



# **The Fitts Company - SUBCONTRACTOR**

Prequalification Request Package

2016

Subcontractor prequalification is an integral part of our risk management program and a prerequisite for contracting with The Fitts Company. If your company is interested in prequalifying to work with Fitts, please take a few moments to complete our prequalification questionnaire to help us better understand your operational capabilities, safety record, and liquidity.



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## REGISTRATION CHECKLIST



**Before sending, take a minute to make sure you have everything:**

1. Complete, sign, and date Subcontractor/Supplier Prequalification Form
2. Provide SBA classification certificate (if applicable)
3. Sub-Contractor Agreement
4. Provide certificate of insurance that meets the requirements
5. W-9 IRS Form





## INTRODUCTION AND INSTRUCTIONS

Dear Perspective Subcontractor:

Thank you for your interest in working with The Fitts Company (TFC). The prequalification process allows TFC to verify Subcontractors' ability to meet current contractual obligations and/or qualify for future projects. This prequalification packet must be completely filled out and returned with current Insurance certificate. Please submit by e-mail [dsimmons@thefittscompany.com](mailto:dsimmons@thefittscompany.com) or fax (803) 356-5987. Hard copies should not be submitted unless specifically requested.

Information included in the prequalification may need to be updated yearly, at a minimum. All information given will remain strictly confidential. Your information will be reviewed and may be subject to yearly audits by our insurance provider or surety.

Upon reviewing your information, we will get back with you to discuss your comments, concerns and any additional information that may be required. Submissions are processed in the order received and the process may take 2 weeks or longer. If everything is in compliance, after we complete our initial review, your company's information will be added to a list of bidders for future projects.

***Please note that submitting prequalification information or being notified that your prequalification information has been accepted, does not guarantee your company will be solicited or considered for future projects. It is at the discretion of each project's management to determine which contractors will be solicited. Criteria used to determine bidders includes but is not limited to; related project experience, project size, project complexity, financial stability, ability to meet insurance requirements, ability to meet project schedule, ability to bond the project, etc.***

Thank you for your interest and effort. If you have any questions, please contact TFC's Program Management Department.

Sincerely,

Dee Dee Simmons  
EVP & Program Manager

[The Fitts Company, Inc.](#)

## Subcontractor/Supplier Prequalification Form

### Referred by

TFC Contact:

TFC Project #:

Have you worked with TFC before?

☐ Yes

☐ No

### I. General Information

Company

Federal ID Number

Address

Year Business Started

Main Contact

City

Contact Title

State

Zip Code

Phone

Fax

Email

Website

#### Contractor's License(s), States and Numbers

State

Contract Number

Exp Date

Union

☐ Yes

☐ No

☐ Subcontractor

☐ Vendor/Supplier

### II. Organization

**Business Type:** ☐ Corporation ☐ Partnership ☐ Limited Liability Company ☐ Sole Proprietor ☐ Joint Venture

List the name, title, years with company and percent of ownership of the company's principals:

Name

Title

Number of  
Yrs w/ Co

% Ownership

Is your company owned or controlled by a parent company or other organization? ☐ Yes ☐ No

Provide name of parent company:

Provide number of:

Office  
Staff

Field  
Supervisors

Average Field  
Labor

Average Shop  
Labor

## Subcontractor/Supplier Prequalification Form

### II. Organization (continued)

Check applicable certification(S): **ATTACH COPIES OF CERTIFICATIONS FOR EACH QUALIFYING SBA CLASSIFICATION.**

- |  |   |
|--|---|
| <input type="checkbox"/> Large business (no special classification)  | <input type="checkbox"/> Small Business enterprise (SBE)                        |
| <input type="checkbox"/> Minority Business Enterprise (MBE)          | <input type="checkbox"/> Veteran Owned Small Business (VOSB)                    |
| <input type="checkbox"/> HUBZone Small Business                      | <input type="checkbox"/> Service Disabled Veteran Owned small Business (SDVOSB) |
| <input type="checkbox"/> Small Disadvantaged Business (SDB)          | <input type="checkbox"/> Women Owned small Business (WOSB)/(WBE)                |
| <input type="checkbox"/> 8(a) Certified Small Disadvantaged Business | <input type="checkbox"/> Alaskan native Corporation (ANC)                       |
| <input type="checkbox"/> Native American/Indian Tribe                | <input type="checkbox"/> Other _____  |

### III. Legal Information

- Are there any judgments, claims, arbitration proceedings or suits pending/outstanding against your company, its officers, or principals?  
☐ Yes ☐ No If yes, please attach a complete explanation.
- Has your company filed any lawsuits or requested arbitration or mediation with regard to construction contracts within the last three (3) years?  
☐ Yes ☐ No If yes, please attach a complete explanation.
- Has your company or any organization with which your officers were involved during the last three (3) years ever been in bankruptcy or a voluntary or involuntary reorganization?  
☐ Yes ☐ No If yes, please attach a complete explanation.

### IV. Financial Information

#### Annual Volume

What was the average annual revenue from work completed in the last five (5) years and what is next year's forecasted revenue?

Year	Year	Year	Year	Year	Year
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Revenue	Revenue	Revenue	Revenue	Revenue	Forecasted Revenue
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

To prequalify for a contract of any value, attach copies of your most recent annual financial statements (balance sheet, income statement and cash flow, as well as a current work in progress report). If your annual statements are more than six months old, please also include your most recent quarterly statement. TFC uses this information strictly for prequalification purposes and will not disclose this information to any third parties.

## Subcontractor/Supplier Prequalification Form

### V. Safety

#### OSHA Record

Has your company had any OSHA citations, fines, or jobsite fatalities within the most recent three (3) years?

☐ Yes

☐ No

If yes, please attach a detailed description of the incident (include – location, date, type or inspection, standard(s) cited, violation type (other, serious, repeat, willful), current status and steps taken to prevent a recurrence.)

#### Workers' Compensation

Please list your company's workers' compensation experience modification rate (EMR) for the last three (3) years and attach written documentation from your insurance broker confirming these rates.

Year

Year

Year

Rate

Rate

Rate

Employee hours worked the last three years:

#### OSHA 300 Log Information (List the last three years of information shown below.)

Year

No. of Fatalities (Column G)

No. of Cases Days Away From Work (Column H)

No of Job Transfer or Restriction (Column I)

No. of Other Recordable Cases (Column J)

### VI. Experience

#### Trade Categories

Please list the PRIMARY NAICS categories of work your company

Preferred contract size ☐ Up to \$250K ☐ Up to \$500K ☐ Up to \$1M ☐ Up to \$5M ☐ \$5M+

#### Geographic Areas of Work

Please check only those states where you will do work.

☐ AK ☐ AL ☐ AR ☐ AZ ☐ CA ☐ CO ☐ CT ☐ DE ☐ FL ☐ GA ☐ HI ☐ IA ☐ ID ☐ IL ☐ IN ☐ KS  
☐ KY ☐ LA ☐ MA ☐ MD ☐ ME ☐ MI ☐ MN ☐ MO ☐ MS ☐ MT ☐ NC ☐ ND ☐ NE ☐ NH ☐ NJ ☐ NM  
☐ NV ☐ NY ☐ OH ☐ OK ☐ OR ☐ PA ☐ PR ☐ RI ☐ SC ☐ SD ☐ TN ☐ TX ☐ UT ☐ VA ☐ VT ☐ WA  
☐ WI ☐ WV ☐ WY

Please attach a list of any other branch office locations.

#### Contract Method

Please indicate the percentage of your work load for each contract method.

Competitive Bid

Negotiated/Design Assist

Design Build

IPD



## Subcontractor/Supplier Prequalification Form

### VII. Performance References

Provide four references below. Each reference should be from a different general contractor. These references should be for work completed in the last five years and should be representative of the work you are trying to prequalify for now. **One must be for your largest project within the last two years.** NOTE: The contact provided must have *direct* knowledge of your performance on that project. Leaving out any requested contact information including email address will delay processing of your form.

1.	Project Name	General Contractor	Subcontract Value
	<input type="text"/>	<input type="text"/>	<input type="text"/>
	Contact Name	Contact E-Mail	Contact Phone
	<input type="text"/>	<input type="text"/>	<input type="text"/>

2.	Project Name	General Contractor	Subcontract Value
	<input type="text"/>	<input type="text"/>	<input type="text"/>
	Contact Name	Contact E-Mail	Contact Phone
	<input type="text"/>	<input type="text"/>	<input type="text"/>

3.	Project Name	General Contractor	Subcontract Value
	<input type="text"/>	<input type="text"/>	<input type="text"/>
	Contact Name	Contact E-Mail	Contact Phone
	<input type="text"/>	<input type="text"/>	<input type="text"/>

4.	Project Name	General Contractor	Subcontract Value
	<input type="text"/>	<input type="text"/>	<input type="text"/>
	Contact Name	Contact E-Mail	Contact Phone
	<input type="text"/>	<input type="text"/>	<input type="text"/>



## Subcontractor/Supplier Prequalification Form

### VIII. References

#### Banking

Name  Contact  Phone   
City  State  Zip Code  Since

#### Bonding

Attach formal letter from bonding company

Bonding Company  Surety Broker/Agent   
Contact Person  Phone  Time with Bond Co?   
Bond Capacity per Project  Aggregate   
Bond Co. Rating  Last Bond Issued: Date  Amount  Rate %

#### Insurance

Attach current copy of insurance certificate

General Liability Carrier  Effective  Expiration   
Limit  Insurance Broker/Agent  Phone

Please provide Dunn & Bradstreet Number

1. Supplier Name  Location   
Contact Name  Phone

2. Supplier Name  Location   
Contact Name  Phone

3. Supplier Name  Location   
Contact Name  Phone

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## Subcontractor/Supplier Prequalification Form

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### IX. Additional Information

Please attach any additional information to help us determine your company's qualifications and expertise.

### X. Signature

By signing this form, I certify that the information provided therein is accurate, correct, and true. By submitting a valid bid, the subcontractor or vendor authorizes The Fitts Company, Inc. (TFC) to obtain a written or oral credit report on the subcontractor's or vendor's business entity from any credit-reporting agency. The subcontractor or vendor authorizes any bank, commercial business, or bonding company with whom the subcontractor or vendor has current or inactive experience to give any and all necessary information to which will assist in the Subcontractor/Vendor Evaluation. The subcontractor or vendor further authorizes to reinvestigate the status from time-to-time, as deems necessary.

Printed Name

Date

Signature

Phone

Title

Prepared By

## SUBCONTRACTOR AGREEMENT

This Subcontractor Agreement is made and effective this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**BETWEEN:** The Fitts Company, Inc. Herein referred to as (CONTRACTOR), a company organized and existing under the laws of the State of South Carolina, with its head office located at:

441 Industrial Drive, Lexington, South Carolina 29072 (www.thefittscompany.com)

**AND:** \_\_\_\_\_ (SUBCONTRACTOR), a company organized and existing under the laws of the State of \_\_\_\_\_ with its head office located at:

\_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_

This Agreement, as negotiated herein, is entered into by and between \_\_\_\_\_, (SUBCONTRACTOR) and (CONTRACTOR).

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, **SUBCONTRACTOR** and the **CONTRACTOR** hereby agree as follows:

### ARTICLE 1. STATEMENT OF WORK:

From time to time, Subcontractor may provide services to Contractor. In addition to the terms and conditions negotiated by the parties for particular projects, Contractor and Subcontractor hereby agree that the terms and conditions of this Subcontractor Agreement (Agreement) shall apply whenever Subcontractor provides services to Contractor.

### ARTICLE 2. INSURANCE:

Subcontractor, at its own expense, shall obtain and maintain in full force and effect, without Interruption during the term of the Agreement, the following minimum levels of insurance:

A. Workers' Compensation insurance covering the legal liability of the Contractor and its Subcontractors under the applicable workers' compensation or occupational disease laws for claims for personal injuries and death resulting there from to the Contractor and its Subcontractor's employees. Subcontractor shall also obtain a minimum of \$1,000,000 of Employers' Liability insurance. Certificates of insurance must include a waiver of subrogation in favor of Contractor.

Commercial General Liability insurance covering the legal liability (including liability assumed contractually, whether incidental or not) of Subcontractor who may be engaged in the services, for claims for personal injuries (including death) and property damage resulting there from arising out of the services to be performed by Subcontractor, in an amount not less than \$1,000,000 for any one occurrence, \$10,000,000 general aggregate (subject to a per project general aggregate provision), \$1,000,000 Products/Completed Operations aggregate limit. Commercial General Liability insurance shall be obtained and shall include broad form contractual liability coverage, products/completed operations, cross liability, severability of interest and broad form property damage (if required), and Contractor as well as its directors, officers and employees shall be named as an additional insured on such Commercial General Liability policy regarding liability arising out of operations performed under this Agreement.

B. Automobile Liability insurance covering the legal liability (including liability assumed contractually, whether incidental or not) of Subcontractor who may be engaged in the services, for claims for personal injuries and death resulting there from and for property belonging to other than Subcontractor caused by highway licensed vehicles of or used by Subcontractor in an amount not less than: (i) \$500,000 for any one person; (ii) \$500,000 for bodily injury for any one occurrence; and (iii) \$500,000 for property damage for any one occurrence. Automobile Liability insurance shall provide coverage for owned, hired or non-owned automobile or other automotive equipment. Contractor shall be named as an additional insured on such policy. Subcontractor's insurance coverage shall be primary insurance as respects work on this project for Contractor, its directors, officers, and employees. Any insurance or self-insurance maintained by Contractor shall be excess of Subcontractor's insurance. Subcontractor, in its agreements with subcontractors, shall require subcontractors to obtain insurance meeting the minimum limits and incorporating the contractual requirements that are prescribed by this Section. Subcontractor hereby waives and relinquishes any right of subrogation against Contractor and its agents, representatives, employees, and affiliates they might possess for any policy of insurance provided under this Section require its insurer to notify Contractor thirty (30) days prior to the effective date of any cancellation or material change in any of the required policies. To the extent Subcontractor utilizes deductibles in conjunction with the insurance required by this Agreement; all deductible expenses will be assumed by Subcontractor. Insurance shall be placed with insurers with a Best rating of not less than A-.

### **ARTICLE 3. CRIMINAL BACKGROUND CHECKS; DRUG TESTING:**

To the extent permitted by law, Subcontractor covenants that it shall conduct background investigations of each of its employees who will provide Services to Contractor under this Agreement or any person or who will have access to any of Contractors Confidential Information or Intellectual Property. Background investigations shall include, at a minimum, verification of prior employment (five to ten years where available) and criminal background checks to the extent permitted by law. Subcontractor will not knowingly permit any person that has been convicted of a felony to provide Services to Contractor. Further, Subcontractor shall not knowingly allow any person to provide services to Contractor under this Agreement or who will have access to Contractors Confidential Information or Intellectual Property to be a former employee of Contractor who is not eligible to be re-hired by Contractor. Each background investigation shall be reduced to writing and will be verified by Subcontractor as having been completed upon request by Contractor, or by applicable governmental authority, upon reasonable notice.

Contractor will cause its Subcontractors to subject all of their employees to pre-employment substance abuse testing (drugs and alcohol) and will provide the results of such tests to Contractor at Contractor's request. Contractor shall have the right at any time during the term of this Agreement to request that any such Subcontractor Personnel engaged in any activity for Contractor submit to substance abuse testing. Subcontractor Personnel who refuse to submit to, or who fail, any such testing may be excluded from any activity or assignment under this Agreement or from access to any or all of Contractor's facilities.

**ARTICLE 4. EQUAL EMPLOYMENT OPPORTUNITY AND AFFIRMATIVE ACTION PROGRAM: CONTRACTOR IS AN EQUAL OPPORTUNITY EMPLOYER AND FEDERAL CONTRACTOR OR SUBCONTRACTOR. CONSEQUENTLY, THE PARTIES AGREE THAT, AS APPLICABLE, THEY WILL ABIDE BY THE REQUIREMENTS OF 41 CFR 60-1.4(A), 41 CFR 60-300.5(A) AND 41 CFR 60-741.5(A) AND THAT THESE LAWS ARE INCORPORATED HEREIN BY REFERENCE. THESE REGULATIONS PROHIBIT DISCRIMINATION AGAINST QUALIFIED INDIVIDUALS BASED ON THEIR STATUS AS PROTECTED VETERANS OR INDIVIDUALS WITH DISABILITIES, AND PROHIBIT DISCRIMINATION AGAINST ALL INDIVIDUALS BASED ON THEIR RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY OR NATIONAL ORIGIN. THESE REGULATIONS REQUIRE THAT COVERED PRIME CONTRACTORS AND SUBCONTRACTORS TAKE AFFIRMATIVE ACTION TO EMPLOY AND ADVANCE IN EMPLOYMENT INDIVIDUALS WITHOUT REGARD TO RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER**

**IDENTITY, NATIONAL ORIGIN, PROTECTED VETERAN STATUS OR DISABILITY. THE PARTIES ALSO AGREE THAT, AS APPLICABLE, THEY WILL ABIDE BY THE REQUIREMENTS OF EXECUTIVE ORDER 13496 (29 CFR PART 471, APPENDIX A TO SUBPART A), RELATING TO THE NOTICE OF EMPLOYEE RIGHTS UNDER FEDERAL LABOR LAWS.**

Contractor has a firm and unwavering commitment to provide equal employment opportunities to all employees and applicants without regard to age, citizenship, color, disability, ethnic origin, gender, gender identity and expression, marital status, nationality, national origin, race, religion, sexual orientation, genetic predisposition, or protected veteran status, or any other status or classification protected by federal, state, or local law. Subcontractor represents that it is and shall continue to be in full compliance with all Executive Orders, laws, rules, and regulations, all as from time to time may be amended, relating to equal employment opportunity.

**ARTICLE 5. IMMIGRATION:**

Contractor and its Affiliates are committed to complying with all applicable immigration laws of the United States, including the Immigration Reform and Control Act of 1986, as amended, which act requires that all employees hired since 1986 provide proof of identity and employment eligibility before working in the United States. It is the policy of Contractor and its Affiliates to comply fully with this requirement and to require compliance by all third party suppliers, contractors, and service providers that perform work or services upon any premises owned or operated by Contractor or its Affiliates. Subcontractor shall not place any of its employees at a Contractor worksite or the worksite of a Contractor Affiliate, nor shall Subcontractor permit any of its employees, nor any of its contractors or Subcontractors, or their respective employees, to perform any work on behalf of or for the benefit of Contractor or its Affiliate without first verifying and ensuring their authorization to lawfully work in the United States. Subcontractor acknowledges, agrees, and warrants that (i) Subcontractor maintains and follows an established policy to verify the employment authorization of its employees and to ensure continued compliance for the duration of employment, (ii) Subcontractor has verified the identity and employment eligibility of all of its employees in compliance with applicable law, (iii) Subcontractor has established internal safeguards and reporting policies to encourage its employees to report any suspected violations of immigration policies or of immigration law promptly to Subcontractor's senior management, (iv) Subcontractor has implemented a policy to verify the validity of Social Security information provided by its employees at the time of hire by Subcontractor, (v) Subcontractor is without knowledge of any fact that would render any of its employees or any of its contractors or Subcontractors, or their respective employees, ineligible to legally work in the United States, and (vi) Subcontractor will promptly notify Contractor in writing in the event that any of its employees or any of its contractors or Subcontractors, or their respective employees, that are working on Contractors' or its Affiliates' premises should lose authorization to legally work in the United States.

**ARTICLE 6. CONFIDENTIALITY:**

Subcontractor acknowledges and agrees it may have access to and become acquainted with Contractor's trade secrets, trademarks, inventions, customer lists, accounts, services, innovations, processes and procedures, information, records, and specifications owned or licensed by Contractor and/or used by Contractor in connection with the operation of its business (Confidential Information). Subcontractor agrees it will not disclose, either directly or indirectly, any Confidential Information to any third party. Subcontractor further agrees it will not use the Confidential Information except in connection with Subcontractor's performance of this Agreement. All Contractor files, records, documents, blueprints, specifications, letters, notes, original artwork, furnished notebooks and similar items coming into Subcontractor's possession shall remain the exclusive property of Contractor and shall be returned to Contractor by Subcontractor upon the completion of the Work Order or earlier termination of this Agreement or upon written request from Contractor that said property be returned. Subcontractor agrees to take all necessary and reasonable steps to preserve Confidential Information during and

after termination or expiration of this Agreement. Subcontractor further agrees it will not disclose to any third parties, Subcontractor has been retained by Contractor, without the prior written consent of Contractor.

**ARTICLE 7. INDEMNIFICATION AND ARBITRATION:**

The work performed by Subcontractor shall be at the risk of Subcontractor exclusively. Subcontractor hereby indemnifies and holds Contractor, its parent and affiliates and their respective officers, directors, employees and agents, harmless from and against any and all claims, actions, losses, judgments, or expenses, including attorney's fees, arising from or in any way connected with work performed, materials furnished, or services provided by Subcontractor for the Contractor during the term of this Agreement.

Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled by binding arbitration and judgment on the award rendered by arbitrator(s) may be entered in any court having jurisdiction thereof. The prevailing party in any arbitration concerning this Agreement shall be entitled to reasonable attorneys' fees.

**ARTICLE 8. WARRANTY:**

Subcontractor represents and warrants that the services will (i) comply with all performance and quality standards, specifications and requirements outlined in any agreement between Contractor and Vendor and (ii) that any materials or products provided by Subcontractor when performing the services will be new, of good quality, and free of defects in design, workmanship and materials, and in accordance with the Warranty Policies outlined in any agreement between Contractor and Vendor. If substantial defects in workmanship or materials are encountered or discovered by Contractor, such defects shall immediately be corrected or remedied by Subcontractor in accordance with the terms of this Agreement,

Subcontractor agrees to indemnify and to defend Contractor, its successors and assigns, from and against all costs, expenses, claims, demands, suits, causes of action, proceedings, awards, judgments, taxes, damages (of any kind or nature whatsoever) and liabilities (including, without limitation, attorneys' fees) incurred or suffered by Contractor at any time which may arise from or out of any work performed by Subcontractor on behalf of Contractor.

**ARTICLE 9. MISCELLANEOUS:**

Subcontractor is an independent contractor and not an employee of Contractor.

This Agreement shall be in full force and effect from the date of signing unless canceled in writing by either party with thirty (30) days' written notice. Cancellation of this Agreement shall not negate any term or condition, such as the indemnity or insurance requirements.

This Agreement is governed by the laws of the State of South Carolina. Any amendment(s) must be given in writing.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement as of the day and year first above written.

SUBCONTRACTOR

CONTRACTOR (The Fitts Company, Inc.)

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

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

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

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

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

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

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

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

WITNESS

WITNESS

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

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

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

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