

Kennedy Exchange Food Service and Catering Agreement

This is an Agreement to provide on-site food service for the workforce and visitors at NASA Kennedy Space Center (KSC).

This NON-EXCLUSIVE Concessionaire Agreement is entered into on January 1, 2027, by and between, [TBD Selected Concessionaire], hereinafter called "CONCESSIONAIRE," and the National Aeronautics and Space Administration (NASA) Exchange Council located at John F. Kennedy Space Center, Florida 32899, hereinafter called "EXCHANGE."

DEFINITIONS

EXCHANGE is a non-appropriated fund activity of NASA KSC. No appropriated funds of the United States shall become due or be paid to the CONCESSIONAIRE by reason of this Agreement.

The Exchange Operations Manager is the authorized representative who signs, administers, or oversees this Agreement.

When the Agreement states that EXCHANGE or CONCESSIONAIRE "shall provide" something, it is a required part of the Agreement and must be done at no extra cost.

Both parties acknowledge these terms and agree to the conditions that follow:

ARTICLE I. EXCHANGE DUTIES

1.1 EXCHANGE will:

- a) Provide Space: EXCHANGE will provide CONCESSIONAIRE access and use of the designated space at [insert assigned food court area] to prepare, sell and serve meals in the food court to include a variety [Insert Concessionaire menu style]
- b) To furnish to CONCESSIONAIRE, at no charge, the following services (as funded by NASA):
 - 1. Utilities: power, water, and natural gas
 - 2. Facility operations & maintenance (O&M): HVAC, fire protection and systems, water/wastewater, electrical, structural facility elements, and elevators
 - 3. Telephone service: local and long distance for business use
 - 4. Required NASA training: safety, environmental, fire/life safety
 - 5. Pest control & Extermination: routine interior and exterior
 - 6. Emergency services: medical, security, fire protection
 - 7. Mail services: weekday U.S. and interoffice mail pickup and delivery

8. Inspections: safety, sanitation, environmental, fire/life safety
9. O&M of grease traps in food services areas
10. Existing equipment: provided as-is with no warranty; CONCESSIONAIRE uses at its own risk
11. Security and badging: background checks and access support per 42 U.S.C. 13041
12. Used cooking oil disposal: container and disposal system provided
13. Janitorial services, including:
 - Weekday restroom cleaning
 - Weekday dust mop, vacuum, damp mop, and trash disposal of dining and serving areas
 - Weekly entryway glass cleaning
 - Quarterly low dusting, waxing floors and shampooing carpet including entry rugs
 - Annual high dusting
 - Window cleaning every two years

ARTICLE II. CONCESSIONAIRE DUTIES

2.1 Licensing:

- a) At CONCESSIONAIRE 'S expense, obtain and maintain all required licenses, permits, and certifications, and comply with all applicable federal, state, and local laws and regulations governing the operation of the food service concession prior to operations.

2.2 Operations:

- a) Prepare and sell meals in the designated food court spot to include approved menu of [insert Concessionaire's menu].
- b) Provide own internet service; NASA Wi-Fi cannot be used for transactions or other concessionaire business.
- c) Provide own point-of-sale system for cash and card payments.
- d) Operate Monday–Friday, serving breakfast and lunch unless otherwise approved. Excluding Federal Holidays.
- e) Follow minimum operating hours:
 - a. Breakfast + Lunch: 7:00 a.m.–2 p.m. ET
 - b. Lunch only: 10:30 a.m.–2 p.m. ET

- f) CONCESSIONAIRE may propose adjustments or extensions to operating hours. Changes must receive prior approval from the EXCHANGE.
- g) Maintain competitive pricing and high-quality products including a minimum of two (2) complete value priced meal options (entree plus one side) priced at least fifteen percent (15%) below the average price of CONCESSIONAIRE's complete meal offerings.
- h) Offer fresh, high-quality, nutritionally balanced menu options. Some of these options include vegetarian, vegan, gluten-free, and other healthier choices, with menu variety through rotating specials and limited-time offerings.
- i) Provide catering service options for official events with competitive market-based pricing.
- j) Leverage customer-focused innovations, to include offering online ordering, mobile payment options, and grab-and-go offerings. Other technologies that enhance the customer experience are encouraged.
- k) Follow industry best practices for food storage, inventory management, quality assurance, equipment maintenance, and overall food service operations.
- l) Pay federal, state, and local taxes applicable to the income, transactions, and operations. CONCESSIONAIRE shall not be responsible for any real estate taxes.
- m) Pay all operational debts and expenses when due in connection with their food services operation at KSC, including food and beverage, payroll, insurance, supplies equipment, permits, vendor invoices, and taxes.
- n) Coordinate with the Exchange and KSC facilities, safety, fire, and public health personnel beginning at concession Agreement start-up to establish and maintain an operational food-service location. Provide requested information and attend required meetings.
- o) Adjust menu offerings, staffing, and operating hours when required to support mission requirements, launches, conferences, special events, and other Exchange directed operational needs.

2.3 Additional for CATERING ONLY CONCESSIONAIRES:

- a) Provide catering services for launches, meetings, celebrations, and special functions offered at competitive, market-based pricing with high-quality, creative, and hospitable service, including appropriate venue setup, adequate staffing, excellent food quality, well-maintained equipment, and professional employee appearance.
- b) Publish an online catering menu including pricing and applicable policies, including ordering procedures, advance notice requirements, cancellation

policies, minimum order requirements, delivery or services fees, and payment terms.

- c) Offer customized catering menu options beyond the posted menu, including substitutions, additions, and special dietary accommodations, when requested with reasonable advance notice and subject to availability and pricing.
- d) Alcohol service requires case by case prior approval by the KSC Center Director and compliance with proper Florida liquor licensing.
- e) In the event that alcohol is warranted, the CONCESSIONER must have liquor licenses provided by the State of Florida.
- f) Provide and maintain catering vehicle(s) suitable for safe food transport, as needed.

2.4 Staffing, Training/Qualifications, and Labor Relations:

- a) Maintain an internal training program covering safety, health/sanitation, environmental, fire/life safety requirements at KSC standards.
- b) Employ qualified, professional staff and assume full responsibility for employees' salaries, benefits, and taxes.
- c) Maintain adequate staffing to meet peak demand and mission related surges.
- d) Comply with all labor laws and maintain and enforce labor relations procedures.
- e) Maintain a drug-and alcohol-free workforce. CONCESSIONAIRE may require drug testing.
- f) Comply with convict labor laws and do not employ any person undergoing a sentence of imprisonment imposed by any court of a State, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, or the U.S. Virgin Islands.
- g) The Service Contract Act of 1965 (Nov 2007) applies to this Concession Agreement. CONCESSIONAIRE employees shall be paid not less than the minimum monetary wages.
- h) The CONCESSIONAIRE shall not discriminate against any employee or applicant based on race, religion, sex, color, age, sexual orientation, disability, or national origin.
- i) The CONCESSIONAIRE must maintain a workplace free from sexual harassment and from retaliation for protected EEO activity.

2.5 Security and Access:

- a) Complete required employee background checks provided through EXCHANGE before hiring of the employee.

- b) Ensure only authorized employees receive a NASA KSC badge.
- c) CONCESSIONARE's employees shall be citizens of the United States or persons whose loyalty can otherwise be established by appropriate security clearance as regulated by Homeland Security Protective Directive.
- d) Require employees to always wear or carry badges while on site.
- e) Immediately return badges for separated employees.

2.6 Communications/Reporting

- a) Maintain training records and submit them quarterly to the EXCHANGE by email, including all food safety training, manager level certifications, and training related to handling spent cooking oil.
- b) Request EXCHANGE approval for any menu updates, price changes, promotions, or day to day operation hour changes before putting them in place. Approval can be requested by email or a brief meeting to ensure the EXCHANGE is aware of changes.
- c) Maintain a customer feedback process and report all feedback received quarterly to EXCHANGE.
- d) Participate in monthly tag-ups/reviews with the EXCHANGE.
- e) Pay to the EXCHANGE a monthly commission fee based upon 5% of the total monthly gross receipts by the fifteenth (15th) day of the following month. This rate is negotiable and can be reviewed and approved by the Exchange..
- f) Provide to EXCHANGE a monthly sales report including ticket counts, gross sales, and top selling items.

Article III.

3.1 Food Safety & Sanitation, CONCESSIONAIRE shall:

- a) Comply with the latest version of the KNPR 1870.2 including (NPR) 1800.1C. and all NASA food operator requirements.
- b) Maintain compliance with the most recently published Food and Drug Administration (FDA) Food Code and its supplements and verify compliance.
- c) Maintain preventive maintenance, daily housekeeping, and all supplies needed for safe kitchen and dining operations.
- d) Implement a food safety and defense plan that includes protocols for how food will be purchased, received, handled, stored, prepared and served during your routine operations as well as during time where service may be disrupted due to emergencies, accidents, and/or natural or man-made disasters.

- e) Implement an FDA-compliant food safety program (currently HACCP is required), that establishes active managerial control over food safety hazards.
- f) Provide the KSC Public Health Officer (PHO) or designee all employee food handler, training certificates or medical examinations as required by the latest version of the KNPR 1870.2.
- g) Prohibit employees from working while ill or with communicable diseases; report any contagious diagnosis to the PHO or designee immediately.
- h) Notify the PHO or designee of any emergency affecting food safety and maintain an Emergency Response Plan.
- i) Notify the PHO before making changes to menus, equipment, facility design, or safety plans; review and resubmit HACCP and food safety plans annually or as required.
- j) Accept unannounced inspections and promptly correct deficiencies, documenting corrective actions. Inspection disputes will be resolved by the PHO and Exchange Operations Manager.

3.2 Environmental Compliance, CONCESSIONAIRE shall:

- a) Provide NASA or designated contractors full access to inspect facilities, systems, materials, and records; attend inspections; and promptly correct all identified violations at no additional cost to NASA.
- b) Comply with all Federal, State of Florida, and local environmental laws and regulations. Including all permit requirements for facilities, operations, and systems assigned to or managed by CONCESSIONAIRE. The CONCESSIONAIRE shall comply with the procedures and requirements outlined in most recent version of Kennedy NASA Policy Requirement (KNPR) 8500.1.
- c) Conduct required environmental inspections, maintaining complete records at KSC, and provide them upon request.
- d) Manage, store, recycle, and dispose of used oil and grease according to 40 CFR 279, Florida Administrative Code 62-710, and KNPR 8500.1. No grease or oils may enter sewer or trash systems; all must be placed in designated containers.
- e) Take steps to conserve energy and water, prevent pollution, and reduce waste during daily operations, including recycling cardboard, plastic, glass, and aluminum.
- f) Maximize use of recycled content and environmentally preferable products to support KSC sustainability goals.
- g) Support sustainability through eco-friendly packaging, waste reduction initiatives when they are cost effective and meet operational needs.

3.3 Safety Compliance, CONCESSIONAIRE shall:

- (a) Follow all safety laws and apply industry-standard safety and occupational health practices, including all Federal, State, local, NASA, and contract-specific requirements.
- (b) Maintain a Safety and Occupational Health Program that meets OSHA and NASA/KSC requirements, updating it as needed.
- (c) Promptly correct and report safety noncompliance. Written notice from the EXCHANGE may require specific corrective action; failure to comply may result in further remedies.
- (d) Maintain a safe operating environment, protect employees and property, and keep open communication with NASA/KSC Safety and the EXCHANGE, including sharing all external regulatory correspondence.
- (e) Provide employees the ability to report hazards, participate in inspections and training, and engage in safety committees and job hazard analyses.
- (f) Comply with NPR 8621.1 for mishap and close call reporting to the EXCHANGE.
 - (a) Submit Type A/B mishap notifications within 1 hour.
 - (b) Submit Type C/D mishap and close call in notifications within 4 hours.
 - (c) Fully support NASA mishap investigations with documentation and employee access.
- (g) Verbally notify the EXCHANGE of any CONCESSIONAIRE employee injury incident no later than 2 hours following the occurrence.
- (h) Provide safety training and orientation at hire and as required by law or NASA standards; maintain current training records and notify employees of any policy changes.
- (i) Conduct required safety and health inspections, at least one annually using qualified personnel; track findings to closure and verify corrective actions.
- (j) Perform a safety and health assessment identifying hazards and mitigation measures and submit it to the EXCHANGE.
- (k) Provide NASA Safety or its designee immediate access to work areas and requested records within three working days.
- (l) Notify EXCHANGE and NASA Safety of any Immediately Dangerous to Life or Health (IDLH) condition within eight hours.
- (m) Maintain a safety plan aligned with all KSC policies and procedures.

Article IV. Indemnity and Insurance

4.1 To Protect EXCHANGE, CONCESSIONAIRE Agrees:

- a) Indemnify and hold harmless the United States, NASA, the EXCHANGE, and their employees from all claims, damages, injuries, or losses caused by the CONCESSIONAIRE or its personnel.
- b) Maintain the following insurance coverage, at the CONCESSIONAIRE 's expense, from insurers acceptable to the EXCHANGE, and provide certificates of insurance with 10 days' notice of renewal or cancellation:
- c) Workers' Compensation and Employers' Liability Insurance. Coverage for all employee benefits available under Title XXXI, Chapter 440 Workers' Compensation of the Florida Statutes. A minimum limit of \$1,000,000 per incident for employer's liability and occupational disease is
- d) General public liability insurance with limits of liability for bodily injury and property damage of at least One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) general aggregate. The liability policy shall name "NASA EXCHANGE COUNCIL-KSC and the United States of America" as an additional insured with respect to operations under this Agreement, whether performed by CONCESSIONAIRE.
- e) 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 Concession Agreement. Minimum limits of \$3,000,000 combined single limit for bodily injury and property damage per occurrence.
- f) Business Interruption Insurance not required but highly encouraged to cover the loss of income that the CONCESSIONAIRE may suffer due to unforeseen circumstances that may cause a temporary closure of any facility or the Center. The EXCHANGE will not be responsible for any losses incurred.

4.2 CONCESSIONAIRE Restrictions, CONCESSIONAIRE shall not:

- a) Represent itself as part of NASA, the U.S. Government, KSC, or the EXCHANGE in any communication or advertisement.
- b) Sell, transfer, or assign any EXCHANGE-owned property, including buildings, equipment, furniture, or tools.
- c) Assign or transfer the premises or business operations to another party.
- d) Construct or install buildings, structures, signs, or advertising without prior EXCHANGE approval.

- e) Conduct any business on the premises other than the approved food service operations, or perform outside contractual work on the premises, without EXCHANGE approval.

Article V. Facilities & Equipment

5.1 Maintenance, Repair, and Modifications:

The CONCESSIONAIRE shall:

- a) Ensure all equipment—assigned, leased, rented, or brought on site and properly assembled and safe for use.
- b) Maintain clean, attractive facilities that meet sanitation, safety, and environmental standards.
- c) Use only certified and properly licensed personnel for installation or maintenance work.
- d) Follow the FDA Food Code (Chapter 6) and Florida Building Code for any construction or renovation; approvals and inspections are handled by the EXCHANGE, PHO, and facility manager.
- e) Ensure compliance with the Anti-Kickback Act.

Facility Modifications:

Any modifications requested by CONCESSIONAIRE must be fully paid for by the CONCESSIONAIRE, comply with all laws and codes, and receive EXCHANGE and PHO approval before work begins.

5.2 Regarding Government-owned property furnished under this Agreement, CONCESSIONAIRE agrees:

- a) Be responsible for operating and maintaining all equipment and fixtures, whether owned by the EXCHANGE or the CONCESSIONAIRE, including routine cleaning, basic upkeep, and repairs. Any repairs or replacement expected to exceed a reasonable threshold of \$2,500 can be discussed with the EXCHANGE for a mutual Agreement between both to complete the needed repairs or replacement.
- b) Do not remove EXCHANGE owned equipment from the provided space at KSC without prior written approval by the Exchange manager.
- c) Return all Government furnished property at the end of the Agreement to the Exchange, in space provided, in substantially the same condition as received.

- d) Provide all labor, equipment, materials, supplies, and inventory needed for operations (except Government furnished items).
- e) At Agreement expiration or termination, CONCESSIONAIRE needs to remove signage and branding from space and return to original condition.
- f) Use only NSF-approved equipment that meets fire detection and suppression requirements.
- g) Ensure all equipment is reviewed by NASA safety, sanitation, environmental, and fire officials before use or installation.

The EXCHANGE may:

- a) Mutually agree with the CONCESSIONAIRE, at Agreement expiration, on whether the EXCHANGE will purchase CONCESSIONAIRE owned equipment at net book value (acquisition cost minus IRS based depreciation, never less than \$1). If both parties agree, the CONCESSIONAIRE will transfer title at that value to the EXCHANGE.

Article VI. Term and Termination

6.1 Term and Renewal

- a) This Agreement shall begin on January 1, 2027, and expire on [insert Agreement end date], unless terminated earlier in accordance with this Agreement.
- b) The EXCHANGE may, at its discretion, renew this Agreement for up to three (3) additional one-year terms, provided the CONCESSIONAIRE has satisfactorily complied with all Agreement requirements, including environmental, sanitation, and safety standards. The EXCHANGE will provide at least sixty (60) day notice if it elects not to exercise a renewal option.
- c) If the CONCESSIONAIRE continues operations after expiration while the parties negotiate a renewal, the terms of this Agreement shall remain in effect until a new Agreement is executed, or operations cease.
- d) The Concessionaire shall provide a complete phase-out plan six months prior to the end of the term to ensure a smooth transition in the change of work effort.

6.2 Termination

- a) Either party may terminate this Agreement upon ninety (90) day written notice to the other party.
- b) The EXCHANGE may terminate this Agreement immediately or upon written notice if:

- I. The EXCHANGE is inactivated.
 - II. The CONCESSIONAIRE fails to meet the requirements of this Agreement.
 - III. The CONCESSIONAIRE materially breaches any provision of this Agreement; or The EXCHANGE elects not to renew the Agreement.
- c) Upon termination, the CONCESSIONAIRE shall pay all amounts due to the EXCHANGE, remove its equipment and inventory within ten (10) days, and restore the facility to its original condition, reasonable wear and tear excepted. If the CONCESSIONAIRE fails to do so, the EXCHANGE may remove or dispose of the property and restore the facility at the CONCESSIONAIRE's expense. Any proceeds from the sale of CONCESSIONAIRE property may be applied to outstanding amounts owed to the EXCHANGE.

Article VII

7.1 Disputes:

Any dispute under this Agreement that cannot be resolved between the parties will be decided by the NASA Exchange Council Chair. The Chair's written decision will be final the final agency decision for the purpose of judicial review. Nothing in this article limits or prevents either Party from pursuing any other right or remedy available by law upon the issuance of the final agency decision.

7.2 Modification of Agreement:

This Agreement may only be changed through a written modification signed by both parties. No oral changes are valid.

7.3 Products and Services Authorized for Sale on Premises

The premises may be used for the storage and sale of food, beverages, and related products. The CONCESSIONAIRE may not offer other products or services unless the EXCHANGE gives prior written approval.