



# Subcontractor Prequalification Form

**Prequalification Form will NOT be accepted unless it is completed in its entirety and signed.**

## 1. Business Information

Date Completed: \_\_\_\_\_

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

Address: \_\_\_\_\_

(No PO Boxes) \_\_\_\_\_

If corporate office, check here:

Primary Contact: \_\_\_\_\_

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

E-Mail: \_\_\_\_\_

Other Branch Offices: \_\_\_\_\_

Years in Business Under Present Name: \_\_\_\_\_ Years

Previous Business Name or Employment if less than five (5) years: \_\_\_\_\_

Status: Union Non-Union

Employer Identification No.: \_\_\_\_\_

List of all applicable State Contractors License Numbers: \_\_\_\_\_

Company Type:  Corporation  Partnership  LLC  
 Individual  D 3A  Joint Venture  Sole Proprietor

## 2. Business Classification

Does your business meet a special classification? <input type="checkbox"/> Yes <input type="checkbox"/> No				
If yes, please complete the remainder of this section & attach documentation.				
<input type="checkbox"/> Minority Owned	<input type="checkbox"/> Woman Owned	<input type="checkbox"/> Small Business		
<input type="checkbox"/> Disadvantaged Business	<input type="checkbox"/> HubZone	<input type="checkbox"/> Veteran		
<input type="checkbox"/> Owned	<input type="checkbox"/>	<input type="checkbox"/>		
Other 1 _____	Other 2 _____	Other 3 _____		
Minority Certification Status:	N/A	Self	Public	Private
<i>(Copy Required)</i>				

**3. Insurance**

Your company must meet TEPCON Construction's minimum standard insurance. Those insurance requirements are listed in detail on pages 5-7 of this Pre-Qualification form.

**If you do not currently meet the requirements, your agent/broker can advise you if such coverages are available to you and what the cost of any such change would be.**

**4. Past Performance**

Has your organization ever failed to complete any awarded work in the last seven (7) years?

Yes  No

*(If Yes, attach explanation)*

Are there any judgments, claims, arbitration proceedings and/or suits pending against your organization or its officers in the last seven (7) years?

Yes  No

*(If Yes, attach explanation)*

**5. Safety**

How many OSHA violations has this business incurred over the past three years?

**6. References**

List Contact information for three (3) owners, general contractors, or construction managers for whom the company has worked in the past 2 years below:

Company	Contact	Phone	Email or Fax
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

**7. Financial**

Name of Bank: \_\_\_\_\_  
 Address \_\_\_\_\_  
 Contact Person: \_\_\_\_\_ Phone: \_\_\_\_\_  
 Amount of Line of Credit \$ \_\_\_\_\_  
 Company Dunn and Bradstreet number \_\_\_\_\_

**ALL CONTRACTS OVER \$500,000.00 WILL REQUIRE FINANCIAL STATEMENTS  
(Audited, Reviewed or Compiled).**

Average Contract Size over the last five (5) years: \$ \_\_\_\_\_  
 Average annual revenue over the last five (5) years: \$ \_\_\_\_\_

**8. Recent Project Experience:** (Additional pages may be added if needed)

1. List of Projects: (Include General Contractor, Project Name, Owner, Contract Amount, Percentage or Date Completed. Specify type of project, ie: Design-Build/Hard Bid/CM@Risk.)

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The undersigned certifies that the information provide herein is true and sufficiently complete so as not to be misleading.

Completed By: \_\_\_\_\_  
*(Print or Type)* *(Signature)*

Title: \_\_\_\_\_ Date Completed: \_\_\_\_\_

**INSURANCE REQUIREMENTS**

Subcontractor **SHALL NOT COMMENCE WORK** at the site until it has obtained and provided all insurance required by the Contract Documents, and certificates of such insurance have been accepted and filed with the Contractor and Owner. The required insurance must be written by a Company licensed to do business in Arizona at the time the policy is issued, and the Company must be acceptable to the Owner.

**Submit ALL insurance certificates for review and processing directly to:**

TEPCON Construction  
2113 E. Rio Salado Parkway  
Tempe, AZ 85281  
accounting@tepcon.com/ 602.532.7013 F

**TEPCON Construction must be shown as the certificate holder at above address.**

Please review and submit insurance certificates per the requirements stated in the contract documents. *No payments will be made without current and correct insurance certificates on file.*

A. The Subcontractor shall obtain General Liability Insurance, Automobile Liability Insurance, and Excess Liability/Umbrella Coverage from insurance providers with a **minimum of an “A-” rating** on the A.M. Best Financial Strength Ratings. In the event of reduction of coverage, cancellation or non-renewal, the Contractor shall be provided with thirty (30) days written notice.

**1. Workers Compensation:**

Coverage A. Statutory Benefits – State of Hire with an “All States” Endorsement

Coverage B. Employer’s Liability

Bodily Injury by accident	\$1,000,000 each accident
Bodily Injury by disease	\$1,000,000 each employee
Bodily Injury by disease	\$1,000,000 policy limit

Workers Compensation coverage shall also include a Waiver of Subrogation Endorsement in favor of the Owner and the Contractor.

**2. Comprehensive General Liability**

Each Occurrence Limit	\$1,000,000
Damage to Rented Premises (Ea. Occurrence)	\$ 100,000
MED EXP (Any one person)	\$5,000
Personal Injury/Advertising Injury Limit	\$1,000,000
Products/Completed Operations Aggregate Limit	\$2,000,000
Umbrella Liability Each Occurrence	\$5,000,000
Excess Liability Aggregate	\$5,000,000

The policy forms must include:

- a) The limits shall be as listed above unless greater amounts are specifically set forth in the plans.
- b) Such policy shall be endorsed to include: premises; operations; completed operations; A, B, C, personal injury with exclusion "C" removed; blanket broad form contractual; broad form property damage; employers names as additional insureds; independent contractors; host liquor law liability; explosion or collapse; and underground property damage (XCU) coverages, including, but not limited to grading, excavation, tunneling, and other Work, raising, underpinning, or demolition of buildings, injury or destruction of wires, mains sewers, or other subterranean structures during the use of mechanical equipment, or injury or destruction arising out of blasting or explosions (except that of air or steam from piping or power transmission equipment).
- c) General aggregate limits on a 'per project' basis.
- d) An endorsement stating: "Such coverage as is afforded by this policy for the benefit of the additional insured(s) is primary and any other coverage maintained by such additional insured(s) shall be non-contributing with the coverage provided under this policy."
- e) Subs to maintain coverage for completed ops for a minimum statute of repose.
- f) Coverage to be provided by a carrier with a "A-" or higher by AM Best.
- g) An additional insured endorsement listing Contractor, Owner, Lender and any other entity the Contract Documents require as additional insured. The endorsement shall be on 2010 11 85 or equivalent (arising out of completed operations). Any form that does not grant additional insured status for both ongoing operations and products/completed operations coverages IS NOT ACCEPTABLE.

### 3. Automobile Liability Insurance

Auto Liability limits of not less than \$1,000,000 each occurrence/combined single limit for bodily injury and property damage, unless greater amounts than the foregoing are specifically set forth in the Plans. Such policy shall be a comprehensive form and include owned, hired, and non-owned endorsements.

See Attached Sample Certificate of Insurance

#### B. Other Requirements

1. **Billing:** Pay Application, Conditional/Final Releases for your company are required to process all invoices.  
**Invoice Due Date:** We must receive your invoices by the 20<sup>th</sup> of the month projected through the end of the month for payment the following month, provided that TEPCON has received payment from the project owner please submit to [accounting@tepccon.com](mailto:accounting@tepccon.com).

2. **Payment Process:** When your payment is ready, you will be emailed a notice to the attention of your Accounts Receivable Department. When this form is received, please review it to become aware of what lien releases or other documents may be required from you in order to release payment. Payment will not be released unless all items have been received by TEP CON.
3. **Tax Identification:** A W-9 Form must be completed and returned with a social security number or an Employer Identification Number, or TEP CON is required to withhold and pay to the IRS 31% of your payments as "back up withholding." *No payments will be made without this completed form on file.*
4. **Contractor's License:** TEP CON must have a copy of your contractor's license on file.

**Indemnity:** To the fullest extent of the law, the Subcontractor shall indemnify and hold harmless the Owner, Contractor, and agents and employees of them from and against claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting from performance of the Subcontractor's Work under this Agreement, provided that such claim, damage loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Subcontractor, the Subcontractor's Subcontractors, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this paragraph. This indemnity clause excludes damages as a result of the sole negligence by the Owner, et al. as described herein.