



**Request for Bids
For
Space Life Science Laboratory Animal Care Facility Upgrade**

RFB-SF-02-0-2024

Publication Date: July 8, 2024

Due Date: August 20, 2024

Space Florida (SF) is dedicated to fostering the growth and development of a sustainable and world-leading aerospace industry in the State of Florida. SF promotes aerospace business development by facilitating business financing, spaceport operations, research and development, workforce development, and innovative education programs. 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.

Overview

Space Florida has entered into Property Agreement KSA-1683, SF 04-055, with the National Aeronautics and Space Administration John F. Kennedy Space Center (NASA) for the transfer of operations and management of the Space Life Sciences Lab (SLSL) from NASA to Space Florida. Included within the SLSL is the space known as the Animal Care Facility (ACF).

The scope of this project is the reconfiguration of the ACF to a more functional space for future tenants. This reconfiguration includes the removal of equipment, evaluation/reconfiguration of current electrical circuitry, fire protection and commodity infrastructure, as well as updating the space to accommodate a new office structure.

Please see Exhibit A Statement of Work - Space Life Science Laboratory Animal Care Facility Upgrade.

Pre-Bid Site Visit

There will be a Pre-Bid site visit to meet with Space Florida for a tour of the location. This is not a mandatory meeting, but attendance is highly encouraged. Attendance is limited to two (2) individuals per company.

Date: July 24, 2024

Time: 10:00 am

Meet at Location:

Space Life Science Laboratory
505 Odyssey Way
Exploration Park, FL 32953

Vendors must reserve seating at a minimum of one (1) week in advance for the pre-bid meeting by emailing at aodonnell@spaceflorida.gov. Tours will be conducted immediately following the pre-proposal meeting.

2. Questions may be asked regarding the RFB process or the project. Submission of all questions through e-mail to Space Florida 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 Contracts to receive questions is on or before August 2, 2024, at 12:00 p.m.**

Submittal Instructions:

ALL BID FORMS MUST BE SUBMITTED ELECTRONICALLY TO aodonnell@spaceflorida.gov. No hard copy originals will be accepted. Qualifications packages are due via the link above no later than August 20, 2024, by 12:00 pm. Packages shall be submitted as an Adobe PDF file.

The responsibility for delivering the qualifications package to Space Florida on or before the stated time and date is solely the responsibility of the vendor. Space Florida is not responsible for delays. Under no circumstances will late packages be reviewed.

Each vendor 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.

Vendor's bid shall specifically identify and address and include, in the same order presented below, each of the following Sections A-E, including each subsection. If there is no information to present for a specific section or subsection, state the reason such as "not applicable" or "there is no information that we wish to present". Failure to follow these instructions may result in a bid being deemed non-responsive.

- A. Title Page:** Identify the RFB subject, RFB number, name of vendor, vendor address, vendor phone and facsimile number, primary point of contact, primary point of contact's title and e-mail address for receipt of notifications and date of submittal.
- B. Letter of Transmittal:** The letter must be signed by a representative authorized to contractually bind the vendor and include the title or authority of the representative. The letter shall not exceed two pages and it shall briefly state the understanding of the vendor regarding the work to be performed, confirmation of meeting the minimum qualifications, and make a positive commitment to perform the work within the specified time period. The following must be included:
 1. Type of business (sole proprietorship, partnership, corporation, etc.)
 2. State of incorporation.
 3. Headquarters location and whether offices are located in the State of Florida, and if so, where.
 4. The names and contact information of the persons who will be authorized to make representations for the vendor.

5. A certification that the vendor will furnish the goods and services specified in the bid package at the prices quoted in the bid, and that the bid will remain firm for sixty (90) days after the date that the bid package is submitted in order for SF to evaluate the bids and make an award.
6. Confirmation of any and all addenda.

C. Eligibility:

1. Provide proof of legal entity and authorization to do business within the State of Florida.
2. Provide documentation that vendor will self-perform over 25% of the contract costs.
3. Provide written assurance that vendor has not been issued a notice of non-compliance from Space Florida in the last 5 (five) years.
4. Indicate financial wherewithal and stability of firm.
5. Indicate any potential conflicts of interest with SF or at the vendor's firm, office, or engagement team level. Form of the Contract
6. The form of the Contract with the vendor to be used for the Project is attached hereto as Attachment B. The vendor 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.
7. 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.

D. Schedule of Bid Items: The vendor shall complete and submit one original "Bid Form" attached hereto as Exhibit C.

E. Required Forms

1. Non-Collusion Clause
Complete Non-Collusion Clause form included in this package. Exhibit D
2. Public Entity Crimes
Complete the sworn statement on public entity crimes form included in this package. Exhibit E
3. Scrutinized Company Statement
Complete Scrutinized Company Statement form included in this package. Exhibit F

Method to Award: Bids will be evaluated based on the lowest-priced responsive and responsible bidder. The contract will be awarded to a single vendor. SF may select some or all of what is listed in the Bid Documents. In the event SF is unable to reach an agreement with the lowest-price responsive and responsible bidder, SF may attempt to negotiate an agreement with the second highest-ranked vendor, and so on, until an agreement is reached.

Notice of Intent to Award: The Notice of Intent to Award will be posted on the SF and DemandStar websites.

Disputes: Space Florida is not an agency for purposes of section 120.57(3), Florida Statutes, and therefore the Florida Division of Administrative Hearings is without jurisdiction to hear bid protests brought pursuant to that section. The sole remedy that disappointed vendors in this solicitation shall have, is as follows. Any vendor who is adversely affected by the terms, conditions, and specifications contained in this RFB shall file a formal written protest within 7 business days after the date that the RFB is posted on Space Florida's website. Any vendor who is adversely affected by the Award Notice shall file a formal written protest within 3 business days after the date that the Award Notice is posted on Space Florida's website. There shall be no other points of entry for a protest. It shall be the vendors' sole responsibility to check Space Florida's website for such postings. All formal written protests shall be filed with the Space Florida Contracts by email to Annette O'Donnell at aodonnell@spaceflorida.gov. Any protest shall be accompanied by a non-refundable filing fee of \$5,000.00 to compensate Space Florida for its handling of the protest. Space Florida shall issue a written decision on the protest that shall be final. No vendor shall initiate any other legal proceedings without first receiving Space Florida's written decision on the protest.

Property of SF: All information submitted by vendor will become part of the project file and, unless otherwise exempt or confidential in accordance with Florida law, will become a public record. All bids and accompanying documentation will become the property of SF and will not be returned.

Trade Secrets and Information Confidential and Exempt from the Public Records Act: Trade secrets and information confidential and exempt from Subsection 119.07(1) of the Florida Statutes and Subsection 24(a) of Article I of the Florida Constitution, is not solicited nor desired, as information to be submitted with bids. The Florida Statutes and the State Constitution govern whether information in a bid is confidential or exempt from the Public Records Act. If information is submitted in the bid which the vendor deems to be a trade secret or confidential and exempt from the Public Records Act, the information shall be submitted with the bid in a **separate, clearly marked email referencing the specific statutory citation for such exemption.**

Submitted bids which are marked "confidential" (or other similar language) in its entirety or those in which a significant portion of the submitted bid is marked "confidential" may be deemed non-responsive by SF. SF is not obligated to agree with the vendor's claim of an exemption and, by submitting a reply or other submission, the vendor agrees to be responsible for defending its claim that each and every portion of the separately marked information is exempt from inspection and copying under the Public Records Act.

The vendor agrees that it shall protect, defend, and indemnify, including attorney's fees and costs, SF for any and all claims and litigation (including litigation initiated by SF) arising from or relating to vendor's claim that the separately marked portions of its reply are not subject to disclosure. If the vendor fails to separately mark portions of its bid or mark its bid "confidential" (or other similar language) in its entirety, SF is authorized to produce the entire document, data or record submitted by the vendor in responding to a public records request.

Compliance with Laws: Vendor shall comply with all laws, rules, codes, ordinances, licensing and bonding requirements that are applicable to this RFB and the conduct of vendor's business, including

those of Federal, State, and local agencies having jurisdiction and authority. By way of non-exhaustive example, the vendor shall comply with the Florida Sunshine Law and Public Records Act, Immigration and Nationality Act, the Americans with Disabilities Act, and all prohibitions against discrimination on the basis of race, religion, sex, creed, national origin, handicap, marital status, or veteran's status. The selected vendor understands and will comply with subsection 20.055(5) of the Florida Statutes.

Convicted Vendors: Vendor affirms that it is aware of the provisions of Section 287.133(2)(a) of the Florida Statutes and that at no time has vendor been convicted of a public entity crime.

Discriminatory Vendors: Vendor affirms that it is aware of the provisions of Section 287.134(2)(a) of the Florida Statutes, and that at no time has vendor been placed on the discriminatory vendor list.

FL Stat. 287.05701 Prohibition against considering social, political, or ideological interests in government contracting.

(1) As used in this section, the term "awarding body" means:

(a) For state contracts, an agency or the department.

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

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

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

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

1. The vendor is not currently under suspension or debarment by the State or any other governmental authority.
2. The vendor, its affiliates, subsidiaries, directors, officers, and employees are not currently under investigation by any governmental authority and have not in the last ten years been convicted or found liable for any act prohibited by law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract.
3. The vendor has no delinquent obligations to the State, including a claim by the State for liquidated damages under any other contract.
4. The bid is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any vendor or person to submit a complementary or other noncompetitive bid.
5. The prices and amounts in the bid have been arrived at independently and without consultation, communication, or agreement with any other Vendor or potential Vendor; neither the prices nor amounts, actual or approximate, have been disclosed to any Vendor or potential Vendor, and they will not be disclosed before the opening of the bids.

6. Neither the vendor nor any person associated with it in the capacity of owner, partner, director, officer, principal, investigator, project director, manager, auditor, or position involving the administration of federal funds:
 - a. Has within the preceding three years been convicted of or had a civil judgment rendered against them or is presently indicted for or otherwise criminally or civilly charged for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, State, or local government transaction or public contract; violation of Federal or State antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; or
 - b. Has within the preceding three years of this certification had one or more Federal, State, or local government contracts terminated for cause or default.

Vendor's Cost to Develop Bid: Costs for developing bids responsive to this RFB are entirely the obligations of the vendor and shall not be chargeable in any manner to SF.

Exhibit A
Statement of Work for
Space Life Science Laboratory Animal Care Facility Upgrade

STATEMENT OF WORK
SPACE FLORIDA
SPACE LIFE SCIENCE LABORATORY ANIMAL CARE FACILITY
UPGRADE

1. PROJECT OVERVIEW

Space Florida has entered into Property Agreement KSA-1683, SF 04-055, with the National Aeronautics and Space Administration John F. Kennedy Space Center (NASA) for the transfer of operations and management of the Space Life Sciences Lab (SLSL) from NASA to Space Florida. Included within the SLSL is the space known as the Animal Care Facility (ACF).

2. SCOPE OF WORK

The Scope of this Project is the reconfiguration of the ACF to a more functional space for future tenants. This reconfiguration includes the removal of equipment, evaluation/reconfiguration of current electrical circuitry, fire protection and commodity infrastructure, as well as updating the space to accommodate a new office structure.

3. TASKS

- Attend weekly meetings with architecture and engineering team.
- Remove existing cage washer and dryer assembly, autoclave, bottle washing unit, eye wash station and sink station, as well as any associated machinery.
- Removal of existing concrete wall between washer and dryer.
- Cap floor drains, ensuring they can be used in the future if needed.
- Cap and/or loop existing commodity lines, ensuring they can be used in the future if needed.
- Terminate machinery's electrical service and infrastructure.
- Float concrete to match existing ground level where assemblies were removed and ensure finishing of concrete.
- Match color and texture of existing floor with epoxy on newly exposed concrete.
- Add new drywall and floorboards to interior walls if needed, while matching existing color and texture scheme.
- Match color and texture scheme to newly exposed ceiling, adding drywall if needed. If newly exposed ceiling cannot be drywalled, add a drop grid ceiling.
- Analyze current fire protection system, reposition and/or add per A&E drawings.
- Determine if additional lighting is needed to increase visibility within the space, if identified as necessary, install light-emitting diode (LED) panels.
- Must contain all construction related debris within the ACF, Foreign Objects of Debris must not enter any other SLSL space.
- Cover existing flooring for protection against construction phase.
- Utilize AECOM for building permit applications, inspections, and close-outs.
- All work must be performed between 7AM – 4PM, Monday through Friday, observing Federal and State holidays.
- Construction debris must be disposed of in dumpster provided by contractor.
- Ensure ongoing project and result complies with life safety.

4. DELIVERABLES

Deliverable	Due
Provide drawings of room layout for approval by Space Florida	Prior to construction, NTP+35 workdays
Building Permit – AECOM	Prior to construction, NTP+20 workdays
List of materials and associated lead times.	Prior to construction, NTP+30 workdays
Life Safety Report	Prior to permit application, NTP+30 workdays
Project schedule along with estimated completion date	Prior to construction, NTP+30 workdays
Final drawing (SLSL/Animal Care Facility/Architectural drawing)	Prior to permit application, NTP+30 workdays
Monthly status report	Due with monthly invoice
Completion of Project	Post final inspection approval, NTP+275 calendar days

Exhibit B
Form of the Contract

FIXED PRICE AGREEMENT NO.: _____
BETWEEN
SPACE FLORIDA
and

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

WHEREAS, Section 331.302 of the Florida Statutes created SF to foster the growth and development of a sustainable and world-leading aerospace industry in the State of Florida.

WHEREAS, SF is charged with promoting aerospace business development by facilitating business financing, spaceport operations, research and development, workforce development, and innovative education programs.

WHEREAS, Section 331.305 of the Florida Statutes authorizes SF to own, acquire, construct, develop, create, reconstruct, equip, operate, maintain, extend, and improve launch pads, landing areas, ranges, payload assembly buildings, payload processing facilities, laboratories, aerospace space business incubators, launch vehicles, payloads, space flight hardware, facilities and equipment for the construction of payloads, space flight hardware, rockets, and other launch vehicles, and other spaceport facilities and other aerospace-related space-related systems, including educational, cultural, and parking facilities and aerospace-related space-related initiatives.

WHEREAS, The National Aeronautics and Space Administration (“NASAS”) has granted Space Florida a license to use the Space Life Science Laboratory (SLSL) pursuant to Real Property Use Permit Agreement between the United States Aeronautics and Space Administration and the State of Florida Spaceport Florida Authority for Design, Construction, and Operation of the Space Experiment Research & Processing Laboratory Customer Agreement Number KCA-1683 (the “Master License”).

WHEREAS, Space Florida requires modifications and upgrades to the SLSL Animal Care Facility.

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

NOW, THEREFORE, the parties agree as follows:

1. Engagement, Scope of Services, Schedule and Deliverables.

- a. Within the scope of this Agreement, Contractor shall devote its best efforts and such time, attention and energy to the business of SF as is required, and shall be available, with reasonable notice by SF for meetings, travel, and telephone communications for issues relating to this Agreement. Contractor shall promptly respond to all requests from and guidance provided by the President, or any other employee, of SF designated in this Agreement, or in writing by the SF President.
 - b. Contractor shall provide the services described in **Attachment B, Space Life Science Laboratory Animal Care Facility Upgrade Statement of Work.**
 - c. The schedule for the Scope of Services and the deliverables is as follows:
Due No Later Than _____.
2. Period of Performance. This Agreement shall commence on the Effective Date and shall remain in full force and effect through _____ (the “Expiration Date”) unless terminated, or extended, by mutual written agreement by both parties.
3. Compensation.
- a. The fixed fee to be paid by SF to Contractor for the services to be provided under this Agreement shall be _____, including all out of pocket and travel costs. If SF authorizes a substantial or material change to the Scope of Services, the fixed fee may be equitably adjusted, in writing, by mutual consent of the parties. SF shall have no obligation to pay any fee, expenditure, charge, or cost incurred by Contractor beyond the amount of the fixed fee. The fixed fee shall be paid when all work is completed, verified, and accepted by SF.
 - b. Contractor shall not begin performance of services under this Agreement until this Agreement is signed by all necessary parties. Otherwise, Contractor is working at risk of not being paid.
 - c. Invoicing.
 - i. Contractor shall invoice SF when the work is complete for all services to be provided in section 1.(b) above under this Agreement. All invoices and Deliverables shall be submitted in detail in a form acceptable to SF for all services provided after the Effective Date under this Agreement. Contractor shall submit the invoices and Deliverables electronically, confirmed returned receipt, to SF Accounting at accounting@spaceflorida.gov with a cc to the SF Project Manager.
 - ii. Invoices shall be submitted in a detail sufficient for a proper pre-audit and post-audit based on quantifiable, measurable and verifiable units of deliverables.
 - iii. The portion of the invoice setting forth the cost(s) for the services rendered shall specify for each entry a description of the service performed, the date such service was performed, the person performing the services, and the amount of time expended therefor.

- iv. The portion of the invoice setting for the expenses to be reimbursed shall contain an itemization of all such expense, the date each expense was incurred, and the amount of such expense. Contractor shall submit appropriate receipts and other evidence supporting the expense.
 - v. Each invoice shall be deemed to warrant that the invoice sets forth only the actual time spent and only the actual expenses incurred. SF shall be entitled to rely on this warranty.
 - d. In determining the amount of payment, Space Florida will exclude all costs incurred by Contractor (i) prior to the Effective Date of this Agreement, (ii) after the Expiration Date or termination date of this Agreement, or (iii) costs which are outside of the Scope of Services.
 - e. Space Florida shall make payment to Contractor within thirty (30) days of receipt of a proper invoice after completion.
 - f. Any funds paid in excess of the amount to which Contractor is entitled under the terms of this Agreement must be refunded to SF. The balance of unobligated funds, if any, which has been advanced or paid by SF to Contractor under this Agreement must be refunded to SF.
 - g. If Contractor fails to perform the minimum level of service required by this Agreement, SF may exercise any remedies at law or in equity, including, without limitation, the right to (i) impose penalties and sanctions, (ii) withhold and/or reduce payment, and (iii) terminate this Agreement in accordance with the terms hereof.
 - h. The acceptance by Contractor, its successors, or assigns, of the final payment due upon the termination or expiration of this Agreement, shall constitute a full and complete release of SF from any and all claims, demands, or causes of action whatsoever that Contractor, its successors or assigns may have against SF under this Agreement.
- 4. Availability of Funds. All payments to be made by SF under this Agreement are subject to the availability of appropriated funds by the Legislature of the State of Florida. SF shall immediately notify Contractor should funds become unavailable.
- 5. Termination.
 - a. SF may terminate this Agreement upon seven (7) days written notice to Contractor.
 - b. In the event of termination of this Agreement by SF, SF shall be obligated to pay for work performed by Contractor that has been approved by SF through the date of Agreement termination.
 - c. As requested by SF, Contractor agrees to deliver to SF at the termination of this Agreement, or at any other time SF may request, all lists, databases, names, records

and other documentation and data, either written or electronic, belonging to SF which Contractor may possess or have under its control.

6. Public Records.

- a. SF, subject to the provisions of Section 288.075, Section 331.326, Chapter 119 of the Florida Statutes, and applicable federal law, must permit public access to all non-confidential, non-proprietary or non-International Traffic in Arms Regulation (ITAR) controlled documents or other materials prepared, developed or received by it in connection with the performance of the obligations under this Agreement.
- b. This Agreement may be unilaterally cancelled for refusal by either party to allow public access to all documents, papers, letters, or other such materials subject to the provisions of Chapter 119 of the Florida Statutes and made or received in conjunction with this Agreement, other than those specified as confidential or exempt information.
- c. To the extent Contractor is acting on behalf of SF as provided under Subsection 119.011(2) of the Florida Statutes, Contractor shall:
 - i. Keep and maintain public records required by SF to perform the services under this Agreement.
 - ii. Upon request from SF's custodian of public records, provide SF with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 of the Florida Statutes or otherwise provided by law.
 - iii. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the Contractor does not transfer the records to SF.
 - iv. Upon the expiration of this Agreement, transfer, at no cost, to SF all public records in possession of Contractor or keep and maintain public records required by SF to perform the service. If the Contractor transfers all public records to SF upon completion of the Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to SF, upon request from SF's custodian of public records, in a format that is compatible with the information technology systems of SF.
- d. If the Contractor fails to provide the public records to SF within a reasonable time the Contractor may be subject to penalties under Section 119.10 of the Florida Statutes.

Further, SF may exercise any remedies at law or in equity, including, without limitation, the right to (i) impose sanctions and assess financial consequences, (ii) withhold and/or reduce payment, and (iii) terminate this Agreement in accordance with the terms hereof.

- e. **If the Contractor has questions regarding the application of Chapter 119, Florida Statutes, to the Contractor's duty to provide Public Records relating to this Agreement, contact SF's Custodian of Public Records at Space Florida, 505 Odyssey Way, Suite 300, Exploration Park, FL 32899 or via telephone at 321-730-5301 or email at info@spaceflorida.gov.**

7. Intellectual Property.

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

8. Severability. If any provision of this Agreement is found by a court of competent jurisdiction to be invalid or unenforceable to any extent, the remainder of this Agreement shall not be affected thereby and shall remain enforceable to the greatest extent permitted by law.

9. Indemnification and Limitation of Liability.

- a. Contractor shall defend, indemnify, and hold harmless SF, its Officers, Directors, and employees, to the fullest extent permitted by law from and against all claims, damages, losses, liens, and expenses, (including but not limited to fees and charges of attorneys or other professionals and court and arbitration or other dispute resolution costs) arising out of or resulting from (i) the performance of services under this Agreement by Contractor or any person or organization directly, or indirectly, employed by Contractor to perform or furnish any of the services or anyone for whose acts any of them may be liable; (ii) breach of the terms of this Agreement by Contractor or any person or organization directly, or indirectly, employed by Contractor to perform or furnish any of the services or anyone for whose acts any of them may be liable; (iii) violations of applicable law by any person or organization directly or indirectly employed by Contractor to perform or furnish any services under this Agreement or anyone for whose acts any of them may be liable; and (iv)

disease or death of third parties (including SF employees and agents and those of Contractor), or damage to property to the extent attributable to the negligence or misconduct of Contractor or any person or organization directly, or indirectly, employed by Contractor to perform or furnish any of the services under this Agreement or anyone for whose acts any of them may be liable.

- b. SF's limits of liability are set forth in section 768.28, Florida Statutes, and nothing herein shall be construed to extend the liabilities of SF beyond that provided in section 768.28, Florida Statutes. Nothing herein is intended as a waiver of SF's sovereign immunity under section 768.28, Florida Statutes. Nothing hereby shall inure to the benefit of any third party for any purpose, including but not limited to, which might allow claims otherwise barred by sovereign immunity or operation of law. Furthermore, all of SF's obligations under this Agreement are limited to the payment of no more than the amount limitation per person and in the aggregate contained in section 768.28, Florida Statutes, even if the sovereign immunity limitations of that statute are not otherwise applicable to the matters as set forth herein.
- c. In no event shall SF be liable to Contractor for indirect, special, or consequential damages, including, but not limited to, loss of revenue, loss of profit, cost of capital, or loss of opportunity regardless of whether such liability arises out of contract, tort (including negligence), strict liability, or otherwise.
- d. SF shall not assume any liability for the acts, omissions, or negligence of Contractor, its agents, servants, employees, or subcontractors. In all instances, Contractor shall be responsible for any injury or property damage resulting from any activities conducted by Contractor.
- e. Under no event whatsoever shall the NASA be obligated or liable hereunder to the Contractor or any other third-party.

10. Scrutinized Companies List.

- a. By executing this Agreement, Contractor certifies that it is not: (1) listed on the Scrutinized Companies that Boycott Israel List, created pursuant to section 215.4725 of the Florida Statutes, (2) engaged in a boycott of Israel, (3) listed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to section 215.473 of the Florida Statutes, or (4) engaged in business operations in Cuba or Syria. Pursuant to section 287.135(5) of the Florida Statutes, Space Florida may immediately terminate this Agreement for cause if Contractor is found to have submitted a false certification as to the above or if Contractor 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 Contractor has submitted a false

certification, Space Florida will provide written notice to Contractor. Unless Contractor 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 Contractor. 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 Contractor, and Contractor 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 Contractor.

- b. If federal law ceases to authorize the states to adopt and enforce the contracting prohibition in this Section 10, this Section 10 shall be null and void without further action of the parties.

11. Interests of Foreign Countries. In the event the services to be performed under the Agreement grant the Company access to an individual's personal identifying information, the Company shall provide Space Florida with an affidavit signed by an officer or representative under penalty of perjury attesting that (a) the Company is not owned by the government of a foreign country of concern; (b) the government of a foreign country of concern does not have a controlling interest in the Company; and (c) the Company is not organized under the laws of, or has its principal place of business in a foreign country of concern. For purposes of this Section "foreign country of concern" means the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolás Maduro, or the Syrian Arab Republic, including any agency of or any other entity of significant control of such foreign country of concern.
12. Common Carrier. If Contractor meets the definition of a "Common Carrier" under Section 908.111, Florida Statutes, then Contractor must execute an attestation in conformity with Section 92.525, Florida Statutes, that the common carrier or contracted carrier is not willfully providing and will not willfully provide any service during the contract term in furtherance of transporting a person into the State of Florida knowing that the person is an unauthorized alien, except to facilitate the detention, removal, or departure of the person from this State or the United States. Such attestation must be provided to Space Florida prior to commencement of this Contract. In accordance with Section 908.111, Florida Statutes, Space Florida may terminate this Contract for cause if Contractor is found to be in violation of this provision or its attestation.
13. Independent Contractor. Contractor is and shall remain an independent contractor and not an employee of SF. This Agreement shall not be construed as a teaming, joint venture or other such arrangement. Nothing in this Agreement shall grant to either party the right to make commitments of any kind for or on behalf of the other party without the prior written consent of the other party.
14. Amendments/Modifications. This Agreement may not be altered, modified, amended or changed in any manner, except pursuant to a written amendment executed and delivered by each of the parties. Additionally, any such modification, amendment or change shall be

effective on the date of execution and delivery, or such later date as the parties may agree therein.

15. Project Manager. SF has appointed a project manager who is responsible for enforcing the performance of this Agreement's terms and conditions and shall serve as a liaison with Contractor. SF's project manager is _____, 321-730-5301, _____.

16. Notices.

- a. For a notice, or other communication, under this Agreement to be valid, it must be in writing and signed by the sending party, and the sending party must use one of the following methods of delivery: (1) personal delivery; (2) registered or certified mail, in each case return receipt requested and postage prepaid; and (3) nationally recognized overnight courier, with all fees prepaid. Delivery via facsimile, or email, is also permitted provided it is followed by delivery via one of methods (1)-(3) above and any such delivery via facsimile or email shall not be deemed to have been received pursuant to Subsection 14.c. until such delivery pursuant to methods (1)-(3) above shall be deemed to have been received pursuant to Subsection 14.c.
- b. For a notice, or other communication, under this Agreement to be valid, it must be addressed to the receiving party at the addresses listed below for the receiving party, or to any other address designated by the receiving party in a notice in accordance with this Section 14.

For Space Florida:

SF Contracts

contracts@spaceflorida.gov

Director of Facilities, Operations

Space Florida

505 Odyssey Way, Suite 300

Exploration Park, FL 32953

P: 321-730-5301

F: 321-730-5307

For Contractor:

- c. Subject to Subsection 14.d., a valid notice or other communication under this Agreement is effective when received by the receiving party. A notice, or other communication, is deemed to have been received as follows:
 - i. if it is delivered in person, or sent by registered or certified mail, or by nationally recognized overnight courier, upon receipt as indicated by the date on the signed receipt; and

- ii. if the receiving party rejects or otherwise refuses to accept it, or if it cannot be delivered because of a change in address for which notice was not given, then upon that rejection, refusal, or inability to deliver.
- d. If a notice or other communication is received after 5:00 p.m. on a business day at the location specified in the address for the receiving party, or on a day that is not a business day, then the notice is deemed received at 9:00 a.m. on the next business day.
- e. Any notice requiring prompt action shall be contemporaneously sent by facsimile transmission or electronic mail.

17. Insurance.

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

18. Representations.

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

19. Materials and Data.

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

20. Auditing Records.

- a. Contractor shall retain and maintain all records related to the Scope of Services provided under this Agreement and shall make such records available for an audit as may be requested. Records may include independent auditor working papers, books, documents, and other evidence, including, but not limited to, vouchers, bills, invoices, requests for payment, and other supporting documentation, which, according to generally accepted accounting principles, procedures and practices, sufficiently and properly reflect all costs expended in the performance of the Scope of Services under this Agreement. The records shall be subject at all times to inspection, review, or audit by state personnel of the Office of the Auditor General, Chief Financial Officer, Office of the Chief Inspector General, SF, or other personnel authorized by the Florida Department of Economic Opportunity and copies of the

records shall be delivered to the Florida Department of Economic Opportunity upon request.

- b. To the extent applicable, Contractor shall comply with the audit requirements of Sections 215.97 and 17.03 of the Florida Statutes and those found in **Attachment A**, Audit Requirements.
- c. Contractor shall preserve all contract records for the entire term of this Agreement and for five years after the later of: (i) the date of submission of the final project report, or (ii) until all claims (if any) regarding the Agreement are resolved.

21. No Third-Party Beneficiaries. This Agreement does not, and is not intended, to confer any rights or remedies upon any person other than the parties.

22. Subcontractors:

- a. Contractor is responsible for all services and work to be performed in connection with this Agreement.
- b. With prior written approval by Space Florida, Contractor may, as appropriate and in compliance with applicable law, subcontract the performance of services set forth in this Agreement, provided however, that Contractor shall be solely liable to the subcontractor for all expenses and liabilities incurred under any subcontract. Contractor shall not enter into subcontracts in which Space Florida could be held liable to a subcontractor for any expenses or liabilities. Contractor shall defend and hold Space Florida harmless of any liabilities incurred under any of the subcontracts entered into by Contractor. Contractor shall be liable for all work performed and expenses incurred as a result of any subcontract. Subcontractors are required to comply with the terms of this Agreement.
- c. The Contractor is encouraged to use Florida's minority and service-disabled veteran businesses as subcontractors 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.
- d. Any and all such contracts that Contractor enters into under this Section shall incorporate and require the subcontractor to comply with all of the provisions herein and the provisions requiring that such person or organization report on performance, account for proper use of funds provided under the contract (including the provision of audit rights when applicable)

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

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

24. Confidential Proprietary Information. Space Florida shall comply fully with (i) the protections in Section 812.081 of Florida Statutes and other applicable law for Contractor's trade secrets and (ii) the exemption of trade secrets from the disclosure requirements in Florida's public-records laws in Section 815.045 of Florida Statutes. However, as provided by law, the foregoing obligations of Space Florida are contingent on (i) strict compliance by Contractor with the requirements of a trade-secret owner to identify all records containing its trade secrets before the records come into possession by Space Florida and (ii) Contractor's asserted trade secrets actually meeting the definition of "trade secret" in Section 812.081.
25. Counterparts. The parties may sign this Agreement in several counterparts, each of which will be deemed an original but all of which together will constitute one instrument.
26. Facsimile Deemed as Original. 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.
27. Unauthorized Aliens and Employment Eligibility Verification.
 - a. SF shall consider the knowing employment of unauthorized aliens, as described in Section 274A(e) of the Immigration and Nationality Act (codified at 8 U.S.C. §1324a), by Contractor or any subcontractor cause for termination of this Agreement.
 - b. If the Company enters into a contract with a subcontractor for work to be performed under this Agreement, the subcontractor must provide the Company with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The Company shall maintain a copy of such affidavit for the duration of this Agreement.
 - c. In the event Space Florida has a good faith belief that the Company has knowingly violated Subsection 448.09(1), Fla. Stat., Space Florida will terminate this Agreement.
 - d. In the event Space Florida has a good faith belief that an entity with which the Company is contracting has knowingly violated Subsection 448.09(1), Fla. Stat. but the Company has otherwise complied, Space Florida shall notify the Company and order the Company to immediately terminate the contract with the subcontractor.

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

28. Attachments. All attachments attached hereto are made part of this Agreement by reference as if fully set forth herein:

- a. Attachment A – Audit Requirements.
- b. Attachment B – Space Launch Complex 46 Permanent Electrical Upgrades Scope of Work
- c. Attachment C -

29. Miscellaneous.

- a. Contractor shall not discriminate against any employee employed in the performance of this Agreement, or against any applicant for employment because of age, race, sex, creed, color, disability, national origin, or marital status.
- b. By executing this Agreement Contractor agrees to comply with all terms and conditions of this Agreement and the terms and conditions of the Real Property Use Permit Agreement between the United States Aeronautics and Space Administration and the State of Florida Spaceport Florida Authority for Design, Construction, and Operation of the Space Experiment Research & Processing Laboratory Customer Agreement Number KCA-1683.
- c. Contractor shall comply with all applicable Federal, State and local laws, rules and regulations, orders, ordinances, and other applicable Governmental standards.
- d. Contractor shall provide a harassment-free workplace, with any allegation of harassment given priority attention and action by management.
- e. Contractor shall provide a drug-free workplace with any allegation of substance abuse given priority attention and action by management.
- f. Contractor affirms that it is aware of the provisions of Subsection 287.133(2)(a) of the Florida Statutes, and that at no time has Contractor been convicted of a Public Entity Crime. Contractor agrees that it shall not violate such law and further acknowledges and agrees that any conviction during the term of this Agreement may result in termination of this Agreement by SF.
- g. Contractor affirms that it is aware of the provisions of Subsection 287.134(2)(a) of Florida Statutes, and that at no time has Contractor been placed on the Discriminatory Vendor List. Contractor shall not contract or transact business with an entity that has been placed on the discriminatory vendor list for goods or services under this Agreement.

- h. Execution of this Agreement constitutes a certification that the Contractor is in compliance with, and will require its subcontractors to comply with, the “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transaction” in 49 C.F.R. Part 29, when applicable.
- i. Contractor agrees to comply with subsection 20.055(5) of the Florida Statutes.
- j. To the extent Contractor is performing economic development services or similar business assistance services on behalf of SF, Contractor shall coordinate with other components of state and local economic development systems and shall avoid duplication of existing state and local services and activities under this Agreement.
- k. This Agreement may not be assigned by either party without the prior written consent of the other.
- l. This Agreement shall be construed in accordance with the laws of the State of Florida. Any dispute arising out of or relating to this Agreement shall be subject to the exclusive venue of the United States District Court for the Middle District of Florida or the Eighteenth Judicial Circuit, in Brevard County, Florida.
- m. Contractor shall not use any funds received pursuant to this Agreement for lobbying the Florida Legislature, the judicial branch, or any state agency.
- n. This Agreement constitutes the entire agreement between the parties hereto and shall supersede all previous or contemporaneous statements, communications, or agreements, either oral or written, by or between the parties hereto with respect to the subject matter hereof, and is not intended to confer upon any person other than the parties any rights or remedies hereunder.

Authorized parties are signing this Agreement on the Execution Dates under the signatures below.

Space Florida: _____:

By: _____
 Name: Denise Swanson
 Title: Chief Financial Officer and Vice
 President of Administration

By: _____
 Name: _____
 Title: _____

Execution Date: _____

Execution Date: _____

ATTACHMENT A Audit Requirements

The administration of resources awarded by Space Florida to the Contractor (in this Attachment the Contractor is referred to as the “recipient”) may be subject to audits and/or monitoring by Space Florida or DEO as described in this section.

MONITORING

In addition to reviews of audits conducted in accordance with 2 CFR 200 Subpart F (Audit Requirements) and section 215.97 of the Florida Statutes as revised (see “AUDITS” below), DEO will conduct or arrange for monitoring of activities of the recipient as required by 2 CFR 200.331(d) and 45 CFR 75.352(d). Such monitoring activities may include on-site visits by DEO staff or contracted Contractors. By entering into this Agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by DEO. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Florida Department of Financial Services, the Florida Auditor General or Inspector General in accordance with subsection 20.055(5) of the Florida Statutes.

AUDITS

PART I: FEDERALLY FUNDED – NOT APPLICABLE.

PART II: STATE FUNDED

This part is applicable if the recipient is a non-state entity as defined by subsection 215.97(2) of the Florida Statutes.

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$750,000 in any fiscal year of such recipient, the recipient must have a State single or project-specific audit for such fiscal year in accordance with section 215.97 of the Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. **Exhibit 1** to this Attachment indicates state financial assistance awarded through Space Florida by this Agreement. In determining the State financial assistance expended in its fiscal year, the recipient shall consider all sources of State financial assistance, including State financial assistance received from Space Florida, other State agencies, and other non-State entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a non-State entity for Federal program matching requirements.
2. In connection with the audit requirements addressed in Part II, paragraph 1, the recipient shall ensure that the audit complies with the requirements of subsection 215.97(8) of the Florida Statutes. This includes submission of a financial reporting package as defined by subsection 215.97(2) of the Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

3. If the recipient expends less than \$750,000 in State financial assistance in its fiscal year, an audit conducted in accordance with the provisions of Section 215.97 of the Florida Statutes, is not required. In the event that the recipient expends less than \$750,000 in State financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of section 215.97 of the Florida Statutes, the cost of the audit must be paid from the non-State entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).

Additional information regarding the Florida Single Audit Act can be found at:
<https://apps.fldfs.com/fsaa/>.

PART III: OTHER AUDIT REQUIREMENTS - NOT APPLICABLE.

PART IV: REPORT SUBMISSION

1. Copies of reporting packages, to include any management letter issued by the auditor, for audits conducted in accordance with 2 CFR 200 Subpart F (Audit Requirements), as revised, and required by PART I of this Attachment shall be submitted by or on behalf of the recipient directly to each of the following at the address indicated: NOT APPLICABLE.
2. Copies of audit reports for audits conducted in accordance with 2 CFR 200 Subpart F (Audit Requirements), as revised, and required by PART I (in correspondence accompanying the audit report, indicate the date that the recipient received the audit report); copies of the reporting package described in Section .512(c), 2 CFR 200 Subpart F (Audit Requirements), as revised, and any management letters issued by the auditor; copies of reports required by PART II of this Attachment must be sent to DEO at the addresses listed in paragraph three (3) below.
3. Copies of financial reporting packages required by PART II of this Agreement shall be submitted by or on behalf of the recipient directly to each of the following:

- A. DEO at the following address:

Electronic copies: Audit@deo.myflorida.com

- B. The Auditor General's Office at the following address:

Auditor General

Local Government Audits/342
Claude Pepper Building, Room 401
111 West Madison Street
Tallahassee, FL 32399-1450

Email Address: flaudgen_localgovt@aud.state.fl.us

- C. Space Florida at the following address:

Space Florida
Desiree Mayfield, Contract Compliance Manager
505 Odyssey Way, Suite 300
Exploration Park, FL 32953

4. Any reports, management letter, or other information required to be submitted to DEO or Space Florida pursuant to this Agreement shall be submitted timely in accordance with 2 CFR 200 Subpart F, 215.97 of the Florida Statutes and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
5. Recipients and subrecipients, when submitting financial reporting packages to DEO or Space Florida for audits done in accordance with Chapter 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the recipient/subrecipient in correspondence accompanying the reporting package.

PART V: RECORD RETENTION

The recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five (5) years from the date the audit report is issued, or five (5) State fiscal years after all reporting requirements are satisfied and final payments have been received, whichever period is longer, and shall allow Space Florida, DEO, or its designee, the Chief Financial Officer (CFO), or Auditor General access to such records upon request. In addition, if any litigation, claim, negotiation, audit, or other action involving the records has been started prior to the expiration of the controlling period as identified above, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the controlling period as identified above, whichever is longer. The recipient shall ensure that audit working papers are made available to Space Florida, DEO, or its designee, CFO, or Auditor General upon request for a period of five (5) years from the date the audit report is issued, unless extended in writing by DEO.

Exhibit 1 to Attachment A “Audit Requirements”

Federal and State Resources Awarded Through DEO

FEDERAL RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING: N/A

COMPLIANCE REQUIREMENTS APPLICABLE TO THE FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS: N/A

Federal Program: N/A

STATE RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

MATCHING RESOURCES FOR FEDERAL PROGRAMS: N/A

SUBJECT TO SECTION 215.97, FLORIDA STATUTES:

State Project

Line item: _____ Space Florida \$ _____ SEEDTF CSFA _____

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

Requirements are identified in the Agreement.

Exhibit C
Bid Form

BID FORM

BIDDER: _____

DATE: _____

BID NO.: RFB-SF-02-0-2024

FACILITY NAME: Space Life Science Laboratory

PROJECT DESCRIPTION: Animal Care Facility Upgrades

Item No.	Item Description	Unit	Quantity	Total Price
1	Animal Care Facility Upgrade	Lump Sum	1	
Please provide estimated time to complete:				

NOTE: The contractor should read the contract documents for the requirements for construction, insurance, and contractual obligations before submitting a bid proposal. It is the intent of the Owner to award only one (1) contract for work bid in this advertisement. The award will be made to the lowest responsive, responsible and qualified bidder based on the total sum amount bid for each and any, all, or none of the work that the Owner determines to be in their best interest to construct. The contractor should verify the quantities to be included in the construction contract. The contractor shall furnish Space Florida with a Public Construction Bond in 100% of the total estimated amount of the contract. The Public Construction Bond shall continue in effect for one (1) year after completion and acceptance of the work as guarantee against construction defects. The contractor in his/her bid shall include the cost of said bond.

(Name of Bidder)

(Authorized Signature)

(Title)

(Mailing Address)

(City, State, Zip)

(Federal ID No. or SS No.)

(Phone Number)

(Date)

Exhibit D
Non- Collusion Clause

NON-COLLUSION CLAUSE

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

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

NAME

RELATIONSHIPS

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

Signature

Company Name

Print Name of Certifying Official

Business Address

City, State, Zip Code

Exhibit E

Statement Pursuant to Section 287.133(3(a) of the Florida Statutes on Public Entity Crimes

**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)

Exhibit F
Vendor Certification Regarding Scrutinized Companies Lists

**VENDOR CERTIFICATION REGARDING
SCRUTINIZED COMPANIES LISTS**

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

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

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

CERTIFIED BY: _____,
PRINT NAME *PRINT TITLE*

WHO IS AUTHORIZED TO SIGN ON BEHALF OF THE ABOVE REFERENCED COMPANY.

Authorized Signature: _____.