

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

ITB 1 - 2010/2011

July 15, 2010

**INVITATION TO BID (ITB) CISCO LAB EQUIPMENT FOR
PENSACOLA STATE COLLEGE**

The District Board of Trustees of Pensacola State College (formally Pensacola Junior College), Florida hereby extends an Invitation to Bid on a Cisco Lab Equipment for Pensacola State College.

The Bid opening deadline is **Tuesday, August 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 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 **Tuesday, August 3, 2010 at 2:00 p.m. local time** and shall be clearly marked **Sealed ITB 1-2010/2011 – Cisco Lab Equipment**.
2. **BID EVALUATION:** An evaluation committee meeting, in accordance with FS 286.011(1), is scheduled to be held on **Thursday, August 5, 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 State 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:** 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
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, Tuesday, July 27, 2010**. Responses to all requests for more information will be included in any addenda and will be made available to all Bidders by **Thursday, July 29, 2010**. Any requests for information received after the **July 27** 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.

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/cursolicit.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. The 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 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.
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 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.

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 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.
15. **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.
16. **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.
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 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.
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(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.
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 State 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 \$200,000.00 per claimant, and \$300,000.00 per incident or occurrence. 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 against bodily injury and property damage, in at least the amounts of \$200,000.00 per claimant, and \$300,000.00 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 State College, Florida, as additional insured.

27. 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 Director, Purchasing and Auxiliary Services at (850) 484-1794.

Angie C. Jones

Angie C. Jones, Director

Purchasing and Auxiliary Services

SCOPE OF PROJECT

The District Board of Trustees of Pensacola State College, Florida is accepting bids to provide Cisco Lab Equipment for the Cisco Networking Academy. The Academy is a comprehensive curriculum designed to teach students Internet technology skills and all courses are delivered through the Academy. This will be procured through a Federal Grant that will serve our Institute for Information Assurance. The project will include the following:

- A physical inventory list of the equipment shall be provided to the College upon delivery. Brand, model, and serial numbers shall be included.
- There are no substitutes since all products must work with the Cisco Networking Academy.
- **Warranty:** The manufacturer shall warrant the equipment to be free from defects in material and workmanship under normal use and service for a period of not less than one year from the date of installation. The obligation under all warranties shall be limited to the replacement of defective components and to the shipment of replaced parts to the purchaser FOB destination. Standard published warranties shall apply to any item not identified with the equipment manufacturer's trademark or trade name.
- Provide on the sheet attached a minimum of (3) references, including company name and address, phone number, and contract liaison for which your firm has provided audio visual systems of a similar nature.
- **Award:** Recommendation for Award shall be made to the lowest responsive and responsible Bidder. Bidders are cautioned to make no assumptions until the College has entered into a contract or issued a purchase order.
- The College anticipates the delivery and installation should be completed by September 30, 2010. Please note delivery and installation dates on price sheet.

BID FORM

	QTY	PART NO.	MFR	DESCRIPTION	UNIT PRICE	TOTAL
1	28	****		2 Foot Straight Through, Blue, RJ45		
2	28	****		4 Foot Straight Through, Blue, RJ45		
3	28	****		6 Foot Straight Through, Blue, RJ45		
4	22	****		2 Foot Crossover Cat5E RJ45 Ethernet Cable, Red		
5	22	****		4 Foot Crossover Cat5E RJ45 Ethernet Cable, Red		
6	22	****		C5E RJ45 Cable Eth X-Over 6 foot, Red		
7	5	AP7902	American Power Conversion	APC Switched Rack PDU - Power Distribution Strip (rack-mountable) - AC 120 V – Ethernet 10/100 - 16 Output Connector(s) - 2U		
8	12	****		8 Lead Octal Cable 68Pin to 8 Male RJ45S 10 Foot		
9	42	****		Smart Serial to Smart Serial DTE/DCE Assy, 6 Foot		
10	24	CD18-AISK9=	Cisco Systems	Cisco IOS Advanced IP Services – Complete Package - CD		
11	12	CD28N-AISK9=	Cisco Systems	Cisco IOS Advanced IP Services – Complete package - CD		
12	15	CISCO2811	Cisco Systems	Cisco 2811 Integrated Services Router - Router - EN, Fast EN - 1U		
13	31	CISCO1841	Cisco Systems	Cisco 1841 Integrated Services Router - Router - EN, Fast EN – Cisco IOS IP Base -1U		
14	45	HWIC-2A/S=	Cisco Systems	Cisco 2-Port Asynchronous/Synchronous Serial WAN Interface Card – Expansion Module - HWIC		
15	3	NM-32A=	Cisco Systems	Cisco Interface Module 32- Port Serial Expansion Module – Serial -32 ports		
16	29	WS-C2960-24TT-L	Cisco Systems	Cisco Catalyst 2960-24TT – Switch – 24 ports – EN, Fast EN– 10Base – T, 100 Base – TX + 2x10/100/1000 Base – T (uplink) – 1U		
17	8	WS-C3560-24TS-S	Cisco Systems	Cisco Catalyst 3560-24TS SMI – Switch – 24 ports – EN, Fast EN– 10Base – T, 100 Base – TX + 2 x SFP (empty) – 1U		
18	3	CON-SNT-SMS-1	Cisco Systems	Cisco SMARTnet-Extended Service Agreement-Replacement- 1 Year each - 8x5 – NBD for all Cisco equipment		
19	24	MEM1841-64D=	Cisco Systems	Cisco – Memory – 64 MB – SO DIMM 144-pin – SDRAM Cisco Approved Third Party Memory		
20	24	MEM1800-64CF	Cisco Systems	Cisco – Flash Memory card – 64 MB – Compact Flash - Cisco Approved		

				Third Party Memory		
21	2		Dell Computer	PowerEdge R710 Intel® Xeon® E5520, 2.26GHz, 8M Cache, Turbo, HT, 1066MHz Max Mem 16GB (4 X 4 GB) Memory 1333Mhz Dual Ranked RDIMMs for 1 Processor, Advanced ECC No Operating System RAID 1 for H700, PERC 6/I, H200 or SAS 6/iR Controllers PERC 6/I SAS RAID Controller, 2x4 Connectors, Internal, PCIe, 256MB Cache, x6 , 2x 500GB 7.2K RPM Near Line SAS 3.5” Hot Plug Hard Drive 2/4 – Post Static Rails DVD ROM, SATA, Internal Dual Two-Port Embedded Broadcom® NetXtreme II 5709 Gigabit Ethernet NIC		
22	1			Installation and power up testing of all Cisco equipment into racks provided by college***		
				SUBTOTAL		
				SHIPPING		
				TOTAL		

Time for delivery and installation after receipt of purchase order: _____

**There are no substitutes since all products must work with the Cisco Networking Academy.

*** College has the racks for the installation.

****No specified manufacturer. Please list manufacturer bidding.

REFERENCES

1. _____
FIRM OR ENTITY /CONTACT PERSON

COMPLETE ADDRESS /CITY, STATE & ZIP CODE

DATE OF LAST SERVICE PROVIDED /TELEPHONE NUMBER

Approximate number of months/years 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/years 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/years 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: _____