

VENDOR
PACKET



VENDOR PACKET – USA

Prepared for :
Retail Mechanical Services

V 1.9.23

TABLE OF CONTENTS

| | |
|------------------------------------|----|
| Intro Letter/Facsimile Transmittal | 3 |
| Paperwork Requirements | 4 |
| Insurance Requirements | 5 |
| Indemnification | 6 |
| W9 | 7 |
| Sample COI | 8 |
| Vendor Form | 9 |
| Credit References | 10 |



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.

CERTIFICATE OF INSURANCE

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

WORKERS' COMPENSATION

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.

HVAC/R COMPANY LICENSE

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.

PAYMENT TERMS & INVOICING

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:

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. The information provided is for our use only and will not be released to any third parties. Please notify us immediately if you have any updates about your company profile.

VENDOR INFORMATION

THIS MUST BE FILLED OUT WITH PROPER INFORMATION

Company Name: _____

DBA: _____

Owner Name: _____

Check any, if applicable:
 Woman–Owned Minority–Owned Veteran–Owned

MAILING/BILLING ADDRESS (FOR PAYMENTS)

Address: _____

City: _____ **State:** _____ **Zip:** _____

Office #: _____

Fax #: _____

Billing Email (Required) : _____

Are you a national company **Yes** **No**

If you have multiple locations/offices and would like them added please provide W9/Tax Id numbers for all. :

PHYSICAL ADDRESS

Address: _____

City: _____ **State:** _____ **Zip:** _____

Office #: _____

Fax #: _____

Email Address (Operations): _____

Does your county, city, state require your company company to have any licence? **Yes** **No**

License Type: _____

License Number: _____

Expiration Date: _____

Do we have permission to contact your insurance company to receive documents? **Yes** **No**

Insurance Company Email: _____

DAY/NIGHT TIME CONTACT

Daytime Name: _____ **Tel #:** _____

Nighttime Name: _____ **Tel #:** _____

Emergency Name: _____ **Tel #:** _____

Alternative Name: _____ **Tel #:** _____

After Hours Email: _____ **After Hours Tel #:** _____

SERVICE CATEGORIES – HOURLY RATES / TRIP CHARGE

HVAC Regular Hourly \$ _____ Emergency Hourly \$ _____ Flat \$ _____ Regular Trip \$ _____

Refrigeration Regular Hourly \$ _____ Emergency Hourly \$ _____ Flat \$ _____ Regular Trip \$ _____

Other: _____

Would you like to become a service partner with our affiliated facility maintenance and project services company? **Yes** **No**

SERVICE AREAS (STATE, CITY OR ZIPCODE)

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

