VENDOR NAME: ____________________________________________________________

E-MAIL ADDRESS: __________________________________________________________

PHONE NUMBER: ____________________________

TOLL-FREE NUMBER: ____________________________

VENDOR MAILING ADDRESS: __________________________________________________

STATE OF FLORIDA

REQUEST FOR PROPOSAL

SUBMIT PROPOSAL TO:
UNIVERSITY OF FLORIDA
DIVISION OF PURCHASING
3702 SPECTRUM BLVD UTC 135P
TAMPA, FL 33612-9445

Page 1 of 17

PROPOSAL TITLE: DEBT UNDERWRITER FACILITIES

FEID NUMBER OR S.S. NUMBER: 

DELIVERY WILL BE 

Cash Discount Terms

REASON FOR NOT SUBMITTING PROPOSAL

CERTIFIED OR CASHIER’S CHECK IS ATTACHED, WHEN REQUIRED, IN THE AMOUNT OF $________

POSTING OF PROPOSAL TABULATIONS

Proposal tabulations with recommended awards will be posted for review by interested parties at the location where proposals were opened and will remain posted for a period of 72 hours. Failure to file a protest within the time prescribed in Section 120.53(5), Florida Statutes, shall constitute a waiver of proceedings under Chapter 120, Florida Statutes. Posting will be on or about 5/7 working days after bid opening.

AUTHORIZED SIGNATURE (MANUAL)

AUTHORIZED SIGNATURE (TYPED TITLE)

E-MAIL ADDRESS:

REQUEST FOR PROPOSAL

PROPOSAL NO. 5-1-STP

AGENCY MAILING DATE: 07/12/2004

PROPOSAL TITLE: DEBT UNDERWRITER FACILITIES

SERVICES - PARKING STRUCTURE AND STUDENT RESIDENTIAL

FEID NUMBER OR S.S. NUMBER: 

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AUTHORIZED SIGNATURE (MANUAL)

AUTHORIZED SIGNATURE (TYPED TITLE)

E-MAIL ADDRESS:
MANUFACTURERS’ NAME AND APPROVED EQUIVALENTS: Any manufacturer’s name, trade names, brand names, information and catalog numbers listed in a specification are for information and not intended to limit competition. The proposer may offer any brand for which he is an authorized representative, which meets or exceeds the specifications for any item(s).

MEASUREMENTS: Customary measurements appearing in these specifications are needed to be precise due to contracts with the University. These specifications are based on equivalent products, indicate on the bid form the manufacturer’s name and number. Any bid submitted with his bid sheets must be exact and descriptive literature is complete with the specifications as listed on the bid form.

INTERPRETATIONS/DISPUTES: Any questions concerning conditions and specifications shall be directed in writing to this office for receipt no later than forty-eight (48) hours prior to the bid opening. Inquiries must reference the date of bid opening and bid number. No interpretation shall be considered binding unless provided in writing by the University in response to requests in full compliance with this provision. Any person who is adversely affected by the Agency’s decision or intended decision concerning a procurement solicitation or contract award against such decision or intended decision shall file a protest in compliance with USF Rule 64-4.205(3). Failure to file a protest within the time prescribed in Section 120.57(3), F.S., shall constitute a waiver of any proceeding under Chapter 120, F.S.

NOTICE OF BID PROTESTING REQUIREMENT: Any person who files an action protesting a decision or intended decision pertaining to contracts administered by the University pursuant to Section 120.55(3), F.S., shall post with the University at the time of filing the formal written protest, a bond payable to the University in an amount equal to 10 percent of the University’s estimate of the total volume of the contract or $10,000, whichever is less, which bond shall be conditioned upon the payment of all costs which may be assessed against him in any administrative hearings and/or any subsequent appellate court proceeding. For protest of decisions or intended decisions of the University pertaining to requests for approval of exceptional purchases, the bond shall be in the amount equal to 10 percent of the University’s estimate of the contract amount for the exceptional purchase requested or $10,000, whichever is less. In lieu of a bond, the University may either accept, or reject, the protest. The University reserves the right to reject any University employee who owns, directly or indirectly, an interest of five percent (5%) or more in any firm's or any of its branches.

AWARDS: As the best interest of the University may require, the right is reserved to make award(s) by individual item, group of items, all or none, or a combination thereof: on a geographical district basis and/or on a statewide basis with one or more suppliers; to reject any and all bids or waive any minor irregularity or technicalities in bids received. When it is determined there is competition to the lowest responsible vendor, evaluation of other bids is any and all bids or waive any minor irregularity or technicalities in bids received. Evaluation of other bids is required. Vendors are cautioned to make no assumptions unless their bid has been evaluated as being responsive. All awards made as a result of this bid shall conform to applicable Florida Statutes, and University Rules and Procedures.

SAMPLES: Samples of items, when called for, must be furnished free of expense on or before bid opening time and date, and if not destroyed may, upon request, be returned at the vendor's expense. Each individual sample must be labeled with vendor's name, manufacturer's brand name and number, bid number, and item reference. Request for return of items shall be made in writing by any officer, director, agent, or employee who is also an employee of the University. Further, all vendors must disclose the name of any University employee who owns, directly or indirectly, an interest of five percent (5%) or more in any vendor's firm or any of its branches.

NONCONFORMANCE TO CONTRACT CONDITIONS: Items may be tested for compliance with specifications by the Florida Department of Agriculture and Consumer Services, or by others acceptable to the University. Should the items fail testing, the University reserves the right to reverse the bid price and/or return the items. The University reserves the right to inspect the vendor’s facilities at any reasonable hour. No contract shall be awarded to any broker, agent, or independent vendor offering to provide printing manufactured by any other firm. The University reserves the right to reinspect items at any reasonable time.

INSPECTION, ACCEPTANCE AND TITLE: Unless otherwise evidenced by a Change Notice issued and signed by the University, unless evidenced by a Change Notice issued and signed by the University, the responsibility of the contract supplier until accepted by the ordering agency. The responsibility of the supplier to notify Purchasing and Financial Services at once, indicating in his letter the specific regulation which required an alteration. The University reserves the right to inspect the vendor’s facilities at any reasonable hour. When the University employees against any and all claims by third parties resulting from the vendor's breach of contract, the vendor's negligence, and/or vendor's other wrongful acts.

CANCELLATION: The University shall have the right of unilateral cancellation for refusal by the contractor to allow public access to all documents, papers, letters, or other material subject to the provisions of Florida Statute, and made or received by the contractor in conjunction with the contract.
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SPECIAL CONDITIONS


1. OPENING NOTE TO VENDORS

Proposers response to this RFP shall be delivered to University of South Florida, 3702 Spectrum Blvd. UTC135P, Tampa, Florida 33612-9445 no later than 3:00PM on JULY 30, 2004 according to the official clock located in USF's Purchasing Department. USF shall not extend or waive this time requirement for any reason whatsoever. Proposals or amendments to Proposals that arrive after 3:00PM on JULY 30, 2004 will not be accepted/considered for any reason whatsoever. These proposals will be returned unopened to the vendor/proposer. Telephone, including facsimile and electronic mail and telegraphic proposals and/or amendments to shall not be accepted at any time. At 3:00PM. on JULY 30, 2004 all timely proposals will be opened for the sole purpose of recording the names of the Proposers submitting written proposals.

If Proposer elects to mail/ship in its proposal package, the Proposer must allow sufficient time to ensure USF's proper receipt of the proposal package by the time specified above. Regardless of the form of delivery, it is the responsibility of the Proposer to ensure that the proposal package arrives at the USF Purchasing Department no later than 3:00PM on JULY 30, 2004.

Proposals will be accepted up to, and no proposals may be withdrawn after, the deadline for proposal submission time and date shown above. Proposals must be delivered in sealed envelopes/packages clearly marked: Request for Proposal No. 5-1-STP. The proposal must be submitted in one (1) original and 6) copies. Only one copy needs to contain original signatures of the Proposers authorized representative(a) on the document titled University of South Florida REQUEST FOR PROPOSAL, acknowledgement form. The copy containing the original signature must be marked as the Original.

2. CELLULAR TELEPHONES AND PAGERS

All persons attending proposal opening shall turn their cellular telephones and pagers off before entering the proposal reading room. The allocated time has been set-aside for proposal opening and response recording.

3. AWARD

All awards and public meeting notices related to this Request for Proposal will be posted for a minimum of 72 hours on the bulletin board located outside of the Purchasing Department located at 3702 Spectrum Blvd., University Tech Center I, Suite 135, Tampa, FL 33612-9445

4. MISTAKES

In the event a mistake is included in a RFP and the bidder makes a written request for withdrawal of the RFP, that entire RFP will not be considered for award of ANY of the RFP. This policy applies to all requests for withdrawal. The only exception to this policy is where the mistake is the result of misinformation unknowingly supplied by the University and a waiver of the policy is approved by the Director of Purchasing and Financial Services or his designee. The Director’s or his designee’s decision shall be final.

5. AVAILABILITY OF FUNDS

The University's performance and obligation to pay under this contract is contingent upon an annual appropriation by the Legislature. The obligations of the University under this award are subject to the availability of funds.

6. ADDENDUM

Purchasing & Financial Services may issue written addenda prior to the RFP opening date, supplementing, modifying or interpreting any portion of this Request for Proposal. No verbal or written information from any source other than the Purchasing & Financial Services addenda is authorized as representing the University. Proposer’s failure to return any and all addenda shall result in disqualification of that Proposer’s Request for Proposal.

PLEASE NOTE: If a prospective bidder has received this proposal via Purchasing's Fax-on-Demand system OR downloaded this proposal from the World Wide Web [usfweb.usf.edu/purchasing/purch2.htm], it is solely the bidder’s responsibility to call the system OR check the Web forty-eight (48) hours before the closing time of this proposal to verify that the bidder has received any addenda that may have been issued. The phone number for the Fax-on-Demand system is (813) 974-3536.
7. **W-9 FORM**

Bidding entities are required to complete and return the W-9 Form attached herein with their RFP response. (attached W-9 form page 16)

8. **INTERNET HOME PAGE**

Any contract resulting from this RFP will become a public document. The University of South Florida may distribute any contract pricing and product information to eligible users and other interested entities who may wish to review the USF Purchasing & Financial Services Home Page: usfweb.usf.edu/purchasing/purch2.htm

9. **Public Records**

Sealed RFP responses received by the University pursuant to RFP are exempt from the provisions of the Florida Statute Chapter 119.07(3)(a), subsection (1) until such time as the University provides notice of a decision or intended decision pursuant to Florida Statute Chapter 120.53(5)(a) or within ten (10) days after the RFP opening, whichever is earlier.

10. **Owner’s Rights Reserved**

The University reserves the right of unilateral cancellation for refusal by the contractor to allow public access to all documents, papers, letters, or other materials subject to the provisions of Chapter 119 and made or received by the contractor in conjunction with this project.

11. **RFP TABULATION**

Bidders entities desiring a copy of the RFP tabulation of this RFP may request same by enclosing a self-addressed stamped envelope with their RFP. RFP results will not be given out over the telephone.

12. **RFP FORM**

All proposals shall be submitted using the University of South Florida RFP Acknowledgement form to be considered for an award of the RFP. The form shall be completed in ink or typewritten, signed by the Bidders and returned with the RFP in a sealed envelope. Bidders are responsible for marking the outside of the sealed envelope with the RFP number and the opening date of the RFP.

13. **FEID NUMBER**

Vendors MUST supply their Federal Employee Identification Number or Social Security number to qualify for award of this RFP.

14. **EQUAL OPPORTUNITY STATEMENT**

The University believes in equal opportunity practices which conform to both the spirit and the letter of all laws against discrimination and is committed to non-discrimination based on race, creed, color, sex, age, national origin, religion or disability. To be considered for inclusion as a vendor under this agreement, the Bidders commits to the following:

A. The provisions of Executive Order 11246, September 24, 1965, and the rules, regulations and relevant orders of the Secretary of Labor are applicable to each order placed against this agreement regardless of value. See attached.

B. If the Bidders expect to receive $25,000 in Revenues during the first 12 months of this agreement, a complete "Certificate of Non-Segregated Facilities" shall be attached to the RFP response. Sample certificate attached.

C. If the Bidders expects to receive $60,000 in Revenues during the first 12 months of this agreement and employs more than 50 people, standard form 100 (EEO-1) must be filed prior to March 1 of each year.

D. If the Bidders expects to receive $60,000 in Revenues during the first 12 months and employs more than 50 people, a written program for affirmative action compliance must be maintained by the Bidders, subject to review upon request by the user agencies of this agreement.

15. **PUBLIC ENTITY CRIMES**

Any person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime, may not submit a RFP/proposal on a contract to provide any goods or services to a public entity, may not submit a RFP/proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit RFPs on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity.

16. **Agreement for Contractual Services**

This RFP package complies, in full, with Rule 6C4-4.0260 (1)-(9), "Purchases of Commodities or Contractual Services" and shall serve as a viable part of the Agreement for Contractual Services which shall be executed with the successful Bidders. Copy of Agreement for Contractual Services is enclosed.
17. STANDARDS OF CONDUCT

It is a breach of ethical standards for any employee of the University to accept, solicit, or agree to accept a gratuity of any kind, form or type in connection with any contract for commodities or services. It is also a breach of ethical standards for any potential contractor to offer an employee of the University a gratuity of any kind, form or type to influence the development of a contract or potential contract for commodities or services.

18. LOBBYING

The expenditure of funds from Grants and Aids appropriations, for the purpose of lobbying the Legislature or a State Agency, is prohibited. This condition is applicable to Florida State appropriated grants and aids.

19. AFFIRMATIVE ACTION

As a condition of this contract, the Vendor agrees to comply with Section 202, Executive Order 11246, as amended by Executive Order 11375, and regulations published by the U.S. Department of Labor implementing Section 503 of the Rehabilitation Act of 1973, Public Law 93-112, as amended, which are incorporated herein by reference.

20. AMERICANS WITH DISABILITIES ACT (ADA)

The vendor awarded this proposal shall agree to comply with the Americans with Disabilities Act (ADA) of 1990.

NOTE: If special accommodations are required in order to attend any event or meeting in conjunction with this Request for Proposal, please notify Purchasing RFP Typist at (813) 974-2042 at least 5 working days prior to the scheduled event.

21. CONTACT PERSON

Any questions concerning this RFP should be directed to Tom DiBella, Associate Director, or Bill Gill, Assistant Director of Purchasing Services, telephone number (813) 974-2481.

22. MINORITY BUSINESS

Is your firm a "Minority Business Enterprise", defined as a business concern engaged in commercial transactions, which is domiciled in Florida, and which is at least fifty-one (51%) percent owned by minority persons and whose management and daily operations are controlled by such persons?

YES __________  NO __________

If yes, is it certified by the State of Florida Office of Supplier Diversity (OSD)?

YES __________  NO __________

23. FORCE MAJEURE

No default, delay or failure to perform on the part of the either party shall be considered a default, delay or failure to perform otherwise chargeable, hereunder, if such default, delay or failure to perform is due to causes beyond either party's reasonable control including, but not limited to, strikes, lockouts or inactions of governmental authorities; epidemics; acts of terrorism; war; embargoes; fire; earthquake; acts of God; or default of common carrier. In the event of such default, delay or failure to perform, any date or times by which either party is otherwise scheduled to perform shall be extended automatically for a period of time equal in duration to the time lost by reason of the excused default, delay or failure to perform.

24. TIMELY VENDOR PAYMENT

The University shall issue the Vendors' payment within 40 days (35 days for healthcare providers) after receipt of an acceptable invoice and receipt, inspection, and acceptance of goods and/or services provided in accordance with the terms and conditions of the purchase order/contract. Any penalty or delay in payment shall be in accordance with section 55.03, Florida Statutes. The University's vendor ombudsman, whose duties include acting as an advocate for vendors who may be experiencing problems in obtaining timely payment(s) from the University may be contacted at 813-974-2481.

25. Indemnification and Insurance requirements:

A. Indemnification:

Vendor agrees to indemnify and hold free and harmless, and defend the State of Florida, the State Board of Education, the University of South Florida, and the University of South Florida Board of Trustees and their officers, employees and agents, from and against any and all actions, claims, liabilities, assertions of liability, losses, costs and expenses, which in any manner directly or indirectly may arise or be alleged to have arisen, or resulted or alleged to have resulted from the presence,
activities and promotions of every kind and nature whatsoever of Vendor and/or Vendor’s officers, employees, agents and contractors, in connection with this Agreement.

UNIVERSITY OF SOUTH FLORIDA

REQUEST FOR PROPOSAL NO. 5-1-STP

DEBT UNDERWRITER SERVICES - PARKING STRUCTURE AND STUDENT RESIDENTIAL FACILITIES

B. Insurance:

1. Without limiting its liability under the contract, the vendor shall procure and maintain at its sole expense during the life of the contract, insurance of the types and the minimum amounts stated.

<table>
<thead>
<tr>
<th>Type</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Professional Liability</td>
<td>$ 10,000,000</td>
</tr>
<tr>
<td>Comprehensive General Liability</td>
<td>$ 2,000,000</td>
</tr>
<tr>
<td>Comprehensive Automobile Liability</td>
<td>$ 2,000,000</td>
</tr>
</tbody>
</table>

2. The vendor’s comprehensive general liability policy shall include contractual liability on a blanket or specific basis to cover the indemnification contained in paragraph VIII (A).

3. Such insurance shall be written by a company or companies licensed to do business in the State of Florida and satisfactory to the USF Foundation, Inc. Prior to commencing any work under the contract, certificates evidencing the maintenance of said insurance shall be furnished to and approved by the USF Foundation, Inc.

4. The insurance shall provide that no material alteration or cancellation, including expiration and non-renewal, shall be effective until 30 days after receipt of written notice by the USF Foundation, Inc.; provided, however, that for the professional liability insurance, in lieu of the foregoing requirement, the USF Foundation, Inc., in its sole discretion, may agree to accept notice of such material alteration or cancellation from vendor.

26. VENDOR NOTE

All underwriter and all other required debt financing services providers’ reimbursement will come from proceeds of the financing transaction, if the transaction is consummated. If a transaction does not proceed to closing for any reason or the trustees disclaim closing for any reason, The Board and USF will disclaim any responsibility for any costs incurred by the debt financing services provider.

---

1 Or such greater amount as Bond vendor to its most favored client.
Introduction and Project Background

The University of South Florida (University) and University of South Florida Foundation, Inc. (Foundation) invite competitive proposals from qualified firms to provide debt underwriter services in the amount of up to $30 million for the construction of a multi-phased parking structure and student residential facilities on USF St. Petersburg campus. Construction is planned to commence June, 2005 and expected to be completed by July, 2006. Anticipated general design features are below:

a. Parking Structure: A multi-phased parking project to accommodate 700 – 1000 vehicles in a multi-level structure that will include a bookstore, the offices of the University Public Safety Department and Parking Services. Construction of the parking structure and occupied areas will be in accordance with all applicable building codes. Parking will be regulated through the use of hangtags purchased by authorized personnel on a semester or annual basis. Parking control devices will indicate parking space availability. The structure will be built on State-owned land.

b. Student Residential Facilities: A multi-phased project to accommodate 354 beds at completion of the initial phase. The predominant type of student housing units will be four single-bedroom, 2-bath apartments with common living, dining areas and kitchen facilities. Also available will be twin double-bedroom apartments that include living/dining areas and kitchen facilities. The ground floor will feature an entry lobby with study/lounge areas, laundry facilities on the floors above; one common area and management office is planned for the community. These facilities will be constructed on State-owned land.

It is anticipated that the above facilities will be owned by the Foundation, and financed through a non-taxable bond issue. The University and Foundation are now proceeding with the selection of an Underwriter for the project through this Request for Proposal.

TAB 1: Firm’s Introduction:

a. Provide a brief firm history and overview including ownership, size, capital position and location of the office responsible for providing the required debt underwriter services.

b. Identify any joint venture agreements. If proposing a joint venture, provide a brief firm history and profile for each firm, indicating their skill areas and the role each will play, as well as the location of the office where the work will be performed and their qualification to practice in Florida. Indicate previous working relationships.

c. State how long your firm has been in business.

d. Include resumes for specific team members that will be assigned to this project. Please include anticipated responsibilities, current workload, and ability to appropriately service this account. Any experience outside your firm should be identified in the respective individual’s resume.

TAB 2: Firm’s Experience

a. List relevant firm experience with this specific type of transaction (University bond issuances, including parking structure and student residential facility construction) and your experience with public collegiate institutions or universities.

b. Comment on your relationship with credit enhancement providers and the breadth of successful project experience working with these groups.

c. List university related bond issuances in which your firm has successfully provided underwriter services. Please include the bond issuance amount and your firm’s specific role for each.

d. Provide three references from similar transactions. Include contact name, title, address, and phone number.

TAB 3. General Financial

a. Comment on your distribution system for Florida and the Southeast United States. Summary statement should include the location and number of offices and financial consultants who will market the bonds.

b. Identify likely purchasers of the bonds and the general percentage or breakdown by group (e.g. retail, institutional).

c. Discuss any alternative financing structures for University facilities financing and your firm’s experience in regard to each.

d. Provide a range that you believe will be indicative pricing (less land acquisition) for representative projects (multi-level 700 – 1000 car parking structure and 354 – bed student residence hall) with and without credit enhancement. Please address estimated interest rates (both variable and fixed over the term) as well as costs of issuance and related fees.
e. Please comment on your approach (marketing plan) to this project regarding “best efforts” vs. guaranteed sale of the bonds.

**TAB 4. Fees Structure.** Indicate your fees structure for this project.

Please note: it is expected that no compensation will be due or payable to the selected underwriter until such time as the bonds for this project close. If the bonds do not close for any reason, including the University’s unilateral decision not to continue the project, there will be no payment due to the selected underwriter. Please confirm that your proposal understands and agrees to these terms.

**Evaluation and Award.**

a. Proposals will be evaluated by the Evaluation Committee composed of USF staff, faculty and Financial Advisors. The evaluation Committee will make a recommendation to the Finance Committee. The Finance Committee will review the Evaluation Committee’s recommendation. The Finance Committee will forward to the Executive Vice President/Chief Financial Officer for final approval. USF reserves the right to reject any or all responses.

Proposals will be evaluated on the basis of the following:

<table>
<thead>
<tr>
<th>Experience</th>
<th>Points</th>
</tr>
</thead>
<tbody>
<tr>
<td>Number and amount of public bond issuances closed within past 5 years</td>
<td>40</td>
</tr>
<tr>
<td>Dollar amount of public bond issuances serviced within past 5 years</td>
<td></td>
</tr>
<tr>
<td>Number of multi-level parking structure bond issuances underwritten</td>
<td></td>
</tr>
<tr>
<td>Number/type of student residential facility bond issuances underwritten</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Marketing Plan</th>
<th>Points</th>
</tr>
</thead>
<tbody>
<tr>
<td>Proposed scope of marketing plan (local, state, national)</td>
<td>30</td>
</tr>
<tr>
<td>Proposed number of offices/consultants who will market the bonds</td>
<td></td>
</tr>
<tr>
<td>Availability of alternative financing structures and firm’s experience in regard to each</td>
<td></td>
</tr>
<tr>
<td>Competitive Pricing</td>
<td>30</td>
</tr>
</tbody>
</table>

**TOTAL** | 100 |

b. Based on the evaluation of proposals, respondents may be required to discuss their responses with the Evaluation Committee and each may be required to conduct a public presentation to this Committee regarding their qualifications, approach to the project and ability to furnish the required product.

**TABULATION**

1. Firm’s Introduction (TAB 1) included ___ not included ___
2. Firm’s Experience (TAB 2) included ___ not included ___
3. General Financial (TAB 3) included ___ not included ___
4. Fees Structure (TAB 4) included ___ not included ___

**PROPOSAL OFFERED BY:** ______________________________________________________

**Firm Name:** ______________________________________________________

**Address:** ______________________________________________________

**Telephone Number:** ______________________________________________________

**Fax Number:** ______________________________________________________

**Email address:** ______________________________________________________

**Authorized Signature (Manual):** ______________________________________________________

**Authorized Signature (Typed):** _________________________________ Date:_______________

---

2 *Experience and Marketing Plan shall be combined into scoring groups as shown above*
Agreement for Contractual Services

This Agreement is made and entered into this ______ day of ________, 20____, by and between the University of South Florida Board of Trustees, a public body corporate ("University," ) and ____________________________ ("Vendor.") This Agreement relates to Vendor providing contractual services as described herein.

The parties to this Agreement, in consideration of the mutual covenants and stipulations set herein, agree as follows:

1. Services. The Vendor is an independent contractor pursuant to Florida law. The Vendor assumes full responsibility for completion of the services stipulated below:

______________________________________________________________________________________
______________________________________________________________________________________
______________________________________________________________________________________
______________________________________________________________________________________
______________________________________________________________________________________

The Vendor shall commence performance of the terms of this Agreement no earlier than the ______ day of __________, 20__, and complete performance of this Agreement to the satisfaction of the University no later than the ______ day of __________, 20__.

2. Cost. The total amount of this Agreement is (not to exceed) (for) (strike through one)
$_____________ and shall include travel costs, if applicable (see paragraph 5). This amount is determined as follows:

______________________________________________________________________________________
______________________________________________________________________________________
______________________________________________________________________________________
______________________________________________________________________________________
______________________________________________________________________________________

3. Payment. All Vendors providing goods and services to the University shall submit invoices to the University in order to receive payment. The University shall issue the Vendors’ payment within 40 days (35 days for healthcare providers) after receipt of an acceptable invoice and receipt, inspection, and acceptance of goods and/or services provided in accordance with the terms and conditions of the purchase order/contract. If the payment is not made within said 40 days, a separate interest penalty (established pursuant to Section 55.03(1), Florida Statutes) on the unpaid balance will be paid upon Vendor’s written request to University, providing said request is received by University no later than 40 days from the date shown on the University’s check. The interest provision applies after a 35-day period to health care providers as defined by rule. Interest of less than one (1) dollar will not be enforced.

Vendors shall submit detailed invoices sufficient for a proper pre-audit and post-audit thereof. Each invoice must clearly identify the services, portion of services, and expenses for which compensation is sought. Payment will be tendered only for services or the portion of services completed prior to the submission of the invoice, or for expenses incurred prior to such submission. The University shall determine the accuracy of all invoices. Invoices that have to be returned to the Vendor because of Vendor preparation errors will result in a delay of the payment. In such cases, the invoice payment requirements do not start until a properly completed invoice is provided to the University.

Vendor may request partial payment in the full amount of the value of service received and accepted by submitting a properly executed invoice, with supporting documents, when required by University. The University’s vendor ombudsman, whose duties include acting as an advocate for vendors who may be experiencing problems in obtaining timely payment(s) from the University may be contacted at 813-974-2481. Written inquiries can be addressed to: USF Accountant Payables, UTC Suite 135A, 3702 Spectrum Blvd., Tampa, FL 33612-9445.

4. Availability of Funds. The University’s performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. The University shall give notice to Vendor of the non-availability of such funds when the University has knowledge thereof. Upon the Vendor's receipt of such notice, the Vendor is entitled to payment for only those services performed prior to the date notice is received.
5. **Travel.** If this Agreement specifically provides in paragraph 2 that the University will pay the Vendor for travel expenses, such travel expenses, meals and lodging shall be reimbursed in accordance with Section 112.061, Florida Statutes. Any expenses in excess of the amounts prescribed by Florida law shall be borne by Vendor. If travel reimbursement is not mentioned in paragraph 2, the Vendor's travel expenses will not be reimbursed.

6. **Assumption of Risk.** Each party hereby assumes any and all risk of personal injury and property damage attributable to the willful or negligent acts or omissions of that party and the officers, employees, and agents thereof. Vendor also assumes such risk with respect to the willful or negligent acts or omissions of persons subcontracting with Vendor or otherwise acting or engaged to act at the instance of Vendor in furtherance of Vendor fulfilling Vendor’s obligations under this Agreement.

7. **Unilateral Cancellation/Public Records Law.** The University may unilaterally cancel this Agreement for refusal by Vendor to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received in conjunction with this Agreement.

8. **Cancellation.** Either party may cancel this Agreement upon ____ days written notice without penalty or cause. The Vendor may not charge the University a cancellation penalty. The University shall be liable only for payment for services rendered prior to the effective date of cancellation.

9. **Force Majeure.** No default, delay or failure to perform on the part of the either party shall be considered a default, delay or failure to perform otherwise chargeable, hereunder, if such default, delay or failure to perform is due to causes beyond either party’s reasonable control including, but not limited to, strikes, lockouts or inactions of governmental authorities; epidemics; acts of terrorism; war; embargoes; fire; earthquake; acts of God; or default of common carrier. In the event of such default, delay or failure to perform, any date or times by which either party is otherwise scheduled to perform shall be extended automatically for a period of time equal in duration to the time lost by reason of the excused default, delay or failure to perform.

10. **Renewal.** The University has the option to renew this Agreement for additional ____ year(s) under the same terms, conditions and pricing.

11. **Amendments.** Any amendments, alterations or modifications to this Agreement must be in writing and signed by the parties of this Agreement to be effective.

12. **Governing Law.** This Agreement is governed by the laws of the State of Florida and University Rule 6C4-4.02060. Any provisions in this Agreement in conflict with such laws and Rules shall be void and of no effect. The University is entitled to the benefits of sovereign immunity coextensive therewith, including immunities from taxation. In the event either party is required to obtain from any governmental authority any permit, license, or authorization as a prerequisite to perform its obligations hereunder, the cost thereof shall be borne by the party required to obtain such permit, license, or authorization. Vendor submits to the personal jurisdiction of the State of Florida. Any actions arising out of this Agreement shall be brought exclusively in the courts located in Hillsborough County, Florida.

13. **Taxes.** The State of Florida, and the University, is a tax immune sovereign and exempt from the payment of sales, use or excise taxes. The Vendor shall pay all personal property taxes on leased equipment and all taxes based upon net income.

14. **Licenses.** In the event either party is required to obtain from any governmental authority any permit, license, or authorization as a prerequisite to performing its obligations hereunder, the cost thereof shall be borne by the party required to obtain such permit, license, or authorization.

15. **Certification.** In accordance with Section 112.3185, Florida Statutes, the Vendor hereby certifies that to the best of his knowledge and belief no individual employed by him or subcontracted by him has an immediate relation to any employee of the University who was directly or indirectly involved in the procurement of said services. Violation of this section by Vendor shall be grounds for cancellation of this Agreement by the University.
Indemnification. Vendor agrees to indemnify and hold free and harmless, and defend the State of Florida, the State Board of Education, the University of South Florida, and the University of South Florida Board of Trustees and their officers, employees and agents, from and against any and all actions, claims, liabilities, assertions of liability, losses, costs and expenses, which in any manner directly or indirectly may arise or be alleged to have arisen, or resulted or alleged to have resulted from the presence, activities and promotions of every kind and nature whatsoever of Vendor and/or Vendor’s officers, employees, agents and contractors, in connection with this Agreement.

Assignment. Vendor may not, without the advance written approval of the University, assign any right or delegate any duties hereunder nor may Vendor transfer, pledge, surrender, or otherwise encumber or dispose of Vendor’s interest in any portion of the Agreement.

Termination. Each term and condition of this Agreement is material and any breach or default by Vendor in the performance of each such term and condition shall be a material breach or default of the entire Agreement for which the University shall have the right to terminate this Agreement immediately upon notice to Vendor and without termination penalty to the University.

Relationship of Parties. It is understood and agreed that nothing herein contained is intended, or should be construed, as creating or establishing the relationship of partners between the parties hereto, or as constituting Vendor as the agent or representative of the University for any purpose in any manner whatsoever. Vendor is not authorized to bind University to any contracts or other obligations. Vendor shall not expressly or impliedly represent to any party that Vendor and University are partners or that Vendor is the agent or representative of University or of the Board of Trustees for any purpose or in any manner whatsoever.

Parties’ Representatives. University’s representative for purposes of the Agreement is ______________________ or his/her designee; Vendor’s representative for purposes of this Agreement is ______________________.

Waiver of Breach or Default. No failure to exercise or delay in exercising any right, power or remedy accruing to University on any breach or default of Vendor hereunder shall impair any such right, power of remedy, or be construed as a waiver of such breach or default or any other breach or default.

Entire Agreement. All documents submitted as part of Vendor’s offer are attached and incorporated by this reference. In the event of inconsistency between such documents and the provisions of this Agreement, the provisions of this Agreement will govern. This Agreement and such documents embody the entire agreement of the parties, and there are no other representations, promises, agreements, conditions or understandings, either oral or written, between University and Vendor other than as set forth herein.

Lobbying. The expenditure of funds disbursed from Florida State appropriated grants and aids for the purpose of lobbying the Legislature or a State agency is prohibited.

Affirmative Action. As a condition of this Agreement, the Vendor agrees to comply with Section 202, Executive Order 11246, as amended by Executive Order 11375, and regulations published by the U.S. Department of Labor implementing Section 503 of the Rehabilitation Act of 1973, Public Law 93-112, as amended, which are incorporated herein by reference.

ADA. The Vendor agrees to comply with the Americans with Disability Act (ADA) of 1990 and subsequent amendments.

Public Entity Crime. Any person or affiliate who has been placed on the Convicted Vendor List following a conviction for a Public Entity Crime, may not participate in RFPs or proposals, may not perform work or transact business with University.

Notice to Contractor. The employment of unauthorized aliens by any Contractor is considered a violation of Section 274A(e) of the Immigration and Nationality Act. If the Vendor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement.
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed.

University of South Florida  Vendor:_________________________
Board of Trustees, a public body corporate

By: ________________________________
   Signature

Tom DiBella
Associate Director

Date ________________________________

By: ________________________________
   Signature

Print or Type Name ________________________________

Title ________________________________

Date ________________________________
CERTIFICATE OF NON-SEGREGATED FACILITIES

We, __________________________________________

(certify to the University of South Florida) that we do not and will not maintain or provide for our employees any segregated facilities at any of our establishments, and that we do not and will not permit our employees to perform their services at any location, under our control, where segregated facilities are maintained. We understand and agree that a breach of this certification is a violation of the Equal Opportunity clause required by Executive Order 11246 of 24 September 1965.

As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color or national origin, because of habit, local custom or otherwise.

We, further, agree that (except where we have obtained identical certifications from proposed subcontractors for specific time periods) we will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding $10,000 which are not exempt from the provisions of the Equal Opportunity clause; that we will retain such certification in our files; and that we will forward the following notice to such proposed subcontractors (except where the proposed subcontractors have submitted identical certifications for specific time periods):

NOTE TO PROSPECTIVE SUBCONTRACTORS OR REQUIREMENTS FOR CERTIFICATIONS OF NON-SEGREGATED FACILITIES. A Certificate of Non-segregated Facilities, as required by the 9 May 1967 order on Elimination of Segregated Facilities, by the Secretary of Labor (32 Fed. Reg. 7439, 19 May 1967), must be submitted prior to the award of a sub-contract exceeding $10,000 which is not exempt from the provisions of the Equal Opportunity clause. The certification may be submitted either for each sub-contract or for all subcontracts during a period (i.e. quarterly, semiannually, or annually).

NOTE: Whoever knowingly and willfully makes any false, fictitious or fraudulent representation may be liable to criminal prosecution under 18 U.S.C. 1001.

___________________________________________
(Name of Firm)

By: _______________________________________

Title: _______________________________________

Date: _______________________________________
SUBPART D - CONTRACTOR'S AGREEMENTS

SEC. 202. Except in contracts exempted in accordance with Section 204 of this Order, all Government contracting agencies shall include in every Government contract hereafter entered into the following provisions:

"During the performance of this contract, the contractor agrees as follows:

"(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause."

"(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin."

"(3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or worker's representative of the contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of notice in conspicuous places available to employees and applicants for employment."

"(4) The contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965 and of the rules, regulations, and relevant orders of the Secretary of Labor."

"(5) The contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

"(6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoiced as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law."

"(7) The contractor will include the provision of Paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the contractor may request the United States to enter into such litigation to protect the interest of the United States."

SEC. 402  Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era:

(1) The Contractor agrees to comply with the affirmative action clause and regulations published by the U.S. Department of Labor implementing Section 402 of the Vietnam Era Veteran's Readjustment Assistance Act of 1974, as amended, and Executive Order 11701, which are incorporated in this certificate by reference.
W-9

Request for Taxpayer Identification Number and Certification

Give form to the requester. Do not send to the IRS.

Name

Business name, if different from above

Check appropriate box: 

☐ Individual
☐ Sole proprietor
☐ Corporation
☐ Partnership
☐ Other

Exempt from backup withholding

Address (number, street, and apt., or suite no.)

Reqester'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. 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.

Social security number

or

Employer identification number

Purpose of Form

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

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

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.

Note: If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

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

Nonresident alien who becomes a resident alien.

Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.

2. The treaty article addressing the income.

3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Sign Here

Signature of person

Date

Cat. No. 10231X

Form W-9 (Rev. 1-2003)
IT IS THE RESPONSIBILITY OF THE BIDDERS TO CALL THE FAX-ON-DEMAND SYSTEM OR CHECK THIS WEBSITE FORTY-EIGHT (48) HOURS BEFORE THE OPENING DATE OF THE RFP/PROPOSAL TO VERIFY THAT THE BIDDERS HAS RECEIVED ANY ADDENDA THAT MAY HAVE BEEN ISSUED.

TO BE NOTIFIED OF AN ADDENDUM OR RESCHEDULING OF AN OPENING DATE, PLEASE PROVIDE PURCHASING SERVICES WITH THE FOLLOWING INFORMATION:

VENDOR NAME______________________________________________________________________________

RFP/PROPOSAL NO.  5-1-STP                                         REFERENCE NO.    205

PHONE NO. ________________________________  FAX NO. ________________________________

E-MAIL ADDRESS ____________________________________________________________________________

FAX THIS FORM TO:    PURCHASING SERVICES
                        ATTENTION: EMAN KHRAISAT
                        FAX NO. (813) 974-5362