

10/03

**AGREEMENT
(UTILIZING UNIVERSITY OF SOUTH FLORIDA ITN NO. 12-007-PPB)
BETWEEN
THE CITY OF JACKSONVILLE
AND
LANG ENVIRONMENTAL, INC.
FOR
LEAD ABATEMENT**

THIS AGREEMENT is made and entered into in duplicate this 13 day of April, 2015 (hereinafter the "Effective Date"), by and between the CITY OF JACKSONVILLE, a municipal corporation existing under the Constitution and the laws of the State of Florida (hereinafter the "CITY"), and LANG ENVIRONMENTAL, INC., a Florida profit corporation with principal office at 6418 Badger Drive, Tampa, Florida 33610-2004 (hereinafter the "Contractor"), for lead abatement at the Jacksonville Fire & Rescue Department's warehouse at 909 Haines Street (hereinafter the "Services").

RECITALS:

WHEREAS, effective September 21, 2012, the University of South Florida ("USF"), by and through its Board of Trustees, entered into University of South Florida Invitation to Negotiate (ITN) No. 12-007-PPB (hereinafter the "USF Contract") with various vendors of the Services, including Contractor; and

WHEREAS, said USF Contract is in full force and effect until September 30, 2015, and has been competitively procured and awarded by USF as contracting authority according to Florida law; and

WHEREAS, the Jacksonville Procurement Code, more particularly Section 126.211, *Ordinance Code*, authorizes and allows the CITY to use *inter alia* contracts of other local governmental entities which have been competitively procured and awarded; and

WHEREAS, the USF Contract is broad enough to include the Services and Contractor has agreed to allow the CITY to use its USF Contract; and

WHEREAS, CITY's General Government Awards Committee ("GGAC") approved the purchase set forth herein on March 20, 2015; and

WHEREAS, it is in the best interests of the parties to use the USF Contract for the Services and to add those contractual provisions the CITY is required to use by ordinance or policy; now therefore

IN CONSIDERATION of the premises and of the mutual covenants and agreements hereinafter contained and for other good and valuable consideration, the parties agree as follows:

ARTICLE 1: Incorporation of Recitals:

The above stated recitals are accurate, true, and correct and are made a part hereof and are incorporated herein by this reference.

ARTICLE 2: Engagement of Contractor:

CITY hereby engages Contractor and Contractor hereby accepts said engagement for the purpose of providing to CITY the Services, as described in and according to the provisions of the USF Contract and its exhibits, work descriptions, and quotations and the CITY's GGAC Award under bid # PXF-0108-15 dated March 20, 2015, all of which are identified as **Composite Exhibit 1**, attached hereto and made a part hereof by this reference, and in accordance with the other provisions required by law, ordinance, or policy of the CITY contained in this Agreement. With respect to the Services, the provisions, terms, and conditions of the USF Contract shall apply unless specifically preempted herein; therefore, any conflict between the provisions of this Agreement and those in the USF Contract shall be resolved in favor of this Agreement, but only to the extent of any conflict. The Services are for construction and lead abatement at the Jacksonville Fire & Rescue Department's warehouse at 909 Haines Street

ARTICLE 3: Coordination and Services Provided by CITY:

CITY shall designate for the purchase of the Services a Project Coordinator who will, on behalf of the CITY, coordinate with Contractor and administer this Agreement according to the terms and conditions contained herein and in the exhibit(s) mentioned herein and made a part hereof. It shall be the responsibility of Contractor to coordinate all Services-related activities with the designated Project Coordinator. The CITY's Project Coordinator shall be

Robbie Tiedeman, Facilities Manager (Telephone: 904-630-5406; Fax: 904- 630-5415; E-mail: Tiedeman@coj.net).

ARTICLE 4: Duration of Agreement/Pricing Available to Other Entities:

The term of this Agreement shall commence on the Effective Date and shall continue and remain in full force and effect as to all its terms, conditions, and provisions as set forth herein until August 31, 2015, unless sooner terminated as provided in **Composite Exhibit 1**, at which time all work must be completed. During said period of time, the Services provided hereunder shall be available to all using agencies and other political subdivisions, boards, agencies, or authorities existing in Duval County that may desire to purchase the same at the contract price provided herein.

ARTICLE 5: Payments for Services of Contractor:

5.1. Except as provided in Section 5.2 hereof, the CITY will compensate Contractor for the Services purchased hereunder in accordance with a purchase order issued and used by the City of Jacksonville Procurement Division; *provided however*, the payment invoice shall be sent to the authorized CITY representative as specified in said purchase order or other subsequent written instrument signed by CITY's Project Coordinator. These provisions shall be in addition to the USF Contract, as provided in **Composite Exhibit 1**.

5.2. Notwithstanding any contrary provision in **Composite Exhibit 1**, the maximum indebtedness of the CITY for all fees, reimbursable items, or other costs for the Services provided by Contractor pursuant to this Agreement shall not exceed the sum of FIFTY-FIVE THOUSAND EIGHTY-FOUR AND 00/100 USD (\$55,084.00). The grant number is EMW-2013-PU-00558.

ARTICLE 6: Notice:

In addition to the notice requirement in **Composite Exhibit 1**, notice to the parties under this Agreement shall be delivered by certified mail, return receipt requested, or by other delivery with receipt to the following:

As to the CITY:

Robbie Tiedeman
Facilities Manager
Public Buildings Division
555 West 44th Street
Jacksonville FL 32208

Gregory Pease
Chief of Procurement Division
Suite 800, Ed Ball Building
214 North Hogan Street
Jacksonville, FL 32202

As to the Contractor:

Robert A. Lang
Lang Environmental, Inc.
6418 Badger Drive
Tampa, Florida 33610

ARTICLE 7: Laws, Ordinances, Rules and Regulations:

As required by Section 126.108(b), *Ordinance Code*, in providing the Services, the Contractor must comply with any and all applicable federal, state, and local laws, rules, regulations, and ordinances, as the same exist and may be amended from time to time. Such laws, rules, regulations, and ordinances shall include, but are not limited to, Chapter 119, Florida Statutes (the Florida Public Records Law), and Section 286.011, Florida Statutes (the Florida Sunshine Law), as they apply to the Services contemplated in this Agreement. If any of the obligations of this Agreement are to be performed by a subcontractor, the provisions of this section shall be incorporated into and become a part of the subcontract.

ARTICLE 8: Indemnity:

8.01 The Contractor shall act as an independent contractor and not as an employee, agent, partner, joint venture, representative, or associate of the CITY in performing under this Agreement. Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures utilized in the full performance of this Agreement.

8.01.01 Contractor Indemnity: Contractor, including its employees, representatives, agents, consultants, subsidiaries, and subcontractors of any tier (the "Indemnifying Parties"), shall hold harmless, indemnify, and defend the CITY, including without limitation its

officers, directors, members, representatives, affiliates, agents, employees, successors, and assigns (collectively the “Indemnified Parties”) against any and all claims, suits, demands, judgments, losses, costs, fines, penalties, damages, liabilities, and expenses of whatsoever kind or nature (including all costs for investigation and defense thereof, including but not limited to court costs, reasonable expert witness fees, and attorney’s fees) which may be incurred by, charged to, or recovered from any of the foregoing Indemnified Parties arising (a) directly or indirectly out of any of Contractor’s operations, work, or services performed in connection with this Agreement, including but not limited to any and all claims for damages as a result of the injury to or death of any person or persons, or damage to or destruction of any property which arises as a result of any negligent act, error, omission, recklessness, or intentionally wrongful conduct on the part of Contractor, its agents, affiliates, or assigns, regardless of where the damage, injury, or death occurred, or (b) out of the failure of Contractor to keep, observe, or perform any of its obligations under this Agreement or in any other document or instrument delivered by Contractor pursuant to this Agreement. This indemnification agreement is separate and apart from, and is in no way limited by, any insurance provided pursuant to this Agreement or otherwise. This section relating to indemnification shall survive the term of this Agreement and any holdover and/or contract extensions thereto, whether such Term expires naturally by the passage of time or is terminated earlier pursuant to the provisions of this Agreement.

8.01.02. Violation of Laws: Contractor shall hold harmless, indemnify, and defend the Indemnified Parties against any and all claims, suits, demands, judgments, losses, costs, fines, penalties, damages, liabilities, and expenses (including all costs for investigation and defense thereof, including but not limited to court costs, reasonable expert witness fees, and attorney’s fees) charged to, recovered from, or incurred by any of the Indemnified Parties arising from or based upon the violation of any federal, state, or municipal laws, statutes, resolutions, or regulations by Contractor or those under its control. This indemnification agreement is separate and apart from, and is in no way limited by, any insurance provided

pursuant to this Agreement or otherwise. This section relating to indemnification shall survive the term of this Agreement and any holdover and/or contract extensions thereto, whether such term expires naturally by the passage of time or is terminated earlier pursuant to the provisions of this Agreement.

8.01.03. Breach of Representations, Warranties and Obligations: Contractor shall hold harmless, indemnify, and defend the Indemnified Parties against any and all claims, suits, demands, judgments, losses, costs, fines, penalties, damages, liabilities, and expenses (including all costs for investigation and defense thereof, including but not limited to court costs, reasonable expert witness fees, and attorney's fees) which may be charged to, recovered from, or incurred by any of the Indemnified Parties arising directly or indirectly out of (a) any breach of any representation or warranty made by Contractor in connection with this Agreement or in any certificate, document, writing, or other instrument delivered by Contractor pursuant to this Agreement or (b) any breach of any covenant or obligation of Contractor set forth in this Agreement or any certificate, document, writing, or other instrument delivered by Contractor pursuant to this Agreement. This indemnification agreement is separate and apart from, and is in no way limited by, any insurance provided pursuant to this Agreement or otherwise. This section relating to indemnification shall survive the term and any holdover and/or contract extensions thereto, whether such term expires naturally by the passage of time or is terminated earlier pursuant to the provisions of this Agreement.

8.01.05. Contractor shall be and remain liable in accordance with applicable law, and shall indemnify, hold harmless, and defend CITY from all damages to CITY caused by Contractor's breach of contract or its negligent performance of any Services under this Agreement. The Contractor shall not be responsible, however, for any time delays in the Project caused by circumstances beyond Contractor's control.

ARTICLE 9: Insurance:

9.01. Contractor and its subcontractors of any tier shall at all times during the term of this Agreement procure and maintain at their sole expense insurance of the types and in amounts no less than those stated below:

<u>Schedule</u>	<u>Limits</u>
Worker's Compensation	Florida Statutory Coverage
Employer's Liability	\$1,000,000 Each Accident
(including appropriate federal acts)	\$1,000,000 Disease Policy Limit
	\$1,000,000 Each Employee/Disease

Contractor's workers' compensation insurance shall cover the Contractor and its employees (and to the extent its subcontractors of any tier are not otherwise insured, its subcontractors) for those sources of liability which would be covered by the latest edition of the standard Workers' Compensation policy, as filed for use in the State of Florida by the National Council on Compensation Insurance (NCCI), without any restrictive endorsements other than the Florida Employers Liability Coverage Endorsement (NCCI Form WC 09 03), those which are required by the State of Florida, and any restrictive NCCI endorsements which, under an NCCI filing, must be attached to the policy (i.e., mandatory endorsements). In addition to coverage for the Florida Workers' Compensation Act, coverage is to be included for the Federal Employers' Liability Act and any other applicable federal or state law. If Contractor is not required to carry workers' compensation coverage as defined under Chapter 440, Florida Statutes, the above requirement may be waived. Contractor shall provide to CITY written confirmation verifying the exemption on Contractor's letterhead, certified and signed by an officer or authorized representative of Contractor).

Commercial General Liability - (Form CG0001)

ISO Form CG0001 as filed for use in the State of Florida without any restrictive endorsements other than those which are required by the State of Florida, or equivalent manuscript form, must be attached to the policy equivalent endorsement as filed with ISO (i.e., mandatory endorsement).

Commercial General Liability	\$2,000,000	General Aggregate
	\$2,000,000	Products & Completed Ops Aggregate
	\$1,000,000	Personal/Advertising Injury
	\$1,000,000	Each Occurrence
	\$50,000	Fire Damage
	\$5,000	Medical Expenses
Automobile Liability (Coverage for all automobiles- owned, hired or non-owned)	\$1,000,000	Total Any One Accident

The CITY of Jacksonville shall be endorsed as an additional insured under all of the above Commercial General Liability and Automobile Liability coverages. Such insurance shall be endorsed to provide for a waiver of underwriter's rights of subrogation in favor of the CITY.

Umbrella Liability \$25,000.00 each occurrence/Agg.

The Umbrella Liability policy shall be in excess of the above limit without any gap. The Umbrella coverage will follow from the underlying coverages and provide on an Occurrence basis all coverages listed above and shall be included in the Umbrella policy.

Professional Liability \$5,000,000 per claim
\$5,000,000 Aggregate

Professional Liability coverage will be provided on an Occurrence Form or a Claims Made Form with a retroactive date to at least the first date of this Agreement and with a three year reporting option beyond the annual expiration date of the policy.

9.02. The deductible amounts for any peril shall be deemed usual and customary in the insurance industry. Contractor shall be responsible for payment of its deductible(s). Depending upon the nature of any aspect of the Services and its accompanying exposures and liabilities, the CITY may, at its sole option, require additional insurance coverages in amounts responsive to those liabilities, which may or may not require that the CITY also be named as an additional insured.

9.03. Said insurance shall be written by an insurer holding a current certificate of authority pursuant to Chapter 624, Florida Statutes. Such insurance shall be written by an insurer with an A.M. Best Rating of A- VII or better. Prior to commencing any work on the Project, Certificates of Insurance approved by the CITY's Division of Risk Management demonstrating the maintenance of said insurance shall be furnished to the CITY. Contractor shall provide to the CITY thirty (30) days' prior written notice of any change in the above insurance coverage limits or cancellation, including expiration or non-renewal.

9.04. Anything to the contrary notwithstanding, the liabilities of the Contractor under this Agreement shall survive and not be terminated, reduced, or otherwise limited by any expiration or termination of insurance coverage. Neither approval of, nor failure to disapprove, insurance furnished by Contractor shall relieve Contractor or its sub-contractors of any tier from the responsibility to provide insurance as required by this Agreement. In case any class of employees engaged in hazardous work under this Agreement is not protected under the Workers' Compensation statute, Contractor shall provide, and cause each subcontractor to provide, adequate insurance satisfactory to the CITY for the protection of employees not otherwise protected. For any insurance coverage required hereby, Contractor may use a self-insurance program, provided such program has received prior written approval from the CITY's Risk Manager.

ARTICLE 10: Conflict of Interest:

The parties will follow the provisions of Section 126.112, *Ordinance Code*, with respect to required disclosures by public officials who have or acquire a financial interest in a bid or contract with the CITY, to the extent the parties are aware of the same.

ARTICLE 11: Non Discrimination:

As required by Section 126.404, *Ordinance Code*, the Contractor represents that it has adopted and will maintain a policy of non discrimination against employees or applicants for employment on account of race, religion, sex, color, national origin, age, or handicap in all areas of employment relations throughout the term of this Agreement. The Contractor agrees

that on written request, it will permit reasonable access to its records of employment, employment advertisement, application forms, and other pertinent data and records by the Executive Director of the Community Relations Commission or successor agency or commission for the purpose of investigation to ascertain compliance with the non-discrimination provisions of this Agreement; *provided however*, that the Contractor shall not be required to produce for inspection records covering periods of time more than one (1) year prior to the day and year first above written. The Contractor agrees that if any of the Services are to be performed by a subcontractor, the provisions of this Article 11 shall be incorporated into and become a part of the subcontract.

ARTICLE 12: Counterparts:

The parties agree that for the execution of this Agreement, time is of the essence. Therefore, this Agreement and all amendments thereto may be executed in several counterparts, each of which shall be deemed an original, and all of such counterparts together shall constitute one and the same instrument. The parties further agree that facsimile (“fax”) transmission of all signatures with originals to follow shall constitute and be evidence of an executed Agreement.

[Remainder of page is left blank intentionally. Signature page follows immediately.]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

ATTEST:

CITY OF JACKSONVILLE:

By James R. McCain, Jr.
James R. McCain, Jr.
Corporation Secretary

By Cleveland Ferguson III
Alvin Brown, Mayor
Deputy Chief Administrative Officer
For: Mayor Alvin Brown
Under Authority of:
Executive Order No. 2015-01

In compliance with the *Ordinance Code* of the City of Jacksonville, I do hereby certify that there is an unexpended, unencumbered, and unimpounded balance in the appropriation sufficient to cover the foregoing Agreement, and provision has been made for the payment of the monies provided therein to be paid from the following account:

C. Ronald A. Belton
Director of Finance
10103
PB

Form Approved:

James R. McCain, Jr.
Office of General Counsel

WITNESS:

LANG ENVIRONMENTAL, INC.

By Gail L. Golly
Signature
Gail L. Golly
Type/Print Name
Project Coordinator
Title

By Charles W. Mowat
Signature
Charles W. Mowat
Type/Print Name
President / COO
Title

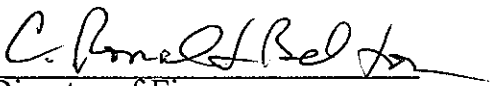
Encumbrance and funding information for internal City use:

Account FRCP331F5250-06505-FRE043-14-FR0049-02

Total Amount. . . . \$55,084.00

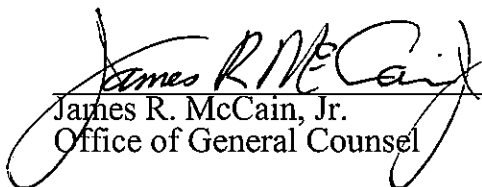
This above stated total amount is the maximum fixed monetary amount of the foregoing contract. It shall not be encumbered by the foregoing contract. It shall be encumbered by a subsequently issued Purchase Order that must reference the foregoing Contract. All financial examinations and fund control checking will be made at the time such Purchase Order is issued.

In accordance with Section 24.103(e), *Ordinance Code*, I do hereby certify that there is an unexpended, unencumbered, and unimpounded balance in the appropriation sufficient to cover the foregoing agreement; *provided however*, this certification is not nor shall it be interpreted as an encumbrance of funding under this Contract. Actual encumbrance shall be made by subsequent purchase order as specified in said Contract.



Director of Finance
City Contract # 10103
pp

Approved as to form:



James R. McCain, Jr.
Office of General Counsel

Composite Exhibit 1

COMPOSITE EXHIBIT "1"

**ADMINISTRATIVE AWARD
BID No.: PXF-0108-15**

DESCRIPTION OF GOODS/SERVICES: Recommend approval of award to piggyback the University of South Florida contract ITN NO: 12-007-PPB with Lang Environmental, Inc., for Asbestos and Related Services. Total estimated expenditure not-to-exceed \$55,084.00. This is a one-time purchase.

Funding for this award to be encumbered by account: FRCP331F5250-06505-FRE043-14-FR0049-02 to be executed by formal contract through Office of General Counsel.

FOR AGENCY/DEPARTMENT: Department of Public Works/Public Works Division

REQUISITION NUMBERS: N/A

NUMBER FIRMS SOLICITED: **NUMBER FIRMS BIDDING:**

REASON FOR LESS THAN REQUIRED MINIMUM SOLICITATION/QUOTATION:
Piggyback per Procurement Manual 126.211

RECOMMEND AWARD TO: Lang Environmental, Inc.

CONCURRENCE BY: Luis F. Flores, Chief, Public Buildings Division

PRICE: \$55,084.00

TERMS: Net 30

REASON FOR NOT ACCEPTING LOW BID:



Analyst

3/19/15

Date

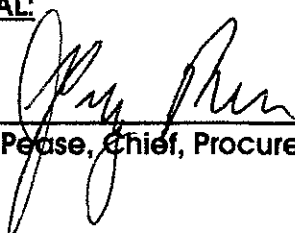


Manager of Purchasing Services

3/19/15

Date

APPROVAL:



Gregory Pease, Chief, Procurement Division

3/20/15

Date

COMPOSITE EXHIBIT "1"
PUBLIC BUILDINGS DIVISION


PXF-0108-15

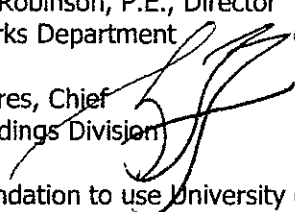


03/19/15 08:33:46
Procurement Division

March 17, 2015

TO: Gregory W. Pease, Chief
Procurement Division

THROUGH: James M. Robinson, P.E., Director
Public Works Department 

FROM: *amb* Luis F. Flores, Chief
Public Buildings Division 

SUBJECT: Recommendation to use University of South Florida (USF) Asbestos Abatement and Related Services Contract

Lang Environmental, Inc. has a contract with the University of South Florida (USF) which was competitively solicited in accordance with Chapter 126, Jacksonville Ordinance Code for Asbestos Abatement and Related Services (Contractual Services Agreement included as Attachment A).

The Public Buildings Division proposes to piggyback the referenced USF contract to perform lead abatement at the JFRD Warehouse located at 909 Haines Street. Lang Environmental, Inc. has agreed to extend the USF contract price discount to the City of Jacksonville (Contractual Services Agreement). In accordance with the COJ Administrative Code, our Risk Manager has reviewed and approved the certificate of insurance provided by Lang Environmental, Inc. (see Attachment B).

The USF contract is a multi-year pricing agreement to provide Asbestos Abatement and Related Services. As a government agency, the City of Jacksonville satisfies the requirement as an Eligible Customer. This agreement is based on the labor and equipment rates provided in the Contractual Services Agreement.

Accordingly it is recommended that the City issue a purchase order to Lang Environmental, Inc based on the price quote (see Attachment C), with the same terms and conditions as the USF contract, and with a Not to Exceed limit of \$55,084.00.

The account information is provided below:

- Index code: FRCP331F5250
- Sub object: 06505
- Grant: FRE043
- Detail: 14
- Project: FR0049
- Detail: 02

With your approval, this request will be funded in FY 14-15.

Attachments A-C
CC: Jim Robinson, Director

DEPARTMENT OF PUBLIC WORKS

COMPOSITE EXHIBIT "1"

Attachment A

Contractual Services Agreement

This Agreement is made and entered into this 21 day of September, 2012, by and between the University of South Florida Board of Trustees, a public body corporate of the State of Florida, "University", and Lang Environmental, Inc., "Vendor/Contractor/Bidder". 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 Vendor pursuant to Florida Law. The Vendor assumes full responsibility for completion of the services stipulated below:

Provide all labor, equipment, supplies, materials and applicable supervision required to perform Asbestos Abatement and Related Services [DMS No. 973-095] on an "As Needed, When Needed" basis as stipulated in USF Invitation to Negotiate No. 12-007-PPB (copy attached).

The Vendor shall commence performance of the terms of this Agreement no earlier than the 1st day of October, 2012, and complete performance of this Agreement to the satisfaction of the university no later than the 30th day of September, 2015.

2. Cost.

The total amount of this contract is not to exceed \$ 200,000.00 except as stipulated by a future contract amendment and shall include travel costs, if applicable (See Paragraph 5). This amount is determined in full accordance with USF ITN No. 12-007-PPB.

3. Payment.

Timely Payment Problems: 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 forty (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 forty (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 forty (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 USF purchase order number, date of services completed, portion of services, and material and labor expenses for which compensation is sought. ~~The University reserves the right to return any invoice that does not comply with this requirement.~~ 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 Purchasing & Property Services, 4202 E. Fowler Avenue, AOC 200, Tampa, Florida 33620.

COMPOSITE EXHIBIT "1"

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 only for those services performed prior to the date notice is received.

5. Travel.

There is no travel allowed within this agreement

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 any and all documents, papers, letters or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the Vendor in conjunction with this Agreement.

8. Cancellation.

All Agreement obligations shall prevail for at least sixty (60) calendar days after the effective date of the contract. After that period, either party may cancel this Agreement upon ten (10) calendar days written notice without penalty or cause. The Vendor may not charge to 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.

There is no stipulated renewal of this agreement. This agreement may be extended throughout the project to accommodate any needed change orders or extension of time.

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.

COMPOSITE EXHIBIT "1"

12. Governing Law.

The Contract/Agreement ("Contract") is governed by the law of the State of Florida and USF Regulation USF4-4.02060. 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. 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 perform 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.

16. Indemnification

Vendor agrees to indemnify and hold free and harmless, and defend the State of Florida, the State Board of Education, the State Board of Governors, the University of South Florida, and the University of South Florida Board of Trustees and their officers, employees and agents, and the University's Architect/Engineer Consultants from and against any and all actions, claims, liabilities, assertions of liability losses, costs and expenses, including but not limited to attorney's fees, reasonable investigative and discovery cost, court costs, claim or claims for bodily injury or death of persons and for loss of or damage to property, in law or in equity, of every kind and nature whatsoever, 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, contractors, and sub-contractors, in connection with this Agreement.

17. Assignment.

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

18. 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 University shall have the right to terminate this Agreement immediately upon notice to Vendor and without termination penalty to University.

COMPOSITE EXHIBIT "1"

19. 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 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.

20. Parties' Representatives.

University's representative for purposes of the Agreement is Kathy Simmons or her designee; Vendor's representative for purposes of this Agreement is Charles W. Mowat, President/COO.

21. 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 or remedy, or be construed as a waiver of any such breach or default or of any other breach or default.

22. 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 are set forth herein.

23. 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.

24. 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.

25. Americans with Disabilities Act (ADA).

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

26. 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 bids or proposals, may not perform work or transact business with University.

27. 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 contractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral termination of the Agreement.

COMPOSITE EXHIBIT "1"


26. Terms and Conditions

Any terms and conditions submitted with your Invitation to Bid response are not binding to the University and are not accepted as applying to the Invitation to Bid or this contract. Only the University of South Florida terms and conditions as issued in the Invitation to Bid are acceptable.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed.

*****Vendor*****

Lang Environmental, Inc.
6418 Badger Drive
Tampa, FL 33610
FEID No. 59-2802012
Telephone No. 813-622-8311
Toll Free No. 800-330-8311
E-Mail: charlesm@l-E.cc

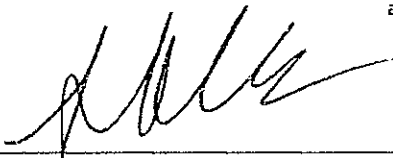
BY: 

Charles W. Mowat, President/COO

Executed on this the _____ day of September, 2012

*****UNIVERSITY OF SOUTH FLORIDA*****


Board of Trustees,
a public body corporate.

BY: 

George Cotter
Associate Director of Purchasing Services

Executed on this the 21 day of September, 2012

COMPOSITE EXHIBIT "1"

FIELD NUMBER OR E.I.N. NUMBER 59-2802012	Delivery will be <u>40</u> Days ARO	Cash Discount Terms 0%
VENDOR NAME Lang Environmental, Inc.	REASON FOR NOT SUBMITTING PROPOSAL N/A CERTIFIED OR CASHIER'S CHECK IS ATTACHED, WHEN REQUIRED, IN THE AMOUNT OF \$	
VENDOR MAILING ADDRESS 6410 Badger Drive	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 129.53(5), Florida Statutes, shall constitute a waiver of proceedings under Chapter 129, Florida Statutes.	
CITY-STATE-ZIP Tampa, FL 33610		
WEB ADDRESS: www.L-E.cc		
AREA CODE	TELEPHONE NUMBER (813) 622-8311	
	TOLL-FREE NUMBER (800) 330-8311	
<p>I certify that this ITN proposal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a proposal for the same materials, supplies or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this ITN proposal and certify that I am authorized to sign this ITN proposal for the vendor and that the vendor is in compliance with all requirements of the Invitation To Negotiate, including but not limited to, certification requirements. In submitting a proposal to the University of South Florida Board of Trustees, a public body corporate, herein after known as the University, the vendor offers and agrees that if the ITN proposal is accepted, the vendor will convey, sell, assign, or transfer to the University all rights, title and interest in and to all causes of action it now or hereafter acquires under the Anti-trust laws of the United States and the University for price fixing relating to the particular commodities or services purchased or acquired by the University. At the University's discretion, such assignment shall be made and become effective at the time the purchasing agency renders final payment to the vendor.</p>		
		 AUTHORIZED SIGNATURE (MANUAL) <u>Charles W. Mowal, President / COO</u> AUTHORIZED SIGNATURE (TYPED) TITLE
		E-MAIL ADDRESS: Charles.MO@L-E.cc

GENERAL CONDITIONS:

SEALED PROPOSALS: All proposal sheets and this acknowledgement form must be enclosed and submitted in a sealed envelope. (DO NOT INCLUDE MORE THAN ONE PROPOSAL PER ENVELOPE.) The face of the envelope shall contain, in addition to the above address, the date and time of the proposal opening and the proposal number. Proposal prices not submitted as instructed shall be rejected. All proposals are subject to the conditions specified herein. ITN responses, which do not comply with specified conditions, may be rejected.

1. **EXECUTION OF ITN:** ITN proposal must contain an original manual signature of authorized representative in the space provided above. ITN proposal must be typed or printed in ink. Use of erasable ink is not permitted. All corrections made by vendor to his ITN price must be initialed. The company name and E.I.N. number or social security number shall appear on each pricing page of the ITN as required. Complete ordering instructions must be submitted with the ITN proposal.
 - (a) **INVOICING AND PAYMENT:** The vendor shall be paid upon submission of properly certified invoices to the purchaser at the prices stipulated on the contract at the time the order is placed, after delivery and acceptance of goods, less deductions if any, as provided. Invoices shall contain the contract number, purchase order number and the vendor's EIN number. An original invoice shall be submitted. Failure to follow these instructions may result in delay in processing invoices for payment. **VENDOR'S RIGHT TO PAYMENT:** Vendors providing goods and services to the University shall submit invoices to the University in order to receive payment. The University shall issue the Vendor's payment within 40 days (35 days for healthcare providers) after receipt of acceptable invoices, receipt, inspection and acceptance of goods and/or services provided in accordance with the terms and conditions of the purchase order/contract. If payment is not made within said 40 days, a separate interest penalty (established pursuant to Section 56.03 (1), Florida Statutes) on the unpaid balance will be paid upon Vendor's written request to the University, providing said request is received by the University no later than 40 days from the date shown on the University's check. The interest provision applies after a 25 day period to health care providers as defined by rule. Interest of less than one (1) dollar will not be enforced.
2. **NO ITN PROPOSAL:** If not submitting an ITN proposal, respond by returning only this vendor acknowledgement form, marking it "NO ITN" and explain the reason in the space provided above. Failure to respond to a procurement solicitation without giving justified reason for such failure, non-conformance to contract conditions, or other pertinent factors deemed reasonable and valid shall be cause for removal of the supplier's name from the ITN mailing list. Note: To qualify as a respondent, vendor must submit a "NO ITN", and it must be received no later than the stated ITN opening date and hour.
 - (f) The University's vendor ombudsman, whose duties include acting as an advocate for vendors who may be experiencing problems in obtaining timely payments from the University may be contacted at 813-974-2481. Written inquiries and requests for interest penalty payments can be addressed to: USF Accounts Payable, 4207 Fowler Ave. ADM 147, Tampa, FL 33620.
3. **ITN OPENING:** Shall be public, on the date and at the time specified on the ITN form. It is the vendor's responsibility to assure that his ITN proposal is delivered at the proper time and place of the ITN opening. ITN proposals, which for any reason are not so delivered, will not be considered. Offers by facsimile or telephone are not acceptable. An ITN proposal may not be altered after opening of the proposals. **NOTE:** Proposals submitted by electronic submission, including but not limited to, e-mail, are not acceptable. Proposal files may be examined during normal working hours by appointment. Proposal tabulations will not be provided by telephone.
 - (g) **ANNUAL APPROPRIATIONS** The University's performance and obligation to pay under this contract is contingent upon an annual appropriation by the Legislature.
4. **PRICES, TERMS AND PAYMENT:** Firm prices shall be proposed and include all packing, handling, shipping charges and delivery to the destination shown herein.
 5. **DELIVERY:** Unless actual date is specified (or if specified delivery cannot be met), show number of days required making delivery after receipt of purchase order in space provided. Delivery time may become a basis for making an award (see Special Conditions). Delivery shall be Monday through Friday, 8:00 a.m. to 11:30 a.m. and 1:00 p.m. to 4:00 p.m., excluding University of South Florida holidays, unless otherwise specified.
- (a) **TAXES:** The University does not pay Federal Excise and Sales taxes on direct purchases of tangible personal property or services. See tax exemption number on face of purchase order or agreement form. This exemption does not apply to purchases of tangible personal property or services made by vendors who use the tangible personal property or services in the performance of contracts for the improvement of University-owned real property as defined in Chapter 182, F.S.
- (b) **DISCOUNTS:** Cash discounts for prompt payment shall not be considered in determining the lowest net cost for ITN proposal evaluation purposes.
- (c) **MISTAKES:** Vendors are expected to examine the specifications, delivery schedule, proposal price, extensions and all instructions pertaining to supplies and services. Failure to do so will be at vendor's risk. In case of mistake in extensions the unit price will govern.
- (d) **CONDITIONS AND PACKAGING:** It is understood and agreed that any item offered or shipped as a result of this ITN proposal shall be new, current standard production model available at time of the ITN. All containers shall be suitable for storage or shipment, and all prices shall include standard commercial packaging.
6. **ADDITIONAL TERMS AND CONDITIONS:** No additional terms and conditions included with the ITN response shall be evaluated or considered and any and all such additional terms and conditions shall have no force and effect and are inapplicable to this ITN. If submitted either purposely through intent or design or inadvertently appearing separately in transmittal letters, specifications, literature, price lists or warranties, it is understood and agreed the general and special conditions in this ITN solicitation are the only conditions applicable to the ITN and the vendor's authorized signature affixed to the vendor acknowledgement form shall be to this

COMPOSITE EXHIBIT "1"

7. **MANUFACTURER NAME AND APPROVED EQUIVALENTS:** Any manufacturer's name, trade names, brand names, information and/or 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 not intended to preclude proposals for commodities with metric measurements. If proposals are based on equivalent products, indicate on the ITN form the manufacturer's name and number. Vendor shall submit with his proposals, cuts, sketches, and descriptive literature, and/or complete specifications. Reference to literature submitted with a previous proposal will not satisfy this provision. The University reserves the right to determine acceptance of item(s) as an approved equivalent. Proposals, which do not comply with these requirements, are subject to rejection. Proposals lacking any written indication of intent to propose an alternate brand will be received and considered in complete compliance with the specifications as listed on the ITN form. The Purchaser is to be notified of any proposed changes in (a) materials used, (b) manufacturing process, or (c) construction. However, changes that are not binding upon the University unless evidenced by a Change Notice issued and signed by the University.
8. **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 ITN opening. Inquiries must reference the date of ITN opening and ITN 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 violation or contract award and who wants to protest such decision or intended decision shall file a protest in compliance with USF Regulation 4.0205(3). Failure to file a protest within the time prescribed in Section 120.57(2), F.S., shall constitute a waiver of proceedings under Chapter 120, F.S.
9. **NOTICE OF ITN PROTEST BONDING REQUIREMENT:** Any person who files an action protesting a decision or intended decision pertaining to contracts administered by the University pursuant to Section 120 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 adjudged against him in the administrative hearing in which the action is brought and in 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 requesting Agency'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, in either case, accept a cashier's check or money order in the amount of the bond. **FAILURE TO FILE THE PROPER BOND AT THE TIME OF FILING THE FORMAL PROTEST WILL RESULT IN A DENIAL OF THE PROTEST.**
10. **CONFLICT OF INTEREST:** The award hereunder is subject to the provisions of Chapter 112, F.S. All vendors must disclose with their proposal the name of any officer, director, or agent 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 the vendor's firm or any of its branches.
11. **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 proposals or waive any other irregularity or technicality in proposals received. When it is determined there is competition in the lowest responsible vendor, evaluation of other proposals is not required. Vendors are cautioned to make no assumptions unless their proposal has been evaluated as being responsive. All awards made as a result of this ITN shall conform to applicable Florida Statutes, and University Regulations, policies and Procedures.
12. **SAMPLES:** Samples of items, when called for, must be furnished free of expense on or before ITN 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, ITN number, and item reference. Request for return of samples shall be accompanied by instructions, which include shipping authorization and name of carrier, and must be received within 90 days after ITN opening date. If instructions are not received within this time, the University shall dispose of the commodities.
13. **NON-COMPLIANCE TO CONTRACT CONDITIONS:** Others acceptable to the University may list items for compliance with specifications by the Florida Department of Agriculture and Consumer Services. Should the items fail testing, the University may require the vendor to reimburse the University for costs incurred by the University in connection with the examination or testing of the commodity including costs relating to transporting the commodity samples to the testing site, actual test costs, personnel costs and other applicable costs. The data derived from any tests for compliance with specifications are public records and open to examination thereto in accordance with Chapter 119, F.S. Items delivered not conforming to specifications may be rejected and returned at vendor's expense. These items and items not delivered as per delivery data in ITN and/or purchase order may result in vendor being found in default in which event any and all procurement costs may be charged against defaulting vendor. Any violation of these stipulations may also result in:
 - a) Suppliers name being removed from the University list.
 - b) All University departments being advised not to do business with the supplier without written approval from Purchasing and Property Services and such time as supplier reimburses the University for all procurement and cover costs.
14. **INSPECTION, ACCEPTANCE AND TITLE:** Inspection and acceptance will be at destination unless otherwise provided. Title and risk of loss or damage to all items shall be the responsibility of the contract supplier until accepted by the ordering agency, unless loss or damage results from negligence by the ordering agency. The contract supplier shall be responsible for filing, processing and collecting all damage claims. However, to assist him in the expeditious handling of damage claims, the ordering agency will:
 - a) Record any evidence of visible damage on all copies of the delivering carrier's Bill of Lading.
 - b) Report damage (Visible and Concealed) to the carrier and contract supplier, confirming such reports, in writing within 15 days of delivery, requesting that the carrier inspect the damaged merchandise.
 - c) Retain the item and its shipping container, including inner packing material, until the carrier and the contract supplier perform inspection.
 - d) Provide the contract supplier with a copy of the carrier's Bill of Lading and damage inspection report.
15. **GOVERNMENTAL RESTRICTIONS:** In the event any governmental restrictions may be imposed which would necessitate alteration of the material, quality, workmanship or performance of the items offered on this ITN prior to their delivery, it shall be the responsibility of the supplier to notify Purchasing and Property Services at once, indicating in his letter the specific regulation which required an alteration. The University reserves the right to accept any such alteration, including any price adjustments occasioned thereby, or to cancel the contract at no further expense to the University.
16. **ADDITIONAL QUANTITIES:** For a period not exceeding 180 days from the date of acceptance of this offer by the buyer, the right is reserved to acquire additional quantities up to the amount shown on the ITN but not to exceed the threshold for category two at the prices proposed in this invitation. If additional quantities are not acceptable, the ITN proposal sheets must be noted "PROPOSAL IS FOR SPECIFIED QUANTITY ONLY."
17. **SERVICE AND WARRANTY:** Unless otherwise specified, the vendor shall define any warranty services and replacements that will be provided during and subsequent to the contract. Vendors must explain on an attached sheet to what extent warranty and service facilities are provided.
18. **LEGAL REQUIREMENTS:** Applicable provision of all Federal, State, county and local laws, and of all ordinances, rules, and regulations shall govern development, submission and evaluation of all proposals received in response hereto and shall govern any and all claims and disputes which may arise between person(s) submitting a ITN response hereto and the University, by and through its officers, employees and authorized representatives, or any other person, natural or otherwise; and lack of knowledge by any vendor shall not constitute a cognizable defense against the legal effect thereof.
19. **PATENTS, COPYRIGHTS, TRADEMARKS, ROYALTIES and other Intellectual Property:** The vendor, without exception, shall indemnify and save harmless the purchaser and its employees from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented, trademarked or unpatented invention, process, or article manufactured or supplied by the vendor. The vendor has no liability when such claim is solely and exclusively due to the combination, operation or use of any article supplied hereunder with equipment or data not supplied by vendor or is based solely and exclusively upon the University's alteration of the article. The purchaser will provide prompt written notification of a claim of copyright or patent infringement and will afford the vendor full opportunity to defend the action and control the defense.
20. Further, if such a claim is made or is pending the vendor may, at its option and expense procure for the purchaser the right to continue use of, replace or modify the article to render it non-infringing. (If none of the alternatives are reasonably available, the University agrees to return the article on request to the vendor and receive reimbursement, if any, as may be determined by a court of competent jurisdiction.) If the vendor uses any design, device or materials covered by copyright, patent or trademark, it is mutually agreed and understood without exception that the proposal prices shall include all royalties or costs arising from the use of such design, device, or materials in any way involved in the work.
21. **ASSIGNMENT:** Any Purchase Order issued pursuant to this ITN and the monies, which may become due hereunder, are not assignable except with the prior written approval of the ordering agency.
22. **LIABILITY:** The vendor shall save and hold harmless the University, its officers, agents and employees against any and all claims by third parties resulting from the vendor's breach of this contract, the vendor's negligence, and/or vendor's other wrongful acts.
23. **FACILITIES:** The University reserves the right to inspect the vendor's facilities at any reasonable time with prior notice.
24. **PUBLIC PRINTING:** A vendor must have at the time of ITN opening a manufacturing plant in operation, which is capable of producing the items proposed, and so certify upon request of the agency. Every agency of the State, including agencies within the legislative and judicial branches of government, shall give preference to vendors located within the State when awarding contracts to have materials printed, whenever such printing can be done at no greater expense than, and at a level of quality comparable to that obtainable from a vendor located outside the State.
 - (a) **CONTRACTS NOT TO BE SUBJECT:** In accordance with Printing Laws and Regulations printing contracts cannot be subject. Printing shall be awarded only to printing firms. No contract shall be awarded to any broker, agent, or independent vendor offering to provide printing manufactured by other firms or persons.
 - (b) **PRINTING ADJUSTMENTS: OVERRUNS/UNDERRUNS:** No adjustment shall be accepted by an agency on any purchase of printing unless conditions or specifications of proposal expressly so provide.
 - (c) **COMMUNICATIONS:** It is expected that all materials and proofs will be picked up and delivered by the printer or his representative, unless otherwise specified. Upon request, materials will be forwarded by registered mail.
 - (d) **RETURN OF MATERIALS:** All copy, photos, artwork, and other materials supplied by the purchaser must be handled carefully and returned in good condition upon completion of the job. Such return is a condition of the contract and payment will not be made until return is effected.
 - (e) **QUALITY-PERFORMANCE ANALYSIS:** The vendor on any purchase of printing in excess of the threshold for Category two shall complete and forward to Purchasing and Property Services the analysis form that accompanied his purchase order together with an invoice copy.
25. **PUBLIC RECORDS:** Any material submitted in response to this ITN will become a public document pursuant to Section 119.07, F.S. This includes material, which the responding vendor might consider to be confidential, or a trade secret. Any claim of confidentiality is waived upon submission, effective after opening pursuant to Section 119.07, F.S.
26. **DEFAULT:** Failure to perform according to the successful vendor resulting contract shall be cause for your firm to be found in default in which event any and all procurement costs may be charged against your firm. Any violations of these stipulations may also result in:
 - a) Vendor's name being removed from Purchasing and Property Services vendor mailing list.
 - b) All University agencies being advised not to do business with the vendor without written approval of Purchasing and Property Services.
27. **CANCELLATION:** The University shall have the right of unilateral cancellation for refusal by the contractor to allow public access to all documents, papers, charts, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the contractor in connection with the contract.

NOTE: ANY AND ALL SPECIAL CONDITIONS AND SPECIFICATIONS ATTACHED HERETO WHICH VARY FROM THE GENERAL CONDITIONS SHALL HAVE PRECEDENCE.

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Asbestos Abatement and Related ServicesSECTION I: INTRODUCTIONPurpose of ITN

The University of South Florida Board of Trustees, a public body corporate of the State of Florida, hereinafter the "University", intends to negotiate an agreement to/for Asbestos Abatement and Related Services. We invite proposals from qualified state licensed and certified asbestos abatement contractor(s) or certified general contractor(s) for Asbestos Abatement and Related Services to submit a proposal to perform the services as described in the specifications herein. Through this process the University desires to negotiate the best value agreement for the University.

The purpose of this ITN is to provide additional capacity to the University's Maintenance and Facilities Enhancement Minor Projects allowing the University to enter into a three (3) year contract with up to three (3) qualified state licensed and certified asbestos abatement contractor(s) or a certified general contractor to provide non-exclusive "time and material(s)" asbestos abatement services [DMS 973-095] as specified herein for "Asbestos Abatement and Related Services" on the Tampa campus. There will be the possibility of two (2) one (1) year renewals. Renewals are not automatic.

No guarantee of minimum or maximum amounts of work will be made by the University under this contract.

Description of University

Founded in 1956, the University of South Florida has become one of the largest universities in the Southeast, with a student body of 47,000 within the USF System that includes USF Tampa, USF St. Petersburg, USF Sarasota-Manatee and USF Polytechnic, an annual budget of \$1.5 billion, and an annual economic impact of \$3.7 billion. USF is one of only three Florida public universities classified by the Carnegie Foundation for the Advancement of Teaching in the top tier of research activities, a distinction attained by only 2.2 percent of all universities. The University's renowned faculty generate over \$390 million in contract and grant-sponsored research each year.

Located in the Tampa Bay region - one of the fastest-growing metropolitan areas of the nation - the University of South Florida has received vital support from business leaders and organizations, and contributes to the economic growth of the region through research and service projects.

The University's priorities are focused on student success, community engagement, research and innovation, global literacy and impact, and integrated interdisciplinary inquiry. A national reputation as a dynamic research university is attracting more and more of the nation's best and the brightest scholars to the Tampa Bay area. USF research is taking place across an astonishing array of disciplines, from marine sciences to teacher education, micro engineering to cancer treatments.

The University has world-recognized researchers in all of its colleges conducting research in areas such as oceanography, coastal geology, medicine, satellite communications and mapping, curriculum and testing innovation, aging, health outcomes and community welfare, business systems, fine arts, and many others.

The University is a member of the Big East Athletic Conference.

Additional information available at <http://www.usf.edu/About-USF/index.asp>

Asbestos Abatement and Related ServicesSECTION II: SPECIAL CONDITIONS

Attention Vendor: Any vendors who received this Invitation to Negotiate from the Department of Purchasing and Property Services or vendors who have downloaded this Invitation to Negotiate from the USF Purchasing Web site <http://usfweb2.usf.edu/purchasing/purch2.htm>, are solely responsible to check the USF Purchasing Web site forty-eight (48) hours before the closing time of this Invitation to Negotiate to verify that they have downloaded any and all addenda that may have been issued for this bid/proposal or negotiation.

1. Opening Note to Vendors

Vendor's response to this Invitation to Negotiate shall be delivered to the Purchasing and Property Services, University of South Florida, 4202 East Fowler Avenue AOC 200, Tampa, Florida 33620-9000, no later than 3:00 P.M. on ~~May 23, 2012~~ according to the official clock located in the University's Purchasing Department. No other time-keeping source will be considered for this purpose. The University shall not extend or waive this time requirement for any reason whatsoever. Responses to the Invitation to Negotiate that arrive after 3:00 P.M. on ~~May 23, 2012~~ will be rejected in the University's sole discretion. These proposals will be returned unopened to the Vendor. Proposals and/or amendments will not be accepted at any time via facsimile or electronic mail. At 3:00 P.M. on ~~May 25, 2012~~, all timely ITN Proposals received will be opened and recorded.

If the Vendor elects to mail/ship its ITN Proposal package, the Vendor must allow sufficient time to ensure the University's proper receipt of the proposal package by the time specified above. Regardless of the form of delivery, it is solely the responsibility of the Vendor to ensure that the ITN Proposal package arrives at the University's Purchasing Department no later than 3:00 P.M. on ~~May 23, 2012~~.

ITN Proposals will be accepted up to, and no proposals may be withdrawn after, the deadline for proposals submission time and date shown above.

ITN Proposals must be delivered in sealed envelopes/packages clearly marked: ITN Proposal No. 12-007-PPB.

All proposals submitted must include on our standard Invitation to Negotiate Form signed.

2. Event Schedule (dates are subject to change)

ITN Issued	May 10, 2012
Questions Due By Noon	May 17, 2012
Addendum Issued Based on Questions	May 21, 2012
Proposal Due	May 25, 2012
Proposal Evaluations	May 29 - June 5, 2012
Vendor Meetings (if requested, hold dates)	June 7-8, 2012
Refreshed Proposal Due By Noon (if requested)	June 13, 2012
Post Intent to Award	June 14, 2012

3. Inquiries

The University will not give verbal answers to inquiries regarding negotiation considerations or verbal instructions prior to or after the selection process of this Invitation to Negotiate. A verbal statement regarding same by any person shall be non-binding. The University is not liable for any cost incurred by the Vendor in connection with the preparation, production, or submission of their ITN Proposal including any increased costs resulting from the Vendor accepting verbal direction. All University changes to the ITN terms or specifications, if necessary, shall be made by the university by written addendum to the Invitation to Negotiate and distributed electronically by e-mail and posted on the Purchasing Web site only.

Note: Vendors are responsible to insure that the University has their point of contact as well as their name, title, company name, address, telephone, and e-mail address in order to receive any addenda via e-mail.

COMPOSITE EXHIBIT "1"

Asbestos Abatement and Related Services

Section II: Special Conditions - Continued

4. Definitions

- A. Owner: The University of South Florida hereinafter called the University.
- B. Respondent: Any individual, firm, partnership, corporation, association, or other legal entity registered to do business in the State of Florida who submits a formal response to this document.
- C. Consultant: For the purposes of this document, the University's Asbestos Consultants are:
1. Professional Services Industries, Inc. (PSI)
5801 Benjamin Center Drive
Suite 112
Tampa, FL 33634
Telephone No. (813) 886-1075
Facsimile No. (813) 249-0301
 2. GLE Associates, Inc.
4300 West Cypress Street
Suite 400
Tampa, FL 33607
Telephone No. (813) 241-8350
Facsimile No. (813) 241-8737
- D. For the purposes of this document, the terms bidder, proposer, contractor, proposing entity, vendor and/or bidding entity are considered interchangeable.

5. Questions About ITN - Points of Contact

ALL QUESTIONS MUST BE SUBMITTED IN WRITING VIA EMAIL BY NOON May 17, 2012.

Any questions concerning this Invitation to Negotiate should be directed to Kathy Simmons, Manager, Purchasing & Property Services, OPM 100, via e-mail at ~~Kathy.Palumbo.usf.usf~~

6. Response to Vendor Questions

Responses to all vendor questions received prior to noon on May 17, 2012 will be addressed via an Addendum by 5:00pm on May 21, 2012. Send email questions to Kathy Simmons kathys@admin.usf.edu.

7. Addenda

Purchasing & Property Services may issue written addenda prior to the proposal opening date, supplementing, modifying or interpreting any portion of this Invitation to Negotiate. No verbal or written information from any source other than the Purchasing & Property Services addenda is authorized as representing the University.

Vendor's failure to return any and all addenda may result in disqualification of that Vendor's Invitation to Negotiate.

PLEASE NOTE: It is solely the Vendor's responsibility to check the USF Purchasing Web site at usfweb.usf.edu/purchasing/purch2.htm, forty-eight (48) hours before the closing time of this proposal to verify that the proposer has received any addenda that may have been issued.

8. Meetings

Notice of public meetings regarding the Invitation to Negotiate will be posted on the bulletin board located outside the Purchasing & Property Services Department located at 4202 E Fowler Avenue AOC-200, Tampa, Fl 33620 and posted electronically on the USF Purchasing Bid website five business days prior to the meeting, <http://www.usfweb2.usf.edu/purchasing/purch2.htm>. For the purpose of this ITN, meeting notices will be "noticed" (posted) by e-mail to the ITN vendor list.

COMPOSITE EXHIBIT "1"

Asbestos Abatement and Related Services

Section II: Special Conditions - Continued

9. Parking

Annual, semester, monthly, weekly, or daily parking permits must be obtained from Parking and Transportation Services (813-974-3990 for further information) for any company vehicles and/or individual vehicles that will be parked on campus. This applies to all vehicles used for an extended period of time (over 3 days or on a recurring basis). Parking rules and regulations must be observed by all drivers. Website for parking services is: http://usfweb2.usf.edu/parking_services/

10. Award

Vendor's proposals will be evaluated based on the requirements set forth in this Invitation to Negotiate. The University reserves the right to reject any or all proposals.

Vendors may be required to answer questions and may be required to make a presentation to the evaluation committee regarding their qualifications, experience, service, and capability to furnish the required service(s).

Award(s) shall be made:

- A). By the University to the most responsive and responsible vendor whose final proposal is determined to be the most advantageous to the University taking into consideration price and other criteria as set forth in the Invitation to Negotiate; and,
- B). With up to the three (3) responsive and responsible respondents whose responses are determined, in writing, to meet ITN terms, conditions, specifications, and be the most advantageous to the University of South Florida taking into consideration price and the other criteria set forth in these documents using the following point system format. In the event that only two (2) responsive and responsible respondent proposals are received from bidding entities meeting all ITN terms, conditions, specifications, etc., the University may award the bid to the two (2) responsive bidding entities.

The University's intent is to award on an "All-or-None Total Offer" basis.

The University of South Florida reserves the exclusive right to reject any and all responses.

Separate contracts will be executed between the University and each awarded contractor, purchase orders will be generally be issued to these contractors for "Projects costing from \$1.00 up to \$50,000.00 may either be assigned (by Purchasing) on a rotation basis or the University may solicit a sealed bid pricing from the awarded bidders. For all projects over \$50,000.00, the awarded contractors will compete against each other for each project by submitting a sealed bid price."

11. Proposal Tabulation

Vendors desiring a copy of the proposal tabulation for the Invitation to Negotiate may request same by enclosing a self-addressed stamped envelope with their proposal. Proposal tabulation will be available after award and will be posted on the Purchasing website. The proposal tabulation is an accounting of initial proposal information received relative to requested information and may not include price information. Proposal results will not be given out over the telephone.

12. The Invitation to Negotiate Process

The ITN process is a flexible procurement process that is used when highly specialized and or variable services or products are required. Negotiations offer an opportunity for selected vendor(s) to discuss their responses with an evaluation committee. The goal of this comprehensive process is for identification of the optimal outcome or the solution that best meets the needs of the University. Only representatives of the participating Vendors who are authorized to negotiate and make agreements shall be involved in negotiations.

Asbestos Abatement and Related ServicesSection II: Special Conditions - Continued13. Evaluation Criteria

Evaluation will be based on criteria identified in the Section III - Specifications. Any information a vendor deems essential to the evaluation of the services offered, for which no provision is made in the ITN, should be clearly stated in the proposal. While the University reserves the right to request additional information or clarification from Vendors at any time in the process, vendors should not assume that they will be allowed to amplify or modify their initial written proposal. The initial response must be a clear and easy to understand explanation of the products, services, benefits and prices offered and should include information as to how all specifications will be met.

14. Negotiation with Vendors

To identify vendors for negotiations, submitted proposals will be evaluated, presentations may be requested, and references may be verified and reviewed. The University will compare the proposals according to the evaluation criteria described in SECTION III for the purpose of identifying vendors for negotiation. The evaluation criteria do not necessarily determine the best value for the university or the award to be made.

Vendors may be invited to continue in the negotiation process. Negotiations offer an opportunity for the selected Vendors to discuss their offers and proposals in further detail with the University. Selected vendors may be given the opportunity to refresh their initial offers. Refreshed proposals allow vendors to match or exceed the offers made by competitors, both as to services and cost. This allows the University to secure services which best meet its needs, at a highly competitive and favorable cost. At the conclusion of this negotiation process, the University may ask selected vendors to submit a written best and final offer, to memorialize all agreements reached during negotiations and to extend additional benefits to the University, if desired. Invitation to submit a best and final offer is not automatic. After this negotiation a final Vendor(s) may be selected.

15. Invitation to Negotiate (ITN) Form

All proposals shall be submitted using the University of South Florida Invitation to Negotiate form as a cover to be considered for an award of the proposal. The form shall be completed in ink or typewritten, signed by an authorized signatory of the Vendor and returned with the proposal in a sealed envelope. Vendor is responsible for marking the outside of the sealed envelope with the proposal number and the opening date.

The ITN form and all related pages are a legal document and cannot be altered by the Vendor in any way. Any alteration made by a Vendor may disqualify the proposal and the response may be considered invalid. Any necessary changes to an ITN document will be implemented by written addenda to the proposal issued by Purchasing & Property Services.

16. Right to Negotiate

Upon evaluation of the responses, the University has the right to enter into negotiations with one or multiple Vendors that appear to have submitted proposal(s) that best meet the needs and requirements of the University. Negotiations could include but are not limited to price and the terms and conditions of this ITN.

If for any reason a Vendor(s) and the University cannot arrive at a mutual agreement that would result in the issuance of a contract, the University reserves the right to terminate negotiations, to reject the proposal(s), and to continue negotiations with other responsive Vendors that may lead to the issuance and award of a contract.

17. Vendor's Responsibility

It is understood and the vendor hereby agrees that it shall be solely responsible for all services that it proposes, notwithstanding the detail presented in the ITN.

18. Vendor's Expense

All proposals submitted in response to the ITN must be submitted at the sole expense of the vendor, whether or not any agreement is signed as a result of this ITN. Proposers will pay all costs associated with the preparation of and delivery of proposals as well as any or all necessary visits to campus and other required site visits.

COMPOSITE EXHIBIT "1"

University of South Florida

Invitation to Negotiate No. 12-007-PPB

Asbestos Abatement and Related Services

Section II: Special Conditions - Continued

19. Number of Proposals Submitted

~~Vendors shall submit one (1) original proposal, plus five (5) copies.~~
Vendors must also submit one (1) electronic copy preferably on a flash drive. Proposals that do not include all of the requested copies may be disqualified at the sole discretion of the University of South Florida.

20. Proposal Rejection

The University shall have the right to reject any or all ITN proposals and in particular to reject an ITN proposal not accompanied by data required by the ITN or an ITN proposal in any way incomplete or irregular including the omission of pricing information. Conditional ITN proposals may be considered non-responsive.

21. Open Competition

The University encourages free and open competition among vendors. Whenever possible, specifications, invitations to negotiate, and conditions are designed to accomplish this objective, consistent with the necessity to satisfy the University's needs and the accomplishment of a sound economical operation. The Vendor's signature on their ITN proposal guarantees that the prices quoted have been established without collusion with other Vendors and without effort to preclude the University from obtaining the lowest possible competitive price.

22. Oral Presentation

After ITN proposals have been opened, vendors submitting ITN proposals may be requested, at the sole option of the University, to make oral presentations or provide written clarifications. Such presentations or clarifications will provide an opportunity for the Vendor to clarify the proposal. Oral presentations may be recorded. Recorded oral presentations and written clarifications will be affixed to the vendor's ITN proposal and become part of the same as if originally submitted.

23. Mistakes

Vendors must check their proposals for any errors. Failure to do so will be at the Vendor's risk.

In the event a mistake results in the written request of a vendor withdrawing any part of the proposal, the vendor must withdraw the entire proposal package and the University will not consider that proposal for award of ANY of the subject ITN. This applies to all requests for withdrawal. The only exception to this policy would be a case where the mistake was the result of misinformation unknowingly supplied by the University. In this event, a waiver of policy must be approved by Purchasing whose decision shall be final.

24. Right to Terminate

In the event any of the provisions of the contract are violated by the successful proposer, the University may serve written notice upon Vendor of its intention to terminate the contract. Such notice will state the reason(s) for the intention to terminate the contract. If the violation does not cease and satisfactory arrangements for correction are not made within ten (10) days after the notice is served upon the vendor, the contract shall cease and terminate. The liability of the Vendor and/or his surety for any and all such violation(s) shall not be affected by any such termination.

25. Cancellation

For the protection of both parties all contractual obligations shall prevail for at least 90 days after the effective date of the contract. After that period, for the protection of both parties, this contract may be cancelled, in whole or in part, by either party by giving thirty (30) days written notice to the other party.

COMPOSITE EXHIBIT "1"

Asbestos Abatement and Related Services

Section II: Special Conditions - Continued

26. Payment

A. Based upon Contractor's applications for Payment submitted to the appropriate USF Representative by the contractor, the University shall make progress payments to the Contractor as follows:

1. Services costing less than \$3,500.00 will be paid the full amount invoiced accompanied with supporting document (i.e., Waivers of Lien, etc.) upon completion and acceptance of services by the USF Representative. (NOTE: No retainage will be withheld and no Certificate of Contract Completion will be required with these type payments.)

2. Services costing more than \$3,500.00 but less than \$25,000.00 will be paid as follows:

a. Payment 1: 100% less 10% of approved payment
Payment 2: Final Billing - All monies retained*

or

b. Payment 1: 50% less 10% of approved payment
Payment 2: 50% less 10% of approved payment
Payment 3: Final Billing - All monies retained*

3. Services costing more than \$25,000.00 will be paid as follows:

a. Payment 1: 40% less 10% of approved payment
Payment 2: 40% less 10% of approved payment
Payment 3: 20% less 10% of approved payment
Payment 4: Final Billing - All monies retained*

or

b. Monthly, less 10% retainage of approved payment
Final billing upon completion and acceptance - All monies retained*

Special Notation: Awarded contractor shall state which of the above payment processes will be billed on the estimate given. Failure to do so will mean that the University will pay accordingly to the first selection of the above processes (i.e., No. 1; No. 2A; or No. 3A).

Such Application for Payment shall be notarized and supported by such data substantiating the Contractor's right to payment, as the University and/or Architect/Engineer may require, such as copies of requisitions from sub-contractors and material suppliers including "Waivers of Lien". (See Attachment A.)

B. Retainage shall be withheld from the payment request in an amount of ten (10%) percent of the approved payment. At no time will less than an accumulated retainage of ten (10%) percent of monies paid to the Contractor be held. The University will release the retainage (less damages, if any) via a promptly submitted payment request upon total completion and acceptance of the work by the University.

C. Every request for payment shall:

1. Be in the form of an "Invoice" on company letterhead;
2. Be accompanied by a properly executed "Contractor's Affidavit and Certificate of Completion". The Contractor will receive a blank certificate with the purchase order. Additional copies may be obtained by calling the Purchasing and Property Services at (813) 974-2042.
3. Cite the ITN number;
4. Be submitted to the University Representative/Architect/Engineer in detail sufficient for a proper pre-audit and post-audit thereof;
5. Each invoice must clearly identify the USF purchase order number, date of services were completed, what services were provided, and material and labor hour expenses for which compensation is sought; and,
6. Be accompanied with applicable "Waivers of Lien" from each material supplier and/or sub-contractor.

COMPOSITE EXHIBIT "1"

University of South Florida

Invitation to Negotiate No. 12-007-PPB

Asbestos Abatement and Related Services

Section II: Special Conditions - Continued

26. Payment - Continued

D. If this Invitation to Bid includes reimbursement for travel expenses, such reimbursement must comply with Section 112.061, Florida Statutes.

E. The State of Florida does not pay Federal Excise and Sales taxes on direct tangible personal property. See exemption number on the face of the purchase order. This exemption does not apply to purchases of tangible personal property made by contractors who use the tangible personal property in the performance of contracts for the improvement of state-owned real property as defined in Chapter 192, Florida Statutes.

F. Procedures for Construction Work Without Bonds as follows:

1. At any time prior to final completion of the contract, the University shall not authorize or make payment to the Contractor in excess of ninety (90%) percent of the amount due on the contract. In case of default by the Contractor, the laborers, material suppliers, and sub-contractors making claims for unpaid bills will be paid from the ten (10%) percent retainage on a pro-rata basis as follows:

The sum of all substantiated claims made shall be divided into each individual claim thereby deriving a percentage for each claim. The total retainage will then be multiplied by the percentage value and the result shall be the pro-rata share of the retainage to be paid to the claimants; however, the payment shall not be more than the claim.

2. The final payment of retainage shall not be made until:

- a. The work has been inspected by the University Representative/Architect/Engineer or other person designated by the University for that purpose,
- b. That person has issued a written certificate that the work has been constructed in accordance with the approved plans and specifications and approved change orders; and,
- c. The University approved final acceptance.

- 3.* Final payment shall not be made until the Contractor has furnished the University with signed and dated "Waivers of Lien" from all laborers, material suppliers, and sub-contractors as defined in Section 713.01, Florida Statutes and as identified pursuant to Paragraph E(5) hereinafter, that they have no claims against the Contractor for the work performed under this contract. Said statement shall clearly identify the University's Invitation to Negotiate No., project name and corresponding University purchase order number.

4. The Contractor shall provide evidence (in the form of certified copies) that he has placed on three (3) occasions the following form, in a local newspaper and has posted such notice in a conspicuous place on the project site.

"Notice is hereby made to all those concerned and affected that (Contractor's Name) is performing services for the University of South Florida - (Project Name), (Project Number) at (Location). All parties furnishing labor and/or materials to said project are to provide notice of such, in writing, by certified mail to the following address within twenty-one (21) calendar days of first providing such labor and/or materials."

University of South Florida
Purchasing & Property Services
4202 East Fowler Avenue
Tampa, FL 336120

5. The Contractor shall provide a certified list of all sub-contractors, laborers, and material suppliers to the University at the scheduled Pre-Construction Conference. This list shall be updated thereafter prior to any payment request with a certified statement that the list and its updates include the names and addresses of all of those sub-contractors, laborers, and material suppliers furnishing labor and/or materials for this project.

Asbestos Abatement and Related ServicesSection II: Special Conditions - Continued26. Payment - Continued

6. When a Contractor receives any payment, the Contractor shall pay such moneys received to each sub-contractor, laborer, and material suppliers.
7. The Contractor shall provide a written statement to the University that indicates how each payment requested will be distributed to the sub-contractors, laborers, and material suppliers. This pay request breakdown shall define the disbursement intended for all of the funds requested.
8. With all but the first pay request, the Contractor shall provide a written statement from each of the sub-contractors, laborers and material suppliers as indicated in Paragraph 7 above that they have in fact received payment as indicated in the preceding statements. In the event any payment is not made as indicated on a prior statement, as noted in Paragraph 7 above, the Contractor shall furnish an explanation as to the reasons for such deviation. The Contractor shall return such unpaid funds to the Owner by providing a credit properly identified on the next pay request.

H.** The University requires the Contractor to submit a Certificate of Contract Completion form with all requests for payment, whether partial or full, for performance of this contract. Such certification requires acknowledgment of the requirement to pay all subcontractors and suppliers, their prorated portions, within seven (7) working days after receipt of any partial payment in accordance with the provisions of Florida Statutes. Failure to pay the prorated portion due to all subcontractors and suppliers within the seven (7) working days will require the Contractor to pay a penalty in the amount of one-half (1/2) of one (1%) percent of the amount due, per day until payment is complete. Any Contractor found not in compliance with this payment provision may be ordered by the court to make restitution for attorney's fees and all related costs to the aggrieved subcontractor or supplier. The Department of Legal Affairs may provide legal assistance to subcontractors or suppliers in proceedings brought against any Contractor under the provisions of the Florida Statutes.

Contractor's request for full or final payment, including any retainages, shall be accompanied with a Release of Lien from all subcontractors and suppliers who performed work or provided services under this contract.

Special Notice: When the Contractor receives payment from the Owner for labor, services, or materials furnished by subcontractors and suppliers hired by the Contractor for the project, the Contractor shall remit payment due to those subcontractors and suppliers, less the value of any item contested in accordance with the Contract, within ten (10) days after the Contractor's receipt of payment from the Owner. When the payment due the subcontractor is for final payment, including retainage, the subcontractor must include with the invoice for final payment a conditional release of lien and all appropriate warranties and closeout documentation. When the subcontractor receives payment from the Contractor for labor, services, or materials furnished by subcontractors and suppliers hired by the subcontractor, the subcontractor shall remit payment due to those subcontractors and suppliers, less the value of any item contested in accordance with the Contract, within ten (10) days after the subcontractor's receipt of payment.

G. **Timely Payment Problems:** 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.

COMPOSITE EXHIBIT "1"

Asbestos Abatement and Related Services

Section II: Special Conditions - Continued

27. Notice to Vendors

The University shall not accept nor be responsible for payment of invoices for commodities, goods, contractual services, licenses or leases of space without an official University purchase order number printed on the vendor's invoice. Vendors should not accept any order from the University without an official University purchase order or the use of an official University Procurement Card.

28. Disposition of ITN Responses

All ITN solicitation responses become the property of the University of South Florida (hereinafter known as USF), and USF shall have the right to use all ideas, and/or adaptations of those ideas, contained in any solicitation response received in response to this competitive solicitation. Any parts of the solicitation response, and any other materials(s) submitted to USF with the solicitation will become a public document pursuant to Section 119.07, F.S., This includes material that the responding proposer might consider to be confidential or a trade secret. USF's selection or rejection of a solicitation response will not affect this exemption.

29. Force Majeure

Except with regard to a party's obligation to make payment(s) due under Paragraph 4, 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 was caused by Force Majeure. For the purposes of this paragraph, "Force Majeure" means any causes beyond either party's reasonable control and shall include, but not be 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 Force Majeure, 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. The party whose performance is prevented by Force Majeure must provide notice to the University. Initial notice may be given via e-mail, written notice with reasonably full particulars of the event or occurrence is required as soon as reasonably possible.

30. W-9 (W-8BEN for Foreign Vendors) Form

Vendors are required to complete and return the W-9 Form attached herein with their proposal response (the W-8BEN form can be downloaded from the IRS site, <http://www.irs.gov/pub/irs-pdf/fw8ben.pdf>.)

NOTE: The W-9 or W8BEN statement must be completed and signed before a contract can be approved.

31. Unauthorized Aliens

The employment of unauthorized aliens by any contractor is considered a violation of Section 274A(e) of the Immigration and Nationality Act. If the contractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of the contract.

32. Access to Records

The University of South Florida, the Federal Sponsoring Agency, the Comptroller General of the United States or any of their duly authorized representatives, shall have access to any books, documents, papers and records of the successful vendor(s) which are pertinent to the purchases resulting from this ITN for the purpose of making audits, examinations, excerpts and transcriptions.

33. Internet Home Page

Any contract resulting from this ITN 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 & Property Services Home Page.

COMPOSITE EXHIBIT "1"

Asbestos Abatement and Related Services

Section II: Special Conditions - Continued

34. Campus Office Directories, Parking, Maps/Directions, Site Map

A campus office directory, visitor parking information, maps/directions, and a USF site map can be accessed from the following websites:

Campus Office Directory:	http://www.usf.edu/pdfs/campus-directory.pdf
Contact Us Page:	http://www.usf.edu/about-usf/contact-us.asp
Visitor's Page - Parking:	http://usfweb2.usf.edu/parking_services/visitors.asp
Maps & Directions Tampa Campus:	http://www.usf.edu/campuses/maps-directions/tampa.asp
USF Site Map Page:	http://www.usf.edu/About-USF/azindex/index.asp

NOTE: Only department sections are listed.

35. Public Records

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

36. Owner's Rights Reserved

In accordance with University procedures, 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.

37. FEID Number

Bidding entities must supply their Federal Employee Identification Number or Social Security number.

38. 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.

39. 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.

40. 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.

41. Insurance

A. The Vendor shall not commence any work in connection with this contract until obtaining, at a minimum, all of the following types of insurance and having such insurance approved by the University. The Vendor shall not allow any subcontractor to commence work on its subcontract until all similar insurance required of the subcontractor has been so obtained. All insurance policies shall be with insurers qualified to do business in Florida. The Vendor shall furnish the University proof of insurance coverage by certificates of insurance no later than ten (10) days after Contract award. All required insurance policies shall name the University of South Florida Board of Trustees, State Board of Governors and the State of Florida as additional named insured.

COMPOSITE EXHIBIT "1"

Asbestos Abatement and Related Services

Section II: Special Conditions - Continued

41. Insurance - Continued

- B. The Vendor must secure and maintain, during the life of this agreement, Worker's Compensation Insurance for all his employees connected with the work of this project and, in case any work is sublet, the Vendor shall require the insurance for all of the subcontractor's employees unless such employees are covered by the protection afforded by the Vendor's insurance. Such insurance shall comply fully with the Florida Worker's Compensation Law. In case any class of employees engaged in work under his contract at the site of the project is not protected under Worker's Compensation statute, the Vendor shall provide, and cause each subcontractor to provide, adequate insurance satisfactory to the University, for protection of the employees not otherwise protected.
- C. Certificates of Insurance on all such insurance coverage carried by the Contractor/Vendor shall be furnished to the University. Minimum limits for insurance to be provided by the Contractor/Vendor shall be as follows:
1. The Asbestos Abatement Contractor shall purchase and maintain at the his/her expense automobile liability insurance for the life of this contract from an insurer duly authorized to transact insurance in the State of Florida as defined by Florida Statute 624.09(1). Such automobile liability insurance shall incorporate the following minimum provisions with the Contractor's automobile liability policy.
 - a. Limits of liability shall not be less than \$500,000.00 combined single limit for bodily and property damage arising from any one (1) accident. Split limits may be substituted for the combined single limits provided that such split limits applicable to any one (1) accident are not less than \$500,000 bodily injury per person, and \$1,000,000.00 all bodily injury any one (1) accident and \$250,000.00 property damage.
 - b. Scope of coverage of such insurance shall be equivalent to the Insurance Services Office, Inc., Business Auto Coverage Form Number CA0001 including the provisions required in Special Condition No. 17, "Insurance", Section A(3).
 - c. Covered automobiles as defined within such insurance include any automobiles owned or operated by the Asbestos Contractor including automobiles which are leased, hired, rented, or borrowed by the Asbestos Contractor including automobiles by the Asbestos Contractor's employees which are used in connection with the Asbestos Contractor's business.
- D. The Asbestos Abatement Contractor shall secure and maintain during the life of this contract, Statutory Workers' Compensation Insurance and for all of his employees connected with the work of this project as required by Chapter 440, F.S. If any work is being sublet, the Contractor shall require the subcontractor to provide Workers' Compensation Insurance for all subcontractor employees unless such employees are covered by the protection afforded by the Contractor. Such insurance shall comply fully with the Florida Workers' Compensation Law. In case any class of employees engaged in hazardous work under this contract at the site of the project is not protected under the Workers' Compensation Statute, the Contractor shall provide, and cause each subcontractor to provide, adequate insurance satisfactory to the purchaser, for protection of his employees not otherwise protected.

Employer's liability insurance shall be secured and maintained at the Asbestos Contractor's expense during the life of this contract with limits of insurance not less than the following:

- | | |
|------------------------------|----------------------------|
| 1. Bodily Injury by Accident | \$100,000.00 Each Accident |
| 2. Bodily Injury by Disease | \$100,000.00 Each Employee |
| 3. Bodily Injury By Disease | \$500,000.00 Policy Limit |

Coverage for asbestos shall not be excluded from this insurance under Statutory Worker's Compensation Insurance and Employers Liability Insurance.

COMPOSITE EXHIBIT "1"

University of South Florida

Invitation to Negotiate No. 12-007-PPB

Asbestos Abatement and Related Services

Section II: Special Conditions - Continued

41. Insurance - Continued

E. Certificates of Insurance Provided by the Asbestos Contractor

Certificates of Insurance acceptable to the Owner shall be filed with Owner prior to commencement of the work and shall evidence the insurance required herein. The certificate of Insurance must be provided and the Asbestos Contractor must begin work in accordance with the requirements of the Invitation to Bid and Agreement for Contractual Services. These certificates of insurance shall contain a provision that all coverage afforded by the policies identified by such certificates will not be canceled until at least thirty (30) calendar days prior notice has been given in writing to the Owner. The awarded contractor shall furnish one (1) copy of each certificate of insurance for each copy of the contract. Each certificate of insurance shall be dated and will show the name of the insured awarded contractor, the Owner as a named insured, the specific project by name, the USF Invitation to Negotiate No. 12-007-PPB, the name of the insurer, the policy number and the effective date and termination date.

F. The awarded contractor shall provide Commercial General Liability Insurance

1. The awarded contractor shall secure, purchase and maintain during the life of this contract Commercial General Liability Insurance coverage in which the University shall be a named insured. Such insurance shall provide coverage for claims arising from bodily injury and/or property damage and/or personal injury resulting from the operations on the University property under this contract at the various project sites subject to the insuring agreements, conditions, limitations, exclusions and other provisions of such insurance as purchased by awarded contractor. Such insurance coverage shall be provided in a form commonly referred to as Occurrence Coverage. Such insurance shall be provided with limits of liability as stated herein.

2. Limits of Liability

Each Occurrence Limit	\$1,000,000.00
Personal Injury and Advertising Injury Limit	\$1,000,000.00
Fire Damage Limit (any one [1] fire)	\$ 50,000.00
Medical Expense Limit (any one [1] person)	\$ 5,000.00
Products and Completed Operations Aggregate Limit	\$1,000,000.00
General Aggregate Limit (other than Products/Completed Operations)	\$1,000,000.00

3. The awarded contractor agrees to, but is not limited to, the following:

- a. To provide the Commercial General Liability Insurance coverage acceptable to the Owner, and by providing the Owner with such insurance the awarded contractor agrees to hold the Owner harmless from any disputes which may arise between the awarded contractor and insurance company underwriting such Commercial General Liability Insurance.
- b. To report incidents and/or accidents in accordance with instructions prescribed on General Liability Loss Notice forms with copies going to the University's Representative.
- c. To complete No Incident/No Accident Certification Records in accordance with instructions prescribed by the Owner and furnished to the Asbestos Contractor.

G. Provided Owner with Certificate of Insurance

The Asbestos Abatement Contractor shall provide the Owner with a separate Certificate of Insurance, for each asbestos abatement job, or project performed under this contract, evidencing Commercial General Liability Insurance coverage provided by the Owner in accordance with Special Condition No. 31, "Insurance", Section F, Sub-Sections 1 through 3. Each Certificate of Insurance shall be dated and shall show the Owner as a named insured, the specific project by name, the USF Invitation to Negotiate No. 12-007-PPB, the name of the insurer, the policy number and the effective date and termination date.

H. The University is exempt from paying, and is in no way liable for, any sums of money which may represent a deductible in any vendor's insurance policy. The payment of such deductible is solely the responsibility of the Vendor obtaining the insurance.

COMPOSITE EXHIBIT "1"

Asbestos Abatement and Related Services

Section II: Special Conditions - Continued

42. Equal Opportunity Statement

The University of South Florida 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 because of race, creed, color, sex, age, national origin, religion or disability. To be considered for inclusion as a vendor under this agreement, the bidder 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 bidder expects to receive \$25,000 in revenues during the first twelve (12) months of this agreement, a complete "Certificate of Non-Segregated Facilities" shall be attached to the bid response. Sample certificate attached.
- C. If the bidder expects to receive \$60,000 in revenues during the first twelve (12) months of this agreement and employs more than fifty (50) people, standard form 100 (EEO-1) must be filed prior to March 1 of each year.
- D. If the bidder expects to receive \$60,000 in revenues during the first twelve (12) months and employs more than fifty (50) people, a written program for affirmative action compliance must be maintained by the bidder, subject to review upon request by the user agencies of this agreement.

43. 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 bids/proposals on a contract to provide any goods or services to a public entity for the construction or repair of a public building or public work, may not submit bids/proposals on leases of real property to public entities, may not be awarded or perform work as a contractor, supplier, sub-contractor, or consultant under a contract with any public entity, and may not transact any business with any public entity in excess of the threshold amount of Section 4-4.02030(1), University of South Florida for a period of thirty-six (36) months from the date of being placed on the "Convicted Vendor List".

44. Federal Debarment

By signing this ITN, the offeror certifies, to the best of its knowledge or belief, that the offeror and its principals are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency; or have not within a three-year period preceding this offer, been convicted of or have a civil judgment rendered against them in connection with a public contract or subcontract; or are not criminally or civilly charged by a governmental entity with commission of offenses; or has not within a three-year period preceding this offer had a contract terminated for default by any Federal agency. (Federal Acquisition Regulation 52.209-5).

45. Discrimination

An entity or affiliate who has been placed on the discriminatory vendor list may not submit a ITN on a contract to provide goods or services to a public entity, may not submit a ITN on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases or real property to a public entity, may not award or perform work as a contractor, supplier, subcontractor or consultant under contract with any public entity, and may not transact business with any public entity.

46. Agreement for Contractual Services

This ITN package complies, in full, with USF Regulation USF4.02060 (1)-(9), "Contracts" and shall serve as a viable part of the Agreement for Contractual Services which shall be executed with the successful bidder. Copy of Agreement for Contractual Services is enclosed herein.

NOTICE TO CONTRACTORS: USF shall consider the employment, by any contractor, of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. Such violation shall be cause for unilateral cancellation of this contract.

COMPOSITE EXHIBIT "1"

Asbestos Abatement and Related Services

Section II: Special Conditions - Continued

47. 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.

48. Governing Law/Court Venue

This document is governed by the law of the State of Florida and USF Regulation USF4.02060. 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. Vendor submits to the personal jurisdiction of the State of Florida. Venue for any and all legal action regarding or arising out of the transaction covered herein shall be solely in the appropriate court in and for Hillsborough County, State of Florida. The laws of the State of Florida shall govern this transaction.

49. 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.

50. Americans with Disabilities Act

The vendor awarded this bid/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 Invitation to Bid/Request for Proposal, please notify Purchasing Department at (813) 974-2481 at least 5 working days prior to the scheduled event.

51. 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.

52. 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 or joint ventures, or any similar relationships 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.

53. Technology Provided

The University's expectation is that vendors shall provide the most current available technology in the execution of the terms and conditions and in providing all services related to the contract.

54. Purchases By Others

With the consent and agreement of the successful Vendor(s), purchases may be made under this ITN by University of South Florida Direct Support Organization, affiliated entities, by other State universities, community colleges, district school boards, other educational institutions, and by other governmental agencies within the State of Florida. Such purchases shall be governed by the same terms and conditions stated in the proposal solicitation.

COMPOSITE EXHIBIT "1"

Asbestos Abatement and Related Services

Section II: Special Conditions - Continued

55. Minority Business Enterprise (MBE)

The University of South Florida actively encourages the continued development and economic growth of small, minority, service disabled veterans and women-owned businesses. Central to this initiative is the participation of a diverse group of vendors doing business with the University. To this end, it is vital that small, minority, service disabled veterans and women-owned business enterprises participate in the State's procurement process as both prime contractors and subcontractors. Small, minority, service disabled veterans and women-owned business enterprises are strongly encouraged to submit replies to solicitations, or to contact larger suppliers about subcontracting opportunities.

The vendor shall submit documentation describing the efforts being made to encourage the participation of small, minority, service disabled veterans and women-owned business enterprises within their organization. Vendors shall also provide a list of MBE suppliers and subcontractors with the bid proposal.

Vendors who contract with the University are required to provide information related to the use of certified/non certified small, minority, service disabled veterans and women-owned business. Prime Contractor Quarterly Reports should identify any participation by diverse contractors: subcontractors, vendors, resellers, distributors, or such other participation as the parties may agree.

Prime Contractor Quarterly Report documentation shall include the reporting of spending with state of Florida certified/non certified small, minority, service disabled veterans and women-owned business enterprises. Such reports must be submitted quarterly to the USF Supplier Diversity Manager nmath:sl@usf.edu by e-mail to be utilized for the University's Annual subcontractor reporting to the State of Florida, Department of Management Services, Office of Supplier Diversity. Subcontractor Reports should be provided by the Prime Contractor on a quarterly basis by the 7th of the month in January, April, July & October by email.

The Quarterly Reporting Requirements for Prime Contractors Form to submit the use of subcontractor's quarterly spend data is located here: <http://usfweb2.usf.edu/purchasing/forms.html>.

The form also includes the minority business enterprise codes that are applicable to this reporting requirement. Minority Business Enterprises reported:

Certified MBE's

CMBE, MV-H, African-American
CMBE, MV-I, Hispanic American
CMBE, MV-J, Asian-Hawaiian
CMBE, MV-K, Native American
CMBE, MV-M, American Woman
CMBE, MV-W1, Service Disable Veteran (certified)

Non-Certified MBEs

NON-CMBE, MV-N, African-American
NON-CMBE, MV-O, Hispanic American
NON-CMBE, MV-P, Asian-Hawaiian
NON-CMBE, MV-Q, Native American
NON-CMBE, MV-R, American Woman

Is your firm a "Minority Business Enterprise" defined as a business concern engaged in commercial transactions which is domiciled in Florida, is at least fifty-one (51%) percent owned by minority person 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

56. Conditions and Provisions

USF reserves the right to reject any and all proposals and to waive minor variances from the requirements set forth in this ITN. USF at its sole discretion will select the proposal it deems is in the best interests of USF.

COMPOSITE EXHIBIT "1"

Asbestos Abatement and Related Services

Section II: Special Conditions - Continued

57. Conflict of Interest

The award hereunder is subject to the provisions of Chapter 112, of the Florida Statutes. All vendors must disclose with their ITN the name of any officer, director, or agent 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 the vendor's firm or any of its branches.

By submitting a response to this ITN without such information, the vendor 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 the Contract.

58. Notice of ITN Protest Bonding Requirement

Any person who files an action protesting a decision or intended decision pertaining to contracts administered by the University pursuant to Section 120 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 ten (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 adjudged against him in the administrative hearing in which the action is brought and in 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 ten (10) percent of the requesting agency'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, in either case, accept a cashier's check or money order in the amount of the bond. Failure to file the proper bond at the time of filing the formal protest will result in a denial of the protest.

59. Emergency/Supplement Services

Should any awarded contractor be unable to provide all the services and/or commodities required upon notification, the University reserves the right to obtain/purchase any service and/or commodity on a local basis from another source if the service and/or commodity is considered to be of an urgent and/or emergency need or if the awarded contractor cannot provide service or delivery or supply said service and/or commodity within a reasonable time to meet the situation time constraints.

Note: This provision shall not be used to circumvent the intent of the bid contract.

60. Telephone Service

The awarded bidder shall provide a toll free telephone number for the University's use.

61. Location

For proposal purposes, work shall be performed on the following University of South Florida campuses on an "As Needed, When Needed" basis:

- A. Tampa Campus;
- B. Any other USF entity geographically separated from the main Tampa Campus.

62. Drawings and Specifications

Special Note: There may be situation when the following will be applicable.

- A. Drawings and specifications may show and describe the features of the area but do not purport to be absolute in every way. The Contractor is to verify the location of all features as may affect the work. Their general intent is to delineate the scope of work, layout and quality of workmanship. They are not intended to show in minute detail each and every accessory intended for the purpose of execution of the work, but it is understood that such details are part of this work.

COMPOSITE EXHIBIT "1"

Asbestos Abatement and Related Services

Section II: Special Conditions - Continued

62. Drawings and Specifications - Continued

- B. Where drawings, specifications and existing conditions conflict or if "errors or omissions" are present, it is solely the Contractor's responsibility to bring such conflict to the attention of the University's Project Manager(s) for clarification. Failure to do so shall be at the contractor's risk. No work shall proceed until so authorized, in writing, by the University Project Manager(s).
- C. In case of discrepancy concerning:
1. Technical specifications shall take precedence over the graphic drawings unless drawings are more stringent. Explanatory notes on the drawings shall take precedence over conflicting drawing identifications.
 2. Quality and/or quantity within the documents, the Contractor shall include the better quality and/or greater quantity unless otherwise determined, in writing, by the University Project Manager(s).
- D. The drawings shall not be scaled for dimensions. If figured dimensions are not given on the drawings, the Contractor shall request same, in writing, from the University Project Manager(s).
- E. The Contractor shall keep a record of the locations of all concealed work. Upon completion of the job, the Contractor shall supply the University Project Manager(s) as-built drawings showing, in color pencil on black-line prints, any deviations from the original drawings, where applicable. Deviations in size and depth should also be noted. Drawing(s) shall further indicate locations and dimensions of all concealed work.
- F. Unknown or Concealed Conditions
1. If conditions are encountered, excluding existing utilities, at the site which are (1) subsurface or otherwise concealed physical conditions which differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature, which differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, then the awarded contractor(s) shall give the University notice thereof, in writing, promptly before conditions are disturbed and in no event later than forty-eight (48) hours after the first observance of the conditions.
 2. The University's Representative and/or designee shall promptly investigate such conditions, and, if they differ materially and cause an increase or decrease in the awarded contractor's cost of, or time required for, performance of any part of the work, the University's Representative shall recommend an equitable adjustment in the contract price and contract time, or both. If the University's Representative determines that the conditions at the site are not materially different from those indicated in the contract documents or are not materially different from those ordinarily found and that no change in the terms of the agreement are justified, the University's Representative shall notify the awarded contractor of the determination in writing no later than forty-eight (48) hours after the determination has been made. The work shall be performed after direction is provided by the University's Representative. Further, the University's Representative decision shall be final and binding.
- G. Clarifications
- If the Special Conditions stated herein differ with the project manual and/or drawings, then the Special Conditions of this Invitation to Bid shall supersede and shall take precedence with regard to those specific issues in questions.

COMPOSITE EXHIBIT "1"

Asbestos Abatement and Related Services

Section II: Special Conditions - Continued

62. Drawings and Specifications - Continued

- H. Shop drawings are required at the pre-construction meeting and must be pre-approved by the University Representative/Architect/Engineer prior to any construction. Submit two (2) copies more than needed for construction.
- I. The awarded contractor will received up to four (4) sets of the contract documents at no charge. Partial sets of documents will not be issued, nor will documents be issued to other than the awarded contractor. Unauthorized reproduction of documents will be considered a violation of "copyright."

63. Completion Time

Each individual project will be assigned a completion time frame by the USF Project Manager(s) in which each awarded contractor shall be expected to adhere to. The work, to be performed under this contract, shall be complete within the time frame stipulated by the USF Project Manager(s).

64. Liquidated Damages

The parties recognize and agree that the actual damages to the University which will occur as a result of any delay in the completion of this contract by Contractor are not readily ascertainable at the time of the formation of this contract. Therefore, in the event of any such delay, regardless of cause, Contractor shall pay liquidated damages to the University as listed below \$400.00 per calendar day for each day that any part of the work remains uncompleted after expiration of the time allowed for completion of the work or as expressly increased by a change order.

[A] for projects costing \$15,000.00 or less the sum of \$200.00; and,

[B] for projects costing \$15,000.00 to \$99,000.00 the sum of \$400.00.

Overhead expenses constitute only a part of the total damages that will be sustained by University in the event of a delay. Therefore, in addition to the liquidated damages for the unascertainable damages, Contractor shall be liable for and shall pay to the University any and all overhead expenses incurred by the University as a result of Contractor's delay in completing the contract work. The University may deduct from any retainage balance or other monies due the Contractor, the amount of liquidated damages as calculated and any overhead expenses incurred by the University as a result of Contractor's delay in completing the contract work.

If all or any part of any provision of this contract (or bid) is rendered unenforceable by a court of competent jurisdiction, the remainder of the provision and all other provisions shall remain in full force and effect.

64. Indemnification

The successful vendor(s) agrees to indemnify and hold free and harmless, assume liability for and defend, the State of Florida, the University of South Florida Board of Trustees, State Board of Governors, the University of South Florida and their officers, employees and agents, and the University's Architect/Engineer Consultant from and against any and all actions, claims, liabilities, assertions of liability losses, costs and expenses, including but not limited to attorney's fees, reasonable investigative and discovery cost, court costs, claim or claims for bodily injury or death of persons and for loss of or damage to property, in law or in equity, of every kind and nature whatsoever, 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 conferees, officers, employees, agents and sub-contractors in connection with this bid project.

COMPOSITE EXHIBIT "1"

University of South Florida

Invitation to Negotiate No. 12-007-PPB

Asbestos Abatement and Related Services

Section II: Special Conditions - Continued

65. The Copeland "Anti-Kick Back" Act

The awarded bidder(s), where applicable, shall comply with the Copeland "Anti-Kick Back" Act (18 U.S.C. 874) as supplemented in the Department of Labor regulations (29 CFR. Part 5). Also refer to website: <http://davisbacon.fedworld.gov> for additional information.

66. The Davis-Bacon Act (Construction Only)

The awarded bidder(s), where applicable, shall comply with the Davis-Bacon Act (40 U.S.C. 276a-a7) and as supplemented by the Department of Labor regulations (29 CFR. Part 5). Also refer to website: <http://davisbacon.fedworld.gov> for additional information.

67. Contract Work Hours and Safety Standards Act

The awarded bidder(s), where applicable, shall comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Acts (40 U.S.C. 327-330) as supplemented by the Department of Labor regulations (20 CFR. Part 5).

68. Clean Air Act and Federal Water Act

The awarded bidder(s), where applicable, shall guarantee that all products purchased as a result of this bid/proposal comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act of 1970 (42 U.S.C 1857 et. seq.) and the Federal Water Pollution Act (33 U.S.C. 1251 et. seq.).

69. Occupational Safety Hazards Act Requirements

Bidder certifies:

- A. That all material, equipment, etc., contained in this bid meets or exceeds all Occupational Safety Hazards Act (OSHA) requirements;
- B. That, if he/she is the successful awarded contractor, and the material, equipment, etc., delivered is subsequently found to be in non-compliance with the aforementioned requirements shall be borne by the contractor.

Failure of the contractor to bring any and all material, equipment, etc., contained in a particular bid, in conformity with all OSHA requirements, shall constitute default under this agreement.

70. Patents Copyrights, Trademarks, Royalties and Other Intellectual Property Intellectual Property

To the extent that intellectual property of Vendor will be sold or licensed as a part of the products or services offered, the Vendor, without exception, shall indemnify and save harmless the purchaser and its employees from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented, trademarked or unpatented invention, process, or article manufactured or supplied by the vendor.

71. Compliance with Laws

Vendor shall comply with applicable Federal, State, and local laws and regulations and University Regulations and Policies with respect to its participation in the ITN process. If Vendor receives an award as a result of the ITN, Vendor shall continue to comply with the foregoing laws, regulations, and policies.

~~The Vendor shall also comply with the following conditions: The Vendor shall warrant that the work to be performed by the Vendor shall be performed in accordance with the University's policies and procedures. The Vendor shall warrant that the work to be performed by the Vendor shall be performed in accordance with the University's policies and procedures. The Vendor shall warrant that the work to be performed by the Vendor shall be performed in accordance with the University's policies and procedures.~~

72. Terms of Agreement and Renewals

The term of this Agreement will begin on July 15, 2012 and end on July 14, 2015. The University will have the option to renew the Agreement for two (2) additional one (1) year periods if it is judged to be in the best interests of the University to do so. Renewal is not automatic. There is no guarantee of any minimum or maximum amounts of work or any work at all.

COMPOSITE EXHIBIT "1"

University of South Florida

Invitation to Negotiate No. 12-007-PPB

Asbestos Abatement and Related Services

Section II: Special Conditions - Continued

73. Availability of Funds

The University's performance and obligation to pay under this contract is contingent upon an annual appropriation by the Legislature

SECTION III: ITN Technical Specifications

A. Purpose

The purpose of this ITN is to provide additional capacity to the University's Maintenance and Facilities Enhancement Minor Projects allowing the University to enter into a three (3) year contract with up to three (3) qualified state licensed and certified asbestos abatement contractor(s) or a certified general contractor to provide non-exclusive "time and material(s)" asbestos abatement services [DMS 973-095] as specified herein for "Asbestos Abatement and Related Services" on the Tampa campus. There will be the possibility of two (2) one (1) year renewals. Renewals are not automatic.

No guarantee of minimum or maximum amounts of work will be made by the University under this contract.

Separate contracts will be executed between the University and each awarded asbestos abatement contractor. The University reserves the right for projects costing \$50,000.00 or less to either rotate [subject to availability of the asbestos abatement contractor, responsiveness and timeliness of the asbestos abatement contractor to previous project proposal requests, performance of the contractor on existing purchase orders, costs, schedule, and/or other construction] the project or to solicit competitive pricing. For those projects not rotated, the awarded contractors will compete against each other for each project by submitting a sealed bid price to the Physical Plant Purchasing Office at the designed date and time. For those projects costing \$50,000.00 or more, the awarded asbestos abatement contractors will compete against each other for each project by submitting a sealed bid price.

Special Note: Three (3) consecutive "No Bids" or "No Quotes" or refusal to bid or refusal to respond to a request for quote by the awarded contractor will result in the University canceling the contractor's contract for non-performance.

The exact cost of each project will be reviewed for proper selection of task prior to start of work, on a project-by-project basis, based on the pricing set-forth herein. Under no circumstances shall the contract amount exceed \$3,000,000.00 (\$1,000,000.00 per contractor) without the express written approval of the State of Florida, Board of Trustees. The awarded asbestos abatement contractors shall be required to maintain a Certificate of Insurance with coverage as set-forth herein for the entire contract period.

In the event that only two (2) responsive bids are received from bidding entities meeting all bid terms and conditions, the University will award the bid to the two (2) responsive bidding entities. Thereafter, the awarded plumbing contractors will compete against each other for each plumbing project by submitting a sealed bid price.

The quantities listed herein are estimated for award purposes only. All unit prices and multipliers shall remain fixed for the full contract period.

COMPOSITE EXHIBIT "1"

Asbestos Abatement and Related Services

SECTION III: ITN Technical Specifications - Continued

B. Scope of Work

The following fully describes the contract deliverables in accordance with University procedures:

1. Contractor/Bidding Entity shall:
 - a. Provide all labor, materials, equipment (company-owned and/or rental) and supervision required to perform the asbestos abatement services on an "As Needed, When Needed" basis.
 - b. For each project provide the University's Project Manager(s) a written cost quote and completion time frame days which shall be adhered to unless specific approval to exceed the maximum amount and time frame quoted is given, in writing, by the University's Project Manager. Said cost quote shall: 1) be received within 3-5 business; 2) be itemized; and, 3) be inclusive of, but not limited to, all labor, equipment, materials, rentals and applicable supervision required to perform a turn-key job.
 - c. Staff each project with an adequate number of qualified personnel.
 - d. Have sufficient available equipment, materials and supplies for each project.
 - e. Provide applicable supervision at all times for each project.
 - f. Have established written standard operating procedures for training, surveillance, entry/exit, respiratory protection, safety and emergencies.
 - g. Have a permanent place of business within one hundred (100) miles of the University of South Florida Tampa Campus for contact by Owner during regular work hours (8:00 A.M. to 5:00 P.M.).
 - h. Have an emergency system in place to receive requests by the Owner as needed for after regular work hours and on weekends.
 - i. Provide the Owner with the names and telephone numbers (personal and business) of at least five (5) supervisors in case an emergency arises. Should supervisors work on a rotation basis, then a full list of names and telephone numbers are required along with a written schedule of rotation.
 - j. Be required to purchase copies of the technical specifications per project at bidder's expense from either of the University's consultants as listed in Special Condition No. 5, page 6 and 7 or from the University's other consultants that may be assigned in the future.
 - k. Be responsible for the lawful removal and disposal of all debris relating to each project off USF property at no additional cost to the University, unless specified otherwise herein.
 - l. Perform all work in a neat and workmanlike manner.
 - m. Take all precautions during the various abatement processes to prevent levels of micro-organisms from becoming airborne and disseminated. Office equipment (i.e., desks, chairs, carpet, computers, etc.) shall be covered as necessary. All work areas shall be cleaned and contractor's equipment removed before occupants return to work.
 - n. Make arrangements for and be liable for replacement and/or repair of any damages incurred as indicated by the University's Project Manager.

COMPOSITE EXHIBIT "1"

Asbestos Abatement and Related Services

SECTION III: ITN Technical Specifications - Continued

2. The contract/bidding entity shall provide proof with your bid response (include names, address, telephone numbers) of having a minimum of thirty (30) full time qualified workers on his/her payroll and that employees are certified to perform the work specified herein. Said minimum qualifications for workers shall be submitted with your bid proposal inclusive of the following:
 - a. One (1) competent supervisor, as defined by OSHA, on site at all times when work is being performed. Said supervisor shall have at least two (2) years of asbestos abatement supervisory experience and who shall:
 1. Have supervised at least three (3) projects of comparable size, scope and complexity of which one (1) shall have involved Owner occupancy during the abatement period;
 2. Have completed at least one (1) five (5) day accredited course, with refresher training, in management and supervision of asbestos abatement including respiratory protection; and;
 3. Have a satisfactory recorded medical history.
 - b. One (1) competent foremen for every seven (7) workers on site at all times when work is being performed. Said foreman shall have at least one (1) year of asbestos abatement foreman experience and who shall:
 1. Have worked on at least three (3) projects of comparable size, scope and complexity of which one (1) shall have involved Owner occupancy during the abatement period;
 2. Have completed at least one (1) four (4) day accredited course, with refresher training, in asbestos abatement including respiratory protection; and,
 3. Have a satisfactory recorded medical history.
 - c. Workers who shall have at least six (6) months of asbestos abatement experience working with an asbestos contractor in projects of comparable size, scope and complexity and shall:
 1. Have completed at least one (1) four (4) day accredited course, with refresher training, in asbestos abatement including respiratory protection; and,
 2. Have a satisfactory recorded medical history.
3. Contractor/Bidding Entity shall have not:
 - a. Defaulted on any asbestos abatement project.
 - b. Been cited for any major violations and/or been a defending party in any legal action for violation of asbestos abatement regulations since January of 1999.
 - c. Allowed any work to be performed without a qualified supervisor on the project site to supervise such work.
4. Contractor/Bidding Entity shall guarantee:
 - a. That all work is performed in a neat and workmanlike manner.
 - b. That all work shall conform to the University Design and Building Standards.
 - c. That all work shall comply with the standard regulatory codes, City of Tampa, State of Florida and University of South Florida, OSHA regulations, and the specifications listed herein.
 - d. That at least one (1) certified trade person (provided copy of certification) on each project at all times.

COMPOSITE EXHIBIT "1"

University of South Florida

Invitation to Negotiate No. 12-007-FPB

Asbestos Abatement and Related Services

SECTION III: ITN Technical Specifications - Continued

- e. To make arrangements for and be liable for replacement and/or repair of any cut or damaged electrical cables and/or lines, chilled and/or hot water lines, air, telephone lines, and any other damage indicated by the University's Representative(s) to be in a particular area where work is being performed.
5. This contract shall include, but not be limited to, asbestos abatement work and emergency minor adjustment call-back service during stated working hours and also during any overtime hours.
6. All work shall be performed:
 - a. By certified personnel in accordance with O.S.H.A. and E.P.A. regulations. All personnel shall comply with all regulations.
 - b. Within the standard regulatory codes for the City of Tampa, State of Florida and University of South Florida and as specified herein.
 - c. Abatement of lead-based paint will utilize the following rules (latest edition):
 1. OSHA 29 CFR 1926.62.
 2. HUD Lead-Based Paint Standard.
 3. All other EPA/EPC, State, and County Rules.
 4. All State-Of-The-Art Methods for Lead-Based Paint Abatement.
 5. The University will also reserve the right to insist contractors comply with the changes and additions of regulatory standards as they come "online".
7. The University:
 - a. Shall coordinate all work, specify locations and times where work is to be performed through its' Project Manager.
 - b. Reserves the right to stop the work in progress, if the Contractor's work is unsatisfactory.
 - c. Reserves the right to review the qualifications of all asbestos abatement personnel. Said personnel are subject to final approval by the University and its Consultant. If not satisfied, the University, further, reserves the exclusive right to request new personnel.
8. The Contractor/Bidding Entity shall for each project provide the University's Project Manger a written cost quote inclusive of the number of personnel, the number of hours necessary, the materials and completion time frame which shall be adhered to unless specific approval to exceed the amount and time frame quoted is given in writing via a change order to the corresponding purchase order. Said cost quote shall be itemized and inclusive of, but not limited to, all labor, equipment, materials, rentals, sub-contractors and applicable supervision required to perform a turn-key job per project. Failure to comply with this contract stipulation will result in delay of contractor's payment of the specific project not properly quoted.
9. For the purposes of this bid:
 - a. Response Time: If not otherwise specified herein, response time shall be as requested by the University's Project Manager upon verbal notification to the Contractor.
 - b. Regular working hours are described as 8:00 A.M. to 5:00 P.M., Monday through Friday, excluding paid state holidays as described in the specifications below.

COMPOSITE EXHIBIT "1"

University of South Florida

Invitation to Negotiate No. 12-007-P2B

Asbestos Abatement and Related Services

SECTION III: ITN Technical Specifications - Continued

- c. Labor rates shall be inclusive (at no additional cost to the University) of the following:
1. Use of all general hand tools.
 2. Use of all related machinery, tools and/or equipment necessary to complete each project [i.e., vacuum truck, pick-up trucks; various sizes of pumps with applicable hoses; grinders; concrete saws, portable welding machines with gases; welding rods, all types; torch sets with regulators, hoses and gases; wrenches, all types; ladders, all sizes; drills, all types; extension cords, all types; hand tools, all types; portable lights, all types; various sizes of compressors; various sizes of chain hoists with rigging; hydraulic jacks; fans, all types; scaffolding inclusive of all rigging up to twenty (20') feet (where applicable);, etc.].
 3. Office overhead expenses (i.e., all insurance costs; all typing - reports, invoices, estimates, etc.; facsimiles; copies; all telephone type costs inclusive of cellular telephones; computer time; etc.);
 4. Disposable protective clothing and personal protective equipment/ respirator or a separate breathing apparatus with supplied Class D or better air, where applicable.
 5. All transportation costs of personnel and equipment while at any University project site.
 6. Transportation to and from each University project job site.
 7. Travel time each way for all applicable workers inclusive of vehicle and fuel use inclusive of on-site travel between University project sites.
 8. Travel time each way for all applicable workers inclusive of vehicles and fuel use inclusive of on-site travel between University project sites.
 9. Moving of furniture, shelving, equipment (excluding computer and related electronic equipment), accessories, removable white and black boards, framed art and replacement of same.
 10. Removal of electrical plates and light switch plates/covers and replacement of same.
 11. Use of protective tape (i.e., doors, windows, base boards, etc.) and removal of same.
- d. Equipment rental rates shall be inclusive (at no additional cost to the University) of the following:
1. Pick-up and delivery to the project site (equipment may be utilized for more than one (1) project site per day at no additional cost to the University);
 2. Cost of equipment operator, where applicable (equipment operator may be utilized for more than one (1) project site at no additional cost to the University);
 3. Fuel and Oil, as needed; and,
 4. Re-delivery to place of rental inclusive of re-fueling.
- e. This contract does not allow for the following:
1. Payment of any labor rates other than those stipulated in the bid proposal;
 2. Room and board, of any type;
 3. Food, drinks, snacks and etc. of any type; or,
 4. Cost of insurance premiums of the Contractor/Bidding Entity for Commercial General Liability (CGL) insurance nor the cost of insurance premiums for CGL of any asbestos contractor who performs asbestos abatement work as a sub-contractor to the Contractor/Bidding Entity under this contract

COMPOSITE EXHIBIT "1"

University of South Florida

Invitation to Negotiate No. 12-007-PPB

Asbestos Abatement and Related Services

SECTION III: ITN Technical Specifications - Continued

10. The University shall pay a flat hourly rate; therefore, contractors shall include all applicable cost for overhead and travel time [See Technical Specification No. 9C(1-11)] in the total price.

Note: If the Federal minimum wage rate is changed at any time during the length of this contract, the University will not increase the dollar amount of this contract. Additionally, the University shall not be liable for additional charges if the awarded contractor(s) has to pay overtime in order to complete regular services covered under the contract. Nor shall the University be liable for additional charges if the awarded contractor(s) has to be called back to re-perform unacceptable work/services rendered.

11. The awarded contractors acknowledges that the actual value of any project may be significantly less than the total award amount and agrees that it will not make any claims for damages or for loss of profits because of a difference between the award amount and the actual amount of work authorized.
12. This contract may include some work to be performed after stated regular working hours. Overtime shall be required only when deemed necessary and must be pre-approved by the University's Project Manager. The University shall pay a flat hourly wage; therefore, prospective bidders shall include travel time (if applicable) in the total hourly prices.
- a. Overtime hours shall be inclusive of any and all travel time and is defined as follows:
1. After 5:00 P.M. on weekdays (excluding paid state holidays);
 2. On weekends (Friday at 5:01 P.M. through Monday at 7:59 A.M.); and,
 3. On paid state holidays as defined in Florida Statutes Chapter 110-117 (i.e., New Year's Day, Martin Luther King, Jr.'s Birthday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday after Thanksgiving Day and Christmas Day).
- b. Estimated hours are as indicated on the Bid Proposal.
13. This contract shall allow reimbursement at fair market value plus ten (10%) percent for all parts, materials, supplies, and rentals (not otherwise specified herein or in the Bid Proposal) supplied for this contract. The awarded contractor shall be required to provide proof of purchase or rental (i.e., bill of sale, receipts, etc.) for all items upon invoicing the University.
14. The awarded contractor shall not assign the award or any rights or obligations there under to another without the written consent of the University of South Florida. In the event of such approved sub-contracting, the awarded contractor shall ensure that any specialty sub-contractor(s) (i.e., electrical, mechanical, painters, carpenters, etc.) used shall follow all rules and codes of the State of Florida's Department of Business and Professional Regulations and shall comply with regard to project supervision. The awarded contractor shall provide the University's Project Manager(s) with at least two (2) written competitive price quotations for review and approval subject to the terms and conditions of the bid documents. Upon approval by the University's Project Manager(s) and completion of the specific project including invoicing, the awarded contractor shall be reimbursed based on the lowest of the two (2) written price quotations plus eight (8%) percent.

Note: The awarded contractor is required by the University to enter into a written agreement between himself/herself and any specialty sub-contractor used on any University project. The awarded contractor shall provide a copy of said agreement along with any payment requests. This stipulation is to assist the University in protecting the sub-contractor should a dispute and/or non-payment arise.

COMPOSITE EXHIBIT "1"

University of South Florida

Invitation to Negotiate No. 12-007-PPB

Asbestos Abatement and Related Services

SECTION III: ITN Technical Specifications - Continued

15. Should the awarded contractor(s) require the service(s) of any specialty sub-contractor(s) [i.e., electrical, mechanical, painters, carpenters, etc.] all rules and codes of the State of Florida, Business of Professional Regulations, shall apply with regard to project supervision. The awarded contractor(s) shall provide the USF Project Manager(s) with at least two (2) written competitive price quotations for review and approval subject to the terms and conditions of the bid documents. Upon approval by USF Project Manager(s) and completion of the specific project including invoicing, the awarded contractor(s) shall be reimbursed based on the lowest of the two (2) written price quotations regardless of which sub-contractor was used plus a percentage mark-up as stipulated in Specification 13.

Note: The awarded contractor(s) shall be required by the University to enter into a written agreement between himself/herself and any specialty sub-contractor used on any USF project. The awarded contractor(s) shall provide a copy of said agreement along with any payment requests. This stipulation is to assist the University in protecting the sub-contractor should a dispute and/or non-payment occur.

16. Should the Contractor/Bidding Entity own his/her equipment which is not otherwise included in the hourly rate or otherwise covered herein or in the Bid Proposal (i.e., negative air machines, HEPA vacuums, portable showers, VEC loaders, etc.) in lieu of renting, then the University shall pay the actual use time only based on a flat rate fee listed on the contractor's standard fee schedule. Any Contractor/Bidding Entity that owns their own equipment shall be required to provide a rate schedule which itemizes company-owned equipment, machinery and vehicles providing daily, weekly and monthly rates with his/her bid response.

Warning: Failure to provide either proof of rental or a company rate schedule will be cause for the University to return any invoice(s) to the Contractor/Bidding Entity for said proof and/or delete the item(s) from the invoice until such time as proof is provided. Deletion of any item(s) may require the Contractor/Bidding Entity to re-invoice for same.

17. The University of South Florida reserves the following rights:
- a. Coordinate all work and to specify locations where and when work is to be performed;
 - b. To stop any project, if the problem(s) are found and repaired prior to the total estimation cost, or if any awarded contractor's work progress is unsatisfactory;
 - c. To supply, if deemed in the University's best interest, to any awarded contractor any single or group of items and/or specialty contractor services;
 - d. To verify the fair market value of all rentals procured by the awarded contractor(s) prior to approving the invoice;
 - e. Upon review of any invoice, should any awarded contractor be found to have invoiced above the fair market value for the item(s) procured, the University shall secure at least two (2) other price quotations for same and shall reimburse any awarded contractor for the lowest amount ONLY; and,
 - f. To cancel the contract giving ten (10) calendar days notice, in writing, if in the Director of Purchasing's opinion any awarded contractor continues to invoice at higher than fair market value for materials, supplies and rentals furnished. The Director of Purchasing's decision shall be final and binding on all parties without further recourse.

COMPOSITE EXHIBIT "1"

Asbestos Abatement and Related Services

SECTION III: ITN Technical Specifications - Continued

18. In compliance with University procedures, Florida Statutes, the awarded contractor shall incorporate a minimum of the following in all their invoices to provide the University with an auditable invoice for both pre-audit and post-audit.

A. Invoice shall be:

1. On company letterhead and addressed as stipulated on each purchase order;
2. Identified by the bid number, the purchase order number, and the project number and/or jobsite location;
3. Accompanied with a properly completed and executed "Certificate of Contract Completion" form for any invoice over \$3,500.00;
4. Inclusive of, but not limited to, cost breakdown as follows:
 - a. Labor, [i.e., regular working hours or overtime - weekend/holidays, etc.] including actual dates worked and breakdown of actual number of hours worked per man with corresponding hourly rate as per bid response;
 - b. Materials and/or equipment used including the actual dates worked; project name, location and/or number; type of work performed; and etc.; and,
5. Inclusive of, but not limited to, proof of purchase for any materials, supplies and/or rentals [i.e., bill of sale, rental agreements, receipts, etc.].

B. Copy of written agreements between any sub-contractor with the awarded contractor for any project.

C. Waivers of Lien from any sub-contractor(s), material supplier(s), and/or rental agents who worked and/or supplied materials or rented equipment which was used on any project regarding this contract.

D. A rate schedule which itemizes rental of company owned equipment, machinery and vehicles, where applicable, not otherwise specified herein. Such rate schedule shall provide as a minimum daily, weekly and monthly rates.

19. Contractor Guarantees and Assurances

A. The awarded contractor acknowledges and understands that the work is being performed on public property owned by the University of South Florida which may at various times during the completion of the work be occupied by students, faculty, staff and general public. Accordingly, in order to secure the property, and otherwise comply with applicable law, the contractor agrees to the following provisions and also agrees that the failure to comply with any of these provisions may result in the termination of this contract.

B. The awarded contractor shall guarantee, but not be limited to, that all work performed under this contract shall:

1. Be done in complete compliance with all OSHA regulations;
2. Conform to the University Design and Building Standards;
3. Comply with the standard regulatory codes for the National Mechanical Code, ASHRAE, City of Tampa, State of Florida and the University of South Florida, and the specifications listed herein; and,
4. Be done in a neat and workmanlike manner.

C. The awarded contractor shall provide all construction related personnel Photo Badge Identification and/or uniform with company and employee names easily identifiable. Photo Badge Identification shall be worn in plain sight at all time.

D. The awarded contractor shall provide the University Police Department and the University's Project Manager with a list of the names and telephone numbers (inclusive of beepers and pagers and cell phones) of supervisors of construction at the project site.

COMPOSITE EXHIBIT "1"

University of South Florida

Invitation to Negotiate No. 12-007-PPB

Asbestos Abatement and Related Services

SECTION III: ITN Technical Specifications - Continued

- E. The awarded contractor shall provide both police background checks and fingerprinting on each and every employee or potential employee who will perform any work as stipulated under this contract. This is to ensure that the personnel hired is not a wanted criminal, is not listed as a sexual offenders and does not represent a threat to the safety and security of the University's students, personnel and/or property.
- F. The awarded contractor who employ WORK RELEASE employees shall notify the University Police Department of such practice and provide the names of all persons employed under the Work Release Program.
- G. The awarded contractor shall ensure his/her employees and/or any sub-contractors are in compliance with the following while assigned to any project:
1. That uniforms and/or dress codes shall be inclusive of, but not limited to, neat and clean company uniforms that are appropriately and easily identifiable and accompanied with clearly visible identification badges while on any USF campus.
 2. That under no circumstances shall any worker show up for work on any project wearing cut-off pants, torn shirts, tank tops, sliced-up jeans, and/or any other obscene and/or offensive motif clothing.
 3. That violate the Physical Plant's Uniform codes (see Item A and B above) of dress in the opinion of the University's Representative(s) shall be immediately removed from the University's property and shall not be allowed to report back to work unless dressed appropriately.
 4. Shall not converse with students and/or faculty.
 5. Shall refrain from unsavory and/or unwanted comments, profanity, obscene gestures, catcalls, whistles, or any other inappropriate behavior toward any other person while on USF property.
 6. Profanity of any type (verbal and/or obscene gestures) is strictly forbidden and will be grounds for contract cancellation.
 7. That violate the basic code of conduct shall be immediately removed from the University's property and shall not be allowed to report back to work unless conduct is appropriate.
 8. Shall arrive at work drug-free and sober and are advised that consumption of alcoholic beverages and/or any other drugs is strictly forbidden during working hours, whether consumed on or off USF property.
 9. Speak and understand instructions given in English.
 10. That all work is performed in a neat and workmanlike manner.
 11. Have all the tools, equipment, ladders, and etc. necessary to perform the work specified herein.

20. USF Building Code Administration Program

The awarded contractors are solely responsible for knowing the University's requirements and ensuring full compliance with the USF Policy 6-019, USF Building Code Administration Program prior to beginning any project. The University's Representative for the Building Code Program is Mr. Roy Clark, telephone number (813) 974-0893. Please contact Mr. Clark for a copy of the University's policies and procedures.

COMPOSITE EXHIBIT "1"

Asbestos Abatement and Related Services

SECTION III: ITN Technical Specifications - Continued

C. Instructions for Submittal of Response

A. Tab 1: Amounts offered on Price Sheet

Attached.

In the summary breakdown, respondents shall include all direct costs, such as salaries or wages inclusive of fringe benefits (i.e., FICA, Worker's Compensation, Unemployment Insurance, Health/Life Insurance, other similar type benefits, etc.) for employees assigned to this project, travel expenses, and other direct costs of any equipment, materials, chemical and/or supplies required for the performance of this project.

Respondents may not include executive salaries of individuals not assigned to the project, salaries of main office personnel, interest on debts incurred to carry on this services overhead or general expenses of any kind, or dues and/or services to national, state or local associations. Under no circumstances will the University of South Florida be responsible for costs due to negligence of the respondent's principals, or the representatives of the respondent having supervision or direction of the program as a whole or in part, or for any costs that may result from any claims.

B. Tab 2: Introduction and Firm's Organization

1. Include a table of contents.
2. Include a brief introduction to the company and/or individual, and a synopsis of the response sufficient to provide a thorough management level summary.

C. Tab 3: Financial Statement:

Furnish a financial statement for the most recently completed fiscal year and one (1) for the last reporting tax quarter.

D. Tab 4: Description of Step-By-Step Procedures

Such response shall be inclusive of, but not limited to, the following:

1. Provide a copy of established written standard operating procedures for training, surveillance, entry/exit, respiratory protection, safety and emergencies.
2. Provide a copy of an in-place emergency system to receive requests by the University of South Florida "As Needed, When Needed" for after regular work hours or on weekends.
3. Provide a written statement indicating the methods and/or procedures in which 29 CFR 1926.58(E)(6) or latest edition is to be met.
4. Provide a detailed response, clearly detailing how the company plans to respond on-site within one (1) hour to University emergencies and timely to scheduled regular projects. Inclusive of what the University's priority will be to the vendor (i.e., 1st, 2nd, 3rd, etc.)

E. Tab 5: Description of Equipment and Facilities:

Provide a clear descriptive list of equipment and facilities available or to be acquired to perform the services required (with attached equipment descriptions, brochures, and/or catalog sheets as needed to describe the items).

COMPOSITE EXHIBIT "1"

University of South Florida

Invitation to Negotiate No. 12-007-PPB

Asbestos Abatement and Related Services

SECTION III: ITN Technical Specifications - Continued

F. Tab 6: Past Performance:

1. Furnish a list and brief description of all current and past (within the last twenty-four (24) months) contract of comparable size and scope.

Note: At least three (3) projects shall have involved Owner Occupancy during abatement.

2. List shall be inclusive of per project, but not limited to, the following information:
 - a. Original Contract Amount.
 - b. *Owner occupied space.*
 - c. Change Order Amount (total dollar value of change orders issued until contract completion).
 - d. Total Contract Amount.
 - e. Actual Contract Dates (inclusive of beginning and ending dates).
 - f. Company Name with full address (inclusive of street address, city, state, zip code with area code and telephone number).
 - g. Project Contact Person (inclusive of area code and telephone number).

3. Furnish a list and brief description of all contracts that have been canceled within the last twenty-four (24) months. List shall be inclusive of, but not limited to, contract dates, names, addresses, telephone numbers, owners and reason why contract was canceled.

Submit one (1) original and five (5) complete copies of your proposal for use by the Review Committee.

Special Note: DO NOT SUBMIT RESPONSE IN 3-RINGED BINDER OR IN GBC TYPE BINDING. RESPONSES SHOULD BE CLAMPED OR RUBBERBANDED TOGETHER.

D. Evaluation Criteria

1. Experience as a company inclusive of include but not limited to years in business, experience of personnel to be assigned to the University, types of projects completed, handling of emergency situations, references, etc.
2. Pricing & Price Structure.
3. Response time and plan for emergency situations mitigating an identified exposure or potentially hazardous condition including stated priority the University will be given for business continuity and minimal risk to USF student, staff, faculty and visitors.

COMPOSITE EXHIBIT "1"

Asbestos Abatement and Related Services

Lang Environmental, Inc.
FEIN: 59-2802012

SECTION IV: ITN Cost Proposal

The undersigned, hereinafter, called "Vendor", having examined carefully all ITN documents, proposes to furnish all labor, materials, equipment, tools, applicable supervision and other items, facilities and services for the proper execution and completion of the contract for Asbestos Abatement and Related Services at the University of South Florida, Tampa Campus in full accordance with the ITN documents and any other documents relating thereto on file in the Purchasing and Property Services, and if awarded the contract, to complete said Work within the time limits specified for each designated project, and for the costs enumerated below.

Note "Estimated Annual Quantity" is not a guarantee of the volume of work. It is an estimated volume to aid in evaluation and potential total cost to the University.

Item No.	Description	Estimated Annual Quantity	Unit Price F.O.B. Destination	Extended Total F.O.B. Dest.
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Labor, inclusive of applicable supervision
Whether in shop, on field site or dual site work.

Cost per hour for person(s) qualified to perform the duties specified herein.

~~The grades person/journeyman shall be required to perform all supervision duties and be qualified in the skilled trade necessary to perform the duties required for the service being performed.~~

Labor Only - Items 1 through 5

1.	Asbestos Abatement Work, as specified herein, during regular working hours, 8:00 A.M. to 5:00 P.M., Monday through Friday, excluding paid state holidays.			
a.	Supervisor	150 hours	\$ 0.01 /hr.	\$ 1.50
b.	Foreman	150 hours	\$ 0.01 /hr.	\$ 1.50
c.	Workers	150 hours	\$ 29.50 /hr.	\$ 4,425.00
2.	Asbestos Abatement work, as specified herein, to be performed after regular working hours or on weekends.			
a.	Supervisor	125 hours	\$ 0.01 /hr.	\$ 1.25
b.	Foreman	125 hours	\$ 0.01 /hr.	\$ 1.25
c.	Workers	125 hours	\$ 29.50 /hr.	\$ 3,687.50
3.	Asbestos Abatement Work, as specified herein, to be performed on paid state holidays.			
a.	Supervisor	40 hours	\$ 0.01 /hr.	\$ 0.40
b.	Foreman	40 hours	\$ 0.01 /hr.	\$ 0.40
c.	Workers	40 hours	\$ 29.50 /hr.	\$ 1,180.00

Asbestos Abatement and Related ServicesITN Cost Proposal - ContinuedLang Environmental, Inc.
FEIN: 59-2802012

<u>Item No.</u>	<u>Description</u>	<u>Estimated Annual Quantity</u>	<u>Unit Price F.O.B. Destination</u>	<u>Extended Total F.O.B. Dest.</u>
<u>Labor Only - Items 1 through 4 - Continued</u>				
4.	Asbestos Abatement Work Height Factor:			
A.	Work to be performed during regular work hours, 8:00 A.M. to 5:00 P.M., Monday through Friday, excluding paid state holidays.			
1.	Supervisor			
a.	8 - 12 feet overhead	50 hours	\$ 0.01/hr.	\$ 0.50
b.	Over 12 feet overhead	50 hours	\$ 0.01/hr.	\$ 0.50
2.	Foreman			
a.	8 - 12 feet overhead	50 hours	\$ 0.01/hr.	\$ 0.50
b.	Over 12 feet overhead	50 hours	\$ 0.01/hr.	\$ 0.50
3.	Workers			
a.	8 - 12 feet overhead	50 hours	\$ 29.50/hr.	\$ 1,475.00
b.	Over 12 feet overhead	50 hours	\$ 29.50/hr.	\$ 1,475.00
B.	Work to be performed after Regular work hours or on weekends.			
1.	Supervisor			
a.	8 - 12 feet overhead	35 hours	\$ 0.01/hr.	\$ 0.35
b.	Over 12 feet overhead	35 hours	\$ 0.01/hr.	\$ 0.35
2.	Foreman			
a.	8 - 12 feet overhead	35 hours	\$ 0.01/hr.	\$ 0.35
b.	Over 12 feet overhead	35 hours	\$ 0.01/hr.	\$ 0.35
3.	Workers			
a.	8 - 12 feet overhead	35 hours	\$ 29.50/hr.	\$ 1,032.50
b.	Over 12 feet overhead	35 hours	\$ 29.50/hr.	\$ 1,032.50
Work to be performed on paid State holidays.				
1.	Supervisor			
a.	8 - 12 feet overhead	16 hours	\$ 0.01 /hr.	\$ 0.16
b.	Over 12 feet overhead	16 hours	\$ 0.01 /hr.	\$ 0.16

Asbestos Abatement and Related ServicesITN Cost Proposal - ContinuedLang Environmental, Inc.
FEIN: 59-2802012

Item No.	Description	Estimated Annual Quantity	Unit Price F.O.B. Destination	Extended Total F.O.B. Dest.
<u>Labor Only - Items 1 through 4 - Continued</u>				
2.	Foreman			
a.	8 - 12 feet overhead	16 hours	\$ 0.01 /hr.	\$ 0.16
b.	Over 12 feet overhead	16 hours	\$ 0.01 /hr.	\$ 0.16
3.	Workers			
a.	8 - 12 feet overhead	16 hours	\$ 29.50 /hr.	\$ 472.00
b.	Over 12 feet overhead	16 hours	\$ 29.50 /hr.	\$ 472.00
5.	Mobilizations			
a.	Tampa Campus	20 each	\$ 0.01 /ea.	\$ 0.20
b.	St. Petersburg Campus	3 each	\$ 0.01 /ea.	\$ 0.03
c.	Sarasota Campus	3 each	\$ 0.01 /ea.	\$ 0.03
<u>Materials and Service Charges Only - Items 6 and 7 (indicate if included in Labor)</u>				
6.	Containment Installation and Breakdown			
a.	Full Containment (Surface Area)	15,000 sq.ft.	\$ 0.01 /sqft	\$ 150.00
b.	Full Decontamination Unit	15 each	\$ 0.01 /ea.	\$ 0.15
7.	Bulk Removal, Encapsulation and Disposal			
A.	Miscellaneous			
1.	2' X 4' foot Suspended Ceilings	2,000 sq.ft.	\$ 0.01/sqft	\$ 20.00
2.	Hidden Spline Ceilings	2,000 sq.ft.	\$ 0.01/sqft	\$ 20.00
3.	Built-Up Roof Materials	2,000 sq.ft.	\$ 0.01/sqft	\$ 20.00
4.	Flashing Materials	2,000 sq.ft.	\$ 0.01/sqft	\$ 20.00
5.	Ducting Materials	2,000 sq.ft.	\$ 0.01/sqft	\$ 20.00
6.	Vibration Dampers	200 sq.ft.	\$ 0.01/sqft	\$ 2.00
7.	Floor Tiles	5,000 sq.ft.	\$ 0.01/sqft	\$ 50.00
8.	Floor Tiles with mastic	2,000 sq.ft.	\$ 0.01/sqft	\$ 20.00
9.	Vinyl Sheeting	2,000 sq.ft.	\$ 0.01/sqft	\$ 20.00
10.	Vinyl Sheeting with mastic	2,000 sq.ft.	\$ 0.01/sqft	\$ 20.00

Asbestos Abatement and Related ServicesITN Cost Proposal - ContinuedLang Environmental, Inc.
FEIN: 59-2802012

Item No.	Description	Estimated Annual Quantity	Unit Price F.O.B. Destination	Extended Total F.O.B. Dest.
<u>Materials and Service Charges Only - Items 6 and 7 (indicate if included in Labor)</u>				
B.	Thermal System Insulation (Pipe Insulation) Note: Diameter of Insulation			
1.	Less than 6" diameter	1,000 ln.ft.	\$ 0.01/lnft	\$ 10.00
2.	Less than 6" diameter with metal jacket	500 ln.ft.	\$ 0.01/lnft	\$ 5.00
3.	6" to 12" diameter	200 ln.ft.	\$ 0.01/lnft	\$ 2.00
4.	6" to 12" diameter with metal jacket	200 ln.ft.	\$ 0.01/lnft	\$ 2.00
5.	Greater than 12" diameter	200 ln.ft.	\$ 0.01/lnft	\$ 2.00
6.	Greater than 12" diameter w/ metal jacket	200 sq.ft.	\$ 0.01/sqft	\$ 2.00
7.	External Wrap or Coating	200 sq.ft.	\$ 0.01/sqft	\$ 2.00
8.	Insulation on "Tank"	1,000 sq.ft.	\$ 0.01/sqft	\$ 10.00
C.	Surface Materials			
1.	Flat Scrape with Plaster Substrate to Remain	5,000 sq.ft.	\$ 0.01/sqft	\$ 50.00
2.	Flat Scrape with Sheetrock to remain	5,000 sq.ft.	\$ 0.01/sqft	\$ 50.00
3.	Removing including Plaster Substrate	5,000 sq.ft.	\$ 0.01/sqft	\$ 50.00
4.	Removal including Sheetrock Substrate	5,000 sq.ft.	\$ 0.01/sqft	\$ 50.00
5.	Scrape on Concrete Plaster Decking	5,000 sq.ft.	\$ 0.01/sqft	\$ 50.00
6.	Scrape on Concrete Sheetrock Decking (Fireproofing - Materials Only)	5,000 sq.ft.	\$ 0.01/sqft	\$ 50.00
7.	Scrape on Corrugated or Other Irregular Decking (Non-Fireproofing - Materials Only)	5,000 sq.ft.	\$ 0.01/sqft	\$ 50.00
8.	Beam Scrape (Square Foot of Beam)	5,000 sq.ft.	\$ 0.01/sqft	\$ 50.00
9.	Joist Scrape (Linear Foot of Joist)	5,000 sq.ft.	\$ 0.01/sqft	\$ 50.00
D.	Small Scale - Meet Requirement of Section 2083			
1.	Glove bag with Removal (i.e., piping fitting removal)	20 each	\$ 0.01 /ea.	\$ 0.20
2.	Mini-Enclosure Removal	20 each	\$ 0.01 /ea.	\$ 0.20
E.	Soil Removal			
1.	ACM Contaminated Soil (per 2" deep)	10,000 sq.ft.	\$ 0.01/sqft	\$ 100.00
2.	Vec Loader (for all areas greater than 1,000 sq.ft.)	10 hours	\$ 0.01 /hr.	\$ 0.10

Asbestos Abatement and Related ServicesITN Cost Proposal - Continued

Lang Environmental, Inc.

FEIN: 59-2802012

Item No.	Description	Estimated Annual Quantity	Unit Price F.O.B. Destination	Extended Total F.O.B. Dest.
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Materials and Service Charges Only - Items 6 and 7 (indicate if included in Labor)

F.	Transite Removal			
1.	1/8" Flat Sheets	1,000 sq.ft.	\$ 0.01/sqft	\$ 10.00
2.	1/4" Corrugated Sheets	1,000 sq.ft.	\$ 0.01/sqft	\$ 10.00
G.	Other Miscellaneous Items - If Required			
1.	ACM Disposal Fee - transportation and landfill fee - (cost per ton)	100 each	\$ 0.01 /ea.	\$ 1.00
2.	Non-Asbestos Disposal Fee (cost per ton)	100 each	\$ 0.01 /ea.	\$ 1.00
8.	Lead Base Paint (LBP) Removal			
A.	Floors and Walls	5,000 sq.ft.	\$ 0.01/sqft	\$ 50.00
B.	Metal Poles less than 6" diameter	200 ln.ft.	\$ 0.01 /ea.	\$ 2.00
C.	Metal Poles greater than 6"diameter	100 ln.ft.	\$ 0.01 /ea.	\$ 1.00
D.	Window Frames			
1.	Exterior - Wood	10 each	\$ 0.01 /ea.	\$ 0.10
2.	Exterior - Metal	10 each	\$ 0.01 /ea.	\$ 0.10
3.	Interior - Wood	10 each	\$ 0.01 /ea.	\$ 0.10
4.	Interior - Metal	10 each	\$ 0.01 /ea.	\$ 0.10
E.	Door Frames			
1.	Exterior - Wood	10 each	\$ 0.01 /ea.	\$ 0.10
2.	Exterior - Metal	10 each	\$ 0.01 /ea.	\$ 0.10
3.	Interior - Wood	10 each	\$ 0.01 /ea.	\$ 0.10
4.	Interior - Metal	10 each	\$ 0.01 /ea.	\$ 0.10
F.	Clean-UP	2,000 sq.ft.	\$ 0.01/sqft	\$ 20.00
G.	Stairwells			
1.	Exterior - Wood	250 sq.ft.	\$ 0.01 /ea.	\$ 2.50
2.	Exterior - Metal	250 sq.ft.	\$ 0.01 /ea.	\$ 2.50
3.	Interior - Wood	250 sq.ft.	\$ 0.01 /ea.	\$ 2.50
4.	Interior - Metal	250 sq.ft.	\$ 0.01 /ea.	\$ 2.50

COMPOSITE EXHIBIT "1"

Asbestos Abatement and Related Services

ITN Cost Proposal - Continued

Lang Environmental, Inc.
FEIN: 59-2802012

Item No.	Description	Estimated Annual Quantity	Unit Price F.O.B. Destination	Extended Total F.O.B. Dest.
<u>Materials and Service Charges Only - Items 6 and 7 (indicate if included in Labor)</u>				
H.	Wet-Scrape (Peeling Paint)			
1.	Exterior - Wood	500 sq.ft.	\$ 0.01 /ea.	\$ 5.00
2.	Exterior - Metal	500 sq.ft.	\$ 0.01 /ea.	\$ 5.00
3.	Interior - Wood	500 sq.ft.	\$ 0.01 /ea.	\$ 5.00
4.	Interior - Metal	500 sq.ft.	\$ 0.01 /ea.	\$ 5.00
I.	Component Removal			
1.	Exterior - Wood	500 sq.ft.	\$ 0.01 /ea.	\$ 5.00
2.	Exterior - Metal	500 sq.ft.	\$ 0.01 /ea.	\$ 5.00
3.	Interior - Wood	500 sq.ft.	\$ 0.01 /ea.	\$ 5.00
4.	Interior - Metal	500 sq.ft.	\$ 0.01 /ea.	\$ 5.00
J.	Encapsulation	2,000 sq.ft.	\$ 0.01/sqft	\$ 20.00
K.	Disposal (55-gallon drum)	10 each	\$ 0.01 /ea.	\$ 0.10
			Sub-Total	\$16,375.65
				X 3 Years
				\$49,126.95
9.	Payment & Performance Bond Cost	300 M	\$ 0.01 /M	\$ 3.00

Total Offer F.O.B. Destination \$49,129.95

Terms Net 40 days

Please Note: Discounts will not be used for bid evaluation purposes.

COMPOSITE EXHIBIT "1"

EQUIPMENT RATES

<u>EQUIPMENT</u>	<u>DAILY</u>
Mobile decontamination unit	\$95
Storage Van (40')	\$90
Cargo Van	\$175
Tractor for 26' Trailer	\$75
Cargo Trailer (7'x16')	\$95
Cargo Trailer (8'x26')	\$95
Office Trailer	\$60
2000 CFM HEPA Air Filtration Unit	\$90
2 HP HEPA Vacuum	\$75
4 HP HEPA Vacuum	\$85
Needle Gun with HEPA	\$95
Grinder with HEPA	\$85
Single Shower Unit	\$125
Shower Filter Pump	\$80
Airless Sprayer	\$95
Neg Pressure Recorder	\$95
King Pump	\$125
Personnel Monitoring Pump	\$48
Vec-Loader	\$1,200
Shredder (for vec-loader)	\$250
Electric Generator - 4 KW	\$65
Electric Generator - 15 KW	\$165
Transformer	\$95
Power Panel	\$75
Pressure Washer	\$75
Water Heater	\$40
Georgia Bucket	\$50
Floor Tile Mastic Scrubber	\$160
Floor Tile Mastic Razor Cutter	\$135
Floor Tile Machine	\$90
Floor Tile - Turbo Stripper	\$135
Floor Tile - Motor Stripper	\$550
Scaffolding (5'x7') - Setup	\$225
Scaffolding Tube & Clamps (5'x7')	\$150
Baker Scaffolding - Setup	\$130

NOTE: All of the above rates are for all or part of our standard workday. The Weekly Rate for the equipment is five times the daily rates. The Monthly Rate is four times the weekly rate.

Asbestos Abatement and Related Services

Minority Vendor & Visa P-Card Certification

Certification of Minority Vendor

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 X

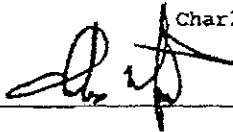
If yes, is it certified by the State of Florida Office of Supplier Diversity (OSD)?

YES ___ NO X

All bid proposals must be submitted on our standard Invitation to Negotiate Form. Bid proposals submitted on vendor quotation forms will not be accepted without a completed Invitation to Negotiate Form.

Visa Purchasing Card (P-Card) acceptance Certification
I will accept payment by Visa Purchasing Card. (See Article IV, 28)

Charles W. Mowat, President / COO



Authorized

5/24/2012

Asbestos Abatement and Related ServicesBidder's Affirmation and Declaration

Before me, the undersigned authority who is duly authorized by law to administer oaths and take acknowledgments, personally appeared

Charles W. Mowat

Affiant's Name

who, after being duly cautioned and sworn (or who is unsworn if that be the case) and being fully aware of the penalties of perjury, does hereby state and declare, on his own behalf or on behalf of a partnership or corporation, whoever or whichever is the Bidder in the matter at hand, as follows:

1. That the Bidder, if an individual, is of lawful age; or
2. That if:
 - a. The Bidder is a partnership or a corporation, it has been formed legally;
 - b. The Bidder is a Florida Corporation, it has filed its Articles of Incorporation with the Florida Secretary of State; and,
 - c. The Bidder is a corporation incorporated under the law of a state other than Florida, it is duly authorized to do business in the State of Florida.
3. That if the Bidder is using a fictitious name, he/she/it has complied with the Fictitious Name Statute of the State of Florida.
4. That the Bidder has not submitted a rigged bid, nor engaged in collusive bidding or collusive bidding arrangements or fraudulent bidding, or entered into a conspiracy relative to this bid, with any other person, partnership, or corporation making a bid for the same purpose. The Bidder is aware that "Any understanding between persons where one or more agree not to bid, and any agreement fixing the prices to be bid so that the awarding of any contract is thereby controlled or affected, is in violation of a requirement for competitive bidding and renders a contract under such circumstances invalid." [See McQuillian, Municipal Corporations, §26.69].
5. That the Bidder is not in arrears to any agency in the State of Florida upon debt or contract and is not a defaulter, as surety or otherwise upon any obligation to any agency of the State of Florida.
6. That no officer or employee of the University of South Florida, either individual or through any firm, corporation or business of which he/she is a stockholder or holds office, shall receive any substantial benefit or profit out of the contract of obligation entered into between the University of South Florida and this Bidder or awarded to this Bidder; nor shall any University officer or employee have any financial interest in assisting the Bidder to obtain, or in any other way effecting, the award of this contract or obligation to this Bidder.
7. That, by submitting this bid, the Bidder certifies that he/she has fully read and understands the bid method and has full knowledge of the scope, nature, and quality of the work to be performed and/or the services to be rendered.

Further Bidder Sayeth Not.

Bidder: Complete the Acknowledgment on the following page.

COMPOSITE EXHIBIT "1"

University of South Florida

Invitation to Negotiate No. 12-007-PPB

Asbestos Abatement and Related Services

Certified/Non-Certified (CMBE/NON-CMBE) Minority Business Enterprise Participation Compliance Report Form - Construction Projects

Reporting Period: Quarter: 3rd

Fiscal Year: 11/12

(INSERT QTR. ABOVE (EXAMPLE: 1ST, 2ND, 3RD, 4TH) (INSERT FISCAL YEAR ABOVE (EXAMPLE: 06-07, 07-08, 08-09

Prime Contractor/Construction Manager: N/A

USF Project Title: Asbestos Abatement and Related Services

USF Project No./Bid No.: 12-007-PPB

Project Manager: Dan Newfang

Subcontractor Listing (If sub/sub list minority firm and prime-sub)	MBE Code	Dollar Amount	FEID #	Date Paid
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No Subcontractors				

TOTAL \$ 0.00

I certify that the information supplied herein, including all attachments, is correct to the best of my knowledge. I further certify that in doing business with the State of Florida my firm is in compliance with Chapter 112, Florida Statutes relating to conflict of interest (to review the Statute in full, visit <http://www.flsenate.gov/statutes>).

Prepared By:

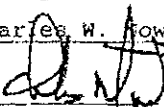
Title:

Date:

Charles W. Rowat

President/COO

5/23/12


(Name)
(Signature)

<u>Certified Minority Business Enterprise (CMBE)</u> (Vendors Certified by the State of Florida) View State of Florida website to locate CMBE vendors at: http://199.250.30.122/dirhome.htm	MBE CODE	<u>Non-Certified Minority Business Enterprise (NON-CMBE)</u> (Vendors not certified by the State of Florida) Business must be at least 51% owned, managed & controlled by minority persons.	MBE CODE
African-American	H	African-American	N
Hispanic-American	I	Hispanic-American	O
Asian-American	J	Asian-American	P
Native American	K	Native American	Q
American Woman	M	American Woman	R

COMPOSITE EXHIBIT "1"

University of South Florida

Invitation to Negotiate No. 12-007-PPB

Asbestos Abatement and Related Services

Contractual Services Agreement

This Agreement is made and entered into this _____ day of _____, 2012, by and between the University of South Florida Board of Trustees, a public body corporate of the State of Florida, "University", and _____, "Vendor/Contractor/Bidder". 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 Vendor pursuant to Florida Law. The Vendor assumes full responsibility for completion of the services stipulated below:

Provide all labor, equipment, supplies, materials and applicable supervision required to perform Asbestos Abatement and Related Services [DMS No. 973-095] on an "As Needed, When Needed" basis as stipulated in USF Invitation to Negotiate No. 12-007-PPB (copy attached).

The Vendor shall commence performance of the terms of this Agreement no earlier than the 15th day of July, 2012, and complete performance of this Agreement to the satisfaction of the university no later than the 14th day of July, 2015.

2. Cost.

The total amount of this contract is not to exceed \$_____ except as stipulated by a future contract amendment and shall include travel costs, if applicable (See Paragraph 5). This amount is determined in full accordance with USF ITN No. 12-007-PPB.

3. Payment.

Timely Payment Problems: 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 forty (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 forty (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 forty (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 USF purchase order number, date of services completed, portion of services, and material and labor 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.~~ 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 Purchasing & Property Services, 4202 E. Fowler Avenue, AOC 200, Tampa, Florida 33620.

COMPOSITE EXHIBIT "1"

University of South Florida

Invitation to Negotiate No. 12-007-PPB

Asbestos Abatement and Related Services

Contractual Services Agreement - Continued

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 only for those services performed prior to the date notice is received.

5. Travel.

There is no travel allowed within this agreement

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 any and all documents, papers, letters or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the Vendor in conjunction with this Agreement.

8. Cancellation.

All Agreement obligations shall prevail for at least sixty (60) calendar days after the effective date of the contract. After that period, either party may cancel this Agreement upon ten (10) calendar days written notice without penalty or cause. The Vendor may not charge to 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.

There is no stipulated renewal of this agreement. This agreement may be extended throughout the project to accommodate any needed change orders or extension of time.

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.

COMPOSITE EXHIBIT "1"

University of South Florida

Invitation to Negotiate No. 12-007-PPB

Asbestos Abatement and Related Services

Contractual Services Agreement - Continued

12. Governing Law.

The Contract/Agreement ("Contract") is governed by the law 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. 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 perform 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.

16. Indemnification

Vendor agrees to indemnify and hold free and harmless, and defend the State of Florida, the State Board of Education, the State Board of Governors, the University of South Florida, and the University of South Florida Board of Trustees and their officers, employees and agents, and the University's Architect/Engineer Consultants from and against any and all actions, claims, liabilities, assertions of liability losses, costs and expenses, including but not limited to attorney's fees, reasonable investigative and discovery cost, court costs, claim or claims for bodily injury or death of persons and for loss of or damage to property, in law or in equity, of every kind and nature whatsoever, 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, contractors, and sub-contractors, in connection with this Agreement.

17. Assignment.

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

18. 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 University shall have the right to terminate this Agreement immediately upon notice to Vendor and without termination penalty to University.

COMPOSITE EXHIBIT "1"

Asbestos Abatement and Related Services

Contractual Services Agreement - Continued

19. 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 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.

20. Parties' Representatives.

University's representative for purposes of the Agreement is Kathy Simmons or her designee; Vendor's representative for purposes of this Agreement is _____.

21. 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 or remedy, or be construed as a waiver of any such breach or default or of any other breach or default.

22. 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 are set forth herein.

23. 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.

24. 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.

25. Americans with Disabilities Act (ADA).

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

26. 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 bids or proposals, may not perform work or transact business with University.

27. 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 contractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral termination of the Agreement.

COMPOSITE EXHIBIT "1"

University of South Florida

Invitation to Negotiate No. 12-007-PPB

Asbestos Abatement and Related Services

Contractual Services Agreement - Continued

28. Terms and Conditions

Any terms and conditions submitted with your Invitation to Bid response are not binding to the University and are not accepted as applying to the Invitation to Bid or this contract. Only the University of South Florida terms and conditions as issued in the Invitation to Bid are acceptable.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed.

*****Vendor*****

FEID No.
Telephone No.

BY: _____
(manual signature)

(type or print name)

Executed on this the _____ day of _____, 2012

*****UNIVERSITY OF SOUTH FLORIDA*****
Board of Trustees,
a public body corporate.

BY: _____
Nick J. Trivanovich
Executive Vice President

Executed on this the _____ day of _____, 2012

COMPOSITE EXHIBIT "1"

University of South Florida

Invitation to Negotiate No. 12-007-PPP

Asbestos Abatement and Related Services

Certificate of Non-Segregated Facilities

We, Lang Environmental, Inc., 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 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 of 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.

Lang Environmental, Inc.
(Name of Company)

By:  _____

Title: President/COO

Date: 5/23/2012

COMPOSITE EXHIBIT "1"

University of South Florida

Invitation to Negotiate No. 12-007-PFB

Asbestos Abatement and Related Services

Certificate of Non-Segregated Facilities - Continued

Subpart D - Contractor's Agreement

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's 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 said 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 rules, regulation, or order of the Secretary of Labor, or as otherwise provided by Law."
- "(7) The contractor will include the provisions 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 of purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions of 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.

COMPOSITE EXHIBIT "1"

University of South Florida

Invitation to Negotiate No. 12-007-PPB

Asbestos Abatement and Related Services



**University of South Florida
Purchasing & Property Services
Request for Taxpayer Identification and Certification
(Substitute for IRS Form W-9)**

Instructions:

1. Use this form only if you are a U.S. person (including U.S. resident aliens). If you are a foreign person, use the appropriate Form W-8.
2. Complete Part 1 by completing the one row of boxes that corresponds to your tax status.
3. Complete Part 2 by providing your Payment Remittance Address.
4. Complete Part 3 if you are exempt from Form 1099 reporting.
5. Complete Part 4 by signing & dating form.

Part 1 - Tax Status: (Complete ONE row only)

Individuals: <i>(Fill out this row)</i>	Individual's Name: (first name, middle initial, last name) _____	Individual's Social Security Number _____
Sole Proprietor: <i>(Fill out this row)</i> <small>A sole proprietorship may have a "doing business as" trade name, but the legal name is the name of the business owner.</small>	Business Owner's Name: (REQUIRED) (First Name) _____ (Middle Initial) _____ (Last Name) _____	Business Owner's Social Security Number _____
		Business or Trade Name (OPTIONAL) _____ _____ _____
Partnership: <i>(Fill out this row)</i>	Name of Partnership: _____	Partnership's Employer ID Number _____
Corporation, exempt charity or other entity: <i>(Fill out this row)</i>	Name of Corporation or Entity: <u>Lang Environmental, Inc.</u>	Employer ID Number <u>59 - 2 8 0 2 0 1 2</u>
		Are you incorporated? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO

A corporation may use an abbreviated name or its initials, but its legal name is the name on the articles of incorporation. D.B.A. or T.A. companies? Attach all of the business names.

Part 2 - Mailing Address: (Address where payments should be mailed)

6418 Badger Drive
Tampa, FL 33610

Part 3 - Payment Remittance Address: (Address where payments should be made)

6418 Badger Drive
Tampa, FL 33610

Part 4 - Business Contact Information:

Business Phone # 813-622-8311 Contact Person Charles W. Mowat
 Business Fax # 813-623-6012 Contact Phone # 813-376-2172
 Business Website Address www.L-E.cc Contact Fax # 813-623-6012

Part 5 - Exemption: If exempt from Form 1099 reporting, check here: AND describe your qualifying exemption on each row below.

1. Corporation <small>Except there is no exemption for medical and healthcare payments or payments for legal services.</small>	2. Tax Exempt <small>Tax Exempt Charity under 501(c)(3), or IRA</small>	3. The United States or any of its agencies or instrumentalities	4. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions.	5. A foreign government or any of its political subdivisions.
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Part 6 - Certification: Under penalty of perjury, I certify that:

1. 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
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding and
3. I am a U.S. person (including a U.S. resident alien).

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.

Name of Person completing this form: Charles W. Mowat Phone: (813) 622-8311
 Title of Person completing this form: President/COO Address: 6418 Badger Drive
 Signature: Date: 5-23-12 City: Tampa State: FL ZIP: 33610
 E-Mail Address: CharlesM@L-E.cc

COMPOSITE EXHIBIT "1"

University of South Florida

Invitation to Negotiate No. 12-007-PPB

Asbestos Abatement and Related Services

Small, Minority or Women-Owned Business? _____ YES _____ NO

If answered yes above, please circle classification that applies:

SBA 8(a) Certification <i>(please provide a copy of certificate with application)</i>	African American <i>(please provide a copy of certificate with application)</i>	African American	Minority Board <i>(51% or more Minority Board of Directors)</i>
Small Disadvantaged Business Certification <i>(please provide a copy of certificate with application)</i>	Hispanic American <i>(please provide a copy of certificate with application)</i>	Hispanic American	Minority Employees <i>(51% or more Minority Officers)</i>
HUBZone Certification <i>(please provide a copy of certificate with application)</i>	Asian American <i>(please provide a copy of certificate with application)</i>	Asian American	Minority Community <i>(51% or more Minority Community Served)</i>
Veteran	Native American <i>(please provide a copy of certificate with application)</i>	Native American	Other- Non Profit
Service Disabled Veteran	American Woman <i>(please provide a copy of certificate with application)</i>	American Woman	
Vietnam Veteran			
Women Owned			
Minority Owned Business			

- If you select a classification that is certified by a Federal or State agency, please provide a copy of your certification for each agency along with this application.
- To determine your Federal Size Standard, please access the U.S. Small Business Administration's website: <http://www.sba.gov/startup/index/what-is.html> or go to the SBA's <http://www.sba.gov/size> to look up your North American Industry Classification Systems (NAICS) Code and the qualifying number of employees or annual dollar amount. To register your business on the Central Contractor Registration (CCR) Website visit <https://www.bpm.gov/ccr/scripts/index.html>
- If you are using Federal Size Standards, please specify the codes used:
NAICS Code: _____ Number of Employees: _____ or Annual Amount: _____
- If you are not a State of Florida Certified Minority Business Enterprise and would like to download the application for certification of Minority Business Enterprise for the State of Florida and view the State of Florida's Eligibility criteria, please go the Office of Supplier Diversity's website at: <http://osd.dms.state.fl.us>.

COMPOSITE EXHIBIT "1"

University of South Florida

Invitation to Negotiate No. 12-007-PpB

Asbestos Abatement and Related Services

BY WHICH DELIVERY METHOD DO YOU PREFER TO RECEIVE PURCHASE ORDERS?

By which delivery method do you prefer to receive purchase orders?

Fax mail

Postal

Payment Discount Terms:

2% Net 10

Other: N/A

By which delivery method do you prefer to receive payment?

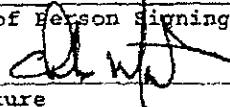
Check

Credit Card (USF Procurement Card)

Electronic Funds Transfer (EFT)
(To receive payments by Electronic Funds Transfer, please complete the attached Electronic Payment Authorization Form to start electronic payment process)

I certify that the information supplied herein, including all attachments, is correct to the best of my knowledge. I further certify that in doing business with the State of Florida my firm is in compliance with Chapter 112, Florida Statutes relating to conflict of interest (to review the Statute in full, visit <http://www.flsenate.gov/statutes>).

Charles W. Mowat
Name of Person Signing Application


Signature

President/COO
Title

5-23-12
Date

COMPOSITE EXHIBIT "1"

Form **W-9**
(Rev. December 2011)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

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

Name (as shown on your income tax return)

Lang Environmental, Inc.

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification:

Individual/sole proprietor C Corporation S Corporation Partnership Trust/estate

Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶

Exempt payee

Other (see instructions) ▶

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

6418 Nader Drive

City, state, and ZIP code

Tampa, FL 33610

Requester's name and address (optional)

List account number(s) here (optional)

Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number

			-			-			
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Note: If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Employer identification number

5	9	-	2	8	0	2	0	1	2
---	---	---	---	---	---	---	---	---	---

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here

Signature of U.S. person ▶

Paula Kelly

Date ▶ 2/13/2012

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

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.

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:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued).
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

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.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

COMPOSITE EXHIBIT "1"

Asbestos Abatement and Related Services

**BID OPENING DIRECTIONS TO
USF PURCHASING & PROPERTY SERVICES (INCLUDING P-CARD)
4202 E. Fowler Avenue, STOP AOC 200
Tampa, FL 33620-9000
(813) 974-2481**

1. Enter at the University's main entrance off of Fowler Avenue.
2. Pull into the USF Campus Information Center (building on your right that looks like a drive-through bank) and purchase a USF Daily Parking Permit for \$5.00 (permit prices subject to change without notice; contact Parking Services at (813) 974-4607 for updated pricing information).

NOTE: Parking permits are required in all non-metered spaces. Parking lots are monitored 24/7 and vehicles that are parked illegally will receive a citation.
3. Upon leaving the Campus Information Center, turn right onto Leroy Collins Boulevard and get into the left-hand turn lane.
4. Turn left at the traffic light on to USF Alumni Drive. Get in the right-hand lane.
5. Proceed down USF Alumni Drive through the traffic light at Beard Drive. At the next traffic light, make a right turn onto USF Magnolia Avenue. Continue to the third traffic light (corner of USF Magnolia Drive and USF Holly Drive).
6. At the light, make a right turn on to USF Holly Drive until the road makes a left turn and becomes USF Palm Drive.
7. Stay in the right-hand lane and turn right again on USF Holly Drive. On your right, you will see the Crescent Hill Parking Garage. Daily/Visitor parking is available in the garage on levels 1-4. If no spaces are open in the garage, go back to Palm Drive and turn left at the traffic light (just after you pass the USF Credit Union on your right.) Daily/Visitor parking is available in Lots 20, 44 or 43 (outlined in red on the map provided). **DO NOT PARK IN LOTS 13 OR 13T ADJACENT TO THE ANDROS CENTER.**
8. Once parked, walk (along the dotted line on the map provided) to the Andros Classroom Building located on the east side of the Andros Center and to the south of the Andros Pool. (Follow the dotted line on the map provided.)
9. Use the stairs at the west entrance to the Andros Classroom Building. USF Purchasing & Property Services is located on the second floor.
10. **NOTE: You may request a Campus Mail at the Campus Information Center. Do not forget to stop at the Campus Information Center to obtain a Daily parking permit prior to visiting Purchasing & Property Services.**

COMPOSITE EXHIBIT "1"



UNIVERSITY OF
SOUTH FLORIDA™

INVITATION TO NEGOTIATE

ASBESTOS ABATEMENT AND RELATED SERVICES

ITN# 12-007-PPB

UNIVERSITY OF SOUTH FLORIDA

The University of South Florida is requesting proposals from qualified firms interested in the University of South Florida Invitation to Negotiation for Asbestos Abatement and Related Services as further specified herein.

If you are interested in submitting a proposal, please note that the proposal needs to be submitted no later than 3:00 P.M., MAY 25, 2012. Any questions concerning this Invitation to Negotiate should be directed to Kathy Simmons, Manager, Physical Plant: kathy.s@adm1a.usf.edu .

University of South Florida
Purchasing and Property Services
4202 E. Fowler Avenue AOC 200
Tampa, Florida 33620-9000
<http://usfweb.usf.edu/purchasing/purch2.htm>

COMPOSITE EXHIBIT "1"

Attachment C



Lang Environmental, Inc.

February 20, 2015

Mr. Robbie Tiedeman
Facilities Manager
Public Buildings Division
555 West 44th Street
Jacksonville, Florida 32208
Via E-Mail: Tiederman@COJ.net

Reference: JFRD Warehouse -Structural Upgrades Project
909 Haines Street
Jacksonville, FL 32206
Lead Based Paint Abatement, Lead Painted Component Demolition,
Asbestos Transite Roofing & Wall Panel Abatement and Disposal
Bid Number- 14-DB-099

Dear Mr. Tiedeman,

Lang Environmental Inc. (LEI) is pleased to submit this Agreed State of Florida Contract pricing to perform professional Lead Based Paint and Asbestos abatement services for the above-referenced project. As we understand, you are requesting from our firm to perform the removal of various areas of lead based paint coatings and components, along with non regulated asbestos-containing building materials (ACBM) and selective demolition as needed, as the scope of work for the property mentioned above.

The scope of work including the associated quantity take-offs were obtained during our site visit on February, 16th through the 18th, 2015, along with the Aerostar lead based paint and asbestos survey reports and the architectural and structural drawings provided. In this proposal, we have included a brief description of our scope of work along with the associated unit rate costs required for completion of this project as qualified in our subsequent correspondences.

Scope of Work:

1. Submit a "Courtesy" EPA NESHAPS "Notice of Asbestos Demolition Project" form to the local Environmental Protection Agency (EPA) office.
2. Provide a copy of all applicable "Pre-Job" submittals including, but not limited to the following; copies of LEI's State of Florida Asbestos Abatement Contractor license, insurance certificates, schedule for completion, EPA AHERA Asbestos Supervisor and Worker training certifications, Lead Supervisor and Worker training certifications, and copies of OSHA-required medical surveillance/personnel clearances, respirator training, and fit testing documentation.
3. Post lead work or asbestos "Danger" warning signs and barrier tape around the perimeter of the contained work area to notify all personnel of lead based paint or asbestos abatement activities.

*Environmental
Restoration*

• Environmental

• Environmental

• Environmental

• Environmental

• Environmental

• Environmental

• Environmental

*General
Contracting*

• Environmental

• Environmental

• Environmental

• Environmental

Tampa
6418 Badger Drive
Tampa, Florida 33610-2004
(813) 622-8311
Fax (813) 623-6012

Jacksonville
(904) 237-6269
Fax (813) 623-6012

WWW.LEI.CO

COMPOSITE EXHIBIT "1"

*JFRD Warehouse Structural Upgrades Project
Lead Based Paint & Asbestos Abatement
909 Haines Street Jax, FL
February 20, 2015
Page 2*

Scope of Work (Cont.):

4. Supply and install a individual work areas as required to properly segregate the abatement work areas from the other building spaces. Includes the installation of one (1) layer of 6-mil polyethylene sheeting below the affected abatement areas and as protective ground cover for the exterior portion of work.
5. Remove and dispose of the following approximate quantities of existing non-friable asbestos-containing materials;

Item Description	Units	Unit Type	Location
Transite Wall Panels	114	Square Feet	Warehouse #5 over partition wall to overhead beam
Transite Wall Panels	900	Square Feet	Warehouse canopy roofing system bottom layer with lightweight concrete

6. During and after removal work, the work areas will be HEPA vacuumed and/or wet wiped as appropriate and encapsulated to lockdown any remaining fibers.
7. All designated bags of asbestos waste will be stored in lockable vehicles, trailers, or dumpsters on-site and then transported to a licensed "Asbestos Landfill" facility.
8. Remove and dispose of the following approximate quantities of existing lead based paint coatings and demolition of components with lead based paint;

Item Description	Units	Unit Type	Location
Demolish canopy frame with LBP	384	Square Feet	Warehouse dock area
Demolish wooden garage doors and tracks with LBP	900	Square Feet	Warehouse canopy roofing system bottom layer with lightweight concrete
Needle scale LBP on bar joists and beams for kickers and "X" bracing installation	650	Each	Throughout roof of warehouse and office
LBP on walls for steel angle and columns installation	286	Square Feet	Mezzanine levels floor and center bldg areas at CMU walls in warehouse
Needle scale LBP from column flanges for columns at overhead door	80	Square Feet	At new overhead door columns reinforcing 8x4 steel
Needle scale LBP from columns at roof beams and floor slab for welds and cladding	160	Each	Throughout roof and ground of warehouse
Remove window frames and mullions at high windows with LBP	145	Each	Throughout warehouse
Needle scale bottom of beam for block rebar welds	290	Square Feet	At high windows header beam

COMPOSITE EXHIBIT "1"

*JFRD Warehouse Structural Upgrades Project
Lead Based Paint & Asbestos Abatement
909 Haines Street Jax, FL
February 20, 2015
Page 3*

Scope of Work (Cont.):

Item Description	Units	Unit Type	Location
Demolish LBP coated plaster in office area for 9 each new columns	243	Square Feet	Office exterior walls
Demolish GWB walls at warehouse column bases and tops	200	Square Feet	Warehouse demising walls at various locations
Demolish GWB walls at 3 old garage doors	200	Square Feet	Warehouse East wall
Needle scale LBP from column flanges for columns at overhead door new canopy plates	30	Square Feet	At new overhead door columns existing columns
Demolish HVAC ductwork at 3 old garage doors	3	Each	Warehouse East wall
Needle scale LBP from overhead door exterior frames for new angle iron welds	30	Square Feet	Warehouse East wall

9. After removal is completed, the work areas will be HEPA vacuumed and/or damp wiped with TSP as appropriate.
10. LEI will perform personal exposure monitoring of a minimum of 25% of the designated workforce for compliance with OSHA 29 CFR 1926.1101.
11. All lead based paint coatings debris shall be placed in drums or dumpsters and TCLP tested to determine proper disposal methods. Any waste testing above the threshold for non hazardous waste disposal shall be drummed and disposed of an appropriate hazardous waste facility.
12. Provide a copy of all applicable "Post-Job" submittals including, but not limited to the following; copies of LEI's Daily Work logs, Exposure Logs, OSHA personal air monitoring results, and a copy of the applicable asbestos waste manifest/waste shipment receipt forms.

Work By Others:

- Provide a source of water and electricity as needed for use during removal operations at no cost to the abatement contractor.
- Security of the work area during non-working hours.
- Any required air monitoring for containment clearances or daily work area monitoring.

COMPOSITE EXHIBIT "1"

*JFRD Warehouse Structural Upgrades Project
Lead Based Paint & Asbestos Abatement
909 Haines Street Jax, FL
February 20, 2015
Page 4*

Safety & Quality Control Program:

- Lang Environmental has an active safety program with a dedicated safety manager who will monitor the project and conduct weekly safety meetings, as appropriate. As well our supervision personnel have OSHA 10 hour safety training.
- Lang Environmental has instituted a "Drug Free Work Place" Program, in accordance with State of Florida requirements.
- Personnel air monitoring analysis will be performed by an independent testing laboratory.
- All personnel working on this project will have pre-employment physicals, and have the medical examinations available for your review, in accordance with OSHA requirements.
- The supervisor for this project will have completed the one week "Asbestos Abatement Project Management and Supervision" This is in accordance with State of Florida legislation.
- All personnel working on this project will have completed a training program covering the key aspects of asbestos and lead based coatings safe removal practices.
- All personnel shall complete a respirator training program as part of their overall training. All personnel shall wear disposable protective coveralls for removal and disposal operations, and shall wear the appropriate respirator for removal.
- All personnel will complete a certificate of worker's release form, outlining his understanding of the risks associated with asbestos and lead based paint removal.

Insurance:

Lang Environmental will provide a \$1 million Occurrence policy for asbestos special liability insurance and also a \$1 million policy for general liability, automobile and workers compensation. Additionally, we also have a \$5 Million dollar excess liability policy.

Documentation:

Lang Environmental will assure that the owner receives all required documentation for any project. The documentation may consist of EPA notification, insurance, landfill receipts, daily logs, OSHA air monitoring results, etc. will be submitted to the client after the project is completed.

COMPOSITE EXHIBIT "1"

*JFRD Warehouse Structural Upgrades Project
Lead Based Paint & Asbestos Abatement
909 Haines Street Jax, FL
February 20, 2015
Page 5*

Licensing:

Lang Environmental has met all of the requirements for certification as a Hazardous Materials Remediation firm, as well as a State of Florida licensed Asbestos Contractor (CJ CO46268), EPA Lead Based Paint Abatement Contractor (FL# 2232-1). We are also a State of Florida licensed Class "A" General Contractor (CG CA23888), Mechanical Contractor (CMC-056805) and Mold Remediation Contractor (MRSR-2399).

Pricing:

Lang Environmental will supply all permits, transportation, labor, materials, equipment, OSHA monitoring records, disposal of asbestos containing materials and insurance required to complete the above-mentioned scope of work in accordance with the Agreed State Contract Pricing (USF 12-007 PBB) on the attached pages.

Schedule for Completion:

The above-referenced scope of work and overall pricing is based on completion of all asbestos and lead based paint abatement work activities during one (1) mobilization and up to twenty five (25) straight time workdays on site.

Invoicing & Terms:

Payment terms are net 30 days from the date of the invoice.

Lang Environmental Inc. appreciates the opportunity to submit this bid proposal to City of Jacksonville Public Buildings Division.

Should you have any questions, please do not hesitate to contact me at (904) 237-6269.

Sincerely,
David Blankenship

(Digitally Signed)
David Blankenship
Project Manager
Lang Environmental Inc.

client2
.xohm
Digitally signed by
David Blankenship
DN: cn=David Blankenship,
o=Lang Environmental Inc.,
ou=Lang Environmental Inc.,
c=US

COMPOSITE EXHIBIT "1"

LANG ENVIRONMENTAL, INC.

2/20/2015

CITY OF JACKSONVILLE

Attn: ROBBIE TIEDERMAN

Work Area: JFRD WAREHOUSE LEAD BASED PAINT IMPACTED AREAS

Description: LEAD BASED PAINT, ASBESTOS TRANSITE ABATEMENT AND LBP DEMOLITION

USF Contract # 12-007 PBB

MANHOURS	ESTIMATED QUANTITY	UNIT	UNIT PRICE	EXTENDED TOTAL
Supervisor	200	HRS	\$0.01	\$2.00
Foreman		HRS	\$0.01	
Worker	1020	HRS	\$29.50	\$30,090.00
MOBILIZATIONS				
Tampa Campus		EA	\$0.01	
St. Petersburg Campus		EA	\$0.01	
Sarasota		EA	\$0.01	
CONTAINMENT INSTALL / BREAKDOWN				
Full containment		SF	\$0.01	
Full decontamination unit		EA	\$0.01	
BULK REMOVAL, ENCAP, & DISPOSAL				
Replace Gypsum Wall		EA		
2'x4' Suspended ceilings		SF	\$0.01	
Hidden spline ceiling		SF	\$0.01	
Built-up roofing material	900	SF	\$0.01	\$9.00
Flashing material		SF	\$0.01	
Ducting material		SF	\$0.01	
Vibration dampers		SF	\$0.01	
Floor tile		SF	\$0.01	
Floor tile with mastic		SF	\$0.01	
Vinyl sheeting		SF	\$0.01	
Vinyl sheeting with mastic		SF	\$0.01	
T.S.I.-(PIPE INSULATION)				
Less than 6" diameter		LF	\$0.01	
Less than 6" diameter with metal jacket		LF	\$0.01	
6" to 12" diameter		LF	\$0.01	
6" to 12" diameter with metal jacket		LF	\$0.01	
Greater than 12" diameter		LF	\$0.01	
Greater than 12" diameter with metal jacket		LF	\$0.01	
External wrap or coating		LF	\$0.01	
Insulation on tank		LF	\$0.01	
SURFACE MATERIAL				
Flat scrape with plaster substrate to remain		SF	\$0.01	
Flat scrape with sheetrock to remain		SF	\$0.01	
Removal including plaster substrate		SF	\$0.01	
Removal including sheetrock substrate		SF	\$0.01	
Scrape on concrete plaster decking		SF	\$0.01	
Scrape on concrete sheetrock decking		SF	\$0.01	
Scrape on corrugated decking		SF	\$0.01	
Beam scrape (SF of beam)		SF	\$0.01	
Joist scrape (LF of joist)		SF	\$0.01	
SMALL SCALE - MEET REQ'T OF SECTION 2083				
Glovebag with removal (ie, piping fitting removal)		EA	\$0.01	
Mini-enclosure removal		EA	\$0.01	
SOIL REMOVAL				
ACM Contaminated soil (per 2" deep)		SF	\$0.01	
Vec-Loader (for all areas > 1,000 SF)		HRS	\$0.01	
TRANSITE REMOVAL				
1/8" Flat Sheets		SF	\$0.01	
1/4" Corrugated Sheets	1014	SF	\$0.01	\$10.14
OTHER MISC ITEMS - IF REQUIRED				
ACM Disposal fee (Cost per ton)	1	TN	\$0.01	\$0.01
Saw Cut Block Brick Walls		EA	\$0.01	
LEAD BASE PAINT REMOVAL				
LBP Floors and walls		SF	\$0.01	
LBP Metal poles less than 6"		LF	\$0.01	
LBP Metal poles greater than 6"	160	LF	\$0.01	\$1.60
LBP Window Frames				

COMPOSITE EXHIBIT "1"

LANG ENVIRONMENTAL, INC.

2/20/2015

CITY OF JACKSONVILLE

Attn: ROBBIE TIEDERMAN

Work Area: JFRD WAREHOUSE LEAD BASED PAINT IMPACTED AREAS

Description: LEAD BASED PAINT, ASBESTOS TRANSITE ABATEMENT AND LBP DEMOLITION

USF Contract # 12-007 PBB

	ESTIMATED		UNIT	EXTENDED
Exterior - Wood		EA	\$0.01	
Exterior - Metal	146	EA	\$0.01	\$1.46
Interior - Wood		EA	\$0.01	
Interior - Metal		EA	\$0.01	
LBP Door frames				
Exterior - Wood	3	EA	\$0.01	\$0.03
Exterior - Metal		EA	\$0.01	
Interior - Wood		EA	\$0.01	
Interior - Metal		EA	\$0.01	
LBP Clean-up	985	SF	\$0.01	\$9.85
LBP Stairwells				
Exterior - Wood		SF	\$0.01	
Exterior - Metal		SF	\$0.01	
Interior - Wood		SF	\$0.01	
Interior - Metal		SF	\$0.01	
LBP Wet-scrape				
Exterior - Wood		SF	\$0.01	
Exterior - Metal	276	SF	\$0.01	\$2.76
Interior - Wood		SF	\$0.01	
Interior - Metal		SF	\$0.01	
LBP Component removal				
Exterior - Wood	330	SF	\$0.01	\$3.30
Exterior - Metal	384	SF	\$0.01	\$3.84
Interior - Wood		SF	\$0.01	
Interior - Metal		SF	\$0.01	
LBP Encapsulation		SF	\$0.01	
LBP Disposal (55- Gallon Drum)	1	EA	\$0.01	\$0.01
	SUB-TOTAL			\$30,134.00

COMPOSITE EXHIBIT "1"

Lang Environmental, Inc.
 CITY OF JACKSONVILLE
 Attn: ROBBIE TIEDERMAN

2/20/2015

Work Area: JFRD WAREHOUSE LEAD BASED PAINT IMPACTED AREAS

Description: LEAD BASED PAINT, ASBESTOS TRANSITE ABATEMENT AND LBP DEMOLITION

USF Contract #12-007 PBB

DESCRIPTION	EST. QTY	UNIT	EST. QTY	UNIT	UNIT PRICE	EXTENDED TOTAL
EQUIPMENT						
Mobile decontamination unit		EA		DA	\$95.00	
Storage van (40')		EA		DA	\$90.00	
Cargo Van/Truck	1	EA	25	DA	\$175.00	\$4,375.00
Tractor for 26' trailer		EA		DA	\$75.00	
Cargo trailer (7'x16')	1	EA	25	DA	\$95.00	\$2,375.00
Cargo trailer (8'x26')		EA		DA	\$95.00	
Office Trailer		EA		DA	\$60.00	
2000 CFM HEPA air filtration unit		EA		DA	\$90.00	
2 HP HEPA vacuum	3	EA	25	DA	\$75.00	\$5,625.00
4 HP HEPA vacuum		EA		DA	\$85.00	
Needle Gun with HEPA	3	EA	25	DA	\$95.00	\$7,125.00
Grinder with HEPA	2	EA	25	DA	\$85.00	\$4,250.00
Single shower unit		EA		DA	\$125.00	
Shower Filter Pump		EA		DA	\$80.00	
Airless sprayer		EA		DA	\$95.00	
Neg-pressure recorder		EA		DA	\$95.00	
King pump		EA		DA	\$125.00	
Personnel monitoring pump	1	EA	25	DA	\$48.00	\$1,200.00
Vec-Loader		EA		DA	\$1,200.00	
Shredder (for vec-loader)		EA		DA	\$250.00	
Electric generator - 4 KW		EA		DA	\$65.00	
Electric generator - 15 KW		EA		DA	\$165.00	
Transformer		EA		DA	\$95.00	
Power panel		EA		DA	\$75.00	
Pressure washer		EA		DA	\$75.00	
Water heater		EA		DA	\$40.00	
Georgia Bucket		EA		DA	\$50.00	
Floor tile -mastic scrubber		EA		DA	\$160.00	
Floor tile -mastic razor cutter		EA		DA	\$135.00	
Floor tile machine		EA		DA	\$90.00	
Floor Tile - Turbo Stripper		EA		DA	\$135.00	
Floor Tile - Motor Stripper		EA		DA	\$550.00	
Scaffolding Tube&Clamp		EA		DA	\$150.00	
Scaffolding (5'x7') - Setup		EA		DA	\$225.00	
Baker Scaffolding - Setup		EA		DA	\$130.00	

Equipment Total	=	\$24,950.00
MH & Materials Total	=	\$30,134.00

TOTAL ESTIMATE	\$55,084.00
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DESCRIPTIONS (Continued from Page 1)

Forms under ECPO152718313

- Blanket Additional Insured Endorsement on a Primary/Noncontributory Basis if required by written contract and subject to all terms, conditions, and exclusions of the policy form ECP 1004 04 10 (does not include mold remediation coverage)
- Blanket Waiver of Subrogation if required by written contract and subject to all terms, conditions, and exclusions of the policy form ENV 2004 09 06
- 30 Notice of Cancellation form ENV 2217 07 07

Forms under BAP152718613

- Blanket Additional Insured Endorsement if required by written contract and subject to all terms, conditions, and exclusions of the policy form ENV 2223 04 08
- Blanket Waiver of Subrogation if required by written contract and subject to all terms, conditions, and exclusions of the policy form ENV 2222 04 08
- 30 Notice of Cancellation form ENV 2217 07 07

Forms under WCA152718513

- Blanket Waiver of Subrogation if required by written contract and subject to all terms, conditions, and exclusions of the policy form WC00 03 13 04 84

EXA9UP514 - Follows Form on Underlying policies.

NOTICE:

Bouchard Insurance is required to comply with the licensing agreement we hold with ACORD. ACORD, in conjunction with the Department of Insurance, creates and enforces the rules and regulations pertaining to proper use of the Certificate of Liability Insurance form.

Certificate is a reflection of the current coverages provided for the insured. Limits and coverages are afforded to the certificate holder only if required by written contract.

Dwyer-Frazee, Ivy


From: Dwyer-Frazee, Ivy
Sent: Wednesday, April 01, 2015 2:34 PM
To: 'GailG@L-E. CC (GailG@L-E.CC)'
Cc: Flores, Luis; Bellavia, Caryn; Dwyer-Frazee, Ivy; McCain, James
Subject: Lang Environmental
Attachments: LangEnv.AsbestorServ.Piggyback.032415.pdf

Attached please find the above referenced Contract. Once you have had a chance to review, if it meets with your approval, print out two originals, sign on behalf of the company (having that signature witnessed/attested in the spaces provided) and return to me at the address listed below.

Do not date the contract as that will be done by me as part of the City's execution process. Once the contract has been fully executed, I will return one original to you via U.S. Mail. I will send parties of record a pdf. The corporation secretary will retain an original for its files.

Should you have any questions or concerns, please feel free to contact me or James R. McCain, Jr. directly at 904-630-7130.

Thank you, Ivy

Ivy L. Dwyer-Frazee 

Legal Assistant to:
James R. McCain, Jr.,
Corporation Secretary and Assistant General Counsel
Office of General Counsel
117 W. Duval Street, Suite 480
Jacksonville, FL 32202
904-630-1212, ext. 5743
904-630-1731 (fax)
Email: jdfrabee@coj.net
www.coj.net

Please consider our environment before you print. Thank you!

**ADMINISTRATIVE AWARD
BID No.: PXF-0108-15**

DESCRIPTION OF GOODS/SERVICES: Recommend approval of award to piggyback the University of South Florida contract ITN NO: 12-007-PPB with Lang Environmental, Inc., for Asbestos and Related Services. Total estimated expenditure not-to-exceed \$55,084.00. This is a one-time purchase.

Funding for this award to be encumbered by account: FRCP331F5250-06505-FRE043-14-FR0049-02 to be executed by formal contract through Office of General Counsel.

FOR AGENCY/DEPARTMENT: Department of Public Works/Public Works Division

REQUISITION NUMBERS: N/A

NUMBER FIRMS SOLICITED: **NUMBER FIRMS BIDDING:**

REASON FOR LESS THAN REQUIRED MINIMUM SOLICITATION/QUOTATION:
Piggyback per Procurement Manual 126.211

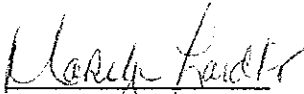
RECOMMEND AWARD TO: Lang Environmental, Inc.

CONCURRENCE BY: Luis F. Flores, Chief, Public Buildings Division

PRICE: \$55,084.00

TERMS: Net 30

REASON FOR NOT ACCEPTING LOW BID:


Analyst

3/19/15
Date


Manager of Purchasing Services

3/19/15
Date

APPROVAL:


Gregory Pease, Chief, Procurement Division

3/20/15
Date