

VENDOR PACKET – USA

Prepared for :  
Retail Mechanical Services

Date of Issue :  
02 / 01 / 2020

VENDOR  
PACKET



Retail Mechanical Services  

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Inc

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# FACSIMILE TRANSMITTAL

Co: \_\_\_\_\_ Fax: \_\_\_\_\_  
Att: \_\_\_\_\_ Date: \_\_\_\_\_  
Re: \_\_\_\_\_ Pages: \_\_\_\_\_  
CC: \_\_\_\_\_

Dear Valued Service Partner,

Thank you for taking the time to service our clients' needs with the knowledge and expertise you can provide within your specific trade. Our main goal at Retail Mechanical Services is to provide our clients with the best contractors in the area that can complete the requested services at the most cost efficient pricing. In order to attain our goal, we need to have reliable local companies such as yours.

Retail Mechanical Services has been providing the retail industry with excellent customer service since it opened. Our service department is available 24 hours a day 7 days a week unlike many of our competitors and our service coverage area includes the entire United States, Canada and Puerto Rico. The demand for retail maintenance and services as well as our clients' needs has increased dramatically over the past few years, which means the demands for new vendors that strive to provide the best service has increased as well. The performance of our local vendors is vital to the level of customer service we strive to provide to our clients. Providing excellent service within our retail locations can ensure more future business for our company as well as yours.

Attached you will find all the paperwork requirements for new vendors. We will need to have all the requested paperwork within 48 hours in order for your company to remain as an active vendor and continue to get work in the future. Please provide a certificate of insurance with Retail Mechanical Services listed as a certificate holder, fill out the W-9 form and the standard form of agreement and email back to us. Once this paperwork has been received, you will only need to provide an updated certificate of insurance annually to ensure the one we have on file is always current. We look forward to working with your company and would like to thank you in advance for helping us reach our goal.

Please feel free to contact us anytime if you have any questions.

Thank you,  
Retail Mechanical Services, Inc.



**Please be advised we need the following paperwork in order to process your invoice and remain an active vendor. If we do not receive the below paperwork, this will delay the processing of your invoice.**

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### CERTIFICATE OF INSURANCE

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Your certificate must come from your insurance company. We do not accept declaration pages as proof of insurance or certificates that do not have us listed as certificate holder and additionally insured.

- |  |  |
|--|--|
| <ul style="list-style-type: none"> <li><input type="checkbox"/> Your certificate of insurance must have the same company name that appears on your invoice.</li> <li><input type="checkbox"/> Two (2) Million general aggregate (General Liability)</li> <li><input type="checkbox"/> One (1) Million each occurrence (General Liability)</li> </ul> | <ul style="list-style-type: none"> <li><input type="checkbox"/> Listed as the <b>certificate holder</b> on your certificate with our name and address: <b>(must come from your insurance company)</b></li> <li><input type="checkbox"/> Listed as <b>additionally insured</b> on your certificate with our name and address: <b>(must come from your insurance company)</b></li> <li><input type="checkbox"/> All HVAC/R contractors <b>MUST</b> provide a physical copy of the HVAC/R Contractors license.</li> </ul> |
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### WORKERS' COMPENSATION

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Workers' compensation must come from your insurance company. Due to insurance company requirements we are limited to working with company who carry workman's compensation insurance regardless of the type of business or state exemptions.

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### HVAC/R COMPANY LICENSE

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All HVAC/R companies **MUST** provide RMS with a copy of the HVAC/R company license.

#### **INDEMNIFICATION FORM**

Review the indemnification form of agreement. We cannot accept the agreement with any changes. Please sign and return.

#### **W-9 FORM**

Complete the enclosed W-9. If you are providing your social security number, please advise the name that applies to that social security number. Please sign and return to us.

#### **RMS IS TAX EXEMPT**

RMS is tax exempt in the following states (**AR, AZ, CA, CO, CT, GA, FL, IA, ID, IN, KY, LA, MA, MI, MN, MO, NC, NE, NM, NJ, NV, NY, OH, OK, PA, RI, SC, TN, TX, UT, VT, WA, WI, WV, WY**) should you be located in any of these states. Please contact us for a re-sale certificate.

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### PAYMENT TERMS & INVOICING

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Subcontractor agrees to invoice General Contractor within 7 days from completion of work. General Contractor will not pay any invoices received over 30 days from completion of work. Payment terms are Net 45 days from the receipt of invoice. Invoices and Sign-Offs must be sent to 'documents@retailmechanical.com'. Early payment discounts are negotiable with our Accounting Department. Please contact our accounting department for more information at (631) 297-9292. **\*\*Please send ONE invoice per workorder. All invoices should be sent in upon completion of the entire job.\*\***

The Subcontractor shall purchase and maintain insurance of the following types of coverage and limits of liability:

**1) COMMERCIAL GENERAL LIABILITY (CGL)** coverage with limits of Insurance of not less than \$1,000,000 each occurrence and \$2,000,000 Annual Aggregate.

- A)** If the CGL coverage contains a General Aggregate Limit, such General Aggregate shall apply separately to each project.
- B)** CGL coverage shall be written on ISO Occurrence form CG 00 01 10/01 or a substitute form providing equivalent coverage and shall cover liability arising from premises, operations, independent contractors, products-completed operations, residential projects (if applicable) and personal and advertising injury.
- C)** Contractor, Owner and all other parties who Contractor is required to name as additional insureds by any contract, shall be included as insureds on the CGL, using ISO Additional Insured Endorsement CG 20 10 (0413) & CG 20 37 (0413), or an endorsement providing equivalent or broader coverage to the additional insureds.

The coverage provided to the additional insureds under the policy issued to the Subcontractor shall be at least as broad as the coverage provided to the Subcontractor under the policy. Coverage for the additional insureds shall apply as primary and non-contributing insurance before any other insurance or self-insurance, including any deductible, maintained by, or provided to, the additional insureds.

- D)** Subcontractor shall maintain CGL coverage for itself and all additional insureds for the duration of the project and maintain Completed Operations coverage for itself and each additional insured for at least 3 years after completion of the Work.
- E)** CGL coverage shall not have exclusions for residential projects, territorial limitations, bodily injury to employees, work at heights or any other exclusion deemed unacceptable to the Contractor.

**2) WORKERS COMPENSATION AND EMPLOYERS LIABILITY**

- A)** Employers Liability Insurance limits of at least \$1,000,000 each accident for bodily injury by accident and \$1,000,000 each employee for injury by disease. Or Statutory state limits.

**3) WAIVER OF SUBROGATION**

Subcontractor waives all rights against Contractor, Owner and Architect and their agents, officer directors and employees for recovery of damages to the extent these damages are covered by commercial general liability, commercial umbrella liability, business auto liability or workers compensation and employers liability insurance maintained per requirements stated above.

**4) NOTICE OF CANCELLATION**

The required insurance policies shall contain a provision that coverage afforded under the policies will not be cancelled or allowed to expire until at least 30 days prior written notice has been given to the Contractor.

- 5)** The Subcontractor shall not sublet any part of its work without written approval from the Owner or Contractor. The Subcontractor shall not sublet any part of its work without assuming full responsibility for requiring similar insurance from its subcontractors and shall submit satisfactory evidence to that effect to the Contractor. Each such insurance policy of the sub subcontractor, except the Workers Compensation Policy, shall include the Owner, the Contractor and all other parties who Contractor is required to name as additional insureds by any contract as an additional insured.

Prior to commencing the work, the Subcontractor shall submit to the Contractor a certificate of insurance, a copy of the Additional Insured Endorsement and a copy of the applicable Other Insurance clause that is part of the Subcontractor's Commercial General Liability Policy. The certificate of insurance must include the following wording in the Description of Operations Section:

**“Retail Mechanical Services, Inc. is named as additional insured as per written contract on a primary and noncontributory basis. Waiver of subrogation in favor of Retail Mechanical Services, Inc.”.**

A copy of the entire Commercial General Liability policy with all endorsements shall be submitted to the Contractor when requested.

# INDEMNIFICATION



To the fullest extent permitted by law, the Subcontractor agrees to indemnify, defend and hold harmless the Contractor as well as all parties listed below as additional insureds, their offices, directors, agents, employees and partners (hereafter collectively “Indemnitees”) from any and all claims, suits, damages, liabilities, professional fees, including attorney’s fees, costs, court costs, expenses and disbursements related to death, personal injuries or property damage (including loss of use thereof) brought against any of the Indemnitees by any person or entity, arising out of or in connection with or as a result or consequence of the performance of the Work of the performance of the Work of the Subcontractor, as well as any additional work, extra work or add on work whether or not cause in whole or in part by the subcontractor and any subcontractor they hire shall risk of the subcontractor exclusively. Subcontractor hereby indemnifies and holds Contractors,

its parent and affiliates and their respective officers, directors, employees and agents from and against any and all claims, actions, losses, judgements, or expenses, including reasonable attorney’s fees arising from or in any connected with the work performed, materials furnished, or services provided to Contractor during the term of this Agreement. Attorney’s fees, court costs, expenses and disbursements shall be defined without limit to include those fees, costs, etc. incurred in defending the underlying claim and those fees, costs, etc. incurred in connection with the enforcement of this Subcontract Agreement. Indemnification under this agreement. The Subcontractor shall cause all subcontract agreements it enters into to include this indemnification clause so as to ensure that Contractor and all Indemnitees hereunder shall have the same protection from sub-subcontractors as is afforded by the Subcontractor.

**DATE:**

**SIGNATURE:**

**TITLE:**

**SUBCONTRACTOR (YOUR COMPANY NAME):**

**ADDRESS:**

# Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

► Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Print or type.  
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
2 Business name/disregarded entity name, if different from above	
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only <b>one</b> of the following seven boxes.  <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate  <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____ <b>Note:</b> Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is <b>not</b> disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.  <input type="checkbox"/> Other (see instructions) ►	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):  Exempt payee code (if any) _____  Exemption from FATCA reporting code (if any) _____  <small>(Applies to accounts maintained outside the U.S.)</small>
5 Address (number, street, and apt. or suite no.) See instructions.	Requester's name and address (optional)
6 City, state, and ZIP code	
7 List account number(s) here (optional)	

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

<b>Social security number</b>										
				-						
or										
<b>Employer identification number</b>										
				-						

## Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

<b>Sign Here</b>	Signature of U.S. person ►	Date ►

## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

## Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.*



### CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

Current date

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 have ADDITIONAL INSURED provisions or 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).

<b>PRODUCER</b> _____ _____	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): _____ FAX (A/C, No): _____ E-MAIL ADDRESS: _____ _____ _____
<b>INSURED</b> _____ _____	INSURER(S) AFFORDING COVERAGE: _____ NAIC #: _____ INSURER A: <span style="color: blue;">Insurance Co Name</span> INSURER B: _____ 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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER: _____	X	X	Policy #	Dates	Dates	EACH OCCURRENCE \$ <span style="color: blue;">1,000,000</span> DAMAGE TO RENTED PREMISES (Fa occurrence) \$ <span style="color: blue;">50,000</span> MED EXP (Any one person) \$ <span style="color: blue;">5,000</span> PERSONAL & ADV INJURY \$ <span style="color: blue;">1,000,000</span> GENERAL AGGREGATE \$ <span style="color: blue;">2,000,000</span> PRODUCTS - COMP/OP AGG \$ <span style="color: blue;">2,000,000</span> \$ _____
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS, NON-OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY						COMBINED SINGLE LIMIT (Fa accident) \$ _____ BODILY INJURY (Per person) \$ _____ BODILY INJURY (Per accident) \$ _____ PROPERTY DAMAGE (Per accident) \$ _____ \$ _____
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED: _____ RETENTION \$: _____						EACH OCCURRENCE \$ _____ AGGREGATE \$ _____ \$ _____
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE/OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	X	Policy #	Dates	Dates	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ <span style="color: blue;">1,000,000</span> E.L. DISEASE - EA EMPLOYEE \$ <span style="color: blue;">1,000,000</span> E.L. DISEASE - POLICY LIMIT \$ <span style="color: blue;">1,000,000</span>

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES** (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
Retail Mechanical Services, Inc is named as additional insured as per written contract.  
Insurance is primary and non-contributory and includes a waiver of subrogation is favor of RMS, Inc.

<b>CERTIFICATE HOLDER</b>  <div style="text-align: center; color: blue;">                         Retail Mechanical Services, Inc                          3249 Route 112,                          Bldg 4, Suite 2                          Medford, NY 11763                     </div>	<b>CANCELLATION</b> 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
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# VENDOR FORM

Please complete this form regarding your company and the services you offer. The better informed we are the better we will be able to assist you and your company. This form may be updated at any time by request. The information provided is for our use only and will not be released to any third party.

## Vendor Information

Company Name	Are you a National Company?
D.B.A.	Are you a Franchise?
Office Phone	Contact Name
Office Fax	Cell Phone
Emergency Phone	Contact Name
Mailing Address	Physical Address
City                      Zip	City                      Zip
State	State
*Email Address (Required)	Billing Email Address

## Hourly Rate / Trip Charge

### Organization Type

- |               |               |                            |
|---------------|---------------|----------------------------|
| S Corporation | C Corporation | Individual/Sole Proprietor |
| L.L.C.        | Trust/Estate  | Partnership                |

### Service Categories

- |               |                |                |
|---------------|----------------|----------------|
| HVAC          | Hourly Rate \$ | Trip Charge \$ |
| REFRIGERATION | Hourly Rate \$ | Trip Charge \$ |

Other: \_\_\_\_\_  
\_\_\_\_\_

License Type: \_\_\_\_\_

License Number: \_\_\_\_\_

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

### Service Areas (State, City)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



# CREDIT REFERENCES

## **All Phase Mechanical**

3033 Finland Road  
Pennsburg, PA 18041

**Contact:** Matt

**Phone:** (215) 679-3625

## **Baja Mechanical, Inc.**

1515 Ohio Avenue  
Richmond, CA 94110

**Contact:** Andrew

**Phone:** (415) 686-5057

## **Jax Refrigeration, Inc.**

1529 3rd Street S  
Jacksonville Beach, FL 32250

**Contact:** Mark

**Phone:** (904) 249-1400

## **Polaris Refrigeration, Inc.**

3619 N 35TH STREET  
Phoenix, AZ 85017

**Contact:** Lisa

**Phone:** (602) 484-4519

**TAX ID# 81-3472686**

### **Bank Reference**

**BNB Bank**

**41 E Main Street**

**Patchogue, NY 11772**

**Phone:** (631) 923-1495

