

# 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"/> 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) _____  <i>(Applies to accounts maintained outside the U.S.)</i>
	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.

Social security number									
				-				-	
or									
Employer identification number									
				-					

## 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 ►
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## 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)  
06/17/2015

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 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).

PRODUCER  <b>SAMPLE</b>	CONTACT NAME: PHONE (A/C, No. Ext): E-MAIL ADDRESS:	FAX (A/C, No):
	INSURER(S) AFFORDING COVERAGE	
INSURED  VENDOR NAME (Name must match W-9 Form) VENDOR ADDRESS CITY, STATE, ZIP	INSURER A :	NAIC #
	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"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Policy #	EFF	EXP	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000 \$
	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Policy #	EFF	EXP	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB DED <input type="checkbox"/> RETENTION \$	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Policy #	EFF	EXP	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$
	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> Y / <input checked="" type="checkbox"/> N / A	<input checked="" type="checkbox"/>	Policy #	EFF	EXP	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

All operations and locations of the insured  
FrontStreet Facility Solutions, Inc. (FSFS) is included as Additional Insured with respect to General Liability and Automobile Liability. General Liability is provided on a primary & non-contributory basis. General Liability additional insured shall apply with respect to ongoing and completed operations. Waiver of subrogation shall apply in favor of FrontStreet Facility Solutions, Inc. for each of the above mentioned policies.

## CERTIFICATE HOLDER

## CANCELLATION

FrontStreet Facility Solutions, Inc.  
4170 Veterans Memorial Highway  
Bohemia, NY 11716

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



## VENDOR AGREEMENT

THIS AGREEMENT dated as of \_\_\_\_\_, 20\_\_ is made between FrontStreet Facility Solutions, Inc. (FSFS) located at 4170 Veterans Memorial Highway, Bohemia, NY, 11716 and \_\_\_\_\_ and will serve as the Subcontractor/Vendor Agreement between the two parties. The purpose of this agreement is to cover all work requested by FSFS from the above listed Subcontractor/Vendor at any time following the date of this Agreement. Exceptions to any terms and conditions must be specifically agreed to in writing by FSFS and the Subcontractor/Vendor.

### 1. **SCOPE OF SERVICES:**

FSFS names the Subcontractor/Vendor as a subcontractor providing services.

- The Subcontractor/Vendor represents FSFS to all clients and is required to ensure that its employees are appropriately trained.
- Any technician representing FSFS must have all necessary certificates and/or licenses as required for each work order and specific trade.
- The Subcontractor/Vendor and its employees are not permitted to bring or use any person at the Customer workplace locations who are not directly employed by the Subcontractor/Vendor. This includes, but is not limited, to any children under the age of 18.

### 2. **INVOICING REQUIREMENTS:**

- The Subcontractor/Vendor is required to submit a detailed invoice for all work completed on FSFS's behalf within 15 days of work completion. FSFS reserves the right to require shorter invoice turnaround due to a specific client needs and expectations upon request.
- Vendor specific payment terms with FSFS will be noted at the end of this agreement as agreed upon by both parties.
- FSFS will not accept liability for payment of any invoices received more than 30 days after all products or services have been provided in full.

### 3. **OBLIGATION OF SUBCONTRACTOR/VENDOR:**

- The Subcontractor/Vendor is required to pay all license and occupation fees. In addition, the Subcontractor/Vendor is required to pay all income, sales and any other taxes as required by state or federal law on behalf of FSFS.
- The Subcontractor/Vendor is required to secure all permits and licenses necessary for the accomplishment of the work to be performed and must comply with all local laws and regulations.
- The Subcontractor/Vendor is required to supply all necessary labor, material, equipment and supervision in order to complete all of the work assigned by FSFS. Technicians are required to work in a safe and expeditious manner at all times.
- All work is to be performed in a good and workmanlike manner by qualified and efficient workers in compliance to best standard practices. Technicians are required to use all appropriate safety devices while representing FSFS to clients. If FSFS is notified by its client(s) that work is not to standard, the Subcontractor/Vendor is required to make all repairs for up to 6 months at no cost to FSFS.
- In the event of Service(s) not performed up to standards as described in the Work Order accepted by the Subcontractor/Vendor, FSFS may demand that the work not satisfactorily performed be corrected at no additional costs to FSFS or its Customer. FSFS reserves the right to have another Subcontractor/Vendor perform any required corrective actions or repairs to make the Service up to standards and charge the originally assigned Subcontractor/Vendor for any additional costs incurred as a result of its poor performance in that specific Work Order.
- The Subcontractor/Vendor is required to ensure all work done on FSFS's behalf is done by their own employees and will be paid direct from the Subcontractor/Vendor. FSFS takes no liability for payment direct to Subcontractor/Vendor's employees.
- The Subcontractor/Vendor will not sub-contract any work to another company unless agreed in writing by both the Subcontractor/Vendor and FSFS.

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- FSFS will ensure the priority level and turnaround expectation for each work order is clear at the point of dispatch. If the Subcontractor/Vendor is unable to respond within the designated turnaround time, the Subcontractor/Vendor is required to notify FSFS immediately.
- The Subcontractor/Vendor is required to review the Standard Operating Procedures for additional FSFS requirements.
- The Subcontractor/Vendor shall strictly comply with all federal, state and local employment laws and regulations including but not limited to those relating to proof of citizenship or legal work status of its employees, wage and hour laws, and employment discrimination and sexual harassment laws, and to keep and maintain all records required for such compliance, and to afford FSFS access to such records at any reasonable time. Upon request of FSFS, the Subcontractor/Vendor shall provide FSFS with such documentation, as FSFS deems necessary to establish that Subcontractor/Vendor has complied with the foregoing requirements.
- The Subcontractor/Vendor will defend, indemnify and hold harmless FSFS, its directors, officers, agents, employees, members, subsidiaries and successors in interest from and against all liens for labor performed, materials supplied or used by the Subcontractor/Vendor and any of its subcontractors in connection with the services performed, and may not at any time suffer or permit any lien or attachment or encumbrance to be imposed by any subcontractor, supplier or materialman or other person, firm or corporation on the services provided, the Property at which the services are performed or any improvements thereon. If any liens are filed as a result of the services performed, the Subcontractor/Vendor will bond, discharge or insure over any lien of record within thirty (30) days of the date of filing. If the Subcontractor/Vendor fails to discharge or insure over any lien within such thirty (30) day period, then FSFS may cause the lien to be discharged by payment, bond or otherwise and FSFS or its designee may demand payment in full from the Subcontractor/Vendor, all costs and expenses incurred by FSFS, including reasonable attorneys' fees and the costs of obtaining the bond, or at FSFS's option, deduct all the foregoing costs incurred from any payments due Subcontractor/Vendor.

#### **4. INSURANCE AND INDEMNIFICATION:**

1. **Indemnity.** In consideration of the Subcontract/Vendor Agreement and to the fullest extent permitted by law, the Subcontractor/Vendor shall defend and shall indemnify and hold harmless at the Subcontractor/Vendor's sole expense all entities FrontStreet Facility Solutions, Inc. is required to indemnify and hold harmless, the Owner of the property and the officers, directors, agents, employees, successors and signs of each of them from and against all liability or claimed liability for bodily injury or death to any person(s) and for any and all property damage or economic damage, including all attorney fees, disbursements and related costs, arising out of or resulting from the Work covered by this Vendor Agreement to the extent such Work was performed by or contracted through the Subcontractor/Vendor or by anyone for whose acts the Subcontractor/Vendor may be held liable, excluding only liability created by the sole and exclusive negligence of the Indemnified Parties. This indemnity agreement shall survive the completion of the Work specified in the Subcontract/Vendor Agreement.
2. **Insurance.** The Subcontractor/Vendor shall procure and shall maintain until final acceptable of the Work, such insurance as will protect FrontStreet Facility Solutions, Inc., all entities required to indemnify and hold harmless, the Owner and their officers, directors, agents and employees for claims arising out or resulting from Subcontractor/Vendor's work under this Subcontract/Vendor Agreement, whether performed by the Subcontractor/Vendor or anyone directly or indirectly employment by Subcontractor/Vendor or any anyone for whose acts subcontractor/vendor may be liable. Such insurance shall be provided by an insurance carrier rated "A-" or better by A.M. Best and lawfully authorized to do business in the jurisdiction where the work is being performed.
  - 2.1 The Subcontractor's/Vendor's insurance shall include contractual liability coverage and additional insured coverage for the benefit of FrontStreet Facility Solutions, Inc., Owner and anyone else the Owner is required to name (as set forth in the schedule below) and shall specifically include coverage for completed operations. The insurance required to be carried by the Subcontractor/Vendor shall be PRIMARY AND NON-CONTRIBUTORY. With respect to each type of specified hereunder, FrontStreet Facility Solutions and Owner's insurances shall be excess to Subcontractor/Vendor's insurance.
  - 2.2 The Subcontractor/Vendor warrants that coverage provided under the commercial general liability policy shall be written on an "occurrence" basis with coverage as broad as the Insurance Services Office Inc.'s form and that no policy provisions shall restrict, reduce, limit or otherwise impair contractual liability coverage for FrontStreet Facility Solution Inc.'s Owner's (or others as required and as listed below) status as additional insured.
  - 2.3 Not less than five (5) days prior to commencement of the Work and until final acceptance of the Work, Subcontractor/Vendor shall provide FrontStreet Facility Solutions, Inc. with certificate(s) of insurance evidencing the required insurance coverage with the limits stated below or elsewhere in the Subcontractor/Vendor documents. The Subcontractor/Vendor shall provide FrontStreet Facility Solutions, Inc. (30) days written notice of a change or cancellation in coverage. In addition, all insurance policies shall state that the insurer will provide FrontStreet Facility Solutions, Inc. (30) days prior written notice of a change or cancellation in coverage.

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**2.4** Unless otherwise stipulated in the Subcontract/Vendor Agreement, the Subcontractor/Vendor shall maintain no less than the limits specified for each of the following insurance coverages.

- a) Commercial General Liability using an industry standard unmodified coverage form including contractual liability with minimum limits of \$1,000,000 each occurrence, \$2,000,000 aggregate, with a per project endorsement for property damage and bodily injury.
- b) Comprehensive Automobile Liability insurance with limits of \$1,000,000 combined single limit each accident, including bodily injury and property damage liability.
- c) Workers Compensation and Disability Benefits insurance including Occupational Disease in the minimum amounts as required by the Jurisdiction where the Work is performed.

**2.5** The Subcontractor/Vendor and his insurer shall waive all rights of subrogation against FronstStreet Facility Solutions, Inc., Owner and any other indemnified parties (Workers Compensation – where permitted).

**2.6** If Subcontractor/Vendor engages a sub-vendor/sub-subcontractor, it is the affirmative duty of the Subcontractor/Vendor to ensure that any sub-vendor/sub-subcontractor complies with the insurance and indemnification requirements of this Contract Agreement.

**List of Indemnified Parties and Additional Insureds:**

Acknowledged by:

**Contractor:** \_\_\_\_\_

**Subcontractor:** \_\_\_\_\_

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

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

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

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

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

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

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

**5. COMPLIANCE WITH LAWS AND REGULATIONS:**

- The Subcontractor/Vendor is required to comply with all applicable laws and regulations, including, but not limited to the Americans with Disabilities Act, the State and Federal Unemployment Insurance Acts, the State Workmen's Compensation Law, the Federal Social Security Act, any and all applicable Sales, Use, and Gross Receipts Tax Laws and Regulations, the Wage and Hour Laws, Executive Order 11246, as amended, the Rehabilitation Act of 1973 and the Vietnam Veterans Readjustment Assistance Act of 1974.
- Choice of law, Venue: New York law shall govern this Agreement, without giving effect to conflict of laws principles. The Subcontractor/Vendor and FSFS specifically agree that any dispute, action or proceeding between the parties relating to this Agreement shall take place in Suffolk County, New York. Both parties hereby waive any objection to personal jurisdiction or venue in any forum located in that county.

**6. CANCELLATION AND TERMINATION OF AGREEMENT:**

- This Agreement can be canceled by either the Subcontractor/Vendor or FSFS for any reason with at least 30 days prior written notice to either party. The Subcontractor/Vendor's notice of termination will not alleviate its responsibilities during the 30 day period unless directed otherwise by FSFS.
- Regardless of terminating party, the Subcontractor/Vendor is required to complete all work received prior to termination notice to the same standards as listed above.
- All invoicing from the Subcontractor/Vendor will be required within 30 days of completion of final work order.
- All records retained by the Subcontractor/Vendor in behalf of FSFS including any client information is considered property of FSFS and must be returned upon termination agreement.
- In the event the Subcontractor/Vendor terminates without notice, FSFS will be entitled to withhold any payments due or that will become due to the Subcontractor/Vendor, any sums necessary to mitigate its costs or damages incurred as needed to maintain services at the affected location(s).
- If this Agreement is terminated, final payment will not be due to the Subcontractor/Vendor prior to FSFS's receipt of payment by the Customer. Required invoicing documentation will be mandatory in order to receive payment by FSFS.

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**7. RESTRICTIVE COVENANTS/CONFIDENTIALITY:**

- The Subcontractor/Vendor acknowledges and understands that certain confidential and proprietary business or trade secrets of FSFS may become known to the Subcontractor/Vendor only as a result of this agreement and the Subcontractor/Vendor's performance of service, all of which business information is of great value to FrontStreet Facility Solutions, Inc. The Subcontractor/Vendor agrees that any and all knowledge or information that may be obtained in the course of their relationship with FSFS and use with respect to the conduct and details of the business and with respect to the secret processes, formulas, machinery, etc. used by FSFS and/or its products will be forever held inviolate and be concealed from any competitor and all other persons and that he or she will not engage as employer, employee, principal, agent, or otherwise, directly or indirectly, at any time in a similar business, and that he or she will not impart the knowledge acquired to anybody or in aid of the business of any rival company or concern or individual engaged in the same or in similar lines of business.
- The Subcontractor/Vendor agrees that during the term of this Agreement and for a period of one (1) year from the date of termination of this Agreement, it shall not, directly or indirectly, (i) solicit or attempt to solicit, in any way, any customer of FSFS for the purpose of interfering with any services provided by or for FSFS or business relationship they may have with FSFS; or (ii) circumvent, attempt to circumvent, avoid, by-pass, or in any manner enter into any separate business or service transaction with the customers of FSFS receiving the services contemplated herein; or (iii) employ, attempt to employ or engage any employee of FSFS. The foregoing subsection (ii) shall not restrict the Subcontractor/Vendor from providing services to customers of FSFS provided the same is through a facility maintenance company with no affiliation or common ownership with the Subcontractor/Vendor.
- In the event of any breach of this provision of this Article 7 by the Subcontractor/Vendor, FSFS would be irreparably and immediately harmed and could not be made whole by monetary damages. As a result, if the Subcontractor/Vendor is in breach of the terms of this Article 8, then FSFS shall be entitled to an injunction by any competent court of equity enjoining and restraining him/her and each and every other person concerned from continuance of employment, services or other acts in aid of the business of the rival company or concern. Nothing shall prevent him/her, upon the termination of the agreement, in engaging in any occupation in which the processes, formulas, and other secrets of FSFS will not be directly or indirectly involved. The Subcontractor/Vendor agrees to indemnify FSFS for any losses, claims, damages, costs and expenses, including reasonable attorneys' fees, which FSFS may incur or suffer in connection with the breach of this provision and/or its enforcement.

**8. WAIVER/SEVERABILITY**

**Any waiver, in whole or in part of any provision of this Agreement will not be considered to be a waiver of any other provision. If any term or provision of this Agreement is found to be unenforceable or invalid for any reason, all other terms or provisions will remain in full force and effect.**

**Payment Terms:**

- FrontStreet Facility Solutions, Inc. agrees to pay the Subcontractor/Vendor within 45 days from the date of invoice submission.

Subcontractor/Vendor: \_\_\_\_\_  
(Company name as shown on W-9)

Signature: \_\_\_\_\_

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

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

FrontStreet Facility Solutions, Inc. (FSFS)

Signature: \_\_\_\_\_

Name: Skip Warner

Title: Chief Operating Officer

Version 11/22/2019

Initial \_\_\_\_\_



## Vendor Onboarding Form

Company Name: \_\_\_\_\_ Date: \_\_\_\_\_

Service Contact: \_\_\_\_\_

Phone #: \_\_\_\_\_ Mobile #: \_\_\_\_\_

Fax #: \_\_\_\_\_ Email: \_\_\_\_\_

Physical Address: (No P.O. Box) \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Emergency Contact: \_\_\_\_\_

Emergency Phone #: \_\_\_\_\_ Emergency Email: \_\_\_\_\_

Billing Contact: \_\_\_\_\_

Billing Phone #: \_\_\_\_\_ Billing Email: \_\_\_\_\_

Billing Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

What is the fastest way to communicate with you? Phone or Email

Estimated response time to an inquiry? \_\_\_\_\_

Do you specialize in residential, commercial, or both? \_\_\_\_\_

Do you subcontract work? Yes or No • If yes, what trades/markets? \_\_\_\_\_

Do you perform work directly for clients nationwide or regional such as banks, retail, restaurants? Yes or No

Have you ever worked with a National Maintenance Company? Yes or No

Are you familiar with IVR check in/check out systems? Yes or No

What trade services does your company provide? *Please see third page to list trade services*

Number of technicians \_\_\_\_\_ Union company? Yes or No MWDBE certified? Yes or No

What is your primary coverage areas by zip code? \_\_\_\_\_

How many miles will you travel from your main office for service work? \_\_\_\_\_

Do you have satellite offices? If yes, please list addresses \_\_\_\_\_

Are you available 24/7/365? Yes or No • If no, what are your hours? \_\_\_\_\_

Do you charge a travel fee? Yes or No • If yes, how much? \_\_\_\_\_

What are your hourly rates? \_\_\_\_\_ What are your regular work hours? \_\_\_\_\_

What are your emergency rates? \_\_\_\_\_ What are your emergency hours? \_\_\_\_\_

What are your overtime rates? \_\_\_\_\_ What are your overtime hours? \_\_\_\_\_

Can you be onsite within 48 hours after receiving a PO? Yes or No

Can you be onsite within 4 hours after receiving a PO for emergency service? Yes or No

Can you meet a quote and picture turnaround time of 48 hours? Yes or No

Can you meet a billing turnaround time of 48-72 hours? Yes or No

Are technicians enabled with smartphones or tablets to send pictures from site? Yes or No

Can technicians provide pricing from site? Yes or No

GPS enabled trucks? Yes or No

Are you certified/licensed in any specific trades? Yes or No

Please List Certified/Licensed Trades: \_\_\_\_\_

Please provide a copy of each certified/licensed trade mentioned above.

Under what type of business entity are you registered? (mark below)

Individual/sole proprietor or single-member LLC

C Corporation

S Corporation

Partnership

Trust/Estate

LLC C Corporation

LLC S Corporation

LLC Partnership



## Trade Services

*Please mark your Primary Trade based on revenue (Limit to three trades only).*

Appliances	HVAC
Audio/Visual	Landscaping
Awning	Locksmith
Cleaning	Machinery/Hydraulic
Data	Metal Work
Debris Removal	Mold/Air Quality
Door	Moving/Storage
Drains	Paving/Concrete
Electrical	Plumbing
Elevator	Roofing
EPA Certified	Security
Extermination/Pest	Sewing
Fencing	Signs
Fire Protection	Snow/Ice Removal
Flooring	Tinting
Gate/Overhead Door	Tree Services
Glass	Wall Covering
Handyman	Windows

Additional Trades: \_\_\_\_\_

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



*Effective 08/30/2017*

### **Vendor Standard Operating Procedure**

*Objective: To create a seamless experience thru quality work and best in class service.*

#### **Dispatch Process:**

1. All work orders will be sent from FrontStreet FS. Confirmation of receipt detailing acceptance of the job and scheduled technician eta is required. If receipt is not received by FrontStreet FS, the work order will be sent to another vendor
2. All Emergency work requires the technician to be on site in 1-3 hours without exception.
3. If a technician is delayed for any reason, FrontStreet FS must be notified immediately with a reason for delay and updated eta.

#### **Technician Code of Conduct:**

1. All technicians are required to be in company uniform when applicable and well presented.
2. Technicians are never to discuss cost of labor or materials with store personnel unless specifically directed by FrontStreet FS.
3. Technicians are never to engage in combative conversation with store personnel.
  - a. Should an issue become elevated, the technician is to step out of the store and contact FrontStreet FS immediately.

#### **Job Assessment:**

1. Technicians are required to do a full assessment of all jobs.
  - a. Meet with point of contact on site to review work order and needs.
  - b. Assess damage/repairs needed. Contact FrontStreet FS with details of assessment including cost and timeline.
  - c. Provide ETA of materials if applicable.
  - d. Submit photos with detailed proposal if requested by FrontStreet FS.
2. Store personnel are not permitted to approve additional work. Technicians are only to complete work that has been assigned by FrontStreet FS.
  - a. If Store personnel requests additional work, technicians are to contact the FrontStreet FS dispatching coordinator for approval to proceed.

# FRONT STREET™

## BETTER FACILITY SENSE™

### Cost Approval:

1. Each work order will come with a set DNE (do not exceed) dollar amount. Technicians are not to exceed this dollar amount without approval from FrontStreet FS.
  - a. If a job exceeds the DNE dollar amount without approval from FrontStreet FS, vendor will only be paid the DNE dollar amount.
2. In the case where a job CAN be completed on site without a return trip, vendor is required to confirm approval to proceed from FrontStreet FS while technician is on site in order to eliminate the need for a return trip.
3. In the case where a job CANNOT be completed on site and will require a return trip, vendor is required to inform FrontStreet FS prior to leaving the job. At this time, it will be determined if a formal quote will be required by FrontStreet FS.

### Formal Quote:

1. Formal quotes are required as requested by FrontStreet FS.
2. Quotes are to be detailed as follows
  - a. Breakdown of labor
  - b. Breakdown of materials
  - c. Photos if requested.
3. If photos were requested, quotes submitted without photos will be rejected. Technician will be required to return to the job site to obtain photos at no charge.

### Invoice Submission and Payment Terms:

1. Vendor is required to submit an invoice for all work within **15 days** of job completion to FrontStreet FS AP Department or risk non-payment.
2. Invoices **including** labor and material breakdown **and** sign off sheet will **only** be accepted via email at [vendordocs@frontstreetfs.com](mailto:vendordocs@frontstreetfs.com) or via fax at **(631) 244- 8463**. Invoices sent via any other avenue will result in non-payment.
3. Invoices are never to be submitted to the dispatching coordinator. Doing so will result in delayed payment or non-payment.
4. Vendor will be paid the approved dollar amount within the agreed upon NET terms as detailed in the Vendor agreement.

# how to work with **FRONT STREET** in 5 steps



## **VENDOR PROCESS**

### **1 SERVICE CALL**



After receiving a dispatch CALL from FrontStreet with Scope of Work, NTE and Scheduling conditions, you are required to do a FULL ASSESSMENT of the job indicating repairs needed including cost, time-line and materials, if applicable. If conditions are accepted, you will get a WORK ORDER that you must confirm along with your scheduled ETA.

### **2 SITE VISIT**



Upon arrival at the JOB SITE, first MEET with the point of contact. If further assessments need to be made or quoted, you are required to get approval from FrontStreet prior to performing any additional work. COMPLETE the job described in the Work Order and any other approved work.

### **3 CONFIRM COMPLETE**



Once all work is completed, obtain a SIGN OFF from the point of contact as well as PICTURES of the completed work, if applicable. Immediately after, contact FrontStreet to CONFIRM JOB COMPLETE and submit documents.

### **4 INVOICING**



Send INVOICE including LABOR AND MATERIAL BREAKDOWN and SIGN OFF SHEET to: [vendordocs@frontstreetfs.com](mailto:vendordocs@frontstreetfs.com). It is mandatory to submit all invoicing documents NO LATER THAN 15 DAYS AFTER JOB COMPLETION in order for FrontStreet to bill the client and subsequently remit payment to you.

### **5 PAYMENT**



PAYMENT will be issued for the approved dollar amount included in the Work Order 45 DAYS AFTER receipt of your complete INVOICE and SIGN OFF. Failure to follow this process may result in a delay of payment or even non-payment.



# how to ensure timely payment from **FRONTSTREET** upon job completion



step  
**1**

## SEND COMPLETION PHOTOS



As soon as you finish the job, simply reply to the email you received containing the Work Order and **attach all completion photos**.

*Before and After pictures are indisputable evidence of the work you completed and are required by our Customers.*

step  
**2**

## SEND INVOICING PAPERWORK



After emailing your completion photos, please send your **invoicing paperwork as an attachment** to [vendordocs@frontstreetfs.com](mailto:vendordocs@frontstreetfs.com) within 15 days of completing the job.

Invoicing paperwork includes:

- FrontStreet **Customer Sign Off** or customer specific sign off (if applicable), with time in, time out and the store manager's signature.
- **Your invoice**, which must contain a breakdown of labor and materials.

*For faster processing, please make sure to include the FrontStreet Work Order number on your invoice and sign off.*

## PAYMENTS ISSUED EVERY FRIDAY



If all paperwork is submitted correctly, your payment will be processed within 45 days of receiving your invoicing paperwork and sent to your mailing address on file.

*Checks are mailed out every Friday and include all eligible payments coming due that week.*

## \*\*\*AVOID DELAYS IN PAYMENT\*\*\*

**FOLLOW THE ABOVE PROCESS TIMELY AND ACCURATELY**

*Note: If for some reason the paperwork is not received or is incorrect, you will receive an email from "FrontStreet Communications" referring to the Work Order number and letting you know that something is missing. If that happens, please make sure to contact our accounts payables department at [accountspayable@frontstreetfs.com](mailto:accountspayable@frontstreetfs.com) to inquire about it and resolve the issue.*

