



**Request for Proposals
For
Executive Recruitment Services
RFP-SF-02-0-2024**

Issued and Published: May 6, 2024

Due Date: June 6, 2024

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.

Space Florida is issuing this Request for Proposal (the “RFP”) to select the most highly qualified Executive Recruitment Company to provide professional talent recruitment services on a non-exclusive basis. 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 an established recruiting firm that is long standing with specific experience within the Aerospace and Commercial Space Industries. Respondents are required to have aerospace industry knowledge and understanding with demonstrated placement results of Senior (e.g., SVP, VP) and Middle (e.g., Director, Senior Manager, Manager) Management roles within professional organizations in the aerospace industry or related segments. For a complete description of services required please see Attachment A Statement of Work.

PURPOSE

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

MINIMUM QUALIFICATIONS

- Demonstrated success for talent recruitment of senior and middle management roles in aerospace or related industries.
- Established firm with 15+ years’ experience, national or global reach, and nationally peer recognized expertise in executive recruiting.

SCOPE OF SERVICES:

The firm shall provide all services necessary or customary in executive recruiting, including identification, screening, and vetting of candidates, with the result of placing highly qualified candidates into key roles as defined and assigned by Space Florida. For a complete description of services required please see Attachment A Statement of Work.

Space Florida reserves the right to select one firm, multiple firms, or to choose not to engage any firm in the fulfillment of the services described herein. No exclusivity is implied or offered to a firm selected under this procurement.

Successful selection under this solicitation will result in a non-exclusive contract for three (3) years, with the possibility of two (2) one-year renewal options. The options for renewal shall be contingent upon the performance of the services being solicited.

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SCHEDULE

EVENT	DATE	TIME (EDT)
Legal Notice sent to Florida Today	5/2/2024	
RFP Posted on Space Florida’s Website and DemandStar	5/6/2024	
Question Submission Deadline	5/17/2024	12:00 Noon
Question Responses Posted	No later than 5/29/2024	
Proposal Packages Due	6/7/2024	12:00 PM
Proposal Packages Opened* and Evaluated – Contract Department	6/10/2024 - 6/11/2024	
Proposal Packages Evaluated- Individual Selection Committee Members	6/12/2024- 6/14/2024	
Qualified short-listed firms notified	6/17/2024	
Notice of Evaluation Committee meeting for presentations by short-listed firms published in Fla. Admin. Register and on Space Florida’s website	6/17/2024	
Presentations / Interviews (Public Forum)	07/2/2024	9:00 AM
Notice of Intent to Award posted on Space Florida’s website	TBD – anticipated 7/3/2024	

* Proposal 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 (30) days after pening the proposal packages, whichever is earlier. At that time, the proposal 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. All questions shall be required to be submitted via email to Space Florida Contracts only, Annette O’Donnell, at aodonnell@spaceflorida.gov. Questions submitted to any other person other than that identified above may not be answered. No answers given in response to questions submitted shall be binding upon this solicitation process unless released in writing on Space Florida’s website. **The deadline for the Space Florida Director of Contracts to receive questions is on or before May 17, 2024, at 12:00 Noon.**

SUBMITTAL REQUIREMENTS

ALL PROPOSAL PACKAGES MUST BE SUBMITTED ELECTRONICALLY TO AODONNELL@SPACEFLORIDA.GOV. No hard copy originals will be accepted. Proposals packages are due via email June 7, 2024, by 12:00 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 proposal 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 proposal package. All questions/answers and addenda are issued through Space Florida’s website and posting on DemandStar.

ECONOMY OF PRESENTATION

Proposal 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. To expedite the evaluation of Proposals packages, it is mandatory that firms follow the format and instructions contained herein. Space Florida bears no liability or responsibility for any costs incurred by firms in responding to this RFP including, without limitation, costs for presentations and/or demonstrations, if requested. Proposal 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 proposal package in accordance with the instructions outlined in this section. If the firm’s proposal package deviates from these instructions, such proposal 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 minimal cross-referencing to other sections of the proposal package. Information required for evaluation of proposal, which is not found in its designated section, will be assumed to have been omitted from the proposal 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 25 pages, including text, photos, charts, resumes, glossaries, and appendices. Financial Statements are the **only** exclusion 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 proposal packages. The Florida Statutes and the State Constitution govern whether information in a proposal package is confidential or exempt from the Public Records Act. **If information is submitted in the proposal 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 proposal package in a separate, clearly marked email referencing the specific statutory citation for such exemption.** Submitted proposal packages which are marked “confidential” (or other similar language) in their entirety or those in which a significant portion of the submitted proposal 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 proposal 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 proposal package or marks its proposal 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.

PROPOSAL 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. 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, there specific location.

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.

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<p>Organization Qualifications 20 points</p>	<p>(10 pts) Describe Firm’s knowledge and experience providing recruitment services in the aerospace or related industries. Provide number of years in business and number of years providing recruitment services in aerospace or related industries. Provide a brief description of the Respondents organization and qualifications within the Aerospace and Commercial Space Industries. Include, if appropriate, whether or not the firm is a small or minority owned.</p> <p>(10 pts) Describe Firm’s successful fulfillment of positions similar to Senior and Middle Management roles in the aerospace or related industries within the past five (5) years. Submit a list of roles filled. Include client name, brief description of roles, timeline to fulfill, and current longevity of the candidate placed in that role. Provide business name, address, contract person, and telephone numbers of a minimum of three previous clients within the last five (5) years.</p>
<p>Key Personnel Qualifications 30 points</p>	<p>(30 pts) Describe the experiences, qualifications, and locations of <i>Key Personnel</i> that will be assigned to the effort. Provide resumes of the proposed engagement leader and other key members of the engagement team that will be assigned.</p>
<p>Approach 30 points</p>	<p>(30 pts) Describe Firm’s approach to the Scope of Services, including a brief description of the Firm’s understanding of work to be performed, including recruitment procedures, tools, and other pertinent information.</p>
<p>Budget and Timeline 20 points</p>	<p>(10 pts) Firms shall propose a fair and reasonable payment structure that aligns with the standard industry practices for the services required and replacement guarantee.</p> <p>(10 pts) Provide timeline for implementation and fulfillment 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 proposal packages timely received and shall score the proposal packages in accordance with the criteria listed above to establish a short-list of the top ranked firms. Each individual scorer will total their scores (0-100) for each firm and provide a short-list ranking of the firms in the order of 1st, 2nd, 3rd, and so on based on the cumulative total of the scores. The selection committee will select at least the top 3 short-listed ranked firms for further discussions and optional interviews or oral presentations.
2. In addition to the materials provided in the written responses to this RFP, Space Florida may request additional material, information, references, interviews or presentations from the firm(s) submitting proposal packages. Space Florida may decide to conduct

interviews or conduct formal presentations with selected firms, should it be required or warranted in Space Florida’s sole discretion. Space Florida shall evaluate current statements of qualifications and performance data on file with Space Florida (if any), and shall conduct discussions with, and may require presentations by, no fewer than three (3) firms regarding their qualifications, approach to providing the services, and ability to furnish the required services. Discussions may be held between the selection committee and the firms selected for interview based upon data submitted by each firm. Firms will be notified in writing as to whether or not they have been selected and if an interview or oral presentation is required.

3. Space Florida, at its sole discretion, may ask any firm to make an oral presentation and/or presentation without charge to Space Florida. Space Florida reserves the right to require any firm to demonstrate to the satisfaction of Space Florida that the firm has the fiscal and technical ability to furnish the service(s) or product(s) as proposed. The demonstration must satisfy Space Florida, and Space Florida shall be the sole judge of compliance.
4. Space Florida reserves the right to conduct discussions with any firm who has a realistic possibility of Contract award.
5. Firms are cautioned not to assume that they will be asked to make a presentation and should include all pertinent and required information in their original proposal package.
6. Following the interviews or presentations, if conducted, 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.
7. 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.
8. 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>Qualifications/Past Performance</p> <p>30 points</p>	<p>(10 pts) 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>(10 pts) Describe Firm’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>(10 pts) Provide examples where the Firm has provided actionable results to a client that have been used to help Firm’s client achieve market advantage(s). Describe any challenges and quantify how the Firm added value. Describe any “lessons learned.”</p>
<p>Key Personnel</p> <p>30 points</p>	<p>(10 pts) Describe the experience, qualifications, and location of the Firm’s <i>Client Lead</i> assigned to the effort.</p> <p>(10 pts) Describe the experiences, qualifications, and locations of the Firm’s <i>other Key Personnel and Staff</i> assigned to the effort.</p> <p>(10 pts) Describe the current and projected workload and availability for Client Lead, and other Key Personnel and Staff assigned to the effort. (Submit a brief description of current projects and clients, percent commitment, and availability for each).</p>
<p>Approach</p> <p>40 Points</p>	<p>(40 pts) Describe Consultant’s approach to identifying, qualifying, and placing highly qualified candidates as described in the scope of services. Include description or demonstration of relevant screening tools, processes, and procedures to be utilized under this effort.</p>

Each individual scorer will total their scores (0-100) for each firm and provide a ranking of the firms in the order of 1st, 2nd, 3rd, and so on based on the cumulative total of the scores.

In the event of a tie in the rankings of the firms following the Interviews/Oral Presentations, the firms will be ranked by the highest total combined score in the Approach (40 points) to determine the highest ranking.

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 proposal packages and accompanying documentation will become the property of Space Florida and will not be returned. Space Florida has the right to use any or all ideas presented in any reply to this RFP. Firms will be notified in writing as to whether or not they have been selected for this contract.

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. 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.
6. Disputes: Space Florida is not an agency for purposes of section 120.57(3), Florida Statutes, and therefore the Florida Division of Administrative Hearings is without jurisdiction to hear bid protests brought pursuant to that section. The sole remedy that disappointed vendors in this solicitation shall have, is as follows. Any vendor who is adversely affected by the terms, conditions, and specifications contained in this RFP shall file a formal written protest within 7 business days after the date that the RFP is posted on Space Florida’s website. Any vendor who is adversely affected by the Award Notice shall file a formal written protest within 3 business days after the date that the Award Notice is posted on Space Florida’s website. There shall be no other points of entry for a protest. It shall be the vendors’ sole responsibility to check Space Florida’s website for such postings. All formal written protests shall be filed with the Space Florida Contracts by email to Annette O’Donnell at aodonnell@spaceflorida.gov. Any protest shall be accompanied by a non-refundable filing fee of \$5,000.00 to compensate Space Florida for its handling of the protest. Space Florida shall issue a written decision on the protest that shall be final. No vendor shall initiate any other legal proceedings without first receiving Space Florida’s written decision on the protest.
7. Trade Secrets and Information Confidential and Exempt from the Public Records Act: Trade secrets and information confidential and exempt from Subsection 119.07(1) of the Florida Statutes and Subsection 24(a) of Article I of the Florida Constitution, is not solicited nor desired, as information to be submitted with proposals. The Florida Statutes and the State Constitution govern whether information in a proposal is confidential or exempt from the Public Records Act. **If information is submitted in the proposal which the vendor deems to be a trade secret or confidential and exempt from the Public Records Act, the information shall be submitted with the proposal in a separate, clearly marked email referencing the specific statutory citation for such exemption.**

Submitted proposals which are marked “confidential” (or other similar language) in its entirety or those in which a significant portion of the submitted proposal is marked “confidential” may be deemed non-responsive by SF. SF is not obligated to agree with the vendor’s claim of an exemption and, by submitting a reply or other submission, the vendor 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 vendor agrees that it shall protect, defend, and indemnify, including attorney’s fees and costs, SF for any and all claims and litigation (including litigation initiated by SF) arising from or relating to vendor’s claim that the separately marked portions of its reply are not subject to disclosure. If the vendor fails to separately mark portions of its proposal or mark its proposal “confidential” (or other similar language) in its entirety, SF is authorized to produce the entire document, data or record submitted by the vendor in responding to a public records request.

8. Compliance with Laws: Vendor shall comply with all laws, rules, codes, ordinances, licensing and bonding requirements that are applicable to this RFP and the conduct of vendor’s business, including those of Federal, State, and local agencies having jurisdiction and authority. By way of non-exhaustive example, the vendor shall comply with the Florida Sunshine Law and Public Records Act, Immigration and Nationality Act, the Americans with Disabilities Act, and all prohibitions against discrimination on the basis of race, religion, sex, creed, national origin, handicap, marital status, or veteran’s status. The selected vendor understands and will comply with subsection 20.055(5) of the Florida Statutes.
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. Convicted Vendors: Vendor affirms that it is aware of the provisions of Section 287.133(2)(a) of the Florida Statutes and that at no time has vendor been convicted of a public entity crime.
11. Discriminatory Vendors: Vendor affirms that it is aware of the provisions of Section 287.134(2)(a) of the Florida Statutes, and that at no time has vendor been placed on the discriminatory vendor list.

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

The vendor is not currently under suspension or debarment by the State or any other governmental authority.

The vendor, its affiliates, subsidiaries, directors, officers, and employees are not currently under investigation by any governmental authority and have not in the last ten years been convicted or found liable for any act prohibited by law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract.

The vendor has no delinquent obligations to the State, including a claim by the State for liquidated damages under any other contract.

The proposal is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any vendor or person to submit a complementary or other noncompetitive proposal.

The prices and amounts in the proposal have been arrived at independently and without consultation, communication, or agreement with any other Vendor or potential Vendor; neither the prices nor amounts, actual or approximate, have been disclosed to any Vendor or potential Vendor, and they will not be disclosed before the opening of the proposals.

Neither the vendor nor any person associated with it in the capacity of owner, partner, director, officer, principal, investigator, project director, manager, auditor, or position involving the administration of federal funds:

Has within the preceding three years been convicted of or had a civil judgment rendered against them or is presently indicted for or otherwise criminally or civilly charged for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, State, or local government transaction or public contract; violation of Federal or State antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; or

Has within the preceding three years of this certification had one or more Federal, State, or local government contracts terminated for cause or default.

13. Vendor’s Cost to Develop Proposal: Costs for developing proposals responsive to this RFP are entirely the obligations of the vendor and shall not be chargeable in any manner to SF.

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

NON-COLLUSION CLAUSE

The firm certifies that this proposal 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: _____, <i>PRINT NAME</i> <i>PRINT TITLE</i>
WHO IS AUTHORIZED TO SIGN ON BEHALF OF THE ABOVE REFERENCED COMPANY.
Authorized Signature: _____.

ATTACHMENT A

**STATEMENT OF WORK
SPACE FLORIDA
EXECUTIVE RECRUITMENT SERVICES**

STATEMENT OF WORK
SPACE FLORIDA
EXECUTIVE RECRUITMENT SERVICES

1. PROJECT OVERVIEW

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. Space Florida is seeking an Executive Recruitment Company (Company) that can recruit the most qualified, innovative, and experienced Sr. Management and Middle Management level applicants for their consideration.

2. SCOPE OF WORK

The Company will provide timely, high quality Sr. Management and Middle Management recruitment for the Sr. Management and Middle Management positions of Space Florida. The Company will be familiar with and understand Florida's Sunshine Law and Public Records laws. It is essential that the Company executes a very thorough screening process ensuring all candidates presented are well qualified and actively interested in the Sr. Management and Middle Management positions.

The Company will be notified by Space Florida of the need to conduct a search for open Sr. Management and Middle Management positions. Space Florida will provide the position description(s), minimal qualifications, and salary range(s) for open positions. Currently there is not a defined list of positions and the total number of positions to be filled during the term of the contract is not known.

The Company may be requested to meet with Space Florida prior to initiating any search in order to understand specific needs of Space Florida along with gaining insight into the business culture to assist in selecting an appropriate candidate.

The Company is responsible for all the Company's out of pocket expenses. Space Florida may elect to pay or reimburse travel expenses for candidates during the interview process. Reimbursement for candidate's travel expenses by Space Florida will be in addition to Space Florida's payment to the Company. All travel must be in accordance with the then current travel policies of Space Florida. This will be agreed upon by Space Florida and the Company at the time of engagement. The use of virtual environments for interviews and regular communication between the Company and Space Florida is strongly encouraged.

The Company shall only submit qualified candidate(s) with the background and necessary experience to carry out the duties and responsibilities set forth in the job descriptions provided by Space Florida.

Space Florida, in its sole discretion, may post open positions and fill these positions without using the services of the Company.

3. TASKS

1. Have a complete understanding of Space Florida and their current needs.
2. Have a comprehensive understanding of the duties and responsibilities of the Space Florida required Sr. Management and Middle Management positions.
3. Conduct a broad and active search for qualified candidates to include advertising.
4. For positions which are required to be posted by Florida State Law and State Human Resources Regulations, the positions will be posted in accordance with the applicable state agency job posting procedures and individuals will be permitted to apply as they would for all other positions. The Company may assist with the drafting of the required job posting.
5. Review applications and resumes. Complete thorough background checks on top candidates (up to 15)
6. The Company will present a minimum of three viable candidates for each position. Viable candidates are those who meet at least all the minimum requirements for the position as defined by Space Florida and whom Space Florida deems as acceptable candidates. Space Florida will make the final determination whether to interview the Company's candidates.
7. The Company shall, upon request, interact with Space Florida, including providing reports which outline candidates identified for the position and how they were identified (i.e., via direct contact by the search firm, through nomination, or by self-application.) The Company will work with Space Florida to develop a timeline or schedule for when this interaction shall occur.
8. The Company shall, upon request, finalize and assist Space Florida in the process of interviews, including but not limited to
 - a. Arranging time and place for interviews (perhaps virtual depending on preference of interviewee and making all travel arrangements for interviews).
 - b. Coordinating candidate's participation in interviews.
 - c. Advising Space Florida on best practices for interview and selection.
 - d. Providing guidance on compensation and components of an offer based on market and industry research, if requested
9. Coordinate the scheduling of interviews with candidates and Space Florida. After all interviews have been conducted, Space Florida will select first choice and ranking of number two candidate.
10. Space Florida will be responsible for negotiating a contract with first choice candidate.

The Company shall engage with Space Florida and the selected candidate during the onboarding process to assure successful transition. If Space Florida determines within the first 12 months of employment that the hired candidate is unsuitable or if the candidate resigns from the position for any reason during within the first 12 months, the Company agrees to repeat the steps with new candidates at no additional cost to Space Florida.

Space Florida shall retain the right to conduct any research or background checks in addition to the Company's findings for any potential candidate. Company must maintain a diversity recruiting initiative to address minority and female hiring needs and practices to ensure they present a diverse pool of candidates that reflects Space Florida's needs.

4. DELIVERABLES

	Deliverable	Due
	Qualified resumes for each required position	As necessary
	Reports which outline candidates identified for the position and how they were identified	As necessary
	Status Report	Submitted with invoice

ATTACHMENT B
FORM OF THE CONTRACT

AGREEMENT NO.: _____
BETWEEN
SPACE FLORIDA
and

This **AGREEMENT** (“Agreement”) is entered into on _____, 2024, (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, the services of Company are requested by SF for Executive Recruitment Services for the recruit of the most qualified, innovative, and experienced Sr. Management and Middle Management level applicants for SF consideration.

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:

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.

- 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 fee to be paid by SF to Company for the services to be provided under this Agreement shall be **TBD**, including all out of pocket and travel costs. If SF authorizes a substantial or material change to the Scope of Services, the 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 fee.

- 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 once 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. Company 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 Company 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 Company (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.

- d. Any funds paid in excess of the amount to which Company 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 Company under this Agreement must be refunded to SF.
 - e. If Company 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.
 - f. The acceptance by Company, 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 Company, 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 Company should funds become unavailable.
5. Termination.
- a. SF may terminate this Agreement upon ten days written notice to Company.
 - b. In the event of termination of this Agreement by SF, SF shall be obligated to pay all approved invoices submitted by Company for work performed by Company and approved by SF through the date of Agreement termination.
 - c. As requested by SF, Company 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 Company 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. 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 indemnify and hold harmless Space Florida, 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 Space Florida 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. At Space Florida's election and upon notification to Company, Company shall assume the defense or settlement of any third-party claim arising under this Agreement with counsel satisfactory to Space Florida; provided, however that Company shall not settle any such claim in an amount over \$10,000.00 without Space Florida's prior written consent. Notwithstanding the foregoing, (a) Space Florida shall have the right at Space Florida's option and expense, to participate fully in the defense or settlement of any third-party claim; and (b) if Company does not continuously defend or settle any third-party claim within 30 days after it is notified of the assertion or commencement thereof, then (i) Space Florida shall have the right, but not the obligation, to undertake the defense or settlement of such claim for the account and at the risk of the Company, and (ii) Company shall be bound by any

defense or settlement that Space Florida may make as to such claim. Space Florida shall also be entitled to join Company in any third-party claim for the purpose of enforcing any right of indemnity hereunder.

- c. In no event shall Space Florida 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. Space Florida 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 and associated costs and expenses resulting from any activities conducted by, or on behalf of, the Company.

10. Sovereign Immunity. Space Florida's limits of liability are set forth in Section 768.28 of the Florida Statutes, and nothing herein shall be construed to extend the liabilities of Space Florida beyond that provided in Section 768.28 of the Florida Statutes. Nothing herein is intended as a waiver of Space Florida's sovereign immunity under Section 768.28 of the Florida Statutes. Nothing hereby shall inure to the benefit of any third party for any purpose, including but not limited to anything which might allow claims otherwise barred by sovereign immunity or operation of law. Furthermore, all of Space Florida's obligations under this Agreement are limited to the payment of no more than the per person amount limitation and the aggregate contained in Section 768.28 of the Florida Statutes, even if the sovereign immunity limitations of that statute are not otherwise applicable to the matters as set forth herein.
11. Independent Company. Company is and shall remain an independent Company 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.
12. 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.
13. 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.
14. 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.
15. 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 15.c. until such delivery pursuant to methods (1)-(3) above shall be deemed to have been received pursuant to Subsection 15.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 15.

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 15.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.

16. 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. The Company shall add, at no cost to Space Florida, Space Florida as an additional named insured to the Company’s business automobile and the commercial general liability insurance policies to protect Space Florida, its contractors and subcontractors, and their respective employees from claims related to death, injury, or property (real or personal) damage resulting from the performance of this Agreement.
- d. 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.
- e. On or before 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.

- f. All insurance and all renewals shall be issued by companies with a rating of at least "A-" "VIII" (or its equivalent successor) or better in the current edition of Best's Insurance Reports (or its equivalent successor, or, if there is no equivalent successor rating, otherwise acceptable to Space Florida) and be licensed to do and doing business in Florida.
- g. No approval by Space Florida of any insurer, or the terms or conditions of any policy, or any coverage or amount of insurance, or any deductible amount shall be construed as a representation by Space Florida of the solvency of the insurer or the sufficiency of any policy or any coverage or amount of insurance or deductible.
- h. All proceeds of insurance required for the protection of Space Florida and obtained by or under the control of the Company shall first be applied to satisfy the Company's obligations to Space Florida under this Agreement.

17. 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.

18. 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.

19. Auditing Records.

- a. Company shall retain and maintain all records related to the Scope of Services provided under this Agreement, and shall and 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.

20. 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 Space Florida 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. Space Florida, 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 Space Florida. The Company shall not be entitled to an increase in the Agreement price or payment of any kind from Space Florida 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.
 - a. 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 Space Florida determines, in its sole discretion, that the delay will significantly impair the value of the Agreement to Space Florida or the State, in which case, Space Florida 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 Space Florida 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.
21. 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.
22. 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.
23. 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.
24. 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.
25. Unauthorized Aliens and Employment Eligibility Verification.

- a. 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.
- 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 Space Florida has a good faith belief that the Company has knowingly violated Subsection 448.09(1), Fla. Stat., Space Florida will terminate this Agreement.
- d. In the event Space Florida 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, Space Florida 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 Space Florida 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.

26. Scrutinized Companies List.

- a. By executing this Agreement, Company certifies that it is not: (1) listed on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725 of the Florida Statutes, (2) engaged in a boycott of Israel, (3) listed on 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 of the Florida Statutes, or (4) engaged in business operations in Cuba or Syria. Pursuant to Section 287.135(5) of the Florida Statutes, Space Florida may immediately terminate this Agreement for cause if Company is found to have submitted a false certification as to the above or if Company is placed on the Scrutinized Companies that Boycott Israel List, is engaged in a boycott of Israel, has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria, during the term of the Agreement. If Space Florida determines that Company has submitted a false certification, Space Florida will provide written notice to Company. Unless Company demonstrates in writing, within 90 calendar days of receipt of the notice, that Space Florida's determination of false certification was made in error, Space Florida shall bring a civil action against Company. If Space Florida's determination is upheld, a civil penalty equal to the greater of \$2 million or twice the amount of this Agreement shall be imposed on Company, and Company will be ineligible to bid on any Agreement with a Florida agency or local governmental entity for three years after the date of Space Florida's determination of false certification by Company.
- b. If federal law ceases to authorize the states to adopt and enforce the contracting prohibition in this Section 26, this Section 26 shall be null and void without further action of the parties.

27. Interests of Foreign Countries. In the event the services to be performed under the Agreement grant the Company access to an individual's personal identifying information, the Company shall provide Space Florida with an affidavit signed by an officer or representative under penalty of perjury attesting that (a) the Company is not owned by the government of a foreign country of concern; (b) the government of a foreign country of concern does not have a controlling interest in the Company; and (c) the Company is not organized under the laws of, or has its principal place of business in a foreign country of concern. For purposes of this Section "foreign country of concern" means the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolás Maduro, or the Syrian Arab Republic, including any agency of or any other entity of significant control of such foreign country of concern.

28. 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 Space Florida.
- 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.
- g. Company agrees to comply with Subsection 20.055(5) of the Florida Statutes.
- h. To the extent Company is performing economic development services or similar business assistance services on behalf of Space Florida, 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.
- i. This Agreement may not be assigned by either party without the prior written consent of the other.
- j. Company shall not use any funds received pursuant to this Agreement for lobbying the Florida Legislature, the judicial branch, or any state agency.
- k. 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, Florida Department of Transportation (FDOT), or Florida Department of Management Services (DMS) 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), FDOT or DMS 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 FDOT or DMS staff or contracted consultants. By entering into this Agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by FDOT or DMS. 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 DMS 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. DMS at the following address:

Electronic copies: Audit@DMS.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 DMS, 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 DMS, 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.
6. As a condition of receiving state financial assistance, Recipients and subrecipients, shall permit the DMS, FDOT or Space Florida, or its designee, DFS or the Auditor General access to their records including financial statements, the independent auditor's working papers and project records as necessary. Records related to unresolved audit findings, appeals or litigation shall be retained until the action is complete or the dispute is resolved.

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, DMS, 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, DMS, 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 DMS or FDOT.

Exhibit 1 to Attachment A “Audit Requirements”

Federal and State Resources Awarded Through DMS or FDOT

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