

10103-01

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

THIS AGREEMENT is made and entered into in duplicate this 15 day of June, 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 ACITY@), and LANG ENVIRONMENTAL, INC. (hereinafter the AContractor@), a Florida profit corporation with principal office at 6418 Badger Drive, Tampa, Florida 33610-2004, for asbestos abatement and related services for various public buildings.

RECITALS:

WHEREAS, effective September 21, 2012, the University of South Florida Board of Trustees, a public body corporate of the State of Florida, made and entered into University of South Florida Contract No. 12-007-PPB with Lang Environmental, Inc. (hereinafter the "USF Contract"), attached hereto as **Exhibit A** and incorporated herein by this reference, for asbestos abatement and related services; and

WHEREAS, said USF Contract is in full force and effect until September 30, 2016, and has been competitively procured and awarded by the University of South Florida Board of Trustees as contracting authority according to law; and

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

WHEREAS, the USF Contract is broad enough to allow CITY to procure asbestos abatement and related services (hereinafter the "Services@) for the Public Buildings Division and Contractor has agreed to allow CITY to use the USF Contract; and

WHEREAS, it is in the best interests of the parties to use the USF Contract for procurement of the Services and to add those contractual provisions 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 according to the provisions of the USF Contract and its exhibits, amendments, work descriptions, and quotations. The payment schedule and prices are more specifically set forth in the Price Schedule, attached hereto as **Exhibit B** and incorporated herein by this reference.

ARTICLE 3: Coordination and Services Provided by CITY

CITY shall designate for the procurement of the Services a Project Coordinator who will, on behalf of CITY, coordinate with Contractor and administer this Agreement according to the terms and conditions contained herein and in the exhibits attached hereto and made a part hereof. It shall be the responsibility of Contractor to coordinate all purchases of the Services with the designated Project Coordinator. CITY's Project Coordinator shall be Carleton Knotts, Public Buildings Facility Manager (Office: 904 633-4063; Cell: 904 813-0717; Email: cknotts@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 to September 30, 2016, unless sooner terminated as provided in **Exhibit A**. This Agreement may be extended to accommodate any needed change orders or extensions of time. During the term of the Agreement, the Services pricing 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. CITY will compensate Contractor for the Services purchased hereunder in accordance with purchase orders issued and used by the City of Jacksonville Procurement Division; *provided however*, payment invoices 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.

5.2. Notwithstanding any contrary provision in **Exhibit A**, the maximum indebtedness of the CITY for all fees, reimbursable items, or other costs for the Services sold by Contractor to CITY pursuant to this Agreement shall not exceed the sum of SEVEN THOUSAND THREE HUNDRED FOURTEEN and 25/100 USD (\$7,314.25).

ARTICLE 6: Notice

Notice to CITY under this Agreement shall be delivered by certified mail, return receipt requested, or by other delivery with receipt to the following:

Carleton Knotts
Public Buildings Facility Manager
City of Jacksonville, Florida
555 West 44th Street
Jacksonville, Florida 32208

Gregory Pease, Chief
Procurement
Ed Ball Building
214 North Hogan Street, 8th Floor
Jacksonville, Florida 32202

Notice to Contractor under this Agreement shall be delivered by certified mail, return receipt requested, or by other delivery with receipt to the following:

David Blakenship
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 the sale of 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 purchases contemplated in this Agreement. If any of the obligations of this Agreement are to be performed by a subcontractor, the provisions of this Article 7 shall be incorporated into and become a part of the subcontract.

ARTICLE 8: 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 CITY, to the extent the parties are aware of the same.

ARTICLE 9: Prompt Payment

As required by Chapter 126, Part 6, *Ordinance Code* (provided however, if Contractor does not use JSEB or MBE subcontractors, as identified below, this Article 9 shall not apply):

9.1 *Generally.* When Contractor receives payment from CITY for labor, services, or materials furnished by subconsultants or subcontractors and suppliers hired by Contractor, Contractor shall remit payment due (less proper retainage) to those subconsultants, subcontractors, and suppliers within fifteen (15) calendar days after Contractor=s receipt of payment from CITY. Nothing herein shall prohibit Contractor from

disputing, pursuant to the terms hereof, all or any portion of a payment alleged to be due to its subconsultants, subcontractors, and suppliers. In the event of such dispute, Contractor may dispute the disputed portion of any such payment only after Contractor has provided notice to CITY and to the subconsultant, subcontractor, and supplier whose payment is in dispute, which notice shall: (i) be in writing; (ii) state the amount in dispute; (iii) specifically describe the actions required to cure the dispute; and, (iv) be delivered to CITY and said subconsultant, subcontractor, or supplier within ten (10) calendar days after Contractor=s receipt of payment from CITY. Contractor shall pay all undisputed amounts due within the time limits imposed by this article.

9.2. *Jacksonville Small Emerging Business Enterprise (AJSEB@) and Minority Business Enterprise (AMBE@) Participation.* Notwithstanding Chapter 126, Part 6, *Ordinance Code*, Contractor shall pay all contracts awarded with certified JSEB=s and MBE=s, as defined therein, their pro rata share of their earned portion of the progress payments made by CITY under this Agreement within seven (7) business days after Contractor=s receipt of payment from CITY (less proper retainage). The pro rata share shall be based on all work completed, materials and equipment furnished, or services performed by the certified JSEB or MBE at the time of payment. As a condition precedent to progress and final payments to Contractor, Contractor shall provide to CITY with its requisition for payment, documentation that sufficiently demonstrates that Contractor has made proper payments to its certified JSEB=s or MBE=s from all prior payments Contractor has received from CITY. Contractor shall not unreasonably withhold payments to certified JSEB=s and MBE=s if such payments have been made to Contractor. If Contractor withholds payment to its certified JSEB=s or MBE=s, which payment has been made by CITY to Contractor, Contractor shall return said payment to CITY. Contractor shall provide notice to CITY and to the certified JSEB=s or MBE=s whose payment is in dispute, which notice shall: (i) be in writing; (ii) state the amount in dispute; (iii) specifically describe the actions required to cure the dispute; and, (iv) be delivered to CITY and said JSEB=s or MBE=s within five (5) calendar days after Contractor=s receipt of payment from CITY. Contractor shall pay all undisputed amounts due within the time limits imposed in this Article 9. The failure to pay undisputed amounts to the JSEB=s or MBE=s within seven (7) business days shall be a breach of this Agreement, compensable by one per-cent (1%) of the outstanding invoice being withheld by CITY, not as a penalty but as liquidated damages to compensate for the additional contract administration by CITY.

9.3. *Third Party Liability.* The Prompt Payment requirements hereunder shall in no way create any contractual relationship or obligation between CITY and any subconsultant, subcontractor, supplier, JSEB, MBE, or any third party or create any CITY liability for Contractor=s failure to make timely payments hereunder. However, Contractor=s failure to comply with the Prompt Payment requirements shall constitute a material breach of Contractor=s contractual obligations to CITY. As a result of said breach, CITY, without

waiving any other available remedy it may have against Contractor, may (i) issue joint checks and (ii) charge Contractor a 0.2% daily late payment interest charge or the charges specified in said Chapter 126, *Ordinance Code*, for JSEB=s or MBE=s and in Chapter 218, Florida Statutes, for non-JSEB=s or non-MBE=s, whichever is greater.

ARTICLE 10: Limitations of Liability

Neither CITY nor Contractor shall be liable for any speculative or unforeseeable damages under any theory of relief, including, without limitation, breach of warranty, breach of contract, tort (including negligence), strict liability, or otherwise, arising out of or related to CITY's or Contractor's acts or omissions. For all other damages arising out of or related to this Agreement, Contractor will not be liable for more than 200% of the amount equivalent to the fees paid and payable by CITY to Contractor under this Agreement. The foregoing limitations of liability do not apply to (i) injury to third parties and third party property, (ii) claims arising under any of the indemnity or warranty provisions of this Agreement, or (iii) claims covered by any insurance policies or bonds required under this Agreement up to the amount of the required coverage. These limitations of liability are in no way to be construed as a waiver or limitation by CITY of its sovereign immunity accorded by the Florida Constitution as codified in § 768.28, Florida Statutes.

ARTICLE 11: Non Discrimination

As required by Section 126.404, *Ordinance Code*, 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. 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 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. Contractor agrees that if any of the Services to be provided pursuant to this Agreement 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: Governing Law/Venue

This Agreement is governed by the laws of the State of Florida and the ordinances of the City of Jacksonville. Venue for any action arising under this Agreement shall lie exclusively in the appropriate state court in Duval County, Florida.

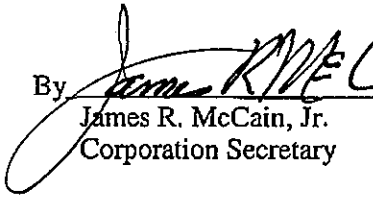
ARTICLE 13: Counterparts:

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.

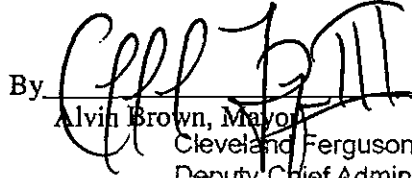
IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

ATTEST:

CITY OF JACKSONVILLE:

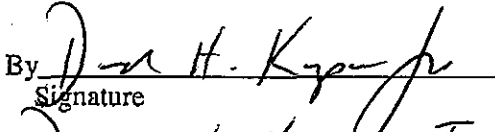
By 
James R. McCain, Jr.
Corporation Secretary

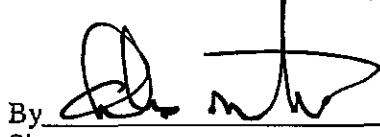


By 
Alvin Brown, Mayor
Cleveland Ferguson III
Deputy Chief Administrative Officer
For: Mayor Alvin Brown
Under Authority of:
Executive Order No. 2015-01

WITNESS:

LANG ENVIRONMENTAL, INC.

By 
Signature
David H. Koopman Jr.
Type/Print Name
Project Manager
Title

By 
Signature
Charles Mowat
Type/Print Name
President
Title

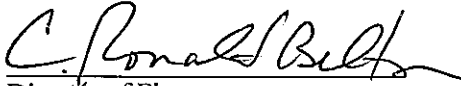
Encumbrance and funding information for internal City use:

Account PWCP315PB562-06505-PW0079-01

Total Amount. . . \$7,314.25

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 one (1) or more subsequently issued Purchase Order(s) that must reference the foregoing Contract. All financial examinations and fund control checking will be made at the time such Purchase Order(s) are issued.

In accordance with Section 24.103(e), of 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; provided however, this certification is not nor shall it be interpreted as an encumbrance of funding under this Contract. Actual encumbrance(s) shall be made by subsequent purchase order(s) as specified in said Contract.


Director of Finance
City Contract # 10103-01
PB

Approved as to form:

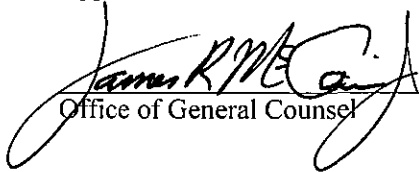

Office of General Counsel

Exhibit A
USF Contract

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 (45 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 request pending established pursuant to Section 251.13, Florida Statute, for 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 invoice. The request procedure applies to all other periods in which late payment is defined by the University's procedures.

When the University receives invoices reflecting completed goods and services, and the invoice reflects that the work was properly started, the University will determine the date of service completion, duration of services, and materials 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 rendered 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 preparator errors will result in a delay of the payment. In such cases, the invoice payment requirements of the contract will apply. Completed invoices will be provided to the University.

Vendor can 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, ACC 200, Tampa, Florida 33620

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 actions of war, riots, epidemics, epidemics, or other circumstances beyond the reasonable control of either party or beyond either party's control. The University shall not be liable for default, delay or failure to perform on the part of the Vendor 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 actions of war, riots, epidemics, epidemics, or other circumstances beyond the reasonable control of either party or beyond either party's control.

Entirety

This Agreement is intended to constitute the entire agreement. This agreement may be amended throughout the project to accommodate any needed change orders or extension of time

10. Amendments

Any amendments to this Agreement shall be in writing and shall be signed and dated by the parties to this Agreement to be effective.

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

4/29/2015

Work Area: CITY OF JACKSONVILLE HEALTH DEPT

Description: ASBESTOS MASTIC ABATEMENT AND FLOORING 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	3	DA	\$175.00	\$525.00
Tractor for 26' trailer		EA		DA	\$75.00	
Cargo trailer (7'x16')	1	EA	3	DA	\$95.00	\$285.00
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	1	EA	3	DA	\$75.00	\$225.00
4 HP HEPA vacuum		EA		DA	\$85.00	
Needle Gun with HEPA		EA		DA	\$95.00	
Grinder with HEPA		EA		DA	\$85.00	
Single shower unit		EA		DA	\$125.00	
Shower Filter Pump		EA		DA	\$80.00	
Airless sprayer	1	EA	3	DA	\$95.00	\$285.00
Neg-pressure recorder		EA		DA	\$95.00	
King pump		EA		DA	\$125.00	
Personnel monitoring pump	1	EA	3	DA	\$48.00	\$144.00
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	1	EA	3	DA	\$50.00	\$150.00
Floor tile -mastic scrubber	1	EA	3	DA	\$160.00	\$480.00
Floor tile -mastic razor cutter	1	EA	3	DA	\$135.00	\$405.00
Floor tile machine		EA		DA	\$90.00	
Floor Tile - Turbo Stripper		EA		DA	\$135.00	
Floor Tile - Motor Stripper	1	EA	3	DA	\$550.00	\$1,650.00
Scaffolding Tube&Clamp		EA		DA	\$150.00	
Scaffolding (5'x7') - Setup		EA		DA	\$225.00	
Baker Scaffolding - Setup		EA		DA	\$130.00	

Equipment Total	=	\$4,149.00
MH & Materials Total	=	\$3,165.25

TOTAL ESTIMATE	\$7,314.25
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Asbestos Abatement and Related ServicesSection II: Special Conditions - Continued34. 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

If 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. Indemnification

Contractor shall defend, hold harmless and indemnify the Vendor, its officers, directors, employees, the best of his knowledge and belief of individual employees by law or subcontracted by him has an immediate relation to any employee of the University who was directed 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

The Vendor shall not commence any work or contracts with this contract until obtaining all required all of the following types of insurance and having such insurance approved by the University. The Vendor shall obtain all such insurance in compliance with the following conditions: (1) all such insurance required by the subcontracted shall be maintained; (2) its name policies shall be with insurers qualified to do business in Florida; (3) The Vendor shall issue to 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.

Asbestos Abatement and Related ServicesSection II: Special Conditions - Continued41. 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.

- B. 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 project as defined in the Contractor's Auto Insurance split limits which comply with the Florida Workers Compensation Law. In case any class of employees engaged in 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.

Bodily Injury by Accident	\$100,000.00 Each Accident
Bodily Injury by Disease	\$100,000.00 Each Employee
Bodily Injury by Disease	\$100,000.00 Policy Limit

Coverage for asbestos abatement work shall include Auto Insurance under Statute, Worker's Compensation Insurance and Employer's Liability Insurance.

Asbestos Abatement and Related Services

Section II: Special Conditions - Continued

41. Insurance - Continued

B. 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	\$1,000,000.00
Other than Products-Completed Operations	\$1,000,000.00

The above limits of liability shall apply to the entire contract period.

Each policy shall contain the following terms, conditions, coverages, exclusions, limitations, and other provisions of such insurance as purchased by awarded contractor. The 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.

The awarded contractor shall provide the following information to the University:

1. Name of the insurer, the policy number and the effective date and termination date of the insurance; 2. Name of the insured awarded contractor, the University 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 of the insurance.

4. 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.

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 IFN, 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 financially or civilly charged by a governmental entity with commission of offenses; and has not within a three-year period preceding this offer had a contract terminated for default by any Federal, State, or local agency or department.

45. Debarred Vendor

An entity or affiliate who has been placed on the "Convicted Vendor List" may not submit a IFN on a contract to provide goods or services to a public entity. Any person or affiliate who has been placed on the "Convicted Vendor List" may not submit a IFN on a contract with a public entity for the construction or repair of a public building or public work. Any person or affiliate who has been placed on the "Convicted Vendor List" 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. Subcontracting Contractual Services

This IFN package comprises, in full, with all regulations, the entire contract. The IFN shall serve as a visible 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.

Asbestos Abatement and Related ServicesSection II: Special Conditions - Continued47. 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 venturers or any similar relationship between the parties herein. The installing Vendor is the agent or representative of the University for any purpose in any manner whatsoever. Vendor is not authorized to bind the 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.

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 mnath1sl@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 MBEs

Non-Certified MBEs

- MBE, MV-P, African-American
- MBE, MV-S, Hispanic American
- MBE, MV-J, Asian Hawaiian
- MBE, MV-F, Native American
- MBE, MV-H, American Woman
- MBE, MV-XI, Service Disabled Veteran (certified)

- 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-F, American Woman

The University's Minority Supplier Diversity Certified Small Business (MSB) program is a commercial organization whose sole direction is to provide, as of least, 10 percent of its sales to minority-owned and women-owned and service disabled veteran-owned businesses.

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 ION. USF at its sole discretion will select the proposal it deems is in the best interests of USF.

Asbestos Abatement and Related ServicesSection II: Special Conditions - Continued57. 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 contractor shall provide a toll free telephone number for the duration of the contract.

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 situations 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.

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 observation of the condition.

The University's Representative and/or geotechnical engineer shall promptly investigate such conditions and, if they differ materially and such an investigation is required, the awarded contractor(s) shall, at its expense, provide all pertinent information to the University's Representative, their recommended suitable equipment or the contract price and contract time, or both, in the University's Representative's opinion that the conditions at the site are not materially different from those indicated in the contract documents or are not materially different from those normally found and that no change in the terms of the agreement are justified, the University's Representative shall notify the awarded contractor(s) 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 shall be able to deal with any

Clarifications

If the Special Conditions stated herein conflict with the project manual and its drawings, then the Special Conditions of this Invitation to Bid shall supersede and shall take precedence with regard to those specific issues in questions.

Asbestos Abatement and Related ServicesSection II: Special Conditions - Continued62. 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 retainer balance or other monies due the Contractor, the amount of liquidated damages as liquidated and any overhead expenses incurred by the University as a result of Contractor's delay in completing the contract work.

If the contractor fails to pay the liquidated damages as provided hereunder, the University shall have the right to suspend the contract and all the work thereunder until the contractor has paid the liquidated damages.

Indemnification:

The successful vendor(s) agrees to indemnify and hold free and harmless, secure, defend, 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 sub-contractors, officers, employees, agents and sub-contractors in connection with this bid project.

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.

Patents, Copyrights, Trademarks, Royalties and Other Intellectual Property and Medical Property

The bidder shall indemnify and hold the University harmless from and defend the University against all claims, damages, costs and expenses, including attorney's fees, arising out of or from any infringement, misappropriation, or other violation of any patent, trademark, copyright, or other intellectual property or medical property owned, used, or manufactured or supplied by the Vendor.

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 regulations in the preceding sentences. The University, in its sole discretion, may, at any time, if the Vendor has been awarded a contract pursuant to the ITN process, determine that Vendor is in default.~~

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.

Exhibit B
Invoice Schedule

*Duval County Health Dept. Center
Floor Mastic Abatement
515 West 6th Street Jax, FL
May 6, 2015
Page 4*

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 P&B) on the attached pages.

Schedule for Completion:

The above-referenced scope of work and overall pricing is based on completion of all floor covering and asbestos abatement work activities during one (1) mobilization and up to three (3) 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.

LANG ENVIRONMENTAL, INC.

4/29/2015

CITY OF JACKSONVILLE

Attn: ROBBIE TIEDERMAN

Work Area: CITY OF JACKSONVILLE HEALTH DEPT

Description: ASBESTOS MASTIC ABATEMENT AND FLOORING DEMOLITION

USF Contract # 12-007 PBB

MANHOURS	ESTIMATED QUANTITY	UNIT	UNIT PRICE	EXTENDED TOTAL
Supervisor	24	HRS	\$0.01	\$0.24
Foreman		HRS	\$0.01	
Worker	106	HRS	\$29.50	\$3,127.00
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		SF	\$0.01	
Flashing material		SF	\$0.01	
Ducting material		SF	\$0.01	
Vibration dampers		SF	\$0.01	
Floor tile		SF	\$0.01	
Floor tile with mastic	2500	SF	\$0.01	\$25.00
Vinyl sheeting		SF	\$0.01	
Vinyl sheeting with mastic	1300	SF	\$0.01	\$13.00
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		SF	\$0.01	
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"		LF	\$0.01	
LBP Window Frames				

LANG ENVIRONMENTAL, INC.

4/29/2015

CITY OF JACKSONVILLE

Attn: ROBBIE TIEDERMAN

Work Area: CITY OF JACKSONVILLE HEALTH DEPT

Description: ASBESTOS MASTIC ABATEMENT AND FLOORING DEMOLITION

USF Contract # 12-007 PBB

	ESTIMATED		UNIT	EXTENDED
Exterior - Wood		EA	\$0.01	
Exterior - Metal		EA	\$0.01	
Interior - Wood		EA	\$0.01	
Interior - Metal		EA	\$0.01	
LBP Door frames				
Exterior - Wood		EA	\$0.01	
Exterior - Metal		EA	\$0.01	
Interior - Wood		EA	\$0.01	
Interior - Metal		EA	\$0.01	
LBP Clean-up		SF	\$0.01	
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		SF	\$0.01	
Interior - Wood		SF	\$0.01	
Interior - Metal		SF	\$0.01	
LBP Component removal				
Exterior - Wood		SF	\$0.01	
Exterior - Metal		SF	\$0.01	
Interior - Wood		SF	\$0.01	
Interior - Metal		SF	\$0.01	
LBP Encapsulation		SF	\$0.01	
LBP Disposal (55- Gallon Drum)		EA	\$0.01	
	SUB-TOTAL			\$3,165.25

Asbestos Abatement and Related Services

SECTION I: INTRODUCTION

Purpose 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, child, & communications, the arts, education and testing innovation, aging, health, housing and community welfare, business systems, fine arts, and many others.

For more information, contact the Office of Contract Administration at (813) 974-2000.

Additional information is available at <http://www.usf.edu/about-usf/procurement>.

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 25, 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 25, 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 25, 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 28 - June 5, 2012
Vendor Meetings (if requested, hold dates)	June 7-8, 2012
Refreshed Proposal Due By Noon (if requested)	June 13, 2012
Final Intent to Award	June 14, 2012

Indicia:

The University will not give verbal answers or 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 null and void. 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.

Vendor vendors are responsible to ensure 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.

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.Simmons@usf.edu~~

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 3:00pm on May 21, 2012. Send email questions to Kathy Simmons ~~kathys@edman.usf.edu~~.

Addenda

Purchasing & Property Services may issue addenda prior to the proposal opening date, supplementing and/or changing information contained in this Invitation to Negotiate. All vendor will receive information from any source other than the Purchasing & Property Services Addenda if 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.

Meetings

Notice of public meetings regarding this Invitation to Negotiate will be posted on the public Board located outside the Purchasing & Property Services Department located at 4241 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://usfweb.usf.edu/purchasing/purch2.htm>. For the purpose of this ITN, meeting notices will be immediately posted by e-mail to the ITN vendor list.

Asbestos Abatement and Related ServicesSection II: Special Conditions - Continued9. 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."

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 the proposal opening on the Purchasing website. The proposal tabulation is an accounting of initial proposal information received relative to requested information, and may, but not include price information. Proposal results will not be given out over the telephone.

11. 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 vendors to discuss their responses with an evaluation committee. The goal of this comprehensive process is for identification of the optimal solution 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 receipt of the response, the University has the right to enter into negotiations with the most suitable Vendor that appears to have submitted proposals 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.

Asbestos Abatement and Related ServicesSection II: Special Conditions - Continued19. Number of Proposals Submitted

~~Vendors shall submit one (1) original proposal clearly marked as "original" and 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 rule would be a case where the mistake was the result of misinformation knowingly supplied by the University. In this event, a waiver of policy must be approved by Purchasing where 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 reasons 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 violations shall not be affected by any such termination.

25. Renewal/Expiration

For the protection of both parties all contractual obligations shall provide for at least 60 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.

Asbestos Abatement and Related ServicesSection II: Special Conditions - Continued26. 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 to 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).

Each Application for Payment shall be initiated and supported by appropriate substantiating and Contractor's right to payment on the University's Architect/Engineer may require such as copies of regulations from sub-contractors and vendors (SPEARS, IFC, IBC, etc.) as well as other documents.

Retainage shall be withheld from the periodic payment. The amount of the retainage shall be 10% of approved payment. At the end of the contract or completed work, the 10% retainage is waived and to be distributed to the Contractor. The University will not pay the retainage if the Contractor is in any way in violation of the contract. Payment shall be made upon completion and acceptance of the work by the University.

Every request for payment shall:

1. Be in the name of an invoice or company letterhead.
2. Be accompanied by a properly executed Contractor's Affidavit and Certificate of Completion. The Affidavit shall be in the form of a "Waiver of Lien" from the contractor. All invoices shall be accompanied by a copy of the contract and related documents.
3. Give the IFN number.
4. Be submitted to the University Representative/Architect/Engineer in a format 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.

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

- The work has been inspected by the University Representative/Architect/Engineer or other person designated by the University for that purpose,
- 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,
- 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(1) 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 request that he has traced all bills to determine the full and final amount of all unpaid bills and has obtained payment from all those subcontractors and laborers.

Notwithstanding, bills due to all those subcontractors and laborers who furnished labor and/or materials for performance services for the University's Invitation to Negotiate project Name, shall be paid to said subcontractors and/or material suppliers if bills for labor and/or materials to said project are received in writing, by certified mail to the following address within twenty-one (21) calendar days of their providing such labor and/or materials:

University of South Florida
Purchasing & Property Services
1700 East Fowler Avenue
Lampas, FL 33511

5. The contractor shall provide a certified list of all sub-contractors, laborers, and material suppliers to the University at 1700 East Fowler Avenue University of South Florida. This list shall be updated the contractor 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 subcontractors for the final payment, including retainage, the subcontractor must include with the invoice for final payment a conditional release of lien with appropriate acknowledgment and signed documentation. When the Contractor receives payment from the Contractor for labor, services, or materials furnished by subcontractors and suppliers hired by the Contractor, 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.

Timely Payment Problems: The University shall issue the vendors' payment within 30 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 meetings where direct dialogue exists are an adequate for vendors who may be experiencing problems or delays in timely payment. If the University may be contacted at 813-974-1401.

Asbestos Abatement and Related ServicesSection II: Special Conditions - Continued27. 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-9BEN for Foreign Vendors) Form

Vendors are required to complete and return the W-9 Form attached herein with their proposal response (the W-9BEN form can be downloaded from the IRS site, <http://www.irs.gov/pub/irs-pdf/fw9ben.pdf>.)

NOTE: The W-9 or W9BEN statement must be completed and signed before a contract can be approved.

31. Unauthorized Agents


The employment of unauthorized agents by any contractor is considered a violation of Section 101(a) of the Immigration and Nationality Act. If the contractor knowingly employs unauthorized agents such violation shall be cause for immediate 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. Unigovnet 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.

PRO NUMBER OR E.O. NUMBER 59-2802012		Delivery will be 49 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 6418 Sadler 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 proscribed in Section 120.53(5), Florida Statutes, shall constitute a waiver of proceedings under Chapter 120, Florida Statutes.	
CITY-STATE-ZIP Tampa, FL 33610			
WEB ADDRESS: www.L-E.cc			
AREA CODE	TELEPHONE NUMBER (813) 635-8311		
	TOLL-FREE NUMBER (800) 330-8311		
<p>I certify that this ITN proposal is made without prior consultation, agreement, or consultation 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 tenders final payment to the vendor.</p>		 AUTHORIZED SIGNATURE (MANUAL) Charles W. Mowat, President / COO AUTHORIZED SIGNATURE (TYPED) TITLE E-MAIL ADDRESS: CharlesM@L-E.cc	

GENERAL CONDITIONS:

SEALED PROPOSALS: All proposal sheets and this acknowledgment form must be executed 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. (e)
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 justifiable reason for such failure, non-compliance to contract conditions, or other pertinent factor 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.
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. ~~ITN proposals will be opened in a sealed envelope. Upon opening, requests for clarification, or questions, will be answered. Proposal files may be examined during normal working hours by appointment. Proposal interpretations will not be provided by telephone.~~ (e)
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. **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 162, F.S. (e)
6. **DISCOUNTS:** Cash discounts for prompt payment shall be considered in determining the lowest net cost for ITN proposal evaluation purposes. (b)
7. **MISTAKES:** Vendors are expected to examine the specifications, delivery schedule, proposal prices, 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. (c)
8. **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 items shall include standard commercial warranties. (d)
9. **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 45 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 45 days, a separate interest penalty (established pursuant to Section 66.03 (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 35-day period to health care providers as defined by rule. Interest of less than one (1) dollar will not be enforced.
10. The University's vendor ombudsman, whose duties include serving as an advocate for vendors who may be experiencing problems in obtaining timely payment(s) from the University may be contacted at 813-974-2761. Written inquiries and requests for interest penalty payments can be addressed to: USF Accounts Payables, 4207 Fowler Ave. ADM 147, Tampa, FL 33620.
11. **ANNUAL APPROPRIATIONS:** The University's performance and obligation to pay under this contract is contingent upon an annual appropriation by the Legislature. (g)
12. **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.
13. **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 attests to this.

7. **MANUFACTURER NAME AND APPROVED EQUIVANTS:** 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 customary products, indicate on the ITN form the manufacturer's name and number. Vendor shall submit with his proposal, 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 shall not be 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 solicitation or contract award and who wants to protest such decision or intended decision shall file a protest in compliance with USF Regulation 4.0000(3). Failure to file a protest within the time prescribed in Section 120.57(3), 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 minor irregularity or technicality in proposal received. When it is determined there is competition to 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 day and time and if not destroyed may, upon request, be returned to the vendor's supplier. Each set of samples must be clearly marked 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 day. All instructions received after this time are the University's sole responsibility.
13. **NONCOMPLIANCE TO CONTRACT CONDITIONS:** Upon acceptance of the University may take action for non-compliance with specifications by the Florida Department of Agriculture and Consumer Services. Compliance with the contract terms requires the vendor to reimburse the University for such incurred costs. In the event of non-compliance with the specifications or failure to comply with any other condition of the contract, the University reserves the right to reject the entire quantity of the contract and may, in its discretion, award the contract to the lowest responsible vendor. The University reserves the right to reject the entire quantity of the contract and may, in its discretion, award the contract to the lowest responsible vendor. The University reserves the right to reject the entire quantity of the contract and may, in its discretion, award the contract to the lowest responsible vendor. The University reserves the right to reject the entire quantity of the contract and may, in its discretion, award the contract to the lowest responsible vendor.
14. **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 the 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.
15. **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."
16. **SERVICE AND WARRANTY:** Unless otherwise specified, the vendor shall define any warranty service 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.
17. **LEGAL REQUIREMENTS:** Applicable provision of all Federal, State, county and local laws, and of all ordinances, rules, and regulations shall govern development, substantial and evaluation of all proposals received in response hereto and shall govern any and all claims and disputes which may arise between persons) 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.
18. **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 expense for or on account of any copyright, 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.
19. 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.
20. **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.
21. **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.
22. **FACILITIES:** The University reserves the right to inspect the vendor's facilities at any reasonable time with prior notice.
23. **PUBLIC PRINTING:** A vendor must have at the time of ITN opening a manufacturing plant in operation, which is capable of producing the items specified, which is clearly owned by the agency, having facilities at the State, county or agency level within the geographic district and branches of government it shall give preference to vendors operating within the district when awarding contracts to have a contract awarded whenever such printing can be done at the plant or plant that has a level of quality comparable to that of the State.
24. **CONTRACTS NOT TO BE AWARDED:** Proposals will not be considered which are for items and quantities which cannot be ordered through the State Printing Office or independent vendor offering to provide printing manufactured by the State Printing Office.
25. **PRINTING ALTERNATIVES:** The purchaser shall have the right to accept or reject any proposal for printing which is not acceptable to the purchaser.
26. **RETURN OF MATERIALS:** All materials, equipment, or other materials supplied to the purchaser must be handled, stored, and returned to the purchaser in a timely manner. Such return is a condition of the contract and payment will not be made until all materials are returned.
27. **QUALITY PERFORMANCE ANALYSIS:** The vendor on any purchase of printing in excess of the threshold for a quality test shall complete and forward to Purchasing and Property Services the analysis form, but encouraged to complete same together with an invoice copy.
28. **PUBLIC RECORDS:** Any contract submitted in response to this ITN will become a public document pursuant to the provisions of the Florida Public Records Law, which shall apply to all contracts submitted to be published in a public record. Any claim of confidentiality or privileged information shall be ineffective if the contract is subject to Section 119.07, F.S.
29. **REPAIRS:** Repairs or replacements of any defective or damaged merchandise shall be made at the vendor's expense. Repairs or replacements shall be made within 10 days of the date of the damaged merchandise.
30. **CANCELLATION:** The University shall have the right to terminate (cancel) or modify any contract in whole or in part for non-compliance, payment failure, or other reasons listed in the provisions of Chapter 119, Florida Statutes, and made or received by the contractor in conjunction 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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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. ALARMING ACTION

As a condition of this Agreement, the Vendor agrees to comply with Section 206, Executive Order 12448, as amended by Executive Order 12575, and regulations published by the U.S. Department of Labor, Department of Labor, 29 CFR 1626, the Fair Labor Standards Act, 29 USC 216, and 29 CFR 1626, as amended, which are incorporated herein by reference.

Vendor shall comply with the following:

Vendor shall comply with the Fair Labor Standards Act, 29 USC 216, and 29 CFR 1626, as amended, which are incorporated herein by reference.

25. REPUTATIONAL RISK

Any person or affiliate who has been named in the convicted Vendor list following a conviction for a Public Entity Crime, may not participate in bids or proposals, may not perform work or contract business with University.

Notwithstanding to the contrary, any violation of any of the provisions of this Agreement, including violation of Section 216(a) of the Fair Labor Standards Act, by the contractor knowingly employs unauthorized aliens, such violation shall be cause for immediate termination of the Agreement.

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*****

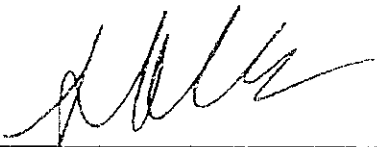
Lang Environmental, Inc.
6418 Badger Drive
Tampa, FL 33610
FEID No. 59-2602012
Telephone No. 813-622-8311
Toll Free No. 800-330-8311
E-Mail: charlesm@l-e.cc

BY: 

Charles W. Mowat, President/COC

Executed on this the _____ day of September, 2012

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

BY: 

George Collier
Assoc. Vice President

Executed on this the 21 day of September, 2012

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 19.03 of Florida Statutes on the unpaid balance will be paid upon Vendor's written request to University, provided said request is received by University no later than forty (40) days from the date shown on the invoice. The University shall not be held liable for any delay in payment period to vendors due to any delay in processing of the University's business.

Vendor shall submit invoices within fifteen (15) days of proper completion and cost audit of each bill. Vendor must clearly identify the USF purchase order number and if services completed portion is specified, and materials and labor used in strict compliance is sought. The University reserves the right to return any invoice that does not comply with this requirement. Payment will be withheld 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 preparatory errors will result in a delay of the payment. In such cases, the invoice payment request will be resubmitted. All properly completed invoices will be provided to the University.

Vendor may request partial payment in the full amount of the value of services 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.

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 actions of governmental authorities, epidemics, war, insurrection, or emergency fire, war, pestilence, etc. or by default of common carrier. In no event of such default, delay or failure to perform, any date or time period provided in this Agreement or specified in orders or purchase orders shall be extended automatically by the number of days equal to the number of days that the party is prevented from performing its obligations under this Agreement.

10. Change Orders.

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

11. Amendments.

Any amendments or alterations to this agreement shall be in writing and signed by the authorized representatives of the parties to this Agreement and be effective.

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 costs, court costs, claims 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, that in any manner directly or indirectly may arise or be alleged to have arisen, or result or be alleged to have resulted from the present, past and future activities and actions of any, and any, nature whatsoever, of Vendor, and/or Vendor's officers, employees, agents, subcontractors and/or subcontractors, or any combination thereof, under this Agreement.

Vendor shall

indemnify and hold harmless to the extent of the amount of any settlement or judgment or delegate any such defense to any other transferee, provided, however, that the Vendor shall not be liable for any such settlement or judgment in excess of the amount of the settlement or judgment.

17. Termination

This Agreement shall terminate if this Agreement is terminated by either party. The Vendor shall be liable for the performance of each such term and condition. The Vendor shall be liable for the performance of each such term and condition. The Vendor shall be liable for the performance of each such term and condition. The Vendor shall be liable for the performance of each such term and condition.

