

CONTRACT FOR SERVICES

By and Between:

and

FLORIDA GULF COAST UNIVERSITY
10501 FGCU Blvd South
Fort Myers, FL 33965-6565
ACTING FOR AND ON BEHALF OF,
THE BOARD OF TRUSTEES

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This contract is entered into by FLORIDA GULF COAST UNIVERSITY, for and on behalf of the Board of Trustees, a public corporation of the State of Florida, hereinafter referred to as "UNIVERSITY" and \_\_\_\_\_, a Florida corporation, or a \_\_\_\_\_(name of state)\_\_\_\_\_ corporation, registered and authorized to do business in the State of Florida, hereinafter referred to as "CONTRACTOR". The Request for Proposal (RFP) and/or Invitation to Bid (ITB), if any, and the Purchase Order as well as CONTRACTOR'S Bid/Proposal underlying this CONTRACT are attached hereto and are incorporated in their entirety by reference herein. The CONTRACTOR'S Bid/Proposal Number is: \_\_\_\_\_, Titled: \_\_\_\_\_.

**WHEREAS**, The University is desirous of establishing an agreement for the provision of \_\_\_\_\_ with \_\_\_\_\_.

**NOW THEREFORE**, in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

## **I. TERMS:**

CONTRACTOR shall commence performance of the conditions of this CONTRACT on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, and shall complete performance of this CONTRACT to the satisfaction of UNIVERSITY no later than the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_. If contemplated, by the RFP/ITB, this CONTRACT may be renewed pursuant to the costs and terms contained in the incorporated Request for Proposal and/or Invitation to Bid and CONTRACTOR'S Proposal for a period no longer than the term of the original contract, contingent upon satisfactory performance evaluation of CONTRACTOR by the UNIVERSITY and subject to availability of funds by the UNIVERSITY.

## **II. ACCOUNTING:**

CONTRACTOR and UNIVERSITY shall keep accurate records as to performance of all services required pursuant to this CONTRACT, and of all transactions relating to this CONTRACT.

## **III. PERFORMANCE:**

CONTRACTOR and UNIVERSITY shall perform all services and furnish all labor at their risk, assuming full responsibility for completion of the services and providing the deliverables required for the amount stated in Section VI. Unless it is detailed and stated below in Section V., no compensation will be provided for additional reimbursable expenses.

## **IV. PAYMENT:**

Pursuant to Section 215.422(3)(B), Florida Statutes, UNIVERSITY shall mail to CONTRACTOR payment within forty (40) days after receipt of an acceptable invoice and receipt, inspection, and approval of the goods and/or services provided in accordance with the terms and conditions of this CONTRACT. UNIVERSITY may make partial payments to the CONTRACTOR upon partial delivery of services, upon request by the CONTRACTOR and approval by the UNIVERSITY, providing fees or other compensation for services or expenses, hourly or daily rates or units of deliverables are clearly identified in Section V, PRICE AND DELIVERY. Units of deliverables shall include, but not be limited to, reports, findings, and drafts, where applicable, that must be received and accepted in writing by the UNIVERSITY prior to payment. Invoices for fees or other compensation for services or expenses shall be submitted in detail sufficient for proper pre-audit and post-audit reviews. Failure by the UNIVERSITY to make such payment within forty (40) days shall result in the UNIVERSITY paying interest at a rate of one percent (1%) per month calculated on a daily basis on the unpaid balance. Interest payments shall be mailed within fifteen (15) days after they become due. In the case of an error on the part of CONTRACTOR or UNIVERSITY, the forty (40) day period shall begin to run upon receipt by UNIVERSITY of a corrected invoice or other remedy of the error. A Vendor Ombudsman in the Department of Banking and Finance is available to assist the CONTRACTOR if problems are experienced in obtaining timely payments. The Vendor Ombudsman may be contacted at (904) 488-2924 or by calling the State Comptroller's Hotline, 1-800-848-3792.

**V. TRAVEL AND REIMBURSABLE EXPENSES:**

- A. Will there be additional travel related, supply, or service related reimbursements?  
 \_\_\_ Yes; \_\_\_ No. If yes, please detail these expenses below:

\_\_\_\_\_

\_\_\_\_\_

- B. Invoices for any travel expenses must be submitted in accordance with Section 112.061, Florida Statutes. No travel expense may be paid to any individual in excess of the amount permitted by Section 112.061, Florida Statutes. Any expenses in excess of the amounts prescribed by law shall be borne by CONTRACTOR.

**VI. PRICE AND DELIVERY:**

- A. CONTRACTOR shall provide the following services [Give comprehensive description, including identifying deliverables; if partial payments will be requested, provide detailed criteria upon; which payments may be based (i.e., hourly or daily rates, prices of deliverables)]:

If applicable:

| <u>Deliverable Item</u> | <u>Delivery Date</u> | <u>Price</u> |
|-------------------------|----------------------|--------------|
|-------------------------|----------------------|--------------|

- B. The total price for the above-described services is: \$ \_\_\_\_\_.

**VII. AVAILABILITY OF FUNDS:**

The State of Florida's performance and obligation to pay under this contract is contingent upon an annual appropriation by the Legislature.

**VIII. DEFAULT:**

The failure of either party to this CONTRACT to comply with any provisions of this CONTRACT shall place that party in default. Prior to terminating this CONTRACT, the non-defaulting party shall notify the defaulting party in writing, stating the provision or provisions that give rise to the default. The defaulting party shall be entitled to a period of thirty (30) days from the receipt of the Notice of Default to cure the default. In the event said default is not timely cured, the non-defaulting party may immediately terminate this CONTRACT by written notice. The failure of either party to exercise this right shall not be construed as a waiver of such right in the event of further default or non-compliance.

**IX. UNILATERAL CANCELLATION:**

This CONTRACT may be unilaterally canceled by UNIVERSITY for refusal by CONTRACTOR to allow public access to all documents, papers, letters or other materials subject to the provisions of Chapter 119, Florida Statutes, and made or received by CONTRACTOR in conjunction with this CONTRACT.

**X. GOVERNING LAWS:**

This CONTRACT is subject to the laws of the State of Florida and the rules and regulations of the Board of Regents and UNIVERSITY, and any provisions herein, in conflict therewith, shall be void and of no effect.

**XI. SEVERABILITY:**

In the event any provision of this CONTRACT shall be held invalid or unenforceable by any court of competent jurisdiction, or by an administrative hearing officer in accordance with Chapter 120, Florida Statutes, such holding shall not invalidate or render unenforceable any other provision hereof.

**XII. INDEPENDENT CONTRACTOR:**

It is understood and agreed that nothing contained herein is intended or should be construed as in any way making CONTRACTOR the agent or representative of UNIVERSITY for any purposes in any manner whatsoever. CONTRACTOR is, and shall remain an independent with respect to all services performed under this CONTRACT.

**XIII. GOVERNMENT REGULATIONS:**

To the extent applicable, CONTRACTOR agrees that it will comply with:

- A. Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. 2000d et seq., which prohibits discrimination on the basis of race, color or national origin in programs and activities receiving or benefiting from federal financial assistance.
- B. Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. 794, which prohibits discrimination on the basis of handicap in programs and activities receiving or benefiting from federal financial assistance.

- C. Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. 1681 et seq., which prohibits discrimination on the basis of sex in education programs and activities receiving or benefiting from federal financial assistance.
- D. The Age Discrimination Act of 1975, as amended, 42 U.S.C. 6101 et seq., which prohibits discrimination on the basis of age in programs or activities receiving or benefiting from federal financial assistance.
- E. The Omnibus Budget Reconciliation Act of 1981, P.L. 97-35, which prohibits discrimination on the basis of sex and religion in programs and activities receiving or benefiting from federal financial assistance.
- F. Executive Order 11246 of September 24, 1965 as amended, and of the rules, regulations, and relevant orders of the Secretary of Labor, which prohibit discrimination in government employment on the basis of race, creed, color or national origin.
- G. The Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, 38 U.S.C. 219 et seq. covering rehabilitation measures for Vietnam Veterans.
- H. Section 413.036 of the Florida Statutes, which provides for the procurement of services from a qualified nonprofit agency for the blind or for the other severely handicapped.
- I. Chapter 760, Florida Statutes, which prohibits discrimination on the basis of race, color, religion, sex, national origin, age, handicap, or marital status.
- J. All regulations, guidelines, and standards as are now or may be lawfully adopted under the above statutes.

**XIV. ASSIGNMENT:**

CONTRACTOR shall not assign (by operation of law, change of control or otherwise) any part of this CONTRACT without the prior written consent of UNIVERSITY.

**XV. FORCE MAJEURE:**

No default, delay, or failure to perform on the part of CONTRACTOR or UNIVERSITY 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.

**XVI. VENUE:**

This CONTRACT and any disputes hereunder, shall be construed in accordance with the laws of the State of Florida and enforced in the courts of the State of Florida. CONTRACTOR and UNIVERSITY hereby agree that venue shall be in Lee County, Florida.

**XVII. CAPTIONS:**

Captions may be inserted only as a matter of convenience and for reference, and in no way define, limit, nor describe the scope of this CONTRACT, nor the intent or content of any provisions contained herein.

**XVIII. ENTIRE AGREEMENT:**

This CONTRACT constitutes the entire agreement between the parties, and no addition, modification or amendment hereto shall be effective unless in writing and executed by the parties hereto.

**XIX. PUBLIC ENTITY CRIME:**

A person or vendor who has been placed on the convicted vendor list by the Department of Management Services, State of Florida, may not submit a bid to provide any goods or services, submit a bid for construction or repair of a building, submit a bid for leases of real property or be awarded or perform work as a contractor, supplier, subcontractor or consultant to Florida Gulf Coast University for a period of 36 months from the date of being placed on the convicted vendor list.

**X. LOBBYING:**

CONTRACTOR is prohibited from using funds provided under this CONTRACT 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.

**XXI. NOTICES:**

All notices and all other matters pertaining to this agreement requiring delivery to a party shall be in writing, shall be hand delivered, or sent by registered or certified U.S. Mail, return receipt requested, and shall be deemed to have been duly given when received by the addressees at the following addresses.

Mrs. Daphyne Sesco  
Director of Purchasing  
Florida Gulf Coast University  
10501 FGCU Blvd South  
Fort Myers, Florida 33965-6565

and

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**XXII. DISCLAIMER:**

This CONTRACT is not binding upon the State of Florida, the Board of Regents, or FLORIDA GULF COAST UNIVERSITY until it has been signed by the President of FLORIDA GULF COAST UNIVERSITY, or by a person with a specific delegation of authority to sign on the President's behalf.

**XXIII. RECEIPT:**

CONTRACTOR hereby acknowledges receipt of a copy of this CONTRACT.

This CONTRACT must be signed by all parties and dated before service (as stated in paragraph I) begins, or a letter of justification must accompany this CONTRACT. CONTRACTOR hereby certifies

that it and its Directors and/or Principal Officers are not employed and/or affiliated with FLORIDA GULF COAST UNIVERSITY, unless a current conflict of interest form or dual compensation form is approved and on file.

Executed this \_\_\_ day of \_\_\_\_\_, 20\_\_

Executed this \_\_\_ day of \_\_\_\_\_, 20\_\_

**CONTRACTOR:**

**BY THE PRESIDENT OR DESIGNEE  
ON BEHALF OF THE FLORIDA GULF  
COAST UNIVERSITY BOARD OF  
TRUSTEES**

\_\_\_\_\_

By: \_\_\_\_\_  
[Signature]

By: \_\_\_\_\_  
[Signature]

\_\_\_\_\_  
[Printed/Typed Name and Title of Signor]

\_\_\_\_\_  
[Printed/Typed Name and Title of Signor]

WITNESS:

WITNESS:

\_\_\_\_\_  
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