

# AGENDA

## Hardee County Economic Development Council Hardee County Industrial Development Authority

Commission Chambers 412 W. Orange, Room 102, Wauchula, FL 33873 Regular Meeting

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7/25/2017 8:30 AM

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### BOARD MEMBERS

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Vanessa Hernandez, Chairwoman | Gene Davis, Vice-Chairman | Monica Reas | Courtney Green |  
Dorothy Conerly | Lory Durrance | Calli Ward | Tommy Watkins | Bill Lambert

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- Item 1. Call to Order
- Item 2. Approval of Agenda
  - Item 2.1. Motion to approve agenda as presented
- Item 3. Approval of Minutes
  - Item 3.1. June 2017 EDC/IDA Minutes
- Item 4. Agenda Items
  - Item 4.1. FHERO Marketing Video
  - Item 4.2. DRAFT EDC Budget FY 2017-2018
  - Item 4.3. DRAFT IDA Budget FY 2017-2018
  - Item 4.4. Bill of Sale- City of Wauchula-Will Duke
  - Item 4.5. BioSurf Pro, Inc/ Rhamnolipid Presentation
  - Item 4.6. Career Tech presentation
  - Item 4.7. DRAFT RFP for Engineering Services
- Item 5. Project Updates/Chair Updates

- Item 6.                      Financial Report
  - Item 6.1.                  June 2017 EDC/IDA Financials
- Item 7.                      Announcements/Other Business/Public Comments
- Item 8.                      Adjournment

## **BILL OF SALE**

KNOW ALL MEN BY THESE PRESENTS, that **HARDEE COUNTY INDUSTRIAL DEVELOPMENT AUTHORITY**, a public agency organized under the laws of the State of Florida, whose address is 107 East Main Street, Wauchula, Florida 33873, party of the first part, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00), lawful money of the United States, to it paid by **CITY OF WAUCHULA**, a municipal corporation created under the laws of the State of Florida, of 126 South Seventh Avenue, Wauchula, Florida 33873, party of the second part, the receipt whereof is hereby acknowledged, has granted, bargained, sold, transferred, and delivered, and by these presents does grant, bargain, sell, transfer and deliver unto the said party of the second part, the following:

### **Description of Work Area:**

**Project starts at the intersection of U.S. Hwy. 17 S. and Will Duke Road runs east to U.S. Hwy 17 N. Crosses under Hwy. 17 N turns and runs North on Hwy 17 N. to Sanitary Manhole at Sta 140+59.31.**

### **WATER MAIN:**

**3,250 linear feet of 8-inch diameter and 140 linear feet of 12-inch diameter potable water main, and miscellaneous valves, and restoration.**

### **LIFT STATION:**

**Lift Station is located between Hwy. 17 N. and Hwy. 17 S on the north side of Will Duke Road at Sta 13+09.11.  
Construction of a 6'diameter Pre-Cast lift station to include access covers and accessories, plug valves, check valves, pumps and pump-out connections.**

### **Gravity Sewer:**

**910 linear feet of 8-inch diameter gravity sewer that runs on the south side of Will Duke Road between Hwy. 17 N. and Hwy. 17 S. crosses Will Duke to man hole 6.**

### **Force Main:**

**5,160 linear feet of 6-inch diameter force main that runs from the lift station crosses Will Duke Road runs on the south side of Will Duke Under Hwy 17 N. turns and runs north to Dog House man hole located at Sta 140+59.31.**

TO HAVE AND TO HOLD the same unto the said party of the second part forever.

And it does covenant to and with the said party of the second part that it is the lawful owner of the above; that it is free from all encumbrances; that it has good right to sell the same as aforesaid, and that it will warrant and defend the sale of the said property unto the said party of the second part, against the lawful claims and demands of all persons whomsoever.

Signed on this \_\_\_\_ day of July, 2017.

*Signed, Sealed and Delivered  
in the Presence of:*

**HARDEE COUNTY INDUSTRIAL DEVELOPMENT  
AUTHORITY, a public agency organized  
under the laws of the State of Florida**

By: \_\_\_\_\_  
**VANESSA HERNANDEZ, Chairwoman**

\_\_\_\_\_  
First Witness

\_\_\_\_\_  
Second Witness

STATE OF FLORIDA  
COUNTY OF HARDEE

The foregoing instrument was acknowledged before me this \_\_\_\_ day of July, 2017, by **Vanessa Hernandez, Chairperson of Hardee County Industrial Development Authority, a public agency organized under the laws of the State of Florida**, on behalf of the agency, to me well known to be the person described in and who executed the foregoing Bill of Sale, and she acknowledged before me that she executed the same freely and voluntarily for the purposes therein expressed.

WITNESS my hand and official seal in the County and State aforesaid this \_\_\_\_\_ day of July, 2017.

\_\_\_\_\_  
NOTARY PUBLIC

**HARDEE COUNTY  
INDUSTRIAL DEVELOPMENT AUTHORITY  
107 East Main Street  
Wauchula, FL 33873**

REQUEST FOR PROPOSAL (RFP) FOR  
“A CONTINUING CONTRACT FOR MISCELLANEOUS PROFESSIONAL  
ENGINEERING SERVICES”



Deadline for Submittal and Opening Date/Time:  
XXXX/ 4:00 PM

Submit to: Sarah Pelham – EDC Coordinator  
Hardee County Industrial Development Authority  
107 East Main Street  
Wauchula, FL 33873

Date published: XXXX

## **REQUEST FOR PROPOSAL**

### ALL INTERESTED PARTIES:

The Hardee County Industrial Development Authority (IDA), hereinafter referred to as IDA, will receive letters of interest and qualifications together with the Proposer's forms included herein and any other information relative to the qualifications, knowledge, experience, expertise or proficiency of the Proposer, at the Hardee County IDA office, 107 East Main Street, Wauchula, Florida 33873, for:

### **“A CONTINUING CONTRACT FOR MISCELLANEOUS PROFESSIONAL ENGINEERING SERVICES”**

Pursuant to the Request for Proposal (RFP), IDA is soliciting interested individuals and entities to submit qualifications statements, performance data and other information relative to the proposed engineering services in accordance with the Consultants' Competitive Negotiation Act (C.C.N.A.) – Chapter 287.055, Florida Statutes, and the IDA's Purchasing Policy and Procedures Manual.

RFP responses shall be submitted in a sealed envelope clearly marked “RFP: A Continuing Contract for Miscellaneous Professional Engineering Services.” The RFP response must be received by the IDA, either by mail or hand delivery, no later than 4:00 p.m. local time on **XXX**. A public opening will take place at or after 4:00 p.m. at the Hardee IDA office located at 107 East Main Street, Wauchula, Florida 33873 on the same date. A submittal by facsimile or electronic mail (email) will not be accepted. Any response received after 4:00 p.m. local time on said date will not be accepted under any circumstances. Any uncertainty regarding the time an RFP response is received will be resolved against the Proposer.

IDA reserves the right to reject any or all responses, to waive any or all non-material irregularities and technicalities to re-advertise for RFPs, with or without changes in the scope of work, to award in whole or in part to one or more Proposers, or take any other such actions that may be deemed to be in the best interest of the IDA.

This RFP is available on the IDA website [www.hardeebusiness.com](http://www.hardeebusiness.com), DEMAND STAR, or by email or hardcopy. To request a hard copy, contact:

Sarah Pelham, EDC Coordinator

Tel. No.: 863-773-3030 / Fax No.: 863-773-4915

Email: [sarah.pelham@hardeemail.com](mailto:sarah.pelham@hardeemail.com)

The IDA is an equal opportunity employer and does not discriminate due to race, religion, color, age, sex or national origin, or physical or mental handicap, or marital status.

All questions related to this RFP shall be submitted in writing by post mail or email to the Hardee IDA Office, attention Sarah Pelham, EDC Coordinator.

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## 1. INSTRUCTIONS AND TERMS

### I. REQUEST FOR LETTERS OF INTEREST PROCEDURE

Pursuant to the Request for Proposals (RFP), The IDA is soliciting interested Proposers to submit letter of interest and qualifications statements, performance data and other information relative to the professional engineering services described herein, and in accordance with the Consultants' Competitive Negotiation Act (C.C.N.A.) – Chapter 287.055, Florida Statutes, and the IDA's Purchasing Policy and Procedures Manual. Proposers and entities, which do not provide the information requested or which fail to meet the minimum qualification criteria shall be disqualified from further consideration. This RFP is divided into three (3) sections:

1. Instructions and Terms
2. Proposer's Forms: (Proposer's Certification, Qualification Statement, etc.)
3. Contract Form

Any questions or requests for clarifications concerning this RFP shall be submitted in writing by facsimile or E-mail and directed to Mrs. Sarah Pelham, Economic Development Coordinator, 107 East Main Street, Wauchula, FL, 33873; By Fax number 863-773-4915; or E-mail address: sarah.pelham@hardeemail.com. The RFP title shall be referenced on all correspondence and in the subject section of the email. **All questions must be received no later than noon, XXX** All responses to questions/clarifications, if deemed necessary by the IDA, will be sent to all prospective Proposers either electronically, in writing, by mail, by facsimile or in the form of an addendum, if applicable. No questions will be received verbally, and/or, after the deadline. Proposers are hereby notified that oral representations or discussions with the IDA, including its staff or consultants, shall not be binding upon the IDA.

Completed proposals shall be submitted by enclosing the completed Proposer's Forms and supporting information in a sealed envelope or container. The outside of the envelope shall positively identify the Proposer, the forms enclosed and the envelope clearly marked "RFP: A Continuing Contract for Miscellaneous Professional Engineering Services." In accordance with the C.C.N.A. requirements, Proposers shall not submit pricing proposals with their responses. The Proposer is responsible for all costs associated with the preparation of the RFP response.

The IDA will evaluate all written submissions received and will establish a short list of Proposers. The IDA may request additional information if deemed necessary for this evaluation. Only information contained within the Proposer's written submissions (including additional information, if required) will be considered. Staff will then request brief presentations from short-listed Proposers as needed in order to complete their rankings.

The IDA will hear presentations at the IDA's regular board meeting, to be held on **XXX, 2017**. The Hardee IDA will review staff's recommendations for the top ranked Proposer(s). If approved by the IDA, awards will be made up to five top ranked Proposer(s). The number of award of contracts shall be at the sole discretion of the IDA. The awarded proposers shall execute a contract with the IDA.



## EVALUATION CRITERIA

The following criteria, not necessarily listed in order of importance will be used to evaluate the proposals: Proposer Qualifications, Staffing Plan, Project Management Experience, References and Quality of Submittal. These criteria are general in nature and may be used to develop a more detailed evaluation work sheet. Proposers should be prepared to clearly address the Evaluation Criteria and all other information required by this RFP.

### A. Proposer Qualifications

1. Proposer's qualifications, including number of years in business, credentials and licenses.
2. The number of projects completed in Florida that are of similar scope for the specific task(s) for which the Proposer is submitting their qualifications.
3. Proposer's references and past performance record on municipal, county, IDA or commercial projects of scope completed in Florida.
4. Proposer's familiarity with the latest applicable engineering standards, development codes, permitting agencies regulations, permit applications and permitting procedures (as applicable).
5. Proposer's statement regarding:
  - i. Equal employment opportunity (EEO) and affirmative action to ensure non-discrimination against any employee or applicant for employment because of race, religion, color, age, sex or national origin, or physical or mental handicap, or marital status (Civil Rights Act of 1964, Title VI-Non-Discrimination).
  - ii. Americans with Disabilities Act (A.D.A.)
  - iii. Disadvantage Business Enterprise (DBE).

### B. Staffing

1. Proposer's in-house expertise for all related disciplines.
2. Ability of the Proposer's personnel, resources, facilities and equipment to perform and successfully complete the specific task(s) for which the Proposer is submitting its qualifications.
3. Resumes and relevant background information for the Proposer's key personnel (owners, project managers, supervisors, field representatives, field inspectors and other technical personnel) who will be directly or indirectly involved for the tasks specified herein.
4. Proposer's ability to provide qualified staff knowledgeable with all applicable engineering standards, development codes, permitting procedure and requirements of other governmental agencies (as applicable).

5. Proposer’s ability to provide accurate construction cost estimates and value engineering (as applicable).

C. Project Management Experience

1. Proposer’s ability to provide schedule controls, cost control and quality control for the tasks specified.
2. Proposer’s demonstrated ability and approach to handle the various tasks specified herein on a fast track or an expedited basis.
3. Proposer’s availability to begin the tasks specified herein and the Proposer’s availability to continue the Work on an on-going basis, as specified herein.
4. Proposer’s ability to produce, maintain, review, comment on and interpret a comprehensive Critical Path Method (CPM) project construction schedule (as applicable).

D. References

1. The IDA will contact Proposer’s previous project references. The Proposer agrees that the IDA may collect information regarding previous projects such as project type, cost, change orders, timely completion and others as may be necessary to determine similarity with IDA’s future tasks.

E. Quality of Submittal

1. Proposal must be complete including all required forms completed and executed.
2. Proposal must be organized for ease of evaluation.

Shortlist, Presentation and Evaluation Criteria

Pursuant to Chapter 287.055, Florida Statutes, “Consultants’ Competitive Negotiation Act,” the IDA is seeking to engage the professional services of up to 5 Proposers deemed to be most qualified to perform engineering services.

After review of all received proposals, the IDA will shortlist and schedule interviews and presentations with the Proposers if required. During the shortlisting of Proposers, the IDA shall consider factors such as:

	Proposed Evaluation Criteria	Points Range
A.	Qualifications	35
B.	Proposer’s In-house Knowledge, Skills, Professional Engineering in planning, design, permitting and overall project management	25
C.	Experience: Planning, Design, Plans Preparation, Permitting and	20
D.	References	10
E.	Quality of submittal	10
	Total Possible Points	100

After proposers are shortlisted, those proposers will be notified by telephone and/or email within 24 hours, followed up by letter, and advised of date, time, and location of interview and/or presentation. After interviews and presentations (if required), each voting member will indicate their choice of Proposers in order of preference.

The selection of one or more Proposers should not be interpreted as an exclusive or contractual obligation on the part of the IDA to have the selected Proposers perform all or any of these services. The IDA reserves the right to assign any of these services to other consultants, when in IDA's sole judgment, it deems it appropriate or in its best interest.

The IDA shall select up to five Proposers and enter into negotiations with them for professional services at compensation which IDA determines is fair, competitive, and reasonable to establish an agreement to be executed by IDA and each of the Proposers. When agreement is reached between IDA and the selected Proposers, the IDA and the selected Proposers will execute final contracts attached herein. Upon completion of successful negotiations, a recommendation of award of contract with each selected Proposer will then be presented to the Hardee IDA board. As the best interest of the IDA may require, the right is reserved to reject any and all or waive any minor irregularity or technicality in RFP Proposals received. It is IDA's intention to enter into a continuing services agreement for the engineering services meeting Section 287.055, Florida Statutes. IDA does not guarantee a minimum number of projects or amount of work.

## **II. SCOPE OF SERVICES**

### **INTRODUCTION**

It is the intent of IDA to utilize any of the selected Proposers for any task at the IDA's sole discretion. When the need for services for a specific project occurs, IDA shall enter into negotiations with the selected Proposer for a Project Agreement or Work Authorization, as provided for in the Continuing Contract Agreement, to cover the specific project. IDA does not guarantee a minimum amount of work that the selected proper(s) will perform.

### **SCOPE OF SERVICES**

Services will be retained by IDA on as needed basis. For example, the professional team may be asked to provide design, engineering peer review, construction oversight, permitting, and coordination with sub-consultants or with IDA-retained construction management, surveying consultants, inspectors and overall construction administration services for various miscellaneous IDA projects.

While there may be Proposers that may not be able to furnish all the services requested above within some work authorized project schedules, multi-disciplinary teaming may be required as applicable, all Proposers selected agree they may be retained as a sub-consultant to another professional Proposer selected in this process.

Some or all of the following tasks may be required by IDA: General consultation, civil engineering design, preparation of construction documents and specifications, bidding services, construction administration services, on-site representation, preliminary budget estimates, services to secure engineering, drainage, and all other required permits, and other engineering services for IDA for miscellaneous engineering projects.

The intent is to contract directly with a qualified civil engineering individual or firms. Where multi-disciplinary teaming is required and applicable, any of the following disciplines may be retained as sub-consultants: Construction inspection, geotechnical, surveying and environmental services. The Selected Proposers will perform one or combination of the tasks and skills in the following disciplines:

- Road, drainage and sidewalks
- Bridge and culverts
- Railroad crossings
- Stormwater and floodplain management
- Water distribution system and treatment plant
- Sanitary sewer collection and transmission system and treatment plant.
- G.I.S. and CAD drafting
- Performing or review of traffic impact studies, and traffic signal engineering
- Other miscellaneous services may be provided through sub-consultant:
  - ❖ Provide peer review,
  - ❖ Site development plans review services,
  - ❖ Geotechnical and Environmental assessment
  - ❖ Related surveying: as needed for design and construction layout work, producing as-built or record drawings, conducting public records research, preparing easements, legal descriptions and related sketches, Rights-of-way description, verification, or acquisition services, and other land surveying services.
  - ❖ Construction Engineering Inspection
  - ❖ Structural Engineering related to bridges and other structures.

COST LIMITATIONS

All Project Agreement for projects shall meet the following cost limitations in accordance with Section 287.055, F.S.:

1. Professional Services for Study Activity Projects shall not exceed two hundred thousand dollars (\$200,000.00); or
2. Professional Services shall be for construction projects not exceeding two million dollars (\$2,000,000.00); or
3. Professional Services for work of a specified nature as outlined in the Continuing Services Agreement.

POTENTIAL PROJECTS:

IDA does not guarantee a minimum amount of work or that any of the potential projects will be awarded or undertaken. IDA may issue a separate RFP for any project exceeding the cost limitation per Section 287.055, F.S., and meeting the State and federal requirements, or if deemed in the best interest of IDA. IDA may also desire to have the selected Proposer perform a project that is not in the list of potential projects.

[REST OF PAGE INTENTIONALLY LEFT BLANK]

### **III. PROPOSAL SUBMISSION REQUIREMENTS**

1. Proposals shall include the following and be in the following order:
  - A. Letter of Interest
  - B. Provide a Table of Contents (with items in the order listed below).
  - C. Provide a list of completed government projects in Florida that are of similar task(s) indicated in this RFP. The list must include the following:
    - i. Name, address and telephone number of the Owner.
    - ii. Name and telephone number of the owner's Project Manager.
    - iii. Name, location and address of project.
    - iv. Description of the Work (Indicate if Work was design).
    - v. Contract amount awarded to your Proposer and amount of Change orders, if any.
    - vi. Length of contract and time extensions, if any.
  - D. Provide a complete company background and history, including but not limited to, number of years in business, credentials, licenses, number of employees, and organizational chart identifying key staff members, their level of responsibility, their job titles and how long they have been with the company
  - E. Provide resumes and relevant background information for the company's key personnel (including owners, project managers, supervisors, field representatives, field inspectors and other technical personnel) who will directly or indirectly be involved for the tasks specified herein.
  - F. Provide an outline detailing, how the Proposer intends to provide schedule control, cost control, cost estimates and quality control for the tasks specified herein
  - G. Provide a statement detailing how the Proposer would handle the tasks specified herein on a fast track or expedited basis.
  - H. Provide a statement confirming the Proposer's availability to begin the tasks specified herein and confirming the Proposer's availability to continue the Work on an ongoing and as needed basis.
  - I. Provide a statement detailing the Proposer's familiarity with permitting agencies and permitting procedures, applicable construction standards and construction cost estimates (as applicable).
  - J. Provide a statement detailing the Proposer's in-house expertise for other disciplines.
  - K. Standard Form 254 and Standard Form 255, or Form 330, as preferred by Proposer.**
  - L. Attached to this RFP is a Proposer's Certification form, which all responding Proposers must complete in full. Failure to complete this form shall constitute grounds for disqualification of the responding Proposer from further consideration regarding this project. GSA Standard Form 330 may be completed and submitted

with the letter of interest proposal in addition to the required forms. An electronic form is also available at the following website: <http://gsa.gov/portal/forms/type/TOP>.

M. Completed and executed forms required in this RFP.

2. Copies of Submission

One unbound set with original signatures, five (5) bound copies, and one compact disk of the entire Proposal in Word and pdf formats, must be submitted to Hardee IDA office, to Sarah Pelham, Economic Development Coordinator, 107 East Main Street, Wauchula, FL 33873.

3. Addenda, Additional Information

Proposers are hereby notified that they shall not rely upon oral representations or discussions with the IDA, including its staff or consultants. Only those communications issued by the IDA, and which are in writing, may be considered as duly authorized expression. Also, only communications from responders that are signed, in writing, and timely submitted, will be recognized by IDA as duly authorized expressions on behalf of the Proposer. Requests for clarification or additional information should be submitted to the Economic Development Coordinator at [sarah.pelham@hardeemail.com](mailto:sarah.pelham@hardeemail.com).

All responses to questions or requests for clarification will be sent to prospective proposers, which have notified the IDA of an interest in the project, by email, facsimile, or other means, and in the form of an addendum if deemed necessary by the IDA. It is the responsibility of the interested Proposers to verify whether there is any addendum to this RFP prior to submission of responses in accordance herewith. The Proposer's Certification form shall be signed by an authorized company representative, dated and returned with the RFP.

During the effective time period of the RFP, any person or entity which submits a response, or that will be subject to evaluation under the terms of this RFP, shall not have any communication with the members of the Hardee IDA or the Selection Committee relative to this RFP, except as may be required during such presentations or interviews which may be provided by the terms of this RFP. NOTE: Proposers and/or vendors in violation may be subject to automatic disqualification from further consideration.

#### **IV. INSURANCE**

The Proposer shall provide as part of the Proposal certification that the Proposer has the ability to provide and meet the insurance requirements.

1. Prior to Award of a Project Agreement and in any event prior to commencing work, the Successful Proposer shall provide IDA with certified copies of all insurance policies providing coverage as required.
2. The Successful Proposer shall secure and maintain, at its own expense, and keep in effect during the full period of the Project Agreement/Work Authorization and at least one (1) year beyond a project completion, a policy or policies of insurance, which must include the following coverages and minimum limits of liability:
  - (a) Professional Liability Insurance in an amount not less than \$1,000,000 per occurrence.

- (b) Worker's Compensation and Employer's Liability Insurance for all employees of the Successful Proposer engaged in work under the Contract in accordance with the laws of the State of Florida. The Successful Proposer shall agree to be responsible for the employment, control and conduct of its employees and for any injury sustained by such employees in the course of their employment.
- (c) Comprehensive Commercial General Liability Insurance with the following minimum limits of liability:

\$1,000,000.00 Combined Single Limit, Bodily  
Injury and Property Damage  
Liability per occurrence

\$2,000,000.00 Annual Aggregate

Coverage shall specifically include the following minimum limits not less than those required for Bodily Injury Liability and Property Damage:

Premises and Operations;

- (1) Independent Contractors;
- (2) Products and Completed Operations;
- (3) Broad Form Property Damage;
- (5) Broad Form Contractual Coverage applicable to the Contract and specifically confirming the indemnification and hold harmless agreement in the Contract;
- (6) Personal Injury Coverage with employment and contractual exclusions removed and deleted; and
- (7) Explosion, collapse, underground coverage (X-C-U).

- (d) Comprehensive Automobile Liability Insurance for all owned, non-owned and hired automobiles and other vehicles used by Successful Proposer in the performance of the work with the following minimum limits of liability:

\$1,000,000.00 Combined Single Limit, Bodily  
Injury and Property Damage  
Liability per occurrence

\$2,000,000.00 Annual Aggregate

- 3. ALL LIABILITY INSURANCE POLICIES REQUIRED BY SECTIONS 2.(c) AND 2.(d) SHALL SPECIFICALLY PROVIDE THAT THE HARDEE IDA IS ADDITIONAL NAMED INSURED OR ADDITIONAL INSURED WITH RESPECT TO THE REQUIRED COVERAGES AND THE OPERATIONS OF THE CONTRACTOR UNDER THE CONTRACT. All insurance companies selected must be acceptable to IDA. All of the policies of insurance so required to be purchased and maintained shall contain a provision or endorsement that the coverage afforded shall not be canceled, materially changed or renewal refused until at least thirty (30) calendar days' written notice has been given to IDA by certified mail.
- 4. The required insurance coverage shall be issued by an insurance company duly authorized and licensed to do business in the State of Florida with the following minimum qualifications in accordance with the latest edition of A.M. Best's Insurance Guide: Financial Stability is B+ to A+.



5. Proposers are required to submit a list of claims presently outstanding against their professional liability coverage. This information must be provided by and signed by the agent of the insurance carrier. If no outstanding claims exist, a statement of this fact must be provided by and signed by the agent of the insurance carrier.

## **V. INDEMNIFICATION**

1. **GENERAL INDEMNIFICATION:** To the fullest extent permitted by law, including Chapter 725.08, Florida Statutes, PROPOSER hereby agrees to indemnify, defend, and hold harmless IDA, its officers, agents and employees, from and against any and all claims, damages, losses, liabilities and expenses, direct, indirect or consequential, arising out of or alleged to have arisen out of or in consequence of the negligence, recklessness or intentional wrongful conduct of PROPOSER or its subcontractors, agents, officers, employees, independent contractors pursuant to the Continuing Contract, or anyone else for whose actions PROPOSER is responsible, specifically including but not limited to those caused by negligent act, omission, or default of PROPOSER and/or its consultant, subcontractors, agents, or employees in the performance of the operations or services under the Continuing Contract.
2. **PATENT AND COPYRIGHT INDEMNIFICATION:** Successful Proposer agrees to indemnify, defend, save and hold harmless the IDA, its officers, agents and employees, from all claims, damages, losses, liabilities and expenses arising out of any alleged infringement of copyrights, patent rights and/or the unauthorized or unlicensed use of any material, property or other work in connection with the performance of the Contract.
3. **ERRORS AND OMISSIONS:** The Proposer to the extent of its failure to perform in accordance with the standard of care set forth in this Agreement, is responsible for the professional quality, technical accuracy, completeness, performance and coordination of all Work required under this Agreement (including the Work performed by sub-consultants and Sub-contractors), within the specified time period and specified cost. The PROPOSER shall perform the Work utilizing the skill, knowledge and judgment ordinarily possessed and used by a proficient PROPOSER with respect to the disciplines required for the performance of the Work in the State of Florida. The Proposer is responsible for, and represents that the Work conforms to IDA's requirements as set forth in this Agreement. The PROPOSER shall be and remain liable to IDA for all damages to IDA caused by the Proposer's negligent acts, recklessness, intentionally wrongful conduct or errors or omissions in the performance of the Work. In addition to all other rights and remedies, which IDA may have, the Proposer shall, at its expense, re-perform the services to correct any deficiencies, which result from the Proposer's failure to perform in accordance with the above standards. IDA shall notify the Proposer in writing of any deficiencies and shall approve the method and timing of the corrections. Neither IDA'S inspection, review, approval or acceptance of, nor payment for, any of the Work required under this Agreement shall be construed to relieve the Proposer or any sub-consultant or subcontractor of its obligations and responsibilities under this Agreement, nor constitute a waiver of any of the IDA's rights under this Agreement or of any cause of action arising out of the performance of this Agreement. The PROPOSER and its sub-consultants and Subcontractors shall be and remain liable to IDA in accordance with applicable law for all damages to IDA caused by any failure of the Proposer or its sub-

consultants and Subcontractors to comply with the terms and conditions of this Agreement or by the PROPOSER'S or Sub-consultants' or Subcontractors' misconduct, recklessness, unlawful acts, negligent acts, errors or omissions in the performance of this Agreement. With respect to the performance of Work by sub-consultants and Subcontractors, the PROPOSER shall, in approving and accepting such Work, ensure the professional quality, completeness, and coordination of sub-consultant's and subcontractor's Work.

#### **VI. PUBLIC ENTITY CRIMES INFORMATION STATEMENT**

"A person or affiliate who has been placed on the convicted vendor list following a conviction for 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 public entity, may not be awarded or perform work as a contractor, supplier, 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."

#### **VII. SCHEDULE OF EVENTS**

The schedule of events, relative to this procurement shall be as follows. IDA reserves the right to delay or modify the scheduled dates and to provide notice to all persons responding to Requests for Letter of Interest.

<b>Event:</b>	<b>Date (on or by)</b>
1. Issuance of RFP / Date of Publication	XXX
2. Deadline for Request for Clarification	XXXX
3. Opening of Letters of Interest	XXXX
4. Selection & Negotiation Committee Meeting (SNC) Ranking and shortlisting	XXX
5. Contract Negotiations	XXX
6. Award of Contract and contract Execution	XXX

#### **VIII. LIST OF DOCUMENTS TO BE SUBMITTED WITH PROPOSAL**

The following documents are to be completed, executed, notarized (if applicable), and submitted in the exact order listed below and inserted at the back of the Proposal as attachments to the Proposal:

1. Proposer's Certification
2. Proposer's Qualifications Statement Form
3. Sworn Statement on Public Entity Crimes Form
4. Government Contact Information List
5. List of Sub-contractors and qualifications
6. Acknowledgement of Addenda
7. Drug Free Workplace
8. Non-Collusion Affidavit
9. Sworn Statement Pursuant to IDA Code on Disclosure on Relations

10. Reference and Contact Information Questionnaire
11. Certification of ability to provide required insurance coverage
12. List of Claims Presently Outstanding Against the Proposer's Professional Liability Coverage
13. Statement of No Response Form
14. Copy of Professional Business License
15. GSA Standard Form 330, if desired

#### **IX. AWARD OF CONTRACT**

A contract shall be awarded to the most qualified Proposer who agrees to provide the requisite professional services at compensation which IDA determines is fair, reasonable and competitive. The award of contract requires approval by the Hardee IDA. The final contract shall be substantially in the form of the attached Contract Form, and shall include all terms and conditions which may be required by IDA's Purchasing Policy and Procedures Manual, and acceptable to the Hardee IDA. The awarded proposers shall execute the standard Contract Form within 21 calendar days from notification by IDA.

#### **X. TERM OF CONTRACT**

All successful Proposers must agree to enter into a standard continuing contract for professional engineering services with IDA as specified herein. The contract period shall be for initial three (3) years commencing from the effective date of the agreement which will be the date of the last signatory of the agreement. In addition, the contract may be extended additional two (2) – two years periods under the same terms and conditions by mutual written agreement by the parties. Contract extensions require approval by the Hardee IDA.

#### **XI. PUBLIC RECORDS**

IDA is subject to Chapter 119, Florida Statutes, and the "Public Records Law." No claim of confidentiality or proprietary information in all or any portion of a response will be honored unless a specific exemption from the Public Law exists and is cited in the response. An incorrectly claimed exemption does not disqualify the Proposer, only the exemption claimed. Proposer acknowledges the public shall have access at all reasonable times, to all documents and information pertaining to IDA's contracts, subject to the provisions of Chapter 119, Florida Statutes, and other provisions of Florida law and agrees to allow access by IDA and the public to all documents subject to disclosures under applicable law.

Proposer agrees to maintain public records in Proposer's possession or control in connections with Proposer's performance under this agreement and to provide the public with access to public records in accordance with the record maintenance, production and codes requirement set forth in Chapter 119, Florida Statutes, or as otherwise required by law. Proposer shall ensure that public records that are exempt or confidential from public records disclosure requirements are not disclosed except as authorized by law. Proposer's failure or refusal to comply with the provisions of this section shall result in the immediate termination of this agreement by IDA.

Proposer agrees that projects are subject to audit and shall make records available and provide copies to the IDA, State or Federal auditors.

## **XII. AWARD PROTEST**

Unsuccessful prospective Proposer has the right to appeal a contract award in accordance with the Purchasing Policy and Procedures Manual. The unsuccessful proposer must:

- a) File a notice of protest in writing within 72 hours after posting the tabulation and/or awarding the contract to the Economic Development Coordinator's office.
- b) Shall then file a formal written protest to the Economic Development Coordinator's office within ten (10) days (excluding weekends, and legal holidays) after filing the notice of protest. Formal protest received after the ten days shall not be considered.
- c) The envelope shall be labeled "Protest." The formal written protest shall include the name and address, phone number, and fax number of the protestor, appropriate identification of the contract, a statement of the reasons for the protest, and supporting evidence or documents to prove any claims.
- d) "FAILURE TO FILE A PROTEST WITHIN TIME PRESCRIBED SHALL CONSTITUTE A WAIVER OF PROCEEDINGS."

In order to defray a portion of the administrative costs associated with a protest, all final written protests shall be accompanied by a filing fee set by IDA. Failure to pay the filing fee shall result in a denial of the protest. In the event that the protest is denied, the IDA shall retain the filing fee. In the event that the protest is granted, then one half (50%) of the filing fee shall be refunded to the protestor.

**[Rest of Page Intentionally Left Blank]**

**2. PROPOSER'S CERTIFICATION and FORMS**

**PROPOSER'S CERTIFICATION WHEN PROPOSER IS AN INDIVIDUAL**

The undersigned certifies under oath the truth and correctness of all statements and information contained within its submission, including all attachments and enclosed documents.

IN WITNESS WHEREOF, the Proposer hereto has executed this Proposal Form this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

By: \_\_\_\_\_  
Signature of Individual

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Printed Name of Individual

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Business Address

\_\_\_\_\_  
County/State/Zip

\_\_\_\_\_  
Business Phone Number

State of \_\_\_\_\_  
IDA of \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_,  
by \_\_\_\_\_ who is personally known to me or who has produced \_\_\_\_\_ as  
identification and who did (did not) take an oath.

WITNESS my hand and official seal.

\_\_\_\_\_  
NOTARY PUBLIC

\_\_\_\_\_  
(Name of Notary Public: Print, Stamp,  
or typed as ed)

PROPOSER'S CERTIFICATION

WHEN PROPOSER IS A SOLE PROPRIETORSHIP OR OPERATES UNDER A FICTITIOUS OR TRADE NAME

The undersigned certifies under oath the truth and correctness of all statements and information contained within its submission, including all attachments and enclosed documents.

IN WITNESS WHEREOF, the Proposer hereto has executed this Proposal Form this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Printed Name of Proposer

By: \_\_\_\_\_  
Signature of Owner

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Printed Name of Individual

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Business Address

\_\_\_\_\_  
County/State/Zip

\_\_\_\_\_  
Business Phone Number

State of \_\_\_\_\_

IDA of \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, by \_\_\_\_\_ who is personally known to me or who has produced \_\_\_\_\_ as identification and who did (did not) take an oath.

WITNESS my hand and official seal.

\_\_\_\_\_  
NOTARY PUBLIC

\_\_\_\_\_  
(Name of Notary Public: Print, Stamp, or typed as ed)

PROPOSER'S CERTIFICATION WHEN PROPOSER IS A PARTNERSHIP

The undersigned certifies under oath the truth and correctness of all statements and information contained within its submission, including all attachments and enclosed documents.

IN WITNESS WHEREOF, the Proposer hereto has executed this Proposal Form this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Printed Name of Partnership

By: \_\_\_\_\_  
Signature of General or Managing Partner

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Printed Name of partner

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Business Address

\_\_\_\_\_  
County/State/Zip

\_\_\_\_\_  
Business Phone Number

\_\_\_\_\_  
State of Registration

State of \_\_\_\_\_

IDA of \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_,

by \_\_\_\_\_ (Name), \_\_\_\_\_ (Title) of \_\_\_\_\_ (Name of Company) who is personally known to me or who has produced \_\_\_\_\_ as identification and who did (did not) take an oath.

WITNESS my hand and official seal.

\_\_\_\_\_  
NOTARY PUBLIC

\_\_\_\_\_  
(Name of Notary Public: Print, Stamp, or typed as ed)

PROPOSER'S CERTIFICATION  
WHEN PROPOSER IS A CORPORATION OR LIMITED LIABILITY COMPANY

The undersigned certifies under oath the truth and correctness of all statements and information contained within its submission, including all attachments and enclosed documents.

IN WITNESS WHEREOF, the Proposer hereto has executed this Proposal Form this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Printed Name of Corporation or LLC

\_\_\_\_\_  
Printed State of Incorporation

By: \_\_\_\_\_  
Signature of President or other authorized officer

(CORPORATE SEAL)

\_\_\_\_\_  
Printed Name of President or other authorized officer

ATTEST:

\_\_\_\_\_  
Address of Corporation or LLC

By \_\_\_\_\_  
Secretary

\_\_\_\_\_  
County/State/Zip

\_\_\_\_\_  
Business Phone Number

State of \_\_\_\_\_

IDA of \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_ day of \_\_\_\_\_ 20\_\_,

by \_\_\_\_\_ (Name), \_\_\_\_\_ (Title)

of \_\_\_\_\_ (Name of Company) on behalf of the corporation or LLC, who is personally known to me or who has produced \_\_\_\_\_ as identification and who did (did not) take an oath.

WITNESS my hand and official seal.

\_\_\_\_\_  
NOTARY PUBLIC

\_\_\_\_\_  
(Name of Notary Public: Print, Stamp, or typed as ed)



**PROPOSER'S QUALIFICATION STATEMENT FORM**

The undersigned certifies under oath the truth and correctness of all statements and of all answers to questions made hereinafter:

SUBMITTED TO: Hardee IDA  
Sarah Pelham – EDC Coordinator

ADDRESS: 107 East Mains Street  
Wauchula, Florida 33873

SUBMITTED BY: _____	<u>CIRCLE ONE</u>
NAME: _____	Corporation
ADDRESS: _____ _____	Limited Liability Company Joint Venture
TELEPHONE NO. _____	Partnership
FAX NO. _____	Individual
E-MAIL ADDRESS: _____	Other

1. State the true, exact, correct and complete name of the partnership, corporation, Limited Liability Company, joint venture, trade or fictitious name under which you do business and the address of the place of business.

The correct name of the Proposer is: \_\_\_\_\_

The address of the principal place of business is: \_\_\_\_\_

\_\_\_\_\_

2. If Proposer is a corporation, answer the following:

- a. Date of Incorporation: \_\_\_\_\_
- b. State of Incorporation: \_\_\_\_\_
- c. President's name: \_\_\_\_\_
- d. Vice President's name: \_\_\_\_\_
- e. Secretary's name: \_\_\_\_\_
- f. Treasurer's name: \_\_\_\_\_
- g. Name and address of Resident Agent:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

3. If Proposer is an individual or a partnership, answer the following:

- a. Date of organization: \_\_\_\_\_
- b. Name, address and ownership units of all partners:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
- c. State whether general or limited partnership: \_\_\_\_\_

4. If Proposer is other than an individual, corporation or partnership, describe the organization and give the name and address of principals:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

5. If Proposer is operating under a fictitious name, submit evidence of compliance with the Florida Fictitious Name Statute.

6. How many years has your organization been in business under its present business name?

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a. Under what other former names has your organization operated?

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7. Indicate registration, license numbers or certificate numbers for the businesses or professions which are the subject of this Proposal. Please attach certificate of competency and/or state registration.

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8. Have you ever failed to complete any work awarded to you? If so, state when, where and why?

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9. State the names, telephone numbers and last known addresses of three (3) owners, individuals or representatives of owners with the most knowledge of work which you have performed or goods you have provided, and to which you refer (governmental entities are preferred as references).

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(Name)	(Address)	(Phone number)
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(Name)	(Address)	(Phone number)
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(Name)	(Address)	(Phone number)
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10. List the pertinent experience of the key individuals of your organization (continue on insert sheet, if necessary).

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11. State the name of the individual who will have personal supervision of the work:

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12. Provide a list of all litigation, including arbitration proceedings, in which offeror was or is a party, plaintiff or defendant, within the last five years, including the style of the case, locale of the case, and whether the case is still pending.

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**[Intentionally Left Blank]**

THE PROPOSER ACKNOWLEDGES AND UNDERSTANDS THAT THE INFORMATION CONTAINED IN RESPONSE TO THIS REQUEST FOR PROPOSAL SHALL BE RELIED UPON BY OWNER IN AWARDING THE CONTRACT AND SUCH INFORMATION IS WARRANTED BY PROPOSER TO BE TRUE. THE DISCOVERY OF ANY OMISSION OR MISSTATEMENT THAT MATERIALLY AFFECTS THE PROPOSER'S QUALIFICATION TO PERFORM UNDER THE CONTRACT SHALL CAUSE IDA TO REJECT THE PROPOSAL, AND IF AFTER THE AWARD TO CANCEL AND TERMINATE THE AWARD AND/OR CONTRACT.

DULY AUTHORIZED TO EXECUTE ON BEHALF OF PROPOSER:

\_\_\_\_\_  
Signature

State of \_\_\_\_\_

County of \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_ day of \_\_\_\_\_, 20\_\_  
by \_\_\_\_\_ of \_\_\_\_\_, who is

Personally known to me or who has produced \_\_\_\_\_ as identification and who did (did not) take an oath.

WITNESS my hand and official seal.

\_\_\_\_\_  
NOTARY PUBLIC

\_\_\_\_\_  
(Name of Notary Public: Print, Stamp,  
or type as ed)

**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 PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to \_\_\_\_\_  
by \_\_\_\_\_  
for \_\_\_\_\_  
whose business address is \_\_\_\_\_  
\_\_\_\_\_
- and (if applicable) its Federal Employer Identification Number (FEIN) is \_\_\_\_\_

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 with the United States, including, but not limited to, any bid, proposal, reply or contract for goods or services, any lease for real property, or any contract for the construction or repair of a public building or public work, involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in Para. 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, non-jury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in Para. 287.133(1)(a), Florida Statutes, means:
- (i). A predecessor or successor of a person convicted of a public entity crime; or
  - (ii). 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 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 Para. 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 this 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.

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 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)

**[Intentionally Left Blank]**

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.

By:

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Title)

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

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

Or Produced Identification \_\_\_\_\_

(Type of Identification)

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

My Expires \_\_\_\_\_

(Printed, typed, or stamped ed name of notary public)



**GOVERNMENTAL CONTACT INFORMATION**

Please list **NAME OF AGENCY, ADDRESS, PHONE NUMBER, AND CONTACT PERSON** of any other Governmental Agencies or Quasi-governmental agencies for which you have conducted business on similar project within the past five years.

<b>AGENCY NAME ADDRESS</b>	<b>CONTACT PERSON PHONE NUMBER</b>	<b>PROJECT NAME</b>

PROPOSER: \_\_\_\_\_

**SUBCONTRACTORS/SUBCONSULTANTS LIST**

In the form below, the proposer shall list all Subcontractors/Sub-consultants to be if the Proposer is awarded the Contract:

<b>CLASSIFICATION OF WORK</b>	<b>NAME</b>	<b>ADDRESS OF SUBCONTRACTORS /SUBCONSULTANTS</b>

PROPOSER: \_\_\_\_\_

**ACKNOWLEDGEMENT OF ADDENDA**

Proposer shall indicate receipt of addendum by initialing below for each addendum received.

Addendum No.1 \_\_\_\_\_

Addendum No.2 \_\_\_\_\_

Addendum No.3 \_\_\_\_\_

Addendum No.4 \_\_\_\_\_

### **DRUG FREE WORKPLACE**

Proposer must certify that they will provide a drug-free workplace. In order to have a drug-free workplace program, a business shall:

- 1) Publish a 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.
- 2) 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.
- 3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
- 4) 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 nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
- 5) 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.
- 6) 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 Proposer complies fully with the above requirements.

**PROPOSER:** \_\_\_\_\_

**NON-COLLUSION AFFIDAVIT**

State of \_\_\_\_\_ )  
 ) ss.  
County of \_\_\_\_\_ )

\_\_\_\_\_ being first duly sworn deposes and says that:

- (1) He/She is the \_\_\_\_\_ (Owner, Partner, Officer, Representative or Agent) of \_\_\_\_\_ the Proposer that has submitted the attached response to the IDA's RFP;
- (2) He/She is fully informed respecting the preparation and contents of the attached response and of all pertinent circumstances respecting such response;
- (3) Such response is genuine and is not a collusive or sham;
- (4) Neither the said Proposer nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Proposer, Proposer, or person to submit a collusive or sham Proposal in connection with the Project for which the attached response has been submitted; or to refrain from bidding in connection with such Project; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with any Proposer, Proposer, or person to fix any overhead, profit, or cost elements of the Proposal or of any other Proposer, or to fix any overhead, profit, or cost elements of pricing which may be submitted during the solicitation process, or that of any other Proposer, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against the IDA, or any person interested in the proposed Project;

By: \_\_\_\_\_  
\_\_\_\_\_  
(Printed Name)  
\_\_\_\_\_  
(Title)

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

Personally known \_\_\_\_\_  
Or Produced Identification \_\_\_\_\_  
(Type of Identification)

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

My Expires \_\_\_\_\_  
(Printed, typed, or stamped ed name of notary public)

\_\_\_\_\_  
Notary Signature

**SWORN STATEMENT UNDER CHAPTER 112, FLORIDA STATUTES**

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted with Proposal in response to RFP No. \_\_\_\_\_
2. This sworn statement is submitted by: \_\_\_\_\_  
(name of entity submitting-sworn statement)  
whose business address is: \_\_\_\_\_  
\_\_\_\_\_ and (if applicable) the Federal Employer Identification Number (FEIN) is \_\_\_\_\_ (If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement \_\_\_\_\_).
3. My name is \_\_\_\_\_ and my relationship to \_\_\_\_\_  
(Print name of individual signing)  
The entity named above is \_\_\_\_\_.
4. I understand that an "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of the entity.
5. I understand that the relationship with an IDA board member or EDC employee must be disclosed as follows: Father, mother, son, daughter, brother, sister, uncle, aunt, first cousin, nephew niece, husband, wife, father-in-law, mother-in-law, daughter-in-law, son-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half brother, half sister, grandparent, or grandchild.

1. Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies).

\_\_\_\_Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, have any relationships, with any IDA board member or EDC employee.

\_\_\_\_The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity have the following relationships with a IDA board member or EDC employee:

HARDEE COUNTY INDUSTRIAL DEVELOPMENT AUTHORITY, HARDEE COUNTY, FLORIDA  
A CONTINUING CONTRACT FOR MISC. PROFESSIONAL ENGINEERING SERVICES

---

Name of Affiliate or Entity	Name of IDA board member/Employee	Relationship
_____	_____	_____
_____	_____	_____
_____	_____	_____

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

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by  
\_\_\_\_\_, who is personally known to me or who has produced  
\_\_\_\_\_ as identification.

NOTARY PUBLIC  
\_\_\_\_\_  
Signature  
Print: \_\_\_\_\_

State of Florida at Large  
My Commission Expires:  
\_\_\_\_\_

(SEAL)

**REFERENCE AND CONTACT INFORMATION QUESTIONNAIRE**

The Proposer's response to this questionnaire may be utilized as part of the IDA's evaluation and selection. Proposers must have current licensure applicable to this type of work and must have experience on comparable work.

List public building improvement projects contracts and client reference

Project Name: \_\_\_\_\_

Contract Amount: \_\_\_\_\_

Contract Date: \_\_\_\_\_

Client Name: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Contact Person Tel. No.: \_\_\_\_\_

Project Name: \_\_\_\_\_

Contract Amount: \_\_\_\_\_

Contract Date: \_\_\_\_\_

Client Name: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Contact Person Tel. No.: \_\_\_\_\_

Project Name: \_\_\_\_\_

Contract Amount: \_\_\_\_\_

Contract Date: \_\_\_\_\_

Client Name: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Contact Person Tel. No.: \_\_\_\_\_



SAMPLE

CERTIFICATION OF ABILITY TO PROVIDE  
INSURANCE MEETING THE REQUIREMENTS OF RFP

(PROPOSER'S LETTERHEAD)

DATE: \_\_\_\_\_

Mrs. Sarah Pelham  
Hardee IDA  
107 East Main Street  
Wauchula, FL 33873

Subject: Certification of Ability to Provide Insurance Meeting the Requirements of the Request for Proposal, RFP No. 17-01, "Continuing Contract for Miscellaneous Professional Engineering Services."

Dear Mrs. Pelham:

This is to certify that \_\_\_\_\_ has the ability to provide and maintain the insurance coverage and meet the requirements of the Request for Proposal.

Please contact me directly at tel. \_\_\_\_\_ if I can be of further assistance.

Sincerely,

\_\_\_\_\_

Company Title

SAMPLE  
LIST OF OUTSTANDING CLAIMS AGAINST  
THE PROPOSER'S PROFESSIONAL LIABILITY INSURANCE

(LETTERHEAD)

DATE:

Mrs. Sarah Pelham  
Hardee IDA  
107 East Main Street  
Wauchula, FL 33873

Subject: List of Claims Presently Outstanding against the Proposer's Professional Liability Coverage

Dear Mrs. Pelham:

\_\_\_\_\_ has written the professional liability coverage  
for \_\_\_\_\_ (Proposer's Name)  
from \_\_\_\_\_ to \_\_\_\_\_.

Below is a list of claims presently outstanding against the \_\_\_\_\_ (Proposer's Name):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Please contact me directly at tel. \_\_\_\_\_ if I can be of further assistance.

Sincerely,

\_\_\_\_\_

Company Title

**Sample Project Agreement Form**

HARDEE IDA

**PROJECT AGREEMENT FORM**

This Project Agreement No. \_\_\_\_\_, made and entered into as of this \_\_\_ day of \_\_\_\_\_, 20\_\_\_, pursuant to that certain contract for \_\_\_\_\_ (the Contract) between the Hardee IDA and \_\_\_\_\_, a Florida corporation (the CONTRACTOR), made as of the \_\_\_ Day of \_\_\_\_\_, 20\_\_\_. All terms used herein shall have the meaning set forth, or referred to, in the Contract unless otherwise defined herein.

2. This Project Agreement (PA) No. \_\_\_\_\_ is executed in connection with and is deemed to be part of the Contract.
3. The Scope of Work for PA No. \_\_\_\_\_ is more particularly described on the following documents attached hereto as Exhibit(s) \_\_\_\_\_ and hereby incorporated into the Contract.
4. The date of commencement for the work for PA No. \_\_\_\_\_ shall be as indicated in the "Notice to Proceed" issued by the Hardee IDA, and the Contractor agrees that final completion shall be \_\_\_\_\_ calendar days from date of commencement.
5. The compensation to Contractor under this work authorization shall be the sum of: \_\_\_\_\_ (\$\_\_\_\_\_).
6. Other conditions of this Project Agreement are:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

CONTRACTOR:

Witness:

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
By: \_\_\_\_\_

\_\_\_\_\_  
Printed Name and Title

HARDEE IDA

Attest by:

\_\_\_\_\_

By: \_\_\_\_\_  
Bill Lambert – Director

#### **4. STANDARD CONTRACT FORM**

(This standard contract form shall be executed by the awarded Proposer  
upon notification by IDA)

Hardee County Economic Development

Balance Sheet

As of June 30, 2017

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	<u>Jun 30, 17</u>
<b>ASSETS</b>	
<b>Current Assets</b>	
Checking/Savings	
Wauchula State Bank	26,395.79
<b>Total Checking/Savings</b>	<u>26,395.79</u>
<b>Total Current Assets</b>	<u>26,395.79</u>
<b>TOTAL ASSETS</b>	<u><b>26,395.79</b></u>
<b>LIABILITIES &amp; EQUITY</b>	
<b>Equity</b>	
3010 - Unrestrict (retained earnings)	87,064.84
Net Income	-60,669.05
<b>Total Equity</b>	<u>26,395.79</u>
<b>TOTAL LIABILITIES &amp; EQUITY</b>	<u><b>26,395.79</b></u>

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07/18/17

Cash Basis

# Hardee County Economic Development

## Profit & Loss

June 2017

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	<u>Jun 17</u>
<b>Ordinary Income/Expense</b>	
<b>Income</b>	
Grants	45,000.00
<b>Total Income</b>	<u>45,000.00</u>
<b>Expense</b>	
023-0 · Life/Health Insurance	4,165.14
025-0 · Payroll Expenses	17,941.41
031-0 · Professional Services	1,303.61
040-0 · Travel	2,114.02
043-0 · Utilities	511.01
044-0 · Rentals/Leases	2,297.32
051-0 · Office Supplies	230.68
052-0 · Operating Supplies	17.50
054-0 · Books, Dues, & Subscriptions	3,437.85
8500 · Misc expenses	23.61
<b>Total Expense</b>	<u>32,042.15</u>
<b>Net Ordinary Income</b>	<u>12,957.85</u>
<b>Net Income</b>	<u><u>12,957.85</u></u>

Hardee County Industrial Development Authority  
**Balance Sheet**  
As of June 30, 2017

	Jun 30, 17
<b>ASSETS</b>	
<b>Current Assets</b>	
<b>Checking/Savings</b>	
101004 · WSB Mosaic (SR)	8,871,086.87
101009 · WSB Sales (GF)	2,984,535.88
101011 · Mosaic Disbursement Acct (SR)	1.34
101012 · Incubator Account (GF)	38.30
<b>Total Checking/Savings</b>	11,855,662.39
<b>Accounts Receivable</b>	
115001 · Accounts Receivable Rental Inc	16,491.98
<b>Total Accounts Receivable</b>	16,491.98
<b>Other Current Assets</b>	
133006 · Prepaid Insurance	8,265.46
<b>Total Other Current Assets</b>	8,265.46
<b>Total Current Assets</b>	11,880,419.83
<b>Fixed Assets</b>	
<b>Land Available for Sale</b>	
161908 · Original Purchase Hwy 62 Propert	887,943.00
161909 · Original Purchase Park Improvem	16,911.87
161910 · Terrell Property	1,141,500.00
161911 · Original Purchase less propsold	-852,300.81
161912 · Contribution of Lot 13B/improv	90,621.74
161913 · Fair value writedown - FYE 2016	-526,600.00
<b>Total Land Available for Sale</b>	758,075.80
<b>Total Fixed Assets</b>	758,075.80
<b>Other Assets</b>	
<b>Due From Other Funds</b>	
140001 · Due from GF	1,079,919.04
240000 · Due to SR	-1,079,919.04
<b>Total Due From Other Funds</b>	0.00
<b>Due From Other Governments</b>	
133001 · Due from EDA	91,291.81
<b>Total Due From Other Governments</b>	91,291.81
1330131 · Rapid Systems Note	127,878.00
1330132 · Allowance for Uncollectible Not	-127,878.00
<b>Total Other Assets</b>	91,291.81
<b>TOTAL ASSETS</b>	<b>12,729,787.44</b>
<b>LIABILITIES &amp; EQUITY</b>	
<b>Liabilities</b>	
<b>Current Liabilities</b>	
<b>Accounts Payable</b>	
202000 · Accounts Payable	8,100.00
<b>Total Accounts Payable</b>	8,100.00
<b>Other Current Liabilities</b>	
220000 · Prepaid Rent	8,872.00
220004 · Sales Tax Payable	2,206.36
<b>Total Other Current Liabilities</b>	11,078.36
<b>Total Current Liabilities</b>	19,178.36
<b>Total Liabilities</b>	19,178.36

**Hardee County Industrial Development Authority**  
**Balance Sheet**  
As of June 30, 2017

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	<u>Jun 30, 17</u>
<b>Equity</b>	
<b>Fund Balance</b>	
3000 · Nonspendable	798,908.07
3001 · Restriced for Economic Dev Proj	8,387,971.35
3002 · Assigned	37,171.00
3003 · Unassigned	-939,640.28
<b>Total Fund Balance</b>	<u>8,284,410.14</u>
<b>Net Income</b>	<u>4,426,198.94</u>
<b>Total Equity</b>	<u>12,710,609.08</u>
<b>TOTAL LIABILITIES &amp; EQUITY</b>	<u><u>12,729,787.44</u></u>



Hardee County Industrial Development Authority  
**Profit & Loss**  
June 2017

	<u>Jun 17</u>
<b>Ordinary Income/Expense</b>	
<b>Income</b>	
337500 · EDA Proceeds Gen FD	26,771.11
361100 · Interest Income gen fd	67.72
361101 · Interest income Mosaic accts	1,171.30
362001 · Rental Income	26,486.54
362002 · Sale of Florikan	1,983,432.73
369903 · Misc. Income Mosaic Fd	3,500,000.00
<b>Total Income</b>	<u>5,537,929.40</u>
<b>Expense</b>	
5193100 · Professional Fees Legal	3,100.00
519321 · Meeting Security	135.00
519322 · Travel	388.57
5193400 · Landscaping and Grounds	1,280.00
5194301 · Utilities	4,929.32
519450 · Insurance Expense	1,653.08
519460 · Repairs and Maintenance GF	9,364.75
5194601 · Repairs and Maintenance	350.00
5195206 · Grove Caretaking/Fertilizer	1,145.70
519840 · Grant expenses	531,189.23
519843 · Grant expense- Stream 2 Sea	8,613.15
519844 · Grant Expenses- Bees&Botanicals	11,284.77
6000 · Capital Outlay	447,676.23
<b>Total Expense</b>	<u>1,021,109.80</u>
<b>Net Ordinary Income</b>	4,516,819.60
<b>Other Income/Expense</b>	
<b>Other Income</b>	
Sales Tax Collection Allowance	43.90
<b>Total Other Income</b>	<u>43.90</u>
<b>Net Other Income</b>	43.90
<b>Net Income</b>	<u><u>4,516,863.50</u></u>

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Accrual Basis

# Hardee County Industrial Development Authority

## Profit & Loss by Class

June 2017

	Administrative (General Fund)	Incubator Year 3 (General Fund)	MLK Water Extension (General Fund)
Ordinary Income/Expense			
Income			
337500 · EDA Proceeds Gen FD	0.00	16,666.98	10,104.13
361100 · Interest Income gen fd	0.00	0.00	0.00
361101 · Interest Income Mosaic accts	0.00	0.00	0.00
362001 · Rental Income	0.00	0.00	0.00
362002 · Sale of Florikan	0.00	0.00	0.00
369903 · Misc. Income Mosaic Fd	0.00	0.00	0.00
<b>Total Income</b>	<b>0.00</b>	<b>16,666.98</b>	<b>10,104.13</b>
Expense			
5193100 · Professional Fees Legal	3,100.00	0.00	0.00
519321 · Meeting Security	0.00	0.00	0.00
519322 · Travel	0.00	0.00	0.00
5193400 · Landscaping and Grounds	0.00	0.00	0.00
5194301 · Utilities	0.00	0.00	0.00
519450 · Insurance Expense	0.00	0.00	0.00
519460 · Repairs and Maintenance GF	0.00	0.00	0.00
5194601 · Repairs and Maintenance	0.00	0.00	0.00
5195206 · Grove Caretaking/Fertilizer	0.00	0.00	0.00
519840 · Grant expenses	0.00	0.00	0.00
519843 · Grant expense- Stream 2 Sea	0.00	8,613.15	0.00
519844 · Grant Expenses- Bees&Botanicals	0.00	11,284.77	0.00
6000 · Capital Outlay	0.00	0.00	29,040.76
<b>Total Expense</b>	<b>3,100.00</b>	<b>19,897.92</b>	<b>29,040.76</b>
<b>Net Ordinary Income</b>	<b>-3,100.00</b>	<b>-3,230.94</b>	<b>-18,936.63</b>
Other Income/Expense			
Other Income			
Sales Tax Collection Allowance	0.00	0.00	0.00
<b>Total Other Income</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
<b>Net Other Income</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
<b>Net Income</b>	<b>-3,100.00</b>	<b>-3,230.94</b>	<b>-18,936.63</b>

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Accrual Basis

# Hardee County Industrial Development Authority

## Profit & Loss by Class

June 2017

	Property Management (General Fund)	Spec Building 4 (TechRiver) (General Fund)	Spec Building 5 (PFM) (General Fund)
Ordinary Income/Expense			
Income			
337500 · EDA Proceeds Gen FD	0.00	0.00	0.00
361100 · Interest Income gen fd	0.00	0.00	0.00
361101 · Interest income Mosaic accts	0.00	0.00	0.00
362001 · Rental Income	2,622.27	7,991.81	5,000.00
362002 · Sale of Florikan	0.00	0.00	0.00
369903 · Misc. Income Mosaic Fd	0.00	0.00	0.00
<b>Total Income</b>	<b>2,622.27</b>	<b>7,991.81</b>	<b>5,000.00</b>
Expense			
5193100 · Professional Fees Legal	0.00	0.00	0.00
519321 · Meeting Security	0.00	0.00	0.00
519322 · Travel	0.00	0.00	0.00
5193400 · Landscaping and Grounds	1,100.00	0.00	0.00
5194301 · Utilities	0.00	1,746.90	0.00
519450 · Insurance Expense	0.00	0.00	0.00
519460 · Repairs and Maintenance GF	247.00	8,945.25	0.00
5194601 · Repairs and Maintenance	0.00	0.00	0.00
5195206 · Grove Caretaking/Fertilizer	1,020.00	0.00	0.00
519840 · Grant expenses	0.00	0.00	0.00
519843 · Grant expense- Stream 2 Sea	0.00	0.00	0.00
519844 · Grant Expenses- Bees&Botanicals	0.00	0.00	0.00
6000 · Capital Outlay	0.00	75.00	0.00
<b>Total Expense</b>	<b>2,367.00</b>	<b>10,767.15</b>	<b>0.00</b>
<b>Net Ordinary Income</b>	<b>255.27</b>	<b>-2,775.34</b>	<b>5,000.00</b>
Other Income/Expense			
Other Income			
Sales Tax Collection Allowance	2.25	13.87	8.75
<b>Total Other Income</b>	<b>2.25</b>	<b>13.87</b>	<b>8.75</b>
<b>Net Other Income</b>	<b>2.25</b>	<b>13.87</b>	<b>8.75</b>
<b>Net Income</b>	<b>257.52</b>	<b>-2,761.47</b>	<b>5,008.75</b>

**Hardee County Industrial Development Authority**  
**Profit & Loss by Class**  
June 2017

	Spec Building 6 (Florikan) (General Fund)	Spec Buildings 1 & 3 (Keyplex) (General Fund)	General Fund - Other (General Fund)
<b>Ordinary Income/Expense</b>			
Income			
337500 · EDA Proceeds Gen FD	0.00	0.00	0.00
361100 · Interest Income gen fd	0.00	0.00	67.72
361101 · Interest income Mosaic accts	0.00	0.00	0.00
362001 · Rental Income	0.00	10,872.46	0.00
362002 · Sale of Florikan	1,983,432.73	0.00	0.00
369903 · Misc. Income Mosaic Fd	0.00	0.00	0.00
<b>Total Income</b>	<b>1,983,432.73</b>	<b>10,872.46</b>	<b>67.72</b>
<b>Expense</b>			
5193100 · Professional Fees Legal	0.00	0.00	0.00
519321 · Meeting Security	0.00	0.00	135.00
519322 · Travel	0.00	0.00	388.57
5193400 · Landscaping and Grounds	0.00	0.00	0.00
5194301 · Utilities	0.00	0.00	0.00
519450 · Insurance Expense	1,653.08	0.00	0.00
519460 · Repairs and Maintenance GF	0.00	172.50	0.00
5194601 · Repairs and Maintenance	0.00	0.00	0.00
5195206 · Grove Caretaking/Fertilizer	0.00	0.00	0.00
519840 · Grant expenses	0.00	0.00	0.00
519843 · Grant expense- Stream 2 Sea	0.00	0.00	0.00
519844 · Grant Expenses- Bees&Botanicals	0.00	0.00	0.00
6000 · Capital Outlay	0.00	0.00	0.00
<b>Total Expense</b>	<b>1,653.08</b>	<b>172.50</b>	<b>523.57</b>
<b>Net Ordinary Income</b>	<b>1,981,779.65</b>	<b>10,699.96</b>	<b>-455.85</b>
<b>Other Income/Expense</b>			
Other Income			
Sales Tax Collection Allowance	0.00	19.03	0.00
<b>Total Other Income</b>	<b>0.00</b>	<b>19.03</b>	<b>0.00</b>
<b>Net Other Income</b>	<b>0.00</b>	<b>19.03</b>	<b>0.00</b>
<b>Net Income</b>	<b>1,981,779.65</b>	<b>10,718.99</b>	<b>-455.85</b>

**Hardee County Industrial Development Authority**  
**Profit & Loss by Class**  
June 2017

	Total General Fund	Command Ctr Addition (Special Revenue)	Hidden Creek (Special Revenue)
<b>Ordinary Income/Expense</b>			
Income			
337500 · EDA Proceeds Gen FD	26,771.11	0.00	0.00
361100 · Interest Income gen fd	67.72	0.00	0.00
361101 · Interest income Mosaic accts	0.00	0.00	0.00
362001 · Rental Income	26,486.54	0.00	0.00
362002 · Sale of Florikan	1,983,432.73	0.00	0.00
369903 · Misc. Income Mosaic Fd	0.00	0.00	0.00
<b>Total Income</b>	<b>2,036,758.10</b>	<b>0.00</b>	<b>0.00</b>
<b>Expense</b>			
5193100 · Professional Fees Legal	3,100.00	0.00	0.00
519321 · Meeting Security	135.00	0.00	0.00
519322 · Travel	388.57	0.00	0.00
5193400 · Landscaping and Grounds	1,100.00	0.00	0.00
5194301 · Utilities	1,746.90	0.00	0.00
519450 · Insurance Expense	1,653.08	0.00	0.00
519460 · Repairs and Maintenance GF	9,364.75	0.00	0.00
5194601 · Repairs and Maintenance	0.00	0.00	0.00
5195206 · Grove Caretaking/Fertilizer	1,020.00	0.00	0.00
519840 · Grant expenses	0.00	0.00	0.00
519843 · Grant expense- Stream 2 Sea	0.00	0.00	0.00
519844 · Grant Expenses- Bees&Botanicals	8,613.15	0.00	0.00
6000 · Capital Outlay	11,284.77	0.00	0.00
	29,115.76	29,364.75	102,177.44
<b>Total Expense</b>	<b>67,521.98</b>	<b>29,364.75</b>	<b>102,177.44</b>
<b>Net Ordinary Income</b>	<b>1,969,236.12</b>	<b>-29,364.75</b>	<b>-102,177.44</b>
<b>Other Income/Expense</b>			
Other Income			
Sales Tax Collection Allowance	43.90	0.00	0.00
<b>Total Other Income</b>	<b>43.90</b>	<b>0.00</b>	<b>0.00</b>
<b>Net Other Income</b>	<b>43.90</b>	<b>0.00</b>	<b>0.00</b>
<b>Net Income</b>	<b>1,969,280.02</b>	<b>-29,364.75</b>	<b>-102,177.44</b>

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Accrual Basis

# Hardee County Industrial Development Authority

## Profit & Loss by Class

June 2017

	Florida Hospital Relocation (Special Revenue)	IDA Marketing Program (Special Revenue)	Incubator (Special Revenue)
<b>Ordinary Income/Expense</b>			
Income			
337500 · EDA Proceeds Gen FD	0.00	0.00	0.00
361100 · Interest Income gen fd	0.00	0.00	0.00
361101 · Interest income Mosaic accts	0.00	0.00	0.00
362001 · Rental Income	0.00	0.00	0.00
362002 · Sale of Florikan	0.00	0.00	0.00
369903 · Misc. Income Mosaic Fd	0.00	0.00	0.00
<b>Total Income</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
Expense			
5193100 · Professional Fees Legal	0.00	0.00	0.00
519321 · Meeting Security	0.00	0.00	0.00
519322 · Travel	0.00	0.00	0.00
5193400 · Landscaping and Grounds	0.00	0.00	180.00
5194301 · Utilities	0.00	0.00	3,065.42
519450 · Insurance Expense	0.00	0.00	0.00
519460 · Repairs and Maintenance GF	0.00	0.00	0.00
5194601 · Repairs and Maintenance	0.00	0.00	350.00
5195206 · Grove Caretaking/Fertilizer	0.00	0.00	0.00
519840 · Grant expenses	0.00	21,189.23	0.00
519843 · Grant expense- Stream 2 Sea	500,000.00	0.00	0.00
519844 · Grant Expenses- Bees&Botanicals	0.00	0.00	0.00
6000 · Capital Outlay	0.00	0.00	65,304.05
<b>Total Expense</b>	<b>500,000.00</b>	<b>21,189.23</b>	<b>68,899.47</b>
<b>Net Ordinary Income</b>	<b>-500,000.00</b>	<b>-21,189.23</b>	<b>-68,899.47</b>
<b>Other Income/Expense</b>			
Other Income			
Sales Tax Collection Allowance	0.00	0.00	0.00
<b>Total Other Income</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
<b>Net Other Income</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
<b>Net Income</b>	<b>-500,000.00</b>	<b>-21,189.23</b>	<b>-68,899.47</b>

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07/18/17  
Accrual Basis

**Hardee County Industrial Development Authority**  
**Profit & Loss by Class**  
June 2017

	Project Olive (Special Revenue)	Spec Building 7 (MOBO) (Special Revenue)	Special Revenue - Other (Special Revenue)
Ordinary Income/Expense			
Income			
337500 · EDA Proceeds Gen FD	0.00	0.00	0.00
361100 · Interest Income gen fd	0.00	0.00	0.00
361101 · Interest Income Mosaic accts	0.00	0.00	1,171.30
362001 · Rental Income	0.00	0.00	0.00
362002 · Sale of Florikan	0.00	0.00	0.00
369903 · Misc. Income Mosaic Fd	0.00	0.00	3,500,000.00
<b>Total Income</b>	0.00	0.00	3,501,171.30
Expense			
5193100 · Professional Fees Legal	0.00	0.00	0.00
519321 · Meeting Security	0.00	0.00	0.00
519322 · Travel	0.00	0.00	0.00
5193400 · Landscaping and Grounds	0.00	0.00	0.00
5194301 · Utilities	117.00	0.00	0.00
519450 · Insurance Expense	0.00	0.00	0.00
519460 · Repairs and Maintenance GF	0.00	0.00	0.00
5194601 · Repairs and Maintenance	0.00	0.00	0.00
5195206 · Grove Caretaking/Fertilizer	125.70	0.00	0.00
519840 · Grant expenses	10,000.00	0.00	0.00
519843 · Grant expense- Stream 2 Sea	0.00	0.00	0.00
519844 · Grant Expenses- Bees&Botanicals	0.00	0.00	0.00
6000 · Capital Outlay	0.00	221,714.23	0.00
<b>Total Expense</b>	10,242.70	221,714.23	0.00
<b>Net Ordinary Income</b>	-10,242.70	-221,714.23	3,501,171.30
Other Income/Expense			
Other Income			
Sales Tax Collection Allowance	0.00	0.00	0.00
<b>Total Other Income</b>	0.00	0.00	0.00
<b>Net Other Income</b>	0.00	0.00	0.00
<b>Net Income</b>	-10,242.70	-221,714.23	3,501,171.30

**Hardee County Industrial Development Authority**  
**Profit & Loss by Class**  
 June 2017

	Total Special Revenue	TOTAL
<b>Ordinary Income/Expense</b>		
Income		
337500 · EDA Proceeds Gen FD	0.00	26,771.11
361100 · Interest Income gen fd	0.00	67.72
361101 · Interest Income Mosaic accts	1,171.30	1,171.30
362001 · Rental Income	0.00	26,486.54
362002 · Sale of Florikan	0.00	1,983,432.73
369903 · Misc. Income Mosaic Fd	3,500,000.00	3,500,000.00
<b>Total Income</b>	<b>3,501,171.30</b>	<b>5,537,929.40</b>
Expense		
5193100 · Professional Fees Legal	0.00	3,100.00
519321 · Meeting Security	0.00	135.00
519322 · Travel	0.00	388.57
5193400 · Landscaping and Grounds	180.00	1,280.00
5194301 · Utilities	3,182.42	4,929.32
519450 · Insurance Expense	0.00	1,653.08
519460 · Repairs and Maintenance GF	0.00	9,364.75
5194601 · Repairs and Maintenance	350.00	350.00
5195206 · Grove Caretaking/Fertilizer	125.70	1,145.70
519840 · Grant expenses	531,189.23	531,189.23
519843 · Grant expense- Stream 2 Sea	0.00	8,613.15
519844 · Grant Expenses- Bees&Botanicals	0.00	11,284.77
6000 · Capital Outlay	418,560.47	447,676.23
<b>Total Expense</b>	<b>953,587.82</b>	<b>1,021,109.80</b>
<b>Net Ordinary Income</b>	<b>2,547,583.48</b>	<b>4,516,819.60</b>
<b>Other Income/Expense</b>		
Other Income		
Sales Tax Collection Allowance	0.00	43.90
<b>Total Other Income</b>	<b>0.00</b>	<b>43.90</b>
<b>Net Other Income</b>	<b>0.00</b>	<b>43.90</b>
<b>Net Income</b>	<b>2,547,583.48</b>	<b>4,516,863.50</b>