

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

RFP 12-2009/2010

March 3, 2010

**REQUEST FOR PROPOSALS FOR HIGH DEFINITION PRODUCTION SWITCHER  
SYSTEM FOR WSRE-TV FOR  
PENSACOLA JUNIOR COLLEGE**

The District Board of Trustees of Pensacola Junior College, Florida hereby extends an invitation for proposals on High Definition Production Switcher System for our public TV Station WSRE at Pensacola Junior College.

The Proposal opening deadline is **Tuesday, April 6, 2010 at 11:00 a.m. CST**. All Proposals must be mailed or delivered to the attention of the Director of Purchasing and Auxiliary Services at the address listed below:

Ms. Angie C. Jones  
Pensacola Junior College  
Barfield Administration Building  
Building 7, Room 737  
1000 College Boulevard  
Pensacola, Florida 32504-8998

The enclosed **Statement of No Proposal** (Attachment A) should be completed and mailed by Proposers declining to submit a Proposal for High Definition Production Switcher System.

**I. GENERAL CONDITIONS**

1. **SEALED PROPOSALS:** An original and three (3) 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 RFP opening site, no later than **Tuesday, April 6, 2010 at 11:00 a.m. CST** and will be clearly marked **Sealed RFP 12-2009/2010 – High Definition Production Switcher System**.
2. **INSTRUCTIONS TO PROPOSERS:** To insure consideration of your bid, please follow these instructions. Proposals not in compliance with conditions specified herein are subject to rejection.

3. **FACSIMILE PROPOSALS:** Due to the requirement of sealed RFP responses, facsimile Proposals will not be acceptable as valid responses.
4. **DETERMINING FACTORS:** Services, costs, specifications and capability to provide these services and equipment will be determining factors in the awarding of the Proposal.
5. **QUESTIONS REGARDING RFP:** PJC has made every effort to provide prospective vendors with the information needed to appropriately respond to this RFP. PJC realizes that some clarification, interpretation, or additional information may be required.

Questions regarding any portion of this RFP shall be directed, in writing, to:

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

Questions may also be submitted by e-mail ([acjones@pjc.edu](mailto: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, CST, Monday, March 15, 2010**. Responses to all requests for more information will be included in any addenda and will be made available to all Proposers on Wednesday, **March 17, 2010**. Any requests for information received after the **March 17** deadline will not receive a response. Responses will not be made orally.

Any additional information pertaining to this RFP or to the services being sought hereunder obtained in a manner other than as described in the preceding paragraph should be regarded as unofficial. PJC will not be bound in any way by information so obtained, or by a Bidder's reliance thereon.

6. **COST DISCUSSIONS:** The Bidder must not discuss cost information, except for clarification requested by the College Purchasing Director, prior to the posting of proposal results, with any employee, board member or authorized representative of the College. Violation of this restriction will result in **REJECTION** of the said bid.
7. **ADDENDA:** All addenda issued during the time of proposing shall become part of the Proposing Documents, and receipt thereof must be acknowledged in writing with the proposal (see Tab #7). The College accepts no responsibility for inaccurate proposals due to missed information contained in any addendum. Each Bidder should ensure that they have received all addenda and amendments to the RFP before submitting their proposals. Please access the college web site at

<http://www.pjc.edu/visitors/vendors/curr solicit.aspx> for any addenda.

8. **LATE PROPOSALS:** Proposals will be publicly opened, read aloud and recorded, on the date and time indicated, at the location specified in the bid request. It is the Proposer'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 Proposals will not be considered.
9. **EXECUTION OF PROPOSAL:** Proposals must contain a manual signature of authorized representative in the space provided. Proposals must be typed or printed in ink. Use of erasable ink is not permitted. All corrections made by RFP proposers to his/her Proposal price or terms must be initialed.
10. **PROPOSAL OPENING:** Shall be public, on the date, location and the time specified on the RFP cover letter. It is the proposer's responsibility to assure that his/her Proposal is delivered at the proper time and place of the Proposal opening. Proposals which for any reason are not delivered as specified will not be considered. Offers by telegram, telephone or fax are not acceptable. A Proposal may not be altered after opening of the Proposals.
11. **INTERPRETATIONS/DISPUTES:** Any questions concerning conditions and specifications shall be directed in writing to the Director of Purchasing with receipt prior to the Proposal opening. Inquiries must reference the date of Proposal opening and RFP number. No interpretation shall be considered binding unless provided in writing by Pensacola Junior College in response to requests in full compliance with this provision. Any person who is adversely affected by the College's decision or intended decision concerning a procurement solicitation or contract award and who wants to protest such decision or intended decision shall file a protest in compliance with Rule 13A-1.006(3), Florida Administrative Code. Failure to file a protest within the time prescribed in Section 120.53(5), Florida Statutes, shall constitute a waiver of proceedings under Chapter 120, Florida Statutes.

Proposers shall thoroughly examine and be familiar with the Proposal specifications. The failure or omission of any responder to receive or examine these documents shall in no way relieve any responder of obligations with respect to this Proposal or the subsequent contract.
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 proposers 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 one more Proposers, if needed.
14. **CONSIDERATION OF PROPOSALS:** 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 Proposals or waive any minor irregularity, technicality or element deemed immaterial by the college, at its sole discretion, in the Proposals 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. Proposers are cautioned to make no assumptions unless their Proposal has been evaluated as being responsive to all Proposal requirements, submission requirements, general conditions and special conditions of this Request for Proposal. The College shall not be responsible for any cost or expense incurred by the Proposer in preparing or submitting a proposal or any cost prior to the execution of the contract agreement.
15. **QUALIFYING PROPOSERS:** Pensacola Junior College reserves the right to require a Proposer 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 Proposer.
16. **BID AWARD:** Award is expected to be made to the Proposer who best meets the requirements of Pensacola Junior College considering responsibility, responsiveness and price. A written contract and/or 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 Proposal 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 RFP and/or resulting contract 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 Vendors 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 Proposals received in response hereto and shall govern any and all claims and disputes which may arise between those submitting a Proposal response hereto and the College. Lack of knowledge by any Proposer shall not constitute a cognizable defense against the legal effect thereof. Proposers have certain rights under Chapter 120, Florida Statutes. Failure to follow proper procedures for a timely protest shall constitute a waiver of all further proceedings under Florida Statute 120.53 (5).

20. **ADVERTISING:** By submitting a Proposal, responder agrees not to use the results as a part of any commercial advertising.
21. **PUBLIC RECORDS:** Any material submitted in response to this Request for Proposals will become a public document pursuant to Section 119.07, Florida Statutes. This includes materials which the responder might consider to be confidential or a trade secret. Any claim of confidentiality is waived upon submission, effective after opening pursuant to Section 119.07(3) (o) Florida Statutes.
22. **REASONABLE ACCOMMODATIONS:** Any person(s) requiring reasonable accommodations, in accordance with the provision of the American with Disabilities Act, for attendance at the scheduled pre-proposal conference or Proposal opening, will contact the Office of the Director of Purchasing at least seventy-two (72) hours in advance of the scheduled pre-proposal conference or Proposal submission deadline.
23. **PROTESTING A DECISION:** In accordance with Section 287.042, 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 120.53(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 total volume of the contract or \$5,000, whichever is less. 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 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, or money order shall be returned to him or her. If the person protesting the award prevails, he or she shall recover from the agency 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), F.S. 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.

24. **PIGGYBACK LANGUAGE:** With the consent and agreement of the successful bidder(s) purchases may be made under this RFP 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) (d).
25. **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.
26. **TAXES:** Sales to Pensacola Junior College are exempt from state sales tax. State sales tax certificate of exemption will be issued upon request.

FLORIDA SALES TAX EXEMPTION NO: 85-8012557294C-2

27. **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.

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

**II. RFP AWARD SCHEDULE:**

3/04/10	Issue RFP
3/15/10	Written questions due
3/17/10	Addendum mailed, if necessary
03/29 – 4/2/10	Spring Break - College Closed
04/06/10	Proposals due NLT 11:00 AM. CST
04/07-09/10	Committee evaluations
04/12/10	Public Evaluation at 10:00 AM CST
Week of 04/12/10	Presentations, if necessary
Week of 04/12/10	Posting of Decision

Please note that PJC reserves the right to modify this schedule as necessary to meet the needs of the college. Respondents will be notified in writing, via an RFP addendum, of any changes to this schedule.

**INSTRUCTIONS TO PROPOSERS**

- A. Proposer must propose to execute all phases of the proposal in a single bid. The proposal must be signed by an officer of your firm with the authority to commit the firm.
- B. Provide a summary description of your firm's relevant experience within the past five years.

- C. List the key individual who will be the contact for this contract and describe his/her relevant qualifications and experience. This information is required in addition to any detailed resumes the Bidder submits.
- D. It is the intent of PJC to purchase items that are operable within the systems outlined in this RFP; therefore, the Proposer is required to deliver complete, working systems. Should it be discovered that the Proposer failed to identify equipment required for fully operational systems, the Proposer shall supply those items at no charge to PJC.
- E. Any person(s) requiring reasonable accommodations, in accordance with the provisions of the American with Disabilities Act for attendance at the scheduled RFP opening shall contact the Purchasing and Auxiliary Services office, at least seventy-two (72) hours in advance of the scheduled proposal opening deadline.
- F. All prices shall be **FOB Pensacola Junior College**, WSRE TV, 1000 College Boulevard, Pensacola, FL 32504-8998.



### **III. SCOPE OF PROJECT**

Pensacola Junior College and WSRE-TV are accepting proposals to provide a high definition production switching system. The system shall include switcher control panel, electronics chassis and all interconnect cables required between frame and control panel. All items proposed must meet, at a minimum, the specifications hereinafter provided.

#### **A. General Vendor Requirements**

- The vendor should submit a mature HD production switcher system with a high degree of industry acceptance.
- The vendor should indicate the number of units of the recommended type that are in use to date. The manufacturer must have been in continuous manufacturing of HD cameras for no less than ten (10) years. The vendor must have been a seller/supporter of the equipment for no less than 3 years.
- The vendor must have a systems integration practice for initial installation and training. The vendor must demonstrate a proven track record of support/service/maintenance of the equipment, including 3 references.

#### **B. Specific product requirements**

The systems must include control panel, rack mountable electronics chassis and all necessary interconnects to complete a functional switching system. All items bid must meet, at a minimum, the specifications hereinafter provided. Respondents should reply to each requirement with their products technical specification value where applicable.

#### **C. Production Switcher System specifications:**

- A 32 button primary source 2.5 M/E control panel
- The control panel shall include source name displays on the program/preset bank and on the upstream M/E banks
- Electronics chassis should not exceed 8RU
- Redundant power required for control panel and electronics chassis
- 1080/59.94i and 720/59.94p formats
- Minimum of 48 HD-SDI inputs
- Minimum 24 HD-SDI Aux outputs
- Minimum of 2 Mix / Effect Banks
- A .5 ME program preset bus with fade to black, 2 keyers minimum

Minimum of 4 3D digital video effects devices per M/E. Digital video effects devices should include, relocation and rotation in 3D space, cropping, page turns,

page rolls, sphere, ripple, splits, mirrors and size/position modulation, multi source lighting, defocus, glow, and output recursives including trails, strobe, montage, and motion decay

- Each DVE channel should be capable of manipulating a key “cut” and “fill” signal
- Minimum of 4 linear keyers per M/E.
- Minimum of 2 chroma keyers per M/E
- Minimum of 6 still store/clip players available globally
- Clip players should support audio record/playback
- A touch screen interface for control of switcher options
- Minimum of 2 inputs that up convert standard definition video
- Minimum of 2 inputs that support non sync video sources
- Minimum of 4 aux outputs must provide color correction
- Minimum of 4 aux outputs must provide safe title / shot marker overlay
- System must control Jupiter / Venus / Concerto routing systems.
- System must control Seachange video servers via VDCP protocol.

D. **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 and turn on. 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.

#### IV. EVALUATION PROCESS

The Evaluation Team will review the responses and assign a score to each category for each Respondent. The scoring by each member of the evaluation team will be aggregated to establish an overall ranking of every Respondent by the Team. Selection of a supplier will not be made solely on the basis of the lowest price.

The Purchasing Department representative will facilitate and record the rank order assigned by each evaluator and then an overall Committee ranking will be established for each Respondent. Total scores will be used to break a tie in ranking.

All Respondents are hereby advised that the College may determine that oral interviews, additional written information, internal staff analysis and presentations, outside consultants, and/or any other information may be requested at any time during the evaluation process in order to assist with the selection of the Best Value Respondent(s). The Evaluation Committee may determine as a result of additional information that the impact of this information is significant and shall be accorded as such and may be incorporated into the scoring and/or ranking as a revision of the same and at the discretion of the Committee.

An evaluation committee meeting, in accordance with FS 286.011(1), is scheduled to be held on Monday, April 12, 2010 at 10:00 A.M. in the Barfield Administration Building No. 7, Room 736, 1000 College Boulevard, Pensacola, Florida 32504-8998. Solicitation tabulations and award recommendations will be posted in the Purchasing and Auxiliary Services Office and on the Pensacola Junior College website <http://www.pjc.edu/visitors/vendors/currtabs.aspx>

**V. EVALUATION CRITERIA**

The following criteria will be used to evaluate qualified Proposal responses and to determine the lowest or best Proposal:

Pricing	25points
Compliance with specifications	30 points
Experience	15 points
References	10 points
Deliverability	10 points
Support	10 points

Each Proposal will be evaluated and points will be awarded to each of the major criteria as stated above. Proposer with the highest total number of points will be determined to be the selected responder and the remaining respondents will be rank ordered. The contract proposer shall honor all terms and conditions of this RFP, their proposal and the subsequent contract.

Proposals shall include all of the information solicited in this RFP, and any additional information that the Proposer deems pertinent to the understanding and evaluating of the proposal. **Proposals shall be organized and sections tabbed in the following order.** The Proposer should not withhold any information from the written response in anticipation of presenting the information orally or in a demonstration, since oral presentations or demonstrations may not be solicited. All proposals shall include, at a minimum, the following information. Failure to supply all of the information requested may result in the proposal being excluded from consideration.

**Tab #1 Compliance with Specifications:**

Provide equipment and necessary information (model numbers, etc.) to prove that proposer has thorough understanding of project and ability to meet specifications.

- Tab #2      **Experience:**
- Provide a profile showing company history and work done similar to that proposed herein within the last 5 years and including the name of the person who would be responsible.
- Tab #3      **References:**
- Submit a detailed list of clients receiving similar equipment within the last three years.
- Tab #4      **Pricing:**
- Proposal Reply Sheet should be submitted here. Annual cost for a service contract during the warranty period, if required, for software and/or hardware upgrades must be stated. If a service contract is required after the warranty period, cost must also be stated.
- 3 Days on site commissioning and training, inclusive of all expenses, will need to be listed.
- Tab #5      **Insurance:**
- Attach evidence of the required insurance coverage. A properly completed ACORD Form is preferable.
- Tab #6      **Drug-Free Workplace, Public Entity Crimes, Non-collusion Affidavit and Signed Proposal Sheet:**
- All Proposers shall properly complete, notarize and submit Attachments B, C, D, and E here
- Tab #7      **Addenda Acknowledgement:**
- Please submit all addenda (if any) related to this bid here.
- Tab #8      **Other Information:**
- Provide any information that will provide insight to the evaluators about the qualifications, fitness and abilities of the Bidder. This information should be succinct.

**PENSACOLA JUNIOR COLLEGE  
1000 College Boulevard  
Pensacola, Florida 32504**

**Attachment A**

**Purchasing and Auxiliary Department**

**RFP 12 – 2009.10**

**STATEMENT OF NO PROPOSAL**

Director of Purchasing and Auxiliary Services  
Pensacola Junior College  
1000 College Boulevard  
Pensacola, Florida 32504-8998

The undersigned declines to propose on PJC RFP 12 – 2009.10 for the following reason(s):

- \_\_\_\_\_ Schedule would not permit us to perform
- \_\_\_\_\_ Unable to meet specifications\*
- \_\_\_\_\_ Other\*

\*Please explain:

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We understand that if the Statement of No Proposal letter is not executed and returned, our name may be deleted from the list of qualified proposers for Pensacola Junior College.

Company Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Telephone: \_\_\_\_\_

**CERTIFICATION OF DRUG-FREE WORKPLACE PROGRAM**

IDENTICAL TIE RFP'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  
RFP 12 - 2009/2010**

**HI DEFINITION PRODUCTION SWITCHER SYSTEM FOR WSRE-TV**

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:** \_\_\_\_\_

**DATE:** \_\_\_\_\_