

SUBMIT OFFER TO:
Via Bonfire Web Portal
UNIVERSITY OF CENTRAL FLORIDA
Phone: (407) 823-2661

[www.procurement.ucf.edu](https://ucfprocurement.bonfirehub.com/opportunities/49428)
<https://ucfprocurement.bonfirehub.com/opportunities/49428>

Your submission must be uploaded, submitted, and finalized prior to the closing time on **January 13, 2022 @ 2:00pm**. We strongly recommend that you give yourself sufficient time and at least ONE (1) day before the closing time to begin the uploading process and to finalize your submission. See **Appendix 4** for submittal instructions.

University of Central Florida

INVITATION TO NEGOTIATE

Contractual Services

Acknowledgement Form

Page 1 of 38 Pages

OFFERS WILL BE OPENED **January 13, 2022 @ 2:00pm EST**

ITN NO. **ITN2021-03**

and may not be withdrawn within **120** days after such date and time.

UNIVERSITY ADVERTISING DATE:

ITN TITLE: **Temporary Labor Services**

November 17, 2021

FEDERAL EMPLOYER IDENTIFICATION NUMBER

59-3318053

SUPPLIER NAME

Tews Consulting, Inc.

REASON FOR NO OFFER:

SUPPLIER MAILING ADDRESS

1000 Legion Place, Ste. 730

CITY - STATE - ZIP CODE

Orlando, FL 32801

POSTING OF PROPOSAL TABULATIONS

Proposal tabulations with intended award(s) will be posted for review by interested parties on the Procurement Services solicitation webpage and will remain posted for a period of 72 hours. Failure to file a protest in accordance with BOG regulation 18.002 or failure to post the bond or other security in accordance with BOG regulation 18.003 shall constitute a waiver of protest proceedings.

AREA CODE

(407)

TELEPHONE NUMBER

956-6180

FAX:

EMAIL: **Relkins@tewscompany.com**

Government Classifications

Check all that apply

- | | |
|---|--|
| <input type="checkbox"/> African American | <input type="checkbox"/> American Woman |
| <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 Supplier and that the Supplier 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 Supplier offers and agrees that if the offer is accepted, the Supplier 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 procurement agency tenders final payment to the Supplier.

GENERAL CONDITIONS

1. SEALED OFFERS: All offer sheets and this form must be executed and submitted as specified in Section 2.6. 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 the Supplier 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 explaining 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, the Supplier must submit a "NO OFFER," and it must be received no later than the stated offer opening date and hour.



AUTHORIZED SIGNATURE (MANUAL)

Robin Elkins, Vice President of
AUTHORIZED SIGNATURE (TYPED), TITLE
Operations



UNIVERSITY OF CENTRAL FLORIDA

Department of Procurement Services
12424 Research Parkway, Suite 300
Orlando, FL 32816-0975

ADDENDUM

IMPORTANT DOCUMENT – INVITATION TO NEGOTIATE

ITN NUMBER: 2021-03TCSA

OPENING DATE & TIME: ~~January 13, 2022 @ 2 p.m.~~ January 27, 2022 @ 2 p.m. EST (See below)

ITN TITLE: STAFF TEMPORARY SERVICES

ADDENDUM NUMBER: I ADDENDUM DATE: December 15, 2021

Purpose of this addendum is to:

- Provide answers to questions submitted during the open Q/A period on 1/13/22.
- Extend the due date for offer submission to 1/27/22 @ 2 p.m. EST.

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

Robin Elkins
PROPOSERS SIGNATURE

Robin Elkins
PRINT OR TYPE PROPOSER'S NAME

Tews Company
COMPANY NAME

RElkins@twscompany.com
EMAIL ADDRESS

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: Proposers 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 Proposer's risk.

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

Suppliers shall submit properly certified original invoices to:

Division of Finance
12424 Research Parkway, Suite 300
Orlando, Florida 32826-3249

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 at <https://fa.ucf.edu/travel-payables-forms/>.

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

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

Vendor Ombudsman: A vendor ombudsman position has been established within the UCF Division of Finance. It is the duty of this individual to act as an advocate for Suppliers who may be experiencing problems in obtaining timely payments(s) from the University of Central Florida. The vendor ombudsman can be contacted at (407) 882-1082 or by mail at the address in paragraph 4(d) above.

The ombudsman shall review the circumstances surrounding non-payment to determine if an interest payment is due, the amount of the payment; and, shall ensure timely processing and submission of the payment request in accordance with University policy.



UNIVERSITY OF CENTRAL FLORIDA

INVITATION TO NEGOTIATE (ITN) NUMBER 2021-03TCSA

FOR

Temporary Labor Services

TABLE OF CONTENTS

1.0	INTRODUCTION
1.1	Statement of Objective.....
1.2	Contract Award.....
1.3	UCF Environment.....
2.0	GENERAL CONDITIONS
2.1	Authorized UCF Representative/Public Notices/UCF Discretion....
2.2	Approximate Calendar of Events.....
2.3	Respondent Communications and/or Inquiries.....
2.4	Respondent Conference and Site Visit.....
2.5	Written Addenda.....
2.6	Offer Due/Proposal Opening Date.....
2.7	Section Not Used.....
2.8	Evaluation Criteria and Selection Process.....
2.9	Posting of Recommended Selection.....
2.10	Offer Validity Period.....
2.11	Disposition of Offers/Florida Public Records Law Compliance.....
2.12	Economy of Presentation.....
2.13	Restricted Discussions/Submissions.....
2.14	Verbal Instructions Procedure.....
2.15	State Licensing Requirements.....
2.16	Parking.....
2.17	Definitions.....
2.18	Procurement Rules.....
2.19	Force Majeure.....
2.20	Limitation of Remedies, Indemnification, and Insurance.....
2.21	Term of Contract.....
2.22	Cancellation/Termination of Contract.....
2.23	Assignment and Amendment of Contract.....
2.24	Independent Parties.....
2.25	Performance Investigations.....
2.26	Records.....
2.27	Public Records.....
2.28	Public Records, Service Contracts, Compliance 119.0701, FS
2.29	Severability.....
2.30	Notices.....
2.31	Governing Law and Venue.....
2.32	Liaison.....
2.33	Subcontracts.....
2.34	Employment of UCF Personnel.....
2.35	Conflict of Interest.....
2.36	Equal Opportunity Statement.....
2.37	Waiver of Rights and Breaches.....
2.38	Headings Not Controlling.....
2.39	Employee Involvement/Covenant Against Contingent Fees.....
2.40	Employment of Aliens.....
2.41	Site Rules and Regulations.....
2.42	Travel Expenses.....
2.43	Annual Appropriations.....
2.44	Taxes.....

2.45	Contractual Precedence.....
2.46	Use of Contract by Other Government Agencies.....
2.47	Public Entity Crimes.....
2.48	Work for Hire.....
2.49	Export Control.....
2.50	Nonnegotiable Conditions and Requirements.....
2.51	Revised Quantities.....
2.52	Family Educational Rights and Privacy Act
2.53	Smoke Free Policy.....
2.54	Contact with Minor Children.....
2.55	Reporting of Child Abuse.....
2.56	Secure Handling of UCF Data.....
2.57	Employee Background Checks.....
2.58	E-Verify.....
2.59	COVID-19 Policy Compliance

3.0 REQUIRED OFFER FORMAT

3.1	Introduction.....
3.2	Respondent/Offer Sections.....

4.0 OTHER REQUIREMENTS

APPENDIX I TERMS AND CONDITIONS

APPENDIX II CERTIFICATE OF NON-SEGREGATED FACILITIES

APPENDIX III COMPLIANCE AND CERTIFICATION OF GOOD STANDINGS

APPENDIX IV BONFIRE SUBMISSION INSTRUCTIONS FOR SUPPLIERS

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 several service providers to provide temporary labor services in numerous categories including, but not limited to, administrative, accounting, training, support staff, information technology, professionals, light industrial, technical, skilled trades, and general maintenance. This ITN does not seek hourly pricing from proposers; however, each proposer must respond with their capabilities to meet the objectives of this ITN which includes reaching agreements on terms and conditions.

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 in Appendix I) 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 <https://procurement.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, the Respondent's offer being found to be nonresponsive, incomplete, or irregular in any way, or when the 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 proposer(s) whose offer may be deemed in the best interest of the university.
- 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 is a comprehensive coeducational institution offering undergraduate, graduate, medical, and international programs, and is part of the State University System of Florida.

The University of Central Florida and its 12 colleges provide opportunities to over 70,000 students from all 50 states and 140 countries. UCF employs approximately 12,300 faculty and staff. Offering more than 231 degree programs, it has become an academic and research leader

in numerous fields, such as optics, modeling and simulation, engineering and computer science, business administration, education, science, hospitality management and digital media.

UCF's 1,415-acre main campus provides modern facilities, most of which have wireless connectivity, with 600 acres set aside for lakes, woods and an arboretum.

UCF has 13 colleges, including the newly established College of Medicine. More than 70,000 students attend classes on UCF's main campus and its 11 regional campuses located throughout Central Florida. UCF has granted more than 364,000 degrees in its 57 years of offering classes.

About 5,800 students live on campus in college facilities and 8,000 – 10,000 within walking distance to campus in private facilities.

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

2.0 GENERAL CONDITIONS

2.1 Authorized UCF Representative/Public Notices/UCF Discretion

The Respondent's response to this ITN and any communications and/or inquiries by the 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.

Trinh Nguyen
Procurement Services Department
12424 Research Parkway, Suite 300
Orlando, FL 32816-0975
trinh.nguyen@ucf.edu
Phone: 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 on the UCF Procurement Services website. Additionally, any portion of a meeting at which a negotiation with a Supplier is conducted pursuant to a competitive solicitation at which a Supplier makes an oral presentation or at which a Supplier 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
11/17/2021	Invitation To Negotiate advertised
12/08/2021	Last day to submit communications and/or inquiries in writing only; preferably by email to trinh.nguyen@ucf.edu (buyer)
12/15/2021	Responses to inquiries and Addenda
01/13/2022	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 I. 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 negotiable terms and conditions set forth in this ITN is to indicate in Appendix I, 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. UCF may or may not accept or agree to negotiate any of the terms and conditions that Respondents indicated they disagreed with, all at UCF's sole discretion. The indication of disagreement with any non-negotiable terms and conditions may be automatically rejected.
- C. Failure to submit Appendix I and clearly indicate which terms and conditions the Respondent agrees and disagrees with (i.e., failure to initial the designated sections set forth in Appendix I, indicating that the Respondent has either understood and agreed to or disagreed with each particular section listed on Appendix I) and/or clear and detailed reasons for the disagreement, with the offer, 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 may 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 in

Appendix I, will always stay as they are, and any requested changes to such clauses may 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 **December 8, 2021 at 2:00 p.m.** Eastern Standard 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 not be considered valid or binding.

2.4 Respondent Conference and Site Visit

N/A

2.5 Written Addenda

Written Addenda to this ITN along with an Addenda Acknowledgment Form will be posted on the Procurement Services 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 Procurement Services website periodically to verify whether any such Addenda and forms were issued.

2.6 Offer Due/Proposal Opening Date

Proposals will be received and opened on **January 13, 2022 at 2:00 p.m** Eastern Standard Time via UCF's Bonfire Web Portal. For additional information, please refer to Appendix IV: Submission Instructions for Suppliers. UCF shall in no way be responsible for or accept any proposals not uploaded prior to the closing date and time. The Respondent's response to this ITN shall be prepared in accordance with Section 3.0 "Required Offer Format." Telephone, facsimile, telegraphic, and electronic mail offers, negotiations, and/or amendments to original offers shall not be accepted.

2.7 Section Not Used

2.8 Evaluation Criteria and Selection Process

A. UCF reserves the right to conduct negotiations if the decision maker (UCF Board of Trustees, Vice President/Dean or his/her written designee(s)) with the advice and consent of Procurement Services determines negotiations to be in the best interest of the university. Any portion of a meeting at which a negotiation with a Supplier 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 Suppliers 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 proposer(s) whose offer(s) may represent the best interest of the university. The following is a short overview of some of the decision maker's responsibilities during the solicitation and award process:

1. Establish a group of evaluators tailored for the particular acquisition that includes appropriate expertise to ensure a comprehensive evaluation of offers. The evaluators will review all responsive offers;
 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 proposers, 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 evaluators or other boards (if any);
 6. Select the proposer(s) whose offer(s) are the best value to the university;
 7. Select a negotiation team (only if award is not made outright). This can be the evaluators or any other individual(s) the decision maker deems necessary for the acquisition. The negotiation team will negotiate with those proposer(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 the group of evaluators. The group of evaluators 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 evaluators. Evaluators, 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. After offer opening, each evaluator shall function independently of all other persons including, without limitations, the other evaluators, and, throughout the entire evaluation process, each evaluator 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 evaluator 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 Criteria	Max Points
1. EXPERIENCE AND QUALIFICATIONS OF PROPOSER	30
2. PROJECT STAFF QUALIFICATIONS/EXPERIENCE	20
3. OVERALL RESPONSIVENESS OF PROPOSAL TO SATISFY SCOPE/ PROJECT APPROACH	40
4. CONFORMANCE TO ITN'S PREFERRED CONDITIONS AND REQUIREMENTS (FAILURE TO CONFORM TO ITN'S MANDATORY CONDITIONS AND REQUIREMENTS MAY RESULT IN REJECTION OF PROPOSAL)	10
Evaluation of Responses Point Total	100

Each evaluator must independently score each offer in UCF's Bonfire Web Portal in accordance with the criteria herein. Each evaluator is to enter comments, if any, regarding the offer and submit his/her evaluation via Bonfire. The assigned **Procurement Services**

Professional identified in section 2.1 will forward a summary to the **Decision Maker** or his/her designee. At the time of such delivery to the **Procurement Services Professional**, the evaluator 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 evaluators' 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 offer(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 and advise the **Decision Maker** during his/her decision-making 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.

- D. **Decision Maker** shall obtain approval from the University Board of Trustees to award a contract exceeding the President's Delegation of Authority, per Policy BOT-4.

2.9 Posting of Recommended Selection

An intent to award will be posted within a reasonable time after the Procurement Services 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 on the Procurement Services solicitations webpage and will remain posted for a period of seventy-two (72) hours.

- 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 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.
1. 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.

2. 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 Supplier does not ensure that such materials will be exempt from disclosure. Respondents must identify specifically any information contained in their bid which they consider confidential and/or proprietary and which they believe to be exempt from disclosure, citing specifically the applicable exemption law. A generic notation that information is "confidential" is not sufficient. Failure to provide a detailed explanation and justification including statutory citations and specific reference to your bid detailing what provisions, if any, the Respondent believes are exempt from disclosure, may result in the entire bid being subject to disclosure in accordance with Chapter 119 of the Florida Statutes. 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 Supplier of those same records as "confidential," "proprietary," or "trade secret." The ultimate determination of whether a Supplier'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, colorful 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, evaluators 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 and received on a timely basis, i.e., not later than 2:00 p.m. EST on December 8, 2021, will be recognized by UCF as duly authorized expressions on behalf of the Respondent.

2.15 State Licensing Requirements

To the extent applicable, the 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. The Respondent is to provide proof of such to UCF as a condition of award of a contract. If the 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

The Respondent/Supplier(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/Supplier. The Respondent's/Supplier's vehicle(s) shall observe all parking rules and regulations. Failure to obtain parking permits, properly display them, and otherwise comply with all of the University's parking rules and regulations could result in the issuance of a parking ticket and/or towing at the expense of the Respondent/Supplier or Respondent's/Supplier's employees. For additional parking information or information regarding parking fees/rates, contact the UCF Parking Services Department at (407) 823-5812 or online at <https://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 Supplier which incorporates the requirements and conditions listed in this ITN and the Supplier's offer.

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 Supplier experience, project plan, design features of the product(s) offered, etc. An 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 ITN and will not give a Respondent an advantage or benefit not enjoyed by another Respondent.

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

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 **Renee Grigor**.

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) that UCF uses to make a purchase under the contract term, which includes a formal written PO, electronic PO, Procurement Card (PCard), or any other means authorized by Procurement Services and that 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/Proposer/Vendor/Supplier/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 proposal 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 Procurement Services 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/Proposer/Supplier/Contractor – The firm or individual who is the recommended recipient of the award of a contract under this ITN (also synonymous with "Proposer" and "Supplier"). 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 or University – University of Central Florida

UCF's Contract Administrator – The University's designated liaison with the Respondent. In this matter, UCF's Contract Administrator will be **Trinh Nguyen**.

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 I, indicating that the Respondent has either understood and agreed to or disagreed with each particular section listed in Appendix I. Failure to submit Appendix I 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, pandemics, wars, embargoes, fires, earthquakes, acts of God, or default of common carriers. 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 the 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. The Respondent(s)/Supplier(s)/ Proposer(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 the Respondent(s)/Supplier(s)/ Proposer(s), its employees, its agents or of others under the Respondent's/Supplier's/ Proposer'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, the Respondent/Supplier/ Proposer also shall indemnify and hold harmless the University of Central Florida 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.

All insurance shall be procured from companies authorized to do business in the State of Florida with a minimum A.M. Best rating of A, or equivalent. Proof of coverage shall be provided by submitting to the University's Risk Management Office a certificate or certificates evidencing the existence thereof or binders and shall be delivered within fifteen (15) days of the tentative award date of the Contract. In the event a binder is delivered, it shall be replaced within thirty (30) days by a certificate in lieu thereto. A renewal certificate shall be delivered to the University at least thirty (30) days prior to the expiration date of each expiring policy.

1. **General Liability:** Supplier shall provide a Certificate of Insurance evidencing Commercial General Liability insurance coverage in force with minimum limits of \$1,000,000 (ONE MILLION DOLLARS) per Occurrence and \$2,000,000 (TWO MILLION DOLLARS) Aggregate. Upon acceptance and confirmation of coverage by the University and before beginning work, and at all times during the term of the contract, Supplier will maintain said General Liability insurance in force and shall provide the University with a Certificate of Insurance and Additional Insured Endorsement listing the University of Central Florida Board of Trustees as "Additional Insured." The Certificate will provide a minimum 30 days advanced notice to in the event of cancellation.
2. **Auto Liability:** If Supplier operates a vehicle on campus for commercial use in the performance of this Contract (i.e. deliveries, transport of employees, etc.), Supplier shall provide a Certificate of Insurance evidencing Auto Liability insurance with minimum \$1,000,000 (ONE MILLION DOLLARS) per Accident Combined Single Limit for Bodily Injury and Property Damage. Upon

acceptance and confirmation of coverage by University and before beginning work, and at all times during the term of the contract, Supplier will maintain said Auto Liability insurance in force and provide University with a Certificate of Insurance listing the University of Central Florida Board of Trustees as "Additional Insured." The Certificate will provide a minimum 30 days advanced notice to University in the event of cancellation.

3. **Workers' Compensation:** Supplier shall provide a Certificate of Insurance evidencing Workers' Compensation coverage consistent with Florida Statute and Employer's liability no less than \$500,000 (FIVE HUNDRED THOUSAND DOLLARS) for Bodily Injury by accident, each accident, Bodily Injury by disease, each employee, and policy limit. Upon acceptance and confirmation of coverage by University and before beginning work, and at all times during the term of the contract, Supplier will maintain said Workers Compensation and Employer's Liability insurance in force and provide University with a current Certificate of Insurance. The Certificate will provide a minimum 30 days advanced notice to University in the event of cancellation.
4. **Certificates of Insurance:** The University of Central Florida Board of Trustees is to be listed as Additional Insured on all Certificates issued. Supplier shall send a copy of his/her Certificate of Insurance along with accompanying Additional Insured Endorsements naming the University of Central Florida Board of Trustees to the following address:

Email: RiskManagement@ucf.edu
5. The University, at its sole discretion, has the right to deviate from any of the insurance requirements herein. If the University decides to deviate from the insurance requirements stated herein, the University will inform the Supplier in writing.

2.21 Term of Contract

The contract resulting from this ITN, if any, shall commence on or about March 2022 and shall end on February 28, 2025. The University may renew/extend a resultant contract, as mutually agreed to by both parties. Renewals may not exceed 5 years or twice the term of the original contract, whichever is longer. An extension may not exceed 12 months or until completion of the competitive solicitation and award or protest, whichever is longer.

2.22 Cancellation/Termination of Contract

UCF may terminate a contract resulting from this ITN without cause on thirty (30) days' advanced written notice to the Contractor. 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. The thirty (30) days' advanced written notice shall start on the date sent out by UCF, e.g., date of email sent, date stamp on letter mailed.

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/Supplier/ Proposer/Contractor 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. The 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 Contractor.

2.27 Public Records

Any contract resulting from this ITN may be canceled unilaterally by the University for refusal by the Respondent/Supplier/ Proposer/Contractor 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/Supplier/ Proposer/Contractor in conjunction with a resultant contract.

2.28 Public Records, Service Contracts, Compliance With Section 119.0701, F.S.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: Office of the General Counsel, (407)823-2482, gcounsel@ucf.edu, University Of Central Florida, 4365 Andromeda Loop N., Millican Hall, Suite 360, Orlando, FL 32816-0015.

PUBLIC RECORDS, CONTRACT FOR SERVICES

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

1. Keep and maintain public records required by the public agency to perform the service.
2. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the public agency.
4. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

A request to inspect or copy public records relating to a public agency's contract for services must be made directly to the public agency. If the public agency does not possess the requested records, the public agency shall immediately notify the contractor of the request, and the contractor must provide the records to the public agency or allow the records to be inspected or copied within a reasonable time.

If a contractor does not comply with the public agency's request for records, the public agency shall enforce the contract provisions in accordance with the contract.

This Contractor and any subcontractors shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a), 60-741.5(a), and 29 CFR Part 471, Appendix A to Subpart A with respect to affirmative action program and posting requirements. 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, sexual orientation gender identity, 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, sexual orientation, gender identity, national origin, protected veteran status, or physical or mental disability.

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 Renee Grigor.

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. The 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 Contractor 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. Contractor 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 Contractor 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. The 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, the Respondent must complete a Certificate of Non-Segregated Facilities form and attach the form to the offer. A sample certificate is attached as **APPENDIX II**.
- 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). The 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 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 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 the 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 the Respondent. In the event of the Respondent's breach or violation of this warranty, UCF shall, subject to the 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

The Contractor's employment of unauthorized aliens, if any, shall be considered a violation of §§274(e) of the Immigration and Nationality Act. If the Contractor 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

The 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 Expenses

The 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, the 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 Contractor's ITN response. In the event of any conflict or inconsistency between the aforementioned 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 Supplier/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 Supplier/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 Contractor or anyone working on behalf of the Contractor (the term Contractor 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 Contractor 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 Contractor 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 Contractor 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 Contractor's expense, any Materials which the University deems to be unsatisfactory. On or before completion of the Contractor's services hereunder, the Contractor 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 Contractor hereby represents and warrants that (a) all applicable laws, rules and regulations

have been complied with, (b) the Contractor 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 Contractor agrees to indemnify and hold harmless the University of Central Florida Board of Trustees and those acting for or on its behalf, 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 Contractor, (b) the use or reproduction in any manner, whatsoever, or (c) any breach or alleged breach of any of the Contractor'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 that 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 Contractor 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 Contractor 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 Contractor wishes to disclose export controlled technology or technical data to the University, the Contractor 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 Contractor 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 Contractor understands and agrees that to the extent the Contractor'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 in Appendix I 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 I 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 Revised Quantities

The University reserves the right to increase or decrease total quantities as necessary. The University may place additional orders for the same or modified scope of the commodities/services solicited under this ITN within 180 days after expiration of the contract resulting from this ITN. Total additional quantities/modified scope, 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, Licensor may not disclose or re-disclose personally identifiable information unless Licensee has first authorized in writing such disclosure or re-disclosure; and
- F. Licensor 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.

2.53 Smoke-Free Policy

The University prohibits smoking on all university owned, operated, leased and/or controlled properties in order to maintain a healthy and safe environment for its faculty, staff, students, and visitors. Visit <http://www.ucf.edu/smokefree> for additional information.

2.54 Contact with Minor Children

To the extent that the Supplier qualifies as a provider pursuant to the National Child Protection Act of 1993, as amended, or as a service provider in accordance with applicable Florida law/Statutes, who has direct contact with children receiving services or with adults who are developmentally disabled receiving services or who qualifies as a direct service provider to the elderly (as defined by Florida law/Statutes), Supplier hereby guarantees that Supplier and/or anyone acting on the Supplier's behalf (including, but not limited to Supplier's employees, agents, subcontractors, etc.) has undergone/passed a Level II (two) background check with the State of Florida, as provided under Chapter 435 and hereby certifies that none of Supplier's employees, agents, subcontractors and/or anyone else acting on the Supplier's behalf, has any disqualifying offenses, including, but not limited to those listed in Section 435.04, Florida Statutes.

2.55 Reporting of Child Abuse

The Supplier hereby expressly agrees to instruct its employees, agents, subcontractors and/or anyone else acting on the Supplier's behalf to report to the University of Central Florida police any instance of child abuse, abandonment, or neglect witnessed or learned about that occurred on University of Central Florida property or during an event or function sponsored by the University of Central Florida.

2.56 Secure Handling of UCF Data

The University requires Suppliers and other third parties to review, accept, and integrate secure data handling requirements as part of any contract, agreement, or Service Level Agreement ("SLA") that involves the storage, transmission, processing, or collection of UCF data, or access to UCF data, by the Supplier. This Agreement is intended to ensure that UCF's security and compliance requirements are outlined and followed by the Supplier. Additional agreements may be required depending on the data involved. Visit <http://www.infosec.ucf.edu/vrm> for additional information.

2.57 Employee Background Checks

The Contractor assumes all liability arising out of, and is solely responsible for, conducting background checks for all of the Contractor's employees, agents, or independent contractors. The Contractor shall provide background checks for all of the contractor's non-temporary employees, agents, or independent contractors working at UCF and shall ensure that all hires have been cleared before placement at the University. Temporary employees hired through a temporary staffing agency shall require the background checks listed herein, and Contractor may satisfy this requirement by conducting the background checks directly or having a contract with the temporary staffing agency that incorporates the same requirements.

Convictions discovered in the background check will be reviewed by Contractor's Loss Prevention and/or Human Resources department. Consideration may be given to the person's relationship to the job, how long ago the conviction occurred, the potential risk posed to employees, customers, students, and the University and any other circumstances deemed relevant to the final determination of whether to employ or retain the person. Conviction information will be maintained by Contractor as confidential.

Background checks shall include, at a minimum, the following items:

A State of Florida Level I Background Check (Level 1): Which consists of criminal history background check inclusive of a search of the following:

- National Sex Offenders Registry

- Statewide criminal history background check through the Florida Department of Law Enforcement (FDLE)
- Local criminal records check through local law enforcement agencies

Certification that such personnel, agents, and subcontractors have satisfactorily completed a background check equivalent to Level 1 Background Check standards must be furnished to the University.

Depending on the nature of the position or duties required, hiring officials may require the temporary employment agency and/or contractors to provide evidence of additional levels of background checks performed pursuant to State of Florida Level 2 background check standards prior to commencement of work.

2.58 E-Verify

All terms defined in §448.095, Fla. Stat., are adopted and incorporated into this provision. Pursuant to §448.095, Fla. Stat., Vendor certifies that it is registered with and uses the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all of Vendor's employees hired by the Vendor during the term of this Agreement and/or while performing work or providing services for UCF. Vendor shall require that all subcontractors performing work or providing services on behalf of Vendor for UCF also comply with the requirements of §448.095, Fla. Stat and utilize the E-Verify system to verify employment eligibility of all employees hired by subcontractor. The Vendor shall require for the subcontractor to provide to Vendor an affidavit stating that the subcontractor does not employ, contract with or subcontract with an unauthorized alien. Vendor shall maintain a copy of such affidavit for the duration of the Agreement. UCF may terminate this Agreement immediately upon notice to Vendor for any violation of this provision. A Vendor whose contract is terminated pursuant to this paragraph is liable for additional costs incurred by UCF due to the termination of the Agreement.

2.59 COVID-19 Policy Compliance

Pursuant to UCF's Emergency COVID-19 Return Policy (<https://policies.ucf.edu/documents/PolicyEmergencyCOVIDReturnPolicy.pdf>), the University of Central Florida requires vendors/contractors and employees to wear a mask or facial covering when indoors in all common indoor areas with other people present even if physically distant, all enclosed spaces with other people present, and when outdoors. In addition, before coming to campus, you are required to complete the COVID self-checker questionnaire (https://ucf.service-now.com/self_checker?id=public) and be cleared each day you plan on coming to campus. Violation of this policy may result in immediate removal from campus. Repeat offenses may result in termination of contract. Vendor agrees to follow all applicable UCF COVID policies as may be developed and updated. For additional information regarding COVID and vendors/contractors, please visit <https://www.ucf.edu/coronavirus/resources-for-visitors-vendors-contractors/>.

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 the 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 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. The Respondent's response to this ITN must be submitted via UCF's Bonfire Web Portal, as listed in Section 2.6.

3.2 Respondent/Offer Submittal Sections

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

A. EXPERIENCE AND QUALIFICATIONS OF PROPOSER

1. Describe why your company believes it can provide and is qualified to provide temporary labor services as described in this ITN. Highlight any major features, functions, value-adds, and areas of support that differentiate your service from your competition.
2. Provide an overview and history of your company. Describe the organization of your company that includes the organizational structure.
3. Provide information on your company size, industrial track record, financial stability, and years in business, etc.
4. List a minimum of three accounts that have similar needs to UCF. University and/or College accounts would be a plus.

Proposers to include:

- Company/University name and address
- Services rendered and length of service
- Contact information for reference at UCF discretion

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. Identify special projects they have staffed, any membership in professional organizations relevant to the performance of this contract. Also indicate how the quality of staff over the term of the agreement will be assured.

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

1. Describe your company's capacity in providing services in all temporary labor areas, including non- management, management and technical categories. Also, how do you propose to deliver these services to UCF in a timely manner?

2. Describe how urgent requests are handled.
3. Provide an explanation of how background checks will be processed.
4. Describe your process of vetting employees to meet the needs of the university; including professional appearance, reliability and workplace skills.
5. What is your company's fill percentage and lead time to get an employee ready to work?

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.procurement.ucf.edu/>. Any concerns with the provisions and clauses of the offered agreement are to be addressed during the question and answer period sited in section 2.2.



Solving The Talent Equation

**Response to:
Invitation to Negotiate (ITN) Number 2021-03TCSA
Temporary Labor Services**

Prepared for:



**Trinh Nguyen
Procurement Services
University of Central Florida
12424 Research Parkway, Suite 355
Orlando, FL 32826**

Prepared by:

**Tews Company
1000 Legion Place
Suite #730
Orlando, FL 32801**

**Robin Elkins
Vice President of Operations
Phone: 407-956-6196
Cell: 407-267-7805
relkins@tewscompany.com**

December 15, 2021

Trinh:

Tews Company appreciates the opportunity to respond to the University of Central Florida's ITN for Temporary Labor. As an established Orlando-based company with significant experience and infrastructure in the staffing industry, Tews Company is excited about the prospect of partnering with the University of Central Florida on any and all Temporary Staffing requirements.

We strongly believe the attached ITN response is simply a starting point for our future partnership. If selected, Tews Company would diligently focus on assisting the University on identifying and resolving all business challenges and opportunities.

Tews Company has a twenty-five-year established track record of dealing with many of Central Florida's largest and most prestigious organizations and more than one hundred years of combined recruiting experience. We understand the importance of being a partner as opposed to just another vendor with our client companies. This commitment permeates throughout our entire organization, and we believe it is one of the major reasons for our continued growth and success.

We look forward to partnering with the University of Central Florida. Should you have any questions regarding the attached information, please do not hesitate to contact me directly.

Respectfully,

Robin Elkins
Vice President of Operations
Tews Company

Table of Contents

- I. Experience and Qualifications
- II. Project Staff Qualifications/Experience
- III. Overall Responsiveness of Proposal to Satisfy Scope/Project Approach
- IV. Appendix I
- V. Appendix II
- VI. Appendix III

A. Experience and Qualifications

- 1. Describe why your company believes it can provide and is qualified to provide temporary labor services as described in this ITN. Highlight any major features, functions, value-adds, and areas of support that differentiate your service from your competition.**

Tews Consulting, Inc. dba Tews Company has been providing staff augmentation, project staffing and staffing solutions to organizations throughout Florida for over twenty-five years. The organization specializes in staffing Administrative Support, Accounting/Finance, Human Resources, Corporate Services, and Information Technology positions.

Tews Company has a network of highly skilled talent readily available to place with our client organizations. We are a statewide leader in assisting organizations achieve their staffing objectives. From staff augmentation for highly specialized projects, Tews Company can provide a diverse pool of qualified professionals on time and on budget for the University of Central Florida's requirements.

Tews Company's success is a result of truly partnering with clients to locate the right candidates for a wide range of skill sets and service capabilities. For over twenty-five years, our firm has been attracting and connecting with the most talented professionals in Florida. We provide clients with flexible, cost-effective solutions to manage projects efficiently and effectively.

The strategic advantages that our company brings the University of Central Florida primarily lies in the experience and tenure of our staff. Our over one hundred and fifty years of combined recruiting experience provides us with the knowledge that our candidates must not only be technically capable of performing the job functions but also must be able to assimilate to the client's corporate culture to ensure success. We are confident that with our proven recruiting methodology will be able to provide the University with qualified candidates for staff augmentation requests.

The University of Central Florida will have a dedicated account manager for each area of expertise to service the account along with dedicated recruiters to source top talent. Finding key talent and servicing our clients are of the utmost importance. Our team stays engaged with our clients and our consultants that are placed, to ensure expectations are being met and to retain key talent for our clients.

As an Orlando-based company with extensive relationships throughout Florida, we reach beyond the typical means to recruit and maintain our applicant pool. We incorporate numerous strategies into our recruitment and retention plan to attract a wide range of qualified candidates. Tews Company has amassed a database of over 140,000 qualified candidates. In addition to proactive sourcing of talent, our firm utilizes national recruiting databases and resources including LinkedIn, Monster, CareerBuilder, Indeed, Zip Recruiter, Dice, ZoomInfo along with a significant number of our candidates being referrals through professional and personal networking. Our partnerships with outplacement firms, technology partners, professional associations, education partners, community partners and various other associations allows us to identify qualified

candidates whose resumes have not yet been heavily circulated. Direct sourcing of passive candidates directly from non-client companies is also used heavily to identify qualified candidates.

Quality Assurance is of the utmost importance in our organization. Candidates that are identified for a position are put through a thorough screening process and background checks.

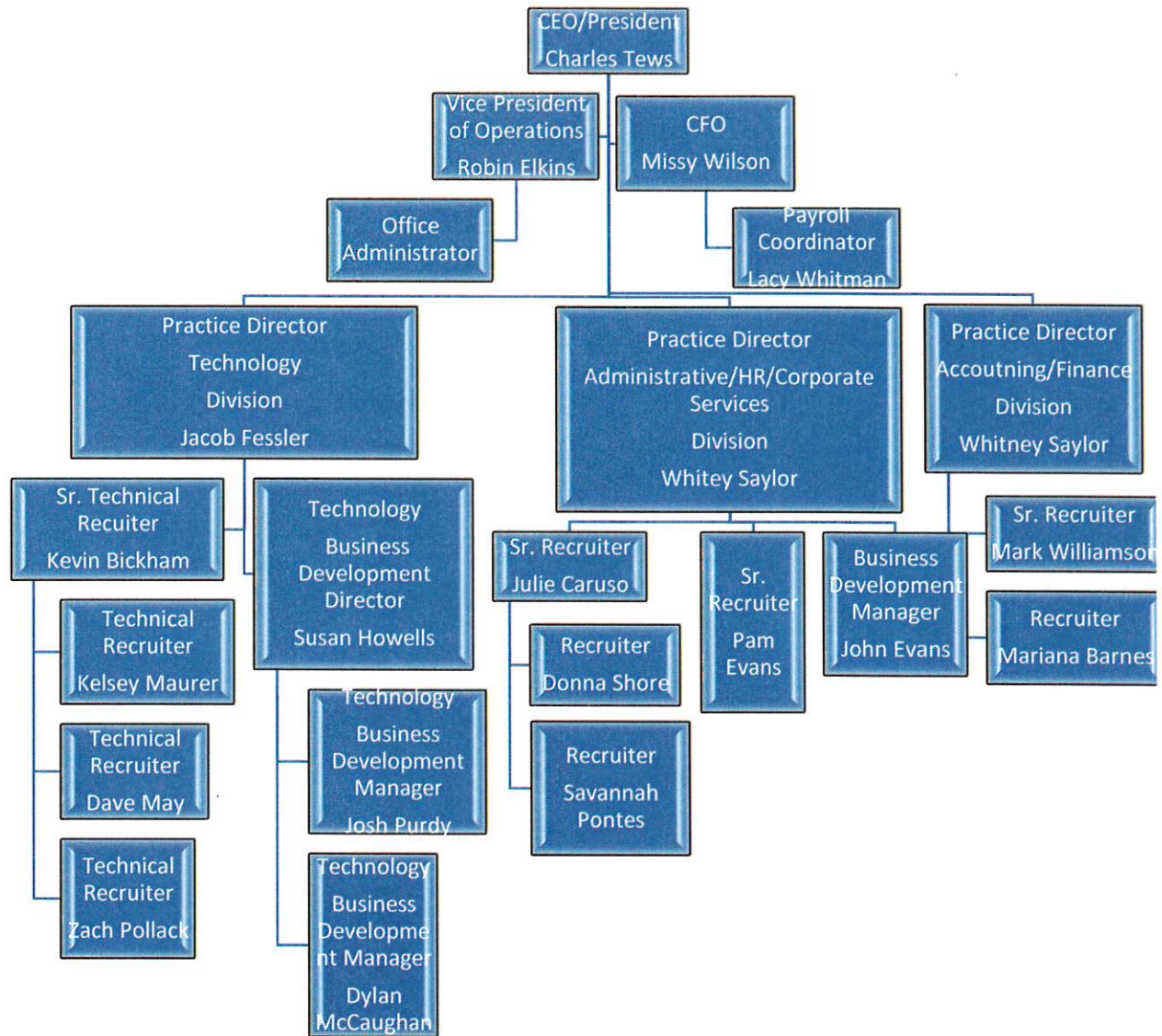
In a highly competitive employment market, choosing the right staffing partner is key. Tews Company's proven track record of success make us the perfect choice. Our reputation for quality, ethical standards, overall experience, and tenure in the industry will help meet your overall hiring objectives and achieve continued success. We are committed to do whatever it takes to meet the business needs of the University of Central Florida.

As a privately held company with local ownership, Tews Company has the authority to make whatever decisions necessary to quickly resolve any conflicts with our clients. In the course of doing business, it is inevitable that issues will arise. Our organization takes a proactive approach to make sure we rectify any problems with our placements including crediting time towards future engagements or refunding a client's fee in those rare situations in which the client is not satisfied with the overall outcome of the placement.

2. Provide an overview and history of your company. Describe the organization of your company that includes the organizational structure.

Tews Company is based in Orlando and has been in the consulting and staffing business for over 25 years. We currently have 5 divisions—Administrative Services, Human Resources, Corporate Services, Accounting and Finance, and Technology. Each division has a dedicated team that includes business development and recruiters who are focused solely on engaging candidates for their respective division. The average tenure of our internal staff is over eight years. The Tews organization has a sterling reputation as a great business partner with a client-centric focus. Our strength is our reputation and our relationships within the community. Our staff understands the Orlando metropolitan market because our staff has woven itself into the fabric of the Central Florida workforce. Our team members are participants of user groups and advanced trainings where we engage with subject matter experts. This allows us to network with passive and active candidates and learn the latest trends in the market. We also possess all the resources to find talent throughout the Nation for remote positions.

Please see organizational chart below:



3. Provide information on your company size, industrial track record, financial stability, and years in business, etc.

Tews Company is a \$10 million-dollar, privately-owned company that has been in business since August of 1995. As of today, we employ over 20 Recruiters/Business Development staff. We are a premier staffing firm in the Central Florida area and have been named *Best Company to Work* by Orlando Business Journal multiple times.

Please see Balance Sheet on next page.

Tews Company
1000 Legion Place
Suite 730

BALANCE SHEET Cutoff Date: 10/31/2021

Monday, December 20, 2021

Orlando, FL 32801
View = All Departments

	ACCOUNTS RECEIVABLE	2,179,694.25	
	ADVANCES TO OFFICERS	200,000.00	
	INCOME TAX REFUND RECEIVABLE-CCT	202,469.00	
	INCOME TAX REFUND RECEIVABLE-MTW	38,565.00	
	OPERATING ACCOUNT - IBERIA	552,400.64	
	OPERATING ACCOUNT - ONE FLORIDA	-539,639.67	
	PAYROLL ACCOUNT - IBERIA	14,572.01	
	PAYROLL ACCOUNT - ONE FLORIDA	11,666.74	
	PPP ACCOUNT - ONE FLORIDA	3,478.66	
	PREPAID EXPENSE - INSURANCE	16,725.50	
	PREPAID EXPENSE - ADVERTISING	716.94	
	PREPAID EXPENSE - BULLHORN	3,968.31	
	PREPAID EXPENSE - CAR LEASE	2,705.68	
	PREPAID EXPENSE - COMPUTER MAINTENANCE	8,464.50	
	PREPAID EXPENSE - MEMBER ORGANIZATIONS	3,333.32	
	PREPAID EXPENSE - MISC	-1,603.33	
	PREPAID EXPENSE - ZOOM INFO	-900.11	
	UBS BANK ACCOUNT	2,376,000.00	
TOTAL CURRENT ASSETS			5,072,617.44
	CLIENT PURCHASE - FINANCIAL STAFFING	768.64	
	COMPUTER SOFTWARE	24,322.33	
	FURNITURE AND FIXTURES	104,774.78	
	LESS: ACCUMULATED AMORTIZATION	-768.64	
	LESS: ACCUMULATED DEPRECIATION	-135,331.26	
	OFFICE EQUIPMENT	70,061.36	
TOTAL LONG TERM ASSETS			63,827.21
TOTAL ASSETS			5,136,444.65
	ACCOUNTS PAYABLE	130,094.34	
	ACCRUAL - 401-K SHARE PLAN	10,420.00	
	ACCRUED PAYROLL	169.99	
	FUTA	3,696.25	
	LINE OF CREDIT - ONE FLORIDA BANK	610,720.09	
	ONE FLORIDA BANK - PPP2 LOAN	1,437,875.00	
	PAYROLL TAXES PAYABLE	18,744.40	
	STATE TAX PAYMENT	9,992.38	
	WC LIABILITY	3,981.75	
TOTAL CURRENT LIABILITIES			2,225,694.20
	401K PAYABLE	-1,110.76	
TOTAL LONG TERM LIABILITIES			-1,110.76
TOTAL LIABILITIES			2,224,583.44
	ADDITIONAL PAID IN CAPITAL	200,292.50	
	CAPITAL STOCK	60,000.00	
	CURRENT INCOME	1,956,534.56	
	DISBURSEMENT OF RETAINED EARNINGS - CCT	-63,300.00	
	DISBURSEMENT OF RETAINED EARNINGS - MTW	-12,057.14	
	RETAINED EARNINGS	770,391.29	
TOTAL EQUITY			2,911,861.21
TOTAL LIABILITIES and EQUITY			5,136,444.65

4. List a minimum of three accounts that have similar needs to UCF. University and/or College accounts would be a plus.

Proposers to include:

Company/University name and address

Services rendered and length of service

Contact information for reference at UCF discretion

Wiley Education Services, 851 Trafalgar Court, Maitland, FL 32751
Recruitment for Administrative, Accounting, and Corporate Services since 2010 and ongoing

Clayton Clark, Senior Director of Enrollment Operations

630.528.3134

cclark@wiley.com

University of Central Florida, 1101 N. Lake Destiny Rd., Suite 300, Maitland, FL 32751

Recruitment for Administrative and Technology Services since 2011

Scott Langdon, Director of UCF HealthArch

407.266.4008

scott.langdon@ucf.edu

Hilton Grand Vacations, 6355 Metrowest Boulevard, Suite 180

Provide Information Technology Staff Augmentation and Direct Hire staffing services since 2011 and ongoing

Pam Fisher, Sr. Program Manager

407.722.3100

Pam.fisher@hgv.com

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).**

Robin Elkins, Vice President of Operations
13 years of staffing experience

Mark Williamson, Senior Recruiter, Accounting & Finance
7 years of staffing experience
MBA in Accounting

Whitney Saylor, Managing Director of Administrative, Human Resources, & Corporate Services
15 years of staffing experience

Jacob Fessler, Managing Director of Technology
15 years of staffing experience

Susan Howells, Director of Business Development-Technology
20+ years of staffing experience

The Managing Directors will manage the recruitment process for each respective division that has an opening with University of Central Florida. Tews Company's Business Development and Recruiting teams are some of the most experienced in the industry. Each division specializes in identifying and qualifying candidates with specific skill sets. Our recruiters operate in silos, which allow them to become subject matter experts in their respective fields.

Our Accounting Division recruits for entry level accounts payables/receivables clerks, collections, payroll, bookkeepers, accountants, accounting managers, financial planning and analysis, controllers and CFOs.

Our Administrative, Human Resources, and Corporate Services division has nearly 40 years of staffing experience and the team is responsible for recruiting data entry, customer service, front desk assistants, account executives, account managers, administrative assistants, executive assistants, office managers, human resource support, HRIS, compliance, organizational development, learning and development, compensation and benefits, talent acquisition, human resources executives, operations management, marketing, and operations executives. Our Administrative Division is our longest standing division and the practice that the company was founded on.

The Technology Division was established in 2004 and has quickly grown to a staple in the Orlando technology community. The team has over 50 years of combined experience in the industry. We recruit for application development, enterprise data management, UI/UX, project management and business analysis, infrastructure, and security.



ROBIN ELKINS

1415 Magna Court | (407) 267-7805 | RobinMPutnam@gmail.com

SUMMARY

Dedicated and motivated sales professional with proven track record seeking a position within a growing organization to improve product or service bottom line and strategic goals.

EXPERIENCE

January 2018-
Present

Vice President of Operations, *Tews Company*

- Development of a successful external business development team
- Grow organization 13% year over year
- Hire and develop staff, resource allocation, and make personnel changes
- Navigate PPP, federal mandates, and company policy change due to COVID-19
- Lead through servant leadership mentality
- Create additional lines of service
- Manage creative website changes

May 2015-2018

Business Development Manager-Administrative/Accounting, *Tews Company*

- Responsible for selling staffing and recruiting services to small, medium, and large organizations across all industries in Central Florida.
- Consulted with companies about talent strategy.
- Identify leads and prospects.
- Perform cold calls (phone and in-person) to initiate business ventures and partnerships.
- Nurture and solidify relationships.
- Penetrate and grow client accounts.
- Prepare, negotiate, and execute contracts.
- Mitigate cost objections.
- Maintain pipeline of prospects.

- Diversify my business to maintain growth through all quarters.

National Account Executive, *Healthcare Support Staffing*

Sales:

- National Account Executive responsible for selling staffing and recruiting services to small, medium, and large healthcare organizations throughout the United States to include physician offices, hospitals, specialty pharmacies, managed care plans, and revenue cycle management companies.
- 2014 gross sales revenue from my book of business exceeded \$1.6 million.
- Identify leads and prospects.
- Perform cold calls (phone and in-person) to initiate business ventures and partnerships.
- Nurture and solidify relationships.
- Penetrate and grow client accounts.
- Prepare, negotiate, and execute contracts.
- Mitigate cost objections.
- Maintain pipeline of prospects.
- Diversify my business to maintain growth through all quarters.
- Work remotely and travel locally and nationally to secure business.

Management:

- Manage a team of five Recruiters and 30+ indirect reports, working remotely and in-office, to staff employment positions for my clients.
- Solely manage several Fortune 500 companies to include Fresenius Medical Care and Walgreens.
- Solely manage several Global 2000 companies to include DavitaRx, Florida Blue, and Omnicare.
- Train Recruiters on sales process and client expectations to become experts in the industry.
- Collaborate with Client Relationship Coordinators and Recruiting Coordinators regarding client expectations, Standard Operating Procedures, and auditing of hire requirements.
- Create incentives for Recruitment team to increase motivation, productivity, and team cohesion.
- Penetrate various healthcare verticals to include multi-specialty Physician groups, specialty pharmacies, Pharmacy Benefit Management companies, revenue cycle management companies, home health agencies, hospitals, and managed care organizations.
- Prioritize client job orders on a daily basis based on urgency, fill rates and probability, position difficulty, and recruitment resources.
- Manage 30-70+ clinical and non-clinical positions on a daily basis to include, temporary, temporary-to-permanent, and permanent hires.
- Manage full job order life cycle: open positions, create job descriptions, review and interview potential candidates, educate client on process, close business, reduce attrition and increase retention.

- Manage \$30k in Right-to-Hire (temporary-to-permanent) margin on a weekly basis.
- Manage \$30-50k in permanent margin on a monthly basis.
- Manage 150+ temporary employees daily to include weekly timesheet approval

Consulting:

- Consult with clients regarding fill expectations, job qualifications and minimum requirements, salary, recruitment and on-boarding speed, and additional courses of action.
- Assist with staffing initiatives related to mergers and acquisitions of clients
- Engage potential and current clients in conversation pertaining to market research and future endeavors.

**April 2009-
November 2009**

Recruiting Manager, *Healthcare Support Staffing*

- Screened resumes and conducted phone and personal interviews.
- Provided guidance and educated employees on best practice.
- Offer, negotiate, and terminate employees.

**May 2008-
February 2009**

Account Manager, *Insight Global*

- Managed twelve Recruiters, developing them to become future Account Managers.
- Sold IT staffing and recruiting services to Fortune 500 companies, i.e. Office Depot, AutoNation, AT&T, Verizon, and Microsoft.
- Created solid relationships with over fifty accounts.
- Maintained and grew a territory stretching from Aventura to South Boca Raton, Florida.

**January 2008-May
2008**

Technical Recruiter, *Insight Global*

- Phone screened, personally interviewed, and presented candidates for potential job opportunities.
- Provided support to past and present contractors.

EDUCATION

December 2007 Bachelor of Science in Dietetics, *The Florida State University*



Mark Williamson

828-312-5970

elevationrs@outlook.com

Experience

Tews Company – Orlando, FL Jul 2021- Present

Senior Recruiter

- Responsible for the recruitment of higher-level accounting/finance candidates for placement with clients in the greater Orlando, FL region.
- Use a variety of recruiting tools including LinkedIn Recruiter, Indeed, and Bullhorn.
- Develop a pipeline of candidates ranging from Senior Accountant to CFO level
- Provide consultative services for clients specifically related to employment data, median salary rates, and the overall candidate market.
- Achieve billing targets of \$30,000 per month from contract, temp to hire and perm placements.

Parker and Lynch – Charlotte, NC Apr 2021- Jul 2021

Executive Recruiter

- Perform daily marketing activity to attract new clients and raise brand awareness
- Manage the fee negotiation process with clients, issuing pricing proposals and guarantee letters.
- Provide consultative services for clients specifically related to employment data, median salary rates, and the overall candidate market.
- Place candidates into roles with clients on a contract, temp to perm or permanent basis
- Recruit accounting professionals ranging from Staff Accountant to Senior Controller level
- Performed “full desk” responsibilities which include business development, sourcing accounting candidates and placing candidates into roles (background checks, employment paperwork,

salary negotiations, etc.)

Therapy Travelers – Long Beach, CA (Remote) Sep 2020- Apr 2021

National Recruiter

- Responsible for the recruitment of therapy related roles for school systems across the country. These roles include speech language pathologists, school psychologists, behavioral therapists, special education teachers, school nurses, school counselors, physical education teachers, etc.
- Ensure candidates have the proper licensing and go through a stringent compliance process before being placed into a school system.
- Develop and present offer letters to candidates and assist them through the onboarding process

with Therapy Travelers

- Recognized as the only employee in company history to have 5 placements in their first month of employment. I was also recognized for breaking my 6-month goal in 3 months of employment.

Robert Half International – Raleigh, NC Dec 2018- Sep 2020

Staffing Executive

- Managed 15 financial consultants in the SPS (Salaried Professional Service) division whose experience level ranged from Senior Accountant to Controller level. These consultants were full time/permanent employees of Robert Half.
- Presented solutions to clients who needed accounting support for mission critical projects. Projects that were well suited for Salaried Professionals include system conversions, month end close support, annual audits, mergers and acquisitions, medical leave coverage, and financial reporting and modeling.
- Conducted monthly quality assurance calls with clients to ensure consultants are meeting/exceeding expectations on the assignment
- Actively recruited for top accounting talent in the Raleigh and Greensboro
- Responsible for annual performance reviews and salary negotiations with consultants in the program

Recruiting Manager

- Responsible for the accounting operations division which specializes in the permanent placement of qualified candidates in the accounting and finance fields.
- Full desk recruiting that includes interviewing in person at least 10 qualified candidates per week, completing reference checks, employment verifications and plan to placement for each candidate and client.
- Perform daily marketing activity to attract new clients and raise brand awareness
- Manage the fee negotiation process with clients, issuing pricing proposals and guarantee letters.
- Provide consultative services for clients specifically related to employment data, median salary rates, and the overall candidate market.
- Ranked #14 in the world for commissions billed to clients with over \$120k billed in the first 6 months of employment.

Express Employment Professionals – Elyria, Ohio Jan 2018 - Aug 2018

Partner / CFO

- Director of Recruiting for an established Franchise in Elyria, Ohio.
- Managed on average 160 working associates per week
- Worked with partners to develop a recruiting strategy and financial plan for the business.
- Helped manage a total book of business worth \$3 million
- Presented pricing proposals and HR solutions to prospective clients
- Staffed various industries including Legal, Finance, Industrial, Transportation, IT, and Hospitality.
- Responsible for financial reporting and P&L review with partners on a monthly basis
- Budget implementation and tracking

Express Employment Professionals – Lakewood, Ohio Oct 2015 - Jan 2018

Franchise Owner

- Total return on investment of 300% in 2 years.
- Lead a team of 5 individuals to grow sales revenue 72% in 2 years.

- Managed a total book of business worth \$2.5 million
- Responsible for staffing 40 different businesses in the Cleveland metro market and managing over 100 associates
- Developed sales strategies to increase market share and grow client count
- Presented pricing proposals and HR solutions to prospective clients
- Performed AR duties and collection calls on past due clients
- Staffed various industries including Legal, Finance, Industrial, Transportation, IT, and Hospitality.

The J.M. Smucker Company - Orrville, Ohio Oct 2013 - Oct 2015

Financial Analyst

- Performed complex cost analysis modeling to quantify the effect of volatile commodity prices on product profitability.
- Advised marketing division when to raise or lower product prices to maintain gross margin objectives.
- Created profit and loss statements for the 300 individual products and 7 different brands in the natural foods channel.
- Monitored sales volume and overall profitability of the natural foods division against budget and forecast.
- Presented financial and sales results at the monthly staff meeting • Responsible for month end close for the entire Natural Food's division.
- Compilation of the annual budget

DP World Americas - Charlotte, NC Nov 2011 - Oct 2013

Financial Analyst

- Oversight of all intercompany transactions in the Americas portfolio. This includes chargeback of expenses, management fee recognition, international wire transfers and currency conversion
- Responsible for month end close activities including posting journal entries and reporting results

to management

- Preparation of monthly balance sheet and cash flow reports
- Financial analysis and reporting for three operating terminals located in Suriname and one in Peru. This involves extensive communication with upper management and the ability to manage various time zones
- Annual budget preparation and compilation
- Proficient in Oracle, HFM, Hyperion, Essbase accounting systems.

American Forest Management - Charlotte, NC Nov 2008 - Nov 2011

Staff Accountant

- Oversight of the Timber Trust, Wood flow, and Service Trust escrow accounts.
- Responsible for compiling the company budget as well as budget variance analysis. Budget consists of data from 40 different districts across 15 states.
- Responsible for reconciling assigned general ledger accounts and processing any journal entries as required.
- Contract administrator for all private landowner and large Timber Investment Management Organization (TIMO) timber sales.
- Development and submission of year-end 1099-S statements to clients and the IRS.
- Perform monthly bank reconciliations for the Timber Trust, Wood flow and Service Trust Accounts.

Education

- Gardner-Webb University, Boiling Springs, NC
- Master of Accountancy 2009 - 2013 3.5 GPA
- Bachelor of Science in Accounting 2004 - 2008 3.0 GPA



Whitney Saylor

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Recruiting Human Resources Management

Experience

Tews Company

Managing Director - Administrative & Accounting Divisions

June 2010 – Present

- Lead, manage and motivate day to day operations of two divisions of up to 6 direct reports specializing in permanent placement as well as contract. Oversee account management of 50+ active accounts
- Hire, train and manage team of recruiters to successfully place administrative, marketing, human resources, accounting and finance, and corporate services skill set
- Primary contact for all customer searches and work directly with hiring managers, owners, and HR teams to understand and come up with a strategy to successfully place high level talent
- Increased market share growing a division to producing over \$1.5M in revenue and recognized for having one of the highest percentages of growth for entire company

Senior Recruiter

2004 – 2010

- As a Senior Recruiter, was responsible for recruiting all levels of administrative, marketing and HR professionals for clients where needed
- Highly involved in sales process, site visits, and other customer facing activities
- Sourced candidates using various methods, including Careerbuilder, Indeed, Monster, and LinkedIn
- Negotiated offers, close hires, perform reference and background checks of candidates
- Led weekly meetings to train, mentor, and provide guidance to junior level recruiters

YOUTH BASKETBALL OF AMERICA, INC.

Events Coordinator

September 2001 - May 2004

Rollins College

Assistant Sports Information Director

August 2000 - May 2001

Education

Carson-Newman University

Bachelors, Mass Communications · (1996 - 2000)



JACOB FESSLER

SUMMARY:

- A thorough background in Corporate IT, Aerospace/Defense and Permanent/Contract Recruiting / Business Development.
- Working extensively with contract engineers, Client HR and hiring managers throughout the full cycle recruiting process.
- Possessing exceptional knowledge of recruiting and hiring processes including sourcing, interviewing, reference checking, tracking, salary/ pay rate negotiations, and closing.
- A results-driven professional with excellent rapport-building skills.
- Responsible, reliable, independent worker with great enthusiasm and creativity.

EXPERIENCE:

4/2008 – Present, TEWS Company

Managing Director, Recruitment, Business Development – Technology

Tews Company provides IT, Accounting and Administrative Staffing needs within the Central Florida area.

6/2016 – Present, TEWS Company

Managing Director – Technology

- Motivated and directed both sales and recruiting professionals through daily stand-up meetings and brief one on one priority meetings.
- Incrementally grew branch revenue consistent with TEWS targets.
- Provided quality customer service to both clients and candidates and set realistic timelines of employee placement.
- Participated in the hiring, coaching, mentoring, and professional development of recruiting and sales staff.
- Created and maintained a culture of performance and long-term business partnerships.
- Participated in facilitating cross-promotion activities for all TEWS divisions in efforts to develop and grow client base in the market for temporary, project and/or full-time staffing solutions.
- Conducted telephone and in-person meetings with key managers and senior-level executives, for the purpose of prospecting new business and identifying key staffing needs.

4/2008 – 5/2016, TEWS Company

Business Development and Accounts Manager – Technology

- Performing full-cycle business development and recruitment: client development, client contract negotiation, relationship management, as well as interviewing, offering, negotiating, and closing candidates for assigned requisitions.
- Developing and executing creative search strategies to recruit senior or niche candidates in limited spaces and in a time-sensitive environment.
- Developing a new client base as well as maintaining established client relationships.

5/2007 – 4/2008, Elite Technical Services, INC.

Technical Recruiter

Elite Technical is a technical National recruiting firm focused on contract engineering recruiting for the Aerospace/Defense Industry.

- Performing full cycle recruiting: interviewing, offering, negotiating, and closing candidates for assigned requisitions.
- Developing, and executing, creative search strategies to recruit senior or niche candidates in limited spaces.
- Effectively recruiting IT Professionals in a time-sensitive environment.
- Providing quality leads to sales force.

6/2005 – 6/2007, Lake Brantley High School

English Teacher

Lake Brantley High School is a Public High School in Seminole County, FL.

- Achieved over 60% student learning gains during first year of special county-wide reading Initiative.
- Related effectively to students of diverse cultural backgrounds and tailored teaching methods to suit their individual needs.
- Involved and motivated students of all ability levels, conveying subject material in a creative and compelling manner.
- Established positive relationships with fellow professionals and parents.
- As Baseball Coach, led Lake Brantley to a winning 16-4 record.

2/2003 – 5/2005, L.I.K.E. English School – Daegu, South Korea

English Teacher

L.I.K.E. is a Private English School in South Korea.

- Facilitated learning of the English Language to Foreign Nationals.
- Adapted successfully to a different language, culture, and climate.
- Acquired the ability to use the clearest communication techniques to establish trust in a dissimilar culture.

1999 – 2002, Epoch Management

Marketing Consultant

Epoch Management is a Property Management Company focused on apartment communities throughout Central Florida and the southeastern United States.

- Spearheaded effective marketing campaigns and events to increase occupancy and community awareness.
- Increased occupancy of Cypress Greens Apartments from 87% to 96% within three months.
- Created and edited Leasing Contracts for prospective tenants.

ORGANIZATIONS / AFFILIATIONS:

Board Member - Central Florida Information Technology Society

Member – Central Florida Alumni Chapter, Sigma Chi

EDUCATION:

University of Central Florida 2001

B.A. English Literature



Susan Howells
111 Wayland Circle
Longwood, FL 32779
showells@tewscompany.com

Profile

Results-oriented recruiting/business development professional with over twenty years of experience serving the executive/contingent search and human resources arenas. Offers a proven track record in providing strategic staffing solutions for client companies. Exhibits strong analytical skills and hands-on experience in assessing complex recruiting processes and translating business needs into requirements that support business objectives.

Education

Bachelor of Arts, Organizational Communications, University of Central Florida, Orlando, FL, August 1995

Professional Experience

Tews Company Consulting Orlando, FL **March 2002 to Present**

Director of Business Development –Technology Division (October 2004 to Present)

- Achieved over 100% growth in the Information Technology division since 2017.
- Provide key Information Technology talent to businesses for both consulting and full-time roles.
- Advise senior Information Technology leaders on recruitment strategies, market trends and retention methods.
- Attract, maintain and develop key strategic relationships with executive and management level decision makers within Central Florida businesses.
- Mentor business development team.
- Participate and contribute to company's internal strategic growth initiatives.
- Work directly with ownership to create new ways of generating revenue and identifying new target markets.

Business Development Manager – Administrative/Accounting Divisions (March 2002 to September 2004)

- Develop new business opportunities and manage client relationships from lead generation to close.
- Work closely with external company leaders to develop talent acquisition strategies.
- Represent the organization at various community events.
- Establish professional networking relationships, which generate new business for the organization.
- Recruit and retain talent for client base.

Personnel One Orlando, FL

February 1996 to February 2002

Area Branch Manager (December 1999 to February 2002)

- Handled overall operations and management of two branch staffing offices.
- Analyzed and designed the recruitment strategy including budget preparation and adherence.
- Mentored and Developed staff of ten staffing professionals and business development managers.

Area Staffing Manager (October 1997 to November 1999)

- Managed a team of four employees in all facets of the recruitment process including sourcing, interviewing, background checks, hiring and on boarding.
- Developed and maintained key business partnerships with external clients.

Staffing Manager (February 1996 to November 1997)

- Managed the interviewing and candidate assessment process for all levels of hiring.
- Coordinated and managed all external recruiting events including career fairs, information sessions and various other company-sponsored presentations.

Professional/Community Affiliations

- Society for Information Management
 - Member 2013 – present
 - Board Member 2016 – 2021
 - Vice President 2019-2021
 - Membership Chair 2016-2020
- Board Member, Central Florida Employment Council
- Women In Technology International
- Orlando Partnership – Investor Relations Committee
- Volunteer – Quest, Inc. & United Cerebral Palsy

2. Clearly identify the skill sets your staff is capable of providing, and clearly indicate if subcontractors or sub-consultants will be used. Identify special projects they have staffed, any membership in professional organizations relevant to the performance of this contract. Also indicate how the quality of staff over the term of the agreement will be assured.

In the changing and dynamic world of talent acquisition, organizations need a trusted, knowledgeable and experienced administrative and human resources partner. Since 1995 that partner in Central Florida has been Tews.

Tews Administrative Solutions continually evaluates talent to ensure the right candidate is delivered to our clients based on their respective needs. Our segmented focus and commitment to excellence consistently provides clients with the most talented and professional administrative and HR staff for your position or project.

Tews Administrative Solutions provides services on a contract, contract to hire and direct hire basis.

Office Support

- Data Entry
- File Clerk
- Mail Room
- Customer Service
- Office Coordinator
- Inbound Call Center

Administrative Support

- Front Desk Assistant
- Administrative Assistant
- Executive Assistant
- Marketing Assistant
- Office Manager

Human Resources

- Vice President HR
- Director HR
- HR Generalist
- Recruiter
- Comp & Benefits

Corporate Services

- Marketing Manager
- Sales Assistant
- Client Service Associate
- Lease Administrator
- Purchasing

The finance & accounting space is broad, complex and mission critical. That's why Tews provides specialized recruiting and placement services with a focus on contract, contract to hire and direct hire of financial professionals at all levels and across all industries.

From emerging growth companies to Central Florida's largest organizations, Tews sources accomplished finance and accounting professionals to fit most any organization. We consistently provide both expertise and experience partnering with clients to build your team in a flexible and cost-efficient manner.

Tews provides candidates for both full time and contract opportunities providing your organization the ability to stay nimble and relevant while completing mission critical activities.

Accounting Support

- Accounts Payable
- Accounts Receivable
- Collections
- Payroll Clerk
- Bookkeeper
- Full Charge Bookkeeper

Accounting

- Accountant
- Senior Accountant
- Accounting Manager
- Cost Accountant
- Fixed Assets

Finance

- Financial Analyst
- Senior Financial Analyst
- Financial Planning & Analysis
- Budget Analyst
- Purchasing Analyst

Management

- CFO
- VP Finance
- Controller
- Director of Finance

Tews Technology Solutions is a statewide leader in assisting organizations achieve their technology objectives. From staff augmentation for highly specialized projects, to tailored candidate searches for full time positions, Tews can provide a diverse pool of qualified IT professionals on time and on budget for your infrastructure requirements.

Tews success is a result of truly partnering with clients to locate the right candidates for a wide range of IT skill sets and service capabilities. For over 15 years our firm has been attracting and connecting with the most talented technical professionals in Central Florida. With service offerings including contract, contract to hire, direct hire and project management we provide clients with flexible, cost-effective solutions to manage information technology projects efficiently and effectively.

Network/Systems

- Systems Integration
- Network Administrators
- Network Engineers
- Information Security
- System Administrators
- System Engineers
- Help Desk/Desktop Support

Professional

- CIO/CTO
- Director of Development
- Project Manager
- Business Analyst
- Quality Analysts

Data

- Database Administrators
- Data Warehouse
- Business Intelligence
- Digital Marketing/Analytics
- Database Developers

Development

- .NET
- JAVA
- HTML/CSS/JavaScript
- PHP
- Mobile Applications
- ColdFusion
- Dev Ops
- C/C++/C#

Our first priority is to staff with direct employees but in utilizing subcontractors, it could be a high-level consultant that we contract with directly or a specialized skillset where the resource would be an H1B candidate. The contract is managed by Tews, and our subcontracted employees are covered under our commercial insurance.

The number of tenured employees as well as our ability to pivot quickly allows us to be very successful with large projects. For example, we have had success with the Regional Extension Center project with the University of Central Florida's College of Medicine. This project has lasted over ten years and started when the REC opened their doors and we helped staff up and build one of the most recognized REC staffs in the country. The project required us to hire more than 25 people in a short period of time, on board them, and work hand-in-hand with the REC to acclimate them into this "startup" environment. We had to respond quickly to requests and ensure that all billing and expenses were submitted in a University-approved manner. This continues to be an outstanding partnership.

In a similar accord, in the Summer of 2021, Tews placed over 55 contractors with PlanSource in Project Administrator, Project Coordinator, and Configuration Analyst roles for their client renewal process that has gone through December of this year. We were given two weeks to find 20 candidates and we had staggered start dates from June through August. This project was very successful, and we had an attrition rate of less than 15%. We are their premier vendor and they have already tasked us with spearheading the project next Summer.

In September of this year, we partnered with Tidal Basin on their OurFlorida project. Tidal Basin is a disaster recovery firm that offers rental assistance to those impacted by COVID-19. We had four days to find over 65 contractors to work this program. We were able to identify the volume requested, had them onboard for 3 days in Orlando, and remotely work this project that remains on-going.

Our Managing Directors, each of whom has been with the company for over 15 years, will oversee the partnership with the University of Central Florida. Our directors will make sure that we are providing quality talent in a timely manner.

C. Overall Responsiveness of Proposal to Satisfy Scope/Project Approach

- 1. Describe your company's capacity in providing services in all temporary labor areas, including non- management, management and technical categories. Also, how do you propose to deliver these services to UCF in a timely manner?**

With more than 25 years of staffing expertise, we have the capacity to strategically approach each position with a coordinated team effort that maximizes efficiency while ensuring quality.

We have the ability to staff volume, project-based, non-management roles within a timely manner. We also have the expertise to recruit more technical, management roles.

- 2. Describe how urgent requests are handled.**

First and foremost, we handle all requests with transparency. If for some reason we cannot provide the talent in the timeframe the client has requested, we are up front and candid with our client. We prioritize all our positions on a daily basis to make it easy to quickly pivot to urgent requests. Our Managing Directors and Business Development staff will update the Hiring Manager(s) on our timeframe to ensure we are able to fulfill the requirement, so the project outcome is successful.

- 3. Provide an explanation of how background checks will be processed.**

Tews Company understands the need to protect the client's sensitive information that our consultants may have access to. We take security very seriously and understand the potential risks involved for our clients, candidates, and our company. To protect all parties involved, we will conduct an extensive background check on every candidate we place with the University of Central Florida. This background check includes a nationwide search of all City, County, and State criminal databases as well as Federal criminal activity. We will also conduct a "Registered Sex Offender" check on all employees. We complete E-Verify on all of our employees and have the ability to run other reports to include education verification, employment reports, credit reports, drivers license history, drug screening (multi-panel and rapid), Flu vaccine, physical exam, TB blood test, TB Chest X-Ray, TB/PPD Skin Test, Titer-Hepatitis B, Titer-MMR, Titer-Varicella, amongst others.

- 4. Describe your process of vetting employees to meet the needs of the university; including professional appearance, reliability and workplace skills.**

Upon receiving an assignment, the respective team will discuss the opportunity and immediately activate their network of candidates to determine who best meets the needs of the project. In the event that our database of active candidates or referrals doesn't meet the needs of the project, we will proactively recruit to find the necessary talent to fulfill the requirements. This includes utilizing our internal database and job boards. The University of Central Florida's hiring managers can be confident that all candidates have been contacted directly about the position and thoroughly

prescreened before submittal. We typically present our top 3-5 candidates for each requirement; however, being a private company, we are nimble to pivot for a customized process per our client's requirements.

The recruiting process consists of personal interviews to vet candidates on a technical skillset but also to determine whether they are a cultural fit for our partner. We will administer skills testing, professional references, employment verifications, background checks, education verifications, drug screening, and non-disclosures when necessary.

5. What is your company's fill percentage and lead time to get an employee ready to work?

Our fill percentages vary based on the client and skillset. Roughly speaking, we have an 80% fill ratio for Administrative contract roles and 30% for direct hire. For our Human Resources division, we have a 100% fill ratio for contract and 30% for direct hire, and a 50% direct hire fill ratio for Corporate Services. We run a 40% fill ratio for Accounting contract roles and 25% for direct hire roles. Technology is 40% for contract and 30% for direct hire.

Our lead time for regularly serviced positions is 24-48 hours from intake call to client resume review.

Scope of Work

UCF is seeking to establish master agreements/contracts with several service providers to provide temporary labor services. Proposer provided information will be used by evaluators to quantify Proposers' capabilities. This ITN will also establish mutually agreeable terms and conditions; however, some terms and conditions are not negotiable and are denoted in this ITN. Also, no additional terms and conditions will be allowed once agreements are in place.

Once the master agreements are in place for each selected proposer and a service need arises, UCF will issue Price Quote Requests (via email). The number of quotes requested will depend upon the anticipated total amount of the required service. Each provider must acknowledge the receipt of the Price Quote Requests by replying to the email. The Price Quote Requests will denote what type(s) skills are needed and a brief scope or description of work. The description/scope of work may be general or specific, depending on the need. A temporary staff member may be needed for a specific period of time. Thus, a Price Quote Request will need to provide the length of the assignment. UCF will give each service provider 3-5 business days to respond to the Price Quote Requests by submitting their hourly rate. UCF will select the service provider for the particular service and situation based on the results of the Price Quote. UCF cannot guarantee any level of service commitments as the result of establishing master agreements with service providers.

All temporary staff members are to be supervised by UCF managerial personnel. All temporary staff members will receive their assignment(s) from their supervisor. All temporary staff members are to be treated as if he / she are a member of the UCF Staff working alongside other UCF staff members.

If it becomes obvious to UCF a temporary staff member is not performing well, immediate actions will be taken by UCF that may require UCF requesting the service provider to remove the temporary staff member from the assignment. This decision to take action will be solely UCF's decision and will be final, not negotiable by the service provider. UCF may or may not request a replacement temporary staff member from the same service provider.

Other situations that will require the removal of a temporary staff member is inappropriate behavior. Such behavior includes, but is not limited to: suicidal behavior, self-injury, threats to harm others, disruptive behavior, and visibly under the influence and/or intoxication by alcohol or other drugs, and stealing.

Service Provider's invoicing shall be submitted to UCF within 30 days of completing a specific assignment. If the assignment or assignments are continuous in nature spanning weeks and / or months, service providers shall be able to invoice UCF on a monthly basis. Invoices are to denote the following at a minimum:

- Department name
- Temporary staff member's name
- Job category
- Number of hours worked
- Purchase Order Number

All temporary staff hired are required to have a background check performed by the temporary employment agency prior to commencement of a work assignment, pursuant to Florida state level one background screening standards. This is to include: National Sex Offenders Registry, federal criminal database, national criminal history records, statewide criminal history background check through the Florida Dept. of Law Enforcement and Driver's License records. The agency must provide the university hiring official with certification that the background check was performed and cleared by the agency.

Depending on the nature of the position or duties required, the hiring officials may request the agency to perform additional levels of background screening.

**APPENDIX I
SUPPLEMENTAL OFFER SHEET
TERMS AND CONDITIONS**

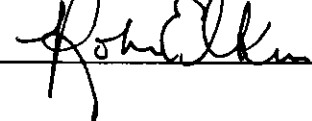
The sections set forth below are to each be initialed as YES for "understood and agreed upon" or NO for "not agreed to." Failure to complete and return this document with your offer could result in rejection of your offer, at UCF's sole discretion. Respondents shall not check sections as "understood 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 negotiable term or condition of this ITN are to provide a clear and detailed reason for the disagreement and a solution to the disagreement in his/her offer. A Respondent's disagreement with any non-negotiable section of this ITN may 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**	<u>✓</u>	<u> </u>	<u>RE</u>
2.2 **Non-negotiable**	<u>✓</u>	<u> </u>	<u>RE</u>
2.3 **Non-negotiable**	<u>✓</u>	<u> </u>	<u>RE</u>
2.4	<u>✓</u>	<u> </u>	<u>RE</u>
2.5	<u>✓</u>	<u> </u>	<u>RE</u>
2.6 **Non-negotiable**	<u>✓</u>	<u> </u>	<u>RE</u>
2.7 Section Not Used			
2.8 **Non-negotiable**	<u>✓</u>	<u> </u>	<u>RE</u>
2.9	<u>✓</u>	<u> </u>	<u>RE</u>
2.10	<u>✓</u>	<u> </u>	<u>RE</u>
2.11 **Non-negotiable**	<u>✓</u>	<u> </u>	<u>RE</u>
2.12	<u>✓</u>	<u> </u>	<u>RE</u>
2.13 **Non-negotiable**	<u>✓</u>	<u> </u>	<u>RE</u>
2.14 **Non-negotiable**	<u>✓</u>	<u> </u>	<u>RE</u>
2.15	<u>✓</u>	<u> </u>	<u>RE</u>

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

<u>SECTION</u>	<u>YES</u>	<u>NO</u>	<u>RESPONDENT INITIALS</u>
2.40	<u>✓</u>	<u> </u>	<u>RE</u>
2.41	<u>✓</u>	<u> </u>	<u>RE</u>
2.42 **Non-negotiable**	<u>✓</u>	<u> </u>	<u>RE</u>
2.43	<u>✓</u>	<u> </u>	<u>RE</u>
2.44	<u>✓</u>	<u> </u>	<u>RE</u>
2.45	<u>✓</u>	<u> </u>	<u>RE</u>
2.46	<u>✓</u>	<u> </u>	<u>RE</u>
2.47	<u>✓</u>	<u> </u>	<u>RE</u>
2.48	<u>✓</u>	<u> </u>	<u>RE</u>
2.49 **Non-negotiable**	<u>✓</u>	<u> </u>	<u>RE</u>
2.50	<u>✓</u>	<u> </u>	<u>RE</u>
2.51	<u>✓</u>	<u> </u>	<u>RE</u>
2.52 **Non-negotiable**	<u>✓</u>	<u> </u>	<u>RE</u>
2.53 **Non-negotiable**	<u>✓</u>	<u> </u>	<u>RE</u>
2.54	<u>✓</u>	<u> </u>	<u>RE</u>
2.55	<u>✓</u>	<u> </u>	<u>RE</u>
2.56 **Non-negotiable**	<u>✓</u>	<u> </u>	<u>RE</u>
2.57 **Non-negotiable**	<u>✓</u>	<u> </u>	<u>RE</u>
2.58 **Non-negotiable**	<u>✓</u>	<u> </u>	<u>RE</u>
2.59 **Non-negotiable**	<u>✓</u>	<u> </u>	<u>RE</u>
Appendix I	<u>✓</u>	<u> </u>	<u>RE</u>
Appendix II	<u>✓</u>	<u> </u>	<u>RE</u>
Appendix III	<u>✓</u>	<u> </u>	<u>RE</u>
Appendix IV	<u>✓</u>	<u> </u>	<u>RE</u>

Company: Tews Company Authorized Representative's Name: Robin EIKINS

Authorized Representative's Signature:  Date: 12/20/2021

APPENDIX II

CERTIFICATE OF NON-SEGREGATED FACILITIES

We, Tews Company 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, as 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 ON 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), 60-741.5(a), and 29 CFR Part 471, Appendix A to Subpart A with respect to affirmative action program and posting requirements. 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 physical or mental 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 II

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, sexual orientation, gender identity 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, sexual orientation, gender identity 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, sexual orientation, gender identity 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 Supplier. 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 Supplier 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.

Company: Tews Company

Authorized Representative's Name: Robin Elkins

Authorized Representative's Signature: Ron Elkins

Date: 12/20/2021

APPENDIX III

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.

Suppliers 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, upon request of UCF.** 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 is in 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: Tews Company

Authorized Representative's Name: Robin Elkins

Authorized Representative's Signature: Robin Elkins

Date: 12/20/2021



UNIVERSITY OF CENTRAL FLORIDA

Department of Procurement Services
12479 Research Parkway, Suite 600
Orlando, FL 32826-0050

ADDENDUM

IMPORTANT DOCUMENT – INVITATION TO NEGOTIATE

ITN NUMBER: 2021-03TCSA OPENING DATE & TIME: January 27, 2022 @ 2:00 p.m.

ITN TITLE: TEMPORARY LABOR SERVICES

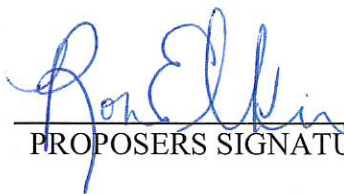
ADDENDUM NUMBER: II

ADDENDUM DATE: January 13, 2022

Purpose of this addendum is to:

- **Answer questions submitted during the Q/A period**

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



PROPOSERS SIGNATURE

Robin Elkins

PRINT OR TYPE PROPOSER'S NAME

Tews Company

COMPANY NAME

relkins@tewscompany.com

EMAIL ADDRESS