

THE DISTRICT BOARD OF TRUSTEES OF
PENSACOLA STATE COLLEGE, FLORIDA
1000 COLLEGE BOULEVARD
PENSACOLA, FL 32504-8998

April 24, 2012

ITB 4-2011/2012

GROUNDS MAINTENANCE SERVICES
FOR
PENSACOLA STATE COLLEGE

The District Board of Trustees of Pensacola State College, Florida hereby extends an Invitation to Bid (ITB) for Grounds Maintenance Services for Pensacola State College.

The Bid opening deadline is **Wednesday, May 23, 2012 at 2:00 p.m. local time**. All Bids must be mailed or delivered to the address listed below:

Pensacola State College
Todd Harrington
Purchasing Coordinator
1000 College Blvd
Bldg 7, Room 737
Pensacola, FL 32504

I. GENERAL CONDITIONS

SEALED BIDS: An original and three (3) copies must be mailed or delivered to the attention of Todd Harrington, Purchasing Coordinator and be received in the Purchasing and Auxiliary Services Office, Pensacola State College, Barfield Administration Building 7 Room 737, 1000 College Boulevard, Pensacola, Florida 32504-8998 or be delivered to the Bid opening site, no later than **Wednesday, May 23, 2012 at 2:00 p.m. local time** and shall be clearly marked **Sealed BID 4-2011/2012 – Grounds Maintenance Services**.

BID EVALUATION: An evaluation committee meeting, in accordance with FS 286.011(1), is scheduled to be held on **Tuesday, May 29, 2011 at 10:00 a.m.** in the Barfield Administration Building No. 7, Room 737, 1000 College Boulevard, Pensacola, Florida 32504-8998. Bid tabulations and award recommendations will be posted in the Purchasing Department, Pensacola State College and online at http://www.pensacolastate.edu/purchasing/current_tabulations.asp . Posting normally occurs within 10 days of bid opening date.

1. **INSTRUCTIONS TO BIDDERS:** To insure consideration of your bid, please follow these instructions. Bids not in compliance with conditions specified herein are subject to rejection.
2. **FACSIMILE BIDS:** Due to the requirement of sealed ITB responses, facsimile bids will not be acceptable as valid responses.

3. **DETERMINING FACTORS:** Services, costs, specifications and capability to provide these services and equipment will be determining factors in the awarding the Bid.
4. **QUESTIONS REGARDING ITB:** Pensacola State College has made every effort to provide prospective bidders with the information needed to appropriately respond to this ITB. The College realizes that some clarification, interpretation, or additional information may be required.

Questions regarding any portion of this ITB shall reference the ITB number and be directed in writing to:

Pensacola State College
Todd Harrington
Purchasing Coordinator
1000 College Blvd
Pensacola, FL 32504

Questions may also be submitted by e-mail (tharrington@pensacolastate.edu) or faxed to the attention of the Purchasing Coordinator at (850) 484-1839.

All such written requests must be received no later than **4:00 PM, local time, Thursday, May 10, 2011**. Responses to all requests for more information will be included in any addenda and will be made available to all Bidders by **Tuesday, May 15, 2011**. Any requests for information received after the **May 15th** deadline may not receive a response. Responses will not be made orally.

No interpretation shall be considered binding unless provided in writing by the College in response to requests in full compliance with this provision. Bidders shall thoroughly examine and be familiar with the Bid Package. The failure or omission of any responder to receive or examine these documents shall in no way relieve any bidder of obligations with respect to this Bid or the subsequent contract or purchase order.

5. **DISCUSSIONS:** Informal communication shall cease on the date of issuance of this ITB and formal communications shall commence until bid is awarded. The Bidder must not discuss bid information, except for clarification requested by the College Purchasing Coordinator, prior to the posting of the Bid results, with any employee, board member or authorized representative of the College. Violation of this restriction will result in **REJECTION** of the said bid.
6. **ADDENDA:** All addenda issued during the time of bidding shall become part of the Bid Documents, and receipt thereof must be acknowledged in writing with the proposal. The College accepts no responsibility for inaccurate Bids due to missed information contained in any addendum. Each Bidder should ensure that they have received all addenda and amendments to the ITB before submitting their bid. Please access the college web site at http://www.pensacolastate.edu/purchasing/current_solicitations.asp for any addenda.
7. **LATE BIDS:** It is the Bidder's responsibility to make certain that his/her bid is in the hands of the Purchasing Coordinator prior to the opening time at the specified location. The College accepts no responsibility for late or misdirected mail deliveries. Late Bids will not be considered.

8. **BID OPENING:** Shall be public, on the date, location and the time specified in the ITB. It is the bidders' responsibility to assure that his/her Bid is delivered at the proper time and place of the Bid Opening. Bids which for any reason are not delivered as specified will not be considered. Offers by telegram, telephone or fax are not acceptable. A Bid may not be altered after opening of the Bids.
9. **EXECUTION OF PROPOSAL:** Bids shall contain a manual signature of authorized representative in the space provided. Bids must be typed or printed in ink. Use of erasable ink is not permitted. All corrections made to bid price or terms must be initialed.
10. **CONFLICT OF INTEREST:** The award there under is subject to the provision of Chapter 112, Florida Statutes. Proposers must disclose with their Proposal the name of any officer, director, or agent who is also an employee of Pensacola State College. Further, all bidders must disclose the name of any Pensacola State College employee who owns directly or indirectly, an interest of five percent (5%) or more in the proposer's firm or any of its branches.
11. **CLARIFICATION:** The College reserves the right to request clarification of information submitted and to request additional information of Bidder, if needed.
12. **CONSIDERATION OF BIDS:** As its best interest may require and at its sole discretion, Pensacola State College reserves the right to make award(s) by the individual service, group of services, all or none, or any combination thereof and to accept the bid that embraces such combination of proposals and alternates or options as may promote the best interest of the College; to reject any and all Bids or waive any minor irregularity, technicality or element deemed immaterial by the College, at its sole discretion, in the Bids received. The College reserves the right but is not obligated, to negotiate with the prevailing responder in order to improve a term or condition so that it is more beneficial to the College. All such waivers or negotiations, and the justifications therefore, will be reduced to writing. Bidders are cautioned to make no assumptions unless their Bid has been evaluated as being responsive to all bid requirements, submission requirements, general conditions and special conditions of this Invitation to Bid. The College shall not be responsible for any cost or expense incurred by the Bidder in preparing or submitting a bid or any cost prior to the execution of the contract agreement. In the event of an error in extending the total cost of any item, the unit price submitted will prevail.
13. **QUALIFYING BIDDERS:** The College reserves the right to require a Bidder to submit such evidence of qualifications as it may deem necessary and may consider any evidence available concerning the financial and other qualifications of the Bidder.
14. **BID AWARD:** Award is expected to be made to the Bidder who best meets the requirements of Pensacola State College considering responsibility, responsiveness and price. A purchase order detailing agreed terms will be rendered between the College and the successful proposer. Terms of the contract will include any and all items as specified in the proposal, plus mutually agreed terms and conditions.
15. **GOVERNMENTAL RESTRICTION:** In the event any court ruling, administrative rule, or governmental restrictions are interpreted or imposed so as to necessitate alteration of the material quality of the services offered in this Bidder to its completion, it shall be the specific regulation which required an alteration. The College reserves the right to accept any such alteration, including any price adjustments occasioned thereby, or to cancel the contract at no

further expense to the College.

16. **DEFAULT:** Failure to perform according to this ITB and/or resulting contract or purchase order shall be cause for your firm to be found in default in which event any and all re-procurement costs may be charged against your firm. Any violations of these stipulations may also result in the Bidder's name being removed from the College vendor mailing list.
17. **LEGAL REQUIREMENTS:** Applicable provisions of all Federal, State, county and local laws and of all ordinances, rules, written opinions and regulations thereof shall govern development, submittal and evaluations of all Bidders received in response hereto and shall govern any and all claims and disputes which may arise between those submitting a Bidder response hereto and the College. Lack of knowledge by any Bidder shall not constitute a cognizable defense against the legal effect thereof.
18. **PUBLIC RECORDS:** Any material submitted in response to this Request for Bidders will become a public document pursuant to Section 119.07, Florida Statutes. This includes materials which the Bidder 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(3) Florida Statutes.
19. **REASONABLE ACCOMMODATIONS:** Any person(s) requiring reasonable accommodations, in accordance with the provision of the American with Disabilities Act, for attendance at the Bid opening, will contact the Office of the Purchasing Coordinator at least seventy-two (72) hours in advance of the scheduled pre-bid conference or Bidder submission deadline.
20. **PROTESTING A DECISION:** In accordance with Section 287.042(2) (c), Florida Statutes, any person who files an action protesting a decision or intended decision pertaining to contracts administered or purchases by the College pursuant to Section 120.57(3) (b), Florida Statutes, shall post at the time of filing the formal written protest, a bond payable to the College in an amount equal to 1 percent of the estimated contract amount. The bond shall be conditioned upon the payment of all costs which may be adjudged against him or her in the administrative hearing in which the action is brought and in any subsequent appellate court proceeding. In lieu of a bond, the College may accept a cashier's check, official bank check, or money order in the amount of the bond. If, after completion of the administrative hearing process and any appellate court proceedings, the college prevails, it shall recover all costs and charges which shall be included in the final order or judgment, excluding attorney's fees. Upon payment of such costs and charges by the person protesting the award, the bond, cashier's check, official bank check, or money order shall be returned to him or her. If the person protesting the award prevails, he or she shall recover from the College all costs and charges which shall be included in the final order of judgment, excluding attorney's fees. The formal written protest shall state with particularity the facts and law upon which the protest is based. Saturdays, Sundays, and state holidays shall be excluded in the computation of the 72-hour time periods provided by this paragraph.
 - A. Protest to the Solicitation. With respect to a protest of the terms, conditions, and specifications contained in a solicitation, including any provisions governing the methods for ranking bids, proposals, or replies, awarding contracts, reserving rights of further negotiation, or modifying or amending any contract, the notice of protest shall be filed in writing within 72 hours after the posting of the solicitation.

B. Protest to a Solicitation Amendment. Any notice of intent to protest or formal written protest to any amendment issued by the College must be filed within the time limits set forth in Section 120.57(3) (b), Florida Statutes. The formal written protest shall be filed within 10 days after the date the notice of protest is filed.

C. Protest of a Decision to Award or Notice of Intent to Recommend an Award. Any person who is adversely affected by the College's decision or intended decision shall file a notice of protest in writing within 72 hours after the posting of the notice of decision or intended decision. Any notice of protest or formal written protest to the award or intended award which is filed before the bid tabulation posting is null and void. To be considered a notice of intent to protest and a formal written protest must be filed within the time limits set forth in Section 120.57(3) (b), Florida Statutes.

21. **PIGGYBACK LANGUAGE:** With the consent and agreement of the successful bidder(s) purchases may be made under this ITB by other community colleges, state universities, district school boards and by other educational institutions or governmental entities within the state of Florida. Such purchases shall be governed by the same terms and conditions stated in the proposal solicitation as provided in State Board of Education Rule 6A-14.0734 (2) (c).
22. **PUBLIC ENTITY CRIME:** A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit Proposals on leases of 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 in excess of the threshold amount provided in FS 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list. By signing and submitting the Bid Forms, bidder attests that they have not been placed on the "Convicted Vender List".
23. **TAXES:** Sales to Pensacola State College are exempt from state sales tax. State sales tax certificate of exemption number 85-8012557294C-2 will be issued upon request.
24. **INSURANCE:** The successful bidder shall provide appropriate insurance as indicated hereafter:
 - (a) Worker's compensation insurance as required by Chapter 440, Florida Statutes, covering the successful firm's employees;
 - (b) General public liability insurance against bodily injury, personal injury, and property damages, in limits of not less than \$200,000.00 each occurrence; \$300,000.00 per aggregate. The District Board of Trustees, Pensacola State College, Florida shall be named as an additional insured on the contractor's policy.
 - (c) Automotive liability insurance for all owned, hired and non-owned autos against bodily injury and property damage, in limits of not less than \$200,000.00 each occurrence; \$300,000.00 per aggregate.
 - (d) Certificates evidencing that all of the above listed insurance(s) are in force, shall be forwarded to the Purchasing and Auxiliary services office prior to any work beginning. The Certificate of General Public Liability Insurance shall list The District Board of Trustees, Pensacola State College, Florida, as additional insured. All policies should

have A.M. Best Rating of A+ or better. Failure to maintain the required insurance may result in a termination of the contract at the Certificate Holder's option.

25. All prices shall be **FOB Pensacola State College**, 1000 College Boulevard, Pensacola, FL 32504-8998.
28. **All bids shall be submitted on this bid form, and shall be properly signed by an authorized representative, of the firm or entity submitting the bid, in order to be considered. Failure to complete and return response on this form may be cause for rejection of the response.**

NOTE: Any and all special conditions and specifications attached hereto which vary from these general conditions shall have precedence and shall control.

We look forward to your participation in submitting a bid for consideration. Any questions or concerns should be addressed to the Purchasing Coordinator (850) 484-1781.

Todd Harrington

Todd Harrington
Purchasing Coordinator

SCOPE

Pensacola State College has determined the need for Grounds Maintenance Services for several locations on the Pensacola Campus and the Downtown Center, as listed herein and as shown on the attached drawings.

SPECIFICATIONS

- 1.01 Provide all labor, material and equipment to maintain grass, planting beds and trees in the area shown on the attached drawings.
- 1.02 The area to be maintained at the Pensacola Campus along 9th Avenue and Airport Boulevard is shown in yellow on the Attachment A Drawing (Bid Item #1).
- 1.03 The area to be maintained at the Pensacola Campus along 9th Avenue north of College Boulevard is shown in orange on the Attachment B Drawing (Bid Item #2).
- 1.04 The area to be maintained at the Pensacola Campus at WSRE-TV, Building 23, the grassed area around the Building and outside the chain link fence along 12th Avenue as shown in yellow on the Attachment B Drawing (Bid Item #3).
- 1.05 The area to be maintained at the Downtown Center, 418 West Garden Street, includes the perimeter sidewalks and crimson rock between the fence and curbs and the parking lot area (all of the areas of the Downtown Center are included) is shown in yellow on the Attachment C Drawing (Bid Item #4).
- 1.06 The successful bidder shall provide a work schedule to the Grounds Manager within ten days of the award. Work crews shall notify the Grounds Manager prior to commencing work at each site, define the work to be accomplished and advise if special watering requirements are needed.
- 1.07 The successful bidder shall be responsible for the repair of any property damaged during the course of their work including irrigation heads and piping.
- 1.08 The successful bidder shall provide Material Safety Data Sheets (MSDS) for all chemicals at least three days before use. Chemicals must be applied by individuals with proper licenses. The contractor shall place appropriate pesticide warning signs in all public areas sprayed.
- 1.09 It is the responsibility of the contractor to check all grass areas, shrubs, plants, and trees for disease or insect infestations. When such disease or insect infestation is noted, the contractor shall treat the affected areas within one week under guidelines recommended by the County Extension Agency. The contractor shall notify the Grounds Manager anytime such disease or insect infestation is noted.
- 1.10 All tools must be maintained in safe operating condition and blades must be sharp.
- 1.11 **Prospective bidders are encouraged to inspect each site to be included in this bid. Please contact the Grounds Manager, Charles Knight at 850 484-1909, cell 261-5473 or cknight@pensacolastate.edu to schedule a site visit.**

- 1.12 The successful bidder shall provide the site supervisor's name(s) (including cell phone) assigned to work at Pensacola State College within 10 working days of notice of award. The site supervisor must be on site at all times when work is being performed.
- 1.13 A list of three references for which your firm has provided grounds maintenance services shall be submitted with each bid.
- 1.14 Invoices shall be submitted on a monthly basis for the previous month.
- 1.15 The College reserves the right to cancel any agreement, resultant of this bid, upon thirty (30) days written notice.
- 1.16 All pricing shall remain firm through June 30, 2012. The College reserves the right to terminate the agreement at the end of one (1) year period as per Florida Statutes Section 237.161 or to renew the agreement for successive one (1) year periods, for a total of four additional years, at its option. Renewals shall be contingent upon satisfactory performance evaluations by Pensacola State College and subject to the availability of funds.

Any price adjustment requests shall be submitted in writing by April 1, of each fiscal year, to the Purchasing Coordinator, in order to be considered for the following fiscal year.

- 1.17 Pensacola State College reserves the right to award the bid, at the discretion of the College, and further reserves the right to reject any and all bids and to waive any technicalities.

TASK TO BE PERFORMED

GRASSED AREAS	FREQUENCY
Cut grass to 2-1/2" height using riding or walk behind mower as appropriate for area. Before cutting pick up all loose paper, sticks and other debris. At completion of cutting dispose of visible clippings.	Weekly from March 1 st until November 15 th . Every other week from November until March 1 st
Trim grass to 2-1/2" around all trees and plant beds using string trimmers or other appropriate tools. Use caution to avoid scalping and damaging tree bark	Same as mowing schedule.
Edge all walks, curbs, paved areas and mulched beds with sharp vertical blade edger. Use of a string trimmer for this task will not be allowed.	Same as mowing schedule.
Sweep walks and other paved areas to remove all debris.	Same as mowing schedule.
Aerate grass areas. Remove plugs from walkways and paved areas.	March
Take soil samples, analyze and add lime as needed to achieve recommended PH. Provide sample results to Grounds Manager.	March and November
Fertilize at a rate of two pounds per 1,000 square feet of grassed area using 16-4-8 granular fertilizer with pre-emergent weed week controller.	March and November
Over seed with weed-free rye grass at a rate of 1/4 pounds per 1,000 square feet.	Early November
Fertilize with 1/2 pound of ammonium nitrate per 1,000 square feet.	Early February
Over seed with centipede grass at a rate of 1/4 pounds per 1,000 square feet.	March
Treat grass areas for fungus, fire ants and pest.	March and as needed
Sweep fertilizer and other solid materials for sidewalks and paved areas.	Each application

TREES	FREQUENCY
Prune trees to promote growth and shape development. Includes hardwood, Crepe Myrtles and flowering trees.	January
Remove and dispose of tree debris. Remove broken and dead branches and dispose debris. Note: Clean up after a named Hurricane will bid or negotiated separately.	As needed

PLANTING BEDS	FREQUENCY
Prune shrubs to maintain continuous, uniform and neat appearance. Remove dead, diseased or damaged branches.	After bloom and as need. Azaleas after bloom and before May 1 st .
Lightly trim plants and shrubs, remove weeds and trimming debris.	Same as mowing schedule.
Remove dead plants and shrubs and report type, and location to Grounds Manager.	Same as mowing schedule.
Cut edge of planting beds to provide a distinct line between grass and mulch.	Same as mowing schedule.
Reset metal edging material.	Same as mowing schedule.
Treat plants and shrubs to prevent and eliminate mold, fungus and pest.	As needed.
Report irrigation problems to Grounds Manager.	Same as mowing schedule.
Remove existing pine straw, clean beds and add 2" of fresh pine straw in all planting beds.	October and March.
Fertilize planting beds using 8-8-8 granular fertilizer at a rate of 3 pounds per 1,000 square feet.	March, June and October

PRICING

ITEM	DISCRIPTION OF WORK	TOTAL COST
1	Provide labor, materials, and equipment to maintain grass, gardens, and trees in the area along 9th Avenue and Airport Boulevard, including planters adjacent to buildings, on the Pensacola Campus in accordance with the Specifications and Attachment A drawing.	
2	Provide labor, materials, and equipment to maintain grass, gardens, and trees in the area along 9th Avenue and North of College Boulevard, including planters adjacent to buildings, on the Pensacola Campus in accordance with the Specifications and Attached attachment B drawing.	
3	Provide labor, materials, and equipment to maintain grass, gardens, and trees at WSRE Television, Building 23, and the grassed area outside the chain link fence along Tippin Avenue, on the Pensacola Campus in accordance with the Specifications and Attachment B drawing.	
4	Provide labor, materials, and equipment to maintain grass, gardens, and trees at the Downtown Center, including the parking lot, 418 West Garden in accordance with the Specifications and Attachment C drawing.	
GRAND TOTAL		

NOTE: Prospective bidders may bid on Item # 1, Item # 2, Item # 3, Item #4 or any combination without being disqualified. The Bid may be awarded on an item by item basis or in whole, at the discretion of Pensacola State College.

REFERENCES

1.

_____ /CONTACT PERSON

FIRM OR ENTITY

_____ /CITY, STATE & ZIP CODE

COMPLETE ADDRESS

_____ /TELEPHONE NUMBER

DATE OF LAST SERVICE PROVIDED

Approximate number of months for which your company has provided service for the above listed reference: _____

2.

_____ /CONTACT PERSON

FIRM OR ENTITY

_____ /CITY, STATE & ZIP CODE

COMPLETE ADDRESS

_____ /TELEPHONE NUMBER

DATE OF LAST SERVICE PROVIDED

Approximate number of months for which your company has provided service for the above listed reference: _____

3.

_____ /CONTACT PERSON

FIRM OR ENTITY

_____ /CITY, STATE & ZIP CODE

COMPLETE ADDRESS

_____ /TELEPHONE NUMBER

DATE OF LAST SERVICE PROVIDED

Approximate number of months for which your company has provided service for the above listed reference: _____

CERTIFICATION OF DRUG-FREE WORKPLACE PROGRAM

IDENTICAL ITB's - Whenever two or more Proposals which are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a Proposal received from a business that certified that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie Proposals will be followed if none of the tied vendors have a drug-free workplace program, or if all of the tied vendors have drug-free workplace programs. In order to have a drug-free workplace program a business shall:

- 1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- 2) Inform employees about the dangers of drug abuse in the workplace, the business policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- 3) Give each employee engaged in providing the commodities or contractual services that are under PROPOSAL a copy of the statement specified in subsection (1).
- 4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under PROPOSAL, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
- 5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
- 6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

AS THE PERSON AUTHORIZED TO SIGN THE STATEMENT, I CERTIFY THAT THIS FIRM COMPLIES FULLY WITH THE ABOVE REQUIREMENTS.

Signature of Representative: _____

Typed or printed name of representative: _____

Responding Proposer name: _____

PUBLIC ENTITY CRIMES
PENSACOLA STATE COLLEGE

Any person submitting a bid or qualification in response to this invitation must execute the enclosed for PUR 7068, SWORN STATEMENT UNDER PARAGRAPH 287.133(3) (A), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES, including proper check(s), in the space(s) provided, and enclose it with the bid or qualification. However, if you have provided the completed form to the submittal address listed in this Invitation and it was received on or after January 1, 1995, another completed form is not required for the remaining calendar year. THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to:

(Print name of the public entity)

By

(Print name of entity submitting sworn statement)

Whose business address is

and (if applicable) it's Federal Employer Identification No. (FEIN) is:

(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement:

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1) (b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non jury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Paragraph 287.133(1) (a), Florida Statutes, means:

1. A predecessor or successor of a person convicted of a public entity crime: or

2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133(1) (e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which Proposals or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. **(Indicate which statement applies.)**

___ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

___ The entity submitting this sworn statement, or one or more of the officers, directors, executive, partners, shareholders, employees, members, or agents who are active in management of the entity or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

___ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list **(attach a copy of the final order)**.

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

Sworn to and subscribed before me this _____ day of _____ 2010

Personally known

OR Produced identification _____ Notary Public - State of _____

My commission expires _____ (Type of identification)

(Printed, typed and/or stamped commissioned name of Notary Public)

A person or affiliate who has been placed on the convicted firm list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit Proposals on leases of real property to a public entity, may not be awarded or perform work as a firm, subfirm, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of thirty six months from the date of being placed on the convicted firm list.

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

State of _____

County of _____

_____, being first duly sworn, deposes and says that:

He/she is _____ of _____, Proposer that has submitted the attached Proposal;

He/she is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal;

Neither the said Proposer nor any of its officers, partners, owners, agent representatives, employees, or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person, to fix the price or prices in the attached Proposal or of any other Proposer, or to fix any overhead, profit or cost element of the Proposal price or the Proposal price of any other Proposers, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the Board of Trustees of Pensacola State College.

The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Proposer or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

Signed

Title

Subscribed and sworn to before me this _____ day of _____, 2010.

Title

My Commission Expires: _____

PROPOSAL SUBMITTED BY

FEDERAL TAX NUMBER: _____

COMPANY: _____

ADDRESS: _____

TELEPHONE NUMBER: _____

TYPED OR PRINTED NAME OF REPRESENTATIVE: _____

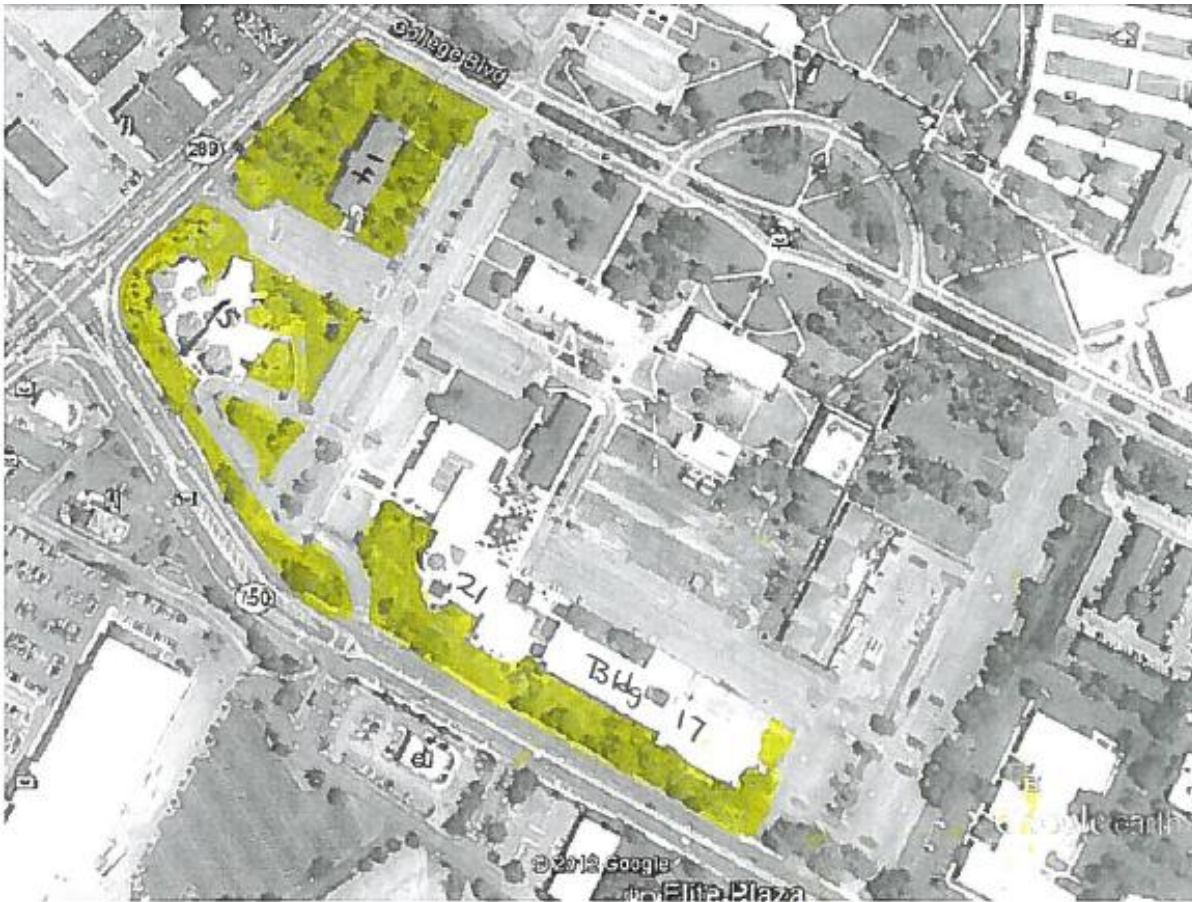
SIGNATURE OF REPRESENTATIVE: _____

EMAIL: _____ **FAX:** _____

DATE: _____

ACKNOWLEDGMENT OF ADDENDUM/S: _____

ATTACHMENT A



ATTACHMENT B



ATTACHMENT C

