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| Project | 10th Floor – FF&E Bid |
| Project Description | Community Behavioral Health (CBH) presently occupies and operates out of the 7th, 10th, and 11th Floors of 801 Market Street. The 10th Floor is currently partially fit-out with furniture. The vacant area will be fit-out with the specified furniture in the bid. Thriven Design has documented sufficient information and drawings that are needed to supply furniture costs. |
| Name of Commercial Furniture Dealer | |
| Address | |
| Point of Contact Name | |
| Title | |
| Phone # | |
| Email Address | |
| Base Bid (\$) | The Commercial Furniture Dealer shall state below their Total Lump Sum Base Bid Amounts to furnish labor, materials, mobilization, general conditions, overhead, fee and profit, etc., to complete the scope of work and shall be the basis of award: |

1. COMMERCIAL FURNITURE DEALER RESPONSIVENESS SECTION

1. The Commercial Furniture Dealer certifies to the best of his knowledge, information and belief that:
 - 1.1. That for the Commercial Furniture Dealer and his subcontractors required to be disclosed or approved by Community Behavioral Health, and as of the date of its execution of this Bid, neither the Commercial Furniture Dealer, nor any such subcontractors, are under suspension or debarment by the Commonwealth or any governmental entity, instrumentality, or authority and, if the Commercial Furniture Dealer 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 Commercial Furniture Dealer.
 - 1.2. That as of the date of its execution of this Bid, the Commercial Furniture Dealer 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.

- 1.3.** That the Commercial Furniture Dealer possesses all required business, contracting and trade licenses required to perform the work in the City of Philadelphia.
- 1.4.** That the Commercial Furniture Dealer possesses all the technical qualifications and resources, including equipment, personnel and financial resources, to perform the work.
- 1.5.** That the Commercial Furniture Dealer (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.
- 1.6.** 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.
- 1.7.** That the Commercial Furniture Dealer 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.
- 1.8.** The Commercial Furniture Dealer shall perform the following work:

2. COMMERCIAL FURNITURE DEALER RESPONSIBILITY SECTION

- 1.** The Commercial Furniture Dealer certifies that:
 - 1.1.** 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
 - 1.2.** 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
 - 1.3.** They will comply with all relevant security requirements;

- 1.4.** 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.
- 1.5.** They will continue to utilize labor enrolled in apprenticeship programs for the full duration of the contract work.
- 2.** The Commercial Furniture Dealer certifies the following responses to the questions posed to assist Community Behavioral Health in its determination of Commercial Furniture Dealer responsibility:
- 2.1.** Has the Commercial Furniture Dealer 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
- 2.2.** Has any officer, director, owner or managerial employee of the Commercial Furniture Dealer been convicted of a felony relating to construction, maintenance, service or repair contracting industries?
- Yes No
- 2.3.** Has the Commercial Furniture Dealer defaulted on any project in the past three years?
- Yes No
- 2.4.** Has the Commercial Furniture Dealer had any type of business, contracting or trade license revoked or suspended by any government agency or authority in the past three years?
- Yes No
- 2.5.** Has the Commercial Furniture Dealer 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 years?
- Yes No
- 2.6.** Has the Commercial Furniture Dealer been the subject of voluntary or involuntary bankruptcy proceedings at any time in the past three years?
- Yes No

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

- Commercial Furniture Dealer’s Data Management Unit Number is:

3. COMMERCIAL FURNITURE DEALER’S POINT OF CONTACT SECTION

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

| | |
|----------------------|--|
| Name | |
| Title | |
| Phone # | |
| Email Address | |

4. 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 Commercial Furniture Dealers.

Submission of false or misleading information or statements in connection with this Certification shall render the Commercial Furniture Dealer 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 Commercial Furniture Dealer 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.

5. REPRESENTATION AND AUTHORIZATION SECTION

By making this Bid, Commercial Furniture Dealer understands, represents, acknowledges and certifies:

- That the foregoing representations regarding the past performance and present qualifications of the undersigned Commercial Furniture Dealer are true and correct;

- 2.** the Commercial Furniture Dealer 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;
- 3.** the item(s) offered in the Bid will be in conformance with the specifications referenced in the Instructions for Bids without exceptions;
- 4.** the price(s) and amount of the Bid have been arrived at independently and without consultation, communication, or agreement with any other contractor, Commercial Furniture Dealer or potential Commercial Furniture Dealer;
- 5.** 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 Commercial Furniture Dealer or potential Commercial Furniture Dealer, and they will not be disclosed prior to the bid opening;
- 6.** 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;
- 7.** 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;
- 8.** this bid has been completed by an authorized representative of the Commercial Furniture Dealer that the sufficient knowledge and information to address all matter addressed herein;
- 9.** if an award is made to the Commercial Furniture Dealer, the Commercial Furniture Dealer agrees that it intends to be legally bound to the contract that is formed between CBH and the Commercial Furniture Dealer; and
- 10.** if an award is made to the Commercial Furniture Dealer, the Commercial Furniture Dealer 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 Commercial Furniture Dealers and Applicable Law.