



**Request for Qualifications
For
Management Services for
Statewide Spaceport Improvement Program**

RFQ-SF-02-0-2021

Issued and Published: September 7, 2021

Due Date: October 11, 2021

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.

In accordance with Florida Statute 331.360, the Florida Department of Transportation (FDOT) is responsible to promote the development and improvement of aerospace transportation facilities to improve space transportation capacity and efficiency. FDOT provides financial assistance to Space Florida to manage projects in FDOT's 5-Year Work Program in support of Florida's Spaceport Improvement Program.

Space Florida is issuing this Request for Qualifications (the "RFQ") to select the most highly qualified Consultant. Qualification packages will be reviewed and evaluated as to qualifications to perform the services required by a Space Florida selection committee. Space Florida may select one or separate Consultants to perform services in two categories:

Category 1: Space Florida on or near the Cape Canaveral Spaceport

Category 2: FDOT at Central Office in Tallahassee

OVERVIEW

The Consultant shall provide program and project management services to support Space Florida and FDOT to support Florida's Spaceport Improvement Program). A description of the program can be found in the Florida Spaceport Improvement Program Project Handbook found on SF's website or by clicking [here](#).

The Consultants shall be selected in accordance with F.S. 287.055. The ability to perform services for each project under the continuing services contracts are limited by F.S. 287.055. If the task is

related to a project that exceeds \$4.0 million in estimated construction costs (regardless of the amount of Consultant’s fees), or if the Consultant’s fee is for a study task that exceeds \$500,000, then that those consulting services will be advertised and procured separately under F.S. 287.055 and not performed under the selected Consultant’s continuing services contract.

PURPOSE

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

PROJECT DESCRIPTION:

The Project description and scope of services 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	8/31/2021	
RFQ Posted on Space Florida’s Website and DemandStar	9/7/2021	
Question Submission Deadline	9/20/2021	12:00 Noon
Question Responses Posted	9/24/2021	NLT 2:00 PM
Qualifications Packages Due	10/11/2021	12:00 PM
Qualifications Packages Opened* and Evaluated – Contract Department	10/11/2021-10/12/2021	
Qualifications Packages Evaluated individual Selection Committee Members	10/12/2021	
Qualified short-listed firms notified	10/26/2021	
Notice of Evaluation Committee meeting for presentations by short-listed firms published in Fla. Admin. Register and on Space Florida’s website	NLT 11/3/2021	
Presentations / Interviews (Public Forum)	11/10/2021	9:00 AM
Notice of Intent to Negotiate posted on Space Florida’s website	11/12/2021	
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 September 20, 2021 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 October 11, 2021 by 12:00 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 50 pages, including text, photos, charts, resumes, glossaries and appendices. Financial Statements are excluded from the maximum page limit.
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 email 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. Prequalification by FDOT is not required for this RFQ.

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 4 months from NTP. 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.

Indicate on the letter if the vendor is submitting qualifications to provide services to:

1. Category 1: Space Florida on or near the Cape Canaveral Spaceport
2. Category 2: FDOT at Central Office in Tallahassee
3. or Both Categories 1 and 2: Space Florida and FDOT

- B. **Qualifications and Approach:** Describe the proposed team’s qualifications and experience, including key personnel, examples of similar services, and approach to this scope of services. See table below for scoring criteria/points (pts) for each category.

The remainder of this page left intentionally blank.

<p>Qualifications/Past Performance</p> <p>40 points</p>	<p>(10 pts) Describe why the Consultant is most qualified to perform the scope of services.</p> <p>(10 pts) Describe Consultant’s experience and knowledge of capital improvement programs and the FDOT Five Year Work Program and how is it applicable for this scope of services.</p> <p>(10 pts) Describe Consultant’s experience and knowledge of Florida’s Spaceport Improvement Program and spaceport development processes.</p> <p>(10 pts) Describe Consultant’s successful completion or ongoing performance of similar projects within the past five (5) years. (Submit a list of projects. Include client name, brief project description, contract amount, period of performance, and Key Personnel. Reference contact information, preferably 3, for projects of similar scope, size, and complexity.)</p>
<p>Key Personnel</p> <p>30 points</p>	<p>(10 pts) Describe the experience, qualifications, and location of the <i>appointed Program Manager</i>.</p> <p>(10 pts) Describe the experiences, qualifications, and locations of <i>other Key Personnel</i>. (Submit organizational chart, resumes, and proposed role in this project for key personnel, including any sub-consultants.) (If applicable, include a copy of current MBE Certification for consultant and any sub-consultants.)</p> <p>(10 pts) Demonstrate where and how the proposed <i>Key Personnel</i> have worked together to provide similar services.</p>
<p>Approach</p> <p>30 points</p>	<p>(10 pts) Describe Consultant’s approach to <i>General Support Services</i> as described in the scope of services.</p> <p>(10 pts) Describe Consultant’s approach to <i>Program Support Services</i> as described in the scope of services.</p> <p>(10 pts) Describe Consultant’s approach to <i>Project Support Services</i> as described in the scope of services.</p>

C. Also required, but not scored:

1. **Form of the Contract**

The form of the Contract with the Consultant 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, except price and term.

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 and previous two years audited financial statements. 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 services, 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 above to establish a short-list of the top ranked firms. Each individual scorer will total their scores (0-100) for each firm and provide a short-list ranking of the firms in the order of 1st, 2nd, 3rd, and so on. Then, all the scorer's rankings (not scores) will be averaged to establish an overall short-list ranking of the firms. For example, a firm that is ranked 1st by two scorers and 3rd by another scorer will receive a final ranking of 1.667. A firm that is ranked 1st by one scorer, 2nd by another scorer, and 3rd by another scorer, will receive an overall ranking of 2. The selection committee will select at least the top 3 short-listed ranked firms for further discussions and optional interviews or oral presentations.
2. 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 or conduct formal presentations with selected firms, should it be required or warranted in Space Florida's sole discretion. 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.

3. Space Florida, at its sole discretion, may ask any firm to make an oral presentation and/or presentation 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.
4. Space Florida reserves the right to conduct discussions with any firm who has a realistic possibility of Contract award.
5. 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.
6. Following the interviews or presentations, if conducted, 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.
7. 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.
8. 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 conduct discussions with and may 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. Discussions and 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.

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 qualifications and approach.

Scoring by the individual scorers for discussions and interview/oral presentations shall be as follows for each category:

<p>Qualifications/Past Performance</p> <p>30 points</p>	<p>(10 pts) Describe Consultant’s program management-related notable achievements. Discuss resources, methods; tools, systems, etc. that contributed to these achievements and any cost savings.</p> <p>(10 pts) Describe Consultant’s successful completion or ongoing performance of similar projects within the past five (5) years. Indicate where and how the proposed team has worked together to provide similar services.</p> <p>(10 pts) Provide examples where the Consultant has created and/or improved program processes and tools. Describe any challenges and quantify how the Consultant added value. Describe any “lessons learned”</p>
<p>Key Personnel</p> <p>30 points</p>	<p>(10 pts) Describe the experience, qualifications, and location of the <i>appointed Program Manager</i>.</p> <p>(10 pts) Describe the experiences, qualifications, and locations of the Consultant’s <i>other Key Personnel</i>.</p> <p>(10 pts) Describe the current and projected workload and availability for <i>all Key Personnel</i>. (Submit a brief description of current projects, percent commitment, and approximate completion dates.)</p>
<p>Approach</p> <p>40 Points</p>	<p>(10 pts) Describe Consultant’s approach to <i>General Support Services</i> as described in the scope of services.</p> <p>(10 pts) Describe Consultant’s approach to <i>Program Support Services</i> as described in the scope of services.</p> <p>(10 pts) Describe Consultant’s approach to <i>Project Support Services</i> as described in the scope of services.</p> <p>(10 pts) Discuss Consultant’s approach regarding quality assurance/quality control, cost-saving measures, risk mitigation, reporting, and metrics for the implementation of this scope of services.</p>

Each individual scorer will total their scores (0-100) for each firm and provide a ranking of the firms in the order of 1st, 2nd, 3rd, and so on. Then, all the scorer's rankings (not scores) will be averaged to establish an overall ranking of the firms. For example, a firm that is ranked 1st by two scorers and 3rd by another scorer will receive a final ranking of 1.667. A firm that is ranked 1st by one scorer, 2nd by another scorer, and 3rd by another scorer, will receive an overall ranking of 2.

In the event of a tie in the rankings of the firms following the Interviews/Oral Presentations, the firms will be ranked by the highest total combined score in the Approach section (40 points) to determine the highest ranking.

SF may select one or separate Consultants to perform services for:

1. Space Florida on or near the Cape Canaveral Spaceport
2. FDOT at Central Office in Tallahassee

For each of these two categories, the firm that scores the best overall ranking from the discussions and interviews/oral presentations will be the first ranked firm with which to begin negotiations of a contract.

- 1. Space Florida:** The Consultant will be primarily engaged to augment SF staff resources and provide qualified personnel directly to SF *on or near the Cape Canaveral Spaceport*. The Consultant shall provide their own offices and equipment. The services are expected to vary week-to-week but average about 40-60 hours total per week for program management support and about another 60-80 total hours per week for project support for grant-related administration and oversight. Additional program management expertise is expected to be needed from time-to-time as requested.
- 2. FDOT:** The Consultant will be primarily engaged to augment FDOT staff resources and provide qualified personnel directly to the Spaceports Office *at FDOT Central Office in Tallahassee*. FDOT may provide office space and equipment. The services are expected to vary week-to-week but average about 24-30 hours total per week for project management and administrative support. Additional project management expertise is expected to be needed from time-to-time as requested.

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)

**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: _____

PURSUANT TO SECTION 287.135, FLORIDA STATUTES, A COMPANY THAT IS ON THE SCRUTINIZED COMPANIES THAT BOYCOTT ISRAEL LIST, CREATED PURSUANT TO SECTION 215.4725, FLORIDA STATUTES IS PROHIBITED FROM SUBMITTING A PROPOSAL FOR, OR ENTERING INTO OR RENEWING A CONTRACT WITH AN AGENCY OR LOCAL GOVERNMENTAL ENTITY, FOR GOODS OR SERVICES FOR ANY AMOUNT. A COMPANY MAY NOT BID ON, SUBMIT A PROPOSAL FOR, OR ENTER INTO OR RENEW A CONTRACT FOR GOODS OR SERVICES OF \$1 MILLION OR MORE IF THE COMPANY IS ON EITHER 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, 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 THAT BOYCOTT ISRAEL LIST, 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 SUCH COMPANY TO CIVIL PENALTIES, ATTORNEY’S FEES, AND/OR COSTS AND TERMINATION OF THE CONTRACT AT THE OPTION OF THE AWARDING GOVERNMENTAL ENTITY.

CERTIFIED BY: _____, <i>PRINT NAME</i> <i>PRINT TITLE</i>
WHO IS AUTHORIZED TO SIGN ON BEHALF OF THE ABOVE REFERENCED COMPANY.
Authorized Signature: _____.

ATTACHMENT A
SCOPE OF SERVICES

ATTACHMENT “A”

SCOPE OF SERVICES FOR MANAGEMENT SERVICES FOR STATEWIDE SPACEPORT IMPROVEMENT PROGRAM

PROJECT DESCRIPTION: The purpose of this Scope of Services is to facilitate spaceport planning and development in Florida.

PROJECT OVERVIEW: The Consultant shall provide program and project management services to support Space Florida (SF) and the Florida Department of Transportation (FDOT) for Florida’s Spaceport Improvement Program (SIP). The Consultant shall not be responsible for contracting for, providing, or procuring planning, design, or construction services. A description of the SIP can be found in the Florida Spaceport Improvement Program Project Handbook found of SF’s [website](#) or by clicking [here](#).

The Consultant will perform program and project management services as an extension of staff to SF and/or FDOT. SF may select one or separate Consultants to perform services for:

- 1. Space Florida:** The Consultant will be primarily engaged to augment SF staff resources and provide qualified personnel directly to SF *on or near the Cape Canaveral Spaceport*. The Consultant shall provide their own offices and equipment. The services are expected to vary week-to-week but average about 40-60 hours total per week for program management support and about another 60-80 total hours per week for project support for grant-related administration and oversight. Additional program management expertise is expected to be needed from time-to-time as requested.
- 2. FDOT:** The Consultant will be primarily engaged to augment FDOT staff resources and provide qualified personnel directly to the Spaceports Office *at FDOT Central Office in Tallahassee*. FDOT may provide office space and equipment. The services are expected to vary week-to-week but average about 24-30 hours total per week for project management and administrative support. Additional project management expertise is expected to be needed from time-to-time as requested.

Term and Limits: Each selected Consultant will enter into a contract with SF for a three (3) year initial period with two (2) optional one (1) year extensions, for a total of five (5) possible years.

TASKS:

A. General Support Services For Program and Project Support

The Consultant shall provide general support services, which include:

1. General Support
 - a. Supplying a team knowledgeable of capital improvement management, FDOT Five Year Work Program, and spaceport development processes at the Cape Canaveral Spaceport, Cecil Spaceport, Space Coast Regional Air & Spaceport and other spaceport territories.

- b. Providing an appointed Program Manager who will be the primary point of contact for the Consultant for the scope, schedule, and staffing coordination and performance of the management services.
- c. Staffing administrative support capable of performing tasks with a high level of independence.
- d. Assigning experienced personnel responsible for quality control and assurance.
- e. Providing personnel capable of obtaining access to Kennedy Space Center, Cape Canaveral Space Force Station, and other spaceport-facilities as needed.
- f. Assigning experienced personnel who are capable of proactively coordinating with stakeholders for the successful implementation of the SIP in a timely and responsive manner including FDOT, NASA, United States Space Force, spaceport partners, the aerospace industry, and federal, state, and local agencies.
- g. Proving team members experienced with technology applications for project management, data management, workflows, analytics, and reporting.
- h. Utilizing “agile” management principles.
- i. Performing other extension of staff and management services as necessary.

2. Deliverables

- a. Activity Report (monthly) – submit with monthly invoice and include a summary of monthly activities and completed deliverables to substantiate the request for payment.
- b. General deliverables (as required) including letters, progress reports, deliverable packages, presentations, graphics, training materials, funding requests, scopes, procedures and processes, manuals, handbooks, publications, web pages, work plans, schedules, budgets, checklists, and other written documentation related to the SIP and its projects.
- c. Other deliverables as requested or described above

B. Program Support Services

The Consultant shall provide program support services, which includes:

1. General

- a. Coordinating the development, assessment, and programming of spaceport projects identified as part of the Florida Spaceport System Plan and spaceport master plans.
- b. Preparing, reviewing, and coordinating scopes of work, budgets, and schedules.
- c. Conducting program meetings including agenda development, materials, logistics, meeting facilitation, and participation of persons with special expertise as needed.
- d. Providing services for special assignments of short duration.
- e. Developing and implementing spaceport related program requirements and guidance.
- f. Providing general quality control and assurance required for the master joint participation agreement including communications with FDOT and SF staff, review of project delivery and implementation efforts, and attending task work order status meetings.
- g. Communicating and coordinating program information.
- h. Performing other activities not specifically identified in this task but consistent with this task’s purpose and intent.

2. Data Management / Applications

- a. Actively developing and implementing value-added solutions and applications.
- b. Leading processes improvements and developing future tools for managing the program.
- c. Utilizing Microsoft Office 365 for business collaboration and apps for analytics, workflow, online forms, publications, presentations, data/lists management, task management, scheduling, templates, flowcharts, and other tools to effectively manage the program.
- d. Utilizing Microsoft Teams or equivalent for video calls/conferences including dial-in audio conferencing.
- e. Organizing, maintaining, and improving Space Florida's web-based project management tools, for real-time, cloud-based data management with capabilities for reporting and graphical visualization for project information, budgets, forecasts, schedules, deliverables, and actions. Currently, SF primarily uses Microsoft Sharepoint, Microsoft Power BI, Microsoft Power Apps, Google APIs, and BOX.com for these tools.

3. Financial Management

- a. Collecting, analyzing, and publishing project financial information including budget, commitments, expenditures, projections, percent complete, and balance to finish using earned value management. Make reports available real-time online.
- b. Preparing monthly cost reports for projects and the overall program and projects.
- c. Preparing monthly Key Performance Indicator (KPI) reports.

4. Status Review Meetings

- a. Organizing and leading weekly (or bi-weekly) program review status in person or video conferences with SF, FDOT, and others to review project issues, forecasts, and two-week and quarterly look-ahead schedules. Distribute agenda at least one business day prior to each review meeting.
- b. Conducting monthly program review with SF to review financial and KPI reports. Distribute reports at least one business day prior to each review meeting.

5. Deliverables

- a. Financial and KPI Reports (monthly)
- b. Agendas for Project Status meetings (weekly)
- c. Spaceport Improvement Program Project Priorities List (annually or as required) - update including project descriptions, schedules, budgets, milestones, deliverables, contacts, and lease and funding requirements for active and planned projects.
- d. Other deliverables as requested or described above.

C. Project Support Services

The Consultant shall provide project support services, which includes:

1. General

- a. Preparing and tracking grant agreement and task work orders.
- b. Performing project management activities including coordination of work task activities such as:
 - managing third party contracts,
 - identifying and planning project deliverables/milestones,

- scheduling task work orders,
 - preparing progress reports, and
 - preparing invoices.
 - communicating and coordinating project information.
- c. Refining and maintaining project files and tracking systems for projects and executed contracts.
 - d. Developing and maintaining a process for invoice review, approval, and processing to assure timely billing and payments.
 - e. Monitoring progress of project deliverables and review submitted project deliverables for consistency, completeness, and timeliness per contracts or task work orders.
 - f. Coordinating project related meetings and prepare meeting minutes as appropriate.
 - g. Performing other activities not specifically identified but consistent with this task's purpose and intent.

2. Project/Grant Agreements Oversight and Administration

- a. Overseeing and assuring compliance with agreement requirements and facilitating progress for successful project completion.
- b. Monitoring budgets, schedules, quality, scope and deliverables, and ensuring project objectives are met.
- c. Organizing and leading weekly (or bi-weekly) active projects status meetings (in person or via video conference) and periodic project-specific meetings. Distribute agenda at least one business day prior to each meeting. Provide meeting minutes for all project-specific meetings within 5 business days of meeting.
- c. Conducting project-specific site visits and completing site visit progress reports including photos. Reports are due within 5 business days of visit.
- d. Preparing quarterly reports required for project-specific grants agreements. Reports are due within 15 days of the end of each quarter.
- e. Providing detailed analysis review of scope, schedules of values, and supporting documentation.
- f. Reviewing third party deliverables, reports, and work plans.
- g. Reviewing third party invoices, verifying invoice supporting documentation, and coordinating with third parties on required additional information or supporting documentation that may be required.
- h. Preparing documents and packages for SF and/or FDOT final review and approval.
- i. Preparing certifications and forms required for project-specific grants agreements.
- j. Facilitating review and approvals that are conducted on behalf of SF by other parties.
- k. Coordinating with Space Force, NASA and other entities for review and approvals including preparing work support requests and approval requests.

3. Deliverables:

- a. Active projects status meetings agendas (weekly)
- b. Project-specific meeting agendas and minutes (as required)
- c. Site visit progress reports (periodically, typically monthly)
- d. Quarterly reports for each active grant-funded project (quarterly)
- e. Project-specific meeting minutes (as required)
- f. Certifications and forms (as required)

- g. Correspondence for reviews and approvals (as required)
- h. Other deliverables as requested or described above

ATTACHMENT B
FORM OF THE CONTRACT

AGREEMENT NO.:
between
SPACE FLORIDA
and

This **Agreement** (“Agreement”) is entered into on _____, 2021, (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 authorized to do business in Florida.

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 Joint Participation Agreement FM #435257-1-14-04 with the Florida Department of Transportation (“FDOT”) dated June 20, 2019 (with all amendments), TWO 01 dated September 26, 2019 (with all amendments), and TWO 02 dated June 23, 2020 (with all amendments), attached as combined Attachment “D” (“FDOT JPA”), under which Space Florida will receive funding from FDOT to facilitate the project known as “**Statewide Spaceport Program Development**” (the “Project”).

Whereas, Space Florida issued _____ “Request for Qualifications for _____” for the Project (the “RFQ”), soliciting responses from multiple professional Companies 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 _____ 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 _____ (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 JPA.
 - b. This is a Time and Material (T&M) type Agreement. Company shall provide all materials, supplies, labor, services, transportation, tools, equipment, and parts to perform the services described in **Attachment B**. The overall compensation or this Agreement shall not exceed _____ (\$ _____). Costs and expenses for Time and Materials above the Not to Exceed amount shall be paid by the Company.

All labor shall be billed on a T&M basis utilizing the T&M rates identified in **Attachment C** “ _____ ”. Invoiced hours shall be subject to Space Florida review and approval before payable.

The Company shall notify the Space Florida in writing whenever it has reason to believe that the costs the Company expects to incur under this Agreement in the following 60 days, when added to all costs previously incurred, will exceed 75 percent of the cost specified herein; or the total cost for the performance of this Agreement will be either greater or substantially less than had been previously indicated. As part of the notification, the Company shall provide Space Florida a revised estimate of the total cost of performing this Agreement.

Space Florida is not liable for any costs above the Not to Exceed amount, and the Company is not obligated to continue performance under this Agreement (including actions under the Termination clause of this Contract) or otherwise incur costs in excess of the Not to Exceed amount specified herein, until Space Florida Contracts notifies the Contractor in writing through an amendment to the Agreement that the Not to Exceed amount has been increased.

- c. Invoicing.
 - i. Company shall invoice SF monthly for all services provided after the Effective Date under this Agreement. All invoices and Deliverables shall be submitted in detail in a form acceptable to SF for all services provided after the Effective Date under this Agreement. Company shall submit the invoices and Deliverables electronically, confirmed returned receipt, to SF Accounting at accounting@spaceflorida.gov with a cc to SF Contracts at contracts@spaceflorida.gov and the SF Project Manager, _____ at _____.
 - ii. The portion of the invoice setting forth the cost(s) for the services rendered shall specify for each entry a description of the service performed, the date such service was performed, the person performing the services, and the amount of time expended therefor.
 - iii. The portion of the invoice setting for the expenses to be reimbursed shall contain an itemization of all such expense, the date each expense was incurred, and the amount of such expense. Company shall submit appropriate receipts and other evidence supporting the expense.
 - iv. Each invoice shall be deemed to warrant that the invoice sets forth only the actual time spent and only the actual expenses incurred. SF shall be entitled to rely on this warranty.
- 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. This Agreement does not involve the purchase of Tangible Personal Property, as defined in Section 273.02 Florida Statutes.
- f. Space Florida shall make payment to Company within thirty (30) days of receipt of a proper invoice.
- g. 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.
- h. 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.
- i. 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, 321-730-5301 xx_____.

b. Contact person(s) for Space Florida:
SF Contracts

contracts@spaceflorida.gov

c. Accounting for Space Florida

accounting@spaceflorida.gov

d. Contact person(s) for the Company:

Title, Name **email**

Company Name

Company Address

Contact Phone number

7. Federal, State, and Local Laws. Company is familiar with and shall comply with all applicable federal, state and local laws, rules, regulations, and requirements, including NASA, US Air Force, and US Navy 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** – Not -to-Exceed Rate Negotiations
 - d. **Attachment D** – FDOT JPA. Company shall comply with all terms, conditions, and requirements of the FDOT JPA.
 - 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. Confidential Proprietary Information.
 - a. Space Florida shall comply fully with (i) the protections in Sections 288.075 and 812.081 of the Florida Statutes and other law applicable to the Company pertaining to proprietary confidential business information and trade secrets, and (ii) the exemption of proprietary confidential business information and trade secrets from the disclosure requirements in Florida’s public-records laws in Sections 288.075 and 815.045 of the Florida Statutes. However, as provided by law, the foregoing obligations of Space Florida are contingent on (i) strict compliance by the Company of identifying all records containing proprietary confidential business information before the records come into possession by Space Florida (ii) strict compliance by the Company with the requirements of a trade-secret owner to identify all records containing its trade secrets before the records come into possession by Space Florida, and (ii) the Company assertion that “proprietary confidential business information” meets the definition in Section 288.075 and “trade secrets” meet the definition in Sections 688.002 and 812.081.
 - b. In the event Company has access to third any party proprietary information, Company will enter into Non-Disclosure Agreements with the third party individually and provide a copy of the Non-Disclosure Agreement to Space Florida prior to accessing the third party’s work.
13. Counterparts; 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.
14. Electronic Signature. The parties agree that this Agreement may be executed by electronic signature, which shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature. For purposes of this Agreement “electronic signature” includes faxed versions of an original signature, electronically scanned and transmitted versions (via pdf) of an original signature, and portable document formats which include but are not limited to, Adobe or DocuSign.
15. 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: _____
Name: Denise Swanson
Title: CFO/CAO

By: _____
Name: _____
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. 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 their officers and employees to the fullest extent permitted by law from and against all claims, damages, losses, and costs, including but not limited to reasonable attorneys' fees to the extent caused by the negligence, recklessness, or intentional wrongful conduct of the Company and any other persons employed or utilized by the Company in the performance of this Agreement. The provisions of this paragraph shall survive the expiration or earlier termination of this Agreement.
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 and Limitation of Liability. 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. Company shall also purchase, maintain, and keep in full force, effect and good standing, a professional liability/errors and omissions insurance policy having minimum limits of One Million Dollars (\$1,000,000.00), with a maximum deductible of One Hundred Thousand Dollars (\$100,000.00). The errors and omissions policy shall be in effect and shall insure against the Company's negligent acts, errors or omissions relating to the services performed under this Agreement. Company shall include SF as an additional insured under the policy terms and conditions.
 - d. 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.
 - e. 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.
 - f. 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.
 - g. 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.
 - h. 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, except for Company's internal communication documents (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 subcompanys 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 subcompanies' 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 6. 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 7.c. until such delivery pursuant to methods (1)-(3) above shall be deemed to have been received pursuant to Subsection 7.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 7.
- c. Subject to Subsection 7.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 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. Auditing Records.

- a. Company shall retain and maintain all records related to the Scope of Services provided under this Agreement, and shall and make such records available for an audit as may be requested. Records may include independent auditor working papers, books, documents, and other evidence, including, but not limited to, vouchers, bills, invoices, requests for payment, 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 the Scope of Services under this Agreement. 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, Office of the Chief Inspector General, SF, or other personnel authorized by the Florida Department of Economic Opportunity and copies of the records shall be delivered to the Florida Department of Economic Opportunity upon request.
- b. To the extent applicable, Company shall comply with the audit requirements of Sections 215.97 and 17.03 of the Florida Statutes and those found in **Attachment B**, Audit Requirements.
- c. Company shall preserve all contract records for the entire term of this Agreement and for five years after the later of: (i) the date of submission of the final project report, or (ii) until all claims (if any) regarding the Agreement are resolved.

13. 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.

14. 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 14, this Section 14 shall be null and void without further action of the parties.
15. 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.
16. 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.
17. 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.
18. 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.
19. 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.
20. 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.
21. 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
22. 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.
23. 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."

24. 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.
- c. 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

Attachment C
Not-to Exceed Rates

Attachment D

FDOT Joint Participation Agreement

FM # 435257-1-14-04	Fund: NA Activity: 215	FLAIR Appropriation: 088719
Agency: Space Florida	CSFA No.: 55.037	FLAIR Obj.: 751000
Contract No: G1B16	CSFA Title: Space Florida – Spaceport Improvement Program	Org. Code: 55302000948
	Contract Amount: Total Maximum Limiting Amount Not to Exceed Amount Specified in Task Work Orders	Vendor No.: F161 767 788 001

JOINT PARTICIPATION MASTER AGREEMENT
BETWEEN
FLORIDA DEPARTMENT OF TRANSPORTATION
AND
SPACE FLORIDA

20th THIS JOINT PARTICIPATION MASTER AGREEMENT (“Agreement”), is entered into this day of June, 2019, between the STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION, an agency of the State of Florida (“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 (“SPACE FLORIDA”).

RECITALS

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 Section 334.044(32), Florida Statutes.

- A. The Project (as defined below) is contained in the adopted FiveYear Work Program of the DEPARTMENT.
- B. The parties mutually agree that it is in their joint best interest to facilitate the Aerospace Transportation Project known as “Statewide Spaceport Program Development” in Fiscal Year 2019 and future years, said Project being known as FM #435257-1-14 and more specifically described in Exhibit “A” and hereinafter referred to as the “Project.”
- C. 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.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants in this Agreement, 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 and shall expire five years after the last date of execution. 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, if any, to enable SPACE FLORIDA to provide the necessary services for completion of the Project.

2.05 Activity Reports: Upon issuance of a Task Work Order ("TWO"), 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 Department Participation:

3.01 Task Work Order Assignments:

- (a) The DEPARTMENT will issue specific TWOs that will contain independent scopes of services, deliverables, periods of performance, and methods of compensation. Each TWO shall be signed by both the DEPARTMENT and SPACE FLORIDA. Any alteration to any TWO must be in writing, signed by the DEPARTMENT and SPACE FLORIDA.
- (b) Each TWO issued by the DEPARTMENT to SPACE FLORIDA will commence on written notice from the DEPARTMENT and acceptance of the TWO by SPACE FLORIDA. Executed TWOs will be completed within the time period specified in each TWO assignment and the TWO cannot extend past the expiration date of this Agreement. All project related costs performed under this contract will be completed by the expiration of this Agreement.
- (c) The DEPARTMENT and SPACE FLORIDA agree in advance on the terms and conditions of this Agreement which will be a part of each TWO issued under this Agreement. The DEPARTMENT and SPACE FLORIDA agree the provisions of this Agreement shall apply to all TWO's entered into on or after the effective date of this Agreement.

3.02 Cost Incurred for the Project: SPACE FLORIDA shall charge to the Project account only eligible costs of the Project. The DEPARTMENT agrees to reimburse SPACE FLORIDA for eligible Project related costs as described in specific separate TWOs.

- (a) SPACE FLORIDA agrees to bear all expenses in excess of DEPARTMENT participation and any deficits involved.
- (b) Space Florida's administrative, general overhead, and operational costs are not eligible costs of the Project and will not be paid by the DEPARTMENT.
- (c) 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.
- (d) Bills for travel expenses specifically authorized under each TWO shall be submitted on the DEPARTMENT's Travel Form No. 300-000-01 and will be paid in accordance with Section 112.061, Florida Statutes and the most current version of the Disbursement Handbook for Employees and Managers.

3.03 Requisitions and Payments:

- (a) SPACE FLORIDA shall provide quantifiable, measurable, and verifiable units of deliverables. Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion. The Project, identified as Project Number 435257-1-14, and the quantifiable, measurable, and verifiable units of deliverables shall be listed and described in each TWO.
- (b) Invoices shall be submitted by SPACE FLORIDA in detail sufficient for a proper pre-audit and post-audit based on the quantifiable, measurable and verifiable units of deliverables as established in each TWO. Deliverables must be received and accepted in writing by the DEPARTMENT's Project Manager or designee prior to reimbursements.
- (c) 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 based on the criteria for evaluating successful completion as specified in the TWO was met.

- (d) 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, Florida Statutes. 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.
- (e) SPACE FLORIDA should be aware of the following time frames. Inspection and approval of goods or services shall take no longer than 20 days. 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, 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 (1) dollar will not be enforced unless SPACE FLORIDA requests payment. Invoices that have to be returned to SPACE FLORIDA because of SPACE FLORIDA 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 parties who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.

- (f) Records of costs incurred under the 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 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.

3.04 Limits on DEPARTMENT Funds: Project costs eligible for DEPARTMENT participation will be allowed only after the effective date of this Agreement until the expiration of this Agreement, and more specifically, from the date of full execution of the TWO associated with said Project costs. 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 3.05 and 3.06 of this Agreement;
- (c) Approval of all services and other obligating documents and all other terms of this Agreement; and
- (d) No work performed prior to the effective date or subsequent to the expiration date of this Agreement is eligible for reimbursement.

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

3.06 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 Section 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."

3.07 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 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 State of Florida 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:
 - i. 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.
 - ii. 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.
 - iii. 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 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).

- iv. 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, Florida 32399-0405
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

- v. 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.
- vi. 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.
- vii. 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.

viii. 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 State of Florida 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 State of Florida 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, costs which are outside of the scope of services for the Project, and costs attributable to goods and services received under a contract or other arrangements which have not been approved in writing as required by the DEPARTMENT.

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. All work in progress will become the property of Space Florida.

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 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 consultant, vendor, or contractor 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 contract, consultant, vendor, or contractor, specifying the nature of the objection and what action would make the contract, consultant, vendor, or contractor acceptable to the DEPARTMENT. If the DEPARTMENT does not give notice to SPACE FLORIDA objecting to the contract or consultant, vendor, or contractor, specifying the nature of the objection, and what action would make the vendor or contract acceptable to the DEPARTMENT within said thirty (30) calendar day period, the contract, consultant, vendor, or contractor 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.

10.00 Restrictions, Prohibitions, Controls and Labor Provisions:

10.01 Equal Employment Opportunity: In connection with the 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 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.

10.03 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.

10.04 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.

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

10.06 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 under this Agreement to any third parties.

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 associated with each TWO, 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.

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
Wayne Lambert
Spaceport Development Manager
605 Suwannee St., M.S. 46
Tallahassee, FL 32399-0450
Florida Department of Transportation
PH: (850) 414-4513
wayne.lambert@dot.state.fl.us

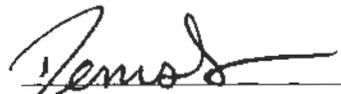
SPACE FLORIDA

Space Florida
505 Odyssey Way
Exploration Park, FL 32953
Attn: Desiree Mayfield, Contracts Manager
P: (321) 730-5301 ext. 250
F: (321) 730-5307
E-mail: dmayfield@spaceflorida.gov

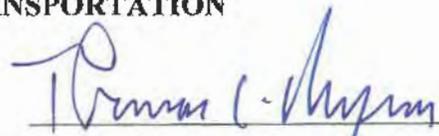
The remainder of this page intentionally left blank.

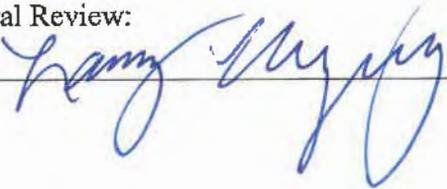
IN WITNESS WHEREOF, the parties have executed this Agreement on the date(s) below.

SPACE FLORIDA

By: 
Name: Denise Swanson
Title: Chief Financial Officer
Date: 06/19/19

**STATE OF FLORIDA, DEPARTMENT OF
TRANSPORTATION**

By: 
Name: Thomas C. Byron
Title: Asst. Sec. for Strategic Development
Date: 6/20/2019

Legal Review: 

See attached Encumbrance Form for date of
funding approval by Comptroller

EXHIBIT "A"
SCOPE OF SERVICES FOR

Statewide Spaceport Program Development

Financial Project Number - 435257-1-14

This exhibit forms an integral part of that certain Joint Participation Agreement between the DEPARTMENT and SPACE FLORIDA referenced by the above Financial Project Number.

Purpose

The purpose of this Project is to facilitate spaceport planning and development in Florida. Section 331.360, F.S., states "it shall be the duty, function, and responsibility of the DEPARTMENT to":

- Address intermodal requirements and impacts of launch ranges, spaceports, and other space transportation facilities.
- Coordinate and cooperate in the development of spaceport infrastructure and related transportation facilities contained in the Strategic Intermodal System Plan.
- Encourage the cooperation and integration of airports and spaceports in order to meet transportation-related needs.
- Enter into a joint participation agreements with, or otherwise assist, SPACE FLORIDA as necessary and DEPARTMENT may allocate funds for such purposes in its work program. Administrative or operational costs of SPACE FLORIDA may not be funded by the DEPARTMENT.

This Project provides financial assistance to SPACE FLORIDA in order to comply with the requirements of s. 331.360, F.S. Through the issuance of Task Work Orders (TWO), SPACE FLORIDA will perform tasks to implement the *Florida Spaceport System Plan*, the *Cape Canaveral Spaceport Master Plan*, and the *Cecil Spaceport Master Plan*. Consistent with the purposes as stated hereinabove, TWOs may be issued for the following:

A. General Services

1. General planning, policy, financial, and engineering, technical analyses in all areas of aerospace, spaceport development, and spaceport operations.
2. Project management, production, and coordination for all tasks and work activities assigned, including: sub-consultant task; prepare task scopes of services and effort estimates; attend task related meetings; and prepare periodic progress reports, technical memoranda, and other required documentation.
3. Policy and economic analyses of proposed changes to Florida Statutes and administrative rules.

4. Publications, procedures, training and presentation materials, and assist in actual training activities as required.
5. Presentation materials.
6. Geographic Information Systems (GIS) tasks, which may include, but are not limited to: maintenance GIS applications, application development and programs; data editing; data processing; and map production.
7. Graphics support, graphic materials, and public service announcements.
8. Statistical, economic and planning analyses to develop specific data, reports, and recommendations. Collecting data and performing cost benefit analyses.
9. Program management related documents development such as project plans, handbooks, and manuals.

B. Spaceport Program and Project Development

1. Engineering reviews of design drawings and specifications for spaceport projects for consistency with federal standards, applicable master plans, and the Florida Spaceport System Plan.
2. Coordination with the DEPARTMENT, sub-consultants, and other entities, as appropriate, in developing scopes of services, level of effort estimates, and contract provisions for various studies and activities, including estimated staffing requirements, project schedules, deliverables, and estimated costs for these work efforts.
3. Site analysis, including
 - explosive siting,
 - ground safety,
 - related spaceport hazards, and
 - licensing and permitting.
4. Environmental assessments and reviews.
5. Program support relating to spaceport:
 - a. Joint Participation Agreements
 - b. DEPARTMENT work program
 - c. Fiscal issues
 - d. Policies and procedures
 - e. Guidance to the DEPARTMENT, sub-consultants, and other entities.
 - f. Spaceport system plan and spaceport master plan implementation

6. Project feasibility assessments and best practices identification.
7. Aerospace and spaceport program and project support, including project monitoring and control activities for projects funded in whole or part by the DEPARTMENT. TWOs may be issued to:
 - a. Assist SPACE FLORIDA and DEPARTMENT with monitoring construction project budgets, schedules, quality, performance metrics and deliverables, and ensuring project objectives are met.
 - b. Perform project inspection oversight, including materials and equipment and site inspections.
 - c. Perform in-progress reviews; assist with review of project submittals; review invoice backup and supporting documentation; review procedures; and project work plans.
8. Recommendations on best practices to the DEPARTMENT and SPACE FLORIDA on enhancing spaceport operations, security, and safety.
9. Training and presentation materials and assist in actual training activities as required.
10. Facilitate and provide staff support to special groups and meetings that analyze and make recommendations on spaceport issues significant to the State.

C. Economic Development and Financial Services

1. Economic impact analysis and support for economic aspects of aerospace and spaceport related transportation programs.
2. Financial services such as cost and eligibility reviews, risk analysis, program and project management. Financial services such as financial model review and development, pro formas, value for money and financial calculations such as internal rate of return.
3. Project feasibility analysis and technical support. Analysis may include cost savings analysis, return on investment analysis, or cost benefit analysis, as appropriate.
4. Project prioritization reviews.

EXHIBIT "B"

METHOD OF COMPENSATION

1.0 PURPOSE:

This exhibit defines the method and limits of reimbursement to SPACE FLORIDA for the Project set forth in Exhibit A and the method by which payments shall be made.

2.0 ASSIGNMENT OF WORK:

The DEPARTMENT shall request SPACE FLORIDA services on an as-needed basis. Services to be provided on each TWO will be initiated and completed as directed by the Project Manager. A TWO will be issued for each project scheduled.

3.0 COMPENSATION:

There is no budgetary ceiling for this Agreement. Funds will be encumbered for each TWO. This is a term contract for an indefinite quantity whereby SPACE FLORIDA agrees to furnish services during a prescribed period of time. The specific period of time completes such a contract. The DEPARTMENT will authorize services based on need and availability of budget. Execution of this Agreement does not guarantee that the work will be authorized.

4.0 ESTABLISHMENT OF TWO AMOUNT:

For each TWO, SPACE FLORIDA shall, following the Scope of Services as set forth in Exhibit "A", prepare an estimate of work, the cost for such work, and allowable expenses. **Once an acceptable Maximum Amount has been agreed upon by SPACE FLORIDA and the DEPARTMENT'S Project Manager, a TWO shall be issued by the DEPARTMENT'S Project Manager. The DEPARTMENT'S Project Manager shall obtain fund approval for each authorization prior to issuing the TWO.** All work authorizations shall be completed within the term of this Agreement.

4.1 Summary of Compensation:

The Department shall reimburse Space Florida for costs incurred to perform services satisfactorily during a billing period in accordance with the Scope of Work, Exhibit "A" and the applicable task work order. Reimbursement is limited to the maximum amount authorized by the Department. This Agreement does not involve the purchase of Tangible Personal Property, as defined in Section 273.02 Florida Statutes.

4.2 Details of Compensation:

4.2.1 Space Florida shall submit a request for reimbursement on a monthly or

quarterly basis, or such other schedule as agreed by the parties. The submission shall include an invoice (1 copy), an itemized expenditure report, and a progress report for the period of services being billed in a form acceptable to the Department. Space Florida shall provide any other data required by the Department to justify and support the requested payment.

4.2.2 Invoices shall be submitted to:

Florida Department of Transportation
Attn: Wayne Lambert, Spaceport Development Manager
Aviation and Spaceport Office
605 Suwannee Street, MS 46
Tallahassee, FL 32399-0450

EXHIBIT "C"
SPACE FLORIDA Board Approval of Project



**Space Florida Board of Director Meeting
September 11, 2018
Contracts for Approval**

1. **Launch Complex 20:** Space Florida requests ratification for a Right of Entry for Space Launch Complex 20 (SLC-20) and approval for management to complete negotiations for a long-term lease with the Airforce.
2. **United Launch Alliance SLC-41/FDOT:** Space Florida requests board approval to complete negotiations and enter agreement with FDOT in the amount of up to Ten Million Dollars (\$10,000,000) for fifty percent (50%) reimbursement of FDOT determined eligible investment for project activities.

Additionally, management requests board approval to complete negotiations and enter agreement with ULA to fund up to Ten Million Dollars (\$10,000,000) for fifty percent (50%) of FDOT determined cost reimbursement for project related infrastructure improvements, the investment of a minimum of One Hundred Thirty-Five Million Dollars (\$135,000,000) and anticipated retention of One Hundred Forty (140) jobs with an estimated average annual salary of One Hundred Five Thousand Dollars (\$105,000).

3. **Space Florida's Facility Operations and Maintenance:** Space Florida requests approval to negotiate and enter agreements associated with Exploration Park, the SLSL, Landing, Launch and Storage Facilities for facility and property management activities with EnSCO, SC Jones, Brevard Achievement Center, CSS-Dynamac, Washington Consulting Group, NASA-KSC, 45th Space Wing, Department of Military Affairs, Florida Municipal Insurance Trust, CMIT, Eastern Aviation Fuels, and Rush Construction, Inc., for premise fees, operations and maintenance, utilities, insurance, property management and service commodity needs at market terms up to a total aggregate amount of Eight Million, Thirty-Thousand Dollars (\$8,030,000).

Additionally, Space Florida requests board approval for management negotiations and contract activities with tenant subleases and related tenant needs associated with the described facilities at market terms for Fiscal Year 2019.

4. **Blue Origin's Rocket Testing & Refurbishment Facility/FDOT (Revised Request):** During the June 20, 2018 Board Meeting, Space Florida briefed the Board regarding FDOT/Blue Origin project related efforts in the amount of Three Million Four Hundred Thousand Dollars (\$3,400,000). Space Florida wishes to revise the original request in conjunction with the companies expanded investment and respective spaceport program funding eligibility as follows:

Space Florida requests approval to negotiate and enter agreement with FDOT in the amount of Four Million Four Hundred Thousand Dollars (\$4,400,000) for fifty percent

SPACE FLORIDA



(50%) reimbursement of FDOT determined eligible investment project activities in conjunction with the Blue Origin Rocket Testing & Refurbishment Facility.

Additionally, management requests board approval for management negotiations and contract activities with Blue Origin in the amount of up to Four Million Four Hundred Thousand Dollars (\$4,400,000) for 50% of FDOT determined eligible cost reimbursement, to commit to investing a minimum of Sixty Million Dollars (\$60,000,000) in the facility and to create approximately fifty (50) jobs, with an estimated annual wage of Ninety-Five Thousand Dollars (\$95,000).

5. **Common Use Infrastructure Helium Pipeline/FDOT:** Space Florida requests board approval to negotiate and enter agreement with FDOT in the amount of up to Ten Million Dollars (\$10,000,000) for 100% reimbursement of eligible investment costs; and to negotiate and enter agreement with Blue Origin for the required construction related activities and project related private investment of at least Ten Million Dollars (\$10,000,000).

6. **Spaceport Planning and Engineering Support Services/FDOT (Revised Request):** During the June 20, 2018 Board Meeting, Space Florida briefed the Board regarding FDOT 2019 Spaceport Planning and Engineering/Contractors. Space Florida wishes to revise the original request based on determinations associated with related demand increase for infrastructure at the Cape Canaveral Spaceport to the following:

FDOT 2019 Spaceport Planning and Engineering/Contractors: Space Florida requests board approval for management to negotiate and enter agreement with FDOT in the amount of up to Six Million Five Hundred Thousand Dollars (\$6,500,000) for 100% of eligible reimbursement as part of Program Year 2019 Spaceport Master Planning efforts.

Additionally, management requests board approval for management to negotiate and enter agreement with AECOM, BRPH, RS&H and their subcontractors for general planning, construction support and engineering services in the amount not to exceed Six Million Five Hundred Thousand Dollars (\$6,500,000) for 2019 Spaceport Master Planning efforts.

SPACE FLORIDA

Minutes of a Regular Meeting of the Space Florida Board of Directors

A Regular meeting of the Space Florida Board of Directors was September 11, 2018 at the Intercontinental Hotel, Miami, FL.

BOARD MEMBERS PRESENT:

Jesse Biter
Greg Celestan
William Dymond (Chairman)
Barbara Essenwine
Mori Hosseini (Phone)
Belinda Keiser (Phone)
John Road
Jason Steele
Andrew Weatherford

SPACE FLORIDA SENIOR MANAGEMENT PRESENT:

Frank DiBello
Howard Haug
Jim Kuzma
Denise Swanson

AGENDA:

- I. Call to Order and Pledge of Allegiance
- II. Roll Call
- III. Welcome & Introductions
- IV. Public Comments
- V. Business Before the Board
 1. Approval of Minutes
 - a. June 20, 2018
 2. Governance and Compensation Committee Reports
 - a. Performance & Compensation for the President/CEO & EVP/Treasurer/CIO
 3. Audit and Accountability Committee Reports
 - a. Interim Financials June 30, 2018
 - b. Financials for the years ended September 30, 2017 and 2016
 4. Contracts/Business Development/Project Activities
 - a. Launch Complex 20
 - b. United Launch Alliance LC41 / FDOT
 - c. ~~Space Florida Launch Landing Facility Ramp Upgrades (Deferred)~~
 - d. ~~Defense Infrastructure Grant - Area 57 (Deferred)~~
 - e. Space Florida's Facility Operations and Maintenance
 - f. Blue Origin's Rocket Testing & Refurbishment Facility / FDOT
 - g. Common Use Infrastructure Helium Pipeline / FDOT
 - h. Spaceport Engineering Support Services / FDOT
 - i. ~~NASA's Hypersonic Pulse Facility (HYPULSE) (Deferred)~~
- VI. President's Report
- VII. Up Coming Events
- VIII. Closing Remarks and Adjournment

A quorum being present, Chairman Bill Dymond called the meeting was called to order at 1:30 p.m. (EDT), and welcomed Board members and guests.

There were no Public Comments.

SPACE FLORIDA



BUSINESS BEFORE THE BOARD:

Approval of Minutes

Andrew Weatherford made a motion to approve the minutes for June 20, 2018 Board of Directors meeting, which was seconded by Jesse Biter, and approved unanimously.

GOVERNANCE AND COMPENSATION COMMITTEE REPORTS:

Denise Swanson presented the following:

The Governance and Compensation Committee recommended full Board approval for the President/CEO and the EVP, Treasurer & CIO be adjusted to 91% of the maximum of their reflective grades. The recommendations are for the President/CEO salary to be adjusted to \$325,000 and the EVP, Treasurer & CIO to be adjusted to \$275,000.

Jason Steele made a motion to approve the President/CEO salary to be adjusted to \$325,000 with an amendment to the employment contract removing the Discretionary Incentive or Bonus Payment in its entirety and replaced with the following: Executive shall be eligible to participate in and receive bonuses in accordance with any discretionary bonus plan established by the District, which was seconded by Greg Celestun, and approved unanimously.

Jason Steele made a motion to approve the EVP, Treasurer & CIO salary to be adjusted to \$275,000, which was seconded by Greg Celestun, and approved unanimously.

AUDIT AND ACCOUNTABILITY COMMITTEE REPORTS:

Denise Swanson presented the following:

Space Florida Management on behalf of the Audit and Accountability Committee requested Board approval for the issuance of the quarterly interim financial statements for the period ended June 30, 2018.

John Rood made a motion to approve the Issuance of Space Florida's quarterly interim financial statements for the period ended June 30, 2018, which was seconded by Andrew Weatherford, and approved unanimously.

Space Florida Management on behalf of the Audit and Accountability Committee requested Board approval for the Space Florida Annual Financial Statements for the years ended September 30, 2017 and 2016.

Jesse Biter made a motion to approve the Space Florida Annual Financial Statements for the period ended September 30, 2017 and 2016, which was seconded by Andrew Weatherford, and approved unanimously.

CONTRACTS/BUSINESS DEVELOPMENT/PROJECT ACTIVITIES:

Howard Haug presented the following action items for Board approval:

Launch Complex 20

Space Florida, in response to a request from the 45th Space Wing, entered a formal Right of Entry (ROE) agreement with the United States Air Force for Space Launch Complex 20 (SLC-20) at the Cape Canaveral Spaceport to begin assessing how to develop a multi launch complex for small payload launch operators. Space Florida Management requested Board Ratification of the ROE entered by Space Florida, and authority for management to negotiate with the Air Force for a Long-Term lease for the use of and the authority to make modifications at SLC-20 to support multi launch complexes for small payload launch operators.

Andrew Weatherford made a motion to approve Managements request to ratify the SLC-20 ROE and approval for management to complete negotiations for a long-term lease, which was seconded by John Rood, and approved unanimously.

SPACE FLORIDA



United Launch Alliance LC41 / FDOT

United Launch Alliance (ULA) is currently investing approximately One Hundred Thirty-Five Million Dollars (\$135,000,000) in modifications to SLC-41 to accommodate their Atlas and Vulcan program launch preparation and operations from their existing facilities. Space Florida Management requested Board approval to authorize management to complete negotiations and enter agreement with FDOT to secure funding in the amount of up to Ten Million Dollars (\$10,000,000) for fifty percent of FDOT determined eligible cost reimbursement for project related infrastructure improvements and investment, anticipated retention of approximately One Hundred Forty (140) Jobs with an estimated average annual salary of One Hundred Five Thousand Dollars (\$105,000).

Greg Celestan made a motion to approve Space Florida Management to complete negotiations and enter agreement with FDOT to secure the funding in the amount of up to Ten Million Dollars (\$10,000,000) for 50% reimbursement of FDOT determined eligible investment project activities and to complete negotiations and enter agreement with ULA to fund up to Ten Million Dollars for fifty percent (50%) of FDOT determined cost reimbursement for project related infrastructure improvements, the investment of a minimum of One Hundred Thirty-Five Million Dollars (\$135,000,000) and anticipated retention of One Hundred Forty (140) Jobs with an estimated average annual salary of One Hundred Five Thousand Dollars (\$105,000).

Space Florida Launch Landing Facility Ramp Upgrades - Was removed from the Agenda.

Defense Infrastructure Grant – Area 57 - Was removed from the Agenda.

Space Florida's Facility Operations and Maintenance

Space Florida Management requested Board approval to negotiate and enter agreements associated with Exploration Park, the SLSL, Landing, Launch and Storage Facilities for facility and property management activities for premise fees, operations and maintenance, utilities, insurance, property management and service commodity needs at market terms up to a total aggregate amount of Eight Million, Thirty Thousand Dollars (\$8,030,000). Management briefed the board with anticipated cash offsets pertaining to revenues and facility expenses with identified service providers. Additionally, Space Florida requested Board approval for management negotiations and contract activities with tenant subleases and related tenant needs associated with the described facilities at market terms for Fiscal Year 2019.

Andrew Weatherford made a motion to approve Space Florida Management to negotiate and enter agreements associated with Exploration Park, the SLSL, Landing, Launch and Storage Facilities for facility and property management activities with Ensco, SC Jones, Brevard Achievement Center, CSS-Dynamac, Washington Consulting Group, NASA-KSC, 45th Space Wing, Department of Military Affairs, Florida Municipal Insurance Trust, CMTI, Eastern Aviation Fuels, and Rush Construction, Inc., for premise fees, operations and maintenance, utilities, insurance, property management and service commodity needs at market terms up to a total aggregate amount of Eight Million, Thirty Thousand Dollars (\$8,030,000) and authority for management to negotiate and enter into contract activities with tenant subleases and related tenant needs associated with the facilities. The Space Florida Board requested Space Florida Management add a review of this project with the Board two (2) times a year, which was seconded by Greg Celestan, and approved unanimously.

Blue Origin's Rocket Testing & Refurbishment Facility / FDOT

Space Florida Management requested follow on action from the Board in conjunction with the June 20, 2018 Board request and approval of the Three Million Four Hundred Thousand Dollars (\$3,400,000) associated with the support of the Blue Origin's Rocket Testing & Refurbishment Facility to be located in Exploration Park. The company has expanded its investment to Sixty Million Dollars (\$60,000,000) in infrastructure improvements and the creation of approximately Fifty (50) jobs with an anticipated annual wage of Ninety-Five Thousand Dollars (\$95,000). The current grant agreement in draft would be revised to reflect the new grant eligibility amount in the amount of up to Four Million Four Hundred

SPACE FLORIDA

Thousand Dollars (\$4,400,000) for fifty percent (50%) of eligible cost reimbursement. Additionally, Management requested approval for Space Florida management to negotiate and to enter the appropriate agreements with Blue Origin for the reimbursement of up to Fifty Percent (50%) of eligible investment in the amount of up to Four Million Four Hundred Thousand Dollars (\$4,400,000) for the infrastructure improvements and expanded investment as described.

Jason Steele made a motion to approve Space Florida Management to complete negotiations and enter agreement with FDOT to provide the funding in the amount of up to Four Million Four Hundred Thousand Dollars (\$4,400,000) for fifty percent (50%) reimbursement of FDOT determined eligible investment project activities for Blue Origin's Rocket Testing & Refurbishment Facility and also approved Space Florida management to negotiate and to enter the appropriate agreements with Blue Origin in the amount of up to Four Million Four Hundred Thousand Dollars (\$4,400,000) for fifty percent (50%) of FDOT determined cost reimbursement, to commit to investing a minimum of Sixty Million Dollars (\$60,000,000) in the facility and to create approximately fifty (50) jobs, with an annual estimated annual wage of Ninety-Five Thousand Dollars (\$95,000,000), which was seconded by John Rood, and approved unanimously.

Common Use Infrastructure Helium Pipeline / FDOT

Space Florida Management briefed the Board on the Common Use Helium Pipeline Extension Project. Space Florida Management requested Board approval to authorize management to complete negotiations and enter agreement with FDOT to secure funding in the amount of up to Ten Million Dollars (\$10,000,000) and to complete negotiations and enter agreements with Blue Origin, to construct the pipeline delivery of Helium to the Launch Complexes along the route from CCAFS SLC-37 to SLC-46 and to invest project related private investment of at least Ten Million Dollars (\$10,000,000).

Jason Steele made a motion to approve Space Florida Management to complete negotiations and enter agreement with FDOT to secure the funding in the amount of up to Ten Million Dollars (\$10,000,000) for 100% reimbursement of eligible investment costs and to negotiate and enter agreements with Blue Origin in the amount of up to Ten Million Dollars (\$10,000,000) for the required construction related activities and project related activities including the private investment of at least Ten Million Dollars (\$10,000,000), which was seconded by Jesse Biter, and approved unanimously.

Spaceport Engineering Support Services / FDOT

Space Florida Management requested follow on action from the Board in conjunction with the June 20, 2018 Board request and approval of the Two Million Five Hundred Thousand Dollars (\$2,500,000) for FDOT Program Year 2019 Planning & Engineering Services. After the June 20, 2018 meeting Space Florida in agreement with FDOT determined that based on increasing levels of private investment, the amount of these activities should be increased. Space Florida Management requested Board approval to authorize management to negotiate and enter agreements with FDOT to secure the funding and to engage vendors for general planning, construction support and engineering services, and related activities as part of Program Year 2019 Spaceport Master Planning Efforts, in the amount of up to Six Million, Five Hundred Thousand Dollars (\$6,500,000) with selected contractors.

Andrew Weatherford made a motion to approve Space Florida Management to complete negotiations and enter agreement with FDOT in the amount of up to Six Million, Five Hundred Thousand Dollars (\$6,500,000) for 100% of eligible reimbursement as part of Program Year 2019 Spaceport Master Planning Efforts and also approved management to negotiate and enter agreements with AECOM, BRPH, RS&H and their subcontractors for general planning, construction support, engineering services and related activities in the amount not to exceed Six Million Five Hundred Thousand Dollars (\$6,500,000), which was seconded by Jesse Biter, and approved unanimously.



PRESIDENT'S REPORT

Frank DiBello shared his President's Report and thanked the Board for the approval of today's action items. He reminded the Board of the upcoming launches and events.

CLOSING REMARKS & ADJOURNMENT

Bill Dymond thanked the Board for their discussion and involvement.

Bill Dymond adjourned the meeting at 3:30 p.m. (EDT)

A handwritten signature in black ink, appearing to read "William T. Dymond, Jr." The signature is written in a cursive style.

William Dymond, Jr., Chair

SPACE FLORIDA



BOARD OF DIRECTORS MEETING

September 11, 2018

I, Frank DiBello, the undersigned President of Space Florida, do certify and declare that the attached is an accurate copy of the Minutes as approved by the Board of Directors of Space Florida in accordance with the Space Florida Governance Policies, and recorded in the minutes of the meeting of the Board of Directors held on September 11, 2018, and not subsequently amended or modified.



Frank A. DiBello, President

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:** **Refer to each individual Task Work Order issued under the Master Agreement for the actual award amounts*

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>

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
CORRESPONDENCE REVIEW ROUTING SHEET

050-010-01
 SECRETARY
 06/93

**REQUEST FOR APPROVAL ON SPACE FLORIDA JOINT PARTICIPATION AGREEMENT
 AMENDMENT
 Contract No. G1B16
 Amendment No. 1**

FM No. – 435257-1-14-04

Vendor Name: Space Florida
 Vendor ID Number: FL161767788001
 Category: 088719
 Object Code: 751000

Cost Center: 948
 Function: 615

Amendment Description:

Contract G1B16 was established with an incorrect Contract Funding Term (CFT). Contract Number G1O58 (Golf 1 Oscar 58) was established on June 16, 2020 with the correct CFT=6. This amendment corrects an internal administrative error.

Originator Wayne Lambert

Phone 414-4513 Date 6/16/2020

	Reviewed by:	Init.	Date		Reviewed by:	Init.	Date
1.	A. Smith		6/16/2020 12:48 PM EDT	6.	Legal Review		6/16/2020 3:48 PM EDT
2.	R. Perkins		6/16/2020 1:48 PM EDT	7.	Procurement		6/16/2020 7:40 PM EDT
3.	L. LeJeune		6/16/2020 1:50 PM EDT	8.	G. O'Rourke		6/17/2020 8:01 AM EDT
4.	S. Dudley		6/16/2020 3:37 PM EDT	9.	S. Miller		6/17/2020 8:57 PM EDT
5.	S. Anderson		6/16/2020 3:39 PM EDT	10.			

Agreement (JPA) Number: G1B16

Amendment Number: 1

FDOT Financial Project ID: 435257-1-14-04

FEID/Vendor ID Number: F161767788001

**State of Florida Department of Transportation
AMENDMENT TO
STANDARD WRITTEN AGREEMENT**

Original Joint Participation Agreement (JPA) Execution Date: June 20, 2019

Vendor Name: Space Florida

Vendor Address: 505 Odyssey Way, Exploration Park, Florida 32953

Agreement (JPA) Description: Authorizes FDOT to issue Space Florida task work orders for statewide spaceport projects and otherwise assist FDOT in implementing the Spaceport Improvement Program.

Purpose of Amendment: To correct an internal FDOT administrative error when Contract G1B16 was established.

The terms of the original agreement referenced above are hereby amended:

The agreement is revised to modify the contract number. For purposes of invoicing and contract record keeping, the services referenced under Contract Number G1B16 shall henceforth be associated with FDOT Contract Number **G1058** (Golf 1 Oscar 58).

This amendment shall be effective June 16, 2020.

Except as hereby modified, amended, or changed, all of the terms and conditions of said original agreement and any supplements and amendments thereto will 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

FLORIDA DEPARTMENT OF TRANSPORTATION

DocuSigned by:
Denise Swanson
06F433ED8CF1462... son

DocuSigned by:
Gayby Miller
B 9A89F25A78144F3... N

Title: Chief Financial Officer
Date: 6/18/2020 | 9:10 AM EDT

Title: Assistant Secretary for Finance & Administration
Date: 6/18/2020 | 10:15 AM EDT

FOR DEPARTMENT USE ONLY

PROCUREMENT OFFICE REVIEW:

LEGAL REVIEW:

DocuSigned by:
Carla M. Perez
9AEEAE1C615D495...

DocuSigned by:
Larry Kingers
E168A823F45C406...

- b. Preparing, reviewing, and coordinating scopes of work, budgets, and schedules for space transportation tasks.
- c. Conducting program meetings including: agenda development, materials, logistics, meeting facilitation, and participation of persons with special expertise as needed.
- d. Providing services for special assignments or studies of short duration.
- e. Developing and implementing spaceport related program requirements and guidance.
- f. Providing general quality control and assurance required for the master joint participation agreement including: communications with Department and Space Florida staff, review of project delivery and implementation efforts, and attending task work order status meetings.
- g. Communicating and coordinating program information
- h. Performing other activities not specifically identified in this task but consistent with this task's purpose and intent.

Task 2: Project Support Services:

Space Florida will provide project support services for spaceport projects, which includes:

- a. Preparing and tracking Joint Participation Agreements (JPAs) and task work orders.

No later than April 30, annually, execute all current FY JPAs for proposed spaceport infrastructure projects within the Department's adopted work program.

No later than April 30, annually, address or resolve findings related to Department JPAs noted in Space Florida's annual financial audit.

- b. Performing project management activities including coordination of work task activities such as:
 - Managing third party contracts,
 - Identifying and planning project deliverables/milestones,
 - Scheduling task work orders,
 - Preparing progress reports, and
 - Preparing invoices.
 - Communicating and coordinating project information.
- c. Refining and maintaining project files and tracking systems for Space Florida projects and executed contracts.
- d. Developing and maintaining a process for invoice review, approval, and processing to assure timely billing and payments.
- e. Monitoring progress of project deliverables and review submitted project deliverables for consistency, completeness, and timeliness per JPA or task work order.
- f. Coordinating project related meetings and prepare meeting minutes as appropriate.
- g. Performing other activities not specifically identified in this task work order but consistent with this task's purpose and intent.

Task 3: Planning & Engineering:

As required to prepare and update the 5-year capital improvement plan, Space Florida will provide planning and engineering analysis services to improve and develop aerospace transportation capabilities and facilities in Florida. Activities provided for in this task include:
Monthly production and project development meetings. Bi-weekly coordination meetings can be substituted for the monthly production and project development meetings in order to meet this minimum level of service standard.

- a. Conducting facility assessments such as current condition of spaceport facilities, infrastructure, and equipment. Depending on the specific requirements of each project, assessments may include structural, mechanical, electrical, plumbing, fire protection, safety, telecommunication, and pavement/site disciplines. Assessments may identify/confirm components needing replacement, repair, refurbishment or routine maintenance. Assessments may include conceptual design, preliminary planning level layouts of facilities, and documenting requirements of potential spaceport facility projects.
- b. Preparing preliminary planning level layouts of facilities;
- c. Preparing strategic planning studies relating to spaceport capabilities, authorities, regulations and governance.
- d. Conducting appraisals and inspections of spaceport facilities;
- e. Performing financial and economic benefit analyses of potential spaceport project improvements using the return on investment tool;
- f. Preparing cost estimation of potential spaceport projects; and,
- g. Performing other activities not specifically identified in this task but consistent with this task's purpose and intent.

Task 4: Design & Construction:

As required to implement the 5-year capital improvement plan, Space Florida, will conduct support services relating to implementation of Space Florida's and tenant's design and construction projects. Space Florida will perform design and permitting, develop and implement procedures and processes for administering design and construction contracts, tracking progress, and acting as the Owner's Authorized Representative (OAR) coordinating between Space Florida, Contractor, Architect/Engineer (A/E), and tenant. Activities provided for in this task include:

Monthly production and project review meetings. Bi-weekly coordination meetings can be substituted for the monthly production and project review meeting in order to meet this minimum level of service standard.

- a. Design and Permitting: Space Florida will provide design and permitting services for spaceport development projects. Potential assignments and deliverables include the following:
 - Provide architectural, engineering, environmental design services in the areas of aerospace and spaceport development.
 - Prepare design drawings and specifications for spaceport projects for consistency with federal, state, and local standards, applicable master plans, and the Florida Spaceport System Plan.
 - Perform field investigations including topographic surveying, geotechnical investigations, wetlands delineation, and other site surveys.
 - Perform environmental consulting and permitting services

- b. OAR Pre-Construction Phase: During the Pre-Construction Phase, Space Florida will provide for a general review of proposed construction documents, identification of the method of procurement, and identification of permitting and other third party coordination. Potential assignments and deliverables include the following:
 - Reviewing and evaluating construction plans, specifications, and other design work (prepared by others) for compliance with criteria established by Space Florida. Review for constructability, inconsistencies and omissions to reduce the potential for contractor-initiated schedule delays and change orders.
 - Reviewing requirements and coordinating with the A/E concerning regulatory permitting and jurisdictional approvals on behalf of Space Florida.
 - Preparing and reviewing proposed contractual terms and conditions of the construction contract and provide recommendations for improvement based on the specific construction contract and proposed method of procurement.
 - Developing and reviewing of construction package Request for Proposals (RFP) and Design Criteria Packages for Design/Build procurement-type projects.
 - Developing communication and coordination plans, as applicable, to assure multiple construction contractors interact seamlessly.
 - Maintaining project files including all correspondence, reports, drawings, calculations, and submittals.

- c. Procurement Phase: During the Procurement Phase the OAR team would provide assistance with the procurement of the contractor including evaluation of bids. Potential assignments and deliverables include the following:
 - Participate in pre-bid conferences with interested bidders, subcontractors, and

- suppliers.
- When appropriate, prepare prequalification criteria for bidders.
- Review submitted bid documents for conformance with bid requirements.
- Prepare bid tabulation.
- Review submitted offers and participate in any post-bid interviews with the apparent low bidder to confirm scope.
- d. Construction Phase: Space Florida will oversee the administration of construction contracts, assure compliance with construction contract requirements and facilitate progress for successful completion of construction. The construction phase is initiated with the award of a contract and is completed with the issue of a certificate of substantial completion. Potential assignments include the following:
 - Conducting construction meetings and preparing meeting minutes and record actions.
 - Implementing a Quality Assurance Program.
 - Establishing and maintaining a document control system to track all Contractor submittals, RFI's, schedules correspondence, change orders, claims etc.
 - Coordinating inspections and developing punch lists with the A/E to assure Space Florida acceptance.
 - Maintaining record copies of all contract documents, submittals shop drawings, and other project correspondence.
- e. Perform other activities not specifically identified in this task but consistent with this task's purpose and intent.

FY19
\$2,000,000

Total
\$2,000,000

Total Amount Authorized for Tasks 1 - 4

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
TASK WORK ORDER AMENDMENT FORM
 Space Florida

725-040-27
 AVIATION
 03/17

Page 1 of 1

Recipient: Space Florida	
Address: 505 Odyssey Way; Attn: Dealree Mayfield; Exploration Park, FL 32953	
Contract Number: G1B18	(To be entered upon execution of Task Work Order Amendment) Date: <u>June 5, 2020</u>
Amendment No. <u>1</u> to Task Work Order No. <u>1</u>	Payment FM No. (must be the same as original Task Work Order): 436257-1-14-04
Purpose of Amendment: 1. To extend time for completion; 2. To add funds from FY18; and 3. To add funds from FY20	

Check all applicable terms:

- The time for completion of services for the subject task work order is extended thru 6/30/2021
- The subject task work order is hereby closed. Final payment for the task work order has been paid. No additional services or charges are authorized against this task work order beyond the date of execution of this amendment. The following amount is the remaining work order balance to be recovered from this task work order \$ _____ *Note: for Prof. Serv. Task Work Order Amendments, the encumbrance line should never be closed (Status 50) by Financial Services staff based on this selection.*
- The subject task work order is hereby canceled (no work has been performed and no payment is due). The total amount of the task work order which is recovered is \$ _____
- The total amount for services performed under this task work order is increased by \$ 4,510,819.00
The additional funds will be allocated to the following compensation elements described below.
- The total amount for services performed under this task work order is decreased by \$ _____
The decrease in funds will be allocated to the following compensation elements described below.
- There is no increase/decrease in the task work order amount, funds are only redistributed between compensation elements. Revised compensation elements are described below.

Compensation Element Description	Method of Compensation	Previous Amount	This Amendment Amount	Subtotal	Check if Estimate
Spaceport Program and Project Svcs (FY19)	Cost Reimbursement	\$2,000,000.00	\$1,910,819.00	\$3,910,819.00	<input type="checkbox"/>
Spaceport Program and Project Svcs (FY20)	Cost Reimbursement		\$2,600,000.00	\$2,600,000.00	<input type="checkbox"/>
				\$0.00	<input type="checkbox"/>
				\$0.00	<input type="checkbox"/>
				\$0.00	<input type="checkbox"/>
				\$0.00	<input type="checkbox"/>

Page 1 subtotals **\$4,510,819.00** **\$6,510,819.00**

Page 2 through 6 subtotals

This Amendment Total	T.W.O. Total
\$4,510,819.00	\$6,510,819.00

Other Notes:

Attachments:

Total Contract Authorizations to Date including this Amendment
\$ 6,510,819.00

Departmental Approval:
 Wayne Lambert Spaceports Office Manager
(name) (title)

Recipient Acceptance:
 Denise Swanson Chief Financial Officer, Space Florida
(name) (title)


 DocuSigned by: (signature)
 Denise Swanson
 98363AF6B8B54C (signature)

Distribution:

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
CORRESPONDENCE REVIEW ROUTING SHEET050-010-01
SECRETARY
06/93**TASK WORK ORDER AMENDMENT**
Contract No. G1058 (formerly G1B16)**Task Work Order No. 1**
Amendment No. 2

FM No. – 435257-1-14-04

Vendor Name: Space Florida
Vendor ID Number: FL161767788001
Category: 088719
Object Code: 751000Cost Center: 948
Function: 615Current End Date: 12/18/2020
Proposed End Date : 6/30/2021

Amendment Description: Task Work Order 1, Amendment 1 (T1 A1) was executed June 5, 2020. T1 A1 attempted to allocate \$1,910,819 of FY19 funds and \$2,600,000 of FY20 funds. After further review with leadership, this procedure was financially and administratively incorrect; this amendment effectively rescinds/reverses T1 A1. Specifically, \$1,910,819 from FY19 funds are being unencumbered and rolled forward for the Spaceports Office to use in a future fiscal year. Funding for Task Work Order #1 is limited to \$2,000,000 as originally specified on the September 27, 2019 task work order. In addition, the \$2,600,000 is being removed from Task Work Order #1 and this FY20 funding will be allocated to Space Florida with a new task work order to be executed on or before June 30, 2020; this FY20 funding was encumbered on June 10, 2020.

Originator Wayne LambertPhone 414-4513 Date 6/16/2020

	Reviewed by:	Init.	Date		Reviewed by:	Init.	Date	
1.	A. Smith		6/17/2020	7:56 AM EDT	6.	G. O'Rourke		6/17/2020 9:26 AM EDT
2.	R. Perkins		6/17/2020	8:53 AM EDT	7.	S. Miller		6/18/2020 6:41 AM EDT
3.	L. LeJeune		6/17/2020	9:13 AM EDT		(signature)		
4.	Encumbrance	N/A	6/10/20		8.	D. Mayfield		6/18/2020 7:06 AM EDT
5.	Legal Review		6/17/2020	9:22 AM EDT	9.	D. Swanson		6/18/2020 11:40 AM EDT
					10.	W. Lambert		6/18/2020 11:43 AM EDT

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
TASK WORK ORDER AMENDMENT FORM
 Space Florida

725-040-27
 AVIATION
 03/17

Recipient: Space Florida	
Address: 505 Odyssey Way; Attn: Desiree Mayfield, Contracts Manager; Exploration Park, FL 32953	
Contract Number: G1O58	(To be entered upon execution of Task Work Order Amendment) Date: 6/18/2020 11:43 AM EDT
Amendment No. <u>2</u> to Task Work Order No. <u>1</u>	Payment FM No. (must be the same as original Task Work Order): 435257-1-14-04
Purpose of Amendment: To void & nullify Amendment 1 dated June 5, 2020 by decreasing funding authorized by that amendment. To change the Contract Number from G1B16 to G1O58. To extend time for completion of services.	

Check all applicable terms:

- The time for completion of services for the subject task work order is extended thru 6/30/2021
- The subject task work order is hereby closed. Final payment for the task work order has been paid. No additional services or charges are authorized against this task work order beyond the date of execution of this amendment. The following amount is the remaining work order balance to be recovered from this task work order \$ _____ *Note: for Prof. Serv. Task Work Order Amendments, the encumbrance line should never be closed (Status 50) by Financial Services staff based on this selection.*
- The subject task work order is hereby canceled (no work has been performed and no payment is due). The total amount of the task work order which is recovered is \$ _____
- The total amount for services performed under this task work order is increased by \$ _____
The additional funds will be allocated to the following compensation elements described below.
- The total amount for services performed under this task work order is decreased by \$ 4,510,819.00
The decrease in funds will be allocated to the following compensation elements described below.
- There is no increase/decrease in the task work order amount, funds are only redistributed between compensation elements. Revised compensation elements are described below.

Compensation Element Description	Method of Compensation	Previous Amount	This Amendment Amount	Subtotal	Check if Estimate
Spaceport Program and Project Svcs FY19	Cost Reimbursement	\$3,910,819.00	\$-1,910,819.00	\$2,000,000.00	<input type="checkbox"/>
Spaceport Program and Project Svcs FY20	Cost Reimbursement	\$2,600,000.00	\$-2,600,000.00	\$0.00	<input type="checkbox"/>
				\$0.00	<input type="checkbox"/>
				\$0.00	<input type="checkbox"/>
				\$0.00	<input type="checkbox"/>
				\$0.00	<input type="checkbox"/>
Page 1 subtotals			\$-4,510,819.00	\$2,000,000.00	
Page 2 through 6 subtotals					
			This Amendment Total	T.W.O. Total	
			\$-4,510,819.00	\$2,000,000.00	

Other Notes:

Contract number change from G1B16 to G1O58 was effective June 16 2020.
 Funding for this Task Work Order is limited to \$2,000,000.
 FY20 funding in the amount of \$2,600,000 will be authorized on a new task work order.

Attachments:

Total Contract Authorizations to Date Including this Amendment \$ <u>2,000,000.00</u>		
Departmental Approval: Wayne Lambert <small>(name)</small>	Spaceports Office Manager <small>(title)</small>	DocuSigned by: <u>Wayne Lambert</u> <small>5725A1D2A87610E... (signature)</small>
Recipient Acceptance: Denise Swanson <small>(name)</small>	Chief Financial Officer, Space Florida <small>(title)</small>	DocuSigned by: <u>Denise Swanson</u> <small>06F433FD80CE1462 (signature)</small>

Distribution: _____

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
TASK WORK ORDER AMENDMENT FORM
 Space Florida

725-040-27
 AVIATION
 03/17

Recipient: Space Florida	
Address: 505 Odyssey Way; Attn: Desiree Mayfield, Contracts Manager; Exploration Park, FL 32953	
Contract Number: G1058	(To be entered upon execution of Task Work Order Amendment) Date: 12/10/2020 2:25 PM EST
Amendment No. 3 to Task Work Order No. 1	Payment FM No. (must be the same as original Task Work Order): 435257-1-14-04
Purpose of Amendment: To add additional funding and to extend time for completion of services.	

Check all applicable terms:

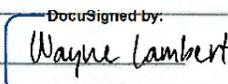
- The time for completion of services for the subject task work order is extended thru 6/30/2022
- The subject task work order is hereby closed. Final payment for the task work order has been paid. No additional services or charges are authorized against this task work order beyond the date of execution of this amendment. The following amount is the remaining work order balance to be recovered from this task work order \$ _____ . Note: for Prof. Serv. Task Work Order Amendments, the encumbrance line should never be closed (Status 50) by Financial Services staff based on this selection.
- The subject task work order is hereby canceled (no work has been performed and no payment is due). The total amount of the task work order which is recovered is \$ _____
- The total amount for services performed under this task work order is increased by \$ 1,910,819.00
The additional funds will be allocated to the following compensation elements described below.
- The total amount for services performed under this task work order is decreased by \$ _____
The decrease in funds will be allocated to the following compensation elements described below.
- There is no increase/decrease in the task work order amount, funds are only redistributed between compensation elements. Revised compensation elements are described below.

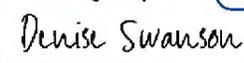
Compensation Element Description	Method of Compensation	Previous Amount	This Amendment Amount	Subtotal	Check if Estimate
Spaceport Program and Project Svcs FY21	Cost Reimbursement	\$2,000,000.00	\$1,910,819.00	\$3,910,819.00	<input type="checkbox"/>
	Cost Reimbursement			\$0.00	<input type="checkbox"/>
				\$0.00	<input type="checkbox"/>
				\$0.00	<input type="checkbox"/>
				\$0.00	<input type="checkbox"/>
				\$0.00	<input type="checkbox"/>
Page 1 subtotals			\$1,910,819.00	\$3,910,819.00	
Page 2 through 6 subtotals					
			This Amendment Total	T.W.O. Total	
			\$1,910,819.00	\$3,910,819.00	

Other Notes:
 This FY21 funding was originally in the FY19 work program.

Attachments:

Total Contract Authorizations to Date Including this Amendment \$ 6,510,819.00	
Departmental Approval: Wayne Lambert <small>(name)</small>	Spaceports Office Manager <small>(title)</small>
Recipient Acceptance: Denise Swanson <small>(name)</small>	Chief Financial Officer, Space Florida <small>(title)</small>

DocuSigned by:

 572BA4D2AB7640E...

DocuSigned by:

 2C3635D9607A49F...

Distribution:

Certificate Of Completion

Envelope Id: 56A410A922AD49EBAA4549B18AE7EEAF	Status: Completed
Subject: Please DocuSign: C20149 FDOT TWO 01 AMD 03 G1058 11302020 proposed.pdf	
Source Envelope:	
Document Pages: 1	Signatures: 1
Certificate Pages: 4	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Desiree Mayfield
Time Zone: (UTC-05:00) Eastern Time (US & Canada)	505 Odyssey Way
	Suite 300
	Exploration Park, FL 32953
	dmayfield@spaceflorida.gov
	IP Address: 8.19.250.70

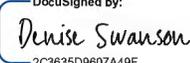
Record Tracking

Status: Original 12/9/2020 09:05 AM	Holder: Desiree Mayfield dmayfield@spaceflorida.gov	Location: DocuSign
Security Appliance Status: Connected	Pool: StateLocal	
Storage Appliance Status: Connected	Pool: Space Florida	Location: DocuSign

Signer Events

Denise Swanson
dswanson@spaceflorida.gov
CFO
Security Level: Email, Account Authentication (None)

Signature

DocuSigned by:

2C3635D9607A49F...
Signature Adoption: Pre-selected Style
Using IP Address: 8.19.250.70

Timestamp

Sent: 12/9/2020 | 09:06 AM
Resent: 12/10/2020 | 01:42 PM
Viewed: 12/10/2020 | 01:43 PM
Signed: 12/10/2020 | 01:43 PM

Electronic Record and Signature Disclosure:
Accepted: 12/10/2020 | 01:43 PM
ID: 6b4ee528-0bb1-4144-985b-c0754d5afd8c

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	12/9/2020 09:06 AM
Certified Delivered	Security Checked	12/10/2020 01:43 PM
Signing Complete	Security Checked	12/10/2020 01:43 PM
Completed	Security Checked	12/10/2020 01:43 PM

Payment Events	Status	Timestamps
-----------------------	---------------	-------------------

Electronic Record and Signature Disclosure

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
TASK WORK ORDER AMENDMENT FORM
 Space Florida

725-040-27
 AVIATION
 03/17

Recipient: Space Florida	
Address: 505 Odyssey Way, Attn: Desiree Mayfield, Contract Manager, Exploration Way, FL 32953	
Contract Number: G1O58	(To be entered upon execution of Task Work Order Amendment) Date: 6/15/2021 9:00 AM EDT
Amendment No. <u>4</u> to Task Work Order No. <u>1</u>	Payment FM No. (must be the same as original Task Work Order): 435257-1-14-04
Purpose of Amendment: To increase funding for services and to extend the time for completion.	

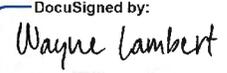
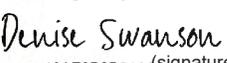
Check all applicable terms:

- The time for completion of services for the subject task work order is extended thru 6/30/23.
- The subject task work order is hereby closed. Final payment for the task work order has been paid. No additional services or charges are authorized against this task work order beyond the date of execution of this amendment. The following amount is the remaining work order balance to be recovered from this task work order \$ _____ . *Note: for Prof. Serv. Task Work Order Amendments, the encumbrance line should never be closed (Status 50) by Financial Services staff based on this selection.*
- The subject task work order is hereby canceled (no work has been performed and no payment is due). The total amount of the task work order which is recovered is \$ _____.
- The total amount for services performed under this task work order is increased by \$ 3,000,000.00.
The additional funds will be allocated to the following compensation elements described below.
- The total amount for services performed under this task work order is decreased by \$ _____.
The decrease in funds will be allocated to the following compensation elements described below.
- There is no increase/decrease in the task work order amount, funds are only redistributed between compensation elements. Revised compensation elements are described below.

Compensation Element Description	Method of Compensation	Previous Amount	This Amendment Amount	Subtotal	Check if Estimate
Spaceport Program and Project Svcs FY21	Cost Reimbursement	\$3,910,819.00	\$3,000,000.00	\$6,910,819.00	<input type="checkbox"/>
				\$0.00	<input type="checkbox"/>
				\$0.00	<input type="checkbox"/>
				\$0.00	<input type="checkbox"/>
				\$0.00	<input type="checkbox"/>
				\$0.00	<input type="checkbox"/>
Page 1 subtotals			\$3,000,000.00	\$6,910,819.00	
Page 2 through 6 subtotals					
This Amendment Total			\$3,000,000.00	T.W.O. Total \$6,910,819.00	

Other Notes:

Attachments:

Total Contract Authorizations to Date Including this Amendment \$ <u>9,510,819.00</u>		DocuSigned by:  572BA4D2AB7640E (signature)
Departmental Approval: Wayne Lambert (name)	Spaceport Office Manager (title)	
Recipient Acceptance: Denise Swanson (name)	CFO, Space Florida (title)	DocuSigned by:  98363AF6B8E54C5 (signature)
June 14, 2021		

Distribution: _____

TASK WORK ORDER
Space Florida

Recipient:	Space Florida
Address:	Space Florida Attn: Desiree Mayfield, Contracts Manager 505 Odyssey Way Exploration Park, FL 32953

(To be entered upon execution of T.W.O.) 6/23/2020 4:23 PM Date:	Task Work Order No.: 2
---	------------------------

Contract No. G1058	Payment FM No.: 43525711404
--------------------	-----------------------------

Brief Task Description:
This TWO provides for Space Florida's assistance with the implementation and management of the Florida Department of Transportation's Spaceport Improvement Program. Services authorized under this task work order are for program and project activities related to the development of space transportation in Florida. Numerous spaceport infrastructure projects will be planned, designed and constructed and this task work order provides for management and oversight of the projects.

In accordance with the above referenced contract, you are authorized to perform the tasks detailed in attached Exhibit A (Scope of Services). All services required under this Task Work Order will be completed on or before: 6/30/2022

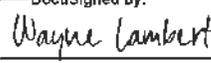
The total amount or the limiting amount of the compensation will be: \$2,600,000.00

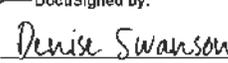
Compensation elements are as follows:

Element Description	Method of Compensation	Amount	Est*
Spaceport Project and Program Services	Cost Reimbursement	\$2,600,000.00	
Page 1 Total		\$2,600,000.00	
Page 2 thru 6 Subtotal			
Total		\$2,600,000.00	

Other Notes:
This funding was recently removed from G1058 Task Work Order #1.

Total authorizations to date (including this one):
\$2,600,000.00

Departmental Approval:		DocuSigned by:
Wayne Lambert	Manager, Spaceports Office	
(name)	(title)	5/2BA4U2AB/64d(signature)

Recipient Acceptance:		DocuSigned by:
Denise Swanson	Chief Financial Officer	
(name)	(title)	08F433EL8CF14d(signature)

*Limiting or Estimated/Budgeted Amount.
Distribution _____

EXHIBIT “A”

SCOPE OF SERVICES – Contract G1O58 Task Work Order No. 2

Statewide Spaceport Program Development

Spaceport Program and Project Services

Financial Project Number - 435257-1-14-04

Project Description:

This project provides for Space Florida’s assistance in the implementation and management of the Florida Department of Transportation’s Spaceport Improvement Program. Services authorized under this task work order are for program and project activities related to the development and implementation of space transportation in Florida. Most notably, several significant spaceport infrastructure projects are at or near the construction phase and this task work order provides for management and oversight of the projects.

Task Descriptions and Deliverables

Task 1: Program Support Services:

**Minimum Level
of Service**

**Budgeted
Amount**

Space Florida will provide program support services for spaceport project development and implementation, which includes:

No later than May 31, annually, provide a 5-year capital improvement plan with a list of approved projects approved by Space Florida’s Board of Directors. The plan must include: Project descriptions suitable for inclusion into the Department’s tentative work program.

- a. Coordinating the development, assessment, and programming of spaceport projects identified as part of the Florida Spaceport System Plan and spaceport master plans.

- b. Preparing, reviewing, and coordinating scopes of work, budgets, and schedules for space transportation tasks.
- c. Conducting program meetings including: agenda development, materials, logistics, meeting facilitation, and participation of persons with special expertise as needed.
- d. Providing services for special assignments or studies of short duration.
- e. Developing and implementing spaceport related program requirements and guidance.
- f. Providing general quality control and assurance required for the master joint participation agreement including: communications with Department and Space Florida staff, review of project delivery and implementation efforts, and attending task work order status meetings.
- g. Communicating and coordinating program information
- h. Performing other activities not specifically identified in this task but consistent with this task's purpose and intent.

Task 2: Project Support Services:

Space Florida will provide project support services for spaceport projects, which includes:

- a. Preparing and tracking Joint Participation Agreements (JPAs) and task work orders.

No later than April 30, annually, execute all current FY JPAs for proposed spaceport infrastructure projects within the Department's adopted work program.

No later than April 30, annually, address or resolve findings related to Department JPAs noted in Space Florida's annual financial audit.

- b. Performing project management activities including coordination of work task activities such as:
 - Managing third party contracts,
 - Identifying and planning project deliverables/milestones,
 - Scheduling task work orders,
 - Preparing progress reports, and
 - Preparing invoices.
 - Communicating and coordinating project information.
- c. Refining and maintaining project files and tracking systems for Space Florida projects and executed contracts.
- d. Developing and maintaining a process for invoice review, approval, and processing to assure timely billing and payments.
- e. Monitoring progress of project deliverables and review submitted project deliverables for consistency, completeness, and timeliness per JPA or task work order.
- f. Coordinating project related meetings and prepare meeting minutes as appropriate.
- g. Performing other activities not specifically identified in this task work order but consistent with this task's purpose and intent.

Task 3: Planning & Engineering:

As required to prepare and update the 5-year capital improvement plan, Space Florida will provide planning and engineering analysis services to improve and develop aerospace transportation capabilities and facilities in Florida. Activities provided for in this task include:

Monthly production and project development meetings. Bi-weekly coordination meetings can be substituted for the monthly production and project development meetings in order to meet this minimum level of service standard.

- a. Conducting facility assessments such as current condition of spaceport facilities, infrastructure, and equipment. Depending on the specific requirements of each project, assessments may include structural, mechanical, electrical, plumbing, fire protection, safety, telecommunication, and pavement/site disciplines. Assessments may identify/confirm components needing replacement, repair, refurbishment or routine maintenance. Assessments may include conceptual design, preliminary planning level layouts of facilities, and documenting requirements of potential spaceport facility projects.
- b. Preparing preliminary planning level layouts of facilities;
- c. Preparing strategic planning studies relating to spaceport capabilities, authorities, regulations and governance.
- d. Conducting appraisals and inspections of spaceport facilities;
- e. Performing financial and economic benefit analyses of potential spaceport project improvements using the return on investment tool;
- f. Preparing cost estimation of potential spaceport projects; and,
- g. Performing other activities not specifically identified in this task but consistent with this task's purpose and intent.

Task 4: Design & Construction:

As required to implement the 5-year capital improvement plan, Space Florida, will conduct support services relating to implementation of Space Florida's and tenant's design and construction projects. Space Florida will perform design and permitting, develop and implement procedures and processes for administering design and construction contracts, tracking progress, and acting as the Owner's Authorized Representative (OAR) coordinating between Space Florida, Contractor, Architect/Engineer (A/E), and tenant. Activities provided for in this task include:

Monthly production and project review meetings. Bi-weekly coordination meetings can be substituted for the monthly production and project review meeting in order to meet this minimum level of service standard.

- a. **Design and Permitting:** Space Florida will provide design and permitting services for spaceport development projects. Potential assignments and deliverables include the following:
- Provide architectural, engineering, environmental design services in the areas of aerospace and spaceport development.
 - Prepare design drawings and specifications for spaceport projects for consistency with federal, state, and local standards, applicable master plans, and the Florida Spaceport System Plan.
 - Perform field investigations including topographic surveying, geotechnical investigations, wetlands delineation, and other site surveys.
 - Perform environmental consulting and permitting services
- b. **OAR Pre-Construction Phase:** During the Pre-Construction Phase, Space Florida will provide for a general review of proposed construction documents, identification of the method of procurement, and identification of permitting and other third party coordination. Potential assignments and deliverables include the following:
- Reviewing and evaluating construction plans, specifications, and other design work (prepared by others) for compliance with criteria established by Space Florida. Review for constructability, inconsistencies and omissions to reduce the potential for contractor-initiated schedule delays and change orders.
 - Reviewing requirements and coordinating with the A/E concerning regulatory permitting and jurisdictional approvals on behalf of Space Florida.
 - Preparing and reviewing proposed contractual terms and conditions of the construction contract and provide recommendations for improvement based on the specific construction contract and proposed method of procurement.
 - Developing and reviewing of construction package Request for Proposals (RFP) and Design Criteria Packages for Design/Build procurement-type projects.
 - Developing communication and coordination plans, as applicable, to assure multiple construction contractors interact seamlessly.
 - Maintaining project files including all correspondence, reports, drawings, calculations, and submittals.
- c. **Procurement Phase:** During the Procurement Phase the OAR team would provide assistance with the procurement of the contractor including evaluation of bids. Potential assignments and deliverables include the following:
- Participate in pre-bid conferences with interested bidders, subcontractors, and

suppliers.

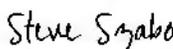
- When appropriate, prepare prequalification criteria for bidders.
 - Review submitted bid documents for conformance with bid requirements.
 - Prepare bid tabulation.
 - Review submitted offers and participate in any post-bid interviews with the apparent low bidder to confirm scope.
- d. Construction Phase: Space Florida will oversee the administration of construction contracts, assure compliance with construction contract requirements and facilitate progress for successful completion of construction. The construction phase is initiated with the award of a contract and is completed with the issue of a certificate of substantial completion. Potential assignments include the following:
- Conducting construction meetings and preparing meeting minutes and record actions.
 - Implementing a Quality Assurance Program.
 - Establishing and maintaining a document control system to track all Contractor submittals, RFI's, schedules correspondence, change orders, claims etc.
 - Coordinating inspections and developing punch lists with the A/E to assure Space Florida acceptance.
 - Maintaining record copies of all contract documents, submittals shop drawings, and other project correspondence.
- e. Perform other activities not specifically identified in this task but consistent with this task's purpose and intent.

FY20
\$2,600,000

Total
\$2,600,000

Total Amount Authorized for Tasks 1 - 4

Reviewed and Approved by:

DocuSigned by:

 8-0B08/C/B/54/B...

ATTACHMENT E

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: **Refer to each individual Task Work Order issued under the Master Agreement for the actual award amounts*

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>