



**Request for Qualifications  
For  
Facilities Maintenance Service Provider  
RFQ-SF-04-0-2022**

**Issued and Published: August 5, 2022**

**Due Date: September 15, 2022**

**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.

**Overview**

Space Florida, through this Request for Qualifications (“RFQ”), is seeking proposals for a Facilities Maintenance Service Provider. Delivery will be in accordance with the terms, conditions and requirements set forth in this Request for Qualifications. The successful proposer will provide the specified requirements in accordance with all applicable federal, state and local laws, standards and regulations necessary to perform the scope of services.

Services are required throughout the specified portfolio. The portfolio includes, but is not limited to Exploration Park, Space Life Science Laboratory, Launch Complex 46 & 20, South Campus, Solid Rocket Motor Operational Storage Facility, and the Shuttle/Launch and Landing Facility and associated buildings. Space Florida reserves the right to award separate contracts to multiple bidders. Space Florida reserves the right to add, reduce or delete in entirety the buildings within the contract to perform similar services. Please see Attachment A, Statement of Work.

Under the initial terms of the RFQ, Space Florida intends to let vendor contract for one (1) year period beginning November 1, 2022, and ending October 31, 2023. If such a contract is let, Space Florida reserves the right to renew the agreement for three (3) additional one-year periods. Each additional period will be at the sole discretion of Space Florida and may be subject to the negotiation of new terms and conditions.

The proposer must be familiar with the portfolio through thorough review and consideration of the Statement of Work (Attachment A), personal examination of the proposed work site(s), by due

consideration of the specifications and drawings (if applicable), and by use of any other means that may be necessary to determine the following:

- The actual conditions and requirements of the work
- Any unusual difficulties that may be encountered in the execution of the work
- The character and respective amounts of all classes of labor and material which the contractor may be required to furnish in order to complete all or any part of the work
- All circumstances and conditions affecting the work or its cost

Any failure of the contractor acquainting themselves with all the available information concerning the above, shall not be relieved from responsibility for estimating properly the difficulties or cost to successfully perform the work.

Please note, the Statement of Work includes optional services that are not currently included in the description of responsibilities, however, may be accepted and added to scope provided contractor's demonstration of competence, experience, and pricing within the area of work. Interested proposers shall submit a response in their proposal for the consideration of these services.

### **Pre-Proposal Meeting**

There will be a Pre-Proposal meeting and tour to meet with Space Florida for a question-and-answer session and tour of the locations. This is not a mandatory meeting, but attendance is highly encouraged.

Date: August 18, 2022

Time: 10:00 am

Meet at Location(s): Space Life Sciences Laboratory

**Vendors must reserve seating at a minimum of one (1) week in advance for the pre-bid meeting by emailing at [aodonnell@spaceflorida.gov](mailto:aodonnell@spaceflorida.gov). All parties needing a badge to enter either Kennedy Space Center or Cape Canaveral Air Force Station must complete the form(s) located in Attachment C. Seating requests and badge requests received after August 11, 2022, at 5:00 PM will not be processed.**

Tours will be conducted immediately following the pre-proposal meeting. Vendors are responsible for their own transportation. Schedule and maps will be provided when reservation is received.

*The remainder of this page intentionally blank.*

**These dates are estimates and are subject to change by Space Florida:**

**Tentative Schedule**

<b>EVENT</b>	<b>DATE</b>	<b>TIME (EDT)</b>
Legal Notice sent to Florida Today	July 29, 2022	
RFQ Posted on Space Florida’s Website and DemandStar	August 5, 2022	
Pre-Proposal Meeting Badge Request forms due	August 11, 2022	5:00 PM
Pre-Proposal Meeting	August 18, 2022	
Question Submission Deadline	August 26, 2022	12:00 PM
Question Responses Posted	No later than September 1, 2022	
Qualifications Packages Due	September 15, 2022	12:00 PM
Qualifications Packages Opened* and Evaluated Director of Contracts	September 15, 2022	
Qualifications Packages Evaluated individual Selection Committee Members	No later than September 19, 2022	
Qualified short-listed firms notified	September 28, 2022	
Notice of Evaluation Committee meeting for presentations by short-listed firms published in Fla. Admin. Register and on Space Florida website	September 28, 2022	
Presentations / Interviews (Public Forum)	October 4, 2022	9:00 AM
Notice of Intent to Negotiate posted on Space Florida’s website	October 5, 2022	
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**

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.

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](mailto:aodonnell@spaceflorida.gov). No answers given in response to questions submitted shall be binding upon this solicitation process unless released in writing on Space Florida’s

website. **The deadline for the Space Florida Director of Contracts to receive questions is on or before August 26, 2022, at 12:00 pm.**

**Submittal Requirements**

**ALL QUALIFICATIONS PACKAGES MUST BE SUBMITTED ELECTRONICALLY TO [AODONNELL@SPACEFLORIDA.GOV](mailto:AODONNELL@SPACEFLORIDA.GOV). No hard copy originals will be accepted. Qualifications packages are due via email September 15, 2022, by 12:00 pm. Packages shall be submitted as an Adobe PDF file.**

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 55 pages, including text, photos, charts, resumes, glossaries and appendices. There are no exceptions or exclusions to the total number of pages.
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:

### **Qualifications Package Tabbed Sections**

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. Requirements of each tab must be provided for evaluation consideration.

**Tab 1 General Information. (Not scored, but required)**

Identify the RFQ subject, RFQ number, name of vendor, vendor address, vendor phone, primary point of contact, primary point of contact's title and e-mail address for receipt of notifications and date of submittal.

**Tab 2 Table of Contents. (Not scored, but required)**

Provide identification of the material by section and by page number.

**Tab 3 Letter of Introduction. (Not scored, but required)**

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 and make a positive commitment to perform the work within the specified time period. 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.
5. The form of the contract to be used for these services 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.**

**Tab 4 Firm's Experience. (30 Points)**

Firms should submit company's background in relationship to Facilities Management. Company organizational structure should be documented along with the principals within the firm responsible for the Space Florida's account portfolio. Firms should demonstrate experience in previous similar programs.

**Tab 5 Approach & Methodology. (30 points)**

Firms submitting should demonstrate their understanding of the expected maintenance program. An outline description of anticipated tasks and approach should be presented. Firms should identify anticipated deliverables and outcomes for a program of this magnitude.

**Tab 6 Resumes. (30 points)**

Firms should submit the resumes of key personnel. Firms should specifically identify the Facilities Manager and his/her qualifications. Key personnel will be committed to the awarded contract for the life of the contract, Space Florida must approval all replacements or substitutions. **For each individual listed, provide the following information:**

1. Name of individual.
2. Years with current firm.
3. Total years in the industry.
4. Current title with company.
5. Current place of residence.
6. Role and responsibilities assigned to comparable projects included in RFQ response.
7. Project currently assigned to and anticipated completion date.
8. Past project experience with current firm for past 10 years.
9. Past project experience with other firms if they have not been employed by the current firm for the past 10 years and the role of responsibility on that project.

**Tab 7 References. (10 points)**

Firm should supply materials indicative of experience in other programs of similar complexity. A minimum of three references for each program is required, including name, locations, email, and telephone number. Firm will provide a written statement of reference from each company.

**Tab 8 Safety. (Not scored, but required)**

Describe the firm's approach to safety. List any OSHA Recordable safety violations or incidents recorded and non-recorded that have occurred within the last five (5) years. Provide copies of the OSHA 300A (Summary of Work Related Injuries and Illnesses) Form for the last three (3) years. Provide latest Experience Modification Rating.

Identify if the firm has a drug-free workplace policy.

**Tab 9 Non-Collusion Clause. (Not scored, but required)**

Complete the non-collusion clause form included in this package.

**Tab 10 Public Entity Crimes. (Not scored, but required)**

Complete the sworn statement on public entity crimes form included in this package.

**Tab 11 Scrutinized Company Statement. (Not scored, but required)**

Complete Scrutinized Company Statement form included in this package.

**\*\*\*TOTAL NUMBER OF AVAILABLE POINTS: 100\*\*\***

### **Interview/Oral Presentation Guidelines**

The selection committee may require oral presentations of the short-listed firm who will be notified of the schedule for the presentation, questions and answers, and setup and breakdown. Interviews/Oral Presentations will be scored on the points listed below and will not be combined with the previous score, and the previous score will *not* carry forward. The selection committee will select the firm that scores the highest for the interviews/oral presentations as the first-ranked firm with which to begin negotiations.

Interview agendas will be entirely at the discretion of the prospective firm.

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. **A copy of your presentation and cost data must submitted to [aodonnell@spaceflorida.gov](mailto:aodonnell@spaceflorida.gov) no later than 3:00 p.m. October 3, 2022.**

### **Interview/Oral Presentation Selection Process**

Each selection committee member 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 Demonstration of Qualifications and Unique Capabilities. category to determine the highest ranking.

#### **Evaluation Criteria**

1. **Overall presentation and quality of information. (15 points)**  
Firm shall present a clear, informative, and timely presentation elaborating further on their firm's advantages and strategy in if selected for contract.
2. **Demonstration of labor & material cost controls, strategies, and approach. (25 points)**  
Describe and elaborate on workforce labor strategies that are unique and provides a favorable advantage. While provider a clear and detailed understanding of opportunities for cost saving on material cost and service agreements.
3. **Demonstration of qualifications and unique capabilities. (25 points)**  
Describe any advantages that are unique to your firm that may be beneficial to the Space Florida facilities portfolio and the management of maintenance operations.
4. **Demonstrate ability to understand questions and provide informative answers. (20 points)**
5. **Knowledge of local conditions regarding industry, needs, and workforce. (15 points)**

**\*\*\*TOTAL NUMBER OF AVAILABLE POINTS: 100\*\*\***

**Additional information to be provided prior to Interview/Presentation – Cost proposal data is required to be submitted prior to the Interview/Presentation in an effort to expedite the procurement. Pricing is not evaluation factor and it will not be submitted to the evaluation committee members until presentations have been completed and highest ranked firm has been determined. Cost data is not to be presented to the evaluation committee at the time of Interviews/Presentations.**

**The firm shall submit by separate email the cost data stated below for the firm, prepared within the last quarter, itemizing present financial resources, liabilities and capital equipment. Note that financial statements provided for a road, or any other public works project is exempt from Section 119.07(1) of the Florida Statutes and Section 24(a), Art. I of the State Constitution. Maximum acceptable total file size is 20 MB.**

**Proposed Fee and Program Cost:**

The offeror shall provide a detail cost proposal and shall submit such detailed cost proposal together with its original proposed packet. The cost proposal shall conform to the following guidelines:

Please complete the attached Facilities O&M Pricing spreadsheet (Attachment D). Please note there are two (2) tabs which must be completed.

- Prices shall be shown by building and by trade, unless otherwise indicated.
- Prices for labor shall be listed hourly, including the labor category, unit cost, total cost and the total number of hours required to complete the services, and, if applicable, any individual category of the services.
- Estimated material and Service Agreement totals should be listed and, if applicable, any individual category of the services.
- Provide detailed explanations of any assumptions that the offeror made in calculating the program costs in order to provide sufficient information for Space Florida to be able to prepare a detailed cost analysis and comparison.
- Indicate if any items are optional and specify them in a separate section(s).

**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. Disputes: Failure to file a protest within the time prescribed in subsection 120.57(3) of the Florida Statutes, or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under chapter 120 of the Florida Statutes.
4. Space Florida reserves the right to make award to the response deemed to be most advantageous to Space Florida.

5. 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.
6. The successful firm shall not discriminate against any person in accordance with federal, state, or local laws.
7. 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.
8. 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.
9. ***A firm is solely responsible for any cost or expense incurred in responding to this RFQ.***
10. 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*

**REQUIRED FORM**  
**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

**REQUIRED FORM**  
**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)

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

Sworn to and subscribed before me on \_\_\_\_\_, 20\_\_, by \_\_\_\_\_ who is personally known to me or who has produced \_\_\_\_\_, as identification.

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
PRINT Name of Notary Public

My commission expires:



**ATTACHMENT A**  
**SCOPE OF WORK**

## SCOPE OF WORK

This Scope of Work (SOW) is intended to be full maintenance services for Space Florida to maintain and operate the equipment within the Space Florida portfolio in an effective and efficient manner and so there shall be no disruption of normal day-to-day activities to Space Florida or its sublets. The contractor will be responsible for all building components and systems necessary to operate a facility functionally and safely within all guidelines of city, state, federal code, ASHRAE, APPA, BOMA, and ISO standards. This includes the mechanical functionality of the overall portfolio and associated components of listed facilities.

## FACILITIES AND LOCATIONS

### Exploration Park at Kennedy Space Center

As the birthplace of space research and exploration, Florida's Space Coast has grown to be the home of rapidly expanding, cutting-edge industries. In partnership with NASA, Space Florida has developed Exploration Park as an initiative to expand the commercial space industry footprint in Florida. Exploration Park is located just outside the gates of the Kennedy Space Center. It is the world's first and only quadrimodal transportation hub, featuring transportation by land, air, sea and space. The park offers sites ready parcels with all necessary utilities and emergency services for lease and build-to-suit buildings to support research and development, office, and light manufacturing models.



### Park Specifications:

- 200 total developable acreage
- Utilities: Electric / Water/ Sewer / Storm Water Management / Telecommunications

### **Space Life Science Laboratory (SLSL) at Exploration Park**



Space Florida, in partnership with NASA, constructed and updated the Space Life Sciences Laboratory to explore science and engineering in support of the United States' Commercial Space Program. The SLSL offers centralized services, core equipment, and payload processing capabilities along with excellent research and test laboratories. The SLSL is located next to Exploration Park directly outside the security perimeter of NASA's Kennedy Space Center.

#### **Building Specifications:**

- 3 story facility totaling 104,000 total sq. ft.
- 30 Fully Equipped Scientific Research Laboratories
- 11 Hardware Laboratories
- Administrative/Office space
- Full environmental control
- 6 Conference Rooms (up to 100-person capacity)
- Building Services: Vacuum, compressed air, de-ionized water, steam, natural gas, carbon dioxide, electricity, sewage, chilled water.
- Specialized Equipment: Controlled environment chambers, cold rooms, positive pressure tissue culture room, and dark room.

### **South Campus at Cape Canaveral Space Force Station**

Space Florida manages office space just outside the south gate of the Cape Canaveral Air Force Station. This class B space is available for fair market value rent to allow Space Florida to provide office space to potential commercial aerospace companies and entities previously approved by the space force commander to operate on Cape Canaveral AFS.

#### **Building Specifications:**

- 5,160 sq. ft. office space
- Gender Restrooms
- Conference room
- Full kitchen
- Reception area
- 3 office suites
  - Combined 20 private offices.



## Shuttle Landing Facility at Kennedy Space Center



Space Florida's Shuttle Landing Facility (SLF) also known as the Launch and Landing Facility (LLF), is one of the longest runways in the world. The LLF was first used by NASA's Space Shuttle program and in 2013, NASA announced the selection of Space Florida to maintain and operate the LLF. The LLF and accompanying facilities are currently available for use by external customers and is operated and managed by Space Florida under a 30-year property agreement with NASA. The LLF is a FAA Licensed Horizontal Launch and Orbital Re-entry site for commercial spaceflight operations. The LLF is also registered in Florida as a Private-use airport and can support all types and sizes of aircraft and spacecraft vehicles.

### Campus Highlight Information

General Aviation Runway – 15,000 LF

Air Traffic Control Tower – 3,973 sq. ft.

Media Operation Facility – 2,062 sq. ft.

Landing & control Building – 4,640 sq. ft.

News Building – 1,270 sq. ft.

Convoy Vehicle Enclosure – 23,000 sq. ft.

Aircraft Ground Equipment shed – 10,000 sq. ft.

Reuse Landing Vehicle (RLV) Hanger – 50,000 sq. ft.





### **Operational Storage Facility at Camp Blanding**

The Solid Rocket Motor Operational Storage Facility was originally built by the Spaceport Florida Authority for the Lockheed Martin Corporation's long-term storage of the Titan IV Solid Rocket Motor Upgrade (SMRU). Florida's site was selected after intense competition from California, Utah, and Mississippi because of its proximity to railroads, secure location, and convenience to the Florida launch site. The facility is currently leased to United Launch Alliance (ULA) to store Atlas V solid rocket motors in preparation for launches from the Cape Canaveral Air Force Station.

#### **Campus Highlight Information**

- Transfer/Inspection and Maintenance Facility (TIMF), 11,780 Sq ft.
- Segment Storage Facility (SSF), 28,925 Sq ft.
- Covered Air-bearing Roadway (CAR), 26,800 Sq ft. (1,006 feet length)
- Security Entry Control Building (SECB), 2,055 Sq ft.

#### **Location:**

Camp Blanding Joint Training Site, Florida National Guard Base, 10-miles East of Starke, Florida, in Clay County. Lat/Long: 29 degrees, 55'46.93" North – 82 degrees, 00'11.07" West.

### **Area 57 at Cape Canaveral Space Force Station**

Space Florida manages the Area 57 East and West buildings within the Cape Canaveral Air Force Station. These high bay processing facilities allow Space Florida to provide commercial aerospace companies and entities previously approved by the space force commander to operate on Cape Canaveral AFS.

#### **Building Specifications:**

- 2 Main Buildings
- Building 50801- 6,300sqft
- Building 50803- 7,300sqft
- Built in 1973
- High Bay Buildings



## Space Launch Complex 46

at

### Cape Canaveral Space Force Station

The Department of the Air Force (“Air Force”) has granted Space Florida (SF) a license to operate and manage Space Launch Complex 46 (“SLC-46”) and facility numbers 3101 and 3120, under Air Force License No: USAF-AFSPC-DBEH-14-2-0544 and Federal Aviation Administration Office of Commercial Space Transportation Launch Site Operator License Order No. LSO 10-014A (Rev 1) (the “Launch Site License”).

Originally, Launch Complex 46 was constructed by the U.S. Navy in 1985 to support land-based testing of the Trident submarine launched ballistic missile. The U.S. Navy began sharing the complex with the State of Florida in 1993. The complex is equipped with a Mobile Access Structure (MAS) which can be moved into place over the launch pad/flame trench area. Launch Complex 46 is the closest launch site to the eastern tip of geographic Cape Canaveral, and is active today in support of multi-use rocket applications. The environment at the SLC-46 site is corrosive due to the proximity of the nearby ocean and the salt water fog and will require the maintenance associated with this type of environment.



#### Building Specifications:

- Underground Communications Bunker
- Specialized Equipment Include
- Mobile Access Structure
- Low Voltage Switchgear
- Battery Uninterrupted Power Supply (UPS)
- Data Center Liebert Units
- Lighting Protection Grounding System



## **CONTRACTOR RESPONSIBILITIES**

The contractor shall provide the following services:

- 1.1. Provide account management to ensure services are delivered consistent with the stated scope of services, specifications and service expectations. Management services shall include sourcing, supervising and evaluating current service delivery methods and submitting enhancement opportunities to improve quality, customer service, and cost performance as well as satisfying current and new operational business requirements.
- 1.2. Provide comprehensive Operations and Maintenance services to all locations within daily hours of operations that are delineated by Space Florida.
- 1.3. Develop operating plans and strategies, which ensure that adequate resources are available at all times (24/7/365) to properly support or respond to the scale and technical complexity of the building systems and operational occurrences. This shall include inclement weather, environmental, or other events that may disrupt normal day-to-day operations.
- 1.4. Provide complete and efficient operational management of all base building infrastructure systems. Ensure all business environments with full 24/7 auxiliary back-up power capabilities are protected from internal and external interruptions. Ensure all business environments without full 24/7 back-up capabilities are free from controllable interruptions.
- 1.5. The Contractor shall provide on-call emergency services, which includes, but no limited to 24-hour emergency response and procedures for responding to building alarms and severe weather conditions that affect life safety, physical assets or business operations. Ensure qualified and or certified personnel/vendor shall respond within one (1) hour of notification to emergency and be accessible by telephone 24 hours, a day, 7 days a week and 365 days per year.
- 1.6. The Contractor shall be the subject matter expert and consultant for Space Florida to ensure services are delivered per required codes and industry standard practices, consistent with agreement terms of work completed by third party vendor or performed by maintenance contractor.
- 1.7. The Contractor shall provide dedicated personnel for account management, administrative, and certified technical services consistent with industry standards. Staffing plans are to satisfy daily maintenance and service workload and coverage objectives consistent with agreed upon service level agreements, service level response goals, and other Space Florida requirements.

- 1.8. Provide a quarterly operational report that highlight operational issues/conditions and summarize the preventive maintenance, remedial work requests and facility management operations. Reports to be prepared at the Facility level with applicable portfolio services summaries presented.
- 1.9. Monitor technical subcontracted vendors, ensuring services are delivered consistent with agreement terms and service specifications. As necessary, update service specifications based on changing business needs with appropriate approval of Space Florida Facilities Director.
- 1.10. The contractor shall develop, implement, maintain and communicate policies and procedures to contractor staff and Space Florida clients, for quality operations and maintenance services in support of the various Space Florida facilities and amenities. These policies and procedures will be provided via electronic files and will include comprehensive operational manuals, safety programs, emergency procedures (per established Space Florida guidelines), inclement weather and hurricane plan and procedures, building operations and maintenance procedures. All manuals, procedures, and guidelines shall have the concurrence and approval of the Space Florida Facilities Director.
  - 1.10.1. Contractor shall provide Space Florida a copy when the documents have been completed, which shall occur no later than 6 months from the Effective date of the awarded Contract. Contractor shall continuously update documents throughout the Term of the Contract to reflect updates and industry best practices or improvement of any kind or type.
- 1.11. Provide preventive/predictive maintenance and property inspections supporting designated Facilities, including, but not limited to; supporting infrastructure mechanical, electrical, fire/life safety and plumbing systems to keep all in good working order and in compliance with manufacturer's recommendations and industry best practices.
- 1.12. Coordinate all regulatory, building code, fire and safety requirements and develop, implement, maintain and communicate to the Space Florida Facilities Director the following:
  - An effective safety program supporting all OSHA regulations, regulatory reporting requirements and safetyrelated training requirements.
  - A safety data sheet program (SDS) for all chemicals used at any site contained within the portfolio under the Contractor's range of responsibilities.
  - Correspond and be point of contact for regulatory agency inspections/visits to

portfolio.

- 1.13. Contractor shall effectively evaluate the building systems, architectural finishes and products, structure and property to ensure all components are serviced and renewed in a manner that ensures their integrity, appearance and reliability is maintained over the long term and extend useful life.
- 1.14. Contractor shall provide assistance for operations and maintenance unique or specialized requests outside the base operational and maintenance services to include Capital Improvements and Repairs. Contractor shall follow Space Florida procurement policies to include supplying Space Florida with no less than three (3) bid quotations from reputable vendors and submit all information for review and approval to the Space Florida Facilities Director. No markup shall be allowable to Contractor for such work.
  - 1.14.1. Capital Improvements and Repairs are defined as non-routine construction, alteration, or replacement of interior and / or exterior structural components of the facility, such as the roof, load-bearing walls, windows, and foundation. It also includes installation, replacement, or upgrade of major facility systems, such as electrical, heating, ventilation, or air conditioning (HVAC); fire detection, alarm, and suppression systems; security alarm systems; as well as utility service connections to the facility. Space Florida, in its sole discretion, will determine when and how such improvement will be performed and reserves the right to award the work to another contractor and/or to manage the construction of such improvements. In the event Space Florida hires an independent contractor for the Capital Improvement(s), Contractor may, at the discretion of Space Florida, be required to manage and monitor the contractor and the performance of work.
- 1.15. Contractor shall develop a methodology and track the work order costs and volumes separately from base building services for services describe in the above subsection.
- 1.16. Maintain a high level of productivity in the maintenance work force and assure a high-quality standard for maintenance performance.
- 1.17. Provide effective communications and coordination with major capital improvement initiatives that are managed by other entities.
- 1.18. Achieve cost reductions in performing proper maintenance in Space Florida facilities. Meeting or exceeding national comparable cost data for this area.
- 1.19. Provide Space Florida with a successful maintenance program that is measurable through monthly inspections with an inspection report signed by Space Florida Facilities Director and the Contractor. Provide monthly preventive maintenance/work order metrics to

review with FE/M team. Success will also be monitored through the comments from the Space Florida community through a web-based complaint site.

- 1.20. The Contractor shall establish and/or maintain records of individual employees' service contributions for preparation of performance reports to assure that the Contractor's employees are working in the best interest of Space Florida.
- 1.21. The Contractor shall supervise all maintenance skilled employees as shown in the Contractor's proposed facilities organization plan.
- 1.22. The Contractor shall develop, implement, maintain, and communicate a Facilities Department Standard Operational Procedures (SOPs) manual. This SOP shall include but not be limited to; an organizational chart, procedure list, preventive maintenance plan, and any other procedures required for Operations and Maintenance. The primary objectives shall include a functional, safe environment, and the ability to provide the designated levels of plant environment and maintenance. All SOPs shall have the concurrence and approval of the Space Florida Facilities Director.
  - 1.22.1. Contractor shall provide Space Florida a copy when the documents have been completed, which shall occur no later than 6 months from the Effective date of the awarded Contract. Contractor shall continuously update documents throughout the Term of the Contract to reflect updates and industry best practices or improvement of any kind or type.
  - 1.22.2. Management Systems – The Contractor shall provide clearly defined routines, record requirements, reports, tests and inspections, plant operating instructions and administrative procedures essential to the designated levels of plant operations and maintenance.
  - 1.22.3. Research – The Contractor shall provide the research necessary to design and implement the respective operations and maintenance levels and programs.
  - 1.22.4. Direction – The Contractor shall develop and maintain a Maintenance Procedures Manual containing instructions on how each scheduled preventive maintenance task should be performed. All preventive maintenance tasks should be logged into a Centralized Computer Management System (CMMS).
  - 1.22.5. Scheduling – The Contractor shall document the interval of preventive maintenance and task function to be performed by both calendar periods and operating hours as applicable to each piece of equipment. The Contractor is to supply written procedures for each piece of equipment based on equipment manuals.

- 1.22.6. A supply room shall be maintained. If materials are not used within a contract period Contractor will not provide estimated cost for the same material within the following contract period.
- 1.22.7. The contractor shall ensure that each HVAC operators adhere to the Mechanical Code regulations and any other state or federal regulation that may apply on Boiler Operator Licensing and annual boiler operation inspection. Annual Boiler fee will be the responsibility of the Contractor.
- 1.23. The contractor shall adhere to all OSHA safety standards for labor, as well as storage of hazardous materials.
- 1.24. Contractor shall post all permit's associated with any equipment or system in accordance with state, city, and federal codes/regulations.
- 1.25. The maintenance resources of the contractor shall be applied to serve the maintenance management needs of Space Florida. The Contractor shall seek to enhance departmental coordination and cooperation as it related to plant operations and maintenance.
- 1.26. The Contractor shall make initial and continuing recommendations for the operations, maintenance, organization structure, procedures implementation and resource application. The recommendations are to be acted upon only with the concurrence and approval of the Space Florida Facilities Director.
- 1.27. The Contractor shall prepare and maintain a comprehensive digital archive of; operation and maintenance manuals, drawings, wiring control diagrams, warranties, licenses, permits, and other technical documents relating to the Services. The archive will be kept within the workorder system, and any other Space Florida specified site for Facilities Equipment. Contractor shall provide Space Florida a copy when the documents have been completed, which shall occur no later than 6 months from the Effective date of the awarded Contract and become Space Florida property. Contractor shall continuously update documents throughout the Term of the Contract to reflect updates and industry best practices or improvement of any kind or type.
- 1.28. The contractor shall provide, at contractor's expense, all administrative and support services, equipment, insurance, tools, machinery, fuel, transportation, parking, and other goods and services of any kind or type necessary to provide comprehensive maintenance and repair services to operate the Facilities throughout the term. These expenses shall not be as a direct charge to the contract.
- 1.29. The Contractor shall follow Space Florida Consultant and Vendor Travel Reimbursement

Policy for any travel. All travel must be approved in advance by the Facilities Director. Any vehicle the Contractor bills as a direct charge for under the contract must be designated for use under the contract only and will remain on site at all times.

## **STAFFING CONSIDERATION**

### **2. Staffing**

- 2.1. Space Florida recognizes that the most important element of a successful operation and maintenance program is staff or employees hired. The Contractor shall maintain a staff of capable employees thoroughly trained and qualified in the work assigned to them.
- 2.2. Space Florida shall retain the right to request the replacement of any contractors staff for reasons Space Florida deems sufficient.
- 2.3. The contractor shall provide at least (1) one full-time Facilities Manager (FM) or Operational Manager (OM) who shall administer the program on a full-time basis in consultation with the Space Florida Facilities Director.
  - 2.3.1. Candidate must possess the expertise, supervision, and management associated with building systems within designated facilities with the capabilities to ensure all systems function and operate per design, maintain operational reliability and conserve energy usage.
  - 2.3.2. The FM/OM shall be on duty during the regular operating hours delineated by Space Florida. Additional work hours may be required of the FM/OM as requested by the Space Florida's Facilities Director.
  - 2.3.3. The FM/OM is a contract employee through this contract and may be requested to supervise other contract employees while working in conjunction with Space Florida Facilities Administration.
  - 2.3.4. The FM/OM will commit 100% of their time to this project/contract.
  - 2.3.5. The Contractor shall consult with Space Florida for approval as to the selection of the FM/OM.
  - 2.3.6. Space Florida shall retain the right to request the replacement of the FM/OM for reasons Space Florida deems sufficient.
- 2.4. Develop staffing plans that minimize overtime expenses by planning and scheduling, in advance, recurring work tasks assigned to staff that are on off-shifts and/or split shifts.

- 2.5. Develop operating plans and strategies which ensure that adequate resources are always available to properly support or respond to the scale and technical complexity of the building systems equipment, events, and/or occurrences.
- 2.6. Provide effective maintenance support and response to Space Florida administrative and operational requirements. Work schedules or shifts for FTEs will be generated by the contractor and approved by the Space Florida.
- 2.7. The Contractor shall consult with Space Florida as to the selection of contracted staff. In addition, the Contractor shall submit on an annual basis or as needed an organization chart and or spreadsheet with the prospective positions to include the following:
  - Craft type
  - Wage rates/Ranges
  - Certification (Apprentice, Journeyman, Master Electrician, etc.)
  - Years of experience
- 2.8. All employees will be on the Contractors or subcontractors/vendor payroll.
- 2.9. The Contractor must have a qualified substitute readily available in the event the Contractor's employee has a long-term absent or terminated. This substitute would perform normal duties of the absentee.
- 2.10. There shall be a current, written organizational plan for coordination within the department. This plan shall require approval from the Space Florida Facilities Director. Job descriptions, organizational diagrams, lines of communication, and standing orders shall be provided to employees for their understanding and teamwork. This organizational plan shall be included within documents defined in sections 1.10 and 1.22.
- 2.11. The Contractor's personnel policies shall be consistent with the state, city, and federal laws.
- 2.12. The Contractor and employees shall be subject to a criminal background check on each employee who services gated facilities and has reason to visit any Government or facility. Background checks must be maintained through Space Florida and performed by the US Federal Government.
- 2.13. The Contractor shall provide a comprehensive technical training program to include

formal skill level upgrade training, recurring training, refresher training and remedial training to employees working on Space Florida properties. The training program must include formal training courses and on-the-job training. Training certifications and licensing costs for employees of Contractor shall not be a direct charge to the contract.

- 2.14. All employees must be easily identifiable to the Space Florida community via uniforms, and identification badges, which shall be provided at contractor's expense.
- 2.15. Contractor's employees should be trained to be customer-service oriented and to positively and politely interact with Space Florida employees, sublets, and the public when performing contract services. Contractor's employees should be clean, courteous, efficient, and neat in appearance at all times and committed to offering the highest degree of service to the public. If, in the Space Florida Facilities Director's determinations, the Contractor is not interacting in a positive and polite manner with Space Florida employees and the public the Contractor shall take all remedial steps to conform to the standards set by the agreement and is subject to termination for breach of contract.

### **ADDITIONAL CONSIDERATIONS**

#### **3. Considerations**

##### Environmental

- 3.1. Contractor shall comply with all rules, regulations, statutes or orders of, but not limited to, the Environmental Protection Agency ("EPA"), Kennedy Space Center, St Johns Water Management and any other local, state or federal governmental agency with the authority to promulgate environmental laws and regulations.
- 3.2. Contractor shall promptly reimburse Space Florida for any fines or penalties levied against because of the Contractor's failure to comply.
- 3.3. Contractors and their employees who used chemicals during the performance of their jobs must have completed Hazard Communication training in compliance with the Health and Safety Code.

##### Hazardous Materials

- 3.4. The Contractor, subcontractor, and vendors shall have a company safety program that addresses the hazards associated with the scope of services and in compliance with any Space Florida and or Government requirements to include underlying property agreements. The Contractor hired must maintain compliance at all times with all local, state and federal laws and/or regulations with regard to use, storage and disposal of the chemicals or other hazardous materials used during their services performed at a Space Florida location.
- 3.5. All Contractors and its Subcontractor(s)/Supplier(s) are required, to provide Safety Data

Sheets (SDS) for all chemicals used or stored on Space Florida facilities to the Facilities Director and upon request.

- 3.6. Chemicals and/or other materials left behind by any vendor after services are completed will be required to be removed and disposed of by the Contractor. Space Florida is not responsible for the disposal of waste materials left on Space Florida properties by any contracted vendors.

#### Quality Assurance

- 3.7. The Contractor shall maintain on file documents and certification of the mechanical equipment's compliance with the requirement of applicable local, state and federal codes, laws and regulations.
- 3.8. The Contractor shall make recommendations to Space Florida's Facilities Director to facilitate compliance with applicable uniform building codes, uniform fire codes, state and/or federal Occupational Health and safety Codes, and Life Safety Codes.
- 3.9. The Contractor shall maintain good safety practices within the maintenance facility areas and keep equipment, spaces and shops in a tidy condition and participate in the System's safety programs.
- 3.10. Corrective maintenance requisition actions shall be tabulated by category and included in the monthly report.
- 3.11. The Contractor's shall have quality assurance procedures in place to verify all services are being preform in accordance with contract.
- 3.12. The Contractor's Facilities/Operations Manager and Space Florida shall meet as often as necessary to resolve any problems. Contract scope of work non-compliance issues shall be coordinated with the Space Florida Facilities Director, normal day-to-day operations issues shall be coordinated with the assigned Space Florida designated point of contact.
- 3.13. Monthly summary of facilities operations and maintenance functions, accomplishments and objectives shall be prepared and presented for comments, additions and concurrence of Space Florida Facilities and included in the monthly report.
- 3.14. The Contractor's FM/OM must carry portable communications equipment for communication with Space Florida's Facilities Director. Contractor shall provide a 24-hour a day cell phone available to reach the FM/OM.

3.15. Contractor will be evaluated quarterly for performance. Performance will be based on but not limited to:

- Work order response time
- Tenant/Client Customer Service
- Customer complaints
- Visual routine inspections
- Work order completion time
- Work order response time
- Budget Management
- Safety Compliance

#### Computerized Maintenance Management System (CMMS)

3.16. The Contractor shall use a Space Florida computerized work order system that will serve as the mechanism for requesting work and will serve as a means of instruction of work to be done.

3.17. Contractor will record cost and completion dates and durations on each work order by site, building, room, and asset. All work orders shall be distributed, completed, and closed out by the Contractor.

3.18. All contractor work will be available for review by Space Florida at all times. Preventive maintenance schedules with notation of performance shall be maintained in this system as well.

3.19. All information contained in the computer system and files are the property of Space Florida.

3.20. The Contractor shall schedule preventive maintenance tasks by the CMMS to assure a uniform and detailed to the following, but not limited to:

- Inspections
- Lubrications
- Corrective maintenance tasks found during preventive maintenance
- Tests
- Adjustments

3.21. CMMS shall be utilized for, but not limited to:

- Work Order Management
- Preventive Maintenance Mngt
- Maintenance Labor Management
- Workflow Management
- Materials Management
- Asset and Equipment Management

- Key Performance Indicators
- Reporting
- Assessments for Current Buildings,
- Components and Assets
- Deferred Maintenance Identification
- Classification of Ratings and Priorities

3.22. The Contractor shall assist in the responsibility for CMMS set up and implementation such as, but not limited to: Asset Data Collection, Asset GIS locational gathering, and Asset Data Input.

3.23. The Contractor's will create work orders on the CMMS for all calls and will forward the work orders to the appropriate personnel. Priority must be set for each order.

#### Maintenance Audit

3.24. The Facilities Director may conduct a maintenance audit, either alone or accompanied by the Contractor, may request that the Contractor conduct a maintenance audit, or may select a qualified third party to perform a maintenance audit. Such an audit shall include, but not be limited to, inspection of the premises, equipment, inventory, records, logs, and work performance at each facility. The audit may be conducted without prior notice to the Contractor. The audit results shall be provided to the Contractor.

3.25. The Contractor shall correct any discrepancies identified and covered under the terms of the agreement within five (5) working days after the audit results are provided to the Contractor.

3.26. Within ten (10) days after the audit results are provided to the Contractor, the Contractor shall provide Space Florida Director Facilities a written explanation for each discrepancy and corrective action taken. Further, the contractor shall provide the Space Florida Director of Facilities with an inspection and maintenance plan to prevent future occurrences of any problems identified in the audit.

#### Warranty Administration

3.27. The Contractor shall administer and coordinate all warranties provided by construction contractors and equipment suppliers. The Contractor shall perform all work such that all warranties are maintained in full force and effect. The Contractor shall first check the equipment for problems before calling the warranty contractor.

#### Financial and Materials Management

3.28. The Contractor shall fulfill operations and maintenance management responsibilities with a strong and continued attention to fiscal responsibilities. The contractor shall:

3.28.1. Strive for increased effectiveness at lower costs through improved management and engineering practices.

- 3.28.2. Disseminate written instructions necessary to the fiscal management of operations, maintenance, equipment, and supplies.
- 3.28.3. Comply with established Space Florida's fiscal control systems and directives.
- 3.28.4. Comply with Space Florida procurement Board and State Statute requirements.
- 3.29. Contractor shall budget appropriate cost annually and shall prepare operations and maintenance financial and statistical data to assist Space Florida in preparation of its budgets.
- 3.30. Contractor shall provide 3 independent bids for any equipment repair or replacement over the specified limits identified in the awarded Contract. All repairs or replacements over these limits must be approved by the Space Florida Director of Facilities.
- 3.31. The Contractor shall monitor expenditures as designated by Space Florida in accordance with Florida/Federal law.
- 3.32. The Contractor will submit a monthly expenditure and budget report in detail acceptable to Space Florida.
- 3.33. The Contractor shall provide procedures, in accordance with Space Florida directives and guidance, necessary for the implementation of programs for the proper inspection, storage, inventory, security and issue of plan operations and maintenance supplies and equipment.
- 3.34. Space Florida shall not be charged for the Contractor's own expenses for professional services and technical resources in support of its field management to consult and make recommendations concerning Facility Maintenance service proposals.

## **FACILITIES MAINTENANCE REPAIR & SERVICES**

### **4.**

#### **4.1. GENERAL FACILITIES MAINTENANCE REPAIR & SERVICES**

- 4.1.1. All general facilities maintenance and repairs are the responsibility of the contractor under this contract. Any maintenance and repair services that are above \$5,000 shall be approved by Space Florida and addressed by way of the work order process which; shall be on an as needed/requested basis (ancillary service).

4.1.2. Contractor shall maintain a detailed list of major building components associated with Space Florida's infrastructure. This list shall be shared with Space Florida and updated as any changes are made. This list will include at minimum: type, location, material makeup, quantity, capacity, serial and model number. List shall be maintained and updated within Space Florida's CMMS

4.1.3. Facilities maintenance includes operational needs, parts, predictive, preventive and corrective maintenance for facilities components including but not limited to the following list:

- Painting
- Fencing
- Window repair
- Carpet repair
- Structural repair
- Door hardware repair
- Ceiling tile replacement
- Finishes maintenance
- Manual & auto doors
- Wall/floor tile repair
- Parking lot repair
- Wheel stop maintenance
- Envelope/Roofing
- Furniture/laboratory materials moving and event setup.

**Additional Considerations**

- Repair/Replacement of items or equipment damaged by vandalism, acts of God, or other circumstances that result in failure that is beyond Contractor's control
- All other tasks directly related to facilities maintenance not listed herein.

**4.2. ELECTRICAL SYSTEM MAINTENANCE SERVICES**

4.2.1. All electrical maintenance and repairs are the responsibility of the contractor under this contract. Any electrical services that are above \$5,000 shall be approved by Space Florida and addressed by way of the work order process which; shall be on an as needed/requested basis (ancillary service).

4.2.2. Contractor shall maintain a detailed equipment list of all components associated with Space Florida's primary and secondary electrical systems. This list shall be shared with Space Florida and updated as any changes are made. This list will include at minimum: type, location, model number, serial number, and voltage & amperage. List shall be maintained and updated within Space Florida's CMMS.

4.2.3. Electrical maintenance services include parts, predictive, preventive and corrective maintenance for all electrical components including but not limited to the following list of electrical systems:

- Primary Power Systems – Transformers/Main switchgear/Wiring/Sub-stations
- Secondary Power Systems – Switchgear/Motor control centers/Disconnects/ Panel boards/ Circuit breakers/Transformers/ Receptacles
- Lighting Systems - Relays and controls/Photocells/Lighting dimmer controls/Light fixtures/Emergency lighting/Parking lot lights/Wiring Switches/Signage
- Uninterrupted Power Unit System – Batteries/ Transfer switches/Wiring devices and accessories
- Potable and Non-Potable Water Systems – Pump and motor wiring and controls
- Emergency Power Generators – Transfer Switches/Instrumentation Panels/Wiring/Batteries

4.2.4. Electrical maintenance to include but not limited to annual electrical panel maintenance that entails visual inspections as well as verification of tight and correct terminations. Thermal imaging will be incorporated in preventative maintenance inspections and critical infrastructure repairs. Contractors' preventative maintenance plan shall be approved by Space Florida Facilities Director.

#### 4.3. ELEVATOR AND WHEELCHAIR LIFT SERVICES

4.3.1. It is the intent of this contract for all elevators and components to be maintained by the contractor. All-inclusive service shall be expected under the terms.

4.3.1.1. The Contractor shall provide a preventive maintenance program tailored to the building's specific needs. Equipment type, component life, equipment usage, and building environment will be considered when planning routine maintenance schedules for each elevator. Contractors' preventative maintenance plan shall be approved by Space Florida Facilities Director.

4.3.1.2. All equipment, materials, adjustments, and installation shall be in compliance with the latest American National Safety Code for Elevators, Dumbwaiters, Escalators and Moving Walks; NASI A1 7.1 and A1 7.2, including any and all supplements.

#### 4.4. HVAC SYSTEMS MAINTENANCE SERVICES

4.4.1. All HVAC maintenance and repairs are the responsibility of the contractor under this contract. Any HVAC services that are above \$10,000 shall be approved by Space Florida and addressed by way of the work order process which; shall be on an as needed/requested basis (ancillary service).

4.4.2. Contractor shall maintain a detailed equipment list of all components associated with

Space Florida's HVAC systems. This list shall be shared with Space Florida and updated as any changes are made. This list will include at minimum: type, location, model number, serial number refrigerant, voltage, CFM, and filter size & quantity. List shall be maintained and updated within Space Florida's CMMS

4.4.3. HVAC system maintenance includes parts, predictive, preventive and corrective maintenance for HVAC components including but not limited to the following list:

- Air handlers
- System piping/pumps
- Variable frequency drive
- Cooling towers
- DX split systems
- Water system treatment
- Heat exchangers
- Fume hoods
- Water deionizers
- Air Compressors
- Ice machines
- Water Softeners
- Fan coil units
- Hot water/steam boilers
- Walk/Reach-in Freezers/Refrigerators
- VAVs
- Thermostats/Sensors
- Building Automation System
- Heaters/Furnaces
- Valves/Actuators
- Package Units
- Louvers/Dampeners
- Exhaust fans
- Air/Water cooled chillers

4.4.4. Contractors' preventative maintenance plan shall be approved by Space Florida Facilities Director. The intervals of the preventative maintenance and Major Stop Maintenance shall be determined by the Contractor's best judgments based on equipment applications, operating hours, age and routine preventive inspection results.

4.4.5. The Contractor shall perform complete maintenance service, inspections, and emergency calls for all equipment included under this Scope of Services. This service shall consist of thorough maintenance work in accordance with the equipment manufacturers recommended tasks and frequency and best commercial practice governing the maintenance of air, heating and ventilating systems.

4.4.6. The Contractor shall replace worn or failed components and parts. All replacement parts will be of like or current design to minimize system depreciation obsolescence.

4.4.7. Contractor must provide personnel that can operate and maintain the building and HVAC control systems. This personnel must have experience with systems similar to the Facilities currently in place.

4.4.8. All work shall comply with all city, state, federal, and industry standards.

#### 4.5. BUILDING FIRE LIFE SAFETY MAINTENANCE SERVICES

- 4.5.1. The Contractor shall manage, monitor, adjust, maintain and repair Life Safety systems including Fire alarms & Fire Suppression Systems at listed Space Florida facilities under this contract. Any services that are above \$5,000 shall be approved by Space Florida
- 4.5.2. Contractor shall maintain a detailed equipment list of all components associated with Space Florida's life safety systems. This list shall be shared with Space Florida and updated as any changes are made. This list will include at minimum: type, location, model number, serial number and voltage & amperage. List shall be maintained and updated within Space Florida's CMMS
- 4.5.3. Contractor will be required to have someone that can manage and understand the control systems on staff.
- 4.5.4. All equipment, materials, adjustments, and installation shall be in accordance with and as specified by National Fire Protection Act (NFPA) 72, National Fire Alarm Code, 2013 Edition as adopted by the Florida Fire Prevention Code, and by the Florida Administrative Code 69A-48, Fire Safety Standards for Fire Alarm Systems, Rule Title 69A-21, rules of the Division of the State Fire Marshal to include all city, state, and federal regulation codes. It shall be the contractor's responsibility to maintain full compliance with any and all fire code or regulations that apply to the Space Florida. This includes annual and monthly inspections of fire extinguishers in accordance to current NFPA standards.
- 4.5.5. Maintenance services include parts, predictive, preventive and corrective maintenance for all electrical components including but not limited to the following list of electrical systems:
  - Generators
  - Smoke detectors
  - Piping valves
  - Wiring
  - Devices
  - Jockey pumps
  - Annunciators/Speakers
  - Flow detectors
  - Flow switches
  - Valve switches
  - Fire pumps and controls
  - Sprinklers (wet/dry)
  - Fire hose cabinets/racks
  - Manual fire extinguishers
  - FM 200/Halon tanks
  - Eye Wash Stations
- Manual pull stations
- Alarm bells and lights

- 4.5.6. All replacement parts shall be new and have the same manufacturer as original parts and shall be locally inventoried.
- 4.5.7. Fire system component repair due to renovation, code changes, or current yellow tagged item. Contractor has the burden to prove this condition.
- 4.5.8. Contractor shall be required to obtain 24/7/365 third-party monitoring service for any and all fire life safety components within the Space Florida portfolio.

#### 4.6. BUILDING ALTERATIONS

- 4.6.1. The Contractor shall provide consultation for minor rearrangement of Space Florida spaces, equipment and furniture as needed.
- 4.6.2. The Contractor shall develop, implement, and maintain records of alterations, such as "as built" drawings, in CAD and PDF format for any changes made to the Facilities. Drafting services may be request by Space Florida to record building's existing status.
- 4.6.3. The Contractor shall consult the Space Florida Facilities Director in the planning of major structural alternations, including, but not limited to, supply estimations, etc., as requested by Space Florida facilities as needed.
- 4.6.4. Internal Projects – The Contractor personnel shall supervise minor building alterations in accordance with designs originated by contractor and approved by the Space Florida Facilities Director. The Contractor shall make installations, fabrications, alterations and special projects in accordance with the resources of staff, finances, material, time and space allotted to the building operations and maintenance organization and as authorized by the Facilities Director.
- 4.6.5. All alteration, modification and addition to buildings, major systems, sub-systems major equipment and ground items of significance shall be approved in advance, in writing by Facilities Director.
- 4.6.6. Contractor must provide in writing all requisitions requiring the expenditure of funds in advance. All requisitions must be approved by the Space Florida Director of Facilities.
- 4.6.7. External Projects – Certain major repairs, special maintenance, and alterations may, be performed by other external contractors outside of this contract. The Contractor shall cooperate fully with Space Florida and its external Contractor(s) in such

situations. The cost of Space Florida facilities projects to be completed by other external Contractor(s) shall be the responsibility of Space Florida and shall not be considered part of this contract.

4.6.7.1. The Contractor may be required to:

- Assist in planning the desired work.
- Prepare procurement specifications as desired by Space Florida.
- Supervise entirely or assist in the supervision of the external Contractor(s).
- Work cooperatively with the other external Contractor(s) as directed by Space Florida's Facilities Director.
- Coordinate operations activities under its supervision with any projects undertaken by the outside Contractor(s).
- Perform Tenant Modifications

#### 4.7. MISCELLANEOUS SERVICES

4.7.1. Miscellaneous maintenance and repairs services in this section are the responsibility of the contractor under this contract. Any services that are above \$5,000 shall be approved by Space Florida and addressed by way of work order process which; shall be on an as needed/requested basis (ancillary service).

4.7.2. Contractor shall perform annual inspection of fuel storage tanks in accordance with EPA guidelines. Record keeping shall be in accordance with all city, state, and federal code.

4.7.3. Contractor will perform regular testing of the fuel and provide chemical rectification to restore fuel to ideal performance levels for emergency generator fuel tanks. Fuel filtration techniques are employed when fuel has water and/or sediment levels that exceed ASTM standards or when microbiology growth is detected. Completed forms are to be sent to the Facilities Director.

4.7.4. Provide installation, maintenance, and repair services for electronic security equipment services required at designated properties within the portfolio. Functional components include intrusion alarms systems, CCTV, video surveillance and recording, duress alarms equipment, door contacts, access control system equipment and other electronic equipment and devices.

4.7.4.1. Contractor shall maintain a detailed equipment list of all components

associated with Space Florida’s electronic security equipment systems. This list shall be shared with Space Florida and updated as any changes are made. This list will include at minimum: type, location, model and serial number. List shall be maintained and updated within Space Florida’s CMMS

4.7.5. Maintain all plumbing systems and associated components including but not limited to the following list of potable and non-potable water systems:

- Water detention pond pumps
- Pumps
- Filters
- Softeners
- Hot water heaters
- Isolation valves
- Piping
- Purifiers
- Sewage pumps
- Fixtures
- Controls and related plumbing components

4.7.5.1. Contractor shall maintain a detailed equipment list of all major components associated with Space Florida’s Plumbing systems. This list shall be shared with Space Florida and updated as any changes are made. This list will include at minimum: type, location, model, and serial number. List shall be maintained and updated within Space Florida’s CMMS

4.7.6. The Contractor shall maintain and repair pavement, electrical infrastructure and associated airfield lighting to the runway and associated taxiway/aprons at the Launch/Shuttle Landing Facility in compliance with the latest FAA Advisory Circular 150/5380-6C, 150/5340-1M, and 150/5340-26C.

4.7.6.1. Pavement repairs include isolated full depth, partial depth spall repairs, partial depth crack repairs, and joint sealant replacement. Other work elements include maintenance of traffic, permanent and temporary electric and airfield lighting, pavement markings, runway grooving, and stormwater pollution prevention.

4.7.7. The Contractor shall maintain, and repair Space Florida owned above ground and underground infrastructure exterior to the building to include, but not limited to:

- Electrical Systems
- Sewer Systems
- Water Systems
- Roads and Drainage
- Roadway Lighting
- Detention Ponds
- Retention Ponds
- Telecommunications

4.7.8. The Contractor shall monitor, and track Space Florida owned equipment that Space Florida’s provided property tags based on direction from Space Florida Facilities Director or designee.

- 4.7.8.1. The Contractor shall coordinate new inventory that is received and needs appropriate tagging and provide updates to Space Florida at that time.
- 4.7.8.2. The Contractor shall conduct an inventory review with Space Florida Inventory Manager and Accounting Representative to include notification of assets description and location.
- 4.7.8.3. The Contractor shall conduct an equipment inventory review within thirty (30) days of start of contract, quarterly, and thirty (30) days prior to contract end or more frequent as determined by Space Florida.
- 4.7.8.4. The Contractor shall dispose of Space Florida assets and equipment in accordance with Space Florida’s Asset Inventory Policy and Procedures.
- 4.7.8.5. Space Florida assets will not be removed from their permanent location without prior approval from the Space Florida Facilities Director unless it is an emergent situation. In the event of an emergent situation notification will be provided to the Space Florida Facilities Director as soon as possible.
  - 4.7.8.5.1. All Space Florida tools and equipment shall remain on the Space Florida Properties at all times.
- 4.7.9. The Contractor shall coordinate with NASA/KSC for security and emergency services pursuant to Reimbursable Space Act Agreement (RSAA) KCA-4339.
- 4.7.10. The Contractor shall support tours of Space Florida facilities and or properties as reviewed and approved by Space Florida.
- 4.7.11. The Contractor shall operate and maintain Space Florida’s Water Systems to comply with applicable standards per Florida Administrative Code 62-555, Permitting, Construction, Operation, and Maintenance of Public Water Systems including 62-555.350, Operation and Maintenance of Public Water Systems, and 62-555.360 Cross-Connection Control for Public Water Systems. The Contractor shall: Exercise all isolation valves & fire hydrants, air release valves.
  - 4.7.11.1. Flush dead-end water mains quarterly or as necessary whenever legitimate water quality complaints are received.
  - 4.7.11.2. Perform utility locator services as requested by the Space Florida Facilities

Director.

4.7.11.3. Perform preventive maintenance of water system and components in accordance with manufacturer's recommendations.

4.7.11.4. Perform monthly meter readings to include an accumulated monthly spreadsheet.

4.7.11.5. Perform meter calibrations & replacements in accordance with manufacturer's recommendations or once every 5 years, whichever is more frequent.

4.7.11.6. Perform backflow preventor annual certification of all backflow preventers within the water distribution system.

## 5. OPTIONAL SUPPORT SERVICES

### 5.1. Specialize Rigging & Heavy Transport

5.1.1. The contractor shall provide specialty rigging and logistical services for air cargo, vertical/horizontal launch support, and laboratory equipment and specialty payloads.

### 5.2. Rolling of the MAS

5.2.1. The Contractor may provide MAS rolling services to Tenant and will bill those services separately.

### 5.3. Front Desk Services

5.3.1. The contractor shall provide front desk receptionist services to include employee, client, and visitor temp badging, conference room reservation management, client telephone switchboard support.

5.3.2. Contractor shall ensure all personnel entering the SLSL are properly badged and have signed into the facility.

5.3.3. Contractor shall maintain a web-based tenant directory with contact information.

#### 5.4. Mailroom Services

5.4.1. The Contractor shall manage sorting and distribution of client and tenant mail, processing, assist with bulk mailings, package shipping and receiving, and arrange courier and messenger services, for the Space Life Sciences Laboratory on a daily basis (SLSL).

5.4.1.1. Bulky items or tenant equipment shall be hand delivered to tenant location.

5.4.2. The Contractor shall manage the off-loading and inspection of all mail and delivered equipment received within the SLSL.

5.4.3. The Contractor shall develop, implement, and maintain a tracking/manifest system to validate delivery and condition of package.

5.4.4. The Contractor shall ensure all hazardous materials are handled, packaged, shipped, and received properly in accordance with all Department of Transportation and Space Florida regulations.

5.4.4.1. Contractor shall maintain an inventory and appropriate documentation of all chemicals delivered to the SLSL.

5.4.5. Contractor shall manage the loading dock and track and badge all contractors and vendors providing equipment, maintenance, or offloading services to the SLSL via the shipping/receiving dock.

#### 5.5. Environmental Health and Safety Services

5.5.1. The Contractor shall manage the Space Florida's Environmental Compliance Program, which will interface with State, Federal, NASA, Brevard County officials, regulators, and inspectors as well as appropriate Space Florida personnel, for all Safety, Environmental and Fire/Life Safety inspections.

5.5.2. The Contractor shall provide and coordinate with the Space Florida's Environmental, Safety and Health Program Manager environmental, safety and industrial hygiene compliance oversight.

5.5.3. The Contractor shall conduct and document internal safety and environmental inspections, compliance reviews, and hazards assessments of the facilities, laboratories, rooms, grounds, and areas, etc., in accordance with Space Florida policies and procedures.

- 5.5.4. The Contractor shall work with laboratories, researchers, tenants, and shops to integrate safety into operations and promote safe work practices based on regulatory requirements, best management practices, policies, and procedures.
- 5.5.5. The Contractor shall coordinate and review tenant processes and verify they are documented appropriately on tenant applications for Space Florida’s review and approval.
- 5.5.6. The Contractor shall establish protocols and procedures for accepting and storing tenants' chemicals and hazardous materials. Contractor shall clearly deliver the safety requirements to the tenants, post appropriate signs and warning labels, and maintain a written or electronically stored chemical and/or hazardous materials inventory as well as the appropriate Safety Data Sheets.
- 5.5.7. The Contractor shall participate in risk analysis associated with new tools, equipment, use of gases/chemicals, and processes. Review the use of high hazard materials for safety risk mitigation. Develop and/or document protocols and systems for storage, usage and disposal of hazardous materials and or hazardous wastes including biological safety levels I and 2.
- 5.5.8. The Contractor shall review and update emergency response protocols; coordinate/conduct training to appropriate personnel for emergency responses and hazardous communications.
  - 5.5.8.1. Coordinate with NASA/KSC and on-call contractors for emergency services including chemical spills, fires, or other emergencies.
- 5.5.9. The Contractor shall ensure all staff personnel receive training appropriate for their assigned duties annually and on an as needed basis, including but not limited to Hazardous Communication (HazCom), hazardous waste, fall protection, etc., in compliance with all applicable OSHA, EPA, FDEP, Space Florida, NASA, or other federal, state, and local requirements. Contractor shall keep documentation tracking trained employees in accordance with Section 1.22.
- 5.5.10. The Contractor shall manage the solid waste including all hazardous waste material in a manner that complies with all Federal, State, local and SF laws, rules, regulations, and policies.
- 5.5.11. The Contractor shall consult with principal investigators and tenant point of contact regarding inspection findings and provide appropriate recommendations.

- 5.5.12. The Contractor shall Immediately (within 15 minutes) notify the Space Florida EHS official and Facilities Director when a regulator/inspector requests an inspection or arrives at the facility to perform an unannounced inspection. Contractor must notify Space Florida of any notice of violation or noncompliance immediately.
- 5.5.13. The Contractor shall report any noncompliance or perceived noncompliance situations to Space Florida within the same day discovered.
- 5.5.14. Space Florida shall provide the demarcation points to the Contractor for safety oversight of construction activities. For construction projects in Exploration Park or the LLF the General Contractor (Construction GC) will be responsible for site safety within the limits of construction area and the Contractor shall be responsible for the remainder of the Exploration Park or the LLF property.
- 5.5.15. The Contractor shall, when appropriate, assist Space Florida to obtain and maintain environmental permits.

#### 5.6. Physical and Emergency Security Services

- 5.6.1. The Contractor shall manage and provide badging and/or proximity cards for residents and tenants of leased space as well as guest, contractors, or vendors.
- 5.6.2. The Contractor shall monitor Space Florida portfolio perimeter security during operational hours as needed and prescribed by Space Florida; review surveillance video when requested or required; investigate, document, and report incidents to the Space Florida Director of Facilities immediately.
- 5.6.3. The Contractor shall develop, implement, and maintain a Facility Security Plan and supporting policies, procedures, and guidelines for all premises pursuant to industry best practices.
- 5.6.4. The Contractor shall develop, implement, and maintain Facility Risk Assessments for all Space Florida premises pursuant to US Homeland Security Guidelines and industry best practices. Risk assessments shall include a security risk improvement plan and prioritized security recommendations.
- 5.6.5. The Contractor shall assist staff and tenants with emergency and incident response protocols and coordinate and conduct training for emergency, security, and hazardous communications. Provide staff and tenants with security awareness training and updates.

- 5.6.6. Provide orientation to include physical safety, security, and other policies to all personnel, tenants and contractors who require an access badge.

## 5.7. Custodial Services

- 5.7.1. The Contractor shall provide the necessary custodial services for the Facilities Portfolio as directed by Space Florida Facilities Director.

### 5.7.2. Description of Services

- 5.7.2.1. Building entrances interior and exterior should appear neat, clean, and free from litter, debris, and other types of soilage at all times. Matting should be clean and safe for traffic at all times.
- 5.7.2.2. Matting should be supplied by contractor and should be free from sand, dirt, moisture, and other types of soilage. For safety and appearance, worn matting should be replaced as soon as it shows signs of deterioration.
- 5.7.2.3. Halls should be free of trash and dirt. Corners and edges should be clean without visible build-up of dirt or old floor finish. All entrance mats must be free of trash and dirt underneath. Halls should shine with no hint of streaks or dust film.
- 5.7.2.4. Hard surfaced hallways should be clean, free from sand or dirt and other types of soilage. Surfaces should be polished and shiny at all times. Care should be taken to ensure that procedures for specialty floors are observed.
- 5.7.2.5. Carpeting should be clean, static free, and free from litter, debris and other types of soilage.
- 5.7.2.6. Interior stairways and landings should be neat, safe, clean, and free from litter, debris, and other forms of accumulated soilage at all times. There should be no traces of spills, stains, gum or sticky accumulations on stairways or railings.
- 5.7.2.7. Common areas should be policed periodically to ensure a neat, clean, well-organized area, free from accumulated litter and soilage. There should be no trace of spills, gum accumulations, stains, and other types of soilage. Hard floor

surfaces should be polished and shiny. Carpeted areas should be clean and free from stains and other types of soilage.

- 5.7.2.8. Concession and vending machine area should be neat, clean, and free from accumulated litter and soilage at all times, there should be no trace of spills, ground-in food, or other types of soilage. Floors should be shiny and polished. Carpeted areas should be free from stains and accumulated soilage.
- 5.7.2.9. Elevator area should be neat, clean, and free from accumulated litter and soilage at all times. There should be no trace of spills, ground-in food, or other types of soilage. Floors and walls should be shiny and polished. Carpeted areas should be free from stains and accumulated soilage.
- 5.7.2.10. Restrooms should be neat, clean, odor free and free from litter and soilage. All surfaces should be clean and free from bacterial contamination.
- 5.7.2.11. Laboratories should appear neat, clean, and free from accumulated litter and soilage at all times. There should be no trace of spills or other types of soilage. Hard floor surfaces should be shiny and polished. Carpeted areas should be free from stains and accumulated soilage. Whiteboards and trays should be clean and free from writing and dust. Movable chairs and seating should be neatly aligned to their original position.
- 5.7.2.12. Conference room areas should appear neat, clean, well-organized, and free from accumulated litter and soilage at all times. There should be no trace of spills or other types of soilage. Hard floor surfaces should be shiny and polished. Carpeted areas should be free from stains and accumulated soilage. Whiteboards tables, and trays should be clean and free from dust. Movable chairs and seating should be neatly aligned to their original position.
- 5.7.2.13. Custodial areas should appear neat, clean and well-organized at all times. The degree of cleanliness and orderliness should be the same as in any other area of the facility.
- 5.7.2.14. Sinks and closets should appear neat, clean and well organized at all times. Areas should be free from litter, debris and clutter. The degree of cleanliness and orderliness should be the same as in any other area of the facility.

- 5.7.2.15. Storage areas should appear neat, clean and well organized at all times. Areas should be free from litter, debris and clutter. The degree of cleanliness and orderliness should be the same as in any other area of the facility. Safety Data Sheets for all chemicals in use must be available.
- 5.7.2.16. Lunch and break room areas should appear neat, clean and well organized at all times. There should be no trace of spills or other types of soilage. Floor surfaces should be shiny and polished. Carpeted areas should be free from spills and accumulated soilage. Eating surfaces should be sanitized.
- 5.7.2.17. Shower facilities should appear neat, clean and free from litter and soilage. All surfaces should be clean and sanitized.
- 5.7.2.18. Office areas should appear neat, clean, and free from accumulated litter and soilage. Trash cans shall be emptied when offices are cleaned.
- 5.7.3. Environmentally friendly and low VOC cleaning products (products that have a lesser or reduced effect on human health and the environment when compared with the products that serve the same purpose) shall be used when possible for custodial operations.
- 5.7.4. Restrooms are to be cleaned and sanitized with an appropriate all-purpose disinfectant and deodorizer/cleaner.
- 5.7.5. Contractor must work with SF Facilities Director to ensure best products are used to reduce/eliminate odor and plumbing issues.
- 5.7.6. All products used shall not damage building surfaces and will meet with the building material manufacturer's specifications. Low VOC preferred.
- 5.7.7. The following cleaning supplies are to be furnished by the Contractor:
- Deodorizers
  - Cleaners
  - Disinfectants
  - Paper towels
  - Toilet tissue
  - Hand Sanitizer
  - Foam/Liquid hand soap
  - Plastic trash and recycling can liners
  - Premium quality nonslip floor wax with appropriate sealer, finish, stripper and maintainer

5.7.8. The intervals of the cleaning preventative maintenance plan shall be determined by Contractor's best judgments based on applications, operating hours, age and routine preventive inspection results. Contractor's cleaning maintenance plan shall be approved by Space Florida Facilities Director.

## 5.8. Landscape and Grounds

5.8.1. The Contractor shall provide the necessary landscape and ground services for the Facilities Portfolio as directed by Space Florida Facilities Director.

5.8.2. Contractor is to maintain landscaped areas in a neat, manicured and maintained appearance generally in accordance with UF/IFAS recommended methods and standards according to the calendar schedule herein.

### 5.8.3. Description of Services

5.8.3.1. The Contractor shall be responsible for cutting and/or trimming the grass and other plants or weeds. Scalping of grasses will not be tolerated. Grass shall be trimmed to a height no lower than four inches (4") in non-growing periods and three inches (3") during fast growth periods. Grass shall be trimmed six inches (6") into the water's edge with a string trimmer on each mowing cycle. This includes any area that has laying water or is too wet to be mowed with regular mowing equipment during the wet period months.

All debris and litter shall be picked up and legally disposed of off-site according to current recycling and disposal practices. This includes, but is not limited to, paper, cardboard, wood, bottles, cans, and plastic. Also, all fallen palm fronds, excess grass clippings, and fallen tree branches shall be removed from all sites at each mowing cycle.

The Contractor shall line-trim or weed-eat each mowing cycle using monofilament line next to buildings, signs, light posts, in-ground valving/boxes, fire hydrants, fencing, and other structures without damage to the aforementioned.

Edging of grass next to sidewalks, adjacent to asphalt driveways and parking areas shall be edged once monthly. All edging of pavement shall be done mechanically with a blade edger, not chemically. Sidewalks and curbed areas shall be cleaned of all cuttings and/or debris resulting from edging the sidewalks, curbs, and asphalt drives/parking areas.

Walkways shall be cleaned immediately following each mowing and all cuttings and debris shall be removed from the site by the contractor and not blown into the street, planter beds or storm drains. Care must be taken not to leave ruts or spinouts in the turf area during wet periods. Any mud tracked onto sidewalks on facility grounds must be removed and cleaned with brush and water prior to leaving the maintenance site.

- 5.8.3.2. Hedges, bedded plantings, ornamental trees and shrubs shall be trimmed/pruned in a fashion appropriate to the species and function of the plants and beds according to UF/IFAS CIR853, Pruning Landscape Trees and Shrubs.

Pruning shall occur a minimum of three (3) times annually, generally once in early spring, once in the summer and once in the fall, in conjunction with the growing/dormant seasons and flowering needs for the specific plants. Minor feathering to maintain hedge shape throughout the year shall be included at no additional cost to the annual trimming. All trimmings shall be removed and legally disposed of off-site.

Ornamental grasses shall be cut back to four (4”) to six (6”) inches once per year in the Spring. Sucker growth at the base of trees shall be removed by hand trimmers. Any canopies that are required to be trimmed should be maintained off the ground for clearance at eight (8’) feet in height. All Palm Trees are to be pruned annually following UF/IFAS Standards. Summary of standards for most palms are any fronds lower than 3 and 9 o’clock position and removal of all seed pods and husks during the trimming cycle. Booting is not allowed unless it is agreed upon for aesthetics and or safety.

- 5.8.3.3. Weeds and non-planted grasses are to be controlled in mulched areas and on walkways as needed with approved contact herbicide spray and/or manual weeding as required or necessary to not damage any surrounding plants or living material. This includes any entrance sidewalks and associated hardscape areas adjacent to plant beds. All application of pest or weed control products must be performed by or under the direct supervision of an appropriately certified and licensed applicator.

Weed control in developed planting areas, including freestanding hedgerows, hedges along buildings, tree circles, and areas other than turf that may or may not have intentional plantings which have been mulched are to be maintained weed free. This includes any entrance sidewalk and associated hardscape areas adjacent to plant beds and/or entrances like rocked drainage ways and shelled parking areas.

Chemicals to be applied shall be approved in advance by the Space Florida Facilities Director and EHS. All chemicals shall be applied at the rates and methods recommended on the manufacturer's labels. All chemicals shall be applied early in the day when there is no more than a slight chance of rain. Chemicals shall not be applied on windy days. All over-spray shall be prevented and contact with any pedestrians, their property or pets shall be strictly avoided. The Contractor shall be responsible for replacement of ornamental plants killed or damaged by herbicide application.

- 5.8.3.4. Pest and disease control of landscape plants within maintained landscape areas is included in the scope of work. No insect or disease control for turf is required. The applications for groundcovers, shrubs and trees shall be on an 'as needed' basis. In conjunction with weed control, the Contractor shall make on-site inspections for pest problems and treat upon detection and notification to Space Florida Facilities Director.

All chemicals shall be applied at the rates and methods recommended on the manufacturer's labels. Chemicals to be applied shall be approved in advance by the Space Florida Facilities Director and EHS. It is required that the Contractor/Subcontractor performing these services shall possess and provide to the County all Licenses and Certifications. Pesticide application will be made in accordance with the rules and regulations governing the use of pesticides by the State of Florida and the County.

- 5.8.3.5. Use irrigation system for watering where available. Water schedule based upon evapotranspiration conditions.
- 5.8.3.6. All planted areas and tree rings shall be mulched to achieve a finished settled depth of three (3") inches. Turn, and rake Mulch in all Plant Beds and Tree Rings as needed to maintain the proper thickness throughout the year. Ongoing mulch maintenance is not a substitute the full mulching that takes place in January.

Mulch in plant beds must be maintained at a depth of three (3") inches to four (4") inches thick during all seasons of the year. Tree Rings are to be mulched in a six (6') foot diameter for mature trees and four (4') foot diameter for small trees. All mulch shall be: Grade "A" Shredded Eucalyptus Mulch, natural color.

Old spent mulch that hasn't broken down may need to be removed and disposed of to eliminate the raising of plant beds that cause the mulch to be unreasonably higher than the surrounding areas. Disposing of this spent mulch will require disposing of this material offsite, in accordance with any applicable Federal, State or Local Laws. Such removal of this material shall be considered incidental

to the scope of work.

5.8.4. Lawn Maintenance around Air Conditioning Equipment:

- If Air Conditioning (A/C) condensing units are located in an area that requires mowing, the mower needs to be discharging the clippings away from the A/C equipment.
- If the A/C equipment is located on housekeeping (Concrete/Plastic) pads, the perimeter of the pads will require weed eating/trimming as to allow the equipment to not be obstructed from airflow.
- If the A/C equipment is in an enclosed area where lawn maintenance is required, weed control may require the use of a weed/grass killer as to control growth this includes equipment that is setting on gravel/stone.

5.8.5. The intervals of the landscape maintenance plan shall be determined by Contractor's best judgments based on applications, operating hours, age and routine preventive inspection results. Contractor's landscape maintenance plan shall be approved by Space Florida Facilities Director.

5.8.6. While weather conditions sometimes affect a mowing cycle, the Contractor shall be responsible for monitoring the weather in order to implement an earlier start time, if necessary, to complete the work within the prescribed time limitations. Services will begin and be completed without interruption or lag time.

5.8.7. It also may occur when extreme drought conditions, or difficulties due to ongoing construction that will prompt a Contractor to skip specified mowing or portions of mowing when there is no turf growth, or where access is hindered. This will be arranged at the discretion of Space Florida's Facilities Director.

5.8.8. Provide and place, at time of service, traffic control meeting Florida Department of Transportation, M.U.T.C.D. and Indexes.

5.8.9. If, as determined by the Space Florida, trees, shrubs, palms, plant material or turf grasses become damaged beyond its existing character or condition or die due to neglect or damage caused by the Contractor, their employees or subcontractors, they shall be replaced within 14 calendar days after notification at the Contractor's expense.

5.8.10. The Contractor shall not damage any curb or turf areas due to mounting his equipment. If such damage occurs, the Contractor shall incur correction/repair costs as determined by the Space Florida.

5.8.11. Contractor shall follow Green Industry Best Management Practices (GI-BMP) as

taught by UF/IFAS Florida Friendly Landscaping Program.

**DELIVERABLES**

<b>Description</b>	<b>Anticipated Date</b>	<b>Occurrence</b>	<b>Section</b>
Facilities Operations Review	NLT 30 days pass the following month	Quarterly	1.8
Operations & Maintenance Program	6 months within the initial Term year	Ongoing	1.10/1.22
Emergency & Safety Program	6 months within the initial Term year	Ongoing	1.10/1.22
Inclement Weather & Hurricane Program	6 months within the initial Term year	Ongoing	1.10/1.22
Facilities Operations Report	NLT 30 days pass the following month	Monthly	1.10/1.22
Facilities Department Standard Operational Procedures	6 months within the initial Term year	Ongoing	1.10/1.22
Comprehensive digital archive	6 months within the initial Term year	Ongoing	1.27
organizational plan	6 months within the initial Term year	Ongoing	2.10
organizational chart	6 months within the initial Term year	Ongoing	2.27
Chemical Safety Data Sheets (SDS)	When entering the building	Ongoing	3.5
Expenditure and budget report	NLT 30 days pass the following month	Monthly	3.32
Equipment Inventory Report	Within 30 days of contract start and end dates	Biannually	4.7.8
Detailed asset list	Continual update	Ongoing	Section 4

**Attachment B**  
Form of the Contract

**AGREEMENT NO.: C20700**  
**BETWEEN**  
**SPACE FLORIDA**  
**and**

---

This **AGREEMENT** (“Agreement”) is entered into on \_\_\_\_\_, 2022, (the “Effective Date”) by **SPACE FLORIDA** (“SF”), 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 \_\_\_\_\_ (“Contractor”), a \_\_\_\_\_ Corporation whose principal place of business is \_\_\_\_\_.

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

**WHEREAS**, SF 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 SF 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**, on August 5, 2022, SF issued a Request for Qualifications for Facilities Maintenance Service Provider (the “RFQ”), a copy of which is attached hereto as Attachment O, and \_\_\_\_\_ was chosen by SF as the vendor to provide the services outlined in the RFQ.

**WHEREAS**, SF has entered into Property Agreement KSA-4222, SF 09-040, with the NASA John F. Kennedy Space Center Enhanced Use Lease for the transfer of operations and management of the Exploration Park Phase 1 from NASA to SF, Attachment C.

**WHEREAS**, SF has entered into Property Agreement KSA-1683, SF 04-055, with the National Aeronautics and Space Administration John F. Kennedy Space Center (NASA) for the transfer of operations and management of the Space Life Sciences Lab from NASA to SF, Attachment D.

**WHEREAS**, SF has entered into Property Agreement KSC-4412, SF 15-043, with the National Aeronautics and Space Administration John F. Kennedy Space Center (NASA) for the transfer of operations and management of the Shuttle Landing Facility from NASA to SF, Attachment E.

**WHEREAS**, SF has entered into Property Agreement KSA-1487, SF 98-015, with the National Aeronautics and Space Administration John F. Kennedy Space Center (NASA) for the

transfer of operations and management of the Design, Construction and Activation of a Flight Vehicle Facility and Related Facility Requirements to be Located at the NASA Towaway Site, aka the RLV Hanger, from NASA to SF, Attachment F.

**WHEREAS**, SF has entered into Property Agreement KSA-4548, SF 18-002, with the National Aeronautics and Space Administration John F. Kennedy Space Center (NASA), Fully Reimbursable Space Act Umbrella Agreement for Use of Kennedy Space Center Capabilities for Space Life Sciences Lab Exploration Park SLF and OPF# Premises, Attachment G.

**WHEREAS**, SF has entered into Property License No. USAF-AFSPC-DBEH-14-2-0544, SF 15-039, with the Department of the Air Force, Department of the Air Force License to Space Florida to Use Property Located on Cape Canaveral Air Force Station, for the transfer of operations and management to Space Launch Complex 46 (LC-46”), Attachment H.

**WHEREAS**, SF has entered into Property License No. USAF-AFSPC-DBEH-14-2-0279, SF 15-005, with the Department of the Air Force, Department of the Air Force License to Space Florida to Use Property Located on Cape Canaveral Air Force Station, for the transfer of operations and management to “South Campus”, Attachment I.

**WHEREAS**, SF has entered into Property License No. USAF-AFSPC-DBEH-15-2-0019, SF 15-126, with the Department of the Air Force, Department of the Air Force License Cape Canaveral Air Force Station, for the transfer of operations and management to Area 57-East, Attachment J.

**WHEREAS**, SF has entered into Property License No. USAF-AFSPC-DBEH-20-2-0468, SF C20784, with the Department of the Air Force, Department of the Air Force License Cape Canaveral Air Force Station, for the transfer of operations and management to Area 57-West, Attachment K.

**WHEREAS**, SF has entered into Commercial Space Operations Support Agreement, SF C21107, setting forth the support terms and conditions under which the Department of the Air Force will furnish Government facilities, launch/reentry property, resources, commodities, launch/reentry services and/or other essential services to SF in support of SF, or its customer’s space activities including, but not limited to, production, processing, launching and/or reentry of commercial launch vehicles and/or payloads, Attachment L.

**WHEREAS**, SF has entered into Complex 46 Use Agreement, SF C20784, with the United States Navy setting forth the terms and conditions under which the Navy will provide SF, SF contractors, and other customers to use LC-46 in connection with commercial space launches, Attachment M.

**WHEREAS**, SF has entered into Use Permit for the Camp Blanding SRMU Storage Facility, SF 15-124, with the State of Florida Armory Board (“SRMU”) to construct, own, maintain and operate a solid rocket motor upgrade storage facility and other similar facilities with similar uses on the Camp Blanding Training Site (“Camp Blanding”), Attachment N.

Collectively, the “Property Agreements” and the “Facilities” or “Facility”.

**WHEREAS**, the services of the Contractor are requested by SF to maintain and operate SF facilities as detailed in Attachment A Statement of Work (SOW).

**WHEREAS**, SF now desires to contract with Contractor so that Contractor can provide services to SF as further detailed and outlined herein.

**WHEREAS**, Contractor has the expertise necessary to perform the duties and responsibilities outlined in this Agreement.

**NOW, THEREFORE**, the parties agree as follows:

1. Engagement, Statement of Work, Schedule and Deliverables.

- a. Within the scope of this Agreement, Contractor shall devote its best efforts and such time, attention and energy to the business of SF as is required, and shall be available, with reasonable notice by SF for meetings, travel, and telephone communications for issues relating to this Agreement. Contractor shall promptly respond to all requests from and guidance provided by the President or any other employee of SF designated in this Agreement, or in writing by the SF President. Contractor shall provide services in accordance with the terms and conditions specified in this Agreement and all documents attached hereto.
- b. Contractor shall provide repairs and day-to-day maintenance of the SLF facilities as set forth in outlined and detailed in Attachment A.
- c. Contractor shall provide the deliverables associated with the relevant tasks in accordance with the “Deliverables” as specified in Attachment A. All Deliverables shall be submitted by electronic mail, confirmed returned receipt, to SF Contracts at [contracts@spaceflorida.gov](mailto:contracts@spaceflorida.gov) with a cc: to the Project Manager, \_\_\_\_\_ at\_\_\_\_\_.
- d. 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 SF.
- e. Reduction in Scope of Services. SF retains the right to reduce the scope of any portion of the Services. In such event, SF shall be entitled to proportionally reduce the sums owed to Company.
- f. Contractor has reviewed, is familiar with, and shall comply completely with all applicable provisions of the Property Agreements attached hereto and incorporated

herein in its entirety. The work to be performed by Contractor under this Agreement is subject to all terms, conditions, and requirements of the Property Agreements. Contractor shall perform the services under this Agreement in the same manner under which SF is required to perform under the Property Agreements, and subject to the same terms, conditions, restrictions, and requirements applicable to SF under the Property Agreements. Further, Contractor acknowledges that under the Property Agreements that Contractor is deemed to be a “SPFL Related Entity” and therefore subject to certain “flow-down” requirements contained in the Property Agreements. Contractor has read the Property Agreements attached hereto and agrees to comply with and perform all applicable provisions and requirements in the Property Agreements.

- g. In the event that there are conflicts between this Agreement and the Property Agreements, Contractor shall notify the Project Manager and Contractor shall be provided with a SF management decision regarding a resolution to such conflict(s).

2. Period of Performance. This Agreement shall commence on the Effective Date and shall remain in full force and effect for one year (the “Expiration Date”) unless terminated. Space Florida reserves the right to renew the agreement for three (3) additional one-year periods. Each additional period will be at the sole discretion of Space Florida and may be subject to the negotiation of new terms and conditions.

3. Compensation.

- a. The amount to be paid by SF to Contractor for the services to be provided under this Agreement shall not exceed \_\_\_\_\_ Dollars (\$\_\_\_\_\_) including all allowed out of pocket costs.
- b. For work performed under this contract SF will pay to the Contractor on the basis of the Cost of the Work plus a Fee with a not-to exceed budget, the Fee shall be \_\_% of the Cost of the Work on Labor and a \_\_% handling fee on the Service Contracts.
- c. Prior to the commencement of performance by Contractor for services under this Agreement, the SF project manager identified in Section 13 shall submit a Purchase Order Request in conjunction with the SOW for budgeted funding approval.
- d. Contractor shall not begin performance of services under this Agreement until a Purchase Order is issued by SF and this Agreement is approved by the SF Board of Directors and signed by all necessary parties. Otherwise, Contractor acknowledges they are working at risk of not being paid.
- e. Contractor shall submit a detailed invoice in a form acceptable to SF monthly for all services provided after the Effective Date under this Agreement. Invoices shall identify a summary of accomplishments and activities performed in conjunction with the SOW. All invoices and deliverables shall be submitted electronically, confirmed returned receipt, to SF Accounting, [accounting@spaceflorida.gov](mailto:accounting@spaceflorida.gov) with a cc: to SF Contracts, [contracts@spaceflorida.gov](mailto:contracts@spaceflorida.gov) and to the project manager, \_\_\_\_\_ at \_\_\_\_\_.

- f. All invoices submitted by Contractor and approved by SF shall be paid by SF on a net thirty-day schedule. In determining the amount of payment, SF will exclude all costs incurred by Contractor (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 SOW.
  - g. Any funds paid in excess of the amount to which Contractor is entitled under the terms of this Agreement must be refunded to SF. The balance of unobligated funds, if any, which has been advanced or paid by SF to Contractor under this Agreement must be refunded to SF.
  - h. If Contractor fails to perform the minimum level of service required by this Agreement, SF 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.
  - i. The acceptance by Contractor, 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 SF from any and all claims, demands, or causes of action whatsoever that Contractor, its successors or assigns may have against SF under this Agreement.
  - j. Travel reimbursements are permitted exclusively to the Camp Blanding 5629 State Road 16 W, Building 6038 Camp Blanding Starke, FL 32091.
4. Availability of Funds. All payments to be made by SF under this Agreement are subject to the availability of appropriated funds by the Legislature of the State of Florida. SF shall immediately notify Contractor should funds become unavailable.
5. Termination.
- a. SF may terminate this Agreement upon ten days written notice to Contractor.
  - b. In the event of termination of this Agreement by SF, SF shall be obligated to pay all approved invoices submitted by Contractor for work performed by Contractor and approved by SF through the date of Agreement termination.
  - c. As requested by SF, Contractor agrees to deliver to SF at the termination of this Agreement, or at any other time SF may request, all lists, databases, names, records and other documentation and data, either written or electronic, belonging to SF which Contractor may possess or have under its control.
6. Public Records.
- a. SF, 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 Contractor is acting on behalf of SF as provided under Subsection 119.011(2) of the Florida Statutes, Contractor shall:
  - i. Keep and maintain public records required by SF to perform the services under this Agreement.
  - ii. Upon request from SF's custodian of public records, provide SF 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 Contractor does not transfer the records to SF.
  - iv. Upon the expiration of this Agreement, transfer, at no cost, to SF all public records in possession of Contractor or keep and maintain public records required by SF to perform the service. If the Contractor transfers all public records to SF upon completion of the Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to SF, upon request from SF's custodian of public records, in a format that is compatible with the information technology systems of SF.
- d. If the Contractor fails to provide the public records to SF within a reasonable time the Contractor may be subject to penalties under Section 119.10 of the Florida Statutes. Further, SF 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.
- e. **If the Contractor has questions regarding the application of Chapter 119, Florida Statutes, to the Contractor's duty to provide Public Records relating to this Agreement, contact SF's Custodian of Public**

**Records at Space Florida, 505 Odyssey Way, Suite 300, Exploration Park, FL 32899 or via telephone at 321-730-5301 or email at [info@spaceflorida.gov](mailto:info@spaceflorida.gov).**

7. Intellectual Property Rights – Data Rights. The Property Agreements requires Contractor to be bound by the following intellectual property and data obligations.
  - a. “Data,” means recorded information arising out of or obtained from the Property Agreements or this Agreement, regardless of form, the media on which it is recorded, or the method of recording.
  - b. “Proprietary Data,” means Data embodying trade secrets developed at private expense or commercial or financial information that is privileged or confidential, and that includes a restrictive notice, unless the Data is: (a) Known or available from other sources without restriction; (b) Known, possessed, or developed independently, and without reference to the Proprietary Data; (c) Made available by the owners to others without restriction; or (d) Required by law or court order to be disclosed.
  - c. Data originally exchanged under the Property Agreements or this Agreement is exchanged without restriction except as otherwise provided herein.
  - d. Notwithstanding any restrictions provided in this Section 7, the parties are not restricted in the use, disclosure, or reproduction of Data provided under this Agreement that meets one of the exceptions in Subsection 7.b. above. If a party believes that any exceptions apply, it shall notify the other party before any unrestricted use, disclosure, or reproduction of the Data.
  - e. The parties will not exchange preexisting Proprietary Data under this Agreement unless authorized herein or in writing by the owner.
  - f. If the parties exchange Data having a notice that the receiving party deems is ambiguous or unauthorized, the receiving party shall tell the providing party. If the notice indicates a restriction, the receiving party shall protect the Data under this Section unless otherwise directed in writing by the providing party.
8. 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.
9. Indemnification and Limitation of Liability.
  - a. Contractor shall defend, indemnify, and hold harmless SF, its Officers, Directors, and employees to the fullest extent permitted by law from and against all claims, damages, losses, liens, and expenses, (including but not limited to fees and charges of attorneys or other professionals and court and arbitration or other dispute resolution costs) arising out of or resulting from (i) the performance of services under this Agreement by Contractor or any person or organization directly, or indirectly,

employed by Contractor to perform or furnish any of the services or anyone for whose acts any of them may be liable; (ii) breach of the terms of this Agreement by Contractor or any person or organization directly, or indirectly, employed by Contractor to perform or furnish any of the services or anyone for whose acts any of them may be liable; (iii) violations of applicable law by any person or organization directly or indirectly employed by Contractor to perform or furnish any services under this Agreement or anyone for whose acts any of them may be liable; and (iv) disease or death of third parties (including SF employees and agents and those of Contractor), or damage to property to the extent attributable to the negligence or misconduct of Contractor or any person or organization directly, or indirectly, employed by Contractor to perform or furnish any of the services under this Agreement or anyone for whose acts any of them may be liable.

- b. SF'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 SF beyond that provided in Section 768.28 of the Florida Statutes. Nothing herein is intended as a waiver of SF'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 SF'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.
  - c. In no event shall SF be liable to Contractor for indirect, special, or consequential damages, including, but not limited to, loss of revenue, loss of profit, cost of capital, or loss of opportunity regardless of whether such liability arises out of contract, tort (including negligence), strict liability, or otherwise.
  - d. SF shall not assume any liability for the acts, omissions, or negligence of Contractor its agents, servants, employees, or subcontractors. In all instances, Contractor shall be responsible for any injury or property damage resulting from any activities conducted by Contractor.
  - e. Contractor hereby waives all claims against SF, NASA, the United States Air Force, the United States Navy, and the State of Florida Amory Board, its related entities, and employees of SF, NASA, the United States Air Force, the United States Navy, and the State of Florida Amory Board and employees of SF, NASA the United States Air Force, the United States Navy, and the State of Florida Amory Board'ss related entities for injury, death, damage, or loss arising from or related to activities conducted under this Agreement.
10. Independent Contractor. Contractor is and shall remain an independent contractor and not an employee of SF. 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.

11. Subcontractors:

- a. Contractor is responsible for all services and work to be performed in connection with this Agreement.
- b. With prior written approval by SF, Contractor may, as appropriate and in compliance with applicable laws, subcontract the performance of services set forth in this Agreement, provided however, that Contractor shall be solely liable to the subcontractor for all expenses and liabilities incurred under any subcontract. Contractor shall not enter into subcontracts in which SF could be held liable to a subcontractor for any expenses or liabilities. Contractor shall defend and hold SF harmless of any liabilities incurred under any of the subcontracts entered into by Contractor. Contractor 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. Any and all such contracts that Contractor enters into under this Section shall incorporate and require the subcontractor to comply with all applicable provision in this Agreement, including those in Section 24 below, and provisions requiring that such person or organization report on performance, account for proper use of funds provided under the contract (including the provision of audit rights pursuant to Section 18 of this Agreement, when applicable).

12. 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 parties designated below in Section 14, Notices. 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.

13. Project Manager. SF 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 Contractor. SF's project manager is \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_.

14. 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 14.c. until such delivery pursuant to methods (1)-(3) above shall be deemed to have been received pursuant to Subsection 14.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 below for the receiving party, or to any other address designated by the receiving party in a notice in accordance with this Section 14.

For Space Florida:

SF Contracts

[contracts@spaceflorida.gov](mailto:contracts@spaceflorida.gov)

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Space Florida  
505 Odyssey Way, Suite 300  
Exploration Park, FL 32953  
P: 321-730-5301  
F: 321-730-5307

For Company:

- c. Subject to Subsection 14.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.

15. Insurance.

- a. During the term of this Agreement, Contractor 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.
- 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". Contractor may use blanket policies to satisfy these insurance requirements.
  - c. SF shall be named an additional insured under each insurance policy required under this Section. Each such policy shall renounce all rights of subrogation against SF.
  - d. Prior to or no later than the Effective Date, Contractor shall provide SF 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. Thereafter Contractor shall provide, annually, certificates evidencing that such insurance remains in effect to the extent required under this Agreement.

#### 16. Representations.

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

#### 17. Materials and Data.

- a. All data, reports, job files, logs, computer printouts, CD-ROM files, Contractor's submittals, summaries, memoranda and any and all other written work, documents, instruments, information, and materials (collectively "written work") prepared or accumulated by Contractor especially for the services rendered under this Agreement shall be the sole property of SF. SF may reuse the written work at no additional cost,

and SF shall be vested with all rights of whatever kind and however created that may be in existence, provided, however, that Contractor shall in no way be liable or legally responsible to anyone for SF's use of any written work on another project.

- b. As requested by SF, Contractor agrees to deliver to SF at the end of the term of this Agreement, or at any other time SF may request, all lists, memoranda, notes, plans, records, hardware, software, and other documentation and data belonging to SF, which Contractor may possess or have under his or her control and which may have been produced prior to and including the date of termination. Contractor shall also require that all subcontractors or employees agree in writing to be bound by the provisions of this section.

#### 18. Audits and Records.

- a. Contractor shall retain and maintain all records related to the SOW provided under this Agreement, and shall 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 SOW 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, Contractor 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. Contractor 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.

#### 19. Safety.

- a. Contractor shall comply with all safety and reporting requirements as set forth in the Property Agreements.
- b. Contractor will support the safety culture at the Facilities, and report any unsafe activity, condition, event, or source of danger that they observe to SF.
- c. Contractor shall comply with all regulations, and all other laws, policies, and guidelines that pertain to security, fire and emergency management.

20. NASA, the United States Air Force, the United States Navy, and the State of Florida Amory Board Right for Access and Inspection. NASA the United States Air Force, the United States Navy, and the State of Florida Amory Board may enter the Facilities for the purposes of inspections and planned demolition. Contractor shall have no claim on account of such entries against NASA, the United States Air Force, the United States Navy, and the State of Florida Amory Board the Government, or any officer, agent, employee, or related entity thereof.

21. Environmental Compliance.

- a. Contractor shall ensure that all activities and services provided hereunder are in compliance with all Federal, State of Florida, and local environmental laws, statutes, regulations, and ordinances.
- b. Contractor shall be liable for and required to remedy any environmental conditions and matters affecting the SLF that are found by NASA, the United States Air Force, the United States Navy, and the State of Florida Amory Board or SF to be a result of Contractor's activities under this Agreement. If formal enforcement actions are taken against NASA, the United States Air Force, the United States Navy, and the State of Florida Amory Board or SF for environmental violations due to Contractor's actions or inactions, Contractor shall reimburse NASA, the United States Air Force, the United States Navy, and the State of Florida Amory Board or SF for any fines or penalties assessed.
- c. Contractor 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. In the event such items are discovered at the Facilities, Contractor shall cease its activities at the site and immediately notify the SF Project Manager.
- d. Contractor shall take measures to prevent the release of hazardous materials at, about, or beneath the Facilities. The liability of Contractor under this section of this Agreement shall survive the termination of this Agreement with respect to acts or omissions that occur before such expiration or termination. Contractor shall immediately report spills, releases, or emissions of hazardous materials that exceed a "Reportable Quantity" to SF's Project 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.
- e. Contractor 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 SF Project Manager.
- f. Contractor shall comply with applicable oil pollution prevention regulations under Title 40 Part 112 of the Code of Federal Regulations.

- g. This Section 21 shall survive the termination or expiration of this Agreement with respect to any damage, bodily or personal injury, illness, or death occurring prior to such termination. This Section shall survive the termination of this Agreement with respect to any environmental non-compliance condition identified by NASA, the United States Air Force, the United States Navy, and the State of Florida Amory Board or SF, and shall continue until such non-compliance condition is fully mitigated, remediated, abated, or otherwise remedied to the satisfaction of NASA, the United States Air Force, the United States Navy, and the State of Florida Amory Board, SF, and any federal, state, or local regulators with an interest in the non-compliance condition.
22. Confidential Proprietary Information. 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 Grantee 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 Grantee of identifying all records containing proprietary confidential business information before the records come into possession by Space Florida (ii) strict compliance by Grantee 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) Grantee 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.
23. 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.
24. 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.
25. 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.
26. Facsimile Deemed as Original. Acceptance of this Agreement may be made by facsimile or electronic transmission. Receipt of the facsimile, or electronic, transmission shall for the purposes of this Agreement be deemed to be an original, including signatures.
27. Employment Eligibility Verification.
- a. Contractor and Contractor’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 Contractor or Contractor'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](http://www.dhs.gov/files/programs/gc_1185221678150.shtm).
- c. If Contractor or Contractor's subcontractors do not have an E-Verify MOU in effect, Contractor or Contractor's subcontractors must enroll in the E-Verify system prior to hiring any new employee after the Effective Date of this Agreement.

28. Export Control. With respect to any export control requirements:

- a. Contractor will comply with all U.S. export control laws and regulations, including the International Traffic in Arms Regulations (ITAR), 22 C.F.R. Parts 120 through 130, and the Export Administration Regulations (EAR), 15 C.F.R. Parts 730 through 799, in performing work under this Agreement. In the absence of available license exemptions or exceptions, Contractor shall be responsible for obtaining the appropriate licenses or other approvals, if required, for exports of hardware, technical data and software, or for the provision of technical assistance.
- b. Contractor shall be responsible for obtaining export licenses, if required, before utilizing foreign persons in the performance of work under this Agreement, including instances where the work is to be performed on-site at a Facility and where the foreign person will have access to export-controlled technical data or software.
- c. Contractor will be responsible for all regulatory record-keeping requirements associated with the use of licenses and license exemptions or exceptions.

29. Compliance with Laws and Regulations.

- a. Contractor shall comply with all applicable federal, state, and local laws and regulations including, but not limited to, occupational health; safety; security; export control; environmental; and suspension and debarment laws and regulations.
- b. Access by Contractor to the Facilities or property, or to a NASA, United States Air Force, United States Navy, or the State of Florida Amory Board Information Technology (IT) system or application, is contingent upon compliance with Facility security and safety policies and guidelines including, but not limited to, standards on badging, credentials, and facility and IT system/application access.

- c. With respect to suspension and debarment requirements, Contractor hereby certifies to the best of its knowledge and belief, that it has complied, and shall comply, with 2 C.F.R. Part 180, Subpart C, as supplemented by 2 C.F.R. Part 1880, Subpart C.
- d. If the scope of work to be performed by Contractor at the SLF is determined to be subject to the requirements of the Davis-Bacon Act, Contractor shall comply with all wage determinations and other applicable provisions.
- e. Contractor 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, handicap, national origin, or marital status.
- f. Contractor shall provide a harassment-free workplace, with any allegation of harassment given priority attention and action by management.
- g. Contractor shall provide a drug-free workplace with any allegation of substance abuse given priority attention and action by management.
- h. Contractor affirms that it is aware of the provisions of Subsection 287.133(2)(a) of the Florida Statutes, and that at no time has Contractor been convicted of a Public Entity Crime. Contractor 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 SF.
- i. Contractor affirms that it is aware of the provisions of Subsection 287.134(2)(a) of Florida Statutes, and that at no time has Contractor been placed on the Discriminatory Vendor List.
- j. Contractor agrees to comply with subsection 20.055(5) of the Florida Statutes.
- k. To the extent Contractor is performing economic development services or similar business assistance services on behalf of SF, Contractor 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.
- l. This Agreement may not be assigned by either party without the prior written consent of the other.
- m. Contractor shall not use any government name or title in a way that creates the impression that a product or service has the authorization, support, sponsorship, or endorsement of the government, which does not, in fact, exist. Contractor may not use and government emblems without review and approval by both SF and the government entity.
- n. 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.

- o. Contractor shall not use any funds received pursuant to this Agreement for lobbying the Florida Legislature, the judicial branch, or any state agency.
- p. This Agreement constitutes the entire agreement between the parties hereto and shall supersede all previous or contemporaneous statements, communications, or agreements, either oral or written, by or between the parties hereto with respect to the subject matter hereof, and is not intended to confer upon any person other than the parties any rights or remedies hereunder.

Authorized parties are signing this Agreement on the Execution Dates under the signatures below.

**Space Florida:** \_\_\_\_\_:

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

Name: Denise Swanson

Title: CFO/CAO

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

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

Name:

Title:

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

**ATTACHMENT A**

**Space Florida**

**Statement of Work (SOW)**

## **ATTACHMENT B**

### **Audit Requirements**

The administration of resources awarded by Space Florida to the Consultant (in this Attachment the Consultant is referred to as the “recipient”) may be subject to audits and/or monitoring by Space Florida or DEO as described in this section.

#### **MONITORING**

In addition to reviews of audits conducted in accordance with 2 CFR 200 Subpart F (Audit Requirements) and section 215.97 of the Florida Statutes as revised (see “AUDITS” below), DEO will conduct or arrange for monitoring of activities of the recipient as required by 2 CFR 200.331(d) and 45 CFR 75.352(d). Such monitoring activities may include on-site visits by DEO staff or contracted consultants. By entering into this Agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by DEO. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Florida Department of Financial Services, the Florida Auditor General or Inspector General in accordance with subsection 20.055(5) of the Florida Statutes.

#### **AUDITS**

##### **PART I: FEDERALLY FUNDED – NOT APPLICABLE.**

##### **PART II: STATE FUNDED**

This part is applicable if the recipient is a non-state entity as defined by subsection 215.97(2) of the Florida Statutes.

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$750,000 in any fiscal year of such recipient, the recipient must have a State single or project-specific audit for such fiscal year in accordance with section 215.97 of the 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 1** to this Attachment indicates state financial assistance awarded through Space Florida by this Agreement. In determining the State financial assistance expended in its fiscal year, the recipient shall consider all sources of State financial assistance, including State financial assistance received from Space Florida, other State agencies, and other non-State entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a non-State entity for Federal program matching requirements.
2. In connection with the audit requirements addressed in Part II, paragraph 1, the recipient shall ensure that the audit complies with the requirements of subsection 215.97(8) of the Florida Statutes. This includes submission of a financial reporting package as defined by subsection 215.97(2) of the Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If the recipient expends less than \$750,000 in State financial assistance in its fiscal year, an audit conducted in accordance with the provisions of Section 215.97 of the Florida Statutes,

is not required. In the event that the recipient expends less than \$750,000 in State financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of section 215.97 of the Florida Statutes, the cost of the audit must be paid from the non-State entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).

Additional information regarding the Florida Single Audit Act can be found at: <https://apps.fldfs.com/fsaa/>.

**PART III: OTHER AUDIT REQUIREMENTS - NOT APPLICABLE.**

**PART IV: REPORT SUBMISSION**

1. Copies of reporting packages, to include any management letter issued by the auditor, for audits conducted in accordance with 2 CFR 200 Subpart F (Audit Requirements), as revised, and required by PART I of this Attachment shall be submitted by or on behalf of the recipient directly to each of the following at the address indicated: NOT APPLICABLE.
2. Copies of audit reports for audits conducted in accordance with 2 CFR 200 Subpart F (Audit Requirements), as revised, and required by PART I (in correspondence accompanying the audit report, indicate the date that the recipient received the audit report); copies of the reporting package described in Section .512(c), 2 CFR 200 Subpart F (Audit Requirements), as revised, and any management letters issued by the auditor; copies of reports required by PART II of this Attachment must be sent to DEO at the addresses listed in paragraph three (3) below.
3. Copies of financial reporting packages required by PART II of this Agreement shall be submitted by or on behalf of the recipient directly to each of the following:

- A. DEO at the following address:

Electronic copies: [Audit@deo.myflorida.com](mailto:Audit@deo.myflorida.com)

- B. The Auditor General's Office at the following address:

Auditor General

Local Government Audits/342  
Claude Pepper Building, Room 401  
111 West Madison Street  
Tallahassee, FL 32399-1450

Email Address: [flaudgen\\_localgovt@aud.state.fl.us](mailto:flaudgen_localgovt@aud.state.fl.us)

- C. Space Florida at the following address:

Space Florida  
Desiree Mayfield, Contract Compliance Manager  
505 Odyssey Way, Suite 300  
Exploration Park, FL 32953

4. Any reports, management letter, or other information required to be submitted to DEO or Space Florida pursuant to this Agreement shall be submitted timely in accordance with 2 CFR 200 Subpart F, 215.97 of the Florida Statutes and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
5. Recipients and subrecipients, when submitting financial reporting packages to DEO or Space Florida for audits done in accordance with Chapter 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the recipient/subrecipient in correspondence accompanying the reporting package.

#### **PART V: RECORD RETENTION**

The recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five (5) years from the date the audit report is issued, or five (5) State fiscal years after all reporting requirements are satisfied and final payments have been received, whichever period is longer, and shall allow Space Florida, DEO, or its designee, the Chief Financial Officer (CFO), or Auditor General access to such records upon request. In addition, if any litigation, claim, negotiation, audit, or other action involving the records has been started prior to the expiration of the controlling period as identified above, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the controlling period as identified above, whichever is longer. The recipient shall ensure that audit working papers are made available to Space Florida, DEO, or its designee, CFO, or Auditor General upon request for a period of five (5) years from the date the audit report is issued, unless extended in writing by DEO.

**Exhibit 1 to Attachment B “Audit Requirements”**

**Federal and State Resources Awarded Through DEO**

**FEDERAL RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING: N/A**

**COMPLIANCE REQUIREMENTS APPLICABLE TO THE FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS: N/A**

Federal Program: N/A

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

**MATCHING RESOURCES FOR FEDERAL PROGRAMS: N/A**

**SUBJECT TO SECTION 215.97, FLORIDA STATUTES:**

State Project

Line item: \_\_\_\_\_ Space Florida: \_\_\_\_\_

**COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:**

Requirements are identified in the Agreement.

***Due to the volume of the following attachments, they will be accessible via Box. Please email your access request to [procurement@spaceflorida.gov](mailto:procurement@spaceflorida.gov).***

**Attachment C** - Property Agreement KSA-4222, NASA John F Kennedy Space Center Enhanced Use Lease

**Attachment D** – Real Property Use Permit Agreement Between the United States national Aeronautics and Space Administration and the State of Florida Spaceport Authority for Design, Construction and Operation of the Space Experiment Research & Processing Laboratory Customer Agreement KCA-1683

**Attachment E** - Property Agreement Between the National Aeronautics and Space Administration John F. Kennedy Space Center and Space Florida for the Transfer of Operations and Management of the Shuttle Landing Facility

**Attachment F** - National Aeronautics and Space Administration John F. Kennedy Space Center (NASA) for the transfer of operations and management of the Design, Construction and Activation of a Flight Vehicle Facility and Related Facility Requirements to be Located at the NASA Towaway Site

**Attachment G** - National Aeronautics and Space Administration John F. Kennedy Space Center (NASA), Fully Reimbursable Space Act Umbrella Agreement for Use of Kennedy Space Center Capabilities for Space Life Sciences Lab Exploration Park SLF and OPF# Premises

**Attachment H** - Department of the Air Force License to Space Florida to Use Property Located on Cape Canaveral Air Force Station, for the transfer of operations and management to Space Launch Complex 46

**Attachment I** - Department of the Air Force License to Space Florida to Use Property Located on Cape Canaveral Air Force Station

**Attachment J** - Department of the Air Force License Cape Canaveral Air Force Station, for the transfer of operations and management to Area 57-East

**Attachment K** - Department of the Air Force License Cape Canaveral Air Force Station, for the transfer of operations and management to Area 57-West

**Attachment L** - Commercial Space Operations Support Agreement

**Attachment M** - Complex 46 Use Agreement

**Attachment N** - Use Permit for the Camp Blanding SRMU Storage Facility

**Attachment O**  
**Request for Qualifications**  
**For**  
**Facilities Maintenance Service Provider**  
**RFQ-SF-04-0-2022**

**Attachment C**  
**Badge Request Form**  
**(Cape Canaveral Air Force Station Form)**  
**(Single NASA Badge Request Form)**

[Badging forms will be separately uploaded to the RFQ page.](#)

**Attachment D**  
**Facilities O&M Pricing Spreadsheet**

[The O&M Pricing spreadsheet will be separately uploaded to the RFQ page.](#)