehensive Small Business Innovation Research / Small Business Technology Transfer(SBIR/STTR) training program, and to receive \$45,000 in Economic Development Administration Regional Innovations funding over three years to be matched by internal Authority funds in the form of salaries and benefits. The goal of creating this program is to educate researchers so that they can increase the amount of won SBIR/STTR awards for the region, while elevating Florida's ranking on projects won and dollar amounts brought into the state. Special emphasis will be placed on attracting economically and/or socially disadvantaged individuals to the training. The agreement, substantially in the form as attached, is being reviewed by FAMU.

#### k. Collins Building Lab Lease Rate

Executive Committee requests ratification of its approval of office and lab space rents of \$16.60 per square foot. The rate contemplates minimal support services and utilities for the lab space beyond that of typical office space.

#### 1. Partial Release of Lease-National Magnetic Lab Parcels 4A-10A (Attachment K)

As directed by the Executive Committee, staff requests approval a Partial Release of Lease with the Board of Trustees of the Internal Improvement Trust Fund (BTIITF) for parcels 4A-10A

occupied by facilities of the National High Magnetic Field Laboratory. This release was requested by BTIITF to formally complete the transfer of the property previously executed on July 30, 1991. In accordance with Florida Statute, and the Authority Bylaws, the release must be approved by the Authority's Board at meeting where the appointees of the affiliated institutions of higher education are present.

----- END OF CONSENT AGENDA-----

- 7. SPECIAL GUEST: FAMU Office of Research Update—Dr. Timothy Moore
- 8. Incubation/Acceleration Program Development
  - a. Status Report (Attachment L) Michael Tentnowski will provide a status update regarding entrepreneurship and incubation program development.
  - b. Non-profit Organization Discussion Staff and General Counsel will present information regarding the formation of a 501(c)(3) organization to support Incubation/Acceleration Programs
- 9. Chair's Report
  - a. RFP 18-03 Evaluation Committee Appointment
  - b. Officer Terms/Chair Elect Discussion (Attachment M1)
  - c. Board Recruitment (Attachment M2)
- 10. Director of Programs and Communications Report (Attachment N)
  - a. TechGrant Recap
  - b. Upcoming Events
  - c. Board Newsletter
- 11. Property Manager's Report (Attachment O)
- 12. Executive Director's Report (Attachment P)
  - a. Collins Building
  - b. Trail
- 13. New Business
- 14. Adjourn

Next Meeting: August 2, 2018

(Subsequent meetings held the first Thursday of even numbered months.)

#### Leon County Research and Development Authority Board of Governors Meeting

Thursday, April 5, 2018 11:00am to 1:30pm Knight Administrative Centre 1736 W Paul Dirac Drive, Tallahassee, FL 32310

#### **Minutes**

**Members in attendance:** Dave Ramsay, Kim Williams, Anne Longman, Keith Bowers, Dustin Daniels, Paul Dean, Kim Dixon, Kristin Dozier, Eric Holmes, Kimberly Moore, April Salter (joined the meeting at 11:20am).

#### Members not in attendance: None.

Guests: Ron Miller, Michael Tentnowski, Denise Bilbow, Peggy Bielby (LCRDA staff); Stephanie Shoulet (NAI Talcor); Melissa VanSickle (Broad and Cassel); Al Latimer, Lindsay Volpe (Office of Economic Vitality).

#### 1. Call to Order

Chair Dave Ramsay called the meeting to order at 11:09am.

#### 2. Introduction of Guests

All present introduced themselves.

#### 3. Modifications to the Agenda

None.

#### 4. Public Comment

None.

#### 5. Approval of Draft Meeting Minutes

- a. October 5, 2017
- b. Gainesville/Alachua Trip, February 23, 2018

Kim Moore offered a motion to approve the October 5, 2017 Board of Governors meeting minutes. Kristin Dozier seconded the motion which passed unanimously.

Kristin Dozier offered a motion to approve the February 23, 2018 Board of Governors meeting minutes. Kim Moore seconded the motion, which passed unanimously.

#### 6. Consent Agenda

- a. Executive Committee Reports
  - i. November 6, 2017
  - ii. March 8, 2018
- b. Treasurer's Report
  - i. December 7, 2017
  - ii. April 5, 2018
- c. Investment Advisory Committee
  - i. Committee Report, November 20, 2017
  - ii. Investment Reports, September 2017- February 2018
- d. Development Review Committee Reports
  - i. October 17, 2017
  - ii. November 14, 2017

- iii. March 13, 2018
- e. Monthly Financial Reports
  - i. September 2017
  - ii. October 2017
  - iii. November 2017
  - iv. December 2017
  - v. January 2018
  - vi. February 2018
- f. Audit Committee
  - i. Report, October 31, 2017
  - ii. Report, February 27, 2018
  - iii. Audit Report, Fiscal Year 2016-17 Executive Committee requests ratification of its approval of the Audited Financial Statements for fiscal year 2016-17, as recommended by the Audit committee.
- g. Morgan Building Lease: FSU IT Services

Executive Committee requests ratification of its approval of a standard form university lease with Florida State University Board of Trustees for approximately 11,044 square feet (subject to final measurement) in the Morgan Building at \$16.60 per square feet, or monthly lease payments of \$15,277.53. The term of the lease is 12 months with an option to continue on a month-to-month basis by mutual agreement of the parties. Other than ordinary repairs, no significant renovations will be made, and FSU will be responsible for data/communications related improvements and any other costs related to the relocation. The Chair is authorized to approve minor changes to the final lease if necessary.

h. Trail Agreement

Executive Committee requests ratification of its approval to enter into an agreement with Leon County for the design, permitting, and construction of the Central Pond Trail substantially in the form of the draft agreement. The contract includes an estimated project cost of \$147,923.61 plus a contingency allowance of \$36,980.90, for a total estimated cost of \$184,904.51. The Authority will be liable for the actual cost of the project. It will have the opportunity to cancel the project after the design phase but would be liable for the design phase costs. The County's administrative fee included in the total cost is \$1,921.09, or 2% of the Construction Cost. The agreement was approved by the Leon County Board of County Commissioners at its March 27, 2018 meeting. It is noted that Governor Kristin Dozier recused herself from voting on this item before the Executive Committee due to a conflict of interest in her role as a County Commissioner.

i. Amendment to Contract for Legal Services

Executive Committee requests ratification of its approval to extend the Contract for Legal Services with Broad and Cassel, LLP one year through September 30, 2019.

Ron Miller asked that "Item 6(h)". be removed from the consent agenda.

Kim Moore offered a motion to approve the consent agenda as modified excluding "Item 6(h)". Kristin Dozier seconded the motion which passed unanimously.

Regarding "Item 6(h)", Ron Miller explained that the Executive Committee approved four non-substantive changes to the Trail Agreement which were not included in the agenda packet version. He reviewed all approved changes with the Board. Kristin Dozier stated that she was recusing herself from the discussion and vote on the Trail Agreement on the advice of the county attorney and staff because of a perceived conflict of interest. Keith Bowers offered a motion to ratify the approval of the Executive Committee to enter into the Trail Agreement with Leon County. Eric Holmes seconded the motion which passed 10-0 with one recusal.

#### 7. Office of Economic Vitality (OEV) Update

OEV staff, Al Latimer and Lindsay Volpe, provided an update regarding the Targeted Industries & Incubation Studies, the Magnetics Task Force, and the Gateway Project, as well as the newly announced OEV positions for an Applied Science and Innovation Project Manager and an Industry Expert Recruiter.

#### 8. IBR 18-01 Landscaping Services

Staff requests approval of the award of IBR 18-01 Landscaping and Ground Services to, and the resulting Agreement with, Heinz Brother Outdoor Services, Inc. (Heinz). Staff received three proposals through an informal bid request in accordance with Authority's Purchasing Policy, and Heinz, the incumbent vendor, bid the lowest price at \$34,854.64 for year 1, and a total of \$106,632.50 including option years 2, and 3. The contract term is for 1 year, with two one-year extensions at the option of the Authority.

Kim Moore offered a motion to approve the agreement. Keith Bowers seconded the motion which passed unanimously.

#### 9. Bing Bankruptcy

On October 5, 2017, the Board unanimously approved the Consent Agenda items including "item 6. (f)" ratifying Chair Longman's approval of a ballot accepting Bing Energy's Second Amended Bankruptcy Plan of Reorganization dated August 15, 2017. Governor Kim Williams voted for approval of the entire consent agenda and erred by not recusing himself from voting on item 6. (f) due to a conflict of interest. Staff requests the Board reconsider the item as follows:

Executive Committee requests ratification of Chair Longman's approval of a ballot accepting Bing Energy's Second Amended Bankruptcy Plan of Reorganization dated August 15, 2017. The amended plan of reorganization and disclosure statement are available at the link above. The primary change from the previous plan was replacing the minimal equity share for general unsecured claims with unsecured creditors receiving a 100% distribution solely from the proceeds of the Revised Adversary Proceeding and any litigation recoveries. A hearing on the case will be held September 21, 2017. An additional administrative claim in the amount of \$6,102.77 was filed on behalf of the Authority, and approved by the court, to reimburse the cost of removing hazardous materials from the former tenant's space. The Authority's total unsecured claim is \$41,734.43, and total administrative claim is \$43,713.57.

Kim Williams stated that he is recusing himself from the discussion and vote because he is an investor in Bing Energy. April Salter offered a motion to ratify the Chair's approval of the ballot accepting the amended plan of reorganization. Anne Longman seconded the motion which passed 10-0 with one recusal.

#### 10. Director of Entrepreneurship

Ron Miller introduced Michael Tentnowski who provided his first impressions, high level plan/approach, and provided a report of his numerous meetings in the community. He also shared his idea that the proposed new Gateway Project road be called Innovation Parkway. Kristin Dozier stated she has already mentioned this idea to the County Administrator Vince Long and Director of PLACE Ben Pingree both of whom approved.

The Board of Governors directed the Executive Director to reach out to TCC, FSU, and FAMU to endorse the name idea in partnership with Innovation Park and present it to the LCRDA Board of Governors at the June 7, 2018 Board meeting. If there is a formal proposal or resolution by the LCRDA, then it should be presented at the June 21, 2018 Blueprint IA Agency Board meeting.

#### 11. Chair's Report

- a. Board Composition and Nominations
- b. Alachua/Gainesville Trip-Discussion/Participant Comments
- c. Past Chairs Meeting

#### d. Proposal for Off-Site Board Meetings

Dave Ramsay discussed the Board composition and size, the UF trip, and Past Chairs meeting. Kim Dixon noted that she will resign as of Sept. 30, 2018. The terms of Paul Dean, Anne Longman, and Dave Ramsay expire Sept. 30, 2018 and they must reapply to continue to serve. Dustin Daniels stated he will continue to serve as the City of Tallahassee mayor's designee. No changes to the number of Board seats is being requested by the Board. The next meetings will be held at different Innovation Park locations. Paul Dean offered that Danfoss could host the next meeting.

#### 12. Executive Director's Report

- a. Collins Building Status
- b. Morgan Lab Prospect
- c. CBTR Lease Renewal
- d. Other items

Ron Miller reported on the status of the Park projects and leasing. He advised that SBDC has given notice of lease termination effective May 31, 2018. He also presented the Danfoss expansion rendering to the Board.

#### 13. Director of Programs and Communications Report

- a. Website Launch
- b. Booklets
- c. Tech Grant

Denise Bilbow reported that the new website is live, the booklets are in circulation including at OEV and the airport. TechGrant applications are closed, five finalists are chosen, and the TechGrant Pitch Night is May 16 at Goodwood Carriage House.

#### 14. Property Manager's Report

Stephanie Shoulet reported that Fuqua remodel bids are in, and other repairs are completed or underway. Morgan renovation is next. The monument signs are being painted and updated.

#### 15. New Business

None.

#### 16. Adjourn

The meeting adjourned at 1:30pm.

#### Next Meeting: June 7, 2018

(Subsequent meetings held the first Thursday of even numbered months.)

Attachment A

## FORM 8B MEMORANDUM OF VOTING CONFLICT FOR 5 of 8 COUNTY, MUNICIPAL, AND OTHER LOCAL PUBLIC OFFICERS

LAST NAME—FIRST NAME—MIDDLE NAME  Doizier, Kristin E			NAME OF BOARD, COUNCIL, COMMISSION, AUTHORITY, OR COMMITTEE Leon Co. Research & Development Authority					
MAILING ADDRESS 301 S. Monroe Street, 5th Floor		WHICH I SERVE		JTHORITY OR COMMITTEE ON				
сіту Tallahassee	COUNTY Leon	NAME OF POLIT	ICAL SUBDIVISION:	OTHER LOCAL AGENCY				
DATE ON WHICH VOTE OCCURRED April 5, 2018		MY POSITION IS	ELECTIVE	☑ APPOINTIVE				

#### WHO MUST FILE FORM 8B

This form is for use by any person serving at the county, city, or other local level of government on an appointed or elected board, council, commission, authority, or committee. It applies to members of advisory and non-advisory bodies who are presented with a voting conflict of interest under Section 112.3143, Florida Statutes.

Your responsibilities under the law when faced with voting on a measure in which you have a conflict of interest will vary greatly depending on whether you hold an elective or appointive position. For this reason, please pay close attention to the instructions on this form before completing and filing the form.

#### INSTRUCTIONS FOR COMPLIANCE WITH SECTION 112.3143, FLORIDA STATUTES

A person holding elective or appointive county, municipal, or other local public office MUST ABSTAIN from voting on a measure which would inure to his or her special private gain or loss. Each elected or appointed local officer also MUST ABSTAIN from knowingly voting on a measure which would inure to the special gain or loss of a principal (other than a government agency) by whom he or she is retained (including the parent, subsidiary, or sibling organization of a principal by which he or she is retained); to the special private gain or loss of a relative; or to the special private gain or loss of a business associate. Commissioners of community redevelopment agencies (CRAs) under Sec. 163.356 or 163.357, F.S., and officers of independent special tax districts elected on a one-acre, one-vote basis are not prohibited from voting in that capacity.

For purposes of this law, a "relative" includes only the officer's father, mother, son, daughter, husband, wife, brother, sister, father-in-law, mother-in-law, son-in-law, and daughter-in-law. A "business associate" means any person or entity engaged in or carrying on a business enterprise with the officer as a partner, joint venturer, coowner of property, or corporate shareholder (where the shares of the corporation are not listed on any national or regional stock exchange).

#### **ELECTED OFFICERS:**

In addition to abstaining from voting in the situations described above, you must disclose the conflict:

PRIOR TO THE VOTE BEING TAKEN by publicly stating to the assembly the nature of your interest in the measure on which you are abstaining from voting; and

WITHIN 15 DAYS AFTER THE VOTE OCCURS by completing and filing this form with the person responsible for recording the minutes of the meeting, who should incorporate the form in the minutes.

#### **APPOINTED OFFICERS:**

Although you must abstain from voting in the situations described above, you are not prohibited by Section 112.3143 from otherwise participating in these matters. However, you must disclose the nature of the conflict before making any attempt to influence the decision, whether orally or in writing and whether made by you or at your direction.

IF YOU INTEND TO MAKE ANY ATTEMPT TO INFLUENCE THE DECISION PRIOR TO THE MEETING AT WHICH THE VOTE WILL BE TAKEN:

You must complete and file this form (before making any attempt to influence the decision) with the person responsible for recording the
minutes of the meeting, who will incorporate the form in the minutes. (Continued on page 2)

#### **APPOINTED OFFICERS (continued)**

- · A copy of the form must be provided immediately to the other members of the agency.
- · The form must be read publicly at the next meeting after the form is filed.

IF YOU MAKE NO ATTEMPT TO INFLUENCE THE DECISION EXCEPT BY DISCUSSION AT THE MEETING:

- You must disclose orally the nature of your conflict in the measure before participating.
- You must complete the form and file it within 15 days after the vote occurs with the person responsible for recording the minutes of the
  meeting, who must incorporate the form in the minutes. A copy of the form must be provided immediately to the other members of the
  agency, and the form must be read publicly at the next meeting after the form is filed.

DISCLOSURE OF LOCAL OFFICER'S INTEREST	
, Kristin Dozier , hereby disclose that on April 5 , 20 18 :	
(a) A measure came or will come before my agency which (check one or more)	
inured to my special private gain or loss;	
Inured to the special gain or loss of my business associate,;	
(inured to the benefit of the Leon County Commission, an entity that I represent.)	
inured to the special gain or loss of by	
whom I am retained; or	
inured to the special gain or loss of, which	
is the parent subsidiary, or sibling organization or subsidiary of a principal which has retained me.	
(b) The measure before my agency and the nature of my conflicting interest in the measure is as follows:	
On April 5, 2018, the Board of Governors of the Leon County Research & Development Authority was asked to approve and enter in to an agreement with Leon County for the design, permitting and construction of a multi-use trail at Innovation Park. The agreement was approved by the Leon County Board of County Commissioners at its March 27, 2018 meeting.	
As an elected member of the Leon County Board of County Commissioners, I do not believe that there is a conflict of interest, but I understand there may be an appearance of a conflict and therefore I recused myself from the discussion and vote on this item at the April 5, 2018 meeting of the Board of Governors of the Leon County Research & Development Authority.	
If disclosure of specific information would violate confidentiality or privilege pursuant to law or rules governing attorneys, a public officer, who is also an attorney, may comply with the disclosure requirements of this section by disclosing the nature of the interest in such a way as to provide the public with notice of the conflict.	
Date Filed Signature	

NOTICE: UNDER PROVISIONS OF FLORIDA STATUTES §112.317, A FAILURE TO MAKE ANY REQUIRED DISCLOSURE CONSTITUTES GROUNDS FOR AND MAY BE PUNISHED BY ONE OR MORE OF THE FOLLOWING: IMPEACHMENT, REMOVAL OR SUSPENSION FROM OFFICE OR EMPLOYMENT, DEMOTION, REDUCTION IN SALARY, REPRIMAND, OR A CIVIL PENALTY NOT TO EXCEED \$10,000.

# FORM 8B MEMORANDUM OF VOTING CONFLICT FOR 7 of 8 COUNTY, MUNICIPAL, AND OTHER LOCAL PUBLIC OFFICERS

LAST NAME—FIRST NAME—MIDDLE NAME Williams, Kim B.		NAME OF BOARD, COUNCIL, COMMISSION, AUTHORITY, OR COMMITTEE  Leon County Research & Development Authority					
MAILING ADDRESS 215 E Pershing Street		WHICH I SERVE	IS A UNIT OF:	JTHORITY OR COMMITTEE ON			
CITY COUNTY Tallahassee Leon		NAME OF POLIT	COUNTY  TCAL SUBDIVISION:	☐ OTHER LOCAL AGENCY	,		
DATE ON WHICH VOTE OCCURRED April 5, 2018		MY POSITION IS	ELECTIVE	₩ APPOINTIVE			

#### WHO MUST FILE FORM 8B

This form is for use by any person serving at the county, city, or other local level of government on an appointed or elected board, council, commission, authority, or committee. It applies to members of advisory and non-advisory bodies who are presented with a voting conflict of interest under Section 112.3143, Florida Statutes.

Your responsibilities under the law when faced with voting on a measure in which you have a conflict of interest will vary greatly depending on whether you hold an elective or appointive position. For this reason, please pay close attention to the instructions on this form before completing and filing the form.

#### INSTRUCTIONS FOR COMPLIANCE WITH SECTION 112.3143, FLORIDA STATUTES

A person holding elective or appointive county, municipal, or other local public office MUST ABSTAIN from voting on a measure which would inure to his or her special private gain or loss. Each elected or appointed local officer also MUST ABSTAIN from knowingly voting on a measure which would inure to the special gain or loss of a principal (other than a government agency) by whom he or she is retained (including the parent, subsidiary, or sibling organization of a principal by which he or she is retained); to the special private gain or loss of a relative; or to the special private gain or loss of a business associate. Commissioners of community redevelopment agencies (CRAs) under Sec. 163.356 or 163.357, F.S., and officers of independent special tax districts elected on a one-acre, one-vote basis are not prohibited from voting in that capacity.

For purposes of this law, a "relative" includes only the officer's father, mother, son, daughter, husband, wife, brother, sister, father-in-law, mother-in-law, son-in-law, and daughter-in-law. A "business associate" means any person or entity engaged in or carrying on a business enterprise with the officer as a partner, joint venturer, coowner of property, or corporate shareholder (where the shares of the corporation are not listed on any national or regional stock exchange).

#### **ELECTED OFFICERS:**

In addition to abstaining from voting in the situations described above, you must disclose the conflict:

PRIOR TO THE VOTE BEING TAKEN by publicly stating to the assembly the nature of your interest in the measure on which you are abstaining from voting; and

WITHIN 15 DAYS AFTER THE VOTE OCCURS by completing and filing this form with the person responsible for recording the minutes of the meeting, who should incorporate the form in the minutes.

#### **APPOINTED OFFICERS:**

Although you must abstain from voting in the situations described above, you are not prohibited by Section 112.3143 from otherwise participating in these matters. However, you must disclose the nature of the conflict before making any attempt to influence the decision, whether orally or in writing and whether made by you or at your direction.

IF YOU INTEND TO MAKE ANY ATTEMPT TO INFLUENCE THE DECISION PRIOR TO THE MEETING AT WHICH THE VOTE WILL BE TAKEN:

You must complete and file this form (before making any attempt to influence the decision) with the person responsible for recording the
minutes of the meeting, who will incorporate the form in the minutes. (Continued on page 2)

#### **APPOINTED OFFICERS (continued)**

- · A copy of the form must be provided immediately to the other members of the agency.
- · The form must be read publicly at the next meeting after the form is filed.

IF YOU MAKE NO ATTEMPT TO INFLUENCE THE DECISION EXCEPT BY DISCUSSION AT THE MEETING:

- · You must disclose orally the nature of your conflict in the measure before participating.
- You must complete the form and file it within 15 days after the vote occurs with the person responsible for recording the minutes of the
  meeting, who must incorporate the form in the minutes. A copy of the form must be provided immediately to the other members of the
  agency, and the form must be read publicly at the next meeting after the form is filed.

DISCL	OSURE OF LOCAL OFFICER'S INTEREST	·
, Kim B. Williams	, hereby disclose that on April 5	_, 20 <u>18</u> :
(a) A measure came or will come before my	agency which (check one or more)	
_X inured to my special private gain or	· loss;	
inured to the special gain or loss of n	ny business associate,	;
inured to the special gain or loss of n	ny relative,	
inured to the special gain or loss of _		, by
whom I am retained; or		
inured to the special gain or loss of _		, which
is the parent subsidiary, or sibling org	ganization or subsidiary of a principal which has retained me.	
(b) The measure before my agency and the	nature of my conflicting interest in the measure is as follows:	
favor of approving Item 6. the Consapproval of a ballot accepting Bing I 15, 2017. I erred in not recusing my At the April 5, 2018 LCRDA Board of the LCRDA Chair's approval of a ba	the LCRDA Board of Governors meeting held on October 5, 2017 I voted then the Agenda, which included as Item 6.f. the ratification of the LCRDA Charles Second Amended Plan of Bankruptcy Reorganization dated Augustelf from that vote.  of Governors meeting the Board of Governors reconsidered the ratificationallot accepting Bing Energy's Second Amended Plan of Bankruptcy 1017. I recused myself from the April 5, 2018 discussion and vote.	air's gust
If disclosure of specific information would v who is also an attorney, may comply with the as to provide the public with notice of the complete the public with notice with		public officer, in such a way

NOTICE: UNDER PROVISIONS OF FLORIDA STATUTES §112.317, A FAILURE TO MAKE ANY REQUIRED DISCLOSURE CONSTITUTES GROUNDS FOR AND MAY BE PUNISHED BY ONE OR MORE OF THE FOLLOWING: IMPEACHMENT, REMOVAL OR SUSPENSION FROM OFFICE OR EMPLOYMENT, DEMOTION, REDUCTION IN SALARY, REPRIMAND, OR A CIVIL PENALTY NOT TO EXCEED \$10,000.

#### Leon County Research and Development Authority Executive Committee Meeting

Knight Administrative Centre 1736 W Paul Dirac Drive 32310 Wednesday, May 23, 2018, 2:00pm

#### **REPORT**

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

Members Absent: Vice Chair Kim Williams.

Others in Attendance: LCRDA Staff: Ron Miller, Executive Director; Peggy Bielby, Administrative Coordinator.

#### 1. Call to Order

The meeting was called to order at 2:08pm.

#### 2. Introduction of Guests

No guests were present.

#### 3. Modifications to the Agenda

a. As required by the Bylaws, the Committee must vote to approve April Salter's participation in the meeting via telephone.

Kristin Dozier offered a motion to allow April Salter to participate on the meeting by electronic means. Anne Longman seconded the motion, which passed 3-0 with April Salter ineligible to vote.

b. Ron Miller pulled Agenda Item 14 from the agenda.

#### 4. Public Comment

None.

#### 5. Approval of Draft Meeting Minutes: March 8, 2018

Anne Longman offered a motion to approve the meeting minutes of November 6, 2017. Kristin Dozier seconded the motion, which passed unanimously.

#### 6. Morgan Building Lease Amendment: FSU IT Services

Staff requests approval of an amendment to the lease with Florida State University Board of Trustees for FSU IT Services Space in the Morgan Building to reduce the leased square footage from 11,044 to 10,059 square feet effective April 1, 2018 and increase the square footage to 13,269 square feet effective June 1, 2018. The rental rate is reduced from \$15,277.53 per month to \$13,914.95 per month effective April 1, 2018 and increased to \$18,355.45 per month effective June 1, 2018.

Anne Longman offered a motion to approve the lease amendment. Kristin Dozier seconded the motion, which passed unanimously.

#### 7. Partial Release of Lease-National Magnetic Lab Parcels 4A-10A

Staff requests approval to submit to the Board for its approval a Partial Release of Lease with the Board of Trustees of the Internal Improvement Trust Fund (BTIITF) for parcels 4A-10A occupied by facilities of the National High Magnetic Field Laboratory. This release was requested by BTIITF to formally complete the transfer of the property previously executed on July 30, 1991. In accordance with Florida Statute, and the Authority Bylaws, the release must be approved by the Authority's Board at meeting where the appointees of the affiliated institutions of higher education are present.

Anne Longman offered a motion to approve the submission to the Board for its approval the Partial Release of Lease. April Salter seconded the motion, which passed unanimously.

#### 8. Innovation Park Tech Grant Award Agreements

Staff requests approval of the award agreements for the first-place prize of \$15,000 and the second-place prize of \$10,000. The awards were determined at the Pitch Night Event on May 16, 2018, and the winners are DiaTech Diabetic Technologies (first place) and NeuroJungle (second place).

Kristin Dozier offered a motion to approve the award agreements. Anne Longman seconded the motion, which passed unanimously.

#### 9. Restroom Partitions Bid

The Chair requests ratification of his approval of an \$11,068 purchase of partitions related to the Fuqua Atrium restroom renovations. The amount and use of funds is in the approved budget. Talcor requested approval in accordance with the purchasing policy for amounts over \$10,000, as well accepting only two bids rather than three. A second bid was received for \$21,700, and a third vendor declined to bid. Staff believes the dollar amount is appropriate, and the best price is from the dominant vendor that other contractors Talcor contacted indicated they would get bids from if they were to do the job. Staff requested Chair approval to move forward with this vendor in order to keep the project on schedule, and once completed, in order to move forward with the interior Morgan restroom renovations. The urgency is driven by FSU IT services staff moving in which will increase the need for the restroom capacity as soon as possible.

Anne Longman offered a motion to ratify the approval. Kristin Dozier seconded the motion, which passed unanimously.

#### 10. Janitorial Services RFP 18-02

Staff requests approval to issue RFP 18-02 for Janitorial Services. The current agreement expires August 31, 2018. Proposals will be evaluated by Talcor and staff and presented to the Executive Committee for approval.

April Salter offered a motion to approve the issuance of RFP 18-02. Kristin Dozier seconded the motion, which passed unanimously.

#### 11. Property Management and Accounting Services RFP 18-03

Staff requests approval to issue RFP 18-03 for Property Management and Accounting Services. The current agreement expires September 30, 2018. Staff further requests the Chair form a committee of the Board to evaluate proposals and to make recommendations to the Board for the award of an agreement.

Anne Longman offered a motion to approve the issuance of RFP 18-03. Kristin Dozier seconded the motion, which passed unanimously.

#### 12. Innovation Park SBIR/STTR Program FAMU Grant Funding

Staff requests approval of an agreement with Florida A&M University (FAMU) for the Authority to develop and operate a comprehensive Small Business Innovation Research / Small Business Technology Transfer (SBIR/STTR) training program, and to receive \$45,000 in Economic Development Administration Regional Innovations funding over three years to be matched by internal Authority funds in the form of salaries and benefits. The goal of creating this program is to educate researchers so that they can increase the amount of won SBIR/STTR awards for the region, while elevating Florida's ranking on projects won and dollar amounts brought into the state. Special emphasis will be placed on attracting economically and/or socially disadvantaged individuals to the training. An agreement, substantially in the form as attached, is being reviewed by FAMU. Staff requests approval for the Chair to approve any required changes and to execute the document.

After discussion, the Executive Committee added the requirement that the final version of the agreement be reviewed by the Authority's general counsel prior to its approval by the Chair.

Anne Longman offered a motion to approve the Chair's authority, as amended, to approve and execute the agreement. Kristin Dozier seconded the motion, which passed unanimously.

#### 13. Formation of Innovation Park TLH, Inc., a Florida Non-Profit Corporation

Staff requests approval to form Innovation Park TLH, Inc., a Florida Non-Profit Corporation for the purpose of providing business incubation and acceleration education programs and providing supporting facilities and services.

After discussion, the Executive Committee directed staff to bring back a more detailed explanation of the proposed organizational and operational structure of the 501(c)(3) non-profit organization, as well as some examples of similar organizations, preferably in Florida.

#### 14. Collins Building Renovation RFQ 18-04

Staff requests approval to issue RFQ 18-04 for Collins Building Renovation. Staff further requests the Chair form a committee of the Board to evaluate proposals and to make recommendations to the Board for the award of an agreement.

Ron Miller pulled this item from consideration, explaining that some of the specifications for the renovation are under negotiation with a prospective tenant. The prospective tenant is considering leasing a total of 8,000sf and will require limited renovation of the space. The prospective tenant is considering leasing 1,600sf of lab space even if it cannot lease the entire 8000sf.

Notwithstanding the removal of this item from the agenda, Ron Miller asked for approval by the Executive Committee for a Collins Building lease rate of \$16.60psf, applicable to both lab and office space as presented to the prospective tenant.

Anne Longman offered a motion to approve the lease rate. Kristin Dozier seconded the motion, which was approved unanimously.

April Salter left the meeting at 4:10pm.

#### 15. Length of Officer Terms Discussion

Dave Ramsay led a discussion of the proper term of the Chair's office and reviewed the past 35 years, noting the Bylaws set forth one-year terms, although a Chair may serve more than one term. The Committee also discussed the creation of a Chair-elect position in place of the Vice-chair position. Term changes may necessitate the Bylaws and/or the Charter to be revised. The Committee decided to continue the conversation at the Board meeting if time allows.

#### 16. Chair's Report

#### 17. Executive Director's Report

Michael Tentnowski has already created and is implementing several programs. Trail planning is moving forward, and Ron has already spoken with one prospective Board applicant.

#### 18. New Business

None.

#### 19. Adjourn

The meeting adjourned at 4:33pm.

The following is a summary of the more significant items relating to financial position, financial operations, and the budget:

For the months ending 4/30/2018 3/31/2018 and the year-to-date through 4/30/2018 7 months thru

#### 1) Balance Sheet

	Increase/ (	De	crease)
Changes for the month:	 4/30/2018	,	3/31/2018
Operating cash	\$ 26,927	\$	10,658
Receivables <sup>1</sup>	\$ 178,113	\$	(8,916)
Property <sup>2</sup>	\$ 2,131	\$	-
Accumulated depreciation and amortization	\$ (23,429)	\$	(23,429)
Investments <sup>1</sup>	\$ (179,535)	\$	5,117
Total assets	\$ 2,715	\$	(18,061)
Total liabilities	\$ 433	\$	14,661
Total capital	\$ 2,282	\$	(32,722)

<sup>&</sup>lt;sup>1</sup> 4/18 \$185k deposit on trail construction paid from investments

#### 2) Income Statement

	<u>YTD</u>	Мо	nth
	4/30/2018	4/30/2018	3/31/2018
Interest income	\$ 26,352	\$ 5,411	\$ 5,392
Net operating income (loss) <sup>1</sup> (before depreciation & amort.)	\$ 61,365	\$ 25,711	\$ (9,293)
Less: Depreciation & amort. Net income (loss)	(118,944) \$ (57,579)	(23,429) \$ 2,282	(23,429) \$ (32,722)

<sup>&</sup>lt;sup>1</sup>4/18 FSU ITS Lease began (\$13.9K); Program Revenue (\$7.3k);

#### 3) Cash Flow Statement

Cacin i ion Ctatomicin					
	Operating Cash				
		<u>4/</u>	30/2018	3	3/31/2018
Beginning balance		\$	216,770	\$	206,112
Net change			26,927		10,658
Ending balance 4/30/2018		\$	243,697	\$	216,770

Operating cash is adequate to meet current cash disbursement needs.

<sup>&</sup>lt;sup>2</sup>4/18 \$2.1k for Fugua restrooms HVAC split system

<sup>3/18</sup> Repairs and Maintance expenses (\$11.5k); EEP Program Expenses (\$5.5k)

543

7.879

June 7, 2018

#### 4) Budget Comparison Statement

#### a) Revenues:

Revenue Variances Year-to-Date thru: 4/30/2018	
Actual	\$ 548,539
Budgeted	540,660
Variance Favorable (Unfavorable)	\$ 7,879
Variance breakdown:	
Rent <sup>1</sup>	\$ 13,724
Interest income	5,412
EEP program revenue <sup>2</sup>	(15,800)
Other program revenue <sup>3</sup>	4,000

Variance Favorable (Unfavorable)

<sup>1.</sup> FSU IT Services rent in Moran Building

All other

#### b) Operating Expenses (before Depreciation and Amortization):

Operating Expenses Year-to-Date thru: 4/30/2018	
Budgeted	\$ 513,805
Actual	 470,757
Variance Favorable (Unfavorable)	\$ 43,048

Operating Expense Variances		vorable/
Year-to-Date thru: 4/30/2018	(Unfa	<u>avorable)</u>
Payroll <sup>1</sup>	\$	10,552
Utilities		4,288
Repairs/Maintenance		3,847
Cleaning & Improvements		2,098
Services <sup>2</sup>		7,953
Property Administration <sup>3</sup>		14,310
Total Favorable Variance	\$	43,048

<sup>&</sup>lt;sup>1.</sup> Director of entrepreneurship started one month later than expected (\$11k)

Respectfully submitted, April Salter, Treasurer

<sup>&</sup>lt;sup>2.</sup> Working with FAMU on contract for receipt of \$15k grant funds awarded

<sup>&</sup>lt;sup>3.</sup> Tech Grant sponsorship<sup>s</sup>

<sup>&</sup>lt;sup>2</sup> Budgeted services not yet provided, but expected in future periods

<sup>&</sup>lt;sup>3.</sup> Legal fees \$8.3k favorable

#### **INVESTMENT PORTFOLIO**

For period ending March 31, 2018

For the Month:

SECURITY OWNED	BALANCE BOM	<u>EARNINGS</u>	<u>ADDITIONS</u>	<u>DEDUCTIONS</u>	BALANCE EOM	<b>YIELD</b>
FL PRIME	\$ 898,552.45	\$ 1,363.97	\$ -	\$ -	\$ 899,916.42	1.787%
SPIA	3,048,194.09	4,007.87	-	-	3,052,201.96	1.546%
	\$ 3,946,746.54	\$ 5,371.84	\$ -	\$ -	\$ 3,952,118.38	1.633%
For the Fiscal Year Begin	nning October 1:					
SECURITY OWNED	BALANCE BOP	<b>EARNINGS</b>	ADDITIONS	<b>DEDUCTIONS</b>	BALANCE EOP	<b>YIELD</b>
SECURITY OWNED FL PRIME	<b>BALANCE BOP</b> \$ 892,980.13	<b>EARNINGS</b> \$ 6,936.29	ADDITIONS  \$ -	DEDUCTIONS \$ -	<b>BALANCE EOP</b> \$ 899,916.42	<b>YIELD</b> 1.556%
FL PRIME	\$ 892,980.13	\$ 6,936.29	\$ -		\$ 899,916.42	1.556%

#### **NOTABLE ADDITIONS OR DELETIONS TO ACCOUNTS:**

Note: Security descriptions shown on reverse

SECURITY DESCRIPTIONS:

Attachment D1
Page 2 of 2

• FL PRIME - SBA Florida Prime - The Local Government Surplus Funds Trust Fund (Florida PRIME) was created by an Act of the Florida Legislature in 1977 and currently serves over 800 participants across the state. Invests exclusively in short-term, high-quality fixed-income securities rated in the highest short-term rating category by one or more nationally recognized statistical rating organizations, or securities of comparable quality. Seeks to maintain a \$1.00 value and maintain a weighted average maturity of 60 days or less, with the maximum maturity of any investment limited to 397 days. Rated AAAm by Standard & Poor's, the highest rating available for a local government investment pool. Complies with legislation that requires numerous operational and reporting enhancements, including restating investment objectives to emphasize safety, liquidity and competitive returns with minimization of risks; and providing for enhanced internal controls, transparency and communication. Federated Investors has managed the assets of Florida PRIME to the exact specifications of its investment policies since February 13, 2008.

• SPIA – Florida Treasury Special Purpose Investment Trust – The Florida State Treasury operates a special investment program for public entities other than the State. This program is authorized in Section 17.61(1), Florida Statutes and is called the Treasury Special Purpose Investment Account (SPIA). Component units of the State, Universities, or Colleges that are created by the Florida Constitution or Florida Statutes are eligible to invest in SPIA. Current non-component unit participants, like the Authority, are allowed to stay in the program with capped investment limits and a minimum balance equal to 60% of the previous 3 months average balance. Liquidations in excess of the minimum balance require 6 months' notice. SPIA funds are invested in the same portfolio as Treasury funds, so the pool of funds has a stable base of funds (over 85% of the funds are captive trust funds) not needed for immediate disbursement. These funds are invested in a combination of short-term liquid instruments and intermediate-term fixed income securities. This "barbell" investment strategy, along with incremental income produced by securities lending, has the ability to return higher yields than a typical money market fund. Participants have the ability to invest and obtain fund withdrawals same day with an 11:00 a.m. deadline for notifying the Treasury. The SPIA maintains a credit rating of A+f by Standard & Poor's.

#### **INVESTMENT PORTFOLIO**

For period ending April 30, 2018

#### For the Month:

SECURITY OWNED	BALANCE BOM	<b>EARNINGS</b>	<b>ADDITIONS</b>	<b>DEDUCTIONS</b>	BALANCE EOM	YIELD
FL PRIME	\$ 899,916.42	\$ 1,456.72	\$ -	\$ -	\$ 901,373.14	1.969%
SPIA	3,052,201.96	3,956.10	-	185,000.00	2,871,158.06	1.642%
	\$ 3,952,118.38	\$ 5,412.82	\$ -	\$ 185,000.00	\$ 3,772,531.20	1.644%
For the Fiscal Year Begin	nning October 1:					
SECURITY OWNED	BALANCE BOP	<b>EARNINGS</b>	<b>ADDITIONS</b>	<b>DEDUCTIONS</b>	BALANCE EOP	YIELD
SECURITY OWNED FL PRIME	<b>BALANCE BOP</b> \$ 892,980.13	<b>EARNINGS</b> \$ 8,393.01	ADDITIONS  \$ -	DEDUCTIONS \$ -	<b>BALANCE EOP</b> \$ 901,373.14	<u>YIELD</u> 1.615%
FL PRIME	\$ 892,980.13	\$ 8,393.01		\$ -	\$ 901,373.14	1.615%

#### **NOTABLE ADDITIONS OR DELETIONS TO ACCOUNTS:**

04/18 Liquidated \$185,000 from SPIA to pay for Trail

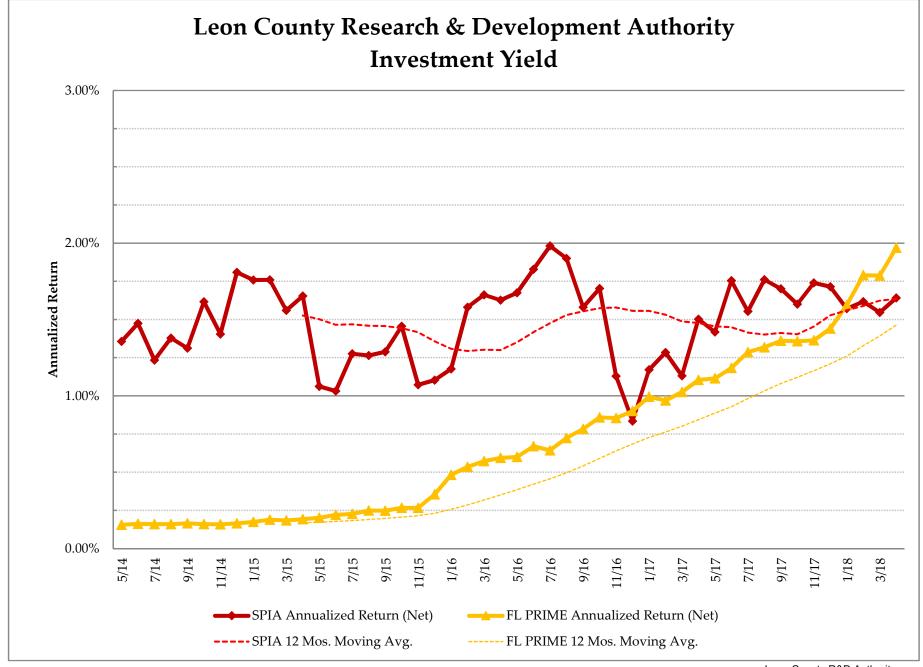
Note: Security descriptions shown on reverse

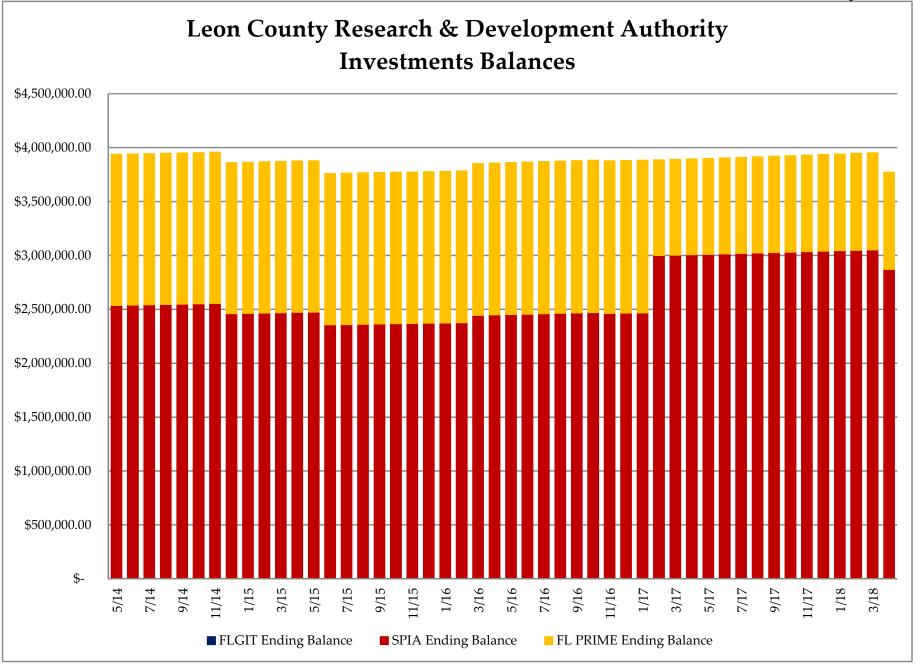
SECURITY DESCRIPTIONS:

Attachment D2
Page 2 of 4

• FL PRIME - SBA Florida Prime - The Local Government Surplus Funds Trust Fund (Florida PRIME) was created by an Act of the Florida Legislature in 1977 and currently serves over 800 participants across the state. Invests exclusively in short-term, high-quality fixed-income securities rated in the highest short-term rating category by one or more nationally recognized statistical rating organizations, or securities of comparable quality. Seeks to maintain a \$1.00 value and maintain a weighted average maturity of 60 days or less, with the maximum maturity of any investment limited to 397 days. Rated AAAm by Standard & Poor's, the highest rating available for a local government investment pool. Complies with legislation that requires numerous operational and reporting enhancements, including restating investment objectives to emphasize safety, liquidity and competitive returns with minimization of risks; and providing for enhanced internal controls, transparency and communication. Federated Investors has managed the assets of Florida PRIME to the exact specifications of its investment policies since February 13, 2008.

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#### FIRST AMENDMENT TO LEASE AGREEMENT

This First Amendment to Lease Agreement ("First Amendment") is entered into this 23 day of May, 2018, (the "Effective Date") by and between the Leon County Research and Development Authority, of the County of Leon and State of Florida (hereinafter referred to as "Landlord") and Florida State University Board of Trustees, a public body corporate of Florida acting for and on the behalf of the Florida State University (hereinafter referred to as "Tenant").

WHEREAS, Landlord and Tenant entered into that certain Lease Agreement dated April 5, 2018, ("Lease") regarding the leasing of certain office property as further described in the Lease; and

WHEREAS, Landlord and Tenant agree to amend the Lease, as more particularly set forth herein.

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein and in the Lease, Landlord and Tenant hereby agree to amend and modify the Lease as follows:

- 1. <u>Recitals; Definitions</u>. The above recitals are incorporated herein as true and correct. Any defined terms used herein that are not specifically defined herein shall have the same meaning as set forth in the Lease.
- 2. <u>Leased Premises</u>. The Lease is hereby amended to provide that the Leased Premises shall be reduced to 10,059 square feet effective April 1, 2018 and shall be increased to 13,269 square feet effective June 1, 2018. Exhibit "A" of the Lease is hereby deleted and replaced with Exhibit "A" attached hereto and incorporated herein.
- 3. Rental Rate. Article II of the Lease is hereby amended to provide that Tenant agrees to pay in advance, and in full on the first day of each month, without notice or demand, the sum of Thirteen Thousand Nine Hundred Fourteen and 95/100 Dollars (\$13,914.95) effective April 1, 2018, and the sum of Eighteen Thousand Three Hundred Fifty-five and 45/100 Dollars (\$18,355.45) per month effective June 1, 2018 for the remaining term described in Article I of the Lease.
- 4. <u>Entire Agreement and Conflicts</u>. Except as modified herein, there are no changes to the Lease, and the Lease as herein modified, is hereby ratified, reaffirmed, has been and remains in full force and effect. In the event of a conflict between the Lease and this First Amendment, the terms of this First Amendment shall control.
- 5. <u>Counterparts and Facsimile</u>. This First Amendment may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Execution of this First Amendment

by the parties hereto may be evidenced by the transmission of facsimile or scanned emailed copies.

Landlord and Tenant have executed this First Amendment as of the day and year first above written.

Witnesses:

nne Dune 10

Name:

Kimberly Knowles

TENANT:

FLORIDA STATE UNIVERSITY BOARD OF TRUSTEES ACTING FOR AND ON BEHALF OF FLORIDA STATE UNIVERSITY

Kyle Clark, Vice President for Finance and Administration

LANDLORD:

LEON COUNTY RESEARCH AND DEVELOPMENT AUTHORITY

Name:

Name:

David B. Ramsay, Chair/

**APPROVED** 

As to Form and Legal Sufficiency

Office of the General Counsel

By: Medd

Michael T. Flury

Associate, General Counsel

Date:

#### Room Schedule

		Original Lease	Amendment 1				
	Room	SF	Remove	<u>Revised</u> <u>4/1/18</u>	Add	<u>Revised</u> <u>6/1/18</u>	
1st Floor:	102	444		444		444	
	104	325		325		325	
	105	159		159		159	
	106	150		150		150	
	107	160		160		160	
	108	42		42		42	
	109	518		518		518	
	127	336	336	0		0	
	128	150	150	0		0	
	129	392	392	0		0	
	129A	107	107	0		0	
	130			0	1154	1154	
	130A			0	508	508	
	130B			0	137	137	
	130C			0	28	28	
	132			0	250	250	
	133			0	372	372	
	135			0	110	110	
	136			0	150	150	
	137			0	173	173	
	138			0	152	152	
	139			0	176	176	
	Total 1st Floor	2783	985	1798	3210	5008	
2nd Floor:	200	395		395		395	
	201	281		281		281	
	203	220		220		220	
	204	526		526		526	
	206	296		296		296	
	207	174		174		174	
	208	269		269		269	
	210	200		200		200	
	211	187		187		187	
	212	200		200		200	
	213	200		200		200	
	214	204		204		204	
	215	238		238		238	
	215A	17		17		17	
	219	312		312		312	
	220	214		214		214	
	221	201		201		201	
	222	441		441		441	

#### Room Schedule

	Or	iginal Lease		Amer	dment 1	
Room		SF	Remove	<u>Revised</u> <u>4/1/18</u>	Add	<u>Revised</u> <u>6/1/18</u>
222A		477		477	7	477
222B		51		51	L	51
223		139		139	)	139
225		229		229	9	229
225A		184		184	1	184
225B		174		174	1	174
225C		174		174	1	174
225D		176		176	5	176
236		339		339	9	339
237		583		583	3	583
238		114		114	1	114
239		109		109	9	109
240		114		114	1	114
241		107		107	7	107
242		127		127	7	127
246		133		133	3	133
247		109		109	9	109
248		235		235	5	235
248A		22		22	2	22
262		90		90	)	90
Total 2nd Floor		8261	0	8261	1 0	8261
Total Square Ft		11,044	985	10,059	3210	13,269
Annual Lease Rate	\$	16.60		\$ 16.60		\$ 16.60
Monthly Payment	\$	15,277.53		\$ 13,914.95		\$ 18,355.45



### 2018 TECHNOLOGY COMMERCIALIZATION GRANT PROGRAM Letter of Agreement

May 23, 2018

Congratulations for being a recipient of the Leon County Research and Development Authority's Technology Commercialization Grants. This letter of agreement is designed to confirm receipt of the grant award and outline the general conditions for grant award winners.

If you agree to the conditions of this agreement, please return a signed copy <u>via email to rmiller@inn-park.com</u> or via US Mail to:

Leon County Research and Development Authority Attention: Technology Commercialization Grant Program 1736 W. Paul Dirac Dr. Tallahassee, FL 32310

If you have questions please call 850-575-0343 or email rmiller@inn-park.com.

#### **General Conditions:**

- The Technology Commercialization Grant funds will only be used as outlined in the proposal submitted to the Leon County Research and Development Authority
- 2. The Technology Commercialization Grant funds may <u>not</u> be used for salaries, travel expenses or administrative overhead
- 3. All products created using the Technology Commercialization Grant funds remain the intellectual property of the grantee
- 4. The grantee will assist the Leon County Research and Development Authority in promoting the Technology Commercialization Grant Program in future years
- The grantee will submit brief project updates, including a description of the utilization of grant funds, annually for up to five years after receiving the grant award
- 6. The tax consequences of this grant, if any, are the responsibility of the grantee, and the grantee will be required to provide a valid taxpayer ID number

I have read, understand, and agree to the conditions for funding of the Technology Commercialization Grant Program.

Company: DiaTech Diabetic Technologies, LLC Grantee's Printed Name: John H. Wilcox	Grant Award Amount: \$15,000 Title: Team Leader
Signature	
Approved by David B. Ramsay, Chair of the Board Leon County Research and Developmen	Date <u>5 / 23 / 18</u>



### 2018 TECHNOLOGY COMMERCIALIZATION GRANT PROGRAM Letter of Agreement

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- 4. The grantee will assist the Leon County Research and Development Authority in promoting the Technology Commercialization Grant Program in future years
- 5. The grantee will submit brief project updates, including a description of the utilization of grant funds, annually for up to five years after receiving the grant award
- 6. The tax consequences of this grant, if any, are the responsibility of the grantee, and the grantee will be required to provide a valid taxpayer ID number

I have read, understand, and agree to the conditions for funding of the Technology Commercialization Grant Program.

Company: NeuroJungle, LLC Grantee's Printed Name: Vincent J. Macri Signature Wort Macri	Grant Award Amount: \$10,000 Title: CEO
Date: 18 MAY 2018	
Approved by David B. Ramsay, Chair of the Board Leon County Research and Developm	Date 5/23/18  ment Authority

1736 W. PAUL DIRAC DRIVE • TALLAHASSEE, FL • 32310 • 850-575-0343 • WWW.LCRDA.ORG

#### **Ron Miller**

From: David Ramsay <davidramsay3@gmail.com>

Sent: Thursday, April 26, 2018 4:05 PM

To: Ron Miller

**Subject:** Re: Fuqua Center Restroom Partitions

Agree - approved

Sent from my iPhone

On Apr 26, 2018, at 11:24 AM, Ron Miller < <a href="miller@inn-park.com">rmiller@inn-park.com</a>> wrote:

Dave:

See Stephanie's request below to approve an \$11k purchase related to the Fuqua Atrium restroom renovations. In summary, the amount and use of fund is in the approved budget. She is asking for board approval in accordance with the purchasing policy for amounts over \$10k, as well accepting only 2 bids rather than three. I think the dollar amount is appropriate, and the best price is from the dominant vendor that other contractors contacted indicated they would get bids from if they were to do the job. I'm requesting your approval to move forward with this vendor so that we can keep the project on schedule—and once completed, we'll then need to move forward with the interior Morgan restroom renovations. We'll put your approval on the Exec and Board agenda's for ratification of your decision, but we can't wait until then to move forward. The urgency is driven by FSU IT services folks moving in so we'll need the restroom capacity ASAP.

Call me if you want to discuss.

Thanks! Ron

From: Stephanie Shoulet < stephanie@talcor.com >

**Sent:** Wednesday, April 25, 2018 2:53 PM **To:** Ron Miller < <a href="miller@inn-park.com">rmiller@inn-park.com</a> **Subject:** Fuqua Center Restroom Partitions

Ron,

I have endeavored to acquire three bids for the removal and installation of new partitions for the four restrooms located in the Fuqua Center Restrooms. I have met three vendors on site, exchanged many emails and calls, but to date I have only received two bids, one in the amount of \$21,700 from Shaffield Building Specialties , the second being Door Products in the amount \$11,068, and Moore Doors, who failed to send me their bid. All of the bids I received are attached. The lowest bidder being Door Products, who are known in Tallahassee for being the dominate company when it comes to partitions. Therefore, I am requesting that the board approve the lowest bid submitted by Door Products. Please let me know if you have any questions.

Sincerely,

Stephanie Shoulet

#### INNOVATION PARK REQUEST FOR PROPOSALS RFP 18-02 JANITORIAL SERVICES

The Leon County Research and Development Authority ("Authority"), through Talcor Commercial Real Estate Services, Inc. ("Talcor"), is requesting proposals for the provision of janitorial services at Innovation Park, which proposals shall be due 1:00 PM (EST), Monday, July 2, 2018.

An optional pre-submittal conference meeting and walk-through of the job sites will be held at the Leon County Research and Development Authority's conference room, 1736 W Paul Dirac Drive, Tallahassee, Florida, at 10:00 AM on Monday, June 18, 2018.

Once the RFP is advertised, all communications between interested firms and the Authority shall be limited to written communications directed to the contact person below.

The formal RFP package may be obtained from and any inquiries are to be directed to:

Stephanie Shoulet TALCOR Commercial Real Estate Services 1018 Thomasville Road, Suite 200A Tallahassee, FL 32303 Email: stephanie@talcor.com

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Via the Internet at http://innovation-park.com/opportunities/

The Board in its sole discretion may reject any or all proposals when deemed in the best interest of the Authority.

FOR PUBLICATION June 8, 2018 and June 11, 2018.

#### Leon County Research & Development Authority RFP 18-02 *Janitorial Services* Timeline Monday, May 14, 2018

Item		Date	Interval (days)
Begin Drafting RFP	Tue	5/1/2018	
Executive Committee Agenda-RFP Approval	Tue	5/15/2018	
Executive Committee RFP Approval	Wed	5/23/2018	
Submit advertisement to newspaper	Thur	5/24/2018	
BOG Ratification	Thur	6/7/2018	
Issue/Advertise RFP	Fri	6/8/2018	
	Mon	6/11/2018	
Notice Evaluation Committee Meetings			
Pre-bid meeting. 10:00am	Mon	6/18/2018	
Questions due, 2:00pm	Thur	6/21/2018	
RFP Responses Due, 1:00pm	Mon	7/2/2018	24
Evaluation Committee Meeting-Short Listing		n/a	
Evaluation Committee Meeting-Presentations		n/a	
Evaluation Committee Recommendations Due		n/a	
Contract Negotiation Due	Mon	7/16/2018	
Executive Committee Agenda	Mon	7/16/2018	
Executive Committee Recommendation Approval	Mon	7/23/2018	
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Board Agenda	Thur	7/26/2018	
Board Ratification of Selection	Thur	8/2/2018	
Contract Executed	Thur	8/2/2018	31
			55



#### REQUEST FOR PROPOSALS JANITORIAL SERVICES RFP NO. 18-02

PROPOSAL DUE DATE JULY 2, 2018

# REQUEST FOR PROPOSALS ("RFP") JANITORIAL SERVICES AT INNOVATION PARK June 8, 2018

The Leon County Research and Development Authority ("Authority") is requesting proposals for the provision of janitorial services at Innovation Park, <u>Talcor Commercial Real Estate Services</u>, <u>Inc.</u> ("Talcor") is providing support to the Authority relative to this solicitation. The award shall be made to the 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 Authority 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.

#### A. <u>Services Sought.</u>

#### 1. Location.

The Authority is requesting proposals from qualified firms ("Proposers") for the provision of Janitorial Services at Innovation Park. It is the Authority's intent to award one contract for janitorial services for the following properties at Innovation Park, a sketch of which is attached hereto as Exhibit "A":

	PROPERTY NAME	PROPERTY ADDRESS	OCCUPIED SQ FT
1	Morgan	2035 E Paul Dirac Dr	22,707
2	Johnson	2035 E Paul Dirac Dr	27,294
3	Collins	2051 E Paul Dirac Dr	4,269
4	Knight	1736 W Paul Dirac Dr	2,632

#### 2. Scope of Services and Approach to Scope of Services.

a. The successful Proposer shall be required to provide the minimum janitorial services outlined in Exhibit "B" attached hereto ("Basic Services") for the above referenced properties.

- 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 Basic 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 any person, firm, or other party to whom it is proposed to award a subcontract under this contract must be approved by the Authority. 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. 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 as a professional janitorial firm, which should include but not be limited to, previous janitorial services offered to businesses within Leon County, current janitorial 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 in janitorial 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 Authority 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. Term of Agreement.

The agreement will begin September 1, 2018. The terms of the agreement for janitorial services will be negotiated with the selected proposer. The Authority is expecting a minimum term of one (1) year with two (2) additional years at the option of the Authority. The contract will be monitored for acceptable services rendered throughout the contract term. The Authority 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. For payment due for Basic Services the Proposer shall submit invoices at the end of each monthly billing period. Invoice amounts shall be based on the Proposer's services as rendered. Each building shall be invoiced individually.
- b. The Proposer shall provide an invoice which provides detailed billing for services provided no later than thirty (30) calendar days after the date the services have been rendered. Invoices received after this time has elapsed may be considered null and void. The invoice shall reference the purchase order number assigned to this agreement.
- c. 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

d. Payments shall be paid to the Proposer within thirty (30) days contingent upon the receipt by Talcor of properly documented invoices for payment as determined by the budgetary and fiscal guidelines of the Authority and the condition that the Proposer has accomplished the services to the satisfaction of the Authority.

#### B. Proposal Process.

#### 1. Optional Pre-submittal Conference

A non-mandatory Pre-submittal Conference meeting and walk-through of the job sites will be held at the Leon County Research and Development Authority's conference

room, 1736 W Paul Dirac Drive, Tallahassee, Florida, at <u>10:00 AM, June 18, 2018</u> with Stephanie Shoulet.

#### 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, June 21, 2018. Requests must be transmitted via email. No Proposer may rely upon any oral responses. Answers to such questions will be posted on the Authority's website. Such written questions and requests shall be directed to the following Authority Contact person:

#### **Authority Contact:**

Stephanie Shoulet, Talcor Commercial Real Estate Services, Inc. stephanie@talcor.com

- 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 Stephanie Shoulet 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 Authority 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 optional 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 Authority, other than Authority 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 Authority by 1:00 PM, July 2, 2018 ("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 <u>outside of the envelope and on any carrier's envelope</u>: "PROPOSAL FOR JANITORIAL SERVICES AT INNOVATION PARK, July 2, 2018, 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 <a href="mailto:rmiller@inn-park.com">rmiller@inn-park.com</a> to make an appointment.

#### 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 Authority 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 Authority and Talcor are 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 Authority. 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 July 2, 2018, 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 Authority 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 Authority 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 by the Proposer. No corrections will be allowed to be made to Proposals after the Opening of Proposals.
- d. The Authority reserves the right to reject any or all Proposals, in whole or in part, when such rejection is in the best interest of the Authority. Further, the Authority 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 Authority 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 Authority 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 Authority will post the addenda on the Authority's website at http://www.lcrda.org/

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

#### 6. Schedule

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 Authority's website. All times are local times in Tallahassee, Florida.

<u>Events</u>	<u>Date/Time</u>
Release/Issuance of RFP	June 8, 2018
Optional Pre-Submittal Meeting	June 18, 2018 at 10:00AM (EST)
Questions for Clarification Deadline	June 21, 2018 at 2:00 PM (EST)
Submission Deadline	July 2, 2018 at 1:00 PM (EST)
Evaluation Committee's	July 23, 2018 (tentative)
Recommendation for Contract Award	
to the Board	
Authorization of contract by Board of	August 2, 2018
Governors of Authority	
* Notice of meetings of the Evaluation (	Committee will be posted on the Authority's

<sup>\*</sup> Notice of meetings of the Evaluation Committee will be posted on the Authority's website at http://www.lcrda.org/

#### 7. Evaluation

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

- a. Completeness of proposal, approach to Scope of 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. Local Preference in Purchasing and Contracting
  - 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:
  - (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."

#### f. 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 Authority 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 Authority 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 Authority 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 Authority.
- b. Audits, Records, and Records Retention: The Proposer shall agree as follows:
  - 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 Authority, the Proposer will cooperate with the Authority 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 Authority.
  - v. Persons duly authorized by the Authority 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 insurance shall include Authority 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 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.
  - (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 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).
- 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 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.
- iv. Other Insurance Provisions The policies are to contain, or be endorsed to contain, the following provisions:
  - (1) General Liability and Automobile Liability Coverages (Authority and its agents are to be named as Additional Insured).

- (2) The Authority, 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 Authority, its officers, officials, employees, agents or volunteers.
- (3) The Proposer's insurance coverage shall be primary insurance as respects the Authority, it officers, officials, employees, agents and volunteers. Any insurance of self-insurance maintained by the Authority, its officers, officials, employees, agents or volunteers shall be excess of the Proposer's insurance and shall not contribute with it.
- (4) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Authority, 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 Authority.
- (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 Authority 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 Authority before work commences. The Authority reserves the right to require complete, certified copies of all required insurance policies at any time.
- d. Ethical Business Practices

- i. Gratuities It shall be unethical for any person to offer, give, or agree to give any Authority employee, or for any Authority 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.
- 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.
- e. The Authority 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 Authority, 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 Authority, 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 Authority. 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

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 Scope of Service

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 July 2, 2018)
- (2) Copies of required licenses, registrations, and certifications, if any

**ATTACHMENT 1** 

#### PROPOSAL FORM

Janitorial Services At Innovation Park

Place: Leon County R&D Authority 1736 W. Paul Dirac Drive Tallahassee, FL 32310 Due Date: July 2, 2018 at 1:00 PM

Proposal of	hereinafter-called
PROPOSER, a corporation organized and existing under	r the laws of the State of
, or, a partnership, a company, or an ind	lividual doing business as

To the Leon County Research and Development Authority, hereinafter referred to as "Authority".

The PROPOSER, in compliance with the request for proposals for <u>Janitorial Services</u>, 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 Authority.

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.

Submission Deadline	ch and Development Autle: July 2, 2018 @ 1:00 p.	•	40
	ne specifications and require	rements and do hereby certify that all items	
COMPANY:	AC	GENT NAME:	
ADDRESS:			
CITY:	STATE:	ZIP CODE:	
TELEPHONE:		TELEFAX:	
FEDERAL ID#:	AND/OR	SOCIAL SECURITY #:	
		Respectfully submitted,	
Attest:			
Ву:		Ву:	
Print Name		Print Name	

Date \_\_\_\_\_

Title \_\_\_\_\_

#### **ATTACHMENT 2**

#### PRICE SCHEDULE

The PROPOSER, in compliance with the request for proposals for the **JANITORIAL SERVICES**, having examined the scope of work and written specifications, hereby proposes to furnish **JANITORIAL SERVICES** for the following unit prices.

#### COST OF BASIC SERVICES

	PROPERTY NAME	PROPERTY ADDRESS	PRICE PER SQUARE FEET/ MONTH	CLEAN-ABLE SQUARE FEET (AS OF 6/30/15)	TOTAL COST PER MONTH	TOTAL COST PER YEAR
1	Morgan	2035 E Paul Dirac Dr	\$	22,707	\$	\$
2	Johnson	2035 E Paul Dirac Dr	\$	27,294	\$	\$
3	Collins	2051 E Paul Dirac Dr	\$	4,269	\$	\$
4	Knight	1736 W Paul Dirac Dr	\$	2,632	\$	\$
	Total		\$	56,902	\$	\$

Prop	osed	annual	%	increase	for	ado	li	tional	option	years	2	&	3:		%	)
------	------	--------	---	----------	-----	-----	----	--------	--------	-------	---	---	----	--	---	---

#### Carpet Cleaning and Resilient Floor Refinishing

Carpet cleaning and resilient floor refinishing shall be quoted at the time service is requested, and the Authority may elect to contract with another provider for these services.

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.

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:			

Submission Deadline: July 2, 2018 @ 1:00 p.m.

#### **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		

## ATTACHMENT 5 AFFIDAVIT CERTIFICATION IMMIGRATION LAWS

The Authority will not intentionally award Authority 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 Authority 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 Authority.

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 OFCOUNTY 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

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

#### <u>ATTACHMENT 6</u> 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 insurances sign-off form, signed by the company Risk Manager or authorized manager with risk authority.

1.		be used for all required insurance (except Workers' Compensation) ating of no less than A:VII?
	YES	SNo
	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 use of no less than A:VII?	d for Workers' Compensation insurance listed by Best with a rating
	YES	SNo
	Indicate Best Rating: Indicate Best Financia	l Classification:
	If answer is NO, provi	de name and address of insurer:
	tified within the solicitat	obtain the required types and limits of coverage for this RFP, as ion package? Be sure to carefully review and ascertain that the or will place coverage at these or higher levels.
	YES	SNo
Plea	se mark the appropriate	box:
Cov	erage is in place	Coverage will be placed, without exception

RFP Number 18-02: Janitorial Services Leon County Research and Development Authority Submission Deadline: July 2, 2018 @ 1:00 p.m.

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of perjury that all of the above insurer information is true
_ Signature
_ Title (Company Risk Manager or Manager with Risk Authority)

## 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

#### ATTACHMENT 8 LOCAL VENDOR CERTIFICATION

The undersigned, as a duly authorized representative of the vendor listed herein, certifies to the best of his/her knowledge and belief, that the vendor meets the definition of a Local Business. For purposes of this section, "local business" shall mean a business which:

- a) 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 the Leon County R&D Authority; and
- b) Holds any business license required by Leon County (or one of the other local counties), and, if applicable, the City of Tallahassee; and
- c) 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.

Please complete the following in support of the self-certification and submit copies of your County and City business licenses. Failure to provide the information requested will result in denial of certification as a local business.

licenses. Failure to provide the information requested v	viii resuit iii deriiai di Certiiication as a local pusiness.	
Business Name:		
Current Local Address:	Phone: Fax:	
If the above address has been for less than six months	s, please provide the prior address.	
Length of time at this address:		
Home Office Address:	Phone: Fax:	
Signature of Authorized Representative	Date	
STATE OF		
The foregoing instrument was acknowledged before me		
By(Name of officer or agent title of officer or agent	nt) , of, (Name of corporation acknowledging)	
a corporation  (State or place of incorporation)	, on behalf of the corporation. He/she is personally known to me	
or has produced(type of identification)		
	Signature of Notary	
Return Completed form with supporting documents to:	Print, Type or Stamp Name of Notary	
Leon County R&D Authority, Ron Miller 1736 W. Paul Dirac Drive Tallahassee, Florida 32310	Title or Rank	
	Serial Number If Any	

#### **ATTACHMENT 9**

#### PROPOSER REGISTRATION FORM

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

<u>Official Registration</u> - Companies must officially register, before July 2, 2018, 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 <a href="http://innovation-park.com/opportunities/">http://innovation-park.com/opportunities/</a> 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 <u>June 21, 2018 at 2:00 p.m. EST</u>; (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 <a href="http://innovation-park.com/opportunities/">http://innovation-park.com/opportunities/</a>.

<u>Communication Prohibition</u> - 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

## Exhibit "A" Janitorial Services Locations



Bldg #	PROPERTY NAME	PROPERTY ADDRESS	
8	Morgan	2035 E Paul Dirac Dr	
10	Johnson	2035 E Paul Dirac Dr	
7	Collins	2051 E Paul Dirac Dr	
15	Knight	1736 W Paul Dirac Dr	

## Exhibit "B" Janitorial Services Scope of Services

All references to "Contractor" in Exhibit "B" shall have the same meaning as "Proposer" as previously defined herein.

#### 1. PERFORMANCE STANDARDS

The Authority shall be the sole determinant of all standards referenced in these specifications, including but not limited to, standards of cleanliness and the measurement thereof (performance standards), standards of green cleaning products and methods, standards of conduct, dress standards, standards for management response and cooperation, etc. complaints, concerns, or comments presented by the Authority regarding any of these standards and the measure of the Contractor's performance thereunder shall not be subject to debate.

#### 2. INDEPENDENT CONTRACTORS

The 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 proposal. The Contractor shall accept full responsibility for ensuring that adequate Worker's Compensation Insurance is available for each of his employees.

#### 3. PERSONNEL

#### a. Contract Manager

The 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

The Contractor, at its sole cost, shall furnish all labor necessary to properly perform all services according to the specifications set forth in this Agreement. The Contractor shall provide a current FDLE (Florida Department of Law Enforcement) background check on each individual that will be working in the buildings no later than five (5) working days prior to the individual beginning work. The background check will be reviewed and approved by the Property Manager before any Contractor employee may begin work. The Contractor may access the FDLE site themselves to perform this check online. The Contractor is responsible for any costs associated with this action. The address for the site is: <a href="https://web.fdle.state.fl.us/search/app/default">https://web.fdle.state.fl.us/search/app/default</a>. If the individual has not been a resident in Florida for 12 months, then a check should be done from their previous residence. The Authority reserves the right to reject any proposed custodial personnel based on background check information.

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. All personnel will receive close and continuing first line supervision. All crew supervisors must have a minimum of one (1) year of experience in the commercial janitorial field.

#### 4. PERSONNEL EXPERIENCE REQUIREMENTS

All site managers engaged in directing the work to be accomplished under this contract shall possess at least one (1) year of recent (within the past 5 years) experience in directing cleaning type operations in a supervisory capacity for buildings of the approximate size of the building(s) to be cleaned under this contract.

#### 5. OPERATIONS AND MANAGEMENT PLANS

Contractor shall conduct its operations in accordance with the "Operations and Management Plan" submitted as part of its proposal and attached hereto as Attachment 1, which plan may be amended from time to time, as necessary, with the concurrence of the Property Manager.

#### 6. HOURS OF WORK

Most offices will be required to be cleaned between 5:30 p.m. and 12 midnight, Monday through Friday, unless other hours are agreed to by the Authority. Currently there is approximately 27,294 SF at the Johnson Building, 22,707 SF at the Morgan Building, 4,269 SF at the Collins Building, and 2,632 SF at the Knight Building that for security purposes will require cleaning during normal office business hours. The Contractor and the Authority's Property Manager will agree to a schedule for the cleaning of these areas which may be either in the morning upon commencement of the normal workday or at the end of the work day prior to the offices being closed. The Authority reserves the right to modify the hours in which offices need to be cleaned, as needed, for security purposes. The Contractor has agreed that at least one staff person, that will be assigned to clean the offices required to be cleaned during normal office business hours, will inspect the restrooms and breakrooms in the Buildings and spot clean and stock same, as needed, at no additional cost.

As an optional service, the Contractor shall provide a porter to service the Facilities to provide emergency custodial services; monitor, clean and stock restrooms, and other related work, as necessary.

#### 7. SPECIAL SERVICES

#### a. Carpet Cleaning and Floor Refinishing

Upon request, <u>and subject to negotiating competitive pricing at the time service is requested</u>, the Authority may require the Contractor to provide carpet cleaning and floor refinishing services. These services will be billed as part of the next regularly scheduled Contractor's invoice but will be listed separately on the invoice along with standard contract charges. Orders for carpet cleaning and/or floor refinishing services will be placed in writing by the Authority. In no event shall the Authority be liable to the Contractor for payments for any carpet cleaning and floor refinishing work performed by the Contractor, unless the Contractor performs such work by WRITTEN directive of the Authority.

#### b. Special or Unusual Conditions

In the event special or unusual conditions, the Property Manager, may require the Contractor to provide additional janitorial or cleaning services not covered by these specifications. Payment will be made at a rate negotiated with the Contractor. These services will be billed as part of the next regularly scheduled Contractor's invoice but will be listed separately on the invoice along with standard contract charges. Orders for special services may be placed orally (in the event of an emergency) or in writing by the Property Manager. All written orders will describe the service to be provided and will state the negotiated fee which the Contractor will be compensated. Except in the event of an emergency, in no event shall the Authority be liable to the Contractor for payments for any extra work performed by the Contractor, unless the Contractor performs such work by WRITTEN directive of the Authority.

#### 8. EMERGENCY SERVICES

If an emergency arises (such as flooding of a particular section of a building) the Contractor shall divert his force, or such part thereof as deemed necessary by the Property Manager, from their normal assigned duties to meet these conditions. When these employees are no longer needed, they shall be directed by the Contractor to return to their normal duties. The Contractor shall not be penalized because the normal daily work which otherwise would have been performed had to be neglected, but every effort must be made to complete contract requirements.

#### 9. SUPPLIES, MATERIALS, EQUIPMENT AND UTILITIES

- a. The Contractor, at its sole cost, shall furnish all supplies, materials, and equipment necessary for the proper performance of the janitorial service. Supplies and materials include, but are not limited to, brooms, brushes, dust cloths, microfiber mops, sponges, squeegees, porcelain ware cleaner, liquid and powder detergents, disinfectants, glass cleaner, floor polish, waxes, stripper, metal and furniture polish, and any other compounds necessary to properly maintain the premises. The Contractor shall supply plastic bags and liners, including bags for sanitary disposal receptacles and wastebaskets. 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. Authority property will not be used in any manner for personal advantage, business gain, or other personal endeavor by the Contractor or the Contractor's employees.
- b. In order to minimize the health and environmental impacts of maintaining clean facilities, the Authority is requiring the use of environmentally preferable cleaning products and methods. Environmentally Preferable Cleaning Products are to be used during the entire term of the contract. Contractor shall use only environmental preferable products in the following categories:
  - General-purpose cleaners, floor cleaners, bathroom cleaners, glass cleaners, and carpet cleaners;
  - Disinfectants;
  - Other chemicals, as needed, to perform the duties of the particular job or function.

For purposes of this contract, the Authority defines an environmentally preferable cleaning product as one that is certified through Green Seal GS-37, DfE (EPA's Design for the Environment) or the ECP/EcoLogo (Canada's Environmental Choice Program). Products that are not listed through one of these certification agencies will not be allowed to be used as part of this cleaning contract. For more information on the certification agencies and product lists, see the following websites: (1) Green Seal (GS-37) <a href="www.greenseal.org">www.greenseal.org</a> or (2) EPA Design for the Environment <a href="www.epa.gov/dfe">www.epa.gov/dfe</a>. Prior to contract award, the Contractor must provide a complete list of products, including Material Safety Data Sheets they will

- use. As stated above, the products must be certified through one of the three certifying agencies listed above with the exception of floor finishes and floor strippers. The use of any product not certified through one of the three certifying agencies shall require the prior approval of the Property Manager.
- c. Changes to any products and/or product lists used as part of this contract must be submitted in writing to the appropriate Building Operations Manager, along with any new Material Safety Data Sheets. Noncompliant chemicals must be removed immediately from the building. Chemicals used for disinfection of blood and other potentially infectious material shall be on EPA's list of registered antimicrobial products effective against blood borne/body fluid pathogens.
- d. Provide to the Authority and post in the janitorial area, Material Safety Data Sheets (MSDS) for all chemicals used or stored in the building. The Contractor shall not use any material or supplies, which the Authority determines, would be unsuitable for the purpose, or offensive or harmful to any part of the facility, its contents, equipment, employees, or patrons.
- e. Provide all necessary cleaning equipment including, but not limited to, buffing machines, vacuum cleaners with HEPA filters, carpet extractors, etc., needed for the performance of the work of this contract. Such equipment shall be of the size and type customarily used in work of this kind and shall meet all OSHA and local standards. All equipment shall meet or exceed qualifications of GreenSeal (GS-42) or EcoLogo (CCD). Equipment deemed by the Property Manager to be of improper type or design or inadequate for the purpose intended shall be replaced by the CONTRACTOR. GreenSeal standards may be found at <a href="http://industries.ul.com/environment/certificationvalidation-marks/ecologo-product-certification">www.GreenSeal.org</a> and ECOLOGO standards may be found at: <a href="http://industries.ul.com/environment/certificationvalidation-marks/ecologo-product-certification">http://industries.ul.com/environment/certificationvalidation-marks/ecologo-product-certification</a>.
- f. All employees of the Contractor including supervisors shall be required to wear uniforms. The uniforms must be approved by the Authority. Employees of the Contractor not in uniform will not be allowed to work. At a minimum the uniforms will consist of a uniform shirt or smock. The uniforms shall have the Contractor's name affixed thereon in a permanent manner. The Contractor's name along with other designations such as the employee's name shall be easily identifiable. Any color or appropriate color combination may be used for the uniforms. Employees shall be required to dress neatly, in accordance with tasks being performed. Uniforms must be readily identifiable and not be hidden by any outerwear or other clothing when employee is on duty.
- g. The Contractor must insure that all restrooms are fully stocked at all times including weekends and holidays. This is to include evenings when buildings are used for functions. The items to be fully stocked at all times are: toilet tissue, towels, seat covers, and liquid soap (with preference for use of foaming dispensers to minimize product use). Provision and installation of said supplies shall be the Contractor's sole responsibility regardless of perceived operating difficulties. Products must meet the specifications of GreenSeal, EcoLogo and/or CFPA Certified.
- h. The Authority reserves the right to require Contractor to change products used, if in the Authority's opinion the products used do not achieve quality results.

#### 10. SECURITY CLEARANCES

All employees, performing work under the contract must comply with all security and administrative requirements of the Authority. The Contractor shall ensure that all required background checks are provided prior to the employees obtaining access to provide services. The Authority may refuse access to, or require replacement of, any personnel for cause, including, but not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with the

Authority's security or other requirements. Such approval shall not relieve the Contractor of its obligation to perform all work in compliance with the contract.

The Authority reserves the right to exercise full and complete control over granting, denying, withholding, withdrawing, or terminating clearances for employees. The Authority may, as he/she deems appropriate, authorize and grant temporary clearance to employees of the Contractor. However, the granting of a temporary clearance to any such employee shall not be considered as assurance that a full clearance will follow as a result of the temporary clearance and the granting of either a temporary or full clearance shall in no way prevent, preclude or bar the withdrawal or termination of any such clearance by the Property Manager.

#### 11. IDENTIFICATION/BUILDING PASS

The Contractor, at his/her own expense shall provide for photo identification badges for all employees used on this contract. No employee of the Contractor shall be allowed to work on this contract without a photo identification badge. Photocopies of all badges are to be supplied to the Property Manager, prior to starting of contract and before each new employee begins work.

The Contractor shall make sure that every new employee has a photo identification/building pass before the employee enters for duty. The Contractor shall sign each pass issued. The Contractor shall make sure that all passes are destroyed as employees are dismissed or terminated, or when the contract expires. All passes must contain an expiration date.

The Contractor shall make sure that all employees wear identification badges during duty hours. The Property Manager or other personnel designated shall periodically verify passes of Contractor employees along with their personal identification.

#### 12. BUILDING SECURITY AND ACCESS CONTROL

- a. No employee will be allowed to work without a current identification badge.
- b. The Contractor shall be given means of access to all rooms requiring cleaning. Any keys or key cards issued to the Contractor for such use shall be in accordance with the Authority key policy and shall be produced on demand of the Property Manager. No keys will be given for rooms requiring cleaning during normal business hours.
- c. Any area to which Contractor is provided access by means of a key/key card, shall be opened for the purpose of cleaning only. Immediately upon completion of cleaning, the area shall be secured. No person or persons shall be permitted access to secured areas by any contract personnel.
- d. Upon completion of cleaning in a prescribed area, the Contractor's employees shall turn off all the lights in the area, so that upon completion of duties, all lights not required for insurance/safety purposes, i.e. night and exit lights, shall be turned off, and all doors and windows secured. The Contractor's site manager and/or crew supervisor shall check to ensure that all requirements are met, prior to release of work crew for the day/night, including the replacement of all furniture and equipment moved during the cleaning process. The Contractor shall be responsible for activating any alarm systems.
- e. Any conditions in the facility(ies) that may require repair shall be reported to the Authority in writing within 24 hours. For example, dripping faucets, damaged walls, burned out lights, etc.

- f. If keys/key cards are lost, the Contractor will pay for necessary lock changes, key reissuance, and call-out charges for access, and such cost shall be deducted from the current invoice.
- g. No personal items, with the exception of jewelry and medication, will be allowed in the building during work hours. The Authority shall not be responsible to the Contractor or any of the Contractor's employees for loss of personal property.

#### 13. STANDARDS OF CONDUCT

The Contractor shall be responsible for maintaining satisfactory standards of employee competency, conduct, appearance, and integrity and shall be responsible for taking disciplinary action with respect to his employees as may be necessary. The Contractor is also responsible for ensuring that his/her employees do not disturb papers on desks, open desk drawers or cabinets, filing systems, or use Authority or tenant telephones or other equipment, except as authorized. If the Property Manager brings unacceptable work habits and appearance of the Contractor's employees to the attention of the Contractor, corrective action must be immediately taken. If needed action is not taken the Property Manager may instruct the Contractor to remove such individuals from the building or to not use such individuals for the work of this contract. When employees of the Contractor are determined to have misused Authority or tenant property the Contractor shall be notified, and appropriate action shall be taken by the Contractor. The Contractor shall be required to reimburse the Authority or it's tenants when specific monetary loss can directly be attributed to the misuse of property/equipment by a Contractor employee.

#### 14. TRASH AND WASTE REMOVAL PROCEDURES

The Contractor shall keep the elevator and surrounding areas clean. All waste placed into dumpsters shall be bagged or placed in closed containers before disposal. It shall be the Contractor's responsibility to provide said containers/bags. All cardboard containers must be broken down before disposal or deposit for recycling. The Contractor shall provide appropriate equipment for office trash removal so as to avoid the possibility of floor damage due to the dragging of trash bags through office areas. The Rubbermaid brand trash cart, or acceptable equivalent, is the required equipment for doing this work. Containers and bags must be of heavy duty strength and handled in a manner to avoid breakage and leakage. Any additional cleanup necessary, due to problems as described above, shall be performed immediately and at the Contractor's expense.

#### 15. SENSITIVE EQUIPMENT AREAS

- a. The Contractor will ensure that special care is taken to maintain areas containing computer equipment as dust free as possible. This will entail vacuuming and/or dry mopping (with mop head treated with light oil-base cleaner) daily, and wet mopping once a week.
- b. The use of large numbers of electronic equipment, such as CRT's, executive work stations, personal computers, word processing equipment, communications equipment, etc., requires that the Contractor instruct his cleaning personnel on the proper manner in which to perform their duties around this type of sensitive equipment. This instruction shall include the identification and proper usage of electrical circuits for cleaning equipment in the areas of this sensitive electronic equipment.
- c. Extreme caution while cleaning will be given to the following:
  - Avoidance of power interruption to devices;
  - The use of the same circuit by cleaning equipment and sensitive devices at the same time. The Contractor shall consult with the Authority for identification of these areas:
  - The use of cleaning equipment near sensitive devices;

- The use of only those cleaning products guaranteed not to damage sensitive electronic equipment;
- The use of cleaning products on or around sensitive devices
- d. When breakers are tripped due to the Contractor's use of electrical outlets the Authority's on call person shall be notified immediately.

#### 16. DUE CARE BY CLEANING PERSONNEL

- a. The Contractor will not allow smoking by his employees in Authority facilities.
- b. The Contractor will not allow the consumption of food or drink in any areas other than Authority approved locations.
- c. It shall be the Contractor's responsibility to clean up and/or rectify any damage to Authority or tenant's property caused by any individuals connected with the Contractor, to the satisfaction of the Authority.
- 17. WASTE RECYCLING PROGRAM. Upon implementation of a recycling program, as may be amended from time to time, Contractors will be required to participate in the such recycling program by collecting waste to be recycled and depositing it at designated locations without additional cost to the Authority. Items will include paper and co-mingled cans and bottles. During the life of the contract, recycling containers will be marked for Recyclable Waste. The Contractor may not mix items from these containers. The waste must be segregated in the proper carts. Non-recycled trash may be disposed of into dumpsters.

#### 18. ADDING AND DELETING SPACE

The Property Manager will give the Contractor a written notice no less than five (5) full working days in advance as to which areas are to be added or deleted from the routine cleaning schedule. Invoice adjustments will be made using a cost per square foot proposed by the Contractor. If space is added to the schedule it shall be cleaned in accordance with the specifications for similar space. The period for adding to or deducting from the payments will start on the effective date of the notice and continue for the time period specified in the notice.

#### 19. CONTRACT DEDUCTIONS.

- a. It is the objective of the Authority to obtain full cleaning performance in accordance with the specifications, and at the quality standards of work set forth in this contract. To that end, the Authority is contracting for the complete performance of each cleaning job as identified in the specifications. In instances where any room is not satisfactorily cleaned or policed and serviced, as determined by the Property Manager in his/her discretion, an automatic deduction will be made for the entire room at a rate of two (2) times the unit (square foot) price established for the contract for the first occurrence.
- b. If any work which is scheduled for performance is omitted or unsatisfactorily performed, the attention of the Contractor will be called to this failure or omission, and a deduction can be made from any monies due or to become due the Contractor at the rate proposed by the Contractor.
- c. If the Contractor or employees of the Contractor bring unauthorized persons into any facility during contract working hours, a deduction will be assessed at a rate of 2 times the unit (square foot) price established for the contract for the entire facility and the Contractor shall accept all responsibility for damage, theft, loss or injury caused by, or inflicted upon the individual while in the facility.

d. The Authority reserves the right to remove any building or portion thereof from the contract or to cancel the contract as a whole or in part, for non-performance or unsatisfactory performance, with a 30-day written notice.

#### 20. QUALITY CONTROL

- a. The Contractor shall establish a complete quality control program to assure the requirements of the contract are provided as specified. One copy of the Contractor's basic quality control program shall be provided to the Authority prior to start of services under the contract. An updated copy must be provided to the Authority as changes occur. The program will include, but not be limited to the following:
- b. An inspection system that assures the satisfactory execution of all the services specified and all of the conditions stipulated in this document.
- c. A method of identifying deficiencies in the quality of services performed before the level of performance is deemed unacceptable.
- d. A file of all inspections conducted by the Contractor and the corrective action taken. This documentation shall be made available to the Property Manager upon request at any time during the life of the contract.
- e. At least once each month at each facility, the Contractor will meet with the Property Manager or his/her designee to inspect the facility using a quality evaluation form (Sample Quality Evaluation form attached).

#### 21. MISCELLANEOUS

- a. Employees must be briefed on fire and emergency procedures, including the location of fire equipment and safety exists.
- b. Report fires, hazardous conditions and items in need of repair.
- c. Close windows and turn off lights and fans when not in use.
- d. Close doors and lock room in security areas after cleaning.
- e. Turn in lost and found articles to the Authority's administrative offices.
- f. Inform all employees of the need to exercise a reasonable vigilance in implementing this policy and to notify the Property Manager when an unauthorized or suspicious person is seen on the premises.

#### 22. GENERAL CLEANING STANDARDS

The Authority expects the Facilities specified herein to be cleaned and maintained at a level of quality commensurate with the highest standards of professional janitorial service. The minimum service will be as follows:

#### A. Restrooms

- 1. Daily
  - a. Clean, polish and dry all receptacles
  - b. Sweep floors
  - c. Damp mop floors with a solution of water and disinfectant
  - d. Clean and disinfect all fixtures (toilets, urinals and sinks)
  - e. Spot clean partition walls, doors, light switches and other horizontal surfaces.
  - f. Dust moldings and ledges
  - g. Empty and sanitize all trash and sanitary napkin receptacles and replace liners.
  - h. Stock all dispensers with soap, towels, tissue, toilet seat covers, sanitary napkin dispensers and related supplies.
  - i. Wet wipe and polish bright metal
  - i. Remove dust from louvers/grills

- k. Clean and polish mirrors
- 1. Replace air fresheners as needed

#### 2. Weekly

- a. Damp mop and spray buff resilient floors.
- b. Sweep to remove spray buff debris.
- c. Damp mop ceramic and other pre-finish tile and polish with soft bristle brush.
- d. Sweep to remove mop strings and related debris.
- e. Wood and vinyl baseboards shall be clean and free of accumulations of old wax and mopping solutions. Ceramic baseboards should be cleaned and be free of old wax and mopping solutions. In addition, there should be no discoloration of ceramic as the tile rises above the floor surface up the wall.
- f. Wash full surface area of all stall partitions and doors with solution of water and disinfectant.
- g. High dust vents, frames and sills

#### 3. Monthly

- a. Clean ceramic tile surfaces so that tile and grout have a uniform color.
- b. Machine scrub hard surface areas.

#### 4. Quarterly

- a. Machine scrub hard surface flooring
- b. Damp wipe full surface area of stall partitions, doors, window frames and sills with solution of water and disinfectant.
- c. Spray and wet wipe waste receptacles with solution of water and disinfectant/deodorizer.
- d. Thoroughly clean and polish all bright metal.
- e. Thoroughly clean all porcelain surfaces to remove all stains.
- f. Clean, scrub and disinfect baths and shower stalls.
- g. Wash full surface area of all window frames and sills with solution of water and disinfectant

#### **B.** Room Cleaning

#### 1. Daily

- a. Empty trash receptacles, damp wipe trash receptacles daily, replace plastic liners in receptacles daily if necessary.
- b. Clean/wash basins (do not clean if dishes are left in the sink)
- c. Fill dispensers
- d. Solid waste collected from facilities shall be placed in the designated container
- e. Mirrors shall be cleaned/polished
- f. Clean edges of carpeting near baseboards and in areas not reached by vacuum. (Corn or synthetic bristle brooms are permitted)
- g. Spot clean carpeting
- h. Dust file cabinets and other fixtures
- i. Dust all horizontal surfaces, including wall moldings.
- j. Dust, vacuum and/or clean louvers, grills, etc.
- k. Dust mop hard surface flooring with treated medium. Clean corners and edges carefully so as to remove accumulations of dust and debris.

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Submission Deadline: July 2, 2018 @ 1:00 p.m.

- 1. Damp mop hard surface flooring in kitchen's and/or break rooms, leaving no streaking or mop debris.
- m. Clean and sanitize kitchen/lounge sinks and counter areas.
- n. Damp mop marble floor and other "pre-finished" hard surface flooring.
- o. Dust benches and chairs in all common areas.

#### 2. Weekly

- a. Spray buff or mop buff hard surface flooring
- b. All chairs and vinyl furniture shall be vacuumed once a week.
- c. Janitorial closets must be kept odor free. Keep mop sinks drains open at all times.
- d. Dust office fixtures desks, credenzas, tables, chairs, etc., with treated material. If surface is a plastic laminate (Formica), utilize dust cloth. Do not move papers. Dust around office machines and communications equipment. Do not move equipment.
- e. High dust door frames, windowsills, ledges, fixtures, etc.
- f. Low dust chair and table bases, and baseboards.
- g. Dust blinds.
- h. Spot clean walls, doors, frames, and light switches.
- i. Pile brush all corridors, hallways and high density "open" carpeted areas with "Certified" pile brush.
- j. Thoroughly vacuum carpeted areas.

#### 3. Monthly

- a. Spot clean wall surfaces.
- b. Clean storage closets.
- c. Spot clean carpeting. Report loose seams, strings and bubbles to the Property Manager.
- d. Wash all base boards.
- e. Machine scrub hard surface areas.
- f. Dust or vacuum HVAC registers.

#### 4. Semi-annually

a. Vacuum blinds or drapes.

#### 5. Annually

a. Clean all light fixture diffusers and dust light bulbs.

#### C. Common Areas

#### 1. Daily

- a. Wipe glass doors
- b. Clean/wipe wood/ metal frames and remove accumulations of residue.
- c. Damp mop, buff or spray buff resilient floors. Remove service debris.
- d. Dust/vacuum louvers/grills.
- e. Clean, vacuum elevator tracks and (door) foot plates.
- f. Vacuum and clean edges of carpet.
- g. Wipe, clean light plates and push plates using a soft cloth and mild soap.
- h. Dust horizontal surfaces, including stairwell surfaces.
- i. Sweep, dust mop or vacuum stairwells.
- j. Dust mop resilient flooring. Clean corners and/or edges.
- k. Remove dust/cobwebs, etc., from light fixtures within reach.

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- 1. Report physical deficiencies to Authority.
- m. Clean/dust elevators. Remove accumulations of residue, gum, etc. Wipe metal and remove smudges.
- n. Clean, sanitize and polish drinking fountains

#### 2. Weekly

a. Maintain ALL "pre-finished hard surface" floors using approved materials and methods. These materials and methods shall be of a quality that conforms to industry standards and cause no damage to property.

#### 3. Quarterly

a. Damp wipe/polish marble wall surfaces, wainscoting and base boards.

#### **D.** Exteriors

- 1. Daily
  - a. Sweep entrances, and landings to building. Remove gum and other materials from entry areas. If day porter services are procured, day porter shall check during daytime to insure entrances are always clean.
  - b. Empty and clean all cigarette urns.
  - c. Empty and damp wipe all ashtrays.
  - d. Keep parking lot and surrounding grass areas free of trash.

#### E. Glass

- 1. Daily
  - a. Damp wipe/clean glass entrance doors and glass panels, partitions, bookcase glass and other office fixture glass.
- 2. Monthly
  - a. Wash (squeegee) both sides of entrance glass and adjacent glass paneling.
- 3. Quarterly
  - a. Wash (squeegee) all interior glass, including window glass, mirrors, vertical and horizontal panels, clocks, classroom glass and panels.

#### F. Horizontal/Vertical Blinds

- 1. Weekly
  - a. Dust with wool or feather duster. (If dusting does not clean, wash with general purpose cleaner.)
- 2. Quarterly
  - a. Thoroughly vacuum or dust with wool or feather duster.
  - b. Clean sills with dust cloth, wool, feather duster or vacuum.
- 3. Semi-Annually
  - a. Wash Venetian blinds. Clean cords and tapes.

#### G. Stairwells (if applicable)

- 1. Daily
  - a. Remove accumulated trash

- b. Spot sweep as required
- 2. Weekly
  - a. Sweep
  - b. Dust mop to remove stains
  - c. Dust handrails, ledges, etc.
  - d. Spot clean walls and doors
- 3. Other various maintenance projects as assigned by management

#### H. Carpet Cleaning (upon written request)

- 1. Baseboards should be cleaned and free of spotting, streaking and debris, etc.
- 2. Extract all carpeting with warm water. Pre and post spotting if necessary. Cut all runners, strings and other loose carpet fiber.
- 3. Report poor seams to Authority.

#### J. Floor Refinishing (upon written request)

- 1. Strip, rinse and refinish resilient floor surfaces. (use minimum of two coats of floor finish)
- 2. Burnish or spray buff within seven days. Sweep/dust mop to remove debris.
- 3. Strip and rinse ceramic and other pre-finished bathroom tile.
- 4. Baseboards should be cleaned and free of spotting, streaking and debris, etc.
- 5. Strip, rinse and finish (use minimum of three coats of floor finish) all hard resilient flooring.
- 6. Buff or spray buff within seven days. Sweep and/or dust mop to remove debris, strings, etc.

# INNOVATION PARK REQUEST FOR PROPOSALS RFP 18-03 PROPERTY MANAGEMENT & ACCOUNTING SERVICES

The Leon County Research and Development Authority ("Authority"), is requesting proposals for the provision of property management and accounting services at Innovation Park, which proposals shall be due 2:00 PM (EST), Monday, July 2, 2018.

A MANDATORY pre-submittal conference meeting and walk-through of the job sites will be held at the Leon County Research and Development Authority's conference room, 1736 W Paul Dirac Drive, Tallahassee, Florida, at 2:00 PM on Monday, June 18, 2018.

Once the RFP is advertised, all communications between interested firms and the Authority shall be limited to written communications directed to the contact person below.

The formal RFP package may be obtained from and any inquiries are to be directed to:

Ron Miller, Executive Director Leon County R&D Authority 1736 W. Paul Dirac Drive Tallahassee, FL 32310

Email: rmiller@inn-park.com

Or

Via the Internet at http://innovation-park.com/opportunities/.

The Board in its sole discretion may reject any or all proposals when deemed in the best interest of the Authority.

FOR PUBLICATION June 8, 2018 and June 11, 2018.

#### Leon County Research & Development Authority RFP 18-03 Property Management Timeline Monday, May 14, 2018

Item		Date	Interval (days)
Begin Drafting RFP	Tue	5/1/2018	
Executive Committee Agenda-RFP Approval	Tue	5/15/2018	
Executive Committee RFP Approval	Wed	5/23/2018	
Submit Ad to newspaper	Thur	5/24/2018	
BOG Ratification	Thur	6/7/2018	
Issue/Advertise RFP	Fri	6/8/2018	
	Mon	6/11/2018	
Notice Evaluation Committee Meetings			
Pre-bid meeting,2pm	Mon	6/18/2018	
Questions due, 2pm	Thur	6/21/2018	
RFP Responses Due, 2pm	Mon	7/2/2018	24
Evaluation Committee Meeting-Short Listing (if ne	c Mon	7/9/2018	
Evaluation Committee Meeting-Presentations	Mon	7/16/2018	
Evaluation Committee Recommendations Due	Mon	7/16/2018	
Contract Negotiation Due	Mon	7/16/2018	
Executive Committee Agenda		7/16/2018	
Executive Committee Recommendation Approval		7/23/2018	
Board Agenda	Thur	7/26/2018	
Board Ratification of Selection	Thur	8/2/2018	
Contract Executed	Thur	8/2/2018	31
			55

Leon County R&D Authority

Submission Deadline: July 2, 2018, 2:00pm



# REQUEST FOR PROPOSALS PROPERTY MANAGEMENT & ACCOUNTING SERVICES RFP NO. 18-03

PROPOSAL DUE DATE JULY 2, 2018

Submission Deadline: July 2, 2018, 2:00pm

## REQUEST FOR PROPOSALS ("RFP") PROPERTY MANAGEMENT & ACCOUNTING SERVICES AT INNOVATION PARK June 8, 2018

The Leon County Research and Development Authority ("Authority") is requesting proposals for the provision of Property Management & Accounting Services at Innovation Park. The award shall be made to the responsible Proposer taking into consideration the evaluation factors set forth in the Request for Proposals (RFP) and, if necessary, obtaining best and final offers.

In issuing this RFP, it is the intent of the Authority to obtain proposals which will provide the services indicated in the highest quality, at a reasonable, fixed monthly management fee, with additional payments in the event of certain activities or unforeseen circumstances, from the best Proposer.

The Authority will receive all proposals. The Board of Governors ("Board") will establish an Evaluation Committee to evaluate all proposals and which may conduct negotiations and make a final recommendation to the Board for award of the contract.

#### A. Services Sought.

#### 1. Location.

The Authority is requesting proposals from qualified firms ("Proposers") for the provision of Property Management & Accounting Services at Innovation Park. It is the Authority's intent to award one contract for Property Management & Accounting Services for its properties at Innovation Park as identified in Exhibit "A" attached hereto.

#### 2. Scope of Services and Approach to Scope of Services.

- a. The successful Proposer shall be required to provide the Property Management & Accounting Services as outlined in Article 2 ("Basic Services") in Exhibit "B" of the ("Contract") attached hereto for the above referenced properties.
- 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 Basic 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 any person, firm, or other party to whom it is proposed to award a subcontract under this contract must be approved by the Authority. 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. 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.

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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.

#### 3. Minimum Qualifications of Proposer.

- a. The Proposer shall state their qualifications as a professional Property Management & Accounting firm, which should include but not be limited to, previous Property Management & Accounting Services offered to businesses within Leon County, current Property Management & Accounting 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 five (5) years previous experience in Property Management & Accounting Services for properties similar in size and type to the subject property prior to the date the proposal is submitted.
- c. The management staff to be assigned to this agreement must have a minimum of no less than three (3) years' experience in the property management and accounting business with proven supervisory experience.
- d. The Proposer must demonstrate financial capability and capacity, and are required to submit as a part of their proposal the following items:
  - i. A letter from the Proposer's relationship bank or accountant stating the financial capability to handle this contract (meet payroll and adequately secure supplies and equipment).
  - ii. Proof of insurance capacity by completion of the Insurance Certification form contained in this RFP.
  - iii. In the references requested in 4(a) below, the Proposer will identify at least three facilities currently being serviced that the Authority staff or committee may visit to evaluate a representative sampling of the Proposer's performance.
- 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 are being provided and can be visited as required in (3)(d)(iii) above. The Authority reserves the right to contact clients for reference checks.
- b. For each reference, the Proposer shall provide the following:
  - i. Name and address of company.
  - ii. Site of work under contract (address and brief description of facility including square footage).

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- iii. Person to contact, title, telephone number and electronic mail address, if available.
- iv. Contract term, starting and ending dates.
- v. A summary of the types of services provided under this contract.
- c. 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.
- d. If incomplete reference information is provided, the proposal may be determined to be non-responsive. Proposers not meeting the minimum experience requirements as set out herein will be determined to be non-responsive and the proposal will not be considered.

#### 5. General Terms of Agreement.

- a. Final terms of the agreement will be negotiated with the selected proposer but will be in substantially the same form as the sample provided in Exhibit "B" attached. Additional contract terms are identified in Section 8 below.
- b. The agreement for the Property Management & Accounting Services will begin October 1, 2018.
- c. The term of the agreement will be a minimum term of three (3) years with the option for additional one-year extensions by mutual agreement.
- d. The agreement will be monitored for acceptable services rendered throughout the agreement term. The Authority will have the option to cancel the agreement in whole or in part during the agreement 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.
- e. At the discretion of the Authority, price adjustments may be negotiated annually beginning with the first extension period. Any price adjustment shall not exceed changes in the Consumer Price Index for all Consumers (CPI-U) for the twelve (12) month period prior to the contract extension.

#### 6. Payments.

- a. For payment due for Basic Services the Proposer shall submit invoices at the end of each monthly billing period. Invoice amounts shall be based on the Proposer's services as rendered. For accounting purposes only, charges shall be allocated to each building and tenants in common using a method agreed to by the Authority.
- b. The Proposer shall provide an invoice which provides detailed billing for services provided no later than thirty (30) calendar days after the date the services have been rendered. Two separate invoices shall be provided by Proposer to the Authority: one for accounting services and one for property management services. Invoices received after this time has elapsed may be considered null and void. The invoice shall reference the purchase order number assigned to this agreement.

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

Leon County Research and Development Authority 1736 W. Paul Dirac Drive Tallahassee, FL 32310

d. Payments shall be paid to the Proposer within thirty (30) days contingent upon the receipt by the Authority of properly documented invoices for payment as determined by the budgetary and fiscal guidelines of the Authority and the condition that the Proposer has accomplished the services to the satisfaction of the Authority.

#### B. **Proposal Process.**

#### 1. Mandatory Pre-submittal Conference

A mandatory Pre-submittal Conference meeting and walk-through of the job sites will be held at the Leon County Research and Development Authority's conference room, 1736 W Paul Dirac Drive, Tallahassee, Florida, at 2:00 PM on June 18, 2018 with Ron Miller.

#### 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, June 21, 2018. Requests must be transmitted via email. No Proposer may rely upon any oral responses. Answers to such questions will be posted on the Authority's website. Such written questions and requests shall be directed to the following Authority Contact person:

Authority Contact: Ron Miller, Executive Director Leon County R&D Authority rmiller@inn-park.com

- 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 Mr. Miller, prior to July 2, 2018, 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 Authority 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 optional Pre-Submittal Conference and public meetings of the Board, or of the Evaluation Committee, no contact or communication in

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person, by telephone, e-mail, through an intermediary, or otherwise with any member of the Board or any other representative of the Authority, other than Authority 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 Authority by 2:00 PM, July 2, 2018 ("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 <u>outside of the envelope and on any carrier's envelope</u>: "PROPOSAL FOR PROPERTY MANAGEMENT & ACCOUNTING SERVICES AT INNOVATION PARK, July 2, 2018, 2:00PM".

Due to inconsistent office hours, hand-delivered Proposals will only be accepted on the day of the Submission Deadline after 9:00am and before 2:00pm, or by appointment only if on days prior to the Submission Deadline. Please email rmiller@inn-park.com to make an appointment.

#### 4. <u>Submission of Proposal.</u>

- 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 Opening of Proposals will take place in the Authority's offices located at the Knight Administrative Centre, located at Innovation Park, at 1736 W. Paul Dirac Drive, Tallahassee, Florida, 32310. The Opening of Proposals is open to the public, but attendance by proposers is not required. Only the names of Proposers will be listed and disclosed until such time as a Notice of Intent to Award is posted.
- d. Proposals received prior to the Opening of Proposals will be secured unopened.
- e. The Authority Contact, whose duty it is to open the Proposals, will open the Proposals as soon as practicable after the established Submission Deadline.
- f. Proposals received later than the Submission Deadline will not be considered, will be marked "Too Late" and may be returned unopened to the Proposer.
- g. The Authority 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.

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- h. The Proposer shall submit an ORIGINAL and three (3) copies of the proposal, <u>along with an electronic version in PDF format on a USB flash drive</u>, on or before the Submission Deadline. 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. Proposals will be retained as the property of the Authority.
- i. Proposer Registration Potential Proposers MUST officially register, prior to July 2, 2018, in order to be placed on the Registered Proposers list for the solicitation. This list is used for communications to prospective Proposers. Also, Proposers should be aware that solicitation documents obtained from sources other than the Authority 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. The registration form is Attachment 9.
- j. Special Accommodation Any person requiring a special accommodation at the Opening of Proposals because of a disability should inform the Authority Contact no less than three (3) workdays prior to the proposal deadline.
- k. 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 written agreement.
- 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 by the Proposer. No corrections will be allowed to be made to Proposals after the Opening of Proposals.
- d. The Authority reserves the right to waive any minor irregularity, technicality or omission if the Authority determines that doing so will serve the Authority's interests. The Authority may reject any proposal not submitted in the manner specified in the solicitation document.
- e. The Authority reserves the right to reject any or all Proposals, in whole or in part, when such rejection is in the best interest of the Authority. Further, the Authority reserves the right to withdraw this solicitation at any time prior to the final award of the contract.
- f. 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.

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- Certification Regarding Debarment, Suspension, and Other Responsibility Matters The g. 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.
- h. 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.
- i. 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 Authority 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 Authority 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."
- Addenda to Specifications If any addenda are issued after the initial specifications are j. released, the Authority will post the addenda on the Authority's website at http://innovationpark.com/opportunities/
- It is the responsibility of the Proposer prior to submission of any Proposal to check the above k. website or contact the Authority Contact rmiller@inn-park.com to verify any addenda. The receipt of all addenda must be acknowledged on the Proposal sheet.

#### 6. **Schedule**

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 Authority's website. All times are local times in Tallahassee, Florida.

<u>Events</u>	<u>Date/Time</u>
Release/Issuance of RFP	June 8, 2018
Mandatory Pre-Submittal Meeting	June 18, 2018 at 2:00PM (EST)
Questions for Clarification Deadline	June 21, 2018 at 2:00 PM (EST)
Proposer Registration PRIOR TO	July 2, 2018 (earliest recommended)
Submission Deadline	July 2, 2018 at 2:00 PM (EST)
Opening of Proposals	July 2, 2018 at 2:15pm (EST)
Evaluation Committee: short list meeting	July 9, 2018 (time TBD)
Evaluation Committee: presentation meeting	July 16, 2018 (time TBD)
Evaluation Committee's Recommendation for	July 23, 2018 (time TBD)
Contract Award to the Board	
Authorization of contract by Board of	August 2, 2018
Governors of Authority	

<sup>\*</sup> Notice of meetings of the Evaluation Committee will be posted on the Authority's website at http://innovation-park.com/opportunities/. Committee meeting dates subject to change. Depending on the number of responses received, the Evaluation Committee

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chair may elect to forego the short list meeting allowing all respondents to present, as well as potentially holding the presentation meeting at the time scheduled for the short list meeting.

#### 7. Evaluation

#### a. <u>Review of Proposals</u>

The Evaluation Committee will use a point formula during the review process to score and rank proposals. Each member of the Evaluation Committee will first determine responsiveness to the Request for Proposals by making sure all terms of the Request for Proposals were followed. Any proposal determined not to be responsive by a majority of the committee will be eliminated from further consideration. For those proposals determined to be responsive, each member of the Evaluation Committee will score each proposal using the criteria described below. Firms will be ranked based on each member's scores. These rankings will be combined for all members to determine the recommended ranking of the top three firms. In the event of a tie for first, second, or third position, the affected ranking will be determined by a vote of the committee.

#### b. Preliminary and Final Evaluation

If more than three firms submit responsive proposals, the Evaluation Committee may, in its sole discretion hold a meeting to score the proposals before holding a final selection meeting for the purposes of hearing oral presentations and making final rankings. The Evaluation Committee may choose to limit the number of oral presentations to be heard in the final selection process based on the preliminary scoring. By vote of the Evaluation Committee, more than three firms may be chosen for oral presentations in the final selection meeting. Preliminary scoring of finalist firms may be adjusted during the final selection meeting based on information obtained in the final selection meeting.

#### c. Proposal Evaluation Criteria

The following factors will be evaluated for each Proposal and points awarded as indicated:

#### i. Operations and Management Plan-20 points maximum

- (1) The Proposer shall submit an Operations and Management Plan identifying its staffing and approach to providing property management services contained in this RFP. Said plan shall provide the following:
- (2) Description of staffing, quantity of labor hours and supervision assigned to the facilities to successfully complete the work. In the event Proposer plans to subcontract any portion of the work, Proposer shall indicate in its plan the identity of the sub-contractor(s) and the role of said sub-contractor(s).
- (3) Description of plan to perform the property management services required, including the systems, procedures and forms used.
- (4) Description of unscheduled or emergency work procedures.
- (5) Description of quality control procedures.
- (6) Enhanced Services Recommendations on service improvements including the cost of same.

#### ii. Accounting Services & Reporting Plan-20 points maximum

The Proposer shall submit an Accounting Services & Reporting Plan identifying its staffing and approach to providing accounting and reporting services contained in this RFP. Said plan shall provide the following:

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- (1) Description of staffing and supervision assigned to complete the work. If the Proposer plans to subcontract any portion of the work, Proposer shall indicate in its plan the identity of the sub-contractor(s) and the role of said subcontractor(s).
- (2) Description of plan to perform the accounting & reporting services required, including the systems, procedures and forms used.
- (3) Description of system of internal accounting controls, IT policy, and records retention policy employed by Proposer.

#### iii. Qualifications & Experience of Proposer-20 points maximum

- (1) Length of time company has operated; length of time providing both property management and accounting services similar to those required in the proposal; extent of Proposer current and prior similar contracts; location(s) of Proposer's office(s); and current and past project references.
- (2) Company has considerable and readily quantified experience in providing similar property management and accounting services.
- (3) Company has a proven ability to effectively manage multiple sites. Company shall provide relevant experience data and references.
- (4) Company's policy in recruitment, hiring, testing and assignment to ensure that only qualified persons are hired and that the appropriate skill sets are deployed to fit any site-specific needs.
- (5) Company has adequate organizational size, structure, and qualified key personnel to be assigned to this project. Provide an organization chart and resumes of key individuals including any industry related and professional designations held by key individuals.
- (6) If any services are expected to be subcontracted, the Proposer shall also provide all of the above information for the sub-contractor(s).

#### iv. Price-40 points maximum

The Proposal shall provide for a fixed price <u>management fee</u> for all services to be provided pursuant to the RFP. Separate amounts must be provided for fee for Accounting services and fee for Property Management services. The Price for all services is the MANAGEMENT FEE ONLY AND DOES NOT INCLUDE property, administrative and other expenses which are the responsibility of the Authority as defined in the Contract.

#### v. <u>Local Preference in Purchasing and Contracting</u>

- (1) 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, additional points shall be added to the total score for a local preference, as follows:
  - (a) 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.
  - (b) 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.
- (2) Local business definition. For purposes of this section, "local business" shall mean a business which:

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- (a) 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
- (b) Holds any business license required by Leon County and, if applicable, the City of Tallahassee; and
- (c) 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.
- (3) 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."

#### vi. Minority, Women and Small Business Enterprise (MWSBE) Preference

- (1) 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, a preference of five (5) points shall be added to the total score for a certified MWSBE.
- (2) 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.

#### d. Final Evaluation Interviews

Interviews - Following the evaluation of the items listed above, up to the three Proposers with the highest rankings will be selected for interviews. The Proposers may present any information that the Proposer deems important to illustrate the merits of its Proposal, and to answer the questions of the Evaluation Committee.

#### 8. Other Contract Provisions

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 Authority 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 Authority 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 Authority.
- b. Audits, Records, and Records Retention: The Proposer shall agree as follows:

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- 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 Authority, the Proposer will cooperate with the Authority 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 Authority.
- v. Persons duly authorized by the Authority 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 insurance shall include Authority 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.

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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.

- Worker's Compensation and Employers Liability: Insurance covering all (3) 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).
- Deductibles and Self-Insured Retentions Any deductibles or self-insured retentions iii. 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.
- Other Insurance Provisions The policies are to contain, or be endorsed to contain, iv. the following provisions:
  - General Liability and Automobile Liability Coverages (Authority and its (1) agents are to be named as Additional Insured).
  - The Authority, its officers, officials, employees, agents and volunteers are to (2) 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 Authority, its officers, officials, employees, agents or volunteers.
  - (3) The Proposer's insurance coverage shall be primary insurance as respects the Authority, it officers, officials, employees, agents and volunteers. Any insurance of self-insurance maintained by the Authority, its officers, officials, employees, agents or volunteers shall be excess of the Proposer's insurance and shall not contribute with it.
  - (4) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Authority, 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 Leon County R&D Authority

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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 Authority.

- (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 Authority 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 Authority before work commences. The Authority reserves the right to require complete, certified copies of all required insurance policies at any time.

#### d. Ethical Business Practices

- i. Gratuities It shall be unethical for any person to offer, give, or agree to give any Authority employee, or for any Authority 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.
- 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.
- iii. The Authority 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 Authority, 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 Authority, at its sole discretion, may reject any Proposal which is unclear in any way.

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#### b. Proposal Content

This RFP will be used as the instrument to solicit Proposals for Property Management & Accounting Services for the Authority. 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

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 Operations & Management Plan, and Accounting Services & Reporting Plan
- Tab 4 Qualifications & Experience
- Tab 5 References/Client List
- Tab 6 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 July 2, 2018)
- (2) Copies of required licenses, registrations, and certifications, if any.

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#### **ATTACHMENT 1**

#### PROPOSAL FORM

Property Management & Accounting Services
At Innovation Park

Place: Leon County R&D Authority 1736 W. Paul Dirac Drive Tallahassee, FL 32310 Proposal Due Date: July 2, 2018 at 2:00 PM

Proposal of	hereinafter-called	PROPOSER,	a
corporation organized and existing under the laws of the State of	, or a partne	ership, a compar	ıy,
or an individual doing business as		·	
To the Leon County Research and Development Authority, here	inafter referred to as	"Authority".	

The PROPOSER, in compliance with the Request for Proposals 18-03 for Property Management & Accounting Services (RFP), 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 Authority.

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.

PROPOSER certifies that the attached Price Schedule reflects ONLY MANAGEMENT FEES and does not include any expenses which are the responsibility of the Authority as defined in the Contract provided in Exhibit B to the RFP.

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.

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DEVIATIONS FROM SPECIFICATION	S IF ANY:
I have read all of the specifications and specifications.	requirements and do hereby certify that all items submitted meet
COMPANY:	AGENT NAME:
ADDRESS:	
	ZIP CODE:
TELEPHONE:	FAX:
	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 **PROPERTY MANAGEMENT & ACCOUNTING SERVICES**, having examined the scope of work and written specifications, hereby proposes to furnish **PROPERTY MANAGEMENT & ACCOUNTING SERVICES** for the following price.

Property Management Fee per month:	\$
Accounting Fee per month:	\$
Total Fee per month:	\$
Option 1 Additional Suggested Service Enhanc	cements
Cost of any additional work suggested b	by Proposer.
Total Cost per month for Option 1	\$
	ne Price Schedule shall include all labor, materials, removal, overhead, profit, oposer necessary to perform the Basic Services defined herein.
of repairs, maintenance, administrative	he Authority is responsible for paying out if its own funds certain costs and other expenses as defined in the Contract provided in Exhibit B to rity expenses in the Price Schedule will be cause for rejection of the
	Price Schedule reflects ONLY MANAGEMENT FEES and does not esponsibility of the Authority as defined in the Contract provided in
PROPOSER agrees that this pr (90) days after the scheduled closing tir	roposal shall be good and may not be withdrawn for a period of ninety me for receiving proposals.
Respectfully submitted,	
Attest:	By: Signature
	Signature
Print Name	Print Name & Title

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#### **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:	
11010.	
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.
Sig	nature

Signature	
Title	
Title	
Proposer's name	
Troposer's name	
Address	

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#### **ATTACHMENT 5**

### AFFIDAVIT CERTIFICATION IMMIGRATION LAWS

The Authority will not intentionally award Authority 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 Authority 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 Authority.

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

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#### <u>ATTACHMENT 6</u> 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:		st Rating: st Financial Classification:
	Automobile Liability:		st Rating: st Financial Classification:
2.	Is the insurer to be used A:VII?	l for Workers	'Compensation insurance listed by Best with a rating of no less than
	YES		_ No
	Indicate Best Rating: Indicate Best Financial	Classification	n:
	If answer is NO, provid	le name and a	address of insurer:
		sure to carefu	uired types and limits of coverage for this RFP, as identified within ally review and ascertain that the Proposer either has coverage or ls.
	YES		_No
Plea	se mark the appropriate b	oox:	
Cov	erage is in place	Cove	rage will be placed, without exception
The	undersigned declares und	ler penalty of	perjury that all of the above insurer information is true and correct.
Nan	ne Typed or Printed		Signature
Date			Title

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#### **ATTACHMENT 7**

#### DRUG FREE WORK PLACE FORM

Drug-Free Work Place: Yes N/A			
If Yes, please complete the remainder of this 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 require the satisfactory participation in a drug abuse assistance or rehabilitation program if 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

Submission Deadline: July 2, 2018, 2:00pm

## ATTACHMENT 8 LOCAL VENDOR CERTIFICATION

The undersigned, as a duly authorized representative of the vendor listed herein, certifies to the best of his/her knowledge and belief, that the vendor meets the definition of a Local Business. For purposes of this section, "local business" shall mean a business which:

- a) 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 the Leon County R&D Authority; and
- b) Holds any business license required by Leon County (or one of the other local counties), and, if applicable, the City of Tallahassee; and
- c) 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.

Please complete the following in support of the self-certification and submit copies of your County and City business licenses. Failure to provide the information requested will result in denial of certification as a local business.

Business Name:	
Current Local Address:	Phone: Fax:
If the above address has been for less than six months,	please provide the prior address.
Length of time at this address:	
Home Office Address:	Phone: Fax:
Signature of Authorized Representative	Date
STATE OF COUNTY OF	
The foregoing instrument was acknowledged before me t	
By(Name of officer or agent, title of officer or agent	, of, (Name of corporation acknowledging)
a corporation, o	on behalf of the corporation. He/she is personally known to me
or has produced(type of identification)	
	Signature of Notary
Return Completed form with supporting documents to:	Print, Type or Stamp Name of Notary
Leon County R&D Authority, Ron Miller 1736 W. Paul Dirac Drive Tallahassee, Florida 32310	Title or Rank
,	Serial Number, If Any

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#### **ATTACHMENT 9**

#### PROPOSER REGISTRATION FORM

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

<u>Official Registration</u> - Companies must officially register, before July 2, 2018, 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 <a href="http://innovation-park.com/opportunities/">http://innovation-park.com/opportunities/</a> 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 June 21, 2018 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 <a href="http://innovation-park.com/opportunities/">http://innovation-park.com/opportunities/</a>.

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

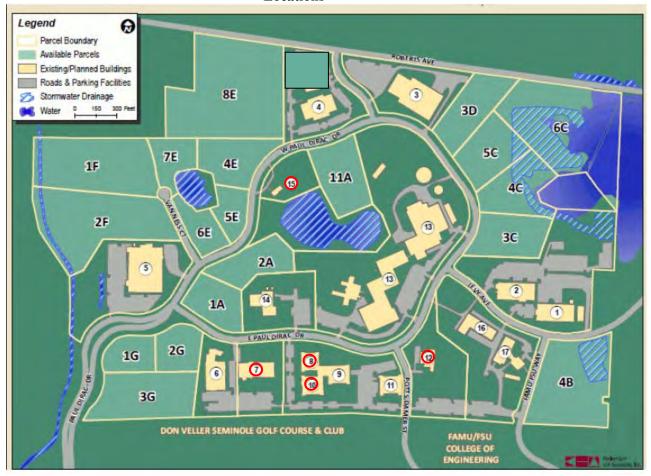
#### Contact Information for Ron Miller –

• E-mail: rmiller@inn-park.com

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

Submission Deadline: July 2, 2018, 2:00pm

#### Exhibit "A" **Property Management & Accounting Services** Locations



Bldg#	PROPERTY NAME	PROPERTY ADDRESS	SQUARE FEET
8	Morgan	2035 E Paul Dirac Dr.	32,528
10	Johnson	2035 E Paul Dirac Dr.	39,337
7	Collins	2051 E Paul Dirac Dr.	24,900
12	Phipps	2007 E. Paul Dirac Dr.	14,661
15	Knight	1736 W Paul Dirac Dr.	2,800

Undeveloped Lots: 4E-6E, 8E (wooded) Central & West Stormwater Ponds Ground leases: Lots 1F, 7E Ground leases—no maintenance: Bldg's 3 & 4

Submission Deadline: July 2, 2018, 2:00pm

# Exhibit "B" Property Management & Accounting Services Professional Services Agreement

#### PROPERTY MANAGEMENT & ACCOUNTING SERVICES AGREEMENT

This Property Management Agreement ("Agreement") is made thisday of	<u>, 2018</u> , by
and between the LEON COUNTY RESEARCH AND DEVELOPMENT AUTH	ORITY, a public
Authority created pursuant to Chapter 159, Part V, Florida Statutes ("Authority"), ar	nd
, a Florida	corporation
("Agent") (hereinafter collectively referred to as the "Parties").	_

WHEREAS, the Authority has developed a research and development park which currently consists of seventeen facilities and 207.92 acres, more or less, known as Innovation Park, more particularly described in Exhibit "A" attached hereto and incorporated herein by reference (the "Property"); and

WHEREAS, the Property currently contains approximately 114,000 square feet in five buildings under management, as well as leased land, undeveloped land, park signage, rights of way, easements, and stormwater facilities more particularly described in Exhibit "B" attached hereto and incorporated herein by reference (the "Locations"); and

WHEREAS, on June 8, 2018, the Authority issued a request for proposals for the provision of certain accounting, reporting, and property management services for the Property and such request for proposals was subsequently issued by the Authority and proposals were received by the Authority no later than July 2, 2018; and

**NOW, THEREFORE**, in consideration of the following mutual promises, covenants, and representations set forth herein, the sufficiency of which is hereby acknowledged, Authority and Agent hereby agree as follows:

## Article 1. **GENERAL**

- 1.1. This Property Management & Accounting Services Agreement ("Agreement") shall supersede all prior Agreements between the Authority and Agent.
- 1.2. The Agents Property Management Proposal is incorporated by reference with any conflicts superseded by this Property Management & Accounting Services Agreement.

## Article 2. RESPONSIBILITIES OF AGENT

It is agreed that the duties and responsibilities of Agent in connection with the management of said Property shall be as follows:

#### 2.1. <u>Management of Property</u>

2.1.1. Agent is hereby designated as Authority's agent for the purpose of managing the Property. Agent shall use its best efforts and due diligence to manage the Property and perform accounting, reporting, and property management services that include:

- 2.1.1.1. Bidding, hiring, and management of service contractors for the Property, including but not limited to the janitorial, landscaping, and HVAC companies which have been retained by the Authority.
  - 2.1.1.2. Purchase of minor operating supplies for the Property;
- 2.1.1.3. Obtaining bids for major replacements, additions or remodeling projects for the Property;
  - 2.1.1.4. Performing on-site inspections of the Property;
  - 2.1.1.5. Recording and responding to Property's tenants' work orders;
  - 2.1.1.6. Maintaining the Property's key bank;
- 2.1.1.7. Providing emergency on-call service for the Property twenty-four (24) hours per day, seven (7) days per week; and
- 2.1.1.8. Performing other duties and responsibilities related to the effective management of the Property.
- 2.1.2. Agent shall take all reasonable steps to timely collect and enforce the collection of all rentals and other charges due to Authority from tenants of the Property in accordance with the terms of their tenancies. Agent shall handle all tenant requests and negotiations on behalf of Authority and shall use all reasonable efforts to assure compliance by tenants with the provisions of their leases.
- 2.1.3. Agent shall serve on behalf of Authority such notices as are necessary to enforce the rights of Authority under its leases on the Property, and may, with Authority's prior written approval, evict tenants, sue in the name of Authority to recover possession and/or rents and other sums due from tenants, and settle, compromise and release such actions or suits or reinstate such tenancy. Agent shall not institute actions or incur legal fees for which Authority might be responsible without prior written consent of Authority.

#### 2.2. Preparation of Proposed Budget

- 2.2.1. Agent shall work in cooperation with Authority's Executive Director to submit, no later than August 1 of each calendar year or as otherwise agreed to by the parties, an operational budget containing an estimated net operating income projection for the ensuing budget year ("Proposed Budget").
  - 2.2.1.1. Proposed Budget shall itemize projected revenues and expenses in accordance with a chart of accounts approved by Authority and shall be in an electronic form approved by the Authority.
  - 2.2.1.2. Proposed Budget shall incorporate any capital improvements or deferred maintenance items further recommended by Agent or Authority.

- 2.2.1.3. Proposed Budget shall, to the extent directed by Authority, incorporate Authority's personnel and administrative expenses, as well as program revenue and related expenses.
- 2.2.1.4. The Authority shall have the right to modify the Proposed Budget in its sole discretion.
- 2.2.2. The budget year for each Proposed Budget shall begin on October 1 and end on September 30 ("Fiscal Year").

#### 2.3. <u>Collection of Revenues and Disbursements for Expenses</u>

- 2.3.1. Agent shall use its best efforts and due diligence to collect all rents and revenues from the Property.
- 2.3.2. All monies collected under the Agreement, including any and all advance rents, shall be deposited in the designated Authority checking account which is a Qualified Public Depository. At no time shall any of the funds of said account be commingled with the funds of Agent.
- 2.3.3. From the designated Authority checking account, Agent shall pay all operating expenses, taxes and other authorized expenses of the Property in accordance with the Approved Fiscal Year Budget, as that term is defined herein below. Payment requests shall be submitted in advance to the Authority, and all checks signed in accordance with Authority bylaws and policies. In the event Authority elects to have any payments made in a manner other than as herein provided, Authority shall so notify Agent in writing. Upon Authority's request, Agent shall promptly deliver to Authority all original copies of bills, statements or invoices for goods or services provided to the Property. Agent shall maintain an operating balance in the account as directed by the Authority ("Operating Reserves").
- 2.3.4. Agent shall conduct a monthly cash flow analysis to identify funds in excess of the allowed Operating Reserves, or funds insufficient to pay expenses, and coordinate with the Executive Director to remit to, or draw funds from, an investment account identified by the Authority.

#### 2.4. Operation and Management

2.4.1. With the exception of those employees and personnel hired by the Authority, including but not limited to the Executive Director, the Director of Entrepreneurship, the Director of Programs and Communications, and the Administrative Coordinator of the Authority, Agent shall hire, discharge and supervise all personnel and labor necessary for the performance of the duties described herein. All employees, except contract labor, shall be considered as employees of Agent and Agent shall deduct from the employees' salaries or wages, all taxes which may from time to time be proper in connection with unemployment insurance, social security and withholding taxes, as well as any other taxes which may be applicable, and Agent shall make whatever reports may be required by the State and Federal Governments relative by such taxes, or withheld salaries or other deductions. All such

records shall at all reasonable times be made available to Authority, Authority's employees, or Authority's representatives or agents for examination. All employees of Agent shall be covered under Agent's worker's compensation insurance policy.

- 2.4.2. Agent shall use its best efforts and perform all measures necessary for the orderly management of the Property. Agent shall cause the Property to be maintained in such physical and operational condition as Authority shall direct Agent and within Approved Fiscal Year Budget. In connection therewith, Agent shall maintain and repair the Property at the Authority's expense as Agent may deem necessary and proper and may expend such sums as allowed or specifically authorized by the Authority consistent with the Authority's procurement policies.
- 2.4.3. Agent shall assure that all maintenance requests are promptly responded to, and that the resolution of such requests are conveyed to the Authority by electronic means in a timely manner, but no later than monthly following such resolution.
- 2.4.4 Agent shall enter into or renew contracts in Authority's name and <u>at the Authority's expense</u> for electricity, gas, telephone, water, and other utility services as are customarily furnished or rendered in connection with the management of commercial real property, and contracts for maintenance, cleaning, painting, lawn maintenance, lighting, and asphalt repairs as Agent deems prudent in its reasonable business judgment and in accordance with the Approved Fiscal Year Budget, provided that such contracts, to the extent reasonably possible, may be terminated by Authority upon thirty (30) days' notice.
- 2.4.5. Agent shall purchase, on the behalf of Authority and <u>at Authority's expense</u> and within Approved Fiscal Year Budget, all property supplies, which Agent shall reasonably deem necessary to directly maintain and operate the Property. Agent's supplies and other overhead are the responsibility of the Agent.

#### 2.5. Competitive Pricing

- 2.5.1. Whenever the services of independent contractors are employed in connection with the maintenance of the Property, Agent shall use its best efforts to secure such services at the best price available, taking into consideration the quality of the work done and the reliability of such independent contractors, and in accordance with the Authority's procurement policies.
- 2.5.2. If an affiliate or division of Agent is selected to render such services the Authority will be notified of the relationship to Agent prior to Agent's contracting out the work and, if the cost of providing such goods or services exceeds two thousand five hundred dollars (\$2,500.00), shall further obtain Authority's prior approval. Further, if an affiliate or division is selected to render such services, Agent shall have obtained quotes for the cost of providing such goods and services from no less than three different vendors, and the cost to Authority shall not exceed the cost of like goods or services had they been procured in the open market, as supported by the obtained quotes, nor the costs of like goods or services charged by such affiliate or division to any other Authority to whom Agent was then rendering management services.

#### 2.6. Records/Accounting

- 2.6.1. Agent shall establish an accounting system for this Agreement in accordance with generally accepted accounting procedures and practices for audit and tax purposes. Based on subsequent audit reports for Authority, Agent shall modify its system and procedures to address findings and recommendations as may be contained in such audit reports.
- 2.6.2. Agent's responsibilities shall include the following: preparing monthly and annual financial statements; preparing all schedules and supporting documents required by external auditors for the annual audit; cooperating with external auditors in preparation of the annual audit; preparing annual operating and capital expenditure budgets; preparing payroll, including submitting deductions, social security taxes, retirement contributions, medical insurance, etc.; maintaining and reconciling all bank accounts and invested funds; preparing and filing all state and federal forms and reports as may be required, including and not limited to the remittance of State sales taxes, payroll taxes, w-2's and 1099's; collecting rents on a monthly basis; calculating and collecting common area management and maintenance fees ("CAM") annually; paying expenses; and billing tenants and others for services as applicable.
- 2.6.2.1 All expenses related to the performance of Agent's responsibilities under this Article shall be the responsibility of the Agent. Expenses include but are not limited to Agent's payroll and benefits, taxes, office supplies, postage, checks and forms.
- 2.6.3. Agent shall provide monthly reports to Authority or Authority's designee regarding the Property, which reports shall include the following at Authority's direction; such reports will be prepared by the twentieth of each month for the prior month:
  - 2.6.3.1. Trial Balance
  - 2.6.3.2. Balance Sheet
  - 2.6.3.3. Income Statement
  - 2.6.3.4. Budget Comparison, with Variance Explanations
  - 2.6.3.5. Cash Flow Statement
  - 2.6.3.6. Cash Flow Forecast
  - 2.6.3.7. Bank Reconciliation
  - 2.6.3.8. Unreconciled Checks
  - 2.6.3.9. Check Register
  - 2.6.3.10. Deposit Register
  - 2.6.3.11. Aged Accounts Receivable Report
  - 2.6.3.12. Accounts Payable Detail
  - 2.6.3.13. Mortgage or Bond Statement
  - 2.6.3.14. General Ledger
  - 2.6.3.15. Journal Entry Register
  - 2.6.3.16. Rent Roll
  - 2.6.3.17. New Lease Abstracts
  - 2.6.3.18. Projections for Current and Future Lease Expirations
  - 2.6.3.19. Work Order Log

- 2.6.4. Agent shall maintain accurate records of all agreements entered into and all funds received and disbursed in connection with its management of the Property and, at the Authority's direction the performance of payroll and accounting services related to the Authority's personnel and office costs, including without limitation, rent rolls, and deposit receipts, records of security deposits, leases and contracts. All records shall be open for inspection at all reasonable times by Authority, Authority's employees, or Authority's representatives or agents.
- 2.6.5. Agent shall provide an accurate accounting of all monies generated from and operating expense of the Property to Authority on a monthly basis by the twentieth of each month for the prior month. Such accounting shall be subject at any time to audit by Authority, Authority's employees, or Authority's representatives or agents.
- 2.6.6. Agent shall maintain all accounting records in accordance with the chart of accounts approved by Authority.
- 2.6.7. Agent shall utilize a software system to maintain the Property's accounting records.
  - 2.6.7.1. At Authority's sole option and <u>at Agent's expense</u>, Agent shall provide Authority, Authority's employees, and other entities authorized by Authority, Internet-based access to records for the Property. Such access shall provide read-only, download, and print access to records for the Property maintained. Agent shall provide training and documentation to Authority's employees, and other entities authorized by Authority, to facilitate this access.
  - 2.6.7.2. Access to records shall include, <u>at Agent's expense</u>, electronic images of all invoices paid by the Authority.
  - 2.6.7.3. All fees and expenses incurred by Agent related to software licenses, computer hardware, and the processing of transactions utilizing the Agent's software system shall be at Agent's expense.
- 2.7. Agent shall provide Authority expense recovery and reconciliation reports regarding the Property, at the Authority's direction.
- 2.8. Agent shall annually provide Authority CAM calculations, including the allocation of such expenses to Property's tenants, consistent with the terms of tenants' leases and Authority's direction.
  - 2.8.1. Agent shall provide proposed CAM calculations to Authority for its review and approval prior to charging tenants for such CAM expenses.
  - 2.8.2. CAM calculations for each Fiscal Year shall be prepared by Agent based on data maintained by Agent.

- 2.9. Agent shall annually prepare and record a depreciation of capital assets schedule for the Property.
- 2.10. Agent shall extract data regarding the Property from its software program in Excel format, at Authority's direction, and provide such extracted data to Authority.
- 2.11. Agent shall complete an inventory of Authority's fixed assets no later than the end of each Fiscal Year. A separate accounting shall be made for all small tools and other assets purchased by Agent for the Authority which do not otherwise qualify to be capitalized under the Authority's fixed asset policy but may be subject to theft or loss.
- 2.12. Agent shall maintain records of Authority's employee's leave records, including all leave time used, approval of such time, and leave balances.

#### 2.13. <u>Internal Controls and Operating Procedures</u>

- 2.13.1. Agent shall provide its services under this Agreement with internal controls and operating procedures that, at a minimum, meet those described in Exhibit "C" attached hereto and incorporated herein by reference. The Authority reserves the right to modify these minimum controls and operating procedures when it determines, in its sole discretion, the changes are necessary to maintain proper accounting controls.
- 2.13.2. Agent shall provide the Authority with monthly invoices with separate fees for accounting services and property management services.

#### 2.14. Appraisals

2.14.1. Agent shall cooperate with and assist appraisers or counsel retained by Authority to evaluate the Property or to appeal assessed values, but Agent shall not be responsible for such undertakings.

#### 2.15 Compliance

- 2.15.1. Agent shall cause all acts and things to be done in or about the Property as Agent shall deem reasonably necessary to comply with any and all orders or regulations affecting the Property placed thereon by any federal, state, county or municipal authority having jurisdiction thereof, and orders of any board of fire underwriters, or other similar body.
- 2.15.2. Agent shall promptly notify Authority of all notices it receives regarding governmental requirements affecting the Property. Agent shall obtain and keep current all licenses and permits (including signing any building permits with prior notice to Authority on behalf of Authority) required in connection with the management and operation of the Property.

#### 2.16. Insurance

- 2.16.1. Minimum Limits of Insurance -Agent shall maintain, at Agent's expense, insurance with limits no less than the following throughout the Term:
- 2.16.1.1. 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.
- 2.16.1.2. Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage. (Non-owned, Hired Car).
- 2.16.1.3. Workers' Compensation and Employers Liability: Insurance covering all employees meeting Statutory requirements in compliance with the applicable state and federal laws and Employer's Liability with a limit of \$500,000 per accident, \$500,000 disease policy limit, \$500,000 disease each employee. Waiver of Subrogation in lieu of Additional Insured is required.
  - 2.16.1.4. Errors and Omissions: \$2,000,000 limit of liability for each claim.
- 2.16.1.5. Fidelity Bond: Agent shall be required to establish a fidelity bond for the fidelity bond amount per loss of \$500,000 for all employees of Agent who handles funds for Authority, perform services required of Agent hereunder, or who are authorized to sign checks drawn from the Authority's funds.
- 2.16.2. Deductibles and Self-Insured Retentions -Any deductibles or self-insured retentions must be declared to and approved by Authority. At the option of Authority, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects Authority, its officers, officials, employees and volunteers; or Agent shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.
- 2.16.3. Other Insurance Provisions -The policies are to contain, or be endorsed to contain, the following provisions:
  - 2.16.3.1. General Liability and Automobile Liability Coverages (Authority is to be named as Additional Insured).
  - 2.16.3.1.1. Authority, its officers, officials, employees and volunteers are to be covered as insureds as respects; liability arising out of activities performed by or on behalf of Agent, including the insured's general supervision of Agent; products and completed operations of Agent; premises owned, occupied or used by Agent; or automobiles owned, leased, hired or borrowed by Agent. The coverage shall contain no special limitations on the scope of protections afforded Authority, its officers, officials, employees or volunteers.
  - 2.16.3.1.2. Agent's insurance coverage shall be primary insurance as respects Authority, its officers, officials, employees and volunteers. Any insurance of self-insurance maintained by Authority, its officers, officials, employees or volunteers shall be excess of Agent's insurance and shall not contribute with it.

- 2.16.3.1.3. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to Authority, its officers, officials, employees or volunteers.
- 2.16.3.1.4. Agent'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.
- 2.16.3.2. 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 Authority.
- 2.16.4. Acceptability of Insurers -Insurance is to be placed with insurers with a Best's rating of no less than A:VII.
- 2.16.5. Verification of Coverages -Agent shall furnish Authority 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 Authority before work commences. Authority reserves the right to require complete, certified copies of all required insurance policies at any time.
- 2.16.6. Subcontractors -Agent 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.
- 2.16.7. Agent shall assist Authority, at Authority's direction, to identify appropriate types and levels of insurance for Authority and in the procurement of such insurance for Authority.

#### 2.17. Other Provisions

- 2.17.1. Agent shall attend regular meetings of Authority's Board, which are generally scheduled on a bi-monthly basis and shall prepare a bi-monthly report in a timely manner for inclusion on regular Board meeting agendas and with such meeting's materials. The frequency of regular Board meetings may be changed by the Authority from time to time.
- 2.17.2. Agent shall immediately notify Authority upon Agent's receipt of written notice of any lawsuit, claim or threatened claim against Authority. Agent shall advise Authority when legal assistance is recommended to enforce the provisions of a lease or for other matters, but Agent shall not engage counsel nor incur any legal fees for which Authority might be responsible without the previous written consent of Authority. Agent shall provide information to and otherwise assist counsel retained by Authority.
- 2.17.3. Agent shall not use the Property or any office thereon for conducting any business not related to Agent's responsibilities hereunder.

- 2.17.4. Agent shall retain all records, leases, contracts, other documents or writings, and data in electronic format in connection with the Property throughout the Term. Such records shall be retained in a secure location, within the geographic area of Leon County, Florida, and shall be accessible through Agent by the Authority, Authority's employees, or Authority's representatives or agents. Records transfer provisions to be followed at the time of termination are provided in Article 6 below.
- 2.17.5. Agent shall add a link from their website to the Authority's Innovation Park website where the name "Innovation Park" is listed, as appropriate to assist in promoting the Authority and the Park.

#### 2.18. Staffing

#### 2.18.1 Employees On-Site at the Property

#### 2.18.1.1 Property Manager

Agent shall provide a part time property manager at Agent's expense. Such property manager shall perform the duties of the property manager, as required by this agreement and proposed by the Agent in its proposal, including, without limitation, the following:

- 1. Meet with each tenant on a regular basis in order to ascertain their satisfaction with the building's management and maintenance.
- 2. Continue to educate each tenant in the use of Agent's web based "maintenance request" in order to assure that each request is logged and that the tenant receives confirmation of said request.
- 3. Follow up on tenant requests, making sure that the work done was satisfactory to the tenant.
- 4. Communicate regularly with the maintenance staff regarding issues affecting the property.
- 5. Communicate regularly with the Authority's staff regarding property issues.
  - 6. Supervise and evaluate the performance of all service contractors.
- 7. Negotiate, as needed, in accordance with the Authority's Policy & Procedures, any service contracts and/or other contractor required services.
- 8. Procure capital improvement replacements, as needed, in accordance to the Authority's Policy & Procedures.
  - 11. Perform property inspections on a regular basis.

- 12. Issue purchase orders, in accordance with the Authority's Policy & Procedures, and approve all invoices for payment.
- 13. Prepare monthly property operating summary and budget variance reports.
- 14. Prepare an annual operating budget in coordination with the Authority's Executive Director.
  - 15. Attend the Authority's Board of Governor's regular meetings.
  - 16. Attend such other meetings as requested by the Authority.

### 2.18.1.2. Maintenance Worker

Agent shall provide at Agent's expense, at least a part-time maintenance worker who shall remain on-site **at minimum 5 hours per day**. Such maintenance worker, or other staff of Agent, shall respond to the requests of the Authority and its tenants within one hour during normal work hours, and within one hour for after hour's emergencies. Such on-site maintenance worker shall perform the duties of the maintenance worker, as required by this agreement and proposed by the Agent in its proposal, including, without limitation, the following:

- 1. Agent will endeavor to resolve all tenant work requests within twenty-four (24) hours. If a work request cannot be completed within twenty-four (24) hours, Agent shall notify the tenant in writing, with copy to the Authority, regarding the reason for the delay and the expected time the work will be completed.
- 2. Inspect daily (Monday-Friday) the property's grounds and full-service building's common areas, picking up debris and noting items that need attention.
- 3. Inspect daily (Monday-Friday) the common area restrooms located in the full-service buildings, making sure they are properly stocked, clean, and that all fixtures are working properly.
- 4. Inspect daily (Monday-Friday) the property's common areas and full-service building's common area lighting, and replacing, or causing to be replaced, all spent bulbs and/or ballast.
- 5. Inspect monthly the exit signs and emergency lighting in all full-service buildings.
- 6. Inspect monthly the building's roofs, making sure that all roof drain covers, and gutters are debris free, and that the roofs are free from litter.
  - 7. Respond to all emergencies.

- 8. Maintain secure building access through the Authority's building access control software or in conjunction with the Authority's security contractors including the issuance and deletion of access cards and keys.
- 9. Ensure daily (Monday-Friday) that exterior restrooms are unlocked at the beginning of the work day and locked at the end of the work day. Although the responsibility of the Agent, this may be accomplished with the assistance of janitorial staff.
- 2.18.1.2.1. Additional maintenance persons and/or maintenance services in excess of 30 hours per week ("Additional Maintenance Services") shall be provided by Agent, if required in order to provide an adequate response to a situation, and with prior approval of the Authority except in the event of an emergency where Agent shall notify Authority as soon as practicable.
  - 2.18.1.2.1.1. During normal business hours Additional Maintenance Services will be provided at Authority's expense and at the rate of forty dollars (\$40.00) per hour. After normal business hours, and during Agent's Holidays, as defined below, Additional Maintenance Services will be provided at Authority's expense and at the rate of sixty dollars (\$60.00) per hour.
  - 2.18.1.2.1.2. Normal business hours are Mondays through -Fridays, other than Agent's Holidays, from 7:30 a.m. to 4:00 p.m. Normal business hours times may be modified by Authority by providing notice to Agent; however, such revised business hours shall not begin prior to 7:00 a.m. or extend later than 5:30 p.m., and such revised business hours shall not be for a time period greater than 8.5 hours for each business day with the understanding there will be one-half hour off the clock and without pay for lunch. Normal business hours may be modified by Agent with Authority's prior written approval.
  - 2.18.1.2.1.3. There are a total of seven (7) days during each calendar year in which Agent's employees observe the following holidays: (1) New Year's Day, (2) Memorial Day, (3) Independence Day, (4) Labor Day, (5) Thanksgiving Day, (6) the day after Thanksgiving, and (7) Christmas ("Agent's Holidays"). Agent's Holidays may be revised upon the prior written approval of Authority. The Agent shall provide emergency service during approved holidays at the negotiated after hours rate

### 2.18.1.3. Other Employees, if Requested by Authority

2.18.1.3.1. At Authority's expense and direction, Agent shall provide other staff, relevant to the provision of services under this Agreement, whose worksite assignment is located at the Property, at a compensation to be agreed upon in writing by the Authority.

## Article 3. RESPONSIBILITIES OF AUTHORITY

In consideration of the accounting, reporting and property management services to be rendered by Agent under this Agreement, Authority agrees as follows:

- 3.1. Authority shall promptly furnish Agent with all documents and records required for the management of the Property, including but not limited to all leases, amendments and pertinent correspondence relating thereto; the status of rental payments; copies of service contracts in effect; and all applicable insurance policies which are carried by Authority from time to time during the term of this Agreement.
- 3.2. Authority shall approve an operational budget containing an estimated net operating income and incorporating any capital improvements or deferred maintenance items, no later than the first regular Board meeting of each Fiscal Year (first Thursday in October) for the ensuing Fiscal Year ("Approved Fiscal Year Budget").
- 3.3. Authority shall at all times maintain sufficient funds in the Authority's designated checking account to enable Agent to pay all obligations of the Property in a timely manner. In instances where collections are projected to be insufficient or will not be received in time to satisfy this requirement, Authority shall promptly provide Agent with the necessary funds, in advance, upon notification by Agent. Authority agrees to promptly reimburse Agent for any monies advanced by Agent for costs incurred in accordance with the terms of this Agreement.
- 3.4. Authority shall provide reasonable access, workspace, reasonable offices supplies, for Agent's employees, whose assigned worksite is the Property, while such employees are performing Agent's work under this Agreement at the Property.
- 3.5. Authority shall provide Agent accurate expenditure data in a form and manner such that Agent may prepare CAM calculations and allocations based on the prior Fiscal Year expenditures.

### 3.6. Insurance

- 3.6.1. Authority shall provide insurance for the Property.
- 3.6.2. Authority shall deliver copies of all property insurance certificates required by Agent signed by authorized representative of the insurance companies, to Agent, at

[NEED AGENT CONTACT INFO]

## Article 4. COMPENSATION

### 4.1. Management Fee

4.1.1. For services rendered pursuant t	to and during the Term for A	gent's property
management, reporting, and accounting services	s, Authority shall pay Agent	a managemen
fee (the "Management Fee") of \$	per calendar month, whi	ch is a total or
s per year. This Management Fee is	s comprised of \$	per month for
accounting and reporting services and \$	per month for property manage	ement services
The Management Fee shall be pro-rated for any p	portion of a calendar month du	ring the Term.

- 4.1.2. The Management Fee, and the hourly rates for Additional Maintenance Services as specified in section 2.18.1.2.1.1., shall increase at the rate of \_\_\_\_\_\_% per year beginning one year from the Effective Date of the Agreement.
- 4.1.3 The Management Fee is the only compensation to be paid to the Agent. All Property revenue and maintenance expenses, utilities, supplies expense, the Authority's payroll, taxes and other direct Property expenses are the assets and liabilities of the Authority as otherwise defined herein.

## Article 5. TERM OF AGREEMENT AND POTENTIAL RENEWAL PERIOD

- 5.1. The effective date shall be October 1, 2018 ("Effective Date").
- 5.2. This Agreement shall become effective for three (3) years commencing as of the Effective Date and ending on September 30, 2021 ("Term"), unless terminated or extended in accordance with the terms hereof.
- 5.3. The Term may be extended for additional one (1) year periods by agreement of the parties. Such agreement, if any, shall be executed at least sixty (60) days prior to the end of the Term including any extensions thereof.
- 5.4. Final approval of this Agreement shall be subject to ratification by the Board of Governors of the Leon County Research and Development Authority.

## Article 6. TERMINATION

- 6.1. This Agreement shall terminate on the earlier of (a) expiration of the Term set forth above, or (b) termination by either party as set forth below.
  - 6.1.1. This Agreement may be terminated by Agent with or without cause upon ninety (90) days written notice to Authority. In the event of cancellation by Agent, Agent shall furnish within thirty (30) days after the effective date of cancellation an accounting of receipts and disbursements effective to the date of termination.

- 6.1.2. This Agreement may be terminated by Authority with or without cause upon ninety (90) days written notice to Agent. Such termination by Authority shall be subject to Authority's payment of all fees and expenses due hereunder.
- 6.2. Upon termination of this Agreement, Agent shall pay all expenses for invoices received through the date of termination in accordance with Article 2.3 herein. Invoices for expenses received after the date of termination shall be forwarded in accordance with Authority's written instructions. Further, any payments of Authority's account received by Agent and not deposited to the Authority's checking account following the date of termination of this Agreement shall be forwarded in accordance with Authority's written instructions. All records, leases, contracts, other documents or writings, and data in connection with the Property are the property of Authority and shall be turned over immediately to Authority or to another party designated in writing by Authority. Agent shall cooperate with Authority in the electronic transfer of Property data from its software system to other data system as designated in writing by Authority. Agent's right to compensation shall immediately cease, except for amounts payable hereunder prior to the date of termination. Agent agrees to cooperate with Authority or Authority's agent for a period of sixty (60) days after the termination of this Agreement to facilitate a smooth transition, and to answer questions from Auditors.

## Article 7. GOVERNMENTAL REGULATIONS

- 7.1. Agent shall, in its performance of the Agreement, comply fully with all federal, state, county and other municipal laws and regulations affecting the Property and Agent's obligations under this Agreement, including but not limited to the following:
  - 7.1.1. Chapter 159 Part V, Florida Statutes, Research and Development Authorities;
  - 7.1.2. Lease Agreement dated January 28, 1980, between the State of Florida Board of Trustees of the Internal Improvement Trust Fund and Authority, recorded at O.R. Book 1031, Page 1936, Official Records of Leon County, Florida; and,
  - 7.1.3. Innovation Park/Tallahassee Declaration of Restrictive Covenants and Restrictions dated February 10, 1981, recorded at O.R. Book 984, Page 2269, and Official Records of Leon County, Florida.

## Article 8. NON-LIABILITY OF AGENT

8.1. Agent shall not be responsible for any failure to pay any sums or charges required for the proper operation of the Property or the proper administration of this Agreement if necessary funds are not made available to Agent from revenue received from the Property or otherwise from Authority upon sufficient written notice from Agent.

## Article 9. INDEMNIFICATION

- 9.1. Authority shall, to the extent of the limitations provided in Section 768.28, Florida Statutes, as may be amended from time to time, indemnify and hold Agent harmless from any liability or expense, including attorney's fees, incurred by Agent in the proper performance of its duties under this Agreement except for those matters incurred as a result of negligent acts or omissions of Agent or its employees and independent contractors. Nothing herein shall be construed to be a waiver of Authority's sovereign immunity.
- 9.2. Agent shall indemnify and hold Authority, its partners, officers, directors and shareholders harmless from any liability or expense, and costs through litigation and appeals and any bankruptcy proceedings, incurred by Authority as a result of alleged or actual negligent acts or omissions of Agent or its employees and independent contractors, regardless of whether such act or omission is active or passive.
- 9.3. The indemnity set forth in the Article 9 shall be in addition to those indemnities otherwise provided by law.

## Article 10. MISCELLANEOUS

- 10.1. 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.
- 10.2. This Agreement represents the entire understanding of the parties, and there are no further or other agreements, statements or warranties, whether written or oral, relied upon or in effect 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.
- 10.3. This Agreement shall not be assigned by Agent without the prior written consent of Authority, or by Authority without the prior consent of Agent, and any such purported assignment in breach of this Agreement shall be null and void, except that Authority may assign this Agreement to any partnership in which Authority or a wholly owned subsidiary of Authority is a general partner, without first obtaining the consent of Agent.
- 10.4. 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.
- 10.5. Should any section or any part of any section of this Agreement be rendered void, invalid or unenforceable by any competent court for any reason, such a determination shall not render void, invalid or unenforceable any other section or other part of any section of this Agreement.

- 10.6. The filing of any petitions in bankruptcy whether voluntary or involuntary on the part of Agent, shall give Authority the right to terminate this Agreement.
- 10.7. This Agreement shall be construed and enforced in accordance with the laws of the State of Florida. Venue for all purposes shall be Leon County, Florida.
- 10.8. The terms hereof shall be binding upon and shall inure to the benefit of the Parties hereto and their successors and assigns.
- 10.9. 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.

## Article 11. INDEPENDENT CONTRACTOR

11.1. Agent shall be an independent contractor and not an employee, partner or joint venture of Authority under this Agreement. Agent shall be responsible for all income taxes, social security taxes, self-employment taxes and any other taxes to which Agent or Authority may be subject to as a result of this Agreement or Agent's performance hereunder.

## Article 12. NOTICES

12.1. All written notices or demands required or permitted under this Agreement, shall be in writing, and addressed as follows:

If to Agent:

[NEED AGENT CONTACT INFORMATION]

If to Authority:

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

With a copy to:

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

Page 47 of 52 Either party may change the information above by giving written notice as provided 12.2 in this Section.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date below.

**AGENT AUTHORITY** 

[AGENT ENTITY NAME] a Florida corporation	LEON COUNTY RESEARCH AND DEVELOPMENT AUTHORITY, a public Authority created pursuant to Chapter 159, Part V, Florida Statutes
By:	Ву:
Print Name:	Print Name:
Its:	Its: CHAIR
Date Signed:	Date Signed:
Witness:	Witness:
Witness:	Witness:

#### **EXHIBIT A: PHYSICAL DESCRIPTION**

Begin at an old concrete monument marking the Southwest corner of the East half of the Northwest quarter of Section 3, Township 1 South, Range 1 West, Leon County, Florida, and run North 00 degrees 25 minutes 51 seconds West along the West boundary of the East half of the Northwest quarter of said Section 3 a distance of 662.86 feet to the Southerly right of way boundary of Roberts Avenue, thence run South 82 degrees 06 minutes 50 seconds East along said Southerly right of way boundary of Roberts Avenue 2431.02 feet to the Easterly boundary of a powerline easement recorded in Deed Book 30, Page 262 of the Public Records of Leon County, Florida, thence run South 01 degrees 50 minutes 55 seconds West along said Easterly boundary of a powerline easement 2172.37 feet, thence run North 88 degrees 41 minutes 49 seconds West 40.26 feet, thence run South 01 degrees 18 minutes 11 seconds West 44.00 feet, thence run South 88 degrees 41 minutes 49 seconds East 39.84 feet to said Easterly boundary of a powerline easement, thence run South 01 degrees 50 minutes 55 seconds West along said Easterly boundary of a powerline easement 172.26 feet, thence run North 86 degrees 27 minutes 46 seconds West along the Southerly boundary of said powerline easement and a projection thereof 1879.32 feet, thence run South 88 degrees 54 minutes 57 seconds West along said Southerly boundary of a powerline easement 2069.65 feet to a concrete monument on the West side of a ditch, thence run Northerly along the West side of said ditch as follows: North 15 degrees 45 minutes 28 seconds East 240.68 feet, thence North 10 degrees 56 minutes 35 seconds East 173.77 feet, thence North 01 degrees 10 minutes 11 seconds East 399.58 feet, thence North 00 degrees 56 minutes 36 seconds West 203.45 feet, thence North 27 degrees 41 minutes 18 seconds West 407.50 feet, thence North 10 degrees 13 minutes 03 seconds West 221.38 feet, thence North 01 degrees 29 minutes 20 seconds West 397.40 feet to a concrete monument, thence · leaving said West bank of a ditch run North' 89 degrees 59 minutes 41 seconds East 434.95 feet to an old terra cotta monument marking the Southwest corner of the Southwest quarter of the Northwest quarter of said Section 3, thence run North 89 degrees 59 minutes 41 seconds East along the South boundary of the Northwest quarter of said Section 3 a distance of 1319.87 feet to the Point of Beginning, containing 207.92 acres, more or less. The above described property being subject to a powerline easement recorded in Deed Book 30, Page 262 of the Public Records of Leon County, Florida.

## **EXHIBIT B: LOCATIONS**



Bldg#	PROPERTY NAME	PROPERTY ADDRESS	SQUARE FEET
8	Morgan	2035 E Paul Dirac Dr.	32,528
10	Johnson	2035 E Paul Dirac Dr.	39,337
7	Collins	2051 E Paul Dirac Dr.	24,900
12	Phipps	2007 E. Paul Dirac Dr.	14,661
15	Knight	1736 W Paul Dirac Dr.	2,800

Undeveloped Lots: 4E-6E, 8E (wooded)
Central & West Stormwater Ponds
Ground leases: Lots 1F, 7E
Ground leases—no maintenance: Bldg's 3 & 4

### **EXHIBIT C: INTERNAL CONTROLS AND OPERATING PROCEDURES**

### A. Internal Controls Procedures

- Accounts receivable reports are reviewed periodically throughout each month for any delinquent receivables. Any delinquent receivables will be followed up on immediately with the tenant by the property manager.
- Agent has a year-end closing procedure in place and reconciles all balance sheet accounts prior to yearend closing.
- Personnel independent of the check writing process receives all bank statements unopened and inspect
  contents for any unexpected or unusual transactions. This person reviews all payments and inspects
  signatures.
- 4) Bank reconciliations are performed and reviewed within 20 days of each month end.
- 5) A review of the bank reconciliations for any unusual reconciling items, old checks or deposits, and for agreement to the general ledger is performed by personnel independent of the check writing process.
- 6) The aged receivables and payables are reviewed on a monthly basis for accounts requiring additional follow-up action due to age and/or balance. This is done by someone outside of accounting.
- 7) Adjustments to AR or AP are approved by the Executive Director or Board Treasurer prior to removal. Any adjustments to such accounts are printed monthly to be included in the monthly reports for review by the Executive Director for any unauthorized transactions
- 8) All purchases shall be made in accordance with Purchasing Policy 11-03.
- 9) Checks are cut by one person and signed by Board members and management who do not have access to change accounting records. As provided by the Bylaws of the Authority, the Chair and Treasurer must co-sign checks greater than \$10,000; the Chair, Treasurer, or Executive Director shall sign checks \$10,000 or less; the Vice Chair shall sign for the Chair or Treasurer in their absence. An independent person (not one of the people who cuts or signs checks) reviews the bank statement each month for any unusual items.
- 10) A budget comparison report is included in each monthly report. Any significant variation from budget is explained in a variation report provided by the property manager.
- 11) All reports are reviewed and reconciled to the general ledger before being distributed.
- 12) Banking stock is kept in a locked drawer when not in use and not accessible by check signers.
- 13) No signature stamps are used.
- 14) Monthly transactions are entered as soon as reasonably possible in the general ledger. Written policies and procedures are currently in place regarding the reconciliation process and will be updated for any changes made as soon as possible after such change is made.
- 15) All mail is opened by someone outside of accounting and stamped as to date received. These are then received by accounting with another date stamp and passed onto property management for coding and approval.
- 16) Payments for rent are received into the accounting software as soon as deposited (daily). The software keeps track of balances due/owed which are reflected on the aged receivable detail that is monitored carefully each month. No cash payments are accepted.
- 17) Voided checks are maintained in a monthly folder. All checks are numerical in order and tracked by number.
- 18) The personnel who will create new vendors in the system must receive a W9 and insurance certificates before creating a new vendor. This person is a different person than the person who cuts checks each month.
- 19) All journal entries are printed and reviewed monthly by the Treasurer and another independent party with Agent.
- 20) Billing for maintenance and other reimbursable costs is performed monthly.
- 21) There is currently an accounting policies and procedures manual in place at agent's office. This will be maintained and updated as needed to comply with the Authority's policies and procedures.
- 22) A formal disaster recovery plan is currently in place. This will be updated as needed to comply with the Authority's policy.
- 23) An IT policy is currently in place. This will be updated as needed to comply with the Authority's policy.

- 24) Background and reference checks are done on all employees prior to hiring. All detail is kept in each employee file.
- 25) A records retention system is currently in place. This will be updated as needed to comply with the Authority's policy.
- 26) An inventory will be done on all fixed assets at Innovation Park prior to October 1 each year.
- 27) Agent will assist in evaluating the current insurance coverage in place and any need to modify.
- 28) Employee files will be kept for each Authority employee that records any and all leave time used, approval of such time, and leave balances.

### B. Mail Processing and Payable Processing

- 1) Mail is opened by designated personnel and stamped with date received.
- 2) Invoices delivered to accounting and stamped with accounting date received and then placed in appropriate property manager folder for approval.
- 3) Once approved, given to accounting department for entry into system.
- 4) Accounting scans in payable aging detail and invoices in order.
- 5) Payable Aging Detail and invoices are emailed to the Executive Director of the Authority or Board Treasurer for approval of payment with a blind carbon copy to each of the Executive Committee members. Upon approval, Accounting Director cuts the checks, and the runner delivers them for signatures. Two Board officer signatures are required for check amounts greater than \$10,000, while check amounts less than or equal to \$10,000 may be signed by the Executive Director; The Executive Director and officers of the Board (Chair, Vice-Chair and Treasurer) have signature authority.
- 6) Once the checks are received back from the Authority for payment; the runner checks the list for any missing invoices and/or checks and makes sure the appropriate signatures are there.
- The runner copies all the checks and then mails out. Invoices are then filed in the appropriate folders with check copies.

## C. Check Deposits and Invoice Transmittals

- 1) Mail is opened by designated personnel and stamped with date received.
- 2) Checks are copied and endorsed for deposit.
- 3) A deposit transmittal is created and saved on the agent's computer a folder dedicated to the Authority. This folder is password protected and cannot be accessed outside of certain accounting personnel and certain property managers.
- 4) Checks are written up on a deposit slip and taken to the bank by the runner.
- 5) Deposits slips are given to designated personnel for recording in the Excel checkbook.
- 6) Deposit slip is given back to accounting for entry into the accounting system.
- 7) Once entered into accounting system, the deposit slip is attached to invoice transmittal and check copies and given to Accounting Director for filing.

### D. Tenant Invoices

- 1) Updated Rent Roll is created, and charges made by the 25<sup>th</sup> of each month.
- 2) List of tenant contacts printed out and invoice numbers assigned to each tenant.
- 3) Create invoices using assigned numbers and give to another member of accounting to review.
- 4) Once reviewed, invoices are mailed or emailed to each tenant as specified on the contact list.
- 5) If a tenant is more than 30 days delinquent, a reminder invoice will be sent, and the property manager will contact the tenant by email and/or telephone.
- 6) If a tenant is more than 45 days delinquent, the property manager will again follow-up by email and telephone.
- 7) At 60 days delinquent, tenants will be given 3 days' notice of eviction for non-payment.
- 8) If the above efforts to collect fail, a collection agency may be utilized.

### E. Financial Statement Preparation Procedures

- 1) Investment Statement information is received from the Authority.
- 2) Bank statements are received from the bank for the month just ended. Original bank statements are sent directly from the bank to the Chairman of the Audit Committee.

- 3) Journal entries are made in the accounting system for any needed adjustments such as bank fees/interest income/depreciation/amortization, etc. All journal entries are verified in-house by someone independent of the accounting process and also by the Treasurer of the Board.
- 4) All bank accounts are reconciled to the general ledger.
- 5) All balances are verified. All receivables are double checked; all payables verified. The trial balance is gone throughly to make sure all balances agree.
- 6) Budget comparisons are printed and given to the Property Manager to review and clarify any differences from budget to actual.
- 7) All reports are printed as preliminary (pending any adjustments above) and submitted to the Board Treasurer for review.
- 8) Once the budget comparison explanations are received from the Property Manager, all reports are printed to Adobe PDF and assembled into report format. The report is then sent to the Executive Director and the Treasurer of the Board for presentation at the monthly Board of Governors Meeting.

# PROFESSIONAL SERVICES AGREEMENT

This Agreement is entered into by and between Florida A&M University Board of Trustees ("FAMU or University") and Leon County Research and Development Authority, (the "Provider"), duly authorized to do business in the State of Florida. FAMU and Provider shall be hereinafter individually referred to as a "Party" and jointly referred to as "Parties."

#### **BACKGROUND**

**Whereas**, FAMU wishes to engage the services of Provider to provide FAMU with consulting services;

**Whereas**, FAMU has determined that the Provider has the experience and ability to perform the services as required by FAMU; and

**Now, Therefore,** in consideration of the services to be performed and the payments to be made, together with the mutual covenants and conditions hereinafter set forth, the parties agree as follows:

### **SERVICES**

The above recitals are incorporated herein as though set forth fully Provider agrees to perform such services, with the standard of professional care and skill customarily provided in the performance of such services as set forth in this Agreement, and University agrees to pay Provider such amounts as are specified in this Agreement.

## 1.0 Scope of Services.

- **1.1** The above recitals are incorporated herein as though set forth fully.
- **1.2** Provider agrees to provide the services described herein and as set forth in Attachment A, which is incorporated herein by reference ("Services").
- **1.3** Provider agrees to perform the Services to the satisfaction of the University during the term of this Agreement.
- 1.4 University's Contract Manager overseeing Services provided under this Agreement is David Teek, who is located at the address set forth in paragraph 10.0. This Contract Manager is responsible for enforcing the performance of the terms and conditions of this Agreement and serving as a liaison with the Provider.
- **1.5** Provider's Contract Manager overseeing Services provided under this Agreement is Ronald J. Miller, Jr., who is located at address set forth in paragraph 10.0.

This Contract Manager is responsible for enforcing the performance of the contract terms and conditions and serve as a liaison with the FAMU Contract Manager.

## 2.0 Fees and Expenses.

- **2.1** University agrees to pay Provider a fixed price not to exceed \$45,000 for the contract period, for the services set forth in the scope of services.
- 2.2 The total fee shall be payable as set forth in this section and as set forth in Attachment A, in accordance with the University Prompt Payment Compliance Policy (Section 215.422, Florida Statutes (F.S.) and upon submission of invoices that are in detail sufficient for a pre-audit and post audit thereof Invoices shall contain contract number, invoice number, invoicing period, current and cumulative total amounts, description of services/tasks performed, and a copy of the applicable written reports/deliverables. Deliverables must be approved in writing by the FAMU Contract Manager prior to payment to the Provider. Provider will not be paid if services delivered are not approved by the FAMU Contract in writing. Approval by FAMU shall be based on the performance of the scope of services and the specific deliverables. Acceptance and approval of deliverables for payment by FAMU is based on compliance with the defined deliverables presented in standards representative of consultants practicing in this field of work.
- **2.3** Taxes- University and Provider are tax immune sovereign and exempt from the payment of all sales, use or excise taxes.
- 2.4 Provider agrees that Provider is solely responsible for payment of income, social security, and other employment taxes due to the proper taxing authorities, and that Institution will not deduct such taxes from any payments to Provider hereunder.
- 2.5 When travel is specifically permitted under the Agreement, travel, meals, and lodging expenses shall be paid in accordance with Section 112.061, Florida Statutes (F.S.). Expenses in excess of the amount permitted by Section 112.061, Florida Statutes shall be borne by Provider. Provider shall submit detailed documentation and adequate receipts and other appropriate documentation as requested by FAMU to support reimbursement of all such reimbursable expenses also as set forth in paragraph 2.2.

**2.6** Institution's obligation to pay beyond the current fiscal year is contingent upon annual appropriation by the Florida Legislature or FAMU Board of Trustees or appropriate funding agency.

**3.0 Term.** The Services to be rendered by Provider under this Agreement shall commence upon full execution and be completed not later than three (3) years after the execution date. This term may be renewed or extended beyond such completion date if University agrees to the renewal or extension in writing. However, renewal shall be no longer than the initial term or up to three years, whichever is longer; and shall be contingent upon satisfactory performance by the Provider as determined within the sole discretion of the University.

## 4.0 Provider's Capacity and Responsibilities.

4.1 It is expressly understood that Provider is an independent contractor and not the agent, partner, joint venture, legal representative, or employee of University. Provider and Provider's workers are not employees of University and are not entitled to tax withholding, Workers' Compensation, unemployment compensation, or any employee benefits, statutory or otherwise. Provider agrees that Provider is solely responsible for payment of income, social security, and other employment taxes due to the proper taxing authorities, and that University will not deduct such taxes from any payments to Provider hereunder. Provider is responsible for providing all necessary insurance for himself/herself, Provider's workers, agents, and representatives.

- **4.2** Provider shall not have the authority to enter into any contract or agreement to bind University and shall not represent to anyone that Provider has such authority.
- **4.3** Provider shall not use the credit, name, logo, trademarks and/or copyrights of University in connection with its business or affairs except as specifically authorized in this Agreement or as approved by University prior to use by Provider.
- **4.4** Provider represents and warrants to University that in performing the Services Provider will not be in breach of any agreement with a third party.
- **4.5** Provider declares that he/she is not a Legislator, elected or appointed officer, or that his/her firm is not owned or controlled by any Legislator, elected or appointed officer, compensated or uncompensated, member of a State board of commission, or other employee of the State of Florida; and
  - **4.6** Provider further declares that it has not participated, or that his/her

firm has not been assisted in the preparation of any solicitation related to this matter.

- **4.7** Provider agrees that Pursuant to Section 112.313(2), F.S., pursuant to Section 112.313(2), F.S., it will not offer to give or give anything of value, including a gift, loan, reward, promise of future employment, favor or service to any FAMU employee based upon any understanding that the official action or judgment of the employee would be influenced thereby. Provider will ensure that its subcontractors comply with these rules.
- **4.8** Provider agrees to comply with the provisions of Sections 11.062 and 216.347, F.S., which prohibit the expenditure for contract funds for the purpose of lobbying the State Legislature or a state agency. Provider agrees to comply with all federal lobbying requirement regulations and laws.
- **4.9** As provided in Section 287.132-133, F.S., by entering into this Agreement or performing any work in furtherance hereof, Provider certifies that it, its affiliates, suppliers, subcontractors and Providers who will perform work hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the thirty-six (36) months immediately preceding the date hereof. This notice is required by Section 287.133(3) (a), F.S.

## 5.0 Confidentiality of Information.

- **5.1** Provider agrees to keep confidential and not to disclose to third parties any information provided by University pursuant to this Agreement unless Provider has received prior written consent of University to make such disclosure. This obligation of confidentiality does not extend to any information that:
  - **5.1.1** Was in the possession of Provider at the time of disclosure by University, directly or indirectly;
  - **5.1.2** Is or shall become, through no fault of Provider, available to the general public;
  - **5.1.3** Is independently developed and hereafter supplied to Provider by a third party without disclosure restriction; or
  - **5.1.4** Is required to be disclosed pursuant to Chapter 119, Florida Statutes, or any other requirement of law.
- 5.2 This provision shall survive expiration and termination of this Agreement.

## 6.0 Property Rights and Reports.

**6.1** Except as provided in section 6.2 herein, University acknowledges

that the Services to be performed by Provider under this agreement will NOT improve, acquire, or develop property subject to transfer of any property rights to University including but not limited to, any computer programs, software, documentation, copyrightable work, discoveries, inventions, or improvements. The Provider's current, expanded, and new programs, including the Entrepreneurial Excellence Program and mentor network shall remain the property of the Provider.

**6.2** Provider shall provide **two (2) bound copies of the final report plus an electronic copy** to FAMU within (30) days after the completion of the Services required by this Agreement; also, the parties agree that the report was specifically ordered and commissioned by University. Any documents developed for FAMU shall be the property of FAMU.

**6.3** This provision shall survive expiration and termination of this Agreement.

**7.0 Suspension or Termination of Contract.** University reserves the right to suspend indefinitely or terminate the contract and the Services to be rendered by Provider for any reason, upon 7 days prior oral or written notice to Provider. In the event of termination prior to completion of all work described in Sections 1.0 and 2.0, the amount of the total fee to be paid Provider shall be determined by University on the basis of the portion of the total work actually completed up to the time of such termination.

**8.0 Dispute Resolution.** Any controversy, claim, or dispute arising out of or relating to this Agreement or the breach thereof, shall be first resolved in an informal manner at the Contract Manager level, then at the Vice President level or by an alternative form of non-binding dispute resolution, such as mediation. If necessary, a neutral third-party mediator shall be mutually selected by the parties and such costs shall be shared equally by both parties. If such efforts are unsuccessful, the parties may exercise any remedy available in law or equity.

### 9.0 Indemnification and Hold Harmless.

**9.1** Provider agrees that any personal injury to Provider or third parties or any property damage incurred in the course of performance of the Services shall be the responsibility of Provider, including court costs and attorney's fees, which may arise out of Provider's performance of the Services, except to the extent such are caused by

the sole fault or negligence of University

**10.0 Notice.** Any notice to either party hereunder must be in writing signed by the party giving it and shall be served either personally or by certified mail as addressed below or to such other addressee as may be hereafter designated by written notice. All such notices shall be effective only when received by the addressee.

To University:

Florida A&M

University David Teek

416 Foote-Hilyer Administration Center

Tallahassee, FL 32307

Telephone/Email: (850) 412-7469 / david.teek@famu.edu

To Provider:

Ronald J. Miller, Jr.

1736 W. Paul Dirac Drive

Tallahassee, FL 32310

Telephone/Email: (850) 575-0343 / rmiller@inn-park.com

### 11.0 Insurance. Reserved.

**12.0 Severability.** The terms of this Agreement are severable such that if any term or provision is declared by a court of competent jurisdiction to be illegal, void, or unenforceable, the remainder of the provisions shall continue to be valid and enforceable.

**13.0 Governing Law; Forum.** This Agreement shall be governed by and construed under the laws of the State of Florida, in Leon County, which shall be the forum for any lawsuit between the Parties arising from or incident to this Agreement.

**14.0 Paragraph Headings.** The paragraph headings in this Agreement are inserted for convenience only and shall not be construed to limit or modify the scope of any provision of this Agreement.

**15.0 Non-Waiver.** The delay or failure of either Party to exercise any of its rights under this Agreement for a breach thereof shall not be deemed to be a waiver of any subsequent breach either of the same provision or otherwise.

**16.0 Assignment.** Provider may not assign the rights or obligations under this Agreement without University's prior written consent.

Party for the other Party's refusal to allow public access to all documents, papers, letters. or other material subject to the provisions of Chapter 119, FS, made or received in conjunction with this Agreement To the extent that Provider meets the definition of "contractor" under Section 119.0701, Florida Statutes, Provider must comply with the provisions of Section 119.0701. Provider shall return all documents to the University upon termination and destroy confidential and exempt information as appropriate. If Provider is exposed to FAMU's confidential information, Provider will keep such information confidential and will act in accordance with any guidelines and applicable laws (such as FERPA, HIPAA and the Grammy Leach Bliley Act.) Either Party may respond to public records requests without any duty to give Contractor prior notice

**QUESTIONS** IF PROVIDER HAS REGARDING THE THE APPLICATION OF CHAPTER 119, FLORIDA STATUTUES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC AT RECORDS (850)561-2499, (850)599-3413, publicrecords@famu.edu or 1601 S. Martin Luther King Blvd., 200 Lee Hall, Tallahassee, Florida 32307.

**18.0 Nondiscrimination.** Provider agrees not to discriminate on the basis of race, religion, color, age, disability, sex, marital status, national origin, veteran status and sexual harassment in its operation, management and employment practices and with respect to availability and accessibility of products and/or product services to the public Provider agrees to comply with the all-applicable laws of Florida and of the United States of America regarding such nondiscrimination and equality of opportunity.

19.0 Employment of Unauthorized Persons. The employment of unauthorized

aliens by any Provider is considered a violation of Section 274(e) of the Immigration and

Nationality Act. If the Provider knowingly employs unauthorized aliens, such violation shall

be cause for unilateral cancellation of this Agreement.

20.0 Federal Trade Commission (FTC). All Providers shall implement and

maintain adequate safeguards to comply with FTC rules (16 CFR Part 314) and University

policies regarding the safeguarding of customer information.

**21.0 Red Flag Rules:** Provider acknowledges that FAMU has adopted an Identity

Theft Prevention Program as required under 16 C.F.R. Part 681 for certain covered

accounts that may be accessed in accordance with this agreement. Accordingly, Contractor

will conduct its activities in accordance with reasonable policies and procedures to detect,

prevent and mitigate the risk of identity theft.

22.0 Force Majeure. No default, delay or failure to perform on the part of the

Provider or University shall be considered a default, delay or failure to perform otherwise

chargeable hereunder is such default, delay or failure to perform is due to causes beyond

either party's reasonable control including, but not limited to strikes, lockouts, inaction of

government authorities, epidemics, declared or undeclared wars, embargoes, fire,

earthquakes, acts of God and default of common carrier.

**23.0** Gratuities. Pursuant to Section 112.313(2), F.S., Provider agrees that it

will not offer to give or give anything of value, including a gift, loan, reward, promise of

future employment, favor or service to any FAMU employee based upon any understanding

that the official action or judgment of the employee would be influenced thereby. Provider

will ensure that its subcontractors comply with these rules.

24.0 Equal Opportunity Clause. Florida A&M University is an Equal

Opportunity Employer including minorities, women, veterans and individuals with

disabilities. This contractor and subcontractor shall abide by the requirements of 41

CFR 60-1.4(a), 60-300.S(a) and 60-741.S(a). These regulations prohibit discrimination

against qualified individuals based on their status as protected veterans or

individuals with disabilities and prohibit discrimination against all individuals based

Page 8 of 15

on their race, color, religion, sex, or national origin. Moreover, these regulations

require that covered prime contractors and subcontractors take affirmative action to

employ and advance in employment individuals without regard to race, color,

religion, sex, national origin, protected veteran status or disability.

25.0 Key Personnel. This Agreement requires the personal skills and experience

of the parties listed in this Agreement, and the team leaders for the Services. The

individuals performing the Services are central to the Services. Any change in personnel

providing the Services shall be subject to FAMU's approval, at its sole discretion; however,

FAMU's approval shall not be unreasonably delayed, conditioned or withheld if the need for

the change is beyond Provider's reasonable ability to anticipate or control (e.g., the team

leader or a team member leaves the employ of Provider or is incapacitated).

26.0 Entire Agreement; Modification. This Agreement (and its attachments, if

any) constitutes the entire understanding between the Parties with respect to the subject

matter hereof and may be amended except by an agreement signed by Provider and an

authorized representative of University.

This Agreement may be simultaneously executed in several identical counterparts, each of

which shall be an original and all of which shall constitute one and the same instrument.

IN WITNESS WHEREOF the authorized representatives of the parties have

executed this Agreement.

FLORIDA A&M UNIVERSITY

LEON COUNTY RESEARCH AND

**DEVELOPMENT AUTHORITY** 

Stephany Fall

Director, Office of Procurement Services

David B. Ramsay

Chair

Page 9 of 15

Leon County R&D Authority Board of Governors Meeting, June 7, 2018

Page 130 of 158

### ATTACHMENT A

### SCOPE OF SERVICES

## **SBIR/STTR Program Development**

Purpose: The purpose of this agreement between the Florida A&M University (FAMU) and the Leon County Research and Development Authority (LCRDA or Innovation Park) is to provide funding under the FAMU REACH project funded by the U.S. Department of Commerce - Economic Development Administration's Regional Innovation Strategies initiative. Innovation Park will develop and operate a comprehensive Small Business Innovation Research / Small Business Technology Transfer (SBIR/STTR) training program in order to educate scientist, engineers, and other technologists on the primary funding source of R&D for early stage innovative research. This funding will be matched on an equivalent basis by LCRDA with internal resources utilized for program development and deployment. The SBIR/STTR programs assist small and start-up businesses by providing funds to support proof of concept and prototype development, with the goal of moving successful technologies into the commercial market. The expansion of regional participating in and securing SBIR/STTR will help increase technology commercialization and startup formation. Innovation Park will work with the FAMU and FSU technology transfer offices, the FAMU-FSU College of Engineering and other regional partners in developing and implementing the program.

**Background:** In 2017, Florida ranked 13<sup>th</sup> of all states in the number of firms participating in the SBIR/STTR program (only 119 project awards). Florida also ranked 14<sup>th</sup> in the total amount of funds awarded at approximately \$48M, according to *The Florida Council of 100* report dated January 2018. Florida is the 3<sup>rd</sup> largest state in the union, yet it is behind CA, MA, VA, MD, NY, PA, CO, TX, OH, NJ and other states in this important metric.

### Florida Summary (statewide data)

**Total** SBIR/STTR awards (1983-2017) = 4,024 projects representing \$1,136,800,000 in funding:

Phase $I = 2,859 (\$282.5M)$	Phase II = $1,165$ (\$854.3M)
<b>2017</b> - Phase I projects = $85 (\$14.4M)$	Phase II projects = $34 (\$33.4M)$
Total = 119  projects (\$47.8M)	
<b>2016</b> - Phase I projects = $101 (\$14.7M)$	Phase II projects = $44 (\$36.7M)$
Total = 145  projects (\$51.4M)	
<b>2015</b> - Phase I projects = $95 (\$14.4M)$	Phase II projects = $48 (\$46.6M)$
Total = 143  projects (\$61.0M)	
<b>2014</b> - Phase I projects = $95 (\$14.0M)$	Phase II projects = $44 (\$41.2M)$
Total = 139  projects (\$55.2M)	
<b>2013</b> - Phase I projects = $82 (\$12.3M)$	Phase II projects = $51$ (\$50.0M)
Total = $133$ projects ( $$62.3$ M)	

As evidence by the summary above, Florida averaged 135.8 projects awarded each year for the past five years, although 2017 was an off year yielding only 119 projects. This represents approximately \$55,500,000 coming into Florida for research purposes on an annual basis (under the SBIR/STTR program). The state of Florida in general can do better, while the Tallahassee region in particular should strive to substantially improve the amount of SBIR/STTR applications *and* the number of awards won.

Tallahassee assets include two top-tier universities, a progressive community college and a national research laboratory, which represents a material research advantage for the region. This proposal is designed to increase the win percentage of SBIR/STTR submissions. Awards are based on several variables including NAICS codes, technical merit, future market potential, and other qualifying factors. The new program being proposed will cover these points in detail to provide applicants a greater chance of success in the award selection process.

The initial program will be developed to best prepare for the competitive Phase I SBIR/STTRs, which is the feasibility or proof-of-concept portion of the proposed innovation. Experts with over 15 years of experience will train attendees of the program. These individuals have successfully supported over 1000 applicants in proposal development. Because there are eleven agencies that offer SBIRs; five of which offer STTRs, choosing the right agency to summit to is just the beginning. You must also select the correct directorate within the agency, identify the amount of award, learn the budgeting process, understand DCAA compliance, and become familiar with many other requirements. Choosing the right partner(s) and research institution(s) is also central to increasing the chance of winning an award, as top-tier allies significantly improve proposals.

Offered will be sessions covering the difference between grant and contract funding vehicles and their associated requirements. All classified work is done under a contractual basis; therefore, this becomes extremely important to appreciate this obligation when bidding on classified solicitations. Proposal development will also be covered such as; number of pages, sections to include, understanding evaluation criteria, and rules about interacting with topic authors (also known as Technical POCs or Contracting Officers), plus ITAR regulations and DCAA compliance.

### **Scope of Work Narrative**

Two seminars will be conducted each year.

- The first year will be dedicated to building the comprehensive program and then offering two SBIR/STTR basic courses.
- Years two and three are where more detailed proposal development will be covered. Pre- and post-submission reviews will be offered to strengthen future proposals for regional researchers. Mentors that have won a SBIR or STTR will be matched with new applicants to coach them through the process.

A second course for Advanced SBIR/STTR will be introduced in Year 2.

Accounting, Finance and DCAA Audit compliance

- Phase II award proposal development
- Mentor-matching for new applicants
- Terminology and concepts will be explained
- Attendees will see how to develop their indirect rate (F&A or overhead)
- Cost proposal formats for a variety of SBIR/ STTR agencies will be explained
- Advice for an SBIR/STTR recipient being audited
- The federal government does not take, or share in, any rights to intellectual property (IP)
- Inventors retain all IP rights (inventors may be individuals and/or research institutions)

The goal of creating this program is to educate researchers so that they can increase the amount of won SBIR/STTR awards for the region, while elevating Florida's ranking on projects won and dollar amounts brought into the state. Special emphasis will be placed on attracting economically and/or socially disadvantaged individuals to the training. Training will include the various databases that companies and/or the Principal Investigator (PI) need to register with such as; D&B, SAM, SBA Company Registration, plus all agency specific requirements will be taught. Creating a schedule and week by week proposal development is laid out on a calendar template. How to develop or assemble a winning team is also discussed.

### SCHEDULE OF ACTIVITIES AND DELIVERABLES

Task	Date	Activity	Deliverable	Payment
2018				
1.1	Q2	Develop a comprehensive SBIR/STTR training program	Activity Report	\$10,000
1.2	Q3	Conduct First SBIR/STTR workshop (SBIR/STTR Basics)	Activity Report	\$3,000
1.3	Q4	Conduct Second SBIR/STTR workshop (SBIR/STTR Basics)	Activity Report	\$3,000
1.3	Q4	Year-end Report	Year End Report	\$1,000
		2019		
2.1	Q1	Mentor Matching; 6 Mentors engaged by SBIR/STTR Program	Activity Report	\$8,000
2.2	Q1	Conduct Advanced SBIR/STTR workshops	Activity Report	\$3,000
2.3	Q4	Conduct Basic SBIR/STTR workshop	Activity Report	\$3,000
2.4	Q4	Year-end Report to FAMU	Year End Report	\$1,000
2020				
3.1	Q1	6 New Mentors engaged by the Program	Activity Report	\$6,000
3.2	Q2	Conduct Advanced SBIR/STTR workshops	Activity Report	\$3,000
	Q3	Conduct Basic SBIR/STTR workshop	Activity Report	\$3,000
3.3	Q3	Final Project Report and Year-end Report to FAMU	Project Final and Year End Report	\$1,000

## **Expected outcomes:**

It is anticipated that there will be 12 participants attending each workshop twice per year, or 24 attendees annually (up to a maximum of 40 so as to keep the training personal and specific to each applicant). Of these participants, six are expected to submit SBIR/STTR proposals, and three should be awarded in the first year. This number should increase as the program refines its offerings and the number of participants grows.

Years two and three should show greater results, with a significant increase of won awards. A secondary outcome would be the increase in the amount of dollars into the Tallahassee region and the total number of grants coming into the state of Florida overall. Once the mentor program is initiated, it should grow to include up to 25 well qualified mentors assisting numerous potential SBIR/STTR researchers. This group will eventually be available to those throughout the state that are looking for this kind of specialized assistance.

**Project Participants and Outcomes** 

<b>Activity Dates</b>	Activity	Outcome	
	2018		
Q3 / Q4	Clients at two SBIR/STTR workshops (SBIR/STTR Basics)	24	
Q2 - Q4	Submitted SBIR/STTR proposals	6	
Q2 - Q4	Awarded SBIR/STTR grants	3	
	2019		
Q1 / Q4	Clients at two SBIR/STTR workshops (Basics and Advanced)	36	
Q1 - Q4	Submitted SBIR/STTR proposals	10	
Q1 - Q4	Awarded SBIR/STTR grants	5	
Q1 - Q4	Mentors attracted to the program	6	
	Year 3		
Q2 / Q3	Clients at two SBIR/STTR workshops (Basics and Advanced)	40	
Q1 – Q3	Submitted SBIR/STTR proposals	12	
Q1 – Q3	Awarded SBIR/STTR grants	6	
Q1 – Q3	New mentors attracted to the program	6	

**Project Reporting:** LCRDA will submit proposed project report formats to be utilized during this project to FAMU for approval. Reports will include but are not limited to documenting the identified elements.

### **Activity Reports:**

- Narrative describing activity objective and associated tasks that were accomplished,
- Number of hours and other in-kind resources committed to the project (LCRDA hours & total hours) reflecting LCRDA contribution equivalent to funding for each task,
- Resources developed or engaged,
- Description of outcomes in terms of number of clients served,
- Listing of participants / teams, their technologies, and their next steps for their projects,
- Lessons learned and recommendations.

## **Year End Report**

- Narrative summarizing the year's participants and awards applied for and won
- Number of hours and other in-kind resources committed to the project (LCRDA hours & total hours) reflecting LCRDA contribution equivalent to funding for each task.
- Table showing the number of:
  - o Participants served
    - Demographic details
    - Industries represented
  - o Proposals submitted
    - Phase I
    - Phase II
  - Awards granted
    - Phase I
    - Phase II
  - o Dollars brought in
    - Phase I amount
    - Phase II amount
    - Total amount
  - o Mentoring hours (total)
  - Additional jobs created (post-award)
- Evaluation of the Program
- Conclusion

This Partial Release of Lease was prepared by: Jay Sircy Bureau of Public Land Administration Division of State Lands Department of Environmental Protection, MS 130 3900 Commonwealth Boulevard, Tallahassee, Florida 32399-3000 AID# 37644

PROL1 [ 23.436 acres, +/-]

## BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA

### PARTIAL RELEASE OF LEASE NO. 3131

## STATE OF FLORIDA COUNTY OF LEON

The undersigned lessee on the	day of	, 2018, do(es)	hereby quitclaim, rel	lease and surrende
unto lessor all right, title and int	erest in and to the lea	sehold estate of the la	ands described in Ex	hibit "A" attached
hereto, which are a portion of the	e lands leased under L	ease Agreement No. 2	2736 dated February	18, 1974, between
the BOARD OF TRUSTEES (	OF THE INTERNAL	IMPROVEMENT T	TRUST FUND OF	THE STATE OF
FLORIDA, as LESSOR, and LE	ON COUNTY RESE	ARCH AND DEVEL	OPMENT AUTHO	RTY, as LESSEE
effective the day of	, 20 .			

This space is intentionally left blank with signature page to follow.

WITNESSES:	BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA
Original Signature	
	(SEAL)
Print/Type Name of Witness	BY: Cheryl C. McCall, Chief, Bureau of Public Land Administration, Division of State Lands, State of Florida Department of Environmental Protection, as agent for and on behalf of the Board of Trustees
Original Signature	of the Internal Improvement Trust Fund of the State of Florida
Print/Type Name of Witness	"LESSOR"
The foregoing instrument was acknowledged  20, by Cheryl C. McCall, Chief, Bureau of Public  Department of Environmental Protection, as agent for a  Improvement Trust Fund of the State of Florida. She is	Land Administration, Division of State Lands, State of Florida and on behalf of the Board of Trustees of the Internal
Approved subject to proper execution:  03-06-2018  DEP Attorney  Date	Notary Public, State of Florida
	Printed, Typed or Stamped Name
	My Commission Expires:
	Commission/Serial No.:

## LEON COUNTY RESEARCH AND DEVELOPMENT AUTHORITY

	By:	(SEAL)		
Witness	David Rams	David Ramsay, Chair		
Print/Type Witness Name				
Witness				
Print/Type Witness Name		"LESSEE"		
STATE OF FLORIDA COUNTY OF LEON				
The foregoing instrument was a David Ramsay, as Chair of the Leon Co or has produced	unty Research and Developme			
	Notary Public, S	tate of Florida		
	Print/Type Nota	ry Name		
	Commission Nu	mber:		
	Commission Ex	pires:		

Attachment K Page 4 of 9

Lands in Leon County, Florida:

Commence at an old concrete monument marking the Southwest corner of the East half of the Northwest quarter of Section 3, Township-1-South, Range-1-West, Leon County, Florida and thence run South 89 degrees 59 minutes 41 seconds West along the South boundary of the Northwest quarter of said Section 3, a distance of 1319.87 feet to an old terra cotta monument marking the Southwest corner of the Southwest quarter of the Northwest quarter of said Section 3, Thence run South 89 degrees 59 minutes 41 seconds West 434.95 feet to a concrete monument on the West side of a ditch. Thence run Southerly along the West side of said ditch as follows: South 01 degrees 29 minutes 20 seconds East 397.40 feet, South 10 degrees 13 minutes 03 seconds East 221.38 feet, South 27 degrees 41 minutes 18 seconds East 407.50 feet, South 00 degrees 56 minutes 36 seconds East 203.45 feet, South 01 degrees 10 minutes 11 seconds West 399.58 feet, South 10 degrees 56 minutes 35 seconds West 173.77 feet, South 15 degrees 45 minutes 28 seconds West 240.68 feet to a concrete monument on the Southerly boundary of a powerline easement, recorded in Deed Book 30, Page 262 of the Public Records of Leon County, Florida, thence run North 88 degrees 54 minutes 57 seconds Fast along said Southerly boundary of a powerrun North 88 degrees 54 minutes 57 seconds East along said Southerly boundary of a power-line easement 1350.00 feet. Thence run North 01 degrees 05 minutes 03 seconds West 575.00 feet to the Northerly right-of-way boundary of a 80.00 foot roadway easement;

Thence along said right-of-way as follows:

North 82 degrees 54 minutes 50 seconds East 100.00 feet to a point of curve to the right; Thence along said curve with a radius of 1883.15 feet through a central angle of 12 degrees 12 minutes 36 seconds for an arc distance of 401.31 feet (the chord of said arc being North 88 degrees 58 minutes 52 seconds East 400.55 feet) to a point of compound curve for the POINT OF BEGINNING.

of compound curve for the POINT OF BEGINNING.

From said POINT OF BEGINNING continue thence along said right-of-way and said compound curve with a radius of 799.58 feet through a central angle of 14 degrees 59 minutes 59 seconds for an arc distance of 209.33 feet (the chord of said arc being South 77 degrees 22 minutes 34 seconds East 208.73 feet; Thence South 69 degrees 52 minutes 34 seconds East 99.94 feet to a point of curve to the left; Thence along said curve with a radius of 344.43 feet through a central angle of 89 degrees 27 minutes 36 seconds for an arc distance of 537.78 feet (the chord of said arc being North 65 degrees 23 minutes 38 seconds East 484.80 feet; Thence North 20 degrees 39 minutes 50 seconds East 124.66 feet to a point of curve to the right; Thence along said curve with a radius of 890.00 feet through a central angle of 21 degrees 00 minutes 00 seconds for an arc distance of 326.20 feet (the chord of said arc being North 31 degrees 09 minutes 50 seconds East 324.38 feet); Thence North 41 degrees 39 minutes 50 seconds East 149.99 feet to a point of curve to the left; Thence along said curve with a radius of 260.00 feet through a central angle of 78 degrees 00 minutes 02 seconds for an arc distance of 353.96 feet (the chord of said arc being North 02 degrees 39 minutes 50 seconds East 327.25 feet); Thence North 36 degrees 20 minutes 10 seconds West 200.00 feet; Thence leaving said right-of-way and run South 41 degrees 56 minutes 21 seconds West 901.79 leaving said right-of-way and run South 41 degrees 56 minutes 21 seconds West 901.79 feet; Thence North 43 degrees-30 minutes 16 seconds West 164.08 feet; Thence South 88 degrees 54 minutes 57 seconds West 370.00 feet; Thence South 01 degrees 05 minutes 03 seconds East 150.00 feet; Thence North 88 degrees 54 minutes 57 seconds East 140.00 Thence South 01 degrees 05 minutes 03 seconds East 426.20 feet to the POINT OF feet: BEGINNING.

Containing 16.736 acres more or less.

Also being known as Lots 4A, 5A, 6A, 7A, and 8A of INNOVATION PARK TALLAHASSEE, according to Preliminary Plat thereof prepared by Post Buckley Schuh & Jernigan dated January 15, 1987, last revised March 12, 1991.

EXHIBIT "A"

Amendment Number 46 to Lease No. 2736

Page 4 of 8 Partial Release of Lease No. 3131

#### Exhibit A

Attachment K Page 5 of 9

## NOBLES, VARNUM & ASSOCIATES, INC.

ENGINEERING & LAND SURVEYING . FLORIDA & GEORGIA

3559 TIMBERLANE SCHOOL ROAD TALLAHASSEE, FLORIDA 32312 (904) 668-3211

March 4, 1991 NVA Job No. 2347

#### INNOVATION PARK LOT 9 'A' (REVISED)

Commence at an old concrete monument marking the Southwest corner of the East Half of the Northwest Quarter of Section 3, Township 1 South, Range 1 West, Leon County, Florida and thence run South 89 degrees 59 minutes 41 seconds West along the South boundary of the Northwest Quarter of said Section 2 2 distance of Northwest Quarter of said Section 3, a distance of 1319.87 feet to an old terra cotta monument marking the Southwest corner of the Southwest Quarter of the Northwest Quarter of said Section 3, thence run South 89 degrees 59 minutes 41 seconds West, 434.95 feet to a concrete monument on the West side of a ditch, thence run Southerly along the West side of said ditch as follows: South 01 degrees 29 minutes 20 seconds East, 397.40 feet, South 10 degrees 13 minutes 03 seconds East, 221.38 feet, South 27 degrees 41 minutes 18 seconds East, 407.50 feet, South 00 degrees 56 minutes 36 seconds East, 203.45 feet, South 01 degrees 10 minutes 11 seconds West, 399.58 feet, South 10 degrees 56 minutes 35 seconds West, 173.77 feet, South 10 degrees 56 minutes 35 seconds West, 173.77 feet, South 15 degrees 45 minutes 28 seconds West, 240.68 feet to a concrete monument on the Southerly boundary of a powerline easement, recorded in Deed Book 30, Page 262 of the Public Records of Leon County, Florida, thence run North 88 degrees 54 minutes 57, seconds East along said Southerly boundary of a powerline easement 52.14 feet to a point on a curve concave to the Southeasterly for the thence run Northeasterly along said curve with a radius of 488.73 feet, through a central angle of 10 degrees 46 minutes 59 seconds for an arc distance of 91.98 feet, the chord of said arc being North 23 degrees 42 minutes 47 seconds East, 91.84 feet, thence run North 29 degrees 06 minutes 17 seconds East, 100.0 feet to a point of curve to the left, thence run Northeasterly along said curve with a radius of 322.0 feet, through a central angle of 32 degrees 30 minutes for an arc distance of 182.65 feet, the chord of said arc being North 12 degrees 51 minutes 17 seconds East, 180.20 feet, thence run North 03 degrees 23 minutes 43 seconds West, 86.0 feet to a point of curve to the right, thence run Northeasterly along said curve with a radius of 402.0 feet, through a central angle of 99 degrees 30 minutes for an arc distance of 698.11 feet, the chord of said arc being North 46 degrees 21 minutes 17 seconds East, 442.67 feet, thence run South 83 degrees 53 minutes 43 seconds East, 50.30 feet to a point of curve to the left, thence run Northeasterly along said

Exhibit A Page 4 of 7 pages Amendment 50 to Lease 2736

curve with a radius of 310.0 feet, through a central angle of 66 degrees 09 minutes 46 seconds for an arc distance of 357.98 feet, the chord of said arc being North 63 degrees 01 minutes 24 seconds East, 338.41 feet, thence run North 29 degrees 56 minutes 31 seconds East, 164.96 feet to a point of curve to the right, thence run Northeasterly along said curve with a radius of 313.49 feet, through a central angle of 36 degrees 58 minutes 19 seconds for an arc distance of 202.29 feet, the chord of said arc being North 48 degrees 25 minutes 41 seconds East, 198.79 feet, thence run North 66 degrees 54 minutes 50 seconds East, 158.24 feet to a point of curve to the left, thence run Northeasterly along said curve with a radius of 214.11 feet, through a central angle of 61 degrees 06 minutes 24 seconds for an arc distance of 228.35 feet, the chord of said arc being North 36 degrees 21 minutes 38 seconds East, 217.68 feet, thence South 84 degrees 11 minutes 35 seconds East, 80.0 feet to a point on the Easterly right of way of West Paul Dirac Drive, thence North 05 degrees 48 minutes 25 seconds east along said right of way 191.68 feet to a point of curve to the right thence along said curve with a radius of 356.38 feet through a central angle of 76 degrees 06 minutes 22 seconds for an arc length of 473.38 feet (chord of 439.34 feet bears North 43 degrees 51 minutes 38 seconds East), thence North 81 degrees 54 minutes 49 seconds East, 100.0 feet to a point of curve to the left thence along said curve with a radius of 475.0 feet through a central angle of 17 degrees 00 minutes 02 seconds for an arc length of 140.94 feet (chord of 140.42 feet bears North 73 degrees 140.94 feet (chord of 140.42 feet bears North 73 degrees 24 minutes 50 seconds East), thence North 64 degrees 54 minutes 49 seconds East, 200.0 feet to a point of curve to the right, thence along said curve with a radius of 395.0 feet through a central angle of 60 degrees 23 minutes 44 seconds for an arc length of 416.37 feet (chord of 397.36 feet bears South 84 degrees 53 minutes 21 seconds East) to the POINT OF BEGINNING. From said POINT OF BEGINNING continue along said curve with a radius of 395.0 feet through a central angle of 18 degrees 21 minutes 18 seconds for an arc length of 126.54 feet (chord of 126.0 feet bears South 45 degrees 30 minutes 50 seconds East), thence South 36 degrees 20 minutes 11 seconds East, 201.80 feet, thence leaving said right of way run South 41 degrees 56 minutes 20 seconds West, 583.0 feet, thence North 28 degrees 03 minutes 40 seconds West, 155.0 feet, thence North 24 degrees 47 seconds West, 155.0 feet, thence North 24 degrees 47 minutes 59 seconds East, 603.39 feet to the POINT OF BEGINNING.

The above described property being subject to drainage and utility easements.

BSM APPROVED Date 5/7/08

Exhibit A
Page 5 of 7 pages
Amendment 50 to Lease 2736

## NOBLES, VARNUM & ASSOCIATES, INC.

ENGINEERING & LAND SURVEYING . FLORIDA & GEORGIA

3559 TIMBERLANE SCHOOL ROAD TALLAHASSEE, FLORIDA 32312 (904) 668-3211

March 4, 1991 NVA Job No. 2347

#### INNOVATION PARK LOT 10 'A' (REVISED)

Commence at an old concrete monument marking the Southwest corner of the East Half of the Northwest Quarter of Section 3, Township 1 South, Range 1 West, Leon County, Florida and thence run South 89 degrees 59 minutes 41 seconds West along the South boundary of the Northwest Quarter of said Section 3, a distance of 1319.87 feet to an old terra cotta monument marking the Southwest corner of the Southwest Quarter of the Northwest Quarter of said Section 3, thence run South 89 degrees 59 minutes 41 seconds West, 434.95 feet to a concrete monument on the West side of a ditch, thence run Southerly along the West side of said ditch as follows: South 01 degrees 29 minutes 20 seconds East, 397.40 feet, South 10 degrees 13 minutes 03 seconds East, 221.38 feet, South 27 degrees 41 minutes 18 seconds East, 407.50 feet, South 00 degrees 56 minutes 36 seconds East, 203.45 feet, South 01 degrees 10 minutes 11 seconds West, 399.58 feet, South 10 degrees 56 minutes 35 seconds West, 173.77 feet, South 15 degrees 36 minutes 35 seconds West, 173.77 feet, South 15 degrees 45 minutes 28 seconds West, 240.68 feet to a concrete monument on the Southerly boundary of a powerline easement, recorded in Deed Book 30, Page 262 of the Public Records of Leon County, Florida, thence run North 88 degrees 54 minutes 57 seconds East along said Southerly boundary of a powerline concept 52 14.65 southerly boundary of a powerline easement 52.14 feet to a point on a curve concave to the Southeasterly, thence run Northeasterly along said curve with a radius of 488.73 feet, through a central angle of 10 degrees 46 minutes 59 seconds for an arc distance of 91.98 feet, the minutes 59 seconds for an arc distance of 91.98 reet, the chord of said arc being North 23 degrees 42 minutes 47 seconds East, 91.84 feet, thence run North 29 degrees 06 minutes 17 seconds East, 100.0 feet to a point of curve to the left, thence run Northeasterly along said curve with a radius of 322.0 feet, through a central angle of 32 degrees 30 minutes for an arc distance of 182.65 feet, the chord of said arc being North 12 degrees 51 minutes 17 seconds East. 180.20 feet, thence run North 03 degrees 17 seconds East, 180.20 feet, thence run North 03 degrees 23 minutes 43 seconds West, 86.0 feet to a point of curve to the right, thence run Northeasterly along said curve with a radius of 402.0 feet, through a central angle of 99 degrees 30 minutes for an arc distance of 698.11 feet, the chord of said arc being North 46 degrees 21 minutes 17 seconds East, 442.67 feet, thence run South 83 degrees 53 minutes 43 seconds East, 50.30 feet to a point of

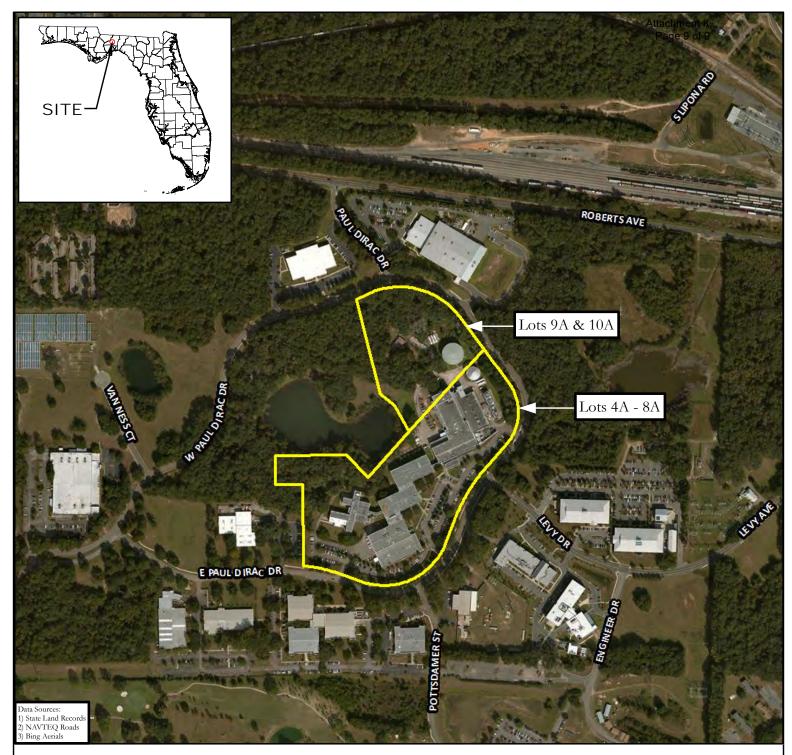
Exhibit A Page 6 of 7 pages Amendment 50 to Lease 2736

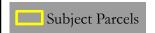
curve to the left, thence run Northeasterly along said curve with a radius of 310.0 feet, through a central angle of 66 degrees 09 minutes 46 seconds for an arc distance of 357.98 feet, the chord of said arc being North 63 degrees 01 minutes 24 seconds East, 338.41 feet, thence run North 29 degrees 56 minutes 31 seconds East, 164.96 feet to a point of curve to the right, thence run Northeasterly along said curve with a radius of 313.49 feet, through a central angle of 36 degrees 58 minutes 19 seconds for an arc distance of 202.29 feet, the chord of said arc being North 48 degrees 25 minutes 41 seconds East, 198.79 feet, thence run North 66 degrees 54 minutes 50 seconds East, 158.24 feet to a point of curve to the left, thence run Northeasterly along said curve with a radius of 214.11 feet, through a central angle of 61 degrees 06 minutes 24 seconds for an arc distance of 228.35 feet, the chord of said arc being North 36 degrees 21 minutes 38 seconds East, 217.68 feet, thence South 84 degrees 11 minutes 35 seconds East, 80.0 feet to a point on the Easterly right of way of West Paul Dirac Drive, thence North 05 degrees 48 minutes 25 seconds East, 191.68 feet to a point of curve to the right, thence along said curve with a radius of 356.38 feet through a central angle of 76 degrees 06 minutes 22 seconds for an arc length of 473.38 feet (chord of 439.34 feet bears North 43 degrees 51 minutes 38 seconds East), thence North 81 degrees 54 minutes 49 seconds East, 100.0 feet to a point of curve to the left thence along said curve with a radius of 475.0 feet through a central angle of 17 degrees 00 minutes 02 seconds for an arc length of 140.94 feet (chord of 140.42 feet bears North 73 degrees 24 minutes 50 seconds East), thence North 64 degrees 54 minutes 49 seconds East, 135.0 feet to the POINT OF BEGINNING. From said POINT OF BEGINNING continue North 64 degrees 54 minutes 49 seconds East along said right of way 65.0 feet to a point of curve to the right, thence along said curve with a radius of 395.0 feet through a central angle of 60 degrees 23 minutes 44 seconds for an arc length of 416.37 feet (chord of 397.36 feet bears South 84 degrees 53 minutes 21 seconds East), thence leaving said right of way run South 24 degrees 47 minutes 59 seconds West 603.39 feet thence North 51 degrees 06 59 seconds West, 603.39 feet, thence North 51 degrees 06 minutes 57 seconds West, 97.62 feet, thence North 14 degrees 15 minutes 11 seconds West, 510.0 feet to the POINT OF BEGINNING.

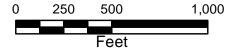
The above described property being subject to a utility easement.

BSM APPROVED Date 5 1 08

Exhibit A Page 7 of 7 pages Amendment 50 to Lease 2736 THIS PAGE AND ANY FOLLOWING PAGES ARE ATTACHED ONLY FOR STATE OF FLORIDA TRACKING PURPOSES AND FORM NO PART OF THE INSTRUMENT AND ARE NOT TO BE RELIED ON BY ANY PARTY.











# Lease 3131 - Partial Release

Leon County, Florida

Leon County R&D Authority Board of Governors Meeting, June 7, 2018

Page 145 of 158

## Director of Entrepreneurship Report

- Held SBIR/STTR seminar with FSUs Office of Commercialization
  - o 14 participants
  - o Well received
- Looking to hold another SBIR/STTR seminar for FAMU
- Finalizing REACH grant with FAMU (with legal council for approval)
- NSF I-Corps training June 4<sup>th</sup>
  - o 11 teams interested
  - o Program to be held at CAPS
  - o Eligible for NSF \$50,000 grant
- Finishing up FAST grant
  - o \$125,000 per year
  - o Only one application from each state (need Governor's signature)
  - o 50% completed
- Gathering mentors for virtual incubator to launch this fall
- Planning EEP fall class
  - Choosing dates
  - o Securing speakers
  - o Inserting training component
- Planning SBIR/STTR "speed dating" event
  - o Match-making for scientist and engineers to meet small business partners
- New incubator development
  - o Getting renderings done by architect
  - o Formulating a 501(c)(3) corporation
  - o Created an equipment and machinery list
  - o Working on a schematic for the layout of the facility
  - o Speaking with EDA representative weekly
  - o Creating a PowerPoint presentation for an "ask" to universities

1980	Malcolm Johnson*	
1981	Malcolm Johnson*	
1982	Malcolm Johnson*	
1983	Malcolm Johnson*	
1984	Van Jones	
1985	Van Jones	
1986	Frank Shaw*	
1987	Van Jones, Lee Vause	
1988	Lee Vause	
1989	Lee Vause	
1990	Lee Vause	
1991	Lee Vause	
1992	Lee Vause	
1993	Robert M Johnson*	
1994	Robert M Johnson*	
1995	Robert M Johnson*	
1996	Robert M Johnson*, Manny Joanos	
1997	Manny Joanos	
1998	Manny Joanos	
1999	Manny Joanos	
2000	Manny Joanos, Bruce Host	
2001	Bruce Host	
2002	Bruce Host	
2003	Sylvia Jordan	
2004	Ray Eaton	
2005	Ray Eaton	
2006	Tom Barron	
2007	Tom Barron	
2008	Tom Barron	
2009	Tom Barron	
2010	Tom Barron, Phil Blank	
2011	Phil Blank, Ray Eaton	
2012	Ray Eaton, Kristin Dozier	
2013	Kristin Dozier	
2014	Kristin Dozier	
2015	Kristin Dozier, Anne Longman	
2016	Anne Longman	
2017	Anne Longman, Dave Ramsay	
2018	Dave Ramsay	

\*Deceased

# Leon County R&D Authority Board Member Terms June 7, 2018

#### **County Appointments**

#### Terms expiring 9/30/2018:

- Anne Longman
- David Ramsay
- Paul Dean

#### Terms expiring 9/30/2020:

- Kim Dixon, resigned effective 8/31/2018
- Kim Williams
- April Salter

#### Continuing term:

Kristin Dozier, Leon County Board of County Commissioners, Term ends 12/01/2018
 or when no longer Commission member, whichever date occurs first

#### **Higher Ed Appointments**

The presidents of each college/university serve as members or appoint a designee and an alternate designee.

#### Designees:

- Kimberly Moore, Tallahassee Community College
- Shawnta Friday-Stroud, Florida A&M University
- Eric Holmes, Florida State University

#### Alternate designees:

- Rick Frazier, Tallahassee Community College
- Keith Bowers, Florida A&M University
- Ross Ellington, Florida State University

#### City Appointment

The mayor of Tallahassee serves as a member or appoints a designee. Current designee is:

Dustin Daniels

## **Director of Programs and Communications Report-BOG 6.7.18**

#### **TechGrant**

- -TechGrant Pitch Night took place on May 16
- -Attendance was around 100. \*Suspect the rain was the factor
- -Raised \$11,000 this year
- -DiaTech Diabetic Technologies Inc. won 1st place and NeuroJungle won 2nd place
- -Media coverage included: WTXL who did a story, additional updates and had a presence at the event; Tallahassee Democrat did a story on the winners, as did WFSU

#### **EEP**

Wrote YourTurn for Kim Williams, which was published on May 4<sup>th</sup>

#### E-Club

- -Next event is scheduled for June 18<sup>th</sup> at Grasslands Brewery from 6-8pm
- -Event will be celebrating Larry's contributions and retirement from the program
- -Invited all EEP Alums and EEP instructors

#### **Other Program Support**

- -Assisted with the marketing of the NSF I-Corps program being held in Innovation Park starting on June 4.
- -Assisted Michael Tentnowski on STTR/SBIR event for FSU Researchers.

#### Social Media/ SEO

-Continuing with the creation of month social media calendars. Posts are being scheduled for Facebook/Twitter, and weekly posting on Instagram and Linkedin.

Social Media Stats (changes since April meeting): Facebook- 217 (+16), Twitter- 413 (+4), Instagram- 220 (+7), Linkedin- 25 (+6)

#### Other

- -To help the Board stay more in the loop regarding what is happening in Innovation Park, I will begin creating a short newsletter that will be dispersed to the Board on the month we don't meet. The newsletter will include information about upcoming events and what the Innovation Park staff is working on.
- -Continuing with monthly park newsletters

# NAI Talcor Property Manager's Report to the Leon County R&D Authority Board of Governors 4/1/2018-5/30/2018

# Occupancy:

Building	Leasable Square Feet	Vacant Square Feet	% Vacant
Phipps	14,661	0	0%
Morgan	23,240	985	4%
Johnson	28,385	0	0%
Collins	24,900	22,974	92%
Knight	3,060	0	0%
Total	94,246	23,814	25%

# Non-Routine Repairs & Maintenance:

Building	Completed Since Last Report	In Process	Deferred/To Do
Phipps	Replaced 6 exterior lights	• None	<ul> <li>The irrigation system is not connected and has no backflow.</li> </ul>
Morgan	<ul> <li>Talcor maintenance has completed the punch list for FSU IT.</li> <li>Door closer needed for door to NWRDC.</li> <li>FSU IT move is complete.</li> <li>Added three door closers and adjusted three.</li> </ul>	<ul> <li>Touch up painting of the interior in various areas as needed.</li> <li>VAV box (Variable Air Volume) has been adjusted manually and it working at this time. Manager has acquired bids to disconnect the VAV boxes and install thermostats instead.</li> <li>Manager is waiting to see how the system preforms when temperatures rise.</li> </ul>	Common areas - Carpet cleaning. Cleaning of tile in bathrooms and the interior of entrance ways is scheduled to be completed when bathroom remodel takes place.
Johnson	<ul> <li>Repaired small cracks in concrete in NPS space.</li> <li>One recessed light located under the soffit at the rear loading dock for National Park Service is out and in need of a new ballast.</li> </ul>	• None	<ul> <li>Tile located in the lobby and bathrooms in need of deep cleaning.</li> <li>Missing up light on right side of Johnson building is missing. Management is in the process of finding a replacement.</li> </ul>

# NAI Talcor Property Manager's Report to the Leon County R&D Authority Board of Governors 4/1/2018-5/30/2018

	Completed Since Last		
Building	Report	In Process	Deferred/To Do
Collins	<ul> <li>Repair two pedestal lights</li> <li>Main line repaired. This required removal of a small section of concrete in walkway.</li> </ul>	<ul> <li>Maintenance continues to balance the HVAC in the building.</li> </ul>	<ul> <li>Pending renovation: ceiling tiles need replaced</li> <li>Replace compressor in HVAC unit 3</li> <li>One full HVAC complete system change out.</li> </ul>
Knight	Repaired womens toilet.	<ul> <li>Some exterior screens are not fitting properly screens must be made along with some type of weather stripping to create a better seal and one screen in need of replacement.</li> <li>5 light fixtures need replacement for the accent lighting in lobby area.</li> </ul>	<ul> <li>Back deck in need of repair.         Wood rot is visible and         deck needs paint.</li> <li>Exterior paint</li> <li>Carpet cleaning</li> <li>Interior paint of common         areas.</li> </ul>
Fuqua	• None	<ul> <li>Two up lights at the front entrance in the flower bed located at the entrance are not functioning.</li> <li>Painting interior of elevator.</li> </ul>	<ul> <li>The board has approved remodeling of the restrooms.</li> <li>Cracks in walk ways in need of being repaired.</li> <li>Irrigation repair to the flower beds in the atrium areas.</li> <li>Planting of flowers in flower beds to be planted once irrigation repairs have been completed in the spring.</li> </ul>
Common	<ul> <li>Entrance signs have been painted and new sign panels have been installed.</li> </ul>	<ul> <li>Maintenance continues to straighten and clean all signs.</li> <li>Some signs are being hit by trucks or busses causing them to lean, bending the metal sign posts.</li> </ul>	<ul> <li>Irrigation repairs around entrance monument signs.</li> <li>Plants and flowers around entrance monument signs.</li> </ul>

# NAI Talcor Property Manager's Report to the Leon County R&D Authority Board of Governors 4/1/2018-5/30/2018

#### Accounts Receivable Past Due as of Report Date (30+days):

Tenant	Invoice Date	Invoice Amount	Last Contact Date	Tenant Response/Date to be Paid/Comments
Florida State	4/1/18	13,914.95	4/25,5/21,5/29	New tenant, both invoices are in process.
University (FSU	5/1/18	13,914.95		
IT)				

# Tenant Issues Encountered, Status of Other Outstanding Issues, Contract Procurements, Projects, Accounting issues, etc.:

- 1. The contract for landscaping services was awarded to Heinz Nursery's.
- 2. HVAC drain line clogged in mechanical room 112. Water extraction and fans were needed. This was an afterhours emergency. The line was snaked and roots and dirt were found. A camera must be placed in the plumbing line to discover where the break is so that it can be repaired. This may be a costly repair depending on where the break is located. Camera is scheduled for 5/30/18.
- 3. There are several areas in the Johnson and Morgan building that have sections of HVAC ducts that are leaking. Management is getting pricing on removing old insulation, sealing air ducts, and wrapping with new insulation.

#### Management is working on the following projects:

- The Fuqua Center bathroom remodel is scheduled to begin on Management has acquired bids for the restroom remodel in the Fuqua Center is scheduled to begin on March 29th and will be completed on June 15<sup>th</sup>
- 2. Management has begun the process of obtaining bids for the remodel of the four restrooms in the Morgan building.

# Leon County Research and Development Authority Executive Director's Report to the Board of Governors June 7, 2018

1. We will be a leading creator of companies and jobs through innovation, collaboration, and commercialization.

	Objective	Completed (current items in bold)	To Do
a.	Create commercialization space in the Collins Building if not leased	<ul> <li>Jump Start/A&amp;E Study Completed</li> <li>Board approved \$1.8 million renovation</li> <li>Worked with prospect on tenant improvement plans/decided not to proceed</li> <li>Reviewed procurement statutes with counsel</li> <li>Drafted RFQ—needs specs</li> <li>Worked with prospect to draft specs for Phase I (lab) improvements</li> <li>Met with Talcor/contractor to get Phase I bids</li> </ul>	<ul> <li>Plan B: Labs/Offices/Shell and Core</li> <li>Working with 1 confidential prospect for 8000 sf         <ul> <li>Get Phase I bids</li> <li>Go/no go on critical path</li> <li>Lease commitment</li> </ul> </li> <li>RFQ after prospect plans solidified (3 weeks) prep for alternative specs in RFQ</li> </ul>
b.	Create a business incubator/ accelerator in Innovation Park	<ul> <li>Hired/on-board Director of Entrepreneurship (DE)</li> <li>Introduction meetings with stakeholders</li> <li>OEV Incubator Study completed</li> <li>Communications with EDA regarding funding         <ul> <li>Submitted requested information to EDA</li> </ul> </li> <li>Working with counsel on creating 501(c)(3) organization creating documents</li> </ul>	<ul> <li>Finish 501(c)3 organization creation/ Application</li> <li>EDA funding/matching fundraising/pitch deck/setup meetings</li> <li>Concept (current/short/long-term)</li> <li>Action plan/timing</li> </ul>
C.	Develop business attraction capabilities for Innovation Park either through hiring, contracting, or partnering	<ul> <li>IA approved OEV marketing program manager and contract lead generator</li> <li>Magnetics Task Force—Michael participated in meeting</li> </ul>	<ul> <li>Working with OEV as part of its strategic plan</li> <li>Follow up after new OEV hire/RFP awarded</li> </ul>
d.	Develop partnership with airport for business attraction	<ul> <li>Met with Interim Airport Director (IAD) to discuss collaboration opportunities</li> <li>Placed Innovation Park marketing rack cards at Airport</li> <li>Provided Innovation Park brochure to IAD for use in its marketing efforts</li> </ul>	<ul> <li>Airport staff orientation meeting at IP</li> <li>ED behind the scenes tour of Airport</li> <li>Identify specific collaboration opportunities in marketing land</li> </ul>
e.	Develop cluster mapping	<ul> <li>OEV conducted cluster analysis/Targeted Industry Study</li> </ul>	

	Objective	Completed (current items in bold)	To Do
f.	Develop programs for startups	<ul> <li>Existing Tech Grant/Tech Topics</li> <li>Acquired Entrepreneurial Excellence program</li> <li>Started e-Club for EEP grads/grant winners</li> <li>Hired Director of Entrepreneurship</li> <li>Met with SBDC Director/LCRDA Board member to clarify small business service gaps/opportunities for LCRDA to fill</li> <li>DE developed programs:         <ul> <li>SBIR/STTR training</li> <li>I-Corp training</li> </ul> </li> <li>DE conducted FSU SBIR/STTR Training program</li> </ul>	<ul> <li>Working with FAMU on SBIR/STTR training funding contract</li> <li>Conduct FAMU SBIR/STTR Training</li> <li>DE Conduct first i-Corp training class</li> </ul>

2. Innovation Park will be an inviting place to live, work and play.

	Objective	Completed (current items in bold)	To Do
a.	Create mixed use development for grad student/post-doc housing and/or extended stay, retail, office, meeting and collaboration space, etc.	<ul> <li>Met with bank to review debt issue opportunities for future projects</li> <li>Thru intermediary identified private company specializing in these developments to explore concepts</li> </ul>	<ul> <li>Follow up with private company to explore ideas—intermediary contact is facilitating Will be explored in conjunction with incubator development</li> </ul>
b.	Establish walking trails throughout Innovation Park	<ul> <li>Contract with Leon County to manage the \$184,000, 0.6-mile crushed shell trail around the Central Pond (subject to Board ratification)</li> <li>Design/engineering contract awarded</li> <li>Researched easement issues</li> <li>Conducted meeting with FSU, MagLab, NWRDC, County, Engineer to consider issues impacting properties</li> </ul>	<ul> <li>Contractor to conduct surveys, and complete design, engineering and permits by November</li> <li>Construction bids complete in November</li> <li>Expected to take two months to complete</li> <li>Construction complete by 4/5/19</li> </ul>
C.	Improve signage throughout Innovation Park	<ul> <li>Grant applications (Florida Job Growth)</li> <li>Monument sign contracts awarded (paint and graphics)</li> <li>Entry monument signswork completed</li> </ul>	<ul> <li>Get quotes to paint and upgrade graphics on other entry signs</li> <li>Look for funding opportunities for upgrades to remaining signage</li> </ul>
d.	Explore alternative uses for Knight Administrative Building	Concept developed for relocation to Collins and creation of a food option at Knight	<ul> <li>Move Knight offices to Collins when completed</li> <li>Food option RFL/RFP later in 2018 rity</li> <li>Board of Governors Meeting, June 7, 2018</li> </ul>

	Objective	Completed (current items in bold)	To Do
e.	Make land and building development process easier to access and understand	<ul> <li>Created site plan review checklist for DRC</li> <li>OEV applied for grant funds to address master plan, stormwater, and entry road widening</li> </ul>	<ul> <li>Drafted changes to C&amp;R need to complete</li> <li>Need to amend PUD to make cluster development parameters more clear</li> <li>Improve site plan review instructions to developers</li> </ul>
f.	Create events to engage more Innovation Park members and other community members	<ul> <li>DPC has had conversations with MagLab and others regarding different opportunities to collaboration on events.</li> </ul>	<ul> <li>DPC working on Innovation Scavenger Hunt</li> <li>Other ideas, 5k run in conjunction with MagLab open house (dependent on obtaining sponsor funding), "Boot Camp" Training, Kona Ice event, lab crawl event with local brewery</li> </ul>
	Not included in strategic plan	Blueprint Gateway District Project: Spoke at IA meeting in support, and coordinated Board member participation; communicated with FSU and Blueprint regarding community input	<ul> <li>Continue to work with Blueprint and others on future plans/street naming as Innovation Parkway</li> <li>Work with Maglab and Blueprint on cobranding of any new signage</li> </ul>

3. We will be a creative, proactive, and adaptive organization marketing and promoting the Authority's mission, vision, and value proposition

	Objective	Completed (current items in bold)	To Do
a.	Create a comprehensive marketing plan	Hired marketing talent!	Denise has taken a first swing, but need to coordinate with evolving OEV strategy
b.	Identify and dedicate resources for marketing	<ul> <li>Current budget has marketing dollars for the first time in at least 5 years</li> </ul>	• Do more in 2018-19
C.	Merge two brands into one with descriptive tag line	<ul> <li>DPC focused on doing this with all new materials including business cards, name badges, etc.</li> <li>Developing branded folder for distributing print materials</li> </ul>	Focusing on Innovation Park brand with all collateral and website
d.	Redevelop two websites into one	• Completed	
e.	Increase community engagement for Board members	Board members engaged in Airport Gateway     Project support	<ul> <li>Developing board member engagement newsletter</li> <li>Get more board participation at Tech Leon County R&amp;D Authority Topics and Jechn Fine History, 2018</li> </ul>

# 4. We will be an economically sustainable organization.

	Objective	Completed (current items in bold)	To Do
a.	Increase occupancy of Morgan Building to at least 80%	<ul> <li>Expanded space occupied by NWRDC</li> <li>Worked with FSU to lease 11,000 sf for 1 year</li> <li>Amended FSU lease to add SBDC space (6/1)</li> <li>Leased 500sf Morgan lab (later terminated 8/18)</li> </ul>	<ul> <li>All but 1,000sf leased</li> <li>Begin working on leasing space for after FSU lease terminates in 1 year</li> </ul>
b.	Lease remaining portion of Johnson Building to National Park Service or move on to use of broker to attain at least 80% occupancy	<ul> <li>FSU Department of Anthropology Lease</li> <li>11,000 square feet</li> <li>Annual lease revenue \$180,000</li> </ul>	• 100% leased
	Not in strategic plan	Knight Building 100% leased	•

#### 5. We will be a highly efficient and effective organization.

	Objective	Completed (current items in bold)	To Do
a.	Add staff person to take over administrative duties allowing Director of PCA to focus on helping to execute strategies	• Done	
b.	Executive Director will provide regular updates to the board on status of strategic plan objectives	<ul> <li>Modified this report format to provide updates at each Board meeting</li> </ul>	<ul> <li>Ongoing; more opportunities for board to be focused on strategic initiatives</li> </ul>
C.	The Board will develop a board officer succession plan	<ul> <li>Added Board Chair to Nominating Committee</li> <li>Required new private sector members to serve in future officer role</li> </ul>	Get commitments from current members regarding desired positions
d.	The Board will develop a plan to recruit new board members	<ul> <li>Completed changes for 2016</li> <li>Worked with Board members whose terms are expiring to determine desire to be reappointed</li> <li>Advised County staff of open positions and members requesting reappointment</li> <li>Discussed Board position with new Board member prospect</li> </ul>	<ul> <li>Work with County on recruitment/ application/nomination process</li> <li>Identify prospects with assistance of Board members</li> </ul>

- e. The Board will evaluate the need for and if needed develop a staff bonus plan
- DONE determined that statute makes this difficult to implement, and cannot find examples of any other local government entities doing this
- Counsel researched to see if any local governments/special districts have since implemented a bonus plan—found an example
- Present findings to executive committee and determine next steps

# Non-strategic plan completed activities

Leasing/Tenant Relations  Financial Oversight  Community Involvement/Events  Support staff executing Tech approve contracts: Grant Pitch Night  Research floor load  Lunch with Danfoss Approve contracts:	regarding TechGrant Pitch Night	<ul><li>Meetings</li><li>Executive Committee</li><li>Audit Committee</li><li>Development Review</li></ul>
President approve contracts: Grant Pitch Night	regarding TechGrant Pitch Night	Audit Committee
code requirements to ensure new Morgan lease in compliance  Executed lease amendment with FSU IT Services for additional space  Support Talcor with new tenant occupancy transition  DEP MagLab property transfer quit claim review/follow up  Collega  Draft RFPs  Janitorial Property Mgmt/Acct Submit required Audit filings: Auditor General AFR DFS Special District Leon County Worked with Talcor to monitor Fuqua atrium restroom renovations Met with Insurance Agent to discuss upcoming property & casualty insurance bid  Speaking + Q&A with Kristin Dozier  EEP final presentation night College of Engineering Design Day  Met with Chamber/OEV/CareerSource to discuss K-12 workforce development/ entrepreneurship education  **Outing**  Met with Chamber/OEV/CareerSource to discuss K-12 workforce development/ entrepreneurship education  **Outing**  In Speaking + Q&A with Kristin Dozier  EEP final presentation night College of Engineering Design Day  Met with Chamber/OEV/CareerSource to discuss K-12 workforce development/ entrepreneurship education	interview regarding Innovation Park update  Worked with Counsel to research/understand Federal/State/Local lobbying registration and reporting requirements  Worked with Florida Research Park Network to dissolve the organization with the support of its members  Conduct Admin annual staff review	<ul> <li>Committee (2)</li> <li>JABB Executive         Committee, Board, trip to         JAX to meet their board         at event     </li> <li>Alliance of Entrepreneur         Resource Organizations         Met with new Domi         Director to discuss         cooperation         opportunities     </li> <li>Met with TCC regarding         cooperation         opportunities     </li> </ul>

Leasing/Tenant Relations	Financial Oversight	Community Involvement/Events	General	Meetings		
Current projects/activities other than strategic to-do items						
<ul> <li>Sunnyland lease expiration</li> <li>CAPs expansion DRC site plan review</li> </ul>	<ul> <li>RFP process/evaluation</li> <li>Janitorial</li> <li>Property Mgmt/Acct</li> <li>Policy development</li> <li>Project confidentiality</li> <li>Lobbying</li> <li>Auditor term limits</li> <li>Local mileage/other expenses reimbursement</li> <li>P&amp;C Insurance bids</li> </ul>	Larry Lynch Roast	<ul> <li>Conduct DPC annual staff review</li> <li>Conduct 6-month DE staff review</li> <li>Vacation!</li> </ul>	<ul> <li>OEV/EVCC</li> <li>Executive Committee</li> <li>AERO</li> <li>JABB</li> <li>Talcor</li> </ul>		