



## CONTRACTOR PRE-QUALIFICATION VERIFICATION

### **NOTE TO CONTRACTORS:**

The Tri-COG Land Bank (TCLB) emphasizes the importance of craftsmanship and quality materials in the performance of work. This emphasis requires a certain level of skill and experience on the part of the Contractor. Consequently, the TCLB has established a pre-qualification procedure for Contractors, and has developed and maintains a list of pre-qualified Contractors in the respective trades. Contract for work are awarded only to pre-qualified Contractors.

### **Instructions:**

In order to pre-qualify, a Contractor must:

- Complete the Contractor's Pre-Qualification Verification Form in its entirety and submit it to the TCLB.
- Agree to provide equal employment opportunities, as evidenced by Contractor's signed Equal Employment Opportunity Certification (See attached).
- Submit a signed Contractor's Warranty Statement (See Attached).
- Submit Certificate of Insurance, confirming compliance with the TCLB's Insurance Requirements (See attached).
- Submit a completed W-9 Tax Form (attached).
- Provide all licenses and certifications required by the TCLB.
- Submit proof of Workers' Compensation Insurance.
- If applicable, submit proof of registration with the PA Bureau of Consumer Protection pursuant to the PA Home Improvement Consumer Protection Act, 73 P.S. § 517.1 *et seq.*

If, in the opinion of the TCLB, the Contractor meets the program's standards for Qualified Contractors, the Contractor's name will be placed on the list of Qualified Contractors, according to trade or specialty.

The TCLB reserves the right to require additional information, including a financial statement from contractors, as a necessary pre-requisite to pre-qualification.

Thank you in advance for your cooperation,

**The Tri-COG Land Bank Staff**

## CONTRACTOR PRE-QUALIFICATION VERIFICATION FORM

### Prospective Contractor's Qualifications & Evidence of Responsibility

#### 1) General Contractor Information

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

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

Contact Person: \_\_\_\_\_

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

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

Federal Tax I.D. Number or Social Security Number: \_\_\_\_\_

#### 2) Organization (check one)

\_\_\_ Sole Proprietorship/Owner's name \_\_\_\_\_

\_\_\_ Partnership/Partners' names \_\_\_\_\_

\_\_\_ Limited Liability Company(LLC)/Members' Names \_\_\_\_\_

\_\_\_ Corporation/Company Name \_\_\_\_\_

\_\_\_ Other/Specify \_\_\_\_\_

#### Business Classification (check all that apply)

\_\_\_ DBE (Disadvantaged Business Enterprise)

\_\_\_ VOSBE (Veteran Owned Small Business Enterprise)

\_\_\_ MBE (Minority Business Enterprise)

\_\_\_ SBE (Small Business Enterprise)

\_\_\_ WBE (Women-Owned Business Enterprise)

\_\_\_ Other (specify) \_\_\_\_\_

3) Company History

Company Established Date\_\_\_\_\_

Has the company and/or owner(s) ever operated under a different name? Yes\_\_\_ No\_\_\_

If yes, please list all previous names \_\_\_\_\_

Has the company and/or owner(s) ever failed to complete work awarded? Yes\_\_\_ No\_\_\_

If yes, please specify \_\_\_\_\_

Has the company and/or owner(s) ever defaulted on a contract? Yes\_\_\_ No\_\_\_

If yes, please specify \_\_\_\_\_

Are the company and/or owner(s) listed as an ineligible contractor by the U.S Department of Housing and Urban Development? Yes\_\_\_ No\_\_\_

If yes, please specify \_\_\_\_\_

4) Litigation Information

Has any judgment, including that which is the result of a regulatory proceeding, been rendered against you in the last ten years.? Yes\_\_\_ No\_\_\_

If yes, please explain. (attach additional pages if necessary) \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

5) Licenses Held (if any - attach additional pages if necessary) Please list the license held, issuing agency, license number and expiration date. (attach additional pages if necessary)

License: \_\_\_\_\_ Agency: \_\_\_\_\_ Number: \_\_\_\_\_ Expiration: \_\_\_\_\_

License: \_\_\_\_\_ Agency: \_\_\_\_\_ Number: \_\_\_\_\_ Expiration: \_\_\_\_\_

License: \_\_\_\_\_ Agency: \_\_\_\_\_ Number: \_\_\_\_\_ Expiration: \_\_\_\_\_

**6) Areas of Specialization (non-subcontracted work)** (check which categories apply – attach additional pages if necessary)

☐ Abatement ☐ Lead ☐ Asbestos  
☐ Boarding and Security  
☐ Carpentry ☐ rough ☐ finish  
☐ Cleaning  
☐ Concrete  
☐ Demolition  
☐ Electrical  
☐ Excavating/Landscaping  
☐ Floor Covering  
☐ Garage Doors  
☐ Gutters & Downspouts  
☐ General Contracting  
☐ Insulation/Weather-Stripping

☐ Kitchen/Bath  
☐ Landscape Maintenance  
☐ Masonry/Brick  
☐ Mechanical, (HVAC)  
☐ Painting  
☐ Pest Control  
☐ Plaster/Drywall  
☐ Plumbing  
☐ Roofing  
☐ Siding  
☐ Title & Escrow  
☐ Tree Removal  
☐ Other \_\_\_\_\_

**7) Insurance** (see attached)

Company Name: \_\_\_\_\_  
Agent Name: \_\_\_\_\_  
Phone: \_\_\_\_\_  
General Liability Insurance Policy Number: \_\_\_\_\_ Expiration: \_\_\_\_\_  
Auto Insurance Policy Number: \_\_\_\_\_ Expiration: \_\_\_\_\_

**8) Project Experience** (provide the following information on your largest project – attach additional pages if necessary)

Scope of Project:

Prime Contractor/Sub-Contractor:

**References:** Please provide no fewer than three business references where contract performance has taken place within the last 12 months.

Name

Address

Phone

_____	_____	_____
_____	_____	_____
_____	_____	_____

**I Hereby certify that the information provided herein is, to the best of my knowledge and belief true, accurate and complete.**

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Authorized Signature of Contractor

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Date

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Printed Name

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Company Name

**Please Return Completed Form To:**

**Tri-COG Land Bank  
1705 Maple St. STE 100  
Homestead, PA 15120**

**Phone: 412.462.7600**

**Email: [gary@tricoglandbank.org](mailto:gary@tricoglandbank.org)**

**Website: [tricoglandbank.org](http://tricoglandbank.org)**

## Equal Employment Opportunity Certification

The undersigned, on behalf of \_\_\_\_\_ is an Equal Opportunity Employer and will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, disability, age, gender identity, genetic information, sexual orientation, military status (past, present or future) or any other characteristic protected by law.

Company name

As used here, the phrase “shall not discriminate” applies without limitation to the following: (1) recruitment, whether by advertising or other means; (2) compensation, whether in the form of rates of pay, or other forms of compensation; (3) selection for training, including apprenticeship; and (4) promotion, upgrading, demotion, downgrading, transfer, laying off, and termination.

In the event of non-compliance with this Equal Employment Opportunity Certification, contracts for work through the Tri-COG Land bank (TCLB) may be cancelled, terminated, or suspended in whole or in part, and \_\_\_\_\_ may be removed from the TCLB’s list of Qualified Contractors.

Company name

\_\_\_\_\_. Shall include the provisions of this Equal Employment Opportunity Certification in every subcontract, sublease, or purchase order related to its contract with the TCLB so that such provisions will be binding upon each subcontractor, sublessee, or vendor.

Company name

\_\_\_\_\_  
Company name

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Dated: \_\_\_\_\_

### **Contractor's Warranty Statement**

The undersigned, on behalf of \_\_\_\_\_ (Contractor) warrants as follows:  
Company name

1. That all materials and equipment furnished under any contract with the Tri-COG Land Bank (TCLB) shall be free from defect;
2. That all work performed under any contract with the TCLB shall be free from defects and shall be performed in a good and workmanlike manner;
3. That for a period of one (1) year from the date of final payment to the Contractor for the contracted work, Contractor shall, at its own expense, replace any defective materials installed by Contractor and correct any faulty workmanship performed by Contractor, upon written notice from the TCLB;
4. That Contractor shall furnish the TCLB with all applicable manufacturers' and suppliers written warranties and warranties covering any materials and equipment installed or constructed;
5. That Contractor shall require any subcontractor utilized to perform services under any contract with the TCLB to similarly warrant its work and materials by executing this Warranty.

In the event of non-compliance with this Warranty, by Contractor or by any of its subcontractors, contracts for work through the Tri-COG Land Bank (TCLB) may be cancelled, terminated, or suspended in whole or in part, and Contractor may be removed from the TCLB's list of Qualified Contractors.

\_\_\_\_\_  
Company name

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

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

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

Dated: \_\_\_\_\_

## **Tri-COG Land Bank Insurance Requirements**

### I. General Provisions

1. In addition to any other terms defined herein, as used herein, the following terms have the meanings ascribed to them.

**“Agreement”** means the agreement to which this document is attached.

**“Contracting Party”** means the party identified in the Agreement as providing services to the Tri-COG Land Bank.

**“Contracting Party's Agents”** means the Contracting Party's agents, contractors, subcontractors, heirs, legatees, executors, administrators, personal representatives, successors, and assigns.

**“Land Bank”** means the Tri-COG Land Bank (TCLB).

2. All insurance policies must be provided by insurance companies (i) authorized to do business in the Commonwealth of Pennsylvania, (ii) having a then current A.M. Best Rating of at least "A" and a financial size category of at least Class VIII; and (iii) which are otherwise reasonably satisfactory to the Land Bank.
3. All insurance, except professional liability, as may be required as set forth below, must be written on an occurrence basis and not a claims-made basis.
4. The Land Bank, its members, and their respective officers, directors, agents, attorneys, staff, and employees (each, an **"Additional Insured"**, collectively, the **"Additional Insureds"**), as their interests may appear, shall be additional insured on a primary and non-contributory basis on the CGLI, ALI, and U/EI policies, and on any professional liability that may be required.
5. All insurance required (i) shall not be invalidated due to the acts or omissions of the Land Bank, its members or any of their respective officers, directors, agents, attorneys, staff, or employees, even for claims involving, directly or indirectly, their negligence; (ii) shall include coverage that is applicable separately to each insured against whom a claim is made or suit is brought; and (iii) shall contain a "cross liability" endorsement and shall not contain any "cross liability" exclusion that precludes coverage for suits or claims between the Contracting Party and the Land Bank or between the Land Bank and any other insured or additional insured under any insurance policies.



6. All insurance policies must provide for at least thirty (30) days prior written notice to be given to the Land Bank in the event that coverage is changed, cancelled, or not renewed. In the event of a change, cancellation, or non-renewal of any insurance coverage, the Contracting Party must replace the coverage(s) to comply with these requirements to prevent a lapse of coverage for any time period.
7. If any such insurance is due to expire during the term of the Agreement, the Contracting Party shall not permit the Contracting Party's coverage or any of Contracting Party's Agents' coverage, to lapse and shall promptly furnish evidence of coverage to the Land Bank. The failure of the Contracting Party or any of the Contracting Party's Agents to obtain and maintain all required insurance shall constitute a breach of the Agreement.
8. These insurance requirements are subject to the periodic review by the Land Bank. Any failure, actual, or alleged, on the part of the Land Bank to monitor or enforce compliance with any of the insurance requirements will not be deemed as a waiver of any rights or remedies on the part of the Land Bank.
9. At any time, and from time to time, the Land Bank may require additional types of insurance or higher limits if, in its sole discretion, the potential risk warrants it.
10. The amount or type of insurance required shall not be construed to be a limitation, reduction, or modification of the liability on the part of the Contracting Party or any of the Contracting Party's Agents. The amount or type of insurance required shall in no way be interpreted as relieving the Contracting Party or any of the Contracting Party's Agents of any responsibility or liability under the Agreement.
11. Certificates of insurance, delivered to the Land Bank, evidencing the required coverage must be submitted upon execution of the Agreement and at least ten (10) days prior to the expiration date of each policy. The Contracting Party shall furnish certified copies of the original policies of all insurance required under the Agreement (whether the Contracting Party's or any of the Contracting Party's Agents') at any time within five (5) days after written request by the Land Bank.
12. The Contracting Party shall also obtain all endorsements reasonably requested by the Land Bank necessary or desirable to provide the protections contemplated herein.

## II. Commercial General Liability Insurance ("CGLI")

1. The following minimum CGLI limits must be provided per project/location:
  - \$1,000,000 Each Occurrence (combined single limit for bodily injury, death, and property damage)
  - \$1,000,000 Personal and Advertising Injury
  - \$2,000,000 General Aggregate (other than Products/Completed Operations)
  - \$2,000,000 Products/Completed Operations Aggregate
2. The CGLI policy must protect against any and all public liability; property damage; premises operations; blanket contractual liability (written and oral and must include liability for employee injury assumed under a contract as provided in the standard ISO policy form); bodily/personal injury; death; products/completed; operations; independent contractors; employees and volunteers as additional insureds; separation of insureds; broad form property damage (including completed operations); explosion, collapse, and underground hazards; and personal injury and advertising injury.
3. The CGLI policy must include contractual liability coverage to cover the Contracting Party's indemnity obligations in the Agreement in a form sufficient, as determined by the Land Bank in its sole discretion. Notwithstanding the minimum limits specified herein, no less than the stated value of the CGLI policy shall be available to the Land Bank to cover the Contracting Party's indemnity obligations under the Agreement.

## III. Automobile Liability Insurance ("ALI")

1. All ALI must insure against bodily injury, death, and property damage arising out of the operation, maintenance, use, loading, and unloading of any and all owned, non-owned, and hired automobiles (or any auto) with the following minimum coverages:
  - \$1,000,000 per accident (combined single limit for bodily injury, death, and property damage)
2. All ALI must provide for contractual liability coverage including, without limitation, liability for employee injury assumed under a contract as provided in the standard ISO policy form.
3. Coverage for all owned automobiles will be waived if the Contracting Party or any of the Contracting Party's Agents does not own any automobiles so long as the Contracting Party or the applicable Contracting Party's Agents provides the Land Bank with a letter stating that the Contracting Party or the applicable Contracting Party's Agents do not own any automobiles.

The letter must be on company letterhead and executed by an individual authorized to sign on behalf of the Contracting Party or the applicable Contracting Party's Agents. When the Contracting Party or any of the Contracting Party's Agents do not own any automobiles, coverage for non-owned and hired automobiles must be endorsed to the commercial general liability policy or provided under a separate non-owned and hired automobile liability policy.

#### IV. Umbrella/Excess Insurance ("U/EI")

1. To the extent the Contracting Party or any of the Contracting Party's Agents carries U/EI above the minimum required limits stated in this Exhibit, the Additional Insureds shall be named as additional insureds under the U/EI. The protection afforded the Additional Insureds under the U/EI shall be as broad or broader than the coverage provided in the underlying insurance. Each U/EI policy shall specifically state that the insurance provided by the Contracting Party or the Contracting Party's Agents shall be considered primary.

#### V. Applicable to CGLI, ALI, and U/EI

1. The CGLI, ALI, and U/EI policies must provide for the following:
  - a. Must be primary, notwithstanding any insurance maintained by the Land Bank. Any of the Land Bank's insurance shall be considered excess for the purpose of responding to claims.
  - b. Must not contain exclusions or limitations applicable to additional insureds that are not applicable to the named insured or that limits coverage in way with respect to additional insureds.
  - c. Must include a waiver of subrogation in favor of the Land Bank by referencing and attaching the required endorsement, acceptable to the Land Bank in its sole discretion.
  - d. Must not exclude coverage for punitive or exemplary damages, where or to the extent that coverage for such damages is permitted by law.
  - e. Must not exclude coverage for any of the Additional Insureds (defined below) for any injuries to any employee of the Contracting Party or any employee of Contracting Party's Agents.
  - f. Additional insured status under the CGLI, ALI, or the U/EI policy must not be limited by amendatory language to the policy. All CGLI coverage must provide that defense costs shall be payable in addition to, and shall not reduce, policy limits.

#### VI. Workers' Compensation and Employers' Liability Insurance ("WCI/ELI")

1. All WCI/ELI must provide for the statutory benefits imposed by applicable state or federal law such that: (1) the Land Bank and/or its members will have no liability to the Contracting Party or any of the Contracting Party's Agents, or their respective employees; and (2) the Contracting Party and the Contracting Party's Agents will satisfy all workers' compensation obligations imposed by state law.
2. Employers' liability insurance shall provide for limits of \$1,000,000 for bodily injury - each accident / \$1,000,000 bodily injury by disease - policy limit / \$1,000,000 bodily injury by disease - each employee.
3. Workers' compensation insurance and employers' liability insurance must include a documented waiver of subrogation in favor of the Land Bank.
4. The Contracting Party and the Contracting Party's Agents may satisfy their workers' compensation obligations by providing documentation of current authorization from the appropriate state authorities indicating that such party is adequately self-insured for workers' compensation claims.
5. WCI/ELI may be waived if the Contracting Party or the Contracting Party's Agents, as applicable, has no employees so long as the Contracting Party or any of the Contracting Party's Agents, as applicable, provides the Land Bank with a letter stating that there are no employees. The letter must be on company letterhead and executed by an individual authorized to sign on behalf of the company.

#### VII. Professional Liability

1. Professional Liability Insurance with a minimum policy limit of \$5,000,000 per claim and aggregate with a deductible not to exceed \$50,000. The coverage provided will cover all actual or alleged acts, errors, and omissions arising out of the professional services rendered by the Contracting Party and the Contracting Party's Agents as well as liability assumed under the Agreement. The retroactive date must be on or prior to the contract date. The Contracting Party will also obtain tail coverage or an extended reporting period or maintain coverage for occurrences happening during the performance of the Agreement for at least two (2) years after completion of the Agreement.

Article 3 (covering Professional Services)†	Required	/occurrence	Personal and Advertising Injury	Aggregate	Products/ Completed Operations Aggregate	Deductible
General Liability*	Yes	\$1,000,000	\$1,000,000	\$2,000,000	\$2,000,000	
Auto Liability*	Yes	\$1,000,000				
Workers' Comp/Employers' Liability*	Yes			\$1,000,000		
Professional Liability*	Yes	\$5,000,000		\$5,000,000		Max \$50,000

Article 4 (covering non-Professional Services)†	Required	/occurrence	Personal and Advertising Injury	Aggregate	Products/ Completed Operations Aggregate	Deductible
General Liability*	Yes	\$1,000,000	\$1,000,000	\$2,000,000	\$2,000,000	
Auto Liability*	Yes	\$1,000,000				
Workers' Comp/ Employers' Liability*	Yes			\$1,000,000		

\*All insurance policies must provide at least 30 days prior written notice to the Tri-COG Land Bank in the event of a change, cancellation or not renewal.

† The TCLB must be listed as an 'additional insured' on all policies, including Umbrella/Excess Insurance policies, if carried, except workers' compensation/employers' liability insurance.