

SUBMIT OFFER TO: PURCHASING DEPARTMENT UNIVERSITY OF CENTRAL FLORIDA 12479 RESEARCH PARKWAY, BLDG. 600 ORLANDO, FL 32826 Phone:(407) 823-2661 – Fax (407) 823-5551 www.purchasing.ucf.edu		University of Central Florida INVITATION TO NEGOTIATE Contractual Services Acknowledgement Form	
Page 1 of 56 Pages	OFFERS WILL BE OPENED June 26, 2015 @ 2:00 PM		ITN NO: 1439CSA
and may not be withdrawn within 120 days after such date and time.			
UNIVERSITY MAILING DATE: 6/9/2015	ITN TITLE: On-Site Environmental Health and Safety Support Services		
FEDERAL EMPLOYER IDENTIFICATION NUMBER OR S.S. NUMBER			
VENDOR NAME		REASON FOR NO OFFER	
VENDOR MAILING ADDRESS			
CITY - STATE - ZIP CODE		POSTING OF PROPOSAL TABULATIONS Proposal tabulations with intended award(s) will be posted for review by interested parties at the Purchasing Department and our solicitation web page and will remain posted for a period of 72 hours. Failure to timely file a protest or failure to timely deliver the required bond or other security in accordance with the Board of Governors' Regulations 18.002 and 18.003 shall constitute a waiver of protest proceedings.	
AREA CODE	TELEPHONE NO.		
	TOLL FREE NO.		
	FAX NO.		

Government Classifications
Check all applicable

- | | |
|---------------------------------------------------------|------------------------------------------------------|
| <input type="checkbox"/> African American | <input type="checkbox"/> American Women |
| <input type="checkbox"/> Asian-Hawaiian | <input type="checkbox"/> Government Agency |
| <input type="checkbox"/> Hispanic | <input type="checkbox"/> MBE Federal |
| <input type="checkbox"/> Native American | <input type="checkbox"/> Non-Minority |
| <input type="checkbox"/> Non-Profit Organization | <input type="checkbox"/> Pride |
| <input type="checkbox"/> Small Business Federal | <input type="checkbox"/> Small Business State |

I certify that this offer is made without prior understanding, agreement, or connection with any corporation, firm or person submitting an offer 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 offer and certify that I am authorized to sign this offer 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 an offer to an agency for the State of Florida, the vendor offers and agrees that if the offer is accepted, the vendor will convey, sell, assign or transfer to the State of Florida all rights, title and interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by the state of Florida. At the State's discretion, such assignment shall be made and become effective at the time the purchasing agency tenders final payment to the vendor.

GENERAL CONDITIONS

1. SEALED OFFERS: All offer sheets and this form must be executed and submitted in a sealed envelope. (DO NOT INCLUDE MORE THAN ONE OFFER PER ENVELOPE.) The face of the envelope should contain, in addition to the above address, the date, and time of the solicitation opening and the solicitation number. Offer prices not submitted on any attached price sheets when required shall be rejected. All offers are subject to the terms and conditions specified herein. Those which do not comply with these terms and conditions are either automatically rejected with respect to non-compliance with non-negotiable terms and conditions or may be rejected, at UCF's sole discretion, with respect to any other terms and conditions.

2. EXECUTION OF OFFERS: Offers must contain a manual signature of the representative authorized to legally bind the Respondent to the provisions herein. Offers must be typed or printed in ink. Use of erasable ink is not permitted. All corrections to prices made by vendor are to be initialed.

3. NO OFFER SUBMITTED: If not submitting an offer, respond by returning only this offer acknowledgment form, marking it "NO OFFER," and

explain the reason in the space provided above. Failure to respond without justification may be cause for removal of the company's name from the solicitation mailing list. NOTE: To qualify as a respondent, vendor must submit a "NO OFFER," and it must be received no later than the stated offer opening date and hour.

AUTHORIZED SIGNATURE (MANUAL)

AUTHORIZED SIGNATURE (TYPED), TITLE

4. PRICES, TERMS AND PAYMENT: Firm prices shall be negotiated and include all services rendered to the purchaser.

(a) DISCOUNTS: Cash discount for prompt payment shall not be considered in determining the lowest net cost for offer evaluation purposes.

(b) MISTAKES: Offerers are expected to examine the conditions, scope of work, offer prices, extensions, and all instructions pertaining to the services involved. Failure to do so will be at the offerer's risk.

(c) INVOICING AND PAYMENT: All vendors must have on file a properly executed W-9 form with their Federal Employer Identification Number prior to payment processing.

Vendors shall submit properly certified original invoices to:

Finance & Accounting
12424 Research Parkway, Suite 300
Orlando, Florida 32726-3249

Invoices for payment shall be submitted in sufficient detail for a proper pre-audit and post audit. Prices on the invoices shall be in accordance with the price stipulated in the contract at the time the order is placed. Invoices shall reference the applicable contract and/or purchase order numbers. Invoices for any travel expenses shall be submitted in accordance with the State of Florida travel rates at or below those specified in Section 112.061, Florida Statutes and applicable UCF policies. Travel Reimbursement must be made using the UCF Voucher for Reimbursement of Traveling Expenses available on the web at <http://www.fa.ucf.edu/forms/forms.cfm#>.

Final payment shall not be made until after the contract is complete unless the University has agreed otherwise.

Interest Penalties: Vendor interest penalty payment requests will be reviewed by the UCF ombudsman whose decision will be final.

Vendor Ombudsman: A vendor ombudsman position has been established within the Division of Finance & Accounting. It is the duty of this individual to act as an advocate for vendors who may be experiencing problems in obtaining timely payments(s) from the University of Central Florida. The Vendor Ombudsman can be contacted at (407) 882-1040; or by mail at the address in paragraph 4, (c) above.

The ombudsman shall review the circumstances surrounding non-payment to:

- determine if an interest payment amount is due;
- calculate the amount of the payment; and
- ensure timely processing and submission of the payment request in accordance with University policy.

ITN IDENTIFICATION LABEL

NOTICE TO ALL RESPONDENTS: For your convenience, a label has been provided to properly identify your submittal. Place completed submittal in a sealed envelope, type or print company name and address on the label and affix the label to the front of the envelope or mailing package.

PLEASE FILL OUT THE LABEL BELOW AND ATTACH IT TO THE OUTSIDE OF YOUR ITN REPLY ENVELOPE.

DO NOT OPEN - SEALED SUBMITTAL - DO NOT OPEN

From: _____

Address: _____

ITN # 1439CSA

ITN TITLE: ON-SITE ENVIRONMENTAL HEALTH & SAFETY SUPPORT SERVICES

BID TO BE OPENED ON: 6/26/2015 AT 2:00 PM

DELIVER TO:

UNIVERSITY OF CENTRAL FLORIDA
PURCHASING DEPARTMENT
Chris Tangel
12479 RESEARCH PARKWAY, STE 600
ORLANDO, FL 32826



UNIVERSITY OF CENTRAL FLORIDA

INVITATION TO NEGOTIATE (ITN) NUMBER 1439CSA

FOR

On-Site Environmental Health & Safety Support Services

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1.0 INTRODUCTION

1.1 Statement of Objective

The objective of this Invitation to Negotiate (ITN) is to enable the University of Central Florida (UCF) to enter into an agreement with a vendor to provide on-site environmental health and safety support services related to Hazardous Materials Management. Services to be provided include chemical waste collection, packaging and disposal; biological and radioactive waste collection and packaging; routine radiological materials surveys, chemical storage area inspections, chemical inventory verification; laboratory/equipment decontamination services; hazardous material shipping services; and incidental spill response for the campuses of the University of Central Florida in accordance with all applicable U.S. Environmental Protection Agency (EPA), Florida Department of Environmental Protection (FDEP) and Department of Transportation (DOT) rules and regulations. The awarded vendor will need to provide all labor and materials for packaging items for transport and disposal. Wastes offered for off-site disposal will not contain radioactive materials.

Agreement(s) resulting from the ITN shall be for all University owned, managed or leased facilities including, but not limited to, the Main Campus, Research Park, Health Sciences Campus, Center for Emerging Media, and Florida Solar Energy Center (FSEC). With the consent of the awarded vendor, other state universities, community colleges, district school boards and other governmental agencies within the State of Florida may assess an Agreement resulting from this solicitation.

The purpose of this solicitation is to establish a contract for the purchase of the services from the date of this award through June 30, 2018. The University of Central Florida reserves the right to renew this agreement for two (2) additional one (1) year periods. Any and all renewals are subject to satisfactory performance evaluations by the agency and must be executed in advance by written instrument agreed to by both parties. All terms and conditions of the original agreement will remain in force for the renewal period.

The Successful Respondent, if any, will enter into a contract with UCF that provides for the performance of all terms and conditions set forth in this ITN, unless UCF has agreed to accept or negotiate certain terms and conditions, as described in Section 2.3. Non-negotiable terms and conditions (as indicated on Appendix II) must always be performed by the Respondent.

1.2 Contract Award

UCF intends to award a contract or contracts resulting from this solicitation to the responsible Respondent(s) whose offer(s) represent the best interest to UCF, after evaluation in accordance with the criteria in this solicitation. The Contract will include this solicitation document and the Successful Respondent's proposal, and all the terms and conditions found in any resulting contract. A sample of UCF's standard terms and conditions can be viewed at <http://www.purchasing.ucf.edu>. The Contract will also incorporate any clarifications, and if negotiations are conducted, any additional terms and conditions that are negotiated.

- A. UCF may reject any or all offers if such action is in UCF's best interest.
- B. UCF reserves the right and sole discretion to reject any offer at any time on grounds that include, but are not limited to, Respondent's offer being found to be nonresponsive, incomplete, or irregular in any way, or when Respondent's offer is not in UCF's best interest.
- C. UCF may waive informalities and minor irregularities in offers received.
- D. UCF reserves the right to award a contract without negotiations. Therefore, the Respondent's initial offer should contain the best terms from a cost or price and technical standpoint.
- E. UCF reserves the right to conduct negotiations with the highest ranked offerer(s).

- F. UCF reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit cost or prices offered, unless the respondent specifies otherwise in the offer.
- G. UCF reserves the right to make multiple awards if, after considering the additional administrative costs, it is in UCF's best interest to do so.
- H. UCF is not obligated to make an award under or as a result of this solicitation.

1.3 UCF Environment

The University of Central Florida, founded in 1963, is the second-largest university in the nation. Located in Orlando, Florida, UCF and its 12 colleges provide opportunities to 61,000 students, offering 210 degree programs from UCF's main campus, hospitality campus, health sciences campus and its 10 regional locations. UCF has more than 750 laboratories and 85 shops that generate hazardous waste.

The following ITN is separated into tasks. The UCF Laboratory Safety Manual and Chemical Inventory Policy must be followed during the completion of work. All work is to be completed by qualified field chemists and field chemist technicians. A minimum of one (1) qualified field chemist must be present at all times during the scope of work.

Additional information available at http://www.ucf.edu/about_ucf

2.0 GENERAL CONDITIONS

2.1 Authorized UCF Representative/Public Notices/UCF Discretion

Respondent's response to this ITN and any communications and/or inquiries by Respondent during this ITN process shall be submitted in writing to the individual and address stated below. **Inquiries are preferred via email.** UCF will consider only those communications and/or inquiries submitted in writing to the individual below on or before the date and time specified in Section 2.2, "Calendar of Events." To the extent UCF determines, in its sole discretion, to respond to any communications and/or inquiries, such response will be made in writing in the form of an addendum. UCF shall not accept or consider any written or other communications and/or inquiries (except an offer) made between the date of this deadline and the posting of an award, if any, under this ITN.

Chris Tangel
Purchasing Department
12479 Research Parkway
Orlando, FL 32826-3248
christine.tangel@ucf.edu
PH: 407-823-2661
Fax: 407-823-5551

Advance notice of public meetings regarding this ITN, if UCF determines at its sole discretion whether any such meetings will be held, will be in writing and posted in UCF's Purchasing Department, 12479 Research Parkway and the Purchasing Website. Additionally, any portion of a meeting at which a negotiation with a vendor is conducted pursuant to a competitive solicitation at which a vendor makes an oral presentation or at which a vendor answers questions is exempt from s. 286.011 and s. 24(b), Art. I of the State Constitution. This also includes any portion of a team meeting at which negotiation strategies are discussed. All such meetings shall be conducted in accordance with Chapter 286 of the Florida Statutes. UCF also reserves the right and sole discretion to REJECT any offer at any time on grounds that include, without limitation, either that an offer is nonresponsive to the ITN or is incomplete or irregular in any way, or that a responsive offer is not in UCF's best interest.

2.2 Approximate Calendar of Events

Listed below are the dates and times by which stated actions should be taken or completed. If UCF determines, in its sole discretion, that it is necessary to change any of these dates and times, it may issue an Addendum to this ITN. All listed times are local time in Orlando, Florida.

Date/Time	Action
June 9, 2015	Invitation To Negotiate advertised
June 9, 2015	Invitation To Negotiate released
June 15, 2015	Last Day to submit communications and/or inquiries in writing only; preferably by email to christine.tangel@ucf.edu by 12 NOON.
June 17, 2015	Responses to inquiries and Addenda, if any, mailed to Respondents
June 26, 2015	Deadline for Offer submission at 2:00 p.m. (ITN opening)

2.3 Respondent Communications and/or Inquiries

- A. UCF is not liable for interpretations/misinterpretations or other errors or omissions made by the Respondent in responding to this ITN. The Respondent shall examine this ITN to determine if UCF's conditions and requirements are clearly stated. If, after examination of the various conditions and requirements of this ITN, the Respondent believes there are any conditions or requirements which remain unclear or which restrict competition, the Respondent may request, in writing, that UCF clarify or change condition(s) or requirement(s) specified by the Respondent. The Respondent is to provide the Section(s), Subsection(s), and Paragraph(s), that identify the conditions or requirements questioned by the Respondent. The Respondent also is to provide detailed justification for a change, and must recommend specific written changes to the specified condition(s) or requirement(s). Requests for changes to this ITN must be received by UCF not later than the date shown in Section 2.2., entitled "Calendar of Events," for the submittal of written communications and/or inquiries. UCF shall not make any changes to any of the non-negotiable terms and conditions. The non-negotiable terms and conditions are indicated on Appendix II. Requests for changes to the non-negotiable provisions of this ITN shall automatically be rejected. Requests for changes to anything other than the non-negotiable provisions of this ITN may or may not be accepted by UCF and may or may not be negotiated by UCF, all at UCF's sole discretion.
- B. Any Respondent disagreeing with any terms and conditions set forth in this ITN is to indicate on Appendix II, Terms and Conditions Supplemental Offer Sheet, the specific ITN section(s) the Respondent disagrees with and is to provide a clear and detailed reason for the disagreement and a solution to the disagreement, in his/her offer, all **PRIOR TO** the deadline stated in Section 2.2 "Calendar of Events." UCF may or may not accept or agree to negotiate any of the terms and conditions that Respondents indicated as disagreeing with, all at UCF's sole discretion. The indication of disagreement with any non-negotiable terms and conditions shall be automatically rejected.
- C. Failure to submit Appendix II and clearly indicating which terms and conditions the Respondent agrees and disagrees with (i.e. failure to initial the designated sections set forth on Appendix II, indicating that the Respondent has either understood and agreed to or disagreed with each particular section listed on Appendix II) and/or clear and detailed reasons for the disagreement, with the offer, all prior to the deadline stated in Section 2.2. "Calendar of Events," may be grounds for rejection of that offer, at UCF's sole discretion. UCF may or may not accept and/or negotiate any such terms and conditions that the Respondent disagreed with. If UCF decides not to accept any of the terms and conditions the Respondent disagreed with, UCF shall have the right, at UCF's sole discretion to exercise its right to reject the tentative awardee's offer and proceed to the next highest ranked respondent. As noted above, the disagreement with any non-negotiable terms and conditions by the

Respondent shall be automatically rejected.

- D. UCF shall at its sole discretion determine what requested changes to this ITN and the resulting agreement are acceptable. Non-negotiable terms and conditions, as indicated on Appendix II will always stay as they are and any requested changes to such clauses shall automatically be rejected. UCF shall issue an Addendum reflecting the acceptable changes to this ITN, if any, which shall be sent to all known Respondents as specified in Section 2.1.
- E. Any communications, questions and/or inquiries from the Respondent concerning this ITN in any way are to be submitted in writing to the individual identified in Section 2.1 not later than **June 15, 2015** by 12 NOON Eastern Time as set forth in the Calendar of Events. Written inquiries are to be legible and concise and are to clearly identify the Respondent who is submitting the inquiry. Questions directed to, or any responses received from any other department, person, agent, or representative of the university will be not be considered valid or binding.

2.4 Respondents' Conference and Site Visit

None scheduled.

2.5 Written Addenda

Written Addenda to this ITN along with an Addenda Acknowledgment Form will be posted on the Purchasing Website. The Addenda Acknowledgment Form is to be signed by an authorized representative of the Respondent, dated and returned with the offer. All Respondents, including known interested Respondents, are solely responsible for checking the Purchasing Website periodically to verify whether any such Addenda and forms were issued.

2.6 Offer/Proposal Opening Date

Respondent's response to this ITN shall be prepared in accordance with Section 3.0, "Required Offer Format". Offers are due at the time and date specified in Section 2.2, "Calendar of Events" and must be received by UCF's Authorized Representative in UCF's Purchasing Department, Orlando Tech Center, 12479 Research Parkway, Orlando, FL 32826, no later than 2:00 PM on June 26, 2015 according to the time clock in UCF's Purchasing Department. Offers or amendments to offer that arrive after 2:00 PM on June 26, 2015 will not be accepted/considered for any reason whatsoever. Telephone, including facsimile and electronic mail, and telegraphic negotiations and/or amendments to offers shall not be accepted at any time. At 2:00 PM on June 26, 2015, all timely offers will be opened for the sole purpose of recording the names of the Respondents submitting written offers. Purchasing will not extend the proposal opening to accommodate vendors that did not discover the ITN early enough to submit a proposal.

If Respondent elects to mail in his/her offer package, the Respondent must allow sufficient time to ensure UCF's proper receipt of the offer package by the time specified above. Regardless of the form of delivery, it is the responsibility of the Respondent to ensure that the offer package arrives at UCF's Purchasing Department no later than 2:00 PM on June 26, 2015.

Offers will be accepted up to, and no offers may be withdrawn after, the deadline for offer submission time and date shown above. Offers are to be delivered in sealed envelopes clearly marked: **ITN 1439CSA On-Site Environmental Health and Safety Support Services.** The offer should be submitted as one (1) original hard copy and 5 electronic versions (5 CDs or thumb drives, no emails). The hard copy must have original signatures of the Respondent's authorized representatives on the document titled "INVITATION TO NEGOTIATE ACKNOWLEDGMENT FORM (Form ITN/CS)." All copies of the

proposals, whether they are electronic or hard copy must be complete sets in every way, with all information the proposer desires to be evaluated. UCF will not be responsible for any proposal's low score during the evaluation process that results from any of the proposals (hard or electronic copy) having incomplete information and or omitted documents. UCF will not be responsible for making copies of any omitted or missing documents to complete any submitted proposal.

2.7 Section Not Used

2.8 Evaluation Criteria and Selection Process

- A. UCF reserves the right to conduct negotiations if the decision maker (Vice President/Dean or his/her written designee(s) with the advice and consent of the Purchasing Director determines negotiations to be in the best interest of the university. Any portion of a meeting at which a negotiation with a vendor is conducted pursuant to a competitive solicitation is exempt from s. 286.011 and s. 24(b), Art. I of the State Constitution. Discussions with vendors after receipt of an offer do not constitute a rejection, counteroffer or acceptance by UCF.
- B. UCF reserves the right to conduct negotiations with the offerer(s) whose proposal(s) may represent the best interest of the university. The following is a short overview of some of the decision makers' responsibilities during the solicitation and award process:
 - 1. Establish an evaluation committee tailored for the particular acquisition that includes appropriate expertise to ensure a comprehensive evaluation of offers. The committee will review all responsive offers and develop a ranked order of vendors based on the points given each evaluation criteria contained herein;
 - 2. Develop the acquisition plan (strategy to award with or without negotiations) after review of offers;
 - 3. Ensure consistency among the solicitation requirements, notices to respondents, offer preparation instructions, evaluation criteria, solicitation provisions or contract clauses, and data requirements;
 - 4. Ensure that offers are evaluated based solely on the evaluation criteria contained in the solicitation;
 - 5. Consider the recommendations of the evaluation committee in determining which offerer(s) to enter into negotiations or award outright without negotiations; and
 - 6. Select the negotiation team if award is not made outright. This can be the evaluation team or any other individual(s) the decision maker deems necessary for the acquisition. The negotiation team will negotiate with those offerer(s) determined by the decision maker to have submitted a proposal that may be beneficial to the university.
- C. All offers shall be initially evaluated based on weighted criteria set forth in the table below by members of an evaluation committee. Such committee shall consist of three (3) or more individuals who have expertise regarding, or some experience with, the subject matter of the ITN or, if none, then individuals who could be characterized as recipients, beneficiaries, or users of the ITN's subject matter. The Vice President/Dean or his/her written designee(s) will appoint the evaluation committee members. Committee members, at the discretion of the Vice President/Dean or his/her written designee(s), shall have the option to meet as a group any time during formulation of the specifications and solicitation stage to discuss and correct any concerns and ambiguities of the solicitation and specifications. This privilege shall be rescinded upon opening of the offers. After offer opening, each evaluation committee member shall function independently of all other persons including, without limitations, the other committee members, and, throughout the entire evaluation process, each evaluation committee member is strictly prohibited from meeting with or otherwise discussing this ITN and any aspect thereof including, without limitation, the offers and their content with any other individual whatsoever. Each evaluation committee member shall conduct an independent evaluation of the offers in accordance with the weighted evaluation criteria set forth in the following Table A:

Table A – Evaluation of Responses

Evaluation Factors	Max Points
A. EXPERIENCE AND QUALIFICATIONS OF PROPOSER	15
B. PROJECT STAFF QUALIFICATIONS/EXPERIENCE	15
C. OVERALL RESPONSIVENESS OF PROPOSAL TO SATISFY SCOPE/ PROJECT APPROACH	30
D. OVERALL PRICING	30
E. CONFORMANCE TO ITN'S PREFERRED CONDITIONS AND REQUIREMENTS (FAILURE TO CONFORM TO ITN'S MANDATORY CONDITIONS AND REQUIREMENTS MAY RESULT IN REJECTION OF PROPOSAL) Section 2.0	10
Total Points:	100

Each evaluation committee member must independently score, in writing, each offer on the form depicted in **APPENDIX I**. Each evaluation committee member is to enter comments, if any, regarding the offer and then sign the completed score forms and deliver them, in a sealed envelope, to the **Purchasing Person identified in section 2.1.**, who will forward copies to the **Decision Maker**, or his/her designee. At the time of such delivery to the **Purchasing Person**, the evaluation committee members shall cease to participate further in this ITN process unless expressly requested otherwise by **Decision Maker**.

The **Decision Maker** shall review, in the manner and to the extent he/she deems reasonable under the circumstances, the ITN, the offers, and committee members' scoring forms. While not bound to them, the **Decision Maker** may give deference to the scoring forms. Based on what the **Decision Maker** determines is in the best interest of UCF, the **Decision Maker** will then make the final decision whether or not to recommend the award of a contract to a Respondent to this ITN, negotiate with the respondent(s) whose proposal(s) may be beneficial to the university or cancel the ITN.

The **Decision Maker** may, at any time during this ITN process, assign one (1) or more individuals to assist the **Decision Maker's** review prior to his/her decision-making in this process. UCF is not obligated to make an award under or as a result of this ITN or to award such contract, if any, on the basis of lowest cost or highest commission offered. UCF reserves the right to award such contract, if any, to the Respondent(s) submitting an offer that UCF, at its sole discretion, determines is in UCF's best interest.

2.9 Posting of Recommended Selection

An intent to award will be posted within a reasonable time after the Purchasing Department receives the decision maker's recommended award decision. The recommendation to award a contract, if any, to a Respondent(s) to this ITN will be posted for review by interested parties in the Purchasing Department

and the Purchasing Website and will remain posted for a period of seventy-two (72) hours (three (3) business days).

- A. If the Respondent desires to protest the recommendation to award a contract, if any, the Respondent must file with UCF:
 - 1. A written notice of intent to protest within seventy-two (72) hours (three (3) business days) of the posting of the recommended award. UCF shall not extend or waive this time requirement for any reason whatsoever.
 - 2. A formal written protest by petition within ten (10) calendar days of the date on which the notice of intent to protest is filed. UCF shall not extend or waive this time requirement for any reason whatsoever.
- B. Failure to timely file a protest or failure to timely deliver the required bond or other security in accordance with the Board of Governors' Regulations 18.002 and 18.003 shall constitute a waiver of protest proceedings.
- C. A formal written protest by petition must be accompanied by a Protest Bond payable to UCF in the amount equal to 10% of the estimated value of the protestor's bid or proposal; 10% of the estimated expenditure during the contract term; \$10,000; or whichever is less. The form of the Protest Bond shall be a cashier's check, bank official check or money order made payable to UCF.
- D. In addition to all other conditions and requirements of this ITN, UCF shall not be obligated to pay for information obtained from or through the Respondent.

2.10 Offer Validity Period

Any submitted offer, shall in its entirety, remain a valid offer for **120** days after the offer submission date.

2.11 Disposition of Offers; Florida Public Records Law Compliance

All offers become the property of the State of Florida, and the State of Florida shall have the right to use all ideas, and/or adaptations of those ideas, contained in any offer received in response to this solicitation. Any parts of the offer or any other material(s) submitted to UCF with the offer that are copyrighted or expressly marked as "confidential", "proprietary", or "trade secret", will only be exempted from the "open records" disclosure requirements of Chapter 119, Florida Statutes, if Florida law specifically recognizes these materials as exempt from disclosure. Thus, the mere designation as "confidential", "proprietary", or "trade secret" by a vendor does not ensure that such materials will be exempt from disclosure. In the absence of a specific Florida statute exempting material from the public records law, UCF is legally obligated to produce any and all public records produced or received in the course of conducting university business, irrespective of any designation by the vendor of those same records as "confidential", "proprietary", or "trade secret." The ultimate determination of whether a vendor's claim of "confidential", "proprietary" or "trade secret" will support an exemption from disclosure will be made by UCF or, potentially, a court. UCF's selection or rejection of an offer will not affect this provision.

2.12 Economy of Presentation

Each offer shall be prepared simply and economically, providing a straightforward, concise description of the Respondent's capabilities to satisfy the conditions and requirements of this ITN. Fancy bindings, colored displays, and promotional material are not desired. Emphasis in each offer must be on completeness and clarity of content. To expedite the evaluation of offers, it is desired and beneficial to evaluators that Respondents follow the format and instructions contained herein. UCF is not liable for

any costs incurred by any Respondent in responding to this ITN including, without limitation, costs for oral presentations requested by UCF, if any.

2.13 Restricted Discussions/Submissions

From the date of issuance of the ITN until UCF takes final agency action, the Respondent shall not discuss the offer or communicate with any UCF employees, agents, representatives, Evaluation Committee members or representatives of UCF except as expressly requested by UCF in writing. Violation of this restriction may result in REJECTION of the Respondent's offer.

2.14 Verbal Instructions Procedure

No negotiations, decisions, or actions shall be initiated or executed by the Respondent as a result of any discussions with any UCF employee. Only those communications that are in writing from the authorized UCF representative identified in Section 2.1 of this ITN that have been approved in writing by UCF's President or the President's designee shall be considered as a duly authorized expression on behalf of UCF. Only communications/inquiries from the Respondent that are signed in writing and delivered on a timely basis, i.e., not later than 12 NOON on June 15, 2015, will be recognized by UCF as duly authorized expressions on behalf of the Respondent.

2.15 State Licensing Requirements

To the extent applicable, Respondent shall have all appropriate licenses to conduct business in the State of Florida and Orange County at or prior to award of a contract resulting from this competitive solicitation; Respondent is to provide proof of such to UCF as a condition of award of a contract. If Respondent contemplates the use of subcontractors, the Respondent is responsible for ensuring that all subcontractors are registered with the State of Florida in accordance with Chapter 607 or 620, Florida Statutes. For additional information, the Respondent should contact the Florida Secretary of State's Office.

2.16 Parking

Respondent/Vendor(s) shall ensure that all vehicles parked on campus for purposes relating to work resulting from an agreement shall have proper parking permits. This applies to all personal vehicles and all marked and unmarked company vehicles that will be on any University campus for one (1) day or more or on a recurring basis. All such vehicles must be registered with University's Parking Services Department, and parking permits must be purchased by the Respondent/Vendor. Respondent's/Vendor's vehicle(s) shall observe all parking rules and regulations. Failure to obtain parking permits, properly display them, and otherwise comply with all of University's parking rules and regulations could result in the issuance of a parking ticket and/or towing at the expense of Respondent/Vendor or Respondent's/Vendor's employees. For additional parking information or information regarding parking fees/rates, contact University's Parking Services Department at (407) 823-5812 or online at <http://parking.ucf.edu>.

2.17 Definitions

Addendum – Written or graphic instruments issued prior to the date for opening of proposals, which modify or interpret the proposal documents by additions, deletions, corrections or clarifications.

And/Or – The word “and” shall also mean “or”, and the word “or” shall also mean “and” whenever the contents or purpose so require.

Contract/Agreement - The formal bilateral agreement signed by a representative of the University and the Vendor which incorporates the requirements and conditions listed in this ITN and the Vendor's offer.

Emergency spill - Any release deemed by UCF to be a threat to human health or the environment; also included, mass-casualty incidents and injuries to persons that resulted in permanent disfigurement, amputation, or death.

Field Chemist - Shall have received all the required training to conduct such work; have at a minimum a four (4) year degree in chemistry or four (4) year degree in the physical sciences and related field experience in sorting and lab packing hazardous materials and one (1) year field experience in hazardous waste collection and a minimum of one (1) year with current vendor. (Also synonymous with "chemist.")

Field Chemist Technicians - Shall have received all the required training to conduct such work; have at a minimum a two (2) year degree in chemistry or two (2) year degree in the physical sciences and related field experience in sorting and lab packing hazardous materials and one (1) year field experience in hazardous waste collection. (Also synonymous with "technician.")

Hazardous Chemical - Any chemical or mixture with a National Fire Protection Association (NFPA) rating of 2 or higher for Health, Flammability, and/or Reactivity. (Note: may also pertain to any chemical or mixture for which Occupational Safety and Health Administration (OSHA) requires the SDS to be on hand and available to workers.)

Invitation to Negotiate - A written solicitation, for goods or services, where factors other than price are to be considered in the award determination. These factors may include such items as vendor experience, project plan, design features of the product(s) offered, etc. ITN is used when the specifications cannot be identified; the end result is explained but we want qualified companies to offer their solutions for consideration.

May, Should – Indicates something that is not mandatory, but permissible, recommended, or desirable.

Minor Irregularities – Irregularities that have no adverse effect on UCF's interest will not affect the amount of the ITB and will not give a Respondent an advantage or benefit not enjoyed by another Respondent.

Must, Shall, Will – The words "shall," "must," or "will" are equivalent and indicate mandatory requirements or conditions.

Non-emergency spill - Any release or event deemed by UCF to not constitute a threat to human health or the environment. These are incidental spills that can be handled in-house by UCF staff (laboratory or EHS) and do not require the support of additional materials, equipment, manpower, or remediation.

Project Manager - After contract award a liaison from the user department will oversee the Contractor's performance and report as needed to the contract administrator. The Project Manager is **Sandra Hick, Senior Coordinator, Environmental Health & Safety.**

Proposal – An executed offer submitted by a Respondent in response to an ITN and intended to be used as a basis for negotiations for a contract.

Purchase Order/Contract – The Purchase Order (PO) or other form or format, provided to the awarded Respondent(s), UCF uses to make a purchase under the contract term, which includes a formal written PO, electronic PO, Procurement Card (P-card), or any other means authorized by Purchasing and which incorporates the requirements and conditions listed in the ITN.

Renewal- Contracting with the same contractor for an additional period of time after the initial contract term, provided the original terms of the agreement specify an option to renew or the renewal is determined by UCF General Counsel to be in the best interest of the university.

Respondent/Offerrer/Vendor/Contractor - Anyone who submits a timely offer in response to this ITN or their duly authorized representative. These may be used interchangeably within the ITN.

Response – The entirety of the Respondent’s submitted bid response to the ITN, including any and all supplemental information submitted.

Responsible Respondent – Respondent who has the capability in all respects to perform fully the contract requirements, and the experience, integrity, perseverance, reliability, capacity, facilities, equipment, and credit which will assure good faith performance.

Responsive Respondent – Respondent who has submitted an offer that conforms in all material respects to the solicitation.

Sole Point of Contact - The Purchasing Representative or designee to whom Respondents shall address any questions regarding the solicitation or award process. The sole point of contact shall be the arbitrator of any dispute concerning performance of the Contract.

Successful Respondent/Contractor - The firm or individual who is the recommended recipient of the award of a contract under this ITN (also synonymous with “Payee”, “Offerer”, and “Vendor”). If a Respondent is a manufacturer, its certified dealers and resellers may also furnish products under the Contract; in choosing to do so, the dealers and resellers agree to honor the Contract and the term “contractor” shall be deemed to refer to them. Unless awarded the Contract as a direct Respondent, however, dealers and resellers are not parties to the Contract, and the Respondent that certifies them shall be responsible for their actions and omissions.

UCF’S Contract Administrator - The University’ designated liaison with the Respondent. In this matter UCF’s Contract Administrator will be Christine Tangel.

University – University of Central Florida

2.18 Procurement Rules

- A. UCF has established for purposes of this ITN that the words “shall”, “must”, or “will” are equivalent in this ITN and indicate a mandatory requirement or condition, the material deviation from which could be waived by UCF. UCF will, at UCF’s sole discretion, determine whether a deviation is material. Any deviation found by UCF to be material shall result in the rejection of the offer.
- B. The words “should” or “may” are equivalent in this ITN and indicate very desirable conditions, or requirements but are permissive in nature. Deviation from, or omission of, such a desirable condition or requirement will not in and of itself cause automatic rejection of an offer, but may result in the offer being considered as not in the best interest of UCF. UCF will, at UCF’s sole discretion, determine whether an offer is considered as not in the best interest of UCF and may or may not reject the offer, all at UCF’s sole discretion.
- C. The Respondent must comply with the instructions cited in Section 2.3. Also, the Respondent must initial the designated sections set forth on Appendix II, indicating that the Respondent has either understood and agreed to or disagreed with each particular section listed on Appendix II. Failure to

submit Appendix II with each area marked as set forth above and initialed by the Respondent shall constitute grounds for rejection of the offer by UCF and shall give UCF the right to reject the offer, at UCF's sole discretion.

- D. The Respondent is solely responsible for the accuracy and completeness of its offer. The Respondent's errors or omissions, if any, are solely at the risk of the Respondent and may be grounds for rejection of the offer and shall give UCF the right to reject the offer, at UCF's sole discretion.

2.19 Force Majeure

No default, delay or failure to perform on the part of UCF or the Respondent 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 UCF's reasonable control including, but not limited to, strikes, lockouts, actions or inactions of governmental authorities, epidemics, war, embargoes, fire, earthquake, acts of God, default of common carrier. In the event of such default, delay, or failure to perform due to causes beyond UCF's or the Respondent's reasonable control, any date or times by which UCF or the Respondent 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 cause beyond the reasonable control of UCF or the Respondent.

2.20 Limitation of Remedies, Indemnification, and Insurance

- A. The Attorney General of the State of Florida has rendered an opinion that agencies of the State of Florida cannot contractually limit the State's right to redress. Consequently, any offer by Respondent to limit the Respondent's liabilities to the State or to limit the State's remedies against the Respondent is unacceptable and will result in the REJECTION of the Respondent's offer.
- B. As an agency of the State of Florida, UCF's liability is regulated by Florida law. Except for its employees acting within the course and scope of their employment, UCF shall not indemnify any entity or person. The State of Florida is self-insured to the extent of its liability under law and any liability in excess of that specified in statute may be awarded only through special legislative action. Accordingly, UCF's liability and indemnification obligations under this ITN and the resulting contract, if any, shall be effective only to the extent required by Florida law; and any provision requiring UCF to provide insurance coverage other than the State of Florida self-insurance shall not be effective.
- C. Respondent(s)/Vendor(s)/Payee(s)/Offerer(s) shall hold the University and the UCF Board of Trustees and the University's officers, employees, agents and/or servants harmless and indemnify each of them against any and all liabilities, actions, damages, suits, proceedings, and judgments from claims arising or resulting from the acts or omissions of Respondent(s)/Vendor(s)/Payee(s)/Offerer(s), its employees, its agents or of others under Respondent's/Vendor's/Payee's/Offerer's control and supervision. If any part of a delivery to the University pursuant to a contract resulting from this ITN is protected by any patent, copyright, trademark, other intellectual property right or other right, Respondent/Vendor/Payee/Offerer also shall indemnify and hold harmless the University and the UCF Board of Trustees and the University's officers, employees, agents and/or servants from and against any and all liabilities, actions, damages, suits, proceedings and judgments from claims instituted or recovered against the University by any person or persons whomsoever on account of the University's use or sale of such article in violation of rights under such patent, copyright, trademark, other intellectual property right or other right.

For all purchases of \$10,000 or below, Respondent/Vendor/Payee/Offerer will have and maintain types and amounts of insurance that at a minimum cover the

Respondent's/Vendor's/Payee's/Offerer's (or subcontractor's) exposure in performing a contract resulting from this ITN. For all purchases that exceed \$10,000 (i.e. \$10,000.01 and up) and/or all purchases that require a UCF Safe Form, Respondent/Vendor/Payee/Offerer will have and maintain general liability insurance of one (1) million dollars and Respondent/Vendor/Payee/Offerer shall send a copy of his/her insurance certificate (prior to commencement of his/her performance or delivery hereunder) to the following address by email, fax or mail:

E-mail: ehs@ucf.edu

Fax: 407-823-0146

Mail: University of Central Florida

PO Box 163500

Orlando FL 32816-3500

UCF has the right to deviate from any of the above insurance requirements, if UCF, at UCF's sole discretion decides to do so. If UCF decides to deviate from the above noted insurance requirements, UCF will inform the Respondent/Vendor/Payee/Offerer in writing in those particular circumstances. Unless UCF notifies a Respondent/Vendor/Payee/Offerer in writing that UCF is willing to deviate from the insurance requirements noted above, all of the above insurance requirements shall apply to the Respondent/Vendor/Payee/Offerer. The University and its Board of Trustees shall be listed as additional insured on any certificate issued and the Certificate Holder is to read the following:

University of Central Florida
Board of Trustees
4000 Central Florida Blvd.
Orlando FL 32816

- D. **WORKER'S COMPENSATION:** During the contract term, the contractor at its sole expense shall provide commercial insurance of such a type and with such terms and limits as may be reasonably associated with the contract, which, as a minimum, shall be: workers' compensation and employer's liability insurance in accordance with Florida Statutes Chapter 440, with minimum employers' liability limits of \$100,000 per accident, \$100,000 per person, and \$500,000 policy aggregate. Such policy shall cover all employees engaged in any contract work.

Employers who have employees who are engaged in work in Florida must use Florida rates, rules, and classifications for those employees. In the construction industry, only corporate officers of a corporation or any group of affiliated corporations may elect to be exempt from workers' compensation coverage requirements. Such exemptions are limited to a maximum of three per corporation and each exemption holder must own at least 10% of the corporation. Independent contractors, sole proprietors and partners in the construction industry cannot elect to be exempt and must maintain workers' compensation insurance.

2.21 Term of Contract

The contract resulting from this ITN, if any, shall commence on or about July 1, 2015, and shall end on July 31, 2018 with two (2) additional year renewals. The University may renew/extend a resultant contract, as mutually agreed to by both parties.

2.22 Termination of Contract

UCF may terminate a contract resulting from this ITN without cause on thirty (30) days' advanced written notice to the Payee. The parties to a resultant contract may terminate the contract at any time by mutually

consenting in writing. Either party may terminate a resultant contract immediately for breach by the other that remains substantially uncured after thirty (30) days' advanced written notice to the breaching party, which notice describes the breach in detail sufficient to permit cure by the breaching party. The University shall be liable only for payment for services satisfactorily rendered/goods satisfactorily delivered and accepted from the date of commencement until the effective date of termination.

2.23 Assignment and Amendment of Contract

Neither the contract resulting from this ITN, if any, nor any duties or obligations under such contract shall be assignable by the Respondent without the prior written consent of UCF. Any contract resulting from this ITN may be amended only in writing signed by the Respondent and UCF with the same degree of formality evidenced in the contract resulting from this ITN.

2.24 Independent Parties

Except as expressly provided otherwise in the contract resulting from this ITN, if any, UCF and the Respondent shall remain independent parties and neither shall be an officer, employee, agent, representative or co-partner of, or a joint venture with, the other.

2.25 Performance Investigations

As part of its evaluation process, UCF may make investigations to determine the ability of the Respondent to perform under this ITN. UCF reserves the right to REJECT any offer if the Respondent fails to satisfy UCF that it is properly qualified to carry out the obligations under this ITN.

2.26 Records

The Respondent/Vendor/Payee/Offerer agrees to keep and maintain, separate and independent records, in accordance with generally accepted accounting principles, devoted exclusively to its obligations and activities pursuant to a contract resulting from this ITN. Such records (including books, ledgers, journals, and accounts) shall contain all entries reflecting the business operations under a resultant contract. University or its authorized agent shall have the right to audit and inspect such records from time to time during the term of a resultant contract, upon reasonable notice to the Payee.

2.27 Public Records

Any contract resulting from this ITN may be canceled unilaterally by the University for refusal by the Respondent/Vendor/Payee/Offerer to allow public access to all papers, documents, letters or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the Respondent/Vendor/Payee/Offerer in conjunction with a resultant contract.

2.28 PUBLIC RECORDS, SERVICE CONTRACTS, COMPLIANCE OF SECTION 119.0701, FS

To the extent that Payee meets the definition of "contractor" under Section 119.0701, Florida Statutes, in addition to other contract requirements provided by law, Payee must comply with public records laws, including the following provisions of Section 119.0701, Florida Statutes:

- A. Keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the service.

- B. Provide the public with access to public records on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
- D. Meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems of the public agency.

If Payee does not comply with a public records request, University shall enforce the contract provisions in accordance with the contract.

2.29 Severability

If any provision of the contract resulting from this ITN, if any, is contrary to, prohibited by, or deemed invalid by applicable laws or regulations of any jurisdiction in which it is sought to be enforced, then said provision shall be deemed inapplicable and omitted and shall not invalidate the remaining provisions of such contract.

2.30 Notices

All notices and all other matters pertaining to the contract resulting from this ITN, if any, to a party shall be in writing, hand delivered, or sent by email (receipt acknowledged), registered or certified U.S. Mail, return receipt requested, and shall be deemed to have been duly given when actually received by the addressee at the address listed in section 2.1 of this ITN.

2.31 Governing Law and Venue

This ITN and resulting contract, if any, and any disputes thereunder will be governed by the laws of the State of Florida and shall be deemed to have been executed and entered into in the State of Florida. Any such contract shall be construed, performed, and enforced in all respects in accordance with the laws and rules of the State of Florida, and any provision in such contract in conflict with Florida law and rules shall be void and of no effect. UCF and Respondent hereby agree that this ITN and resulting contract, if any, shall be enforced in the courts of the State of Florida and that venue shall always be in Orange County, Florida.

2.32 Liaison

UCF's liaison with the successful Respondent, if any, shall be the **Sandra Hick, Senior Coordinator, Environmental Health & Safety**.

2.33 Subcontracts

The Respondent is fully responsible for all work performed under the contract resulting from this ITN, if any. The Respondent may enter into written subcontract(s) for performance of certain of its functions under such contract, unless otherwise specified. The subcontractors and the amount of the subcontract(s) shall be identified in the Respondent's response to this ITN. No subcontract(s), which the Respondent

enters into under the contract resulting from this ITN, if any, shall in any way relieve the Respondent of any responsibility for performance of its duties under such contract. Respondent is responsible to fully notify any subcontractor(s) of their responsibilities under any subcontract. All payments to subcontractors shall be the sole responsibility of the Respondent.

2.34 Employment of UCF Personnel

The Respondent shall not, without UCF's prior written consent, knowingly recruit for engagement, on a full time, part time, or other basis during the period of this ITN and any resulting contract, any individuals who are or have been UCF employees at any time during such period, except for UCF's regularly retired employees, or any adversely affected State employees.

2.35 Conflicts of Interest

Acceptance of a contract resulting from this ITN shall certify that Payee is aware of the requirements of Chapter 112, Florida Statutes and in compliance with the requirements of Chapter 112, Florida Statutes and other laws and regulations concerning conflicts of interests in dealing with entities of the State of Florida. Payee certifies that its directors and/or principal officers are not employed and/or affiliated with the University unless a current Conflict of Interest (Report of Outside Activity/Employment) form has been completed, executed by such director or officer and approved in accordance with applicable University policies or rules. Violation of this section by Payee shall be grounds for cancellation of a contract resulting from this ITN.

2.36 Equal Opportunity Statement

The State of Florida and UCF subscribe to equal opportunity practices, which conform to both the spirit and the letter of all laws against discrimination and are committed to non-discrimination on the basis of race, creed, color, sex, age, national origin, religion, veteran or marital status, or disability. Respondent commits to the following:

- A. The provisions of Executive Order 11246, September 24, 1965, as amended by Executive Order 11375, and the rules, regulations and relevant orders of the Secretary of Labor that are applicable to each order placed against the contract resulting from this ITN, if any, regardless of value.
- B. The Respondent, if any, awarded a contract under this ITN shall agree to comply with the Americans with Disabilities Act (ADA) of 1990.
- C. If the Respondent anticipates receiving \$10,000 in orders during the first 12 months of the contract, if any, resulting from this ITN, Respondent must complete a Certificate of Non-Segregated Facilities form and attach the form to the offer. A sample certificate is attached as **APPENDIX III**.
- D. If the Respondent anticipates receiving \$50,000 in orders during the first 12 months of the contract, if any, resulting from this ITN, and employs more than 50 people, the Respondent must complete and file prior to March 1 of each year a standard form 100 (EEO-1).
- E. If the Respondent anticipates receiving \$50,000 in orders during the first 12 months of the contract, if any, resulting from this ITN, and employs more than 50 people, the Respondent must maintain a written program for affirmative action compliance that is accessible for review upon request by UCF.
- F. Respondents shall identify their company's government classification at time of offer submittal (See UCF Form ITN/CS: ITN acknowledgement cover page). Respondent's identity will not foster special consideration during this ITN process; this is only for informational purposes for reporting.

2.37 Waiver of Rights and Breaches

No failure or delay by a party hereto to insist on the strict performance of any term of a contract resulting from this ITN, or to exercise any right or remedy consequent to a breach thereof, shall constitute a waiver of any breach or any subsequent breach of such term. No waiver of any breach hereunder shall affect or alter the remaining terms of such a contract, but each and every term of such a contract shall continue in full force and effect with respect to any other then existing or subsequent breach thereof. The remedies provided in such a contract are cumulative and not exclusive of the remedies provided by law or in equity.

2.38 Headings Not Controlling

Headings used in any contract resulting from this ITN are for reference purposes only and shall not be considered to be a substantive part of such contract.

2.39 Employee Involvement/Covenant against Contingent Fees

In accordance with Section 112.3185, Florida Statutes, the Respondent hereby certifies that, to the best of its knowledge and belief, no individual employed by the Respondent or subcontracted by the Respondent has an immediate relationship to any employee of UCF who was directly or indirectly involved in any way in the procurement of the contract, if any, resulting from this ITN or goods or services thereunder. Violation of this section by Respondent shall be grounds for cancellation of such contract. The Respondent also warrants that no person or selling agency has been employed, engaged or retained to solicit or secure any contract resulting from this ITN or any advantage hereunder upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, or in exchange for any substantial consideration bargained for, excepting that which is provided to the Respondent's bona fide employees or to bona fide professional commercial or selling agencies or in the exercise of reasonable diligence should have been known by the State to be maintained by the Respondent for the purpose of securing business for Respondent. In the event of the Respondent's breach or violation of this warranty, UCF shall, subject to Respondent's rights under Chapter 120, Florida Statutes, have the right, at its option, to annul any contract resulting from this ITN without liability, to deduct from the charges otherwise payable by UCF under such contract the full amount of such commission, percentage, brokerage, or contingent fee, and to pursue any other remedy available to UCF under such contract, at law or in equity.

2.40 Employment of Aliens

Payee's employment of unauthorized aliens, if any, shall be considered a violation of §§274(e) of the Immigration and Nationality Act. If the Payee knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of a contract resulting from this ITN by the University.

2.41 Site Rules and Regulations

Respondent shall use its best efforts to assure that its employees and agents, while on UCF's premises, shall comply with the State's and UCF's site rules and regulations, if any.

2.42 Travel Expense

Respondent shall not under this ITN or any resulting contract charge UCF for any travel expenses, meals, and lodging without UCF's prior written approval. Upon obtaining UCF's prior written approval, Respondent may be authorized to incur travel expenses payable by UCF to the extent and means provided by Section 112.061, Florida Statutes and applicable UCF policies. Any expenses in excess of the prescribed amounts shall be borne by the Respondent.

2.43 Annual Appropriations

The University's performance and obligations under a contract resulting from this ITN are subject to and contingent upon annual appropriations by the Florida Legislature and other funding sources.

2.44 Taxes

The State of Florida is a tax-immune sovereign and exempt from the payment of all sales, use and excise taxes. The Respondent shall be responsible to pay any such taxes imposed on taxable activities/services under the contract, if any, resulting from this ITN.

2.45 Contractual Precedence

The contract that results from this ITN, if any, and any attachments and/or addenda that are executed by University's duly authorized signatory constitutes the entire and exclusive agreement between the parties. Attachments and/or addenda may include, but are not limited to UCF's Invitation to Negotiate ("ITN") including all the University's ITN specifications, and the Payee's ITN response. In the event of any conflict or inconsistency between before mentioned documents, the order of precedence is:

- A. The Agreement/Contract;
- B. University's ITN and ITN specifications;
- C. Respondent's ITN response; and
- D. Any other attached documents signed by the University's official signatory at the time the Agreement/Contract is executed.

2.46 Use of Contract by Other Governmental Agencies:

At the option of the Vendor/Contractor, the use of the contract resulting from this solicitation may be extended to other governmental agencies, including the State of Florida, its agencies, political subdivisions, counties, and cities. Each governmental agency allowed by the vendor/contractor to use this contract shall do so independent of any other governmental entity. Each agency shall be responsible for its own purchases and shall be liable only for goods or services ordered, received and accepted. No agency receives any liability by virtue of this offer and subsequent contract award.

2.47 Public Entity Crimes:

A person or affiliate who has been placed on Florida's convicted vendor list following a conviction for a public entity crime may not submit an offer on a contract to provide any goods or services to a public entity, may not submit an offer on a contract with a public entity for the construction or repair of a public building or public work, may not submit offers on leases of real property to a public entity, may not be awarded, or perform work as a contractor, supplier, subcontractor, or consultant under, a contract with any public entity, and may not transact business with any public entity in excess of the offer limit for that public entity, for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

2.48 Work for Hire

Any work specifically created for the University under a contract resulting from this ITN by the Payee or anyone working on behalf of the Payee (the term Payee shall encompass both) shall be considered a "work for hire." All designs, prints, paintings, artwork, sketches, etchings, drawings, writings, photographs, or any other work or material or property produced, developed or fabricated and any other property created

hereunder, including all material incorporated therein and all preliminary or other copies thereof, (the "Materials") shall become and remain the property of the University, and, unless otherwise specifically set forth herein, shall be considered specially ordered for the University as a "work made for hire," or, if for any reason held not to be a "work for hire," the Payee who created, produced, developed or fabricated the Materials hereunder assigns all of his/her right, title and interest in the Materials to the University.

The University shall own all right, title and interest in the Materials. The Payee agrees upon request to execute any documents necessary to perfect the transfer of such title to the University. The Materials shall be to the University's satisfaction and are subject to the University's approval. The Payee bears all risk of loss or damage to the Materials until the University has accepted delivery of the Materials. The University shall be entitled to return, at the Payee's expense, any Materials which the University deems to be unsatisfactory. On or before completion of the Payee's services hereunder, the Payee must furnish the University with valid and adequate releases necessary for the unrestricted use of the Materials for advertising or trade purposes, including model and property releases relating to the Materials and releases from any persons whose names, voices or likenesses are incorporated or used in the Materials.

The Payee hereby represents and warrants that, (a) all applicable laws, rules and regulations have been complied with, (b) the Payee is free and has full right to enter into this P.O. and perform all of its obligations hereunder, (c) the Materials may be used or reproduced for advertising or trade purposes or any commercial purposes without violating any laws or the rights of any third parties and (d) no third party has any rights in, to, or arising out of, or in connection with the Materials, including without limitation any claims for fees, royalties or other payments.

The Payee agrees to indemnify and hold harmless the University and those acting for or on its behalf, the UCF Board of Trustees, the State of Florida and the Florida Board of Governors and their respective officers, agents, employees and servants from and against any and all losses, claims, damages, expenses or liabilities of any kind, including court costs and attorneys' fees, resulting from or in any way, directly or indirectly, connected with (a) the performance or non-performance of the University's order by the Payee, (b) the use or reproduction in any manner, whatsoever, or (c) any breach or alleged breach of any of the Payee's contracts or representations and warranties herein.

2.49 Export Control:

The parties shall comply with all applicable U.S. export control laws and regulations, including but not limited to the International Traffic in Arms Regulations (ITAR), 22 CFR Parts 120 through 130, the Export Administration Regulations (EAR), 15 CFR Parts 730 through 799 and/or other restrictions imposed by the Treasury Department's Office of Foreign Asset Controls (OFAC), in the performance of a contract resulting from this ITN. The parties agree that no technology, related data or information will be exchanged or disseminated under such a contract nor any collaboration conducted pursuant to such a contract, which are export controlled pursuant to the export control laws of the United States, including the EAR and the ITAR and any other applicable regulations.

The Parties agree that the Payee will not provide the University with any ITAR or EAR restricted technology and/or related data, and that any ITAR or EAR restricted technologies and/or data produced in furtherance of a contract resulting from this ITN will be in the exclusive possession of the Payee and at no time will any export controlled technologies, related data, or information be intentionally or inadvertently transferred to the University, its facilities, labs, staff, researchers, employees, officers, agents, servants or students in the performance of such a contract.

If the Payee wishes to disclose export controlled technology or technical data to the University, the Payee will, prior to disclosing any information, technical data or source code that is subject to export controls under federal law, notify the University in writing that the material is export controlled and shall identify the controls that apply. The University shall have the right to decline or limit (a) the receipt of such information, and (b) any task requiring receipt of such information. In the event the Payee sends any such technical data or product that is subject to export control, without notice of the applicability of such export control, the University has the right to immediately terminate a contract resulting from this ITN. The Payee understands and agrees that to the extent the Payee's personnel have access to work or materials subject to U.S. export controls while on University property, such personnel will meet all federal export control regulatory requirements or have the appropriate U. S. government approval.

2.50 Nonnegotiable Conditions and Requirements

The University seeks to award a contract from this ITN that complies with applicable law and will be both fair and reasonable to all parties, protecting the best interest of the University, its Board of Trustees, faculty, staff and students. With that goal in mind, we have developed a list of terms and conditions that are either required by law and are thus non-negotiable or have been deemed to be important to the University's interests and are thus non-negotiable. Any discussions seeking to alter or remove such a term or condition from any contract resulting from this ITN shall not be granted to any Respondent. The non-negotiable terms and conditions are listed on Appendix II of this document, and identified with ****non-negotiable****. Respondents that disagree with any of those "non-negotiable" terms and conditions should forego submitting an offer because said offer shall be rejected as nonresponsive to this ITN. Failure to submit Appendix II with the offer constitutes grounds for rejection of the offer and UCF shall have the right to reject said offer, at UCF's sole discretion.

2.51 Additional Quantities

The University reserves the right to increase or decrease total quantities as necessary. The University may place additional orders for the same commodities/services solicited under this ITN within 180 days after expiration of the contract resulting from this ITN. Total additional quantities, if any, are unknown.

2.52 Family Educational Rights and Privacy Act

Licensor acknowledges that Licensee has a duty to maintain the privacy of student records, including without limitation education records as defined by the Family Educational Rights and Privacy Act (20 USC § 1232g; 34 CFR Part 99) ("FERPA"), and further acknowledges that as a contractor to whom Licensee has outsourced certain institutional services or functions:

- A. Confidential information about Licensee's students is contained in records provided to and maintained by Licensor, and Licensor will protect the privacy of all student education records to the fullest extent required of Licensee under FERPA;
- B. Licensor is performing an institutional service or function that has been outsourced by Licensee and for which Licensee would otherwise use its employees;
- C. Licensor is under the direct control of Licensee with respect to the use and maintenance of education records, as defined by FERPA;
- D. Licensor is subject to all FERPA requirements governing the use and re-disclosure of personally identifiable information from education records, including without limitation the requirements of 34 CFR § 99.33(a);

E. Even in circumstances that might justify an exception under FERPA, Licensors may not disclose or re-disclose personally identifiable information unless Licensee has first authorized in writing such disclosure or re-disclosure; and

F. Licensors will not use any personally identifiable information acquired from Licensee for any purpose other than performing the services or function that are the subject of this agreement.

3.0 REQUIRED OFFER FORMAT

3.1 Introduction

The Respondent shall not alter the ITN in any way and shall not reproduce all or any part of the ITN in its offer document. The contract, if any, resulting from this ITN shall incorporate the entire ITN and proposal by reference.

To facilitate analysis of its offer, the Respondent is to prepare its offer in accordance with the instructions outlined in this section. If Respondent's offer deviates from these instructions, such offer may, at UCF's sole discretion, be REJECTED.

UCF EMPHASIZES THAT THE RESPONDENT CONCENTRATE ON ACCURACY, COMPLETENESS, AND CLARITY OF CONTENT. The Respondent is encouraged to use sections and tabs that are clearly identified and also number and label all parts, pages, figures, and tables in its proposal submittal/offer. Additional tabs may be appended which contain any other pertinent matters that the Respondent wishes UCF to take into consideration in reviewing the offer. Respondent's response to this ITN must be sent to UCF's Authorized Representative at the address listed in Section 2.1 above.

3.2 Respondent/Offer Submittal Sections

The Respondent should organize its offer into the following major sections.

A. EXPERIENCE AND QUALIFICATIONS OF PROPOSER

1. Provide a brief overview and history of your company including:
 - a. Main contact name, phone number(s), fax number(s), email address(es)
 - b. Current information about the size and organization of your company. Include evidence, in writing, that the company can provide the necessary services to meet this contract; maintains a permanent place of business in Florida; and possesses adequate equipment, financial position (balance sheet and profit/loss statement), personnel, and inventory to furnish the services offered in a satisfactory and expeditious manner.
 - c. Provide a chart of the company's organization and a description of its corporate structure. Also provide the company's chain of ownership up to its ultimate parent corporation, and all subsidiaries.
2. Furnish copies of all current licenses and permits with federal, state and local agencies that allow the company to engage in transportation, storage, treatment and disposal of hazardous waste. Permits/licenses shall have been active for the past five (5) years with written evidence given ensuring that permits/licenses are held in the name of the principal or major stockholder of the bidding contractor. Copies to be furnished with the response:
 - a. A permitted Hazardous Waste Treatment, Storage, and Disposal facility or ten-day transfer facility permit in accordance with the U.S. Environmental Protection Agency (EPA) and as issued by Florida Department of Environmental Protection (FDEP).
 - b. U.S. EPA Identification Number
 - c. U.S. EPA Transporter's Number

3. List experience in providing services similar in scope to those requested in section 1.1 of this ITN including a list of customers with similar size and scope to the service the ITN is seeking. The proposer shall provide a list of current or very recent similar-type client accounts, if any, which are located in the United States. Client account information shall include contact name, address, phone number, length of service. References may be randomly checked.
4. Please provide a list of client accounts lost through early termination or non-renewal over the past five (5) years. Include contact name and phone number, length of service at each account, and reason for loss. Please provide a list of all OSHA recordable incidents related to onsite services or materials management for the past three (3) years.
5. Furnish five (5) years of EPA, FDEP, and Department of Transportation (DOT) records of inspections, Consent Orders, and any additional documents related to the company's compliance history.

B. PROJECT STAFF QUALIFICATIONS/EXPERIENCE

1. List the total number of employees, include job titles and experience of individual(s) who will be assigned to the UCF account; include resume(s).
2. Clearly identify the skill sets your staff is capable of providing, and clearly indicate if subcontractors or sub-consultants will be used.
3. List pertinent training and certifications maintained by individual(s) who will be assigned to the UCF account.
4. List all medical surveillance provided that is required as a condition of employment.

C. OVERALL RESPONSIVENESS OF PROPOSAL TO SATISFY SCOPE/PROJECT APPROACH

1. Demonstrate an understanding of the services the university requires under this contract.
2. Explain the qualifications/experience/methodology the proposer will employ to fulfill the requirements discussed in sections 1.1 and 4.0.
 - a. Organize response to section 4.0 by TASK number.
3. Discuss skills and expertise that will allow proposer to accomplish TASKS 1-10. Including, but not limited to:
 - a. A list of facilities and transporters along with any restrictions of each facility and a description of disposal processes used at the facilities that will handle UCF's waste.
 - b. Ability to handle / coordinate disposal of all chemical waste presented by UCF, perform field analysis, and/or deactivation. Include any particular compounds, hazard classes or EPA waste codes that will not be accepted for disposal under the terms of this agreement.
 - c. Ability to provide, if necessary, DOT approved containers for lab packing and transportation at all UCF locations as listed in table D .
 - d. The company's ability to provide a site specific health and safety plan for the services contained in the ITN.
 - e. Supply an invoice for tasks 1-10 assuming a 40hr work week, 4 weeks per month per manifest in Appendix VI.

D. OVERALL PRICING

1. The proposal shall specify billing rates for the various personnel who will be involved in the activities (TASKS) identified in section 4.2 and as outlined in Table B.
2. The proposal submitted in response to this ITN should enumerate **fixed fee** services requested in Tables B, C, D and E.
3. The proposal must list any other categories of ancillary expenses that may be billed. Note: The University will not reimburse travel, meals or lodging expenses.

4. The university may approve a maximum budget for each task based upon the schedule of fees and ancillary costs presented in the ITN.

4.0 OTHER REQUIREMENTS

A sample copy of UCF's standard contractual agreement, which is the instrument used to bind the parties, can be viewed at <http://www.purchasing.ucf.edu/>. Any concerns with the provisions and clauses of the offered agreement are to be addressed during the question and answer period cited in section 2.2.

1. QUALIFICATIONS OF CONTRACTORS

All vendor personnel working on site shall be full-time, paid employees of the vendor and be properly trained in the duties they will be assigned.

EXCLUSIONS AND CONDITIONS

- A. All vendor employees are required to complete UCF Laboratory, Radiation, and Bio Safety Training prior to the first day on site. UCF will allow for invoicing for up to six (6) hours of UCF web-based training for up to four (4) employees in year one (1) and up to two (2) additional employees each subsequent contract years. Additional on the job training will be provided by EHS staff for up to four (4) employees in year one (1) and up to two (2) additional employees in each subsequent contract years. The vendor will bear the cost of training that exceeds the invoiceable hours listed herein. Vendor's additional employees on subsequent contract years will also be allowed the 6 hours of training covered under the invoice.
- B. Inventory, storage assessment, and SAA assessment shall be supervised by a field chemist. UCF EHS will provide one staff member for this task.
- C. At minimum, all chemical personnel shall wear safety glasses, long pants, close-toed shoes, lab coat and gloves. Prior approval from UCF EHS is required if personnel will wear their Company provided uniform in lieu of a lab coat. Lab coats are required to be worn when performing Health Physics Services. Refer to the UCF PPE Policy for additional information.
- D. Work shall be in compliance with UCF Chemical Inventory Policy (FSP 2012 EHS0005) dated 08/1/12, UCF Chemical Compatibility Guidelines, UCF Lab Safety Manual (includes UCF PPE Policy, Laboratory Environmental Management Procedures) and UCF Radiation Safety Manual.
- E. Staff must obtain permission from UCF EHS and Lab Principle Investigator (or their designee) prior to entering laboratories. A minimum of two people are required when working onsite within the laboratories.
- F. Work is to be completed during standard business hours Monday-Friday (8am-5pm) excluding state and federal holidays, but occasional coverage may be required past 5 pm. A 40 hour work week will be maintained, overtime rates will only be billed after 40 hours in a work week have been accrued and must be pre-approved by the UCF Project Manager.
- G. Vendor will assign at minimum of a primary and secondary field chemist trained to perform the services outlined.
- H. Owing to the complex nature of the requested services, security clearances and necessary on-the-job training, the selected vendor shall minimize re-assigning primary and secondary field chemists.
- I. Vendor to provide respirator fit-test records. Demonstration of medical clearance for respirator use and proof of non-active Tuberculosis disease (Purified Protein Derivative (PPD) testing or Quantiferon Gold) to be documented on the UCF Medical Clearance Form (Appendix VII).
- J. Assigned employees must be a U.S. citizen and able to pass UCF Police Department standard security clearance.

2. SCOPE OF SERVICES & DELIVERABLES

Anticipated time on site is 3-5 days per week excluding state and federal holidays and days of UCF closure. Projected work is contingent on UCF EHS funding.

TASK 1 – Campus Hazardous Waste Pickup and Transportation to UCF 90-Day Storage Facility

In accordance with all applicable Environmental Protection Agency (EPA), Florida Department of Environmental Protection (FDEP), and Department of Transportation (DOT) rules and regulations, provide packaging, loading, and transportation of hazardous wastes from the laboratories and shops on the campuses of the University of Central Florida to UCF's 90-day storage facility located on Main Campus (4000 Central Florida Blvd, Orlando, FL 32186). UCF EHS has a state-owned truck that may be made available to the vendor.

Wastes that may be transported include chemical, bio-hazardous, low-level radioactive, and/or universal wastes. Low-level radioactive materials and wastes will only be transported on non-DOT roadways (i.e. – UCF Main Campus and the adjacent properties on Research Park). Chemical waste will be transported from CESQG facilities back to the main campus 90-Day Storage Facility. A list of CESQG facilities and the Florida Department of Environmental Protection (FDEP) letter authorizing transport will be provided at the time of award.

This work shall be conducted under the supervision of a Field Chemist with the assistance of one (1) UCF EHS staff member when operations dictate a two person team.

TASK 2 – Hazardous Waste Lab Packing and Bulking

Lab packing and bulking of chemical waste transported back to the 90-day storage facility will be performed in accordance with all applicable EPA rules and regulations. The awarded provider will need to provide all labor and materials for packaging items for transport and disposal.

Collection, storage and bulking of low-level radioactive and low-level radioactive mixed waste transported from research laboratories to the Main Campus or Health Science Campus will be performed in accordance with the UCF Radioactive Waste Processing Procedure.

This work shall be conducted under the supervision of a Field Chemist with the assistance of one (1) UCF EHS staff member when operations dictate a two person team. A Field Technician may be assigned to assist during off-site shipping events.

TASK 3 – Hazardous Waste Transportation and Disposal

In accordance with all applicable EPA and DOT rules and regulations, the vendor shall provide packaging, loading, transportation and disposal of hazardous waste from the campuses of the University of Central Florida. Wastes offered for disposal will not contain radioactive materials.

Vendor is responsible for supplying and completing all necessary paperwork and manifests. Response must include transporter EPA ID number, location that waste will be sent for final disposal, and include the receiving facility's EPA ID number.

TASK 4 – Chemical Inventory Verification

Provide verification of current chemical inventory within teaching and research laboratories. If an inventory is not present within a given laboratory, affix UCF supplied bar code labels to each container and provide inventory in a UCF supplied spreadsheet file. UCF currently has a chemical inventory database. UCF will provide access to the UCF EHSA inventory database, peripherals for inventory verification, and a spreadsheet for new inventory. If a hazardous chemical is present within the lab and not on the inventory, update the inventory to include the chemical and affix a UCF supplied bar code label to each container. For the purpose of this ITN,

All hazardous chemicals in manufacturer containers shall be included in the inventory including solids, liquids

and gases. Inventory shall include building number, lab room number, name of Principle Investigator (PI) responsible for lab, inventory number (bar code), chemical description, Chemical Abstracts Services number (CAS #), total number of containers, container size, physical state, vendor, catalog number, and receipt date if known.

When operations dictate a two person team, this work shall be conducted under the supervision of a Field Chemist with the assistance of one (1) UCF EHS staff member. Inventory verification is to be performed within UCF owned, managed or leased facilities. Specific buildings and lab locations to be provide at time of award.

TASK 5 – Chemical Storage Assessment

During TASK(s) 1 and 4, assess chemical storage compatibility, chemical container condition, and label condition for all containers (manufacturer and secondary). Provide written recommendations on segregation, container labeling, and container replacement; identify chemicals that require re-packaging due to missing lids, evidence of leakage, compromised container integrity, etc.. No repackaging or disposal will be performed. UCF will provide access to the UCF EHSA inspector tool for container assessment.

TASK 6 – SAA RCRA Compliance Assessment

During TASK(s) 1 and 4, verify Satellite Accumulation Area (SAA) compliance with Resource Conservation and Recovery Act (RCRA) and applicable state and local regulations. Provide written recommendations on, but not limited to, secondary containment, container management, waste segregation, and waste identification. UCF will provide access to the UCF EHSA inspector tool for SAA assessment.

TASK 7 – Limited Health Physics Services

Under the training and guidance of UCF EHS radiation safety staff, perform and document routine radiological surveys of laboratories and storage areas per the Radiation Survey Procedure, assist the UCF radiation safety staff with decommissioning surveys and decontamination for equipment and facilities, deliver radioactive materials packages to main campus and Research Park laboratories, and provide support in spill response for minor radioactive spills.

Vendor employees assigned to health physics services will be required to complete a 1.5 hour online radiation safety principles course, 2 hours of on-the-job training with UCF EHS, annual refresher training, and will be under the indirect supervision of the UCF Radiation Safety Officer while performing health physics services. Vendor employees will be assigned personal dosimeters; occupational exposure to radioactive materials will be monitored per the UCF ALARA Program.

All instrumentation, personnel monitoring, and consumables used in association with TASK 7 will be provided by UCF.

Estimated monthly time allotted for these tasks is 3 days. These tasks may be assigned to parallel other TASK(s) based upon location and scheduling. This work shall be conducted under the supervision of a Field Chemist with the assistance of one (1) UCF EHS staff member when operations dictate a two person team.

TASK 8 – Spill Response

Provide assistance and support to EHS when responding to incidental, non-emergency spills. Possible spills include automotive, laboratory, clinical, hydraulic fluid, paint, blood and other bodily fluids, etc. These incidental spills can be handled in-house by UCF staff (laboratory or EHS) and do not require the support of additional materials, equipment, manpower, or remediation. Response to spills resulting from an emergency are not included within the scope of this ITN.

Under the guidance and supervision of UCF EHS biological safety staff, the vendor employees will provide assistance with incidental spills within Biosafety Level Three (BSL3), Biosafety Level Two (BSL2), and blood

borne pathogen (BBP) related laboratories. A list of BSL3 facilities will be provided at the time of award.

TASK 9 – Laboratory Equipment and Facility Decontamination Service

Equipment and facility decontamination of chemical, biological, and radiological contaminants will be performed in accordance with standard practices outlined in ANSI Z9.11-2008 and UCF Laboratory Decontamination Procedures. This task does not include fumigation of Biological Containment Level 3 areas. The awarded vendor will provide all materials and collect regulated waste for disposal according to TASK 1. This work shall be conducted under the supervision of a Field Chemist with the assistance of one (1) UCF EHS staff member or a Field Technician when operations dictate a two person team.

TASK 10 – Hazardous Material Shipping

Prepare shipment and transport materials between laboratories and campus locations in accordance with all applicable Department of Transportation (DOT) rules and regulations. Unpacking services may be requested by the individual laboratory. The awarded vendor will provide all materials for packaging items for transport. This work shall be conducted under the supervision of a Field Chemist with the assistance of one (1) UCF EHS staff member or a Field Technician.

3. DESCRIPTION OF WASTES AND RELATED NEEDS

The University produces a wide variety of chemical waste across campuses. Table B is a list of common waste profiles that come from the University. This list is not an all-inclusive list, but represents the type of materials vendors are expected to be able to package, transport and dispose for the University. The selected vendor is expected to provide price structuring including all costs associated with these types of waste streams. In addition, pricing for any other unique lab pack and specialty gas pricing (Table C) must be provided.

Identify any hazard classes or unique products that your company cannot package, transport and/or dispose.

Table B - Common Waste Profiles for the University of Central Florida

Table B - GENERAL HAZARDOUS WASTE DISPOSAL PRICE SHEET - REQUIRED PRICING					
Item #	Waste Management Method/ Item Description	Unit	Price	Excluded Waste Class Codes	Final TSDF
	Recycling/Reclamation				
B1	Antifreeze, Glycol Based	Gal			
B2	Mercury Amalgam	Kg			
B3	Mercury, Elemental (2 lb. maximum of Elemental Mercury per container)	Kg			
B4	Mercury, Inorganic Solid containing	Kg			
B5	Used Oil, On-specification, ≤ 550 gallons (Chlorine <1,000 ppm, PCB < 50 ppm)	Gal			
B6	Oily Water	Gal			
B7	Used Oil Filters	Kg			
B8	Waste Paint, Latex, liquid	Gal			
B9	Waste Paint, Latex, liquid	Kg			
	Energy Recovery				
B10	Corrosive Liquids, D002	Gal			
B11	Organic Solvent/Aqueous Mix	Gal			
B12	Organic Solvents, halogenated, no PCB	Gal			
B13	Organic Solvents, non-halogenated	Gal			
B14	Pharmaceuticals, Non-DEA Controlled	Kg			
B15	Used Oil, Off-specification, ≤ 550 gallons (Chlorine >1,000 ppm, PCB <50 ppm)	Gal			
B16	Used Oil, On-specification, ≤ 550 gallons (Chlorine <1,000 ppm, PCB <50 ppm)	Gal			
B17	Waste Paint and paint related materials, liquid	Gal			
B18	Waste Paint and paint related materials, solid	Kg			
	Incineration				
B19	Aerosol Spray Cans	Kg			
B20	Antifreeze, Glycol Based	Gal			
B21	Aqueous Solutions >90% inorganic,	Gal			
B22	Aqueous Solutions >90% inorganic, pH 0-14, may contain any/all TCLP metals except mercury	Gal			
B23	Corrosive Liquids, D002	Gal			
B24	Cyanide/Sulfide Bearing Material, D003	Kg			

B25	Non-RCRA Contaminated Debris/Soils/Stock Materials /Solids	Kg			
B26	Non-RCRA Solids (consists of contaminated paper, plastic, glass, lab ware, etc.)	Cubic Yard Box			
B27	Non-RCRA Solids (consists of contaminated paper, plastic, glass, lab ware, etc.)	Kg			
B28	Non-RCRA Liquids	Gal			
B29	Non-DOT Regulated Solids	Kg			
B30	Non-DOT Regulated Liquids	Gal			
B31	Organic Solid RCRA Toxic	Kg			
B32	Inorganic Solid, Non-Mercury	Kg			
B33	Organic Solvent, halogenated, non-PCB, <5000 BTU/LB	Gal			
B34	Organic Solvent, halogenated, acid or base mixture, non-PCB, pH 2-12.5	Gal			
B35	Organic Solvent, halogenated, acid or base mixture, non-PCB, pH 0-2 or 12.5-14	Gal			
B36	PCB Contaminated Debris (soil, concrete, debris etc.)	Kg			
B37	PCB Contaminated Debris (soil, concrete, debris etc.),Non-TSCA, <50 ppm	Kg			
B38	Poison, Inhalation Hazard	Kg			
B39	Pyrophoric/ Air Reactive, D003	Kg			-
B40	Pyrophoric/ Water Reactive, D003	Kg			-
B41	Reactive, Cyanide, D003	Kg			
B42	RCRA Contaminated Debris/Soils/Stock Materials, D009	Kg			
B43	Used Oil, Off-specification, ≤ 550 gallons (Chlorine >1,000 ppm, PCB <50 ppm)	Gal			
B44	Used Oil, On-specification, ≤ 550 gallons (Chlorine <1,000 ppm, PCB <50 ppm)	Gal			
B45	Florida Universal Waste Pharmaceuticals, Non-DEA Controlled	Kg			
B46	Waste Flammable Paint and paint related material, liquid	Cubic Yard Box			
B47	Waste Flammable Paint and paint related material, solid	Cubic Yard Box			
B48	Waste Paint and paint related materials, liquid	Gal			
B49	Waste Paint and paint related materials, solid	Kg			

Item #	Lab Packs / Loose Pack and Commodity Packs	Unit	Price	Excluded Waste Class Codes	Final TSDF
B50	Waste Management Method: Incineration	5 gal			
B51		10 gal			
B52		15 gal			
B53		20 gal			
B54		30 gal			
B55		55 gal			
B56		Cubic Yard Box			
B57	Waste Management Method: Landfill (Subtitle C)	5 gal			
B58		10 gal			
B59		15 gal			
B60		20 gal			
B61		30 gal			
B62		55 gal			
B63		Cubic Yard Box			
B64	Waste Management Method: Recycling (include possibility of Latex Paints for Recycle)	5 gal			
B65		10 gal			
B66		15 gal			
B67		20 gal			
B68		30 gal			
B69		55 gal			
B70		Cubic Yard Box			
B71	Waste Management Method: Treatment	5 gal			
B72		10 gal			
B73		15 gal			
B74		20 gal			
B75		30 gal			
B76		55 gal			
B77		Cubic Yard			

		Box			
B78	Waste Management Method: Reactive Materials	5 gal			
B79		10 gal			
B80		15 gal			
B81		20 gal			
B82		30 gal			
B83		55 gal			

Table C – General Hazardous Waste Disposal – Gas Cylinders

TABLE C - GENERAL HAZARDOUS WASTE DISPOSAL SERVICE PRICE SHEET - REQUIRED PRICING					
GAS CYLINDERS DISPOSAL PRICE SHEET					
Item #	Material and Hazard Class Definitions				
C1	Highly toxic liquid/gases. Phosgene, phosphine, arsine, nitric oxide, nitrogen dioxide, chlorine, fluorine, carbonyl fluoride, boron trifluoride, hydrogen cyanide, hydrogen selenide, nickel carbonyl, ozone.				
C2	Non-flammable, non-corrosive, low toxicity gases. Krypton, neon, xenon, carbon dioxide, nitrous oxide, oxygen, deuterium, ethylene, fluorocarbons, sulfur hexafluoride.				
C3	Flammable, non-corrosive, low toxicity gases. Acetylene, butane, cyclopropane, ethane, ethylene, hydrogen, isobutane, methane, propane, propylene.				
C4	Flammable, toxic, corrosive gases. Carbon monoxide, carbonyl sulfide, ethylene oxide, fluorine, hydrogen sulfide, methyl bromide, methyl chloride, methyl mercaptan, vinyl chloride.				
C5	Acid and alkaline gases. Ammonia, hydrogen bromide, hydrogen chloride, hydrogen fluoride, boron trichloride, dimethylamine, nitrosyl chloride, trimethylamine, ethylamine, methylamine, sulfur dioxide.				
C6	Spontaneously flammable gases. Silane, dichlorosilane, trichlorosilane, sodium/potassium alloy.				
C7	Poison Zone A				
C8	Poison Zone B				
C9	Poison Zone C				
C10	Poison Zone D				
C11	Refrigerant Corrosive				
Material	Waste Management Method	Lecture ^a Disposal	Small ^b Disposal	Medium ^c Disposal	Large ^d Disposal
		Costs Per Unit	Costs Per Unit	Costs Per Unit	Costs Per Unit
C1	Incineration				
C2	Incineration				
C3	Incineration				
C4	Incineration				
C5	Incineration				
C6	Incineration				

C7	Incineration				
C8	Incineration				
C9	Incineration				
C10	Incineration				
C11	Incineration				
	Description	Waste Management Method & Final RTSDF		Unit Price	
C12 ²	Propane Cylinder, < 20 lbs.				
C13 ²	Propane Cylinder, 20 lbs.				
C14	Propane Cylinder, ≥ 20 lbs.				
C15 ³	Bidder to list Gas Products that <u>cannot be managed</u> (see Note 3 below):				

Notes for Table C:

Note 1 – Definition of SIZES:

- Lecture, Up to 3 inches diameter x 13 inches length or up to 4 inches diameter x 10 inches length
- Small, Up to 4 inches diameter x 24 inches length (base to cylinder neck)
- Medium, Up to 12 inches diameter x 36 inches length
- Large, Up to 16 inches diameter x 56 inches length

Note 2: Propane Cylinder sizes (item C12 and C13), example typical BBQ and camping type cylinders.

Note 3: Materials for which there is no capacity in the United States for destruction or disposal maybe excluded by the Contractor, but must be noted on above line C15 of the Price Sheet.

Note 4: Zone A, B, C and D as defined by US DOT, 49 CFR 172.101.

Pricing Notes:

- Above Unit Price includes transportation and disposal.
- Pricing assumes cylinders are DOT shippable and have operating valves.
- Cylinders must have manufacturing label or proper supporting documentation.
- Price assumes: Fluorine ≤ 5%; hydrogen cyanide mixtures not hydrogen cyanide anhydrous.
- Phosgene certified non-leaking per 49 CFR 173.192 (c)(3).

Table D – General Hazardous Waste Disposal – Supplies

Table D - GENERAL HAZARDOUS WASTE DISPOSAL SERVICE PRICE SHEET					
D	SUPPLIES PRICE SHEET				
Item	Supplies and Materials	Unit	Size	Price	Price
	UN Specification Drums			For Group Y- Rating	For Group X- Rating
D1	Steel, New, Open Head	EA	55 gal		
D2	Steel, New, Open Head	EA	30 gal		
D3	Steel, New, Open Head	EA	10 gal		
D4	Steel, New, Open Head	EA	5 gal		
D5	Steel, New, Tight Head	EA	55 gal		
D6	Steel, New, Tight Head	EA	30 gal		
D7	Steel, Reconditioned, Open Head	EA	55 gal		
D8	Steel, Reconditioned, Open Head	EA	30 gal		
D9	Poly, New, Open Head	EA	55 gal		
D10	Poly, New, Open Head	EA	30 gal		
D11	Poly, New, Open Head, Screw Top	EA	5 gal		
D12	Poly, New, Tight Head	EA	55 gal		
D13	Poly, New, Tight Head	EA	30 gal		
D14	Poly, New, Tight Head	EA	5 gal		
D15	Poly, Reconditioned, Open Head	EA	55 gal		
D16	Poly, Reconditioned, Open Head	EA	30 gal		
D17	Poly, Reconditioned, Tight Head	EA	55 gal		
D18	Fiber, New, Open Head	EA	55 gal		
D19	Fiber, New, Open Head	EA	30 gal		
D20	Fiber, New, Open Head	EA	20 gal		
D21	Fiber, New, Open Head	EA	15 gal		
D22	Fiber, New, Open Head	EA	10 gal		
D23	Fiber, New, Open Head	EA	5 gal		
D24	Overpack, Steel, New	EA	85 gal		
D25	Overpack, Steel, Reconditioned	EA	85 gal		

D26	Overpack, Poly, New	EA	85 gal		
D27	Overpack, Poly, Reconditioned	EA	85 gal		
D28	Cubic Yard Box (Box w/pallet)	EA	1 cu yd		
D29	DOT exempt package (DOT-E9168)	EA	1 box		
D30	Fiber Tube, 4' Lamps	EA	list size*		
	Absorbents				
D31	Vermiculite coarse ground	1 Bag	4 cu.ft.		
D32	Vermiculite medium ground	1 Bag	4 cu.ft.		
D33	Clay (Bidder to specify size of bag)	1 Bag	40#		

Note: * denotes in addition to price, the size of the container must be supplied

Table E – Service Items

Table E: GENERAL HAZARDOUS WASTE DISPOSAL SERVICE PRICE SHEET			
E	SERVICE ITEMS PRICE SHEET		
Item	Miscellaneous Costs	Unit	Price
	Labor Charges:		
E1	Chemist	\$/HR	
E2	Technician	\$/HR	
E3	Chemist	\$/Day	
E4	Technician	\$/Day	
	Surcharges for:		
E5	Demurrage/layover charge (quarter hour charge)	QHR	
	Waste Sampling and Analysis/Testing Service:		
E6	Corrosivity (pH): EPA Methods 9040 / 9045	EA	
E7	Cyanides, totals: EPA Method 9010	EA	
E8	HAZCAT: (≤ 5 gallons)	EA	
E9	Identification of Contents sufficient for DOT Shipping of an Unknown Drum (>5 gallons)	EA	
E10	Ignitability (Flash): EPA Methods 1010 / 1020	EA	
	PPE:		
E11	Level B	EA	
E12	Level C	EA	
	Acid Neutralization Tank Service		
E13	Vacuum Truck with Operator	hour/day	
E14	Field Technician	hour/day	
E15	Vacuum Tank Washout	per use	
E16	Sampling	per use	
	Oil/Water Separator Service		
E17	Vacuum Truck with Operator	hour/day	
E18	Field Technician	hour/day	
E19	Vacuum Tank Washout	per use	
E20	Sampling	per use	
	Used Oil Pump Out		

E21	Vacuum Truck with Operator	hour/day	
E22	Field Technician	hour/day	
E23	Vacuum Tank Washout	per use	
E24	Oil - below threshold for payment	Amount	
E25	Oil - above threshold for payment	Amount	

Table F – Additional Requested Pricing

Table F contains a list of materials that UCF is interested in receiving pricing on for informational purposes only; this pricing will not be used as part of the evaluation for ITN 1439CSA. The response shall include minimum quantity for disposal or minimum pricing.

UCF will have the option of using this pricing with the awarded vendor if UCF chooses to use the awarded vendor to dispose of the items listed in Table F.

Table F - ADDITIONAL REQUESTED PRICING					
Item #	Waste Management Method/ Item Description	Unit	Price	Excluded Waste Class Codes	Final TSDF
	Recycling/Reclamation				
F1	Batteries (Carbon-zinc)	Kg			
F2	Batteries (lead/acid) (Sealed)	Kg			
F3	Batteries (lead/acid) (Automotive)	Kg			
F4	Batteries (Mercury)	Kg			
F5	Batteries (Ni/Cad)	Kg			
F6	Batteries (Nickel Metal Hydride)	Kg			
F7	Batteries (Silver Oxide)	Kg			
F8	Batteries (Lithium)	Kg			
F9	Batteries (Lithium Ion)	Kg			
F10	Broken Lamps	kg			
F11	Circular/U-tube lamps	Kg			
F12	Compact Lamps	Kg			
F13	Electronics Ballast with NiCad Battery	Kg			
F14	Fluorescent Lamps 4' and under	Kg			
F15	Fluorescent Lamps 5' and over	Kg			
F16	HID Lamps/Mercury Vapor	Kg			
F17	Lead Shielding	Kg			
F18	Low Pressure and High Pressure Sodium Lamps	Kg			
F19	Miscellaneous small sized capacitors	Kg			
F20	Miscellaneous Lamps	Kg			
F21	Non PCB Lamp Ballasts	Kg			
F22	Transformer, Oil Filled, PCB <50 ppm (non-leaking)	Kg			
F23	Transformer, Oil Filled, PCB ≥ 50 ppm (non-leaking)	Kg			
F24	TSCA Exempt PCB Lamp Ballasts	Kg			
	Incineration				
F25	Anti-Neoplastigens (chemotherapy materials)	Kg			
F26	Organic Solvent, Mercury < 260 ppm	Gal			

F27	Organic Solvent, Mercury >260 ppm	Gal			
	Treatment				
F28	Aqueous Solutions Mercury \geq 260 ppm	Gal			
F29	Contaminated Debris/Soils, Mercury > 260 ppm	Kg			
F30	Inorganic Solid, Mercury, D009	Kg			
F31	Oil, PCB \geq 50 ppm	Gal			
	Long Term Storage within United States only				
F32	Dioxin Bearing/Forming Materials	5 gal			

APPENDIX I
EVALUATION SCORING SHEET

NAME OF RESPONDENT COMPANY: _____

INSTRUCTIONS TO EVALUATION COMMITTEE MEMBER:

1. Evaluate each offer on a separate form.
2. Work independently and do not discuss the Offers or your evaluation with anyone.
3. When the forms are completed, sign, date and deliver them in a **sealed envelope** to the **Purchasing Representative named in section 2.1.**

Evaluation Factors	Max Points	Points Awarded
A. EXPERIENCE AND QUALIFICATIONS OF PROPOSER	15	
B. PROJECT STAFF QUALIFICATIONS/EXPERIENCE	15	
C. OVERALL RESPONSIVENESS OF PROPOSAL TO SATISFY SCOPE/ PROJECT APPROACH	30	
D. OVERALL PRICING	30	
E. CONFORMANCE TO ITN'S PREFERRED CONDITIONS AND REQUIREMENTS (FAILURE TO CONFORM TO ITN'S MANDATORY CONDITIONS AND REQUIREMENTS MAY RESULT IN REJECTION OF PROPOSAL) Section 2.0	10	
Total Points:	100	
Comments, if any:		

EVALUATOR'S NAME: _____

EVALUATOR'S SIGNATURE: _____

DATE: _____

APPENDIX II
SUPPLEMENTAL OFFER SHEET
TERMS AND CONDITIONS

The sections set forth below are to each be initialed, as YES for "understood and agreed upon" or NO for "not agreed to." Failure to complete and return this document with your offer could result in rejection of your offer, at UCF's sole discretion. Respondents shall not check sections as "understood and agreed upon" with the intent to negotiate a change to those sections/terms and conditions after tentative award of a contract resulting from this ITN. Respondents disagreeing with any term or condition of this ITN are to act to resolve the difference prior to the deadline for inquires, as noted in this ITN. A Respondent's disagreement with any non-negotiable section of this ITN shall be automatically rejected. Failure of the university and the tentative awardee to come to an agreement with respect to terms and conditions within a time frame UCF determines to be reasonable constitutes grounds for rejection of that offer and the University shall have the right, at its sole discretion, to award the contract to the next favorable respondent.

<u>SECTION</u>	<u>YES</u>	<u>NO</u>	<u>RESPONDENT INITIALS</u>
2.1 **Non-negotiable**	_____	_____	_____
2.2 **Non-negotiable**	_____	_____	_____
2.3 **Non-negotiable**	_____	_____	_____
2.4	_____	_____	_____
2.5	_____	_____	_____
2.6 **Non-negotiable**	_____	_____	_____
2.7 Section Not Used			
2.8 **Non-negotiable**	_____	_____	_____
2.9	_____	_____	_____
2.10	_____	_____	_____
2.11 **Non-negotiable**	_____	_____	_____
2.12	_____	_____	_____
2.13**Non-negotiable**	_____	_____	_____
2.14**Non-negotiable**	_____	_____	_____
2.15	_____	_____	_____

<u>SECTION</u>	<u>YES</u>	<u>NO</u>	<u>RESPONDENT INITIALS</u>
2.16	_____	_____	_____
2.17	_____	_____	_____
2.18 **Non-negotiable**	_____	_____	_____
2.19	_____	_____	_____
2.20 **Non-negotiable**	_____	_____	_____
2.21	_____	_____	_____
2.22	_____	_____	_____
2.23	_____	_____	_____
2.24	_____	_____	_____
2.25	_____	_____	_____
2.26	_____	_____	_____
2.27**Non-negotiable**	_____	_____	_____
2.28 **Non-negotiable**	_____	_____	_____
2.29	_____	_____	_____
2.30**Non-negotiable**	_____	_____	_____
2.31**Non-negotiable**	_____	_____	_____
2.32	_____	_____	_____
2.33	_____	_____	_____
2.34	_____	_____	_____
2.35**Non-negotiable**	_____	_____	_____
2.36	_____	_____	_____
2.37	_____	_____	_____
2.38	_____	_____	_____

<u>SECTION</u>	<u>YES</u>	<u>NO</u>	<u>RESPONDENT INITIALS</u>
2.39**Non-negotiable**	_____	_____	_____
2.40	_____	_____	_____
2.41	_____	_____	_____
2.42**Non-negotiable**	_____	_____	_____
2.43	_____	_____	_____
2.44	_____	_____	_____
2.45	_____	_____	_____
2.46	_____	_____	_____
2.47	_____	_____	_____
2.48	_____	_____	_____
2.49 **Non-negotiable**	_____	_____	_____
2.50	_____	_____	_____
2.51	_____	_____	_____
2.52 **Non-negotiable**	_____	_____	_____
3.0	_____	_____	_____
4.0	_____	_____	_____

RESPONDENT COMPANY NAME: _____

AUTHORIZED SIGNATURE: _____

TITLE: _____

DATE: _____

APPENDIX III

CERTIFICATE OF NON-SEGREGATED FACILITIES

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

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

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

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

The Contractor and subcontractors shall abide by the requirements of 41 CFR, Section 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability.

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

APPENDIX III

CERTIFICATE OF NON-SEGREGATED FACILITIES SUBPART - CONTRACTOR'S AGREEMENTS

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

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

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.
- (3) The contractor will send to each labor union or representative of workers with which the contractor has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or worker's representative of the contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of notice in conspicuous places available to employees and applicants for employment.
- (4) The contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965 and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (5) The contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
- (6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoiced as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (7) The contractor will include the provision of Paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase orders the contracting agency may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event the contractor becomes involved in, or is threatened

with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the contractor may request the United States to enter into such litigation to protect the interest of the United States.

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

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

RESPONDENT COMPANY NAME: _____

AUTHORIZED SIGNATURE: _____

TITLE: _____

DATE: _____

APPENDIX IV

COMPLIANCE AND CERTIFICATION OF GOOD STANDINGS

The parties shall at all times comply with all applicable ordinances, laws, rules and regulations of local, state and federal governments, or any political subdivision or agency, or authority or commission thereof, which may have jurisdiction to pass laws, ordinances, or make and enforce rules and regulations with respect to the parties.

Vendors shall certify below that they are in good standings to conduct business in the State of Florida. **The awardee of any contract resulting from this solicitation shall forward a certification of good standing. The certifications must be submitted to the UCF Purchasing Department prior to providing any goods or services required under the resulting contract.** Noncompliance with this provision may constitute rejection of proposal or termination of a contract at UCF's sole discretion.

CERTIFICATION

I certify that the company submitting an offer under this solicitation in is compliance with all applicable laws to conduct business in the State of Florida, is in good standings and will provide a certificate of good standings from the State of residence prior to initiating any performance under any contract resulting from this solicitation.

Company: _____

Authorized Representative's Name: _____

Authorized Representative's Signature: _____

Date: _____

APPENDIX V

Secure Handling of UCF Data

Secure protection and handling of data by vendors and third parties

1. Network Security. Vendor agrees at all times to maintain network security that – at a minimum – includes: network firewall provisioning, intrusion detection, and regular third party penetration testing. Likewise Vendor agrees to maintain network security that conforms to one of the following:
 - a. Those standards that UCF applies to its own network, as found at <http://www.cst.ucf.edu/about/information-security-office/iso-policies-standards/>
 - b. Current standards set forth and maintained by the National Institute of Standards and Technology, including those at:
<http://web.nvd.nist.gov/view/ncp/repository>
 - c. Any generally recognized comparable standard (e.g., ISO/IEC 27001, etc.) that Vendor then applies to its own network.
2. Data Security. Vendor agrees to protect and maintain the security of UCF data based on the latest industry security standards and best practices. These security measures include, but are not limited to, maintaining secure segmented networks, maintaining systems that are up-to-date, and environments free of malware.
3. Data Transmission. Vendor agrees that any and all transmission or exchange of system application data with UCF and/or any other parties expressly designated by UCF – solely in accordance with Section 6 below – shall take place via secure means, e.g. HTTPS or FTPS with 128 bit key AES encryption or better.
4. Data Storage. Vendor agrees that any and all UCF data will be stored, processed, and maintained solely on designated target servers and that no UCF data at any time will be processed on or transferred to any portable or laptop computing device or any portable storage medium, unless that storage medium is in use as part of the Vendor's designated backup and recovery processes.
5. Data Encryption. Vendor agrees to store all UCF backup data as part of the its designated backup and recovery processes in encrypted form using 128 bit key AES encryption or better.
6. Data Re-Use. Vendor agrees that any and all data exchanged shall be used expressly and solely for the purposes enumerated in the Current Agreement. Data shall not be distributed, repurposed or shared across other applications, environments, or business units of Vendor.

Vendor further agrees that no UCF data of any kind shall be transmitted, exchanged or otherwise passed to other vendors or interested parties except on a case-by-case basis as specifically agreed to in writing by an agent of UCF.
7. End of Agreement Data Handling. Vendor agrees that upon termination of this Agreement it shall erase, destroy, and render unreadable all UCF data according to the standards enumerated in DOD 5220.22 or NIST 800-88 and certify in writing that these actions have been completed at a mutually predetermined date.

8. Data Breach. Vendor agrees to comply with all applicable laws that require the notification of individuals in the event of unauthorized release of personally-identifiable information or other event requiring notification. In the event of a breach of any of Vendor's security obligations or other event requiring notification under applicable law ("Notification Event"), Vendor agrees to assume responsibility for informing all such individuals in accordance with applicable law and to indemnify, hold harmless and defend UCF and its trustees, officers, and employees from and against any claims, damages, or other harm related to such Notification Event.

Related Documents:

- Third-Party Outsourcing (Cloud Computing) of University Data
- UCF Third Party Assurance Questionnaire
- 4-008 Data Classification and Protection

9. FERPA

If Vendor is provided access to any student personally identifiable information (as defined under FERPA), Vendor acknowledges that it will comply with the privacy regulations outlined in the Family Educational Rights and Privacy Act ("FERPA"), for the handling of such information, to the extent such regulations apply to Vendor. Vendor will not disclose or use any student information except to the extent necessary to carry out its obligations under its agreement with UCF and as permitted by FERPA.

APPENDIX VI

Sample Manifest

Please print or type. (Form designed for use on elite (12-pitch) typewriter.)

Form Approved. OMB No. 2050-0039

UNIFORM HAZARDOUS WASTE MANIFEST		1. Generator ID Number FLD981856974	2. Page 1 of 1	3. Emergency Response Phone (xxx)yyy-zzzz	4. Manifest Tracking Number 111222333 JJK	
5. Generator's Name and Mailing Address University of Central Florida PO Box 163500 ORLANDO, FL 32816-35000 Generator's Phone: 407-823-XXXX John Smith			Generators Site Address (if different than mailing address) University of Central Florida 3528 North Perssus Loop ORLANDO, FL 32816-3500			
6. Transporter 1 Company Name XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX			U.S. EPA ID Number XXXXXXXXXXXXXXXXXXXXXXXXXXXX			
7. Importer 2 Company Name			U.S. EPA ID Number			
8. Designated Facility Name and Site Address XXXXXXXXXXXXXXXXXXXXXXXXXXXX XXXXXXXXXXXXXXXXXXXX XXXXXXXXXXXXXXXXXXXX Facility's Phone: XXXXXXXXXXXXXXXXXXXXXXXX			U.S. EPA ID Number XXXXXXXXXXXXXXXXXXXXXXXXXXXX			
GENERATOR	9a. HM	9b. U.S. DOT Description (including Proper Shipping Name, Hazard Class, ID Number, and Packing Group (if any))	10. Containers No. Type	11. Total Quantity	12. Unit Wt/Vol	13. Waste Codes
	X	1. UN1993 Waste Flammable liquids, n.o.s. 3, II (Methanol, Toluene) (RQ: D001)	002 DM	800	P	D001 D018 D035 F003 F005
	X	2. UN1993 Waste Flammable liquids, n.o.s. 3, II (Chloroform, Methylene Chloride) (RQ: D001)	001 DM	400	P	D001 D018 D022 D035 F002 F003
	X	3. UN3284, Waste Corrosive liquid, acidic, inorganic, n.o.s. 8, II (Hydrochloric acid, Sulfuric acid) (RQ: D002)	002 DF	070	P	D002
	X	4. UN3286, Waste Corrosive liquid, basic, inorganic, n.o.s. 8, II (Sodium hydroxide, Potassium hydroxide)	001 DF	035	P	D002
14. Special Handling Instructions and Additional Information 1- (2x55) U012345 2- (1x55) U045678 3- (2x30) U078912 4- (1x30) U054321						
15. GENERATOR'S/OFFEROR'S CERTIFICATION: I hereby declare that the contents of this consignment are fully and accurately described above by the proper shipping name, and are classified, packaged, marked and labeled/placarded, and are in all respects in proper condition for transport according to applicable international and national governmental regulations. If export shipment and I am the Primary Exporter, I certify that the contents of this consignment conform to the terms of the attached EPA Acknowledgment of Consent. I certify that the waste minimization statement identified in 40 CFR 262.27(a) (if I am a large quantity generator) or (b) (if I am a small quantity generator) is true. Generator's/Officer's Printed/Typed Name: John Smith Signature: [Signature] Month: 10 Day: 17 Year: 18						
TRANSPORTER	16. International Shipments <input type="checkbox"/> Import to U.S. <input type="checkbox"/> Export from U.S. Part of entry/exit: _____ Date leaving U.S.: _____ Transporter signature (for exports only): _____					
	17. Transporter Acknowledgment of Receipt of Materials Transporter 1 Printed/Typed Name: John Doe Signature: [Signature] Month: 10 Day: 17 Year: 18 Transporter 2 Printed/Typed Name: _____ Signature: _____ Month: _____ Day: _____ Year: _____					
DESIGNATED FACILITY	18. Discrepancy 18a. Discrepancy Indication Space <input type="checkbox"/> Quantity <input type="checkbox"/> Type <input type="checkbox"/> Residue <input type="checkbox"/> Partial Rejection <input type="checkbox"/> Full Rejection Manifest Reference Number: _____					
	19. Alternate Facility (for Generator) Facility's Phone: _____ U.S. EPA ID Number: _____ 19c. Signature of Alternate Facility (or Generator) _____ Month: _____ Day: _____ Year: _____					
	19. Hazardous Waste Report Management Method Codes (i.e., codes for hazardous waste treatment, disposal, and recycling systems) 1. H141 2. H141 3. H141 4. H141					
	20. Designated Facility Owner or Operator: Certification of receipt of hazardous materials covered by the manifest except as noted in item 18a Printed/Typed Name: Katy Smith Signature: [Signature] Month: 10 Day: 18 Year: 18					

EPA Form 8700-22 (Rev. 3-05) Previous editions are obsolete.

DESIGNATED FACILITY TO DESTINATION STATE (IF REQUIRED)

APPENDIX VII

UCF Medical Clearance Form

A copy of the form is included on the next page. A fillable PDF is available on the web:
<http://www.ehs.ucf.edu/biosafety/UCFMedicalClearance-form.pdf>

Medical Clearance Form

Employee/student/volunteer must fill out the contact information below.

Name: _____ UCFID: _____ Phone No.: _____

Email: _____ Date: _____ Department: _____

Supervisor/PI: _____ ☐ Employee ☐ Student ☐ Volunteer

For Physician Use Only

A. Respirator Clearance

The University of Central Florida employee/student/volunteer, _____ was examined according to the requirements from the Occupational Safety and Health Administration (OSHA) 29 CFR 1910.134 Respiratory Protection Standard.

The result of the evaluation showed that the employee/student/volunteer

- 1) _____ is capable of using a respirator.
- 2) _____ is not capable of using a respirator.

B. Animal Exposure Clearance

The University of Central Florida employee/student/volunteer, _____ was evaluated using the "Animal Exposure Medical Questionnaire."

The result of the evaluation showed that the employee/student/volunteer has

- 1) _____ No restrictions on animal exposure. » **Required:** Applicable Species: _____
- 2) _____ Specific restrictions on animal exposure.
- 3) _____ Clearance pending physical exam.
- 4) _____ Not cleared.

Restrictions: _____

C. TB Surveillance Program

The University of Central Florida employee/student/volunteer, _____

- 1) _____ is cleared to enter the BSL3 laboratory.
- 2) _____ requires further medical evaluation.

Print Physician's Name and License #

Date

Signature



IMPORTANT DOCUMENT – INVITATION TO BID REVISION

ITN NUMBER: **1439CSA**

OPENING DATE & TIME: **June 26, 2015 @ 2:00 PM**

ITN TITLE: On-Site Environmental Health and Safety Support Services

ADDENDUM NUMBER: 1

ADDENDUM DATE: June 10, 2015

- Purpose of this addendum is to add additional information needed for the ITN. Please see Purchasing Website. <http://www.purchasing.ucf.edu/bids/index>
- Adding documents:
 - PPE Policy
 - UCF Radiation Safety Manual

PLEASE ACKNOWLEDGE RECEIPT OF THIS ADDENDUM BY SIGNING AND RETURNING IT, AND ALL OTHER REQUIREMENTS WITH YOUR PROPOSAL. FAILURE TO SIGN AND RETURN WITH YOUR PROPOSAL COULD RESULT IN REJECTION OF YOUR PROPOSAL.

PROPOSERS SIGNATURE

PRINT OR TYPE PROPOSER'S NAME

COMPANY NAME

EMAIL ADDRESS

DATE



Purchasing Department
12479 Research Parkway Bldg 600
Orlando, FL 32824
(407) 823-2661 Fax (407) 823-5551
IMPORTANT DOCUMENT – BID REVISION

BID NUMBER – ITN 1439 CSA

OPENING DATE & TIME – June 26, 2015 @ 2:00 PM

INVITATION TO NEGOTIATE – On-site Environmental Health and Safety Support Services

ADDENDUM NUMBER: 2 ADDENDUM DATE: 06/18/2015

PLEASE MAKE THE FOLLOWING CHANGES AND/OR REVISIONS TO THE BID OR PROPOSAL DOCUMENTS.

Purpose of this addendum is to answer questions presented by perspective bidders/proposers:

See following pages 2-4

Attached map, current fee schedules and the past 10 invoices from current vendor

Total of 20 pages for this addendum.

PLEASE ACKNOWLEDGE RECEIPT OF THIS ADDENDUM AND RETURN IT WITH YOUR PROPOSAL. FAILURE TO SIGN AND RETURN WITH YOUR PROPOSAL COULD RESULT IN REJECTION OF YOUR PROPOSAL.

PROPOSERS SIGNATURE

PRINT OR TYPE PROPOSER'S NAME

COMPANY NAME

EMAIL ADDRESS

DATE

Questions for ITN 1439 CSA – On-site Environmental Health and Safety Support Services

1. I see where a pre bid conference or site visit is not scheduled at this time. Is it possible for us to visit to gain a better understanding of the campus and the logistics involved with providing these requested services?

ANSWER:

We are unable to schedule a site visit before the bids are due. However we are able to give you more detailed information on the logistics of the services. Please see below.

The central EHS office and waste storage area will serve as base area for vendor services and is located at 3512 Perseus Loop on the UCF Main Campus in Orlando. A majority of the work will take place in labs or shops that are within 15 minutes or less drive time on non-DOT roadways on the UCF Main Campus and adjacent Research Park. The vendor will have use of a UCF owned vehicle with enclosure for conducting work in these locations. The vendor will need to provide a vehicle for off-site shipping or travel to off-site locations.

The vendor will be routinely scheduled one day per month to conduct regular services at the Health Science Campus at Lake Nona. Services to other off-site CESQG facilities will be scheduled routinely every six months. Services that need to occur outside of routine scheduling will be scheduled in advance at a time agreed acceptable by UCF and the vendor.

Daily hazardous waste services are scheduled in advance with a reoccurring monthly schedule. Other services are scheduled around the hazardous waste schedule. In the event vendor personnel is needed to respond to spills or other unscheduled event, routinely scheduled services will be suspended until response is completed.

See attached for map of central EHS office and for current waste collection schedule with corresponding building notations.

2. In Statement of Objective: Contract is a 3 year contract with (2) 1 year renewal options. All terms and conditions of the original agreement will remain in force for the renewal period.

Question: Is there an option for a CPI-based price increase during the original 3 year contract and/or prior to either renewal options?

ANSWER:

The intent of the bid is that pricing remain fixed and firm over the life of the contract. However, any deviations should be noted and will be considered during the evaluation process as per the score sheet. Pricing is Section D of the score sheet.

3. UNDER QUALIFICATIONS OF CONTRACTORS :

SECTION B. Inventory, storage assessment, and SAA assessment shall be supervised by a field chemist. UCF EHS will provide one staff member for this task.

Question: What task will UCF EHS provide a staff member for?

ANSWER:

UCF EHS will provide a staff member to assist the vendor field chemist with routine tasks excluding packaging and shipping hazardous materials off-site.

4. UNDER QUALIFICATIONS OF CONTRACTORS :

SECTION E. Staff must obtain permission from UCF EHS and Lab Principle Investigator (or their designee) prior to entering laboratories. A minimum of two people are required when working onsite within the laboratories

Question: Is the successful vendor supplying a Field Chemist and a Field Chemist Technician for each laboratory job?

ANSWER:

The vendor will supply one field chemist who will accompany a UCF EHS staff member during routine tasks.

The vendor will supply one field chemist and one technician for packaging and shipping hazardous materials off-site. Non-routine tasks may require the vendor to supply one field chemist and one technician on an infrequent basis will be scheduled in advance at a time agreed acceptable by UCF and the vendor.

5. Question: Are the services outlined in ITN#1439CSA currently being provided by vendor(s)?
If so, please provide:

a) How much UCF spent during the most recent 12 month period for these services?

ANSWER: \$202, 784.67

b) The current contract pricing.

ANSWER: See attached Current Contract Pricing and ITB# 1208CCSA.

c) Copies of the last 3 (three) invoices for services provided.

ANSWER: See attached files.

6. On Page 26, Task 1: In the past year, how many days per week has the vendor personnel been utilized?

ANSWER:

On average, five days per week.

7. Has UCF made a state-owned truck available? If not, would UCF prefer the supply of vehicle listed as an additional row or bundled into personnel costs?

ANSWER:

A UCF vehicle with enclosed bed is available for use on non-DOT maintained roadways on Main Campus and Research Park roadways. For the services that are required at the Health Sciences and Regional Campus locations, the vendor must provide a company vehicle.

8. On Page 27, Task 6: Will vendor be supplying recommendations to waste generators (PI, etc.) on behalf of UCF EHS and based upon written SOP, EHSA inspector tool, and understanding of all applicable regulations and reporting any non-compliance to UCF EHS?

ANSWER:

The vendor may be asked to provide guidance to lab staff while entering hazardous waste pick-up request, but in general, the vendor will supply recommendations to a UCF EHS staff member and will not be providing information directly on behalf of UCF.

9. On Page 28, Task 8: Regarding incidental spill response for biological areas, please describe Scope of Work/expectations of vendor personnel assistance.

ANSWER:

For incidental spill response, the vendor will clean up spills involving microorganisms, human blood and body fluids in BSL-2 laboratories and common areas. This may involve decontamination of laboratory equipment such as incubators, centrifuge, water baths, bio-safety cabinets. Additionally, the vendor may be required to clean small spills concerning human blood and body fluids in non-laboratory areas

such as offices, dormitories, parking lots, etc. The vendor should provide documentation for Hepatitis B vaccine or Hepatitis B declination for assigned staff. UCF EHS staff will provide guidance on how the spill will be cleaned up including the use of proper disinfectant.

10. In Table B: Waste Stream questions:

- a) Does amalgam contain any biological material?

ANSWER:

Mercury amalgam is usually from laboratory operations not dental/healthcare.

- b) B5, B15, B16, B43, B44 – describe shipping method/containers.

ANSWER:

55 gallon drums shipped tractor trailer with regular waste shipments.

250 - 500 gallon storage tanks for pump-out to tanker trailer, quarterly shipments.

11. On Page 41, Item F32: Can bidder supply pricing for destruction in Canada as an alternative to long-term storage, assuming that may not be available.

ANSWER:

No. UCF prefers long term storage to out of county disposal. Note, this waste stream is not currently generated but could potentially be generated in small quantities in the future.

12. Is there any historical data on the quantities of each waste stream?

ANSWER: Yes.

- a) What are the top 5 waste streams by volume?

ANSWER: Halogenated solvents

Non-halogenated solvents

Lab Pack – Incineration

Non-Haz incineration

Reactives.

13. How many personnel/day and how many hour per week does the current vendor supply personnel to UCF?

ANSWER:

The current vendor supplies two (2) persons (a chemist and technician) for forty (40) hours per week. The scope of this ITN will usually only require one (1) field chemist for the majority of the work.

14. Does the UCF provide monitoring for exposure to radioactivity to the contractor?

ANSWER:

Yes. After completing radiation safety training provided by UCF EHS staff, the vendor staff member will be assigned a whole-body dosimeter which is monitored quarterly. Personal radiation monitors are available for real time monitoring.

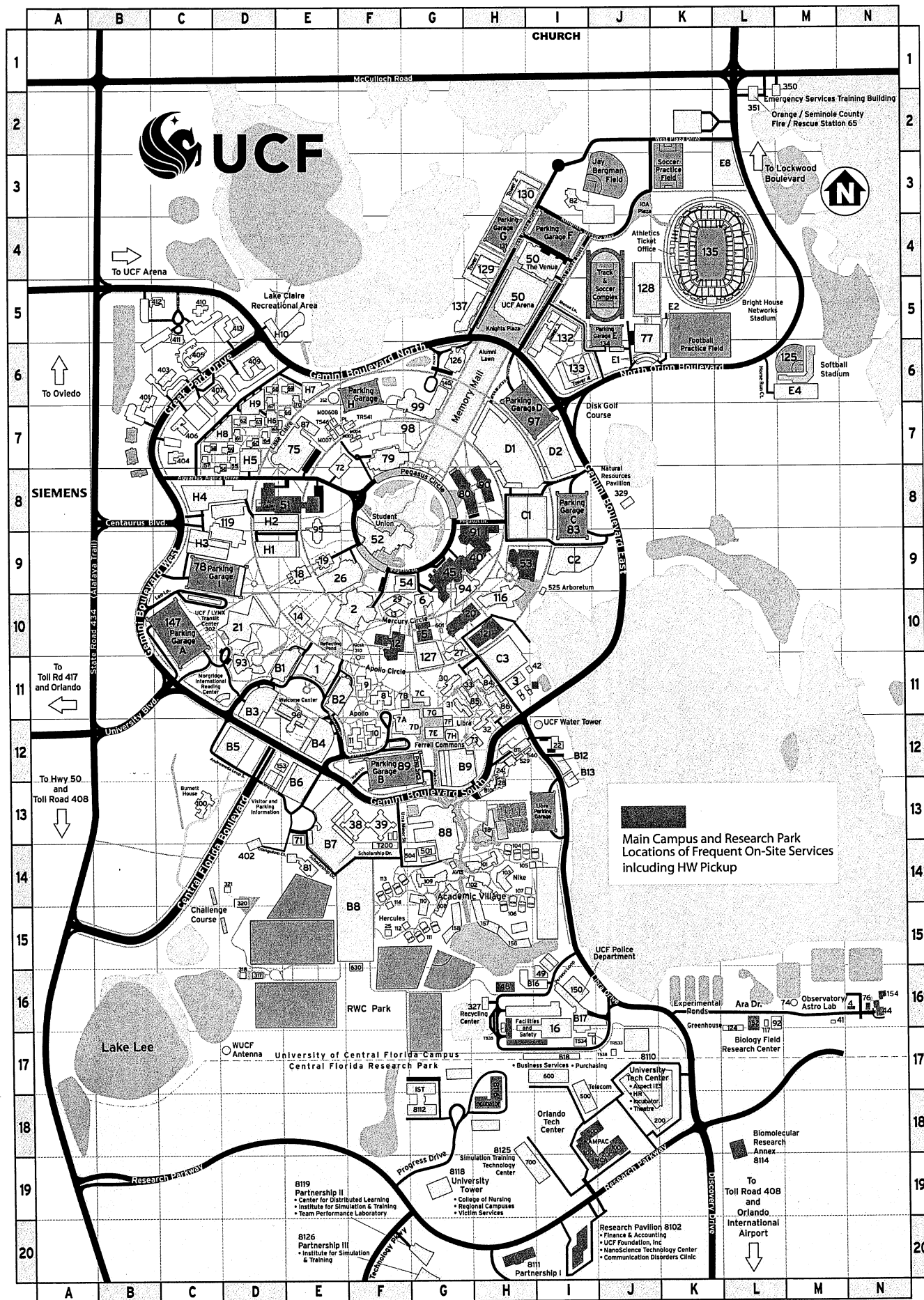
15. Please clarify the purpose of the acid neutralization tank. Is UCF adjusting the pH or only bulking low pH waste? What size of tank is currently being used?

ANSWER:

ANTs are installed to adjust the pH from laboratory sink lines in 6 buildings. 200 gallons.

16. Please clarify what is being requested by the units hour/day. Is a sell price expected for line items E13, E14, E17, E18, E21 and E22?

ANSWER: Please supply hourly rates as well as daily rates.



Fiscal Year 2014-2015 Fee Schedule

Category	Drum Size	Pricing
Non-Halogenated Solvents	55 gal	\$97.50
Halogenated Solvents (<2%)	55 gal	\$145.00
Used Oil (not contaminated)	55 gal	\$35.00
Organics for Fuel Blend	55 gal	
Organics Liquids for Incineration	55 gal	\$97.50
Non-Halogenated Solvents	30 gal	\$75.00
Halogenated Solvents (<2%)	30 gal	\$75.00
Organics for Fuel Blend	30 gal	\$75.00
Organics for Incineration	30 gal	\$85.00
Organic Acid/Solvent	30 gal	\$235.00
Corrosive Liquids for Treatment	55 gal	\$225.00
Corrosive Liquids for Treatment	30 gal	\$150.00
Corrosive Liquids for Treatment	5 gal	\$65.00
Non-Hazardous Liq. For Treatment	55 gal	\$80.00
Inorganic Solids for Treatment	55 gal	\$175.00
Organic Solids for Incineration	55 gal	\$245.00
Organic Sludges for Incineration	55 gal	\$195.00
55-gallon for Incineration	Lab Pack-55 gal	\$195.00
55-gallon for Treatment	Lab Pack-55 gal	\$175.00
55-gallon for Fuel Blend	Lab Pack-55 gal	\$185.00
30-gallon for Incineration	Lab Pack-30 gal	\$180.00

30-gallon for Treatment	Lab Pack-30 gal	\$125.00
30-gallon for Fuel Blend	Lab Pack-30 gal	\$135.00
20-gallon for Incineration	Lab Pack-20 gal	\$95.00
20-gallon for Treatment	Lab Pack-20 gal	\$95.00
20-gallon for Fuel Blend	Lab Pack-20 gal	\$90.00
5-gallon for Incineration	Lab Pack-5 gal	\$55.00
5-gallon for Treatment	Lab Pack-5 gal	\$55.00
5-gallon for Fuel Blend	Lab Pack-5 gal	\$40.00
5-gallon High Mercury	Lab Pack-5 gal	\$125.00
30-gallon High Mercury	Lab Pack-30 gal	\$250.00
55-gallon High Mercury	Lab Pack-55 gal	\$500.00
Paint in Cans	Lab Pack-55 gal	\$190.00
Aerosols for Incineration	30 gal	\$200.00
Aerosols for Incineration	5 gal	\$75.00
Reactives for Incineration	Per pound	\$7.00
SUPPLIES		
Metal Drum - 55 gallon	55 gal	\$35.00
Poly Drum - 30 gallon	30 gal	\$35.00
Fiber Drum - 20 gallon	20 gal	\$25.00
5-gallon Pail	5 gal	\$12.00
Vermiculite	bags	\$20.00
85-gallon Overpack drums	drum	\$125.00
Cubic Yard boxes	box	\$95.00

CYLINDERS		
Propane cylinder	20 pound	\$20.00
Propane cylinder	1 pound	\$20.00
Refrigerant / Freon cylinder	20 pound	\$0.00
Refrigerant / Freon cylinder	1 pound	\$7.50
Calibration gas cylinder	1 pound	\$95.00
Tank Pump Out Services		
Vacuum Truck w/ operator	hour	\$135.00
Field Technician For Tank Wash Out Services	hour	\$55.00
Vacuum tank washout	each	\$100.00
Sampling, Analysis (Metals)	each	\$200.00
Sampling, Analysis (Volatiles)	each	\$250.00
Sampling, Analysis (Semi Volatiles)	each	\$350.00
Sampling, Analysis (FLPRO)	each	\$95.00
STORAGE AREA INSPECTION AND WASTE COLLECTION SERVICE		
Chemist	hour	\$55.00
Technician	hour	\$35.00

ATTACHMENT "A" PRICE SCHEDULE

If applicable, divide the Agreement into units of deliverables including, but not limited to, reports, findings and drafts that must be received by a stated date and accepted in writing by the University before payment.

In accordance with the University of Central Florida's RFP/ITB No. #1208 CCSA _____ and Payee/vendor response.

Line Item	Qty	Item Description	Hourly Rate
001	1	Field Chemist	49.75
002	1	Field Chemist Technician	39.75



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University of Central Florida
P.O. Box 163500
Orlando, FL 32816-3500
Attn: Accounts Payable

INVOICE NUMBER: 40321

DATE: 05/29/2015

TOTAL DUE: \$3,477.50

Summary Information:

Contact: Brian Butkus

Re: Inspections/Outsourcing

P.O. No: UCF01-0000300640

Contract:

Job No: 325124

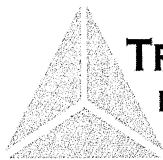
Customer No: 19829

Terms: Net 30

OSS Waste Management

		Quantity	Unit Price	Extension
Labor				
5/18	Environmental Chemist	8.00 Hour	\$55.00	\$440.00
5/18	Environmental Tech.	8.00 Hour	\$35.00	\$280.00
5/21	Environmental Chemist (Rad swipes)	8.00 Hour	\$55.00	\$440.00
5/21	Environmental Tech.	8.00 Hour	\$35.00	\$280.00
5/22	Environmental Chemist	8.00 Hour	\$55.00	\$440.00
5/22	Environmental Tech.	4.50 Hour	\$35.00	\$157.50
5/28	Environmental Chemist	8.00 Hour	\$55.00	\$440.00
5/28	Environmental Tech.	8.00 Hour	\$35.00	\$280.00
5/29	Environmental Chemist	8.00 Hour	\$55.00	\$440.00
5/29	Environmental Tech.	8.00 Hour	\$35.00	\$280.00

INVOICE TOTAL: \$3,477.50



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Attn: Accounts Payable

INVOICE NUMBER: 40330
DATE: 05/29/2015
TOTAL DUE: \$2,349.50

Summary Information:

Contact: Brian Butkus

Re: Lab Pack

P.O. No: UCF01-0000300640

Contract:

Job No: 325402

Customer No: 19829

Terms: Net 30

UCF

3512 Perseus Loop
Orlando, FL

			Quantity	Unit Price	Extension
Disposal					
007707363 FLE					
1-1	55 gal	Loosepack corrosive liquid basic inorganic	1.00	Unit \$125.00	\$125.00
1-2	55 gal	Halogenated Solvents	1.00	Unit \$212.00	\$212.00
1-3	55 gal	Non- Halogenated Solvents	1.00	Unit \$97.50	\$97.50
1-4	55 gal	Loose Pack non regulated material	2.00	Unit \$195.00	\$390.00
2-5	55 gal	Non regulated material waste water	2.00	Unit \$0.00	\$0.00
2-6	55 gal	Corrosive liquid toxic	1.00	Unit \$195.00	\$195.00
2-7	5 gal	Lab Pack corrosive solid acidic inorganic	1.00	Unit \$55.00	\$55.00
2-8	5 gal	Lab Pack flammable liquid toxic corrosive	1.00	Unit \$55.00	\$55.00
2-9	5 gal	Lab Pack hypochlorite solution	1.00	Unit \$55.00	\$55.00
2-10	16 gal	Lab Pack oxidizing liquid corrosive	1.00	Unit \$180.00	\$180.00
2-11	30 gal	Lab Pack flammable liquid corrosive	1.00	Unit \$180.00	\$180.00
Manifest Total:					\$1,544.50
Supplies					
	55 gal. close top metal		2.00	Each \$35.00	\$70.00
	15 gal. open top poly		3.00	Each \$25.00	\$75.00
	05 gal. open top poly		5.00	Each \$12.00	\$60.00
	55 gal. open top metal		8.00	Each \$35.00	\$280.00
	30 gal. open top poly		4.00	Each \$35.00	\$140.00
	Vermiculite		9.00	Each \$20.00	\$180.00

INVOICE TOTAL: \$2,349.50

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University of Central Florida
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Orlando, FL 32816-3500
Attn: Accounts Payable

INVOICE NUMBER: 40322

DATE: 05/27/2015

TOTAL DUE: \$2,824.25

Summary Information:

Contact: Sandra Hick

Re: Inspections/Outsourcing

P.O. No: UCF01-0000290860

Contract:

Job No: 325122

Customer No: 19829

Terms: Net 30

OSS Inventory

		Quantity	Unit Price	Extension
Labor				
5/19	Environmental Chemist	8.00 Hour	\$49.75	\$398.00
5/19	Environmental Tech.	8.00 Hour	\$39.75	\$318.00
5/20	Environmental Chemist	8.00 Hour	\$49.75	\$398.00
5/20	Environmental Tech.	8.00 Hour	\$39.75	\$318.00
5/26	Environmental Chemist	8.00 Hour	\$49.75	\$398.00
5/26	Environmental Tech.	8.00 Hour	\$39.75	\$318.00
5/27	Environmental Chemist	8.00 Hour	\$49.75	\$398.00
5/27	Environmental Tech.	7.00 Hour	\$39.75	\$278.25

INVOICE TOTAL: \$2,824.25



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Attn: Accounts Payable

INVOICE NUMBER:	40328
DATE:	05/19/2015
TOTAL DUE:	\$932.50

Summary Information:

Contact: Roland Taylor
Re: Tank Job
P.O. No: UCF01-0000300640
Contract:
Job No: 325380
Customer No: 19829
Terms: Net 30

UCF
3512 Perseus Loop
Orlando, FL
ANT Clean-out

	Quantity	Unit Price	Extension
Labor			
Environmental Tech.	1.00 Hour	\$55.00	\$55.00
Transportation			
Vac truck/Operator	6.50 Hour	\$135.00	\$877.50

INVOICE TOTAL: \$932.50



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P.O. Box 163500
Orlando, FL 32816-3500
Attn: Accounts Payable

INVOICE NUMBER: 40107
DATE: 05/15/2015
TOTAL DUE: \$4,410.00

Summary Information:

Contact: Brian Butkus

Re: Inspections/Outsourcing

P.O. No: UCF01-0000300640

Contract:

Job No: 325123

Customer No: 19829

Terms: Net 30

OSS Waste Management

		Quantity	Unit Price	Extension
Labor				
5/01	Environmental Chemist	8.00 Hour	\$55.00	\$440.00
5/01	Environmental Tech.	8.00 Hour	\$35.00	\$280.00
5/04	Environmental Chemist	8.00 Hour	\$55.00	\$440.00
5/04	Environmental Tech.	8.00 Hour	\$35.00	\$280.00
5/07	Environmental Chemist	8.00 Hour	\$55.00	\$440.00
5/07	Environmental Tech.	8.00 Hour	\$35.00	\$280.00
5/08	Environmental Chemist (ER Clean-up)	9.00 Hour	\$55.00	\$495.00
5/08	Environmental Tech. (ER Clean-up)	9.00 Hour	\$35.00	\$315.00
5/11	Environmental Chemist	8.00 Hour	\$55.00	\$440.00
5/11	Environmental Tech.	8.00 Hour	\$35.00	\$280.00
5/15	Environmental Chemist	8.00 Hour	\$55.00	\$440.00
5/15	Environmental Tech.	8.00 Hour	\$35.00	\$280.00

INVOICE TOTAL: \$4,410.00



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Orlando, FL 32816-3500
Attn: Accounts Payable

INVOICE NUMBER:	40108
DATE:	05/14/2015
TOTAL DUE:	\$3,580.00

Summary Information:

Contact: Sandra Hick

Re: Inspections/Outsourcing

P.O. No: UCF01-0000290860

Contract:

Job No: 325121

Customer No: 19829

Terms: Net 30

OSS Inventory

		Quantity	Unit Price	Extension
Labor				
5/05	Environmental Chemist	8.00 Hour	\$49.75	\$398.00
5/05	Environmental Tech.	8.00 Hour	\$39.75	\$318.00
5/06	Environmental Chemist	8.00 Hour	\$49.75	\$398.00
5/06	Environmental Tech.	8.00 Hour	\$39.75	\$318.00
5/12	Environmental Chemist	8.00 Hour	\$49.75	\$398.00
5/12	Environmental Tech.	8.00 Hour	\$39.75	\$318.00
5/13	Environmental Chemist	8.00 Hour	\$49.75	\$398.00
5/13	Environmental Tech.	8.00 Hour	\$39.75	\$318.00
5/14	Environmental Chemist	8.00 Hour	\$49.75	\$398.00
5/14	Environmental Tech.	8.00 Hour	\$39.75	\$318.00

INVOICE TOTAL: \$3,580.00



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Orlando, FL 32816-3500
Attn: Accounts Payable

INVOICE NUMBER: 32726

DATE: 04/30/2015

TOTAL DUE: \$4,417.50

Summary Information:

Contact: Brian Butkus

Re: Inspections/Outsourcing

P.O. No: UCF01-0000300640

Contract:

Job No: 324823

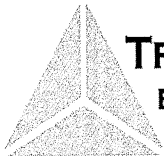
Customer No: 19829

Terms: Net 30

OSS Waste Management

		Quantity	Unit Price	Extension
Labor				
4/16	Environmental Chemist	8.00 Hour	\$55.00	\$440.00
4/16	Environmental Tech.	8.00 Hour	\$35.00	\$280.00
4/17	Environmental Chemist	8.00 Hour	\$55.00	\$440.00
4/17	Environmental Tech.	8.00 Hour	\$35.00	\$280.00
4/20	Environmental Chemist	8.00 Hour	\$55.00	\$440.00
4/20	Environmental Tech.	8.00 Hour	\$35.00	\$280.00
4/23	Environmental Chemist	8.00 Hour	\$55.00	\$440.00
4/23	Environmental Tech.	8.00 Hour	\$35.00	\$280.00
4/24	Environmental Chemist	8.00 Hour	\$55.00	\$440.00
4/24	Environmental Tech.	8.00 Hour	\$35.00	\$280.00
4/27	Environmental Chemist	7.50 Hour	\$55.00	\$412.50
4/27	Environmental Chemist	4.50 Hour	\$55.00	\$247.50
4/27	Environmental Tech.	4.50 Hour	\$35.00	\$157.50

INVOICE TOTAL: \$4,417.50



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Orlando, FL 32816-3500
Attn: Accounts Payable

INVOICE NUMBER:	32727
DATE:	04/30/2015
TOTAL DUE:	\$3,530.25

Summary Information:

Contact: Sandra Hick
Re: Inspections/Outsourcing
P.O. No: UCF01-0000290860
Contract:
Job No: 324821
Customer No: 19829
Terms: Net 30

OSS Inventory

		Quantity	Unit Price	Extension
Labor				
4/21	Environmental Chemist	8.00 Hour	\$49.75	\$398.00
4/21	Environmental Tech.	8.00 Hour	\$39.75	\$318.00
4/22	Environmental Chemist	8.00 Hour	\$49.75	\$398.00
4/22	Environmental Tech.	8.00 Hour	\$39.75	\$318.00
4/28	Environmental Chemist	8.00 Hour	\$49.75	\$398.00
4/28	Environmental Tech.	8.00 Hour	\$39.75	\$318.00
4/29	Environmental Chemist	8.00 Hour	\$49.75	\$398.00
4/29	Environmental Tech.	8.00 Hour	\$39.75	\$318.00
4/30	Environmental Chemist	7.00 Hour	\$49.75	\$348.25
4/30	Environmental Tech.	8.00 Hour	\$39.75	\$318.00

INVOICE TOTAL: \$3,530.25



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University of Central Florida
 P.O. Box 163500
 Orlando, FL 32816-3500
 Attn: Accounts Payable

INVOICE NUMBER:	32749
DATE:	04/24/2015
TOTAL DUE:	\$3,874.00

Summary Information:

Contact: Brian Butkus

Re: Lab Pack

P.O. No: UCF01-0000300640

Contract:

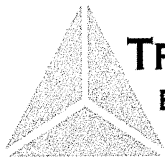
Job No: 325020

Customer No: 19829

Terms: Net 30

UCF
 3512 Perseus Loop
 Orlando, FL

			Quantity	Unit Price	Extension
Disposal					
007707362 FLE					
1-1	30 gal	Aerosols	1.00	Unit	\$200.00
1-2	55 gal	Non regulated liquid	1.00	Unit	\$195.00
1-3	55 gal	Non regulated Material Loose Pack	1.00	Unit	\$245.00
1-4	30 gal	Corrosive liquid acidic inorganic	1.00	Unit	\$180.00
2-5	55 gal	Lab Pack corrosive liquid toxic	1.00	Unit	\$195.00
2-6	55 gal	Lab Pack corrosive liquid toxic	1.00	Unit	\$195.00
2-7	55 gal	Loosepack flammable liquid	1.00	Unit	\$185.00
2-8	55 gal	Lab Pack toxic liquid organic	1.00	Unit	\$195.00
2-9	55 gal	Lab Pack flammable liquid toxic corrosive	1.00	Unit	\$195.00
2-10	55 gal	Lab Pack toxic solid inorganic	1.00	Unit	\$195.00
2-11	55 gal	Lab Pack flammable liquid corrosive	1.00	Unit	\$195.00
2-12	55 gal	Flammable solid organic	1.00	Unit	\$245.00
2-13	5 gal	Lab Pack vanadium pentoxide	1.00	Unit	\$55.00
2-14	5 gal	Lab Pack sodium azide	1.00	Unit	\$55.00
3-15	5 gal	Lab Pack water reactive liquid corrosive	10.00	Lb	\$7.00
3-16	5 gal	Lab Pack ether	1.00	Unit	\$55.00
3-17	5 gal	Lab Pack toxic solid inorganic	1.00	Unit	\$0.00
3-18	5 gal	Lab Pack water reactive liquid corrosive	10.00	Lb	\$7.00
3-19	5 gal	Lab Pack carbon disulfide	1.00	Unit	\$55.00
3-20	5 gal	Lab Pack flammable solid toxic organic	8.00	Lb	\$7.00
3-21	5 gal	Lab Pack water reactive liquid corrosive	7.00	Lb	\$7.00
3-22	5 gal	Lab Pack water reactive solid	7.00	Lb	\$7.00
3-23	55 gal	Non- Halogenated Solvents	1.00	Unit	\$185.00
Manifest Total:					\$3,119.00
Supplies					
	05 gal. Poly open top		10.00	Each	\$12.00



TRIUMVIRATE
ENVIRONMENTAL

University of Central Florida

Invoice # 32749

Page 2 of 2

Supplies

55 gal. Metal open top
55 gal. Metal close top
30 gal. Poly Open top
Vermiculite

Quantity	Unit Price	Extension
1.00 Drum	\$35.00	\$35.00
10.00 Each	\$35.00	\$350.00
2.00 Each	\$35.00	\$70.00
9.00 Bag	\$20.00	\$180.00

INVOICE TOTAL: \$3,874.00

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TRIUMVIRATE
ENVIRONMENTAL

Please Remit To:

Dept. 111015
P.O. Box 150502
Hartford, CT 06115-0502
(800) 966-9282
www.triumvirate.com

University of Central Florida
P.O. Box 163500
Orlando, FL 32816-3500
Attn: Accounts Payable

INVOICE NUMBER: 32390

DATE: 04/01/2015

TOTAL DUE: \$2,708.11

Summary Information:

Contact: Joesph Myerson

Re: Drums, Chemical Move

P.O. No: UCF01-0000300640

Contract:

Job No: 324857

Customer No: 19829

Terms: Net 30

UCF-Burnett School of Biomedical Science
12722 Research Pkwy
Orlando, FL

	Quantity	Unit Price	Extension
Disposal			
007707264 FLE			
1-1 5 gal Loosepack ethanol	1.00	Unit \$40.00	\$40.00
1-2 30 gal Lab Pack toxic liquid organic	1.00	Unit \$180.00	\$180.00
1-3 16 gal Lab Pack toxic solid organic	1.00	Unit \$95.00	\$95.00
		Manifest Total:	\$315.00
Labor			
Environmental Chemist	8.00	Hour \$65.00	\$520.00
Environmental Tech.	8.00	Hour \$45.00	\$360.00
Supplies			
30 gal. Poly Open top	1.00	Drum \$35.00	\$35.00
15 gal. Poly open top	1.00	Drum \$25.00	\$25.00
05 gal. Poly open top	1.00	Each \$12.00	\$12.00
Vermiculite	1.00	Each \$20.00	\$20.00
Decon solution	1.00	Each \$300.00	\$300.00
PPE	1.00	Each \$600.00	\$600.00
Transportation			
Stop charge	1.00	Each \$100.00	\$100.00
Miscellaneous			
Fuel and Insurance Surcharge			\$411.66
Hazardous Waste Fee 3%			\$9.45

INVOICE TOTAL: \$2,708.11