AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE

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2. AMENDMENT/MODIFICATION NO. 1

3. EFFECTIVE DATE See Block 16C

4. REQUISITION/PURCHASE REQ. NO. N/A

5. PROJECT NO. (If applicable)

6. ISSUED BY CODE

John F. Kennedy Space Center, NASA
Procurement Office
Kennedy Space Center, FL 32899

7. ADMINISTERED BY (If other than Item 6) CODE

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code)

Delaware North Parks Services of Spaceport, Inc.
Mail Code: DNPS
Kennedy Space Center, FL 32899

CODE FACILITY CODE

(x) 9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

10A. MODIFICATION OF CONTRACT/ORDER NO. NAS10-12215

10B. DATED (SEE ITEM 13) 4/17/95

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

[ ] The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers [ ] is extended, [ ] is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

(x) A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.

B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).

X C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: Mutual agreement of the parties.

D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor [ ] is not, [X] is required to sign this document and return 3 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

1) The purpose of this modification is as follows: 1)Article 4, to correct typo in par. E; 2)Article 6, to allow for equal deposits to be made, and to correct references under par. B that cite Facilities rather than Exhibits; 3)Article 7, to clarify the requirement for subcontract consent when Concessioner Capital is involved, and to renumber paragraphs accordingly; 4)Article 17, par. B.5 wording change to clarify maintenance vs. sustaining engineering and who is responsible for what; 5)Article 24, to update key personnel; 6)SOW 4.6.1, to replace TBD with the number of buses furnished; 7)Performance Fee Plan, to include the Performance Fee table and scale inadvertently left out of the Concession Agreement when it was developed from the Prospectus.

2) As a result of the above changes, pages 13, 14, 25 - 32, 47, 48, 59, 60, 143, 144, 213, and 214 are replaced. Enclosed pages 213.1 and 213.2 are added.

FOIA COPY

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)
Rick D. Abramson
President & C.O.O.

16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
Laura B. Rochester
Contracting Officer

15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)

15C. DATE SIGNED 10-8-96

16B. UNITED STATES OF AMERICA BY (Signature of Contracting Officer)

16C. DATE SIGNED 8/22/96

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ACRONYMS

ACRONYMS

ADA	Americans with Disabilities Act
A&E	Architect & Engineering
AMF	Astronaut Memorial Foundation
ATM	Automated Teller Machine
ATS	Atlantic Technical Services
BAFO	Best and Final Offer
BOC	Base Operations Contractor
CAD	Computer Aided Design
CAFB	Contract Award Fee Board
CBD	Commerce Business Daily
CCAS	Cape Canaveral Air Station
CERCLA	Comprehensive Environmental Response, Compensation, and Liability Act
CFR	Code Federal Regulation
CI	Continual Improvement
CIA	Capital Improvement Account
CNG	Compressed Natural Gas
CNS	Canaveral National Seashore
CO	Contracting Officer
CoF	Construction of Facilities
COTR	Contracting Officer Technical Representative
CPI	Consumer Price Index
CPR	Cardiopulmonary Resuscitation
CSE	Center for Space Education
CTM	Contract Technical Manager
CTR	Contract Technical Representative
EDC	Engineering Documentation Center
EMS	Emergency Medical Services
EPA	Environmental Protection Agency
ETR	KSC Eastern Test Range
EX	Exempt
FAR	Federal Acquisition Regulation
FCC	Federal Communications Commission
FDO	Fee Determination Official
FICA	Federal Insurance Contributions Act
FUI	Federal Unemployment Insurance
FWS	U.S. Fish and Wildlife Services
FY	Fiscal Year
GFE	Government Furnished Equipment
GP	General Publication
GPO	Government Printing Office
GSA	General Services Administration

HVAC	Heating, Ventilation, and Air Conditioning
ICC	Interstate Commerce Commission
IMAX	(registered trademark)
IRS	Internal Revenue Service
KHB	KSC Handbook
KMI	KSC Management Instruction
KPD	KSC Policy Document
KSC	Kennedy Space Center
LSA	Labor Surplus Area
LVO	Launch Viewing Opportunity
MFA	Manned Flight Awareness
MIS	Management Information System
MSDS	Material Safety Data Sheet
MSS	Mobile Service Structure
NACA	National Advisory Council on Aeronautics
NASA	National Aeronautics and Space Administration
NEBA	NASA Employee Benefits Association
NEMS	NASA Environmental Management System
NENU	Non-Exempt, Non-Union
NEU	Non-Exempt, Union
NFS	NASA FAR Supplement
NHB	NASA Handbook
NLRB	National Labor Relations Board
NMI	NASA Management Instruction
NPD	NASA Procurement Directive
NPS	National Park Service
OFCCP	Office of Federal Contract Compliance Programs
OPF	Orbiter Processing Facility
OSHA	Occupational Safety and Health Administration
PAO	Public Affairs Office (KSC)
PCB	Polychlorinated Biphenyl
PDT	Procurement Development Team
PER	Preliminary Engineering Report
PVP	Public Visitor Program
RFP	Request for Proposals
ROM	Rough Order of Magnitude
RRD	Reporting Requirement Document
RV	Recreational Vehicle

SARA	Superfund Amendments and Reauthorization Act
SEA	Sponsored Exhibits Account
SEB	Source Evaluation Board
SFA	Spaceport Florida Authority
SIA	Service Improvement Account
SLF	Shuttle Landing Facility
SOW	Statement of Work
SPC	Shuttle Processing Contractor
SSO	Source Selection Official
SUI	State Unemployment Insurance
SUSA	Spaceport USA
TBD	To Be Decided
TBN	To Be Negotiated
TDC	Brevard County Tourist Development Council
TIA	Theater Improvement Account
TIN	Taxpayer Identification Number
TIS	Travelers Information System
TOCC	Tour Operations Control Center
TR	Technical Representative
TWA	TWA Services
TWRS	TW Recreational Services
U.S.	United States
USA	United States of America
USC	United States Code
USDA	United States Department of Agriculture
VAB	Vehicle Assembly Building
VIP	Very Important Person
WATS	Wide Area Telephone Service

PART I

SPECIAL PROVISIONS

CONCESSION AGREEMENT

PART I - SPECIAL PROVISIONS

ARTICLE 1 - AUTHORITY, PARTIES, and CONSIDERATION

A. AUTHORITY

This Concession Agreement is entered into pursuant to the authority provided in the National Aeronautics and Space Act of 1958, as amended (42 USC 2451 et seq.).

B. PARTIES TO THE AGREEMENT

This Concession Agreement is entered into as of April 17, 1995, by and between the United States of America, hereinafter called the Government, represented by the Contracting Officer executing this Agreement, and Delaware North Parks Services of Spaceport, Inc., a corporation organized and existing under the laws of the State of Florida, hereinafter called the Concessioner.

C. CONSIDERATION

In consideration of the mutual promises and premises stated in this Concession Agreement the parties hereto agree as follows:

1. The Government hereby bargains, sells and conveys to the Concessioner, under the terms and conditions stated in this Agreement, a preferential right, not an exclusive or monopolistic right, and grants necessary access, to conduct the revenue-producing activities described in this Agreement associated with the KSC Public Visitor Program (PVP) and Spaceport USA (SUSA).

2. The Concessioner hereby bargains, purchases and accepts under the terms and conditions stated in this Agreement, the preferential right stated above, and assumes complete obligation for providing and performing all goods and services, except as otherwise stated herein, necessary to perform the PVP in accordance with the terms and conditions of this Agreement.

3. It is mutually understood and agreed that nothing in this Agreement is intended to be or shall be construed as in any way creating or establishing the relationship of copartners between the parties hereto, or as constituting the Concessioner as an agent or representative of the Government for any purpose or in any manner whatsoever.

ARTICLE 2 - DEFINITIONS

Administrator means the Administrator or Deputy Administrator of the National Aeronautics and Space Administration; and the term "his duly authorized representative" means any person or persons or Board (other than the Contracting Officer) authorized to act for the Administrator.

Agency-Peculiar Property means Government personal Property peculiar to NASA aeronautical and space programs and not otherwise included in the categories of Government Property defined in FAR 45.501. Agency-Peculiar Property includes, but is not limited to, aircraft, space vehicles, engines, experimental apparatus, and similar types of equipment which may have been furnished to the Concessioner for exhibit at SUSA in support of the PVP.

Agreement Year means an annual period beginning on the first day of performance of this Agreement, and the anniversary date thereof throughout the term of the Agreement.

Amortization means an allowable periodic expense to be charged pursuant to the terms of this Agreement for the recoupment of the principal amount of Concessioner's Capital Investment over a term not to exceed the term of this Agreement.

Base Fleet means all Government-owned tour vehicles furnished for the Concessioner's use at the start of this Agreement plus all additional tour vehicles purchased during the term of this Agreement from the Transportation Fund.

Collateral Equipment means building-type equipment, built-in equipment, and large substantially affixed equipment/property normally acquired and installed as a part of a facility project. Such equipment includes elevators; heating, ventilating, and air-conditioning systems; transformers; and compressors and other like items generally accepted as being an inherent part of a building or structure and essential to its utility. It also includes general building systems and subsystems such as electrical, plumbing, pneumatic, fire protection, and control and monitoring systems.

Concessioner means the corporation or other entity which is a party to this Agreement for the management and operation of the PVP in accordance with the terms herein, or, where applicable, the predecessor.

Concessioner-acquired Property means property acquired or otherwise provided by the Concessioner for performing this Agreement and to which the Government has, or will have, title.

Concessioner Capital means money or other tangible assets provided by the Concessioner from its own resources, including, without limitation, retained earnings, bank accounts and borrowings. This does not include surcharges or revenues before distribution of Residual Revenue.

Concessioner Capital Investment means investment of Concessioner Capital in the PVP for the acquisition of facilities, Exhibits, equipment, or other property. The term does not include Concessioner Capital used to purchase goods for resale or any Concessioner Capital used to supplement the PVP cash flow as required to meet operating expenses.

Concessioner-owned Property means property acquired or otherwise provided by the Concessioner, using Concessioner Capital and not treated as Concessioner Capital Investment, and to which the Concessioner has title.

Contract Technical Manager (CTM) means the individual responsible for the overall day-to-day administration of the technical aspects of the Concession Agreement. The CTM's authority and responsibilities will be outlined in a letter of delegation signed by the Contracting Officer.

Contracting Officer means the person executing this Agreement on behalf of the Government, and any other Government employee who is a properly designated Contracting Officer.

Center Director means the Director, John F. Kennedy Space Center.

Exhibits means the broad range of objects, including Unique Exhibits, furnished by the Government or otherwise acquired by the Concessioner for display to the public at SUSA and as otherwise provided for in this Agreement. The term also includes all associated cabinets, display cases, audio-visual equipment, graphics, and any other equipment which is required to enable such objects to be publicly displayed, properly stored, and protected against loss or damage.

Expense(s) means costs, accrued liabilities and debts (e.g., cost of goods sold and concession operating expenses) incurred by the Concessioner in accomplishing PVP operations.

External Special Event means an event held away from SUSA and supported by the Concessioner under the terms of this Agreement. Trade shows attended by the Concessioner for marketing purposes shall not constitute an External Special Event.

Facilities means property used for performance of work under this Agreement and includes plant equipment, personal property of a capital nature and real property. It does not include material, special test equipment, special tooling or Agency-Peculiar Property.

Fiscal Year means the Concessioner's fiscal year.

Government-furnished Property means property in the possession of the Government as of the effective date of this Agreement, and subsequently made available to the Concessioner for use in performing the PVP; or property directly acquired by the Government and subsequently made available to the Concessioner for use in performing the PVP during the term of this Agreement.

Government Property means all property owned by or leased to the Government or acquired by the Government under the terms of this Agreement. It includes both Government-furnished Property and Concessioner-acquired Property used in the performance of this Agreement.

Improvement Account means the Capital Improvement Account (CIA), Theater Improvement Account (TIA), and Service Improvement Account (SIA) established and maintained by the Concessioner pursuant to this Agreement and held in trust for the acquisition of Government Property, or provision of related services, to improve, develop, and expand SUSA and the PVP. The term shall also apply to the Apollo/Saturn V Center Project Construction Fund.

Incidental Equipment means any equipment which is required for a building or structure to serve its intended use, or which is ordinarily used in association with a particular building. Incidental equipment includes, but is not limited to, furnishings, fixtures, air conditioning and heating systems; kitchen appliances and equipment, theater seating, special lighting and sound equipment, projection equipment, cabinetry and display cases.

Maintenance means that broad range of activities involved in the day-to-day work required to keep real or personal property in an effective, usable, serviceable condition, and includes preventative maintenance measures.

NASA Special Event means an admission-free event initiated and directed by NASA which has significant effect on SUSA by altering normal hours of operation, requiring significant Concessioner resources beyond those which would otherwise be used in performing the PVP, or otherwise representing a significant departure from normal operations. Special events shall not include normal KSC launch and landing operations, special showings of IMAX movies as requested by NASA, routine ceremonies, or NASA-hosted meetings or conferences which do not have a significant effect on SUSA.

Performance Fee means that percentage of Residual Revenue, deposited to the Performance Fee Account pursuant to Article 4.F, which is earned by the Concessioner by its performance of this Agreement as established by the Fee Determination Official in semiannual performance reviews.

Personal Property means all property other than real property (e.g., supplies, materials, equipment and vehicles).

Phase-in Expenses means expenses, acceptable to the Contracting Officer (which acceptance will not unreasonably be withheld), incurred by the Concessioner during the phase-in period in preparing to perform PVP operations.

Property means all property, both real and personal. It includes facilities, material, special tooling, special test equipment, and Agency-Peculiar Property.

Public Visitor Program (PVP) means that program established by NASA to help implement its statutory obligation to communicate information about NASA programs and the results thereof by providing public access to the KSC, a broad range of information activities, and visitor services. As used in this Agreement, PVP is an all inclusive term describing this program and all activities required of the Concessioner in relation thereto.

Real Property means land and rights therein, ground improvements, utility distribution systems, buildings and Collateral Equipment, and structures.

Reimbursable Government Services means any service provided in support of the PVP by the Government, either directly or through a Government contractor, for which the Government requires reimbursement.

Repair means that work required to restore real or personal property to a condition substantially equivalent to its designed capacity, efficiency, capabilities, or intended use. It includes the "replacement in kind" of systems and other Collateral Equipment type components in response to incipient or actual breakdown. The extent and nature of "repair" normally exceeds that envisioned as "maintenance" and includes recurrent facility practices. For the purpose of determining whether expenses are charged to operating expenses or a special fund, the term "repair" shall not apply to the costs of replacing Government Property as provided in Article 18.F.

Residual Revenue means that portion of Revenue remaining after all PVP expenses and obligations have been satisfied, and therefore available for distribution in accordance with the terms of this Agreement.

Revenue(s) means all negotiable receipts, rebates, and any interest earnings thereon, realized or received by, or accruing to the Concessioner from sales of goods and services, for cash or credit, made pursuant to this Agreement. The following receipts will not be defined as Revenue: any amounts received because of sales or use taxes imposed by law and paid by the customer, and which are payable directly to the taxing authority; all surcharges on ticket sales pursuant to Article 4.B; and any amounts received as unconditional gifts pursuant to Article 11.G.4.

Review Panel means one or more panels, comprised of both Government Technical Representatives and Concessioner representatives, which are established and meet for the purpose of reviewing key areas of SUSA operations as provided in the Statement of Work (e.g., project planning and funding, marketing, operations, merchandise selection, food menu, pricing practices, etc.). Except where final approval or consent authority is reserved for the Contracting Officer, such Review Panels shall have the authority, consistent with the terms and conditions of this Agreement and general NASA policies, to make decisions. Where final approval or consent authority is reserved for the Contracting Officer, such Review Panels shall make an advisory recommendation to the Contracting Officer.

Spaceport Florida Authority (SFA) means that entity created by the Florida Legislature and with which NASA has entered into a Use Permit and a Pledge Agreement providing for the design, construction, and operation of the Apollo/Saturn V Center.

Spaceport USA (SUSA) means all property and facilities dedicated to the PVP.

Special Funds means the Facilities Fund, Exhibits Fund, and Transportation Fund established and maintained by the Concessioner pursuant to this Agreement as revenue reserves against which will be charged the expense of replacing, upgrading, renovating, or expanding existing Government facilities and equipment.

Supplemental Fleet means all tour vehicles leased, rented, or otherwise furnished by the Concessioner to satisfy peak visitation periods.

Surcharges means amounts collected by the Concessioner, in addition to base ticket prices, deposited to the CIA and TIA pursuant to Article 4.B, and held in trust by the Concessioner for use in the development of SUSA as directed by the Contracting Officer.

Technical Representative (TR) means an individual appointed to support the Contract Technical Manager in the day-to-day administration of specific technical areas of the Concession Agreement. The TR's authority and responsibilities will be specified in letters of delegation signed by the Contracting Officer.

Unique Exhibits means historically-significant spaceflight, aeronautical, and associated artifacts, including but not limited to Agency-Peculiar Property, articles on loan to KSC by the Smithsonian Institution's National Air and Space Museum, and the NASA art collection, which are deemed virtually irreplaceable and for which the Concessioner has accountability.

ARTICLE 3 - TERM OF AGREEMENT

A. PERIOD OF PERFORMANCE

This Agreement shall become effective on the date it is signed by the Contracting Officer. The period of performance for this Agreement shall begin May 1, 1995 and shall end on April 30, 2005.

B. PHASE-IN PERIOD

During the phase-in period, which begins on March 1, 1995, and ends on April 30, 1995, the Concessioner shall prepare for performance of the PVP.

C. OPTION TO EXTEND

1. The Government, at its unilateral option, may extend the term of this Agreement for one 5-year period. This option may be exercised by the Contracting Officer by modification to the Agreement which must be issued prior to February 1, 2005.

2. It is understood that the exercise of this option is contingent on, among other things, the quality of the Concessioner's prior performance.

3. Failure of the Government to exercise this option shall not be considered as a termination of this Agreement for convenience of the Government.

4. If the Government exercises this option, all terms and conditions of the Concession Agreement shall continue in full force and effect during the extended period.

ARTICLE 4 - FINANCIAL ARRANGEMENTS

A. REVENUES

The Concessioner shall be responsible for the collection of all Revenues. Revenues shall be considered to be received at the time of determination of the amount due to the Concessioner for each transaction, whether for cash or credit, and not at the time of billing or payment.

B. SURCHARGES

1. The Concessioner shall collect a surcharge on each applicable ticket sold and, except as otherwise provided below, shall deposit daily the amounts collected into separate, insured, interest-bearing accounts (or other investment approved by the Contracting Officer), entitled the Capital Improvement Account (CIA), and the Theater Improvement Account (TIA). In the event a single admission ticket charge or combination ticket pricing structure is adopted, the total surcharge collected and deposited into the required separate accounts must at least equal the amount that would have resulted from separate tour and theater tickets surcharges specified in B.3 and B.4 below. In accordance with the terms of the Pledge Agreement between NASA and Spaceport Florida Authority, the Concessioner shall collect and deposit surcharge revenues into such accounts as are required by the pledge of such revenues to Spaceport Florida Authority to repay amounts deposited by SouthTrust Bank of Alabama to the Apollo/Saturn V Center Project Construction Fund.

2. These surcharges shall not be considered as Revenue.

3. The surcharge on tour tickets sold shall be:

	Pre-enhanced PVP
Adult	
Child	
Student	

These percentages are applicable to the Bus Tour tickets prior to the New PVP and to the KSC Tour Card tickets upon opening of the new PVP. The equivalent dollar amounts of these surcharges are included in Article 11.B.6. All earnings from this surcharge are pledged and assigned to Spaceport Florida Authority until such time as the debt incurred by SFA to finance construction of the Apollo/Saturn V Center is fully paid. Until such time as the Pledge Agreement between NASA and Spaceport Florida Authority ceases to be effective, the Concessioner shall daily, or at such other frequency as NASA and SFA may agree to, cause the receipts of this surcharge to be deposited to the Revenue Account of the Spaceport Florida Authority in accordance with the Pledge Agreement. Thereafter, the Concessioner shall deposit all tour ticket surcharges in the CIA, which shall consist of all such deposits and interest earned thereon.

4. The surcharge on IMAX theater tickets shall be $1.00 on each adult ticket sold for as long as the current IMAX Master Lease Agreement remains in effect, and thereafter shall be:

Pre-enhanced PVP	

These percentages are applicable to the "IMAX only" tickets. The equivalent dollar amounts of these surcharges are included in Article 11.B.6. Only to the extent that receipts of the tour ticket surcharge are insufficient to satisfy the terms of the NASA and Spaceport Florida Authority Pledge Agreement, all future earnings from this surcharge, but not amounts already collected and deposited to the TIA, are pledged and assigned to Spaceport Florida Authority until such time as any deficiencies in amounts required to pay obligations pursuant to the Pledge Agreement are satisfied. Until such time as the Pledge Agreement between NASA and Spaceport Florida Authority ceases to be effective, the Concessioner shall daily, or at such other frequency as NASA and SFA may agree to, deposit the receipts of this surcharge as directed by the Contracting Officer. Unless otherwise directed by the Contracting Officer, the Concessioner shall deposit all theater ticket surcharges in the TIA, which shall consist of all such deposits and interest earned thereon.

C. OBLIGATIONS FOR REPLACEMENTS, RENOVATIONS AND UPGRADES

1. In addition to all other obligations and performance required by this Agreement, the Concessioner shall satisfy the obligations specified in Article 6. These obligations recognize the Government's minimum requirements to accrue cash reserves for the replacement, renewal, upgrade, and improvement of existing Government-owned facilities, Exhibits, equipment, and vehicles.

2. The Concessioner shall transfer to the Government all its title and interest in all the real or personal property it acquires through any of the Special Funds identified in Article 6.

3. In the event this Agreement expires or is terminated, all funds on deposit in any special fund identified in Article 6 shall be paid over to the same designated accounts of a successor, or, at the option of the Contracting Officer, be paid to the Government for deposit to Miscellaneous Receipts of the U.S. Treasury.

D. OBLIGATION TO THE NASA EXCHANGE - KSC

To compensate the NASA Exchange - KSC for new rights granted to the SUSA Concessioner and incorporated into this Agreement, the Concessioner shall be obligated to pay the NASA Exchange - KSC an amount as specified in Article 8.

E. EXPENSES

1. The Concessioner shall be responsible for and shall promptly pay all expenses incurred in performing the PVP. The acceptability of expenses as proper and valid charges to this Agreement shall be determined through audit by the Contracting Officer, in accordance with generally accepted accounting principles and using Part 31 of the FAR as a guide.

2. Except as otherwise provided under this Agreement, all expenses shall be paid with money or other assets derived from Revenuess or from Concessioner Capital if Revenuess are insufficient.

3. All expenses incurred by the Concessioner in support of the workscope definition, procurement and administration of subcontracts required to conduct the activities described in Section 5 of the Statement of Work, shall be charged as operating expenses, and not as charges to any Improvement Account or Special Fund.

4. Expenses related to the following, to the extent they are reasonable, necessary, and in accordance with the terms and conditions of this Agreement, will be considered acceptable expenses:

a. Salaries and wages;

b. Payroll additives and fringe benefits;

c. Cost of goods sold, including damaged, shrinkage, obsolete or slow moving merchandise, freight and other direct expenses associated with procurement and development of the product;

d. Public Relations;

e. Marketing;

f. Operating costs related to tour transportation;

g. Licenses and taxes excluding federal income tax;

h. Utilities including commercial telephone services;

i. Reimbursable Government Services listed in Article 17;

j. Subcontracts;

k. Amortization of principal amount of Concessioner Capital Investment, if any;

l. Insurance premiums; including actual incurred losses and lost development associated with self-insured risk retention program;

m. Printing;

n. Uniforms;

o. Supplies and equipment;

p. Phase-in expenses incurred during the phase-in;

q. Phase-out expenses incurred during the final year of the Agreement;

r. Direct cost of corporate support demonstrated to the reasonable satisfaction of the Contracting Officer;

s. Maintenance and repair;

t. Training;

u. Other operating expenses demonstrated to the reasonable satisfaction of the Contracting Officer; and

v. Any administrative costs, trustees' fees or tax liabilities not covered out of funds from the trust accounts established for the CIA, TIA, SIA, Facilities Fund, Exhibits Fund, Transportation Fund and any other fund or account; provided that it is the parties intent that the costs, fees and taxes referenced above shall be paid out of such accounts to the extent that funds are available.

F. DISTRIBUTION OF RESIDUAL REVENUE

1. The first [illegible] of Residual Revenue, or an amount equal to [illegible] percent of the year's Residual Revenue, whichever is less, shall be paid by the Concessioner to the U.S. Treasury prior to any other distribution of Residual Revenue.

2. (or other investment approved by the Contracting Officer), hereafter referred to as the "Performance Fee Account", an amount equal to :

The Concessioner shall then deposit all remaining Residual Revenue into the SIA.

3. The Concessioner shall earn a percentage, accrued deposits to the Performance Fee Account plus interest earned thereon. The amount of Performance Fee earned by the Concessioner shall be established by the Fee Determination Official in semiannual performance reviews in accordance with the Performance Fee Evaluation Plan, Part IV, Attachment 1. Following two consecutive "Excellent" performance ratings, the Government may extend the performance rating periods to annual. Conversely, the rating period may revert to semiannual at the discretion of the Government.

4. The Concessioner shall, upon written notification of the semiannual Performance Fee determination, promptly distribute the entire Performance Fee Account balance as of the last day of the rated performance period. The Concessioner shall be entitled to receive the percentage of the available account balance as determined by the Fee Determination Official. The Concessioner shall deposit any remaining balance in the Performance Fee Account into the SIA.

5. Performance Fee determination by the Government under this Agreement are not subject to the "Disputes" clause.

6. All distributions of Residual Revenue are to be considered provisional pending a final annual audit by the Government. Any required adjustments shall be made by the Concessioner.

G. FINANCIAL RECORDS

1. The Concessioner shall maintain complete and accurate double entry accounting records on the Concessioner's fiscal year basis in accordance with generally accepted accounting practices and procedures and as directed by the Contracting Officer. The Concessioner shall be responsible for assuring adequate and proper internal controls are in place and providing detailed records which permit comprehensive audits of the PVP operation.

2. The Concessioner shall keep source documents and memoranda which support the entries to accounting records readily accessible so that full information concerning any account can be furnished (e.g., vouchers, payrolls, receipts, sales slips, cash register tapes, and invoices).

3. Separate revenue and merchandise inventory accounts shall be established for each revenue producing activity, such as souvenir sales, food sales, tours, shc etc.

4. Separate accounts shall be established for non-revenue producing activities (e.g., administration and management, marketing, public relations, custodial services, landscaping, facilities maintenance, and exhibit development, maintenance, and repair).

5. Annual, periodic (monthly), and year-end financial reports shall be furnished by the Concessioner in accordance with Section 1.3.5 of the Statement of Work.

H. AUDIT/INSPECTION

The Contracting Officer shall have the right at any and all times, within reason, to inspect or audit the accounts and methods of internal control established by the Concessioner; and to make such other additional inspection, including daily cash register readings, as may be considered necessary to determine Revenue and all expenses for any period and to ensure strict compliance by the Concessioner with all provisions of the Agreement. These rights are in addition to those established in Part II, General Provision 1, "Audit by the National Aeronautics and Space Administration."

I. DISCLAIMER OF GOVERNMENT FINANCIAL LIABILITY

Nothing contained in this Agreement shall be construed as a warranty, assurance, or guarantee by the Government, in any way whatsoever, that a profit will be made by the Concessioner from PVP operations hereunder, or that revenue will be sufficient to satisfy expenses. The Government shall in no way whatsoever be obligated under this Agreement to:

1. Make any payments whatsoever from appropriated funds to the Concessioner to defray expenses of PVP operations under this Agreement or for any other reason, whatsoever;

2. Defray any losses sustained by the Concessioner;

3. Assume any indebtedness of the Concessioner.

The provisions of this Article 4.I are not intended to preclude the Government from agreeing in the future to, at the Government's sole discretion, defray any loss sustained by the Concessioner (or its corporate parent ("Parent")), assume any indebtedness of Concessioner (including, without limitation, releasing any Parent from any guaranty), paying any remaining Development Loan Balance (as such term is defined in Article 5.C.9), or paying any unamortized Concessioner Capital Investment in the event that NASA's existence is terminated or scheduled to be terminated, SUSA ceases to exist or the PVP is otherwise terminated or ceases to exist.

ARTICLE 5 - CAPITAL INVESTMENT

A. CAPITAL IMPROVEMENT ACCOUNT (CIA)

1. After all obligations specified in the Pledge Agreement between NASA and Spaceport Florida Authority have been met, the CIA shall be used as directed by the Contracting Officer, for the general capital improvement, expansion, or updating of the PVP and SUSA.

2. Except as provided in Article 5.C, the Government reserves the right to make the final determination concerning the projects to be performed using funds from this account and to establish the priorities for projects. Such determinations will be made by the Contracting Officer after consideration of the concerns and recommendations for the funding of projects as identified by a Review Panel in accordance with Section 5 of the Statement of Work.

3. Subcontracting expenses incurred by the Concessioner in accomplishing CIA-funded projects shall be charged to and paid from the CIA. All subcontracts to be paid using funds from the CIA are subject to the Contracting Officer's consent.

4. Other expenses charged to and paid from the CIA, including the Amortization of any Concessioner Capital Investment advanced to the account, shall be limited to amounts and uses approved in advance by the Contracting Officer.

5. The Concessioner shall transfer to the Government all its title and interest in all the property acquired using funds from the CIA. This transfer shall be without charge to the Government. This transfer shall be made by the Concessioner at the time the Concessioner acquires title to the property, or at such other time as the Contracting Officer shall designate for this transfer.

6. The above notwithstanding, the Government will consult with the Concessioner to assess and thoroughly consider the operations and maintenance impacts of acquiring new capabilities, or embarking on expansions.

7. At the Government's sole discretion, uncommitted amounts on deposit in this account may be transferred to any other Improvement Account or Special Fund if it is determined by the Contracting Officer that such transfer is necessary or in the best interest of the PVP.

8. In the event this Agreement expires or is terminated pursuant to other provisions of this Agreement, all funds on deposit in the CIA shall either be paid over to the Capital Improvement Account of a successor Concessioner, or, at the option of the Contracting Officer, be paid to the Government for deposit to Miscellaneous Receipts of the U.S. Treasury.

B. THEATER IMPROVEMENT ACCOUNT (TIA)

1. The TIA shall be used as directed by the Contracting Officer for the improvement and expansion of theaters, theater productions, and related equipment and systems at SUSA.

2. Except as provided in Article 5.C, the Government reserves the right to make the final determination concerning the projects to be performed using funds from this account and to establish the priorities for projects. Such determinations will be made by the Contracting Officer after consideration of the concerns and recommendations for the funding of projects as identified by a Review Panel in accordance with Section 5 of the Statement of Work.

3. Subcontracting expenses incurred by the Concessioner in accomplishing TIA-funded projects shall be charged to and paid from the TIA. All subcontracts to be paid using funds from the TIA are subject to the Contracting Officer's consent.

4. Other expenses charged to and paid from the TIA, including the Amortization of any Concessioner Capital Investment advanced to the account, shall be limited to amounts and uses approved in advance by the Contracting Officer.

5. The Concessioner shall transfer to the Government all its title and interest in all the property acquired using funds from the TIA. This transfer shall be without charge to the Government. This transfer shall be made by the Concessioner at the time the Concessioner acquires title to the property, or at such other time as the Contracting Officer shall designate for this transfer.

6. The above notwithstanding, the Government will consult with the Concessioner to assess and thoroughly consider the operations and maintenance impacts of acquiring new capabilities, or embarking on expansions.

7. At the Government's sole discretion, uncommitted amounts on deposit in this account may be transferred to any other Improvement Account or Special Fund if it is determined by the Contracting Officer that such transfer is necessary or in the best interest of the PVP.

8. In the event this Agreement expires or is terminated pursuant to other provisions of this Agreement, all funds on deposit in the TIA shall either be paid over to the Theater Improvement Account of a successor Concessioner, or, at the option of the Contracting Officer, be paid to the Government for deposit to Miscellaneous receipts of the U.S. Treasury.

C. CONCESSIONER CAPITAL INVESTMENT

1.

The definition of requirements for these projects, the priority of implementation, and the budget for each project shall be determined by the mutual agreement of the parties. The planning, design, and construction of these facilities shall be performed in accordance with Section 5 of the Statement of Work and any other applicable provisions or requirements of this Concession Agreement. Subject to final Government concept approval and incorporation into the SUSA Comprehensive Master Plan, the projects contemplated to be accomplished under this component of Concessioner Capital Investment include, but are not limited to:

a. A major themed renovation of the existing "Orbit Cafeteria" to include replacement of the existing serving wheel concept with multi-point food service, along with all required facility modifications and equipment, fixture, and furnishing replacements.

b. A major themed renovation of the existing "Lunch Pad" to incorporate a double-line buffeteria, along with all required facility modifications and equipment, fixture, and furnishing replacements.

c. A major themed renovation of the existing "Gift Gantry" souvenir sales store, along with all required facility modifications and equipment and fixture replacements.

2.

3.

The renovations and upgrades funded by this component of Concessioner Capital shall be known as the "New Public Visitor Program." The specific projects to be included in the "New Public Visitor Program" are subject to the mutual agreement of the parties. The definition of the requirements for these projects, the priority of implementation, and the budget for each project shall also be determined by mutual agreement of the parties. With regard to Exhibits which are funded with the development loan(s), and as an integral part of the "New Public Visitor Program," any changes or modifications to mutually agreed to projects shall be subject to mutual agreement of the parties. The planning, design, and construction of these facilities and improvements shall be performed in accordance

with Section 5 of the Statement of Work and any other applicable provisions or requirements of this Concession Agreement. Subject to final Government concept approval and incorporation into the SUSA Comprehensive Master Plan, the projects contemplated to be accomplished under this component of Concessioner Capital include, but are not limited to:

a. A major renovation of the interiors, including show and exhibit content, of the existing facilities at Spaceport USA to facilitate implementation of the concepts of destination attractions and mission activities, including both a free component and a gated component. This renovation will include the establishment of orientation theaters within Spaceport Central and the addition of expanded ticketing capabilities to include self-service, automated ticketing.

b. New and renovated facilities, including the development of new show and exhibit content, to facilitate implementation of the concepts for destination attractions on the KSC and Cape Canaveral Air Station tour route.

c. All other exterior modifications to existing facilities, new construction, and upgraded infrastructure required to accomplish the completion of the "New Public Visitor Program" as mutually agreed to and incorporated into the SUSA Comprehensive Master Plan.

4.

b. For the remaining Agreement Years, beginning in Agreement Year four, it is mutually agreed that Concessioner shall be paid [redacted] of the Funds, in monthly payments of [redacted] each at the end of each month; provided, however, that the payments under this subsection b. shall terminate when the Development Loan Balance (as such term is defined in Article 5.C.9) is fully paid. To effect this payment of the [redacted] for each of the remaining Agreement Years, beginning in Agreement Year four, pursuant to the terms of this subsection b., it is mutually agreed that (i) [redacted] per year of the cash in the Funds shall be dedicated for the purpose of making said payments and (ii) the Trust Agreements shall contain an irrevocable payment direction which directs the Trustee to make the [redacted] payments to Concessioner pursuant to the terms of this subsection b. Payments under this Article 5.C.4.b. in excess of [redacted] per year may be made at the Contracting Officer's election during the tenth Agreement Year. Any payment(s) under this Article 5.C.4.b. in excess of [redacted] for any other Agreement Year shall be made only after the Contracting Officer and Concessioner have agreed in writing to said excess payment(s). Any payments to Concessioner out of the SIA or the Funds pursuant to this Article 5.C.4.b. shall not be deemed to constitute Revenue.

c. It is mutually agreed that Concessioner will finance the $[redacted]n of Concessioner funds to be provided as is referenced in Article 5.C.3 and this Article 5.C.4. In order to facilitate this financing, the Government agrees that, after the Contracting Officer has had an opportunity to review and approve (which approval shall not be unreasonably withheld) the (i) security documentation, (ii) irrevocable payment direction, (iii) contract assignment documents, and (iv) Development Loan Amortization schedule, it shall:

(i) upon the request of Concessioner, permit the creation of a security interest in each of the three Primary Trust Accounts (as such term is defined below) to a bank or banks selected by Concessioner. It is intended that six trust accounts (the "Trust Accounts") evidenced by appropriate trust agreements (the "Trust Agreements") will be created; two for each of the Funds, one of which for each Fund (the "Primary Trust Account") will be used to serve as depository for the annual payments required by Article 6 and will be appropriately encumbered to give security to the bank(s) used for the financing, and one of which for each Fund will receive all carry-forward balances for the respective Fund from year to year and will not be encumbered;

(ii) upon the request of Concessioner, execute an irrevocable [redacted] payment direction to the Trustee of each Primary Trust Account to make the [redacted] payments required pursuant to the terms of this Article 5.C.4 directly to the bank or banks selected by Concessioner; and

(iii) upon the request of Concessioner, approve a collateral assignment of this Agreement by Concessioner to the bank or banks selected by Concessioner to secure the financing.

5. As mutually agreed to by the parties, additional amounts from other Improvement accounts or Special Funds may be used to accelerate the Concessioner's . for the "New Public Visitor Progr projects.

6. The Concessioner and the Government shall use their respective reasonable best efforts to plan, design, approve and implement the projects to be funded with the development loan(s) described above in such a manner that said projects will be completed and open to the public no later than the last day of November 1997.

7. The Concessioner may invest additional amounts as approved by the Contracting Officer under terms negotiated by the parties.

8. Title to all facilities and equipment provided through Concessioner Capital Investment shall vest with the Government in accordance with Article 18.D. The Government will not grant the Concessioner a possessory interest in the facilities constructed with Concessioner Capital Investment.

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10. In th

D. SERVICE IMPROVEMENT ACCOUNT (SIA)

1. The Concessioner shall establish and maintain a Service Improvement Account (SIA) to provide for the acquisition of new or expanded capabilities in support of the Public Visitor Program and the general improvement of SUSA.

2. The SIA shall be the repository of the following funds:

a. Funds derived from the SIA's share of Residual Revenue;

b. Funds transferred from the SIA of the previous Concessioner;

c. All interest earnings accrued as a result of SIA deposits;

d. Any unearned Performance Fee;

e. Any other funds deposited to the SIA by the Concessioner in accordance with other provisions of this Agreement.

3. The Concessioner shall deposit, each month, in a separate, insured, interest-bearing account (or other investment approved by the Contracting Officer) the SIA share of Residual Revenue except as provided in 5.C. above. Such monthly deposits shall be provisional and subject to final annual audit.

4. The SIA shall be used as directed by the Contracting Officer for the general improvement and expansion of SUSA and the PVP. Uncommitted amounts on deposit in the SIA may, at the Government's sole discretion, be used to augment funds in the Capital Improvement Account, the Theater Improvement Account, the Facilities Fund, the Exhibits Fund, or the Transportation Fund, or be used for any purpose beneficial to the PVP.

5. The above notwithstanding, the Government will consult with the Concessioner to assess and thoroughly consider the operations and maintenance impacts of acquiring new capabilities, or embarking on expansions.

6. Other expenses charged to and paid from the SIA, including the Amortization of any Concessioner Capital Investment advanced to the account, shall be limited to amounts and uses approved in advance by the Contracting Officer.

7. In the event this Agreement expires or is terminated pursuant to other provisions of this Agreement, all funds on deposit in the SIA shall either be paid over to the Service Improvement Account of a successor Concessioner, or, at the option of the Contracting Officer, be paid to the Government for deposit to Miscellaneous receipts of the U.S. Treasury.

E. APOLLO/SATURN V CENTER PROJECT CONSTRUCTION FUND

1. Expenses incurred by the Concessioner in the performance of its obligations to assume and initiate the required work to complete the Apollo/Saturn V Center will be paid from the Apollo/Saturn V Center Project Construction Fund held by SouthTrust Bank of Alabama pursuant to the Pledge Agreement entered into between NASA and Spaceport Florida Authority, dated June 28, 1994 (the "Pledge Agreement").

2. The Concessioner shall submit to SouthTrust Bank a requisition certificate for payment of Apollo/Saturn V Center Project expenses, and provide copies of each such requisition certificate to the Contracting Officer. The Concessioner shall not submit for payment from the Apollo/Saturn V Center Project Construction Fund any expense which would not have been an allowable expense if the funds were on deposit in an Improvement Account. The form and content of the requisition certificate shall be substantially the same as that attached as Exhibit A of the Pledge Agreement. Payment of the Concessioner's requisition certificates will be in accordance with the terms of the Pledge Agreement.

3. All subcontracts for construction to be performed on the Apollo/Saturn V Center project shall, in addition to any other requirements contained within this Agreement, provide for a performance bond and a payment bond in accordance with the terms of Section 4 of the Use Permit entered into between NASA and SFA, and shall provide for the insurance coverages required in Section 5 of the said Use Permit and as required by the Agreement between NASA and the Smithsonian Institution, on behalf of its National Air and Space Museum.

4. The Concessioner shall transfer to SFA all its title and interest in all the property acquired using funds from the Apollo/Saturn V Center Project Construction Fund. This transfer shall be without charge to SFA. This transfer shall be made by the Concessioner at the time the Concessioner acquires title to the property, or at such other time as the Contracting Officer shall designate for this transfer.

5. Pursuant to its interagency agreement with SFA, the Government will provide oversight of the activities performed by the Concessioner to design, construct, and otherwise activate the Apollo/Saturn V Center and shall be the sole interface of the Concessioner for all required approvals, consents, and technical advice related to the project.

F. TRUST ACCOUNTS

It is mutually understood and agreed that Trust Accounts will be set up for each of the CIA, TIA, SIA, Facilities Fund, Exhibits Fund, Transportation Fund and any fund or account mutually agreed by Concessioner and the Government. The Trust Agreement for each such Trust Account shall provide that any administrative costs, trustees' fees and tax liability for income to the trust or otherwise shall be paid for out of cash in the respective Trust Accounts and only where such cash is insufficient to cover the costs, fees, and/or taxes for that Trust Account shall said costs, fees and/or taxes be paid as Expenses under Article 4.E hereof.

ARTICLE 6 - OBLIGATIONS FOR REPLACEMENT, RENOVATIONS AND UPGRADES

A. FACILITIES, COLLATERAL EQUIPMENT AND SUPPORT INFRASTRUCTURE

1. In addition to the maintenance and repair of SUSA facilities, as required by Section 6 of the Statement of Work, the Concessioner shall create and manage a "Facilities Fund," which will be in the form of a trust account to provide for the replacement, renovation, upgrade, and general improvement of existing SUSA facilities, Collateral Equipment, and support infrastructure. Subcontracting expenses incurred by the Concessioner in accomplishing these projects shall be charged to and paid from the Facilities Fund.

2. The annual amount payable to this Facilities Fund, from the general operating revenues collected by the Concessioner, is $3,000,000 for the first year of the Agreement. This amount shall be revised annually, effective May 1, 1996, and each subsequent May 1, for the life of this Agreement, based on the "Change in Consumer Price Index" as described in Article 26.

3. A percentage share of the total annual amount which is equivalent to that month's estimated pro rata share of total annual Revenue shall be deposited each month by the Concessioner in the Facilities Fund, which shall be held in an insured, interest bearing account (or other investment approved by the Contracting Officer).

4. The Facilities Fund shall be used as directed by the Contracting Officer in accordance with the provisions of Section 5 of the Statement of Work. Except as provided in Article 5.C, the Government reserves the right to make the final determination concerning the projects to be performed using funds from this account and to establish the priorities for projects. Such determinations will be made by the Contracting Officer after consideration of the concerns and recommendations for the funding of projects as identified by a Review Panel in accordance with Section 5 of the Statement of Work.

5. The use of amounts deposited to this fund for replacement of Government Property because it has become unserviceable, or because it will be replaced in order to accomplish a renovation or upgrade deemed desirable for the general improvement of SUSA, shall be limited as defined in Article 18.F. Expenses for maintenance and repair shall not be reimbursed out of this Facilities Fund.

6. Other amounts paid from the Facilities Fund, including the Amortization of any Concessioner Capital Investment advanced to the Facilities Fund shall be limited to amounts and uses approved in advance by the Contracting Officer; provided, however, that the Government hereby consents to and approves dedicated payments out of the Facilities Fund to meet the payment obligations to Concessioner set forth in Article 5.C.4.

7. At the Government's sole discretion, uncommitted amounts on deposit in this Facilities Fund may be transferred to any other improvement fund described in this Article 6 or special fund if it is determined by the Contracting Officer that such transfer is necessary or in the best interest of the PVP.

8. In the event of a sustained interruption of Revenue, or other unique circumstances which impose a severe hardship on the PVP, the Contracting Officer agrees to negotiate with the Concessioner some form of relief such as deferred payments.

B. EXHIBITS, DISPLAYS, AND AUDIO-VISUAL EQUIPMENT

1. In addition to the maintenance and repair of SUSA Exhibits, displays, and audio-visual equipment, as required by Section 6 of the Statement of Work, the Concessioner shall create and manage an "Exhibits Fund," which will be in the form of a trust account, to provide for the replacement, renovation, upgrade, and general improvement of existing SUSA Exhibits, displays, and major audio-visual equipment. Subcontracting expenses incurred by the Concessioner in accomplishing these projects shall be charged to and paid from the Exhibits Fund.

2. The annual amount payable to this Exhibits Fund, from the general operating revenues collected by the Concessioner, is $1,000,000 for the first year of the Agreement. This amount shall be revised annually, effective May 1, 1996, and each subsequent May 1, for the life of this Agreement, based on the "Change in Consumer Price Index" as described in Article 26.

3. A percentage share of the total annual amount which is equivalent to that month's estimated pro rata share of total annual Revenue shall be deposited each month by the Concessioner in the Exhibits Fund, which shall be held in an insured, interest bearing account (or other investment approved by the Contracting Officer).

4. The Exhibits Fund shall be used as directed by the Contracting Officer, in accordance with the provisions of Section 5 of the Statement of Work. Except as provided in Article 5.C, the Government reserves the right to make the final determination concerning the projects to be performed using funds from this account

and to establish the priorities for projects. Such determinations will be made by the Contracting Officer after consideration of the concerns and recommendations for the funding of projects as identified by a Review Panel in accordance with Section 5 of the Statement of Work.

5. The use of amounts deposited to this fund for replacement of Government Property because it has become unserviceable, or because it will be replaced in order to accomplish a renovation or upgrade deemed desirable for the general improvement of SUSA shall be limited as defined in Article 18.F. Expenses for maintenance and repair shall not be reimbursed out of this Facilities Fund.

6. Other expenses charged to and paid from the Exhibits Fund, including the Amortization of any Concessioner Capital Investment advanced to the Facilities Fund shall be limited to amounts and uses approved in advance by the Contracting Officer; provided, however, that the Government hereby consents to and approves dedicated payments out of the Exhibits Fund to meet the payment obligations to Concessioner set forth in Article 5.C.4.

7. At the Government's sole discretion, uncommitted amounts on deposit in this Facilities Fund may be transferred to any other improvement fund described in this Article 6 or special fund if it is determined by the Contracting Officer that such transfer is necessary or in the best interest of the PVP.

8. In the event of a sustained interruption of revenue, or other unique circumstances which impose a severe hardship on the PVP, the Contracting Officer agrees to negotiate with the Concessioner some form of relief, such as deferred payments.

C. TRANSPORTATION

1. In addition to the maintenance and repair of SUSA vehicles and transportation systems, as required by Section 6 of the Statement of Work, the Concessioner shall create and manage a "Transportation Fund," which will be in the form of a trust account, to provide for the replacement, upgrade, and general improvement of existing SUSA vehicles and transportation systems, and expansion of the Base Fleet, if required. Subcontracting expenses incurred by the Concessioner in accomplishing these projects shall be charged to and paid from the Transportation Fund.

2. The annual amount payable to this Transportation Fund, from the general operating revenues collected by the Concessioner, is $1,500,000 for the first year of this Agreement. This amount shall be revised annually, effective May 1, 1996, and each subsequent May 1, for the life of this Agreement, based on the "Change in Consumer Price Index" as described in Article 26.

3. A percentage share of the total annual amount which is equivalent to that month's estimated pro rata share of total annual Revenue shall be deposited each month by the Concessioner in the Transportation Fund, which shall be held in an insured, interest bearing account (or other investment approved by the Contracting Officer).

4. The Transportation Fund shall be used as directed by the Contracting Officer, in accordance with the provisions of Section 5 of the Statement of Work. Except as provided in Article 5.C, the Government reserves the right to make the final determination concerning the projects to be performed using funds from this account and to establish the priorities for projects. Such determinations will be made by the Contracting Officer after consideration of the concerns and recommendations for the funding of projects as identified by a Review Panel in accordance with Section 5 of the Statement of Work.

5. The use of amounts deposited to this fund for replacement of Government Property because it has become unserviceable, or because it will be replaced in order to accomplish a renovation or upgrade deemed desirable for the general improvement of SUSA shall be limited as defined in Article 18.F. Expenses for maintenance and repair shall not be reimbursed out of this Transportation Fund.

6. Other expenses charged to and paid from the Transportation Fund, including the Amortization of any Concessioner Capital Investment advanced to the Transportation Fund shall be limited to amounts and uses approved in advance by the Contracting Officer; provided, however, that the Government hereby consents to and approves dedicated payments out of the Transportation Fund to meet the payment obligations to Concessioner set forth in Article 5.C.4.

7. At the Government's sole discretion, uncommitted amounts on deposit in this Transportation Fund may be transferred to any other improvement fund described in this Article 6 or special fund if it is determined by the Contracting Officer that such transfer is necessary or in the best interest of the PVP.

8. In the event of a sustained interruption of Revenue, or other unique circumstances which impose a severe hardship on the PVP, the Contracting Officer agrees to negotiate with the Concessioner some form of relief, such as deferred payments.

ARTICLE 7 - SUBCONTRACTS

A. The Concessioner shall not solicit proposals for any goods and services to be provided, under any subcontract or purchase order for goods and services listed in this Article without the consent of the designated representative of the Contracting Officer.

B. The Concessioner shall, at the Government's option, include Government representatives in the evaluation of offerors' proposals, and the selection of a subcontractor or provider for any goods and services listed in this Article.

C. The Concessioner shall require its subcontractors on major construction subcontracts, to pay current Davis-Bacon wages and fringe benefits.

D. Unless otherwise directed by the Contracting Officer, the Concessioner shall submit to the Contracting Officer for review and consent any proposed subcontract or purchase order for goods and services described in this Article, and shall include in each such submittal the following information:

1. A description of the supplies or services to be called for by the subcontract (Statement of Work);

2. Identification of the proposed subcontractor and an explanation of why and how the proposed subcontractor was selected, including the degree of competition obtained;

3. Proposed terms and conditions;

4. Davis-Bacon area wage rates and fringe benefits (if applicable);

5. The proposed subcontract price, together with the Concessioner's price analysis thereof and a statement as to whether the price is based on catalog or market prices of commercial items sold in substantial quantities to the general public, price competition, or prices set by law or regulation; and

6. If the subcontract price cannot be justified in accordance with paragraph 5 above, the Concessioner shall submit a detailed explanation of its cost analysis including a discussion of the reasonableness of each cost element (e.g., materials, labor hours, labor rates).

E. The Concessioner shall not execute any subcontract governed by this Article, or allow any work to be performed, or goods to be delivered, under the terms of an unexecuted subcontract or purchase order, without the consent of the Contracting Officer to the final proposed subcontract.

F. Subcontracts, purchase orders, and changes thereto, for the following goods and services are subject to the provisions of this Article:

1. Any subcontract charged to the SIA, CIA, TIA, Apollo/Saturn V Center Project Construction Fund, or any fund described in Article 6, or any subcontract funded with Concessioner Capital;

2. Any subcontract for goods or services related to information products or program content;

3. Any subcontract related to or including a sponsorship agreement;

4. Any subcontracts for major construction work;

5.

ARTICLE 8 - OBLIGATION TO THE NASA EXCHANGE - KSC

A. The Concessioner shall be obligated to pay to the NASA Exchange - KSC a base annual amount of $370,000, or an amount equal to 1% of the prior year's Revenue (as defined in Article 2), whichever is less.

B. The base annual amount of $370,000 shall be effective for the first year of this Agreement (May 1, 1995, through April 30, 1996). This base annual amount will be revised annually, effective May 1, 1996, and each subsequent May 1, for the life of this Agreement, based on the "Change in the Consumer Price Index" as described in Article 26.

C. The Concessioner shall pay the annual obligation to the NASA Exchange - KSC in monthly installments, commencing June 1995, based on a percentage share of the total annual amount which is equivalent to that month's estimated prorated share of total annual Revenue. Payments shall be made in a form and method acceptable to the Contracting Officer.

D. In the event of a sustained interruption of revenue, or other unique circumstances which impose a severe hardship on the PVP, the Contracting Officer agrees to negotiate with the Concessioner some form of relief such as deferred payments.

ARTICLE 9 - ASSUMPTION OF OBLIGATIONS

A. The Concessioner shall, effective as of the first day of performance of this Agreement, assume all rights and obligations of the IMAX Master Lease Agreement.

B. The Concessioner shall, effective as of the first day of performance of this Agreement, assume all rights and obligations of all other subcontracts for projects in progress.

C. All subcontracts for projects in progress assumed by the Concessioner, pursuant to B. above, are fully funded. Cash is on deposit in the SIA, CIA, and TIA; or from the Apollo/Saturn V Center Construction Fund. The Concessioner shall assume overall construction management and technical integration responsibility for projects in progress at the time of transition to the new Concession Agreement.

D. The Concessioner shall assume the obligation to complete the Apollo/Saturn V Center, provided that this obligation shall not include any requirement for Concessioner Capital. Responsibilities include assumption of all subcontracts in progress at the time of transition to the new Concession Agreement, as stated in paragraph C above; and the responsibility for initiating and integrating all other subcontracts required to complete the center as planned. The Concessioner shall

also assume the obligation to operate and maintain the Apollo/Saturn V Center, and to collect and deposit surcharge revenues, in accordance with a Use Agreement entered into between Kennedy Space Center and Spaceport Florida Authority on April 30, 1993, and in accordance with a Pledge Agreement entered into between Kennedy Space Center and Spaceport Florida Authority on June 28, 1994.

E. The Concessioner shall receive and deposit into the SIA, CIA and TIA any fund balances transferred from the previous Concessioner, and shall assume responsibility for paying any outstanding obligations committed from these accounts with such transferred funds.

F. At the time of assumption, all subcontracts assumed under this Article have been consented to by the Government in accordance with Article 7.

ARTICLE 10 - NEW SERVICES AND ACTIVITIES

A. The Government may request or direct the Concessioner to provide new or additional (other than described elsewhere in this Agreement) activities of the general character of those described elsewhere in this Agreement, as the Government may consider desirable for the accommodation and convenience of the public.

B. The Government reserves the right to award new or additional activities to others if it is in the Government's best interest.

C. Nothing contained in this Agreement shall be construed as prohibiting or curtailing operations conducted at KSC by other parties authorized by the Center Director to provide services for KSC employees or the public.

D. If the Government requests or directs the Concessioner to provide new or additional activities not contemplated in the Statement of Work or other parts of this Agreement, consideration for the performance of such new or additional activities shall be determined in accordance with Part II, General Provision 4, entitled "Changes."

ARTICLE 11 - AUTHORIZED GOODS, SERVICES AND PRICES

A. GOVERNMENT APPROVALS

1. The Government reserves the sole right to determine and control, consistent with the provisions of this Agreement, the nature and type of goods and services that can be sold or furnished by the Concessioner.

2. In accordance with the guidelines and standards specified in the Statement of Work, the Concessioner is authorized to offer and sell the goods and services described in this Article 11 without further Government approval. The

Concessioner may also propose to the Contracting Officer additional methods of generating revenues for the PVP which are not currently described herein. Additional goods and services proposed by the Concessioner, if accepted by the Contracting Officer, will be negotiated and definitized in this Article.

3. The Concessioner shall not offer any other goods or services to the visiting public.

B. PRICING POLICY

1. Pricing for all ticketed activities are included in this article. These ticket prices may only be increased with the approval of the Contracting Officer.

2. Pricing for all other goods and services shall be established by the Concessioner based on:

a. the price charged for like or similar items or services by comparable establishments in Central Florida, and other like attractions;

b. the manufacturer's suggested retail price (if any), and;

c. other appropriate factors.

3. It is the Government's policy that SUSA visitors be offered goods and services of high value at the lowest reasonable price. While not requiring the Concessioner to obtain Government approval for pricing of non-ticketed services and goods such as food and souvenirs, the Government will closely monitor the Concessioner's pricing practices. The Government reserves the right to review the pricing of individual items and require the Concessioner to justify the retail pricing based on the factors listed above.

4. The price of each item or service offered for sale to the visiting public shall be separately and conspicuously posted or marked by the Concessioner.

5. The Concessioner may offer and promote, including advertising by notice in the KSC Bulletin, special discounts for KSC badged employees for any goods and services offered at SUSA. The Concessioner may also offer other discounts as it may deem to be in the best business interests of SUSA, provided that any such discounts on ticketed activities are approved by the Contracting Officer.

6. Schedule of Prices

a. There is no admission charge for access to Spaceport USA. Without charge, visitors will receive an orientation briefing, and may participate in a variety of Exhibits, displays, and activities.

b. Prices, including surcharges as required in Article 4.B, for various ticketed activities are set forth as follows.

5/1/1995

	Adult	Surcharge	Child	Surcharge	Student	Surcharge
Bus Tours (Pre-enhanced PVP)	$7.00	$2.00	$4.00	$1.25	$2.00	$.75
IMAX	4.00	1.00	2.00	–	1.75	–

The ticket price for VIP tours in accordance with SOW 4.2.3.1 shall be approved by the Contracting Officer prior to implementation.

7.

a.

b.

c. IMAX - The Concessioner shall provide complimentary IMAX tickets to guests of NASA. The value of complimentary IMAX tickets issued by the Concessioner at NASA's direction will be limited to an aggregate retail value of 1,000 adult "IMAX Film only" tickets per calendar year.

C. TOURS

1. Tours Authorized

The Concessioner is authorized, subject to operational constraints described herein, to conduct general public and special tours of the Kennedy Space Center and Cape Canaveral Air Station as described in Section 4 of the Statement of Work. Additional types or variations of tours may be authorized in accordance with the provisions of this Agreement.

2. Complimentary VIP Tours

The Concessioner shall provide complimentary VIP Tours to guests of NASA in accordance with SOW Section 4.2.3.1. The number of complimentary VIP tours issued by the Concessioner at NASA's direction (SOW Section 4.2.3.1.a) will be limited to accommodate 500 individuals.

3. Transportation Support for NASA Guest Activities

a. The Concessioner shall furnish, without charge and at the direction of the Contracting Officer, or authorized representative, bus transportation and drivers to support NASA guest activities during launch and landing operations. This requirement shall be limited to 32 bus/driver uses per year. The Contracting Officer, or authorized representative, shall have the right to specify which buses shall be used in support of this requirement. The Concessioner shall provide transportation support for NASA guest activities in accordance with PAO-40007, "Public Affairs Support Plan for Space Shuttle Launches and KSC Landings."

b. The Concessioner shall furnish bus transportation and drivers, or if required, driver-escorts, to support NASA-sponsored tours as directed by the Contracting Officer, or authorized representative. The charges for providing such support shall be as mutually agreed. The Concessioner shall provide transportation and escort support for NASA-sponsored tours in accordance with Section 4.2.3.2 of the Statement of Work.

D. IMAX SHOWS

1. Shows Authorized

The Concessioner is authorized to provide showings of IMAX movies in accordance with the terms and conditions of the IMAX Master Lease Agreement.

2. Complimentary Showings

a. In addition to complimentary tickets set forth at B.7.c, NASA shall have the right, pursuant to the IMAX Master Lease Agreement, to invite or permit guests to view IMAX films at no charge during regular showings, and at special showings for groups. At the direction of the Contracting Officer, or authorized representative, the Concessioner shall block seats as requested for any regular showing to accommodate NASA guests.

b. The Concessioner shall support special showings of IMAX movies as directed by the Contracting Officer, or authorized representative.

E. SOUVENIRS

1. Sale Items Authorized

The Concessioner is authorized to offer items for sale which fall within the categories and standards defined in Section 3.3.3 of the Statement of Work.

2. Product Review

a. A Review Panel will meet regularly for the purpose of reviewing souvenir and convenience items. The Review Panel will review and approve new items proposed for sale, or in the case of items which require Contracting Officer consent, will make a recommendation for the Contracting Officer's consideration.

b. For each new item to be reviewed by the Review Panel, the Concessioner shall furnish documentation identifying the supplier, country of manufacture, product description, a product sample if available, and proposed retail price. The Review Panel will review the items for conformance with the guidelines and standards specified in the Statement of Work.

3. Government Printing Office Publications

Printed materials offered for sale which are published by the Government Printing Office (GPO) and marked with a retail price shall be offered for sale at no more than the retail price specified by the GPO in the materials.

4. Mail Order Sales

The Concessioner is required to offer mail order sales in accordance with Section 3.3.4 of the Statement of Work. Only items approved shall be offered for sale by mail order. Prices charged for mail order items shall be the same as that charged for the items at SUSA, except that the Concessioner may add reasonable shipping and handling costs.

5. Sale of Items to the NASA Exchange - KSC

The Concessioner shall sell to the NASA Exchange - KSC any item of merchandise, excluding food and beverages, offered for sale at SUSA, in such quantities as requested by the Contracting Officer. The sales price of said merchandise shall be the Concessioner's acquisition cost plus 5 percent of acquisition cost. Acquisition cost shall mean the invoice price less any discounts plus transportation costs. Such items are for resale by the NASA Exchange - KSC.

F. FOOD SERVICES

1. Food and Beverage Items Authorized

The Concessioner is authorized to offer for sale food and beverage items in accordance with Section 3.2 of the Statement of Work.

2. Menu Review

a. A Review Panel will meet regularly for the purpose of reviewing food and beverage menu items. The Review Panel will review and approve new items proposed for sale and items proposed to be withdrawn from sale.

b. For each new item to be reviewed by the Review Panel, the Concessioner shall furnish documentation providing a product description, portion size, a product sample if available, and proposed retail price. The Review Panel will review the items for conformance with the guidelines and standards specified in the Statement of Work.

3. Catering Services

a. The Concessioner shall develop for review by a Review Panel, standard menus offering a variety of hot and cold catering services at various levels of cost, (e.g., buffets, sit-down dinners, hors d'oeuvres). These menus shall be at established prices recommended by the Concessioner and agreed upon by the Review Panel.

b. The Concessioner shall provide, in accordance with Section 3.2.1 of the Statement of Work, a reduced-price, predetermined catering menu for use at the Government's direction in accommodating groups of NASA guests at SUSA.

c. The Government reserves the right to allow groups authorized by the Government to use SUSA facilities to make their own catering arrangements, provided any costs incurred by the Concessioner in supporting such events (e.g. extended hours, cleanup) are reimbursed. Such costs shall be predetermined and approved by the Contracting Officer. The Concessioner is authorized to bid on such services; however, supporting costs as defined above shall be listed separately.

G. OTHER AUTHORIZED ACTIVITIES

1. Special Events at SUSA

a. The Concessioner is authorized to plan, promote, and conduct special, ticketed events at SUSA for KSC employees, families, and the general public, subject to the prior approval of the Contracting Officer, or authorized representative.

b. The Concessioner is required to host and support, in accordance with Section 2.3.4.2 of the Statement of Work, up to four NASA Special Events at SUSA per calendar year. The maximum level of unreimbursed support the Concessioner shall provide annually for NASA Special Events shall not exceed $50,000. Each event, and associated support requirements, will be defined by the Government no later than 30 days from its scheduled occurrence.

2. NASA Art Loan Program

The Concessioner is authorized to operate, in accordance with Section 2.6 of the Statement of Work, a NASA Art Loan Program and collect from qualified organizations and institutions reimbursement for services rendered. The Concessioner shall offer such services as may be required to support requests for art loans on a not-for-profit basis, and shall charge borrowing organizations direct costs incurred. Any ESI consulting fees incurred to assist with the touring program will be at a rate of $135/hour with escalation not to exceed the Consumer Price Index.

3. External Special Events

a. The Concessioner is authorized to provide, in accordance with Section 2.3.4.3 of the Statement of Work, services to transport, setup, and staff external NASA Exhibits at special events anywhere in Florida, Georgia, Puerto Rico and the Virgin Islands. The Concessioner is authorized to collect reimbursement for services rendered from organizations and institutions sponsoring events approved by NASA. The Concessioner shall offer such services as may be required to support requests for external Exhibits on a not-for-profit basis, and shall charge sponsoring organizations direct costs incurred. Any ESI consulting fees incurred to assist with the touring program will be at a rate of $135/hour with escalation not to exceed the Consumer Price Index.

b. The Concessioner is required to support, in accordance with Section 2.3.4.3 of the Statement of Work, up to four special events away from SUSA per calendar year. The maximum level of unreimbursed support the Concessioner shall provide annually for such External Special Events shall not exceed $30,000. Each event, and associated support requirements, will be defined by the Government no later than 30 days from its scheduled occurrence.

4. Sponsored PVP Activities

a. The Concessioner is authorized to solicit and accept contributions of funds, property other than real property, and services from third parties to sponsor and support the activities of the PVP.

b. Prior to any solicitation, the Concessioner shall submit, for Contracting Officer or authorized representative approval, the names of proposed individuals or organizations to be solicited, a solicitation plan and draft of materials to be used.

c. The conditions under which any contribution is made shall be documented in a written agreement signed by the Concessioner and the contributor, and subject to the consent of the Contracting Officer. The agreement shall include a description of the contribution and the recognition to be given to the contributor. The Concessioner shall not accept any contribution until the Contracting Officer's consent of the proposed agreement is obtained.

d. The agreement for any contribution of funds shall provide that the contribution is an unconditional gift.

e. The agreement for any property given outright shall specify that the gift is unconditional and that title to the property shall pass to and vest in the Government upon receipt and acceptance of the property by the Concessioner.

f. The agreement for any loaned property shall specify the duration of the loan and the responsibilities of the parties for matters such as accountability, control, use, maintenance, repair, restoration, loss, damage, etc. If the contributor requires protection against risks of loss or damage, the cost of such insurance shall be borne by the contributor.

g. The agreement for any services to be performed at KSC must comply with applicable laws and regulations.

h. Contributed funds shall be deposited by the Concessioner to the Exhibits Fund or the Service Improvement Account, as directed by the Contracting Officer, or as otherwise negotiated, and shall be accounted for separately in all reports concerning those accounts.

i. All property unconditionally contributed, or acquired, pursuant to this Article shall be considered as Government Property provided to the Concessioner. The Concessioner's responsibilities for such property shall be as defined in Article 18 and/or 19.

ARTICLE 12 - OPERATING REQUIREMENTS

A. HOURS OF OPERATION

The Concessioner shall insure that SUSA is open and available to the public between the hours of 9:00 a.m. to darkness, seven days a week, with the exception of Christmas Day, unless otherwise directed by the Contracting Officer.

B. SUPPORT FOR LAUNCH/LANDING OPERATIONS

1. The Concessioner shall furnish support for NASA guest activities conducted in association with KSC launch and landing operations. The support shall be provided at such times and in the manner described in PAO-40007, "Public Affairs Support Plan for Space Shuttle Launches and KSC Landings."

2. NASA Guest Operations will be housed in SUSA facilities dedicated for such use and maintained by the Concessioner. Should it become necessary or desirable to relocate NASA Guest Operations from its current location, Bldg. M6-409, Room 2001, the Government shall direct the site, size, and capabilities to be provided in new SUSA facilities dedicated to this purpose in accordance with Section 5 of the Statement of Work.

3. The Concessioner shall provide the following minimum support:

a. Bus transportation and drivers, if required, as defined in Article 11.C.

b. Catering services, if required, as defined in Article 11.F.

c. Opening and staffing SUSA facilities at times required to support guest arrival.

d. Opening SUSA food service and souvenir facilities as required by Public Affairs for the convenience of guests.

e. Furnishing appropriate personnel to support special prelaunch briefings and presentations in SUSA facilities as designated by Public Affairs.

f. Roping off and directing access to reserved areas of the SUSA parking lot for arriving NASA guests.

g. Closing SUSA to the general public, and resuming normal operations in accordance with NASA-approved security plans.

C. SUPPORT FOR NASA SPECIAL EVENTS

1. The Concessioner shall provide support for NASA Special Events in accordance with Article 11.G..

2. The types of support to be provided include, but are not limited to, the activities listed in paragraph B.3 above.

D. OPERATIONAL CONSTRAINTS

1. All KSC/Eastern Range (ER) primary missions take precedence over PVP operations. The Contracting Officer, or authorized representative, may, at any time, direct the modification, cessation, or curtailment of any and all PVP operations for reasons (e.g., operational, safety, security) related to the primary missions of KSC/ETR. The Government agrees to provide, to the extent practicable, advance notice to the Concessioner of KSC/ETR activities (e.g., launches or landings of space vehicles) that may require modification, cessation or curtailment of PVP operations, and the extent to which PVP operations will be affected. In no event, however, shall this Concession Agreement be adjusted in any way, or the Concessioner otherwise compensated for such modification, curtailment or cessation of PVP operations.

2. The Government reserves the unilateral right, with reasonable advance notice to the Concessioner and without cost or liability, to: (a) temporarily and exclusively use any tour stop, theater facility, or other physical space for the purpose of executing its own requirements (i.e., special briefings to official guests of the Government); (b) permit other organizations to temporarily use facilities at SUSA for special activities which are in the public interest (e.g., dedication ceremonies, press-conferences, technology demonstrations), and; (c) assign space on a permanent basis to another user for activities which are of Government interest (e.g., administration of the Concession Agreement).

E. LICENSES, PERMITS AND TAXES

The Concessioner shall obtain all necessary permits, give all necessary notices, pay all license fees, and comply with all applicable municipal, county, state, and Federal Laws, rules, ordinances and regulations relating to the public health or otherwise applicable to the business carried on under this Agreement, and shall assume complete and sole liability for all Federal, state, and local taxes applicable to the property, income, and transactions of the PVP during the term of this Agreement.

The Concessioner shall not have any liability for any sales tax assessment, interest, or penalties relating to any period prior to commencement of, or after expiration of the term of this Agreement.

F. PROHIBITIONS

The Concessioner shall not:

1. Represent itself or permit itself to be represented to the public as an agent of or part of the Government or the National Aeronautics and Space Administration by the use of words implying identification with the Government, Kennedy Space Center, or the National Aeronautics and Space Administration, on letter or billboards or on signs, or in any other manner whatsoever, except as may be approved by the Contracting Officer.

2. Sell or remove any PVP property without prior consent of the Contracting Officer.

3. Permit another party to use the premises made available for use to the Concessioner or assign to another all or any part of PVP operations without first obtaining the written consent of the Contracting Officer. No assignment, transfer or use permit, no matter how entered into shall be effective nor shall any assignee, transferee or user acquire any rights to or under this Agreement unless prior consent to any such assignment, transfer or use is obtained from the Contracting Officer. This consent shall be evidenced only by a written instrument executed by the parties hereto and in the same manner and dignity as required for the execution of this Agreement.

4. Engage in or permit gambling or the use of any gambling device, such as punch boards or slot machines, or the sale of lottery tickets, on SUSA premises.

5. Use SUSA premises for the conduct or promotion of any business not a part of PVP operations, or otherwise cooperate with other enterprises endeavoring to use PVP operations as a means of promoting private or commercial interests unless specifically approved by the Contracting Officer.

G. CORRECTION OF DEFICIENCIES

It is mutually agreed that if the Contracting Officer directs the Concessioner to take corrective action regarding any portion of PVP operations in which the Concessioner is failing to comply with the terms and conditions of this Agreement and the Concessioner fails to take such corrective action as directed, the Contracting Officer may direct the Concessioner to immediately cease and desist all or any PVP operations until such time as the Concessioner demonstrates to the Contracting Officer's satisfaction that corrective action has been taken and the deficiency has been corrected. It is further agreed that the Concessioner will so cease and desist as directed and that the Government shall in no way be liable for any loss of revenue or incurrence of expense otherwise resulting from the cessation, as directed by the Contracting Officer, of any PVP operations.

ARTICLE 13 - SUPPLEMENTAL TOUR VEHICLES

The Concessioner is required, in accordance with Section 4.6.3 of the Statement o Work, to provide tour vehicles owned, leased, or rented by the Concessioner to supplement, as required, the Government-owned Base Fleet of tour vehicles.

ARTICLE 14 - CONTROLS APPLICABLE TO CONCESSIONER'S ACTIVITIES

The below listed documents and subsequent revisions thereof are applicable to this Agreement and are incorporated herein by reference. These issuances prescribe regulatory procedural criteria which are applicable to the Concessioner. The Concessioner, upon receipt of notice of noncompliance with any provisions of the below listed documents from the Contracting Officer, or authorized representative, shall promptly take corrective action.

NMI 1020.1H	"NASA Seal, Insignia, Logotype, Program, and Astronaut Badges, and Flags"
NMI 1020.2E	"Rules for Displaying the United States Flag and NASA Flag at Half-Staff"
KHB 1040.1E	"Emergency Preparedness Plan"
KHB 1200.1A w/ch. 35	"Management of KSC Facilities, Systems & Equipment Handbook"
NHB 1430.2	"The Manager's Guide to NASA Graphics Standards"
KHB 1610.1A	"KSC Security Handbook"
KHB 1610.1F	"Unescorted Access and Personnel Reliability Program"
KHB 1610.2 w/ch. 1	"Personnel Security Handbook"
KMI 1610.2D	"Photography and Photographer Identification"
KHB 1710.2B w/ch. 8	"Kennedy Space Center Safety Practices Handbook; Volumes 1 & 2"
KMI 1710.13G	"Technical Operating Procedures Policy"
KHB 1711.1C w/ch. 4	"Reporting and Investigation of Mishaps"
KMI 1800.1A	"KSC Environmental Health Program"
KMI 1800.2A	"KSC Chemical Hazard Communication Program"

KMI 1860.IB	"KSC Radiation Protection Program"
KMI 1870.I	"KSC Sanitation and Pollution Control Program"
KHB 1870.1A	"KSC Sanitation and Pollution Control Handbook"
KMI 2410.2C	"Information Resources Management"
KMI 2570.1E	"KSC Radio Frequency Spectrum Management"
KHB 4000.IC w/ch. 3	"Supply Support System Manual, Part 5, Equipment Management"
KMI 7710.1D	"Centerwide Manpower Reports"
KPD 8710.1	"KSC/Safety, Reliability, Maintainability and Quality Assurance Programs"
KHB 8800.6	"KSC Environmental Control Handbook"
KHB 8800.7A	"Hazardous Waste Management"
KMI 8800.8	"KSC Environmental Management"
NHB 8800.15	"Real Estate Management Program Implementation Handbook" (Chapter 5)
KMI 8810.1D	"Excavation/Subsurface Exploration Permit Requests"
KHB 8810.1D	"Processing and Approving Excavation Permits"
GP-509G	"Contractor/User Safety Program Guidelines"
GP-1098G w/changes	"KSC Ground Operations Safety Plan" (Volume I and II)"
KSC-DE-512-SM	"Facility, System, and Equipment General Design Requirements"
DE-P 525D	"Guidelines for Construction Management, Field Liaison, and Inspection of Construction/ Fabrication/Installation Projects"
PAO-40007 KSC	"Public Affairs Support Plan For Space Shuttle Launches and Landings"

The Concessioner shall perform PVP operations in accordance with any other existing applicable NASA/KSC management issuances (e.g., KMI's, KM's, KHB's, NPD's, and NMI's) or such issuances which may subsequently be promulgated.

ARTICLE 15 - REPORTING OF MISHAPS

The Concessioner shall immediately report to the Director of Safety, Reliability and Quality Assurance, and the Contracting Officer (by telephone if possible) accidents and incidents which result in serious personal injuries or death and/or substantial damage to KSC resources, equipment or facilities used or occupied by the Concessioner. The Concessioner shall prepare and submit a NASA Mishap Report (NASA Form 1627) to the NASA/KSC Industrial Safety Engineering Branch (RT-SOE-2), as outlined in RRD RE-3.

Guidance in reporting mishaps shall be obtained from the Contracting Officer, or authorized representative.

ARTICLE 16 - GOVERNMENT ADMINISTRATION

A. TECHNICAL DIRECTION

1. The Contracting Officer or authorized representative are the only individuals authorized to issue instructions to the Concessioner in matters relating to this Agreement. The identification, scope of authority and duties of representatives of the Contracting Officer shall be set forth in letters issued by the Contracting Officer and copies of such delegations of authority shall be furnished to the Concessioner. The Concessioner agrees to cooperate with designated representatives and coordinate its efforts with respect to functions and functional approaches and other technical matters which are within the Scope of PVP activities to be performed by the Concessioner. The Contracting Officer is the only individual who is authorized to issue any direction to the Concessioner which constitutes a change within the scope of Part II, General Provision No. 4, "Changes".

2. The Concessioner's activities under this Agreement shall be subject to the technical surveillance of the Government's designated Contract Technical Manager and Technical Representative(s). As used herein, the term "technical surveillance" means written or oral advice on policy matters, technical advice, procedural guidance, membership on Review Panels, etc., or review of the Concessioner's planning, procedures, performance, and general management of the PVP.

B. AUTHORIZED CHANGES

The Contracting Officer is the only individual authorized to issue any direction which constitutes a change to the terms and conditions of this Agreement. All changes to this Agreement shall be documented in writing by formal modification to the Concession Agreement.

C. INTERFACES

1. For the administration and execution of responsibilities described in this Agreement, the Concessioner shall be required to establish interfaces with various Government offices and non-Government organizations. These interfaces are defined in Part IV, Attachment 4.

2. In addition to direct interfaces between the Concessioner and the Contracting Officer, and the Contracting Officer's duly appointed representatives, this Agreement provides for the establishment of one or more Review Panels for the purpose of:

a. Providing the Concessioner a broad degree of freedom in decision making while preserving the opportunity for Government input and advice;

b. Facilitating communication between the parties and ensuring joint consideration of issues and concerns related to PVP management, operations, and development.

3. The number of Review Panels, their composition, and decision processes shall be as mutually agreed by the Government and Concessioner. As a minimum, the Review Panel concept will be used for those applications identified in the Statement of Work.

4. Where final decision authority remains with the Government, Review Panels will act in an advisory capacity to make recommendations to the Contracting Officer. Where final decision authority does not remain with the Government, Review Panels will decide the matters they consider.

ARTICLE 17 - GOVERNMENT-PROVIDED SERVICES. MATERIALS. AND PROPERTY

A. GOVERNMENT PROVIDED

The Government will provide at SUSA, without charge, the services, materials and property listed below for the use and benefit of the Concessioner to the extent reasonably required and to the extent available at KSC:

1. Intra-KSC/CCAS telephone service (excluding commercial telephone services);

2. Fire protection services, excluding preventative maintenance inspections and required maintenance services of the KSC fire detection and alarm system equipment and fire suppression equipment (e.g., sprinklers);

3. Emergency medical services, including ambulance service, excluding the SUSA registered nurse(s);

4. Intra-center mail pick-up and delivery services, excluding outgoing souvenir mail order sales shipments;

5. Security protection and traffic control services, including maintenance of the security alarm system equipment and any other protection deemed necessary by NASA beyond the requirement in Section 3.7.2 of the Statement of Work;

6. Mosquito control, as part of KSC-wide aerial, aquatic, or ground spraying program;

7. Maintenance and repair responsibilities at tour stops as defined in Section 6.3.3 of the Statement of Work;

8. Replacement of any 13.2 KV substation equipment, complete sewage treatment plant, potable water interface valves, at the end of their useful life;

9. Pump/clean grease traps in food preparation areas;

10. Periodic safety inspection of all equipment and facilities and testing of all safety equipment as identified by the Concessioner or by the Government. (This is in addition to and does not relieve the Concessioner of inspection requirements);

11. Storage and retrieval of as-built drawings;

12. Power to main gate entrance signs;

13. Such other services and items as the Contracting Officer may determine to be in the Government's interests, at the sole discretion of the Contracting Officer.

B. GOVERNMENT PROVIDED - REIMBURSABLE

The Concessioner shall obtain the utilities and services listed below exclusively from the Kennedy-Space Center and shall reimburse KSC for the cost of these utilities and services. Costs will be determined in accordance with the NASA Financial Management Manual, Part 9090, "Guidelines Applicable to Reimbursable Agreements."

1. Electrical power for SUSA;

2. Water for SUSA;

3. Physical examinations for bus driver/tour escorts in compliance with KSC and ICC regulations;

4. Custodial support, utilities and maintenance of roads, grounds, facilities and equipment at tour stops on Cape Canaveral Air Station (CCAS), as billed by KSC;

5. Preventative maintenance inspections and required maintenance services of the KSC fire detection and alarm system and fire suppression equipment (e.g., sprinklers);

6. Operation and maintenance of sewage collection/ treatment facilities, including laboratory services, used in support of SUSA.

7. A registered nurse(s) to support visitor and employee activities at SUSA first aid station;

8. Security services for SUSA in accordance with Section 3.7.2 of the Statement of Work;

9. Design/Construction inspection services in accordance with Section 5 of the Statement of Work and as otherwise approved by the Contracting Officer.

ARTICLE 18 - PROPERTY ARRANGEMENTS

A. GOVERNMENT PROPERTY (Reference SOW 1.3.4)

1. The Government will make available to the Concessioner on a no-charge as-is, where-is basis for use in performing the PVP, the Government Property recorded in the NASA Equipment Management System data base and charged to Concession Agreement NAS10-9675 as of May 1, 1995, together with such data and information as the Concessioner may reasonably request and as may reasonably be required and available for the intended use. Also, the Government will make available as required and approved by the Contracting Officer, excess property available from KSC and other NASA Centers for the operation of the PVP.

2. The taking of possession of such Government Property by the Concessioner shall, in itself, constitute acknowledgment of the Concessioner that the condition of such property is satisfactory for its intended use. The Concessioner shall accept such Government Property in the condition existing as of May 1, 1995, and upon such acceptance shall assume responsibility for maintenance and repair of such property as provided for elsewhere in this Agreement.

3. The Government will also make available on a no-charge basis the following:

a. NASA information material, as available, for operational use or distribution to the public without charge.

b. Exhibits

(1) The Government will provide, for public viewing at SUSA and other locations, various Exhibits, displays, art collections, trophies, artifacts and other items related to NASA and other programs. Except as otherwise provided in Article 5.C., the Government shall have the right to determine all exhibit related matters including, but not limited to, the placement, arrangement, removal, and modification of Exhibits, and the presentation of new Exhibits.

(2) Exhibits acquired during the term of this Agreement.

(3) Other exhibit-related obligations of the Concessioner are set forth in the Statement of Work.

c. Additional Property

The Government may provide additional real and personal property, including modifications, expansions and improvements to existing real and personal property, as determined by the Contracting Officer to be in the Government's interest, and for which funds are available.

4. The Government shall not be obligated to repair or replace any item of Government Property made available hereunder for use by the Concessioner should such property be, in any manner, lost, damaged, or destroyed.

5. The Government, through the terms of its interagency agreement with Spaceport Florida Authority, will also make available to the Concessioner on a no-charge basis, for use in performing the PVP, the Apollo/Saturn V Center along with all of its Collateral Equipment. Title to the Apollo/Saturn V Center and its Collateral Equipment shall remain with Spaceport Florida Authority until such time as all of its outstanding debt used to finance the Apollo/Saturn V Center is retired. For the purposes of this Concession Agreement, Spaceport Florida Authority property shall be treated as if it were Government Property, and all requirements of the Concessioner with regard to Government Property shall also apply to the Apollo/Saturn V Center.

B. CONCESSIONER-ACQUIRED PROPERTY

1. The Concessioner shall acquire, and charge as an operating expense, all personal property, except as stipulated in this Agreement to be provided by the Government or allowed by the Contracting Officer to be charged against any SUSA Improvement account or special fund, necessary for the PVP, including personal property to replace any Government personal property which becomes unserviceable.

2. The Concessioner shall acquire real property in accordance with the provisions of this Agreement relating to capital investment (Article 5); obligations for replacements, renovations, and upgrades (Article 6); and sponsored PVP activities (Article 11).

C. CONCESSIONER-OWNED PROPERTY

1. The Concessioner may furnish at the start of the Agreement, or at any time during its term, Concessioner-owned personal property provided that such property has been acquired by the Concessioner using its own capital.

2. The Concessioner shall furnish to the Contracting Officer, no later than 15 days prior to the first day of performance of this Agreement, a complete inventory of Concessioner-owned property to be used at SUSA in support of the PVP. The inventory shall be updated annually to reflect changes during the term of this Agreement.

3. All Concessioner-owned property shall be so tagged with a number corresponding to the inventory record. Such property tags shall be readily visible for purposes of inspection and distinguishing Concessioner-owned property from Government-owned property.

D. TITLE TO PROPERTY

1. Title to property provided by the Government shall remain in the Government.

2. Title to personal property acquired by the Concessioner and charged to expenses shall vest in the Government.

3. Title to personal property acquired, as approved by the Contracting Officer, with Concessioner Capital as a Concessioner Capital Investment, and amortized, as approved by the Contracting Officer, against expenses shall vest in the Government at such time as the Concessioner Capital Investment is fully amortized, or at the Concessioner's option, at the time the property is acquired by the Concessioner.

4. Title to personal property furnished by the Concessioner using Concessioner Capital, and not charged as an Expense to the PVP in any way, or maintained by the PVP, shall remain with the Concessioner.

5. Title to real property shall vest in the Government regardless of how it is acquired.

6. For all property in which title is to vest with the Government, the Concessioner shall transfer its title in such property without charge to the Government. If the Government acquires property directly, title to such property will vest directly in the Government, and title shall not have been vested with the Concessioner at any time.

E. UTILIZATION, MAINTENANCE, REPAIR AND RESTORATION OF REAL PROPERTY

1. If Government real property is damaged by casualty to an extent requiring major restoration or rebuilding, then the Concessioner shall not be obligated to restore, or rebuild such real property except to the extent that such expenses can be paid out of the return from insurance.

2. Prior to the time real property becomes Government-owned, the Concessioner shall assume the risk of loss due to damage by casualty of SUSA buildings, structures, or other improvements.

F. REPLACEMENT OF GOVERNMENT PROPERTY

1. The Concessioner shall replace Government Property when such propert has become unserviceable. In accordance with Section 5.3 of the Statement of Work, the Concessioner shall also replace Government Property in order to accomplish a renovation or upgrade deemed desirable for the general improvement of SUSA. As a general rule, Government Property shall be replaced rather than repaired if the cost of repair will exceed 60 percent of the replacement costs. However, other factors such as need for and availability of the property shall be considered. The Concessioner shall comply with FAR 45.6 and applicable KSC property management procedures in the disposition of unserviceable and excess Government Property which has been replaced.

2. The expense of replacement of Government Property shall be charged according to the following schedule:

a. Any Government real property replaced, including discrete components and Collateral Equipment thereof, with a per-unit acquisition cost greater than $10,000, shall be charged, as directed by the Contracting Officer, to one or more of the Special Funds identified in Article 6, or to one or more of the Improvement accounts identified in Article 5.

b. Government vehicles, replaced in whole, shall be charged to the Transportation Fund; all vehicle replacement parts and components shall be charged as an operating expense.

c. Government Exhibits, replaced in whole, shall be charged to the Exhibits Fund; all exhibit parts and components with a per unit acquisition cost greater than $10,000 shall be charged to the Exhibits Fund; all Exhibits parts and components with a per unit acquisition cost less than $10,000 shall be charged as an operating expense.

d. Government tools and equipment with a per unit acquisition cost greater than $ 10,000 shall be charged, as directed by the Contracting Officer, to one or more of the Special Funds identified in Article 6, or to one or more of the Improvement accounts identified in Article 5.

e. All Government-furnished operating systems (e.g., ticketing system, cash and inventory systems, data processing systems) shall be charged as an operating expense.

f. Any other Government Property replaced shall be charged as an operating expense.

g. For the purposes of determining proper charging of expenses to replace Government Property, the dollar thresholds specified above shall be in effect for the first year of the Agreement and thereafter revised annually, effective May 1, 1996, and each subsequent May 1, for the life of this Agreement, based on the "Change in the Consumer Price Index" as described in Article 26.

G. LOSS OF GOVERNMENT PROPERTY (EXCEPT UNIQUE EXHIBITS)

1. Unless otherwise provided in the Concession Agreement, the Concessioner assumes the risk of, and shall be responsible for, any destruction of, loss, or damage to, Government Property upon its delivery to the Concessioner or upon passage of title to the Government for Concessioner-acquired Property.

2. The Concessioner shall report to the Contracting Officer any loss, damage, or destruction of Government Property. If the Contracting Officer determines that the loss, damage, or destruction of Government Property resulted from the Concessioner's negligence or misuse of such property, or the Concessioner's failure to provide adequate controls and protections, then the Concessioner shall be deemed fully liable and the cost of replacing the property or compensating the Government shall be charged to and paid from Concessioner Capital. The amount of such liability shall be limited to the acquisition cost of the property. Acquisition cost is defined as the price actually paid for the property when it was initially purchased, as recorded on the Government Property inventory. The Concessioner shall remain liable to the Government under the provisions of this Agreement and other remedies of law available to the Government, for any remaining liability not paid from Concessioner Capital.

3. If the Contracting Officer determines that loss, damage or destruction of Government Property was not due to the negligence or misuse of the property by the Concessioner, or the Concessioner's failure to provide adequate controls and protections, then the expense of replacing such property shall be charged in accordance with Article 18.F.

4. The Concessioner's liability for Unique Exhibits is covered in Article 19.

H. GOVERNMENT RIGHT OF ENTRY

Representatives of the Government shall have the right at any time to enter any SUSA property, including property being constructed by the Concessioner pursuant to this Agreement, for any purpose deemed reasonably necessary for the administration of the NASA Kennedy Space Center, the PVP, and the Government services therein, but not so as to destroy or unreasonably interfere with the Concessioner's use of such property.

ARTICLE 19 - LIABILITY FOR UNIQUE EXHIBITS

A. As used in this Article, the term "Concessioner's Managerial Personnel", means any of the Concessioner's directors, officers, Concessioners, superintendents, or equivalent representatives who have supervision or direction of:

1. All or substantially all of the Concessioner's business;

2. All or substantially all of the Concessioner's operations at any one place or separate location in which Unique Exhibits are installed or located;

3. A separate and complete major industrial operation in connection with which Unique Exhibits are used.

B. The Concessioner shall not be liable for any loss or destruction of, or damage to, Unique Exhibits, or for expenses incidental to such loss, destruction, or damage, except as provided in this article.

C. The Concessioner shall be liable for loss or destruction of, or damage to Unique Exhibits, and for expenses incidental to such loss, destruction, or damage which:

1. The Concessioner is otherwise responsible for under the express terms of this Agreement;

2. Results from willful misconduct or lack of good faith on the part of the Concessioner's managerial personnel;

3. Results from a failure, due to willful misconduct or lack of good faith on the part of the Concessioner's managerial personnel to do any of the following:

a. Establish, maintain, and administer a system for control of Unique Exhibits in accordance with FAR Subpart 45.5 and NASA FAR Supplement Part 18-45;

b. Maintain and administer a program for maintenance, repair, protection, and preservation of Unique Exhibits in accordance with FAR Subpart 45.5 and NASA FAR Supplement Part 18-45, or to take reasonable steps to comply with any appropriate written direction that the Contracting Officer may prescribe as reasonably necessary for the protection of Unique Exhibits.

D. If the Concessioner fails to act as provided by C.3 above, after being notified (by certified mail addressed to one of the Concessioner's managerial personnel) of the Government's disapproval, withdrawal of approval, or nonacceptance of the system or programs, it shall be conclusively presumed that such failure was due to willful misconduct or lack of good faith on the part of the Concessioner's managerial personnel. Furthermore, any loss or destruction of, or damage to, Unique Exhibits shall be presumed to have resulted from such failure unless the Concessioner can clearly and convincingly establish that such loss, destruction, or damage:

1. Did not result from the Concessioner's failure to maintain an approved program or system;

2. Occurred while an approved program was maintained by the Concessioner.

E. If the Concessioner transfers Unique Exhibits to the possession and control of a subcontractor, the transfer shall not affect the liability of the Concessioner for loss or destruction of, or damage to, Unique Exhibits. However, the Concessioner shall require the subcontractor to assume the risk of, and be responsible for, any loss or destruction of, or damage to Unique Exhibits while in the subcontractor's possessic

or control, except to the extent that the subcontract, with the advance approval of the Contracting Officer, relieves the subcontractor from such liability. In the absence of such approval, the subcontract shall contain appropriate provisions requiring the return of all Unique Exhibits in as good condition as when received, except for reasonable wear and tear or for their utilization in accordance with the provisions of this Agreement.

F. When there is any loss or destruction of, or damage to Unique Exhibits, the Concessioner shall promptly notify the Contracting Officer and, with the assistance of the Contracting Officer, shall take all reasonable steps to protect Unique Exhibits from further damage, separate damaged and undamaged Unique Exhibits, put all Unique Exhibits in the best possible order, and promptly furnish to the Contracting Officer (in any event within 30 days) a statement of:

1. The Unique Exhibits lost or damaged;

2. The time and origin of the loss or damage;

3. All known interest in commingled property of which Unique Exhibits are a part;

4. Any insurance covering any part of or interest in such commingled property.

G. The Concessioner shall only make such repairs, replacements, and renovations of the lost, destroyed, or damaged Unique Exhibits or take such other action as the Contracting Officer may direct in writing.

H. To the extent that the Concessioner is liable under this clause for loss or destruction of or damage to Unique Exhibits; and except for such loss, destruction or damage compensated by insurance, such liabilities shall be paid from Concessioner Capital to the Government or deposited to SUSA accounts as directed by the Contracting Officer.

I. The Government is not obligated to replace or repair Unique Exhibits that have been lost, destroyed, or damaged.

J. Except to the extent of any loss or destruction of, or damage to, Unique Exhibits for which the Concessioner is relieved of liability, Unique Exhibits shall be returned to the Government or otherwise disposed of under the terms of this Agreement as follows:

1. In as good condition as when received by the Concessioner;

2. As improved during the Concessioner's use;

3. As required under the terms of this Agreement less ordinary wear and tear.

K. If the Concessioner is in any way compensated for any loss or destruction of, or damage to, Unique Exhibits, the Concessioner, as directed by the Contracting Officer, shall:

1. Use the proceeds to repair, renovate, or replace Unique Exhibits involved;

2. Pay such proceeds to the Government, or deposit such proceeds to the SIA.

L. The Concessioner shall do nothing to prejudice the Government's right to recover against third parties for any loss or destruction of, or damage to, Unique Exhibits. Upon the request of the Contracting Officer, the Concessioner shall furnish to the Government, all reasonable assistance and cooperation (including the prosecution of suit and the execution of instruments of assignment in favor of the Government) in obtaining recovery. Any expense incurred by the Concessioner's compliance with this paragraph shall be chargeable as a PVP expense.

ARTICLE 20 - INSURANCE

A. Pursuant to Part II, General Provision No. 6, "Insurance- Liability to Third Persons", the Concessioner shall procure and thereafter maintain the following minimum insurance:

1. Worker's Compensation and Employer's Liability Insurance in compliance with applicable workers compensation and occupational disease statutes, including employer's liability, worker's compensation for occupational disease, and employer's liability for occupational disease. In jurisdictions where all occupational diseases are not compensable under applicable law, insurance for occupational diseases is required under the employer's liability section of the policy. A minimum limit of $1,000,000 per incident for employer's liability and occupational disease is required.

2. General comprehensive liability insurance which shall include bodily injury and property damage of at least $1,000,000 combined single limit per occurrence. The United States Government and Spaceport Florida Authority shall be named as an additional insured party under each general liability insurance policy.

3. Comprehensive motor vehicle liability insurance which shall include bodily injury and property damage covering all owned, non-owned, hired and government-furnished vehicles used in connection with this Agreement. Minimum limits of $3,000,000 combined single limit for bodily injury and property damage per occurrence.

B. The Concessioner shall procure and thereafter maintain from insurers acceptable to the Contracting Officer extended insurance coverage against damage to or destruction of Government real property and certain personal property provided hereunder, (i.e., the existing SUSA buildings with incidental equipment, fixtures, and furnishings, and any additional SUSA facilities, with incidental equipment, fixtures,

and furnishings constructed during the term of this Agreement) as a result of catastrophic perils such as but not limited to fire, flood, earthquake, windstorm, explosion, smoke, hail and riot, malicious damage and vandalism, in amounts equal to the full new replacement value, including new code requirements, at time of loss of said property.

C. The Concessioner shall procure and thereafter maintain, from insurers acceptable to the Contracting Officer, extended insurance coverage against damage to or destruction of Spaceport Florida Authority property used in support of the PVP (i.e., the Apollo/Saturn V Center and its incidental equipment, fixtures, and furnishings) as a result of catastrophic perils such as but not limited to fire, flood, earthquake, windstorm, explosion, smoke, hail, and riot, malicious damage and vandalism, in amounts equal to the full new replacement value, including new code requirements, at time of loss of said property. Such coverage shall be effective throughout the construction of the Apollo/Saturn V Center and thereafter. Until such time as all outstanding Spaceport Florida Authority debt used to finance the Apollo/Saturn V Center is retired, NASA, Spaceport Florida Authority, and SouthTrust Bank shall be named as additional insured parties, with loss payable first to SouthTrust Bank to the extent required by the Pledge Agreement between KSC and Spaceport Florida Authority.

D. To determine full new replacement value, including new code requirements, the Concessioner shall be responsible for having said property appraised by a professional Florida State Certified General appraiser, with a minimum of five years experience appraising similar type property. Each appraisal is subject to the Contracting Officer's concurrence. The Concessioner shall have the said property reappraised as required to adjust insurance coverage such that minimum coverage is maintained at a level sufficient to meet the requirements stated herein and provide for the continuance of the PVP in the event of any catastrophic loss from the above perils. Exceptions to this requirement for insurance may be made for individual buildings as approved by the Contracting Officer.

E. The Concessioner shall procure and thereafter maintain from insurers acceptable to the Contracting Officer extended insurance coverage against damage to or destruction of Government personal property provided hereunder, (e.g., maintenance equipment, audio-visual equipment, Exhibits, Unique Exhibits, NASA art, vehicles, etc.) as a result of catastrophic perils such as, but not limited to, fire, flood, earthquake, windstorm, explosion, smoke, hail and riot, malicious damage and vandalism, in amount sufficient to ensure continuation of the PVP in the event of any catastrophic loss from the above perils. The amount of such coverage shall be no less than $10 million (subject to modification after completion of an assessment of Government Personal Property acceptable to the Contracting Officer; such acceptance will not be unreasonably withheld) with such amount to be increased annually by such amount as may be required to insure additional Government Property acquired.

F. The Concessioner shall procure and thereafter maintain from an insurer, acceptable to the Contracting Officer, business interruption insurance which, as a minimum, covers the loss of up to $3 million in tour ticket surcharge revenues. Spaceport Florida Authority and SouthTrust Bank shall be named as insured partie with loss payable first to SouthTrust Bank.

G. It is mutually agreed that the proceeds resulting from any settlement with the insurer(s) for damage to or destruction of the above referenced property shall be deposited to an established SUSA account as directed by the Contracting Officer, or in the case of the Apollo/Saturn V Center, the Concessioner shall deposit such proceeds as directed by the Contracting Officer. It is further agreed that should the Concessioner have been succeeded by a successor at time of settlement, the proceeds of the settlement shall be deposited to an established SUSA account of the successor, as directed by the Contracting Officer, and that if there is no successor at time of settlement, the proceeds will be paid to the Government to be held in reserve for payment to an established SUSA account of any successor Concessioner, or at the option of the Contracting Officer, be paid to the Government for deposit to Miscellaneous Receipts of the U.S. Treasury.

H. The Concessioner shall present satisfactory evidence of required insurance to the Contracting Officer within 30 calendar days after receipt of a fully executed copy of this Agreement. The policies evidencing such insurance shall contain an endorsement to the effect that cancellation or material change in the policies adversely affecting the interests of the Government in such insurance for the period of the contract shall not be effective unless a 90-day written notice of cancellation or change is given to the Contracting Officer.

I. The Concessioner agrees to submit for the approval of the Contracting Officer evidence of all other insurance maintained by the Concessioner in connection with the performance of this Agreement for which the Concessioner seeks allowability as an expense hereunder.

J. The Government reserves the sole right to approve or reject the form, amount of coverage and related deductible, period of time, or Insurer for all coverage as the Contracting Officer may deem to be in the best interest of the PVP.

ARTICLE 21 - TRADENAME AND TRADEMARK RIGHTS

A. The Concessioner is authorized to use "Spaceport USA" as the official identification of the Public Visitor Program at Kennedy Space Center for advertising, publications, press releases, sales and general identification.

1. The Concessioner acknowledges that "Spaceport USA" is a tradename and trademark of NASA which may be used in connection with the services to be performed under this Agreement.

2. The Concessioner shall submit to the Contracting Officer a plan on how the tradename and trademark will be applied to the operation of the facilities, traffic signs, including its use in advertisements and on products , publications, souvenir articles and any other similar items. This plan shall be part of the Marketing Plan, as required in Section 2.3.3.1 of the Statement of Work. After approval by the Contracting Officer, the Concessioner shall implement the plan.

3. No association of the Concessioner's corporate logo or identity shall be made, or appear with, the Spaceport USA trademark, unless specifically authorized by the Contracting Officer.

4. NASA hereby grants to the Concessioner a nonexclusive, royalty-free license to use the tradename and trademark pursuant to the approved plan of paragraph 2 above. The Concessioner may sublicense third parties but only after approval from the Contracting Officer.

B. The below depicted insignia has been approved by NASA for use by the Concessioner.

KENNEDY SPACE CENTER
Spaceport USA℠

PMS 1795, RED

PMS 286, BLUE

ARTICLE 22 - RIGHTS IN DATA AND OTHER INTELLECTUAL PROPERTY

A. Except as otherwise approved in writing by the Contracting Officer, the Government shall have the right to use, duplicate, and disclose, in whole or in part, in any manner and for any purpose whatsoever, including public release, any or all data contained in reports, designs, drawings, scripts, or other documents generated or first produced in the performance of this Agreement. This right of the Government to use, duplicate or disclose does not extend to pre-existing trade secret, confidential, or proprietary information of the Concessioner, or its subcontractors, provided the Concessioner notifies, and obtains permission from, the Contracting Officer prior to incorporating said trade secret, confidential, or proprietary information into the data or other material, and marks the data with an appropriate restrictive marking, as directed by the Contracting Officer.

B. Except as otherwise approved in writing by the Contracting Officer, all Exhibits, audio visual material, computer software or other copyrightable material first produced, designed, or developed in the performance of this Agreement shall be copyrighted by Concessioner, and the copyright assigned to the National Aeronautics and Space Administration (NASA). Use of Concessioner, or other corporate logo types on Exhibits, audio visual material, or computer software requires prior approval of the Contracting Officer.

C. All facility, exhibit, and transportation projects first produced, designed or developed in the performance of this Agreement shall remain the property of the Government. However, Concessioner is encouraged to use state of the art technology and techniques in the general design and implementation of facility, exhibit, and transportation projects and other services and activities required by this Agreement. In fulfilling that objective, the Concessioner may determine it in the best interest of the PVP to use proprietary-equipment, products, programs, musical scores, or other forms of Intellectual Property in the design and implementation of facility, exhibit and transportation projects and other related activities. Concessioner may incorporate such items provided all appropriate rights are secured to use or display the resulting technology, and such rights convey to the Government or any successor in interest to the Concessioner.

ARTICLE 23 - REPORTING REQUIREMENTS

The Concessioner shall submit to the Government the plans, procedures, reports and data as specified in Appendix 1 to the Statement of Work and such other reports, documents, and information relating to any aspect of the Concessioner's activities as may be requested by the Contracting Officer.

ARTICLE 24 - KEY PERSONNEL

The personnel listed below are considered to be essential to the work being performed. Prior to diverting any of the specific individuals to other programs, the Concessioner shall notify the Contracting Officer reasonably in advance and shall submit justification (including proposed substitutions) in sufficient detail to permit evaluation of the impact on the program. No diversion shall be made by the Concessioner without the written consent of the Contracting Officer, provided that the Contracting Officer may ratify in writing such diversion and such ratification shall constitute the consent of the Contracting Officer required. The personnel listed below may, with the consent of the parties, be amended from time-to-time during the course of this Agreement to either add or delete personnel as appropriate.

NAME	POSITION
Rick Abramson	Project Director
Robert P. Kenniston	Tour and Guest Relations Director
Alan Huxtable	Retail Director
Arnoldo E. Prieto	Food and Beverage Director
Peter Crage	Controller
Darlene Koenig	Buildings and Maintenance Manager

ARTICLE 25 - TERMINATION

A. TERMINATION FOR DEFAULT

In case of any default, including continued unsatisfactory performance by the Concessioner under this Agreement, the Contracting Officer may terminate this Agreement by the following procedure:

1. The Contracting Officer shall give to the Concessioner written notice specifying the particulars of the alleged default or unsatisfactory performance.

2. Within 30 days after receipt by the Concessioner of such notice, the Contracting Officer shall grant to the Concessioner an opportunity to be heard upon the charges.

3. Following such opportunity to be heard, the Contracting Officer shall have power to determine whether there has been such a default or unsatisfactory performance.

4. If the Contracting Officer decides that there has been such a default or unsatisfactory performance, the Contracting Officer will give to the Concessioner written notice of such decision specifying the particulars thereof.

5. If the Concessioner fails or refuses to remedy such default or unsatisfactory performance within such reasonable period of time as may be fixed by the Contracting Officer, then the Contracting Officer may declare this Agreement terminated for default upon such date or upon such contingency as deemed proper to protect the public interest, provided that such termination of this Agreement shall not terminate any right by the Concessioner to (a) recover its unamortized Concessioner Capital Investment from a successor Concessioner and (b) have the successor Concessioner repay in full any remaining Development Loan Balance, both as provided in Article 5.C. However, the amount of any unamortized Concessioner Capital Investment and any remaining Development Loan Balance may be reduced, in the aggregate, by a reasonable and equitable amount for the following costs:

a. Administrative costs to the Government in obtaining a successor to operate and maintain SUSA and the PVP;

b. The costs to return all property used for the PVP to a state of good repair and maintenance, if necessitated by the unsatisfactory performance of the Concessioner.

6. Any dispute over what amount is reasonable and equitable for the above described reduction shall be considered a dispute concerning a question of fact within the meaning of Part II, General Provision 3, "Disputes".

B. TERMINATION FOR CONVENIENCE OF THE CONCESSIONER

1. If circumstances outside the control of both NASA and the Concessioner render operation under this Agreement unprofitable, NASA and the Concessioner shall each make all reasonable efforts to reduce expenses and/or increase revenues. If these efforts prove unavailing, and the Contracting Officer determines that a long-term loss position exists which cannot be reasonably expected to improve, the Concessioner may terminate this Agreement upon 180 days written notice to the Government.

2. This termination shall not be considered as resulting from any discretionary action of NASA.

C. SUCCESSOR RESPONSIBILITIES

1. If this Agreement is terminated for default or for the convenience of the Concessioner or the Government, the Government will make every reasonable effort to obtain a successor, and if successful, the provisions of Article 5.C of this Agreement relating to payment of any Development Loan Balance and any unamortized Concessioner Capital Investment will apply.

2. If a successor cannot be obtained, the PVP will be stopped and all SUSA operations covered by this Agreement will cease. In this event, the Government, by this Agreement, has no liability to continue the Concessioner Capital Investment Amortization payments, set forth in Article 5.C, from appropriated or other funds or to pay the Concessioner the unamortized balance of the Concessioner's Capital Investment from appropriated or other funds. However, if the PVP is ever reinitiated using SUSA facilities covered by this Agreement, any new operator will be considered a successor to the Concessioner, and will be required to pay any Development Loan Balance and any unamortized Concessioner Capital Investment to Concessioner pursuant to Article 5.C of this Agreement.

D. TERMINATION FOR CONVENIENCE OF THE GOVERNMENT

1. The Government may terminate this Agreement when such action has been determined to be in the best interest of the Government.

2. Any such termination shall be effected by written notice from the Contracting Officer, stating the termination of the Agreement and the date upon which such termination becomes effective.

E. NON-EXCLUSION OF OTHER RIGHTS AND REMEDIES

Those rights and remedies of the parties as stipulated in this Article are in addition to and not exclusive of such other rights and remedies as may be available through law or otherwise provided for in this Agreement.

F. RIGHTS AND OBLIGATIONS

Such rights and obligations of the Government and the Concessioner as are listed in Article 27, Expiration of the Agreement, shall apply in the event of termination pursuant to this Article and shall be so binding upon the parties as if the Agreement had expired.

ARTICLE 26 - CHANGE IN CONSUMER PRICE INDEX

A. "Change in the Consumer Price Index" means the annual change in the Consumer Price Index - All Urban, All Items (CPI) (1982 to 1984 = 100) for the entire United States published by the Bureau of Labor Statistics. The amounts identified in Articles 6, 8 and 18 will be revised annually based on the change in the Consumer Price Index computed in accordance with the formula described below.

B. For the purposes of this paragraph, the term "current price index" shall mean the CPI, published by the Bureau of Labor Statistics, for January of the current calendar year. The term "base price index" shall mean the CPI, published by the Bureau of Labor Statistics, for January 1995. Each amount identified in Articles 6, 8 and 18 will be revised effective May 1, 1996, and each subsequent May 1 during the term of this Agreement. These revised amounts will be computed by using the following formula:

$$R = A(C/B)$$

where:
R = Revised amount
A = Applicable amount set forth in Article 6, 8 or 18 for the base period May 1, 1995, through April 30, 1996
C = Current price index
B = Base price index

C. As soon as possible after the publication of the applicable January CPI, the Contracting Officer will compute the applicable revised amounts in accordance with the provisions of this Article and will notify the Concessioner of applicable revised amounts.

D. In the event the method of computing the CPI is revised, revisions to the base amounts set forth in Articles 6, 8 and 18 made after the effective date of the CPI revision shall be based upon the applicable revised index. However, if (1) there is such a substantial revision to the method of computing the CPI as to negate the original intent of parties, (2) the CPI is discontinued, or (3) the Contracting Officer determines that the CPI consistently and substantially fails to reflect market conditions, an appropriate index shall be substituted by mutual agreement of the parties. The Agreement shall be modified to reflect such substitute index effective on the date the prior index was substantially altered, discontinued, or began to consistently and substantially fail to reflect market conditions.

ARTICLE 27 - EXPIRATION OF THE AGREEMENT

A. CONTINUITY OF SERVICE

1. The Concessioner shall, as directed by the Contracting Officer, provide phase-in/phase-out services, including training of up to 15 employees of the successor in all aspects of the services covered by this Agreement, during 15 working days of the last 45 days of the term of this Agreement. These phase-in/ phase-out services shall be provided by qualified, experienced employees of the Concessioner.

2. After selection of a successor, the Concessioner and the successor shall prepare a mutually agreeable plan for phase-in/phase-out operations. This plan shall include a training program for the successor, and shall be submitted to the Contracting Officer for approval. Implementation of the approved plan, or any part thereof, will be in accordance with the Contracting Officer's direction.

3. The Concessioner agrees to cooperate fully with the successor in reaching mutually agreeable arrangements for transfer of operations including the transfer, as necessary, of subcontracts. In this regard, the Concessioner shall include in each such subcontract whose term will extend past the expiration date of this Agreement, a provision requiring the subcontractor's agreement of transfer of its subcontract to the successor.

B. RESTORATION OF PREMISES - TEMPORARY IMPROVEMENTS

The Concessioner may, subject to the written approval of the Contracting Officer, make temporary improvements to Government facilities used in the operation of the PVP. Upon expiration of this Agreement or a determination by the Contracting Officer that the temporary improvements are no longer necessary, the Concessioner

agrees to restore any affected premises to their original condition unless the Government agrees to some other disposition of the improvements such as transfer to a subsequent Concessioner or an unconditional donation to the Government by the Concessioner.

C. RIGHT OF FIRST REFUSAL - PURCHASE OF CONCESSIONER-OWNED PERSONAL PROPERTY

Upon expiration of the term of the Agreement, the Government has the right of first refusal for purchase of any or all of the personal property owned by the Concessioner at any prices offered to or set by the Concessioner for any or all of this property, provided, however, that in order to exercise such option, the Government must accept or reject the Concessioner's offer within 30 days of such offer being made by the Concessioner, and that such transaction must be consummated by the Government within 30 days of such an offer being accepted. The Concessioner's offer shall be made to the Government no later than 30 days after the expiration of the term of the Agreement.

D. POSSESSION

1. Upon expiration of this Agreement, the Concessioner will promptly settle its account with the Government and, subject to Article 12.F.2 promptly remove from the Kennedy Space Center all property not owned or purchased by the Government under paragraph C above, or otherwise disposed of in accordance with this paragraph. If the Concessioner fails to do so, the Government may cause such Concessioner-owned property to be removed and stored in a public warehouse at the Concessioner's expense.

2. If, at expiration of this Agreement, the Concessioner is indebted to the Government, the Contracting Officer may take possession of such property and dispose of same on behalf of the Concessioner in accordance with applicable laws and regulations, and satisfy out of the proceeds, the cost of the sale and the Concessioner's indebtedness; or the Contracting Officer may direct the Concessioner to appropriately dispose of its retail inventory to satisfy the Concessioner's indebtedness.

E. PHASE-OUT COSTS

1. Phase-out costs, such as severance pay, vacation pay, training of successor employees, sick pay and disability continuation, reserve for inventory write down, and reserve for uncollectable accounts shall be identified by the Concessioner in the final annual operating budget submitted to the Contracting Officer.

2. To the extent the Contracting Officer agrees budgeted phase-out costs are allowable and reasonable, and to the extent they are actually incurred, such costs shall be charged to expenses of the final year.

ARTICLE 28 - PENSION PORTABILITY

In order for pension costs attributable to employees assigned to this Agreement to be allowable costs under this Agreement, the plans covering such employees must:

1. Comply with all applicable Government laws and regulations;

2. Be a defined contribution plan, or a multiparty defined benefit plan operated under a collective bargaining agreement where the plan follows the employee, not the employer;

3. Provide for 100 percent employee vesting not later than the earliest of one year, Agreement completion or Agreement termination; and

4. Not be modified, terminated, or a new plan adopted without the prior written approval of the cognizant NASA Contracting Officer.

ARTICLE 29 - MEDICAL BENEFITS FOR INCUMBENT EMPLOYEES

The Concessioner shall provide health insurance to incumbent SUSA employees hired by the Concessioner, which includes coverage of pre-existing medical conditions that were covered under the health insurance provided by the incumbent Concessioner under NAS10-9675.

ARTICLE 30 - INDEMNIFICATION FOR PRE-EXISTING CONTAMINATION

The Government will indemnify the Concessioner from any and all responsibility for any pre-existing environmental contamination at SUSA.

ARTICLE 31 - ORDER OF PRECEDENCE

In the event of any inconsistency in this Agreement, the following order of precedence will apply:

1. Special Provisions (Part I)
2. General Provisions (Part II)
3. Statement of Work and Appendices (Part III)
4. Applicable documents listed in Article 14
5. Other documents referred to in this Agreement

ARTICLE 32 - CONTENTS OF THE AGREEMENT

The parties executing this instrument agree that this Agreement in its entirety consists of the following which are hereby incorporated and made a part hereof:

1. Cover Sheet
2. Signature Page
3. Table of Contents and Acronyms
4. Part I, Special Provisions, Articles 1 thru 32
5. Part II, General Provisions, Clauses 1 thru 23
6. Part III, Statement of Work, and Appendices 1 - 3
7. Part IV, Attachments 1 - 5

PART II

GENERAL PROVISIONS

PART II - GENERAL PROVISIONS

1. AUDIT BY THE NATIONAL AERONAUTICS AND SPACE ADMINISTRATION

A. General

The Contracting Officer, or authorized representative, shall have the audit and inspection rights described in paragraph B below.

B. Examination of Income and Costs

The Concessioner shall maintain, and the Contracting Officer or authorized representative shall have the right to examine and audit, books, records, documents, and other evidence and accounting and audit procedures and practices, sufficient to reflect properly all income, direct and indirect costs of whatever nature claimed to have been incurred and anticipated to be incurred for the performance of this Agreement. Such right of examination shall include inspection at all reasonable times of the Concessioner's operational locations, or such parts thereof, as may be engaged in the performance of this Agreement.

C. Cost or Pricing Data

If the Concessioner has been required to submit cost or pricing data in connection with pricing this Agreement or any modification to this Agreement, the Contracting Officer or authorized representatives who are employees of the Government, shall have the right to examine and audit all of the Concessioner's books, records, documents, and other data, regardless of form (e.g., machine readable media such as disk, tape) or type (e.g., data bases, applications software, data base management software, utilities), including computations and projections, related to proposing, negotiating, pricing, or performing the Agreement or modification, in order to evaluate the accuracy, completeness, and currency of the cost or pricing data. The right of examination shall extend to all documents necessary to permit adequate evaluation of the cost or pricing data submitted, along with the computations and projections used.

D. Availability

The materials described in B above shall be made available at the office of the Concessioner, at all reasonable times, for inspection, audit, or reproduction, until the expiration of three years from the close of the business year to which such records relate and for such longer period, if any, as is required by applicable statute, or by other clauses of this Agreement, or by 1 and 2 below:

1. If this Agreement is completely or partially terminated, the records relating to the work terminated shall be made available for a period of three years from the date of any resulting final settlement.

2. Records which relate to appeals under General Provision 3, "Disputes", or litigation or the settlement of claims arising out of the performance of this Agreement, shall be made available until such appeals, litigation, or claims have been disposed of.

The Concessioner shall insert a clause containing all the provisions of this clause, including this paragraph in each subcontract hereunder, that is not firm fixed-price or fixed-price with escalation, except altered as necessary for proper identification of the contracting parties and the Contracting Officer under this Agreement.

2. EXAMINATION OF RECORDS BY COMPTROLLER GENERAL

A. The Concessioner agrees that the Comptroller General of the United States or any of his duly authorized representatives shall, until the expiration of three years from the close of the business year to which such records relate, have access to and the right to examine any directly pertinent books, documents, papers and records of the Concessioner involving transactions related to this Agreement.

B. The Concessioner further agrees to include in all his subcontracts hereunder a provision to the effect that the subcontractor agrees that the Comptroller General of the United States or any of his duly authorized representatives shall, until the expiration of three years from the close of the business year to which such records relate, have access to and the right to examine any directly pertinent books, documents, papers, and records of such subcontractor, involving transactions related to the subcontract. The term "subcontract" as used in this clause excludes: (1) purchase orders not exceeding $25,000, and (2) subcontracts or purchase orders for public utility services at rates established for uniform applicability to the general public.

C. The periods of access and examination described in A and B above for records which relate to; (1) appeals under the "Disputes" clause of this Agreement; (2) litigation or the settlement of claims arising out of the performance of this Agreement; or (3) costs and expenses of this Agreement as to which exception has been taken by the Comptroller General or any of his duly authorized representatives, shall continue until such appeals, litigation, claims or exceptions have been disposed of.

3. DISPUTES

A. This Agreement is subject to the Contracts Disputes Act of 1978, as amended (41 U.S.C. 601-613).

B. Except as provided in the Act, all disputes arising under or related to this Agreement shall be resolved under this clause.

C. "Claim," as used in this clause, means a written demand or written assertion by one of the contracting parties seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of agreement terms, or other relief arising under or relating to this Agreement. A claim arising under an agreement, unlike a claim relating to that agreement, is a claim that can be resolved under an agreement clause that provides for the relief sought by the claimant.

However, a written demand or written assertion by the Concessioner seeking the payment of money exceeding $50,000 is not a claim under the Act until certified as required by subparagraph D.2 below. A voucher, invoice, or other routine request for payment that is not in dispute when submitted is not a claim under the Act. The submission may be converted to a claim under the Act, by complying with the submission and certification requirements of this clause, if it is disputed either as to liability or amount or is not acted upon in a reasonable time.

D. 1. A claim by the Concessioner shall be made in writing and submitted to the Contracting Officer for a written decision. A claim by the Government against the Concessioner shall be subject to a written decision by the Contracting Officer.

2. For Concessioner claims exceeding $50,000, the Concessioner shall submit with the claim a certification that:

a. The claim is made in good faith;

b. Supporting data are accurate and complete to the best of the Concessioner's knowledge and belief; and

c. The amount requested accurately reflects the Agreement adjustment for which the Concessioner believes the Government is liable.

3. a. If the Concessioner is an individual, the certification shall be executed by that individual.

b. If the Concessioner is not an individual, the certification shall be executed by:

(1) A senior company official in charge at the Concessioner's plant or location involved; or

(2) An officer or general partner of the Concessioner having overall responsibility for the conduct of the Concessioner's affairs.

E. For Concessioner claims of $50,000 or less, the Contracting Officer must, if requested in writing by the Concessioner, render a decision within 60 days of the request. For Concessioner certified claims over $50,000, the Contracting Officer must, within 60 days, decide the claim or notify the Concessioner of the date by which the decision will be made.

F. The Contracting Officer's decision shall be final unless the Concessioner appeals or files a suit as provided in the Act.

G. At the time a claim by the Concessioner is submitted to the Contracting Officer or a claim by the Government is presented to the Concessioner, the parties, by mutual consent, may agree to use alternative means of dispute resolution. When using alternative dispute resolution procedures, any claim, regardless of amount, shall be accompanied by the certification described in paragraph D.2 of this clause. and executed in accordance with paragraph D.3 of this clause.

H. The Government shall pay interest on the amount found due and unpaid from (1) the date the Contracting Officer receives the claim (properly certified if required), or (2) the date payment otherwise would be due, if that date is later, until the date of payment. Simple interest on claims shall be paid at the rate, fixed by the Secretary of the Treasury as provided in the Act, which is applicable to the period during which the Contracting Officer receives the claim and then at the rate applicable for each 6-month period as fixed by the Treasury Secretary during the tendency of the claim.

I. The Concessioner shall proceed diligently with performance of this Agreement, pending final resolution of any request for relief, claim, appeal, or action arising under the Agreement, and comply with any decision of the Contracting Officer.

4. CHANGES

The Contracting Officer may at any time, by a written order, and without notice to the sureties, if any, make changes, within the general scope of this Agreement, in work or services to be performed, or amount of Government-furnished Property. If any such changes cause an increase or decrease in the estimated cost of performance or a decrease in the revenues under this Agreement, or otherwise affects any provisions of this Agreement, the Agreement shall be modified in writing accordingly. Any claim by the Concessioner for adjustment under this clause must be asserted within sixty (60) days from the date of receipt by the Concessioner of the notification of change; provided, however, that the Contracting Officer, if he decides that the facts justify such action, may receive and act upon any such claim asserted at any time prior to final settlement under this Agreement. Failure to agree to any adjustment shall be a dispute concerning a question of fact within the meaning of General Provision 3, "Disputes". However, nothing in this clause shall excuse the Concessioner from proceeding with the Agreement as changed.

5. INTEREST

A. Notwithstanding any other provision of this Agreement, unless paid within 30 days, all amounts that become payable by the Concessioner to the Government under this Agreement (net of any applicable tax credit under the Internal Revenue Code (26 U.S.C. 1481)) shall bear simple interest from the date due until paid unless paid within 30 days becoming due. The interest rate shall be the interest rate in effect which has been established by the Secretary of the Treasury as provided in Section 12 of the Contracts Disputes Act of 1978 (Public Law 95-563), which is applicable to the period in which the amount becomes due, as provided in paragraph B of this clause, and then at the rate applicable for each six month period as fixed by the Secretary until the amount is paid as of the date the amount becomes due as herein provided.

B. Amounts shall be due at the earliest of the following dates:

1. The date fixed pursuant to this Agreement;

2. The date of the first written demand for payment consistent with this Agreement, including demand consequent upon default termination;

3. The date of transmittal by the Government to the Concessioner of a proposed supplemental agreement to confirm completed negotiations establishing the amount of debt.

6. INSURANCE - LIABILITY TO THIRD PERSONS

A. The Concessioner shall procure and thereafter maintain worker's compensation, employer's liability, comprehensive general liability (bodily injury) and comprehensive vehicular liability (bodily injury and property damage) insurance, with respect to performance under this Agreement, in such amounts as are stipulated elsewhere in this Agreement; provided, that the Concessioner may with the approval of and subject to the continuing approval of the Contracting Officer, maintain a self-insurance program; and provided further that with respect to worker's compensation the Concessioner is qualified pursuant to statutory authority. All insurance required pursuant to the provisions of this paragraph shall be in such form, in such amounts, and for such periods of time, as the Contracting Officer may from time to time require or approve, and with insurers approved by the Contracting Officer. The Concessioner will furnish the Government with certificates of insurance evidencing that such insurance is in effect and that not less than ninety days prior notice shall be given to the Government in the event of modification, cancellation, or nonrenewal of any such insurance coverage. All liability insurance contracts shall name the United States and Spaceport Florida Authority as additional insureds, with severability of interest clause, with respect to claims, demands, suits, judgments, cost charges and expenses arising out of or in connection with any loss, damage or injury resulting from the negligence or other fault of the Concessioner, its agents, servants, representatives and employees in the performance of this Agreement. Furthermore, it is understood and recognized by the Concessioner that defenses to such actions which are peculiar to the Government are not available to the Concessioner.

B. The Concessioner shall give the Contracting Officer immediate notice of any suit or action filed, or prompt notice of any claim made, against the Concessioner arising out of the performance of this Agreement when the risk is then uninsured or in which the amount claimed exceeds the amount of coverage. The Concessioner shall furnish immediately to the Contracting Officer copies of all pertinent papers received by the Concessioner.

7. INDEMNIFICATION OF THE GOVERNMENT AND SPACEPORT FLORIDA AUTHORITY (SFA)

The Concessioner shall indemnify, hold harmless, and defend the United States (SFA for the Apollo/Satum V Center), its agents, representatives, and employees from and against any and all claims, demands, actions, debts, liabilities, judgments, costs and attorney's fees, arising out of, claimed on account of, or in any manner predicated upon loss of or damage to the property of and injuries to or death of any and all persons whatsoever, in any manner caused or contributed to by the Concessioner, his agents, servants, or employees, in the performance hereunder, and to indemnify and hold harmless the United States (SFA for the Apollo/Satum V Center), its agents, representatives, and employees, from and on account of damages of any kind which the United States (SFA for the Apollo/Satum V Center), it agents, representatives and employees may suffer as the result of the acts of any of the Concessioner's agents, servants, or employees in the course of performance hereunder.

8. CONVICT LABOR

The Concessioner agrees not to employ any person undergoing sentence of imprisonment in performing this Agreement except as provided by 18 U.S.C. 4082(c)(2) and Executive Order 11755, December 29, 1973.

9. OFFICIALS NOT TO BENEFIT

No member of or delegate to Congress, or resident commissioner, shall be admitted to any share or part of this Agreement, or to any benefit that may arise therefrom; but this provision shall not be construed to extend to this Agreement if made with a corporation for its general benefit.

10. SAFETY AND HEALTH

A. The Concessioner shall take all reasonable safety and health measures in performing under this Agreement and shall, to the extent set forth in the Agreement, submit a Safety and Health Plan for the Contracting Officer's approval. The Concessioner shall comply with all Federal, State, and local laws applicable to safety and health in effect on the date of this Agreement and with the safety and health standards, specifications, reporting requirements, and provisions as set forth in this Agreement.

B. The Concessioner shall take or cause to be taken any other safety and health measures the Contracting Officer may reasonably direct. To the extent that the Concessioner may be entitled to an equitable adjustment for those measures under the terms and conditions of this Agreement, the equitable adjustment shall be determined pursuant to the procedures of the changes clause of this Agreement; provided, that no adjustment shall be made under this Safety and Health clause for any change for which an equitable adjustment is expressly provided under any other provision of the Agreement.

C. The Concessioner shall immediately notify and promptly report to the Contracting Officer, or authorized representative, any accident, incident, or exposure resulting in fatality, lost-time occupational injury, occupational disease, contamination of property beyond any stated acceptable limits set forth in the Agreement, or property loss of $25,000 or more arising out of work performed under this Agreement. The Concessioner is not required to include in any report an expression of opinion as to the fault or negligence of any employee. The Concessioner shall provide monthly reports specifying lost-time frequency rate, number of lost-time injuries, exposure, and accident/incident dollar losses as specified in the Agreement. The Concessioner shall investigate all work-related incidents or accidents to the extent necessary to determine their causes and furnish the Contracting Officer a report, in such form as the Contracting Officer may require, of the investigative findings and proposed or completed corrective actions.

D. 1. The Contracting Officer may notify the Concessioner in writing of any noncompliance with this clause and specify corrective actions to be taken. The Concessioner shall promptly take and report any necessary corrective action.

2. If the Concessioner fails or refuses to institute prompt corrective action in accordance with subparagraph 1. above, the Contracting Officer may invoke rights available to the Government under the terms and conditions of this Agreement or at common law, to remedy such failure or refusal to institute prompt corrective action.

E. The Concessioner (or subcontractor or supplier) shall insert the substance of this clause, including this paragraph and any applicable provisions of this Agreement, with appropriate changes of designations of the parties, in subcontracts of every tier that (1) amount to $1,000,000 or more (unless the Contracting Officer makes a written determination that this is not required), (2) require construction, repair, or alteration in excess of $25,000, or (3) regardless of dollar amount, involve the use of hazardous materials or operations.

F. Authorized Government representatives of the Contracting Officer shall have access to and the right to examine the sites or areas where work under this Agreement is being performed in order to determine the adequacy of the Concessioner's safety and health measures under this clause.

G. As a part of the Concessioner's Safety and Health Plan and to the extent required by the Agreement, the Concessioner shall furnish a list of all hazardous operations to be performed, including operations indicated in paragraphs A and B above, and a list of other major or key operations required or planned in the performance of the Agreement, even though not deemed hazardous by the Concessioner. NASA and the Concessioner shall jointly decide which operations are to be considered hazardous, with NASA as the final authority. Before hazardous operations commence, the Concessioner shall submit for NASA concurrence the following:

1. Written hazardous operating procedures for all hazardous operations;

2. Where required by NASA or law, employees shall be certified prior to commencement of hazardous operations.

11. NOTICE TO THE GOVERNMENT OF LABOR DISPUTES

A. Whenever the Concessioner has knowledge that any actual or potential labor dispute is delaying or threatens to delay the timely performance of this Agreement, the Concessioner shall immediately give notice thereof, including all relevant information with respect thereto, to the Contracting Officer.

B. The Concessioner agrees to insert the substance of this clause, including this paragraph, in any subcontract hereunder as to which a labor dispute may delay the timely performance of this Agreement; except that each such subcontract shall provide that in the event its timely performance is delayed or threatened by delay by any actual or potential labor dispute, the subcontractor shall immediately notify its next higher tier subcontractor, or the Concessioner, as the case may be, of all relevant information with respect to such dispute.

12. EQUAL OPPORTUNITY

A. During performance of this Agreement, the Concessioner agrees as follows:

1. The Concessioner shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, national origin, or handicap.

2. The Concessioner shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, age, national origin, or handicap. This shall include, but not be limited to, (a) employment, (b) upgrading, (c) demotion, (d) transfer, (e) recruitment or recruitment advertising, (f) layoff or termination, (g) rates of pay or other forms of compensation, and (h) selection for training, including apprenticeship.

3. The Concessioner shall post in conspicuous places available to employees and applicants for employment the notices to be provided by the Contracting Officer that explain this clause.

4. The Concessioner shall, in all solicitations or advertisements for employees placed by or on behalf of the Concessioner, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, age, national origin, or handicap.

5. The Concessioner shall send, to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, the notice to be provided by the Contracting Officer advising the labor union or workers' representative of the Concessioner's commitments under this clause, and post copies of the notice in conspicuous places available to employees and applicants for employment.

6. The Concessioner shall comply with Executive Order 11246, as amended, and the rules, regulations, and orders of the Secretary of Labor. The Concessioner shall comply with the Rehabilitation Act of 1973, as amended.

7. The Concessioner shall furnish to the contracting agency all information required by Executive Order 11246, as amended, and by the rules, regulations, and orders of the Secretary of Labor. Standard Form 100 (EEO-1), or any successor form, is the prescribed form to be filed within 30 days following the award, unless filed within 12 months preceding the date of award.

8. The Concessioner shall permit access to its books, records, and accounts by the contracting agency or the Office of Federal Contract Compliance Programs (OFCCP) for the purposes of investigation to ascertain the Concessioner's compliance with the applicable rules, regulations, and orders.

9. If the OFCCP determines that the Concessioner is not in compliance with this clause or any rule, regulation, or order of the Secretary of Labor, this Agreement may be canceled, terminated, or suspended in whole or in part and the Concessioner may be declared ineligible for further Government contracts, under the procedures authorized in Executive Order 11246, as amended. In addition, sanctions may be imposed and remedies invoked against the Concessioner as provided in Executive Order 11246, as amended, the rules, regulations, and orders of the Secretary of Labor, or as otherwise provided by law.

10. The Concessioner shall include the terms and conditions of subparagraph A.1 through 11 of this clause in every subcontract or purchase order that is not exempted by the rules, regulations, or orders of the Secretary of Labor issued under Executive Order 11246, as amended, so that these terms and conditions will be binding upon each subcontractor or vendor.

11. The Concessioner shall take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing these terms and conditions, including sanctions for noncompliance; provided, that if the Concessioner becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of any direction, the Concessioner may request the United States to enter into the litigation to protect the interests of the United States.

B. Notwithstanding any other clause in this Agreement, disputes relative to this clause will be governed by the procedures in 41 CFR 60-1.1.

13. AFFIRMATIVE ACTION FOR VETERANS UNDER THE READJUSTMENT ACT OR DISABLED OR VIETNAM ERA VETERANS

A. Definitions

"Appropriate office of the State employment service system," as used in this clause, means the local office of the Federal-State National System of public employment offices assigned to serve the area where the employment opening is to be filled, including the District of Columbia, Guam, Puerto Rico, Virgin Islands, American Samoa, and the Trust Territory of the Pacific Islands.

"Openings that the Concessioner proposes to fill from within its own organization," as used in this clause, means employment openings for which no one outside the Concessioner's organization (including any affiliates, subsidiaries, and the parent companies) will be considered and includes any openings that the Concessioner proposes to fill from regularly established "recall" lists.

"Openings that the Concessioner proposes to fill under a customary and traditional employer-union hiring arrangement," as used in this clause, means employment openings that the Concessioner proposes to fill from union halls, under their customary and traditional employer-union hiring relationship.

"Suitable employment openings," as used in this clause:

1. Includes, but is not limited to, openings that occur in jobs categorized as:

   a. Production and nonproduction
   b. Plant and office
   c. Laborers and mechanics
   d. Supervisory and nonsupervisory
   e. Technical
   f. Executive, administrative, and professional positions compensated on a salary basis of less than $25,000 a year, and

2. Includes full-time employment, temporary employment of over 3 days, and part-time employment, but not openings that the Concessioner proposes to fill from within its own organization or under a customary and traditional employer-union hiring arrangement, nor openings in an educational institution that are restricted to students of that institution.

B. General

1. Regarding any position for which the employee or applicant for employment is qualified, the Concessioner shall not discriminate against the individual because the individual is a veteran under the Readjustment Act or Disabled or a Vietnam Era Veteran. The Concessioner agrees to take affirmative

action to employ, advance in employment, and otherwise treat qualified veterans under the Readjustment Act or Disabled or Vietnam Era Veterans without discrimination based upon their disability or veterans' status in all employment practices such as:

a. Employment
b. Upgrading
c. Demotion or transfer
d. Recruitment
e. Advertising
f. Layoff or termination
g. Rates of pay or other forms of compensation
h. Selection for training, including apprenticeship

2. The Concessioner agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor (Secretary) issued under the Vietnam Era Veterans' Readjustment Assistance Act of 1972 (the Act), as amended.

C. Listing Openings

1. The Concessioner agrees to list all suitable employment openings existing at Agreement award or occurring during the performance of this Agreement, at an appropriate office of the State employment service system in the locality where the opening occurs. These openings include those occurring at any Concessioner facility, including one not connected with performing this Agreement. An independent corporate affiliate is exempt from this requirement.

2. State and local government agencies holding Federal contracts of $10,000 or more shall also list all their suitable openings with the appropriate office of the State employment service.

3. The listing of suitable employment openings with the State employment service system is required at least concurrently with using any other recruitment source or effort and involves the obligations of placing a bona fide job order, including accepting referrals of veterans and nonveterans. This listing does not require hiring any particular group of job applicants and is not intended to relieve the Concessioner from any requirements of Executive orders or regulations concerning nondiscrimination in employment.

4. Whenever the Concessioner becomes bound to the listing terms of this clause, it shall advise the State employment service system, in each State where it has establishments, of the name and location of each hiring location in the State. As long as the Concessioner is bound to these terms and has so advised the State system, it need not advise the State system of subsequent contracts. The Concessioner may advise the State system when it is no longer bound by this clause.

5. Under the most compelling circumstances, an employment opening may not be suitable for listing, including situations when (a) the Government's needs cannot reasonably be supplied, (b) listing would be contrary to national security, or (c) the requirement of listing would not be in the Government's interest.

D. Applicability

1. This clause does not apply to the listing of employment openings which occur and are filled outside the 50 states, the District of Columbia, Puerto Rico, Guam, Virgin Islands, American Samoa, and the Trust Territory of the Pacific Islands.

2. The terms of paragraph C above of this clause do not apply to openings that the Concessioner proposes to fill from within its own organization or under a customary and traditional employer-union hiring arrangement. This exclusion does not apply to a particular opening once an employer decides to consider applicants outside of its own organization or employer-union arrangement for that opening.

E. Postings

1. The Concessioner agrees to post employment notices stating (a) the Concessioner's obligation under the law to take affirmative action to employ and advance in employment qualified veterans under the Readjustment Act or Disabled or Vietnam Era Veteran, and (b) the rights of applicants and employees.

2. These notices shall be posted in conspicuous places that are available to employees and applicants for employment. They shall be in a form prescribed by the Director, Office of Federal Contract Compliance Programs, Department of Labor (Director), and provided by or through the Contracting Officer.

3. The Concessioner shall notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Concessioner is bound by the terms of the Act, and is committed to take affirmative action to employ, and advance in employment, qualified veterans under the Readjustment Act or Disabled or Vietnam Era Veterans.

F. Noncompliance

If the Concessioner does not comply with the requirements of this clause, appropriate actions may be taken under the rules, regulations, and relevant orders of the Secretary issued pursuant to the Act.

G. Subcontracts

The Concessioner shall include the terms of this clause in every subcontract or purchase order of $10,000 or more unless exempted by rules, regulations, or orders of the Secretary. The Concessioner shall act as specified by the Director to enforce the terms, including action for noncompliance.

14. UTILIZATION OF WOMEN-OWNED SMALL BUSINESSES

A. "Women-owned small businesses," as used in this clause, means small business concerns that are at least 51 percent owned by women who are United States citizens and who also control and operate the business.

"Control," as used in this clause, means exercising the power to make policy decisions.

"Operate," as used in this clause, means being actively involved in the day-to-day management of the business.

"Small business concern," as used in this clause, means a concern including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria and size standards in 13 CFR 121.

B. It is the policy of the United States that women-owned small businesses shall have the maximum practicable opportunity to participate in performing contracts awarded by a Federal agency.

C. The Concessioner agrees to use its best efforts to give women-owned small businesses the maximum practicable opportunity to participate in the subcontracts it awards to the fullest extent consistent with the efficient performance of this Agreement.

D. The Concessioner may rely on written representations by its subcontractors regarding their status as women-owned businesses.

15. UTILIZATION OF SMALL BUSINESS CONCERNS AND SMALL DISADVANTAGED BUSINESS CONCERNS

A. It is the policy of the United States that small business concerns and small business concerns owned and controlled by socially and economically disadvantaged individuals shall have the maximum practicable opportunity to participate in performing contracts let by any Federal agency, including contracts and subcontracts for subsystems, assemblies, components, and related services for major systems. It is further the policy of the United States that its prime contractors establish procedures to ensure the timely payment of amounts due pursuant to the terms of their subcontracts with small business concerns and small business concerns owned and controlled by socially and economically disadvantaged individuals.

B. The Concessioner hereby agrees to carry out this policy in the awarding of subcontracts to the fullest extent consistent with efficient performance of this Agreement. The Concessioner further agrees to cooperate in any studies or surveys as may be conducted by the United States Small Business Administration or the awarding agency of the United States as may be necessary to determine the extent of the Concessioner's compliance with this clause.

C. As used in this Agreement, the term "small business concern" shall mean a small business as defined pursuant to section 3 of the Small Business Act and relevant regulations promulgated pursuant thereto. The term "small business concern owned and controlled by socially and economically disadvantaged individuals" shall mean a small business concern (1) which is at least 51 percent unconditionally owned by one or more socially and economically disadvantaged individuals; or, in the case of any publicly owned business, at least 51 percent of the stock of which is unconditionally owned by one or more socially and economically disadvantaged individuals; and (2) whose management and daily business operations are controlled by one or more of such individuals. This term also means a small business concern that is at least 51 percent unconditionally owned by an economically disadvantaged Indian tribe or Native Hawaiian Organization, or a publicly owned by one of these entities which has its management and daily business controlled by members of an economically disadvantaged Indian tribe or Native Hawaiian Organization, and which meets the requirements of 13 CFR 124. The Concessioner shall presume that socially and economically disadvantaged individuals include Black Americans, Hispanic Americans, Native Americans, Asian-Pacific Americans, Subcontinent Asian Americans, and other minorities, or any other individual found to be disadvantaged by the Administration pursuant to section 8(a) of the Small Business Act. The Concessioner shall presume that socially and economically disadvantaged entities also include Indian Tribes and Native Hawaiian Organizations.

D. The Concessioner acting in good faith may rely on written representations by its subcontractors regarding their status as either a small business concern or a small business concern owned and controlled by socially and economically disadvantaged individuals.

16. UTILIZATION OF LABOR SURPLUS AREA CONCERNS

A. Policy

It is the policy of the Government to award contracts to concerns that agree to perform substantially in labor surplus areas (LSAs) when this can be done consistent with the efficient performance of the contract and at prices no higher than are obtainable elsewhere. The Concessioner agrees to use its best efforts to place subcontracts in accordance with this policy.

B. Order of Preference.

In complying with paragraph A above and with paragraph C of the clause of this Agreement entitled "Utilization of Small Business Concerns and Small Disadvantaged Business Concerns," the Concessioner shall observe the following order of preference in awarding subcontracts: (1) small business concerns that are LSA concerns, (2) other small business concerns, and (3) other LSA concerns.

C. **Definitions**

"Labor surplus area," as used in this clause, means a geographical area identified by the Department of Labor in accordance with 20 CFR 654, Subpart A, as an area of concentrated unemployment or underemployment or an area of labor surplus.

"Labor surplus area concern," as used in this clause, means a concern that together with its first-tier subcontractors will perform substantially in labor surplus areas. Performance is substantially in labor surplus areas if the costs incurred under the Agreement on account of manufacturing, production, or performance of appropriate services in labor surplus areas exceed 50 percent of the Agreement price.

17. HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA

A. "Hazardous Material", as used in this clause, includes any material defined as hazardous under the latest version of Federal Standard No. 313 (including revisions adopted during the term of this Agreement).

B. The offeror must list any hazardous material, as defined in paragraph A of this clause, to be delivered under this Agreement. The hazardous material shall be properly identified and include any applicable identification number, such as National Stock Number or Special Item Number. This information shall also be included on the Material Safety Data Sheet submitted under this Agreement.

Material (If none, insert "NONE")	Identification No.

C. The apparently successful offeror, by acceptance of the Agreement, certifies that the list in paragraph B of this clause is complete. This list must be updated during performance of the Agreement whenever the Concessioner determines that any other material to be delivered under this Agreement is hazardous.

D. The apparently successful offeror agrees to submit, for each item as required prior to award, a Material Safety Data Sheet, meeting the requirements of 29 CFR 1910.1200(g) and the latest version of Federal Standard No. 313, for all hazardous material identified in paragraph B of this clause. Data shall be submitted in accordance with Federal Standard No. 313, whether or not the apparently successful offeror is the actual manufacturer of these items. Failure to submit the Material Safety Data Sheet prior to award may result in the apparently successful offeror being considered nonresponsible and ineligible for award.

E. If, after award, there is a change in the composition of the item(s) or a revision to Federal Standard No. 313, which renders incomplete or inaccurate the data submitted under paragraph D of this clause or the certification submitted under paragraph C of this clause, the Concessioner shall promptly notify the Contracting Officer and resubmit the data.

F. Neither the requirements of this clause nor any act or failure to act by the Government shall relieve the Concessioner of any responsibility or liability for the safety of Government, Concessioner, or subcontractor personnel or property.

G. Nothing contained in this clause shall relieve the Concessioner from complying with applicable Federal, State, and local laws, codes, ordinances, and regulations (including the obtaining of licenses and permits) in connection with hazardous material.

H. The Government's rights in data furnished under this Agreement with respect to hazardous material are as follows:

1. To use, duplicate and disclose any data to which this clause is applicable. The purposes of this right are to:

a. Apprise personnel of the hazards to which they may be exposed in using, handling, packaging, transporting, or disposing of hazardous materials;

b. Obtain medical treatment for those affected by the material; and

c. Have others use, duplicate, and disclose the data for the Government for these purposes.

2. To use, duplicate, and disclose data furnished under this clause, in accordance with subparagraph H.1 of this clause, in precedence over any other clause of this Agreement providing for rights in data.

3. The Government is not precluded from using similar or identical data acquired from other sources.

18. CLEAN AIR AND WATER

A. **Definitions.** As used in this clause

1. "Air Act," means the Clean Air Act (42 U.S.C. 7401 et seq.).

2. "Clean air standards," means:

a. Any enforceable rules, regulations, guidelines, standards, limitations, orders, controls, prohibitions, work practices, or other requirements contained in, issued under, or otherwise adopted under the Air Act or Executive Order 11738;

b. An applicable implementation plan as described in section 110(d) of the Air Act (42 U.S.C. 7410(d));

c. An approved implementation procedure or plan under section 111(c) or section 111(d) of the Air Act (42 U.S.C. 7411(c) or (d)); or

d. An approved implementation procedure under section 112(d) of the Air Act (42 U.S.C. 7412(d)).

3. "Clean water standards," means any enforceable limitation, control, condition, prohibition, standard, or other requirement promulgated under the Water Act or contained in a permit issued to a discharger by the Environmental Protection Agency or by a State under an approved program, as authorized by section 402 of the Water Act (33 U.S.C. 1342), or by local government to ensure compliance with pretreatment regulations as required by section 307 of the Water Act (33 U.S.C. 1317).

4. "Compliance," means compliance with:

a. Clean air or water standards; or

b. A schedule or plan ordered or approved by a court of competent jurisdiction, the Environmental Protection Agency, or an air or water pollution control agency under the requirements of the Air Act or Water Act and related regulations.

5. "Facility," means any building, plant, installation, structure, mine, vessel or other floating craft, location, or site of operations, owned, leased or supervised by a Contractor or subcontractor, used in the performance of a contract or subcontract. When a location or site of operations includes more than one building, plant, installation, or structure, the entire location or site shall be deemed a facility except when the Administrator, or a designee, of the Environmental Protection Agency, determines that independent facilities are collocated in one geographical area.

6. "Water Act," means Clean Water Act (33 U.S.C. 1251 et seq.).

B. The Concessioner agrees:

1. To comply with all the requirements of section 114 of the Clean Air Act (42 U.S.C. 7414) and section 308 of the Clean Water Act (33 U.S.C. 1318) relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in section 114 and section 308 of the Air Act and the Water Act, and all regulations and guidelines issued to implement those acts before the award of this Agreement;

2. That no portion of the work required by this Agreement will be performed in a facility listed on the Environmental Protection Agency List of Violating Facilities on the date when the Agreement was awarded unless and until the EPA eliminates the name of the facility from the listing;

3. To use best efforts to comply with clean air standards and clean water standards at the facility in which the Agreement is being performed; and

4. To insert the substance of this clause into any nonexempt subcontract, including this subparagraph.

19. CONTRACT WORK HOURS AND SAFETY STANDARD ACT–OVERTIME COMPENSATION

A. Overtime Requirements

Neither the Concessioner or subcontractor contracting for any part of the work under this Agreement which may require or involve the employment of laborers or mechanics (see Federal Acquisition Regulation (FAR) 22.300) shall require or permit any such laborers or mechanics in any workweek in which the individual is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than 1 1/2 times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.

B. Violation; Liability for Unpaid Wages; Liquidated Damages

In the event of any violation of the provisions set forth in paragraph A of this clause, the Concessioner and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Concessioner and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic employed in violation of the provisions set forth in paragraph A of this clause in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of overtime wages required by provisions set forth in paragraph A of this clause.

C. Withholding for Unpaid Wages and Liquidated Damages

The Contracting Officer shall upon his or her own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any monies payable on account of work performed by the Concessioner or subcontractor under any such contract or any other Federal contract with the same Concessioner, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act which is held by the same Concessioner, such sums as may be determined to be necessary to satisfy any liabilities of such Concessioner or subcontractor for unpaid wages and liquidated damages as provided in the provisions set forth in paragraph B of this clause.

D. Payrolls and Basic Records

1. The Concessioner or subcontractor shall maintain payrolls and basic payroll records during the course of this Agreement and shall preserve them for a period of 3 years from the completion of the Agreement for all laborers and mechanics working on the Agreement. Such records shall contain the name and

address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Nothing in this paragraph shall require the duplication of records required to be maintained for construction work by Department of Labor regulations at 29 CFR 5.5(a)(3) implementing the Davis-Bacon Act.

2. The records to be maintained under paragraph D.1 of this clause shall be made available by the Concessioner or subcontractor for inspection, copying, or transcription by authorized representatives of the Contracting Officer or the Department of Labor. The Concessioner or subcontractor shall permit such representatives to interview employees during working hours on the job.

E. **Subcontracts**

The Concessioner or subcontractor shall insert in any subcontracts the provisions set forth in paragraphs A through E of this clause and also a clause requiring the subcontractors to include these provisions in any lower tier subcontracts. The Concessioner shall be responsible for compliance by any subcontractor or lower tier subcontractor with the provisions set forth in paragraphs A through E of this clause.

20. GRATUITIES

A. The right of the Concessioner to proceed may be terminated by written notice if, after notice and hearing, the agency head or a designee determines that the Concessioner, its agent, or another representative:

1. Offered or gave a gratuity (e.g., an entertainment or gift) to an officer, official, or employee of the Government; and

2. Intended, by the gratuity, to obtain a contract or favorable treatment under a contract.

B. The facts supporting this determination may be reviewed by any court having lawful jurisdiction.

C. If this Agreement is terminated under paragraph A above, the Government is entitled to pursue the same remedies as in a breach of the Agreement.

D. The rights and remedies of the Government provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

21. DRUG-FREE WORKPLACE

A. **Definitions.** As used in this clause,

1. "Controlled substance" means a controlled substance in schedules I through V of section 202 of the Controlled Substances Act (21 U.S.C. 812) and as further defined in regulation at 21 CFR 1308.11- 1308.15.

2. "Conviction" means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes.

3. "Criminal drug statute" means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, possession or use of any controlled substance.

4. "Drug-free workplace" means the site(s) for the performance of work done by the Concessioner in connection with this Agreement at which employees of the Concessioner are prohibited from engaging in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance.

5. "Employee" means an employee of a Concessioner directly engaged in the performance of work under this Agreement.

Directly engaged is defined to include all direct cost employees and any other Concessioner employee who has other than a minimal impact or involvement in performance of this Agreement.

6. "Individual" means an offeror that has no more than one employee including the offeror.

B. The Concessioner, if other than an individual, shall within 30 calendar days after award (unless a longer period is agreed to in writing):

1. Publish a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Concessioner's workplace and specifying the actions that will be taken against employees for violations such prohibition;

2. Establish an on-going drug-free awareness program to inform such employees about:

a. The dangers of drug abuse in the workplace;

b. The Concessioner's policy of maintaining a drug-free workplace;

c. Any available drug counseling, rehabilitation, and employee assistance programs; and

d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

3. Provide all employees engaged in performance of this Agreement with a copy of the statement required by subparagraph B.1 of this clause;

4. Notify such employees in writing in the statement required by subparagraph B.1 of this clause that, as a condition of continued employment under this Agreement, the employee will:

a. Abide by the terms of the statement; and

b. Notify the employer in writing of the employee's conviction under a criminal drug statute for a violation occurring in the workplace no later than five calendar days after such conviction.

5. Notify the Contracting Officer in writing within ten (10) days after receiving notice under subdivision B.4.b of this clause, from an employee or otherwise receiving actual notice of such conviction. The notice shall include the position title of the employee;

6. Within 30 calendar days after receiving notice under subdivision B.4.b of this clause of a conviction, take one of the following actions with respect to any employee who is convicted of drug abuse violation occurring in the workplace:

a. Taking appropriate personnel action against such employee, up to and including termination; or

b. Require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency.

7. Make a good faith effort to maintain a drug-free workplace through implementation of subparagraphs B.1 through B.6 of this clause.

C. The Concessioner, if an individual, agrees by award of this Agreement or acceptance of a purchase order, not to engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in the performance of this Agreement.

D. In addition to other remedies available to the Government, the Concessioner's failure to comply with the requirements of paragraphs B and C of this clause may, pursuant to FAR 23.506, render the Concessioner subject to termination of the Agreement for default, and suspension or debarment.

22. ANTI-KICKBACK PROCEDURES

A. **Definitions.** As used in this clause,

1. "Kickback," means any money, fee, commission, credit, gift, gratuity, thing of value, or compensation of any kind which is provided, directly or indirectly, to the Concessioner, Concessioner employee, subcontractor, or subcontractor employee for the purpose of improperly obtaining or rewarding favorable treatment in connection with a prime contract or in connection with a subcontract relating to a prime contract.

2. "Person," means a corporation, partnership, business association of any kind, trust, joint-stock company, or individual.

3. "Prime Contract," means an agreement or contractual action entered into by the United States for the purpose of obtaining supplies, materials, equipment, or services of any kind.

4. "Concessioner," means a person who has entered into a prime contract or concession agreement with the United States.

5. "Concessioner employee," means any officer, partner, employee, or agent of the Concessioner.

6. "Subcontract," means a contract or contractual action entered into by a Concessioner or subcontractor for the purpose of obtaining supplies, materials, equipment, or services of any kind under a prime contract.

7. "Subcontractor," (a) means any person, other than the Concessioner, who offers to furnish or furnishes any supplies, materials, equipment, or services of any kind under a prime contract or subcontract entered into in connection with such prime contract, and (b) includes any person who offers to furnish or furnishes general supplies to the Concessioner or a higher tier subcontractor.

8. "Subcontractor employee," means any officer, partner, employee, or agent of a subcontractor.

B. The Anti-Kickback Act of 1986 (41 U.S.C. 51-58) (the Act), prohibits any person from:

1. Providing or attempting to provide or offering to provide any kickback;

2. Soliciting, accepting, or attempting to accept any kickback; or

3. Including, directly or indirectly, the amount of any kickback charged by the Concessioner as an expense under this Agreement or in the contract price charged by a subcontractor to the Concessioner or higher tier subcontractor.

C. 1. The Concessioner shall have in place and follow reasonable procedures designed to prevent and detect possible violations described in paragraph B of this clause in its own operations and direct business relationships.

2. When the Concessioner has reasonable grounds to believe that a violation described in paragraph B of this clause may have occurred, the Concessioner shall promptly report in writing the possible violation. Such reports shall be made to the inspector general of the contracting agency, the head of the contracting agency if the agency does not have an inspector general, or the Department of Justice.

3. The Concessioner shall cooperate fully with any Federal agency investigating a possible violation described in paragraph B of this clause.

4. The Contracting Officer may (a) offset the amount of the kickback against any monies owed by the United States under this Agreement and/or (b) direct that the Concessioner withhold from sums owed a subcontractor under this Agreement, the amount of the kickback. The Contracting Officer may order that monies withheld under subdivision C.4.(b) of this clause be paid over to the Government unless the Government has already offset those monies under subdivision C.4.(a) of this clause. In either case, the Concessioner shall notify the Contracting Officer when the monies are withheld.

5. The Concessioner agrees to incorporate the substance of this clause including subparagraph C.5 but excepting subparagraph C.1, in all subcontracts under this agreement.

23. SERVICE CONTRACT ACT OF 1965, AS AMENDED

(a) This contract is subject to the Service Contract Act of 1965, as amended (41 U.S.C. 351 *et seq.*) and is subject to the following provisions and to all other applicable provisions of the Act and regulations of the Secretary of Labor issued thereunder (29 CFR part 4).

(b) (1) Each service employee employed in the performance of this contract by the contractor or any subcontractor shall be paid not less than the minimum monetary wages and shall be furnished fringe benefits in accordance with the wages and fringe benefits determined by the Secretary of Labor or authorized representative, as specified in any wage determination attached to this contract.

(2) (i) If there is such a wage determination attached to this contract, the Contracting Officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classification listed in the wage determination. Such conformed class of employees shall be paid the monetary wages and furnished the fringe benefits as are determined pursuant to the procedures in this section.

(ii) Such conforming procedure shall be initiated by the contractor prior to the performance of contract work by such unlisted class of employee. A written report of the proposed conforming action, including information regarding the agreement or disagreement of the authorized representative, the employees involved or, where there is no authorized representative, the employees themselves, shall be submitted by the contractor to the contracting officer no later than 30 days after such unlisted class of employees performs any contract work.

The Contracting Officer shall review the proposed action and promptly submit a report of the action, together with the agency's recommendation and all pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. The Wage and Hour Division will approve,

modify, or disapprove the action or render a final determination in the event of disagreement within 30 days of receipt or will notify the Contracting Officer within 30 days of receipt that additional time is necessary.

(iii) The final determination of the conformation action by the Wage and Hour Division shall be transmitted to the Contracting Officer who shall promptly notify the contractor of the action taken. Each affected employee shall be furnished by the contractor with a written copy of such determination or it shall be posted as a part of the wage determination.

(iv) (A) The process of establishing wage and fringe benefit rates that bear a reasonable relationship to those listed in a wage determination cannot be reduced to any single formula. The approach used may vary from wage determination to wage determination depending on the circumstances. Standard wage and salary administration practices which rank various job classifications by pay grade pursuant to point schemes or other job factors may for example, be relied upon. Guidance may also be obtained from the way different jobs are rated under Federal pay systems (Federal Wage Board Pay System and the General Schedule) or from other wage determinations issued in the same locality. Basic to the establishment of any conformable wage rate(s) is the concept that a pay relationship should be maintained between job classifications based on the skill required and the duties performed.

(B) In the case of a contract modification, an exercise of an option or extension of an existing contract, or in any other case where a contractor succeeds a contract under which the classification in question was previously conformed pursuant to this section, a new conformed wage rate and fringe benefits may be assigned to such conformed classification by indexing (i.e., adjusting) the previous conformed rate and fringe benefits by an amount equal to the average (mean) percentage increase (or decrease, where appropriate) between the wages and fringe benefits specified for all classifications to be used on the contract which are listed in the current wage determination, and those specified for the corresponding classification in the previously applicable wage determination. Where conforming actions are accomplished in accordance with this paragraph prior to the performance of contract work by the unlisted class of employees, the contractor shall advise the Contracting Officer of the action taken but the other procedures in paragraph (b)(2)(ii) of this section need not be followed.

(C) No employee engaged in performing work on this contract shall in any event be paid less than the currently applicable minimum wage specified under section 6(a)(1) of the Fair Labor Standards Act of 1938, as amended.

(v) The wage rate and fringe benefits finally determined pursuant to paragraphs (b)(2)(i) and (ii) of this section shall be paid to all employees performing in the classification from the first day on which contract work is performed by them in the classification. Failure to pay such unlisted employees the compensation agreed upon by the interested parties and/or finally determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract.

(vi) Upon discovery of failure to comply with paragraphs (b)(2)(i) through (v) of this section, the Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits which shall be retroactive to the date such class of employees commenced contract work.

(3) If, as authorized pursuant to section 4(d) of the Service Contract Act of 1965 as amended, the term of this contract is more than 1 year, the minimum monetary wages and fringe benefits required to be paid or furnished thereunder to service employees shall be subject to adjustment after 1 year and not less often than once every 2 years, pursuant to wage determinations to be issued by the Wage and Hour Division, Employment Standards Administration of the Department of Labor as provided in such Act.

(c) The contractor or subcontractor may discharge the obligation to furnish fringe benefits specified in the attachment or determined conformably thereto by furnishing any equivalent combinations of bona fide fringe benefits, or by making equivalent or differential payments in cash in accordance with the applicable rules set forth in subpart D of 29 CFR part 4, and not otherwise.

(d) (1) In the absence of a minimum wage attachment for this contract, neither the contractor nor any subcontractor under this contract shall pay any person performing work under the contract (regardless of whether they are service employees) less than the minimum wage specified by section 6(a)(1) of the Fair Labor Standards Act of 1938. Nothing in this provision shall relieve the contractor or any subcontractor of any other obligation under law or contract for the payment of a higher wage to any employee.

(2) If this contract succeeds a contract subject to the Service Contract Act of 1965 as amended under which substantially the same services were furnished in the same locality and service employees were paid wages and fringe benefits provided for a collective bargaining agreement, in the absence of the minimum wage attachment for this contract setting forth such collectively bargained wage rates and fringe benefits, neither the contractor nor any subcontractor under this contract shall pay any service employee performing any of the contract work (regardless of whether or not such employee was employed under the predecessor contract), less than the wages and fringe benefits provided for in such collective bargaining agreements, to which such employee would have been entitled if employed under the predecessor contract, including accrued wages and fringe benefits and any prospective increases in wages and fringe benefits provided for under such agreement. No contractor or subcontractor under this contract may be relieved of the foregoing obligation unless the limitations of Sec. 4.1b(b) of 29 CFR part 4 apply or unless the Secretary of Labor or his authorized representative finds, after a hearing as provided in Sec. 4.10 or 29 CFR part 4 that the wages and/or fringe benefits provided for in such agreement are substantially at variance with those which prevail for services of a character similar in the locality, or determines, as provided in Sec. 4.11 of CFR part 4, that the collective bargaining agreement applicable to service employees employed under the predecessor contract was not entered into as a result of arm's-length negotiations. Where it is found in accordance with the review procedures provided in 29 CFR 4.10 and/or 4.11 and parts 6 and 8 that some or all of the wages and/or fringe benefits contained in a predecessor contractor's collective bargaining agreement are

substantially at variance with those which prevail for services of a character similar in the locality, and/or that the collective bargaining agreement applicable to service employees employed under the predecessor contract was not entered into as a result of arm's length negotiations, the Department will issue a new or revised wage determination setting forth the applicable wage rates and fringe benefits. Such determination shall be made part of the contract or subcontract in accordance with the decision of the Administrator, the Administrative Law Judge, or the Board of Service Contract Appeals, as the case may be, irrespective of whether such issuance occurs prior to or after the award of a contract or subcontract 53 Comp. Gen 401 (1973). In the case of a wage determination issued solely as a result of a finding of substantial variance, such determination shall be effective as of the date of the final administrative decision.

(e) The contractor and any subcontractor under this contract shall notify each service employee commencing work on this contract of the minimum monetary wage and any fringe benefits required to be paid pursuant to this contract, or shall post the wage determination attached to this contract. The poster provided by the Department of Labor (Publication WH 1313) shall be posted in a prominent and accessible place at the worksite. Failure to comply with this requirement is a violation of section 2(a)(4) of the Act and of this contract.

(f) The contractor or subcontractor shall not permit any part of the services called for by this contract to be performed in buildings or surroundings or under working conditions provided by or under the control or supervision of the contractor or subcontractor which are unsanitary or hazardous or dangerous to the health or safety of service employees engaged to furnish these services, and the contractor or subcontractor shall comply with the safety and health standards applied under 29 CFR Part 1925.

(g) (1) The contractor and each subcontractor performing work subject to the Act shall make and maintain for 3 years from the completion of the work records containing the information specified in paragraphs (g)(1) (i) through (vi) of this section for each employee subject to the Act and shall make them available for inspection and transcription by authorized representatives of the Wage and Hour Division, Employment Standards Administration of the U.S. Department of Labor:

(I) Name and address and social security number of each employee.

(ii) The correct work classification or classifications, rate or rates of monetary wages paid and fringe benefits provided, rate or rates of fringe benefit payments in lieu thereof, and total daily and weekly compensation of each employee.

(iii) The number of daily and weekly hours so worked by each employee.

(iv) Any deductions, rebates, or refunds from the total daily or weekly compensation of each employee.

(v) A list of monetary wages and fringe benefits for those classes of service employees not included in the wage determination attached to this contract but for which such wage rates or fringe benefits have been determined by the interested parties or by the Administrator or authorized representative pursuant to the labor standards clause in paragraph (b) of this section. A copy of the report required by the clause in paragraph (b)(2)(ii) of this section shall be deemed to be such a list.

(vi) Any list of the predecessor contractor's employees which had been furnished to the contractor pursuant to Sec. 4.6(1)(2).

(2) The contractor shall also make available a copy of this contract for inspection or transcription by authorized representatives of the Wage and Hour Division.

(3) Failure to make and maintain or to make available such records for inspection and transcription shall be a violation of the regulations and this contract, and in the case of failure to produce such records, the Contracting Officer, upon direction of the Department of Labor and notification of the contractor, shall take action to cause suspension of any further payment of advance of funds until such violation ceases.

(4) The contractor shall permit authorized representatives of the Wage and Hour Division to conduct interviews with employees at the worksite during normal working hours.

(h) The contractor shall unconditionally pay to each employee subject to the Act all wages due free and clear and without subsequent deduction (except as otherwise provided by law or Regulations 29 CFR part 4), rebate, or kickback on any account. Such payments shall be made no later than one pay period following the end of the regular pay period in which such wages were earned or accrued. A pay period under this Act may not be of any duration longer than semi-monthly.

(i) The Contracting Officer shall withhold or cause to be withheld from the Government prime contractor under this or any other Government contract with the prime contractor which sums as an appropriate official of the Department of Labor requests or such sums as the Contracting Officer decides may be necessary to pay underpaid employees employed by the contractor or subcontractor. In the event of failure to pay any employees subject to the Act all or part of the wages or fringe benefits due under the Act, the agency may, after authorization or by direction of the Department of Labor and written notification to the contractor, take action to cause suspension of any further payment or advance of funds until such violations have ceased. Additionally, any failure to comply with the requirements of these clauses relating to the Service Contract Act of 1965, may be grounds for termination of the rights to proceed with the contract work. In such event, the Government may enter into other contracts or arrangements for completion of the work, charging the contractor in default with any additional cost.

(j) The contractor agrees to insert these clauses in the section relating to the Service Contract Act of 1965 in all subcontracts subject to the Act. The term *contractor* as used in these clauses in any subcontract, shall be deemed to refer to the subcontractor, except in the term *Government prime contractor.*

(k) (1) As used in these clauses, the term *service employee* means any person engaged in the performance of this contract other than any person employed in a bona fide executive, administrative, or professional capacity, as those terms are defined in part 541 of title 29, Code of Federal Regulations, as of July 30, 1976, and any subsequent revision of those regulations. The term *service employee* includes all such persons regardless of any contractual relationship that may be alleged to exist between a contractor or subcontractor and such persons.

(2) The following statement is included in contracts pursuant to section 2(a)(5) of the Act and is for *informational purposes only:*

The following classes of service employees expected to be employed under the contract with the Government would be subject, if employed by the contracting agency, to the provisions of 5 U.S.C. 5341 or 5 U.S.C. 5332 and would, if so employed be paid not less than the following rates of wages and fringe benefits:

Employee Class	Monetary wage-fringe benefit
See Part IV, Attachment 2	

(l) (1) If wages to be paid or fringe benefits to be furnished any service employees employed by the Government prime contractor or any subcontractor under the contract are provided for in a collective bargaining agreement which is or will be effective during any period in which the contract is being performed, the Government prime contractor shall report such fact to the Contracting Officer, together with full information as to the application and accrual of such wages and fringe benefits, including any prospective increases, to service employees engaged in work on the contract, and a copy of the collective bargaining agreement. Such report shall be made upon commencing performance of the contract, in the case of collective bargaining agreements effective at such time, and in the case of such

agreements or provisions or amendments thereof effective at a later time during the period of contract performance, such agreements shall be reported promptly after negotiation thereof.

(2) Not less than 10 days prior to completion of any contract being performed at a Federal facility where service employees may be retained in the performance of the succeeding contract and subject to a wage determination which contains vacation or other benefit provisions based upon length of service with a contractor (predecessor) or successor (Sec. 4.173 of Regulations, 29 CFR part 4), the incumbent prime contractor shall furnish to the Contracting Officer a certified list of the names of all service employees on the contractor's or subcontractor's payroll during the last month of contract performance. Such list shall also contain anniversary dates of employment on the contract either with the current or predecessor contractors of each such service employee. The Contracting Officer shall turn over such list to the successor contractor at the commencement of the succeeding contract.

(m) Rulings and interpretations of the Service Contract Act of 1965, as amended are contained in Regulations, 29 CFR part 4.

(n) (1) By entering into this contract, the contractor (and officials thereof) certifies that neither it (nor he or she) nor any person or firm who has a substantial interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of the sanctions imposed pursuant to section 5 of the Act.

(2) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract pursuant to section 5 of the Act.

(3) The penalty for making false statements if prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

(o) Notwithstanding any of the clauses in paragraphs (b) through (m) of this section relating to the Service Contract Act of 1965, the following employees may be employed in accordance with the following variations, tolerances, and exemptions, which the Secretary of Labor, pursuant to section 4(b) of the Act prior to its amendment of Public Law 92-473, found to be necessary and proper in the public interest or to avoid serious impairment of the conduct of Government business:

(1) Apprentices, student-learners, and workers whose earning capacity is impaired by age, physical, or mental deficiency or injury may be employed at wages lower than the minimum wages otherwise required by section 2(a)(1) or 2(b)(1) of the Service Contract Act without diminishing any fringe benefits or cash payments in lieu thereof required under section 2(a)(2) of that Act, in accordance with the conditions and procedures prescribed for the employment of apprentices, student-learners, handicapped persons, and handicapped clients of sheltered workshops under section 14 of the Fair Labor Standards Act of 1938, in the regulations issued by the Administrator (29 CFR parts 520, 521, 524, and 525).

(2) The Administrator will issue certificates under the Service Contract Act for the employment of apprentices, student-learners, handicapped persons, or handicapped clients of sheltered workshops not subject to the Fair Labor Standards Act of 1938, or subject to different minimum rates of pay under the two acts, authorizing appropriate rates of minimum wages (but without changing requirements concerning fringe benefits or supplementary cash payments in lieu thereof), applying procedures prescribed by the applicable regulations issued under the Fair Labor Standards Act of 1938 (29 CFR parts 520, 521, 524, and 525).

(3) The Administration will also withdraw, annual, or cancel such certificates in accordance with the regulations in parts 525 and 528 of title 29 of the Code of Federal Regulations.

(p) Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed and individually registered in a bona fide apprenticeship program registered with a State Apprenticeship Agency which is recognized by the U.S. Department of Labor, or if no such recognized agency exists in a State, under a program registered with the Bureau of Apprenticeship and Training, Employment and Training Administration, U.S. Department of Labor. Any Employee who is not registered as an apprentice in an approved program shall be paid the wage rate and fringe benefits contained in the applicable wage determination for the journeyman classification of work actually performed. The wage rates paid apprentices shall not be less than the wage rate for their level of progress set forth in the registered program, expressed as the appropriate percentage of the journeyman's rate contained in the applicable wage determination. The allowable ratio of apprentices to journeymen employed on the contract work in any craft classification shall not be greater than the ratio permitted to the contractor as to his entire work force under the registered program.

(q) An employee engaged in an occupation in which he or she customarily and regularly receives more than $30 a month in tips may have the amount of tips credited by the employer against the minimum wage required by section 2(a)(1) or section 2(b)(1) of the Act in accordance with section 3(m) of the Fair Labor Standards Act and Regulations, 29 CFR part 531: *Provided, however,* That the amount of such credit may not exceed $1.24 per hour beginning January 1, 1980 and $1.34 per hour after December 31, 1980. To utilize this proviso:

(1) The employer must inform tipped employees about this tip credit allowance before the credit is utilized:

(2) The employee must be allowed to retain all tips (individually or through a pooling arrangement and regardless of whether the employer elects to take a credit for tips received):

(3) The employer must be able to show by records that the employee receives at least the applicable Service Contract Act minimum wage through the combination of direct wages and tip credit:

(4) The use of such tip credit must have been permitted under any predecessor collective bargaining agreement applicable by virtue of section 4(c) or the Act.

(r) *Disputes concerning labor standards.* Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 4, 6, and 8. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

PART III

STATEMENT OF WORK
WITH
APPENDICES

PART III - STATEMENT OF WORK

SECTION 1

PROJECT MANAGEMENT

1.0 MANAGEMENT RESPONSIBILITY

This Concession Agreement establishes Delaware North Parks Services of Spaceport, Inc., hereinafter referred to as Concessioner, as having the overall responsibility under NASA's oversight, for management and operation of Kennedy Space Center's Spaceport USA (SUSA) and the implementation of the Public Visitor Program (PVP). This responsibility falls into five major areas:

a. Program support to accomplish the PVP mission to "tell the NASA story," as defined in Section 2;

b. Provision of goods and services to the visiting public as defined in Section 3;

c. Conducting Public and Special Tours as defined in Section 4;

d. Activities to plan and implement the orderly growth and development of the PVP and SUSA, including provision of new capabilities as defined in Section 5;

e. Maintaining the capabilities required to implement the PVP as defined in Section 6.

The Concessioner shall:

a. Provide the overall management for all integration, administrative, and technical functions necessary to satisfy the requirements described in this Statement of Work;

b. Provide a qualified management team and employee workforce with the necessary skills to satisfy the requirements described in this Statement of Work;

c. Manage resources to satisfy the requirements described in this Statement of Work;

d. Except for items identified as furnished by the Government, or as otherwise specified in this Agreement, provide all required supplies, materials, equipment, vehicles, and services required to satisfy the requirements described in this Statement of Work;

e. Protect to the maximum extent practical the safety of the visiting public and workforce, the environment, and the resources of SUSA;

f. Establish interfaces to provide appropriate coordination with NASA/KSC, other KSC contractors, and designated external organizations (reference Part IV, Attachment 4).

The Concessioner shall submit to NASA, plans, procedures, reports and data as required in:

a. Part I, Article 23;
b. Statement of Work;
c. Reporting Requirements Documents (RRD).

1.1 MANAGEMENT PLAN

The Concessioner shall provide for NASA review and approval a Management Plan (RRD PL-1) to define the management approach to accomplishing the requirements identified in this Statement of Work.

1.2 MANAGEMENT PROGRAMS

1.2.1 Training Program

The Concessioner shall develop and administer a training program for Concessioner employees. The Concessioner shall ensure that all personnel who interface with the visiting public are knowledgeable and trained to represent the PVP in a courteous, helpful, and professional manner.

To ensure that each SUSA employee that comes into contact with the public is armed with the most current information on NASA and its programs, the Concessioner shall develop and keep updated, with input from NASA, an information manual for SUSA employees. The manual will be prepared and maintained by the Tour and Guest Relations Department. Information update meetings will be held bi-weekly, or more frequently if necessary, for all guest relations officers and information specialists.

In addition, the Concessioner shall conduct an orientation program for all new employees, held bi-weekly at SUSA, to cover both the basics of working at SUSA, guest relations, SUSA operations, and essential information on the history of NASA and the space program, past, present, and future.

The Concessioner shall provide for NASA review and approval a Training Plan in accordance with RRD PL-2.

1.2.2 Safety and Health Management Program

The Concessioner has responsibility for assuring, to the maximum practical extent, the safety of the visiting public and employees using SUSA facilities or participating in activities under the control of the Concessioner.

The Concessioner shall develop and implement a comprehensive safety program conforming with the requirements identified in Part II, General Provision 10. This program shall be documented in a Safety and Health Plan (RRD PL-3).

The Concessioner shall:

a. Conduct formal safety inspections, including environmental health concerns, of all SUSA facilities at least annually or more frequently if required by regulation or nature of hazards. The results of such safety inspections shall be documented and provided to the Contracting Officer, or authorized representative (RRD RE-1);

b. Correct all identified safety hazards in a timely manner, assuring that hazards which threaten life or health are corrected immediately, or the operation stopped until such time as the hazard is corrected (ref. RRD RE-1);

c. Develop and include in the Safety and Health Plan such contingency plans as may be required for foreseeable hazardous situations such as lightning, windstorms, or NASA operational activities;

d. Coordinate with the appropriate KSC organizations on matters related to accident prevention, the KSC Safety and Health Programs, employee exposure control; and immediately call the NASA/KSC Payload and Industrial Safety Branch (RT-SOE-3) upon any interaction with the Department of Labor, Occupational Safety and Health Administration (OSHA) personnel;

e. Ensure that all Concessioner subcontractors are informed of and comply with all applicable portions of the KSC Safety Program and the KSC Environmental Health Program (See Part I, Article 14) and are informed of all potential hazards they may encounter during the course of their work;

f. Prepare and submit monthly the Safety Statistics Record (RRD RE-2);

g. Report all mishaps in accordance with the provisions of Part I, Article 15, of this Agreement (RRD RE-3).

h. Ensure the safety of all construction sites and operations under the control of Concessioner. This includes monitoring of construction work being performed by Concessioner personnel or construction subcontractors for compliance with applicable federal, state, local and NASA requirements.

1.2.3 Environmental Management Program

The Concessioner shall develop and implement a comprehensive environmental protection and compliance program which conforms with Federal, State, and local environmental laws and regulations, and with the standard KSC environmental controls and procedures documented in KSC management instructions and handbooks identified in KHB 1870.1A, KMI 8800.6, KHB 8800.6 and KHB 8800.7.

The Concessioner shall define this program in an Environmental Management Plan (RRD PL-4). This program shall present an integrated approach to environmental protection and shall cover, at a minimum, the following requirements:

a. Operation of existing permitted facilities including submission of reports, operating reports and renewal applications;

b. New facility permit applications including the development of applications, engineering data and drawings, and certification by a professional engineer(s);

c. Water conservation plan including domestic and industrial wastewater re-use, xeriscape landscaping, and minimization of potable and ground water usage;

d. Pesticide control including the mixing and storage, minimization of usage, application, and toxicity;

e. Hazardous waste management and control including temporary storage, labeling, site control documentation, disposal through the KSC Base Operations Contractor, and minimization of generation in accordance with KHB 8800.7A;

f. Pollution incidents including the reporting (Pollution Incident Report, KHB 8800.6 and 1870.1A), cleanup, and disposal responsibilities and procedures (RRD RE-4);

g. Hazardous materials including the use of Materials Safety Data Sheet (MSDS) reporting Superfund Amendments and Reauthorization Act (SARA Title III), and minimization of required usage and storage;

h. Support to the Public Affairs Environmental Coordinator on environmental matters related to SUSA, including participating in the KSC Environmental Working Group and participating in Environmental Project Status Reviews with the KSC Environmental Management Office;

i. Environmental resource protection including natural, cultural and historic resources, environmental check lists (KSC Form 21-608), and environmental assessments and impact statements;

j. Pollution prevention as it relates to preventing the discharge of pollutants into the environment from normal operations.

The Concessioner shall ensure that all appropriate personnel receive training required by the environmental laws and regulations including but not limited to the Resource Conservation and Recovery Act and Amendments, Clean Air Act and Amendments, and the Clean Water Act and Amendments (reference RRD PL-2).

The Government will be responsible for management of the final cleanup of the existing hydrocarbon contamination site located in the SUSA bus maintenance area. This cleanup will be coordinated with the Concessioner, who shall accommodate cleanup activities as required. All funding for the cleanup activities will be provided by the Government.

The Concessioner shall be responsible for ensuring that its subcontractors are informed of and comply with all applicable portions of the KSC environmental program.

All correspondence to and from any regulatory agency pertaining to any environmental or permitting actions, problems, etc., shall be through the KSC Environmental Management Office with a copy to the Contracting Officer, or authorized representative.

1.2.4 Continual Improvement Program

The Concessioner shall initiate a Continual Improvement(CI) program similar in purpose and scope to those being implemented throughout KSC (KMI 1270.2A) and shall document the program in the Management Plan (reference RRD PL-1). This program shall, as a minimum, include significant management involvement, provide a customer focus, identify and provide for employee training, and produce measurements of progress toward established goals.

The Concessioner's CI teams may be integrated with those formed by NASA Public Affairs when mutual concerns require a cooperative joint effort to identify opportunities for improvement and to develop proposed solutions.

The Concessioner shall be responsible for identifying, recommending, and subject to required approvals, implementing operational improvements.

1.2.5 Risk Management Program

The Concessioner shall be responsible for fully assessing all risks of loss, damage, and liability inherent in the performance of this Agreement and the operation of SUSA.

The Concessioner shall obtain and update appraisals of all Government real and personal property as required in accordance with Part I, Article 20.

The Concessioner shall obtain all required insurance coverages and deductibles, in accordance with the terms of Part I, Article 20, and Part II, General Provisions 6.

The Concessioner shall prepare and submit a Risk Management Plan (RRD PL-5) to identify the carriers, coverages, deductibles, any limitations or exclusions, designations of co-insureds and loss payees for:

a. All liability insurance policies;

b. All property insurance policies;

c. Any special insurance, such as for business interruption.

In addition, the plan shall identify any uninsured risks and the rationale/reason for not obtaining insurance coverage.

1.2.6 Emergency Preparedness Program

The Concessioner shall develop and maintain plans and procedures, collectively known as the Emergency Preparedness Plan, to define, as a minimum, steps in hurricane preparedness, response to tornado warnings, freeze protection, extended power outages, and fire/explosions (reference RRD PL-16).

1.2.7 Labor Relations Program

The Concessioner shall develop and maintain labor relations plans and procedures to address compliance with the Service Contract Act of 1965 (PL 89-286, as amended, 41 U.S.C. Sections 351-357). Collective bargaining and strike contingencies must also be specifically addressed. The Concessioner shall document its labor relations plans and procedures in a Labor Relations Plan, prepared in accordance with RRD PL-19.

1.3 MANAGEMENT SYSTEMS

1.3.1 Procurement System

The Concessioner shall be responsible for procuring materials, parts, services, souvenirs, food, facility design and construction, and equipment necessary to support the PVP.

The Concessioner's procurement system is subject to Government approval. The Federal Acquisition Regulation (FAR) Part 44 and NASA FAR Supplement Part 18-44 may be used as a guide.

Government oversight of the Concessioner's procurement and subcontracting activities shall be in accordance with Part I, Article 7.

1.3.2 Work Management System

Except as otherwise provided in this Agreement, the Concessioner shall be responsible for authorizing and initiating all work required to perform this Agreement.

The Concessioner shall provide a Work Management System. The system shall accurately record total labor hours worked and the allocation of these hours to functional tasks. Work Management System procedures shall be documented in writing, and procedures and records shall be available for inspection by the Contracting Officer, or authorized representative, upon request.

1.3.3 Operations Management System

The Concessioner shall provide, operate, and maintain an automated management information system(s) for all SUSA programs and operations. Elements of the systems which are currently in place shall be utilized wherever practical. The system(s) shall include, but not be limited to, the following:

a. Souvenir Sales - Track all souvenir products on purchase order, in stock, sold, and reordered. This system shall provide inventory status, assessment of stock movement, amount of lost and/or damaged products, and physical locations;

b. Exhibits Display and Maintenance - Document all maintenance and repairs to the Exhibits, theaters, and related operations. The system shall provide accountability for all equipment and/or parts removed for repair, maintenance, or disposal. The system shall provide spares inventory concerning parts and equipment used in this operation;

c. Ticket Sales - Account for all ticket sales. This system must include, but not be limited to, number of sales by type (e.g., tour, theater, adult, student, child); sales by show time and tour departure; income derived; daily, monthly, and annual totals; and future reservations for planning and scheduling purposes. The system must have a networking capability to provide real time status of available theater and tour seating capacity;

d. Transportation Fleet Inventory, Maintenance, and Repair - Track spare parts and material replenishments. This system shall track each transportation fleet vehicle as to use, downtime, schedules, and maintenance history;

e. Food Services - Track all food and beverage products from time of receipt through sale and reorder. This system shall provide inventory status; volume of sales; and record of loss, spoilage, and unsold products disposed.

In addition to information required by RRD's, any information generated by the system(s) shall be available for inspection by the Contracting Officer, or authorized representative, upon request.

1.3.4 Government Property Management System

The Concessioner shall establish and maintain a system to control, protect, preserve, and maintain all Government Property at SUSA, and shall comply with provisions of Federal Acquisition Regulation (FAR) Subpart 45.5, "Management of Government Property in the Possession of Contractors" and NASA FAR Supplement Part 18-45, "Government Property," which are hereby incorporated by references and made a part of this contract; however, the Concessioner is not required to use the NASA Equipment Management System (NEMS). For purposes of this Agreement, "contractor" as used in these regulations shall mean "Concessioner" and "contract" shall mean "Concession Agreement."

The Concessioner shall provide, operate, and maintain a Government Property inventory control system to identify and track by location and departmental responsibility, all vehicles, equipment, supplies, materials, and Unique Exhibits furnished to the Concessioner by the Government or purchased with SUSA Revenues. The system shall be designed to safeguard all Government Property from theft, deterioration, or unauthorized disposition. The inventory control system procedures shall be documented and available for the Contracting Officer's, or authorized representative's, review upon request.

Administration of the Government Property will not be delegated to the DOD, but will be performed by the following office:

NASA-Kennedy Space Center
Industrial Property Office
Mail Code: OP-MSO-P
Kennedy Space Center, FL 32899

The KSC Public Affairs Office will retain responsibility over all Unique Exhibits on display or stored at SUSA. Accountability and maintenance of these items shall be provided by the Concessioner, including maintaining of appropriate, formal, property control records in accordance with FAR 45.5.

1.3.5 Financial Management System

The Concessioner shall provide, operate, and maintain a financial management system to project and track Revenue, surcharges, interest/dividends and deposits to individual improvement accounts, Special Funds or any other accounts negotiated and definitized under this Agreement; costs of sales; operating expenses; and Residual Revenue. The system's procedures, including all accounting practices and cash controls, shall be documented and made available for the Contracting Officer's, or authorized representative's, review upon request.

The Concessioner shall provide financial reports as required in RRD RE-5.

1.4 LICENSES AND CERTIFICATIONS

The Concessioner shall be responsible for obtaining all required licenses and certifications necessary for the performance of this Concession Agreement in accordance with the provisions of Part I, Article 12.

1.5 PERSONNEL REPORTING

The Concessioner shall furnish personnel strength reports to the Government in accordance with RRD RE-9.

1.6 PHASE OUT

The Concessioner shall plan for the orderly phase out of services and the transition to a new agreement at the expiration of this Agreement. The Concessioner's plan to accomplish phase out activities shall be documented in a Phase Out Plan, prepared in accordance with RRD PL-20.

SECTION 2

PROGRAM SUPPORT

2.0 PROGRAM SUPPORT

The Concessioner shall provide program support to accomplish the PVP mission to "tell the NASA story." In presenting what NASA is and what NASA does, a fundamental objective is to explain how aerospace programs and technology benefit people in their everyday lives. The Concessioner shall be responsible for "telling the NASA story" by conveying thorough, accurate, and current information to the visiting public. As a result of their experience at the Kennedy Space Center, visitors should leave with:

1. A clearer understanding of how and why America explores space;

2. A clearer and deeper appreciation of the benefits derived from the activities of the past and the opportunities of the future;

3. A sense of excitement for space exploration, and an awareness of the role space plays in our national and global society;

4. A positive visitor experience and an enthusiasm to share what they have learned with others.

This section describes the Concessioner's Program Support responsibilities in providing the:

a. Information Programs
b. Tour Programs
c. Public Relations Program
d. Information Systems
e. Sponsored Shows and Exhibits Program
f. NASA Art Program

Fulfillment of some activities may require performance off the Kennedy Space Center.

2.1 INFORMATION PROGRAMS

The Concessioner shall develop, conduct, and manage information programs for the public, including performing all related services designated in this section. All personnel who deal directly with the public when conveying information shall wear uniforms with an appropriate space-oriented theme, to be selected by joint agreement between the Concessioner and the Contracting Officer, or authorized representative.

2.1.1 Scope

The Concessioner shall develop and conduct a variety of information programs. The approval of the Contracting Officer, or authorized representative, shall be obtained prior to implementing any resultant activities. Program tasks will include but not be limited to:

a. Operating the Information Counter in Spaceport Central;

b. Preparing, updating, and presenting the commentary used throughout the Public Visitors Program (PVP);

c. Preparing, updating, and presenting information programs, either NASA or Concessioner furnished, in SUSA theaters as defined in 3.1;

d. Providing employee orientation and training as necessary to accomplish the above tasks.

2.1.2 Information Requirements

The Concessioner shall:

a. Establish, maintain, evaluate, and update the information programs required by this Agreement. These programs shall be evaluated a minimum of once yearly, and the Concessioner shall recommend changes or improvements to the Contracting Officer, or authorized representative, for approval prior to implementation. The Contracting Officer may also direct changes based on any new Government requirements;

b. Develop and implement training methods to ensure that assigned personnel are knowledgeable concerning past, present, and future NASA aerospace information, and have effective demonstration and/or lecture techniques;

c. Develop and conduct training programs to regularly update the knowledge of tour bus drivers, information specialists, and other appropriate employees concerning NASA aerospace programs and developments;

d. Operate the Information Counter with uniformed, trained, information specialists during all normal hours of operation. Information specialists should be available to communicate with visitors in several languages, including, but not limited to Spanish, Portuguese, Japanese, Italian, German and French;

e. Provide an Information Specialist dressed in a simulated space suit to rove throughout SUSA during all normal operating hours. A second Information Specialist shall perform the same duties beginning one hour after start of operation until one hour before closure of SUSA whenever visitor volume is forecast to exceed 5,000 for that day or during the time a specialist

has been requested to support the Astronaut Memorial Foundation's Center for Space Education (CSE). These specialists shall pose with visitors for photographs, answer public inquiries, and visit the CSE when scheduled to meet school groups. The Concessioner will be provided with at least 24 hours notice when a CSE visit is requested. At the option of the Government, as directed by the Contracting Officer, or authorized representative, the Concessioner may be relieved of this requirement by furnishing a space suit to the NASA Educational Services Branch for its exclusive use in Exploration Station in the CSE;

f. Provide uniformed Information Specialists to conduct mini-tours of SUSA during normal hours of operation, to explain Exhibits and answer questions from the visiting public;

g. Operate audio-visual, electronic, and other equipment at SUSA as required in the operation of the PVP and to support NASA Public Affairs when requested.

2.2 TOUR PROGRAMS

2.2.1 Scope

The Concessioner shall conduct tours of the Kennedy Space Center and the Cape Canaveral Air Station (CCAS). Commentary used on the tours shall be designed to leave visitors with a positive experience, while providing an overview of the operations, historical significance where applicable, and the outstanding example KSC provides of high technology co-existing with nature. Tours shall be conducted to support the PVP mission and objectives of this Agreement.

2.2.2 Information Requirements

The Concessioner shall:

a. Establish, maintain, and update as necessary an information program to be used on general public tours as defined in Section 4. Information will include, but not be limited to, the role of the facilities seen on the tour; their history, current operations, and planned future operations; and the role of the U.S. Fish and Wildlife Service, Merritt Island, National Wildlife Refuge and The National Park Service, Canaveral Seashore at KSC;

b. Record from scripts furnished or approved by NASA, all general public tour commentary in English and in foreign languages, including French, German, Italian, Spanish, Portuguese, Japanese, and any other language which may be justified by visitor volumes. Such prerecorded commentary shall be made available for use with special charter groups comprised of foreign-language visitors. The Concessioner may propose, and if approved by NASA, implement such approaches as may be reasonable and cost-effective in accommodating non-English-speaking individuals and small parties who purchase tickets for the general public tours;

c. Conduct student education tours, as defined in Section 4. Prepare, record, and present audio program presentations from scripts provided or approved by the KSC Public Affairs Education Services Branch;

d. Conduct specialized VIP tours as defined in Section 4. These tours, by their nature, will require live commentary by escorts who are knowledgeable concerning NASA programs and KSC operations;

e. Support the NASA Manned Flight Awareness (MFA) Program and other NASA-sponsored programs upon request in accordance with Part I, Article 11, and as defined in Section 4.

2.3 PUBLIC RELATIONS PROGRAM

The Concessioner shall conduct a comprehensive and integrated Public Relations Program to directly support the NASA mission and promote the objectives of the PVP. Each element of the Public Relations Program is to be developed and performed in a manner which will assure consistency with NASA's program philosophy and established policies; provide a clear customer focus; and make a contribution to enhancing public understanding and PVP success.

The Concessioner shall prepare a comprehensive Public Relations Program Plan in accordance with RRD PL-6.

2.3.1 Scope

The Concessioner shall plan, develop, and implement each of the related programs and activities described in this section.

2.3.2 Visitor Relations

The Concessioner shall be the primary interface with public visitors at the Kennedy Space Center, and a supporting interface with special invited guests of NASA. The Concessioner shall therefore be responsible for assuring the quality of visitor experience through:

a. Providing the highest standards of service;

b. Responding promptly and consistently to visitor comments;

c. Recognizing and meeting visitor needs.

2.3.2.1 Visitor Relations Plan

The Concessioner shall prepare in accordance with RRD PL-6 a Visitor Relations Plan as an element of the Public Relations Program Plan.

2.3.2.4 Visitor Data Services

The Concessioner shall collect, compile, and provide visitor data as defined herein. The data will support the Concessioner and NASA in evaluating visitor needs, developing appropriate marketing strategies, and planning the growth and development of SUSA.

a. The Concessioner shall track and report statistical information in accordance with RRD RE-6, the Visitor Data Report;

b. The Concessioner shall collect and report statistical information in accordance with RRD RE-7, the Visitor Profile Report.

All raw data shall be collected, compiled, and maintained by the Concessioner, and shall be available for inspection by the Contracting Officer, or authorized representative, upon request. The information obtained in a and b above shall be summarized in an annual report in accordance with RRD RE-18.

2.3.3 Marketing

The Concessioner shall plan and conduct marketing activities to broadly advertise and promote the full range of opportunities and services available through the PVP.

2.3.3.1 Marketing Plan

The Concessioner shall prepare a Marketing Plan as an element of the Public Relations Program Plan (RRD PL-6).

The Marketing Plan shall be updated at least once annually. The Concessioner shall prepare and present a quarterly briefing to a Review Panel to update the plan by reporting actual activities and expenses to date, and to identify any requirements for revisions. Modifications recommended by the Review Panel shall not be made to the plan unless they are approved by the Contracting Officer.

2.3.3.2 Authorized Marketing Activities

The Concessioner is authorized, consistent with the approved Marketing Plan, to purchase advertising space; contract for highway billboards; produce and distribute promotional brochures; attend industry trade shows; and engage in other cost effective activities normally associated with marketing in the travel and tour industry and in the best interest of NASA and the PVP.

All copy and artwork shall be consistent with communicating approved messages and be in the best interests of NASA and the PVP and shall be approved by a Review Panel before use.

2.3.3.3 Cooperative Marketing Activities

The Concessioner shall, with the approval of the Contracting Officer, enter into cooperative arrangements as provided in this section.

The Concessioner shall establish close working relationships with other public and private organizations promoting tourism primarily in Florida, Central Florida, and the Spacecoast area.

The Concessioner may also establish working relationships with other private and public organizations within and outside the tourism industry provided such relationships are compatible and advantageous to the goals of the PVP.

The Concessioner may, in accordance with the approved Marketing Plan or with the written approval of the Contracting Officer, enter into cooperative and mutually advantageous arrangements with other Florida attractions, attractions outside Florida, and visitor bureaus.

The Concessioner shall support the activities of the Spacecoast Tourist Development Council (TDC) in the following ways:

a. Make space available at no charge for a TDC-operated Visitor Information Center booth to provide visitors with information about area lodging, dining, and related services;

b. Participate as appropriate on TDC committees and in the TDC's formulation of an area-wide marketing approach.

The Concessioner may also, with the approval of the Contracting Officer, enter into sponsorship agreements with vendors, suppliers, or other parties.

2.3.3.4 Use of NASA Insignias and Spaceport USA Trademark

The Concessioner's use of the NASA, Kennedy Space Center, and any other agency graphics standard, and the Concessioner's use of the Government-owned Spaceport USA trademark, and any other Government-owned trademarks subsequently acquired, shall be described in RRD PL-6 under the Marketing Plan and utilized only as approved in accordance with Part I, Article 21.

2.3.4 Community Relations

The Concessioner shall conduct a program to foster positive relationships and goodwill within KSC and in the surrounding cities and counties. In addition, the Concessioner shall support NASA Public Affairs in its community relations activities as described herein.

2.3.4.1 Community Relations Plan

The Concessioner shall prepare a Community Relations Plan as an element of the Public Relations Program Plan (RRD PL-6).

2.3.4.2 Special Events at Spaceport USA

Consistent with Part I, Article 11:

The Concessioner shall identify and recommend opportunities, and, with the concurrence of the Contracting Officer, or authorized representative, plan and conduct special events to encourage use of SUSA facilities by KSC employees and area residents.

The Concessioner may offer, promote, and conduct special ticketed events, which may be scheduled after normal operating hours, specifically for KSC employees and their families. Consistent with Part I, Article 11, the Concessioner shall:

a. Host and support annually a NASA Special Event for area community leaders. NASA will plan the agenda, identify the guests, issue invitations, and furnish speakers. The Concessioner's support for this event shall include providing complimentary continental breakfast, the use of theater facilities as required for NASA-provided briefings, and personnel support as required to assist with parking, ushering, and audio-visual presentations;

b. Support up to three other NASA Special Events annually at SUSA, to be identified and planned by NASA.

2.3.4.3 External Special Events

At the direction of the Contracting Officer, or authorized representative, for up to a maximum of six occurrences per year, the Concessioner shall furnish one of the Information Specialists outfitted in a simulated space suit to support NASA's community relations objectives by appearing at special events throughout Florida, Georgia, Puerto Rico and the Virgin Islands.

At the direction of the Contracting Officer, or authorized representative, for up to a maximum of four occurrences per year, the Concessioner shall transport, setup, and staff an external exhibit in support of NASA's Public Affairs and Community Relations program. The location of events for which such support is provided shall be within Florida, Georgia, Puerto Rico and the Virgin Islands.

In addition, the Concessioner shall transport, setup, and staff external Exhibits for other events, at the direction of the Contracting Officer or authorized representative, provided that the Concessioner's costs for supporting such events are reimbursed by the requester and the requested exhibit(s) are available. The Concessioner may, at its discretion, support any other appropriate request for display of external Exhibits.

The Concessioner shall be responsible for scheduling the use of external Exhibits and shall provide the Contracting Officer or authorized representative, upon request, a copy of the scheduled usage of external Exhibits.

At any such event, other than tourism industry trade shows, the Concessioner's display of promotional materials shall be subordinate to NASA's purpose.

2.3.5 News Media Relations

Except as noted below, the Concessioner shall function as the principal interface with the news media in all matters regarding SUSA and its operation. The Concessioner shall coordinate news media contacts and activities and shall provide support to NASA-initiated or managed activities as provided herein.

The Concessioner shall operate a SUSA News Bureau to develop and distribute to targeted media stories and features about SUSA and related uses and displays of aerospace technology.

2.3.5.1 Required Coordinations

The Concessioner shall coordinate with the Chief, Media Services Branch, or designee, and with the Contracting Officer, or authorized representative, all news releases, press conferences, or tours of news media representatives when such tours are within the boundaries of the KSC security zone.

In the event of any on-site or tour incident involving the injury or death of a visitor or employee, or substantial damage to property, NASA will assume the primary role for news media interfaces and will function as the sole agency spokesman to all external media. The Concessioner shall be responsible for promptly notifying the following:

a. The Chief, Visitors Services Branch;

b. The Chief, Media Services Branch;

c. The Contracting Officer;

d. NASA/KSC Payload and Industrial Safety Branch, RT-SOE-3, (reference Part I, Article 15);

e. KSC Security.

Such notification shall be made at the earliest opportunity with whatever facts are known in accordance with approved plans. Follow-up information shall be provided by the Concessioner as full details of the incident are known.

The Concessioner shall also be responsible for advising the Chief, Media Services Branch, and the Contracting Officer, or authorized representative, of any incident or situation likely to attract adverse news media attention.

2.3.5.2 News Media Operating Procedures

The Concessioner shall prepare and submit News Media Operating Procedures as an element of the Public Relations Program Plan in accordance with RRD PL-6.

2.3.5.3 Support for NASA KSC Media Services Branch

For unique, one-time events of special importance to NASA, which may originate or be fully conducted at SUSA or designated tour stops, the Concessioner shall assume a supporting role to the operations of the NASA Media Services Branch, which will have the primary role for contact and interface with the news media at such events. Examples of such events include a Presidential or Vice-Presidential visit, events involving other high ranking U.S. or foreign officials, and any other event where NASA determines in its sole judgment that news media activities should be handled by the KSC Public Affairs Media Services Branch.

2.4 INFORMATION SYSTEMS

2.4.1 Scope

The Concessioner shall plan, develop, and implement a visitors information system that will assist visitors planning a visit to, enroute to, and during their visit to SUSA. The Concessioner shall furnish the following support operations:

a. Travelers Information System (TIS);
b. Signage;
c. Public Announcements;
d. Publications.

2.4.2 Travelers Information System(TIS)

The Concessioner shall provide and advertise a nationwide toll-free Wide Area Telephone Service (WATS) line that visitors may use at any time to obtain recorded information concerning launch schedules, tour operations, and other information considered essential to visitors planning a visit to SUSA.

All advertising used in the promotion of SUSA shall include the above referenced toll-free telephone service.

The Concessioner shall operate and maintain at SUSA, in accordance with applicable FCC rules and regulations, a Government furnished and installed TIS radio station. The radio station is intended to be used to advise travelers on the following:

a. Special announcements desired or directed by the Government (e.g., emergency warnings);

b. Tour information, including descriptions, costs, schedules, duration and waiting times, if any, before boarding buses after purchasing tickets;

c. Closing times of SUSA and the various restaurants, snackbars, souvenir sales, etc.;

d. Instructions and information for the physically impaired visitors;

e. SUSA parking instructions;

f. Current launch information;

g. Information concerning special events (if any);

h. Time, duration, title, and subject matter of films, demonstrations and audio visual presentations available, and cost (if applicable).

2.4.3 Signage

The Concessioner shall establish a roadside information system utilizing highway billboards, trail blazer signs, and other signage to assist visitors while traveling to SUSA.

The Concessioner shall develop, implement, and maintain a professional sign program throughout SUSA to inform visitors of available services, programs, Exhibits, food services, directions, etc. Signs shall be in English and other languages as directed by the Contracting Officer.

2.4.4 Public Announcements

The Concessioner shall develop and maintain an audio paging system at SUSA to advise visitors of special events, announce warnings (e.g., adverse weather conditions), and make general announcements.

2.4.5 Publications

The Concessioner shall:

a. Develop, publish, and maintain a sufficient stock, in each required language, of complimentary mission kits to accommodate each day's visitor volume. As a minimum, this mission kit shall include a Spaceport USA Visitor Guide Map featuring "where to find it" information and other pertinent information required for a knowledge of visitor services and activities. The kit shall also include some type of "take home" souvenir, such as a lapel pin or decal, an invitation to join the SUSA Club, and a customer satisfaction questionnaire. These mission kits shall be available in English, French, German, Italian, Japanese, Portuguese, and Spanish. Other languages shall be added as deemed necessary by the Contracting Officer based upon the attendance trends of foreign nationals. A Review Panel shall review and approve publications prior to printing.

b. Publish and stock in the souvenir sales store a "Spaceport USA Tour Book" in English and all other languages listed in a. above.

c. Comply with Americans with Disabilities Act (ADA) requirements by producing copies of publications described in a above (or publications of comparable content) in Braille, large type or as otherwise appropriate;

d. Make available without charge NASA-furnished multi-subject leaflets and other publications available to all visitors through the use of self-service distribution racks.

e. Publish quarterly, or less frequently if approved by the Contracting Officer or authorized representative, a newsletter for SUSA "alumni" which will include information about upcoming space launches, future plans for the space program, special events at SUSA, and improvements to the PVP.

f. At such time as the "New Public Visitor Program" improvements are opened to the public, provide as required mission-specific kits for all visitors purchasing a "Spaceport USA Card" and electing to participate in one or more of the mission activities. Each kit shall be comprised of a briefing sheet explaining the mission and whatever additional tools are required to complete the mission.

2.5 SPONSORED PVP ACTIVITIES PROGRAM

The Concessioner shall develop a Sponsored PVP Activities Program Plan (RRD PL-7) to identify procedures, guidelines, and documentation methods to solicit contributions from appropriate individuals and organizations.

The Concessioner is authorized to accept contributions of funds, services, and property from third-parties in accordance with Special Provisions, Part I, Article 11.

2.6 NASA ART PROGRAM

KSC is the repository of the majority of the NASA Art Collection which contains art by some of the Nation's finest artists. Selections from this program are to be displayed at SUSA and other locations.

The Concessioner shall:

a. Assure that all art at SUSA is properly displayed, hung level, glass cleaned and properly identified as to artist, title, and medium;

b. Maintain a climate controlled storage area at SUSA for all art not on display;

c. Inspect for signs of deterioration or damage;

d. Provide a NASA Art Inventory Report (RRD RE-8);

e. Develop and implement a NASA Art Loan Program to allow qualified organizations and institutions an opportunity to display art from this collection periodically. The loan program shall be performed in accordance with Part I, Article 11.

SECTION 3

GOODS AND SERVICES

3.0 GOODS AND SERVICES

This section describes the Concessioner's responsibility for providing the goods and services authorized for sale; activities which support the PVP mission and objectives; and services to assure the health, safety, and welfare of the visiting public.

These responsibilities are described as they relate to the operation of:

a. Theaters
b. Food Services
c. Souvenir Sales
d. Ticket Sales
e. Exhibits
f. First Aid and Emergency Medical Care
g. Security
h. Complimentary Visitor Support Services
i. Miscellaneous services

The Concessioner shall perform the requirements of this section in concert with NASA approved operational schedules, pricing policy, and maintenance requirements.

3.1 THEATERS

The Concessioner shall operate all theaters used in the PVP. This responsibility shall include:

a. Operating all projection equipment, sound systems, lighting, public announcements, and all other equipment required to support theater operations;

b. Operating all IMAX equipment and showing IMAX movies in accordance with Part I, Article 11;

c. Providing personnel where necessary to collect tickets, assist visitors with entry/exit instructions, and provide opening commentary;

d. Supporting as required, NASA use of theaters in accordance with Part I, Article 11 and PAO-40007, Public Affairs Support Plan for Space Shuttle Launches and KSC Landings.

The Concessioner shall manage and operate the existing/planned theaters listed below and any future theaters that may be added during the term of this Agreement.

a. IMAX I Theater
b. IMAX II Theater
c. Spaceport Theater
d. Satellite Sky Theater
e. Mission Control Center at CCAS
f. Apollo/Saturn V Center (scheduled to be operational in 1996)
   (1) Saturn V Theater
   (2) Lunar Landing Theater

3.2 FOOD SERVICES

The Concessioner shall manage, operate, and perform the food service functions described in this section.

The services under this Agreement shall be performed at SUSA in designated facilities, and be available to all individuals using these facilities. All required support shall be in accordance with KHB 1870.1A as well as applicable local, State, and Federal laws and regulations. Procedures and quality control practices shall be in accordance with the Food Service Industry Standards.

3.2.1 Food Services Operations

The Concessioner shall manage and operate food services in the facilities listed below and any future operations brought on-line during the term of this Agreement.

a. Orbit Cafeteria
b. Lunch Pad
c. Snackport
d. Yogurt Shop
e. Pizza/Hot Dogs
f. Ice Cream Central
g. Apollo/Saturn V Center (scheduled to be operational in 1996)
h. Mobile Food and Beverage Dispensing Units
i. Warehouse Food Storage Areas

The Concessioner shall develop and submit a Food Management Plan in accordance with RRD PL-8. All SUSA food service facilities shall be open to the visiting public and operated in accordance with the Food Management Plan. All food shall be prepared and handled in accordance with KHB 1870.1A as well as applicable local, State and Federal laws and regulations.

At least one food service unit capable of serving continental type breakfast items shall be opened one-half hour prior to normal operating hours. During peak visitation periods as defined in the Food Management Plan, this unit shall open one hour prior to normal operating hours. One food service unit is required to serve a full breakfast menu daily, from start of operations until 11:00 a.m.

The Concessioner shall offer a catering service with a standard menu, to be available for special groups in accordance with Part I, Article 11.

For NASA-hosted groups, the Contracting Officer, or authorized representative, may require catering services in any area of SUSA. A predetermined, reduced price menu shall be provided by the Concessioner and made available for the KSC Public Affairs Office in order to accommodate meal requirements for NASA-hosted groups.

The Concessioner shall provide food service at SUSA and Banana Creek Viewing Site to support NASA guests during launch/landing operations at KSC in accordance with Part I, Article 12 and PAO 40007, Public Affairs Support Plan for Shuttle Launches and KSC Landings.

To assure proper health and safety standards, a list of proposed disposables shall be submitted for approval by the Contracting Officer, or authorized representative.

Sufficient personnel shall be provided to assure prompt service at all serving lines. Staffing and operation of these facilities shall be planned such that visitor wait times in line should not exceed 15 minutes.

High chairs (5 percent of seating capacity) shall be provided for small children.

The Concessioner shall assure that visitors who are in need of special assistance are rendered such services in accordance with the intent of the ADA.

Full time food service supervisory personnel shall be present on site during normal food serving hours. As a minimum, the supervisor(s) shall have supervisory experience in a comparable food service facility. A manager with a Florida Certified Professional Food Manager's Certificate shall be present at each Food Service unit where food is prepared.

3.2.2 Approval of Food and Beverage Items

The Concessioner shall:

a. Locate, identify, and provide food and beverage items to be presented for sale at SUSA;

b. Submit to a Review Panel for consideration and approval the menu mix of food and beverage items along with recommended portions and prices to be offered for or withdrawn from sale;

c. Except for limited quantities of products used for test marketing purposes, no item may be prepared or sold without prior approval of a Review Panel.

The Concessioner's overall pricing as it relates to food and beverage items shall be in accordance with Part I, Article 11.

3.2.3 Quality Control

A Quality Control Officer shall be present in the receiving area when food and beverage orders are delivered, and shall ensure proper inspection, handling, and storage are accomplished. This person shall be qualified in the quality assurance area of the Food Service Industry and have prior experience in this field. The Quality Control Officer shall provide the food service units with guidance in the area of quality control. This individual shall also be thoroughly familiar with the Food Management Plan. In-service training pertinent to specific job descriptions shall be provided to all food service personnel on a monthly basis as required by KHB 1870.1A, and documented in the Training Plan (RRD PL-2).

The following are the minimum acceptable standards unless otherwise approved by the Contracting Officer:

Meats, raw	U.S.D.A.	Choice
Meats, cooked	U.S.D.A	Choice or Grade A
Poultry	U.S.D.A.	Grade A
Dairy Products	U.S.D.A.	Grade A
Fruits & Vegetables		Grade A
Fresh Produce		Grade A
Fish & Shell Fish	U.S.D.A.	Grade A
Frozen Foods		Grade A
Canned Foods		Grade A

3.2.4 Sanitation

The Concessioner shall assure that all food service personnel, food and cleaning supply storage housekeeping procedures, and all operational practices meet the sanitation requirements of KHB 1870.1A as well as applicable local, State, and Federal laws and regulations. All food preparation areas and all areas of the food service facility shall be kept neat, clean, and free of litter, refuse and garbage. All areas and surfaces shall be cleaned on an as needed basis to ensure full compliance.

Procedures shall be developed for daily self-inspection reports and weekly sanitation reports. These reports shall be maintained and available for review by the Contracting Officer, or authorized representative, upon request.

Extermination records shall be kept for each food service facility, including warehouse food storage areas, and document problems identified and actions taken to resolve these problems. These records shall be easily accessible to the Contracting Officer, or authorized representative, for review during inspections of the facilities.

Food Service facilities will be inspected on a monthly basis in accordance with KHB 1870.1A and local, State, and Federal laws. The Concessioner shall promptly correct deficiencies noted during such inspections and document in writing to the Contracting Officer, or authorized representative, corrective action taken and the date completed.

3.3 SOUVENIR SALES

3.3.1 Souvenir Sales Operations

The Concessioner shall manage and operate the existing souvenir sales facilities listed below and any new facilities which may be added during the term of this Agreement.

a. Gift Gantry
b. Vending Carts
c. Central Receiving

The Concessioner shall provide souvenir sales support at SUSA and the Banana Creek Viewing Site to support NASA Guest Operations during launch/landing operations at KSC as defined in PAO-40007, Public Affairs Support Plan for Space Shuttle Launches and KSC Landings.

The use of bar codes and electronic devices for sales, inventory, etc., is required. In addition, the price of each item or service offered for sale shall be separately and conspicuously posted or marked by the Concessioner.

3.3.2 Approval of Sale Items

Subject to the approvals required herein, the Concessioner shall locate, identify, and provide merchandise and other articles to be offered for sale to the visiting public in the souvenir sales operations at SUSA.

A Review Panel shall review items proposed to be offered for sale. Except for limited quantities of products used for test marketing purposes, no item may be sold or displayed without prior approval of the Review Panel as required by Part I, Article 11E. Prior approval of the Contracting Officer is required only as defined in 3.3.3 of this section.

The Concessioner's overall pricing of items shall be in accordance with Part I, Article 11.

3.3.3 Items Authorized For Sale

Only items which are authorized in this section, and which meet the standards described herein, may be displayed or sold at SUSA. Items authorized for sale to the visiting public are limited to the following categories:

a. EDUCATIONAL - Defined as publications or materials concerning the Nation's aeronautics and space research programs and which are appropriate for use in educational programs or as reference material. Included in this category are authentic models of aerospace vehicles or devices which demonstrate a scientific principle (e.g., gyroscopes);

b. INFORMATIONAL - Defined as materials designed to provide information to the visitor concerning the Nation's aeronautics and space programs. These may include, but are not limited to, books, brochures, pamphlets, slides, video cassettes, photographs, and computer software programs;

c. SOUVENIR - Defined as mementos of personal desire that commemorate a specific aerospace event or may be associated with a visit to the Kennedy Space Center. These items may include, but are not limited to, models, clothing, pencils, notebooks, and cachets;

d. CONVENIENCE - Defined as necessities and sundries that meet the immediate needs of the visitor, may include but are not limited to cameras, film, combs, lotions such as suntan and sunscreen, non-prescription medical products such as headache remedies, antacids, decongestants, cough drops, and adhesive bandages. The Concessioner may elect to use vending machines for the sale of some convenience items.

Subject to Contracting Officer's approval, the Concessioner may display, promote, and sell admission tickets, souvenirs, goods, and other items related to other attractions. Total sales space devoted to the display, promotion and sale of the above items shall not exceed 10% of total sales space available at SUSA.

Sale items shall conform with the following standards:

a. Except for convenience items, it is intended that items be related to NASA, Kennedy Space Center, and space or aerospace subjects. Non-space related souvenirs or merchandise is strictly limited to items reviewed and approved by the Contracting Officer.

b. Items are to be consistent with NASA's mission for the peaceful exploration of space, and shall not portray militaristic equipment or themes.

c. Items manufactured in the United States are preferred, and items of foreign manufacture should not be offered in lieu of American made products, if available at a competitive cost.

d. Use of the Spaceport USA trademark and NASA insignia shall conform to prescribed graphics guidelines and the provisions of this Agreement.

e. Publications, photographs, videos, and any other material, printed or visual, communicating information about NASA, Kennedy Space Center, or aerospace topics shall be technically accurate.

f. Items are to be evaluated for safety, consistent with the recommended age group for which they are intended.

The Concessioner shall maintain liaison with the Government Printing Office (GPO), and offer appropriate GPO publications for sale to the visitors. Publications offered for sale at SUSA shall be consistent with the purpose and objectives of the PVP.

3.3.4 Mail Order Service

The Concessioner shall develop and implement a mail order service. Services offered shall include:

a. Developing, maintaining, issuing, and mailing out a free catalog listing of items for sale; a description of the item; available sizes and colors; cost of goods including shipping and handling costs. Review Panel approval shall be required prior to printing of catalogs;

b. Wrapping and shipping items for an approved handling fee (plus shipping costs) ordered from the Concessioner by phone, fax, or mail, or purchased by the visitor during their visit to SUSA.

c. Offering souvenir items on-line via shopping bulletin boards such as CompuServe and America Online.

3.4 TICKET SALES

3.4.1 Ticket Sales Operations

The Concessioner shall manage and operate the ticket sales facilities listed below as well as any that may be added during the term of this Agreement.

a. Ticket Pavilion
b. Galaxy Center
c. Group Sales Office

The Concessioner shall operate the Automated Ticketing System to produce individual tickets for each visitor, to track available capacity, and record aggregate ticket sales per day by type. Such tickets shall specify price and as appropriate, the date and scheduled time of use.

Staffing and operation of all ticketing facilities shall be planned such that visitor wait times in ticket lines should not exceed 15 minutes.

The Concessioner shall operate the Group Sales Office to accommodate advance reservations for visitor groups, special events, VIP tours, and to distribute tickets to groups and to visitors receiving complimentary tickets.

3.4.2 Approval of Ticket Prices

Pricing policy and posting/marking of price shall be in accordance with the Part I, Article 11.

3.4.3 Complimentary Tickets and Showings

In accordance with Part I, Article 11, the Concessioner shall:

a. Develop and implement procedures for authorizing, issuing, and accounting for complimentary tickets;

b. Develop procedures for blocking theater seats and admitting NASA guests. These procedures shall be submitted for approval by the Contracting Officer, or authorized representative, in accordance with RRD PR-3.

3.5 EXHIBITS

The Concessioner shall manage and operate all SUSA exhibit areas including those listed below and any that may be added during the term of this Agreement.

a. Spaceport Central
b. Galaxy Center
c. Gallery of Space Flight
d. Rocket Garden
e. Shuttle "Explorer" Area
f. Apollo/Saturn V Center (scheduled to be operational 1996)
g. Complex 5/6 at CCAS
h. Mission Control Center at CCAS
i. SUSA Exhibits and Audio Visual Library
j. Exhibits Storage Areas

3.5.1 SUSA Exhibits and Audio Visual Library

The Concessioner shall establish a system to permanently store master copies of all audio/visual programs, audio tapes, final scripts, design documentation, reference materials, and artwork for posters, brochures, etc., used in the development of Exhibits and presentations at SUSA. In addition, the Concessioner shall maintain a catalogue system to assure that materials are protected from loss. This system shall assure that all items are easily located and shall be made available for use with approval of the Contracting Officer or authorized representative.

3.5.2 Exhibit Storage

The Concessioner shall maintain an up-to-date log of all exhibit items in storage at SUSA, in off-site storage locations, and on loan to outside organizations. This log shall be made available to the Contracting Officer, or authorized representative, upon request.

3.6 FIRST AID AND EMERGENCY MEDICAL CARE

The Concessioner is responsible for providing first aid emergency medical care at SUSA and on the tour when necessary. Government responsibilities will be in accordance with Part I, Article 17.

The Concessioner has no responsibility to treat pre-existing injuries or physical conditions that present no immediate danger to the visitor.

3.6.1 Concessioner Responsibilities

The Concessioner shall:

a. Develop an "Emergency Medical Plan" (RRD PL-9);

b. Provide appropriate personnel to receive CPR and first aid training provided by KSC. Assure that each facility has at least one appropriately trained person;

c. Monitor first aid kit usage and notify the Government concerning re-supply;

d. Provide, to the extent of the first aid training and the capabilities of the first aid kits, limited first aid care to visitors upon request or in situations requiring medical assistance;

e. Notify the on-site registered nurse (during duty hours) or the Emergency Medical Services when the medical assistance required is beyond the Concessioner's capabilities or in all cases of fainting, seizures, obvious or suspected bone fractures, severe lacerations, suspected heart attacks, or any other serious medical condition which any prudent person would suspect to require professional medical attention;

f. Provide proper and adequate signage at SUSA to inform visitors as to the location of the clinic and during hours that the nurse is not on duty to the designated office responsible.

3.6.2 Government Responsibilities

The Government will:

a. Provide a registered nurse to perform emergency first aid to visitors as needed at SUSA. Hours of support shall be equivalent to one normal shift per day, 7 days a week;

b Provide required medical equipment and supplies at the SUSA area clinic;

c. Provide first aid kits to be used by the Concessioner at SUSA;

d. Provide Emergency Medical Services (EMS) such as trained professional EMS personnel, ambulance, and emergency evacuation services dispatched from KSC for injuries and medical emergencies that cannot be administered to by the SUSA nurse;

e. Provide CPR and first aid training to designated Concessioner personnel. Training is in accordance with all OSHA standards concerning bloodborne pathogens;

f. Permit the nurse stationed at SUSA to administer to Concessioner employees as relates to return to work status and minor work related illnesses at levels comparable to that provided by nurses at other KSC Occupational Health Facilities.

3.7 SECURITY

The remote location of the Kennedy Space Center makes it necessary for the Concessioner and KSC to provide security protection and traffic control services to SUSA and provide appropriate security operations to protect the visiting public and Government Property. The Government responsibilities will be provided in accordance with Part I, Article 17.

3.7.1 Concessioner Responsibilities

The Concessioner shall:

a. Develop and implement a detailed Security Plan in accordance with RRD PL-10;

b. Make available a dedicated area for use by the KSC-provided security officer(s) at SUSA. As a minimum, this area should be equipped with a desk, chair, and telephone;

c. Notify the KSC-provided security officer(s) or the NASA/KSC Protective Services office, when security assistance beyond the Concessioner's capability is required;

d. Provide tour vehicle radio channel #2 capabilities to KSC security personnel for immediate response to emergencies;

e. Provide SUSA interface for the KSC alarm system;

f. Provide visitor parking control and internal security protection.

3.7.2 Government Responsibilities

The Government will:

a. Provide a marked patrol car(s) and uniformed law enforcement officer(s) to patrol the parking lot and to occasionally conduct foot patrols of the SUSA grounds. Security coverage will be provided during all hours of operation at SUSA;

b. Provide immediate response to incidents at SUSA (e.g., suspicious activities, thefts, and traffic accidents) and provide motorist and pedestrian assistance;

c. Provide one uniformed officer for SUSA annual attendance up to three million tour visitors. An additional officer (for a total of two) will be provided should annual attendance projections exceed three million tour visitors as based on Concessioner's projections.

3.8 COMPLIMENTARY VISITOR SUPPORT SERVICES

The Concessioner shall provide certain complimentary services for the benefit and convenience of SUSA visitors. These services, as a minimum, shall include the following:

a. Wheelchairs at SUSA and other special equipment and support services as required by the ADA for visitors with disabilities;

b. A lost and found service which includes secure storage and a tracking log. Property lost or abandoned at SUSA shall be disposed of by the Concessioner in accordance with the applicable provisions of the laws of the State of Florida. The Concessioner, before undertaking to dispose of such property, shall make diligent effort to locate the owner of such property;

c. Assistance for disabled private vehicles, including providing a battery jump, a sufficient amount of fuel to get the visitor to a service station, and telephoning for towing service;

d. An ATM machine;

e. Acceptance of major credit cards for tickets, food, and souvenirs;

f. Emergency on-site medical service in accordance with 3.6;

g. Kennel boarding of pets for all visitors requesting such service. Disposable water bowls shall be made available for visitor's pets. The kennels shall be cleaned and hosed down on a daily basis and sprayed weekly for fleas and other pests.

3.9 MISCELLANEOUS SERVICES

The Concessioner shall:

a. Operate the parking facilities at SUSA and, during all periods of heavy traffic flow, position adequate parking attendants to safely direct the ingress and egress of vehicular traffic;

b. Prior to each day's opening of SUSA to the public, hoist for proper display (in the order indicated) the flags of the United States, the State of Florida, and the National Aeronautics and Space Administration. Lowering of the flags shall be in the reverse order and accomplished at dusk. Flags shall be replaced when worn or faded. In the theaters or special ceremonies requiring flag displays, the NASA flag shall always be displayed with the United States flag in accordance with NMI 1020.1H;

c. Provide postage stamps to the visitor at face value. Signage shall clearly indicate the location for postage stamp sales and U.S. mail drops;

d. Develop and implement a multi-lingual Exhibits guide to assist foreign visitors in understanding the Exhibits and presentations at SUSA. As a minimum, this guide shall be available in French, German, Italian, Japanese, Portuguese, and Spanish.

SECTION 4

TOUR OPERATIONS

4.0 TOUR OPERATIONS

This section describes the operational requirements to be satisfied by the Concessioner in providing public and special tours in support of the PVP and NASA Public Affairs.

The Concessioner, in carrying out the responsibilities and operations described in this section, must deliver a high quality tour experience which helps reinforce the NASA story and provides a positive visitor experience. Attention to the details of visitor comfort and convenience is essential.

4.1 SCOPE

To operationally support the Tour Program requirements identified in 2.2, the Concessioner shall conduct public and special group tours of the Kennedy Space Center and portions of the Cape Canaveral Air Station.

The Concessioner shall manage and operate Government-owned Property furnished in conducting tour operations. In addition, the Concessioner shall provide such supplemental capabilities as may be required to meet demand.

All tour operations conducted by the Concessioner are subject to safety, security, and operational constraints driven by KSC's primary mission. The Concessioner shall develop, recommend, and implement policies and procedures for flexible conduct of public and special tours in response to such constraints.

The Concessioner shall prepare and submit in accordance with RRD PR-1 a Tour Policies and Procedures Handbook.

4.2 TOUR SERVICES

The Concessioner shall offer and provide a variety of tour types oriented for general and special groups of visitors, including but not limited to the following:

a. General Public Tours
b. Student Education Tours
c. Special Group Tours
d. Launch Viewing Opportunities (LVO)

The Concessioner shall develop recommendations for additional types or variations of tour service. Any such recommendation shall include the visitor inputs and trends; proposed route, duration, and program emphasis; and an assessment of impacts on resources and KSC operations. If approved by the Contracting Officer, the Concessioner will be authorized to offer and provide additional tour services.

4.2.1 General Public Tours

The Concessioner shall offer, promote, and provide General Public Tours in accordance with approved charges and operating policies.

4.2.2 Student Education Tours

The Concessioner shall offer a specially-tailored Student Education Tour separate from the General Public Tour. Such tours shall be arranged for groups of 20 or more, provided reservations are made no later than 24-hours in advance. More than one group of students may be accommodated on a single tour provided they fall within the broad grade categories of Kindergarten through grade 3, grade 4 through grade 8, and grade 9 through 12. Adult chaperons are required as follows:

Group Size	Adult Chaperons
20	1
21 - 40	2
41 - 60	3
61 - 80	4

4.2.3 Special Group Tours

The Concessioner shall offer and provide tours for a variety of special groups, including, as a minimum, the following:

a. VIPs
b. NASA-sponsored
c. Visitors with disabilities
d. Charter buses

4.2.3.1 VIPs

The Concessioner shall provide, but shall not advertise or market, a personalized tour for individuals and small groups of up to 50 people. VIP tours for groups of more than 50 people may be given at the direction or approval of the Contracting Officer, or authorized representative. This service is to be provided as a direct augmentation to NASA's internal capabilities for touring special guests of the Center who would normally be considered VIPs.

This type of tour requires a dedicated vehicle, and a driver-escort to provide real-time commentary along the route and at the stops.

This type of tour shall be limited to no more than 10 per day, and shall be available only to visitors in one of the categories below:

a. NASA-directed, defined as those who are to be provided a tour under the terms and conditions Part I, Article 11C. The Concessioner shall support any NASA-directed tour which is identified at least 24-hours in advance. It is anticipated that an average of two tours per week will be required;

b. NASA-referred, defined as those who have contacted NASA directly with a request and have been referred to the Concessioner. At the discretion of the Concessioner, such individuals or parties may be provided a special tour in accordance with approved tour charges and operating policies;

c. Privately-requested, defined as those who have contacted the Concessioner directly, and in the judgment of the Concessioner warrant accommodation as VIPs. At the discretion of the Concessioner, such individuals or parties may be provided a special tour in accordance with approved tour charges and operating policies.

The Concessioner shall provide daily a 48 hour schedule of planned VIP tours in accordance with RRD RE-12.

4.2.3.2 NASA-Sponsored

The Concessioner shall provide driver, transportation and, if required, escort services to support special tours for NASA-sponsored groups. Examples of NASA-sponsored groups include, but are not limited to invited guests and Manned Flight Awareness groups. Such groups will be toured on dedicated vehicles, follow an itinerary prescribed or approved by the Contracting Officer, or authorized representative, and shall be accommodated in accordance with Part I, Article 11C.

4.2.3.3 Visitors with Disabilities

The Concessioner shall provide and ensure broad awareness of, special tour opportunities for visitors with disabilities. Such opportunities must be in conformance with the provisions of the ADA, and shall be provided at no additional charge above that which would be charged to any other visitor taking the General Public Tour.

This type of tour requires specially-equipped, and if necessary, dedicated vehicles. Drivers and/or escorts assigned to support specific disabled individuals or parties shall possess the necessary knowledge and skills to provide a comfortable and informative tour experience.

4.2.3.4 Charter Buses

Charter bus tours arranged in advance by their operators may become a type of special tour. The handling of such groups shall be addressed by the Concessioner in preparation of RRD PL-11 (reference 4.4.2).

4.2.4 Launch Viewing Opportunities (LVO)

At NASA's discretion the Concessioner shall offer a limited number of tickets to the general public for LVO. Total patronage for any LVO is currently limited to 1500 per event. The Contracting Officer, or authorized representative, may authorize or require changes to this limit.

4.3 TOUR ROUTES AND STOPS

Tour routes and designated stops are not fixed and will evolve over time as a result of the following:

a. Changes in visitor characteristics, preferences, and needs;

b. Availability of existing and new facilities;

c. Constraints imposed by changes in KSC safety, security, and operational requirements;

d. Changes in program emphasis.

The tour routes to be followed and the designation of stops to be made will be prescribed by the Contracting Officer, or authorized representative, following consultation with the Concessioner to assure a tour design that best serves the mission and objectives of the PVP and NASA.

4.3.1 Initial Routes and Stops

The Concessioner shall initially offer and provide general public tours and LVO's in a manner consistent with operations existing at the time of Agreement award.

Such operations shall normally consist of two tour opportunities (a "Red Tour" and a "Blue Tour") following prescribed routes and with designated stops. In addition, during peak visitation times, the Government may authorize a special "Combo" tour incorporating features of both standard tours, or authorize other deviations to accommodate peak crowds.

The Concessioner's implementation of new tour services, i.e., those described under the student education and special group categories above, shall use routes and designated stops as may be prescribed by the Government.

4.3.2 New Routes and Stops

The availability of new tour stops such as the Apollo/Saturn V Center and those of the "New PVP" program will fundamentally alter existing tour routes and operations.

In anticipation of this facility or any future tour stops becoming available, the Concessioner shall be responsible for developing and recommending to the Government a new general public tour route or routes which include as a minimum, unless otherwise approved by the Contracting Officer, these KSC stops: Apollo/Saturn V Center, Pads A and B, and the Crawler Transporter Maintenance Facility; and on the Cape Canaveral Air Station, the Complex 5/6 blockhouse which supported America's first manned space flight and the Mission Control Center used for Project Mercury and Project Gemini.

The implementation of approved new routes and stops shall coincide with the availability of the new visitor facilities.

In support of student education and special group tours, the Concessioner shall continue to use the existing Pad A/B tour stop, when it is available, and other stopping points designated by the Contracting Officer, or authorized representative.

4.3.3 Future Routes and Stops

The Concessioner shall propose future tour routes and stops as an element of overall Master Planning as described in Section 5. A Review Panel shall be responsible for recommending, to the Contracting Officer any modifications or improvements to existing or contemplated tour routes.

4.4 OPERATING REQUIREMENTS

4.4.1 Initial Operation of Public Tours

The Concessioner shall initially operate the General Public Tours in essentially the same manner as is in place at the time of Agreement award. Such initial operations shall be governed by the following requirements:

a. Tour transportation departing from SUSA shall begin no later than 30 minutes after the opening of SUSA to the visiting public, and shall continue until 2 hours prior to closing, including periods when the Government has authorized extended hours of operation;

b. Visitors shall be assigned a specific departure time for the tour option they have selected;

c. Total tour duration shall be 1.5 to 2 hours, consisting of such routes and stops as are then defined and approved by the Government.

4.4.2 New Operation of Public Tours

With the opening of the Apollo/Saturn V Center, the Concessioner shall be responsible for implementing a new operational approach to General Public Tours. This approach will be guided by the following:

a. Tour transportation departing from SUSA should begin no later than 30 minutes after the opening of SUSA to the visiting public, and should continue until 2 hours prior to closing, including periods when the Contracting Officer has authorized extended hours of operation;

b. Tour departure times should not be assigned, and a visitor's ticket should be valid for use at any time during the day up until the last advertised departure time. Tour departure opportunities should be available every 15 minutes;

c. Visitors disembarking at the Apollo/Saturn V Center should be free to remain at this stop for as long as they wish, up until 1 hour prior to the scheduled closing of SUSA;

d. The visitor should be offered the opportunity to complete a tour in approximately 1 hour, or to remain on the tour circuit all day;

e. In preparation for closing, the Concessioner should dispatch transportation as necessary to collect remaining visitors at the Apollo/Saturn V Center and return them to SUSA.

The Concessioner shall prepare and submit a plan in accordance with "New Approach to Operating the General Public Tour" (RRD PL-11). The draft plan shall be submitted for review and comment no later than 3 months prior to the anticipated availability of the Apollo/Saturn V Center.

4.4.3 Operation of Student Education Tours

To the extent possible, the Student Education Tours shall be operated to keep student groups segregated from the General Public Tour to provide an experience tailored to the interests and needs of the students.

The Kindergarten through 3rd and 4th through 8th grade Student Education Tours shall follow special itineraries provided or approved by the Contracting Officer, or authorized representative. The 9th through 12th grade students will follow the general public tour route.

4.4.4 Operation of Special Group Tours

4.4.4.1 Operation of VIP Tours

All VIP tour departure times and tour durations shall be assigned at the time such tours are arranged.

The itinerary for NASA-directed tours may include stops at the Pad A or Pad B parking lot, the SLF parking lot for viewing the Mate-Demate Device, and other specially-arranged facility visits as may be specified by NASA at the time the tour is scheduled and in accordance with operational constraints.

All VIP tours shall conform to an itinerary prescribed by the Contracting Officer or authorized representative.

4.4.4.2 Operation of NASA-sponsored tours

Requirements for NASA-sponsored tours can vary widely in terms of itinerary. The Contracting Officer, or authorized representative, may direct the Concessioner to pick-up or discharge groups at locations other than SUSA, inside or outside KSC boundaries.

If off-site pickup or discharge is required, it will be limited to the immediate local area, defined as being sites no further than 50 miles from SUSA.

All requirements for NASA-sponsored tours must be in accordance with Part I, Article 11. The Concessioner's support of NASA-sponsored tours shall not alter the Concessioner's obligation to deliver services to the general public as required by this Agreement.

The Concessioner shall accommodate and support any NASA-sponsored tour if arrangements have been made at least 1 week in advance of the support date.

4.4.4.3 Operation of Tours for Visitors with Disabilities

The Concessioner shall operate tours for visitors with disabilities in conformance with ADA and the following requirements:

a. For groups of disabled visitors, an appropriately trained and skilled escort shall be assigned to accompany the group on a General Public Tour. Accommodations shall be made to ensure that such a group may remain together so that all in the party may benefit from the presence of the escort. If the group is sufficiently large, or has unique needs, a dedicated vehicle and driver-escort shall be used to support their tour;

b. Visitors with disabilities, and their immediate accompanying party, shall be offered accommodation on the General Public Tour. If it is their desire to tour in a separate vehicle, an appropriately trained driver-escort shall be provided to drive the visitor's vehicle, if it is properly equipped and insured, or operate a specially-equipped SUSA vehicle.

4.4.5 Operation of Launch Viewing Opportunities

Operation of LVO's shall be subject to the same constraints as all other traffic movements in the hours preceding a scheduled launch. Departure of LVO patrons from SUSA shall take place no later than 90 minutes prior to the scheduled launch.

Access to designated viewing sites will be via special Public Affairs placards.

4.4.6 Tour Commentary

On the General Public Tour and Student Education Tour, prerecorded tour commentary shall be provided enroute to designated tour stops to enhance the visitor's experience during transit time and communicate NASA's story. The driver shall operate automated equipment to play the appropriate audio tracks for the group being toured.

For Special Group Tours, live commentary shall be provided by trained and knowledgeable escorts in lieu of the prerecorded programs.

4.4.7 Tour Operations Control Center (TOCC)

The Concessioner shall operate a TOCC to command and coordinate the safe and efficient use of tour resources.

The TOCC shall serve as the point of communications for all tour vehicles in the field and support personnel stationed at designated tour stops.

At all times that tour operations are active, the TOCC shall be staffed and shall be under the direction of a manager authorized to commit and allocate resources as required to assure the safe and efficient operation of the tours, and to promptly respond to any emergency situation which may arise.

The Concessioner shall post daily advisories in the TOCC for drivers, noting operational constraints and activities of interest. The TOCC shall also be used to communicate in real time, to drivers on tour, information about unexpected or new operational constraints.

A relief vehicle, of adequate capacity, shall be promptly dispatched when any vehicle on a tour route has become disabled.

Until such time that scheduled departures are eliminated as a result of transitioning to new tour operations, the Concessioner shall assure that ticketed passengers are scheduled, boarded and dispatched on a tour in a timely manner.

When waiting times to board a tour vehicle are anticipated to exceed 1 hour, the Concessioner shall advise visitors to reserve the earliest tour opportunity by purchasing their tickets on arrival, and shall suggest program opportunities for use of their time prior to tour departure.

After the phasing out of scheduled departure times, the Concessioner shall assure that ticketed passengers are boarded and dispatched on a tour in an orderly manner with a wait of no more than 15 minutes from the time they enter a vehicle boarding queue. During periods of peak demand, if such wait times cannot be met, the Concessioner shall advise visitors of the expected wait for departure.

The Concessioner shall be responsible for accurately forecasting expected visitor volumes so that an appropriate number of buses and drivers are scheduled for service each day.

4.4.8 Mobile Communications

The Concessioner shall be responsible for assuring that two-way communications are maintained with every tour vehicle in service. This requirement will be initially satisfied by use of the existing two-way radio net and associated Government furnished equipment.

All radio operations must conform with applicable Federal Communication Commission (FCC) regulations and KMI 2570.IC. The Concessioner shall obtain the appropriate FCC license to operate the equipment hereunder. The minimum required communications equipment and operating parameters include:

a. A Base Station at the TOCC with sufficient power for a 25-mile range under less than optimum conditions;

b. Mobile Transceivers, 25-Watt minimum, in each permanent tour fleet vehicle, maintenance vehicle, and supervisory vehicle;

c. Portable Transceivers (hand-held type), which have a clip-on antenna and can be powered from a clip-on to the vehicle battery for use on temporary or supplemental buses.

4.5 PERSONNEL REQUIREMENTS

The Concessioner shall provide drivers, escort/commentators, and support personnel as may be required to perform the requirements for conducting tours. Drivers and escort/commentators shall have a high degree of interaction with the visiting public. In addition to all other qualifications and work requirements, drivers and escort/commentators shall be appropriately trained in visitor relations and KSC and its operations.

The Concessioner shall address this requirement in its Training Plan (RRD PL-2) and shall be responsible for assuring that all tour employees interacting with the public deliver courteous, professional service to the visitor, and understand their role in providing a quality experience for the visitor.

4.5.1 Tour Vehicle Drivers

The Concessioner shall assure and be responsible for providing the Contracting Officer, or authorized representative, with satisfactory evidence that all tour vehicle operators are properly licensed, trained, and otherwise qualified to operate the motor vehicles to which they are assigned.

All drivers of tour buses are required to have a valid Class B license with a passenger carrying endorsement, and shall be required to comply with all applicable Federal and State of Florida regulations, and with prescribed health and safety standards.

The Concessioner shall hire and retain only those drivers who maintain an unencumbered driver's license (license without restriction codes C or D). The Concessioner shall issue directives embodying appropriate and essential requirements of Chapter III, Title 49, Code of Federal Regulations, and as further implemented by the State of Florida, Department of Transportation. All documents pertaining to bus driver qualifications shall be submitted to the Contracting Officer, or authorized representative, for approval prior to issuance and shall be auditable as to compliance.

The Concessioner shall submit before use all proposed pre-employment procedures and documents used to assess and document driver qualifications, experience, and safety record RRD PR-2.

The Concessioner shall, at least every 6 months, check all drivers' licenses to verify there have been no changes. The Concessioner shall also require drivers to promptly report any changes to their license status.

Drivers must pass an initial and annual physical examination as provided for in Part I, Article 17.

The minimum work requirements of drivers shall be:

a. Safely operate tour vehicles;

b. Operate the installed or portable equipment required to play prerecorded tour commentary;

c. Adhere to approved tour routes and assure that the programmed commentary is appropriate to the route traveled;

d. Keep the interior of the buses free of debris, and to pick up noticeable trash at the tour stops;

e. Answer public queries to the extent of their knowledge, and refer visitors to other sources for further information;

f. Use the bus radio system (in accordance with applicable rules and regulations) or tour stop telephones to report to the TOCC accidents, incidents, or the need for emergency assistance (e.g., medical, security or bus replacement);

g. Use the bus public address system to make any announcements required to comply with NASA safety procedures and manage emergency situations;

h. At all tour stops, as necessary, operate elevators; assist the disabled; preclude patrons from entering controlled areas; operate automated audio-visual and electrical/mechanical equipment; report the malfunction of equipment;

i. Strictly adhere to instructions regarding operational constraints, and observe roadblocks, directional signage, or any other controls or restrictions.

4.5.2 Escorts/Commentators

The Concessioner shall provide personnel with the appropriate knowledge of KSC facilities and operations, and skills to serve as escort/commentators in support of:

a. Special Group Tours;

b. Charter groups touring the Center in their own vehicle.

Any escort/commentator assigned to individuals or groups with disabilities shall have communications skills appropriate to the group being toured.

A qualified driver may also serve the function of escort/commentator, provided they possess the knowledge and skills, and can perform both jobs safely, acting as a personal tour guide for the group as well as the operator of the tour vehicle.

4.6 TRANSPORTATION REQUIREMENTS

The Concessioner shall be responsible for managing and operating a transportation system which fully supports the requirements for providing the various tours specified in this section.

This transportation system shall consist of Government-owned/ Concessioner-operated vehicles as provided herein, and such other supplemental vehicles as may be required to meet the demand of current and projected visitation by the general public, and to meet the unique demands of special tours as covered by the scope of this Agreement.

The Concessioner may conceive, recommend, and, if approved by NASA, implement an alternative transportation system which meets the requirements of this section.

All transportation used must provide visitors with a safe, reliable, and comfortable mode of transit between SUSA tour stops. In addition, such transportation must provide for clear, maximum viewing of the exterior terrain and facilities enroute, and must be equipped with state-of-the-art equipment for the highest quality delivery of recorded commentary.

Conspicuous "No Smoking" signs shall be posted in every vehicle used in the tour operations.

4.6.1 Government-Furnished Vehicles

The Concessioner shall be responsible for managing and operating the Government-furnished buses, consisting of 15 Neoplan double-decker buses seating 105 passengers each; five Neoplan double-decker buses seating 79 passengers each; one Neoplan double-decker bus seating 98 passengers; one Neoplan Metroliner bus equipped to handle four wheelchairs and 29 passengers; and one van equipped to handle one wheelchair and five passengers.

The Government will also furnish (TBD) Neoplan Metroliners seating 49 passengers each; one Neoplan Metroliner bus equipped to handle 4 wheelchairs and 29 passengers.

The Concessioner shall be responsible for providing any additional vehicles required.

4.6.2 Base Fleet Vehicles

The number of vehicles in the Base Fleet, which includes the Government-furnished vehicles, must be sufficient to accommodate average, daily visitor volumes during nonpeak periods of tourism. All Base Fleet vehicles must be permanently stationed at SUSA and may not be driven off KSC except as otherwise provided in this Agreement.

The Concessioner shall develop a plan for operating the Base Fleet, project requirements for supplemental vehicles or Base Fleet expansion, and describe an approach for satisfying total tour transportation requirements in an annual Tour Transportation Operations Plan in accordance with RRD PL-12.

4.6.3 Supplemental Vehicles

The Concessioner shall be responsible for forecasting total anticipated vehicle needs required to meet both normal and peak-period volumes, and to provide supplemental capabilities as required to satisfy actual demand without lowering service standards.

Subcontracting arrangements for providing supplemental capabilities to augment the Base Fleet shall be clearly identified in the Tour Transportation Operations Plan, and shall show whether supplemental vehicles will be permanently stationed at SUSA, temporarily stationed at SUSA, or provided on an on-call basis from off site. The plan shall also clearly define the responsibilities for maintenance of supplemental vehicles to be rented on a short-term basis.

The following constraints and standards shall apply to the Concessioner's use of supplemental vehicles:

a. Supplemental vehicles shall be used only when all serviceable Base Fleet vehicles are in use and supplemental vehicles are required to accommodate additional tour patrons. Supplemental vehicles shall be withdrawn from use as Base Fleet vehicles become available, so that a supplemental vehicle is in service only when a Base Fleet vehicle is not available to accommodate patrons in accordance with service standards;

b. Short-term rental vehicles need not have a like-new appearance but shall be reliable, safe, clean, and comfortable. Vehicles need not be painted alike, inside or out;

c. Forward-facing suburban type seats are preferred but not required;

d. With the concurrence of the vehicle owner, the Concessioner shall affix to supplemental vehicles non-permanent identifying numbers and signage bearing the NASA Kennedy Space Center's Spaceport USA logo. Such signage is to be as consistent with that of the Base Fleet as practical;

e. Buses must be equipped with a public address system and shall be outfitted, as practical, with an installed or portable audio system to support prerecorded tour commentary.

4.6.4 Fleet Expansion and Replacement

Recommendations to expand the number of vehicles comprising the Base Fleet, or to replace existing vehicles in the Base Fleet, shall be identified by the Concessioner in the Tour Transportation Operations Plan along with supporting data to justify the capital outlay.

Funding for Base Fleet expansion and replacement shall come from the accrued deposits, or Concessioner Capital Investment advances to the Transportation Fund, or to any other manner negotiated and definitized under this Agreement.

All recommendations for new vehicle acquisitions shall include the Concessioner's plan for competitive procurement, unless such acquisition is to be made through GSA. Proposed specifications shall be consistent with the following general standards:

a. Tour vehicles must be appropriately configured for sightseeing, conform to applicable state and federal laws and regulations (emission controls, etc.), and must equal or exceed that equipment used for normal tour operations conducted by major commercial tour companies;

b. Tour vehicles must be equipped with a reliable public address system and a state-of-the-art audio system for presenting prerecorded commentary, with a speaker system which delivers consistent quality sound regardless of where a passenger is seated. The public address system is to be configured to allow the driver to override the automated audio system for voice output, with a capability for the driver to manually adjust speaker volume;

c. Tour vehicles must have reliable heating and cooling systems capable of maintaining interior temperatures with the windows closed throughout the tour trip that will provide a comfortable environment in all passenger locations;

d. For buses, all seats must face forward, be nonreclining, suburban sightseeing type, and be spaced to assure passenger comfort;

e. Tour vehicles must have large, lightly tinted windows, for maximum viewing and picture taking;

f. All like vehicles in the Base Fleet must be painted alike, inside and out, and in colors and a marking scheme which meets with the prior approval of the Contracting Officer or authorized representative;

g. Signage that contains the NASA Kennedy Space Center's Spaceport USA logo shall be required on each vehicle in the permanent Base Fleet. The size and style of lettering and the color scheme shall be in conformance with NHB 1430.2, "The Manager's Guide to NASA Graphics Standards." Corporate logotypes shall not be permitted;

h. Tour vehicles may be new or used, but no used vehicle will be acquired unless its condition has been fully evaluated to the satisfaction of the Contracting Officer, or authorized representative, and it has been inspected and found to be acceptable;

i. Future SUSA transportation needs, including acquisition of new buses, shall be in accordance with Executive Orders 12844, Federal Use of Alternate Fuel Vehicles, and 12759, Federal Energy Management.

The Contracting Officer reserves the right to direct the Concessioner to acquire replacement or additional vehicles for the Base Fleet, using funds from the Transportation System Reserve Fund, if in the Contracting Officer's judgment, such acquisitions are in the best interests and service of the PVP.

4.6.5 Future Transportation System

The following factors, among others, will shape the requirements for a future transportation system to support tour operations:

a. Future visitor volumes;

b. Considerations of long-term cost tradeoffs between capital investment and operating expenses;

c. Assuring minimal environmental and operational impacts on KSC;

d. Developments in energy supply and transportation technology;

e. Contribution to a positive visitor experience.

The Concessioner shall address these factors, and any others as may be appropriate to the evaluation and master planning of the future transportation infrastructure required to support continued operation of the PVP.

Such transportation requirements and alternatives for meeting them shall be addressed in the Kennedy Space Center Spaceport USA Comprehensive Master Plan (RRD PL-13) as described in 5.2.

SECTION 5

DEVELOPMENT

5.0 DEVELOPMENT

This section describes the Concessioner's roles and responsibilities to support the overall planning, procurement, design, construction, and activation functions required for the orderly growth and development of SUSA and supporting infrastructure.

The facilities and Exhibits of SUSA shall be designed and developed to communicate the NASA story to the visiting public and contribute to creating a positive visitor experience.

Project planning for SUSA shall include the integration of shows, Exhibits, and facilities to assure a more satisfying and informative visitor experience while encouraging cost-effective planning.

5.1 SCOPE

The Concessioner shall support the planning, development, and implementation of a wide range of improvements required to accomplish the mission and objectives of the PVP.

Funding for the projects to be carried out under this section will come from improvement accounts, Special Funds, Concessioner Capital Investment in the form of advances to any of the existing accounts or any other accounts negotiated and definitized under this Agreement, or other funding sources established in accordance with terms and conditions specified in Part I, Special Provisions.

The Concessioner shall annually submit, in accordance with RRD RE-13, a projection of anticipated deposits, earnings for the various improvement accounts, Special Funds, and any other fund sources identified in Part I, Special Provisions. Such projections, coupled with uncommitted account balances, will form the basis for identifying projected availability of funds in the funding plan.

The Government will determine, for each project, the approach to planning and implementation for each phase in accordance with the following options. The Concessioner shall accept and support the selected implementation approach as directed by the Contracting Officer.

a. Government-reviewed, defined as the Concessioner having the responsibility to procure and manage all design, construction, and related services to implement the project subject to required Government reviews and approvals;

b. Government-directed, defined as the Concessioner having the responsibility to procure services in accordance with a workscope defined by the Government. The Contracting Officer will provide technical direction to the Concessioner through a designated Government official acting as a Technical Representative. All formal technical direction will be given to the Concessioner, who shall assure that such direction does not alter the negotiated scope of services. If, to satisfy the Government's requirements, there is a need to change the subcontract, the Concessioner shall issue a change order;

c. Government-managed, defined as the Government having responsibility to procure and manage all design, construction, and related services to implement the project. The Concessioner shall, as directed by the Contracting Officer, transfer funds from the designated improvement account to fund the required Government commitments. The Concessioner shall provide support to the Government as appropriate.

5.2 MASTER PLANNING

The Concessioner shall plan the orderly growth and development of SUSA and supporting infrastructure.

Within 30 days of the effective date of this Agreement, the Concessioner shall initiate detailed discussions with Government Technical Representatives to definitize the scope and conceptual content of the proposed improvements to SUSA food service and souvenir sales facilities, and the improvements which will comprise the proposed "New Public Visitor Program."

The Concessioner shall perform all required research and analysis, and in joint discussions with the Government, identify goals, objectives, and requirements for the general renovation and upgrade of the Public Visitor Program which will be documented in a Project Report, which will be submitted to the Contracting Officer or authorized representative for review and approval.

Within 90 days of the effective date of this Agreement, the Concessioner shall deliver to the Government a draft initial revision of the Spaceport USA Comprehensive Master Plan which incorporates the mutually agreed to projects to be funded with Concessioner Capital as provided in Part I, Article 5-C, and any other improvements targeted for the first five years of this Agreement. A final initial revision of the Spaceport USA Comprehensive Master Plan shall be published by the Concessioner no later than 120 days after the effective date of this Agreement.

The Concessioner shall be responsible for developing, maintaining, and, at intervals of every 5 years unless otherwise directed by the Contracting Officer, updating the Kennedy Space Center Spaceport USA Comprehensive Master Plan, in accordance with RRD PL-13.

The Concessioner shall ensure that all planning activities are consistent with:

a. The Government's overall requirements for land use and operations on the Kennedy Space Center and Cape Canaveral Air Station;

b. Supporting and contributing to the mission and objectives of the PVP;

c. Compliance with all applicable statutory and regulatory requirements for protection of the environment and for accommodation of visitors with disabilities.

The Concessioner shall, in accordance with RRD DA-1, provide required inputs regarding facilities planning information and real property documentation.

5.3 PROJECT PLANNING

This section identifies the Concessioner's roles and responsibilities in support of project planning related to facilities, Exhibits, and transportation.

Facility projects include, but are not limited to, new construction, modifications, site work, installation or replacement of Collateral Equipment, and generally any work involving real property.

Exhibit projects include, but are not limited to, displays, audio-visual presentations, show productions, and all associated equipment, scripts, visuals, and structural support.

Transportation projects include, but are not limited to, the systems required to transport visitors between the various SUSA facilities.

The Government shall be the owner, and have unrestricted rights to use all data, specifications, drawings, creative products, studies, and any other products generated as a result of the activities described in this section. It shall be the responsibility of the Concessioner to ensure that all Concessioner subcontracts include appropriate clauses to implement this requirement (reference Part I, Article 22).

5.3.1 Definition of Requirements

The Concessioner shall support the Government in the identification and definition of:

a. Facility projects required to maintain or upgrade existing facilities and infrastructure, implement the development program outlined in the SUSA Comprehensive Master Plan, and provide new capabilities required by the Government to meet the needs of the PVP;

b. Exhibit projects required to communicate information concerning NASA's activities and the results thereof, implement the development program outlined in the master plan, and provide new capabilities required by the Government to accomplish the objectives of the PVP;

c. Transportation projects required to expand or replace existing tour vehicles and support systems in accordance with the master plan, Tour Transportation Operations Plan (reference RRD PL-12), and provide new capabilities required by the Government to meet the needs of the PVP.

The Concessioner shall compile and submit proposed projects for NASA approval. The submittal of candidate facility projects shall be in accordance with RRD RE-14.

In addition, the Concessioner shall identify the need for other projects as may be necessary to address unexpected requirements or opportunities.

5.3.2 Project Approval

Except as otherwise provided by the terms of Part I, Article 5C, the Government reserves the right to make the final determination as to which projects will be implemented, and will provide the Concessioner with an approved funding plan which identifies all approved projects, their assigned priority, authorized funding level and source. These determinations and approvals by the Contracting Officer will be based upon the input and recommendations of a Review Panel, which shall assure joint consideration of both the Government's and Concessioner's interests and concerns.

The Government will prepare, with Concessioner input, a Project Implementation Plan (NASA Form 1509 and Form 1510) for each approved facility project. The Concessioner shall input by submitting for each approved facility project the data described in RRD PL-14.

The Concessioner shall prepare a Project Implementation Plan for each approved exhibit project and transportation project in accordance with RRD PL-14, to define project phases, schedules, and estimated costs.

Any modifications to the projects, funding limitation, or priorities identified in the approved funding plan shall require the approval of the Contracting Officer.

5.3.3 Project Status Reports/Reviews

The Concessioner shall provide a detailed monthly Project Status Report on each approved project in accordance with RRD RE-15. The Concessioner shall support a monthly Project Status Review with appropriate personnel.

5.4 FACILITY PROJECTS IMPLEMENTATION

The Concessioner's responsibilities in support of project implementation are described in the following paragraphs for each project phase and are dependent upon the implementation approach selected by the Government.

The Contracting Officer will advise the Concessioner in writing of which implementation approach is to be followed. The Contracting Officer will then authorize the Concessioner to proceed upon a revalidation of the project requirements.

All design activity shall, except as shall be clearly non-applicable or exempted by the Contracting Officer, be in conformance with KSC-DE-512-SM, "Facility, System, and Equipment General Design Requirements."

All review comments will be documented on KSC Form 19-21, "Engineering Review Comments."

With regard to required environmental permits and closures, the Concessioner shall, for all Concessioner-procured projects, conform to the requirements identified in 1.2.3.

All designs for fire protection systems shall comply with NSS 1740.11 NASA Safety Standard for Fire Protection, KSC-STD-F-0004D Fire Protection Design, Standard For KSC, FED-STD-795 Uniform Federal Accessibility Standard, and all NFPA Codes. The designs shall comply with the most stringent criteria of the aforementioned documents. The Concessioner shall provide Operation and Maintenance Documentation to comply with KSC-STD-F0004D, Appendix A and GP-435, Vol. II, Facilities, Rev. B.

Design of new facilities, facility upgrades, and major renovations shall include a life-cycle cost analysis to show impact on operations and maintenance. It shall be a general design objective to minimize the cost impact to recurring operations and maintenance activities.

It shall also be a general design objective to incorporate, where practical, uses of NASA technology such that the facilities of SUSA themselves support the demonstration of methods for using space program technology.

5.4.1 Conceptual Design/Preliminary Engineering Report (PER)

For major new construction, or unique projects, the Contracting Officer, or authorized representative, may require preliminary conceptual studies and designs to explore alternative approaches or to refine the requirements prior to proceeding with final design and construction.

5.4.1.1 Government-Reviewed Conceptual Design/PER

For projects to be managed under the Government-reviewed implementation approach, the Concessioner shall:

a. Develop a Statement of Work;

b. Provide engineering services;

c. Unless otherwise specified by the Contracting Officer, or authorized representative, coordinate 30 percent, 60 percent, and 90 percent design and cost estimate reviews;

d. Deliver copies of all products generated.

The Concessioner shall submit the proposed Statement of Work to the Contracting Officer, or authorized representative, for review and approval.

The Concessioner shall involve the Government in the evaluation and selection of engineering support services subcontractors in accordance with Part I, Article 7.

The Concessioner shall deliver, in accordance with RRD DA-2, the required number of documents to support scheduled reviews, and shall at that time identify the time and location for the formal review. The Concessioner shall chair the formal review and ensure all review comments, documented or verbal, are addressed and a record made of proposed disposition.

5.4.1.2 Government-Directed Conceptual Design/PER

For projects to be managed under the Government-directed implementation approach, the Concessioner shall:

a. Use the Statement of Work developed by the Government to provide engineering services;

b. Negotiate change orders to subcontracts;

c. Review and comment at 30 percent, 60 percent, and 90 percent design reviews, which will be coordinated and scheduled with the Government;

d. Deliver copies of all products generated.

The Concessioner shall involve the Government in the evaluation and selection of engineering support services subcontractors in accordance with Part I, Article 7.

The Concessioner shall deliver, in accordance with RRD DA-2, the required number of documents to support scheduled reviews.

5.4.1.3 Government-Managed Conceptual Design/PER

For projects to be managed under the Government-managed implementation approach, the Concessioner shall:

a. Support a revalidation of the requirements prior to the Government proceeding;

b. Transfer required funding from the appropriate account, as designated by the Contracting Officer, to the Government account specified;

c. Review and comment at 30 percent, 60 percent and 90 percent design reviews, which will be coordinated and scheduled by the Government.

5.4.2 Final Design

Final project design shall consist of all drawings and specifications, special conditions, cost estimate, and any other required documentation.

Final design products shall also include, as applicable, power system analysis, spares analysis, system mechanical schematics, and electrical control documentation.

The Concessioner shall require subcontractors to deliver these items for the permanent possession of, and use by, the Government.

5.4.2.1 Government-Reviewed Final Design

For projects to be managed under the Government-reviewed implementation approach, the Concessioner shall:

a. Develop a Statement of Work;

b. Provide engineering services;

c. Unless otherwise specified by the Contracting Officer, or authorized representative, coordinate 30 percent, 60 percent, and 90 percent design and cost estimate reviews;

d. Deliver copies of all products generated (reference RRD DA-2);

The Concessioner shall submit the proposed Statement of Work to the Contracting Officer, or authorized representative, for review and approval.

The Concessioner shall involve the Government in the evaluation and selection of engineering services subcontractors in accordance with Part I, Article 7.

The Concessioner shall deliver in accordance with RRD DA-2, the required number of documents to support scheduled reviews, and shall at that time identify the time and location for the formal review. The Concessioner shall chair the formal review and ensure all review comments, documented or verbal, are addressed and a record made of proposed disposition.

5.4.2.2 Government-Directed Final Design

For projects to be managed under the Government-directed implementation approach, the Concessioner shall:

a. Use the Statement of Work developed by the Government to provide engineering services;

b. Negotiate change orders to subcontracts;

c. Review and comment at 30 percent, 60 percent, and 90 percent design reviews, which will be coordinated and scheduled with the Government;

d. Deliver copies of all products generated (reference RRD DA-2).

The Concessioner shall involve the Government in the evaluation and selection of engineering services subcontractors in accordance with Part I, Article 7.

The Concessioner shall deliver in accordance with RRD DA-2 the required number of documents to support scheduled reviews.

5.4.2.3 Government-Managed Final Design

For projects to be managed under the Government-managed implementation approach, the Concessioner shall:

a. Support a revalidation of the requirements prior to the Government proceeding;

b. Transfer required funding from the appropriate account, as designated by the Contracting Officer, to the Government account specified;

c. Review and comment at 30 percent, 60 percent, and 90 percent design reviews, which will be coordinated and scheduled by the Government.

5.4.3 Construction/Modification/Installation

For all projects authorized to proceed to the construction/ modification/installation phase, the Concessioner's responsibilities will be as described in the following paragraphs.

All Construction/Modification/Installation activity shall be in conformance with DE-P 525D, "Guidelines for Construction Management, Field Liaison, and Inspection of Construction/Fabrication/Installation Projects."

5.4.3.1 Government-Reviewed Construction/Modification/ Installation

For projects to be managed under the Government-reviewed implementation approach, the Concessioner shall:

a. Develop a procurement package, incorporating any special conditions required by the Government;

b. Solicit, evaluate, and award a subcontract subject to the Contracting Officer's consent;

c. Provide as required, engineering services to review and approve shop drawings, and support resolution of design issues;

d. Provide, as directed by the Contracting Officer, construction inspection services to assure that work is performed in accordance with approved drawings and specifications. At the Government's sole discretion, the Concessioner shall use Government-provided inspection services;

e. Participate in construction status meetings and in the final walk down inspection and punch list development;

f. Accept operations and maintenance responsibility in accordance with the terms and conditions of this Agreement.

In the development of a procurement package, the Concessioner shall solicit Government input for special conditions, including identification, if applicable, of the Government's role and authority in construction inspection.

All Concessioner-procured Construction/Modification/Installation subcontracts shall include a requirement for submittal of accurate as-built drawings, shop drawings, and vendor data upon completion of the project. Such submittals shall conform with GP-435, Engineering Drawing Practices, and shall be delivered to the Government for permanent record storage.

Government-provided construction inspection services shall be reimbursed from the improvement account or special fund designated by the Contracting Officer as required by Part I, Article 17.

If Government-provided construction inspection services are used, the Concessioner will be advised of any discrepancies, violations, or failure on the part of the subcontractor to perform work in accordance with approved drawings and specifications. The Concessioner shall require the subcontractor to resolve identified issues to the satisfaction of the Contracting Officer.

5.4.3.2 Government-Directed Construction/Modification/ Installation

For projects to be managed under the Government-directed implementation approach, the Concessioner shall:

a. Develop a procurement package, incorporating Government-approved or furnished drawings and specifications, special conditions, and any other unique requirements, including the requirements for as-built drawings and vendor data;

b. Solicit, evaluate, and award a subcontract subject to the Contracting Officer's consent;

c. Provide as directed by the Contracting Officer engineering services to review and approve shop drawings, and support resolution of design issues under the technical direction of the Government;

d. Participate in construction status meetings and in the final walk down inspection and punch list development;

e. Accept operations and maintenance responsibility in accordance with the terms and conditions of this Agreement.

The Government will furnish construction inspection services to assure that work is performed in accordance with approved drawings and specifications. Government-provided construction inspection services shall be reimbursed from the improvement account or special fund designated by the Contracting Officer.

The Concessioner will be advised of any discrepancies, violations, or failure on the part of the subcontractor to perform work in accordance with approved drawings and specifications. The Concessioner shall require the subcontractor to resolve identified issues to the satisfaction of the Contracting Officer as required by Part I, Article 17.

5.4.3.3 Government-Managed Construction/Modification/ Installation

For projects to be managed under the Government-managed implementation approach, the Concessioner shall:

a. Transfer required funding from the appropriate account, as designated by the Contracting Officer, to the Government account specified;

b. Participate in construction status meetings and in the final walk down inspection and punch list development;

c. Accept operations and maintenance responsibility in accordance with the terms and conditions of this Agreement.

5.5 EXHIBIT PROJECTS IMPLEMENTATION

The responsibilities of the Concessioner for support in the conceptualizing, developing, and implementing of exhibit design and show production projects and any resulting facility modifications are defined in the following paragraphs.

The Contracting Officer will advise the Concessioner in writing of the selected implementation approach.

A general design objective shall be the incorporation of state-of-the-art technology and techniques, which in turn provide for maximum ease of maintenance, durability, and automation of operations. The use of proprietary equipment, programs, musical scores, etc., shall be incorporated in accordance with Part I, Article 22, only after written approval of the Contracting Officer.

All Exhibits and audio-visual productions designed and developed for use at SUSA shall be copyrighted in accordance with Part I, Article 22. It is desirable that Exhibits and audio-visual productions display the NASA insignia. Concessioner or corporate logotypes may be used only with written approval of the Contracting Officer.

The Government will furnish audio-visual production equipment which may be used by the Concessioner to support in-house development and production of new and updated programs.

When the definition of requirements for new Exhibits capabilities involves the design, development, construction, or modification of permanent structures and/or support buildings, the facilities portion will be treated as a facility project and shall be implemented in accordance with 5.4.

5.5.1 Design and Development

Unless otherwise specified by the Contracting Officer, or authorized representative, a preliminary design study shall be conducted on all exhibit design projects to determine the best approach to be used for each subject and/or area of interest. Preliminary scripts with descriptive text of planned visuals are recommended for audio-visual presentations developed for use in the PVP. For major audio-visual productions, story boards shall be developed to define each sequence of the production.

Final project design shall consist of all exhibit design drawings, specifications, schematics, scripts, storyboards, special conditions, cost estimates, and other associated documentation.

Final project documentation shall include equipment schematics, spares recommendations, suppliers documentation and suggested maintenance requirements.

5.5.1.1 Government-Reviewed Design/Development

For Exhibits/presentation projects to be managed under the Government-reviewed implementation approach, the Concessioner shall:

a. Develop the Statement of Work;

b. Provide design and development services;

c. Unless otherwise specified by the Contracting Officer, or authorized representative, coordinate preliminary design, interim design, and final design reviews of all Exhibits; and as pertains to audio-visual productions, rough draft, first revision, second revision, and final script (and storyboards when required);

d. Incorporate into the SUSA Exhibits and Audio-Visual Library (reference 3.5.1) all products generated, including final versions of all audio-visual productions with copies available upon request.

The Concessioner shall submit the proposed Statement of Work to the Contracting Officer, or authorized representative, for review and approval.

The Concessioner shall involve the Government in the evaluation and selection of design and production studios when used as subcontractors in accordance with Part I, Article 7.

The Concessioner shall deliver the required number of scripts, rough-cuts or documents when required to support scheduled reviews, and shall at that time identify the time and location for the formal review. The Concessioner shall chair the formal review and ensure all review comments are documented and recorded.

5.5.1.2 Government-Directed Design/Development

For projects to be managed under the Government-directed implementation approach, the Concessioner shall:

a. Use a Statement of Work developed by the Government to provide exhibit design and audio-visual production services;

b. Negotiate subcontract change orders;

c. Review and comment at preliminary design, interim design, and final design reviews of all Exhibits; and as pertains to audio-visual productions, rough draft, first revision, second revision, and final script (and storyboards when required). Reviews will be coordinated and scheduled with the Government;

d. Incorporate into the SUSA Exhibits and Audio-Visual Library all products including final versions of all audio-visual production with copies available upon request.

The Concessioner shall involve the Government in the evaluation and selection of design and production studios when such services are subcontracted in accordance with Part I, Article 7.

5.5.1.3 Government-Managed Design/Development

For projects to be managed under the Government-managed implementation approach, the Concessioner shall:

a. Support revalidation of the requirements prior to the Government proceeding;

b. Transfer required funding from the appropriate account, as designated by the Contracting Officer, to the Government account specified;

c. Review and comment at preliminary design, interim design, and final design reviews of all Exhibits; and as pertains to audio-visual production, rough draft, first revision, second revision, and final script (and storyboards when required). Reviews will be coordinated and scheduled by the Government;

d. Incorporate into the SUSA Exhibits and Audio-Visual Library, all products provided by the Government.

5.5.2 Fabrication and Installation

5.5.2.1 Government-Reviewed Fabrication/Installation

For projects to be managed under the Government-reviewed implementation approach, the Concessioner shall:

a. Develop a procurement package incorporating any special conditions required by the Government;

b. Solicit, evaluate, and award a subcontract subject to Contracting Officer concurrence;

c. Provide, as required, support services to review and approve shop drawings, and support resolution of design issues;

d. Participate in project implementation status meetings and in the final inspection of the exhibit/production;

e. Accept operation and maintenance responsibility in accordance with the terms and conditions of this Agreement.

5.5.2.2 Government-Directed Fabrication/Installation

For projects to be managed under the Government-directed implementation approach, the Concessioner shall:

a. Use the procurement package developed by the Government to evaluate and award a subcontract subject to Contracting Officer concurrence;

b. Negotiate subcontract change orders as required by the Government;

c. Provide, as required, support services to review and approve shop drawings and support resolution of design issues;

d. Participate in project implementation status meetings and in the final inspection of the exhibit/production;

e. Accept operation and maintenance responsibility in accordance with the terms and conditions of this Agreement.

The Concessioner shall involve the Government in the evaluation and selection of subcontractors in accordance with Part I, Article 7.

5.5.2.3 Government-Managed Fabrication/Installation

For projects to be managed under the Government-managed implementation approach, the Concessioner shall:

a. Transfer required funding from the appropriate account, as designated by the Contracting Officer to the Government account specified;

b. Participate in project implementation status meetings and in the final inspection of the exhibit/production;

c. Accept operation and maintenance responsibility in accordance with the terms and conditions of this Agreement.

5.6 TRANSPORTATION PROJECTS IMPLEMENTATION

The Concessioner's responsibilities in support of identifying, procuring, and placing into service new transportation capabilities to replace or expand existing resources, are described in the following paragraphs. These responsibilities are dependent upon the implementation approach selected by the Government.

The Contracting Officer will advise the Concessioner in writing of which implementation approach is to be followed and will, as appropriate, authorize the Concessioner to proceed upon a revalidation of the project requirements.

5.6.1 Conceptual Studies

If the Contracting Officer determines that a conceptual study is required to better define requirements prior to acquiring new transportation capabilities, the procedures and responsibilities described in 5.4.1 shall apply.

5.6.2 Facility Interfaces

When the definition of requirements for new transportation capabilities involves the design, development, construction, or modification of permanent structures and/or support buildings, the facilities portion of the new capabilities will be treated as a facility project and shall be implemented in accordance with 5.4.

5.6.3 Vehicle/Systems Acquisition

The acquisition of new vehicles to replace or expand existing capabilities and, as may be required, the acquisition of transportation support systems, shall be supported by the Concessioner as required by the directed implementation approach.

All vehicle acquisitions must, as a minimum, meet the standards set forth in 4.6.4.

5.6.3.1 Government-Reviewed Vehicle/Systems Acquisition

For projects to be managed under the Government-reviewed implementation approach, the Concessioner shall:

a. Develop proposed specifications for review by the Government and request proposals in response to Government-approved specifications;

b. Award a subcontract subject to the Contracting Officer's consent;

c. Inspect vehicles and systems at the time of delivery to assure conformance with required specifications;

d. Accept operations and maintenance responsibility in accordance with the terms and conditions of this Agreement.

5.6.3.2 Government-Directed Vehicle/Systems Acquisition

For projects to be managed under the Government-directed implementation approach, the Concessioner shall:

a. Prepare a request for proposals based upon specifications furnished by the Government;

b. Involve the Government in the evaluation of responses and award a subcontract subject to the Contracting Officer's consent in accordance with Part I, Article 7;

c. Coordinate a joint inspection of vehicles and systems at the time of delivery to assure conformance with required specifications;

d. Accept operations and maintenance responsibility in accordance with the terms and conditions of this Agreement.

5.6.3.3 Government-Managed Vehicle/Systems Acquisition

For projects managed under the Government-managed implementation approach, the Concessioner shall:

a. Support a revalidation of the requirements prior to the Government proceeding;

b. Transfer required funding from the appropriate account as designated by the Contracting Officer to the Government account specified;

c. Support, at the time of delivery, the Government's inspection and acceptance of the furnished products;

d. Accept operations and maintenance responsibility in accordance with the terms and conditions of this Agreement.

SECTION 6

MAINTENANCE

6.0 MAINTENANCE

Except as otherwise specified in this Agreement, the Concessioner shall be responsible for maintaining all SUSA facilities, systems, equipment and property, including Government-occupied areas and any new facilities, systems, equipment and property which may be provided by the Concessioner, or by the Government during the term of this Agreement.

This responsibility is further defined by the following functions:

a. Custodial maintenance
b. Pavements and landscape maintenance
c. Facilities maintenance
d. Exhibits displays and audio-visual equipment maintenance
e. Transportation systems maintenance

The Concessioner shall be responsible for providing the capabilities and resources for planned support of all requirements in any functional areas contained herein, and shall be prepared to support real time requirements 24-hours per day, 7 days per week.

The Concessioner shall develop and provide maintenance plans as defined in RRD PL-15 and PL-17. These plans shall address all facilities, systems, Exhibits, equipment, and transportation to which the Concessioner has assigned maintenance responsibility as described in this Statement of Work.

The Concessioner shall perform, during non-visiting hours, all maintenance activities which could create a risk or hazard to the visiting public. The activities shall be identified in the Maintenance Plan (RRD PL-15).

The Concessioner shall collect statistical data and records, perform maintenance engineering analyses, track maintenance costs, and assure effectiveness of overall maintenance. The Concessioner shall perform analyses including cost studies on maintenance, refurbishment, and replacement comparisons. The Maintenance Plan shall be implemented to assure optimum operation for assigned facilities, systems, Exhibits, equipment, and transportation, while minimizing impact to all operations.

The Concessioner shall prepare, or use existing maintenance procedures for all Government-furnished and Concessioner-acquired systems, facilities, Exhibits, and equipment. Preventative maintenance shall be performed to prevent deterioration to the point where a major refurbishment project is required to restore a system or facility. Equipment needs shall be assessed annually with the Contracting Officer, or authorized representative.

The Government will inspect serviced areas to assure compliance with prescribed standards. Such inspection shall include:

a. A visual review of scheduled work for compliance;

b. Joint inspections by the Government and a Concessioner representative to assure compliance. Deficiencies will be reviewed by the Government and brought to the attention of the Concessioner for appropriate and timely remedial action.

Inspection deficiencies shall be corrected by the Concessioner and ready for reinspection by the Government within a 24-hour period. The Concessioner shall document whatever corrective actions were taken, with such documentation to be made available to the Contracting Officer, or authorized representative, upon request.

The Concessioner shall perform, as part of an on-going maintenance activity, policing of all facilities, grounds, parking lots, paved areas, etc., to assure that SUSA is aesthetically pleasing to the visiting public.

The Concessioner shall establish a recycling program which includes, at a minimum, collection of white paper, computer print-outs, cardboard, and oil. The program shall be defined in the Maintenance Plan (RRD PL-15).

The Concessioner shall provide all maintenance required for this section in accordance with applicable Federal, State, County and KSC regulations and procedures.

6.1 CUSTODIAL MAINTENANCE

The Concessioner shall be responsible for custodial and related services at SUSA in all food service areas, restrooms, theaters, exhibit areas, souvenir shops, offices, storage areas, and warehouses, shops, and trailers. The services vary depending on the use of the facility.

The Concessioner shall perform the custodial services specified herein in a professional manner that meets high standards of quality and all facilities shall be maintained in a clean and nonhazardous condition.

6.1.1 Services

The Concessioner shall provide as a minimum, the following:

a. Floordressing; sweeping; washing and/or cleaning of walls, window blinds, windows and glass, lobby and entrance ways, door and wall grilles, rugs and carpets; trash removal from the buildings and trailers including placing and securing trash neatly in suitable containers and off-site trash disposal;

b. Stocking and maintaining all restroom dispensers at all times;

c. Providing experienced custodial supervision for each shift of custodial services;

d. Directing, scheduling, and coordinating all custodial services and functions to accomplish the work as specified;

e. Inspecting the work performed.

6.1.1.1 Work Shifts

Custodial services are required 7 days per week. Work shifts shall be scheduled to accomplish requirements to the standards as specified in Appendix 3, "Custodial Cleaning Standards, Classes and Frequencies." The Concessioner shall accomplish major cleaning requirements during hours that will not interfere with SUSA operations.

6.1.1.2 Classes and Frequency of Cleaning Services

Functional areas are designated by class and within each class the frequency of service may vary. As a minimum, the type of cleaning required and frequency are contained in Appendix 3. There are six different classes of facilities/ areas:

Class 1 - Food Service areas
Class 2 - Restrooms
Class 3 - Theaters, exhibit areas, and souvenir shops
Class 4 - Offices and trailers
Class 5 - Permanent tour stops
Class 6 - Warehouses, storage areas, and shops

6.1.1.3 Clean-up

All custodial equipment, supplies, work areas, and machines shall be cleaned and secured at the end of each work shift in locations assigned for this purpose. Cleaning solutions and contaminated cloths, mops, and brushes shall be properly handled in accordance with KHB 8800.7A and related references. All dirt and debris shall be disposed of daily at the completion of each work shift. Only empty trash barrels will be allowed to remain in the janitorial closets or storage areas at the end of the work shift. Other debris shall be deposited in the proper trash collection containers.

6.1.1.4 Safety

The Concessioner shall not permit placing or use of mops, brooms, or any equipment in traffic lanes or other locations that will create safety hazards. Warning signs for wet or slippery floor areas caused by cleaning or refinishing operations shall be properly placed in such a manner that they are visible to others entering the

area. The Concessioner shall be responsible for establishing and observing sound industrial safety practices in accordance with other provisions of this Agreement including proper display of Material Safety Data Sheets (MSDS) per 29 CFR Part 1910.1200.

6.1.1.5 Training

The Concessioner shall provide training that maintains and updates the employees knowledge of the use of custodial equipment and/or cleaning materials. The Concessioner shall also assure that employees receive required training per 29 CFR Part 1910.1030, "Occupational Exposure to Bloodborne Pathogens," and 40 CFR 265.16, "The Protection of Environment."

6.1.1.6 Miscellaneous

The Concessioner shall be responsible for other functions including:

a. Reporting all malfunctioning electrical power, plumbing, doors, windows, etc;

b. Responding to emergency trouble calls on all shifts, (e.g., water leaks, spillages, inclement weather conditions, visitor problems).

6.2 PAVEMENT AND LANDSCAPE MAINTENANCE

The Concessioner shall be responsible for the maintenance of all SUSA pavement, landscaping, pest control, and outdoor areas including fixtures and furnishing.

6.2.1 Pavement

The Concessioner shall maintain all paved surfaces for vehicles and pedestrian traffic safe and free of defects. Parking areas shall be clearly marked. Handicap parking and pedestrian walk areas shall be clearly defined. The Concessioner shall provide adequate and proper signage throughout the SUSA parking area to assist visitors in locating appropriate parking areas, for cars, RV's, motorcycles, buses, and handicapped parking. Maintenance areas include, but are not limited to:

a. Concrete and asphalt surfaces,(e.g., parking lots, walkways, roads, patios);

b. Pavement fixtures, (e.g., tables, benches, flag poles, railings, barriers).

Cleaning of trash from all paved areas shall be accomplished on a daily basis, and mechanical sweeping of the parking areas on a monthly basis.

The Concessioner shall assure all road, parking spaces, curbs, and walkways are properly striped.

The Concessioner shall respond to emergency trouble calls during operating hours, (e.g., spills, visitor problems, emergency clean-ups).

6.2.2 Landscape

The Concessioner shall maintain the landscaping within the defined boundaries of SUSA. Procedures and quality control practices shall be as customary within the landscaping industry and acceptable to the Contracting Officer, or authorized representative. Maintenance services include, but are not limited to:

a. Edging, mowing, fertilizing, raking, and irrigation of grassed areas;

b. Trimming, pruning, fertilizing, and irrigating of shrubs and trees;

c. Removal and replacement of grass, trees, and shrubs as required;

d. Pest control, (e.g., insects, fungi, weeds, rodents);

e. Ditch maintenance;

f. Seeding or sodding of grassed areas as needed.

6.2.3 Safety

Visitor area maintenance operations requiring mechanical equipment such as mowing, edging, trimming, etc., shall be scheduled during non-visitor hours. All maintenance vehicles shall be operated in a safe manner. Travel by these vehicles through the visitor areas during hours of operation shall be restricted to the movement of tools and equipment necessary to perform maintenance that cannot be accomplished during off hours.

6.2.4 Training

The Concessioner shall provide all necessary training to maintain and update the employees' knowledge of the use of pavement and landscaping equipment, fertilizers, chemicals, and pesticides. The Concessioner shall also assure that lawn ornamental pesticide applicator operators receive required training and certifications, licenses and recertifications as administered by the Florida Department of Agriculture and Consumer Services and controlled by the Florida Pesticide Law (Chapter 487) and the Florida Pesticide Control Law (Chapter 482).

6.3 FACILITIES MAINTENANCE

The Concessioner shall assure that all SUSA facilities, systems, equipment and property are maintained and repaired as necessary to effectively satisfy the performance of this Agreement and support the mission and objectives of the PVP.

The Concessioner shall maintain and, as necessary, repair SUSA facilities, systems, equipment and property at a level consistent with good industrial practices and acceptable to the Government. The work shall involve day-to-day maintenance and repair jobs, and the planning necessary to accomplish long range maintenance and repair or replacement. These responsibilities shall include, as a minimum, the following:

a. Electrical
b. Carpentry
c. Masonry
d. Painting
e. Plumbing
f. Heating, Ventilation and Air Conditioning (HVAC)
g. Refrigeration
h. Roofing Systems
i. Elevators

The Concessioner shall repair or replace worn or otherwise defective items. This does not include specific items of equipment or work for which the Government is responsible as stated in 6.3.2 and 6.3.3.

The Concessioner shall ensure that facilities are operated and maintained efficiently to conserve energy and potable water. The Concessioner shall maintain usage records.

The Concessioner shall be responsible for the obtaining of required permits and the proper operation and maintenance of required facilities. The Concessioner shall maintain such records and drawings as are necessary to demonstrate that the facility(s) perform within the parameters of the permit and such regulations as pertain to it.

6.3.1 Facility Assessment

The Concessioner shall develop and implement an annual facility condition assessment program to provide early visibility of long-range maintenance and repair requirements.

At least 20 percent of the SUSA facilities shall be assessed each year. The results of the assessments shall be documented and available for review by the Contracting Officer, or authorized representative.

As a minimum, the assessment shall provide a characterization of the facility's condition, identification of maintenance and repair requirements, and definition of any major structural repairs or renovations which should be submitted for consideration as a facility project in accordance with 5.3.

6.3.2 Facility Maintenance Requirements

6.3.2.1 General

Main electrical circuit breakers at the facility substations shall not be operated without prior approval of the Base Operations Contractor (BOC) Duty Officer.

Available as-built drawings will be provided to the Concessioner who shall furnish revised reproducible as-builts to the Contracting Officer, or authorized representative, when facilities are modified or changed as a result of work required by this Section.

All work shall be performed in accordance with the Southern Building Code except that where applicable, the National Electrical Code shall take precedence over the Building Code for electrical work.

All cleaning and detergent materials which are disposed of through Government-provided sewage treatment facilities shall be biodegradable.

Extensions, additions or modifications to electrical, mechanical, water, or HVAC systems shall be made by the Concessioner in accordance with approved facility project plans.

6.3.2.2 Government-Provided Services

Services to be provided by the Government in accordance with Part I, Article 17, are as follows:

a. Replacement of any 13.2 KV substation equipment, complete sewage treatment plant, and potable water interface valves;

b. Pump/clean grease traps in food preparation areas;

c. Inspection of all equipment and facilities on a quarterly basis and testing of all safety equipment as identified by the Concessioner or by the Government. This is in addition to and does not relieve the Concessioner of inspection requirements;

d. Storage and retrieval of as-built drawings;

e. Maintenance of the SUSA fire alarm system, fire suppression equipment, and fire suppression systems;

f. Maintenance of utilities and structures of joint occupancy tour stops;

g. Maintenance of the security alarm system equipment;

h. Maintenance and operation of the sewage collection/treatment system and disposal of its effluent and residues.

6.3.2.3 Utility Interfaces

As-built drawings which show the locations of the potable water, 13.2 KV electrical interfaces, sanitary sewer, and natural gas supply are shown in Part IV, Attachment 5, "Utility Interfaces." These interfaces and the Concessioner's responsibilities are as follows:

a. Potable water: The Concessioner shall maintain, repair, and operate the potable water system on the downstream side of the interface valves. The Concessioner shall also operate the valves that supply the following facilities:

(1) Spaceport USA - Interface shall be at valves VIC-1 and VIC-14;

(2) Apollo/Saturn V Center Interface shall be at the isolation valves located within five feet of the exterior of the building. Two service lines will be provided (one 3-inch line and one 2 1/2-inch line). Reference Apollo/Saturn V Center Design Package, Drawing No. 79K33791 Sheets P1.10 and P1.12.

b. Electrical: The Concessioner shall operate, maintain and repair the electrical systems on the load side of the feeder circuit breakers within the switch gear. Both BOC and the Concessioner may operate the circuit breakers as required by each. The Concessioner shall inform the BOC Duty Officer prior to operation of any substation circuit breakers.

c. Sanitary sewage: The Concessioner shall be responsible for maintaining facility sewers to a point "5 feet outside the building." The remainder of the collection system including manholes, lift stations and piping shall be the responsibility of the Government. Electrical interface for lift stations and treatment plant shall be the circuit breakers or disconnect switches at these locations. All grease traps shall be construed to be the Government's responsibility and within the collection system regardless of their physical location;

d. Natural gas supply: The Concessioner shall be responsible for planning, designing, implementing, and maintaining the distribution of natural gas downstream of the local utility-provided gas meters located at SUSA. Initial development and construction of the distribution infrastructure shall be funded and performed in accordance with Section 5 of the Statement of Work. On-going maintenance shall be performed by the Concessioner in accordance with this section of the Statement of Work.

6.3.3 Division of Responsibility for KSC Tour Route Stops

Maintenance and repair responsibilities for tour route stops located within the operation areas of KSC will be divided between the Government and the Concessioner as follows:

6.3.3.1 Engineering Development Laboratory (exhibit portion of former Flight Crew Training Building)

The Government will:

a. Provide electrical power for overall building, and maintain power distribution system;

b. Provide water and maintain water distribution system;

c. Maintain HVAC system for entire building;

d. Maintain exterior lighting for overall building, sidewalks, and parking lot;

e. Maintain roof system for entire building;

f. Perform major repair, renovations, and replacements of structural systems, to include walls, ceilings, doors, windows, floors, etc;

g. Maintain exterior of entire building;

h. Maintain fire protection system for entire building;

i. Provide/maintain portable toilets.

The Concessioner shall:

a. Maintain electrical distribution system and all associated apparatus in exhibit portion of building, to include lighting systems. Distribution system, as used herein, is the load side of the distribution panel serving electrical apparatus;

b. Maintain structural systems in exhibit portion of building, to include walls, doors, windows, ceilings, floors, etc. This includes minor repairs, servicing, repainting, etc.;

c. Maintain structures and systems specifically installed to accommodate the visiting public, to include hand rails, ramps, canopies, etc.

6.3.3.2 OPF Tour Stop, MSS Parking Site, and Pads A and B

The Government will provide all maintenance at these sites, including installation and maintenance of temporary lights when required and providing and maintaining portable toilets.

6.3.3.3 Pad A/B Tour Stop

The Government will:

a. Provide electrical power and maintain electrical systems, to include lighting;

b. Install and maintain temporary lighting, such as is used during the year-end holiday season;

c. Provide/maintain portable toilets.

The Concessioner shall maintain structures and systems specifically installed to accommodate the visiting public, to include hand rails, ramps, canopies, etc.

6.3.3.4 Saturn V Tour Stop (VAB location)

The Government will:

a. Provide electrical power to site and exterior lights;

b. Provide/maintain portable toilets.

The Concessioner shall:

a. Maintain fenced enclosure and hand rails;

b. Maintain structures and installed systems within enclosure and those structures in the immediate area which are part of the Saturn V exhibit;

c. Maintain electromechanical systems associated with exhibit structures;

d. Maintain and replace flood lights as necessary.

6.3.3.5 Apollo/Saturn V Center (including Banana Creek Viewing Site)

The Government will:

a. Maintain the bleachers, restrooms, and related facilities reserved for VIP viewing use on launch days;

b. Pick up and remove trash after use of the site for launch attempts;

c. Provide all required utilities for the VIP viewing site.

The Concessioner shall:

a. Maintain the Apollo/Saturn V Center building and grounds;

b. Provide all required utilities for the Apollo/Saturn V Center building;

c. Maintain the permitted stormwater system for the Apollo/Saturn V Center and Banana Creek Viewing Site in accordance with the permit conditions and provide for all inspections and reports associated with said system.

6.4 EXHIBITS, DISPLAYS, AND AUDIO-VISUAL EQUIPMENT MAINTENANCE

The Concessioner shall perform the exhibit maintenance services necessary to assure all Exhibits, displays, and audio-visual equipment (reference 3.1 and 3.5) are maintained in operating condition, clean and free of hazards.

The Concessioner shall be responsible for the accomplishment of Exhibits, displays, and audio-visual equipment maintenance, repair, and related services at SUSA. The Concessioner shall develop an Exhibits Maintenance and Inspection Plan in accordance with RRD PL-17. As applies to this section, cleaning of Exhibits and displays is considered a function of maintenance. Services required shall vary depending on the exhibit, the equipment, and the location.

The Concessioner shall provide for the repair and maintenance of the associated equipment, display items, and Exhibits.

6.4.1 Work Shifts

The Concessioner shall provide maintenance of Exhibits, display items, and audio-visual equipment 7 days per week. Work shifts shall be scheduled to assure proper operation of the Exhibits, display items and audio-visual equipment during all hours of operation.

6.4.2 Maintenance and Repair

The Concessioner shall:

a. Maintain an in-house capability to provide first line maintenance and repair of electronics equipment;

b. Maintain an in-house capability to provide first line maintenance of all display items, exhibit cabinetry, signs, and other related items;

c. Safeguard from theft and deterioration all equipment received for installation or removed from service;

d. Perform preventative maintenance to assure all equipment is reliable. The Concessioner shall conform to all manufacturers recommendations and take into consideration any abnormal usage or conditions.

6.4.3 Remedial Maintenance and Repair Documentation

The Concessioner shall establish Exhibits remedial maintenance procedures and document these procedures in the Exhibits Maintenance Inspection Plan in accordance with RRD PL-17. The Concessioner shall prepare and submit an Exhibits Maintenance Status Report in accordance with RRD RE-17.

6.4.4 Unique Exhibits

Displays at SUSA include NASA art and historically significant space flight hardware that is irreplaceable. The deterioration of these items due to improper and incomplete maintenance could eventually result in their complete loss. The Concessioner shall develop and implement a comprehensive maintenance, inspection and repair plan in accordance with RRD PL-17 to preserve these National Artifacts in the best condition possible.

6.4.5 Clean-Up

The Concessioner shall ensure all maintenance and repair work areas and equipment are cleaned and secured at the end of each work shift. The storage and handling of hazardous materials and solutions used to clean Exhibits and associated equipment shall be in accordance with KHB 8800.7A.

6.4.6 Training

The Concessioner shall provide training for Exhibits maintenance employees to maintain and update their knowledge. This training shall include existing and new equipment.

6.4.7 Inspections

The Concessioner shall daily inspect and review Exhibits, displays, and audio-visual equipment operations. The Concessioner shall identify and correct deficiencies as needed to assure proper operation. The Concessioner shall maintain a log of the deficiencies and shall make it available for Contracting Officer, or authorized representative, review upon request. Such inspections shall include as a minimum:

a. Inspections at the beginning of each day prior to opening to the public. Deficiencies shall be corrected, if possible, prior to SUSA's opening to the public;

b. Additional inspections conducted at mid-day and late afternoon;

c. A visual review of each exhibit for damages to cabinetry, improper function of equipment, failed equipment, and unacceptable image quality as pertains to posters, photographs and poor audio quality.

Joint inspections shall be scheduled and conducted.

6.5 TRANSPORTATION SYSTEMS MAINTENANCE

The Concessioner shall have total maintenance and repair responsibility for the base vehicle fleet and permanent or leased supplemental vehicles, regardless of whether the maintenance and repair is accomplished at the SUSA Bus Maintenance Facility or elsewhere.

6.5.1 Vehicle Maintenance Standards

The Concessioner shall maintain all SUSA vehicles in operable condition, regardless of age or amount of use. All vehicles shall be complete, properly adjusted, and capable of performing their intended functions. The following standards will apply: Engines must run smoothly and produce the manufacturer's rated horsepower and be within Federal, State, local, or manufacturer's emission standard, whichever is the most stringent; Heaters and defrosters must produce adequate heat with minimum delay; Air conditioners must provide adequate cooling. Windows are required to open and close without undue force. Doors must operate properly and close securely. Oil and grease seals shall not leak excessively. Brakes must stop the vehicle smoothly and safely. All lights shall be operable and respond to controls. Steering and suspension are to be within the vehicle manufacturer's specifications.

Except for short-term rental vehicles, interior and exterior appearance shall be maintained in a like-new condition, free of rust, odors, faded or marred paint, and damaged upholstery.

6.5.2 Maintenance Requirements

The Concessioner shall ensure that all maintenance and repair work is professionally diagnosed, and repairs and/or adjustments are competently performed. The Concessioner shall ensure all vehicle and vehicle components meet the original manufacturer's specifications and the Federal and State standards for air quality and safety.

The quality of all work performed to maintain and repair vehicles, vehicle components, or subassemblies shall adhere to the standards stated or referenced herein and in the manufacturer's or other Contracting Officer approved commercial service manual. In the event of a conflict between any standard specified herein and the manufacturer's or other commercial standard, the higher standard shall prevail.

Maintenance of tour vehicles shall be accomplished in a manner that assures a 92 percent or higher fleet availability during periods of peak tour demand. Overall fleet availability may drop below this percentage during reduced tour demand but shall not affect tour operations.

a. Daily Servicing: The Concessioner shall provide and/or make available services necessary for normal day-to-day vehicle operation. The vehicle operator shall be responsible for performing operator inspections. The

Concessioner shall ensure that vehicles are cleaned at least daily, including washing the exterior and cleaning interior upholstery and surfaces. Windows shall be cleaned as required to assure viewing is not marred by dirt, dust or smudges.

b. Minor Maintenance: The Concessioner shall provide or make available minor maintenance items, such as windshield wiper blades, fuses, radiator caps, etc. which may be obtained and installed by the vehicle operator or servicing individual.

c. Preventative Maintenance: Preventative maintenance inspection for buses shall be performed each 5,000 miles of operation, or at intervals not to exceed 60 days, whichever occurs first. Preventative maintenance for other vehicles shall be performed in accordance with manufacturers recommendations. All vehicle defects identified in the course of performing such inspection shall be corrected to ensure applicable operating standards are maintained. The program shall include all levels of maintenance. At the time preventative maintenance is performed each vehicle shall be inspected to ensure that braking systems, hoses and belts are in safe operating condition; that all electrical systems are functioning properly; that exhaust and emission systems are free from leaks; that suspension systems contain no apparent defects; and tires appear adequate to provide service until the next scheduled inspection. Servicing shall include lubrication, changing engine oil and filters, and ensuring that all fluid levels (brakes, power steering, coolant, etc.) are at a safe operating range in accordance with manufacturer's specifications.

d. Repairs: The Concessioner shall be responsible for performing or making available the repairs necessary to maintain all vehicles in mechanically operable and damage-free condition.

e. Routine Repairs: The Concessioner shall provide for routine repairs of vehicles including, but not limited to, the following: batteries, exhaust systems, wheel alignments, wheel balances, air conditioning systems, electrical, ignition and charging systems, fuel and carburetor systems (gasoline and diesel), brake systems (air and hydraulic), suspension systems, steering and power assist systems, radiator and cooling systems, starter and solenoid systems, emission control systems, upholstery repair and body adjustments.

f. Major Repair: The Concessioner shall provide for major repairs and maintenance of vehicles including, but not limited to, the following: Engine overhaul or exchange; transmission replacement or rebuilding; engine bearing, crank shaft, camshaft, and fly wheel or timing gear/chain replacement.

g. Disabled Vehicle Repairs: The Concessioner shall provide for repairs to vehicles in service which become disabled or furnish towing within 1 hour after breakdown is reported to the TOCC.

h. Body and Glass Repair: The Concessioner shall make available repairs for vehicle body damage and glass breakage. Replacement glass will be of equal quality or better (shaded glass replaced with shaded glass, a windshield with an antenna will be replaced with an identical windshield) than the original equipment. Used parts may be installed only when approved by the Contracting Officer, or authorized representative, on a case by case basis. Vehicle body repair shall be performed as required to assure that vehicles are free of rust.

i. Tire Replacement: The Concessioner shall furnish, maintain, and replace tires in accordance with the standards provided in Appendix 4. Unless otherwise provided, vehicles shall not be returned from maintenance without tire replacement if there is reasonable doubt that the requirements of that Attachment have been met.

j. Cannibalization of Vehicles: The Concessioner shall not cannibalize Government vehicles or vehicle components without authorization of the Contracting Officer, or authorized representative. Parts or components removed from one vehicle and installed on another must be replaced within one working day after receipt of the new part or component.

k. Painting of Vehicles: The Concessioner shall perform painting of vehicles as required to assure that all tour vehicles have a like-new appearance.

6.5.3 Maintenance and Repair Documentation

The Concessioner shall:

a. Prepare a Work and Inventory Control System to document all repairs required and traceability of all parts required to repair or maintain the vehicles;

b. Document on Concessioner-furnished repair orders, all repairs and maintenance performed. Copies of Concessioner performed and subcontractor and commercial repair invoices shall be documented and retained by the Concessioner and shall be made available for review by the Contracting Officer, or authorized representative, upon request;

c. Safeguard from theft and deterioration all equipment received for installation and/or removed from the Government fleet. The Concessioner shall maintain written records for each vehicle that fully account for all modifications performed or accessory equipment received, installed, and removed from the vehicle fleet. The records shall indicate the date equipment was received by the Concessioner, the date and identification number on which the equipment was installed, the date and identification number from which the equipment was removed, and the date and to where the equipment was returned to the Government;

d. Within 10 calendar days following the expiration or termination of this Agreement, forward all vehicle records required by this Agreement as directed by the Contracting Officer.

6.5.4 Vehicle Modifications, Installation & Removal of Equipment

Prescribed herein are the minimum specifications that the Concessioner shall apply when installing, maintaining, removing, and storing Government-owned accessory equipment, or performing vehicle modifications. The Concessioner shall maintain or have maintained all such installed accessory equipment or modifications in operable condition, regardless of age or amount of use.

a. Installation: Bodies and accessories are to be installed in accordance with the manufacturer's installation procedures and, where appropriate, with the chassis manufacturer body builder layout. Before proceeding with any installation, the Concessioner shall verify that the body or equipment is designed to fit the vehicle chassis specified, provides the proper weight distribution, and presents a satisfactory appearance (including being painted to match the vehicle color). The Concessioner shall keep a copy with other vehicle records of the manufacturer for each model or equipment installed. Caution plates/decals shall be conspicuously installed for all modifications or accessory equipment requiring such notices.

b. Removal: Prior to removal, the Concessioner shall check the operation and appearance condition of the body/equipment. If the equipment is to be reinstalled, the appropriate repair and reconditioning is to be accomplished prior to reinstallation. Vehicles from which accessory equipment are removed shall be restored to original configuration. Removal shall be performed in the most effective manner to provide the least damage to the vehicle and accessory. If the equipment is not reinstalled, the Concessioner shall track the item until properly dispositioned.

c. Performance Time: When directed by the Contracting Officer, the Concessioner shall, prior to performing any vehicle modification or installation or removal of accessory equipment, provide an estimate of the time required and cost of performing the anticipated work. The Contracting Officer reserves the right to direct the Concessioner to have such work performed by others when in the best interests of the Government.

6.5.5 Transportation Quality Control

The Concessioner shall conduct a transportation quality control program. The program shall be documented in the Transportation Quality Control Plan in accordance with RRD PL-18.

6.5.6 Safety Inspections

The Concessioner shall perform all safety, emission, and other inspections as required by Federal, State, or local laws and regulations.

APPENDIX 1

REPORTING REQUIREMENTS DOCUMENTS (RRD)

DOC NO.	REPORTING REQUIREMENT DOCUMENTS INDEX	FREQUENCY	DISTRIBUTION AFTER APPROVAL	SOW REFERENCE
	PLANS		CODE	
PL-1	Management Plan	Initial + Updates	OP-OSO-A, PA-VCB	1.1
PL-2	Training Plan	Initial + Updates	OP-OSO-A, PA-VCB	1.2.1
PL-3	Safety and Health Plan	Initial + Updates	OP-OSO-A, PA-VCB, RT-SOE-3, MD-MED	1.2.2
PL-4	Environmental Management Plan	Initial + Updates	OP-OSO-A, PA-VCB, DE-EMO, MD-MED-P	1.2.3
PL-5	Risk Management Plan	Initial + Updates	OP-OSO-A, PA-VCB	1.2.5
PL-6	Public Relation Program Plan	Initial + Updates	OP-OSO-A, PA-VCB	2.3
PL-7	Sponsored PVP Activities Program Plan	Initial + Updates	OP-OSO-A, PA-VCB	2.5
PL-8	Food Management Plan	Initial + Updates	OP-OSO-A, PA-VCB, IM-FST-F, MD-MED	3.2.1
PL-9	Emergency Medical Plan	Initial + Updates	OP-OSO-A, PA-VCB, MD-MED	3.6.1a
PL-10	Security Plan	Initial + Updates	OP-OSO-A, PA VCB, IM-SPF	3.7.1a
PL-11	New Approach to Operating General Public Tour	Initial + Updates	OP-OSO-A, PA-VCB	4.4.2
PL-12	Tour Transportation Operations Plan	Initial + Annual	OP-OSO-A, PA-VCB	4.6.2
PL-13	Kennedy Space Center Spaceport USA Comprehensive Master Plan	Initial + Updates	OP-OSO-A, PA-VCB, DF-FSO	5.2
PL-14	Project Implementation Plan	As Required	OP-OSO-A, PA-VCB, DF-PMO	5.3.2
PL-15	Maintenance Plan	Initial + Updates	OP-OSO-A, PA-VCB, IM-FFO-A	6.0
PL-16	Emergency Preparedness Plan	Initial + Updates	OP-OSO-A, PA-VCB, IM-FPS-A	1.2.6
PL-17	Exhibits Maintenance and Inspection Plan	Initial + Updates	OP-OSO-A, PA-VCB	6.4
PL-18	Transportation Quality Control Plan	Initial + Updates	OP-OSO-A, PA-VCB, IM-FFO-A	6.5.5
PL-19	Labor Relations Plan	Initial + Updates	OP-OSO-A, PA-VCB, HM-WIO	1.2.7
PL-20	Phase-out Plan	Initial + As req'd	OP-OSO-A, PA-VCB	1.6
	PROCEDURES			
PR-1	Tour Policies and Procedures Handbook	Initial + Updates	OP-OSO-A, PA-VCB	4.1
PR-2	Pre-Employment Assessment of Driver Qualifications	Due 15 days prior to May 1, 1995	OP-OSO-A, PA-VCB	4.5.1
PR-3	Complimentary Tickets and Showings	Initial + Updates	OP-OSO-A, PA-VCB	3.4.3

	REPORTS			
RE-1	Safety Inspection Report	Annual + As req'd	PA-VCB, RT-SOE-3, OP-OSO-A	1.2.2a
RE-2	Safety Statistics Record	Monthly	PA-VCB, RT-SOE-2	1.2.2f
RE-3	Reporting of Mishaps	As required	PA-VCB, RT-SOE-2	1.2.2g
RE-4	Pollution Incident Report	As required	PA-VCB, MD-MED-P	1.2.3f
RE-5	Financial Reports	Monthly/Annual	OP-OSO-A, PA-VCB, AC	1.3.5
RE-6	Visitor Data Report	Weekly	PA-VCB	2.3.2.4a
RE-7	Visitor Profile Report	Quarterly	PA-VCB	2.3.2.4b
RE-8	NASA Art Inventory Report	Initial + Updates	PA-VCB	2.6d
RE-9	Personnel Reporting	Monthly/Annual	OP-OSO-A, PA-VCB	1.5
RE-10	Report of Government-Owned/Contractor-Held Property	Annual	AC-FMD, OP-MSO-P	1.3.4
RE-11	(Reserved)			
RE-12	48-Hour Schedule of VIP Tours Report	Daily	PA-VCB	4.2.3.1
RE-13	Projected Account and Fund Earnings Report	Annual	PA-VCB	5.1
RE-14	Proposed Projects Report	As required	PA-VCB, DF-PMO	5.3.1
RE-15	Project Status Report	Monthly	PA-VCB, DF-PMO	5.3.3
RE-16	(Reserved)			
RE-17	Exhibit Maintenance Status Report	Monthly	PA-VCB	6.4.3
RE-18	Annual Summary of Visitation to SUSA Report	Annual	PA-VCB	2.3.2.4
RE-19	PVP Recommended Improvements Report	As required	PA-VCB	2.3.2.3e
	DATA			
DA-1	Facilities Planning Information	As required	PA-VCB, DF-PMO	5.2
DA-2	Facility Projects Design Documentation	As required	PA-VCB, DF-PMO	5.4.1.1

PLANS and PROCEDURES INSTRUCTIONS

Form and detailed content of the following plans and procedures shall be discussed after award; however, format will generally be at the Concessioner's discretion. Documents are to be assembled in single loose-leaf binders and divided into appropriate sections, with each page of each element bearing a revision letter and date. With each update to any element, change pages shall be furnished with the appropriate revision letter and date for replacing the corresponding pages of the baseline document.

Unless otherwise specified, plans and procedures shall be submitted in draft form to the Contracting Officer for NASA review forty-five (45) calendar days after the first day of the Concession Agreement period of performance. Adequacy of the document shall be based on a review of the content for compliance with the referenced document. Submission in final form to the Contracting Officer for NASA approval shall be made within fifteen (15) calendar days after receipt of Government comments. Final distribution to appropriate NASA organizations shall be made after Contracting Officer approval. Plans and procedures shall be reviewed annually and updated as necessary.

PLANS

PL-1 MANAGEMENT PLAN (ref SOW 1.1)

This plan shall define the overall approach to implementing the Public Visitor Program (PVP) and accomplishing the requirements laid out in the Agreement for the management and operation of the Kennedy Space Center's Spaceport USA.

As a minimum, the following shall be addressed:

1. Concessioner's organizational structure, including functional responsibilities;

2. Description of the Concessioner's internal operating procedures;

3. Approach to allocating available SUSA resources and resolving conflicts;

4. Interfacing with NASA and other organizations, including the Review Panel structure and function;

5. Concessioner's financial approach to satisfying PVP requirements, including the approach to development funding;

6. Subcontracting and procurement procedures, policies, and guidelines;

7. Continual Improvement Program;

8. Personnel policies, including employee motivation and incentive awards.

PL-2 TRAINING PLAN (ref SOW 1.2.1)

This plan shall identify training which is to be provided to all employees, and identify specialized training for specific employee groups, including workers who must be certified. The Concessioner's approach to maintaining and upgrading workforce skills shall also be addressed in this plan, as well as the implementation of training requirements as identified and referenced in the Statement of Work. This plan shall clearly define the approach to ensuring that all employees who interface with the visiting public are knowledgeable and appropriately trained.

As a minimum, the following types of training shall be addressed:

1. Visitor relations;

2. Knowledge of KSC and its operation;

3. Knowledge of past, present, and future NASA programs;

4. New employee orientation;

5. Activation of fire alarms/fire suppression devices;

6. In accordance with 1.2.3 (environmental);

7. In accordance with 3.2.3 (food service);

8. In accordance with 4.5 (tour operations);

9. In accordance with 6.1.1.5 (custodial maintenance);

10. In accordance with 6.2.4 (roads and grounds);

11. In accordance with 6.4.6 (Exhibits).

PL-3 SAFETY and HEALTH PLAN (ref SOW 1.2.2)

This plan shall describe the proposed Safety and Health Program including plans to achieve prevention of injuries and property damage, and compliance with OSHA, NASA, and KSC safety and health program directives.

The Concessioner's program must demonstrate compliance with the requirements of the OSHA (Title 29, CFR, Parts 1900-1999), NASA safety and health requirements, and any other applicable Federal, State, and local safety and health regulations.

Reference: GP-509G, KPD 8710.1, KMI 1710.13G, KMI 1800.1A, KHB 1710.2B, 29 CFR 1910, 29 CFR 1926, NFS Part 18-52.223-10 and -73.

PL-4 ENVIRONMENTAL MANAGEMENT PLAN (ref SOW 1.2.3)

This plan shall describe the management and control procedures for ensuring compliance with all Federal, State, and local environmental laws and regulations, and with the standard KSC environmental controls and procedures.

Reference: KHB 8800.6, KMI 8800.8, KHB 1870.1A

PL-5 RISK MANAGEMENT PLAN (ref SOW 1.2.5)

This plan shall describe the approach to risk management, including an assessment of the risks inherent in the performance of the PVP. The plan shall identify all insurance carriers, coverage, deductibles, and limitations or exclusions; procedures for assuring adequacy of coverage; procedures for handling claims and payments; and identify uninsured risks and the rationale for not obtaining coverage.

PL-6 PUBLIC RELATIONS PROGRAM PLAN (ref SOW 2.3)

This plan shall describe the approach to a comprehensive and integrated Public Relations Program to include as a minimum:

1. Public relations overview;

2. Visitor relations,
   a. Approach;
   b. Description of relevant employee training programs;
   c. Applicable personnel policies and procedures, as required (includes ensuring that proper emphasis is placed on providing friendly, courteous, responsive, and professional service in all interactions with the visiting public);
   d. Operation of the Visitor Relations Office;
   e. Procedure for logging visitor comments, complaints, & requests for assistance;
   f. Procedure for responding to visitor letters and maintaining reading files;
   g. Plan for using surveys in determining visitor preferences and needs;

3. Marketing Plan,
   a. Messages, strategies, and methods to be employed;
   b. Proposed approaches to reaching various market segments;
   c. Trends and developments effecting or expected to effect visitation;
   d. Detailed annual budget for implementing the plan;
   e. Rationale supporting the various messages, strategies, methods, approaches, and projections;
   f. Plans for employing outside agencies, proposed travel, and proposed media uses;
   g. Sales plan, including proposed packaging strategies & travel industry relationships;
   h. NASA insignia and Spaceport USA trademark use;

4. Community relations,
   a. Program description;
   b. Pro-active approaches;
   c. Special events at SUSA;
   d. External exhibit procedures;
   e. Spaceman appearances procedures;

5. News media relations standard operating procedures for media interfaces,
   a. Roles and responsibilities;
   b. Policy regarding news media coverage;
   c. Pro-active approaches to publicizing SUSA;
   d. Coordination, with the Contracting Officer or authorized representative TM and PA-MSB, of approaches to publicizing SUSA;
   e. News release coordination procedure;
   f. News media tour coordination procedure;
   g. Press conferences and special events;
   h. Procedures for NASA notifications;
   i. Designated contacts and home phone numbers.

PL-7 SPONSORED PVP ACTIVITIES PROGRAM PLAN (ref SOW 2.5)

This plan shall document the policies and procedures to be used for acceptance of third-party contributions. This plan shall define the approach to be used for soliciting funds, services, and property from third parties. It shall document the accounting methods to be used for acceptance of contributions, provide status to the Contracting Officer, and establish guidelines for the use of such funds.

PL-8 FOOD MANAGEMENT PLAN (ref SOW 3.2.1)

This plan, as a minimum, shall:

1. Define the approach for accomplishing food service functions;

2. Describe any interactions/interdependencies between the various food service facilities;

3. Identify planned operating hours;

4. Describe all elements of food handling from receiving of food and beverage items to serving, including all critical control points;

5. Describe how compliance with all elements of KHB 1870.1A is achieved;

6. Describe quality control practices;

7. Describe emergency follow-up plans, e.g., power outage, fire, flood;

8. Include examples of the following forms:
   a. Inspection log;
   b. Safety and sanitation reports;
   c. Extermination records;
   d. Temperature control records;
   e. Follow-up plans;

9. Describe personnel qualifications for the following:
   a. Food service director;
   b. Food service manager(s);
   c. Quality control inspector.

PL-9 EMERGENCY MEDICAL PLAN (ref SOW 3.6.1)

This plan shall define the approach for providing emergency medical care at SUSA. It shall document the chain of command for medical emergencies, provide information concerning the procedures to be followed, and identify personnel responsible for administering emergency medical care.

PL-10 SECURITY PLAN (ref SOW 3.7.1)

This plan, as a minimum, shall address:

1. Policies and procedures for cash handling and transfers;

2. Surveillance requirements;

3. Policies and procedures with regard to theft;
4. Security personnel, systems, and interfaces with KSC Security;
5. Protection for visitors;
6. Handling and reporting of incidents;
7. Security training for SUSA employees;
8. Hours of security coverage;
9. Response to threats;
10. Traffic control services;
11. Civil disturbances;
12. Bomb threats;
13. Terrorists.

PL-11 NEW APPROACH TO OPERATING THE GENERAL PUBLIC TOUR (ref SOW 4.4.2)

Three months prior to the opening of the Apollo/Saturn V Center, the Concessioner shall submit a plan defining the approach to modifying the routing and operation of the general public tour to accommodate the new facility. The plan shall incorporate Statement of Work requirements and Public Visitor Program objectives to include, but not be limited to, proposed routes, hours of operation, bus utilization, handling of charter groups, etc. The plan shall also address the inclusion of this facility into student education, special group, and VIP tours.

PL-12 TOUR TRANSPORTATION OPERATIONS PLAN (ref SOW 4.6.2)

This plan shall describe and define how the Concessioner will satisfy total tour transportation requirements. The plan shall identify the Base Fleet capacity, requirements for supplemental vehicles, approach to obtaining supplemental vehicles, and the requirement for Base Fleet expansion and replacement.

PL-13 KENNEDY SPACE CENTER SPACEPORT USA COMPREHENSIVE MASTER PLAN (ref SOW 5.2)

This plan guides the orderly growth and development of SUSA in a manner consistent with objectives and requirements.

A planning document shall be prepared for publication consistent with the content and format of the baseline "Kennedy Space Center's Spaceport USA Comprehensive Master Plan," dated May 1994. A change package shall be published annually reflecting significant amendments, additions, or partial revisions to the plan. The plan shall also address maintaining the currency of all records, drawings, and maps in the Master Plan or as required to support interim and five-year updates.

PL-14 PROJECT IMPLEMENTATION PLAN (ref SOW 5.3.2)

This plan shall define the implementation of each approved project. It shall include the following:

1. Project title, number, category, type, and assigned priority;
2. Authorized funding limitation;
3. Project phases and estimated cost for each;
4. Detailed cost estimate, including contingency and escalation;
5. Implementation approach (as directed by the Contracting Officer);
6. Brief description of project and its scope;
7. Milestones and schedules;
8. Signature and title of submitter;
9. Signature block for authority to proceed (Contract Technical Manager and Contracting Officer).

PL-15 MAINTENANCE PLAN (ref SOW 6.0)

This plan shall, as a minimum, describe and define for each area (e.g., Custodial, Pavement and Landscaping, Facilities, and Transportation) the following:

1. Approach, frequency, and procedures for preventative maintenance;
2. Performance of annual Facilities Condition Assessment;

3. Types of maintenance to be performed on specific equipment;
4. Scheduling procedures;
5. Corrosion control;
6. Safe operation of equipment and operator checklists;
7. Method of determining maintenance cycles;
8. Relationships with other maintenance areas;
9. Recommended spares inventory;
10. Maintenance documentation.

PL-16 EMERGENCY PREPAREDNESS PLAN (ref SOW 1.2.6)

This plan and associated procedures shall outline and address any special requirements at SUSA, and designate a person, by position, that will represent SUSA and provide the interface with KSC through the Public Affairs Office. Due to being physically located on the Kennedy Space Center, it is necessary that the Concessioner be a part of the overall KSC emergency preparedness efforts.

As a minimum, the following should be addressed:

1. Hurricane;
2. Tornado;
3. Freeze protection;
4. Extended power outages;
5. Fire/explosion.

Reference: KHB 1040.1E, Emergency Preparedness Plan.

PL-17 EXHIBITS MAINTENANCE AND INSPECTION PLAN (ref SOW 6.4)

This plan shall establish the techniques and procedures to be used in the maintenance of all Exhibits and associated equipment used in support of the PVP. This plan shall include as a minimum:

1. Procedures for identification and reporting of problems;

2. Procedures for implementing remedial action, including,
   a. Description of techniques used to indicate to the visitors that an exhibit(s) is "out-of-order" and procedures to be used in the event Exhibits are out of service for extended periods of time;
   b. Procedures to assure that Exhibits are returned to operation at the earliest possible date;
   c. Recording methods used by the Concessioner to identify and track all required repairs. A monthly summary of all repairs shall be available to the Contracting Officer or authorized representative upon request.

3. Preventive maintenance plans and schedules,
   a. The frequency and methods used in the cleaning, touch-up, and repainting of exhibit display items;
   b. Frequency and methods used to perform electrical and mechanical checks and adjustments of all mechanical equipment used;
   c. Methods used to assure program control accuracy as pertains to scripts, focus, and cycling of equipment;
   d. Recommended spare inventory levels and identification of all equipment that by its cost and/or nature is not feasible to maintain spares in inventory;
   e. Methods used to document preventive maintenance operations;

4. Equipment accountability,
   a. Recording methods used by the Concessioner to identify and track equipment removed for off-site repair by commercial firms under subcontract to the Concessioner;
   b. Accountability and tracking procedures to record original acquisition date of equipment by the Concessioner, date installed, date removed from installation, and current disposition. This information shall be made available to the Contracting Officer or authorized representative upon request;

5. Unique Exhibits: Due to the nature of these Exhibits, techniques for their maintenance, inspection, and repair shall be addressed as a separate chapter or portion of the plan.

Reference: FAR Subpart 45.5 and 45.6; NASA FAR Supplement Part 18-45

PL-18 TRANSPORTATION QUALITY CONTROL PLAN (ref SOW 6.5.5)

This plan shall include, but not be limited to:

1. An inspection program covering all services specifying areas to be inspected, frequency, required certification, and individuals performing the inspections;
2. A method for identifying the level of deficiencies in order to improve services;
3. Maintaining inspection files and corrective actions taken;
4. Tracking of repeats or come back work;
5. A system to assure that all tour vehicles are maintained in a safe operating condition which permits a 92% availability rate during periods of peak tour demand.

PL-19 LABOR RELATIONS PLAN (ref SOW 1.2.7)

This plan shall include, but not be limited to:

1. A description of the Concessioner's overall approach to labor relations and collective bargaining;
2. A description of how the Concessioner will comply with the Government Services Contract Act;
3. A description of how the Concessioner will satisfy the requirements of this Agreement in the event of a labor strike.

PL-20 PHASE-OUT PLAN (ref SOW 1.6)

This plan shall include, but not be limited to:

1. A general description of the Concessioner's approach to the orderly phase out of services and transition to a new Agreement;
2. Identification of how the Concessioner plans to accomplish training of a successor, if required;

3. Identification of specific costs anticipated at the time of phase out, including severance pay, vacation pay, training of successor employees as required by this Agreement, sick pay and disability continuation, pension portability, reserve for inventory write down, reserve for uncollectable accounts, and any other costs of phase out which the Concessioner expects to pay as an expense charged to the PVP.

PROCEDURES

PR-1 TOUR POLICIES AND PROCEDURES HANDBOOK (ref SOW 4.1)

This handbook shall define the standard operating policies and procedures applicable to each type of tour. The handbook shall define policies and procedures and serve as the primary guidance for personnel staffing the Tour Operations Control Center (TOCC).

The handbook shall detail the authority and responsibility of TOCC personnel, the procedures to be followed in response to emergency situations, foul weather including lightning policy, tour route changes due to NASA hazardous operation control areas, and disabled vehicles, communications between the TOCC and drivers, and thoroughly describe all other standard policies and procedures related to the operation of tours.

PR-2 PRE-EMPLOYMENT ASSESSMENT OF DRIVER QUALIFICATIONS (ref SOW 4.5.1)

The pre-employment procedures for screening and documenting driver qualifications, experience, and safety record must be submitted to the Contracting Officer for approval prior to any job offers being made. These procedures shall be developed to assure that all reasonable effort has been made to ascertain the qualifications of prospective drivers; that relevant driver records are researched, verified, and documented; and that appropriate remedies are in place to dismiss any driver who falsifies or omits relevant qualification data on their application.

PR-3 COMPLIMENTARY TICKETS and SHOWINGS (ref SOW 3.4.3)

The Concessioner shall develop and submit for Contracting Officer or authorized representative review and approval an integrated set of procedures to cover the following:

1. Procedure for providing complimentary general public tour and VIP tour tickets for guests of NASA;

2. Procedure for providing complimentary IMAX movie tickets for guests of NASA;

3. Procedure for blocking IMAX theater seats as requested by the Contracting Officer or authorized representative to accommodate NASA guests;

4. Procedure for accommodating special showings of IMAX movies.

REPORTS

Form and detail content of the following reports shall be discussed after source selection; however, format will generally be at the Concessioner's discretion.

These reports are required primarily by the KSC Public Affairs Office which has oversight responsibility of the Visitor Program for the Kennedy Space Center. Appropriate notations are made when prime responsibility lies with other than Public Affairs, such as those reports dealing with safety matters.

RE-1 SAFETY INSPECTION REPORT (ref SOW 1.2.2a)

The Concessioner shall plan and conduct safety inspections in areas under its surveillance on a regularly scheduled basis. An annual inspection schedule (including planned audits of subcontractors) shall be submitted to RT-SOE-3 by January 15 of each year.

An inspection report shall be made summarizing all correspondence and/or reports relating to formal facility inspections performed under the NASA/OSHA standards. As a minimum, the summary report shall contain the following information:

1. Facility name and building number;

2. Date inspected;

3. Number of discrepancies from the inspection;

4. Status of discrepancies - Open/Closed (Discrepancies open for more than 30 days shall be explained);

5. Remarks.

A copy of each inspection shall be furnished to the NASA/KSC Payload and Industrial Safety Branch (RT-SOE-3), and all records concerning corrective actions, etc., shall be available for audit.

Reference: GP 509G, KHB 1710.2B, 29CFR1910, and 29 CFR 1926.

RE-2 SAFETY STATISTICS RECORD (ref SOW 1.2.2f)

The Safety Statistics Record (KSC Form 6-22) shall be completed on a monthly basis as described in GP-509G, Chapter 5. Information required includes summaries on injuries, motor vehicle accidents, and property damage.

RE-3 REPORTING OF MISHAPS (ref SOW 1.2.2g)

These reports are required by NASA/KSC Safety who has the Center responsibility for reporting and assessment of all mishaps and close calls to NASA management.

An Initial Incident Report (NASA Form 1627 or other form previously approved by NASA Safety) shall be faxed to NASA/KSC Industrial Safety Engineering Branch (RT-SOE-2) within four hours of the incident, or as soon as practical if occurrence is on second or third shift. For the initial reporting only, definitions of mishaps and close calls shall be disregarded and <u>all</u> incidents shall be reported.

Mishaps with the potential for being categorized as Type A, Type B, or Type C damage shall be reported by telephone to the NASA/KSC Industrial Safety Engineering Branch
(RT-SOE-2) within one hour, at 867-3202.

Incidents categorized as mishaps shall be submitted on NASA Form 1627 (white copy, unshaded area) within one working day of categorization of the incident, or three days after the incident, whichever occurs first. A completed NASA Form 1627 (yellow copy) shall be submitted in 10 days.

If an incident is categorized as not being a recordable mishap, an assessment of why the incident does not meet the recordable mishap criteria shall be submitted within one working day of categorization, or three days after the incident, whichever occurs first.

Reference: KHB 1711.1C and GP-509.

RE-4 POLLUTION INCIDENT REPORT (ref SOW 1.2.3f)

Pollution Incident Reports (KSC Form 21-555) are required when releases have the potential to cause environmental impacts as described in KHB 8800.6 and KHB 1870.1A. Releases of reportable substances include the following: petroleum products; extremely hazardous substances; Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) hazardous substances; industrial waste water emergency overflow; sewage releases; air releases of emissions exceeding permitted limits; and PCBs. Early verbal notification is required for most substances in accordance with referenced KHBs.

RE-5 FINANCIAL REPORTS (ref SOW 1.3.5)

The following reports shall be provided:

1. An annual operating budget for each month of the upcoming year, projecting anticipated income; surcharges; deposits to and interest/dividends earned on individual improvement accounts and Special Funds; cost of sales; direct operating expenses by major category (labor, maintenance, etc.); indirect operating expenses (the allocation of certain fixed and variable costs across the various Revenue activities); and Residual Revenue. This data is to be shown for each Revenue activity and as an aggregate total;

2. Monthly and year-end financial reports showing the following actuals for the month and year-to-date: Income, surcharges, deposits to and interest/dividends earned on individual improvement accounts and Special Funds, cost of sales, direct operating expenses by major category, indirect operating expenses, and Residual Revenue. This data is to be shown for each Revenue activity and as an aggregate total;

3. Monthly and year-end status reports on each improvement account and special fund, showing income, commitments, expenditures, and uncommitted balance available; listing of each outstanding commitment and the current amount; total amount of change to the commitment since year-start (increase or decrease); amount expended against commitment in most recent month; amount expended against commitment year-to-date; and amount expended against commitment since it was made;

4. Year-end summary report identifying, by project, total commitments and expenditures for each project funded by an improvement account or special fund;

5. Monthly reports are due within 15 calendar days of the close of the reporting period. Annual reports are due within 30 calendar days of the close of the reporting period.

RE-6 VISITOR DATA REPORT (ref SOW 2.3.2.4a)

The following information shall be reported for each day in the reporting period:

1. Total visitation;

2. Total public tour patronage with breakdown by appropriate tour and ticket type;

3. IMAX patronage with breakdown by theater and ticket type;

4. Usage of other measured attractions (specific Exhibits, theater shows, or optional tour stops as the Contracting Officer or authorized representative may direct be measured);

5. Total number of student education tours, and total number of student patrons;

6. Total number of VIP tours, and total number of VIP patrons;

7. Total number of charter tours (excluding 5 and 6), and total number of charter patrons.

For items 1 - 3, cumulative totals for year-to-date and month-to-date shall be shown as well as comparison to prior year and percentage change.

The Concessioner shall, prior to submitting this report, furnish for Contracting Officer or authorized representative review and approval the methodology to be used in determining total visitation. Any subsequent change to such methodology must be approved by the Contracting Officer or authorized representative.

RE-7 VISITOR PROFILE REPORT (ref SOW 2.3.2.4b)

The following information, as a minimum, shall be provided for each reporting period on a sample basis:

1. Number of US visitors and state of residence;

2. Number of foreign visitors and country of residence;

3. Number of adults and children;

4. Other survey data as may be available concerning visitor educational level, primary vacation destination, prior visits to SUSA, amount of time allocated to SUSA visit, etc.

Each report shall include a reference to the method used in compiling the profile.

RE-8 NASA ART INVENTORY REPORT (ref SOW 2.6d)

This report shall explain the approach used for inventory control and tracking of the original pieces of art from the NASA Art Collection displayed or stored at SUSA. It shall identify the department having responsibility for this function, and document the methods used to inventory and maintain selections from the NASA Art Program at SUSA. The report shall, as a minimum, provide the following information for each piece of art:

1. Location;
2. Visual identification;
3. Description;
4. Frequency and method of cleaning;
5. Security measures to protect the art.

RE-9 PERSONNEL REPORTING (ref SOW 1.5)

Within 5 working days of the end of the month, the Concessioner shall report to the Contracting Officer end-of-month on-board personnel strength statistics, including numbers and skills of employees by functional area. Additionally, an annual workforce projection is required indicating the average number of employees anticipated to be on-board by day and shift during the next fiscal year. When the Apollo/Saturn V Center comes on line, these statistics shall also be sorted by geographic area.

Reference: KMI 7710.1D.

RE-10 REPORT OF GOVERNMENT-OWNED/CONTRACTOR-HELD PROPERTY (ref SOW 1.3.4)

The Concessioner shall prepare and submit annually a NASA Form 1018, Report of Government-Owned/Contractor-Held Property, in accordance with 18-45.505-14 and the instructions on the form and in section 18-45-7101 of the NASA FAR Supplement. The annual reporting period shall be from October 1 of each year to September 30 of the following year. The report shall be submitted no later than October 31. The Concessioner shall submit the original report to the KSC Financial Management Office (AC-FMD) and three copies to the KSC Industrial Property Office (OP-MSO-P). The Concessioner shall submit a final NASA Form 1018 for approval by the KSC Industrial Office within 30 days after expiration of the Concession Agreement.

RE-11 (RESERVED)

RE-12 48-HOUR SCHEDULE OF VIP TOURS REPORT (ref SOW 4.2.3.1)

This report provides Public Affairs with the identity and planned itinerary of VIP tours scheduled for the next two days. Each day's report is to be faxed no later than 4:00 p.m. to designated Public Affairs offices and provide the following information:

1. Name of VIP(s);

2. Number of adults in party;

3. Number of children in party;

4. Scheduled date and departure time;

5. Specify whether standard itinerary or special per Public Affairs instructions.

RE-13 PROJECTED ACCOUNT AND FUND EARNINGS REPORT (ref SOW 5.1)

A report projecting earnings from deposits and interest shall be provided for the Capital Improvement Account, Theater Improvement Account, Service Improvement Account, Facilities Fund, Exhibits Fund, and Transportation Fund. This report shall identify:

1. Uncommitted balance as of the anniversary of the Agreement award date;

2. Projected monthly deposits for each month of the next Agreement Year;

3. Projected total deposits for each of the next three years;

4. Estimate of interest earnings;

5. Quantified basis of projection (number of patrons, forecast of food/beverage sales, anticipated gross Revenues, etc.).

RE-14 PROPOSED PROJECTS REPORT (ref SOW 5.3.1)

To identify proposed projects and recommend priorities, a report for each project shall be submitted in a consistent format, one project to a sheet, identifying the following:

1. Project title/tracking number (year/category letter/number);
2. Category (facility, exhibit, transportation, other);
3. Initiator (NASA, Concessioner);
4. Type (new, modification, replacement, update, repair, study);
5. Narrative description, including identified requirements for location, quantities, etc.;
6. Basis of need and how identified;
7. ROM cost estimate/proposed budget allocation;
8. Proposed fund source;
9. Proposed studies, PER, design phases, and implementation;
10. Need date;
11. Proposed priority.

The submittal shall include projects recommended by a Review Panel as a result of master planning, annual Facilities Condition Assessment (reference 6.3.1), or the Concessioner's knowledge of facility, exhibit, or transportation needs.

RE-15 PROJECT STATUS REPORT (ref SOW 5.3.3)

A report shall be provided identifying the current status for each project, documenting schedule impacts, change order content and cost, and other concerns relative to the Project.

RE-16 (RESERVED)

RE-17 EXHIBITS MAINTENANCE STATUS REPORT (ref SOW 6.4.3)

To assist in tracking of repairs and maintenance of Exhibits, displays, and audio visual equipment used by the Concessioner , a report shall be provided which includes the following as a minimum:

1. Work order number;
2. Description of item;
3. Action taken to correct;
4. Implementation date;
5. Expected completion date;
6. Actual completion date.

RE-18 ANNUAL SUMMARY OF VISITATION TO SUSA REPORT (ref SOW 2.3.2.4)

This summary report shall include:

1. Year totals for all items reported on the Visitor Data Report, percentages of each compared to total visitation, and line item comparisons to prior year statistics;
2. Year totals for all items reported on the Visitor Profile Report, percentages of each compared to total visitation, and line item comparisons to prior year statistics;
3. Narrative summary of visitation trends and comparison to prior year visitation.

RE-19 PVP RECOMMENDED IMPROVEMENTS REPORT (ref SOW 2.3.2.3e)

Based on visitor comments, surveys, and other forms of input, the Concessioner shall develop recommendations for visitor program improvements. Such recommendations shall be submitted in writing as a report. Each recommendation will include the input which prompted it, a description of the proposed change or addition to services, and the anticipated impact on the PVP.

The Concessioner shall provide all pertinent data relative to the recommendations as well as problems/concerns/impacts anticipated.

DATA

DA-1 FACILITIES PLANNING INFORMATION (ref SOW 5.2)

The Concessioner shall provide the following data inputs:

1. Required per NHB 8800.15, Chapter 5, to support NASA Headquarters approval for the lease or purchase of relocatable structures to be located on KSC property;

2. Documents of origin (titles, etc.) submitted to the KSC Real Property Officer for all purchased relocatable structures;

3. Copies of facility modification work orders that have a total cost of $1000 or more and include one of the following:
   a. Acquisition or disposal of real property;
   b. New construction;
   c. Modification, addition, or deletion to a building, facility, or system;

Note: For all work orders involving acquisition of real property, a completed NASA Form 1046, Transfer and/or Notification of Acceptance of Accountability of Real Property, shall also be provided.

4. Requests for siting approval submitted to NASA Master Planning (DF-FSO) for new, extended, or modified facilities and whenever the hazard potential for existing facilities is changed. Requests shall include vicinity maps, detailed proposed site plans with dimensions, and narrative descriptions adequate to evaluate site plan proposals.

DA-2 FACILITY PROJECTS DESIGN DOCUMENTATION (ref SOW 5.4.1.1)

Facility projects design documentation shall be submitted for review as required. The following are the categories and quantities required for each review (30/60/90/Final) as applicable to the project:

Review Document Types	Quantity	
	DE	PA
Investigations and Studies	3	2
Drawings and Specifications	6	2
Environmental Impact Assessment and Permit Packages	3	2
Complex Control System Drawing Updates	3	2
Cost Estimates	3	2
Design Review Participation	3	2
Design Data Manual	3	2
Construction Bar Chart	3	2

For Final Design Submittals - after completion of work, the Concessioner shall deliver the following to the Contracting Officer or authorized representative:

1. Final specification incorporating changes from the 90% design review (four hard copies and one set of project diskettes);

2. The originals and four copies of the design drawings (black-line). If drawings were developed on a CAD system, a magnetic medium copy of the files shall also be submitted;

3. Three copies of the construction cost estimate;

4. The original of the construction bar chart;

5. The originals of any studies, calculations, and backup data;

6. List of long-lead procurement items;

7. List of recommended spares and design documentation to support procurement;

8. All unused Government-furnished material;

9. Data Manual - the original and four copies;

10. Originals of the Environmental Assessment.

Reference: SOW 5.4.2.1, 5.4.2.2.

APPENDIX 2

CUSTODIAL CLEANING STANDARDS, CLASSES AND FREQUENCIES

A. MINIMUM TECHNICAL CLEANING STANDARDS

A swept floor will not have dust streaks, marks, or dirt in corners, behind doors, under furniture, behind or under any object.

A damp mopped floor will be free from streaks, smears, dirt residue, and water.

Floors reconditioned or refinished will be clean and bright with no streaks or debris in the finish. There will be no build-up of finish in corners, under furniture or along edges of walls.

All dust and cobwebs will be removed from walls, ceilings, and partitions. A dusted surface will be free of all dust, lint, cobwebs, dirt, oily streaks, or stains.

Restroom fixtures and drinking fountains will be clean, bright, and without soap film. No markings will be left on walls or fixtures. Floors, ceramic tiles, partitions, mirrors, metal fixtures and hardware will be clean and bright.

Windows, mirrors, and other glass surfaces will be without streaks, film, deposits, or stains and have a uniformly bright appearance with all adjacent surfaces, including the floor, wiped free of cleaner.

Ceramic and other hard finish wall surfaces will be bright and clean. Joints in tile will be free of film, streaks, deposits, and dirt.

All vacuumed surfaces will be free of dirt, stains, spots, and other debris. Avoid marring furniture or baseboards.

After shampooing carpet, all furniture placed on the carpet shall have a separation between the furniture and carpet surfaces until the carpet is dry. After carpet is shampooed, a carpet stain protector will be used.

Blinds will be without streaks, film, deposits, or stains and have a uniform bright appearance.

B. CLASSES OF CLEANING AND FREQUENCIES

Class 1 Food Service Areas

a. Seep - daily;
b. Damp mop - daily;
c. Recondition floors - monthly;
d. Spot recondition floors - daily;
e. Drinking fountains - daily;
f. Windows, entrance doors, sills - daily;
g. Low dusting - every two months;
h. High dusting - every four months;
i. Trash - empty and clean receptacles and replace liners as needed during hours of operation;
j. Strip and refinish floors - at least twice annually or as needed.

Class 2 Restrooms

a. Sweep - daily;
b. Damp mop - daily;
c. Scrub - two times weekly;
d. Walls and partitions - wash and sanitize weekly;
e. Dispensers - as needed during hours of operation;
f. Toilet bowls - daily;
g. Urinals - daily;
h. Lavatory - daily;
i. Mirrors - daily;
j. Trash - empty and clean receptacles and replace liners as needed during hours of operation;
k. General - continuous surveillance and spot cleaning of all restrooms during hours of operation.

NOTE: Low dusting consists of horizontal and vertical surfaces of furniture, file cabinets, fixtures, office partitions, similar equipment, and baseboards. High dusting consists of ceilings, upper sections of walls, and areas over doors, windows, and blinds.

Class 3 Theaters, Exhibit Areas, and Souvenir Shops

a. Carpet - vacuumed daily;
b. Shampoo - as required;
c. Floors - dust and damp mop daily;
d. Recondition Floors - monthly;
e. Spot recondition - daily;
f. High dusting - every six months;
g. Low dusting - every three months;
h. Drinking fountains - daily;
i. Entryway glass - daily;
j. Windows and sills of lobbies - spot clean daily, thoroughly clean weekly;
k. Walls and doors - spot clean as necessary;
l. Trash - empty and clean receptacles and replace liners. Police and pick up during hours of operation;
m. Removal of chewing gum, candy, etc. - police and pick up during hours of operation;
n. Strip and refinish floors - every six months or as needed.

Class 4 Offices and Trailers

a. Dust mop - weekly;
b. Damp mop - twice monthly;
c. Vacuum - weekly;
d. Recondition floors - every six months;
e. Shampoo - every six months;
f. Drinking fountains - daily;
g. Entryway glass - weekly;
h. Blinds - yearly;
i. Office windows - yearly;
j. Furniture - monthly;
k. Walls and doors - dust yearly;
l. Low dusting - every four months;
m. High dusting - yearly;
n. Trash - empty and clean receptacles and replace liners every other day;
o. Recycle paper every other day;
p. Strip and refinish floors - yearly.

Class 5 Permanent Tour Stops

All above classes if applicable, plus on-call services due to visitor mishaps.

Class 6 Warehouses, Storage Areas, and Shops

a. Trash - empty and clean receptacles as needed, replace liner each time receptacle is emptied;
b. Water fountains - daily;
c. Recycle cardboard - place in container daily;
d. Sweep, damp mop, high and low dust, recondition floors, strip and refinish floors, and dust walls and doors as needed.

APPENDIX 3

TIRES AND TIRE REPLACEMENT STANDARDS

The Concessioner shall maintain and replace all tires used on agency vehicles in accordance with the following minimum standards:

1. Worn or Damaged Tires

Tires must be replaced when the tread depth measured at any portion of the tread is 3/32 or less. Tires shall be replaced when they will not perform their intended function or any functional defect of the tire is discovered which cannot be repaired by simple puncture repair. Functional defects include, but are not limited to: Any exposure of the cord or fabric; fabric break; any possible indication of separation; any non-repairable injury, any crack, cut, or snag deep enough o expose the body cord; any failure of a tubeless tire to hold air due to unrepairable puncture, damage, or excessive air permeability; and any other defect such as a collapsed sidewall or excessive deviation from the original configuration.

2. Tread Depth of Used Tires

Used tires are permitted for the replacement of worn or damaged tires. Used tires shall only be used if, at time of installation, the (1) tread depth is at least 50 percent of the original tread and the tread is uniformly worn, showing no variation in tread; and (2) the used tire is free of all functional defects as defined herein. The used tire must also meet compatibility requirements shown in paragraph 3 below.

3. Tire Size

Tires shall be replaced with tires of the same exact size designation as the original or upgraded tire, except when replacement tires are not available in the exact size designation as the original or upgraded tire. The interchangeable tire size may be used provided both tires on the same axle are of the same exact size designation. In some cases, this may require premature replacement of the second tire on the axle to maintain tire compatibility of the second tire on the axle.

a. If for some reason tire sizes are changed and it creates incorrect odometer and speedometer readings, the Concessioner shall install the appropriate speedometer gear that will register the correct mileage.

b. Performance characteristics. The replacement tire shall be identical to or exceed the original tire in the following recognized performance characteristics:

(1) Load designation or load range;
(2) Traction grade*;
(3) Temperature gauge*.

* In accordance with Uniform Tire Quality Grading Standards, published by the Department of Transportation.

PART IV

ATTACHMENTS

ATTACHMENT 1

PERFORMANCE FEE EVALUATION PLAN

A. GENERAL

1. Purpose

The purposes of the Performance Fee provisions of this Agreement are: (1) to encourage and reward the Concessioner for high quality performance in fulfilling the requirements set forth in this Agreement, (2) to provide flexibility for changes in management/performance emphasis, (3) to foster effective communications between the parties, and (4) to encourage innovative cost improvements and efficiencies.

2. Criteria for Performance Fee

The total Performance Fee earned by the Concessioner shall be determined semiannually based on evaluation of the Concessioner accomplishments. Evaluation criteria will encompass the quality, timeliness, and efficiency of the Concessioner's performance. Appropriate areas of emphasis will be established for each evaluation period emphasizing areas of emerging or continuing importance to the Government. The evaluation will be accomplished through subjective performance assessments by Government evaluators.

Specific areas of directed emphasis which shall be applied during Performance Fee period will be provided to the Concessioner in writing by the Contracting Officer at least 15 days prior to the start of each Performance Fee period. The Contracting Officer may notify the Concessioner at a later date of alteration of areas of directed emphasis (including additions). Such alterations or additions will be prospective and will allow the Concessioner time to react or implement.

B. EVALUATION PROCEDURE

For the purpose of Performance Fee determination on this Agreement the following procedure will be utilized:

1. General

a. Performance Fee will be determined semiannually by the Fee Determination Official (FDO) who chairs the Contract Award Fee Board (CAFB). The CAFB shall be comprised of key staff members appointed by the Center Director.

b. The CAFB will review and consider the summary evaluation report prepared by the Director, Public Affairs Office, and, if any, additional data presented by the Concessioner.

c. The Director, Public Affairs Office, will be the focal point for the assimilation and development of Performance Fee evaluation reports, reviews and presentations, as well as discussions with Concessioner's management on Performance Fee matters.

d. The determination of Performance Fee shall be unilateral, subject to appeal rights of the Concessioner to the Center Director, as provided herein, and shall not be subject to the clause of this Agreement entitled "Disputes".

2. Technical Management and Evaluations

a. For purposes of technical and business/financial management and evaluation of the Concessioner's activities required by this Agreement, Technical Representatives (TR's) will be designated in accordance with Part I, Article 16.

b. Each TR will maintain a record, on a current basis, indicating significant accomplishments and/or deficiencies pertinent to the Concessioner's technical performance, business/financial management under this Agreement, as well as other relevant data which is appropriate for consideration in the Performance Fee determination process. These records will be utilized to support the performance evaluation reviews specified in Section 4 of this plan. The TR's will submit a semiannual evaluation of the Concessioner's performance to the Director, Public Affairs Office, within 10 days after the close of the evaluation period.

3. Contractual and Administrative Management Evaluations

The Contracting Officer will acquire, compile and/or maintain such data as is required to evaluate the contractual, financial and administrative management activities relating to this Agreement.

The Contracting Officer will obtain assistance from appropriate technical and administrative specialists, as required, to evaluate the Concessioner's effort under his cognizance. The Contracting Officer will submit a semiannual evaluation to the Director, Public Affairs Office, within 20 calendar days after the close of this evaluation period.

4. Reviews and Reports

a. Evaluations by the Government

(1) Concurrently - Concessioner performance levels which require remedial attention, or which may be expected to adversely affect Performance Fee ratings, will be made known to the Concessioner's Project Manager (or duly appointed designee) by the Director, Public Affairs Office, either orally or in writing, on a concurrent basis, but in no event less frequently than on a quarterly basis.

(2) Quarterly - Within 25 calendar days following the end of the third month of each Performance Fee period, the Director, Public Affairs Office, will provide the Concessioner a copy of the quarterly report. This report will be brief and informal in nature and will cover the Concessioner's performance during the preceding three months. The Concessioner may, within 5 calendar days of receipt of the report, submit to the Director, Public Affairs Office, a written response commenting on the report.

(3) Semiannual- Within 25 calendar days following the end of each Performance Fee period, the Director, Public Affairs Office, will provide the Concessioner a copy of the semiannual report. This report will be formal in nature and will cover the Concessioner's performance for the entire Performance Fee period. No numerical scores will be included in the copy of the report. The Concessioner may, if it so desires, submit additional data bearing on the performance evaluation in writing to the Director, Public Affairs Office, within 5 calendar days after receipt of the evaluation report. The evaluation report and additional data will then be submitted to the CAFB for review and recommendations on Performance Fee to be determined by the Fee Determination Official.

b. Concessioner Self-Evaluation

In addition to any comments the Concessioner may wish to make in response to the semiannual reports, the Concessioner, if it so desires, may submit within 10 days following the conclusion of the evaluation period a concise, written self-evaluation of his performance limited to approximately five pages (face only) with no appended material. This report will be submitted to the Director, Public Affairs Office, for transmittal to the CAFB.

c. Report to the CAFB

Following the review with the Concessioner's Project Manager, the Director, Public Affairs Office, will present to the CAFB a copy of the semiannual report.

C. PERFORMANCE FEE DETERMINATION

1. Fee Award

After consideration by the CAFB of the Director, Public Affairs Office, summary evaluation report and any additional data submitted by the Concessioner, the FDO shall make a Performance Fee determination for the semiannual period and transmit such determination to the Contracting Officer. The Contracting Officer shall prepare a written notification reflecting the fee earned and transmit this decision to the Concessioner not later than 45 days after the end of the evaluation period.

2. Appeal

The Concessioner may, within 30 calendar days following receipt of a Performance Fee determination, appeal such determination directly to the Center Director in writing with copies to the Director, Public Affair Office, and the FDO. The Center Director shall review the case and may request additional documentation from KSC officials and the appealing Concessioner. The Center Director shall prepare a unilateral determination as to the total amount of fee to be awarded in connection with the appeal. The determination shall not be subject to the clause of the Agreement entitled "Disputes".

D. NUMERICAL RANGES AND ADJECTIVE DEFINITIONS, AND PERFORMANCE FEE SCALE

Schedule 1, Numerical Ranges and Adjective Definitions, sets forth the adjective ratings, definitions, and associated numerical ranges to be used to define the various levels of performance under this Agreement. Schedules 2 and 3 set forth, in tabular and graphic form, respectively, the Performance Fee earned at various performance ratings.

SCHEDULE 1

NUMERICAL RANGES AND ADJECTIVE DEFINITIONS

NUMERICAL RANGE	ADJECTIVE RATING	ADJECTIVE DEFINITION
91 - 100	EXCELLENT	Of exceptional merit; exemplary performance in a timely, efficient, and economical manner; very minor (if any) deficiencies with no adverse effect on overall performance.
81 - 90	VERY GOOD	Very effective performance, and fully responsive to Agreement requirements accomplished in a timely efficient, and economical manner for the most part; only minor deficiencies.
71 - 80	GOOD	Effective performance; fully responsive to Agreement requirements; reportable deficiencies, but with little identifiable effects on overall performance
61 - 70	SATISFACTORY	Meets or slightly exceeds minimum acceptable standards; adequate results; reportable deficiencies with identifiable, but not substantial, effects on overall performance.
60 & Below	MINIMUM FEE	Does not meet minimum acceptable standards in one or more areas; remedial action required in one or more areas; deficiencies in one or more areas which adversely affect overall performance

JOB CLASSIFICATIONS NOT COVERED BY COLLECTIVE BARGAINING AGREEMENTS

JOB CLASSIFICATION	NO. OF EMPLOYEES	SALARY/WAGE RA
NON-EXEMPT, (UNION)		
Audio/Visual Operator	4	$16,900 pa
Bus Cleaner	6	$8.61 ph
Cash Control Agent	14	$15,054 pa
Cashier -- Foods/Infor./Souv.	29	$8.61 ph
Commmunicator	3	$18,907 pa
Commentator/Tour Escort	46	$21,075 pa
Exhibits Maint. Tech.	6	$13.35 ph
Exhibits Maint. Tech. Hlpr.	3	$12.73 ph
Gardener	7	$9.37 ph
General Food Worker	94	$8.61 ph
Gen. Plant Maint. Tech.	7	$13.35 ph
Gen. Plant Maint. Tech. Helper	3	$12.14 ph
Groundskeeper	9	$8.61 ph
Group Sales Agent	3	$18,907 pa
Information Agent	8	$16,900 pa
Janitor	20	$9.37 ph
Mail Order Agent	1	$8.61 ph
Mail Order Service Agt.	1	$18,907 pa
Maintenance Tech. (Bus)	2	$13.35 ph
Maint. Tech. Helper (Bus)	2	$12.14 ph
Mechanic (Bus)	8	$12.73 ph
Mechanic Helper (Bus)	0	$12.14 ph
Porter	14	$8.61 ph
Service Agent	38	$15,054 pa
Staff Assistant/Inventory	6	$23,419 pa
Ticket Agent	19	$15,054 pa

NOTE: pa = Per Annum
ph = Per Hour

ATTACHMENT 2

STATEMENT OF WAGE RATES AND FRINGE BENEFITS

1. BASIC HOURLY RATES

See attached pages 2 and 3.

2. FRINGE BENEFITS

a. Life, accident and health insurance, and sick leave programs: 5.1 percent of the basic hourly rate.

b. Paid Holidays:

(1) New Year's Day
(2) Martin L. King's Birthday
(3) Washington's Birthday
(4) Memorial Day
(5) Independence Day
(6) Labor Day
(7) Columbus Day
(8) Veteran's Day
(9) Thanksgiving Day
(10) Christmas Day

c. Annual Leave:

(1) Two hours annual leave each week for an employee with less than three years service.

(2) Three hours of annual leave each week for an employee with three but less than fifteen years of service.

(3) Four hours of annual leave each week for an employee with fifteen or more years of service.

d. Retirement: 7 percent of the basic hourly rate.

SALARIED - NON-EXEMPT, (NON-UNION)

Clerk/Typist	3	$15,054 pa
Accounts Payable Clerk	1	$18,907 pa
Accounting Clerk I	1	$16,900 pa
Accounting Clerk II	1	$18,907 pa
Accounting Clerk III	2	$23,419 pa
Stenographer I	3	$18,907 pa
Stenographer II	2	$23,419 pa

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REGISTER OF WAGE DETERMINATIONS UNDER
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By direction of the Secretary of Labor

Alan L. Moss
Director

Division of
Wage Determinations

LOCALITY: State: Florida
Area: FL COUNTIES: BREVARD

Wage Determination No.: 82-0646 (Rev. 5) Date: 03/18/1994

Class of Service Employees	Minimum Hourly Wage	Fringe Benefit Payments			
		Health & Welfare	Vacation	Holiday	Other

Employed on NASA contracts for concessionaire services at the Visitors Information Center at the Kennedy Space Center:

	Current	Effective 11-02-94
1. Audio Visual Operator		
Seniority Rate (24 Months)	$12.53	$12.88
Seniority Rate	10.65	10.65
Probationary	9.46	9.46
2. Bus Cleaner		
Seniority Rate (12 Months)	11.66	12.01
Seniority Rate (6 Months)	10.30	10.30
Seniority	10.17	10.17
Probationary	9.08	9.08
3. Cash Control Agent		
Seniority Rate (24 Months)	10.08	10.43
Seniority	8.44	8.44
Probationary	7.50	7.50

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		Health & Welfare	Vacation	Holiday	Other
4. Cashier-Food/Info./Souv.					
Seniority Rate (24 Months)	9.70		10.05		
Seniority Rate	8.10		8.10		
Probationary	7.20		7.20		
5. Communicator					
Seniority Rate (24 Months)	10.38		10.73		
Seniority Rate	8.71		8.71		
Probationary	7.74		7.74		
6. Commentator/Tour Escort					
Top Rate	16.72		17.07		
Seniority Rate (4500 Hours)	13.37		13.37		
Seniority Rate (3000 Hours)	12.53		12.53		
Seniority Rate (1500 Hours)	11.11		11.11		
Seniority rate	10.09		10.09		
Probationary	8.88		8.88		
7. Exhibits Maintenance Technician					
Seniority Rate (24 Months)	19.33		19.68		
Seniority Rate (12 Months)	17.85		17.85		
Seniority Rate (6 Months)	14.39		14.39		
Seniority Rate	14.16		14.16		

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Class of Service Employees	Minimum Hourly Wage	Fringe Benefit Payments			
		Health & Welfare	Vacation	Holiday	Other
Probationary					
8. Exhibits Maint. Tech. Helper	12.46		12.46		
Seniority Rate (24 Months)	15.60		15.95		
Seniority Rate (12 Months)	14.27		14.27		
Seniority Rate (6 Months)	11.53		11.53		
Seniority Rate	11.32		11.32		
Probationary	9.95		9.95		
9. Gardener					
Seniority Rate (24 Months)	9.46		9.81		
Seniority Rate	7.88		7.88		
Probationary	7.01		7.01		
10. General Food Worker					
Seniority Rate (24 Months)	8.05		8.40		
Seniority Rate	6.62		6.62		
Probationary	5.88		5.88		
11. Gen. Plant Maint. Tech.					
Seniority Rate (24 Months)	19.33		19.68		
Seniority Rate (12 Months)	17.85		17.85		
Seniority Rate (6 Months)	14.39		14.39		
Seniority Rate	14.16		14.16		
Probationary	12.46		12.46		

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Class of Service Employees	Minimum Hourly Wage	Fringe Benefit Payments			
		Health & Welfare	Vacation	Holiday	Other
12. Gen. Plant Maint. Tech. Helper					
Seniority Rate (24 Months)	15.60		15.95		
Seniority Rate (12 Months)	14.27		14.27		
Seniority Rate (6 Months)	11.53		11.53		
Seniority Rate,	11.32		11.32		
Probationary	9.95		9.95		
13. Groundskeeper					
Seniority Rate (24 Months)	7.30		7.65		
Seniority Rate	5.94		5.94		
Probationary	5.28		5.28		
14. Group Sales Agent					
Seniority Rate (24 Months)	10.88		11.23		
Seniority Rate	9.16		9.16		
Probationary	8.14		8.14		
15. Information Agent					
Seniority Rate (24 Months)	8.81		9.16		
Seniority Rate	7.30		7.30		
Probationary	6.49		6.49		
16. Janitor					

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Class of Service Employees	Minimum Hourly Wage	Fringe Benefit Payments			
		Health & Welfare	Vacation	Holiday	Other
Seniority Rate (12 Months)	10.53		10.88		
Seniority Rate (6 Months)	9.16		9.16		
Seniority Rate	9.04		9.04		
Probationary	7.95		7.95		
17. Mail Order Agent					
Seniority Rate (24 Months)	10.98		11.33		
Seniority Rate	9.25		9.25		
Probationary	8.22		8.22		
18. Mail Order Service Agent					
Seniority Rate (24 Months)	8.49		8.84		
Seniority Rate	7.01		7.01		
Probationary	6.23		6.23		
19. Maintenance Tech. (Bus)					
Seniority Rate (24 Months)	17.89		18.24		
Seniority Rate (12 Months)	16.48		16.48		
Seniority Rate (6 Months)	13.32		13.32		
Seniority Rate	13.07		13.07		
Probationary	11.51		11.51		
20. Maintenance Tech. Helper (Bus)					
Seniority Rate (24 Months)	17.60		17.95		

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Class of Service Employees	Minimum Hourly Wage	Fringe Benefit Payments: Health & Welfare	Vacation	Holiday	Other
Seniority Rate (12 Months)	16.22		16.22		
Seniority Rate (6 Months)	12.95		12.95		
Seniority Rate	12.68		12.68		
Probationary	11.15		11.15		
21. Mechanic (Bus)					
Seniority Rate (24 Months)	17.10		17.45		
Seniority Rate (12 Months)	15.73		15.73		
Seniority Rate (6 Months)	12.57		12.57		
Seniority Rate	12.33		12.33		
Probationary	10.86		10.86		
22. Mechanic Helper (Bus)					
Seniority Rate (24 Months)	15.22		15.57		
Seniority Rate (12 Months)	13.95		13.95		
Seniority Rate (6 Months)	11.38		11.38		
Seniority Rate	11.12		11.12		
Probationary	9.79		9.79		
23. Porter					
Seniority Rate (24 Months)	7.56		7.91		
Seniority Rate	6.17		6.17		
Probationary	5.49		5.49		

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Class of Service Employees	Minimum Hourly Wage	Fringe Benefit Payments			
		Health & Welfare	Vacation	Holiday	Other
24. Staff Assistant/Inventory					
Seniority Rate (24 Months)	12.47		12.82		
Seniority Rate	10.59		10.59		
Probationary	9.42		9.42		
25. Service Agent					
Seniority Rate (24 Months)	8.49		8.84		
Seniority Rate	7.01		7.01		
Probationary	6.23		6.23		
26. Ticket Agent					
Seniority Rate (24 Months)	10.08		10.43		
Seniority Rate	8.44		8.44		
Probationary	7.50		7.50		

Fringe benefits applicable to classes of service employees engaged in contract performance: 1/2/ 3/ 4/ 5/ 6/7/8/

1/ SHIFT PREMIUM: An employee working an afternoon shift of work beginning between 12:00 noon and 4:59 P.M. will be paid a shift differential of $0.21 per hour in addition to the base rate of pay. An employee working a night shift of work beginning at 5:00 P.M. to 5:59 A.M. will be paid a shift differential of $0.28 per hour in addition to the base rate of pay.

An employee on a rotating relief schedule who is scheduled to work a combination of day-afternoon shifts during the workweek will be paid $0.26 per hour for each hour scheduled on either shift for which regular pay is received. In the event of any other combination of shifts (day-night, afternoon-night or day-afternoon-night) schedule during work week, employee shall be paid $0.31 per hour for each hour scheduled on all shifts for which regular pay is received.

2/ Lead employee's premium will be $0.50 per hour above the top contract rate of pay for the classification which they lead. If a lead employee is at a "grandfathered" rate of pay, then his/her pay will be $0.50 per hour above the "grandfathered" rate of pay.

Landscape Maintenance employees repairing small engines shall receive $0.75 per hour over their regular rate of pay while performing such work.

Extra Board Commentator/Tour Escorts - Any escort who has reached the four thousand five hundred (4500) hour level shall receive, each calendar year thereafter, in which they work one thousand (1000) hours or more, an additional $0.50 per hour increase in their hourly rate. The $0.50 per hour increase will become effective immediately upon completion of one thousand (1000) hours in any calendar year.

3/ HEALTH & WELFARE: A full-time employee who is hired into the company as a full-time employee shall be eligible for goup insurance benefits on the first of the month following ninety (90) calndar days of employment with the company. Employee contribution for single coverage is $4.00 per week and Family coverage $6.00 per week. Effective January 1, 1994; Single coverage $5.00 per week and family coverage $7.00 per week.

4/ VACATION: Employees will receive annual paid vacation; employee must have one (1) year's seniority with the company. Vacation allowances will be: Five (5) paid days after an employee has one (1) year seniority with the company; Ten (10) paid days after two (2) years; Fifteen (15) paid days after five (5) years; Twenty (20) paid days after fifteen (15) years; Twenty-five (25) paid days after twenty (20) years; and thirty (30) paid days after twenty-five (25) years.

An employee terminated for just cause shall forfeit accrued vacation allowances in the present year. Vacation earned in the prior year shall be paid.

5/ HOLIDAYS: The following paid holidays shall be observed: New Year's Day, Washington's Birthday,

Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day, and Two (2) floating holidays. In order to receive holiday pay for the named holidays listed (with the exception of the two (2) floating holidays), the employee must work their last scheduled shift prior to and their first scheduled shift immediately following such holiday, and must have actually worked at least three (3) days in the workweek in which the holidays falls, and further, the employe must have completed his/her probationary period.

In order to receive floating holidays, an eligible employee must have one (1) year's seniority with the company. In addition, employees must schedule their floating holidays with prior approval through an AVO in writing, and on a day mutually agreeable to the company and the employees.

6/ SICK LEAVE: An employee will begin to accrue sick leave after the completion of probationary period. An employee may be granted sick leave with pay only after the completion of 1,040 hours actually worked. Sick leave allowance for all employees (that is, full-time and extra board employees) will accrue at the rate of eight (8) hours for each one hundred and sixty (160) hours that an employee works or is paid for, including vacation, holiday hours paid, but not worked, funeral leave, jury duty, overtime hours, but excluding sick leave hours paid, and personal business hours paid.

Sick leave may accumulate to a maximum of ninety-six (96) hours in any contract year, and to an overall maximum of seven hundred and twenty (720) hours.

7/ JURY DUTY AND WITNESS SERVICE: Employees, other than probationary employees, who are scheduled for work and are aboard during the normal work day for the purpose of serving as a juror shall be entitled to their regular pay less the exact amount of the daily jurors fee paid by the particular court for which services are rendered for the number of authorized days off. The company will require written proof of time spent on jury duty with actual dates and hours of service.

An employee subpoenaed for witness wervice and upon presentation of subpoena evidence will be authorized time off with pay to testify as a witness to the action. Where the employee is a party to the action (plaintiff or defendant), authorized time off without pay shall be allowed. Jury Duty/Witness service pay for a day of jury duty will be calculated for full-time and extra board employees on the same basis as a day of holiday pay.

8/ FUNERAL LEAVE: Employees other than probationary employees who are scheduled for work shall be eligible for funeral pay when death occurs in their immediate family, i.e., their current spouse, parents, children, borthers, sisters, parents of current spouse, current sister-in-law, current brother-in-law, grandparents, grandchild, or ward. Employee must provide satisfactory evidence of such death and attendance at the funeral to the company. Such paid leave not to exceed three (3) days per death. In the event an employee's or spouse's parents die, and such funeral arrangeme must be made by the employee at a location exceedi[illegible]ive hundred (500) miles from the premises.

such paid leave will be five (5) days per death.

NOTE: The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming procedures shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. A written report of the proposed conforming action, including information regarding the agreement or disagreement of the authorized representative of the employees involved or, where there is no authorized representative, the employees themselves, shall be submitted by the contractor to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work. The contracting officer shall review the proposed action and promptly submit a report of the action, together with the agencys' recommendation and all pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6 (b)(2) of Regulations 29 CFR 4)

UNIFORM ALLOWANCE: If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of $3.80 a week (or 76 cents a day); and effective April 1, 1991, the note shall be $4.25 per week (or $.85 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

NOTE: In accordance with Section 4(c) of the Service Contract Act, as amended, the wage rates and fringe benefits set forth in this wage determination are based on a collective bargaining agreement(s) under which the incumbent contractor is operating. The wage determination sets forth the wage rates and fringe benefits provided by the collective bargaining agreement and applicable to performance on the service contract. However, failure to include any job classification, wage rate, or fringe benefit encompassed in the collective bargaining agreement does not relieve the successor contractor of the statutory requirements to comply as a minimum with the terms of the collective bargaining agreement insofar as wages and fringe benefits are concerned.

U.S. DEPARTMENT OF LABOR
EMPLOYMENT STANDARDS ADMINISTRATION
WAGE AND HOUR DIVISION
WASHINGTON, D.C. 20210

REGISTER OF WAGE DETERMINATIONS UNDER
THE SERVICE CONTRACT ACT
By Direction of the Secretary of Labor

Alan L. Moss
Director

Division of
Wage Determinations

LOCALITY

State: Florida

Area: FL COUNTIES: BREVARD, INDIAN RIVER

Wage Determination No.: 86-1092 (Rev. 13) Date: 09/15/1993

Class of Service Employees	Minimum Hourly Wage	Fringe Benefit Payments			
		Health & Welfare	Vacation	Holiday	Other
Administrative Support and Clerical Occupations:					
1. Accounting Clerk I	$ 6.46				
2. Accounting Clerk II	$ 7.43				
3. Accounting Clerk III	$ 8.79				
4. Accounting Clerk IV	$ 11.07				
5. Dispatcher, Motor Vehicle	$ 7.57				
6. Driver Messenger	$ 9.19				
7. File Clerk I	$ 6.04				
8. File Clerk II	$ 6.63				
9. File Clerk III	$ 8.15				
10. Inventory Clerk	$ 7.57				
11. Mail Clerk	$ 7.09				
12. Messenger	$ 5.87				
13. Order Clerk I	$ 6.98				
14. Order Clerk II	$ 9.49				
15. Payroll Clerk	$ 8.83				
16. Production Control Clerk	$ 9.37				
17. Receptionist	$ 6.96				
18. Scheduler, Maintenance	$ 8.55				
19. Secretary I	$ 8.55				
20. Secretary II	$ 9.37				
21. Secretary III	$ 10.79				
22. Secretary IV	$ 12.59				

U.S. DEPARTMENT OF LABOR
EMPLOYMENT STANDARDS ADMINISTRATION
WAGE AND HOUR DIVISION
WASHINGTON, D.C. 20210

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By direction of the Secretary of Labor

Alan L. Moss
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Division of
Wage Determinations

LOCALITY

State: Florida

Area: FL COUNTIES: BREVARD, INDIAN RIVER

Wage Determination No.: 86-1092 (Rev. 13) Date: 09/15/1993

Class of Service Employees	Minimum Hourly Wage	Fringe Benefit Payments			
		Health & Welfare	Vacation	Holiday	Other
23. Secretary V	$ 13.87				
24. Stenographer I	$ 8.35				
25. Stenographer II	$ 8.95				
26. Supply Clerk	$ 8.12				
27. Supply Technician	$ 9.58				
28. Switchboard Operator	$ 6.96				
29. Switchboard Operator-Receptionist	$ 6.96				
30. Transcribing-Machine Typist	$ 7.98				
31. Typist I	$ 6.39				
32. Typist II	$ 7.98				
33. Word Processor I	$ 7.50				
34. Word Processor II	$ 9.28				

Fringe benefits applicable to all classes of service employees engaged in contract performance: 1/ 2/ 3/

1/ HEALTH & WELFARE: Life, accident, and health insurance plans, sick leave, pension plans, civic and personal leave, severance pay, and savings and thrift plans: Employer contributions costing an average of $2.39 per hour computed on the basis of all hours worked by service employees employed on the contract.

U.S. DEPARTMENT OF LABOR
EMPLOYMENT STANDARDS ADMINISTRATION
WAGE AND HOUR DIVISION
WASHINGTON, D.C. 20210

REGISTER OF WAGE DETERMINATIONS UNDER
THE SERVICE CONTRACT ACT
By direction of the Secretary of Labor

Alan L. Moss
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Division of
Wage Determinations

LOCALITY	State: Florida Area: FL COUNTIES: BREVARD, INDIAN RIVER

Wage Determination No.: 86-1092 (Rev. 13) Date: 09/15/1993

Class of Service Employees	Minimum Hourly Wage	Fringe Benefit Payments			
		Health & Welfare	Vacation	Holiday	Other

2/ VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 5 years; 4 weeks after 15 years; and 5 weeks after 20 years. Length of service includes the whole span of continuous service with the present (successor) contractor, wherever employed, and with predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 4.173)

3/ HOLIDAYS: 10 paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.)

NOTE: The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming procedures shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. A written report of the proposed conforming action, including information regarding the agreement or disagreement of the authorized representative of the employees involved or, where there is no authorized representative, the employees themselves, shall be submitted by the contractor to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work. The contracting officer shall review the proposed action and promptly submit a report of the action, together with the agencys' recommendation and all pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6 (b)(2) of Regulations 29 CFR 4)

UNIFORM ALLOWANCE: If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of $3.80 a week (or 76 cents a day); and effective April 1, 1991, the note shall be $4.25 per week (or $.85 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

NOTE: The duties of employees under job titles listed are those described in the Service Contract Act Directory of Occupations, Second Edition, July 1986, unless otherwise indicated. See also 29 CFR Part 4 Section 4.152.

ATTACHMENT 4

INTERFACE ORGANIZATIONS

Throughout the performance of this Agreement the Concessioner may be required to interface with the following organizations.

A. NASA ORGANIZATIONAL INTERFACES

1. Procurement Office (OP)

Office of the Contracting Officer (CO)

Responsible for overall management as specified throughout the Agreement and is responsible for assuring adherence to NASA policy and procedures throughout the term of the Agreement.

2. Public Affairs Office (PA)

a. Visitors Center Branch (PA-VCB)

Delegated representative of the Contracting Officer with responsibility for on-site day-to-day technical surveillance to assist the Concessioner in adhering to NASA policy and procedures as pertains to the PVP.

b. Educational Services Branch (PA-ESB)

Functional responsibilities include specific items required during the term of the Agreement to support the Center For Space Education, educational tours and informational brochures provided to the Concessioner by the Government for distribution to KSC visitors (ref SOW 4.2.2).

c. Media Services Branch (PA-MSB)

Functional responsibilities include news releases, press conferences, special events and all matters concerning the Concessioner as defined in the Agreement (ref SOW 2.3.5).

d. Protocol and Special Events Branch (PA-PSB)

Functional responsibilities include protocol operations, VIP tours, NASA guest operations during launch/landing and special events at KSC (ref SOW 4.2.3).

3. Engineering Development (DE)

Functional responsibilities include the design, construction and modification of Government-owned facilities and Collateral Equipment at KSC, real property, master planning, and all associated environmental matters (ref SOW 5.0 & 1.2.3).

4. Comptroller (AC)

Responsible for the oversight of financial management, including expenditures, accounting, and reimbursables (ref SOW 1.3.5).

5. Installation Management and Operations (IM)

a. Facilities Operations Office (IM-FFO)

Functional responsibilities include Fire Protection Systems, water and waste, power and lighting at KSC (ref SOW 6.3.2).

b. Supply, Transportation and Services Office (IM-SST)

Functional responsibilities include oversight of food services at KSC concerning operations, quality control, sanitation, food storage, housekeeping, etc (ref SOW 3.2). Responsibilities also include accountability for and inventory tracking of Government Property at KSC (ref SOW 1.3.4).

c. Protective Services Office (IM-SPS)

Functional responsibilities include security services (including reimbursable services at SUSA) coordination of operational constraints and investigation of all major incidents and situations at KSC (ref SOW 3.7).

6. Workforce Management and Industrial Relations Office (HM-WIO)

Functionally responsible for providing advice and assistance to all elements of KSC and providing liaison between KSC, KSC contractors, Air Force, U.S. Department of Labor, NLRB and the Federal Mediation Service. Provides interface on a wide variety of topics such as:

a. The Service Contract Act
b. The Davis-Bacon Act
c. DOL rules regarding employee compensation and information pertaining to collective bargaining issues and policies at the Center.

7. Medical and Environmental Health Office (MD-MED)

Functional responsibilities include medical support services (e.g. reimbursable medical services at SUSA) and emergency response to situations or incidents at KSC (ref SOW 3.6), and assuring compliance with all Federal, State and local pollution control and environmental health regulations at KSC (ref SOW 1.2.3).

8. Safety and Reliability (RT)

Functionally responsible for assuring the safety and well being of all employees and visitors at KSC, handling mishaps, and assuring compliance with all applicable Federal, State and local safety regulations and procedures at KSC (ref SOW 1.2.2).

B. KSC CONTRACTOR INTERFACES

1. The Base Operations Contractor (BOC)

Functional responsibility at KSC to support NASA in the following areas and includes specific reimbursable SUSA operations.

a. Safety and Protective Services: Fire protection services, security services, identification and badging, and resource protection.

b. Facilities: Operation and maintenance, technical support, structural integrity and construction inspection.

c. Utilities: Operation and maintenance, water and waste management.

d. Medical Services: Environmental health, sanitation, and pollution control and industrial hygiene, nurses, emergency medical services, and physicals.

e. Roads and Grounds (except as defined in this Agreement): Pavement and landscape maintenance.

2. Shuttle Processing Contractor (SPC)

Functional responsibility at KSC to support NASA/KSC Special Events at SUSA with audio-visual support as required.

3. Atlantic Technical Services (ATS)

Responsible for delivery of intra-center mail at KSC.

4. SpaceMark

Responsible for providing telephone communications throughout KSC including the NASA controlled areas of SUSA but excluding communications services directly related to the operations of the Concessioner.

C. OTHER GOVERNMENT INTERFACES

1. The U.S. Fish and Wildlife Services (FWS), Merritt Island National Wildlife Refuge

Responsible for refuge management including, protection and preservation of the wildlife, and the natural environment at KSC including management of the citrus groves located on center.

2. National Park Service (NPS)

Responsible for the operation and preservation of the Canaveral National Seashore.

3. NASA Exchange - KSC

Responsible for the operation of activities which contribute to the efficiency, welfare, and morale of all KSC employees.

D. OTHER INTERFACES

1. Astronaut Memorial Foundation (AMF)

Responsible for the maintenance of the facilities, landscaping and pavement located within SUSA's boundaries as defined in the KSC/AMF use agreement(s) excluding the Flag poles located adjacent to the memorial. Maintenance of the flag poles and the proper raising and lowering of the flags shall be the responsibility of the Concessioner.

2. Brevard County Tourist Development Council (TDC)

Regarding community activities such as cooperative marketing opportunities and space related community events.

ATTACHMENT 5

EXISTING UTILITY INTERFACES

The following is a description of the existing utility interfaces at SUSA. Potable water and electricity are provided on a reimbursement basis by KSC. Natural Gas is available but at present is not utilized. Future possible uses include heating, cooling, and vehicle fuel. At such time this service will be billed directly to the Concessioner by City Gas Company.

Potable Water - is provided to Spaceport USA by the NASA, Kennedy Space Center water system on a reimbursable basis. As depicted below the Concessioner interface shall be at valves [redacted].

Electrical Power - is provided to Spaceport USA by the Kennedy Space Center as a cost reimbursable through two 13.2 Kv, 3 phase power feeders originating at the KSC Industrial Area Substation, feeders 103 and 206. Spaceport USA electrical distribution system consists of 5 substations of 1000 kva, 13.2 kv to 480/277 volts each. As depicted above the present Concessioner interface is at electrical feeder breakers located [redacted].

Natural Gas - is supplied to Spaceport USA by two gas feeder lines capped for future tie-in as needed. [redacted]

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE OF PAGES
	1 / 35

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
12	See Block 16C	N/A	

6. ISSUED BY CODE

John F. Kennedy Space Center, NASA
Procurement Office
Kennedy Space Center, FL 32899

7. ADMINISTERED BY (If other than Item 6) CODE

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code)

DNC Parks & Resorts at KSC, Inc.
Mail Code: DNPS
Kennedy Space Center, FL 32899

CODE FACILITY CODE

(x) 9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

10A. MODIFICATION OF CONTRACT/ORDER NO. NAS10-12215

10B. DATED (SEE ITEM 13) 4/17/95

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

[ ] The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers [ ] is extended, [ ] is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

(x)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: Mutual agreement of the parties.
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor [ ] is not, [X] is required to sign this document and return 3 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

1) The purpose of this modification is as follows: 1) To revise the pricing tables of, Part1 Special Provisions Article 11.B.6.0 Schedule of Prices and to add pages 34 A& B and 34.1 through 34.25. 2) Revise Part 1, Special Provisions Article 4.B and the resultant changes to Article 5 A and B. Revise and update Article 24-Key Personnel.

2) Please note that in an effort to save paper, this Concession Agreement is printed front to back, therefore, only the changed pages, front or back, are identified as part of this Modification 12. As a result of the above changes, the following pages are replaced and added 11, 12, 12.1, 12.2, 13, 15, 16, 16.1, 18, 19, 19.1, 33, 34, and 34.0 through 34.30,39, 40, 40.1, 47, 60, 122, 125, 127,128,135, 150, 150.1,179 and 180.

3) Change bar in the right margin indicates changes to text on pages. Asterisks * means change on tables.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
Dan LeBlanc COO		Richard G. Quinn Contracting Officer	
15B. CONTRACTOR/OFFEROR /s/ Dan Leblanc COO (Signature of person authorized to sign)	15C. DATE SIGNED 03/ 08/ 05	16B. UNITED STATES OF AMERICA /s/ Richard G. Quinn BY Contracting Officer (Signature of Contracting Officer)	16C. DATE SIGNED 03/ 08 / 05

Florida Space Authority (FSA) means that entity created by the Florida Legislature and with which NASA has entered into a Use Permit and a Pledge Agreement providing for the design, construction, and operation of the Apollo/Saturn V Center.

Spaceport USA (SUSA) means all property and facilities dedicated to the PVP. This name was changed in 1997 to Kennedy Space Center Visitor Complex (KSCVC).

Special Funds means the Facilities Fund, Exhibits Fund, and Transportation Fund established and maintained by the Concessioner pursuant to this Agreement as revenue reserves against which will be charged the expense of replacing, upgrading, renovating, or expanding existing Government facilities and equipment.

Supplemental Fleet means all tour vehicles leased, rented, or otherwise furnished by the Concessioner to satisfy peak visitation periods.

"**Surcharges** mean amounts collected by the Concessioner, within base ticket prices, deposited to the CIA and TIA pursuant to, Article 4.B, and held in trust by the Concessioner for use in the development of the KSCVC as directed by the Contracting Officer.

Technical Representative (TR) means an individual appointed to support the Contract Technical Manager in the day-to-day administration of specific technical areas of the Concession Agreement. The TR's authority and responsibilities will be specified in letters of delegation signed by the Contracting Officer.

Unique Exhibits means historically-significant spaceflight, aeronautical, and associated artifacts, including but not limited to Agency-Peculiar Property, articles on loan to KSC by the Smithsonian Institution's National Air and Space Museum, and the NASA art collection, which are deemed virtually irreplaceable and for which the Concessioner has accountability.

ARTICLE 3 - TERM OF AGREEMENT

A. PERIOD OF PERFORMANCE

This Agreement shall become effective on the date it is signed by the Contracting Officer. The period of performance for this Agreement shall begin May 1, 1995 and shall end on April 30, 2010.

B. PHASE-IN PERIOD

During the phase-in period, which begins on March 1, 1995, and ends on April 30, 1995, the Concessioner shall prepare for performance of the PVP.

C. OPTION TO EXTEND

1. The Government, at its unilateral option, may extend the term of this Agreement for one 5-year period. This option may be exercised by the Contracting Officer by modification to the Agreement which must be issued prior to February 1, 2005.

2. It is understood that the exercise of this option is contingent on, among other things, the quality of the Concessioner's prior performance.

3. Failure of the Government to exercise this option shall not be considered as a termination of this Agreement for convenience of the Government.

4. If the Government exercises this option, all terms and conditions of the Concession Agreement shall continue in full force and effect during the extended period.

5. The option was exercised with Modification #7.

ARTICLE 4 - FINANCIAL ARRANGEMENTS

A. REVENUES

The Concessioner shall be responsible for the collection of all Revenues. Revenues shall be considered to be received at the time of determination of the amount due to the Concessioner for each transaction, whether for cash or credit, and not at the time of billing or payment.

B. SURCHARGES/Concessioner Deposits/ Payments to Special Funds and Improvement Accounts

As specified in this agreement the Concessioner shall collect amounts as part of ticketed or other specified activities or make such payments as specified herein to be deposited into various accounts and funds and held in trust by the Concessioner for use in the development of the KSCVC and its PVP as directed by the Contracting Officer. Descriptions of the accounts and funds are found in Articles 5 and 6. Except as otherwise provided in Articles 5 and 6, the amounts collected and payments shall be deposited monthly in separate, insured, interest-bearing accounts (or other investment approved by the Contracting Officer).

1. Surcharges: Amounts collected by the Concessioner for deposit to the CIA and TIA accounts. Surcharges shall not be considered as Revenue. The bases for determining surcharges as tickets and activities are established over the life of this agreement shall conform to the following requirements. The amounts applicable to specific tickets/activities are reflected in the pricing tables in Article 11.B.6.

a. Capital **Improvement Account (CIA) Surcharge**

(a) Beginning upon contract award and until opening of the new PVP, Bus Tour tickets shall include a CIA surcharge equal to of the price of Adult, Child and Student tickets, respectively.

(b) Beginning upon opening of the new PVP, Bus Tour tickets shall include a CIA surcharge equal to of the price of Adult, Child and Student tickets, respectively.

(c) Beginning with institution of KSCVC admission ticketing on April 8, 2000, a one-day, **Full Admission** ticket is established that includes the privileges of admission to the KSCVC main campus, access to bus tours and admittance to the IMAX Theater. This ticket will be offered in three versions; Adult and Child (available at admission to the KSCVC) and Student (available only to pre-booked, organized youth or education groups). This ticket shall include a CIA surcharge equal to of the price of Adult, Child and Student tickets, respectively. These same surcharge factors shall be included in any multi-day admission tickets including the same privileges as the Full Admission ticket. Activity, program or other offerings that include the privileges of one-day or multi-day Full Admission tickets shall include the CIA surcharge agreed by the parties and reflected in Article 11.B.6 – Pricing Tables.

(d) Beginning with institution of KSCVC admission ticketing on April 8, 2000, a one-day, **Limited Admission** ticket is established that includes the privilege of admission to the KSCVC main campus, but does not include access to bus tours or the IMAX Theater. This ticket will be offered in three versions; Adult and Child (available at admission to the KSCVC) and Student (available only to pre-booked, organized youth or education groups). This ticket shall include a CIA surcharge equal to for all versions. Activity, program or other offerings that include only the privileges of one-day or multi-day Limited Admission tickets shall include the CIA surcharge as the then current, full retail prices for Limited Admission tickets agreed by the parties and reflected in Article 11.B.6 – Pricing Tables.

(e) For all other tickets/activities as developed not covered by the above provisions the CIA surcharge shall be as agreed by the parties at time of approval thereof. In addition to use of the principles reflected in the above provisions to provide general guidance for the application of CIA surcharges to new tickets/activities, normally a CIA surcharge will not be applied to "Add-on" tickets (activity tickets that can only be purchased in addition to purchase of a one-day or multi-day Full Admission ticket). However, in the event the Government believes the nature of any new activities, programs, add-ons or other offerings may impose a degree of utilization and wear and tear on the KSCVC facilities and equipment in excess of that commensurate with the underlying one-day or multi-day Full Admission ticket, then an appropriate increased or additional CIA surcharge shall be applied as agreed by the parties at time of approval thereof.

b. **Theater Improvement Account (TIA) Surcharge**

A TIA surcharge shall be collected for all tickets or activities that include the opportunity for admittance to the IMAX theatre. Tickets or activities that would allow admittance to the IMAX theatre on two or more days shall include a TIA surcharge of

2. Payments to Special Funds: Some payments were established at the beginning of this agreement and others may be established throughout the term of the agreement as the parties may mutually agree. The various payments are as follows.

a. **Facilities Fund**

See Article 6.A. In addition to the payments specified in Article 6.A, the Concessioner shall make the following payments to the Facilities Fund:

(1) Beginning on October 1, 2003, per ticket for direct admission to the AHoF only and for any add-on amounts to KSCVC main campus admission tickets or KSCVC activities that include the privileges of admission to the AHoF. The amounts applicable to specific tickets/activities are reflected in the pricing tables in Article 11.B.6.

(2) Beginning January 1, 2003, first of residual revenue.

(3) Beginning September 11, 2004, of gross revenues from Orlando airport stores.

(4) A per plate for Special Event Catering Services as specified in pricing table Art. 11.B.6.26 in Article 11.B.6.

b. **Exhibits Fund**

See Article 6.B.

c. **Transportation Fund Account**

See Article 6.C. In addition to the payments specified in Article 6.C, beginning with contract modification No. 4 the Concessioner shall make payments to the Transportation Fund Account based upon full admission adult ticket sales and certain other activities requiring use of the buses. The amounts applicable to specific tickets/activities are reflected in the pricing tables in Article 11.B.6.

d. **Service Improvement Account (SIA)**

See Article 4.F.2. Payments

3. **Order of Precedence:** The dollar values of the above defined payments linked to tickets or activities are reflected in the **KSCVC Ticket and Activity Prices** tables in Article 11.B.6. In the event of a conflict between the bases for determining payments reflected above and the payments reflected in the Article 11.B.6 tables, the values in the tables shall take precedence.

4. **Ticket Discounting:** Payment values will be adjusted as follows when the price of a ticket/activity is discounted.

a. A discount is defined as a time-limited or promotional reduction in the approved, full retail price of a ticket/activity. For a price to be considered a discount, the offering must include timely notification and concurrence of the Contracting Officer regarding the reduction from the full retail price.

b. Payments that are fixed dollar amounts will not be reduced if a ticket price is discounted. The one exception is the fixed dollar payments for per plate ticket prices for catered events (Table Art.B.6.26). If and when per plate ticket prices for catered events are discounted, this payment will be reduced by a factor equal to the percent discount off the per plate ticket price for catered events.

c. Payments specified as a percentage factor of a ticket price will be reduced by a factor equal to the percent discount off the ticket price. For example, if a ticket price were discounted by 10%, then the CIA surcharge would be discounted by 10%.

C. OBLIGATIONS FOR REPLACEMENTS, RENOVATIONS AND UPGRADES

In addition to all the other obligations and performance required by this Agreement, the Concessioner shall satisfy the obligations specified in Article 4B. These obligations recognize the Government's minimum requirements to accrue cash reserves for the replacement, renewal, upgrade, and improvement of existing Government-owned facilities, Exhibits, equipment, and vehicles.

g. Licenses and taxes excluding federal income tax:

h. Utilities including commercial telephone services:

i. Reimbursable Government Services listed in Article 17;

j. Subcontracts;

k. Amortization of principal amount of Concessioner Capital Investment, if any;

l. Insurance premiums; including actual incurred losses and lost development associated with self-insured risk retention program;

m. Printing;

n. Uniforms;

o. Supplies and equipment;

p. Phase-in expenses incurred during the phase-in;

q. Phase-out expenses incurred during the final year of the Agreement;

r. Direct cost of corporate support demonstrated to the reasonable satisfaction of the Contracting Officer;

s. Maintenance and repair;

t. Training;

u. Other operating expenses demonstrated to the reasonable satisfaction of the Contracting Officer; and

v. Any administrative costs, trustees' fees or tax liabilities not covered out of funds from the trust accounts established for the CIA, TIA, SIA, Facilities Fund, Exhibits Fund, Transportation Fund and any other fund or account; provided that it is the parties intent that the costs, fees and taxes referenced above shall be paid out of such accounts to the extent that funds are available.

F. DISTRIBUTION OF RESIDUAL REVENUE

1. Treatment of the first of Residual Revenue

a. For the period from contract inception through December 31, 2002 the first of each calendar year's Residual Revenue shall be paid by the Concessioner to the U.S. Treasury.

b. For the period from January 1, 2003 through contract completion the first of each calendar year's Residual Revenue shall be contributed to the Facilities Fund.

2. Treatment of Residual Revenue in excess of the first

The Concessioner shall deposit in a separate, insured, interest bearing account (or other investment approved by the Contracting Officer), hereafter referred to as the "Performance Fee Account", an amount equal to of the first in annual Residual Revenue and the remaining shall be deposited to the SIA, after satisfying the payment of such amounts as required by F.1. The Concessioner shall then use the following formula to determine the amounts to be distributed to the SIA and the Performance Fee Account. This formula is effective from the beginning of the Concessioner's fiscal year 2000.

SIA allocation = ERR (TSR/TR), where

ERR = residual revenue in excess of

TSR = Ticket Sales Revenue: ticket sales include, but are not limited to, full admission (with bus tour), limited admission (main complex only), IMAX, LTT's, AHoF (stand alone admission ticket), any portion of catering/conference fee attributable to these tickets, and the IMAX or admission portion of the educational programs. Items currently excluded from ticket sales include, but are not limited to, the balance of the amounts charged for the educational programs (See attachment 8), audio guide rentals, the add-on ticket for specialty tours, and the add-on for combined admission to KSCVC and AHoF.

TR = Total Revenue = all revenue from ticket sales, food sales, retail sales, rentals and education.

TSR/TR = this factor shall not be greater than nor less than

For any new sources of revenue that may be established, the Contracting Officer will make the determination of where the revenue is to be included for purposes of calculating the above formula; TSR, TR or not included.

The Concessioner shall then deposit remaining Residual Revenue into the Performance Fee Account.

These amounts shall be deposited within 21 days of the end of each month, or accounting period, based on the year-to-date revenues as of each month. With Contracting Officer approval, the Concessioner may withdraw up to of the funds deposited to the Performance Fee Account as provisional distribution of Performance Fee for any annual Performance Fee period. The provisional distribution amount may increase to consider recent Performance Fee scores. The provisional amounts are subject to adjustment at the end of each Performance Fee period.

3. The Concessioner shall earn a percentage, up to percent but not less than percent, of the accrued deposits to the Performance Fee Account plus interest earned thereon. The amount of Performance Fee earned by the Concessioner shall be established by the Fee Determination Official in annual performance reviews in accordance with the Performance Fee Evaluation Plan, Part IV, Attachment 1.

4. The Concessioner shall, upon written notification of the annual Performance Fee determination, promptly distribute the entire Performance Fee Account balance as of the last day of the rated performance period. The Concessioner shall be entitled to receive the percentage of the available account balance as determined by the Fee Determination Official. The Concessioner shall deposit any remaining balance in the Performance Fee Account into the SIA.

5. Performance Fee determinations by the Government under this Agreement are not subject to the "Disputes" clause.

6. All distributions of Residual Revenue are to be considered provisional pending a final annual audit by the Government. Any required adjustments shall be made by the Concessioner.

G. FINANCIAL RECORDS

1. The Concessioner shall maintain complete and accurate double entry accounting records on the Concessioner's fiscal year basis in accordance with generally accepted accounting practices and procedures and as directed by the Contracting Officer. The Concessioner shall be responsible for assuring adequate and proper internal controls are in place and providing detailed records which permit comprehensive audits of the PVP operation.

2. The Concessioner shall keep source documents and memoranda which support the entries to accounting records readily accessible so that full information concerning any account can be furnished (e.g., vouchers, payrolls, receipts, sales slips, cash register tapes, and invoices).

ARTICLE 5 - CAPITAL INVESTMENT

A. CAPITAL IMPROVEMENT ACCOUNT (CIA)

1. In accordance with the terms of the Pledge Agreement between NASA and Florida Space Authority, CIA surcharges collected by the Concessioner shall be deposited directly into such accounts as are required by the pledge to repay amounts deposited by SouthTrust Bank of Alabama to the Apollo/Saturn V Center Project Construction Fund. After all obligations specified in the Pledge Agreement between NASA and Florida Space Authority have been met, the CIA surcharges shall be deposited as specified in Article 4.B and used as directed by the Contracting Officer for the general capital improvement, expansion, or updating of the PVP and KSCVC.

2. Except as provided in Article 5.C, the Government reserves the right to make the final determination concerning the projects to be performed using funds from this account and to establish the priorities for projects. Such determinations will be made by the Contracting Officer after consideration of the concerns and recommendations for the funding of projects as identified by a Review Panel in accordance with Section 5 of the Statement of Work.

3. Subcontracting expenses incurred by the Concessioner in accomplishing CIA-funded projects shall be charged to and paid from the CIA. All subcontracts to be paid using funds from the CIA are subject to the Contracting Officer's consent.

4. Other expenses charged to and paid from the CIA, including the Amortization of any Concessioner Capital Investment advanced to the account, shall be limited to amounts and uses approved in advance by the Contracting Officer.

5. The Concessioner shall transfer to the Government all its title and interest in all the property acquired using funds from the CIA. This transfer shall be without charge to the Government. This transfer shall be made by the Concessioner at the time the Concessioner acquires title to the property, or at such other time as the Contracting Officer shall designate for this transfer.

6. The above notwithstanding, the Government will consult with the Concessioner to assess and thoroughly consider the operations and maintenance impacts of acquiring new capabilities, or embarking on expansions.

7. At the Government's sole discretion, uncommitted amounts on deposit in this account may be transferred to any other Improvement Account or Special Fund if it is determined by the Contracting Officer that such transfer is necessary or in the best interest of the PVP.

8. In the event this Agreement expires or is terminated pursuant to other provisions of this Agreement, all funds on deposit in the CIA shall either be paid over to the Capital Improvement Account of a successor Concessioner, or, at the option of the Contracting Officer, be paid to the Government for deposit to Miscellaneous Receipts of the U.S. Treasury.

B. THEATER IMPROVEMENT ACCOUNT (TIA)

1. As noted in Article 5.A, NASA has entered into a pledge agreement with FSA regarding repayment of the amounts deposited by SouthTrust Bank of Alabama to the Apollo Saturn V Center project construction fund. To the extent that receipts of the CIA surcharge are insufficient to satisfy the terms of the NASA and Florida Space Authority Pledge Agreement, all future earnings from this surcharge, but not amounts already collected and deposited to the TIA, are pledged and assigned to Florida Space Authority until such time as any deficiencies in amounts required to pay obligations pursuant to the Pledge Agreement are satisfied. Until such time as the Pledge Agreement between NASA and Florida Space Authority ceases to be effective, the Concessioner shall monthly, or at such other frequency as NASA and FSA may agree to, deposit the receipts of the TIA surcharges as directed by the Contracting Officer. After all obligations specified in the Pledge Agreement between NASA and Florida Space Authority have been met, the TIA surcharges shall be deposited as specified in Article 4.B and used as directed by the Contracting Officer for the improvement and expansion of theaters, theater productions, and related equipment and systems at KSCVC.

2. Except as provided in Article 5.C, the Government reserves the right to make the final determination concerning the projects to be performed using funds from this account and to establish the priorities for projects. Such determinations will be made by the Contracting Officer after consideration of the concerns and recommendations for the funding of projects as identified by a Review Panel in accordance with Section 5 of the Statement of Work.

3. Subcontracting expenses incurred by the Concessioner in accomplishing TIA-funded projects shall be charged to and paid from the TIA. All subcontracts to be paid using funds from the TIA are subject to the Contracting Officer's consent.

4. Other expenses charged to and paid from the TIA, including the Amortization of any Concessioner Capital Investment advanced to the account, shall be limited to amounts and uses approved in advance by the Contracting Officer.

5. The Concessioner shall transfer to the Government all its title and interest in all the property acquired using funds from the TIA. This transfer shall be without charge to the Government. This transfer shall be made by the Concessioner at the time the Concessioner acquires title to the property, or at such other time as the Contracting Officer shall designate for this transfer.

6. The above notwithstanding, the Government will consult with the Concessioner to assess and thoroughly consider the operations and maintenance impacts of acquiring new capabilities, or embarking on expansions.

7. At the Government's sole discretion, uncommitted amounts on deposit in this account may be transferred to any other Improvement Account or Special Fund if it is determined by the Contracting Officer that such transfer is necessary or in the best interest of the PVP.

8. In the event this Agreement expires or is terminated pursuant to other provisions of this Agreement, all funds on deposit in the TIA shall either be paid over to the Theater Improvement Account of a successor Concessioner, or, at the option of the Contracting Officer, be paid to the Government for deposit to Miscellaneous receipts of the U.S. Treasury.

C. CONCESSIONER CAPITAL INVESTMENT AND OTHER FUNDING OR FINANCING

1. During the first 17 months of the term of this Agreement, the Concessioner shall provide _____ to fund improvements and renovations to the existing food service and souvenir sales facilities at Kennedy Space Center Visitor Complex in substantial conformance to the concepts proposed in Delaware North Park Service's proposal, dated October 3,

Concessioner may also propose to the Contracting Officer additional methods of generating revenues for the PVP which are not currently described herein. Additional goods and services proposed by the Concessioner, if accepted by the Contracting Officer, will be negotiated and definitized in this Article.

3. The Concessioner shall not offer any other goods or services to the visiting public.

B. PRICING POLICY

1. Pricing for all ticketed activities are included in this article. These ticket prices may only be increased with the approval of the Contracting Officer.

2. Pricing for all other goods and services shall be established by the Concessioner based on:

a. the price charged for like or similar items or services by comparable establishments in Central Florida, and other like attractions;

b. the manufacturer's suggested retail price (if any), and;

c. other appropriate factors.

3. It is the Government's policy that KSCVC visitors be offered goods and services of high value at the lowest reasonable price. While not requiring the Concessioner to obtain Government approval for pricing of non-ticketed services and goods such as food and souvenirs, the Government will closely monitor the Concessioner's pricing practices. The Government reserves the right to review the pricing of individual items and require the Concessioner to justify the retail pricing based on the factors listed above.

4. Concessioner shall submit admission pricing billboard presentations and other on site postings of tickets, activities and services to the COTR and/or the Contracting Officer in sufficient time prior to implementation to allow for review and comment.

5. Concessioner may offer ticket discounts deemed to be in the best interest of the KSCVC (see article 4B.4 for a definition of a discount).

6. Schedule of Prices and Surcharges

a. KSCVC ticket and activity prices and Payments shall be as set forth in the **KSCVC Ticket and Activity Prices /Payment** tables on the following pages.

Table Article **11.B**.6.0 – Index of Pricing and Payment Tables

Table Article **11.B**.6.1 thru **11.B**.6.30. These tables present pricing, payments, ticket/activity descriptions and other pertinent information by ticket/activity title.

b. All ticket/activity deletions, additions, the pricing thereof, and changes to pricing shall be subject to Government approval.

c. Beginning in February 2005, the Concessioner shall create, keep current and distribute a document entitled "No Admission Access Programs at the KSCVC." The document shall include a description of the current programs that allow access to any areas of the KSCVC without charge, such as the "Shopper's Pass" or Free Limited Access for Nationwide NASA Employees and KSC Contractor Employees". The document shall include an appendix of the descriptions of programs no longer available. The document shall be distributed to the COTR (five copies if hardcopy) and the Contracting Officer. (three copies if hardcopy)

All No Admission Access Programs shall be submitted to the COTR and the Contracting Officer in sufficient time prior to implementation to allow for review and comment.

b. The Concessioner is required to support special events away from KSCVC, in accordance with Section 2.3.4.3 of the Statement of Work. The maximum level of unreimbursed support the Concessioner shall provide annually for such External Special Events shall not exceed [redacted] Each event, and associated support requirements, will be defined by the Government no later than 30 days from its scheduled occurrence.

c. The concessioner is authorized to operate two (2) Retail Stores at the Orlando International Airport (OIA) in accordance with the lease agreements signed by the Greater Orlando Airport Authority and the Concessioner on March 26, 2003 and May 7, 2004. All retail and food sales shall be designated TR-Total Revenue and any ticket sales shall be designated TSR-Ticket Sale Revenue in accordance with Article 4, Section F, paragraph 2.

4. Sponsored PVP Activities

a. The Concessioner is authorized to solicit and accept contributions of funds, property other than real property, and services from third parties to sponsor and support the activities of the PVP.

b. Prior to any solicitation, the Concessioner shall submit, for Contracting Officer or authorized representative approval, the names of proposed individuals or organizations to be solicited, a solicitation plan and draft of materials to be used.

c. The conditions under which any contribution is made shall be documented in a written agreement signed by the Concessioner and the contributor, and subject to the consent of the Contracting Officer. The agreement shall include a description of the contribution and the recognition to be given to the contributor. The Concessioner shall not accept any contribution until the Contracting Officer's consent of the proposed agreement is obtained.

d. The agreement for any contribution of funds shall provide that the contribution is an unconditional gift.

e. The agreement for any property given outright shall specify that the gift is unconditional and that title to the property shall pass to and vest in the Government upon receipt and acceptance of the property by the Concessioner.

f. The agreement for any loaned property shall specify the duration of the loan and the responsibilities of the parties for matters such as accountability, control, use, maintenance, repair, restoration, loss, damage, etc. If the contributor requires protection against risks of loss or damage, the cost of such insurance shall be borne by the contributor.

g. The agreement for any services to be performed at KSC must comply with applicable laws and regulations.

h. Contributed funds shall be deposited by the Concessioner to the Exhibits Fund or the Service Improvement Account, as directed by the Contracting Officer, or as otherwise negotiated, and shall be accounted for separately in all reports concerning those accounts.

i. All property unconditionally contributed, or acquired, pursuant to this Article shall be considered as Government Property provided to the Concessioner. The Concessioner's responsibilities for such property shall be as defined in Article 18 and/or 19.

ARTICLE 12 - OPERATING REQUIREMENTS

A. HOURS OF OPERATION

The Concessioner shall insure that KSCVC is open and available to the public between the hours of 9:00 a.m. to the time of day/hour as approved by the Contracting Officer or by his/her authorized representative five (5) calendar days prior to implementation, seven days a week, with the exception of Christmas Day, unless otherwise directed by the Contracting Officer.

B. SUPPORT FOR LAUNCH/LANDING OPERATIONS

1. The Concessioner shall furnish support for NASA guest activities conducted in association with KSC launch and landing operations. The support shall be provided at such times and in the manner described in PAO-40007, "Public Affairs Support Plan for Space Shuttle Launches and KSC Landings."

2. NASA Guest Operations will be housed in KSCVC facilities dedicated for such use and maintained by the Concessioner. Should it become necessary or desirable to relocate NASA Guest Operations from its current location, Bldg. M6-409, Room 2001, the Government shall direct the site, size, and capabilities to be provided in new KSCVC facilities dedicated to this purpose in accordance with Section 5 of the Statement of Work.

3. The Concessioner shall provide the following minimum support:

a. Bus transportation and drivers, if required, as defined in Article 11.C.

b. Catering services, if required, as defined in Article 11.F.

c. Opening and staffing KSCVC facilities at times required to support guest arrival.

d. Opening KSCVC food service and souvenir facilities as required by Public Affairs for the convenience of guests.

e. Furnishing appropriate personnel to support special prelaunch briefings and presentations in KSCVC facilities as designated by Public Affairs.

f. Roping off and directing access to reserved areas of the KSCVC parking lot for arriving NASA guests.

g. Closing KSCVC to the general public, and resuming normal operations in accordance with NASA-approved security plans.

h Support of NASA Administration of Concession Agreement:
The concessioner shall furnish office space for a small number of NASA personnel responsible for the administration of this agreement, i.e. a Contracting Officer /Alternates and pertinent contracting officer's representatives.

5. Security protection and traffic control services, including maintenance of the security alarm system equipment and any other protection deemed necessary by NASA beyond the requirement in Section 3.7.2 of the Statement of Work;

6. Mosquito control, as part of KSC-wide aerial, aquatic, or ground spraying program;

7. Maintenance and repair responsibilities at tour stops as defined in Section 6.3.3 of the Statement of Work;

8. Replacement of any 13.2 KV substation equipment, complete sewage treatment plant, potable water interface valves, at the end of their useful life;

9. Pump/clean grease traps in food preparation areas;

10. Periodic safety inspection of all equipment and facilities and testing of all safety equipment as identified by the Concessioner or by the Government. (This is in addition to and does not relieve the Concessioner of inspection requirements);

11. Storage and retrieval of as-built drawings;

12. Power to main gate entrance signs;

13. Such other services and items as the Contracting Officer may determine to be in the Government's interests, at the sole discretion of the Contracting Officer.

14. The above services shall not be provided to the Concessioner at the Off Site Location/ Orlando International Airport Retail Stores (OIA). The Concessioner and its employees shall observe and comply with all applicable provisions of municipal, county, state, or federal laws, ordinances, regulations or rules which govern or apply to the concessioner, the employees or to its operation at the Orlando International Airport Retail Stores.

B. GOVERNMENT PROVIDED - REIMBURSABLE

The Concessioner shall obtain the utilities and services listed below exclusively from the Kennedy Space Center and shall reimburse KSC for the cost of these utilities and services. Costs will be determined in accordance with the NASA Financial Management Manual, Part 9090, "Guidelines Applicable to Reimbursable Agreements."

1. Electrical power for KSCVC;

2. Water for KSCVC;

3. Physical examinations for bus driver/tour escorts in compliance with KSC and ICC regulations;

NAME	POSITION
Dan LeBlanc	President and Chief Operating Officer
Chris Wellman	Director - Project Development
Catherine Murphy	Director - Retail
Jean – Pierre Turgot	Director - Food and Beverage
Vickie Scharfberg	Director - Marketing
Mary Hammett	Director - Facilities
Steve Geis	Director - Guest Services
Darlene Evans	Director of Finance

ARTICLE 25 – TERMINATION

A. TERMINATION FOR DEFAULT

In case of any default, including continued unsatisfactory performance by the Concessioner under this Agreement, the Contracting Officer may terminate this Agreement by the following procedure:

1. The Contracting Officer shall give to the Concessioner written notice specifying the particulars of the alleged default or unsatisfactory performance.

2. Within 30 days after receipt by the Concessioner of such notice, the Contracting Officer shall grant to the Concessioner an opportunity to be heard upon the charges.

3. Following such opportunity to be heard, the Contracting Officer shall have power to determine whether there has been such a default or unsatisfactory performance.

4. If the Contracting Officer decides that there has been such a default or unsatisfactory performance, the Contracting Officer will give to the Concessioner written notice of such decision specifying the particulars thereof.

5. If the Concessioner fails or refuses to remedy such default or unsatisfactory performance within such reasonable period of time as may be fixed by the Contracting Officer, then the Contracting Officer may declare this Agreement terminated for default upon such date or upon such contingency as deemed proper to protect the public interest, provided that such termination of this Agreement shall not terminate any right by the Concessioner to (a) recover its unamortized Concessioner Capital Investment from a successor Concessioner and (b) have the successor Concessioner repay in full any remaining Development Loan Balance, both as provided in Article 5.C. However, the amount of any unamortized Concessioner Capital Investment and any remaining Development Loan Balance may be reduced, in the aggregate, by a reasonable and equitable amount for the following costs:

a. IMAX I Theater
b. IMAX II Theater
c. Universe Theater
d. AHoF Theater
e. Apollo/Saturn V Center
   (1) Saturn V Theater
   (2) Lunar Landing Theater

3.2 FOOD SERVICES

The Concessioner shall manage, operate, and perform the food service functions described in this section.

The services under this Agreement shall be performed at KSCVC in designated facilities, and be available to all individuals using these facilities. All required support shall be in accordance with KHB 1870.1A as well as applicable local, State, and Federal laws and regulations. Procedures and quality control practices shall be in accordance with the Food Service Industry Standards.

3.2.1 Food Services Operations

The Concessioner shall manage and operate food services in the facilities listed below and any future operations brought on-line during the term of this Agreement.

a. Orbit Cafeteria
b. Lunch Pad
c. Milky Way Parlor
d. New Frontier
e. Pizza/Hot Dogs
f. LC-39 Snackbar
g. Mila's Restaurant
h. Apollo/Saturn V Center
i. Mobile Food and Beverage Dispensing Units
j. Warehouse Food Storage Areas

The Concessioner shall develop and submit a Food Management Plan in accordance with RRD PL-8. All KSCVC food service facilities shall be open to the visiting public and operated in accordance with the Food Management Plan. All food shall be prepared and handled in accordance with KHB 1870.1A as well as applicable local, State and Federal laws and regulations.

At least one food service unit capable of serving continental type breakfast items and/or beverage/retail unit shall be open for business at the KSCVC normal opening hour or otherwise as approved by the Contracting Officer. One food service unit is required to serve a full breakfast menu daily, from start of operations until 11:00 a.m.

The Concessioner shall offer a catering service with a standard menu, to be available for special groups in accordance with Part I, Article 11.

3.3 SOUVENIR SALES

3.3.1 Souvenir Sales Operations

The Concessioner shall manage and operate the existing souvenir sales facilities listed below and any new facilities which may be added during the term of this Agreement.

a. Space Shop I, Main Complex
b. Space Shop II, Main Complex
c. Space Shop ASVC
d. Space Shop ISSC
e. Space Shop LC 39
f. Space Shop AHoF
g. Vending Carts
h. Central Receiving
i. Orlando International Airport (OIA) Retail Stores (Concourse A & B)

The Concessioner shall provide souvenir sales support at KSCVC and the Banana Creek Viewing Site to support NASA Guest Operations during launch/landing operations at KSC as defined in PAO-40007, Public Affairs Support Plan for Space Shuttle Launches and KSC Landings.

The use of bar codes and electronic devices for sales, inventory, etc., is required. In addition, the price of each item or service offered for sale shall be separately and conspicuously posted or marked by the Concessioner.

3.3.2 Approval of Sale Items

Subject to the approvals required herein, the Concessioner shall locate, identify, and provide merchandise and other articles to be offered for sale to the visiting public in the souvenir sales operations at KSCVC and Off Site Locations.

A Review Panel shall review items proposed to be offered for sale. Except for limited quantities of products used for test marketing purposes, no item may be sold or displayed without prior approval of the Review Panel as required by Part I, Article 11E. Prior approval of the Contracting Officer is required only as defined in 3.3.3 of this section.

The Concessioner's overall pricing of items shall be in accordance with Part I, Article 11.

3.3.4 Mail Order Service

The Concessioner shall develop and implement a mail order service. Services offered shall include:

a. Developing, maintaining, issuing, and mailing out a free catalog listing of items for sale; a description of the item; available sizes and colors; cost of goods including shipping and handling costs. Review Panel approval shall be required prior to printing of catalogs;

b. Wrapping and shipping items for an approved handling fee (plus shipping costs) ordered from the Concessioner by phone, fax, or mail, or purchased by the visitor during their visit to KSCVC.

c. Offering souvenir items on-line via shopping bulletin boards such as CompuServe and America Online.

3.4 TICKET SALES

3.4.1 Ticket Sales Operations

The Concessioner shall manage and operate the ticket sales facilities listed below as well as any that may be added during the term of this Agreement.

a. Ticket Plaza
b. Inside Sales Office
c. Astronaut Hall of Fame
d. Information Central
e. Orlando International Airport (OIA) Retail Stores (Concourse A & B)

The Concessioner shall operate the Automated Ticketing System to produce individual tickets for each visitor, to track available capacity, and record aggregate ticket sales per day by type. Such tickets shall specify price and as appropriate, the date and scheduled time of use.

Staffing and operation of all ticketing facilities shall be planned such that visitor wait times in ticket lines should not exceed 15 minutes.

The Concessioner shall operate the Group Sales Office to accommodate advance reservations for visitor groups, special events, VIP tours, and to distribute tickets to groups and to visitors receiving complimentary tickets.

3.4.2 Approval of Ticket Prices

Pricing policy and posting/marking of price shall be in accordance with the Part I, Article 11.

3.4.3 Complimentary Tickets and Showings

In accordance with Part I, Article 11, the Concessioner shall:

a. Develop and implement procedures for authorizing, issuing, and accounting for complimentary tickets;

b. Develop procedures for blocking theater seats and admitting NASA guests. These procedures shall be submitted for approval by the Contracting Officer, or authorized representative, in accordance with RRD PR-3.

c. Develop procedures for authorizing, issuing and accounting for No Admission Programs at the KSCVC

3.5 EXHIBITS

The Concessioner shall manage and operate all KSCVC exhibit areas including those listed below and any that may be added during the term of this Agreement.

a. Information Center
b. Galaxy Center
c. Exploration in the New Millennium
d. Rocket Garden
e. Shuttle "Explorer" Area
f. NASA Art Gallery
g. Children's Play Dome
h. Apollo/Saturn V Center
i. Complex 5/6 at CCAS
j. LC39 Observation Gantry
k. International Space Station
l. Early Space Exploration
m. Debus Conference Facility
n. Robot Scouts
o. Universe Theater
p. Nature & Technology
q. KSCVC Exhibits and Audio Visual Library
r. Exhibits Storage Areas
s. Mad Mission to Mars
t. Astronaut Hall of Fame
u Orlando International Airport (OIA) Retail Stores (Concourse (A &B)

3.5.1 KSCVC Exhibits and Audio Visual Library

The Concessioner shall establish a system to permanently store master copies of all audio/visual programs, audio tapes, final scripts, design documentation, reference materials, and artwork for posters, brochures, etc., used in the development of Exhibits and presentations at KSCVC. In addition, the Concessioner shall maintain a catalogue system to assure that materials are protected from loss. This system shall assure that all items are easily located and shall be made available for use with approval of the Contracting Officer or authorized representative.

3.5.2 Exhibit Storage

The Concessioner shall maintain an up-to-date log of all exhibit items in storage at KSCVC, in off-site storage locations, and on loan to outside organizations. This log shall be made available to the Contracting Officer, or authorized representative, upon request.

3.6 FIRST AID AND EMERGENCY MEDICAL CARE

The Concessioner is responsible for providing first aid emergency medical care at KSCVC and on the tour when necessary. Government responsibilities will be in accordance with Part I, Article 17.

b. NASA-referred, defined as those who have contacted NASA directly with a request and have been referred to the Concessioner. At the discretion of the Concessioner, such individuals or parties may be provided a special tour in accordance with approved tour charges and operating policies;

c. Privately-requested, defined as those who have contacted the Concessioner directly, and in the judgment of the Concessioner warrant accommodation as VIPs. At the discretion of the Concessioner, such individuals or parties may be provided a special tour in accordance with approved tour charges and operating policies.

The Concessioner shall provide daily a 48 hour schedule of planned VIP tours in accordance with RRD RE-12.

4.2.3.2 NASA-Sponsored

The Concessioner shall provide driver, transportation and, if required, escort services to support special tours for NASA-sponsored groups. Examples of NASA-sponsored groups include, but are not limited to invited guests and Manned Flight Awareness groups. Such groups will be toured on dedicated vehicles, follow an itinerary prescribed or approved by the Contracting Officer, or authorized representative, and shall be accommodated in accordance with Part I, Article 11C.

4.2.3.3 Visitors with Disabilities

The Concessioner shall provide and ensure broad awareness of, special tour opportunities for visitors with disabilities. Such opportunities must be in conformance with the provisions of the ADA, and shall be provided at no additional charge above that which would be charged to any other visitor taking the General Public Tour.

This type of tour requires specially-equipped, and if necessary, dedicated vehicles. Drivers and/or escorts assigned to support specific disabled individuals or parties shall possess the necessary knowledge and skills to provide a comfortable and informative tour experience.

4.2.3.4 Charter Buses

Charter bus tours arranged in advance by their operators may become a type of special tour. The handling of such groups shall be addressed by the Concessioner in preparation of RRD PL-11 (reference 4.4.2).

4.2.4 Launch Viewing Opportunities (LVO)

At NASA's discretion the Concessioner shall offer tickets to the general public for LVO as approved by the NASA Contracting Officer, or authorized representative. Total patronage for any LVO is currently a minimum of 1500 and a maximum of 5000 per event, based on range safety requirements. The Contracting Officer, or authorized representative, may authorize or require changes to this limit.

b. Exhibit projects required to communicate information concerning NASA's activities and the results thereof, implement the development program outlined in the master plan, and provide new capabilities required by the Government to accomplish the objectives of the PVP;

c. Transportation projects required to expand or replace existing tour vehicles and support systems in accordance with the master plan, Tour Transportation Operations Plan (reference RRD PL-12), and provide new capabilities required by the Government to meet the needs of the PVP.

The Concessioner shall compile and submit proposed projects for NASA approval. The submittal of candidate facility projects shall be in accordance with RRD RE-14.

In addition, the Concessioner shall identify the need for other projects as may be necessary to address unexpected requirements or opportunities.

5.3.2 Project Approval

Except as otherwise provided by the terms of Part I, Article 5C, the Government reserves the right to make the final determination as to which projects will be implemented, and will provide the Concessioner with an approved funding plan which identifies all approved projects, their assigned priority, authorized funding level and source. These determinations and approvals by the Contracting Officer will be based upon the input and recommendations of a Review Panel, which shall assure joint consideration of both the Government's and Concessioner's interests and concerns.

The Government will prepare, with Concessioner input, a Project Implementation Plan (NASA Form 1509 and Form 1510) for each approved facility project. The Concessioner shall input by submitting for each approved facility project the data described in RRD PL-14.

The Concessioner shall prepare a Project Implementation Plan for each approved exhibit project and transportation project in accordance with RRD PL-14, to define project phases, schedules, and estimated costs.

Any modifications to the projects, funding limitation, or priorities identified in the approved funding plan shall require the approval of the Contracting Officer.

5.3.2.1 KSC 52.236-130 CONDUCT OF FACILITY PROJECTS (APR 2000)

A. Approval
The contractor shall not award or otherwise proceed with implementation of any facility project without a NASA approved Facility Project – Brief Project Document (NASA Form 1509). The contractor shall prepare or otherwise support the preparation of NASA Form 1509's in accordance with the current edition of NPG 8820.2, Facility Project Implementation Handbook, and the current version of the KSC procedure for Facility Project Approval and Implementation.

For purposes of this requirement a Facility Project is defined as any new construction, repair, and /or modification affecting Government real property located on KSC regardless of the source of funding, or located elsewhere and funded by KSC, and costing more than $50,000. Planning and design activities leading to the implementation of the actual construction, repair or modification work normally can be accomplished prior to 1509 approval. When in doubt, guidance as to whether or not a particular activity is a Facility Project, is "implementation" versus "planning and design," and / or the applicability of this requirement in relation to specific projects should be obtained from the KSC Spaceport Services Management Integration Office.

B. File Documentation

Construction subcontract file documentation shall include a copy of the approved NASA Form 1509 authorizing the project. For construction subcontracts requiring Contracting Officer consent, the consent file shall include a copy of the approved NASA Form 1509 authorizing the project.

5.3.3 Project Status Reports/Reviews

The Concessioner shall provide a detailed monthly Project Status Report on each approved project in accordance with RRD RE-15. The Concessioner shall support a monthly Project Status Review with appropriate personnel.

5.4 FACILITY PROJECTS IMPLEMENTATION

The Concessioner's responsibilities in support of project implementation are described in the following paragraphs for each project phase and are dependent upon the implementation approach selected by the Government.

APPENDIX 1

REPORTING REQUIREMENTS DOCUMENTS (RRD)

DOC NO.	REPORTING REQUIREMENT DOCUMENTS INDEX	FREQUENCY	DISTRIBUTION AFTER APPROVAL	SOW REFER-ENCE
	PLANS		**CODE**	
PL-1	Management Plan	Annual Review/Rev	OP-OS-V, XA-D1	1.1
PL-2	Training Plan	Annual Review/Rev	OP-OS-V, XA-D1	1.2.1
PL-3	Safety and Health Plan	Annual Review/Rev	OP-OS-V, XA-D1, QA-A1, TA-C1	1.2.2
PL-4	Environmental Management Plan	Annual Review/Rev	OP-OS-V, XA-D1, TA-C2	1.2.3
PL-5	Risk Management Plan	Annual Review/Rev	OP-OS-V, XA-D1	1.2.5
PL-6	Public Relations Program Plan	Annual Review/Rev	OP-OS-V, XA-D1	2.3
PL-7	Sponsored PVP Activities Program Plan	Annual Review/Rev	OP-OS-V, XA-D1	2.5
PL-8	Food Management Plan	Annual Review/Rev	OP-OS-V, XA-D1, TA-C2	3.2.1
PL-9	Emergency Medical Plan	Annual Review/Rev	OP-OS-V, XA-D1, TA-C2	3.6.1a
PL-10	Security Plan	Annual Review/Rev	OP-OS-V, XA-D1, TA-E2	3.7.1a
PL-11	Operating the General Public Tour	Annual Review/Rev	OP-OS-V, XA-D1	4.4.2
PL-12	Tour Transportation Operations Plan	Annual Review/Rev	OP-OS-V, XA-D1	4.6.2
PL-13	Kennedy Space Center Visitor Complex Comprehensive Master Plan	Annual Review + 5 year	OP-OS-V, XA-D1, TA-D1-C	5.2
PL-14	Project Implementation Plan	As Required	OP-OS-V, XA-D1, TA-D1-C	5.3.2
PL-15	Maintenance Plan	Annual Review/Rev	OP-OS-V, XA-D1, TA-D1-A	6.0
PL-16	Emergency Preparedness Plan	Annual Review/Rev	OP-OS-V, XA-D1, TA-G	1.2.6
PL-17	Exhibits Maintenance and Inspection Plan	Annual Review/Rev	OP-OS-V, XA-D1	6.4
PL-18	Transportation Quality Control Plan	Annual Review/Rev	OP-OS-V, XA-D1, TA-D1-A	6.5.5
PL-19	Labor Relations Plan	Annual Review/Rev	OP-OS-V, XA-D1, QA-A1	1.2.7
PL-20	Phase-out Plan	Initial + As req'd	OP-OS-V, XA-D1	1.6
	PROCEDURES			
PR-1	Tour Policies and Procedures Handbook	Annual Review/Rev	OP-OS-V, XA-D1	4.1
PR-2	Pre-Employment Assessment of Driver Qualifications	As Req'd + Annual	OP-OS-V, XA-D1	4.5.1
PR-3	Complimentary Tickets and Showings	Annual Review/Rev	OP-OS-V, XA-D1	3.4.3
PR-4	No Admission Programs at the KSCVC	As Req'd + Annual	OP-OS-V, XA-D1	3.4.3c

	REPORTS			
RE-1	Safety Inspection Report	Annual + As req'd	XA-D1, TA-C1	1.2.2a
RE-2	Safety Statistics Record	Monthly	XA-D1, TA-C1	1.2.2f
RE-3	Reporting of Mishaps	As required	XA-D1, TA-C1	1.2.2g
RE-4	Pollution Incident Report	As required	XA-D1, TA-C2	1.2.3f
RE-5	Financial Reports	Monthly/Annual	OP-OS-V, XA-D1, GG	1.3.5
RE-6	Visitor Data Report	Weekly	OP-OS-V, XA-D-1	2.3.2.4a
RE-7	Visitor Profile Report	Quarterly	XA-D1	2.3.2.4b
RE-8	NASA Art Inventory Report	Annual	XA-D1	2.6d
RE-9	Personnel Reporting	Monthly/Annual	OP-OS-V, XA-D1	1.5
RE-10	Report of Government-Owned/Contractor-Held Property	Quarterly	TA-E1	1.3.4
RE-11	Notification of Reduction in Workforce	As required by SCA	OP-OS-V, XA-D1, QA-A1	1.5
RE-12	48-Hour Schedule of VIP Tours Report	Daily	XA-D1	4.2.3.1
RE-13	Projected Account and Fund Earnings Report	Annual	XA-D1	5.1
RE-14	Proposed Projects Report	Annual	XA-D1, TA-D1-A	5.3.1
RE-15	Project Status Report	Monthly	XA-D1,	5.3.3
RE-16	(Reserved)			
RE-17	Exhibit Maintenance Status Report	Monthly	XA-D1	6.4.3
RE-18	Annual Summary of Visitation to KSCVC Report	Annual	XA-D1	2.3.2.4
RE-19	PVP Recommended Improvements Report	Annual	XA-D1	2.3.2.3e
	DATA			
DA-1	Facilities Planning Information	As required	XA-D1, TA-D1-A	5.2
DA-2	Facility Projects Design Documentation	As required	XA-D1, TA-D1-A	5.4.1.1

Concession Agreement NAS10-12215

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE OF PAGES
	1 / 7

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. *(If applicable)*
13	See Block 16C	N/A	

6. ISSUED BY CODE

John F. Kennedy Space Center, NASA
Procurement Office
Kennedy Space Center, FL 32899

7. ADMINISTERED BY *(If other than Item 6)* CODE

8. NAME AND ADDRESS OF CONTRACTOR *(No., street, county, State, and Zip Code)*

Delaware North Parks Services of Spaceport, Inc.
Mail Code: DNPS
Kennedy Space Center, FL 32899

CODE FACILITY CODE

(x) 9A. AMENDMENT OF SOLICITATION NO.

9B. DATED *(SEE ITEM 11)*

10A. MODIFICATION OF CONTRACT/ORDER NO.
NAS10-12215

10B. DATED *(SEE ITEM 13)*
4/17/95

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

[ ] The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers [ ] is extended, [ ] is not extended.
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA *(If required)*

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

(x)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: *(Specify authority)* THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES *(such as changes in paying office, appropriation date, etc.)* SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: Mutual agreement of the parties.
	D. OTHER *(Specify type of modification and authority)*

E. IMPORTANT: Contractor [ ] is not, [X] is required to sign this document and return 3 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION *(Organized by UCF section headings, including solicitation/contract subject matter where feasible.)*

1) The purpose of this modification is as follows: 1) Revise Appendix 1 and RE -10 Report of Government – Owned / Contractor – Held Property reporting frequency, in accordance with PIC 04-12 dated June 9, 2004, attached.

2) Please note that in an effort to save paper, this Concession Agreement is printed front to back, therefore, only the changed pages, front or back, are identified as part of this Modification 13. As a result of the above changes, the following pages are replaced: 180, and 196.

3) Change bar in the right margin indicates changes to text on pages.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER *(Type or print)*		16A. NAME AND TITLE OF CONTRACTING OFFICER *(Type or print)*	
Dan LeBlanc Chief Operating Officer		Richard G. Quinn Contracting Officer	
15B. CONTRACTOR/OFFEROR /s/ Dan Leblanc Chief Operating Officer *(Signature of person authorized to sign)*	15C. DATE SIGNED 07/21/04	16B. UNITED STATES OF AMERICA /s/ Richard G. Quinn BY Contracting Officer *(Signature of Contracting Officer)*	16C. DATE SIGNED 07/ 21/ 04

	REPORTS			
RE-1	Safety Inspection Report	Annual + As req'd	XA-A, TA-C1	1.2.2a
RE-2	Safety Statistics Record	Monthly	XA-A, TA-C1	1.2.2f
RE-3	Reporting of Mishaps	As required	XA-A, TA-C1	1.2.2g
RE-4	Pollution Incident Report	As required	XA-A, TA-C2	1.2.3f
RE-5	Financial Reports	Monthly/Annual	OP-OS-V, XA-A, GG	1.3.5
RE-6	Visitor Data Report	Weekly	OP-OS-V, XA-A	2.3.2.4a
RE-7	Visitor Profile Report	Quarterly	XA-A	2.3.2.4b
RE-8	NASA Art Inventory Report	Annual	XA-A	2.6d
RE-9	Personnel Reporting	Monthly/Annual	OP-OS-V, XA-A	1.5
RE-10	Report of Government-Owned/Contractor-Held Property	Monthly (Mod 13)	TA-E1	1.3.4
RE-11	Notification of Reduction in Workforce	As required	OP-OS-V, XA-A, QA-A1	1.5
RE-12	48-Hour Schedule of VIP Tours Report	Daily	XA-A	4.2.3.1
RE-13	Projected Account and Fund Earnings Report	Annual	XA-A	5.1
RE-14	Proposed Projects Report	Annual	XA-A, TA-D1-A	5.3.1
RE-15	Project Status Report	Monthly	XA-A,	5.3.3
RE-16	(Reserved)			
RE-17	Exhibit Maintenance Status Report	Monthly	XA-A	6.4.3
RE-18	Annual Summary of Visitation to KSCVC Report	Annual	XA-A	2.3.2.4
RE-19	PVP Recommended Improvements Report	Annual	XA-A	2.3.2.3e
	DATA			
DA-1	Facilities Planning Information	As required	XA-A, TA-D1-A	5.2
DA-2	Facility Projects Design Documentation	As required	XA-A, TA-D1-A	5.4.1.1

RE-8 NASA ART INVENTORY REPORT (ref SOW 2.6d)

This report shall explain the approach used for inventory control and tracking of the original pieces of art from the NASA Art Collection displayed or stored at KSCVC. It shall identify the department having responsibility for this function, and document the methods used to inventory and maintain selections from the NASA Art Program at KSCVC. The report shall, as a minimum, provide the following information for each piece of art:

1. Location;
2. Visual identification;
3. Description;
4. Frequency and method of cleaning;
5. Security measures to protect the art.

RE-9 PERSONNEL REPORTING (ref SOW 1.5)

Within 5 working days of the end of the month, the Concessioner shall report to the Contracting Officer end-of-month on-board personnel strength statistics, including numbers and skills of employees by functional area. Additionally, an annual workforce projection is required indicating the average number of employees anticipated to be on-board by day and shift during the next fiscal year. When the Apollo/Saturn V Center comes on line, these statistics shall also be sorted by geographic area.

Reference: KMI 7710.1D.

RE-10 REPORT OF GOVERNMENT-OWNED/CONTRACTOR-HELD PROPERTY (ref SOW 1.3.4)

The Concessioner shall prepare and submit a monthly NASA Form 1018 Report of Government-Owned/Contractor-Held Property in accordance with NASA FAR Supplements 1852.245-73, 1845:505-14, 1845:7101 and Procurement Information Circular (PIC) 04-12 dated June 9, 2004. The due dates for monthly,quarterly and annual submissions are provided in Enclosure 2 of PIC 04-12. The Concessioner may elect to use the preferred NASA Electronic Submittal System (NESS) in lieu of the manual method. The Concessioner shall submit a final NASA Form 1018 for approval by the KSC Industrial Property Office within 30 days after expiration of the Concession Agreement.

Concession Agreement NAS10-12215

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE OF PAGES
	1 / 7

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. *(If applicable)*
14	See Block 16C	N/A	

6. ISSUED BY CODE

John F. Kennedy Space Center, NASA
Procurement Office
Kennedy Space Center, FL 32899

7. ADMINISTERED BY *(If other than Item 6)* CODE

8. NAME AND ADDRESS OF CONTRACTOR *(No., street, county, State, and Zip Code)*

DNC Parks & Resorts at KSC, Inc.
Mail Code: DNPS
Kennedy Space Center, FL 32899

CODE FACILITY CODE

(x) 9A. AMENDMENT OF SOLICITATION NO.

9B. DATED *(SEE ITEM 11)*

10A. MODIFICATION OF CONTRACT/ORDER NO.
NAS10-12215

10B. DATED *(SEE ITEM 13)*
4/17/95

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

[ ] The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers [ ] is extended, [ ] is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA *(If required)*

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

(x)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: *(Specify authority)* THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES *(such as changes in paying office, appropriation date, etc.)* SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: Mutual agreement of the parties.
	D. OTHER *(Specify type of modification and authority)*

E. IMPORTANT: Contractor [ ] is not, [X] is required to sign this document and return 3 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION *(Organized by UCF section headings, including solicitation/contract subject matter where feasible.)*

1) The purpose of this modification is as follows: 1) To change the concessioner's name and revise, Part 1 Special Provisions Article 1, Article 2, Article 5, Article 18, and Article 20 Part II General Provisions Article 6, Article 7,and Part III – SOW, Sections 3- 3.3.1, 3.4, 3.4.1, and 3.5, to incorporate the Shuttle Launch Experience into the concession agreement. All other requirements of the existing agreement shall apply to the Shuttle Launch Experience.

2) Please note that in an effort to save paper, this Concession Agreement is printed front to back, therefore, only the changed pages, front or back, are identified as part of this Modification 14. As a result of the above changes, the following pages are replaced: 6, 9, 9.1 11, 11.1,18, 18.1, 19, 19.1, 25, 49, 55, 55.1,56, 57, 72, 73, 125, 128,156, and 156.1.

3) Change bar in the right margin indicates changes to text on pages.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER *(Type or print)*		16A. NAME AND TITLE OF CONTRACTING OFFICER *(Type or print)*	
Dan LeBlanc Chief Operating Officer		Richard G. Quinn Contracting Officer	
15B. CONTRACTOR/OFFEROR /s/ Dan Leblanc *(Signature of person authorized to sign)*	15C. DATE SIGNED 12/16/2005	16B. UNITED STATES OF AMERICA Richard G. Quinn BY *(Signature of Contracting Officer)*	16C. DATE SIGNED 12/16/2005

ARTICLE 1 - AUTHORITY, PARTIES, and CONSIDERATION

A. AUTHORITY

This Concession Agreement is entered into pursuant to the authority provided in the National Aeronautics and Space Act of 1958, as amended (42 USC 2451 et seq.).

B. PARTIES TO THE AGREEMENT

This Concession Agreement is entered into as of April 17, 1995, by and between the United States of America, hereinafter called the Government, represented by the Contracting Officer executing this Agreement, and **DNC Parks & Resorts at KSC, Inc**, a corporation organized and existing under the laws of the State of Florida, hereinafter called the Concessioner.

C. CONSIDERATION

In consideration of the mutual promises and premises stated in this Concession Agreement the parties hereto agree as follows:

1. The Government hereby bargains, sells and conveys to the Concessioner, under the terms and conditions stated in this Agreement, a preferential right, not an exclusive or monopolistic right, and grants necessary access, to conduct the revenue-producing activities described in this Agreement associated with the KSC Public Visitor Program (PVP) and Kennedy Space Center Visitor Complex (KSCVC).

2. The Concessioner hereby bargains, purchases and accepts under the terms and conditions stated in this Agreement, the preferential right stated above, and assumes complete obligation for providing and performing all goods and services, except as otherwise stated herein, necessary to perform the PVP in accordance with the terms and conditions of this Agreement.

3. It is mutually understood and agreed that nothing in this Agreement is intended to be or shall be construed as in any way creating or establishing the relationship of copartners between the parties hereto, or as constituting the Concessioner as an agent or representative of the Government for any purpose or in any manner whatsoever.

Government Property means all property owned by or leased to the Government or acquired by the Government under the terms of this Agreement. It includes both Government-furnished Property and Concessioner-acquired Property used in the performance of this Agreement.

Improvement Account means the Capital Improvement Account (CIA), Theater Improvement Account (TIA), and Service Improvement Account (SIA) established and maintained by the Concessioner pursuant to this Agreement and held in trust for the acquisition of Government Property, or provision of related services, to improve, develop, and expand KSCVC and the PVP. The term shall also apply to the **Shuttle Launch Experience Project Construction Fund.**

Incidental Equipment means any equipment which is required for a building or structure to serve its intended use, or which is ordinarily used in association with a particular building. Incidental equipment includes, but is not limited to, furnishings, fixtures, air conditioning and heating systems, kitchen appliances and equipment, theater seating, special lighting and sound equipment, projection equipment, cabinetry and display cases.

Kennedy Space Center Visitor Complex means all property and facilities dedicated to the PVP - formerly called Spaceport USA.

Maintenance means that broad range of activities involved in the day-to-day work required to keep real or personal property in an effective, usable, serviceable condition, and includes preventative maintenance measures.

NASA Special Event means an admission-free event initiated and directed by NASA which has significant effect on KSCVC by altering normal hours of operation, requiring significant Concessioner resources beyond those which would otherwise be used in performing the PVP, or otherwise representing a significant departure from normal operations. Special events shall not include normal KSC launch and landing operations, special showings of IMAX movies as requested by NASA, routine ceremonies, or NASA-hosted meetings or conferences which do not have a significant effect on KSCVC.

Off Site Locations means facilities and/or leased property not within the confines or boundaries of Kennedy Space Center or Cape Canaveral Air Force Station.

Off Site Retail Locations are locations from which sales are made that are accessible without admission tickets.

Performance Fee means that percentage of Residual Revenue, deposited to the Performance Fee Account pursuant to Article 4.F, which is earned by the Concessioner by its performance of this Agreement as established by the Fee Determination Official in semiannual performance reviews.

Personal Property means all property other than real property (e.g., supplies, materials, equipment and vehicles).

Phase-in Expenses means expenses, acceptable to the Contracting Officer (which acceptance will not unreasonably be withheld), incurred by the Concessioner during the phase-in period in preparing to perform PVP operations.

Florida Space Authority (FSA) means that entity created by the Florida Legislature and with which NASA has entered into a Use Permit and a Pledge Agreement providing for the design, construction, and operation of the Shuttle Launch Experience.

Spaceport USA (SUSA) means all property and facilities dedicated to the PVP. This name was changed in 1997 to Kennedy Space Center Visitor Complex (KSCVC).

Special Funds means the Facilities Fund, Exhibits Fund, and Transportation Fund established and maintained by the Concessioner pursuant to this Agreement as revenue reserves against which will be charged the expense of replacing, upgrading, renovating, or expanding existing Government facilities and equipment.

Supplemental Fleet means all tour vehicles leased, rented, or otherwise furnished by the Concessioner to satisfy peak visitation periods.

"**Surcharges** mean amounts collected by the Concessioner within base ticket prices, deposited to the CIA and TIA pursuant to, Article 4.B, and held in trust by the Concessioner for use in the development of the KSCVC as directed by the Contracting Officer.

Technical Representative (TR) means an individual appointed to support the Contract Technical Manager in the day-to-day administration of specific technical areas of the Concession Agreement. The TR's authority and responsibilities will be specified in letters of delegation signed by the Contracting Officer.

Unique Exhibits means historically-significant spaceflight, aeronautical, and associated artifacts, including but not limited to Agency-Peculiar Property, articles on loan to KSC by the Smithsonian Institution's National Air and Space Museum, and the NASA art collection, which are deemed virtually irreplaceable and for which the Concessioner has accountability.

ARTICLE 3 - TERM OF AGREEMENT

A. PERIOD OF PERFORMANCE

This Agreement shall become effective on the date it is signed by the Contracting Officer. The period of performance for this Agreement shall begin May 1, 1995 and shall end on April 30, 2010.

B. PHASE-IN PERIOD

During the phase-in period, which begins on March 1, 1995, and ends on April 30, 1995, the Concessioner shall prepare for performance of the PVP.

ARTICLE 5 - CAPITAL INVESTMENT

A. CAPITAL IMPROVEMENT ACCOUNT (CIA)

1. In accordance with the terms of the Pledge Agreement and Use Permit between NASA and Florida Space Authority, CIA surcharges collected by the Concessioner shall be deposited directly into such funds as required. Those Funds include amounts deposited by Bank of America to the Shuttle Launch Experience Project Construction Fund, the Sinking Fund, the Reserve Fund, and other amounts with respect to the FSA Loan and the following expenses: annual FSA administrative charge and initial and monthly fees payable to Bank of America. After all obligations specified in the Pledge Agreement and Use Permit between NASA and Florida Space Authority have been met, the CIA surcharges shall be deposited as specified in Article 4.B and used as directed by the Contracting Officer for the general capital improvement, expansion, or updating of the PVP and KSCVC.

2. Except as provided in Article 5.C, the Government reserves the right to make the final determination concerning the projects to be performed using funds from this account and to establish the priorities for projects. Such determinations will be made by the Contracting Officer after consideration of the concerns and recommendations for the funding of projects as identified by a Review Panel in accordance with Section 5 of the Statement of Work.

3. Subcontracting expenses incurred by the Concessioner in accomplishing CIA-funded projects shall be charged to and paid from the CIA. All subcontracts to be paid using funds from the CIA are subject to the Contracting Officer's consent.

4. Other expenses charged to and paid from the CIA, including the Amortization of any Concessioner Capital Investment advanced to the account, shall be limited to amounts and uses approved in advance by the Contracting Officer.

5. The Concessioner shall transfer to the Government all its title and interest in all the property acquired using funds from the CIA. This transfer shall be without charge to the Government. This transfer shall be made by the Concessioner at the time the Concessioner acquires title to the property, or at such other time as the Contracting Officer shall designate for this transfer.

6. The above notwithstanding, the Government will consult with the Concessioner to assess and thoroughly consider the operations and maintenance impacts of acquiring new capabilities, or embarking on expansions.

7. At the Government's sole discretion, uncommitted amounts on deposit in this account may be transferred to any other Improvement Account or Special Fund if it is determined by the Contracting Officer that such transfer is necessary or in the best interest of the PVP.

8. In the event this Agreement expires or is terminated pursuant to other provisions of this Agreement, all funds on deposit in the CIA shall either be paid over to the Capital Improvement Account of a successor Concessioner, or, at the option of the Contracting Officer, be paid to the Government for deposit to Miscellaneous Receipts of the U.S. Treasury.

B. THEATER IMPROVEMENT ACCOUNT (TIA)

1. As noted in Article 5.A, NASA has entered into a Pledge Agreement and Use Permit with FSA regarding repayment of the amounts deposited by Bank of America to the Shuttle Launch Experience project construction fund and payment of other obligations and expenses. To the extent that receipts of the CIA surcharge are insufficient to satisfy the terms of the NASA and Florida Space Authority Pledge Agreement and Use Permit, all future earnings from this surcharge, but not amounts already collected and deposited to the TIA, are pledged and assigned to Florida Space Authority until such time as any deficiencies in amounts required to pay obligations pursuant to the Pledge Agreement are satisfied. Until such time as the Pledge Agreement between NASA and Florida Space Authority ceases to be effective, the Concessioner shall monthly, or at such other frequency as NASA and FSA may agree to, deposit the receipts of the TIA surcharges as directed by the Contracting Officer. After all obligations specified in the Pledge Agreement between NASA and Florida Space Authority have been met, the TIA surcharges shall be deposited as specified in Article 4.B and used as directed by the Contracting Officer for the improvement and expansion of theaters, theater productions, and related equipment and systems at KSCVC. If CIA and TIA surcharges are insufficient to pay Pledge Agreement and Use Permit Obligations, Concessioner, as directed by the Contracting Officer, shall transfer other KSCVC public visitor program nonappropriated revenues to the extent available after payment of current operating and maintenance expenses and other KSCVC contractual obligations. During the Use Permit NASA has with FSA, and as directed by the Contracting Officer, Concessioner will impose KSCVC ticket charges and associated CIA and TIA Surcharges in amounts sufficient to pay 150% of the principal and interest in each year of FSA's Note to Bank of America.

2. Except as provided in Article 5.C, the Government reserves the right to make the final determination concerning the projects to be performed using funds from this account and to establish the priorities for projects. Such determinations will be made by the Contracting Officer after consideration of the concerns and recommendations for the funding of projects as identified by a Review Panel in accordance with Section 5 of the Statement of Work.

3. Subcontracting expenses incurred by the Concessioner in accomplishing TIA-funded projects shall be charged to and paid from the TIA. All subcontracts to be paid using funds from the TIA are subject to the Contracting Officer's consent.

4. Other expenses charged to and paid from the TIA, including the Amortization of any Concessioner Capital Investment advanced to the account, shall be limited to amounts and uses approved in advance by the Contracting Officer.

5. The Concessioner shall transfer to the Government all its title and interest in all the property acquired using funds from the TIA. This transfer shall be without charge to the Government. This transfer shall be made by the Concessioner at the time the Concessioner acquires title to the property, or at such other time as the Contracting Officer shall designate for this transfer.

6. The above notwithstanding, the Government will consult with the Concessioner to assess and thoroughly consider the operations and maintenance impacts of acquiring new capabilities, or embarking on expansions.

7. At the Government's sole discretion, uncommitted amounts on deposit in this account may be transferred to any other Improvement Account or Special Fund if it is determined by the Contracting Officer that such transfer is necessary or in the best interest of the PVP.

8. In the event this Agreement expires or is terminated pursuant to other provisions of this Agreement, all funds on deposit in the TIA shall either be paid over to the Theater Improvement Account of a successor Concessioner, or, at the option of the Contracting Officer, be paid to the Government for deposit to Miscellaneous receipts of the U.S. Treasury.

C. Concession Capital Investment and Other Funding or Financing

1. During the first 17 months of the term of this Agreement, the Concessioner shall provide million to fund improvements and renovations to the existing food service and souvenir sales facilities at Kennedy Space Center Visitor Complex in substantial conformance to the concepts proposed in Delaware North Parks Service's proposal dated October 3, 1994

7. In the event this Agreement expires or is terminated pursuant to other provisions of this Agreement, all funds on deposit in the SIA shall either be paid over to the Service Improvement Account of a successor Concessioner, or, at the option of the Contracting Officer, be paid to the Government for deposit to Miscellaneous receipts of the U.S. Treasury.

E. SHUTTLE LAUNCH EXPERIENCE PROJECT CONSTRUCTION FUND

1. Expenses incurred by the Concessioner in the performance of its obligations to initiate the required work to complete the Shuttle Launch Experience will be paid from the Shuttle Launch Experience Project Construction Fund held by Bank of America pursuant to the Pledge Agreement entered into between NASA and Florida Space Authority, dated July 12, 2005 (the "Pledge Agreement") and the Agreements between FSA and Bank of America.

2. The Concessioner shall submit to Bank of America a requisition certificate for payment of the Shuttle Launch Experience Project expenses, and provide copies of each such requisition certificate to the Contracting Officer. The Concessioner shall not submit for payment from the Shuttle Launch Experience Project Construction Fund any expense which would not have been an allowable expense if the funds were on deposit in an Improvement Account. The form and content of the requisition certificate shall be substantially the same as that attached as Exhibit A of the Pledge Agreement. Payment of the Concessioner's requisition certificates will be in accordance with the terms of the Pledge Agreement.

3. All subcontracts for construction to be performed on the Shuttle Launch Experience project shall, in addition to any other requirements contained within this Agreement, provide for a performance bond and a payment bond in accordance with the terms of Section 4 of the Use Permit entered into between NASA and FSA, and shall provide for the insurance coverages required in Section 5 of the said Use Permit.

4. The Concessioner shall transfer to FSA all its title and interest in all the property acquired using funds from the Shuttle Launch Experience Project Construction Fund. This transfer shall be without charge to FSA. This transfer shall be made by the Concessioner at the time the Concessioner acquires title to the property, or at such other time as the Contracting Officer shall designate for this transfer.

5. Pursuant to its Pledge Agreement and Use Permit with FSA, the Government will provide oversight of the activities performed by the Concessioner to design, construct, and otherwise activate the Shuttle Launch Experience and shall be the sole interface of the Concessioner for all required approvals, consents, and technical advice related to the project.

(2) Exhibits acquired during the term of this Agreement.

(3) Other exhibit-related obligations of the Concessioner are set forth In the Statement of Work.

c. Additional Property

The Government may provide additional real and personal property, including modifications, expansions and improvements to existing real and personal property, as determined by the Contracting Officer to be in the Government's interest, and for which funds are available.

4. The Government shall not be obligated to repair or replace any item of Government Property made available hereunder for use by the Concessioner should such property be, in any manner, lost, damaged, or destroyed.

5. The Government, through the terms of its Use Permit with Florida Space Authority, will also make available to the Concessioner on a no-charge basis, for use in performing the PVP, the Shuttle Launch Experience Facility along with all of its Collateral Equipment. Title to the Shuttle Launch Experience and its Collateral Equipment shall remain with Florida Space Authority until such time as all of its outstanding debt used to finance the Shuttle Launch Experience is retired. For the purposes of this Concession Agreement, Florida Space Authority property shall be treated as if it were Government Property and all requirements of the Concessioner with regard to Government Property shall also apply to the Shuttle Launch Experience.

B. CONCESSIONER-ACQUIRED PROPERTY

1. The Concessioner shall acquire, and charge as an operating expense, all personal property, except as stipulated in this Agreement to be provided by the Government or allowed by the Contracting Officer to be charged against any KSCVC Improvement account or special fund, necessary for the PVP, including personal property to replace any Government personal property which becomes unserviceable.

2. The Concessioner shall acquire real property in accordance with the provisions of this Agreement relating to capital investment (Article 5); obligations for replacements, renovations, and upgrades (Article 6); and sponsored PVP activities (Article 11).

C. CONCESSIONER-OWNED PROPERTY

1. The Concessioner may furnish at the start of the Agreement or at any time during its term, Concessioner-owned personal property provided that such property has been acquired by the Concessioner using its own capital.

K. If the Concessioner is in any way compensated for any loss or destruction of, or damage to, Unique Exhibits, the Concessioner, as directed by the Contracting Officer, shall:

1. Use the proceeds to repair, renovate, or replace Unique Exhibits involved;

2. Pay such proceeds to the Government, or deposit such proceeds to the SIA.

L. The Concessioner shall do nothing to prejudice the Government's right to recover against third parties for any loss or destruction of, or damage to, Unique Exhibits. Upon the request of the Contracting Officer, the Concessioner shall furnish to the Government, all reasonable assistance and cooperation (including the prosecution of suit and the execution of instruments of assignment in favor of the Government) in obtaining recovery. Any expense incurred by the Concessioner's compliance with this paragraph shall be chargeable as a PVP expense.

ARTICLE 20 - INSURANCE

A. Pursuant to Part II, General Provision No. 6, "Insurance- Liability to Third Persons", the Concessioner shall procure and thereafter maintain the following minimum insurance:

1. Worker's Compensation and Employer's Liability Insurance in compliance with applicable workers compensation and occupational disease statutes, including employer's liability, worker's compensation for occupational disease, and employer's liability for occupational disease. In jurisdictions where all occupational diseases are not compensable under applicable law, insurance for occupational diseases is required under the employer's liability section of the policy. A minimum limit of $1,000,000 per incident for employer's liability and occupational disease is required.

2. General comprehensive liability insurance which shall include bodily injury and property damage of at least $1,000,000 combined single limit per occurrence. The United States Government and Florida Space Authority shall be named as an additional insured party under each general liability insurance policy.

3. Comprehensive motor vehicle liability insurance which shall include bodily injury and property damage covering all owned, non-owned, hired and government-furnished vehicles used in connection with this Agreement. Minimum limits of $3,000,000 combined single limit for bodily injury and property damage per occurrence.

B. The Concessioner shall procure and thereafter maintain from insurers acceptable to the Contracting Officer extended insurance coverage against damage to or destruction of Government real property and certain personal property provided hereunder, (i.e., the existing KSCVC buildings with incidental equipment, fixtures, and furnishings, and any additional KSCVC facilities, with incidental equipment, fixtures, and furnishings constructed during the term of this

Agreement) as a result of catastrophic perils such as but not limited to fire, flood, earthquake, windstorm, explosion, smoke, hail and riot, malicious damage and vandalism, in amounts equal to the full new replacement value, including new code requirements, at time of loss of said property.

C. 1. The Concessioner shall procure and thereafter maintain, from insurers acceptable to the Contracting Officer, extended insurance coverage against damage to or destruction of Florida Space Authority property used in support of the PVP (i.e., the Shuttle Launch Experience and its incidental equipment, fixtures, and furnishings) against the perils of natural hazards such as but not limited to fire, flood, hurricane, earthquake, windstorm, explosion, smoke, hail, and other acts of God, riot, and terrorism(subject to reasonable commercial market availability), malicious damage and vandalism, in amounts equal to the full new replacement value, including new code requirements, at time of loss of said property. Such coverage shall be effective throughout the construction of the Shuttle Launch Experience, the Use Permit, and thereafter. Until such time as all outstanding Florida Space Authority debt used to finance the Shuttle Launch Experience is retired, NASA, Florida Space Authority, and Bank of America shall be named as additional insured parties, with loss payable first to Bank of America to the extent required by the Pledge Agreement between KSC and Florida Space Authority.

2. The Concessioner shall provide and maintain, and shall require subcontractors and operators to provide and maintain, such insurances as is required by the Use Permit and Pledge Agreement NASA has with FSA.

D. To determine full new replacement value, including new code requirements, the Concessioner shall be responsible for having said property appraised by a professional Florida State Certified General appraiser, with a minimum of five years experience appraising similar type property. Each appraisal is subject to the Contracting Officer's concurrence. The Concessioner shall have the said property reappraised as required to adjust insurance coverage such that minimum coverage is maintained at a level sufficient to meet the requirements stated herein and provide for the continuance of the PVP in the event of any catastrophic loss from the above perils. Exceptions to this requirement for insurance may be made for individual buildings as approved by the Contracting Officer.

E. The Concessioner shall procure and thereafter maintain from insurers acceptable to the Contracting Officer extended insurance coverage against damage to or destruction of Government personal property provided hereunder, (e.g., maintenance equipment, audio-visual equipment, Exhibits, Unique Exhibits, NASA art, vehicles, etc.) as a result of catastrophic perils such as, but not limited to, fire, flood, earthquake, windstorm, explosion, smoke, hail and riot, malicious damage and vandalism, in amount sufficient to ensure continuation of the PVP in the event of any catastrophic loss from the above perils. The amount of such coverage shall be no less than $10 million (subject to modification after completion of an assessment of Government Personal Property acceptable to the Contracting Officer; such acceptance will not be unreasonably withheld) with such amount to be increased annually by such amount as may be required to insure additional Government Property acquired.

F. The Concessioner shall procure and thereafter maintain from an insurer, acceptable to the Contracting Officer, business interruption insurance which, as a minimum, covers the loss of up to $4.2 million in tour ticket surcharge revenues. Florida Space Authority and Bank of America shall be named as insured parties, with loss payable first to Bank of America.

G. It is mutually agreed that the proceeds resulting from any settlement with the insurer(s) for damage to or destruction of the above referenced property shall be deposited to an established KSCVC account as directed by the Contracting Officer, or in the case of the Shuttle Launch Experience, the Concessioner shall deposit such proceeds as directed by the Contracting Officer. It is further agreed that should the Concessioner have been succeeded by a successor at time of settlement, the proceeds of the settlement shall be deposited to an established KSCVC account of the successor, as directed by the Contracting Officer, and that if there is no successor at time of settlement, the proceeds will be paid to the Government to be held in reserve for payment to an established KSCVC account of any successor Concessioner, or at the option of the Contracting Officer, be paid to the Government for deposit to Miscellaneous Receipts of the U.S. Treasury.

H. The Concessioner shall present satisfactory evidence of required insurance to the Contracting Officer within 30 calendar days after receipt of a fully executed copy of this Agreement. The policies evidencing such insurance shall contain an endorsement to the effect that cancellation or material change in the policies adversely affecting the interests of the Government in such insurance for the period of the contract shall not be effective unless a 90-day written notice of cancellation or change is given to the Contracting Officer.

I. The Concessioner agrees to submit for the approval of the Contracting Officer evidence of all other insurance maintained by the Concessioner in connection with the performance of this Agreement for which the Concessioner seeks allowability as an expense hereunder.

J. The Government reserves the sole right to approve or reject the form, amount of coverage and related deductible, period of time, or Insurer for all coverage as the Contracting Officer may deem to be in the best interest of the PVP.

ARTICLE 21 - TRADENAME AND TRADEMARK RIGHTS

A. The Concessioner is authorized to use "Kennedy Space Center Visitor Complex" as the official identification of the Public Visitor Program at Kennedy Space Center for advertising, publications, press releases, sales and general identification.

1. The Concessioner acknowledges that "Kennedy Space Center Visitor Complex " is a trade name and trademark of NASA which may be used in connection with the services to be performed under this Agreement.

B. Amounts shall be due at the earliest of the following dates:

1. The date fixed pursuant to this Agreement;

2. The date of the first written demand for payment consistent with this Agreement, including demand consequent upon default termination;

3. The date of transmittal by the Government to the Concessioner of a proposed supplemental agreement to confirm completed negotiations establishing the amount of debt.

6. INSURANCE - LIABILITY TO THIRD PERSONS

A. The Concessioner shall procure and thereafter maintain worker's compensation, employer's liability, comprehensive general liability (bodily injury) and comprehensive vehicular liability (bodily injury and property damage) insurance, with respect to performance under this Agreement, in such amounts as are stipulated elsewhere in this Agreement; provided, that the Concessioner may with the approval of and subject to the continuing approval of the Contracting Officer, maintain a self-insurance program; and provided further that with respect to worker's compensation the Concessioner is qualified pursuant to statutory authority. All insurance required pursuant to the provisions of this paragraph shall be in such form, in such amounts, and for such periods of time, as the Contracting Officer may from time to time require or approve, and with insurers approved by the Contracting Officer. The Concessioner will furnish the Government with certificates of insurance evidencing that such insurance is in effect and that not less than ninety days prior notice shall be given to the Government in the event of modification, cancellation, or nonrenewal of any such insurance coverage. All liability insurance contracts shall name the United States and Florida Space Authority as additional insured's, with severability of interest clause, with respect to claims, demands, suits, judgments, cost charges and expenses arising out of or in connection with any loss, damage or injury resulting from the negligence or other fault of the Concessioner, its agents, servants, representatives and employees in the performance of this Agreement. Furthermore, it is understood and recognized by the Concessioner that defenses to such actions which are peculiar to the Government are not available to the Concessioner.

B. The Concessioner shall give the Contracting Officer immediate notice of any suit or action filed, or prompt notice of any claim made, against the Concessioner arising out of the performance of this Agreement when the risk is then uninsured or in which the amount claimed exceeds the amount of coverage. The Concessioner shall furnish immediately to the Contracting Officer copies of all pertinent papers received by the Concessioner.

7. INDEMNIFICATION OF THE GOVERNMENT AND FLORIDA SPACE AUTHORITY (FSA)

The Concessioner shall indemnify, hold harmless, and defend the United States and FSA for the Shuttle Launch Experience, their agents, representatives, and employees from and against any and all claims, demands, actions, debts, liabilities, judgments, costs and attorney's fees, arising out of, claimed on account of, or in any manner predicated upon loss of or damage to the property of and injuries to or death of any and all persons whatsoever, in any manner caused or contributed to by the Concessioner, his agents, servants, or employees, in the performance hereunder, and to indemnify and hold harmless the United States and FSA for the Shuttle Launch Experience their agents, representatives, and employees, from and on account of damages of any kind which the United States and FSA for the Shuttle Launch Experience, their agents, representatives and employees may suffer as the result of the acts of any of the Concessioner's agents, servants, or employees in the course of performance hereunder.

8. CONVICT LABOR

The Concessioner agrees not to employ any person undergoing sentence of imprisonment in performing this Agreement except as provided by 18 U.S.C. 4082(c)(2) and Executive Order 11755, December 29, 1973.

9. OFFICIALS NOT TO BENEFIT

No member of or delegate to Congress, or resident commissioner, shall be admitted to any share or part of this Agreement, or to any benefit that may arise there from; but this provision shall not be construed to extend to this Agreement if made with a corporation for its general benefit.

10. SAFETY AND HEALTH

A. The Concessioner shall take all reasonable safety and health measures in performing under this Agreement and shall, to the extent set forth in the Agreement, submit a Safety and Health Plan for the Contracting Officer's approval. The Concessioner shall comply with all Federal, State, and local laws applicable to safety and health in effect on the date of this Agreement and with the safety and health standards, specifications, reporting requirements, and provisions as set forth in this Agreement.

B. The Concessioner shall take or cause to be taken any other safety and health measures the Contracting Officer may reasonably direct. To the extent that the Concessioner may be entitled to an equitable adjustment for those measures under the terms and conditions of this Agreement, the equitable adjustment shall be determined pursuant to the procedures of the changes clause of this Agreement; provided, that no adjustment shall be made under this Safety and Health clause for any change for which an equitable adjustment is expressly provided under any other provision of the Agreement.

3.3 SOUVENIR SALES

3.3.1 Souvenir Sales Operations

The Concessioner shall manage and operate the existing souvenir sales facilities listed below and any new facilities which may be added during the term of this Agreement.

a. Space Shop I, Main Complex
b. Space Shop II, Main Complex
c. Space Shop ASVC
d. Space Shop ISSC
e. Space Shop LC 39
f. Space Shop AHoF
g. Vending Carts
h. Central Receiving
i. Orlando International Airport (OIA) Retail Stores (Concourse A & B)
j Space Shop Shuttle Launch Experience, Main Complex

The Concessioner shall provide souvenir sales support at KSCVC and the Banana Creek Viewing Site to support NASA Guest Operations during launch/landing operations at KSC as defined in PAO-40007, Public Affairs Support Plan for Space Shuttle Launches and KSC Landings.

The use of bar codes and electronic devices for sales, inventory, etc., is required. In addition, the price of each item or service offered for sale shall be separately and conspicuously posted or marked by the Concessioner.

3.3.2 Approval of Sale Items

Subject to the approvals required herein, the Concessioner shall locate, identify, and provide merchandise and other articles to be offered for sale to the visiting public in the souvenir sales operations at KSCVC and Off Site Locations.

A Review Panel shall review items proposed to be offered for sale. Except for limited quantities of products used for test marketing purposes, no item may be sold or displayed without prior approval of the Review Panel as required by Part I, Article 11E. Prior approval of the Contracting Officer is required only as defined in 3.3.3 of this section.

The Concessioner's overall pricing of items shall be in accordance with Part I, Article 11.

3.4.3 Complimentary Tickets and Showings

In accordance with Part I, Article 11, the Concessioner shall:

a. Develop and implement procedures for authorizing, issuing, and accounting for complimentary tickets;

b. Develop procedures for blocking theater seats and admitting NASA guests. These procedures shall be submitted for approval by the Contracting Officer, or authorized representative, in accordance with RRD PR-3.

c. Develop procedures for authorizing, issuing and accounting for No Admission Programs at the KSCVC

3.5 EXHIBITS

The Concessioner shall manage and operate all KSCVC exhibit areas including those listed below and any that may be added during the term of this Agreement.

a. Information Center
b. Galaxy Center
c. Exploration in the New Millennium
d. Rocket Garden
e. Shuttle "Explorer" Area
f. NASA Art Gallery
g. Children's Play Dome
h. Apollo/Saturn V Center
i. Complex 5/6 at CCAS
j. LC39 Observation Gantry
k. International Space Station
l. Early Space Exploration
m. Debus Conference Facility
n. Robot Scouts
o. Universe Theater
p. Nature & Technology
q. KSCVC Exhibits and Audio Visual Library
r. Exhibits Storage Areas
s. Mad Mission to Mars
t. Astronaut Hall of Fame
u Orlando International Airport (OIA) Retail Stores (A & B)
v. Shuttle Launch Experience

3.5.1 KSCVC Exhibits and Audio Visual Library

The Concessioner shall establish a system to permanently store master copies of all audio/visual programs, audio tapes, final scripts, design documentation, reference materials, and artwork for posters, brochures, etc., used in the development of Exhibits and presentations at KSCVC. In addition, the Concessioner shall maintain a catalogue system to assure that materials are protected from loss. This system shall assure that all items are easily located and shall be made available for use with approval of the Contracting Officer or authorized representative.

3.5.2 Exhibit Storage

The Concessioner shall maintain an up-to-date log of all exhibit items in storage at KSCVC, in off-site storage locations, and on loan to outside organizations. This log shall be made available to the Contracting Officer, or authorized representative, upon request.

3.6 FIRST AID AND EMERGENCY MEDICAL CARE

The Concessioner is responsible for providing first aid emergency medical care at KSCVC and on the tour when necessary. Government responsibilities will be in accordance with Part I, Article 17.

b. Solicit, evaluate, and award a subcontract subject to the Contracting Officer's consent;

c. Provide as directed by the Contracting Officer engineering services to review and approve shop drawings, and support resolution of design issues under the technical direction of the Government;

d. Participate in construction status meetings and in the final walk down inspection and punch list development;

e. Accept operations and maintenance responsibility in accordance with the terms and conditions of this Agreement.

The Government will furnish construction inspection services to assure that work is performed in accordance with approved drawings and specifications. Government-provided construction inspection services shall be reimbursed from the improvement account or special fund designated by the Contracting Officer.

The Concessioner will be advised of any discrepancies, violations, or failure on the part of the subcontractor to perform work in accordance with approved drawings and specifications. The Concessioner shall require the subcontractor to resolve identified issues to the satisfaction of the Contracting Officer as required by Part I, Article 17.

5.4.3.3 Government-Managed Construction/Modification/ Installation

For projects to be managed under the Government-managed implementation approach, the Concessioner shall:

a. Transfer required funding from the appropriate account, as designated by the Contracting Officer, to the Government account specified;

b. Participate in construction status meetings and in the final walk down inspection and punch list development;

c. Accept operations and maintenance responsibility in accordance with the terms and conditions of this Agreement.

5.4.4. Shuttle Launch Experience

Concessioner will design, construct, operate, and maintain the Shuttle Launch Experience Project as a part of the Public Visitor Program. Concessioner will complete conceptual design and final design as a Government-Reviewed Design under 5.4.1.1 and 5.4.2.1. NASA contemplates that construction will be Government-Reviewed under 5.4.3.1. In addition to the provisions of this Concession Agreement, Concessioner shall design, construct, operate, and maintain the Project so that NASA will meet its obligations under the Use Permit and Pledge Agreement between NASA and FSA including Section 3 of the Use Permit on Construction Planning and Administration

5.5 EXHIBIT PROJECTS IMPLEMENTATION

The responsibilities of the Concessioner for support in the conceptualizing, developing, and implementing of exhibit design and show production projects and any resulting facility modifications are defined in the following paragraphs.

The Contracting Officer will advise the Concessioner in writing of the selected implementation approach.

Concession Agreement NAS10-12215

Concession Agreement NAS10-12215

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE OF PAGES
	1 / 7

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. *(If applicable)*
15	See Block 16C	N/A	

6. ISSUED BY CODE

John F. Kennedy Space Center, NASA
Procurement Office
Kennedy Space Center, FL 32899

7. ADMINISTERED BY *(If other than Item 6)* CODE

8. NAME AND ADDRESS OF CONTRACTOR *(No., street, county, State, and Zip Code)*

DNC Parks & Resorts at KSC, Inc.
Mail Code: DNPS
Kennedy Space Center, FL 32899

CODE FACILITY CODE

(x) 9A. AMENDMENT OF SOLICITATION NO.

9B. DATED *(SEE ITEM 11)*

10A. MODIFICATION OF CONTRACT/ORDER NO.
NAS10-12215

10B. DATED *(SEE ITEM 13)*
4/17/95

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

[ ] The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers [ ] is extended, [ ] is not extended.
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA *(If required)*

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

(x)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: *(Specify authority)* THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES *(such as changes in paying office, appropriation date, etc.)* SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: Mutual agreement of the parties.
	D. OTHER *(Specify type of modification and authority)*

E. IMPORTANT: Contractor [ ] is not, [X] is required to sign this document and return 3 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION *(Organized by UCF section headings, including solicitation/contract subject matter where feasible.)*

1) The purpose of this modification is as follows: 1) Revise Table Article 11B.6.0 (Reference pg. 33 of the concession agreement) Index of Pricing and Payment Tables 11B.6 pages 9, 11, 18, 27 and 29.

2) Please note that in an effort to save paper, this Concession Agreement is printed front to back, therefore, only the changed pages, front or back, are identified as part of this Modification 15. As a result of the above changes, the following pages are replaced: 34.1, 179, and 180.

3) Change bar in the right margin indicates changes to text on page 34.1. Pages 179 and 180 no bars, mail codes changed.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER *(Type or print)*		16A. NAME AND TITLE OF CONTRACTING OFFICER *(Type or print)*	
Dan LeBlanc Chief Operating Officer		Richard G. Quinn Contracting Officer	
15B. CONTRACTOR/OFFEROR /s/ Dan LeBlanc *(Signature of person authorized to sign)*	15C. DATE SIGNED 12/28/2005	16B. UNITED STATES OF AMERICA /s/ Richard G. Quinn BY r *(Signature of Contracting Officer)*	16C. DATE SIGNED 12/28/2005

Concessioner may also propose to the Contracting Officer additional methods of generating revenues for the PVP which are not currently described herein. Additional goods and services proposed by the Concessioner, if accepted by the Contracting Officer, will be negotiated and definitized in this Article.

3. The Concessioner shall not offer any other goods or services to the visiting public.

B. PRICING POLICY

1. Pricing for all ticketed activities are included in this article. These ticket prices may only be increased with the approval of the Contracting Officer.

2. Pricing for all other goods and services shall be established by the Concessioner based on:

a. the price charged for like or similar items or services by comparable establishments in Central Florida, and other like attractions;

b. the manufacturer's suggested retail price (if any), and;

c. other appropriate factors.

3. It is the Government's policy that KSCVC visitors be offered goods and services of high value at the lowest reasonable price. While not requiring the Concessioner to obtain Government approval for pricing of non-ticketed services and goods such as food and souvenirs, the Government will closely monitor the Concessioner's pricing practices. The Government reserves the right to review the pricing of individual items and require the Concessioner to justify the retail pricing based on the factors listed above.

4. Concessioner shall submit admission pricing billboard presentations and other on site postings of tickets, activities and services to the COTR and/or the Contracting Officer in sufficient time prior to implementation to allow for review and comment.

5. Concessioner may offer ticket discounts deemed to be in the best interest of the KSCVC (see article 4B.4 for a definition of a discount).

6. Schedule of Prices and Surcharges

a. KSCVC ticket and activity prices and Payments shall be as set forth in the **KSCVC Ticket and Activity Prices /Payment** tables on the following pages.

Table Article **11.B**.6.0 – Index of Pricing and Payment Tables

Table Article **11.B**.6.1 thru **11.B**.6.30. These tables present pricing, payments, ticket/activity descriptions and other pertinent information by ticket/activity title.

Full Admission **student pricing** will include a NASA-approved curriculum guide and self-guided activity. A tour-only option is offered to NASA Center for Space Education groups, as identified above.

The **12-month pass** will include benefits such as guest ticket and retail discounts, a subscription to Orbiter newsletter, priority preference to purchase LTT tickets and special member educational programs and discounts.

The ticket price for **VIP tours** in accordance with SOW 4.2.3.1 is $20 and is an add-on to the full admission ticket. Children under 3 are free.

The price for **Launch Transportation Tickets (LTTs)** in accordance with SOW 4.2.4 is $15. Each ticket includes limited admission access to the KSCVC, a mission souvenir and mission information. The CIA surcharge is applied to the limited admission ticket portion ($10) only. A combination full admission/LTT is also available and includes full admission to the KSCVC rather than limited admission. The surcharges are applied to the full admission ticket portion of this ticket.

A **shopper's pass** is available for persons wanting access to purchase food or souvenirs.

Other Priced Activities – these programs are defined in their operating plans in accordance with Attachment 8.

7. Complimentary Tickets

a. Full Admission - The Concessioner shall provide complimentary tickets to guests of NASA. The value of these tickets issued by the Concessioner at NASA's direction will be limited to an aggregate retail value of adult tickets per calendar year.

b. IMAX - The Concessioner shall provide complimentary IMAX tickets to guests of NASA. The value of complimentary IMAX tickets issued by the Concessioner at NASA's direction will be limited to an aggregate retail value of adult IMAX Film tickets per calendar year.

c. Limited Admission – The Concessioner shall provide complimentary tickets for NASA Public Affairs guests and launch guests. The Concessioner shall also provide these tickets to Astronaut Memorial Foundation and the NASA Center for Space Education for use by their customers.

d. Dine with an Astronaut - The Concessioner shall provide complimentary tickets to guests of NASA. The value of these tickets issued by the Concessioner at NASA's direction will be limited to an aggregate retail value of adult Dine with an Astronaut tickets per calendar year.

APPENDIX 1

REPORTING REQUIREMENTS DOCUMENTS (RRD)

DOC NO.	REPORTING REQUIREMENT DOCUMENTS INDEX	FREQUENCY	DISTRIBUTION AFTER APPROVAL	SOW REFER-ENCE
	PLANS		**CODE**	
PL-1	Management Plan	Annual Review/Rev	OP-OS-V, XA-F	1.1
PL-2	Training Plan	Annual Review/Rev	OP-OS-V, XA-F	1.2.1
PL-3	Safety and Health Plan	Annual Review/Rev	OP-OS-V, XA-F, SA-E, TA-C/B	1.2.2
PL-4	Environmental Management Plan	Annual Review/Rev	OP-OS-V, XA-F, TA-C3	1.2.3
PL-5	Risk Management Plan	Annual Review/Rev	OP-OS-V, XA-F	1.2.5
PL-6	Public Relations Program Plan	Annual Review/Rev	OP-OS-V, XA-F	2.3
PL-7	Sponsored PVP Activities Program Plan	Annual Review/Rev	OP-OS-V, XA-F	2.5
PL-8	Food Management Plan	Annual Review/Rev	OP-OS-V, XA-F, TA-E1	3.2.1
PL-9	Emergency Medical Plan	Annual Review/Rev	OP-OS-V, XA-F, TA-C2	3.6.1a
PL-10	Security Plan	Annual Review/Rev	OP-OS-V, XA-F, TA-G	3.7.1a
PL-11	Operating the General Public Tour	Annual Review/Rev	OP-OS-V, XA-F	4.4.2
PL-12	Tour Transportation Operations Plan	Annual Review/Rev	OP-OS-V, XA-F	4.6.2
PL-13	Kennedy Space Center Visitor Complex Comprehensive Master Plan	Annual Review + 5 year	OP-OS-V, XA-F, TA-D2-B, TA-F	5.2
PL-14	Project Implementation Plan	As Required	OP-OS-V, XA-F, TA-D2-B	5.3.2
PL-15	Maintenance Plan	Annual Review/Rev	OP-OS-V, XA-F, TA-D2-B	6.0
PL-16	Emergency Preparedness Plan	Annual Review/Rev	OP-OS-V, XA-F, TA-C, SA-E	1.2.6
PL-17	Exhibits Maintenance and Inspection Plan	Annual Review/Rev	OP-OS-V, XA-F	6.4
PL-18	Transportation Quality Control Plan	Annual Review/Rev	OP-OS-V, XA-F, TA-D2-B	6.5.5
PL-19	Labor Relations Plan	Annual Review/Rev	OP-OS-V, XA-F, OP	1.2.7
PL-20	Phase-out Plan	Initial + As req'd	OP-OS-V, XA-F	1.6
	PROCEDURES			
PR-1	Tour Policies and Procedures Handbook	Annual Review/Rev	OP-OS-V, XA-F, TA-G	4.1
PR-2	Pre-Employment Assessment of Driver Qualifications	As Req'd + Annual	OP-OS-V, XA-F, TA-G	4.5.1
PR-3	Complimentary Tickets and Showings	Annual Review/Rev	OP-OS-V, XA-F	3.4.3

	REPORTS			
RE-1	Safety Inspection Report	Annual + As req'd	XA-F, SA-E	1.2.2a
RE-2	Safety Statistics Record	Monthly	XA-F, SA-E	1.2.2f
RE-3	Reporting of Mishaps	As required	XA-F, SA-E	1.2.2g
RE-4	Pollution Incident Report	As required	XA-F, TA-C3	1.2.3f
RE-5	Financial Reports	Monthly/Annual	OP-OS-V, XA-A, GG	1.3.5
RE-6	Visitor Data Report	Weekly	OP-OS-V, XA-A	2.3.2.4a
RE-7	Visitor Profile Report	Quarterly	XA-F	2.3.2.4b
RE-8	NASA Art Inventory Report	Annual	XA-F	2.6d
RE-9	Personnel Reporting	Monthly/Annual	OP-OS-V, XA-F2	1.5
RE-10	Report of Government-Owned/Contractor-Held Property	Monthly (Mod 13)	TA-E1, OP-OS-V	1.3.4
RE-11	Notification of Reduction in Workforce	As required	OP-OS-V, XA-F,OP	1.5
RE-12	48-Hour Schedule of VIP Tours Report	Daily	XA-F	4.2.3.1
RE-13	Projected Account and Fund Earnings Report	Annual	XA-F, OP-OS-V	5.1
RE-14	Proposed Projects Report	Annual	XA-F, TA-D2-B, TA-F, OP-OS-V	5.3.1
RE-15	Project Status Report	Monthly	XA-F, OP-OS-V	5.3.3
RE-16	(Reserved)			
RE-17	Exhibit Maintenance Status Report	Monthly	XA-F	6.4.3
RE-18	Annual Summary of Visitation to KSCVC Report	Annual	XA-F	2.3.2.4
RE-19	PVP Recommended Improvements Report	Annual	XA-F	2.3.2.3e
	DATA			
DA-1	Facilities Planning Information	As required	XA-F, TA-D2-B	5.2
DA-2	Facility Projects Design Documentation	As required	XA-F, TA-D2-B	5.4.1.1

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