

**THE FLORIDA STATE UNIVERSITY BOARD OF TRUSTEES
AND JOHN S. JAMES CO.**

CUSTOMS BROKERAGE & FREIGHT FORWARDING CONTRACT

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 **John S. James Co.** (hereinafter “Contractor”), authorized to do business in the State of Florida, whose address is 4777 Aviation Pkwy Suite A, Atlanta, GA 20249. 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.

WHEREAS, Contractor was selected by a competitive solicitation process, which was led by Florida State University (FSU), to furnish Customs Brokerage & Freight Forwarding services (the “services”) on an opt in basis to participating universities and colleges (individually, a "Participating Entity") on the terms and conditions set forth per Invitation to Negotiate (ITN) 6091-3 herein incorporated by reference.

WHEREAS, All higher educational entities are considered "Eligible Users." This specifically includes all State University System of Florida Universities, public universities, and state and community colleges. Such entities may individually elect to receive the benefits of the Contract and may do so by entering into a separate "Participant Agreement" (Attachment A) with Contractor, thereby becoming Participants to the Agreement. Contractor has no obligation to provide the services to a Participating Entity until Participating Entity signs the Participant Agreement. The Participation Agreement will detail any specific Participant ordering, delivery, invoicing or payment requirements, as well as incentives and pricing for the specific Participant. Appropriate governmental and educational entities' purchasing laws, rules, and regulations shall apply to purchases made by each Participant under this Contract and its Participant Agreement.

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, Term and Renewal.** The Contract shall be effective on the date signed by both FSU and Contractor (the “Effective Date”). The contract’s initial term is from the Effective Date for five (5) years unless terminated earlier as provided in this contract. In no event is this contract binding on FSU unless FSU’s authorized representative has signed it. FSU may renew this contract under its then-existing terms and conditions for up to five (5) additional one-year terms.
2. **Scope of Services.** Contractor shall be responsible for providing the services outlined in the attached response to the request for best-and-final-offer (the “BAFO”) dated February 7, 2020.
3. **Compensation.** In consideration of the timely and satisfactory performance of services in accordance with this Contract, FSU agrees to make payment to Contractor as follows:
 - (a) **Fees.** FSU will pay Contractor at the rates established in the BAFO.
 - (b) **Invoicing and Payment.** All invoices shall include FSU’s Purchase Order (PO) number, correct remit address, description of goods/services provided (with amount), and total invoice amount. 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:

Mail: Florida State University
Accounts Payable
UCA 5607 University Center
Tallahassee, FL 32306-2391

Email: CTL-Invoices@fsu.edu

- (c) **Payment Terms & Interest.** FSU will pay Contractor within forty (40) days of receipt of the invoice or services performed, whichever is later, excluding duty and other fees due to the government sooner. 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.** This Contract may be terminated: 1) by mutual consent of FSU and Contractor; or 2) upon thirty (30) days’ written notice by either FSU or Contractor with or without cause; or 3) unilaterally by FSU for cause, including without limitation, Contractor’s refusal to allow access by members of the public to all documents, papers, letters and materials made or received in conjunction with the Contract that are subject to Chapter 119, F.S., and are not exempt from public inspection by Sec. 119.07(3), F.S., or by other provisions of general or special law.
- 9. **Contract Managers.** The Contract Managers for FSU and Contractor shall be:

<p>For FSU:</p> <p>Mitchell Jermyn Strategic Category Manager Florida State University A1400 University Center Tallahassee, FL 32306</p> <p>Telephone: (850) 644-9730 Email: mjermyn@fsu.edu</p>	<p>For Contractor:</p> <p>Yvonne Turner, LCB, CCS Office Manager John S. James Co. 4777 Aviation Pkwy Suite A Atlanta, GA 30349</p> <p>Telephone: (470) 312-2538 Email: Yvonne.turner@johnsjames.com</p>
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- 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> unless stipulated otherwise within the PO or Contract.
 14. **Indemnification.** Each party agrees to be solely responsible for the negligent or wrongful acts of its employees, agents and representatives arising out of that party's respective tasks and duties that are the subject of the Contract and Addendum. This recognition by the parties is intended to be consistent with the State's waiver of sovereign immunity pursuant to Section 768.28, Florida Statutes and the Florida Supreme Court's decision in Florida Department of Natural Resources v. Garcia, 753 So.2d 72, 77-78(Fla. 2000), and does not alter such waiver, waive any lawful defense, or extend liability of either party beyond the provisions established in Section 768.28, Florida Statutes.
 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.** **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS**

RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: (850) 644-4440, Office of General Counsel, Florida State University, 222 South Copeland Street, Suite 424, Westcott Building, Tallahassee, FL 32306-1400.

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.** Florida State University is an equal opportunity employer and federal contractor or subcontractor. Consequently, the parties agree that, as applicable, they will abide by the requirements of 41 CFR 60-1.4(a), 41 CFR 60-300.5(a) and 41 CFR 60-741.5(a) and that these laws are incorporated herein by reference. 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, sexual orientation, gender identity or national origin. 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, sexual orientation, gender identity, national origin, protected veteran status, or physical or mental disability. The parties also agree that, as applicable, they will abide by the requirements of Executive Order 13496 (29 CFR Part 471, Appendix A to Subpart A), relating to the notice of employee rights under federal labor laws.
- 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 the Office of University Trademark Licensing at 225 University Center, Suite C-5100, Tallahassee, FL 32306-2710; Telephone: 850-644-3141. For

more information, visit: licensing.fsu.edu. For more information regarding use of the certain university emblems and logos, contact the Office of University Trademark Licensing at 850-644-3141 or visit licensing.fsu.edu.

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. 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. 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. **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.
23. **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.
24. **Independent Contractor Status.** Contractor is an independent contractor and this Agreement does not form a joint venture or partnership. FSU will not be responsible for the Federal Insurance Contribution Act (FICA) payments, federal or state unemployment taxes, income tax withholding, Workers Compensation Insurance payments, or any other insurance payments, nor will FSU furnish any medical or retirement benefits or any paid vacation or sick leave. Contractor is responsible for conduct of business operation, including employee salaries, travel, etc.
25. **Tax.** FSU is exempt from State sales and use tax.
26. **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.
27. **Emergency Support.** It is hereby made a part of this Contract that before, during and after a public emergency, disaster, hurricane, flood, or other acts of God, that Florida State University (FSU) and the State University System (SUS) shall be provided goods and services on a first priority basis. It is vital and imperative that the students, faculty and staff are protected from any emergency, which threatens public health and safety.

Awarded Contractor agrees to provide, rent, sell, lease all goods and services required by Florida State University and the State University System (SUS) on a first priority basis. FSU and the SUS expects to pay a fair and reasonable price for all goods and services in the event of a disaster, emergency, or hurricane, if not otherwise listed in your proposal. Awarded Contractor shall furnish a twenty-four (24) hour phone number in the event of such an emergency.

28. **Survival.** All obligations of the parties under the terms of this Contract as of the date of termination shall survive such termination.
29. **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.
30. **Assignment.** Contractor may not assign or subcontract all or any portion of this Contract without the advance written consent of FSU.

- 31. **Modification of Contract.** This Contract may not be modified unless in writing signed by FSU and Contractor.
- 32. **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.
- 33. **Headings.** The headings throughout the Contract and Addendum(s) are for reference only and are not given legal effect.
- 34. **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.
- 35. **Severability.** If any provision of the Contract and Addendum(s) is declared unenforceable or invalid, the remaining provisions will remain in force.
- 36. **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.
- 37. **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.
- 38. **Conflict with Purchase Order.** Both Parties acknowledge that FSU may use preprinted purchase orders or other formats as it deems fit. The Parties agree that, in the event of conflict between the text of an order and this Contract, the terms and conditions of this Contract will prevail. No additional or different terms contained in any quotation, offer or acknowledgment or other document issued by Contractor will be of any force or effect.
- 39. **Entire Contract.** This Contract as amended, its Attachments, the BAFO, and FSU ITN 6091-3 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 with the exception of the attached addendum. 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 below above.

FSU:

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

DocuSigned by:
 Signature: Rosey Murton
 Name: Rosey Murton
 Title: Chief Procurement Officer
 Date: 4/3/2020 | 2:08 PM EDT

CONTRACTOR:

JOHN S. JAMES CO.

DocuSigned by:
 Signature: Jill James
 Name: Jill James
 Title: Chief Operating Officer
 Date: 4/3/2020 | 2:21 PM EDT

**Attachment A
Participation Agreement**

This **Participation Agreement** ("Participation Agreement") is made and entered into the date of execution ("Effective Date"), by and between **Participant** and **John S. James Co.** ("JSJ").

WHEREAS, the Florida State University Board of Trustees ("FSU"), and JSJ, entered into the Master Contract, dated 4/3/2020 | 2:21 PM EDT _____, as amended (the "Master Contract").

WHEREAS, FSU acknowledges and agrees that Participant may purchase directly from JSJ under the Master Contract.

NOW, THEREFORE, in consideration of the mutual covenants set forth herein stated and in conjunction with the Master Contract referenced, the parties agree to the following terms and conditions:

1. **INCORPORATION OF CONTRACT.** The purpose of this Participation Agreement is to allow the Participant to purchase product and services from JSJ at the agreed to prices set forth in the Contract. To that end, the Agreement is hereby incorporated by reference as if set forth herein in its entirety, including all subsequent amendments thereto. However, to the extent any terms and conditions set forth in the Agreement (exception any terms and conditions relating to price and cost) conflict with any terms and conditions of this Participation Agreement (the" Supplemental Terms"), the Supplemental Terms shall prevail. Capitalized terms not otherwise defined in this Participation Agreement shall have the same meaning as set forth in the Master Contract.
2. **TERM & TERMINATION.** This Participation Agreement will commence on the Effective Date and will be coterminous with the term of the Master Contract, including any extensions thereof. Either party may terminate this Agreement for the material breach of any provision by the other party if such material breach remains uncured for thirty (30) days after receipt of written notice of such breach from the non-breaching party. Such termination right shall be in addition to any other rights and remedies that may be available to the non-breaching party.
3. **SERVICES.** Subject to the terms of this Agreement, Contractor will provide the services specified in the Master Contract.

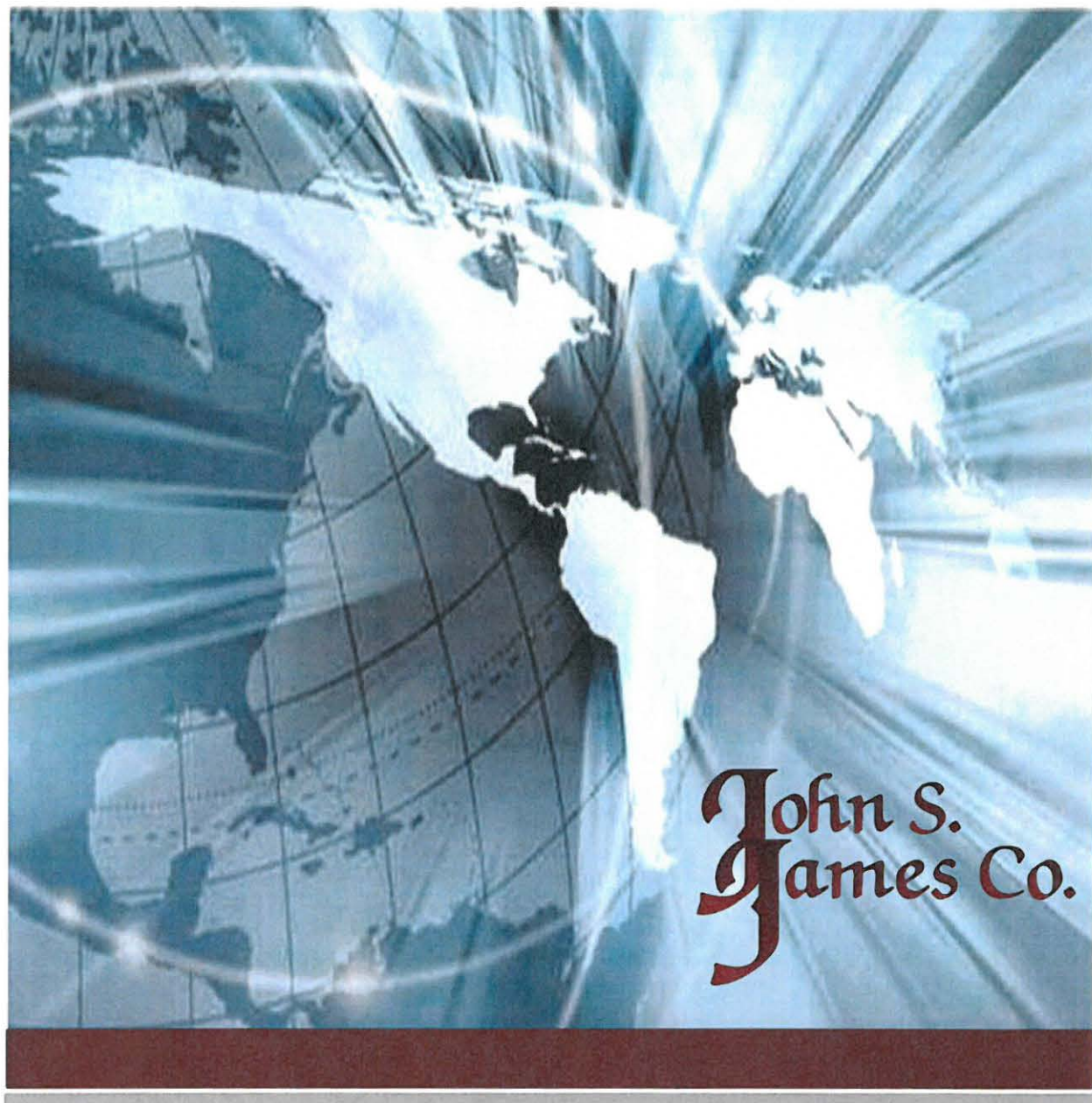
IN WITNESS WHEREOF, the parties hereto have executed this Contract as of the date first set below above.

CONTRACTOR:

JOHN S. JAMES CO.
 DocuSigned by:
 Signature: Jill James
 Name: Jill James
 Title: Chief Operating Officer
 Date: 4/3/2020 | 2:21 PM EDT

PARTICIPANT:

Florida State University
 DocuSigned by:
 Signature: Rosey Murton
 Name: Rosey Murton
 Title: Chief Procurement Officer
 Date: 4/3/2020 | 2:08 PM EDT



PROPOSAL

Florida State University,
State University System
Customs Brokerage and Freight Forwarding Services
REVISED February 7, 2020

Proposal



RFQ Summary

Service Scope : Customs Brokerage and Freight Forwarding Services
Contract Period : Five (5) Year Contract

Prepared For

Prepared By

Company : Florida State University /
State University System

Company : John S. James Co.

Contact : Mitchell Jermyn

Contact : Yvonne Turner

Title : Atlanta Office Manager

Address : 3012 Westcott N
Tallahassee, FL 32303

Address : 4777 Aviation Pkwy
Suite A
Atlanta, GA 30349

Phone : 470-312-2538

Email : mjermyn@fsu.edu

Email : Yvonne.turner@johnsjames.com

Scope

Florida State University (FSU), in collaboration with several State University System schools (SUS) has initiated a review of its import and export operations to improve import/export compliance. The selected supplier will conduct Customs and export Business on SUS's behalf for all modes of transportation and types of entry. The Customs Broker will be required to provide expedited services as needed.

SUS is seeking a 5-year term contract.

Proposal



Services

John S. James Co. is a licensed Customs Broker as well as being licensed by the FMC. We are a C-TPAT certified company, and we adhere to all government agency trade regulations and requirements.

Our organization employs over 150 International Customs and Forwarding Specialists, serving the needs of the transportation community. The John S. James Co. provides unmatched expertise in the handling of customs document preparation and cargo coordination in the International Marketplace. Our services include, but are not limited to the following:

- Customs Brokerage
- Freight Forwarding
- Transportation & Logistics
- Air Freight Services
- Clearance through other government agencies (FWS, FDA etc.)
- NVOCC
- Warehousing & Distribution
- Chartering & Project Services
- Domestic Transportation
- Dangerous / radioactive goods

Value Added Services

Our professional team provides a wide variety of services to complement the business needs of our clients. Additional services include, but are not limited to:

- Consulting Services
- Auditing Services
- C-TPAT Implementation Assistance
- Classification Database Management
- Foreign-Trade Zone Managed Services
- Duty Drawback
- Entry Reconciliation
- Cargo Insurance
- Education & Training

John S. James Co. is fully capable of remote location filing for U.S. Customs entries and currently files entries throughout the U.S. John S. James Co. can oversee services for arranging foreign Customs Clearance delivery services in foreign countries; however, we do not have any physical John S. James Co. office outside the United States. We are confident in our ability to manage all shipments and workload through our experienced agents worldwide.

John S. James Co. is prepared to be your last line of defense in auditing all import and export data and paperwork to ensure SUS maintains the highest possible level of compliance and reasonable care. We acknowledge the standard SUS expectations as outlined in the RFQ, and we confirm our commitment to adhere to these expectations.

Proposal



Global Network

John S. James Co. has physical offices in six (6) major ports in the Southeastern United States:

- Atlanta, Georgia
- Charleston, South Carolina
- Charlotte, North Carolina
- Jacksonville, Florida
- Knoxville, Tennessee
- Savannah, Georgia

John S. James Co. prides itself on quality service on behalf of our clients as well as ourselves. Our team has an average experience of fifteen (15) years in the industry, with our licensed brokers having an average of twenty-five (25) years. This experience has proven invaluable to many of our clients, and it allows us to maintain our reputation as a highly compliant and service-oriented company. Our physical locations, and several remote locations, are serviced by our own John S. James Co. employees.

Physical locations, however, do not limit our ability to provide global service to our clients. We maintain corresponding partnership agreements with a multitude of companies in the United States and around the globe, enabling us to handle shipments to and from all international ports.

Our memberships in the GLOBAL LOGISTICS ASSOCIATES (GLA) and GLOBAL AFFINITY ALLIANCE (GAA) afford us access to a network of professional partners all over the world.

Global Logistics Associates (GLA)

Global Logistics Associates is a global network of independent freight forwarders and customs brokers dedicated to providing its members and their clients with the best worldwide logistics services, adding value to their international supply-chain operations. John S. James Co. has been a member of GLA for over twenty (20) years, and we actively serve on the Board of Directors and various committees. Jill James, Chief Operating Officer of John S. James Co., has served as the President of GLA for the past 2 years.

Global Affinity Alliance (GAA)

Global Affinity Alliance is a network for logistics companies who seek to work together for the health and benefit not just of the GAA, but for their fellow group members. The ideal members are newly incorporated companies and start-ups with experienced, veteran leadership. GAA members demonstrate and contribute knowledge about regulations, market conditions and opportunities in their home markets for import, export and domestic cargo. John S. James Co. has been a member of GAA for the past two (2) years.

Proposal



Exclusions

We confirm our understanding that some services may be subject to pre-existing agreements with other suppliers or may be outside the scope of this ITN and may not be included in any agreement resulting from this ITN or may be included on a limited basis.

Please see comments in the "Fine Arts" section.

Miscellaneous Invoice Charges

We confirm our understanding that there shall be no invoice items labeled as "miscellaneous", "other", or any other vague terminology. Every amount charged will have a detailed description. We will comply with this requirement.

Order Management and Customer Service

We will provide a dedicated contact for SUS service order placement and customer service. A unique John S. James Co. email address will be established for use by SUS. All team members responsible for handling SUS shipments will be included as recipients for this email to ensure no emails are missed by individuals. The John S. James Co. SUS Account Manager will be included in this email group but SUS will also be provided with the direct contact information for your account manager for any direct discussions that need to take place outside of the team email. We further agree that no changes or modifications to the agreed upon purchasing processes will be implemented without advance approval from a designated SUS employee(s) representing location(s) affected by these changes or modifications.

Activity Reports

We confirm our understanding that the following periodic reports (by campus and SUS total) may be requested and confirm we will comply with these requests:

- 1 -Quarterly Sales by location
- 2 -Annual sales by dollars, broken out by campus department, by invoice and by service
And fee type, 90 days prior to SUS annual price review.

We further agree to provide other reports as reasonably requested by SUS at no additional cost. This is predicated on the data requested being of a kind that would be provided at time of shipment, retained in our systems and that could be extracted in report form with relative ease.

Proposal



Requests for reports that would be labor intensive would be billable and would be quoted on a case by case basis.

Quality of Service Standards

We confirm our understanding of the following expected quality of service standards and agree to adhere to these service standards with the understanding that certain circumstances may be beyond our control. We agree to use our best efforts to achieve 100% quality of service level. We will establish SOP's for emergencies for both John S. James Co. and SUS to ensure we are able to respond within 4 hours.

- Requests for reports: within 5 business days
- Response time – Standard: within 1 business day
- Response time – Emergency: within 4 hours
- Customer claim resolution: Within 45 days
- Delivery accuracy: 98%
- Delivery, on-time: 98%
- Invoice/billing accuracy: 95%
- Customer service satisfaction: 95%

We understand that should our quality of service fall below the minimum standards and corrective action is not taken within 30 days following University notification, the University reserves the right to terminate the contract. We further understand that no service substitutes will be accepted without prior approval of the purchaser.

John S. James Co. maintains strict standards for quality of work and client interaction. Our software has a robust system of checks that assist in controlling the quality of the work entered into our system and transmitted to various agencies and carriers. Our Directors of Export and Import Compliance, stay abreast of changing regulations and ensure that our staff are aware of these changes. We perform spot check audits and, when necessary, full audits of client file. Training is ongoing even with our most senior staff. Employee training consists of one on one training, webinars, email tutorials and a readily accessible intranet library.

We agree that John S. James Co. will not "penalize" an entire campus or other SUS locations if specific locations are preventing invoice payments. John S. James Co. reserves the right to turn over specific locations to an outside collection agency should an invoice remain unpaid after all efforts to obtain payment through normal channels have been exhausted.

Proposal



Quality Management and Continuous Improvement Process

John S. James Co. prides ourselves on the quality of our work and our commitment to meeting requirements established by our customers. We develop extensive **SOP's** for our team members to ensure consistency and accuracy. These SUS **SOP's** will be reviewed and updated regularly by the SUS team manager. Files are audited by senior team members. All team members will be fully trained to handle all aspects and requirements of SUS. Problem resolution procedures will be established as well as procedures for escalation. We will regularly review service quality with each location in an ongoing effort to ensure we are exceeding expectations and to review any changes the specific location feels are required to better meet their needs.

Florida International University Specific Requirements

Fine arts services:

We do believe our experience in handling expedited shipments and in designing our services to meet a client's specific needs could be a valuable resource for SUS locations that ship fine art. We would like to discuss this further to learn more about the type of shipments, the regularity and the countries you ship to/from. We are not experts in Fine Art and have not handled this specific type of shipment but we are experts in logistics and in handling shipments that require special care. We would initially subcontract a much of the work and can reach out to members of ICEFAT for this as well as members of our agent network that are experts in shipping fine art.

Our services that we can currently offer are:

1. We do oversee door-to-door logistics and supervision of shipments.
2. Organize air freight / ocean freight
3. Safe and secure ground transportation. We have had experience in arranging secure transportation both with armored car services and with armed escorts.
4. Licensed Customs brokerage and bonding services'
5. Provide airport and tarmac supervision
6. Consult and hire international network of proven professional field agents and Contractors in foreign countries experienced in works of art
7. Provide courier assistance and services for staff traveling with art work
8. Coordinate expedited freight services
9. Oversee shipment tracking
10. Vast knowledge of tariffs and import duties of artwork originating in sanctioned countries.

Proposal



John S. James Co. has the resources to handle this. As an example, we have handled Clearance of an antique book originating in Iran. We worked with OFAC to determine Admissibility and requirements for import.

11. Offer TSA approved cargo screening – All air exports are screened for TSA. We do not do our own screening. There are very few forwarders that do. All airlines offer TSA screening so we use them to screen cargo.
12. Knowledge of Fish and Wildlife permits – We regularly handle FWS clearances
13. Knowledge of CITES clearances – We regularly handle CITES clearances
14. We have an IATA license
15. We do issue ATA Carnets in-house
16. John S. James Co. is a Property Broker registered with the FMCSA as such. We use motor Carriers bonded and licensed with the FMCSA.
22. On call 24/7 services

Services to be subcontracted with companies experienced in fines arts:

1. Organize palletization of crates
2. Coordinate qualified packing and crating
3. We are not ICEFAT, ARTIN or USCIB members

Pricing

The below price list is not all inclusive. Pricing does not cover the cost of freight, other payable charges, duties or taxes. We must be placed in funds prior to duty payment. Charges that may be incurred in foreign countries are not included in this pricing. Assistance with ECCN numbers will be subcontracted and may vary depending on commodity and difficulty of the request. Assistance with permits and licenses are considered consultative services. John S. James Co. offers HTS and FDA codes assistance on a limited basis as part of the entry service. More than 3 HTS or difficult FDA items requiring research are considered consultative services.

Prices quoted for John S. James Co. services shall not increase during the first year of the agreement and shall increase no more than 3% any subsequent year of the contract.

Pricing offered to SUS are comparable to pricing offered to other Universities.

Pricing is negotiable.

PAYMENT TERMS:

Proposal



Net forty (40) days excluding duty, taxes and other fees due the government. We would require payment for duty and taxes before we pay these funds. We could discuss putting SUS on our periodic monthly statement which would extend the time required for duty payment.

CUSTOMS BROKERAGE:

\$150.00 Basic Customs entry fee

The Basic fees, offered by John S. James Co., unless otherwise noted, cover the following:

Receipt of Documents	Preparation of Entry
Filing for CBP Release of Goods	Normal expected communications
Delivery order to the inland carrier	Payment of Duty (upon receipt of funds)

Additional Entry Fees

\$10.00	per additional invoice over 1
\$ 5.00	per additional classification over 3
\$10.00	per additional delivery order over 1
\$ 5.00	per \$1000.00 -Minimum \$50 (Not applicable if school has an annual bond)
\$35.00	Bond Placement Fee (Not applicable if school has an annual bond)
\$35.00	Filing FDA plus \$10 for each FDA line
\$25.00	Filing FDA Prior Notice (Additional \$25 if circumstances required PNSI filing)
\$35.00	Other Government Agency - per filing (i.e. – EPA, DOT, FWS etc.)
\$ TBD	USDA filing may increase when ACE filing becomes mandatory
\$25.00	Finance Fee – Minimum or 5% of total advanced whichever is greater

Additional Services-

\$ 35.00	Filing ISF (Ocean imports only)
\$ 75.00	Expedited ISF filing (ship sailing in less than 48 hours or late file)
\$ 50.00	per hour/file duplicating file documents, depending on volume
\$	Tracking report – quoted based on extent of information
\$ 55.00	Minimum Marine Insurance- .40/\$100 ocean freight, .35/\$100 airfreight Per \$100.00 of 110% of the entered value, freight, insurance and duty
\$100.00	Minimum Per shipment – Arranging any Examination (CBP, OGA)
\$125.00	In Transit Entry (I.E. / I.T. / WDT&E, etc.)
\$150.00	TIB Entry (Additional invoice and HTS charges may apply)
\$100.00	TIB Closure
\$200.00	Carnet clearance in U.S.
\$ 25.00	Minimum outlay Processing Fee (or 10% of amount billed)
\$ 25.00	Preparation of additional forms (not listed above)

Proposal



\$150.00	Per Hour / Consultation
\$250.00	Per hour-minimum – 1 hour / Overtime / after hours and weekends

FREIGHT FORWARDING PRICING

\$150	Ocean export documentation (booking AES, BOL Prep, document distribution)
\$ 65	Air export documentation
\$ 35	AES filing only
\$ 25	Domestic courier services
\$ 50	International courier services – Minimum, varies by destination
\$ 25	Preparation of forms (IE Commercial Invoice, alteration of packing list)
\$ 75	Preparation of Consular forms
\$200	Expedited document processing (Filing AES within 24 hours or after sail date)
\$ 55	Minimum Marine Insurance – .40/\$100 ocean freight, .35/\$100 air freight Per \$100.00 of 110% of the entered value, freight, insurance and duty
\$150.00	Securing a Carnet (Does not include the actual cost of the Carnet)
\$100	Arranging inspection - minimum
Varies	Legalization of documents – varies by country
\$150	Per hour / Consultation
\$250	Per hour – minimum 1 hour / overtime / after hours and weekends

Price Decreases

The ITN specifies “manufacturer price decreases”. As John S. James Co. offers a service rather than a product, we take the term “manufacturer” to mean those companies we subcontract a service from such as steamship lines, truck lines etc. We agree to provide notice to SUS of price changes in a timely manner as they relate to individual shipments. It is understood that certain costs such as fuel surcharge fluctuate frequently, sometimes daily, and no notice will be provided for fluctuation in this type of charge.

Procurement Card (P-Card) Settlement

P-Cards are processed as credit cards. We use PayPal for credit card transactions. PayPal does charge a transaction fee which will be passed on to SUS. This charge can be itemized on our invoice to SUS so the buyer knows up front what this charge will be.

Proposal



Expedited Services

John S. James Co. offers expedited service for all modes of transportation. This may include the actual transportation and/or documentation and clearance services. Some expedited services such as ISF and AES filing are quoted in the pricing above. Other services that require immediate handling will incur a \$100 expedited handling fee during normal business hours. After hours and weekend rates are \$250 per hour. This fee is strictly for John S. James Co. services and does not include charges that may be assessed by other companies. Other companies include but are not limited to truck lines, steamship lines, ports, cargo handlers and government agencies.

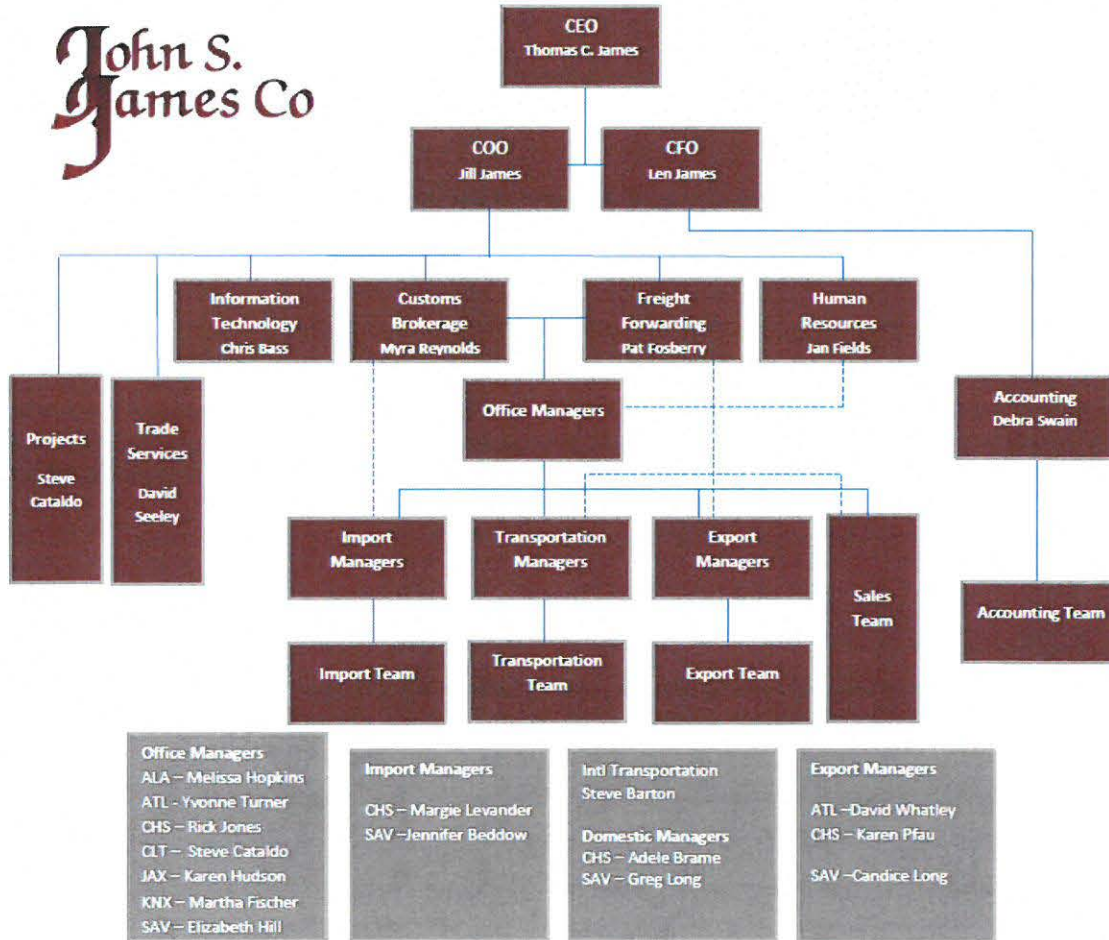
Cargo Tracking Services

John S. James Co offers tracking via our website. This is not considered real time as it will not always indicate the current location of the shipment. It will, however, indicate when it is expected to arrive at destination and any delays that may have been encountered such as Customs holds. We have some clients that prefer a spreadsheet type tracking which can be made available to all users. It will provide the same information as web tracking but will show all active shipments. We can also provide the airlines or steamship lines tracking website which provides cargo location throughout its transit. This is also where most of our tracking information is obtained.

Dangerous goods / radioactive packages

John S. James Co. is certified to handle dangerous goods by air, ocean or land transportation. We are now also certified to handle radioactive packages so can fulfill We handle a high volume of DG and are well versed in this area. We already have a DG program for all other types of dangerous goods. Transportation of radioactive goods requires our staff have specialized training. We can also assist your departments on the requirements of DG transportation if they are not familiar with procedures. A forwarder cannot (or should not) prepare the dangerous goods declaration but we can offer instruction. If export goods arrive at our facility with damaged or improper packaging, we can also arrange for repacking.

Organizational Chart



Proposal



Company Financial Report

John S. James Co. is a closely held family business that does not release its financial records. We can provide you with internally prepared reporting if required as we do not have audited or reviewed financials. Upon further request, we will submit the internal reporting if needed.

Company History

The **John S. James Co.** was founded in 1941 in the city of Savannah, GA. Our mission of offering personalized service to the international transportation community quickly established our firm as a leader in the international freight forwarding and customs brokerage industries. Our founder's initial vision, providing unparalleled service to our customers, still resonates in our culture today. Our reputation for excellence is a direct result of our commitment to service and professionalism.

In the years since our founding, our operations have expanded into six (6) major southeastern cities which include Atlanta GA, Charleston SC, Charlotte NC, Jacksonville FL, Knoxville TN, and Savannah GA. Physical locations, however, do not limit our ability to provide global service to our clients. We maintain corresponding partnership agreements with a multitude of companies in the United States and around the globe, enabling us to handle shipments to and from all international ports.

Our organization employs over 100 International Customs and Forwarding Specialists, serving the needs of the transportation community. We maintain active membership in numerous Associations allowing our company input on the changing trends in the industry. In addition, we tailor our services to meet the individual needs of our clients to better align with their varied business strategies.

Detailed information on our company and services can be found on our website at www.johnsjames.com.

Proposal



Industry Participation

John S. James Co. actively participates in numerous organizations throughout our industry. In addition, we have taken leadership roles in many of these organizations which have allowed us to form valuable relationships with Customs and other agencies. Below are just a few of the organizations in which we have recently been active on a national level enabling the company to be on the forefront of emerging changes in transportation and trade:

- National Customs Brokers & Forwarders Association of America (NCBFAA)
 - Board Member
 - Vice President of the Transportation Committee
 - Customs Committee, Area 4 Representative
 - Regulatory Affairs Committee – Vice Chairman
 - Chairman ADD Subcommittee

- National Association of Foreign-Trade Zones (NAFTZ)
 - Marketing Committee
 - Vice-Chair Certification Committee

- Commercial Customs Operations Advisory Committee (COAC)
 - Subcommittee Working Groups

- The Trade Support Network (TSN)

- International Compliance Professionals Association (ICPA)

- American Association of Exporters and Importers (AAEI)

Principles of Ethical Business

John S. James Co. commits to the principles of ethical business conduct in line with the Code of Conduct, Anti-Bribery & Corruption, Gifts & Entertainment, and the SUS Global Terms and Conditions.

We base this proposal on our present understanding of your operations and potential needs, as well as today's market conditions. The John S. James Co. is a full-service organization that can assist in the execution of your supply-chain, and your compliance needs. We look forward to your acceptance of our proposal, and to further discussions of how we may partner together for the success of your customs programs.

- The John S. James Co.

JOHN S. JAMES CO. FEE SCHEDULE

Cost Description	Cost	Details of Coverage
Basic Customs entry fee	\$ 150.00	Price negotiable based on volume - Covers Filing for US Customs release, preparation of entry, one delivery order, payment of duty upon receipt of funds
per additional invoice over 1	\$ 10.00	
per additional classification over 3	\$ 5.00	
per additional delivery order over 1	\$ 10.00	
per \$1000.00 if school does not have an annual bond	\$ 5.00	Minimum \$50
Bond Placement Fee if school does not have an annual bond	\$ -	Included in premium
Filing FDA	\$ 35.00	One FDA line. Additional lines \$10 per line
Filing FDA Prior Notice	\$35.00	
Other Government Agency - per filing (i.e. – EPA, DOT, FWS etc.)	\$ 35.00	This price may differ for USDA due to complexity of filing this agency in ACE. ACE filing will be mandatory soon. Requirements are under review to establish pricing.
Finance Fee	5%	5% of total advanced, minimum \$25
Filing ISF	\$ 35.00	
Expedited ISF filing (ship sailing in less than 48 hours or late file)	\$75.00	
per hour/file duplicating file documents	\$100	No charge for occasional requests relating to single shipments less than 2 years old.
Tracking report		
Marine Insurance	\$ 55.00	.40/\$100 ocean freight; .35/\$100 air freight based on 110% of value, freight and insurance. Minimum \$55
Minimum Per shipment – Arranging any Examination (CBP, OGA)	\$100	Minimum per shipment/Charge could vary depending on the extent of involvement required by JSJ
In Transit Entry (I.E. / I.T. / WDT&E, etc.)	\$ 125.00	
TIB Entry (Additional invoice and HTS charges may apply)	\$ 150.00	
TIB Closure	\$ 100.00	
Carnet clearance in U.S.	\$ 200.00	
Minimum outlay Processing Fee	\$ 25.00	
Preparation of additional forms (not listed above)	\$ 25.00	
Consultation (Per Hour)	\$ 150.00	
Consultation (Per Hour) (Overtime / after hours and weekends)	\$ 250.00	

Cost Description	Cost	Details of Coverage
Foreign Agent charges (pick up, packing, export, air freight to Miami)	Cost plus	Additional information required. Charges will vary by country and by type and size of the shipment
Airline Arrival / Airport Supervision / Messenger Fees (Tarmac/Palletization/ Courier Assistance)		
Government Fees	Cost plus 10% minimum	Government fees vary by country and commodity.
Customs Clearance Fees	\$ 150.00	Price negotiable based on volume - Covers Filing for US Customs release, preparation of entry, one delivery order, payment of duty upon receipt of funds
Customs User Fees	Based on value	We assume this charge is referring to the Merchandise Processing fee. Merchandise Processing Fee (MPF) The Merchandise Processing Fee (MPF) is a U.S. Customs charge, assessed for most imports into the United States. The fee is 0.3464% of the cargo value as declared on the commercial invoice, with a minimum of \$25 and a maximum of \$508.70 per entry.
Import TSA Security Fees	Nil	There are no Import TSA security fees on imports to the US
Administration and Coordination Fees	Ad Hoc	Pricing is on ad hoc basis. It can vary depending on the type of coordination required and is not a typical import fee to be expected on each shipment
Local collection from airport or sea port terminal (including collection and unpacking of container)	Ad hoc	Prices will vary by country and size of shipment
Local delivery via art shuttle to the museum	Ad hoc	Prices will vary by country and size of shipment
ATA Carnet fees	\$200	Carnet clearance

Cost Description	Cost	Details of Coverage
Ocean export documentation (booking AES, BOL Prep, document distribution)	\$ 150.00	
Air export documentation	\$ 65.00	
AES filing only	\$ 35.00	
Domestic courier services	\$ 25.00	
International courier services – Minimum	\$ 50.00	
Preparation of forms (IE Commercial Invoice, alteration of packing list)	\$ 25.00	
Preparation of Consular forms	\$ 75.00	
Expedited document processing (Filing AES within 24 hours or after sail date)	\$ 200.00	
Marine Insurance	\$ 55.00	.40/\$100, .35/\$100 based on of 110% of value, freight and insurance. Minimum \$55
Securing a Carnet (Does not include the actual cost of the Carnet)	\$ 150.00	
Arranging inspection - minimum	\$ 100.00	
Legalization of documents	Cost plus courier fee	At cost - Varies by country
Consultation (Per Hour)	\$ 150.00	
Consultation (Per Hour) (Overtime / after hours and weekends)	\$ 250.00	

Cost Description	Cost	Details of Coverage
ATA Carnet	\$ 150.00	
Consolidation of goods (shuttle truck transport)	Ad hoc	Pricing is on an ad hoc basis. Charges will vary by type and size of the shipment and location of shipment
Packing / Crating	Ad Hoc	Pricing is on an ad hoc basis. Charges will vary by type and size of the shipment.
Warehouse service fee	Cost plus admin fee	Additional information required. Charges will vary by country, by type and size of the shipment and by the type of service required
Crate banding fee	Ad Hoc	Pricing is on an ad hoc basis. Charges will vary by type and size of the shipment. Average price is \$50 but shipment type and size dictates the cost
Transfer to Sea port terminal or airport	Cost + coordination fee	Coordination fee is generally 15%, minimum \$75, but could be higher depending on the complexity of the move
Transfer of container to sea port terminal	Cost + 10%	Cost + 10%(Minimum \$75 to cover arranging transfer)
Airfreight, fuel, security, screen surcharges	Based on origin and destination	Additional information required. Charges will vary by airport of departure, destination airport and by type and size of the shipment
Other courier assistance	Cost + 15%	
Airport Supervision (Tarmac/Palletization/ Courier Assistance)	\$250/hour including travel plus costs	
Administrative Fees and CITES permits	Cost plus	Admin fees - \$150/hr
Local collection from foreign airport	Cost plus	Additional information required. Charges will vary by country and by type and size of the shipment
Local delivery via art shuttle to foreign museum	Cost plus	Additional information required. Charges will vary by country and by type and size of the shipment

ADDENDUM

These terms and conditions of service constitute a legally binding contract between the “Company” and the “Customer”. In the event the Company renders services and issues a document containing Terms and Conditions governing such services, the Terms and Conditions set forth in such other document(s) shall govern those services.

1. Definitions.

- a) “Company” shall mean **John S. James Co.**, its subsidiaries, related companies, agents and/or representatives;
- b) “Customer” shall mean the person for which the Company is rendering service, as well as its principals, agents and/or representatives, including, but not limited to, shippers, importers, exporters, carriers, secured parties, warehouseman, buyers and/or sellers, shipper’s agents, insurers and underwriters, break-bulk agents, consignees, etc. **It is the responsibility of the Customer to provide notice and copy(s) of these Terms and Conditions of service to all such agents or representatives;**
- c) “Documentation” shall mean all information received directly or indirectly from Customer, whether in paper or electronic form;
- d) “Ocean Transportation Intermediaries” (**OTI**) shall include an “ocean freight forwarder” and a “non-vessel operating carrier”;
- e) “Third parties” shall include, but not be limited to, the following: “carriers, truckmen, cartmen, lightermen, forwarders, OTIs, customs brokers, agents, warehousemen and others to which the goods are entrusted for transportation, cartage, handling and/or delivery and/or storage or otherwise”.

2. Company as Agent. The Company acts as the “agent” of the Customer for the purpose of performing duties in connection with the entry and release of goods, post entry services, the securing of export licenses, the filing of export and security documentation on behalf of the Customer and other dealings with Government Agencies, or for arranging for transportation services or other logistics services in any capacity other than as a carrier.

3. Limitation of Actions.

- a) Unless subject to a specific statute or international convention, all claims against the Company for a potential or actual loss, must be made in writing and received by the Company within ninety (90) days of the event giving rise to claim; the failure to give the Company timely notice shall be a complete defense to any suit or action commenced by Customer.
- b) All suits against Company must be filed and properly served on Company as follows:
 - i. For claims arising out of ocean transportation, within one (1) year from the date of the loss;
 - ii. For claims arising out of air transportation, within two (2) years from the date of the loss;
 - iii. For claims arising out of the preparation and/or submission of an import entry(s), within seventy-five (75) days from the date of liquidation of the entry(s);
 - iv. For any and all other claims of any other type, within two (2) years from the date of the loss or damage.

4. No Liability For The Selection or Services of Third Parties and/or Routes. Unless services are performed by persons or firms engaged pursuant to express written instructions from the Customer, Company shall use reasonable care in its selection of third parties, or in selecting the means, route and procedure to be followed in the handling, transportation, clearance and delivery of the shipment; advice by the Company that a particular person or firm has been selected to render services with respect to the goods, shall not be construed to mean that the Company warrants or represents that such person or firm will render such services nor does Company assume responsibility or liability for any action(s) and/or inaction(s) of such third parties and/or its agents, and shall not be liable for any delay or loss of any kind, which occurs

while a shipment is in the custody or control of a third party or the agent of a third party; all claims in connection with the Act of a third party shall be brought solely against such party and/or its agents; in connection with any such claim, the Company shall reasonably cooperate with the Customer, which shall be liable for any charges or costs incurred by the Company.

5. Quotations Not Binding. Quotations as to fees, rates of duty, freight charges, insurance premiums or other charges given by the Company to the Customer are for informational purposes only and are subject to change without notice; no quotation shall be binding upon the Company unless the Company in writing agrees to undertake the handling or transportation of the shipment at a specific rate or amount set forth in the quotation and payment arrangements are agreed to between the Company and the Customer. For the avoidance of doubt, the BAFO is not considered a Quotation.

6. Reliance On Information Furnished.

- a) Customer acknowledges that it is required to review all documents and declarations prepared and/or filed with U.S. Customs & Border Protection, other Government Agency and/or third parties, and will immediately advise the Company of any errors, discrepancies, incorrect statements, or omissions on any declaration or other submission filed on Customer's behalf;
- b) In preparing and submitting customs entries, export declarations, applications, security filings, documentation and/or other required data, the Company relies on the correctness of all documentation, whether in written or electronic format, and all information furnished by Customer; Customer shall use reasonable care to ensure the correctness of all such information and shall be solely responsible for any and all claims asserted and/or liability or losses suffered by reason of the Customer's failure to disclose information or any incorrect, incomplete or false statement by the Customer or its agent, representative or contractor upon which the Company reasonably relied. The Customer agrees that the Customer has an affirmative non-delegable duty to disclose any and all information required to import, export or enter the goods.
- c) Customer acknowledges that it is required to provide verified weights obtained on calibrated, certified equipment of all cargo that is to be tendered to steamship lines and represents that Company is entitled to rely on the accuracy of such weights and to counter-sign or endorse it as agent of Customer in order to provide the certified weight to the steamship lines. The Customer agrees that it shall be solely responsible for any and all claims, losses, penalties or other costs resulting from any incorrect or questionable statements of the weight provided by the Customer or its agent or contractor on which the Company relies.

7. Declaring Higher Value to Third Parties. Third parties to whom the goods are entrusted may limit liability for loss or damage; the Company will request excess valuation coverage only upon specific written instructions from the Customer, which must agree to pay any charges therefore; in the absence of written instructions or the refusal of the third party to agree to a higher declared value, at Company's discretion, the goods may be tendered to the third party subject to the terms of the third party's limitations of liability and/or terms and conditions of service.

8. Insurance. Unless requested to do so in writing and confirmed to Customer in writing, Company is under no obligation to procure insurance on Customer's behalf; in all cases, Customer shall pay all premiums and costs in connection with procuring requested insurance.

9. Disclaimers; Limitation of Liability.

- a) Except as specifically set forth herein, Company makes no express or implied warranties in connection with its services;
- b) In connection with all services performed by the Company, Customer may obtain additional liability coverage, up to the actual or declared value of the shipment or transaction, by requesting such coverage and agreeing to make payment therefore, which request must be confirmed in writing by the Company prior to rendering services for the covered transaction(s).

- c) In the absence of additional coverage under (b) above, the Company's liability shall be limited to the following:
 - i. Where the claim arises from activities other than those relating to customs brokerage, \$50.00 per shipment or transaction, or
 - ii. Where the claim arises from activities relating to "Customs business", \$50.00 per entry or the amount of brokerage fees paid to Company for the entry, whichever is less;
- d) In no event shall Company be liable or responsible for consequential, indirect, incidental, statutory or punitive damages even if it has been put on notice of the possibility of such damages, or for the acts of third parties.

10. C.O.D. or Cash Collect Shipments. Company shall use reasonable care regarding written instructions relating to "Cash/Collect" on Deliver (C.O.D.)" shipments, bank drafts, cashier's and/or certified checks, letter(s) of credit and other similar payment documents and/or instructions regarding collection of monies but shall not have liability if the bank or consignee refuses to pay for the shipment.

11. General Lien and Right To Sell Customer's Property.

- a) Company shall have a continuing lien on any and all property and documents relating thereto of Customer coming into Company's actual or constructive possession, custody or control or enroute, which lien shall survive delivery, for all charges, expenses or advances owed to Company with regard to the shipment on which the lien is claimed, a prior shipment(s) and/or both. Customs duties, transportation charges, and related payments advanced by the Company shall be deemed paid in trust on behalf of the Customer and treated as pass through payments made on behalf of the Customer for which the Company is acting as a mere conduit.
- b) Company shall provide written notice to Customer of its intent to exercise such lien, the exact amount of monies due and owing, as well as any on-going storage or other charges; Customer shall notify all parties having an interest in its shipment(s) of Company's rights and/or the exercise of such lien.
- c) Unless, within thirty days of receiving notice of receiving notice of lien, Customer posts cash or letter of credit at sight, or, if the amount due is in dispute, and acceptable bond equal to 110% of the value of the total amount due, in favor of Company, guaranteeing payment of the monies owed, plus all storage charges accrued or to be accrued, Company shall have the right to sell such shipment(s) at public or private sale or auction and any net proceeds remaining thereafter shall be refunded to Customer.

12. No Duty To Maintain Records For Customer. Customer acknowledges that pursuant to Section 508 and 509 of the Tariff Act, as amended. (19 USC s 1508 and 1509) it has the duty and is solely liable for

maintaining all records required under the Customs and/or other Laws and Regulations of the United States; unless otherwise agreed to in writing, the Company shall only keep such records that it is required to maintain by Statute(s) and/or Regulation(s), but not act as a “record keeper” or “record keeping agent” for customer.

13. Obtaining Binding Rulings, Filing Protests, etc. Unless requested by Customer in writing and agreed to by Company in writing, Company shall be under no obligation to undertake any pre-or post Customs release action, including, but not limited to, obtaining binding rulings, advising of liquidations, filing of petitions(s), and/or protests, etc.

14. No Duty To Provide Licensing Authority. Unless requested by Customer in writing and agreed to by the Company in writing, Company shall not be responsible for determining licensing authority or obtaining any license or other authority pertaining to the export from or import into the United States.

15. Preparation and Issuance of Bills of Lading. Where Company prepares and/or issues a bill of lading, Company shall be under no obligation to specify thereon the number of pieces, packages and/or cartons, etc.; unless specifically requested to do so in writing by Customer or its agent and Customer agrees to pay for same. Company shall rely upon and use the cargo weight supplied by Customer.

16. No Modification Or Amendment Unless Written. These terms and conditions of service may only be modified, altered or amended in writing signed by both Customer and Company; any attempt to unilaterally modify, alter or amend same shall be null and void.

17. Compensation of Company. The compensation of the Company for its services shall be included with and is in addition to the rates and charges of all carriers and other agencies selected by the Company to transport and deal with the goods and such compensation shall be exclusive of any brokerage, commissions, dividends, or other revenue received by the Company from carriers, insurers and others in connection with the shipment. On ocean exports, upon request, the Company shall provide a detailed breakout of the components of all charges assessed and a true copy of each pertinent document relating to these charges.

©Approved by the National Customs Brokers and Forwarders Association of America, Inc. (Revised 06/16)

Certificate Of Completion

Envelope Id: D8992F74F8A64B03ABCCBC7DA83830C8	Status: Completed
Subject: Signature request on Contract Customs Brokerage & International Freight Forwarding Services	
Source Envelope:	
Document Pages: 29	Signatures: 4
Certificate Pages: 2	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	TCM Procurement
Time Zone: (UTC-05:00) Eastern Time (US & Canada)	A1400 University Center
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	PROSRV-Procurement-TCM@fsu.edu
	IP Address: 199.188.157.82

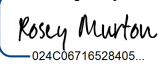
Record Tracking

Status: Original 4/3/2020 1:54:27 PM	Holder: TCM Procurement PROSRV-Procurement-TCM@fsu.edu	Location: DocuSign
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Signer Events

Rosey Murton
rmurton@fsu.edu
Chief Procurement Officer
Florida State University
Security Level: Email, Account Authentication (None)

Signature

DocuSigned by:

024C06716528405...
Signature Adoption: Pre-selected Style
Using IP Address: 71.203.107.58

Timestamp

Sent: 4/3/2020 2:01:08 PM
Viewed: 4/3/2020 2:08:30 PM
Signed: 4/3/2020 2:08:38 PM

Electronic Record and Signature Disclosure: Not Offered via DocuSign

Jill James
Jill.james@johnsjames.com
Chief Operating Officer
Security Level: Email, Account Authentication (None)

DocuSigned by:

B54CE1FBFF542D...
Signature Adoption: Pre-selected Style
Using IP Address: 73.182.4.132

Sent: 4/3/2020 2:08:40 PM
Viewed: 4/3/2020 2:09:33 PM
Signed: 4/3/2020 2:21:19 PM

Electronic Record and Signature Disclosure: Not Offered via DocuSign

In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events

Status

Timestamp

Carbon Copy Events

Status

Timestamp

Tiffany Ritter
ritter@magnet.fsu.edu
Security Level: Email, Account Authentication (None)

COPIED

Sent: 4/3/2020 2:21:20 PM

Electronic Record and Signature Disclosure: Not Offered via DocuSign

Carbon Copy Events	Status	Timestamp
Yvonne Turner Yvonne.Turner@johnsjames.com Security Level: Email, Account Authentication (None)	COPIED	Sent: 4/3/2020 2:21:21 PM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		

Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	4/3/2020 2:21:21 PM
Certified Delivered	Security Checked	4/3/2020 2:21:21 PM
Signing Complete	Security Checked	4/3/2020 2:21:21 PM
Completed	Security Checked	4/3/2020 2:21:21 PM

Payment Events	Status	Timestamps
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