USA I VENDOR PACKET

Prepared for : Retail Mechanical Services

V 1.10.24

VENDOR PACKET MS **Retail Mechanical Services** – 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.

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.

- Your certificate of insurance must have the same company name that appears on your invoice.
- Two (2) Million general aggregate (General Liability)
- One (1) Million each occurrence (General Liability)
- Listed as the certificate holder on your certificate with our name and address: (must come from your insurance company)
- Listed as additionally insured on your certificate with our name and address: (must come from your insurance company)
- 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 aditonal insureds for the duration of the project and mainain 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.

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:

Retail Mechanical Services | Tel: (631) 297–9292 | RetailMechanical.com | VendorRelations@RetailMechanical.com

► Go to www.irs.gov/FormW9 for instructions and the latest information.

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	
on page 3.	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
	Individual/sole proprietor or C Corporation S Corporation Partnership Trust/estate single-member LLC	Exempt payee code (if any)
₿	□ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ►	
ΡŽ	Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check	Exemption from FATCA reporting
Print or type. Specific Instructions	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 not 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.	code (if any)
eci	Other (see instructions) ►	(Applies to accounts maintained outside the U.S.)
See Sp	5 Address (number, street, and apt. or suite no.) See instructions. Requester's name and	nd address (optional)
0)	6 City, state, and ZIP code	
	7 List account number(s) here (optional)	
Par	t I Taxpayer Identification Number (TIN)	
		urity number
reside	p withholding. For individuals, this is generally your social security number (SSN). However, for a nt alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other s, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a</i>	
TIN. la	iter. or	

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.

					1		
Part II	Certification						

Under penalties of perjury, I certify that:

- 1. 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
- 2. 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
- 3. I am a U.S. citizen or other U.S. person (defined below); and
- 4. 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.

Sign Here	Signature of U.S. person ►	Date ►
C orro	val la atru ati a na	• Form 1099-DIV (dividends, including those from stocks or mutual

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*.

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)

Employer identification number

 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. I



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CERTIFICATE OF LIABILITY INSURANCE												
CI BI RI	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.											
lf	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).											
	DUCER				CONTA NAME:							
					PHONE (A/C. No	- Frt).			FAX (A/C. No)			
					È-MAIL	. ,						
INSURER A : INSURER COVERAGE NAIC #									NAIC #			
NSU	IRED				INSURE			•				
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ISR TR	TYPE OF INSURANCE	ADDL	SUBR	POLICY NUMBER		POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)		LIMI	тѕ		
	X COMMERCIAL GENERAL LIABILITY							EACH OCCURRENC		\$ 1,00	0,000	
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	┝─-┦──────	x	x	Policy #		Dates	Dates	MED EXP (Any one p		\$ 5,00		
	┝─┘────							PERSONAL & ADV I			0,000	
							GENERAL AGGREG			0,000		
	JECT LOC							PRODUCTS - COMP	OP AGG	\$ 2,00	0,000	
	OTHER: AUTOMOBILE LIABILITY							COMBINED SINGLE	LIMIT	s s		
								(Fa accident) BODILY INJURY (Per		s s		
	OWNED SCHEDULED							BODILY INJURY (Per		-		
	AUTOS ONLY AUTOS HIRED NON-OWNED							PROPERTY DAMAG		\$		
	AUTOS ONLY AUTOS ONLY							(Per accioenty		\$		
	UMBRELLA LIAB OCCUR							EACH OCCURRENC	E	s		
	EXCESS LIAB CLAIMS-MADE	-						AGGREGATE		s		
	DED RETENTION \$									\$		
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY							X PER STATUTE	OTH- FR			
Δ	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?	N/A	x	Policy #		Dates	Dates	E.L. EACH ACCIDEN	Т	_{\$} 1,00	0,000	
	(Mandatory in NH) If yes, describe under		l ^	i olioy "		Juico	Dates	E.L. DISEASE - EA E	MPLOYE		000,000	
	DESCRIPTION OF OPERATIONS below	—						E.L. DISEASE - POLI	CY LIMIT	_{\$} 1,00	0,000	
ESC	CRIPTION OF OPERATIONS / LOCATIONS / VEHI	CLES	(ACOR	D 101, Additional Remarks Sched	dule, may	be attached if m	ore space is req	uired)				
Ret	ail Mechanical Services, Inc is nam	ed as	s add	litional insured as per w	ritten o	contract.						
nsı	urance is primary and non-contribu	tory	and i	includes a waiver of sub	rogati	on is favor o	of RMS, Inc.					
E	RTIFICATE HOLDER				CAN	ELLATION						
Retail Mechanical Services, Inc SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORI 5 Orville Drive THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.												
	Suite 100 Bohemia, NY 11716				AUTHO	RIZED REPRESE	NTATIVE					

ACORD 25 (2016/03)

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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. 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

PHYSICAL ADDRESS

Company Name:				Address:					
DBA:			City:	State:	Zip:				
Owner Name:			Office #:						
Check any, if applical	ble:		Fax #:						
Woman-Owned Minority-Owned Veteran-Owned N/A				Email Address (Operati	ons):				
MAILING/BILLING ADDRESS (FOR PAYMENTS) Address:				Does your county, city, state require your company					
City:	State:	Zip:		company to have any licence? Yes No					
Office #:				License Type:					
Fax #:				License Number:					
Billing Email (Required): Are you a national company Yes No				Expiration Date:					
				Do we have permiss	ion to contact your insura	ance			
				company to receive	documents? Yes	No			
lf you have multiple lo	cations/offices and wo	uld like them	Insurance Company	Email:					

added please provide W9/Tax Id numbers for all. :

DAY/NIGHT TIME CONTACT

Daytime Name:	Tel #:
Nightime 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 <u>\$</u>	Regular Trip \$
Refrigeration	Regular Hourly \$	Emergency Hourly \$	Flat <u>\$</u>	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)

C R E D I T R E F E R E N C E S

First Stage Mechanical

1621 Boulder Creek Court Apopka, FL 32712 **Contact:** Carlos **Phone:** (689) 275–4227

All Phase Mechanical

3033 Finland Road Pennsburg, PA 18041 **Contact:** Matt **Phone:** (215) 679–3625

Comfort Mechanical Enterprises Inc.

10612 Pullman Court Rancho Cucamonga, CA 91730 **Contact:** Lauren **Phone:** (909) 946–7180

Polaris Refrigeration, Inc.

3619 N 35TH STREET Phoenix, AZ 85017 **Contact:** Lisa **Phone:** (602) 484–4519

De Cal Inc

8392 Tod Avenue Boardman, OH 44512 **Contact:** Tim **Phone:** (330) 717–7776

TAX ID# 81-3472686

Bank Reference Dime Community Bank 41 E Main Street Patchogue, NY 11772 Phone: (631) 923–1495

