

Sierra Group Vendor Master Agreement

Sierra Group provides Construction, Facility Services, and Electronic Security to Commercial and Industrial customers. Thank you for your interest in becoming a vendor. Please send all submittals requested below and direct all concerns to vendor@callsierra.com

Submission Requirements

1. Signed Vendor Requirements (this page)
2. Vendor Pre-qualification form (Page 2)
3. Signed copy of Exhibit A: Non-Compete Agreement (Page 3)
4. Signed copy of Exhibit B: Insurance and Indemnification Agreement (Page 4)
5. W-9 Request for Taxpayer Identification Number & Certification
6. General liability and Workers Compensation Certificate(s) with Sierra Group listed as the certificate holder. (Insurance requirements and Sample certificate included)
7. Additional Insured Endorsement (Sample Included)

Expectations

1. **Not to Exceed (NTE)** – If provided an NTE limit for a job, as soon as you know the NTE will be exceeded, contact the Project Manager for prior approval before you proceed with work. We cannot pay you on work exceeding the NTE as it is not work approved by Sierra Group or our customer.
 2. Only perform work **approved/requested** by Sierra Group. Sierra Group will not pay for any additional work that was not approved by a Sierra Group Project Manager.
 3. Do not invoice or discuss **pricing** on job site. This is to be handled and discussed only with the Sierra Group Project Manager
 4. **Invoices** can be emailed to sierragroup@avidbill.com. Please do not mail hard copies if you have already submitted your invoice by email. Invoices are expected within 20 days of job completion. Invoices must reference our Sierra Group Job # listed on work order to avoid payment delay.
 5. Vendor must adhere to all insurance requirements set forth within the insurance exhibit included in this agreement.
 - a. For Service Vendors, one current insurance certificate is needed in our records at all times. It will name “All Operations” and provide additional insured status for “All Operations” which will cover any work order that is supplied.
 - b. For Construction and Electronic Security Projects, there will be a sub-agreement triggered by us for each specific project and a certificate of insurance **MUST** be provided per project.
- Please add me to Sierra Group’s Construction Bid list.**
- Please add me to Sierra Group’s service repair vendor list.**
- Please add me to Sierra Group’s Electronic Security Division installations Vendor list.**

Sign below that you have read and understood what is required from you to become a Sierra Group vendor.

Signature

Date

Print name / Title

VENDOR PRE-QUALIFICATION FORM

Company Information	
Company name:	Federal TAX ID:
Contact:	Phone:
Email:	Website:
Mailing Address:	
Remit Address: (if different from Mailing Address):	
Payment Terms: Net 30 <input type="checkbox"/> NET 45 <input type="checkbox"/> NET 60 <input type="checkbox"/> OTHER <input type="checkbox"/> _____	
Accepted Payment Types: ACH <input type="checkbox"/> CHECK <input type="checkbox"/> AMEX <input type="checkbox"/>	
Hourly Rate:	Off hours rate:
Years in business:	Number of employees:
License type:	License #:
Is your company: <input type="checkbox"/> Non-Union <input type="checkbox"/> Union <input type="checkbox"/> MBE/WBE	
Safety and Training	
Does your company have an Injury & Illness Prevention Program? <input type="checkbox"/> YES <input type="checkbox"/> NO	
Does your company hold regularly scheduled safety meetings? <input type="checkbox"/> YES <input type="checkbox"/> NO	
Do All supervisors have the OSHA required First Aid Training? <input type="checkbox"/> YES <input type="checkbox"/> NO	
Trades	

Acoustic Ceiling	Air Balance	Appliance Repair	Backflow Testing	Cabinets/Millwork
Carpet	Concrete	Demolition	Disposal	Doors
Drywall	Electrical	Elevator	Equipment Repair	Fence/Gate
Fire Extinguishers	Fire/Safety	Flags	Framing	Furniture
Glazing	Graffiti Removal	Handyman	HVAC	Janitorial
Landscaping	Locksmith	Masonry	Metal Fabricator	Moving Services
Painting	Paving	Pest Control	Plaster/Stucco	Power Washing
Rentals	Roofing	Signs & Banners	Tile	Vault, Lock and Safe
Welding	Windows	Window Covering	Other:	

Geographic areas covered:

All information provided will be confidential and will be used solely for Sierra Group and our ability to pre-qualify each Subcontractor on each of these areas independently.

Print Name _____ Date _____ Signature _____ Title _____

Exhibit B

Insurance and Indemnification Agreement

Attached you will find our insurance requirements which outlines all limits, forms and endorsements needed in order to comply with our guidelines for doing business. By signing below, you acknowledge your understanding and acceptance to provide what is required for all operations and locations you may service or perform work on behalf of Sierra Group.

Hold Harmless

To the fullest extent permitted by law we hereby waive all claims and demands against Next Venture, Inc. Dba: Sierra Group, its officers, agents representatives and employees and Project Owner/Landlord, for all loss, damage, injury, sickness or death of any person, and all other claims of any kind or character to any person or property, which arises out of or resulting from the Vendor's commencement, prosecution or completion of the work.

Vendor further agrees, to the fullest extent permitted by law, to defend, indemnify and hold Contractor and Owner entirely free and harmless from all liability for any such loss, damage, injury, sickness, death or claim made by other persons and from all costs, expenses and charges arising there from, including, without limitation, attorneys' fees and court of competent jurisdiction that the loss, damage, injury, sickness, death or claim resulted from the sole negligence of the indemnified party.

Insurance and Indemnification

Prior to commencement of the Vendor's Work, the Vendor shall furnish to the Contractor Certificates of Insurance evidencing that the Vendor has in force, valid insurance covering full liability under Worker's Compensation laws, and also a comprehensive bodily injury, property damage, and General Liability policy naming the Owner and the Prime Contractor as additional insured.

Insurance shall be in forms and amounts satisfactory to the Contractor and the Owner and shall be maintained in force without interruptions until date of final payment and termination of any coverage required to be maintained after final payment.

All Work performed under this agreement, whether at the job site or in preparing or delivering materials and equipment to the Project shall be at the risk of the Vendor alone. To the fullest extent permitted by law, the Vendor agrees to indemnify and hold harmless the Contractor and the Owner against any and all claims, actions, demands, losses and expenses against them, or any of them, including but not limited to attorney's fees, for personal injury or death or for loss or damages to property, or any or all of them, arising out of or in any way connected with the performance of the Work of the Vendor.

Vendor Signature / Title	Date	Print name / Title	Date

Sierra Group Signature / Title	Date	Print name / Title	Date

Request for Taxpayer Identification Number and Certification

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

Print or type See Specific Instructions on page 2.	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; check only one 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) ▶ _____ Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member 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.)	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 Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 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 on page 3.

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. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

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? on page 2.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

**ADDITIONAL INSURED -- OWNERS, LESSEES
OR CONTRACTORS (FORM B)**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART
SCHEDULE**

Name of Person or Organization:

Next Venture, Inc. Dba: Sierra Group (General Contractor)

And

“Agreement is for All Operations”

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of “your work” for that insured by or for you.

“The coverage afforded by Contractor is primary and any other insurance maintained by the additional insured shall be excess only and not contribute with this insurance.”

CERTIFICATE OF INSURANCE

PRODUCER AGENCY NAME ADDRESS CITY, STATE, ZIP CODE PHONE NUMBER	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
COMPANIES AFFORDING COVERAGE	
COMPANY A CARRIER	COMPANY B CARRIER
COMPANY C CARRIER	COMPANY D CARRIER

INSURED

SUBCONTRACTOR
 ADDRESS
 CITY, STATE, ZIP CODE

COVERAGES
 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.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	GENERAL LIABILITY	POLICY #	00/00/00	00/00/00	GENERAL AGGREGATE	\$2000000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				PRODUCTS - COM/OP AGG	\$2000000
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				PERSONAL & ADV INJURY	\$1000000
	<input type="checkbox"/> OWNER'S & CONTRACTOR'S PROT				EACH OCCURRENCE	\$1000000
	<input checked="" type="checkbox"/> PER PROJ AGG				FIRE DAMAGE (Any one fire)	\$50000
	<input checked="" type="checkbox"/> WAIVER OF SUBRO				MED EXP (Any one person)	\$5000
B	AUTOMOBILE LIABILITY	POLICY #	00/00/00	00/00/00	COMBINED SINGLE LIMIT	\$1000000
	<input checked="" type="checkbox"/> ANY AUTO				BODILY INJURY (Per person)	\$
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident)	\$
	<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE	\$
	<input checked="" type="checkbox"/> HIRED AUTOS					
<input checked="" type="checkbox"/> NON-OWNED AUTOS						
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	\$
	<input type="checkbox"/> ANY AUTO				OTHER THAN AUTO ONLY:	
					EACH ACCIDENT	\$
					AGGREGATE	\$
C	EXCESS LIABILITY	POLICY #	00/00/00	00/00/00	EACH OCCURRENCE	\$2,000,000
	<input checked="" type="checkbox"/> UMBRELLA FORM				AGGREGATE	\$2,000,000
	<input type="checkbox"/> OTHER THAN UMBRELLA FORM					\$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	POLICY # (Requires Waiver of Subrogation End.)	00/00/00	00/00/00	<input checked="" type="checkbox"/> STATUTORY LIMITS	
	THE PROPRIETOR/ PARTNERS/EXECUTIVE OFFICERS ARE: <input type="checkbox"/> INCL <input type="checkbox"/> EXCL				EACH ACCIDENT	\$1000000
					DISEASE - POLICY LIMIT	\$1000000
					DISEASE - EACH EMPLOYEE	\$1000000
OTHER					LIMITS:	

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS
 Next Venture, Inc. DbA: Sierra Group NAMED AS PRIMARY ADDITIONAL INSURED PER ATTACHED ADDITIONAL INSURED ENDORSEMENT FORM #CG2010 1185 (THIS FORM OR ITS EQUIVALENT MUST ACCOMPANY CERTIFICATE.) WAIVER OF SUBROGATION PROVIDED FOR WORK COMP AND GENERAL LIAB.

CERTIFICATE HOLDER Next Venture, Inc. DbA: Sierra Group 560 Riverdale Glendale CA 91204	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE
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