



Leon County Research & Development Authority

REQUEST FOR PROPOSALS

for

Professional Auditing Services

RFP 17-01

Release Date: April 17, 2017

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I. INTRODUCTION

A. General Information and Overview

1. Leon County Research & Development Authority (“LCRDA”), a Florida Special District located in Tallahassee, Florida, is requesting proposals from qualified firms of certified public accountants to audit three years of financial statements commencing with the fiscal year ending September 30, 2017, with the option of auditing the financial statements for each of the four subsequent fiscal years (seven years maximum). These audits are to be performed in accordance with generally accepted auditing standards, the standards for financial audits set forth in the United States General Accounting Office's Government Auditing Standards, Chapter 10.550, Rules of the Auditor General, Local Governmental Entity Audits; and any other required standards that are or become applicable.
2. A pre-proposal conference is scheduled for 3:00 P.M., Wednesday, May 10, 2017, in the LCRDA Conference Room, 1736 W. Paul Dirac Drive, Tallahassee, Florida 32310 to respond to any questions you may have about the RFP.
3. All questions before and after the pre-proposal conference concerning this RFP shall be directed **in writing** via email to:

Ron Miller, Executive Director
Email: Rmiller@inn-park.com
Subject: RFP 17-01

Each Vendor shall examine the Request for Proposal documents carefully; and, no later than 2:00pm, Tuesday, May 23, 2017, may make a written request to LCRDA for interpretations or corrections of any ambiguity, inconsistency or error which may be discovered. All interpretations or corrections will be issued as addenda, emailed to all proposers, and posted to the <http://LCRDA.org> website not later than 5:00pm, Monday, May 26, 2017.

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

Prohibited Communications:

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

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

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

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

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

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

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

for receipt, no later than 2:00 P.M., Monday, June 5, 2017. Proposals must be submitted in a sealed envelope clearly marked with the name of the audit firm and the Proposal Number RFP 17-01. Please DO NOT bind the proposals in any way other than a single staple, binder clip, or paper clip. The sealed proposals will be publicly opened shortly thereafter.

Proposals may not be withdrawn after this time or within the ensuing sixty (60) day period. Proposals may be withdrawn prior to 2:00 P.M., Monday, June 5, 2017, if so requested in writing. Proposals received after this time will not be considered.

6. LCRDA reserves the right to reject any proposal which may be considered irregular, incomplete, or which shows serious omission, unauthorized alteration of form, unauthorized alternate proposals, or is submitted after 2:00 P.M., Monday, June 5, 2017. LCRDA reserves the right to accept or reject any and all proposals and to waive all nonmaterial irregularities in any or all proposals submitted.
7. LCRDA reserves the right to retain all proposals submitted and to use any idea in a

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

8. Proposals submitted will be evaluated by the Audit Committee, created by the Board and pursuant to the provisions of Section 218.391, Florida Statutes, with membership appointed by the Chair of the Board. During the evaluation process, the Audit Committee and LCRDA reserve the right, where it may serve the best interests of LCRDA, to request additional information or clarifications from proposers, or to allow corrections of errors or omissions.
9. If more than three firms submit responsive proposals, a preliminary Audit Committee meeting may be held on June 15, 2017 to narrow the number of firms for oral presentation and final ranking. Firms are not required to attend, and will not make oral presentations at this meeting.

It is anticipated that the final ranking of firms will occur at the Audit Committee Meeting scheduled to be held on Thursday, June 22, 2017. Firms being included in the final ranking must attend this final ranking meeting and may be requested to make oral presentations. The negotiation process and approval and execution of the contract will occur subsequent to this meeting.

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

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

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

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

B. Term of Engagement

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

C. Joint Ventures/Subcontracting

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

II. NATURE OF SERVICES REQUIRED

A. Scope of Work to be Performed

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

B. Auditing Standards and Requirements to be Followed

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

C. Reports to be Issued

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

Auditing Standards, Florida Statutes or Florida Administrative Code.

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

D. Special Considerations

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

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

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

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

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

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

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

E. Working Paper Retention and Access to Working Papers

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

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

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

quality review process.

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

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

III. DESCRIPTION OF THE LEON COUNTY R&D AUTHORITY

A. Name and Telephone Number of Contact Person Key Personnel

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

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

B. Background Information

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

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

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

Additional background information is available on the LCRDA websites:

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

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

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

C. Basis of Accounting

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

D. Relationship to Leon County Government

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

E. Budgets

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

F. Pension Plan

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

G. Finance Operations

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

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

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

H. Computer Systems

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

I. Availability of Prior Audit Reports

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

IV. SCHEDULE

A. Proposal Calendar

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

Request for Proposals issued	Monday, April 17, 2017
Due date for notification of interest	Monday, May 8, 2017, 2:00pm
Pre-proposal conference	Wednesday, May 10, 2017, 3:00pm
Deadline for questions	Tuesday, May 23, 2017, 2:00pm
Responses to questions posted by	Friday, May 26, 2017, 5:00pm
Due date for proposals	Monday, June 5, 2017, 2:00pm

B. Notification and Contract Dates

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

Audit Committee, preliminary meeting (if needed)	Thursday, June 15, 2017, 9:00am
Audit Committee approval of ranking, authority to negotiate contract	Thursday, June 22, 2017, 1:00pm
Executive Committee approval of negotiated contract	Tuesday, July 18, 2017, TBD
Board of Governors ratification	Thursday, August 3, 2017, 11:00am

C. Date Audit May Commence

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

D. Schedule for the Fiscal Year 2016-17 Audit

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

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

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

E. Audit Committee Meetings

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

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

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

F. Final Report and Approval

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

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

A. Accounting Staff and Clerical Assistance

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

B. Computer and Data Assistance

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

C. Work Area, Telephones, Photocopying and Facsimile Machines

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

D. Report Preparation

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

VI. PROPOSAL REQUIREMENTS

A. General Requirements

1. Submission of Notification of Interest

Firms interested in submitting a proposal are encouraged to submit no later than 2:00 P.M., Monday, May 8, 2017 their "Notification of Interest" in the format attached as Appendix H. This notification will enable us to provide interested parties with all proposal related information.

2. Pre-proposal Conference

A conference for firms interested in submitting proposals will be held at 3:00 P.M., Wednesday, May 10, 2017, at the LCRDA offices, 1736 W. Paul Dirac Drive, Tallahassee, Florida 32310. Both verbal and written questions will be accepted during the conference.

3. Inquiries

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

4. Submission of Proposals

The following material must be received no later than 2:00 P.M., Monday, June 5, 2017, for a proposing firm to be considered:

- a. Title Page: Title page showing the Request for Proposals' subject; RFP number 17-01; the firm's name; and the name, address, and telephone number of a contact person; and the date of the proposal.
- b. Table of Contents.
- c. Transmittal Letter: A signed letter of transmittal shall be submitted, briefly stating the proposer's understanding of the work to be done, the commitment to perform the work within the time period, a statement why the firm believes itself to be best qualified to perform the engagement, and a statement that the proposal is a firm and irrevocable offer for sixty (60) days after the submission deadline.
- d. Summary of the firm's current workload and ability to satisfy the requirements of LCRDA. A brief statement should be included on the firm's background, organization, and size.
- e. Technical Proposal: The technical proposal should follow the order set forth in section VI.B. of the RFP.
- f. Executed copy of the Proposer Guarantee attached to this Request for Proposals (Appendix C).
- g. Equal Opportunity/Affirmative Action Requirements: The contractors and all subcontractors shall agree to a commitment to the principles and practices of equal opportunity in employment and to comply with the letter and spirit of federal, state, and local laws and regulations prohibiting discrimination based on race, color, religion, national region, sex, age, handicap, marital status, and political affiliation or belief. For federally funded projects, in addition to the above, the contractor shall agree to comply with Executive Order 11246, as amended, and to comply with specific affirmative action obligations contained therein. In addition to completing the Equal Opportunity/Affirmative Action Statement, (Appendix D), the Proposer shall include a copy of any affirmative action or equal opportunity policies in effect at the time of submission.
- h. Certification Regarding Debarment, Suspension, and Other Responsibility Matters: The prospective primary participant must certify to the best of its knowledge and belief, that it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency and meet all other such responsibility matters as contained on the attached certification form (Appendix E).
- i. Public Entity Crimes Statement: The prospective primary participant must certify on the attached form (Appendix F), to the best of its knowledge and belief, that it and its principals comply with the Florida Statutes Section

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

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

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

for receipt, no later than 2:00 P.M., Monday, June 5, 2017. Proposals must be submitted in a sealed envelope clearly marked with the name of the audit firm and the Proposal Number RFP 17-01. Please DO NOT bind the proposals in any way other than a single staple, binder clip, or paper clip. The sealed proposals will be publicly opened shortly thereafter.

B. Technical Proposal

1. General Requirements

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

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

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

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

2. Independence

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

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

3. License to Practice in the State of Florida

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

4. Firm Qualifications and Experience

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

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

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

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

5. Partner, Supervisory, and Staff Qualifications and Experience

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

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

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

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

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

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

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

6. Prior Engagements with LCRDA

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

7. Similar Engagements with Other Governmental Entities

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

8. Specific Audit Approach

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

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

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

9. Identification of Anticipated Potential Audit Problems

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

10. Insurance

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

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors. The cost of such insurance shall be included in the Contractor's bid.

1. Minimum Limits of Insurance. Contractor shall maintain limits no less than:
 - a. General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
 - b. Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage. (Non-owned, Hired Car).
 - c. Workers' Compensation and Employer's Liability: Insurance covering all employees meeting Statutory requirements in compliance with the applicable state and federal laws and Employer's Liability with a limit of \$500,000 per accident, \$500,000 disease policy limit, \$500,000 disease each employee. Waiver of Subrogation In lieu of Additional Insured is required.
 - d. Contractor shall carry professional liability insurance of the types necessary to protect the Firm from any professional liability arising under this agreement with a minimum \$1,000,000 liability limit. The deductible shall not exceed \$25,000 and, if greater than \$1,000, must be guaranteed by Contractor for the difference between the deductible and \$1,000. The professional liability insurance coverage for the services provided under this agreement shall be maintained in force from the date of the contract until a date at least one (1) year following the actual completion of the provision of any services under the terms of this agreement.
2. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by LCRDA. At the option of LCRDA, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects LCRDA, its officers, officials, employees and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.
3. Other Insurance Provisions. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to LCRDA.
4. Acceptability of Insurers. Insurance is to be placed with insurers with a Best's rating of no less than A:VII.
5. Verification of Coverage. Contractor shall furnish LCRDA with certificates of insurance and with original endorsements effecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements are to be received and approved by LCRDA

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

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

6. Subcontractors. Contractors shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

VII. EVALUATION PROCEDURES

A. Audit Committee

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

B. Review of Proposals

The Audit Committee will use a point formula during the review process to score proposals. Each member of the Audit Committee will first determine responsiveness to the Request for Proposals by making sure all terms of the Request for Proposals were followed. Any proposal determined not to be responsive by a majority of the committee will be eliminated from further consideration. For those proposals determined to be responsive, each member of the Audit Committee will score each technical proposal using the criteria described in the RFP section VII.C. below. Each member's top three firms will be assigned three, two, and one points, respectively. These points will be totaled for all members to determine the recommended ranking of the top three firms. In the event of a tie for first, second, or third position, the affected ranking will be determined by a vote of the committee. The Audit Committee will meet and may require oral presentations as necessary during this process.

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

C. Evaluation Criteria

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

1. Mandatory Elements
 - a. The audit firm is independent and licensed to practice in the State of Florida.
 - b. The professional personnel of the audit firm have received adequate continuing professional education within the preceding two years.
 - c. The firm has no conflict of interest with regard to any other work performed by the firm for LCRDA.
 - d. The firm submits a copy of its most recent external quality control review report and the firm has a record of quality audit work.
 - e. The firm adheres to the instructions in this Request for Proposals on preparing and submitting the proposal.

2. Technical Qualifications: (Maximum Points - 95)
 - a. Expertise and Experience (Maximum Points - 50)
 - (1) The past experience and performance of the firm (and specifically the local office which will be performing the engagement) on comparable government engagements (Maximum Points - 20).
 - (2) The quality of the professional personnel of the firm to be assigned to the engagement and the quality of the management support personnel of the firm to be available for technical consultation (Maximum Points - 20).
 - (3) The experience of the firm in performing single audits of federal or state financial assistance programs (Maximum Points - 10).
 - b. Audit Approach (Maximum Points - 45)

Example of items considered in points awarded:

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

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

D. Other Factors

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

E. Preliminary Scoring

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

F. Final Selection

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

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

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

It is anticipated that the ranking of firms and authorization to negotiate will be approved by the Audit Committee on June 22, 2017. Negotiation of a contract will be performed on

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

G. Right to Reject Proposals

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

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

VIII. ADDITIONAL CONSIDERATIONS

A. Cost of Service Requirements for Selected Auditor

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

1. Total All-inclusive Maximum Price

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

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

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

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

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

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

4. Rates for Additional Professional Services

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

5. Manner of Payment

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

B. Request for Proposals/Contract

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

C. Termination Provisions

1. Termination for Convenience of LCRDA

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

2. Default

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

D. Ethical Business Practices

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

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

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

E. Local Preference in Purchasing and Contracting

1. Preference in Requests for Proposals. In letting of contracts for procurement of contractual services for which a request for proposals is developed with evaluation criteria, additional points shall be added to the total score for a local preference, as follows:
 - a. Individuals or firms which have a home office located within Leon, Gadsden, Wakulla, or Jefferson County, and which meet all of the criteria for a local business as set forth in this article, shall be given a preference in the amount of five (5) points.
 - b. Individuals or firms which do not have a home office located within Leon, Gadsden, Wakulla, or Jefferson County, and which meet all of the criteria for a local business as set forth in this article, shall be given a preference in the amount of three (3) points.
2. Local business definition. For purposes of this section, "local business" shall mean a business which:
 - a. Has had a fixed office located in and having a street address within Leon, Gadsden, Wakulla, or Jefferson County for at least six (6) months immediately prior to the issuance of the request for competitive bids or request for proposals by LCRDA; and
 - b. Holds any business license required by Leon County and, if applicable, the City of Tallahassee; and
 - c. Is the principal offeror who is a single offeror; a business which is the prime contractor and not a subcontractor; or a partner or joint venturer submitting an offer in conjunction with other businesses.

3. Certification. Any vendor claiming to be a local business as defined shall so certify in writing to LCRDA. The certification shall provide all necessary information to meet the requirements of above. The Local Vendor Certification Form is enclosed (Appendix G). LCRDA shall not be required to verify the accuracy of any such certifications, and shall have the sole discretion to determine if a vendor meets the definition of a "local business."
- F. Minority, Women and Small Business Enterprise (MWSBE) Preference
1. Preference in Requests for Proposals. In letting of contracts for procurement of contractual services for which a request for proposals is developed with evaluation criteria, a preference of five (5) points shall be added to the total score for a certified MWSBE.
 2. Certification. Any vendor claiming to be an MWSBE shall provide evidence of certification from the Tallahassee-Leon County Office of Economic Vitality, or the State of Florida.

IX. APPENDICES

APPENDIX

A. Findings from Recent External Audits

MANAGEMENT LETTER COMMENTS

Fiscal Year: 2015-16

None

Fiscal Year: 2014-15

Recommendation to improve financial management:

15-001 Current Contract Rates for Cash Disbursements

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

Fiscal Year: 2013-14

None

APPENDIX

B. List of Key Personnel

LCRDA Board of Governors:

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

* Audit committee chair

** Current Audit Committee Members—subject to change

Alternates:

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

LCRDA Employees:

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

General Counsel-Broad & Cassel

Melissa Van Sickle

NAI Talcor Employees:

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

APPENDIX

C. Proposer Guarantees

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

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

APPENDIX

D. Equal Opportunity/Affirmative Action Statement

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

Signed: _____

Title: _____

Firm: _____

Address: _____

APPENDIX

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

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

Signature

Title

Contractor/Firm

Address

Appendix
F. Public Entity Crimes Statement

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

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

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

by _____
(print individual's name and title)

for _____
(print name of entity submitting sworn statement)

whose business is _____

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

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

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

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

4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), **Florida Statutes**, means:

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

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

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

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

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

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

(Signature)

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

Personally known _____

Notary Public - State of _____

OR Produced identification _____

My commission expires _____

(Type of identification)

(Printed typed or stamped commissioned name of notary public)

**APPENDIX
 G. Local Vendor Certification**

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

- a) Has had a fixed office located in and having a street address within Leon, Gadsden, Wakulla, or Jefferson County for at least six (6) months immediately prior to the issuance of the request for competitive bids or request for proposals by the Leon County R&D Authority; and
- b) Holds any business license required by Leon County (or one of the other local counties), and, if applicable, the City of Tallahassee; and
- c) Is the principal offeror who is a single offeror; a business which is the prime contractor and not a subcontractor; or a partner or joint venturer submitting an offer in conjunction with other businesses.

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

Business Name:	
Current Local Address:	Phone: Fax:
If the above address has been for less than six months, please provide the prior address.	
Length of time at this address:	
Home Office Address:	Phone: Fax:

 Signature of Authorized Representative

 Date

STATE OF _____
 COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20__.

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

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

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

 Signature of Notary

 Print, Type or Stamp Name of Notary

 Title or Rank

 Serial Number, If Any

Return Completed form with supporting documents to:

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

APPENDIX
H. Sample Letter of Interest

VIA Email to: Rmiller@inn-park.com

[DATE]

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

RE: Notification of Interest

Dear Mr. Miller:

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

Yours very truly,

Contact Information:

Name:
Company:
Telephone:
Email: