Florida State University
Competitive Solicitation
Acknowledgement Form

Submit Response To:
Procurement Services
Florida State University
282 Champions Way, UCA 1400
Tallahassee, FL 32306-2370
Phone (850) 644-6850 | Fax (850) 644-8921
www.procurement.fsu.edu

<table>
<thead>
<tr>
<th>CS No: ITB 5799-A</th>
<th>Title: FSU Women’s Volleyball Team Air Charter for San Juan, PR</th>
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<tr>
<td>Date of Issue: March 4, 2016</td>
<td>Response Due Date and Time: March 22, 2016 @ 3:00 PM</td>
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CS Point of Contact

<table>
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<tr>
<th>Name: James C. Johnson</th>
<th>Phone: 850/644-6850</th>
<th>Email: <a href="mailto:jcjohnson@fsu.edu">jcjohnson@fsu.edu</a></th>
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Vendor Information

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<tr>
<th>Federal Employer Identification Number or SS Number:</th>
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<tr>
<td>Company Name:</td>
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<td>Mailing Address:</td>
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<td>City, State, Zip Code:</td>
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Posting of Competitive Solicitation Tabulations

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Government Classifications
Check all applicable

☐ African American
☐ American Women
☐ Asian-Hawaiian
☐ Government Agency
☐ Hispanic
☐ MBE Federal
☐ Native American
☐ Non-Minority
☐ Non-Profit Organization
☐ Pride
☐ Small Business Federal
☐ Small Business State
☐ Veteran/Service Disabled

I certify that this offer is made without prior understanding, agreement, or connection with any corporation, firm or person submitting an offer for the same materials, supplies, or equipment and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this offer and certify that I am authorized to sign this offer for the responder and that the responder is in compliance with all requirements of the Competitive Solicitation, including but not limited to, certification requirements. In submitting an offer to an agency for the State of Florida, the responder offers and agrees that if the offer is accepted, the responder will convey, sell, assign or transfer to the State of Florida all rights, title and interest in and to all causes of action it may now hereafter acquire under the Anti-trust laws of the United States and the State of Florida for price fixing relating to the particular commodities of services purchased or acquired by the State of Florida. At the State’s discretion, such assignment shall be made and become effective at the time the purchasing agency tenders final payment to the responder.

Printed Name/Title ________________________________

Authorized Signature ______________________________
FLORIDA STATE UNIVERSITY
INVITATION TO BID (ITB)
ITB 5799-A
WOMEN'S VOLLEYBALL TEAM AIR CHARTER FOR SAN JUAN, PUERTO RICO
I. STATEMENT OF OBJECTIVE
The objective of this Invitation to Bid (ITB) is to enable Florida State University (FSU) to enter into a purchase order (PO) with a Respondent to provide charter air service for the Florida State University Women’s Volleyball Team for a September 2016 flight.

II. DEFINITIONS

a. **Purchase Order/Contract** – The Purchase Order (PO) or other form or format, provided to the awarded Respondent(s), FSU uses to make a purchase under the contract term, which includes a formal written PO, electronic PO, Procurement Card (P-card), or any other means authorized by Procurement Services and which incorporates the requirements and conditions listed in the Bid.

b. **Invitation to Bid** – a written or electronically posted solicitation for competitive sealed replies to select one or more Respondents to procure commodities or services during the term of the contract.

c. **May, Should** – Indicates something that is not mandatory, but permissible, recommended, or desirable.

d. **Minor Irregularities** – irregularities that have no adverse effect on FSU’s interest, will not affect the amount of the ITB and will not give a Respondent an advantage or benefit not enjoyed by another Respondent.

e. **Must, Shall, Will** – The words “shall,” “must,” or “will” are equivalent and indicate mandatory requirements or conditions. FSU will not waive Responder’s material deviation from any of the mandatory requirements.

f. **Response** – The entirety of the Respondent’s submitted bid response to the ITB, including any and all supplemental information submitted.

g. **Respondent** - Anyone who submits a timely bid in response to this ITB.

h. **Responsible Respondent** – A Respondent who has the capability in all respects to fully perform the contract requirements and the integrity and reliability that will assure good faith performance.

i. **Responsive Bid** – A bid submitted by a responsive and responsible Respondent that conforms in all material respects to the solicitation.

j. **Sole Point of Contact** - The Procurement Officer or designee to whom Respondents shall address any questions regarding the solicitation or award process. The sole point of contact shall be the arbitrator of any dispute concerning performance of the Contract.

k. **Successful Respondent** - The firms or individual who is the recommended recipient of the award of a contract under this ITB (also synonymous with “Payee”, “Offerer,” “Contractor” and “Vendor”). If a Respondent is a manufacturer, its certified dealers and resellers may also furnish products under the Contract; in choosing to do so, the dealers and resellers agree to honor the Contract and the term “contractor” shall be deemed to refer to them. Unless awarded the Contract as a direct Respondent, however, dealers and resellers are not parties to the Contract, and the Respondent that certifies them shall be responsible for their actions and omissions.
I. **University** – Florida State University, Florida State University Board of Trustees is a public body corporate of the State of Florida.

III. **INITIAL CONTRACT PERIOD AND RENEWAL OPTION**
The contract term is anticipated to be from August 2016 through October 2016.

IV. **SOLE POINT OF CONTACT**
James C. Johnson  
Florida State University Procurement Department  
A1400 University Center A  
Tallahassee, Florida 32306-2370  
Phone (850) 644-6850  
Fax: (850) 644-8921  
E-mail: jcjohnson@fsu.edu

Preliminary questions relative to the ITB document and/or process must be submitted in advance by email to the FSU sole point of contact no later than the day and time shown in the Calendar of Events as the last day to submit questions. FSU may respond to questions via an addendum that will be posted to the Procurement Services website under the Competitive Solicitations webpage. At all times it shall remain the responsibility of the Respondent participating in the ITB to check the website for postings of addenda, notices or award decisions. No further notice will be given.

Only those communications that are in writing from Procurement Services shall be considered as a duly authorized expression on behalf of FSU. Respondents may not consider any verbal instructions as an official expression on FSU’s behalf. **QUESTIONS DIRECTED TO, OR ANY RESPONSES RECEIVED FROM ANY OTHER DEPARTMENT, PERSON, AGENT, OR REPRESENTATIVE OF FSU WILL NOT BE CONSIDERED VALID OR BINDING.** Also, FSU will recognize only communications from Respondents that are signed and in writing as duly authorized expressions on behalf of the Respondent.

Respondents to this ITB or persons acting on their behalf shall not contact any employee or officer of FSU, Board of Trustees, or a University Direct Support Organization concerning any aspect of this ITB, except in writing to the Sole Point of Contact or Chief Procurement Officer or as provided in this ITB document, from the date of release of this ITB through the end of the 72-hour period following FSU’s posting of the notice of intended award, in accordance with Board of Governors (BOG) Regulation 18.002. Violation of this provision may be grounds for rejecting a response. If there are any changes or additions to the sole point of contact information at any time in the process, participating companies will be notified via an addendum to the ITB.

V. **CALENDAR OF EVENTS**

<table>
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<tr>
<th>Task</th>
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<tr>
<td>FSU Issues ITB</td>
<td>3/04/16</td>
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<tr>
<td>Written Questions from Respondents no later than 5 pm EST</td>
<td>3/14/16</td>
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<tr>
<td>FSU Issues Answers to Questions via addendum no later than 3 pm EST</td>
<td>3/16/16</td>
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<tr>
<td>Written Bid Responses Due from Respondents no later than 3 pm EST</td>
<td>3/22/16</td>
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<tr>
<td>FSU Posts Intent to Award on or about</td>
<td>TBD</td>
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**If applicable, site visit information outlined under the Calendar.**

Unless otherwise revised by a subsequent addendum to this ITB, the dates and times by which stated actions should be taken or completed are listed above. If FSU determines, in its sole discretion, that it is necessary to change any of these dates and times, it will issue an Addendum to the ITB and issue a Notice of Addendum on the Procurement Services website. All times listed are Eastern Standard Time (EST). It is the Respondent’s responsibility to check the Procurement Services website for any updates or addendums to this ITB.

VI. SPECIFICATIONS

FSU is requesting responses to this ITB from qualified Respondents capable of providing team travel for charter air service for the FSU Women’s Volleyball for September 2016. At a minimum FSU requires bids for two (2) types of planes; a 30 passenger jet engine and a 50 passenger jet engine plane that shall include snacks and non-alcoholic beverages for both planes.

a. Specifications for Airplane. The following sets forth specifications for the charter aircraft:

   1. Must be flown by two pilots possessing commercial pilot certificates with instrument ratings and who are fully qualified and insured in the aircraft being flown.

   2. Must have a minimum passenger seating capacity for specific Athletic Team Traveling (see specification; Women’s Volleyball team).

   3. Maximum leg room to accommodate tall players and coaches

   4. Companies are encouraged to submit multiple proposals for varying seat capacity airplanes.

b. Travel Requirements

   1. Charter flight, by Successful Respondent, must comply with all FAA Health and Safety regulations while in the air and on the ground.

   2. Flights from Tallahassee will originate and end at the Tallahassee International Airport.

   3. All seats will be reserved by and for FSU. Employees/guests of the Respondent will not request seats on flights for personal or business reasons with the exception of the one employee/technician that may accompany the team on the trip.

   4. No alcohol will be served on team flights.

   5. Individual meals and or snacks as requested in the ITB (athletic portions) for team flights will be provided by the awarded vendor. The price of meals shall be included in your bid responses. Meal options should be detailed in the Proposal. Respondent must have capabilities to provide either a hot dinner or a boxed meal with sandwiches, chips, cookies, and assorted cold drinks (ice required). The type of meal (Hot or Cold) will be chosen at the option of the Athletic Team Staff.

   6. Respondents must certify with their response that they can and will furnish a replacement aircraft of the same seating capacity as originally scheduled within three (3) hours of a...
flight being delayed for any reason other than inclement weather along the route of the charter flight between the point of origin and destination, which cannot be overflown or bypassed safely. This exclusion applies to aircraft carrying passengers, and not deadheads. The successful Respondent will be responsible for having aircraft at the appointed places on the appointed dates, and at the appointed times. Respondents must certify acceptance of this provision by signing and returning Attachment A of this ITN with their response.

7. Liability insurance of no less than $400,000,000.00 for each flight. The insurance must name Florida State University and the FSU Board of Trustees as additional insured. Proof of such insurance coverage must be supplied to the University within 14 days of issue of a purchase order. Failure to do so will result in cancellation of the order without further cause, penalty, or notice, for failing to meet specifications.

8. Non-stop flights are required with the exception of refueling stops. Any required stops must be pre-approved by the University.

9. Successful Respondent must provide a “designated” charter coordinator onboard all flights. The charter coordinator’s sole responsibility must be to coordinate flight operations and not be involved in any other duties such as flight attendant, cockpit crew, mechanic, etc.

10. Prior to departure, the Successful Respondent must furnish a complete seating chart and boarding passes to the FSU designated point of contact for the Athletic Team traveling.

c. **Mandatory Requirements/Conditions**

1. Respondents must show valid proof (in form of a list of teams by sport including contacts) that they have flown other NCAA college teams within the last two calendar years.

2. Respondents must have minimum of 8 years in the air charter business.

3. Prices quoted must not be contingent on flights with other Universities or other teams.

4. Provide qualifications of personnel, including pilots.

5. Provide documentation of commercial pilot certificate with instrument rating.

6. Provide types of aircraft, aircraft specifications and aircraft model year.

7. Aircraft must operate at full capacity under new TSA regulation.

8. Only the most recent aircraft will be acceptable for team travel. All aircraft must be a maximum of 10 years old (2006 or newer model).

9. Provide current insurance certificate.

10. Provide maximum passenger numbers/configurations of cabin and storage.

11. Provide luggage/equipment requirements (weight requirements)

d. Compensation and Fees

1. Provide a round-trip cost of each flight requested to the destination city or nearest available airport necessary to accommodate the specific aircraft in the Flight Schedules provided in Attachment B. Respondents should include payment requirements in the proposal, including any required deposits. All payments are subject to State of Florida procurement laws.

2. Any additional fees should be outlined in the proposal. FSU will not agree to pay any charges that are not included in the proposal. The fuel surcharge, if any, should be presented and will be evaluated among the bids received. An example of the calculation for any fuel charges based on the fuel surcharge should be set forth in the proposal.

3. FSU reserves the right to award a contract to more than one Respondent in any combination of games or teams. FSU also reserves the right to pursue other means of transportation for any game listed in this proposal.

e. Alternate Proposals.

FSU may consider alternate proposals submitted by Respondent. Respondents submitting alternate proposals should (i) clearly identify any exceptions taken to the requirements and specifications set forth in this ITB and (ii) include a detailed description of the alternative(s) proposed. Respondents may suggest additions to the requirements and specifications set forth in this ITB, and all such suggestions should be clearly defined. Alternate proposals should be submitted as attachments to the proposal. Alternate proposals shall meet the same requirements and shall be in the same format as the Respondent's base format.

Payment by the State of Florida for services shall be made only after receipt of services. The University has in the past used a purchase order in lieu of down payment. **IF ANY PREPAYMENT IS REQUESTED OR REQUIRED BY THE CONTRACTOR, THE PAYMENT CANNOT BE MADE EARLIER THAN 30-DAYS PRIOR TO THE DATE OF EACH INDIVIDUAL TRIP. ANY PREPAYMENT FUNDS SHALL GO INTO AN ESCROW ACCOUNT.**

FSU May:

- Reject any and all bids or any part thereof, to waive informalities, and to make single or multiple awards. Incomplete bids may not be considered in the evaluation.

- Reserve the right to inspect and investigate thoroughly the establishment, facilities, equipment, business reputation and other qualifications of the Respondent(s) and any subcontractors and to reject any bid irrespective of pricing and financial terms if it is determined that the Respondent is deficient in any of the essentials necessary to assure acceptable standards of performance in the services of this ITB.

- Reserve the right to refrain from notifying the unsuccessful Respondent(s) that their bids have not been awarded by FSU until after FSU has entered into a binding agreement with the successful Respondent(s).
• Reserve the right to ask for clarifications of a bid response.

FSU Will:

• Reject bids not received by the written bid due date/time required by the ITB.
• Reject any bid that fails to meet mandatory specifications (i.e. functional, cost or contractual requirements) stated in the ITB.

VII. FORMATTING

a. Response Format

1. **Submit one (1) original of the bid in hard copy form. Submit one electronic copy of the bid on CD or PC compatible medium (USB etc.), preferably in Word®, Excel®, or PDF format.** The original response shall contain the original manual signature of the authorized person signing the bid, and the electronic copy of the bid. Failure to include the original bid response and all signed copies may be grounds for rejection of your bid without further evaluation.

2. Each Respondent’s bid response shall include the information and required submittals described and as requested in the ITB.

3. Questions and requests for information may not be rearranged, regrouped, or divided in any way.

4. All information and required submittals requested SHALL BE in hardcopy and included in your written bid response. Responses shall not refer FSU to electronic media such as websites, CD’s, disks, or tapes in order to obtain the required information or submittals.

5. Information submitted that is not requested by FSU may be considered to be supplemental, not subject to evaluation.

6. If there is any information or required submittals which due to size or binding cannot be incorporated, the Respondent must provide information, telling the Sole Point of Contact where the information can be found in the response.

7. The Addenda Acknowledgement form shall be signed by a company representative, dated and returned to FSU by the date specified in Section V. for the bid due date/time. Failure to return an Addenda Acknowledgement form issued for this ITB may be grounds for rejection of the bid response.

Note: If Respondent’s bid deviates from these instructions, such bid may, at FSU’s sole discretion, be REJECTED.

Note: Any award hereunder is subject to the provisions of Chapter 112, F.S. All Respondents must disclose with their bid the name of any officer, or agent who is also an employee of the State of Florida, or any of its agencies. Further, all Respondents must disclose the name of any State employee who owns, directly or indirectly, an interest of five (5) percent or more in the Respondent’s firm or any of its branches.
VIII. DELIVERY OF BIDS

The original and number of copies specified above shall be mailed to the FSU Sole Point of Contact noted above. These copies must be received within Procurement Services no later than the date and time noted in the Calendar of Events. Emailed and faxed copies are not acceptable and shall be considered as an invalid response.

Note: Delivery to any other point on, or off campus is NOT acceptable and shall be grounds for rejection of the ITB.

a. **Forms and Signatures.** All bid responses must contain the Competitive Solicitation Acknowledgement form with a manual signature (or a facsimile). Bids must be typed except for those areas where the ITB specifically allows hand written entries. If submitted by mail, do not include more than one response in a sealed envelope or package. The face of the envelope or package shall contain the Procurement Services address as provided in this ITB, the date and time of the bid opening and the ITB number. Bids submitted on any attached response form or in another specified media may be rejected. Any manual changes made to an ITB price must be initialed. All bids are subject to the conditions specified herein. Any response that does not comply with these conditions will be rejected.

b. **DO NOT ALTER THIS ITB document IN ANY WAY.** The only acceptable changes or alterations to this ITB will be made in the form of addenda and issued only by FSU Procurement Services.

c. **Responsible and Capable.** Only fully capable and responsible companies or individuals, who are in good standing with the State of Florida and FSU, who can demonstrate the ability to fulfill all specifications, and that possess the financial capability, experience, and personnel resources to provide all goods and services of the scope and breadth described in this ITB should respond.

d. **Respondent Warranty.** The Respondent submitting the bid warrants that, to the best of their knowledge, there is no pending or threatened action, proceeding, or investigation, or any other legal or financial condition, that would in any way prohibit, restrain, or diminish its ability to satisfy Contract obligations, should a contract be awarded.

e. **No Bid Submitted.** If not submitting a response to this ITB, respond by returning only the ITB Competitive Solicitation Acknowledgement Form with the statement "NO RESPONSE" written on it and a brief explanation in the space provided on that form. Failure to respond to an ITB by not returning a response or this acknowledgement form may result in removal of your company from the FSU's ITB bidder database.

f. **Delivery Deadline.** The absolute deadline for receipt of sealed responses is listed in Section V. The clock in the lobby of Procurement Services shall be the official timepiece for determining if a response has been received at the correct time. FSU is not responsible for lost, misdirected or mis-delivered, or late bid packages for Respondent(s) using delivery services/carriers (i.e. USPS, FedEx, DHL, UPS, etc.).

g. **Samples.** Samples of items, when called for, must be furnished free of expense, and if not destroyed, may, upon request, be returned at the Respondent's expense. Each individual sample must be labeled with Respondent's name, manufacturer's brand name and number, ITB number and item reference. A request for return of samples shall be accompanied by instructions which include shipping authorization and name of carrier and must be received with your bid. If instructions are not received within this time, the samples shall be disposed of by FSU.
h. **Disqualification of Respondent.** Only one bid response from an individual, firm, partnership, corporation or association under the same or different names will be considered. Reasonable grounds for believing that a Respondent is involved in more than one bid response for the same ITB will be cause for rejection of the highest bid response in which such Respondents are believed to be involved. Any or all bids will be rejected if there is reason to believe that collusion exists between Respondents. Bids in which the prices obviously are unbalanced will be subject to rejection.

i. **Bid Materials.** The materials submitted in response to this ITB become the property of FSU upon delivery to Procurement Services.

j. **Effective Period of Bids.** Under this ITB, Bidder responses shall remain firm for a period of no less than ninety (90) days following the closing date, in order to allow time for evaluation, approval, and award of the purchase order/contract. Any bidder who does not agree to this condition shall specifically communicate in its bid response such disagreement to the University, along with any proposed alternatives. This University may accept or reject such proposed alternatives without further notification or explanation.

k. **Mistakes/Errors.** Respondents are expected to examine the specifications, delivery schedule and all instructions pertaining to supplies and services. Failure to do so will be at Respondent’s risk. In case of a mistake in extension, the unit price will govern.

l. **Condition and Packaging.** It is understood and agreed that any item offered or shipped as a result of this ITB shall be new, or a current standard production model available at the time of this response. All containers shall be suitable for storage or shipment, and all prices shall include standard commercial packaging.

m. **Discounts.** A cash discount for prompt pay may be offered. However, such discounts shall not be considered in determining the lowest net cost for response evaluation purposes. Discounts will be computed from the date of satisfactory delivery at place of acceptance or from receipt of a correct invoice at the office specified, whichever is later. Respondents are encouraged to reflect cash discounts in the unit prices proposed.

n. **Taxes.** FSU, as an agency of the State of Florida, is entitled to the benefits of sovereign immunity including immunities from the payment of federal excise and state sales taxes on direct purchases of tangible personal property or services by the Respondent in the performance of the contracts with FSU.

**Important Note Regarding Written Bid Response**

The determination of the companies selected will be based on evaluation of the written response submitted. Any response that does not provide complete, accurate, and detailed answers to each question or which indicates the company prefers to defer providing complete details until a later stage in the process, may be declared non-responsive and rejected without further evaluation or consideration.
IX. RESPONSIVENESS AND RESPONSIBILITY DETERMINATION

Responsiveness Determination
A bid response that is considered responsive is one that conforms to all essential requirements and satisfies all mandatory conditions set forth in the ITB specifications. Essential requirements and mandatory conditions can include required qualifications, necessary company resources and experience, pre-qualification requirements, and required certifications, and various other required or mandatory specifications. Section 287.012(25) F.S. defines a “responsive bid, responsive proposal, or responsive reply” as “a bid, proposal, or reply submitted by a responsive and responsible vendor that conforms in all material respects to the solicitation.” Section 287.012(26) F.S. defines a “responsive vendor” as “a vendor that has submitted a bid, proposal, or reply that conforms in all material respects to the solicitation.”

Responsibility Determination
A Respondent is responsible if it can perform the contract as promised. Thus, the concept of responsibility focuses on the Respondent’s trustworthiness, quality, fitness and capacity to satisfactorily perform. Determining whether a Respondent is responsible can include evaluation of the following: financial resources, performance schedule, performance record, organization and skills, equipment and facilities, and various other matters relating to the ability of a Respondent to perform the contract. Section 287.012(24) F.S. defines a “responsible vendor” as “a vendor who has the capability in all respects to fully perform the contract requirements and the integrity and reliability that will assure good faith performance.”

X. MANUFACTURER’S NAMES, APPROVED EQUIVALENTS, BEST VALUES, OR SOLUTIONS
Any manufacturers’ names, trade names, brand names, or catalog numbers used in the specifications are there for the purpose of establishing and describing general performance and quality levels. Such references are not intended to be restrictive and responses are invited on comparable brands or products of any manufacturer. The Respondent may propose any equivalent brand or product that meets or exceeds the specifications for an item(s). However, a Respondent shall not be allowed to bid more than one brand or equivalent products on any one item. It is the Respondent’s responsibility to select the single equivalent brand or product that his/her firm sells which meets all specifications and is the lowest in cost. If a Respondent bids more than one equivalent brand or product on an item, only the equivalent brand or product bidding the lowest response shall be considered. If a bid is based on an equivalent brand or product the manufacturer’s name and number must be indicated on the response form. Respondent shall submit with the bid, cuts, sketches, and descriptive literature, and/or complete specifications. Reference to literature submitted with a previous bid will not satisfy this provision. The Respondent shall also explain in detail the reason(s) why the proposed equivalent will meet the specifications and not be considered an exception thereto. In addition, if a Respondent has more than one best value or solution for a ITB, they should base their bid response on the best value or solution that meets FSU’s requirements in the written ITB process. FSU reserves the right to determine acceptance of item(s) as an approved equivalent or best values and solutions. Bids which do not comply with these requirements are subject to rejection. Bids lacking any written indication of intent to bid an alternative brand will be received and considered incomplete of compliance with the specifications as listed on the ITB document. The Sole Point of Contact in Procurement Services is to be notified of any proposed changes in (a) materials used, (b) manufacturing process, or (c) construction. However, changes shall not be binding upon FSU unless evidenced by an addendum issued by Procurement Services.

XI. INTERPRETATIONS
Respondents shall examine the ITB to determine if FSU’s requirements are clearly stated. If there are any requirements that are too vague or restrict competition, the Respondent may request, in writing, that the specifications be changed. A Respondent who requests changes in the specifications must identify and describe the Respondent’s difficulty in meeting FSU’s specifications; must provide detailed justification for the change, and must provide a recommended
change in the specifications. Any questions concerning ITB conditions and specifications shall be directed in writing to the Sole Point of Contact for receipt by the date specified in the Calendar of Events. Inquires must reference the date of ITB opening and ITB number. No interpretation shall be considered binding unless provided in writing by the FSU in response to a request in full compliance with this provision. Oral or late requests will not be valid. A Respondent’s failure to request changes by the permissible date shall be considered an acceptance of FSU’s specifications and a waiver of the Respondent’s right to protest the ITB specifications. FSU reserves the right to determine which changes to the ITB shall be acceptable.

XII. NONCONFORMANCE TO BID CONDITIONS
Items may be tested and/or inspected for compliance with specifications by any appropriate testing facilities. Should the items fail testing, FSU may require the Respondents to reimburse FSU for all costs incurred by FSU in connection with the examination. The data derived from any test for compliance with specifications are public records and open to examination thereto in accordance with Chapter 119, F.S. Items delivered not conforming to specifications may be rejected and returned at Respondent’s expense. Items delivered which do not comply with the ITB specifications and items not delivered as per delivery date in the ITB and/or purchase order may result in Respondent being found in default. In which event, any and all reprocurement costs may be charged against the defaulting Respondent. Any violation of these stipulations may also result in Respondent’s name being removed from Procurement Services bidder distribution list.

XIII. ADDITIONS, DELETIONS, SUBSTUTIONS
Should FSU find it necessary to supplement, modify, correct, or interpret any portion of the ITB during the ITB period, such action shall be taken by issuance of a written Addendum to the documents distributed to all known prospective Respondents.

XIV. LEGAL REQUIREMENTS
Applicable provisions of all Federal, State, County, and local laws, and of all ordinances, rules and regulations shall govern development, submittal and evaluation of all bid responses received in response hereto and shall govern any response by FSU by and through its officers, employees, and authorized representatives, or any other person, natural or otherwise. Lack of knowledge by any Respondent shall not constitute a cognizable defense against the legal effect thereof.

XV. LOBBYING AND GRATUITIES
It shall be a breach of ethical standards for any employee of FSU or member of FSU Board of Trustees to accept, solicit, or agree to accept a gratuity of any kind, form or type in connection with this ITB or resulting contract for commodities or services.

The Respondent shall not, in connection with this ITB or any other contract with FSU, directly or indirectly (1) offer, confer, or agree to confer any pecuniary benefit on anyone as consideration for any FSU officer or employee’s decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty, or (2) offer, give, or agree to give to anyone any gratuity for the benefit of, or at the direction or request of, any FSU officer or employee. For purposes of clause (2), “gratuity” means any payment of more than nominal monetary value in the form of cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind.

Respondents are prohibited from using funds provided under contract or PO for the purpose of lobbying the Legislature or any official, officer, commission, board, authority, council, committee, or department of the executive branch or the judicial branch of state government.

XVI. ADVERTISING
In submitting a bid, Respondent agrees not to use the results therefrom as a part of commercial advertisement.
XVII. **PUBLIC INSPECTION**
All material submitted and opened becomes subject to the Public Records Law set forth in Chapter 119 F.S. This includes material which the Respondent might consider to be confidential or a trade secret. Any claim of confidentiality is waived upon submission, effective after ITB opening pursuant to Section 119.07, F.S. In accordance with Florida Statutes, sealed bids received by FSU pursuant to a ITB are exempt from Chapter 119.07(1) and s. 24(a), Art. 1 of the State Constitution until such time as FSU provides notice of an intended decision or until 30 days after opening the ITB bids, whichever is earlier.

If FSU rejects all bids submitted in response to an ITB and FSU concurrently provides notice of its intent to reissue the ITB, the rejected bids remain exempt from s. 119.07(1) and s. 24(a), Art. 1 of the State Constitution until such time as FSU provides notice of an intended decision concerning the reissued ITB or until FSU withdraws the reissued ITB. A bid is not exempt for longer than 12 months after the initial notice rejecting all bids.

XVIII. **COMPETITIVE SOLICITATION (ITB) TABULATION**
An ITB Tabulation that serves as the “Notice of Intended Decision” will be posted for review by interested parties on the Procurement Services website at: [http://procurement.fsu.edu/CS Decisions](http://procurement.fsu.edu/CS Decisions) and will remain posted for a period of seventy-two (72) hours. Any person who is adversely effected by FSU decisions or intended decisions as detailed above in connection with this ITB, shall file a written “Notice of Protest” with the Director of Procurement Services. Failure to file a protest within the time prescribed in accordance with BOG Regulation 18.002 and FSU Regulation FSU-2.015, or failure to post the bond or other security as required in BOG Regulation 18.003, shall constitute a waiver of right to protest.

XIX. **COVERAGE AND PARTICIPATION**
With the consent and agreement of the successful Respondent, and pursuant to their own governing laws, purchases may be made under this ITB by other universities, governmental agencies or political subdivisions within the State of Florida pursuant to BOG Regulation 18.001. Other entity purchases are independent of the contract between entity and awarded Respondent, and FSU shall not be a party to any transaction between the awarded Respondent and any other purchaser.

XX. **SPECIAL ACCOMMODATIONS**
It is recommended that Respondent(s) arrive approx. one (1) hour before the start time of any scheduled mandatory or non-mandatory site visit. Attendees must follow all FSU parking regulations. If you have questions regarding where or how to park on campus, please contact FSU Parking Services at (850) 644-5278. Any person requiring special accommodations should contact Procurement Services at 850-644-6850 and ask for the Sole Point of Contact noted in the ITB.

XXI. **ADDITIONAL QUANTITIES**
Unless otherwise noted in the ITB document, for a period not exceeding ninety (90) days from the date of award of the bid by FSU, the right is reserved to acquire additional quantities up to the amount shown on the ITB, but not to exceed $75,000, at the prices listed on the bid response to this ITB. If additional quantities are not acceptable, the tabulation sheet must be noted “RESPONSE IS FOR SPECIFIED QUANTITY ONLY.”

XXII. **CONFLICT BETWEEN DOCUMENTS**
If any terms and conditions contained within the documents related to this ITB are in conflict with any other terms and conditions therein, then the various documents comprising this ITB, as applicable, shall govern in the following order of precedence: Change Order, Purchase Order, Addenda, ITB special Terms and Conditions, ITB Specifications, General Conditions of the ITB Acknowledgement form.
XXIII. PROPRIETARY OR CONFIDENTIAL INFORMATION.
If the Respondent needs to submit proprietary information with the bid, the Respondent shall ensure that it is enclosed in a separate envelope from the bid and that it is clearly designated and conspicuously labeled as such. Respondents who submit bids with information noted as proprietary or confidential may be asked to substantiate why the information is proprietary or is otherwise exempt from a public records request under Florida Law.

XXIV. CERTIFICATION OF ITB
Respondent agrees to be bound by the content of this bid and agrees to comply with the terms, conditions and provisions of the referenced ITB and any addenda thereto in the event of any award. Exceptions are to be noted as stated in the ITB. By signature on the Competitive Solicitation Acknowledgement form, the Respondent certifies that (1) bid did not involve collusion or other anti-competitive practices, (2) Respondent has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted bid, (3) Respondent certifies there is no employee of FSU, or whose relative has, a substantial interest in any Agreement subsequent to this ITB, (4) Respondent certifies they are not currently debarred, or suspended or proposed for debarment by any federal entity and agrees to notify FSU of any change in this status, should one occur, until such time as an award has been made under this procurement action and (5) Respondent certifies review of the ITB in its entirety and understands the terms and conditions contained herein and referenced below.

FSU’s standard Purchase Order Terms and Conditions:

The Federal Acquisition Regulations for federally funded contracts:
http://procurement.fsu.edu/sites/default/files/media/doc/FederalAcquisitionRegulations.pdf
ATTACHMENT A

Certification of ability to provide aircraft within three (3) hours of a flight delay

I, ________________________, do hereby certify that if __________________________ is the Successful Respondent and any problem, other than that indicated in the ITB, arises that prevents the safe flight of the aircraft sent to carry out this charter flight, that an aircraft of comparable size and quality can and will be dispatched and arrive at the airport at which the team is stranded within three hours after the determination is made that the original aircraft will be unable to continue the trip.
Teams will usually depart Tallahassee the day before the game and return the evening of game day but may depart and return the day of the game. FSU will provide team schedules for each sport when officially published. The following rates shall apply exclusive of any fuel surcharge or additional charge that is included in this proposal. These rates shall be effective for the year provided (2016). If the contract is renewed, the University shall request new proposed rates from the Carrier in writing. If the rates are acceptable, then the renewal documents will be initiated. FSU retains the right to fly on all or any selection of the listed flights.

Please provide an example of the calculation of any fuel surcharges that may apply.

Fuel Base Rate: ____________________

If destination city’s airport will not accommodate the proposed aircraft, please specify the nearest available airport that will accommodate the proposed aircraft

The contract will also contain a provision for the selected carrier to transport FSU athletic teams to tournaments outside the athletic teams’ regular season. Pricing for tournament game(s) will be negotiated between the parties.

Please provide a separate bid for a 30 passenger jet engine and a 50 passenger plane.

Below is the listed flight needed. Departure and Return times will be determined once an award is made.

*All flights will originate from Tallahassee, FL and return to Tallahassee, FL.*

**Flight**

**Depart:** Tallahassee, FL (September 1st) to San Juan Puerto Rico, arrive somewhere btw. 4 and 6 pm.  
**Return:** San Juan, Puerto Rico (September 5th) to Tallahassee, FL arrive early as possible.
THIS CONTRACT (“Contract”) is made as of the Effective Date by and between Florida State University Board of Trustees, a public body corporate of the State of Florida, acting for and on behalf of Florida State University, whose address is 222 S. Copeland Avenue, Westcott Building – Suite 211, Tallahassee, Florida 32306-1480 (hereinafter “FSU”) and Contractor Name (hereinafter “Contractor”), a xxxxx authorized to do business in the State of Florida, whose address is xxxxx. Any addenda underlying this Contract are attached hereto and are incorporated in their entirety by reference herein.

Recitals:

WHEREAS, FSU and Contractor seek to enter into this Contract for the provision of services by Contractor to FSU on the terms and conditions set forth herein and as described in ITB XXX-A.

NOW THEREFORE, in consideration of the premises, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, FSU and Contractor agree as follows:

1. Effective Date. The Contract shall be effective on the date signed by both FSU and Contractor (the “Effective Date”).

Scope of Services. Contractor shall be responsible for providing charter air service for the Florida State University Athletic Team for the 2016 season as prescribed below for a xx passenger plane, to include necessary payload for safe air travel and food and drinks (non-alcoholic) for all passengers.

Trip 1:

Trip 2:

Trip 3:

2. Expiration and Renewal. The initial term of this Contract shall expire upon: 1) completion of the Services as specified herein.

3. Compensation Payment by the State of Florida for services shall be made only after receipt of services. The University has in the past used a purchase order in lieu of down payment. If any prepayment is requested or required the payment cannot be made earlier than 30-days prior to the date of each individual trip. Any prepayment funds shall go into an escrow account.

(a) Fees. FSU will pay Contractor on a time as prescribed by ITB XXX-A for a total amount of $XXX but does not include any added fuel cost that may be incurred during the flight. Any additional fuel cost will be charged at cost after the flight has been operated.

(b) Invoicing and Payment. All invoices shall include FSU’s Purchase Order (PO) number. At no time is a Contractor authorized to submit a PO invoice directly to an individual or the ordering department. Except where stipulated otherwise on the PO, address all invoices to:

Florida State University
UCA 5607 University Center
Tallahassee, FL 32306-2391
(c) **Payment Terms & Interest.** The Parties agree that in accordance with Section 215.422, Florida Statutes, FSU shall pay Contractor, interest at a rate as established by Section 55.03(1), Florida Statutes, on the unpaid balance, if a warrant in payment of an invoice is not issued within forty (40) days after receipt of a correct invoice and receipt, inspection, and approval of the services. Interest payments of less than one dollar ($1) will not be enforced unless Contractor requests payment. To obtain the applicable interest rate, please contact the University Controller’s Payables and Disbursements Section at (850) 644-5021.

4. **False Claims.** The Contractor represents and agrees that information submitted in support of its requests for payment is the basis of payment and is true and accurate to the best of knowledge of the responsible signatory. A violation of this provision shall subject the violator to the provisions of Sec. 68.082, F.S., pertaining to false claims against the State, and/or Sec. 837.06, F.S., pertaining to false official statements.

5. **Payment Contingent on Appropriation.** This paragraph applies if this Contract expires in a fiscal year subsequent to the fiscal year in which the Contract is entered. The State of Florida's fiscal year comprises July 1 through June 30. FSU’s performance and obligation to pay under this Contract is contingent upon an annual appropriation by the Legislature. If the Legislature fails to make the necessary appropriation, FSU will determine if there are other unencumbered funds which are available and which can be lawfully expended to pay for FSU’s obligations hereunder. If FSU determines that there are no such funds, FSU shall promptly notify Contractor. The giving of notice shall be deemed to have cancelled this Contract by mutual consent, with the date of notice being the date of cancellation.

6. **Mandatory Reserve.** In the event that the Florida State Governor and Cabinet are required to impose a mandatory reserve on appropriations, FSU shall amend this Contract to place in reserve the amount determined by FSU to be necessary because of the mandatory reserve. Such amendments may provide for adjustments in the deliverable products and services as may be necessary.

7. **Restrictions on Use of Funds.** Pursuant to Sec. 216.347, F.S., no funds awarded under this contract may be used for the purpose of lobbying the Legislature, the judicial branch, or a State agency.

8. **Termination of Contract.** In the event this trip is cancelled by the Charterer for any reason other than a force majeure event as defined in paragraph 28 of this Agreement, the Charterer is responsible for and agrees to reimburse Carrier for all costs incurred in preparation for this trip. Such costs may include, but are not limited to, any prepaid items, such as foreign permits, handling fees, hotel reservations, airline tickets, catering and ground transportation. In addition to these variable costs, the following cancellation fees will apply in the event of cancellation for any reason other than a force majeure event:

   (a) Cancellation of the charter flight(s) after signed contract date but not less than 55 days prior to scheduled departure date for such flight., the cancellation charge shall be 25% of the total charter price for said flight(s)

   (b) Cancellation of the charter flight(s) less than 55 days but not less than 20 days prior to scheduled departure date for such flight., the cancellation charge shall be 50% of the total charter price for said flight(s)

   (c) Cancellation of the charter flight(s) less than 20 days but not less than 7 days prior to scheduled departure date for such flight., the cancellation charge shall be 75% of the total charter price for said flight(s)

   (d) Cancellation of the charter flight(s) less than 7 days prior to scheduled departure date for such flight., the cancellation charge shall be 100% of the total charter price for said flight(s)

9. **Contract Managers.** The Contract Managers for FSU and Contractor shall be:
10. **Coordination with Contract Manager.** Contractor shall coordinate with and assist FSU’s Contract Manager in the performance of the latter’s responsibilities, which include without limitation:

   (a) Monitoring the activities of Contractor.

   (b) Receiving and reviewing the reports of Contractor to determine whether the objectives of the Contract are being accomplished.

   (c) Receiving and reviewing the invoices for payment of funds to assure that the requirements of the Contract have been met and that payment is appropriate.

   (d) Evaluating the process used by Contractor to monitor the activities of any subcontractor or assignee, if any.

   (e) Establishing the right for the Contract Manager to directly access subcontractors and assignees, if any, as the Contract Manager deems necessary.

11. **Notice.** Notice pursuant to this Contract shall be sufficient if given in writing, mailed or delivered so as to be received in the ordinary course of business by the Contract Manager for the recipient party at the address set forth above, with a copy thereof furnished by email to the recipient’s email address set forth above.

12. **Dispute Resolution.** Any dispute concerning performance of the Contract shall be decided by FSU’s designated Contract Manager, who shall reduce the decision to writing and serve a copy on the Contractor. The decision shall be final and conclusive unless within ten (10) days from the date of receipt, the Contractor files with FSU a petition for administrative hearing. FSU’s decision on the petition shall be final, subject to the Contractor’s right to review pursuant to Florida Board of Governors Regulations. Exhaustion of administrative remedies is an absolute condition precedent to the Contractor’s ability to pursue any other form of dispute resolution; provided, however, that the parties may employ the alternative dispute resolution procedures outlined in Chapter 120. Without limiting the foregoing, the exclusive venue of any legal or equitable action that arises out of or relates to the Contract shall be the appropriate court in Leon County, Florida; in any such action, Florida law shall apply. Each party shall be liable for its own costs and fees, including attorney’s fees.

13. **Insurance.** Contractor and Contractor’s subcontractors shall have and maintain types and amounts of insurance that at a minimum cover their exposure in performing this Contract. FSU is self-insured, and will provide its Certificate of Insurance upon request; FSU is not required to obtain additional insurance for this Contract. Providing and maintaining adequate insurance coverage is a material obligation of the Contractor. Upon request, the Contractor shall provide a certificate of insurance. The limits of coverage under each policy maintained by the Contractor shall not be interpreted as limiting the Contractor’s liability and obligations under this Contract. All insurance policies shall be through insurers authorized to be eligible to write policies in Florida. Contractor shall comply with specific FSU insurance provisions as prescribed at [http://procurement.fsu.edu/InsuranceProvisions](http://procurement.fsu.edu/InsuranceProvisions) unless stipulated otherwise within the PO or Contract.
14. **Indemnification.** Contractor agrees to indemnify and hold free and harmless, and defend the University, the Florida State University Board of Trustees, Florida State University Officers, employees and agents from and against any and all actions, claims, liabilities, assertions of liability, losses, costs and expenses, which in any manner directly or indirectly may arise or be alleged to have arisen, or resulted or alleged to have resulted from bodily injury or property damage or any infringement of third party intellectual property rights caused by Contractor or its officers, employees, agents and contractors, in connection with this Contract. Notwithstanding the foregoing, Contractor and its present and former partners, principals and employees shall not be liable for any special, consequential, incidental, exemplary damages or loss (or any profits, taxes, interest, tax penalties, savings or business opportunity) or any loss, damage, or liability arising from the negligence or willful misconduct of FSU.

15. **Copyright, Patents and Royalties.** The Contractor, without exception, shall indemnify and save harmless FSU and its employees from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of this Contract, including its use by FSU. If the Contractor uses any design, device, or materials covered by letters, patent, trademark, copyright or other intellectual property right or other right, it is mutually agreed and understood without exception that the Contract pricing shall include all royalties or cost arising from the use of such design, device or materials in any way involved in the work. Contractor also shall indemnify and hold harmless FSU and the FSU Board of Trustees and FSU’s officers, employees, agents and/or servants from and against any and all liabilities, actions, damages, suits, proceedings and judgments from claims instituted or recovered against FSU by any person or persons whomsoever on account of FSU’s use or sale of such article in violation of rights under such patent, copyright, trademark, other intellectual property right or other right.

16. **Public Records Access.** FSU may immediately cancel this Contract in the event Contractor refuses reasonable public access to all documents, papers, letters, or other materials made or received by Contractor in conjunction with this Contract, unless the reports are exempt from Section 24(e) of Article I of the Florida Constitution or Section 119.07(1), Florida Statutes.

17. **Public Records, Contract for Services.** To the extent that Contractor meets the definition of “Contractor” under Section 119.0701, Florida Statutes, in addition to other contract requirements provided by law, Contractor must comply with public records laws, including the following provisions of Section 119.0701, Florida Statutes:

(a) Keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the service.

(b) Provide the public with access to public records on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

(c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law, regulation, or accounting oversight body.

(d) Meet all requirements for retaining public records and transfer, at no cost to the public agency all public records in possession of the Contractor upon termination of the contract and destroy any duplicate public records disclosure requirements. All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems of the public agency.

If Contractor does not comply with a public records request, FSU shall enforce the contract provisions in accordance with the contract.
18. **Equal Opportunity.** Contractor must at all times during the term of the contract be in compliance with all federal, state and local laws, rules and regulations relating to the nondiscrimination clause contained in Section 202, Executive Order 11246, as amended by Executive Order 11375, relative to Equal Employment Opportunity for all persons without race, creed, color, sex, religion, national origin, age, disability, veterans’ or marital status, sexual orientation, gender identity, gender expression, or any other protected group status and the implementing rules and regulations prescribed by the Secretary of Labor are incorporated herein. The applicable sections, rules and regulations referenced above are hereby incorporated into the terms and conditions of this Contract.

This Contractor and subcontractor shall abide by the requirements of 41 CFR §§ 60-1.4(a), (or for construction contractors, 41 CFR § 60-4.3(a)), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability.

19. **Confidentiality of Information, Non-Disclosure.** Each party acknowledges that its employees may, in the performance of the Contract come into the possession of proprietary or confidential information owned by or in the possession of the other. Neither party will use any such information for its own benefit or make such information available to any person, firm, corporation, or other organizations, whether or not directly or indirectly affiliated with either party unless required by law, regulation, or accounting oversight body. If Contractor is exposed to FSU’s confidential information, Contractor will keep such information confidential and will act in accordance with any guidelines and applicable laws (such as FERPA and the Gramm-Leach Bliley Act). Confidential information shall not include information that is public record pursuant to Florida law (Florida Statutes Chapter 119), and FSU will respond to public records requests without any duty to give Contractor prior notice. This provision shall survive termination of the Contract. If Contractor is providing software, FSU may create and return a copy of the software and related documentation for back up and disaster recovery purposes, and for archival purposes for use after the Contract is terminated or expires.

20. **Marks, Names, Logos, Designations.** The Contractor is not authorized to use the names, symbols, emblems, designs, colors, uniforms, logos, designations and other proprietary marks of FSU in connection with advertising, merchandising, promotion and sale of products or services without the prior written approval FSU’s Office of Trademark and Licensing. Should Contractor desire to pursue the opportunity to advertise, Contractor should contact Office of University Trademark Licensing at 225 University Center, Suite C-5100, Tallahassee, FL 32306-2710; Telephone: 850-644-3141. For more information, visit: [http://visualsystem.fsu.edu](http://visualsystem.fsu.edu). For more information regarding use of the certain university emblems and logos, contact Seminole Boosters at 850-644-3484.

21. **Independent Audit.** FSU will have the right, at FSU’s sole cost, to audit Contractor’s fee and expense information and work product materials (“Records”) using its personnel pertaining to the Contract for the preceding 12 month period. Such audit will be completed by FSU or its representatives at Contractor’s office, on reasonable advance notice, and on dates and times mutually agreed to by the parties and not more than once annually. If the audit reveals Contractor owes FSU money, Contractor will pay the amount due within thirty (30) days of the date we notify Contractor of the audit results. If the audit reveals FSU owes Contractor money, FSU will pay Contractor within thirty (30) days of the date the audit is complete.

22. **Prohibition of Unauthorized Use of Data.** Contractor agrees to hold data in strict confidence. Contractor shall not use or disclose data received from or on behalf of Florida State University except as required by law, regulation, accounting oversight body, or as otherwise authorized in writing by FSU. Similarly, Contractor agrees that any and all data exchanged shall be used expressly and solely for the
purposes enumerated in the Contract. Data shall not be distributed, repurposed or shared across other applications, environments, or business units of Contractor, or passed to other vendors or interested parties except on a case-by-case basis as specifically agreed to in writing by FSU.

23. **Security Standards.** Contractor agrees that it shall protect the data it receives from or on behalf of FSU at all times. Contractor shall comply with all applicable laws that require the notification of individuals in the event of unauthorized release of personally-identifiable information, or any other event requiring such notification (“Notification Event”). FSU may, in its sole discretion, choose to provide notice to any or all parties affected by a Network or Data Breach, but Contractor shall reimburse FSU for the cost of providing such notification. Contractor further agrees to provide, or to reimburse FSU for its costs in providing, any credit monitoring or similar services that are necessary as a result of any Network or Data Breach.

24. **Conflict of Interest.** Contractor certifies that (i) no relationship, whether by blood, marriage, business association, capital funding agreement or by any other such kinship or connection exists between its corporation other than the relationships which have been previously disclosed to FSU in writing and (ii) Contractor has not been an employee of any component institution of FSU within the immediate twelve (12) months. Any violation of this conflict of interest policy will result in immediate cancellation of this Agreement in addition to a potential debarment of Contractor from doing business with FSU.

25. **Non-Agency Contractor.** If Contractor is not an agency of the State of Florida, Contractor guarantees that no individual shall render service under this Contract who is also being paid in any capacity by the State of Florida, except the service of such an individual may be utilized when Contractor can clearly establish that such service is being rendered at such times and locations as to be apart from all obligations of said individual to the State.

26. **Tax.** FSU is exempt from State sales and use tax.

27. **Non-Solicitation.** During the term of this Contract and for a period of (insert non-Solicitation Period) following the termination of this Contract, Contractor agrees not to hire or attempt to hire any employee, Contractor, Sub-Contractor or other agent of FSU and ii) FSU agrees not to hire any Contractor personnel furnished by Contractor hereunder, without express written consent of the Contractor.

28. **Force Majeure.** No default, delay, or failure to perform on the part of Contractor or FSU shall be considered a default, delay or failure to perform otherwise chargeable hereunder, if such default, delay or failure to perform is due to causes beyond either party’s reasonable control including, but not limited to: strikes, lockouts, or inactions of governmental authorities, epidemics, war, embargoes, fire, earthquake, acts of God, or default of common carrier. In the event of such default, delay or failure to perform, any date or times by which either party is otherwise scheduled to perform shall be extended automatically for a period of time equal in duration to the time lost by reason of the excused default, delay or failure to perform.

29. **Survival.** All obligations of the parties under the terms of this Contract as of the date of termination shall survive such termination.

30. **Discrepancy of Contract terms.** Should any terms or condition of this Contract or application thereof to any person or circumstance be held invalid, such invalidity shall not affect other terms, conditions, or applications of the agreement which can be given effect without the invalid term, condition or application; to this end the terms and conditions of this Contract are declared severable.

31. **Assignment.** Contractor may not assign or subcontract all or any portion of this Contract without the advance written consent of FSU.

32. **Modification of Contract.** This Contract may not be modified unless in writing signed by FSU and Contractor.
33. **Contract Construction.** FSU and Contractor waive application of the principle of contract construction that ambiguities are to be construed against a contract’s drafter, and agree that this Contract is their joint product.

34. **Headings.** The headings throughout the Contract and Addendum(s) are for reference only and are not given legal effect.

35. **Waiver.** Failure of any party to timely enforce any of the terms or provisions of the Contract shall not constitute a waiver of any such terms or provisions in the future; such terms and/or provisions shall continue in full force and effect.

36. **Severability.** If any provision of the Contract and Addendum(s) is declared unenforceable or invalid, the remaining provisions will remain in force.

37. **Governing Law and Venue.** The Contract shall be governed by the laws of the State of Florida, and venue for purposes of any action brought to enforce or construe the Contract shall lie in Leon County, Florida.

38. **Attorney Review.** FSU and Contractor acknowledge that they have had their respective attorneys review and approve this Contract or that they have had the opportunity to do so.

39. **Entire Contract.** This Contract as amended, its Attachments represent the entire contract between the parties, and supersede any and all prior agreements, negotiations and proposals, written or oral, relating to the subject matter. In the case of dispute or ambiguity arising between or among the documents, the order of precedence of document interpretation is the same as noted above.

IN WITNESS WHEREOF, the parties hereto have executed this Contract as of the date first set forth above.

FSU:

THE FLORIDA STATE UNIVERSITY BOARD OF TRUSTEES, a public body corporate, acting for and on behalf of THE FLORIDA STATE UNIVERSITY

Signature: ______________________________  Signature: ______________________________

Name: _________________________________  Name: _________________________________

Title: _________________________________  Title: _________________________________

Date: _________________________________  Date: _________________________________

CONTRACTOR:

CONTRACTOR NAME

Signature: ______________________________

Name: _________________________________

Title: _________________________________

Date: _________________________________