



**Addendum Number 1
Request for Proposals For
Commercial Space Industry Trends and the Evolution of Florida’s Spaceport System
RFP-SF-02-0-2023**

Date: June 9, 2023
To: All Interested Bidders and Other Interested Parties
From: Annette O’Donnell, Vice President of Contracts & Procurement

Space Florida issues the following Addendum Number 1 and considers it part a part of the Request for Qualifications (RFP) document.

- 1. Questions and Responses:
Attached hereto please find the Questions and Responses to RFP 02-0-2023.**

**Questions and Responses to
RFP-SF-02-0-2023**

Request for Proposals for Commercial Space Industry Trends and the Evolution of Florida's Spaceport System

#	RFQ Area	Section	Requirement Paragraph #	Page	Question	Response
1	General	NA	NA	NA	Is there a requirement for all team members of a proposing team to be US-based companies? Is this answer dependent upon if a non-US company leading or not leading the task?	<p>Effective July 1, 2023, Space Florida may not accept a bid on, a proposal for, or a reply to, or enter into, a contract with an entity which would grant the entity access to an individual's personal identifying information unless the entity provides Space Florida with an affidavit signed by an officer or representative of the entity under penalty of perjury attesting that (a) The entity is not owned by the government of a foreign country of concern; (b) The government of a foreign country of concern does not have a controlling interest in the entity; or (c) The entity is not organized under the laws of or has its principal place of business in a foreign country of concern. For purposes of this section "foreign country of concern" means the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolás Maduro, or the Syrian Arab Republic, including any agency of or any other entity of significant control of such foreign country of concern. Sec. 287.138, Fla. Stat.</p> <p>Space Florida must require in any contract that the contractor, and any subcontractor thereof, register with and use the E-Verify system to verify the work authorization status of all new employees of the contractor or subcontractor. Space Florida or a contractor or subcontractor thereof may not enter into a contract unless each party to the contract registers with and uses the E-Verify system. If a contractor enters into a contract with a subcontractor, the subcontractor must provide the contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The contractor shall maintain a copy of such affidavit for the duration of the contract. Sec. 448.095, Fla. Stat.</p>
2	Qualifications Package/Statement of Work	A/ Deliverables	NA	5/18	On page 5, within Section A of "Qualifications Package," the RFP mentions the time needed to complete the proposed task as 4 months. On page 18, Section 4, the deliverables table states that the "Final Presentation / Final Report" is due "NTP + 300 Calendar Days." Please confirm the project timeline proposers should use.	Please use the timeline in Section 4 of the Statement of Work.
3	Statement of Work	Deliverables	4	18	If the project timeline is confirmed to be "NTP + 300 Calendar Days", can proposers suggest their own timeline of deliverables?	Yes, provided that the proposers' suggested timeline for each deliverable is no later than the deadline for each deliverable in Section 4 of the Statement of Work.
4	Qualifications Package	Qualifications/ Past Performance	B	6	Due to non-disclosure requirements and non-disclosure agreements in place with commercial clients, will Space Florida consider blinded client references as an alternative to named client references in Past Performance?	No.
5	Qualifications Package	Qualifications/ Past Performance	B	6	Due to non-disclosure requirements and non-disclosure agreements in place with commercial clients, will Space Florida accept "Confidential" listed for contract value for Past Performance / Qualifications submitted?	No.

6	Qualifications Package	Financial Statement	6	7	Will Space Florida accept other methods to demonstrate financial viability consistent with Florida Statute 287.057. Procurement of commodities or contractual services (Effective: June 24, 2022) which states: 27)(a) In determining whether a vendor is a responsible vendor, an agency may establish financial stability criteria and require a vendor to demonstrate its financial stability. If an agency requires a vendor to demonstrate its financial stability during the competitive solicitation process, the agency must accept any of the following as evidence of the vendor's financial stability including: 2. Documentation of an investment grade rating from a credit rating agency designated as a nationally recognized statistical rating organization by the Securities and Exchange Commission. 3. a. For a vendor with annual revenues exceeding \$1 billion, a letter containing a written declaration, pursuant to s. 92.525, issued by the chief financial officer or controller attesting that the vendor is financially stable and meets the definition of financial stability in paragraph (b).	No. Subsection 331.302(4), Fla. Stat. provides that Space Florida is not an "agency" as defined in 287.012, Fla. Stat. Therefore Space Florida is not an agency for purposes of Section 287.057, Fla. Stat. and exempt from its provisions and procedures.
7	Form of the Contract	Compensation	NA	21	With respect to Section 3.e: Would Space Florida be willing to make certain modifications to the remedies provision (such as any penalties or sanctions should be pre-negotiated and that any withhold amounts shall be for the disputed amount only) and that all such remedies are contingent upon a material breach of the agreement?	No.
8	Form of the Contract	Compensation	NA	21	With respect to Section 3.f: Would Space Florida be willing to modify so that final payment will constitute a release and waiver of all claims Company has against Space Florida regarding the payment for Services under the resultant contract?	No.
9	Form of the Contract	Termination	5	22	With respect to Section 5: Would Space Florida be willing to clarify that Company shall have the right to cure within the notice period in the event of a material breach by Company?	Yes, that provision can be added, however the section will otherwise remain as written.
10	Form of the Contract	Intellectual Property/ Indemnification and Limitation of	7/16	24	With respect to Sections 7 and 16: Would Space Florida be willing to modify the language herein so that any pre-existing Intellectual Property (and any modifications thereto) shall remain the property of Company?	Yes.
11	Form of the Contract	Indemnification and Limitation of Liability	9	24	With respect to Section 9: Would Space Florida agree to negotiate certain modifications to the indemnification provision so as to clarify that Company's indemnification would be limited to third party claims for bodily injury and physical damage to real or tangible personal property to the extent caused by Company while engaged in performing the services, and to the extent deliverables infringe, misappropriate, or violate certain third party intellectual property rights, subject to certain standard	No.
12	Form of the Contract	Indemnification and Limitation of Liability	9c	24	With respect to Section 9.c: Would Space Florida agree to make this provision mutual and include punitive damages in the disclaimer so that neither party is liable to the other for indirect, special, punitive, or consequential damages?	No.
13	Form of the Contract	Indemnification and Limitation of	9	24	Would the Space Florida be willing to include a reasonable limitation of liability for the Company (similar to other contracts Company has in the State of Florida)?	No.

14	Form of the Contract	Auditing Records	17(a)	28	With respect to Section 17.a: Would Space Florida be willing to modify this section to clarify this provision shall apply to billing and payment records and that such records made available to Space Florida under this Section may be redacted by Company to the extent necessary to protect its proprietary and confidential information?	No. Redactions will only be in accordance with applicable Florida Statutes. There is no requirement to specify that in the contract.
15	Form of the Contract	Auditing Records	17(b)	28	With respect to Section 17.b and Attachment A: Will Space Florida confirm that any provisions intended to be applicable to subrecipients will not be applicable to Company (as Company is not a subrecipient)?	Space Florida cannot provide legal advice. Please consult with your attorney.
16	Statement of Work	Deliverables	4	18	Can Space Florida confirm they would be willing to include a mutually agreeable deliverable review and acceptance process in the resultant contract?	Space Florida will consider a proposer's deliverable review and acceptance process but reserves the right to reject the proposer's process at Space Florida's discretion during contract negotiations.
17	Statement of Work	Deliverables	NA	18	Does Space Florida have a target budget and are there any pacing milestones bidders should be aware of? If a bidder believes the services can be delivered in less than 300 calendar days is that an acceptable assumption to make in proposal?	Space Florida chooses not disclose its target budget in order to receive competitive proposals. There are no pacing milestones external to the proposed awarded contract. Proposers can suggest an alternate deliverable schedule provided that the proposers' suggested timeline for each deliverable is no later than the deadline for each deliverable in Section 4 of the Statement of Work.
18	Statement of Work	Project Overview	NA	16	Has the Space Florida team identified current-state barriers / challenges to the commercialization of the Florida Spaceport System?	Yes, but Space Florida seeks the input of the successful proposer under this Statement of Work to develop an independent assessment.
19	Statement of Work	Projecting Commerical Trends	2(1)	16	How does Space Florida perceive the market potential for the Spaceport in terms of both capacity utilization and future commercial and economic growth given the anticipated increase in commercial applications, launch volume and space tourism activities?	Space Florida seeks the input of the successful proposer to develop an independent assessment of these factors in accordance with the Statement of Work.
20	Statement of Work	Projecting Commerical Trends	2(1)	16	What are Space Florida's primary objectives in understanding the future attitudes in correlation to the growing Space industry over the next (20 years)?	In accordance with the Statement of Work, Space Florida's objective for this effort is to analyse industry trends and develop options for the responsive growth of Florida's Spaceport System to increase the capability and capacity of the system in order to capture industry growth trends.
21	Statement of Work	Projecting Commerical Trends	2(1)	17	Are there specific time horizons we need to take into consideration (e.g., 1-3 years, 3-10 years, 10-20 years)?	Pursuant to Section 3 of the Statement of Work the effort should encompass a 20 year time horizon. Proposers may choose to divide this period into several shorter periods if desired.
22	Statement of Work	Projecting Commerical Trends	2(1)	17	Has the Space Florida team prioritized target population segments to derive attitudinal insights on the evolving Commercial Space Industry? (e.g., general population, business, academic, by geographical region)	No.
23	Proposal Package Instructions	NA	4	4	Based on point 4 of the proposal package instructions, it appears you are requesting a word (whitepaper) format for the proposal, vs a slides (powerpoint) format - is that correct, and is a slide format be acceptable?	Deliverable 1, Deliverable 2, and the draft and final reports (part of Deliverable 3 and 4, respectively) should be document format. The presentation portion of Deliverable 3 and 4 should be in slide format and accompanied by a verbal presentation.
24	Statement of Work	Deliverables	NA	17	What format should the final report be in - word (whitepaper) or slides (powerpoint)?	The final report portion of Deliverable 4 should be in document format. The presentation portion of Deliverable 4 should be in slide format and accompanied by a verbal presentation.
25	Statement of Work	Tasks	3(1)	17	In point 1, attitudes and values are both listed as market assessment criteria. Can you provide some further defintiion on 'values', e.g., the quantification of markets, or stakeholder values that impact the market, or ?	Oxford dictionary defines value in part as "principles or standards of behavior" and in this context, the extent to which those principles or standards of behavior affect trends in the commercial space industry. Analysis in this section should also include some quantification of markets pursuant to the "Markets" and "Economic Landscape" portions of this subsection.