

DISTRICT BOARD OF TRUSTEES
PENSACOLA JUNIOR COLLEGE
1000 COLLEGE BOULEVARD
PENSACOLA, FLORIDA 32504-8998

ITB 16-2009/2010

May 6, 2010

INVITATION TO BID (ITB) ON INFORMATION TECHNOLOGY SERVICES
NETWORK /COMMUNICATION SYSTEMS
CABLING, MAINTENANCE AND SUPPLIES
FOR
PENSACOLA JUNIOR COLLEGE

The District Board of Trustees of Pensacola Junior College, Florida hereby extends an Invitation to Bid on Information Technology Services Network/Communication Systems, Cabling, Maintenance and Supplies at Pensacola Junior College.

The Bid opening deadline is **Thursday, June 3, 2010 at 2:00 p.m. local time**. All Bids must be mailed or delivered to the attention of the Director of Purchasing and Auxiliary Services at the address listed below:

Pensacola Junior College
Angie C. Jones, Director
Purchasing and Auxiliary Services
1000 College Blvd
Bldg 7, Room 737
Pensacola, FL 32504

I. GENERAL CONDITIONS

1. **SEALED BIDS:** An original and two (2) copies must be mailed or delivered to the attention of Director of Purchasing and Auxiliary Services and be received in the Purchasing and Auxiliary Services Office, Pensacola Junior 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 **Thursday, June 3, 2010 at 2:00 p.m. local time** and shall be clearly marked **Sealed ITB 16-2009/2010** – Information Technology Services Network/Communication Systems, Cabling, Maintenance and Supplies.
2. **BID EVALUATION:** An evaluation committee meeting, in accordance with FS 286.011(1), is scheduled to be held on **Wednesday, June 9, 2010, at 2:00 p.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 Junior College. Posting normally occurs within 10 days of bid opening date.
3. **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.
4. **FACSIMILE BIDS:** Due to the requirement of sealed ITB responses, facsimile bids will not be acceptable as valid responses.

5. **DETERMINING FACTORS:** Services, costs, specifications and capability to provide these services and equipment will be determining factors in the awarding the Bid.
6. **QUESTIONS REGARDING ITB:** PJC has made every effort to provide prospective bidders with the information needed to appropriately respond to this ITB. PJC 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 Junior College
Angie C. Jones, Director
Purchasing and Auxiliary Services
1000 College Blvd
Pensacola, FL 32504

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

All such written requests must be received no later than **3:00 PM, local time, Thursday, May 20, 2010**. Responses to all requests for more information will be included in any addenda and will be made available to all Bidders by Wednesday, **May 26, 2010**. Any requests for information received after the **May 20** deadline will not receive a response. Responses will not be made orally.

No interpretation shall be considered binding unless provided in writing by Pensacola Junior 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.

7. **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 Director, 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.
8. **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.pjc.edu/visitors/vendors/currssolicit.aspx> for any addenda.
9. **LATE BIDS:** It is the Bidder's responsibility to make certain that his/her bid is in the hands of the Purchasing Director prior to the opening time at the specified location. Pensacola Junior College accepts no responsibility for late or misdirected mail deliveries. Late Bids will not be considered.
10. **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.

11. **EXECUTION OF PROSAL:** Bids must 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.
12. **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 Junior College. Further, all bidders must disclose the name of any Pensacola Junior 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.
13. **CLARIFICATION:** The College reserves the right to request clarification of information submitted and to request additional information of Bidder, if needed.
14. **CONSIDERATION OF BIDS:** As its best interest may require and at its sole discretion, Pensacola Junior College reserves the right to make award(s) by the individual service, group of services, all or none, or any combination thereof; 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.
15. **QUALIFYING BIDDERS:** Pensacola Junior 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.
16. **BID AWARD:** Award is expected to be made to the Bidder who best meets the requirements of Pensacola Junior 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.
17. **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.
18. **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 procurement costs may be charged against your firm. Any violations of these stipulations may also result in the Bidder's name being removed from Pensacola Junior College vendor mailing list.

19. **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.
20. **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.
21. **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 Director of Purchasing at least seventy-two (72) hours in advance of the scheduled pre-bid conference or Bidder submission deadline.
22. **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(5) (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.

23. **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).
24. **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.
25. **TAXES:** Sales to Pensacola Junior College are exempt from state sales tax. State sales tax certificate of exemption number 85-8012557294C-2 will be issued upon request.
26. **INSURANCE:** The successful bidder shall provide appropriate insurance as indicated hereafter:
 - (a) Valid workmen's compensation insurance as required by Chapter 440, Florida Statutes;
 - (b) General public liability insurance against bodily injury, personal injury, and property damages, in limits of not less than \$100,000.00 per claimant, and \$200,000.00 per incident or occurrence. The District Board of Trustees, Pensacola Junior College, Florida shall be named as an additional insured on the contractor's policy.
 - (c) Automotive liability insurance against bodily injury and property damage, in at least the amounts of \$100,000.00 per claimant, and \$200,000.00 per occurrence.
 - (d) Certificates evidencing that all of the previously listed insurance is 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 Junior College, Florida, as additional insured.
29. All prices shall be **FOB Pensacola Junior College**, 1000 College Boulevard, Pensacola, FL 32504-8998.
30. **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.

SCOPE

The bid is for a multiple year Time and Material service agreement for maintenance and minor revision for Information Technology Services Network/Communication Systems to include but not limited to: fiber optic cable, copper cable, coax cable, and related parts and equipment for Pensacola Junior College. The agreement will be renewable, upon mutual consent and approval by the Board of Trustees, on an annual basis, with the first term effective July 1, 2010 to June 30, 2011.

SPECIFICATIONS

- 1.01 Services shall include maintenance, repair, revisions, and additional installations to Pensacola Junior College Information Technology Services Network/Communication Systems. These services shall be offered on a time and materials basis.
- 1.02 Pensacola Junior College reserves the right to separately identify and bid as individual project(s) or make separate purchase(s) of any services, parts, materials, supplies, and/or equipment pertaining to Pensacola Junior College Information Technology Services Network/Communication Systems, Cabling, Maintenance and Supplies.
- 1.03 The successful bidder will be required to be familiar with the various buildings locations and all equipment rooms at all Pensacola Junior College locations, at the successful bidder(s)'s expense. The successful bidder will be responsible for providing services to the Pensacola Junior College District, including but not limited to the current campus, centers and sites listed below, and all future centers and sites.

PENSACOLA JUNIOR COLLEGE
Pensacola Campus
1000 College Boulevard
Pensacola, FL 32504-8998

PENSACOLA JUNIOR COLLEGE
Milton Campus
5988 Highway 90
Milton, FL 32583-1798

PENSACOLA JUNIOR COLLEGE
Warrington Campus
5555 West Highway 98
Pensacola, FL 32507-1097

PENSACOLA JUNIOR COLLEGE
Downtown Center
418 West Garden Street
Pensacola, FL 32501

PENSACOLA JUNIOR COLLEGE
South Santa Rosa Campus
5075 Gulf Breeze Parkway
Gulf Breeze FL, 32563

PENSACOLA JUNIOR COLLEGE
OTHER REMOTE LOCATIONS

- 1.04 Bids shall be based on an hourly rate. All parts will be bid at vendors cost plus a percentage markup. Rates will be consistent for all services and campuses. The rate to be calculated from the time of arrival of service personnel, on the College Site, or at the time service begins at the shop, when in-shop repairs are necessary. Round trip travel for service calls for all of the College Campus and Center Locations shall be included, at no additional cost. No additional costs shall be required for pick-up and return delivery, when shop repair is required.
- 1.05 The existing network/telephone systems are either new or have been covered by ongoing maintenance contracts and shall be accepted for coverage on an “as is” basis. There shall be no restrictions due to age of equipment other than availability of parts.

- 1.06 Each bidder shall be legitimately capable of providing parts and equipment, for use in maintaining the Pensacola Junior College Telephone Systems, for the following manufacturer parts and equipment lists:
1. Comdial
 2. Ortronics
 3. Harris/Teltronics
 4. Other PJC specified Equipment
- 1.07 A minimum of (1) one year warranty, shall apply to all contractor furnished and installed parts, materials, supplies, and/or equipment items. The warranty shall cover the cost of any and all parts, materials, supplies, and/or equipment items as well as related labor. The warranty shall cover the cost of any and all replacement parts and labor costs, required to return the equipment to its proper working condition.
- 1.08 Original Equipment Manufacturer (OEM) parts shall be used, unless alternate parts are approved by the College. The cost of replacement parts shall be the responsibility of the College and shall not exceed the actual cost of the part(s) plus the percentage mark-up as bid. The successful bidder shall be responsible for providing parts lists/price lists for all items quoted/billed to Pensacola Junior College, signed by appropriate College personnel employed in the areas for which repairs or minor revisions were performed. This parts list/price list shall show the successful bidder's costs with their percentage mark-up listed in a separate column or line. The College may, for time to time, request a copy of any invoice from the successful bidder's supplier(s) to verify the bidder's price during the life of the contract.
- 1.09 Maintenance, repairs, revisions, and additional installations, shall be performed as required by the College. Repair or service work orders, for maintenance repairs, revisions, and additional installation service calls, listing the time and materials required for completion of same, signed by appropriate College Personnel, shall accompany each invoice. Appropriate College Personnel shall be defined to be permanent, College Employees-employed in the area(s) in which, or for which, such services are performed.
- 1.10 Maximum response time per service call (for on-site repairs) including arrival of service personnel at the College site shall be within the following requirements:
- Routine: Within twenty-four (24) hours
Emergencies: Within two (2) hours
- 1.11 Payment shall be permitted on a monthly basis, for repairs completed and invoiced during each respective month of the contract period. The successful bidder shall be responsible for providing parts list/price lists for all items quoted/billed to Pensacola Junior College, signed by appropriate College personnel employed in the areas for all parts billed to the College. **Successful bidder shall present invoices to College within 30 days of completed work.**
- 1.12 The College reserves the right to cancel any agreement, resultant of this bid, upon thirty (30) days written notice.
- 1.13 All pricing shall remain firm through June 30, 2011. 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 contract 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 Junior 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 Director of Purchasing and Auxiliary Services, in order to be considered for the following fiscal year.

- 1.14 Pensacola Junior 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. Pensacola Junior College reserves the rights to consider reference data, technician profile data, Training Certificates, and other information requested, in determining bid award(s). Any award, on the basis of this bid, is contingent upon approval by the District Board of Trustees, Pensacola Junior College.
- 1.15 Submit with bid minimum of three (3) references for which your firm has provided fiber optic and copper cabling systems, data/telephone communications cabling systems, maintenance, repair services, revisions and installation services.
- 1.16 Submit with bid technicians profile data listing the training, certification and educational backgrounds of technician which will be utilized in servicing this agreement.
- 1.17 In addition to the Technician Profile Sheets, each bidder shall submit with bid, Training Certificates for the below listed systems for at least two technicians, available for providing services under this agreement. **A copy of all applicable licenses, company license, shall be submitted with bid, from each of the following companies.**
 1. BICSI – RCDD Certification
 2. BICSI Certification
 3. Ortronics/O.A.S.I.S.
- 1.18 The number of days required for completed delivery of equipment or parts, after receipt of order, shall be clearly indicated in the space provided. _____

PRICING

ON-SITE TIME AND MATERIALS: MAINTENANCE OF TELEPHONE SYSTEMS

	<u>Hourly Rate</u>
1(a) Hourly rate, Monday through Friday, 8:00 A.M. – 5:00 P.M.	_____
1(b) Hourly rate, Monday through Friday, after 5:00 P.M.	_____
1(c) Hourly rate, Weekends and Holidays	_____

Materials Rate/Markup

If parts, materials, supplies, and equipment will be provided on a mark-up basis, please indicate the mark-up(s) to be applied, on the basis of percentage above the original equipment manufacturers' current list prices, in the space provided below:

	<u>PERCENTAGE MARK-UP</u>
2. Comdial Equipment and Parts	_____
3. Ortronics Equipment and Parts	_____
4. Harris/Teltronics Equipment and Parts	_____
5. Other PJC Telecom specified Equipment and Parts	_____

THE SUCCESSFUL BIDDER SHALL BE RESPONSIBLE FOR PROVIDING PARTS PRICE LIST PAGE(S), FOR ALL PARTS, MATERIALS, SUPPLIES, AND/ OR EQUIPMENT ITEMS BILLED TO PENSACOLA JUNIOR COLLEGE, TO SUBSTANTIATE THE COSTS TO WHICH THE PERCENTAGE MARK-UP APPLIES, IN EACH INSTANCE THAT PARTS, MATERIALS, SUPPLIES, AND/OR EQUIPMENT ITEMS ARE SUPPLIED AND BILLED TO QUOTED/BILLED PENSACOLA JUNIOR COLLEGE.

REFERENCES

1.

FIRM OR ENTITY	/CONTACT PERSON
COMPLETE ADDRESS	/CITY, STATE & ZIP CODE
DATE OF LAST SERVICE PROVIDED	/TELEPHONE NUMBER

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

2.

FIRM OR ENTITY	/CONTACT PERSON
COMPLETE ADDRESS	/CITY, STATE & ZIP CODE
DATE OF LAST SERVICE PROVIDED	/TELEPHONE NUMBER

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

3.

FIRM OR ENTITY	/CONTACT PERSON
COMPLETE ADDRESS	/CITY, STATE & ZIP CODE
DATE OF LAST SERVICE PROVIDED	/TELEPHONE NUMBER

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

TECHNICIAN PROFILE SHEET

TRAINING AND EXPERIENTIAL BACKGROUND(S) OF TECHNICIAN(S)

Number of qualified technicians: _____

*Technician(s) Profile(s):

1. Name: _____

2. Title: _____

3. Educational Level: _____

4. Specific service training relative to and for which a bid to provide maintenance, repair, revisions, and installation services, as specified herein, is submitted:

5. Number of years experience with current employer (bidder) as service technician: _____

6. Total number of years experience as service technician, involving maintenance, repair, revisions, and installations of Fiber Optic Cable Systems, Data and Telephone Communications Cable Systems: _____

A copy of technician's certification(s) shall be submitted with bid.

***If additional space is required, please reproduce this page, and enclose with completed responses, for each technician.**

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 JUNIOR 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 Junior 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: _____