



**Request for Proposals
For
Shuttle Landing Facility Commercial Aviation Fuel Supplier**

RFP-SF-01-0-2021

Publication Date: June 22, 2021

Due Date: July 1, 2021

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.

STATEMENT OF WORK

SF, under a property agreement, operates and manages the Shuttle Landing Facility (SLF) at Cape Canaveral Spaceport, Florida, within the confines of Kennedy Space Center. The SLF is considered a low-volume high value facility with specialized Department of Defense (DoD), Federal Government, State and commercial aircraft operations including horizontal launch spacecraft. The SLF was built in 1976 for the National Aeronautics and Space Administration (NASA) Shuttle program. After the shuttle program ended in 2011, NASA solicited for the SLF to be operated by an independent organization as a commercial spaceport and unique testing facility. SF won the solicitation and in 2015 took over operations and management of the airfield. SF owns and operates a 20,000 gallon Jet-A fuel storage facility with planned accommodation of a second future 20,000 gallons Jet-A tank at the SLF.

Scope of Work

To ensure a continued level of service, uninterrupted fuel supply SF requires a vendor capable of providing commercial fueling operations to include purchase of Jet-A aviation fuels for its above mentioned 20,000-gallon Jet-A fuel storage facility and leasing of two (2) mobile 5,000-gallon re-fueling vehicles capable of fueling Government, DoD, and commercial jet turbine aircraft.

Space Florida has an ongoing need of a qualified vendor to serve as the fuel supplier (Jet-A), and supplier of re-fueling truck(s) to service aircraft at the SLF. In addition, fuel supplier must have the capability to provide temporary on-site fuel storage via re-fueling trucks from time-to-time as necessary to support specific events. Vendor shall be capable of providing a level of service that exceeds 300,000 gallons annually.

A. Minimum Qualifications

The Vendor shall affirmatively demonstrate or attest to its ability to meet the following minimum qualifications/specifications:



1. Product Specifications.

- a. Jet-A Fuel: Aviation Kerosene Type Jet-A fuel received shall meet the requirements of ASTM (American Society for Testing and Materials) D-1655 (latest revision) Standard Specification for Aviation Turbine Fuels. Vendors that provide Jet-A pre-blended with anti-icing additives shall also conform to MIL-DTL-85408 specifications.
- b. Temporary Fuel storage solution, re-fuelers, and related training shall conform to the latest revisions of the following: Federal Aviation Administration (FAA) Advisory Circular 150/5230-4B Aircraft Fuel Storage, Handling, Training, and Dispensing on Airports; and, ATA (Airlines of America) Specification 103 Standard for Jet Fuel Quality Control at Airports.

2. Delivery/ Supply.

- a. Vendor shall provide ordering capability 24 hours a day, 7 days a week.
- b. Vendor shall be able to provide aviation fuel delivery 24 hours a day, 7 days a week.
- c. Vendor shall make every effort to provide delivery within 24 hours of order being placed.
- d. Vendor will indicate the primary location of supply and describe its contingency plan in case of interrupted fuel delivery from the primary delivery point. A minimum of one alternate supply location / plan must be identified.
- e. Vendor will outline its plan for fuel deliveries to the SLF.

3. Service and Technical Support.

- a. Vendor will not be responsible to maintain and operate the fuel farm, the fuel farm will be maintained and operated by SF.
- b. Vendor shall provide a qualified account manager/representative that can answer fueling and quality control questions and provide support in a timely manner. Vendor shall identify its account representative and provide and a listing of contacts, by name, position, and email, for quality control, logistics, training and marketing support.
- c. Vendor shall have experience with FAA regulations required to support the Airfield's requirements.
- d. Vendor may offer to process credit cards through a FBO or accounting management system (i.e. Total FBO or similar) for instant verification with a preferred internet based system or batch processing allowing electronic transfer of funds to be posted into the SF's account within 48 hours. Vendor shall describe its preferred computer management system and any other payment support systems.
- e. Vendor's credit card approval system must be capable of accepting the following cards: US Government Air Card, Visa, Master Card, Discover Card, Multiservice, AVCard, American Express, Diners Club, Military Contract Cards, and Fuel Company Cards.
- f. Insurance Program: Vendor will provide details of insurance program as per insurance requirements contained in **Attachment B, Sample Fuel Contract and Attachment C, Sample Lease Contract**.
- g. Professional Line Service and Customer Service Training Programs: The Vendor shall describe all available training programs and materials including web or computer-based elements. Describe any associated costs for the training offered.



4. Branding/Marketing.

- a. Vendor is encouraged to provide an outdoor signage plan proposal (airside, landside and interior of the Operations building). Note that all signage must be approved by SF and NASA/KSC. All approved signage shall be installed at the beginning of the contract period at no additional cost to the SF.
- b. All regulatory type labeling and placards (i.e. product identification, No Smoking, Flammable, Hazardous ID labels) shall be provided as required at no additional cost to the SF.
- c. Vendor shall outline any available uniform and/or branded apparel program(s) that would be provided or be available to the SF at startup and annually thereafter.
- d. Aviation Industry Participation: Vendor shall describe trade show participation and industry organization memberships, such as NATA or NBAA conventions. Identify opportunities that will be available for the SF.

B. Re-fueler Lease Program

Vendor shall describe the fueling trucks it proposes to provide to SF to dispense fuel at the SLF, including make, model, capacity, year and equipment specifications. SF reserves the right to accept or reject any individual truck proposed. At a minimum, Vendor shall provide a proposal to lease at least the following:

1. Jet-A re-fueler

- a. Two (2) 5,000 gallon, minimum 350 GPM, 1 underwing single-point hose, 1 over wing hose
- b. Each re-fueler shall be less than five (5) years old. If age of re-fueler exceeded five (5) years, justification should be provided.
- c. Vendor shall identify an annual lease amount and a lease/purchase price for each re-fueler.
- d. Vendor shall describe its programs to provide relief re-fuelers as required to meet special needs such as special events at the SLF or to temporarily replace re-fuelers due to maintenance needs.
- e. Vendor shall be responsible for routine maintenance of the re-fueling vehicles along with any repairs not directly attributed to negligent use of the vehicle. The Vendor shall include a maintenance schedule for the re-fuelers.
- f. The Vendor may provide an alternative recommendation / proposal for a different number and/or different size of fuel trucks for the SF to consider. The Vendor should outline why they are recommending an alternative to the specifications identified above.

C. Fuel Pricing Index



- a. Pricing for Jet-A shall be based on the Platts Gulf Coast Pipeline Mean (Index Price) to establish a per gallon Base Fuel Cost, plus all applicable local, state and federal taxes plus freight charges from the local rack to the SLF plus a Fixed Margin, plus the remainder of the differential.
- b. The Fixed Margin shall include all costs and expenses associated with meeting the requirements of providing the services and support by Vendor, with the exception of costs of fuel trucks and co-operative advertising and training programs that would incur additional costs, which costs shall be included in the items below.
- c. The applicable Index Price used shall be faxed or emailed weekly to the SF. Failure to comply with this requirement will enable the SF to use the lowest Index Price during the previous 52-week period for the billing cycle for which the Index Price was not made available. All prices shall be carried out to four (4) decimal places.

D. Other Considerations

- a. Implementation and Start-up Plan: Vendors shall provide a detailed start-up plan that assures a smooth startup/ transition for providing services at SLF. This plan shall include, but not be limited to, training, certification, fuel delivery, fuel truck delivery and installation of any branded signage.
- b. The Vendor may include “Value Added” items at no cost to SF. Describe how they will benefit SF, SLF customers, and SLF Tenants.

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Tentative Schedule

Legal Notice Sent to Florida Today	June 16, 2021	N/A
RFP Posted to Space Florida Website and DemandStar	June 22, 2021	N/A
Question Submission Deadline	June 25, 2021	1:00 p.m.
Question Responses Posted to Space Florida Website and DemandStar	June 28, 2021	N/A
Proposals Due	July 1, 2021	1:00 p.m.
Proposals Evaluated by Director of Contracts	July 1, 2021	N/A
Proposals Evaluated by Evaluation Committee	July 5, 2021	N/A
Notice of Intent to Negotiate Posted to Space Florida Website and DemandStar	No later than July 8, 2021	N/A
Notice of Intent to Award Posted to Space Florida Website and DemandStar	No later than July 14, 2021	N/A

COMMUNICATIONS AND QUESTIONS

1. Prospective vendors and representatives thereof shall not contact, communicate with, or discuss any matter relating in any way to this RFP with any Space Florida employee, board or committee member, or any non-employee appointed by Space Florida to evaluate or to recommend selection of a vendor under this RFP. Any such may result in disqualification from consideration for award of this RFQ.
2. Questions may be asked regarding the RFP 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 June 25, 2021 at 1:00 p.m.**

Submittal Instructions

ALL QUALIFICATIONS PACKAGES MUST BE SUBMITTED ELECTRONICALLY TO AODONNELL@SPACEFLORIDA.GOV. No hard copy originals will be accepted.

Qualifications packages are due via email July 1, 2021 by 1:00 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 scored.



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.

The proposal is limited to 15 one-sided pages.

Vendor's proposal shall specifically identify and address and include, in the same order presented below, each of the following Sections A-G, 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 proposal being deemed non-responsive.

- A. Title Page: Identify the RFP subject, RFP 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. Table of Contents: Provide identification of the material by section and by page number.
- C. 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 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.
- D. Vendor's Aviation Fuel (Jet-A) Pricing
- E. Vendor's Proposed Re-fueler Equipment, Pricing and Leasing options
- F. Background/Key Personnel-
 - 1. Vendor's service experience, qualifications in the industry along with key personnel and references.
- G. Vendor's Branding and Marketing
- H. Other Relevant Factors/Additional Data
 - 1. Other considerations or incentives and technical support programs.

Rating Proposals and Award: Proposals will be evaluated in a two-stage process:



- **Stage One:** Proposals shall be reviewed based on the submittal instructions identified herein. All vendors who qualify based on the required submittal instructions shall proceed to the next stage.
- **Stage Two:** Proposals shall be ranked in accordance with SF's RFP Evaluation Criteria which shall be determined by at least three SF employees. Proposals received will be evaluated and ranked in accordance with the RFP evaluation criteria. A ranking will be established by totaling the sum of the scores. The RFP Evaluation Criteria Score Sheet for Stages Two is attached hereto as **Attachment A, RFP Evaluation Criteria Score Sheet.**
- **Optional:** SF may interview the vendors or request that the vendors make presentations.

Right to Reject Proposals: SF reserves the right to make an award it determines to be in its best interests or to reject any and all proposals. Further, SF, in making its award decision, retains the authority to waive what it considers to be minor irregularities in the proposal or to seek clarification on certain issues from any vendor submitting a proposal. Failure to provide requested information may result in the rejection of the proposal.

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

Disputes: Failure to file a protest within the time prescribed in subsection 120.57(3) of the Florida Statutes, or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under chapter 120 of the Florida Statutes.

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 proposals 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 proposals. The Florida Statutes and the State Constitution govern whether information in a proposal is confidential or exempt from the Public Records Act. If information is submitted in the proposal which the vendor deems to be a trade secret or confidential and exempt from the Public Records Act, the information shall be submitted with the proposal in a **separate, clearly marked email referencing the specific statutory citation for such exemption.**

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

The vendor agrees that it shall protect, defend, and indemnify, including attorney's fees and costs, SF for any and all claims and litigation (including litigation initiated by SF) arising from or relating to



vendor's claim that the separately marked portions of its reply are not subject to disclosure. If the vendor fails to separately mark portions of its proposal, or mark its proposal "confidential" (or other similar language) in its entirety, SF is authorized to produce the entire document, data or record submitted by the vendor in responding to a public records request.

Compliance with Laws: Vendor shall comply with all laws, rules, codes, ordinances, licensing and bonding requirements that are applicable to this RFP and the conduct of vendor's business, including those of Federal, State, and local agencies having jurisdiction and authority. By way of non-exhaustive example, the vendor shall comply with the Florida Sunshine Law and Public Records Act, Immigration and Nationality Act, the Americans with Disabilities Act, and all prohibitions against discrimination on the basis of race, religion, sex, creed, national origin, handicap, marital status, or veteran's status. The selected vendor understands and will comply with subsection 20.055(5) of the Florida Statutes.

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.

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

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 proposal is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any vendor or person to submit a complementary or other noncompetitive proposal.
5. The prices and amounts in the proposal have been arrived at independently and without consultation, communication, or agreement with any other Vendor or potential Vendor; neither the prices nor amounts, actual or approximate, have been disclosed to any Vendor or potential Vendor, and they will not be disclosed before the opening of the proposals.



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

Selection Criteria

Selection will not be made solely on price. Evaluation of proposals will be based on, but not limited to, the following factors, which may not necessarily be in the order of importance:

- Vendor's Aviation Fuel (Jet-A) Pricing
- Vendor's Proposed Re-fueling Equipment and Pricing
- Vendor's Service
- Vendor's Experience in the Industry
- Vendor's Branding and Marketing
- Other Considerations/Incentives and Technical Support Programs

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. Each individual scorer will total their scores (0-100) for each vendor and provide a ranking of the vendors 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 three vendors. For example, a vendor that is ranked 1st by two scorers and 3rd by another scorer will receive a final ranking of 1.667. A vendor 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 vendor that scores the highest overall ranking from the proposals as the first ranked vendor with which to begin negotiations of a contract.

In the unlikely event of a tie in the rankings, the vendor that has the highest ranking and least expensive Vendor's Aviation Fuel (Jet-A) Pricing shall be declared the top ranked vendor.

As part of the proposal evaluation process, the highest ranked vendors may be asked to make a presentation and/or participate in an interview process prior to the final selection and a



recommendation of contract award. In addition, the Space Florida reserves the right to request more information from any or all respondents regarding their proposal.

Award will be made to the most advantageous Vendor meeting, solely in the Space Florida's opinion, the above outlined criteria.

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**Attachment A
RFP Evaluation Criteria Score Sheet**

Evaluation Criteria Score Sheet: Vendors will be evaluated on the following criteria:

Item #	Selection Criteria	Score Range
1.	Vendor's Aviation Fuel (Jet-A) Pricing	15
2.	Vendor's Proposed Re-fueler Equipment, Pricing and Leasing options	15
3.	Background/Key Personnel- Vendor's service experience, qualifications in the industry along with of key personnel and references.	45
4.	Vendor's Branding and Marketing	10
5.	Other Relevant Factors/Additional data Other considerations/incentives and technical support programs	15
	Total	100 Possible

Attachment B
RFP 01-0-2021 Shuttle Landing Facility Commercial Aviation Fuel Supplier
Sample Fuel Contract

AGREEMENT NO.: _____
between
SPACE FLORIDA
and

THIS AGREEMENT is entered into effective this ____ day of July, 2021, by and between _____ of _____, _____, hereinafter called "Seller" and **Space Florida**, an independent special district, a body politic and corporate, and a subdivision of the State of Florida, located at Kennedy Space Center, Florida hereinafter called "Buyer" ("Agreement").

1. Agreement: Seller agrees to sell and deliver to Buyer's fuel trucks or tanks as designated by Buyer, and Buyer agrees to purchase, receive and pay for from Seller on a exclusive basis, aviation fuels for use or resale, at the Space Florida managed Shuttle Landing Facility, FAA identifier: KTTS, located at the Kennedy Space Center, Florida ("Airport").

2. Term: This contract shall remain in force for a period of one (1) year beginning on the ____ day of July, 2021 and for three (3) successive Option periods of twelve months each thereafter. Written notice of renewal for each such period will be provided by Buyer before the expiration of the prior term, unless and until terminated pursuant to the terms and conditions of this Agreement. This Agreement may be terminated by the non-breaching party with five (5) days notice to the breaching party after first providing written notice of fifteen (15) days opportunity to cure on account of breach or default of the terms of this Agreement.

3. Deliveries: The aviation fuels sold and purchased hereunder shall be the regular grade or grades of aviation fuels as currently supplied by Seller and deliveries to Buyer hereunder shall be by tank truck at the place of business of Buyer at said Airport in approximately even quantities in such amounts and at such times during business hours as Buyer may direct. It is understood that Seller's obligation hereunder is limited to such grade or grades of aviation fuels as are distributed by Seller, at the time and place of delivery hereunder.

4. Pricing: Buyer agrees to pay for the aviation fuels covered by this contract as follows:

JET A

Base fuel cost Gulf Coast Mean Plat Price + _____

*Plus applicable taxes and actual freight costs. As herein used, the words "Gulf Coast Mean Platt price" means the average of the mean of the high and low quotations appearing in the "Platts US Marketscan" under the heading "Gulf Coast" subheading "Distillates and blendstocks" and "waterborne" for "Jet 54".

5. Terms: Buyer agrees to pay Seller for all such aviation fuels within thirty (30) days

of receipt of delivery of fuel by Buyer.

6. Taxes, Fees and Airport Charges: Any tax or other charge imposed by any governmental authority or other agency upon the commodity herein sold, or on the production, sale, transportation, or delivery thereof, or any feature thereof or of this Agreement, existing at the time of delivery thereunder, shall be added to the price hereunder and paid by Buyer.

7. Failure to Perform: If Seller's supplier should at any time during the life of this Agreement discontinue the marketing of any or all grades of aviation fuels in Buyer's territory, Seller shall be relieved of all obligation to sell or deliver such discontinued grade or grades to Buyer and Buyer shall be at liberty to purchase such discontinued grade or grades from other sources.

8. Conditions: All orders hereunder will be filled with reasonable promptness, but it is mutually agreed that Seller shall not be obligated to furnish goods hereunder, nor be liable in damages for failure to do so, in the event acts of God, strikes, difficulties with its workers, lockouts, fires, foreign or domestic governmental authority, war conditions in this and any foreign country, accident, delays by railway or other methods of transportation, or other causes beyond its control, shall render it impossible for Seller to do.

9. Trademarks: Seller grants to Buyer a nonexclusive, non-transferable right to use the “_____” brand or licensed trademark in connection with the sale of aviation fuel at Buyer’s Airport. Buyer will conform to the branding rules of usage set forth by Seller. Nonconformance to these rules will result in the de-branding at the Buyer’s Airport.

10. Prohibition of Use of NASA Name and Emblems. Seller shall not use “National Aeronautics and Space Administration” or “NASA” in a way that creates the impression that a product or service has the authorization, support, sponsorship, or endorsement of NASA, which does not, in fact, exist without prior written consent from Buyer and NASA. Seller shall not use NASA emblems (i.e., NASA Seal, NASA Insignia, NASA logotype, NASA Program Identifiers, and the NASA Flag) without prior written consent from Buyer and NASA.

10. Health, Safety and Environmental (“HS&E”) Compliance:

(a) Product Handling - Buyer shall exercise reasonable caution in the storing, handling, and dispensing of aviation fuel, including daily inspection of all storage and dispensing equipment to prevent or eliminate contamination in any form, including commingling with other fuels. Buyer shall, immediately notify Seller of any instance of aviation fuel contamination or commingling with other fuels.

(b) Environmental Compliance - Buyer shall observe any and all federal, state, and municipal laws, ordinances, rules and regulations, user permits, and the like pertaining to the composition, handling, storage and dispensing of aviation fuel purchased hereunder including, without limitation, any and all laws, ordinances, rules and regulations pertaining to the volatility or vapor pressure of aviation fuel and the storage of same in aboveground or underground storage tanks. Buyer shall comply with any reasonable program instituted by Seller to assure

compliance with any such laws, ordinances, rules and regulations.

12. Insurance to be Maintained by Seller: Buyer shall purchase and maintain at Buyer's expense the following insurance coverage:

- a. Worker's Compensation and Employer's Liability insurance in compliance with applicable Worker's Compensation and Occupational Disease Statutes with a minimum limit of \$100,000.00 per incident.
- b. General Comprehensive Liability insurance with minimum limits of \$1,000,000.00 for injury to one person arising out of a single incident and \$3,000,000.00 for injuries to more than one person arising out of a single incident, and \$3,000,000.00 for property damage.
- c. Comprehensive Automobile insurance which shall include bodily injury and property damage covering owned, non-owned, hired and government-furnished vehicles with minimum limits of \$1,000,000.00 for bodily injury and property damage per occurrence. This requirement is not applicable to privately owned vehicles.
- d. Insurance to cover the loss of or damage to the Premises, Facilities and/or the Cape Canaveral Spaceport Launch and Landing Facility as a result of any activities conducted under this Agreement. The policy must cover the cost of replacing or repairing any U.S. Government and/or Space Florida property (real or personal) damaged as a result of any activities under this Agreement.
- e. Excess Aviation Refueling Liability Insurance in the amount of 50 million dollars (\$50,000,000) will be provided to Buyer by Seller free of charge provided Buyer secures and maintains said above underlying insurance.
- f. On or before the Effective Date, Buyer shall furnish Space Florida a Certificate of Insurance indicating that the insurance policies are in full force and effect. Each insurance policy maintained by Buyer shall name Space Florida and NASA as additional insureds, and as appropriate, joint loss payees. All policies shall contain an endorsement stating that any cancellation or material change shall not be effective unless and at least thirty (30) calendar days prior written notice is provided to Space Florida and NASA.

13. Indemnification and Waiver of Claims.

- (a) Buyer shall indemnify and hold harmless Space Florida, its Officers, Directors, and employees to the fullest extent permitted by law from and against all claims, damages, losses, liens, and expenses, (including but not limited to fees and charges of attorneys or other professionals and court and arbitration or other dispute resolution costs) (i) which may arise or be claimed against Space Florida for any injuries, death, or damages to the persons or property of any person, firm,

company, corporation or entity, consequent upon or arising from Buyer's use or occupancy of the Cape Canaveral Spaceport Launch and Landing Facility (or persons acting by, through or under Buyer); (ii) arising from any acts, omissions, neglect or fault of Buyer, Buyer's agents, employees, invitees or guests; (iii) arising out of or resulting from a breach of the terms of this Agreement by Buyer (or persons acting by, through or under Buyer); and (iv) arising out of or resulting from violations of Applicable Laws by Buyer (or persons acting by, through or under Buyer).

- (b) At Space Florida's election and upon notification to Buyer, Buyer shall assume the defense or settlement of any third-party claim arising under this Agreement with counsel satisfactory to Space Florida; provided, however that Buyer shall not settle any such claim in an amount over \$10,000.00 without Space Florida's prior written consent. Notwithstanding the foregoing, (a) Space Florida shall have the right at Space Florida's option and expense, to participate fully in the defense or settlement of any third-party claim; and (b) if Buyer does not continuously defend or settle any third-party claim within 30 days after it is notified of the assertion or commencement thereof, then (i) Space Florida shall have the right, but not the obligation, to undertake the defense or settlement of such claim for the account and at the risk of the Buyer, and (ii) Buyer shall be bound by any defense or settlement that Space Florida may make as to such claim. Space Florida shall also be entitled to join Buyer in any third-party claim for the purpose of enforcing any right of indemnity hereunder.
- (c) Buyer waives all claims against Space Florida, NASA, Space Florida's and NASA's related entities, and employees of Space Florida and NASA and employees of Space Florida's and NASA's related entities for injury, death, damage, or loss arising from or related to Buyer's use of the Premises.
- (d) In no event shall Space Florida be liable to Buyer 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.
- (e) Space Florida shall not assume any liability for the acts, omissions, or negligence of Buyer or persons acting by, through or under Buyer. In all instances, Buyer shall be responsible for any injury or property damage resulting from any activities conducted by Buyer or persons acting by, through or under Buyer.

14. Charge/Credit Card Program. Invoices from credit and charge card sales may be purchased by Seller from Buyer for approved charge and credit cards, but only as to such merchandise and services and upon such express regulations and instructions as may be set forth in the "_____ Manual" published by Seller and furnished to Buyer from time-to-time. Upon failure by Buyer to comply strictly with such regulations and instructions, Seller shall have the right to charge back to Buyer any amounts represented by non-complying sales.

Such regulations and instructions, as amended or supplemented from time-to-time at Seller's sole discretion, shall be deemed part of this Agreement. Buyer shall accept and honor all credit card, charge card, fuel card, contract fuel, and other payment methods designated by Seller. Seller shall provide all required credit card processing software and hardware needed by Buyer to process credit card payments for fuel sales. All transactions shall be processed via point-of-sale devices and web-enabled processing solutions that are designated and provided by Seller at Seller's cost or 3rd party software vendors designated and approved by Seller and provided at Seller's cost.

15. Contract Fuel Program. Seller offers a comprehensive Contract Fuel Program, and Buyer agrees to participate in this program. Buyer represents and warrants that all contract fuel sales from Seller will be through Seller's Contract Fuel Program. Buyer agrees that into-wing services provided by Buyer to Seller's contract fuel customers will be at a fee lower than any other fee offered to other fuel customers (this only applies to Contract fuel Credit Card Program). Buyer agrees to process all Seller's contract fuel customers transactions via Seller's Contract Fuel Program.

16. Notices: Any notice given by one party to the other in connection with this Agreement shall be in writing and shall be sent by certified or registered mail, return receipt requested or overnight courier with proof of delivery:

SELLER: _____

BUYER:
contracts@spaceflorida.gov
505 Odyssey Way, Suite 300
Exploration Park, FL 32953

Jimmy Moffitt, Airfield Manager
jmoffitt@spaceflorida.gov
505 Odyssey Way, Suite 300
Exploration Park, FL 32953

17. Other. There is no arrangement, agreement or understanding, by or between the contracting parties expressed or implied in any manner relating to the subject matters hereof nor herein specifically stated, and this Agreement shall not be altered or amended except in writing signed by both Buyer and Seller. Venue for any dispute shall be exclusively in the circuit courts of Brevard County, Florida. Florida law shall apply to any dispute or interpretation of this Agreement. This Agreement may be executed and delivered by facsimile or electronic transmission and in several counterparts. Facsimile or electronic, transmission of this Agreement be deemed to be an original, including signatures.

18. KSC SAFETY REQUIREMENTS.

1. Seller shall comply with Kennedy NASA Procedural Requirements (KNPR) 8715.3-3, Kennedy Space Center (“KSC”) Safety Procedural Requirements for Space Florida Organization’s Operating in Exclusive-Use Facilities, with the tailored version of KNPR 8715.3-3 Chapter 7 replacing Chapter 7 of the KNPR.

2. Seller shall comply with the tailored version of KNPR 8715.3 - 3, Chapter 7 Mishaps and Close Calls as follows:

KSC-Reportable Mishaps are unplanned events arising from the acts or omissions of Seller that result in at least one of the following:

- The death of an individual.
- Injury or illness to any individual that is not employed by Space Florida or Seller, its agents or invited guests.
- Damage to property outside the AIRPORT defined area.
- High visibility or high public interest event, including events that could bring OSHA or media attention to NASA.

3. Seller shall report all KSC-Reportable Mishaps to Space Florida, within a reasonable time upon the event being known (after appropriate emergency/medical response is notified and prior to the notification of OSHA), by notifying the Space Florida Airfield Manager identified in this Agreement.

4. Seller will support the safety culture at KSC, and report any unsafe activity, condition, event, or source of danger that they observe at KSC to Space Florida.

5. Seller shall comply with NASA regulations, and all other laws, policies, and guidelines that pertain to security, fire and emergency management.

19. NASA Authority. Seller acknowledges that NASA has the authority to direct Space Florida to cease activities at the Airport reasonably believed to be incompatible with safety, security, environmental protection, resource protection, or other interests of the federal government of the United States of America (the “Government”). Under such an event, Seller shall not submit any claim against Space Florida and waives all claims under this Agreement.

20. Public Records. To the extent Seller is acting on behalf of Space Florida as provided under Subsection 119.011(2) of the Florida Statutes, Seller shall:

1. Keep and maintain public records required by Space Florida to perform the services under this Agreement.
2. Upon request from Space Florida’s custodian of public records, provide Space Florida 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.

3. 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 Seller does not transfer the records to Space Florida.
4. Upon completion of the Agreement, transfer, at no cost, to Space Florida all public records in possession of Seller or keep and maintain public records required by Space Florida to perform the service. If Seller transfers all public records to Space Florida upon completion of the Agreement, Seller shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Seller keeps and maintains public records upon completion of the Agreement, the Seller shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to Space Florida, upon request from Space Florida's custodian of public records, in a format that is compatible with the information technology systems of Space Florida.

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

IF SELLER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO SELLER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT SPACE FLORIDA'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.

21. Environmental Compliance.

1. Seller 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 Airport, Seller shall cease its activities at the site and immediately notify the Space Florida's Airfield Manager.
2. Seller shall take measures to prevent the release of hazardous materials at, about, or beneath the Airport. Seller shall immediately report spills, releases, or emissions of hazardous materials that exceed a "Reportable Quantity" to Space Florida's Airfield Manager. 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. Seller 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 Space Florida Airfield Manager.
4. Seller shall comply with applicable oil pollution prevention regulations under Title 40 Part 112 of the Code of Federal Regulations.

22. Employment Verification.

1. Seller shall utilize the E-Verify system to verify the employment eligibility of all employees hired by Seller during the term of this Agreement
2. 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 employees hired to work in the United States. There is no charge to employers to use E-Verify. The Department of Homeland Security's E-Verify system can be found at: http://www.dhs.gov/files/programs/gc_1185221678150.shtm .

23. Access. Access by Seller to NASA facilities or property is contingent upon compliance with NASA security and safety policies and guidelines including, but not limited to, standards on badging, credentials, and facility and IT system/application access.

24. Affirmations.

1. Seller 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.
2. Seller shall provide a harassment-free workplace, with any allegation of harassment given priority attention and action by management.
3. Seller shall provide a drug-free workplace with any allegation of substance abuse given priority attention and action by management.
4. Seller affirms that it is aware of the provisions of Subsection 287.133(2)(a) of the Florida Statutes, and that at no time has Seller been convicted of a Public Entity Crime. Seller agrees that it shall not violate such law and further acknowledges and agrees that any conviction during the term of this Agreement may result in termination of this Agreement by Space Florida.

5. Seller affirms that it is aware of the provisions of Subsection 287.134(2)(a) of Florida Statutes, and that at no time has Seller been placed on the Discriminatory Vendor List.
6. Seller shall not use any funds received pursuant to this Agreement for lobbying the Florida Legislature, the judicial branch, or any state agency.

25. Electronic Signatures: The parties agree that this Agreement may be executed by electronic signature, which shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature. For purposes of this Agreement “electronic signature” includes faxed versions of an original signature, electronically scanned and transmitted versions (via pdf) of an original signature, and portable document formats which include, but are not limited to, Adobe or DocuSign.

Signed as of the signature date shown below:

By:
Date: _____

SPACE FLORIDA

By:
Name: _____
Title: _____
Date: _____

Attachment C
RFP 01-0-2021 Shuttle Landing Facility Commercial Aviation Fuel Supplier
Sample Lease Contract

AGREEMENT NO.: _____

between
SPACE FLORIDA
and

THIS **AGREEMENT** is made and entered into this ____ day of July, 2021, by and between _____, a corporation existing under and by virtue of the laws of the _____, with its principal office in _____, and hereinafter referred to as "Lessor" and **Space Florida**, an independent special district, a body politic and corporate, and a subdivision of the State of Florida, located at Kennedy Space Center, Florida, hereinafter referred to as "Lessee" ("Agreement"),

WITNESSETH

Lessor agrees to deliver and lease to Lessee for Lessee's use at the Space Florida managed Shuttle Landing Facility Airport, FAA identifier: KTTS ("Airport"), the aviation refueling truck (hereinafter referred to as "refueling equipment") described as follows:

This confirms our mutual understanding that the above described refueling equipment is, as of the above date, leased to Lessee subject to the following terms and conditions:

1. For the use of said refueling equipment during the term hereof, Lessor hereby agrees to lease to Lessee _____ for a rental fee of _____ per month, plus applicable sales and use tax, to commence as of the date of delivery. In the event the needs of the Lessee change Lessor will provide alternate truck solutions for consideration. Lessor shall be permitted to increase said rental while this Agreement is in effect by giving Lessee at least ninety (90) days advance written notice of the effective date of said increased rental. In the event of any increase in rental, Lessee shall have the right to terminate this Agreement on the effective date of said increase by giving Lessor written notice of its intention to terminate on said effective date.

2. This contract shall remain in force for a period of one (1) year beginning on the date of delivery and for three (3) twelve-month Option periods thereafter. If written notice of renewal for each such period is provided by Lessee before the expiration of the prior term, unless and until terminated pursuant to the terms and conditions of this Agreement. Lessee may terminate this Agreement for its convenience with thirty (30) days written notice to Lessor. This Agreement may be terminated by the non-breaching party with five (5) days' notice to the breaching party and opportunity to cure on account of breach or default of the terms of this Agreement.

3. Said refueling equipment shall in no way become the property of Lessee, or anyone claiming thereunder, and shall be used solely by Lessee or its representatives at the Airport, for handling the aviation fuels supplied by Lessor.

4. Lessee shall pay all sales and property taxes, assessments, and licenses and registrations on said refueling equipment during the term of this Agreement, and furnish to Lessor's reasonable satisfaction, verification that payment has been made before said taxes, assessments, or fees become delinquent.

5. It is understood and agreed that Lessee will not encumber said refueling equipment or do or permit anything to prejudice the title of the owner thereto; will comply with all laws, ordinances, and regulations applicable to the refueling equipment. It is also agreed that Lessee shall not add or remove any equipment or appurtenances to or from said equipment without the written consent of Lessor.

6. It is further understood and agreed that each party accepts the applicable responsibilities for operating and maintaining said refueling equipment listed as hereafter provided, said list being made a part hereof by reference. Lessor shall be permitted access to inspect the refueling equipment at all reasonable times.

7. Lessee agrees that it shall return said refueling equipment to Lessor at the termination of this Agreement in as good condition as when Lessee received it, normal wear and tear excepted.

8. **Insurance.** Lessee agrees to maintain adequate physical damage insurance on refueling equipment during the term of this Agreement with Lessor named as an additional insured party, and to furnish a copy of certificate of insurance to Lessor.

9. This Agreement supersedes and takes the place of all former agreements, and amendments thereto, heretofore entered into between the parties covering the lease of refueling equipment at the location above-stated.

10. Lessee agrees that it will not use or permit the use of the vehicle leased hereunder in an improper manner or in violation of any law; so as to avoid any insurance covering the same; or as a public or private livery; or permit the vehicle to become subject to any lien, charge or encumbrances.

11. **Maintenance.** The Lessor is responsible for:

A. Performing minor maintenance on refueler, including preventive maintenance, tune-ups, starter repair, battery replacement, alternator repair, filter/element replacement, ground reel replacement, deadman cable & handle replacement, fuel nozzle replacement, etc. The Lessor shall also be responsible for major repairs (engine or transmission rebuilding, etc.)

B. Quality control inspections on the fueling equipment and for filter replacement at regular intervals.

C. Furnishing all fuel for refueling equipment.

D. Checking and maintaining sufficient supply of lubricating oil in crankcase.

E. Checking regularly and maintaining sufficient supply of gear oil in transmission and differential.

F. Pay for all ground reel equipment and replacement of aviation refueling hose.

G. Checking battery water level weekly. Test and charge battery as necessary. Replace as needed.

H. Maintaining proper air pressure in tires, and making all necessary tire changes and repairs, including replacements.

I. Pay for all deadman cable and handle replacements.

J. Checking and maintaining adequate all-season antifreeze in radiator to protect cooling system properly. Antifreeze shall be maintained in refueling equipment throughout the year.

K. Keeping all fire extinguishers fully charged and in good working order.

L. Pay for meter calibration, if any required.

M. Inspect nozzle screens, filter, and filtering equipment daily, and clean as necessary.

N. Furnish any ladders desired by Lessee.

O. Pay for any fuel nozzle replacements.

P. Lessee shall reimburse Lessor for replacement of parts or equipment lost from refueler equipment, and for all expenses incurred for repairs to, and/or replacement of parts of, the refueling equipment through carelessness, abuse, or neglect.

Q. Wash and clean refueling equipment as necessary to maintain good appearance.

R. Lessee shall advise Lessor at once if operation of truck or refueling system indicates need for repairs which are Lessor's responsibility. Cost of local repairs or replacements by others will not be paid or reimbursed by Lessor unless prior authorization is secured from Lessor.

12. The execution of this Agreement and the performance of any act pursuant to the provisions thereof shall not be deemed or constructed to have the effect of creating between Lessor and Lessee the relationship of principal or agent, or of a partnership or joint venture.

13. Prohibition of Use of NASA Name and Emblems. Lessor shall not use "National Aeronautics and Space Administration" or "NASA" in a way that creates the impression that a product or service has the authorization, support, sponsorship, or endorsement of NASA, which does not, in fact, exist. Lessor shall not use NASA emblems (i.e., NASA Seal, NASA Insignia, NASA logotype, NASA Program Identifiers, and the NASA Flag).

14. Notices: Any notice given by one party to the other in connection with this Agreement shall be in writing and shall be sent by certified or registered mail, return receipt requested or overnight courier with proof of delivery:

LESSOR: _____

LESSEE: _____
contracts@spaceflorida.gov
505 Odyssey Way, Suite 300
Exploration Park, FL 32953

Jimmy Moffitt, Airfield Manager
jmoffitt@spaceflorida.gov
505 Odyssey Way, Suite 300
Exploration Park, FL 32953

15. **Other:** There is no arrangement, agreement or understanding, by or between the contracting parties expressed or implied in any manner relating to the subject matters hereof nor herein specifically stated, and this Agreement shall not be altered or amended except in writing signed by both parties. Venue for any dispute shall be exclusively in the circuit courts of Brevard County, Florida. Florida law shall apply to any dispute or interpretation of this Agreement. This Agreement may be executed and delivered by facsimile or electronic transmission and in several counterparts. Facsimile or electronic, transmission of this Agreement be deemed to be an original, including signatures.

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 - Damage to property outside the AIRPORT defined area.
 - High visibility or high public interest event, including events that could bring OSHA or media attention to NASA.
3. Lessor shall report all KSC-Reportable Mishaps to Space Florida, within a reasonable time upon the event being known (after appropriate emergency/medical response is notified and prior to the notification of OSHA), by notifying the Space Florida Project Manager identified in this Master Agreement.
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3. 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 Lessor does not transfer the records to Space Florida.
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IF LESSOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO LESSOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT SPACE FLORIDA'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.

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2. Lessor shall take measures to prevent the release of hazardous materials at, about, or beneath the Airport. Lessor shall immediately report spills, releases, or emissions of hazardous

materials that exceed a “Reportable Quantity” to Space Florida’s Airfield Manager. 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. Lessor 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 Space Florida Airfield Manager.

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1. Lessor shall utilize the E-Verify system to verify the employment eligibility of all employees hired by Lessor during the term of this Agreement

2. 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 employees hired to work in the United States. There is no charge to employers to use E-Verify. The Department of Homeland Security’s E-Verify system can be found at: http://www.dhs.gov/files/programs/gc_1185221678150.shtm.

21. Access. Access by Lessor to NASA facilities or property is contingent upon compliance with NASA security and safety policies and guidelines including, but not limited to, standards on badging, credentials, and facility and IT system/application access.

22. Affirmations.

1. Lessor 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.

2. Lessor shall provide a harassment-free workplace, with any allegation of harassment given priority attention and action by management.

3. Lessor shall provide a drug-free workplace with any allegation of substance abuse given priority attention and action by management.

4. Lessor affirms that it is aware of the provisions of Subsection 287.133(2)(a) of the Florida Statutes, and that at no time has Lessor been convicted of a Public Entity Crime. Lessor agrees that it shall not violate such law and further acknowledges and agrees that any conviction during the term of this Agreement may result in termination of this Agreement by Space Florida.

5. Lessor affirms that it is aware of the provisions of Subsection 287.134(2)(a) of Florida Statutes, and that at no time has Lessor been placed on the Discriminatory Vendor List.

6. Lessor shall not use any funds received pursuant to this Agreement for lobbying the Florida Legislature, the judicial branch, or any state agency.

23. In no event shall either party be liable to the other 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.

24. Indemnification and Waiver of Claims.

(a) Buyer shall indemnify and hold harmless Space Florida, its Officers, Directors, and employees to the fullest extent permitted by law from and against all claims, damages, losses, liens, and expenses, (including but not limited to fees and charges of attorneys or other professionals and court and arbitration or other dispute resolution costs) (i) which may arise or be claimed against Space Florida for any injuries, death, or damages to the persons or property of any person, firm, company, corporation or entity, consequent upon or arising from Buyer's use or occupancy of the Cape Canaveral Spaceport Launch and Landing Facility (or persons acting by, through or under Buyer); (ii) arising from any acts, omissions, neglect or fault of Buyer, Buyer's agents, employees, invitees or guests; (iii) arising out of or resulting from a breach of the terms of this Agreement by Buyer (or persons acting by, through or under Buyer); and (iv) arising out of or resulting from violations of Applicable Laws by Buyer (or persons acting by, through or under Buyer).

(b) At Space Florida's election and upon notification to Buyer, Buyer shall assume the defense or settlement of any third-party claim arising under this Agreement with counsel satisfactory to Space Florida; provided, however that Buyer shall not settle any such claim in an amount over \$10,000.00 without Space Florida's prior written consent. Notwithstanding the foregoing, (a) Space Florida shall have the right at Space Florida's option and expense, to participate fully in the defense or settlement of any third-party claim; and (b) if Buyer does not continuously defend or settle any third-party claim within 30 days after it is notified of the assertion or commencement thereof, then (i) Space Florida shall have the right, but not the obligation, to undertake the defense or settlement of such claim for the account and at the risk of the Buyer, and (ii) Buyer shall be bound by any defense or settlement that Space Florida may make as to such claim. Space Florida shall also be entitled to join Buyer in any third-party claim for the purpose of enforcing any right of indemnity hereunder.

(c) Buyer waives all claims against Space Florida, NASA, Space Florida's and NASA's related entities, and employees of Space Florida and NASA and employees of Space Florida's and NASA's related entities for injury, death, damage, or loss arising from or related to Buyer's use of the Premises.

(d) In no event shall Space Florida be liable to Buyer 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.

(e) Space Florida shall not assume any liability for the acts, omissions, or negligence of Buyer or persons acting by, through or under Buyer. In all instances, Buyer shall be responsible for any injury or property damage resulting from any activities conducted by Buyer or persons acting by, through or under Buyer.

24. **Electronic Signatures:** The parties agree that this Agreement may be executed by electronic signature, which shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature. For purposes of this Agreement “electronic signature” includes faxed versions of an original signature, electronically scanned and transmitted versions (via pdf) of an original signature, and portable document formats which include, but are not limited to, Adobe or DocuSign.

LESSOR, _____

By: _____

Date: _____

LESSEE, SPACE FLORIDA

By: _____

Name: _____

Title: _____

Date: _____