



HELPING RETAIL STORES SHINE PERFECTION.

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

Tax ID: \_\_\_\_\_

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

1110 Brickell Ave, Suite: 430, Miami, Florida 33131.

Office Main: **(305) 714-2177**

Emergency Number: (800) 431-6388

Email: [info@ortizsupportgroup.com](mailto:info@ortizsupportgroup.com)

Website: [www.ortizsupportgroup.com](http://www.ortizsupportgroup.com)

# WELCOME LETTER:



Dear Value Vendor,

Thank you for taking the time to service our client's needs with the knowledge and expertise you can provide within your specific trade. Our main goal at **Ortiz Support Group** is to provide our clients with the best contractors in the area that can complete the requested services at the most cost-efficient pricing. To attain our goal, we need to have reliable local companies such as yours.

**Ortiz Support Group, Inc.** has been providing the retail industry with excellent customer service since 2010. Our service department is available 24 hours' day 7 days a week unlike many of our competitors and our service coverage area includes the entire United States, been recognized one of the top ten best customer service companies in Dade County Area. The demand for retail maintenance and services as well as our client's 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 for your company to remain as an active vendor and continue to get work in the future. Please provide a certificate of insurance with **Ortiz Support Group, Inc** listed as a certificate holder, fill out the W-9 form and the standard form of agreement and fax back to us or email. 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.

**Ortiz Support Group, Inc.**

# VENDOR FORM

BUSINESS CONTACT INFORMATION			
Title		Date business commenced	
Company Name		<input type="checkbox"/> Sole proprietorship <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation <input type="checkbox"/> Other	
Phone   Fax			
E-mail			
Registered company address City, State Zip Code			
		Tax ID:	

ADDITIONAL DETAIL			
Hourly Rate:		Are you a Franchise?	
Trip Charge:		Are you a National Company?	
Accept Credit Card?		Emergency Phone:	

SERVICE CATEGORIE			
Awnings	Doors	Locksmith	
Board Ups	Electric	Pest Control	
Carpentry	Flood Clean Up	Plumbing	
Carpet/Tile	Glass	Signage	
Cleaning	Grille/Gate	Snow Removal	
Construction	Landscaping	Handyman	
<b>Additional Service?</b>			

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.

## SUBCONTRACTOR AGREEMENT

This Agreement, as negotiated herein, is entered into by and my effective as of \_\_\_\_\_, between \_\_\_\_\_, "Subcontractor" and Ortiz Support Group Inc, "Contractor" on this \_\_\_ day of \_\_\_\_\_, 20\_\_.

Subcontractor, \_\_\_\_\_, agrees to provide the following described labor, materials and construction in accordance with plans and specifications as may be referred to herein by reference, upon the following described property:

[Owner Name \_\_\_\_\_]

[Owner Address \_\_\_\_\_]

[City/State/Zip \_\_\_\_\_]

Contractor agrees to pay to the Subcontractor for the satisfactory performance of the Subcontractor's work the sum of **Varies Depending on Service Perform by Subcontractor** in accordance with the following terms and conditions:

**1. Insurance**

The Subcontractor, at its own expense, shall obtain and maintain in full force and effect, without interruption during the term of the Agreement, the following minimum levels of insurance:

A. Workers' Compensation insurance covering the legal liability of the Contractor and its Subcontractors under the applicable workers' compensation or occupational disease laws for claims for personal injuries and death resulting there from to the Contractor and its Subcontractor's employees. The Subcontractor shall also obtain a minimum of \$500,000 of Employers' Liability insurance. Certificates of insurance must include a waiver of subrogation in favor of Contractor.

B. Commercial General Liability insurance covering the legal liability (including liability assumed contractually, whether incidental or not) of the Subcontractor who may be engaged in the services, for claims for personal injuries (including death) and property damage resulting therefrom arising out of the services to be performed by the Subcontractor, in an amount not less than \$500,000 for any one occurrence, \$1,000,000 general aggregate (subject to a per project general aggregate provision), \$1,000,000 Products/Completed Operations aggregate limit. Commercial General Liability insurance shall be obtained and shall include broad form contractual liability coverage, products/completed operations, cross liability, severability of interest and broad form property damage (if required), and Contractor as well as its directors, officers and employees shall be named as an additional insured on such Commercial General Liability policy regarding liability arising out of operations performed under this Agreement. Form CG 20 10 07 04 and CG 20 37 07 04 must be shown on the certificate of insurance or its equivalent.

C. Automobile Liability insurance covering the legal liability (including liability assumed contractually, whether incidental or not) of the Subcontractor who may be engaged in the services, for claims for personal injuries and death resulting therefrom and for property belonging to other than the Subcontractor caused by highway licensed vehicles of or used by the Subcontractor in an amount not less than: (i) \$500,000 for any one person; (ii) \$500,000 for bodily injury for any one occurrence; and (iii) \$500,000 for property damage for any one occurrence. Automobile Liability insurance shall provide coverage for owned, hired or non-owned automobile or other automotive equipment and Contractor shall be named as an additional insured on such policy.

The Subcontractor's insurance coverage shall be primary insurance as respects work on this project for Contractor, its directors, officers, and employees. Any insurance or self-insurance maintained by Contractor shall be excess of the Subcontractor's insurance. The Subcontractor, in its agreements with subcontractors, shall require subcontractors to obtain insurance meeting the minimum limits and incorporating the contractual requirements that are prescribed by this Section. The Subcontractor hereby waives and relinquishes any right of subrogation against Contractor and its agents, representatives, employees, and affiliates they might possess for any policy of insurance provided under this Section or under any State or Federal Workers' Compensation or Employer's Liability Act. Subcontractor shall require its insurer to notify Contractor thirty (30) days prior to the effective date of any cancellation or material change in any of the required policies. To the extent that the Subcontractor utilizes deductibles in conjunction with the insurance required by this Agreement, all deductible expenses will be assumed by the Subcontractor. Insurance shall be placed with insurers with a Best rating of not less than A-.

***"Ortiz Support Group, Inc"*** is named as an additional insured as per written contract on a primary and noncontributory basis. Waiver of subrogation in favor of OSG, Inc".

## **2. Time and Schedule of Work**

Subcontractor shall not deliver any materials to the job site or commence work until notified to do so by Contractor. Subcontractor shall commence work within Follow Work Order Instructions after written notice from Contractor. After Subcontractor commences work, he will then complete the work within Work Order Instructions thereafter subject to excusable delays. Working days are defined as Monday through Friday inclusive, holidays excluded. Scheduling of work, as provided for in this subcontract, is based on accepted industry standards. The subcontract provision for price and time included herein shall be void at the option of the subcontractor if the subcontractor is not called upon to commence work within six (6) months from the date of the signing of this contract. Should this situation arise, the subcontractor is relieved of any responsibility to perform under this subcontract agreement and shall be held harmless by a contractor of any liability associated

with his refusal to perform. Any amounts that are not paid when due shall bear interest at a rate of 10% per month until paid or the maximum rate permitted by law, whichever is higher. The Contractor's supervisor of this project shall be the designated agent for the Contractor.

### **3. Warranty**

Subcontractor warrants its work for a period of 1 year(s) against all defects in materials or workmanship.

### **4. Indemnification**

The work performed by the Subcontractor shall be at the risk of the Subcontractor exclusively. Subcontractor hereby indemnifies and holds Contractor, its parent and affiliates and their respective officers, directors, employees and agents, harmless from and against any and all claims, actions, losses, judgments, or expenses, including reasonable attorney's fees, arising from or in any way connected with the work performed, materials furnished, or services provided to Contractor during the term of this Agreement.

### **5. Arbitration**

Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled by binding arbitration and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The prevailing party in any arbitration concerning this Agreement shall be entitled to reasonable attorneys' fees.

### **6. Termination**

This Agreement shall be in full force and effect from the date of signing unless canceled in writing by either party with thirty (30) days' written notice. The cancellation of this Agreement shall not negate any term or condition, such as the indemnity or insurance requirements.

The Subcontractor shall not sublet any part of its work without written approval from the Owner or Contracting office. 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

## 7. Payment terms & Invoicing

Subcontractor agrees to invoice Contracting office within 10 days from completion of work. Contracting office 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 Field-Ticket must be sent to [ap@ortizsupportgroup.com](mailto:ap@ortizsupportgroup.com)

*Early payment discounts are negotiable with our Accounting Department*

## 8. Choice of Law

This Agreement is governed by the laws of the State of \_\_\_\_\_. Any amendment(s) must be given in writing.

## 9. Integration

This Agreement, including all terms and conditions hereof, is expressly agreed to and constitutes the entire Agreement as of this date. No other Agreement or understandings, verbal or written, expressed or implied, are a part of this Agreement unless specified herein.

The subcontractor is an independent contractor and not an employee of Contractor.

## 10. Non-Complete Agreement

**Limited Time and Duration** - The undersigned Vendor hereby agrees that during the course of the Agreement and for a period of (12) months immediately following the expiration or termination of the Agreement for any reason, whether with or without good cause or for any or no cause, at the option either of the Company or the Vendor, with or without notice, the Vendor will not compete with the Company and its successors and assigns, without the prior written consent of the Company.

**Limited Scope of Prohibited Activities** - The term “not compete” as used herein shall mean that the Vendor shall not, without the prior written consent of the Company, (i) serve as a partner, employee, consultant, officer, director, manager, agent, associate, investor, or otherwise for, (ii) directly or indirectly, own, purchase, organize or take preparatory steps for the organization of, or (iii) build, design, finance, acquire, lease, operate, manage, invest in, work or consult for or otherwise affiliate with, any business in competition with or otherwise similar to the Company’s business.

**Geographical areas** - The geographical areas in which the restrictions provided for in this Agreement apply to include all cities, counties, territories, provinces, and states of the United States. Vendor acknowledges that the

scope and period of restrictions and the geographical area to which the restrictions imposed in this Agreement applies are fair and reasonable.

<b>SIGNATURES</b>			
Signature		Signature	
Name and Title		Name and Title	
Date		Date	