

**RESPONDENT'S CERTIFICATION FORM (RFP-23-08)**

To: **City of Crystal River**

Address: **123 NW HWY. 19; Crystal River, FL 34428**

RESPONDENT'S person to contact for additional information on this bid:

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

**RESPONDENT'S DECLARATION AND UNDERSTANDING**

The undersigned, hereinafter called the RESPONDENT, declares that the only persons or parties interested in this bid are those named herein, that this bid is, in all respects, fair and without fraud, that it is made without collusion with any official of the OWNER, and that the bid is made without any connection or collusion with any person submitting another bid on this Contract.

The RESPONDENT further declares that he has carefully examined the Contract Documents for the construction of the project, that he has personally inspected the site, that he has satisfied himself as to the quantities involved, including materials and equipment, and conditions of work involved, including the fact that the description of the quantities of work and materials, as included herein, is brief and is intended only to indicate the general nature of the Work and to identify the said quantities with the detailed requirements of the Contract Documents, and that this bid is made according to the provisions and under the terms of the Contract Documents, which Documents are hereby made a part of this bid.

**CONTRACT EXECUTION AND BONDS**

The RESPONDENT agrees that if this bid is accepted, he will, within 10 days, not including Sundays and legal holidays, after Notice of Award, sign the Contract in the form annexed hereto, and will at that time, deliver to the OWNER examples of the Performance Bond and Payment Bond if required herein, and evidence of holding required licenses and certificates, and will, to the extent of his bid, furnish all machinery, tools, apparatus, and other means of construction and do the Work and furnish all the materials necessary to complete all work as specified or indicated in the Contract Documents.

### **CERTIFICATES OF INSURANCE**

Successfully RESPONDENT agrees to furnish the OWNER, before commencing the Work under this Contract, the certificates of insurance as specified in these Documents.

### **START OF CONSTRUCTION AND CONTRACT COMPLETION TIMES**

The successful RESPONDENT agrees to begin work within 10 calendar days after the date of the Notice to Proceed and continue working in good faith on each individual project awarded under the continuing contract until satisfactory completion as determined by OWNER.

### **ADDENDA**

The RESPONDENT hereby acknowledges that he has received Addenda Nos. \_\_, \_\_, \_\_, \_\_, (RESPONDENT shall insert No. of each Addendum received) and agrees that all addenda issued are hereby made part of the Contract Documents, and the RESPONDENT further agrees that his proposal includes all impacts resulting from said addenda.

### **SALES AND USE TAXES**

The RESPONDENT agrees that all federal, state, and local sales and use taxes are included in the stated Price Proposal for the Work.

### **PUBLIC ENTITY CRIMES**

The undersigned RESPONDENT hereby provides the following sworn statement and information:

1. This sworn statement is submitted to the CITY OF CRYSTAL RIVER.
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 or 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 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:

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

b. An entity under the control 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.

c. 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 binding contract and which bids 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.**

**d. 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 of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any 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.**

**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 CONTRACTOR 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 HIS FORM IS VALID THOROUGH 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.**

**DRUG-FREE WORKPLACE**

**The undersigned RESPONDENT, in accordance with Florida Statute 287.087, hereby certifies that RESPONDENT does the following:**

- 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's 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 bid a copy of the Drug-Free statement.**
- 4. Notify the employees that as a condition of working on the commodities or contractual services that are under bid, employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or no lo contendere to, any violation of Chapter 1893 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.**

## **E-VERIFY REQUIREMENTS COMPLIANCE**

The undersigned RESPONDENT acknowledges that Section 274A of the Immigration and Nationalization Act and other relevant provisions of law prohibit the employment of unauthorized aliens; that the U.S. Department of Homeland Security has established an E-Verify System that allows employers to verify employee eligibility in an efficient manner; and that the Office of the Governor of the State of Florida has issued Executive Order 11-116, encouraging public agencies not under the control of the Governor to include as a provision of contracts for the provision of goods or services a requirement that CONTRACTORS and subcontractors utilize the E-Verify System to verify employee eligibility. CONTRACTOR hereby affirms and agrees that CONTRACTOR is in compliance and shall at all times comply with Section 274A of the Immigration and Nationalization Act and other provisions of law with respect to the hiring of unauthorized aliens. CONTRACTOR shall verify the eligibility of its current and prospective employees utilizing the U.S. Department of Homeland Security's E-Verify System during the term of this Agreement. CONTRACTOR shall include in all contracts with subcontractors related to this Agreement a provision requiring the subcontractor to comply with Section 274A of the Immigration and Nationalization Act and other provisions of law with respect to the hiring of unauthorized aliens and to verify the employment eligibility of all the subcontractor's current and prospective employees using the U.S. Department of Homeland Security's E-Verify System. The CONTRACTOR shall maintain records showing its compliance with the requirements of this paragraph, and shall provide copies of all such records to the CITY upon request. Failure to comply with any requirement of this paragraph shall constitute a breach of this Agreement for which the CITY may immediately terminate the Contract without penalty. In the event of such breach or termination, the CONTRACTOR shall be liable to the CITY for any costs incurred by the CITY as a result of the breach.

## **NON-COLLUSION CERTIFICATION**

The undersigned RESPONDENT certifies that neither the RESPONDENT nor any of its officers, partners, owners, agent representatives, employees or parties in interest including this affiant, has in any way, colluded, conspired, or agreed, directly or indirectly, with any other respondent, firm or person, to submit a

**collusive or sham response in connection with the Agreement for which the attached response has been submitted or to refrain from bidding in connection with such Agreement, or has in any manner, directly or indirectly, sought by Agreement or collusion or communication or conference with any other responder, firm or person to fix the price or prices in the attached solicitation or of any other respondent, or to fix any overhead, profit or cost element of the proposed price or the proposed price of any other responder, or to secure through any collusion, conspiracy, connivance or unlawful Agreement any advantage against the CITY of Crystal River, Florida, or any person interested in the proposed Agreement.**

### **PUBLIC RECORDS ACT**

**The undersigned RESPONDENT agrees to comply with the Florida Public Records Acts to the fullest extent applicable, and shall, if this engagement is one for which services are provided by doing the following:**

- 1. CONTRACTOR shall keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the service;**
- 2. CONTRACTOR shall provide the public with access to such public records on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed that provided in Chapter 119, Florida Statutes or as otherwise provided by law;**
- 3. CONTRACTOR shall insure that public records that are exempt or that are confidential and exempt from the public record requirements are not disclosed except as authorized by law; and**
- 4. CONTRACTOR shall meet all requirements for retaining public records and transfer to the public agency, at no cost, all public records in possession of the CONTRACTOR upon termination of the contract and shall destroy any duplicate public records that are exempt or confidential and exempt. All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems of the CITY.**

**The parties agree that if the CONTRACTOR fails to comply with a public records request, then the CITY must enforce the contract provisions in accordance with the contract and as required by Section 119.0701, Florida Statutes.**

**Notwithstanding any other requirement herein stated, the CONTRACTOR shall comply fully with the requirements of Florida Statutes 119.0701.**

**PERMITS:**

**The undersigned RESPONDENT understands and will comply with conditions of any permits related to this RFP.**



**RESPONDENT**

The name of the RESPONDENT submitting this Response is

\_\_\_\_\_ doing business at:

Street \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

which is the address to which all communications concerned with this RFP and with the Contract shall be sent.

The names of the principal officers of the corporation submitting this bid, or of the partnership, or of all persons interested in this bid as principals are as follows:

_____	_____
_____	_____
_____	_____

**If Sole Proprietor or Partnership**

IN WITNESS hereto the undersigned has set his (its) hand this \_\_\_\_\_ day of

\_\_\_\_\_ 2023.

Signature of RESPONDENT

\_\_\_\_\_

Title

\_\_\_\_\_

(signature)

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2023, by \_\_\_\_\_, who is personally known to me or produced \_\_\_\_\_ as identification.

State of \_\_\_\_\_

County of \_\_\_\_\_

Notary Public Seal:

\_\_\_\_\_

(signature)

**If Corporation**

IN WITNESS WHEREOF the undersigned corporation has caused this instrument to be executed and its seal affixed by its duly authorized officers this \_\_\_ day of \_\_\_\_\_ 2023.

(SEAL)

Name of Corporation

By: \_\_\_\_\_

Title: \_\_\_\_\_

Attest: \_\_\_\_\_

\_\_\_\_\_  
(signature)

The foregoing instrument was acknowledged before me this \_\_\_ day of \_\_\_\_\_, 2023, by \_\_\_\_\_, who is personally known to me or produced \_\_\_\_\_ as identification.

State of \_\_\_\_\_

County of \_\_\_\_\_

Notary Public Seal:

\_\_\_\_\_  
(signature)