

Application for RFP # 2023-02

FORM 1 – Prospective Contractor Certification

By submitting this proposal, the prospective contractor certifies the following:

- 1. The contractor representative who signs below certifies that they have carefully read and understand the provisions of the solicitation and associated documents attached thereto, and hereby submits the attached proposal to perform the work specified therein, all in accordance with the true intent and meaning thereof.
- 2. The contractor representative further understands and agrees that by signing this certification all of the following information in the certification is true and accurate to the best of their knowledge. If this certification cannot be made unequivocally, a written description of all instances wherein the prospective contractor cannot unequivocally make this certification is provided with this proposal.
- 3. Prospective Contractor is:
 - Sole Proprietor
 - □ Partnership
 - Corporation (for profit/nonprofit)* if yes, what state? _____
 - Joint Venture
 - □ Other (Specify)
- 4. Other entities or individuals shall not be allowed to perform work or take data outside the United States without express advance written authorization from the CTAC's Project Manager. All personnel provided for work under this contract, who are not United States citizens, will have executed a valid I-9 form, Employment Eligibility Form, and presented valid employment authorization documents.
- 5. This proposal is signed by a representative who is authorized to commit the prospective contractor.
- 6. The company identified below is the prime contractor.
- 7. The prospective contractor's insurance carrier(s) can provide insurance certificates as required within ten calendar days following notice of award.
- 8. The proposed prices have been arrived at independently, without consultation, communication, or agreement for the purpose of restricting competition as to any matter relating to such process with any other organization or with any competitor.
- 9. Unless otherwise required by law, the prices proposed have not been knowingly disclosed by the prospective contractor on a prior basis directly or indirectly to any other organization or to any competitor.
- 10. No attempt has been made, or will be made, by the prospective contractor to induce any other person or firm to submit or not to submit a proposal for the purpose of restricting competition.
- 11. The price and availability of all equipment, materials, and supplies associated with performing the services described, including associated indirect costs and profit, herein have been determined and included in the proposed price. All labor costs, direct and indirect, and profit have been determined and included in the proposed price. The incremental costs expected to be incurred by the CTAC, should it enter into this contract, have also been estimated to the best ability of the prospective contractor. It is understood that the life cycle cost includes the total of the contract price plus the estimated costs to be incurred by the CTAC should it enter into this contract.
- 12. The prospective contractor can and shall provide the specified performance bond or alternate performance guarantee (if applicable) at no added cost to the CTAC.

- 13. In submitting its proposal, the prospective contractor agrees not to discuss or otherwise reveal the contents of the proposal to any source outside of the using or contracting CTAC, government or private, until after the award of the contract. Prospective contractors not in compliance with this provision may be disqualified, at the option of the CTAC, from contract award. Only discussions authorized in advance and in writing by the contracting CTAC are exempt from this provision.
- 14. The prospective contractor hereby certifies that it and all of its affiliates collect appropriate taxes and remits them as provided by law.
- 15. The prospective contractor certifies that all insurance policies required by this contract shall remain in full force and effect during the entire term of this contract. All insurance policies and any extensions or renewals thereof, shall not be cancelled or amended except with the advance written approval of the CTAC. The Contractor agrees to submit certificates of insurance, which indicate coverage and notice provisions as required by this contract, to the CTAC upon execution of this contract. The insurance certificates shall be subject to approval by the CTAC. The insurance certificates shall include a statement in the certificate that no cancellation of the insurance shall be made without at least thirty calendar days' prior written notice to the CTAC. Approval of the insurance certificates by the CTAC shall not relieve the contractor of any obligation under this contract.
- 16. The prospective contractor has read and understands the conditions set forth in this RFP, any posted question and answers, RFP addendums and agrees to them with no exceptions. (If exceptions are taken, attach a written description of each exception to this certification.)
 - ____Exceptions are attached to this certification.
 - ____Exceptions are not attached to this certification.
- 17. The prospective contractor warrants, represents, and certifies that no elected or appointed official or employee of the CTAC has, or will, personally or indirectly benefit financially or materially from this contract.
- 18. In the event any part of this Agreement or Work is to be funded by federal, state, or other local agency monies, the Contractor hereby agrees to cooperate with the CTAC in order to assure compliance with all requirements of the funding entity applicable to the use of the monies, including providing access to and the right to examine relevant documents related to the Work and as specifically required by the federal or state granting agency, and receiving no payment until all required forms are completed and submitted.
- 19. Any contract and/or award arising from this RFP may be terminated for default by the CTAC if it is determined that gratuities of any kind were either offered to, or received by, any of the aforementioned officials or employees, or their close relatives or friends, from the prospective contractor, the prospective contractor's agent(s), representative(s) or employee(s). Any contract and/or award arising from the RFP may also be terminated for default if it is determined that the contract and/or award was obtained by fraud, collusion, conspiracy or other unlawful means, or if the contract and/or award conflicts with any statutory or Constitutional provision of the State of Florida or of the United States.
- 20. Prohibition Against Contingent Fees. The Contractor warrants that it has not employed or retained any company or person other than an employee working solely for the Contractor to solicit and secure this Agreement and that it has not paid or agreed to pay any person, entity, company or firm any fee, commission, gift or other consideration contingent upon or resulting from award or making of this Agreement.
- 21. Therefore, in compliance with this Request for Proposals, and subject to all conditions herein, the undersigned offers and agrees, that if this proposal is accepted, to furnish the subject services for a Firm Fixed Contract Price of \$_____ (Total Funding Request Across Sites)

I affirm and certify that: neither I, nor to the best of my knowledge, information, and belief, the business identified below, or any of its officers, directors, partners, or any of its employees directly involved in obtaining or performing contracts with public bodies has been convicted of, or has had probation before judgment imposed pursuant to criminal proceedings, or has pleaded nolo contendere to a charge of bribery, attempted bribery, or conspiracy to bribe in violation of any state or federal law, except as indicated on the attachment [indicate the reasons why the affirmation cannot be given and list any conviction, plea, or imposition of probation before judgment with the date, court, official or administrative body, the sentence or disposition, the name(s) of the person(s) involved, and their current positions and responsibilities with the business]:

Prospective Contractor Name:		
Business Street Address:		
City, State, & Zip + 4:		
Payment Address (if different):		
Payment City, State, & Zip + 4:		
Federal Employer ID Number:		
Email Address:		
By:	Title:	
(Signature)		
Name:		

(Typed or Printed)

Unsigned certifications may result in a determination that the proposal is non-responsive.