

University of Central Florida

**Invitation to Negotiate
ITN NO. ITN2021-03**

Temporary Labor Services



GravyWork

GravyWork of Florida, LLC

January 27, 2022

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Letter of Transmittal

Dear Trinh Nguyen,

Please find the enclosed proposal from GravyWork of Florida, LLC ("GravyWork") in response to University of Central Florida's ("UCF") Invitation to Negotiate for Temporary Labor Services.

At GravyWork we are a women-owned business that prides itself on an extensive pool of contacts from the local Florida workforce, with 1,350 currently active employees from which to draw a temporary labor force and a greater network of 5,000 contacts for previously employed contractors across the state at large.

By combining the advantages of an extensive pool of highly qualified temporary staffers, with the stability and support of a W2 employee roster, GravyWork has the agility to scale up to whatever staffing needs UCF may encounter.

GravyWork offers an innovative and modern approach to staffing that combines decades of training and placement experience with highly experienced, dedicated Account Management, and the ease and convenience of a mobile application. With GravyWork's proprietary application, UCF can schedule out events, manage the required number and type of roles, and even pay bills — all through one intuitive portal.

This ease, coupled with our exemplary talent pool for staffing, is what sets GravyWork apart from its competition. Our employees include highly qualified, verified and vetted individuals across many different industries, from hotel service to event management, food and beverage, construction, warehouse, and much more.

Each of these individuals remains an employee of GravyWork both during the event, or shift, and throughout the duration of the contract, ensuring that UCF receives a high-quality work product every step of the way.

Should you have any questions about our responses or our proposal, please do not hesitate to reach out to me directly by emailing aatwood@gravywork.com, or by calling 407-809-5901.

Sincerely,

Olivia Desormey
Managing Member

A photograph of two women in an office environment. The woman in the foreground, on the right, has long dark hair with green highlights and wears glasses and a red and black plaid shirt. She is looking at a laptop screen. The woman in the background, on the left, has dark hair in braids and wears glasses and a patterned top. She is also looking at the laptop. The text "Executive Summary" is overlaid in the center of the image.

Executive Summary

Executive Summary

Who We Are

GravyWork is a woman-owned business, tech-enabled staffing company, based in Florida and operating throughout the East coast. We specialize in providing custom staffing solutions for a wide variety of industries, including manufacturing, clerical, warehouse, hospitality, and much more. We combine over twenty (20) years of industry experience with cutting-edge technology to provide our clients with staffing solutions centered on the unique requirements of their business.

For over fifteen (15) years, we have been providing on-demand staff to the nation's top businesses, organizations, and academic institutions. Our easy-to-use app makes finding the right staff (and for workers, finding the right gig) easy! Now, we're bringing our trusted, skilled staff to new industries every day. We're excited to match opportunities for our workers and on-demand staff with the businesses who need their support.

Our business is primarily focused in the East Coast, from Osceola Florida, to Baltimore, MD to Richmond, VA and beyond. Current clients include hotels, hospitals, country clubs, universities, caterers and food service operators. We have expanded into Florida to continue to provide our high-level of professional services to our clients across the country.

We are currently staffing over twenty-five (25) different positions, including housekeepers, housemen, cooks, servers and groundskeepers as well as the additional positions included in this ITN.

Our Team

Since 2003, our team, guided by our industry-leading leadership, has lived and breathed staffing solutions, and has encountered absolutely every scenario possible with our employees and our clients. Because of this, we are able to deliver not only a user-friendly app, but one that is also backed by the most reliable, friendly and fun professionals.

GravyWork was built as a staffing agency first, quickly realizing how vital technology is to everything we do. We are now both a staffing and technology company, making for a perfect recipe to ensure your staffing is as easy as *gravy*.

As a preferred client, UCF will have a team dedicated to servicing your campus. This team consists of:



Olivia Desormey

Managing Member

As Managing Member of GravyWork of Florida, LLC, Olivia is our firm's top asset. For more than 5 years she has driven successful staffing solutions for GravyWork's clients across industry, states, and professional level. Olivia is our most senior Account Manager, and as a sign of our excitement to prioritize UCF as a client, will be your dedicated point of contact for the duration of this engagement. Olivia merges an encyclopedic understanding of temporary staffing processes, with a true passion for creating successful and long-lasting relationships with our clients. She was born and raised in Chicago and played Division 1 volleyball in college. She looks forward to utilizing her skillset and love of creating memorable customer experiences in her work with UCF.



Alex Atwood

Director of Operations

With 20+ years of experience in this industry, and the founder of temporary staffing agencies and training academies, Alex Atwood is recognized as one of the region's leading staffing industry authorities and executives. GravyWork's strategic development, designed by Atwood and his leadership team, is best summed up in the credo, "Raising the Standards of Service." Atwood's approach to staffing, in which all customers large and small are cherished, is based on what he describes as "people first." This unconventional business environment has been achieved through years of building outstanding rapport with the employees and clients of GravyWork. This is clearly visible through his avid involvement with the training and wellbeing of his employees and the way in which he willingly gives of his time. Atwood promotes his employees by encouraging them to improve their skills through training and education.



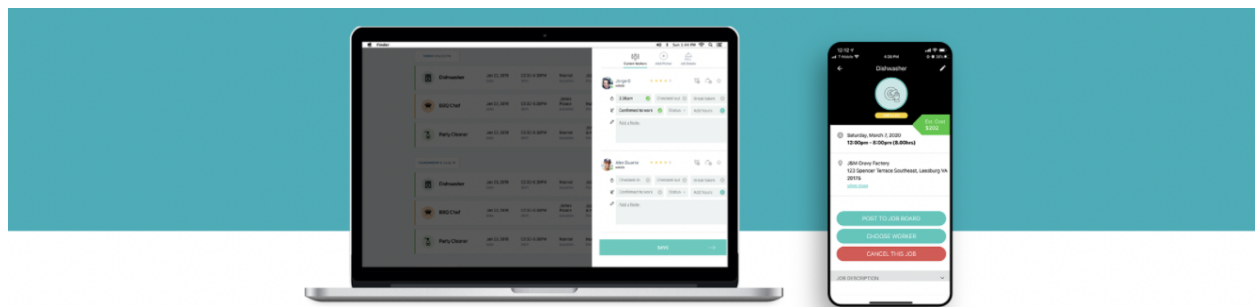
Maroska G. Pinto-Zarate


Account and Talent Manager

Maroska is a team Oriented, Customer Service professional dedicated to client satisfaction and helping professionals develop the careers they desire. Maroska's 5+ years of experience in the staffing industry include driving innovative labor placement solutions at Walt Disney World, Hilton Hotels, the Hyatt Regency, and more. For this engagement, she will serve as UCF's Deputy Account Manager, ensuring that your needs are met at all times.


Our Services

For many businesses, recruiting and retaining staff is difficult. At GravyWork, we have dedicated teams for recruitment, training and team member engagement. We recruit potential team members for your organization and onboard them to the GravyWork platform. When business warrants, you post jobs on the GravyWork app and our thoroughly vetted team members accept them.






Hire
Post jobs and get matched with pre-screened and trained full and part-time workers.



Schedule
Schedule workers with built in reminders and messaging.



Pay
Simplified accounting and payroll. We cover insurance and worker's comp.

The GravyWork app functions in real time. As shifts are posted, potential team members accept them through the app. As a user, UCF can both see who accepts the shifts as well as view candidate profiles, photos, experience and ratings *before the candidate even shows up to work.*

Our Clients

Filling in the gaps of staffing needs across the country encompasses all sorts of industries and roles, including those specified by UCF. Below we've included a few client testimonials as well as an overview of some of the clients who have benefitted from our services.



Jeanette Kiely
USA Marketing
for MLB

"Thank you for sending so many great workers to our three jobs this past weekend. Your team was wonderful to work with!"



Jeanette Kiely
Six Flags & Hurricane Harbor
HR Supervisor

"Thank you for the great staff thus far!"



Jeanette Kiely
Senior
Banquet Manager

"Everyone who who worked for the New Year's Eve Big Night DC Celebration did an excellent job!"



Our Partners

When you partner with Gravy, we do not just staff your positions and hope that it all works out! In addition to our concierge-level account management and rigorous vetting process, we continue to engage with our employees by monitoring our ratings system, checking in with the employees personally and ensuring that they participate in continuous training.

Our training is offered in person and virtually in order to accommodate all working schedules.

Our training programs include, but are not limited to, the following:

- Food & Beverage Bootcamp
- GRACIOUS Service (customer service skills)
- Practicing Positive Communication
- Understanding the Mind of a Customer

We've included an overview of our partnerships below.



Why GravyWork?

GravyWork has provided reliable, professional, and flexible staffing solutions for every major industry for years, connecting thousands of workers with flexible part-time and full-time hourly jobs at the nation's top brands, dynamic enterprises, and leading universities. We are a growing leader in providing services for warehouses, distribution, retail, construction and all other industries.

Convenient Staffing Solution in an Application

From last-minute shifts to long-term staffing, GravyWork delivers an easy and convenient solution to our clients. Our staffing software makes finding local talent with the right skills and certifications for any job a breeze. Clients can post jobs quickly through our online platform, and talent can accept jobs with the click of a button on the GravyWork app.

GravyWork makes it easy for anyone to find flexible work and get paid fast. We offer workers our proven, customized training, and help them find shifts that match their skills and fit their busy schedules.

Some of the standout benefits of using GravyWork include:

- Our staff, known as the Talent, are all trained, vetted and experienced.
- UCF can post jobs and choose talent from our online platform.
- You'll have access to workers' profiles, including job history and reviews.
- We handle insurance, workers' compensation and payroll.
- GravyWork Talent are all W2 employees.
- There are no hidden fees and no subscription fees.

Why Talent Chooses Gravy

- Fast Pay: After your first shift, you will be paid weekly — not every two (2) weeks or even monthly, like other companies.
- Flexible Schedule: Work one (1) day a month or seven (7) days a week and anything in between. Make your own schedule. *You* are in control.
- Convenience: Review and book shifts on the go using your smartphone. Keep track of your earnings too.
- Long-Term Jobs: We have week-long, month-long and temp-to-perm opportunities for those seeking more routine and stability.

At GravyWork, we treat our employees like family, which has been a key to our success for over fifteen (15) years. Many of our workforce professionals have been with us for many years and we attribute this to our high level of engagement with them. This engagement includes numerous training opportunities and bringing our community together multiple times per year for holidays and events.

GravyWork offers extremely valuable perks and benefits packages. In addition to our motivating pay structure, we are completely engaged with our pros, as our high retention rates and level of employee satisfaction show. Employee benefits include:

- | | |
|---------------------------------------|-------------------------------|
| • Holiday Pay Rates | • Opportunities for Bonuses |
| • Flexible Scheduling | • Mentoring Opportunities |
| • Training & Professional Development | • 24/7 Support from GravyWork |

A smiling woman with dark hair, wearing a red top, is standing behind a counter in what appears to be a cafe or office setting. She is holding a black tablet or small monitor. In front of her is a larger computer monitor. The background is blurred, showing warm lighting and a red circular sign.

3.2 Respondent/Offer Submittal Sections

3.2 Respondent/Offer Submittal 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.**

GravyWork provides the skills of a staffing company with over fifteen (15) years of experience helping businesses along the East coast with their staffing needs. We match our staffing expertise with the advanced technology and convenience of an online application that allows staff and business owners to seamlessly connect.

Major Features of GravyWork's Labor Service Solutions for UCF

High-Quality Staff

The first and most outstanding feature of GravyWork's services is our experienced, well-trained and vetted staff, ready to address any client's needs. All staff are thoroughly background-checked and trained to meet the highest standards of professional requirements. Each client can then request the types of services or functions needed and select from a pool of qualified and vetted professionals.

Web Application

The second major feature of GravyWork's services is the web application through which both staff and clients can access schedules, work requests, invoices and payment options.

Value-Adds for UCF in Our Proposed Services

- Our staff, known as the Talent, are all trained, vetted and experienced.
- UCF can post jobs and choose talent from our online platform.
- UCF will have access to workers' profiles, including job history and reviews.
- GravyWork handles insurance, workers' compensation and payroll.
- GravyWork Talent are all W2 employees.
- There are no hidden fees and no subscription fees.

Functions to Make Hiring Easier

Select Specific Work Roles Needed

Within the GravyWork application, UCF will be able to select from a long list of vetted, experienced professionals based on the type of skill set needed for each event or project. This allows for administrators or project leads to hire for the work they need from among temporary staff with the desired skills and experience.

Another advantage is that when UCF finds workers that can reliably and consistently provide high-quality services, *they can easily rehire them again for repeat work*. This saves time for UCF and provides GravyWork employees with consistent, dependable work.

Invoicing and Payment, All Within the Application

By handling all employee onboarding and training — including security and background checks — GravyWork is already saving UCF the hassle of finding high-quality staffing solutions. With the online GravyWork application, the inconveniences of invoicing and paying contractors and subcontractors are greatly reduced for UCF.

All payment and invoicing is handled through an easy-to-use interface, accessible through the browser, where UCF can hire, pay and review invoices from completed projects.

Around-the-Clock Support

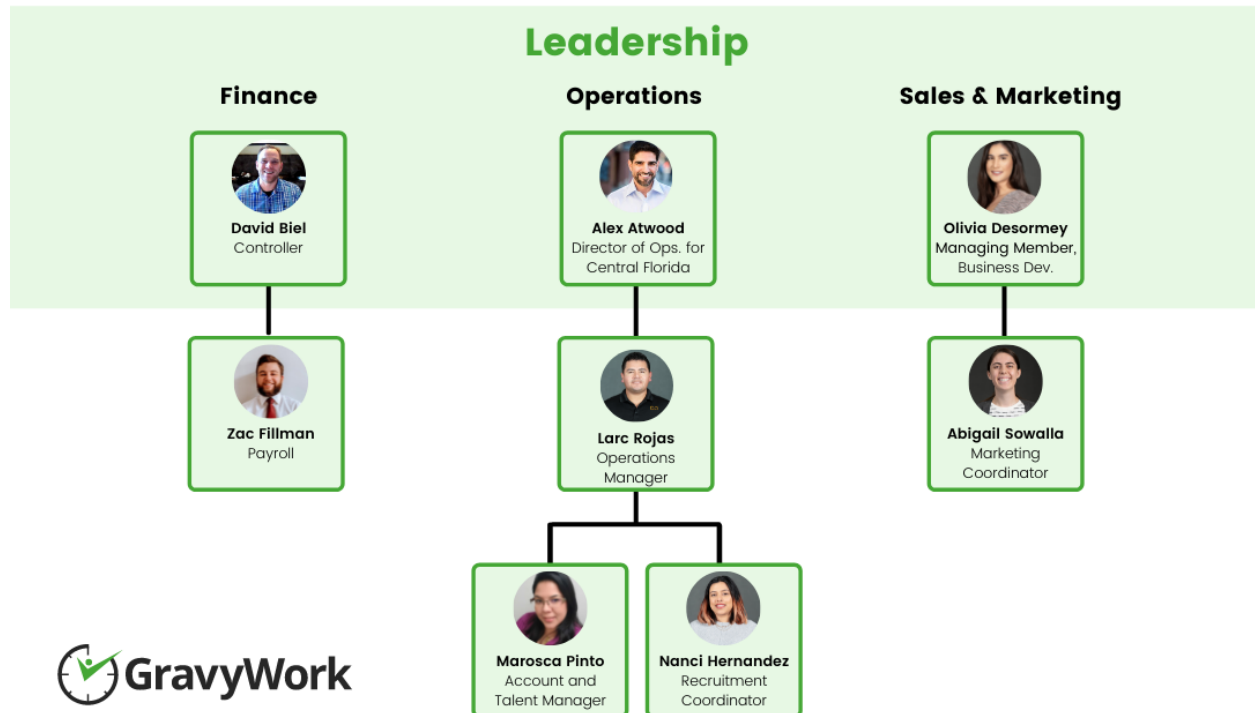
GravyWork has a 24/7 support system for clients.

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

For the last fifteen (15) years, GravyWork has provided on-demand staffing services to businesses all over the East Coast. Expanding upon this track record of successful and professional service, GravyWork now applies that training to its roster of unparalleled employees that are available through the easily accessible and simple-to-use online application interface. In this way, GravyWork provides the quality and attention of a staffing firm with the convenience of online access to scheduling, invoicing and other cumbersome business processes.

GravyWork of Florida

GravyWork's vision is to use technology to partner with our talented employees, clients, and the community to create unparalleled economic opportunities for growth and mutual success.



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

Company Size: GravyWork has thirteen (13) full-time staff and can report a pool of 1,350 staff for hiring.

Industrial Track Record: GravyWork has a track record of over fifteen (15) years providing high-quality staffing services to a wide variety of industries, including placement at the world's best academic institutions.

Financial Stability: GravyWork is a financially stable company and can produce financial documentation upon request.

Years in Business: GravyWork has been in business for fifteen (15) years.

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

Company/university name	Osceola Performing Arts Center
Address	3141 N Orange Blossom Trail #1137, Kissimmee, FL 34744
Services rendered	Temporary Staffing Services
Length of service	November, 2021 - Ongoing
Contact information for reference at UCF discretion	Josh Huss, Director Joshua.Huss@osceolaschools.net 407.350.4629

Company/university name	William & Mary University
Address	2805 Carriage House Drive Williamsburg, VA 23188
Services rendered	Temporary Staffing Services
Length of service	2018 - Ongoing
Contact information for reference at UCF discretion	Peter Travis ptravishomes@gmail.com 757-979-9239

Company/university name	XL Event Lab
Address	2637 East Atlantic Boulevard Pompano Beach, FL 33062
Services rendered	Temporary Staffing Services
Length of service	In 2021: 8/31, 9/1, 9/2, 9/3, 9/4, 9/5, 9/11, 9/12, and 9/13
Contact information for reference at UCF discretion	Kathaleen Groomes kathaleen@xleventlab.com 401-217-9253

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).

GravyWork currently has thirteen (13) full-time employees, with the executive support team listed below. Resumes of the executive support team are provided below, and resumes for additional staff are available upon request. In the Florida area, GravyWork has a network of 1,350 confirmed professionals from which UCF can pull.



Olivia Desormey
Managing Member

As Managing Member of GravyWork of Florida, LLC, Olivia is our firm's top asset. For more than 5 years she has driven successful staffing solutions for GravyWork's clients across industry, states, and professional level. Olivia is our most senior Account Manager, and as a sign of our excitement to prioritize UCF as a client, will be your dedicated point of contact for the duration of this engagement. Olivia merges an encyclopedic understanding of temporary staffing processes, with a true passion for creating successful and long-lasting relationships with our clients. She was born and raised in Chicago and played Division 1 volleyball in college. She looks forward to utilizing her skillset and love of creating memorable customer experiences in her work with UCF.



Alex Atwood
Director of Operations

With 20+ years of experience in this industry, and the founder of temporary staffing agencies and training academies, Alex Atwood is recognized as one of the region's leading staffing industry authorities and executives. GravyWork's strategic development, designed by Atwood and his leadership team, is best summed up in the credo, "Raising the Standards of Service." Atwood's approach to staffing, in which all customers large and small are cherished, is based on what he describes as "people first." This unconventional business environment has been achieved through years of building outstanding rapport with the employees and clients of GravyWork. This is clearly visible through his avid involvement with the training and wellbeing of his employees and the way in which he willingly gives of his time. Atwood promotes his employees by encouraging them to improve their skills through training and education.



Maroska G. Pinto-Zarate

Account and Talent Manager

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OLIVIA DESORMEY

Kissimmee, FL 34746

(630) 899-9492 - Oliviadesormey@hotmail.com

SKILLS

- Networking Events
- Sales Quota Management
- Problem Solving
- Decision Making
- CRM Management
- Team Recruiting and Onboarding
- Bid Request Management
- Detail-Oriented
- Customer Service
- Revenue Generation

WORK HISTORY

08/2021 to Current **Managing Member - Business Development**

Gravy Work of Florida – Orlando, FL

- Developed and implemented custom pricing structures balancing firm objectives against customer targets.
- Coordinated innovative strategies to accomplish marketing objectives and boost long-term profitability.
- Performed research to uncover potential target areas, markets and industries.
- Supported marketing teams, creating, deploying and optimizing campaigns for clients.
- Worked with existing customers to increase requests of staffing services.

01/2019 to 08/2021 **Account Manager**

Gravy Work – Falls Church, VA

- Secured high-value accounts through consultative selling, effective customer solutions and promoting compelling business opportunities.
- Developed highly profitable pipeline based on multiple sales penetration techniques.
- Contributed to annual revenue goals by selling new services and developing new accounts.
- Listened attentively to client feedback and worked with product development team to introduce new services.
- Reinvented team interaction with prospective clients by developing innovative and creative sales pitch.

08/2018 to 01/2019 **Recruiter Specialist**

Penguin Services Group – Alexandria , VA

- Followed up with notable applicants sourced via industry-specific pipelines, events and job fairs.
- Leveraged social media platforms and online job boards to advertise open positions and engage with potential candidates.
- Generated specific candidate pool for career opportunities through strategic placement of advertisements, evaluation of applicant credentials, and conducting initial interviews and pre-screening assessments.
- Tracked candidates and pushed for feedback on disqualifications, time-to-fill statistics and other variables.

EDUCATION

05/2015

Bachelor of Arts: Sociology

University of Illinois At Chicago - Chicago, IL

Alexander Atwood

Orlando, Florida • (202) 421-3290 • aatwood@gravywork.com

PROFESSIONAL SUMMARY

Staffing Operations Leader

Founder and CEO leading diverse staffing industries.

Results oriented professional with national experience in developing strategies for areas including sales, operations, program development, and continuous improvement projects for organizational improvements. Excellent communicator and team collaborator. Skilled at taking complex situations and simplifying them through introduction of new technologies to cut costs while increasing productivity and effectiveness. Adept task prioritization capabilities with a focus on building long term relationships with clients and vendors.

AREAS OF EXPERTISE

<i>Business</i>	<i>Leadership</i>	<i>Strategic</i>
✓ <i>Development</i>	&	<i>Planning</i>
✓ <i>Operations</i>	✓ <i>Management</i>	✓ <i>Forecasting &</i>
✓ <i>Contract</i>	✓ <i>Business</i>	✓ <i>Analysis</i>
✓ <i>Negotiations P&L</i>	✓ <i>Development Project</i>	<i>Staffing</i>
	<i>Management</i>	✓

SELECT ACCOMPLISHMENTS

- Defined, developed, and implemented supply planning and training from inception. Result: Improved productivity and efficiency, enabling tighter turnaround in fulfillment and ability to support upside volume quicker.
 - Recognized cost reductions for key programs by negotiating and converting from a legacy test platform to a more cost-efficient test platform. Result: Recognized a 30% cost reduction, and increasing the program lifespan with secure support/capacity.
-

PROFESSIONAL EXPERIENCE & ACCOMPLISHMENTS

GravyWork of Florida – Kissimmee, Florida
Present
Co-Founder and Operations Director

2019 -

Responsible for implementation of business development strategies, policies, and maintaining high-performance/profile clients. Consistently measuring internal performance across key performance indicators (KPIs) for quality control.

- Responsible for national sales, including manufacturing, hospitality, environmental services

Alexander Atwood

Orlando, Florida • (202) 421-3290 • aatwood@gravywork.com

- Responsible for procurement, including managing relationships with all vendors.
- Establish and maintain effective relationships with clients, including leading negotiations, and defining agreements.
- Deliver weekly sales review and monthly forecast progress to CEO and VP of Sales.
- Produce bi-annual business development and marketing plan with maximum return.

Penguin Services Group, Inc. – Alexandria, Va **Founder and CEO**

2002- 2019

Strategic leader to Regional Managers covering 12 cities in five states: California, Washington, Colorado, Arixona, and Texas.

- Onboarded over 50,000 front line employees for temporary and permanent positions within the catering, restaurant, and hospitality industry.
- Fulfilled 300,000+ shifts over a five year period.
- Created operations manuals for best business practices that served as a foundation for future training and growth.
- Restructured eight branch locations, decreased company overhead costs by 8% with augmented labor efficiencies and maintaining 100% contract compliance.
- Led sales team by setting goals, measuring KPIs and setting clear strategies to achieve goals.
- Onboarded over 10,000 front line employees for temporary and permanent positions within the catering, restaurant, and hospitality industry.
- Fulfilled 300,000+ shifts over a five year period.
- Produced a successful sales and marketing plan with maximum return.
- Identified and built best practices to create processes and systems of implementation of Salesforce, ZoomInfo and the CRM programs.
- Provided on-site supervision of large scale staffed events.
- Handled all incoming calls to assist clients in identifying their staffing needs and fulfilment.
- Provided appropriate follow-up and documentation of last minute customer requests.

Marosca G. Pinto - Zarate

Maroscap@gmail.com (407) 600-9124 Orlando FL.

Team Oriented, Customer Service professional dedicated to client satisfaction while maintaining profitability.

EXPERIENCE

2021 **WALT DISNEY WORLD** *Associate Recruiter – Casting Services*

Responsibilities:

- Facilitate the end to end recruitment process; including recruit/source, interview, selection and on boarding of new hires
- Demonstrate ability to attract, influence and convert hard to find passive talent through your understanding of the business and employee value proposition.
- Conduct in-depth screens and assess potential candidates for level of interest, qualifications, and compensation
- Utilize recruitment tools such as applicant tracking system, KENEXA, SAP etc. for workflow tracking, communication and management of active and passive candidates.
- Participate in special projects/task forces as assigned.

2016-2020 **HEART OF THE HOUSE HOSPITALITY** Account Manager / Responsible for managing accounts on janitorial industry, furthermore, taking care about 200 employees already hired and keeping the dynamics of recruitment also working with new client acquisition in order to grow up constantly, meeting client and HOTH expectation providing quality employees and quality customer services.

Managed Accounts:

***Double Tree by Hilton by Universal S.
Hyatt Regency Orlando.
Crowne Plaza by Universal S.
Gaylord Palms Resort & Convention Center.
Hyatt Regency Orlando Airport.***

Job Content Breakdown:

- Manage Performance at Specific Client Sites,
- Associate Recruitment,
- Other duties as assigned (compliance, data entry, etc.)
- Business Development (current client penetration and new client acquisition)
- Hire, train, and develop Operations Supervisors to constantly grow talent and capabilities in the organization and consistently meet compliance requirements
- React and respond to operational challenges
- other duties as assigned (support other regions as needed, support any short-term staffing needs in immediate market, assist with marketing efforts, etc.)

- ✓ Marketing Recruitment Management (Job Fair, Flyer, Jobs seeker).
- ✓ Attend Morning Meeting.
- ✓ Staffing direction and performance follow up.
- ✓ Daily presence on properties.

- ✓ Management disciplinary actions such as coaching, verbal warning, written warning as it needs.
- ✓ Daily follow up, communication, and assistance with onsite supervisor also supervising his guidelines of job.
- ✓ Following FTE's. schedule options, trade-offs, and staffing implications
- ✓ Respond to urgent customer requests
- ✓ Assist in the development and management of budget achieving profitability and revenue goals.
- ✓ Manage Orlando Market budget.
- ✓ Onboarding process in Avionte staffing software, including background check, drug test, federal documents (I-9, W4), etc.
- ✓ Daily tracking hours on People Net /Work Record (software) for each employee.
- ✓ Send weekly report to billing department in order to process Pay Roll.
- ✓ Review weekly billing batch.

Other Stakeholders:

Human Resources, payroll & Billing, Service Center, Finance, Information, Technology, Executive, Leadership, Regional Director, Human Resources, Service Center, Information Technology Executive Leadership.

- Compliance (ensuring all placed associates have completed necessary HR and customer contract requirements)
 - Interviewing Quality & Efficiency (interviewing, completing final selection, and onboarding associates to fill customer orders).
 - Recruiting Quality & Efficiency (quickly placing skilled candidates to fill customer orders and tools retention in order to minimize Turn-Over.
 - Customer Retention (increasing customer loyalty by building professional relationships with clients and proving the Company's ability to solve problems and deliver results while meeting contract specifications)
 - Market Staffing Plan (hiring, training, developing, and retaining high quality operations members to support clients and field associates)
 - Associate Relations (quickly escalating or resolving associate complaints, supporting field associate needs and proactively building communication channels with every field associate)
- Operations Supervisors will serve as role models for Heart of the House's values and culture. This is a fast paced.

EDUCATION

- **Valencia College**, English Propose Academic (Business Administration), Present
- **Law School** (Bicentaria University) Venezuela (02/2007)

SKILLS

- Computer Skills, Microsoft Office (Microsoft Word, PowerPoint, Excel)
- Bilingual English / Spanish
- Ability to work cooperatively and collaboratively with a group of individuals Multitask.
- High level of customer service
- Strong negotiation skills to arrive at a satisfactory conclusion using compromise and diplomacy.

Training: Successfully completed numerous courses and seminars in customer service relations, business strategies, budget.

Reference: Juliana Martinez (407) 7730371 Heart of the House Regional Manager

CAREER EXPERIENCE

D3 Consulting, Sun Prairie, WI, 2021 - Present

PRINCIPAL CONSULTANT

Self-employed. Provide fractional controller/CFO services to small businesses.

- Provide CFO services on an ongoing basis to a tech company in the hospitality industry, including month-end results review, updated forecasts/budgets, and cash flow forecasting. Began engagement by researching consolidation software and implemented Fathom to consolidate three legal entities in QuickBooks Online. Developed first-ever budget using historical volumes, run rates, and collaborated on headcount and large expense lines to develop reasonable targets. Developed cash flow forecasting and processes to proactively manage cash spending.
- Worked as fractional controller of health device manufacturer. Provided weekly cash flow update and cash forecast to assist with working capital management. Completed thorough cleanup of Bill.com and reconciliation with Quickbooks Desktop. Completed deep dive accounting clean-up in QuickBooks Desktop in accordance with Generally Accepted Accounting Principles (GAAP). Included thorough analysis of prepaid expenses and reconciliation with vendors to ensure correct.

Richelieu Foods, Beaver Dam, WI, 2020 - 2021

PLANT CONTROLLER

Managed all aspects of plant accounting and finance for a manufacturing facility producing \$240MM / 65MM units per year across four production lines. Completed month-end close within a strict 3-day timeframe, including journal entries and account reconciliations for all balance sheet accounts. Lead month-end results compilation across all functional areas of the plant to produce monthly results packet for senior management, including financial results, safety, quality, and manufacturing performance.

- During a very active period of capital upgrades, managed process for writing and submitting capital authorization requests totaling \$3.0MM. Completed reconciliation of construction in process account and capitalized projects on balance sheet as appropriate on a monthly basis.
- During COVID-19 outbreak, became active player in leading the analysis and reporting of financial impacts of COVID on the manufacturing facility. Tracked and reported all paid-not-worked for CARES act credit.
- Lead regular budgeting/forecasting process across manufacturing facility, driving cost savings/reduction in period of declining volume. Facilitated discussions on how to manage, including projected overtime reduction and possible rightsizing of departments with an eye on continued process improvements.
- Managed all manufacturing standards for facility. Worked with manufacturing and plant managers to ensure assumptions were aligned/costs were appropriate for line speeds and crewing. Lead development of new manufacturing standards for offsite repack facility, allowing mixing of product offsite and 20% increased line speeds.

115th Fighter Wing -- Air National Guard, Madison, WI, Part-Time 1999-Present; Full-Time 2016-2019

CAPTAIN; AIRCRAFT MAINTENANCE OFFICER

Collaborate with maintenance team to manage maintenance operations for fleet of F-16 aircraft. Selected for officer role after thirteen years serving as an enlisted technician. Served in a full-time capacity as officer in charge of the Maintenance Operations Flight (MOF) from 2016-2019, where I managed thirteen full-time employees charged with maintenance control, plans and scheduling, fleet analysis, budgeting, and deployment readiness. Currently work as part-time OIC of Equipment Maintenance Flight (EMF).

- Served as Maintenance Squadron Operations Officer (MOO) at Al Udeid Air Base, Qatar, in 2021. Lead production effort for backshops and briefed senior leadership. Served as acting squadron commander for 3 weeks, managing over 300 personnel in a deployed environment.
- Served as Aircraft Maintenance Unit (AMU) officer in charge (OIC) at Kunsan AB, Korea, where I lead production for twelve aircraft and 170 personnel for three months. Focused on readiness for combat operations in a deployed environment, completing two operational readiness exercises (ORE's) in the span of three months.
- Earned (4) Air Force Commendation, Air Force Achievement, Korean Service, and Iraq Campaign Medals.
- Earned Company Grade Officer of the Year, 115th Maintenance Group, in 2016 and 2018.

Nelson Global Products, Stoughton, WI, 2014 – 2016

SR. FINANCIAL ANALYST – TREASURY AND FINANCIAL PLANNING & ANALYSIS; 2015-2016

Nelson Global Products was spun off from Cummins in 2011 and followed an aggressive acquisition strategy to form an international, private-equity owned corporation. Joining a recently spun off organization offered opportunities to develop a wide range of finance skills as we built a corporate finance infrastructure.

- Analyzed and reported daily cash needs to CFO, management team, and shared services manager. Managed and forecasted interest payments and maintained detailed amortization schedules on a range of term and revolver

borrowings. Worked closely with creditors to ensure borrowing documents and financing tranches were structured appropriately.

- Developed cash flow forecasting model, using inputs from accounts payable and receivable as well as debt service information. Provided analytics to CFO and shared services manager to assist in managing cash flow.
- Updated models for fixed cost coverage and valuation to communicate EBITDA growth and change, and ensure cash flows are adequate to meet debt service, bank covenants, and requirements of the board of directors.
- Tracked cash flows and bank requirements as part of quarterly cash flow and covenant modeling required by bank and private equity owners. Ensured model was accurate, reconciled with consolidated financial statements, and accurately reflected operating, EBITDA performance, and covenant compliance.
- Completed two assignments as interim controller of Ft. Wayne, IN, and Cambridge, MN, manufacturing facilities, each comprising \$50MM in annual revenue.
 - In Ft. Wayne role, developed annual operating plan (AOP) for the facility, including developing assumptions around standard costs and expenses, working with human resources to develop a headcount and labor budget, and presented operating budget to senior management at conclusion of assignment.
 - In both roles, I partnered with plant management to understand monthly reporting needs and provide analytical tools to facilitate understanding of the operation, capital expenditure budget, and developed valuation and reporting of value creation projects (VCP). Received positive feedback at the conclusion of both assignments for adaptability and excellent work.
- Earned 2015 Outstanding Performer award – 10 given in an organization of 2,000 – for agility and willingness to take on different challenges, complete them with excellence and a positive attitude.

Kraft Foods, Madison, WI, 2007 – 2014

SR. FINANCIAL ANALYST

As a rotational financial analyst, worked in positions ranging from category/marketing finance, commodities finance, plant finance, and financial planning and analysis (FP&A). Developed detailed expertise in a range of areas of the business and contributed to different teams, developing an understanding of costs as well as marketing. Began as a financial analyst in FP&A and worked into role as senior analyst on a brand team responsible for \$200MM in revenue.

- Collaborated with marketing and sales to develop and implement merchandising strategies, including both trade and consumer promotions, to grow profitably. Grew net contribution 15.2% as a member of the team.
- Lead internal process to value and purchase plant automation equipment, including a \$4.2MM capital project that generated an internal rate of return (IRR) of 33.5%.
- Developed Microsoft Access database to track commodity price impacts on corporate and category P&L's across 11,000 consumed resources and \$1.4B in annual commodities purchases.
- Managed monthly close process for entire business unit operations organization, including eight manufacturing plants and an annual \$2.5B in cost of goods sold.
- In plant finance role, worked with business unit leadership to identify and implement cost control efforts resulting in \$1.2MM in manufacturing cost savings. Worked with internal control and SOX teams to test internal controls.
- Managed implementation of business objects revenue database for ad-hoc and month-end reporting.
- Lead community service activities within department, including Adopt-a-Family gift collection and Adopt-a-Highway trash cleanup.

EDUCATION AND CREDENTIALS

University of Washington-Seattle, Seattle, WA

CERTIFICATE IN ACCOUNTING, 2019

University of Wisconsin-Madison, Madison, WI

MBA, APPLIED CORPORATE FINANCE, 2007

BBA, MAJORS IN FINANCE, REAL ESTATE, AND FRENCH • GRADUATED WITH DISTINCTION, 2000

Internship, Crédit Agricole in Le Mans, France, 1999 • Graduate Business Association • Dean's List • Phi Kappa Phi Honor Society • Beta Gamma Sigma Honor Society • Committee Chair, Alpha Kappa Psi • Concert Band

Certified Public Accountant (CPA), State of Washington, License # 41082; State of Wisconsin, License #28166-1

Certified Management Accountant (CMA), SAP FI-CO, Oracle/Hyperion Planning, Hyperion SmartView, Business Objects, Advanced Microsoft Excel, Intermediate Microsoft Access, QuickBooks Online ProAdvisor

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.**

GravyWork currently staffs over twenty-five (25) different positions, including housekeepers, housemen, cooks, servers and groundskeepers, as well as additional positions as required.

GravyWork does not anticipate the need for any subcontractors for this proposal.

By ensuring that staff have opportunities for continuing education, training and consistent work opportunities, GravyWork ensures a consistent staffing pool of high-quality workers from which to draw.

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?**

Capacity to Deliver in All Temporary Labor Areas

By connecting with workers through the web application and allowing them to select their jobs, GravyWork is able to provide as many different types of services as are available in the area. Through targeted recruitment and attractive compensation packages, GravyWork has little difficulty addressing a multitude of labor needs.

Delivering in a Timely Manner

The following table describes the general workflow for GravyWork implementation, indicating where GravyWork has responsibilities and deliverables.

The Ten (10)-Step GravyWork Process	
Step 1. Market Research	Our operational and recruiting teams conduct a market review to determine base rates for each position.
Step 2. Establish Contract Terms	This includes billing rates, temp-to-hire and payment terms.

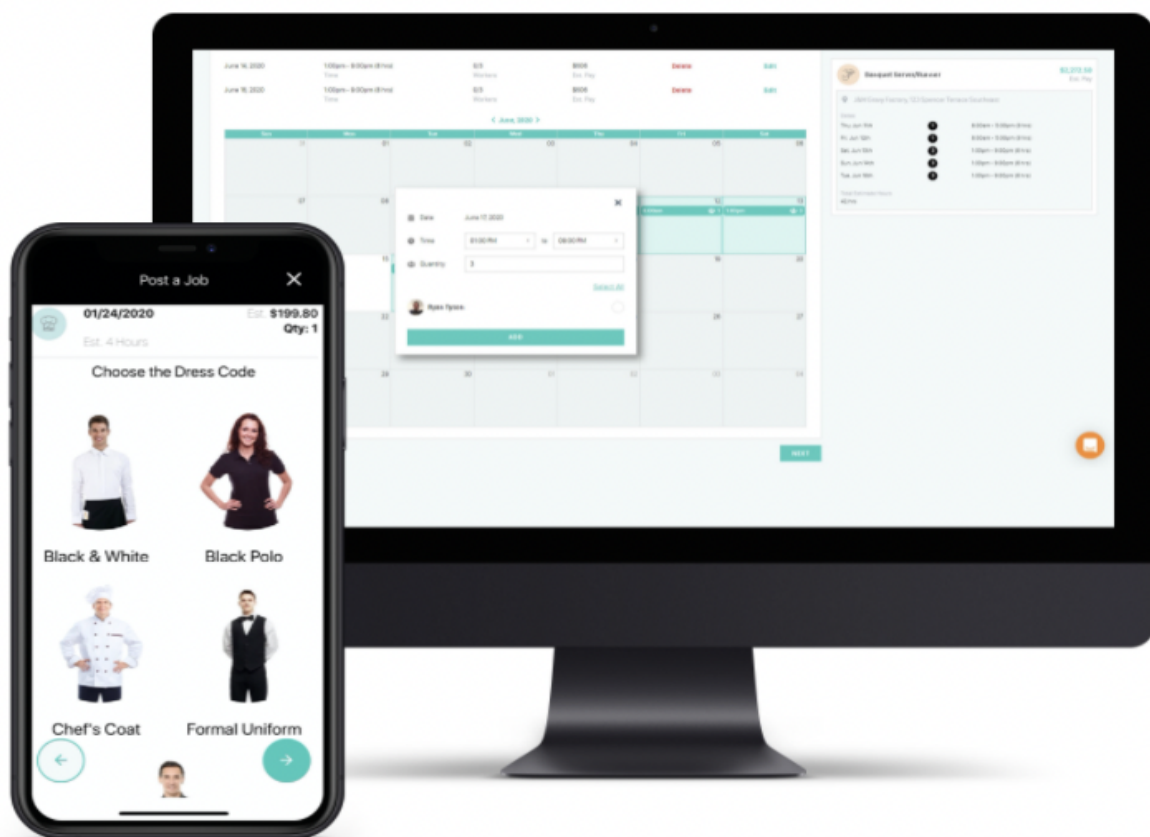
Step 3. Operational Kickoff	This meeting will take approximately sixty (60) minutes. Our operational and recruiting teams host an online call or in-person meeting (preferred) with day-to-day operational leaders from your organization. This session is for us to learn more about your organization, including culture, leadership, expectations, business objectives, union requirements (if any) and the operational hours. We review job descriptions, onboarding, uniform requirements and skills necessary to perform each job.
Step 4. Create Position Profiles	With the information gleaned from the kickoff meeting, our team creates profiles for each position and speaking points for working at your location(s).
Step 5. Recruiting	We actively search for candidates. This involves a combination of our database, online and in-market strategies.
Step 6. Interviewing and Onboarding	Vetted and qualified candidates are hired, and onboarding paperwork is completed.
Step 7. Scheduling	We train on-site managers on how to use the GravyWork platform, including posting shifts, approving hours and viewing staff ratings generated from other GravyWork clients.
Step 8. Shift Execution	GravyWork team members work onsite.
Step 9. Evaluation	Workers are evaluated by the client and can be rated on the app.
Step 10. Follow-up	Our team maintains open communication with both the onsite workers and operational leadership.

Through the GravyWork app, UCF staff can coordinate and choose staffing details and schedules. By logging into the online portal, administrators can schedule out the entire season.

The simple web interface pictured below allows for perusal of the entire staffing pool. From there, UCF representatives can choose the right staff for the job, no matter the work required.

Additionally, email and mobile notifications keep the GravyWork staff and UCF representatives on the same page, regardless of any changes to scheduling or staffing. They can also review staff work history, review performance and even reselect past workers for current jobs.

GravyWork Web Interface and Mobile Application



Dashboard

Jobs

Accounts

Contacts

Workers

Messages (220)

Interviews

Phone Screens

Prospects

Schedule

Admins

Payroll Runs

Current Jobs

Past Jobs

+

ADVANCED FILTER

Gaylord National Resort & Convention Center

X

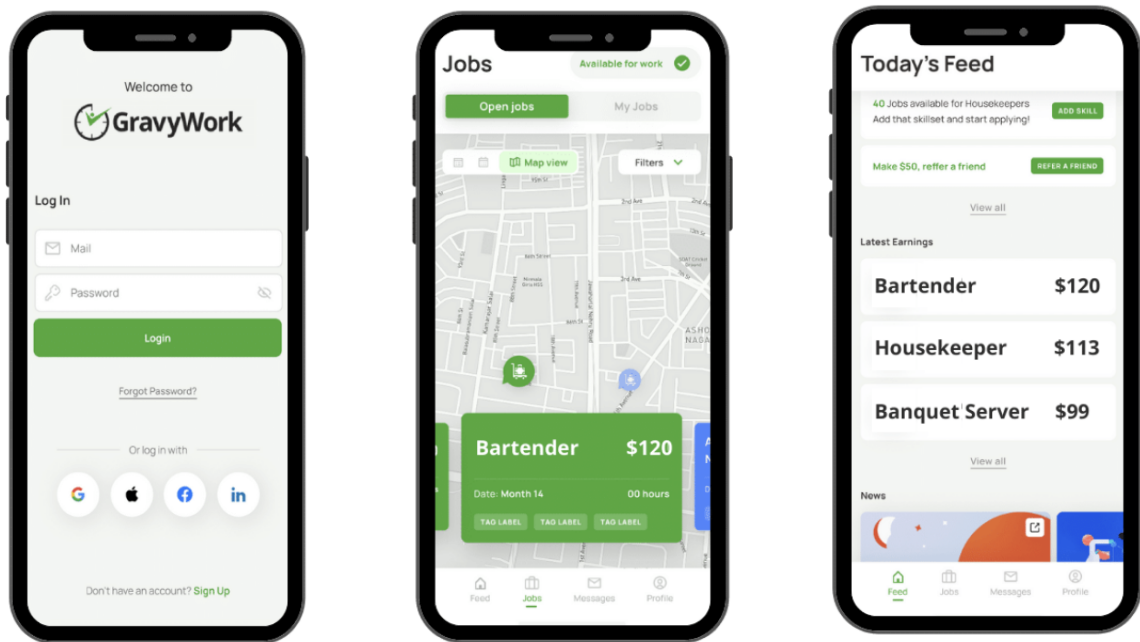
Not Approved

Completed

Cancelled

TUESDAY 12/31/19

Bartender Gaylord National Resort & Convention Center (Admin Root)	4:00pm - 4:30am Time	Gaylord National Resort & Convention Center Location	95/112 Workers	<div>COMPLETED</div> <div>...</div>
Banquet Busser Gaylord National Resort & Convention Center (Admin Root)	4:00pm - 4:30am Time	Gaylord National Resort & Convention Center Location	50/56 Workers	<div>COMPLETED</div> <div>...</div>
Captain Gaylord National Resort & Convention Center (Admin Root)	4:00pm - 4:30am Time	Gaylord National Resort & Convention Center Location	6/6 Workers	<div>COMPLETED</div> <div>...</div>
Captain Gaylord National Resort & Convention Center (Admin Root)	4:00pm - 4:30am Time	Gaylord National Resort & Convention Center Location	4/4 Workers	<div>COMPLETED</div> <div>...</div>



From the app, qualified and pre-vetted employees of GravyWork will select and commit to the schedule as dictated by UCF. All communication, confirmation and even invoicing and payroll is located on the app, reducing redundancy and wasted time. The above

screenshots show how workers are able to pick between jobs, review earnings and interact with new jobs.

2. Describe how urgent requests are handled.

The GravyWork web application provides twenty-four (24)-hour access to on-demand staff. With the app, UCF can post staffing requests at any time and see them filled as quickly as within two (2) hours, depending on the availability of GravyWork employees at the time. If the staffing request is not automatically filled, GravyWork staff will manually contact and fulfill all UCF requests within the time period above.

At GravyWork we pride ourself on an extensive pool of contacts from the local Florida workforce, with *1,350 currently active employees* from which to draw a temporary labor force and *a greater network of 5,000 contacts* for previously employed contractors across Florida at large. By combining the advantages of an extensive pool of experienced and capable contacts, with the stability and support of a W2 employee roster, GravyWork has the agility to scale up or specialize to whatever staffing level and needs UCF may encounter.

Provide an explanation of how background checks will be processed.

Background Screening

GravyWork utilizes Truescreen and Checkr to perform background checks on our candidates to ensure they meet the standards and requirements for placement as detailed by UCF's Director of Human Resource Management or appointed designee. Prior to running the check(s), these sites provide the proper disclosure and obtain authorization as required by the Federal Trade Commission (FTC) and Consumer Financial Protection Bureau (CFPB). Each applicant is electronically provided with a copy of their Summary of Rights under the FCRA, based on the type of check required. The average turnaround time for these checks is 1.33 days.

Reference Check

GravyWork checks a minimum of three (3) business references for each candidate considered for placement with any client.

Drug Screening

Drugs tests are conducted on all potential candidates. We utilize Quest Diagnostics as our drug testing provider of choice.

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

GravyWork uses a talent acquisition process and subsequent training program to ensure that our clients have the highest-quality applicants from which to select the perfect solution for their staffing needs. Following is an overview of our selection and vetting process.



GravyWork uses an application process and training program that has ensured our clients a consistent choice for staffing solutions for well over a decade, including the interviewing, assessment and screening process described above. This encompasses a background check, drug testing and other vocational knowledge verification.

Professional Appearance

GravyWork can guarantee that during the training and intake interview process, we thoroughly explain expectations for professional appearance standards while on a worksite, project or assignment. Through the online portal, UCF can mandate certain standards or differentiate requirements, allowing staff to adhere to any specific conditions prior to the event or shift, thus ensuring compliance.

Reliability

By utilizing competitive pay rates and ongoing training, GravyWork is able to retain highly qualified and talented candidates for long-term employment over many different industries. The added benefit is that UCF can come to rely upon the GravyWork staff for all temporary staffing needs with no additional training required, *every time a need arises*.

Workplace Skills

GravyWork utilizes Total Testing, an online platform capable of putting the candidate through a litany of position-specific testing to ensure they meet the requirements for their potential temporary assignment.

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

GravyWork can report a fill percentage of *ninety-five (95) percent*, and can expect a lead time — depending on the job — in *as little as two (2) hours* to get an employee ready to work.



Forms and Attachments



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.

A handwritten signature in black ink, appearing to read 'A. Atwood', is written over a horizontal line.

PROPOSERS SIGNATURE

Alexander Atwood

PRINT OR TYPE PROPOSER'S NAME

GravyWork of Florida, LLC
COMPANY NAME

aatwood@gravywork.com
EMAIL ADDRESS

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>

University of Central Florida
INVITATION TO NEGOTIATE

Contractual Services

Acknowledgement Form

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.

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:
November 17, 2021

ITN TITLE: **Temporary Labor Services**

FEDERAL EMPLOYER IDENTIFICATION NUMBER
872948430

SUPPLIER NAME
GravyWork of Florida, LLC

REASON FOR NO OFFER:

SUPPLIER MAILING ADDRESS
3255 PRIME PARK CIR., 289

CITY - STATE - ZIP CODE
KISSIMMEE, FL 34746

POSTING OF PROPOSAL TABULATIONS

AREA CODE
407

TELEPHONE NUMBER
809-5901

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.

FAX:

EMAIL: aatwood@gravywork.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

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.



AUTHORIZED SIGNATURE (MANUAL)

Alexander Atwood, CEO

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.


**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**	<input checked="" type="checkbox"/>	<input type="checkbox"/>	li
2.2 **Non-negotiable**	<input checked="" type="checkbox"/>	<input type="checkbox"/>	ca
2.3 **Non-negotiable**	<input checked="" type="checkbox"/>	<input type="checkbox"/>	ca
2.4	<input checked="" type="checkbox"/>	<input type="checkbox"/>	ca
2.5	<input checked="" type="checkbox"/>	<input type="checkbox"/>	ca
2.6 **Non-negotiable**	<input checked="" type="checkbox"/>	<input type="checkbox"/>	ca
2.7 Section Not Used			
2.8 **Non-negotiable**	<input checked="" type="checkbox"/>	<input type="checkbox"/>	ca
2.9	<input checked="" type="checkbox"/>	<input type="checkbox"/>	ca
2.10	<input checked="" type="checkbox"/>	<input type="checkbox"/>	ca
2.11 **Non-negotiable**	<input checked="" type="checkbox"/>	<input type="checkbox"/>	ca
2.12	<input checked="" type="checkbox"/>	<input type="checkbox"/>	ca
2.13 **Non-negotiable**	<input checked="" type="checkbox"/>	<input type="checkbox"/>	ca
2.14 **Non-negotiable**	<input checked="" type="checkbox"/>	<input type="checkbox"/>	ca
2.15	<input checked="" type="checkbox"/>	<input type="checkbox"/>	ca

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

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

Company: GravyWork of Florida, LLC Authorized Representative's Name: Alexander Atwood
 Authorized Representative's Signature:  Date: 1/15/22

APPENDIX II

CERTIFICATE OF NON-SEGREGATED FACILITIES

We, Arvey Work of Florida, LLC 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: Gravywork of Florida, LLC

Authorized Representative's Name: Alex Arnold

Authorized Representative's Signature: 

Date: 1/25/22

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: GravyWork of Florida, LLC

Authorized Representative's Name: Alexander Atwood

Authorized Representative's Signature: 

Date: 1/25/22

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.



CONTRACTUAL AGREEMENT

For

INVITATION TO NEGOTIATE (ITN) OR INVITATION TO BID (ITB) #: _____

ENTITLED: _____ (IF APPLICABLE)

Between

THE UNIVERSITY OF CENTRAL FLORIDA BOARD OF TRUSTEES AND (COMPANY NAME).

This Agreement is entered into and effective as of the date of the last signature hereto, by and between The University of Central Florida Board of Trustees ("University" or "UCF") and (Company Name) ("Contractor"). The parties agree as follows:

1. **ACKNOWLEDGMENT.** The Contractor acknowledges that:
 - A. The University is a public entity of the State of Florida;
 - B. The University is exempt from federal and Florida taxes;
 - C. Except for its employees acting within the course and scope of their employment, UCF shall not indemnify any entity or person and, then, such indemnification is limited to the express terms of §768.28, Florida Statutes. The University of Central 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 in this Agreement shall be effective only to the extent expressly required by §768.28, Florida Statutes. Any provision requiring UCF to provide insurance coverage other than the State of Florida self-insurance shall not be effective.
2. **DESCRIPTION OF SERVICES.** The Contractor will provide (insert description of goods/services). Goods/services shall be provided in accordance with UCF's Invitation to Negotiate (ITN)/Invitation to Bid (ITB) Number and the Contractor's Offer in response thereto, both of which are incorporated by reference and the terms of this Agreement. The Contractor is an independent contractor pursuant to Florida law and assumes full responsibility for completion of the services/delivery of the goods, as described in detail in Attachment "B" to this Agreement, which is incorporated herein for all purposes. Such services/goods shall be rendered/delivered in accordance with the schedule and for the amounts set forth in Attachment "A".
3. **CONTRACT TERM.** The Contractor shall commence performance of the terms of this Agreement on _____, 20____, and shall end his/her performance of this Agreement on _____, 20____. The University may renew/extend this Agreement, as mutually agreed to by both parties. Total renewals shall not exceed 5 years or twice the length of the original term, whichever is longer. An extension may not

exceed 12 months or until completion of the competitive solicitation and award or protest, whichever is longer.

4. PAYMENT.

- A.** The University shall have sufficient time (as determined by the University) after its actual receipt of ordered goods or services to inspect and approve/disapprove the goods and/or services. It is the policy of the University that invoices on goods and/or services that have been received, inspected and approved by the University will generally be paid within thirty (30) days of the University's receipt, inspection and approval thereof. Until the University receives a properly completed invoice, the payment process will not begin.
- B.** Advance payment for goods and services shall not be made except in accordance with applicable Florida law.
- C.** The University shall not be bound to any prepayment penalty clauses.
- D.** Bills for approved travel expenses shall be submitted in accordance with §112.061, Florida Statutes. The University may establish rates not to exceed the maximum allowed as provided in §112.061, Florida Statutes. The University reserves the right not to pay travel expenses unless the University approves such expenses in advance, in writing. The University has the right to make travel arrangements for the Contractor.
- E.** Bills for fees or other compensation for services or expenses shall be submitted in sufficient detail with supporting documentation sufficient for pre-audit and post-audit.

- 5. CONTRACTOR OMBUDSMAN STATEMENT.** The University has established a Contractor Ombudsman who acts as an advocate for contractors who may be experiencing problems in obtaining timely payment(s). The Contractor Ombudsman may be contacted at (407) 882-1082.
- 6. ANNUAL APPROPRIATION.** The University's performance and obligations under this Agreement are subject to and contingent upon annual appropriations by the Florida Legislature and other funding sources.
- 7. ASSIGNMENTS.** Under no circumstances shall the Contractor assign to a third party any right or obligation of the Contractor pursuant to this Agreement without prior written consent of the University. If the Contractor is, or during the term of this Agreement becomes, an individual on the payroll of the State of Florida, the Contractor represents that he or she has complied with all applicable provisions in the Florida Statutes and Florida Administrative Code regarding outside or dual employment and compensation.
- 8. BILLING.** The University shall only submit payment to the Contractor if the Contractor has provided the University with approved invoices. Mere statements in lieu of approved invoices will not be accepted by the University. All invoices must specifically describe

the services and/or goods provided, the dates and hours that the services were rendered and/or goods delivered and the fee charged. The Contractor shall deliver the invoices to UCF's Division of Finance, unless the Contractor has been otherwise instructed by the University. The Contractor must display the applicable purchase order number on the face of each of the Contractor's invoices to the University. The University will not be responsible for any goods or services delivered without a properly completed University purchase order or other order provided in writing by a duly authorized University signatory or designee. If the Contractor's invoice lists any freight or cartage charges, such invoice must attach all of the Contractor's receipted transportation bills.

9. **CANCELLATION/TERMINATION.** This Agreement may be unilaterally cancelled by UCF for refusal by the Contractor to allow public access to all documents, papers, letters, or other materials subject to the provisions of Chapter 119, Florida Statutes and made or received by the Contractor in conjunction with this Agreement. UCF also may terminate this Agreement without cause on thirty (30) days' advanced written notice to the Contractor. The parties to this Agreement may terminate the Agreement at any time by mutually consenting in writing. Either party may terminate this Agreement 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 cancellation/termination.
10. **COMPLIANCE.** 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.
11. **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 this Agreement. The parties agree that no technology, related data or information will be exchanged or disseminated under this Agreement nor any collaborations conducted pursuant to this Agreement that are export controlled pursuant to the export control laws of the United States, including the EAR, 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 this Agreement 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 this Agreement. 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 this Agreement. 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.

12. **CONFLICTS OF INTEREST.** Acceptance of this Agreement shall certify that the 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. The 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 this Agreement.
13. **DELIVERY.** Delivery is to be made to the "Ship To" location shown on the face of this purchase order. When delivery is specified to a location other than the University's Central Receiving Department, the Contractor shall direct its carrier to telephone the University's Central Receiving Department before unloading. Delivery of all shipments shall occur between 9:00 a.m. and 4:00 p.m., Mondays through Fridays only, except on State of Florida or U.S. holidays, or University holidays or closures. Indicated on the face of this purchase order is the "Delivery Desired By" date; failure to make delivery by or before "Delivery Desired By" constitutes cause for cancellation of this Agreement by the University. The University of Central Florida is committed to sustainable practices. Palletized shipments should not exceed 1500 pounds per pallet and when possible, should be shipped on a 40"x 48" pallet. The Contractor shall include a packing list showing contents of shipment (if shipment is made in two or more containers). No boxing, packing, installation, assembly, or similar charges (not included in the item price) will be allowed unless expressly and specifically authorized in writing by the University on the face of this purchase order.
14. **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 the Agreement by the University.

15. **FORCE MAJEURE.** No default, delay or failure to perform on the part of UCF 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, fire, earthquakes, acts of God, or default of common carrier. In the event of such default, delay or failure to perform due to causes beyond UCF's reasonable control, any dates or times by which UCF 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.
16. **GOVERNING LAW AND VENUE.** This Agreement and any attachments and addenda hereto are subject to and governed by Florida law. Venue for any action arising hereunder shall be in Orange County, Florida. The University is entitled to the benefits of sovereign immunity, including immunities from taxation.
17. **HEADINGS.** Headings have been included in this Agreement for convenience only and shall not affect the interpretation of any terms found herein.
18. **INDEMNIFICATION.** The Contractor shall hold the University of Central Florida 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 Contractor, its employees, its agents or of others under the Contractor's control and supervision. If any part of a delivery to the University pursuant to this Agreement is protected by any patent, copyright, trademark, other intellectual property right or other right, the Contractor 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.
19. **INDEPENDENT CONTRACTOR.** Each of the parties is an independent contractor and nothing contained herein shall constitute or designate any of the employees or agents of one party as employees or agents of the other party.
20. **NO JOINT VENTURE.** Nothing contained in this Agreement shall be construed to create a joint venture, partnership, or other like relationship between the parties.
21. **LEASED EQUIPMENT.** The risk of loss or damage to leased equipment, goods or property shall not transfer to the University except as provided in §680.219, Florida Statutes. Any security interest in the leased equipment, goods or property granted to the Contractor contrary to AGO 79-72 and AGO 80-9 is null and void. Limitations of remedies provisions, which are unconscionable under applicable Florida law, are void.

22. **MATERIAL SAFETY DATA SHEET (MSDS).** In compliance with Florida Statutes, Ch. 442, a Material Safety Data Sheet (MSDS) must accompany any applicable item delivered under this Agreement.
23. **NON-PERFORMANCE.** Neither party shall be required to perform under this Agreement or any attachments or addenda hereto executed by the University's duly authorized signatory when such performance is delayed or prevented by any cause beyond the party's or parties' control. This Agreement and any attachments and addenda hereto executed by the University's duly authorized signatory may not be altered, amended or assigned without the prior written agreement of all the parties.
24. **NOTICES.** Any written notices between the parties shall be sent by certified mail to the following addresses, or other addresses of which the parties shall have notified each other.
- For UCF: _____ For Contractor: _____
25. **PARKING.** The Contractor shall ensure that all vehicles parked on campus for purposes relating to work resulting from this 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 Contractor. The Contractor'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 Contractor or Contractor's employees. UCF's Parking Services Department can be contacted at (407) 823-5812 for additional information pertaining to parking and parking fees/rates.
26. **WORK FOR HIRE.** Any work specifically created for the University under this Agreement 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 Agreement 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 agreements or representations and warranties herein.

27. PUBLIC RECORDS, CONTRACT FOR SERVICES: 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, sexual orientation, gender identity, national origin, protected veteran status, or physical or mental disability.

28. **RECORDS.** The 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 this Agreement. Such records (including books, ledgers, journals, and accounts) shall contain all entries reflecting the business operations under this Agreement. The University or its authorized agent shall

have the right to audit and inspect such records from time to time during the term of this Agreement, upon reasonable notice to the Contractor.

29. **TAXES.** The University shall not pay any intangible taxes, property taxes or sales taxes.
30. **VIETNAM ERA VETERANS READJUSTMENT ACT OF 1974.** The University and the Contractor must comply with all applicable provisions of: (i) §402:60-250.4 of the Vietnam Era Veterans Readjustment Act of 1974; (ii) §503:60-741.4 of the Rehabilitation Act of 1973; (iii) Executive Order 11246, as amended; and (iv) the rules, regulations, and relevant orders of the U.S. Secretary of Labor.
31. **EQUAL OPPORTUNITY.** 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.
32. **SEVERABILITY.** This Agreement is severable such that should any provision of this Agreement be or become invalid or unenforceable, the remaining provisions shall continue to be fully enforceable.
33. **WAIVER/REMEDIES.** No failure or delay by a party hereto to insist on the strict performance of any term of this Agreement, 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 this Agreement, but each and every term of this Agreement shall continue in full force and effect with respect to any other then existing or subsequent breach thereof. The remedies provided in this Agreement are cumulative and not exclusive of the remedies provided by law or in equity.

34. **CONTRACTOR INSURANCE.** All insurance shall be procured from companies authorized to do business in the State of Florida, with a minimum of 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 insurance binders and shall be delivered within fifteen (15) days of the tentative award date of the Agreement. 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's Risk Management Office at least thirty (30) days prior to the expiration date of each expiring policy.

1. 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 Contractor in writing.
2. **General Liability:** The Contractor 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 this Agreement, Contractor 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.
3. **Auto Liability:** If the Contractor operates a vehicle on campus for commercial use in the performance of this Agreement (i.e. deliveries, transport of employees, etc.), the Contractor 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 the University and before beginning work, and at all times during the term of this Agreement, the Contractor 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 the University in the event of cancellation.
4. **Workers' Compensation:** The Contractor 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 the University and before beginning work, and at all times during the term of this Agreement, the Contractor will maintain said Workers' Compensation and Employer's

Liability insurance in force and provide the University with a current Certificate of Insurance. The Certificate will provide a minimum 30 days advanced notice to the University in the event of cancellation.

5. **Certificates of Insurance:** The University of Central Florida Board of Trustees is to be listed as Additional Insured on all Certificates issued. Contractor 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

35. **AMENDMENTS.** No changes or amendments to this Agreement are binding on the University unless made in legible writing that is reviewed and approved by an attorney in the University's General Counsel's Office and an authorized UCF signatory. The Contractor shall return this Agreement to the University's Procurement Services Department at once with a written explanation if it is not acceptable in its entirety.
36. **USE OF CONTRACT BY OTHER GOVERNMENT AGENCIES.** At the option of the Contractor, the use of the Agreement 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 Contractor to use this Agreement 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 bid and subsequent contract award.
37. **SECURE HANDLING OF UCF DATA.** The University requires Contractors 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 Contractor. Additional agreements may be required depending on the data involved. This Agreement is intended to ensure that UCF's security and compliance requirements are outlined and followed by the Contractor. Visit <http://www.Infosec.ucf.edu/vrm> for additional information.
38. **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.
39. **CONTACT WITH MINOR CHILDREN.** To the extent that the Contractor has or will have any contact with minor children, the Contractor hereby guarantees that the Contractor and/or anyone acting on the Contractor's behalf (including, but not limited to the Contractor's employees, agents, subcontractors, etc.) has undergone/passed a Level II (two) background check with the State of Florida and hereby certifies that none of the

Contractor's employees, agents, subcontractors and/or anyone else acting on the Contractor's behalf has any disqualifying offenses, including, but not limited to those listed in Section 435.04, Florida Statutes.

40. **REPORTING OF CHILD ABUSE.** To the extent that the Contractor has or will have any contact with minor children, the Contractor hereby expressly agrees to instruct its employees, agents, subcontractors and/or anyone else acting on the Contractor'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.
41. **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 ITB/ITN within 180 days after expiration of the contract resulting from this ITB/ITN. Total additional quantities/modified scope, if any, are unknown.
42. **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 US 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 US 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. Section 448.095, Florida Statutes, shall be interpreted consistently with applicable federal laws or regulations. If there are new regulatory pronouncements or guidances or statutory requirements regarding, or judicial interpretations of, Section 448.095, Florida Statutes, during the term of this [contract] the parties agree to update this clause so that it complies with such pronouncements, requirements and interpretations.

**E-Verify Alternative Clause
Contractors Who Are Public Employers**

To the extent that you qualify as a Public Employer as defined by Section 448.095, F.S., in lieu of the E-Verify section above, the following paragraph will apply to you:

Florida E-Verify Law; Section 448.095, Florida Statutes. [You] represent and warrant to [UCF] that [you] are registered with and using the E-Verify systems to verify the US work authorization status of all newly hired employees and covenant to continue to do so throughout the term of this [contract]. [You] further covenant to comply with the other applicable requirements of Section 448.095, Florida Statutes.

43. **ATTACHMENTS AND ENTIRE AGREEMENT.** This Agreement and any attachments and/or addenda hereto that are executed by the University's duly authorized signatory constitute the entire and exclusive agreement between the parties. Attachments and/or addenda may include, but are not limited to, the University's ITB/ITN, if any, including all the University's ITB/ITN specifications, and the Contractor's ITB/ITN response, if applicable. In the event of any conflict or inconsistency between this Agreement and the provisions of attached documents, the order of priority is:

- A. This Agreement;
- B. The University's ITB/ITN and ITB/ITN specifications, if any;
- C. The Contractor's ITB/ITN response; and
- D. Any other attached documents signed by the University's official signatory at the time the Agreement is executed.

**UNIVERSITY OF CENTRAL FLORIDA BOARD
OF TRUSTEES**

Signature: _____

Date: _____

Printed: **Brian Sargent**

Title: **Manager, Procurement Services**

CONTRACTOR NAME

Signature:  _____

Date: 1/25/22

Printed: Alex Angel

Title: Vice President of Ops