Leon County Research and Development Authority Board of Governors Meeting

Collins Building 2051 East Paul Dirac Drive Tallahassee, FL 32310

> December 1, 2020 11:00am to 1:30pm

Agenda

- 1. Call to Order
- 2. Introduction of Guests
- 3. Modifications to the Agenda
- 4. Public Comment

Any public comment received prior to the meeting will be provided to the Board members in addition to any in-person public comment.

- 5. Approval of Draft Meeting Minutes, August 4, 2020 (Attachment A)
- 6. Consent Agenda
 - a. Treasurer's Report (Attachment B)
 - b. Monthly Financial Reports
 - i. September 2020 *Link: https://innovation-park.com/wp-content/uploads/2020/10/09.20-Monthly-Report-Innovation-Park.pdf*
 - ii. October 2020 Link: https://innovation-park.com/wp-content/uploads/2020/11/10.20-Monthly-Report-Innovation-Park.pdf
 - c. Investment Reports (Attachments C1, C2)
 - i. September 2020
 - ii. October 2020
 - d. Audit Committee Meeting Report, November 9, 2020 (Attachment D)
 - e. Executive Committee Meeting Report, November 17, 2020 (Attachment E)
 - f. Audit Engagement Letter (*Attachment F*)

The Executive Committee requests ratification of its approval of the Audit Engagement Letter executed by the Audit Committee Chair and acknowledged by the Executive Director.

g. TechGrant Award Agreements (Attachments G1, G2)

The Executive Committee requests ratification of its approval of 2020 Technology Commercialization Grant Program Letters of Agreement with WeatherTiger, LLC for \$15,000, and Nhu Energy, Inc. for \$10,000.

The awards were determined based on the TechGrant application and judging process by 5 independent judges and final pitches made during the Elevator Pitch Event held on October 21, 2020.

h. Incubator Project Architectural/Engineering Professional Services RFQ 2020-01 (*Attachments H1-H3*)

The Executive Committee requests ratification of its approval of RFQ 2020-01 for the procurement of Architectural/Engineering Professional Services for the design and other services related to the construction of the new North Florida Innovation Labs building.

--- END CONSENT AGENDA ---

7. Tech Grant 2021

Staff requests Board's guidance regarding its desire to proceed with 2021 Tech Grant funding of \$25,000 given current budget constraints. Options to consider include:

- a. Host as planned in May, 2021
- b. Delay payout until October, 2021 with application process beginning in March, 2021.
- c. Cancel program for 2021
- d. Other Board ideas
- 8. Florida Department of Transportation (FDOT)-Phipps Building Lease Extension Modification Proposal (Attachment I)

The lease between the Authority and FDOT expires September 30, 2022 with an option for FDOT to extend the lease for 5 years at \$2.00 per square foot resulting in a loss of approximately \$100,000 per year in rent for 5 years. The extension would require FDOT to assume maintenance expenses and pay CAM fees. See the attached analysis for details.

The Executive Director requests approval of a proposal, effective at the end of the current term, to change the lease extension to 15 years, adjust the rate to \$7.15257 per square foot, and keep all other terms as exist during the current term with the Authority responsible for some maintenance costs and FDOT not responsible for paying CAM charges. Final terms of the lease amendment will be presented to the Board for approval.

- 9. Airport Gateway Project Update Kevin Graham
- 10. North Florida Innovation Labs Building Update Ron Miller
- 11. Chair's Report
- 12. Staff Reports
 - a. Executive Director (Attachment J1)
 - b. Director of Entrepreneurship (Attachment J2)
 - c. Director of Marketing & Engagement (Attachment J3)
 - d. Property Manager (Attachment J4)
- 13. New Business

UPCOMING MEETINGS AND EVENTS

RFQ 2020-01

Evaluation Committee Short-List Meeting

Thursday, December 10, 2020

Time: TBD

Executive Committee Meeting

Tuesday, January 19, 2021 11:00am – 1:00pm

RFQ 2020-01

Evaluation Committee Interview Meeting

Thursday, December 17, 2020

Time: TBD

Board of Governors Meeting

Thursday, February 4, 2021 11:00am – 1:30pm

Leon County Research and Development Authority Board of Governors Meeting

This meeting will be held via teleconference in accordance with Fla. Exec. Order No. 20-69 as extended by the Governor of Florida

October 1, 2020 11:00am to 1:30pm

DRAFT Minutes

Members in Attendance: Kimberly Moore, Eric Holmes, Dave Ramsay, Tom Allen, Ray Bye, Keith Bowers, John Dailey, Kristin Dozier, Shawnta Friday-Stroud, Sonjoy Goswami, Anne Longman.

Members Not in Attendance: None.

Guests: April Salter; Tony Carvajal, Carvajal Consulting & Management; Melissa VanSickle, Nelson Mullins Broad & Cassel; Stephanie Shoulet, NAI Talcor; Ron Miller, Michael Tentnowski, Naomi Molina, Peggy Bielby, LCRDA Staff.

1. Call to Order

The meeting was called to order at 11:01am.

2. Introduction of Guests and New Board of Governor Members

Returning Board member Tom Allen, and reappointed members Sonjoy Goswami and Dave Ramsay, were introduced and welcomed for four-year terms ending Sept. 30, 2024.

3. April Salter Recognition

The Board recognized retiring Board member April Salter and thanked her for her service.

4. Modifications to the Agenda

Ron Miller asked that the annual attendance report be added to the consent agenda.

5. Public Comment

None.

6. Approval of Draft Meeting Minutes

- a. August 4, 2020
- b. September 18, 2020

Ray Bye offered a motion to approve the Board of Governors meeting minutes for August 4, 2020 and September 18, 2020. Keith Bowers seconded the motion which passed unanimously.

7. Consent Agenda

- a. Treasurer's Report
- b. Monthly Financial Reports
 - i. July 2020
 - ii. August 2020
- c. Investment Reports

- i. July 2020
- ii. August 2020

d. Budget Committee Meeting Report

Kristin Dozier offered a motion to approve the consent agenda as amended. Keith Bowers seconded the motion which passed unanimously

8. Incubator Development and Marketing Next Steps

Staff updated the Board regarding next steps in the development and marketing of the North Florida Innovation Labs Incubator following the award of the Economic Development Administration \$10.2 million grant. Ron Miller provided an update on the incubator design and construction, Michael Tentnowski reported on his plan for prospecting, operations, programs, and funding. Naomi Molina reviewed the 30-month incubator marketing plan.

9. Property & Casualty Insurance Renewal

Staff requested approval of Brown and Brown's proposal to renew property & casualty insurance with incumbent carriers at a total annual premium of \$59,085.03, an increase of \$3,145.53 (5.6%) over the prior year and reflects impact of hurricanes, and changes in insurance market conditions. The renewal policies are under the same terms and conditions. Consistent with the broker agreement the broker sought proposals from competing carriers this year—that information is attached to the proposal. Ray Bye offered a motion to approve the Brown and Brown renewal proposal. Tom Allen seconded the motion which passed unanimously.

10. Executive Director Annual review

The Employment Agreement with the Executive Director, as amended in 2015, requires "On or before September 30th of each subsequent year, throughout the term of this agreement, the Authority will conduct an evaluation of the Employee's performance"; and, "On or before September 30th of each subsequent year, The Board of Governors shall provide adjustments to the Base Salary, based upon the Employee's performance evaluation and completion of goals and objectives, as set forth annually in advance and in writing by the Board of Governors, and agreed to by the Parties." A summary of Board member evaluations and a salary history are provided in the attachments. The 2019 Compensation Committee's "Conclusions and Recommendations" to the Board concluded the "Executive Director's compensation is in line with AURP salary range \$75,000 to \$174,999 considering similar geographic location, population and budget." The Compensation Committee is scheduled to meet every two years and will meet again in 2021.

After discussion the Board asked that when it meets again, the Compensation Committee look at revising the evaluation form to ensure that the Board can offer meaningful insight to the ED's effectiveness in all areas of the evaluation where it makes sense for it to do so (for example the Staffing and Supervision section).

Ray Bye offered a motion to accept the evaluation report as presented, and to take it back to the Executive Committee for a salary modification recommendation. Keith Bowers seconded the motion which passed unanimously.

Dave Ramsay offered a motion to delegate authority to the Executive Committee to review the evaluation and make salary adjustment as it determines appropriate, with any adjustment retroactive to October 1, 2020. Eric Holmes seconded the motion which passed unanimously.

11. Budget

The Budget Committee requested ratification of its approval of the draft budget for fiscal year 2020-21 including recommended expenses necessary to address one half to the deferred maintenance expenses during the budget year. The attached narrative explains any significant changes to the budget from prior years.

Ron Miller noted the supplemental budget information as a result of the FSU Anthropology's decision not to renew its Johnson Building lease expiring July 31, 2021. He reviewed the list of deferred maintenance projects schedule to be addressed for the next two years.

Kristin Dozier offered a motion to ratify the Budget Committee's approval of the budget as revised by the supplemental information. Ray Bye seconded the motion which passed unanimously.

12. Innovation Park Tallahassee, Inc. (IPTLH) Board Appointments

According to the IPTLH Bylaws, the Authority's Board has the right to appoint the majority of the IPTLH Board of Directors. As their terms as officers of the Authority ended September 30, 2020, staff recommended Eric Holmes and April Salter resign from the IPTLH Board and that the new Authority officers Kevin Graham and Sonjoy Goswami be appointed to the IPTLH Board. Kimberly Moore will remain in her appointment to the IPTLH Board of Directors.

Ray Bye offered a motion to accept the resignations and appoint Kevin Graham and Sonjoy Goswami to the IPTLH, Inc. Board of Directors. Tom Allen seconded the motion which passed unanimously.

13. Strategic Plan Discussion

The Board will continue its discussion of the strategic plan including approval of the revised Mission/Vision statements, conclusions from the special board of governor's meeting conversation, and strategic priorities.

Tony Carvajal provided an overview of the strategic planning report and SWOT analysis and led a discussion of priorities for focus. The Board agreed that the top two priorities are cash flow sustainability and the incubator.

14. Chair's Report

Kimberly Moore noted that strategic conversations will continue, and the planning is dynamic and will continue to develop.

15. Staff Reports

- a. Executive Director Ron Miller had nothing to add to his previous discussion.
- b. Director of Entrepreneurship Michael Tentnowski noted the attached report included all relevant information.
- c. Director of Marketing & Engagement Naomi Molina reported that Tech Topics on Sept. 22 was well attended; the next one is Nov. 17. Tech Grant is virtual on Oct 21.
- d. Property Manager Stephanie Shoulet reported on occupancy and non-routine repairs and maintenance.

16. New Business

None.

17. Adjourn

The meeting adjourned at 1:19pm.

UPCOMING MEETINGS AND EVENTS

TechGrant Pitch Competition

Wednesday, October 21, 2020 Look for more info coming soon

Executive Committee Meeting

Tuesday, November 17, 2020 12:30pm – 2:30pp **Tech Topics**

Tuesday, November 17, 2020 11:00am – 12:00pm

Board of Governors Meeting

Tuesday, December 1, 2020 11:00am – 1:30pm

Leon County Research and Development Authority Treasurer's Report

December 1, 2020

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

Note: Balances are prior to any GASB 68 or audit adjustments (if any)

For the months ending 9/30/2020 10/31/2020 and the year-to-date through 9/30/2020 12 months thru

1) Balance Sheet

	Increase/ (Decrease)			crease)
Changes for the month:		9/30/2020	_	10/31/2020
Operating cash ¹	\$	(9,528)	\$	(62,265)
Receivables ²	\$	12,965	\$	3,728
Property	\$	(182)	\$	1,029
Accumulated depreciation and amortization	\$	(35,765)	\$	(23,852)
Investments	\$	4,946	\$	4,401
Total assets	\$	(28,792)	\$	(56,633)
Total liabilities	\$	26,185	\$	(10,288)
Total capital	\$	(54,978)	\$	(46,345)

^{1.} 10/20 Prepaid Insurance \$23k, TechGrant awards \$25k

2) Income Statement

	<u>YTD</u>			Mo	nth	th	
	<u>9/</u>	/30/2020		9/30/2020		10/31/2020	
Interest income	\$	74,376	\$	4,478	\$	4,021	
Net operating income (loss) ¹ (before depreciation & amort.)	\$	50,317	\$	(19,213)	\$	(22,493)	
Less: Depreciation & amort.		(286,227) (235,909)	¢	(35,765) (54,978)	ф	(23,852)	
Net income (loss)	Ф	(235,909)	Ф	(34,976)	Ф	(46,345)	

^{1.} 9/20 Employee benefits accrual \$11k, Press conference \$2k, R&M: HVAC 5k, Pressure Wash \$2k, Trees \$2k; 10/20 Tech Grant Award \$25k

3) Cash Flow Statement

Operating Cash	า			
		9/30/2020	-	10/31/2020
Beginning balance	\$	284,561	\$	275,033
Net change		(9,528)		(62,265)
Ending balance	\$	275,033	\$	212,768

Operating cash is adequate to meet current cash disbursement needs.

^{2.} Normal working capital fluctuations

Leon County Research and Development Authority Treasurer's Report

December 1, 2020

4) Budget Comparison Statement

a) Revenues:

Revenue Variances Year-to-Date thru: 9/30/2020	
Actual	\$ 977,809
Budgeted	980,133
Variance Favorable (Unfavorable)	\$ (2,324)

Variance breakdown:	
Rent	\$ 2,500
Interest income ¹	(22,462)
EEP program revenue ²	(2,400)
Other program and grant revenue ³	17,305
All other	 2,734
Variance Favorable (Unfavorable)	\$ (2,324)

^{1.} Falling interest rates

b) Operating Expenses (before Depreciation and Amortization):

gertaing Expenses (before Depresiduent and Amerization).	
Operating Expenses Year-to-Date thru: 9/30/2020	
Budgeted	\$ 1,010,506
Actual	 927,492
Variance Favorable (Unfavorable)	\$ 83,014
Operating Expense Variances	avorable/
Operating Expense Variances Year-to-Date thru: 9/30/2020	avorable/ nfavorable)

Utilities ² 5,438
Repairs/Maintenance ³ (12,352)
Cleaning & Improvements ⁴ 16,619
Services ⁵ 4,486
Property Administration ⁶ 70,916
Total Favorable (Unfavorable) Variance \$83,014

^{2.} Program not held (corresponding reduction in expenses)

^{3.} DOMI \$15k

^{1.} Time w/o Director of Programs and communications 8k; Employee Benefits Accrual (\$11k)

^{2.} Reduced occupancy due to COVID-19

^{3.} Trail furniture (5.5k); HVAC repairs (10.8k)

⁴ NPS Painting deferred until next Fiscal Year \$16k

⁵ Timing of services to be provided; some savings due to Covid related service reductions

^{6.} TechGrant Awards moved to next FY 25k, Professional Fees 17k; Travel 8.6k; Marketing/PR 4.5k; Other Program Expense 11.2k; EEP 2k

LEON COUNTY RESEARCH AND DEVELOPMENT AUTHORITY

INVESTMENT PORTFOLIO

For period ending September 30, 2020

For the Month:

SECURITY OWNED	BALANCE BOM	EARNINGS	ADDITIONS	DEDUCTIONS	BALANCE EOM	YIELD
FL PRIME	\$ 1,371,904.81	\$ 370.15	\$ -	\$ -	\$ 1,372,274.96	0.328%
SPIA	2,339,919.36	4,057.43	-	-	2,343,976.79	2.117%
	\$ 3,711,824.17	\$ 4,427.58	\$ -	\$ -	\$ 3,716,251.75	1.451%
For the Fiscal Year Begin	ning October 1:					
SECURITY OWNED	BALANCE BOP	EARNINGS	ADDITIONS	DEDUCTIONS	BALANCE EOP	YIELD
FL PRIME	\$ 2,644,008.72	\$ 28,266.24	\$ -	\$ 1,300,000.00	\$ 1,372,274.96	1.177%
SPIA	1,099,012.41	44,964.38	1,200,000.00	-	2,343,976.79	2.899%
	\$ 3,743,021.13	\$ 73,230.62	\$ 1,200,000.00	\$ 1,300,000.00	\$ 3,716,251.75	1.946%
SPIA Available Balance	(see security descripti	ion for minimum	balance requireme	nts)	\$ 938,808.41	
Investments Designated					\$ 1,800,000.00	
Undesignated Investmen	nts				\$ 1,916,251.75	

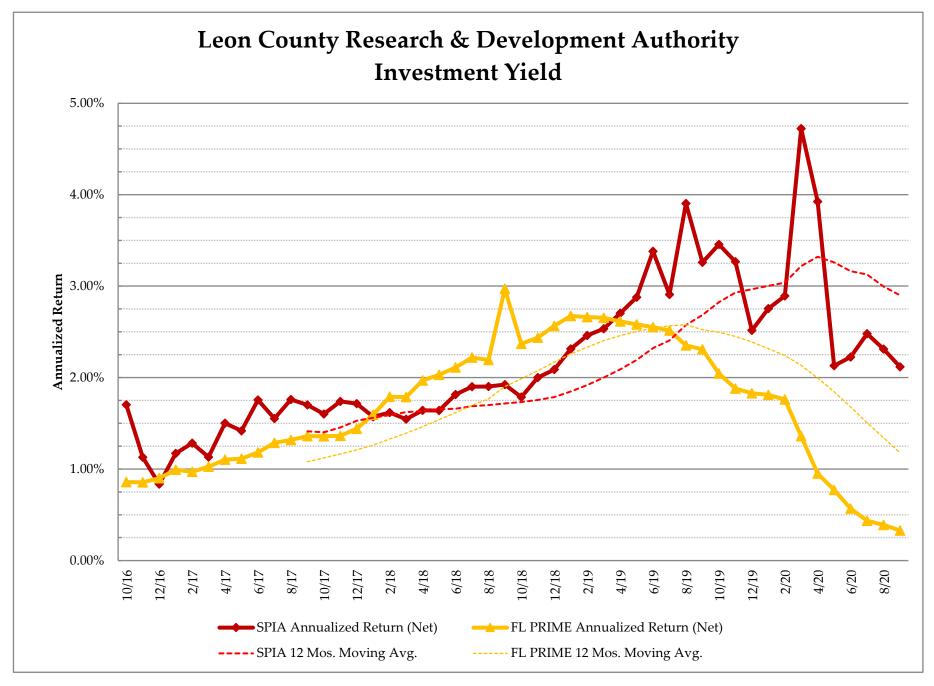
NOTABLE ADDITIONS OR DELETIONS TO ACCOUNTS:

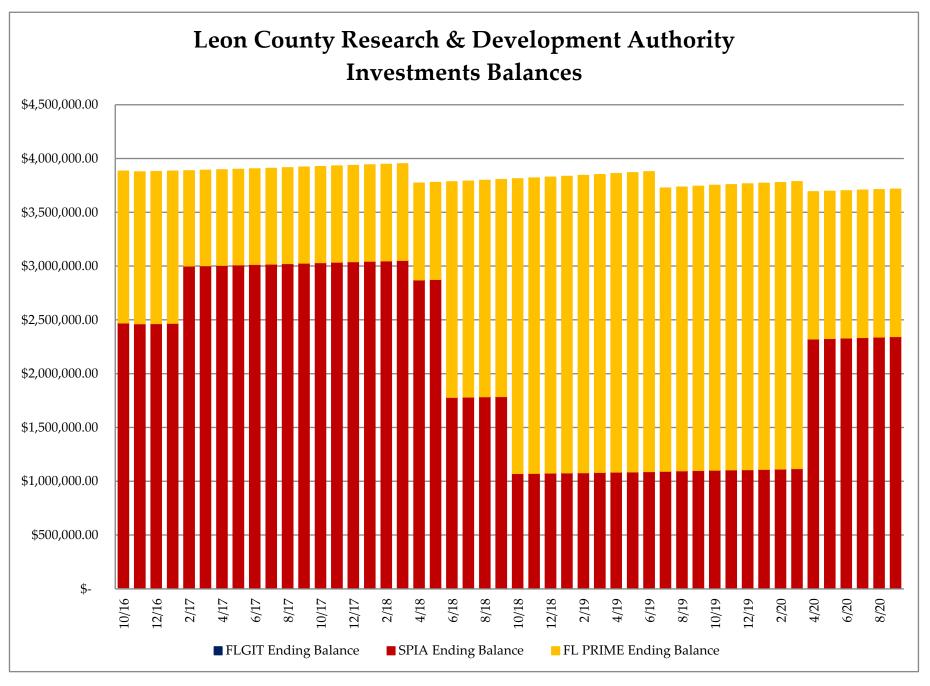
04/2020 Transferred \$1,200,000 from FLPRIME to to SPIA; withdrew \$100k from FLPRIME for operating capital needs.

Note: Security descriptions shown on reverse

SECURITY DESCRIPTIONS:

- FL PRIME SBA Florida Prime The Local Government Surplus Funds Trust Fund (Florida PRIME) was created by an Act of the Florida Legislature in 1977 and currently serves over 800 participants across the state. Invests exclusively in short-term, high-quality fixed-income securities rated in the highest short-term rating category by one or more nationally recognized statistical rating organizations, or securities of comparable quality. Seeks to maintain a \$1.00 value and maintain a weighted average maturity of 60 days or less, with the maximum maturity of any investment limited to 397 days. Rated AAAm by Standard & Poor's, the highest rating available for a local government investment pool. Complies with legislation that requires numerous operational and reporting enhancements, including restating investment objectives to emphasize safety, liquidity and competitive returns with minimization of risks; and providing for enhanced internal controls, transparency and communication. Federated Investors has managed the assets of Florida PRIME to the exact specifications of its investment policies since February 13, 2008.
- SPIA Florida Treasury Special Purpose Investment Trust The Florida State Treasury operates a special investment program for public entities other than the State. This program is authorized in Section 17.61(1), Florida Statutes and is called the Treasury Special Purpose Investment Account (SPIA). that are created by the Florida Constitution or Florida Statutes are eligible to invest in SPIA. Current non-component unit participants, like the Authority, are allowed to stay in the program with capped investment limits and a minimum balance equal to 60% of the previous 3 months average balance. Liquidations in excess of the minimum balance require 6 months' notice. SPIA funds are invested in the same portfolio as Treasury funds, so the pool of funds has a stable base of funds (over 85% of the funds are captive trust funds) not needed for immediate disbursement. These funds are invested in a combination of short-term liquid instruments and intermediate-term fixed income securities. This "barbell" investment strategy, along with incremental income produced by securities lending, has the ability to return higher yields than a typical money market fund. Participants have the ability to invest and obtain fund withdrawals same day with an 11:00 a.m. deadline for notifying the Treasury. The SPIA maintains a credit rating of A+f by Standard & Poor's.





LEON COUNTY RESEARCH AND DEVELOPMENT AUTHORITY

INVESTMENT PORTFOLIO

For period ending October 31, 2020

For the Month:

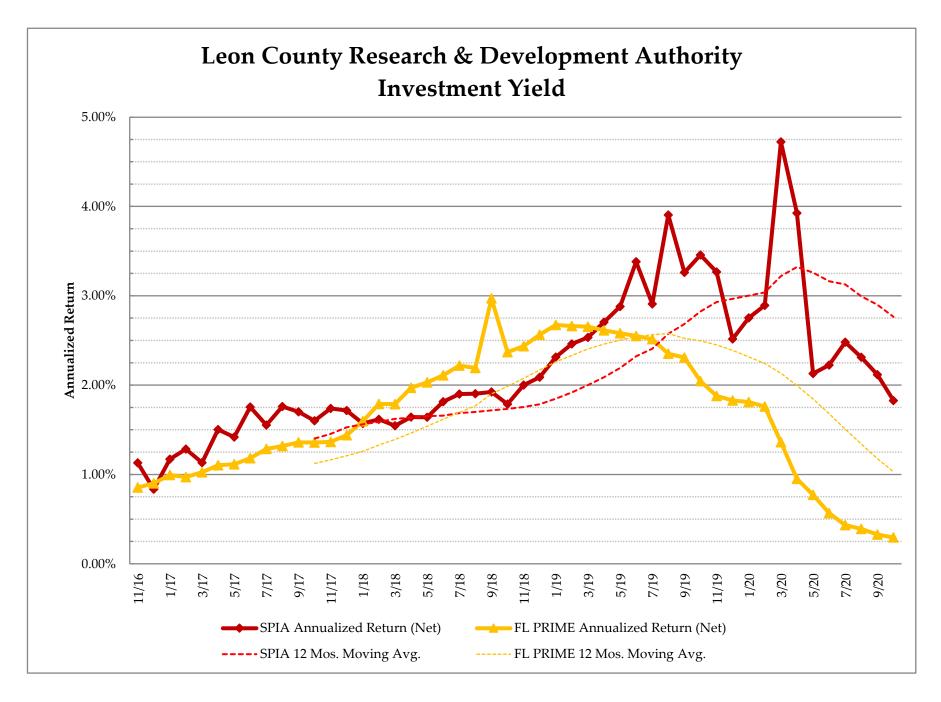
SECURITY OWNED	BALANCE BOM	EARNINGS	<u>ADDITIONS</u>	DEDUCTIONS	BALANCE EOM	YIELD
FL PRIME	\$ 1,372,274.96	\$ 343.57	\$ -	\$ -	\$ 1,372,618.53	0.295%
SPIA	2,343,976.79	3,628.86	-	-	2,347,605.65	1.826%
	\$ 3,716,251.75	\$ 3,972.43	\$ -	\$ -	\$ 3,720,224.18	1.259%
For the Fiscal Year Begin	nning October 1:					
SECURITY OWNED	BALANCE BOP	EARNINGS	<u>ADDITIONS</u>	<u>DEDUCTIONS</u>	BALANCE EOP	YIELD
FL PRIME	\$ 1,372,274.96	\$ 343.57	\$ -	\$ -	\$ 1,372,618.53	0.295%
SPIA	2,343,976.79	3,628.86	-	-	2,347,605.65	1.826%
	\$ 3,716,251.75	\$ 3,972.43	\$ -	\$ -	\$ 3,720,224.18	1.219%
SPIA Available Balance	(see security descript	ion for minimum	balance requireme	nts)	\$ 940,129.90	
Investments Designated Undesignated Investmen					\$ 1,800,000.00 \$ 1,920,224.18	

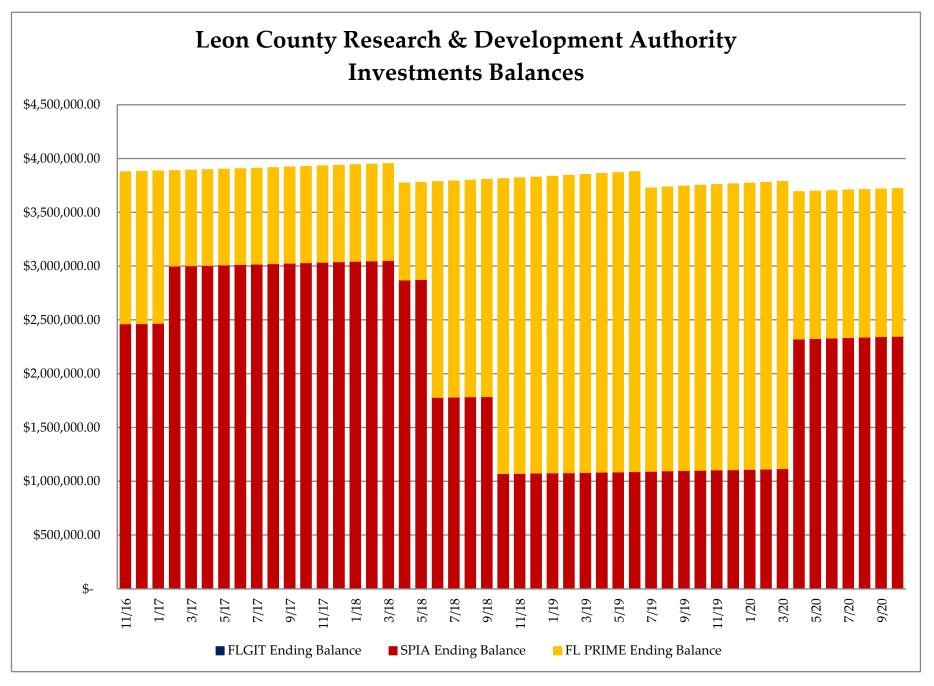
NOTABLE ADDITIONS OR DELETIONS TO ACCOUNTS:

Note: Security descriptions shown on reverse

SECURITY DESCRIPTIONS:

- FL PRIME SBA Florida Prime The Local Government Surplus Funds Trust Fund (Florida PRIME) was created by an Act of the Florida Legislature in 1977 and currently serves over 800 participants across the state. Invests exclusively in short-term, high-quality fixed-income securities rated in the highest short-term rating category by one or more nationally recognized statistical rating organizations, or securities of comparable quality. Seeks to maintain a \$1.00 value and maintain a weighted average maturity of 60 days or less, with the maximum maturity of any investment limited to 397 days. Rated AAAm by Standard & Poor's, the highest rating available for a local government investment pool. Complies with legislation that requires numerous operational and reporting enhancements, including restating investment objectives to emphasize safety, liquidity and competitive returns with minimization of risks; and providing for enhanced internal controls, transparency and communication. Federated Investors has managed the assets of Florida PRIME to the exact specifications of its investment policies since February 13, 2008.
- SPIA Florida Treasury Special Purpose Investment Trust The Florida State Treasury operates a special investment program for public entities other than the State. This program is authorized in Section 17.61(1), Florida Statutes and is called the Treasury Special Purpose Investment Account (SPIA). that are created by the Florida Constitution or Florida Statutes are eligible to invest in SPIA. Current non-component unit participants, like the Authority, are allowed to stay in the program with capped investment limits and a minimum balance equal to 60% of the previous 3 months average balance. Liquidations in excess of the minimum balance require 6 months' notice. SPIA funds are invested in the same portfolio as Treasury funds, so the pool of funds has a stable base of funds (over 85% of the funds are captive trust funds) not needed for immediate disbursement. These funds are invested in a combination of short-term liquid instruments and intermediate-term fixed income securities. This "barbell" investment strategy, along with incremental income produced by securities lending, has the ability to return higher yields than a typical money market fund. Participants have the ability to invest and obtain fund withdrawals same day with an 11:00 a.m. deadline for notifying the Treasury. The SPIA maintains a credit rating of A+f by Standard & Poor's.





Leon County Research and Development Authority Audit Committee Meeting

Collins Building 2051 East Paul Dirac Drive Tallahassee, Florida

November 9, 2020 3:00pm

REPORT

Members in Attendance: Dave Ramsay (Chair), Tom Allen, Kristin Dozier, Eric Holmes (in person), Keith Bowers (via teleconference)

Members Not in Attendance: Sonjoy Goswami

Guests: Kristy Bennett (NAI Talcor); Allison Harrell (Thomas Howell Ferguson, CPA); Ron Miller, Peggy Bielby (LCRDA Staff).

1. Call to Order

Dave Ramsay called the meeting to order at 3:03pm.

2. Agenda Modifications

Ron Miller advised that the Committee Chair requests ratification of his October 29, 2020 approval and execution of the of the 2-year engagement letter consistent with the 2-year extension that was granted in the first amendment to the auditing services agreement amendment executed on March 23, 2020. Eric Holmes offered a motion to modify the agenda accordingly. Kristin Dozier seconded the motion which passed unanimously.

3. Public Comment

None.

4. Approval of the March 12, 2020, Audit Committee meeting minutes

Kristin Dozier offered a motion to approve the March 12, 2020 meeting minutes. Eric Holmes seconded the motion which passed unanimously.

5. Review of Audit Committee Charter

The committee reviewed the audit committee role and responsibilities as set forth in the Audit Committee Charter and found the language and content to be sufficient.

6. Auditors two Year Engagement Letter

After discussion, Tom Allen offered a motion to ratify the Chair's approval and execution of the Audit Engagement Letter on October 29, 2020. Eric Holmes seconded the motion which passed unanimously.

7. Audit Planning Discussion

The committee members and guests acknowledged there were no prior problems to review. They discussed the upcoming audit schedule; a few changes in operations and procedures; noted there were no special audit risks; and discussed potential issues mostly surrounding the FDA grant award. There were no pre-audit concerns identified by the audit committee, staff or auditors.

8. Audit Schedule

The committee reviewed and accepted the Audit Schedule as proposed.

9. New Business

Ron Miller provided an overview and update of the EDA Grant award.

10. Adjourn

The meeting adjourned at 3:51pm.

Next Meeting:

February 2021

Leon County Research and Development Authority Executive Committee Meeting

Collins Building 2051 E Paul Dirac Drive Tallahassee, FL 32310

Tuesday, November 17, 2020 1:30pm – 3:30pm

REPORT

Members in Attendance: Kimberly Moore, Sonjoy Goswami, Kevin Graham (in person), Dave Ramsay (via teleconference).

Members Not in Attendance: None.

Guests: Ron Miller, Michael Tentnowski, Naomi Molina, Peggy Bielby (LCRDA Staff).

1. Call to Order

Kimberly Moore called the meeting to order at 1:34pm.

2. Introduction of Guests

None.

3. Modifications to the Agenda

None.

4. Public Comment

None.

5. Approval of Draft Meeting Minutes, October 16, 2020

Kevin Graham offered a motion to approve the October 16, 2020 meeting minutes. Dave Ramsay seconded the motion which passed unanimously.

6. TechGrant Award Agreements

Chair requests ratification of her approval of 2020 Technology Commercialization Grant Program Letters of Agreement with WeatherTiger, LLC for \$15,000, and Nhu Energy, Inc. for \$10,000. The awards were determined based on the TechGrant application and judging process by 5 independent judges and final pitches made during the Elevator Pitch Event held on October 21, 2020.

Dave Ramsay offered a motion to ratify the Chair's approval of the TechGrant letters of agreement. Kevin Graham seconded the motion which passed unanimously.

7. Audit Engagement Letter

The Audit Committee requests ratification of its approval of the Audit Engagement Letter executed by the Audit Committee Chair and acknowledged by the Executive Director.

Sonjoy Goswami offered a motion to ratify the Audit Committee approval of the Audit Engagement letter. Kevin Graham seconded the motion which passed unanimously.

8. Incubator Project Architectural/Engineering Professional Services RFQ 2020-01

The Executive Director requests approval of RFQ 2020-01 for the procurement of Architectural/Engineering Professional Services for the design and other services related to the construction of the new North Florida Innovation Labs building. Ron Miller explained the EDA Grant requirements for procurement and timeline.

Kevin Graham offered a motion to approve RFQ 2020-01. Dave Ramsay seconded the motion which passed unanimously.

9. Lease Prospect and Permitted Uses Discussion

The Authority is restricted in the permitted uses of property at Innovation Park in accordance with the Covenants and Restrictions for Innovation Park. The Executive Director requested direction from the Board regarding pursuit of lease prospects and permitted uses. After discussion, the Committee agreed that the Executive Director should create a broad list of prospective usage categories for the Board to approve, in order to provide the Executive Director with general guidance regarding appropriate leasing prospects to pursue. They recognized that the Board of Governors has broad discretion and makes the final decision over whether any proposed site use is permissible under the covenants and restrictions.

10. FDOT Phipps Lease Extension

The Executive Director updated the committee regarding negotiations with the Florida Department of Transportation and the extension of its lease of the Phipps Building. Ron Miller explained that he is proposing a 15-year lease extension that will yield a \$7.15 psf rate in lieu of the \$2.00 psf rate that currently is available to FDOT under the current lease terms for a 5-year extension beginning when the current lease ends in September 2022. Discussions are continuing with FDOT staff.

11. Chair's Report

None.

12. Staff Reports

a. Executive Director

None.

b. Director of Entrepreneurship

Michael Tentnowski reported that there are six current virtual memberships in the incubator, with one more application pending review

c. Director of Marketing & Engagement

Naomi Milina reported that TechTopics held earlier today was successful and planning is started for TechGrant 2021.

13. New Business

None.

14. Adjourn

The meeting adjourned at 2:40pm.



October 15, 2020

Audit Committee Leon County Research and Development Authority 2051 E. Paul Dirac Drive, Suite 100 Tallahassee, Florida 32310

ATTN: Mr Dave Ramsay, Audit Committee Chairman

The Objective and Scope of the Audit of the Financial Statements

You have requested that we audit the financial statements of Leon County Research and Development Authority (the Authority), which comprise the statement of net position as of September 30, 2020 and 2021, and the related statements of revenues, expenses, and changes in net position, and cash flows for the years then ended, and the related notes to the financial statements. We will also report on whether supplementary information is fairly stated in all material respects in relation to the financial statements as a whole. We will also perform certain limited procedures on required supplementary information (RSI) but will not express an opinion or provide assurance on RSI. We are pleased to confirm our acceptance and our understanding of this audit engagement by means of this letter.

Our audit will be conducted with the objective of our expressing an opinion on the financial statements.

The Responsibilities of the Auditor

We will conduct our audit in accordance with auditing standards generally accepted in the United States of America (GAAS) and *Government Auditing Standards* issued by the Comptroller General of the United States (GAS). Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement. An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.





Page 2 October 15, 2020

Because of the inherent limitations of an audit, together with the inherent limitations of internal control, an unavoidable risk that some material misstatements may not be detected exists, even though the audit is properly planned and performed in accordance with GAAS. Also, an audit is not designed to detect errors or fraud that are immaterial to the financial statements. The determination of abuse is subjective; therefore, GAS does not expect us to provide reasonable assurance of detecting abuse.

In making our risk assessments, we consider internal control relevant to the Authority's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. However, we will communicate to you in writing concerning any significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we have identified during the audit.

We will also communicate to the Audit Committee (a) any fraud involving senior management and fraud (whether caused by senior management or other employees) that causes a material misstatement of the financial statements that becomes known to us during the audit, and (b) any instances of noncompliance with laws and regulations that we become aware of during the audit (unless they are clearly inconsequential).

Our report(s) on internal control will include any significant deficiencies and material weaknesses in controls of which we become aware as a result of obtaining an understanding of internal control and performing tests of internal control consistent with requirements of the standards and regulations identified above. Our report(s) on compliance matters will address material errors, fraud, abuse, violations of compliance obligations, and other responsibilities imposed by state and federal statutes and regulations or assumed by contracts; and any state or federal grant, entitlement, or loan program questioned costs of which we become aware, consistent with requirements of the standards and regulations identified above.

Our services under this arrangement letter do not include services for tax return preparation, tax advice, or representation in any tax matter. Nevertheless, we may discuss with you certain tax considerations or provide you with tax information that may be relevant to our services. Any such discussions or information would be based upon limited tax research, limited due diligence, and limited analysis regarding the underlying facts. Because additional research or a more complete review of the facts could affect our analysis and conclusions, the information provided during these discussions should not be used as the basis for proceeding with any transaction or any tax return reporting.



Page 3 October 15, 2020

The Responsibilities of Management and Identification of the Applicable Financial Reporting Framework

Our audit will be conducted on the basis that management and when appropriate, those charged with governance, acknowledge and understand that they have responsibility:

- a. For the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America;
- b. To evaluate subsequent events through the date the financial statements are issued or available to be issued, and to disclose the date through which subsequent events were evaluated in the financial statements. Management also agrees that they will not conclude on subsequent events earlier than the date of the management representation letter referred to below;
- c. For the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error;
- d. For establishing and maintaining effective internal control over financial reporting, and for informing us of all significant deficiencies and material weaknesses in the design or operation of such controls of which it has knowledge;
- e. For report distribution; and
- f. To provide us with:
 - (1) Access to all information of which management is aware that is relevant to the preparation and fair presentation of the financial statements such as records, documentation, and other matters;
 - (2) Additional information that we may request from management for the purpose of the audit; and
 - (3) Unrestricted access to persons within the entity from whom we determine it necessary to obtain audit evidence.

As part of our audit process, we will request from management and when appropriate, those charged with governance, written confirmation concerning representations made to us in connection with the audit including among other items:

- a. That management has fulfilled its responsibilities as set out in the terms of this letter; and
- b. That it believes the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.



Page 4 October 15, 2020

Management is responsible for identifying and ensuring that the Authority complies with the laws and regulations applicable to its activities, and for informing us about all known material violations of such laws or regulations. In addition, management is responsible for the design and implementation of programs and controls to prevent and detect fraud or abuse, and for informing us about all known or suspected fraud or abuse affecting the entity involving management, employees who have significant roles in internal control, and others where the fraud or abuse could have a material effect on the financial statements or compliance. Management is also responsible for informing us of its knowledge of any allegations of fraud or abuse, or suspected fraud or abuse affecting the entity received in communications from employees, former employees, analysts, regulators, or others.

Management is responsible for the preparation of the RSI and supplementary information presented in relation to the financial statements as a whole in accordance with accounting principles generally accepted in the United States of America. Management agrees to include the auditor's report on the RSI and supplementary information in any document that contains the supplementary information and indicates that the auditor has reported on such RSI and supplementary information. Management also agrees to present the supplementary information with the audited financial statements or, if the supplementary information will not be presented with audited financial statements, to make the audited financial statements readily available to the intended users of the supplementary information no later than the date of issuance of the supplementary information and the auditor's report thereon.

The Audit Committee is responsible for informing us of its views about the risks of fraud or abuse within the entity, and its knowledge of any fraud or abuse or suspected fraud or abuse affecting the entity.

Our association with an official statement is a matter for which separate arrangements will be necessary. The Authority agrees to provide us with printer's proofs or masters of such offering documents for our review and approval before printing, and with a copy of the final reproduced material for our approval before it is distributed. In the event our auditor/client relationship has been terminated when the Authority seeks such consent, we will be under no obligation to grant such consent or approval.

The Authority agrees that it will not associate us with any public or private securities offering without first obtaining our consent. Therefore, the Authority agrees to contact us before it includes our reports, or otherwise makes reference to us, in any public or private securities offering.



Page 5 October 15, 2020

Records and Assistance

If circumstances arise relating to the condition of the Authority's records, the availability of appropriate audit evidence or indications of a significant risk of material misstatement of the financial statements because of error, fraudulent financial reporting or misappropriation of assets which, in our professional judgment, prevent us from completing the audit or forming an opinion, we retain the unilateral right to take any course of action permitted by professional standards, including declining to express an opinion or issue a report, or withdrawing from the engagement.

During the course of our engagement, we may accumulate records containing data that should be reflected in the Authority's books and records. The Authority will determine that all such data, if necessary, will be so reflected. Accordingly, the Authority will not expect us to maintain copies of such records in our possession.

The assistance to be supplied by Authority personnel, including the preparation of schedules and analyses of accounts, will be discussed and coordinated with the Executive Director. The timely and accurate completion of this work is an essential condition to our completion of the audit and issuance of our audit report.

In connection with our audit, you have requested us to perform certain non-audit services necessary for the preparation of the financial statements, including proposing trial balance adjustments, if any, and maintenance of fixed asset records. The GAS independence standards require that the auditor maintain independence so that opinions, findings, conclusions, judgments, and recommendations will be impartial and viewed as impartial by reasonable and informed third parties. Before we agree to provide a non-audit service to the Authority, we determine whether providing such a service would create a significant threat to our independence for GAS audit purposes, either by itself or in aggregate with other non-audit services provided. A critical component of our determination is consideration of management's ability to effectively oversee the non-audit service to be performed. The Authority has agreed that the Executive Director possesses suitable skill, knowledge, or experience and that the individual understands the above described non-audit services to be performed sufficiently to oversee them. Accordingly, the management of the Authority agrees to the following:

- 1. The Authority has designated the Executive Director as a senior member of management who possesses suitable skill, knowledge, and experience to oversee the services;
- 2. The Executive Director will assume all management responsibilities for subject matter and scope of the drafting of the financial statements and trial balance adjustments;
- 3. The Authority will evaluate the adequacy and results of the services performed; and
- 4. The Authority accepts responsibility for the results and ultimate use of the services.



Page 6 October 15, 2020

GAS further requires we establish an understanding with the Authority's management and those charged with governance of the objectives of the non-audit services, the services to be performed, the Authority's acceptance of its responsibilities, the auditor's responsibilities and any limitations of the non-audit services. We believe this letter documents that understanding.

Other Relevant Information

Thomas Howell Ferguson P.A. (THF) may mention the Authority's name and provide a general description of the engagement in THF's client lists and marketing materials.

From time to time and depending upon the circumstances, we may use third-party service providers to assist us in providing professional services to you. In such circumstances, it may be necessary for us to disclose confidential client information to them. We enter into confidentiality agreements with all third-party service providers and we are satisfied that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In addition, we may utilize financial information you have provided to us in connection with this engagement for purposes of creating benchmarking data to be used by THF professionals and other clients. This benchmarking data is aggregated with data from a minimum of five other entities so that users of the data are unable to associate the data with any single entity in the database.

We will also respond to inquiries and provide routine consulting services as specifically requested. Routine consulting services include the normal communications we have with our clients. Generally, these consulting services address a wide variety of nonpolicy matters that facilitate the delivery of our basic attest services. Such routine consulting services include research and advice relating to the application of regulatory requirements, professional standards, and best practices. The Executive Director will be responsible for overseeing, evaluating the adequacy of, accepting the results of, and for making all management decisions with respect to the routine consulting services.

In accordance with GAS, a copy of our most recent peer review report is enclosed for your information.



Page 7 October 15, 2020

Parties' Understandings Concerning Situation Around COVID-19

THF and the Authority acknowledge that, at the time of the execution of this arrangement letter, federal, state and local governments, both domestic and foreign, have restricted travel and/or the movement of their citizens due to the ongoing and evolving situation around COVID-19. In addition, like many organizations and companies in the United States and around the globe, THF has restricted its employees from travel and onsite work, whether at a client facility or THF facility, to protect the health of both THF's and its clients' employees. Accordingly, to the extent that any of the services described in this arrangement letter requires or relies on THF or Authority personnel to travel and/or perform work onsite, either at the Authority's or THF's facilities, including, but not limited to, maintaining business operations and/or IT infrastructure, THF and the Authority acknowledge and agree that the performance of such work may be delayed, significantly or indefinitely, and thus certain services described herein may need to be rescheduled and/or suspended at either THF's or the Authority's sole discretion. THF and the Authority agree to provide the other with prompt written notice (email will be sufficient) in the event any of the services described herein will need to be rescheduled and/or suspended. THF and the Authority also acknowledge and agree that any delays or workarounds due to the situation surrounding COVID-19 may increase the cost of the services described herein. THF will obtain the Authority's prior written approval (email will be sufficient) for any increase in the cost of THF services that may result from the situation surrounding COVID-19.

Other Terms of Our Engagement

Our fee will be based on hours worked by the various levels of personnel, at rates applicable to each, plus out-of-pocket expenses and an additional charge of \$12 per hour to cover the cost of administrative expenses not separately billed. Calculated on this basis, our fee estimate for the audit services, including administrative and out-of-pocket expenses, is \$17,500 for the year ending September 30, 2020, and \$18,000 for the year ending September 30, 2021. This fee estimate is subject to adjustments based on unanticipated changes in the scope of services and/or the incomplete or untimely receipt by us of the information on the client preparation list. Our fees will be billed in installments to coincide with the performance of our work. All other provisions of this letter will survive any fee adjustment. Services other than those specified above will be subject to a separate written arrangement.

Our fees for the audit and accounting services described above are based upon the value of the services performed and the time required by the individuals assigned to the engagement, plus direct expenses. Our fee estimate and completion of our work is based upon the following criteria, which if not met, may cause the fees to increase:

- a. Anticipated cooperation from Authority personnel.
- b. Timely responses to our inquiries.
- c. Timely completion and delivery of client assistance requests.
- d. Timely communication of all significant accounting and financial reporting matters.



Page 8 October 15, 2020

e. The assumption that unexpected circumstances will not be encountered during the engagement.

Our fees for other accounting or consulting services requested by the Authority, including participation at various meetings other than those associated with the audit, will be billed based on the time necessary to perform these services at our standard rates, plus administrative and out-of-pocket expenses. For significant additional services, we will provide an estimate of the total project cost prior to commencement of the work.

In the event you terminate this engagement, you will pay THF for all services rendered (including deliverables and products delivered), expenses incurred and commitments made by THF through the effective date of termination.

When an engagement has been suspended at the request of management or those charged with governance and work on that engagement has not recommenced within 120 days of the request to suspend our work, THF may, at its sole discretion, terminate this arrangement letter without further obligation to the Authority. Resumption of audit work following termination may be subject to our client acceptance procedures and, if resumed, will necessitate additional procedures not contemplated in this arrangement letter. Accordingly, the scope, timing and fee arrangement discussed in this arrangement letter will no longer apply. In order for THF to recommence work, a new arrangement letter would need to be mutually agreed upon and executed.

Our professional standards require that we perform certain additional procedures, on current and previous years' engagements, whenever a shareholder or professional employee leaves the firm and is subsequently employed by or associated with a client in a key position. For this reason and because THF incurs significant costs associated with training and replacing experienced personnel assigned to client engagements, the Authority agrees it will compensate THF in the amount equal to the annual compensation of the employee hired by the Authority.

The audit documentation for this engagement is the property of THF and constitutes confidential information.

Review of audit documentation by a successor auditor or as part of due diligence will be agreed to, accounted for and billed separately.

In the event we are requested or authorized by the Authority or are required by government regulation, subpoena, or other legal process to produce our documents or our personnel as witnesses with respect to our engagement for the Authority, the Authority will, so long as we are not a party to the proceeding in which the information is sought, reimburse us for our professional time and expenses, as well as the fees and expenses of our counsel, incurred in responding to such requests.



Page 9 October 15, 2020

The documentation for this engagement is the property of THF. However, you acknowledge and grant your assent that representatives of the cognizant or oversight agency or their designee, other government audit staffs, and the U.S. Government Accountability Office shall have access to the audit documentation upon their request and that we shall maintain the audit documentation for a period of at least three years after the date of the report, or for a longer period if we are requested to do so by the cognizant or oversight agency. Access to requested documentation will be provided under the supervision of THF audit personnel and at a location designated by our firm.

Because THF will rely on the Authority and its management and Audit Committee to discharge the foregoing responsibilities, the Authority holds harmless and releases THF, its shareholders and employees from all claims, liabilities, losses, and costs arising in circumstances where there has been a known misrepresentation by a member of the Authority's management that has caused, in any respect, THF's breach of contract or negligence. This provision shall survive the termination of this arrangement for services.

The Authority and THF agree that no claim arising out of services rendered pursuant to this agreement shall be filed more than the earlier of two years after the date of the audit report issued by THF or the date of this arrangement letter if no report has been issued. In no event shall either party be liable to the other for claims of punitive, consequential, special, or indirect damages. THF's liability for all claims, damages and costs of the Authority arising from this engagement is limited to the amount of fees paid by the Authority to THF for the services rendered under this arrangement letter. This provision shall survive termination of this arrangement for services.

THF is committed to the safe and confidential treatment of the Authority's proprietary information. THF is required to maintain the confidential treatment of client information in accordance with relevant industry professional standards which govern the provision of services described herein. The Authority agrees that it will not provide THF with any unencrypted electronic confidential or proprietary information, and the parties agree to utilize commercially reasonable measures to maintain the confidentially of Authority information, including the use of collaborate sites to ensure the safe transfer of data between the parties.

Our firm employs measures in the use of electronic data transmission designed to maintain data security. While we will use reasonable efforts to keep such communications secure in accordance with our obligations under applicable laws and professional standards, the Authority recognizes and accepts that we have no control over the unauthorized interception of these communications once they have been sent and consents to our use of these electronic devices during this engagement.

THF may terminate this relationship immediately in its sole discretion if THF determines that continued performance would result in a violation of law, regulatory requirements, applicable professional standards or THF's client acceptance or retention standards.



Page 10 October 15, 2020

If any term or provision of this Agreement is determined to be invalid or unenforceable, such term or provision will be deemed stricken and all other terms and provisions will remain in full force and effect.

Reporting

We will issue a written report upon completion of our audit of the Authority's financial statements. Our report will be addressed to the Audit Committee of the Authority. We cannot provide assurance that an unmodified opinion will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion, add an emphasis-of-matter or other-matter paragraph(s), or withdraw from the engagement.

This letter and the services agreement, including the amendment executed on March 23, 2020, constitutes the statement of agreement between THF and the Authority, superseding all other proposals, oral or written, and all other communications, with respect to the terms of the engagement between the parties. If terms of this engagement letter conflict with the services agreement, the services agreement shall govern. It is hereby understood and agreed that this engagement is being undertaken solely for the benefit of the Authority and that no other person or entity shall be authorized to enforce the terms of this engagement.

Electronic Signatures and Counterparts

Each party hereto agrees that any electronic signature of a party to this agreement or any electronic signature to a document contemplated hereby (including any representation letter) is intended to authenticate such writing and shall be as valid, and have the same force and effect, as a manual signature. Any such electronically signed document shall be deemed (i) to be "written" or "in writing," (ii) to have been signed and (iii) to constitute a record established and maintained in the ordinary course of business and an original written record when printed from electronic files. Each party hereto also agrees that electronic delivery of a signature to any such document (via email or otherwise) shall be as effective as manual delivery of a manual signature. For purposes hereof, "electronic signature" includes, but is not limited to, (i) a scanned copy (as a "pdf" (portable document format) or other replicating image) of a manual ink signature, (ii) an electronic copy of a traditional signature affixed to a document, (iii) a signature incorporated into a document utilizing touchscreen capabilities or (iv) a digital signature. This agreement may be executed in one or more counterparts, each of which shall be considered an original instrument, but all of which shall be considered one and the same agreement. Paper copies or "printouts," of such documents if introduced as evidence in any judicial, arbitral, mediation or administrative proceeding, will be admissible as between the parties to the same extent and under the same conditions as other original business records created and maintained in documentary form. Neither party shall contest the admissibility of true and accurate copies of electronically signed documents on the basis of the best evidence rule or as not satisfying the business records exception to the hearsay rule.



Page 11 October 15, 2020

Please sign and return the attached copy of this letter to indicate your acknowledgment of, and agreement with, the arrangements for our audit of the financial statements including our respective responsibilities. A copy has been enclosed for your files. We appreciate your business.

Sincerely,

Thomas Howell Ferguson P.A.

Agreed and accepted.

By: Dal B. Lausay

Title: AUDIT COMMITTEE CHAIR

Date: 10/29/20

Management's Acknowledgement of Terms:

By: _______

Title: Executive Director

Date: 10/27/2020



Page 11 October 15, 2020

Please sign and return the attached copy of this letter to indicate your acknowledgment of, and agreement with, the arrangements for our audit of the financial statements including our respective responsibilities. A copy has been enclosed for your files. We appreciate your business.

Sincerely,

Thomas Howell Ferguson P.A.

Leon County Research and Development Authority
Agreed and accepted.
By:
Title:
Date:
Management's Acknowledgement of Terms:
By: for the
Title: Executive Director
Date: 10/27/2020



Gregory, Sharer & Stuart, P.A.

Certified Public Accountants and Business Consultants

Report on the Firm's System of Quality Control

November 1, 2019

To the Shareholders of Thomas Howell Ferguson, P.A. And the Peer Review Committee of the Florida Institute of CPAs

We have reviewed the system of quality control for the accounting and auditing practice of Thomas Howell Ferguson, P.A. (the firm) in effect for the year ended May 31, 2019. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards).

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a System Review as described in the Standards may be found at www.aicpa.org/prsummary. The summary also includes an explanation of how engagements identified as not performed or reported in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

Firm's Responsibility

The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. The firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported in conformity with professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

Peer Reviewer's Responsibility

Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review.

Required Selections and Considerations

Engagements selected for review included engagements performed under Government Auditing Standards including a compliance audit under the Single Audit Act; audits of employee benefit plans, and examinations of service organizations [SOC 1 and SOC 2 engagements].

As a part of our peer review, we considered reviews by regulatory entities as communicated by the firm, if applicable, in determining the nature and extent of our procedures.

Opinion

In our opinion, the system of quality control for the accounting and auditing practice of Thomas Howell Ferguson, P.A. in effect for the year ended May 31, 2019 has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of pass, pass with deficiency(ies), or fail. Thomas Howell Ferguson, P.A. has received a peer review rating of pass.

Dryony Shows + Stust, P.A.

Gregory, Sharer & Stuart, P.A.



2020 TECHNOLOGY COMMERCIALIZATION GRANT PROGRAMLetter of Agreement

October 23, 2020

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

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

Leon County Research and Development Authority Attention: Technology Commercialization Grant Program 2051 E. Paul Dirac Dr., Suite 100 Tallahassee, FL 32310

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

General Conditions:

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

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

Company: WeatherTiger, LLC Grantee's Printed Name: Ryan Truchelut	Grant Award Amount: \$15,000 Title: Managing Member			
Signature Ryan Truchelist				
Date: 10/25/2020				
Approved by Kimberly Moore, Chair of Board of Govern		October 26, 2020		
Leon County Research and Development	Authority			



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- 5. The grantee will submit brief project updates, including a description of the utilization of grant funds, annually for up to five years after receiving the grant award
- 6. The tax consequences of this grant, if any, are the responsibility of the grantee, and the grantee will be required to provide a valid taxpayer ID number

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

Company: Nhu Energy, Inc. Grantee's Printed Name: Richard H. Meeker, Jr. Signature	Grant Aw Title: Pres	vard Amount: \$10,000 sident
Date: 10/23/2020		
Approved by Kimberly Moore, Chair of Board of Govern Leon County Research and Development		October 26, 2020

Leon County Research & Development Authority Architectural Professional Services RFQ 20-01 Timeline DRAFT Monday, November 23, 2020

14	·	Data	T:	Interval
ltem		Date	Time	(days)
Begin Drafting RFQ		10/15/2020		
Executive Committee Agenda-RFQ Approval		11/10/2020		
Executive Committee RFQ Approval		11/17/2020		
BOG Agenda-RFQ Consent		11/24/2020		
BOG-RFQ Consent		12/1/2020		
Issue/Advertise RFQ	Thur	11/19/2020		
Notice Evaluation Committee Meetings				
Notification of Interest	Wed	11/25/2020	2:00pm	
Project information conference	Mon	11/30/2020	10:00am	
Questions due	Wed	12/2/2020	2:00pm	
Answers posted and emailed to respondents	Fri	12/4/2020	5:00pm	
RFQ Responses Due	Wed	12/9/2020	2:00pm	20
Evaluation Committee Meeting-Short Listing (if neces	s Thur	12/10/2020	1:00 PM	Tentative
Evaluation Committee Meeting-Presentations	Thur	12/17/2020	1:00pm	Tentative
Evaluation Committee Rankings Due	Thur	12/17/2020	•	Tentative
Contract Negotiation Due	Mon	1/11/2021	5:00pm	
Executive Committee Agenda	Tue	1/12/2021		
Executive Committee Agenda				
Executive Committee Contract Approval	Tue	1/19/2021		
Board Agenda	Thur	1/28/2021		
Board Ratification	Thur	2/4/2021		
Contract Executed	Thur	2/4/2021		57
				77

INNOVATION PARK REQUEST FOR QUALIFICATIONS: RFQ 20-01 ARCHITECTURAL PROFESSIONAL SERVICES NORTH FLORIDA INNOVATION LABS BUILDING

The Board of Governors of the Leon County Research and Development Authority (Authority) is requesting statements of qualifications (SOQ) from firms seeking to provide architectural professional services to the Authority related to the design and construction of the North Florida Innovation Labs Building. Responses will be received until Tuesday December 9, 2020 at 2:00 p.m. The Authority intends to competitively negotiate a contract with the most qualified firms submitting a SOQ for the project in accordance with §287.055, Florida Statutes.

Specifications for SOQ's may be obtained as follows: (1) by downloading the specifications from the Authority's website at: http://innovation-park.com/opportunities/, or (2) by emailing Ron Miller, Executive Director, at rmiller@inn-park.com. A mandatory project information conference will be held Monday, November 30, 2020, 10:00am via Zoom and at the Authority's office, Seminar Room, 2051 East Paul Dirac Drive, Tallahassee, Florida 32310. Project information conference details, addenda to the specifications and future notices regarding the RFQ, if any, will be posted on the Authority's website as noted above.

Once the RFQ is advertised, all communications between interested firms and the Authority shall be limited to written communications directed to Ron Miller. The Authority reserves the right to reject any or all responses in the best interest of the Authority.

FOR PUBLICATION: November 19, 2020 and November 22, 2020.

Leon County R&D Authority

Submission Deadline: December 9, 2020, 2:00pm



REQUEST FOR QUALIFICATIONS ARCHITECTURAL PROFESSIONAL SERVICES NORTH FLORIDA INNOVATION LABS BUILDING RFQ NO. 20-01

STATEMENT OF QUALIFICATIONS DUE DATE DECEMBER 9, 2020

Leon County R&D Authority

Submission Deadline: December 9, 2020, 2:00pm

REQUEST FOR QUALIFICATIONS ("RFQ") ARCHITECTURAL PROFESSIONAL SERVICES November 19, 2020

The Leon County Research and Development Authority ("LCRDA") is requesting Statements of Qualification ("SOQ") from qualified firms (Offerors) for the provision of Architectural Professional Services for the new North Florida Innovation Labs Building in Innovation Park ("Project"), 1729 W. Paul Dirac Drive, Tallahassee, FL 32310 and adjoining parcel ("Project Site").

By submitting a SOQ, the Offeror represents that it has carefully read the terms and conditions of this RFQ and all Attachments and Addenda and agrees to be bound by them. The LCRDA intends to competitively negotiate a contract with the most qualified firms submitting a SOQ to the LCRDA for the Project in accordance with §287.055, Florida Statutes.

The LCRDA will receive all SOQs. The Board of Governors ("Board") will establish an Evaluation Committee to evaluate all SOQs and make recommendations to the Board for award of the contract.

Background:

The Leon County Research and Development Authority was created by the Leon County Board of County Commissioners pursuant to County Ordinance No. 80-68 (Code Sec 2-56) in accordance with §159.703, Florida Statutes. LCRDA, a Dependent Special District of Leon County, 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.

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 information about LCRDA and the Park can be obtained at http://innovation-park.com.

For additional information and updates, see the Innovation Park website at: http://innovation-park.com/opportunities/. RFQ 20-01 details can be found at https://innovation-park.com/rfq-20-01/.

A. Overview of Project

1. General

LCRDA intends to solicit proposals for the construction of the Project. This Project will provide for the construction of a new one-story high-tech business incubator approximately 40,000 GSF in size sited on 3.51 acres +/- located within Innovation Park of Tallahassee. The building size will vary in length from 170 ft – 250 ft wide, with a depth of approx. 165 ft for the main office / lab areas. The building will have offices, collaboration space, wet and dry labs, prototyping labs with specialized shared equipment, restrooms, kitchen, conference rooms, welcome entryway, and a secure service / loading area. Approx. 120 parking and 4-5 handicap spaces, sidewalks leading to the entryway will be installed and a proposed entrance

Submission Deadline: December 9, 2020, 2:00pm

plaza with space for outdoor meetings/engagements, and product launches. The remaining space is for a secured service or office/lab area. The Project will help further LCRDA's mission by providing space for early stage companies to commercialize new technologies and create jobs. See Exhibit A for site location and conceptual layout images.

The project is funded in part by the United States Department of Commerce, Economic Development Administration ("EDA"). As such, this procurement and completion of the project must comply with U.S. Code of Federal Regulations Title 2 Part 200, and the EDA publication "Summary of EDA Construction Standards".

The maximum total budget for the project is \$17,000,000 including budgeted architectural services of \$1,460,000 as further defined in the Scope of Services below.

The objective of this RFQ is to identify and seek a competitive proposal in accordance with §287.055, Florida Statutes from a qualified Architectural Professional ("AP") to provide architectural services related to the design and construction of the Project more particularly described in Section 2 below.

2. Scope of Services

The successful Offeror shall be required to provide Architectural Professional Services for the planning, design, and engineering phases of the project. The successful Offer shall provide all services necessary for the successful execution of the Project including consultations, surveys, soil investigations, supervision, travel, "as-built" or record drawings, arrow diagram ("CPM/PERT") where applicable, and incidental costs. The successful Offeror shall be held responsible for making sufficient visits to the project site to ensure that the work proceeds in accordance with the approved plans and specifications.

Examples of services within the scope include, but are not limited to, facility programming, design/construction documents, obtaining permits, civil engineering, bid preparation and evaluation assistance, construction administration, construction inspections, and surveys whether performed directly by the Offeror or subcontracted. The cost of permits is not included in the scope of services.

The successful Offeror shall be required to provide all necessary services as outlined in the scope of services, within the budgeted funds as shall be negotiated in the contract, in an expeditious manner and in consideration of the following dates that are non-negotiable within the terms of the EDA funding:

Construction is required to commence by March 17, 2022.

Construction is required to be completed within 30 months of commencement, or sooner if possible.

3. Minimum Qualifications of Offeror

a. The Offeror shall be a firm which holds a current certificate of registration under chapter 481, Florida Statutes to practice architecture or a firm which holds a current certificate as a registered engineer under chapter 471, Florida Statutes to practice engineering.

Submission Deadline: December 9, 2020, 2:00pm

- b. The Offeror shall have a minimum of five (5) years previous experience in AP Services (or comparable services) for projects of similar size prior to the date the SOQ is submitted.
- c. The Offeror must demonstrate financial capability and capacity, and is required to submit as a part of its SOQ the following items:
 - i. A letter from the Offeror's relationship bank or accountant stating the financial capability to handle this contract.
 - ii. Proof of insurance capacity by completion of the Insurance Certification form contained in this RFQ as Attachment 5.

4. General Terms of Contract

Final terms of the contract will be negotiated with the selected Offeror. The following include minimum requirements of the negotiated contract:

- a. This procurement and terms of the contract must comply with the procurement standards set forth in U.S. 2 CFR Part 200, and in accordance with the EDA publication "Summary of EDA Construction Standards". Links to this information is provided on the Innovation Park website at: http://innovation-park.com/opportunities/.
- b. Fees for basic services will be either a lump sum fixed price or a cost reimbursement with an agreed maximum and shall be based on the fee breakdown to be provided by the selected Offeror during contract negotiation as described in Section B(1)(e) below.
- c. The contract will contain prohibitions against contingent fees as required by §287.055(6), Florida Statues.
- d. The basic fee shall not exceed that prevailing for comparable services in the project area. If the total fee is in excess of the prevailing rate because of special services to be performed, these services must be identified in the contract. Such additional charges may be approved for funding under the EDA grants if they: (1) Do not duplicate charges for services provided for in the basic fee; (2) Are a proper charge against the project cost; and (3) Are reasonable for the extra services to be rendered.
- e. The contract shall provide for all services required by LCRDA for the planning, design and engineering phases of the project. Appropriate standards or guidance developed by professional organizations, such as the American Consulting Engineers Council ("ACEC"), American Society of Civil Engineers ("ASCE"), National Society of Professional Engineers ("NSPE"), and/or the American Institute of Architects ("AIA"), will be used to develop the agreement. The agreement and related fees shall cover all services necessary for the successful execution of the project including consultations, surveys, soil investigations, supervision, travel, "as-built" or record drawings, arrow diagram ("CPM/PERT") where applicable, and incidental costs.
- f. Regardless of who furnishes the construction inspector, the Offeror shall be held responsible for making sufficient visits to the project site to ensure that the work proceeds in accordance with the approved plans and specifications.

Submission Deadline: December 9, 2020, 2:00pm

- g. In addition to other provisions required by the EDA and LCRDA, in accordance with 2 C.F.R. § 200.326, the contract must contain the applicable provisions set out in Appendix II to 2 C.F.R. part 200, which address various contractual requirements including remedies, termination for cause and convenience, Equal Employment Opportunity, the Davis-Bacon Act, the Contract Work Hours and Safety Standards Act, rights to inventions, environmental quality, energy efficiency, debarment and suspension, the Byrd Anti-Lobbying Amendment, and procurement of recovered materials. See Appendix II to 2 C.F.R. part 200 for a full explanation of these requirements.
- h. The contract shall state a specific timetable for: (1) Completing preliminary plans and associated cost estimates; (2) Completing final plans, specifications, and cost estimates; (3). Securing required State and local approvals; and (4) Completing proposed contract documents sufficient for soliciting bids.
- i. The contract shall provide for surveillance of project construction to assure compliance with plans, specifications, and all other contract documents. If the Offeror serves as the project inspector, the requirements for inspection services shall be clearly defined and the amount the LCRDA is required to pay for such services shall be stated.
- j. The Offeror shall agree to be responsible for any damages arising from any defects in design or negligence in the performance of the construction inspector if the inspector is furnished by the Offeror. EDA recommends that the firm take insurance, when available, to cover liability for such damages.
- k. The Offeror shall agree to supervise any required subsurface explorations such as borings and soil tests to determine amounts of rock excavation or foundation conditions, no matter whether they are performed by the Offeror or by others paid by the LCRDA.
- 1. The Offeror shall agree to attend bid openings, prepare and submit tabulation of bids, and make a recommendation as to contract award.
- m. The Offeror shall agree to review proof of bidder's qualifications and recommend approval or disapproval.
- n. The Offeror shall certify that it is not on the Excluded Parties List on the website www.sam.gov.
- o. The Offeror shall submit an executed copy of the Certification Regarding Lobbying as required by Section 1352, Title 31, of the U.S. Code.
- p. The Offeror shall agree to submit a report not less frequently than quarterly to the LCRDA covering the general progress of the job and describing any problems or factors contributing to delay.
- q. The Offeror shall agree to assist LCRDA to submit a properly executed original of the "Certificate as to Project Site, Rights-Of-Way, and Easements" (Form ED-152) showing all lands, rights-of-way and easements. Part One of the Certificate shall be completed by the Offeror. In Section-1, the Offeror shall attach a legal description of the project site (marked as Exhibit A) describing the boundaries by metes and bounds or by survey plat including deed book and page number. The project engineer must

Leon County R&D Authority

Submission Deadline: December 9, 2020, 2:00pm

further state what project element will be constructed thereon. Section-2 of Part One of the Engineering Certificate calls for a description of all easements and rights-of-way needed. The engineer should provide a numbered list of all the required easements and copies of each should be attached as Exhibit B. Section-3 calls for all permits needed. The engineer should provide a numbered list of all the required permits and copies of the actual permits should be attached as Exhibit C (Provide all permits that the LCRDA has obtained...Contractor obtained permits are required to be submitted within thirty (30) days of executing a contract with the Contractor.

- r. The Offeror shall submit one (1) copy (in addition to other required copies) of the bound final plans and specifications that are sealed by the project architect/engineer and are noted as for construction before advertising for bids. Include a copy of the final construction cost estimate and copies of any local, state or federal approvals. The specifications must include "EDA Contracting Provisions for Construction Project"; EEO Goals; the Buy American clause text "Recipients are hereby notified that they are encouraged, to the greatest extent practicable to purchase American-made equipment and products with funding provided under this award", as well as the current Davis Bacon wage rates.
- s. The Offeror shall take the following affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible: (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists; (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources; (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises; (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.
- t. Insurance Attention is directed to the insurance requirements in Exhibit B. Offerors should confer with their respective insurance carriers or brokers to determine in advance of SOQ submission the availability of insurance certificates and endorsements as prescribed and provided herein. Offerors who fail to comply strictly with the insurance requirements may be disqualified from award of the contract. Offerors must complete Attachment 5 Insurance Certification.

B. RFQ Process

1. Process Overview

a. This procurement will follow the process outlined in §287.055(4) and (5), Florida Statues. NO COMPENSATION INFORMATION WILL BE REQUESTED, NOR SHALL IT BE PROVIDED BY OFFERER UNTIL COMPETITIVE NEGOTIATION BEGINS FOLLOWING SELECTION OF THE MOST QUALIFIED FIRM. Firms must be prepared to enter into negotiations immediately following the conclusion of presentations, and the selection of the most qualified firm. Offerors not prepared to enter into negotiations may be eliminated from consideration.

Submission Deadline: December 9, 2020, 2:00pm

- b. The LCRDA shall evaluate statements of qualifications and performance data submitted by firms regarding the proposed project, and shall conduct discussions with, and may require public presentations by, no fewer than three firms regarding their qualifications, approach to the project, and ability to furnish the required services.
- c. The LCRDA shall select in order of preference no fewer than three firms deemed to be the most highly qualified to perform the required services. In determining whether a firm is qualified, the LCRDA shall consider such factors as the ability of professional personnel; whether a firm is a certified minority business enterprise; past performance; willingness to meet time and budget requirements; location; recent, current, and projected workloads of the firms; and the volume of work previously awarded to each firm by the LCRDA, with the object of effecting an equitable distribution of contracts among qualified firms, provided such distribution does not violate the principle of selection of the most highly qualified firms.
- d. The LCRDA shall negotiate a contract with the most qualified firm for professional services at compensation which the LCRDA determines is fair, competitive, and reasonable. In making such determination, the LCRDA shall conduct a detailed analysis of the cost of the professional services required in addition to considering their scope and complexity.
- e. The firm shall provide a fee breakdown in sufficient detail that LCRDA can perform its analysis and make the required determination. Compensation for basic services must be a fixed price or a cost reimbursement with an agreed maximum to be eligible for EDA participation. The fee breakdown shall provide that compensation is based on completion of specific milestones. (Preliminary design, final design, construction management, etc.)
- f. Should the LCRDA be unable to negotiate a satisfactory contract with the firm considered to be the most qualified at compensation the LCRDA determines to be fair, competitive, and reasonable, negotiations with that firm must be formally terminated. The LCRDA shall then undertake negotiations with the second most qualified firm. Failing accord with the second most qualified firm, the LCRDA must terminate negotiations. The LCRDA shall then undertake negotiations with the third most qualified firm.
- g. Should the LCRDA be unable to negotiate a satisfactory contract with any of the selected firms, the LCRDA shall select additional firms in the order of their competence and qualification and continue negotiations in accordance with this subsection until a contract is reached.

2. Mandatory Project Information Conference

A mandatory Project Information Conference meeting will be held via Zoom, and at 2051 E. Paul Dirac Drive, Tallahassee, Florida, at 10:00 AM on November 30, 2020 with Ron Miller. Additional meeting information including Zoom meeting links will be provided on the Authority's website at http://innovation-park.com/opportunities/ prior to the meeting.

Leon County R&D Authority

Submission Deadline: December 9, 2020, 2:00pm

3. Contact Information

a. Each Offeror shall examine the RFQ documents carefully. Questions concerning the RFQ terms, conditions and technical specifications will be accepted in writing through 2:00 PM, December 2, 2020. Requests must be transmitted via email. No Offeror may rely upon any oral responses. Answers to such questions will be posted on the LCRDA's website. Such written questions and requests shall be directed to the following LCRDA Contact person:

LCRDA Contact:

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

- b. All registered Offerors will be sent any addenda or clarifications issued in response to this RFQ. It is the responsibility of the Offeror to register its name and contact information with Mr. Miller using RFQ Attachment 8, prior to December 9, 2020, in order to receive said addenda or clarifications.
- c. Only communications from the Offeror which are in writing and signed by a person(s) authorized to contractually bind such Offeror will be recognized by the Board as duly authorized expressions on behalf of the Offeror.
- d. From the time this RFQ is issued until a final decision is made by the Board as to the award of a contract to an Offeror, Offerors are instructed to:
 - i. Only contact the LCRDA Contact, identified hereinabove, regarding this RFQ, the Offeror's SOQ or another Offeror's SOQ in writing; provided any such contact shall be limited to questions regarding the process of this RFQ and shall not relate to the merits of the Offeror's SOQ or another Offeror's SOQ; and
 - ii. Other than discussions held during the MANDATORY Project Information Conference and public meetings of the Board, or of the Evaluation Committee, no contact or communication in person, by telephone, e-mail, through an intermediary, or otherwise with any member of the Board or any other representative of the LCRDA, other than LCRDA Contact, regarding this RFQ, the Offeror's SOO or another Offeror's SOO shall occur.
- e. Any contact or communication in violation of the provisions above shall be cause for rejection of the Offeror's SOQ.

4. **SOQ Deadline**

SOQs must be received by the LCRDA by <u>2:00 PM, December 9, 2020 ("Submission Deadline")</u>. SOQs may be mailed to the address below:

Mail to:

Leon County R&D Authority Attn: Ron Miller 2051 E. Paul Dirac Drive Tallahassee, FL 32310

Leon County R&D Authority

Submission Deadline: December 9, 2020, 2:00pm

Mark on the outside of the envelope and on any carrier's envelope: "20-01 SOQ FOR ARCHITECTURAL PROFESSIONAL SERVICES, December 9, 2020, 2:00PM".

Due to COVID-19 related office closures, hand-delivered SOQs will only be accepted at the above address on the day of the Submission Deadline after 9:00am and before 2:00pm, or by appointment only if on days prior to the Submission Deadline. Please email rmiller@inn-park.com to make an appointment.

5. Submission of SOQ

- a. SOQs must arrive at the above address no later than Submission Deadline to be considered.
- b. It is the Offeror's responsibility to assure that their SOQ is delivered to the proper location no later than the Submission Deadline.
- c. The Opening of SOQs will take place in the LCRDA's offices located at the Collins Building, located at Innovation Park, at 2051 E. Paul Dirac Drive, Tallahassee, Florida, 32310. The Opening of SOQs is open to the public, but attendance by Offerors is not required. Only the names of Offerors will be listed and published on the LCRDA website until such time as a Notice of Intent to Award is posted.
- d. SOQs received prior to the Opening of SOQs will be secured unopened.
- e. The LCRDA Contact, whose duty it is to open the SOQs, will open the SOQs as soon as practicable after the established Submission Deadline.
- f. SOQs received later than the Submission Deadline will not be considered, will be marked "Too Late" and may be returned unopened to the Offeror.
- g. The LCRDA is not responsible for the premature opening of a SOQ not properly addressed and identified by the RFQ title and submission deadline on the outside of the envelope/package.
- h. The Offeror shall submit an ORIGINAL and three (3) copies of the SOQ, along with an electronic version in PDF format on a USB flash drive, on or before the Submission Deadline. The Original SOQ must be clearly marked "Original" on its face and must contain an original, manual signature of an authorized representative of the responding Offeror; all other copies may be photocopies. SOQs will be retained as the property of the LCRDA. USB Flash drives will be returned upon request.
- i. Offeror Registration Potential Offerors MUST officially register, prior to December 9, 2020, in order to be placed on the Registered Offerors list for the solicitation. This list is used for communications to prospective Offerors. The registration form is Attachment 8 and includes submission instructions. Earliest possible submission of the registration form is HIGHLY RECOMMENDED. Also, Offerors should be aware that solicitation documents obtained from sources other than the LCRDA Contact may be drafts, incomplete, or in some other fashion different from the official solicitation document(s). Failure to register as a prospective Offeror may cause an Offeror's SOQ to be rejected as non-responsive.

Leon County R&D Authority

Submission Deadline: December 9, 2020, 2:00pm

j. Special Accommodation - Any person requiring a special accommodation at the Opening of SOQs because of a disability should inform the LCRDA Contact no less than three (3) workdays prior to the SOQ deadline.

k. All expenses associated with the submittal of a SOQ will be borne solely by the Offerors.

6. **General Conditions**

- a. Offerors must be available for interviews by the Evaluation Committee, and/or the Board if required.
- b. The contents of the SOQ of the successful Offeror will become part of the contractual obligations except as may be modified by subsequent written agreement.
- c. SOQs must be typed or printed in ink. All corrections made by the Offeror to their SOQ prior to the Opening of SOQs must be initialed and dated by the Offeror. No corrections will be allowed to be made to SOQs after the Opening of SOQs.
- d. The LCRDA reserves the right to waive any minor irregularity, technicality or omission if the LCRDA determines that doing so will serve the LCRDA's interests. The LCRDA may reject any SOQ not submitted in the manner specified in the solicitation document.
- e. The LCRDA reserves the right to reject any or all SOQs, in whole or in part, when such rejection is in the best interest of the LCRDA. Further, the LCRDA reserves the right to withdraw this solicitation at any time prior to the final award of the contract.
- f. Equal Opportunity/Affirmative Action Requirements The Offeror 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 Offeror shall agree to comply with Executive Order 11246, as amended, and to comply with specific affirmative action obligations contained therein. In addition to completing Attachment 2, the Equal Opportunity Statement, the Offeror shall include a copy of any affirmative action or equal opportunity policies in effect at the time of submission.
- g. Certification Regarding Debarment, Suspension, and Other Responsibility Matters The Offeror must certify to the best of its knowledge and belief, that it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal, State or local department or agency and meet all other responsibility matters as contained in the certification form attached as Attachment 3.
- h. Fictitious Name Registration If the Offeror is operating under a fictitious name as defined in Section 865.09, Florida Statutes, proof of current registration with the Florida Secretary of State shall be submitted with the SOQ.

Submission Deadline: December 9, 2020, 2:00pm

- i. Unauthorized Alien(s) The Offeror shall be responsible for assuring that unauthorized aliens shall not be employed nor utilized in the performance of the requirements of this solicitation. The LCRDA shall consider the employment or utilization of unauthorized aliens a violation of Section 274A(e) of the Immigration and Naturalization Act (8 U.S.C. 1324a). Such violation shall be cause for unilateral termination of the contract entered into by the LCRDA as a result of this RFQ. As part of the response to this RFQ, please complete and submit Attachment 4 -- the "Affidavit Certification Immigration Laws."
- j. Addenda to Specifications If any addenda are issued after the initial specifications are released, the LCRDA will post the addenda on the LCRDA's website at http://innovation-park.com/opportunities/
- k. It is the responsibility of the Offeror prior to submission of any SOQ to check the above website or contact the LCRDA Contact rmiller@inn-park.com to verify any addenda. The receipt of all addenda must be acknowledged on the SOQ sheet.

7. Schedule

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

<u>Events</u>	<u>Date/Time</u>
Release/Issuance of RFQ	November 19, 2020
Mandatory Project Information Meeting	November 30, 2020 at 10:00AM
Questions for Clarification Deadline	December 2, 2020 at 2:00 PM
Offeror Registration PRIOR TO	December 9, 2020 (earlier recommended)
Submission Deadline	December 9, 2020 at 2:00 PM
Evaluation Committee: short list meeting *	December 10, 2020 (date/time TBD)
Evaluation Committee: presentation meeting *	December 17, 2020 (date/time TBD)
Competitive Negotiation Completion	January 11, 2021
Approval of contract by Executive Committee of the	January 19, 2021
LCRDA Board of Governors	
Ratification of contract approval by Board of	February 4, 2021
Governors of LCRDA/Contract Execution	

^{*} Notice of meetings of the Evaluation Committee will be posted on the LCRDA's website at http://innovation-park.com/opportunities/. Committee meeting dates subject to change. Depending on the number of responses received, the Evaluation Committee chair may elect to forego the short list meeting allowing all Offerors to present.

8. Evaluation

a. Preliminary Evaluation for Short Listing

The Evaluation Committee will use a point formula during the review process to score and rank SOQs. Staff will first report responsiveness to the Request for

Submission Deadline: December 9, 2020, 2:00pm

Qualifications by making sure all terms of the Request for Qualifications were followed. Any SOQ determined not to be responsive by a majority of the committee will be eliminated from further consideration.

For those SOQs determined to be responsive, each member of the Evaluation Committee will score each SOQ using the criteria described below. Firms will be ranked based on each member's scores. These rankings will be combined for all members to determine the recommended ranking of the top three firms. In the event of a tie for first, second, or third position, the affected ranking will be determined by a vote of the committee.

Short-listed firms will be invited to make oral presentations and to be interviewed in the final selection meeting. By vote of the Evaluation Committee, more than three (3) firms, but no more than five (5) firms, may be chosen for oral presentation and interviews in the final selection meeting. All Offerors are notified via email and on the LCRDA's website of the firms which were short-listed. Short-listed firms are provided with the following: a list of the final interview evaluation criteria; the time, date and location of the interview and the length of time allotted for the interview. The firm should bring a summary of its presentation to leave with the committee members.

b. SOQ Short List Evaluation Criteria

i. Qualifications & Experience of Offeror-25 points maximum

The Committee reviews each Offeror's relevant experience and qualifications in conjunction with the proposed consultants. Considerations may include areas such as:

- (1) Length of time company has operated; length of time providing both Architectural Professional Services similar to those required in the SOQ; extent of Offeror current and prior similar contracts; location(s) of Offeror's office(s); and current and past project references.
- (2) Company has experience performing services funded by an EDA grant award, and/or other Federally funded projects.
- (3) Company has considerable and readily quantified experience in providing similar Architectural Professional Services.
- (4) Company has adequate organizational size, structure, and qualified key personnel to be assigned to this project.

ii. Design Ability-10 points maximum

The Committee reviews each Offeror's proposal to determine its design ability. The committee will consider examples of the Offeror's prior work and its design philosophy, as well as the Offeror's prior projects, their sensitivity to site and surroundings and their aesthetic appeal.

iii. Work in Progress-5 points maximum

This rating is based on the dollar amount per person with a score range of 0-5. Rating Table: 0 - 4,999=5; 5,000 - 14,999=4; 15,000 - 29,999=3; 30,000 - 49,999=2; 50,000 - 74,999=1; 75,000 and greater=0.

Submission Deadline: December 9, 2020, 2:00pm

iv. Local Preference in Purchasing and Contracting-5 points maximum

- (1) Preference in Requests for SOQs. In letting of contracts for procurement of contractual services for which a Request for Qualifications is developed with evaluation criteria and the application of which shall leave an appropriate number of qualified firms, given the nature and size of the project, to compete for the project, 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 Qualifications by LCRDA; and
 - (b) Holds any business license required by Leon County and, if applicable, the City of Tallahassee; and
 - (c) Is the principal Offeror who is a single Offeror; a business which is the prime contractor and not a subcontractor; or a partner or joint venturer submitting an offer in conjunction with other businesses.
- (3) Certification. Any vendor claiming to be a local business as defined shall so certify in writing to LCRDA. The certification shall provide all necessary information to meet the requirements of above. The Local Vendor Certification Form is enclosed (Attachment 7). 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."

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

- (1) Preference in Requests for SOQs. In letting of contracts for procurement of contractual services for which a Request for Qualifications is developed with evaluation criteria, a preference of five (5) points shall be added to the total score for a vendor who is a certified MWSBE. If vendor is not a certified MWSBE, then preference of one (1) to three (3) points will be awarded based on the extent of use of certified MWSBE consultants.
- (2) Certification. Any vendor, or consultant on the vendors' team, claiming to be an MWSBE shall attach evidence of certification from the Tallahassee-Leon County Office of Economic Vitality, or the State of Florida.

c. Final Evaluation-Presentations and Interviews

Short-listed firms will make oral presentations and will be interviewed at the final evaluation meeting of the committee. Reference checks will be completed and

Leon County R&D Authority

Submission Deadline: December 9, 2020, 2:00pm

documented by staff and presented to the committee for its consideration during the interview. Following the presentation, a time may be set aside for questions and answers.

Immediately following the interviews, the committee meets to score the presentations, totals the points for each Offeror interviewed, and determines the recommended ranking. In the event of a tie, a majority vote of the committee prevails.

Interviewed firms will be notified of the committee's ranking, and the contract negotiation phase will begin with the top ranked firm. All selections and contracts are subject to the approval of the Board of Governors of the Leon County R&D Authority.

d. SOQ Final Evaluation Criteria

i. <u>Understanding of the Program and Project Requirements-20 points maximum</u>

The Offerors are evaluated on their understanding of the requirements and needs of the project as demonstrated by their project teams, including consultants. The Offerors are rated on the completeness of their understanding of the factors which are unique to the project, including the thoroughness demonstrated in analyzing and investigating the scope of the project and in preparing for the interview.

ii. Approach and Method-20 points maximum

The committee evaluates the Offerors' and their consultants' approaches to the project and methods proposed for planning, designing and administration of the project. The Offerors are asked to identify by name the key personnel of their proposed teams: project manager, project architect, project construction administrator and other key staff members to be assigned to the job. The Offeror should also identify those responsible in areas such as: civil engineering, electrical engineering, landscape design, mechanical engineering, structural engineering, etc.

iii. Ability to Provide Service-20 points maximum

The committee evaluates the Offerors' ability to meet the owner's required timetable and to provide for the special or unique requirements of the project, including a projected timeline of activities through project completion. The Offerors will be asked to discuss their ability to fulfill each project requirement and to describe all other projects on which team members are currently involved. Results of the reference checks are considered in this category.

9. SOO Format

In order to maintain comparability and simplify the review and evaluation process, all SOQs submitted are required to be organized in the following manner. Failure to comply with the prescribed organization may, at the discretion of the Evaluation Committee, result in the elimination of the SOQ from consideration. SOQs shall contain concise written material that enables a clear understanding and evaluation of the capabilities of the Offeror. Clarity and completeness are essential. The LCRDA, at its sole discretion, may reject any SOQ which is unclear in any way. SOQs are to be submitted in three ring binders or bound by binder clips **only**. **No manner of plastic, comb or wire bindings or staples are acceptable.**

Submission Deadline: December 9, 2020, 2:00pm

Please type. The entire proposal must be limited to 40 single-sided 8½x11 pages (or 20 pages front and back), including all required attachments and any additional information, but excluding cover sheets and divider pages (as long as such pages do not include any promotional material, such as proposal language, pictures of past projects, etc.) Number each page consecutively.

Be sure to follow and clearly mark each section of your SOQ according to the sections below.

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

- The RFQ title
- The name of the proposing Offeror
- The name, address, telephone, e-mail address and fax number of the primary contact person
- Organizations Federal ID Number, Professional License No., and Florida Corporate Charter Number

Tab 2 – Table of Contents

The table of contents should include a clear identification of the material included in the SOQ, by section and by page number.

Tab 3 – Services to be Provided.

Include a list of services to be provided by discipline with names, registration numbers and number of projects worked with that consultants. Include disciplines: Architecture, Mechanical Engineering, Electrical Engineering, Civil Engineering, Structural Engineering, Landscape Architecture, Cost Estimating, etc.

For the disciplines listed, note which are being provided as part of basic services by entering the name of the firm providing the services. If services are to be provided by the Offeror, so indicate. If a consultant is to provide the service, list the consultant's name and professional license number from the appropriate Florida licensing board. Use names and license numbers of the firms as a whole, rather than of individuals in the firms. Include the number of previous projects on which the Offeror has worked with each listed consultant.

Tab 4 – Work in Progress and Staffing

a) Work in Progress. Provide list of work in progress by project name with a column for fee remaining, and a column for fees related to work on hold. Provide grand total of fees remaining for all work in progress.

Include in the list each project currently under contract, including contracts as a consultant to another firm. If the Offeror's office is providing services for a contract held by another office location of the same firm, include a representative proportion of fee based on man-hour records. NOTE: For projects for which the fee is \$20,000 or less, the entry may be combined onto one line. (Ex.: 3 studies, 4 small projects Fee Remaining = \$84,200.)

For all projects, enter the total amount of fee remaining (unearned), including fees for additional service authorizations, but excluding fees payable to

Leon County R&D Authority

Submission Deadline: December 9, 2020, 2:00pm

consultants in the "Fees Remaining" column. Failure to list all work in progress will be penalized.

For projects under contract, but on hold for a long or indefinite period of time, enter the amount of fee remaining as described above in the "On Hold" column, and provide a letter from the owner verifying that the project is on hold. Typically projects on hold due to temporary funding issues or projects simply awaiting approvals to proceed into the next phase are not considered to be on hold. If a letter from the owner is not provided, then that project will be considered to be active, and will be factored into the total Work in Progress amount. Also include projects awarded to the Offeror firm, but not yet under contract in this column with an estimated fee amount.

b) Professional and Technical Staff. Provide NUMBER of professional and technical staff (excluding consultants) by category including registered architects, registered engineers, technical staff, drafters (including CADD operators).

Exclude secretarial and marketing staff and any staff members whose technical duties comprise less than 70% of their responsibilities. Only employees assigned to the office location where the work is to be done shall be included. If an employee works part-time or divides his/her work between the Offeror's office and another office location, use an appropriate fraction.

- c) Fee per Person. Provide the average fee per person for professional and technical staff (divide total fee in 4a by total staff in 4b.)
- d) Employee List. List all permanent employees included in total in 4b including name, title, time w/firm, and city of residence.

Tab 5 – Related Experience.

Provide a list of related experience (no more than 10 projects) of comparable type, size, and complexity.

DO NOT LIST PROJECTS ACCOMPLISHED BY ANOTHER BRANCH OFFICE, UNLESS AN INDIVIDUAL ON THIS PROJECT TEAM WAS INVOLVED IN THE PROJECT, in which case the project is listed as "Individual Experience".

Provide the following information about each project: project name, public or private client; completion date (actual or anticipated); project location; construction cost (or fee amount if the project was a study), role in project, and whether or not EDA funded.

Below each project, list the individual members of the team proposed for this project, including consultants, who were involved on the listed project and their role in that project. A brief description may be provided to demonstrate the components of the project which are comparable to this project. Provide only the requested information-- do not attach a project list on any other agency's form. Do not provide detailed project information anywhere else throughout the proposal for any other than the ten (10) projects listed in this section.

Submission Deadline: December 9, 2020, 2:00pm

For the column headed "Role in Project", provide the following:

- "Principal" if the project was accomplished by the "Offeror" firm office location where the Offeror will perform the work (if the project was done by a different office location, refer to "IE" below);
- "Consultant" if the project was accomplished by the firm as a consultant to another firm; and
- "IE" (individual experience) if the project represents experience of an individual on the Project Team while working for another firm or another branch of the Offeror firm (in such cases, identify the individual by name and indicate what role the individual played in the project, e.g., project manager, principal-in-charge, project architect, etc.).

Related experience of the Offeror's consultants may be provided as information on a separate sheet and clearly marked as "Experience of (Name of Consultant)." No more than ten (10) projects may be listed for all consultants combined.

Tab 6 – Proposed Project Team.

Provide a list of key members of proposed team by name, their role, if they are registered, the disciplines of their registration or training, city of residence and attach resumes. Provide a separate list with the same information for each consultant.

Tab 7 – References.

For the projects listed in Tab 5, provide the project name, the owner and the name and telephone number of the owner's representative. Provide the estimated or actual information for the "Completion Date" and "Construction Cost" columns. References for consultants may be requested at the option of the selection committee.

Tab 8 – Examples of Offeror's Design Ability

Provide examples of the Offeror's prior work and its design philosophy, as well as the Offeror's prior projects, their sensitivity to site and surroundings and their aesthetic appeal.

Tab 9 – Required Forms

- (1) Include the following completed forms:
 - Attachment 1 SOQ Form
 - Attachment 2 Equal Opportunity/Affirmative Action Statement;
 - Attachment 3 Certification Regarding Debarment, Suspension and Other Responsibility Matters;
 - Attachment 4 Affidavit Certification Immigration Laws;
 - Attachment 5 Insurance Certification Form; and
 - Attachment 6 Drug-Free Work Place Form.
 - Attachment 7 Local Vendor Certification
 - Attachment 8 –Offeror Registration Form (as submitted prior to December 9, 2020)
- (2) Copies of required licenses, registrations, and certifications.

Leon County R&D Authority

Submission Deadline: December 9, 2020, 2:00pm

ATTACHMENT 1

SOQ FORM

Architectural Professional Services: North Florida Innovation Labs Building

Leon County R&D Authority
2051 E. Paul Dirac Drive
Tallahassee, FL 32310
SOQ Due Date: December 9, 2020 at 2:00 PM

SOQ of hereinafter-called OFFEROR, a corporation organized and existing under the laws of the State of, or a partnership, a company, or an individual doing business as
To the Leon County Research and Development Authority, hereinafter referred to as "LCRDA".
The OFFEROR, in compliance with the Request for Qualifications 20-01 for Architectural Professional Services: North Florida Innovation Labs Building (RFQ), having examined the specifications with related documents and the sites of the proposed work, and being familiar with all of the conditions of the proposed work, including the availability of materials and labor, hereby proposes to furnish all labor, material and supplies and at the compensation to be negotiated if selected as a most qualified firm. The compensation to be negotiated will cover all expenses incurred in performing the work required under the SOQ documents, of which this SOQ is a part. The compensation will be firm and shall not be subject to adjustment provided this SOQ is accepted and compensation negotiated within ninety (90) days after the time set for receipt of SOQs.
OFFEROR hereby agrees to commence work under this contract on or before a date to be specified in a written "Notice to Proceed" to be issued by the LCRDA.
Upon receipt of the Notice of Award, OFFEROR will expeditiously negotiate a formal contract on or before January 11, 2021, for approval by the LCRDA Board of Governors, and deliver Insurance Certificates as required.
The undersigned hereby declares that only the persons or firms interested in the SOQ as principal or principals are named herein, and that no other persons or firms than are herein mentioned have any interest in this SOQ or in the contract to be entered into; that this SOQ is made without connection with any other person, company, or parties likewise submitting a SOQ; and that it is in all respects for and in good faith, without collusion or fraud.
DEVIATIONS FROM SPECIFICATIONS IF ANY:

Leon County R&D Authority

Submission Deadline: December 9, 2020, 2:00pm

I have read all of the specifications.	specifications and r	equirements	s and do hereby certify that all items s	ubmitted meet
COMPANY:	· · · · · · · · · · · · · · · · · · ·		AGENT NAME:	
ADDRESS:				
			ZIP CODE:	
TELEPHONE:		_ FAX:		
EMAIL:				
			Respectfully submitted,	
Attest:				
By:		Ву:		
Print Name		Print Nan	ne	
Date		Title		

Leon County R&D Authority

Submission Deadline: December 9, 2020, 2:00pm

ATTACHMENT 2

EQUAL OPPORTUNITY/AFFIRMATIVE ACTION STATEMENT

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

Signed:	 	
Title:		
Offeror:		
Address:		

Leon County R&D Authority

Submission Deadline: December 9, 2020, 2:00pm

ATTACHMENT 3

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

- 1) The Offeror 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 date been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of these offenses enumerated in paragraph (1)(b) of this certification; and
 - d) Have not within a three-year period preceding this application/Proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- 2) Where the Offeror is unable to certify to any of the statements in this certification, such Offeror 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.

Leon County R&D Authority

Submission Deadline: December 9, 2020, 2:00pm

ATTACHMENT 4

AFFIDAVIT CERTIFICATION IMMIGRATION LAWS

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

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

OFFEROR ATTESTS THAT IT IS FULLY COMPLIANT WITH ALL APPLICABLE IMMIGRATION LAWS (SPECIFICALLY TO THE 1986 IMMIGRATION ACT AND SUBSEQUENT AMENDMENTS).

Company Name:	
Signature:	Title:
STATE OFCOUNTY OF	
Sworn to and subscribed before me this day of	
Personally known	NOTARY PUBLIC
OR Produced identification	Notary Public - State of
(Type of identification)	My commission expires:
	Printed, typed, or stamped commissioned name of notary public

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

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

Leon County R&D Authority

Submission Deadline: December 9, 2020, 2:00pm

ATTACHMENT 5 INSURANCE CERTIFICATION FORM

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

1.	Is/are the insurer(s) to be used for all required insurance (except Workers' Compensation) listed by Best with a rating of no less than A:VII?						
	YES	No					
	Commercial General Liability:	Indicate Best Rating: Indicate Best Financial Classification:					
	Automobile Liability:	Indicate Best Rating: Indicate Best Financial Classification:					
2.	Is the insurer to be used A:VII?	I for Workers' Compensation insurance listed by Best with a rating of no less than					
	YES	No					
	Indicate Best Rating: Indicate Best Financial	Classification:					
	If answer is NO, provid	le name and address of insurer:					
		stain the required types and limits of coverage for this RFQ, as identified within sure to carefully review and ascertain that the Offeror either has coverage or will ther levels.					
	YES	No					
Pleas	se mark the appropriate b	oox:					
Cove	erage is in place	Coverage will be placed, without exception					
The	undersigned declares und	der penalty of perjury that all of the above insurer information is true and correct.					
Nam	e Typed or Printed	Signature					
Date		Title					

(Company Risk Manager or Manager with Risk Authority)

Leon County R&D Authority

Submission Deadline: December 9, 2020, 2:00pm

ATTACHMENT 6

DRUG FREE WORK PLACE FORM

Drug-Free Work Place: Yes N/A
If Yes, please complete the remainder of this form.
The undersigned Offeror hereby certifies that (Name of Business) does:
Publish statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
Give each employee engaged in providing the commodities or contractual services that are proposed a copy of the statement specified in subsection (1).
In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or novo contender to, any violation of Chapter 893, Florida Statutes, or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
Impose a sanction on or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.
As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.
Offeror's Signature
Date

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

Leon County R&D Authority

Submission Deadline: December 9, 2020, 2:00pm

ATTACHMENT 7 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:

- 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 Qualifications by the Leon County R&D Authority; and
- b) Holds any business license required by Leon County (or one of the other local counties), and, if applicable, the City of Tallahassee; and
- c) Is the principal offeror who is a single offeror; a business which is the prime contractor and not a subcontractor; or a partner or joint venturer submitting an offer in conjunction with other businesses.

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

licenses. Failure to provide the information requested v	viii resuit iii deriia	ai oi certification a	is a local business.
Business Name:			
Current Local Address:			Phone: Fax:
If the above address has been for less than six months	s, please provide	the prior address	S.
Length of time at this address:			
Home Office Address:			Phone: Fax:
Signature of Authorized Representative		Date	
STATE OFCOUNTY OF			
The foregoing instrument was acknowledged before me	this	day of	, 20
By (Name of officer or agent, title of officer or agent	, of nt)	(Name of	, corporation acknowledging)
a corporation (State or place of incorporation)			
or has produced(type of identification)		_as identification	
		Signature of	Notary
Return Completed form with supporting documents to:	Pı	rint, Type or Stam	p Name of Notary
Leon County R&D Authority, Ron Miller 2051 E. Paul Dirac Drive, Suite 100 Tallahassee, Florida 32310		Title or	Rank
•		Serial Numb	per, If Any

ATTACHMENT 8

OFFEROR REGISTRATION FORM

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

Official Registration - Companies must officially register, before December 9, 2020, in order to be placed on the Offeror registration list for this solicitation. This list is used for communications to prospective companies.

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

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

Questions & Answers - Questions concerning the RFQ, required submittals, evaluation criteria, response schedule, or selection process, and requests for interpretations or corrections of any or actual or perceived ambiguity, inconsistency or error which the company may discover shall be directed in writing to Ron Miller. Such written questions and requests shall be: (1) received by Ron Miller no later than December 2, 2020 at 2:00 p.m. EST; (2) signed by a person authorized to contractually bind such company; and (3) directed to Ron Miller by the company by e-mail. Answers to such questions will be posted on the LCRDA's website http://innovation-park.com/opportunities/.

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

Contact Information for Ron Miller –

• E-mail: rmiller@inn-park.com

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

EXHIBIT A SITE LOCATION AND CONCEPTUAL LAYOUT



EXHIBIT B

INSURANCE

NOTE: "Contractor", as used herein, shall mean the selected Offeror.

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

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

Leon County R&D Authority Phipps Building Lease Extension Draft Proposal* 11/20/2020

* Draft proposal (subject to LCRDA board approval)

		Original					
		Current		Extension		Change	
Square Footage	14,661						
Current Rate		\$	8.77395	\$	2.00000		
Monthly Rent		\$	10,720	\$	2,444		
Annual		\$	128,635	\$	29,322	\$	99,313
Average Maintenance			-	\$	24,000		(24,000)
Estimated CAM			-	\$	4,000		(4,000)
Net Change							71,313
x Original Extension Years							5
Total Original Extension Pe	eriod Cha	nge				\$	356,564
/ Proposed Extension Years							15
Extension Period Discount	Per Year					\$	23,771
Discount Per Square Foot						\$	(1.62137)
Current Rate							8.77395
Proposed Extension Rate	9					\$	7.15257
Proposed Annual Rent						\$1	04,863.89
Proposed Monthly Rent						\$	8,738.66

Insurance and Maintenance obligations remain as stipulated prior to extension

No CAM fees

Extension Period begins 10/1/2022 Extension Term 15 years

Expansion of facility to be determined at a later date

Leon County R&D Authority Executive Director Report to the Board of Governors December 1, 2020

1. Priority 1a: Incubator Construction and Development

- a. EDA: I had a phone conversation with Asa Williams and clarified that we don't need to have the kickoff meeting until after the architect is procured, and that the required project development timeline can be a rough draft before the architect is procured and will be adjusted a couple of times during the process. Submitted the draft project development timeline to EDA.
- b. Created a Microsoft Planner "Plan" with primary compliance requirements and due dates as stipulated in the award agreement, and other EDA requirements.
- c. Architect Procurement: Enlisted assistance from Mary Jo Spector from FSU facilities (architect who works on the research facilities) to assist in the architect procurement process. Reviewed Federal and State procurement and development requirements. Drafted the architect RFQ and issued following Executive Committee approval. Working on putting an evaluation committee together. Procurement and contract to be completed by February 4th BOG meeting.
- d. Will be working on incubator space planning during architect procurement process to gather as much needed information as possible. Recruiting subject matter experts who can help with the planning.
- e. Working with Chair Moore to setup a meeting with FAMU to discuss future operating funds commitment from FAMU.

2. Priority 1b: Financial Sustainability

- a. Florida Department of Transportation Lease: Negotiated lease extension which cancels the prior 5-year extension beginning 10/1/2022 and maintains the current lease rate less the net impact of the old extension spread over a 15-year extension. Reduces the net impact from \$72,000 per year over 5 years to \$24,000 per year over 15 years. Pending board approval and final lease amendment.
- b. Prospect for Eisenhower property land lease (partial): In discussions with early stage company to place a temporary building it manufactures on the property to be used for manufacturing other temporary buildings. Gathering more information related to potential zoning and property use issues.
- c. Office of Economic Vitality Recruiting:
 - i. Invited OEV's contracted lead generation firm, ROI to make presentation to the Board in February.
 - ii. OEV is in process of shooting videos of the Park for recruiting purposes.
 - iii. Working with OEV on setting up details of available space/land on its recruiting website
- d. Lease recruiting: Developing for board approval a list of categories of businesses suitable for permitted uses in the Park in order to provide guidance when trying to attract organizations.

Leon County R&D Authority Executive Director Report to the Board of Governors December 1, 2020

3. Airport Relationship:

- a. Had a zoom meeting with David Pollard and Kevin Graham. David is dealing with significantly reduced revenue and has had to scale back projects based on funding. The "tabletop exercise" they were working on that was progressing quickly and that we might learn from, has been placed on the back burner. I requested whatever drafts he could provide for our internal use to learn from. He agreed to provide.
- b. Both discussed thoughts about the need for a hotel. David has a plan for one by the airport, and FSU is looking at something along the new Airport Gateway Road near the golf course.
- c. Both agree that having periodic meetings is a good idea—probably 4 times per year. They think that we should include Cristina Paredes and someone from FAMU while staying away from Sunshine conflicts. Kevin is reaching out to the FAMU CFO to see if he has an interest.
- d. Kevin Graham to provide Airport Gateway update at the December Board Meeting

4. Media/PR/Community Relationships:

- a. Presented to the OEV stakeholder group information about the EDA grant and the development of the incubator facility and programs, current efforts to build future demand, and collaboration efforts with FAMU and DOMI. Eric Graban and Jason Robotham also presented (both are past TechGrant winners and Eric is the tenant in the Collins Building Lab). They talked about their early stage business and the local ecosystem.
- b. WFSU Perspectives: Chair Moore, myself, and Michael Tentnowski appeared on a Zoom'd recording of the program.
- c. WTXL Interview—Did an interview with the new weekend morning show host out at the trail. She would like to have me and folks from MagLab and Danfoss on her program.
- d. Served as a judge for the Wakulla Chamber of Commerce business competition.
- e. Working with Tallahassee Magazine on a Technology and Innovation Supplement along with Steve Evans, OEV, DOMI, SBDC, Greater Tallahassee Chamber and others.
- 5. Tech Grant: Staff did a great job shifting the elevator pitch night to a virtual format. Over 100 people participated using the Zoom webinar format. Award agreements have been completed and funds disbursed. Naomi will provide further update.
- 6. Trail: Some areas of the trail are beginning to wash out. These areas are being addressed by the engineer before final stormwater permits can be issued.
- 7. Deferred maintenance items being address: Several door replacements have been completed, and Stephanie is putting together an elevator upgrade scope of work for an RFP to be issued in February. See Stephanie's report for additional information.
- 8. Audit: Audit Committee held a required planning meeting. Fieldwork begins November 30 with the final approval of the audit by the Audit Committee expected in February with presentation to the Board at its April meeting.

November Report

- Reviewed CRM programs:
 - O Monday.com \$24/mo. (3 users). Although primarily used as a team communication tool, this program is visual, easy, and intuitive (no training is necessary). Transforms data from colorful and complex to basic and muted. Communicate and collaborate directly within an item so everything stays in context. Embed video conferences directly within items and tag attendees so meetings turn into action items seamlessly.
 - o HubSpot \$45/mo. Marketing, sales, and service software that helps businesses grow. A complete CRM platform with all the tools needed for growth in leads, sales, customer service, and even building a website.
 - Nutshell \$19/mo. per user. Design and execute a sales process that reduces time-wasting tasks and helps your reps know what to do at every moment. Specify the actions and follow-ups that need to happen from initial qualification through final negotiations, and accurately measure the impact of your efforts.
 - O Salesforce \$25/mo. per user. Integrates every part of the organization that interacts with customers including, marking, sales, service, and more into one CRM platform. Uses artificial intelligence to automate workflow, integrates easily with existing data and systems, and keeps data safe and secure
- Participated in Tallahassee Startup Week by presenting NFIL on the Resource Expo
- Working with Blue Quench to apply for a Revive! loan from ARPC
- Reviewing SBIR proposals with Piersica and EduClear
- Counseling with entrepreneurs
- Creating incubation written policies and procedures
- Finalizing NASA subcontract with FAMU
- Finalizing T-EEP curriculum and integrating it with TechGrant
- Reviewing EDA construction guidelines
- Writing up a past TechGrant winners report on their status

Director of Marketing & Engagement Report

Board of Governors meeting 12/1/20

TechTopics

- Most recent was held on Tuesday, November 17 at 11am
- NFIL Open House Blue Quench, Piersica, EduClear
- 25 attendees
- Featured on WTXL ABC 27
- https://www.wtxl.com/news/local-news/innovation-park-hosts-virtual-open-house-for-entrepreneurial-incubator-hub
- Next Tech Topics will be on Tuesday, February 16

TechGrant

- Event was on October 21, 2020
- Very successful event in the virtual platform for the very first time
- 145 total people registered, 106 attended
- \$15,000 winner WeatherTiger
- \$10,000 winner Nhu Energy
- 2021 event: October (date not set yet) and will likely be in a virtual format
- Working on integrating (T)EEP into the TechGrant application process
 - Participation in (T)EEP will be required to apply for TechGrant in 2022 but as we shift to this new requirement it will be strongly encouraged to participate in (T)EEP before applying for TechGrant in 2021.
 - Participating in (T)EEP will provide an advantage in that the course will go over the sections of the TechGrant application in depth and by the end of the course, participants will have 95% of the TechGrant application completed
- Working on mapping out the calendar for 2021 for event timeline and marketing

WFSU Perspectives

- Ron, Michael, and Kim were on WFSU Perspectives with Tom Flanigan on October 20 to discuss Innovation Park news, the incubator, etc.
- https://video.wfsu.org/video/perspectives-innovation-park-hrgk3c/

OEV Site Selection Video

 OEV is working with a local consulting company to produce a site selection video of Innovation Park

- Helped make connections between our Park organizations and the individual working on the video
- He went out to the Park and shot video and photo of several organizations
- Video should be completed by December 1

Social Media

Likes/follows

Facebook: 430 (+148 since February)
 Twitter: 509 (+21 since February)
 Instagram: 750 (+238 since February)
 LinkedIn: 132 (+63 since February)

Please share social media posts whenever you see them!

NAI Talcor Property Manager's Report to the Leon County R&D Authority Board of Governors 10/1/2020-11/30/2020

Occupancy:

Building	Leasable Square Feet	Vacant Square Feet	% Vacant
Phipps	14,661	0	0%
Morgan	21,936	13,803	63%
Johnson	28,385	0	0%
Collins	18,435	15,439	84%
Knight	1,512	516	34%
Total	90,622	29,758	33%

Non-Routine Repairs & Maintenance:

	Completed Since Last		
Phipps	 Report Relocated fresh air intake from workshop to exterior. Rowe Roofing preformed a roof inspection. 	• None	 The irrigation system is not connected and has no backflow.
Morgan	 Installed bushes around newly installed generator. Painted exterior metal doors. Pruned trees in parking lot and from around the building. Painted wall located on second floor rm. 130. Georgia Florida installed a signal booster for the access system panel. 	 Maintenance continues to balance the HVAC for the building. Re-paint curbs and handicap areas with blue and yellow safety paint. 	 Common areas - Carpet cleaning and the interior of entrance ways. Re-pave parking lot
Collins	 Install new light lenses for exterior light bollards. Repaired several exhaust fans on roof. Wrapped two HVAC drain lines in lab. 	 Maintenance continues to balance the HVAC in the building. Patch various walls in vacant areas. Repair exterior EIFS (External Insulation System) on facia located on the SE corner of the building. 	 Re-pave parking lot. Repair walkways located on backside of the building near parking area.

NAI Talcor Property Manager's Report to the Leon County R&D Authority Board of Governors 10/1/2020-11/30/2020

	Completed Since Last				
Building	Report	In Process	Deferred/To Do		
Johnson	 Repaired cracked tiles in lobby. Installed bottle filling station located in the first-floor lobby. Pruned trees in parking lot and from around the building. Replaced belt to loading dock roll up door. Replaced metal exterior door and paint to match. Painted roll up door along with 4 metal exterior doors. HVAC motor replaced. Replaced three disconnect boxes on exterior. Repaired womens restroom counter on 1st floor. 	 Removing hard water stains from exterior windows. Re-paint curbs and handicap areas with blue and yellow safety paint. 	 Missing up light on right side of Johnson building. Re-pave parking lot. 		
Knight	Replaced motion security light on exterior.	 Re-paint curbs and handicap areas with blue and yellow safety paint. 	 Back deck in need of repair. Wood rot is visible and deck needs paint. Exterior paint Interior paint of common areas. 		
Fuqua	 Restroom doors painted. Replaced men's restroom door, 1st floor. 	Replaced stair treads.	 Irrigation repair to the flower beds in the atrium areas. Elevator updates. Planting of flowers in flower beds to be planted once irrigation repairs have been completed in the spring. Painting of stairs and hand rails. 		
Common	 Relocated photo cell at Orange Ave. entrance sign. 	 Maintenance blows off all walkways, removes cobwebs, and wasps' nests on a regular basis. 	 Irrigation repairs around entrance monument signs. Plants and flowers around entrance monument signs. 		

NAI Talcor Property Manager's Report to the Leon County R&D Authority Board of Governors 10/1/2020-11/30/2020

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

	Invoice	Invoice	Last Contact	Tenant Response/Date to be
Tenant	Date	Amount	Date	Paid/Comments
None to report				

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

- Maintenance continues to walk all buildings leased and vacant, checking for roof leaks and other
 maintenance issues, clears any cobwebs, turns on lights, and balances the HVAC in all offices to
 insure there are no humidity issues. Maintenance also, sanitizes any and all high touch areas in
 all buildings each day.
- 2. Management has been working on getting the scope of work together for the Fuqua Center elevator RFP.
- 3. Stairwells will be painted in Morgan and Johnson Buildings along with the Johnson building lobby in January.
- 4. The irrigation at both main entrances located on Orange Ave. and Roberts will be repaired in December along with new plants.
- 5. There were two wash outs located around the Central Pond trail. The County will be repairing them as part of the installation contract.
- 6. Management requested that the paving of the Collins, Morgan, Johnson parking lots be moved to the beginning of September to be completed before the end of the budget year.
- 7. CAM invoices for the 2019-2020 budget year were sent out for INN-TIC.