



**Request for Proposals  
For  
Commercial Space Industry Trends and the Evolution of Florida’s Spaceport System**

**RFP-SF-02-0-2023**

**Issued and Published: May 15, 2023**

**Due Date: June 20, 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.

In accordance with Florida Statute 331.360, the Florida Department of Transportation (FDOT) is responsible to promote the development and improvement of aerospace transportation facilities to improve space transportation capacity and efficiency.

Space Florida is issuing this Request for Proposal (the “RFP”) to select the most highly qualified Firm. Qualification packages will be reviewed and evaluated as to qualifications to perform the services required by a Space Florida selection committee.

**OVERVIEW**

Space Florida seeks to engage a firm with extensive experience that is peer recognized in assessing and projecting commercial trends affecting an industry segment and analyzing options to respond competitively in such a changing industry. The segment for the purpose of this effort is the commercial use of space, which includes the provision of goods and services of commercial value utilizing the location or environment of earth orbit or outer space. Space Florida seeks creative thinking to identify and define probable cross-sector innovation to develop portfolios of space-based assets, capabilities, and services that open a frontier of business opportunities.

**PURPOSE**

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

**MINIMUM QUALIFICATIONS**

- Demonstrated success for similar market analysis for Fortune 500 companies and related industries.
- Established firm with 15+ years’ experience, national or global reach, and nationally peer recognized expertise in market analysis and consulting.
- Prior demonstrated success analyzing rapidly growing, technology intensive industry segments, e.g., commercial space, advanced aviation, technology, and transportation.

**PROJECT DESCRIPTION:**

The Project description and scope of services to be performed is described on Attachment “A”.

**SCHEDULE**

\* Qualification packages received in response to this RFP are exempt from subsection 119.07(1)

<b>EVENT</b>	<b>DATE</b>	<b>TIME (EDT)</b>
Legal Notice sent to Florida Today	5/9/2023	
RFP Posted on Space Florida’s Website and DemandStar	5/15/2023	
Question Submission Deadline	6/5/2023	12:00 Noon
Question Responses Posted	6/9/2023	
Qualifications Packages Due	6/20/2023	1:00 PM
Qualifications Packages Opened* and Evaluated – Contract Department	6/20/2023	
Qualifications Packages Evaluated- Individual Selection Committee Members	6/21/2023	
Qualified short-listed firms notified	7/11/2023	
Notice of Evaluation Committee meeting for presentations by short-listed firms published in Fla. Admin. Register and on Space Florida’s website	No later than 7/17/2023	
Presentations / Interviews (Public Forum)	7/25/2023	9:00 AM
Notice of Intent to Negotiate posted on Space Florida’s website	7/26/2023	
Award Notice posted on Space Florida’s website	TBD	

of the Florida Statutes and Subsection 24(a) of Article I of the Florida Constitution (the Public Records Act) until notice of an intended decision by Space Florida or until thirty days after opening the sealed qualification packages, whichever is earlier. At that time, the qualifications packages received will be made available to the public.

**COMMUNICATIONS AND QUESTIONS**

1. Prospective firms and representatives thereof shall not contact, communicate with, or discuss any matter relating in any way to this 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 process or the Project. Submission of all questions through e-mail 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 Contracts to receive questions is on or before June 5, 2023 at 1:00 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 June 20, 2023, by 1:00 pm. Packages shall be submitted as an Adobe PDF file. Financial Statements shall be provided in a separate file. Maximum acceptable total file size is 20 MB.**

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

Under no circumstances will late packages be scored.

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

### **ECONOMY OF PRESENTATION**

Qualifications packages shall be prepared simply and economically, providing a straightforward, concise description of the firm's capabilities to satisfy the requirements of this RFP. 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 RFP 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.

### **PROPOSAL 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 30 pages, including text, photos, charts, resumes, glossaries and appendices. The ONLY exclusions from the page count are the cover, title pages, transmittal letter, and table of contents. Financial Statements are excluded from the maximum page limit.
5. Legible tables, charts, graphs and figures shall be used wherever practical to depict organizations, systems and layouts, implementation schedules, plans, etc. These displays shall be uncomplicated, legible and shall not exceed eleven (11) by seventeen (17) inches in size.
6. Trade secrets and information confidential and exempt from Subsection 119.07(1) of the Florida Statutes and Subsection 24(a) of Article I of the Florida Constitution, is not solicited nor desired, as information to be submitted with qualifications packages. The Florida Statutes and the State Constitution govern whether information in a qualifications package is confidential or exempt from the Public Records Act. **If information is submitted in the qualifications package which the firm deems to be a trade secret or confidential and exempt from the Public Records Act, the information shall be submitted with the qualifications package in a separate, clearly marked email referencing the specific statutory citation for such exemption.** Submitted qualifications packages which are marked “confidential” (or other similar language) in their entirety or those in which a significant portion of the submitted qualifications package is marked “confidential” may be deemed non-responsive by Space Florida. Space Florida is not obligated to agree with the firm’s claim of an exemption and, by submitting a qualifications package, the firm agrees to be responsible for defending its claim that each and every portion of the separately marked information is exempt from inspection and copying under the Public Records Act. The firm agrees that it shall protect, defend, and indemnify, including attorney’s fees and costs, Space Florida for any and all claims and litigation (including litigation initiated by Space Florida) arising from or relating to the firm’s claim that the separately marked portions of its reply are not subject to disclosure. If the firm fails to separately mark portions of its qualifications package or marks its qualifications package “confidential” (or other similar language) in its entirety, Space Florida is authorized to produce the entire document, data or record submitted by the firm in responding to a public records request.

## **QUALIFICATIONS PACKAGE**

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

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

- A. **Letter of Transmittal:** The letter must be signed by a representative authorized to contractually bind the vendor and include the title or authority of the representative. The letter shall not exceed two pages and it shall briefly state the understanding of the vendor regarding the work to be performed, confirmation of meeting the minimum qualifications, and make a positive commitment to perform the work within the specified time period which is currently estimated to be 4 months from NTP. The following must be included:
1. Type of business (sole proprietorship, partnership, corporation, etc.)
  2. State of incorporation.
  3. Headquarters location and whether offices are located in the State of Florida, and if so, where.
  4. The names and contact information of the persons who will be authorized to make representations for the vendor.
- B. **Proposal, Qualifications and Approach:** Selection will not be made solely on price. Evaluation of proposals will be based on Firm's qualifications, price, and approach. See table below for scoring criteria/points (pts) for each category.

*The remainder of this page left intentionally blank.*

<p><b>Qualifications/Past Performance</b></p> <p><b>40 points</b></p>	<p><b>(20 pts)</b> Describe Firm’s experience and knowledge with market studies specifically for the commercial space industry or similar industries.</p> <p><b>(10 pts)</b> Describe the experiences, qualifications, and locations of <i>Key Personnel</i>. (Submit organizational chart, resumes, and proposed role in this project for key personnel, including any sub-Firms.) (If applicable, include a copy of current MBE Certification for Firm and any sub-Firms.)</p> <p><b>(10 pts)</b> Describe Firm’s successful completion or ongoing performance of similar projects within the past five (5) years. (Submit a list of projects. Include client name, brief project description, contract amount, period of performance, and Key Personnel. Reference contact information, preferably 3, for projects of similar scope, size, and complexity.)</p>
<p><b>Price</b></p> <p><b>30 points</b></p>	<p><b>(30 pts)</b> Provide fixed fee proposal with milestone payments in accordance with the Tasks described in Attachment A Scope of Services. Include basis of proposed price including staff hour estimates with an itemized list of personnel, rates, and estimated hours by task.</p>
<p><b>Approach</b></p> <p><b>30 points</b></p>	<p><b>(10 pts)</b> Describe Firm’s approach to the Scope of Services, including methodology utilized in market analysis and forecast, and framework for recommendations to be provided.</p> <p><b>(10 pts)</b> Describe approach to data collection, proposed data sources, and other methods of gathering input for use in the Scope of Services.</p> <p><b>(10 pts)</b> Describe Firm’s approach to potential engagement with stakeholders as identified in the Scope of Services.</p>

**C. Also required, but not scored:**

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

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

3. **Non-Collusion Clause**

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

4. **Public Entity Crimes**

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

5. **Scrutinized Company Statement**

Complete Scrutinized Company Statement form included in this package.

6. **Financial Statement**

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

**SELECTION PROCESS**

1. Space Florida staff members that have the knowledge and expertise with this scope of services, along with other personnel shall serve on a selection committee. Space Florida may appoint individuals that are not employees to serve on the selection committee. The selection committee will review all qualifications packages timely received and shall score the qualifications packages in accordance with the criteria listed in this RFQ. In addition to the materials provided in the written responses to this RFQ, Space Florida may request additional material, information, references, interviews, or presentations from the firm(s) submitting qualifications packages. Space Florida may decide to conduct interviews instead of having formal presentations with selected firms, should it be required or warranted. Space Florida shall evaluate current statements of qualifications and performance data on file with Space Florida (if any) and shall require presentations by the top rank firms. Firms will be notified in writing as to whether or not they have been selected and if an interview or oral presentation is required.
2. Space Florida, at its sole discretion, may ask any firm to make an oral presentation and/or 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.
3. Space Florida reserves the right to conduct discussions with any firm who has a realistic possibility of Contract award.

4. Firms are cautioned not to assume that they will be asked to make a presentation and should include all pertinent and required information in their original qualifications package.
5. Following the interviews or presentations, the firms will be evaluated, based on their submission, references, and presentation. A final ranking of firms will be determined based on their interview or presentation.
6. Once the selection committee has ratified the final rankings, Space Florida may engage the first ranked firm in negotiations for purposes of executing a contract. In doing so, Space Florida shall determine and negotiate compensation that is fair, competitive, and reasonable for the services to be supplied.
7. Should Space Florida be unable to negotiate a satisfactory contract with the first ranked firm, at a price Space Florida determines to be fair, competitive and reasonable, Space Florida shall formally terminate negotiations, and negotiate with the second ranked firm, and so on, until an agreement is reached with a firm, or at any time may terminate negotiations and undertake a new solicitation.

**GUIDELINES – INTERVIEWS/ORAL PRESENTATIONS**

The selection committee will conduct discussions with and may require Interviews or oral presentations of the short-listed firms who will be notified of the schedule for the presentation, questions and answers, and any special requirements. Discussions and interviews/oral presentations will be scored on the points listed below and will not be combined with the previous score, and the previous score will not carry forward.

Interview/Oral Presentation agendas will be entirely at the discretion of the prospective firm but shall include a description of the firm’s and team member’s qualifications and approach.

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

<p><b>Qualifications/Past Performance</b></p> <p><b>30 points</b></p>	<p><b>(10 pts)</b> Describe Firm’s notable relevant achievements and related expertise. Discuss resources, methods; tools, systems, etc. that contributed to these achievements and successful client outcomes.</p> <p><b>(10 pts)</b> Describe Firms’s successful completion or ongoing performance of similar projects within the past five (5) years. Indicate where and how the proposed team has worked together to provide similar services.</p> <p><b>(10 pts)</b> Provide examples where the Firm has provided actionable results to a client that have been used to help Firm’s client achieve</p>
---	---



	market advantage(s). Describe any challenges and quantify how the Firm added value. Describe any “lessons learned”
<b>Key Personnel</b> <b>30 points</b>	<p><b>(10 pts)</b> Describe the experience, qualifications, and location of the Firm’s <i>appointed Senior Partner and Lead Working Partner</i> assigned to the effort.</p> <p><b>(10 pts)</b> Describe the experiences, qualifications, and locations of the Consultant’s <i>other Key Personnel and Staff</i> assigned to the effort.</p> <p><b>(10 pts)</b> Describe the current and projected workload and availability for <i>Senior Partner, Lead Working Partner, and other Key Personnel and Staff</i> assigned to the effort. (Submit a brief description of current projects, percent commitment, and approximate completion dates.)</p>
<b>Approach</b> <b>40 Points</b>	<p><b>(20 pts)</b> Describe Consultant’s approach to <i>Projecting Commercial Trends</i> as described in the scope of services.</p> <p><b>(20 pts)</b> Describe Consultant’s approach to <i>Assess Evolution of Florida’s Spaceport System</i> as described in the scope of services.</p>

**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 RFP, to reject any and all submittals, to waive any and all informalities and/or irregularities, or to re-advertise with either the identical or revised specifications, if it is deemed to be in the best interest of Space Florida to do so.
3. Space Florida reserves the right to make award to the response deemed to be most advantageous to Space Florida.
4. Space Florida reserves the right to award the contract to the next most qualified firm if the successful firm does not promptly begin the contracted services or if an acceptable fee cannot be negotiated.
5. The successful firm shall not discriminate against any person in accordance with federal, state, or local laws.

6. Space Florida reserves the right not to award a contract. Space Florida reserves the right to divide the scope into multiple projects and procure each individual project separately.
7. All material submitted becomes the property of Space Florida and may be returned only at Space Florida's option. Space Florida has the right to use any or all ideas presented in any reply to this Request for Qualifications. Firms will be notified in writing as to whether or not they have been selected for this contract.
8. ***A firm is solely responsible for any cost or expense incurred in responding to this RFP.***
9. By submitting a qualifications package for this solicitation, the firm agrees to these General Terms and Conditions.

*The remainder of this page left intentionally blank.*

**NON-COLLUSION CLAUSE**

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

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

NAME	RELATIONSHIPS
_____	_____
	_____
	_____
_____	_____
	_____
	_____

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Print Name of Certifying Official

\_\_\_\_\_  
Business Address

\_\_\_\_\_  
City, State, Zip Code

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

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

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

whose business address is

\_\_\_\_\_  
\_\_\_\_\_.

2. I understand that a “public entity crime” as defined in Section 287.133(1)(g) of the Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that “convicted” or conviction” as defined in Section 287.133(1)(b) of the Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an “affiliate” as defined in Section 287.133(1)(a) of the Florida Statutes, means:
- a. A predecessor or successor of a person convicted of a public entity crime; or
  - b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term “affiliate” includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a “person” as defined in Section 287.133(1)(e) of the Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term “person” includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Indicate which statement applies.)

\_\_\_\_\_ Neither the entity submitting this sworn statement nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

\_\_\_\_\_ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

\_\_\_\_\_ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list (attach a copy of the final order).

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017 OF THE FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

---

(Signature)

**VENDOR CERTIFICATION REGARDING  
SCRUTINIZED COMPANIES LISTS**

Respondent Vendor Name: _____
Vendor FEIN: _____
Vendor's Authorized Representative Name and Title: _____
Address: _____
City: _____ State: _____ Zip: _____
_____
Phone Number: _____
Email Address: _____

PURSUANT TO SECTION 287.135, FLORIDA STATUTES, A COMPANY THAT IS ON THE SCRUTINIZED COMPANIES THAT BOYCOTT ISRAEL LIST, CREATED PURSUANT TO SECTION 215.4725, FLORIDA STATUTES IS PROHIBITED FROM SUBMITTING A PROPOSAL FOR, OR ENTERING INTO OR RENEWING A CONTRACT WITH AN AGENCY OR LOCAL GOVERNMENTAL ENTITY, FOR GOODS OR SERVICES FOR ANY AMOUNT. A COMPANY MAY NOT BID ON, SUBMIT A PROPOSAL FOR, OR ENTER INTO OR RENEW A CONTRACT FOR GOODS OR SERVICES OF \$1 MILLION OR MORE IF THE COMPANY IS ON EITHER THE SCRUTINIZED COMPANIES WITH ACTIVITIES IN SUDAN LIST OR THE SCRUTINIZED COMPANIES WITH ACTIVITIES IN THE IRAN PETROLEUM ENERGY SECTOR LIST, CREATED PURSUANT TO SECTION 215.473, FLORIDA STATUTES.

AS THE PERSON AUTHORIZED TO SIGN ON BEHALF OF RESPONDENT, I HEREBY CERTIFY THAT THE COMPANY IDENTIFIED ABOVE IN THE SECTION ENTITLED "RESPONDENT VENDOR NAME" IS NOT LISTED ON EITHER THE SCRUTINIZED COMPANIES THAT BOYCOTT ISRAEL LIST, SCRUTINIZED COMPANIES WITH ACTIVITIES IN SUDAN LIST OR THE SCRUTINIZED COMPANIES WITH ACTIVITIES IN THE IRAN PETROLEUM ENERGY SECTOR LIST I UNDERSTAND THAT PURSUANT TO SECTION 287.135, FLORIDA STATUTES, THE SUBMISSION OF A FALSE CERTIFICATION MAY SUBJECT SUCH COMPANY TO CIVIL PENALTIES, ATTORNEY'S FEES, AND/OR COSTS AND TERMINATION OF THE CONTRACT AT THE OPTION OF THE AWARDING GOVERNMENTAL ENTITY.

CERTIFIED BY: _____, <p style="text-align: center;"><i>PRINT NAME</i> <span style="margin-left: 150px;"><i>PRINT TITLE</i></span></p>
WHO IS AUTHORIZED TO SIGN ON BEHALF OF THE ABOVE REFERENCED COMPANY.
Authorized Signature: _____.

**ATTACHMENT A**  
**SCOPE OF SERVICES**

# STATEMENT OF WORK

## SPACE FLORIDA COMMERCIAL SPACE INDUSTRY TRENDS AND THE EVOLUTION OF FLORIDA'S SPACEPORT SYSTEM

### 1. PROJECT OVERVIEW

Space Florida seeks to engage a firm with extensive experience assessing and projecting commercial trends affecting the commercial use of space or related industries and analyzing options to respond competitively in this changing industry. For the purpose of this effort, commercial use of space includes the provision of goods and services of commercial value utilizing the location or environment of earth orbit or outer space. Space Florida seeks creative thinking to identify and define probable cross-sector innovation to develop portfolios of space-based assets, capabilities, and services that open a frontier of business opportunities.

#### **About Florida's Spaceport System**

Florida's Spaceport System includes all physical and economic elements that enable the space industry in Florida, including spaceports, spaceport territories (as defined in Florida Statute 331.304), freight and logistics systems including connecting multi-modal transportation routes, utility systems, manufacturing capabilities, supply chain, offshore operations including launch, landing, and recovery of space assets, assembly, manufacturing, and operation of maritime space support assets, and eventually, in-space platforms and capabilities that complement and enhance the spaceport system.

#### **Free from Constraints**

The purpose of this study is to analyse industry trends and develop options for the responsive growth of Florida's Spaceport System that are free from:

- constraints regarding current ownership and authorities
- existing boundaries and development constraints
- existing funding limitations
- existing regulatory constraints

### 2. SCOPE OF WORK

This effort is to include two primary elements:

#### 1. **Projecting Commercial Trends**

Analysis and forecasting of trends in the commercial space industry over the upcoming 20 years, including changes in Attitudes, Values, Markets, Technologies, and the Economic Landscape.

#### 2. **Assess Evolution of Florida's Spaceport System**

Based on the commercial trends identified, provide definition and assessment of options for Space Florida to consider regarding the evolution of the Florida Spaceport System to increase the capability and capacity of the system in order to capture industry growth trends. Such options may include changes to governance, operation, financing strategies, terrestrial assets, capabilities, and services that will enable, complement, and optimize the value of the industry. This should include an analysis of options to increase attractiveness of spaceport investments to the financial community, reduction or elimination



of spaceport capacity constraints (including launch, landing, processing, overhaul, and support of cargo and passenger transport to and from space), enhancements to intermodal connectivity and transportation corridors, and other changes to the regulatory, operational, or financial environment of the Florida Spaceport System.

### **Stakeholders**

This effort may require soliciting input from external stakeholders, which may include:

- Financial Institutions:
  - Underwriters
  - Insurers
  - Private Equity
  - Venture Capital
- Spaceport Land Owners and Operators:
  - US Space Force- Space Launch Delta 45
  - NASA Kennedy Space Center
  - Space Coast Air and Space Port
  - Cecil Spaceport
- Spaceport Users, including:
  - Launch Providers
  - Manufacturers
  - Service providers
- Supply Chain
- Governmental entities and regulators, including:
  - Federal Aviation Administration
  - Federal Communications Commission
  - Federal Trade Commission
  - Department of Commerce
- Seaports
- State Entities, including:
  - Florida Department of Transportation (FDOT)
  - Florida Division of Emergency Management (FDEM)
  - Florida Department of Environmental Protection (FDEP)
  - Local Economic Development and Planning Organizations

## **3. TASKS**

1. Projecting Commercial Trends
  - a. Analysis and forecasting of trends in the commercial space industry over the upcoming 20 years, including changes in:
    - i. Attitudes
    - ii. Values
    - iii. Markets
    - iv. Technologies
    - v. Economic Landscape
  - b. Provide status presentation and minutes of all meetings
2. Assess Evolution of Florida's Spaceport System

- a. Provide definition and assessment of options for Space Florida to consider regarding the evolution of the Florida Spaceport System. May include engagement of select stakeholders.
  - b. Update status presentation and minutes of meetings
3. Presentation of Findings
- a. A summary of key findings and inputs from the effort and stakeholder engagement process
  - b. Provide draft report of findings
4. Final recommendations and next steps
- a. Final presentation including a final report including a list of recommendations and next steps

#### **4. DELIVERABLES**

	Deliverable	Due
1	Projecting Commercial Trends	NTP + 90 Calendar Days
2	Assess Evolution of Florida's Spaceport System	NTP + 180 Calendar Days
3	Presentation of Findings / Draft Report	NTP + 270 Calendar Days
4	Final Presentation / Final Report	NTP + 300 Calendar Days

**ATTACHMENT B**  
**FORM OF THE CONTRACT**

**AGREEMENT NO.:** \_\_\_\_\_  
**BETWEEN**  
**SPACE FLORIDA**  
**and**

---

This **AGREEMENT** (“Agreement”) is entered into on \_\_\_\_\_, 2023 (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 \_\_\_\_\_, (“Company”), a \_\_\_\_\_ company 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**, Section 331.3011 of the Florida Statutes states that it is “the intent of the Legislature that Space Florida will be the single point of contact for state aerospace-related activities with federal agencies, the military, state agencies, businesses, and the private sector.

**WHEREAS**, the services of Company are requested by SF for analysis of Commercial Space Industry Trends and the Evolution of Florida’s Spaceport System. See **Attachment B** Statement of Work.

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

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

1. Engagement, Scope of Services, Schedule and Deliverables.
  - a. Within the scope of this Agreement, Company 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. Company 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.

- b. Company shall provide the following Scope of Services:

Analysis of Commercial Space Industry Trends and the Evolution of Florida’s Spaceport System. See **Attachment B** Statement of Work.

- c. Company shall provide the following deliverables:

See **Attachment B** Statement of Work.

All Deliverables shall be submitted by electronic mail, confirmed returned receipt, to the Project Manager, with cc: to SF Contracts at [contracts@spaceflorida.gov](mailto:contracts@spaceflorida.gov).

- d. The schedule for the Scope of Services and the deliverables is as follows:

See **Attachment B** Statement of Work.

- 2. Period of Performance. This Agreement shall commence on the Effective Date and shall remain in full force and effect through \_\_\_\_\_ (the “Expiration Date”) unless terminated, or extended, by mutual written agreement by both parties.

- 3. Compensation.

- a. The not-to-exceed fee to be paid by SF to Company for the services to be provided under this Agreement shall be \_\_\_\_\_ (\$ \_\_\_\_\_), including all out of pocket and travel costs. If SF authorizes a substantial or material change to the Scope of Services, the milestone fee may be equitably adjusted, in writing, by mutual consent of the parties. SF shall have no obligation to pay any fee, expenditure, charge, or cost incurred by Company beyond the amount of the not-to-exceed total fee. The fees shall be paid with the delivery of the deliverables as follows:

	Deliverable	Fee
1	Projecting Commercial Trends	
2	Assess Evolution of Florida’s Spaceport System	
3	Presentation of Findings / Draft Report	
4	Final Presentation / Final Report	

- b. Company shall not begin performance of services under this Agreement until this Agreement is signed by all necessary parties. Otherwise, Company is working at risk of not being paid.

- c. Invoicing.

- i. Company shall invoice SF when services have been provided, but no more than monthly. All invoices and Deliverables shall be submitted in detail in a



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 Company is acting on behalf of SF as provided under Subsection 119.011(2) of the Florida Statutes, Company 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 Company 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 Company or keep and maintain public records required by SF to perform the service. If the Company transfers all public records to SF upon completion of the Agreement, the Company shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Company keeps and maintains public records upon completion of the Agreement, the Company shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to 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 Company fails to provide the public records to SF within a reasonable time the Company 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 Company has questions regarding the application of Chapter 119, Florida Statutes, to the Company's duty to provide Public Records relating to this Agreement, contact 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.

- a. Company hereby transfers, grants, conveys, assigns, and relinquishes exclusively to SF, all of Company's right, title, and interest of every kind throughout the world in and to all intellectual property developed for or by Company in conjunction with this Agreement, including all United States and International copyrights or patents thereto, and any renewals or extensions thereof, together with all other interests accruing by reason of international conventions with respect to intellectual property.
- b. Company agrees to sign any additional documents and otherwise cooperate with SF, as may reasonably be requested, to further evidence, perfect, protect, or enforce the transfer under this Section 7. For this purpose, the provisions of this section shall survive the termination, for any reason, of this Agreement.

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. Company 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 Company or any person or organization directly, or indirectly, employed by Company to perform or furnish any of the services or anyone for whose acts any of them may be liable; (ii) breach of the terms of this Agreement by Company or any person or organization directly, or indirectly, employed by Company to perform or furnish any of the services or anyone for whose acts any of them may be liable; (iii) violations of applicable law by any person or organization directly or indirectly employed by Company 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 Company), or damage to property to the extent attributable to the negligence or misconduct of Company or any person or organization directly, or indirectly, employed by Company 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, Florida Statutes, and nothing herein shall be construed to extend the liabilities of SF beyond that provided in section 768.28, Florida Statutes. Nothing herein is intended as a waiver of SF's sovereign immunity under section 768.28, Florida Statutes. Nothing hereby shall inure to the benefit of any third party for any purpose, including but not limited to, 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 amount limitation per person and in the aggregate contained in section 768.28, 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 Company for indirect, special, or consequential damages, including, but not limited to, loss of revenue, loss of profit, cost of capital, or loss of opportunity regardless of whether such liability arises out of contract, tort (including negligence), strict liability, or otherwise.
- d. SF shall not assume any liability for the acts, omissions, or negligence of Company, its agents, servants, employees, or subcontractors. In all instances, Company shall be responsible for any injury or property damage resulting from any activities conducted by Company.

10. Independent Company. Company 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. 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 parties. 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.

12. 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 Company. SF's project manager is \_\_\_\_\_, \_\_\_\_\_@spaceflorida.gov, 321-730-5301.

13. 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 13.c. until such delivery pursuant to methods (1)-(3) above shall be deemed to have been received pursuant to Subsection 13.c.
- b. For a notice, or other communication, under this Agreement to be valid, it must be addressed to the 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 13.

For Space Florida:

SF Contracts

PM \_\_\_\_\_

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

[\\_\\_\\_\\_\\_@spaceflorida.gov](mailto:_____@spaceflorida.gov)

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

For Company:

Name, email

Address

P:

- c. Subject to Subsection 13.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.

14. Insurance.

- a. Company shall procure and maintain, at its expense, the following insurance:
  - i. Business Automobile Liability Insurance: a combined single limit for bodily injury and property damage per accident of \$1,000,000 covering “any auto”; and mandatory limits for personal injury protection and uninsured motorist coverage;

- ii. Commercial General Liability Insurance: a combined single limit for personal injury and property accident of \$1,000,000 per occurrence, \$2,000,000 combined single limit;
  - iii. Worker's Compensation: statutory benefits, as required by law; and
  - iv. Employer's Liability Insurance: limits of \$100,000 bodily injury by accident, \$100,000 each employee bodily injury by disease, and a \$500,000 policy aggregate limit for bodily injury by disease.
- 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". Company may use blanket policies to satisfy these insurance requirements.
  - c. Company shall also purchase, maintain, and keep in full force, effect and good standing, a professional liability/errors and omissions insurance policy having minimum limits of One Million Dollars (\$1,000,000.00), with a maximum deductible of One Hundred Thousand Dollars (\$100,000.00). The errors and omissions policy shall be in effect and shall insure against the Company's negligent acts, errors or omissions relating to the services performed under this Agreement.
  - d. Within thirty (30) days following the Effective Date, Company 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 Company shall provide, annually, certificates evidencing that such insurance remains in effect to the extent required under this Agreement.

15. Representations.

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

16. Materials and Data.

- a. All data, reports, job files, logs, computer printouts, CD-ROM files, Company's submittals, summaries, memoranda and any and all other written work, documents,

instruments, information, and materials (collectively “written work”) prepared or accumulated by Company 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 Company 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, Company 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 Company may possess or have under his or her control and which may have been produced prior to and including the date of termination. Company shall also require that all subcontractors or employees agree in writing to be bound by the provisions of this section.

17. Auditing Records.

- a. Company shall retain and maintain all records related to the Scope of Services 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 Scope of Services under this Agreement. The records shall be subject at all times to inspection, review, or audit by state personnel of the Office of the Auditor General, Chief Financial Officer, Office of the Chief Inspector General, SF, or other personnel authorized by the Florida Department of Economic Opportunity and copies of the records shall be delivered to the Florida Department of Economic Opportunity upon request.
- b. To the extent applicable, Company shall comply with the audit requirements of Sections 215.97 and 17.03 of the Florida Statutes and those found in **Attachment A, Audit Requirements.**
- c. Company shall preserve all contract records for the entire term of this Agreement and for five years after the later of: (i) the date of submission of the final project report, or (ii) until all claims (if any) regarding the Agreement are resolved.

18. 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.

19. Excusable Delay – Force Majeure. Except for a default of Company’s subcontractor at any tier, neither Space Florida nor Company shall be liable for any failure to perform due to any cause beyond its reasonable control and without its fault or negligence. Such causes include, but are not limited to: (1) acts of God or of the public enemy; (2) acts or failure of any government in either its sovereign or contractual capacity; (3) fires, floods, epidemics, terrorism, quarantine restrictions, strikes, freight embargoes, nuclear incident, or any other

act or event beyond reasonable control and without the fault of either party or its subcontractors. In the event that performance of this Agreement is hindered, delayed, threatened to be delayed, or adversely affected by causes of the type described above, then the party whose performance is so affected shall immediately notify the other party's authorized representative in writing, including all relevant information with respect thereof, and shall likewise notify promptly of any subsequent change in the circumstances, and at Space Florida's sole option, this Agreement shall be completed with such adjustments to delivery schedule as are reasonably required by the existence of such cause or this Agreement may be terminated for convenience.

20. Confidential Proprietary Information. Space Florida shall comply fully with (i) the protections in Section 812.081 of Florida Statutes and other applicable law for Company's trade secrets and (ii) the exemption of trade secrets from the disclosure requirements in Florida's public-records laws in Section 815.045 of Florida Statutes. However, as provided by law, the foregoing obligations of Space Florida are contingent on (i) strict compliance by Company with the requirements of a trade-secret owner to identify all records containing its trade secrets before the records come into possession by Space Florida and (ii) Company's asserted trade secrets actually meeting the definition of "trade secret" in Section 812.081.
21. 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.
22. 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.
23. Electronic Signatures. 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.
24. Unauthorized Aliens and Employment Eligibility Verification.
  - a. SF shall consider the knowing employment of unauthorized aliens, as described in Section 274A(e) of the Immigration and Nationality Act (codified at 8 U.S.C. §1324a), by Company or any subcontractor cause for termination of this Agreement.
  - b. Company and Company's subcontractors performing work under this Agreement, shall utilize the E-Verify system to verify the employment eligibility of all new employees hired by the Company or Company's subcontractors during the term of this Agreement.
  - c. 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).

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

25. Miscellaneous.

- a. Company shall not discriminate against any employee employed in the performance of this Agreement, or against any applicant for employment because of age, race, sex, creed, color, disability, national origin, or marital status.
- b. Company shall comply with all applicable Federal, State and local laws, rules and regulations.
- c. Company shall provide a harassment-free workplace, with any allegation of harassment given priority attention and action by management.
- d. Company shall provide a drug-free workplace with any allegation of substance abuse given priority attention and action by management.
- e. Company affirms that it is aware of the provisions of Subsection 287.133(2)(a) of the Florida Statutes, and that at no time has Company been convicted of a Public Entity Crime. Company agrees that it shall not violate such law and further acknowledges and agrees that any conviction during the term of this Agreement may result in termination of this Agreement by SF.
- f. Company affirms that it is aware of the provisions of Subsection 287.134(2)(a) of Florida Statutes, and that at no time has Company been placed on the Discriminatory Vendor List. Company shall not contract or transact business with an entity that has been placed on the discriminatory vendor list for goods or services under this Agreement.
- g. Execution of this Agreement constitutes a certification that the Company is in compliance with, and will require its subcontractors to comply with, the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transaction" in 49 C.F.R. Part 29, when applicable.
- h. Company agrees to comply with subsection 20.055(5) of the Florida Statutes.
- i. To the extent Company is performing economic development services or similar business assistance services on behalf of SF, Company shall coordinate with other components of state and local economic development systems and shall avoid duplication of existing state and local services and activities under this Agreement.

- j. This Agreement may not be assigned by either party without the prior written consent of the other.
- k. 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.
- l. Company shall not use any funds received pursuant to this Agreement for lobbying the Florida Legislature, the judicial branch, or any state agency.
- m. 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:**

**Company:**

By: \_\_\_\_\_  
 Name: Denise Swanson  
 Title: EVP, Chief Financial Officer and  
 Corporate Administration Officer

By: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Title: \_\_\_\_\_

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

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

## **ATTACHMENT A**

### **Audit Requirements**

The administration of resources awarded by Space Florida to the Company (in this Attachment the Company 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

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 A “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 \$ \_\_\_\_\_ SEEDTF CSFA \_\_\_\_\_

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

Requirements are identified in the Agreement.

## **Attachment B**

### **Statement of Work**

# **SPACE FLORIDA COMMERCIAL SPACE INDUSTRY TRENDS AND THE EVOLUTION OF FLORIDA'S SPACEPORT SYSTEM**

## **1. PROJECT OVERVIEW**

Space Florida seeks to engage a firm with extensive experience assessing and projecting commercial trends affecting the commercial use of space or related industries and analyzing options to respond competitively in this changing industry. For the purpose of this effort, commercial use of space includes the provision of goods and services of commercial value utilizing the location or environment of earth orbit or outer space. Space Florida seeks creative thinking to identify and define probable cross-sector innovation to develop portfolios of space-based assets, capabilities, and services that open a frontier of business opportunities.

### **About Florida's Spaceport System**

Florida's Spaceport System includes all physical and economic elements that enable the space industry in Florida, including spaceports, spaceport territories (as defined in Florida Statute 331.304), freight and logistics systems including connecting multi-modal transportation routes, utility systems, manufacturing capabilities, supply chain, offshore operations including launch, landing, and recovery of space assets, assembly, manufacturing, and operation of maritime space support assets, and eventually, in-space platforms and capabilities that compliment and enhance the spaceport system.

### **Free from Constraints**

The purpose of this study is to analyse industry trends and develop options for the responsive growth of Florida's Spaceport System that are free from:

- constraints regarding current ownership and authorities
- existing boundaries and development constraints
- existing funding limitations
- existing regulatory constraints

## **2. SCOPE OF WORK**

This effort is to include two primary elements:

### **1. Projecting Commercial Trends**

Analysis and forecasting of trends in the commercial space industry over the upcoming 20 years, including changes in Attitudes, Values, Markets, Technologies, and the Economic Landscape.

### **2. Assess Evolution of Florida's Spaceport System**

Based on the commercial trends identified, provide definition and assessment of options for Space Florida to consider regarding the evolution of the Florida Spaceport System to increase the capability and capacity of the system in order to capture industry growth trends. Such options may include changes to governance, operation, financing strategies, terrestrial assets, capabilities, and services that will

enable, complement, and optimize the value of the industry. This should include an analysis of options to increase attractiveness of spaceport investments to the financial community, reduction or elimination of spaceport capacity constraints (including launch, landing, processing, overhaul, and support of cargo and passenger transport to and from space), enhancements to intermodal connectivity and transportation corridors, and other changes to the regulatory, operational, or financial environment of the Florida Spaceport System.

### Stakeholders

This effort may require soliciting input from external stakeholders, which may include:

- Financial Institutions:
  - Underwriters
  - Insurers
  - Private Equity
  - Venture Capital
- Spaceport Land Owners and Operators:
  - US Space Force- Space Launch Delta 45
  - NASA Kennedy Space Center
  - Space Coast Air and Space Port
  - Cecil Spaceport
- Spaceport Users, including:
  - Launch Providers
  - Manufacturers
  - Service providers
- Supply Chain
- Governmental entities and regulators, including:
  - Federal Aviation Administration
  - Federal Communications Commission
  - Federal Trade Commission
  - Department of Commerce
- Seaports
- State Entities, including:
  - Florida Department of Transportation (FDOT)
  - Florida Division of Emergency Management (FDEM)
  - Florida Department of Environmental Protection (FDEP)
  - Local Economic Development and Planning Organizations

## 3. TASKS

1. Projecting Commercial Trends
  - a. Analysis and forecasting of trends in the commercial space industry over the upcoming 20 years, including changes in:
    - i. Attitudes
    - ii. Values
    - iii. Markets
    - iv. Technologies
    - v. Economic Landscape
  - b. Provide status presentation and minutes of all meetings

2. Assess Evolution of Florida’s Spaceport System
  - a. Provide definition and assessment of options for Space Florida to consider regarding the evolution of the Florida Spaceport System. May include engagement of select stakeholders.
  - b. Update status presentation and minutes of meetings
3. Presentation of Findings
  - a. A summary of key findings and inputs form the effort and stakeholder engagement process
  - b. Provide draft report of findings
4. Final recommendations and next steps
  - a. Final presentation including a final report including a list of recommendations and next steps

#### 4. DELIVERABLES

	Deliverable	Due
1	Projecting Commercial Trends	NTP + 90 Calendar Days
2	Assess Evolution of Florida’s Spaceport System	NTP + 180 Calendar Days
3	Presentation of Findings / Draft Report	NTP + 270 Calendar Days
4	Final Presentation / Final Report	NTP + 300 Calendar Days