

VENDOR REGISTRATION PAMPHLET

As a prospective vendor of Dirt Pros EVS, you have been directed to complete this form in its entirety. Please fully complete all forms, agreement, informational, and signature pages at your convenience and return this form via email (preferred) to:

vendor.registration@dirtpros.com

In
Establishment
of a Win/Win
Relationship

DIRT PROS EVS



VENDOR REGISTRATION PAMPHLET

In Establishment of a Win/Win Relationship

PROCUREMENT SERVICES DEPARTMENT, DPEVS
PO BOX 16453
PLANTATION, FL 33318
6/2/2009

VENDOR REGISTRATION PAMPHLET



Dear Prospective Vendor,

Thank you for your interest in providing products and/or services to Dirt Pros EVS. We welcome and encourage your participation in our company's procurement process.

We have attached a copy of our Vendor Registration Pamphlet for you to complete in its entirety. When submitting your registration application, please ensure that all items requested of you are attached. Should you have questions, or need assistance with completing the Vendor Registration, please contact us at (954) 318-2477 ext 303

The information gathered from you about your company will be placed into the company's system and used for purchase orders and accounts payable purposes only; it will not be used for bid distribution.

Thank you for your interest in joining the Dirt Pros EVS family!

Instructions:

Please type or print all entries, filling in all spaces, and inserting 'NA' in spaces that are not applicable to your business.

1. Fill in the Vendor Registration form completely. You may omit Sections III and IV if the information is the same as Section I.
2.
 - a. Your Federal Tax Identification Number or Ownership Social Security Number is a mandatory requirement for the Vendor Registration process. The same identifying number will be used if your company has more than one division but only one identifying number; or
 - b. Your Federal Tax Identification Number or Ownership Social Security Number will be your identifying account number with Dirt Pros EVS
3. Certified Minority or Woman Business Enterprises (MBE/WBE): Dirt Pros EVS accepts MBE or WBE certifications issued by any public agency, municipality or nonprofit organization. A copy of the certification must be submitted with this Vendor Registration.
4. Provide information on the products and services your company offers.
5. Complete the W-9 Request for Taxpayer Identification Number and Certification Form
6. Sign and Return a copy of the Standard Purchase Order Terms and Conditions
7. E-Mail or fax the completed, signed Vendor Registration, W-9 Form and supporting documents to:

Dirt Pros EVS
Procurement Services Department
PO Box 16453
Plantation, FL 33318
vendor.registration@dirtypros.com

If you have any questions regarding the Vendor Registration process, please contact the Procurement Services office at (954) 318-2477.

THE PURPOSE OF THIS VENDOR REGISTRATION IS TO INCLUDE YOUR COMPANY'S CONTACT INFORMATION IN OUR SYSTEM FOR PURCHASE ORDERS AND ACCOUNTS PAYABLE. UPON APPROVAL, YOUR PRODUCTS AND/OR SERVICES WILL BE MADE DIRECTLY AVAILABLE TO BUYING MANAGERS ACROSS THE DIRT PROS EVS ORGANIZATION.

WELCOME TO VENDOR REGISTRATION

I. Business Information

Company Name: _____

Contact Person: _____ Title: _____

Street Address: _____ Suite No: _____

City: _____ State: _____ Zip: _____

Post Office Box: _____ City: _____ State: _____ Zip _____

Telephone: _____ Fax: _____

Email: _____ (General Company Email)

Website: http://_____

Time in Business: _____ (years)

Federal Tax ID: _____ - _____ or Ownership SSN: _____

Type of Organization: Individual _____ Partnership _____ Non-Profit _____ Corporation _____

Do you accept payment by American Express? _____

- FEIN or Ownership Social Security Number must be included or your company will not be established in the DPEVS Vendor System

II. Accounting Information

Contact Person: _____ Title: _____

Payment Address: _____ Suite No: _____

City: _____ State: _____ Zip: _____

Telephone: _____ Fax: _____

Email: _____ (Address to send A/P Correspondence)

III. Purchase Order Information

Contact Person: _____ Title: _____

Payment Address: _____ Suite No: _____

City: _____ State: _____ Zip: _____

Telephone: _____ Fax: _____

Email: _____ (Address to send Purchase Order)

IV. Purchase Order Information

Contact Person: _____ Title: _____

City: _____ State: _____ Zip: _____

Telephone: _____ Fax: _____

Email: _____ (Sales Rep Email)

V. Type of Business

_____ Administrative / Professional / Consultant Services

_____ Supplies / Materials

_____ Equipment / Furniture

_____ Architecture / Engineering

_____ Construction Services

_____ Facilities Support Services

_____ Information Technology

_____ Food Services

_____ Uniforms

_____ Other _____

Description of Product or Service:

VI. Supplier Diversity

If your company meets the definition of a minority or woman owned business enterprise, please complete this section of the Vendor Registration Pamphlet:

Definition: A minority or woman business enterprise is any small business organized to engage in commercial transactions and is at least fifty-one percent (51%) owned by minority persons and/or women and whose management and daily operations are controlled by such persons as described below:

- African American – A person having origins in any of the Black racial groups of Africa, not of Hispanic origin
- Asian American – A person having origins in the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands (including the Hawaiian Islands)
- Hispanic American – A person or Spanish or Portuguese culture including origins in Spain, Portugal, Mexico, South America, Central America, or the Caribbean Islands.
- Native American (including Native Alaskans) – A person having origins in any of the original people of North America.
- Woman – Caucasian American woman

1. Is your company a Certified Minority or Woman Business Enterprise (MBE/WBE)? _____

2. If you selected yes, a copy of the Certification must be included with Vendor Registration.

3. Please select one classification applicable to your business (Certified and Non-certified MBE or WBE vendors)

_____ ASN – Asian American

_____ BLK – African American

_____ HIS - Hispanic American

_____ NAA - Native American

_____ WOM - Caucasian American Woman

VII. STATEMENT OF VERIFICATION & ACCURACY

I certify that the information supplied herein (including all attachments) is correct and accurate to the best of my knowledge. I further certify that in doing business with Dirt Pros EVS, my firm will abide by the enclosed Purchase Order Terms and Agreements as set forth by this Registration Pamphlet.

Signature of Authorized Person

Print Name

Title

Date

STANDARD PURCHASE ORDER TERMS AND CONDITIONS



1. ACCEPTANCE: This Purchase Order is expressly conditioned upon Vendor's acceptance of all of the terms and conditions ("Terms") set forth herein, except as otherwise provided in a separate contract signed by the parties. Any terms and conditions contained in any invoice are expressly rejected. These Terms, as well as the preceding pages of this Purchase Order, may be modified only as agreed upon by the parties in writing.

2. PRICES & TERMS OF PAYMENT: The prices and terms of payment stated on the face hereof apply to all goods ordered and services performed hereunder. Dirt Pros EVS shall have no obligation to honor invoices for goods or services at any increased price, unless Dirt Pros EVS shall have approved such increase in writing. Vendor's invoices must contain the following information: the invoice date, the unique invoice number, the exact payee name, the remittance address, a description of the work performed or goods provided and the governing PO number. Vendor warrants that the prices of goods and services covered by this Purchase Order shall not exceed Vendor's lowest price for comparable goods and services in effect on the date this Purchase Order is accepted. No charges of any kind not stated on the face hereof will be allowed unless specifically agreed to in advance by Dirt Pros EVS in writing. Dirt Pros EVS shall receive the benefit, and Vendor shall promptly notify Dirt Pros EVS, of any price reductions in effect at time of shipment. All payments are made conditional upon acceptance by Dirt Pros EVS of the goods or services called for under this Purchase Order and shall be subject to adjustment for failure of Vendor to meet the requirements of this Purchase Order.

3. PROOF OF DELIVERY: For all goods delivered by Vendor to Dirt Pros EVS, or satellite locations, acceptable Proof of Delivery Receipts must be included with each invoice. An Acceptable Proof of

Delivery must contain the following information: the unique order or work order number, the exact delivery address, the exact payee name, a description of the goods included organized by line item, signature of receiving Dirt Pros EVS representative, printed name of receiving Dirt Pros EVS representative, and the governing PO number. Any invoices received without Proof of Delivery Receipts will not be processed by Dirt Pros EVS until an Acceptable Proof of Delivery is presented.

4. TAXES: Vendor's prices shall be exclusive of all federal, state and local sales, use or excise taxes levied upon, or measured by, the sale, the sales price, or use of goods shipped or services provided pursuant to this Purchase Order. Vendor shall list separately on its invoice any such tax lawfully applicable to any such goods or services, and payable by Dirt Pros EVS, with respect to which Dirt Pros EVS does not furnish to Vendor lawful evidence of exemption. Vendor agrees to comply with any reasonable request by Dirt Pros EVS regarding payment under protest, and regarding any refunds, claims, litigation or proceedings with respect to any such taxes, to notify Dirt Pros EVS promptly of any refund or reduction in such taxes and to make appropriate adjustment to afford Dirt Pros EVS the benefit of any refund or reduction in such taxes. Vendor warrants that the prices for goods and services shown on this Purchase Order include all other taxes and all tariffs and custom duties which are or may be imposed by any taxing authority or government upon the manufacture, export, import, transportation, delivery, sale or purchase of the goods or the performance of the services ordered hereunder. Vendor shall pay all such taxes, tariffs and duties as mandated by law.

5. DELIVERY: The terms of delivery are as stated on the face hereof. The obligation of Vendor to meet the delivery dates, specifications and quantities, as herein set forth, is the essence of this Purchase Order.

Deliveries are to be made both in the quantities and at the times specified herein, or if no such quantities or times are specified, pursuant to Dirt Pros EVS's written instruction. Shipments in greater or lesser quantity than ordered may be returned, in whole or in part, at Vendor's expense, unless Dirt Pros EVS issues written authorization. If Vendor's deliveries fail to meet schedule, Dirt Pros EVS, without limiting its other rights or remedies, may either direct expedited shipping from Vendor or another supplier and charge any excess cost incurred thereby to Vendor, or cancel all or part of this Purchase Order. Vendor will comply with Dirt Pros EVS's billing and shipping instructions, and Vendor shall pay any redelivery or reshipping expense incurred by Dirt Pros EVS as a result of improperly marked, labeled or routed goods.

6. BACKORDERS: Backorders are only to be shipped by Vendor upon receipt of express written consent from Dirt Pros EVS. Acceptance and/or presentation of Proof of Delivery notwithstanding, Pros EVS shall have no obligation to honor invoices resulting from automatically generated backorders. All backorders generated by Dirt Pros EVS will be issued with original purchase order number followed by (-1, -2, or -3).

7. RISK OF LOSS: Regardless of F.O.B. point, Vendor agrees to bear all risk of loss, injury or destruction of goods and materials ordered herein which occur prior to delivery thereof to Dirt Pros EVS. No such loss, injury or destruction shall release Vendor from any of its obligations hereunder. Vendor, regardless of fault, hereby releases and holds harmless Dirt Pros EVS against any and all losses, damages, claims and liabilities arising out of any loss, theft, damage or destruction of equipment, tools, materials or supplies owned or rented by Vendor.

8. EXCUSABLE DELAY: Either party may delay delivery and/or acceptance due to causes or events beyond the party's control. In such event, Vendor shall hold such goods at the direction of Dirt Pros EVS and shall deliver them when the cause or event causing the delay has been removed. A party shall be responsible only for the other party's direct additional costs resulting from holding goods or delaying performance of this Purchase Order at the party's request. The party that did not request or require the delay in performance may, when time is of the essence or for other good reason, terminate this Purchase Order without liability except as set forth above.

9. INSPECTION: All goods delivered hereunder shall be subject to inspection and testing at the point of destination by Dirt Pros EVS, notwithstanding prior payment by Dirt Pros EVS. If, in Dirt Pros EVS's judgment, any of the goods are defective, fail to comply with one or more specifications or are otherwise not in conformity with any of the requirements of this Purchase Order, Dirt Pros EVS, in addition to its other rights, may (a) reject the same for full credit, (b) retain the same and remedy any defects or nonconformity at Vendor's expense, or (c) require prompt correction or replacement of the same by Vendor at Vendor's expense. Goods so rejected by Dirt Pros EVS for whatever reason shall be held, packed, transported and/or stored at Vendor's expense. Nothing herein shall release Vendor from the obligation to make full and adequate testing and inspection of goods sold to Dirt Pros EVS hereunder.

10. WARRANTY: Vendor expressly represents and warrants to Dirt Pros EVS that (a) Vendor is the sole and lawful owner of all goods delivered hereunder, has good and marketable title thereto and has all necessary right and authority to sell such goods to Dirt Pros EVS as herein provided; (b) all goods delivered hereunder are free of any and all liens, claims, encumbrances and rights of third parties and are in compliance with all applicable laws, rules, regulations and executive orders and (c) all goods and services provided hereunder conform in all respects to the specifications, drawings, samples and other descriptions, if any, upon which this Purchase Order is based, and will be merchantable and free from any defects in material, design or workmanship. If Dirt Pros EVS has furnished performance requirements for the goods purchased hereunder, Vendor further warrants that such goods shall comply with such requirements and be fit and sufficient for the purposes for which Dirt Pros EVS intends them. In addition to any other remedies Dirt Pros EVS may have, Dirt Pros EVS may reject goods not conforming to the foregoing warranties, whether or not such goods shall have been previously accepted by Dirt Pros EVS or any prior payments shall have been made for such goods. Vendor warrants that the work shall be free of defects in material and workmanship for a period of one year from the date of acceptance. Vendor shall assign to Dirt Pros EVS all manufacturers' warranties relating to any of the equipment and materials. Vendor shall complete and file all test results and paperwork necessary to obtain the warranty paperwork, and shall deliver to Dirt Pros EVS copies of all such warranties. All costs associated with providing warranties are the responsibility of Vendor. Vendor agrees that the foregoing warranties shall survive delivery,

acceptance, inspection, test, use of, and payment for, the goods and services provided hereunder and shall inure to the benefit of Dirt Pros EVS, its successors and assigns. Vendor shall promptly, and at its own cost and expense, correct work that is rejected by Dirt Pros EVS. The foregoing warranties are not exclusive, but shall be in addition to any other warranties provided by the Uniform Commercial Code, as amended, or other applicable law. No inspection, acceptance, or payment by Dirt Pros EVS shall constitute waiver of any warranty.

11. PATENTS AND OTHER INTELLECTUAL

PROPERTY: Vendor warrants that the goods specified herein and their sale or use alone, or in combination according to Vendor's specifications or recommendations, if any, will not infringe or constitute a misappropriation of any United States or foreign patent, copyright, trade secret or other proprietary right. In case the use of the goods is enjoined or threatened because of alleged or actual violation of any patent, copyright, trade secret or other proprietary right, Dirt Pros EVS shall have the right to require Vendor, at Vendor's expense, to procure for Dirt Pros EVS the right to continue using such goods, modify them so they become non-infringing or remove them and refund to Dirt Pros EVS the full purchase price thereof.

12. PATENT LICENSE: Vendor, as part of the consideration for this Purchase Order and without further cost to Dirt Pros EVS, hereby grants to Dirt Pros EVS an irrevocable, perpetual, royalty-free right and license to use, apply, transfer and sell, as part of the goods delivered hereunder, any and all software and other inventions and discoveries incorporated in such goods and Vendor hereby grants to Dirt Pros EVS a similar license to repair, rebuild or relocate the goods purchased by Dirt Pros EVS under this Purchase Order.

13. INSURANCE: Vendor hereby warrants and represents that at all times during the term hereof, it shall carry at least the following insurance with an insurance company rated "A-IX" or better by A.M. Best, in no less than the amounts set forth: A. Commercial General Liability for bodily injury liability (including death) and property damage liability - \$2,000,000.00 combined single limit (or separate policy limits of \$1,000,000.00 for each) per occurrence. B. Workers' compensation and employer liability insurance to the limits required by law. C. Commercial Vehicle Automobile Insurance on all Vendor-owned or leased vehicles which will be on or about Dirt Pros EVS's sites, including Bodily Injury

Liability, Comprehensive, Collision, Property Damage.

14. ADVERTISING: Vendor will not use the names, logos, trademarks or service marks of Dirt Pros EVS, or of Dirt Pros EVS's affiliates, in any manner that is not authorized in writing by Dirt Pros EVS or the affiliate.

15. INDEMNIFICATION: Vendor shall indemnify, defend and hold harmless Dirt Pros EVS, its affiliates, and each of their respective officers, agents and employees, from and against any and all claims, demands, damages, liabilities, obligations, judgments, settlements, costs and expenses (including, without limitation, reasonable attorneys' fees) arising out of or in any way related to (a) any defect or deficiency in the goods or services purchased hereunder, or any other failure of such goods or services to comply with any warranty or other requirement of this Purchase Order, (b) any failure on the part of Vendor to honor, observe or perform any of its obligations hereunder, (c) any actual or alleged infringement of any patent, trademark, copyright, trade secret or other proprietary right by or in connection with the goods purchased hereunder, (d) any improper act or omission of Vendor, its officers, agents, employees or subcontractors, and/or (e) deficiencies in the delivery, condition, use or performance of the goods or services purchased hereunder.

16. CHANGES: Dirt Pros EVS may, at any time by written notice, specify changes in the goods or services provided hereunder, and Vendor, if feasible, shall comply therewith. If any such change causes an increase or decrease in the cost of or time required for performance of Vendor's obligations under this Purchase Order, an equitable adjustment shall be made in the price or delivery schedule or both, and this Purchase Order shall be modified in writing accordingly. Any claim by Vendor for an upward adjustment under this Section must be made within ten days from the date of receipt by Vendor of notification of the change.

17. ASSIGNMENTS: No right or obligation under this Purchase Order, including the right to receive monies due or to become due hereunder, shall be assigned by Vendor without the prior written consent of Dirt Pros EVS, and any purported assignment without such consent shall be void. Vendor shall not subcontract or in any other manner delegate to any other party the provision of goods or performance of any services under this Purchase Order without the prior written approval of Dirt Pros EVS.

18. SUBSTITUTIONS, EXTRAS: No substitution of materials or accessories, or adjustment of any specifications or other requirements of this Purchase Order, may be made without Dirt Pros EVS's prior written consent. No charges for extras will be allowed unless Dirt Pros EVS has ordered such extras in writing and the price has been agreed upon.

19. LIENS: Vendor shall at all times keep Dirt Pros EVS free from all liens asserted by any person, firm or corporation for any reason whatsoever, arising from the provision of the work and materials furnished by Vendor.

20. BACKGROUND CHECKS: Dirt Pros EVS shall obtain a criminal background check ("Background Check") for each employee of Vendor who will be working unescorted inside a Dirt Pros EVS building or who will be working with Dirt Pros EVS's confidential documents. Vendor will cooperate with Dirt Pros EVS in obtaining the Background Check. No such employee may commence work at Dirt Pros EVS or with Dirt Pros EVS's confidential documents until Dirt Pros EVS notifies Vendor that the employee has passed the Background Check.

21. BEHAVIOR: Vendor will ensure that its employees, while at Dirt Pros EVS, abide by all of Dirt Pros EVS's rules and regulations, including but not limited to those relating to sexual harassment, smoking, drinking, drug use and foul or disruptive language.

22. CONFIDENTIALITY OF INFORMATION: Vendor shall keep confidential all information, drawings, specifications and data furnished by or at the direction of Dirt Pros EVS hereunder, whether such information is transmitted in writing, electronically or orally.

23. OWNER'S PROPERTY: Any material furnished by Dirt Pros EVS in connection with this Purchase Order shall be held, preserved and protected by Vendor and applied or delivered as Dirt Pros EVS may direct. All such materials not used in the manufacture of the goods shall, upon Dirt Pros EVS's request, be promptly returned to Dirt Pros EVS at Dirt Pros EVS's expense.

24. DEFAULT: In the event Vendor fails to perform any of its obligations under this Purchase Order, Dirt Pros EVS may cancel this Purchase Order in whole or in part and/or pursue any further remedies available at law or in equity. No waiver by Dirt Pros

EVS of a breach by Vendor of any provision of this Purchase Order shall constitute a waiver of any other breach. All of Dirt Pros EVS's rights and remedies hereunder shall be cumulative and not exclusive. Dirt Pros EVS shall have the right to immediately terminate the Purchase Order, in whole or in part, upon written notice to Vendor, at the time any one of the following occurs: Vendor ceases to do business as a going concern; Vendor makes an assignment of its assets for the benefit of its creditors; Vendor is unable or admits in writing its inability to pay its debts as they become due; Vendor becomes insolvent; Vendor authorizes, applies for, or consents to the appointment of a trustee or receiver of all or a substantial portion of its assets; Vendor files a voluntary petition under any bankruptcy or insolvency law or files a voluntary petition under the reorganization provisions of the laws of the United States; or a court assumes jurisdiction over the assets of Vendor. Vendor will be responsible for all of Dirt Pros EVS's added costs or expenses created by Dirt Pros EVS's terminating the Purchase Order pursuant to this Section 24.

25. LIMITATIONS OF DIRT PROS EVS'S LIABILITY; STATUTE OF LIMITATIONS: Dirt Pros EVS's liability, and any claim of any kind against Dirt Pros EVS, for any loss or damage arising out of, connected with or resulting from this Purchase Order, or from any non-performance or breach hereof by Dirt Pros EVS, shall in no case exceed the price allocable to the goods or services or unit thereof which give rise to such liability or claim. In no event shall Dirt Pros EVS be liable for any loss of anticipated revenues or profits or for any indirect, incidental or consequential damages. Any suit or action by Vendor arising out of any breach of this Purchase Order, or otherwise relating to this Purchase Order or the subject matter hereof, must be commenced within one year after the cause of action has accrued or will be forever barred.

26. CANCELLATION: In addition to any other provisions contained herein for the cancellation or termination of this Purchase Order, Dirt Pros EVS shall have the right to cancel this Purchase Order in whole or in part at any time, for any or no reason, and without liability, by written notice to Vendor; provided that, upon any such cancellation, Dirt Pros EVS shall pay to Vendor the actual incremental costs incurred by Vendor in good faith in connection with this Purchase Order prior to Vendor's receipt of the cancellation notice.

27. CHOICE OF LAW AND VENUE: All of the rights and duties of the parties arising from or

relating in any way to the subject matter of this Purchase Order will be governed, construed, and enforced pursuant to the laws of the State of Florida, without regard to Florida's rules concerning the conflict of laws. Venue for any action or claim arising hereunder shall lie exclusively in the state and federal courts located in Broward County, Florida and both parties consent to the personal jurisdiction of said courts.

28. COMPLIANCE WITH APPLICABLE

LAWS: Vendor agrees that in the performance of this Purchase Order, it will comply with all applicable federal, state, county and local laws, ordinances, regulations and codes.

THE BELOW SIGNED PARTY UNDERSTANDS THAT THESE CONDITIONS WILL GOVERN ALL ACCEPTED PURCHASED ORDERS ISSUED BY DIRT PROS EVS AND BY SIGNING BELOW AGREES TO BE BOUND BY IT. THESE TERMS & CONDITIONS ARE SUBJECT TO CHANGE AND ARE AVAILABLE FOR REVIEW AT THE FOLLOWING URL:

[HTTP://WWW.DIRTPROS.COM/PURCHASING/TERMS.PDF](http://www.dirtpros.com/purchasing/terms.pdf)

VENDOR REPRESENTS THAT THE INDIVIDUAL SIGNING ON ITS BEHALF HAS FULL AUTHORITY TO BIND SUCH PARTY.

VENDOR INFORMATION & ACKNOWLEDGMENT

COMPANY NAME: _____

FEDERAL TAX ID NUMBER: _____ - _____

TELEPHONE NUMBER: _____

REMIT TO ADDRESS

Signee Name: _____

Signature: _____

Title: _____

Date: _____ / _____ / _____

Request for Taxpayer Identification Number and Certification

Completed form should be given to the requesting department or the department you are currently doing business with.

Please print or type

Name (List legal name, if joint names, list first & circle the name of the person whose TIN you enter in Part I-See **Specific Instruction** on page 2)

Business name, if different from above. (See **Specific Instruction** on page 2)

Check the appropriate box: Individual/Sole proprietor Corporation Partnership Other ▶

Legal Address: number, street, and apt. or suite no. **Remittance Address:** if different from legal address number, street, and apt. or suite no.

City, state and ZIP code

Phone # () Fax # () Email address:

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instruction on page 2. 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 2.
Note: If the account is in more than one name, see the chart on page 2 for guidelines on whose number to enter.

Social security number

□□□-□□-□□□□

OR

Employer identification number

□□-□□□□□□

DUNS

□□□□□□□□

Vendors:
Dunn and Bradstreet Universal Numbering System (DUNS)

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 Services (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 an U.S. person (including an U.S. resident alien).
- I am currently a Dirt Pros EVS employee: (check one): No ___ Yes ___ If yes, **in compliance with** the Company Ethics Policy **requirements**.

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.

Sign Here Authorized Signature ▶ _____ Date ▶ _____

Purpose of Form

A person who is required to file an information return with the IRS must get your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to give your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify the TIN you are giving is correct (or you are waiting for a number to be issued).
- Certify you are not subject to backup withholding

If you are a foreign person, use the appropriate Form W-8. See Pub 515, Withholding of Tax on Nonresident Aliens and Foreign Corporations.

What is backup withholding? Persons making certain payments to you must withhold a designated percentage, currently 28% and pay to the IRS of such payments under certain

conditions. This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

If you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return, payments you receive will not be subject to backup withholding. **Payments you receive will be subject to backup withholding if:**

- You do not furnish your TIN to the requester, or
- You do not certify your TIN when required (see the Part II instructions on page 2 for details), or
- The IRS tells the requester that you furnished an incorrect TIN, or
- The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the Part II instructions on page 2.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of Federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name. If you are an individual, you must generally enter the name shown on your social security card. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first and then circle the name of the person or entity whose number you enter in Part I of the form.

Sole proprietor. Enter your **individual** name as shown on your social security card on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

Limited liability company (LLC). If you are a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Treasury regulations section 301.7701-3, **enter the owner's name on the "Name" line.** Enter the LLC's name on the "Business name" line.

Caution: *A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.*

Other entities. Enter your business name as shown on required Federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name" line.

Part I - Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box.

If you are a **resident alien** and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see **How to get a TIN** below.

If you are a **sole proprietor** and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are an **LLC** that is **disregarded as an entity** separate from its owner (see **Limited liability company (LLC)** above), and are owned by an individual, enter your SSN (or "pre-LLC" EIN, if desired). If the owner of a disregarded LLC is a corporation, partnership, etc., enter the owner's EIN.

Note: See the chart on this page for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get **Form SS-5**, Application for a Social Security Card, from your local Social Security Administration office. Get **Form W-7**, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN or **Form SS-4**, Application for Employer Identification Number, to apply for an EIN. You can get Forms W-7 and SS-4 from the IRS by calling 1-800-TAX-FORM (1-800-829-3676) or from the IRS's Internet Web Site www.irs.gov.

If you do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments.

The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Writing "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Part II - Certification

To establish to the paying agent that your TIN is correct or you are a U.S. person, or resident alien, sign Form W-9.

For a joint account, only the person whose TIN is shown in Part I should sign (when required).

Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

Dunn and Bradstreet Universal Numbering System (DUNS) number requirement –

The United States Office of Management and Budget (OMB) requires all vendors that receive federal grant funds have their DUNS number recorded with and subsequently reported to the granting agency. If a contractor has multiple DUNS numbers the contractor should provide the primary number listed with the Federal government's Central Contractor Registration (CCR) at www.ccr.gov. Any entity that does not have a DUNS number can apply for one on-line at www.DNB.com under the DNB D-U-N Number Tab.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to give your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA or MSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, and the District of Columbia to carry out their tax laws

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold a designated percentage, currently 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

What Name and Number to Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account ¹ The minor ²
3. Custodian account of a minor (Uniform Gift to Minors Act)	The grantor-trustee ¹
4. a. The usual revocable savings trust (grantor is also trustee)	The actual owner ¹
b. So-called trust account that is not a legal or valid trust under state law	
5. Sole proprietorship	The owner ³
For this type of account:	Give name and EIN of:
6. Sole proprietorship	The owner ³
7. A valid trust, estate, or pension trust	Legal entity ⁴
8. Corporate	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name, but you may also enter your business or "DBA" name. You may use either your SSN or EIN (if you have one).

⁴ List first and circle the name of the legal trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.)

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

If you have questions on completing this form, please contact the Office of the State Comptroller. (617) 973-2468.

Upon completion of this form, please send it to Dirt Pros EVS Procurement Services Department.