



**REQUEST FOR QUALIFICATIONS
For
IHMC Research Center
For
Design Criteria Professional**

RFQ-SF-04-0-2020

Issued and Published: October 23, 2020

Due Date: November 20, 2020

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.

Among other powers, Space Florida has the power 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 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 systems, including educational, cultural, and parking facilities and aerospace-related initiatives.

Space Florida is issuing this Request for Qualifications (the “RFQ”) to select the most highly qualified Design Criteria Professional. Qualification packages will be reviewed and evaluated as to qualifications to perform the services required by a Space Florida selection committee. One firm will be selected by Space Florida to provide the scope of services for the Project in accordance with Section 287.055 of the Florida Statutes, the Consultants’ Competitive Negotiation Act (the “CCNA”).

OVERVIEW

The Design Criteria Professional (“DCP”) shall develop a programming schedule for the initial space program for the Project. DCP services shall include identification of priorities, values, and goals of the programming participants and working with designated stakeholders to confirm Project objectives. The services shall also include information gathering to define the program, establish specific spaces and relationships, develop performance and design criteria, determine

quantitative requirements, and develop a final program for Project requirements. The resulting information will be packaged into a document sufficient to permit design-build firms to respond to SF's future design-build RFQ.

Space Florida, at their sole discretion, may negotiate a phase two to this contract, whereby the DCP will be retained throughout the design-build project to serve as owner's representative to insure the requirements defined in the program are realized in the design work and constructed per the design.

PURPOSE

This RFQ shall serve to provide interested parties with specific information as to the procedures for selection of a firm to perform Design Criteria Professional services.

In determining whether a firm is qualified, Space Florida shall consider such factors as the ability of professional personnel; past performance; willingness to meet time and budget requirements; location of the supporting office; recent, current, and projected workloads of the firm and all other factors under Section 287.055. The agreement with the chosen firm will provide compensation on the basis of the cost of the work plus a percentage fee with a not-to-exceed price and with an agreed upon substantial completion deadline. The agreement's price and term will be negotiated pursuant to the CCNA.

PROJECT DESCRIPTION:

The Project description and scope of work to be performed is described on Attachment "A".

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TENTATIVE SCHEDULE

EVENT	DATE	TIME (EST)
Legal Notice sent to Florida Today	10/20/2020	
RFQ Posted on Space Florida’s Website and DemandStar	10/23/2020	
Question Submission Deadline	11/09/2020	12:00 Noon
Question Responses Posted	11/13/2020	NLT 2:00 PM
Qualifications Packages Due	11/20/2020	2:00 PM
Qualifications Packages Opened* and Evaluated – Contract Department	11/23/2020	
Qualifications Packages Evaluated individual Selection Committee Members	11/24/2020	
Qualified short-listed firms notified	12/4/2020	
Notice of Evaluation Committee meeting for presentations by short-listed firms published in Fla. Admin. Register and on Space Florida’s website	12/9/2020	
Presentations / Interviews (Public Forum)	12/17/2020	9:00 AM
Notice of Intent to Negotiate posted on Space Florida’s website	12/18/2020	
Award Notice posted on Space Florida’s website	TBD	

* Qualification packages received in response to this RFQ 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 RFQ 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 RFQ. Any such may result in disqualification from consideration for award of this RFQ.

2. Questions may be asked regarding the RFQ process or the Project. Submission of all questions through e-mail to the Director of Contracts is required. Questions should be emailed to Annette O’Donnell at aodonnell@spaceflorida.gov. No answers given in response to questions submitted shall be binding upon this solicitation process unless released in writing on Space Florida’s website. **The deadline for the Space Florida Director of Contracts to receive questions is on or before November 9, 2020 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 November 20, 2020 by 2:00 pm. Packages shall be submitted as an Adobe PDF file. Financial Statements shall be provided in a separate file. Maximum acceptable total file size is 20 MB.

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

Under no circumstances will late packages be scored.

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

ECONOMY OF PRESENTATION

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

QUALIFICATIONS PACKAGE INSTRUCTIONS

1. The firm must prepare its qualifications package in accordance with the instructions outlined in this section. If the firm’s qualifications package deviates from these instructions, such qualifications package may, in Space Florida’s sole discretion, be rejected. In the instance where a specific requirement(s) may not apply to the project in question, a statement must be inserted at the tab location stating the reason(s) of non-applicability.
2. Space Florida emphasizes that the firm should concentrate on the accuracy, completeness, and clarity of content.
3. To the greatest extent possible, each section shall be written on a stand-alone basis so that its contents may be evaluated with a minimum of cross-referencing to other sections of the qualifications package. Information required for evaluation of qualifications, which is not found in its designated section, will be assumed to have been omitted from the qualifications package.

4. Pages shall be single-spaced. Font shall be Times New Roman, and the text size shall be 11 point. Use at least three-quarter (3/4) inch margins on all sides. Pages shall be numbered sequentially. Maximum number of pages shall not exceed 30 pages, including text, photos, charts, glossaries and appendices. Permitted exclusions to the Qualification Package limit are: Front cover and back-cover pages, Title Page, Table of Contents, and Index or Divider inserts, Letter of Transmittal, Resumes, Organizational Charts, Financial Statements and required forms.
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 envelope 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 RFQ. The scoring on the RFQ will be specific for each qualification requested. If the firm does not have the qualifications, the score in the RFQ process will so reflect.

Response to the RFQ 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. Qualifications and Approach: Describe the proposed team, including key personnel, examples of similar projects, and approach. See table below for page limits and scoring criteria/points (pts).

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<p>Qualifications: 30 points</p>	<p>(Prerequisite) The firm that is required to be qualified under Florida Statute Chapter 481 to practice architecture or landscape architecture or a firm who holds a current certificate as a registered engineer under chapter 471 to practice engineering and who is employed by or under contract to the agency for the providing of professional architect services, landscape architect services, or engineering services in connection with the preparation of the design criteria package.</p> <p>(10 pts) Successful respondents will clearly demonstrate general ability to provide prompt, high-quality services to complete the scope of work as outlined in this document. the scope of work as outlined in this document.</p> <p>(5 pts) Successful respondents will clearly demonstrate they maintain offices and registration to do business in the State of Florida.</p> <p>(10 pts) Successful respondents will show an understanding of the specific needs and schedule constraints of this project.</p> <p>(5 pts) Successful respondents will clearly indicate they have no conflict of interest with Space Florida or IHMC.</p>
<p>Technical Approach 30 points</p>	<p>(10 pts) Successful respondents will clearly demonstrate their ability to perform thorough and high-quality, peer-reviewed work in a timely manner, track and respond to comments and make recommendations to best address specific design challenges the project faces.</p> <p>(10 pts) Teams should exhibit a background in collaborative working relationships with an ability to meet Owner’s programmatic requirements.</p> <p>(10 pts) Attention will be paid to respondents who can demonstrate organizational skills, schedule management capabilities, and experience with programming for a similar type project.</p>
<p>Experience and Organization of the Firm 20 points</p>	<p>(10 pts) Demonstrated experience of the firm in relation to the scope of work, including the experience of the proposed team working together as a whole.</p> <p>(10 pts) Attention will be paid to respondents that have successfully completed similar basis of design documents within the past five (5) years and that have experience completing similar scopes of work.</p>
<p>Expertise of Personnel 20 points</p>	<p>(20 pts) Demonstrated experience and expertise of the key personnel in relation to the scope of work, including degrees, licenses and certifications.</p>

C. Also required, but not scored:

1. **Form of the Contract**

The form of the Contract with the DCP to be used for the Project is a revised AIA B102-2017, 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.

The form of the contract that Space Florida will utilize with the contractor for the construction of the Project will be Space Florida’s revised AIA A133-2009/A201-2007 or Space Florida’s revised AIA A104-2017.

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 work, 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 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. Then, all the scorer's rankings (not scores) will be averaged to establish an overall short-list ranking of the firms. For example, a firm that is ranked 1st by two scorers and 3rd by another scorer will receive a final ranking of 1.667. A firm that is ranked 1st by one scorer, 2nd by another scorer, and 3rd by another scorer, will receive an overall ranking of 2. 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 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 or conduct formal presentations with selected firms, should it be required or warranted in Space Florida's sole discretion. Pursuant to Section 287.055 of the Florida Statutes, 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 qualifications 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. Interviews are expected to be conducted through video conferencing. 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 qualification and the management and technical approaches for successful project completion.

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

<p>Qualifications (50 points)</p>	<p>(10 pts) Demonstrate previous experience providing similar services. (Submit a list of comparable projects that have been completed in the past 3 years.)</p> <p>(10 pts) Provide 3 or more references willing to discuss their similar projects. (Submit brief project description and reference contact information for 3 or more projects of similar scope, size, and complexity.)</p> <p>(10 pts) Demonstrate adequately qualified personnel to provide the requested service. (Submit organizational chart, resumes and proposed role in this project for key personnel, including any sub-consultants.)</p> <p>(10 pts) Provide a copy of minority business enterprise certification as defined by the Florida Small and Minority Business Assistance Act. (Submit a copy of current MBE Certification for consultant and any sub-consultants.)</p> <p>(10 pts) Provide a statement regarding any legal action against the firm, whether ongoing or resolved. (Submit a brief description of the nature of the action, its status, and if resolved, what the outcome was.)</p>
<p>Approach to the Project (30 Points)</p>	<p>(15 pts) Demonstrate approach to provide core business management and process service. (Submit an explanation of how the consultant will organize the Programming process, including, but not limited to, communication, establishing goals and objectives, gathering information, identifying strategies to meet goals and objectives within budget and schedule constraints, and summarizing the program.)</p> <p>(15 pts) Demonstrate approach to provide core technical services. (Submit an explanation of the technical capabilities as they relate to this project, including, but not limited to, approach to designing for flexibility, approach to determining requirements, and approach to cost estimating.)</p>
<p>Ability to Perform (20 Points)</p>	<p>(10 pts) Provide a statement of firm’s current workload. (Submit a brief description of current projects and approximate completion dates.)</p> <p>(10 pts) Provide evidence of success in meeting time and budget requirements. (Submit a comparison of baseline budget and schedule to final cost and project duration for projects completed in the past 3 years.)</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. Then, all the scorer’s rankings (not scores) will be averaged to establish an overall ranking of the firms. For example, a firm that is ranked 1st by two scorers and 3rd by another scorer will receive a final ranking of 1.667. A firm that is ranked 1st by one scorer, 2nd by another scorer, and 3rd by another scorer, will receive an overall ranking of 2. The selection committee will select the firm that scores the best overall ranking

from the discussions and interviews/oral presentations as the first ranked firm with which to begin negotiations of a contract.

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

The remainder of this page left intentionally blank.

NON-COLLUSION CLAUSE

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

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

NAME	RELATIONSHIPS
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

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

Signature

Company Name

Print Name of Certifying Official

Business Address

City, State, Zip Code

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

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

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

whose business address is

_____.

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

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

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

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

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

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

(Signature)

Florida Statutes:
287.135

**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: _____

Section 287.135, Florida Statutes, prohibits agencies from contracting with companies for goods or services of \$1,000,000 or more, that are on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. Both lists are 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 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 company to civil penalties, attorney's fees, and/or costs.

Certified By: _____
who is authorized to sign on behalf of the above referenced company.
Authorized Signature Print Name and Title: _____
Date: _____

ATTACHMENT A
SCOPE OF SERVICES

Scope of Services
for
IHMC Research Center
For
Design Criteria Professional

REVISION LOG

REVISION	DESCRIPTION OF CHANGE	RELEASE DATE
Basic	Initial Release	26/08/2020

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INTRODUCTION

1.1 Purpose

The purpose of this document is to list and define contract requirements for initial facility design criteria and programming services for an IHMC Research Center (Project) located in downtown Pensacola, FL.

1.2 Background

Space Florida (SF) 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. As Florida's aerospace economic development organization, Space Florida is committed to attracting and expanding the next generation of aerospace and related industry businesses.

The proposed Project will consist of an approximately 50,000 sq. ft multi-story research facility that may include the following spaces:

- Research Laboratories – Biological “wet” Laboratories, Human Physiological and Physical Performance Testing Laboratories
- Clinical Research Unit with Exam Rooms, Metabolic Kitchen, and Biospecimen Processing Laboratory
- 2-story Rehabilitation and Exercise Training Facility
- Human-Artificial Intelligence Machine Teaming Laboratory
- Laboratory Support Areas
- Administrative Areas
- Conference Rooms
- Sensitive Compartmented Information Facility (SCIF), for Classified Meetings and Cyber-Security.

Special equipment that may be included in the facility includes the following:

- Flight Simulator
- Shoot Simulator
- Metabolic Chamber
- Environmental Chamber
- Aquatic Therapy Pool
- Visual Vestibular Balance Device (VVBD)
- Reduced Oxygen Breathing Environment (ROBE)
- Magnetic Resonance Imaging Machine

1.3 Scope of Services

The Design Criteria Professional (DCP) shall develop a programming schedule for the initial space program for Project. DCP services shall include identification of priorities, values, and goals of the programming participants and working with designated stakeholders to confirm Project objectives. The services shall also include information gathering to define the program, establish specific spaces and relationships, develop

performance and design criteria, determine quantitative requirements, and develop a final program for Project requirements.

The DCP shall prepare, for SF's approval, a Final Programming Summary Report which shall include but is not limited to the following:

- Legal description of site with survey and elevation survey, if necessary
- Site development and utility requirements
- Building exterior shell and height requirements, consistent and cohesive with IHMC existing campus and surrounding neighborhood districts. The site is located within two districts, one being AC1 Historic District and one being CA2 Commercial District.
- Interior space requirements – required rooms, sizes; special equipment; and environmental, energy, security, and safety requirements; design for flexibility and to future-proof the program as research needs expand and contract.
- Room function and adjacencies – conceptual layouts
- Area square footages – allowance for circulation, storage and building total.
- Manufactured construction standards for all interior demising, non-fire rated, walls.
- Material quality standards
- Budget estimate to include the use of manufactured construction system for interior demising, non-fire rated, walls
- Tentative schedules – Design and Construction with Gantt Chart for the entire project to include the use of manufactured construction system
- In addition include all those requirements for a Design Criteria Package as defined in Florida Statutes Section 287.055(2)(j).

TERMINOLOGY

2.1 Acronyms and Abbreviations

Term	Meaning
CDRL	Contract Deliverables Requirement List
IHMC	Institute for Human and Machine Cognition
DCP	Design Criteria Professional
SCIF	Sensitive Compartmented Information Facility
SF	Space Florida
SoS	Scope of Services

3.0 GENERAL REQUIREMENTS

3.1 Scheduling

The DCP shall prepare and submit a programming schedule of tasks to be completed during the programming phase. The schedule shall serve as the baseline schedule and shall be presented during the programming kick-off meeting. Any changes to this schedule shall be discussed with and approved by the SF Project Manager.

The programming schedule should include the following:

- Start of Programming
- Key meetings and workshops

- Periods for gathering data and research information
- Site visits in Pensacola with research scientists
- Presentations
- Review of draft document
- Delivery of final document

The programming schedule should include three project review meetings:

1. At 30% complete
2. At 60% complete
3. At 100% complete

DCP to provide copies of in progress document five (5) days prior to review meeting.

3.2 Staffing

Develop a staffing plan that outlines the roles and responsibilities of each programming participant. The DCP shall designate a Contract Project Manager in writing and provide the name and contact information to the SF Project Manager or their designee. The Contract Project Manager shall have complete authority to act for the DCP in every detail during the term of the Contract. The Contract Project Manager is considered essential to the work being performed under this Contract. Before removing, replacing, or diverting the Contract Project Manager, the DCP shall:

- a. Notify the SF Project Manager two weeks in advance.
- b. Submit justification (including proposed substitutions) in sufficient detail to permit evaluation of the impact on this Contract.

4.0 REPORTS

4.1 Meeting Minutes

The DCP shall prepare meeting minutes and distribute them three (3) business days after meeting occurrence. Meeting minutes shall be submitted in electronic format and include the ability to submit and track discrepancies and corrections.

4.2 Programming Summary Report

The DCP shall prepare an outline of the Programming Summary Report and present outline during project kick-off meeting.

The Programming Summary Report shall include a one-page executive summary of the major points contained in the program. The summary should provide a quick understanding of the project description, scope, budget, and schedule. The DCP shall submit two hard copies and one electronic copy, PDF format, of the final Programming Summary Report. The Programming Summary Report shall include a Design Criteria Package meeting all the requirements of Florida Statutes Section 287.055(2)(j).

4.3 Invoice

The DCP shall submit invoices to SF on a monthly basis. Invoices shall include information substantiating request for payment including a monthly activity report.

5.0 DELIVERABLE SCHEDULE

5.1 General

In fulfillment of this effort, the DCP shall provide the following deliverables. All deliverables shall be submitted by electronic mail, confirmed returned receipt, to SF Contracts, contracts@spaceflorida.gov, with a cc: to the SF Project Manager.

Unless otherwise specified, the SF will have a maximum of ten (10) business days from the day the draft deliverable is received to review the document, provide comments back to the DCP, approve or disapprove the deliverable(s). The DCP will also have a maximum of ten (10) business days from the day comments are received to incorporate all changes and submit the final deliverable to SF. All days identified below are intended to be business days unless otherwise specified.

5.2 Contract Deliverable Requirement List (CDRL)

This list may not be all inclusive, the DCP is responsible for verifying all deliverables required in accordance with this Scope of Services.

Ref. Para.	Deliverable	Due	Frequency
1.3	Final Programming Summary Report	4 months AAC	As Required
3.1	Schedule	10 days after AAC	As Required
3.1	30% Program Summary Report	25 days AAC	Once
3.1	60% Program Summary Report	50 days AAC	Once
3.1	100% Program Summary Report	75 days AAC	As Required
3.2	Staffing Plan	WPR	Once
4.1	Meeting Minutes	3 days AMO	As Required
4.2	Outline of Programming Summary Report	2 weeks AAC	As Required
4.2	Final Programming Summary Report	After Approval of 100%	Once
4.3	Invoice		Monthly

AAC After Award of Contract
AMO After Meeting Occurrence
WPR With Proposal Response

ATTACHMENT B
FORM OF THE CONTRACT

 **AIA[®] Document B102[™] – 2017****Standard Form of Agreement Between Owner and Architect without a Predefined Scope of Architect's Services****Standard Form of Agreement Between Owner and Architect without a Predefined Scope of Architect's Services**

AGREEMENT made as of the ____ day of _____ in the year 2020
(In words, indicate day, month and year.)

BETWEEN the Architect's client identified as the Owner:
(Name, legal status, address and other information)

Space Florida, an independent special district, a body politic and corporate, and a subdivision of the State of Florida
505 Odyssey Way, Suite 300
Exploration Park, FL 32953
321-730-5307

and the Design Criteria Professional (hereinafter referred to as the "Architect"):
(Name, legal status, address and other information)

tbd

for the following (hereinafter referred to as "the Project"):
(Insert information related to types of services, location, facilities, or other descriptive information as appropriate.)

IHMC Research Center
Design Criteria and Programming Services
Located in Downtown Pensacola, Florida

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

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TABLE OF ARTICLES

1	ARCHITECT'S RESPONSIBILITIES
2	OWNER'S RESPONSIBILITIES
3	COPYRIGHTS AND LICENSES
4	CLAIMS AND DISPUTES
5	TERMINATION OR SUSPENSION
6	COMPENSATION
7	MISCELLANEOUS PROVISIONS
8	SPECIAL TERMS AND CONDITIONS
9	SCOPE OF THE AGREEMENT

ARTICLE 1 ARCHITECT'S RESPONSIBILITIES

§ 1.1 The Architect shall provide the following professional services:

(Describe the scope of the Architect's services or identify an exhibit or scope of services document setting forth the Architect's services and incorporated into this document in Section 9.2.)

The Scope of Services is attached as Exhibit "A" ("Scope of Services"). The Architect shall perform the Scope of Services as the Design Criteria Professional (as defined in Florida Statutes, Section 287.055(k)) to prepare the Design Criteria Package (as defined by Florida Statutes, Section 287.055(2)(j)) for the Project. The schedule for the Architect's Scope of Services shall be prepared by Architect and delivered to Owner no more than ten (10) days after the date of this Agreement and shall be presented at the programming kick-off meeting per Sections 3.1 and 5.2 of Exhibit "A". Owner retains the right to reduce the scope of any portion of the Scope of Services. In such event, Owner shall be entitled to proportionally reduce the Architect's compensation.

The Owner intends to deliver the Project using the design-build method. Owner in its sole discretion, may request Architect to perform professional services to serve as Owner's representative as required by Florida Statutes 287.055(9) throughout the design and construction of the Project to insure the requirements defined in the design criteria and programming are realized in the design and construction of the Project. Such Owner representative services shall be considered Additional Services and negotiated at the time of Owner's request.

§ 1.1.1 The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals.

§ 1.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by Architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project. The Architect shall, without additional compensation, correct and revise any errors or deficiencies in its designs, drawings, specifications, and services.

§ 1.3 The Architect identifies the following representative authorized to act on behalf of the Architect with respect to the Project.

(List name, address, and other contact information.)

name, email, and phone number of Architect's representative

§ 1.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 1.5 The Architect shall maintain at its own expense, the following insurance until four (4) years after the termination of this Agreement.

§ 1.5.1 Commercial General Liability with policy limits of not less than one million dollars (\$1,000,000) for each occurrence and two million dollars (\$2,000,000) in the aggregate for bodily injury and property damage and umbrella excess liability coverage of five million dollars (\$5,000,000).

§ 1.5.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than one million dollars (\$1,000,000) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

§ 1.5.3 The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 1.5.1 and 1.5.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 1.5.4 Workers' Compensation at statutory limits.

§ 1.5.5 Employers' Liability with policy limits not less than one million dollars (\$ 1,000,000) each accident, one million dollars (\$ 1,000,000) each employee, and one million dollars (\$ 1,000,000) policy limit.

§ 1.5.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than one million dollars (\$ 1,000,000) per claim and two million dollars (\$2,000,000) in the aggregate.

§ 1.5.7 **Additional Insured Obligations.** The Architect shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner, as additional insureds for claims caused in whole or in part by the Architect's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

§ 1.5.8 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 1.5 at the following times: (1) prior to commencement of the Work; (2) upon renewal or replacement of each required policy of insurance; and (3) upon the Owner's written request. Each policy shall contain a provision that the policy will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner.

§ 1.5.9 Architect shall require its professional and licensed subconsultants to maintain a minimum of \$1,000,000 per occurrence for General Liability insurance, \$1,000,000 automobile liability insurance, statutory workers' compensation coverage, and if such subconsultant has a professional license, \$1,000,000 per occurrence for Professional Liability Insurance.

ARTICLE 2 OWNER'S RESPONSIBILITIES

§ 2.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program, which shall set forth the Owner's objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements.

§ 2.2 The Owner identifies the following representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

(List name, address, and other contact information.)

Roberta Coates

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§ 2.3 The Architect shall coordinate the services of Owner's consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Architect in this Agreement, or authorize the Architect to furnish them as an Additional Service.

(Paragraphs deleted)

ARTICLE 3 COPYRIGHTS AND LICENSES

§ 3.1 Drawings, specifications, reports, and all other documents, including those in electronic form, prepared by the Architect and the Architect's consultants ("Design Documents") are the sole and exclusive property of the Owner, shall be considered as being specially ordered by Owner as "works made for hire" under 17 U.S.C. §101, and may be used in any manner at the sole discretion of Owner. Owner shall have full and sole ownership rights to the Design Documents, regardless of any payment disputes with Architect. Architect shall furnish Owner with such reproductions of any Design Documents as the Owner may request at any time in both electronic and printed form. Any reproductions shall be the sole and exclusive property of the Owner who may use them without Architect's permission for any purpose determined to be proper by the Owner. Owner shall own all rights, copyrights, or other intellectual property there may be with respect to the Design Documents. In the event that the Design Documents are held not to be "works made for hire", then Architect agrees that all Design Documents, whether in final form or draft, which result from any Services performed by Architect under this Agreement, are hereby assigned exclusively to Owner, including any copyright, patent, trademark, and all other intellectual property rights. In all cases, Architect further hereby expressly assigns all of its present and future rights therein to Owner, and agrees to execute and furnish, and to cause all the Architect's consultants to execute and furnish, in favor of Owner separate assignment documents from time to time as requested by Owner. This Section shall survive any termination or expiration of this Agreement. The Architect shall be entitled to retain copies of the Design Documents for the Architect's use and records. Owner shall be free to use the Design documents for any purpose, including, but not limited to, completion, renovation, additions, and expansion of the Project. The Architect shall have no liability for the Owner's use of the Design Documents for a use unrelated to the Project. Architect shall require language in each of its subconsultants' contracts providing for Owner's ownership of all Project documents and the Design Documents.

§ 3.2 The provisions of this Article 3 shall survive the termination of this Agreement.

(Paragraphs deleted)

ARTICLE 4 CLAIMS AND DISPUTES

§ 4.1 General

§ 4.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by Florida law.

§ 4.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in Owner's revised AIA Document A201-2007, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

§ 4.1.3 The Architect and Owner waive consequential damages against each other for claims, disputes, or other matters in question, arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement. Redesign and remedial construction costs shall not be considered "consequential damages".

§ 4.2 Mediation

§ 4.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation pursuant to Florida Statutes as a condition precedent to binding dispute resolution.

§ 4.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation, which, unless the parties mutually agree otherwise, shall be in accordance with Florida Statutes. A request for

mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order.

§ 4.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 4.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 4.2, the method of binding dispute resolution shall be the following:
(Check the appropriate box.)

- Arbitration pursuant to Section 4.3 of this Agreement
- Litigation in a court of competent jurisdiction with exclusive venue in Brevard County, Florida.
- Other (Specify)

If the Owner and Architect do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.

§ 4.3 not used.

(Paragraphs deleted)

§ 4.4 The provisions of this Article 4 shall survive the termination of this Agreement.

ARTICLE 5 TERMINATION OR SUSPENSION

§ 5.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension.

§ 5.2 If the Owner suspends the Project, as its sole remedy, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect's fees for the remaining services and the time schedules shall remain the same as set forth in this Agreement.

§ 5.3 If the Owner suspends the Project for more than 180 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 5.4 Either party may terminate this Agreement upon not less than seven (7) days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 5.5 The Owner may suspend or terminate this Agreement upon not less than seven (7) days' written notice to the Architect for the Owner's convenience and without cause.

§ 5.6 If the Owner terminates or suspends this Agreement for its convenience pursuant to Section 5.5, the Architect terminates this Agreement pursuant to Section 5.1, or the Architect terminates this Agreement pursuant to Section 5.3, the Owner shall compensate the Architect for services performed prior to termination, together with Reimbursable Expenses incurred, which compensation shall be Architect's sole and exclusive remedy for any termination or suspension.

§ 5.7

(Paragraphs deleted)

not used.

§ 5.8 Except as otherwise expressly provided herein, this Agreement shall terminate
(Check the appropriate box.)

- One year from the date of commencement of the Architect's services
- One year from the date of Substantial Completion of the Construction of the Project.
- Other
(Insert another termination date or refer to a termination provision in an attached document or scope of service.)

If the Owner and Architect do not select a termination date, this Agreement shall terminate one year from the date of commencement of the Architect's services.

(Paragraph deleted)

ARTICLE 6 COMPENSATION

§ 6.1 The Owner shall compensate the Architect as set forth below for services described in Section 1.1, or in the attached exhibit or scope document incorporated into this Agreement in Section 9.2.

(Insert amount of, or basis for, compensation or indicate the exhibit or scope document in which compensation is provided for.)
to be negotiated

§ 6.2 Compensation for Reimbursable Expenses

§ 6.2.1 Reimbursable Expenses are in addition to compensation set forth in Section 6.1 and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

- .1 not used;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets; but only if authorized in writing in advance by the Owner;
- .3 Permitting and other fees required by authorities having jurisdiction over the Project; but only if authorized in writing in advance by the Owner;
- .4 Printing, reproductions, plots, and standard form documents;
- .5 Postage, handling and delivery;
- .6 Expense of overtime work requiring higher than regular rates, but only if authorized in writing in advance by the Owner;
- .7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project; but only if authorized in writing in advance by the Owner;
- .8 not used; and
- .9 All taxes levied on professional services and on reimbursable expenses;

(Paragraphs deleted)

§ 6.2.2 For Reimbursable Expenses the compensation shall be the actual expenses incurred by the Architect and the Architect's consultants without markup. Reasonable back-up documentation such as receipts shall be submitted with any invoices for Reimbursable Expenses. Travel expenses are not reimbursable.

§ 6.2.3

(Paragraphs deleted)

Additional Services. Compensation for Additional Services that are not include in the Scope of Services shall be negotiated by the Owner and Architect at the time of Owner's request for said Additional Services. Architect shall not perform and shall not be entitled to any payment for such Additional Services unless the Owner and Architect execute a written document setting forth a description of the Additional Services and the compensation to be paid for same in advance of Architect performing such Additional Services. Before negotiating Additional Services, Architect shall provide Owner with a list of personnel, proposed hourly rates, hours for each task, and itemization of proposed reimbursables for Owner's review, and any other additional information Owner may require. Subconsultants shall provide the same information on subconsultant's letterhead for their

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Additional Services. The costs of any Additional Services performed without prior written authorization are waived by Architect. The maximum hourly rates for Additional Services are stated in Exhibit "B".

§ 6.3 Payments to the Architect

§ 6.3.1 Submittal of Invoices. Invoices shall be submitted by electronic mail to Owner, confirmed returned receipt to accounting@spaceflorida.gov with a courtesy copy to the Project Manager, Roberta Coates at rcoates@spaceflorida.gov. Architect's invoices shall be supported by such data substantiating the Architect's right to payment as the Owner may require, such as, but not limited to, copies of invoices from subconsultants, receipts for supplies and Reimbursable Expenses, and records of description of services performed, time and names of personnel performing the services, and any documents required by Owner.

(Paragraph deleted)

§ 6.3.2 Progress Payments

§ 6.3.2.1 Unless otherwise agreed, payments for services shall be made monthly for the completion and delivery to Owner of each deliverable described in Exhibit "A". Payments are due and payable thirty (30) days after the date of Owner's approval of the Architect's properly prepared and completed invoice. Amounts unpaid after the due date shall bear interest at the rate entered below:.

(Insert rate of monthly or annual interest agreed upon.)

Per Florida Statute Chapter 218.

(Paragraphs deleted)

ARTICLE 7 MISCELLANEOUS PROVISIONS

§ 7.1 This Agreement shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules.

§ 7.2 Except as separately defined herein, terms in this Agreement shall have the same meaning as those in the Owner's revised AIA Document A201™–2007, General Conditions of the Contract for Construction.

§ 7.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment.

§ 7.4 The parties shall agree upon protocols governing the transmission and use of Design Documents or any other information or documentation in digital form.

(Paragraph deleted)

§ 7.5 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

§ 7.6 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.

§ 7.7 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site, except in the case of the Architect specifying the use of such substance. Architect shall notify the Owner immediately upon Architect's discovery of any hazardous or toxic substance on the Project site.

§ 7.8 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials, subject to the prior written approval of Owner which approval shall not be

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unreasonably withheld or delayed. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Architect shall coordinate all press releases and promotional/industry articles with the Owner and the Owner shall pre-approve all press releases and articles, which approval shall not be unreasonably withheld or delayed. This Section 7.8 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 5.4.

§ 7.9 This is a public project. In general all information and documents are public records except confidential information pursuant to Florida Statute Chapter 119 and Florida Statutes Section 331.326. If confidential, Architect shall keep such information strictly confidential and shall not disclose it to any other person except only as permitted by Florida Statute Chapter 119 and Chapter 331. This Section 7.9 shall survive the termination of this Agreement.

§ 7.9.1 not used.

§ 7.10 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

ARTICLE 8 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

(Include other terms and conditions applicable to this Agreement.)

1. Availability of Funds. All activities under or pursuant to this Agreement are subject to the availability of appropriated funds by the Legislature of the State of Florida. Owner shall immediately notify Architect should funds become unavailable. In such case, either party shall have the right to stop work and/or terminate this Agreement.

2. Public Records.

a. To the extent Architect is acting on behalf of Owner as provided under Subsection 119.011(2) of the Florida Statutes, Architect shall:

- i. Keep and maintain public records required by Owner to perform the services under this Agreement.
- ii. Upon request from Owner's custodian of public records, provide Owner 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 costs 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 Architect does not transfer the records to Owner.
- iv. Upon completion of the Agreement, transfer, at no cost, to Owner all public records in possession of Architect or keep and maintain public records required by Owner to perform the service. If the Architect transfers all public records to Owner upon completion of the Agreement, the Architect shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Architect keeps and maintains public records upon completion of the Agreement, the Architect shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to Owner, upon request from Owner's custodian of public records, in a format that is compatible with the information technology systems of Owner.

b. If the Architect fails to provide the public records to Owner within a reasonable time the Architect may be subject to penalties under Section 119.10 of the Florida Statutes. Further, Owner 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.

Architect shall defend, at its own cost, indemnify, and hold harmless Owner, their officers, directors, and employees from and against all claims, damages, losses, and expenses, (including but not limited to fees and charges of attorneys or other

professionals and court and arbitration or other dispute resolution costs) arising out of or resulting from Architect's failure to comply with the terms of this Section.

c. **IF THE ARCHITECT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE ARCHITECT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT OWNER'S CUSTODIAN OF PUBLIC RECORDS FOR THIS PROJECT, CARRIE BARGAS AT 321-730-5301, CBARGAS@SPACEFLORIDA.GOV, 505 Odyssey Way, Suite 300, Exploration Park, FL 32953.**

3. **Sovereign Immunity.** Owner'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 Owner beyond that provided in Section 768.28 of the Florida Statutes. Nothing herein is intended as a waiver of Owner'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 Owner'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.

In no event shall Owner be liable to Architect for indirect, special, or consequential damages, including, but not limited to, loss of revenue, loss of profit, cost of capital, or loss of opportunity regardless of whether such liability arises out of contract, tort (including negligence), strict liability, or otherwise. Owner shall not assume any liability for the acts, omissions, or negligence of Architect, its agents, servants, employees, or subconsultants. In all instances, Architect shall be responsible for any injury or property damage resulting from any activities conducted by Architect.

4. **No Harassment.** Architect shall provide a harassment-free workplace, with any allegation of harassment given priority attention and action by management. Architect shall insert a similar provision in accordance with this section, in all subcontracts for this Project.

5. **Independent Contractor.** Architect is and shall remain an independent contractor and not an employee or agent of Owner. There are no intended or unintended third party beneficiaries of this Agreement, and no parties other than the Owner and Architect shall have the right to enforce this Agreement. 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.

6. **Non-Discrimination.** Architect and its subconsultants shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin. Architect shall take affirmative action to ensure that qualified applicants are employed if work is available and that employees are treated during employment without regard to their race, religion, color, sex, creed, handicap, marital status, or national origin. Architect agrees to post in places available to all employees and applicants for employment, notices setting forth the policies of nondiscrimination.

Architect shall, in all solicitations or advertisements for employees, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, creed, handicap, marital status, or national origin.

7. **Public Entity Crime Notice.** Architect affirms that it is aware of the provisions of Section 287.133(2)(a), Florida Statutes, and that at no time has Architect been convicted of a Public Entity Crime. Architect 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 Contract by Owner.

8. **Records.** Architect shall preserve all contract records and documents for the entire term of this Agreement and for five (5) years after the later of: (i) the date of submission of Architect's final services, or (ii) until all claims (if any) regarding the Agreement are resolved. During such period of time, Architect shall retain and maintain all records and make such records available for an audit as may be requested by Owner. The records shall be subject at all times to inspection, review, or audit by Owner, State personnel of the Florida Office of the Auditor General, Chief Financial Officer, Office of the Chief Inspector General, the Florida Office of Program Policy Analysis and Government Accountability or representatives of the Federal government and their duly authorized representatives. Owner may, at any time and for any reason whatsoever, review, audit, copy, examine and investigate in any manner, any records of Architect which include, but are not limited to, papers, books,

documents, vouchers, bills, invoices, requests for payment, accounting records, 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 this Agreement. Architect agrees to reimburse Owner and the State for the reasonable costs of investigation incurred by Owner, the Inspector General, State Auditor General or other authorized State official or agent for investigations of Architect's compliance with the terms of this Agreement which results in disallowed costs. Such reasonable costs shall include, but shall not be limited to: salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. Architect understands and will comply with the requirements of s. 20.055(5), F.S., including but not necessarily limited to, the duty of Architect and any of Architect's subcontractors or subconsultants to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant to s. 20.055, F.S.

9. **Audit and Contract Records.** To the extent applicable, Architect shall comply with the audit requirements of Section 215.97 of the Florida Statutes and those found in Exhibit "C" attached, Audit Requirements. Architect shall include the audit and record keeping requirements provided for in this Section and in Exhibit "C", in all subcontracts and for all sub-recipients of state funds according to Section 215.97 of the Florida Statutes. For purposes of this Agreement, "sub-recipient" shall be defined in accordance with Subsection 215.99(2)(x) of the Florida Statutes.

10. **No Use of Funds for Lobbying or Litigation.** Architect shall not use any funds received pursuant to this Agreement for lobbying the Florida Legislature, the judicial branch, or any state agency. Architect shall not use any funds received pursuant to this Agreement for any legal action against Owner.

11. **Discriminatory Vendor List.** Architect represents that it is not on the State's discriminatory vendor list and that for services related to this Agreement, Architect shall not transact business with any entity that has been placed on the State's discriminatory vendor list.

12. **No Contingency Fees.** Architect warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Architect to solicit or secure this agreement and that he or she has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Architect any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement.

13. **Schedule.** Architect shall perform its services in accordance with the schedule that will be prepared pursuant to the requirements of Exhibit "A".

14. Whenever the terms, "AIA Document A201-2017" or the term, "A201-2007" are used in the Contract Documents, those terms shall refer to and mean Space Florida's AIA A201-2007, Revised General Conditions of the Contract for Construction.

15. Architect is familiar with and shall comply with all applicable federal, state and local laws, rules, regulations, and requirements, as applicable.

16. E-Verify. Architect shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all employees hired by Architect during the term of this Agreement; and Architect shall expressly require any subconsultants to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all employees hired by the subconsultants during the contract term. The Department of Homeland Security's E-Verify system can be found at:

http://www.dhs.gov/files/programs/gc_1185221678150.shtm

The employment by Architect or any of its subconsultants of unauthorized aliens, as described by Section 274A(e) of the Immigration and Nationalization Act, shall be cause for termination of this Agreement.

Only those employees determined eligible to work within the United States shall be employed under this Agreement.

17. **No Smoking.** Smoking and all tobacco products are prohibited on the Project site, and prohibited anywhere on Owner's property. Tobacco is defined as tobacco products including, but not limited to, cigars, cigarettes, e-cigarettes, pipes, chewing tobacco and snuff. Failure to abide by this policy may result in civil penalties levied under Chapter 386, Florida Statutes and/or contract enforcement remedies.

18. **Proposal Terms Not Incorporated.** In the event Architect has presented a proposal to Owner which may contain terms and conditions other than a description of the scope of Services, such terms and conditions shall not be valid, shall not be enforceable, and shall not be considered a part of this Agreement. Only the description of the scope of Services to be performed that is in this Agreement shall be considered a part of this Agreement.

19. Not used.

20. **Scrutinized Companies List.**

a. By executing this Agreement, Architect 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, Owner may immediately terminate this Agreement for cause if the Architect is found to have submitted a false certification as to the above or if the Architect 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 Owner determines that the Architect has submitted a false certification, Owner will provide written notice to the Architect. Unless the Architect demonstrates in writing, within 90 calendar days of receipt of the notice, that Owner's determination of false certification was made in error, Owner shall bring a civil action against the Architect. If Owner'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 the Architect, and the Architect will be ineligible to bid on any Agreement with a Florida agency or local governmental entity for three years after the date of Owner's determination of false certification by the Architect.

b. If federal law ceases to authorize the states to adopt and enforce the contracting prohibition in this Section, this Section shall be null and void without further action of the parties.

21. **CADD.** The Architect shall provide copies of the Design Documents to Owner prepared in 3D Revit or another CADD format approved by Owner.

22. **Subconsultants.** All subconsultants utilized by Architect for the Project are subject to the approval of Owner. After approval from Owner, the Architect shall not remove or substitute any of the subconsultants without the written consent of Owner which consent shall not be unreasonably withheld.

23. n/a.

24. The following agreements are incorporated by reference and Architect shall comply with all terms, conditions, and requirements of same to the same extent required of Owner in the below agreements:

Department of Economic Opportunity ("DEO") Funding and Program Agreement [redacted] dated _____, Contract No. _____, attached as Exhibit "D" ("DEO Funding Agreement").

25. Architect shall not be entitled to any claim for delay because of restrictions associated with accessing the Project site. The Project site is an active US government installation. There will be delays and work stoppages due to government activities at or near the Project site. Architect's vehicles and personal will be subject to delays and inspections upon entering the property and Architect has included these delays in its Contract Sum. Architect shall coordinate daily with the designated Owner representative prior to arriving on-site to avoid delays and work-stoppages due to other government activities at or near the Project site. Material deliveries require minimum 48 hour prior advance coordination with Owner.

26. **Indemnification.** Architect shall indemnify and hold harmless, the State of Florida, Owner, DEO, and their officers and employees to the fullest extent permitted by law from and against all claims, damages, losses, and costs, including but not limited to reasonable attorneys' fees to the extent caused by the negligence, recklessness, or intentional wrongful conduct of Architect and any other persons employed or utilized by Architect in the performance of this Agreement. The provisions of this paragraph shall survive the expiration or earlier termination of this Agreement.

27. To be eligible for payment, Architect's costs must be in compliance with all laws, rules and regulations, including, but not limited to, to the extent applicable, the Reference Guide for State Expenditures:

http://www.myfloridacfo.com/aadir/reference_guide/

28. Architect shall submit to Owner and DEO all reports, documents, materials, and information, as requested by DEO or required by law or the DEO Funding Agreement, including but not limited to those specified in its attachments.

29. With each pay request, Architect shall report the status of its performance under this Agreement for each task in Exhibit "A".

30. **Waiver of Claims.** Architect hereby waives all claims against Owner, DEO, their related entities, and employees for injury, death, damage, or loss arising from or related to activities conducted under this Agreement, including, but not limited to, for any injury to, or death of, Architect's employees or the employees of Architect's related entities, or for damage to, or loss of, Architect's property or the property of its related entities arising from or related to activities conducted under this Agreement, whether such injury, death, damage, or loss arises through negligence or otherwise, except in the case of Owner's or DEO's willful misconduct. Architect waives all claims against Owner and DEO (except for such claims which result from the gross negligence or willful misconduct of the Owner, DEO, or its agents) for any such loss, damage, personal injury or death occurring as a consequence of the conduct of activities or the performance of Architect's responsibilities under this Agreement.

31. **ENVIRONMENTAL COMPLIANCE:**

1. Architect shall not remove or disturb, or cause or permit to be removed or disturbed, any historical, archaeological, architectural, or other cultural artifacts, relics, vestiges, remains, or objects of antiquity, including items related to the space program. In the event such items are discovered at the Project, Architect shall cease its activities at the site and immediately notify the Owner.

2. Architect shall take measures to prevent the release of hazardous materials at, about, or beneath the Project. Architect shall immediately report spills, releases, or emissions of hazardous materials that exceed a "Reportable Quantity" to Owner. Reportable Quantities for hazardous materials are defined by various federal and State of Florida regulations such as, but not limited to, 40 CFR Part 302, 40 CFR Part 355, 49 CFR Parts 171-180, Florida Administrative Code (FAC) Chapter 62-150, and FAC Chapter 62-770.

3. Architect shall also immediately report any spill or release of hazardous materials (regardless of quantity) to pervious surfaces or environmental media (such as grass, soil, groundwater, surface water, sediment, and gravel) to the Owner.

4. Architect shall comply with applicable oil pollution prevention regulations under Title 40 Part 112 of the Code of Federal Regulations.

32. **Cooperation with Inspector General.** Architect and Owner agree to comply with Section 20.055(5), Florida Statutes, and Architect shall incorporate in all subcontracts the obligation to comply with Section 20.055(5), Florida Statutes. Section 20.055(5) requires the Owner and the Architect and its subconsultants to cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing.

33. Architect is encouraged to use Florida's minority and service-disabled veteran businesses as subconsultants under this Agreement. The Certified Vendor Directory can be accessed from the website of the Florida Department of Economic Opportunity of Management Services, Office of Supplier Diversity located at:

https://www.dms.myflorida.com/agency_administration/office_of_supplier_diversity_osd

Architect shall report on a quarterly basis to Owner, using a form provided by SF or DEO, its expenditures with minority and service-disabled veteran businesses. The report shall contain the names and addresses of the minority and service-disabled veteran businesses; the aggregate dollar figure disbursed that quarter for each business; the time period; type of goods or services; and the applicable code. If no expenditures were made to minority and service-disabled veteran businesses, Architect shall submit the form marked "none." The quarterly report shall also include copies of invoices or a computer printout verifying the data reported. If no expenditures were made to such businesses, Architect shall submit the form marked "none." The quarterly report, and required backup documentation, shall be submitted to Owner within 10 working days following the end of each quarter.

34. It is the policy of Owner that disadvantaged business enterprises as defined in 49 CFR Part 26, as amended, shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Owner funds under this Agreement. Architect and its subconsultants agree to ensure that Disadvantaged Business Enterprises as defined in applicable federal and state regulations have the opportunity to participate in the performance of subcontracts under this Agreement. In this regard, Architect shall take all necessary and reasonable steps in accordance with applicable federal and

state regulations, to ensure that the Disadvantaged Business Enterprises have the opportunity to compete for and perform subcontracts.

35. **Prohibited Interests:** No member, officer, or employee of Owner during this tenure or for two years thereafter shall have any interest, direct or indirect, in this Contract or the proceeds thereof. Architect and its subconsultants shall not enter into any contract, subcontract, or arrangement in connection with the Project or any property included or planned to be included in the Project, in which any member, officer, or employee of Owner during the term of this Agreement and for two years thereafter has any interest, direct or indirect. If any such present or former member, officer, or employee involuntarily acquires or had acquired prior to the beginning of his or her tenure with Owner, any such interest, and if such interest is immediately disclosed to Owner, Owner may waive the prohibition contained in this subsection, provided, that any such present member, officer or employee shall not participate in any action by Owner relating to such contract, subcontract, or arrangement. Architect shall insert in each of their subcontracts, the following provision: "No member, officer, or employee of Owner during the term of this Agreement and for two years thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof."

36. Not used.

37. **Prohibited Gratuities.** Architect shall not offer or give a gratuity (e.g., an entertainment or gift) to any officer, official, or employee of the Owner, or the State of Florida.

38. **Architect's Logos.** Architect shall not place any of its company logos on any documents prepared for Owner.

39. **No Individual Liability.** No covenant or agreement contained in this Agreement shall be deemed to be the covenant or agreement of any individual officer, agent, employee, or representative of the Owner, in his or her individual capacity, and none of such persons shall be subject to any personal liability or accountability by reason of the execution of this Agreement, whether by virtue of any constitution, statute, or rule of law, or by the enforcement of any assessment or penalty, or otherwise. Further, Architect waives and releases any and all claims of any kind against the individual officers, agents, employees, and representatives of the Owner and the State of Florida.

40. **Electronic Signatures.** The parties agree that this Agreement and any amendments 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, Abode or DocuSign.

ARTICLE 9 SCOPE OF THE AGREEMENT

§ 9.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Architect.

§ 9.2 This Agreement is comprised of the following documents identified below:

.1 AIA Document B102™–2017, Standard Form Agreement Between Owner and Architect

.2 not used.

(Paragraph deleted)

.3 Exhibits:

(Check the appropriate box for any exhibits incorporated into this Agreement.)

AIA Document E204™–2017, Sustainable Projects Exhibit, dated as indicated below:
(Insert the date of the E204–2017 incorporated into this Agreement.)

Other Exhibits incorporated into this Agreement:
(Clearly identify any other exhibits incorporated into this Agreement.)

Exhibit "A" – Scope of Service

Exhibit "B" – Hourly Rates

Exhibit "C" – Audit Requirements

(Paragraphs deleted)

Exhibit "D" – DEO Funding Agreement

This Agreement entered into as of the day and year first written above.

OWNER (Signature)

ARCHITECT (Signature)

(Printed name and title)

(Printed name, title, and license number, if required)



Init.

Exhibit A

Scope of Services

for

IHMC Research Center

For

Design Criteria Professional

REVISION LOG

REVISION	DESCRIPTION OF CHANGE	RELEASE DATE
Basic	Initial Release	26/08/2020

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INTRODUCTION

1.1 Purpose

The purpose of this document is to list and define contract requirements for initial facility design criteria and programming services for an IHMC Research Center (Project) located in downtown Pensacola, FL.

1.2 Background

Space Florida (SF) 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. As Florida's aerospace economic development organization, Space Florida is committed to attracting and expanding the next generation of aerospace and related industry businesses.

The proposed Project will consist of an approximately 50,000 sq. ft multi-story research facility that may include the following spaces:

- Research Laboratories – Biological “wet” Laboratories, Human Physiological and Physical Performance Testing Laboratories
- Clinical Research Unit with Exam Rooms, Metabolic Kitchen, and Biospecimen Processing Laboratory
- 2-story Rehabilitation and Exercise Training Facility
- Human-Artificial Intelligence Machine Teaming Laboratory
- Laboratory Support Areas
- Administrative Areas
- Conference Rooms
- Sensitive Compartmented Information Facility (SCIF), for Classified Meetings and Cyber-Security.

Special equipment that may be included in the facility includes the following:

- Flight Simulator
- Shoot Simulator
- Metabolic Chamber
- Environmental Chamber
- Aquatic Therapy Pool
- Visual Vestibular Balance Device (VVBD)
- Reduced Oxygen Breathing Environment (ROBE)
- Magnetic Resonance Imaging Machine

1.3 Scope of Services

The Design Criteria Professional (DCP) shall develop a programming schedule for the initial space program for Project. DCP services shall include identification of priorities, values, and goals of the programming participants and working with designated stakeholders to confirm Project objectives. The services shall also include information gathering to define the program, establish specific spaces and relationships, develop

performance and design criteria, determine quantitative requirements, and develop a final program for Project requirements.

The DCP shall prepare, for SF's approval, a Final Programming Summary Report which shall include but is not limited to the following:

- Legal description of site with survey and elevation survey, if necessary
- Site development and utility requirements
- Building exterior shell and height requirements, consistent and cohesive with IHMC existing campus and surrounding neighborhood districts. The site is located within two districts, one being AC1 Historic District and one being CA2 Commercial District.
- Interior space requirements – required rooms, sizes; special equipment; and environmental, energy, security, and safety requirements; design for flexibility and to future-proof the program as research needs expand and contract.
- Room function and adjacencies – conceptual layouts
- Area square footages – allowance for circulation, storage and building total.
- Manufactured construction standards for all interior demising, non-fire rated, walls.
- Material quality standards
- Budget estimate to include the use of manufactured construction system for interior demising, non-fire rated, walls
- Tentative schedules – Design and Construction with Gantt Chart for the entire project to include the use of manufactured construction system
- In addition include all those requirements for a Design Criteria Package as defined in Florida Statutes Section 287.055(2)(j).

TERMINOLOGY

2.1 Acronyms and Abbreviations

Term	Meaning
CDRL	Contract Deliverables Requirement List
IHMC	Institute for Human and Machine Cognition
DCP	Design Criteria Professional
SCIF	Sensitive Compartmented Information Facility
SF	Space Florida
SoS	Scope of Services

3.0 GENERAL REQUIREMENTS

3.1 Scheduling

The DCP shall prepare and submit a programming schedule of tasks to be completed during the programming phase. The schedule shall serve as the baseline schedule and shall be presented during the programming kick-off meeting. Any changes to this schedule shall be discussed with and approved by the SF Project Manager.

The programming schedule should include the following:

- Start of Programming
- Key meetings and workshops

- Periods for gathering data and research information
- Site visits in Pensacola with research scientists
- Presentations
- Review of draft document
- Delivery of final document

The programming schedule should include three project review meetings:

1. At 30% complete
2. At 60% complete
3. At 100% complete

DCP to provide copies of in progress document five (5) days prior to review meeting.

3.2 Staffing

Develop a staffing plan that outlines the roles and responsibilities of each programming participant. The DCP shall designate a Contract Project Manager in writing and provide the name and contact information to the SF Project Manager or their designee. The Contract Project Manager shall have complete authority to act for the DCP in every detail during the term of the Contract. The Contract Project Manager is considered essential to the work being performed under this Contract. Before removing, replacing, or diverting the Contract Project Manager, the DCP shall:

- a. Notify the SF Project Manager two weeks in advance.
- b. Submit justification (including proposed substitutions) in sufficient detail to permit evaluation of the impact on this Contract.

4.0 REPORTS

4.1 Meeting Minutes

The DCP shall prepare meeting minutes and distribute them three (3) business days after meeting occurrence. Meeting minutes shall be submitted in electronic format and include the ability to submit and track discrepancies and corrections.

4.2 Programming Summary Report

The DCP shall prepare an outline of the Programming Summary Report and present outline during project kick-off meeting.

The Programming Summary Report shall include a one-page executive summary of the major points contained in the program. The summary should provide a quick understanding of the project description, scope, budget, and schedule. The DCP shall submit two hard copies and one electronic copy, PDF format, of the final Programming Summary Report. The Programming Summary Report shall include a Design Criteria Package meeting all the requirements of Florida Statutes Section 287.055(2)(j).

4.3 Invoice

The DCP shall submit invoices to SF on a monthly basis. Invoices shall include information substantiating request for payment including a monthly activity report.

5.0 DELIVERABLE SCHEDULE

5.1 General

In fulfillment of this effort, the DCP shall provide the following deliverables. All deliverables shall be submitted by electronic mail, confirmed returned receipt, to SF Contracts, contracts@spaceflorida.gov, with a cc: to the SF Project Manager.

Unless otherwise specified, the SF will have a maximum of ten (10) business days from the day the draft deliverable is received to review the document, provide comments back to the DCP, approve or disapprove the deliverable(s). The DCP will also have a maximum of ten (10) business days from the day comments are received to incorporate all changes and submit the final deliverable to SF. All days identified below are intended to be business days unless otherwise specified.

5.2 Contract Deliverable Requirement List (CDRL)

This list may not be all inclusive, the DCP is responsible for verifying all deliverables required in accordance with this Scope of Services.

Ref. Para.	Deliverable	Due	Frequency
1.3	Final Programming Summary Report	4 months AAC	As Required
3.1	Schedule	10 days after AAC	As Required
3.1	30% Program Summary Report	25 days AAC	Once
3.1	60% Program Summary Report	50 days AAC	Once
3.1	100% Program Summary Report	75 days AAC	As Required
3.2	Staffing Plan	WPR	Once
4.1	Meeting Minutes	3 days AMO	As Required
4.2	Outline of Programming Summary Report	2 weeks AAC	As Required
4.2	Final Programming Summary Report	After Approval of 100%	Once
4.3	Invoice		Monthly

AAC After Award of Contract
AMO After Meeting Occurrence
WPR With Proposal Response

Exhibit B – Hourly Rates



Init.

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Exhibit C – Audit Requirements

The administration of resources awarded through Space Florida ("SF") to Architect by this Agreement may be subject to audits and/or monitoring by SF and the Florida Department of Economic Opportunity ("DEO"). Architect shall comply with and cooperate with all audit requirements of the DEO to the same extent required of SF as set forth in the DEO Funding Agreement and its attachments attached as Exhibit D. The DEO audit requirements do not limit the authority of SF to conduct or arrange for the conduct of additional audits or evaluations or limit the authority of any state agency, inspector general, the Auditor General, or any other state official.

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Exhibit D – DEO Funding Agreement

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User Notes:

Placeholder for Exhibit D. This is last year's DEO Funding Agreement. The new DEO Funding Agreement when finalized, will be inserted at contract signing.

**AGREEMENT
BETWEEN
THE DEPARTMENT OF ECONOMIC
OPPORTUNITY AND
SPACE FLORIDA**

THIS FUNDING AND PROGRAM AGREEMENT ("Agreement") Number SB20-011 is made and entered into by and between the DEPARTMENT OF ECONOMIC OPPORTUNITY (DEO), and SPACE FLORIDA ("SF). DEO and SF are sometimes hereinafter referred to as a "Party" and collectively as the "Parties."

RECITALS

WHEREAS, the State of Florida (State) Legislature mandates specific funds and programs be directed by DEO to SF for program implementation, and requires DEO to include in each implementation agreement performance measures, standards, and sanctions. DEO is required to direct appropriated funds to SF through an agreement for the implementation of its core mission responsibilities and program implementation; and

WHEREAS, chapter 331, part II, Florida Statutes (F.S.), designates SF as the State's principal government space agency, responsible for space-related infrastructure development, industry recruitment, and education/research in partnership with Federal agencies and private industry; for providing leadership for development of space transportation infrastructure; and for implementation of space commercialization and development programs, including operation of SF and its facilities; and

WHEREAS, in accordance with line 2331 of the 2019 – 2020 General Appropriations Act, SF is provided funds from the General Revenue Fund for aerospace industry financing, business development, and infrastructure needs, of which \$2,000,000 may be used by SF for the operations and maintenance of the Shuttle Landing Facility (SLF). In relation to the SLF, SF's mission is to own, acquire, construct, reconstruct, equip, operate, maintain, extend, or improve transportation facilities appropriate to meet the transportation requirements of SF and activities conducted within spaceport territory; and

WHEREAS, DEO and SF desire to enter into this Agreement with regard to the implementation of the funding and programs described herein.

NOW, THEREFORE, in consideration of the mutual promises and agreements contained herein, the Parties agree as follows:

1. **PERFORMANCE**: SF shall perform the services specified herein in accordance with the terms and conditions of this Agreement and all attachments and exhibits attached hereto and incorporated herein.
2. **TYPE OF AGREEMENT**: This Agreement is a fixed price agreement.
3. **TERM**: This Agreement shall begin on July 1, 2019 (the "Effective Date") and shall end on June 30, 2020 unless earlier terminated pursuant to the terms hereof (the "Term"). DEO shall not pay SF's costs related to this Agreement outside of the Agreement Term. DEO may, in DEO's sole and absolute discretion, give SF an extension when necessary due to events beyond SF's control as determined by DEO in DEO's sole and absolute discretion, subject to both funds availability and SF's satisfactory performance of all duties and obligations hereunder, as determined by DEO in DEO's sole and absolute discretion. If this Agreement is extended beyond the original Agreement Term, SF shall submit to DEO reports, information and documents, and provide services, as required by law and this Agreement and as

requested by DEO to cover the extended Agreement period. Reports shall be submitted in accordance with the dates identified in this Agreement which may be outside of the Term of this Agreement.

4. AGREEMENT PAYMENT AND AVAILABILITY OF FUNDS: For State Fiscal Year 2019-2020, DEO shall pay SF up to, but not to exceed, \$6,000,000 in consideration for SF's performance and services pursuant to this Agreement. The State of Florida's and DEO's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature of the State of Florida for the specific purpose of funding DEO's obligations under this Agreement. The Legislature of the State shall have final authority as to both the availability of funds and what constitutes an "annual appropriation" of funds. The lack of appropriation or availability of funds shall not create a default by DEO under this Agreement, but DEO agrees to notify SF in writing at the earliest possible time when funds are not appropriated or available. In the event of a State revenue shortfall, the total funding may be reduced accordingly.

5. MANDATORY PROVISIONS:

- a. SF shall submit bills for fees or other compensation for services or expenses in detail sufficient for a proper pre-audit and post-audit thereof.
- b. DEO shall have the right to unilaterally cancel this Agreement for SF's refusal to allow public access to all documents, papers, letters or other materials made or received by SF in conjunction with this Agreement, unless the records are confidential or exempt from section (s.) 24(a) of Article I of the State Constitution and s. 119.07(1), F.S., or other applicable law.
- c. SF shall develop and implement programs and strategies, including but not limited to, those services, programs, activities and tasks as specified in Attachment I, *Scope of Work*, and this Agreement.
- d. SF shall perform all tasks for each state fiscal year as specified in Attachment I, *Scope of Work*, of this Agreement on or before June 30 of the corresponding state fiscal year. DEO shall not pay SF until: (1) DEO determines, in DEO's sole and absolute discretion, which determination shall not be unreasonably withheld, that a Deliverable is satisfactorily completed in accordance with this Agreement and the "Minimum Level of Service" as described herein in Attachment I, *Scope of Work*, and (2) SF gives written notice of the same. Reasons for excusable non-performance to be considered by DEO include, but are not limited to, uncontrollable circumstances, unfavorable external economic conditions, quarterly variations, establishment of new processes, including the transfer of programs, and allocation of resources to meet priority demands as determined by DEO in its sole and absolute discretion; which determination shall not be unreasonably withheld.
- e. SF's performance of the Deliverables as specified in Attachment I, *Scope of Work*, must occur on or before June 30 of the state fiscal year for which funds were appropriated.
- f. SF, and any of SF's contractors performing in furtherance of this Agreement, may only expend funding under this Agreement for allowable costs resulting from obligations incurred during the Agreement Term. To be eligible for reimbursement, costs must be in compliance with all laws, rules and regulations, including, but not limited to, to the extent applicable, the Reference Guide for State Expenditures:

(http://www.myfloridacfo.com/aadir/reference_guide/),

- f. SF shall refund to DEO any balance of unobligated funds which have been advanced or paid to SF.
- g. SF shall refund to DEO all funds paid in excess of the amount to which SF or any of SF's contractors performing in furtherance of this Agreement are entitled under the terms and conditions of this Agreement.
- h. This Agreement may not be renewed.
- i. Financial Consequences apply as specified in Attachment I, *Scope of Work*, if SF fails to perform the Minimum Level of Service for each Deliverable as required by this Agreement.

6. PAYMENT:

- a. Payments under this Agreement will be made to SF in accordance with applicable Florida laws and the General Appropriations Act. SF agrees that any funds appropriated by the Legislature to SF shall be expended pursuant to this Agreement in accordance with the specified funding categories. All payments shall be made in accordance with and subject to the terms of this Agreement, including but not limited to the Attachments, Article 9, *Termination*, Article 21, *Defaults, Sanctions and Remedies*, and Article 50, *Return or Recoupment of Funds*, as well as all applicable law.
- b. DEO will pay SF quarterly, as specified herein, specifically in Attachment VI, *Payment Schedule*, upon DEO's receipt and approval of: (1) an original invoice specifying SF's name, address, FEID number, the DEO Agreement Number, invoice number, invoice period, amount requested, and funding source; and (1) documentation as required by: (a) DEO in writing, (b) Attachment I, *Scope of Work* supporting the completed Minimum Level of Service for each deliverable, (c) Attachment IA, *Transparency Requirements*, reports and documentation, and (d) Attachment II, *Reports*; for the period for which payment is being requested. Payment does not become due under the Agreement until DEO accepts and approves the invoiced deliverable(s) and any required or requested report(s), supporting documentation and information.
- c. For the submission of all payment documentation as referenced directly above in Article 6, *Payment*, paragraph b., DEO shall review and communicate to SF in writing any deficiencies, as determined by DEO in DEO's sole and absolute discretion, in the payment documentation. Any such deficiencies shall be resolved in accordance with Article 21, *Defaults, Sanctions and Remedies*, the terms of this Agreement and applicable law.
- d. SF shall submit with SF's fourth quarter invoice, a final reconciliation report of all State funds expended under this Agreement on or before August 30 of each year. The report shall include a comparison of the total funds expended during the most recently completed state fiscal year with the original budget submitted by SF at the beginning of the same state fiscal year, and indicate any unobligated funds that must be returned to the State. The report shall be submitted to DEO on or before August 30 of each year.
- e. SF shall submit the final invoice for payment to DEO no later than seventy (70) calendar days after the Term end date or the termination date. If SF fails to do so, DEO, in DEO's sole and absolute discretion, may refuse to honor any requests submitted after this time period and may consider SF to have forfeited any and all rights to payment under this Agreement.

7. REPORTS:

a. SF shall submit to DEO all reports, documents, materials, and information, as requested by DEO or required by law or this Agreement, including but not limited to those specified in Attachments I, IA, II, IV, and V.

b. DEO shall review and communicate to SF in writing any deficiencies, as determined by DEO in DEO's sole and absolute discretion, in any requested or required reports, information or documentation required by law or this Agreement. Any such deficiencies shall be resolved in accordance with Article 21, *Defaults Sanctions and Remedies*, the terms of this Agreement and applicable law.

c. If this Agreement is extended beyond the original Agreement Term, SF shall submit to DEO all documents, reports, and provide all services to cover the extended agreement period as required by the terms of that extension and this Agreement, including but not limited to those specified in Attachments I, IA, II, IV and requested by DEO.

8. DISSOLUTION OF THE DISTRICT: In the event of dissolution of SF, the dissolved entity's assets, after all SF's legal liabilities and obligations have been paid or adequate provisions have been made and all applicable provisions of chapters 189 and 331 have been adhered to, shall revert to the State of Florida.

9. TERMINATION:

a. **Termination Due to the Lack of Funds:** In the event State funds upon which this Agreement is dependent are withdrawn or redirected by the State, DEO may terminate this Agreement. The State shall be the final authority as to the availability of funds. DEO will not reallocate funds earmarked for this Agreement to another program thus causing "lack of funds." In the event of termination of this Agreement under this provision, SF will be compensated for any work satisfactorily completed prior to notification of termination.

b. **Termination for Cause:** DEO may terminate the Agreement upon no less than fifteen (15) calendar days written notice to SF and after the cure provision provided in Article 21.c., below, if, in DEO's sole and absolute discretion, SF: (1) fails to deliver the services within the time specified in the Agreement or any extension; (2) fails to maintain adequate progress, thus endangering performance of the Agreement as determined by DEO in DEO's sole and absolute discretion; (3) materially breaches of any term(s) of this Agreement; (4) or any of SF's employees or agents commits material fraud or willful misconduct in connection with this Agreement or the transactions contemplated hereby; or (5) any of SF's employees or agents fails to abide by any material statutory, regulatory, or licensing requirement applicable to this Agreement or the transactions contemplated hereby in performance of this Agreement. SF shall continue to perform any work not terminated. The rights and remedies of DEO in this clause are in addition to any other rights and remedies provided by law or under the Agreement. SF shall not be entitled to recover from DEO any cancellation charges or lost profits as a result of such a termination or otherwise.

10. MINORITY AND SERVICE-DISABLED VETERAN BUSINESS ENTERPRISES:

a. SF is encouraged to use Florida's minority and service-disabled veteran businesses as contractors or vendors under this Agreement. The Certified Vendor Directory can be accessed from the website of DEO of Management Services, Office of Supplier Diversity located at:

http://www.dms.myflorida.com/other_programs/office_of_supplier_diversity_osd

b. SF shall report on a quarterly basis, using a form provided by DEO, its expenditures with minority and service-disabled veteran businesses. The report shall contain the names and addresses of the minority and service-disabled veteran businesses; the aggregate dollar figure disbursed that quarter for each business; the time period; type of goods or services; and the applicable code. If no expenditures were made to minority and service-disabled veteran businesses, SF shall submit the form marked "none." The quarterly report shall also include copies of invoices or a computer printout verifying the data reported. If no expenditures were made to such businesses, SF shall submit the form marked "none." The quarterly report, and required backup documentation, shall be submitted to DEO within 10 working days following the end of the quarter.

11. SUBCONTRACTS:

a. SF may, as appropriate and in compliance with applicable law, subcontract the performance of the services set forth in this Agreement, including entering into subcontracts with vendors for services and commodities; provided, however, that SF shall be solely liable to the subcontractor for all expenses and liabilities incurred under any subcontract. SF shall not enter into subcontracts in which DEO could be held liable to a subcontractor for any expenses or liabilities. SF shall require all subcontractors to indemnify, defend and hold DEO harmless for any liabilities incurred under any of the subcontracts entered into by SF under this Agreement. SF shall be liable for all work performed and all expenses incurred as a result of any subcontract.

b. Any and all subcontracts that SF executes with a recipient under this Agreement when such person or organization (1) receives State financial assistance, as defined in 215.97, F.S., and (2) agrees to perform economic development services or similar business assistance services on behalf of SF, shall include provisions requiring that such person or organization report on performance, and account for proper use of funds provided under the subcontract (including the provision of audit rights pursuant to Attachment IV, *Audit Requirements*, when applicable). SF agrees to coordinate with other components of State and local economic development systems, and avoid duplication of existing State and local services and activities.

c. Any and all subcontracts that SF executes with a person or organization shall include provisions whereby SF and the subcontractors agree to abide by all Federal, State, and local laws.

d. SF will provide DEO with a list of all material subcontracts, which means those entered into necessary to the performance of SF's functions and duties related to this Agreement. SF need not provide, unless specifically requested by DEO with reasonable notice, non-material subcontracts entered into for the normal operation of SF.

e. Upon prior written notice of same to SF, SF shall not object to any of the State of Florida's assignment or transfer of its rights, duties, or obligations under this Agreement to another governmental agency in the State of Florida. This Agreement shall bind the successors, assigns, and legal representatives of SF and of any legal entity that succeeds to the obligations of the State of Florida.

f. In accordance with s. 287.0585, F.S., unless otherwise agreed upon in writing between SF and contractor, SF shall pay each contractor performing under in this Agreement within seven (7) working days of receiving DEO's full or partial payments. SF's failure to comply with the immediately preceding sentence shall result in a penalty charged against SF and paid to the contractor in the amount of one-half of one percent of the amount due per day from the expiration of the period allowed herein for payment. Such penalty shall be in addition to actual payments owed and shall not exceed 15% of the outstanding balance due that contractor.

12. INDEPENDENT CAPACITY OF CONTRACTOR:

a. The Parties agree that SF, its officers, agents, and employees, in performance of this Agreement, shall act in the capacity of an independent contractor. Neither SF, nor any of its employees or agents, shall be entitled to receive any benefits of State employment, including retirement benefits or any other rights or privileges connected with employment in the State Career Service System. SF agrees to take such steps as may be necessary to ensure that each subcontractor of SF will be deemed to be an independent contractor and will not be considered or permitted to be an agent of the State of Florida.

b. SF shall not pledge the State of Florida's nor DEO's credit nor make the State of Florida or DEO a guarantor of payment or surety for any contract, debt, obligation, judgment lien, or any form of indebtedness.

c. At all times during this Agreement, SF shall comply with the reporting and Reemployment Assistance contribution payment requirements of chapter 443, F.S.

13. LIABILITY: To the fullest extent permitted by law, DEO shall not assume any liability for the acts, omissions to act, or negligence of SF, its agents, contractors, subcontractors, grantees, subgrantees, servants, or employees. In all instances, SF shall be responsible for any injury or property damage resulting from any activities conducted by SF. No Party shall be liable to another for special, indirect, punitive, or consequential damages, including lost data or records, even if the Party has been advised that such damages are possible.

14. INDEMNIFICATION:

a. To the fullest extent permitted by law, SF, shall fully indemnify, defend, and hold harmless DEO from and against suits, actions, damages and costs of every name and description, including attorneys' fees, arising from or relating to personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by SF, its agents, employees, partners or subcontractors within the context of this Agreement; provided, however, that SF shall not indemnify DEO for DEO's negligence or assume any liability for DEO's negligence. Without exception, SF, will indemnify and hold harmless the State of Florida and its employees and agents from liability of any nature or kind, including costs and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured by SF.

b. At DEO's election and upon notification to SF, SF shall assume the defense or settlement of any third-party claim arising under this Agreement with counsel reasonably satisfactory to DEO; provided, however, that SF shall not settle or compromise any such claim in an amount over \$10,000 without DEO's prior written consent. Notwithstanding the foregoing, (a) DEO shall have the right, but not the obligation, at DEO's option and expense, to participate fully in the defense or settlement of any third-party claim; and (b) if SF 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) DEO 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 SF, and (ii) SF shall be bound by any defense or settlement that DEO may make as to such claim. DEO shall also be entitled to join SF in any third-party claim for the purpose of enforcing any right of indemnity hereunder.

15. PATENTS, COPYRIGHTS, AND ROYALTIES: If any patentable discovery or invention arises or is developed by SF in the course or as a result of work or services performed under this Agreement, SF shall provide written notification to DEO of the discovery or invention. The Parties agree that trademarked or copyrightable materials such as books, films, logos, music, art, or other artistic or intellectual property may be created, developed, licensed, owned, assigned, or transferred in the course of or as a result of work or services performed by SF or SF's subcontractors under this Agreement without notification or consent of DEO.

16. RESPONSIBILITIES OF GOVERNING BOARD OR AUTHORITIES: The Parties agree that any information, including updates, reports, publications, studies, and any and all reasonably requested information, that is required by Federal, State, or local law shall be approved by those persons having the authority to do so prior to submission, and shall be signed only by those persons having the legal authority to do so or appropriately ratified by such an authority.

17. AUDITS AND RECORDS:

a. Representatives of DEO, the Chief Financial Officer of the State of Florida, the Auditor General of the State of Florida, the Florida Office of Program Policy Analysis and Government Accountability or representatives of the Federal government and their duly authorized representatives shall have access to any of SF's books, documents, papers, and records, including electronic storage media, as they may relate to this Agreement, for the purposes of conducting audits or examinations or making excerpts or transcriptions.

b. SF shall retain and maintain for a period of five years all records and make such records available for an audit as may be requested. Records shall 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 program costs expended in the performance of 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, or other personnel authorized by DEO and copies of the records shall be delivered to DEO upon request.

c. SF agrees to reimburse the State with State funds for the reasonable costs of investigation incurred by the Inspector General, State Auditor General or other authorized State official or agent for investigations of SF's compliance with the terms of this agreement between SF and the State which results in disallowed costs. Such reasonable costs shall include, but shall not be limited to: salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. SF understands and will comply with the requirements of s. 20.055(5), F.S., including but not necessarily limited to, the duty of SF and any of SF's subcontractors to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant to s. 20.055, F.S.

d. SF agrees to comply with all statutorily applicable audit requirements of sections 215.97 and 17.03, F.S., and those found in Attachment IV, *Audit Requirements*. This provision is applicable because SF qualifies as a nonstate entity as defined in s. 215.97(2)(n), F.S. The applicable rules of the Auditor General referenced in Attachment IV, *Audit Requirements*, shall include those set forth in chapter 10.700 (certain non-profit organizations), as amended.

e. SF shall include the record keeping requirements described above in all subcontracts with subrecipients of State funds according to s. 215.97, F.S. For purposes of this Agreement, "subrecipient" shall be defined in accordance with s. 215.97(2)(y), F.S.

f. SF shall maintain financial records related to funds paid by SF to any parties for work on the matters that are the subject of this Agreement as required by law. As applicable, SF shall submit a written independent audit report to DEO specifically covering the period of Agreement expenditures pursuant to sections 215.97 and 11.45, F. S., and other relevant laws.

g. SF must provide copies of any audit referencing this Agreement, the audit transmittal letter, and any response to such audit to DEO within 30 days of receipt by SF.

h. Within 60 calendar days of the close of SF's fiscal year, on an annual basis, SF shall electronically submit a completed Audit Compliance Certification (a version of this certification is attached hereto as Attachment V) to audit@deo.myflorida.com. SF's timely submittal of one completed Audit Compliance Certification for each applicable fiscal year will fulfill this requirement within all agreements (e.g., subcontracts, subgrants, memorandums of understanding, memorandums of agreement, economic incentive award agreements, etc.) between DEO and SF.

i. SF shall (i) maintain all funds SF receives pursuant to this Agreement in bank accounts separate from its other operating or other special purposes accounts, or (ii) expressly designate in SF's business records and accounting system, maintained in good faith and in the regular course of business, that such funds originated from this Agreement. SF shall not commingle the funds provided under this Agreement with any other funds, projects, or programs. DEO may, in its sole and absolute discretion, disallow costs that result from purchases made with commingled funds.

18. ACCESS TO RECORDS AND PUBLIC RECORDS REQUIREMENTS:

a. SF shall keep and maintain public records required by DEO to perform SF's responsibilities hereunder. SF, upon request from DEO's custodian of public records, provide DEO with a copy of the requested records or allow the records to be inspected or copied within a reasonable time per the cost structure provided in chapter 119, F.S., and in accordance with all other requirements of chapter 119, F.S., or as otherwise provided by law. Should SF cease operations or cease receiving State appropriations, SF shall transfer, at no cost, to DEO all public records in possession of SF or keep and maintain public records required by DEO to perform the service. If SF keeps and maintains public records upon completion of the Agreement, SF shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to DEO, upon request from DEO's custodian of records, in a format that is compatible with the information technology systems of DEO.

b. If DEO does not possess a record requested through a public records request, DEO shall notify SF of the request as soon as practicable, and SF must provide the records to DEO or allow the records to be inspected or copied within a reasonable time. Subject to paragraph e. of this section, if SF does not comply with DEO's request for records, DEO shall enforce the provisions set forth in this Agreement. If SF fails to provide public records to DEO within a reasonable time it may be subject to penalties under s. 119.10, F.S.

c. DEO does not endorse any SF commodity, or service.

d. SF acknowledges that DEO is subject to the provisions of chapter 119, F.S., relating to public records and that reports, invoices, and other documents SF submits to DEO under this Agreement may constitute public records under the Florida Statutes. SF shall cooperate with DEO regarding DEO's efforts to comply with the requirements of chapter 119, F.S.

e. If SF submits records to DEO that are confidential and exempt from public disclosure, such records

should be identified as such by SF prior to submittal to DEO. Failure to identify the legal basis for each exemption from the requirements of chapter 119, F.S., prior to submittal of the record to DEO serves as SF's waiver of a claim of exemption. Pursuant to s. 331.326, F.S., any information held by SF which is a trade secret, as defined in s. 812.081, including trade secrets of SF, any spaceport user, or the space industry business, is confidential and exempt from s. 119.07(1) and s. 24(a) Art. I of the State Constitution and may not be disclosed. If SF determines that any information requested by the public will reveal a trade secret, it shall, in writing, inform the person making the request of that determination. Any records submitted to DEO by SF that are confidential and exempt as a trade secret should be marked accordingly by SF prior to submission to DEO. SF shall 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 SF does not transfer the records to DEO upon termination of the Agreement.

f. SF shall allow public access to all records made or received by SF in conjunction with this Agreement, unless the records are exempt or confidential from s. 24(a) of Article I of the State Constitution and s. 119.07(1), F.S. For records made or received by SF in conjunction with this Agreement, SF shall respond to requests to inspect or copy such records in accordance with chapter 119, F.S.

g. In addition to SF's responsibility to directly respond to each request it receives for records made or received by SF in conjunction with this Agreement and to provide the applicable public records in response to such request, SF shall notify DEO of the receipt and content of such request by sending an e-mail to PRRequest@deo.myflorida.com within two working days from receipt of such request.

h. SF shall notify DEO verbally within two working days and in writing within three working days if any data in SF's possession related to this Agreement is subpoenaed or improperly used, copied, or removed (except in the ordinary course of business) by anyone except an authorized representative of DEO. SF shall cooperate with DEO in taking all steps as DEO deems advisable to prevent misuse, regain possession, and/or otherwise protect the State's rights and the data subject's privacy.

i. IF SPACE FLORIDA HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, F.S., TO SF'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS by telephone at 850-245-7140, via e-mail at PRRequest@deo.myflorida.com, or by mail at Department of Economic Opportunity, Public Records Coordinator, 107 East Madison Street, Caldwell Building, Tallahassee, Florida 32399-4128.

19. GOVERNING LAW: This Agreement is executed and entered into in the State of Florida, and shall be construed, performed, and enforced in all respects in accordance with the laws and rules of the State of Florida. Without limiting other provisions of this Agreement, including but without limitation, Article 22, *Dispute Resolution*, the exclusive venue of any legal or equitable action that arises out of or relates to the Agreement shall be the appropriate court in Leon County, Florida; in any such action, the Parties waive any right to jury trial. Should any term of this Agreement conflict with any applicable law, rule, or regulation, the applicable law, rule, or regulation shall control over the provisions of this Agreement.

20. STRICT COMPLIANCE: SF agrees that all acts to be performed by it in connection with this Agreement must be performed in strict conformity with all local, State and Federal laws and regulations.

21. DEFAULTS, SANCTIONS AND REMEDIES:

a. If SF fails to comply with any of the terms of this Agreement, DEO may exercise any remedies

available at law or in equity, including but without limitation, the right to (i) impose sanctions as Financial Consequences, as described Attachment III, *Sanctions*, (ii) impose Financial Consequences which withhold, pro-rate, and/or reduce payments as provided in Attachment I, *Scope of Work*, (iii) withhold payment(s) as described below in Article 21.b., or (iv) terminate this Agreement in accordance with Article 9, *Termination*, of this Agreement.

b. Notwithstanding any other provision in this Agreement, DEO has the right but not the obligation, to withhold all or any portion of payment(s) to SF for Incomplete, insufficient, or non-submittal, as determined by DEO in DEO's sole and absolute discretion, of any document(s), certification(s), or information required by Attachment IA, *Transparency Requirements*, of this Agreement. Any such deficiency is a default, as described directly below in Article 21.c., and shall be resolved as such; any withheld funds will not be remitted to SF until all such deficiencies are cured to DEO's satisfaction.

c. Except as otherwise provided herein, if SF defaults in the performance of any duty, obligation, covenant, or agreement imposed on SF or made by SF in this Agreement or by law, as determined by DEO in DEO's sole and absolute discretion, then DEO shall provide written notice of the default to SF. If DEO has not determined that the default needs to be cured earlier, SF shall have 30 calendar days following the date of notice of default, either to cure the default or to demonstrate to the satisfaction of DEO that corrective action has been taken and will likely result in curing the default within a period of time that DEO agrees is reasonable. If SF fails to cure the default within the timeframe established, whether immediately or otherwise, or make such a demonstration to the satisfaction of DEO that corrective action has been taken, DEO may exercise any remedy available to it under the law or in equity, including, without limitation, the right to terminate this Agreement in accordance with Article 9, *Termination*, of this Agreement.

d. Except as otherwise provided herein or otherwise agreed to in writing or required by law, following the termination of this Agreement, all funds which, as of the date of termination, DEO previously provided to SF but are not yet expended by SF, shall revert to the State of Florida General Revenue Fund.

22. DISPUTE RESOLUTION: The Parties agree they will seek to resolve any disputes between them regarding their responsibilities as soon as possible and at the lowest level reasonable, in order to conserve the resources of the Parties. The Parties further agree to use their best efforts to assure speedy and non-confrontational resolution of any and all disputes between them. If informal efforts are unsuccessful, the Parties agree to engage a mutually accepted volunteer mediator to assist them in resolving any outstanding issues. If, within a reasonable time after engaging a mutually accepted volunteer mediator, the Parties are unable to resolve any outstanding issues, the Parties agree that formal resolution, including but not limited to any remedies available at law or in equity may be sought. This Article shall not be construed as a limitation on any other provisions herein, including Article 14, *Indemnification*, or Article 21, *Defaults, Sanctions and Remedies*.

23. FORCE MAJEURE AND NOTICE OF DELAY FROM FORCE MAJEURE: 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. If the delay is excusable under this paragraph, the delay will not result in any additional charge or cost under the Agreement to either Party. In the case of any delay SF believes is excusable under

this paragraph, SF shall notify DEO 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 SF could reasonably foresee that a delay could occur as a result; or (2) within five calendar days after the date SF first had reason to believe that a delay could result, if the delay is not reasonably foreseeable. **THE FOREGOING SHALL CONSTITUTE SF'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY.** Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. DEO, in its sole discretion, will determine if the delay is excusable under this paragraph and will notify SF of its decision in writing. No claim for damages, other than for an extension of time, shall be asserted against DEO. SF shall not be entitled to an increase in the Agreement price or payment of any kind from DEO 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. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist, SF shall perform at no increased cost, unless DEO determines, in its sole discretion, that the delay will significantly impair the value of the Agreement to DEO or the State, in which case, DEO may do any or all of the following: (1) accept allocated performance or deliveries from SF, provided that SF grants preferential treatment to DEO with respect to products or services subjected to allocation; (2) purchase from other sources (without recourse to and by SF 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.

24. SEVERABILITY: If any term or provision of this Agreement is found by a court of competent jurisdiction to be illegal, invalid, or unenforceable, then such term or provision shall be severed from this Agreement. This Agreement and the rights and obligations of the Parties shall be construed as if this Agreement did not contain such severed term or provision, and this Agreement otherwise shall remain in full force and effect.

25. BUDGET: Prior to the execution of this Agreement, SF shall submit to DEO for review, a 2019-2020 detailed operating budget specifying the use of State funds related to this Agreement.

26. DISCRIMINATORY VENDOR: SF shall disclose to DEO if it or any of its affiliates, as defined by s. 287.134(1)(a.), F.S., appears on the discriminatory vendor list. An entity or affiliate placed on the discriminatory vendor list pursuant to s. 287.134, F.S., may not: (1) submit a bid, proposal, or reply on a contract or agreement to provide any goods or services to a public entity; (2) submit a bid, proposal, or reply on a contract or agreement with a public entity for the construction or repair of a public building or public work; (3) submit bids, proposals, or replies on leases of real property to a public entity; (4) be awarded or perform work as a contractor, subcontractor, grantee, supplier, sub-grantee, or consultant under a contract or agreement with any public entity; or (5) transact business with any public entity. SF affirms that it is aware of the provisions of s. 287.134(2) (a), F.S., and that at no time has SF been placed on the Discriminatory Vendor List. SF further agrees that it shall not violate such law. SF shall insert a provision in accordance with this Article, in all subcontracts for services in relation to this Agreement.

27. NON-DISCRIMINATION: SF 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, handicap, national origin, or marital status. SF shall insert a provision in accordance with this Article, in all subcontracts for services in relation to this Agreement.

28. HARASSMENT-FREE WORKPLACE: SF shall provide a harassment-free workplace, with any allegation of harassment given priority attention and action by management. SF shall insert a provision in accordance with this Article, in all subcontracts for services in relation to this Agreement.

29. PUBLIC ENTITY CRIMES AND CONVICTED VENDORS: SF affirms that it is aware of the provisions of s. 287.133(2) (a), F.S., and that at no time has SF, ~~its employees performing under this Agreement or any of its affiliates~~, been convicted of a Public Entity Crime. SF 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 the termination of this Agreement in accordance with s. 287.133(4), F.S. SF shall disclose to DEO if it or any of its affiliates, as defined in s. 287.133(1)(a), F.S., is on the convicted vendor list. A person or affiliate placed on the convicted vendor list following a conviction for a public entity crime is prohibited from performing under this Agreement for a period of 36 months from the date of being placed on the convicted vendor list. SF shall insert a provision in accordance with this Article in all contracts for services in relation to this Agreement.

30. EMPLOYMENT ELIGIBILITY VERIFICATION:

a. Executive Order 11-116, signed May 27, 2011, by the Governor of Florida, requires DEO contracts in excess of nominal value to expressly require SF to:

1. Utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by SF during the Agreement term; and,
2. Include in all subcontracts under this Agreement, the requirement that subcontractors performing work or providing services pursuant to this Agreement utilize the E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the term of the subcontract.

b. **E-Verify** is an Internet-based system that allows an employer, using information reported on an employee's Form I-9, Employment Eligibility Verification, to determine the eligibility of all new employees hired to work in the United States after the effective date of the required Memorandum of Understanding (MOU); the responsibilities and elections of Federal contractors, however, may vary, as stated in Article II.D.1.c., of the MOU. There is no charge to employers to use E-Verify. DEO of Homeland Security's E-Verify system can be found at:

http://www.dhs.gov/files/programs/gc_1185221678150.shtm

c. If SF does not have an E-Verify MOU in effect, SF must enroll in the E-Verify system prior to hiring any new employee after the effective date of this Agreement.

31. LOBBYING:

a. SF shall not use any State financial assistance, as defined in s. 215.971, F.S., received pursuant to this Agreement, for lobbying the Legislature, the judicial branch, or any State agency. Pursuant to s. 11.062, F.S., SF shall insert a provision in accordance with this Article in its subcontracts for services in relation to this Agreement, to the extent that State financial assistance is received by such contractors pursuant to those subcontracts, and only to the extent of such State financial assistance.

b. SF will notify DEO in writing within 24 business hours of any request for testimony or SF's official participation in Congressional, Legislative, and other State or Federal hearings, agency meetings, committees, task forces, or the like.

32. ATTORNEY FEES: Unless authorized by law and agreed to in writing by DEO, DEO shall not be liable to pay attorney fees, interest, or cost of collection in conjunction with this Agreement.

33. ASSIGNMENTS:

a. Except as otherwise provided in this Agreement, neither party may assign, delegate, nor otherwise transfer its rights, duties, or obligations under this Agreement without the prior written consent of the other Party, which consent will not be unreasonably withheld. Any assignment, delegation, or transfer in violation of this Article is void *ab initio*. SF hereby agrees that SF shall remain responsible for all work performed and all expenses incurred in connection with this Agreement, regardless of an assignment, delegation, or transfer.

b. DEO shall at all times be entitled to assign or transfer its rights, duties, or obligations under this Agreement to another governmental agency in the State of Florida, upon giving 90 days prior written notice to SF.

34. AGREEMENT MANAGERS: The following Agreement Managers are appointed by the Parties to facilitate the terms of this Agreement:

SF's Agreement Manager:	DEO's Agreement Manager:
Desiree Mayfield	Ryan Fierst
505 Odyssey Way, Suite 300	107 East Madison Street, MSC 80
Exploration Park, Florida 32953	Caldwell Building, Tallahassee, Florida 32399
(321) 730-5301 X237	(850) 717-8962
Fax (321) 730-5307	Fax (850) 410-4770
Email: dmayfield@spaceflorida.gov	Email: Ryan.Fierst@deo.myflorida.com

In the event that any of the information provided in above changes, including the designation of a new Agreement Manager, after the execution of this Agreement, the Party making such change will notify all other Parties in writing of such change. Such changes shall not require a formal amendment to the Agreement.

35. NOTICES: The contact information provided in accordance with Article 34, *Agreement Managers*, shall be used by the Parties for all communications under this Agreement. Where the term "written notice" is used to specify a notice requirement herein, said notice shall be deemed to have been given (i) when personally delivered; (ii) when transmitted via facsimile with confirmation of receipt or email with confirmation of receipt if the sender on the same day sends a confirming copy of such notice by a recognized overnight delivery service (charges prepaid); (iii) the day following the day (except if not a business day then the next business day) on which the same has been delivered prepaid to a recognized overnight delivery service; or (iv) the third business day following the day on which the same is sent by certified or registered mail, postage prepaid, with return receipt.

If SF becomes certain that it will be unable to make use of a material sum of the funds appropriated, SF shall provide written notice of such to DEO within 10 working days of SF's discovery.

36. AMENDMENT AND MODIFICATION: If, in DEO's sole and absolute determination, changes to this Agreement are necessitated by law or otherwise, DEO may at any time, with written notice of all such changes to SF, modify the Agreement within its original scope and purpose. SF shall be responsible for any due diligence necessary to determine the impact of the modification. Any modification of this Agreement requested by SF must be in writing and duly signed by all Parties in order to be enforceable.

37. ATTACHMENTS: Attached to and made a part of this Agreement are the following Attachments and Exhibit; each of which are incorporated into and are an integral part of this Agreement:

Attachment I	Scope of Work
Attachment IA	Transparency
Requirements Attachment II	Reports
Attachment III	Sanctions
Attachment IV	Audit Requirements
Exhibit 1	to Attachment IV
Attachment V	Audit Compliance Certification
Attachment VI	Payment Schedule

38. SF VENDORS ON SCRUTINIZED COMPANIES LISTS:

a. SF agrees to insert the following provision in all contracts, subcontracts, grants, subgrants, and agreements using funds from this Agreement:

“By executing this Agreement, [INSERT SUBCONTRACTOR’S LEGAL ENTITY NAME] certifies that it is not: (1) listed on the Scrutinized Companies that Boycott Israel List, created pursuant to section 215.4725, 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, Florida Statutes, or (4) engaged in business operations in Cuba or Syria. Pursuant to section 287.135(5), Florida Statutes, SPACE FLORIDA may immediately terminate this Agreement for cause if [SUBCONTRACTOR] is found to have submitted a false certification as to the above or if [SUBCONTRACTOR] 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 [SUBCONTRACTOR] has submitted a false certification, SPACE FLORIDA will provide written notice to [SUBCONTRACTOR]. Unless [SUBCONTRACTOR] 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 [SUBCONTRACTOR]. 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 [SUBCONTRACTOR], and [SUBCONTRACTOR] 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 [SUBCONTRACTOR].”

b. If federal law ceases to authorize the states to adopt and enforce the contracting prohibition identified in this Article 38, this Article 38 shall be null and void.

39. DUTY OF CONTINUING DISCLOSURE OF LEGAL PROCEEDINGS: Prior to execution of this Agreement, SF must disclose to DEO in a written statement material or on-going civil or criminal litigation, arbitration or administrative proceedings involving SF’s use of State of Florida state financial assistance (collectively “Proceedings”). Thereafter, SF has a continuing duty to promptly disclose all such Proceedings upon occurrence. Details of settlements that are prevented from disclosure by the terms of the settlement may be annotated as such. SF shall promptly notify DEO of any Proceeding relating to or affecting the SF. If the existence of such Proceeding causes DEO concern about SF’s ability to perform the Agreement, then

upon DEO's request, SF shall provide DEO with written reasonable assurances of performance by SF, as applicable.

40. LITIGATION; COMPLIANCE WITH LAWS: SF warrants and represents that no criminal investigation, criminal prosecution, imposition of criminal or civil fines and penalties, or any similar proceeding of or before any governmental authority is pending or, to the knowledge of SF, threatened by or against SF or any of its officers, senior executives or their respective affiliates. No permanent injunction, temporary restraining order or similar decree has been issued against SF or any of officers, senior executives or their respective affiliates which, individually or in the aggregate, could reasonably be expected to have a material and adverse effect on the business, assets, operations, or financial condition of SF, or SF's ability to perform its obligations under this Agreement. Neither SF, its officers, senior executives or their respective affiliates, nor any of its material properties or assets has in the last three years been in violation of, nor will the continued operations of its material properties and assets as currently conducted, violate any law, rule, or regulation applicable to SF, or is in default with respect to any judgment, writ, injunction, decree, or order applicable to SF, its officers, senior executives or their respective affiliates, of any governmental authority, in each case, where such violation or default could, individually or in the aggregate, reasonably be expected to result in a material and adverse effect on the business, assets, operations, or financial condition of SF'S ability to perform its obligations under this Agreement or constitutes a crime under the laws of the United States or the State of Florida. Additionally, SF warrants and represents that, to the best of its knowledge, there is no pending or threatened action, proceeding, or investigation, or any other legal or financial condition, that would in any way prohibit, restrain, or diminish SF's ability to satisfy its Agreement obligations. SF shall immediately notify DEO in writing if its ability to perform is compromised in any manner during the term of the Agreement.

41. INSURANCE:

a. During the Agreement, including the initial Agreement term and extensions, SF, at its sole expense, shall maintain insurance coverage of such types and with such terms and limits required in subsection c, below. Providing and maintaining adequate insurance coverage is a material obligation of SF, and failure to maintain such coverage may void the Agreement, at DEO's sole and absolute discretion, after DEO's review of SF's insurance coverage when SF is unable to comply with DEO's requests concerning additional appropriate and necessary insurance coverage. The limits of coverage under each policy maintained by SF shall not be interpreted as limiting SF's liability and obligations under the Agreement. All insurance policies shall be through insurers licensed and authorized to write policies in Florida.

b. Upon execution of this Agreement, SF shall provide DEO written verification of the existence and amount for each type of applicable insurance coverage. Within 30 calendar days of the effective date of the Agreement, SF shall furnish DEO proof of applicable insurance coverage by standard ACORD form certificates of insurance. In the event that an insurer cancels any applicable coverage for any reason, SF shall immediately notify DEO of such cancellation and shall obtain adequate replacement coverage conforming to the requirements herein and provide proof of such replacement coverage within 15 business days after the cancellation of coverage. Copies of new insurance certificates must be provided to DEO's Agreement Manager with each insurance renewal.

c. SF shall obtain the following types of insurance policies.

1. **Commercial General Liability Insurance:** Unless SF is a State agency or subdivision as defined by s. 768.28(2), F.S., SF shall provide adequate commercial general liability insurance coverage and hold such liability insurance at all times during this Agreement. A self-insurance

program established and operating under the laws of the State of Florida may provide such coverage.

2. **Workers' Compensation and Employer's Liability Insurance:** SF, at all times during the Agreement, at its sole expense, shall provide commercial insurance of such a type and with such terms and limits as may be reasonably associated with the Agreement, which, as a minimum, shall be: workers' compensation and employer's liability insurance in accordance with chapter 440, F.S., with minimum employer's liability limits of \$100,000 per accident, \$100,000 per person, and \$500,000 policy aggregate. Such policy shall cover all employees engaged in any Agreement work.

42. CONFIDENTIALITY AND SAFEGUARDING INFORMATION:

a. Each Party may have access to confidential information made available by the other. The provisions of the Florida Public Records Act, chapter 119, F.S., and other applicable State and Federal laws will govern disclosure of any confidential information received by the State of Florida and SF.

b. SF must implement procedures to ensure the appropriate protection and confidentiality of all data, files, and records related to this Agreement, if any.

c. Except as necessary to fulfill the terms of this Agreement and with the permission of DEO, SF shall not divulge to third parties any information which is confidential or exempt from the Florida Public Records Act or other applicable Federal Laws obtained by SF or its agents, distributors, resellers, subcontractors, officers, or employees in the course of performing Agreement work, including, but not limited to, security procedures, business operations information, or commercial proprietary information in the possession of the State or DEO.

d. SF shall immediately notify DEO in writing when SF, its employees, agents, or representatives become aware of an inadvertent disclosure of DEO's unsecured confidential information in violation of the terms of this Agreement. SF shall report to DEO any Security Incidents of which it becomes aware, including incidents subcontractors or agents reported to Grantee. For purposes of this Agreement, "Security Incident" means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of DEO information in SF's possession or electronic interference with DEO operations; provided, however, that random attempts at access shall not be considered a security incident. SF shall make a report to DEO not more than seven business days after SF learns of such use or disclosure. SF's report shall identify, to the extent known: (i) the nature of the unauthorized use or disclosure, (ii) the confidential information used or disclosed, (iii) who made the unauthorized use or received the unauthorized disclosure, (iv) what SF has done or shall do to mitigate any detrimental effect of the unauthorized use or disclosure, and (v) what corrective action SF has taken or shall take to prevent future similar unauthorized use or disclosure. SF shall provide such other information, including a written report, as DEO's Information Security Manager requests.

e. In the event of a breach of security concerning confidential personal information involved with this Agreement, SF shall comply with s. 501.171, F.S., as applicable. When notification to affected persons is required under this section of the statute, SF shall provide that notification, but only after receipt of DEO's written approval of the contents of the notice. Defined statutorily, and for purposes of this Agreement, "breach of security" means the unauthorized access of data in electronic form containing personal data. Good faith acquisition of personal information by an employee or agent of SF is not a breach of security, provided the information is not used for a purpose unrelated to the SF's obligations under this Agreement or is not subject to further unauthorized use.

43. TIME IS OF THE ESSENCE: Time is of the essence regarding the performance obligations set forth in this Agreement. Deadlines for performance for SF's obligation to timely complete deliverables and submit reports, information and documentation, contained in herein, specifically, Attachments I, IA, and II, shall be strictly construed.

44. EXECUTION IN COUNTERPARTS: This Agreement may be executed in one or more counterparts, any one of which need not contain the signature of more than one Party, but all such counterparts taken together will constitute one and the same instrument. Acceptance of this Agreement may be made by facsimile or electronic transmission. Receipt of the facsimile, or electronic, transmission shall for the purposes of this Agreement be deemed to be an original, including signatures.

45. AUTHORITY OF SF'S SIGNATORY: Upon execution, SF shall return the executed copies of this Agreement in accordance with the instructions DEO provided along with documentation confirming and certifying that the below signatory has authority to bind SF to this Agreement as of the date of execution. Such documentation may be in the form of a legal opinion from SF's attorney, SF's Certificate of Status, SF's resolutions or bylaws specifically authorizing the below signatory to execute this Agreement, SF's certificates of incumbency, and any other reliable documentation demonstrating such authority, which shall be incorporated by reference into this Agreement. DEO may, at its sole and absolute discretion, request additional documentation related to the below signatory's authority to bind SF to this Agreement.

46. PRESERVATION OF REMEDIES; SEVERABILITY; RIGHT TO SET-OFF: No delay or omission to exercise any right, power, or remedy accruing to either Party upon breach or default by either Party under this Agreement, will impair any such right, power, or remedy of either Party; nor will such delay or omission be construed as a waiver of any breach or default or any similar breach or default. If any term or provision of this Agreement is found to be illegal, invalid, or unenforceable, such term or provision will be deemed stricken, and the remainder of this Agreement will remain in full force and effect. DEO and the State shall have all of its common law, equitable and statutory rights of set-off, including, without limitation, the State's option to withhold for the purposes of set-off any moneys due to SF under this Agreement up to any amounts due and owing to DEO with respect to this Agreement, any other contract with any State department or agency, including any contract for a term commencing prior to the term of this Agreement, plus any amounts due and owing to the State for any other reason including, without limitation, tax delinquencies or monetary penalties relative thereto. The State shall exercise its set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the State or its representatives.

47. NOTIFICATION OF INSTANCES OF FRAUD: Upon discovery, SF shall report all known instances of SF's, or SF's agent's, contractor's or employee's, operational fraud or criminal activities to DEO in writing within 24 business hours.

48. SF'S RESPONSIBILITIES UPON TERMINATION: If DEO issues a notice of termination to SF, except as otherwise specified by DEO in that notice, SF shall: (1) stop work under this Agreement on the date and to the extent specified in the notice; (2) complete performance of such part of the work as shall not have been terminated by DEO; (3) take such action as may be necessary, or as DEO may specify, to protect and preserve any property which is in the possession of SF and in which DEO has or may acquire an interest; and (4) upon the effective date of termination of this Agreement, SF shall transfer, assign, and make available to DEO all property and materials belonging to DEO. No extra compensation will be paid to SF for its services in connection with such transfer or assignment.

49. CONSTRUCTION; INTERPRETATION: The title of and the section and paragraph headings in this Agreement are for convenience of reference only and shall not govern or affect the interpretation of any of the terms or provisions of this Agreement. The term "this Agreement" means this Agreement together with all attachments and exhibits hereto, as the same may from time to time be amended, modified, supplemented, or restated in accordance with the terms hereof. The use in this Agreement of the term "including" and other words of similar import mean "including, without limitation" and where specific language is used to clarify by example a general statement contained herein, such specific language shall not be deemed to modify, limit, or restrict in any manner the construction of the general statement to which it relates. The word "or" is not exclusive and the words "herein," "hereof," "hereunder," and other words of similar import refer to this Agreement as a whole, including any attachments and exhibits, and not to any particular article, section, subsection, paragraph, subparagraph, or clause contained in this Agreement. The use herein of terms importing the singular shall also include the plural, and vice versa. The reference to an agreement, instrument, or other document means such agreement, instrument, or other document as amended, supplemented, and modified from time to time to the extent permitted by the provisions thereof and the reference to a statute means such statute as amended from time to time and includes any successor legislation thereto and any regulations promulgated thereunder. All references to "\$" shall mean United States dollars. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the Parties, and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of the authorship of any of the provisions of this Agreement.

50. RETURN OR RECOUPMENT OF FUNDS:

a. SF shall make any payments or refunds due to DEO under this Agreement as follows:

1. when SF, its independent auditor or agent, discovers an overpayment, unearned payment, or disallowed expenditure(s), SF shall automatically pay to DEO such funds, no later than 40 calendar days after each such discovery; or


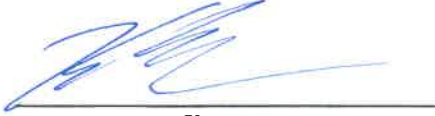
2. when DEO, its independent auditor or agent, discovers an overpayment, unearned payment, or disallowed expenditure(s), imposes a sanction, financial consequence or other such financial remedy available pursuant to this Agreement or by law (collectively "payments"), DEO shall notify SF in writing, and SF shall pay to DEO each such payments with non-state funds, if required by DEO, no later than 40 calendar days after receiving DEO's notification.

Payments should be sent to DEO's Agreement Manager, and made payable to the "Department of Economic Opportunity." Should payment not be made in a timely manner, DEO shall be entitled to charge interest at the lawful rate of interest on the outstanding balance beginning 40 calendar days after the date of notification or discovery.

b. Notwithstanding any other provision herein, if DEO determines, in DEO's sole and absolute discretion, that SF is non-compliant with any provision of the Agreement or applicable law, DEO shall recoup all resulting cost, loss, and funds owed to DEO or the State, from monies owed to SF under this Agreement or any other Agreement between SF and DEO. DEO, in DEO's sole and absolute discretion, will determine the resulting cost, loss and funds owed to DEO or the State by SF under this provision. If the discovery of such noncompliance and resulting cost, loss, or debt to the State arises when no monies are owed to SF under this Agreement or any other Agreement between SF and DEO, SF will repay such cost or loss with non-State funds in full to DEO within 30 calendar days of the date of notice of the amount owed, unless DEO agrees, in writing, to an alternative timeframe.


51. ENTIRE AGREEMENT; WAIVER: This Agreement embodies the entire agreement of the Parties with respect to the subject matter hereof. There are no provisions, terms, conditions, or obligations other than those contained in this Agreement; and this Agreement supersedes all previous communications, representations, negotiations, understandings or agreements, either verbal or written, between the Parties. No waiver by any Party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the Party so waiving. No waiver by any Party shall operate or be construed as a waiver in respect of any failure, breach or default not expressly identified by such written waiver, whether of a similar or different character, and whether occurring before or after that waiver. No failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

IN WITNESS WHEREOF, and in consideration of the mutual covenants set forth above and the attachments and exhibits hereto, the Parties have caused this Agreement to be executed by their undersigned duly authorized officials.

	SPACE FLORIDA		DEPARTMENT OF ECONOMIC OPPORTUNITY
By		By	
	_____ Signature Denise Swanson		_____ Signature Ken Lawson
Title	Vice President of Administration and Chief Financial Officer	Title	Executive Director
	_____		_____
Date	8/13/2019	Date	9-4-15
	_____		_____

Approved as to form and legal sufficiency, subject only to full and proper execution by the Parties

OFFICE OF THE GENERAL COUNSEL
DEPARTMENT OF ECONOMIC
OPPORTUNITY

By: 

Approved Date: 8.30.19

**SPACE FLORIDA
ATTACHMENT I
SCOPE OF WORK**

I. PROGRAM OVERVIEW:

The funding for this Agreement is specified in Line 2331 of the FY2019-2020 General Appropriations Act.

The Legislature has designated SF as the State's principal government space agency, responsible for space-related infrastructure development, industry recruitment, and education/research in partnership with Federal agencies and private industry; for providing leadership for development of space transportation infrastructure; and for implementation of space commercialization and development programs, including operation of SF and its facilities.

II. SPACE FLORIDA PROGRAM RESPONSIBILITIES AND OBLIGATIONS – AEROSPACE INDUSTRY FINANCING, BUSINESS DEVELOPMENT AND INFRASTRUCTURE:

A. Chapter 331, Part II, Florida Statutes, designates SF as the State's principal government space agency, responsible for space-related infrastructure development, industry recruitment, and education/research in partnership with Federal agencies and private industry; for providing leadership for development of space transportation infrastructure; and for implementation of space commercialization and development programs. SF is also responsible for the creation, expansion, and retention of Florida's aerospace-related businesses

B. In accordance with line 2331 of the 2019-2020 General Appropriations Act, \$6,000,000 from the General Revenue Fund shall be used by SF for aerospace industry financing, business development, and infrastructure needs, of which \$2,000,000 from the General Revenue Fund may be used by SF for the operation and maintenance of the Shuttle Landing Facility (SLF). In relation to the SLF, SF's mission is to own, acquire, construct, reconstruct, equip, operate, maintain, extend, or improve transportation facilities appropriate to meet the transportation requirements of SF and activities conducted within spaceport territory.

III. SPACE FLORIDA DELIVERABLES – AEROSPACE INDUSTRY FINANCING, BUSINESS DEVELOPMENT AND INFRASTRUCTURE:

A. Payments shall be made based on DEO's review and approval of the documentation submitted for each Minimum Level of Service, as stated below, and as specified in Attachment VI, Payment Schedule.

B. The payment amount for each quarter does not establish the value of the deliverables. (Attachment II of this Agreement contains required reports. The submission of the reports contained in Attachment II shall not be the basis for payment under this Agreement.)

For the first quarter of each state fiscal year (July 1 – September 30) SF shall perform the following deliverables and submit the required minimum level of service documentation to DEO on or before October 31 of the same state fiscal year.

Deliverables	Minimum Level of Service	Financial Consequences
1. Coordinate flight operations activities occurring at the Shuttle Landing Facility (SLF) to further SF's mission as described in Article II above.	At a minimum, during the quarter, coordinate at least four operations activities occurring at the SLF that SF is responsible for managing (e.g., flight and landing requests, testing activities, ground support services {e.g., fueling, oxygen, nitrogen, lavatory or related serves} public relations events, <u>and/or</u> other activities specific to the SLF premises) as documented by: - Activity logs which shall include: <ul style="list-style-type: none"> • Company name; • Type of activity; and • Date of activity 	Failure to meet the minimum level of service during the quarter shall result in a reduction of the total payment for the quarter of \$70,000 for each item less than the minimum.
2. Coordinate maintenance activities occurring at the Shuttle Landing Facility (SLF) to further SF's mission as described in Article II above.	At a minimum, during the quarter, coordinate eight maintenance related efforts (e.g., scheduled preventative maintenance activities, trouble calls, emergency repair, <u>and/or</u> maintenance activities) as documented by: - Activity logs which shall include: <ul style="list-style-type: none"> • Contractor or vendor name; • Type of activity; • Date of activity; and • Location 	Failure to meet the minimum the minimum level of service during the quarter shall result in a reduction of the total payment for the quarter of \$70,000 for each item less than the minimum.

For the second quarter of each state fiscal year (October 1 – December 31) SF shall perform the following deliverables and submit the required minimum level of service documentation to DEO on or before January 31 of the same state fiscal year.

Deliverables	Minimum Level of Service	Financial Consequences
1. Coordinate flight operations activities occurring at the Shuttle Landing Facility (SLF) to further SF's mission as described in Article II above.	At a minimum, during the quarter, coordinate at least four operations activities occurring at the SLF that SF is responsible for managing (e.g., flight and landing requests, testing activities, ground support services {e.g., fueling, oxygen, nitrogen, lavatory or related serves} public relations events, <u>and/or</u> other activities specific to the SLF premises) as documented by: - Activity logs which shall include: <ul style="list-style-type: none"> • Company name; 	Failure to meet the minimum level of service during the quarter shall result in a reduction of the total payment for the quarter of \$70,000 for each item less than the minimum.

	<ul style="list-style-type: none"> Type of activity; and Date of activity 	
2. Coordinate maintenance activities occurring at the Shuttle Landing Facility (SLF) to further SF's mission as described in Article II above.	<p>At a minimum, during the quarter, coordinate eight maintenance related efforts (e.g., scheduled preventative maintenance activities, trouble calls, emergency repair, <u>and/or</u> maintenance activities) as documented by:</p> <ul style="list-style-type: none"> Activity logs which shall include: <ul style="list-style-type: none"> Contractor or vendor name; Type of activity; Date of activity; and Location 	Failure to meet the minimum the minimum level of service during the quarter shall result in a reduction of the total payment for the quarter of \$70,000 for each item less than the minimum.
3. Coordinate capital acceleration programs for aerospace industry or related companies located in Florida with partner related entities to further SF's mission as described in Article II above.	<p>At a minimum, during the quarter, coordinate one capital acceleration programs for aerospace industry or related companies located in Florida, as documented by:</p> <ul style="list-style-type: none"> Partner entity name; Program agenda; Program fact sheet; List of participating companies; Press release announcing the event; and List of award winners 	Failure to meet the minimum level of service during the quarter shall result in a reduction of \$70,000 from the total payment for the quarter.

For the third quarter of each state fiscal year (January 1 – March 31) SF shall perform the following deliverables and submit the required minimum level of service documentation to DEO on or before April 30 of the same state fiscal year.

Deliverables	Minimum Level of Service	Financial Consequences
1. Coordinate flight operations activities occurring at the Shuttle Landing Facility (SLF) to further SF's mission as described in Article II above.	<p>At a minimum, during the quarter, coordinate at least four operations activities occurring at the SLF that SF is responsible for managing (e.g., flight and landing requests, testing activities, ground support services {e.g., fueling, oxygen, nitrogen, lavatory or related serves}, public relations events, <u>and/or</u> other activities specific to the SLF premises) as documented by:</p> <ul style="list-style-type: none"> Activity logs which shall include: <ul style="list-style-type: none"> Company name; Type of activity; and Date of activity 	Failure to meet the minimum level of service during the quarter shall result in a reduction of the total payment for the quarter of \$70,000 for each item less than the minimum.

<p>2. Coordinate maintenance activities occurring at the Shuttle Landing Facility (SLF) to further SF's mission as described in Article II above.</p>	<p>At a minimum, during the quarter, coordinate eight maintenance related efforts (e.g., scheduled preventative maintenance activities, trouble calls, emergency repair, <u>and/or</u> maintenance activities) as documented by:</p> <ul style="list-style-type: none"> - Activity logs which shall include: <ul style="list-style-type: none"> • Contractor or vendor name; • Type of activity; • Date of activity; and • Location 	<p>Failure to meet the minimum the minimum level of service during the quarter shall result in a reduction of the total payment for the quarter of \$70,000 for each item less than the minimum.</p>
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For the fourth quarter of each state fiscal year (April 1 – June 30) SF shall perform the following deliverables and submit the required minimum level of service documentation to DEO on or before July 31 of the same state fiscal year.

Deliverables	Minimum Level of Service	Financial Consequences
<p>1. Coordinate flight operations activities occurring at the Shuttle Landing Facility (SLF) to further SF's mission as described in Article II above.</p>	<p>At a minimum, during the quarter, coordinate at least four operations activities occurring at the SLF that SF is responsible for managing (e.g., flight and landing requests, testing activities, ground support services {e.g., fueling, oxygen, nitrogen, lavatory or related serves} public relations events, <u>and/or</u> other activities specific to the SLF premises) as documented by:</p> <ul style="list-style-type: none"> - Activity logs which shall include: <ul style="list-style-type: none"> • Company name; • Type of activity; and • Date of activity 	<p>Failure to meet the minimum level of service during the quarter shall result in a reduction of the total payment for the quarter of \$70,000 for each item less than the minimum.</p>
<p>2. Coordinate maintenance activities occurring at the Shuttle Landing Facility (SLF) to further SF's mission as described in Article II above.</p>	<p>At a minimum, during the quarter, coordinate eight maintenance related efforts (e.g., scheduled preventative maintenance activities, trouble calls, emergency repair, <u>and/or</u> maintenance activities) as documented by:</p> <ul style="list-style-type: none"> - Activity logs which shall include: <ul style="list-style-type: none"> • Contractor or vendor name; • Type of activity; • Date of activity; and • Location 	<p>Failure to meet the minimum the minimum level of service during the quarter shall result in a reduction of the total payment for the quarter of \$70,000 for each item less than the minimum.</p>

<p>3. Coordinate capital acceleration programs for aerospace industry or related companies located in Florida with partner related entities to further SF's mission as described in Article II above.</p>	<p>At a minimum, during the quarter, coordinate one capital acceleration programs for aerospace industry or related companies located in Florida, as documented by:</p> <ul style="list-style-type: none"> • Partner entity name; • Program agenda; • Program fact sheet; • List of participating companies; • Press release announcing the event; and • List of award winners 	<p>Failure to meet the minimum the minimum level of service during the quarter shall result in a reduction of \$70,000 from the total payment for the quarter.</p>
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– End of Attachment I –

**ATTACHMENT IA
TRANSPARENCY REQUIREMENTS**

- I. With proper redactions required by the Freedom of Information Act and/or Florida law, and for at least most current fiscal year for which information is available, the following must be posted on SF's website (www.spaceflorida.gov) for public viewing and updated at least quarterly:
 - A. The full legal name of SF, the public purpose, the mailing address, and primary telephone number
 - B. The date of establishment and link to the current statute
 - C. A SF Organizational Chart
 - D. The name, official address, official e-mail address, and, if applicable, term and appointing authority for each member of the governing body of SF
 - E. The SF Fiscal Year
 - F. The primary point of contact for information
 - G. The SF Budget under this funding agreement
 - H. The final, complete audit report for the most recent completed fiscal year audit reports required by law or authorized by the governing body of SF
 - I. A listing of its regularly scheduled public meetings
 - J. To the extent applicable, the public facilities report
 - K. The link to the Department of Financial Services Website
 - L. At least seven days before each meeting or workshop, the agenda of the event, along with any meeting materials available in and electronic format, excluding confidential and exempt information. Information must remain on the website for at least one year after the event.

- II. SF shall provide annual Florida public records law and Sunshine law training for its Records Management Liaison Officer or their designee. SF shall annually provide DEO with the date(s) of any such training and a copy of the sign-in sheet(s) or certificate of SF employees and members participating in the training.

- III. SF shall ensure that SF's contracts include, at minimum, for every services and mission-critical contract of significant cost funded under this Agreement, the following requirements. Each such contract shall:
 - A. Contain a paragraph explaining, in plain language, the purpose of the contract;
 - B. Detail clearly defined deliverables and performance standards;
 - C. When commercially reasonable, provide for payment only after SF has verified that the deliverables were completed in the agreed upon manner;
 - D. List a specific SF project manager responsible for managing the contract;
 - E. Contain commercially reasonable safeguards against nonperformance and SF cancellation provisions; and
 - F. Detail the total cost of the contract.

Additionally, for any such contract, the identity of the parties must be made public, unless otherwise confidential and/or exempt under law. For contracts funded under this Agreement that support the creation of high-value-added businesses and jobs, SF shall conduct a pre-contracting cost-benefit analysis and post-contract return on investment report for each such contract.

- IV. SF shall write and implement internal purchasing processes and procedures for efforts funded under this Agreement that must, at a minimum:
 - A. Ensure that all purchasing decisions are conducted in a transparent manner;
 - B. Foster competition to ensure that SF receives the best value possible whenever practicable;
 - C. Require the approval of an authorized SF Officer, prior to entering into a contract that is exempt from the competitive process because the services or commodities meet with SF's sole source

- justification standards;
- D. To the extent legally allowable and desired, require that SF take advantage of State term contracts negotiated by the Department of Management Services.
 - E. SF shall annually provide to DEO a copy of SF's current Travel and Finance Policies.
- V. SF shall name a Chief Ethics Officer. The Officer shall be responsible for SF's compliance with SF's Code of Ethics and for annual ethics training of SF officers and employees. SF shall designate an officer and SF shall comply with the requirements of Part III of chapter 112, F.S. SF shall provide the name of the Ethics Officer, the date(s) of ethics training(s) and a copy of the sign-in sheet(s) or documentation of SF officers and/or employees participating in the training.
- VI. All SF travel and entertainment expenses must be in accordance with section 331.3101, F.S., and chapter 57-50, Florida Administrative Code. To the extent that travel is permitted under subcontracts in performance of this Agreement, SF shall include a provision in such subcontracts that subcontractors shall comply with SF travel statutes, rules and policies.
- VII. Any spokesperson, ambassador, or celebrity SF uses for marketing purposes funded under this Agreement must be approved by SF's Board of Directors in a public meeting if the contract is in excess of \$100,000. SF shall provide DEO with a copy of any such Agreement.

- End of Attachment IA -

**ATTACHMENT II
REPORTS**

The following reports shall be submitted to DEO as specified below. The submission of these reports is not the basis for payment under this Agreement; however, failure to submit the required reports shall result in financial sanctions as specified in Attachment III, *Sanctions*, of the Agreement.

I. REPORT SUBMISSION REQUIREMENTS:

- A. In addition to the other reporting requirements set forth herein, DEO may request any other reports or documentation from SF to demonstrate that SF is meeting the transparency measures set forth in Attachment IA. DEO shall notify SF of the minimum documentation required to satisfy DEO's request. SF shall have 30 days after DEO's request to submit the requested documentation. DEO may request any additional information DEO determines necessary in DEO's reasonable discretion, to demonstrate that SF is meeting its transparency obligations.

- B. Within 60 working days of the close of SF's fiscal year, on an annual basis, SF shall electronically submit a completed Audit Compliance Certification (a version of this certification is attached hereto as Attachment V) to audit@deo.myflorida.com. SF's timely submittal of one completed Audit Compliance Certification for each applicable state fiscal year will fulfill this requirement within all agreements (e.g., contracts, grants, memorandums of understanding, memorandums of agreement, economic incentive award agreements, etc.) between DEO and SF.

- C. Using a form provided by DEO, a report detailing expenditures with minority and service-disabled veteran businesses for each quarter during each state fiscal year. The report shall also include copies of invoices or a computer printout verifying the data reported. If no expenditures were made to such businesses, SF shall submit the form marked "none." The report, and required backup documentation, shall be submitted to DEO within 10 working days following the end of each quarter.

- D. For the first quarter of each state fiscal year (July 1 – September 30), SF shall submit the following documentation to DEO on or before October 31 of the same state fiscal year.
 - 1. An activity summary of each entity or project using the funds allocated to SF for aerospace industry financing, business development, and infrastructure needs. The summary shall include the following information for each entity or project:
 - a. The name and description of each entity or project
 - b. The total amount of funds obligated for each entity or project
 - c. The amount of funds disbursed during the reporting quarter for each entity or project
 - e. Documentation of progress and significant developments occurring during the quarter
 - 2. A list of all material agreements and contracts entered into in conjunction with the funded activities, including the amount of funds provided to each.
 - 3. A summary accounting of the total amount of funds disbursed by SF, the amount paid to each business entity or project, and the amount of funds remaining from the original appropriated amount.
 - 4. If funds are advanced, provide a quarterly interest payment with the interest from, and the account statement(s) of, all independent and separate interest-bearing account(s) in which advanced State funds have been deposited and invested, in accordance with the terms of this Agreement. If funds have been fully expended and no interest earned, provide account statement(s) and a signed statement from the Chief Financial Officer to that effect.

5. Certification, by the President or Chief Financial Officer, that all documentation submitted with the invoice package is true and correct and it is operating in conformance with applicable state laws and regulations, and is in compliance with the policies and procedures adopted pursuant to Chapter 331, Part II, Florida Statutes.
- E. Aerospace Industry Financing, Business Development, Infrastructure Plan.** Annually, on or before October 31, SF shall provide DEO a copy of the plan, including a detailed budget, for the use of these funds as specified in line 2331 of the 2019-2020 GAA. The plan shall include a methodology for selecting businesses or projects to receive funds, including applications, selection, and screening policies or guidelines.
- F. Annual Report.** Annually, on or before October 31, SF shall provide DEO a report documenting the previous fiscal year activities directly related to aerospace industry financing, business development, and infrastructure needs. The report shall include:
1. Status on all entities and projects receiving funding through this program
 2. Accounting of the budget, expenditures and remaining appropriated funds
 3. List of all material agreements and contracts entered into in conjunction with the funded activities
 4. The economic benefits to the state from this program
 5. Any additional information requested by DEO
- G.** For the second quarter of each state fiscal year (October 1 – December 31), SF shall submit the following documentation to DEO on or before January 31 of the same state fiscal year.
1. An activity summary of each entity or project using the funds allocated to SF for aerospace industry financing, business development, and infrastructure needs. The summary shall include the following information for each entity or project:
 - a. The name and description of each entity or project
 - b. The specific use of the funds
 - c. The total amount of funds obligated for each entity or project
 - d. The amount of funds disbursed during the reporting quarter for each entity or project
 - e. Documentation of progress and significant developments occurring during the quarter
 2. A list of all material agreements and contracts entered into in conjunction with the funded activities, including the amount of funds provided to each.
 3. A summary accounting of the total amount of funds disbursed by SF, the amount paid to each business entity or project, and the amount of funds remaining from the original appropriated amount.
 4. If funds are advanced, provide a quarterly interest payment with the interest from, and the account statement(s) of, all independent and separate interest-bearing account(s) in which advanced State funds have been deposited and invested, in accordance with the terms of this Agreement. If funds have been fully expended and no interest earned, provide account statement(s) and a signed statement from the Chief Financial Officer to that effect.
 5. Certification, by the President or Chief Financial Officer, that all documentation submitted with the invoice package is true and correct and it is operating in conformance with applicable state laws and regulations, and is in compliance with the policies and procedures adopted pursuant to Chapter 331, Part II, Florida Statutes.
- H.** For the third quarter of each state fiscal year (January 1 – March 31), SF shall submit the following documentation to DEO on or before April 30 of the same state fiscal year.

1. An activity summary of each entity or project using the funds allocated to SF for aerospace industry financing, business development, and infrastructure needs. The summary shall include the following information for each entity or project:
 - a. The name and description of each entity or project
 - b. The specific use of the funds
 - c. The total amount of funds obligated for each entity or project
 - d. The amount of funds disbursed during the reporting quarter for each entity or project
 - e. Documentation of progress and significant developments occurring during the quarter
 2. A list of all material agreements and contracts entered into in conjunction with the funded activities, including the amount of funds provided to each.
 3. A summary accounting of the total amount of funds disbursed by SF, the amount paid to each business entity or project, and the amount of funds remaining from the original appropriated amount.
 4. If funds are advanced, provide a quarterly interest payment with the interest from, and the account statement(s) of, all independent and separate interest bearing account(s) in which advanced State funds have been deposited and invested, in accordance with the terms of this Agreement. If funds have been fully expended and no interest earned, provide account statement(s) and a signed statement from the Chief Financial Officer to that effect.
 5. Certification, by SF's President or Chief Financial Officer, that all documentation submitted with the invoice package is true and correct and it is operating in conformance with applicable state laws and regulations, and is in compliance with the policies and procedures adopted pursuant to Chapter 331, Part II, Florida Statutes.
- I. For the fourth quarter of each state fiscal year (April 1 – June 30), SF shall submit the following documentation to DEO on or before July 31 of the same state fiscal year
1. An activity summary of each entity or project using the funds allocated to SF for aerospace industry financing, business development, and infrastructure needs. The summary shall include the following information for each entity or project:
 - a. The name and description of each entity or project
 - b. The specific use of the funds
 - c. The total amount of funds obligated for each entity or project
 - d. The amount of funds disbursed during the reporting quarter for each entity or project
 - e. Documentation of progress and significant developments occurring during the quarter
 2. A list of all material agreements and contracts entered into in conjunction with the funded activities, including the amount of funds provided to each.
 3. A summary accounting of the total amount of funds disbursed by SF, the amount paid to each business entity or project, and the amount of funds remaining from the original appropriated amount.
 4. If funds are advanced, provide a quarterly interest payment with the interest from, and the account statement(s) of, all independent and separate interest-bearing account(s) in which advanced State funds have been deposited and invested, in accordance with the terms of this Agreement. If funds have been fully expended and no interest earned, provide account statement(s) and a signed statement from the Chief Financial Officer to that effect.
 5. Certification, by the President or Chief Financial Officer, that all documentation submitted with the invoice package is true and correct and it is operating in conformance with applicable state laws and regulations, and is in compliance with the policies and procedures adopted pursuant to Chapter 331, Part II, Florida Statutes.

An annual report shall be provided on or before July 31, 2020, identifying the significant activities occurring at the Shuttle Landing Facility during the Fiscal Year and the annual revenue generated by the facility.

- End of Attachment II-

**ATTACHMENT III
SANCTIONS**

Pursuant to section 215.971, F.S., DEO shall impose the following sanctions as Financial Consequences upon the occurrence of the following:

If SF fails to submit any report, documentation or information in its entirety as required by Attachment II, *Reports*, of this Agreement, after the final due date designated for such report, upon written notice from DEO of the specific submittal failure, SF shall submit the required report, information or documentation or provide a written detailed explanation of the reason for such failure, within 10 working days of such report due date. DEO may determine, in DEO's sole and absolute discretion, whether SF has provided a valid basis for a late, insufficient or incomplete submittal. If DEO determines that the late, insufficient or incomplete submittal or the lack of required information has a valid basis, DEO shall work with SF to, in writing, create a reasonable new submittal date for the report, documentation, or information. DEO shall have sole and absolute discretion over the new submittal date or waiver of the required report, documents, or information.

Thereafter, if DEO does not receive the required report, documentation or information by the new submittal date, or rejects SF's explanation as a valid basis for a late, incomplete or insufficient submittal, DEO will assess a Financial Consequence in the amount of \$500.00 for each day after the new submittal date or after DEO provides written notice to SF of the rejection, until such time as the report, documentation or information is satisfactorily completed, as determined by DEO in DEO's absolute and sole discretion, and submitted to DEO. However, total Financial Consequences for non-submittal or insufficient submittal of any report, documentation or information shall not exceed \$25,000, provided that SF is making a good faith effort to produce the relevant report, documentation or information, or production of said report, documentation or information becomes objectively impossible.

– End of Attachment III –

**ATTACHMENT IV
AUDIT REQUIREMENTS**

The administration of resources awarded by DEO to SF may be subject to audits and/or monitoring by 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, F.S., 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 section 20.055(5), F.S.

AUDITS

PART I: FEDERALLY FUNDED

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in 2 CFR 200, as revised.

1. In the event that the recipient expends \$750,000 or more in federal awards in its fiscal year, the recipient must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR 200 Subpart F (Audit Requirements), as revised. Exhibit 1 to this Agreement indicates Federal resources awarded through DEO by this Agreement. In determining the Federal awards expended in its fiscal year, the recipient shall consider all sources of Federal awards, including Federal resources received from DEO. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by 2 CFR 200 Subpart F (Audit Requirements), as revised. An audit of the recipient conducted by the Auditor General in accordance with the provisions of 2 CFR 200 Subpart F (Audit Requirements), as revised, will meet the requirements of this part.
2. In connection with the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR 200 Subpart F (Audit Requirements), sections 200.508-200.512, as revised. This includes, but is not limited to, preparation of financial statements, a schedule of expenditure of federal awards, a summary schedule of prior audit findings, and a corrective action plan.
3. Such audits shall cover the entire recipient organization for the organization's fiscal year. Compliance findings related to contracts with DEO shall be based on the contract requirements, including any rules, regulations, or statutes referenced in the contract. The financial statements shall disclose whether or not the matching requirement was met for each applicable contract. All questioned costs and liabilities due to DEO shall be fully disclosed in the audit report with reference to the DEO contract involved. Additionally, the results from DEO's annual financial

monitoring reports must be included in the audit procedures and the 2 CFR 200 Subpart F (Audit Requirements) audit reports.

4. If not otherwise disclosed as required by section .510(b)(2) of 2 CFR 200 Subpart F (Audit Requirements), as revised, the schedule of expenditures of Federal awards shall identify expenditures by contract number for each contract with the DEO contract or grant in effect during the audit period.
5. If the recipient expends less than \$750,000 in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of 2 CFR 200 Subpart F (Audit Requirements), as revised, is not required. In the event that the recipient expends less than \$750,000 in Federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 200 Subpart F (Audit Requirements), as revised, the cost of the audit must be paid from non-Federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other than Federal entities).
6. Although 2 CFR 200 Subpart F (Audit Requirements) does not apply to commercial (for-profit) organizations, the pass-through entity has an obligation to ensure that for-profit subrecipients that expend \$750,000 or more in Federal awards must comply with Federal awards guidelines (see 2 CFR 200.501(h)). Additionally, for-profit entities may be subject to certain specific audit requirements of individual Federal grantor agencies. For example, per 20 CFR 683.210(a), commercial or for-profit grant recipients and subrecipients of WIOA title I and Wagner-Peyser Act funds that are commercial or for-profit entities must adhere to the requirements contained in 2 CFR part 200, subpart F.

Additional Federal Single Audit Act resources can be found at:

<https://harvester.census.gov/facweb/Resources.aspx>

PART II: STATE FUNDED

This part is applicable if the recipient is a non-State entity as defined by section 215.97(2), F.S.

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, F.S.; 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 Agreement indicates State financial assistance awarded through DEO 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 DEO, 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 section 215.97(8), F.S. This includes submission of a financial reporting package as defined by section 215.97(2), F.S., 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, F.S., 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, F.S., 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

N/A

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 Exhibit shall be submitted by or on behalf of the recipient directly to each of the following at the address indicated:

- A. Department of Economic Opportunity
Financial Monitoring and Accountability (FMA)

The copy submitted to the FMA section should be sent via email to: FMA-RWB@deo.myflorida.com

- B. The Federal Audit Clearinghouse designated in 2 CFR 200 Subpart F (Audit Requirements), as revised, electronically at: <https://harvester.census.gov/facweb/>

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 Exhibit must be sent to DEO at the addresses listed in paragraph three (3) below.

3. Copies of financial reporting packages required by PART II of this Agreement shall be submitted by or on behalf of the recipient directly to each of the following:

- A. DEO at the following address:

Electronic copies: Audit@deo.myflorida.com

- 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

4. Any reports, management letter, or other information required to be submitted to DEO pursuant to this Agreement shall be submitted timely in accordance with 2 CFR 200 Subpart F, 215.97 F.S., 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 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 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 DEO, or its designee, CFO, or Auditor General upon request for a period of five (5) years from the date the audit report is issued, unless extended in writing by DEO.

– End of Attachment IV –

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EXHIBIT 1 to Attachment IV

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

SPACE FLORIDA Funding FY 2019-2020						
CSFA#	CSFA Title	Line Item #	Description	Spending Fund	Authority	Amount
40.040	Economic Development Partnerships	2331	Grants and Aids – Space Florida – Aerospace Industry Financing, Business Development and Infrastructure Needs and Operation and Maintenance of the Shuttle Landing Facility.	General Revenue (GR)		\$6,000,000

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

Requirements are identified in the Agreement.

NOTE: Title 2 CFR section 200.331, as revised, and Section 215.97(5), Florida Statutes, require that the information about Federal Programs and State Projects included in Exhibit 1 be provided to the recipient.

– End of Exhibit 1 to Attachment IV–

ATTACHMENT V
Audit Compliance Certification

Recipient Name: _____

FEIN: _____ SF's Fiscal Year: _____

Contact Person Name and Phone Number: _____

Contact Person Email Address: _____

1. Did SF expend State financial assistance, during its fiscal year, that it received under any agreement (e.g., contract, grant, memorandum of agreement, memorandum of understanding, economic incentive award agreement, etc.) between recipient and DEO? Yes No

If the above answer is yes, also answer the following before proceeding to item 2:

Did SF expend \$750,000 or more of State financial assistance (from DEO and all other sources of State financial assistance combined) during its fiscal year? Yes No

If yes, SF certifies that it will timely comply with all applicable State single or project-specific audit requirements of section 215.97, Florida Statutes, and the applicable rules of the Department of Financial Services and the Auditor General.

2. Did SF expend Federal awards, during its fiscal year that it received under any agreement (e.g., contract, grant, memorandum of agreement, memorandum of understanding, economic incentive award agreement, etc.) between SF and DEO? Yes No

If the above answer is yes, also answer the following before proceeding to execution of this certification:

Did SF expend \$750,000 or more in Federal awards (from DEO and all other sources of Federal awards combined) during its fiscal year? Yes No

If yes, SF certifies that it will timely comply with all applicable single or program-specific audit requirements of 2 CFR Part 200, Subpart F, as revised.

By signing below, I certify, on behalf of SF, that the above representations for items 1 and 2 are true and correct.

Signature of Authorized Representative

Date

Printed Name of Authorized Representative

Title of Authorized Representative

**ATTACHMENT VI
PAYMENT SCHEDULE**

Funding shall be distributed as shown in the Payment Schedule table below, subject to the terms of this Agreement and all applicable law.

Payments FY2019-2020	
Quarter Ending September 30	\$1,500,000
Quarter Ending December 31	\$1,500,000
Quarter Ending March 31	\$1,500,000
Quarter Ending June 30	\$1,500,000
Total Payments GR-General Revenue Fund	\$6,000,000 - GR