



**Request for Bids
For
Shuttle Landing Facility Aircraft Ground Equipment Shelter Demolition and
Construction of New Aircraft Ground Equipment Shelter Carport**

RFB 01-0-2026

Publication Date: April 15, 2026

Due Date: May 29, 2026

Space Florida (SF) is dedicated to fostering the growth and development of a sustainable and world-leading aerospace industry in the State of Florida. SF promotes aerospace business development by facilitating business financing, spaceport operations, research and development, workforce development, and innovative education programs. SF is an independent special district and a subdivision of the State of Florida and is governed by Part II of Chapter 331 of the Florida Statutes.

Overview

Space Florida (SF) operates Cape Canaveral Spaceport's Shuttle Landing Facility (SLF), also known as the Launch & Landing Facility (LLF). Currently the complex is being developed, managed, and operated by SF. Within the SLF is located the Aircraft Ground Equipment (AGE) Shelter.

The Scope of this Project is seeking a contractor to demolish the existing AGE, and construct a new AGE shelter (carport), per Exhibit A Statement of Work - Shuttle Landing Facility Aircraft Ground Equipment Shelter Demolition and Construction of New Aircraft Ground Equipment Shelter Carport.

Mandatory Pre-Bid Site Visit

There will be a Pre-Bid site visit to meet with Space Florida for a tour of the location. Attendance at the pre-bid site visit is mandatory to bid on this procurement. Attendance is limited to two (2) individuals per company.

Date: April 29, 2026

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 B, 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 submit badge requests no later than April 22, 2026, at 4:00 pm for the pre -bid meeting.
All parties needing a badge to enter either Kennedy Space Center must complete the form(s) located via the link below.

<https://www.cognitofrms.com/SpaceFlorida1/KSCBadgeQuickForm>

- The Space Florida host is Jerry Thompson, email jthompson@spaceflorida.gov

Badging requests received after April 22, 2026, at 4:00 will not be processed.

Vendors are responsible for their own transportation.

Tentative Schedule

EVENT	DATE	TIME (EDT)
Legal Notice sent to Florida Today	April 10, 2026	
RFB Posted on Space Florida's Website and DemandStar	April 15, 2026	
Pre-Bid Site Visit Request due	April 22, 2026	4:00 PM
Pre-Bid Site Visit	April 29, 2026	10:00 AM
Question Submission Deadline	May 6, 2026	12:00 PM
Question Responses Posted	No later than May 12, 2026	
Bid Forms Due	May 29, 2026	12:00 PM
Bid Packages Opened (Public Forum) Microsoft Teams meeting Join: https://teams.microsoft.com/meet/289777421372?p=qTNo6vmzRM0XyUqWBb Meeting ID: 289 777 421 372 Passcode: Ag68Y4Zv	May 29, 2026	1:00PM
Need help? System reference Dial in by phone +1 321-234-5533 , 565903615# United States, Orlando Find a local number Phone conference ID: 565 903 615#		
Bid Packages evaluated by Contracts and Technical Personnel	Following Bid Package Opening	
Award of Intent to Award	To Be Determined	

Communications and Questions

1. Prospective vendors and representatives thereof shall not contact, communicate with, or discuss any matter relating in any way to this RFB 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 RFB. Any such may result in disqualification from consideration for award of this RFB.
2. Questions may be asked regarding the RFB process or the project. Submission of all questions through e-mail to Space Florida Contracts is required. Questions should be emailed to Annette O'Donnell at aodonnell@spaceflorida.gov. No answers given in response to questions submitted shall be binding upon this solicitation process unless released in writing on Space

Florida's website. **The deadline for Contracts to receive questions is on or before May 6, 2026, at 12:00 p.m.**

Submittal Instructions:

ALL BID FORMS MUST BE SUBMITTED ELECTRONICALLY TO aodonnell@spaceflorida.gov. No hard copy originals will be accepted. Bid packages are due via email no later than May 29, 2026, by 12:00 pm. Packages shall be submitted as an Adobe PDF file.

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

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

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

- A. Title Page:** Identify the RFB subject, RFB number, name of vendor, vendor address, vendor phone and facsimile number, primary point of contact, primary point of contact's title and e-mail address for receipt of notifications and date of submittal.
- B. Letter of Transmittal:** The letter must be signed by a representative authorized to contractually bind the vendor and include the title or authority of the representative. The letter shall not exceed two pages and it shall briefly state the understanding of the vendor regarding the work to be performed, confirmation of meeting the minimum qualifications, and make a positive commitment to perform the work within the specified time period. The following must be included:
1. Type of business (sole proprietorship, partnership, corporation, etc.)
 2. State of incorporation.
 3. Headquarters location and whether offices are located in the State of Florida, and if so, where.
 4. The names and contact information of the persons who will be authorized to make representations for the vendor.
 5. A certification that the vendor will furnish the goods and services specified in the bid package at the prices quoted in the bid, and that the bid will remain firm for sixty (90) days after the date that the bid package is submitted in order for SF to evaluate the bids and make an award.
 6. Confirmation of any and all addenda.

C. Eligibility:

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

By submitting a bid, the vendor agrees to all the terms and conditions of the contract attached as Attachment C, without revision.

7. Insurance

Attach evidence of required insurance coverage or proof of insurability in the amounts defined in the Insurance Section of the form of the Contract attached hereto as Attachment B. Final insurance forms must contain the correct solicitation and/or project number and Space Florida contact person.

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

E. Required Forms

1. Non-Collusion Clause

Complete Non-Collusion Clause form included in this package. Exhibit E

2. Public Entity Crimes

Complete the sworn statement on public entity crimes form included in this package. Exhibit F

3. Scrutinized Company Statement

Complete Scrutinized Company Statement form included in this package. Exhibit G

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

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

Disputes: Space Florida is not an agency for purposes of section 120.57(3), Florida Statutes, and therefore the Florida Division of Administrative Hearings is without jurisdiction to hear bid protests

brought pursuant to that section. The sole remedy that disappointed vendors in this solicitation shall have, is as follows. Any vendor who is adversely affected by the terms, conditions, and specifications contained in this RFB shall file a formal written protest within 7 business days after the date that the RFB is posted on Space Florida's website. Any vendor who is adversely affected by the Award Notice shall file a formal written protest within 3 business days after the date that the Award Notice is posted on Space Florida's website. There shall be no other points of entry for a protest. It shall be the vendors' sole responsibility to check Space Florida's website for such postings. All formal written protests shall be filed with the Space Florida Contracts by email to Annette O'Donnell at aodonnell@spaceflorida.gov. Any protest shall be accompanied by a non-refundable filing fee of \$5,000.00 to compensate Space Florida for its handling of the protest. Space Florida shall issue a written decision on the protest that shall be final. No vendor shall initiate any other legal proceedings without first receiving Space Florida's written decision on the protest.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

The remainder of this page intentionally blank.

Exhibit A
Statement of Work for
Shuttle Landing Facility Aircraft Ground Equipment Shelter Demolition and Construction of
New Aircraft Ground Equipment Shelter Carport

SPACE FLORIDA
SHUTTLE LANDING FACILITY AIRCRAFT GROUND EQUIPMENT
SHELTER DEMOLITION & CONSTRUCTION OF NEW AIRCRAFT
GROUND EQUIPMENT SHELTER CARPORT

1. PROJECT OVERVIEW

Space Florida (SF) operates Cape Canaveral Spaceport's Shuttle Landing Facility (SLF), also known as the Launch & Landing Facility (LLF). Currently the complex is being developed, managed, and operated by SF. Within the SLF is located the Aircraft Ground Equipment (AGE) Shelter.

2. PROJECT OVERVIEW

Space Florida is seeking a contractor to demolish the existing AGE, and construct a new AGE shelter (carport), per the specifications herein.

3. SCOPE OF WORK

1. Demolition

- a. The Contractor shall demolish and dispose of the existing AGE structure, leaving the concrete apron fully exposed and undamaged.
- b. All footers shall be removed from the right-of-way. During the removal, saw cuts shall be clean, linear cuts through the full depth of the footer slab.
- c. Electrical systems shall be disconnected at the power source. Lines shall be severed at the right-of-way, and all above-ground wiring and conduit shall be removed. A licensed electrician shall perform all electrical disconnections.
- d. All demolition debris shall be placed into Contractor-provided on-site dumpsters. Dumpsters shall be in adequate quantity and shall be covered during high winds and overnight to prevent Foreign Objects of Debris (FOD) and wildlife intrusions.
- e. Contractor shall provide barricades, flashers, and all required safety equipment during demolition and debris removal.
- f. All salvage scrap materials resulting from demolition will become the property of NASA. Contractor will arrange to drop/transport material to Ransom Road.
- g. Please see Exhibit A, Shuttle Landing Facility Install Additional A.G.E. Storage Area Site Plan and Specifications, 81K02154.

2. Construction of New GSE Carport

- a. Contractor shall construct a standalone, hurricane-rated, open-wall, standalone, Ground Support Equipment (GSE) carport on the existing apron. Structure size shall be 12 ft (W) × 40 ft (D) × 10 ft (H). See Exhibit B for aerial location details.
- b. Contractor shall install adequate overhead LED lighting within the new structure, to include two control switches, one at the front and one at the rear.
- c. Contractor shall install three (3) two outlets, 120-volt receptacles, positioned starting five

- feet inside the entrance and five feet from the exit, spaced approximately ten feet apart.
- d. Contractor is responsible for all temporary power required to complete the work.

3. Requirements, Labor, Materials and Equipment

- a. The Contractor shall furnish all labor, materials, machinery, tools, equipment, utilities, transportation, and services required to complete all demolition and construction work under this contract. Labor shall include supervision and technical personnel,
- b. Contractor shall possess and maintain sufficient equipment to complete the work. All operators must be trained, competent, and qualified in the use and care of the equipment.
- c. Contractor shall provide a plan detailing protection of the surrounding grounds, sidewalks, roadways, and aprons from heavy-equipment damage. Contractor shall repair, at Contractor expense, any damage caused by the work performed.
- d. Contractor is responsible for all costs incurred through the performance of demolition and construction services.

4. Safety and Compliance

- a. Contractor shall prepare an Accident Prevention Plan (APP) specific to all activities and submit it for SF approval.
- b. Contractor will conduct safety meetings at the project site on the first day of work, the start of any new activity or phase, and at least weekly throughout the project.
- c. Contractor shall practice good housekeeping and maintain a safe, clean job site, including storage and waste areas.
- d. All work shall be performed in a safe, secure, and in accordance with:
 - i. Florida Building Code
 - ii. Local, state, and federal regulations
 - iii. All applicable permitting and construction standards
- e. Contractor and all active on-site personnel may be required to pass airfield and runway training.
- f. The Contractor shall comply with all applicable Occupational Safety and Health Administration (OSHA) regulations relating to safety, security, occupational health, fire protection, traffic control, and personnel clearances while performing work on-site.
- g. All accidents and near misses shall be immediately investigated by the Contractor.
- h. The Contractor shall report all accidents and near misses to the SF Project Manager within four (4) hours of the occurrence.
- i. All work-related recordable injuries, illnesses, and property damage incidents shall be reported to the SF Project Manager immediately, but no later than four (4) hours following the incident.
- j. A written incident report shall be submitted to SF within twenty-four (24) hours of the incident.

5. Scheduling and Coordination

- a. Work shall be performed between 7:00 AM and 4:30 PM, Monday through Friday,

- excluding federal holidays.
- b. Requests to work outside these hours shall be submitted in writing to the SF Project Manager at least three workdays in advance.
 - c. Contractor shall work around the operational schedule as designated by the SF Spaceport Director, of the Launch and Landing Facility.
 - d. Contractor shall coordinate and become familiar with current and future site projects that may impact design, construction, and scheduling.
 - e. Utility shutdowns and switchovers must be coordinated and approved by all of the following:
 - i. SF Program Manager
 - ii. SF Building Department
 - iii. NASA Authority Having Jurisdiction (NASA-AHJ)
 - f. Contractor shall collaborate with the SF Operations & Maintenance contractor and permitting department to update As-Built Drawings of the existing apron.
 - g. Contractor should maintain and provide a project directory with names and contact numbers for key designated personnel.

6. Permitting

- a. Contractor shall attend and chair all required meetings with permitting agencies. Contractor will provide meeting minutes to SF within two days following the meeting.
- b. Contractor shall utilize the SF development manual for permit process applications, inspections, and close-outs. The permitting manual will be provided to the selected vendor.

7. Quality and Issue Resolution

Contractor shall address all deviations from this Scope of Work immediately. If not corrected, SF reserves the right to determine a fair and reasonable resolution for outstanding issues.

8. Additional Requirements:

Demolition activities shall not begin until all the following conditions have been met:

1. Pre-Inspection
 - The SF Project Manager and the Contractor's Site Superintendent have conducted and documented a pre-demolition site inspection.
2. Permitting
 - A valid demolition and/or building permit has been issued to the Contractor by the appropriate permitting authority.
3. Utility Disconnection
 - All utilities serving the structure have been properly disconnected, terminated, and capped by qualified personnel. Documentation of utility isolation shall be provided to the SF Project Manager prior to the start of demolition.

10. Deliverables

Deliverables	Due:
Building Permit	Prior to construction, NTP +20 workdays

GSE Facility Conception/Drawings	Prior to construction, NTP +25 workdays
Project schedule to completion	Prior to construction, NTP +30 workdays
Weekly Status Report	Due weekly
Written status report	Due with invoice
Close Out Report to include scrap recovery receipt showing material disposed of legally.	Due upon completion, prior to final payment
Updated As-Builts	Due upon completion, prior to final payment
Closed Building Permit	Due upon completion, prior to final payment

Exhibit B

Aerial Location Details

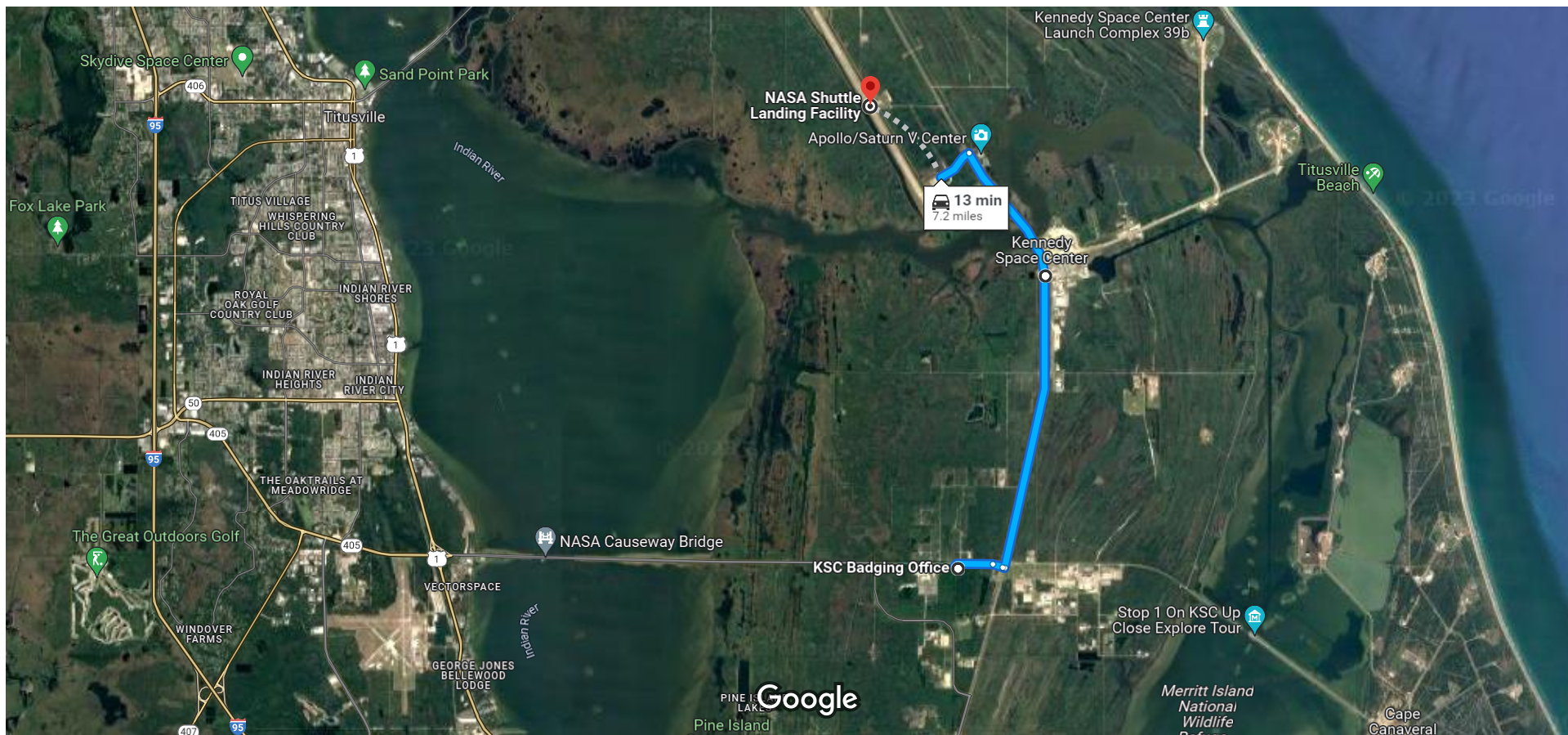


Exhibit B
KSC Badging Office to Shuttle Landing Facility Map



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 C
Form of the Contract

FIXED PRICE MILESTONE PAYMENT AGREEMENT NO.: _____
BETWEEN
SPACE FLORIDA
and

This **FIXED PRICE AGREEMENT** (“Agreement”) is entered into on _____, 2026, (the “Effective Date”) by **SPACE FLORIDA** (“SF”), an independent special district, a body politic and corporate, and a subdivision of the State of Florida, whose principal place of business is 505 Odyssey Way, Suite 300, Exploration Park, FL 32953, _____ (“Contractor”), a Florida company whose principal place of business is _____.

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

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

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

WHEREAS, 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, a copy of which is attached hereto as Attachment A and is incorporated by reference.

WHEREAS, Space Florida requires a contractor for the Shuttle Landing Facility Aircraft Ground Equipment Shelter Demolition and Construction of New Aircraft Ground Equipment Shelter Carport.

WHEREAS, Space Florida issued RFB 01-0-2026 and Contractor was selected as the awardee.

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

NOW, THEREFORE, the parties agree as follows:

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

- a. Within the scope of this Agreement, Contractor shall devote its best efforts and such time, attention and energy to the business of SF as is required, and shall be available, with reasonable notice by SF for meetings, travel, and telephone communications for issues relating to this Agreement. Contractor shall promptly respond to all requests from and guidance provided by the President, or any other employee, of SF designated in this Agreement, or in writing by the SF President.
- b. Contractor shall provide the services described in Attachment B, Statement of Work Shuttle Landing Facility Aircraft Ground Equipment Shelter Demolition and Construction of New Aircraft Ground Equipment Shelter Carport (“Permitted Use”).
- c. The schedule for the Statement of Work and the deliverables is as stated in Attachment B, Statement of Work Shuttle Landing Facility Aircraft Ground Equipment Shelter Demolition and Construction of New Aircraft Ground Equipment Carport.

2. Period of Performance. This Agreement shall commence on the Effective Date and shall remain in full force and effect through _____ (the “Expiration Date”) unless terminated, or extended, by mutual written agreement by both parties.

3. Compensation.

a. The not-to-exceed milestone fee to be paid by SF to Contractor for the services to be provided under this Agreement shall be _____, including all out of pocket and travel costs. If SF authorizes a substantial or material change to the Scope of Services, the milestone fee may be equitably adjusted, in writing, by mutual consent of the parties. SF shall have no obligation to pay any fee, expenditure, charge, or cost incurred by Contractor beyond the amount of the total milestone fee. The milestone fee shall be paid in accordance with the following milestone schedule:

b.

Payment %	Milestone (work to be completed)	Due Date (Optional)
25%	GSE Facility Conception/Drawings	Prior to construction, NTP* +25 workdays
50%	Close Out Report to include scrap recovery receipt showing material disposed of legally.	.
15%	Updated As-Builts	
10%	Closed Building Permit	Net 30 Upon Completion

- Notice to Proceed

- c. Contractor shall not begin performance of services under this Agreement until this Agreement is signed by all necessary parties. Otherwise, Contractor is working at risk of not being paid.
 - d. Invoicing.
 - i. Contractor shall invoice SF when the work is complete for all services to be provided in section 1.(b) above under this Agreement. All invoices and Deliverables shall be submitted in detail in a form acceptable to SF for all services provided after the Effective Date under this Agreement. Contractor shall submit the invoices and Deliverables electronically, confirmed returned receipt, to SF Accounting at accounting@spaceflorida.gov with a cc to the SF Project Manager.
 - ii. Invoices shall be submitted in a detail sufficient for a proper pre-audit and post-audit based on quantifiable, measurable and verifiable units of deliverables.
 - e. In determining the amount of payment, Space Florida will exclude all costs incurred by Contractor (i) prior to the Effective Date of this Agreement, (ii) after the Expiration Date or termination date of this Agreement, or (iii) costs which are outside of the Scope of Services.
 - f. Space Florida shall make payment to Contractor within thirty (30) days of receipt of a proper invoice after completion.
 - g. Any funds paid in excess of the amount to which Contractor is entitled under the terms of this Agreement must be refunded to SF. The balance of unobligated funds, if any, which has been advanced or paid by SF to Contractor under this Agreement must be refunded to SF.
 - h. If Contractor fails to perform the minimum level of service required by this Agreement, SF may exercise any remedies at law or in equity, including, without limitation, the right to (i) impose penalties and sanctions, (ii) withhold and/or reduce payment, and (iii) terminate this Agreement in accordance with the terms hereof.
 - i. The acceptance by Contractor, its successors, or assigns, of the final payment due upon the termination or expiration of this Agreement, shall constitute a full and complete release of SF from any and all claims, demands, or causes of action whatsoever that Contractor, its successors or assigns may have against SF under this Agreement.
4. Availability of Funds.

All payments to be made by SF under this Agreement are subject to the availability of appropriated funds by the Legislature of the State of Florida. SF shall immediately notify Contractor should funds become unavailable.

5. Use of the Premises.

- a. Contractor's work at the Cape Canaveral Spaceport Launch and Landing Facility constitutes an approved activity as defined in Article II of the Property Agreement.
- b. Space Florida is required to provide priority use and scheduling for major NASA and U.S. Department of Defense operations that require access to and use of the Cape Canaveral Spaceport Launch and Landing Facility. Contractor acknowledges that NASA may invoke its right to priority use at any time during the Term of this Agreement. [Sec. A, Art. III and Sec. A, Art. VI. Property Agreement.]
- c. Space Florida shall make every effort to ensure that Contractor has access for work on the Premises, and that disruption to Contractor for such work will be minimized to the maximum extent possible.
- d. Contractor shall comply with all requirements and restrictions of the Property Agreement applicable to the Cape Canaveral Spaceport Launch and Landing Facility at no cost to Space Florida. In the event of conflict between the provisions of the Property Agreement and this Agreement, the following priority is established: (1) the Property Agreement, (2) this Agreement, and (3) specific written direction from Space Florida.
- e. Contractor shall comply with all Applicable Laws when working on the Premises. Applicable Laws mean 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 Kennedy Space Center ("KSC") from time to time in the course of NASA's general administration of, and having application to the entirety of, the KSC, now existing or later adopted during the Term of this Agreement insofar as any thereof relate to or are required by the condition, use or occupancy of the Cape Canaveral Spaceport Launch and Landing Facility. [Art. XXXIII, Property Agreement].
- f. Contractor shall comply with the Space Florida Shuttle Landing Facility Environmental, Safety and HAZMAT Requirements attached hereto as Attachment D.
- g. The NASA KSC Center Director, in their sole discretion, has the authority to direct Space Florida to cease all activities at the Cape Canaveral Spaceport Launch and Landing Facility that are reasonably believed to be incompatible with safety, security, environmental protection, resource protection, or other Government interests. Contractor shall have no claim against Space Florida, the Government, or any officer, agent employee or related entity of the Government on account of such actions. [Sec. E, Art. II, Property Agreement]. Government means the federal government of the United States of America. [Art. XXXIII, Property Agreement].

- h. Contractor accepts the Premises “as is”. Contractor has inspected the Premises and has found them suitable for Contractor’s Permitted Use. Contractor acknowledges that no express or implied warranty has been made by NASA or Space Florida as to the condition or suitability of the Premises for the Permitted Use. [Art. XI, Property Agreement].
- i. The Premises and Cape Canaveral Spaceport Launch and Landing Facility shall be used in a manner consistent with the Permitted Use and for no other use or purpose whatsoever. Any other use will entitle Space Florida to terminate this Agreement. No changes to the Permitted Use are valid unless and until prior written approval is received from NASA and Space Florida. Contractor shall not use or permit any use at the Cape Canaveral Spaceport Launch and Landing Facility for any purpose that is illegal, inconsistent with the Permitted Use, or prohibited by Section D of Article II of the Property Agreement.
- j. Contractor agrees not to place or allow to be placed upon the Premises any lien to be attached to the Premises, and hereby agrees to save and hold harmless Space Florida and the Government from and against any such lien or claim of lien.

6. Construction, Improvements and Alterations by Contractor.

Prior to commencing construction or performing any improvements or alterations to the Premises, Contractor shall obtain written approval from Space Florida, which such approval shall not be unreasonably withheld. All construction, improvements and alterations to real property shall be performed in compliance with the terms of the Property Agreement and the Use Permit. “Improvements” mean any addition, alteration, or other modification of any kind to the Cape Canaveral Spaceport Launch and Landing Facility 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 Contractor may construct or install upon the Cape Canaveral Spaceport Launch and Landing Facility. [Art. XXXIII, Property Agreement].

7. Use of NASA Name and Emblems.

Unless otherwise agreed to by NASA, Contractor 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. [Art. IX, Property Agreement].

8. Safety. [Art. XVIII, Property Agreement]

- a. Contractor shall comply with Kennedy NASA Procedural Requirements (KNPR) 8715.3-3, Kennedy Space Center (“KSC”) Safety Procedural Requirements for Space Florida’s 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:
 - 1. The death of an individual.
 - 2. Injury or illness to any individual that is not employed by Space Florida or Contractor, its agents or invited guests.
 - 3. Damage to property outside the Cape Canaveral Spaceport Launch and Landing Facility defined area.
 - 4. High visibility or high public interest event, including events that could bring OSHA or media attention to NASA.
 - a. 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 Cape Canaveral Spaceport Launch and Landing Facility Airfield Manager identified in Section 20 below.
 - b. 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.
 - ii. For KSC-Reportable Mishaps that involve at least one of the following:
 - 1. Death, injury or illness of a NASA employee/NASA Related Entity employee.
 - 2. Damage to NASA real or personal property at the Cape Canaveral Spaceport Launch and Landing Facility but which has not been “loaned/permitted” to Contractor.
 - (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. Contractor shall cooperate in any such investigation.
 - (b) Contractor shall report any close call (“near miss”) to the Cape Canaveral Spaceport Launch and Landing Facility Airfield Manager identified in Section 20, below.

9. Protective Services.

Contractor shall comply with NASA regulations, and all other laws, policies and guidelines that pertain to security, fire, and emergency management. [Art. XXIX, Property Agreement].

10. Environmental Condition, Management and Compliance

Contractor shall strictly comply with the Property Agreement and all Applicable Laws with respect to the Cape Canaveral Spaceport Launch and Landing Facility. Prior to the Effective Date, Contractor shall complete an initial NASA KSC Environmental Checklist (KSC Form 21-608) and submit it to Space Florida for evaluation. To the extent applicable, information provided by Contractor shall include Contractor's use of the Premises beginning on the Effective Date.

- a. Contractor shall be liable for and required to remedy any environmental condition and matters affecting the Premises, or the Cape Canaveral Spaceport Launch and Landing Facility that are found by Contractor, Space Florida or NASA KSC to be a result of Contractor's use and occupancy of the Premises at the Cape Canaveral Spaceport Launch and Landing Facility.
- b. General Compliance. Contractor 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. If formal enforcement actions are taken against NASA or Space Florida for environmental violations due to Contractor's actions or inactions, Contractor shall reimburse NASA or Space Florida for any fines or penalties assessed. Environmental Laws include 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. [Art. XXX, Property Agreement].
- c. Existing Environmental Hazards. Contractor accepts the Premises associated with this Agreement in an "as is" environmental condition. Contractor 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. Hazardous material(s) means any substance that is (a) defined under any Environmental Law 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. [Art. XXX of the Property Agreement].
- d. Historical and Cultural Resources. Contractor 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 Cape Canaveral Spaceport Launch and Landing Facility, Contractor shall cease its activities and immediately notify Space Florida.

- e. Hazardous Waste. Hazardous wastes generated by Contractor shall be manifested, shipped, and disposed of under Contractor's Environmental Protection Agency hazardous waste generator identification number.
- f. Spill Reporting and Cleanup. Contractor shall take measures to prevent the release of hazardous materials at, about, or beneath the Premises, and Cape Canaveral Spaceport Launch and Landing Facility. Contractor shall contain, control, and cleanup all spills. On or before the Effective Date, Contractor must have a contract with a certified emergency response contractor for spills and spill cleanup, and a copy of such contract must be provided to Space Florida. The liability of Contractor under this section of this Agreement shall survive the termination of this Agreement with respect to acts or omissions that occur before such termination.
 - i. Spill Reporting and Notifications. Contractor shall immediately report spills, releases or emissions of hazardous materials that exceed a Reportable Quantity to:
 - ii. The Cape Canaveral Spaceport Launch and Landing Facility Airfield Manager, Kelly Dollarhide, by calling (321) 261-3850 or 904-887-5061 ;
 - iii. The Space Florida EHS Program Manager by calling (321) 730-2301 x123;
 - iv. NASA KSC emergency responders by calling (321) 867-7911;
 - v. 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
 - vi. 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.

Contractor shall also immediately report any spills 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 (i) the Cape Canaveral Spaceport Launch and Landing Facility Airfield Manager, James Moffitt, by calling (321) 261-3850 or (386) 566-8023, and (ii) NASA KSC EAB by calling (321) 867-9005. All spills must be cleaned up to State of Florida residential standards.

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.

Whenever Contractor is required to report a spill or release, Contractor shall also complete a written NASA KSC Pollution Incident Report (KSC Form 21-555) and submit it to the Cape Canaveral Spaceport Launch and Landing Facility Airfield

Manager and to NASA KSC EAB within three calendar days after the incident or discovery.

Contractor must complete the Space Florida Pollution Incident Reporting and Notification Report, a copy of which is attached hereto as Attachment E, for all spills to pervious surfaces or spills greater than 1 gallon to impervious surfaces. All applicable spills must be reported to Space Florida within 4 hours of discovery and the Space Florida Pollution Incident Reporting and Notification Report must be submitted to Space Florida within 72 hours of spill cleanup.

- g. Spill Cleanup. Contractor shall clean up all spills regardless of media impacted and quantity spilled. Whenever the any spill team responds to a spill, Contractor shall either reimburse NASA for those costs or establish a support agreement directly with the NASA KSC spill team contractor. Contractor 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.
- h. 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, Contractor 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, Contractor shall deliver cleanup reports to the Cape Canaveral Spaceport Launch and Landing Facility Airfield Manager and NASA KSC EAB no later than the end of the following calendar quarter.
- i. 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.
- j. Spill Prevention, Control and Countermeasures (SPCC). Contractor shall comply with applicable oil pollution prevention regulations under Title 40 Part 112 of the Code of Federal Regulations.
- k. Registered Petroleum Storage Tank Systems. Contractor shall comply with applicable petroleum storage tank system regulations (Florida Administrative Code Chapters 62-761 and 62-762).
- l. NASA Compliance Oversight. As the landowner, NASA has a responsibility to ensure that Contractor is complying with Environmental Laws and regulations. Contractor acknowledges that under the Property Agreement, Space Florida is

required to participate in periodic environmental audits of the Cape Canaveral Spaceport Launch and Landing Facility to exchange information; review current and future Cape Canaveral Spaceport Launch and Landing Facility 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, Space Florida must allow NASA KSC personnel access to conduct spot inspections of the Premises, and Cape Canaveral Spaceport Launch and Landing Facility, 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 Premises, and Cape Canaveral Spaceport Launch and Landing Facility during regular business hours and will give Space Florida 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. Space Florida is required to attend all spot inspections and provide corrective action responses for all identified violations, findings, and deficiencies by the due date in the inspection letter. Contractor shall be responsible for immediately correcting all violations, findings, and deficiencies identified in the inspection letter at Contractor's expense.

- m. Requirements Communication. By entering into this Agreement, Contractor acknowledges and is aware of all environmental compliance requirements in Article XXX of the Property Agreement. Contractor 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 or Space Florida's consent to such activities.
- n. Continuing Liability. This Section 19 shall survive the termination or expiration of this Agreement with respect to any damage, bodily or personal injury, illness, or death occurring prior to such termination. This Section shall survive the termination of this Agreement with respect to any environmental non-compliance condition identified by NASA or Space Florida, and shall continue until such non-compliance condition is fully mitigated, remediated, abated, or otherwise remedied to the satisfaction of NASA, Space Florida, and any federal, state, or local regulators with an interest in the non-compliance condition.

11. Termination.

- a. SF may terminate this Agreement upon seven (7) days written notice to Contractor.
- b. In the event of termination of this Agreement by SF, SF shall be obligated to pay for work performed by Contractor that has been approved by SF through the date of Agreement termination.
- c. As requested by SF, Contractor agrees to deliver to SF at the termination of this Agreement, or at any other time SF may request, all lists, databases, names, records

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

12. Repair of Damage for Activities.

Any real property, personal property or facilities lost, damaged, or destroyed by Contractor incident to Contractor's use and occupation of the Premises shall be promptly repaired or replaced by Contractor at Contractor's sole expense to the condition it was prior to said loss, damage or destruction. Notwithstanding any other provision in this Agreement, Contractor shall not be responsible for the cost of repairs for normal wear and tear.

13. Restoration and Vacation for Activities.

- a. Within one (1) days after the termination of this Agreement, Contractor shall at its cost, unless otherwise directed by Space Florida, vacate the Premises and remove Contractor's property from the Premises.
- b. Unless otherwise agreed upon by Space Florida and NASA, Contractor shall restore, or cause to be restored, the Cape Canaveral Spaceport Launch and Landing Facility, and any other Government property affected by or used in connection with the construction to the condition in which the Cape Canaveral Spaceport Launch and Landing Facility and such property existed prior to the construction on the first of the following: (i) within ten (10) days after the construction is complete (ii) termination of this Agreement or for a longer period of time as otherwise approved by Space Florida.
- c. In the event Contractor fails to comply with (a) or (b) above, Space Florida may take reasonable actions necessary to restore the Premises, and/or remove Contractor's property at Contractor's expense.
- d. Nothing in this Section shall obligate Contractor to restore, repair, or cover losses to Cape Canaveral Spaceport Launch and Landing Facility, Space Florida or other Government property, to the extent restoration is necessitated by a cause or causes other than Contractor's activities such as a loss caused by a third-party (not to include Contractor's subcontractors, agents or assigns) or a loss caused by a naturally occurring event such as a hurricane or flooding.

14. Public Records.

- a. SF, subject to the provisions of Section 288.075, Section 331.326, Chapter 119 of the Florida Statutes, and applicable federal law, must permit public access to all non-confidential, non-proprietary or non-International Traffic in Arms Regulation (ITAR) controlled documents or other materials prepared, developed or received by it in connection with the performance of the obligations under this Agreement.

- b. This Agreement may be unilaterally cancelled for refusal by either party to allow public access to all documents, papers, letters, or other such materials subject to the provisions of Chapter 119 of the Florida Statutes and made or received in conjunction with this Agreement, other than those specified as confidential or exempt information.
- c. To the extent Contractor is acting on behalf of SF as provided under Subsection 119.011(2) of the Florida Statutes, Contractor shall:
 - i. Keep and maintain public records required by SF to perform the services under this Agreement.
 - ii. Upon request from SF's custodian of public records, provide SF with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 of the Florida Statutes or otherwise provided by law.
 - iii. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the Contractor does not transfer the records to SF.
 - iv. Upon the expiration of this Agreement, transfer, at no cost, to SF all public records in possession of Contractor or keep and maintain public records required by SF to perform the service. If the Contractor transfers all public records to SF upon completion of the Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to SF, upon request from SF's custodian of public records, in a format that is compatible with the information technology systems of SF.
- d. If the Contractor fails to provide the public records to SF within a reasonable time the Contractor may be subject to penalties under Section 119.10 of the Florida Statutes. Further, SF may exercise any remedies at law or in equity, including, without limitation, the right to (i) impose sanctions and assess financial consequences, (ii) withhold and/or reduce payment, and (iii) terminate this Agreement in accordance with the terms hereof.
- e. **If the Contractor has questions regarding the application of Chapter 119, Florida Statutes, to the Contractor's duty to provide Public Records relating to this Agreement, contact SF's Custodian of Public Records at Space Florida, 505 Odyssey Way, Suite 300, Exploration**

Park, FL 32899 or via telephone at 321-730-5301 or email at info@spaceflorida.gov.

15. Intellectual Property.

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

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

17. Indemnification and Limitation of Liability.

- a. Contractor shall defend, indemnify, and hold harmless SF, its Officers, Directors, and employees, to the fullest extent permitted by law from and against all claims, damages, losses, liens, and expenses, (including but not limited to fees and charges of attorneys or other professionals and court and arbitration or other dispute resolution costs) arising out of or resulting from (i) the performance of services under this Agreement by Contractor or any person or organization directly, or indirectly, employed by Contractor to perform or furnish any of the services or anyone for whose acts any of them may be liable; (ii) breach of the terms of this Agreement by Contractor or any person or organization directly, or indirectly, employed by Contractor to perform or furnish any of the services or anyone for whose acts any of them may be liable; (iii) violations of applicable law by any person or organization directly or indirectly employed by Contractor to perform or furnish any services under this Agreement or anyone for whose acts any of them may be liable; and (iv) disease or death of third parties (including SF employees and agents and those of Contractor), or damage to property to the extent attributable to the negligence or misconduct of Contractor or any person or organization directly, or indirectly, employed by Contractor to perform or furnish any of the services under this Agreement or anyone for whose acts any of them may be liable.
- b. SF's limits of liability are set forth in section 768.28, Florida Statutes, and nothing herein shall be construed to extend the liabilities of SF beyond that provided in section 768.28, Florida Statutes. Nothing herein is intended as a waiver of SF's sovereign immunity under section 768.28, Florida Statutes. Nothing hereby shall

inure to the benefit of any third party for any purpose, including but not limited to, which might allow claims otherwise barred by sovereign immunity or operation of law. Furthermore, all of SF's obligations under this Agreement are limited to the payment of no more than the amount limitation per person and in the aggregate contained in section 768.28, Florida Statutes, even if the sovereign immunity limitations of that statute are not otherwise applicable to the matters as set forth herein.

- c. In no event shall SF be liable to Contractor for indirect, special, or consequential damages, including, but not limited to, loss of revenue, loss of profit, cost of capital, or loss of opportunity regardless of whether such liability arises out of contract, tort (including negligence), strict liability, or otherwise.
- d. SF shall not assume any liability for the acts, omissions, or negligence of Contractor, its agents, servants, employees, or subcontractors. In all instances, Contractor shall be responsible for any injury or property damage resulting from any activities conducted by Contractor.
- e. Under no event whatsoever shall the NASA be obligated or liable hereunder to the Contractor or any other third-party.

18. Scrutinized Companies List.

- a. By executing this Agreement, Contractor certifies that it is not: (1) listed on the Scrutinized Companies that Boycott Israel List, created pursuant to section 215.4725 of the Florida Statutes, (2) engaged in a boycott of Israel, (3) listed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to section 215.473 of the Florida Statutes, or (4) engaged in business operations in Cuba or Syria. Pursuant to section 287.135(5) of the Florida Statutes, Space Florida may immediately terminate this Agreement for cause if Contractor is found to have submitted a false certification as to the above or if Contractor is placed on the Scrutinized Companies that Boycott Israel List, is engaged in a boycott of Israel, has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria, during the term of the Agreement. If Space Florida determines that Contractor has submitted a false certification, Space Florida will provide written notice to Contractor. Unless Contractor demonstrates in writing, within 90 calendar days of receipt of the notice, that Space Florida's determination of false certification was made in error, Space Florida shall bring a civil action against Contractor. If Space Florida's determination is upheld, a civil penalty equal to the greater of \$2 million or twice the amount of this Agreement shall be imposed on Contractor, and Contractor will be ineligible to bid on any Agreement with a Florida agency or local governmental entity for three years after the date of Space Florida's determination of false certification by Contractor.

- b. If federal law ceases to authorize the states to adopt and enforce the contracting prohibition in this Section 10, this Section 10 shall be null and void without further action of the parties.
19. Interests of Foreign Countries. In compliance with Section 287.138 of the Florida Statutes, should 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, attached hereto as Exhibit F, 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.
20. Common Carrier. If Contractor meets the definition of a "Common Carrier" under Section 908.111, Florida Statutes, then Contractor must execute an attestation in conformity with Section 92.525, Florida Statutes, that the common carrier or contracted carrier is not willfully providing and will not willfully provide any service during the contract term in furtherance of transporting a person into the State of Florida knowing that the person is an unauthorized alien, except to facilitate the detention, removal, or departure of the person from this State or the United States. Such attestation must be provided to Space Florida prior to commencement of this Contract. In accordance with Section 908.111, Florida Statutes, Space Florida may terminate this Contract for cause if Contractor is found to be in violation of this provision or its attestation.
21. Independent Contractor. Contractor is and shall remain an independent contractor and not an employee of SF. This Agreement shall not be construed as a teaming, joint venture or other such arrangement. Nothing in this Agreement shall grant to either party the right to make commitments of any kind for or on behalf of the other party without the prior written consent of the other party.
22. Amendments/Modifications. This Agreement may not be altered, modified, amended or changed in any manner, except pursuant to a written amendment executed and delivered by each of the parties. Additionally, any such modification, amendment or change shall be effective on the date of execution and delivery, or such later date as the parties may agree therein.
23. Project Manager. SF has appointed a project manager who is responsible for enforcing the performance of this Agreement's terms and conditions and shall serve as a liaison with Contractor. SF's project manager is Facilities Manager, Jerry Thompson, jthompson@spaceflorida.gov, 321-730-5301 x213.

24. 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 24.c. until such delivery pursuant to methods (1)-(3) above shall be deemed to have been received pursuant to Subsection 24.c.
- b. For a notice, or other communication, under this Agreement to be valid, it must be addressed to the receiving party at the addresses listed below for the receiving party, or to any other address designated by the receiving party in a notice in accordance with this Section 24.

For Space Florida:

SF Contracts

Facilities Manager, Jerry Thompson

contracts@spaceflorida.gov

jtompson@spaceflorida.gov

Space Florida

505 Odyssey Way, Suite 300

Exploration Park, FL 32953

P: 321-730-5301

F: 321-730-5307

For Contractor:

{Contact Information}

- c. Subject to Subsection 24.d., a valid notice or other communication under this Agreement is effective when received by the receiving party. A notice, or other communication, is deemed to have been received as follows:
 - i. if it is delivered in person, or sent by registered or certified mail, or by nationally recognized overnight courier, upon receipt as indicated by the date on the signed receipt; and
 - ii. if the receiving party rejects or otherwise refuses to accept it, or if it cannot be delivered because of a change in address for which notice was not given, then upon that rejection, refusal, or inability to deliver.
- d. If a notice or other communication is received after 5:00 p.m. on a business day at the location specified in the address for the receiving party, or on a day that is not a

business day, then the notice is deemed received at 9:00 a.m. on the next business day.

- e. Any notice requiring prompt action shall be contemporaneously sent by facsimile transmission or electronic mail.

25. Insurance.

Contractor shall obtain and maintain during the Term the following minimum amounts and types of insurance: [Sec. C, Art. XXI, Property Agreement].

- a. Worker's Compensation and Employer's Liability insurance in compliance with applicable Worker's Compensation and Occupational Disease Statutes with a minimum limit of \$100,000.00 per incident.
- b. General Comprehensive Liability insurance with minimum limits of \$2,000,000.00 for injury to one person arising out of a single incident and \$3,000,000.00 for injuries to more than one person arising out of a single incident, and \$3,000,000.00 for property damage.
- c. Comprehensive Automobile insurance which shall include bodily injury and property damage covering owned, non owned, hired and government furnished vehicles with minimum limits of \$1,000,000.00 for bodily injury and property damage per occurrence. This requirement is not applicable to privately owned vehicles.
- d. A policy of fire, extended coverage endorsement, burglary, vandalism and malicious mischief insurance for the actual cash value of Contractor's property. Contractor's obligation to obtain insurance on Contractor's property is a material condition of this Lease and is for the benefit of both parties hereto. Failure to carry the required insurance is a breach of this Lease and Contractor assumes all risk or loss to stored property that would be covered by such insurance. Contractor expressly agrees that the insurance company providing such insurance shall not be subrogated to any claim of Contractor against Space Florida, Space Florida's agents or employees for loss or damage to Contractor's property.
- e. Insurance to cover the loss of or damage to the Premises or the LLF as a result of any activities conducted under this Lease. The policy must cover the cost of replacing or repairing the Premises and the LLF, any U.S. Government or Space Florida property (real or personal) damaged as a result of any activities under this Lease.
- f. On or before the Effective Date, Contractor shall furnish Space Florida appropriate Certificates of Insurance (on standard ACORD forms used in Florida) indicating that the insurance policies are in full force and effect. Each insurance policy maintained by Contractor shall list Space Florida and NASA as additional insureds, and as appropriate, joint loss payees. All policies shall contain an endorsement stating that

any cancellation or material change shall not be effective unless and at least thirty (30) days prior written notice is provided to Space Florida and NASA.

- g. Both the business automobile and the commercial general liability insurance policies may be provided under a single policy or in combination with umbrella liability or other excess policies. All such policies of insurance shall be on an “occurrence basis”. Contractor may use blanket policies to satisfy these insurance requirements.

26. Representations.

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

27. Materials and Data.

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

28. Auditing Records.

- a. Contractor shall retain and maintain all records related to the Scope of Services provided under this Agreement and shall make such records available for an audit as may be requested. Records may include independent auditor working papers,

books, documents, and other evidence, including, but not limited to, vouchers, bills, invoices, requests for payment, and other supporting documentation, which, according to generally accepted accounting principles, procedures and practices, sufficiently and properly reflect all costs expended in the performance of the Scope of Services under this Agreement. The records shall be subject at all times to inspection, review, or audit by state personnel of the Office of the Auditor General, Chief Financial Officer, Office of the Chief Inspector General, SF, or other personnel authorized by the Florida Department of Economic Opportunity and copies of the records shall be delivered to the Florida Department of Economic Opportunity upon request.

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

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

30. Subcontractors:

- a. Contractor is responsible for all services and work to be performed in connection with this Agreement.
- b. With prior written approval by Space Florida, Contractor may, as appropriate and in compliance with applicable law, subcontract the performance of services set forth in this Agreement, provided however, that Contractor shall be solely liable to the subcontractor for all expenses and liabilities incurred under any subcontract. Contractor shall not enter into subcontracts in which Space Florida could be held liable to a subcontractor for any expenses or liabilities. Contractor shall defend and hold Space Florida harmless of any liabilities incurred under any of the subcontracts entered into by Contractor. Contractor shall be liable for all work performed and expenses incurred as a result of any subcontract. Subcontractors are required to comply with the terms of this Agreement.
- c. The Contractor is encouraged to use Florida's minority and service-disabled veteran businesses as subcontractors under this Agreement. The Certified Vendor Directory can be accessed from the website of the Florida Department of Economic Opportunity of Management Services, Office of Supplier Diversity located at:
https://www.dms.myflorida.com/agency_administration/office_of_supplier_diversity_osd.
- d. Any and all such contracts that Contractor enters into under this Section shall incorporate and require the subcontractor to comply with all of the provisions herein and the provisions requiring that such person or organization report on performance,

account for proper use of funds provided under the contract (including the provision of audit rights when applicable)

31. Excusable Delay – Force Majeure. Except for a default of Contractor’s subcontractor at any tier, neither Space Florida nor Contractor shall be liable for any failure to perform due to any cause beyond its reasonable control and without its fault or negligence. Such causes include, but are not limited to: (1) acts of God or of the public enemy; (2) acts or failure of any government in either its sovereign or contractual capacity; (3) fires, floods, epidemics, terrorism, quarantine restrictions, strikes, freight embargoes, nuclear incident, or any other act or event beyond reasonable control and without the fault of either party or its subcontractors. In the event that performance of this Agreement is hindered, delayed, threatened to be delayed, or adversely affected by causes of the type described above, then the party whose performance is so affected shall immediately notify the other party’s authorized representative in writing, including all relevant information with respect thereof, and shall likewise notify promptly of any subsequent change in the circumstances, and at Space Florida’s sole option, this Agreement shall be completed with such adjustments to delivery schedule as are reasonably required by the existence of such cause or this Agreement may be terminated for convenience.
32. Confidential Proprietary Information. Space Florida shall comply fully with (i) the protections in Section 812.081 of Florida Statutes and other applicable law for Contractor’s trade secrets and (ii) the exemption of trade secrets from the disclosure requirements in Florida’s public-records laws in Section 815.045 of Florida Statutes. However, as provided by law, the foregoing obligations of Space Florida are contingent on (i) strict compliance by Contractor with the requirements of a trade-secret owner to identify all records containing its trade secrets before the records come into possession by Space Florida and (ii) Contractor’s asserted trade secrets actually meeting the definition of “trade secret” in Section 812.081.
33. Counterparts. The parties may sign this Agreement in several counterparts, each of which will be deemed an original but all of which together will constitute one instrument.
34. Facsimile Deemed as Original. Acceptance of this Agreement may be made by facsimile or electronic transmission. Receipt of the facsimile, or electronic, transmission shall for the purposes of this Agreement be deemed to be an original, including signatures.
35. Unauthorized Aliens and Employment Eligibility Verification.
 - a. SF shall consider the knowing employment of unauthorized aliens, as described in Section 274A(e) of the Immigration and Nationality Act (codified at 8 U.S.C. §1324a), by Contractor or any subcontractor cause for termination of this Agreement.
 - b. If the Contractor enters into a contract with a subcontractor for work to be performed under this Agreement, the subcontractor must provide the Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The Contractor 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 Contractor 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 Contractor is contracting has knowingly violated Subsection 448.09(1), Fla. Stat. but the Contractor has otherwise complied, Space Florida shall notify the Contractor and order the Contractor to immediately terminate the contract with the subcontractor.
 - e. The Contractor is liable for costs incurred by Space Florida as a result of the termination of this Agreement or Contractor's termination of an agreement with a subcontractor under the requirements of this Section.
36. Human Trafficking Attestation. In compliance with Subsection 787.06(13) of the Florida Statutes, the affidavit attached hereto as Attachment G must be completed by an officer or representative of a nongovernmental entity that is executing, renewing, or extending a contract with Space Florida or any of its direct support organizations (the "Governmental Entity").
37. Attachments. All attachments attached hereto are made part of this Agreement by reference as if fully set forth herein:
- a. Attachment A – Property Agreement NASA KCA-4412
 - b. Attachment B – Statement of Work
 - c. Attachment C – Audit Requirements
 - d. Attachment D – Environmental, Safety and Hazardous Materials (HAZMAT) Requirements
 - e. Attachment E – Space Florida Pollution Incident Reporting and Notification Report
 - f. Attachment F - Foreign County of Concern Attestation
 - g. Attachment G – Non-governmental Entity Human Trafficking Affidavit
38. Miscellaneous.
- a. Contractor shall not discriminate against any employee employed in the performance of this Agreement, or against any applicant for employment because of age, race, sex, creed, color, disability, national origin, or marital status.
 - b. By executing this Agreement Contractor agrees to comply with all terms and conditions of this Agreement and the terms and conditions of the Real Property Use Permit Agreement between the United States Aeronautics and Space Administration and the State of Florida Spaceport Florida Authority for Design, Construction, and Operation of the Space Experiment Research & Processing Laboratory Customer Agreement Number KCA-1683.

- c. Contractor shall comply with all applicable Federal, State and local laws, rules and regulations, orders, ordinances, and other applicable Governmental standards.
- d. Contractor shall provide a harassment-free workplace, with any allegation of harassment given priority attention and action by management.
- e. Contractor shall provide a drug-free workplace with any allegation of substance abuse given priority attention and action by management.
- f. Contractor affirms that it is aware of the provisions of Subsection 287.133(2)(a) of the Florida Statutes, and that at no time has Contractor been convicted of a Public Entity Crime. Contractor agrees that it shall not violate such law and further acknowledges and agrees that any conviction during the term of this Agreement may result in termination of this Agreement by SF.
- g. Contractor affirms that it is aware of the provisions of Subsection 287.134(2)(a) of Florida Statutes, and that at no time has Contractor been placed on the Discriminatory Vendor List. Contractor shall not contract or transact business with an entity that has been placed on the discriminatory vendor list for goods or services under this Agreement.
- h. Execution of this Agreement constitutes a certification that the Contractor is in compliance with, and will require its subcontractors to comply with, the “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transaction” in 49 C.F.R. Part 29, when applicable.
- i. Contractor agrees to comply with subsection 20.055(5) of the Florida Statutes.
- j. To the extent Contractor is performing economic development services or similar business assistance services on behalf of SF, Contractor shall coordinate with other components of state and local economic development systems and shall avoid duplication of existing state and local services and activities under this Agreement.
- k. This Agreement may not be assigned by either party without the prior written consent of the other.
- l. This Agreement shall be construed in accordance with the laws of the State of Florida. Any dispute arising out of or relating to this Agreement shall be subject to the exclusive venue of the United States District Court for the Middle District of Florida or the Eighteenth Judicial Circuit, in Brevard County, Florida.
- m. Contractor shall not use any funds received pursuant to this Agreement for lobbying the Florida Legislature, the judicial branch, or any state agency.
- n. This Agreement constitutes the entire agreement between the parties hereto and shall supersede all previous or contemporaneous statements, communications, or

agreements, either oral or written, by or between the parties hereto with respect to the subject matter hereof, and is not intended to confer upon any person other than the parties any rights or remedies hereunder.

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

Space Florida: _____:

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

By: _____
Name: _____
Title: _____

Execution Date: _____

Execution Date: _____

ATTACHMENT A

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

KCA-4412

ATTACHMENT B
STATEMENT OF WORK

ATTACHMENT C AUDIT REQUIREMENTS

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

MONITORING

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

AUDITS

PART I: FEDERALLY FUNDED – NOT APPLICABLE.

PART II: STATE FUNDED

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

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

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

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

PART III: OTHER AUDIT REQUIREMENTS - NOT APPLICABLE.

PART IV: REPORT SUBMISSION

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

- A. Commerce at each of the following addresses:

Electronic copies: Audit@commerce.fl.gov

Or hard copy

Department of Commerce
MSC # 75, Caldwell Building
107 East Madison Street
Tallahassee, FL 32399-4126

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

Auditor General
Local Government Audits/342

Claude Pepper Building, Room 401
111 West Madison Street
Tallahassee, FL 32399-1450

C. Space Florida at the following address:

Space Florida
Heidi Corder-Jensen, Sr. Contracts Manager
505 Odyssey Way, Suite 300
Exploration Park, FL 32953

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

PART V: RECORD RETENTION

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

Exhibit 1 to Attachment C “Audit Requirements”

Federal and State Resources Awarded Through DOC

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

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

Federal Program: N/A

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

MATCHING RESOURCES FOR FEDERAL PROGRAMS: N/A

SUBJECT TO SECTION 215.97, FLORIDA STATUTES:

State Project

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

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

Requirements are identified in the Agreement.

ATTACHMENT D

Shuttle Landing Facility Environmental, Safety and Hazardous Materials (HAZMAT) Requirements

These requirements apply to Contractor, and Contractor understands that this may not be a comprehensive list and is solely responsible for compliance with all applicable federal, state, and local regulations or requirements.

Contractor **will comply with the following:**

- KCA-4412 (special emphasis on sections XXVIII and XXX, Safety and Environmental Condition, Management and Compliance)
 - Prior to commencing operations, KSC Environmental Checklist (KSC Form 21-608) will be filled out and submitted to Space Florida, who will approve and forward to the KSC Environmental Management Branch for evaluation.
- 29 CFR Subpart H – Hazardous Materials
- 29 CFR 1910.1200 – Hazard Communication
- 40 CFR 112, SPCC rules and regulations, if capacity is greater than 1320 gallons
- 40 CFR Part 260, Hazardous Waste
- Emergency Planning and Community Right to Know Act (EPCRA)
 - 40 CFR 301-303, Emergency Planning
 - 40 CFR 304, Emergency release notification
 - 40 CFR 311-312, Hazardous chemical storage and reporting
 - 40 CFR 313, Toxic chemical release inventory
- 49 CFR Subchapter C, Parts 171-180, Hazardous Materials regulations
- Florida Administrative Code (FAC), 62-730, Hazardous Waste
- FAC 62-762, Aboveground Tanks – for storage of petroleum in tanks greater than 550 gallons
- NFPA 30, Flammable and Combustible Liquids Code (Current Edition)
- NFPA 407, Standard for Aircraft Fueling (current Edition)

Contractor **Aboveground Storage Tank (AST) requirements:**

- Tank must be Double walled
- Tank must have Anti-siphon
- Tank must have Leak detection
- Tank must have Overfill protection
- Tank must have a level gauge
- Contractor must have Fueling plan/Operating procedures
- Contractor must have SPCC plan if storage capacity is greater than 1320 gallons
- Emergency and spill procedures
- List of and training records for all oil handling personnel
- FDEP tank registration if greater than 550 gallons
- Last two FDEP/BCNRMO inspections

Contractor **Hazardous Materials (HAZMAT) requirements:**

- HAZMAT Inventory – including type, amount/quantity and storage capacity of chemicals and HAZMAT
- Emergency/Contingency Plan and/or mitigation procedures
- Copy of written Hazard Communication Plan
- Applicable training records (DOT requirement)
- Hazmat/Emergency Coordinator Point of Contact
- Annual EPCRA report

Spills

- Specific mandatory spill requirements are in KCA-4412, 40 CFR 112, FAC 62-7762, plus any applicable additional state and federal regulations.

ATTACHMENT E

**SPACE FLORIDA POLLUTION INCIDENT REPORTING
AND NOTIFICATION REPORT**

Space Florida Pollution Incident Reporting and Notification Report

Date of Incident	Time of Incident	Reported or Found By	Organization/Company Name	Phone
Substance/Material Involved			Amount Released (Estimated)	
Location of Incident (include Facility Number)				
Environmental Impact <i>(Check all that apply) (if Other, please explain)</i> <input type="checkbox"/> Stormwater Ditch <input type="checkbox"/> Paved Area <input type="checkbox"/> Air Emission <input type="checkbox"/> Stormwater Sewer <input type="checkbox"/> Grass/Soil <input type="checkbox"/> Direct Discharge to Surface Water body <input type="checkbox"/> Domestic Sewer <input type="checkbox"/> Secondary Containment <input type="checkbox"/> Abandoned Waste/ Materials <input type="checkbox"/> Other (Explain below)				
Description of Incident <i>(Explain)</i>				
Cause of Incident if know <i>(Check all that apply and provide details below)</i> <input type="checkbox"/> Equipment Failure <input type="checkbox"/> Operator Error <input type="checkbox"/> Transportation Accident <input type="checkbox"/> Unknown <input type="checkbox"/> Found on Station <input type="checkbox"/> Other				
Action Taken to Contain Incident and Clean-up <i>(Explain)</i>				
Notification Made Call <input type="checkbox"/> 911 <input type="checkbox"/> NASA Environmental Spill Line (867-9005) <input type="checkbox"/> Other (Explain below)				
Was the spill cleaned-up or contained within 24 hours? _____ Cleaned-up by _____				

Form No: SF-EHS-F-013

Exhibit F

FOREIGN COUNTRY OF CONCERN ATTESTATION

This form must be completed by an officer or representative of the entity submitting a bid, proposal, or reply to, or entering into, renewing, or extending, a contract with Space Florida (the Governmental Entity), which would grant the entity access to an individual's Personal Identifying Information. Capitalized Terms used herein have the definitions ascribed in Rule 60A-1.020, F.A.C.

The Company is not owned by the government of a Foreign Country of Concern, is not organized under the laws of nor has its Principal Place of Business in a Foreign Country of Concern, and the government of a Foreign Country of Concern does not have a Controlling Interest in the Company.

Under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated in it are true.

Date: _____, 20__

Signed: _____

Entity: _____

Name: _____

Title: _____

ATTACHMENT G

NONGOVERNMENTAL ENTITY HUMAN TRAFFICKING AFFIDAVIT
Section 787.06(13), Florida Statutes

I, the undersigned, am an officer or representative of the Company and attest that the Company does not use coercion for labor or services as defined in section 787.06, Florida Statutes. Under penalties of perjury, I declare that I have read the foregoing statement and that the facts as stated in it are true and correct.

Print Name: _____

Title: _____

Signature: _____

Date: _____

STATE OF _____

COUNTY OF _____

The foregoing instrument was sworn to and subscribed before me by means of ___ physical presence or ___ online notarization, this ___ day of _____, 2025, by _____, as _____ of _____ a _____ corporation/company, who is personally known to me, or produced _____ as identification.

Notary Public Signature

[AFFIX NOTARY SEAL]

Notary Name: _____

My commission expires: _____

Exhibit D
Bid Form

BID FORM

BIDDER: _____

DATE: _____

BID NO.: RFB 01-0-2026

FACILITY NAME: Shuttle Landing Facility

PROJECT DESCRIPTION: Shuttle Landing Facility Aircraft Ground Equipment Shelter Demolition and Construction of New Aircraft Ground Equipment Shelter Carport

Item No.	Item Description	Unit	Quantity	Total Price
1	Shuttle Landing Facility Aircraft Ground Equipment Shelter Demolition and Construction of New Aircraft Ground Equipment Shelter Carport	Lump Sum	1	
Please provide estimated time to complete:				

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

(Name of Bidder)

(Authorized Signature)

(Title)

(Mailing Address)

(City, State, Zip)

(Federal ID No. or SS No.)

(Phone Number)

(Date)

Exhibit E
Non- Collusion Clause

NON-COLLUSION CLAUSE

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

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

NAME

RELATIONSHIPS

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

Signature

Company Name

Print Name of Certifying Official

Business Address

City, State, Zip Code

Exhibit 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)

whose business address is:

_____.

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

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

6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Indicate which statement applies.)

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

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

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

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

(Signature)

Exhibit 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: _____ State: _____ Zip: _____
Phone Number: _____
Email Address: _____

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

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

CERTIFIED BY: _____, <i>PRINT NAME</i> <i>PRINT TITLE</i>
WHO IS AUTHORIZED TO SIGN ON BEHALF OF THE ABOVE REFERENCED COMPANY.
Authorized Signature: _____.