

Subcontractor Qualification Form

Organization Name:	
Physical Address:	
Contact Name and Title:	
Office Phone:	
Cell Phone:	
Contact Email Address:	
Federal ID#:	
Project Name and Location:	
Approximate Contract Amount:	

ALL INFORMATION MUST BE COMPLETE

Organization (Section 1)

1.1 How many years has your organization been in business as a contractor/supplier? _____

1.2 How many years has your organization been in business under its present business name? _____

What was previous company name? _____

1.3 Is your firm owned or controlled by a parent company or any other organization? Yes No. If yes, please describe on a separate sheet.

1.4 List of all officers of the company and titles: _____

1.5 Type of Organization: (Select one) Please include, State: _____ Date founded: _____

Sole Proprietor Partnership Corporation Limited Liability Company Other _____

Names of Partners/Owners: _____

Business Succession Plan or Continuity Plan – Please describe briefly: _____

1.6 Indicate if your business qualifies as one of the following (Check all that apply):

- DBE MBE SBE WBE

Experience (Section 2)

2.1 List your organizations trade descriptions. (e.g. flooring, paint, electrical)

2.2 Claims and Suits. (If the answer to any of the questions below is yes, please attach details.) Yes No

2.2.1 Has your organization ever failed to complete any work awarded to it? _____

2.2.2 Are there any judgments, claims, arbitration proceedings or suits pending or outstanding against your organization or its officers?

2.2.3 Has your organization filed any lawsuits or requested arbitration with regard to construction contracts within the last five years?

2.3 Within the last five years, has any officer or principal of your organization ever been an officer or principal of another organization when it failed to complete a construction contract? (If yes, please attach details)

2.4 On a **separate sheet**, list major construction projects your organization has in progress, giving the name of the project, owner, architect, contract amount, percent complete and scheduled completion date.

2.4.1 State total worth of work in progress and under contract: _____

2.5 On a **separate sheet**, list the major projects your organization has completed in the past five years, giving the name of the project, owner, architect, contract amount, date of completion and percentage of the cost of the work performed with your own forces.

2.5.1 State average annual amount of construction work performed during the past five years: _____

2.5.2 What is your organizations backlog? As of today: _____

As of last financial statement: _____ As of 12 months ago: _____

2.6 On a separate sheet, list the construction experience and present commitments of the key individuals of your organization.

2.7 Has your organization performed work for any of the SpawGlass companies (Austin, Brazos Valley, Corpus Christi, Golden Triangle, Houston, North Texas, San Antonio and/or South Texas)? Yes No

Which office(s)? _____

2.7.1 If the answer is yes, please list the name(s) of the project(s) you were under contract on, the SpawGlass superintendent and project manager in charge and the final contract amount. (Please list only the five largest projects you completed with SpawGlass.)

1. _____

2. _____

3. _____

4. _____

5. _____

2.8 Has your organization ever performed work for this owner? Yes No

2.8.1 If the answer is yes, please list the three most recent projects.

1. _____

2. _____

3. _____

Safety (Section 3)

This section is not applicable to suppliers. **Subcontractors must answer all questions.**

3.1 Provide your organization's NCCI ID number from your insurance carrier: _____

3.2 Attach your organizations OSHA 300 and 300A records for each of the last three years.

3.3 Provide your **Experience Modification Rate (EMR)** for each of the last three years:

Year: _____ Rate: _____

Year: _____ Rate: _____

Year: _____ Rate: _____

Provide your **Total Recordable Incident Rate (TRIR)** for each of the last three years:

(TRIR formula is a mathematical calculation that describes the number of employees per 100 full-time employees that have been involved in a recordable injury or illness. Number of recordable injuries x 200,000, divided by actual man hours i.e. - 4 (recordable injuries in 2017) x 200,000 = 400,000 / (2017 man hours 165,333) = 4.8 RIR)

Year: _____ Rate: _____

Year: _____ Rate: _____

Year: _____ Rate: _____

Provide your **Days Away/Restricted or Transferred (DART)** for each of the last three years:

(DART formula is a mathematical calculation that describes the number of recordable incidents per 100 full time employees that resulted in lost or restricted days or job transfer (restrictions) due to work related injuries or illnesses. Number of recordable injuries (that resulted in lost or days away) x 200,000, divided by actual man hours

i.e. - 2 (1 days away case and 1 job transfer/restriction case) x 200,000 / (2017 man hours 165,333) = 2.4)

Year: _____ Rate: _____

Year: _____ Rate: _____

Year: _____ Rate: _____

3.4 Number of fatalities in the last three years:

Year: _____ Fatalities: _____

Year: _____ Fatalities: _____

Year: _____ Fatalities: _____

3.5 Do you have a full time in-house safety director? Please provide a name and resume. Yes No

3.6 Please confirm that you will provide a full time OSHA -30 competent person on-site during all work activities. Yes No

3.7 Do you have a new employee safety orientation program? Yes No

3.8 Do you use a 3rd party safety consultant for site inspections? If yes, who: _____

3.9 Do you conduct site safety meetings? _____

3.10 Do you conduct site safety field inspections, by who and how often? _____

3.11 Do you have a written company safety program? Please describe briefly. Yes No

3.12 Do you provide a site specific safety plan for each project? Yes No

3.13 Does your plan include Hazcom? Yes No

3.14 Does your plan include life safety and fall protection guidelines? Yes No

3.15 Does your company lease any temporary personnel? From who, what trades? Yes No

3.16 Number of OSHA visits on jobsites you were working on in the past 3 years? _____

3.17 Number of citations received by OSHA which occurred by your organization, including type, over the past 3 years (Other than Serious, Serious, Willful, Repeat or Failure to Abate)

1. _____

2. _____

3. _____

Quality Management Program (Section 4)

4.1 Does your firm have a formalized Quality Assurance Manual? If yes, please attach a copy. Yes No

4.2 Does your firm have a corporate-level person responsible for quality? Yes No

If yes, please provide contact name and title: _____

Standard Subcontract Agreement (Section 5)

5.1 Have you reviewed the SpawGlass standard subcontract agreement, and do you agree to the standard language?
 Yes No

Insurance Requirements (Section 6)

6.1 As part of the requirements to perform work for SpawGlass, you will be required to meet our standard insurance requirements. (See Exhibit C sample at the end of this document) Can you meet these requirements? Yes No

References (Section 7)

7.1 **Trade References** (On a separate sheet, list at least four general contractors and four suppliers with whom you do business).
All information is required.

7.2 **Bank References** (contact name, email address, phone number, fax number, address and title):

7.3 **Surety**

7.3.1 Name of bonding company: (Provide a reference letter from your bonding company and aggregate amounts for which they will issue a performance and payment bond. We are not asking for a bond.)

Include a contact name and phone number: _____

7.3.2 Name, address and phone number of agent: _____

Financial (Section 8)

8.1 Step two will be a mandatory submission of financial statements for SDI approval prior to contract award. Once requested, financial information will be submitted directly to SpawGlass CFO and will remain confidential.

Please acknowledge. Yes No

STEP TWO Financial Statement Submission Requirements (to be completed prior to contract approval)

8.2 Financial Statement. Please attach latest audited financial statement, including your organization's balance sheet, income statement, detailed A/R through the audited statement date and detailed A/R through the current date.

8.2.1 Is the attached financial statement for the identical organization named on page one? Yes No

8.2.2 If not, explain the relationship and financial responsibility of the organization whose financial statement is provided.

8.3 Will the organization whose financial statement is attached act as guarantor of the contract for construction? Yes No

8.4 Does your organization have sufficient operating capital to operate between draw requests? Yes No



Exhibit C Insurance Requirements

The following are the standard types, minimum amounts and forms of insurance required under this Subcontract. The policies of insurance shall be in such form and shall be issued by such company or companies as may be satisfactory to Contractor (minimum carrier rating shall be A VII). If Contract Documents require more extensive insurance coverage applicable to Subcontractor, the Contract Documents shall prevail. Higher insurance amounts inserted to the right of the printed amounts below, if any, shall prevail over the printed amounts.

1. **WORKER'S COMPENSATION INSURANCE:** Subcontractor must have statutory Worker's Compensation coverage for the State in which the Project is located and the states in which any subcontractor is domiciled.

2. **EMPLOYER'S LIABILITY INSURANCE:**

a.	Limits of Liability:	
-	each accident	\$1,000,000
-	disease – policy limit	\$1,000,000
-	disease – each employee	\$1,000,000

Subcontractor and its insurer waive all rights against Contractor and Owner, and their agents, officers, directors and employees for recovery of damages to the extent those damages are covered by the workers compensation policy obtained by Subcontractor pursuant to this Exhibit C.

3. **COMMERCIAL GENERAL LIABILITY ("CGL") INSURANCE** covering all operations by or on behalf of Subcontractor to include coverage for:

- a. premises, operations and mobile equipment
- b. products liability and completed operations
- c. contractual liability applicable to the Subcontractor's obligations per the Subcontract
- d. broad form property damage (including completed operations)
- e. explosion, collapse and underground hazards
- f. personal and advertising injury'
- g. independent contractors

Limits of Liability:

-	each occurrence	\$1,000,000
-	general aggregate shall apply per project	\$2,000,000
-	products liability and completed operations aggregate	\$2,000,000

Contractor, Owner and any other party required under the General Contract shall be included as an additional insured under the CGL policy using ISO Additional Insured Endorsements CG2010 and CG2037, Owners, Lessees, or Contractors – Completed Operations or substitute endorsements providing equivalent coverage. The insurance provided to Contractor as an additional insured shall include coverage for the completed operations hazard and shall apply as primary and noncontributory insurance with respect to any other insurance or self-insurance programs maintained by Contractor or Owner. Subcontractor and its insurer waive all rights against Contractor, Owner and their agents, officers directors and employees for recovery of damages to the extent those damages are covered by the CGL insurance with a limit of not less than \$1,000,000 bodily injury and property damage each occurrence with coverage as specified in this Exhibit C. Coverage shall be maintained, including additional insured coverage, for the duration of the project and for the duration of the time that Subcontractor may be held legally liable for its work.

4. **UMBRELLA LIABILITY INSURANCE:** Subcontractor shall maintain umbrella liability insurance with a limit of not less than \$2,000,000 per occurrence with a \$2,000,000 aggregate. Such insurance shall be excess over the commercial general liability insurance, business auto liability insurance and employer's liability insurance required under this Exhibit C. Contractor, Owner and any other party required under this General Contract shall be included as an additional insured, including coverage for the completed operations hazard. The insurance provided to Contractor as an additional insured shall apply as primary and non-contributory insurance with respect to any other insurance or self-insurance programs maintained by Contractor or Owner.

UMBRELLA LIABILITY \$2,000,000

5. **BUSINESS AUTO LIABILITY INSURANCE** covering all owned, leased, and non-owned autos with a combined single limit for bodily injury and property damage of \$1,000,000 combined single limit each accident. Contractor, owner and any other party required under the General Contract shall be included as an additional insured under the business auto liability policy. Subcontractor and its insurer waive all rights against Contractor and Owner and their agents, officers, directors and employers for recovery of damages to the extent those damages are covered by the business auto liability insurance policy obtained by Subcontractor pursuant to this Exhibit C.

6. **EVIDENCE OF INSURANCE.** Prior to commencement of Subcontractor's Work, Subcontractor shall submit to Contractor Certificates of insurance with applicable endorsements showing the insurance required in this Exhibit. Upon Contractor's request, Subcontractor shall furnish certified copies of required insurance policies and, if requested, shall furnish updated policies thereafter. Prior to expiration of any of the insurance policies, Subcontractor shall submit to Contractor updated certificates of insurance. There shall be no cancellation, material modification or reduction of coverage without 30 days' prior written notice to Contractor by Subcontractor.

Contractor shall have the right, but not the obligation, to prohibit Subcontractor or any subcontractor from entering the Project site until such certificates or other evidence of insurance has been placed in full compliance with these requirements as received and approved by Contractor. Failure to maintain the required insurance may result in termination of this Subcontract at Contractor's option. If Subcontractor fails to maintain the insurance as set forth herein, Contractor shall have the right, but not the obligation, to purchase and bill Subcontractor for the insurance. Any failure of Contractor to require or obtain evidence of the insurance required hereunder shall not be deemed a waiver of such requirement. Subcontractor's obligation to procure insurance shall be independent of all other obligations under this Subcontract.

7. **SUB-SUBCONTRACTOR'S INSURANCE.** If Subcontractor should subcontract any of Subcontractor's Work to a third party (including other subcontractors or temporary staff leasing/employment agency), Subcontractor shall also require that such third party procure and maintain the insurance policies meeting the requirements set forth herein, including without limitation the naming of Contractor and other designated entities as additional insureds on said policies as provided therein. A third party's obtaining the required insurance shall in no manner lessen or affect Subcontractors obligations or liability as set forth herein or otherwise imposed by law.

8. **"BUILDERS" RISK WAIVER OF SUBROGATION.** Subcontractor waives, and shall require all subcontractors to the lowest tier to waive, all rights against each other and against the Contractor and Owner and all other persons or entities providing labor or material to the Project as required by the Contract Documents for damages caused by fire or other perils to the extent covered by Builder's Risk relating to the Project, except such rights as any of them may have to the proceeds of such insurance, subject to its pro-rata share of any deductibles.

Insurance Requirements for 'Other' services:

For **Temporary Employment Agencies**, please also provide an Alternate Employer Endorsement on Workers Compensation.

For **Professional Service Providers**, Professional Liability coverage appropriate for the work being performed is required for any professional services and includes but is not limited to design, engineering, architects, surveying, inspectors and consultants. Minimum limits of at least \$1m each occurrence and \$2m aggregate or as required by the Contract Documents if higher. Coverage shall apply to negligent acts, errors, or omissions arising from subcontractor's professional services. The retro date will be prior to the commencement of work. Coverage shall be maintained for the period of time subcontractor may be held legally liable for its work.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER, THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Agent/Agency Name Agency Address City, State, Zip Code		CONTACT NAME: Agent's Name PHONE (A/C, No, Ext): XXX-XXX-XXXX FAX (A/C, No): XXX-XXX-XXXX E-MAIL ADDRESS: example@abc.com	
		INSURER(S) AFFORDING COVERAGE	NAIC #
		INSURER A: Insurance Co. (A VII or higher)	XXXX
INSURED Subcontractor's Name (As it appears on contract) Subcontractor's Address City, State, Zip Code		INSURER B: Insurance Co. (A VII or higher)	XXXX
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS								
A	GENERAL LIABILITY			GL POLICY NUMBER	XX/XX/XX	XX/XX/XX	EACH OCCURRENCE	\$1,000,000							
	<input checked="" type="checkbox"/>	COMMERCIAL GENERAL LIABILITY					DAMAGE TO RENTED PREMISES (Ea occurrence)	\$							
		<input type="checkbox"/>	CLAIMS-MADE				<input checked="" type="checkbox"/>	OCCUR	MED EXP (Any one person)	\$					
	GEN'L AGGREGATE LIMIT APPLIES PER:							PERSONAL & ADV INJURY	\$1,000,000						
		<input type="checkbox"/>	POLICY				<input checked="" type="checkbox"/>	PRO-JECT	<input type="checkbox"/>	LOC	GENERAL AGGREGATE	\$2,000,000			
											PRODUCTS - COMP/OP AGG	\$2,000,000			
A	AUTOMOBILE LIABILITY			AL POLICY NUMBER	XX/XX/XX	XX/XX/XX	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000							
	<input checked="" type="checkbox"/>	ANY AUTO					BODILY INJURY (Per person)	\$							
		<input type="checkbox"/>	ALL OWNED AUTOS				<input type="checkbox"/>	SCHEDULED AUTOS	BODILY INJURY (Per accident)	\$					
		<input type="checkbox"/>	HIREN AUTOS				<input type="checkbox"/>	NON-OWNED AUTOS	PROPERTY DAMAGE (Per accident)	\$					
										\$					
B	<input checked="" type="checkbox"/>	UMBRELLA LIAB	<input checked="" type="checkbox"/>	OCCUR	UL/EX POLICY NUMBER	XX/XX/XX	XX/XX/XX	EACH OCCURRENCE	\$2,000,000						
		EXCESS LIAB	<input type="checkbox"/>	CLAIMS-MADE				AGGREGATE	\$2,000,000						
		DED		RETENTION \$					\$						
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WC Policy Number	XX/XX/XX	XX/XX/XX	<input checked="" type="checkbox"/>	WC STATUTORY LIMITS	<input type="checkbox"/>	OTH-ER					
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICE/MEMBER EXCLUDED? (Mandatory in NH)		Y/N				E.L. EACH ACCIDENT								\$1,000,000
			N				E.L. DISEASE - EA EMPLOYEE								\$1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT								\$1,000,000
B	(Any additional coverage required? Professional, Pollution, etc.)			Policy Number	XX/XX/XX	XX/XX/XX	Limits if required by contract								

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Attach copies of:

- Workers Compensation Waiver of Subrogation Endorsement;
- General Liability endorsements that indicate Additional Insured Coverage for On-going and Completed Operations;
- If not stated on the additional insured endorsement, also attach endorsement indicating that such coverage will apply on a Primary/Non-contributory basis.

CERTIFICATE HOLDER <div style="text-align: center; padding: 20px;"> SpawGlass Company and Address </div>	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS AUTHORIZED REPRESENTATIVE (Form must be signed by authorized representative)
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