

RFP Number 18-03: Property Management and Accounting Services

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

**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.

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).

- 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.

- 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

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 outside of the envelope and on any carrier's envelope: "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. 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 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.

- h. The Proposer shall submit an ORIGINAL and three (3) copies of the proposal, **along with an electronic version in PDF format on a USB flash drive**, 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.**

- g. 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.
- 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."
- j. 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://innovation-park.com/opportunities/>
- k. It is the responsibility of the Proposer prior to submission of any Proposal to check the above 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 Contract Award to the Board	July 23, 2018 (time TBD)
Authorization of contract by Board of Governors of Authority	August 2, 2018
* 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	

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. Review of Proposals

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:

- (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 sub-contractor(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 management fee 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. Local Preference in Purchasing and Contracting

- (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:

- (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:

- i. To establish and maintain books, records, and documents (including electronic storage media) in accordance with generally accepted accounting procedures and practices, which sufficiently and properly reflect all revenues and expenditures of funds provided under this contract.
 - ii. To retain all client records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to this contract for a period of five (5) years after termination of the contract, or if an audit has been initiated and audit findings have not been resolved at the end of five (5) years, the records shall be retained until resolution of the audit findings or any litigation which may be based on the terms of this contract.
 - iii. Upon completion or termination of the contract and at the request of the 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.
- 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.

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.

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 partnership, a company, or an individual 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 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.

RFP Number 18-03: Property Management and Accounting Services

Leon County R&D Authority

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

DEVIATIONS FROM SPECIFICATIONS IF ANY:

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

COMPANY: _____ AGENT NAME: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____

TELEPHONE: _____ FAX: _____

Respectfully submitted,

Attest:

By: _____

By: _____

Print Name _____

Print Name _____

Date _____

Title _____

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 Enhancements

Cost of any additional work suggested by Proposer.

Total Cost per month for Option 1 \$ _____

The above prices listed in the Price Schedule shall include all labor, materials, removal, overhead, profit, insurance, and any other costs of the Proposer necessary to perform the Basic Services defined herein.

PROPOSER understands that the Authority is responsible for paying out of its own funds certain costs of repairs, maintenance, administrative and other expenses as defined in the Contract provided in Exhibit B to the RFP, and that inclusion of Authority expenses in the Price Schedule will be cause for rejection of the Proposal.

PROPOSER certifies that this 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.

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,

Attest: _____

By: _____
Signature

Print Name

Print Name & 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: _____

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 OF _____
COUNTY OF _____

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

Personally known _____
NOTARY PUBLIC

OR Produced identification _____
Notary Public - State of _____
My commission expires: _____

(Type of identification)
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.

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*

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 this _____ day of _____, 20__.

By _____, of _____,
(Name of officer or agent, title of officer or agent) (Name of corporation acknowledging)

a _____ corporation, on behalf of the corporation. He/she is personally known to me
(State or place of incorporation)

or has produced _____ as identification.
(type of identification)

Signature of Notary

Print, Type or Stamp Name of Notary

Title or Rank

Serial Number, If Any

Return Completed form with supporting documents to:

**Leon County R&D Authority, Ron Miller
1736 W. Paul Dirac Drive
Tallahassee, Florida 32310**

ATTACHMENT 9

PROPOSER REGISTRATION FORM

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

Official Registration - Companies must officially register, before 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 <http://innovation-park.com/opportunities/> periodically and prior to submitting their response.

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

Questions & Answers - Questions concerning the RFP, required submittals, evaluation criteria, response schedule, or selection process, and requests for interpretations or corrections of any or actual or perceived ambiguity, inconsistency or error which the company may discover shall be directed in writing to Ron Miller. Such written questions and requests shall be: (1) received by Ron Miller no later than 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 <http://innovation-park.com/opportunities/>.

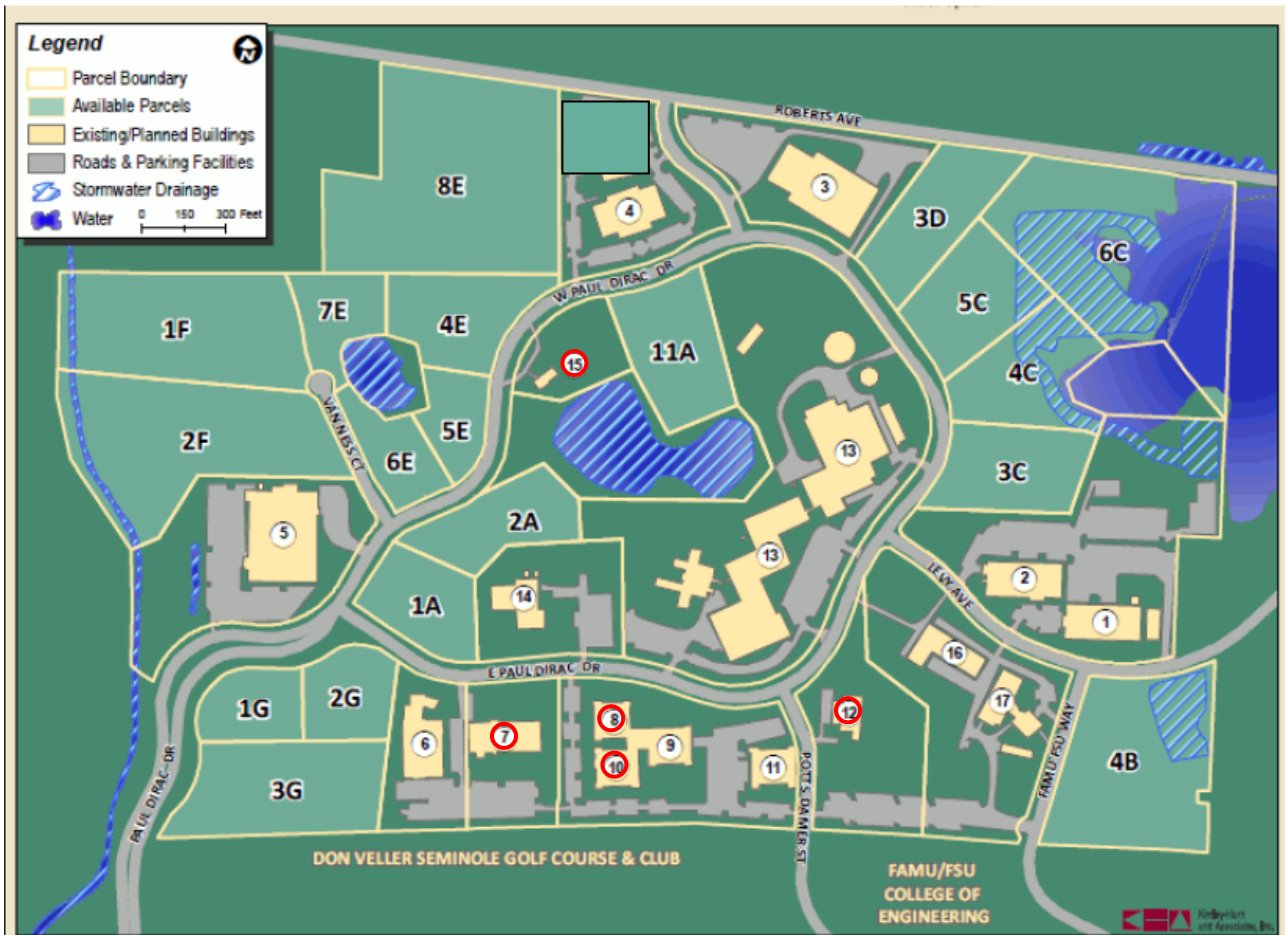
Communication Prohibition - Prospective respondents are cautioned not to contact any officials other than Ron Miller concerning this RFP.

Contact Information for Ron Miller –

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

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

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			

Exhibit “B”
Property Management & Accounting Services
Professional Services Agreement

PROPERTY MANAGEMENT & ACCOUNTING SERVICES AGREEMENT

This Property Management Agreement ("Agreement") is made this ____ day of _____, 2018, by and between the LEON COUNTY RESEARCH AND DEVELOPMENT AUTHORITY, a public Authority created pursuant to Chapter 159, Part V, Florida Statutes ("Authority"), and _____, 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. Management of Property

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. Collection of Revenues and Disbursements for Expenses

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 at the Authority's expense 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 at Authority's expense 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 at Agent's expense, 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, at Agent's expense, 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. Internal Controls and Operating Procedures

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 to and during the Term for Agent's property management, reporting, and accounting services, Authority shall pay Agent a management fee (the "Management Fee") of \$ _____ per calendar month, which is a total of \$ _____ per year. This Management Fee is comprised of \$ _____ per month for accounting and reporting services and \$ _____ per month for property management services. The Management Fee shall be pro-rated for any portion of a calendar month during 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

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

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

AGENT

AUTHORITY

[AGENT ENTITY NAME]

LEON COUNTY RESEARCH
AND DEVELOPMENT AUTHORITY,
a public Authority created pursuant to
Chapter 159, Part V, Florida Statutes

a Florida corporation

By: _____

By: _____

Print Name: _____

Print Name: _____

Its: _____

Its: CHAIR

Date Signed: _____

Date Signed: _____

Witness: _____

Witness: _____

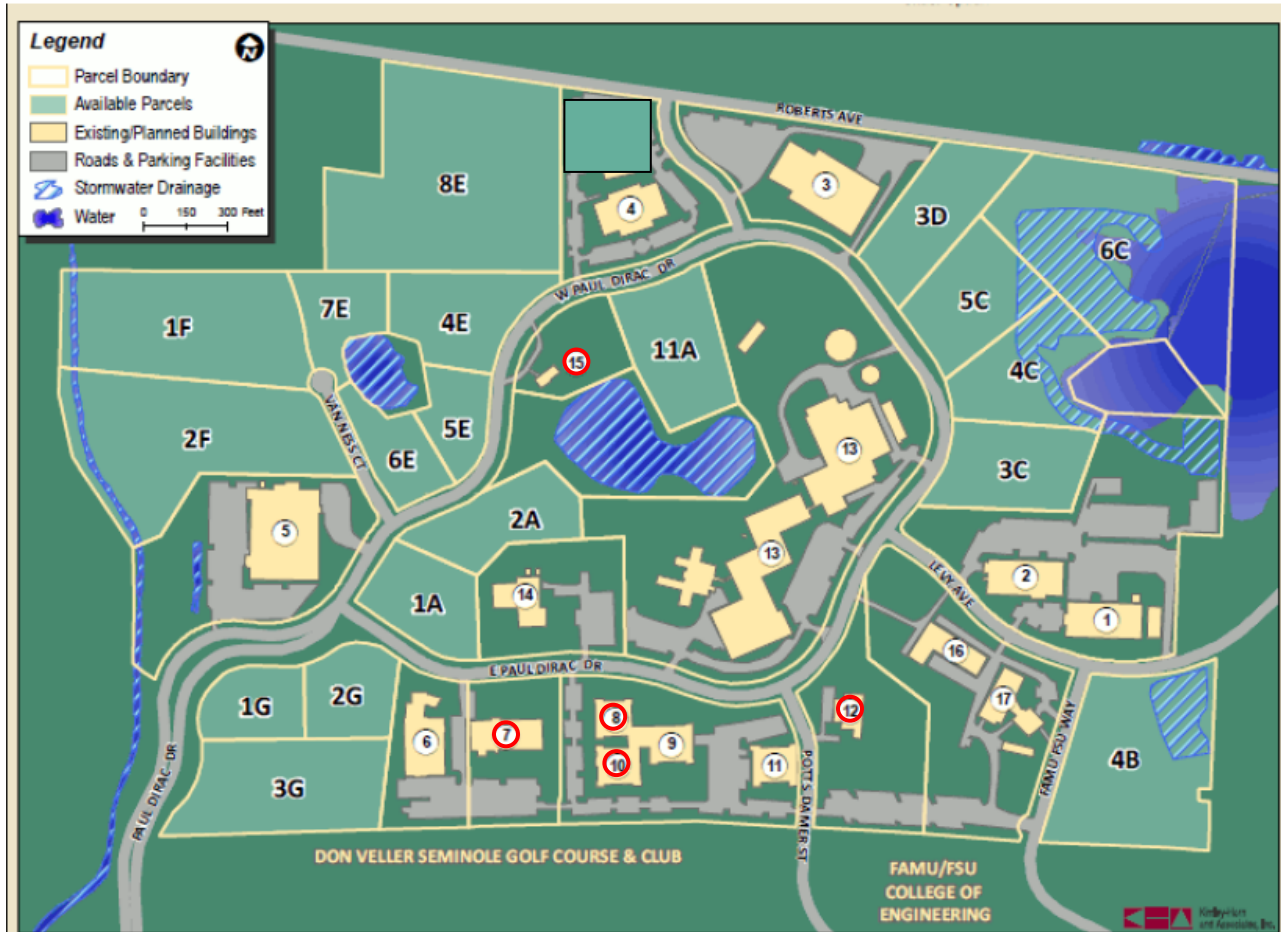
Witness: _____

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

- 1) 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.
- 2) Agent has a year-end closing procedure in place and reconciles all balance sheet accounts prior to year-end closing.
- 3) 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.
- 7) 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 25th 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 through thoroughly 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.

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