



**Request for Proposals
For
Florida Space Day Event Coordinator
RFP-SF-03-0-2023**

**Issued and Published: September 22, 2023
Due Date: October 13, 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

Florida Space Day (SD) was developed to ensure that Florida remains at the forefront of the nation’s space program. This is a milestone event that presents an opportunity to educate and bring awareness to Florida legislators on the significance of the aerospace industry and its impact on Florida’s economy. The aerospace industry represents billions of dollars in annual economic impact and employs thousands of residents in the state’s 67 counties.

Florida’s space industry representatives visit Tallahassee each year to participate in Florida Space Day. Private companies, local, state and federal agencies, and academic institutions participate in this unique, annual event, meant to educate our state leaders on the challenges and opportunities Florida has during this dynamic time in the space program.

PURPOSE

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

PROJECT DESCRIPTION:

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

TENTATIVE SCHEDULE

EVENT	DATE	TIME (EDT)
Legal Notice sent to Florida Today	9/19/2023	
RFP Posted on Space Florida’s Website and DemandStar	9/22/2023	
Question Submission Deadline	9/27/2023	12:00 Noon
Question Responses Posted	No later than 9/29/2023	
Qualifications Packages Due	10/6/2023	12:00 Noon
Qualifications Packages Opened	10/6/2023	
Evaluation Committee Review of Proposals	10/6/2023	
Notice of Intent to Negotiate posted on Space Florida’s website	No later than 10/13/2023	
Award Notice posted on Space Florida’s website	TBD	

* Qualification packages received in response to this RFP are exempt from subsection 119.07(1) of the Florida Statutes and Subsection 24(a) of Article I of the Florida Constitution (the Public Records Act) until notice of an intended decision by Space Florida or until thirty days after opening the sealed qualification packages, whichever is earlier. At that time, the qualifications packages received will be made available to the public.

COMMUNICATIONS AND QUESTIONS

1. Prospective firms and representatives thereof shall not contact, communicate with, or discuss any matter relating in any way to this 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. 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 September 27, 2023, at 12:00 noon.

SUBMITTAL REQUIREMENTS

ALL QUALIFICATIONS PACKAGES MUST BE SUBMITTED ELECTRONICALLY TO AODONNELL@SPACEFLORIDA.GOV. No hard copy originals will be accepted. Qualifications packages are due via email October 13, 2023 by 12:00 noon. Packages shall be submitted as an Adobe PDF file. Financial Statements, if requested, 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 20 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>Qualifications/Past Performance</p> <p>50 points</p>	<p>(40 pts) Describe the firm’s experience and knowledge of effective event execution as a means of best influencing the legislative process towards the goals of Space Day 2024.</p> <p>(10 pts) Describe the experiences, qualifications, and locations of <i>Key Personnel</i> to achieve the above (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>(10 pts) 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>Price</p> <p>20 points</p>	<p>(20 pts) 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>Approach</p> <p>30 points</p>	<p>(10 pts) Describe Firm’s approach to the Scope of Services.</p> <p>(30 pts) Describe approach to building relationships with legislators and staff to ensure participation in Florida Space Day events and meetings.</p> <p>(10 pts) Describe Firm’s approach to engagement of outside vendors to perform needed services for each event.</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.

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.

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. FL Stat. 287.05701 Prohibition against considering social, political, or ideological interests in government contracting.—
 - (1) As used in this section, the term “awarding body” means:
 - (a) For state contracts, an agency or the department.

(b) For local government contracts, the governing body of a county, a municipality, a special district, or any other political subdivision of the state.

(2)(a) An awarding body may not request documentation of or consider a vendor's social, political, or ideological interests when determining if the vendor is a responsible vendor.

(b) An awarding body may not give preference to a vendor based on the vendor's social, political, or ideological interests.

10. By submitting a qualifications package for this solicitation, the firm agrees to these General Terms and Conditions.

The remainder of this page left intentionally blank.

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: _____, <div style="display: flex; justify-content: space-around; width: 100%;"><i>PRINT NAME</i><i>PRINT TITLE</i></div>
WHO IS AUTHORIZED TO SIGN ON BEHALF OF THE ABOVE REFERENCED COMPANY.
Authorized Signature: _____.

ATTACHMENT A
SCOPE OF SERVICES

Florida Space Day Scope of Work

Florida Space Day (SD) was developed to ensure that Florida remains at the forefront of the nation's space program. This is a milestone event that presents an opportunity to educate and bring awareness to Florida legislators on the significance of the aerospace industry and its impact on Florida's economy. The aerospace industry represents billions of dollars in annual economic impact and employs thousands of residents in the state's 67 counties.

Florida's space industry representatives visit Tallahassee each year to participate in Florida Space Day. Private companies, local, state and federal agencies, and academic institutions participate in this unique, annual event, meant to educate our state leaders on the challenges and opportunities Florida has during this dynamic time in the space program.

It is vital that the event planner selected has key knowledge of the legislative process and has relationships within the process in order to secure key meetings. These relationships are also important to ensure that key legislators and members of the Executive Office of the Governor and Lieutenant Governor's Office staff and/or the Governor and Lieutenant Governor specifically are personally invited to participate in these events.

Space Day Planner will provide the following services:

Events: Planner will be responsible for Legislative invites to meetings and events, including team led meetings, special meetings with leaders in the legislature, agency heads, etc. and group meetings, as well as contacting local media.

Evening reception: The evening before SD a reception will be conducted at venue selected by the SD Committee. Unless otherwise indicated items listed below to be paid for by Florida SD. Planner will:

- Serve as the Point of Contact (POC) for the event
- Make reservations for the venue
- Manage contracts, certificates of insurance and deposits for all vendors
- Submit Purchase Orders (PO) to SF contact for any payments that are the responsibility of Florida SD
- Invitation production and distribution
- Arrange Catering/Bartending
- Arrange rentals (decorations and linens)
- SD Member Packet Distribution- Agendas, Name Badges, Directives
- Arrange audio visual (AV)
- Set-up and Break-down (included in the fee of Planner)
- Manage Janitorial Services
- Maintain RSVP list
- Manage volunteers and sign-in

Day of SD Event: Participants will provide SD displays that will be on display in the Florida Capitol. This is an opportunity for those involved to interact with others visiting the Capitol and to provide information about Florida's Aerospace Industry (unless otherwise indicated items listed below to be paid for by Florida SD). Planner will:

- Provide POC
- Make reservations through the Florida Department of Management Services (DMS).
- Manage contracts, certificates of insurance and deposits for all vendors.
- Arrange rentals of tables, chairs, linens and any AV equipment that may be needed.
- Submit POs to Space Florida contact for any payments that are the responsibility of Florida SD.
- Invitation production and distribution
- Manage participants and vendor set-up and break-down of the Rotunda displays. This will include designing the layout for displays.
- Manage volunteers and volunteer contact information
- Schedule and manage deliveries for the Event to the Capitol
- Provide POC for Celebrity Astronaut Handler
 - i. Manage accommodations for astronaut
 - ii. Arrange area for astronaut meet and greet
- Provide POC for Space Man
 - i. Find a private location in the Capitol for the Space Man

SD Breakfast: The morning of the Event will be a breakfast that will be conducted at a venue selected by the SD Committee. This an opportunity for those participating in SD to convene and prepare for a full day of meeting with legislators and staff. Unless otherwise indicated items listed below to be paid for by Florida SD. Planner will:

- Provide POC
- Make reservations for venue
- Manage contracts, certificates of insurance and deposits for all vendors
- Submit POs to SF contact for any payments that are the responsibility of Florida SD
- Arrange and Manage Catering
- Arrange rentals (decorations and linens)
- AV (if needed)
- Set-up and Break-down (included in the fee of Planner)
- Manage Janitorial Services
- Maintain RSVP list
- Manage volunteers and sign-in

SD Panel Luncheon: The day of the Event will be a Panel luncheon that will be conducted at a venue selected by the SD Committee. This luncheon takes place at an available downtown venue. This will provide time for Q&A for legislative members and SD participants. The panel is comprised of different players in the Aerospace Industry. Unless otherwise indicated items listed below to be paid for by Florida SD. Planner will:

- Provide POC
- Make reservations for luncheon venue
- Manage contracts, certificates of insurance and deposits
- Submit POs to SF contact for any payments that are the responsibility of Florida SD
- Invitation production and distribution to legislative members
- Catering/Menu selection (this will depend on the venue)
- Arrange any needed rentals not provided by the venue (decorations, linens, AV)
- Set-up and Break-down (included in the fee of Planner)
- Manage Janitorial Services
- Maintain RSVP list
- Manage volunteers and sign-in
- Create name badges for legislative members and special guests.
- Additional bag lunches for those manning the rotunda will need to be arranged.

SD Evening Reception: The evening of SD a reception will take place on the 22nd Floor of the Florida Capitol. This reception will allow an opportunity for elected officials and members of the public to engage Florida SD Participants in discussions related to the Florida Aerospace Industry. Unless otherwise indicated items listed below to be paid for by Florida SD. Planner will:

- Provide POC
- Make reservations through Department of Management Services (DMS)
- Manage contracts, certificates of insurance and deposits
- Submit POs to SF contact (included in the fee of Planner)
- Invitation production and distribution to legislative members, staff, and other appropriate invitees specifically State Government Agency Heads
- Arrange Catering/Bartending
- Arrange rentals for tables, linens, decorations,
- Arrange AV/Staging
- Manage Janitorial Services
- Arrange Security
- Maintain RSVP list
- Manage volunteers and sign-in
- Name badges for legislative members and special guests

Space Day Committee Meetings: For three months prior to Space Day bi-weekly (or as needed) meetings will be conducted. These meetings will provide an opportunity for committee members to share and discuss ideas, updates, etc. with the group.

- Be available to attend meetings as required
- Provide event updates
- Provide an RSVP updates
- Take minutes for the meeting
- Distribute the minutes to the Committee

Deliverables:

<u>Item</u>	<u>Deliverable</u>	<u>Due Date</u>
<u>1</u>	Updated list of all the current SD committee members	<u>Starting 3 months prior to SD Event on a weekly basis</u>
<u>2</u>	Updated list of SD participants (Eventbrite)	<u>Starting 3 months prior to SD Event on a weekly basis</u>
<u>3</u>	<u>RSVP Collection for all SD Events</u>	<u>Starting 3 months prior to SD Event on a weekly basis</u>
<u>4</u>	<u>Planner solicitation list of past, present, and future Sponsors</u>	<u>Starting 3 months prior to SD Event on a weekly basis</u>
<u>5</u>	<u>Invoices and payment list from Sponsors and Participants</u>	<u>Starting 2 months prior to SD Event on a weekly basis</u>
<u>6</u>	Design, creation, and local printing of materials	<u>Week prior to SD Event</u>
<u>7</u>	Website hosting and social media engagement	<u>Starting 3 months prior to SD Event</u>
<u>8</u>	Provide Hotel Room blocks made at 2-3 hotels	<u>3 months prior to SD Event</u>
<u>9</u>	Monthly Status Report (description of work performed)	<u>With Monthly Invoice</u>

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ATTACHMENT B
FORM OF THE CONTRACT

AGREEMENT NO.: _____
BETWEEN
SPACE FLORIDA
and

This **AGREEMENT** (“Agreement”) is entered into on _____, 2022, (the “Effective Date”) by **SPACE FLORIDA** (“SF”), an independent special district, a body politic and corporate, and a subdivision of the State of Florida, whose principal place of business is 505 Odyssey Way, Suite 300, Exploration Park, FL 32953, and _____, (“Contractor”), a _____ limited liability 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 Contractor are requested by SF for _____.

WHEREAS, the Contractor 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, Contractor shall devote its best efforts and such time, attention and energy to the business of SF as is required, and shall be available, with reasonable notice by SF for meetings, travel, and telephone communications for issues relating to this Agreement. Contractor shall promptly respond to all requests

from and guidance provided by the President, or any other employee, of SF designated in this Agreement, or in writing by the SF President.

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

_____.

- c. Contractor shall provide the following deliverables:

- 1. _____
- 2. Monthly status of pre-mission progress – Due Monthly
- 3. _____

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

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

_____.

- 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		\$ -
2		\$ -
3		\$ -
4		\$ -
	Total	\$ -

- b. Billing shall start no earlier than three (3) months prior to the Space Day event on a monthly basis and shall be distributed in four (4) equal payments.

- c. Contractor shall not begin performance of services under this Agreement until this Agreement is signed by all necessary parties. Otherwise, Contractor is working at risk of not being paid.
 - d. Invoicing.
 - i. Contractor shall invoice SF when all services have been provided and in accordance with the fee schedule above, but no more than monthly. All invoices and Deliverables shall be submitted in detail in a form acceptable to SF for all services provided after the Effective Date under this Agreement. Contractor shall submit the invoices and Deliverables electronically, confirmed returned receipt, to SF Accounting at accounting@spaceflorida.gov with a cc: the SF Project Manager.
 - ii. All invoices submitted by Contractor and approved by SF shall be paid by SF on a net thirty-day schedule. In determining the amount of payment, SF will exclude all costs incurred by Contractor (i) prior to the Effective Date of this Agreement, (ii) after the Expiration Date or termination date of this Agreement, or (iii) costs which are outside of the Scope of Services.
 - e. Any funds paid in excess of the amount to which Contractor is entitled under the terms of this Agreement must be refunded to SF. The balance of unobligated funds, if any, which has been advanced or paid by SF to Contractor under this Agreement must be refunded to SF.
 - f. If Contractor fails to perform the minimum level of service required by this Agreement, SF may exercise any remedies at law or in equity, including, without limitation, the right to (i) impose penalties and sanctions, (ii) withhold and/or reduce payment, and (iii) terminate this Agreement in accordance with the terms hereof.
 - g. The acceptance by Contractor, its successors, or assigns, of the final payment due upon the termination or expiration of this Agreement, shall constitute a full and complete release of SF from any and all claims, demands, or causes of action whatsoever that Contractor, its successors or assigns may have against SF under this Agreement.
4. Availability of Funds. All payments to be made by SF under this Agreement are subject to the availability of appropriated funds by the Legislature of the State of Florida. SF shall immediately notify Contractor should funds become unavailable.
5. Termination.
- a. SF may terminate this Agreement upon ten days written notice to Contractor.
 - b. In the event of termination of this Agreement by SF, SF shall be obligated to pay all approved invoices submitted by Contractor for work performed by Contractor and approved by SF through the date of Agreement termination.

- c. As requested by SF, Contractor agrees to deliver to SF at the termination of this Agreement, or at any other time SF may request, all lists, databases, names, records and other documentation and data, either written or electronic, belonging to SF which Contractor may possess or have under its control.

6. Public Records.

- a. SF, subject to the provisions of Section 288.075 and Chapter 119 of the Florida Statutes, and applicable federal law, must permit public access to all non-confidential, non-proprietary or non-International Traffic in Arms Regulation (ITAR) controlled documents or other materials prepared, developed or received by it in connection with the performance of the obligations under this Agreement.
- b. This Agreement may be unilaterally cancelled for refusal by either party to allow public access to all documents, papers, letters, or other such materials subject to the provisions of Chapter 119 of the Florida Statutes and made or received in conjunction with this Agreement, other than those specified as confidential or exempt information.
- c. To the extent 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.**

7. Intellectual Property.

- a. Contractor hereby transfers, grants, conveys, assigns, and relinquishes exclusively to SF, all of Contractor's right, title, and interest of every kind throughout the world in and to all intellectual property developed for or by Contractor 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. Contractor 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 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) to the extent caused by (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; (iv) injury or death of any third parties (including SF employees and agents and those of the 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; or (v) the negligence, recklessness, or intentional wrongful misconduct of Company and persons employed or utilized by Company in the performance of this Agreement.

- 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 direct, 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 solely responsible for any injury or property damage resulting from any activities conducted by, or on behalf of, the Company.

10. Independent Contractor. Contractor is and shall remain an independent contractor and not an employee of SF. This Agreement shall not be construed as a teaming, joint venture or other such arrangement. Nothing in this Agreement shall grant to either party the right to make commitments of any kind for or on behalf of the other party without the prior written consent of the other party.

11. 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 Contractor. SF's project manager is _____,
[@spaceflorida.gov](mailto: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

_____@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. Contractor shall procure and maintain, at its expense, the following insurance:
 - i. Business Automobile Liability Insurance: a combined single limit for bodily injury and property damage per accident of \$1,000,000 covering “any auto”; and mandatory limits for personal injury protection and uninsured motorist coverage;
 - ii. Commercial General Liability Insurance: a combined single limit for personal injury and property accident of \$1,000,000 per occurrence, \$2,000,000 combined single limit;
 - iii. Worker’s Compensation: statutory benefits, as required by law; and
 - iv. Employer’s Liability Insurance: limits of \$100,000 bodily injury by accident, \$100,000 each employee bodily injury by disease, and a \$500,000 policy aggregate limit for bodily injury by disease.
- b. Both the business automobile and the commercial general liability insurance policies may be provided under a single policy or in combination with umbrella liability or other excess policies. All such policies of insurance shall be on an “occurrence basis”. Contractor may use blanket policies to satisfy these insurance requirements.
- c. Contractor 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 Contractor’s negligent acts, errors or omissions relating to the services performed under this Agreement.
- d. Within thirty (30) days following the Effective Date, Contractor shall provide SF with Certificates of Insurance evidencing compliance with the coverage requirements in this section. Such certificates shall provide that the insurance policies will not be materially changed or canceled until at least thirty days’ prior written notice has been given to the other party. Thereafter Contractor shall provide, annually, certificates evidencing that such insurance remains in effect to the extent required under this Agreement.

15. Representations.

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

16. Materials and Data.

- a. All data, reports, job files, logs, computer printouts, CD-ROM files, Contractor's submittals, summaries, memoranda and any and all other written work, documents, instruments, information, and materials (collectively "written work") prepared or accumulated by Contractor especially for the services rendered under this Agreement shall be the sole property of SF. SF may reuse the written work at no additional cost, and SF shall be vested with all rights of whatever kind and however created that may be in existence, provided, however, that Contractor shall in no way be liable or legally responsible to anyone for SF's use of any written work on another project.
- b. As requested by SF, Contractor agrees to deliver to SF at the end of the term of this Agreement, or at any other time SF may request, all lists, memoranda, notes, plans, records, hardware, software, and other documentation and data belonging to SF, which Contractor may possess or have under his or her control and which may have been produced prior to and including the date of termination. Contractor shall also require that all subcontractors or employees agree in writing to be bound by the provisions of this section.

17. Auditing Records.

- a. Company shall permit, and shall require its contractors and subcontractors to permit, SF and/FDOT authorized representatives to inspect all work, workmanship, materials, payrolls, and records and to audit the books, records, and accounts pertaining to the financing and development of the Project.
- 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.

- a. Neither party shall be liable to the other for any delay or failure to perform under this Agreement if such delay or failure is neither the fault nor the negligence of the party or its employees or agents and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond the party's control, or for any of the foregoing that affects subcontractors or suppliers if no alternate source of supply is available. However, in the event of delay from the foregoing causes, the party shall take all reasonable measures to mitigate any and all resulting delay or disruption in the party's performance obligation under this Agreement.
- b. If the delay is excusable under this Section, the delay will not result in any additional charge or cost under the Agreement to either party. In the case of any delay the Company believes is excusable under this Section, the Company shall notify SF in writing of the delay or potential delay and describe the cause of the delay either: (1) within 20 calendar days after the cause that creates or will create the delay first arose, if the Company could reasonably foresee that a delay could occur as a result; or (2) within 5 calendar days after the date the Company first had reason to believe that a delay could result, if the delay is not reasonably foreseeable. THE FOREGOING SHALL CONSTITUTE THE COMPANY'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY. Providing notice in strict accordance with this Section is a condition precedent to such remedy. SF, in its sole discretion, will determine if the delay is excusable under this Section and will notify the Company of its decision in writing.
- c. No claim for damages shall be asserted against SF. The Company shall not be entitled to an increase in the Agreement price or payment of any kind from SF for direct, indirect, consequential, impact, or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency arising because of delay, disruption, interference, or hindrance from any cause whatsoever.
- d. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this Section, after the causes have ceased to exist, the Company shall perform at no increased cost, unless SF determines, in its sole discretion, that the delay will significantly impair the value of the Agreement to SF or the State, in which case, SF may do any or all of the following: (1) accept allocated performance or deliveries from the Company, provided that the Company grants preferential treatment to SF with respect to products or services subjected to allocation; (2) purchase from other sources (without recourse to and by the Company for the related costs and expenses) to replace all or part of the products or services that are the subject of the delay, which purchases

may be deducted from the Agreement quantity; or (3) terminate the Agreement in whole or in part.

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 Contractor'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 Contractor 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) Contractor'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. If the Company enters into a contract with a subcontractor for work to be performed under this Agreement, the subcontractor must provide the Company with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The Company shall maintain a copy of such affidavit for the duration of this Agreement.
 - c. In the event SF has a good faith belief that the Company has knowingly violated Subsection 448.09(1), Fla. Stat., SF will terminate this Agreement.
 - d. In the event SF has a good faith belief that an entity with which the Company is contracting has knowingly violated Subsection 448.09(1), Fla. Stat. but the Company has otherwise complied, SF shall notify the Company and order the Company to immediately terminate the contract with the subcontractor.

- e. The Company is liable for costs incurred by SF as a result of the termination of this Agreement or Company's termination of an agreement with a subcontractor under the requirements of this Section.

25. Miscellaneous.

- a. Contractor shall not discriminate against any employee employed in the performance of this Agreement, or against any applicant for employment because of age, race, sex, creed, color, disability, national origin, or marital status.
- b. Contractor shall comply with all applicable Federal, State and local laws, rules and regulations.
- c. Contractor shall provide a harassment-free workplace, with any allegation of harassment given priority attention and action by management.
- d. Contractor shall provide a drug-free workplace with any allegation of substance abuse given priority attention and action by management.
- e. Contractor affirms that it is aware of the provisions of Subsection 287.133(2)(a) of the Florida Statutes, and that at no time has Contractor been convicted of a Public Entity Crime. Contractor agrees that it shall not violate such law and further acknowledges and agrees that any conviction during the term of this Agreement may result in termination of this Agreement by SF.
- f. Contractor affirms that it is aware of the provisions of Subsection 287.134(2)(a) of Florida Statutes, and that at no time has Contractor been placed on the Discriminatory Vendor List. Contractor 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 Contractor 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. Contractor agrees to comply with subsection 20.055(5) of the Florida Statutes.
- i. To the extent Contractor is performing economic development services or similar business assistance services on behalf of SF, Contractor shall coordinate with other components of state and local economic development systems and shall avoid duplication of existing state and local services and activities under this Agreement.
- 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. Contractor 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: Chief Financial Officer and Vice
 President of Administration

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 or FDOT 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

- 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

- C. Space Florida at the following address:

Space Florida
Contracts Department
505 Odyssey Way, Suite 300
Exploration Park, FL 32953

D. Florida Department of Transportation (if funded through FDOT)

Florida Department of Transportation
Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, Florida 32399-0405
FDOTSingleaudit@dot.state.fl.us

4. Any reports, management letter, or other information required to be submitted to DEO, FDOT, 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, FDOT, 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, FDOT, 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, FDOT, 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 or FDOT.

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.