REQUEST FOR QUALIFICATIONS
For

INDEPENDENT CONSTRUCTION ENGINEERING & INSPECTION (CEI) SERVICES

SHUTTLE LANDING FACILITY (SLF)
BLOCK 1 DEVELOPMENT

RFQ-SF-02-0-2020

Issued and Published: August 13, 2020
Due Date: September 14, 2020

BACKGROUND

Space Florida is dedicated to fostering the growth and development of a sustainable and world-leading aerospace industry in the State of Florida. Space Florida promotes aerospace business development by facilitating business financing, spaceport operations, research and development, workforce development, and innovative education programs. Space Florida is an independent special district and a subdivision of the State of Florida and is governed by Part II of Chapter 331 of the Florida Statutes.

Among other powers, Space Florida has the power to own, acquire, construct, develop, create, reconstruct, equip, operate, maintain, extend, and improve launch pads, landing areas, ranges, payload assembly buildings, payload processing facilities, laboratories, aerospace business incubators, launch vehicles, payloads, space flight hardware, facilities and equipment for the construction of payloads, space flight hardware, rockets, and other launch vehicles, and other spaceport facilities and other aerospace-related systems, including educational, cultural, and parking facilities and aerospace-related initiatives.

Space Florida is issuing this Request for Qualifications (the "RFQ") to select the most highly qualified Consultant to provide Independent Construction Engineering and Inspection (CEI) Services in support of the Shuttle Landing Facility (SLF) Block 1 Development (the "Project") as further described in Attachment "A". Qualification packages will be reviewed and evaluated as to qualifications to perform the services required by a Space Florida selection committee. One firm will be selected by Space Florida to provide the scope of services for the Project in accordance with Section 287.055 of the Florida Statutes, the Consultants' Competitive Negotiation Act (the "CCNA").

OVERVIEW

Space Florida is seeking a consultant to provide Independent Construction Engineering and

Inspection (CEI) services for the construction of the Shuttle Landing Facility (SLF) Cape Canaveral Spaceport Block 1 Development including offsite Wetland Mitigation Areas. Space Florida intends to have two Construction Managers as Constructor (CMc) performing the work. The Consultant shall provide independent CEI services for Space Florida's financial assistance agreement with Florida Department of Transportation (FDOT).

PURPOSE

This RFQ shall serve to provide interested parties with specific information as to the procedures for selection of a firm to perform CEI services.

In determining whether a firm is qualified, Space Florida shall consider such factors as the ability of professional personnel; past performance; willingness to meet time and budget requirements; location of the supporting office; recent, current, and projected workloads of the firm and all other factors under Section 287.055. The agreement with the chosen firm will provide compensation on the basis of the cost of the work plus a percentage fee with a not-to-exceed price and with an agreed upon substantial completion deadline. The agreement will be negotiated pursuant to the CCNA.

PROJECT DESCRIPTION:

The Project description and scope of work to be performed is described on Attachment "A".

The remainder of this page left intentionally blank.

TENTATIVE SCHEDULE

EVENT	DATE	TIME (EST)
Legal Notice sent to Florida Today	08/11/2020	
RFQ Posted on Space Florida's Website and DemandStar	08/13/2020	
Question Submission Deadline	08/31/2020	12:00 Noon
Question Responses Posted	09/04/2020	NLT 2:00 PM
Qualifications Packages Due	09/14/2020	2:00 PM
Qualifications Packages Opened* and Evaluated – Contract Department	09/17/2020	
Qualifications Packages Evaluated individual Selection Committee Members	09/18/2020	
Qualified short-listed firms notified	09/25/2020	
Notice of Evaluation Committee meeting for presentations by short-listed firms published in Fla. Admin. Register and on Space Florida's website	9/30/2020	
Presentations / Interviews (Public Forum)	10/8/2020	9:00 AM
Notice of Intent to Negotiate posted on Space Florida's website	10/9/2020	
Notice of Intent to Award posted on Space Florida's website	10/14/2020	
Award Notice posted on Space Florida's website	TBD	

* Qualification packages received in response to this RFQ are exempt from subsection 119.07(1) of the Florida Statutes and Subsection 24(a) of Article I of the Florida Constitution (the Public Records Act) until notice of an intended decision by Space Florida or until thirty days after opening the sealed qualification packages, whichever is earlier. At that time, the qualifications packages received will be made available to the public.

COMMUNICATIONS AND QUESTIONS

1. Prospective firms and representatives thereof shall not contact, communicate with, or discuss any matter relating in any way to this RFQ with any Space Florida employee, board or committee member, or any non-employee appointed by Space Florida to evaluate or to recommend selection of a firm under this RFQ. Any such may result in disqualification from consideration for award of this RFQ.

2. Questions may be asked regarding the RFQ process or the Project. Submission of all questions through e-mail to the Director of Contracts is required. Questions should be emailed to Annette O'Donnell at aodonnell@spaceflorida.gov. No answers given in response to questions submitted shall be binding upon this solicitation process unless released in writing on Space Florida's website. **The deadline for the Space Florida**

Director of Contracts to receive questions is on or before August 31, 2020 at 12:00 Noon.

SUBMITTAL REQUIREMENTS

ALL QUALIFICATIONS PACKAGES MUST BE SUBMITTED ELECTRONICALLY TO AODONNELL@SPACEFLORIDA.GOV. No hard copy originals will be accepted. Qualifications packages are due via email September 14, 2020 by 2:00 pm. Packages shall be submitted as an Adobe PDF file. Financial Statements shall be provided in a separate file. Maximum acceptable total file size is 20 MB.

The responsibility for delivering the qualifications package to Space Florida on or before the stated time and date is solely the responsibility of the firm. Space Florida is not responsible for delays.

Under no circumstances will late packages be scored.

Each firm should ensure that they have received and read any/all addenda and amendments to this process before submitting its qualifications package. All questions/answers and addenda are issued through Space Florida's website and posting on DemandStar.

ECONOMY OF PRESENTATION

Qualifications packages shall be prepared simply and economically, providing a straightforward, concise description of the firm's capabilities to satisfy the requirements of this RFQ. Elaborate and verbose proposals are discouraged. Information in addition to that specifically requested (i.e. videos, photographs, in-depth firm history, lengthy and repetitive resumes, etc.) is strongly discouraged. The information requested should be submitted in a concise, easy-to-read format. Emphasis in each qualifications package must be on completeness and clarity of content. To expedite the evaluation of qualifications packages, it is mandatory that firms follow the format and instructions contained herein. Space Florida is not liable or responsible for any costs incurred by any firm in responding to this RFQ including, without limitation, costs for presentations and/or demonstrations if requested. Qualifications packages that do not comply with the instructions herein will not be considered. All information received will be maintained with the project file and cannot be returned.

QUALIFICATIONS PACKAGE INSTRUCTIONS

1. The firm must prepare its qualifications package in accordance with the instructions outlined in this section. If the firm's qualifications package deviates from these instructions, such qualifications package may, in Space Florida's sole discretion, be rejected. In the instance where a specific requirement(s) may not apply to the project in question, a statement must be inserted at the tab location stating the reason(s) of non-applicability.

2. Space Florida emphasizes that the firm should concentrate on the accuracy, completeness, and clarity of content.

3. To the greatest extent possible, each section shall be written on a stand-alone basis so that its contents may be evaluated with a minimum of cross-referencing to other sections of the qualifications package. Information required for evaluation of qualifications, which

is not found in its designated section, will be assumed to have been omitted from the qualifications package.

4. Pages shall be single-spaced. Font shall be Times New Roman, and the text size shall be 11 point. Use at least three-quarter (3/4) inch margins on all sides. Pages shall be numbered sequentially. Maximum number of pages shall not exceed 11 pages, including text, photos, charts, glossaries and appendices. Permitted exclusions to the Qualification Package limit are: Front cover and back-cover pages, Title Page, Table of Contents, and Index or Divider inserts, Letter of Transmittal, Resumes, Organizational Charts, Financial Statements and required forms.

5. Legible tables, charts, graphs and figures shall be used wherever practical to depict organizations, systems and layouts, implementation schedules, plans, etc. These displays shall be uncomplicated, legible and shall not exceed eleven (11) by seventeen (17) inches in size.

6. Trade secrets and information confidential and exempt from Subsection 119.07(1) of the Florida Statutes and Subsection 24(a) of Article I of the Florida Constitution, is not solicited nor desired, as information to be submitted with qualifications packages. The Florida Statutes and the State Constitution govern whether information in a qualifications package is confidential or exempt from the Public Records Act. **If information is submitted in the qualifications package which the firm deems to be a trade secret or confidential and exempt from the Public Records Act, the information shall be submitted with the qualifications package in a separate, clearly marked envelope referencing the specific statutory citation for such exemption.** Submitted qualifications packages which are marked "confidential" (or other similar language) in their entirety or those in which a significant portion of the submitted qualifications package is marked "confidential" may be deemed non-responsive by Space Florida. Space Florida is not obligated to agree with the firm's claim of an exemption and, by submitting a qualifications package, the firm agrees to be responsible for defending its claim that each and every portion of the separately marked information is exempt from inspection and copying under the Public Records Act. The firm agrees that it shall protect, defend, and indemnify, including attorney's fees and costs, Space Florida for any and all claims and litigation (including litigation initiated by Space Florida) arising from or relating to the firm's claim that the separately marked portions of its reply are not subject to disclosure. If the firm fails to separately mark portions of its qualifications package or marks its qualifications package "confidential" (or other similar language) in its entirety, Space Florida is authorized to produce the entire document, data or record submitted by the firm in responding to a public records request.

QUALIFICATIONS PACKAGE

Space Florida suggests a careful review of the qualifications and experience requested in this RFQ. The scoring on the RFQ will be specific for each qualification requested. If the firm does not have the qualifications, the score in the RFQ process will so reflect.

Response to the RFQ shall be submitted in the format described below:

A. **Letter of Transmittal:** The letter must be signed by a representative authorized to contractually bind the vendor and include the title or authority of the representative. The letter shall not exceed two pages and it shall briefly state the understanding of the vendor regarding the work to be performed, confirmation of meeting the minimum qualifications, and make a positive commitment to perform the work within the specified time period which is currently estimated to be February 2023. The following must be included:
1. Type of business (sole proprietorship, partnership, corporation, etc.)
2. State of incorporation.
3. Headquarters location and whether offices are located in the State of Florida, and if so, where.
4. The names and contact information of the persons who will be authorized to make representations for the vendor.

B. **Qualifications and Approach:** Describe the proposed team, including key personnel, examples of similar projects, and approach. See table below for page limits and scoring criteria/points (pts).

Qualifications: **6 pages max** 50 pts	**(Prerequisite) Florida Department of Transportation (FDOT) Prequalified vendor for Construction Engineering and Inspection (Group Work Type 10.1 and 10.3)** 20 pts Vendor's qualifications (i.e. project manager and inspectors) and provide resumes and an organization chart (resumes and organizational chart does not count towards page limits). List if firm or team includes certified minority business enterprise (MBE). 20 pts Vendor's past performance with similar projects. Provide three (3) completed examples. including the following information: project name and description; owner name, point of contact phone number and email address; Vendor's responsibilities, Vendor's contract amount, construction contractor award and change order amounts. 10 pts Vendor's knowledge of project and related experience.
Approach to the Project: **2 pages max** 20 pts	20 pts Vendor's approach to this project (include critical issues, communicating with Owner, Stakeholders and Construction Managers, project management, potential cost saving measures, and document management)
Ability to Furnish the Required Services: **3 pages max** 30pts	10 pts Vendor's abilities to furnish the required services. 10 pts Vendor's office location(s) for which these services will be provided. 10 pts Vendor's availability (recent, current, and projected workloads) and willingness to meet time and budget requirements.

C. Also required, but not scored:

1. **Form of the Contract**
The form of the Contract to be used for the Project is attached hereto as **Attachment B**. The Firm must include a statement that it has reviewed the Contract and that it agrees to the terms and conditions in the Contract. The form, terms and conditions in the Contract are not negotiable.

2. **Insurance**
Attach evidence of required insurance coverage or proof of insurability in the amounts defined in the Insurance Section of the form of the Contract attached hereto as **Attachment B. Final insurance forms must contain the correct solicitation and/or project number and Space Florida contact person.**

3. **Non-Collusion Clause**
Complete the non-collusion clause form included in this package.

4. **Public Entity Crimes**
Complete the sworn statement on public entity crimes form included in this package.

5. **Scrutinized Company Statement**
Complete Scrutinized Company Statement form included in this package.

6. **Financial Statement**
The firm shall submit in a separate email an updated financial statement for the firm, prepared within the last quarter, itemizing present financial resources, liabilities and capital equipment. Note that financial statements provided for a road or any other public works project is exempt from Section 119.07(1) of the Florida Statutes and Section 24(a), Art. I of the State Constitution.

SELECTION PROCESS

1. Space Florida staff members that have the knowledge and expertise with this scope of work, along with other personnel shall serve on a selection committee. Space Florida may appoint individuals that are not employees to serve on the selection committee. The selection committee will review all qualifications packages timely received and shall score the qualifications packages in accordance with the criteria listed in this RFQ. In addition to the materials provided in the written responses to this RFQ, Space Florida may request additional material, information, references, interviews or presentations from the firm(s) submitting qualifications packages. Space Florida may decide to conduct interviews instead of having formal presentations with selected firms, should it be required or warranted. Pursuant to Section 287.055 of the Florida Statutes, Space Florida shall evaluate current statements of qualifications and performance data on file with Space Florida (if any), and shall conduct discussions with, and may require presentations by, no fewer than three (3) firms regarding their qualifications, approach to providing the services, and ability to furnish the required services. Discussions may be held between the selection committee and the firms selected for interview based upon data submitted

by each firm. Firms will be notified in writing as to whether or not they have been selected and if an interview or oral presentation is required.

2. Space Florida, at its sole discretion, may ask any firm to make an oral presentation and/or demonstration without charge to Space Florida. Space Florida reserves the right to require any firm to demonstrate to the satisfaction of Space Florida that the firm has the fiscal and technical ability to furnish the service(s) or product(s) as proposed. The demonstration must satisfy Space Florida, and Space Florida shall be the sole judge of compliance.

3. Space Florida reserves the right to conduct discussions with any firm who has a realistic possibility of Contract award.

4. Firms are cautioned not to assume that they will be asked to make a presentation and should include all pertinent and required information in their original qualifications package.

5. Following the interviews, the firms will be evaluated, based on their submission, references, and presentation. A final ranking of firms will be determined based on their interview or presentation.

6. Once the selection committee has ratified the final rankings, Space Florida may engage the first ranked firm in negotiations for purposes of executing a contract. In doing so, Space Florida shall determine and negotiate compensation that is fair, competitive, and reasonable for the services to be supplied.

7. Should Space Florida be unable to negotiate a satisfactory contract with the first ranked firm, at a price Space Florida determines to be fair, competitive and reasonable, Space Florida shall formally terminate negotiations, and negotiate with the second ranked firm, and so on, until an agreement is reached with a firm, or at any time may terminate negotiations and undertake a new solicitation.

GUIDELINES – INTERVIEWS/ORAL PRESENTATIONS

The selection committee will require Interviews or Oral Presentations of the short-listed firms who will be notified of the schedule for the presentation, questions and answers, and any special requirements. Interviews are expected to be conducted through video conferencing. Interviews/Oral Presentations will be scored on the points listed below and will not be combined with the previous score, and the previous score will not carry forward. The selection committee will select the firm that scores the highest for the Interviews/Oral Presentations as the first ranked firm with which to begin negotiations.

Interview/Oral Presentation agendas will be entirely at the discretion of the prospective firm but shall include a description of the firm's and team member's qualification and the management and technical approaches for successful project completion.

Firm Qualifications (20 points) – Describe relevant experience and past performance including three (3) Example Projects with which the firm has worked directly in the last three years.

Overall firm qualifications (5 points)

Example Project #1 (5 points)
Example Project #2 (5 points)
Example Project #3 (5 points)

Team Experience and Qualifications of Personnel (40 points) - Describe specific project related experience and capability of in-house staff and sub-consultants. List specific key team members and describe their ability, experience on the Example Projects, location, and proposed role on this project. Proposed key team members should participate in the oral presentation and/or interview.

Overall team experience (10 points)
Key management team (10 points)
Key inspection team (10 points)
Other Key team members (10 points)

Approach (40 points) – Describe approach for performing the required services.

Management approach (20 points) including financial, schedule, stakeholder and record keeping.

Technical approach (20 points) including quality assurance, testing, reporting, and understanding of the project.

GENERAL TERMS AND CONDITIONS

1. All information submitted by a firm will become part of the project file and, unless otherwise exempt or confidential in accordance with Florida law, will become a public record. All qualifications packages and accompanying documentation will become the property of Space Florida and will not be returned.

2. Space Florida has the sole discretion and reserves the right to cancel this RFQ, to reject any and all submittals, to waive any and all informalities and/or irregularities, or to re-advertise with either the identical or revised specifications, if it is deemed to be in the best interest of Space Florida to do so.

3. Space Florida reserves the right to make award to the response deemed to be most advantageous to Space Florida.

4. Space Florida reserves the right to award the contract to the next most qualified firm if the successful firm does not promptly begin the contracted services or if an acceptable fee cannot be negotiated.

5. The successful firm shall not discriminate against any person in accordance with federal, state, or local laws.

6. Space Florida reserves the right not to award a contract. Space Florida reserves the right to divide the scope into multiple projects and procure each individual project separately.

7. All material submitted becomes the property of Space Florida and may be returned only at Space Florida's option. Space Florida has the right to use any or all ideas presented in any reply to this Request for Qualifications. Firms will be notified in writing as to whether or not they have been selected for this contract.

8. ***A firm is solely responsible for any cost or expense incurred in responding to this RFQ.***

9. By submitting a qualifications package for this solicitation, the firm agrees to these General Terms and Conditions.

The remainder of this page left intentionally blank.

NON-COLLUSION CLAUSE

The firm certifies that this qualifications package is being submitted independently and free from collusion. The individual on behalf of the firm shall disclose below, to the best of his or her knowledge, any Space Florida officer or employee, or any relative of any such officer or employee as defined in Section 112.3135(1), Florida Statutes, who is an officer or director, of, or has a material interest in the firm's business and who is in a position to influence this procurement. Any Space Florida officer or employee who has any input into the writing of specifications or requirements, solicitation of offers, presumed, for purposes hereof, to be in a position to influence this procurement. For purposes hereof, a person has a material interest in he or she directly or indirectly owns more than 5 percent of the total assets or capital stock of any business entity, or if he or she otherwise stands to personally gain if the contract is awarded to this proposer.

Failure of a firm to disclose any relationship described herein shall be reason for disqualification and/or termination in accordance with the provisions of Space Florida.

NAME	RELATIONSHIPS
_____	_____
	_____
	_____
_____	_____
	_____
	_____

If the firm does not indicate any relationship by leaving the above section blank, it shall be deemed to be an affirmation by the Proposer that no such relationship exists.

_____	_____
Signature	Company Name
_____	_____
Print Name of Certifying Official	Business Address
	_____
	City, State, Zip Code

STATEMENT PURSUANT TO SECTION 287.133(3)(a) of the FLORIDA STATUTES ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED BY A PERSON AUTHORIZED TO SIGN ON BEHALF OF THE FIRM.

1. This statement is submitted to Space Florida,
   by _____
   (print individual's name and title)
   for _____
   (print name of entity submitting sworn statement)

   whose business address is

   _____

   _____.

2. I understand that a "public entity crime" as defined in Section 287.133(1)(g) of the 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 Section 287.133(1)(b) of the 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 Section 287.133(1)(a) of the Florida Statutes, means:

   a. A predecessor or successor of a person convicted of a public entity crime; or

   b. 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 Section 287.133(1)(e) of the 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.

   _____ 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 OF THE FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

_____

(Signature)

Florida Statutes:
287.135

VENDOR CERTIFICATION REGARDING SCRUTINIZED COMPANIES LISTS

Respondent Vendor Name: _____

Vendor FEIN: _____

Vendor's Authorized Representative Name and Title: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone Number: _____

Email Address: _____

Section 287.135, Florida Statutes, prohibits agencies from contracting with companies for goods or services of $1,000,000 or more, that are on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. Both lists are created pursuant to section 215.473, Florida Statutes.

As the person authorized to sign on behalf of Respondent, I hereby certify that the company identified above in the section entitled "Respondent Vendor Name" is not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. I understand that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject company to civil penalties, attorney's fees, and/or costs.

Certified By: _____

who is authorized to sign on behalf of the above referenced company.

Authorized Signature Print Name and Title: _____

Date: _____

ATTACHMENT A
SCOPE OF SERVICES

SCOPE OF SERVICES FOR
INDEPENDENT CONSTRUCTION ENGINEERING & INSPECTION (CEI) SERVICES

SHUTTLE LANDING FACILITY (SLF)
BLOCK 1 DEVELOPMENT

SPACE FLORIDA

OVERVIEW:

The following is a Scope of Services to provide Independent Construction Engineering and Inspection (CEI) services for the construction of the Shuttle Landing Facility (SLF) Block 1 Development (Figure 1) including offsite Wetland Mitigation Areas (Figure 2) at the Cape Canaveral Spaceport. Space Florida intends to have two Construction Managers (CM) performing the work. The Consultant shall provide independent CEI services for Space Florida's financial assistance agreement with Florida Department of Transportation (FDOT).

The construction project generally includes:

- Clearing and grubbing
- Removal of unsuitable materials (demucking)
- Earthwork, grading and drainage improvements
- Roadway and utility corridor embankment
- Water mains and wastewater force mains
- Stormwater management systems and borrow areas
- Electrical and communication systems
- Wetland mitigation areas at Kennedy Space Center (KSC):
    - Impoundment sites T-17 and C-15-E
    - WCA-1 wetland creation near Jerome Road

SCOPE OF WORK DESCRIPTION:

The Independent Construction Engineering and Inspection (CEI) services primarily include responsibilities to fulfill the requirements of FDOT Financial Assistance Agreements which require:

- Qualified construction management for the oversight, administration, inspection, and record keeper responsibilities.
- Review CM test reports and perform independent testing for required quality control, inspection services including materials testing, pavement densities, soil compaction, concrete sampling, threshold inspections, surveying, code compliance, etc.
- Perform final inspection and prepare summary report including a Certificate of Substantial Completion, Construction Cost Summary, Photos, and certification that the project was constructed in accordance with the plans and specifications.

Services shall include but not be limited to the following:

- Provide FDOT qualified project manager, inspectors and project staff. Consultant shall be ready to assign personnel within two weeks of notification. Personnel identified in the CEI's qualifications submittal are to be assigned as were proposed and are committed to performing the work. Personnel changes will require written approval from Space Florida.

- Prepare Quality Assurance Plan which will document the measures and procedures to be used to comply with the quality assurance and control provisions of the contract including quality assurance and acceptance tests required by the Construction Contract Documents.

- Project Management and Coordination: Provide Project Management services including financial, schedule, stakeholder, and document management.

- Pre-construction Conference and Construction Coordination Meetings: Attend meetings with Space Florida, Engineer of Record, and CM, such as preconstruction conferences, progress/construction meetings, job conferences and other project related meetings

- Manage and maintain shop drawings, CM's schedule of values, and other construction submittals.

- Perform quality assurance materials testing (as required by SF) and inspection progress. Keep Space Florida informed of the progress of the work and identify defects and deficiencies of the work. CEI shall supply survey, inspection, and testing equipment essential to perform CEI duties. Check survey control baselines, control points and benchmarks in order to calculate and document quantities and elevations when needed.

- Provide part-time or full-time inspector(s) to monitor construction activities: CEI will provide on-site observations of the quality and progress of the CM's work in order to determine if the construction is proceeding in accordance with the Construction Contract Documents. The CEI's efforts will be directed toward determining whether the constructed project conforms to the Construction Contract Documents. Inspector(s) will develop Inspection Reports, monitoring the CM's progress, serving as the Space Florida's liaison with the CM, coordinating materials testing, and conducting on-site observations of the construction activities in progress to assist in determining if the work is being carried out in compliance with the Construction Contract Documents. CEI personnel will be required while the CM is working. If CM operations are substantially reduced or suspended, the CEI will reduce its staff appropriately.

- Serve as the Space Florida's liaison with CM(s), working principally through CM's superintendent and assist Engineer of Record in serving as the Space Florida's liaison with CM when CM's operations affect Space Florida's on-site operations. Assist in obtaining from the Space Florida additional details or information, when required for proper execution of work.

- Coordinate and attend weekly construction coordination / progress meetings and other

meetings as required; discuss construction activities, construction issues, outstanding items, safety/security, pay applications, schedule, and construction documents.

- Review of Work, Rejection of Defective Work, Inspections and Tests: Conduct periodic on-site observations of the work in progress to assist in determining if the work is in general proceeding in accordance with the Construction Contract Documents. Report to the Engineer/ Space Florida whenever inspector believes that any work is unsatisfactory, faulty or defective or does not meet the requirements of any inspections, test or approval required to be made and advise Space Florida of work that inspector believes should be corrected or rejected or should be uncovered for observation or required special testing inspection or approval. Verify that tests, equipment and systems start-ups and operating maintenance training are conducted in the presence of appropriate personnel and that CM maintains adequate records thereof, and observe, record and report to Space Florida appropriate details relative to the test procedures and start-ups. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the results of the inspections and report to Space Florida.

- Interpretation of Construction Contract Documents: Consult with Space Florida / Engineer of Record when clarifications and interpretations of the Construction Contract Documents are needed.

- Modifications: Consider and evaluate CM's suggestions for modifications in drawings or specifications and report recommendations to Space Florida / Engineer of Record.

- Records: Maintain electronic files of correspondence, reports of job conferences, shop drawings and samples logs, work directive changes, addenda, change orders, field orders, additional drawings issued subsequent to the execution of the contract, Engineer of Record's clarifications and interpretations of the Construction Contract Documents, progress reports and other project related documents. Record names, addresses and telephone numbers of all Contractors, subcontractors and major suppliers of material and equipment. Video record pre-construction conditions. Maintain a digital photo/video log of project activities with emphasis on potential claim items, issues, and underground installations.

- Reports: Furnish Engineer of Record and Space Florida progress monthly reports as required of the progress of the work and of CM's compliance with the progress schedule and schedule of shop drawings and sample submittals. Consult with Engineer of Record in advance of scheduled major tests, inspections or start of important phases of the work. Draft proposed change orders and work directive changes, obtaining backup material from CM and recommend to Engineer of Record change orders, work directive changes and field orders.

- Quantities and Weekly Inspections Reports: Maintain a quantities log and review the quantities with the CM Superintendent on a regular basis. Document construction related inspections and provide weekly status reports containing: weather conditions, visitors to

site, general construction equipment; construction activities conducted, photographs, constructions issues, work stoppage time frames that could lead to change orders, failed materials tests, shop drawings logs, RFI/Change Orders log, and any significant construction activities that could result in potential for change orders.

- Payment Requests: Review applications for payment with CM for compliance and grant certification with the established procedure for their submission and forward with recommendations to the Engineer of Record/ Space Florida, noting particularly the relationship of the payment requested to the schedule of values, work completed and materials and equipment delivered at the site but not incorporated in the work.

- Quality Assurance Materials Testing: Using an FDOT certified testing laboratory perform quality assurance testing as requested by Space Florida; perform oversight of CM's quality control materials testing.

- Claims: Analyze any CM-submitted claims, engage in negotiations, and prepare and process required documentation.

- Attend substantial completion inspection; prepare substantial completion punch list items.

- Attend final completion inspection for the overall project; confirm that all punch list items are completed.

- Assist Engineer of Record in preparation of the Final Closeout documents including as-builts.

- Utilize a cloud-based, document management system for submittal logs, testing reports, change orders, RFIs, minutes, photos, invoices, drawings and final closeout documentation.

- Coordinate meetings and communications with grant funding agency. Provide a grant agency certification that project was constructed in accordance with grant requirements. Prepare final summary report.

DELIVERABLE SCHEDULE:

	Deliverable	**Due**	**Frequency**
	Quality Assurance Plan	10 days* AAC	As Required
	Progress Report	CPR	Monthly
	Inspection Reports	5 days* AEO	Weekly
	Substantial Completion Punch List	2 days* AEO	As Required
	Final Inspection Report	5 days* AEO	As Required
	Grant Reimbursement Certification	CPR	Monthly

	Grant Agency Final Summary Report	AEO	As Required

AAC After Award of Contract
AEO After Event Occurrence
CPR CM Payment Request

*Business Days

Figure 1

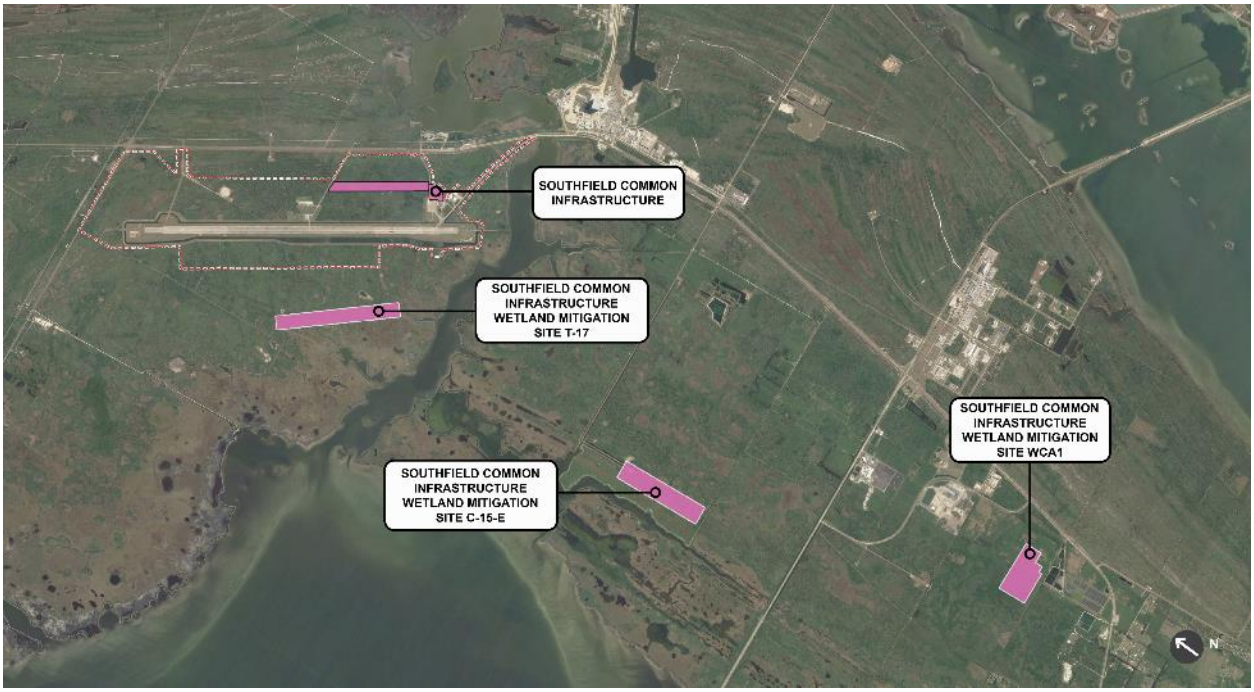

Figure 2

ATTACHMENT B
FORM OF THE CONTRACT

AGREEMENT NO.: _____
between
SPACE FLORIDA
and
_____

This **Agreement** ("Agreement") is entered into on _____, 20___, (the "Effective Date") by **Space Florida**, an independent special district, a body politic and corporate, and a subdivision of the State of Florida, whose principal place of business is 505 Odyssey Way, Suite 300, Exploration Park, FL 32953, and **_____** (the "Company"), [a **_____**_ corporation] or [a _____ limited liability company] authorized to do business in Florida with principal place of business at _____.

Whereas, Section 331.302 of the Florida Statutes created Space Florida to foster the growth and development of a sustainable and world-leading aerospace industry in the State of Florida.

Whereas, Space Florida is charged with promoting aerospace business development by facilitating business financing, spaceport operations, research and development, workforce development, and innovative education programs.

Whereas, Section 331.305 of the Florida Statutes authorizes Space Florida to own, acquire, construct, develop, create, reconstruct, equip, operate, maintain, extend, and improve launch pads, landing areas, ranges, payload assembly buildings, payload processing facilities, laboratories, aerospace space business incubators, launch vehicles, payloads, space flight hardware, facilities and equipment for the construction of payloads, space flight hardware, rockets, and other launch vehicles, and other spaceport facilities and other aerospace-related space-related systems, including educational, cultural, and parking facilities and aerospace-related space-related initiatives.

Whereas, Space Florida has entered into that certain Financial Assistance Grant Agreement with the Florida Department of Transportation ("FDOT") dated September 25, 2018 (including Amendment No. 1 dated April 9, 2019 and September 9, 2019) and November 20, 2018, attached as composite Attachment "D" ("FDOT Funding Agreement(s)"), under which Space Florida will receive funding from FDOT to facilitate the project known as "**Shuttle Landing Facility Utility Corridor Project SF-01-0-2019** including offsite Wetland Mitigation Areas" located at the Cape Canaveral Spaceport, Kennedy Space Center, Florida (the "Project").

Whereas, Space Florida issued RFQ-SF-_____ "Request for Qualifications for Independent Construction Engineering and Inspection (CEI) Services" for the Project (the "RFQ"), soliciting responses from multiple professional consultants to provide services to Space Florida for the Project;

Whereas, Company submitted a response to the RFQ and was selected by Space Florida to provide such CEI services to Space Florida;

NOW, THEREFORE, the parties agree as follows:

1. Engagement, Scope of Services, Schedule and Deliverables.
   a. Within the scope of this Agreement, the Company shall devote its best efforts and such time, attention and energy to the business of Space Florida as is required, and shall be available, with reasonable notice by Space Florida for meetings, travel, and telephone communications for issues

relating to this Agreement. The Company shall promptly respond to all requests from and guidance provided by the President, or any other employee, of Space Florida designated in this Agreement, or in writing by the Space Florida President.

b. The Company shall provide and properly perform the Scope of Services and deliverables in accordance with the schedule all of which are described in Attachment B ("Services").

c. The Company represents and warrants that it is properly licensed to perform the Services and has the professional experience and skill to perform the Services required to be performed hereunder; that it shall comply with all applicable federal, state and local laws, rules, ordinances or codes, including all professional licensing and registration (both corporate and individual) for all required basic disciplines; that it shall perform the Services in accordance with the terms hereof, and without such reference constituting a limitation on the Services required under this Agreement in accordance with generally accepted professional standards and in an expeditious and economical manner consistent with the best interests of Space Florida.

d. Additional Services. Space Florida may, from time to time, authorize Company in writing to perform services in addition to the Services set forth in Attachment B and, Company shall perform such additional services ("Additional Services") in connection with and as part of the Services. Any such Additional Services shall be set forth in a written amendment for Additional Professional Services, which shall be made part of this Agreement, executed by both parties and governed by the terms and conditions of this Agreement. Company waives any right for payment and agrees that it will not be paid for any Additional Services unless such Additional Services are approved in advance by Space Florida and a written amendment for same is executed by both parties.

e. Reduction in Scope of Services. Space Florida retains the right to reduce the scope of any portion of the Services. In such event, Space Florida shall be entitled to proportionally reduce the sums owed to Company.

2. Period of Performance. This Agreement shall commence on the Effective Date and shall remain in full force and effect through final completion and close out of the Project (the "Expiration Date") unless terminated, or extended, by mutual written agreement by both parties.

3. Compensation.
   a. All payments to Company shall be in compliance with the FDOT Funding Agreement.
   b. Space Florida shall pay Company for the Scope of Services performed in the amounts as stated in Attachment C and in accordance with the payment schedule described in Attachment C. Reimbursable expenses shall be reimbursed at cost with no markup in accordance with the amounts as stated in Attachment C.
   c. Company shall submit a detailed invoice in a form acceptable to Space Florida monthly for all services provided after the Effective Date under this Agreement. Invoices shall identify a summary of accomplishments and activities performed in conjunction with the Scope of Services. All invoices and deliverables shall be submitted electronically, confirmed returned receipt, to Space Florida Accounting, accounting@spaceflorida.gov with a cc: to Space Florida Contracts, contracts@spaceflorida.gov and to the project manager, _____ at _____.
   d. In determining the amount of payment, Space Florida will exclude all costs incurred by Company (i) prior to the Effective Date of this Agreement, (ii) after the Expiration Date or termination date of this Agreement, or (iii) costs which are outside of the Scope of Services.

e. Space Florida shall make payment to Company within thirty (30) days of receipt of a proper invoice.
f. Any funds paid in excess of the amount to which Company is entitled under the terms of this Agreement must be refunded to Space Florida. The balance of unobligated funds, if any, which has been advanced or paid by Space Florida to Company under this Agreement must be refunded to Space Florida.
g. If Company fails to perform the minimum level of service required by this Agreement, Space Florida may exercise any remedies at law or in equity, including, without limitation, the right to assess financial consequences by withholding and/or reducing payment, and terminating this Agreement in accordance with the terms hereof.
h. The acceptance by Company, its successors, or assigns, of the final payment due upon the termination or expiration of this Agreement, shall constitute a full and complete release of Space Florida from any and all claims, demands, or causes of action whatsoever that Company, its successors or assigns may have against Space Florida under this Agreement.

4. Availability of Funds. All payments to be made by Space Florida under this Agreement are subject to the availability of appropriated funds by the Legislature of the State of Florida. Space Florida shall immediately notify the Company should funds become unavailable.

5. Termination.
a. Space Florida may terminate this Agreement without cause upon seven (7) days written notice to the Company.
b. Either party may terminate this Agreement for cause after first providing the other party seven (7) days written notice and opportunity to cure should the other party substantially fail to perform in accordance with this Agreement.
c. In the event of any termination of this Agreement, Space Florida shall be obligated to pay all approved invoices submitted by the Company for Services satisfactorily completed by the Company prior to the notification of termination, which payment shall be Company's sole remedy for any termination.
d. Company waives and releases Space Florida from any other claims or damages of any kind. Company expressly waives the right to bring against Space Florida any claim for damages for delay, acceleration, interference, extra work resulting from such delay, extended overhead, wage escalation, overtime wage provisions, lost opportunity, or lost profit or financial impact on Company's other projects.

6. Project Manager; Points of Contact.
a. Space Florida has appointed a project manager who is responsible for enforcing the performance of this Agreement's terms and conditions and shall serve as a liaison with the Company. Space Florida's project manager is _____, _____@spaceflorida.gov, [phone number].

b. Contact person(s) for the Company:

c. Contact person(s) for Space Florida:

Contracts Compliance Manager, _____ contracts@spaceflorida.gov

7. NASA. Company is familiar with and shall comply with all applicable federal, state and local laws, rules, regulations, and requirements, including NASA directives, as applicable. Access by Company to NASA facilities or property is contingent upon compliance with NASA security and safety policies

and guidelines including, but not limited to, standards on badging, credentials, and facility and IT system/application access. Company shall not use "National Aeronautics and Space Administration" or "NASA" in a way that creates the impression that a product or service has the authorization, support, sponsorship, or endorsement of NASA, which does not, in fact, exist. Company may not use NASA emblems (i.e., NASA Seal, NASA Insignia, NASA logotype, NASA Program Identifiers, and the NASA Flag) without review and approval by both Space Florida and NASA.

8. Waiver of Claims. Company hereby waives all claims against Space Florida, FDOT, NASA, its related entities, and employees of Space Florida, FDOT, NASA, and employees of their related entities for injury, death, damage, or loss arising from or related to activities conducted under this Agreement for any injury to, or death of, Company's employees or the employees of Company's related entities, or for damage to, or loss of, Company's property or the property of its related entities arising from or related to activities conducted under this Agreement, whether such injury, death, damage, or loss arises through negligence or otherwise, except in the case of Space Florida's, FDOT's, or NASA's willful misconduct.

9. Environmental Reporting.
   a. Company shall not remove or disturb, or cause or permit to be removed or disturbed, any historical, archaeological, architectural, or other cultural artifacts, relics, vestiges, remains, or objects of antiquity, including items related to the space program. In the event such items are discovered at the Airport, Company shall cease its activities at the site and immediately notify the Space Florida's Airfield Manager.
   b. Company shall immediately report spills, releases, or emissions of hazardous materials that exceed a "Reportable Quantity" to Space Florida's Airfield Manager. Reportable Quantities for hazardous materials are defined by various federal and State of Florida regulations such as, but not limited to, 40 CFR Part 302, 40 CFR Part 355, 49 CFR Parts 171-180, Florida Administrative Code (FAC) Chapter 62-150, and FAC Chapter 62-770.
   c. Company shall also immediately report any spill or release of hazardous materials (regardless of quantity) to pervious surfaces or environmental media (such as grass, soil, groundwater, surface water, sediment, and gravel) to the Space Florida Airfield Manager.

10. Safety Reporting.
    a. Contractor shall comply with Kennedy NASA Procedural Requirements (KNPR) 8715.3-3, Kennedy Space Center ("KSC") Safety Procedural Requirements for Owner Organization's Operating in Exclusive-Use Facilities, with the tailored version of KNPR 8715.3-3 Chapter 7 replacing Chapter 7 of the KNPR.
    b. Contractor shall comply with the tailored version of KNPR 8715.3 - 3, Chapter 7 Mishaps and Close Calls as follows:
       i. KSC-Reportable Mishaps are unplanned events arising from the acts or omissions of Contractor that result in at least one of the following:

       - The death of an individual.
       - Injury or illness to any individual that is not employed by Space Florida or Contractor, its agents or invited guests.
       - Damage to property outside the Shuttle Landing Facility defined area.
       - High visibility or high public interest event, including events that could bring OSHA or media attention to NASA.

c. Contractor shall report all KSC-Reportable Mishaps to Space Florida, within a reasonable time upon the event being known (after appropriate emergency/medical response is notified and prior to the notification of OSHA), by notifying the Space Florida's Project Manager identified in this Agreement.
d. Contractor will support the safety culture at KSC, and report any unsafe activity, condition, event, or source of danger that they observe at KSC to Space Florida.
e. Contractor shall comply with NASA regulations, and all other laws, policies, and guidelines that pertain to security, fire and emergency management.

11. Agreement Documents; Order of Precedence. This Agreement, together with the following Attachments attached hereto and all of which are incorporated herein by this reference, shall comprise the entire Agreement and supersede all previous agreements and understanding related thereto. This Agreement and the following attachments shall together be referred to as the "Agreement Documents":

    a. **Attachment A** -- Space Florida Standard Agreement Terms and Conditions.
    b. **Attachment B** – Scope of Services, Schedule and Deliverables.
    c. **Attachment C –** Payment Schedule
    d. **Attachment D –** FDOT Funding Agreement. Company shall comply with all terms, conditions, and requirements of the FDOT Funding Agreement**.**
    e. **Attachment E –** State Audit Requirements

    Upon discovery, Space Florida or the Company shall promptly notify the other in writing of any conflicts, ambiguities, inconsistencies, errors, or omissions in, between or among any of Agreement Documents and shall cooperate in effecting a resolution. In the event the parties disagree regarding the resolution, Space Florida shall make the final determination regarding which document and which terms and conditions govern in accordance with the following order of precedence: (i) duly authorized and executed amendments to this Agreement; (ii) this Agreement; (iii) Attachments.

12. Counterparts; Facsimile Deemed as Original. The parties may sign this Agreement in several counterparts, each of which will be deemed an original but all of which together will constitute one instrument. Acceptance of this Agreement may be made by facsimile or electronic transmission. Receipt of the facsimile, or electronic, transmission shall for the purposes of this Agreement be deemed to be an original, including signatures.

13. Entire Agreement. This Agreement constitutes the entire Agreement between the parties hereto with respect to the subject matter hereof.

The parties are signing this Agreement on the Execution Dates below. The person signing on behalf of the Company warrants that he or she has the authority to bind the Company to the terms and conditions contained herein.

Space Florida:	**Company:**
By: _____	By: _____
Name: Denise Swanson	Name:
Title: CFO/CAO	Title:

Attachment A
Space Florida Standard Agreement Terms and Conditions

1. Public Records.
    a. Space Florida, subject to the provisions of Section 288.075, Section 331.326, Chapter 119 of the Florida Statutes, and applicable federal law, must permit public access to all non-confidential, non-proprietary or non-International Traffic in Arms Regulation (ITAR) controlled documents or other materials prepared, developed or received by it in connection with the performance of the obligations under this Agreement.
    b. This Agreement may be unilaterally cancelled for refusal by either party to allow public access to all documents, papers, letters, or other such materials subject to the provisions of Chapter 119 of the Florida Statutes and made or received in conjunction with this Agreement, other than those specified as confidential or exempt information.
    c. To the extent the Company is acting on behalf of Space Florida as provided under Subsection 119.011(2) of the Florida Statutes, the Company shall in accordance with Section 119.0701 of the Florida Statutes:
        i. Keep and maintain public records required by Space Florida to perform the services under this Agreement.
        ii. Upon request from Space Florida's custodian of public records, provide Space Florida with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 of the Florida Statutes or otherwise provided by law.
        iii. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the Company does not transfer the records to Space Florida.
        iv. Upon the expiration of this Agreement, transfer at no cost to Space Florida, all public records in possession of the Company or keep and maintain public records required by Space Florida to perform the service. If the Company transfers all public records to Space Florida upon completion of the Agreement, the Company shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Company keeps and maintains public records upon completion of the Agreement, the Company shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to Space Florida, upon request from Space Florida's custodian of public records, in a format that is compatible with the information technology systems of Space Florida.
        v. If the Company fails to provide the public records to Space Florida within a reasonable time the Company may be subject to penalties under Section 119.10 of the Florida Statutes. Further, Space Florida may exercise any remedies at law or in equity, including, without limitation, the right to (i) impose sanctions and assess financial consequences, (ii) withhold and/or reduce payment, and (iii) terminate this Agreement in accordance with the terms hereof.
        vi. **If the Company has questions regarding the application of Chapter 119, Florida Statutes, to the Company's duty to provide Public Records relating to this Agreement, contact Space Florida's Custodian of Public Records at Space Florida, Carrie Bargas, 505 Odyssey Way, Suite 300, Exploration Park, FL 32899 or via telephone at 321-730-5301 x244, or email at cbargas@spaceflorida.gov.**

2. Indemnification and Limitation of Liability.
    a. The Company shall indemnify and hold harmless NASA-KSC, United States Air Force, United States Navy, State of Florida, Department of Transportation Space Florida, and its Officers, Directors, and employees to the fullest extent permitted by law from and against all claims, damages, losses, liens, and expenses, (including but not limited to fees and charges of attorneys or other professionals and court and arbitration or other dispute resolution costs) to the extent caused by (i) the performance of services under this Agreement by the Company or any person or organization directly, or indirectly, employed by the Company to perform or furnish any of the services or anyone for whose acts any of them may be liable; (ii) breach of the terms of this Agreement by the Company or any person or organization directly, or indirectly, employed by the Company to perform or furnish any of the services or anyone for whose acts any of them may be liable; (iii) violations of applicable law by any person or organization directly or indirectly employed by the Company to perform or furnish any services under this Agreement or anyone for whose acts any of them may be liable; (iv) injury or death of any third parties (including Space Florida employees and agents and those of the Company), or damage to property to the extent attributable to the negligence or misconduct of the Company or any person or organization directly, or indirectly, employed by the Company to perform or furnish any of the services under this Agreement or anyone for whose acts any of them may be liable; or (v) the negligence, recklessness, or intentional wrongful misconduct of the Company and persons employed or utilized by the Company in the performance of this Agreement.
    b. At Space Florida's election and upon notification to the Company, the Company shall assume the defense or settlement of any third-party claim arising under this Agreement with counsel satisfactory to Space Florida; provided, however that the Company shall not settle any such claim in an amount over $10,000.00 without Space Florida's prior written consent. Notwithstanding the foregoing, (a) Space Florida shall have the right at Space Florida's option and expense, to participate fully in the defense or settlement of any third-party claim; and (b) if the Company does not continuously defend or settle any third-party claim within 30 days after it is notified of the assertion or commencement thereof, then (i) Space Florida shall have the right, but not the obligation, to undertake the defense or settlement of such claim for the account and at the risk of the Company, and (ii) the Company shall be bound by any defense or settlement that Space Florida may make as to such claim. Space Florida shall also be entitled to join the Company in any third-party claim for the purpose of enforcing any right of indemnity hereunder.
    c. In no event shall Space Florida be liable to the Company for indirect, special, or consequential damages, including, but not limited to, loss of revenue, loss of profit, cost of capital, or loss of opportunity regardless of whether such liability arises out of contract, tort (including negligence), strict liability, or otherwise.
    d. Space Florida shall not assume any liability for the acts, omissions, or negligence of the Company its agents, servants, employees, or subcontractors. In all instances, the Company shall be responsible for any injury or property damage resulting from any activities conducted by the Company.

3. Sovereign Immunity. Space Florida's limits of liability are set forth in Section 768.28 of the Florida Statutes, and nothing herein shall be construed to extend the liabilities of Space Florida beyond that provided in Section 768.28 of the Florida Statutes. Nothing herein is intended as a waiver of Space Florida's sovereign immunity under Section 768.28 of the Florida Statutes. Nothing hereby shall inure to the benefit of any third party for any purpose, including but not limited to anything which might allow claims otherwise barred by sovereign immunity or operation of law. Furthermore, all of Space Florida's obligations under this Agreement are limited to the payment of no more than the per

person amount limitation and the aggregate contained in Section 768.28 of the Florida Statutes, even if the sovereign immunity limitations of that statute are not otherwise applicable to the matters as set forth herein.

4. Waiver. In no event shall Space Florida be liable to Company for indirect, special, or consequential damages, including, but not limited to, loss of revenue, loss of profit, cost of capital, or loss of opportunity regardless of whether such liability arises out of contract, tort (including negligence), strict liability, or otherwise, and Company waives all such damages. Space Florida shall not assume any liability for the acts, omissions, or negligence of Company its agents, servants, employees, or subcontractors. In all instances, Company shall be responsible for any injury or property damage resulting from any activities conducted by Company.

5. Insurance.
    a. During the term of this Agreement, the Company shall procure and maintain, at its expense, the following insurance:
        i. Business Automobile Liability Insurance: a combined single limit for bodily injury and property damage per accident of $1,000,000 covering "any auto"; and mandatory limits for personal injury protection and uninsured motorist coverage;
        ii. Commercial General Liability Insurance: a combined single limit for personal injury and property accident of $1,000,000 per occurrence, $2,000,000 combined single limit
        iii. Worker's Compensation: statutory benefits, as required by law; and
        iv. Employer's Liability Insurance: limits of $100,000 bodily injury by accident, $100,000 each employee bodily injury by disease, and a $500,000 policy aggregate limit for bodily injury by disease.
        v. Professional Liability Insurance in the amount of $1,000,000 per claim, $2,000,000 aggregate.
    b. Both the business automobile and the commercial general liability insurance policies may be provided under a single policy or in combination with umbrella liability or other excess policies. All such policies of insurance shall be on an "occurrence basis". The Company may use blanket policies to satisfy these insurance requirements.
    c. On or before the Effective Date of this Agreement, the Company shall provide Space Florida with Certificates of Insurance evidencing compliance with the coverage requirements in this section. Such certificates shall provide that the insurance policies will not be materially changed or canceled until at least thirty days' prior written notice has been given to the other party. Failure of Space Florida to demand such certificate or other evidence of full compliance with these insurance requirements or failure of Space Florida to identify a deficiency from evidence that is provided shall not be construed as a waiver of the Company's obligation to maintain such insurance.
    d. The Company shall add, at no cost to Space Florida, Space Florida as an additional named insured to the Company's liability insurance policy to protect Space Florida, its contractors and subcontractors, and their respective employees from claims related to death, injury, or property (real or personal) damage resulting from the performance of this Agreement.
    e. All insurance and all renewals shall be issued by companies with a rating of at least "A-" "VIII" (or its equivalent successor) or better in the current edition of Best's Insurance Reports (or its equivalent successor, or, if there is no equivalent successor rating, otherwise acceptable to Space Florida) and be licensed to do and doing business in Florida.
    f. No approval by Space Florida of any insurer, or the terms or conditions of any policy, or any coverage or amount of insurance, or any deductible amount shall be construed as a representation by Space Florida of the solvency of the insurer or the sufficiency of any policy or any coverage or amount of insurance or deductible.

g. All proceeds of insurance required for the protection of Space Florida and obtained by or under the control of the Company shall first be applied to satisfy the Company's obligations to Space Florida under this Agreement.

6. Intellectual Property. All plans, drawings, specifications, photographs, images, ideas, concepts, designs, sketches, models, programs, software, reports, work product, and other tangible documents and deliverables, whether draft or final, prepared, produced or provided, by Company pursuant to this Agreement (together the "Plans") are, shall be, and remain the sole and exclusive property of Space Florida, including any copyrights or patent rights to same. The Plans shall be considered as being specially ordered by Space Florida as "works made for hire" under 17 U.S.C. §101, and may be used in any manner at the sole discretion of Space Florida. Space Florida shall have full and sole Space ownership rights to the Plans. Company shall furnish Space Florida with such reproductions of any Plans as Space Florida may request at any time. Any reproductions shall be the sole and exclusive property of Space Florida who may use them without Company's permission for any purpose determined to be proper by Space Florida. In the event that the Plans are held not to be "works made for hire", then Company agrees that all Plans, whether in final form or draft, which result from any services performed by Company under this Agreement are hereby assigned exclusively to Space Florida, including any copyright, patent, trademark, and all other intellectual property rights. In all cases, Company further hereby expressly assigns all of its present and future rights therein to Space Florida, and agrees to execute and furnish, and to cause all the Company's subconsultants to execute and furnish, in favor of Space Florida separate assignment documents from time to time as requested by Space Florida. This Section shall survive any termination or expiration of this Agreement. Company shall be entitled to retain copies of the Plans for the Company's use and records. Space Florida shall be free to use the Plans for completion, renovation, additions, and expansion of the Project. Company shall have no liability for the Space Florida's reuse of such Plans for completion, renovation, additions, or expansions to the Project. Company shall require language in each of its subconsultants' contracts providing for Space Florida's ownership of all Project documents and the Plans. If necessary due to termination of this Agreement or failure of Company to perform under this Agreement, this provision authorizes Space Florida through other appropriate professionals to complete the Plans for their intended use and then use the Plans. The Company hereby transfers, grants, conveys, assigns, and relinquishes exclusively to Space Florida, all of the Company's right, title, and interest of every kind throughout the world in and to all intellectual property developed for Space Florida by the Company in conjunction with this Agreement, including all United States and International copyrights or patents thereto, and any renewals or extensions thereof, together with all other interests accruing by reason of international conventions with respect to intellectual property. The Company agrees to sign any additional documents and otherwise cooperate with Space Florida, as may reasonably be requested, to further evidence, perfect, protect, or enforce the transfer under this Section 5. For this purpose, the provisions of this section shall survive the termination, for any reason, of this Agreement.

7. Notices.
   a. For a notice, or other communication, under this Agreement to be valid, it must be in writing and signed by the sending party, and the sending party must use one of the following methods of delivery: (1) personal delivery; (2) registered or certified mail, in each case return receipt requested and postage prepaid; and (3) nationally recognized overnight courier, with all fees prepaid. Delivery via facsimile, or email, is also permitted provided it is followed by delivery via one of methods (1)-(3) above and any such delivery via facsimile or email shall not be deemed to have been received pursuant to Subsection 6.c. until such delivery pursuant to methods (1)-(3) above shall be deemed to have been received pursuant to Subsection 6.c.

b. For a notice, or other communication, under this Agreement to be valid, it must be addressed to the authorized receiving party at the addresses listed in Section 6 of the cover Agreement for the receiving party, or to any other address designated by the receiving party in a notice in accordance with this Section 6.
c. Subject to Subsection 6.d., a valid notice or other communication under this Agreement is effective when received by the receiving party. A notice, or other communication, is deemed to have been received as follows:
    i. if it is delivered in person, or sent by registered or certified mail, or by nationally recognized overnight courier, upon receipt as indicated by the date on the signed receipt; and
    ii. if the receiving party rejects or otherwise refuses to accept it, or if it cannot be delivered because of a change in address for which notice was not given, then upon that rejection, refusal, or inability to deliver.
d. If a notice or other communication is received after 5:00 p.m. on a business day at the location specified in the address for the receiving party, or on a day that is not a business day, then the notice is deemed received at 9:00 a.m. on the next business day.
e. Any notice requiring prompt action shall be contemporaneously sent by facsimile transmission or electronic mail.

8. Independent Contractor. The Company is and shall remain an independent contractor and not an employee of Space Florida or an agent of the State of Florida. This Agreement shall not be construed as a teaming, joint venture or other such arrangement. Nothing in this Agreement shall grant to either party the right to make commitments of any kind for or on behalf of the other party without the prior written consent of the other party.

9. Subcontractors:
    a. The Company is responsible for all services and work to be performed in connection with this Agreement.
    b. With prior written approval by Space Florida, the Company may, as appropriate and in compliance with applicable law, subcontract the performance of services set forth in this Agreement, provided however, that the Company shall be solely liable to the subcontractor for all expenses and liabilities incurred under any subcontract. The Company shall not enter into subcontracts in which Space Florida could be held liable to a subcontractor for any expenses or liabilities. The Company shall defend and hold Space Florida harmless from any liabilities incurred under any of the subcontracts entered into by the Company. The Company shall be liable for all work performed and expenses incurred as a result of any subcontract. Subcontractors are required to comply with the terms of this Agreement.
    c. The Company is encouraged to use Florida's minority and service-disabled veteran businesses as subcontractors under this Agreement. The Certified Vendor Directory can be accessed from the website of the Florida Department of Economic Opportunity of Management Services, Office of Supplier Diversity located at: https://www.dms.myflorida.com/agency_administration/office_of_supplier_diversity_osd.
    d. It is the policy of FDOT that disadvantaged business enterprises as defined in 49 CFR Part 26, as amended, shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with FDOT funds under this Agreement. Company and its subcontractors agree to ensure that Disadvantaged Business Enterprises as defined in applicable federal and state regulations have the opportunity to participate in the performance of subcontracts under this Agreement. In this regard, Company shall take all necessary and reasonable steps in accordance with applicable federal and state regulations, to ensure that the Disadvantaged Business Enterprises have the opportunity to compete for and perform subcontracts

e. Any and all such contracts that the Company enters into under this Agreement shall incorporate and require the subcontractor to comply with all of the provisions herein and the provisions requiring that such person or organization report on performance and account for proper use of funds provided under the contract (including the provision of audit rights when applicable).

10. Representations.
    a. The Company has the necessary and required Federal and State authority to enter into this Agreement with Space Florida.
    b. Neither this Agreement nor the Company's performance of its obligations hereunder will place the Company in breach of any other contract or obligation and will not violate the rights of any third party.
    c. The Company has all rights, title, and ownership of, in, and to the products, procedures, processes and/or services that the Company is delivering and/or providing to Space Florida pursuant to this Agreement, and the Company has full right and authority to provide and/or deliver the same to Space Florida.

11. Materials, Data and Records.
    a. All data, reports, job files, logs, computer printouts, CD-ROM files, the Company's submittals, summaries, memoranda and any and all other written work, documents, instruments, information, and materials (collectively "written work") prepared or accumulated by the Company especially for the services rendered under this Agreement shall be the sole property of Space Florida. Space Florida may reuse the written work at no additional cost, and Space Florida shall be vested with all rights of whatever kind and however created that may be in existence, provided, however, that the Company shall in no way be liable or legally responsible to anyone for Space Florida's use of any written work on another project.
    b. As requested by Space Florida, the Company agrees to deliver to Space Florida at the end of the term of this Agreement, or at any other time Space Florida may request, all lists, memoranda, notes, plans, records, hardware, software, and other documentation and data belonging to Space Florida, which the Company may possess or have under its control and which may have been produced prior to and including the date of termination. The Company shall also require that all subcontractors or employees agree in writing to be bound by the provisions of this Section.
    c. The Company shall permit and shall require its contractors and subcontractors to permit Space Florida's and Space Florida's authorized representative to inspect all work, workmanship, materials, payrolls, and records and to audit the books, records, and accounts pertaining to this Agreement.
    d. Company shall preserve all contract records and documents for the entire term of this Agreement and for five (5) years after the later of: (i) the date of submission of Company's final services, or (ii) until all claims (if any) regarding the Agreement are resolved. During such period of time, Company shall retain and maintain all records and make such records available for an audit as may be requested by Space Florida. The records shall be subject at all times to inspection, review, or audit by State personnel of the Office of the Auditor General, Chief Financial Officer, FDOT, and Office of the Chief Inspector General. Space Florida may, at any time and for any reason whatsoever, review, audit, copy, examine and investigate in any manner, any records of Company which include, but are not limited to, papers, independent auditor working papers, books, documents, vouchers, bills, invoices, requests for payment, accounting records, and other supporting documentation, which according to generally accepted accounting principles, procedures and practices, sufficiently and properly reflect all costs expended in the performance of this Agreement.

12. Unauthorized Aliens. Space Florida shall consider the knowing employment of unauthorized aliens, as described in Section 274A(e) of the Immigration and Nationality Act (codified at 8 U.S.C. §1324a), and Section 448.09 of the Florida Statutes by the Company or any subcontractor cause for termination of this Agreement.

13. Scrutinized Companies List.
    a. By executing this Agreement, the Company certifies that it is not: (1) listed on the Scrutinized Companies that Boycott Israel List, created pursuant to section 215.4725 of the Florida Statutes, (2) engaged in a boycott of Israel, (3) listed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to section 215.473 of the Florida Statutes, or (4) engaged in business operations in Cuba or Syria. Pursuant to section 287.135(5) of the Florida Statutes, Space Florida may immediately terminate this Agreement for cause if the Company is found to have submitted a false certification as to the above or if the Company is placed on the Scrutinized Companies that Boycott Israel List, is engaged in a boycott of Israel, has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria, during the term of the Agreement. If Space Florida determines that the Company has submitted a false certification, Space Florida will provide written notice to the Company. Unless the Company demonstrates in writing, within 90 calendar days of receipt of the notice, that Space Florida's determination of false certification was made in error, Space Florida shall bring a civil action against the Company. If Space Florida's determination is upheld, a civil penalty equal to the greater of $2 million or twice the amount of this Agreement shall be imposed on the Company, and the Company will be ineligible to bid on any Agreement with a Florida agency or local governmental entity for three years after the date of Space Florida's determination of false certification by the Company.
    b. If federal law ceases to authorize the states to adopt and enforce the contracting prohibition in this Section 12, this Section 12 shall be null and void without further action of the parties.

14. No Third-Party Beneficiaries. This Agreement does not, and is not intended, to confer any rights or remedies upon any person other than the parties.

15. Amendments/Modifications. This Agreement may not be altered, modified, amended or changed in any manner, except pursuant to a written amendment executed and delivered by each of the authorized Points of Contact. Additionally, any such modification, amendment or change shall be effective on the date of execution and delivery, or such later date as the parties may agree therein.

16. Severability. If any provision of this Agreement is found by a court of competent jurisdiction to be invalid or unenforceable to any extent, the remainder of this Agreement shall not be affected thereby and shall remain enforceable to the greatest extent permitted by law.

17. Governing Law; Venue. This Agreement shall be construed in accordance with the laws of the State of Florida. Any dispute arising out of or relating to this Agreement shall be subject to the exclusive venue of the United States District Court for the Middle District of Florida or the Eighteenth Judicial Circuit, in Brevard County, Florida.

18. Miscellaneous. The Company shall, and shall require all of its contractors and subcontractors that it utilizes under this Agreement to comply with the following requirements:

a. The Company shall comply with all applicable Federal, State and local laws, rules and regulations.
b. The Company affirms that it is aware of the provisions of Subsection 287.134(2)(a) of Florida Statutes, and that at no time has Company been placed on the Discriminatory Vendor List.
c. The Company shall not discriminate against any employee employed in the performance of this Agreement, or against any applicant for employment because of age, race, sex, creed, color, disability, national origin, or marital status.
d. The Company shall provide a harassment-free workplace, with any allegation of harassment given priority attention and action by management.
e. The Company shall provide a drug-free workplace with any allegation of substance abuse given priority attention and action by management.
f. The Company affirms that it is aware of the provisions of Subsection 287.133(2)(a) of the Florida Statutes, and that at no time has the Company been convicted of a Public Entity Crime. The Company agrees that it shall not violate such law and further acknowledges and agrees that any conviction during the term of this Agreement may result in termination of this Agreement by Space Florida.
g. The Company agrees to comply with subsection 20.055(5) of the Florida Statutes, including but not limited to, the duty of the Company and any of the Company's subcontractors to cooperate with the inspector general in any investigation, audit, inspection, review or hearing pursuant to section 20.055 of the Florida Statutes.
h. To the extent the Company is performing economic development services or similar business assistance services on behalf of Space Florida, the Company shall coordinate with other components of state and local economic development systems and shall avoid duplication of existing state and local services and activities under this Agreement.
i. This Agreement may not be assigned by either party without the prior written consent of the other.
j. The Company shall not use any state financial assistance as defined in section 215.971 of the Florida Statutes received pursuant to this Agreement for lobbying the Florida Legislature, the judicial branch, or any state agency.
k. To the extent travel is permitted under this Agreement, the Company and the Company's subcontractors shall comply with Space Florida's travel statutes, rules and policies.

19. Press Releases. Each of the parties hereto agrees that they shall not issue any press releases with respect to this Agreement without the prior written consent of the other party, which such consent shall not be unreasonably withheld.

20. State Audit Requirements. To the extent applicable, Company shall comply with the audit requirements of Section 215.97 of the Florida Statutes and those found in Attachment E attached, Audit Requirements. Company shall include the audit and record keeping requirements provided for in this Section and in Attachment E, in all subcontracts and for all sub-recipients of state funds according to Section 215.97 of the Florida Statutes. For purposes of this Agreement, "sub-recipient" shall be defined in accordance with Subsection 215.99(2)(x) of the Florida Statutes

21. Prohibition against Contingent Fees. Company warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Company to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for Company any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award or making of this Agreement.

22. Prohibited Interests: No member, officer, or employee of Space Florida during this tenure or for two years thereafter shall have any interest, direct or indirect, in this Agreement or the proceeds thereof. Company and its subcontractors shall not enter into any contract, subcontract, or arrangement in connection with the Project or any property included or planned to be included in the Project, in which any member, officer, or employee of Space Florida during the term of this Agreement and for two years thereafter has any interest, direct or indirect. If any such present or former member, officer, or employee involuntarily acquires or had acquired prior to the beginning of his or her tenure with Space Florida, any such interest, and if such interest is immediately disclosed to Space Florida, SPace Florida with prior approval of FDOT, may waive the prohibition contained in this subsection, provided, that any such present member, officer or employee shall not participate in any action by Space Florida relating to such contract, subcontract, or arrangement. Company shall insert in each of their subcontracts, the following provision: "No member, officer, or employee of Space Florida during the term of this Agreement and for two years thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof."

23. Employment Eligibility Verification.
    a. The Company and the Company's subcontractors performing work under this Agreement, shall utilize the E-Verify system to verify the employment eligibility of all new employees hired by the Company or the Company's subcontractors during the term of this Agreement.
    b. E-Verify is an Internet-based system that allows an employer, using information reported on an employee's Form I-9, Employment Eligibility Verification, to determine the eligibility of all new employees hired to work in the United States after the effective date of the required Memorandum of Understanding (MOU); the responsibilities and elections of federal contractors, however, may vary, as stated in Article II.D.1.c. of the MOU. There is no charge to employers to use E-Verify. The Department of Homeland Security's E-Verify system can be found at: http://www.dhs.gov/files/programs/gc_1185221678150.shtm.

If the Company or the Company's subcontractors do not have an E-Verify MOU in effect, the Company or the Company's subcontractors must enroll in the E-Verify system prior to hiring any new employee after the Effective Date of this Agreement.

Attachment B
SCOPE OF SERVICES FOR
INDEPENDENT CONSTRUCTION ENGINEERING & INSPECTION (CEI) SERVICES

SHUTTLE LANDING FACILITY (SLF)
BLOCK 1 DEVELOPMENT

SPACE FLORIDA

As attached to this RFQ.

Attachment C
Contract Price and Payment Schedule

To be determined.

Attachment D
FDOT Funding Agreement FM# 435321-1-94-01
And
FDOT Funding Agreement FM# 436863-1-94-04

FM # 435321-1-94-01 **Agency: Space Florida** **Agency DUNS No.: 78-500-7118** **Contract No:** G1012	**Fund: DPTO/GMR** **Activity: 215** **CSFA No.: 55.037** **CSFA Title: Space Florida – Spaceport Improvement Program** **DUNS No.: 80-939-7102** **Contract Amount: $1,000,000.00**	**FLAIR Approp: 088719** **FLAIR Obj.: 751000** **Org. Code: 55052000531** **Vendor No.: F161 767 788 001**

FINANCIAL ASSISTANCE GRANT AGREEMENT
BETWEEN
FLORIDA DEPARTMENT OF TRANSPORTATION
AND
SPACE FLORIDA

THIS AGREEMENT, made and entered into this 25th day of September, 2018, by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, an Agency of the State of Florida (hereinafter referred to as the "DEPARTMENT"), and SPACE FLORIDA an independent special district, a body politic and corporate and a subdivision of the state, organized and operating pursuant to Part II of Chapter 331, Florida Statutes (hereinafter referred to as "SPACE FLORIDA").

WITNESSETH:

WHEREAS, SPACE FLORIDA and the DEPARTMENT have been granted specific legislative authority to enter into this Agreement pursuant to Section 331.360(2), Florida Statutes; and

WHEREAS, SPACE FLORIDA, by Resolution/Minutes, a copy of which is attached hereto as Exhibit "C" and made a part hereof, has authorized its officers to execute this Agreement on its behalf;

WHEREAS, the Project is contained in the adopted Five Year Work Program of the DEPARTMENT; and

WHEREAS, the parties mutually agree that it is in their joint best interest to facilitate the Aerospace Transportation Project known as the **"SLLF Electrical and Communication Improvements"** in Fiscal Year 2018/2019, said Project being known as FM # 435321-1-94-01 and more specifically described in Exhibit "A" and hereinafter referred to as the "Project"; and

NOW, THEREFORE, in consideration of the mutual covenants, premises and representations herein, the parties agree as follows:

1.00 Purpose of Agreement: The purpose of this Agreement is to provide Departmental financial assistance to SPACE FLORIDA to accomplish the Project and to state

the terms and conditions upon which such financial assistance will be provided and the understandings as to the manner in which the Project will be undertaken and completed.

2.00 Accomplishment of the Project:

2.01 General Requirements: SPACE FLORIDA shall ensure that the Project (as described in Exhibit "A" attached hereto and by this reference is made a part hereof) commences and is completed with all practicable dispatch, in a sound, economical and efficient manner, and in accordance with the provisions hereof, and all practicable laws.

An employee of SPACE FLORIDA or designee, qualified to ensure that the work being pursued is complete, accurate, and consistent with the terms, conditions, and specifications of this Agreement shall be in charge of this Project.

2.02 Beginning Date and Expiration of Agreement: The term of this Agreement shall begin upon the date the last party executes same (Effective Date) and shall be considered the start date of the Project. SPACE FLORIDA agrees that the Project shall be completed on or before **October 1, 2019**. If the Project is not complete within this time period, this Agreement will expire on the day of scheduled completion as provided in this paragraph unless an extension of the time period is requested by SPACE FLORIDA and granted in writing by the DEPARTMENT prior to the expiration of the Agreement. Expiration of this Agreement will be considered termination of the Project. The costs of any work performed after the expiration date of this Agreement will not be reimbursed by the DEPARTMENT.

2.03 Pursuant to Federal, State and Local Laws: In the event that any election, referendum, approval, permit, notice, or other proceeding or authorization is requisite under applicable law to enable SPACE FLORIDA to enter into this Agreement or to undertake the Project hereunder, or to observe, assume or carry out any of the provisions of the Agreement, SPACE FLORIDA shall initiate and consummate, as required by law, all actions necessary with respect to any such matters so requisite.

2.04 Agency Funds: SPACE FLORIDA shall initiate and prosecute to completion all proceedings necessary, including Federal-aid requirements, to enable SPACE FLORIDA to provide the necessary services for completion of the Project.

2.05 Activity Reports: SPACE FLORIDA shall provide an activity report to the DEPARTMENT on a quarterly basis. The activity report will include details of the progress of the Project towards completion.

2.06 Submission of Proceedings, Contracts and Other Documents: SPACE FLORIDA shall ensure that such data, reports, records, contracts and other documents relating to the Project are submitted to the DEPARTMENT as the DEPARTMENT may reasonably require.

3.00 Project Cost: The total estimated cost of the Project is **$1,000,000.00 (One Million Dollars and No/100)**. This amount is based upon the Project budget as specified in Exhibit "B" attached hereto and by this reference made a part hereof.

3.01 Department Participation:

(a) The DEPARTMENT agrees to pay SPACE FLORIDA 100 percent of the eligible costs incurred up to **$1,000,000.00 (One Million Dollars and No/100)** for services described in Exhibit "A", Scope of Services. The Method of Compensation is included as Exhibit "B". SPACE FLORIDA agrees to bear all expenses in excess of Department participation and any deficits involved. Administrative costs, travel and operational costs will not be reimbursed.

3.02 Cost Incurred for the Project: SPACE FLORIDA shall charge to the Project account all eligible costs of the Project. Cost in excess of the approved funding or attributable to actions which have not received the required approval of the DEPARTMENT shall not be considered eligible costs.

3.03 Requisitions and Payments:

Alternative Pay Option: The DEPARTMENT will pay to SPACE FLORIDA, after receipt of a detailed invoice, an amount equal to 100 percent of the invoice received by SPACE FLORIDA and from SPACE FLORIDA'S contractor(s) or consultant(s).

(a) The invoiced amount to the DEPARTMENT cannot exceed the actual costs incurred by SPACE FLORIDA and from SPACE FLORIDA'S contractor(s) or consultant(s).

(b) All of SPACE FLORIDA's invoiced costs must have been incurred prior to the date of the invoice.

(c) All invoices submitted to the DEPARTMENT must provide complete documentation, including a copy of the contractor(s) or consultant(s) invoice(s), to substantiate the cost on the invoice.

(d) SPACE FLORIDA must certify on each invoice that the costs from the contractor(s) or consultant(s) are valid and have been incurred by the contractor(s) or consultant(s).

(e) Each invoice subsequent to the first invoice from SPACE FLORIDA must contain a statement from SPACE FLORIDA that the previous costs incurred by the contractor(s) or consultant(s) have been paid by SPACE FLORIDA to the contractor(s) or consultant(s).

(f) Invoices shall be submitted by SPACE FLORIDA in detail sufficient for a proper pre-audit and post-audit thereof, based on the quantifiable, measurable and verifiable units of deliverables as established in Exhibit "A", Scope of Services. Deliverables must be received and accepted in writing by the DEPARTMENT's Project Manager or designee prior to payments.

(g) Supporting documentation must establish that the deliverables were received and accepted in writing by SPACE FLORIDA and must also establish that the required minimum level of service to be performed as specified in Exhibit "A", Scope of Services, was met, and that the criteria for evaluating successful completion as specified in Exhibit "A", Scope of Services was met.

(h) SPACE FLORIDA may receive progress payments for deliverables based on the percentage of services that have been completed, approved and accepted to the satisfaction of the DEPARTMENT when properly supported by detailed invoices, contracts or vouchers evidencing in proper detail the nature and propriety of the charges. The final balance due under this Agreement will be reimbursed upon the completion of all Project services and proper submission of a detailed invoice, and when the Project has been inspected, approved and accepted to the satisfaction of the DEPARTMENT in writing.

3.04 Financial Consequences: Payment shall be made only after receipt and approval of goods and services unless advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, F.S. If the DEPARTMENT determines that the performance of SPACE FLORIDA is unsatisfactory, the DEPARTMENT shall notify SPACE FLORIDA of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the DEPARTMENT. SPACE FLORIDA shall, within ten days after notice from the DEPARTMENT, provide the DEPARTMENT with a corrective action plan describing how SPACE FLORIDA will address all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance. If the corrective action plan is unacceptable to the DEPARTMENT, SPACE FLORIDA shall be assessed a non-performance retainage equivalent to 10% of the total invoice amount. The retainage shall be applied to the invoice for the then-current billing period. The retainage shall be withheld until SPACE FLORIDA resolves the deficiency. If the deficiency is subsequently resolved, SPACE FLORIDA may bill the DEPARTMENT for the retained amount during the next billing period. If SPACE FLORIDA is unable to resolve the deficiency, the funds retained may be forfeited at the end of the Agreement's term.

3.05 Limits on DEPARTMENT Funds: Project costs eligible for DEPARTMENT Participation will be allowed only from the Effective Date of this Agreement. It is understood that DEPARTMENT participation in eligible Project cost is subject to:

(a) Florida Legislative approval of the DEPARTMENT'S appropriation request in the work program year that the Project is scheduled to be committed;

(b) Availability of funds as stated in paragraphs 3.06 and 3.07 of this Agreement;

(c) Approval of all services and other obligating documents and all other terms of this Agreement;

3.06 Appropriation of Funds: The DEPARTMENT'S performance and obligation to

pay under this Agreement is contingent upon an annual appropriation by the Florida Legislature.

3.07 Multi-year Commitment: In the event this Agreement is in excess of TWENTY-FIVE THOUSAND AND NO/100 DOLLARS ($25,000.00) and has a term for a period of more than one year, the provisions of Chapter 339.135(6)(a), Florida Statutes, are hereby incorporated.

(a) "The DEPARTMENT during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The DEPARTMENT shall require a statement from the Comptroller of the DEPARTMENT that such funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding one (1) year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the DEPARTMENT which are for an amount in excess of $25,000.00 dollars and which have a term for a period of more than one (1) year."

3.08 If, after Project completion, any claim is made by the DEPARTMENT resulting from an audit or for work or services performed pursuant to this Agreement, the DEPARTMENT may offset such amounts from payments due for work or services done under any agreement which it has with SPACE FLORIDA owing such amount if, upon demand, payment of the amount is not made within sixty (60) days to the DEPARTMENT. Offsetting any amount pursuant to this paragraph shall not be considered a breach of contract by the DEPARTMENT.

4.00 Records:

4.01 Establishment and Maintenance of Accounting Records: Records of costs incurred under terms of this Agreement shall be maintained and made available upon request to the DEPARTMENT at all times during the period of this Agreement and for five (5) years after final payment is made. Copies of these documents and records shall be furnished to the DEPARTMENT upon request. Records of costs incurred include SPACE FLORIDA'S general accounting records and the Project records, together with supporting documents and records, of SPACE FLORIDA and all subcontractors and/or third party providers performing work on the Project and all other records of SPACE FLORIDA and subcontractors and/or third party providers considered necessary by the DEPARTMENT for a proper audit of costs. If any litigation, claim, or audit is started before the expiration of the five (5) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

4.02 Audits: The administration of resources awarded through the DEPARTMENT to SPACE FLORIDA by this Agreement may be subject to audits and/or monitoring by the DEPARTMENT. The following requirements do not limit the authority of the DEPARTMENT to conduct or arrange for the conduct of additional audits or evaluations of state financial

assistance or limit the authority of any state agency inspector general, the Auditor General, or any other state official. SPACE FLORIDA shall comply with all audit and audit reporting requirements as specified below.

(a) In addition to reviews of audits conducted in accordance with Section 215.97, Florida Statutes, monitoring procedures to monitor SPACE FLORIDA's use of state financial assistance may include but not be limited to on-site visits by DEPARTMENT staff and/or other procedures including, reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to state financial assistance awarded through the DEPARTMENT by this Agreement. By entering into this Agreement, SPACE FLORIDA agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the DEPARTMENT. SPACE FLORIDA further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the DEPARTMENT, the Department of Financial Services (DFS) or the Auditor General.

(b) SPACE FLORIDA, a nonstate entity as defined by Section 215.97(2)(m), Florida Statutes, as a recipient of state financial assistance awarded by the DEPARTMENT through this Agreement is subject to the following requirements:

1. In the event SPACE FLORIDA meets the audit threshold requirements established by Section 215.97, Florida Statutes, SPACE FLORIDA must have a State single or project-specific audit conducted for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. Exhibit "D" to this Agreement indicates state financial assistance awarded through the DEPARTMENT by this Agreement needed by SPACE FLORIDA to further comply with the requirements of Section 215.97, Florida Statutes. In determining the state financial assistance expended in a fiscal year, SPACE FLORIDA shall consider all sources of state financial assistance, including state financial assistance received from the DEPARTMENT by this Agreement, other state agencies and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

2. In connection with the audit requirements, SPACE FLORIDA shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2)(e), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

3. In the event SPACE FLORIDA does not meet the audit threshold requirements

established by Section 215.97, Florida Statutes, SPACE FLORIDA is exempt for such fiscal year from the state single audit requirements of Section 215.97, Florida Statutes. However, SPACE FLORIDA must provide a single audit exemption statement to the Department at **FDOTSingleAudit@dot.state.fl.us** no later than nine months after the end of SPACE FLORIDA's audit period for each applicable audit year. In the event SPACE FLORIDA does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, in a fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the SPACE FLORIDA's resources (i.e., the cost of such an audit must be paid from SPACE FLORIDA's resources obtained from other than State entities).

4. In accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, copies of financial reporting packages required by this Agreement shall be submitted to:

   Florida Department of Transportation
   Office of Comptroller, MS 24
   605 Suwannee Street
   Tallahassee, FL 32399-0405
   Email: **FDOTSingleAudit@dot.state.fl.us**

   And

   State of Florida Auditor General
   Local Government Audits/342
   111 West Madison Street, Room 401
   Tallahassee, FL 32399-1450
   Email: **flaudgen_localgovt@aud.state.fl.us**

5. Any copies of financial reporting packages, reports or other information required to be submitted to the DEPARTMENT shall be submitted timely in accordance with Section 215.97, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

6. SPACE FLORIDA, when submitting financial reporting packages to the DEPARTMENT for audits done in accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date the reporting package was delivered to SPACE FLORIDA in correspondence accompanying the reporting package.

7. Upon receipt, and within six months, the DEPARTMENT will review SPACE FLORIDA's financial reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate corrective action on all deficiencies has been taken pertaining to the state financial assistance provided through the DEPARTMENT by this Agreement. If SPACE FLORIDA fails to have an audit conducted consistent with Section 215.97, Florida Statutes, the DEPARTMENT may take appropriate corrective action to enforce compliance.

8. As a condition of receiving state financial assistance, SPACE FLORIDA shall permit the DEPARTMENT, or its designee, DFS or the Auditor General access to SPACE FLORIDA's records including financial statements, the independent auditor's working papers and project records as necessary. Records related to unresolved audit findings, appeals or litigation shall be retained until the action is complete or the dispute is resolved.

(c) SPACE FLORIDA shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date the audit report is issued and shall allow the DEPARTMENT, or its designee, DFS or the Auditor General access to such records upon request. SPACE FLORIDA shall ensure that the audit working papers are made available to the DEPARTMENT, or its designee, DFS or the Auditor General upon request for a period of five years from the date the audit report is issued unless extended in writing by the DEPARTMENT.

4.04 Inspections: SPACE FLORIDA shall permit and shall require its contractors and subcontractors to permit the DEPARTMENT'S authorized representative to inspect all work, workmanship, materials, payrolls, and records and to audit the books, records, and accounts pertaining to the financing and development of the Project.

The DEPARTMENT may unilaterally cancel this AGREEMENT for refusal by any other party to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes and made or received by such party in conjunction with this AGREEMENT.

5.00 The DEPARTMENT'S Obligations: Subject to other provisions hereof, the DEPARTMENT will honor such requisitions in amounts and at times deemed by the DEPARTMENT to be proper to ensure the carrying out of the Project and payment of the eligible costs. However, notwithstanding any other provision of this Agreement, the DEPARTMENT may elect by notice in writing not to make a payment on the Project if:

5.01 Misrepresentation: SPACE FLORIDA shall have made a misrepresentation of a material nature in its application, or any supplement thereto or amendment thereof, or in or with respect to any document or data furnished therewith or pursuant hereto;

5.02 Litigation: There is then pending litigation with respect to the performance by SPACE FLORIDA of any of its duties or obligations which may jeopardize or adversely affect the Project, the Agreement, or payments to the Project;

5.03 Approval by the DEPARTMENT: SPACE FLORIDA shall have taken any action pertaining to the Project which, under this Agreement, requires the approval of the DEPARTMENT or have made related expenditures or incurred related obligations without having been advised by the DEPARTMENT that same are approved;

5.04 Prohibited Interests: There has been any violation of the prohibited interests provisions contained herein; or

5.05 Default: SPACE FLORIDA has been reasonably determined by the DEPARTMENT to be in material default under any of the provisions of the Agreement.

5.06 Disallowed Costs: In determining the amount of the payment, the DEPARTMENT will exclude all Project costs incurred by SPACE FLORIDA prior to the Effective Date of this Agreement, after the expiration date of this Agreement, costs which are not provided for in the latest approved scope and budget for the Project, costs attributable to goods or services received under a contract or other arrangements which have not been approved by the DEPARTMENT, and costs invoiced prior to receipt of annual notification of fund availability.

6.00 Termination or Suspension of Project:

6.01 Termination or Suspension Generally: The DEPARTMENT may, by written notice to SPACE FLORIDA, suspend any or all of its obligations under this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected, or the DEPARTMENT may terminate this Agreement in whole or in part at any time the interest of the DEPARTMENT requires such termination.

(a) If the DEPARTMENT determines that the performance of SPACE FLORIDA is not satisfactory, the DEPARTMENT shall notify SPACE FLORIDA of the deficiency in writing with a requirement that the deficiency be corrected within thirty (30) days of such notice. Such notice shall provide reasonable specificity to SPACE FLORIDA of the deficiency that requires correction. If the deficiency is not corrected within such time period, the DEPARTMENT may either (a) immediately terminate the Agreement as set forth in Paragraph 6.01 (b) below, or (b) take whatever action is deemed appropriate by the DEPARTMENT to correct the deficiency. In the event the DEPARTMENT chooses to take action and not terminate the Agreement, SPACE FLORIDA shall, upon demand, promptly reimburse the DEPARTMENT for any and all cost and expenses incurred by the DEPARTMENT in correcting the deficiency.

(b) If the DEPARTMENT terminates the Agreement, the DEPARTMENT shall notify SPACE FLORIDA of such termination in writing, with instructions as to the effective date of termination or specify the stage of work at which this Agreement is terminated.

(c) If the Agreement is terminated before performance is completed, SPACE FLORIDA shall be paid only for the work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed an amount which is the same percentage of the contract price as the amount of work satisfactorily completed is a percentage of the total work called for by this Agreement.

6.02 Action Subsequent to Notice of Termination or Suspension: Upon receipt of any final termination or suspension notice under this section, SPACE FLORIDA shall proceed promptly to carry out the actions required therein which may include any or all of the following: (1) necessary action to terminate or suspend Project activities and contracts and such other action as may be required or desirable to keep to the minimum the cost upon the basis of which the financing is to be computed; and (2) furnish a statement of the Project activities and contracts, and other undertakings the cost of which are otherwise includable as Project costs. The termination or suspension shall be carried out in conformity with the latest schedule, plan and budget as approved by the DEPARTMENT or upon the basis of terms and conditions imposed by the DEPARTMENT upon the failure of SPACE FLORIDA to furnish the schedule, plan and budget within a reasonable time. The closing out of federal financial participation in the Project shall not constitute a waiver of any claim which the DEPARTMENT may otherwise have arising out of this Agreement.

7.00 Contracts of SPACE FLORIDA:

7.01 Third Party Agreements: The DEPARTMENT specifically reserves the right to review and approve any third party contracts with the respect to the Project before SPACE FLORIDA executes or obligates itself in any manner requiring the disbursement of DEPARTMENT funds, including consultant, purchase of commodities contracts or amendments thereto. If the DEPARTMENT chooses to review and approve third party contracts for this Project and SPACE FLORIDA fails to obtain such approval, that shall be sufficient cause for nonpayment by the DEPARTMENT. The DEPARTMENT reserves unto itself the right to review the qualifications of any subcontractor and/or third party provider and to approve or disapprove the employment of the same. Provided however, that once notice is given by SPACE FLORIDA of a contract third party to the DEPARTMENT, the DEPARTMENT shall have thirty (30) calendar days to register objections to the subcontract and/or third party, specifically specifying the nature of the objection and what action would make the subcontractor and/or third party provider and the terms of the subcontract and the third party provider contract acceptable to the DEPARTMENT. If the DEPARTMENT does not give notice to SPACE FLORIDA objecting to the subcontract and/or third party provider or does not give notice of objection to the terms of the subcontract or third party provider contract, specifically specifying the nature of the objection, and what action would make the subcontractor and/or third party provider or the contracts acceptable to the DEPARTMENT within said thirty (30) calendar day period, the subcontractor and/or third party provider and the contracts shall be deemed acceptable for payments to be made by or to SPACE FLORIDA with regard to the aforesaid contract.

7.02 A consultant firm, or its affiliate, that is the Engineer of Record (EOR) on a

project shall be considered ineligible to compete for, and perform as, a prime consultant for Construction Engineering and Inspection (CEI) services on that same project. As necessary, SPACE FLORIDA shall hire a qualified CEI firm to perform construction oversight including the obligation to assure that any and all verification testing is performed in accordance with applicable requirements and standards, as amended from time to time. The DEPARTMENT shall have the right, but not the obligation, to perform independent assurance testing during the course of construction of the Project. The CEI firm shall not be the same firm as that of the Engineer of Record for the Project.

8.00 Disadvantaged Business Enterprise (DBE) Policy and Obligation: It is the policy of the DEPARTMENT that disadvantaged business enterprises as defined in 49 CFR Part 26, as amended, shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with DEPARTMENT funds under this Agreement.

SPACE FLORIDA and its contractors agree to ensure that Disadvantaged Business Enterprises as defined in applicable federal and state regulations have the opportunity to participate in the performance of contracts and this Agreement. In this regard, all recipients and contractors shall take all necessary and reasonable steps in accordance with applicable federal and state regulations, to ensure that the Disadvantaged Business Enterprises have the opportunity to compete for and perform contracts. SPACE FLORIDA and its contractors and subcontractors shall not discriminate on the basis of race, color, national origin or sex in the award and performance of contracts, entered pursuant to this Agreement.

9.00 Compliance with Conditions and Laws: SPACE FLORIDA shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project. Execution of this Agreement constitutes a certification that SPACE FLORIDA is in compliance with, and will require its contractors and subcontractors to comply with, all requirements imposed by applicable federal, state, and local laws and regulations, including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transaction," in 49 C.F.R. Part 29, when applicable.

9.01 Inspector General Cooperation: SPACE FLORIDA agrees to comply with s.20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with s.20.055(5), Florida Statutes.

10.00 Restrictions, Prohibitions, Controls and Labor Provisions:

10.01 Equal Employment Opportunity: In connection with carrying out of any Project, SPACE FLORIDA shall not discriminate against any employee or applicant for employment because of race, age, creed, color, sex or national origin. SPACE FLORIDA will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, age, creed, color, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. SPACE FLORIDA, or any other party, shall insert the foregoing provision modified only to show the particular

contractual relationship in all its contracts in connection with the development or operation of the Project, except contracts for standard commercial supplies or raw materials, and shall require all such contractors to insert a similar provision in all subcontracts, except subcontracts for standard commercial supplies or raw materials. When the Project involves installation, construction, demolition, removal, site improvements, or similar work, SPACE FLORIDA, or any other party, shall post, in conspicuous places available to employees and applicants for employment for Project work, notices to be provided by the DEPARTMENT setting forth the provisions of the nondiscrimination clause.

10.02 Title VI – Civil Rights Act of 1964: SPACE FLORIDA will comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d, et. seq.), the Regulations of the Federal Department of Transportation issued thereunder, and the assurance by SPACE FLORIDA pursuant thereto.

SPACE FLORIDA shall include provisions in all contracts with third parties that ensure compliance with Title VI of the Civil Rights Act of 1964, 49 C.F.R. Part 21, and related statutes and regulations.

10.03 Americans with Disabilities Act of 1990 (ADA): Execution of this Agreement constitutes a certification that the PUBLIC AGENCY will comply with all the requirements imposed by the ADA (42 U.S.C. 12102, et. seq.), the regulations of the federal government issued there under, and the assurance by SPACE FLORIDA pursuant thereto.

10.04 Public Entity Crime: 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, 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, Florida Statutes for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

10.05 Discrimination: In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the Discriminatory Vendor List, maintained by the Florida Department of Management Services, may not submit a bid on a contract to provide 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, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.

10.06 Prohibited Interests: Neither SPACE FLORIDA nor any of its contractors or their subcontractors shall enter into any contract, subcontract, or arrangement in connection with the Project or any property included or planned to be included in the Project, in which any member, officer, or employee of SPACE FLORIDA during this tenure or for two years thereafter has any interest, direct or indirect. If any such present or former member, officer, or

employee involuntarily acquires or had acquired prior to the beginning of his tenure any such interest, and if such interest is immediately disclosed to SPACE FLORIDA, SPACE FLORIDA with prior approval of the DEPARTMENT, may waive the prohibition contained in this subsection, provided, that any such present member, officer or employee shall not participate in any action by SPACE FLORIDA relating to such contract, subcontract, or arrangement.

SPACE FLORIDA shall insert in all contracts entered into in connection with the Project or any property included or planned to be included in any project, and shall require its contractors to insert in each of their subcontracts, the following provision:

"No member, officer, or employee of SPACE FLORIDA during this tenure or for two years thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof."

The provisions of this subsection shall not be applicable to any agreement between SPACE FLORIDA and its fiscal depositories, or to any agreement for utility services the rates for which are fixed or controlled by a governmental agency.

10.07 Interest of Members of, or Delegates to, Congress: No member or delegate to the Congress of the United States, or the State of Florida Legislature, shall be admitted to any share or part of the Agreement or any benefit arising therefrom.

10.08 U.S. Department of Homeland Security's E-Verify System: The DEPARTMENT and SPACE FLORIDA acknowledge and agree to the following:

(a) SPACE FLORIDA shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by SPACE FLORIDA during the term of the contract; and

(b) SPACE FLORIDA shall expressly require any contractors and subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the contractor/subcontractor during the contract term.

11.00 Miscellaneous Provisions:

11.01 DEPARTMENT Not Obligated to Third Parties: The DEPARTMENT shall not be obligated or liable hereunder to any party other than SPACE FLORIDA.

11.02 When Rights and Remedies Not Waived: In no event shall the making by the DEPARTMENT of any payment to SPACE FLORIDA constitute or be construed as a waiver by the DEPARTMENT of any breach of covenant or any default which may then exist, on the part of SPACE FLORIDA, and the making of such payment by the DEPARTMENT which any such breach or default shall exist shall in no way impair or prejudice any right or remedy available to the DEPARTMENT with respect to such breach or default.

11.03 How Agreement is Affected by Provisions Being Held Invalid: If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance the remainder would then continue to conform to the terms and requirements of applicable law.

11.04 Bonus or Commission: By execution of the Agreement SPACE FLORIDA represents that it has not paid and, also, agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.

11.05 State Law: Nothing in this Agreement shall require SPACE FLORIDA to observe or enforce compliance with any provisions thereof, perform any other act or do any other thing in contravention of any applicable State Law; provided, that if any of the provisions of the Agreement violate any applicable State Law, SPACE FLORIDA will at once notify the DEPARTMENT in writing in order that appropriate changes and modifications may be made by the DEPARTMENT and SPACE FLORIDA to the end that SPACE FLORIDA may precede as soon as possible with the Project.

11.06 Project Completion, Agency Certification: SPACE FLORIDA will certify in writing on or attached to the final invoice, that the Project was completed in accordance with the Scope of Services, Exhibit "A" and that the Project is accepted by SPACE FLORIDA as suitable for the intended purpose.

11.07 Agreement Format: All words used herein in the singular form shall extend to and include the plural. All words used in the plural form shall extend to and include the singular. All words used in any gender shall extend to and include all genders.

11.08 Execution of Agreement: This Agreement may be simultaneously executed in up to three counterparts, each of which so executed shall be deemed to be an original and such counterparts together shall constitute one of the same instrument.

11.09 Vendors Rights: SPACE FLORIDA which is providing goods and services to the DEPARTMENT should be aware of the following time frames. Upon receipt, the DEPARTMENT has twenty (20) working days to inspect and approve the goods and services. The DEPARTMENT has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the goods or services are received, inspected and approved.

If a payment is not available within 40 days after receipt of the invoice, inspection and approval of goods and services, a separate interest penalty at a rate as established pursuant to Section 55.03(1), Florida Statutes, will be due and payable, in addition to the invoice amount, to SPACE FLORIDA. Interest penalties of less than one dollar ($1.00) will not be enforced unless SPACE FLORIDA requests payment. Invoices which have to be returned to SPACE FLORIDA because of vendor preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the DEPARTMENT.

A Vendor Ombudsman has been established within the Department of Financial Services. The

duties of this individual include acting as an advocate for Public Agencies who may be experiencing problems in obtaining timely payment(s) from the DEPARTMENT. The Vendor Ombudsman may be contacted at (850) 413-5516.

Records of costs incurred under terms of this Agreement shall be maintained and made available upon request to the DEPARTMENT at all times during the period of this Agreement and for five (5) years after final payment is made. Copies of these documents and records shall be furnished to the DEPARTMENT upon request. Records of costs incurred include SPACE FLORIDA'S general accounting records and the Project records, together with supporting documents and records, of the contractor and all subcontractors performing work on the Project, and all other records of the contractor and subcontractors considered necessary by the DEPARTMENT for a proper audit of costs. Any discrepancies revealed by any such audit shall be resolved by a corrected final billing from SPACE FLORIDA to the DEPARTMENT.

12.00 Contacts: All notices required pursuant to the terms hereof shall be sent, unless prior written notification of an alternate address for notices is sent, to the following addresses:

DEPARTMENT

Florida Department of Transportation
Freight and Logistics Unit
Attn: Lauren Farrell, Spaceport & Aviation Projects Specialist
133 S. Semoran Blvd.
Orlando, Florida 32807
PH: (407) 482-7880
E-mail: Lauren.Farrell@dot.state.fl.us

SPACE FLORIDA

Space Florida
505 Odyssey Way, Suite 300
Exploration Park, Florida 32953
Attn: Desiree Mayfield, Contract Compliance Manager
P: (321) 730-5301 ext. 237 F: (321) 730-5307
E-mail: dmayfield@spaceflorida.gov

Spaceport Operations Director:
Steve Szabo: szabo@spaceflorida.gov

IN WITNESS WHEREOF, SPACE FLORIDA has executed this Agreement this 14th day of September, 2018, and the DEPARTMENT has executed this Agreement this 25th day of September, 2018.

SPACE FLORIDA

By: _____
Name: Denise Swanson
Title: CFO

Attest: _____
Title: Manager, Contract Compliance

(SEAL)

DEPARTMENT OF TRANSPORTATION

By: _____
Name: Loreen Bobo, P.E.
Title: Director of Transportation Development

Attest: _____
Title: Executive Secretary

Legal Review:

_____ 9.20.18
DEPARTMENT Attorney

Financial Provisions Approved by the Department's Comptroller

September 5, 2018

Authorization Received from the Comptroller's Office as to Availability of Funds:

September 18, 2018

EXHIBIT A
SCOPE OF SERVICES

SPACE FLORIDA
SLLF Electrical and Communication Improvements
FM#435321-1-94-01

I. PROJECT DESCRIPTION

Space Florida requests funding for this spaceport improvement project ("the Project"), focused on the expansion and reconfiguration of common use infrastructure to support new horizontal launch and landing operations at the Spaceport Launch and Landing Facility (SLLF), also know as the SLF. This project will improve SLLF launch capabilities and support final processing and checkout operations for aircraft and spacecraft prior to launch. Specifically, the project will provide shore power and communications/data at three locations to support horizontal launch and landing checkout and post-launch servicing operations.

II. PROJECT JUSTIFICATION

Space Florida's application for a FAA Launch Site Operator License specifically identifies locations for propellant loading and pre-launch checkout activities. Launch operators need to connect to "shore" power and communications/data at multiple locations where launch vehicles will be processed and fueled prior to takeoff. Power is provided to the carrier aircraft (similar to a conventional aircraft) and to the launch vehicle to maintain environmental controls, especially humidity and temperature. Power and data connections will also be available for payload customers' ground support equipment (GSE). While each launch operator's operations will vary, operators typically need power and communications/data infrastructure connections at the hangar and ramp (for vehicle integration), and the runway (for propellant loading). This project will help standardize electrical and communications/data utility interfaces for the future.

These improvements will enable the first horizontal space launch activity from the SLLF, which will attract multiple future users for commercial, civil and national security launch and landing operations. The objective of these improvements is to specifically support aircraft and spacecraft preparing for launch (checkout) and post-launch servicing. These capacity improvements are important for the deployment of small satellites to provide global connectivity, remote sensing, security, and nextgen space capabilities. This project supports launch operators' missions to get small satellites to orbit quickly, reliably, and affordably.

III. TASKS AND DELIVERABLES

The Project encompasses the following tasks. Project tasks include construction activities and Project Management/Construction Engineering Services within the scope of commercial space

transportation infrastructure development capabilities. The following activities will be conducted that fall within the defined scope and will qualify as reimbursable activities.

A. The following construction services may be provided:

- Installation of three-phase electrical infrastructure such as transformers, conduit, conductor, breakers, switchgear, meters, GSE receptacles, lighting, at multiple locations, handholes/manholes, and other equipment and materials.
- Installation of communications/data infrastructure such as conduit, fiber optic cable, ethernet cable, interface cabinets, handholes, and other equipment and materials.
- Refurbishment of existing electrical and communications infrastructure.
- Electrical and communications equipment, structures, and pavement restoration.
- Development or refurbishment of other infrastructure that may be required to support prelaunch staging and checkout, and post-launch servicing.

B. Tasks for the construction activities will include:

- Design and Construction of the facilities and improvements per the approved plans and specifications.
- Limited Construction Engineering ("CEI") which responsibilities include:
    - Providing qualified construction management for oversight, administration, inspection, and record keeper responsibilities.
    - Requiring Third-party participation for required quality control, inspection services as required by the Engineer of Record including materials testing, pavement densities, soil compaction, concrete sampling, threshold inspections, surveying, code compliance, etc.
    - Final inspection and the preparation of the summary report which shall include:
        - Certificate of Substantial Completion
        - Construction Cost Summary
        - Photos
        - A certification that the project was constructed in accordance with the plans and specifications as accepted by SF.

C. Payment Deliverables/Milestones for Construction:

Payment for the above listed items or tasks will be made after the following deliverables are received or milestones occur:

- Provide an initial Schedule of Values within thirty (30) days of Agreement Execution Date and provide an updated Schedule of Values with each pay request. SF will review each scheduled of values for funding eligibility.

- Each invoice submittal shall include construction summary reports for invoiced activities and document the progress and significant developments occurring during the invoice period including photographs, current project schedule, and/or other materials evidencing progress of effort.

- Payment will be made based on Periodic Pay Requests listing all work in-place with sufficient backup documentation and cost breakdown to confirm that the costs are eligible and reasonable. The Pay Requests will be reviewed by SF, who will make any required adjustments, and authorize payment.

EXHIBIT "B"

ESTIMATED BUDGET

Financial Management Number: 435321-1-94-01

I.	**PROJECT COST:**		
	SLLF Electrical and Communication Improvements Per Exhibit "A" Scope of Services		
	TOTAL PROJECT COST:		$1,000,000.00
II.	**PARTICIPATION:**		
	Maximum Federal Participation		
	FTA, FAA	(0.0%) or	$ 0.00
	Agency Participation		
	In-Kind		
	Cash		
	Other	(0.0%) or	$ 0.00
	Maximum Department Participation		
	Primary		
	DIS	(.5%) or	$5,000.00
	GMR	(99.5%) or	$995,000.00
	Federal Reimbursable (DU)(FRA)(DFTA)		
	Local Reimbursable (DL)		
	TOTAL PROJECT COST		$1,000,000.00

This project qualifies as a strategic space infrastructure investment project in accordance with Chapter 331.371 F.S. and is eligible for up to 100% funding.

EXHIBIT "C"

RESOLUTION

Financial Management Number: 435321-1-94-01

ATTACHMENT 2: SPACE FLORIDA BOARD OF DIRECTORS PACKAGE EXCERPTS, JUNE 20, 2018.

SPACE FLORIDA

Space Florida Board of Directors Meeting Agenda

June 20, 2018 1:30 p.m. – 3:30 p.m.

MISSION STATEMENT: To drive Florida economic development across the global aerospace enterprise.

Call-in Number: 866-528-2256 Guest Code: 2120278 #	**The Westshore Grand 4860 W. Kennedy Blvd., Tampa FL 33609**
Agenda Items	
Call to Order and Pledge of Allegiance	**Bill Dymond**
Roll Call	**Elizabeth Loving**
Welcome & Introductions	**Bill Dymond**
Public Comments	**Bill Dymond**
Board of Directors	
Board Committees	
Business Before the Board	
1. Approval of Minutes • DRAFT Minutes March 14, 2018 Board of Directors Meeting	**Bill Dymond**
2. Audit & Accountability Committee Reports • Interim Financials March 31, 2018	**Denise Swanson**
3. Contracts/Business Development/Projects Activities • State of Florida Department of Economic Opportunity • 2019 Florida-Israel Aerospace Research & Development Program • Space Policy Consulting and Support Contracts • Resolution to Refinance the Space Florida Research & Development Center at MIA • Project Forge • [redacted] • Project Blue Heron • Project Made In Space • FDOT FY 19 Spaceport Master Plan Amendment • FDOT 2019 Spaceport Planning and Engineering/Contractors • FDOT Space Florida Launch and Landing Facility/Rush Construction • FDOT Project Palmer/SpaceX • FDOT Common Use Infrastructure at Kennedy Space Center • FDOT LC-46/Ivey's Construction • FDOT/Blue Origin Rocket Testing & Refurbishment Complex • FDOT/Jacksonville Aviation Authority	**Frank DiBello/ Howard Haug** **Tom Wilkes**
4. Government in the Sunshine, Public Records & Ethics	
President's Report	**Frank DiBello**
Near Term – Upcoming Events: • Jun 19 National Space Council – Washington D.C. • Jun 29 SpaceX Falcon 9 • July 31 United Launch Alliance - Delta 4 Heavy – Parker Solar Probe • Aug 27 United Launch Alliance –CST-100 Starliner Orbital Flight Test • Aug (TBD) Space Florida Board Meeting – Miami, FL • Dec (TBD) Space Florida Board Meeting – Cape Canaveral, FL • INFO Recent Press Releases	**Frank DiBello**
Closing Remarks / Adjournment	**Bill Dymond**

SPACE FLORIDA

SPACE FLORIDA BOARD OF DIRECTORS

William T. Dymond, Jr., Chairman
President, CEO and Managing Partner
Lowndes, Drosdick, Doster, Kantor & Reed

Jay Beyrouti
President, Monicarla, Ltd.

Jesse Biter
President/CEO, Biter Enterprises, LLC.

Gregory Celestan
Chairman & Chief Executive Officer of Celestar

Sonya Deen
Vice President of Government Relations, JM Family Enterprises, Inc.

Mori Hosseini
Chairman & CEO, ICI Homes

Kenneth Kahn
President, LRP Publications, Inc.

Belinda Keiser
Vice Chancellor, Keiser University

John Rood
Chairman, The Vestcor Companies, Inc.

Jason Steele
Director of Government Affairs, Smith and Associates

Andrew Weatherford
Partner, Weatherford Partners

SPACE FLORIDA

SPACE FLORIDA BOARD OF DIRECTORS

AUDIT & ACCOUNTABILITY COMMITTEE

John Rood
Chairman
The Vestcor Companies, Inc.

Andrew Weatherford
Partner
Weatherford Partners

INVESTMENT COMMITTEE

Jay Beyrouti
Presiden
Monicarla, Ltd.

Mori Hosseini
Chairman/CEO
ICI Homes

GOVERNANCE & COMPENSATION COMMITTEE

Jesse Biter
President/CEO
Biter Enterprises, LLC.

Belinda Keiser
Vice Chancellor
Keiser University

MARKETING COMMITTEE

Jesse Biter
President/CEO
Biter Enterprises, LLC.

Sonya Deen
Vice President of Government Relations
JM Family Enterprises, Inc.

Jason Steele
Director of Government Affairs
Smith and Associates

4. **Resolution to Refinance the Space Florida Research & Development Center at Melbourne International Airport (MIA):** Space Florida requests approval for the refunding and retirement of the Space Florida Loan associated with the Space Florida Research & Development Center at MIA, dated October 31, 2013, to fund a reserve account and to pay costs of issuing Bonds and other approved activities identified in the Resolution.

5. **Project Forge:** Space Florida requests approval for management negotiations and to enter definitive agreements in conjunction with a bridge loan for Project Forge activities in the amount of One Million Five Hundred Thousand Dollars ($1,500,000) for a four (4) year term at a market interest rate.

6. **Project Pine:** Space Florida requests approval for management negotiations and to enter a Binding Term Sheet for project activities associated with the company's use of the Space Florida Launch and Landing Facility and other related facilities and activities for aerospace operations related to Project Pine at the Cape Canaveral Spaceport.

7. **Project Blue Heron/Conduit Financing:** Space Florida requests approval to negotiate and enter a Binding Term Sheet with Project Blue Heron. The project effort consists of a conduit debt transaction including the constructing and leasing of facilities and tangible property.

   Space Florida further requests approval to seek and secure conduit financing for Project Blue Heron activities.

8. **Project Made In Space:** Space Florida requests approval to negotiate and enter agreements in the amount of up to One Million Dollars ($1,000,000) for a convertible bridge loan with a four (4) year term at a market interest rate.

   Additionally, Space Florida requests approval for the negotiation and modification of loan agreements for an option to convert the exiting One Million Dollar ($1,000,000) bridge loan entered into on March 29, 2017 into a convertible debt instrument with a four (4) year term at a market interest rate.

9. **Florida Department of Transportation (FDOT) FY 19 Spaceport Master Plan Amendment:** Space Florida requests approval to amend the 2017 Space Florida Cape Canaveral Spaceport Master Plan to include the 2019 efforts identified as Attachment A attached to this Contracts for Approval document.

10. **FDOT 2019 Spaceport Planning and Engineering/Contractors:** Space Florida requests approval for management negotiations and related contract activities with FDOT, for 100% reimbursement, in the amount of up to Two Million Five Hundred Thousand Dollars ($2,500,000) in conjunction with FY19 Spaceport Engineering Planning and Services.

    Additionally, Space Florida requests approval for management negotiations and related contract activities with AECOM, BRPH and RS&H, and their sub-contractors, in the amount of up to Two Million Five Hundred Thousand Dollars ($2,500,000) to perform engineering and planning services on a task order basis.

11. **FDOT Space Florida Launch and Landing Facility/Rush Construction:** Space Florida requests approval for management negotiations and related contract activities with FDOT, for 100% reimbursement, for common use infrastructure improvements, including but not limited to, utility and road development, land preparation and other site development activities at the Space Florida Launch and Landing Facility. In conjunction with the project activities, Space Florida requests approval to enter agreement with FDOT in the amount of up to Thirty-Eight Million Eight Hundred Thousand Dollars ($38,800,000), for the common use infrastructure project.

    Additionally, Space Florida requests approval for Rush Construction to perform construction activities at the Space Florida Launch and Landing Facility in conjunction with the above referenced activities in the amount of up to One Million Dollars ($1,000,000).

12. **FDOT Project Palmer/SpaceX:** Space Florida requests approval to negotiate and enter agreement with FDOT in support of common use infrastructure improvements at Kennedy Space Center for SpaceX. The FDOT Agreement will provide up to fifty percent (50%) of eligible cost reimbursement in the amount of up to Six Million Five Hundred Thousand Dollars ($6,500,000) in support of Project Palmer.

    Additionally, Space Florida requests approval to negotiate and enter agreement with SpaceX regarding Project Palmer activities consisting of the reimbursement of up to fifty percent (50%) of eligible cost reimbursements up to Six Million Five Hundred Thousand Dollars ($6,500,000), to commit to investing Fifteen Million Dollars ($15,000,000) in infrastructure and to create One Hundred (100) jobs with an annual wage of Seventy-Five Thousand Dollars ($75,000), plus benefits.

13. **FDOT Common Use Infrastructure at Kennedy Space Center**: Space Florida requests approval to enter agreement with FDOT, for 100% reimbursement, in the amount of up to Eight Million Dollars ($8,000,000), for common use infrastructure associated with roads, utilities and infrastructure improvements in support of Project Palmer activities at Kennedy Space Center.

EXHIBIT "D"

STATE FINANCIAL ASSISTANCE (FLORIDA SINGLE AUDIT ACT)

THE STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

SUBJECT TO SECTION 215.97, FLORIDA STATUTES:

Awarding Agency: Florida Department of Transportation
State Project Title: SPACE FLORIDA – SPACEPORT IMPROVEMENT PROGRAM
CSFA Number: 55.037
***Award Amount:** $1,000,000.00

*The state award amount may change with supplemental agreements

Specific project information for CSFA Number 55.037 is provided at: https://apps.fldfs.com/fsaa/searchCatalog.aspx

COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT:

State Project Compliance Requirements for CSFA Number 55.037 are provided at: https://apps.fldfs.com/fsaa/searchCompliance.aspx

The State Projects Compliance Supplement is provided at: https://apps.fldfs.com/fsaa/compliance.aspx

To: holly.lopenski@dot.state.fl.us

FLORIDA DEPARTMENT OF TRANSPORTATION
FUNDS APPROVAL

G1012

9/18/2018

CONTRACT INFORMATION

Contract:	G1012
Contract Type:	GD - GRANT DISBURSEMENT (GRANT)
Method of Procurement:	G - GOVERMENTAL AGENCY (287.057,F.S.)
Vendor Name:	SPACE FLORIDA
Vendor ID:	F161767788001
Beginning Date of This Agreement:	09/21/2018
Ending Date of This Agreement:	10/01/2019
Contract Total/Budgetary Ceiling:	ct = $1,000,000.00
Description:	SLLF Electrical and Communication Improvements for the Shuttle Landing Facility

FUNDS APPROVAL INFORMATION

FUNDS APPROVED/REVIEWED FOR ROBIN M. NAITOVE, CPA, COMPTROLLER ON 9/18/2018

Action:	Original
Reviewed or Approved:	APPROVED
Organization Code:	55052000531
Expansion Option:	A8
Object Code:	751000
Amount:	$1,000,000.00
Financial Project:	43532119401
Work Activity (FCT):	215
CFDA:	
Fiscal Year:	2019
Budget Entity:	55100100
Category/Category Year:	088719/19
Amendment ID:	O001
Sequence:	00
User Assigned ID:	
Enc Line (6s)/Status:	0001/04

Total Amount: $1,000,000.00

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

FINANCIAL ASSISTANCE GRANT AGREEMENT
SUPPLEMENTAL AMENDMENT NUMBER 1

EXECUTION DATE: April 9, 2019

FM # 435321-1-94-01 **Agency: Space Florida** **Agency DUNS No.: 78-500-7118** **Contract No. G1012**	**Fund: DPTO/GMR Activity: 215** **CSFA No.: 55.037** **DUNS No.: 80-939-7102** **CSFA Title: Space Florida - Spaceport Improvement Program** **Supplemental Amendment Amount: $0.00** **Revised Contract Amount: $1,000,000.00**	**FLAIR Approp: 088719** **FLAIR Obj.: 751000** **Org. Code: 55052000531** **Vendor No.: F161 767 788 001**

THIS AGREEMENT, made and entered into this 9 day of April, 2019 by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, an agency of the State of Florida (hereinafter referred to as the "DEPARTMENT"), and SPACE FLORIDA, an independent special district, a body politic and corporate and a subdivision of the state, organized and operating pursuant to Part II of Chapter 331, Florida Statutes (hereinafter referred to as "SPACE FLORIDA").

WITNESSETH:

WHEREAS, the DEPARTMENT and SPACE FLORIDA heretofore on the 25th day of September, 2018, entered into a Financial Assistance Grant Agreement; and

WHEREAS, SPACE FLORIDA desires to accomplish certain project items as outlined in the Exhibit "A"; and

WHEREAS, the DEPARTMENT desires to participate in all eligible items for this project as outlined in Exhibit "A" for a total DEPARTMENT share of **$1,000,000.00 (One Million Dollars and No/100)**; and

WHEREAS, The DEPARTMENT desires to update the original Financial Assistance Grant Agreement dated September 25, 2018 to reflect current language and requirements.

NOW, THEREFORE THIS INDENTURE WITHESSETH: that for and in consideration of the mutual benefits to flow from each to the other, the parties hereto agree that the above described Financial Assistance Grant Agreement is to be amended and supplemented as follows:

1.00 Amended Paragraph: Paragraph 7.00 of said Agreement is deleted in its entirety and replaced with the following:

> **7.00 Third Party Agreements**: The DEPARTMENT specifically reserves the right to review and approve any third party contracts with the respect to the Project before SPACE FLORIDA executes or obligates itself in any manner requiring the disbursement of DEPARTMENT funds, including consultant, purchase of commodities contracts or amendments thereto. If the DEPARTMENT chooses to review and approve third party contracts for this Project and SPACE FLORIDA fails to obtain such approval, that shall be sufficient cause for nonpayment by the DEPARTMENT. The DEPARTMENT reserves unto itself the right to review the qualifications of any subcontractor and/or third party provider and to approve or disapprove the employment of the same. Provided however, that once notice is given by SPACE FLORIDA of a contract third party to the DEPARTMENT, the DEPARTMENT shall have thirty (30) calendar days to register objections to the subcontract and/or third party, specifically specifying the nature of the objection and what action would make the subcontractor and/or third party provider and the terms of the subcontract and the third party provider contract acceptable to the DEPARTMENT. If the DEPARTMENT does not give notice to SPACE FLORIDA objecting to the subcontract and/or third party provider or does not give notice of objection to the terms of the subcontract or third party provider contract, specifically specifying the nature of the objection, and what action would make the subcontractor and/or third party provider or the contracts acceptable to the DEPARTMENT within said thirty (30) calendar day period, the subcontractor and/or third party provider and the contracts shall be deemed acceptable for payments to be made by or to SPACE FLORIDA with regard to the aforesaid contract.

2.00 Amended Exhibits: Exhibits "A" and "B" of said Agreement is amended and appended hereto.

Except as hereby modified, amended or changed, all other terms and conditions of said Agreement dated September 25, 2018 and any subsequent amendments thereto shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed, the day and year first above written.

SPACE FLORIDA

By: _____

Name: Denise Swanson

Title: CFO

Date: 04/04/2019

Attest: _____

Title: Contracts Manager
Executive Secretary

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

By: _____

Name: Loreen Bobo, P.E.

Title: Director of Transportation Development

Date: 4/9/19

Attest: _____

Legal Review: _____
DEPARTMENT Attorney

Financial Provisions Approved by the Department's Comptroller

September 5, 2018

Authorization Received from the Comptroller's Office as the Availability of Funds

N/A

EXHIBIT A
SCOPE OF SERVICES

SPACE FLORIDA
SLLF Electrical and Communication Improvements
FM#435321-1-94-01

I. PROJECT DESCRIPTION

Space Florida requests funding for this spaceport improvement project ("the Project"), focused on the expansion and reconfiguration of common use infrastructure to support new horizontal launch and landing operations at the Spaceport Launch and Landing Facility (SLLF), also know as the SLF. This project will improve SLLF launch capabilities and support final processing and checkout operations for aircraft and spacecraft prior to launch. Specifically, the project will provide shore power and communications/data at three locations to support horizontal launch and landing checkout and post-launch servicing operations.

II. PROJECT JUSTIFICATION

Space Florida's application for a FAA Launch Site Operator License specifically identifies locations for propellant loading and pre-launch checkout activities. Launch operators need to connect to "shore" power and communications/data at multiple locations where launch vehicles will be processed and fueled prior to takeoff. Power is provided to the carrier aircraft (similar to a conventional aircraft) and to the launch vehicle to maintain environmental controls, especially humidity and temperature. Power and data connections will also be available for payload customers' ground support equipment (GSE). While each launch operator's operations will vary, operators typically need power and communications/data infrastructure connections at the hangar and ramp (for vehicle integration), and the runway (for propellant loading). This project will help standardize electrical and communications/data utility interfaces for the future.

These improvements will enable the first horizontal space launch activity from the SLLF, which will attract multiple future users for commercial, civil and national security launch and landing operations. The objective of these improvements is to specifically support aircraft and spacecraft preparing for launch (checkout) and post-launch servicing. These capacity improvements are important for the deployment of small satellites to provide global connectivity, remote sensing, security, and nextgen space capabilities. This project supports launch operators' missions to get small satellites to orbit quickly, reliably, and affordably.

III. TASKS AND DELIVERABLES

The Project encompasses the following tasks. Project tasks include construction activities and Project Management/Construction Engineering Services within the scope of commercial space transportation infrastructure development capabilities. The following activities will be conducted that fall within the defined scope and will qualify as reimbursable activities.

A. The following construction services may be provided:

- Installation of three-phase electrical infrastructure such as transformers, conduit, conductor, breakers, switchgear, meters, GSE receptacles, lighting, at multiple locations, handholes/manholes, and other equipment and materials.
- Installation of communications/data infrastructure such as conduit, fiber optic cable, ethernet cable, interface cabinets, handholes, and other equipment and materials.
- Refurbishment of existing electrical and communications infrastructure.
- Electrical and communications equipment, structures, and pavement restoration.
- Development or refurbishment of other infrastructure that may be required to support prelaunch staging and checkout, and post-launch servicing.

B. Tasks for the construction activities will include:

- Design and Construction of the facilities and improvements per the approved plans and specifications.
- Limited Construction Engineering ("CEI") which responsibilities include:
    - Providing qualified construction management for oversight, administration, inspection, and record keeper responsibilities.
    - Requiring Third-party participation for required quality control, inspection services as required by the Engineer of Record including materials testing, pavement densities, soil compaction, concrete sampling, threshold inspections, surveying, code compliance, etc.
    - Final inspection and the preparation of the summary report which shall include:
        - Certificate of Substantial Completion
        - Construction Cost Summary
        - Photos
        - A certification that the project was constructed in accordance with the plans and specifications as accepted by SF.

C. Payment Deliverables/Milestones for Construction:

Payment for the above listed items or tasks will be made after the following deliverables are received or milestones occur:

- Provide an initial Schedule of Values within thirty (30) days of Agreement Execution Date and provide an updated Schedule of Values with each pay request. SF will review each scheduled of values for funding eligibility.

• Each invoice submittal shall include construction summary reports for invoiced activities and document the progress and significant developments occurring during the invoice period including photographs, current project schedule, and/or other materials evidencing progress of effort.

• Payment will be made based on Periodic Pay Requests listing all work in-place with sufficient backup documentation and cost breakdown to confirm that the costs are eligible and reasonable. The Pay Requests will be reviewed by SF, who will make any required adjustments, and authorize payment.

• Submittal of Quarterly Activity Report and verification of Quarterly Site Visits

• Verification of Final Inspection and submittal of a final report, which shall include:
- Photographs and a brief summary for project elements
- Certificate of Substantial Completion
- Certification that the project was construction in accordance with the plans and specifications as accepted by Space Florida

EXHIBIT "B"

ESTIMATED BUDGET

Financial Management Number: 435321-1-94-01

I.	**PROJECT COST:**			
	SLLF Electrical and Communication Improvements Per Exhibit "A" Scope of Services			
	TOTAL PROJECT COST:			$1,000,000.00
II.	**PARTICIPATION:**			
	Maximum Federal Participation			
	FTA, FAA	(0.0%)	or	$ 0.00
	Agency Participation			
	In-Kind			
	Cash			
	Other	(0.0%)	or	$ 0.00
	Maximum Department Participation			
	Primary			
	DPTO	(.5%)	or	$5,000.00
	GMR	(99.5%)	or	$995,000.00
	Federal Reimbursable (DU)(FRA)(DFTA)			
	Local Reimbursable (DL)			
	TOTAL PROJECT COST			$1,000,000.00

This project qualifies as a strategic space infrastructure investment project in accordance with Chapter 331.371 F.S. and is eligible for up to 100% funding.

ATTACHMENT 2: SPACE FLORIDA BOARD OF DIRECTORS PACKAGE EXCERPTS, JUNE 20, 2018.

SPACE FLORIDA

Space Florida Board of Directors Meeting Agenda

June 20, 2018 1:30 p.m. – 3:30 p.m.

MISSION STATEMENT: To drive Florida economic development across the global aerospace enterprise.

Call-in Number: 866-528-2256 **Guest Code: 2120278 #**	**The Westshore Grand** **4860 W. Kennedy Blvd., Tampa FL 33609**
Agenda Items	
Call to Order and Pledge of Allegiance	**Bill Dymond**
Roll Call	**Elizabeth Loving**
Welcome & Introductions	**Bill Dymond**
Public Comments	**Bill Dymond**
Board of Directors	
Board Committees	
Business Before the Board	
1. Approval of Minutes • DRAFT Minutes March 14, 2018 Board of Directors Meeting	**Bill Dymond**
2. Audit & Accountability Committee Reports • Interim Financials March 31, 2018	**Denise Swanson**
3. Contracts/Business Development/Projects Activities • State of Florida Department of Economic Opportunity • 2019 Florida-Israel Aerospace Research & Development Program • Space Policy Consulting and Support Contracts • Resolution to Refinance the Space Florida Research & Development Center at MIA • Project Forge • [redacted] • Project Blue Heron • Project Made In Space • FDOT FY 19 Spaceport Master Plan Amendment • FDOT 2019 Spaceport Planning and Engineering/Contractors • FDOT Space Florida Launch and Landing Facility/Rush Construction • FDOT Project Palmer/SpaceX • FDOT Common Use Infrastructure at Kennedy Space Center • FDOT LC-46/Ivey's Construction • FDOT/Blue Origin Rocket Testing & Refurbishment Complex • FDOT/Jacksonville Aviation Authority	**Frank DiBello/ Howard Haug**
4. Government in the Sunshine, Public Records & Ethics	**Tom Wilkes**
President's Report	**Frank DiBello**
Near Term – Upcoming Events: • Jun 19 National Space Council – Washington D.C. • Jun 29 SpaceX Falcon 9 • July 31 United Launch Alliance - Delta 4 Heavy – Parker Solar Probe • Aug 27 United Launch Alliance –CST-100 Starliner Orbital Flight Test • Aug (TBD) Space Florida Board Meeting – Miami, FL • Dec (TBD) Space Florida Board Meeting – Cape Canaveral, FL • INFO Recent Press Releases	**Frank DiBello**
Closing Remarks / Adjournment	**Bill Dymond**

SPACE FLORIDA

SPACE FLORIDA BOARD OF DIRECTORS

William T. Dymond, Jr., Chairman
President, CEO and Managing Partner
Lowndes, Drosdick, Doster, Kantor & Reed

Jay Beyrouti
President, Monicarla, Ltd.

Jesse Biter
President/CEO, Biter Enterprises, LLC.

Gregory Celestan
Chairman & Chief Executive Officer of Celestar

Sonya Deen
Vice President of Government Relations, JM Family Enterprises, Inc.

Mori Hosseini
Chairman & CEO, ICI Homes

Kenneth Kahn
President, LRP Publications, Inc.

Belinda Keiser
Vice Chancellor, Keiser University

John Rood
Chairman, The Vestcor Companies, Inc.

Jason Steele
Director of Government Affairs, Smith and Associates

Andrew Weatherford
Partner, Weatherford Partners

SPACE FLORIDA

SPACE FLORIDA BOARD OF DIRECTORS

AUDIT & ACCOUNTABILITY COMMITTEE

John Rood
Chairman
The Vestcor Companies, Inc.

Andrew Weatherford
Partner
Weatherford Partners

INVESTMENT COMMITTEE

Jay Beyrouti
Presiden
Monicarla, Ltd.

Mori Hosseini
Chairman/CEO
ICI Homes

GOVERNANCE & COMPENSATION COMMITTEE

Jesse Biter
President/CEO
Biter Enterprises, LLC.

Belinda Keiser
Vice Chancellor
Keiser University

MARKETING COMMITTEE

Jesse Biter
President/CEO
Biter Enterprises, LLC.

Sonya Deen
Vice President of Government Relations
JM Family Enterprises, Inc.

Jason Steele
Director of Government Affairs
Smith and Associates

4. **Resolution to Refinance the Space Florida Research & Development Center at Melbourne International Airport (MIA):** Space Florida requests approval for the refunding and retirement of the Space Florida Loan associated with the Space Florida Research & Development Center at MIA, dated October 31, 2013, to fund a reserve account and to pay costs of issuing Bonds and other approved activities identified in the Resolution.

5. **Project Forge:** Space Florida requests approval for management negotiations and to enter definitive agreements in conjunction with a bridge loan for Project Forge activities in the amount of One Million Five Hundred Thousand Dollars ($1,500,000) for a four (4) year term at a market interest rate.

6. Project Pine: Space Florida requests approval for management negotiations and to enter a Binding Term Sheet for project activities associated with the company's use of the Space Florida Launch and Landing Facility and other related facilities and activities for aerospace operations related to Project Pine at the Cape Canaveral Spaceport.

7. **Project Blue Heron/Conduit Financing:** Space Florida requests approval to negotiate and enter a Binding Term Sheet with Project Blue Heron. The project effort consists of a conduit debt transaction including the constructing and leasing of facilities and tangible property.

   Space Florida further requests approval to seek and secure conduit financing for Project Blue Heron activities.

8. **Project Made In Space:** Space Florida requests approval to negotiate and enter agreements in the amount of up to One Million Dollars ($1,000,000) for a convertible bridge loan with a four (4) year term at a market interest rate.

   Additionally, Space Florida requests approval for the negotiation and modification of loan agreements for an option to convert the exiting One Million Dollar ($1,000,000) bridge loan entered into on March 29, 2017 into a convertible debt instrument with a four (4) year term at a market interest rate.

9. **Florida Department of Transportation (FDOT) FY 19 Spaceport Master Plan Amendment:** Space Florida requests approval to amend the 2017 Space Florida Cape Canaveral Spaceport Master Plan to include the 2019 efforts identified as Attachment A attached to this Contracts for Approval document.

10. **FDOT 2019 Spaceport Planning and Engineering/Contractors:** Space Florida requests approval for management negotiations and related contract activities with FDOT, for 100% reimbursement, in the amount of up to Two Million Five Hundred Thousand Dollars ($2,500,000) in conjunction with FY19 Spaceport Engineering Planning and Services.

    Additionally, Space Florida requests approval for management negotiations and related contract activities with AECOM, BRPH and RS&H, and their sub-contractors, in the amount of up to Two Million Five Hundred Thousand Dollars ($2,500,000) to perform engineering and planning services on a task order basis.

11. **FDOT Space Florida Launch and Landing Facility/Rush Construction:** Space Florida requests approval for management negotiations and related contract activities with FDOT, for 100% reimbursement, for common use infrastructure improvements, including but not limited to, utility and road development, land preparation and other site development activities at the Space Florida Launch and Landing Facility. In conjunction with the project activities, Space Florida requests approval to enter agreement with FDOT in the amount of up to Thirty-Eight Million Eight Hundred Thousand Dollars ($38,800,000), for the common use infrastructure project.

    Additionally, Space Florida requests approval for Rush Construction to perform construction activities at the Space Florida Launch and Landing Facility in conjunction with the above referenced activities in the amount of up to One Million Dollars ($1,000,000).

12. **FDOT Project Palmer/SpaceX:** Space Florida requests approval to negotiate and enter agreement with FDOT in support of common use infrastructure improvements at Kennedy Space Center for SpaceX. The FDOT Agreement will provide up to fifty percent (50%) of eligible cost reimbursement in the amount of up to Six Million Five Hundred Thousand Dollars ($6,500,000) in support of Project Palmer.

    Additionally, Space Florida requests approval to negotiate and enter agreement with SpaceX regarding Project Palmer activities consisting of the reimbursement of up to fifty percent (50%) of eligible cost reimbursements up to Six Million Five Hundred Thousand Dollars ($6,500,000), to commit to investing Fifteen Million Dollars ($15,000,000) in infrastructure and to create One Hundred (100) jobs with an annual wage of Seventy-Five Thousand Dollars ($75,000), plus benefits.

13. **FDOT Common Use Infrastructure at Kennedy Space Center**: Space Florida requests approval to enter agreement with FDOT, for 100% reimbursement, in the amount of up to Eight Million Dollars ($8,000,000), for common use infrastructure associated with roads, utilities and infrastructure improvements in support of Project Palmer activities at Kennedy Space Center.

RESOLUTION

of the

Space Florida Board of Directors

pertaining to

Authority to Enter Contracts

June 29, 2012

Whereas, the legislature intends for Space Florida to enable the state to emerge as a leader in the nation's new vision for space exploration and commercial aerospace opportunities, including the integration of space, aeronautics, and aviation technologies.

Whereas, section 331.310 of the Florida Statutes sets forth the powers and duties of the Space Florida Board of Directors and provides that the Board may adopt rules and orders to conduct the business of Space Florida.

Whereas, in order to continue to effectively and efficiently operate Space Florida and to carry out its mission and purpose, the Board has determined it is necessary to amend certain Resolutions previously adopted by the Board and to adopt new rules regarding the authority to enter into contracts on behalf of Space Florida.

Whereas, to ensure the effective and efficient operation and administration of Space Florida and its activities, mission, and purpose, the Board of Directors of Space Florida now intends to exercise its powers granted to it under section 331.310 of the Florida Statutes providing the President, Treasurer and Chief Financial Officer the authority and the ability to enter into certain contracts.

Now, therefore, be it resolved by the Board of Directors of Space Florida:

1. **Authority to enter into contracts.** The Resolution adopted by the Board on March 14, 2007, and the portion of the Resolution adopted by the Board on October 20, 2006, (attached hereto) regarding the execution of contracts is hereby repealed and the Board hereby authorizes the President, Treasurer or Chief Financial Officer of Space Florida to execute and deliver contracts (whether styled as contracts, agreements, interlocal agreements, memoranda of understanding, or otherwise) that are approved from time-to-time by the Board of Directors. Further, the President, Treasurer and Chief Financial Officer of Space Florida are hereby authorized to execute any such contracts (whether styled as contracts, agreements, interlocal agreements, memoranda of understanding, or otherwise) on behalf of Space Florida that obligates Space Florida to a total value of $100,000.00 or less without action or approval by the Board.

2. **Action previously taken.** Any action as may have been taken or caused to be taken by the President or the Treasurer of Space Florida prior to the date of this Resolution, which action was in connection with this Resolution, is herby ratified, confirmed, and approved in all respects.

3. **Repeal of Resolutions in Conflict.** All other portions of Resolutions previously adopted by the Board and which are not specifically mentioned herein and which are in conflict with the provisions of this Resolution are hereby repealed.

Resolved this 29th day of June, 2012.

SPACE FLORIDA
By: President

By: _____
Frank A. DiBello

SPACE FLORIDA
By: Its Board of Directors

By: _____
Chairman, Board of Directors

RESOLUTION

***of the* Space Florida**
Board of Directors
pertaining to its
Execution of Contracts

WHEREAS, Space Florida is an independent special district, a body politic and corporate subdivision of the State of Florida created by Chapter 2006-60, Laws of Florida, for the purpose of strengthening the state's leadership in civil, commercial, and military aerospace activity; and

WHEREAS, the legislature of the State of Florida intends Space Florida to be the single point of contact for state aerospace-related activities with federal agencies, the military, state agencies, businesses, and the private sector; and

WHEREAS, Space Florida is intended by the legislature to enable the state to emerge as a leader in the nation's new vision for space exploration and commercial aerospace opportunities, including the integration of space, aeronautics, and aviation technologies; and

WHEREAS, to ensure the effective and efficient operation and administration of Space Florida and its activities and purposes, the Board of Directors of Space Florida (the "Board") intends now to exercise powers granted to it under Section 331.310, Florida Statutes, by delegating authority to execute contracts on behalf of the Board and Space Florida.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF SPACE FLORIDA:

1. **Execution of Contracts.** Pursuant to Section 331.310, Florida Statutes, and the Resolution adopted by the Board on October 20, 2006, the Board hereby authorizes the President of Space Florida to execute and deliver contracts (whether styled as contracts, agreements, interlocal agreements, memoranda of understanding, or otherwise) that are approved from time to time by the Board; provided, however, notwithstanding the foregoing, the President of Space Florida, or in the absence of the President, the Chief Financial Officer, if specifically directed by the President, is hereby authorized to execute any such contracts on behalf of Space Florida that obligates Space Florida to a total value of $100,000.00 or less without further action or approval of the Board, and the President of Space Florida shall advise the Board at the next regularly scheduled meeting of the Board of any such contracts so executed. Furthermore, in addition to the foregoing, when expressly authorized by the Board, the President may negotiate, enter into, execute, and deliver contracts on behalf of Space Florida, but only to the extent such authority has been expressly delegated and subject fully to such parameters, restrictions, limitations, and conditions as the Board may impose.

RESOLVED this 14th day of March, 2007.

SPACE FLORIDA

By: Its Board of Directors

By: _____ Title: VICE-CHAIRMAN
Chair

ATTEST:

By: _____

RESOLUTION

of the

Space Florida
Board of Directors
pertaining to its
Fiscal Policy and Administrative Matters

WHEREAS, Space Florida is an independent special district, a body politic and corporate, and a subdivision of the State of Florida created by Chapter 2006-60, Laws of Florida, for the purpose of strengthening the state's leadership in civil, commercial, and military aerospace activity; and

WHEREAS, the legislature of the State of Florida intends Space Florida to be the single point of contact for state aerospace-related activities with federal agencies, the military, state agencies, businesses, and the private sector; and

WHEREAS, Space Florida is intended by the legislature to enable the state to emerge as a leader in the nation's new vision for space exploration and commercial aerospace opportunities, including the integration of space, aeronautics, and aviation technologies; and

WHEREAS, Space Florida is the successor organization to the Florida Space Authority, the Florida Space Research Institute, and the Florida Aerospace Finance Corporation; and

WHEREAS, in transitioning to being successor to those three previously-existing state agencies, Space Florida has received and undertaken all records, property, obligations, and unexpended balances of appropriations, allocations, and other funds of those now-dissolved entities; and

WHEREAS, to ensure the effective and efficient operation and administration of Space Florida and its activities and purposes, the Board of Directors of Space Florida intends now to exercise powers granted to it under Sections 331.308, 331.309, and 331.310 of Florida Statutes (as amended by Sections 8, 9, and 10 of Ch. 2006-60, Laws of Florida) by designating a treasurer, delegating authority to execute contracts on behalf of the Board of Directors and Space Florida, and approving certain fiscal policies.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF SPACE FLORIDA:

1. **Designation of Treasurer.** Pursuant to Section 331.309 of Florida Statutes, the Board of Directors designates the Space Florida employee serving as Chief Financial Officer to be the treasurer of Space Florida and to exercise the authority and fulfill the duties of the treasurer as delegated and assigned from time to time by this Board and by the laws of the State of Florida. When the position is vacant from time to time, the President of Space Florida shall be the interim treasurer.

2. **Execution of Contracts.** Pursuant to Section 331.310 of Florida Statutes, the Board of Directors authorizes the President of Space Florida to execute and deliver contracts (whether styled as contracts, agreements, interlocal agreements, memoranda of understanding, or otherwise) that are approved from time to time by the Board of Directors. Furthermore, when expressly authorized by the Board, the President may negotiate, enter into, execute, and deliver contracts on behalf of Space Florida, but only to the extent such authority has been expressly delegated and subject fully to such parameters, restrictions, limitations, and conditions as the Board may impose.

3. **Approval of Space Florida Fiscal Policies.** Pursuant to Section 331.310 of Florida Statutes, the Board of Directors approves the "Space Florida Travel and Finance Policies" attached to this resolution as Exhibit A. Articles III and IV of the Policies, pertaining to travel and expense procedures and to state travel contracts, respectively, are approved by the Board for adoption effective only if and when approved by the Chief Financial Officer of the State of Florida, as required by Subsection 331.3101(2) of Florida Statutes.

RESOLVED **this 20th day of October, 2006.**

SPACE FLORIDA

By: Its Board of Directors

By: _____ 10/20/2006
J. K. WIENDL
Joseph A. Wiendl, CFA, Vice Chair

ATTEST:

By: _____

Title: President

DocuSign Envelope ID: DF87F3E8-6AAC-4B4B-8267-99EDCC706CDA

FDOT

Florida Department of Transportation

RON DESANTIS
GOVERNOR

719 S. Woodland Boulevard
DeLand, Florida 32720-6834

KEVIN J. THIBAULT, P.E.
SECRETARY

DATE: July 26, 2019

TO: Ms. Desiree Mayfield

FROM: District 5 Aviation, Seaports and Spaceports

SUBJECT: **EXPIRATION OF AGREEMENT**
Space Florida
Financial Management (FM) Number: 435321-1-94-01
Contract Number: G1012
Description: SLLF Electrical and Communication Improvements

The subject grant Agreement, and any Supplements or Amendments thereto, between the Florida Department of Transportation and the Space Florida dated September 25, 2018, will expire on **October 1, 2019**. All work under this contract must be completed prior to the expiration date. Work performed after this date will not be eligible for reimbursement. If it is anticipated that work on this project will extend past this date, a time extension may be requested. **Please complete, sign, date and return this form indicating your response below**. If a time extension is being requested, it **must** be received at least 30 days prior to the expiration date in order for timely execution. **A request for time extension must include the extension date, reasons for the extension as well as a schedule for completion of the project.**

☐ I acknowledge receipt of the expiration of this Agreement. A time extension will not be requested.

☑ It is requested that the Agreement for the subject project be extended until (~~June 1~~, October 1, 2020) for the reason(s) stated in the attached letter. I have attached an updated schedule.

AGENCY:

Space Florida

By: Denise Swanson
(Print Name)

(Signature) (Date)

CFO & VP Administration
(Title)

APPROVED:

The Department approves a time extension for the subject project to June 1, 2021

By: DocuSigned by: Lorem Robo
(Name)
1EBD7ED7E5924D5...

Director of Transportation Development
(Title)

9/9/2019 | 8:24 AM EDT
(Date)

DocuSigned by:
Daniel McDermott
Legal Review
585E81E26BBA45C...

DocuSign Envelope ID: DF87F3E8-6AAC-4B4B-8267-99EDCC706CDA

SPACE FLORIDA

July 29, 2019

Lauren Farrell
Spaceports & Aviation Specialist
Email: Farrell, Lauren Lauren.Farrell@dot.state.fl.us

Allison McCuddy
Aviation and Port Programs
Email: McCuddy, Allison Allison.McCuddy@dot.state.fl.us

James Wikstrom
Freight and Logistics Manager, District 5
Email: Wikstrom, James James.Wilkstrom@dot.state.fl.us

TRANSMITTED VIA EMAIL

RE: Financial Management Number: 435321-1-94-01; Contract # G1012 Extension of Term

Dear Lauren,

Space Florida request extension of the above referenced efforts between Space Florida and FDOT in conjunction with SLLF Electrical and Communication Improvements with a requested term extension through October 1, 2020.

This extension is needed to accommodate delays caused by project definition/design and acquisition challenges. With the acquisition effort underway to begin work on an associated project, Spaceport Launch and Landing Facility East Area Development, Space Florida intends to begin work on this project by September 2019. With a projected 6-month execution timeline, the project is targeted for completion no later than early summer 2020.

Please feel free to contact Mr. Gerard Nesel at 321-730-5301 X118 or gnesel@spaceflorida.gov should you have any questions, concerns or areas that may need further discussed.

Sincerely,

Mark Bontrager
Vice President, Spaceport Operations,
Space Florida

cc: Gerard Nesel, Steve Szabo, Jamie Bonjawo, Desire Mayfield

FM # 436863-1-94-04 Agency: Space Florida Agency DUNS No.: 78-500-7118 Contract No: G1379	Fund: GMR Activity: 215 CSFA No.: 55.037 CSFA Title: Space Florida – Spaceport Improvement Program DUNS No.: 80-939-7102 Contract Amount: $37,800,000.00	FLAIR Approp: 088719 FLAIR Obj.: 751000 Org. Code: 55052000531 Vendor No.: F161 767 788 001

FINANCIAL ASSISTANCE GRANT AGREEMENT
BETWEEN
FLORIDA DEPARTMENT OF TRANSPORTATION
AND
SPACE FLORIDA

THIS AGREEMENT, made and entered into this 20th day of November, 2018, by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, an Agency of the State of Florida (hereinafter referred to as the "DEPARTMENT"), and SPACE FLORIDA an independent special district, a body politic and corporate and a subdivision of the state, organized and operating pursuant to Part II of Chapter 331, Florida Statutes (hereinafter referred to as "SPACE FLORIDA").

WITNESSETH:

WHEREAS, SPACE FLORIDA and the DEPARTMENT have been granted specific legislative authority to enter into this Agreement pursuant to Section 331.360(2), Florida Statutes; and

WHEREAS, SPACE FLORIDA, by Resolution/Minutes, a copy of which is attached hereto as Exhibit "C" and made a part hereof, has authorized its officers to execute this Agreement on its behalf;

WHEREAS, the Project is contained in the adopted Five Year Work Program of the DEPARTMENT; and

WHEREAS, the parties mutually agree that it is in their joint best interest to facilitate the Aerospace Transportation Project known as the **"Spaceport Launch & Landing Facility East Area Development"** in Fiscal Year 2018/2019, said Project being known as FM # 436863-1-94-04 and more specifically described in Exhibit "A" and hereinafter referred to as the "Project"; and

NOW, THEREFORE, in consideration of the mutual covenants, premises and representations herein, the parties agree as follows:

1.00 Purpose of Agreement: The purpose of this Agreement is to provide

Departmental financial assistance to SPACE FLORIDA to accomplish the Project and to state the terms and conditions upon which such financial assistance will be provided and the understandings as to the manner in which the Project will be undertaken and completed.

2.00 Accomplishment of the Project:

2.01 General Requirements: SPACE FLORIDA shall ensure that the Project (as described in Exhibit "A" attached hereto and by this reference is made a part hereof) commences and is completed with all practicable dispatch, in a sound, economical and efficient manner, and in accordance with the provisions hereof, and all practicable laws.

An employee of SPACE FLORIDA or designee, qualified to ensure that the work being pursued is complete, accurate, and consistent with the terms, conditions, and specifications of this Agreement shall be in charge of this Project.

2.02 Beginning Date and Expiration of Agreement: The term of this Agreement shall begin upon the date the last party executes same (Effective Date) and shall be considered the start date of the Project. SPACE FLORIDA agrees that the Project shall be completed on or before **February 1, 2021**. If the Project is not complete within this time period, this Agreement will expire on the day of scheduled completion as provided in this paragraph unless an extension of the time period is requested by SPACE FLORIDA and granted in writing by the DEPARTMENT prior to the expiration of the Agreement. Expiration of this Agreement will be considered termination of the Project. The costs of any work performed after the expiration date of this Agreement will not be reimbursed by the DEPARTMENT.

2.03 Pursuant to Federal, State and Local Laws: In the event that any election, referendum, approval, permit, notice, or other proceeding or authorization is requisite under applicable law to enable SPACE FLORIDA to enter into this Agreement or to undertake the Project hereunder, or to observe, assume or carry out any of the provisions of the Agreement, SPACE FLORIDA shall initiate and consummate, as required by law, all actions necessary with respect to any such matters so requisite.

2.04 Agency Funds: SPACE FLORIDA shall initiate and prosecute to completion all proceedings necessary, including Federal-aid requirements, to enable SPACE FLORIDA to provide the necessary services for completion of the Project.

2.05 Activity Reports: SPACE FLORIDA shall provide an activity report to the DEPARTMENT on a quarterly basis. The activity report will include details of the progress of the Project towards completion.

2.06 Submission of Proceedings, Contracts and Other Documents: SPACE FLORIDA shall ensure that such data, reports, records, contracts and other documents relating to the Project are submitted to the DEPARTMENT as the DEPARTMENT may reasonably require.

3.00 Project Cost: The total estimated cost of the Project is **$37,800,000.00 (Thirty-Seven Million, Eight Hundred Thousand and No/100)**. This amount is based upon the Project budget as specified in Exhibit "B" attached hereto and by this reference made a part hereof.

3.01 Department Participation:

(a) The DEPARTMENT agrees to pay SPACE FLORIDA 100 percent of the eligible costs incurred up to **$37,800,000.00 (Thirty-Seven Million, Eight Hundred Thousand and No/100)** for services described in Exhibit "A", Scope of Services. The Method of Compensation is included as Exhibit "B". SPACE FLORIDA agrees to bear all expenses in excess of Department participation and any deficits involved. Administrative costs, travel and operational costs will not be reimbursed.

3.02 Cost Incurred for the Project: SPACE FLORIDA shall charge to the Project account all eligible costs of the Project. Cost in excess of the approved funding or attributable to actions which have not received the required approval of the DEPARTMENT shall not be considered eligible costs.

3.03 Requisitions and Payments:

Alternative Pay Option: The DEPARTMENT will pay to SPACE FLORIDA, after receipt of a detailed invoice, an amount equal to 100 percent of the invoice received by SPACE FLORIDA and from SPACE FLORIDA'S contractor(s) or consultant(s).

(a) The invoiced amount to the DEPARTMENT cannot exceed the actual costs incurred by SPACE FLORIDA and from SPACE FLORIDA'S contractor(s) or consultant(s).

(b) All of SPACE FLORIDA's invoiced costs must have been incurred prior to the date of the invoice.

(c) All invoices submitted to the DEPARTMENT must provide complete documentation, including a copy of the contractor(s) or consultant(s) invoice(s), to substantiate the cost on the invoice.

(d) SPACE FLORIDA must certify on each invoice that the costs from the contractor(s) or consultant(s) are valid and have been incurred by the contractor(s) or consultant(s).

(e) Each invoice subsequent to the first invoice from SPACE FLORIDA must contain a statement from SPACE FLORIDA that the previous costs incurred by the contractor(s) or consultant(s) have been paid by SPACE FLORIDA to the contractor(s) or consultant(s).

(f) Invoices shall be submitted by SPACE FLORIDA in detail sufficient for a proper pre-audit and post-audit thereof, based on the quantifiable, measurable and verifiable units of deliverables as established in Exhibit "A", Scope of Services.

Deliverables must be received and accepted in writing by the DEPARTMENT's Project Manager or designee prior to payments.

(g) Supporting documentation must establish that the deliverables were received and accepted in writing by SPACE FLORIDA and must also establish that the required minimum level of service to be performed as specified in Exhibit "A", Scope of Services, was met, and that the criteria for evaluating successful completion as specified in Exhibit "A", Scope of Services was met.

(h) SPACE FLORIDA may receive progress payments for deliverables based on the percentage of services that have been completed, approved and accepted to the satisfaction of the DEPARTMENT when properly supported by detailed invoices, contracts or vouchers evidencing in proper detail the nature and propriety of the charges. The final balance due under this Agreement will be reimbursed upon the completion of all Project services and proper submission of a detailed invoice, and when the Project has been inspected, approved and accepted to the satisfaction of the DEPARTMENT in writing.

3.04 Financial Consequences: Payment shall be made only after receipt and approval of goods and services unless advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, F.S. If the DEPARTMENT determines that the performance of SPACE FLORIDA is unsatisfactory, the DEPARTMENT shall notify SPACE FLORIDA of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the DEPARTMENT. SPACE FLORIDA shall, within ten days after notice from the DEPARTMENT, provide the DEPARTMENT with a corrective action plan describing how SPACE FLORIDA will address all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance. If the corrective action plan is unacceptable to the DEPARTMENT, SPACE FLORIDA shall be assessed a non-performance retainage equivalent to 10% of the total invoice amount. The retainage shall be applied to the invoice for the then-current billing period. The retainage shall be withheld until SPACE FLORIDA resolves the deficiency. If the deficiency is subsequently resolved, SPACE FLORIDA may bill the DEPARTMENT for the retained amount during the next billing period. If SPACE FLORIDA is unable to resolve the deficiency, the funds retained may be forfeited at the end of the Agreement's term.

3.05 Limits on DEPARTMENT Funds: Project costs eligible for DEPARTMENT Participation will be allowed only from the Effective Date of this Agreement. It is understood that DEPARTMENT participation in eligible Project cost is subject to:

(a) Florida Legislative approval of the DEPARTMENT'S appropriation request in the work program year that the Project is scheduled to be committed;

(b) Availability of funds as stated in paragraphs 3.06 and 3.07 of this Agreement;

(c) Approval of all services and other obligating documents and all other terms of this Agreement;

3.06 Appropriation of Funds: The DEPARTMENT'S performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Florida Legislature.

3.07 Multi-year Commitment: In the event this Agreement is in excess of TWENTY-FIVE THOUSAND AND NO/100 DOLLARS ($25,000.00) and has a term for a period of more than one year, the provisions of Chapter 339.135(6)(a), Florida Statutes, are hereby incorporated.

(a) "The DEPARTMENT during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The DEPARTMENT shall require a statement from the Comptroller of the DEPARTMENT that such funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding one (1) year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the DEPARTMENT which are for an amount in excess of $25,000.00 dollars and which have a term for a period of more than one (1) year."

3.08 If, after Project completion, any claim is made by the DEPARTMENT resulting from an audit or for work or services performed pursuant to this Agreement, the DEPARTMENT may offset such amounts from payments due for work or services done under any agreement which it has with SPACE FLORIDA owing such amount if, upon demand, payment of the amount is not made within sixty (60) days to the DEPARTMENT. Offsetting any amount pursuant to this paragraph shall not be considered a breach of contract by the DEPARTMENT.

4.00 Records:

4.01 Establishment and Maintenance of Accounting Records: Records of costs incurred under terms of this Agreement shall be maintained and made available upon request to the DEPARTMENT at all times during the period of this Agreement and for five (5) years after final payment is made. Copies of these documents and records shall be furnished to the DEPARTMENT upon request. Records of costs incurred include SPACE FLORIDA'S general accounting records and the Project records, together with supporting documents and records, of SPACE FLORIDA and all subcontractors and/or third party providers performing work on the Project and all other records of SPACE FLORIDA and subcontractors and/or third party providers considered necessary by the DEPARTMENT for a proper audit of costs. If any litigation, claim, or audit is started before the expiration of the five (5) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

4.02 Audits: The administration of resources awarded through the DEPARTMENT to SPACE FLORIDA by this Agreement may be subject to audits and/or monitoring by the DEPARTMENT. The following requirements do not limit the authority of the DEPARTMENT to conduct or arrange for the conduct of additional audits or evaluations of state financial assistance or limit the authority of any state agency inspector general, the Auditor General, or any other state official. SPACE FLORIDA shall comply with all audit and audit reporting requirements as specified below.

(a) In addition to reviews of audits conducted in accordance with Section 215.97, Florida Statutes, monitoring procedures to monitor SPACE FLORIDA's use of state financial assistance may include but not be limited to on-site visits by DEPARTMENT staff and/or other procedures including, reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to state financial assistance awarded through the DEPARTMENT by this Agreement. By entering into this Agreement, SPACE FLORIDA agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the DEPARTMENT. SPACE FLORIDA further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the DEPARTMENT, the Department of Financial Services (DFS) or the Auditor General.

(b) SPACE FLORIDA, a nonstate entity as defined by Section 215.97(2)(m), Florida Statutes, as a recipient of state financial assistance awarded by the DEPARTMENT through this Agreement is subject to the following requirements:

1. In the event SPACE FLORIDA meets the audit threshold requirements established by Section 215.97, Florida Statutes, SPACE FLORIDA must have a State single or project-specific audit conducted for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. Exhibit "D" to this Agreement indicates state financial assistance awarded through the DEPARTMENT by this Agreement needed by SPACE FLORIDA to further comply with the requirements of Section 215.97, Florida Statutes. In determining the state financial assistance expended in a fiscal year, SPACE FLORIDA shall consider all sources of state financial assistance, including state financial assistance received from the DEPARTMENT by this Agreement, other state agencies and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

2. In connection with the audit requirements, SPACE FLORIDA shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2)(e), Florida Statutes, and Chapters 10.550 (local governmental

entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

3. In the event SPACE FLORIDA does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, SPACE FLORIDA is exempt for such fiscal year from the state single audit requirements of Section 215.97, Florida Statutes. However, SPACE FLORIDA must provide a single audit exemption statement to the Department at **FDOTSingleAudit@dot.state.fl.us** no later than nine months after the end of SPACE FLORIDA's audit period for each applicable audit year. In the event SPACE FLORIDA does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, in a fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the SPACE FLORIDA's resources (i.e., the cost of such an audit must be paid from SPACE FLORIDA's resources obtained from other than State entities).

4. In accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, copies of financial reporting packages required by this Agreement shall be submitted to:

   Florida Department of Transportation
   Office of Comptroller, MS 24
   605 Suwannee Street
   Tallahassee, FL 32399-0405
   Email: **FDOTSingleAudit@dot.state.fl.us**

   And

   State of Florida Auditor General
   Local Government Audits/342
   111 West Madison Street, Room 401
   Tallahassee, FL 32399-1450
   Email: **flaudgen_localgovt@aud.state.fl.us**

5. Any copies of financial reporting packages, reports or other information required to be submitted to the DEPARTMENT shall be submitted timely in accordance with Section 215.97, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

6. SPACE FLORIDA, when submitting financial reporting packages to the DEPARTMENT for audits done in accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date the reporting package was delivered to SPACE FLORIDA in correspondence accompanying the reporting package.

7. Upon receipt, and within six months, the DEPARTMENT will review SPACE FLORIDA's financial reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate corrective action on all deficiencies has been taken pertaining to the state financial assistance provided through the DEPARTMENT by this Agreement. If SPACE FLORIDA fails to have an audit conducted consistent with Section 215.97, Florida Statutes, the DEPARTMENT may take appropriate corrective action to enforce compliance.

8. As a condition of receiving state financial assistance, SPACE FLORIDA shall permit the DEPARTMENT, or its designee, DFS or the Auditor General access to SPACE FLORIDA's records including financial statements, the independent auditor's working papers and project records as necessary. Records related to unresolved audit findings, appeals or litigation shall be retained until the action is complete or the dispute is resolved.

(c) SPACE FLORIDA shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date the audit report is issued and shall allow the DEPARTMENT, or its designee, DFS or the Auditor General access to such records upon request. SPACE FLORIDA shall ensure that the audit working papers are made available to the DEPARTMENT, or its designee, DFS or the Auditor General upon request for a period of five years from the date the audit report is issued unless extended in writing by the DEPARTMENT.

4.04 Inspections: SPACE FLORIDA shall permit and shall require its contractors and subcontractors to permit the DEPARTMENT'S authorized representative to inspect all work, workmanship, materials, payrolls, and records and to audit the books, records, and accounts pertaining to the financing and development of the Project.

The DEPARTMENT may unilaterally cancel this AGREEMENT for refusal by any other party to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes and made or received by such party in conjunction with this AGREEMENT.

5.00 The DEPARTMENT'S Obligations: Subject to other provisions hereof, the DEPARTMENT will honor such requisitions in amounts and at times deemed by the DEPARTMENT to be proper to ensure the carrying out of the Project and payment of the eligible costs. However, notwithstanding any other provision of this Agreement, the DEPARTMENT may elect by notice in writing not to make a payment on the Project if:

5.01 Misrepresentation: SPACE FLORIDA shall have made a misrepresentation of a material nature in its application, or any supplement thereto or amendment thereof, or in or with respect to any document or data furnished therewith or pursuant hereto;

5.02 Litigation: There is then pending litigation with respect to the performance by SPACE FLORIDA of any of its duties or obligations which may jeopardize or adversely affect the Project, the Agreement, or payments to the Project;

5.03 Approval by the DEPARTMENT: SPACE FLORIDA shall have taken any action pertaining to the Project which, under this Agreement, requires the approval of the DEPARTMENT or have made related expenditures or incurred related obligations without having been advised by the DEPARTMENT that same are approved;

5.04 Prohibited Interests: There has been any violation of the prohibited interests provisions contained herein; or

5.05 Default: SPACE FLORIDA has been reasonably determined by the DEPARTMENT to be in material default under any of the provisions of the Agreement.

5.06 Disallowed Costs: In determining the amount of the payment, the DEPARTMENT will exclude all Project costs incurred by SPACE FLORIDA prior to the Effective Date of this Agreement, after the expiration date of this Agreement, costs which are not provided for in the latest approved scope and budget for the Project, costs attributable to goods or services received under a contract or other arrangements which have not been approved by the DEPARTMENT, and costs invoiced prior to receipt of annual notification of fund availability.

6.00 Termination or Suspension of Project:

6.01 Termination or Suspension Generally: The DEPARTMENT may, by written notice to SPACE FLORIDA, suspend any or all of its obligations under this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected, or the DEPARTMENT may terminate this Agreement in whole or in part at any time the interest of the DEPARTMENT requires such termination.

(a) If the DEPARTMENT determines that the performance of SPACE FLORIDA is not satisfactory, the DEPARTMENT shall notify SPACE FLORIDA of the deficiency in writing with a requirement that the deficiency be corrected within thirty (30) days of such notice. Such notice shall provide reasonable specificity to SPACE FLORIDA of the deficiency that requires correction. If the deficiency is not corrected within such time period, the DEPARTMENT may either (a)

immediately terminate the Agreement as set forth in Paragraph 6.01 (b) below, or (b) take whatever action is deemed appropriate by the DEPARTMENT to correct the deficiency. In the event the DEPARTMENT chooses to take action and not terminate the Agreement, SPACE FLORIDA shall, upon demand, promptly reimburse the DEPARTMENT for any and all cost and expenses incurred by the DEPARTMENT in correcting the deficiency.

(b) If the DEPARTMENT terminates the Agreement, the DEPARTMENT shall notify SPACE FLORIDA of such termination in writing, with instructions as to the effective date of termination or specify the stage of work at which this Agreement is terminated.

(c) If the Agreement is terminated before performance is completed, SPACE FLORIDA shall be paid only for the work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed an amount which is the same percentage of the contract price as the amount of work satisfactorily completed is a percentage of the total work called for by this Agreement.

6.02 Action Subsequent to Notice of Termination or Suspension: Upon receipt of any final termination or suspension notice under this section, SPACE FLORIDA shall proceed promptly to carry out the actions required therein which may include any or all of the following: (1) necessary action to terminate or suspend Project activities and contracts and such other action as may be required or desirable to keep to the minimum the cost upon the basis of which the financing is to be computed; and (2) furnish a statement of the Project activities and contracts, and other undertakings the cost of which are otherwise includable as Project costs. The termination or suspension shall be carried out in conformity with the latest schedule, plan and budget as approved by the DEPARTMENT or upon the basis of terms and conditions imposed by the DEPARTMENT upon the failure of SPACE FLORIDA to furnish the schedule, plan and budget within a reasonable time. The closing out of federal financial participation in the Project shall not constitute a waiver of any claim which the DEPARTMENT may otherwise have arising out of this Agreement.

7.00 Third Party Agreements: The DEPARTMENT specifically reserves the right to review and approve any third party contracts with the respect to the Project before SPACE FLORIDA executes or obligates itself in any manner requiring the disbursement of DEPARTMENT funds, including consultant, purchase of commodities contracts or amendments thereto. If the DEPARTMENT chooses to review and approve third party contracts for this Project and SPACE FLORIDA fails to obtain such approval, that shall be sufficient cause for nonpayment by the DEPARTMENT. The DEPARTMENT reserves unto itself the right to review the qualifications of any subcontractor and/or third party provider and to approve or disapprove the employment of the same. Provided however, that once notice is given by SPACE FLORIDA of a contract third party to the DEPARTMENT, the DEPARTMENT shall have thirty (30) calendar days to register objections to the subcontract and/or third party, specifically specifying the nature of the objection and what action would make the subcontractor and/or third party provider and the terms of the subcontract and

the third party provider contract acceptable to the DEPARTMENT. If the DEPARTMENT does not give notice to SPACE FLORIDA objecting to the subcontract and/or third party provider or does not give notice of objection to the terms of the subcontract or third party provider contract, specifically specifying the nature of the objection, and what action would make the subcontractor and/or third party provider or the contracts acceptable to the DEPARTMENT within said thirty (30) calendar day period, the subcontractor and/or third party provider and the contracts shall be deemed acceptable for payments to be made by or to SPACE FLORIDA with regard to the aforesaid contract.

8.00 Disadvantaged Business Enterprise (DBE) Policy and Obligation: It is the policy of the DEPARTMENT that disadvantaged business enterprises as defined in 49 CFR Part 26, as amended, shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with DEPARTMENT funds under this Agreement.

SPACE FLORIDA and its contractors agree to ensure that Disadvantaged Business Enterprises as defined in applicable federal and state regulations have the opportunity to participate in the performance of contracts and this Agreement. In this regard, all recipients and contractors shall take all necessary and reasonable steps in accordance with applicable federal and state regulations, to ensure that the Disadvantaged Business Enterprises have the opportunity to compete for and perform contracts. SPACE FLORIDA and its contractors and subcontractors shall not discriminate on the basis of race, color, national origin or sex in the award and performance of contracts, entered pursuant to this Agreement.

9.00 Compliance with Conditions and Laws: SPACE FLORIDA shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project. Execution of this Agreement constitutes a certification that SPACE FLORIDA is in compliance with, and will require its contractors and subcontractors to comply with, all requirements imposed by applicable federal, state, and local laws and regulations, including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transaction," in 49 C.F.R. Part 29, when applicable.

9.01 Inspector General Cooperation: SPACE FLORIDA agrees to comply with s.20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with s.20.055(5), Florida Statutes.

10.00 Restrictions, Prohibitions, Controls and Labor Provisions:

10.01 Equal Employment Opportunity: In connection with carrying out of any Project, SPACE FLORIDA shall not discriminate against any employee or applicant for employment because of race, age, creed, color, sex or national origin. SPACE FLORIDA will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, age, creed, color, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. SPACE FLORIDA, or any other party, shall insert the foregoing provision modified only to show the particular contractual relationship in all its contracts in connection with the development or operation of

the Project, except contracts for standard commercial supplies or raw materials, and shall require all such contractors to insert a similar provision in all subcontracts, except subcontracts for standard commercial supplies or raw materials. When the Project involves installation, construction, demolition, removal, site improvements, or similar work, SPACE FLORIDA, or any other party, shall post, in conspicuous places available to employees and applicants for employment for Project work, notices to be provided by the DEPARTMENT setting forth the provisions of the nondiscrimination clause.

10.02 Title VI – Civil Rights Act of 1964: SPACE FLORIDA will comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d, et. seq.), the Regulations of the Federal Department of Transportation issued thereunder, and the assurance by SPACE FLORIDA pursuant thereto.

SPACE FLORIDA shall include provisions in all contracts with third parties that ensure compliance with Title VI of the Civil Rights Act of 1964, 49 C.F.R. Part 21, and related statutes and regulations.

10.03 Americans with Disabilities Act of 1990 (ADA): Execution of this Agreement constitutes a certification that the PUBLIC AGENCY will comply with all the requirements imposed by the ADA (42 U.S.C. 12102, et. seq.), the regulations of the federal government issued there under, and the assurance by SPACE FLORIDA pursuant thereto.

10.04 Public Entity Crime: 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, 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, Florida Statutes for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

10.05 Discrimination: In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the Discriminatory Vendor List, maintained by the Florida Department of Management Services, may not submit a bid on a contract to provide 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, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.

10.06 Prohibited Interests: Neither SPACE FLORIDA nor any of its contractors or their subcontractors shall enter into any contract, subcontract, or arrangement in connection with the Project or any property included or planned to be included in the Project, in which any member, officer, or employee of SPACE FLORIDA during this tenure or for two years thereafter has any interest, direct or indirect. If any such present or former member, officer, or employee involuntarily acquires or had acquired prior to the beginning of his tenure any such

interest, and if such interest is immediately disclosed to SPACE FLORIDA, SPACE FLORIDA with prior approval of the DEPARTMENT, may waive the prohibition contained in this subsection, provided, that any such present member, officer or employee shall not participate in any action by SPACE FLORIDA relating to such contract, subcontract, or arrangement.

SPACE FLORIDA shall insert in all contracts entered into in connection with the Project or any property included or planned to be included in any project, and shall require its contractors to insert in each of their subcontracts, the following provision:

"No member, officer, or employee of SPACE FLORIDA during this tenure or for two years thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof."

The provisions of this subsection shall not be applicable to any agreement between SPACE FLORIDA and its fiscal depositories, or to any agreement for utility services the rates for which are fixed or controlled by a governmental agency.

10.07 Interest of Members of, or Delegates to, Congress: No member or delegate to the Congress of the United States, or the State of Florida Legislature, shall be admitted to any share or part of the Agreement or any benefit arising therefrom.

10.08 U.S. Department of Homeland Security's E-Verify System: The DEPARTMENT and SPACE FLORIDA acknowledge and agree to the following:

(a) SPACE FLORIDA shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by SPACE FLORIDA during the term of the contract; and

(b) SPACE FLORIDA shall expressly require any contractors and subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the contractor/subcontractor during the contract term.

11.00 Miscellaneous Provisions:

11.01 DEPARTMENT Not Obligated to Third Parties: The DEPARTMENT shall not be obligated or liable hereunder to any party other than SPACE FLORIDA.

11.02 When Rights and Remedies Not Waived: In no event shall the making by the DEPARTMENT of any payment to SPACE FLORIDA constitute or be construed as a waiver by the DEPARTMENT of any breach of covenant or any default which may then exist, on the part of SPACE FLORIDA, and the making of such payment by the DEPARTMENT which any such breach or default shall exist shall in no way impair or prejudice any right or remedy available to the DEPARTMENT with respect to such breach or default.

11.03 How Agreement is Affected by Provisions Being Held Invalid: If any

provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance the remainder would then continue to conform to the terms and requirements of applicable law.

11.04 Bonus or Commission: By execution of the Agreement SPACE FLORIDA represents that it has not paid and, also, agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.

11.05 State Law: Nothing in this Agreement shall require SPACE FLORIDA to observe or enforce compliance with any provisions thereof, perform any other act or do any other thing in contravention of any applicable State Law; provided, that if any of the provisions of the Agreement violate any applicable State Law, SPACE FLORIDA will at once notify the DEPARTMENT in writing in order that appropriate changes and modifications may be made by the DEPARTMENT and SPACE FLORIDA to the end that SPACE FLORIDA may precede as soon as possible with the Project.

11.06 Project Completion, Agency Certification: SPACE FLORIDA will certify in writing on or attached to the final invoice, that the Project was completed in accordance with the Scope of Services, Exhibit "A" and that the Project is accepted by SPACE FLORIDA as suitable for the intended purpose.

11.07 Agreement Format: All words used herein in the singular form shall extend to and include the plural. All words used in the plural form shall extend to and include the singular. All words used in any gender shall extend to and include all genders.

11.08 Execution of Agreement: This Agreement may be simultaneously executed in up to three counterparts, each of which so executed shall be deemed to be an original and such counterparts together shall constitute one of the same instrument.

11.09 Vendors Rights: SPACE FLORIDA which is providing goods and services to the DEPARTMENT should be aware of the following time frames. Upon receipt, the DEPARTMENT has twenty (20) working days to inspect and approve the goods and services. The DEPARTMENT has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the goods or services are received, inspected and approved.

If a payment is not available within 40 days after receipt of the invoice, inspection and approval of goods and services, a separate interest penalty at a rate as established pursuant to Section 55.03(1), Florida Statutes, will be due and payable, in addition to the invoice amount, to SPACE FLORIDA. Interest penalties of less than one dollar ($1.00) will not be enforced unless SPACE FLORIDA requests payment. Invoices which have to be returned to SPACE FLORIDA because of vendor preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the DEPARTMENT.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for Public Agencies who may be

experiencing problems in obtaining timely payment(s) from the DEPARTMENT. The Vendor Ombudsman may be contacted at (850) 413-5516.

Records of costs incurred under terms of this Agreement shall be maintained and made available upon request to the DEPARTMENT at all times during the period of this Agreement and for five (5) years after final payment is made. Copies of these documents and records shall be furnished to the DEPARTMENT upon request. Records of costs incurred include SPACE FLORIDA'S general accounting records and the Project records, together with supporting documents and records, of the contractor and all subcontractors performing work on the Project, and all other records of the contractor and subcontractors considered necessary by the DEPARTMENT for a proper audit of costs. Any discrepancies revealed by any such audit shall be resolved by a corrected final billing from SPACE FLORIDA to the DEPARTMENT.

12.00 Contacts: All notices required pursuant to the terms hereof shall be sent, unless prior written notification of an alternate address for notices is sent, to the following addresses:

DEPARTMENT

Florida Department of Transportation, Freight and Logistics Unit
Attn: Lauren Farrell, Spaceport & Aviation Projects Specialist
133 S. Semoran Blvd., Orlando, Florida 32807
PH: (407) 482-7880 E-mail: Lauren.Farrell@dot.state.fl.us

SPACE FLORIDA

Space Florida
505 Odyssey Way, Suite 300, Exploration Park, Florida 32953
Attn: Desiree Mayfield, Contract Compliance Manager
P: (321) 730-5301 ext. 237 F: (321) 730-5307 E-mail: dmayfield@spaceflorida.gov

Spaceport Development Program Manager:
Steve Szabo: sszabo@spaceflorida.gov

IN WITNESS WHEREOF, SPACE FLORIDA has executed this Agreement this _____ day of _____, 2018, and the DEPARTMENT has executed this Agreement this 20th day of November, 2018.

SPACE FLORIDA

By: _____
Name: Denise Swanson
Title: CFO

Attest:
_____
Title: Manager, Contracts Compliance

(SEAL)

DEPARTMENT OF TRANSPORTATION

By: _____ FOR
Name: Loreen Bobo, P.E.
Title: Director of Transportation Development

Attest:
_____
Title: Executive Secretary

Legal Review:
_____
DEPARTMENT Attorney

Financial Provisions Approved by the Department's Comptroller

October 19, 2018

Authorization Received from the Comptroller's Office as to Availability of Funds:

November 20, 2018

Florida Department of Transportation
719 S. Woodland Boulevard
DeLand, Florida 32720-6834

RICK SCOTT
GOVERNOR

MIKE DEW
SECRETARY

MEMORANDUM

DATE: February 12, 2018

TO: Whom It May Concern

FROM: Loreen Bobo, P.E., Director of Transportation Development, District 5

COPIES: Michael Shannon, P.E., D5 Department Heads

SUBJECT: **Delegation of Authority for Loreen Bobo**

Effective February 12, 2018, in my absence from my office at the District Office located at 719 South Woodland Boulevard, DeLand, Florida, I hereby appoint Alan Hyman, Director of Transportation Operations, Mario Bizzio, District Design Engineer, Jack Adkins, District Right of Way Manager, as my designees to act in my stead and to sign documents on my behalf as the District Director of Transportation Development of the Department's District Five.

Effective March 5, 2018, in my absence from my office at the District Office located at 719 South Woodland Boulevard, DeLand, Florida, I hereby appoint Alan Hyman, Director of Transportation Operations, Mario Bizzio, District Design Engineer, Brian Stanger, District Modal Development Administrator, Jack Adkins, District Right of Way Manager, Katherine Alexander, District Program Manager Administrator, and Alison Stettner, District Planning and Environmental Management Administrator as my designees to act in my stead and to sign documents on my behalf as the District Director of Transportation Development of the Department's District Five.

This authority is effective immediately and will stay in effect until modified or rescinded by me. Any previous delegations are hereby rescinded and replaced by this document.

LB:n

EXHIBIT A
SCOPE OF SERVICES

SPACE FLORIDA

SPACEPORT LAUNCH AND LANDING FACILITY EAST AREA DEVELOPMENT

COMMON USE INFRASTRUCTURE

SPACEPORT LAUNCH AND LANDING FACILITY (SLLF)

CAPE CANAVERAL SPACEPORT

I. PROJECT DESCRIPTION

The Spaceport Launch and Landing Facility East Area Development – Common Use Infrastructure ("the Project"), is a space transportation infrastructure project for the expansion and new construction of common use infrastructure to support new horizontal launch and landing operations at the Spaceport Launch and Landing Facility ("Site") within Kennedy Space Center ("KSC") at the Cape Canaveral Spaceport ("CCS"). The site was formerly the Shuttle Landing Facility ("SLF"). This project will improve the readiness of the SLLF to support future Space Florida and commercial tenant developments. Specifically, the project will provide access and utility services to currently unserved areas of the SLLF, generate new shovel-ready leasable areas, and will provide utilities for over 300 acres of future lease area. The project also will include provisions to bring commercial power infrastructure to the SLLF. The site, which is permitted to Space Florida by NASA, comprises almost 4,000 acres of land within KSC and CCS.

II. PROJECT JUSTIFICATION

The Spaceport Launch and Landing Facility (SLLF, formerly the Shuttle Landing Facility) provides a unique opportunity and an existing runway facility for horizontal takeoff and landing ventures and is a designated Space Commerce Zone, as defined in the Space Florida Cape Canaveral Spaceport Master Plan. The SLLF has the potential to serve not only aerospace and aviation customers, but also customers seeking to construct manufacturing and processing facilities and other support facilities for operations at the Cape Canaveral Spaceport. To better facilitate and encourage the growth of commerce at the SLLF, Space Florida would like to construct common infrastructure for the facility to enable future projects, foster industrial growth, and attract private capital investment. These projects include infrastructure, such as utilities and site access, environmental mitigation, land development, and roadways that will improve the site readiness of the SLLF to support future Space Florida and tenant developments.

The proposed infrastructure will strategically position the state to maximize opportunities in international trade as the Horizontal Takeoff and Landing (HTOL) technologies mature to allow for capabilities such as rapid-package delivery across the globe. Moreover, this project will provide access and utility service to future Space Florida facilities, as well as leasable tenant

parcels, while improving circulation to the existing and proposed Space Florida facilities in the Southfield and Northfield areas, such as the Reusable Launch Vehicle Hangar, a potential future Common Use Hangar, and future leasable parcels. The project also provides critical emergency response (fire) access from Fire Station No. 2, and will allow emergency services to quickly access Astronaut Road and Kennedy Parkway to service all CCS and KSC facilities. The utility corridor proposed in this project will service all future midfield and northfield tenant sites (over 300 acres of leasable area) and allows for expedited construction of the future Hangar Road, which will provide roadway access to all midfield tenant sites. The project also will include provisions to bring commercial power infrastructure to the SLLF, which will allow Space Florida to provide reliable, competitively priced electrical services to future tenants.

III. TASKS AND DELIVERABLES

The Project encompasses the following tasks. Project tasks include Design and Construction activities and Project Management/Construction Engineering Services within the scope of commercial space transportation infrastructure development capabilities. The following activities will be conducted that fall within the defined scope and will qualify as reimbursable activities.

A. The following construction services may be provided:

- Construction of new roadways, with associated roadside drainage swales and culverts;
- Installation of a utility corridor, including potable water, non-potable water, sanitary force main, electrical and communications conduits;
- Construction of onsite and offsite wetland enhancement and creation areas, including minor impoundment dikes and ditch infill (enhancement areas), and excavation and planting of new wetlands (creation area);
- Clearing, grubbing, and earthwork activities (cut, fill, removal of unsuitables), including the mass grading of approximately 63 acres of development parcel area;
- Installation of new electrical and communications infrastructure, including transmission and distribution lines, equipment, structures, and pavement restoration;
- Other fixed additions to the site infrastructure that may be required.

B. Tasks for the construction activities will include:

- Design and Construction of the facilities and improvements per the approved plans and specifications.
- Limited Construction Engineering ("CEI") which responsibilities include:
    - Providing qualified construction management for oversight, administration, inspection, and record keeper responsibilities.
    - Requiring Third-party participation for required quality control, inspection services as required by the Engineer of Record including materials testing, pavement densities, soil compaction, concrete sampling, threshold inspections, surveying, code compliance, etc.
    - Final inspection and the preparation of the summary report which shall include:
        - Certificate of Substantial Completion

- Construction Cost Summary
- Photos
- A certification that the project was constructed in accordance with the plans and specifications as accepted by SF.

C. Payment Deliverables/Milestones for Construction: Payment for the above listed items or tasks will be made after the following deliverables are received or milestones occur:

- Provide an initial Schedule of Values within thirty (30) days of Agreement Execution Date and provide an updated Schedule of Values with each pay request. Provide Final Design Drawings.
- Each invoice submittal shall include construction summary reports for invoiced activities and document the progress and significant developments occurring during the invoice period including photographs, current project schedule, and/or other materials evidencing progress of effort.
- Payment will be made based on Periodic Pay Requests listing all work in-place with sufficient backup documentation and cost breakdown to confirm that the costs are eligible and reasonable.

IV. TOTAL PROJECT COST ESTIMATES

The total anticipated infrastructure project cost totals $37.8 million. FDOT share of total Project costs for FY2019 is $37.8 million (100% of total cost).

EXHIBIT "B"

ESTIMATED BUDGET

Financial Management Number: 436863-1-94-04

I.	**PROJECT COST:**			
	Spaceport Launch & Landing Facility East Area Development Per Exhibit "A" Scope of Services			
	TOTAL PROJECT COST:			$37,800,000.00
II.	**PARTICIPATION:**			
	Maximum Federal Participation			
	FTA, FAA	(0.0%)	or	$ 0.00
	Agency Participation			
	In-Kind			
	Cash			
	Other	(0.0%)	or	$ 0.00
	Maximum Department Participation			
	Primary			
	GMR	(100%)	or	$37,800,000.00
	Federal Reimbursable (DU)(FRA)(DFTA)			
	Local Reimbursable (DL)			
	TOTAL PROJECT COST			$37,800,000.00

The DEPARTMENT agrees to pay SPACE FLORIDA 100 percent of the eligible costs incurred up to $37,800,000.00 (Thirty-Seven Million, Eight Hundred Thousand and No/100).

This project qualifies as a strategic space infrastructure investment project in accordance with Chapter 331.371 F.S. and is eligible for up to 100% funding.

EXHIBIT "C"

RESOLUTION

Financial Management Number: 436863-1-94-04

ATTACHMENT 3: SPACE FLORIDA BOARD OF DIRECTORS PACKAGE EXCERPTS, JUNE 20, 2018.

SPACE FLORIDA

Space Florida Board of Directors Meeting Agenda

June 20, 2018 1:30 p.m. – 3:30 p.m.

MISSION STATEMENT: To drive Florida economic development across the global aerospace enterprise.

Call-in Number: 866-528-2256 Guest Code: 2120278 #	The Westshore Grand 4860 W. Kennedy Blvd., Tampa FL 33609
Agenda Items	
Call to Order and Pledge of Allegiance	**Bill Dymond**
Roll Call	**Elizabeth Loving**
Welcome & Introductions	**Bill Dymond**
Public Comments	**Bill Dymond**
Board of Directors	
Board Committees	
Business Before the Board	
1. Approval of Minutes • DRAFT Minutes March 14, 2018 Board of Directors Meeting	**Bill Dymond**
2. Audit & Accountability Committee Reports • Interim Financials March 31, 2018	**Denise Swanson**
3. Contracts/Business Development/Projects Activities • State of Florida Department of Economic Opportunity • 2019 Florida-Israel Aerospace Research & Development Program • Space Policy Consulting and Support Contracts • Resolution to Refinance the Space Florida Research & Development Center at MIA • Project Forge • Project Pine • Project Blue Heron • Project Made In Space • FDOT FY 19 Spaceport Master Plan Amendment • FDOT 2019 Spaceport Planning and Engineering/Contractors • FDOT Space Florida Launch and Landing Facility/Rush Construction • FDOT Project Palmer/SpaceX • FDOT Common Use Infrastructure at Kennedy Space Center • FDOT LC-46/Ivey's Construction • FDOT/Blue Origin Rocket Testing & Refurbishment Complex • FDOT/Jacksonville Aviation Authority	**Frank DiBello/ Howard Haug**
4. Government in the Sunshine, Public Records & Ethics	**Tom Wilkes**
President's Report	**Frank DiBello**
Near Term – Upcoming Events: • Jun 19 National Space Council – Washington D.C. • Jun 29 SpaceX Falcon 9 • July 31 United Launch Alliance - Delta 4 Heavy – Parker Solar Probe • Aug 27 United Launch Alliance –CST-100 Starliner Orbital Flight Test • Aug (TBD) Space Florida Board Meeting – Miami, FL • Dec (TBD) Space Florida Board Meeting – Cape Canaveral, FL • INFO Recent Press Releases	**Frank DiBello**
Closing Remarks / Adjournment	**Bill Dymond**

SPACE FLORIDA

SPACE FLORIDA BOARD OF DIRECTORS

William T. Dymond, Jr., Chairman
President, CEO and Managing Partner
Lowndes, Drosdick, Doster, Kantor & Reed

Jay Beyrouti
President, Monicarla, Ltd.

Jesse Biter
President/CEO, Biter Enterprises, LLC.

Gregory Celestan
Chairman & Chief Executive Officer of Celestar

Sonya Deen
Vice President of Government Relations, JM Family Enterprises, Inc.

Mori Hosseini
Chairman & CEO, ICI Homes

Kenneth Kahn
President, LRP Publications, Inc.

Belinda Keiser
Vice Chancellor, Keiser University

John Rood
Chairman, The Vestcor Companies, Inc.

Jason Steele
Director of Government Affairs, Smith and Associates

Andrew Weatherford
Partner, Weatherford Partners

SPACE FLORIDA BOARD OF DIRECTORS

AUDIT & ACCOUNTABILITY COMMITTEE

John Rood
Chairman
The Vestcor Companies, Inc.

Andrew Weatherford
Partner
Weatherford Partners

INVESTMENT COMMITTEE

Jay Beyrouti
Presiden
Monicarla, Ltd.

Mori Hosseini
Chairman/CEO
ICI Homes

GOVERNANCE & COMPENSATION COMMITTEE

Jesse Biter
President/CEO
Biter Enterprises, LLC.

Belinda Keiser
Vice Chancellor
Keiser University

MARKETING COMMITTEE

Jesse Biter
President/CEO
Biter Enterprises, LLC.

Sonya Deen
Vice President of Government Relations
JM Family Enterprises, Inc.

Jason Steele
Director of Government Affairs
Smith and Associates

10. **FDOT 2019 Spaceport Planning and Engineering/Contractors:** Space Florida requests approval for management negotiations and related contract activities with FDOT, for 100% reimbursement, in the amount of up to Two Million Five Hundred Thousand Dollars ($2,500,000) in conjunction with FY19 Spaceport Engineering Planning and Services.

    Additionally, Space Florida requests approval for management negotiations and related contract activities with AECOM, BRPH and RS&H, and their sub-contractors, in the amount of up to Two Million Five Hundred Thousand Dollars ($2,500,000) to perform engineering and planning services on a task order basis.

11. **FDOT Space Florida Launch and Landing Facility/Rush Construction:** Space Florida requests approval for management negotiations and related contract activities with FDOT, for 100% reimbursement, for common use infrastructure improvements, including but not limited to, utility and road development, land preparation and other site development activities at the Space Florida Launch and Landing Facility. In conjunction with the project activities, Space Florida requests approval to enter agreement with FDOT in the amount of up to Thirty-Eight Million Eight Hundred Thousand Dollars ($38,800,000), for the common use infrastructure project.

    Additionally, Space Florida requests approval for Rush Construction to perform construction activities at the Space Florida Launch and Landing Facility in conjunction with the above referenced activities in the amount of up to One Million Dollars ($1,000,000).

12. **FDOT Project Palmer/SpaceX:** Space Florida requests approval to negotiate and enter agreement with FDOT in support of common use infrastructure improvements at Kennedy Space Center for SpaceX. The FDOT Agreement will provide up to fifty percent (50%) of eligible cost reimbursement in the amount of up to Six Million Five Hundred Thousand Dollars ($6,500,000) in support of Project Palmer.

    Additionally, Space Florida requests approval to negotiate and enter agreement with SpaceX regarding Project Palmer activities consisting of the reimbursement of up to fifty percent (50%) of eligible cost reimbursements up to Six Million Five Hundred Thousand Dollars ($6,500,000), to commit to investing Fifteen Million Dollars ($15,000,000) in infrastructure and to create One Hundred (100) jobs with an annual wage of Seventy-Five Thousand Dollars ($75,000), plus benefits.

13. **FDOT Common Use Infrastructure at Kennedy Space Center**: Space Florida requests approval to enter agreement with FDOT, for 100% reimbursement, in the amount of up to Eight Million Dollars ($8,000,000), for common use infrastructure associated with roads, utilities and infrastructure improvements in support of Project Palmer activities at Kennedy Space Center.

SPACE FLORIDA

Space Florida Board of Directors Meeting Agenda

September 11, 2018 1:30 – 3:30 p.m.

MISSION STATEMENT: To drive Florida economic development across the global aerospace enterprise.

Call-in Number: 866-528-2256 **Guest Code: 4053892 #**	**The Intercontinental Hotel** **100 Chopin Plaza** **Miami, FL 33131**

Agenda Items	
Call to Order and Pledge of Allegiance	**Bill Dymond**
Roll Call	**Elizabeth Loving**
Welcome & Introductions	**Bill Dymond**
Public Comments	**Bill Dymond**
Board of Directors	
Board Committees	

Business Before the Board	
• **Approval of Minutes** • DRAFT Minutes from June 20, 2018	**Bill Dymond**
• **Governance and Compensation Committee Reports** • Performance & Compensation for the President & the EVP, Treasurer & CIO	**Denise Swanson**

• **Audit & Accountability Committee Reports**
  • Interim Financials June 30, 2018
  • Financial Statements for the years ended September 30, 2017 and 2016
  • Required Communication
	Denise Swanson

• **Contracts/Business Development/Projects Activities**
  • Launch Complex 20
  • United Launch Alliance LC41 / FDOT
  • Space Florida Launch Landing Facility Ramp Upgrades
  • Defense Infrastructure Grant – Area 57
  • Space Florida's Facility Operations and Maintenance
  • Blue Origin's Rocket Testing & Refurbishment Facility / FDOT
  • Common Use Infrastructure Helium Pipeline / FDOT
  • Spaceport Engineering Support Services / FDOT
  • NASA's Hypersonic Pulse Facility (HYPULSE)
	Frank DiBello/
	Howard Haug

President's Report	**Frank DiBello**
Near Term – Upcoming Events: • October 4 – ULA Atlas V – Advanced Extremely High Frequency (AEHF) satellite. • October 6 – Pegasus XL – ICON - An air-launched Northrop Grumman Pegasus XL rocket will deploy NASA's Ionospheric Connection Explorer (ICON) satellite into orbit • November 29 – SpaceX Falcon 9 - will launch the Es'hail 2 communications satellite • Nov/Dec (TBD) Space Florida Board Meeting – Cape Canaveral, FL • INFORMATION: Recent Press Releases	**Frank DiBello**
Closing Remarks / Adjournment	**Bill Dymond**

Andrew Weatherford made a motion to approve Space Florida Management to complete negotiations and enter the Binding Term Sheet with Project Pine, as described, which was seconded by Sonya Deen, and approved unanimously.

Project Blue Heron – Was removed from the Agenda.

Project Made In Space
Space Florida Management requested Board approval to negotiate and enter a convertible bridge loan with Made In Space in the amount of One Million Dollars ($1,000,000) with a four (4) year term at a market interest rate. Additionally, Space Florida requested approval regarding the company's option to convert the existing One Million Dollars ($1,000,000) outstanding Note, dated March 29, 2017, into a convertible debt instrument with a four-year term at a market interest rate.

There was discussion from the Board

Jay Bayrouti made a motion for Space Florida Management to complete negotiations and enter the definitive convertible loan agreements with Made In Space in the amount of One Million Dollars ($1,000,000). The motion included the approval of a company option to Made In Space to convert the existing One Million Dollar ($1,000,000) Note dated March 29, 2017, to include a default cure, which was seconded by Greg Celestan, and approved unanimously.

FDOT FY19 Spaceport Master Plan Amendment
Space Florida Management requested Board approval to amend the 2017 Space Florida Cape Canaveral Spaceport Master Plan to include the updates as identified in the chart included in the advanced Board package. The amendment is intended to permit Space Florida to fund 2019 projects not currently included as eligible in the current approved Spaceport Master Plans.

There was discussion from the Board

Andrew Weatherford made a motion to amend the 2017 Space Florida Cape Canaveral Spaceport Master Plan to include the updates identified in the chart for Fiscal Year 2019, which was seconded by Jay Beyrouti, and approved unanimously.

FDOT FY2019 Spaceport Planning & Engineering/Contractors
Space Florida Management requested Board approval to enter negotiations and related contract activities with the Florida Department of Transportation (FDOT) for 100% reimbursement, in the amount of up to Two Million Five Hundred Thousand Dollars ($2,500,000), in conjunction with FY19 spaceport engineering and planning services. Additionally, Management requested approval to negotiate and enter related contract activities with AECOM, BRPH and RS&H, and their subcontractors, in the amount of up to Two Million Five Hundred Thousand Dollars ($2,500,000) to perform engineering and planning services on task order basis.

There was discussion from the Board

Sonya Deen made a motion to approve Space Florida Management to complete negotiations and enter agreements with FDOT in the amount of up to Two Million Five Hundred Thousand Dollars ($2,500,000) as well as the related contract activities with AECOM, BRPH and RS&H and their subcontractors in the amount of up to Two Million Five Hundred Thousand Dollars ($2,500,000), as described, which was seconded by Greg Celestan, and approved unanimously.

FDOT Space Florida Launch and Landing Facility / Rush Construction
Space Florida Management requested Board approval to negotiate and enter agreement with FDOT for 100% reimbursement, in the amount of up to Thirty-Eight Million, Eight Hundred Thousand Dollars ($38,800,000), in funding for multiple common use infrastructure improvements, including but not limited to utility and road development, land preparation and other site development activities at the Space Florida Launch and Landing Facility (SFLLF). Additionally, Management requested approval to negotiate and enter an agreement with Rush Construction, Inc., for construction activities in the amount of up to One Million Dollars ($1,000,000) in conjunction with infrastructure improvements at the SFLLF in support of Project Pine activities.

There was discussion from the Board

Sonya Deen made a motion to approve Space Florida Management to complete negotiations and enter agreement with FDOT in the amount of up to Thirty-Eight Million Eight Hundred Thousand Dollars ($38,800,000) as well as Rush Construction in the amount of up to One Million Dollars ($1,000,000), as described, which was seconded by Jay Beyrouti, and approved unanimously.

FDOT Project Palmer/SpaceX

Space Florida Management requested Board approval to negotiate and enter agreement with FDOT in support of common use infrastructure improvements at Kennedy Space Center for SpaceX and Project Palmer activities. The FDOT Agreement will provide up to fifty percent (50%) of eligible cost reimbursement in the amount of up to Six Million Five Hundred Thousand Dollars ($6,500,000). Additionally, Space Florida requested approval for Management to negotiate and enter the appropriate agreements with SpaceX consisting of the reimbursement of up to Fifty Percent (50%) of eligible cost reimbursements in the amount of up to Six Million Five-Hundred Dollars ($6,500,000), to commit to investing up to Fifteen Million Dollars ($15,000,000) in infrastructure and to create Ninety (90) jobs, with an annual wage of Eighty Thousand ($80,000), plus benefits.

There was discussion from the Board

Jay Beyrouti made a motion to approve Space Florida Management to complete negotiations and enter agreements with FDOT in the amount of up to Six Million Five Hundred Thousand Dollars ($6,500,000) as well as SpaceX in the amount of up to Six Million Five Hundred Thousand Dollars ($6,500,000), as described, which was seconded by Sonya Deen, and approved unanimously.

FDOT Common Use Infrastructure at Kennedy Space Center

Space Florida Management requested Board approval to negotiate and enter agreement with FDOT, for 100% reimbursement, in the amount of up to Eight Million Dollars ($8,000,000), for common use infrastructure associated with roads, utilities and infrastructure improvements in support of Project Palmer activities at Kennedy Space Center.

There was discussion from the Board

Andrew Weatherford made a motion to approve Management to complete negotiations and enter agreement with FDOT in the amount of up to Eight Million Dollars ($8,000,000), as described, which was seconded by Greg Celestan, and approved unanimously.

FDOT LC-46/Ivey's Construction

Space Florida Management requested Board approval to negotiate and enter agreement with FDOT, for 100% reimbursement, in the amount of up to Three Million Five Hundred Thousand Dollars ($3,500,000), for common use infrastructure upgrades at Launch Complex 46 for lightning protection system common use infrastructure improvements. Additionally, Space Florida Management requested approval to negotiate and enter agreement with Ivey's Construction in an amount of up to Three Million Five Hundred Thousand Dollars ($3,500,000) to perform the work at LC-46.

There was discussion from the Board

Greg Celestan made a motion to approve Space Florida Management to complete negotiations and enter agreements with FDOT in the amount of up to Three Million Five Hundred Thousand Dollars ($3,500,000) as well as Ivey's Construction in the amount of up to Three Million Five Hundred Thousand Dollars ($3,500,000), as described, which was seconded by Andrew Weatherford, and approved unanimously.

FDOT/Blue Origin Rocket Testing & Refurbishment Complex

Space Florida Management requested Board approval to negotiate and enter agreement with FDOT in support of Blue Origin's Rocket Testing & Refurbishment Facility and infrastructure improvements at the Cape Canaveral Spaceport Exploration Park location. The FDOT Funding Agreement will fund 50% of eligible costs incurred for the infrastructure improvements in the amount of up to Three Million Four Hundred Thousand Dollars ($3,400,000). Additionally, Space

RESOLUTION

of the

Space Florida Board of Directors

pertaining to

Authority to Enter Contracts

June 29, 2012

Whereas, the legislature intends for Space Florida to enable the state to emerge as a leader in the nation's new vision for space exploration and commercial aerospace opportunities, including the integration of space, aeronautics, and aviation technologies.

Whereas, section 331.310 of the Florida Statutes sets forth the powers and duties of the Space Florida Board of Directors and provides that the Board may adopt rules and orders to conduct the business of Space Florida.

Whereas, in order to continue to effectively and efficiently operate Space Florida and to carry out its mission and purpose, the Board has determined it is necessary to amend certain Resolutions previously adopted by the Board and to adopt new rules regarding the authority to enter into contracts on behalf of Space Florida.

Whereas, to ensure the effective and efficient operation and administration of Space Florida and its activities, mission, and purpose, the Board of Directors of Space Florida now intends to exercise its powers granted to it under section 331.310 of the Florida Statutes providing the President, Treasurer and Chief Financial Officer the authority and the ability to enter into certain contracts.

Now, therefore, be it resolved by the Board of Directors of Space Florida:

1. **Authority to enter into contracts.** The Resolution adopted by the Board on March 14, 2007, and the portion of the Resolution adopted by the Board on October 20, 2006, (attached hereto) regarding the execution of contracts is hereby repealed and the Board hereby authorizes the President, Treasurer or Chief Financial Officer of Space Florida to execute and deliver contracts (whether styled as contracts, agreements, interlocal agreements, memoranda of understanding, or otherwise) that are approved from time-to-time by the Board of Directors. Further, the President, Treasurer and Chief Financial Officer of Space Florida are hereby authorized to execute any such contracts (whether styled as contracts, agreements, interlocal agreements, memoranda of understanding, or otherwise) on behalf of Space Florida that obligates Space Florida to a total value of $100,000.00 or less without action or approval by the Board.

2. **Action previously taken.** Any action as may have been taken or caused to be taken by the President or the Treasurer of Space Florida prior to the date of this Resolution, which action was in connection with this Resolution, is herby ratified, confirmed, and approved in all respects.

3. **Repeal of Resolutions in Conflict.** All other portions of Resolutions previously adopted by the Board and which are not specifically mentioned herein and which are in conflict with the provisions of this Resolution are hereby repealed.

Resolved this 29th day of June, 2012.

SPACE FLORIDA
By: President

By: _____
Frank A. DiBello

SPACE FLORIDA
By: Its Board of Directors

By: _____
Chairman, Board of Directors

RESOLUTION

***of the* Space Florida**
Board of Directors
pertaining to its
Execution of Contracts

WHEREAS, Space Florida is an independent special district, a body politic and corporate subdivision of the State of Florida created by Chapter 2006-60, Laws of Florida, for the purpose of strengthening the state's leadership in civil, commercial, and military aerospace activity; and

WHEREAS, the legislature of the State of Florida intends Space Florida to be the single point of contact for state aerospace-related activities with federal agencies, the military, state agencies, businesses, and the private sector; and

WHEREAS, Space Florida is intended by the legislature to enable the state to emerge as a leader in the nation's new vision for space exploration and commercial aerospace opportunities, including the integration of space, aeronautics, and aviation technologies; and

WHEREAS, to ensure the effective and efficient operation and administration of Space Florida and its activities and purposes, the Board of Directors of Space Florida (the "Board") intends now to exercise powers granted to it under Section 331.310, Florida Statutes, by delegating authority to execute contracts on behalf of the Board and Space Florida.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF SPACE FLORIDA:

1. **Execution of Contracts.** Pursuant to Section 331.310, Florida Statutes, and the Resolution adopted by the Board on October 20, 2006, the Board hereby authorizes the President of Space Florida to execute and deliver contracts (whether styled as contracts, agreements, interlocal agreements, memoranda of understanding, or otherwise) that are approved from time to time by the Board; provided, however, notwithstanding the foregoing, the President of Space Florida, or in the absence of the President, the Chief Financial Officer, if specifically directed by the President, is hereby authorized to execute any such contracts on behalf of Space Florida that obligates Space Florida to a total value of $100,000.00 or less without further action or approval of the Board, and the President of Space Florida shall advise the Board at the next regularly scheduled meeting of the Board of any such contracts so executed. Furthermore, in addition to the foregoing, when expressly authorized by the Board, the President may negotiate, enter into, execute, and deliver contracts on behalf of Space Florida, but only to the extent such authority has been expressly delegated and subject fully to such parameters, restrictions, limitations, and conditions as the Board may impose.

RESOLVED **this 14th day of March, 2007.**

SPACE FLORIDA

By: Its Board of Directors

By: _____ Title: VICE-CHAIRMAN
Chair

ATTEST:

By: _____

RESOLUTION

of the

Space Florida
Board of Directors
pertaining to its
Fiscal Policy and Administrative Matters

WHEREAS, Space Florida is an independent special district, a body politic and corporate, and a subdivision of the State of Florida created by Chapter 2006-60, Laws of Florida, for the purpose of strengthening the state's leadership in civil, commercial, and military aerospace activity; and

WHEREAS, the legislature of the State of Florida intends Space Florida to be the single point of contact for state aerospace-related activities with federal agencies, the military, state agencies, businesses, and the private sector; and

WHEREAS, Space Florida is intended by the legislature to enable the state to emerge as a leader in the nation's new vision for space exploration and commercial aerospace opportunities, including the integration of space, aeronautics, and aviation technologies; and

WHEREAS, Space Florida is the successor organization to the Florida Space Authority, the Florida Space Research Institute, and the Florida Aerospace Finance Corporation; and

WHEREAS, in transitioning to being successor to those three previously-existing state agencies, Space Florida has received and undertaken all records, property, obligations, and unexpended balances of appropriations, allocations, and other funds of those now-dissolved entities; and

WHEREAS, to ensure the effective and efficient operation and administration of Space Florida and its activities and purposes, the Board of Directors of Space Florida intends now to exercise powers granted to it under Sections 331.308, 331.309, and 331.310 of Florida Statutes (as amended by Sections 8, 9, and 10 of Ch. 2006-60, Laws of Florida) by designating a treasurer, delegating authority to execute contracts on behalf of the Board of Directors and Space Florida, and approving certain fiscal policies.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF SPACE FLORIDA:

1. **Designation of Treasurer.** Pursuant to Section 331.309 of Florida Statutes, the Board of Directors designates the Space Florida employee serving as Chief Financial Officer to be the treasurer of Space Florida and to exercise the authority and fulfill the duties of the treasurer as delegated and assigned from time to time by this Board and by the laws of the State of Florida. When the position is vacant from time to time, the President of Space Florida shall be the interim treasurer.

2. **Execution of Contracts.** Pursuant to Section 331.310 of Florida Statutes, the Board of Directors authorizes the President of Space Florida to execute and deliver contracts (whether styled as contracts, agreements, interlocal agreements, memoranda of understanding, or otherwise) that are approved from time to time by the Board of Directors. Furthermore, when expressly authorized by the Board, the President may negotiate, enter into, execute, and deliver contracts on behalf of Space Florida, but only to the extent such authority has been expressly delegated and subject fully to such parameters, restrictions, limitations, and conditions as the Board may impose.

3. **Approval of Space Florida Fiscal Policies.** Pursuant to Section 331.310 of Florida Statutes, the Board of Directors approves the "Space Florida Travel and Finance Policies" attached to this resolution as Exhibit A. Articles III and IV of the Policies, pertaining to travel and expense procedures and to state travel contracts, respectively, are approved by the Board for adoption effective only if and when approved by the Chief Financial Officer of the State of Florida, as required by Subsection 331.3101(2) of Florida Statutes.

RESOLVED **this 20th day of October, 2006.**

SPACE FLORIDA

By: Its Board of Directors

By: _____ 10/20/2006
J. A. WIENDL
Joseph A. Wiendl, CFA, Vice Chair

ATTEST:

By: _____

Title: President

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EXHIBIT "D"

STATE FINANCIAL ASSISTANCE (FLORIDA SINGLE AUDIT ACT)

THE STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

SUBJECT TO SECTION 215.97, FLORIDA STATUTES:

Awarding Agency: Florida Department of Transportation
State Project Title: SPACE FLORIDA – SPACEPORT IMPROVEMENT PROGRAM
CSFA Number: 55.037
***Award Amount:** $37,800,000.00

*The state award amount may change with supplemental agreements

Specific project information for CSFA Number 55.037 is provided at: https://apps.fldfs.com/fsaa/searchCatalog.aspx

COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT:

State Project Compliance Requirements for CSFA Number 55.037 are provided at: https://apps.fldfs.com/fsaa/searchCompliance.aspx

The State Projects Compliance Supplement is provided at: https://apps.fldfs.com/fsaa/compliance.aspx

To: holly.lopenski@dot.state.fl.us

FLORIDA DEPARTMENT OF TRANSPORTATION
FUNDS APPROVAL

G1379

11/20/2018

CONTRACT INFORMATION

Contract:	G1379
Contract Type:	GD - GRANT DISBURSEMENT (GRANT)
Method of Procurement:	G - GOVERMENTAL AGENCY (287.057,F.S.)
Vendor Name:	SPACE FLORIDA
Vendor ID:	F161767788001
Beginning Date of This Agreement:	11/27/2018
Ending Date of This Agreement:	02/01/2021
Contract Total/Budgetary Ceiling:	ct = $37,800,000.00
Description:	Spaceport Launch & Landing Facility East Area Development

FUNDS APPROVAL INFORMATION

FUNDS APPROVED/REVIEWED FOR ROBIN M. NAITOVE, CPA, COMPTROLLER ON 11/20/2018

Action:	Original
Reviewed or Approved:	APPROVED
Organization Code:	55052000531
Expansion Option:	A8
Object Code:	751000
Amount:	$37,800,000.00
Financial Project:	43686319404
Work Activity (FCT):	215
CFDA:	
Fiscal Year:	2019
Budget Entity:	55100100
Category/Category Year:	088719/19
Amendment ID:	O001
Sequence:	00
User Assigned ID:	
Enc Line (6s)/Status:	0001/04

Total Amount: $37,800,000.00

Attachment E
State Audit Requirements

ATTACHMENT ____

STATE FINANCIAL ASSISTANCE (FLORIDA SINGLE AUDIT ACT)

THE STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

SUBJECT TO SECTION 215.97, FLORIDA STATUTES:

Awarding Agency:	Florida Department of Transportation
State Project Title:	SPACE FLORIDA – SPACEPORT IMPROVEMENT PROGRAM
CSFA Number:	55.037
Award Amount:	_____

Specific project information for CSFA Number 55.037 is provided at:
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