

**Leon County Research and Development Authority**  
**Executive Committee Meeting**  
Knight Administrative Centre  
Wednesday, March 29, 2017, 3:00 p.m.

**Agenda**

1. Call to Order
2. Introduction of Guests
3. Modifications to the Agenda
4. Public Comment
5. Approval of Draft Meeting Minutes, November 3, 2016 (*Attachment A*)
6. Project Campus (*Attachment(s) B under separate cover* **these documents are confidential pursuant to Ch. 288.075, Florida Statutes.**)

*Staff requests the approval of agreements related to Project Campus.*

7. Avalanche Consent to Mortgage on Leasehold Interest (*Attachments C1 & C2*)

*Chair requests ratification of her approval of an agreement with Avalanche Partnership and Sunshine Community Lender consenting to a mortgage on the leasehold interest on lot's 2E and 3E consistent with the requirements under Article 7 of the Authority's lease agreement with Avalanche. The lease requires consent from the Authority for mortgages where the proceeds are not applied in improving the property. The mortgage represents the refinancing of a previous mortgage.*

*Further, the Chair requests ratification of her consent to Broad and Cassel's conflict of interest due to its representation of Sunshine in connection with the mortgage, and representation of the Authority as General Counsel. She agreed to Broad and Cassel's representation of the Authority with respect to the matter.*

8. Audited Financial Statements (*Attachment D*) **Will be provided as a supplement**

*The Audit Committee recommends and requests approval of the Audited Financial Statements for the fiscal year ended September 30, 2016.*

9. RFP 17-01 Professional Auditing Services (*Attachment E*)

*The Audit Committee recommends and requests approval of RFP 17-01 Professional Auditing Services.*

10. HVAC Preventative Maintenance Contract (*Attachment F*)

*Chair requests ratification of her approval of a services agreement with Parker Services to provide HVAC preventative maintenance services at an annual cost of \$11,572. The contract represents a 42% cost reduction, or an annual savings of \$8,232.*

11. Purchasing Policy (*Attachment G; link to current policy*)

*Staff requests approval of changes to policy 11-03 Purchasing Policy. The purpose of the changes to the policy is to clarify the authority delegated by the Board of Governors to conduct certain purchasing activities by the Executive Director of the Authority and other "Agents" as defined in the policy.*

12. Credit Card Policy (*Attachment H*)

*Staff requests approval of changes to policy 11-15 Credit Card Policy. The purpose of the changes to the policy is to delegate certain authority and responsibility to the Executive Director regarding the issuance of credit cards to staff and related credit limits, remove the Chair's responsibility for review and approval of the Executive Director's transaction consistent with policy 11-03 Purchasing Policy, and transfer the Treasurer's responsibility for review of credit card transactions to the Authority's Accountant.*

13. Jumpstart Update—Kristin Dozier

14. Working with CRTPA and Road Prioritization Discussion—Kristin Dozier

15. Chair's Report

16. Director of Programs and Communications Report

17. Executive Director's Report

18. New Business

19. Adjourn

**Leon County Research and Development Authority  
Executive Committee Meeting**  
Knight Administrative Centre  
Thursday, November 3, 2016, 2:30 p.m.

**Minutes**

The Leon County Research and Development Authority (LCRDA) Executive Committee met on Thursday, November 3, 2016 at the Knight Administrative Centre, 1736 West Paul Dirac Drive, Tallahassee, FL. Chair Anne Longman presided.

**Members in Attendance:** Chair Anne Longman, Vice Chair Eric Holmes, Immediate Past Chair Kristin Dozier, Treasurer Dave Ramsay.

**Members Absent:** None.

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

1. Call to Order: Chair Anne Longman called the meeting to order at 2:34pm.
2. Introduction of Guests: None.
3. Modifications to the Agenda:  
Revision of the Internal Controls and Operating Procedures. The Audit Committee recommended that the Procedures be revised to allow the Executive Director, instead of the Audit Committee Chair, to receive and review the monthly bank statement. The auditor was in attendance at the Audit Committee meeting and concurred in the recommendation. Dave Ramsay offered a motion to approve the recommendation of the Audit Committee. Kristin Dozier seconded the motion which passed unanimously.
4. Public Comment: None.
5. Approval of Meeting Minutes:  
Executive Committee Meeting, September 19, 2016  
Kristin Dozier offered a motion to approve the minutes. Dave Ramsay seconded the motion which passed unanimously.
6. Standard Lease Changes  
Kristin Dozier offered a motion to approve the Staff and General Counsel request for changes to the standard office lease and to include a personal guarantee. Dave Ramsay seconded the motion which passed unanimously.
7. Sensatek Propulsion Technology, Inc. Lease  
Eric Holmes offered a motion to approve the Staff request for approval of a one-year lease with Sensatek Propulsion Technology, Inc. for Room 113 in the Knight Centre building through July 31, 2017, including a stipulation to accept changes to the insurance requirements as negotiated by the Executive Director. The

lease is for 164 square feet at \$14.50 per square foot plus taxes, internet access, and copier usage charges. The lease and personal guarantee are in the form approved in item 6 above. Dave Ramsay seconded the motion which passed unanimously.

8. NWRDC Lease Modification

Eric Holmes offered a motion to ratify the Chair's approval of a modification to the Authority's lease with FSU for NWRDC's space in the Morgan Building. The modification changes the lease to a month-to-month term with 90 days' written notice to terminate, and expands the space occupied by NWRDC from 2,314 sf to 4,003 sf. Kristin Dozier seconded the motion which passed unanimously.

9. NWRDC/Danfoss Letter Agreement

Kristin Dozier offered a motion to ratify the Chair's approval of a Letter Agreement between the Authority, FSU, and Danfoss regarding NWRDC's use of Danfoss' furniture in space leased by NWRDC in the Morgan Building. Dave Ramsay seconded the motion which passed unanimously.

10. Lease Policy

Dave Ramsay offered a motion to approve the Staff request, as amended, for a new policy: 16-01 Lease Policy. The purpose of the policy is to delegate the authority of the Board of Governors to the Executive Director of the Authority for certain leases. The draft policy was amended as follows:

1. PURPOSE: Include lease amendments in the delegation of authority.
2. POLICY, a. i.: Change the space maximum from 3000 SF to 5000 SF.  
POLICY, a. vi.: Change the phrase "Lease language" to "standard Lease terms" in the first sentence. Change the phrase "form of the lease" to "standard Lease terms" in the second sentence.
3. Add a requirement that any action taken by the Executive Director pursuant to this delegation of authority be reported to the Board of Governors.

Kristin Dozier seconded the motion which passed unanimously. The policy will be included as a Board of Governors meeting general agenda item, and not on the consent agenda.

11. Executive Director Annual Review

Chair Anne Longman presented the evaluation of the Executive Director's performance. Dave Ramsay offered a motion to increase the Executive Director's annual base salary \$6,000 (an approximately 4.65% increase) to \$135,000 per year retroactive to October 1, 2016. Eric Holmes seconded the motion which passed unanimously.

12. OEV Strategic Plan Discussion

Kristin Dozier reported on meetings she had with the FSU Real Estate Foundation regarding land planning. Anne Longman and Ron Miller will meet with Will Butler, President of REI - Real Estate Insync, and Kevin Graham, executive director of the FSU Real Estate Foundation as soon as possible to discuss LCRDA and FSU plans.

The Committee discussed the OEV Strategic Plan, and the need for Anne Longman and Ron Miller to meet with the members of the Intergovernmental Agency (IA) as soon as possible. The purpose of the meetings is to educate the members about what we are, and what we are doing. The next IA meeting is Tuesday, February 21, 2017.

13. Jumpstart Update

Kristin Dozier reported that the Jumpstart Committee (JSC) has met twice: October 11 and November 1, 2016. The committee is moving forward with an aggressive meeting schedule, and by mid-January the JSC will have something to bring to the Board in February that includes cost estimates.

14. Chair's Report

None.

15. Director of Programs and Communications Report

Denise Bilbow reported that the Entrepreneurial Excellence Program is wrapping up. Newsletter was sent out on October 21, 2016. Tech Topics is scheduled for November 9, 2016. E-month collaboration with all partners is underway, and the Science Festival idea is being adjusted for an Innovation Park event/festival in coordination with the Mag Lab open house. FAMU and FSU are collaborating with the Authority on a Florida Trend full-page ad for January 2017. February 7, 2017 is Discovery on Parade and the Authority has sponsor booth. We are looking into promoting a Makers Fair in cooperation with Making Awesome in Railroad Square for which a Knight Grant is being sought. The Authority also submitted three applications for Knight Grant funding, including a Lab Crawl.

16. Executive Director's Report

Ron Miller requested that Entrepreneurial Excellence Program funding for spring 2017 be provided by the Authority as any potential legislative funding would not be available until the fall of 2017. He requests direction to move forward with a 6-month contract with Larry Lynch to carry out the spring 2017 program, and included a requirement that he will seek out grants and sponsorships for the program. Funding requirements in excess of any grants and sponsorships received can be covered by the Inkbridge Escrow Funds which currently has a balance of \$55,000. The draft agreement and funding request will be presented to the Board of Governors for approval.

Bing Energy bankruptcy process continues, and an expedited hearing on the removal of the property is scheduled for November 8, 2017.

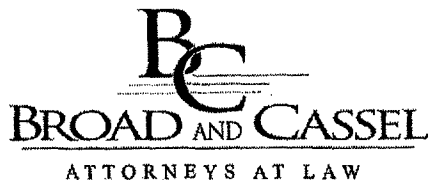
Jake Kiker is chair of the Chamber Entrepreneurship Committee and has asked Ron Miller to be a committee member.

17. New Business

None.

18. Adjourn

The meeting adjourned at 5:05pm.



SUN TRUST BANK BLDG.  
215 SOUTH MONROE STREET  
SUITE 400  
TALLAHASSEE, FL 32301  
TELEPHONE: 850.681.6810  
FAX 850.681.9792  
WWW.BROADANDCASSEL.COM

MELISSA N. VANSICKLE  
mvansickle@broadandcassel.com

February 23, 2017

**VIA EMAIL TO: RMILLER@INN-PARK.COM**

Leon County Research and  
Development Authority  
Attn: Anne Longman  
1736 W. Paul Dirac Drive  
Tallahassee, Florida 32310

Dear Anne:

Broad and Cassel LLP (the "Firm") has been asked to represent Sunshine Community Bank (the "Bank") in connection with a loan (the "Loan") to Avalanche Partnership, LLP (the "Borrower"). As part of the Loan, the Bank has requested that Leon County Research and Development Authority ("LCRDA"), as landlord in a ground lease with the Borrower, provide its consent to the Loan. The Firm represents LCRDA as its General Counsel with respect to various unrelated legal matters and has also been asked to represent LCRDA with respect to the consent agreement between LCRDA and the Bank (collectively, the "LCRDA Matters").

Our Firm's proposed representation of the Bank in connection with the Loan raises a conflict of interest due to our representation of LCRDA in the LCRDA Matters. The Florida Bar Rule 4-1.7 would preclude us from undertaking the proposed representation unless both clients consent to the representation. Such representation of both parties is possible only if (i) the conflict is fully disclosed to both parties, (ii) our exercise of independent professional judgment in the proposed representation of one client will not be materially limited by our responsibilities to the other client, (iii) we reasonably believe that our representation will not be adversely affected by the conflict, and (iv) our representation does not violate any other ethical requirements, such as the attorney's duty of confidentiality to each client.

We have examined the proposed representation and, after careful consideration, we have concluded that our representation of the Bank in the Loan will not be adversely affected or materially limited by our representation of LCRDA in the LCRDA Matters. Nor do we believe that our representation of LCRDA in the LCRDA Matters will be

adversely affected or materially limited by our representation of the Bank in the Loan. This conclusion is based in part on (i) the fact that the interests of LCRDA and the Bank are only indirectly adverse; and (ii) the fact that LCRDA has already expressed its general willingness to provide its consent to the Loan. If LCRDA learns of any facts or circumstances at a later date that may create a conflict, LCRDA agrees to notify the Firm.

Please be aware that the Firm must maintain a duty of loyalty and confidentiality to each client. In accordance with the applicable ethical rules and the Firm's policies, all proprietary or other confidential information and material disclosed to us by one client will not be disclosed to the other client unless required by law. If the Firm learns of confidential information about one client that is relevant to the interests of the other client, both clients will be notified of the conflict (without disclosing the nature of the information), and the Firm may be required to withdraw from its representation of one or both clients.

In light of the factors reflected above, we believe that the conflict of interest described is waivable under the Florida Bar Rules. In making the decision to consent to the conflicted representation, LCRDA should consider whether the Firm's representation of the Bank in the Loan would adversely affect or materially limit our representation of LCRDA in the LCRDA Matters. For example, LCRDA should consider whether there is a material risk that the Firm attorneys who will represent LCRDA in the LCRDA Matters would be less zealous in representing its interests due to the fact that the Firm also represents the Bank in the Loan. We encourage LCRDA to seek independent legal counsel regarding their consideration of the conflict of interest described herein.

If LCRDA agrees to consent to the conflict of interest as described above, please sign and return to us a copy of this letter. If either LCRDA or the Bank chooses not to consent to our representation of the Bank in the Loan, we will assist the Bank in finding another, non-conflicted attorney to represent them in the Loan. A counterpart of this letter is being sent to the Bank for signature.

We thank you for your attention to this matter, and we look forward to your response.

Sincerely,

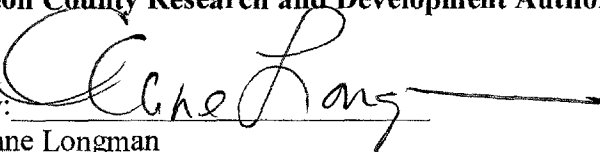


Melissa VanSickle  
BROAD AND CASSEL LLP

**CONSENT**

The undersigned has read the foregoing disclosure, acknowledges that it has been fully informed about the conflict of interest described above, has had the opportunity to consult with independent counsel of its choosing, consents and agrees that Broad and Cassel LLP may represent the Leon County Research and Development Authority with respect to the matters described herein.

**Leon County Research and Development Authority**

By:   
Anne Longman  
Its Chair



**This Instrument Prepared by and Return to:**  
Frank P. Rainer, Esq.  
Broad and Cassel, LLP

**Address:**  
215 S. Monroe Street, Suite 400  
Tallahassee, FL 32301

**Property Appraiser's Parcel I.D.  
(Folio)Numbers(s):**

410327 E0020

20170013369  
THIS DOCUMENT HAS BEEN  
RECORDED IN THE PUBLIC RECORDS  
OF  
LEON COUNTY FL  
BK: 5033 PG:1145, Page1 of 6  
03/02/2017 at 02:53 PM,

GWEN MARSHALL, CLERK OF COURTS

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**CONSENT TO MORTGAGE ON LEASEHOLD INTEREST**

*(Avalanche Partnership, LLP)*

THIS CONSENT AND AGREEMENT (this "Agreement") is effective the 28th day of February, 2017, is made by and between the **LEON COUNTY RESEARCH AND DEVELOPMENT AUTHORITY**, a research and development authority created pursuant to Chapter 159, Part V, Florida Statutes (hereinafter referred to as "Landlord"), and **AVALANCHE PARTNERSHIP**, a Florida general partnership (hereinafter referred to as "Tenant"), and **SUNSHINE COMMUNITY LENDER**, a State of Florida chartered commercial Lender, its successors and assigns (hereinafter referred to as "Lender").

**WITNESSETH**

WHEREAS, the Landlord and Tenant hereto have previously entered into a Ground Lease dated January 7, 2002, as recorded January 11, 2002, in Official Records Book 2608, Page 2040, of the Public Records of Leon County, Florida, ("Ground Lease") on certain real property located in Leon County, Florida described in Exhibits "A", "C", "D" and "E" of the Ground Lease (the "Property"); and

WHEREAS, the Lender has agreed, subject to the satisfaction of certain conditions precedent set forth in a Loan Agreement dated as of February 28, 2017, between the Lender and the Tenant, as borrower (the "Loan Agreement"), to loan to the Tenant the amount of \$2,200,000.00 (the "Loan"), said Loan to be secured in part by a mortgage of Tenant's leasehold estate in the Property (the "Leasehold Mortgage") and by a security interest in the personal property of the Tenant located on the Property; and

WHEREAS, the Lender is unwilling to make the Loan to the Tenant, unless and until the Landlord consents to the Leasehold Mortgage and agrees that the Lender, its agents, or any purchaser or assignee of the Lender's interest, shall be entitled to remain in possession of the Property in the event of a default under the Ground Lease or the Loan; and

WHEREAS, for the benefit of SUNSHINE COMMUNITY LENDER, (hereinafter referred to as "Lender"), the parties have entered into this agreement as an inducement to the Lender to loan funds to and for the benefit of Tenant to be used to refinance the current loan on the Property; and

WHEREAS, the term "Landlord" as used herein means the present landlord under the Ground Lease or, if the Landlord's interest is transferred in any manner, the successor(s) or assign(s) occupying the position of Landlord under the Ground Lease at the time in question; and

NOW THEREFORE, in consideration of the foregoing premises and promises hereinafter stated it is agreed as follows:

1. The parties acknowledge that Lender has made the Loan to Tenant and in exchange Tenant has granted a mortgage lien to Lender on the leasehold interest in the Property. The lease term expires on January 28, 2074. The parties acknowledge that the Ground Lease recorded at O.R. Book 2608, Page 2040, of the Public Records of Leon County, Florida, is a true and correct copy of the Ground Lease, (without any amendments) and that the Lender has relied upon such Ground Lease as recorded in granting the Loan to Tenant. The Landlord hereby agrees to, acknowledges and consents to the mortgage lien being placed on the leasehold interest of the Tenant, notwithstanding the conditions contained in section 7.01 of the Ground Lease. Landlord acknowledges that the funds from the Loan are being used to refinance a prior leasehold mortgage on the Ground Lease and will not be used to construct any improvements on the Property.

2. The Landlord hereby acknowledges that this consent to the Leasehold Mortgage and Loan extends to any and all renewals, extensions of maturity, modifications, restructuring or any other changes to the Loan and Leasehold Mortgage. In the event of a foreclosure or other action by which Lender obtains title to the Ground Lease, this consent extends to any financing by any subsequent purchaser or transferee of Lender's (or its nominee entity's) interest.

3. Landlord acknowledges and agrees that Lender shall have all rights and obligations of a Lender or assignee as described in the Ground Lease, including but not limited to the provisions of sections 7.02 through 7.04 of the Ground Lease. The Landlord agrees that no notice to the Tenant under the Ground Lease shall be effective as to Lender, unless it is also given to the Lender at the following address: 1400 East Park Avenue, Tallahassee, Florida 32301.

4. Landlord Certifications. The Landlord certifies to the Lender:

- a) All the rent and other charges required to be paid to Landlord under the Ground Lease to the date hereof have been paid.
- b) All of the terms, conditions, and provisions, of the Ground Lease on the part of the Tenant to be performed have been performed and complied with prior to the expiration of any applicable grace period provided in the Ground Lease.
- c) There exists at this time no charges, liens, claims, or offsets against the Tenant or the leasehold estate in favor of the Landlord.

- d) The Tenant is not in default under the Ground Lease, nor to the knowledge of the Landlord has any event occurred which, with the passage of time or the giving of notice or both, would constitute a default under the Ground Lease.
- e) There are currently no pending or threatened proceedings involving the Landlord under any state or federal bankruptcy or receivership laws.

5. Landlord Lien Waiver. The Landlord acknowledges that the Tenant has granted to the Lender a security interest in certain personal property of the Tenant located in or upon the Property and does hereby subordinate to the interest of the Lender any and all rights or remedies of Landlord against the Tenant or its property, pursuant to any lien, statutory or otherwise, that it may have against the property, goods or chattels of the Tenant located at any time in or upon the Property. Landlord hereby waives and relinquishes unto Lender and Lender's assigns, all right of levy or distraint for rent, whether pursuant to section 83.08 et. seq., Fla. Stat. (2016) or otherwise. Landlord and Tenant hereby grant the Lender the right, in the event of Tenant's default under the Loan Agreement, to enter the premises where the equipment, furniture and furnishings are located for the purpose of removing, selling or otherwise dealing with it.

6. Landlord's Acknowledgments. The Landlord acknowledges that the Lender will rely upon the statements, certifications, covenants and agreements contained herein in making the Loan to the Tenant secured, in part, by the Leasehold Mortgage.

7. Further Assurances. The Landlord hereby agrees, from time to time, upon the request of the Lender, to execute and deliver to the Lender such other documents and instruments which the Lender deems reasonably necessary to recognize the Leasehold Mortgage and the Lender's rights thereunder.

8. Use of Terms. As used herein, the terms "Landlord", "Tenant", and "Lender" shall include the Landlord, the Tenant, and the Lender, respectively, and their respective successors or assigns; the words "foreclosure" and "foreclosure sale" as used herein shall be deemed to include the acquisition of the Lender's estate in the Property by voluntary deed (as assignment) in lieu of foreclosure.

9. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be a duplicate original, and all counterparts taken together shall constitute duplicate originals of one and the same Agreement.

10. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives, successors and assigns.

11. Entire Agreement and Conflicts. This Agreement does not amend the Ground Lease, and the Ground Lease remains in full force and effect. In the event of a conflict between the Ground Lease and this Agreement, the terms of the Ground Lease shall control.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK;  
SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and sealed as of the date first above written.

**ADDRESS OF LENDER:**

1400 East Park Avenue  
Tallahassee, FL 32301

**LENDER:**

SUNSHINE COMMUNITY BANK

By:   
THOMAS WAKEFIELD WILDE  
SENIOR VICE PRESIDENT

STATE OF FLORIDA )

COUNTY OF LEON )

The undersigned, a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that THOMAS WAKEFIELD WILDE, the SENIOR VICE PRESIDENT of SUNSHINE COMMUNITY BANK, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument as his/her own free and voluntary act and as the free and voluntary act of said entity, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 28<sup>th</sup> day of FEB., 2017.



  
Notary Public

My Commission Expires:

1/28/2021

ADDRESS OF TENANT:

3303 Thomasville Road  
Suite 201  
Tallahassee, FL 32308

TENANT:

AVALANCHE PARTNERSHIP, LLP

By: *Lawrence Hartung*  
LAWRENCE R. HARTUNG, General Partner

By: *Walter T. Dartland*  
WALTER T. DARTLAND, General Partner

STATE OF FLORIDA     )  
  )  
COUNTY OF LEON     )

The undersigned, a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that LAWRENCE R. HARTUNG, General Partner, WALTER T. DARTLAND, General Partner, the Partners of AVALANCHE PARTNERSHIP, LLC, who are personally known to me to be the same person whose name is subscribed to the foregoing instrument appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument as his/her own free and voluntary act and as the free and voluntary act of said company, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 28<sup>th</sup> day of FEB., 2017.



*Kathryn A. Dilworth*  
Notary Public

My Commission Expires:

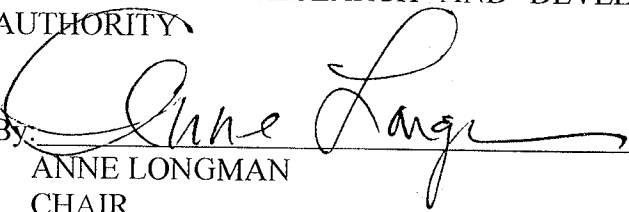
1/28/2021

**ADDRESS OF LANDLORD:**

1736 W Paul Dirac Dr. #A  
Tallahassee, FL 32310

**LANDLORD:**

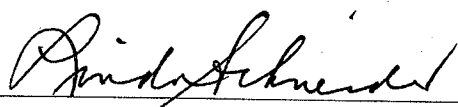
LEON COUNTY RESEARCH AND DEVELOPMENT  
AUTHORITY

By:   
ANNE LONGMAN  
CHAIR

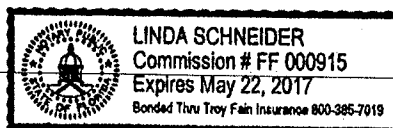
STATE OF FLORIDA     )  
  )  
COUNTY OF LEON     )

The undersigned, a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that ANNE LONGMAN, the Chair of the Board of Governors of the Leon County Research and Development Authority, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument as his/her own free and voluntary act and as the free and voluntary act of said company, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 2<sup>nd</sup> day of March, 2017.

  
\_\_\_\_\_  
Notary Public

My Commission Expires:



***DRAFT***



Leon County Research & Development Authority

REQUEST FOR PROPOSALS

for

Professional Auditing Services

RFP 17-01

Release Date: May 1, 2017

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I. INTRODUCTION

A. General Information and Overview

1. Leon County Research & Development Authority (“LCRDA”), a Florida Special District located in Tallahassee, Florida, is requesting proposals from qualified firms of certified public accountants to audit three years of financial statements commencing with the fiscal year ending September 30, 2017, with the option of auditing the financial statements for each of the four subsequent fiscal years (seven years maximum). These audits are to be performed in accordance with generally accepted auditing standards, the standards for financial audits set forth in the United States General Accounting Office's Government Auditing Standards, Chapter 10.550, Rules of the Auditor General, Local Governmental Entity Audits; and any other required standards that are or become applicable.
2. A pre-proposal conference is scheduled for 3:00 P.M., Wednesday, May 24, 2017, in the LCRDA Conference Room, 1736 W. Paul Dirac Drive, Tallahassee, Florida 32310 to respond to any questions you may have about the RFP.
3. All questions before and after the pre-proposal conference concerning this RFP shall be directed **in writing** via email to:

Ron Miller, Executive Director  
Email: [Rmiller@inn-park.com](mailto:Rmiller@inn-park.com)  
Subject: RFP 17-01

Each Vendor shall examine the Request for Proposal documents carefully; and, no later than 2:00pm, Friday, June 2, 2017, may make a written request to LCRDA for interpretations or corrections of any ambiguity, inconsistency or error which may be discovered. All interpretations or corrections will be issued as addenda, emailed to all proposers, and posted to the <http://LCRDA.org> website not later than 5:00pm, Monday, June 5, 2017.

No negotiations, decisions, or actions shall be initiated or executed by the proposer as a result of any discussions with any LCRDA employee prior to the opening of proposals. Only those communications which are in writing from LCRDA may be considered as a duly authorized expression on behalf of LCRDA. Only communications from firms which are in writing and signed will be recognized by LCRDA as duly authorized expressions on behalf of proposers.

**Prohibited Communications:**

All communications regarding this RFP, or a proposal, must be in accordance with this section; provided any such contact shall be limited to questions regarding clarification of information provided in this RFP, and shall not relate to the merits of a proposal.

Other than written communication permitted by this section, or discussions held

during the pre-proposal conference and public meetings of the LCRDA Board of Governors (“Board”), or of the LCRDA Audit Committee (“Audit Committee”), no contact or communication in person, by telephone, e-mail, through an intermediary, or otherwise with any member of the Board or any other representative of the LCRDA regarding this RFP shall occur.

The prohibited communication shall be in effect as of the issuance of the RFP. The provisions of this section shall terminate at the time the Board, or an LCRDA employee authorized to act on behalf of the Board, awards or approves a contract, rejects all bids or responses, or otherwise takes action which ends the solicitation process.

Any contact or communication in violation of the provisions above shall be cause for rejection of the proposal.

4. Costs for developing and presenting submittals in response to this Request for Proposals are entirely the obligation of the proposer and shall not be chargeable in any manner to LCRDA. There is no expressed or implied obligation for LCRDA to reimburse responding firms for any expenses incurred in preparing proposals in response to this request.
5. To be considered, one UNBOUND original and six (6) UNBOUND copies of the proposal, and an electronic version of proposal (pdf format) on a USB drive, shall be delivered to the LCRDA Executive Director (“Executive Director”):

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

for receipt, no later than 2:00 P.M., Monday, June 12, 2017. Proposals must be submitted in a sealed envelope clearly marked with the name of the audit firm and the Proposal Number RFP 17-01. Please DO NOT bind the proposals in any way other than a single staple, binder clip, or paper clip. The sealed proposals will be publicly opened shortly thereafter.

Proposals may not be withdrawn after this time or within the ensuing sixty (60) day period. Proposals may be withdrawn prior to 2:00 P.M., Monday, June 12, 2017, if so requested in writing. Proposals received after this time will not be considered.

6. LCRDA reserves the right to reject any proposal which may be considered irregular, incomplete, or which shows serious omission, unauthorized alteration of form, unauthorized alternate proposals, or is submitted after 2:00 P.M., Monday, June 12, 2017. LCRDA reserves the right to accept or reject any and all proposals and to waive all nonmaterial irregularities in any or all proposals submitted.
7. LCRDA reserves the right to retain all proposals submitted and to use any idea in a

proposal regardless of whether that proposal is selected. Submission of a proposal indicates acceptance by the firm of the conditions contained in this Request for Proposals, unless clearly and specifically noted in the proposal submitted and confirmed in the contract between LCRDA and the firm selected.

8. Proposals submitted will be evaluated by the Audit Committee, created by the Board and pursuant to the provisions of Section 218.391, Florida Statutes, with membership appointed by the Chair of the Board. During the evaluation process, the Audit Committee and LCRDA reserve the right, where it may serve the best interests of LCRDA, to request additional information or clarifications from proposers, or to allow corrections of errors or omissions.
9. If more than three firms submit responsive proposals, a preliminary Audit Committee meeting may be held on June 22, 2017 to narrow the number of firms for oral presentation and final ranking. Firms are not required to attend, and will not make oral presentations at this meeting.

It is anticipated that the final ranking of firms will occur at the Audit Committee Meeting scheduled to be held on Thursday, June 29, 2017. Firms being included in the final ranking must attend this final ranking meeting and may be requested to make oral presentations. The negotiation process and approval and execution of the contract will occur subsequent to this meeting.

All Audit Committee meetings are currently scheduled to be held in the LCRDA Conference Room located at 1736 W. Paul Dirac Drive, Tallahassee, Florida 32310.

Further description of the evaluation procedures is provided in section VII of the RFP.

10. Since the receipt of more than one proposal is anticipated, LCRDA will follow the provisions of Section 218.391, Florida Statutes, which states in part:

“If compensation is not one of the factors established pursuant to paragraph (3)(a) and not used to evaluate firms pursuant to paragraph (3)(e), the governing body shall negotiate a contract with the firm ranked first. If the governing body is unable to negotiate a satisfactory contract with that firm, negotiations with that firm shall be formally terminated, and the governing body shall then undertake negotiations with the second-ranked firm. Failing accord with the second-ranked firm, negotiations shall then be terminated with that firm and undertaken with the third-ranked firm. Negotiations with the other ranked firms shall be undertaken in the same manner. The governing body, in negotiating with firms, may reopen formal negotiations with any one of the three top-ranked firms, but it may not negotiate with more than one firm at a time.”
11. The use of the term “contractor” herein refers to the individual or firm which executes the contract awarded under this RFP.

B. Term of Engagement

A three-year contract is contemplated, subject to the annual review and recommendation of the Audit Committee, the satisfactory negotiation of terms (including a price acceptable to both LCRDA and the selected firm), and the concurrence of the Board. The contract will contain a provision allowing LCRDA to renew twice for two subsequent years, subject to the above conditions.

C. Joint Ventures/Subcontracting

Any proposed subcontracting must be clearly identified in the initial proposal, including the name of the firm and all other information as required of the principal firm in this Request for Proposals. LCRDA reserves the right to reject any proposed subcontractors. Following the award of the audit contract, no additional subcontracting will be allowed without the express prior written consent of LCRDA.

II. NATURE OF SERVICES REQUIRED

A. Scope of Work to be Performed

LCRDA desires the auditor to express an opinion on the fair presentation of its financial statements in conformity with generally accepted accounting principles.

B. Auditing Standards and Requirements to be Followed

To meet the requirements of this Request for Proposals, the audit shall be performed in accordance with generally accepted auditing standards as set forth by the American Institute of Certified Public Accountants, the standards for financial audits set forth in the United States General Accounting Office's Government Auditing Standards, and Chapter 10.550, Rules of the Auditor General Local Governmental Entity Audits; and any other required standards that are or may become applicable.

C. Reports to be Issued

1. Following the completion of the audit of each fiscal year's financial statements during the term of the contract, the auditor shall issue:
  - a. A report on the fair presentation of the financial statements in conformity with generally accepted accounting principles.
  - b. A report on internal control over financial reporting including any material weaknesses or significant deficiencies found during the audit.
  - c. A report on compliance with laws, regulations, contracts, grant agreements, and other matters, including all instances of noncompliance with applicable laws and regulations.
  - d. A management letter.
  - e. The Auditor's Communication with Those Charged with Governance.
  - f. Any other attestations and certifications as may be required by Government

Auditing Standards, Florida Statutes or Florida Administrative Code.

2. Irregularities and illegal acts: The auditor shall be required to make an immediate, written report of all irregularities and illegal acts or indications of illegal acts, of which they become aware, to the Board Chair, the Audit Committee Chair, and the Executive Director.
3. Reporting to the Audit Committee: The auditors shall assure themselves that the Audit Committee is informed of each of the following:
  - a. The responsibilities of the auditor under generally accepted auditing standards.
  - b. Significant audit adjustments.
  - c. Difficulties or restrictions encountered in performing the audit.
  - d. Disagreements between management and the independent auditors in the preparation of the financial statements.
  - e. Recommendations for improvements in the financial policies, procedures, and practices of the Authority.

D. Special Considerations

1. LCRDA does not currently receive financial assistance subjecting it to the audit requirements of the federal or Florida Single Audit Act, and the price of any such audit requirements are outside the scope of this RFP. However, receipt of future assistance is possible, and may subject LCRDA to such audit requirements. In such a case, the auditors and LCRDA will work in good faith to negotiate fair compensation for the expanded scope based on the hourly rates included in the contract. The ability to perform these services will be considered in the technical proposal portion of this RFP.
2. LCRDA may prepare one or more official statements in connection with the sale of debt securities which will contain the financial statements and the auditor's report thereon. The auditor shall be required under the contract, if requested by the financial advisor and/or the underwriter, to issue a "consent and citation of expertise" as the auditor, and any necessary "comfort letters."
3. LCRDA acknowledges that in order to provide a non-audit service to LCRDA, the auditor must determine whether providing such a service would create a significant threat to its independence for GAS audit purposes, either by itself or in aggregate with other non-audit services provided. A critical component of that determination is consideration of management's ability to effectively oversee the non-audit service to be performed. The LCRDA agrees that the Executive Director possesses suitable skill, knowledge, or experience and that the individual understands the non-audit services described below to be performed sufficiently to oversee them.

Accordingly, the management of the LCRDA agrees to the following:

- a. LCRDA has designated the Executive Director a senior member of management, who possesses suitable skill, knowledge, and experience to oversee the services.
- b. The Executive Director will assume all management responsibilities for subject

matter and scope of the drafting of the financial statements and trial balance adjustments.

- c. LCRDA will evaluate the adequacy and results of the services performed.
- d. LCRDA accepts responsibility for the results and ultimate use of the services.

Non-audit services required to be provided by the auditor:

- a. The auditor will be required to prepare the required financial statements, accompanying notes, and other required supplementary information for the LCRDA. LCRDA will prepare the Management Discussion and Analysis.
  - b. The auditor will be required to review GASB 68 information provided by the Florida Retirement System, and prepare all required general ledger entries, footnote disclosures, and supplementary information related to this retirement plan.
  - c. The auditor will be required to maintain fixed asset depreciation and amortization schedules and compute annual depreciation and amortization amounts.
  - d. Additional LCRDA requested non-audit services will be considered by the auditor on a case-by-case basis. The auditors and LCRDA will work in good faith to negotiate fair compensation for the expanded scope based on the hourly rates included in the contract.
4. The auditor should be able to provide guidance and assist in the implementation of current changes in governmental accounting standards
  5. As required by the provisions of Chapter 10.550, Rules of the Auditor General, the auditor shall review the Annual Financial Report of Units of Local Government (which is required to be completed pursuant to the provisions of Section 218.32, Florida Statutes), in order to ensure it is in agreement with the audited financial statements.
  6. A list of findings, other weaknesses, and recommendations with responses from the most recent financial statement audit of LCRDA are attached to this document (Appendix A). Of those findings, other weaknesses, and recommendations, management believes that all the issues have been resolved.
  7. The auditor shall be required to provide 6 originals of all reports, and an electronic version of all reports.

E. Working Paper Retention and Access to Working Papers

All working papers and reports must be retained, at the auditor's expense, for a minimum of five years after release of the audit, unless the firm is notified in writing by LCRDA of the need to extend the retention period.

The auditor will be required to make working papers available, upon request, without charge, to the following parties or their designee:

1. LCRDA.
2. Parties designated by the federal or state governments or by LCRDA as part of an audit

quality review process.

3. Auditors of entities of which LCRDA is a sub-recipient of grant funds

In addition, the firm shall respond to the reasonable inquiries of successor auditors and allow successor auditors to review working papers relating to matters of continuing accounting significance.

III. DESCRIPTION OF THE LEON COUNTY R&D AUTHORITY

A. Name and Telephone Number of Contact Person Key Personnel

The auditor's principal contact with LCRDA will be Ron Miller, Executive Director, (850) 575-0343 or a designated representative, who will coordinate the assistance provided by LCRDA to the auditor.

A list of key personnel is attached as Appendix B. These individuals are not to be contacted during the proposal process except as noted in section I.A.3. of the RFP.

B. Background Information

LCRDA was created by the Leon County Board of County Commissioners pursuant to County Ordinance No. 80-68 in accordance with Section 159.703, Florida Statutes. LCRDA was created for the purpose of promoting scientific research and development in affiliation with and related to the research and development activities of one or more state-based, accredited, public or private institutions of higher education; for the purpose of financing and refinancing capital projects related to the establishment of a research and development park in affiliation with one or more institutions of higher education, including facilities that complement or encourage the complete operation thereof, as defined by and in the manner provided by the Florida Industrial Development Financing Act; and for the purpose of fostering the economic development and broadening the economic base of a county in affiliation with one or more institutions of higher education.

The LCRDA has acquired land within Leon County to perform any and all functions related or incidental to the operation of Innovation Park, Tallahassee (the Park). The Park is to provide a compatible location where selected applied research operations can be established to build upon and mutually benefit the economy of North Florida, the research capabilities of Florida A&M and Florida State Universities, and the services of Florida's capital city.

LCRDA is governed by an 11-member Board of Governors with one member each appointed by the Presidents of Florida State University, Florida A&M University, and Tallahassee Community College, and the Mayor of Tallahassee. The Leon County Board of County Commissioners appoints one Commissioner and six private sector members to the Board.

Additional background information is available on the LCRDA websites:

1. <http://lcrda.org> : LCRDA governance related including financial reports, budgets,



Board and committee meeting minutes and records, Board member and staff list, strategic plan, charter, bylaws, policies.

2. <http://innovation-park.com>: Innovation Park programs, news, property information, park tenant information, and property development information.

C. Basis of Accounting

The Authority follows Governmental Accounting Standards Board (GASB) financial reporting requirements for enterprise funds, which use the accrual basis of accounting. Under this method, revenues are recorded when earned and expenses are recognized when they are incurred.

D. Relationship to Leon County Government

The LCRDA was notified on October 22, 1991, by the Office of the Comptroller, Department of Banking and Finance, State of Florida, that it had been reclassified from an independent to a dependent special district. The LCRDA is NOT considered by Leon County, its governing authority, to be a component unit of Leon County.

E. Budgets

Pro forma budgets are prepared on a cash basis. Budgets are reviewed and recommended for approval to the Board by the Budget Committee appointed by the Board Chair, and chaired by the Board Treasurer. Performance against budget is reported in the monthly financial statements and reviewed by the Treasurer in his report at each Board meeting.

F. Pension Plan

In accordance with Florida Law, the LCRDA employees must participate in the Florida Retirement System, a multiple employer cost sharing defined benefit plan and defined contribution plan, administered by the Florida Department of Management Services, Division of Retirement. All permanent LCRDA employees are covered by the pension plan.

G. Finance Operations

Responsibility for financial operations (as well as property management) is contracted to NAI Talcor ("Talcor"). Talcor provides all general ledger, accounts payable, accounts receivable, and lease tracking functions for the LCRDA. Financial records and other documents are maintained by Talcor at their Tallahassee office. Responsible Talcor staff includes a Certified Public Accountant.

Executive Director, Ron Miller, provides management, oversight, and review of the financial operations performed by Talcor. He possesses a BS degree in Accounting, and a Master of Business Administration degree. He was formerly a licensed CPA in the State of Indiana from 1988 until 2012; currently in an inactive status. He has served extensively in a Chief

Financial Officer capacity in the private sector, as well as for state and local government agencies.

H. Computer Systems

Talcor utilizes YARDI Voyager v5.05 software as a service and web-based application accessible to both Talcor and LCRDA staff. LCRDA staff can only view information, and does not have security access to enter transactions.

I. Availability of Prior Audit Reports

Audit reports for fiscal years ending September 30, 2011 through 2016 are available on-line at <http://lcrda.org/financials>.

IV. SCHEDULE

A. Proposal Calendar

The following is a list of key dates up to and including the date proposals are due to be submitted:

Request for Proposals issued	Monday, May 1, 2017
Due date for notification of interest	Monday, May 22, 2017, 2:00pm
Pre-proposal conference	Wednesday, May 24, 2017, 3:00pm
Deadline for questions	Friday, June 2, 2017, 2:00pm
Responses to questions posted by	Monday, June 5, 2017, 5:00pm
<b>Due date for proposals</b>	<b>Monday, June 12, 2017, 2:00pm</b>

B. Notification and Contract Dates

***(These dates subject to change, and times TBD—proposers will be notified via email, and changes noted on the <http://lcrda.org> website.)***

Audit Committee, preliminary meeting (if needed)	Thursday, June 22, 2017
Audit Committee approval of ranking, authority to negotiate contract	Thursday, June 29, 2017
Executive Committee approval of negotiated contract	Tuesday, July 18, 2017
Board of Governors ratification	Thursday, August 3, 2017

C. Date Audit May Commence

Audit work may be commenced at any date after the execution of the contract between the parties. In future years, interim work, if any, shall commence no earlier than July 1 of each year.

D. Schedule for the Fiscal Year 2016-17 Audit

***(These dates are subject to change based on regulatory or statutory requirements, or as may be required by the Audit Committee Chair or Executive Director in consultation with the auditor. A similar schedule will be developed for audits of future fiscal years.)***

Each of the following shall be completed by the auditor no later than the dates indicated.

1. Fieldwork: The auditor shall complete all fieldwork by November 30, 2017.
2. Draft Reports: The auditor shall have drafts of all audit reports and recommendations to the Executive Director by December 18, 2017, for review and preparation of the draft Management Discussion and Analysis (MD&A). Executive Director's comments and MD&A will be returned to auditor within seven days.

E. Audit Committee Meetings

***(A similar time schedule will be developed for audits of future fiscal years).***

At a minimum, the following Audit Committee meetings will be held:

1. Planning meeting—To be scheduled prior to fieldwork  
The purpose of this meeting will be to discuss prior audit problems, the audit schedule, any changes in operations and procedures, special audit risks, potential issues identified by accounting staff and management, and or any other pre-audit concerns by the Audit Committee or the auditor.
2. Draft report presentation—To be scheduled upon draft report completion  
The purpose of this meeting is for the auditor to provide to and discuss with the Audit Committee the audit report, and all recommendations, revisions and suggestions for improvement. The Audit Committee will then make its recommendation to the Board for approval of the audit report.

F. Final Report and Approval

The final report approved by the Audit Committee will be to be submitted to the LCRDA Executive Committee for approval in January, 2018, subject to ratification by the Board at its February 1, 2018 meeting.

V. ASSISTANCE TO BE PROVIDED TO THE AUDITOR AND REPORT PREPARATION

A. Accounting Staff and Clerical Assistance

Talcor Accounting Department staff and responsible management personnel will be available during the audit to assist the firm by providing information, documentation and explanations. All required journal entries, and trial balances will be prepared by Talcor Accounting Department staff. Any additional information provided by LCRDA will be in the format maintained by Talcor. Any additional or reformatted schedules will be the responsibility of the auditor. Confirmations will be typed by LCRDA staff, if requested.

B. Computer and Data Assistance

In addition to other documents and schedules to be prepared by LCRDA and Talcor, Talcor Accounting Department staff will provide a download of the detailed general ledger in Excel format.

C. Work Area, Telephones, Photocopying and Facsimile Machines

LCRDA and Talcor will provide the auditor with reasonable work space, desks and chairs. The auditor will also be provided with access to a telephone, photocopying facilities and facsimile machines.

D. Report Preparation

Report preparation, editing and printing of the all reports shall be the responsibility of the auditor.

VI. PROPOSAL REQUIREMENTS

A. General Requirements

1. Submission of Notification of Interest

Firms interested in submitting a proposal are encouraged to submit no later than 2:00 P.M., Monday, May 22, 2017 their "Notification of Interest" in the format attached as Appendix H. This notification will enable us to provide interested parties with all proposal related information.

2. Pre-proposal Conference

A conference for firms interested in submitting proposals will be held at 3:00 P.M., Wednesday, May 24, 2017, at the LCRDA offices, 1736 W. Paul Dirac Drive, Tallahassee, Florida 32310. Both verbal and written questions will be accepted during the conference.

3. Inquiries

Inquiries concerning the Request for Proposals and the subject of the Request for Proposals must be made in accordance with section I.A.3. of the RFP.

4. Submission of Proposals

The following material must be received no later than 2:00 P.M., Monday, June 12, 2017, for a proposing firm to be considered:

- a. Title Page: Title page showing the Request for Proposals' subject; RFP number 17-01; the firm's name; and the name, address, and telephone number of a contact person; and the date of the proposal.
- b. Table of Contents.
- c. Transmittal Letter: A signed letter of transmittal shall be submitted, briefly stating the proposer's understanding of the work to be done, the commitment to perform the work within the time period, a statement why the firm believes itself to be best qualified to perform the engagement, and a statement that the proposal is a firm and irrevocable offer for sixty (60) days after the submission deadline.
- d. Summary of the firm's current workload and ability to satisfy the requirements of LCRDA. A brief statement should be included on the firm's background, organization, and size.
- e. Technical Proposal: The technical proposal should follow the order set forth in section VI.B. of the RFP.
- f. Executed copy of the Proposer Guarantee attached to this Request for Proposals (Appendix C).
- g. Equal Opportunity/Affirmative Action Requirements: The contractors and all subcontractors 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 contractor shall agree to comply with Executive Order 11246, as amended, and to comply with specific affirmative action obligations contained therein. In addition to completing the Equal Opportunity/Affirmative Action Statement, (Appendix D), the Proposer shall include a copy of any affirmative action or equal opportunity policies in effect at the time of submission.
- h. Certification Regarding Debarment, Suspension, and Other Responsibility Matters: The prospective primary participant 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 department or agency and meet all other such responsibility matters as contained on the attached certification form (Appendix E).
- i. Public Entity Crimes Statement: The prospective primary participant must certify on the attached form (Appendix F), to the best of its knowledge and belief, that it and its principals comply with the Florida Statutes Section

287.133(3)(a) on Public Entity Crimes. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

To be considered, one UNBOUND original and six (6) UNBOUND copies of the proposal, and an electronic version of proposal (pdf format) on a USB drive, shall be delivered to the Executive Director:

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

for receipt, no later than 2:00 P.M., Monday, June 12, 2017. Proposals must be submitted in a sealed envelope clearly marked with the name of the audit firm and the Proposal Number RFP 17-01. Please DO NOT bind the proposals in any way other than a single staple, binder clip, or paper clip. The sealed proposals will be publicly opened shortly thereafter.

B. Technical Proposal

1. General Requirements

The purpose of the technical proposal is to demonstrate the qualifications, competence and capacity of the firms seeking to undertake an independent audit of LCRDA in conformity with the requirements of this Request for Proposals. As such, the substance of proposals will carry more weight than their form or manner of presentation. The technical proposal should demonstrate the qualifications of the firm and of the particular staff to be assigned to this engagement. It should also specify an audit approach that will meet the Request for Proposals requirements.

THERE SHOULD BE NO DOLLAR UNITS OR TOTAL COSTS INCLUDED IN THE PROPOSAL DOCUMENT.

The technical proposal should address all the points outlined in the Request for Proposals (excluding any cost information). The proposal should be prepared simply and economically, providing a straightforward, concise description of the proposer's capabilities to satisfy the requirements of the Request for Proposals. While additional

data may be presented, the following subjects, item Numbers 2 through 11 must be included. They represent criteria against which the proposal will be evaluated.

2. Independence

The firm should provide an affirmative statement that it is independent of LCRDA, including its Board, as defined by generally accepted auditing standards and the United States General Accounting Office's Government Auditing Standards.

The firm should also list and describe, if any, the firm's (or proposed subcontractors') professional relationships involving LCRDA for the past five (5) years, together with a statement explaining why such relationships do not constitute a conflict of interest relative to performing the proposed audit.

3. License to Practice in the State of Florida

An affirmative statement should be included indicating that the firm and all assigned key professional staff are properly licensed to practice in the State of Florida.

4. Firm Qualifications and Experience

The proposal should state the size of the firm, the size of the firm's governmental audit staff, the location of the office from which the work on this engagement is to be performed, the number and nature of the professional staff to be employed in this engagement on a full-time basis, and the number and nature of the staff to be so employed on a part-time basis. This information should include specific details for the office from which the audit will be conducted.

If the proposer is a joint venture, or if the proposer is subcontracting a portion of the work, the qualifications of each firm comprising the joint venture or each subcontractor should be separately identified and the firm that is to serve as the principal auditor should be clearly stated, if applicable.

The firm is also required to submit a copy of the report on its most recent external quality control review, with a statement whether that quality control review included a review of specific government engagements.

The firm shall also provide information on the results of any federal or state desk reviews or field reviews of its audits during the past three (3) years. In addition, the firm shall provide information on the circumstances and status of any disciplinary action taken or pending against the firm during the past three (3) years with state regulatory bodies or professional organizations.

5. Partner, Supervisory, and Staff Qualifications and Experience

The firm should identify the principal supervisory and management staff, including the

engagement partner, manager, other supervisors and specialists, and the auditor in-charge of fieldwork, who would be assigned to the engagement and indicate whether each such person is licensed to practice as a certified public accountant in the State of Florida. The firm should also provide information on the government auditing experience of each person, including information on relevant continuing professional education for the past three (3) years and membership in professional organizations relevant to the performance of this audit.

The firm should provide as much information as possible regarding the number, qualifications, experience and training, including relevant continuing professional education, of the specific staff to be assigned to this engagement. Also, the firm should indicate how the quality of staff over the term of the agreement will be assured.

Engagement partners, managers, other supervisory staff and specialists may be changed if those personnel leave the firm, are promoted or are assigned to another office, providing that any replacements have equal or better qualifications than those personnel replaced. These personnel may also be changed for other reasons with the express prior written permission of LCRDA. However, in either case, LCRDA retains the right to approve or reject replacements. The qualifications of any replacements will be furnished to the Executive Director prior to beginning any work on the audit.

Consultants and firm specialists mentioned in response to this Request for Proposals can only be changed with the express prior written permission of LCRDA, which retains the right to approve or reject replacements.

Other audit personnel may be changed at the discretion of the proposer provided that replacements have substantially the same or better qualifications and experience.

In the event of a joint venture or use of a subcontractor, requirements of this section apply to all staff connected with the audit.

6. Prior Engagements with LCRDA

The firm should list separately by type of engagement (i.e., audit, management advisory services, other), all engagements for LCRDA since October 1, 2006. For each engagement, the firm should indicate the scope of work, date, engagement partners, and the location of the firm's office from which the engagement was performed.

7. Similar Engagements with Other Governmental Entities

For the firm's office that will be assigned responsibility for the audit, list the most significant engagements (maximum of five) performed in the last five years that are similar to the engagement described in this Request for Proposals. Indicate the scope of work, date, engagement partners, and the name and telephone number of the principal client contact.



8. Specific Audit Approach

The proposal should set forth a work plan, including an explanation of the audit methodology to be followed, to perform the services required in section II of the RFP. In developing the work plan, reference should be made to such sources of information as LCRDA's budget and related materials, organizational charts, manuals and programs, and financial and other management information systems.

Proposers will be required to provide the following information on their audit approach:

- a. Proposed segmentation of the engagement, including time frames for each segment.
- b. Level of staff to be assigned to each proposed segment of the engagement.
- c. Sample size methodology and the extent to which statistical sampling is to be used in the engagement.
- d. Extent of use of EDP software in the engagement .
- e. Type and extent of analytical procedures to be used in the engagement.
- f. Approach to be taken to gain and document an understanding of the internal control structure of LCRDA.
- g. Approach to be taken in determining laws and regulations that will be subject to audit test work.
- h. Approach to be taken in drawing audit samples for purposes of tests of compliance.
- i. Approach to be taken in reviewing and auditing EDP systems.

9. Identification of Anticipated Potential Audit Problems

The proposal should identify and describe any anticipated potential audit problems, the firm's approach to resolving these problems and any special assistance that will be requested from LCRDA.

10. Insurance

Proposers should confer with their respective insurance carriers or brokers to determine in advance of bid submission the availability of insurance certificates and endorsements as prescribed and provided herein. If a Proposer fails to comply strictly with the insurance requirements, that Proposer may be disqualified from award of the contract.

Contractor 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 Contractor, his agents, representatives, employees or subcontractors. The cost of such insurance shall be included in the Contractor's bid.

1. Minimum Limits of Insurance. Contractor shall maintain limits no less than:
  - a. General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
  - b. Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage. (Non-owned, Hired Car).
  - c. Workers' Compensation and Employer's 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.
  - d. Contractor shall carry professional liability insurance of the types necessary to protect the Firm from any professional liability arising under this agreement with a minimum \$1,000,000 liability limit. The deductible shall not exceed \$25,000 and, if greater than \$1,000, must be guaranteed by Contractor for the difference between the deductible and \$1,000. The professional liability insurance coverage for the services provided under this agreement shall be maintained in force from the date of the contract until a date at least one (1) year following the actual completion of the provision of any services under the terms of this agreement.
2. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by LCRDA. At the option of LCRDA, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects LCRDA, its officers, officials, employees and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.
3. Other Insurance Provisions. 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 LCRDA.
4. Acceptability of Insurers. Insurance is to be placed with insurers with a Best's rating of no less than A:VII.
5. Verification of Coverage. Contractor shall furnish LCRDA with certificates of insurance and with original endorsements effecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements are to be received and approved by LCRDA

before work commences. LCRDA reserves the right to require complete, certified copies of all required insurance policies at any time. Certificates of Insurance acceptable to LCRDA shall be filed with LCRDA prior to the commencement of the work. These policies described above, and any certificates shall specifically name LCRDA as an additional Insured and shall contain a provision that coverage afforded under the policies will not be canceled until at least thirty (30) days prior to written notice has been given to LCRDA.

Cancellation clauses for each policy should read as follows: *Should any of the above described policies be canceled before the expiration date thereof, the issuing company will mail thirty (30) days written notice to the Certificate Holder named herein.*

6. Subcontractors. Contractors 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.

## VII. EVALUATION PROCEDURES

### A. Audit Committee

Proposals submitted will be evaluated the Audit Committee, created by the LCRDA pursuant to the provisions of Section 218.391, Florida Statutes. Meetings of the Audit Committee are subject to the Florida Sunshine Law Florida Statute Section 286.011 and Article I, Section 24 of the Florida Constitution. The Executive Director and the Treasurer for the Board may provide advice and assistance to the committee.

### B. Review of Proposals

The Audit Committee will use a point formula during the review process to score proposals. Each member of the Audit 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 Audit Committee will score each technical proposal using the criteria described in the RFP section VII.C. below. Each member's top three firms will be assigned three, two, and one points, respectively. These points will be totaled 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. The Audit Committee will meet and may require oral presentations as necessary during this process.

LCRDA reserves the right to retain all proposals submitted and to use any idea in a proposal, regardless of whether that proposal is selected.

C. Evaluation Criteria

Proposals will be evaluated using the criteria identified below. Firms meeting the mandatory criteria will have their proposals evaluated and scored for technical qualifications. The technical qualifications evaluation will assess the ability of each responding firm based on experience and qualifications of key staff members, the capability of the firm in meeting time and budget requirements, and the record of the firm with regard to this type of work, particularly in Leon County or in the State of Florida. Consideration will be given to the firm's current work load, financial stability and the location where the majority of the technical work will be produced. The Audit Committee will not be impressed with excessive amounts of boilerplate, excessive numbers of photographs, work that distant offices have performed, or work not involving personnel to be assigned to the proposed project. The following represent the principal selection criteria which will be considered during the evaluation process:

1. Mandatory Elements
  - a. The audit firm is independent and licensed to practice in the State of Florida.
  - b. The professional personnel of the audit firm have received adequate continuing professional education within the preceding two years.
  - c. The firm has no conflict of interest with regard to any other work performed by the firm for LCRDA.
  - d. The firm submits a copy of its most recent external quality control review report and the firm has a record of quality audit work.
  - e. The firm adheres to the instructions in this Request for Proposals on preparing and submitting the proposal.
  
2. Technical Qualifications: (Maximum Points - 95)
  - a. Expertise and Experience (Maximum Points - 50)
    - (1) The past experience and performance of the firm (and specifically the local office which will be performing the engagement) on comparable government engagements (Maximum Points - 20).
    - (2) The quality of the professional personnel of the firm to be assigned to the engagement and the quality of the management support personnel of the firm to be available for technical consultation (Maximum Points - 20).
    - (3) The experience of the firm in performing single audits of federal or state financial assistance programs (Maximum Points - 10).
  - b. Audit Approach (Maximum Points - 45)

Example of items considered in points awarded:

    - (1) Adequacy of the proposed staffing plan for various segments of the engagement.
    - (2) General approach to the audit.
    - (3) Adequacy of sampling techniques.
    - (4) Adequacy of analytical procedures.
    - (5) Approach to EDP systems.

3. Office Location from Which Work Will Be Conducted (Maximum Points - 5).

D. Other Factors

The evaluation may include other factors that may be pertinent such as the implementation of a Drug Free Work Place Policy, past performance, and previous work done for LCRDA.

E. Preliminary Scoring

If more than three firms submit responsive proposals, the Audit 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 Audit 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 Audit Committee, more than three firms may be chosen for oral presentations in the final selection meeting, in which case, ranking points under RFP section VII.B. will be adjusted accordingly. Preliminary scoring of finalist firms may be adjusted during the final selection meeting based on information obtained in the final selection meeting.

F. Final Selection

Selected proposers will be advised in advance of the final selection meeting of the need to make oral presentations to the Audit Committee. Such presentations will provide firms with an opportunity to answer any questions the Audit Committee may have on a firm's proposal. Not all firms may be asked to make such oral presentations. All presentations shall be solely at the expense of the firm.

Based on oral presentations and RFP responses, members will score and rank their top three firms in accordance with RFP section VII.B. The Audit Committee will make the final decision as to the ranking of the top three firms. The Audit Committee will then authorize fee and contract negotiations, which shall be accomplished pursuant to the provisions of Section 218.391(4)(a), Florida Statutes, which states in part:

"The firm ranked first may then negotiate a contract with the board giving, among other things, a basis of its fee for that engagement. Should the board be unable to negotiate a satisfactory contract with that firm, negotiations with that firm shall be formally terminated, and the board shall then undertake negotiations with the second-ranked firm. Failing accord with the second-ranked firm, negotiations shall then be terminated with that firm and undertaken with the third-ranked firm. Negotiations with the other ranked firms shall be undertaken in the same manner. The board, in negotiating with firms, may reopen formal negotiations with any one of the three top-ranked firms, but it may not negotiate with more than one firm at a time. The board shall also negotiate on the scope and quality of services."

It is anticipated that the ranking of firms and authorization to negotiate will be approved by the Audit Committee on June 29, 2017. Negotiation of a contract will be performed on

behalf of the Board by the Executive Director, and presented to the Executive Committee for approval followed by ratification by the Board.

G. Right to Reject Proposals

Submission of a proposal indicates acceptance by the firm of the conditions contained in this Request for Proposals unless clearly and specifically noted in the proposal submitted and confirmed in the contract between LCRDA and the firm selected.

LCRDA reserves the right without prejudice to reject any or all proposals.

VIII. ADDITIONAL CONSIDERATIONS

A. Cost of Service Requirements for Selected Auditor

LCRDA is requesting that fees not be discussed in submitted proposals but included under separate cover. Also, during the final selection and negotiation process, the auditors should be prepared to comply with the following requirements:

1. Total All-inclusive Maximum Price

The negotiated cost of services should contain all pricing information relative to performing the audit engagement as described in this Request for Proposals. The total all-inclusive maximum price shall contain all direct and indirect costs including all out-of-pocket expenses. These prices should be determined on an annual basis for the term of the contract.

LCRDA will not be responsible for expenses incurred in preparing and submitting the technical proposal. Such costs should not be included.

2. Rates by Partner, Specialist, Supervisory and Staff Level Times; Hours Anticipated for Each.

The selected firm will be required to provide to LCRDA a schedule detailing the names and levels of personnel assigned to this engagement, anticipated hours, standard and quoted rates, and total cost by person as well as total personnel cost that supports the total all-inclusive maximum price.

3. Out-of-pocket Expenses Included in the Total All-inclusive; Maximum Price and Reimbursement Rates

All estimated out-of-pocket expenses for firm personnel (e.g., travel, lodging, and subsistence) to be reimbursed should be detailed. All expense reimbursements will be charged against the total all-inclusive maximum price submitted by the firm.

4. Rates for Additional Professional Services

If it should become necessary for LCRDA to request the auditor to render any additional services to either supplement the services requested in this Request for Proposals or to perform additional work as a result of the specific recommendations included in any report issued on this engagement, then such additional work shall be performed only if set forth in an addendum to the contract between LCRDA and the firm. Any such additional work agreed to between LCRDA and the firm shall be performed at the same rates set forth in the schedule of fees and expenses included in the negotiated contract.

5. Manner of Payment

Progress payments will be made on the basis of hours of work completed during the course of the engagement and out-of-pocket expenses incurred. Billings must be presented in detailed format including hours anticipated, hours worked, rates, etc. Interim billings shall cover a period of not less than a calendar month. No more than eighty percent (80%) of the Maximum Price shall be billed prior to delivery of the final reports.

B. Request for Proposals/Contract

All requirements and conditions set forth in this Request for Proposals shall be incorporated into the contract entered into between LCRDA and the auditor selected unless otherwise specified in the contract. LCRDA contracts are subject to legal requirements set forth in State and Federal Law.

C. Termination Provisions

1. Termination for Convenience of LCRDA

LCRDA, by written notice, may terminate this contract, in whole or in part, when it is in the best interest of LCRDA. If this contract is terminated, LCRDA shall not be liable for damages. LCRDA shall be liable only for payment under the payment provisions of the contract (as set forth in RFP section VIII.A.5 above) for services rendered before the effective date of termination.

2. Default

LCRDA, by written notice, may terminate the contract upon default of any provisions thereof by the auditor.

D. Ethical Business Practices

1. Gratuities. It shall be unethical for any person to offer, give, or agree to give any LCRDA employee, or for any LCRDA employee to solicit, demand, accept, or agree to

accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or performing in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, subcontract, or to any solicitation or proposal therefore.

2. 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 prime contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.
3. The Board reserves the right to deny award or immediately suspend any contract resulting from this proposal 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.

E. 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 (Appendix G). LCRDA shall not be required to verify the accuracy of any such certifications, and shall have the sole discretion to determine if a vendor meets the definition of a "local business."
- F. Minority, Women and Small Business Enterprise (MWSBE) Preference
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 provide evidence of certification from the Tallahassee-Leon County Office of Economic Vitality.

IX. APPENDICES

**APPENDIX**

**A. Findings from Recent External Audits**

MANAGEMENT LETTER COMMENTS

**Fiscal Year: 2015-16**

None

**Fiscal Year: 2014-15**

Recommendation to improve financial management:

**15-001 Current Contract Rates for Cash Disbursements**

In connection with our testing of cash disbursements, we noted one instance where the documentation supporting the invoice paid had not been maintained but the original contract was available. In a separate instance, we noted where the rate per the invoice did not match the contract due to the vendor's error. We suggest that all contracts be kept on file and that documentation be requested for any rate changes. We also recommend that invoices are reviewed for compliance with contracts to ensure that internal worksheets used for tracking are updated with current rates.

**Fiscal Year: 2013-14**

None

**APPENDIX**

**B. List of Key Personnel**

**LCRDA Board of Governors:**

Anne Longman, Chair; Lewis, Longman, and Walker, P.A.  
Eric Holmes, Vice Chair; Florida State University  
David Ramsay, Treasurer; SunTrust Bank (retired)  
Kristin Dozier, Immediate Past Chair; Leon County Commissioner  
Dustin Daniels\*, Audit Committee Chair; City of Tallahassee  
Shawnta Friday-Stroud; Florida A&M University  
Kimberly Moore\*\*; Tallahassee Community College  
T. Paul Dean\*\*; Danfoss Turbocor  
Kim Dixon; Merrill Lynch  
April Salter\*\*; SalterMitchell, Inc.  
Kim Williams\*\*; Marpan

\* Audit committee chair

\*\* Current Audit Committee Members—subject to change

**Alternates:**

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

**LCRDA Employees:**

Ron Miller, Executive Director  
Denise Bilbow, Director of Programs and Communications  
Peggy Bielby, Administrative Coordinator

**General Counsel-Broad & Cassel**

Melissa Van Sickle

**NAI Talcor Employees:**

Ed Murray, President  
Rick Smith, Chief Operations Officer  
Lori Billberry, Director of Property Management  
Kristy Bennett, CPA, Director of Property Management Accounting  
Kelly Beacher, Payroll and Commissions  
Arthur Lewis, Property Management Accountant  
Stephanie Shoulet, Property Manager  
DeMaurio Moten, Maintenance Manager

**APPENDIX**

**C. Proposer Guarantees**

The proposer certifies it can and will provide and make available, at a minimum, all services set forth in Section II, Nature of Services Required.

Signature of Official:
Name (typed):
Title:
Firm:
Date:

**APPENDIX**

**D. Equal Opportunity/Affirmative Action Statement**

1. The contractors and all subcontractors hereby 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.
2. The contractor agrees to comply with Executive Order 11246, as amended, and to comply with specific affirmative action obligations contained therein.

Signed: \_\_\_\_\_  
Title: \_\_\_\_\_  
Firm: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

**APPENDIX**

**E. Certification Regarding Debarment,  
Suspension, And Other Responsibility Matters  
Primary Covered Transactions**

- (1) The prospective primary participant 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;
  - 8 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 prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant 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

Contractor/Firm

Address

Leon County Research & Development Authority  
Request for Proposals for Professional Audit Services  
RFP 17-01  
Due: 2:00 P.M., Monday, June 12, 2017

DRAFT

**Appendix**  
**F. Public Entity Crimes Statement**

**SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a),  
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES**

**THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCES OF A NOTARY PUBLIC OR OTHER OFFICIAL  
AUTHORIZED TO ADMINISTER OATHS.**

1. This sworn statement is submitted to \_\_\_\_\_  
(print name of the public entity)

by \_\_\_\_\_  
(print individual's name and title)

for \_\_\_\_\_  
(print name of entity submitting sworn statement)

whose business is  
\_\_\_\_\_  
\_\_\_\_\_

and (if applicable) its Federal Employer Identification Number (FEIN) is  
\_\_\_\_\_.

(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn  
statement: \_\_\_\_\_.)

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), **Florida Statutes**, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), **Florida Statutes**, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), **Florida Statutes**, means:  
1. A predecessor or successor of a person convicted of a public entity crime; or  
2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

Leon County Research & Development Authority  
Request for Proposals for Professional Audit Services  
RFP 17-01  
Due: 2:00 P.M., Monday, June 12, 2017

DRAFT

5. I understand that a "person" as defined in Paragraph 287.133(1)(e), **Florida Statutes**, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting the sworn statement. **[Indicate which statement applies.]**

\_\_\_\_\_ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

\_\_\_\_\_ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. \_\_\_\_\_ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. **[attach a copy of the final order]**

**I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.**

\_\_\_\_\_  
(Signature)

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Personally known \_\_\_\_\_

Notary Public - State of \_\_\_\_\_

OR Produced identification \_\_\_\_\_

My commission expires \_\_\_\_\_

\_\_\_\_\_  
(Type of identification)

\_\_\_\_\_  
(Printed typed or stamped commissioned name of notary public)



Leon County Research & Development Authority  
Request for Proposals for Professional Audit Services  
RFP 17-01  
Due: 2:00 P.M., Monday, June 12, 2017

DRAFT

**APPENDIX  
G. 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

**Return Completed form with supporting documents to:**

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

Leon County Research & Development Authority  
Request for Proposals for Professional Audit Services  
RFP 17-01  
Due: 2:00 P.M., Monday, June 12, 2017

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DRAFT

**APPENDIX**  
**H. Sample Letter of Interest**

VIA Email to: Rmiller@inn-park.com

[DATE]

Mr. Ron Miller  
Executive Director  
1736 W. Paul Dirac Drive  
Tallahassee, Florida 32310

RE: Notification of Interest

Dear Mr. Miller:

Our firm is interested in submitting a proposal to audit three years of Leon County R&D Authority financial statements, commencing with the fiscal year ending September 30, 2017, with the Leon County R&D Authority's option to renew twice for two subsequent years, as set forth in the request for proposals.

Yours very truly,

Contact Information:

Name:
Company:
Telephone:
Email:

## PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement (this "Agreement") is entered into this 6<sup>th</sup> day of March, 2017 (the "Effective Date") by and between the Leon County Research and Development Authority a public Authority created pursuant to Chapter 159, Part V, Florida Statutes, having its principal place of business in Tallahassee, Florida (the "Authority"), and Parker Services, Inc., a State of Florida corporation having its principal place of business in Tallahassee, Florida ("Contractor").

WHEREAS, the Authority requested quotations for HVAC Preventative Maintenance Services, and;

WHEREAS, the Authority wishes to allow for the Contractor to provide HVAC preventative maintenance services independent of the Authority, and the Contractor desires to provide such services;

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

1. SERVICES. The Authority hereby allows the Contractor to provide the services described in Exhibit "A" and Exhibit "D" attached hereto and made a part hereof (the "Services"), upon the terms and subject to the conditions of this Agreement.
2. TERM. The Agreement shall become effective for one (1) year commencing March 1, 2017 and terminate on February 28, 2018, unless terminated in accordance with the provisions of paragraph 8 or 9.
3. OPTION TO EXTEND. The Authority shall have the option to extend the term hereof for two (2) additional (1) one-year periods, upon (60) days written notice prior to the end of the then expiring term and any extension thereof. This agreement may be extended in additional one (1) year terms by mutual agreement of the parties.
4. COMPENSATION. The amount of compensation payable by the Authority to Contractor shall be based on the rates and schedules described in Exhibit "B" attached hereto and made a part hereof. Unless otherwise specifically provided in Exhibit "B", payment shall be made within thirty (30) days after receipt of Contractor's invoice, which shall be accompanied by sufficient supporting documentation and contain sufficient detail to allow a proper audit of expenditures should the Authority require one to be performed.
5. COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS. Contractor shall, in its performance of this Agreement, comply fully with all federal, state, county and other municipal laws and regulations, as they may be amended from time to time.
6. INDEMNIFICATION. Contractor shall indemnify, defend and hold harmless the Authority, its partners, officers, directors, shareholders, employees and agents (collectively referred to as "Indemnities") and each of them from and against all loss, costs, penalties, fines,

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

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

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

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

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

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

Contractor be unable to fulfill the Contract requirements, the Authority reserves the right to make alternative arrangements to insure the satisfactory completion of work Contractor is unable to perform the required duties. Any costs, provided those costs would have been covered under the contract, incurred by the Authority as a result of such job action shall be the responsibility of the Contractor.

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

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

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

To Authority:

Leon County Research and Development Authority  
Attention: Executive Director  
1736 West Paul Dirac Drive  
Tallahassee, FL 32310

To Contractor:

Parker Services Air Conditioning and Heating  
1600 Mill St.  
Tallahassee, FL 32310

13. MISCELLANEOUS

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

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

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

**THE CONTRACTOR**

Parker Services, Inc.,  
a State of Florida Corporation

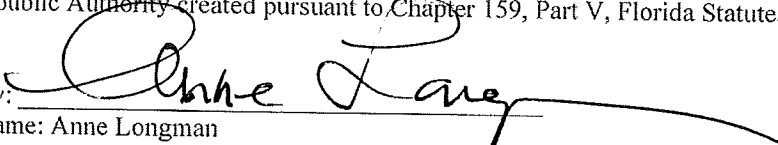
By: 

Name: Brian Moore

Title: Service Manager

**THE AUTHORITY**

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

By: 

Name: Anne Longman

Title: Chair

**EXHIBIT A**  
**SCOPE OF SERVICES**  
**HVAC PREVENTATIVE MAINTENANCE & REPAIR SERVICES**  
**AT INNOVATION PARK**

**1. INTENT**

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

**2. LABOR AND MATERIALS**

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

**3. INDEPENDENT CONTRACTORS**

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

**4. SAFETY**

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

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

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

**5. PERSONNEL**

a. Contract Manager

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



The contract manager will receive notices, reports, or requests for service from the Property Manager of the Authority or her representative, (herein after referred to as the “Property Manager”) and shall be available at all times when the contract work is in progress. It is the policy of the Authority that Authority direction or supervision of Contractor’s employees, directly or indirectly, shall not be exercised.

b. Employees

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

**6. ACCESS TO LOCATIONS**

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

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

**7. INVOICING**

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

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

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

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

**8. CONTRACTOR CLIENT MANAGER**

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

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

**9. MATERIAL SAFETY DATA SHEET**

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

**10. INVENTORY**

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

**11. PREVENTATIVE MAINTENANCE SERVICES**

The Contractor shall furnish all air filters, belts, lubricants, condensate pan tablets quarterly at no additional cost. All other replacement parts shall be procured according to the “REPAIRS” provisions in these specifications. All repairs during inspections in excess of \$250.00 will require the prior approval of the Authority’s Property Manager or designee. This contract will cover all HVAC equipment maintained by the Authority in the below listed buildings.

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

**a. Quarterly Preventative Maintenance Services**

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

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

**b. Other Preventative Maintenance Services**

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

**12. REPAIRS**

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

**13. RESPONSE TIME**

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

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

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

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

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

#### 14. DEFINITION OF REGULAR AND OVERTIME HOURS

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

#### 15. TIME AND MATERIAL WORK

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

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

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

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

#### 16. HOURLY LABOR RATE

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

#### 17. MATERIALS

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

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

#### 18. REPORT PROCEDURE

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

#### 19. SERVICE TAG

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

#### 20. FAULTY MATERIALS

The contractor shall take full responsibility for faulty materials and shall remedy all defects due thereto, at no additional cost to Authority, and pay any damage to other resulting there from, which

shall appear within one (1) year. The Authority shall give notice of observed defects with reasonable promptness.

**21. PERMITS**

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

**22. SUBCONTRACTING**

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

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## EXHIBIT B COMPENSATION

The Contract shall be paid based upon the scope of work and total number of service visits outlined in Exhibit A. The below costs are based on servicing those units attached hereto as Exhibit D. Additional Services to be billed separately based on the rates set forth below for HVAC Repair Services.

	PROPERTY NAME	PROPERTY ADDRESS	TOTAL ANNUAL COST	¼'LY COST FOR MAINTENANCE (TOTAL ANNUAL COST ÷ 4)
1	Collins Building	2051 E Paul Dirac Dr	3,392.00	848.00
2	Knight Administration Centre	1736 W Paul Dirac Dr	636.00	159.00
3	Johnson	2035 E Paul Dirac Dr	4,516.00	1,129.00
4	Morgan	2035 E Paul Dirac Dr	1,816.00	454.00
5	Phipps	2007 E Paul Dirac Dr	1,212.00	303.00
	<b>TOTAL</b>		<b>11,572.00</b>	<b>2,893.00</b>

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

### HVAC REPAIR SERVICES

**a. Hourly Rates**

**Foreman/Journeyman**

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

\$85.00 Per Hour

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

\$125.00 Per Hour

**b. Materials/Equipment Cost Plus \_\_\_\_\_% (\_\_\_\_\_ percent)**

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

### RENEWAL PERIOD COMPENSATION

Compensation for the additional renewal term shall be the same as the original term.

## EXHIBIT C INSURANCE

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

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

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# Leon County Research and Development Authority

## Policy No. 11-3

Title: Purchasing Policy  
Date Adopted: May 10, 2011  
Date Revised: April 6, 2017  
Effective Date: April 6, 2017

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### 1. PURPOSE

The purpose of Policy No. 11-3, “Purchasing Policy” is to provide guidelines for the purchases of goods and/or services made by or on behalf of the Leon County Research and Development Authority (hereinafter referred to as the “Authority”). Purchases not explicitly covered in these guidelines are to be approved in advance by the Board of Governors (hereinafter referred to as the “Board”).

### 2. SCOPE

This policy applies to:

- a. The Executive Director and other authorized employees of the Authority, as well as individuals or organizations contracted to do business and make purchases on behalf of the Authority; all of whom are defined as “agents”.
- b. The Board.

### 3. PURCHASING CATEGORIES

#### a. Construction of Facilities for Lease to the State

The construction of facilities in connection with the lease of space to executive agencies, departments or other political subdivisions of the State shall be competitively bid in accordance with the requirements of state law, including Section 255.2501, Florida Statutes.

**b. Procurement of Professional Audit Services**

The procurement of professional auditing service as required in Section 218.39, Florida Statutes, shall be procured in compliance with the requirements of Section 218.291, Florida Statutes.

**c. Emergency Purchases**

In the event of an accident or emergency that threatens the safety, financial viability or a substantial loss to the Authority, as determined to exist by the agent and the Chair of the Board, in their reasonable discretion, purchases in any amount may be made by the agent without compliance with the guidelines described above. In making purchases in such an emergency situation, the agent shall, in his or her reasonable discretion, obtain the highest quality goods and services at the lowest cost. Any purchase made pursuant to this paragraph shall be immediately reported in writing to the Board.

**d. Sole Sources**

In the event the Board makes a written determination that a particular good or service, or aggregate thereof, is only available from a single source, such item(s) may be purchased from such source without further compliance with these guidelines.

**e. Board Contract Approval Only**

The following contracts, or acquisitions of goods or services, require contracts and acquisitions authorized and approved by the Board without further compliance with these guidelines:

- i. Goods and services acquired through participation in a cooperative purchasing agreement with one or more public entities or pursuant to Chapters 255 and 287 Florida Statutes; or
- ii. Purchases pursuant to grant requirements;
- iii. A project where the contractor or builder has been selected by the Authority's tenant and use of such contractor or builder is a condition of the tenancy if:
  - 1) The estimated costs of construction are reviewed by an architect, if appropriate, selected by the tenant or its agent and such architect certified in writing that such costs are competitive in the market place; and
  - 2) The tenant or contractor or builder is legally obligated for the complete and total repayment of any debt incurred by the Authority in connection with such a project.

- iv. Budgeted grants awarded by the Authority where grantee is determined by an independent panel of judges following a formal selection process;
- v. Insurance procured in accordance with a Broker Agreement with the Authority;
- vi. Changes, amendments or change orders to existing contracts that cumulatively do not exceed 25% of the original contracted value.

**f. All Other Purchases: Dollar Value Categories**

All other purchases shall be based on the dollar value of the purchase. The dollar value of a purchase will be based on the actual or estimated fixed cost of the goods or services for the full term of the agreement. The cost of renewal and option periods is not included in the total dollar value of the purchase if renewal and option periods are at the option of the Authority, or by mutual agreement of the parties. All purchase amounts must be provided for within the current or next fiscal year (where the purchase falls within the next fiscal year) annual budget approved by the Board; if not, then approval of the Board must be granted prior to procurement.

**i. Not a fixed dollar amount**

Purchases of goods or services not based on a fixed dollar amount, such as commission based or fee for service based on a rate schedule shall be procured as follows:

- 1) General Counsel and Real Estate Broker Services, not based on a fixed dollar amount, shall be competitively procured in accordance with section 3.f.ii.(4) below regardless of the expected dollar value of the services.
- 2) All other goods and services procured, not based on a fixed dollar amount and where the amount cannot be reasonably estimated, shall be procured in accordance with the direction provided by the Board.

**ii. Fixed dollar amount**

- 1) Purchases: \$2,500 or Less

For the purchase of goods or services that cost \$2,500 or less, the agent shall, in his or her reasonable discretion, obtain the best quality goods or services at the lowest total cost.

The Executive Director is authorized to execute all contracts required for purchases pursuant to this paragraph.

- 2) Purchases: \$2,501 to \$10,000

For the purchase of goods or services that cost more than \$2,500, up to and including \$10,000, the agent shall obtain written quotes, from at least three different vendors, for the cost of providing the relevant goods and services. The Executive Director shall, in his or her reasonable discretion, obtain the best quality goods or services at the lowest total cost. The Executive Director has the right, to reject all quotes submitted for a specific purchase pursuant to this paragraph. The Executive Director has the right to accept fewer than three quotes where, in his or her reasonable discretion, legitimate attempts have been made to receive additional quotes, additional vendors are not willing or able to provide a quote(s), and the quote(s) received are reasonable. The Executive Director is authorized to execute all contracts required for purchases pursuant to this paragraph.

3) Purchases: \$10,001 to \$50,000

For the purchase of goods or services that cost more than \$10,000 and up to and including \$50,000, the agent shall endeavor to obtain informal bids, from at least three different vendors, for the cost of providing the relevant goods and services. Informal bids do not require a public notice of intent or formal request for proposal, although specifications for the goods or services to be provided shall be clearly defined, and provided to all solicited bidders. The agent shall solicit informal bids from the vendors that, in the agent's reasonable discretion, will provide the highest quality goods and services at the lowest cost. The Board shall authorize the purchase from the vendor that the Board, in its sound discretion, believes will provide the highest quality goods and services at the lowest cost. The Board has the right, in its sole discretion, to reject all informal bids submitted for a specific purchase pursuant to this paragraph. The Board has the right to accept fewer than three informal bids where, in its judgment, it is in the Authority's best interest to do so. Only the Chair of the Board is authorized to execute contracts required for purchases pursuant to this paragraph.

4) Purchases: More than \$50,000

The purchase of goods or services that cost more than \$50,000 shall require prior approval of the Board. Except as otherwise specified in section 3 herein, the Board shall obtain such purchases through competitive procurement. The agent shall draft the appropriate notice of intent to procure the goods or services, and draft the formal request for proposals which shall contain specifications of the specific goods or service to be purchased, as well as the selection process and criteria to be used for the procurement.

The notice of intent and request for proposals shall be approved by the Board. The notice of intent shall then be published in a local newspaper of general circulation approved for legal publication at least once, and posted on the Authority's website at least 20 days before proposals are due. The agent shall endeavor to obtain proposals from at least three different vendors. The Board shall award the contract to the vendor, which the Board, in its reasonable discretion, best meets the criteria contained in the procurement. The Board has the right, in its sole discretion, to reject all proposals submitted for a specific purchase pursuant to this paragraph. The Board has the right to accept fewer than three proposals where, in its judgement, it is in the Authority's best interest to do so. Only the Chair of the Board is authorized to execute contracts required for purchases pursuant this paragraph.

#### **4. Preferences: Local Business, and Disadvantaged Businesses Enterprises**

The Authority shall develop policies and procedures for supporting local and disadvantage business enterprises in its procurement practices.

#### **5. Contracts**

##### **a. Contract Execution**

The Contracts for purchases of goods and services shall only be executed by the Chair of the Board, unless otherwise authorized herein. The Executive Director may authorize and execute the extension and/or renewal of any contract procured under his or her authority granted herein subject to section 4.b. below.

##### **b. Term, Extensions/Renewals**

Without prior approval of the Board, the contact term shall be for no more than one year. Contracts may provide for up to two additional one-year extensions. The contracts and performance of vendors retained by the Authority shall be re-procured at least every three years, unless otherwise directed by the Board.

##### **c. Equal Opportunity Provisions**

Each contract or agreement for the purchase of goods or services shall include the following Equal Opportunity provision: "During the performance of this Agreement, the (vendor) (contractor) (service provider) (other) agrees not to discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin."

**d. Purchases without a contract**

This policy does not preclude the purchase of goods or services without a contract. Contracts are required for purchases where the goods or services will be provided over a future period of time greater than 60 days. One-time purchases of goods or services to be provided within a 60-day future period of time, or on a month-to-month basis, may not require a contract. The Executive Director shall exercise his or her reasonable discretion in the need for a contract for the purchase of goods or services.

**6. Standards of Conduct**

Agents, in the conduct of purchasing of goods and services on behalf of the Authority, shall comply with all applicable Section 112.313, Florida Statutes. No agent shall participate in the conduct of purchasing goods or services where the agent has a conflict of interest, or receives any personal benefit from the purchase of goods or services. The agent shall not accept any gifts or any other form of inducement that would influence the decision of the agent in the conduct of the purchasing goods or services on behalf of the Authority.

# Leon County Research and Development Authority

## Policy No. 11-15

Title: Credit Card Policy

Date Adopted: December 6, 2011

Effective Date: December 6, 2011

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### 1. PURPOSE

The purpose of Policy No. 11-15, "Credit Card Policy" is to facilitate purchases necessary for the efficient operations of the Leon County Research and Development Authority ("the Authority").

### 2. POLICY

- a. The Authority's ~~Board of Governors~~ Executive Director shall approve the issuance of ~~the~~ credit cards in coordination with the Authority's Accountant, except for the Executive Director's credit card which shall be approved by the Board of Governors. The Accountant will receive the monthly credit card statements and review against the receipts submitted by the cardholders.
- b. The credit card shall not impact the cardholder's personal credit references. The Authority issued credit card is an Authority liability card, not a personal liability card.
- c. Cardholders to whom credit cards are issued for Authority purchases shall be responsible for the protection and custody of the credit card. The cardholder to whom credit cards are issued shall immediately notify the financial institution ~~who~~ which issued the card, their supervisor, and the Accountant if it is lost or stolen. Cardholders shall not knowingly post or otherwise make publicly available credit card data that could potentially result in fraud or unauthorized charges.
- d. All purchases will be made in compliance with the Authority's Policy 11-03, Purchasing Policy.
- e. The credit cards shall only be used for the purchases of goods, services, and travel that pertain to the official business of the Authority.
  - i. The credit cards shall not be used for personal use, cash advances, or other merchant category exclusions (i.e., alcoholic beverages, tobacco products, etc.).

- ii. Credit cards shall not be used for the purchase of meals when the traveler expects to claim established meal allowances.
- f. The Executive Director, in consultation with the Authority's Accountant, shall be responsible for monitoring, retrieving, and overseeing compliance with this Credit Card Policy.
- g. Each cardholder shall have an authorized maximum limit, as set by the Executive Director, of not more than \$5,000.
  - i. If a cardholder experiences a denial when using the credit card, the cardholder shall notify the bank who issued the card as well as the Authority's Accountant immediately with details of the denial. Such details shall include, but not be limited to, vendor or merchant name, date, time and details of transaction, and dollar amount. The Accountant shall investigate the denial.
  - ii. The Accountant shall maintain a list of available credit cards for all cardholders, which shall include the credit limit of each card, as well as outstanding balances, due dates, purchases, returns, or other credits. This list shall be maintained in a timely fashion and shall be open to the Authority's Board of Governors' inspection upon request.
  - iii. The Authority's Accountant ~~Treasurer~~ shall review the Executive Director's credit card usage monthly, and notify the Authority's Treasurer of any activity which does not comply with this policy. ~~quarterly.~~
- h. Credit card transactions are authorized for the following methods of acquisition:
  - i. In person: the cardholder shall present the credit card for purchases of goods and services. The cardholder shall obtain a receipt for all purchases and credits, and submit the receipt to the Accountant for reconciliation with the credit card invoice.
  - ii. Via telephone or mail order: the cardholder shall provide the vendor or merchant with the credit card number, expiration date, and other pertinent data necessary to complete the transaction. The cardholder shall take necessary precautions to ensure that the transaction is valid prior to providing pertinent credit card data. The cardholder shall properly document the transaction submit packing slips or other documentation to the Accountant for reconciliation with the credit card invoice.
  - iii. Via the Internet: the cardholder shall provide the vendor or merchant with the credit card number, expiration date, and other pertinent data necessary to complete the transaction. The cardholder shall take necessary precautions to ensure that the transaction is valid prior to providing pertinent credit card data. The cardholder shall properly document the transaction with a packing slip, hard



copy screen printouts, and/or other document, and this documentation shall be submitted to the Accountant for reconciliation with the credit card invoice.

- i. Documentation detailing the goods, services, and travel purchased with the credit cards shall be required for all transactions. Adequate documentation shall consist of, but not be limited to, original sales receipts, and credit slips. The cardholder and Executive Director shall both approve the credit card statements for processing by the Accountant. The Authority shall not approve payment of credit card invoices without adequate documentation.
- j. Unauthorized personal charges shall be immediately repaid to the Authority by the cardholder. Any subsequent unauthorized personal charges ~~shall~~ may result in loss of credit card privileges and may result in disciplinary action.
- k. The Executive Director shall review and ~~recommend approval~~ approve or ~~denial of~~ credit card invoices prior to submission to the Accountant for payment. ~~The Chair, or if the Chair is not available the Vice-Chair or Treasurer, of the Board will review and recommend approval or denial of credit card purchases made by or on behalf of the Executive Director.~~
- l. Cardholders to whom credit cards are issued for Authority purchases shall immediately surrender all Authority credit cards upon termination of employment or layoff from active work status or at the request of the Board.
- m. Any cardholder of the Authority who violates the provisions of this Credit Card Policy 11-15 shall be subject to disciplinary action, up to and including discharge and/or civil or criminal action.