Request for Proposals For Space Florida

Airfield Operations & Personnel Contract (AO&PC)

Cape Canaveral Spaceport Launch and Landing Facility (Shuttle Landing Facility at Kennedy Space Center – Airport Code KTTS)

RFP-SF-01-0-2024

Publication Date: November 8, 2023 Due Date: December 8, 2023

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

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 (KSC). 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. 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.

SF is responsible for control of public access to the launch site, compliance with explosive siting requirements, execution of agreements with Federal Aviation Authority (FAA) and US Air Force (AF) air traffic and US Coast Guard regarding notices, and operations scheduling including hazardous operations of customers. As a licensed private airport, SF is subject to inspection procedures contained in Rule chapter 14-60 under the authority of Florida's Aviation Manager. This complex also operates under an FAA Launch Site Operators License. This Statement of Work (SOW) defines requirements for a Contractor to provide airfield operations services including aircraft servicing, ground operations,

SPACE FLORIDA

._5

and Air Traffic Control (ATC) operations. Please see Exhibit A, Statement of Work for a detailed description.

Pre-Proposal Site Visit

There will be a Pre-Proposal site visit to meet with Space Florida for a tour of the locations. This is not a mandatory meeting, but attendance is highly encouraged.

Date: November 20, 2023

Time: 10:00 am

Meet at Location: Kennedy Space Center Badging Office, State Road 405, Merritt Island, FL 32953 Please see the map attached as Exhibit D, Map to Kennedy Space Center Badging Office and Cape Canaveral Spaceport Launch and Landing Facility (Shuttle Landing Facility at Kennedy Space Center – Airport Code KTTS).

Vendors must reserve seating at a minimum of one (1) week in advance for the pre-bid meeting by emailing at <u>aodonnell@spaceflorida.gov</u>. All parties needing a badge to enter either Kennedy Space Center must complete the form(s) located in Exhibit C. <u>Badging requests received after November 13, 2023, at 5:00 PM will not be processed.</u>

Vendors are responsible for their own transportation.

The remainder of this page left intentionally blank.

--

Tentative Schedule

EVENT	DATE	TIME
		(EDT)
Legal Notice sent to Florida Today	November 3, 2023	
RFP Posted on Space Florida's Website and	November 8, 2023	
DemandStar		
Pre-Proposal Site Visit Badge Request forms due	November 13, 2023	5:00 PM
Pre-Proposal Site Visit	November 20, 2023	10:00 AM
Question Submission Deadline	November 27, 2023	12:00 PM
	No later than	
Question Responses Posted	December 1, 2023	
Qualifications Packages Due	December 8, 2023	12:00 PM
Qualifications Packages Opened and Evaluated by	December 11, 2023	
Contracts		
Qualifications Packages Evaluated Individual	No later than	
Selection Committee Members	December 15, 2023	
	TBD - anticipated	
Award Notice posted on Space Florida's website	January 8, 2025	

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 RFP.
- 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 Contracts to receive questions is on or before November 27, 2023, at 12:00 p.m.

Submittal Instructions

ALL QUALIFICATIONS PACKAGES MUST BE SUBMITTED ELECTRONICALLY TO Procurement Submission. No hard copy originals will be accepted. Qualifications packages are due via the link above no later than December 8, 2023, 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 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 <u>15</u> one-sided pages.

Minimum Qualifications

A. Airport/aircraft operations Qualifications:

- a. Must acquire and maintain flight-line certification (National Air Transportation Association (NATA) Safety 1st Professional Line Service Training or equivalent training).
- b. Be familiar with various Aerospace Support Equipment (AGE) and SF/AF/KSC technical publications (Technical Orders (T.O.'s)/equipment manuals).
- c. Five years' experience working with military and civilian jet aircraft.
- d. Be familiar with all aspects of airfield services to include Foreign Object Debris, Dropped Object Program, Wildlife Mitigation, Corrosion Control, Flight Line Safety and Crash Damaged Disabled Aircraft Recovery (CDDAR).
- e. Must possess a valid Florida Driver's License.

B. Aircraft Traffic Control Specialist Qualifications:

- a. High School diploma or equivalent with specialized training from a vocational, community college, or accredited institution.
- b. Five years' experience as an air traffic controller to include radar and control tower experience.
- c. Must possess FAA Control Tower Operator certification, and current Class II Medical Certificate.
- d. Must possess good oral and written communication skills.
- e. Must meet requirements under 14 CFR Part 65, Subpart B (65.31 65.50) Air Traffic Control Tower Operators.
- f. Must possess a valid Florida Driver's License.

Vendor's proposal shall <u>specifically</u> 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 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 <u>signed by a representative</u> 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.
 - 5. The form contract to be used for the project is attached hereto as Exhibit H. 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.

D. Evaluation Criteria

1. Qualifications of Firm/Past Performance - 20%

Strength and stability of the firm; experience and technical competence, capability to perform the services, adequacy of labor commitment and past performance with 3 references.

2. Services - 25%

Capability to perform services, availability of specialized personnel, customer service approach and delivery, service levels (schedule), reports, payment processing.

3. Related Experience - 20%

Experience in providing services similar to those requested herein; experience performing ATCT and Operations services, experience operating under the federal contract tower program, client references.

4. Reasonableness of Cost and Price - 35%

Reasonableness of the hourly rates, and competitiveness of quoted firm-fixed prices with other proposals received; adequacy of the data in support of figures quoted; basis on which prices are quoted. Utilize Exhibit B, Pricing Spreadsheet for submission of cost and pricing data.

E. Required Forms

The following forms MUST be completed and submitted with your proposal.

- 1. Non-Collusion Clause; Exhibit E
- 2. Statement Pursuant to Section 287.133(3)(a) of the Florida Statutes on Public Entity Crimes; Exhibit F
 - 3. Vendor Certification Regarding Scrutinized Companies Lists; Exhibit G

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.

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.

Selection Process

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 highest combined score in Reasonableness of Cost and Price.

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, solely in the Space Florida's opinion, the above outlined criteria.

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 RFP shall file a formal written protest within 7 business days after the date that the RFP is posted on Space Florida's website. Any vendor who is adversely affected by the Award Notice

shall file a formal written protest within 3 business days after the date that the Award Notice is posted on Space Florida's website. There shall be no other points of entry for a protest. It shall be the vendors' sole responsibility to check Space Florida's website for such postings. All formal written protests shall be filed with the Space Florida Contracts by email to Annette O'Donnell at aodonnell@spaceflorida.gov. Any protest shall be accompanied by a non-refundable filing fee of \$5,000.00 to compensate Space Florida for its handling of the protest. Space Florida shall issue a written decision on the protest that shall be final. No vendor shall initiate any other legal proceedings without first receiving Space Florida's written decision on the protest.

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.

SPACE FLORIDA

._9

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 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:

SPACE FLORIDA

- 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.

The remainder of this page is intentionally blank.

Exhibit A Statement of Work

Exhibit A

Space Florida Statement of Work (SOW)

Airfield Operations & Personnel Contract (AO&PC)

Cape Canaveral Spaceport Launch and Landing Facility (Shuttle Landing Facility at Kennedy Space Center – Airport Code KTTS)

INTRODUCTION: Space Florida (SF) operates Cape Canaveral Spaceport's- Shuttle Landing Facility (SLF), also known as the Launch & Landing Facility (complex), as a Low Volume, High Value, and Advanced Aerospace Platform facility. The complex served as the primary landing and recovery site for the Space Shuttle Orbiters for over 30 years. The complex is being developed, managed, and operated by SF. The complex is operated as a state-registered, private use airport per Florida Department of Transportation Administrative Code, Rule Chapter 14-60, Airport Licensing, Registration, and Airspace Protection.

OVERVIEW: SF is responsible for control of public access to the launch site, compliance with explosive siting requirements, execution of agreements with FAA and US Air Force air traffic and US Coast Guard regarding notices, and operations scheduling including hazardous operations of customers. As a licensed private airport, SF is subject to inspection procedures contained in Rule chapter 14-60 under the authority of Florida's Aviation Manager. This complex also operates under an FAA Launch Site Operators License. This Statement of Work (SOW) defines requirements for a Contractor to provide airfield operations services including aircraft servicing, ground operations, and Air Traffic Control (ATC) operations.

SCOPE OF WORK DESCRIPTION: The Contractor shall provide day-to-day operations personnel (Air Traffic Controllers & Airport/Aircraft Operations personnel) for the SLF complex as well as servicing SF's customer and guest aircraft and equipment under the above mentioned license activities. The Contractor will provide labor, materials, equipment, and other resources required to operate the SLF facilities listed below at a minimum of 250 days per year (5 days per week/1 shift and allowance for 15 days closure for weather/holidays per the contract terms).

The Contractor will provide staff personnel to support the following LLF facilities:

- 1. Air Traffic Control Tower (J5-1197)
- 2. Landing Aids Control Building (LACB) (J6-2313) which includes pilot, crew and passenger waiting/lounge area, offices, and restrooms
- 3. 15,000-ft. x 300-ft. concrete runway and airfield lighting system
- 4. Asphalt drive lane(s) and overruns adjacent to runway
- 5. 120-ft. wide concrete Taxiway "A"
- 6. 50-ft. wide concrete Towway to Kennedy Parkway
- 7. 480-ft. x 540-ft. concrete apron
- 8. Convoy Vehicle Enclosure shelter (K6-0015)
- 9. Aircraft Ground Equipment shelter (J6-2362)
- 10. Fuel Farm and associated facilities
- 11. Other ancillary facilities at the complex

The Contractor shall coordinate operations with other users located in other SLF facilities to include, but not limited to:

- 1. RLV Hangar (SF-operated under separate contract) (J6-2466)
- 2. Airfield Rescue and Fire Facility (NASA-operated) (J6-2370)
- 3. Flight Vehicle Support (Office) Building (NASA-operated and occupied) (J6-2465)

Hours of operations are anticipated to be 0800-1700 Monday through Friday, or other shifted normal hours as directed by SF with the ability of SF to adjust/add work hours to accommodate special operations, special events, and space related launch and recovery activity to include nights and holidays.

The Contractor shall provide the following specific tasks:

Task 1: Air Traffic Control Tower Services

1. Provide Air Traffic Control Tower (ATCT) manager as required by regulation for parttime administrative, supervisorial decision-making support of tasks listed below.

2. Air Traffic Control Services:

- a. Perform the Air Traffic Control Tower operations, using FAA certified Tower Controllers with current FAA Class II physical status. Operate Air Traffic Control Tower in accordance with current FAAO JO 7110.65, and FAAO JO 7210.3, Facility Operations and Administration.
- b. Ensure compliance with safety standards and regulations; initiate appropriate actions including airfield closures if unsafe operating conditions exist.
- c. As required, provide direction and assistance for incidents/accidents on airport/spaceport premises to include but not limited to hazardous waste spills, aircraft activities, bomb threats, and related events.
- d. Be compliant with relevant regulations under FAA Office of commercial space transportation and Launch Site & Reentry Site Operator License.
- e. Attend or conduct, and participate in weekly operations meetings as directed by the SF Project Manager in conjunction with the services to be performed under this Agreement.
- f. Provide Air Traffic Control (ATC) services for aircraft arriving and departing the SLF or operating within FAA ATC assigned airspace.
- g. Perform duties in compliance with Federal, State, SF, local, laws and regulations, and other any other regulations and/or requirements relating to the SF SLF Agreement, KCA-4412.
- h. Operate control tower, monitor radar systems, and provide traffic advisories and disseminating weather information.
- i. Maintain and update daily status boards, daily log of events, and compile information for various reports.
- j. Request required airfield and facility maintenance,
- k. Utilize all available prescribed methods of deterrence to provide bird control for arriving and departing aircraft.
- 1. Participate in required meetings and task force groups,

- m. Complete minor administrative duties as needed for record keeping and other associated tasks,
- n. Provide other basic ATC related duties and labor as directed by SF.
- 3. Aircraft Traffic Control Specialist Requirements:
 - a. Must possess FAA Control Tower Operator certification, and current Class II Medical Certificate.
 - b. Must meet requirements under 14 CFR Part 65, Subpart B (65.31 65.50) Air Traffic Control Tower Operators.
- 4. Must maintain security clearance, area permit(s), licenses, certifications, etc. required for performance of assigned tasks,

Task 2: Airfield and Ground Operations

- 1. Provide Airfield/Aircraft Operations Supervisor(s) for part-time administrative, supervisorial decision-making support of tasks listed below.
- 2. Airfield and Aircraft Ground Operation Services:
 - a. Perform airfield and aircraft ground operation services using qualified Airfield/Aircraft operations personnel.
 - b. Perform Foreign Object Debris (FOD) inspections and prevention as required.
 - c. Operate Aerospace Ground Equipment (AGE) for customer transient aircraft operations,
 - d. During operating hours, staff the flight planning and aircrew waiting area and ensure access to internet, telephone, and printer for the purpose of pilot pre-flight planning. Contractor may provide more information (if available) to aid in pilot's flight planning process.
 - e. Provide ground handling services for all aircraft traffic on the SLF parking ramp area. All Aircraft Servicers shall ensure compliance with:
 - i. National Fire Protection Association (NFPA) 407 Standard for Aircraft Fuel Servicing
 - ii. FAA Advisory Circular (AC) 150/5230-4 Aircraft Fuel Storage, Handling, and Dispensing on Aircraft
 - iii. SF Spill Prevention Plan and procedures.
 - iv. Environmental Protection Agency (EPA) Regulations
 - v. Aircraft fueling and de-fueling, re-fueling vehicle inspections and Fuel Farm inspections including but not limited to: ATA Spec 103, NFPA 407, MIL-HDBK-844B and FAA AC 150/5230-4 (must maintain certifications).
 - f. Administer and manage the Flight Line Driving Testing Program.
 - g. Coordinate and perform airfield operations activities including the inspection of runways and taxiways; make short- and long-term maintenance and safety recommendations as appropriate.
 - h. Inspect airport operating areas to ensure compliance with safety standards and regulations; assist with appropriate actions including airfield closures if unsafe operating conditions exist.

- i. Provide direction and assistance for incidents/accidents on airport premises including hazardous waste spills, aircraft accidents/incidents, bomb threats, and related events (as required).
- j. Perform arrival processing, and departure services, to meet transient aircraft mission requirements.
- k. Launch, recover, inspect and service aircraft in accordance with DoD and Government Technical Orders (TOs) and directives at Kennedy Space Center.
- l. Perform aircraft servicing with fuel, lavatory, liquid oxygen, towing, gaseous oxygen, nitrogen, oil, and hydraulic fluid as directed.
- m. Perform pre-flight and post-flight, activities on various military and civilian aircraft.
- n. Perform wildlife hazard control as required, assists in airport/facility/base inspections and mission coordination requirements.
- o. Ensure Runway, Taxiway, ramp areas and aircraft support equipment are ready to support aircraft operations as required.
- p. Verify and maintain safety of aircraft and aircraft parking areas to include aircraft cargo uploads and offloads.
- q. Perform duties in compliance with Federal, State, SF, local, laws and regulations, and any other regulations and/or requirements relating to the SF SLF Agreement, KCA-4412.
- r. Service military/civilian aircraft using written or verbal instructions found in OMIs, Vendor Manuals, Technical Orders, and any other applicable documentation.
- s. Perform service inspections and operate special purpose vehicles and aerospace ground equipment (AGE)(Pre-Checks).
- t. Organize aircraft parking scenarios, direct aircraft parking, and aircraft start activities using hand signals and/or two-way radio communications. Park and secures transient aircraft IAW AF/KSC directives.
- u. Provide status of the facilities and GSE conditions to aircraft operators as needed.
- v. Perform logistical support for aircraft and ground operations, including coordination with SF and KSC.
- w. Maintain and update SF activity schedule status information for aircraft arrivals, departures, and support.
- x. Maintain logs and equipment records, as required.
- y. Maintain daily shift logs, Prior Permission Requests (PPR), and Flight Scheduling Applications.
- z. Assure needed supplies and equipment are available and ready to support aircraft operations.
- aa. Must maintain security clearance, area permit(s), licenses, certifications, etc. required for performance of assigned tasks.
- bb. Inspect runway/taxi-way environment daily and note discrepancies.
- cc. Comply with all applicable Aircraft fueling and Aviation Fuel quality requirements.
- dd. Provide Aircraft fueling vehicle operations and services.
- 3. These services may include managing hazardous materials or other environmental responsibilities.

4. Air Servicer Qualifications:

- a. Must acquire and maintain flight-line certification (NATA Safety 1st Professional Line Service Training or equivalent training).
- b. Be familiar with various Aerospace Support Equipment (AGE) and SF/AF/KSC technical publications (Technical Orders (T.O.'s)/equipment manuals).
- c. Be familiar with all aspects of airfield services to include: Foreign Object Debris, Dropped Object Program, Wildlife Mitigation, Corrosion Control, Flight Line Safety and Crash Damaged Disabled Aircraft Recovery (CDDAR).

Task 3:Additional Services (Cost-Reimbursable compensation)

Provide the services described above for outside normal hours, to include nights, holidays and weekends, as facility schedule requires. Ensure that services are available during all requested periods for aircraft arrivals, departures, servicing periods based on Prior Permission Required (PPR), and as mission requirements dictate.

General Requirements (Applicable to all Tasks)

1. General Requirements.

- a. Support all governmental agency, commercial, and other servicing needs and activities (aviation, aerospace, unmanned systems, and other research & development) on the priority basis, as directed by SF.
- b. Make suggestions to SF to update and streamline procedures in conjunction with services being performed and related activities requested by the SF Project Manager.

2. Equipment.

- a. Contractor shall provide all tools, equipment, and a vehicle to perform the work as described under Tasks 1, 2, & 3.
- b. Equipment includes but is not limited to: Personal Protective Equipment (PPE), and safety gear.
- c. SF shall provide limited equipment as shown in **Attachment B**. SF will provide utilities (water, sewer, power and telecomm services) at no charge to the Contractor.
- d. Monitor the status and condition of equipment provided by SF and on loan from Government agencies.
- e. Coordinate with SF, NASA, and others on all cargo and payload operations including heavy equipment, security, roads and grounds, and safety. Arrange for specialized equipment and resource needs.
- f. Arrange Customs and Border Protection services as necessary for international arrivals to the facility.

3. Personnel.

- a. Contractor shall ensure that its employees are of sufficient number so as to properly conduct the operations of Contractors businesses at the SLF.
- b. Establish and maintain a training program to ensure all contracted staff are trained, qualified, and certified. Maintain training records.

- c. Contractor's personnel and/or representatives performing services hereunder shall be neat, clean and courteous professional attire in a manner acceptable to SF.
- d. Personnel shall be required to wear the appropriate approved uniform (or clothing with Contractor identification) at all times when on duty. Personnel should appropriately represent themselves as an agent/contractor of SF when at SF facilities.
- e. Contractor shall not permit its agents, servants, or employees to solicit tips, use improper language, or act in a loud, boisterous or otherwise improper manner.
- f. SF shall be the sole judge as to whether the conduct of Contractor's representative, agents, servants, or employees is objectionable, and if so judged by SF, Contractor shall take all steps necessary to eliminate the conditions that occasioned such judgment.

4. Safety, Security, and Environmental:

- a. Coordinate with SF to document internal safety and environmental inspections, compliance reviews and hazards assessments of the facilities, rooms, grounds and areas, etc., in accordance with SF NASA Use Agreement, and policies and procedures.
- b. Discovered noncompliance or perceived noncompliance will be reported to SF as soon as possible; within the shift, same day, or as soon as practicable.
- c. Coordinate with appropriate entities for emergency services including chemical spills, fires, or other emergencies.
- d. Ensure all staff personnel have and receive training appropriate for their assigned duties in compliance with all applicable OSHA, EPA, FDEP, SF, NASA, or other federal, state and local requirements.
- e. Comply with SF Emergency and Hurricane Plan.
- f. Support emergency medical response training activities.

5. Complex Transition:

- a. At the end of the contract or due to termination, the Contractor shall cooperate with SF or other contractor personnel to ensure an orderly change over. Unless terminated, Contractor will provide a 30 day transition period.
- b. In the event a follow-on contract is awarded to other than the incumbent, the incumbent Contractor shall cooperate to the extent required to permit an orderly transition to the new contractor. Recruitment notices may be placed in each facility to allow successor contractor's access to incumbent employees.
- c. A transition plan for Air Traffic Controller Control Tower Operator Certification shall be provided in the event a follow-on contract is awarded to other than the incumbent.

6. Deliverables::

- a. ATC weekly activity report, to include:
 - i. All runway operations/ activity
 - 1. Aircraft: Tail #, type, Arr. & Dep. Times
 - 2. Vehicle testing: Testing duration, company name
 - 3. Other testing: Company, type and duration

- 4. cancellations
- b. Airfield/Aircraft Operations weekly report, to include:
 - i. Runway, ramp, equipment condition
 - ii. FOD inspection summary
 - iii. Fueling summary
- c. Contractor monthly summary report
 - i. Narrative of activities
 - ii. Summary of all ATC and Operations Weekly Report activities
 - iii. Detailed report of all issues, discrepancies, or problems identified by Contractor or any third party
 - iv. Overtime for personnel associated with activities

7. Performance Evaluation:

- a. The Contractor shall be evaluated by SF on a semi-annual basis.
- b. SF shall review the Contractor's performance in areas including, but not limited to, customer service, customer feedback, value-added recommendations, timeliness of work, and safety, security, and regulatory compliance.

Attachments:

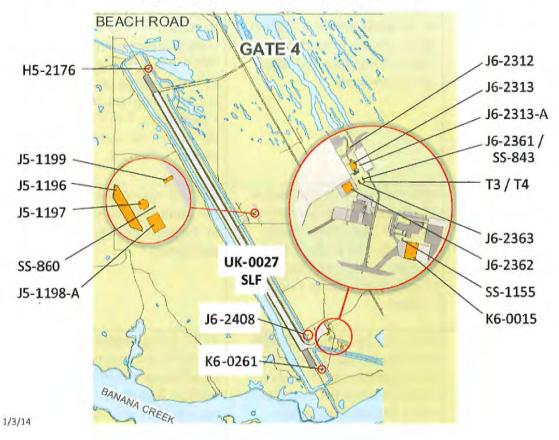
- A. SLF Boundary and SLF Facility Listings
- B. Equipment list

ATTACHMENT A SLF Boundary & SLF Facility Listings

EXHIBIT C SLF DEMARCATION POINTS

Sever Demortation Waler Water Nater Betrical Meter Trains Insert Nation Reter Required Required Required	WA NEA W W Inclinidad as part of professional part of	Millow Preventiar (BETP) or from facility perimentar space Florida (Constant of Machine 1900) (Constan	Millow Preventier (BFP) of trem feetility pertirentser imminateurs MUAC Millow (Millow) (BFP) (Millow)	Space Florido Y Micheldo spart of spart	MICA INC. IN INC. INC. IN INC. INC. INC. INC	100 M.A. M.A. M.	MAX TY NO TY	PRUNE-2713-F7 Special November Special November Special November N	NA. IN IN INCluded are purel of Int	NUA NA NA Included on part of NA NA NA Bust need loads	MAX NEA M NY Y NY	NAM horizontated Challe in the Challenger Ch	NON NEA N M NAM	(Res) (2006 (potable) 5 from facility perimuter (Spees Florida: 19 N IN IN IN	and bestrief to owner. Eathe NWIS system should MASA Maintains N Included as part of N Included as part of N Included as part of N Included and Included basis N Included basis.	MASA Manishins IN Inchidud as part of IN INCHIDUS AS Part of IN	Abbe water cable of transferdibly perimeter MASA Materials: 17 Transferdibly perimeter (MASA Materials: 17 Transferdibly perimeter)
Water Demargation	49	Discharge valve of Backflow Preventer (BFP) ENS12002 (potable) A. ENS13001 (Fire)	Discharge valve of Backflow Preventer (BFP) ENSTORZ (potable) & ENSTORY (Firs)	THE STATE OF THE S	19	Secharge valve of BFP ENSY2801		Downstram side of PIV PIVIS-2313-F1 (potable) and 6" DC (firs)						Downstraen side of BFP VSS12006 (potable) and PIV PLAGE-0015-F1 (Tite)	Salin WHS system should bensier to our of facility (water well & copile tank)		Downstreen citie of potable wake value west side of boilding and PIV PIV.JC-2455-F1 (Brt)
Power Orman calaban	PACCA maintainn SEV awtichgour and ceible up to regulatoritat.	Secondary bushing of Substation-460 transformerflad. 1990;19008 sheet E-4C	Secondary bushing of Substation-500 transformer Raf. Dis 2016 (50007 sheet E-62	Secondary landing of Substation-669 transformer Ref. M. SHICKELL SHICKEL	Secondary brabbing of Sabstation-844 transformer Ref. 3905159901 sheet E-AC	Secondary bushing of Sabstalon-460 fransformer Ref. DNIG (Sabot sheet E-4C	Load side of Substation-843 breaker leading this facility Ref. 1981;2563 sheet E-1	Load side of Schetzbon-B43 breaker leeding this facility Red. Or 79K12583 sheet E-1	Load side of Substation 843 breaker feeding this facility Red. 73K12585 sheet E-1	WASA multiplies Selectation-Set and all etitor describibition bededing Transformer All randomer 4, find welches and transformers up to secondary breaking of pad mounded transformers. Ref. 1966/19881 sheet E-4C	Load side of Subdation-RG breaker feeding this facility (MA. 79K12SD sheet E.f.	Load side of Dibrishber-843 breaker freding this teasity Ref. 78K12583 sined E-1	MICK MICK	Secondary bushing of Substations 1155 transformer Ref. Do	MASA entitators all power including SS-7154 and LV in facility.	NASA maintains all power including SS-1154 and LV in locality AUA	NASA maintains all power including SS-1147 and hangar for prest vollage, Rel, 59(5) 50011 about E-SA. (SPs)
Power Fed Irom	Transformer 3 & Transforme 4 (Substation 143)	Sabstation-858	Schetzbien - Mili	Selectation 250	Substition 544	Sabetalibe 400	Sabatation-443	Substation-143	Substation-843	Sobetation-843	Substation-443	Satisfation-843	NO.	Sabutation-1955	85-158	85-1154	25.1147
Facility frame	APPROACH LIGHTING SYSTEII 19 SUBSTATION 15	SLF AR TRAIFIC CONTROL TOWER	SLE MEDIA OPERATIONS BUILDING	SALF WENTS BUILDING	OBSERVATION PLATFORM	UTILITY CONTROL SHELTER. S	SLF GATE AS GATE HOUSE	LANCHIS AIDS CONTROL BLDG. S	ANTENIA	B.ECTRICAL SUBSTATION	ARCRIFT GROUND EQUIPHENTS SHED	LIGHTING VALLT	WIND SOCK	CONNOY VEHICLE ENICLOSURE S	STORAGE FACILITY	EMERGENCY GENERATOR BUILDING	RLV HANGAR - FLIGHT VEHICLE S
Facility Number	H5-2176	15-1197	5-1136	JS-1198A	JS-1246	L5-1139	J6-2312	J6-2011	J6-2013A	1962-981	34.29.2	18-200	36-2466	905-0015	JR-8553	K-4551A	36-2466

SLF Demarcation Points



ATTACHMENT B –List of SF provided equipment

	Space Florida Owned Equipment			NASA loaned Equipment	
<u>Name</u>	<u>Description</u>	<u>Location</u>	<u>Name</u>	<u>Description</u>	<u>Location</u>
Printer	Lanier MP 305	LACB			
Printer	Canon MB2320	ATCT			
PC	DELL Optiplex 3020	ATCT			
TV	TCL 55" flat Screen	LACB			
Phone	Cisco VoIP – qty 3	ATCT			
Phone	Cisco VoIP – qty 5	LACB			
Phone	Cisco	LACB			
VHF Radio	iCOM A6 Portable VHF	ATCT			
VHF Radio	iCOM A6 Portable VHF – qty 6	LACB			
Aircraft		AGE			
Tug	2013 Eagle TT8D	Shelter			
		AGE			
GPU	2006 Hobart 90CU24P5	Shelter			

Exhibit B

Pricing Spreadsheet

Request for Qualifications Fospace Florida

Facilities Ma**Request Son Qualifications**RFQ-SF-04-0-202**F**or

Air Traffic Control and Operations Personnel

Contract RFQ-SF-01-0-2024 **ATC Pricing**

Company Name:

Air Traffic Control

Air Traffic Control						
			FULLY			
			BURDENED			
TITLE	QUALIFICATIONS	BASE RATE	RATE	HOURS	(COST
		\$ -	\$ -	-	\$	-
		\$ -	\$ -	-	\$	-
		\$ -	\$ -	-	\$	
Air Traffic Control Subtotal					\$	-
Airport Operations						
All port Operations			FULLY			
			BURDENED			
TITLE	QUALIFICATIONS	BASE RATE	RATE	HOURS	(COST
		\$ -	\$ -	-	\$	-
		\$ -	\$ -	-	\$	-
		\$ -	\$ -	_	\$	-
Airport Operations					\$	-
Di alla Gar					Ф	
Direct Labor Cost		00/			\$	-
Fringe Overhead		0% 0%				
G&A Labor		0%				
G&A Labor		0%				
Total Labor Cost		070		,	\$	
Escalation of% will be provided of	on a annual basis				Ψ	
	Other I	Direct Costs				
					Е	st. Cost
					\$	-
					\$	-
					\$	-
					\$	-
					\$	-
			Othor Dire	ct Costs Total	\$ \$	-
			Other Dire	Ci Cusis Tutal	Ф	-
Contract Sub Total					\$	_
Fee = 6%</td <td></td> <td>0%</td> <td></td> <td></td> <td>\$</td> <td>-</td>		0%			\$	-
TOTAL CONTRACT COSTS:	:				\$	-

Exhibit C

Kennedy Space Center Badging Form

KS	SC Visitor Pass Reques	t
Fax No. 867-4854	Mail Code: KSC Badging Office	Phone No. 867-7763
Date of Request		
Date of Visit: Start Date	End Date	
Badge Type: White-Unescorted	Pink-Escorted Media	
Area(s) to be Visited		
Purpose of Visit		
Job Site Contact		
	<u>Visitor Information</u>	
Name (Last, First, MI)		
Country of Citizenship		Date of Birth
Place of Birth (City, State)		
SSN # Certificat	te/ Date/	
Alien Reg. # or	. 1446	Expiration Date
Company Name		
Company Address		
	Badging Official Information	
Badging Authority Name (typed/printed)	Gail Bailey/Ellen Cody	
Badging Authority Company (typed/printed)	Space Florida	Org. ID
Construction Contract No. (if applicable)		Code No. <u>40155</u>
Telephone No. 321-730-5301	Fax No. <u>321-730-5307</u>	Other No.
Badging Authority Signature		
By my signature, I ha	ve confirmed with the requestor the	validity of this visit.
WARNING. When filled in, this form contains PII may be used only as authorized, which inc Penalties for misuse apply. Report suspected	ludes securing it in accordance with NASA	policy and procedural requirements.

SPACE FLORIDA

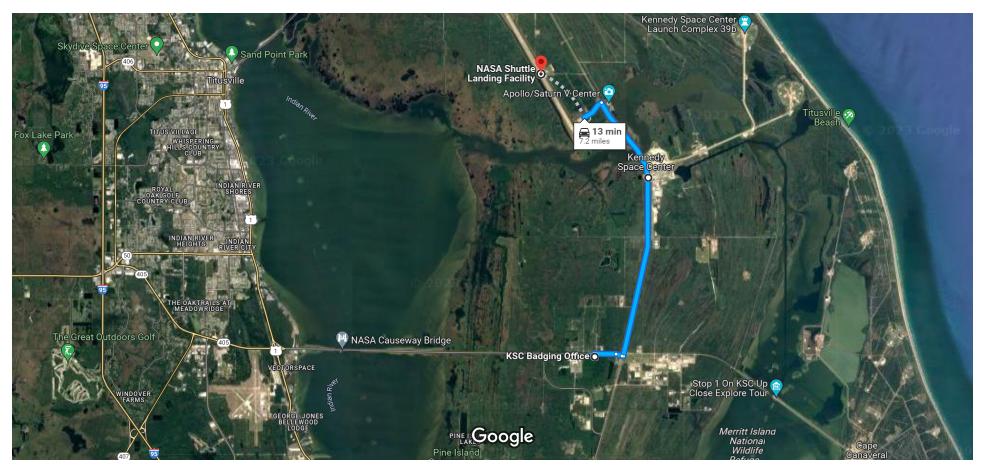
Exhibit D

Map to Kennedy Space Center Badging Office and Cape Canaveral Spaceport Launch and Landing Facility (Shuttle Landing Facility at Kennedy Space Center – Airport Code KTTS)



KSC Badging Office to Shuttle Landing Facility, Orlando, FL

Drive 7.2 miles, 13 min



Imagery ©2023 Airbus, Landsat / Copernicus, Maxar Technologies, U.S. Geological Survey, Map data ©2023 Google 1 mi

Exhibit E

Non-Collusion Clause



NON-COLLUSION CLAUSE

._9

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

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

and/or termination in accordance with t NAME	the provisions of Space Florida. RELATIONSHIPS	
		_
		- -
		_
	nship by leaving the above section blank, it shall	be deemed to
be an affirmation by the Proposer that n	no such relationship exists.	
Signature	Company Name	_
Print Name of Certifying Official	Business Address	_
	City, State, Zip Code	_



Exhibit F

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)
who	se	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

SPACE FLORIDA

transacts or applies to transact business with a public entity. The term "person" include 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
 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,
 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,
avacutives partners shareholders ampleyees members or agents who are active in the
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
public entity crime subsequent to July 1, 1989.

a

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.

STATE OF COUNTY OF	(Signature)	
Sworn to and subscribed before me on personally known to me or who has produced	, 20, by	who is, as identification
	Notary Public	
	PRINT Name of	Notary Public

My commission expires:

Exhibit G

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: 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:

Exhibit H

Form of the Contract

AGREEMENT NO.: between SPACE FLORIDA and

This Agreement ("Agreement") is entered into on, 2021, (the "Effective Date") by Space Florida , an independent special district, a body politic and corporate, and a subdivision of the State of Florida, whose principal place of business is 505 Odyssey Way, Suite 300, Exploration Park, FL 32953, and (the "Company"), a corporation authorized to do business in Florida.
<i>Whereas</i> , Section 331.302 of the Florida Statutes created Space Florida to foster the growth and development of a sustainable and world-leading aerospace industry in the State of Florida.
<i>Whereas</i> , Space Florida 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 Space Florida 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, Space Florida has entered into Property Agreement KCA-4412 (the "Property Agreement") with the National Aeronautics and Space Administration John F. Kennedy Space Center ("NASA") for the transfer of operations and management of the shuttle landing facility (the "SLF") from NASA to Space Florida.
Whereas, Space Florida now desires to contract with Contractor so that Contractor can provide commercial and private Part 91 Air traffic Control Tower Operations and Airfield Services to Space Florida at the SLF as further detailed and outlined in Attachment B "Scope of Service".
Whereas, Space Florida issued "Request for Proposals for Space Florida Airfield Operations & Personnel Contract AO&PC) Cape Canaveral Spaceport Launch and Landing Facility (Shuttle Landing Facility at Kennedy Space Center – Airport Code KTTS)" for the Project (the "RFQ"), soliciting responses from multiple professional Companies to provide services to Space Florida for the Project;
Whereas, Company submitted a response to the RFP and was selected by Space Florida to provide such Airfield Operations & Personnel services to Space Florida;

NOW, THEREFORE, the parties agree as follows:

- 1. Engagement, Scope of Services, Schedule and Deliverables.
 - a. Within the scope of this Agreement, the Company shall devote its best efforts and such time, attention and energy to the business of Space Florida as is required, and shall be available, with reasonable notice by Space Florida for meetings, travel, and telephone communications for issues relating to this Agreement. The Company shall promptly respond to all requests from and guidance provided by the President, or any other employee, of Space Florida designated in this Agreement, or in writing by the Space Florida President.
 - b. The Company shall provide and properly perform the Scope of Services and deliverables in accordance with the schedule all of which are described in Attachment B ("Statement of Work").
 - c. The Company represents and warrants that it is properly licensed to perform the Services and has the professional experience and skill to perform the Services required to be performed hereunder; that it shall comply with all applicable federal, state and local laws, rules, ordinances or codes, including all professional licensing and registration (both corporate and individual) for all required basic disciplines; that it shall perform the Services in accordance with the terms hereof, and without such reference constituting a limitation on the Services required under this Agreement in accordance with generally accepted professional standards and in an expeditious and economical manner consistent with the best interests of Space Florida.
 - d. Additional Services. Space Florida may, from time to time, authorize Company in writing to perform services in addition to the Services set forth in Attachment B and, Company shall perform such additional services ("Additional Services") in connection with and as part of the Services. Any such Additional Services shall be set forth in a written amendment for Additional Professional Services, which shall be made part of this Agreement, executed by both parties and governed by the terms and conditions of this Agreement. Company waives any right for payment and agrees that it will not be paid for any Additional Services unless such Additional Services are approved in advance by Space Florida and a written amendment for same is executed by both parties.
 - e. Reduction in Scope of Services. Space Florida retains the right to reduce the scope of any portion of the Services. In such event, Space Florida shall be entitled to proportionally reduce the sums owed to Company.
- 2. <u>Period of Performance</u> 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.	This is a	Time and	Material	(T&M)	type A	Agreement
----	-----------	----------	----------	-------	--------	-----------

i.	Company shall provide all materials, su	pplies, labor, and equipment, to perform the
	services described in Attachment B. Th	ne not to exceed funded value for Task 1 is
	(\$	_) and the not to exceed funded value for
	Task 2 is(\$). The overall compensation of

	this Agreement shall not exceed	
	(\$). Costs and exp	enses for Time and Materials above the Not to
	Exceed amount shall be paid by the Co	mpany.
ii.	All labor shall be billed on a T&M basi	s utilizing the T&M rates identified in
	Attachment C "	". Invoiced hours shall be subject to
	Space Florida review and approval before	ore payable.
iii.	Off-shift and/or Overtime hours must b hours worked over 40 hours in a one wo	e approved by Space Florida and are any eek period.

- iv. The Company shall notify Space Florida in writing whenever it has reason to believe that the costs the Company expects to incur under this Agreement in the following 60 days, when added to all costs previously incurred, will exceed 75 percent of the cost specified herein; or the total cost for the performance of this Agreement will be either greater or substantially less than had been previously indicated. As part of the notification, the Company shall provide Space Florida a revised estimate of the total cost of performing this Agreement.
- v. Space Florida is not liable for any costs above the Not to Exceed amount, and the Company is not obligated to continue performance under this Agreement (including actions under the Termination clause of this Contract) or otherwise incur costs in excess of the Not to Exceed amount specified herein, until Space Florida Contracts notifies the Company in writing through an amendment to the Agreement that the Not to Exceed amount has been increased.

b. Invoicing.

- ii. 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.
- iii. 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. Company shall submit appropriate receipts and other evidence supporting the expense.

- iv. Each invoice shall be deemed to warrant that the invoice sets forth only the actual time spent and only the actual expenses incurred. Space Florida shall be entitled to rely on this warranty.
- c. In determining the amount of payment, Space Florida will exclude all costs incurred by Company (i) prior to the Effective Date of this Agreement, (ii) after the Expiration Date or termination date of this Agreement, or (iii) costs which are outside of the Scope of Services.
- d. This Agreement does not involve the purchase of Tangible Personal Property, as defined in Section 273.02 Florida Statutes.
- e. Space Florida shall make payment to Company within thirty (30) days of receipt of a proper invoice.
- f. Any funds paid in excess of the amount to which Company is entitled under the terms of this Agreement must be refunded to Space Florida. The balance of unobligated funds, if any, which has been advanced or paid by Space Florida to Company under this Agreement must be refunded to Space Florida.
- g. If Company fails to perform the minimum level of service required by this Agreement, Space Florida may exercise any remedies at law or in equity, including, without limitation, the right to assess financial consequences by withholding and/or reducing payment, and terminating this Agreement in accordance with the terms hereof.
- h. The acceptance by Company, its successors, or assigns, of the final payment due upon the termination or expiration of this Agreement, shall constitute a full and complete release of Space Florida from any and all claims, demands, or causes of action whatsoever that Company, its successors or assigns may have against Space Florida under this Agreement.
- 4. <u>Availability of Funds</u>. All payments to be made by Space Florida under this Agreement are subject to the availability of appropriated funds by the Legislature of the State of Florida. Space Florida shall immediately notify the Company should funds become unavailable.

5. Termination.

- a. Space Florida may terminate this Agreement without cause upon seven (7) days written notice to the Company.
- b. Either party may terminate this Agreement for cause after first providing the other party seven (7) days written notice and opportunity to cure should the other party substantially fail to perform in accordance with this Agreement.
- c. In the event of any termination of this Agreement, Space Florida shall be obligated to pay all approved invoices submitted by the Company for Services satisfactorily completed by the Company prior to the notification of termination, which payment shall be Company's sole remedy for any termination.
- d. Company waives and releases Space Florida from any other claims or damages of any kind. Company expressly waives the right to bring against Space Florida any claim for damages for delay, acceleration, interference, extra work resulting from such delay, extended overhead, wage

- escalation, overtime wage provisions, lost opportunity, or lost profit or financial impact on Company's other projects.
- e. Company acknowledges that the Property Agreement provides that NASA has the authority to direct Space Florida to cease activities at the SLF 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, Company shall have no claim under this Agreement on account of such actions against Space Florida, the Government or any officer, agent, employee, or related entity thereof.

6.	Pro a.	Space Florida has appointed a project manager who is response of this Agreement's terms and conditions and shall serve as a Florida's project manager is	liaison with the Company. Space
	b.	Contact person(s) for Space Florida: Space Florida Contracts	contracts@spaceflorida.gov
	c.	Accounting for Space Florida	accounting@spaceflorida.gov
	d.	Contact person(s) for the Company:	
		Title, Name	email
		Company Name Company Address	

- Contact Phone number
- 7. Federal, State, and Local Laws. Company is familiar with and shall comply with all applicable federal, state and local laws, rules, regulations, and requirements, including NASA, US Air Force, and US Navy directives, as applicable. Access by Company 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. Company 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. Company may not use NASA emblems (i.e., NASA Seal, NASA Insignia, NASA logotype, NASA Program Identifiers, and the NASA Flag) without review and approval by both Space Florida and NASA.
- 8. Waiver of Claims. Company hereby waives all claims against Space Florida, FDOT, NASA, its related entities, and employees of Space Florida, FDOT, NASA, and employees of their related entities for injury, death, damage, or loss arising from or related to activities conducted under this Agreement for any injury to, or death of, Company's employees or the employees of Company's related entities, or for damage to, or loss of, Company's property or the property of its related entities

arising from or related to activities conducted under this Agreement, whether such injury, death, damage, or loss arises through negligence or otherwise, except in the case of Space Florida's, FDOT's, or NASA's willful misconduct.

9. Environmental Reporting.

- a. Company 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, Company shall cease its activities at the site and immediately notify the Space Florida's Airfield Manager.
- b. Company 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.
- c. Company 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.

10. Safety Reporting.

- a. Contractor shall comply with Kennedy NASA Procedural Requirements (KNPR) 8715.3-3, Kennedy Space Center ("KSC") Safety Procedural Requirements for Owner Organization's Operating in Exclusive-Use Facilities, with the tailored version of KNPR 8715.3-3 Chapter 7 replacing Chapter 7 of the KNPR.
- b. Contractor shall comply with the tailored version of KNPR 8715.3 3, Chapter 7 Mishaps and Close Calls as follows:
 - i. KSC-Reportable Mishaps are unplanned events arising from the acts or omissions of Contractor 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 Contractor, its agents or invited guests.
 - Damage to property outside the Shuttle Landing Facility defined area.
 - High visibility or high public interest event, including events that could bring OSHA or media attention to NASA.
- c. Contractor 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's Project Manager identified in this Agreement.
- d. Contractor 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.
- e. Contractor shall comply with NASA regulations, and all other laws, policies, and guidelines that pertain to security, fire and emergency management.
- 11. <u>Agreement Documents; Order of Precedence</u>. This Agreement, together with the following Attachments attached hereto and all of which are incorporated herein by this reference, shall comprise

the entire Agreement and supersede all previous agreements and understanding related thereto. This Agreement and the following attachments shall together be referred to as the "Agreement Documents":

- a. Attachment A -- Space Florida Standard Agreement Terms and Conditions.
- b. **Attachment B** Scope of Work.
- c. **Attachment C** Not -to-Exceed Rate Negotiations
- d. **Attachment D** KCS-4412 Property Agreement Between The National Aeronautics and Space Administration John F Kennedy Space Center and Space Florida for the Transfer of Operation and Management of the Shuttle Landing Facility.

Upon discovery, Space Florida or the Company shall promptly notify the other in writing of any conflicts, ambiguities, inconsistencies, errors, or omissions in, between or among any of Agreement Documents and shall cooperate in effecting a resolution. In the event the parties disagree regarding the resolution, Space Florida shall make the final determination regarding which document and which terms and conditions govern in accordance with the following order of precedence: (i) duly authorized and executed amendments to this Agreement; (ii) this Agreement; (iii) Attachments.

- 12. Contractor shall comply with all terms, conditions, and requirements in the Property Agreement, a copy of which is attached hereto as Attachment D. In the event of a conflict between the documents, the following priority is established: (1) the Property Agreement, and (2) this Agreement.
- 13. Confidential Proprietary Information.
 - a. Space Florida shall comply fully with (i) the protections in Sections 288.075 and 812.081 of the Florida Statutes and other law applicable to the Company pertaining to proprietary confidential business information and trade secrets, and (ii) the exemption of proprietary confidential business information and trade secrets from the disclosure requirements in Florida's public-records laws in Sections 288.075 and 815.045 of the Florida Statutes. However, as provided by law, the foregoing obligations of Space Florida are contingent on (i) strict compliance by the Company of identifying all records containing proprietary confidential business information before the records come into possession by Space Florida (ii) strict compliance by the Company with the requirements of a trade-secret owner to identify all records containing its trade secrets before the records come into possession by Space Florida, and (ii) the Company assertion that "proprietary confidential business information" meets the definition in Section 288.075 and "trade secrets" meet the definition in Sections 688.002 and 812.081.
 - b. In the event Company has access to third any party proprietary information, Company will enter into Non-Disclosure Agreements with the third party individually and provide a copy of the Non-Disclosure Agreement to Space Florida prior to accessing the third party's work.
- 14. <u>Counterparts</u>: 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.
- 15. <u>Electronic Signature</u>. 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.

- 16. <u>Amendments/Modifications.</u> 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 date as parties may agree therein.
- 17. <u>Entire Agreement</u>. This Agreement constitutes the entire Agreement between the parties hereto with respect to the subject matter hereof.

The parties are signing this Agreement on the Execution Dates below. The person signing on behalf of the Company warrants that he or she has the authority to bind the Company to the terms and conditions contained herein.

Company:	
By:	
Name:	
Title:	
_	Name:

Attachment A

Space Florida Standard Agreement Terms and Conditions

1. Public Records.

- a. Space Florida, subject to the provisions of Section 288.075 and Chapter 119 of the Florida Statutes, and applicable federal law, must permit public access to all non-confidential, non-proprietary or non-International Traffic in Arms Regulation (ITAR) controlled documents or other materials prepared, developed or received by it in connection with the performance of the obligations under this Agreement.
- b. This Agreement may be unilaterally cancelled for refusal by either party to allow public access to all documents, papers, letters, or other such materials subject to the provisions of Chapter 119 of the Florida Statutes and made or received in conjunction with this Agreement, other than those specified as confidential or exempt information.
- c. To the extent the Company is acting on behalf of Space Florida as provided under Subsection 119.011(2) of the Florida Statutes, Company shall in accordance with Section 119.0701 of the Florida Statutes:
 - i. Keep and maintain public records required by Space Florida to perform the services under this Agreement.
 - ii. 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.
 - iii. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the Company does not transfer the records to Space Florida.
 - iv. Upon the expiration of this Agreement, transfer at no cost to Space Florida, all public records in possession of Company or keep and maintain public records required by Space Florida to perform the service. If the Company transfers all public records to Space Florida upon completion of the Agreement, the Company shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Company keeps and maintains public records upon completion of the Agreement, the Company shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to 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.
 - v. If the Company fails to provide the public records to Space Florida within a reasonable time the Company 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 the Company has questions regarding the application of Chapter 119, Florida Statutes, to the Company's duty to provide Public Records relating to this Agreement, contact 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.

2. <u>Indemnification and Limitation of Liability</u>.

- a. Company shall indemnify and hold harmless Space Florida, its Officers, Directors, and employees to the fullest extent permitted by law from and against all claims, damages, losses, liens, and expenses, (including but not limited to fees and charges of attorneys or other professionals and court and arbitration or other dispute resolution costs) to the extent caused by (i) the performance of services under this Agreement by Company or any person or organization directly, or indirectly, employed by Company to perform or furnish any of the services or anyone for whose acts any of them may be liable; (ii) breach of the terms of this Agreement by Company or any person or organization directly, or indirectly, employed by Company to perform or furnish any of the services or anyone for whose acts any of them may be liable; (iii) violations of applicable law by any person or organization directly or indirectly employed by Company to perform or furnish any services under this Agreement or anyone for whose acts any of them may be liable; (iv) injury or death of any third parties (including Space Florida employees and agents and those of the Company), or damage to property to the extent attributable to the negligence or misconduct of Company or any person or organization directly, or indirectly, employed by Company to perform or furnish any of the services under this Agreement or anyone for whose acts any of them may be liable; or (v) the negligence, recklessness, or intentional wrongful misconduct of Company and persons employed or utilized by Company in the performance of this Agreement.
- b. At Space Florida's election and upon notification to Company, Company shall assume the defense or settlement of any third-party claim arising under this Agreement with counsel satisfactory to Space Florida; provided, however that Company shall not settle any such claim in an amount over \$10,000.00 without Space Florida's prior written consent. Notwithstanding the foregoing, (a) Space Florida shall have the right at Space Florida's option and expense, to participate fully in the defense or settlement of any third-party claim; and (b) if Company does not continuously defend or settle any third-party claim within 30 days after it is notified of the assertion or commencement thereof, then (i) Space Florida shall have the right, but not the obligation, to undertake the defense or settlement of such claim for the account and at the risk of the Company, and (ii) Company shall be bound by any defense or settlement that Space Florida may make as to

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

4. Insurance.

- a. During the term of this Agreement, Company shall procure and maintain, at its expense, the following insurance:
 - i. Business Automobile Liability Insurance: a combined single limit for bodily injury and property damage per accident of \$1,000,000 covering "any auto"; and mandatory limits for personal injury protection and uninsured motorist coverage;
 - ii. Commercial General Liability Insurance: a combined single limit for personal injury and property accident of \$1,000,000 per occurrence, \$3,000,000 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.
 - v. Aviation Liability Insurance for all aviation related activities with limits of \$10,000,000.
- b. Both the business automobile and the commercial general liability insurance policies may be provided under a single policy or in combination with umbrella liability or other excess

- policies. All such policies of insurance shall be on an "occurrence basis." Company may use blanket policies to satisfy these insurance requirements.
- c. The Company shall add, at no cost to Space Florida, Space Florida as an additional named insured to the Company's business automobile and the commercial general liability insurance policies to protect Space Florida, its contractors and subcontractors, and their respective employees from claims related to death, injury, or property (real or personal) damage resulting from the performance of this Agreement.
- d. On or before the Effective Date of this Agreement, the Company shall provide Space Florida 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. Failure of Space Florida to demand such certificate or other evidence of full compliance with these insurance requirements or failure of Space Florida to identify a deficiency from evidence that is provided shall not be construed as a waiver of the Company's obligation to maintain such insurance.
- e. All insurance and all renewals shall be issued by companies with a rating of at least "A-" "VIII" (or its equivalent successor) or better in the current edition of Best's Insurance Reports (or its equivalent successor, or, if there is no equivalent successor rating, otherwise acceptable to Space Florida) and be licensed to do and doing business in Florida.
- f. No approval by Space Florida of any insurer, or the terms or conditions of any policy, or any coverage or amount of insurance, or any deductible amount shall be construed as a representation by Space Florida of the solvency of the insurer or the sufficiency of any policy or any coverage or amount of insurance or deductible.
- g. All proceeds of insurance required for the protection of Space Florida and obtained by or under the control of the Company shall first be applied to satisfy the Company's obligations to Space Florida under this Agreement.
- 5. <u>Intellectual Property</u>. Company hereby transfers, grants, conveys, assigns, and relinquishes exclusively to Space Florida, all of Company's right, title, and interest of every kind throughout the world in and to all intellectual property developed for Space Florida by Company in conjunction with this Agreement, including all United States and International copyrights or patents thereto, and any renewals or extensions thereof, together with all other interests accruing by reason of international conventions with respect to intellectual property. Company agrees to sign any additional documents and otherwise cooperate with Space Florida, as may reasonably be requested, to further evidence, perfect, protect, or enforce the transfer under this Section 5. For this purpose, the provisions of this section shall survive the termination, for any reason, of this Agreement.

6. 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 email, is also permitted provided it is followed by delivery via one of methods (1)-(3) above and any such delivery via email shall not be deemed to have been received pursuant to Subsection 6.c. until such delivery pursuant to methods (1)-(3) above shall be deemed to have been received pursuant to Subsection 6.c.

- b. For a notice, or other communication, under this Agreement to be valid, it must be addressed to the authorized receiving party at the addresses listed in Section 6 of the cover Agreement for the receiving party, or to any other address designated by the receiving party in a notice in accordance with this Section 6.
- c. Subject to Subsection 6.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 electronic mail.
- 7. <u>Independent Contractor</u>. Company is and shall remain an independent contractor and not an employee of Space Florida. 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.

8. Subcontractors:

- a. Company is responsible for all services and work to be performed in connection with this Agreement.
- b. With prior written approval by Space Florida, Company may, as appropriate and in compliance with applicable law, subcontract the performance of services set forth in this Agreement, provided however, that Company shall be solely liable to the subcontractor for all expenses and liabilities incurred under any subcontract. Company shall not enter into subcontracts in which Space Florida could be held liable to a subcontractor for any expenses or liabilities. Company shall defend and hold Space Florida harmless of any liabilities incurred under any of the subcontracts entered into by Company. Company 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 Company 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 Management Services, Office of Supplier Diversity located at:

 https://www.dms.myflorida.com/agency_administration/office_of_supplier_diversity_os_d/certified_vendor_directory Any and all such contracts that Company 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).

9. Representations.

- a. Company has the necessary and required Federal and State authority to enter into this Agreement with Space Florida.
- b. Neither this Agreement nor Company's performance of its obligations hereunder will place Company in breach of any other contract or obligation and will not violate the rights of any third party.
- c. Company has all rights, title, and ownership of, in, and to the products, procedures, processes and/or services that Company is delivering and/or providing to Space Florida pursuant to this Agreement, and Company has full right and authority to provide and/or deliver the same to Space Florida.
- 10. <u>Data</u>. As requested by Space Florida, Company agrees to deliver to Space Florida at the end of the term of this Agreement, or at any other time Space Florida may request, all lists, memoranda, notes, plans, records, hardware, software, and other documentation and data belonging to Space Florida, which Company may possess or have under his or her control and which may have been produced prior to and including the date of termination. Company shall also require that all subcontractors or employees agree in writing to be bound by the provisions of this Section.
- 11. <u>Unauthorized Aliens</u>. Space Florida 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), and Section 448.09 of the Florida Statutes by Company or any subcontractor cause for termination of this Agreement.

12. Employment Verification.

a. Company and Company's subcontractors performing work under this Agreement shall utilize the E-Verify system to verify the employment eligibility of all new employees hired by the Company or Company's subcontractors during the term of this Agreement.

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

13. Scrutinized Companies List.

- a. By executing this Agreement, Company certifies that it is not: (1) listed on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725 of the Florida Statutes, (2) engaged in a boycott of Israel, (3) listed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473 of the Florida Statutes, or (4) engaged in business operations in Cuba or Syria. Pursuant to Section 287.135(5) of the Florida Statutes, Space Florida may immediately terminate this Agreement for cause if Company is found to have submitted a false certification as to the above or if Company is placed on the Scrutinized Companies that Boycott Israel List, is engaged in a boycott of Israel, has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria, during the term of the Agreement. If Space Florida determines that Company has submitted a false certification, Space Florida will provide written notice to Company. Unless Company demonstrates in writing, within 90 calendar days of receipt of the notice, that Space Florida's determination of false certification was made in error, Space Florida shall bring a civil action against Company. If Space Florida's determination is upheld, a civil penalty equal to the greater of \$2 million or twice the amount of this Agreement shall be imposed on Company, and Company will be ineligible to bid on any Agreement with a Florida agency or local governmental entity for three years after the date of Space Florida's determination of false certification by Company.
- b. If federal law ceases to authorize the states to adopt and enforce the contracting prohibition in this Section 13, this Section 13 shall be null and void without further action of the parties.

- 14. 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.
- 15. <u>No Third-Party Beneficiaries</u>. This Agreement does not, and is not intended, to confer any rights or remedies upon any person other than the parties.
- 16. <u>Amendments/Modifications</u>. 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 authorized Points of Contact. 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.
- 17. <u>Severability</u>. 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.
- 18. <u>Governing Law; Venue</u>. 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.

19. Force Majeure.

a. Neither party shall be liable to the other for any delay or failure to perform under this Agreement if such delay or failure is neither the fault nor the negligence of the party or its employees or agents and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond the party's control, or for any of the foregoing that affects subcontractors or suppliers if no alternate source of supply is available. However, in the event of delay from the foregoing causes, the party shall take all reasonable measures to mitigate any and all resulting delay or disruption in the party's performance obligation under this Agreement.

- b. If the delay is excusable under this Section, the delay will not result in any additional charge or cost under the Agreement to either party. In the case of any delay the Company believes is excusable under this Section, the Company shall notify Space Florida in writing of the delay or potential delay and describe the cause of the delay either: (1) within 20 calendar days after the cause that creates or will create the delay first arose, if the Company could reasonably foresee that a delay could occur as a result; or (2) within 5 calendar days after the date the Company first had reason to believe that a delay could result, if the delay is not reasonably foreseeable. THE FOREGOING SHALL CONSTITUTE THE COMPANY'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY. Providing notice in strict accordance with this Section is a condition precedent to such remedy. Space Florida, in its sole discretion, will determine if the delay is excusable under this Section and will notify the Company of its decision in writing.
- c. No claim for damages shall be asserted against Space Florida. The Company shall not be entitled to an increase in the Agreement price or payment of any kind from Space Florida for direct, indirect, consequential, impact, or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency arising because of delay, disruption, interference, or hindrance from any cause whatsoever.
- d. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this Section, after the causes have ceased to exist, the Company shall perform at no increased cost, unless Space Florida determines, in its sole discretion, that the delay will significantly impair the value of the Agreement to Space Florida or the State, in which case, Space Florida may do any or all of the following: (1) accept allocated performance or deliveries from the Company, provided that the Company grants preferential treatment to Space Florida with respect to products or services subjected to allocation; (2) purchase from other sources (without recourse to and by the Company for the related costs and expenses) to replace all or part of the products or services that are the subject of the delay, which purchases may be deducted from the Agreement quantity; or (3) terminate the Agreement in whole or in part.

20. Miscellaneous.

- a. Company shall not discriminate against any employee employed in the performance of this Agreement, or against any applicant for employment because of age, race, sex, creed, color, disability, national origin, or marital status.
- b. Company shall comply with all applicable Federal, State and local laws, rules and regulations.
- c. Company shall provide a harassment-free workplace, with any allegation of harassment given priority attention and action by management.
- d. Company shall provide a drug-free workplace with any allegation of substance abuse given priority attention and action by management.
- e. Company affirms that it is aware of the provisions of Subsection 287.133(2)(a) of the Florida Statutes, and that at no time has Company been convicted of a Public Entity

- Crime. Company agrees that it shall not violate such law and further acknowledges and agrees that any conviction during the term of this Agreement may result in termination of this Agreement by Space Florida.
- f. Company affirms that it is aware of the provisions of Subsection 287.134(2)(a) of Florida Statutes, and that at no time has Company been placed on the Discriminatory Vendor List.
- g. Company agrees to comply with Subsection 20.055(5) of the Florida Statutes.
- h. To the extent Company is performing economic development services or similar business assistance services on behalf of Space Florida, Company shall coordinate with other components of state and local economic development systems and shall avoid duplication of existing state and local services and activities under this Agreement.
- i. This Agreement may not be assigned by either party without the prior written consent of the other.
- j. Company shall not use any funds received pursuant to this Agreement for lobbying the Florida Legislature, the judicial branch, or any state agency.
- 21. <u>Press Releases</u>. Each of the parties hereto agrees that they shall not issue any press releases with respect to this Agreement without the prior written consent of the other party, which such consent shall not be unreasonably withheld.
- 22. <u>Photography and Videography</u>. Photography and videography at the LLF is prohibited unless otherwise approved by Space Florida in writing.

Attachment B Statement of Work

Attachment C

Not-to Exceed Rates

Attachment D

KCS-4412 Property Agreement Between The National Aeronautics and Space Administration John F Kennedy Space Center and Space Florida for the Transfer of Operation and Management of the Shuttle Landing Facility.

PROPERTY AGREEMENT

BETWEEN

THE NATIONAL AERONAUTICS AND SPACE ADMINISTRATION JOHN F. KENNEDY SPACE CENTER

AND

SPACE FLORIDA

FOR

THE TRANSFER OF OPERATIONS AND MANAGEMENT

OF THE

SHUTTLE LANDING FACILITY

This page intentionally left blank

TABLE OF CONTENTS

I. AUTHORITY AND PARTIES	<u>.6</u>
II. SCOPE, PURPOSE, AND PERMITTED USES	<u>.6</u>
III. RESPONSIBILITIES	<u>.8</u>
IV. TERM OF AGREEMENT, SCHEDULE, AND MILESTONES1	
V. FINANCIAL OBLIGATIONS1	1
VI. PRIORITY OF USE	4
VII. LIABILITY AND RISK OF LOSS	<u> </u>
VIII. INTELLECTUAL PROPERTY RIGHTS – DATA RIGHTS	8
IX. USE OF NASA NAME AND EMBLEMS2	<u>20</u>
X. RELEASE OF GENERAL INFORMATION TO THE PUBLIC AND MEDIA	<u>!1</u>
XI. DISCLAIMER OF WARRANTY2	<u>!1</u>
XII. DISCLAIMER OF ENDORSEMENT2	<u>22</u>
XIII. COMPLIANCE WITH LAWS AND REGULATIONS2	22
XIV. RIGHT TO TERMINATE, EVENTS OF DEFAULT, REMEDIES	<u>23</u>
XV. CONTINUING OBLIGATIONS2	<u>26</u>
XVI. POINTS OF CONTACT2	<u>26</u>
XVII. DISPUTE RESOLUTION2	<u>26</u>
XVIII. SAFETY	<u>27</u>
XIX. MODIFICATIONS	<u>28</u>
XX. ASSIGNMENT	<u>28</u>
XXI. PARTNER OCCUPANTS	<u> 29</u>
XXII. APPLICABLE LAW	30

XXIII. INDEPENDENT RELATIONSHIP
XXIV. RIGHTS OF COMMERCE AT THE SLF AND PAYMENT OF APPLICABLE
TAXES3
XXV. REAL PROPERTY - GENERAL3
XXVI. DESIGN, CONSTRUCTION, AND OWNERSHIP OF FACILITY IMPROVEMENTS
XXVII. VACATION OF PROPERTY
XXVIII. ACCESS AND INSPECTION3
XXIX. PROTECTIVE SERVICES - FIRE, EMERGENCY MANAGEMENT, AND SECURITY AND LAW ENFORCEMENT
SECURIT AND LAW ENFORCEMENT
XXX. ENVIRONMENTAL CONDITION, MANAGEMENT, AND COMPLIANCE4
XXXI. RESERVED4
XXXII. AIRFIELD OPERATIONS AND MANAGEMENT4
XXXIII. DEFINITIONS5
XXXIV. SIGNATORY AUTHORITY5
EXHIBIT A: DESCRIPTION OF THE PROPERTIES5
A.1 SLF REAL PROPERTY
A.2 SLF FACILITY LISTINGS
EXHIBIT B: STORMWATER PERMIT BOUNDARY DIAGRAM6
EXHIBIT C: SLF DEMARCATION POINTS6
EXHIBIT D: KSC RECORD OF ENVIRONMENTAL CONSIDERATION (REC)6
EXHIBIT E: REIMBURSABLE CHARGES FOR UTILITIES AND SUPPORT SERVICES73
EXHIBIT F: COMMERCIAL AEROSPACE 1509 TEMPLATE8
EXHIBIT G: U.S. AIR FORCE EASTERN RANGE SPECIAL USE AIRSPACE8
EXHIBIT H:REQUIREMENTS FOR SLF AIRFIELD OPERATIONS84

EXHIBIT I: SLF AGREEMENT POINTS OF CONTACT	88
EXHIBIT J: SPFL PLANNED OPERATIONS AND ASSOCIATED INSURANCE	
REQUIREMENTS	89

I. AUTHORITY AND PARTIES

In accordance with the National Aeronautics and Space Administration Act, 51 U.S.C. § 20113(e) and (f), and Chapter 331, Part II, Florida Statutes, this Federal-State Partnership Agreement (hereinafter referred to as "Agreement") is entered into on behalf of the National Aeronautics and Space Administration (hereinafter referred to as "NASA") by the John F. Kennedy Space Center (hereinafter referred to as "NASA KSC") located at Kennedy Space Center, Florida 32899 (hereinafter referred to as "KSC" or the "Center"), and Space Florida, an independent special district and subdivision of the State of Florida, located at Exploration Park, Florida 32953 (hereinafter referred to as "SPFL") for the transfer of the management, development, and operation of property and infrastructure comprising the Shuttle Landing Facility (hereinafter referred to as the "SLF"), further described in Exhibit A and formerly used in support of the Space Shuttle Program. This partnership is consistent with direction in the National Space Transportation Policy of the United States of America, of November 21, 2013, which directs NASA to "encourage private sector and state and local government investment and participation in the development, improvement, and sustainment of space infrastructure, including both federal launch and reentry sites as well as those operated and maintained by private, state, and local entities." NASA KSC and SPFL may be individually referred to as a "Party" and collectively referred to as the "Parties."

II. SCOPE, PURPOSE, AND PERMITTED USES

- A. The purposes of this agreement are to:
 - 1. Facilitate SPFL's management, development, improvement, operation, and sustainment of the SLF in support of both Government and commercial users engaged in horizontal space launch and recovery, aerospace vehicle flight testing and operations, and mission-related or otherwise compatible aviation. With respect to the SLF, SPFL shall have the right to possess, occupy, develop, re-develop, or otherwise improve, for its own use, or for permit to others, both the land and existing improvements thereon; and shall have the right to construct, or allow others to construct, such structures and facilities as may be required to support the activities authorized by this Agreement, including but not limited to those Commercial Space Activities identified in this Agreement;
 - 2. Encourage private sector and state and local government investment and participation in the development and improvement of space transportation infrastructure;
 - 3. Transfer to SPFL the operational management and maintenance responsibility for the SLF, including existing NASA facilities and related equipment located at the SLF, together with surrounding unimproved land within the SLF required and suitable for future development associated with the purposes and activities authorized pursuant to this Agreement, and provide SPFL with twenty-four (24) hours per day, seven (7) days per week access consistent with the terms of this Agreement.
- B. The U.S. Fish and Wildlife Service (USFWS) and NASA KSC have defined an area (Developable Area) to accommodate future expansion of SLF operations and capabilities that is intended to minimize development impacts to wildlife habitat (See Exhibit A).

Development at the SLF shall be in accordance with the 2007 and 2012 Environmental Assessments (EA) that have been conducted at the SLF. Currently development at the SLF is limited to the south field site and the mid field site, in conformance with areas and impacts defined in the prior mentioned EA's. Development at the north field, and any other areas of the Developable area that is outside the boundaries covered by the current NASA KSC Record of Environmental Consideration (REC) (Exhibit D), is contingent upon the completion of the 2015 Center-wide Environmental Impact Statement (EIS), or pursuant to other National Environmental Policy Act (NEPA) analysis and documentation if required. Once completed, the NASA KSC Business Point of Contact (POC) (Exhibit I) shall notify SPFL and make available the EIS and updated NASA KSC REC.

- C. Permitted uses of the SLF under this Agreement include the following "Commercial Space Activities" that are consistent with the then current Applicable Laws:
 - 1. Processing, flight, and refurbishment of commercial and Government suborbital and orbital launch systems requiring horizontal takeoff and/or recovery;
 - 2. Processing and integration, and/or recovery and storage, of space mission payloads requiring use of permitted flight systems;
 - 3. Advanced aerospace vehicle flight testing and operations, including Unmanned Aerial Systems (UAS) and spaceflight training or development-related experimental aircraft;
 - 4. Commercial and Government spaceflight or aerospace research mission support aviation operations;
 - 5. Commercial and Government mission management and program support aircraft operations;
 - 6. Chartered air service, including passenger aircraft associated directly with Commercial Space Activities;
 - 7. Spaceflight vehicle or payload hardware delivery cargo aircraft operations;
 - 8. Other cargo operations supporting the Commercial Space Activities or other activities at KSC or Cape Canaveral Air Force Station (CCAFS);
 - 9. Aviation flight test and development;
 - 10. Advance air traffic or space traffic management systems development and testing, including but not limited to development of systems and technologies to integrate UAS and commercial space transportation into the National Air Space (NAS) system;
 - 11. Straight line aerodynamic and engine technology vehicle testing;
 - 12. Related manufacturing, assembly, and storage of materials, components, and flight or ground support equipment;
 - 13. Related warehousing and logistics;

- 14. Related development, construction, and operation of common area improvements (e.g., aprons, taxiways, fuel and commodity storage areas, and space launch vehicle preparation areas);
- 15. Related development, construction, and operation of user parking areas, offices and support facilities, visitor facilities including but not limited to those designed for tourism (e.g., flight viewing and educational exhibits);
- 16. Related administrative, operations, and support facilities; and
- 17. High energy systems research, development, and testing.

The enumerated Commercial Space Activities are intended to operate as specific guidelines on the types of activities that NASA considers desirable, and are not intended to operate as a limitation on NASA's right to approve or disapprove other uses, occupancies, or activities at the SLF.

The enumerated Commercial Space Activities are not intended to grant any rights or benefits to, or be enforceable by, any users, Site Occupants or any third party, and NASA may in its sole discretion, and with SPFL's consent, grant approval for any use, occupancy, or activities that it deems in the public interest or beneficial to public or private domestic space activity.

No other uses are allowed without a modification to this Agreement (per Article XIX, "Modifications") formally negotiated and executed by SPFL and NASA KSC.

- D. Prohibited Uses include:
 - 1. General Aviation;
 - 2. Scheduled passenger air service (except for chartered passenger air service as described above); and
 - 3. Industrial manufacturing unrelated to space transportation, aerospace flight systems, or space mission payloads.
- E. The NASA KSC Center Director shall, in his sole discretion, have the authority to direct SPFL to cease all activities under this Agreement that are reasonably believed to be incompatible with safety, security, environmental protection, resource protection, or other Government interests. Related Entities, Site Occupants, licensees, assignees, or invitees shall have no claim under this Agreement on account of such actions against the Government or any officer, agent, employee, or Related Entity thereof.

III. RESPONSIBILITIES

- A. <u>SPFL Responsibilities.</u> At its own expense, SPFL will:
 - 1. Manage, develop, maintain, and operate the SLF as described and defined in this Agreement for both Government and commercial users in accordance with the following priorities:

- a. Horizontal landing of a vehicle from orbit or suborbital profile;
- b. Horizontal launch of spacecraft or mother vehicle carrying a launch vehicle;
- c. Aircraft Operations;
- d. Flight Vehicle testing;
- e. UAS Operations; and
- f. Miscellaneous Non-Interference Operations.
- 2. Provide priority use and scheduling for major NASA and U.S. Department of Defense (DOD) operations that require access to and use of the SLF.
- 3. Manage scheduling, integration, and prioritization of shared assets among all SLF Site Occupants and users, Government and commercial, in order to track resources, hazards, outages, and other relevant information throughout the SLF.
- 4. Assume responsibility for utility systems' operations and maintenance beginning at the designated utility distribution demarcation point (Exhibit C).
- 5. Reimburse NASA provided support services, if any, in advance of their provision by NASA KSC to SPFL consistent with Article V, "Financial Obligations" and Exhibit E.
- 6. Negotiate and execute formal written agreements with the Federal Aviation Administration (FAA), Florida Department of Transportation (FDOT), and U.S. Air Force Eastern Range, together with implementation plans and procedures, to facilitate availability and use of designated special use airspace and offshore warning areas in support of planned flight operations. Provide copies to NASA of all executed agreements with the U.S. Air Force Eastern Range.
- 7. Obtain from the FAA or FDOT all licenses and certifications as may be required to enable the planned Commercial Space Activities permitted in accordance with this Agreement.
- 8. Obtain all other necessary licenses, environmental permits, clearances, and other authorizations, required to support SPFL's Commercial Space Activities, and comply with all Applicable Laws. Provide copies of these documents to NASA KSC.
- 9. NASA KSC will manage a daily LC-39 integrated schedule to track resources, major hazards, outages, and other relevant information throughout LC-39. SPFL shall participate in the overall integrated scheduling process to coordinate all operations that extend outside the SLF.

B. NASA KSC Responsibilities. NASA KSC will:

1. Provide support services, if requested by SPFL and available, on a reimbursable, as available, non-interference basis, as specified in this Agreement. This includes access to and service from existing NASA-owned utility distribution systems, including, but not limited to, electrical power, potable water, and wastewater treatment, and consistent with Article V, "Financial Obligations" and Exhibit E. Additional services not identified as Support Services in Exhibit E are outside the scope of this Agreement. NASA, at its own

- discretion, may provide any such "Demand Services" on a reimbursable basis through a separate agreement to the extent that the provision of such services does not result in NASA competing with the private sector.
- 2. Transfer the operations and maintenance of the SLF as defined and legally described in Exhibit A to SPFL's control and accountability for the duration of this Agreement, in accordance with the terms specified in this Agreement.
- 3. Maintain all necessary support interfaces with SPFL. If available, drawings, specifications, maintenance, or operating information relating to the SLF will be provided to SPFL by NASA KSC at SPFL's request.
- 4. Grant SPFL, its Related Entities, and SLF Site Occupants access to the SLF for the intended scope and purposes of this Agreement.
- 5. Manage a recurring LC-39 integrated schedule to coordinate maintenance tasks, track resources, major hazards, outages, and other relevant information throughout LC-39. NASA KSC will provide advance notice of actions that may impact SPFL's operations and coordinate such actions so that any disruption is minimized. NASA KSC will manage the prioritization of shared assets and resolution of real-time resource conflicts.
- 6. Provide operation, maintenance, and configuration management requirements to SPFL for those SPFL-operated systems, or the portions thereof, that NASA KSC will continue to maintain due to interdependencies beyond the SLF demarcation points or as are otherwise required for use by NASA Programs.
- 7. Provide a safety review or analysis, where required, by Exhibit H.
- 8. Provide documentation or other information to SPFL related to any agreements NASA KSC has with NASA's Related Entities and third parties existing at the effective date of this agreement that may require access, or other coordination related to the SLF. Third parties may include, but are not limited to, federal agencies, other NASA centers, and commercial companies.

IV. TERM OF AGREEMENT, SCHEDULE, AND MILESTONES

- A. The term of this Agreement ("Term") shall commence on the date of the last signature of the parties to this Agreement and, unless sooner terminated as specifically provided in this Agreement, shall continue for a period of thirty (30) years.
- B. The Term may be extended or otherwise modified in the manner required in Article XIX for modifications.
- C. In addition to Paragraph B, if and when SPFL obtains approval from NASA KSC under Article XXVI for construction or installation of an Improvement, NASA KSC and SPFL expect to discuss and expressly agree under Article XIX at that time to a modification of the Term and the Term shall be extended to a date as follows:

- 1. After substantial completion of a real-property Improvement, the date when the useful life of the Improvement expires; or
- 2. After installation of a tangible-personal-property Improvement at the SLF, or otherwise after placement of the Improvement in service at the SLF, the date when the useful life of the Improvement ends,
 - so long as such date does not exceed the period of sixty (60) years from the original signature date. In the event such date would exceed the period of sixty (60) years from the original signature date, the Term shall be deemed extended to the date sixty (60) years from the original signature date.
- D. The Parties will participate in an Annual Strategic Review to assess the planning and development strategy for the SLF.

The planned major milestones for the activities associated with this Agreement are as follows:

SPFL provides Certificate of Insurance and a list of Policy exclusions or limitations	Prior to signature
SPFL provides SLF Design Standards	Within two (2) months of signature Date
SPFL provides Concept of Operations Plan	Within two (2) months of signature Date
SPFL application submission to FAA-AST for Launch and Reentry Site Operator license	Within one year of Signature Date
SPFL obtains status as Florida Registered private airport under FDOT Administrative Code, Chapter 14-60	Within one year of signature date
SPFL execution of transition contracting actions to ensure continuity of operations	NLT September 30, 2015
SPFL obtains FCC license	Within one year of signature date

V. FINANCIAL OBLIGATIONS

A. The National Aeronautics and Space Act, 51 U.S.C. § 20113(f), provides authority to NASA to cooperate with public and private agencies and instrumentalities, with or without reimbursement, in the use of services, equipment and facilities. Given the mutual benefit to NASA and SPFL within the scope and purpose of this Agreement is to promote and

- facilitate commercial space activities utilizing the SLF, use of this authority is appropriate to execute this Agreement.
- B. The benefit to NASA from this Agreement includes priority use for mission requirements and long term preservation of this unique high value asset for commercial and DOD space flight activities. In addition, NASA will achieve cost savings through continued access and use of the SLF. In consideration of the NASA benefit derived as a result of the activities, investments, and obligations assumed by the SPFL pursuant to this Agreement, NASA will not require SPFL to provide cash payments for use of the SLF. In the event that the SPFL's personal property is not removed and the SLF is not restored in accordance with this Agreement, SPFL shall pay to NASA a reasonable sum which may be expended after the expiration, revocation, or termination of this Agreement to restore the SLF to the condition required by this Agreement.
- C. SPFL is required to make payments to NASA for provision to SPFL of "Support Services," which will be reimbursed fully by SPFL in advance of any such commitments by NASA. See Exhibit E.
 - 1. SPFL agrees to reimburse NASA to carry out its responsibilities under this Agreement for the first year of **recurring services**. Included in the estimate are costs for those services anticipated to be provided by NASA KSC during the first and subsequent years of the agreement (e.g., utilities, fire, and badging), including a reserve fund (\$25,000) to enable expedited processing of requests for other services within the scope of this agreement.
 - a. Normally included in recurring services are indirect costs associated with common area grounds and road maintenance which is charged as a Facility Service Charge established annually by NASA KSC based on the Center's square footage and charged to SPFL based on square footage of real property in this Agreement, excluding square footage of the runway. This fee will not be included during the period that NASA KSC is providing transition services, but will be implemented once those services are no longer being provided by NASA KSC. As the Center and SLF expand or reduce in square footage of real property, the square footage algorithms for estimated cost will be updated.
 - b. Included in the recurring services estimate is the full cost of NASA KSC provided services includes an applicable Center Management and Operations (CM&O) charge (percentage rate) established annually by the Agency. The CM&O charge covers NASA KSC's costs of maintaining and operating the municipal services at the Center.
 - c. Included in the recurring services estimate is a direct cost allocation of NASA KSC's protective services contract value specific to fire emergency response. The allocation is based on the Center's total square footage, and charged to SPFL based on square footage of real property in this Agreement. In-district support services to the SLF will be provided at no additional costs. As the Center and SLF expand or reduce in square footage of real property, the square footage algorithms for estimated cost will be updated.

- 2. SPFL agrees to reimburse NASA for NASA KSC to carry out its responsibilities for five (5) months of **transition services**, to be provided by NASA KSC for a period not to extend beyond September 30, 2015. Included in the estimate are costs for services required to operate and maintain the airfield (e.g., airfield operations, facility maintenance, and information technology). These services will be contracted directly by SPFL to outside providers after the transition period is complete and throughout subsequent years of the agreement.
- D. SPFL agrees to provide to NASA, at no cost, flight operation services associated with landings and take-offs of NASA aircraft in accordance with Article XXXII. The non-reimbursed services are valued at \$45,045 of support labor for the first year of operation and the value to be escalated by three percent (3%) annually thereafter. NASA KSC's Technical Point of Contact will concur in advance on which NASA flight operations are to be charged against this account. SPFL shall provide a quarterly report of NASA's flight operations costs incurred. A separate contract will need to be established between the Parties for costs in excess of the non-reimbursed services amount.
- E. Payment shall be due in advance of initiation of NASA KSC's efforts on behalf of the SPFL. An initial deposit of 70%, which includes 100% of the Transition Services estimate, 100% of the Badging estimate, 100% of the Reserve Account for Miscellaneous Services estimate, and 25% of the Recurring Services estimate shall be due on the signature date of the Agreement. Subsequent quarterly payments shall be received by NASA fifteen (15) days in advance of each quarter and subject to adjustment based on an assessment of actual support services costs.
 - 1. Subsequent years of Support Services will be estimated by NASA KSC and communicated to SPFL in advance of the Agreement signature date anniversary.
 - 2. Payment shall be payable to NASA through the NASA Shared Services Center (NSSC) (choose one form of payment): (1) U.S. Treasury FEDWIRE Deposit System, Federal Network **Deposit** System; Reserve Wire (2) www.nssc.nasa.gov/customerservice (select "Pay NASA" from the Quick Links to the left of the page); or (3) check. A check should be payable to NASA and sent to: NASA Shared Services Center; FMD – Accounts Receivable; For the Accounts of John F. Kennedy Space Center; Bldg. 1111, C Road; Stennis Space Center, MS 39529. Payment by electronic transfer (#1 or #2, above) is strongly encouraged, and payment by check is to be used only if circumstances preclude the use of electronic transfer. All payments and other communications regarding this Agreement shall reference the Center name, title, date, and number of this Agreement.
- F. NASA KSC will not provide services or incur costs beyond the existing payment. Although NASA KSC has made a good faith effort to accurately estimate its costs, it is understood that NASA provides no assurance that the proposed effort under this Agreement will be accomplished for the above estimated amount. In no event will NASA transfer any U.S. Government funds to SPFL under this Agreement. Should the effort cost more than the estimate, NASA KSC will advise SPFL as soon as possible. SPFL shall pay all costs incurred and has the option of canceling the remaining effort, or providing

additional funding in order to continue the proposed effort under the revised estimate. Should this Agreement be terminated, or the effort completed at a cost less than the agreed-to estimated cost, NASA shall account for any unspent funds within 90 days after completion of all effort under this Agreement, and promptly thereafter return any unspent funds to SPFL.

G. Notwithstanding any other provision of this Agreement, all activities under or pursuant to this Agreement are subject to the availability of funds, and no provision of this Agreement shall be interpreted to require obligation or payment of funds in violation of the Anti-Deficiency Act, 31 U.S.C. § 1341.

VI. PRIORITY OF USE

A. Operations

- 1. SPFL will provide priority use and scheduling for major NASA and DOD operations that require access to and use of the SLF. NASA KSC and SPFL agree to consult on scheduled use of the SLF to insure minimum interference between Government priority and non-government uses of the SLF.
- 2. SPFL understands that the SLF is part of a buffer zone to insulate operations at KSC and the Cape Canaveral Air Force Station (CCAFS) from adversely affecting the public. The Parties agree to consult in advance on planned operations at the SLF to minimize interference between activities at the SLF and activities conducted at KSC or CCAFS. NASA KSC will take reasonable steps to accommodate operations at the SLF to minimize interference between operations at the SLF and KSC and CCAFS operations.
- 3. In the event that NASA exercises its right of scheduling priority, NASA KSC will make reasonable efforts to keep SPFL as close as possible to its original schedule. Should Government operations affect the schedule of SPFL's launch and reentry efforts, such action will be read against this Priority of Use Article, and such exercise does not qualify as a "preemption" under 51 U.S.C. § 50910. In the event that NASA exercises its right of scheduling priority, it will be at no cost to NASA.

B. Support Services

Provision of Support Services to SPFL by NASA KSC is based upon NASA's current understanding of the projected availability of NASA goods, services, facilities, and/or equipment. In the event that NASA's projected availability changes, SPFL shall be given reasonable notice of that change, so that its schedule may be adjusted accordingly. The Parties agree that NASA's use of the goods, services, facilities, or equipment used to provide Support Services to SPFL shall have priority over the use planned in this Agreement. Should a conflict arise, NASA KSC in its sole discretion shall determine whether to exercise that priority. Likewise, should a conflict arise as between two or more non-NASA Partners, NASA KSC, in its sole discretion, shall determine the priority as between those Partners. This Agreement does not obligate NASA KSC to seek alternative Government property or services under the jurisdiction of NASA at other locations.

VII. LIABILITY AND RISK OF LOSS

A. Unilateral Waiver with Flow Down

- 1. SPFL hereby waives any claims against NASA, its employees, NASA's Related Entities, and employees of NASA's Related Entities for any injury to, or death of, SPFL employees or the employees of SPFL's Related Entities, or for damage to, or loss of, SPFL's property or the property of its Related Entities arising from or related to activities conducted under this Agreement, whether such injury, death, damage, or loss arises through negligence or otherwise, except in the case of willful misconduct.
- 2. SPFL further agrees to extend this unilateral waiver to SPFL's Related Entities and Site Occupants by requiring them, by contract or otherwise, to waive all claims against NASA, its related entities, and employees of NASA and employees of NASA's related entities for injury, death, damage, or loss arising from or related to activities conducted under this Agreement.

B. Indemnity

- 1. To the extent permitted by law, SPFL agrees to indemnify and defend NASA against, and hold NASA harmless from, all claims, demands, liabilities, damages, losses, costs, and expenses, including reasonable attorneys' fees and disbursements, caused by activities under this Agreement, except to the extent the same is caused solely by the willful misconduct of NASA. To the extent SPFL, as an instrumentality of the State of Florida, is precluded from providing the foregoing indemnification obligation, SPFL agrees to fulfill its obligation to indemnify the U.S. Government by directing, and permitting NASA to direct, any third-party claimants to file any applicable claims directly with the State of Florida in accordance with Section 768.28 of Florida Statutes and other Applicable Laws of the State of Florida.
- 2. The unilateral waiver, above in Section A, and indemnity requirements, in Section B, do not apply to personal injury, death, and property damage arising from NASA's flight operations of NASA-owned aircraft at the SLF.

C. Insurance for Damage to U.S. Government Property

- 1. SPFL shall, at no cost to NASA, maintain, or cause to be maintained, throughout the Term, insurance to cover the loss of or damage to U.S. Government property as a result of any activities conducted under this Agreement. The policy must cover the cost of replacing or repairing any U.S. Government property (real or personal) damaged as a result of any performance of this Agreement, including performance by the U.S. Government or its contractors, subcontractors, at any tier.
- 2. The insurance required under this subparagraph shall provide coverage in an amount acceptable to NASA. All terms and conditions in the policy shall be acceptable to NASA, and shall require thirty (30) days' notice to NASA of any cancellation or change affecting coverage. The policy shall cover all risks of loss except that it may exclude damage caused

- by the U.S. Government's willful misconduct. The insurance policy shall provide that the insurer waives its right as a subrogee against U.S. Government contractors, subcontractors at any tier for damage.
- 3. An insurance policy or policies, the terms and conditions of which are reviewed and approved by NASA, at least annually, based on planned operations of SPFL, or an agreement on an alternative method of protection, is a condition precedent to SPFL's access to or use of U.S. Government property or U.S. Government services under this Agreement. This annual review will result in the agreed upon insurance requirements to be memorialized and signed by the Parties and attached as Exhibit J to this Agreement.
- 4. In the event SPFL is unable to obtain insurance coverage required above, the Parties agree to consider, subject to review, approval and agreement by NASA, alternative methods of protecting U.S. Government property (e.g., by acceptable self-insurance or purchase of an appropriate bond).
- 5. In the event U.S. Government property is damaged as a result of activities conducted under this Agreement, SPFL (whether as an insured loss payee or under an alternate protection method) shall be solely responsible for the repair and restoration of such property subject to NASA direction. SPFL's liability for such repair and restoration shall not exceed the agreed insurance amounts or other protection method limits.

D. Insurance Protecting Third Parties

- 1. SPFL shall, at no cost to NASA, maintain throughout the Term, insurance protecting the U.S. Government and U.S. Government contractors and subcontractors, at any tier, from any liability as a result of any activities conducted under this Agreement, resulting in damage to:
 - a. SPFL's employees or agents; and
 - b. Third parties, including U.S. Government employees, and U.S. Government contractor and subcontractor employees.
- 2. The insurance required under this subparagraph shall provide coverage in an amount acceptable to NASA. All terms and conditions in the policy shall be acceptable to NASA, and shall require thirty (30) days' notice to NASA of any cancellation or change affecting coverage. The policy shall cover all risks of loss except that it may exclude damage caused by the U.S. Government's willful misconduct. The insurance policy shall provide that the insurer waives its right as a subrogee against U.S. Government contractors, subcontractors, or related entities for damage.
- 3. An insurance policy or polices, the terms and conditions of which are reviewed and approved by NASA, at least annually, based on planned operations of SPFL, or an agreement on an alternative method of protection, is a condition precedent to SPFL's access to or use of U.S. Government property or U.S. Government services under this Agreement. This annual review will result in the agreed upon insurance requirements to be memorialized and signed by the Parties and attached as Exhibit J to this Agreement.

- 4. SPFL's insurance obtained pursuant to this section shall not be the exclusive recourse of the U.S. Government in the event liability exceeds the amount of coverage. The U.S. Government reserves the right to bring an action against any responsible party for liability incurred by the U.S. Government under domestic or international law.
- 5. Each Party agrees to cooperate with the other in obtaining any information, data, reports, contracts, and similar materials in connection with the presentation or defense of any claim by either Party under any policy of insurance purchased to meet the requirements of this Article. If the U.S. Government takes control of the defense of its interests, which would otherwise have been within SPFL's responsibility as established in this Article without the concurrence of SPFL, SPFL shall be released from any liability to the U.S. Government on account of the claim.
- E. Insurance for Damage to SPFL Improvements

SPFL shall, at no cost to NASA, maintain throughout the Term, insurance to protecting against loss or damage to Improvements of SPFL or SPFL's Related Entities as a result of any activities conducted under this Agreement to the extent such improvements are reasonably required by NASA to conduct U.S. Government activities in the future.

F. Amount of Insurance

1. Prior to access to the SLF and at all times during the Term, SPFL shall maintain adequate insurance for damage to U.S. Government property, Third Parties, and SPFL Improvements. Exhibit J, which will be updated at least annually through good-faith negotiations between the Parties, will identify SPFL's planned activities and insurance requirements determined necessary or appropriate by the Parties based on the risks to U.S. Government Property, Third Parties, and SPFL Improvements reasonably required by NASA to conduct U.S. Government activities. It is anticipated that as SPFL's management and operation of the SLF includes a greater number of activities, adequate levels of insurance for SPFL will increase. It is SPFL's responsibility to demonstrate through its existing policies that it has met or exceeded its insurance requirements as updated annually. SPFL shall provide to NASA certificates of insurance, and associated policies, evidencing the insurance required thereunder within a reasonable time before SPFL begins to use U.S. Government property or Government services. SPFL shall personally deliver, or send by registered or certified mail, postage prepaid, two copies of such insurance policy(ies), or any modifications or amendments, to NASA at the following address:

> National Aeronautics and Space Administration Kennedy Space Center Attn: Chief Counsel Mail Code CC Kennedy Space Center, FL 32899

2. If SPFL fails to obtain or maintain the insurance coverage agreed to by the Parties (see Exhibit J), NASA will issue a Cease and Desist Commercial Space Activities Notice to SPFL requiring SPFL to cease all operations at the SLF. SPFL shall comply with the notice

until proof of insurance coverage is provided to NASA. Non-compliance with the Notice may be grounds for termination (see Article XIV, paragraph B.10).

G. Multiple Policies

Insurance protecting damage to U.S. Government Property, Third Parties, and SPFL Improvements reasonably required by NASA to conduct U.S. Government activities may include coverage under several different policies, as long as SPFL can demonstrate it has met NASA's requirement for each type of coverage.

H. Additional Insurance Requirements

- 1. All insurance and all renewals shall be issued by companies with a rating of at least "A-" "VIII" (or its equivalent successor) or better in the current edition of Best's Insurance Reports (or its equivalent successor, or, if there is no equivalent successor rating, otherwise acceptable to NASA) and be licensed to do and doing business in Florida.
- 2. No approval by NASA of any insurer, or the terms or conditions of any policy, or any coverage or amount of insurance, or any deductible amount shall be construed as a representation by NASA of the solvency of the insurer or the sufficiency of any policy or any coverage or amount of insurance or deductible.
- 3. Failure of NASA to demand such certificate or other evidence of full compliance with these insurance requirements or failure of NASA to identify a deficiency from evidence that is provided shall not be construed as a waiver of SPFL's obligation to maintain such insurance.
- 4. To the extent SPFL decides to pursue an operator's license with the Federal Aviation Administration (FAA), the granting of such license does not relieve SPFL of any obligations under this Article or this Agreement.
- 5. SPFL agrees that all proceeds of insurance required for NASA protection and obtained by or under the control of SPFL shall first be applied to satisfy SPFL's obligations to the Government under this Agreement.

VIII. INTELLECTUAL PROPERTY RIGHTS – DATA RIGHTS

A. General

- 1. "Related Entity" as used in this Data Rights Article means a contractor, subcontractor, grantee, or other entity having a legal relationship with NASA or SPFL that is assigned, tasked, or contracted to perform activities under this Agreement.
- 2. "Data," means recorded information, regardless of form, the media on which it is recorded, or the method of recording.
- 3. "Proprietary Data," means Data embodying trade secrets developed at private expense or commercial or financial information that is privileged or confidential, and that includes a restrictive notice, unless the Data is:

- a. Known or available from other sources without restriction;
- b. Known, possessed, or developed independently, and without reference to the Proprietary Data;
- c. Made available by the owners to others without restriction; or
- d. Required by law or court order to be disclosed.
- 4. Data exchanged under this Agreement is exchanged without restriction except as otherwise provided herein.
- 5. Notwithstanding any restrictions provided in this Article, the Parties are not restricted in the use, disclosure, or reproduction of Data provided under this Agreement that meets one of the exceptions in C. above. If a Party believes that any exceptions apply, it shall notify the other Party before any unrestricted use, disclosure, or reproduction of the Data.
- 6. The Parties will not exchange preexisting Proprietary Data under this Agreement unless authorized herein or in writing by the owner.
- 7. If the Parties exchange Data having a notice that the Receiving Party deems is ambiguous or unauthorized, the Receiving Party shall tell the Providing Party. If the notice indicates a restriction, the Receiving Party shall protect the Data under this Article unless otherwise directed in writing by the Providing Party.
- 8. The Data rights herein apply to the employees and Related Entities of SPFL. SPFL shall ensure that its employees and Related Entity employees know about and are bound by the obligations under this Article.
- 9. Disclaimer of Liability: NASA is not restricted in, or liable for, the use, disclosure, or reproduction of Data without a restrictive notice under paragraphs 1C. or 2. of this Article or for Data SPFL gives, or is required to give, the Government without restriction.
- B. Data First Produced by SPFL Under this Agreement
 - If Data first produced by SPFL or its Related Entities under this Agreement is given to NASA, and the Data is Proprietary Data, and it includes a restrictive notice, NASA will use reasonable efforts to protect it. The Data will be disclosed and used (under suitable protective conditions) only for Government purposes.
- C. Data First Produced by NASA Under this Agreement
 - If SPFL requests that Data first produced by NASA under this Agreement be protected, and NASA determines it would be Proprietary Data if obtained from SPFL, NASA will use reasonable efforts to mark it with a restrictive notice and protect it for two (2) years after its development. During this restricted period the Data may be disclosed and used (under suitable protective conditions) for Government purposes only, and thereafter for any purpose. SPFL must not disclose the Data without NASA's written approval during the restricted period. The restrictions placed on NASA do not apply to Data disclosing a NASA-owned invention for which patent protection is being considered.
- D. Publication of Results

The National Aeronautics and Space Act, 51 U.S.C. § 20112, requires NASA to provide for the widest practicable and appropriate dissemination of information concerning its activities and the results thereof. As such, NASA may publish unclassified and non-Proprietary Data resulting from work performed under this Agreement. The Parties will coordinate publication of results allowing a reasonable time to review and comment.

E. Data Disclosing an Invention

If the Parties exchange Data disclosing an invention for which patent protection is being considered, and the furnishing Party identifies the Data as such when providing it to the Receiving Party, the Receiving Party shall withhold it from public disclosure for a reasonable time (one (1) year unless otherwise agreed or the Data is restricted for a longer period herein).

F. Copyright

Data exchanged with a copyright notice and no indication of restriction under paragraphs 1.C., 2, or 3 of this Article (*i.e.*, Data has no restrictive notice) is presumed to be published. The following royalty-free licenses apply:

- 1. If indicated on the Data that it was produced outside of this Agreement, it may be reproduced, distributed, and used to prepare derivative works only for carrying out the Receiving Party's responsibilities under this Agreement.
- 2. Data without the indication of 6.A. is presumed to be first produced under this Agreement. Except as otherwise provided in paragraph 5. of this Article, and in the Inventions and Patent Rights Article of this Agreement for protection of reported inventions, the Data may be reproduced, distributed, and used to prepare derivative works for any purpose.

G. Data Subject to Export Control

Whether or not marked, technical data subject to the export laws and regulations of the United States provided to SPFL under this Agreement must not be given to foreign persons or transmitted outside the United States without proper Government authorization.

IX. USE OF NASA NAME AND EMBLEMS

A. NASA Name and Initials

SPFL 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. Except for releases under Article X, "Release of General Information to the Public and Media," SPFL must submit any proposed public use of the NASA name or initials (including press releases and all promotional and advertising use) to the NASA Assistant Administrator for the Office of Communications for review and approval. NASA approval shall be based on Applicable Laws and policy governing the use of the NASA name and initials.

B. NASA Emblems

Use of NASA emblems (i.e., NASA Seal, NASA Insignia, NASA logotype, NASA Program Identifiers, and the NASA Flag) is governed by 51 U.S.C § 20141 and 14 C.F.R. Part 1221. SPFL must submit any proposed use of the emblems to the NASA Assistant Administrator for the Office of Communications for review and approval. NASA approval shall be based on Applicable Law and policy governing the use of the NASA emblems.

X. RELEASE OF GENERAL INFORMATION TO THE PUBLIC AND MEDIA

- A. NASA or SPFL may, consistent with Federal law and this Agreement, release general information regarding its own participation in this Agreement as desired.
- B. When SPFL invites specific media to the SLF, SPFL's Public Affairs POC will advise NASA KSC Public Affairs POC of the visit at least two (2) business days prior to the visit for US citizens and at least ten (10) business days prior to the visit for foreign nationals in order to coordinate the visit details which involve badging of the media crew by SPFL and for the Public Affairs POC to obtain a Media Escort placard to escort the media to the SLF. This placard will only allow access to the SLF and does not allow access to any other NASA operational facilities. All NASA related news media interviews, news conferences, media scouts, photo opportunities, film crews, etc., must be coordinated in advance with NASA KSC Public Affairs POC. SPFL shall make NASA Public Affairs POC aware of any stories to appear in the media, web or social media in advance of publication or broadcast. SPFL may provide for internal communications to their employees, and is encouraged to distribute to their employees all NASA communications to the workforce. SPFL shall follow all NASA policies and procedures (e.g., KNPR1600.1, KDP-KSC-P-3722, and KDP-KSC-P-3717) for badging Foreign National Media.
- C. Neither NASA nor SPFL is permitted to release information about ongoing operations for any proprietary or classified government programs without the written consent of those program officials.

XI. DISCLAIMER OF WARRANTY

Goods, services, facilities, or equipment provided by NASA under this Agreement are provided "as is." NASA makes no express or implied warranty as to the condition of any such goods, services, facilities, or equipment, or as to the condition of any research or information generated under this Agreement, or as to any products made or developed under or as a result of this Agreement including as a result of the use of information generated hereunder, or as to the merchantability or fitness for a particular purpose of such research, information, or resulting product, or that the goods, services, facilities or equipment provided will accomplish the intended results or are safe for any purpose including the intended purpose, or that any of the above will not interfere with privately-owned rights of others. Neither the government nor its Related Entities shall be liable for special, consequential or incidental damages attributed to such equipment,

facilities, technical information, or services provided under this Agreement or such research, information, or resulting products made or developed under or as a result of this Agreement.

XII. DISCLAIMER OF ENDORSEMENT

NASA does not endorse or sponsor any commercial product, service, or activity. NASA's participation in this Agreement or provision of services or facilities under this Agreement does not constitute endorsement by NASA. SPFL agrees that nothing in this Agreement will be construed to imply that NASA authorizes, supports, endorses, or sponsors any product or service of SPFL resulting from activities conducted under this Agreement, regardless of the fact that such product or service may employ NASA-developed technology.

XIII. COMPLIANCE WITH LAWS AND REGULATIONS

- A. The Parties shall comply with all Applicable Laws and regulations including, but not limited to, occupational health; safety; security; export control; environmental; and suspension and debarment laws and regulations. Access by SPFL to NASA KSC facilities or property, or to a NASA Information Technology (IT) system or application, 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.
- B. With respect to any export control requirements:
 - 1. The Parties will comply with all U.S. export control laws and regulations, including the International Traffic in Arms Regulations (ITAR), 22 C.F.R. Parts 120 through 130, and the Export Administration Regulations (EAR), 15 C.F.R. Parts 730 through 799, in performing work under this Agreement. In the absence of available license exemptions or exceptions, the SPFL shall be responsible for obtaining the appropriate licenses or other approvals, if required, for exports of hardware, technical data and software, or for the provision of technical assistance.
 - 2. SPFL shall be responsible for obtaining export licenses, if required, before utilizing foreign persons in the performance of work under this Agreement, including instances where the work is to be performed on-site at KSC and where the foreign person will have access to export-controlled technical data or software.
 - 3. SPFL will be responsible for all regulatory record-keeping requirements associated with the use of licenses and license exemptions or exceptions.
 - 4. SPFL will be responsible for ensuring that the provisions of this Article XIII, "Compliance with Laws and Regulations" apply to its Related Entities.
- C. With respect to suspension and debarment requirements:
 - 1. SPFL hereby certifies, to the best of its knowledge and belief, that it has complied, and shall comply, with 2 C.F.R. Part 180, Subpart C, as supplemented by 2 C.F.R. Part 1880, Subpart C.

- 2. SPFL shall include language and requirements equivalent to those set forth in subparagraph (C)(1), above, in any lower-tier covered transaction entered into under this Agreement.
- D. If the scope of work to be performed by SPFL at the SLF to accommodate their use is determined to be subject to the requirements of the Davis-Bacon Act, SPFL and its Related Entities shall comply with all wage determinations and other applicable provisions.

XIV. RIGHT TO TERMINATE, EVENTS OF DEFAULT, REMEDIES

- A. Termination by Mutual Consent. This Agreement may be terminated at any time upon mutual written consent of both Parties.
- B. Default by SPFL. The occurrence of one (1) or more of the following Events of Default shall constitute a breach of this Agreement by SPFL:
 - 1. SPFL fails to pay any money or charge payable by SPFL under any provision of this Agreement and such failure continues for more than thirty (30) days after NASA KSC gives written notice to SPFL that such amount is due and unpaid;
 - 2. SPFL fails to perform or breaches any other agreement or covenant of this Agreement to be performed or observed by SPFL as and when performance or observance is due and such failure or breach continues for more than ninety (90) days after NASA KSC gives written notice thereof to SPFL; provided, however, that if, by the nature of such agreement or covenant, such failure or breach cannot reasonably be cured within such period of ninety (90) days, an Event of Default shall not exist as long as SPFL commences with due diligence and dispatch the curing of such failure or breach within such period of ninety (90) days and, having so commenced, thereafter prosecutes with diligence and dispatch and completes the curing of such failure or breach; or
 - 3. SPFL (i) files, or consents by answer or otherwise to the filing against it of a petition for relief or reorganization or arrangement or any other petition in bankruptcy or for liquidation or to take advantage of any bankruptcy, insolvency or other debtors' relief law of any jurisdiction, (ii) makes an assignment for the benefit of its creditors, or (iii) consents to the appointment of a custodian, receiver, trustee in bankruptcy or other officer with similar powers with respect to the financial affairs of SPFL or of any substantial part of SPFL's property; or
 - 4. Without consent by SPFL, a court or government authority enters an order, and such order is not vacated within ninety (90) days, (i) appointing a custodian, receiver, trustee or other officer with similar powers with respect to SPFL or with respect to any substantial part of SPFL's property, or (ii) constituting an order for relief or approving a petition for relief or reorganization or arrangement or any other petition in bankruptcy or for liquidation or to take advantage of any bankruptcy, insolvency or other debtors' relief law of any jurisdiction, or (iii) ordering the dissolution, winding up or liquidation of SPFL; or

- 5. This Agreement or any estate of SPFL hereunder is levied upon under any attachment or execution and such attachment or execution is not vacated within ninety (90) days; or
- 6. SPFL (i) fails to obtain or comply with the terms of any DOT/FAA licenses required or (ii) violates any term or condition of any environmental or other Government permit or license and such failure or violation continues for more than ninety (90) days after NASA KSC gives written notice thereof to SPFL. For purposes of this Event of Default, SPFL shall promptly notify NASA KSC if and when SPFL receives notice, whether from DOT/FAA or any other governmental agency with regulatory jurisdiction over the SLF, alleging that SPFL is in violation of a term of a required DOT/FAA license or term or condition of an environmental permit or license pertinent to the operation and management of the SLF; or
- 7. SPFL voluntarily abandons or discontinues Commercial Space Activities at the SLF, and shows no evidence that it will resume its activities within a reasonable period of time, provided, however, that suspension of operations by SPFL during a strike or work stoppage by its employees shall not be considered voluntary abandonment or discontinuance of operations; or
- 8. SPFL abandons the SLF, and shows no evidence that it will reoccupy the SLF and resume its activities with a reasonable period of time; or
- 9. SPFL has failed to conduct its activities in a safe manner, and such failure continues for more than seventy-two (72) hours after NASA KSC gives written notice thereof to SPFL.
- 10. SPFL violates a Cease and Desist Commercial Space Activities Notice (see Article VII, paragraph F.2) from NASA. NASA will provide written notice to SPFL, and SPFL shall have five (5) days in which to return to compliance with the Notice, or provide proof that sufficient insurance has been obtained.
- C. Termination due to an Event Default. If an Event of Default occurs, NASA shall have the right at any time to give a written termination notice to SPFL and, on the date specified in such notice, SPFL's right to possession shall terminate and this Agreement shall terminate. Upon such termination, NASA shall have the full and immediate right to possession of the SLF. In addition, NASA shall have the right to recover from SPFL all unpaid costs, which had accrued at the time of termination pursuant to Article V, "Financial Obligations."
- D. Continuation. If an Event of Default occurs, this Agreement shall continue in effect for so long as NASA does not terminate SPFL's right to possession, and NASA shall have the right to enforce all its rights and remedies under this Agreement, including the right to recover all payments that become due under this Agreement. Acts of maintenance or preservation or efforts to re-let the SLF or the appointment of a receiver upon initiative of NASA KSC to protect NASA's interest under this Agreement shall not constitute a termination of SPFL's right to possession unless written notice of termination is given by NASA KSC to SPFL.
- E. Remedies Cumulative. Upon the occurrence of an Event of Default, NASA KSC shall have the right to exercise and enforce all rights and remedies granted or permitted by law. The remedies provided for in this Agreement are cumulative and in addition to all other

- remedies available to NASA at law or in equity by statute or otherwise. Exercise by NASA of any remedy shall not be deemed to be an acceptance of surrender of the SLF by SPFL, either by agreement or by operation of law.
- F. SPFL's Primary Duty. All agreements and covenants to be performed or observed by SPFL under this Agreement shall be at SPFL's sole cost and expense and without any offset to amounts which may be payable to NASA.
- G. NASA Default. If NASA defaults on its responsibilities as stated in Article III of this Agreement, or fails to perform or breaches any other agreement or covenant of this agreement for reasons other than Force Majeure as defined in paragraph H.1, below, SPFL shall give written notice to NASA KSC specifying such default with particularity, and NASA shall have thirty (90) days after receipt of such notice within which to cure such default. In the event of any default by NASA, SPFL's exclusive remedy shall be an action for damages or for specific performance, mandamus, injunction, or other equitable remedy, or for both. In addition to seeking such a judicial remedy or remedies, SPFL may terminate this agreement.
- H. Unilateral Termination by NASA; Force Majeure.
 - 1. NASA may unilaterally terminate this Agreement upon written notice in the following circumstances: (i) upon a declaration of war by the Congress of the United States; or (ii) upon a declaration of a national emergency by the President of the United States; or (iii) upon a NASA determination, in writing, that NASA is required to terminate for reasons beyond its control. For purposes of this Article, reasons beyond NASA's control include, but are not limited to, acts of God or of the public enemy, acts of the Government other than NASA, in either its sovereign or contractual capacity (to include failure of Congress to appropriate sufficient funding to enable NASA's obligations under this Agreement), fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, or unusually severe weather.
 - 2. In the event of termination for reasons given above, NASA KSC will seek to provide reasonable advance notice and will seek to mitigate the effect of such termination, if possible, and will enter into discussions with SPFL for that purpose. This Article is not intended to limit or govern the right of NASA or SPFL, in accordance with law, to terminate its performance under this Agreement, in whole or in part, for SPFL's or NASA's breach of a provision in this Agreement.
 - 3. Despite the occurrence of any of the conditions delineated above, the Government may elect not to terminate this Agreement immediately. Any such election shall not constitute a waiver of any right of the Government hereunder nor shall it preclude the Government from later terminating the Agreement without further notice if the condition creating a right to terminate continues. NASA shall not be liable for any costs, loss of profits, revenue, or other direct, indirect, or consequential damages incurred by SPFL, its Related Entities, or Site Occupants as a result of the termination by NASA.
- I. Unilateral Termination by SPFL. SPFL may terminate this agreement as follows:

- 1. Without cause, but only after written notice of its intent to terminate is delivered to NASA KSC at the earliest possible date, and in any event not later than ninety (90) days prior to the date of termination; or
- 2. Upon failure of appropriation of funding sufficient, in SPFL's reasonable discretion, to continue operation and maintenance of the SLF, but only after written notice of its intent to terminate is delivered to NASA KSC at the earliest possible date, and in any event not later than sixty (60) days prior to the date of termination; or
- 3. Upon acts of God or public enemy, but only after written notice of its intent to terminate is delivered to NASA KSC at the earliest possible date, and in any event not later than sixty (60) days prior to the date of termination.

XV. CONTINUING OBLIGATIONS

The rights and obligations of the Parties that, by their nature, would continue beyond the expiration or termination of this Agreement, e.g., "Financial Obligations", "Liability and Risk of Loss", and "Environmental Condition, Management, and Compliance" shall survive such expiration or termination of this Agreement.

XVI. POINTS OF CONTACT

The Agreement POCs are designated by the Parties in Exhibit I. The Parties shall submit all communication and correspondence such as written requests, approvals, concurrences, and notices under this Agreement to the designated POCs (e.g., Business, Technical, Public Affairs) identified in Exhibit I. The primary objective of these POCs is to ensure efficient and effective coordination of the actions required per this Agreement with specific NASA KSC implementing organizations. All written requests, approvals, consents, and notices under this Agreement shall be addressed properly, either deposited in the United States mail, postage prepaid, or delivered by hand, or sent via facsimile or electronic mail, to the applicable party. Such requests, approvals, consents, notices, and other communications shall be effective on the date of receipt (evidenced by the certified mail receipt) if delivered by United States mail. If any such request, approval, consent, notice, or other communication is not received or cannot be delivered due to a change in the address of the receiving party, of which notice was not previously given to the sending party or due to a refusal to accept by the receiving party, such request, approval, consent, notice, or other communication shall be effective on the date delivery is attempted. Each Party shall recognize successor POCs and shall provide appropriate and timely written notification when such changes occur.

XVII. DISPUTE RESOLUTION

Except as otherwise provided in Article VI, "Priority of Use," Article VIII, "Intellectual Property Rights" (for those activities governed by 37 C.F.R. Part 404), and those situations where a pre-

existing statutory or regulatory system exists (e.g., under the Freedom of Information Act, 5 U.S.C. § 552), all disputes concerning questions of fact or law arising under this Agreement shall be referred by the claimant in writing to the appropriate Business POC. The persons identified as the Business POC for NASA KSC and SPFL will consult and attempt to resolve all issues arising from the implementation of this Agreement. If they are unable to come to agreement on any issue, the dispute will be referred to the signatories to this Agreement, or their designees, for joint resolution. If the Parties remain unable to resolve the dispute, then the NASA signatory or that person's designee, as applicable, will issue a written decision that will be the final agency decision for the purpose of judicial review. Nothing in this Article XVIII, "Dispute Resolution" limits or prevents either Party from pursuing any other right or remedy available by law upon the issuance of the final agency decision.

XVIII. SAFETY

- A. SPFL shall comply with Kennedy NASA Procedural Requirements (KNPR) 8715.3-3, KSC Safety Procedural Requirements for SPFL Organization's Operating in Exclusive-Use Facilities, with the tailored version of KNPR 8715.3-3 Chapter 7 replacing Chapter 7 of the KNPR. It is SPFL's responsibility to assess all its Related Entities and Site Occupants for compliance to KNPR 8715.3-3.
- B. SPFL shall comply with the tailored version of KNPR 8715.3 3, Chapter 7 Mishaps and Close Calls as follows:
 - 1. KSC-Reportable Mishaps are unplanned events arising from the acts or omissions of a SPFL or its employees, agents, Related Entities, SLF Site Occupants, or invited guests 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 the SPFL or its agents, Related Entities, SLF Site Occupants, or invited guests.
 - Damage to property outside the SPFL's defined area.
 - High visibility or high public interest event, including events that could bring OSHA or media attention to NASA.
 - a. SPFL shall report all KSC-Reportable Mishaps to NASA KSC, within a reasonable time upon the event being known (after appropriate emergency/medical response is notified and prior to the notification of OSHA) by telephoning the NASA KSC Center Safety Office at 321-867-7233 (321-867-SAFE) and by notifying the appropriate NASA POC(s) as identified in the Agreement.
 - b. SPFL will support the safety culture at KSC, and report any unsafe activity, condition, event, or source of danger that they observe at KSC to the NASA KSC Center Safety Office.

- c. If SPFL conducts an independent mishap investigation, the SPFL shall provide a copy of the final mishap report to the appropriate NASA KSC POC(s) as identified in the Agreement.
- 3. For KSC-Reportable Mishaps that involve at least one of the following:
 - Death, injury or illness of a NASA employee/NASA Related Entity employee.
 - Damage to NASA real or personal property inside the SPFL's defined area that has not been "loaned/permitted" to the SPFL.
 - Damage to property outside the SPFL's defined area and within KSC property.
 - a. NASA KSC S&MA reserves the right to investigate (which may include an interim investigation response, data and artifact impoundment, and control of the scene) in accordance with Center policies and procedures. SPFL shall cooperate in any such investigation.
 - b. SPFL shall report any close call ("near miss") to the appropriate NASA KSC POC(s) as identified in the Agreement and the NASA KSC Center Safety Office.
- C. SPFL will follow a tailored version of NPR 8715.5, Range Flight Safety Program Requirements. The tailoring process will be where SPFL and NASA KSC S&MA review and jointly document applicable requirements and responsibilities for SLF operations based on the terms below:
 - 1. All FAA Licensed Commercial Launch Operations will be conducted in accordance with KCA-4394 MOU between 45th Space Wing and NASA KSC on Enabling Range Flight Safety Services for FAA Licensed Launch Operations from KSC.
 - 2. SPFL will be responsible for ensuring risk analysis is performed for all flight activities occurring at the SLF (excluding conventional piloted aircraft). SPFL shall provide the risk analysis and NASA facility impact probabilities to NASA KSC for Class C and D activities as defined in Exhibit H.
 - 3. NASA KSC will be responsible for reviewing and verifying all provided data, and verifying all risk to NASA personnel and property is acceptable. NASA KSC will provide the results of their analysis to SPFL. Flight activities will not occur for Class C and D activity, as defined in Exhibit H), until NASA KSC has deemed the risk to NASA personnel and property is acceptable.

XIX. MODIFICATIONS

Any modification to this Agreement shall be executed, in writing, and signed by an authorized representative of NASA and SPFL. The exhibits to this Agreement may be added to, updated or removed after written approval by both NASA KSC and SPFL's respective Business POCs identified in this Agreement.

XX. ASSIGNMENT

Neither this Agreement nor any interest arising under it will be assigned by SPFL or NASA without the express written consent of the official executing, or successors, or higher-level official possessing original or delegated authority to execute this Agreement.

XXI. PARTNER OCCUPANTS

- A. SPFL agrees that NASA has a Government mission safety, security, and property ownership interest in the SLF Site Occupants that SPFL allows, pursuant to its rights under this Agreement, to develop, construct, and occupy sites at the SLF and engage in any of the permitted activities identified above. To address this interest and provide a mechanism for NASA to have prior knowledge and participation in the due diligence and selection of prospective SLF Site Occupants, SPFL will use the following process to engage NASA KSC Center Management (and prior to submitting, if applicable, the associated Commercial Aerospace 1509 Template (hereinafter "1509 Template")) for anticipated capital improvements:
 - 1. SPFL shall follow its internal due diligence process, as required in Florida Statutes 331.310, for evaluating and reviewing any prospective SLF Site Occupants for financial responsibility and business case viability; technical and management capabilities to execute program or project; background investigation of past experience and performance; and other relevant factors to support a SPFL decision on entering into a contractual relationship with the prospect.
 - 2. As an element of its due diligence process with respect to prospective SLF Site Occupants, SPFL will seek and incorporate NASA's knowledge, experience, and any reservations or concerns regarding an SLF Site Occupant prospect and/or the specific activities proposed to be carried out by that prospect. NASA's reservations or concerns will be based on the following considerations:
 - a. Whether the prospective SLF Site Occupant's business or other activities is consistent with NASA's mission;
 - b. Whether the prospective SLF Site Occupant have the relevant experience to use the SLF for any such Commercial Space Activities in a safe manner;
 - c. Whether the prospective SLF Site Occupant comprises a security risk to the United States;
 - d. Whether the prospective SLF Site Occupant listed on the General Service Administration's List of Parties Excluded from Federal Procurement and Non-procurement Programs; and
 - e. Whether the prospective SLF Site Occupant poses an undue risk to NASA personnel or property.

- SPFL will respond to any such input, and if none, will still advise NASA of the summary results of its due diligence process prior to executing any SLF Site Occupant agreement and submitting, if applicable, the associated 1509 Template for capital improvements.
- 3. To ensure NASA situational awareness of anticipated SLF Site Occupant prospects, timely SPFL awareness of any relevant NASA information that should be factored into the SPFL due diligence process, and provide for the earliest opportunity for NASA to comment on SPFL plans and opportunities for SLF Site Occupants, the parties agree to regular senior-level, confidential information exchanges to discuss potential or pending opportunities and operations. These meetings shall be scheduled to occur no less than bi-monthly, with participation limited to the senior leadership, nominally the NASA KSC Director and/or Deputy Director, and the Space Florida President and CEO and/or the Space Florida COO.
- B. The above described process and procedure notwithstanding, SPFL shall not enter into any SLF Site Occupant agreement with an entity which is known or discovered to be (1) owned, controlled, or otherwise associated with any entity recognized as a security threat to the United States; (2) any entity listed on the General Service Administration's List of Parties Excluded from Federal Procurement and Non-procurement Programs.
- C. SPFL shall ensure that all appropriate and applicable environmental, liability, and insurance and other provisions are included in any SLF Site Occupant agreements, as well as any agreements with any of its Related Entities, taking into account the activity contemplated by the parties in each agreement.

XXII. APPLICABLE LAW

U.S. Federal law governs this Agreement for all purposes, including, but not limited to, determining the validity of the Agreement, the meaning of its provisions, and the rights, obligations and remedies of the Parties.

XXIII. INDEPENDENT RELATIONSHIP

This Agreement is not intended to constitute, create, give effect to or otherwise recognize a joint venture, partnership, or formal business organization, or agency agreement of any kind, and the rights and obligations of the Parties shall be only those expressly set forth herein.

XXIV. RIGHTS OF COMMERCE AT THE SLF AND PAYMENT OF APPLICABLE TAXES

A. Pursuant to the purposes of this Agreement, SPFL shall have the exclusive right to conduct, or allow others to conduct on such terms as it may negotiate, all revenue-generating activities associated with or related to the uses permitted by this Agreement. These revenue-generating activities (collectively the "Rights of Commerce") include but are not

necessarily limited to the commerce resulting from the offering and performance of the following services:

- 1. Permitting of SLF sites and facilities
- 2. Construction of improvements upon sites to meet SLF Site Occupant requirements;
- 3. Provision of fuel and propellant commodities;
- 4. Provision of concession services for employees, Site Occupants and visitors
- 5. Charging and collecting landing and/or range user fees;
- 6. Charging parking fees, and user/Occupant fees for utilities and support services;
- 7. Provision of any other services normal and customary to airport or spaceport operations.
- B. SPFL shall have the right to re-designate the SLF as it deems necessary and appropriate to the purposes of this Agreement, and to brand as a SPFL trademark or service mark the facility as an operating component of the Cape Canaveral Spaceport. SPFL shall have the right to develop, produce, and control all marketing and collateral materials offering facilities and services, or describing the capabilities of, the SLF.
- C. Notwithstanding SPFL's tax-immune status as a political subdivision of the State of Florida, SPFL shall pay, or require and obligate the appropriate Related Entities and SLF Site Occupants to pay, to the applicable taxing authority upon written demand and prior to delinquency, all taxes, assessments, excises, levies, fees, and charges, including all payments related to the cost of providing facilities or services, of every kind and description, general or special, ordinary or extraordinary, foreseen or unforeseen, secured or unsecured, whether or not now customary or within the contemplation of NASA and SPFL (collectively "Taxes"), that are levied, assessed, charged, confirmed, or imposed by any public or Government authority upon or against, or measured by, or reasonably attributable to, the SLF or any part thereof or any Improvements constructed thereon. SPFL may contest the legal validity or amount of any Taxes for which it is responsible under this Agreement and may institute such proceedings as it considers necessary to recover or reduce its Taxes, provided that SPFL shall bear all expenses in pursuing such contest or proceeding. If a determination is made that local ad valorem taxes are assessable for Improvements constructed upon the SLF, NASA KSC will cooperate with SPFL to minimize any resulting duplication of services or fees.
- D. Notwithstanding the requirements of section C above, SPFL may pursuant to its statutory authorities establish fees, charges, assessments, and other forms of payment related to its cost of providing facilities or services for all users of the SLF, as applied in terms and conditions of SLF Occupant and user agreements entered into by and between SPFL and individual user organizations.

XXV. Property - General

- A. NASA retains accountability for, and title to, the SLF. Any personal property and Improvements by SPFL shall be deemed the property of SPFL, title to which shall remain with SPFL. Any personal property and Improvements by a SLF Site Occupant pursuant to an agreement entered into between SPFL and the SLF Site Occupant shall be deemed the property of the SLF Site Occupant, title to which shall remain with the SLF Site Occupant. NASA hereby acknowledges and agrees that SPFL may grant to a lender or the provider of such property installed on the SLF, a security interest in the personal property and Improvements owned by SPFL or an SPFL Site Occupant as long as such security interest does not create any lien or encumbrance of any kind whatsoever upon the SLF or any other property, real or personal, of NASA.
- B. Except for those facilities proposed by SPFL and approved by NASA KSC for demolition in accordance with Article XXVI, SPFL shall be responsible for the Operations and Maintenance (O&M) of the SLF identified in Exhibit A, section A.2 (A), to industry standards for the entire Term. SPFL shall at all times during the Term and at SPFL's sole cost and expense, operate, maintain, repair and bring up to operating condition all facilities that SPFL is using for its operations, and maintain other "unused" facilities transferred to SPFL's responsibility pursuant to this Agreement in a safe, while also ensuring the safety of any personnel working in proximity to those unused facilities. SPFL shall have no responsibility for the operation, maintenance, repair, or for ensuring the safe condition of, any of the NASA KSC Operated and Maintained facilities (Exhibit A, section A.2 (B)) whether in active use or "unused" or for the facilities identified as NASA Mothballed/Abandoned. SPFL is also financially responsible for all consumables and materials required for the O&M of the SLF. SPFL shall ensure that the SLF retains its functionality for the enumerated Commercial Space Activities identified in this Agreement, for its entire Term.
- C. Except for any lien or encumbrance that may attach to the personal property and Improvements owned by SPFL and installed at the SLF pursuant to this Agreement, SPFL shall keep the SLF free from mechanics', materialmen's, and all other liens arising out of any work performed, labor supplied, materials furnished, or other obligations incurred by SPFL. SPFL shall promptly and fully pay and discharge all claims on which any such lien could be based. SPFL shall have the right to contest the amount or validity of any such lien, provided SPFL gives prior written notice of such contest to NASA KSC, prosecutes such contest by appropriate proceedings in good faith and with diligence, and upon request by NASA KSC, furnishes such bond as may be required by law or such security as NASA KSC may require to protect the SLF from such lien. NASA shall have the right to post and keep posted on the SLF any notices that may be provided by law or which NASA may deem to be proper for the protection of NASA and the SLF from such liens and to take any other action NASA deems necessary to remove or discharge liens or encumbrances at the expense of SPFL.
- D. SPFL is responsible for its own telephone (including coordinating the correct routing of 911 calls) and networking requirements within the SLF demarcation points with the

- exception of elevator phones. No connection will be granted to NASA KSC network services.
- E. Due to common connectivity between the SLF and LC-39 Area, and other interdependencies beyond the SLF demarcation points, NASA KSC will be responsible for a portion of the operations and maintenance of certain facility sub-systems contained within the SLF demarcation points (Exhibit C). The demarcation points are where NASA KSC operations and maintenance responsibilities end and SPFL operations and maintenance responsibilities begin.
- F. SPFL shall participate in the annual NASA Deferred Maintenance Assessment performed by NASA KSC. This will consist of a site visit by NASA KSC personnel and dialogue with the SPFL Technical POC to discuss maintenance requirements.
- G. SPFL shall be responsible to operate and maintain any FAA required aircraft avoidance lighting within the SLF.
- H. In addition to maintaining a current Federal Communications Commission station license, SPFL and Occupants shall obtain a NASA KSC Radio Frequency (RF) Authorization for all radio frequency transmitters. NASA KSC will seek to provide this authorization within two (2) weeks after receipt of all required data.
- I. To ensure compatibility with the NASA KSC RF environment, the SPFL and SLF Site Occupants shall obtain an RF Transmitter Permit from the NASA KSC Electromagnetic Environmental Effects Working Group prior to operation of any RF transmitters. NASA KSC will seek to provide this authorization within two (2) weeks after receipt of all required data.
- J. Use of ionizing or nonionizing radiation sources on NASA KSC shall be in compliance with KNPR 1860.1 and KNPR 1860.2 and coordinated with Industrial Health through the NASA KSC Technical POC.
- K. Any NASA KSC operated and maintained real property (identified in Exhibit A.) lost, damaged or destroyed by SPFL incident to SPFL's use and occupation of the SLF shall be promptly repaired or replaced by SPFL to the condition it was prior to said loss, damage, unauthorized modification, or destruction, as reasonably determined by NASA KSC. If SPFL shall fail or refuse to repair or replace property that is lost, damaged, modified without authorization, or destroyed by SPFL incident to SPFL's use and occupation of the SLF, SPFL shall, if so required by NASA KSC, reimburse to NASA money in an amount sufficient to compensate for the loss sustained by NASA by reason of the loss, damage, unauthorized modification, or destruction of any portion of the SLF. SPFL shall not be responsible for repair of damage to NASA KSC Maintained Real Property as defined in Exhibit A.2B that is lost, damaged, destroyed, or modified without authorization incident to NASA's own use, the use by any party authorized directly by NASA to use or occupy the NASA Maintained Real Property; or incident to the use of the SLF by NASA aircraft, spacecraft, or test vehicles; or incident to a natural event, act of war, or as the result of a government-directed activity outside of SPFL's control (e.g., USFWS prescribed burns in the SLF area).

XXVI. DESIGN, CONSTRUCTION, AND OWNERSHIP OF FACILITY <u>IMPROVEMENTS</u>

- A. Facilities Design and Construction. SPFL shall require the design and construction of all facilities to be in compliance with all applicable local, state, and Federal laws and regulations, including Chapter 373, Florida Statutes; and in conformance to the latest edition of the Florida Building Code and other design and construction standards adopted by the State, and in effect prior to the start of design. SPFL shall provide to NASA-KSC all facility and facility value data as may be required for NASA KSC to comply with NASA project approval and real property reporting purposes. SPFL shall maintain all specifications and design drawings, and a complete set of as-built drawings for each facility Improvement completed, and shall provide access to such documentation or copies if requested by NASA KSC for its retention and property records.
- B. Project Approval. Prior to commencing the design and construction of an Improvement upon the SLF, or to existing SLF facilities and infrastructure, SPFL must first submit and obtain NASA KSC's written concurrence to proceed with the planned Improvement by submitting a completed 1509 Template describing any improvement equal to or greater than \$100,000 (Exhibit F). This template is used by NASA KSC to complete the "Facility Project Brief Project Document" (NASA Form 1509), and "Facility Project Cost Estimate" (NASA Form 1510).
- Project Coordination. SPFL shall coordinate with NASA KSC in the early planning phase C. of any proposed facility Improvements that may require an increase in current capacity or configuration change to any utility service (e.g., electrical, water/wastewater, natural gas) to the assigned facilities, and shall establish a design and construction coordination process to notify NASA KSC of significant changes during design and construction that affect configuration or safety of upstream utility services (unless SPFL opts to obtain utilities from a commercial or non-government source). NASA KSC will serve as the utility services provider for SPFL and will perform any utility modifications on the NASA KSC side of the negotiated interface points (e.g., expansion, safing, and re-configuration) on a cost reimbursable basis consistent with the terms of Article V, "Financial Obligations." Demarcation (isolation) points and/or interface points for affected utilities are captured in Exhibit C to this Agreement. SPFL shall follow NASA policies and procedures when implementing any facility Improvements projects including, but not limited to, outage coordination, switching limitation policy, hot work permits, excavation permit and utility locate procedures, trailer/equipment tie-down requirements and movement of oversize loads.
- D. SPFL Design Review and Approval/Construction Inspection. SPFL will be responsible for the preparation and publication of an SLF Design Standards and Utility Interface Requirements Handbook to ensure the consistent and compatible design of all future SLF improvements regardless of owner/builder. SPFL will provide NASA KSC with an opportunity to review and comment on the Handbook prior to its finalization. The

standards shall include architectural standards, building identification and labelling standards, signage standards, sustainability standards, and standards for utility interfaces. SPFL will be responsible for obtaining independent design review for compliance with the adopted standards and Florida Building Code, and for independent construction inspection for conformity with applicable standards and codes. SPFL will provide NASA KSC with copies of all inspection reports, as well as the disposition of any comments on those reports. The SLF design standards shall include the following NASA standards or equivalent:

- NASA-STD-8719.11, Safety Standard for Fire Protection, as it relates to fire sprinkler and
 fire alarm systems and associated occupancy and hazard classifications. This standard also
 serves as a simple NASA-specific reference to those Building Code and NFPA
 requirements that are applicable at KSC, or to cover situations where there are no
 applicable codes.
- 2. KSC-STD-E-0012, Facility Grounding and Lightning Protection, latest edition if facility presents an explosive hazard to NASA KSC facilities or personnel, or can impact NASA KSC mission related operations.
- 3. To meet the intent of NASA sustainability standards and design requirements intended to conserve energy, water, and other renewable and non-renewable resources, SPFL will incorporate into the SLF design standards State-adopted sustainability standards based on one of the ratings systems State agencies are required to use one of the sustainable rating systems approved in section 255.253, Florida Statutes as determined to be most applicable to the Improvements contemplated for the SLF. The selected, applicable standard will be identified in the submitted 1509 Template.
 - Once finalized, the Parties will incorporate the Handbook as an exhibit to this Agreement.
- E. NASA Design Review and Approval/Construction Inspection. Except as otherwise provided with respect to permanent improvements to NASA's real property, NASA KSC's design review and approval, and inspection of construction, shall be required only for the determination of fire protection requirements code compliance of SLF site infrastructure and building construction as necessary to support a certification of occupancy by the AHJ. At NASA's sole discretion, the Authority Having Jurisdiction (AHJ) may use NASA Related Entities to perform design review for code compliance and inspect construction to support the issuance by the AHJ of a certification of occupancy. Design documents shall be provided for AHJ review and comment at up to three design review intervals in order for any NASA KSC concerns to be identified in a timely manner.

In addition, any permanent improvements which must be made to NASA's real property as defined in this Article (i.e., Improvements that will not be removed pursuant to the terms of this Agreement) will require NASA KSC review and approval of final design drawings and specifications to be utilized for facility construction and modification._For all Improvements, SPFL shall provide as-built documentation to NASA KSC that reflects and incorporates all changes during construction. Utility service interfaces shall be identified. Once systems are placed into operation, SPFL shall provide appropriate configuration control to ensure as-built documentation is maintained current throughout the life of the

Agreement. SPFL shall coordinate with the NASA KSC AHJ for approval of Certificate of Occupancy or its equivalent, and shall not occupy, utilize or operate facilities impacted by the construction without said approval.

A listing of the facility systems located at the SLF is provided in Exhibit A. On an annual basis, SPFL shall updated this list and provide the update to the NASA KSC Business POC. SPFL shall develop and maintain a configuration management system to ensure facility systems configuration changes are recorded and tracked over the life of this Agreement.

F. Removal of Real Property. The NASA KSC Real Property Accountable Officer (RPAO) will provide to the SPFL an inventory of all NASA facilities and collateral equipment at the SLF, and will conduct a tri-annual real property inventory inspection of said facilities and collateral equipment to ensure that it is being properly used and accounted for throughout the Term. SPFL shall protect and maintain the all property at the SLF assigned to SPFL. SPFL agrees to submit to the NASA KSC RPAO, through the NASA KSC Business POC any real property collateral equipment tags and/or redlined listings of all equipment that is to be removed as the result of any Improvements made at the SLF. The RPAO will prepare the necessary paperwork (e.g., NASA Form 1046, Transfer and/or Notification of Acceptance of Accountability of Real Property) to properly dispose of the collateral equipment and to remove it from NASA KSC's real property inventory, and will make the required notifications to NASA Headquarters and the General Services Administration regarding any facilities to be demolished, consistent with the terms of the Agreement.

Except as otherwise agreed to in advance by NASA as stipulated below, any removed collateral equipment or recyclable salvaged or scrap materials shall be disposed of through the NASA KSC property disposal process, as directed by NASA KSC and in accordance with the Code of Federal Regulations, Federal Acquisition Regulations, the Export Control Act, and NASA KSC environmental requirements. SPFL shall make arrangements with the NASA KSC Property Disposal Officer, through the NASA KSC Business POC for delivery of those materials or collateral equipment.

Upon advance approval by NASA KSC, it may be possible for the recycled value of such salvageable collateral equipment or scrap materials to be used to help offset the cost of demolition, but in no case will SPFL be permitted to recover scrap or salvage value in excess of actual demolition or removal costs. This salvage offset, which would require a transfer of title to Government property, is only authorized under a federal contract (*i.e.*, Federal Acquisition Regulation [FAR] procurement) for demolition services. Therefore, any such agreement would be in compliance with the FAR and all other Applicable Laws and regulations, and accomplished via a separate contract between NASA and SPFL for demolition of specified real property assets. This contract must be executed before the associated facility Improvements project is approved by NASA KSC.

If SPFL desires to pursue a contract for demolition, SPFL shall indicate on the 1509 Template whether the estimated cost of any planned demolition or removal work includes offsetting scrap or salvage value for any SPFL assigned facilities, facility systems, or collateral equipment; and shall separately document the total estimated net cost of the

demolition or removal activity, along with the specific property and associated scrap value used to offset that cost. Finally, the actual demolition costs and associated salvage offset values shall be reported to NASA KSC upon completion of the applicable demolition activity.

Upon final approval and signature, each completed 1509 Template that results from projects under this Agreement will be incorporated into Exhibit F.

- G. Meters. SPFL agrees to install revenue grade meters for utilities (*e.g.*, power and water) as well as meters for commodities (*e.g.*, GN2 and GHe) on any new facilities and existing facilities requiring meters. SPFL shall obtain NASA KSC's approval of the design for any such meter install. NASA KSC will inspect the installation as well as perform periodic inspections to validate that the meter is reading properly.
- H. Any NASA real property (See Exhibit A) that will no longer be of use to the SPFL, shall be deemed "Inactive" and placed in a mothballed, abandoned, or stand-by status. SPFL will take the necessary actions to place the facilities in the inactive state. SPFL shall continue to be responsible for keeping the assets safe until returned to NASA KSC. If SPFL elects to abandon, mothball or place in stand-by a NASA-owned facility at the SLF (referenced in Exhibit A.2.A), SPFL agrees to submit a change in facility status to the NASA KSC RPAO, through the NASA KSC Technical POC. Additionally, SPFL agrees to submit a change in facility status for any asset SPFL plans to reactivate from a mothballed, abandoned, or stand-by status and is responsible for this reactivation.

XXVII. VACATION OF PROPERTY

- A. On or before the expiration of this Agreement, SPFL shall:
 - 1. Remove from the SLF all personal property and Improvements made by SPFL or by SLF Site Occupants;
 - 2. Surrender to NASA KSC the SLF as existing at the signature date of this Agreement, free and clear of all liens, encumbrances or exceptions to title; and
 - 3. Vacate the SLF.
- B. All alterations, additions, fixtures and improvements, whether temporary or permanent in character, made in or to the SLF by SPFL or SLF Site Occupants shall be removed by SPFL within ninety (90) calendar days, or such longer time as NASA KSC may approve, of the expiration or earlier termination of this Agreement, and SPFL shall return the SLF to its original condition except for any property which has been removed by NASA KSC or with the approval of NASA KSC. SPFL shall, at SPFL's expense, remove all real and personal property from the SLF and repair all damage caused by any such removal, reasonable wear and tear excepted. If SPFL abandons the SLF, or is dispossessed by process of law or otherwise, all Improvements made by SPFL and left at the SLF, and all personal property belonging to SPFL and left at the SLF, shall be deemed to be abandoned. NASA, in its sole discretion, will determine its subsequent disposition.

XXVIII. ACCESS AND INSPECTION

- A. NASA KSC may enter the SLF for the purposes of inspections and planned demolition. NASA KSC will determine the number of personnel required for entry with due consideration of SPFL's use. In exercising this right of access, NASA KSC will normally enter the SLF during regular business hours and will normally give SPFL at least forty-eight (48) hours prior notice of its intention to do so, unless NASA KSC determines less than forty-eight (48) hours prior notice is required to respond to safety, environmental, operations, or security concerns. In exercising the right of access provided herein, NASA KSC, its employees and Related Entities, shall comply with all Applicable Laws and the health, safety, environmental, and security plans and procedures of SPFL required by the specific requirements of applicable statutes, regulations or Government contracts. Nothing in this Article shall be construed to limit or impair the statutory authorities of the Government to enter and inspect the SLF. SPFL, its Related Entities, and any SLF Site Occupants, shall have no claim on account of such entries against NASA, the Government, or any officer, agent, employee, or Related Entity thereof.
- B. SPFL understands and accepts that its operations at the SLF may, from time to time, be hampered by temporary restrictions on access, such as identity checks and auto searches by NASA KSC or other Government programs that require special security considerations. SPFL agrees that the Government shall not be responsible or liable under this Agreement for any lost time or costs incurred by SPFL due to any disruption of its activities at the SLF, regardless of the frequency or duration of any such interruptions, including disruptions of commercial activities, or any delays in entry, temporary loss of access, barring of individual employees from KSC under federal laws authorizing such actions, limitation or withdrawal of any employee's on-Center driving privileges, or any other security action that may cause employees to be late or unavailable at their work stations, or delay arrival of parts and supplies. SPFL hereby expressly waives any claims or suits against the Government under this Agreement caused by or arising from conducting Government operations or other commercial operations and any such security actions.

XXIX. PROTECTIVE SERVICES - FIRE, EMERGENCY MANAGEMENT, AND SECURITY AND LAW ENFORCEMENT

- A. The NASA KSC Protective Services Office (PSO) is the Government office responsible for fire protection, emergency management and security. The PSO oversees the NASA KSC Protective Services Contract. Security and fire personnel conduct operations in both uniformed and plain clothes. This section encompasses those baseline services (*i.e.*, Security patrol, electronic access control monitoring, emergency fire, and medical, security and law enforcement response) that will be provided to SPFL on a reimbursable basis as defined in Article V, Financial Obligations and Exhibit E, under this Agreement.
 - 1. NASA KSC will provide twenty-four (24) hours per day, seven (7) days per week

emergency response, structural and aircraft firefighting, emergency management responses to the SLF. The NASA KSC PSO will provide 911 call services, fire rescue, security, and emergency medical and hazardous response to the SLF. SPFL will designate a Protective Services Liaison (PSL) to the NASA KSC PSO.

- 2. SPFL will either utilize the PSO locksmith services to acquire locks, core hardware, keys, or provide an external lock box accessible by the Fire Department with an internal master key consistent with specification in paragraph 1.6 below.
- 3. SPFL will provide immediate access to the SLF by properly identified PSO personnel when necessary in the performance of their official duties.
- 4. SPFL personnel, SPFL's Related Entities, and SLF Site Occupants, authorized to occupy and use NASA KSC property shall comply with NASA regulations, and all other laws, policies and guidelines that pertain to security, fire, and emergency management.
- 5. The NASA KSC PSO requires reasonable access to exterior doors and critical entry areas such as rooms containing alarm panels, electrical panels, fire panels, or mechanical rooms with exterior only access for purposes of emergency response and fire inspections.
- 6. If SPFL desires to use electronic access control, security, and fire alarms, SPFL may utilize the current NASA KSC Center-wide reporting system only if SPFL contracts maintenance of the alarm systems to the NASA KSC O&M provider on a reimbursable basis. These systems will be monitored at the KSC Protective Services Communication Center (PSCC) and will dispatch appropriate response. SPFL's PSL will be notified by the PSCC of alarms in their facilities.

If SPFL contracts maintenance of the alarm systems to a non-NASA KSC O&M provider, the alarm panels shall be removed from the KSC Emergency Response system and shall be monitored twenty-four (24) hours per day, seven (7) days per week by an approved monitoring service at SPFL's cost. The core of the alarm panels will be changed by NASA KSC Locksmith to accommodate the NASA KSC O&M provider on a reimbursable basis. A National Electrical Manufacturing Association (NEMA) 4 compliant enclosure with minimum dimensions of 10"x10"x6" will be coordinated with NASA KSC AHJ and installed for NASA KSC PSO access. The NEMA 4 box shall be provided and installed by SPFL.

7. The NASA KSC PSO may take whatever action necessary to protect life and property and will not be liable for any damage that occurs as a result of these efforts.

B. Fire Protection

1. The AHJ as defined in National Fire Protection Association (NFPA), Florida Building Code, American Society of Mechanical Engineers (ASME), American National Standards Institute (ANSI), Safety Standard for Fire Protection (NASA-STD-8719.11), and all applicable fire and life safety documents is the NASA KSC AHJ. SPFL will provide immediate access to the NASA KSC AHJ and designated personnel for compliance inspections. If at any time a matter of compliance is brought to the attention of the NASA KSC AHJ, a determination will be made by the NASA KSC AHJ as to its resolution. This

may include, but is not limited to, a written warning, cessation of operations, or recommendation for termination of this Agreement per Article XIV, "Right to Terminate, Events of Default, and Remedies".

- 2. The fire and life safety systems for each facility shall be installed and maintained in accordance with the provisions of Safety Standard for Fire Protection (NASA-STD-8719.11), latest revision. Any facility modifications, upgrades, system replacements, or combination thereof shall meet these same provisions. Fire and life safety system outages and impairments shall be brought to the attention of the NASA KSC AHJ.
- 3. Prior to signing of this Agreement, the NASA KSC AHJ will provide SPFL with a current Code Compliance Report for the SLF identifying any systems which do not currently meet code requirements, and the existing abatement program that has been established by NASA KSC for those systems that do not. Following execution of this Agreement, SPFL will provide an annual Code Compliance Report for the SLF to the NASA KSC AHJ identifying systems that meet code requirements and an abatement program for those systems that do not.
- 4. Any SPFL facility requiring the use of fire services exceeding the baseline (in-district) services (*e.g.*, dedicated in station fire support) as determined by NASA KSC PSO will be provided on a reimbursable basis to SPFL.

C. Emergency Management

The NASA KSC PSO emergency management office provides twenty-four (24) hours per day, seven (7) days per week support when required by the NASA KSC Emergency Management Officer (NEMO). SPFL shall comply with instructions provided by Protective Services personnel during emergency situations. Emergency situations include, but are not limited to, facility or Center evacuations, aircraft crashes, hurricane preparations, hazardous substance releases, security threats, and fire alarms. SPFL shall coordinate with the NASA KSC NEMO in development of an Emergency Management Plan (EMP) and shall participate in emergency planning, training, response, and recovery. The EMP shall include a facility evacuation procedure in accordance with NASA KSC's Comprehensive Emergency Management Plan (KNPR 9715.2). The PSL will insure that SPFL personnel are familiar with all applicable emergency procedures.

D. Security

1. The NASA KSC PSO security forces will provide twenty-four (24) hours per day, seven (7) days per week routine patrols and response to security emergencies and traffic incidents. Escorts of hazardous, wide, and/or heavy loads coordinated through the KSC Institutional Services Contract (ISC) Duty Office will be provided to SPFL on a reimbursable basis.

SPFL may hire non-NASA KSC unarmed security personnel inside the SFL Property at their discretion. Any SPFL facility requiring the use of an armed officer must utilize the NASA KSC PSO. Requests that exceed baseline service levels as determined by KSC PSO will be provided to SPFL on a reimbursable basis.

SPFL shall comply with NASA regulations that prohibit weapons or dangerous materials from being carried, transported, introduced, or stored or used without specific authorization by the NASA KSC Chief of Security. SPFL and guest personnel are also subject to inspection when inside the secure perimeter gates of KSC in accordance with 14 CFR, 1204.1003.

- 2. SPFL on-site management or PSL will, without delay, report all acts of workplace violence to the PSO; this includes any employee who exhibits behaviors of concern. SPFL will immediately notify the NASA KSC PSO when an employee is terminated for any issue relating to workplace violence. The NASA KSC PSO will support upon request any assistance with any terminations to include escorting employees from the Center. SPFL personnel are encouraged to participate in various NASA KSC PSO security related training and seminars that are offered to NASA KSC and Related Entity employees (*e.g.*, prevention of workplace violence and loss prevention).
- 3. SPFL will comply with the requirements of Homeland Security Presidential Directive (HSPD) 12 and NASA KSC administrative procedures for access to KSC. SPFL will participate in the current NASA Identity and Access Management system, badging process, and automated access control. SPFL will reimburse NASA KSC a processing fee, per employee, for each employee requiring access for more than one hundred seventy-nine (179) days. This allows SPFL personnel and Occupants to access KSC and the SLF through all KSC gates. Badging will be available for permanent personnel, as well as subcontractors, construction crews, flight crews, and visitors.

XXX. ENVIRONMENTAL CONDITION, MANAGEMENT, AND COMPLIANCE

Definitions. As used in this Agreement, "Hazardous Material" shall mean any substance Α. that is (a) defined under any Environmental Law (as defined below) as a hazardous substance, hazardous waste, hazardous material, pollutant, or contaminant; (b) a petroleum hydrocarbon, including crude oil or any fraction or mixture thereof; (c) hazardous, toxic, corrosive, flammable, explosive, infectious, radioactive, carcinogenic, or a reproductive toxicant; or (d) otherwise regulated pursuant to any Environmental Law. As used in this Agreement, "Environmental Law" shall mean all Federal, State, and local laws, statutes, ordinances, regulations, rules, judicial and administrative orders and decrees, permits, licenses, approvals, authorizations, and similar requirements of all Federal, State, and local governmental agencies (including NASA) or other governmental authorities pertaining to the protection of human health and safety or the environment, now existing or later adopted during the Term. As used in this Agreement, "Agreement Activities" shall mean the activities of SPFL that are part of the ordinary course of SPFL's business in accordance with the Permitted Uses. As used in this Agreement, "Materials" shall mean the materials handled, used, or stored by SPFL in the ordinary course of conducting Agreement As used in this Agreement, "Permit Applications" shall mean permit activities.

- application forms and supporting documentation, Notice of Intent forms and supporting documentation, registration forms, license forms, or other regulatory approval requests.
- B. Environmental Baseline Survey (EBS). NASA KSC will, at its own expense, prepare an Initial EBS for the SLF to be acknowledged and signed by representatives of NASA KSC and SPFL. The parties acknowledge that the EBS, dated February 28, 2014, has been provided to SPFL in advance of the signing of this Agreement. The EBS shall set forth those environmental conditions and matters affecting the SLF known as of the execution date of this Agreement as determined from records of the SLF and the analysis reflected therein. SPFL shall not be responsible to remedy any environmental conditions and matters affecting the SLF that are documented in the EBS. If the EBS identifies potential soil or ground water contamination requiring further investigation, NASA KSC will perform such If, after the agreement is signed, SPFL identifies potential soil or groundwater contamination not identified in the EBS and not attributable to SPFL's operations, NASA KSC will perform further investigation and provide those reports to SPFL. NASA KSC will coordinate all sampling and remediation efforts with SPFL prior to commencing the activity. Upon vacating the SLF in accordance with this Agreement, SPFL shall prepare, at its own expense, and submit to NASA KSC an updated EBS, to be acknowledged and signed by representatives of NASA KSC and SPFL. The EBS update shall set forth those environmental conditions and matters affecting the SLF known at the time SPFL vacates the SLF, and be based upon all known activities that have occurred at the SLF as well as information contained in records relating to the SLF and the analysis reflected therein. NASA KSC may require sampling of soil and/or surface and ground water to verify environmental conditions. SPFL shall not be obligated to remedy any environmental conditions and matters affecting the SLF that are not a result of SPFL's Agreement activities at the SLF including activities of SPFL's Site Occupants, clients, assignees, invitees and guests. SPFL shall be liable for and required to remedy any environmental conditions and matters affecting the SLF that are found by NASA KSC to be a result of SPFL's and its Related Entities' Agreement activities at the SLF.
- C. General Compliance. SPFL shall ensure that all operations, activities, equipment, and facilities are in compliance with all Federal, State of Florida, and local environmental laws, statutes, regulations, and ordinances. Unless stated in this Agreement, except for NASA activities/operations at the SLF, SPFL shall be solely responsible for compliance with aforementioned environmental regulatory requirements including environmental permits. If formal enforcement actions are taken against NASA for environmental violations due to SPFL's actions or inactions, SPFL shall reimburse NASA for any fines or penalties assessed.
- D. Existing Environmental Hazards. SPFL accepts the facilities associated with this Agreement in an "as is" environmental condition. SPFL is responsible for mitigating/protecting workers from any environmental hazards and disposing of any disturbed hazardous materials according to environmental laws and regulations. Examples: lead-based paint, asbestos, polychlorinated biphenyl (PCB)-containing paint, PCB-containing electrical equipment, etc.

- E. KSC Environmental Checklists. Prior to commencing operations, SPFL shall complete an initial NASA KSC Environmental Checklist (KSC Form 21-608) for all activities and submit it to the NASA KSC Environmental Management Branch (EMB) for evaluation. SPFL shall also complete NASA KSC Environmental Checklists prior to the initiation of the following actions, projects, activities, or circumstances and submit them to the NASA KSC EMB for evaluation.
 - 1. Construction, demolition, or facility modification projects (major or minor)
 - 2. Excavations, land clearing, or grading
 - 3. Connecting, disconnecting, or modifying the configuration or operation of a NASA owned system, utility, or stormwater management system
 - 4. Changes in operations, activities, facility operator, or Site Occupant SPFL shall comply with all the environmental requirements and direction provided by the NASA KSC EMB in the checklist response.
- F. National Environmental Policy Act (NEPA). SPFL is responsible for funding, implementing, and maintaining any environmental mitigation measures identified in applicable NEPA documentation associated with the Agreement Activities. The current NASA KSC Record of Environmental Consideration (REC) is provided as Exhibit D. Should Agreement activities trigger the need for NEPA documentation during the Term that did not already exist prior to commencement of the Agreement activity, SPFL is responsible to fund those NEPA requirements, and assist NASA KSC throughout the process as necessary.
- G. Historical and Cultural Resources.
 - 1. The SLF has been deemed eligible for listing on the National Registry of Historic Places. Prior to any modifications, repairs, improvements, alterations, the undertaking must be coordinated with the NASA Environmental Management Branch using the NASA KSC Environmental Checklist process, for evaluation to determine if the proposed project will have an adverse effect to the historic properties under the National Historic Preservation Act, implementing regulations (36 CFR Part 800, Protection of Historic Properties), or Programmatic Agreement for Management of Historic Properties at KSC (KCA-4185). If an adverse effect is determined by NASA KSC, NASA KSC will identify its effect of the activity on the historic property and consult with State Historic Preservation Office as appropriate in accordance with the Programmatic Agreement. Any adverse effect determination may take up to three (3) to six (6) months depending on the complexity of the project.
 - 2. SPFL 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. In the event such items are discovered at the SLF, SPFL shall cease its activities at the site, immediately notify said NASA KSC offices, and protect the site and material from further disturbance until said NASA KSC offices give clearance to proceed. Any costs resulting from this delay shall be the responsibility of SPFL.

- H. Waste Management and Disposal. All wastes generated by SPFL shall be properly containerized, stored, labeled, manifested, shipped, and disposed of by SPFL in full regulatory compliance at SPFL's expense. Hazardous wastes generated by SPFL shall be manifested, shipped, and disposed of under SPFL's Environmental Protection Agency hazardous waste generator identification number.
- I. Environmental Permitting.
 - 1. SPFL shall obtain all required environmental permits, licenses, registrations, and approvals for their site activities. SPFL shall prepare all permit applications and pay all permit application fees directly to the regulatory agency. If required by the permit application, the NASA KSC Environmental Assurance Branch (EAB) will sign permit applications as the landowner or utility system owner. SPFL shall submit courtesy copies of all submitted permit applications to the NASA KSC EAB within twenty-one (21) calendar days after submission to the regulatory agency. SPFL shall submit courtesy copies of all permits, licenses, registrations, and approvals to the NASA KSC EAB within twenty-one (21) calendar days after receipt from the regulatory agency. SPFL shall ensure that all operations, activities, equipment, and facilities are in full compliance with all permit conditions.
 - 2. NASA KSC holds a facility-wide Federal Clean Air Act Title V Air Operation Permit issued by the Florida Department of Environmental Protection (FDEP) that governs air emissions from dozens of regulated emission sources and hundreds of insignificant emission sources across NASA KSC. NASA KSC intends for SPFL to be independent regarding air emissions permitting and compliance. SPFL shall contact the NASA KSC EAB prior to:
 - a. The operation, reactivation, or modification of an existing emission source/activity,
 - b. The construction of any new air emission source, or
 - c. The initiation of an activity producing air emissions.
 - SPFL shall participate in meetings with the NASA KSC EAB and the FDEP to discuss applicable air emissions permitting and compliance requirements for SPFL's activities. SPFL may be required to obtain separate air permits for their activities. At this time, there are no regulated emission sources or activities currently listed on the NASA Title V Air Operation Permit at the facilities involved in this agreement. There are insignificant air emissions activities currently listed on the NASA Title V Air Operation Permit at the facilities involved in this agreement.
 - 3. NASA KSC may allow SPFL to modify an existing NASA KSC permit to incorporate SPFL's activity or allow SPFL's activity to be covered under an existing NASA KSC permit. If both NASA KSC and SPFL agree to this arrangement, SPFL shall prepare any required permit application, submit the application to the NASA KSC EAB for processing with the regulatory agency, and pay any application or registration fees directly to the regulatory agency. SPFL shall assist NASA KSC in obtaining the permit by responding to regulatory agency questions, preparing formal responses to regulatory agency Requests for

Additional Information (RAIs), preparing briefings, attending meetings, etc. Once the permit is obtained, SPFL shall ensure that all operations, activities, and facilities are in compliance with all permit conditions which may include conducting inspections, performing sampling/testing, maintaining records, performing facility/infrastructure maintenance or repair, and preparing operating reports. Any regulatory fines or mitigation that result from any activities at the SLF that are assessed under a modified permit are the responsibility of SPFL. SPFL shall prepare all required regulatory reports/data and submit them to the NASA KSC EAB for submission to the regulatory agency. All communication and interface with regulatory agencies regarding activities conducted under a NASA KSC held permit must be coordinated through and performed by the NASA KSC EAB. SPFL shall be responsible for immediately correcting all violations, findings, and deficiencies identified by a regulatory agency or NASA KSC at SPFL's expense. At the termination of this agreement, SPFL shall provide copies of all records required by or used to demonstrate compliance with any permit, license, registration, or approval to the NASA KSC EAB.

- 4. Existing Permits to be Retained by NASA KSC. At this time, there are no existing environmental permits to be retained by NASA KSC associated with a facility involved in this agreement.
- 5. Existing Permits to be Transferred. There are existing environmental permits at the facilities involved in this Agreement to be transferred to SPFL. SPFL shall complete all required applications and assist NASA KSC in transferring these permits. Upon transfer, SPFL will be fully responsible for permit compliance. These permits are:

Stormwater Management Environmental Resource Permits issued by the St. Johns River Water Management District

- Shuttle Landing Facility Permit Number IND-009-16630-4
- Sharkey Road Widening Permit Number 40-009-0832G-ERP

A diagram showing those stormwater permit boundaries is provided in Exhibit B.

- J. Spill Reporting and Cleanup. SPFL shall take measures to prevent the release of hazardous materials at, about, or beneath the SLF. The liability of SPFL under this section of this agreement shall survive the termination of this Agreement with respect to acts or omissions that occur before such termination.
 - 1. Spill Reporting and Notifications. SPFL shall immediately report spills, releases, or emissions of hazardous materials that exceed a Reportable Quantity to:
 - a. NASA KSC emergency responders by calling (321) 867-7911;
 - b. Off-site agencies or authorities (such as the National Response Center, Florida State Watch Office, and Florida Department of Environmental Protection) as required by Federal and State of Florida regulations; and
 - c. NASA KSC EAB by calling (321) 867-9005.

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.

SPFL 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 NASA KSC EAB by calling (321) 867-9005.

Pavement with unsealed cracks or expansion joints can be considered pervious surfaces if hazardous materials can migrate to environmental media below. A spill to impervious surface that is not adequately cleaned up within a reasonable timeframe (not to exceed six (6) hours) or prior to a storm event is considered a spill to pervious surface for purposes of this Article.

Whenever SPFL is required to report a spill or release to NASA KSC, SPFL shall also complete a written NASA KSC Pollution Incident Report (KSC Form 21-555) and submit it to the NASA KSC EAB within three (3) calendar days after the incident or discovery.

2. Spill Cleanup. SPFL shall clean up all spills regardless of media impacted and quantity spilled. SPFL has the discretion to utilize their own spill cleanup capability or to request support (via the emergency operator) from the NASA KSC spill team to clean up the spill. Whenever the NASA KSC spill team responds to a spill, SPFL shall either reimburse NASA for those costs or establish a support agreement directly with the NASA KSC spill team company. SPFL shall be responsible for shipment and disposal of all cleanup waste and contaminated environmental media as described in the Waste Management and Disposal paragraph above.

All spills and releases to pervious surfaces or environmental media (such as grass, soil, groundwater, surface water, sediment, and gravel) shall be cleaned up to State of Florida residential standards unless approved in writing by the NASA KSC EAB. After the cleanup action has been completed, SPFL shall prepare a written cleanup report (which includes a description the corrective actions taken, a map showing the spill location, general dimensions of the affected area using Global Positioning System coordinates, photos of the spill before and after cleanup, and confirmatory sampling results providing evidence of adequate cleanup). For cleanup actions completed during a calendar quarter, SPFL shall deliver cleanup reports to the NASA KSC EAB no later than the end of the following calendar quarter.

Pavement with unsealed cracks or expansion joints can be considered pervious surfaces if hazardous materials can migrate to environmental media below. A spill to impervious surface that is not adequately cleaned up within a reasonable timeframe (not to exceed six (6) hours) or prior to a storm event is considered a spill to pervious surface for purposes of this section.

- K. Spill Prevention, Control, and Countermeasures (SPCC). SPFL shall comply with applicable oil pollution prevention regulations under Title 40 Part 112 of the Code of Federal Regulations. If required, SPFL shall develop, maintain, and implement a SPCC plan for its oil storage activities.
- L. Registered Petroleum Storage Tank Systems. SPFL shall comply with applicable petroleum storage tank system regulations (Florida Administrative Code Chapters 62-761 and 62-762). For new petroleum storage tank systems, SPFL shall register the system with the Florida Department of Environmental Protection and arrange for required installation inspections with the Brevard County Natural Resource Management Office prior to putting the tank system into service. If control and operation of an existing registered petroleum storage tank system is being transferred as a part of the facilities involved in this agreement, SPFL shall transfer the registration from NASA KSC to SPFL and become responsible for maintaining compliance. SPFL shall provide a courtesy copy of all storage tanks registration forms to the NASA KSC EAB.
- M. Onsite Sewage Treatment and Disposal Systems (Septic Systems). There is a known septic system present at the SLF near J5-1197 (SLF Control Tower). The system is currently unpermitted (pre-dated permitting regulations). SPFL shall inherit and operate these systems in accordance with all applicable regulations. SPFL shall obtain and comply with necessary permits for the installation, modification, demolition, reconstruction of new or existing septic systems or if a change in septic system usage requires a permit.
- N. Sanitary Sewer Discharges. Prior to discharging a non-domestic wastewater into sanitary sewer system, SPFL shall obtain a written discharge approval from both the NASA KSC domestic wastewater collection/transmission system operator and the Cape Canaveral Air Force Station domestic wastewater treatment plant operator. Costs associated with obtaining a written discharge approval will be on a reimbursable basis to NASA. Otherwise the wastewater must be containerized and shipped to an off-site treatment or disposal facility.
- O. Recordkeeping. SPFL shall maintain copies of all required environmental permits, licenses, registrations, regulatory approvals, waste manifests, laboratory analyses, reports, plans, compliance records, NASA KSC Environmental Checklists, and regulatory notifications on-site and make them available for review by NASA upon request.
- P. NASA Compliance Oversight. As the landowner, NASA has a responsibility to ensure that SLF Site Occupants are complying with environmental laws and regulations. NASA KSC and SPFL will participate in periodic (annually or as otherwise agreed to by the Parties) environmental audits of SLF operations to exchange information; review current and future SLF activities; confirm compliance with environmental regulations and permits; review environmental spills and remediation progress; discuss regulatory agency inspections and findings; coordinate on air permitting; etc. In addition, SPFL shall allow NASA KSC personnel access to conduct spot inspections of SLF facilities, systems, compliance records, or wastes if NASA KSC personnel have reason to believe that a potential environmental non-compliance situation exists or that an unpermitted spill or release to the environment has occurred. For the spot inspections, NASA KSC will

normally enter the SLF during regular business hours and will give SPFL at least forty eight (48) hours prior notice of its intention to do so unless the issue involves a potential threat to human health or the environment. SPFL shall attend all spot inspections and provide corrective action responses for all identified violations, findings, and deficiencies by the due date in the inspection letter. SPFL shall be responsible for immediately correcting all violations, findings, and deficiencies identified in the inspection letter at SPFL's expense.

- Q. Requirements Communication. SPFL shall ensure that all environmental compliance requirements as defined in this Article are communicated to all Related Entities, Site Occupants, and facility owners performing Commercial Space Activities at the SLF under subleases or any other agreement with SPFL. SPFL shall be liable for any environmental contamination, and any noncompliance with environmental requirements including all associated penalties and/or fines resulting from such activities, regardless of NASA KSC's consent to such activities, and all such activities shall be deemed Agreement activities.
- R. Cancellation of Permits & Registrations. Upon termination of this Agreement, SPFL shall cancel all permits/registrations/licenses held by SPFL, remove permitted/registered equipment, and vacate the SLF in accordance with this Agreement. If a SPFL's activity is incorporated into a NASA KSC held permit, NASA KSC will decide if the permit should be modified to remove SPFL's activity.
- S. Agreement Termination Inspection. Upon termination of this Agreement, NASA KSC environmental staff shall perform a facility walk-down with SPFL personnel to ensure the removal of all hazardous materials and the proper closure of regulated activities and equipment.
- T. Continuing Liability. This Article shall survive the termination of this Agreement with respect to any damage, bodily or personal injury, illness, or death occurring prior to such termination. This Article shall survive the termination of this Agreement with respect to any environmental non-compliance condition identified by NASA KSC or SPFL, and shall continue until such non-compliance condition is fully mitigated, remediated, abated, or otherwise remedied to the satisfaction of NASA KSC and any federal, state, or local regulators with an interest in the non-compliance condition.
- U. Environmental Impact Statement (EIS). NASA KSC is in the process of completing the Center-wide Environmental Impact Statement (EIS). The EIS shall address the SLF build-out proposed in the Center Master Plan. Any deviations from that Master Plan shall require additional NEPA documentation at the expense of SPFL. At time of Agreement signing, development shall be limited to the portion of the SLF, based on the Environmental Assessment (EA) for the expanded use of the SLF, dated 2007 and the Suborbital Processing, Launch and Recovery Operations, dated 2012.
- V. Wetland and Scrub Mitigation Impact. NASA KSC shall secure the state and federal environmental permits that will authorize construction activities at the SLF for the SLF Occupant Site #2 and associated infrastructure improvements. SPFL shall be responsible for the cost of future mitigation for its impact area including monitoring and maintenance

- for the period specified in the permits. SPFL shall be responsible for the permitting and funding of any future mitigation actions.
- W. Environmental Land Management. The land surrounding the SLF is part of the Merritt Island National Wildlife Refuge (MINWR). The USFWS perform habitat management per a long-standing interagency agreement (KCA 1649 rev B) between NASA KSC and the USFWS. The USFWS conducts prescriptive burns to effectively maintain and enhance wildlife habitat and reduce the occurrence and severity of wildfires. The USFWS has primary responsibility for wildfire suppression on KSC. Prescribed burn approval will be coordinated with NASA KSC under established procedures, with notification to SPFL of scheduled burns with the SLF lands. A list of SLF fire management units scheduled for prescribed burning will be provided to NASA KSC and SPFL each calendar year. Prescribed burns will be conducted under specific conditions to avoid impacts to the SLF. Additionally, the USFWS is responsible for treatment and removal of non-native invasive plants and animals on refuge lands. MINWR will continue to provide nuisance wildlife response within the SLF boundary.
- X. Land within the SLF demarcation points that has not been withdrawn from MINWR, pursuant to NASA's land management agreement with the USFWS, as of the effective date of this Agreement, shall remain under the management of the FWS until such time as undeveloped portions of the SLF are required by SPFL, for purposes and activities authorized herein.
- Y. If and when all of the developable land described in Exhibit A is fully developed, and SPFL were to require additional undeveloped land within the SLF demarcation points for development or operational management, NASA shall evaluate SPFL's request to proceed with the withdrawal of the required land from MINWR pursuant to this Agreement and the NASA-USFWS Agreement for management of the MINWR.

XXXI. RESERVED

XXXII. AIRFIELD OPERATIONS AND MANAGEMENT

- A. Airfield Operations. SPFL shall operate and maintain the SLF as a Florida-registered private airport pursuant to the Florida Department of Transportation Administrative Code, Rule Chapter 14-60 (Airport Licensing, Registration, and Airspace Protection), and in accordance with the requirements and operational guidelines identified in Exhibit H.
- B. Airfield Annual Inspection. As a Florida-registered private airport, the airfield shall be inspected annually by Florida's Aviation Operations Administrator to provide an independent inspection of compliance with the license requirements regarding airport facilities and operations together with the supplemental requirements identified in Exhibit H. SPFL shall provide NASA KSC a copy of its FDOT registration, its subsequent biannual renewal, and the annual written inspection report by the Florida Aviation Operations Administrator.

- C. Commercial Space Activities. SPFL shall operate and maintain the SLF to support commercial space activities pursuant to the regulation of the FAA Office of Commercial Space Transportation (FAA-AST), and in accordance with a Launch Site Operator License and/or reentry license to be issued by FAA-AST. SPFL shall provide to NASA KSC a copy of its FAA license for activities at the SLF, and shall also provide to NASA KSC a copy of periodic FAA-AST inspection reports evaluating compliance with the terms and conditions of the Launch Site Operator License.
- D. Airfield Operations and Services. SPFL shall operate and maintain the SLF, in accordance with requirements in Exhibit H. SPFL will offer and provide airfield services to users that are normal and customary for such uses and as appropriate to the user requirements. General requirements for the availability and performance of airfield services are identified in Exhibit H. Support to NASA KSC flight operations and use of the SLF by NASA aircraft will be provided in accordance with the terms of Article V, Financial Obligations, and as identified specifically in Exhibit H and shall include provision by SPFL of:
 - 1. A runway free of Foreign Object Debris (FOD), which is compliant with applicable FDOT and FAA requirements for condition, obstruction clearance, marking, lighting, etc.;
 - 2. Necessary support equipment for NASA aircraft operations (e.g., Ladder, Aircraft Tug, A/C Start Unit, Diesel Sweeper);
 - 3. Processing and issuance of Prior Permission Requests (PPRs) for aircraft flying into the SLF;
 - 4. Air Traffic Control Services (e.g., landing and takeoff clearance, traffic deconfliction, and taxi instructions from a qualified air traffic controller);
 - 5. Aircraft Marshalling assistance from qualified aircraft servicers;
 - 6. Chocking of the aircraft wheels prior to engine shutdown, if appropriate;
 - 7. Connection of a ground power unit, if required for the aircraft shutdown and prior to aircraft start for departure;
 - 8. Positioning and proper use of an aircraft "start cart" if necessary for that aircraft.
- E. Airworthiness. SPFL shall be responsible for ensuring all aircraft (both manned and unmanned) conducting flight operations from the SLF or within the airspace over KSC, including Special Use Airspace (Exhibit G), meet airworthiness and flight safety standards, which have been agreed to by both NASA KSC and the 45th Space Wing. NASA KSC is not providing airworthiness certification for aircraft not built by, sponsored by, or contracted to NASA ("non-NASA aircraft"). SPFL will be responsible for ensuring airworthiness of non-NASA aircraft. In the case of non-NASA aircraft, NASA reserves the right to review SPFL's process and rationale before commencing flight operations. If non-NASA aircraft involved with SPFL activities are already FAA certified airworthy, SPFL is not responsible for ensuring aircraft meet NASA KSC or 45th Space Wing airworthiness safety standards.

- F. U.S. Air Force 45th Space Wing. When operating within Special Use Airspace, SPFL must satisfy the requirements of the operator of that airspace, the U.S. Air Force 45th Space Wing, for Restricted Areas R-2932, R-2933, R-2934, or R-2935. When operating outside of Special Use Airspace, SPFL must satisfy the requirements of the FAA airworthiness certification process. At such time when SPFL enters into a separate formal agreement with the U.S. Air Force 45th Space Wing regarding SPFL's certification of airworthiness and risk analysis, NASA KSC involvement in that process, as outlined in Exhibit H, will not be required. The operational requirements defined in Exhibit H will still apply for operations at the SLF.
- G. Special Use Airspace. SPFL shall execute a formal agreement with the U.S. Air Force Eastern Range air space managers to facilitate availability and use of designated Special Use Airspace (Exhibit G) and offshore warning areas in support of planned flight operations.
- H. Real-time Coordination. Real-time coordination during operations, which impact or could potentially impact NASA KSC operations outside the SLF, shall be done through the NASA KSC Technical POC.

XXXIII. DEFINITIONS

In addition to other terms that may be defined in this agreement, the following terms as used in this Agreement shall have the following meanings, applicable, as appropriate, to both the singular and plural forms of the terms herein defined.

"Applicable Laws" means all Federal, state, and local laws, ordinances, rules, regulations, and codes and all policy directives, procedural requirements, procedures and guidelines, and standards promulgated by NASA or NASA KSC from time to time in the course of NASA's general administration of, and having application to the entirety of, the Center, now existing or later adopted during the Term insofar as any thereof relate to or are required by the condition, use or occupancy of the SLF.

"Collateral Equipment" means building support equipment and, substantially affixed equipment/property that normally is required to make a facility useful and operable, and for which the removal would impair the usefulness, safety, or environment within the facility. For the purpose of this Agreement, collateral equipment includes, but is not limited to, elevators, transformers, compressors, and facility systems and subsystems, such as Heating Ventilation and Air Conditioning (HVAC), electrical, plumbing, pneumatic, fire protection, fire suppression, control systems, and monitoring systems, that are installed in, or provide service to, buildings or other real property owned by NASA, by SPFL or by SLF Site Occupants at the SLF.

"Government" means the federal government of the United States of America, unless otherwise specified.

"Improvements" means any addition, alteration, or other modification of any kind to the SLF (see Exhibit A), with the exception of routine maintenance or repair activities that do not change the

size or design thereof, as well as any new buildings and collateral equipment that SPFL, or SPFL Site Occupants, may construct or install upon the SLF.

"NASA's Related Entities" includes but is not limited to, (a) contractor or subcontractor of NASA at any tier, (b) a user or customer of NASA at any tier, (c) a contractor or subcontractor of a user or customer of NASA at any tier. The terms "contractor" and "subcontractor" include suppliers of any kind.

"Recurring Services" means services provided by NASA KSC on a recurring, annual basis (e.g., utilities, fire, and badging).

"Recyclable salvage" or "scrap" is property that has no commercial utility or value except for its basic material content (e.g., steel, aluminum, copper).

"SLF" means that certain Government real property, commonly known as the Shuttle Landing Facility ("SLF"), which under this Agreement SPFL is entitled to occupy, develop, operate, and maintain for the purposes set forth herein, and which is more specifically described in Exhibit A attached hereto, together with the infrastructure, roads, streets, sidewalks, utilities, fencing, fixtures and improvements located thereon, made by NASA, and existing at the time of signature of the agreement. The property is generally located south of Beach Road, west of Kennedy Parkway, and north of Banana Creek.

"SLF Site Occupants" means entities who SPFL allows to develop, construct, or occupy sites at the SLF.

"SPFL's Related Entities" includes but is not limited to, (a) contractor or subcontractor of SPFL at any tier, (b) a user or customer of SPFL at any tier, (c) a contractor or subcontractor of a user or customer of SPFL at any tier. The terms "contractor" and "subcontractor" include suppliers of any kind.

"Support Services" means services provided by NASA KSC to SPFL. Services include Transition and Recurring Services.

"Transition Services" means services provided by NASA KSC to continue airfield operations and operations and maintenance of facilities up to September 30, 2015.

"Utility Systems" or "Utilities" means any water, reclaimed water, storm water services, sanitary sewer services, electricity or other power needs, natural gas, telecommunications and data communications and any other utilities for use of the SLF and for which SPFL reimburses NASA under this Agreement.

XXXIV. SIGNATORY AUTHORITY

The signatories to this Agreement covenant and warrant that they have authority to execute this Agreement. By signing below, the undersigned agrees to the above terms and conditions. In witness whereof, the Parties have executed this Agreement as of the date last set forth below.

JOHN F KENNEDY SPACE CENTER NATIONAL AERONAUTICS AND SPACE ADMINISTRATION, an Agency of the United States

Space Florida 505 Odyssey Way, Suite 300 Exploration Park, Florida 32953

Robert D. Cabana

Director, John F. Kennedy Space Center

Frank DiBello

President and Chief Executive Officer

Date: 6 - 22 - 15

Date: 6 22/15

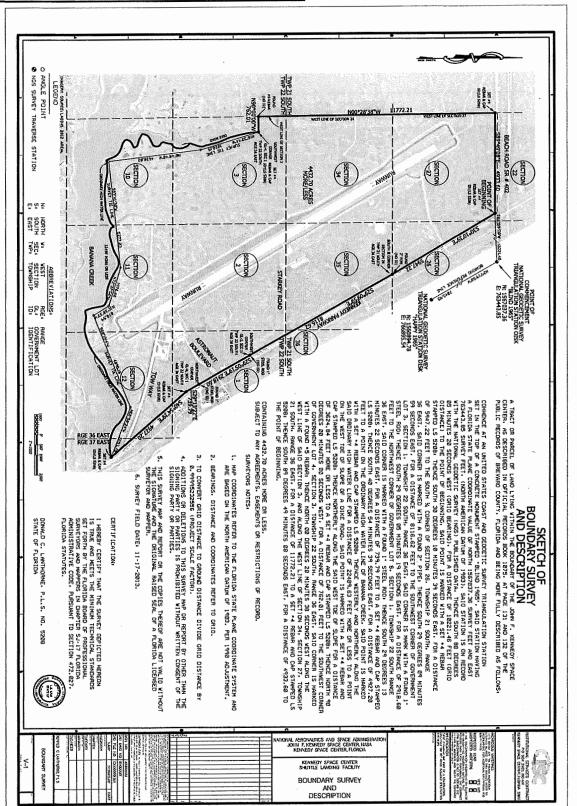
This page intentionally left blank

EXHIBIT A: DESCRIPTION OF THE PROPERTIES

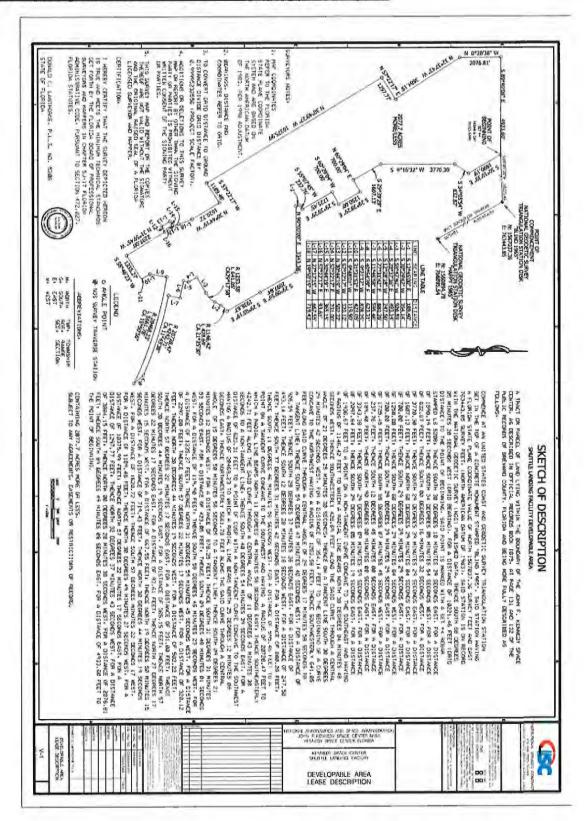
A.1 SLF Real Property



SLF Area Land Boundary - Legai Description



SLF Developable Area Land Boundary - Legal Description



A.2 SLF Facility Listings

A). SPFL Operated and Maintained Real Property:

Building #	Facility Name
H5-2176	APPROACH LIGHTING SYSTEM SUBSTATION 15
J5-1196	SLF MEDIA OPERATIONS BUILDING
J5-1197	SLF AIR TRAFFIC CONTROL TOWER
J5-1198A	SLF NEWS BUILDING
J5-1199	UTILITY CONTROL SHELTER
J5-1246	OBSERVATION PLATFORM
J6-2312	SLF GATE #3 GATE HOUSE
J6-2313	LANDING AIDS CONTROL BLDG.
J6-2313A	ANTENNA
J6-2361	ELECTRICAL SUBSTATION
J6-2362	AIRCRAFT GROUND EQUIPMENT SHED
J6-2363	LIGHTING VAULT
J6-2408	WIND SOCK
J6-2466	RLV HANGAR - FLIGHT VEHICLE FACILITY*
J6-2466A	WATER TANK*
K6-0015	CONVOY VEHICLE ENCLOSURE
K6-0261	APPROACH LIGHTING SYSTEM SUBSTATION 33
UK-0002	AIRFIELD LIGHTING
UK-0027	SHUTTLE LANDING FACILITY (RUNWAY)

^{*}Facility owned and managed by Space Florida

B). NASA Operated and Maintained Real Property:

Building #	Facility Name
J6-1860	LIGHTNING MAPPING ARRAY (LMA) SITE 1
J6-2463	COMM CROSS CONNECT TERMINAL #7 – (NASA)
J6-2370	FIRE STATION #2 (KSC) – (NASA)
J6-2465	FLIGHT VEHICLE SUPPORT BUILDING – (NASA)
J5-0341	ASCENT WIND PROFILER – (NASA)
J5-0440	TACAN SITE – (NASA)
J5-0441	TACAN STORAGE – (NASA)
95405	WEATHER TOWER 412 (J6-1869A) – (USAF)
95406	WEATHER EQUIP BLDG 412 (J6-1869) – (USAF)
95407	ELECTRICAL SUBSTATION (J6-1869B) – (USAF)
95408	FIELD MILL SITE #11 (J6-1919) – (USAF)
95409	EQUIPMENT PAD (J6-2410) – (USAF)
95545	EQUIPMENT PAD (J5-0140) – (USAF)
95546	EQUIPMENT PAD (J5-1243) – (USAF)
95547	FIELD MILL SITE #10 (J5-0548) – (USAF)
J6-1808	TV TOWER #1 – (NASA)
J6-1808A	TV EQUIPMENT BUILDING – (NASA)
J6-0553	STORAGE FACILITY – (SpaceX)
J6-0553A	EMERGENCY GENERATOR BUILDING – (SpaceX)
J5-0132	METEOROLOGICAL SITE #5 – (NASA)
J6-2409	METEOROLOGICAL SITE #4 – (NASA)
J5-1144	METEOROLOGICAL SITE #3 – (NASA)
J5-1144	METEOROLOGICAL SITE #3 – (NASA)
J5-0667	TV TOWER #2 (NASA)
J5-0667A	TV EQUIPMENT BUILDING (NASA)

NASA Mothballed/Abandoned Facilities*

Building #	Facility Name
H5-2274	MICROWAVE SCAN BEAM L/S R/W 33
H5-2324	MSBLS MONIOTOR R/W 33 N
J5-0583	MICROWAVE SCAN BEAM L/S R/W 15STA
J5-1094	REMOTE SATELLITE MEASUREMENT UNIT A
J5-1095	REMOTE SATELLITE MEASUREMENT UNIT B
J5-1145	REMOTE SATELLITE MEASUREMENT UNIT C
J5-1195	DIFFERENTIAL GLOBAL POSITIONING BUILDING
J5-1195A	ANTENNA TOWER FOR VDL ANTENNA
J5-0386	SLF OPTICAL TRACKER SITE A
J5-0533	MSBLS MONITOR R/W 15 N
J5-1198	RUNWAY VIEWING AREA
J5-1244	SLF OPTICAL TRACKER SITE B
J5-1441	SLF OPTICAL TRACKER SITE E
J5-2000	MICROWAVE SCAN BEAM L/S R/W 33STA
J5-2050	MSBLS MONITOR, SOUTH RUNWAY 33
J6-2262	ORBITER MATE/DEMATE DEVICE
K6-0258	MSBLS MONITOR, R/W 15
K6-0309	MSBLS AZ/DME RW 15
TR1-0745	TEMPORARY BUILDING

^{*}These NASA properties are being retained for demolition, as funding becomes available.

EXHIBIT B STORMWATER PERMIT BOUNDARY DIAGRAM

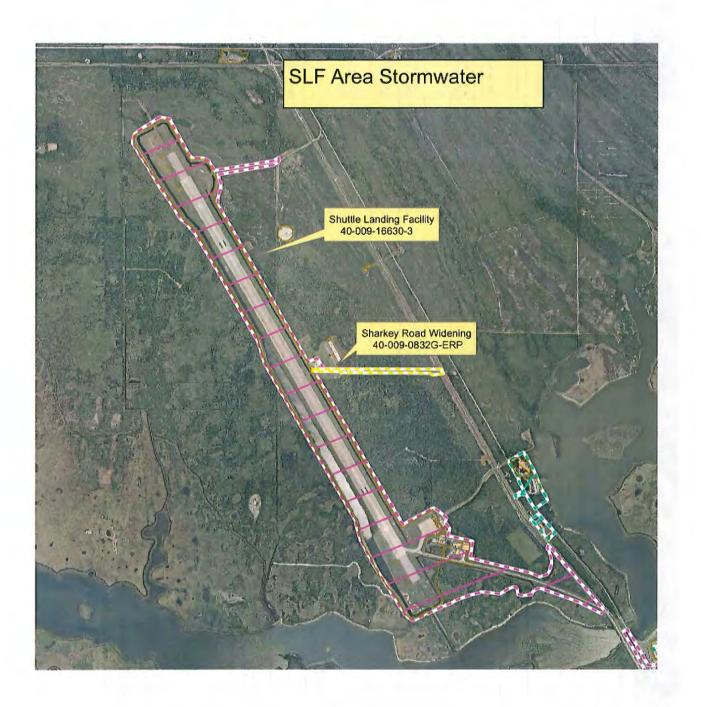
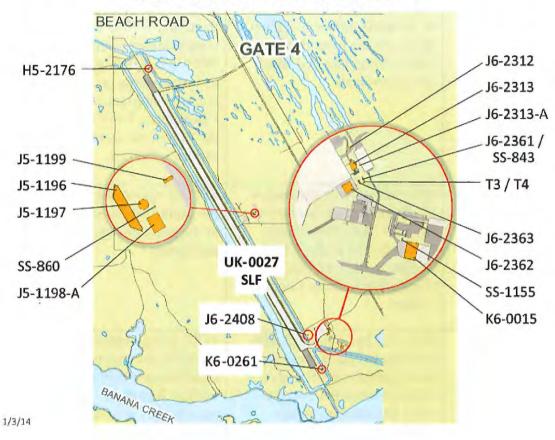


EXHIBIT C SLF DEMARCATION POINTS

Electrical Meter	MA MEA. W Included as part of IR MA MEA.	Ow Preventiar (BEP) (5' from facility pertinents/ Spece Plorida, IRA). No. 12, to be Included as part of Management of Management (10 from malestates IRA). NASA.	To Provestive (BFP) of from feedily partimeter. Space Florids M installed my INSTANCE (And maintains MAUC MASA.	Ally Space Floride y in incided as part of M manipulates (Florida y in incided teach of M manipulates (Florida)	MICA NO	1004 MICA NO	MUSA TY NA TY SE	NAS-2313-F1 55 from facility purhantes Speca Footie MAG. Massa. 94 inchided as part of M. Instituted loads inchine MAG.	MAK NESA N N N N N N N N N N N N N N N N N N N	NAA NY AN Included as part of At BAS settered loads	MAX NEA N N N	MA Machindred as part of N Achindred as part of N Achindred lauds	NOTA NOTA NOTA NOTA NOTA NOTA NOTA NOTA	9) Not 2006 (potable) of trom facility perimeter Speep Floridae 9) Not per particular MUAC 9)	Strensfer to owners. Earlier NWSS systems abound MASSA Maintains. Part Loads (Amater well & supiric tank) (Anther well & supiric tank)	MAXA Ministains N Inchedule as part of N NOVACA Ministains N NOVACA Ministains N NOVACA Ministains N NOVACA MINISTAIN N N N N N N N N N N N N N N N N N N	by PNASS, Ages, Ft. (2) from facility perimeter. WASA Maintains 7
Waler Demargalism	- M	Discharge valve of Backflow Preventer (BEP) BISCOACE (potable) & BISCOACE (first)	Discharge valve of Backilow Preventer (BFP) ENSTORE (potable) & ENSTORE (Fire)	Ŋ.	PUA	Discharge valve of BFP ENSY2101	MAN	Downstrum side of PV PVJK-2313-F1 (potable) and 6" DC (firs)	MA	1004	NO.	HEA	MIA	Downstream side of BFP V6512006 (potable) and PIV PIVICE-0815-F1 (Tae)	Station WMSS system should betrafor to own oil facility (nater well & septic tank)	AUA.	Downstreen cide of potable value value west side of boilding and PVPVAC-2465-F1
Power Densesation	MASA melitrizin SAV switchgow; and cable up to regulationPart. #1871959 shout E-7	Secondary bushing of Subatation-460 transformerRef. 1986/52001 aloue E-4C.	Secondary to shing of Substation-509 transformer Ref. 2505 (South sheet E-4C	Secondary bushing of Substation-868 transformer Ref. 390G158801 short E-AC	Secondary betaling of Sabstation-844 transformer Ref. 3900 150001 sheat E-9C	Secondary bushing of Substation 400 transformer Ref. 1988/1980 short E-4C	Lond side of Substantion-B43 breaker lending this facility Ref. 78K12583 shoet E-1	Load side of Strientation-B43 brasker leading this facility Red. 798/1288 sheet E-1	Load side of Substation BK3 branker feeding this facility Red. TWI 25st sheet E-1	MASA maintoine Soltstation-GCI and all Attity distribution incidelling Transformer St. find metiches and transformers up to secondary bracking of pad monthled transformers. Ref. 39(4515)(e) 1 shoet E-40.	Load side of Subclation 345 breaker healing this facility Ref. 79K1.25G sheet E-f	Louel sides of Sebratelion-843 breater freding this textily Ref. FRV12583 sheet E-1	HUS	Secondary bushing of Substation-1155 transformer Ref. 2015150981 sheet E-2A	MASA maintains all power including SS-1154 and LV in Builling	MASA maintalins all power including \$5-1154 and LV in Incillay	NASA melatulas all power including SS-1147 and lassgur for voltage. Ref. 399(315001) abest E.34.
Power Fed Irom	Transformer 3 & Transformer 9 4 (Selectation 943)	Substantion-USB	Selectation (IED)	Selectation-050	Substation-844	Substation 460	Sabstation-843	Substration-143	Substation-B43	Substantion-843	Sebstation-443	Sabstation-843	MIN MAN	Sabutation-1955	S-1158	SS-1154 N	N 471-85
Facility flame	APPROACH LIGHTING SYSTEM SUBSTATION 15	SLF AIR TRAFFIC CONTROL.	SLF MEDIA OPERATIONS BUILDING	SLF NEWS BUILDING	OBSERVATION PLATFORM	UTILITY CONTROL SHELTER	SLF GATE IS GATE HOUSE	LANCHIS AIDS CONTROL BLDG.	ANTENIA	B.ECTRCAL SUBSTATION	ARCRIFT GROUND EQUIPHER	LIGHTING VALE.T	WIND SOCK	CONNOY VEHICLE ENICLOSURE	STORKSETACLITY	EN ENEMENCY GENERATOR BUILDING	RLY HANGAR - FLIGHT VEHICLE S
Facility Number	H5-2176	15-1157	5-1156	JS-1198A	JS-1246	5.1139	Jezna	16-211	J6-25TSA	1902-97	34.292	34-2003	36-2000	305-0015	JA-8553	%-4553M	36.2466

SLF Demarcation Points



SLF Communication Demarcation Points

Communication System or Service	Demarcation Point	Responsibility
Communication Services & Infrastructure Demarcation	The Communications Services & Infrastructure demarcation points are the main trunking cable mainframes and fiber optics terminals.	KSC will be responsible for the trunking fiber and copper cables feeding SPFL's facilities at the SLF and terminating on the copper Mainframes and Fiber Optics Terminals in the Comm rooms and service entrances.
Emergency Telephone service	KSC will provide emergency telephone service (elevators) from the Main Distribution Frame (MFD) in the ATCT Comm room to the PSCC (Protective Services Control Center).	SPFL is responsible from the Main Distribution Frame to the telephone end instrument.
Paging & Area Warning	KSC will provide the all area warning-paging signal (low-level analog audio signal on copper twisted pair) on the Main Distribution Frame (MDF) at the SLF Property.	SPFL is responsible from the MDF for paging distribution within the facility, including permanently affixed outside paging speakers.
Fire Alarm Reporting	N/A	KSC will provide the existing fire alarm reporting copper pairs on the Main Distribution Frame (MDF) in each SPFL facility.

SLF Critical Demarcation Points

Facility Systems

- <u>Medium Voltage Power</u>: The medium voltage distribution system will remain under NASA KSC control, to the defined interface point, due to dependencies outside the SLF Property.
- <u>Potable Water</u>: The potable water system will remain under NASA KSC control, to the defined interface point, due to dependencies outside the SLF Property.
- <u>Sanitary Sewer</u>: The sanitary sewer system will remain under NASA KSC control, to the defined interface point, due to dependencies outside the SLF Property.
- <u>Fire alarm system</u>: The fire alarm system will remain under NASA KSC control, to the defined interface point, due to dependencies outside the SLF Property. The interface point is at the SPFL side of the advanced encryption standard radio transceiver (compatible with NASA KSC central monitoring system).

Note that per standard agreement language drafted by NASA KSC Protective Services, SPFL may choose to operate and maintain its own fire alarm system provided that SPFL contracts with an independent fire alarm monitoring service (which will notify NASA KSC in the event of an emergency response requirement.) NASA KSC must maintain the fire alarm systems if it is to provide the fire alarm monitoring services.

Other Demarcation Points

- <u>Perimeter fence</u>: The fence and Electronic Security Systems (ESS) are part of the SLF Property structure and maintenance is the responsibility of SPFL.
- Roads: Interface is at the main gate and where roads (paved and unpaved) cross the SLF Property Boundary and SPFL is responsible for maintenance, as they see fit.
- Rail Spurs: Interface is where the spur crosses over the Kennedy Parkway North and enters the SLF Property, which is subject to change based on NASA KSC's future rail requirements. NASA KSC is responsible for all operations & maintenance of the rail tracks within the SLF Property.
- <u>Stormwater</u>: SPFL is responsible for management of stormwater inside the SLF Property perimeter fence and must abide by all federal, state, and local laws and regulations. Stormwater is primarily contained within the fence, but if a question of interface arises, it is at the perimeter fence.

<u>Structures</u>: SPFL is responsible for maintenance and repair of all SPFL owned and/or operated buildings and structures inside the SLF Property Boundary, including but not limited to, the lunar landing test field itself. Facilities that were abandoned/mothballed by NASA KSC prior to the Agreement with SPFL do not have to be repaired but must not be allowed to deteriorate to the extent they represent a hazard to personnel or equipment.

EXHIBIT D RECORD OF ENVIRONMENTAL CONSIDERATION

Avoid Verbal	Orders		
TO: TA-A4C/John Shaffer FROM: TA-A4C/Environmental Management Branch SUBJECT KSC Record of Environmental Considerati		DATE:	11/3/2014 9442
PROJECT INFORMATION Project Title: Transfer of SLF Operations to Space Florida Project Lead: John Shaffer, TA-A4C, 867-8448 Project Description Agreement for operation and maintenan EPB Reviewer: LPH Facility No.: SHUTTLE LAN	Directorat	e Project No.: KC anding Facility by	:A-4412 (REV A
2. NEPA DETERMINATIONS ☑ a. Categorical Exclusions per 14 CFR Part 1216.304(d ☐ b. Environmental Assessment (EA) Required ☐ c. Environmental Impact Statement (EIS) Required ☐ d. Existing FONSI or ROD	☐ e. Centerwid☐ f. AF Project☐ g. NASA Proj		3
3. ENVIRONMENTAL REQUIREMENTS a. Non-Permit Requirements ☑ YES b. Permit Requirements ☑ YES			
**************************************	e historic facilities of permitting requirement 11/21/20 eet is categorically Granting or act property, or anally excluded in an transfer document of property.	uirements statem al and PRL infor 014************************************	ents***** mation**** ****** TEX) from ments, leases, erty, for his section. terms and
A KSC Centerwide Environmental Impact Statement (EIS) is from Shuttle Landing Facility (SLF) facility modifications or additional information, please contact Don Dankert of the Na	additions, and f	uture land alterati	ions. For

3.a.1. POTENTIAL RELEASE LOCATION (PRL) SITES: The proposed project is within or in the vicinity of several active PRL sites (#184, #185, and #190) and PRL sites with a No Further Action (NFA) designation (#62, #87B, #95, #186, and #187). An active PRL designation means a site has had historical operations which had the potential to impact the environment and is being investigated by the Remediation Group of the NASA Environmental Assurance Branch (EAB). The active and NFA sites and Remediation Project Managers for active sites only are as follows:

PRL #62 SLF Mid-Field Park Site
PRL #87B STP-17
PRL #95 Shuttle Landing Facility South
PRL #184 SLF Air Traffic Control Tower (Dinh Vo, 867-5964, TA-A4B)
PRL #185 SLF TV Towers (Harry Plaza, 867-8414, TA-A4B)

Avoid Verbal Orders

TO: TA-A4C/John Shaffer DATE: 11/3/2014

FROM: TA-A4C/Environmental Management Branch

SUBJECT KSC Record of Environmental Consideration (REC)

REC #: 9442

PRL #186 SLF Runway and Lighting

PRL #187 SLF Landing Aids Control Building

PRL #190 Weather Site 412 (Dinh Vo. 867-5964, TA-A4B)

Confirmation sampling was conducted at PRL #184 in FY14. There were no exceedances of Groundwater Cleanup Target Levels. The KSC Remediation Team has approved this site for NFA.

Confirmation sampling workplans have been developed for the other active sites. These workplans are on hold waiting funds allocation and sampling has not yet been conducted. No soil or groundwater data is available at this time for these areas. The project may proceed with the understanding that all personnel should be alert for signs of contamination (abrupt changes in soil colors, odors, etc.). If any indications of contamination are observed, please halt all work and contact the NASA Remediation Office immediately. Contact the listed Remediation Project Managers for any needed information.

- 3.a.2. HAZARDOUS/NON-HAZARDOUS WASTE: All hazardous waste and non-hazardous wastes generated during operations or construction at the SLF must be properly containerized, stored, labeled, manifested, shipped, and disposed of by Space Florida (SPFL) or its occupants in full regulatory compliance. Hazardous wastes generated by this activity must be manifested, shipped, and disposed of under Space Florida's or its occupant's Environmental Protection Agency (EPA) identification number for the premises. SPFL or occupants shall maintain copies of waste management records and manifests onsite and make them available for review by NASA upon request. SPFL or occupants are responsible for any spills, releases, or other environmental contamination that occurs as a result of the proposed activities. A KSC Pollution Incident Report (PIR) Form (KSC Form 21-555) must be completed and submitted to the NASA EAB within three (3) calendar days of incident as required by Property Agreement.
- 3.a.3. THREATENED AND ENDANGERED SPECIES: Operations and future development at the SLF have the potential to impact protected and/or threatened and endangered wildlife species. Measures must be taken to minimize impacts to the wildlife and their habitat. If indications of activity by any protected species are present in the project area, possible impacts must be evaluated, and in the case of the gopher tortoise, the burrows must be identified and avoided if possible. If identified burrows are within the area of construction, relocation of animal in question will be required. Relocation of gopher tortoises requires a Florida Fish and Wildlife Conservation Commission permit. Additional information on gopher tortoise permits can be found at http://myfwc.com/license/wildlife/gopher-tortoise-permits/

Note: NASA will design and develop scrub-jay mitigation plans for SPFL and future occupants. SPFL or occupants accept full financial responsibility for mitigation construction, monitoring, and maintenance requirements.

Threatened Least Terns and Black Skimmers (Species of Special Concern) have been known to nest on rooftops. Nesting season occurs from late April through mid-August. These birds do not construct typical nests but deposit their eggs in the existing contours, cracks, and seams of the roof structures, making identification of eggs and chicks very difficult. Preventative measures can be taken to discourage nesting before it happens. If nesting occurs and eggs or chicks are present, the work will have to be delayed until the chicks have fledged. All routine maintenance work should be scheduled outside the nesting season.

Lighting, electrical, and communication structures on KSC have consistently been used by nesting birds such as ospreys. Because of the ospreys' protection under Federal and State laws, disturbance of these nests while occupied with eggs and fledglings is illegal. Other birds may use wooden towers for nesting, which may not be evident from the ground. If any wooden poles are to be removed or refurbished, they must be inspected for

Avoid Verbal Orders						
TO: TA-A4C/John Shaffer	DATE:	11/3/2014				
FROM: TA-A4C/Environmental Management Branch						
SUBJECT KSC Record of Environmental Consideration (REC)	REC#:	9442				

nests and eggs or fledglings.

3.a.4. HISTORIC PROPERTY AND CULTURAL/ARCHAEOLOGICAL RESOURCES:

Within the Area of Potential Effect for the use permit to transfer facilities to SPFL, the Shuttle Landing Facility (SLF) Historic District is comprised of the following historic properties eligible under the Space Shuttle Program: (1) 8BR1987/Shuttle Runway, (2) 8BR1988/Landing Aids Control Building, and (3) 8BR1989/Mate-Demate Device.

NOTE: The Mate-Demate Device is currently undergoing demolition (October-November 2014).

Several SLF facilities have not been evaluated to date to determine National Register eligibility. Those properties determined ineligible are subjected to review when they reach the age of 45-50 years of age or prior to demolition under 36 CFR Part 60.4: Criteria for Evaluation.

The known archaeological sites within the boundaries of this permit area are (1) \$BR00544/Lopez Orchard (Ineligible Site/Not Evaluated by the Florida State Historic Preservation Office [FL SHPO]), (2) \$BR00169/South Access Road (Evaluated, Not Historic), (3) \$BR00543/Griffith Place (Evaluated, Not Historic), (4) \$BR541/Hughes Place (Evaluated/Not Historic), and (5) \$BR00540/Daigle Place (Evaluated, Not Historic). Six historic areas are also noted in the Historic Context and Historic Period Archaeological Site Location Predictive Model for the John F. Kennedy Space Center, Volusia and Brevard Counties, Florida, document dated October 2008, revised May 2009. Those six areas are #64/Wilson Corners town site, #66/Wisconsin Village, #67/1949 structure, #68/1949 structure, #75/Hughes Places (\$BR00541), and #76//Griffith Place (\$BR543). The report recommends that a Phase I Archaeological Survey be conducted for Historic Area #64 if construction were proposed for this area. There are two moderate zones of archaeological potential; one located south of Astronaut Road and west of Kennedy Parkway, and one located to the southwest of the SLF Runway.

It is unknown at this time if any changes, modifications/demolition, alterations, removal of historic elements or artifacts, new construction, or ground disturbing activities will occur. A KSC Environmental Checklist must be completed for all undertakings to determine impacts to the proposed project. If an adverse effect is determined, the Section 106 consultation process must be completed between NASA KSC and the FL State Historic Preservation Officer (FL SHPO) pursuant to KCA-4185, Programmatic Agreement for Management of Historic Properties and 36 CFR Part 800: Protection of Historic Properties. The Section 106 consultation process can take up to 3 to 6 months depending on the complexity of the project. SPFL and their occupants must comply with the following Federal and NASA regulations: Archaeological Resources Protection Act, Native American Graves Protection and Repatriation Act, and KSC-PLN-1733, Cultural Resources Management Plan. SPFL or their occupants will be responsible for any cost related activities for the undertaking such as performing future Section 110 surveys under the National Historic Preservation Act and complying with mitigation measures agreed upon, when an adverse effect may occur. Any materials (artifacts) found are property of NASA.

The FL SHPO has concurred with the new construction development between Sharkey Road and the Towway Road on November 14, 2012. Management controls and contingency plans must be in place for any unanticipated discoveries. If any archaeological materials are found, work will stop immediately. Contact the KSC Historic Preservation Officer to evaluate the area to determine if an archaeological survey or data recovery survey is required.

Contact Historic Preservation Officer, Barbara Naylor, at 867-8452, for additional information.

3.a.5. EXTERIOR LIGHTING: The installation/modification and use of any lighting that is visible from the exterior of a facility or structure must be in compliance with the requirements in the KSC Exterior Lighting Guidelines, the light management plan, and requirements of the US Fish and Wildlife Service Biological Opinion for KSC regarding dark skies and artificial lighting. Development of a lighting plan that meets these

Avoid Verbal Orders						
TO: TA-A4C/John Shaffer	DATE:	11/3/2014				
FROM: TA-A4C/Environmental Management Branch						
SUBJECT KSC Record of Environmental Consideration (REC)	REC#:	9442				

criteria is required for any new structures or facilities. These requirements can be found on the Environmental Management Branch website at: http://environmental.ksc.nasa.gov/projects/documents/ExteriorLighting.pdf. Although safety and hazardous operations can receive a waiver that allows for non-compliant lighting, a plan is still required. Please contact Lynne Phillips, NASA Environmental Management Branch (TA-A4C) at 867-4817 for additional information, and for guidance on development of a light management plan or for a copy of the referenced documents.

- 3.b.1. PERMITTING (General): SPFL or occupants shall obtain all required environmental permits, licenses, registrations, and approvals for site activities. SPFL or occupants shall prepare all permit applications and pay any application fees. The NASA EAB will sign environmental permit applications as the landowner or utility system owner if legally required. SPFL or occupants shall submit courtesy copies of all applications and registration forms to the NASA EAB within 21 working days after submission to the regulatory agency. SPFL or occupants shall submit courtesy copies of all permits to the NASA EAB within 21 working days after receipt from the regulatory agency. SPFL or occupants shall ensure that all operations, activities, equipment, and facilities are in full compliance with all permit conditions. SPFL or occupants shall maintain copies of all records required to demonstrate compliance with the permit onsite and make them available for review by NASA upon request.
- 3.b.2. ENVIRONMENTAL RESOURCE PERMIT (ERP) STORMWATER: The existing ERP stormwater permits issued by the St. Johns River Water Management District (SJRWMD), for the SLF (40-009-16630-4) and Sharkey Road Widening (40-009-0832G-ERP) will be transferred to SPFL.

A third stormwater permit exists at the Ascent Wind Profiler J5-440 (40-009-0822G-ERP). The Wind Profiler facility and permit are not on the list for transfer.

3.b.3. NPDES INDUSTRIAL ACTIVITY STORMWATER MULTI-SECTOR GENERAL PERMIT (NPDES MSGP): NASA has an active "No Exposure" exemption (ID Number FLRNEF106) issued by the FDEP for NASA helicopter operations at the RLV Hangar (J6-2466). Because of this exemption, NASA is not required to obtain an NPDES MSGP permit for that location. This exemption is only valid provided that all aircraft maintenance, repair, and equipment storage activities are under roof or hard cover (preventing exposure to rainfall).

SPFL and its occupants may need separate NPDES MSGP permits for coverage of their SLF operations as "Sector S - Air Transportation Facilities" under those regulations.

3.b.4. ENVIRONMENTAL RESOURCE PERMIT (ERP) - DREDGE AND FILL PERMIT: Dredge and fill permits (ERP) from the St. Johns River Water Management District (SJRWMD) and Army Corps of Engineers (ACOE) required for Northfield and Southfield proposed site development will be obtained by NASA under the SLF Infrastructure Utilities Design, Phase 1 Development.

NOTE: The SJRWMD ERP (IND-009-16630-4) was issued on July 17, 2014.

These construction permits from SJRWMD and ACOE will be transferred to SPFL. Future permitting will be the responsibility of SPFL or occupants.

NASA will design and develop wetland mitigation plans for the future development at the SLF. SPFL and their occupants accept full financial responsibility for mitigation construction, monitoring, and maintenance.

3.b.5. AIR EMISSIONS: NASA KSC holds a facility-wide Federal Clean Air Act Title V Air Operation Permit issued by the Florida Department of Environmental Protection (FDEP) that governs air emissions from

Avoid Verbal Orders						
TO: TA-A4C/John Shaffer	DATE:	11/3/2014				
FROM: TA-A4C/Environmental Management Branch						
SUBJECT KSC Record of Environmental Consideration (REC)	REC#:	9442				

dozens of regulated emission sources and hundreds of insignificant emission sources across KSC. NASA intends for SPFL and SLF occupants to be independent from NASA regarding air emissions permitting and compliance. SPFL shall contact the NASA EAB prior to:

- -The operation, reactivation, or modification of an existing emission source/activity,
- -The construction of any new air emission source, or
- -The initiation of an activity producing air emissions.

SPFL shall participate in meetings with the NASA EAB and the FDEP to discuss applicable air emissions permitting and compliance requirements for SPFL and SLF activities. SPFL may be required to obtain separate air permits for their activities. At this time, there are no regulated emission sources or activities currently listed on the NASA Title V Air Operation Permit at the facilities involved in this agreement. There are insignificant air emissions activities performed by NASA currently listed on the NASA Title V Air Operation Permit at the facilities involved in this agreement.

- 3.b.6. SPILL PREVENTION CONTROL & COUNTERMEASURES (SPCC): SPFL and its occupants shall comply with applicable oil pollution prevention regulations under Title 40 Part 112 of the Code of Federal Regulations. If required, SPFL or occupants shall develop, maintain, and implement an SPCC plan for oil storage activities. Site specific SPCC plans must be made available for review by NASA upon request.
- 3.b.7. REGISTERED PETROLEUM STORAGE TANK SYSTEMS: SPFL and its occupants shall comply with applicable petroleum storage tank system regulations (FAC Ch. 62-761 and 62-762). New systems must be registered with FDEP. SPFL or occupants will arrange for required installation inspections with the Brevard County Natural Resource Management Department prior to putting the tank system into service. SPFL shall provide courtesy copies of all storage tank registration forms to the NASA EAB.
- 3.b.8. INDUSTRIAL WASTEWATER DISCHARGE: Unless approved for discharge to the sanitary sewer system or to the environment, all industrial wastewater generated by SPFL or occupants shall be contained and disposed of according to waste management guidelines given above in item 3.a.2. For discharges to the sanitary sewer system, SPFL shall obtain approval from both the Institutional Services Contractor (ISC) and Cape Canaveral Air Force Station wastewater treatment plant operator.
- 3.b.9. WATER RESOURCES AND PERMITTING (Domestic/Industrial Wastewater, Septic System, Potable Water): Proposed activities may require a permit for the alteration or installation of utilities to transport potable and/or domestic wastewater. Any work done will be per standards and criteria set forth in the permit requirements, and not jeopardize the health and safety of personnel due to effects of the construction/modification on the KSC potable water system (i.e. backflow preventers will be installed as required per KSC-STD-Z-0013 and standard engineering practice; disinfection and verification prior to use). The organization responsible for the work will ensure that best engineering practices, codes, specifications and standards are followed. Pressure and leak tests as well as disinfection are also required. SPFL or occupants shall obtain all required environmental permits, prepare applications, and pay application fees. The NASA EAB will sign permit applications as land owner or utility system owner if legally required. SPFL or occupants shall forward courtesy copies of applications and regulatory agency approvals to the EAB.

All existing construction permits currently associated with the SLF will be transferred to SPFL. Permits for the proposed Northfield and Southfield site development to be completed under SLF Infrastructure Utilities Design will be secured by NASA and transferred to SPFL who will accept transfer and be responsible for compliance. Future permitting will be the responsibility of SPFL or occupants. NASA's contractor will need access to SLF property and facilities to collect water quality samples, and for coordination of water line break

Avoid Verbal Orders						
TO: TA-A4C/John Shaffer	DATE:	11/3/2014				
FROM: TA-A4C/Environmental Management Branch						
SUBJECT KSC Record of Environmental Consideration (REC)	REC#:	9442				

activities.

Recent construction permits issued by FDEP include:

CS05-0141772-032 NASA Shuttle Landing Facility (SLF) Phase I connected to: CCAFS Regional WWTF (FL0102920-006) Oct. 16, 2014

0127833-050-DS Shuttle Landing Facility Development Design Phase 1 Aug. 25, 2014

There are two domestic wastewater septic systems in the SLF area serving J6-553 and J5-1196. They not currently permitted because they pre-dated permitting regulations and were grandfathered in; or, in the case of J5-1196, were determined to be domestic wastewater only per the Florida Department of Health (FDOH). Only the septic tank serving J5-1196 is being transferred. The septic tank at J6-553 is currently the responsibility of SpaceX.

Abandonment, modification, or replacement of the J5-1196 septic systems will require a permit, to be obtained by SPFL or occupants. Compliance with existing regulations will be SPFL responsibility.

- 3.b.10. EXCAVATION PERMIT: A KSC Excavation Permit will be required for any digging proposed at these facilities. Please contact the Utility Locate/Excavation Permit Request Customer Helpline at 867-2406 or go to website at https://installationsupport.ksc.nasa.gov/sgs/apps/epr/default.cfm? for an underground utility scan and dig permit.
- 3.b.11. DEWATERING: Dewatering may be conducted without a permit if it is discharged to grade and allowed to percolate into the ground. All waters discharged to grade must not enter existing surface waters. Effluent must be pumped to a pervious surface to facilitate infiltration back into the ground. Otherwise, a general permit must be obtained by SPFL or its occupants from SJRWMD for construction dewatering.

No other environmental issues were identified based upon the information provided in the KSC Environmental Checklist. This Record of Environmental Consideration (REC) does not relinquish the project lead from obtaining and complying with any other internal NASA permits or directives necessary to ensure all organizations potentially impacted by this project are notified and concur with the proposed project.

Due to potential changes in regulations, permit requirements and environmental conditions, statements in this REC are valid for 6 months, and subject to review after this period. It is the responsibility of the project lead to submit current project information for a REC update prior to project commencement if REC is older than 6 months; and also to notify the Environmental Management Branch (TA-A4C) if the scope of the project changes at any time after the REC is issued.

- cc: J. Shaffer/TA-A4C
 - A. Houts Gilfriche/AD-C
 - B. Naylor/TA-A4C
 - N. English/TA-A4C
 - C. Vanaman/IHA-200
 - J. Matthews/TA-A4B
 - T. Norwood/1800M-B
 - T. Belford/CC
 - J. Tharpe/TA-A1
 - T. Carlson/AD

Avoid Verbal Orders		
TO: TA-A4C/John Shaffer FROM: TA-A4C/Environmental Management Branch	DATE:	11/3/2014
SUBJECT KSC Record of Environmental Consideration (REC)	REC#:	9442
H. Williams/TA-A4B		
Upon evaluation of the subject project, the above determinations have been the Environmental Management Branch (TA-A4C) at 861-1196 for re-evaluations to the scope of work.	en made and identi	fied. Contact
And the state of t		
	11/24/2014 1	2:19:02 PM

EXHIBIT E REIMBURSABLE CHARGES FOR UTILITIES AND SUPPORT SERVICES

SEE NEXT PAGE

Commodity/Service	Service Level	Charges/Pricing	Comments	Year 1 Estimate Incl. CM&O
Police/Fire/EMS:	Security patrol; electronic access control monitoring; emergency fire, medical, security and law enforcement response will be provided 24/7.	Direct Service Charge including applicable CM&O rate.	Includes baseline level of emergency support to SPFL consistent with KSC contract. Indistrict fire response support provided at no additional cost.	\$ 205,663 (Recurring Service)
Police/Fire/EMS — Optional	Additional dedicated fire or security support (e.g. facility access control; armed guards; dedicated in station/stand-by fire support; on-Center security escorts).	Full Cost including applicable CM&O rate.	Rates will vary per terms of NASA's contract with KSC service provider. In-station fire response support provided via a TOR upon request.	Estimated when TOR is processed (Recurring Service)
Grounds Maintenance for Common Areas (Facility Service Charge)	Ground maintenance services of common areas (e.g. entryway into KSC, roadways, shared assets).	Included in Facility Service Charge rate.	Baseline level of support. FSC will be implemented immediately after transitional period. Estimated cost for 2015 is \$35,512.	(Recurring Services)
Potable Water	Provided through KSC's existing distribution system. Pressures and quantities to meet fire flow requirements.	Metered Cost including pass- through CM&O rate.	SPFL will be required to reimburse KSC based on use/consumption.	Additional costs to be billed once meter is installed (Recurring Service)
Wastewater/Sewer	Wastewater and sewer disposal to meet flow requirements.	Metered Cost including pass-through CM&O rate.	SPFL will be required to reimburse KSC based on water use/consumption.	Additional costs may be billed once water meter is installed (Recurring Service)

Electricity	Provided through the existing distribution system. KSC to provide all offsite maintenance and repair necessary to ensure consistent power and minimal outages to the SLF Property.	Metered Cost including pass-through CM&O rate.	SPFL will be required to reimburse KSC based on use/consumption.	\$ 52,280 (Recurring Service)
Gas (FL City Gas)	Florida City Gas currently maintains onsite infrastructure to supply natural gas to the SLF Property.	Metered Cost including pass-through CM&O rate.	SPFL will be required to reimburse KSC based on use/consumption.	Estimated when TOR is processed (Recurring Service)
Communication Services	This service will be provided during transition to support airfield operations personnel on the ISC to include recurring maintenance and trouble calls, desktop computers and multi-use printers.	Full Cost including applicable CM&O rate.	Rates will vary per terms of NASA's contract with KSC service provider.	\$19,227 (Transition Service)

Connectivity – Copper or Fiber connectivity	This service will be provided through KSC's existing cable and transmission distribution system to a defined demarcation point. All circuits requiring installation, maintenance or other service will be provided by KSC on a reimbursable basis. KSC recommends SPFL maintain an advance deposit to facilitate rapid response to connectivity issues. Services provided beyond the point of connectivity can be procured by SPFL from an outside source.	Full Cost including applicable CM&O rate.	Rates will vary per terms of NASA's contract with KSC service provider.	Estimated when TOR is processed (Recurring Service)
Locksmith	Cores on external doors and fire panels will be supplied by KSC on a reimbursable basis. SPFL can procure commercial locksmith services for lock cores not required by KSC for Emergency/Fire access.	Full Cost including applicable CM&O rate.	Rates will vary per terms of NASA's contract with KSC service provider.	Estimated when TOR is processed (Recurring Service)
Badging	KSC will provide background investigation for badging of SPFL employees requiring access to KSC in excess of 179 days (i.e. permanent badges).	Full Cost including applicable CM&O rate.	Rates will vary per terms of NASA's contract with KSC service provider.	\$ 4,803 (Recurring Service)

KSC General Access Training	Training required by NASA for employee access to KSC (e.g. General Hazards Familiarization) is provided at no cost.	No charge.	Training aides are available to meet KSC requirements by enabling SPFL to independently facilitate employee training (e.g. DVD).	N/A
Specialized Access Training	Specialized access training (e.g. hazardous area) will be priced on a case-by-case basis and provided by KSC on a reimbursable basis. In instances where KSC has excess seats available in area access training planned for KSC's needs, SPFL may, at the Government's sole discretion, participate at no cost.	Full Cost including applicable CM&O rate.	Rates will vary per terms of NASA's contract with KSC service provider.	Estimated when TOR is processed (Recurring Service)
Discharge approval (nondomestic waste water)	KSC will provide services to review, coordinate and obtain approval from the US Air Force/45th Space Wing for SPFL's request to discharge non-domestic wastewater into the KSC/CCAFS sewer system. This service will be provided on a reimbursable basis.	Full Cost including applicable CM&O rate.	Rates will vary per terms of NASA's contract with KSC service provider.	Estimated when TOR is processed (Recurring Service)
Spill Clean Up – Pervious Surfaces	Clean up of spills on pervious surfaces will be supplied by the KSC Spill Team on a reimbursable basis.	Full Cost including applicable CM&O rate.	Rates will vary per terms of NASA's contract with KSC service provider.	Estimated when TOR is processed (Recurring Service)

Spill Clean Up – Impervious Surfaces	Clean up of spills on impervious surfaces is the responsibility of the SPFL and can be procured by an outside provider or requested from KSC on a reimbursable basis. When provided by KSC, service will be priced on a caseby-case basis.	Full Cost including applicable CM&O rate.	Rates will vary per terms of NASA's contract with KSC service provider.	Estimated when TOR is processed (Recurring Service)
Ordnance Storage and Transport	Ordnance storage and transport will be provided by KSC on a reimbursable basis.	Full Cost including applicable CM&O rate.	Rates will vary per terms of NASA's contract with KSC service provider.	Estimated when TOR is processed (Recurring Service)
Recyclable Services	Recyclable services and material containers are provided to meet KSC requirements at no cost to SPFL.	Included in applicable CM&O rate	Baseline level of support.	N/A
Site Planning	Services provided by KSC to support SPFL's planning, implementation and integration with KSC of construction and facility improvement projects.	Full Cost including applicable CM&O rate.	Rates will vary per terms of NASA's contract with KSC service provider.	\$ 5,745 (Recurring Service)
Meter Installation	Revenue grade meter installation is mandatory at unmetered facilities turned over to SPFL. Services for revenue grade meter installation (e.g. water, electrical, gas, commodities) can be procured by SPFL from an outside source or requested by KSC on a reimbursable basis.	Full Cost including applicable CM&O rate.	Rates will vary per terms of NASA's contract with KSC service provider.	Estimated when TOR is processed (Recurring Service)

Spaceport Services	Services above KSC's baseline to facilitate integrated operations (e.g. schedule integration, coordination for hazard clears, off-shift support, dedicated facility interface to SPFL, configuration management & data packaging, system validation & testing) when provided by KSC will be	Full Cost including applicable CM&O rate.	Rates will vary per terms of NASA's contract with KSC service provider.	\$ 179,181 (Recurring Service)
Facility Maintenance	on a reimbursable basis. KSC will provide facility maintenance on real property assigned to SPFL under this agreement during the transition period.	Full Cost including applicable CM&O rate.	Rates will vary per terms of NASA's contract with KSC service provider.	\$289,775 (Transition Service)
Airfield Operations	KSC will provide airfield operations at the SLF during the transition period to include air traffic control and aircraft servicers.	Full Cost including applicable CM&O rate.	Rates will vary per terms of NASA's contract with KSC service provider.	\$323,377 (Transition Service)
Propellant and Life Support Services	KSC will provide commodities such as LOX, He and GN2 as well as SCAPE support for hazardous operations.	Full Cost including applicable CM&O rate.	Rates will vary per terms of NASA's contract with KSC service provider.	Estimated when TOR is processed (Recurring Service)

Grounds Maintenance, Pest Control, Custodial & Refuse Management	These services will be self- procured by SPFL from outside sources during transition and subsequent years.	N/A	N/A	\$0
Reserve Account for Miscellaneous Services	Other services within the scope of this agreement may be requested via a Task Order Request (TOR) and cost estimate will be withdrawn from this reserve account maintained with KSC.	Full Cost including applicable CM&O rate.	Rates will vary per terms of NASA's contract with KSC service provider.	\$28,725 (Recurring Service)
			ate (based on 1 yr.) → e (based on 5 mths.) → Grand Total Year 1 Initial Deposit	\$ 476,397 \$632,378 \$1,108,775 \$776,623

Note 1: Task Order Request (TOR) is a standardized form used by Partners to request reimbursable KSC services (KSC Form 50-202).

Note 2: Support Services are those necessary to occupy and operate real property on NASA KSC. Other services outside the scope of this SLF Agreement may be available on demand (priced on a case by case basis) from NASA KSC to SPFL through a separate reimbursable agreement (e.g. engineering, propellants, laboratory services).

Note 3: Center Management and Operations (CM&O) rates are expressed as "full" or "pass through". Definition and applicability of these rates are available upon request.

NASA KCA-4548 and Space Florida 18-002

Fully Reimbursable Space Act
Umbrella Agreement for Use of
Kennedy Space Center Capabilities

For:

Space Life Science Lab Exploration Park SLF & OPF3 Premises

Table of Contents:

- ₹ 7. Annex #5 Propellant Commodities

- ₹ 11. Annex #9 KSC Airfield Services

NASA Letter

National Aeronautics and Space Administration

Kennedy Space Center

Kennedy Space Center, FL 32899



September 7, 2017

Reply to Attn of:

AD-C

Mr. Frank DiBello President Space Florida SPFL M6-0306, Room 9030 Kennedy Space Center, FL 32899

Dear Mr. DiBello:



As you are aware, NASA Kennedy Space Center (KSC) is working on a new Fully Reimbursable Space Act Agreement (RSAA) that will provide Space Florida (SPFL) with all the KSC services currently provided under the following agreements:

- 1) KCA-4339, Rev. A (Use of Center Capabilities at Exploration Park and SLSL), dated December 28, 2011;
- 2) KCA-4459, Rev. Basic (Use of Center Capabilities at the SLF), dated February 5, 2016; and
- 3) KCA-4516, Rev. Basic (Use of Center Capabilities at the OPF3, SSMEPF, PCC), dated February 6, 2017.

Once the new RSAA is executed, the above RSAAs will no longer be required. As a result, KSC is providing you with this notice of its intent to terminate KCAs 4459 and 4516, and its intent to allow KCA-4339 to expire on December 28, 2017 in accordance with its terms. KCAs 4459 and 4516 will be terminated upon the new RSAA being signed. The new RSAA essentially consolidates all of SPFL is existing RSAAs into one agreement while also updating KSC procedures for processing service requests.

Sincerely,

Thomas O. Engler

Director, Center Planning and Development

Fully Reimbursable Space Act Umbrella Agreement

FULLY REIMBURSABLE SPACE ACT UMBRELLA AGREEMENT BETWEEN NATIONAL AERONAUTICS AND SPACE ADMINISTRATION JOHN F. KENNEDY SPACE CENTER AND SPACE FLORIDA AN INDEPENDENT SPECIAL DISTRICT OF THE STATE OF FLORIDA FOR USE OF KENNEDY SPACE CENTER CAPABILITIES

ARTICLE 1. AUTHORITY AND PARTIES

In accordance with the National Aeronautics and Space Act (51 U.S.C. § 20113(e)), this Fully Reimbursable Space Act Umbrella Agreement (Agreement) is entered into by the National Aeronautics and Space Administration, John F. Kennedy Space Center, located at Kennedy Space Center, FL 32899-0001 ("NASA" or "NASA KSC"), and Space Florida, an Independent Special District of the State of Florida, located at Building M6-0306, Room 9030, Kennedy Space Center, FL 32899-0001 ("Partner" or "Space Florida" or "SPFL"). NASA and Partner may be individually referred to as a "Party" and collectively referred to as the "Parties."

ARTICLE 2. PURPOSE

This Umbrella Agreement shall be for the purpose of providing Partner with NASA KSC services in support of Partner's activities at NASA KSC when NASA KSC has determined that, consistent with National Space Policy, providing such services will not preclude, discourage, or compete with United States commercial providers. NASA KSC will make services available to Partner on an "as available, noninterference" basis with NASA requirements and previous NASA commitments or launch operations.

The Parties shall execute one (1) Annex Agreement (hereinafter referred to as the "Annex") concurrently with this Umbrella Agreement. The Parties may execute subsequent Annexes under this Umbrella Agreement consistent with the purpose and terms of this Umbrella Agreement. This Umbrella Agreement shall govern all Annexes executed hereunder; no Annex shall amend this Umbrella Agreement. This Umbrella Agreement takes precedence over any Annexes. In the event of a conflict between the Umbrella Agreement and any Annex concerning the meaning of its provisions, and the rights, obligations and remedies of the Parties, the Umbrella Agreement is controlling.

ARTICLE 3. RESPONSIBILITIES

- A. Partner Responsibilities at its own expense, Partner shall:
 - 1. With the exception of those services that are identified as services that Partner must obtain from NASA, first seek to obtain services from commercial sources. Only when NASA KSC's provision of such services will not preclude, discourage, or compete with United States commercial providers, or when NASA must provide the service, may

Partner request such services from NASA. Partner will submit commercial non-availability documentation verification upon request.

- 2. Request available services set forth in Exhibit B, "Reimbursable Support Services," through the NASA KSC technical point of contact using Form KSC 50-202 (Exhibit A) as part of Kennedy Documented Procedure KDP-KSC-P-9090. KSC Form 50-202 will be the basis for Annexes entered into under this Umbrella Agreement. Partner must submit these service requests with adequate advance notice and requisite information for proper scheduling and provision. To receive requested services, Partner shall adhere to any NASA requirements set forth in the form and the associated Annex.
- 3. Reimburse NASA in accordance with this Umbrella Agreement's Financial Obligations Article.
- 4. Adhere to all applicable NASA KSC safety and health, fire protection, emergency management, export control, security, and information security requirements that are applicable to all services provided under the Agreement.

Partner will identify all its employees requiring training and make available those employees for such training. Partner shall ensure that all permanently badged Partner personnel receive training in NASA KSC hazards and controls, as defined in NASA KSC General Hazards Familiarization (QF110KSC). Partner will be responsible for ensuring that the Partner's employees, agents, contractors, tenants, or invitees comply with the contents of this training. Requests for such training shall be made through the NASA KSC technical point of contact using Form KSC 50-202, (see Exhibit A) as part of Kennedy Documented Procedure KDP-KSC-P-9090.

Partner will promptly provide access to locations and information as requested by NASA safety personnel to ensure applicable safety requirements are implemented.

- 5. On an quarterly basis, Partner shall provide NASA with its anticipated short-term propellants and pressurants usage forecasts and other technical data that NASA may request in order for NASA to provide propellants and pressurants support to Partner activities.
- 6. On an annual basis—on or before sixty (60) days prior to the anniversary of the Effective Date of this Agreement—provide both long-range and short-range projections of any activities anticipated within the scope of this Agreement.
- 7. Comply with all applicable laws and regulations including, but not limited to, safety, security, export control, environmental, and suspension and debarment laws and regulations. Access by a Partner to NASA facilities or property, or to a NASA Information Technology (IT) system or application, is contingent upon compliance with NASA security and safety policies and guidelines, including, but not limited to, policy standards on badging and credentials and facility and IT system/application access.

- 8. Comply with the applicable environmental requirements set forth in Exhibit D, which is hereby incorporated by reference. The terms and conditions of any Partner agreement with NASA KSC for use and/or occupancy of NASA property shall control with regard to environmental requirements within that property's boundary.
- 9. Establish an independent communications and IT distribution infrastructure which supports the Partner's activities at Exploration Park in accordance to Exhibit E, IT Schedule and Milestones. For Exploration Park, SPFL shall obtain communications and IT services from commercial providers, independent from NASA KSC service contracts if available. SPFL shall be responsible for extending existing communications and IT infrastructure to the Space Life Science Lab (SLSL) and Exploration Park
- 10. Comply with the applicable coordination requirements set forth in Exhibit G, which is hereby incorporated by reference.
- B. NASA KSC Responsibilities NASA will use reasonable efforts to:
 - 1. Provide on a reimbursable basis through the process set forth in Kennedy Documented Procedure KDP-KSC-P-9090 the services listed in Exhibit B. Any determination by NASA that the requested service or property is not available, that providing the service or property would compete with United States commercial providers, or that providing the service or property would interfere with its ongoing or projected launch operations will be deemed conclusive and is not subject to legal claim, judicial review, or other appeal.
 - 2. In response to a service request, if NASA determines the request is within the NASA policy guidelines and is readily available in the timeframe requested, provide a statement of work, estimated cost, and proposed schedule to Partner for acceptance. Following Partner's acceptance, NASA will implement the request, provided sufficient funds are on deposit and resource authority is available at NASA.
 - 3. In its response to service requests under subparagraph A.4. of this Article, NASA will define the applicable safety requirements for use of services support items.
 - 4. Provide operations and maintenance service to defined areas in Exhibit F.
 - 5. NASA will terminate circuit(s) extended from KSC Commercial Internet Service Providers (ISP) to Exploration Park in accordance with Exhibit E, IT Schedule and Milestones. KSC Circuit 5ATU90194 shall be terminated from Level 3 ISP in KSC/Communications Distribution and Switching Center, M6-0138 to SLSL, M6-1025 for Space Florida's corporate internet service.

ARTICLE 4. FINANCIAL OBLIGATIONS

A. Partner shall pay to NASA KSC the estimated value identified on each Annex and Form KSC 50-202, for NASA to carry out its responsibilities under this Agreement. Partner shall make payment in advance of initiation of NASA's efforts on behalf of the Partner. Partner

shall schedule advance payments to ensure that funds are resident with NASA before Federal obligations are incurred in support of work on behalf of the Partner. Goods and services provided will be subject to full cost as determined by existing Agency policy and procedures in accordance with NASA Procedural Requirements NPR 9090.1, Reimbursable Agreements.

- B. Partner shall make payment to the National Aeronautics and Space Administration through the NASA Shared Services Center. Payment by electronic transfer (#1 or #2 below) is strongly encouraged, and payment by check is to be used only if circumstances preclude the use of electronic transfer. All payments and other communications regarding this Agreement shall reference the Center name, title, date, and number of this Agreement. Choose one form of payment:
 - 1. U.S. Treasury FEDWIRE Deposit System, Federal Reserve Wire Network Deposit System;

Pay.gov at www.nssc.nasa.gov/customerservice (select "Pay NASA" from the Quick Links to the right of the page); or

2. A check should be payable to NASA and sent to:

NASA Shared Services Center FMD – Accounts Receivable For the Accounts of: John F. Kennedy Space Center Jerry Hlass Road, Building 1111 Stennis Space Center, MS 39529-0001

- C. Although NASA KSC shall make a good faith effort to accurately estimate its costs in support of this Agreement, it is understood that NASA provides no assurance that the services provided under this Agreement will be accomplished for the estimated amount. NASA KSC will not provide services or incur costs beyond the existing payment. Should the service cost more than the estimate, NASA KSC will advise Partner as soon as possible. Partner shall pay all costs incurred and have the option of canceling, modifying the scope, or providing additional funding for the service(s). Should this Agreement be terminated, or the service(s) completed at a cost less than the agreed-to estimated cost, NASA shall account for any unspent funds, and promptly thereafter return any unspent funds to Partner. All refunds will be processed via Electronic Funds Transfer (EFT) which requires the Partner's completion of the Automated Clearing House (ACH) Vendor/Miscellaneous Payment Enrollment Form (OMB 1510-0056). If the service's final billing requires the payment by Partner of additional funds, payment of said funds shall be due to NASA KSC within thirty (30) days of the date of NASA's invoice. In no event will NASA transfer any U.S. Government funds to Partner under this Agreement.
- D. Notwithstanding any other provision of this Agreement, all activities under or pursuant to this Agreement are subject to the availability of funds, and no provision of this

Agreement shall be interpreted to require obligation or payment of funds in violation of the Anti-Deficiency Act, 31 U.S.C. § 1341.

ARTICLE 5. PRIORITY OF USE

Any schedule or milestone in this Agreement is estimated based upon the Parties' current understanding of the projected availability of NASA goods, services, facilities, or equipment. In the event that NASA's projected availability changes, NASA shall give Partner reasonable notice of that change, so that the schedule and milestones may be adjusted accordingly. The Parties agree that NASA's use of the goods, services, facilities, or equipment shall have priority over the use planned in this Agreement. Should a conflict arise, NASA in its sole discretion shall determine whether to exercise that priority. Likewise, should a conflict arise as between two or more non-NASA Partners, NASA, in its sole discretion, shall determine the priority as between those Partners. This Agreement does not obligate NASA to seek alternative government property or services under the jurisdiction of NASA at other locations.

ARTICLE 6. NONEXCLUSIVITY

This Agreement is not exclusive; accordingly, NASA may enter into similar agreements for the same or similar purpose with other private or public entities.

ARTICLE 7. LIABILITY AND RISK OF LOSS

A. Damage or Injury

- 1. Partner hereby waives any claims against NASA, its employees, its Related Entities, (defined, for the purposes of this Article, as any individual or entity that a Party assigns, tasks, or contracts to perform activities under this Agreement including, but not limited to, contractors and subcontractors at any tier, grantees, investigators, customers, users, and their contractors and subcontractors, at any tier) and employees of NASA's Related Entities for any injury to, or death of, Partner employees or the employees of Partner's Related Entities, or for damage to, or loss of, Partner's property or the property of its Related Entities arising from or related to activities conducted under this Agreement, whether such injury, death, damage, or loss arises through negligence or otherwise, except in the case of willful misconduct.
- 2. Partner shall indemnify, defend, and hold harmless NASA and any of NASA's Related Entities (including, but not limited to, contractors and subcontractors at any tier, grantees, investigators, customers, users, and their contractors and subcontractors, at any tier) and employees of NASA's Related Entities from all liabilities and claims against NASA and any of its Related Entities arising from or related to activities conducted under this Agreement. However, in no event shall Partner be obligated to indemnify, defend, or hold harmless NASA or NASA's Related Entities from any liabilities or claims arising from the willful misconduct of NASA or NASA's Related Entities.

- 3. Partner further agrees to extend this unilateral waiver to its Related Entities by requiring them, by contract or otherwise, to waive all claims against NASA, its Related Entities, and employees of NASA and employees of NASA's Related Entities for injury, death, damage, or loss arising from or related to activities conducted under this Agreement.
- 4. In the event U.S. Government property is damaged as a result of activities conducted under this Agreement, Partner shall be solely responsible for the repair and restoration of such property subject to NASA direction.

B. Insurance Requirements

- Partner shall, at no cost to NASA, maintain throughout the term of the Agreement, insurance covering loss of or damage to U.S. Government property as a result of any activities conducted under this Agreement. The policy must be on terms acceptable to NASA, and cover the cost of repair or replacement, or the fair market value of (as reasonably determined by NASA) any U.S. Government property (real or personal) damaged as a result of activities conducted under this Agreement, including performance by the U.S. Government or the U.S. Government's contractors or subcontractors, at any tier.
- 2. Partner shall, prior to conducting any activities under this Agreement, furnish to NASA certificates of insurance including material policy exclusions and waivers of subrogation evidencing such insurance. Said certificates shall state the amount of all deductibles and shall contain evidence that the policy or policies shall not be canceled or altered without at least thirty (30) calendar days' prior written notice to NASA. NASA shall be under no obligation to provide access to its facilities or equipment under this Agreement until Partner has obtained the insurance required by this Article, and NASA has deemed it to be acceptable.

ARTICLE 8. INTELLECTUAL PROPERTY RIGHTS – DATA RIGHTS

A. General

- 1. "Related Entity" as used in this Data Rights Article means a contractor, subcontractor, grantee, or other entity having a legal relationship with NASA or Partner, that is assigned, tasked, or contracted to perform activities under this Agreement.
- 2. "Data," means recorded information, regardless of form, the media on which it is recorded, or the method of recording.
- 3. "Proprietary Data," means Data embodying trade secrets developed at private expense or commercial or financial information that is privileged or confidential, and that includes a restrictive notice, unless the Data is:
 - a. known or available from other sources without restriction;

- b. known, possessed, or developed independently, and without reference to the Proprietary Data;
- c. made available by the owners to others without restriction; or
- d. required by law or court order to be disclosed.
- 4. Data exchanged under this Agreement is exchanged without restriction except as otherwise provided herein.
- 5. Notwithstanding any restrictions provided in this Article, the Parties are not restricted in the use, disclosure, or reproduction of Data provided under this Agreement that meets one of the exceptions in subparagraph 3 above. If a Party believes that any exceptions apply, it shall notify the other Party before any unrestricted use, disclosure, or reproduction of the Data.
- 6. The Parties will not exchange preexisting Proprietary Data under this Agreement unless authorized herein or in writing by the owner.
- 7. If the Parties exchange Data having a notice that the Receiving Party deems is ambiguous or unauthorized, the Receiving Party shall tell the Providing Party. If the notice indicates a restriction, the Receiving Party shall protect the Data under this Article unless otherwise directed in writing by the Providing Party.
- 8. The Data rights herein apply to the employees and Related Entities of Partner. Partner shall ensure that its employees and Related Entity employees know about and are bound by the obligations under this Article.
- 9. Disclaimer of Liability: NASA is not restricted in, or liable for, the use, disclosure, or reproduction of Data without a restrictive notice or for Data Partner gives, or is required to give, the U.S. Government without restriction.
- B. Data First Produced by Partner Under this Agreement

If Data first produced by Partner or its Related Entities under this Agreement is given to NASA, and the Data is Proprietary Data, and it includes a restrictive notice, NASA will use reasonable efforts to protect it. The Data will be disclosed and used (under suitable protective conditions) only for U.S. Government purposes.

C. Data First Produced by NASA Under this Agreement

If Partner requests that Data first produced by NASA under this Agreement be protected, and NASA determines it would be Proprietary Data if obtained from Partner, NASA will use reasonable efforts to mark it with a restrictive notice and protect it for one (1) year after its development. During this restricted period the Data may be disclosed and used (under suitable protective conditions) for U.S. Government purposes only, and thereafter for any

purpose. Partner must not disclose the Data without NASA's written approval during the restricted period. The restrictions placed on NASA do not apply to Data disclosing a NASA-owned invention for which patent protection is being considered.

D. Publication of Results

The National Aeronautics and Space Act (51 U.S.C. § 20112) requires NASA to provide for the widest practicable and appropriate dissemination of information concerning its activities and the results thereof. As such, NASA may publish unclassified and non-Proprietary Data resulting from work performed under this Agreement. The Parties will coordinate publication of results allowing a reasonable time to review and comment.

E. Data Disclosing an Invention

If the Parties exchange Data disclosing an invention for which patent protection is being considered, and the furnishing Party identifies the Data as such when providing it to the Receiving Party, the Receiving Party shall withhold it from public disclosure for a reasonable time (one (1) year unless otherwise agreed or the Data is restricted for a longer period herein).

F. Copyright

Data exchanged with a copyright notice and with restrictive notice is presumed to be published. The following royalty-free licenses apply:

- 1. If indicated on the Data that it was produced outside of this Agreement, it may be reproduced, distributed, and used to prepare derivative works only for carrying out the Receiving Party's responsibilities under this Agreement.
- 2. Data without the indication of F.1, above, is presumed to be first produced under this Agreement. Except as otherwise provided in paragraph E of this Article, and in the Inventions and Patent Rights Article of this Agreement for protection of reported inventions, the Data may be reproduced, distributed, and used to prepare derivative works for any purpose.

G. Data Subject to Export Control

Whether or not marked, technical data subject to the export laws and regulations of the United States provided to Partner under this Agreement must not be given to foreign persons or transmitted outside the United States without proper U.S. Government authorization.

ARTICLE 9. <u>INTELLECTUAL PROPERTY RIGHTS – INVENTION AND PATENT RIGHTS</u>

A. "Related Entity" as used in this Invention and Patent Rights Article means a contractor, subcontractor, grantee, or other entity having a legal relationship with NASA or Partner assigned, tasked, or contracted with to perform activities under this Agreement.

- B. The invention and patent rights herein apply to employees and Related Entities of Partner. Partner shall ensure that its employees and Related Entity employees know about and are bound by the obligations under this Article.
- C. NASA has determined that 51 U.S.C. § 20135(b) does not apply to this Agreement. Therefore, title to inventions made (conceived or first actually reduced to practice) under this Agreement remain with the respective inventing party(ies). No invention or patent rights are exchanged or granted under this Agreement. NASA and Partner will use reasonable efforts to report inventions made jointly by their employees (including employees of their Related Entities). The Parties will consult and agree on the responsibilities and actions to establish and maintain patent protection for joint invention, and on the terms and conditions of any license or other rights exchanged or granted between them.

ARTICLE 10. USE OF NASA NAME AND NASA EMBLEMS

A. NASA Name and Initials

Partner 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. Except for releases under the "Release of General Information to the Public and Media" Article, Partner must submit any proposed public use of the NASA name or initials (including press releases and all promotional and advertising use) to the NASA Associate Administrator for the Office of Communications or designee ("NASA Communications") for review and approval. Approval by NASA Office of Communications shall be based on applicable law and policy governing the use of the NASA name and initials.

B. NASA Emblems

Use of NASA emblems (i.e., NASA Seal, NASA Insignia, NASA logotype, NASA Program Identifiers, and the NASA Flag) is governed by 14 C.F.R. Part 1221. Partner must submit any proposed use of the emblems to NASA Communications for review and approval.

ARTICLE 11. RELEASE OF GENERAL INFORMATION TO THE PUBLIC AND MEDIA

NASA or Partner may, consistent with Federal law and this Agreement, release general information regarding its own participation in this Agreement as desired.

Pursuant to Section 841(d) of the NASA Transition Authorization Act of 2017, Public Law 115-10 (the "NTAA"), NASA is obligated to publicly disclose copies of all agreements conducted pursuant to NASA's 51 U.S.C. §20113(e) authority in a searchable format on the NASA website within 60 days after the agreement is signed by the Parties. The Parties acknowledge that a copy of this Agreement will be disclosed in accordance with the NTAA.

ARTICLE 12. DISCLAIMERS OF WARRANTY

Goods, services, facilities, or equipment provided by NASA under this Agreement are provided "as is." NASA makes no express or implied warranty as to the condition of any such goods, services, facilities, or equipment, or as to the condition of any research or information generated under this Agreement, or as to any products made or developed under or as a result of this Agreement including as a result of the use of information generated hereunder, or as to the merchantability or fitness for a particular purpose of such research, information, or resulting product, or that the goods, services, facilities or equipment provided will accomplish the intended results or are safe for any purpose including the intended purpose, or that any of the above will not interfere with privately-owned rights of others. Neither the government nor its contractors shall be liable for special, consequential or incidental damages attributed to such equipment, facilities, technical information, or services provided under this Agreement or such research, information, or resulting products made or developed under or as a result of this Agreement.

ARTICLE 13. DISCLAIMER OF ENDORSEMENT

NASA does not endorse or sponsor any commercial product, service, or activity. NASA's participation in this Agreement or provision of goods, services, facilities or equipment under this Agreement does not constitute endorsement by NASA. Partner agrees that nothing in this Agreement will be construed to imply that NASA authorizes, supports, endorses, or sponsors any product or service of Partner resulting from activities conducted under this Agreement, regardless that such product or service may employ NASA-developed technology.

ARTICLE 14. COMPLIANCE WITH LAWS AND REGULATIONS

- A. The Parties shall comply with all applicable laws and regulations including, but not limited to, safety, security, export control, environmental, and suspension and debarment laws and regulations. Access by a Partner to NASA facilities or property, or to a NASA Information Technology (IT) system or application, 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.
- B. With respect to any export control requirements:
 - 1. The Parties will comply with all U.S. export control laws and regulations, including the International Traffic in Arms Regulations (ITAR), 22 C.F.R. Parts 120 through 130, and the Export Administration Regulations (EAR), 15 C.F.R. Parts 730 through 799, in performing work under this Agreement or any Annex to this Agreement. In the absence of available license exemptions or exceptions, the Partner shall be responsible for obtaining the appropriate licenses or other approvals, if required, for exports of hardware, technical data and software, or for the provision of technical assistance.

- 2. The Partner shall be responsible for obtaining export licenses, if required, before utilizing foreign persons in the performance of work under this Agreement or any Annex under this Agreement, including instances where the work is to be performed on-site at NASA and where the foreign person will have access to export-controlled technical data or software.
- 3. The Partner will be responsible for all regulatory recordkeeping requirements associated with the use of licenses and license exemptions or exceptions.
- 4. The Partner will be responsible for ensuring that the provisions of this Article apply to its Related Entities.
- C. With respect to suspension and debarment requirements:
 - 1. The Partner hereby certifies, to the best of its knowledge and belief, that it has complied, and shall comply, with 2 C.F.R. Part 180, Subpart C, as supplemented by 2 C.F.R. Part 1880, Subpart C.
 - 2. The Partner shall include language and requirements equivalent to those set forth in subparagraph C.1., above, in any lower-tier covered transaction entered into under this Agreement.

ARTICLE 15. TERM OF AGREEMENT

This Agreement becomes effective upon the date of the last signature below ("Effective Date") and shall remain in effect until the completion of all obligations of both Parties hereto, or five (5) years from the Effective Date, whichever comes first.

ARTICLE 16. RIGHT TO TERMINATE

Either Party may unilaterally terminate this Agreement by providing ninety (90) calendar days written notice to the other Party. In the event of such termination, Partner will be obligated to reimburse NASA for all costs for which the Partner was responsible and that have been incurred in support of this Agreement up to the date the termination notice is received by NASA. Where Partner terminates this Agreement, Partner will also be responsible for termination costs.

ARTICLE 17. CONTINUING OBLIGATIONS

The rights and obligations of the Parties that, by their nature, would continue beyond the expiration or termination of this Agreement, e.g., "Liability and Risk of Loss" and "Intellectual Property Rights" related clauses and "Financial Obligations" shall survive such expiration or termination of this Agreement.

ARTICLE 18. POINTS OF CONTACT

The following personnel are designated as the principal Points of Contact between NASA and Space Florida in the performance of this Agreement.

Agreement Points of Contact:

NASA John F. Kennedy Space Center

Vicki Johnston Deputy Director, Center Planning and

Development

Center Planning and Development

Mail Code: AD

Kennedy Space Center, FL 32899

Phone: 321-861-5648 Vicki.C.Johnston@nasa.gov

Space Florida

James Kuzma Chief Operating Officer 505 Odessy Way, Suite 300 Exploration Park, FL 32950 Phone: 321-730-5301 x243 JKuzma@SpaceFlorida.gov

Technical Points of Contact:

NASA John F. Kennedy Space Center

John Graves

Customer Services Advocate (SLF, Exploration Manager, Contract Compliance

Park, SLSL)

Spaceport Integration and Services

Mail Code: SI-I1-A

Kennedy Space Center, FL 32899

Phone: 321-867-5124 John.A.Graves@nasa.gov

Michael Bruder

Customer Services Advocate (C3PF, PCC,

SSMEPF)

Spaceport Integration and Services

Mail Code: SI-I1

Kennedy Space Center, FL 32899

Phone: 321-867-6035

Michael.D.Bruder@nasa.gov

Space Florida

Desiree Mayfield

Manager, Contract Compliance Mail Code: SPFL M6-0306 Building M6-0306, Room 9030 Kennedy Space Center, FL 32899

Phone: 321-730-5301 x237 DMayfield@SpaceFlorida.gov

ARTICLE 19. DISPUTE RESOLUTION

Except as otherwise provided in the Article entitled "Priority of Use," the Article entitled "Intellectual Property Rights – Invention and Patent Rights" (for those activities governed by 37 C.F.R. Part 404), and those situations where a pre-existing statutory or regulatory system exists (e.g., under the Freedom of Information Act, 5 U.S.C. § 552), all disputes concerning questions of fact or law arising under this Agreement shall be referred by the claimant in writing to the appropriate person identified in this Agreement as the "Points of Contact." The persons identified as the "Points of Contact" for NASA and the Partner will consult and attempt to resolve all issues arising from the implementation of this Agreement. If they are unable to come to agreement on any issue, the dispute will be referred to the signatories to this Agreement, or their designees, for joint resolution. If the Parties remain unable to resolve the dispute, then the NASA signatory or that person's designee, as applicable, will issue a written decision that will be the final agency decision for the purpose of judicial review. Nothing in this Article limits or prevents either Party from pursuing any other right or remedy available by law upon the issuance of the final agency decision.

ARTICLE 20. INVESTIGATIONS OF MISHAPS AND CLOSE CALLS

In the case of a mishap during the process of supplying services or other activities in the performance of this Agreement, NASA and Partner agree to provide assistance to each other in the conduct of any investigation. In the event that Partner processing results in a NASA mishap, Partner agrees to comply with NPR 8621.1, NASA Procedural Requirements for Mishap and Close Call Reporting, Investigating, and Recordkeeping, and NASA KSC safety policies, as appropriate.

ARTICLE 21. MODIFICATIONS

Any modification to this Agreement shall be executed, in writing, and signed by an authorized representative of NASA and the Partner.

ARTICLE 22. ASSIGNMENT

Neither this Agreement nor any interest arising under it will be assigned by the Partner or NASA without the express written consent of the officials executing, or successors, or higher-level officials possessing original or delegated authority to execute this Agreement.

ARTICLE 23. APPLICABLE LAW

U.S. Federal law governs this Agreement for all purposes, including, but not limited to, determining the validity of the Agreement, the meaning of its provisions, and the rights, obligations and remedies of the Parties.

ARTICLE 24. INDEPENDENT RELATIONSHIP

This Agreement is not intended to constitute, create, give effect to or otherwise recognize a joint

venture, partnership, or formal business organization, or agency agreement of any kind, and the rights and obligations of the Parties shall be only those expressly set forth herein.

ARTICLE 25. LOAN OF GOVERNMENT PROPERTY

In addition to submitting a KSC Form 50-202, the parties shall enter into a NASA Form 893, Loan of NASA Equipment, for NASA equipment loaned to the Partner.

26. SIGNATORY AUTHORITY

The signatories to this Agreement covenant and warrant that they have authority to execute this Agreement. By signing below, the undersigned agrees to the above terms and conditions.

NATIONAL AERONAUTICS AND SPACE SPACE EXPLORATION TECHNOLOGIES ADMINISTRATION CORPORATION JOHN F. KENNEDY SPACE CENTER

Kennedy Space Center, FL 32899

Nancy P. Bray
Director, Spaceport Integration and Services
Mail Code: SI
Kennedy Space Center, FL 32899-0001
Frank DiBello
President
SPFL M6-0306
Room 9030

DATE: 12 14 2017 DATE: 12 10 17

Exhibit A TASK ORDER REQUEST

Task Order Request					
Submit form to: KSC-T	ASK-ORDER-F	REQU	ESTS@	mail.nasa.gov	
Services/Support Authorization From: Commercial Space Launch Act (CSLA) Subagreement	Services/Suppor				
☐Enhanoed Use Lease (EUL.) / Use Permit ☐Space Act Agreement (SAA) ☐Other	NASA/Kennedy Agreement Number:				
Mission: (If applicable)		Need	Date	Control Number (to be com	pleted by NASA)
TECHNI	CAL POINT O	F CO	NTACT		
Perfording a control and a control of the control o	Phone Number		Email Add	lress	etinam i kuri ez-etini ili dikontitu mara prazir eti
Authorized Requester (Print Name)					Date of Request
Description of Desired Services/Support:					
, .					
KSC FORM 50-202 NS 09/14 (1.1) PREVIOUS EDITIONS ARE	OBSOLETE. Valid	late pri	or to use.	Submit by Emai	NRRS 1/8.B Page 1 of 2

NRRS 1/8.B Page 2 of 2

Task Order Request				
Services/Support Authorization From: Commercial Spape Launch Act (CSLA) Subagreement Enhanced Use Lease (EUL) / Use Permit Space Act Agreement (SAA)	Services/Support Provided to: (Partner Name) NASA/Kennedy Agreement Number:			
Mission: (If applicable)		Need Date	Control Number (to be con	npleted by NASA)
TO BE Services/Support Offered:	COMPLETE	BY NASA		
Proposed Schedule				
Estimated Cost				Funds Available?
NASA Project Engineer (Print Name)	NASA Project Eng	ineer <i>(Email Addre</i>	263)	Phone Number
NASA Approver (Print Name)	NASA Ap prover (S	ignature)		Date
Partner Concurrence (Print Name)	Partner Concurren	ce (Signature)		Date
SC FORM 50-202 NS 09/14 (1.1) PREVIOUS EDITIONS ARE	OBSOLETE, Valid	ate prior to use.		NRRS 1/8.

17 of 40

Exhibit B REIMBURSABLE SUPPORT SERVICES

Commodity/Service	Service Level
*Communications Services	Establish point-to-point communication circuits from demarcation point to available communication services, as requested, utilizing excess Government resources.
	Partner may pay for adding infrastructure to the communication duct system as required. Partner must pay for the installation and maintenance required on the cable.
	Communication circuit maintenance (per month cost) is provided as a recurring Information Technology service utility in accordance with this Agreement's Responsibilities and Financial Obligations Articles.
Launch Telemetry and Communication Services	Services operated by the NASA Launch Services Program (KSC & VAFB), including the NASA telemetry lab, Mission Director's Center, Launch Vehicle Data Centers, and other communications services or connectivity. This does not include use of Communication Security or Tracking and Data Relay Satellite System equipment.
*Locksmith	Provide cores on external doors and fire panels. Partner shall procure commercial locksmith services for lock cores not required by KSC for emergency/fire access.
Janitorial	Specialized cleaning services (i.e., cleanroom services)
KSC Institutional and Operational Support	Technical shop and laboratory support, operational support, launch imagery products and analysis, telemetry, heavy equipment (e.g., forklifts, cranes, KAMAGs, Crawler/Transporter), transportation, permitting, meteorological support, site planning, technical training, and other services as deemed appropriate by NASA on a case-by-case basis.
*Police/Fire/EMS	Dedicated fire or security support (e.g., facility access control, road closures, armed guards, dedicated in-district/in-station fire support, on-Center security escorts).
Propellants and Propellants Services	Ordering, receiving, storage, maintenance, and delivery of propellants, pressurants (such as gaseous helium (GHe), gaseous nitrogen (GN2), liquid hydrogen (LH2), liquid oxygen (LO2), liquid nitrogen (LN2), hypergolic fuels/oxidizers, and certain specialty gases and solvents), and equipment; related ancillary laboratory support services; and Partner's use of propellant servicing areas or capabilities (e.g., Universal Propellant Servicing System).
	KSC may provide hypergolic fuels and standard decontamination services for hypergol storage cylinders, hoses, and select components.
	Partner will provide anticipated short-term propellants and pressurants usage forecasts and other technical data, as necessary for NASA to provide support.

Commodity/Service	Service Level
Life Support	Staging, maintenance, and inspection of life support equipment, which can include Self-Contained Atmospheric Protective Ensemble (SCAPE), Emergency Life Support Apparatus, Self-Contained Breathing Apparatus, or other respiratory equipment.
*Ordnance Storage and Transport	Receiving, transportation, and storage of ordnance on KSC.
Occupational Medicine and Environmental Health	Supply of Occupational Health Facility services during normal KSC operational hours in support of certifications (e.g., SCAPE), as well as Environmental Health Services such as industrial hygiene and radiation safety consultation.
Safety and Engineering	Design and development of facility/vehicle ground and flight systems, evaluation, documentation, analysis, test procedures, launch procedures, and operational procedures.
Component Cleaning, Calibration, and Testing	Calibration and certification of commercial devices and proof loading of handling/lifting fixtures. Nondestructive evaluation, chemical sampling and analysis, and precision cleaning and refurbishment.
*Spill Cleanup	Remediation of spills on pervious and impervious surfaces, confirmation sampling, and reporting.
Regulated Waste	Regulated Waste – hypergolic: hypergolic waste sampling, characterization, and disposal. Regulated Waste – other: waste sampling, characterization, and disposal. Regulated wastes include, but are not limited to, hazardous waste, ordnance waste, nonhazardous industrial waste, biomedical waste, asbestos waste, industrial wastewater, polychlorinated biphenyl waste, etc. Hazardous wastes shall be manifested, shipped, and disposed of under Partner's Environmental Protection Agency hazardous waste generator identification number. Service will be evaluated on a case-by-case basis and may be available depending on specialization of service request.
*Discharge Approval (Nondomestic Wastewater)	Review, coordinate, and obtain approval from the U.S. Air Force/45th Space Wing for Partner's request to discharge nondomestic wastewater into the KSC/Cape Canaveral Air Force Station sewer system.

Commodity/Service	Service Level
Environmental Support	Consultations, sampling, monitoring, regulatory reporting, environmental assessments.
Guest and Media Support Services	Launch viewing and special event sites and associated support services (e.g., logistics, audiovisual) in accordance with this Agreement's Special Considerations for Guest and Media Support Services Exhibit.

^{*}These services must be obtained from NASA even if commercially available.

Exhibit C SPECIAL CONSIDERATIONS FOR GUEST AND MEDIA SUPPORT SERVICES

The following requirements apply to guest and media support services:

- A. Partner shall coordinate with NASA's Communication and Public Engagement directorate, Outreach and Communication Offices, on the desired use of date, location, requested KSC contractor services, excluding food services, and the number of planned guests and media 45 days prior to planned activity or as soon as known.
- B. Partner shall notify and coordinate directly with KSC's on-site contractor for access to facilities and communication feeds required for the transmission of signal from mission control to KSC facilities to enable mission coverage for media and guests at KSC launch viewing sites 45 days prior to the planned activity date (where applicable).
- C. Partner shall submit to designated NASA Outreach Office and Protective Services points of contact, for approval, an Integrated Guest Operations and Communications Plan, including a Security Plan for each activity 45 days in advance of the planned activity date.
- D. Partner shall submit to NASA Outreach Office and Protective Services points of contact an integrated list of foreign national guests and foreign national media with required supporting information, in accordance with NASA policy, 45 days in advance of planned activity date.
- E. Partner shall make advance payment to NASA for the estimated cost of each activity 30 days in advance of planned activity date.
- F. Partner shall submit any updated required documentation (Guest list [including media with both foreign national and U.S. citizens] at each viewing site; updated Integrated Guest Operations and Communications Plan for each activity; updates to viewing site(s) logistics to allow time for implementation; list of bus/foreign national escorts; security points of contact for viewing site(s)) and complete requirements coordination for final site approval 10 business days prior to the planned activity date.
- G. Partner shall notify and coordinate directly with KSC's Food Service and Visitor Complex Concessioners for requirements provided by those entities responsible for non-NASA-controlled property (e.g., catering) where applicable. Payment terms and cost estimates for Concessioner-provided services are negotiated directly between Partner and respective Concessioner unless otherwise agreed to in estimate provided to Partner.
- H. Partner shall notify the NASA KSC Legislative Affairs Office via the Legislative Affairs Office point of contact of any elected officials being escorted onto KSC property for launch viewing, special event purposes, or any other purposes.
- I. Partner shall adhere to all NASA policies and regulations, including, but not limited to, those pertaining to alcohol on KSC.
- J. NASA will collaborate with Partner on joint launch viewing of NASA missions and special events, and provide support services on a reimbursable basis to include development of an Integrated Guest Operations and Communications Plan for each event.

K. For collabrative efforts, Partner shall not invite or approve any media for entry into, or use of, KSC launch viewing or special event sites without prior approval of NASA.

For additional information regarding guest and media support, please contact:

Outreach Office

Rebecca Lewis Mail Code: PX-O

Kennedy Space Center, FL 32899-0001

Phone:321-867-4053

Rebecca.L.Lewis@nasa.gov

Protective Services

Richard Hewitt Mail Code: SI-P

Kennedy Space Center, FL 32899-0001

Phone: 321-867-4612

Richard.Hewitt-1@nasa.gov

Communication Office

Kathleen H. Ellis Mail Code: PX-C

Kennedy Space Center, FL 32899-0001

Phone: 321-867-1973 Kathleen.H.Ellis@nasa.gov

Tina Delahunty Mail Code: SI-P

Kennedy Space Center, FL 32899-0001

Phone: 321-867-3183 Tina.Delahunty@nasa.gov

Legislative Affairs Office

Trey Carlson Mail Code: AD

Kennedy Space Center, FL 32899-0001

Phone: 321-867-5451 Trey.Carlson-1@nasa.gov

Exhibit D COMPLIANCE WITH ENVIRONMENTAL REQUIREMENTS

1. Definitions

As used in this Agreement, "Environmental Law" shall mean all applicable Federal, state, and local environmental laws, statutes, ordinances, regulations, rules, judicial and administrative orders, and decrees issued by governmental agencies (including, but not limited to, the United States Environmental Protection Agency, United States Department of Transportation, United States Occupational Safety and Health Administration, United States Nuclear Regulatory Commission, and Florida Department of Environmental Protection), existing now or later adopted during the term of this Agreement.

As used in this Agreement, "Hazardous Material" shall mean any hazardous material, hazardous substance, or hazardous waste as defined under Environmental Law.

As used in this Agreement, "Regulated Waste" shall mean nonmunicipal solid waste of which the management and/or disposal are regulated by Environmental Law or the release of the waste to the environment (either on or off KSC) would require remediation by Environmental Law or by the NASA KSC Resource Conservation and Recovery Act hazardous waste operating permit. Examples include hazardous waste, nonhazardous industrial waste, biomedical waste, asbestos waste, industrial wastewater, propellant waste, ordnance waste, polychlorinated biphenyl waste, and radioactive waste.

As used in this Agreement, "Environmental Permit" shall mean environmental permit, license, registration, authorization, clearance, or regulatory agency approval.

As used in this Agreement, "**Permit Application**" shall mean permit application forms and supporting documentation, Notice of Intent forms and supporting documentation, registration forms, license forms, or other regulatory approval requests.

As used in this Agreement, "Natural Resource Permits" shall mean Environmental Resource Permits issued by the Florida Department of Environmental Protection (FDEP) or St. Johns River Water Management District under Florida Administrative Code, Chapters 40C and 62, and permits issued by the United States Army Corps of Engineers under Section 404 of the Clean Water Act.

As used in this Agreement, "Partner Entities" shall mean all employees, consultants, developers, contractors, subcontractors, tenants, or other entities performing, managing, or directing work for Partner.

2. General Compliance and Permitting

- A. Unless otherwise stated in this Agreement or an Annex, Partner is solely responsible for all environmental compliance and permitting requirements, at Partner's expense, associated with:
 - 1. Services and work performed by NASA contractors and/or NASA personnel for Partner under this Agreement regardless of location;

- NASA-owned equipment deployed to Partner sites to support Partner activities and
 operations, regardless of whether the equipment is used, controlled, maintained, repaired,
 serviced, fueled, or operated by Partner personnel or by NASA contractors;
- 3. Facilities, infrastructure, and equipment used by NASA contractors to accomplish services requested by Partner under this Agreement; and
- 4. Regulated Waste generated by NASA contractors while accomplishing the services requested by Partner under this Agreement, regardless of location.
- B. Partner shall ensure that all environmental compliance requirements in this Exhibit are communicated to all NASA contractors performing services for Partner under this Agreement and to all Partner Entities. In accordance with this Agreement's Liability and Risk of Loss Article, Partner shall be liable for any environmental contamination and any noncompliance with Environmental Law (including all associated penalties and/or fines) associated with the performance of services under this Agreement.
- C. When performing services for Partner under this Agreement, NASA contractors' compliance with Environmental Law, applicable Environmental Permit terms and conditions, and contract requirements shall be at Partner's expense.
- D. If the services performed under this Agreement cause an environmental compliance concern, a noncompliance situation, or compliance status change for NASA, Partner shall take measures to remedy the situation by working with the NASA to change operations to avoid/prevent the noncompliance situation or by requesting a modification to the impacted NASA Environmental Permit or infrastructure to accommodate the activities. If formal enforcement actions are taken against NASA for environmental violations due to services provided under this Agreement, Partner shall reimburse NASA for any fines or penalties assessed.
- E. If an Environmental Permit is required to execute the services performed under this Agreement, the Partner shall be responsible for obtaining the Environmental Permit at Partner's expense. When required by law or regulation, NASA may sign Permit Applications as the land owner or utility system owner. Partner shall submit courtesy copies of all submitted Permit Applications to the NASA Environmental Assurance Branch (EAB) within 5 working days after submission to the regulatory agency. Partner shall submit courtesy copies of all Environmental Permits to the NASA EAB within 5 working days after receipt from the regulatory agency. Partner shall ensure that all operations, activities, equipment, and facilities are in full compliance with all Environmental Permit terms and conditions. Upon termination of this Agreement, Partner shall cancel all Environmental Permits.
- F. In certain instances, NASA may allow Partner to modify an existing NASA-held Environmental Permit to execute the services performed under this Agreement or allow Partner's activity to be covered under an existing NASA permit. If both NASA and Partner agree to this arrangement, Partner shall prepare the required Permit Application at Partner's expense; submit the Permit Application to the NASA EAB for review, approval, and processing with the regulatory agency; and pay any application or registration fee directly to the regulatory agency. Partner shall assist NASA in obtaining the Environmental Permit

modification by preparing and assisting with responses to regulatory agency questions, preparing formal responses to regulatory agency Requests for Additional Information, preparing briefings, and attending meetings at Partner's expense. Once the Environmental Permit modification is obtained, Partner shall ensure that all construction, operations, activities, and facilities are in compliance with all Environmental Permit terms and conditions, which may include conducting inspections, performing sampling/testing, maintaining records, performing facility/infrastructure maintenance or repair, and preparing operating reports at Partner's expense. Partner shall prepare all required regulatory reports/data at Partner's expense and submit them to the NASA EAB for submission to the regulatory agency. All communication and interface with regulatory agencies regarding activities conducted under a NASA-held Environmental Permit must be coordinated through and performed by the NASA EAB. Partner shall be responsible for immediately correcting all violations, findings, and deficiencies identified by a regulatory agency or NASA at Partner's expense. Partner shall provide copies of all records required by or used to demonstrate compliance with all Environmental Permits to the NASA EAB. NASA will decide whether to modify the Environmental Permit to remove Partner's coverage or activity. If the Environmental Permit is to be modified, Partner shall prepare the required Permit Application at Partner's expense; submit the Permit Application to the NASA EAB for processing with the regulatory agency; pay any application or registration fee directly to the regulatory agency; and assist NASA in obtaining the Environmental Permit modification.

3. KSC Environmental Checklists and National Environmental Policy Act (NEPA)

- A. NASA may require additional information about the services requested on the KSC Form 50-202 to evaluate the compliance, permitting, or NEPA requirements associated with the work. When requested by NASA, Partner shall provide requested information and completed KSC Environmental Checklists (KSC Form 21-608) to the NASA Environmental Management Branch (EMB) for evaluation. Projects, activities, and circumstances that typically require KSC Environmental Checklists include:
 - 1. Services that generate Regulated Waste, involve air emissions, impact existing NASA-held permits, or involve the deployment of NASA-owned equipment;
 - 2. Facility construction, demolition, or modification projects (major or minor);
 - 3. Excavations, land clearing, vegetation removal, or grading:
 - 4. Installing new impervious surface, removing existing impervious surface, or changing the permeability of existing pervious surface;
 - 5. Connecting, disconnecting, or modifying the configuration or operation of a NASA-owned system, facility, utility, or stormwater management system; and
 - 6. Changes in site operations, activities, facility operator, occupant, or tenant.
- B. Partner shall comply with all the environmental requirements and direction provided by the NASA EMB in the subsequent Record of Environmental Consideration (REC) response.
- C. If required in the REC, Partner is responsible for funding and completing required environmental assessments; NEPA documentation; National Historic Preservation Act

documentation; and environmental mitigation measures for the services performed under this Agreement.

4. Historical and Cultural Resources

Partner 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. In the event such items are discovered when performing services for Partner under this Agreement, Partner shall cease its activities, immediately notify the NASA EMB, and protect the site from further disturbance until the NASA EMB gives clearance to proceed. Any costs resulting from this delay shall be the responsibility of Partner. Any known "artifacts" associated with the facility will be removed before modification/demolition and processed through the General Services Administration Portal. Partner shall comply with requirements outlined in the most recent Programmatic Agreement between NASA KSC, Federal Advisory Council on Historic Preservation, and the Florida State Historic Preservation Office regarding management of historic properties at KSC (KCA-4185).

5. Regulated Waste Management and Disposal

Partner shall be responsible for all Regulated Wastes generated by NASA contractors during the performance of services for Partner under this Agreement, regardless of whether the Regulated Wastes were generated at Partner work sites/facilities or at NASA contractor work sites/facilities. Unless stated in this Agreement or an Annex, NASA contractors will not provide Regulated Waste management and disposal services to Partner. Partner shall make separate arrangements for the proper storage, sampling, characterization, manifesting, shipping, and disposal of those Regulated Wastes in accordance with Environmental Law at Partner's expense. Hazardous wastes shall be manifested, shipped, and disposed of under a Partner United States Environmental Protection Agency hazardous waste generator identification number.

6. Spill Reporting and Cleanup

- A. Partner shall be responsible for all costs associated with the reporting and cleanup of spills and unpermitted releases of Hazardous Materials that occur during the performance of services for Partner under this Agreement, regardless of whether the spill or release occurs at Partner work sites/facilities or at NASA contractor work sites/facilities.
- B. For spills and unpermitted releases of Hazardous Materials occurring during performance of services for Partner under this Agreement, the NASA contractor will notify NASA and submit reporting forms in accordance with Kennedy NASA Procedural Requirements 8500.1 (KSC Environmental Requirements) at Partner's expense. NASA will perform any required reporting to off-site authorities, such as the National Response Center, State of Florida Watch Office, and Florida Department of Environmental Protection. NASA will perform the cleanup and prepare cleanup reports at Partner's expense.
- C. All spills shall be cleaned up to state of Florida residential standards unless approved in writing by the NASA EAB.

- D. Partner shall be responsible for off-site shipment and disposal of all cleanup waste and contaminated environmental media in accordance with paragraph 5 above.
- E. The liability of Partner under this Exhibit of this Agreement shall survive the termination of this Agreement with respect to acts or omissions that occur before such termination.

7. Air Emissions Compliance

- A. NASA holds a facility-wide Federal Clean Air Act Title V Air Operation Permit issued by the FDEP that governs air emissions from hundreds of NASA-owned regulated and insignificant emission sources and activities across KSC and Cape Canaveral Air Force Station. The NASA EAB will provide a copy of the latest version of this permit to Partner upon request.
- B. If NASA-owned equipment is deployed to Partner sites or used by NASA contractors at other locations to perform services under this Agreement, Partner shall be responsible for complying with all air emission compliance requirements (such as recordkeeping, maintenance, testing, use restrictions, emissions limits, permitting, etc.) levied by the NASA EAB in the REC at Partner's expense. If Partner opts to have NASA's contractor execute these requirements, such costs shall be documented in the applicable Annex. If Partner's proposed or actual use of NASA-owned equipment triggers an air emissions permitting action, Partner shall coordinate with the NASA EAB to discuss the approach, alternatives, and requirements. If NASA agrees to modify the NASA KSC Title V Air Operation Permit, Partner shall be responsible for completing the permitting action and meeting all compliance requirements in accordance with paragraph 2.F. at Partner's expense. Otherwise, Partner may be required to obtain and manage its own separate air emissions permit for the use of NASA's equipment in accordance with paragraph 2.E. at Partner's expense. These requirements apply regardless of whether the equipment is used, managed, controlled, maintained, repaired, serviced, fueled, or operated by Partner personnel or by NASA contractors.
- C. If Partner or NASA contractors performing services for Partner under this Agreement generate air emissions at existing emission sources (such as paint booths, vent hoods, scrubbers, backup power generators, etc.) covered under the NASA KSC Title V Air Operation Permit, the NASA EAB shall preapprove the work to ensure that the Partner's proposed activities and air emissions will not violate permit conditions, limit NASA's operational flexibility, require a permit modification, or subject NASA to undue compliance liability. If approved, Partner is responsible for ensuring that its work activities comply with all air emission compliance requirements (such as recordkeeping, maintenance, testing, use limitations, permitting, etc.) levied by the NASA EAB in the REC at Partner's expense. If Partner opts to have NASA's contractor execute these requirements, such costs shall be documented in the Annex. If a permitting action is required and NASA agrees to modify the NASA KSC Title V Air Operation Permit, Partner shall execute the permitting action and meet all compliance requirements in accordance with paragraph 2.F. at Partner's expense.

8. Stormwater and Natural Resource Permitting

If Partner receives notice that services performed by NASA contractors for Partner under this Agreement impact an existing NASA stormwater system or permit, impacts an existing Natural Resource Permit, requires a new stormwater management system and permit, or requires a new Natural Resource Permit, Partner shall meet with the NASA EAB to discuss the approach, alternatives, and requirements. Partner shall be responsible for complying with all requirements levied by the NASA EAB in the REC at Partner's expense. If Partner opts to have NASA's contractor execute these requirements, such costs shall be documented in the Annex. Partner shall be responsible for executing any permitting actions in accordance with paragraphs 2.E. or 2.F. at Partner's expense.

9. Spill Prevention, Control, and Countermeasures (SPCC)

If NASA-owned SPCC-regulated oil storage containers or oil-filled equipment is deployed to Partner sites or dedicated to Partner operations for at least 6 consecutive months as a part of the services provided under this Agreement, NASA will develop and maintain site-specific SPCC plans for those items at Partner's expense. Such costs shall be documented in the Annex that authorizes the service. Partner shall comply with all NASA SPCC plan requirements and allow NASA contractors access to conduct inspections and perform maintenance/repairs necessary to maintain SPCC compliance at Partner's expense.

10. NASA Reviews

Partner shall allow NASA personnel full access to conduct reviews of all facilities, systems, equipment, records, and wastes to ensure compliance with the environmental requirements outlined in this Exhibit. Partner shall attend all reviews. Partner shall immediately correct findings and deficiencies identified during a review at Partner's expense and deliver corrective action responses to NASA by the due date in the post review letter.

11. Continuing Liability

In accordance with this Agreement's Liability and Risk of Loss Article, this environmental Exhibit shall survive the termination of this Agreement with respect to any damage, bodily or personal injury, illness, or death occurring prior to such termination. This environmental Exhibit shall survive the termination of this Agreement with respect to any environmental noncompliance condition(s) identified (before or after termination of this Agreement) by NASA KSC; Federal, state, or local regulatory authorities; or Partner and shall continue until such noncompliance condition is fully mitigated, remediated, abated, or otherwise remedied to the satisfaction of NASA KSC and Federal, state, or local regulatory authorities with an interest in the noncompliance condition.

Exhibit E IT SCHEDULE AND MILESTONES

<u>SCHEDULE</u> <u>MILESTONE</u>

Partner to establish an independent communications and IT distribution infrastructure for Exploration Park.

No Later Than Dec. 2018

NASA will terminate circuit(s) extended from KSC Commercial ISP to Exploration Park.

No Later Than Jan. 2019

Exhibit F DEMARCATIONS

- 1) NASA's O&M responsibilities are identified by these telecommunication demarcation points at Exploration Park:
 - a) Communications Fiber Optic Terminal #18 (FOT-018) at North Property Boundary on Range Road and within the SLSL Communications Room 151.
 - b) The first two Communication Maintenance Holes (MH) leaving M6-1025, Space Life Sciences Lab known as MH-62B and MH-62A have NASA locked covers that require NASA Communications contractor coordination for access control and conduit duct assignments. Duct improvements will be required when new cables are routed by others to prevent damage to existing cables during future cable expansion activities. Duct availability and improvements are managed by NASA IT & Communications Services, IT-D2. Reference Communication Maintenance Hole Map
 - c) Water- The water distribution system up to, and including the following backflow preventers:
 - M6-1025 (Space Life Sciences Lab)
 - Exploration Park, Phase 2
 - Any future backflow preventers for new service in Exploration Park, Phase 1
 - d) Wastewater At the discharge of each of the new lift stations.
 - Flushing Stations will only be utilized during construction phase and will be disabled by Partner after completion of construction. Flushing station is Partner's responsibility.
- 2) NASA's O&M responsibilities are identified by these demarcation points at SLSL, Building (M6-1025)
 - a) Communications: Communications Room 151, Fiber Optic Terminal #111 (FOT-111) and Main copper Distribution Frame #110 (MDF-110)
 - b) The equipment located in Room 151, Rack 4.1 and Rack 4.2 provides service convenience for NASA to deliver Data services and T1 services to self. Rack 4.1 supports NASA internal network services for Kennedy Complex Control System power metering and Electronic Security System Access Control for SLSL. Rack 4.2, T1 Multiplexer provides convenient T1 circuit support from Exploration Park tenets to deliver required 911 location information for emergency services.
 - c) Other equipment located in Room 151, on the wall is the Broadband Cable Distribution System (BCDS) amplifier as the demarcation for NASA cable television service.
 - d) KSC local Paging and Area Warning System (PAWS) demarcation are circuits ending on MDF-110.

COMMUNICATION MAINTENANCE HOLES MAP



Exhibit G

COORDINATION OF OPERATIONS ON THE PREMISES

COORDINATION OF OPERATIONS ON THE PREMISES

NASA manages the Spaceport Integrated Master Schedule (SIMS) to coordinate maintenance tasks, track resources, major hazards, and other relevant information throughout KSC. Partner shall participate in the SIMS process including meetings and information exchange in order to provide the following required information:

- Launch, landing, and/or recovery operations
- Major operations testing (e.g., wet dress rehearsal, launch abort testing, static fire operations)
- Advise when planning use of cryogenic fuels (does not include LOX), hypergolic materials, or ammonia fluids requiring a 50 ft. or greater safety clear
- Advise when planning ordnance, explosives, or solid propellant operations requiring a 50 ft. or greater safety clear
- Nuclear materials operations
- Unmanned aircraft systems operations over areas outside the Premises
- Operations utilizing Class III and IV lasers, unless hazards are confined to a specific location within a facility or facility boundary
- Specific routing of flight hardware or significant science arriving on, transiting through, or departing from KSC with air quality concerns or restrictions, or which require permitting; including movement of any load that exceeds KSC road/bridge width or weight restrictions
- Instances of documented increased facility air quality restrictions
- Operations that require large-volume-usage of the NASA nitrogen and helium pipelines as described by the following:
 - o Low pressure gaseous nitrogen (GN2) Any use
 - High pressure GN2 any additional flows of 1,000 standard cubic feet per minute are required for more than 1 hour or any time pressures greater than 4,200 pounds per square inch gage (psig) are required.
 - O Gaseous Helium (GHe) any time there is a requirement to take more than 50,000 standard cubic feet (scf), or any time pressure is required above 4,500 psig.
- Roadblocks or road closures on KSC
- Operations that require one of the FAA-defined restricted airspace designations (R2932, R2933, R2934) to be called up for use
- Construction activities or large construction equipment/material moves that could reasonably be anticipated to impact spaceport users' operations
- Significant spaceport user-identified milestones associated with operations (e.g., facility readiness to support operations, award of certificate of occupancy, or major ground system acceptance/activation)
- Operations requiring radio frequency (RF) silence or RF restrictions
- Public affairs/media events that could reasonably be anticipated to impact spaceport users' operations

• Other operations or events that could potentially create adverse impacts to spaceport users (e.g., large quantity FireX flows in excess of 10 gallons per minute and/or flushing operations using potable water, any water tower fills, large electrical loading/power usage, non-standard or off-nominal infrastructure usage/modification).

NASA and Partner will establish a process to communicate relevant real-time information in regards to emergent problems that affect each other. NASA will manage the prioritization of shared assets and resolution of real-time resource conflicts if applicable. Real-time coordination during operations which impact or could reasonably be anticipated to impact KSC operations outside the Premises shall be done through the JSTC (or KSC Duty Office) at 321-861-5464. This shall include, for example, start/stop notifications of major hazardous operations and any significant real-time deviations from the published integrated schedule, provided they impact or could reasonably be anticipated to impact KSC operations outside the Premises.

Policies Relating to Operations

Use of ionizing or nonionizing radiation sources on NASA shall be in compliance with Kennedy NASA Procedural Requirements (KNPR) 1860.1 and KNPR 1860.2 and coordinated with Industrial Health via the NASA Technical Point of Contact.

Partner shall work with the Technical Point of Contact in Article 18 to obtain (a) hot – work permits at least twenty – four (24) hours prior to performing any welding, cutting, torching or similar open flame work, and (b) permits for excavation/drilling, confined space entry, facility closure/obstruction and high voltage electrical work, in each case before any such work commences.

To ensure Partner maintains a hot work program, KSC Fire Prevention can issue a 30 day hot work permit to the Partner safety manager for the entire Partner complex (along with training in Hot work accordance with NFPA 51B) and every 30 days spot check hot work areas and reissue the permit for an additional 30 days. For areas that are permanently established and arranged to conduct hot work, KSC Fire Prevention will perform an initial inspection and issue a permanent hot work for that area. Partners will ensure compliance with OSHA Regulations and with NFPA 51B Standard for Fire Prevention during Welding, Cutting, and Other Hot Work 2014 Edition and Hot Work Permitting will be performed by KSC Fire Prevention.

To ensure compatibility with the NASA KSC Electromagnetic Environmental Effects Working Group, prior to initial operation of any RF transmitter Partner shall coordinate with the NASA Technical POC identified in Exhibit I to obtain a KSC Radio Frequency (RF) Authorization for all radio frequency transmitters. NASA KSC will endeavor to provide transmitter authorization within two (2) weeks after receipt of all required data.

Partner will be responsible for ensuring all Unmanned Aerial Systems (UAS) conducting flight operations within the partner's perimeter meet flight safety standards which have been approved by both NASA KSC and the 45th Space Wing. The Partner will not be responsible for ensuring airworthiness of aircraft built by, sponsored by, or contracted to NASA, or are already FAA certified airworthy, and NASA will not be responsible for the Partner's aircraft airworthiness

certification. NASA reserves the right to review the Partner's process, flight plan, and rationale before commencing flight operations, and restrict UAS flight operations as appropriate. When operating within Special Use Airspace, Partner must satisfy requirements of the operator of that airspace, the U.S. Air Force 45th Space Wing.

Partner shall follow all NASA policies and procedures for badging and escorting Foreign Nationals requiring access to KSC (KNPR1600.1, KDP-KSC-P-3722 and KDP-KSC-P-3717).

Utilities and Spaceport Operations and Integrated Support

ANNEX NO.1 BETWEEN

THE NATIONAL AERONAUTICS AND SPACE ADMINISTRATION JOHN F. KENNEDY SPACE CENTER

AND SPACE FLORIDA (SPFL) AN INDEPENDENT SPECIAL DISTRICT OF THE STATE OF FLORIDA

UNDER SPACE ACT UMBRELLA AGREEMENT NO. KCA-4548, DATED AUGUST 30, 2017

ARTICLE 1. PURPOSE

This Annex shall be for the purpose of NASA KSC providing SPFL utilities and Spaceport operations and integration support.

ARTICLE 2. RESPONSIBILITIES

A. SPFL will:

- 1. Reimburse NASA in accordance with the NASA KSC cost estimate for services to be provided.
- 2. Forward advance payments to NASA in accordance with its Umbrella Agreement.
- 3. Reimburse NASA for recurring utilities provided through NASA KSC's existing distribution system in accordance with the Umbrella Agreement's Financial Obligations Article. Such utilities include, but are not limited to, electricity, water, sewer and natural gas.
- 4. Reimburse NASA for costs associated with Spaceport Operations and Integration, specifically providing a primary interface to the Partner and Spaceport Integrated Master Scheduling Office support, in accordance with the Umbrella Agreement's Financial Obligations Article.

B. NASA KSC will use reasonable efforts to:

- 1. Provide SPFL the services set forth in Article 1 on a non-interference basis.
- 2. Provide Partner with recurring utilities that utilize NASA KSC's existing distribution system. NASA, in its sole discretion, may make changes to the utility service estimate to recover the full costs of such services; and such changes will be deemed conclusive and are not subject to legal claim, judicial review, or other appeal. NASA will provide Partner with an annual notice of utility service estimates, including notice of any adjustments to such estimates. Such notice will be provided on the NASA Form KSC 50-202. NASA will initiate the form and provide it to the Partner to facilitate scheduling of advance quarterly deposits to NASA for the estimated costs.

3. Provide Partner with the KSC integration services set forth in Subparagraph A.4. of this Article. NASA, in its sole discretion, may make changes to the rate for such services to recover the full costs of such services; and such changes will be deemed conclusive and are not subject to legal claim, judicial review, or other appeal. NASA will provide Partner with notice of any changes in the integration services rate. Such notice will be provided utilizing the NASA Form KSC 50-202. NASA will initiate the form and provide it to the Partner to facilitate scheduling of advance quarterly deposits to NASA for the estimated costs.

ARTICLE 3. FINANCIAL OBLIGATIONS

SPFL agrees to reimburse NASA an estimated cost of \$8,322,361 for NASA to carry out its responsibilities under this Annex. Each payment shall be marked with Kennedy Space Center KCA-4548 and Annex number.

ARTICLE 4. INTELLECTUAL PROPERTY RIGHTS - DATA RIGHTS

Data produced under this Annex which is subject to paragraph C. of the Intellectual Property Rights - Data Rights Article of the Umbrella Agreement will be protected for the period of one (1) year.

ARTICLE 5. TERM OF ANNEX

This Annex becomes effective upon the date of the last signature below ("Effective Date") and shall remain in effect until the completion of all obligations of both Parties hereto, or five years from the Effective Date, whichever comes first, unless such term exceeds the duration of the Umbrella Agreement. The term of this Annex shall not exceed the term of the Umbrella Agreement. The Annex automatically expires upon the expiration of the Umbrella Agreement.

ARTICLE 6. RIGHT TO TERMINATE

Either Party may unilaterally terminate this Annex by providing thirty (30) calendar days written notice to the other Party.

ARTICLE 7. POINTS OF CONTACT

The following personnel are designated as the Points of Contact between the Parties in the performance of this Annex.

Technical Points of Contact

NASA John F. Kennedy Space Center Space Florida

John Graves

Customer Services Advocate (SLF, Exploration Manager, Contract Compliance

Park, SLSL)

Spaceport Integration and Services

Mail Code: SI-I1-A

Kennedy Space Center, FL 32899

Phone: 321-867-5124

John.A.Graves@nasa.gov

Desiree Mayfield

Mail Stop: M6-0306

Building M6-0306, Room 9030 Kennedy Space Center, FL 32899

Phone: 321-730-5301 x237 DMayfield@SpaceFlorida.gov

Michael Bruder Customer Services Advocate (C3PF, PCC,

SSMEPF)

Spaceport Integration and Services

Mail Code: SI-I1

Kennedy Space Center, FL 32899

Phone: 321-867-6035

Michael.D.Bruder@nasa.gov

ARTICLE 8. MODIFICATIONS

Any modification to this Annex shall be executed, in writing, and signed by an authorized representative of NASA and the Partner. Modification of an Annex does not modify the terms of the Umbrella Agreement.

ARTICLE 9. SIGNATORY AUTHORITY

The signatories to this Annex covenant and warrant that they have authority to execute this Annex. By signing below, the undersigned agrees to the above terms and conditions.

Nancy Bray

Director Spaceport Integration and Services

Mail Code: SI

Kennedy Space Center, FL 32899-0001

Eronk DiRollo

Frank DiBello President

SPFL M6-0306

Room 9030

Kennedy Space Center, FL 32899

DATE: 12 15 2017

ATE: 12/13

Point to Point Communication Circuits from Demarcation

Points to Available Communication Services

ANNEX BETWEEN THE NATIONAL AERONAUTICS AND SPACE ADMINISTRATION JOHN F. KENNEDY SPACE CENTER AND SPACE FLORIDA UNDER SPACE ACT UMBRELLA AGREEMENT NO. KCA-4548 (ANNEX NUMBER 2)

ARTICLE 1. PURPOSE

This Annex shall be for the purpose of NASA KSC providing point-to-point communication circuits from demarcation points at Space Florida's facilities to available communication services utilizing excess Government resources. The services include per-circuit installation, operation and maintenance, troubleshooting, and restoral costs, as well as circuit activations.

ARTICLE 2. RESPONSIBILITIES

A. Space Florida will:

- 1. Reimburse NASA in accordance with the NASA KSC cost estimate set forth in Article 3 for the services set forth herein.
- 2. Forward advance payments to NASA in accordance with the Umbrella Agreement.
- 3. Request and coordinate services appropriately via e-mail with adequate advance notice by authorized Space Florida requesters only as set forth on a separate NASA KSC Form 50-202, "Task Order Request" ("TOR") form. Such authorized requestors may be changed via bilateral modification of the TOR.

B. NASA KSC will use reasonable efforts to:

- 1. Provide Space Florida with per-circuit installation, operation, and maintenance services (which includes troubleshooting and restoral costs) for circuits mapped to Space Florida's facilities, Paging and Area Warning System (PAWS) service to Space Florida's facilities, and circuit activations as Space Florida requests.
- 2. Provide follow-up financial reports detailing the services previously provided and the associated cost.
- 3. Provide Space Florida with an annual estimate of services requested hereunder via issuance of a TOR. If such estimate will result in a change in scope or overall agreement value, NASA will work with the Partner to modify this Annex.

ARTICLE 3. FINANCIAL OBLIGATIONS

Space Florida agrees to reimburse NASA an estimated cost of \$157,570.67 for NASA to carry

out its responsibilities under this Annex. Space Florida shall mark each payment with Kennedy Space Center KCA-4548 and Annex number. Space Florida's first initial deposit of \$6,093.42 for FY18 Q2 is due to NASA within 10 days of this Annex's execution. SPFL will provide subsequent quarterly incremental deposits every March, June, September, and December no later than the last day of each month. KSC Office of the Chief Financial Officer will monitor the available funding total and will notify Space Florida of any impending need for additional funds.

ARTICLE 4. INTELLECTUAL PROPERTY RIGHTS - DATA RIGHTS

Data produced under this Annex which is subject to paragraph C. of the Intellectual Property Rights - Data Rights Article of the Umbrella Agreement will be protected for the period of one (1) year.

ARTICLE 5. TERM OF ANNEX

This Annex becomes effective upon the date of the last signature below ("Effective Date") and shall remain in effect until the completion of all obligations of both Parties hereto, or 5 years from the "Effective Data", whichever comes first, unless such term exceeds the duration of the Umbrella Agreement. The term of this Annex shall not exceed the term of the Umbrella Agreement. The Annex automatically expires upon the expiration of the Umbrella Agreement.

ARTICLE 6. RIGHT TO TERMINATE

Either Party may unilaterally terminate this Annex by providing thirty (30) calendar days written notice to the other Party.

ARTICLE 7. POINTS OF CONTACT

The following personnel are designated as the Points of Contact between the Parties in the performance of this Annex.

Technical Points of Contact

1	NASA	4 J	ohn :	F. K	Cenned	y S	pace	Center	

Spaceport Integration and Services

Mail Code: SI-I1

John Graves

Kennedy Space Center, FL 32899-0001

Phone: 321-867-5124 John.A.Graves@nasa.gov

Space Florida

Jim Kuzma

Senior Vice President and Chief Operations

Officer

505 Odyssey Way, Suite 300 Exploration Park, FL 32953 Phone: 321-730-5301 x247

JKuzma@spaceflorida.gov

ARTICLE 8. MODIFICATIONS

Any modification to this Annex shall be executed, in writing, and signed by an authorized representative of NASA and the Partner. Modification of an Annex does not modify the terms of the Umbrella Agreement.

ARTICLE 9. SIGNATORY AUTHORITY

The signatories to this Annex covenant and warrant that they have authority to execute this Annex. By signing below, the undersigned agrees to the above terms and conditions.

ROBYN
BY: MITCHELL
Date: 2017.12.20 15:35:26
Jean Flowers
Chief, Customer Services and
Integration Branch
Mail Code: SI-I1
Kennedy Space Center, FL 32899-0001

Denise Swanson
2018.01.18 12:26:18
BY:
Space Florida
505 Odyssey Way, Suite 300
Exploration Park, FL 32953
Phone:

DATE: 12/20/2017 DATE: 1/18/2018

KSC Fire, EMS, Security Support, Locksmith Services, and KSC on Center Transportation Services

ANNEX BETWEEN THE NATIONAL AERONAUTICS AND SPACE ADMINISTRATION JOHN F. KENNEDY SPACE CENTER AND SPACE FLORIDA UNDER SPACE ACT UMBRELLA AGREEMENT NO. KCA-4548, (ANNEX NUMBER 3)

ARTICLE 1. PURPOSE

This Annex shall be for the purpose of NASA KSC providing Space Florida with general KSC Police/Fire/EMS Support and personnel transportation services utilizing NASA transportation assets. These services include locksmith services (on external doors and fire panels) and fire or security support (i.e. facility access control, road closures, armed guards, dedicated in-district/instation fire support, on-Center security escorts).

ARTICLE 2. RESPONSIBILITIES

A. Space Florida will:

- 1. Reimburse NASA in accordance with the NASA KSC cost estimate set forth in Article 3 for the services set forth herein.
- 2. Forward advance payments to NASA in accordance with its Umbrella Agreement.
- Request and coordinate services appropriately via e-mail with adequate advance notice by authorized Space Florida requesters only as set forth on a separate NASA KSC Form 50-202, "Task Order Request" ("TOR") form. Such authorized requestors may be changed via bilateral modification of the TOR.

B. NASA KSC will use reasonable efforts to:

- 1. Provide Space Florida non-emergency KSC protective services for airfield and cargo transportation related activities and potential unplanned support activities. These services can include Security escorts, road blocks, K9 sweeps, after hours badging office support, emergency vehicle dedicated support, and locksmith services.
- 2. Provide Space Florida with financial reports detailing the services provided and the associated cost.
- 3. Provide Space Florida with an annual estimate of services requested hereunder via issuance of a TOR. If such estimate will result in a change in scope or overall agreement value, NASA will work with the Partner to modify this Annex.

ARTICLE 3. FINANCIAL OBLIGATIONS

Space Florida agrees to reimburse NASA an estimated cost of \$47,284.01 for NASA to carry out its responsibilities under this Annex. Space Florida's first initial deposit of \$2,000.00 for FY18 Q2 is due to NASA within 10 days of this Annex's execution. SPFL will provide subsequent quarterly incremental deposits every March, June, September, and December no later than the last day of each month. KSC Office of the Chief Financial Officer will monitor the available funding total and will notify Space Florida of any impending need for additional funds.

ARTICLE 4. INTELLECTUAL PROPERTY RIGHTS - DATA RIGHTS

Data produced under this Annex which is subject to paragraph C. of the Intellectual Property Rights - Data Rights Article of the Umbrella Agreement will be protected for the period of one (1) year.

ARTICLE 5. TERM OF ANNEX

This Annex becomes effective upon the date of the last signature below ("Effective Date") and shall remain in effect until the completion of all obligations of both Parties hereto, or 5 years after the Effective Date, whichever comes first, unless such term exceeds the duration of the Umbrella Agreement. The term of this Annex shall not exceed the term of the Umbrella Agreement. The Annex automatically expires upon the expiration of the Umbrella Agreement.

ARTICLE 6. RIGHT TO TERMINATE

Either Party may unilaterally terminate this Annex by providing thirty (30) calendar days written notice to the other Party.

ARTICLE 7. POINTS OF CONTACT

The following personnel are designated as the Points of Contact between the Parties in the performance of this Annex.

Technical Points of Contact

NASA John	F. Kennedy Space	e Center	Space Florida
	T. IXCHIICU V SDAC	Conto	Space Fibrida

John Graves

Spaceport Integration and Services

Mail Code: SI-I1

Kennedy Space Center, FL 32899-0001

Phone: 321-867-5124 John.A.Graves@nasa.gov Jim Kuzma
Senior Vice President and Chief Operations

Officer

505 Odyssey Way, Suite 300 Exploration Park, FL 32953 Phone: 321-730-5301 x247

JKuzma@spaceflorida.gov

ARTICLE 8. MODIFICATIONS

Any modification to this Annex shall be executed, in writing, and signed by an authorized representative of NASA and the Partner. Modification of an Annex does not modify the terms of the Umbrella Agreement.

ARTICLE 9. SIGNATORY AUTHORITY

The signatories to this Annex covenant and warrant that they have authority to execute this Annex. By signing below, the undersigned agrees to the above terms and conditions.

BY: Digitally signed by JOHN GRAVES Date: 2018.01.26 12:05:24-05'00' John Graves for Jean Flowers Chief, Customer Services and Integration Branch Mail Code: SI-I1 Kennedy Space Center, FL 32899-0001	BY: Denise Swanson 2018.02.19 15:00:47-05'00' Space Florida 505 Odyssey Way, Suite 300 Exploration Park, FL 32953 Phone:
DATE: 1/26/2018	DATE: 2/19/2018

Propellant Services

ANNEX BETWEEN

THE NATIONAL AERONAUTICS AND SPACE ADMINISTRATION JOHN F. KENNEDY SPACE CENTER AND SPACE FLORIDA UNDER SPACE ACT UMBRELLA AGREEMENT NO. KCA-4548 (ANNEX NUMBER 4)

ARTICLE 1. PURPOSE

This Annex shall be for the purpose of NASA KSC providing Space Florida with Propellant Services. NASA KSC can provide a wide range of propellant services to Space Florida. Initially, all that is being requested by Space Florida is pipeline labor associated with the GHe pipeline that service the Commercial Crew and Cargo Processing Facility (C3PF).

ARTICLE 2. RESPONSIBILITIES

A. Space Florida will:

- 1. Reimburse NASA in accordance with the NASA KSC cost estimate set forth in Article 3 for the services set forth herein.
- 2. Forward advance payments to NASA in accordance with its Umbrella Agreement.
- 3. Request and coordinate services appropriately via e-mail with adequate advance notice by authorized Space Florida requesters only as set forth on a separate NASA KSC Form 50-202, "Task Order Request" ("TOR") form. Such authorized requestors may be changed via bilateral modification of the TOR.

B. NASA KSC will use reasonable efforts to:

- Provide Space Florida propellant services for non-mission related and potential unplanned/emergency support activities. The services include pipeline labor fees associated with the gaseous helium pipeline that services KSC facilities occupied by Space Florida or its Tenants.
- 2. Provide follow-up financial reports detailing the services provided and the associated cost.
- 3. Provide Space Florida with an annual estimate of services requested hereunder via issuance of a TOR. If such estimate will result in a change in scope or overall agreement value, NASA will work with the Partner to modify this Annex.

ARTICLE 3. FINANCIAL OBLIGATIONS

Space Florida agrees to reimburse NASA an estimated cost of \$18,864.97 for NASA to carry out its responsibilities under this Annex. Space Florida shall mark each payment with Kennedy Space Center KCA-4548 and Annex number. Space Florida's first initial deposit of \$1000 for FY18 Q2 is due to NASA within 10 days of this Annex's execution. SPFL will provide subsequent quarterly incremental deposits every March, June, September, and December no later than the last day of each month. KSC Office of the Chief Financial Officer will monitor the available funding total and will notify Space Florida of any impending need for additional funds.

ARTICLE 4. INTELLECTUAL PROPERTY RIGHTS - DATA RIGHTS

Data produced under this Annex which is subject to paragraph C. of the Intellectual Property Rights - Data Rights Article of the Umbrella Agreement will be protected for the period of one (1) year.

ARTICLE 5. TERM OF ANNEX

This Annex becomes effective upon the date of the last signature below ("Effective Date") and shall remain in effect until the completion of all obligations of both Parties hereto, or 5 years from the Effective Date, whichever comes first, unless such term exceeds the duration of the Umbrella Agreement. The term of this Annex shall not exceed the term of the Umbrella Agreement. The Annex automatically expires upon the expiration of the Umbrella Agreement.

ARTICLE 6. RIGHT TO TERMINATE

Either Party may unilaterally terminate this Annex by providing thirty (30) calendar days written notice to the other Party.

ARTICLE 7. POINTS OF CONTACT

The following personnel are designated as the Points of Contact between the Parties in the performance of this Annex.

Technical Points of Contact

NASA John F. Kennedy Space Center

Space Florida

Michael D. Bruder

Customer Services Advocate

Spaceport Integration and Services

Mail Code: SI-I1-A

Kennedy Space Center, FL 32899

321-867-6035

Michael.D.Bruder@nasa.gov

Jim Kuzma

Senior Vice President and Chief Operations

505 Odyssey Way, Suite 300

Exploration Park, FL 32953

Phone: 321-730-5301 x247

JKuzma@spaceflorida.gov

ARTICLE 8. MODIFICATIONS

Any modification to this Annex shall be executed, in writing, and signed by an authorized representative of NASA and the Partner. Modification of an Annex does not modify the terms of the Umbrella Agreement.

ARTICLE 9. SIGNATORY AUTHORITY

The signatories to this Annex covenant and warrant that they have authority to execute this Annex. By signing below, the undersigned agrees to the above terms and conditions.

GRAVES
Date: 2018.02.0

John Graves for Jean Flowers Chief, Customer Services and Integration

Branch

Mail Code: SI-I1

Kennedy Space Center, FL 32899-0001

Space Florida

505 Odyssey Way, Suite 300 Exploration Park, FL 32953

DATE: 2/5/2018

DATE: 2/13/2018

Propellant Commodities

ANNEX BETWEEN

THE NATIONAL AERONAUTICS AND SPACE ADMINISTRATION JOHN F. KENNEDY SPACE CENTER AND SPACE FLORIDA UNDER SPACE ACT UMBRELLA AGREEMENT NO. KCA-4548 (ANNEX NUMBER 5)

ARTICLE 1. PURPOSE

This Annex shall be for the purpose of NASA KSC providing Space Florida with propellant commodities.

ARTICLE 2. RESPONSIBILITIES

A. Space Florida will:

- 1. Reimburse NASA in accordance with the NASA KSC cost estimate set forth in Article 3 for the services set forth herein.
- 2. Forward advance payments to NASA in accordance with its Umbrella Agreement.
- 3. Request and coordinate services appropriately via e-mail with adequate advance notice by authorized Space Florida requesters only as set forth on a separate NASA KSC Form 50-202, "Task Order Request" ("TOR") form. Such authorized requestors may be changed via bilateral modification of the TOR.
- 4. Provide NASA with at least a three month forecast of commodity usage at the first of every month.

B. NASA KSC will use reasonable efforts to:

- 1. Provide Space Florida propellant commodities for non-launch and reentry related activities. These commodities include Gaseous Nitrogen, Gaseous Helium, breathing air and liquid air for use in association with those non-launch and reentry activities. The commodities may be requested for delivery via portable pressure vessels such as compressed gas trailers (CGTs), dewars or directly from the GN2 or Helium pipelines.
- 2. Provide Space Florida with follow-up financial reports detailing the commodities provided and the associated cost.
- 3. Provide Space Florida with an annual estimate for services requested hereunder via issuance of a TOR. If such estimate will result in a change in scope or overall agreement value, NASA will work with the Partner to modify this Annex.

ARTICLE 3. FINANCIAL OBLIGATIONS

Space Florida agrees to reimburse NASA an estimated cost of \$196,203.22 for NASA to carry out its responsibilities under this Annex. Space Florida shall mark each payment with Kennedy Space Center KCA-4548 and Annex number. Space Florida's first initial deposit of \$9000 for FY18 Q2 is due to NASA within 10 days of this Annex's execution. SPFL will provide subsequent quarterly incremental deposits every March, June, September, and December no later than the last day of each month. KSC Office of the Chief Financial Officer will monitor the available funding total and will notify Space Florida of any impending need for additional funds.

ARTICLE 4. INTELLECTUAL PROPERTY RIGHTS - DATA RIGHTS

Data produced under this Annex which is subject to paragraph C. of the Intellectual Property Rights - Data Rights Article of the Umbrella Agreement will be protected for the period of one (1) year.

ARTICLE 5. TERM OF ANNEX

This Annex becomes effective upon the date of the last signature below ("Effective Date") and shall remain in effect until the completion of all obligations of both Parties hereto, or 5 years from the Effective Date, whichever comes first, unless such term exceeds the duration of the Umbrella Agreement. The term of this Annex shall not exceed the term of the Umbrella Agreement. The Annex automatically expires upon the expiration of the Umbrella Agreement.

ARTICLE 6. RIGHT TO TERMINATE

Either Party may unilaterally terminate this Annex by providing thirty (30) calendar days written notice to the other Party.

ARTICLE 7. POINTS OF CONTACT

The following personnel are designated as the Points of Contact between the Parties in the performance of this Annex.

Technical Points of Contact

NASA John F. Kennedy Space Center

Michael D. Bruder Customer Services Advocate Spaceport Integration and Services Mail Code: SI-I1-A Kennedy Space Center, FL 32899 321-867-6035

Michael.D.Bruder@nasa.gov

Space Florida

Jim Kuzma
Senior Vice President and Chief Operations
Officer
505 Odyssey Way, Suite 300
Exploration Park, FL 32953
Phone: 321-730-5301 x247
JKuzma@spaceflorida.gov

ARTICLE 8. MODIFICATIONS

Any modification to this Annex shall be executed, in writing, and signed by an authorized representative of NASA and the Partner. Modification of an Annex does not modify the terms of the Umbrella Agreement.

ARTICLE 9. SIGNATORY AUTHORITY

The signatories to this Annex covenant and warrant that they have authority to execute this Annex. By signing below, the undersigned agrees to the above terms and conditions.

Digitally signed by JOHN GRAVES
Date: 2018.02.05
11:51:47-05'00'

John Graves for Jean Flowers Chief, Customer Services and Integration

Branch

Mail Code: SI-I1

Kennedy Space Center, FL 32899-0001

_{DATE:} 2/13/2018

505 Odyssey Way, Suite 300 Exploration Park, FL 32953

Space Florida

_{DATE:} 2/5/2018

Institutional and Operational Support Services

ANNEX BETWEEN THE NATIONAL AERONAUTICS AND SPACE ADMINISTRATION JOHN F. KENNEDY SPACE CENTER AND SPACE FLORIDA UNDER SPACE ACT UMBRELLA AGREEMENT NO. KCA-4548 (ANNEX NUMBER 6)

ARTICLE 1. PURPOSE

This Annex shall be for the purpose of NASA KSC providing Space Florida with KSC Institutional and Operational Support services including heavy equipment, high crew, launch equipment shop services, and commercial payload offloading services in support of Partner activities.

ARTICLE 2. RESPONSIBILITIES

A. Space Florida will:

- 1. Reimburse NASA in accordance with the NASA KSC cost estimate set forth in Article 3 for the services set forth herein.
- 2. Forward advance payments to NASA in accordance with its Umbrella Agreement.
- 3. Request and coordinate services appropriately via e-mail with adequate advance notice by authorized Space Florida requesters only as set forth on a separate NASA KSC Form 50-202, "Task Order Request" ("TOR") form. Such authorized requestors may be changed via bilateral modification of the TOR.
- 4. Provide all raw materials needed for fabrication and the associated Material Safety Data Sheets (MSDS).
- 5. Dispose of any hazardous waste generated by KSC's provision services.

B. NASA KSC will use reasonable efforts to:

- Provide Space Florida with Launch Equipment Support (LES) Shop services, High Crew support services to enable access to flight hardware or ground support equipment, and commercial payload offloading support.
- 2. Provide Space Florida with follow-up financial reports detailing the services provided and the associated cost.

3. Provide Space Florida with an annual estimate of services requested hereunder via issuance of a TOR. If such estimate will result in a change in scope or overall agreement value, NASA will work with the Partner to modify this Annex.

ARTICLE 3. FINANCIAL OBLIGATIONS

Space Florida agrees to reimburse NASA an estimated cost of \$225,698.99 for NASA to carry out its responsibilities under this Annex. Space Florida shall mark each payment with Kennedy Space Center KCA-4548 and Annex number. Space Florida's first initial deposit of \$9,125.55 for FY18 Q2 is due to NASA within 10 days of this Annex's execution. SPFL will provide subsequent quarterly incremental deposits every March, June, September, and December no later than the last day of each month. KSC Office of the Chief Financial Officer will monitor the available funding total and will notify Space Florida of any impending need for additional funds.

ARTICLE 4. INTELLECTUAL PROPERTY RIGHTS - DATA RIGHTS

Data produced under this Annex which is subject to paragraph C. of the Intellectual Property Rights - Data Rights Article of the Umbrella Agreement will be protected for the period of one (1) year.

ARTICLE 5. TERM OF ANNEX

This Annex becomes effective upon the date of the last signature below ("Effective Date") and shall remain in effect until the completion of all obligations of both Parties hereto, or 5 years from the Effective Date, whichever comes first, unless such term exceeds the duration of the Umbrella Agreement. The term of this Annex shall not exceed the term of the Umbrella Agreement. The Annex automatically expires upon the expiration of the Umbrella Agreement.

ARTICLE 6. RIGHT TO TERMINATE

Either Party may unilaterally terminate this Annex by providing thirty (30) calendar days written notice to the other Party.

ARTICLE 7. POINTS OF CONTACT

The following personnel are designated as the Points of Contact between the Parties in the performance of this Annex.

Technical Points of Contact

NASA John F. Kennedy Space Center

Space Florida

John Graves

Jim Kuzma

Spaceport Integration and Services

Mail Code: SI-I1

Kennedy Space Center, FL 32899-0001

Phone: 321-867-5124 John.A.Graves@nasa.gov Senior Vice President and Chief Operations

Officer

505 Odyssey Way, Suite 300 Exploration Park, FL 32953 Phone: 321-730-5301 x247 JKuzma@spaceflorida.gov

ARTICLE 8. MODIFICATIONS

Any modification to this Annex shall be executed, in writing, and signed by an authorized representative of NASA and the Partner. Modification of an Annex does not modify the terms of the Umbrella Agreement.

ARTICLE 9. SIGNATORY AUTHORITY

The signatories to this Annex covenant and warrant that they have authority to execute this Annex. By signing below, the undersigned agrees to the above terms and conditions.

ROBYN BY: MITCHELL

Digitally signed by ROBYN MITCHELL Date: 2017.12.20 15:37:47

Jean Flowers

Chief, Customer Services and

Integration Branch

Mail Code: SI-I1

Kennedy Space Center, FL 32899-0001

Penus Surv 2018.01.18 12:27:01 -05'00'

Space Florida

505 Odyssey Way, Suite 300 Exploration Park, FL 32953

Phone:

DATE: 12/20/2017

DATE: 1/18/2018

Blank for NASA Purposes

(REV A & Basic) Occupational Medical, Environmental Health and Environmental Services

MODIFCATION TO KCA-4548, ANNEX BETWEEN THE NATIONAL AERONAUTICS AND SPACE ADMINISTRATION JOHN F. KENNEDY SPACE CENTER AND SPACE FLORIDA

UNDER SPACE ACT UMBRELLA AGREEMENT NO. KCA-4548, (ANNEX NUMBER 8)

This documents the modification to Annex Number 8 between the National Aeronautics and Space Administration, Kennedy Space Center (NASA KSC) and Space Florida under Space Act Umbrella Agreement No. KCA-4548 ("Annex"). This modification changes the period of performance and financial obligations.

Changes to the Annex are set forth below in "redlined" format. Change pages will be incorporated into the Annex as "Rev. A." A "conformed copy" of the Annex is attached hereto as Attachment A. This modification is effective upon the date of the last signature below.

ARTICLE 3. FINANCIAL OBLIGATIONS

Space Florida agrees to reimburse NASA an estimated cost of \$45,536.81 \$7,500 for NASA to carry out its responsibilities under this Annex. Space Florida shall mark each payment with Kennedy Space Center KCA-4548 and Annex number. Space Florida shall make quarterly incremental payments as set out in the quarterly invoices. Space Florida shall pay to NASA the required initial deposit needed for requested wastewater sampling at Exploration Park within 10 days of this Annex's execution. Space Florida shall pay to NASA quarterly incremental deposits as set forth in the TOR no later than the last day of December, March and June. KSC Office of the Chief Financial Officer will monitor the available funding total and will notify Space Florida of any impending need for additional funds.

ARTICLE 5. TERM OF ANNEX

This Annex becomes effective upon the date of the last signature below ("Effective Date") and shall remain in effect until the completion of all obligations of both Parties hereto, or December 14, 2022 September 30, 2018, whichever comes first, unless such term exceeds the duration of the Umbrella Agreement. The term of this Annex shall not exceed the term of the Umbrella Agreement. The Annex automatically expires upon the expiration of the Umbrella Agreement.

ARTICLE 9. SIGNATORY AUTHORITY

The signatories to this Annex covenant and warrant that they have authority to execute this Annex. By signing below, the undersigned agrees to the above terms and conditions.

Denise Swanson 2018.08.28 15:31:32 -04'00'

BY: 15:31:32 -04
Space Florida
505 Odyssey Way, Suite 300
Exploration Park, FL 32953
Phone

JEAN BY: FLOWERS Digitally signed by JEAN FLOWERS Dage: 2018.08.21 15:16:10-04/00'
Jean Flowers
Spaceport Integration and Services
Mail Code: SI-I2
Kennedy Space Center, FL 32899-0001

ATTACHMENT A KCA-4548-8, REV. A

ANNEX BETWEEN THE NATIONAL AERONAUTICS AND SPACE ADMINISTRATION JOHN F. KENNEDY SPACE CENTER AND SPACE FLORIDA UNDER SPACE ACT UMBRELLA AGREEMENT

UNDER SPACE ACT UMBRELLA AGREEMENT NO. KCA-4548, (ANNEX NUMBER 8)

ARTICLE 1. PURPOSE

This Annex shall be for the purpose of NASA KSC providing Space Florida with occupational medical, environmental health, and environmental services.

ARTICLE 2. RESPONSIBILITIES

A. Space Florida will:

- Reimburse NASA in accordance with the NASA KSC cost estimate for services to be provided.
- 2. Forward advance payments to NASA in accordance with its Umbrella Agreement.
- Request and coordinate services appropriately via e-mail with adequate advance notice by authorized Space Florida requesters only as set forth on a separate NASA KSC Form 50-202, "Task Order Request" ("TOR") form. Such authorized requestors may be changed via bilateral modification of the TOR.

B. NASA KSC will use reasonable efforts to:

- 1. Provide Space Florida with Self-Contained Atmospheric Protective Ensemble (SCAPE) suit medical certifications, health physicals, radiation monitoring and dosimetry, industrial hygiene services, microbiological sampling and analysis and environmental services including post-emergency spill clean-up services, confirmation sampling, reporting, and hazardous controlled waste consultation, sampling, and characterization.
- 2. Provide Space Florida with follow-up financial reports detailing the services provided and the associated cost.
- 3. Provide Space Florida with an annual estimate of services requested hereunder via issuance of a TOR. If such estimate will result in a change in scope or overall agreement value, NASA will work with the Partner to modify this Annex.

ARTICLE 3, FINANCIAL OBLIGATIONS

Space Florida agrees to reimburse NASA an estimated cost of \$45,536.81 for NASA to carry out its responsibilities under this Annex. Space Florida shall mark each payment with Kennedy Space Center KCA-4548 and Annex number. Space Florida shall make quarterly incremental

payments as set out in the quarterly invoices. KSC Office of the Chief Financial Officer will monitor the available funding total and will notify Space Florida of any impending need for additional funds.

ARTICLE 4. INTELLECTUAL PROPERTY RIGHTS - DATA RIGHTS

Data produced under this Annex which is subject to paragraph C. of the Intellectual Property Rights - Data Rights Article of the Umbrella Agreement will be protected for the period of one (1) year.

ARTICLE 5. TERM OF ANNEX

This Annex becomes effective upon the date of the last signature below ("Effective Date") and shall remain in effect until the completion of all obligations of both Parties hereto, or December 14, 2022, whichever comes first, unless such term exceeds the duration of the Umbrella Agreement. The term of this Annex shall not exceed the term of the Umbrella Agreement. The Annex automatically expires upon the expiration of the Umbrella Agreement.

ARTICLE 6. RIGHT TO TERMINATE

Either Party may unilaterally terminate this Annex by providing thirty (30) calendar days written notice to the other Party.

ARTICLE 7. POINTS OF CONTACT

The following personnel are designated as the Points of Contact between the Parties in the performance of this Annex.

Technical Points of Contact

NASA John F. Kennedy Space Center S	pace Florida
-------------------------------------	--------------

John Graves Jim Kuzma

Spaceport Integration and Services Senior Vice President and Chief Operations

Mail Code: SI-I1 Officer

Kennedy Space Center, FL 32899-0001 505 Odyssey Way, Suite 300

Phone: 321 867 5124 Exploration Park, FL 32953

Phone: 321-867-5124 Exploration Park, FL 32953 John.A.Graves@nasa.gov Phone: 321-730-5301 x247 JKuzma@spaceflorida.gov

ARTICLE 8. MODIFICATIONS

Any modification to this Annex shall be executed, in writing, and signed by an authorized representative of NASA and the Partner. Modification of an Annex does not modify the terms of the Umbrella Agreement.

Denise Swanson

ARTICLE 9. SIGNATORY AUTHORITY

The signatories to this Annex covenant and warrant that they have authority to execute this Annex. By signing below, the undersigned agrees to the above terms and conditions.

BY: Jean Flowers Jean Flowers Spaceport Integration and Services Mail Code: SI-I2 Kennedy Space Center, FL 32899-0001	BY: 2019.01.29 Space Florida 16:44.16 -05'00 505 Odyssey Way, Suite 300 Exploration Park, FL 32953 Phone		
DATE: 4-3-19	DATE:		

ANNEX BETWEEN THE NATIONAL AERONAUTICS AND SPACE ADMINISTRATION JOHN F. KENNEDY SPACE CENTER AND SPACE FLORIDA UNDER SPACE ACT UMBRELLA AGREEMENT NO. KCA-4548, (ANNEX NUMBER 8)

ARTICLE 1. PURPOSE

This Annex shall be for the purpose of NASA KSC providing Space Florida with occupational medical, environmental health, and environmental services.

ARTICLE 2. RESPONSIBILITIES

A. Space Florida will:

- 1. Reimburse NASA in accordance with the NASA KSC cost estimate for services to be provided.
- 2. Forward advance payments to NASA in accordance with its Umbrella Agreement.
- 3. Request and coordinate services appropriately via e-mail with adequate advance notice by authorized Space Florida requesters only as set forth on a separate NASA KSC Form 50-202, "Task Order Request" ("TOR") form. Such authorized requestors may be changed via bilateral modification of the TOR.

B. NASA KSC will use reasonable efforts to:

- 1. Provide Space Florida with Self-Contained Atmospheric Protective Ensemble (SCAPE) suit medical certifications, health physicals, radiation monitoring and dosimetry, industrial hygiene services, microbiological sampling and analysis and environmental services including post-emergency spill clean-up services, confirmation sampling, reporting, and hazardous controlled waste consultation, sampling, and characterization.
- 2. Provide Space Florida with follow-up financial reports detailing the services provided and the associated cost.
- 3. Provide Space Florida with an annual estimate of services requested hereunder via issuance of a TOR. If such estimate will result in a change in scope or overall agreement value, NASA will work with the Partner to modify this Annex.

ARTICLE 3. FINANCIAL OBLIGATIONS

Space Florida agrees to reimburse NASA an estimated cost of \$7,500 for NASA to carry out its responsibilities under this Annex. Space Florida shall mark each payment with Kennedy Space Center KCA-4548 and Annex number. Space Florida shall pay to NASA the required initial

deposit needed for requested wastewater sampling at Exploration Park within 10 days of this Annex's execution. Space Florida shall pay to NASA quarterly incremental deposits as set forth in the TOR no later than the last day of December, March and June. KSC Office of the Chief Financial Officer will monitor the available funding total and will notify Space Florida of any impending need for additional funds.

ARTICLE 4. INTELLECTUAL PROPERTY RIGHTS - DATA RIGHTS

Data produced under this Annex which is subject to paragraph C. of the Intellectual Property Rights - Data Rights Article of the Umbrella Agreement will be protected for the period of one (1) year.

ARTICLE 5. TERM OF ANNEX

This Annex becomes effective upon the date of the last signature below ("Effective Date") and shall remain in effect until the completion of all obligations of both Parties hereto, or September 30, 2018, whichever comes first, unless such term exceeds the duration of the Umbrella Agreement. The term of this Annex shall not exceed the term of the Umbrella Agreement. The Annex automatically expires upon the expiration of the Umbrella Agreement.

ARTICLE 6. RIGHT TO TERMINATE

Either Party may unilaterally terminate this Annex by providing thirty (30) calendar days written notice to the other Party.

ARTICLE 7. POINTS OF CONTACT

The following personnel are designated as the Points of Contact between the Parties in the performance of this Annex.

Technical Points of Contact

NASA John F. Kennedy Space Cente	r
----------------------------------	---

Space Florida

John Graves

Jim Kuzma

Spaceport Integration and Services

Senior Vice President and Chief Operations

Mail Code: SI-I1

Officer

Kennedy Space Center, FL 32899-0001

505 Odyssey Way, Suite 300

Phone: 321-867-5124

Exploration Park, FL 32953

John.A.Graves@nasa.gov

Phone: 321-730-5301 x247 JKuzma@spaceflorida.gov

ARTICLE 8. MODIFICATIONS

Any modification to this Annex shall be executed, in writing, and signed by an authorized representative of NASA and the Partner. Modification of an Annex does not modify the terms of the Umbrella Agreement.

ARTICLE 9. SIGNATORY AUTHORITY

The signatories to this Annex covenant and warrant that they have authority to execute this Annex. By signing below, the undersigned agrees to the above terms and conditions.

JEAN BY: FLOWERS Date: 2018.04.17 13:47:30-04'00' Jean Flowers Chief, Customer Services and Integration Branch Mail Code: SI-I1	BY: Denise Swanson 2018.04.18 10:17:02-04'00' Space Florida 505 Odyssey Way, Suite 300 Exploration Park, FL 32953 Phone
Kennedy Space Center, FL 32899-0001	
DATE: 4/17/2018	_{DATE:} 4/18/2018

Annex #9

KSC Airfield Services

ANNEX BETWEEN THE NATIONAL AERONAUTICS AND SPACE ADMINISTRATION JOHN F. KENNEDY SPACE CENTER AND SPACE FLORIDA UNDER SPACE ACT UMBRELLA AGREEMENT NO. KCA-4548 (ANNEX NUMBER 9)

ARTICLE 1. PURPOSE

This Annex shall be for the purpose of NASA KSC providing Space Florida with KSC Airfield services including a crew transportation services, and other associated airfield/aircraft support services.

ARTICLE 2. RESPONSIBILITIES

A. Space Florida will:

- 1. Reimburse NASA in accordance with the NASA KSC cost estimate set forth in Article 3 for the services set forth herein.
- 2. Forward advance payments to NASA in accordance with its Umbrella Agreement.
- 3. Request and coordinate services appropriately via e-mail with adequate advance notice by authorized Space Florida requesters only as set forth on a separate NASA KSC Form 50-202, "Task Order Request" ("TOR") form. Such authorized requestors may be changed via bilateral modification of the TOR.
- 4. Provide all raw materials needed for fabrication and the associated Material Safety Data Sheets (MSDS).
- 5. Dispose of any hazardous waste generated by KSC's provision services.

B. NASA KSC will use reasonable efforts to:

- 1. Provide Space Florida with crew transportation services to and from the SLF and associated facilities. Transportation can be to off-base locations and can include both domestic and foreign national crews.
- 2. Provide Space Florida emergency airfield/aircraft support in the form of equipment, personnel, or other specialized support to facilitate safe airfield/aircraft operations and safety of personnel.

- 3. Provide Space Florida with follow-up financial reports detailing the services provided and the associated cost.
- 4. Provide Space Florida with an annual estimate of services requested hereunder via issuance of a TOR. If such estimate will result in a change in scope or overall agreement value, NASA will work with the Partner to modify this Annex.

ARTICLE 3. FINANCIAL OBLIGATIONS

Space Florida agrees to reimburse NASA an estimated cost of \$28,738.78 for NASA to carry out its responsibilities under this Annex. Space Florida shall mark each payment with Kennedy Space Center KCA-4548 and Annex number. Space Florida's first initial deposit of \$2,000.00 for FY18 Q2 is due to NASA within 10 days of this Annex's execution. SPFL will provide subsequent quarterly incremental deposits every March, June, September, and December no later than the last day of each month. KSC Office of the Chief Financial Officer will monitor the available funding total and will notify Space Florida of any impending need for additional funds.

ARTICLE 4. INTELLECTUAL PROPERTY RIGHTS - DATA RIGHTS

Data produced under this Annex which is subject to paragraph C. of the Intellectual Property Rights - Data Rights Article of the Umbrella Agreement will be protected for the period of one (1) year.

ARTICLE 5. TERM OF ANNEX

This Annex becomes effective upon the date of the last signature below ("Effective Date") and shall remain in effect until the completion of all obligations of both Parties hereto, or 5 years from the Effective Date, whichever comes first, unless such term exceeds the duration of the Umbrella Agreement. The term of this Annex shall not exceed the term of the Umbrella Agreement. The Annex automatically expires upon the expiration of the Umbrella Agreement.

ARTICLE 6. RIGHT TO TERMINATE

Either Party may unilaterally terminate this Annex by providing thirty (30) calendar days written notice to the other Party.

ARTICLE 7. POINTS OF CONTACT

The following personnel are designated as the Points of Contact between the Parties in the performance of this Annex.

Technical Points of Contact

NASA John F. Kennedy Space Center

Space Florida

John Graves

Spaceport Integration and Services

Mail Code: SI-I1

Kennedy Space Center, FL 32899-0001

Phone: 321-867-5124 John.A.Graves@nasa.gov Jim Kuzma

Senior Vice President and Chief Operations

Officer

505 Odyssey Way, Suite 300

Exploration Park, FL 32953

Phone: 321-730-5301 x247

JKuzma@spaceflorida.gov

ARTICLE 8. MODIFICATIONS

Any modification to this Annex shall be executed, in writing, and signed by an authorized representative of NASA and the Partner. Modification of an Annex does not modify the terms of the Umbrella Agreement.

ARTICLE 9. SIGNATORY AUTHORITY

The signatories to this Annex covenant and warrant that they have authority to execute this Annex. By signing below, the undersigned agrees to the above terms and conditions.

 $\begin{array}{c} \text{ROBYN} \\ \text{BY:} \end{array}$

Digitally signed by ROBYN MITCHELL Date: 2017.12.20 15:41:05 -05'00'

Jean Flowers

Chief, Customer Services and Integration

Branch

Mail Code: SI-I1

Kennedy Space Center, FL 32899-0001

Jenusi Sur 2018 3Y: 12:2

Space Florida

505 Odyssey Way, Suite 300 Exploration Park, FL 32953

Phone:

_{DATE:} 12/20/2017

_{DATE:} 1/18/2018

EXHIBIT F COMMERCIAL AEROSPACE 1509 TEMPLATE

Information Template for Proposed Facility Modifications Requiring NASA Approval

Date:	
Location:	Kennedy Space Center, Florida
Agreemen	t # <u>KCA-4412</u>
Facility No	ımber / Name:
Project Ti	tle:
	l description of any proposed construction, alteration, or repair work. Include full description of any emolition work, including specific facilities, structures, facility systems, or collateral equipment to
Are any sal	vage/scrap value offsets proposed?
	PFL hereby requests to enter into a separate no cost contract for demolition as described in Facility ents Article, Paragraph 5.5. Estimated salvage/scrap values are attached.
No	
Justificatio	on:
NASA Tec	hnical Point of Contact:
	Dates: ign Phase: astruction Phase:
Des Cor Der	of Estimated Costs: ign: istruction: nolition: setting salvage or scrap value:

Commercial Aerospace 1509 Template

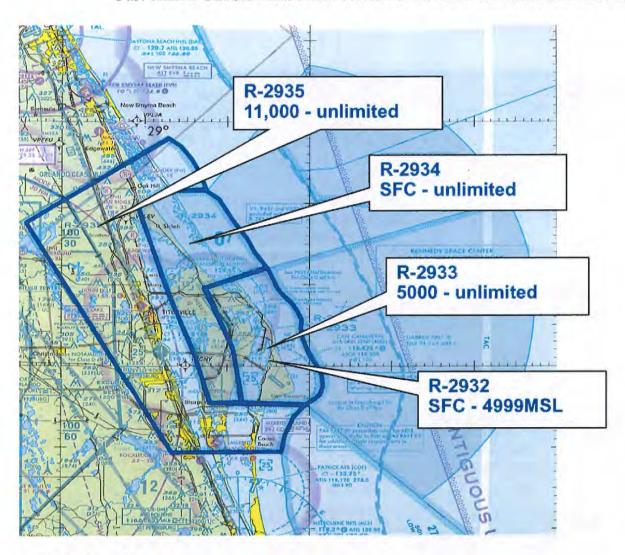
Attachment 1

Estimated Salvage/Scrap Value Offsets

Description of Material/Equipment	Unit of Measure	Quantity	Unit Cost	Total Cost

Grand Total:				

EXHIBIT G
U.S. AIR FORCE EASTERN RANGE SPECIAL USE AIRSPACE



Restricted Areas

- R-2932 Active by Notice to Airmen (NOTAM), currently active 24/7, entry by Prior Permission Required (PPR)
- R-2933 Active by NOTAM, currently activated for launch activity, entry by PPR
- R-2934 Active by NOTAM, currently activated for special activities at the SLF, entry by PPR
- R-2935 Active by NOTAM, activated when necessary for landing at the SLF by vehicles from space or near space

All of the Special Use Airspace contained in R-2932, R-2933, R-2934, and R-2935 confines or segregates activities considered hazardous to nonparticipating aircraft; its activation and use or entry into these areas is controlled by the U.S. Air Force Eastern Range (45th Space Wing).

Exhibit H - Requirements for SLF Airfield Operations

SLF Aviation Operational Requirements

Title	Requirement
Navigable airspace	Maintain the SLF and surrounding area in a manner to ensure safe and efficient use of airspace IAW 14 CFR Part 77
Deviations	SPFL has the authority to deviate from the requirements of this Exhibit in the event of an emergency. Notification of deviation shall be provided to NASA within a reasonable time period after the emergency.
Airport Operations Manual	Develop and maintain an Airport Operations Manual IAW 14 CFR § 139.201 (a)(3)(4)(b)(c) and 14 CFR § 139.203 for a Class IV airport certificate class
Airport Records	Maintain airport records IAW 14 CFR § 139.301 (a)(b)(1)(3-8)
Paved Areas	Maintain SLF runway areas IAW 14 CFR § 139.305 and FAC 14-60.007 Table 4 "Very Good" condition
Pedestrians and Ground Vehicles	Limit pedestrians and ground vehicles IAW 14 CFR § 139.329
Protection of NAVAIDS	Protect NAVAIDS IAW 14 CFR § 139.333
Airport Personnel	Provide airport personnel training and equipment IAW 14 CFR § 139.303 (a)(b)(c)
Aircraft rescue and firefighting: Index determination	Identify the ARFF Index of the SLF IAW 14 CFR § 139.315
Aircraft Rescue and Firefighting: Equipment and Agents	Provide ARFF equipment and agents IAW 14 CFR § 139.317
Aircraft Rescue and Firefighting: Operations	Operate ARFF equipment IAW 14 CFR § 139.319
SLF Emergency Plan	Develop and maintain an SLF emergency plan

Wildlife hazard management	Develop and implement a wildlife hazard management plan
Airport condition reporting	Develop and implement an airport condition reporting system
SLF Operations	Operate the SLF pursuant to Florida Administrative Code Chapter 14-60.006
Airfield Services	Provide airfield services to include airfield management, control tower operations, flight operations, and ground operations
Operational Hours	 Ensure airfield services are available during published operating hours. Provide off-shift support as schedules require Ensure services are available during all requested periods for aircraft operations
Control Tower Operations	 Operate Air Traffic Control Tower in accordance with FAAO JO 7110.65, and FAAO JO 7210.3, Facility Operations and Administration.
Control Tower Personnel Certifications	Maintain controller FAA certifications for operations at the SLF (KTTS)
Ground Handling Personnel	Provide trained and certified ground handling personnel to support scheduled aircraft operations, not limited to but to include refueling/defueling, LOX loading, marshalling and safing, and ground equipment operations.
Ground Support Equipment	Operate and maintain AGE identified in property agreement KCA-4412
Commodity support	Provide fuel, liquid oxygen, and other commodities as may be necessary for aircraft support
NASA Intercenter Aircraft Operations Panel Review (IAOP)	Support the NASA IAOP review and process as identified in NPR 7900.3C et seq.

Operational Approval Matrix

hicles					
	Aircraft	Unmanned Aerial Systems	Amateur Rockets (CFR Part 101)	Balloons (CFR Part 101)	Rock Vehicles/
		Class A – I	Class A - NASA Notification is not required		
alysis is not - Aircu ting a hazard airw i.F perimeter publ I.AV 401	Aircraft operating with civil airworthiness certificate under 14 CFR Part 91 or a public aircraft operating IAW 49 USC 40125(b), and 40125(a)(1)	 Based on SF analysis is not capable of creating a hazard outside of the SLF perimeter Meets published SF safety requirements OR operating within approved FAA COA 	Meets 14 CFR 101 (C) Class 1 or 2 rocket definition AND Based on SF analysis, not capable of creating a hazard outside of SIF perimeter AND Operated IAW 14 CFR 101 (C) and applicable NFPA code	Tethered Balloon Based on SF analysis, not capable of creating hazard outside SLF perimeter AND operated IAW 14 CFR 101 (B) and includes a FTS (rapid deflation) Free Fileht Balloon Will exit SLF perimeter on planned trajectory AND Operated IAW 14 CFR Part 101 (D) AND Not planned to drop on NASA property	· N/A
		Class B	Class B - NASA Notification Required		
- Unce - OR A Spec	Uncertificated Aircraft OR Aircraft flight requiring Special Use Airspace	Meets Class A AND may be a high visibility project with some media attention OR Operating within Special Use Airspace without FAA COA	 Meets Class A AND May be a high visibility project with some media attention 	Tethered/Free Flight Balloon - Meets Class A - AND May be a high visibility project with some media attention - OR planned trajectory over NASA personnel/property	 SF analysis of vehicle/operatic creating a hazar perimeter. SF p Safety analysis f Differences in a jointly resolved
	Class C - NASA	Notification and Coordination Rec	Class C - NASA Notification and Coordination Required - NASA Safety & Flight Ops Acceptance of	ceptance of Airframe/Ops Required	
alysis, is — Aircr ting a hazard — OR B UF perimeter capa haza perir	Aircraft Carrying Ordnance OR Based on SF analysis, is capable of creating a hazard outside of the SLF perimeter	 Based on SF analysis, is capable of creating a hazard outside of the SLF perimeter OR Requires an alternate air field outside of SLF perimeter 	- Meets 14 CFR 101 (C) definition for Class 3 rocket OR based on SF analysis is capable of creating a hazard outside SLF perimeter OR SF analysis shows dropped booster/payload will land outside of SLF perimeter	Tethered/Free Flight Balloon Exceeds 14 CFR 101 requirements Free Flight Balloon Based on SF analysis, is capable of creating a hazard outside SLF perimeter beyond 14 CFR 101 accepted hazards OR SF analysis shows a dropped object over or on NASA property	- Based on SF an of creating a haz perimeter
	Class D - NASA I	Notification and Coordination Requ	uired-NASA Safety & Flight Ops Det	Class D - NASA Notification and Coordination Required - NASA Safety & Flight Ops Detailed Independent Analysis Required	
- N/A		Meets Class C AND meets the criteria of Cat 3 UAS [MGTOW>330lbs, OR V _{NO} > 200K(AS) OR requires NASA assets/personnel	Meets Class C OR requires FTS for public safety OR Other than amateur rocket OR requires NASA	Free Flight Balloon Meets Class C AND requires NASA assets OR requires FTS for public safety	Meets Class A Or Requires

Space Operations Requirements

Title	Requirement
License to Operate a Launch Site	Obtain and maintain certification from FAA per 14 CFR § 420 to operate the SLF as a launch site
License to Operate a Reentry Site	Obtain and maintain certification from FAA per 14 CFR § 433 to operate the SLF as a reentry site
45th Space Wing Launch and Reentry requirements	Comply with 45th Space Wing required launch and reentry /landing regulations as specified by 45th Space Wing
Compliance with NASA-KSC Requirements	Comply with NASA-KSC Range Safety requirements for operations as Class B-D as indicated in the SLF Operational Approval Matrix
Operational Deviations	Non-emergency deviations to airfield requirements (e.g., marking, lighting, obstruction) specified in Section XXXII or this Exhibit H shall be provided to NASA prior to implementation and published in the appropriate FAA/DoD publications

EXHIBIT I: SLF AGREEMENT POINTS OF CONTACT

Business Points of Contact:

NASA Space Florida Mr. Robert Hubbard Mr. Jim Kuzma

Partnership Development Manager Chief Operating Officer Robert.J.Hubbard@nasa.gov jkuzma@SpaceFlorida.gov Phone: 321-867-5415 Phone: 321-730-5301 x243

Fax: 321-867-1670 Fax: 321-730-5307 NASA Kennedy Space Center Space Florida

Mail Code: AD-C 505 Odyssey Way, Suite 300 John F. Kennedy Space Center, FL 32899 Exploration Park, FL 32953

Technical Points of Contact:

NASA Space Florida Mr. John A. Graves Mr. Steve Szabo

Operations Officer Spaceport Development Program Manager

John.A.Graves@nasa.gov sszabo@spaceflorida.gov Phone: 321-867-5124 Phone: 321-730-5301 x107 Fax: 321-867-1817 Fax: 321-730-5307

NASA Kennedy Space Center Space Florida

Mail Code: UB-C 505 Odyssey Way, Suite 300 John F. Kennedy Space Center, FL 32899 Exploration Park, FL 32953

Public Affairs Points of Contact:

Space Florida NASA

Ms. Tracy Young Mr. Dale Ketcham Public Affairs Officer Director, Strategic Alliances

Tracy.G. Young@nasa.gov dketcham@spaceflorida.gov Phone: 321-867-9284 Phone: 321-730-5301 x225

Fax: 321-867-2525 Fax: 321-730-5307

NASA Kennedy Space Center Space Florida

Mail Code: PA 505 Odyssey Way, Suite 300 John F. Kennedy Space Center, FL 32899 Exploration Park, FL 32953

EXHIBIT J SPFL PLANNED OPERATIONS AND ASSOCIATED INSURANCE REQUIREMENTS

- A. List of SPFL Planned activities for the time period of June 22, 2015 to June 21, 2016 includes those activities shown in the "Space Florida Shuttle Landing Facility Operations Forecast for 2015-2016, incorporated herein.
- B. Required Insurance Amounts for Damage to U.S. Government Property:

SPFL will maintain insurance in the amount of \$100,000,000 for damage to U.S. Government facilities at the SLF, and \$26,123,163 for the SLF Runway 15/33.

C. Required Insurance Amounts for Protection of Third Parties

SPFL will maintain Aviation Liability Insurance in the amount of \$50,000,000, and a Comprchensive General Liability Policy (General liability, Automobile, Property, Workers' Compensation) in the amount of \$3,000,000.

D. Required Insurance Amounts for Damage to SPFL Improvements

Calana

SPFL is not planning to make any Improvements to the SLF property during this insurance period. The parties will determine what insurance is required when SPFL determines a schedule for Improvements in future Annual Strategic Reviews.

Signed:

For NASA

Ralufe

6-22-15

Date

FOR SPEL FRANK A. DIBELLO

in the state of

Date

Space Florida Shuttle Landing facility Operations Forecast for 2015 -2016

Avi	iation	Platforms (operations in 201	15)		And the second of the second o	
Inve	entor	y <u>Platform</u>		Oos Summary	<u>Fuel</u>	Comments
	6	Starfighters	F-104 Supersonic Set Interceptor	3 flights monthly	Jet A	
	3	KSC Helicopters	UH-1 Huey	3-4 flights weekly	JP B	
		Unmanned Aerial Systems	Estimatred at 50 Various Platforms	400 flights annually	Gas, Battery	approx 85 % less that 125 lbs with 65% less than 25lbs
	1	Northrop T 38 Talon	•	30 flights annually	JP B	
	1	Antonov	An-124, An-225	1 flight monthly	Jet A	
	1	Lockhezed C-5	Lockheed Galaxy	1 flight monthly	3P-8	
	1	Commerical Logistics Flights	Logistics aircraft	1-2 flights monthly	Jet A	Commercial faunch rate increase
	1	Swiss Space Systems	Air Bus A350 & A380; SOAR Spacecraft	3-6 flights, maintenance Nov 2015	Jet A	
		Commercial Aircraft	Valous	35 flights annually	JP A	
5pa	ice Pla	otforms				
	1	NASA Program	prototype planetary lander serving as a vertical test bed	10-20 days of testing annually	Methane & Oxygen pressurized by Helium	New test program 2015
	1	Commercial Space Compnay	Lunar lander spacecraft	10-20 days of testing annually	Hydrogen Peroxide	Test Program 2016
	1	X-37 (USAF)	X-375pacecraft	2 landing annually	Glider on return	2015
	1	Commerical Space Craft	RLV	2 flights monthly	RP-1 & LOX	2017
	1	Commercial Space Company	Lunar spacecraft	10-30 days of testing	Isopropyl Alcohol and LOX	New test program 2016-2017
	1	DoD Program	XS-1 Spacecraft	10 events over 6 month period	RP-1 & LOX; LOX and Methane	2018
	1	Suborbital Program	RLV	2 landings annually	Glider on return	2017
Avid	otion	& Space Platforms				
	1	Swiss Space Systems	Air Bus A350 & A380; SOAR Spacecraft	3-6 flights, maintenance Nov 2015	Jet A	2015
	1	Commercial Space Company	Carrier Aircraft		Carrier Jet A & LOX & RP1	2016
Oth	er act	dvity Straight-line Performance Raci	h NASCAR cais	35 days		2014
	. 33.5) which			
Fuei	i Asse	ts	10,000 gallon tank (Jet A - Starlighters)			
		·	Two (2) fuel trucks (8,000 gallon capacity)			
			GSA Contract			Projected for 2016
Sna	cial Fi					

Special Events

Fire Ball Run Event October 3rd

Promotional lap & photo event

MODIFICATION TO EXHIBIT A TO KCA-4412 REV. BASIC DATED JUNE 22, 2015

This Modification updates Exhibit A to The Property Agreement Between The National Aeronautics And Space Administration John F. Kennedy Space Center And Space Florida For The Transfer Of Operations And Management Of The Shuttle Landing Facility (Hereinafter "Agreement"), As Amended, KCA-4412, Rev. Basic-1, Dated June 22, 2015, to add additional items to the SLF Facility Listings exhibit section of the agreement ("Modification"). It is accomplished pursuant to Article XIX of the Agreement which allows for exhibits to be "added to, updated or removed after written approval by both the NASA KSC and SPFL's respective Business POCs.

This Modification is effective upon the date of the last signature below and shall remain in effect for the Term of Agreement.

Exhibit A is modified to add the following facilities:

EXHIBIT A: DESCRIPTION OF THE PROPERTIES

A.2.A	SLF FACIL	SLF FACILITY LISTINGS			
	K6-0016	T-SHELTER (added)			
	J6-2362A	AIRCRAFT SERVICING SHED (ASS) (added)			
	24432	LACB BATTERY BANK A (added)			
	24431	LACB BATTERY BANK B (added)			
	22860	ATCT GENERATOR (added)			
	24370	T1 TRANSFORMER (added)			
	24371	SWITCHBOARD MDP (added)			

^{*}Facility operated and managed by Space Florida, per KCA-4412

A.2.C NASA MOTHBALLED/ABANDONED FACILITIES (added section #)

SIGNATORY AUTHORITY

The terms and conditions of this Modification are hereby incorporated into Exhibit A to KCA-4412. The signatories to this Modification covenant and warrant that they have authority to execute this Modification.

JOHN F KENNEDY SPACE CENTER NATIONAL AERONAUTICS AND SPACE ADMINISTRATION, an Agency of the United States

By Vichi Johnston

Robert J. Hubbard

Partnership Development Manager

Date: 3-24-17

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

Jim Kuzma

Chief Operating Officer

Date: 23 Manua 2017