GOAA Date: 06/19/2019 Item #: 6-GG Documentary No. 100531

AMENDMENT NO. 7

BY AND BETWEEN

GREATER ORLANDO AVIATION AUTHORITY AND FIRST CHOICE RESEARCH AND INVESTIGATIONS, LLC D/B/A FIRST CHOICE BACKGROUND SCREENING

TO

PURCHASING CONTRACT 16-14

THIS AMENDMENT NO. 7 made and entered into as of the <u>2nd</u> day of <u>June</u>, 2023, by and between the **GREATER ORLANDO AVIATION AUTHORITY** (hereinafter referred to as "Authority") and **FIRST CHOICE RESEARCH AND INVESTIGATIONS**, **LLC D/B/A FIRST CHOICE BACKGROUND SCREENING F/K/A FIRST CHOICE RESEARCH AND INVESTIGATIONS**, **INC D/B/A FIRST CHOICE BACKGROUND SCREENING**. (hereinafter referred to as "Contractor").

WITNESSETH:

WHEREAS, by Contract dated July 1, 2014, as amended by Amendment No. 1 dated September 15, 2016, Amendment No. 2 dated May 10, 2017, Amendment No. 3 dated August 2, 2018, Amendment No. 4 dated May 6, 2019, Amendment No. 5 dated September 6, 2019, and Amendment No. 6 dated July 27, 2022, Contractor agreed to provide the Authority with comprehensive pre-employment background investigation services at Orlando International Airport, Orlando, Florida; and

WHEREAS, the Contract provides Authority with two (2) options to renew the term of the Contract for a period of one (1) year; and

WHEREAS, Authority desires and the Contractor agrees to exercise its second option to renew the term of the Contract for an additional period of one (1) year; and

NOW, **THEREFORE**, for and in consideration of the premises and mutual covenants herein contained, the parties hereby amend the Contract as follows:

- **1.** Renewal Term of Contract. The term of the Contract shall be, and hereby is renewed for a period of one (1) year, commencing effective as of July 1, 2023 and expiring June 30, 2024.
- **Compensation**. Authority shall pay to the Contractor, upon satisfactory completion of the work required by the provisions of the Contract, the Unit Prices as identified on Attachment "A-7", Second Renewal Option Prices. Compensation shall be paid pursuant to the terms and conditions of the Contract.
- 3. <u>Suit/Proceedings</u>. The Contractor agrees that any suit or proceeding initiated for the purpose of interpreting or enforcing any provision of the Contract or any matter in connection therewith shall be brought only in a court of competent jurisdiction in Orange County, Florida, and Contractor waives any venue objection, including, but not limited to, any objection that a suit has been brought in an inconvenient forum. Contractor agrees to submit to the jurisdiction of the Florida courts and irrevocably agrees to accept service of process by U.S. mail.

- 4. Public Entity Crimes Act. The Contractor acknowledges the following notice: "A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids 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 threshold amount set forth in s.287.017, Florida Statutes, for CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on the convicted vendor list."
- **5.** Continuing Effect of Contract Provisions. Except as amended by this Amendment No. 7, the Contract shall continue in full force and effect in accordance with its terms and conditions.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. 7 to be duly executed as of the date and year first above written.

	"AUTHORITY"	
ATTEST: Anna Farmer Assistant Secretary Jun 6 2023 11:16 AM	GREATER ORLANDO AVIATION AUTHORITY Tom Draper	
Docu <i>Sig</i> n.	Chief of Operations Jun 2 2023 5:10 PM By:	
Assistant Secretary		
[Official Seal]		
Docu <i>Sign</i> i,	"CONTRACTOR"	
ATTEST:	FIRST CHOICE RESEARCH AND INVESTIGATIONS, LLC D/B/A FIRST CHOICE BACKGROUND SCREENING.	
Quales	By: Molales	
Secretary	Its: CEO	
	Nicole Morales	
	Print or Type Name and Title	
[Corporate Seal]		
	Approved as to Form and Legality this 22 day of May, 2023 Nelson Mullins Riley & Scarborough, LLP By Greater Orlando Aviation Authority	

ATTACHMENT "A-7" PRE-EMPLOYMENT BACKGROUND INVESTIGATION SERVICES SECOND RENEWAL OPTION PERIOD OF JULY 1, 2023 THROUGH JUNE 30, 2024.

ITEM No.	DESCRIPTION OF SERVICES	UNIT PRICE* (\$)
1.	Social Security Verification	\$1.75
2.	Criminal History Check, County	\$7.75
3.	Criminal History Check, State	\$5.00
4.	Criminal History Check, Nationwide	\$6.50
5.	Education Verification, Domestic	\$6.50
6.	Education Verification, International	\$10.00
7.	Licensing Verification	\$7.00
8.	Employment Verification, Domestic	\$6.50
9.	Employment Verification, International	\$10.00
10.	State DMV Records Check	\$2.50

TOTAL SECOND RENEWAL OPTION (NOT-TO-EXCEED) \$36,000.00

NOTE: Individual State fees for State Criminal History Checks and State Department of Motor Vehicle (DMV) Checks will be reimbursed based on the actual coat incurred by the Contractor. The values of these reimbursable fees are unknown at this time and are not part of the Total Second Renewal Option Price.

NOTE: Individual fees incurred by the Contractor for the processing of County Criminal History Checks, Education Verifications, and Employment Verifications will be reimbursed based on the actual cost incurred by the Contractor. The values of these reimbursable fees are unknown at this time and are not part of the Total Second Renewal Option Price.

From: Anna Farmer
To: Directors and Aides

 Cc:
 Elliot Martinez Fraticelli; James Knusalla

 Subject:
 Designee for Chief Executive Officer

 Date:
 Friday, June 2, 2023 4:13:51 PM

Please be advised that Mr. Kevin Thibault, Chief Executive Officer, will be out of the office starting at 4:00 p.m. Friday, June 2 through Wednesday, June 7. During his absence, Mr. Tom Draper, Chief of Operations, will be his designee. Mr. Draper can be reached at tdraper@goaa.org or 407-825-3021.

Please continue to use the signature process in place. Thank you.

Anna Farmer

Manager, Board Services Exe. Asst. to the CEO One Jeff Fuqua Boulevard Orlando, FL 32827

Phone: 407-825-2032

Email: anna.farmer@goaa.org
Website: www.orlandoairports.net