

## NEW VENDOR PACKET

### Welcome to Catalyst

When you become a Catalyst Authorized Vendor you are approved to offer your services to all properties owned and/or managed by Catalyst Property Solutions..

To become an authorized vendor, you must provide certain documents and agree to the terms outlined in the Vendor Disclosure and Acknowledgment Agreement attached herein.

Vendors are categorized as either an on-site or an off-site vendor based on whether your business typically visits the property or never visits the property.

- **On-site Vendors** - are required to provide proof of insurance (general liability, workers comp, auto, and excess).
- **Off-site Vendors** - are not required to provide proof of insurance, but must still complete this agreement and provide the IRS form W-9.

On-Site vendors shall furnish and maintain in full force and effect at all times insurance as outlined in the Vendor Disclosure and Acknowledgement agreement.

Documents that we will need area as follows:

- **Vendor Set Up, (Form #402B) which is requested by the on-site manager**
- **Vendor Tax Identification Number using IRS Form W-9**
- **Executed Vendor Disclosure and Acknowledgement (Form 402)**
- **Certificate of Insurance as applicable to his or her property accountant**
- **Vendor Credit Application (if required to submit)**

The on-site manager can provide information to process a credit application as agent for the specific property owner for the benefit of that specific property exclusively after you have executed the Vendor Disclosure Acknowledgement Agreement and supporting documents.. The on-site manager shall not provide any personal guarantees. The on-site manager is not authorized to request extension of credit to Catalyst Property Solutions, its employees or affiliates. The on-site manager is not authorized to execute any service agreement or contract for repairs as these require executive and/or legal review.

You may fax or email scanned documents to the on-site manager. Do not fax documents to our corporate. Vendor authorization requests must come by recommendation of the on-site manager. Until all requirements are met and authorization approval is given to the on-site manager, the property staff may not hire you as a vendor.

Note approval as an authorized vendor does not guarantee being hired for work. You will need to work with the property managers for each specific ownership entity to solicit your service or goods.

Please contact the on-site manager regarding payment for services or goods provided for the property

**VENDOR SET UP FORM ©**

Property Name  Property ID#

**Purpose of Submittal**      New Vendor       Vendor Information Change

Vendor Name

Vendor Name exactly as listed on TIN or SS#

Vendor Payment Address   
 City       State       Zip

Describe Vendor Type of work or supplies provided

Provide Vendor References (Other Property Managers for whom vendor has provided supplies or services.)

Property or Management Company	Contact Name	Position	Contact Phone #

Vendor Accounts Receivable Contact Person       Email   
 Vendor Accounts Receivable Contact Number       Phone       Fax

**An IRS Form W-9 must be completed and signed by every vendor before payment will be made.**

Type of Business (select one of the following with an "X")

Sole Proprietorship       Partnership       Corporation

Other       Describe

Vendor Insurance Category  
 On-Site Vendor       Off-Site Vendor       Sole Proprietor – Zero Employees

To Be Complete by Corporate Only

Vendor Approved      Yes       No       If No Reason Described below:

Missing Form 402       Insufficient Insurance       Tax ID provided not correct

Form not Completed       Corporate Experience       References Unacceptable

Other       Explain

**For Office Use:** Originals must be kept on-site in the property's vendor files. The Completed Vendor Packet is to be scanned and emailed to the property accounting or Operations Coordinator. The Corporate Office will reply with a Vendor ID, after the vendor is approved.

This Notice ("Notice") is given by **Catalyst Solutions, LLC dba Catalyst Property Solutions** collectively referred to herein as "Management Company" to Vendor or Supplier referred here in as "Vendor". When you become a Catalyst Approved Vendor you have been approved to offer your services to all properties owned and/or managed by Catalyst Property Solutions LLC,. Vendor hereby acknowledges as follows:

Your business will be categorized as either an on-site or an off-site vendor based on whether your business typically visits the property or never visits the property.

- On-site vendors are required to provide proof of insurance (general liability, workers comp, auto, and excess). If On-site vendor qualifies as an independent contractor providing contractor labor by his or her person only, an Independent Contractor's agreement may be executed in lieu of required insurance. This applied only to individuals providing contract services for a specific task without use of other employees or sub-contractors and that meet the state and federal definition for contract labor
- Off-site vendors are not required to provide proof of insurance, but must still complete this agreement and provide the IRS form W-9.

1. **NEPOTISM:** Vendor warrants that it is not related in any way or personal friends with employees of Owner or Management Company unless disclosed in the box below and approved by owner's agent:

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2. **LIABILITY:** Vendor acknowledges that Management Company's involvement with the Property is only as an agent for the Owner, and represents that neither Management Company nor any party other than the **Owner** shall be responsible for any contractual obligations. All bills for goods provided or services rendered will be the responsibility of the Property Owner. Any payments receive by you from Management Company or its affiliate, are made in a representative capacity only and are only for the benefit of the Property Owner. Vendor will reimburse Management Company for any legal fees it incurs as a result of vendor improperly naming Management Company in any claim or action with respect to the performance or enforcement of terms for payment of supplies or services for the benefit of the Property.
3. **TERM:** This Notice shall control that no terms in any contract between Owner and Vendor shall have provisions for an automatic renewal or extensions.
4. **CONFLICTS.** To the extent this Notice conflicts with or is inconsistent with any terms of an agreement between Owner and Vendor, the terms of this Notice shall control.
5. **PURCHASE ORDERS REQUIRED** Vendor understands that all purchases for supplies or services require a Purchase Order **prior to** engaging services or providing supplies. Vendor agrees that the property owner, its agents or affiliates shall not be responsible for the payment of any services provided or goods supplied without a signed purchase order or an authentic purchase order number for an amount above the approved pricing executed prior to providing said service or supplies. Vendor waives all rights for payment of services or supplies provided to property and indemnify, holds harmless and defends property owner, its managing agent and affiliates for any claims made without a signed Purchase Order or authentic Purchase Order number. Vendor agrees that there are **NO EXCEPTIONS** to this agreement and that no implied; no verbal or non-consistent practices shall be a waiver of this agreement.

## **CONTRACTORS – SERVICE PROVIDERS ONLY**

### **1. Performance of the Work:**

- A. Vendor shall perform all work in a good, workmanlike and safe manner and complete all work to Owner's satisfaction within a reasonable time period.
- B. Licenses: Vendor warrants that it and its employees have been issued the appropriate licenses to perform the Work that such licenses are current, that all fees have been paid. Vendor represents that it is and will remain in compliance with all applicable local, state, and federal statutes, codes, ordinances, or regulations.
- C. Criminal History: Vendor warrants that it has performed criminal background checks on Vendor's employees and officers and the employees and officers of any subcontractor used by Vendor for services at the property and that no such person has ever had a criminal history involving a felony conviction.

### **2. Indemnification:** Vendor shall indemnify, save harmless and defend Owner, Management Company and their respective affiliates, successors and assigns, from and against all suits, actions or claims of any character, type or description, brought or made for or on account of any injuries or damages received or sustained by any person or persons or property arising out of, or occasioned by, the acts of Vendor or Vendor's directors, officers, employees, agents, sub-contractors, successors or assigns while performing any Work on the Property or otherwise on behalf of Owner or Management Company.

### **3. Insurance:** Vendor shall furnish and maintain in full force and effect at all times during the term of any contract following insurance coverage:

- A. **Coverage Requirement** – This insurance shall protect against claims that may arise out of or result from operations away from the Property that are connected with the performance of the work.
  - 1) **General Liability** - Broad form coverage \$1,000,000 per occurrence and \$2,000,000 general aggregate for bodily injury and property damage with no explosion, collapse or underground hazards exclusions.
  - 2) **Automobile Liability** (If a vehicle(s) is driven onto the premises). Including owned, non-owned, leased or hired in the amount of \$1,000,000 combined single limit for both at the site and away from the site.
  - 3) **Worker's Compensation (W.C.)** – Statutory amount and not less than \$100,000 per occurrence unless you are an Off-Site vendor or a sole proprietor with zero employees, and request exemption from Workers Comp requirement.

### **B. Off-Site Vendor and Sole Proprietor with Zero Employees Requesting Exemption**

I am an Offsite Vendor or sole proprietor with zero employees. I understand that if I hire one or more employees at any time in the future or perform services on site, this exemption will no longer apply. I will execute Texas Workforce Commission Form DWC 83. Workers Comp insurance is required for all vendors with one or more employees.

\_\_\_\_\_ **(Initial Here)**

**C. Certificates Named Insured**

Vendor shall provide a certificate of insurance in its own name and as additional insured's the following entities prior to work commencing.

Property Owner	
Management Company	Catalyst Solutions LLC dba Catalyst Property Solutions
Other	<b>The above named and all owner entities and managed properties are additional insured on this policy.</b>

**My firm is an Off-Site vendor, and is exempt from above insurance requirements.  
Initial here \_\_\_\_\_**

**By Vendor's execution of this Notice, extending of credit terms or performing services, vendor hereby agrees to the terms, covenants and conditions contained in this Notice.**

VENDOR:

\_\_\_\_\_

By: \_\_\_\_\_

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

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

# Request for Taxpayer Identification Number and Certification

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

<b>Print or type See Specific Instructions on page 2.</b>	Name (as shown on your income tax return)	
	Business name/disregarded entity name, if different from above	
	Check appropriate box for federal tax classification: <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate  <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶	
	<input type="checkbox"/> Other (see instructions) ▶	
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
City, state, and ZIP code		
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 the "Name" line to avoid backup withholding. For individuals, this is 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 chart on page 4 for guidelines on whose number to enter.

<b>Social security number</b>								
				-				

  

<b>Employer identification number</b>								
				-				

**Part II Certification**

Under penalties of perjury, I certify that:

- 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
- 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
- I am a U.S. citizen or other U.S. person (defined below).

**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 4.

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶
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### New Vendor Reference Check

<b>New Vendor Name</b>		<b>Vendor Type</b>	
<b>Date</b>		<b>Screened by</b>	<b>Property Name</b>
<b>Reference Name</b>		<b>Company Name</b>	
<b>Contact Info</b>		<b>Contact Info</b>	

1. How long and in what capacity have you known the vendor?
  
2. What were the job functions of vendor?
  
3. Did vendor perform effectively?
  
4. What was the reference's relationship to the vendor?
  
5. What were the unique dynamics of vendor?
  
6. Did vendor invoice timely for work performed?
  
7. Were vendor invoices consistently accurate?
  
8. How did this individual's performance compare to other vendors with similar product/services?
  
9. How much direction/oversight did the vendor/supplier require?
  
10. On a scale of 1-10, 10 being the best. Where would you rank vendor in overall quality, timeliness, pricing, etc.?
  
11. Other Comments

## OTHER ATTACHMENTS

- Copy of Credit Application provided to Vendor
- Copy of Criminal History Report Ran
- Executed DWC Form 83 for Sole Proprietor with zero employees (only)
- or
- Certificates of Insurance for
  - Worker's Compensation
  - General Liability
  - Automobile Liability
- Copy of Pricing Agreement
- Copy of Service Contract, if applicable (*To be executed by Director of Operation only*).  
Property Manager is not authorized agents to execute contract on behalf of  
Property Owner.