



**Request for Proposals
For
Financial and Compliance Audits**

RFP-SF-01-0-2023

Publication Date: April 7, 2023

Due Date: May 5, 2023

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.

Pursuant to subsection 218.391(2) of the Florida Statutes, the Space Florida Board of Directors has selected and established an Auditor Selection Committee (the “Selection Committee”). The Selection Committee is responsible for, among other things, the review and evaluation of proposals submitted in accordance with the criteria outlined in this RFP.

Space Florida’s fiscal year begins on October 1 and ends on September 30. Copies of Space Florida’s fiscal year audited reports are available for review on the Space Florida website at www.spaceflorida.gov.

Purpose: The Selection Committee is soliciting written proposals for audit services to be provided by a certified public accounting firm duly licensed under Chapter 473 of the Florida Statutes and qualified to conduct audits in accordance with government auditing standards as adopted by the Florida Board of Accountancy. The selected firm will audit the Space Florida financial statements for a term of three years beginning with the fiscal year ending September 30, 2023.

AUDITOR REQUIREMENTS

All of the following information must be confirmed, addressed and included in the auditor’s proposal:

- a. The auditor must be an approved contractor under Florida state contract 84111600-20-1, Financial and Performance Audits. Pricing must be based on pricing agreed to under the state contract.
- b. The auditor and all assigned key professional staff must be properly licensed to practice as a certified public accountant in the State of Florida.
- c. The auditor must be independent of Space Florida as defined by generally accepted auditing standards.
- d. The auditor shall have no obligations or interests that conflict with the best interest of Space Florida.



- e. The auditor must have experience with independent special districts and other local governments within the last five years.
- f. The size of the auditing firm, the size of the firm's governmental audit staff, and the location of the office from which the engagement is to be performed. Resumes should be provided for the partner and manager who would be in charge of the audit.
- g. A copy of the report on the firm's most recent peer review, the letter of comments, and a statement as to whether any governmental engagements were included.
- h. Any disciplinary actions that have been instituted or proposed during the last three calendar years against the firm or any of the firm's professionals to be assigned to Space Florida.
- i. Describe the results of any state or federal reviews during the past three calendar years of the firm's governmental client audit work.
- j. Willingness and ability to complete the audit within the time constraints, considering the auditing firm's current and projected workload.

STATEMENT OF WORK

1. General: Space Florida desires the auditor to:

- a. Express an opinion on the fair presentation of Space Florida's financial statements in conformity with generally accepted accounting principles.
- b. Determine the effectiveness of the design and operation of existing Space Florida financial controls.
- c. Conduct a single audit in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, and Chapter 10.550, Rules of the Auditor General of the State of Florida, and include tests of the accounting records of Space Florida and other procedures considered necessary to enable the auditor to express an opinion that the financial statements are fairly presented, in all material respects, in conformity with generally accepted accounting principles and to report on Space Florida's compliance with laws and regulations and its internal controls as required for a single audit.
- d. Demonstrate the appropriate experience to provide the expertise outlined in the Space Florida introductory PowerPoint in Attachment A. Provide a summary of the firm's experience that aligns with Space Florida, demonstrate experience with enterprise fund type entities, specifically, an independent special district, a body politic and corporate, and a subdivision of the state.

2. Reporting: Following the completion of the audit of each fiscal year financial statements, the auditor shall issue, at a minimum, the following reports to Space Florida:

- a. A report on the fair presentation of the financial statements in conformity with generally accepted accounting principles.
- b. A report on compliance and on the internal control structure based on the audit of the financial statements performed in accordance with government auditing standards.
- c. A report on compliance and internal control over compliance applicable to each major State funded project.



- d. An opinion on the supplementary schedule of expenditures of State financial assistance.
- e. If Space Florida issues debt, for which the official statement in connection with the debt contains basic financial statements and the report of independent accounts, the auditor shall be required to issue a “consent and citation of expertise” as auditor and any necessary “comfort letters” at no additional cost to Space Florida.
- f. Any other required reports and schedules applicable to Space Florida or required by the Federal and State Single Audit Acts.
- g. Auditors will attend, via telecom or in person, any meetings with the Space Florida Board of Directors or committees as directed by the Board or Space Florida.
- h. Auditors will assure themselves that the Space Florida Board of Directors is informed of each of the following:
 1. The auditor's responsibility under generally accepted auditing standards.
 2. Significant accounting policies.
 3. Management judgments and accounting estimates.
 4. Significant audit adjustments.
 5. Other information in documents containing audited financial statements.
 6. Disagreements with management.
 7. Management consultation with other accountants.
 8. Major issues discussed with management prior to retention.
 9. Difficulties encountered in performing the audit.
 10. Other reports and/or certifications mandated by the Florida Statutes and/or the Florida Administrative Code.

3. Other Services: Space Florida may find a need for accounting advisory services in particular areas. Examples of services that may be needed would include agreed upon procedures in support of projects, discussion on the implementation of new Governmental Accounting Standards Board (GASB) statements, or specific tax questions. The Auditor should demonstrate the appropriate experience to provide expertise outlined in the Space Florida introductory PowerPoint in Attachment A.

Records Retention: All working papers and reports must be retained, at the auditor’s expense, for a minimum of three years after the end of the contract, unless the auditor is notified in writing by Space Florida of the need to extend the retention period.

The auditor will be required to make working papers available, upon request, to the following parties or their designees:

- Space Florida and its Board
- U.S. General Accounting Office (GAO)
- Parties designated by the Federal or State governments or by Space Florida

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



The Contract: This solicitation will result in a three-year fixed price contract for auditing services for Space Florida fiscal year-end for 2023, 2024 and 2025 with the possibility of up to five three-year renewal periods. The options for renewal shall be contingent upon Space Florida’s favorable evaluation of the performance of the services. The contract shall contain, at a minimum, the requirements in Subsection 218.391(7) of the Florida Statutes.

TENTATIVE SCHEDULE

Legal Notice Sent to Florida Today	April 3, 2023	N/A
RFP Posted to Space Florida Website and DemandStar	April 7, 2023	N/A
Question Submission Deadline	April 21, 2023	1:00 p.m.
Question Responses Posted to Space Florida Website and DemandStar	April 28, 2023	N/A
Proposals Due	May 5, 2023	1:00 p.m.
Proposals Evaluated by Evaluation Committee	June 9, 2023	N/A
Space Florida Audit & Accountability Committee Meeting	TBD	
Space Florida Board of Directors Meeting	TBD	TBD
Notice of Intent to Negotiate Posted to Space Florida Website and DemandStar	TBD	N/A
Notice of Intent to Award Posted to Space Florida Website and DemandStar	TBD	N/A

COMMUNICATIONS AND QUESTIONS

1. Prospective firms and representatives thereof shall not contact, communicate with, or discuss any matter relating in any way to this RFP 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 RFP. Any such may result in disqualification from consideration for award of this RFP.
2. Questions may be asked regarding the RFP. Submission of all questions through e-mail to the Director of Contracts is required. Questions should be emailed to Annette O’Donnell at aodonnell@spaceflorida.gov. No answers given in response to questions submitted shall be binding upon this solicitation process unless released in writing on Space Florida’s website. **The deadline to receive questions is on or before April 21, 2023 at 1:00 p.m.**



SUBMITTAL INSTRUCTIONS

ALL PROPOSAL PACKAGES MUST BE SUBMITTED ELECTRONICALLY TO AODONNELL@SPACEFLORIDA.GOV. Hard copies will not be accepted. Proposals are due via email May 5, 2023 by 1:00 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 proposals be scored.

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

The proposal is limited to 20 one-sided pages.

A firm's proposal shall specifically identify, address and include the following:

1. A brief description of the firm's organization and a detailed description of the organization's technical qualifications. Include, if appropriate, whether the auditor is a small or minority owned business, and names, address, contact person, and telephone numbers of a minimum of three previous clients within the last 5 years.
2. Résumés of the proposed audit leader and other key members of the audit team that will be assigned to this audit.
3. Brief description of the firm's understanding of work to be performed, including audit procedures and other pertinent information.
4. A Budget to show the estimated number of hours for each staff person to be involved in the audit, hourly rate to be charged for that staff person's time, any other costs that will affect the contract, and an estimated full cost for completion of the audit in accordance with this RFP.
5. Information to address the "Auditor Requirements" section listed above.
6. Information to address the "Representation and Authorization" section listed below.



MISCELLANEOUS

Property of Space Florida: 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 proposals and accompanying documentation will become the property of Space Florida and will not be returned.

Trade Secrets and Information Confidential and Exempt from the Public Records Act: 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 proposals. The Florida Statutes and the State Constitution govern whether information in a proposal is confidential or exempt from the Public Records Act. If information is submitted in the proposal 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 proposal in a **separate, clearly marked email referencing the specific statutory citation for such exemption.**

Submitted proposals which are marked “confidential” (or other similar language) in its entirety or those in which a significant portion of the submitted proposal 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 reply or other submission, 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 firm’s claim that the separately marked portions of its proposal are not subject to disclosure. If the firm fails to separately mark portions of its proposal, or mark its proposal “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.

Compliance with Laws: The auditor and its firm shall comply with all laws, rules, codes, ordinances, licensing and bonding requirements that are applicable to this RFP and the conduct of firm’s business, including those of Federal, State, and local agencies having jurisdiction and authority. By way of non-exhaustive example, the firm shall comply with the Florida Sunshine Law and Public Records Act, Immigration and Nationality Act, the Americans with Disabilities Act, and all prohibitions against discrimination on the basis of race, religion, sex, creed, national origin, handicap, marital status, or veteran’s status. The selected firm understands and will comply with subsection 20.055(5) of the Florida Statutes.

Convicted Vendors: The firm affirms that it is aware of the provisions of Section 287.133(2)(a) of the Florida Statutes and that at no time has the firm been convicted of a public entity crime.

Discriminatory Vendors: The firm affirms that it is aware of the provisions of Section 287.134(2)(a) of the Florida Statutes, and that at no time has the firm been placed on the discriminatory vendor list.



Representation and Authorization: In submitting a proposal, the firm understands, represents, and acknowledges the following (if the firm cannot so certify to any of following, the firm shall submit with its proposal a written explanation).

1. The firm is not currently under suspension or debarment by the State or any other governmental authority.
2. The firm, its affiliates, subsidiaries, directors, officers, and employees are not currently under investigation by any governmental authority and have not in the last ten years been convicted or found liable for any act prohibited by law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract.
3. The firm has no delinquent obligations to the State, including a claim by the State for liquidated damages under any other contract.
4. The proposal is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any other firm or person to submit a complementary or other noncompetitive proposal.
5. The prices and amounts in the proposal have been arrived at independently and without consultation, communication, or agreement with any other auditing firm or potential firm; neither the prices nor amounts, actual or approximate, have been disclosed to any firm or potential firm, and they will not be disclosed before the opening of the proposals.
6. Neither the firm nor any person associated with it in the capacity of owner, partner, director, officer, principal, investigator, project director, manager, auditor, or position involving the administration of federal funds:
 - a. Has within the preceding three years been convicted of or had a civil judgment rendered against them or is presently indicted for or otherwise criminally or civilly charged for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, State, or local government transaction or public contract; violation of Federal or State antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; or
 - b. Has within the preceding three years of this certification had one or more Federal, State, or local government contracts terminated for cause or default.

Cost to Develop Proposal: Costs for developing proposals responsive to this RFP are entirely the obligations of the firm and shall not be chargeable in any manner to Space Florida.



SELECTION

Proposal Evaluation – Proposals will be rated and ranked based on the following criteria.

Firm's technical qualifications (10 points)

Firm's roll in similar audits (20 points)

Qualifications of staff to be assigned (30 points)

Understanding of work to be performed (30 points)

Compensation (10 points)

Total points available 100

Ranking Proposals and Award: The Selection Committee shall recommend to the Space Florida Board of Directors for approval the highest-ranked qualified firm based on the evaluation factors set forth above. If for some reason the Selection Committee does not select the highest-ranked qualified firm, the Selection Committee shall document in its public records the reason for not selecting the highest-ranked qualified firm.

In the unlikely event of a tie in the rankings, the firm that has the highest ranking and least expensive compensation shall be declared the top ranked firm.

If the Space Florida Board of Directors selects a firm, Space Florida management will conduct negotiations with the selected firm on behalf of the Board of Directors.

Space Florida reserves the right to request more information from any or all respondents regarding their proposal.

Notice of Intent to Award: The Notice of Intent to Award will be posted on the Space Florida and DemandStar websites.

Disputes: Space Florida is not an agency for purposes of section 120.57(3), Florida Statutes, and therefore the Florida Division of Administrative Hearings is without jurisdiction to hear bid protests brought pursuant to that section. The sole remedy that disappointed vendors in this solicitation shall have is as follows. Any vendor who is adversely affected by the terms, conditions, and specifications contained in this RFQ shall file a formal written protest within 7 business days after the date that the RFQ is posted on Space Florida's website. Any vendor who is adversely affected by the Award Notice shall file a formal written protest within 3 business days after the date that the Award Notice is posted on Space Florida's website. There shall be no other points of entry for a protest. It shall be the vendors' sole responsibility to check Space Florida's website for such postings. All formal written protests shall be filed with the Space Florida Contracts by email to Annette O'Donnell at aodonnell@spaceflorida.gov. Any protest shall be accompanied by a non-refundable filing fee of \$5,000.00 to compensate Space Florida for its handling of the protest. Space Florida shall issue a written decision on the protest that shall be final. No vendor shall initiate any other legal proceedings without first receiving Space Florida's written decision on the protest.



Right to Reject: Space Florida reserves the right to make an award it determines to be in its best interests or to reject any and all proposals. Further, Space Florida, in making its award decision, retains the authority to waive what it considers to be minor irregularities in the proposal or to seek clarification on certain issues from any firm submitting a proposal. Failure to provide requested information may result in the rejection of the proposal.

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

The remainder of this page left intentionally blank.



Attachment A

Introduction to Space Florida

SPACE FLORIDA



Introduction to Space Florida





Space Florida Structure & Role

Public Corporation & Independent Special District

Spaceport Authority

Develop
Infrastructure

Build, Own, Lease, &
Operate Facilities

Multi-Tenant Developments
SLC-46
Exploration Park
Launch & Landing Facility

Statewide Planning

Industry Development Role

Unique Financial &
Infrastructure Tools

Conduit Lease
Financing

Access to Capital
Markets

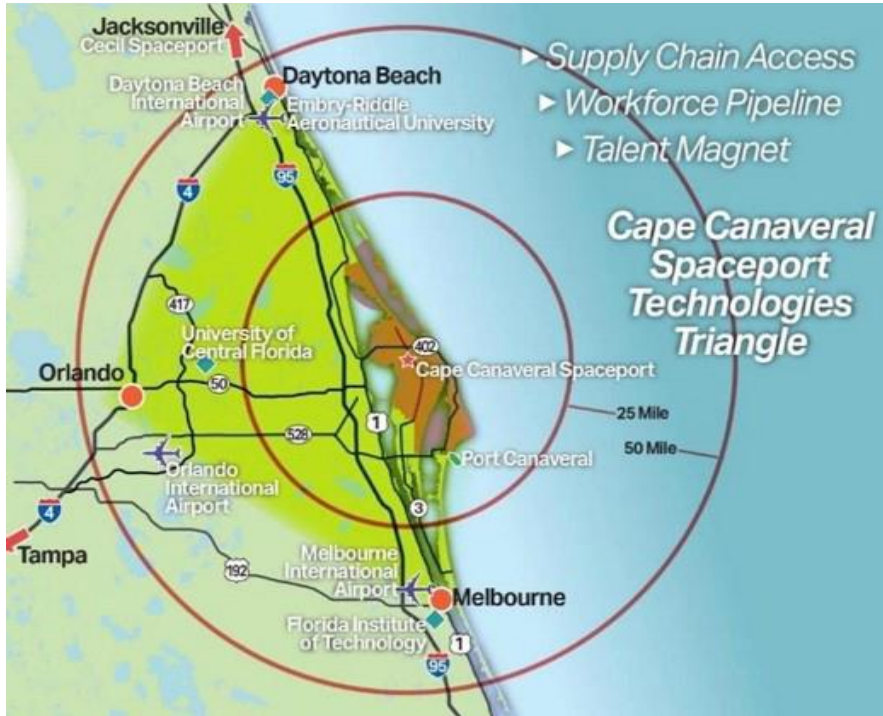
Tax Efficiencies

Bonding Authority

Mission:
Expand and Diversify
Florida's Aerospace
Industry



About Space Florida



1 hour from Daytona Beach, Orlando,
and Melbourne

Space Life Sciences Building (SLSL)
at Kennedy Space Center, FL



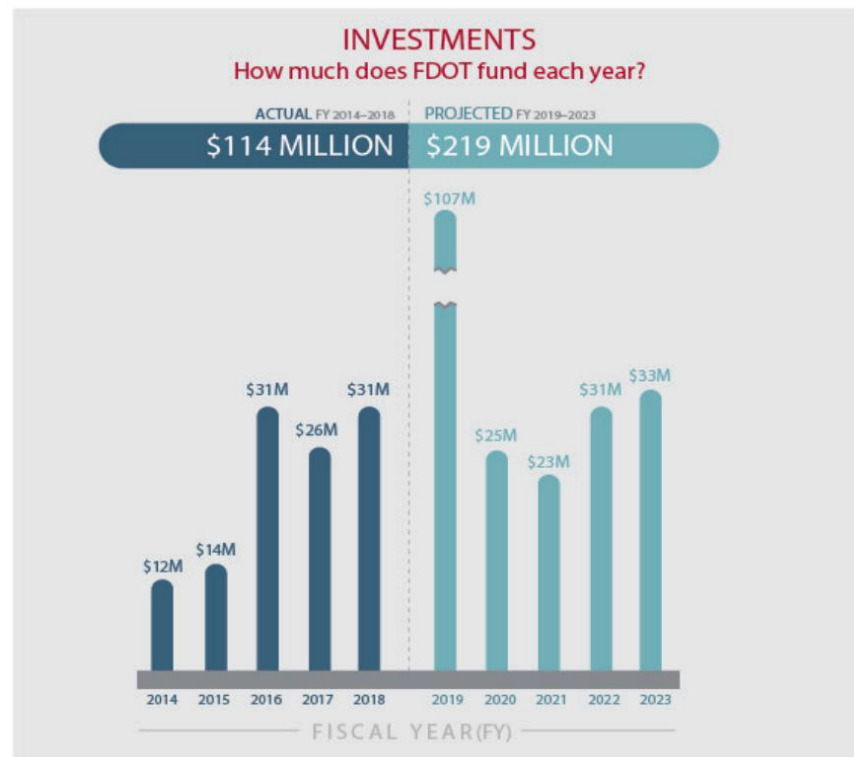


Space Florida's Toolkit

1. Florida Department of Transportation (FDOT) Funds for common use infrastructure



1. **Blue Origin-Orbital Launch Vehicle Manufacturing Facility**
First-ever rocket manufacturing in Florida
2. **Launch Complex 39A**
Expanding heavy-lift capacity for commercial launches
3. **Space Florida-Shuttle Landing Facility**
Creating space logistics hub for horizontal launch and landing opportunities
4. **Oneweb Satellites-Spacecraft Integration Facility**
High volume satellite manufacturing in Florida
5. **Space Florida-Launch Complex 46**
First upgrading small launch vehicle capacity to meet user needs





Space Florida's Toolkit

2. Access to unique property and facilities throughout the spaceport



Exploration Park



Launch and Landing
Facility (LLF)



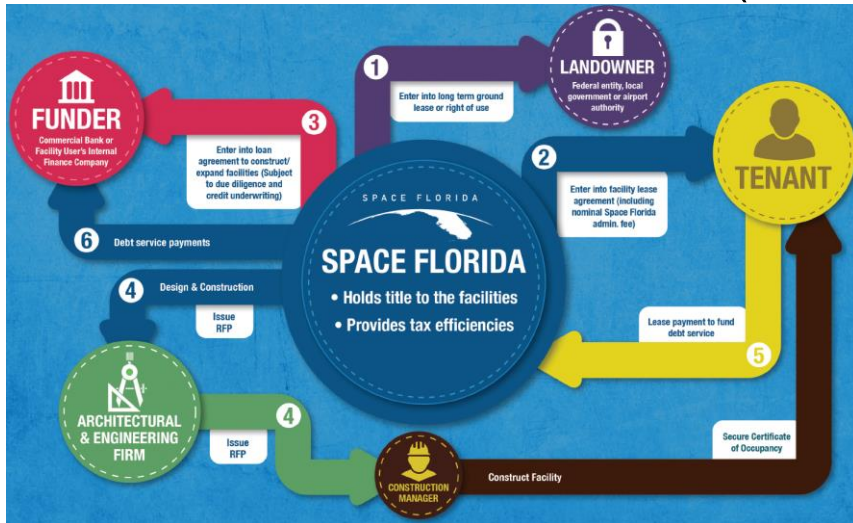
SLC-46



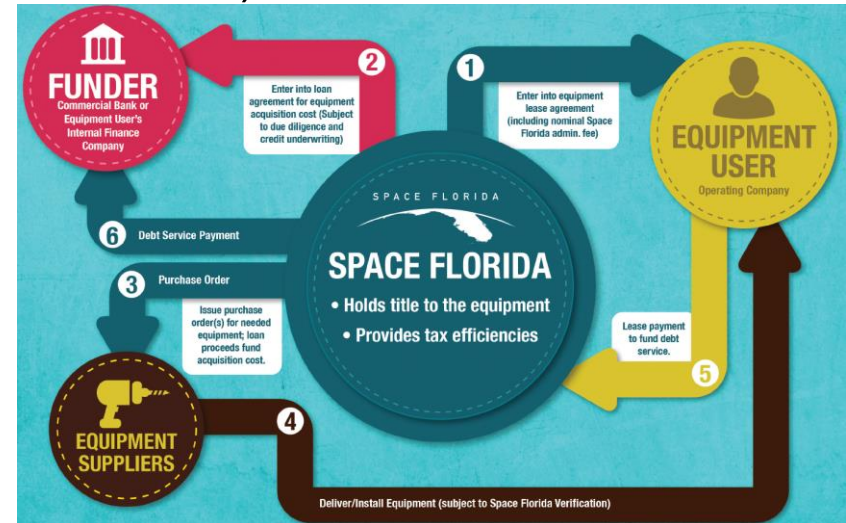
Space Florida's Toolkit

3. Conduit Financing/Synthetic Leasing with real property and personal property

- Defer upfront CapEx on Facilities & Equipment
- Achieve synthetic lease structure- FAR recoverable
- Gain tax efficiencies (sales & ad valorem)



Facilities



Equipment



Tax Efficiencies Created by Space Florida Ownership

- No **sales tax** on equipment & construction materials purchased by SF
- Companies may apply for permanent exemption from **Ad Valorem Tax (AVT)** on leasehold interest(s) provided that:
 - SF is legal and equitable owner of asset(s)
 - Lessee performing aerospace activities consistent w/ SF charter
 - Statutory References:

196.199(1)(b) All property **of this state** which is used for **governmental purposes** shall be exempt from ad valorem taxation except as otherwise provided by law.

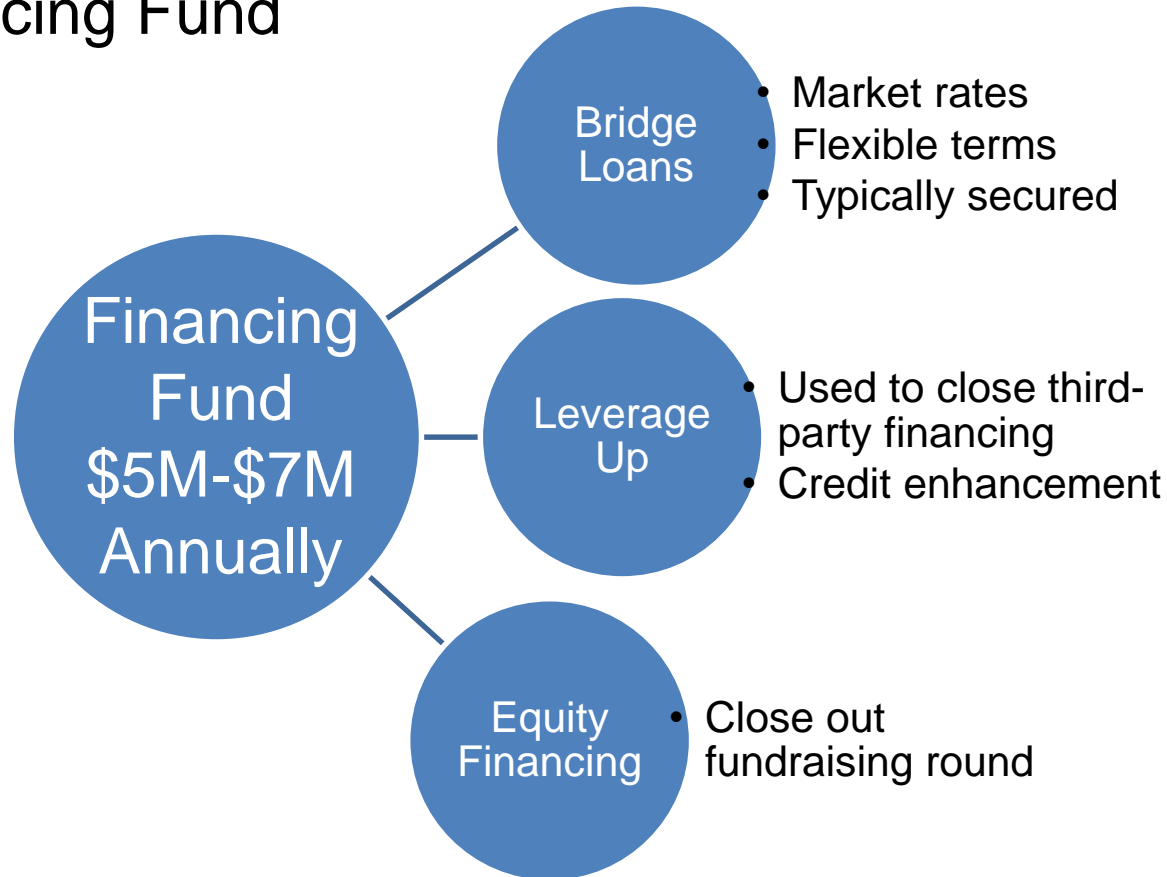
196.012(6) [...] The term “governmental purpose” also includes a direct use of property on federal lands in connection with the Federal Government’s Space Exploration Program or **spaceport activities** as defined in s. 212.02(22).

212.02(22) “Spaceport activities” means activities **directed or sponsored by Space Florida on spaceport territory** pursuant to its powers and responsibilities under the Space Florida Act.



Space Florida's Toolkit

4. Financing Fund





Space Florida's Toolkit

Space Florida & Florida Venture Forum Capital Acceleration Programs

- Partners on the Florida Aerospace Capital Forum and the Early Stage Capital Conference
- Present to angel and early-stage investors from around the state and the country
- Space Florida-supported capital accelerators have attracted \$223M+ million in funding and investments for participating companies



Florida – Israel Innovation Partnership

- Supports research, development, and commercialization of aerospace and technology projects that benefit both Israel and Florida
- \$2M joint fund (Israel \$1M & Florida \$1M) established in 2013
- Florida and Israeli companies are invited to form teams and submit joint applications
- ~\$12M has been invested towards R&D projects with both sets of winners





Space Florida Structure & Role

Public Corporation & Independent Special District

Spaceport Authority

Develop
Infrastructure

Build, Own, Lease, &
Operate Facilities

Multi-Tenant Developments
SLC-46
Exploration Park
Launch & Landing Facility

Statewide Planning

Mission:
Expand and Diversify
Florida's Aerospace
Industry

Industry Development Role

Unique Financial &
Infrastructure Tools

Conduit Lease
Financing

Access to Capital
Markets

Tax Efficiencies

Bonding Authority