

**ATTACHMENT F: ATTESTATION OF QUALIFICATIONS**

**I. General Contractor Responsiveness Section:**

- A. The General Contractor certifies to the best of its knowledge, information and belief that:
  - i. That for the General Contractor and its subcontractors required to be disclosed or approved by Community Behavioral Health, and as of the date of its execution of this Bid, neither the General Contractor, nor any such subcontractors, are under suspension or debarment by the Commonwealth or any governmental entity, instrumentality, or authority and, if the General Contractor cannot so certify, then it agrees to submit, along with its Bid, a written explanation of why such certification cannot be made and why the Contract should nonetheless be awarded to General Contractor.
  - ii. That as of the date of its execution of this Bid, the General Contractor has no tax liabilities or other Commonwealth obligations or has filed a timely administrative or judicial appeal if such liabilities or obligations exist or is subject to a duly approved deferred payment plan if such liabilities exist.
  - iii. That the General Contractor possesses all required business, contracting and trade licenses required to perform the work in the City of Philadelphia.
  - iv. That the General Contractor possesses all the technical qualifications and resources, including equipment, personnel and financial resources, to perform the work.
  - v. That the General Contractor (and/or the labor force) participates in an approved Apprenticeship Program for each craft or trade of the labor force contemplated to perform the work and such program being currently registered with the Pennsylvania Apprenticeship and Training Council and that it has apprentices and trainees currently participating.
  - vi. That the information provided in connection with Community Behavioral Health's Diversity Inclusion Plan Forms is accurate and the mandatory information on form is filled out completely.
  - vii. That the General Contractor shall perform on the site and with THEIR own organization at least 20 percent of the total amount of work to be performed under this contract.

B. The General Contractor shall perform the following work:

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Percentage of work to be performed by my organization \_\_\_\_\_% Estimate cost of work to be performed by my organization.

\$ \_\_\_\_\_

**II. General Contractor Responsibility Section:**

A. The General Contractor certifies that:

- i. They have a satisfactory record of past contract performance and past law compliance that demonstrates a solid history of both technical competency and business integrity sufficient to justify receiving a Community Behavioral Health contract; and
- ii. They currently possess all qualifications, skills, resources, equipment personnel, financial resources and other required performance capabilities needed to successfully complete the prospective contract it is seeking to perform; and
- iii. They will comply with all relevant security requirements;
- iv. They will have sufficient workforce that possess Transportation Worker Identification Credentials to gain access and properly perform the work by the date of Notice to Proceed with the work.
- v. They will continue to utilize labor enrolled in apprenticeship programs for the full duration of the contract work.

B. The General Contractor certifies the following responses to the questions posed to assist Community Behavioral Health in its determination of General Contractor Responsibility:

1. Has the General Contractor been suspended and/or debarred or voluntarily agreed not to bid as a result of an action by any federal, state or local government agency or authority in the past three years?

Yes No

2. Has any officer, director, owner or managerial employee of the General Contractor been convicted of a felony relating to construction, maintenance, service or repair contracting industries?

Yes No

3. Has the General Contractor defaulted on any project in the past three years?

Yes No

4. Has the General Contractor had any type of business, contracting or trade license revoked or suspended by any government agency or authority in the past three (3) years?

Yes No

5. Has the General Contractor been found in violation of any other law relating to its contracting business, including, but not limited to antitrust laws, licensing laws, tax laws, wage or hour laws, environmental or safety\* laws, by a final decision of a court or government agency authority in the past three (3) years?

Yes No

\*For purposes of this question, violations of safety laws may be limited to serious or willful safety violations.

6. Has the General Contractor been the subject of voluntary or involuntary bankruptcy proceedings at any time in the past three years?

Yes No

C. General Contractor's General Contractor Data Management Unit Number is:

**III. General Contractor's Point of Contact Section:**

Contact Information for the General Contractor on this project (for purposes of affirming bid price, issuing notice to proceed, insurance information, diversity information, etc.):

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

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

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

**IV. Acknowledgment and Disclaimers Section:**

It is understood that the right is reserved by Community Behavioral Health to reject any or all bids and to waive any informalities in the Bid, as may be provided in the Instructions to General Contractors.

Submission of false or misleading information or statements in connection with this Certification shall render the General Contractor ineligible to perform work for Community Behavioral Health and/or shall be considered a material breach of any contract entered and entitle CBH to all applicable remedies available at law or in equity.

Failure to submit or fully complete this Certification shall render the General Contractor ineligible for the prospective contract.

Further, in the event Contractor fails to gain entry or cannot perform work due to noncompliance, the Authority reserves the right to provide escorts to be billed to the Contractor with no increase in cost under the contract or terminate the contract for failure to perform.

**V. Representation and Authorization Section:**

By making this Bid, General Contractor understands, represents, acknowledges and certifies:

- a) That the foregoing representations regarding the past performance and present qualifications of the undersigned General Contractor are true and correct;
- b) The General Contractor has read and understands the terms and conditions of the Invitation for Bids and this Bid is made in accordance with those terms and conditions;
- c) The item(s) offered in the Bid will be in conformance with the specifications referenced in the Instructions for Bids without exceptions;
- d) The price(s) and amount of the Bid have been arrived at independently and without consultation, communication, or agreement with any other contractor, General Contractor or potential General Contractor;
- e) Neither the price(s) nor the amount of the Bid, and neither the approximate price(s) nor the approximate amount of the bid, have been disclosed to any other firm or person who is a General Contractor or potential General Contractor, and they will not be disclosed prior to the bid opening;
- f) No attempt has been made or will be made to induce any firm or person to refrain from bidding on the contract, or to submit a bid higher than the bid, or to submit an intentionally high or noncompetitive bid or other form of complementary bid;
- g) The Bid is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive bid;
- h) This bid has been completed by an authorized representative of the General Contractor that the sufficient knowledge and information to address all matter addressed herein;
- i) If an award is made to the General Contractor, the General Contractor agrees that it intends to be legally bound to the contract that is formed between CBH and the General Contractor; and
- j) If an award is made to the General Contractor, the General Contractor will enter into and execute a contract based upon this bid, without delay, upon notice of award of contract, and will not withdraw this bid in accordance with the Instructions to General Contractors and Applicable Law.