

# University of Central Florida

**Invitation to Negotiate (ITN):** Number 2021-03TCSA

**For:** TEMPORARY LABOR SERVICES

**Presented By:**



PROVIDING INNOVATIVE AND EFFECTIVE SOLUTIONS  
THROUGH ESTABLISHED PROCESSES, TECHNOLOGY,  
AND PEOPLE POWER

*YOUR SUCCESS IS OUR MISSION*

Company Information	
Name of Firm	Innovative Systems Group of Florida (ISGF)
Address	111 N. Magnolia Ave., Suite 1000 Orlando, FL 32801 <a href="https://isgf.com/">https://isgf.com/</a>
Point of Contact/ Title Phone Number Email Address	Ms. Sherri Scott Sr. Vice President (407) 481-9580 Ex. 2242 <a href="mailto:sherri@isgf.com">sherri@isgf.com</a>
DUNS Number	961477122
CAGE Code	6Y9D4
Small Business Status	8(a) Certified Small Disadvantaged Business (SDB), Minority Business Enterprise (MBE) through the NMSDC, the State of Florida Office of Supplier Diversity (MBE), the City of Orlando (MBE)

**Submitted:**

Via Bonfire Web Portal

27 January 2022, 2 p.m. EST



25 January 2022

Thank you for the opportunity to submit a proposal for the University of Center Florida Invitation to Negotiate (ITN) Number 2021-03TCSA.

ISGF is authorized to do business in the State of Florida. Our corporate office is located at 111 N. Magnolia Ave., Suite 1000, Orlando, Florida, less than 1 mile from the UCF Campus in Orlando.

ISGF has been providing exceptional service in administrative, accounting, information technology, healthcare, and technical and skill trades for over 30 years. We are confident that we will be able to extend this exceptional service to the University of Central Florida and meet or exceed all requirements.

Our offer, in its entirety, will remain valid for 120 days after the offer submission date.

We have no deviations or any concerns with any provisions or clauses of the offered agreement that are addressed in the Invitation to Negotiate (ITN) Number 2021-03TCSA.

Should you have any questions, please do not hesitate to contact me.

Thank you again for this opportunity, and we look forward to working with you in the near future.

Sincerely,



Thomas Bryan  
Chief Executive Officer  
(407) 481-9580  
[tbryan@isgf.com](mailto:tbryan@isgf.com)

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## 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.*

ISGF is an Orlando, Florida based company, built on a foundation of ethics, integrity, and passion. We believe that this foundation is prevalent in everything that we do. Above all, we strive to ensure value for the people who choose us as their partner: from the quality of the services we provide to our customers, through the comprehensive support we provide to our employees.

ISGF specializes in Administrative, Accounting, Information Technology, Professional, Industrial, Technical and Skilled services and solutions, that comprise a rapid and highly effective response to our Government and Commercial customers' broad and dynamic needs. We have provided services to Local, State, and Federal Government, as well as commercial customers over our **30-year tenure in professional staffing services**. Delivering support services and solutions that keep our customers performing at the level they expect is one of our most fundamental offerings.

ISGF currently has employees in the field at over 40 government and commercial facilities. In the past 5 years we have filled over 2,000 positions for various Government and commercial organizations, ranging from clerical/administrative support to top level technical and skilled professionals. Our office is comprised of seasoned recruiters with diverse backgrounds which provides us with the expertise and capability to fill any staffing needs that arise from our customers. We have account managers and division directors in place to support recruiters, assist with interviews, and provide training when needed. In addition, we have back-office support in operations, management, human resources, payroll, accounting, and business development. Additionally, we possess a robust set of standard operating procedures as well as highly sophisticated technology that reduces risks associated with all aspects of program execution. Our focus, and proven competency, is to rapidly acquire and retain the right talent to execute the needs of our customers. For this reason, we maintain a pipeline of talent in our Applicant Tracking System which has the ability to match skills against our vast talent pool of candidates to efficiently meet our customers' needs. Our database currently contains over 400,000 candidates, many of which are local to Orlando.

Our 30 years of experience working with organizations such as CSX, Florida Blue, NBC Universal, and the State of Michigan has given us project experience on various scales, including both short and long term projects. We have also supported clients such as Volusia County Clerk of Courts, the State of Iowa, Kingspan Insulated Panels, Pontoon Solutions, Workforce Logiq, Incepture, Capgemini, Coca-Cola, Toyota, and hundreds more.

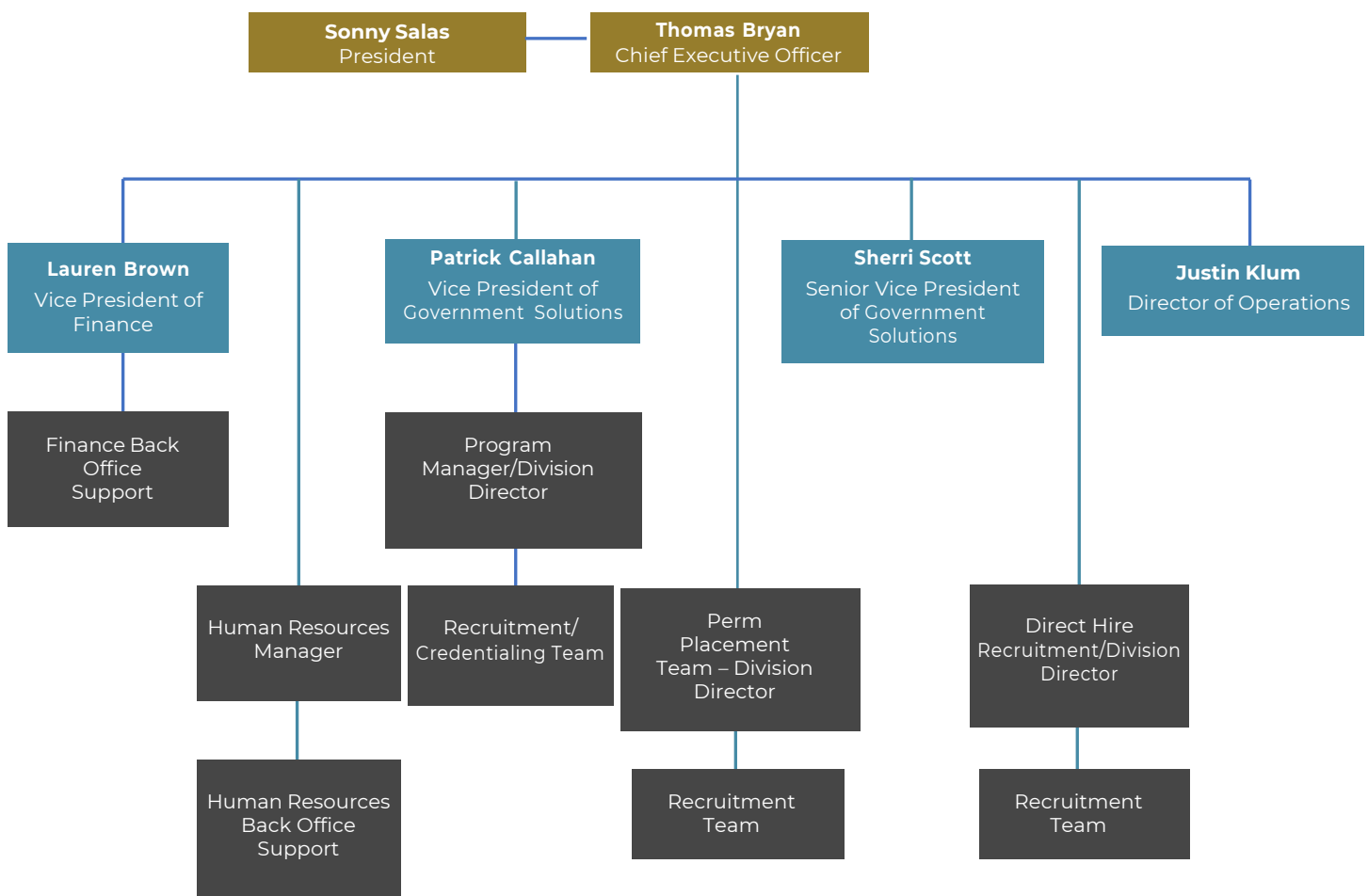
*2. Provide an overview and history of your company. Describe the organization of your company that includes the organizational structure.*

ISGF was founded in 1991 as a national staffing agency and recruiting firm specializing in Technical, Administrative, Professional, Industrial and Information Technology support services for federal, state and local government agencies, as well as commercial clientele. We have since

added specialties such as Healthcare and Accounting support services. We have grown steadily over the years, providing support to customers in over 40 States. We currently employ over 144 professional, technical, administrative, and medical personnel at government and commercial facilities.

Due to the exceptional quality of work we provide, we have steadily grown and have opened offices strategically throughout the country. In addition to our Corporate Headquarters in Orlando, Florida, we also have offices located in Jacksonville, Florida; New York City, New York; and Seattle, Washington.

The ISGF organizational structure is below, followed by a brief description of the Leadership Team.



## LEADERSHIP

**SONNY SALAS** PRESIDENT

- Over 30 years of experience in the recruiting industry.
- Areas of focus are company initiatives, leadership, and policies and procedures
- Management, business development, information technology, and administration.
- Passion for making a difference by connecting talented people with great opportunities.

**THOMAS BRYAN** CHIEF EXECUTIVE OFFICER

- 22 years industry experience
- Areas of focus are commercial and government, Accounting & Finance, Sales & Marketing, Technology
- Business Development, Strategic Planning, Strategic Growth, Operations, Operational efficiencies, Leadership
- Passion for creating opportunities to better other people's lives

**SHERRI SCOTT** SENIOR VICE PRESIDENT OF GOVERNMENT SOLUTIONS

- 29 years of industry experience
- Areas of focus are healthcare, science and research, and professional and technical support services
- Business Development, Operations Management, Leadership, Talent Acquisition, Project Planning
- Passion for placing exceptional providers in the field is my passion and goal

**PATRICK CALLAHAN** VICE PRESIDENT OF GOVERNMENT SOLUTIONS

- 24 years of industry experience
- Areas of focus are commercial and government simulation and training, aerospace and defense engineering and technology, military healthcare services
- Business Development, Program Management, Operations, Facility Security Officer
- Passion for supporting our service men and women

**JUSTIN KLUM** DIRECTOR OF OPERATIONS

- 12 years of industry experience
- Areas of focus are operations, military training, commercial and government support, program management, recruitment strategies and processes
- Passionate about providing the best possible health care support to our military members.

**LAUREN BROWN** VICE PRESIDENT OF FINANCE

- Over 30 years in public and private accounting.
- Areas of focus are financial reporting and analysis, governmental accounting and compliance, and supporting management in decision-making
- Administrative management, cash flow analysis, budgeting, job costing, payroll and tax reporting, accounts receivable, and accounts payable.
- Passion for facilitating the entire team's efforts in serving the needs of our clients and work force.

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

### **Company Size**

ISGF is an 8(a) certified Small Disadvantaged Business, as well as certified as a Minority Business Enterprise (MBE) through the National Minority Supplier Development Council (NMSDC), the State of Florida Office of Supplier Diversity (MBE), the City of Orlando (MBE), and the Florida Department of Transportation (CDBE). Last year's annual sales were \$12.3M/year.

### **Industrial Track Record**

In our overall staffing augmentation offerings, we have been a prime contractor on numerous services contracts, supporting Government and Commercial facilities. In addition, below is a list of companies who we have received staffing contracts for which services have been performed within the past 3 years.

1. Advantor Systems Corporation	2. McEwan, Martinez, Dukes & Hall, PA
3. AgileOne - NBC Universal	4. McKinley Paper Company - Bio Pappel Corp
5. Allen Dyer Doppelt Gilchrist, PA	6. NDM Hospitality
7. Americlaims Billing	8. Nutritious Lifestyles
9. Centennial Bank	10. Orlando City Soccer
11. CollaborateMD, Inc	12. Pontoon Solutions - FIS Global
13. Commonwealth Capital Corp	14. Pontoon Solutions - YRC Freight
15. D.R. Horton	16. PRO Unlimited (GuideWell Group) Florida Blue
17. Division Nine	18. Prolifics, Inc
19. Eastern Surfing Association, Inc.	20. Prosperi Global
21. FarmaceuticalRX	22. Protean Design Group, Inc.
23. Gulf Coast Electric Cooperative	24. Related Group
25. International Beams, LLC USA	26. SW Ingredients Holdings, LLC
27. Interstruct, Inc.	28. Synergy Settlement Services
29. IZEA	30. TOPdesk USA
31. Jeunesse Global	32. Universal Studios
33. Kingspan Insulated Panels	34. URM Stores Inc
35. KLS Martin, LP	36. Wolfe Financial Group
37. Kratos Defense & Security Solutions	38. ZeroChaos Corporate
39. CSX Transportation	40. International Speedway Corp (ISC)
41. TopBuild	42. Carley Corporation
43. R L Burns, Inc.	44. Red Lambda
45. Advanced IT Concepts (AITC)	46. Carvana

ISGF uniquely understands how to quickly recruit the most qualified candidates around the country, especially in our own backyard of Central Florida. As a prime contractor, ISGF has successfully recruited, hired, managed and retained over 1,125 workers exclusively supporting Government facilities, and provided quick ramp up for surge periods. Below provides a breakout of all full-time equivalents (FTEs) that we have provided over the past 3 years in each of our areas of expertise.

AREA OF EXPERTISE	FTE PROVIDED
INFORMATION TECHNOLOGY	753
ANALYTICAL	67
CONSTRUCTION	38
ENGINEERING	64
EXECUTIVE	7
FINANCIAL	148
HEALTHCARE	1,067
INDUSTRIAL	11
PROGRAMATIC	63
SALES	48
ADMINISTRATIVE	383

#### ***Financial Stability***

ISGF has a credit line of \$2M with OneFlorida Bank for ISGF to draw upon when needed. Following provides supporting documentation, as well as the ISGF Profit and Loss Statement for 2021.

**CORPORATE RESOLUTION TO BORROW / GRANT COLLATERAL  
(Continued)**

Loan No: 2220091

Page 2

Lender may designate from time to time) prior to any (A) change in the Corporation's name; (B) change in the Corporation's assumed business name(s); (C) change in the management of the Corporation; (D) change in the authorized signer(s); (E) change in the Corporation's principal office address; (F) change in the Corporation's state of organization; (G) conversion of the Corporation to a new or different type of business entity; or (H) change in any other aspect of the Corporation that directly or indirectly relates to any agreements between the Corporation and Lender. No change in the Corporation's name or state of organization will take effect until after Lender has received notice.

**CERTIFICATION CONCERNING OFFICERS AND RESOLUTIONS.** The officers named above are duly elected, appointed, or employed by or for the Corporation, as the case may be, and occupy the positions set opposite their respective names. This Resolution now stands of record on the books of the Corporation, is in full force and effect, and has not been modified or revoked in any manner whatsoever.


**NO CORPORATE SEAL.** The Corporation has no corporate seal, and therefore, no seal is affixed to this Resolution.


**CONTINUING VALIDITY.** Any and all acts authorized pursuant to this Resolution and performed prior to the passage of this Resolution are hereby ratified and approved. This Resolution shall be continuing, shall remain in full force and effect and Lender may rely on it until written notice of its revocation shall have been delivered to and received by Lender at Lender's address shown above (or such addresses as Lender may designate from time to time). Any such notice shall not affect any of the Corporation's agreements or commitments in effect at the time notice is given.

**IN TESTIMONY WHEREOF,** we have hereunto set our hand and attest that the signatures set opposite the names listed above are their genuine signatures.

**We each have read all the provisions of this Resolution, and we each personally and on behalf of the Corporation certify that all statements and representations made in this Resolution are true and correct. This Corporate Resolution to Borrow / Grant Collateral is dated January 24, 2022.**

**CERTIFIED TO AND ATTESTED BY:**

X   
Thomas E. Bryan, Manager of Innovative Systems  
Group of Florida, Inc.

X   
Biehvenido C. Salas, Jr.

NOTE: If the officers signing this Resolution are designated by the foregoing document as one of the officers authorized to act on the Corporation's behalf, it is advisable to have this Resolution signed by at least one non-authorized officer of the Corporation.

## CORPORATE RESOLUTION TO BORROW / GRANT COLLATERAL

Principal	Loan Date	Maturity	Loan No	Call / Coll	Account	Officer	Initials
\$2,000,000.00	01-24-2022	06-30-2022	2220091		IAA0028	BMS	
References in the boxes above are for Lender's use only and do not limit the applicability of this document to any particular loan or item. Any item above containing "*****" has been omitted due to text length limitations.							

**Corporation:** Innovative Systems Group of Florida, Inc.  
111 N. Magnolia Ave., Suite 1000  
Orlando, FL 32801

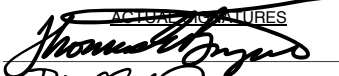
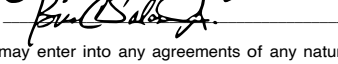
**Lender:** One Florida Bank  
Corporate Office  
33 W Pineloch Ave  
Suite A  
Orlando, FL 32806

### WE, THE UNDERSIGNED, DO HEREBY CERTIFY THAT:

**THE CORPORATION'S EXISTENCE.** The complete and correct name of the Corporation is Innovative Systems Group of Florida, Inc. ("Corporation"). The Corporation is a corporation for profit which is, and at all times shall be, duly organized, validly existing, and in good standing under and by virtue of the laws of the State of Florida. The Corporation is duly authorized to transact business in all other states in which the Corporation is doing business, having obtained all necessary filings, governmental licenses and approvals for each state in which the Corporation is doing business. Specifically, the Corporation is, and at all times shall be, duly qualified as a foreign corporation in all states in which the failure to so qualify would have a material adverse effect on its business or financial condition. The Corporation has the full power and authority to own its properties and to transact the business in which it is presently engaged or presently proposes to engage. The Corporation maintains an office at 111 N. Magnolia Ave., Suite 1000, Orlando, FL 32801. Unless the Corporation has designated otherwise in writing, the principal office is the office at which the Corporation keeps its books and records. The Corporation will notify Lender prior to any change in the location of the Corporation's state of organization or any change in the Corporation's name. The Corporation shall do all things necessary to preserve and to keep in full force and effect its existence, rights and privileges, and shall comply with all regulations, rules, ordinances, statutes, orders and decrees of any governmental or quasi-governmental authority or court applicable to the Corporation and the Corporation's business activities.

**RESOLUTIONS ADOPTED.** At a meeting of the Directors of the Corporation, or if the Corporation is a close corporation having no Board of Directors then at a meeting of the Corporation's shareholders, duly called and held on **January 24, 2022**, at which a quorum was present and voting, or by other duly authorized action in lieu of a meeting, the resolutions set forth in this Resolution were adopted.

**OFFICERS.** The following named persons are officers of Innovative Systems Group of Florida, Inc.:

NAMES	TITLES	AUTHORIZED	ACTION SIGNATURES
Thomas E. Bryan	Manager	Y X	
Bienvenido C. Salas, Jr.		Y X	

**ACTIONS AUTHORIZED.** Any two (2) of the authorized persons listed above may enter into any agreements of any nature with Lender, and those agreements will bind the Corporation. Specifically, but without limitation, any two (2) of such authorized persons are authorized, empowered, and directed to do the following for and on behalf of the Corporation:

**Borrow Money.** To borrow, as a cosigner or otherwise, from time to time from Lender, on such terms as may be agreed upon between the Corporation and Lender, such sum or sums of money as in their judgment should be borrowed, without limitation.

**Execute Notes.** To execute and deliver to Lender the promissory note or notes, or other evidence of the Corporation's credit accommodations, on Lender's forms, at such rates of interest and on such terms as may be agreed upon, evidencing the sums of money so borrowed or any of the Corporation's indebtedness to Lender, and also to execute and deliver to Lender one or more renewals, extensions, modifications, refinancings, consolidations, or substitutions for one or more of the notes, any portion of the notes, or any other evidence of credit accommodations.

**Grant Security.** To mortgage, pledge, transfer, endorse, hypothecate, or otherwise encumber and deliver to Lender any property now or hereafter belonging to the Corporation or in which the Corporation now or hereafter may have an interest, including without limitation all of the Corporation's real property and all of the Corporation's personal property (tangible or intangible), as security for the payment of any loans or credit accommodations so obtained, any promissory notes so executed (including any amendments to or modifications, renewals, and extensions of such promissory notes), or any other or further indebtedness of the Corporation to Lender at any time owing, however the same may be evidenced. Such property may be mortgaged, pledged, transferred, endorsed, hypothecated or encumbered at the time such loans are obtained or such indebtedness is incurred, or at any other time or times, and may be either in addition to or in lieu of any property theretofore mortgaged, pledged, transferred, endorsed, hypothecated or encumbered.

**Execute Security Documents.** To execute and deliver to Lender the forms of mortgage, deed of trust, pledge agreement, hypothecation agreement, and other security agreements and financing statements which Lender may require and which shall evidence the terms and conditions under and pursuant to which such liens and encumbrances, or any of them, are given; and also to execute and deliver to Lender any other written instruments, any chattel paper, or any other collateral, of any kind or nature, which Lender may deem necessary or proper in connection with or pertaining to the giving of the liens and encumbrances. Notwithstanding the foregoing, any one of the above authorized persons may execute, deliver, or record financing statements.

**Negotiate Items.** To draw, endorse, and discount with Lender all drafts, trade acceptances, promissory notes, or other evidences of indebtedness payable to or belonging to the Corporation or in which the Corporation may have an interest, and either to receive cash for the same or to cause such proceeds to be credited to the Corporation's account with Lender, or to cause such other disposition of the proceeds derived therefrom as they may deem advisable.

**Further Acts.** In the case of lines of credit, to designate additional or alternate individuals as being authorized to request advances under such lines, and in all cases, to do and perform such other acts and things, to pay any and all fees and costs, and to execute and deliver such other documents and agreements, including agreements waiving the right to a trial by jury, as the officers may in their discretion deem reasonably necessary or proper in order to carry into effect the provisions of this Resolution.

**ASSUMED BUSINESS NAMES.** The Corporation has filed or recorded all documents or filings required by law relating to all assumed business names used by the Corporation. Excluding the name of the Corporation, the following is a complete list of all assumed business names under which the Corporation does business: **None.**

**NOTICES TO LENDER.** The Corporation will promptly notify Lender in writing at Lender's address shown above (or such other addresses as

## CORPORATE RESOLUTION TO BORROW / GRANT COLLATERAL

Principal	Loan Date	Maturity	Loan No	Call / Coll	Account	Officer	Initials
\$1,300,000.00	12-15-2021	03-31-2022	2220091		IAA0028	BMS	
References in the boxes above are for Lender's use only and do not limit the applicability of this document to any particular loan or item. Any item above containing "****" has been omitted due to text length limitations.							

**Corporation:** Innovative Systems Group of Florida, Inc.  
111 N. Magnolia Ave., Suite 1000  
Orlando, FL 32801

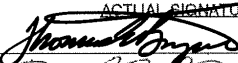

**Lender:** One Florida Bank  
Corporate Office  
33 W Pineloch Ave  
Suite A  
Orlando, FL 32806

### WE, THE UNDERSIGNED, DO HEREBY CERTIFY THAT:

**THE CORPORATION'S EXISTENCE.** The complete and correct name of the Corporation is Innovative Systems Group of Florida, Inc. ("Corporation"). The Corporation is a corporation for profit which is, and at all times shall be, duly organized, validly existing, and in good standing under and by virtue of the laws of the State of Florida. The Corporation is duly authorized to transact business in all other states in which the Corporation is doing business, having obtained all necessary filings, governmental licenses and approvals for each state in which the Corporation is doing business. Specifically, the Corporation is, and at all times shall be, duly qualified as a foreign corporation in all states in which the failure to so qualify would have a material adverse effect on its business or financial condition. The Corporation has the full power and authority to own its properties and to transact the business in which it is presently engaged or presently proposes to engage. The Corporation maintains an office at 111 N. Magnolia Ave., Suite 1000, Orlando, FL 32801. Unless the Corporation has designated otherwise in writing, the principal office is the office at which the Corporation keeps its books and records. The Corporation will notify Lender prior to any change in the location of the Corporation's state of organization or any change in the Corporation's name. The Corporation shall do all things necessary to preserve and to keep in full force and effect its existence, rights and privileges, and shall comply with all regulations, rules, ordinances, statutes, orders and decrees of any governmental or quasi-governmental authority or court applicable to the Corporation and the Corporation's business activities.

**RESOLUTIONS ADOPTED.** At a meeting of the Directors of the Corporation, or if the Corporation is a close corporation having no Board of Directors then at a meeting of the Corporation's shareholders, duly called and held on December 15, 2021, at which a quorum was present and voting, or by other duly authorized action in lieu of a meeting, the resolutions set forth in this Resolution were adopted.

**OFFICERS.** The following named persons are officers of Innovative Systems Group of Florida, Inc.:

NAMES	TITLES	AUTHORIZED	ACTUAL SIGNATURES
Thomas E. Bryan	Manager	Y X	
Bienvenido C. Salas, Jr.		Y X	

**ACTIONS AUTHORIZED.** Any two (2) of the authorized persons listed above may enter into any agreements of any nature with Lender, and those agreements will bind the Corporation. Specifically, but without limitation, any two (2) of such authorized persons are authorized, empowered, and directed to do the following for and on behalf of the Corporation:

**Borrow Money.** To borrow, as a cosigner or otherwise, from time to time from Lender, on such terms as may be agreed upon between the Corporation and Lender, such sum or sums of money as in their judgment should be borrowed, without limitation.

**Execute Notes.** To execute and deliver to Lender the promissory note or notes, or other evidence of the Corporation's credit accommodations, on Lender's forms, at such rates of interest and on such terms as may be agreed upon, evidencing the sums of money so borrowed or any of the Corporation's indebtedness to Lender, and also to execute and deliver to Lender one or more renewals, extensions, modifications, refinancings, consolidations, or substitutions for one or more of the notes, any portion of the notes, or any other evidence of credit accommodations.

**Grant Security.** To mortgage, pledge, transfer, endorse, hypothecate, or otherwise encumber and deliver to Lender any property now or hereafter belonging to the Corporation or in which the Corporation now or hereafter may have an interest, including without limitation all of the Corporation's real property and all of the Corporation's personal property (tangible or intangible), as security for the payment of any loans or credit accommodations so obtained, any promissory notes so executed (including any amendments to or modifications, renewals, and extensions of such promissory notes), or any other or further indebtedness of the Corporation to Lender at any time owing, however the same may be evidenced. Such property may be mortgaged, pledged, transferred, endorsed, hypothecated or encumbered at the time such loans are obtained or such indebtedness is incurred, or at any other time or times, and may be either in addition to or in lieu of any property theretofore mortgaged, pledged, transferred, endorsed, hypothecated or encumbered.

**Execute Security Documents.** To execute and deliver to Lender the forms of mortgage, deed of trust, pledge agreement, hypothecation agreement, and other security agreements and financing statements which Lender may require and which shall evidence the terms and conditions under and pursuant to which such liens and encumbrances, or any of them, are given; and also to execute and deliver to Lender any other written instruments, any chattel paper, or any other collateral, of any kind or nature, which Lender may deem necessary or proper in connection with or pertaining to the giving of the liens and encumbrances. Notwithstanding the foregoing, any one of the above authorized persons may execute, deliver, or record financing statements.

**Negotiate Items.** To draw, endorse, and discount with Lender all drafts, trade acceptances, promissory notes, or other evidences of indebtedness payable to or belonging to the Corporation or in which the Corporation may have an interest, and either to receive cash for the same or to cause such proceeds to be credited to the Corporation's account with Lender, or to cause such other disposition of the proceeds derived therefrom as they may deem advisable.

**Further Acts.** In the case of lines of credit, to designate additional or alternate individuals as being authorized to request advances under such lines, and in all cases, to do and perform such other acts and things, to pay any and all fees and costs, and to execute and deliver such other documents and agreements, including agreements waiving the right to a trial by jury, as the officers may in their discretion deem reasonably necessary or proper in order to carry into effect the provisions of this Resolution.

**ASSUMED BUSINESS NAMES.** The Corporation has filed or recorded all documents or filings required by law relating to all assumed business names used by the Corporation. Excluding the name of the Corporation, the following is a complete list of all assumed business names under which the Corporation does business: **None.**

**NOTICES TO LENDER.** The Corporation will promptly notify Lender in writing at Lender's address shown above (or such other addresses as

**CORPORATE RESOLUTION TO BORROW / GRANT COLLATERAL  
(Continued)**

Loan No: 2220091

Page 2

Lender may designate from time to time) prior to any (A) change in the Corporation's name; (B) change in the Corporation's assumed business name(s); (C) change in the management of the Corporation; (D) change in the authorized signer(s); (E) change in the Corporation's principal office address; (F) change in the Corporation's state of organization; (G) conversion of the Corporation to a new or different type of business entity; or (H) change in any other aspect of the Corporation that directly or indirectly relates to any agreements between the Corporation and Lender. No change in the Corporation's name or state of organization will take effect until after Lender has received notice.

**CERTIFICATION CONCERNING OFFICERS AND RESOLUTIONS.** The officers named above are duly elected, appointed, or employed by or for the Corporation, as the case may be, and occupy the positions set opposite their respective names. This Resolution now stands of record on the books of the Corporation, is in full force and effect, and has not been modified or revoked in any manner whatsoever.

**NO CORPORATE SEAL.** The Corporation has no corporate seal, and therefore, no seal is affixed to this Resolution.

**CONTINUING VALIDITY.** Any and all acts authorized pursuant to this Resolution and performed prior to the passage of this Resolution are hereby ratified and approved. This Resolution shall be continuing, shall remain in full force and effect and Lender may rely on it until written notice of its revocation shall have been delivered to and received by Lender at Lender's address shown above (or such addresses as Lender may designate from time to time). Any such notice shall not affect any of the Corporation's agreements or commitments in effect at the time notice is given.

**IN TESTIMONY WHEREOF,** we have hereunto set our hand and attest that the signatures set opposite the names listed above are their genuine signatures.

We each have read all the provisions of this Resolution, and we each personally and on behalf of the Corporation certify that all statements and representations made in this Resolution are true and correct. This Corporate Resolution to Borrow / Grant Collateral is dated December 15, 2021.

CERTIFIED TO AND ATTESTED BY:

X   
Thomas E. Bryan, Manager Innovative Systems  
Group of Florida, Inc.

X   
Bienvenido C. Salas, Jr.

NOTE: If the officers signing this Resolution are designated by the foregoing document as one of the officers authorized to act on the Corporation's behalf, it is advisable to have this Resolution signed by at least one non-authorized officer of the Corporation.

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**ISGF**  
Profit and Loss  
For the Year Ended December 31, 2021

	<b>2021</b>
<b>Income</b>	
3000 Contract Placement Revenue	\$4,117,543.33
3050 Direct Hire Placement Revenue	1,982,967.50
3080 Government Services Contract Revenue	5,232,589.56
3150 Other Revenue	1,013,460.07
<b>Total Income</b>	<b>\$12,346,560.46</b>
<b>Cost of Goods Sold</b>	
4101 Contract Placement Cost of Goods Sold	\$3,476,120.76
4200 Direct Hire Placement Cost of Goods Sold	769,197.86
4080 Government Services Cost of Goods Sold	4,602,077.92
4250 RPO - Direct Hire Cost of Goods Sold	1,365.00
<b>Total Cost of Goods Sold</b>	<b>\$8,848,761.54</b>
<b>Gross Profit</b>	<b>\$3,497,798.92</b>
<b>Expenses</b>	
5400 Staff Wages-Internal	\$518,880.01
5405 Staff Commissions	674.98
6001 Owners Expenses	306,078.42
5300 Rent or Lease	263,998.52
5040 Dues & Subscriptions	163,739.78
5401 Staff Wages - Internal G&A	508,841.71
5415 Staff Benefits & Burdens-Internal	154,054.02
5700 Office Expense	24,357.69
5200 Insurance	74,370.10
5500 Professional Services	60,225.69
6210 Amortization Expense	29,617.26
5650 Meals and Entertainment - Internal	2,421.86
5900 Repair & Maintenance	35,281.96
5780 Telephone/Internet Expense	18,869.13
5425 Payroll Service Processing	14,542.62
6200 Depreciation	44,643.47
5000 Advertising & Promotion	6,941.05
5600 Travel	4,797.62
6205 Taxes - State	1,528.81
6000 Vending Machine Expenses	2,902.66
5025 Auto Expense	5,334.01
5775 Software IT Support Expense	30,349.99
5220 Licenses & Permits	1,108.87
5725 Bank Charges	1,299.64
5726 Merchant Fees	226.55
5750 Postage & Delivery	1,444.88
5440 Background Checks - Internal Employees	97.50
5100 Education & Training	719.00
5534 Professional Photography Services	250.00
5445 Background Checks - Non Start Contractors	3,761.02
5800 Tangible Property Tax	2,277.89
<b>Total Expenses</b>	<b>\$2,283,636.71</b>
<b>Net Operating Income</b>	<b>\$1,214,162.21</b>
<b>Other Income</b>	
6300 Interest Income	\$1,906.62
6315 Gain/Loss on Sale of Fixed Assets	619.47
<b>Total Other Income</b>	<b>\$2,526.09</b>
<b>Other Expenses</b>	
6100 Interest Expense	\$22,691.36
<b>Total Other Expenses</b>	<b>\$22,691.36</b>
<b>Net Other Income</b>	<b>(\$20,165.27)</b>
<b>Net Income</b>	<b>\$1,193,996.94</b>

### *Years in Business*

ISGF has been matching exceptional talent with our customers needs for over 30 years. As a full service recruiting and staffing firm established in 1991, we provide workforce solutions for

employers of all sizes and disciplines. Our experience encompasses short and long term temporary staffing, contract to hire, and direct hire placements for skilled and professional personnel.

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

Requested Information	ISGF Response
<b>Company Name</b>	CSX Corporation
<b>Company Address</b>	500 Water Street, 15 <sup>th</sup> Floor, Jacksonville, FL 32202
<b>Services Rendered</b>	90 assignments since October 2011. Twelve (12) currently assigned. Assignments prior to October of 2011 predate our tracking system. Positions include: <ol style="list-style-type: none"> <li>1. Data and Network Architecture</li> <li>2. BI Development</li> <li>3. Business Analysis</li> <li>4. Systems Administration</li> <li>5. Application and Programming Development</li> <li>6. Help Desk Support</li> <li>7. Project Management</li> <li>8. Security Engineering</li> <li>9. Web Developer</li> <li>10. Network Engineering</li> <li>11. Software Development and Engineering</li> <li>12. User Experience</li> </ol>
<b>Length of Service</b>	22 years
<b>Contact Name and Title</b>	Doug Papish, Customer Account Manager
<b>Contact Phone Number</b>	(904) 359-3200

Requested Information	ISGF Response
<b>Company Name</b>	Advantor Systems Corporation
<b>Company Address</b>	12612 Challenger Pkwy, Suite #300 Orlando, FL 32826
<b>Services Rendered</b>	76 placements over the past 5 years. Positions include: <ol style="list-style-type: none"> <li>1. Administrative Assistant</li> <li>2. Project Coordinator</li> <li>3. Payroll Processor</li> <li>4. Receptionist</li> <li>5. Drafter</li> </ol>

	6. Electronic Technician 7. Field Technician 8. Maintenance Technician 9. Installer 10. Accounting Clerk 11. Accounting Technician 12. Data Entry Specialist 13. Engineer
<b>Length of Service</b>	4.5 years
<b>Contact Name and Title</b>	Lisa Haas, Director of Human Resources
<b>Contact Phone Number</b>	(407) 926-6901

Requested Information	ISGF Response
<b>Company Name</b>	NBCUniversal
<b>Company Address</b>	30 Rockefeller Plaza, New York, NY 10112
<b>Services Rendered</b>	13 assignments since November of 2019. Five (5) currently assigned. Positions include:  1. Business Analysis 2. Systems Engineering 3. Cyber Security Analysis 4. Data Analysis 5. Media Technician Support 6. Software Engineering 7. Application and Programming Development 8. IT Infrastructure Analysis 9. Web Design and Development 10. User Interface Design
<b>Length of Service</b>	2.5 years
<b>Contact Name and Title</b>	Yvonne Sandifer, Sr. Client Service Associate
<b>Contact Phone Number</b>	(855) 924-4531

## 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).*

The following seven (7) ISGF personnel will be assigned to the UCF account.

Requested Information	ISGF Response
<b>Name</b>	Ed Sanchez
<b>Education</b>	MBA, University of New Mexico, 2000

<b>Job Title</b>	Division Director
<b>Years of Staffing Experience</b>	21
<b>Number of years employed with ISGF</b>	3

Requested Information	ISGF Response
<b>Name</b>	Craig Hicks
<b>Education</b>	BA, Florida State University, 1995
<b>Job Title</b>	Sr. Recruiting Manager
<b>Years of Staffing Experience</b>	25
<b>Number of years employed with ISGF</b>	1

Requested Information	ISGF Response
<b>Name</b>	Jacob Farber
<b>Education</b>	BS, Florida State, Economic & International Affairs
<b>Job Title</b>	Sr. Recruiter Manager
<b>Years of Staffing Experience</b>	9
<b>Number of years employed with ISGF</b>	9

Requested Information	ISGF Response
<b>Name</b>	Brett Shambach
<b>Education</b>	BS, Florida State, Finance
<b>Job Title</b>	Division Director, Sr. Recruiting Manager
<b>Years of Staffing Experience</b>	7
<b>Number of years employed with ISGF</b>	7

Requested Information	ISGF Response
<b>Name</b>	Erika Maeda
<b>Education</b>	BA, University of California, Irvine, 2004
<b>Credentials and Certifications</b>	Predictive Index Practitioner Certification, 2017
<b>Job Title</b>	Human Resources Manager
<b>Years of Staffing Experience</b>	7
<b>Number of years employed with ISGF</b>	1

Requested Information	ISGF Response
<b>Name</b>	Patrick Callahan
<b>Education</b>	BA, University of Central Florida, 2004
<b>Credentials and Certifications</b>	Defense Counterintelligence and Security Agency Facility Security Officer
<b>Job Title</b>	Vice President

<b>Years of Staffing Experience</b>	23
<b>Number of years employed with ISGF</b>	1

Requested Information	ISGF Response
<b>Name</b>	Sherri Scott
<b>Education</b>	BA, Auburn University, 1990
<b>Credentials and Certifications</b>	IAP Worldwide Services Project Management Certification Johnson Controls Certified Project Manager
<b>Job Title</b>	Sr. Vice President
<b>Years of Staffing Experience</b>	21
<b>Number of years employed with ISGF</b>	1

**Following are resumes for the individuals who will be assigned to the UCF account:**

**Resume: Ed Sanchez, Division Director**

#### **SUMMARY**

Experienced Recruiting Manager with a demonstrated history of working in the information technology and consulting service industries. Strong human resources professional skilled in Internet Recruiting, Project Management and Business Development. Knowledgeable about the full lifecycle of recruiting and adept at working with hiring managers to exact the best strategies that meet hiring needs and maintain branding strategies. Effective at evaluating and selecting optimal advertising channels to attract desired candidates.

#### **PROFESSIONAL EXPERIENCE**

**1/2019 – Present**

**ISGF, Orlando, FL**

**Division Director - VMS**

- Contract/VMS Director driving recruiting efforts placing IT professionals nationwide
- Worked with small, medium, and Fortune 500 companies Hiring Managers to identify needs and provide resource solutions
- Tier One Status with Fortune 500 MSP partners throughout the US
- Areas of Focus: Application Development, Software Engineering, Web Development, Mobile Application Development, Business Intelligence (BI), Data Analytics, Data Management & Governance, Quality Assurance, Project Management, System Selection & Implementation, Network & System Administration, Help Desk Support, Desktop Support.

**8/2006 – 12/2018**

**Accenture - Dallas, TX**

**Recruiting Manager**

- Provided leading practices regarding contractor recruitment options to align with defined objectives and budget

- Managed software/ hardware support and development resources ranging from Senior Developers and System Architects to Agile DevOp's
- Responsibilities included maintaining deadlines from upper management and clients regarding IT personnel resources necessary for each project
- Designed, developed and maintained the contractor sourcing process in the organization (including its description, recruitment measurement definitions, regular measurement reporting, taking proper actions to close gaps
- Sourced and headhunted candidates from various sources - portals, networks, LinkedIn, databases, company mapping; and staying ahead of the technology curve.
- Adhered to corporate branding requirements when filling positions
- Coached hiring professionals on optimal recruiting strategies
- Prepared daily / weekly reports for internal review to show tasks in progress, the number candidates searched, and the number of qualified candidates found etc.
- Allowed a large degree of autonomy and independence. Give recommendations on policy/process improvements and provide input to the development of new procedures for area of responsibility
- Recruited Java developers with SDLC experience and Agile methodology.

**03/2000 – 05/2006**

**TechStar Inc**

**Sr. IT Recruiter/ Trainer**

- Recruited IT personnel from Sr software developers and System Architects to Project Managers and QA testers for financial institutions including Wells Fargo, Bank of America and Merrill Lynch
- Created and uploaded employment postings on Dice, Monster and Hotjobs
- Used Boolean searches to develop applicant portfolios for expected openings
- Wrote executive job descriptions and lists of qualifications
- Recruited network personnel for Alcatel, Nortel and Avaya ranging from CCNA to CCIE's
- Account Manager breaking various Fortune 500 companies and maintaining existing clients across a large spectrum of business units
- Training Manager where I was responsible for selecting new recruiters and training them on all aspects of the job
- Trained junior recruiters in interviewing, recruiting and onboarding strategies

## **EDUCATION**

**The University of New Mexico - Robert O. Anderson School of Management | MBA**

International Finance, 1999

**The University Of New Mexico - Robert O. Anderson School Of Management | Business**

Finance, 1992

Resume: Craig Hicks, Sr. Recruiting Manager

## SUMMARY

Highly motivated and diligent professional with a background of expertise and accomplishments in all facets of technical recruiting and account management, encompassing professional networking, customer support and service, and management. I am focused primarily on IT, Engineering support services AND medical disciplines within the Commercial, DOD/Simulation/Modeling and Aerospace sectors.

## PROFESSIONAL EXPERIENCE

**3/2021- Present**

**ISGF, Orlando, FL**

**Senior Recruiting Manager**

Responsibilities include candidate sourcing and screening, mentoring junior recruiters, client generation and maintenance. My recruiting focuses on staffing assignments in the IT, Engineering and Financial sectors.

**2/2008-2/2021**

**SimSTAFF**

**Technical Services /Sr. Technical Recruiter / Medical Recruiter / Recruiting Manager / Sales Associate**

Responsibilities included candidate sourcing and screening, mentoring junior recruiters, client generation and maintenance. Recruiting focused on staffing assignments in the software simulation (DOD), Medical, Web/IT and engineering sector. All facets of simulation were involved in the recruitment process of individuals qualified for specific assignments. Clients included: AVT Simulation, CAE USA, Corsair Engineering, MetaVR, MAK Technologies, Luke and Associates, CSC, Proactive, Bohemia, Carley, Fidelity Technologies, Havok, ARA-Virtual Heroes, Meggitt Training, GDC4S, C4ATS, Cubic, Raydon, ETC, Compror, Lockheed Missiles & Fire Control, Nova Technologies, JHT, CATI Training, SIMCOM, etc.

**10/96-4/2007**

**Elite Technical Services**

**Sr. Technical Recruiter / Recruiting Manager / Sales Associate**

Responsibilities included candidate sourcing and screening, mentoring junior recruiters, and client development and maintenance. Worked closely with each team member to develop their recruiting and sales skills to ensure both their personal and company goals. I was instrumental in developing business strategies to acquire, develop and maintain a customer base which eventually exceeded 45k per week in gross margin. My recruiting expertise focused on staffing assignments in the areas of Information Technology and Engineering for customers in the commercial and DOD sectors.

## EDUCATION

**Education**

Florida State University  
BS Sociology 1995

Resume: Jacob Farber, Sr. Recruiting Manager

### SUMMARY

Experienced Recruiting Manager responsible for recruiting and staffing services in IT and Finance and Accounting, proven results in executive search and confidential search.

### PROFESSIONAL EXPERIENCE

**8/2012 - Present**

**ISGF, Orlando, FL**

**Sr. Recruiting Manager**

- Manages key enterprise accounts ensuring in-demand resources are submitted to open requisitions.
- Recruits for a wide-variety of technical positions including Full Stack Engineers, IT Architects, Application Analysts, Quality Assurance Testers, DevOps Engineers, Project / Program Managers, Citrix Engineers, & Security Analysts.
- Plays a pivotal role in growing two enterprise accounts from 4 resources to over 25; with another account from 2 to 18 resources.
- Cross-sells services from consulting services to direct-hire services.
- Performs prospecting by weekly sales calls to organizations seeking technical talent.
  - Accomplishments: 2014-2017 Top Contract Biller
  - 2017 Top-Biller; Multi-Million Dollar Producer Award

### EDUCATION

Florida State University, Bachelor of Science – Economics & International Affairs, 2012

Resume: Brett Shambach, Division Director, Sr. Recruiting Manager

### SUMMARY

Experienced Direct-Hire Recruiting Manager responsible for recruiting and staffing services in IT and Finance and Accounting, proven results in executive search and confidential search.

### PROFESSIONAL EXPERIENCE

**8/2014 – Present**

**ISGF, Orlando, FL**

**Division Director / Sr. Recruiting Manager**

- Manages key enterprise accounts ensuring in-demand resources are submitted to open requisitions.
- Recruits for a wide-variety of technical positions including Full Stack Engineers, IT Architects, Application Analysts, Quality Assurance Testers, DevOps Engineers, Project / Program Managers, Citrix Engineers, & Security Analysts.
- Plays a pivotal role in growing two enterprise accounts from 4 resources to over 25; with another account from 2 to 18 resources.
- Cross-sells services from consulting services to direct-hire services.
- Performs prospecting by weekly sales calls to organizations seeking technical talent.

**11/2011 – 12/2013****Johnson Brothers Liquor Co.****Territory Manager**

Hired through Gallo management development program and sent to work for Johnson Brothers Distributor. Increased dollar sales over 150% in my first full year as a territory manager. Grew my independent accounts through cold calling and prospecting from 7 to 24 during my time as a sales rep. Built strong relationships with my accounts and buyers through strong sales techniques and service. Promoted from merchandiser to territory manager after three months

**EDUCATION**

Florida State University, Bachelor's degree, Finance, General, 2011

**Resume: Erika Maeda, Human Resources Manager****SUMMARY**

Human Resources Professional with additional experience in sales / account management and education, working as an integral business partner to build an empowered workforce through strategic talent sourcing, employee development and policy implementation. Experience includes recommending, implementing, and reviewing policies and programs for the human resources (HR) functions of multi-state Government contractor, coordinating activities relating to staffing, training, employee relations, affirmative action, benefits administration, and compensation; keeping records of insurance coverage, workman's compensation, 401k, and personnel transactions, conducting and coordinating wage/salary research to aid in proposal preparation.

**7/2021 – Present****ISGF, Orlando, FL****Human Resources Manager**

- Participates in developing department goals, objectives, and processes/procedures  
Coordinates and conducts recruitment for all exempt and non-exempt personnel  
Benefit administration including claims resolution, change reporting, and communicating benefit information
- Oversees and manages all aspects of employee lifecycle
- Assists in the administration of COBRA and FMLA policies and Affirmative Action program (AAP)  
Assists in the administration of the 401k plan
- Collects and approves timecards for dispersed employee base
- Conducts training with managers in regard to Performance Evaluations, AAP, and Safety  
Participates in administrative staff meetings and attends other meetings and seminars

**1/2019 – 7/2021****Avant Healthcare Professionals, Casselberry, FL****Human Resources Specialist**

- Supported RNs from the onset of their 3 year contract term resulting in 80% conversion success rate to assigned hospital as direct staff.

- Advised Executives, Clinical Nurse Managers and clients on employee coaching opportunities and implemented Performance Improvement Plans to meet client performance objectives.
- Performed onboarding seminars for new hires: I-9 verifications, health insurance benefits enrollment, policy education.
- Conducted a 4-course lecture series to incoming new hires on topics such as social styles, cross-cultural awareness, effective communication and HR employee support services.
- Supported HR objectives, coach on work performance goals, lifestyle wellness and implemented facility-wide, state, and federal policies.
- Administered FMLA, LOA, worker's compensation claims liaising with affiliate partners.
- Reconciled and audited bi-weekly payroll utilizing payroll software, Kronos, for all active nurses on assignment.

**1/2015 – 2/2019****Icicle Seafoods, Seattle, WA****HR Generalist**

- Acted in high-visible role interfacing with international and corporate candidates to maintain a 2,300 workforce in Washington and Alaska locations.
- Proactively built a candidate pipeline for 5 remote aquaculture sites throughout WA.
- Screened applicants, conducted interviews, reference checked and initiated onboarding through to completion of new hire orientations.
- Tracked/ Managed candidate cycle in iCIMS and UltiPro. Partnered with the HR Director on policy implementation and communication, employee grievances, investigations.
- Assisted Workers Compensation Claims Director on management of claims and insurance adjuster correspondence.
- Supported bi-weekly payroll administration in auditing timecards.

**4/2010 – 10/2013****Jobar International, Carson, CA****Account Manager / Sales**

- Negotiated B2B sales contracts from receipt of RFQ to closing deals up to half a million.
- Ensured maximum profits while minimizing costs through negotiations with overseas suppliers.
- Exercised assertive and adaptive communication styles as daily correspondence involved sourcing materials with suppliers in China, joint efforts with our international counterparts in Hong Kong and Europe to transmit critical information back to our national accounts.
- Informed key decision makers and buyers about products through attendance of trade shows, client sales visits and building successful relationships.

**Resume: Patrick Callahan, Vice President of Government Solutions****SUMMARY**

Highly motivated and detail oriented professional with a background of expertise and accomplishments in facets of technical recruiting, customer relationship management, professional services, and business administration.

## **PROFESSIONAL EXPERIENCE**

**2/2021 – Present**

**ISGF Government Solutions, Orlando, FL**

**Vice President of Government Solutions**

- Oversees and supports ISGF's government healthcare service contracts
- Performs execution, development, delivery, quality control and evaluation of all division program related efforts
- Responsible for Business Development and Business Capture for government service offerings in Information Technology, Healthcare, Engineering, Professional Services
- Responsible for division financial performance and capability development
- Responsible for division Operations
- Serves as Facility Security Officer for organization providing oversight for Facility Clearance and Insider Threat Awareness compliance

**5/2007 – 2/2021**

**SimSTAFF Technical Services / STS Federal, Orlando, FL**

**Director of Programs / Deputy Director of Operations**

Oversaw and supported STS Federal's government professional service contracts - USAF AFMS, DHA MQS, and all other government and commercial contracts.

- Responsible for execution, development, delivery, quality control and evaluation of all company program related efforts.
- Primary focus was government technical solutions and government professional services, overseeing all recruitment efforts.
- Supported company pivot to traditional government contracting.

**Director of Operations / General Manager 3/2010– 11/2018**

- Supervised and supported all operational elements and facets of a certified veteran owned small business engaged in staffing activities in support of modeling, simulation, and training industry.
- Possessed full P&L and fiduciary responsibility
- Managed all facility activities and issues
- Directed recruiting and sales staff
- Provided all corporal planning and forecasting

**Director of Recruiting/Business Development 5/2007 – 3/2010**

- Directed all activities associated with daily recruiting in support of staffing in the modeling, simulation, and training industry.
- Researched and analyzed recruiting tools, strategies, and processes.
- Conducted daily meetings with senior management team to prioritize and tactically conduct recruiting and direct recruiting team.
- Drove local and national business development within the modeling, simulation, and training industry.
- Tasked with parlaying success in Orlando market into Huntsville, AL, and other centers of industry nationally.

- Responsible for contributing to company marketing and branding nationally.
- Responsible for developing training mechanisms and systems for continuous education of recruiting and sales team.

#### Facility Security Officer

- Oversaw company wide Security Management Office for adherence/compliance to National Industrial Security Program
- Primary JPAS administrator
- Managed all daily workings associated with Top Secret level facility clearance

#### Contracts Manager

- Responsible for all legal agreement adherence and content
- Personally authored/reviewed all legal commitments SimSTAFF entered with all clients, vendors, and personnel.
- Proposals
- Intimately involved in all proposal efforts on both the staffing and government services efforts
- Principal contributor to successful proposal for ARCENT/CENTCOM five-year support contract.
- Director of Technology
- Tasked with managing company technology assets and maintaining cutting edge tools for internal personnel
- Supervised all vendor relationships regarding information technology relationships
- Accounts Receivable
- Oversaw all accounting/invoicing efforts
- Manage an accounting team of two individuals performing accounts receivable activities

**4/1998 – 5/2007**

#### **Elite Technical Services, Inc. , Oviedo, FL (Consecutive and Concurrent Capacities)**

##### **Recruiting Manager**

- Prioritized daily recruiting activity by allocating recruiting resources based upon subjective analysis of requirement fill potential.
- Oversaw every candidate submission to each client opening, verifying fit, both technically and regarding candidate's interest in the position.
- Locked down every candidate when representing them to clients.
- Managed team of six recruiters (mentoring, training, and supervising).
- Conducted all hiring activities regarding staffing internally.
- Conducted quarterly evaluations of recruiting team, providing constructive criticisms, positive feedback, and career guidance.
- Meet with other senior management team members (operational and sales oriented) to concert efforts toward our common goal; represent recruiting side of business processes.

##### Office Manager

- Managed a sales and recruiting branch currently generating \$210,610.00 in weekly sales revenue.

- Oversaw all processes within office, internal and external personnel, payroll, timekeeping and reporting, contract negotiations, marketing, and process improvement.
- Required to maintain an active secret clearance, granted by DSS, and have supported FSO in our corporate office, acting as Jr. FSO when needed.

#### Sales Engineer

- Supported Vice President of Business Development and two Account Managers' sales efforts by providing technical guidance regarding requirement development and client interaction.
- In this position: engaged clients and assist and aid in developing a detailed requirement (hard and soft skills); engaged hiring managers in an effort to dig deeper and ascertain exactly what they are seeking in an ideal candidate; conveyed findings from conversations with decision makers on the client side to our recruiting team in an effort to isolate the ideal candidate and surgically recruit; verified every resume/candidate is a match, based upon client conversations, before representation to clients.
- Due to our two pronged attack (account representation and technical dialogue) we provided accurate submissions the first time, based upon our client input into our recruiting efforts in the form of dialogue and input, thus saving them time and money. \*It is this consultative approach that enables our highly efficient, effective, and successful recruiting/staffing efforts, garnering us preferred vendor status with many of our clients.
- Conducted ongoing technical education sessions with recruiting team to create a staff knowledgeable of our clients needs technically and competent to engage candidates in technical dialogue topically.
- Generated objective data representing a candidate's qualifications in respect to those set forth in conversations with our clients regarding their needs.
- Engaged clients in discussions regarding candidate relevancy in comparison to their sought skill sets (both hard and soft) and personal qualifications.
- Accompanied Account Managers on client site visits nationally.

#### Senior Technical Recruiter

- Sourced candidates for core engineering (as well as accompanying technical disciplines) openings, both contract and direct, in the Aerospace and Defense, and commercial engineering sectors.
- Engaged candidates through networking, headhunting into competitors, internal databases, and outside job boards.
- Developed and maintained long term relationships leading to repeat contract assignments, sales leads and candidate driven requests for agency representation.
- Maintained access to thousands of candidates, through referral and maintenance of existing archive candidates and resumes.
- Conducted recruiting under the philosophy of headhunting (networking and unearthing passive candidates).
- Attended trade shows and expositions to develop candidate pool and market my agency.

#### **EDUCATION**

University of Central Florida, Bachelor of Arts, 2002  
Active Top-Secret Security Clearance

**Resume: Sherri Scott, Sr. Vice President of Government Solutions****SUMMARY**

11. Over 29 years managing Government contracts - overseeing healthcare, environmental science and research, I.T., and professional and technical support services contracts as well as performing business development, marketing, and proposal development. Experience includes providing technical and administrative support to develop winning technical, management, and pricing proposals for single and multiple award IDIQ staffing and service procurements for DoD and DHS customers.
- Managed over 20 DoD staffing contracts simultaneously encompassing over 1200 employees at 70+ locations throughout the United States, Puerto Rico and Europe.
  - Successful development of a new business line for OCONUS operations.
  - Develop customer relationships and capture new business – overseeing target selection, bid strategies, pricing, teaming, and proposal strategies.
  - Participate in performance auditing, developing plans and budgets, using knowledge of all aspects of business operations, the Service Contract Act and FAR.
  - Excellent analytical/decision-making skills, and effective written/oral/presentation skills.

**PROFESSIONAL EXPERIENCE****2/2018 – Present****ISGF Government Services, Orlando, FL (acquired Specialty Government Services)****Sr. Vice President (2/2021 to Present) Vice President (2/2018 to 3/2021)**

- Identifies, qualifies, and secures business opportunities; develops customized targets and win strategies.
- Builds business relationships with current and potential customers in the areas of healthcare, I.T., Engineering, Accounting & Finance, Administrative, and Professional and Technical services.
- Oversees the business development strategy as prime, sub, or formation of partnerships
- Regularly engages customers to understand needs, and offers solutions and support.
- Responds to customer requests for proposals (RFPs), Sources Sought Notices and Task Order Proposal Requests (TOPRs).
- Provides technical and administrative support to develop winning technical, management, and pricing proposals.
- Works closely with leadership teams of prime contractors to ensure responsiveness, strategize for additional opportunities, ensure contract compliance as well as the needs of the customers are being met, and handle any issues/concerns.
- Presents and delivers informative presentations to potential customers at meetings, industry exhibits, trade shows, and conferences.
- Maintains a pipeline of potential opportunities.
- Travels to customer sites to meet with customers to promote company services.
- Provides support to Program Manager to assist in successful operations on each contract, as well as building strong customer relationships.

- Provides coaching and training to company personnel on operation and business development process and procedures.
- Acts as the company's liaison with government agencies and offices. Responsible for building a capture strategy for specific targets within customer acquisition strategies and leading a capture team.

**9/2016 – 1/2018**

**Ke'aki Technologies, Orlando, FL**

**Vice President of Business Development**

- Provided Business Development support for the Alaka'ina FOC's in the areas of medical, biomedical, I.T., base operations support, administrative, and professional and technical support.
- Collaborated with the leadership team to secure, retain, and identify business development opportunities with existing and new customers.
- Oversaw all aspects of the business development strategy as prime, sub, or formation of partnerships.
- Oversaw the business development team inclusive of business development manager, capture managers, writers, graphics designers, editors, and pricing specialists.
- Responded to customer requests for proposals (RFPs) and other business informational responses such as Sources Sought.
- Identified consultants to assist in proposal efforts and oversee proposal preparation.

**7/2010 – 8/2016**

**Luke & Associates, Rockledge, FL**

**Vice President of Government Services**

- Oversaw the operation and management of Government contracts (primarily Army, Navy, Air Force, VA - with task order awards totaling \$485M) that required the company to recruit, hire, manage and retain highly qualified personnel to support diverse requirements at multiple, geographically dispersed locations.
- Ensured successful recruitment, placement, and management of over 1,200 medical professionals (physicians, nurses and ancillary) at 70+ locations.
- Developed and implemented a successful program to expand services overseas.
- Worked with Program Managers to provide the support needed to ensure successful operations on each contract, as well as building strong customer relationships.
- Provided technical and administrative support to develop winning technical, management, and pricing proposals for single and multiple award IDIQ professional staffing contracts and task order proposal request responses.

**12/2008 – 6/2010**

**ASRC Management Services, Greenbelt, MD**

**Business Development Director**

- Developed and maintained customer relationships in government markets, with a primary responsibility identifying and developing opportunities for business expansion in

Environmental Science and Research, Data and Records Management, Program Management, I.T. Support Services, and GSA schedule contracts business lines.

- Responsible for identifying targets and for the capture management of identified targets.
- As the account lead for a specific customer or line of business, developed business plans and strategies and proposed short- and long-term business plans.
- Acted as the company's liaison with government agencies and offices within an identified market. Responsible for building a capture strategy for specific targets within customer acquisition strategies and leading a capture team.
- Worked with NASA, FAA, GSA, Department of Commerce (NOAA and US Patent and Trademark Office), Department of Energy, Department of Interior (US Geological Survey and US Fish and Wildlife), U.S. Army and Air Force, and US Department of Labor.

**2/2001 – 12/2008**

**Johnson Controls/IAP World Services, Cape Canaveral, FL**

**Director of Operations (2005-2008)**

- Responsible for business development and capture, operations oversight, and profit/loss accountability for projects under IAP's Professional and Technical Services business segment as well as filled the role of Deputy to the Vice President.
- Provided assistance, advice and recommendations for efficiencies within the management and organization of the projects, including developing budgets to ensure profitability
- Directed, coordinated, and administered these contracts, and supported new business growth activities. Applied corporate policies that encompassed such areas as personnel, company operations, budgeting, financial performance, and company expansion.
- Participated in strategic planning and applied operating objectives and policies.
- Developed a sound short- and long-range plan for areas of responsibility assuring that profit and year-end goals are attained.
- Utilized effective communications to facilitate flow of information to/from the field.
- Participated in the recruitment of key staff positions.
- Responsible for the capture management of project re-bids.
- Oversaw and developed technical write ups and well as contract pricing.
- Evaluated each project in the business segment to ensure goals and objectives were being met; took appropriate corrective actions when not.
- Worked closely with customers to ensure contract compliance as well as a high level of customer satisfaction.

**Program Manager (2003 to 2007)**

- Performed comprehensive management of government contracts for professional science and research, management, and technical support services contract that included highly specialized scientist and research professionals. Also developed and captured new business in this arena.
- Provided management direction for a fluctuating workforce that ranged from 60 to over 150 professional and service employees.
- Prepared task bids, allocated resources to accomplish tasks, hiring employees, budgeting, and ensured all tasks were completed on schedule/within budget.
- Supported science centers in FL, WV, MI, WI, MD, Maine, WA, AZ, OR, and CA.

- Oversaw GSA schedules which included Facilities Maintenance and Management (03FAC), Environmental Advisory Services (EAS) and Information and Technology Professional Services (IT) schedules. Extensive knowledge of the SCA.

## EDUCATION

B.A., Auburn University, 1990

IAP Worldwide Services Project Management Training 2008

Johnson Controls Certified Project Manager, 2003

National Minority Supplier Development Council (NMSDC), Florida - President, Space Coast Chapter (2000 – 2001)

*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.*

Below describes the skill sets each staff member will provide, all of whom are currently employed with ISGF. Memberships in professional organizations (credentials and certifications) relevant to the performance of this contract are shown above.

Staff Name	Staff Skill Set and Role
<b>Ed Sanchez</b>	Staffing and Recruiting / Account Manager
<b>Craig Hicks</b>	Staffing and Recruiting
<b>Jacob Farber</b>	Staffing and Recruiting
<b>Brett Shambach</b>	Staffing and Recruiting
<b>Erika Maeda</b>	Human Resources
<b>Patrick Callahan</b>	Program Manager
<b>Sherri Scott</b>	Contract Oversight and Execution

Following describes each personnel's staffing role on past staff augmentation contracts.

<b>Ed Sanchez</b>
Ed Sanchez started his career in Recruiting in 2000 after completing his MBA in International Finance. In his first position with TechStar, Ed was a Recruiting Manager staffing IT roles for major banking institutions including Wells Fargo, Bank of America, and US Bank. He moved into the National Recruiting Trainer and then onto Sr. Accounts Manager before accepting an internal IT recruiting manager position with Accenture. For 12 years at Accenture he managed a team of 7 recruiters supporting the VA contracts for Digital Government Division.
Moving to Florida in 2018, Ed joined ISGF as a recruiting manager on the IT Direct Hire Division and shortly thereafter accepted the Division Director role within the VMS/Contract Division. He heads the recruiting efforts for all non-healthcare contract positions within ISGF.
<b>Craig Hicks</b>
Mr. Hicks began his recruitment of IT and Engineering personnel in 1996. His primary focus was staffing within the Commercial and DOD industries and has been successful in both

recruiting and mentoring Jr. recruiters. Mr. Hicks has consistently been the top recruiter at each of his three companies; Elite Technical Services, Sim STAFF (STS) and more recently at ISGF. Mr. Hicks' area of expertise has been recruitment, account management, professional networking, customer support and service, and management. He has worked on over 50+ disciplines within IT and Engineering from Cyber Security, System Administrators, SW Development, Simulation, EEs, MEs, etc., as well as administrative and technical services positions.

#### Jacob Farber

Mr. Farber has been with ISGF since 2012, where he began his career. Over the past 9 years, Mr. Farber has been awarded multiple awards at ISGF including Multi-Million Dollar Producer, Top Contract Biller, President's Club recipient. He is also a Certified Scrum Master, and career-focused Recruiting Manager that has gained significant experience in confidential search and direct search (headhunting). Industry expertise includes Government (federal and city) eCommerce, Startups, FinTech, Professional Services, Insurance, and Marketing and Advertising. Areas of expertise includes Engineering (.Net Core / Java SpringBoot), Application Architecture, DevOps, Business Analysis, Project / Portfolio Management, Cloud Services (Azure / AWS).

#### Brett Shambach

Mr. Shambach is a Division Director and has over 7 years of experience as a Technical Recruiter since joining ISGF in 2014. He has spent that entire time on the direct-hire recruitment team focusing on IT roles including software engineering, infrastructure, cloud services, and ERP (functional and technical) across a variety of industries. Brett has won multiple awards during his time with ISGF including Rookie of the Year and President's Club for 4 consecutive years. He is also an active member of SHRM.

#### Erika Maeda

Ms. Maeda has 7 years of HR experience, practicing in multi-states and diverse industries such as staffing/recruitment, healthcare and seafood processing. She is well-versed in working with a diverse workforce and is a key-player in executing business' policies, state and federal regulations. Ms. Maeda has knowledge and experience in working with both government and commercial clients.

#### Patrick Callahan

Mr. Callahan began his career in recruitment and staffing in 1998 as a Technical Recruiter working commercial and Department of Defense large scale staffing efforts. He has held roles as Sr. Technical Recruiter, Recruiting Manager, Sales Consultant, Account Manager and Sales Engineer, all focused on the successful delivering of technical staffing solutions and services.

In 2007 Mr. Callahan became the Director of Recruiting for a firm whose services centered on technology positions for the military training and simulation arena. During this time positions worked and supported were primarily systems and network security (Information Assurance and Cyber Security) for distributed military training simulations. In 2009 Mr. Callahan became the Director of Operations with overall organization responsibility. Execution of staffing services offered, and company performance were his primary job duties. A Director of Programs role

followed with Mr. Callahan overseeing a services contract with 350 employees providing services to the Defense Health Agency. Mr. Callahan's responsibilities were program execution and delivery of services.

In 2021 he joined ISGF with the objective to further the company's government related offerings. Throughout his 23 years in staffing, Mr. Callahan's primary area of focus has been on providing and delivering technical staffing solutions to commercial and government customers.

#### **Sherri Scott**

Ms. Scott has over 29 years of experience managing I.T., healthcare, science and research, as well as professional and technical support contracts for Government customers.

While employed at Ke'aki Technologies, Ms. Scott was responsible for management and support of the Alaka'ina Family of Companies (FOCs) in the areas of I.T., medical, and professional and technical support. Ms. Scott also led the full effort for the companies I.T. and Professional services lines of business encompassing new business, as well as recruitment and placement of professionals. Ms. Scott managed the following company contracts:

1. GSA I.T. Schedule 70, an IT procurement vehicle that offers a comprehensive array of state-of-the-art IT products, services, and solutions.
2. Chief Information Officer-Solutions and Partners 3 (CIO-SP3), a Government-Wide Acquisition Contract (GWAC) intended to provide information technology solutions and services
3. GSA STARS I.T., a small business set-aside GWAC that provides flexible access to customized IT solutions from a large, diverse pool of 8(a) industry partners.

While employed with Johnson Controls and IAP Worldwide Services, Ms. Scott managed their GSA I.T. Schedule 70 and BPA with the U.S. Geological Survey for support services for which Ms. Scott recruited, placed, and managed all personnel. She also managed multiple Professional and Technical support contracts for government agencies.

### **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?*

Over our 30 years of business, we have successfully provided services in non-management, technical and management categories. Our success lies in our ability to identify the candidate with the right experience that is also the right fit. Identification of candidates for our customers starts with a thorough understanding of the needs of our customers. Our recruiters are trained in our customers' business and technology objectives and requirements. By possessing that understanding we can match both hard technical skills with soft business culture and company specific personalities. Our technical recruiters undergo extensive and continuous training on current and emerging technologies so they both communicate technically with our candidates and

accurately evaluate those candidates' skill sets. Our recruiters are highly trained in the specialized skills of interviewing candidates for a multitude of benefits; primarily evaluating the accuracy of a candidate's background and expertise to that represented on their resume. Additionally, we conduct extensive reference calls with previous supervisors and peers to corroborate employment dates, position titles, responsibilities, job duties and technologies utilized in a professional setting. As available, we further vet the skills of our technical candidates by conducting technology skills tests and thorough verification of professional certifications and credentials. When necessary, we may call upon our vast pool of subject matter experts to "Tech Check" the candidate on more in-depth technical skills.

Having been in business for 30 years, we have a unique advantage in that many of our candidates are tried and tested on previous assignments. There is no better way of knowing the skills of our technical candidates than having firsthand work experience and knowledge of their performance for our customers.

Our vast database of potential candidates within our Applicant Tracking System, along with our profile tracking tool, knowledge-based recruiting practices, experienced and knowledgeable recruiters, and our offices close proximity to the UCF campus, all contribute to the success of delivering services to UCF in a timely manner.

<i>2. Describe how urgent requests are handled.</i>
---

ISGF has invested heavily in people, processes, and tools to successfully maintain the correct pool of candidates to successfully respond to our customers' staffing needs, quickly and efficiently. Our people are our most prized asset. Through critical and diligent hiring practices for internal recruiting staff and rigorous constant training to develop knowledge-based recruiting practices, we ensure that our recruiters are equipped properly and tuned to the specifications that our customers utilize. With an ever-vigilant eye on expanding our proprietary database, our recruiters proactively maintain outreach efforts to potential candidates that we believe would be of interest to our customers. This conduit of candidates specifically selected to match our customers' needs gives us a proprietary and organically developed internal talent pool from which to recruit handpicked technical professionals as the needs materialize. That database currently contains over 400,000 candidates. We can quickly call or text applicants to fill urgent requests.

In addition to our proactive recruiting efforts and our internally developed proprietary database, we leverage technology and social media to attract a robust influx of candidates to our recruiting pipeline. ISGF utilizes numerous mainstream and industry specific job posting sites, forums, user groups and blogs to project our hiring opportunities to the largest possible audience. We also conduct e-marketing campaigns, attend networking events and job fairs, as well as utilize our established network of candidates and existing employees for potential referrals. ISGF maintains a Referral Bonus Program in place that offers a generous incentive for every person an employee refers that starts a new role through the services of ISGF. We believe that top talent – knows top talent – and our referral program allows us to identify highly qualified passive candidates not normally found elsewhere.

We further utilize resume and resume posting services to identify candidates that are advertising their interest in hearing about opportunities. These passive candidates are again selected based on their skills matching those sought by our customers. In concert with the proactive sourcing of these candidates, we employ automated search agents that identify candidates matching our criteria as soon as they express an interest in considering employment opportunities. This practice further increases the candidates that are pre-vetted for skill set applicability from which to commence our recruiting efforts quickly.

We believe that through our use of knowledge based recruiters that are honed in on our customers' needs, our proprietary database of candidates that has been developed over our 30 years in business and through the use of technology in the form of marketing our positions through social media and industry specific mediums, coupled with the use of candidate identification automations that are constantly on the watch for candidates of interest, we maintain large pools of tailor picked candidates that we can rapidly draw upon for our customers when urgent needs arise.

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

Although professional reference checks are always performed, we also always conduct a more comprehensive background check. Background checks are not ordered until a written signed authorization form is received from the candidate. Once received, background checks performed include, but are not limited to, personal references; prior employment, education, and license/certification verifications; drug testing, and criminal and financial background checks inclusive of National Sex Offenders Registry, federal criminal database, national criminal history records, and a statewide criminal history background check through the Florida Dept. of Law Enforcement and Driver's License records.

Through our work with Federal, State and DoD agencies, ISGF has extensive experience with compliance of security requirements. All employees will be made aware that completion of security documents, as well as a favorable outcome, are conditions of employment.

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

Our service starts with understanding what our client is looking for in each role for which we are engaged. ISGF's Applicant Tracking system (ATS) allows us to track and manage the delivery-related processes required to successfully ensure satisfaction of all contract staffing requirement by evaluating each candidates' skills and experience, work history, and adaptability to ensure they meets our standards and will be successful in the UCF environment. For each awarded position, ISGF creates a corresponding requisition in the ATS to capture all data related to the position including position title, qualifications, job requirements, number of positions, location, and similar information to create jobs relevant to each requirement that include all information to ensure all candidates submitted meet or exceed the performance standards. The secure document storage capabilities offered through the ATS enables ISGF to upload contract/task order specific documents directly into the system. An in-depth review of the performance standards is conducted to ensure the recruiter is abreast of all requirements and qualifications needed to successfully

recruit the best candidate for the staff augmentation service requested. The Recruiter, Account Manager and Division Director complete a screening questionnaire for each position during an intake and recruiting strategy meeting. That questionnaire is used during the review of resumes and also during the interview process to guarantee a thorough screening is conducted for candidates that address all of the requirements. We then follow a 3-step interview process – the first interview is with the Recruiter; the 2<sup>nd</sup> interview is with the Account Manager; and the 3<sup>rd</sup> interview is with the Division Director. During the interview/screening process, the Recruiter/Accounting Manager/Division Director discusses each position the candidate held. The candidate is asked to further elaborate on the duties, responsibilities and skills utilized for each position. If needed, we utilize the assistance of a SME to further screen technical areas of expertise. These screenings are made possible by our extensive network of experts and subject matter experts that we can call upon from our 30 years of industry experience and history. Key skills, both hard and soft, are identified, explored, and vetted.

Each candidate is scrutinized for no less than six match points. The first is during the initial qualification by the recruiter. The candidate is preliminarily assessed for technical fit and compatibility with the customer. The second is a culture match wherein the candidate is evaluated to get an understanding of their core competencies and to confirm that they can succeed within our customer's culture. A technical match is then conducted utilizing the questionnaire and subsequent interviews detailed previously. The fourth matching is that of records. This is where reference checks, background screening, drug testing, and financial checks (as required) are conducted. The final match is an evaluation of the candidate overall fit by the recruiter, Account Manager and Division Director. If a consensus that the candidate meets or exceeds all criteria is not achieved the candidate does not progress forward to customer representation or assignment. Our recruiters focus on placing candidates against positions until they are filled.

Once ISGF is provided with the requirements for a position, our recruiters begin by inputting the skills and requirements for the position into our highly sophisticated Applicant Tracking System (ATS) which has the ability to match skills against our vast talent pool of candidates. At this time artificial intelligence capabilities within our ATS and proprietary database will seek to match the skills required in the position requirements with applicable candidates among the 400,000+ talent pool of candidates in the system. Through this software matching automation and their own sourcing efforts, recruiters then begin to assemble a pipeline of candidates that meet the qualifications and performance standards, with a match to the skills set presented for the role.

The staff augmentation services specific training provided to our recruiters enables them to (1) qualify candidates against specified contractual standards for education and experience, (2) describe and discuss in detail the activities and timeline associated with the hiring process, and (3) assist the candidate in understanding the workplace standards. Relevant contract requirements and performance deliverables are highlighted in each job description and reiterated throughout the screening and hiring process, as collectively defined at position intake. We also gather information from the customer to help us in finding the right match for their environment and culture, in addition to their technical needs. We stay in close contact with the customer throughout the process to ensure we respond quickly to any changes. Our recruiters are equipped with the contract-specific information they need to ensure that each candidate selected is the best possible fit for a particular

position. We pride ourselves on providing the right mixture of talent, experience, and industry knowledge.

During the initial qualifying interview, the ISGF recruiter makes a preliminary assessment about the technical fit and compatibility between the client/project and candidate. The Recruiter captures notes from the interview on the screening questionnaire. Notes will be taken corresponding with questions asked during the interview inclusive of the candidate's availability, location, salary, and interest in the position. The Recruiter then reviews the resume again, along with associated notes about the candidate, to objectively determine whether the candidate meets the position qualifications and demonstrates the right type of profile, which we use to identify the most successful candidates. Next, a discovery session is conducted to understand the individual competencies that can influence the ability of the candidate to succeed within the client's unique culture. Factors considered include personality, behavior, interpersonal, and other soft skills. An in-depth interview and evaluation is then conducted, including a skills assessment with an Account Manager. If necessary, we will require the candidate to take a formal skills assessment test. ISGF also conducts reference checks by requesting a minimum of 2 references from the candidate, from their two most recent supervisors.

<p>5. <i>What is your company's fill percentage and lead time to get an employee ready to work?</i></p>
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ISGF's overall fill rate is 90%. Our average lead time to get an employee ready for work varies by requirement, specific skills requested, availability of candidate, responsiveness from UCF end user, and potential start date. Our typical time to fill for clerical/non-management is 1-3 days, Technical is 5-7 days, and Management is 5-10 days.

<b>SUBMIT OFFER TO:</b> <b>Via Bonfire Web Portal</b> <b>UNIVERSITY OF CENTRAL FLORIDA</b> Phone: (407) 823-2661 <a href="http://www.procurement.ucf.edu">www.procurement.ucf.edu</a> <a href="https://ucfprocurement.bonfirehub.com/opportunities/49428">https://ucfprocurement.bonfirehub.com/opportunities/49428</a>  Your submission must be uploaded, submitted, and finalized prior to the closing time on <b>January 13, 2022 @ 2:00pm</b> . 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 <b>Appendix 4</b> for submittal instructions.		<b>University of Central Florida</b>  <b>INVITATION TO NEGOTIATE</b>  <b>Contractual Services</b>  <b>Acknowledgement Form</b>	
Page 1 of 38 Pages	OFFERS WILL BE OPENED <b>January 13, 2022 @ 2:00pm EST</b>		ITN NO. <b>ITN2021-03</b>
and may not be withdrawn within <b>120</b> days after such date and time.			
UNIVERSITY ADVERTISING DATE: <b>November 17, 2021</b>	ITN TITLE: <b>Temporary Labor Services</b>		
FEDERAL EMPLOYER IDENTIFICATION NUMBER 59-3384975			
SUPPLIER NAME Innovative Systems Group of Florida (ISGF)		REASON FOR NO OFFER:	
SUPPLIER MAILING ADDRESS 111 N. Magnolia Ave., Suite 1000			
CITY - STATE - ZIP CODE Orlando, FL 32801			
AREA CODE <b>(407)</b>	TELEPHONE NUMBER <b>481-9580</b>	<b>POSTING OF PROPOSAL TABULATIONS</b> 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.	
<b>(407)</b>	FAX: <b>481-9588</b>		
	EMAIL: <b>tbryan@isgf.com</b>		

### Government Classifications

Check all that apply

- |  |  |
|--|--|
| <input type="checkbox"/> African American                  | <input type="checkbox"/> American Woman                  |
| <input checked="" 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 checked="" type="checkbox"/> Small Business Federal | <input checked="" type="checkbox"/> Small Business State |

*I certify that this offer is made without prior understanding, agreement, or connection with any corporation, firm or person submitting an offer for the same materials, supplies, or equipment and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this offer and certify that I am authorized to sign this offer for the Supplier and that the Supplier is in compliance with all requirements of the Invitation To Negotiate, including but not limited to, certification requirements. In submitting an offer to an agency for the State of Florida, the Supplier offers and agrees that if the offer is accepted, the Supplier will convey, sell, assign or transfer to the State of Florida all rights, title and interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by the state of Florida. At the State's discretion, such assignment shall be made and become effective at the time the procurement agency tenders final payment to the Supplier.*

### GENERAL CONDITIONS

**1. SEALED OFFERS:** All offer sheets and this form must be executed and submitted as specified in Section 2.6. Offer prices not submitted on any attached price sheets when required shall be rejected. All offers are subject to the terms and conditions specified herein. Those which do not comply with these terms and conditions are either automatically rejected with respect to non-compliance with non-negotiable terms and conditions or may be rejected, at UCF's sole discretion, with respect to any other terms and conditions.

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

**3. NO OFFER SUBMITTED:** If not submitting an offer, respond by returning only this offer acknowledgment form, marking it "NO OFFER," and explaining the reason in the space provided above. Failure to respond

without justification may be cause for removal of the company's name from the solicitation mailing list. NOTE: To qualify as a respondent, the Supplier must submit a "NO OFFER," and it must be received no later than the stated offer opening date and hour.

  
**AUTHORIZED SIGNATURE (MANUAL)**

Thomas Bryan, Chief Executive Officer  
**AUTHORIZED SIGNATURE (TYPED), TITLE**

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

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

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

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

Suppliers shall submit properly certified original invoices to:

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

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

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

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

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

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



**UNIVERSITY OF CENTRAL FLORIDA**

**INVITATION TO NEGOTIATE (ITN) NUMBER 2021-03TCSA**

**FOR**

**Temporary Labor Services**

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## **1.0 INTRODUCTION**

### **1.1 Statement of Objective**

The objective of this Invitation to Negotiate (ITN) is to enable the University of Central Florida (UCF) to enter into an agreement with several service providers to provide temporary labor services in numerous categories including, but not limited to, administrative, accounting, training, support staff, information technology, professionals, light industrial, technical, skilled trades, and general maintenance. This ITN does not seek hourly pricing from proposers; however, each proposer must respond with their capabilities to meet the objectives of this ITN which includes reaching agreements on terms and conditions.

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

### **1.2 Contract Award**

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

- A. UCF may reject any or all offers if such action is in UCF's best interest.
- B. UCF reserves the right and sole discretion to reject any offer at any time on grounds that include, but are not limited to, the Respondent's offer being found to be nonresponsive, incomplete, or irregular in any way, or when the Respondent's offer is not in UCF's best interest.
- C. UCF may waive informalities and minor irregularities in offers received.
- D. UCF reserves the right to award a contract without negotiations. Therefore, the Respondent's initial offer should contain the best terms from a cost or price and technical standpoint.
- E. UCF reserves the right to conduct negotiations with the proposer(s) whose offer may be deemed in the best interest of the university.
- F. UCF reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit cost or prices offered, unless the respondent specifies otherwise in the offer.
- G. UCF reserves the right to make multiple awards if, after considering the additional administrative costs, it is in UCF's best interest to do so.
- H. UCF is not obligated to make an award under or as a result of this solicitation.

### **1.3 UCF Environment**

The University of Central Florida is a comprehensive coeducational institution offering undergraduate, graduate, medical, and international programs, and is part of the State University System of Florida.

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

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

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

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

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

Additional information available at [http://www.ucf.edu/about\\_ucf](http://www.ucf.edu/about_ucf)

## **2.0 GENERAL CONDITIONS**

### **2.1 Authorized UCF Representative/Public Notices/UCF Discretion**

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

**Trinh Nguyen**  
**Procurement Services Department**  
**12424 Research Parkway, Suite 300**  
**Orlando, FL 32816-0975**  
**trinh.nguyen@ucf.edu**  
**Phone: 407-823-2661**  
**Fax: 407-823-5551**

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

### **2.2 Approximate Calendar of Events**

Listed below are the dates and times by which stated actions should be taken or completed. If

UCF determines, in its sole discretion, that it is necessary to change any of these dates and times, it may issue an Addendum to this ITN. All listed times are local time in Orlando, Florida.

Date/Time	Action
11/17/2021	Invitation To Negotiate advertised
12/08/2021	Last day to submit communications and/or inquiries in writing only; preferably by email to <a href="mailto:trinh.nguyen@ucf.edu">trinh.nguyen@ucf.edu</a> (buyer)
12/15/2021	Responses to inquiries and Addenda
01/13/2022	Deadline for Offer submission at 2:00 p.m. (ITN opening)

## 2.3 Respondent Communications and/or Inquiries

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

Appendix I, will always stay as they are, and any requested changes to such clauses may automatically be rejected. UCF shall issue an Addendum reflecting the acceptable changes to this ITN, if any, which shall be sent to all known Respondents as specified in Section 2.1.

- E. Any communications, questions and/or inquiries from the Respondent concerning this ITN in any way are to be submitted in writing to the individual identified in Section 2.1 not later than **December 8, 2021 at 2:00 p.m.** Eastern Standard Time as set forth in the Calendar of Events. Written inquiries are to be legible and concise and are to clearly identify the Respondent who is submitting the inquiry. Questions directed to or any responses received from any other department, person, agent, or representative of the university will not be considered valid or binding.

## **2.4 Respondent Conference and Site Visit**

N/A

## **2.5 Written Addenda**

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

## **2.6 Offer Due/Proposal Opening Date**

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

## **2.7 Section Not Used**

## **2.8 Evaluation Criteria and Selection Process**

- A. UCF reserves the right to conduct negotiations if the decision maker (UCF Board of Trustees, Vice President/Dean or his/her written designee(s)) with the advice and consent of Procurement Services determines negotiations to be in the best interest of the university. Any portion of a meeting at which a negotiation with a Supplier is conducted pursuant to a competitive solicitation is exempt from s. 286.011 and s. 24(b), Art. I of the State Constitution. Discussions with Suppliers after receipt of an offer do not constitute a rejection, counteroffer or acceptance by UCF.
- B. UCF reserves the right to conduct negotiations with the proposer(s) whose offer(s) may represent the best interest of the university. The following is a short overview of some of the decision maker's responsibilities during the solicitation and award process:

1. Establish a group of evaluators tailored for the particular acquisition that includes appropriate expertise to ensure a comprehensive evaluation of offers. The evaluators will review all responsive offers;
  2. Develop the acquisition plan (strategy to award with or without negotiations) after review of offers;
  3. Ensure consistency among the solicitation requirements, notices to proposers, offer preparation instructions, evaluation criteria, solicitation provisions or contract clauses, and data requirements;
  4. Ensure that offers are evaluated based solely on the evaluation criteria contained in the solicitation;
  5. Consider the recommendations of the evaluators or other boards (if any);
  6. Select the proposer(s) whose offer(s) are the best value to the university;
  7. Select a negotiation team (only if award is not made outright). This can be the evaluators or any other individual(s) the decision maker deems necessary for the acquisition. The negotiation team will negotiate with those proposer(s) determined by the decision maker to have submitted a proposal that may be beneficial to the university.
- C. All offers shall be initially evaluated based on weighted criteria set forth in the table below by the group of evaluators. The group of evaluators shall consist of three (3) or more individuals who have expertise regarding, or some experience with, the subject matter of the ITN or, if none, then individuals who could be characterized as recipients, beneficiaries, or users of the ITN's subject matter. The Vice President/Dean or his/her written designee(s) will appoint the evaluators. Evaluators, at the discretion of the Vice President/Dean or his/her written designee(s), shall have the option to meet as a group any time during formulation of the specifications and solicitation stage to discuss and correct any concerns and ambiguities of the solicitation and specifications. After offer opening, each evaluator shall function independently of all other persons including, without limitations, the other evaluators, and, throughout the entire evaluation process, each evaluator is strictly prohibited from meeting with or otherwise discussing this ITN and any aspect thereof including, without limitation, the offers and their content with any other individual whatsoever. Each evaluator shall conduct an independent evaluation of the offers in accordance with the weighted evaluation criteria set forth in the following Table A:

**Table A – Evaluation of Responses**

<b>Evaluation Criteria</b>	<b>Max Points</b>
1. EXPERIENCE AND QUALIFICATIONS OF PROPOSER	30
2. PROJECT STAFF QUALIFICATIONS/EXPERIENCE	20
3. OVERALL RESPONSIVENESS OF PROPOSAL TO SATISFY SCOPE/ PROJECT APPROACH	40
4. CONFORMANCE TO ITN'S PREFERRED CONDITIONS AND REQUIREMENTS <b>(FAILURE TO CONFORM TO ITN'S MANDATORY CONDITIONS AND REQUIREMENTS MAY RESULT IN REJECTION OF PROPOSAL)</b>	10
<b>Evaluation of Responses Point Total</b>	<b>100</b>

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

**Professional identified in section 2.1** will forward a summary to the **Decision Maker** or his/her designee. At the time of such delivery to the **Procurement Services Professional**, the evaluator shall cease to participate further in this ITN process unless expressly requested otherwise by **Decision Maker**.

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

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

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

## **2.9 Posting of Recommended Selection**

An intent to award will be posted within a reasonable time after the Procurement Services Department receives the decision maker's recommended award decision. The recommendation to award a contract, if any, to a Respondent(s) to this ITN will be posted for review by interested parties on the Procurement Services solicitations webpage and will remain posted for a period of seventy-two (72) hours.

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

2. In addition to all other conditions and requirements of this ITN, UCF shall not be obligated to pay for information obtained from or through the Respondent.

## **2.10 Offer Validity Period**

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

## **2.11 Disposition of Offers; Florida Public Records Law Compliance**

All offers become the property of the State of Florida, and the State of Florida shall have the right to use all ideas, and/or adaptations of those ideas, contained in any offer received in response to this solicitation. Any parts of the offer or any other material(s) submitted to UCF with the offer that are copyrighted or expressly marked as “confidential,” “proprietary,” or “trade secret” will only be exempted from the “open records” disclosure requirements of Chapter 119, Florida Statutes if Florida law specifically recognizes these materials as exempt from disclosure. Thus, the mere designation as “confidential,” “proprietary,” or “trade secret” by a Supplier does not ensure that such materials will be exempt from disclosure. Respondents must identify specifically any information contained in their bid which they consider confidential and/or proprietary and which they believe to be exempt from disclosure, citing specifically the applicable exemption law. A generic notation that information is “confidential” is not sufficient. Failure to provide a detailed explanation and justification including statutory citations and specific reference to your bid detailing what provisions, if any, the Respondent believes are exempt from disclosure, may result in the entire bid being subject to disclosure in accordance with Chapter 119 of the Florida Statutes. In the absence of a specific Florida statute exempting material from the public records law, UCF is legally obligated to produce any and all public records produced or received in the course of conducting university business, irrespective of any designation by the Supplier of those same records as “confidential,” “proprietary,” or “trade secret.” The ultimate determination of whether a Supplier’s claim of “confidential,” “proprietary,” or “trade secret” will support an exemption from disclosure will be made by UCF or, potentially, a court. UCF’s selection or rejection of an offer will not affect this provision.

## **2.12 Economy of Presentation**

Each offer shall be prepared simply and economically, providing a straightforward, concise description of the Respondent’s capabilities to satisfy the conditions and requirements of this ITN. Fancy bindings, colorful displays, and promotional material are not desired. Emphasis in each offer must be on completeness and clarity of content. To expedite the evaluation of offers, it is desired and beneficial to evaluators that Respondents follow the format and instructions contained herein. UCF is not liable for any costs incurred by any Respondent in responding to this ITN including, without limitation, costs for oral presentations requested by UCF, if any.

## **2.13 Restricted Discussions/Submissions**

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

## **2.14 Verbal Instructions Procedure**

No negotiations, decisions, or actions shall be initiated or executed by the Respondent as a result of any discussions with any UCF employee. Only those communications that are in writing from the authorized UCF representative identified in Section 2.1 of this ITN that have been approved in writing by UCF's President or the President's designee shall be considered as a duly authorized expression on behalf of UCF. Only communications/inquiries from the Respondent that are signed and received on a timely basis, i.e., not later than 2:00 p.m. EST on December 8, 2021, will be recognized by UCF as duly authorized expressions on behalf of the Respondent.

## **2.15 State Licensing Requirements**

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

## **2.16 Parking**

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

## **2.17 Definitions**

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

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

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

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

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

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

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

**Project Manager** – After contract award, a liaison from the user department will oversee the Contractor's performance and report as needed to the contract administrator. The Project Manager is **Renee Grigor**.

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

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

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

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

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

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

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

**Sole Point of Contact** – The Procurement Services representative or designee to whom Respondents shall address any questions regarding the solicitation or award process. The sole point of contact shall be the arbitrator of any dispute concerning performance of the Contract.

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

the Contract, and the Respondent that certifies them shall be responsible for their actions and omissions.

**UCF or University** – University of Central Florida

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

## **2.18 Procurement Rules**

- A. UCF has established for purposes of this ITN that the words "shall," "must," or "will" are equivalent in this ITN and indicate a mandatory requirement or condition, the material deviation from which could be waived by UCF. UCF will, at UCF's sole discretion, determine whether a deviation is material. Any deviation found by UCF to be material shall result in the rejection of the offer.
- B. The words "should" or "may" are equivalent in this ITN and indicate very desirable conditions or requirements but are permissive in nature. Deviation from, or omission of, such a desirable condition or requirement will not in and of itself cause automatic rejection of an offer but may result in the offer being considered as not in the best interest of UCF. UCF will, at UCF's sole discretion, determine whether an offer is considered as not in the best interest of UCF and may or may not reject the offer, all at UCF's sole discretion.
- C. The Respondent must comply with the instructions cited in Section 2.3. Also, the Respondent must initial the designated sections set forth on Appendix I, indicating that the Respondent has either understood and agreed to or disagreed with each particular section listed in Appendix I. Failure to submit Appendix I with each area marked as set forth above and initialed by the Respondent shall constitute grounds for rejection of the offer by UCF and shall give UCF the right to reject the offer, at UCF's sole discretion.
- D. The Respondent is solely responsible for the accuracy and completeness of its offer. The Respondent's errors or omissions, if any, are solely at the risk of the Respondent and may be grounds for rejection of the offer and shall give UCF the right to reject the offer, at UCF's sole discretion.

## **2.19 Force Majeure**

No default, delay or failure to perform on the part of UCF or the Respondent shall be considered a default, delay or failure to perform otherwise chargeable, hereunder, if such default, delay or failure to perform is due to causes beyond UCF's reasonable control including, but not limited to, strikes, lockouts, actions or inactions of governmental authorities, epidemics, pandemics, wars, embargoes, fires, earthquakes, acts of God, or default of common carriers. In the event of such default, delay or failure to perform due to causes beyond UCF's or the Respondent's reasonable control, any date or times by which UCF or the Respondent is otherwise scheduled to perform shall be extended automatically for a period of time equal in duration to the time lost by reason of the cause beyond the reasonable control of UCF or the Respondent.

## **2.20 Limitation of Remedies, Indemnification, and Insurance**

- A. The Attorney General of the State of Florida has rendered an opinion that agencies of the State of Florida cannot contractually limit the State's right to redress. Consequently, any offer by the Respondent to limit the Respondent's liabilities to the State or to limit the State's

remedies against the Respondent is unacceptable and will result in the REJECTION of the Respondent's offer.

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

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

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

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

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

## 2.21 Term of Contract

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

## 2.22 Cancellation/Termination of Contract

UCF may terminate a contract resulting from this ITN without cause on thirty (30) days' advanced written notice to the Contractor. The parties to a resultant contract may terminate the contract at any time by mutually consenting in writing. Either party may terminate a resultant contract immediately for breach by the other that remains substantially uncured after thirty (30) days' advanced written notice to the breaching party, which notice describes the breach in detail sufficient to permit cure by the breaching party. The University shall be liable only for payment for services satisfactorily rendered/goods satisfactorily delivered and accepted from the date of commencement until the effective date of termination. The thirty (30) days' advanced written notice shall start on the date sent out by UCF, e.g., date of email sent, date stamp on letter mailed.

## **2.23 Assignment and Amendment of Contract**

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

## **2.24 Independent Parties**

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

## **2.25 Performance Investigations**

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

## **2.26 Records**

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

## **2.27 Public Records**

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

## **2.28 Public Records, Service Contracts, Compliance With Section 119.0701, F.S. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: Office of the General Counsel, (407)823-2482, [gcounsel@ucf.edu](mailto:gcounsel@ucf.edu), University Of Central Florida, 4365 Andromeda Loop N., Millican Hall, Suite 360, Orlando, FL 32816-0015.**

### **PUBLIC RECORDS, CONTRACT FOR SERVICES**

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

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

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

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

This Contractor and any subcontractors shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a), 60-741.5(a), and 29 CFR Part 471, Appendix A to Subpart A with respect to affirmative action program and posting requirements. These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation gender identity, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status, or physical or mental disability.

## **2.29 Severability**

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

## **2.30 Notices**

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

### **2.31 Governing Law and Venue**

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

### **2.32 Liaison**

UCF's liaison with the successful Respondent, if any, shall be Renee Grigor.

### **2.33 Subcontracts**

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

### **2.34 Employment of UCF Personnel**

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

### **2.35 Conflicts of Interest**

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

### **2.36 Equal Opportunity Statement**

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

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

### **2.37 Waiver of Rights and Breaches**

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

### **2.38 Headings Not Controlling**

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

### **2.39 Employee Involvement/Covenant Against Contingent Fees**

In accordance with Section 112.3185, Florida Statutes, the Respondent hereby certifies that, to the best of its knowledge and belief, no individual employed by the Respondent or subcontracted by the Respondent has an immediate relationship to any employee of UCF who was directly or indirectly involved in any way in the procurement of the contract, if any, resulting from this ITN or goods or services thereunder. Violation of this section by the Respondent shall be grounds for cancellation of such contract. The Respondent also warrants that no person or selling agency has been employed, engaged or retained to solicit or secure any contract resulting from this ITN or any advantage hereunder upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, or in exchange for any substantial consideration

bargained for, excepting that which is provided to the Respondent's bona fide employees or to bona fide professional commercial or selling agencies or in the exercise of reasonable diligence should have been known by the State to be maintained by the Respondent for the purpose of securing business for the Respondent. In the event of the Respondent's breach or violation of this warranty, UCF shall, subject to the Respondent's rights under Chapter 120, Florida Statutes, have the right, at its option, to annul any contract resulting from this ITN without liability, to deduct from the charges otherwise payable by UCF under such contract the full amount of such commission, percentage, brokerage, or contingent fee, and to pursue any other remedy available to UCF under such contract, at law or in equity.

#### **2.40 Employment of Aliens**

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

#### **2.41 Site Rules and Regulations**

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

#### **2.42 Travel Expenses**

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

#### **2.43 Annual Appropriations**

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

#### **2.44 Taxes**

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

#### **2.45 Contractual Precedence**

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

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

## **2.46 Use of Contract by Other Governmental Agencies**

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

## **2.47 Public Entity Crimes**

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

## **2.48 Work for Hire**

Any work specifically created for the University under a contract resulting from this ITN by the Contractor or anyone working on behalf of the Contractor (the term Contractor shall encompass both) shall be considered a "work for hire." All designs, prints, paintings, artwork, sketches, etchings, drawings, writings, photographs, or any other work or material or property produced, developed or fabricated and any other property created hereunder, including all material incorporated therein and all preliminary or other copies thereof, (the "Materials") shall become and remain the property of the University, and, unless otherwise specifically set forth herein, shall be considered specially ordered for the University as a "work made for hire," or, if for any reason held not to be a "work for hire," the Contractor who created, produced, developed or fabricated the Materials hereunder assigns all of his/her right, title and interest in the Materials to the University.

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

The Contractor hereby represents and warrants that (a) all applicable laws, rules and regulations

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

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

## **2.49 Export Control**

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

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

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

## **2.50 Nonnegotiable Conditions and Requirements**

The University seeks to award a contract from this ITN that complies with applicable law and will be both fair and reasonable to all parties, protecting the best interest of the University, its Board of Trustees, faculty, staff and students. With that goal in mind, we have developed a list of terms and conditions that are either required by law and are thus non-negotiable or have been deemed

to be important to the University's interests and are thus non-negotiable. Any discussions seeking to alter or remove such a term or condition from any contract resulting from this ITN shall not be granted to any Respondent. The non-negotiable terms and conditions are listed in Appendix I of this document and identified with **\*\*non-negotiable\*\***. Respondents that disagree with any of those "non-negotiable" terms and conditions should forego submitting an offer because said offer shall be rejected as nonresponsive to this ITN. Failure to submit Appendix I with the offer constitutes grounds for rejection of the offer, and UCF shall have the right to reject said offer, at UCF's sole discretion.

## **2.51 Revised Quantities**

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

## **2.52 Family Educational Rights and Privacy Act**

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

- A. Confidential information about Licensee's students is contained in records provided to and maintained by Licensor, and Licensor will protect the privacy of all student education records to the fullest extent required of Licensee under FERPA;
- B. Licensor is performing an institutional service or function that has been outsourced by Licensee and for which Licensee would otherwise use its employees;
- C. Licensor is under the direct control of Licensee with respect to the use and maintenance of education records, as defined by FERPA;
- D. Licensor is subject to all FERPA requirements governing the use and re-disclosure of personally identifiable information from education records, including without limitation the requirements of 34 CFR § 99.33(a);
- E. Even in circumstances that might justify an exception under FERPA, Licensor may not disclose or re-disclose personally identifiable information unless Licensee has first authorized in writing such disclosure or re-disclosure; and
- F. Licensor will not use any personally identifiable information acquired from Licensee for any purpose other than performing the services or function that are the subject of this agreement.

## **2.53 Smoke-Free Policy**

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

## **2.54 Contact with Minor Children**

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

## **2.55 Reporting of Child Abuse**

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

## **2.56 Secure Handling of UCF Data**

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

## **2.57 Employee Background Checks**

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

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

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

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

- National Sex Offenders Registry

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

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

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

## **2.58 E-Verify**

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

## **2.59 COVID-19 Policy Compliance**

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

## **3.0 REQUIRED OFFER FORMAT**

### **3.1 Introduction**

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

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

UCF EMPHASIZES THAT THE RESPONDENT CONCENTRATE ON ACCURACY, COMPLETENESS, AND CLARITY OF CONTENT. The Respondent is encouraged to use sections and tabs that are clearly identified and number and label all parts, pages, figures, and tables in its proposal submittal/offer. Additional tabs may be appended which contain any other pertinent matters that the Respondent wishes UCF to take into consideration in reviewing the offer. The Respondent's response to this ITN must be submitted via UCF's Bonfire Web Portal, as listed in Section 2.6.

### **3.2 Respondent/Offer Submittal Sections**

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

#### **A. EXPERIENCE AND QUALIFICATIONS OF PROPOSER**

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

Proposers to include:

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

#### **B. PROJECT STAFF QUALIFICATIONS/EXPERIENCE**

1. List the total number of employees, include job titles and experience of individual(s) who will be assigned to the UCF account; include resume(s).
2. Clearly identify the skill sets your staff is capable of providing, and clearly indicate if subcontractors or sub-consultants will be used. Identify special projects they have staffed, any membership in professional organizations relevant to the performance of this contract. Also indicate how the quality of staff over the term of the agreement will be assured.

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

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

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

#### **4.0 OTHER REQUIREMENTS**

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

## **Scope of Work**

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

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

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

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

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

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

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

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

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

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


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

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

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

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

Company: ISGF Authorized Representative's Name: Thomas Bryan

Authorized Representative's Signature:  Date: 25 January 2022

## APPENDIX II

### CERTIFICATE OF NON-SEGREGATED FACILITIES

We, Innovative Systems Group of Florida (ISGF) 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: Innovative Systems Group of Florida (ISGF)

Authorized Representative's Name: Thomas Bryan

Authorized Representative's Signature: 

Date: 25 January 2022

### 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: Innovative Systems Group of Florida (ISGF)

Authorized Representative's Name: Thomas Bryan

Authorized Representative's Signature: 

Date: 25 January 2022

## APPENDIX IV

### BONFIRE SUBMISSION INSTRUCTIONS FOR SUPPLIERS

## Submission Instructions for Suppliers

Please follow these instructions to submit via our Public Portal.

### 1. Prepare your submission materials:

#### Requested Information

Name	Type	# Files	Requirement
Proposal	File Type: Any	Multiple	Required

#### Requested Documents:

Please note the type and number of files allowed. The maximum upload file size is 1000 MB.

Please do not embed any documents within your uploaded files, as they will not be accessible or evaluated.

### 2. Upload your submission at:

<https://ucfprocurement.bonfirehub.com/opportunities/49428>

Your submission must be uploaded, submitted, and finalized prior to the Closing Time of **Jan 13, 2022 2:00 PM EST**. We strongly recommend that you give yourself sufficient time and **at least ONE (1) day** before Closing Time to begin the uploading process and to finalize your submission.

#### Important Notes:

Each item of Requested Information will only be visible after the Closing Time.

Uploading large documents may take significant time, depending on the size of the file(s) and your Internet connection speed.

You will receive an email confirmation receipt with a unique confirmation number once you finalize your submission.

Minimum system requirements: Internet Explorer 11, Microsoft Edge, Google Chrome, or Mozilla Firefox. Javascript must be enabled. Browser cookies must be enabled.

#### Need Help?

University of Central Florida Procurement Services uses a Bonfire portal for accepting and evaluating proposals digitally. Please contact Bonfire at [Support@GoBonfire.com](mailto:Support@GoBonfire.com) for technical questions related to your submission. You can also visit their help forum at <https://bonfirehub.zendesk.com/hc>



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.

  
\_\_\_\_\_  
PROPOSERS SIGNATURE

Thomas Bryan  
\_\_\_\_\_  
PRINT OR TYPE PROPOSER'S NAME

Innovative Systems Group of Florida (ISGF)  
\_\_\_\_\_  
COMPANY NAME

tbryan@isgf.com  
\_\_\_\_\_  
EMAIL ADDRESS



UNIVERSITY OF CENTRAL FLORIDA

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

## ADDENDUM

### IMPORTANT DOCUMENT – INVITATION TO NEGOTIATE

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

ITN TITLE: TEMPORARY LABOR SERVICES

ADDENDUM NUMBER: II      ADDENDUM DATE: January 13, 2022

**Purpose of this addendum is to:**

- Answer questions submitted during the Q/A period

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

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

PROPOSERS SIGNATURE

Thomas Bryan

PRINT OR TYPE PROPOSER'S NAME

Innovative Systems Group of Florida (ISGF)

COMPANY NAME

tbryan@isgf.com

EMAIL ADDRESS