

Event Details

PeopleSoft Strategic Sourcing

Event ID	Format	Type	Page
FSU01-0000001161	Sell	RFx	1
Event Round	Version		
1	1		
Event Name			
RFx ITB5552-A WOMEN'S SOCCER TEAM AIR CHARTER 2012			
Start Time		Finish Time	
03/16/2012 09:30:00 EST		04/06/2012 14:00:00 EST	

Event Currency: US Dollar
Bids allowed in other currency: No

Bidder: PUBLIC EVENT DETAILS

Submit To: Florida State University
UNIV CTR BLDG A RM 1400
282 CHAMPIONS WAY
TALLAHASSEE FL 32306-2370
United States

Contact: RIVERS, WILMA
Phone: 850/644-6850
Email: WRIVERS@ADMIN.FSU.EDU

Event Description

The purpose of this bid is to acquire charter air service for the Florida State University Women's Soccer Team for the 2012 season.

General Comments

- Please note that FSU has implemented an automated online solicitation system which automatically notifies registered Bidders and Suppliers by emails should a C/S match the Bidders' or Suppliers' registered commodity codes. To take advantage of this process, please register your company with us via this link:
<http://www.fsubidderregistration.fsu.edu>.

Event Details (cont.)

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FSU01-0000001161	Sell	RFX	2
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03/16/2012 09:30:00 EST	04/06/2012 14:00:00 EST		

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Line Details

							No Bid:	
Line: 1	Item ID:		Line Qty: 1.00	UOM: Each	Weighting: 33%		Bid Qty:	0
Required: No	Reserve Price: No							
Description:	09/08/12 Saturday Depart Tallahassee, FL (2pm) - Fayetteville, AR 09/09/12 Sunday Fayetteville, AR (5pm) - Arrive Tallahassee, FL							

Question	UOM	Best	Worst	Weighting	Response
What is your best price?		0		50%	
Required: Yes Mandatory Response: No					

Response Comments

ENTER TOTAL PRICE PER SEAT.	0	1	50%	
Required: Yes Mandatory Response: No				

Response Comments

							No Bid:	
Line: 2	Item ID:		Line Qty: 1.00	UOM: Each	Weighting: 33%		Bid Qty:	0
Required: No	Reserve Price: No							
Description:	10/24/12 Wednesday Depart Tallahassee, FL (2 pm) - Arrive Miami, FL 10/25/12 Thursday Depart Miami, FL (11:00 pm) - Arrive Tallahassee, FL							

Question	UOM	Best	Worst	Weighting	Response
What is your best price?		0		50%	
Required: Yes Mandatory Response: No					

Response Comments

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Event ID	Format	Type	Page
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Event Round	Version		
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Event Name			
RFX ITB5552-A WOMEN'S SOCCER TEAM AIR CHARTER 2012			
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Event Currency: US Dollar
Bids allowed in other currency: No

Bidder: PUBLIC EVENT DETAILS

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TALLAHASSEE FL 32306-2370
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Email: WRIVERS@ADMIN.FSU.EDU

Question	UOM	Best	Worst	Weighting	Response
ENTER TOTAL PRICE PER SEAT		0	1	50%	
Required: Yes Mandatory Response: No					

Response Comments

No Bid: ☐

Line: 3	Item ID:	Line Qty: 1.00	UOM: Each	Weighting: 34%	Bid Qty: 0
Required: No	Reserve Price: No				

Description: ACC Tournament (Return flight TBA 11/1/12 Monday Depart Tallahassee, FL (12 pm) - Arrive
TBD 11/4/12 (TBA) TBA Depart TBA (7:00 pm) -Arrive Tallahassee, FL- Possibility of Return on
11/2/12 or 11/4/12

Question	UOM	Best	Worst	Weighting	Response
What is your best price?		0		50%	
Required: Yes Mandatory Response: No					

Response Comments

ENTER TOTAL PRICE PER SEAT	0	1	50%	
Required: Yes Mandatory Response: No				

Response Comments

Event Details (cont.)

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FSU01-0000001161	Sell	RFx	4
Event Round	Version		
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Event Name			
RFx ITB5552-A WOMEN'S SOCCER TEAM AIR CHARTER 2012			
Start Time	Finish Time		
03/16/2012 09:30:00 EST	04/06/2012 14:00:00 EST		

Event Currency: US Dollar
Bids allowed in other currency: No

Bidder: PUBLIC EVENT DETAILS

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UNIV CTR BLDG A RM 1400
282 CHAMPIONS WAY
TALLAHASSEE FL 32306-2370
United States

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Phone: 850/644-6850
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Bidder Information

Firm Name:		
Name:	Signature:	Date:
Phone #:	Fax #:	
Street Address:		
City & State:	Zip Code:	
Email:		

Event Details (cont.)

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RFX ITB5552-A WOMEN'S SOCCER TEAM AIR CHARTER 2012			
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Appendix A - Line Specifications

Line: 1 Item ID: Line Qty: 1 UOM: Each Weighting: 33%
Description: 09/08/12 Saturday Depart Tallahassee, FL (2pm) - Fayetteville, AR 09/09/12 Sunday Fayetteville, AR (5pm) - Arrive Tallahassee, FL

Item Specifications			
Manufacturer:			
Mfg Item ID:			
Item Length:	0	Item Height:	0
Item Width:	0	Dimension UOM:	
Item Volume:	0	Volume UOM:	
Item Weight:	0	Weight UOM:	
Item Size:		Item Color:	

Shipping Information			
Schedule:	1	Ship To:	
Quantity:	1		
Due Date:	04/08/2012		
Freight Terms:			
Ship Via:			

Line: 2 Item ID: Line Qty: 1 UOM: Each Weighting: 33%
Description: 10/24/12 Wednesday Depart Tallahassee, FL (2 pm) - Arrive Miami, FL 10/25/12 Thursday Depart Miami, FL (11:00 pm) - Arrive Tallahassee, FL

Item Specifications			
Manufacturer:			
Mfg Item ID:			
Item Length:	0	Item Height:	0
Item Width:	0	Dimension UOM:	
Item Volume:	0	Volume UOM:	
Item Weight:	0	Weight UOM:	
Item Size:		Item Color:	

Shipping Information			
Schedule:	1	Ship To:	
Quantity:	1		
Due Date:	04/08/2012		
Freight Terms:			
Ship Via:			

Line: 3 Item ID: Line Qty: 1 UOM: Each Weighting: 34%
Description: ACC Tournament (Return flight TBA) 11/1/12 Monday Depart Tallahassee, FL (12 pm) - Arrive TBD 11/4/12 (TBA) TBA Depart TBA (7:00 pm) -Arrive Tallahassee, FL- Possibility of Return on 11/2/12 or 11/4/12

Event Details (cont.)

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RFx ITB5552-A WOMEN'S SOCCER TEAM AIR CHARTER 2012			
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03/16/2012 09:30:00 EST	04/06/2012 14:00:00 EST		

Event Currency: US Dollar
Bids allowed in other currency: No

Bidder: PUBLIC EVENT DETAILS

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TALLAHASSEE FL 32306-2370
United States
Contact: RIVERS, WILMA
Phone: 850/644-6850
Email: WRIVERS@ADMIN.FSU.EDU

Item Specifications

Manufacturer:	
Mfg Item ID:	
Item Length:	0
Item Width:	0
Item Volume:	0
Item Weight:	0
Item Size:	
Item Height:	0
Dimension UOM:	
Volume UOM:	
Weight UOM:	
Item Color:	

Shipping Information

Schedule:	1	Ship To:
Quantity:	1	
Due Date:	04/08/2012	
Freight Terms:		
Ship Via:		

Event Details (cont.)

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Event Round	Version		
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Event Name			
RFX ITB5552-A WOMEN'S SOCCER TEAM AIR CHARTER 2012			
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03/16/2012 09:30:00 EST	04/06/2012 14:00:00 EST		

Event Currency: US Dollar
Bids allowed in other currency: No

Bidder: PUBLIC EVENT DETAILS

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850/644-6850
Email: WRIVERS@ADMIN.FSU.EDU

Appendix B - Terms & Conditions

I certify that this response is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a response 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 response and certify that I am authorized to sign this response 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 a response to The Florida State University, the responder offers and agrees that if the response is accepted, the responder will convey, sell, assign or transfer to The Florida State University all rights, title and interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by The Florida State University. At the University's discretion, such assignment shall be made and become effective at the time the University tenders final payment to the responder.

GENERAL CONDITIONS

SOLICITATION RESPONSE SUBMISSION: Respondents are required to submit responses electronically. For this purpose, all references herein to signatures, signing requirements, or other required acknowledgments hereby include electronic signature by means of clicking the "Submit Response" button (or other similar symbol or process) attached to or logically associated with the response created by the respondent with The Florida State University's electronic solicitation system. The respondent agrees that the action of electronically submitting its response constitutes:

- an electronic signature on the response, generally;
- an electronic signature on any form or section specifically calling for a signature; and
- an affirmative agreement to any statement contained in the solicitation that requires a definite confirmation or acknowledgement.

Only one response may be submitted for each Respondent. The Respondent may bid on multiple categories or sub-categories. The University seeks each respondent's single-best response for EACH CATEGORY (or sub-category) proposed. All responses are subject to the conditions specified herein. Any response that does not comply with these conditions will be rejected.

RESPONDENT'S REPRESENTATION AND AUTHORIZATION: In submitting a response, each respondent understands, represents, and acknowledges the following (if the respondent cannot so certify to any of the following, the respondent shall submit with its response a written explanation of why it cannot do so).

- a. The respondent is not currently under suspension or debarment by the State or any other governmental authority.
- b. To the best of the knowledge of the person signing the response, the respondent, its affiliates, subsidiaries, directors, officers, and employees are not currently under investigation by any governmental authority and have not in the last ten (10) years been convicted or found liable for any act prohibited by law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract.
- c. Respondent currently has no delinquent obligations to the State or University, including a claim by the State for liquidated damages under any other contract.
- d. The submission is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive response.
- e. The prices and amounts have been arrived at independently and without consultation, communication, or agreement with any other respondent or potential respondent; neither the prices nor amounts, actual or approximate, have been disclosed to any respondent or potential respondent, and they will not be disclosed before the solicitation opening.
- f. The respondent has fully informed the Buyer in writing of all convictions of the firm, its affiliates (as defined in section 287.133(1) (a) of the Florida Statutes), and all directors, officers, and employees of the firm and its affiliates for violation of any state or federal law involving fraud, bribery, collusion, conspiracy or material misrepresentation with respect to a public contract. This includes disclosure of the names of current employees who were convicted of contract crimes while in the employ of another company.
- g. Neither the respondent nor any person associated with it in the capacity of owner, partner, director, officer, principal, investigator, project director, manager, auditor, or position involving the administration of federal funds:
 - i. Has within the preceding three years been convicted of or had a civil judgment rendered against them or is presently indicted for or otherwise criminally or civilly charged for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state, or local government transaction or public contract; violation of federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; or
 - ii. Has within a three-year period preceding this certification had one or more federal, state, or local government contracts terminated for cause or default.

- h. The product offered by the respondent will conform to the specifications without exception.

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RIVERS, WILMA
850/644-6850
Contact: WRIVERS@ADMIN.FSU.EDU
Phone:
Email:

- i. The respondent has read and understands the Contract terms and conditions, and the submission is made in conformance with those terms and conditions.
- j. If an award is made to the respondent, the respondent agrees that it intends to be legally bound to the Contract that is formed with the University.
- k. The respondent has made a diligent inquiry of its employees and agents responsible for them that he or she has not participated in any communication, consultation, discussion, agreement, collusion, act or other conduct inconsistent with any of the statements and representations made in the response.
- l. The respondent shall indemnify, defend, or hold harmless the Buyer and its employees against any cost, damage, or expense which may be incurred or be caused by any error in the respondent's preparation of its solicitation.
- m. All information provided by, and representations made by, the respondent are material and important and will be relied upon by Buyer in awarding the Contract. Any misstatements shall be treated as fraudulent concealment from the Buyer of the true facts relating to submission of the solicitation. A misrepresentation shall be punishable under law, including, but not limited to, Chapter 817 of the Florida Statutes.

Terms and Conditions
All respondents are subject to the terms of the following sections of this solicitation, which, in case of conflict, shall have the order of precedence listed:

- Technical Specifications
 - Special Conditions and Instructions
 - Instructions to Respondents
 - General Conditions and
 - Introductory Materials
- The Buyer objects to and shall not consider any additional terms or conditions submitted by a respondent, including any appearing in documents attached as part of a respondent's response. In submitting its response, a respondent agrees that any additional terms or conditions, whether submitted intentionally or inadvertently, shall have no force or effect. Failure to comply with terms and conditions, including those specifying information that must be submitted with a response, shall be grounds for rejecting a response.

Sourcing Tool Training
Solicitations will be conducted using the Purchasing Services Sourcing Tool Training. Training materials can be found at: www.purchasing.fsu.edu

Note: It is your responsibility to verify that your response is accurately and completely captured within the University's electronic solicitation system. You must do this while there is time remaining in the response period in case you discover an error and need to resubmit a revised solicitation response.

Email Notification
Respondents are reminded that email notifications are an option provided to respondents as a courtesy. The University is not under any obligation to provide, and does not guarantee that respondents will receive, email notifications concerning any posting, amendment(s) or close of solicitations. You are responsible to check the system for information and updates concerning solicitations.

1. SOLICITATION RESPONSE DELIVERY: IT IS STRONGLY RECOMMENDED THAT YOU SUBMIT YOUR SOLICITATION AS EARLY AS POSSIBLE. YOU SHOULD ALLOW TIME TO RECEIVE ANY REQUESTED ASSISTANCE AND TO RECEIVE VERIFICATION OF YOUR SUBMITTAL; WAITING UNTIL THE LAST HOURS OF THE SOLICITATION COULD IMPACT THE TIMELY SUBMITTAL OF YOUR SOLICITATION. DO NOT RELY ON THE UNIVERSITY'S ELECTRONIC SOLICITATION SYSTEM TIME REMAINING CLOCK. THE OFFICAL SOLICITATION CLOSING TIME SHALL BE AS REFLECTED IN THE TABLE ON THIS PAGE. Delivery of a response to the University Post Office or any other place on the University campus is not acceptable. Offers by telephone are not acceptable under any circumstances.
2. NO RESPONSE SUBMITTED: If not submitting a response to this solicitation, respond by selecting a response code in the system which most represents the reason for not responding this particular solicitation.
3. PUBLIC OPENING AND TABULATION: Responses shall be opened electronically on the date and at the location indicated on the Timeline. Respondents may, but are not required to, attend. The Buyer may choose not to announce prices or release other materials pursuant to s. 119.07(1) (b), Florida Statutes. Any person requiring special accommodation because of a disability should contact the Purchasing Services Buyer at least five (5) workdays prior to the solicitation opening. If you are hearing or speech impaired, please contact the Buyer by using the Florida Relay Service at (800 955-8771 (TDD). Response tabulations can be viewed electronically after a solicitation has been posted for award. In accordance with s.119.07 (3)(m), Florida Statutes, public review of responses to a competitive solicitation may be denied until the notice of a decision is posted or until 10 days after the competitive solicitation display, whichever occurs first. In accordance with s.119.071 (2) (a), Florida Statutes, public review of responses to an invitation to negotiate may be denied until the agency provides notice of a decision or intended decision pursuant to s. 120.57(3)(a) or within 20 days after the final competitive sealed replies are all opened, whichever occurs first.

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4. PRICES, TERMS and PAYMENT: Prices offered shall be firm and include all packing, handling, shipping charges and delivery to the destination shown herein.

(a) TAXES: Florida State University does not pay Federal Excise or Florida Sales Tax on direct purchases of tangible personal property. The appropriate exemption number will be printed on the face of the purchase order. This exemption does not apply to purchases of tangible personal property made by contractors who use the tangible personal property or service in the performance of contracts for the improvement of University-owned real property as defined in Chapter 192, F.S.
(b) DISCOUNTS: A cash discount for prompt payment 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. Responders are encouraged to reflect cash discounts in the unit prices proposed.

(c) MISTAKES: Responders are expected to examine the specifications, delivery schedule and all instructions pertaining to supplies and services. Failure to do so will be at Responder's risk. In case of a mistake in extension, the unit price will govern.

(d) CONDITION AND PACKAGING: It is understood and agreed that any item offered or shipped as a result of this competitive solicitation shall be a new, 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.

(e) SAFETY STANDARDS: Unless otherwise stipulated in the Competitive Solicitation, all manufactured items and fabricated assemblies shall comply with applicable requirements of Occupational Safety and Health Act and any standards thereunder.

(f) UNDERWRITERS' LABORATORIES: Unless otherwise stipulated in the competitive solicitation, all manufactured items and fabricated assemblies shall carry U.L. approval and reexamination listing where such has been established.

(g) INVOICING AND PAYMENT: The contractor shall be paid after delivery and acceptance of the goods, less deduction if any, and submission to the University of a properly certified invoice at the prices stipulated on the purchase order. Invoices shall contain the purchase order number. An original and three (3) copies of the invoice shall be submitted. Failure to follow these instructions may result in delay in processing invoices for payment. INTEREST PENALTIES: Payment shall be made in accordance with Section 215.422, F.S., which provides that agencies have 5 working days to inspect and approve goods and services, unless the Competitive Solicitation specifications or the purchase order specify otherwise. If payment is not made within 40 days, measured from the latter of the date the correct invoice is received or the goods or services are received, inspected and approved, a separate interest penalty set by the Comptroller pursuant to Section 55.03, F.S., will be due and payable in addition to the invoice amount. To obtain the applicable interest rate contact the Payable & Disbursement Services at (850) 644-5021. Payments to health care providers shall be made not more than 35 days from the date the eligibility for payment is determined, and the Interest rate is 1% per month. Invoices returned to vendor due to errors will result in payment delay. Interest penalties of less than \$1.00 will not be paid unless the vendor requests payment. Invoice payment requirements do not start until a properly completed invoice is provided the University. A Vendor ombudsman, whose duties include acting as an advocate for vendors who may be experiencing problems in obtaining timely payment(s) from the University, may be contacted at (850) 644-0065, or by calling the Purchasing Services Department at 850-644-6850. Respondents may be contacted regarding electronic invoice submission and electronic payment options. Over the life of a contract, changes to billing formats or data elements required by the University may occur. Contractors and sub-contractors will be required to adhere to these changes for all billing purposes. The University has implemented a purchasing card program, using the VISA platform. Vendors may receive payment from the University by the State's Purchasing Card in the same manner as any other VISA purchases. P-card Visa acceptance for purchase may be highly recommended for particular solicitations, but is not the exclusive method of payment. If the University changes its P-card platform during the contract period resulting from a solicitation, the awardee shall make any necessary changes to accommodate the University's new P-card platform within 30 days of notification of such change.

5. DELIVERY: Unless actual date of delivery is specified (or if specified delivery cannot be met), provide proposed delivery date in solicitation response. . Delivery time may become a basis for making an award (see solicitation specifications). Delivery shall be within the normal working hours of the university, Monday through Friday, unless otherwise specified.

6. MANUFACTURER'S NAMES AND APPROVED EQUIVALENTS: 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 responder may offer any equivalent brand or product that meets or exceeds the specifications for an item(s). However, a Responder shall not be allowed to offer more than one brand or equivalent product on any one item. It is the Responder's

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responsibility to select the single equivalent brand or product that his firm sells which meets all specifications and is the lowest in cost. If a responder offers more than one equivalent brand or product on an item, only the equivalent brand or product offering the lowest response shall be considered. If an offer is based on an equivalent brand or product, the manufacturer's name and number must be indicated on the response form. Responder shall submit with his response cuts, sketches, and descriptive literature, and/or complete specifications. Reference to literature submitted with a previous response will not satisfy this provision. The Responder shall also explain in detail the reason(s) why the proposed equivalent will meet the specifications and not be considered an exception thereto. Florida State University reserves the right to determine acceptance of item(s) as an approved equivalent. Responses which do not comply with these requirements are subject to rejection. Responses lacking any written indication of intent to offer an alternate brand will be received and considered in complete compliance with the specifications as listed on the solicitation form. The Director of Purchasing 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 the University unless evidenced by an addendum issued by the Purchasing Department.

7. CONFLICT OF INTEREST: The award hereunder is subject to the provisions of Chapter 112, F.S. All offerors must disclose with their response the name of any officer, or agent who is also an employee of the State of Florida, or any of its agencies. Further, all offerors must disclose the name of any State employee who owns, directly or indirectly, an interest of five (5) percent or more in the offeror's firm or any of its branches.

8. AWARDS: The University reserves the right to make award(s) by individual item, group of items, all or none, or a combination thereof; to reject any and all responses or waive any minor irregularity or technically in responses received. When it is determined there is competition to the lowest responsive responder, evaluation of the other responses is not required. Responders are cautioned to make no assumption unless their response has been evaluated as being responsive.

9. ADDITIONAL QUANTITIES: For a period not exceeding ninety (90) days from the date of acceptance of this offer by the university, the right is reserved to acquire additional quantities up to the amount shown on the solicitation, but not to exceed \$75,000, at the prices listed on the response to this competitive solicitation. If additional quantities are not acceptable, the electronic response must be noted "RESPONSE IS FOR SPECIFIED QUANTITY ONLY."

10. SERVICE AND WARRANTY: Unless otherwise specified, the responder shall define any warranty service and replacements that will be provided during and subsequent to this contract. Responders must explain in the electronic response to what extent warranty and service facilities are provided.

11. SAMPLES: Samples of items, when called for, must be furnished free of expense, on or before solicitation opening time and date, and if not destroyed may, upon request, be returned at the responder's expense. Each individual sample must be labeled with responder's name, manufacturer's brand name and number, solicitation 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 response. If instructions are not received within this time, the commodities shall be disposed of by Florida State University.

12. NONCONFORMANCE TO CONTRACT CONDITIONS: Items may be tested and/or inspected for compliance with specifications by any appropriate testing facilities. Should the items fail testing, the University may require the offerors to reimburse the University for all costs incurred by the University 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 vendor's expense. Items delivered which do not comply with the competitive solicitation specification and items not delivered as per delivery date in solicitation and/or purchase order may result in responder being found in default. In which event, any and all procurement costs may be charged against the defaulting vendor. Any violation of these stipulations may also result in:

(a) Supplier's name being removed from the Purchasing Department's vendor mailing list.

(b) All State departments being advised not to do business with the supplier without written approval from the Division of Purchasing until such time as the supplier reimburses the University for all procurement and cover costs and advises the Division of corrective action taken to preclude recurrence of such failure to perform.

13. INSPECTION, ACCEPTANCE AND TITLE: Inspection and acceptance will be at the destination location unless otherwise provided. Title and risk of loss or damage to all items shall be the responsibility of the vendor named on the purchase order until accepted by the University, unless loss or damage results from negligence by the University. The vendor named on the purchase order shall be responsible for filing, processing and collecting all damages claims. However, to assist him in the expeditious handling of damage claims, the University will:

(a) Report any evidence of visible damage on all copies of the delivering carrier's Bill of Lading.

(b) Report damage (visible and concealed) to the carrier and contract supplier, confirming such reports in writing, within 15 days

Event Details (cont.)

PeopleSoft Strategic Sourcing

Event ID	Format	Type	Page
FSU01-0000001161	Sell	RFX	11
Event Round	Version		
1	1		
Event Name	RFX ITB5552-A WOMEN'S SOCCER TEAM AIR CHARTER 2012		
Start Time	Finish Time		
03/16/2012 09:30:00 EST	04/06/2012 14:00:00 EST		

Event Currency: US Dollar
Bids allowed in other currency: No

Bidder: PUBLIC EVENT DETAILS

Submit To: Florida State University
UNIV CTR BLDG A RM 1400
282 CHAMPIONS WAY
TALLAHASSEE FL 32306-2370
United States

Contact: RIVERS, WILMA
Phone: 850/644-6850
Email: WRIVERS@ADMIN.FSU.EDU

of delivery, requesting that the carrier inspect the damage merchandise.

14. **INTERPRETATIONS/DISPUTES:** Respondents shall address all questions regarding this solicitation to the Purchasing Services Buyer. Questions must be submitted via The Florida State University's electronic solicitation system and must be RECEIVED NO LATER THAN the time and date reflected on the Timeline. Questions shall be answered in accordance with the Timeline. All questions submitted shall be published and answered in a manner that all respondents will be able to view. Respondents shall not contact any other employee of the University for information with respect to this solicitation, except the Buyer (sole point of contact). Each respondent is responsible for monitoring the site for new or changing information. The Buyer shall not be bound by any verbal information or by any written information that is not contained within the solicitation documents or formally noticed and issued by the Buyer's contracting personnel. Questions to the Procurement Buyer or to any Buyer personnel shall not constitute formal protest of the specifications or of the solicitation.

15. **NOTICE OF SOLICITATION BONDING REQUIREMENT:** Any person who files an action protesting a decision or intended decision by the University pursuant to Section 120.57(3)(b), F.S., Rule 6C-18.055(3) and Rule 6C2-2.015(13) of the Florida Administration Code (FAC) shall post with the University at the time of filing the formal, written "Notice of Protest", a bond payable to the University in an amount equal to 10 percent of the total dollar amount of responder's response or \$10,000, whichever is less. The bond shall be conditioned upon the payment of all costs which may be adjudged against the protestor in the administrative hearing in which the action is brought and in any subsequent appellate court proceeding. In lieu of a bond, the University may accept a cashier's check or money order in the amount of the bond. FAILURE TO FILE THE PROPER BOND AT THE TIME OF FILING THE FORMAL PROTEST WILL RESULT IN A DENIAL OF THE PROTEST.

16. **GOVERNMENTAL RESTRICTIONS:** In the event any governmental restrictions may be imposed which would necessitate alteration of the material, quality, workmanship or performance of the items offered on this response prior to their delivery, it shall be the responsibility of the successful responder to notify the university at once, indicating the specific regulation which required an alteration. The University reserves the right to accept any such alteration, including any price adjustments occasioned thereby, or to cancel the contract at no expense at the University.

17. **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 responses received in response hereto and shall govern any response by the Florida State University by and through its officers, employees, and authorized representatives, or any other person, natural or otherwise. Lack of knowledge by any responder shall not constitute a cognizable defense against the legal effect thereof.

18. **PATENTS AND ROYALTIES:** The responder, without exception, shall indemnify and save harmless Florida State University 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 any purchase order resulting from this solicitation, including its use by Florida State University. If the responder uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the response price shall include all royalties or cost arising from the use of such design, device, or materials in any way involved in the work.

19. **ADVERTISING:** In submitting a response, responder agrees not to use the results therefrom as a part of commercial advertisement.

20. **ASSIGNMENT:** Any Purchase Order issued pursuant to this solicitation and the monies which may become due hereunder are not assignable except with the prior written approval of the University.

21. **LIABILITY:** The responder shall hold and save Florida State University, its Trustees, agents, and employees harmless against claims by third parties resulting from the responder's breach of negligence in connection with any purchase order resulting from this solicitation.

22. **FACILITIES:** The University reserves the right to inspect the responder's facilities during normal business hours with prior notice.

23. **DISQUALIFICATION OF RESPONDER:** Only one response from an individual, firm, partnership, corporation or association under the same or different names will be considered. Reasonable grounds for believing that a responder is involved in more than one response for the same item will be cause for rejection of the highest response in which such responders are believed to be involved. Any or all responses will be rejected if there is reason to believe that collusion exists between responders. Responses in which the prices obviously are unbalanced will be subject to rejection.

24. **MULTIPLE RESPONSES:** : When multiple responses to a competitive solicitation are received that are equal in all respects, the University shall give preference to responses that include commodities manufactured in the State, Florida businesses, businesses

Event Details (cont.)

PeopleSoft Strategic Sourcing

Event ID	Format	Type	Page
FSU01-0000001161	Sell	RFx	12
Event Round	Version		
1	1		
Event Name			
RFx ITB5552-A WOMEN'S SOCCER TEAM AIR CHARTER 2012			
Start Time		Finish Time	
03/16/2012 09:30:00 EST		04/06/2012 14:00:00 EST	

Event Currency: US Dollar
Bids allowed in other currency: No

Bidder: PUBLIC EVENT DETAILS

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UNIV CTR BLDG A RM 1400
282 CHAMPIONS WAY
TALLAHASSEE FL 32306-2370
United States
RIVERS, WILMA
850/644-6850
Email: WRIVERS@ADMIN.FSU.EDU

with a drug-free workplace program, or foreign manufacturers located in the state to determine the contract award. If none of these conditions exist and two or more responses are equal in every respect, the University will use a toss of a coin to select the successful response.

25. POSTING OF SOLICITATION RESPONSE TABULATIONS AND NOTICE OF PROTEST: Based on the evaluation, on the date indicated on the Timeline the Buyer shall electronically post a notice of intended award at www.purchasing.fsu.edu. The Buyer shall not provide tabulations or notices of award by telephone. The University reserves the right to contact the awarded bidder(s) offline. Any person who is affected adversely by the University's decision or intended decision in connection with this solicitation shall file a written "Notice of Protest" with the Director of Purchasing within 72 hours after the hour and date listed on the "Solicitation Response Tabulation" as the "Posting Time Date." A "Notice of Protest" is considered filed when it is received at the following address: Florida State University, Purchasing Services Department, A1400 University Center, 282 Champions Way, Tallahassee, FL 32306-2370. Failure to file a "Formal Protest" and the required bond under Rule 6C-18.055(3) FAC, and 6C2-2.015(13), within 10 days after filing the "Notice of Protest" shall constitute a waiver of proceedings under Section 120.57(3), (b), Florida Statutes.

26. PRIDE: It is expressly understood and agreed that articles available from the corporation identified under Chapter 946 F.S., which are the subject of, or required to carry out any purchase order resulting from this solicitation, shall be purchased from said corporation in the same manner and under the same procedures set forth in section 946.515(2), and (4), F.S.; and for purposes of this purchase order the person, firm, or other business entity carrying out the provisions of this purchase order shall be deemed to be substituted for the University insofar as dealings with such corporation are concerned.

27. EQUAL OPPORTUNITY EMPLOYER: 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 regard to race, color, religion, sex or national origin, and the implementing rules and regulations prescribed by the Secretary of Labor are incorporated herein.

28. PUBLIC RECORDS: Any material submitted in response to this Competitive Solicitation will become a public document pursuant to Section 119.07, F.S. This includes material which the responder might consider to be confidential or a trade secret. Any claim of confidentiality is waived upon submission, effective after opening pursuant to Section 119.07, F.S.

29. ADDITIONAL TERMS AND CONDITIONS: No additional terms and conditions included with the solicitation response shall be evaluated or considered and any and all such additional terms and conditions shall have no force and effect and are inapplicable to this solicitation. If submitted either purposely through intent or design or inadvertently appearing separately in transmittal letters, specifications, literature, price lists or warranties, it is understood and agreed the general and special conditions in this competitive solicitation are the only conditions applicable to this solicitation and the responder's authorized signature affixed to the responder acknowledgment form attests to this.

30. PUBLIC ENTITY CRIME: A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity, may not submit a response on a competitive solicitation with a public entity for the construction or repair of a public building or public work, may not submit responses on leases or real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity for a period of 36 months from the date of being placed on the convicted vendor list.

31. UNAUTHORIZED ALIENS: The employment of unauthorized aliens by any Contractor is considered a violation of Section 274A (e) of the Immigration and Nationality Act. If the contractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of any purchase order resulting from this Competitive Solicitation.

32. JURISDICTION: Any purchase order or contract resulting from this Competitive Solicitation will be governed by and under the Jurisdiction of the Law and Rules of Florida and any provisions in conflict there with shall be void and of no effect.