



Peak Utility Services Group, Inc. Procurement Supplier Guide

Dear valued suppliers and potential vendors,

At Peak Utility Services Group (Peak), our mission is to provide "Smart Solutions. Full-Service Commitment." to our customers. We aspire to become partners with our customers, employees, and to our communities, not only in terms of our services but in all our corporate activities. Peak wants our suppliers to be part of our mission. We want to create relationships of trust and understanding. We look to our suppliers to work with us to enhance operational excellence.

We have prepared the following document to provide you with a foundation of what is required to do business with Peak. The attached information will help you understand the expectations Peak has of its suppliers, our procurement process, accounts payable processes and contact information.

Thank you,

James Carithers
Chief Procurement Officer

WHO WE ARE

The Peak family of business includes more than 33 locations and 1200 employees throughout the United States.

Company Headquarters

- Peak Utility Services Group
7375 W 52nd Ave, Suite 250
Arvada, CO 80002

Operating Companies

- Kelly Cable of New Mexico
6901 Reading Ave SE
Albuquerque, NM 87105
- SiteWise
4725 Independence Street, #100
Wheat Ridge, CO 80033
- Track Utilities
441 W Corporate Drive
Meridian, ID 83642
- Utility Sales and Service
4725 Independence Street, #100
Wheat Ridge, CO 80033
- Riley Brothers
84 Tosca Drive
Stoughton, MA 02072

HOW TO BECOME A SUPPLIER

Ultimately, our suppliers are evaluated on meeting delivery, quality, cost, technical capabilities, ongoing support, commitment to ethics and compliance, and ease of doing business.

Potential suppliers should complete an [online profile](#), which will be available to Procurement team for evaluation. Suppliers also will need to complete a non-disclosure agreement and read and acknowledge the supplier expectations outlined in this document, agree to the minimum standards identified in acknowledge and agree to Peak's Terms and Conditions in order to be considered.

PROCUREMENT PROCESS

OVERVIEW

Goods or services should not be fulfilled without a purchase commitment; valid written contract (Agreement) signed by Peak, purchase order (PO), or payment prior to execution of a transaction. Failure to obtain a purchase commitment may result in delayed or non-payment. All orders are subject to [Peak's Terms and Conditions](#) unless a separate amendment, addendum or other Agreement executed by Peak exists.

PAYMENT TERMS

Peak's standard payment terms are 30 days for all suppliers.

PURCHASE ORDER REQUIREMENT

Suppliers should not deliver goods or services unless they have a valid Agreement or PO.

Upon receipt of a PO the following apply:

- Supplier should confirm any exceptions or upon request, directly with the buyer (purchasing agent) via email prior to goods shipment. Typically, within 48-72 hours of receipt of order.
- If not confirmed prior to shipment, then acceptance of PO terms and conditions are assumed.
- Supplier should invoice at time of shipment or delivery of services, based on terms.
- If changes or exceptions are needed, supplier should confirm with buyer as an amended PO is required.
- Any invoice that varies from the applicable PO will be rejected.

ALTERNATE PURCHASING PRACTICES

Exceptions

Typical exceptions to the PO process include facility rents and leases, utilities, insurance, customs, charitable contributions, seminars, memberships, subscriptions legal fees, certain government agencies, title registration and fees, and total invoices under \$250.00.

These exceptions should be directed to the Peak requestor of the good or service.

INVOICING/ACCOUNTS PAYABLE PROCESS

VENDOR SETUP

After receiving notice that you are an approved supplier for Peak, you must provide a W-9 in order to be set up as a vendor. Without a W-9 submission, payments may be delayed.

INVOICE SUBMISSION

Purchase Order: Peak prefers email utilized for invoicing of PO spend by its suppliers.

Invoices must be accurate and submitted timely to ap@peakusg.com. Peak does not allow backdating or predating of invoices. The date of the invoice is date from which the payment cycle starts. If an invoice is sent to a Peak contact and not directly to the AP department, payment may be delayed.

Invoices must meet the additional requirements:

- PDF attachment no larger than 10MB
- One invoice per attachment
- One PO per invoice
- Typed/Printed - No handwritten invoices accepted
- Link to download the invoice is acceptable
- Minimum 10pt font size

PURCHASE ORDER INVOICE DETAIL REQUIREMENT (Must match Purchase Order)

1. Valid PO Number
2. Line Item Number
 - i. Short description
 - ii. Quantity (not to exceed 3 decimal places)
 - iii. Unit of Measure
 - iv. Unit Price
 - v. Total Price
3. Invoice Date (MM/DD/YYYY or DD-MON-YYYY)
4. Invoice Number (cannot be blank and not exceed 15 characters in length)
5. Bill To (must match that of the legal entity)
 - i. Example:
 1. Peak Utility Services Group
 2. Pay To
 3. Ship To/Deliver To
 4. Taxes, if applicable
 5. Shipping Cost, if applicable
 6. Total Net Amount
 7. Packing Slip ID# (Optional)
 8. Blanket order POs beginning require supporting document detailing of goods or services rendered.

**All purchases are subject to the terms and conditions of the Agreement or PO, as applicable. Any and all terms or conditions included in an invoice that vary from the Agreement or PO terms, will be rejected by Peak and shall be void and of no effect.*

NON-PO INVOICE DETAIL REQUIREMENT

1. Peak Requestor Name

2. Location of Good or Services Delivery
3. Detailed Description of Good or Service
4. Price
5. Invoice Date
6. Invoice Number
7. Bill To
8. Pay To
9. Taxes, if applicable
10. Shipping Cost, if applicable

**All purchases are subject to the terms and conditions of the Peak Agreement or Peak 's Standard Terms and Conditions, as applicable. Any and all terms or conditions included in an invoice that vary from the Agreement or Peak 's Standard Terms and Conditions are expressly rejected by Peak and shall be void and of no effect.*

CREDIT MEMO

A credit memo should mimic the Purchase Order requirements at the line item level with a negative quantity/positive price relationship. It must tie back to the original Purchase Order and reference the original invoice it is to credit. It must also be separate from standard invoices and not be applied as a credit line on an invoice.

Credits are not to be used to reduce past or future invoices or adjust statement balances.

PAYMENT METHODS

Preferred Method

Paper Check - Paper checks are issued once a week, so payment may be received several days later than expected. The payment term period shall be extended by the additional time needed to issue a paper check and Peak shall not be liable for any such delay.

Automated Clearing House (ACH) Direct Deposit – Funds are transferred directly into supplier's bank account. ACH payments are currently issued once a weekend remittance advice detailing what invoices are paid are emailed to contact provided by supplier. To enroll in ACH, request an ACH form and then return the completed form to: ap@peakusg.com

Alternate Methods

- Wire Payments – Only available if ACH is not an option.
- P-card – Peak may request to settle invoices via a P-card

Payment Status

Payment status requests should be sent via email to ap@peakusg.com and include the following information:

1. Invoice number(s)

2. Invoice date(s)
3. Amount(s)
4. PO number (if applicable)
5. Company name

Please allow 48 hours for a response.

Do not regenerate and submit invoices unless otherwise directed by Peak.

STATEMENT

If your company processes statements, please send to ap@peakusg.com for review. You will not receive a response except for a follow-up invoice request, if needed. If you expect a response, please send a payment inquiry in lieu of statement.

REFUNDS/UNAUTHORIZED PAYMENTS

Please send all refunds, duplicate or unauthorized payments to:

Peak Utility Services Group

ATTN: Refund/Accounts Payable

7375 W 52nd Ave, STE 250

Arvada, CO 80002

CONTACT INFORMATION

Send vendor updates to: jcarithers@peakusg.com and kmurrow@peakusg.com

- Updates include supplier name, withholding status, address change, banking information

Send AP questions to: ap@peakusg.com

EXPECTATIONS OF SUPPLIERS

Suppliers will be measured and graded in four categories: Quality, Delivery, Price, and Customer Service

Quality – % defects, Corrective actions open and corrective actions completed

Delivery – % on time, Lead time

Price – Terms, competitiveness, continuous improvement

CONTINUOUS IMPROVEMENT

Suppliers are expected to deliver continuous improvement in products, processes and services provided to Peak. Elimination and/or identification of non-value-added activities that lead to cost reductions encouraged and expected.

QUALITY

Provide 100% defect-free goods/services. Should a quality issue occur, the supplier is required to provide a corrective action to prevent future occurrence. Peak reserves the right to recoup justified expenses for performance-related quality issues.

DELIVERY/SHIPMENT

Provide 100% on time delivery of goods/services. Delivery is measured on goods/services being completed by the delivery date on the purchase order.

Vendor is expected to follow the terms on the purchase order when shipping goods.

All products shall be appropriately packaged to protect from damage. Packaging shall meet all applicable shipping laws, codes and regulations

Supplier is to ship only with approved Peak carrier named. Use of a carrier other than approved Peak carrier/rate may result in chargeback of excess premium freight.

Vendor must show Peak PO number on all shipping papers and include a packing slip and/or Bill of Lading with all shipments.

DOMESTIC SHIPPING INSTRUCTIONS

For shipments with a total aggregate weight of 1 to 250 pounds

All packages within the shipments must meet the UPS weight and size limits. Vendor must use an approved UPS compatible shipping system.

For less than truck load (LTL) shipments with aggregate weight of 251 pounds to 14,000 pounds

Use Vendor approved primary or secondary LTL carriers with the lowest cost option.

Definitions:

Purchase Order (PO) - A commercial document and first official offer issued by a buyer to a seller, indicating types, quantities and agreed prices for products or services.

Invoice - An itemized bill for goods sold or services provided, with a statement of the sum due for these; also known as a sales invoice or bill.

Vendor/Supplier - A person or agency that sells/provides a good or service.

Non-disclosure Agreement (NDA) - A contract by which one or more parties agree not to disclose confidential information that they have shared with each other as a necessary part of doing business together.

Terms and Conditions (T&Cs) - Rules that one must agree to abide by with regards to an order or service.

Payment Terms - Period in which money is due for goods or services (i.e. NET90, payment is due 90 days from the time invoice is received).

ERP System - Enterprise resource planning tool.

Buyer - A representative of Peak who can authorize a purchase.

Exceptions/Non-PO - An order placed without a purchase order number and not settled via a P-card. Examples: seminars, memberships, utilities, insurance, legal, real estate, donations, sponsorships, freight.

Credit Memo - Issued by a seller in order to reduce the amount that a customer owes from a previously issued sales invoice.

ACH - Automated Clearing House. A nationwide electronic funds transfer network which enables participating financial institutions to distribute electronic credit and debit entries to bank accounts and to settle such entries.

Bill of Lading (BOL) - Detailed list of a shipment of goods in the form of a receipt given by the carrier to the person consigning the goods.

Packing List - Document that includes details about the contents of a package.