



GREATER ORLANDO AVIATION AUTHORITY

INVITATION FOR BIDS

PURCHASING BID 08-09

PRE-EMPLOYMENT BACKGROUND INVESTIGATION SERVICES

ORLANDO INTERNATIONAL AIRPORT

ORLANDO, FLORIDA

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INVITATION FOR BIDS
GREATER ORLANDO AVIATION AUTHORITY
PURCHASING BID 08-09
PRE-EMPLOYMENT BACKGROUND INVESTIGATION SERVICES

Sealed Bids for **Purchasing Bid 08-09, Pre-Employment Background Investigation Services**, at the Orlando International Airport, will be received by the Greater Orlando Aviation Authority, hereinafter called "Authority."

The proposed Contract will be to furnish all labor, supervision, equipment, facilities, supplies and skilled, qualified personnel, and all other items necessary or proper for, or incidental to, performing comprehensive pre-employment background investigation services at the Orlando International Airport ("OIA") in accordance with the Contract Documents.

The Contract period will be for thirty-six (36) months with the initial service to commence on or about April 22, 2009 and with the Authority having options to renew the Contract for two (2) additional periods of one (1) year each.

The Contract work shall not be divisible, but shall be awarded, if an award is made, to a single Bidder.

Bid packages will be available for examination Tuesday, December 2, 2008 and may be obtained by visiting the Authority Purchasing Department's website at www.orlandoairports.net/purchasing for download availability or by visiting AirportLink's website at <http://AirportLink.tier.com> or by calling AirportLink at (866) 759-8390. AirportLink provides supplier registration services, document fulfillment and other purchasing related services to the Authority and to suppliers doing business with the Authority. Any award resulting from this solicitation will not require any payment by the supplier to AirportLink. If you received this solicitation document from any source other than AirportLink (WebProcure), please promptly register your interest in this solicitation with AirportLink. Questions concerning this Bid package should be addressed to Fatima F. Calkins at (407) 825-2044, by facsimile (407) 825-4020, or by e-mail at fcalkins@goaa.org.

A PRE-BID CONFERENCE will be held at 10:00 a.m. EDT, Wednesday, December 17, 2008, at the Greater Orlando Aviation Authority, Purchasing Office, 8652 Casa Verde Road, Building 811, Orlando, Florida 32827-4338. The conference will include a review of the Bid Documents, a question and answer period. **Attendance at the Pre-Bid Conference is not mandatory but is strongly encouraged.** Bidders are expected to be familiar with the Bid Documents and to provide the Authority with any questions regarding the Bid Documents at the Pre-Bid Conference.

Sealed Bids will be received at the Greater Orlando Aviation Authority, Orlando International Airport, Purchasing Office, 8652 Casa Verde Road, Building 811, Orlando, Florida 32827-4338 until 1:30 p.m. EDT, January 12, 2009 at which time all Bids received will be publicly opened and read. Bids may be delivered prior to the above time and date to the Greater Orlando Aviation Authority, Purchasing Office, 8652 Casa Verde Road, Building 811, Orlando, Florida 32827-4338. **Bids transmitted electronically or by facsimile will not be accepted. Any Bid received after the time and date specified for the opening of the Bids will not be considered, but will be returned unopened.** The Authority's Purchasing Manager will designate

an official timepiece which shall be used to determine the official time for opening of Bids, and which time shall be deemed correct and conclusive.

A Bid must be submitted on a reproduced copy of the Bid Forms supplied, including any addenda which may be issued, and must be submitted in a sealed envelope which shall be clearly marked Purchasing Bid 08-09, Pre-Employment Background Investigation Services, at the Orlando International Airport. Five (5) additional copies of the Bid should also be included.

No Bid may be withdrawn for a period of ninety (90) days after the time and date scheduled for Bid opening.

The Bidder awarded the Contract must also provide proof of liability insurance in the amount of **One Million Dollars (\$1,000,000.00)**, along with any other required insurance coverages and evidence of business or occupational license, as outlined in the Bid Documents.

The Authority reserves the right to waive any informalities or irregularities of Bids, to request clarification of information submitted in any Bid, to request additional information from any Bidder, or to reject any or all Bids, and to readvertise for Bids. The Authority also reserves the right to extend the date and time period during which it will accept Bids and to extend the date or time scheduled for the opening of Bids.

Award, if made, will be to the responsible and responsive Bidder submitting the low Bid.

Bidders are hereby notified that the Contract includes a requirement for affirmative action to ensure equal employment opportunity under Executive Order 11246.

You should note that Section 12 of the Instructions to Bidders describes irregularities in Bids that may cause them to be rejected by the Authority. Included in these irregularities are those such as conditions, limitations, or unauthorized alternative Bids which may require the Authority to reject a Bid. You are strongly urged to seek the Authority's written advice **BEFORE you submit a Bid containing any of the irregularities described in Section 12 of the Instructions to Bidders.**

GREATER ORLANDO AVIATION AUTHORITY

INSTRUCTIONS TO BIDDERS

1. INTENT:

It is the intent of these Instructions to establish guidelines for the proper completion of the Bid Forms. These Instructions to Bidders provide guidance and explanation for subsequent Bid Forms and Contract Documents. Please read all instruction paragraphs.

2. GENERAL:

- 2.1 This Contract will be to furnish all labor, supervision, equipment, facilities, supplies and skilled, qualified personnel and all other items necessary or proper for, or incidental to, performing comprehensive pre-employment background investigation services at the Orlando International Airport ("OIA") in accordance with the Contract Documents.
- 2.2 Contract period will be thirty-six (36) months with the initial service to commence on or about April 22, 2009 and with Authority having options to renew the Contract for two (2) additional periods of one (1) year each upon the same terms and conditions, except compensation to the Contractor which shall be established by negotiation between the parties, subject to the limitations stated below. If the parties cannot successfully negotiate pricing for any renewal option year, the Authority may exercise its option to renew the Contract for such option year at the maximum prices described below. The option years compensation will be based on the annual unit prices. The compensation due to the Contractor in the first renewal option year, if exercised, may not exceed the annual unit prices for the immediately preceding year, increased by a percentage that exceeds the percentage, if any, by which the Consumer Price Index, United States City Averages, Urban Wage Earners and Clerical Workers (CPI-W), All Items (1982-84=100) ("CPI") published from time to time by the United States Bureau of Labor Statistics in effect as of the end of the thirtieth (30th) month of the Contract term exceeds the CPI in effect as of the end of the eighteenth (18th) month of the Contract term. The Compensation due to the Contractor in the second renewal option year, if exercised, may not exceed the annual unit prices for the immediately preceding year, increased by a percentage that exceeds the percentage, if any, by which the CPI in effect as of the end of the forty-second (42nd) month of the Contract term exceeds the CPI in effect as of the end of the thirtieth (30th) month of the Contract term.
- 2.3 The Contract work shall not be divisible, but shall be awarded, if an award is made, to a single Bidder.
- 2.4 The Contract, if awarded, shall not be construed to create unto the Contractor any exclusive rights with respect to any of the Authority's pre-employment background investigation services requirements. The Authority may in its sole discretion award any additional or similar services to any third party, or the Authority may elect to perform all or a portion of the services by its own employees.
- 2.5 A Bidder's Bid prices shall remain firm for the duration of the initial term of the Contract. Any anticipated increases in Bidder's costs during the initial term of the Contract must be reflected in its prices set forth in its Bid. The Authority shall not be obligated to renegotiate or increase any price for any work during the initial term of

INSTRUCTIONS TO BIDDERS (Continued)

the Contract based on a Bidder's mistake or miscalculation of prices, underestimation of costs, or for any other reason. All of the Bidder's overhead costs, including, but not limited to, costs of the required bonds and insurance coverages, shall be included in such Bidder's prices listed in its Bid.

- 2.6 Each Bidder shall provide on Page BF-10 its Unit Prices (column "1") for Year 1 for the following types of Pre-Employment Background Investigation Services: 1) Social Security Verification (Section 3.2.1 of the Specification, Page S-4), 2) Criminal History Check, County** (Section 3.2.2 of the Specification, Page S-5), 3) Criminal History Check, State* (Section 3.2.2 of the Specification, Page S-5), 4) Criminal History Check, Nationwide (Section 3.2.2 of the Specification, Page S-5), 5) Education Verification, Domestic** (Section 3.2.3 of the Specification, Page S-5), 6) Education Verification, International** (Section 3.2.3 of the Specification, Page S-5), 7) Licensing Verification (Section 3.2.4 of the Specification, Page S-5), 8) Employment Verification, Domestic** (Section 3.2.5 of the Specification, Page S-6), 9) Employment Verification, International** (Section 3.2.5 of the Specification, Page S-6), and 10) State Department of Motor Vehicles Records Check* (Section 3.2.6 of the Specification, Page S-6). The Unit Prices shall include all the costs necessary for the performance of the Pre-Employment Background Investigation Services (except as noted below) in accordance with the Specification, including all overhead costs. Bidder shall multiply the Unit Price (column "1") by the estimated Quantity (column "2") as indicated on the pricing pages and enter the product of such calculation, without further adjustment or modification, in the Extension (column "3"). The Extensions for each line item should then be added together, the sum which shall be entered in the line titled "Total Year 1 Bid Price" and on Page BF-13. Bidders shall do the same for Year 2 on Page BF-11 and Year 3 on Page BF-12 and enter each sum on the appropriate space marked "Total Year 2 Bid Price" and "Total Year 3 Bid Price" and on Page BF-13.

*NOTE: Individual State fees for State Criminal History Checks and State Department of Motor Vehicle (DMV) Checks will be reimbursed based on the Fee Schedules provided by the Contractor with its Bid. The values of these reimbursable fees are unknown at this time and are not part of the Total Three (3) Year Bid 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 Three (3) Year Bid Price.

- 2.7 Each Bidder shall then add its Total Year 1 Bid Price, Total Year 2 Bid Price, and Total Year 3 Bid Price and enter the sum on the appropriate space marked "Total Three (3) Year Bid Price" on Page BF-13 and Page BF-3.
- 2.8 Any Bid that fails to include all of the prices as requested on Page BF-10 through Page BF-13 may be deemed non-responsive to the Invitation.
- 2.9 Each Bidder shall submit with its bid a listing of the fees charged by each State that would be in addition to the Bidder's unit price for a State Criminal History Check ("State Fee Schedule").

INSTRUCTIONS TO BIDDERS (Continued)

- 2.10 Each Bidder shall submit with its Bid a listing of the fees charged by each State Department of Motor Vehicles (DMV) that would be in addition to the Bidder's unit price for a State DMV Records Check ("State DMV Fee Schedule").
- 2.11 The Bidder to whom the "Notice of Intent to Award" is given shall provide to the Authority within three (3) days after receiving the Notice the name, current resume of supervisory personnel, address(es) of the location(s) where the pre-employment background investigation services will be performed.
- 2.12 The Bidder to whom the "Notice of Intent to Award" is given shall provide to the Authority within three (3) days after receiving the Notice a sample reporting/findings sheet that displays what the Bidder provides its customer's upon the completion of an investigation assignment. If the proposed sample reporting/findings sheet is deemed unacceptable by the Authority, the Bidder shall submit to the Authority a sample report/findings sheet acceptable to the Authority prior to commencement of the Contract.

3. RECEIPT AND OPENING OF BIDS:

Bids will be received, opened and read at the time and place specified in the Invitation for Bids. Bidders or their authorized agents are invited to be present. Bids received after the time and date specified will not be considered, and will be returned unopened.

4. EXAMINATION OF BID/CONTRACT DOCUMENTS:

All prospective Bidders shall thoroughly examine and become familiar with the Bid package and carefully note the items which must be submitted with the Bid, such as:

- 4.1 a list of Contract References;
- 4.2 an Equal Opportunity Report Statement;
- 4.3 a Certificate of Non-Segregated Facilities;
- 4.4 any other information specifically called for in these Bid Documents.

(These Instructions to Bidders, the Invitation for Bids, the Bid Forms, the Contract, the General Conditions, and the Specification are referred to herein as the "Bid Documents" or the "Contract Documents.") Submission of a Bid shall constitute an acknowledgment that the Bidder has read and understands the Bid Documents. The failure or neglect of a Bidder to receive or examine any Bid Document shall in no way relieve it from any obligations under its Bid or the Contract. No claim for additional compensation will be allowed which is based upon a lack of knowledge or understanding of any of the Contract Documents or the scope of work.

5. ADDENDA-CHANGES WHILE BIDDING:

Other than during the Pre-Bid Conference, the Authority shall not be required to provide to any Bidder verbal interpretations as to the meaning of any portion of the Bid Documents. Requests for interpretation, clarification or correction of Bid Documents, forms or other material in this Bid Package should be made in writing and delivered to the Greater Orlando

INSTRUCTIONS TO BIDDERS (Continued)

Aviation Authority, Purchasing Office, 8652 Casa Verde Road, Building 811, Orlando, Florida 32827-4338, or by facsimile to (407) 825-4020 at least five (5) business days before the date and time announced for the Bid opening. Any response by Authority to a request by a Bidder for clarification or correction will be made in the form of a written Addendum. All parties to whom the Bid packages have been issued will be sent a notification of the issuance of an Addendum either by e-mail and/or by facsimile. The Addendum may be electronically downloaded by visiting either the Authority Purchasing Department's web site at www.orlandoairports.net/purchasing, or if registered with AirportLink, by visiting their web site at <http://AirportLink.tier.com>. Authority reserves the right to issue Addenda at any time up to the date and time set for Bid opening. In case any Bidder fails to acknowledge receipt of any such Addendum in the space provided in the Bid Form, its Bid will nevertheless be construed as though the Addendum had been received and acknowledged. Submission of a Bid will constitute a Bidder's acknowledgement of the receipt of the Bid Documents and all Addenda. Only interpretations or corrections provided by written Addenda shall be binding on Authority. Prospective Bidders are warned that any other source by which a Bidder receives information concerning, explaining or interpreting the Bid Documents shall not bind the Authority.

6. PREPARATION OF BIDS:

- 6.1 Bids shall be submitted on reproduced copies of the attached Bid Forms including any revised or additional Bid Forms supplied by Addenda. If an award is made, the completed Bid Forms shall constitute a part of the Contract Documents and will be incorporated in the final Contract between the Authority and the successful Bidder. All blank spaces in the Bid Forms should be filled in legibly and correctly in ink or typewritten.
- 6.2 All Bids shall contain the name and business address of the individual, firm, corporation, or other business entity submitting the Bid and shall be subscribed by either the individual, a general partner, a member of a member-managed LLC, a manager of a manager-managed LLC, or an authorized officer or agent of a Corporation or business entity, and should be properly witnessed or attested. If any officer or agent other than the signatories described in the preceding sentence shall sign any Contract Document on behalf of the Bidder, the Authority should be furnished with satisfactory evidence of such officer's or agent's authority to bind the Bidder with respect to the contents of the subject Bid Documents so signed by him or her. If the Bidder is an LLC, the Bidder should submit with its Bid its Articles of Organization or other evidence satisfactory to Authority, indicating whether the LLC is member-managed or manager-managed, and indicating that the person executing the Bid is authorized to bind the LLC.
- 6.3 If the Bidder is a partnership or sole proprietorship, the Authority, reserves the right to require the Bidder to submit to the Authority at any time the name and business address of each owner, principal, partner, or member of the Bidder having an ownership or management position with the Bidder.
- 6.4 If the Bidder is a corporation or other state-chartered business entity, the Authority reserves the right to require the Bidder to submit to the Authority at any time, the name and business address of each officer, director and holder of 10% or more of the stock or other ownership interests of such corporation or other business entity. If the Bidder is a corporation, the Bid should have the corporate seal affixed and include

INSTRUCTIONS TO BIDDERS (Continued)

include the name of the State in which it was incorporated. If the Bidder is a foreign corporation or other state-chartered business entity and is the successful Bidder, the Bidder will be required to submit evidence prior to the execution of the Contract, if awarded, that the corporation or other state-chartered business entity has applied to the Secretary of State, State of Florida, for authority to do business in the State of Florida. If the Bidder elects to use a fictitious name in its Bid, a copy of the Bidder's fictitious name registration should be provided to Authority.

7. BID GUARANTY:

A Bid Guaranty shall not be required for this Contract.

8. DELIVERY OF BIDS:

8.1 All Bids shall be submitted in sealed envelopes bearing on the outside the name of the Bidder, address, and the notation Purchasing Bid 08-09, Pre-Employment Background Investigation Services, at Orlando International Airport. Five (5) additional copies of the Bid should also be provided to the Authority in sealed envelopes. Each Bid shall consist of an executed copy of the Bid Form (Pages BF-1 through BF-14), along with all other documents or information required to be submitted pursuant to the terms of the Bid Documents (together, the "Bid"). The documents comprising the Bid must be completed and signed on the forms provided herein, or on exact reproductions thereof.

8.2 All Bids shall be submitted pursuant to the terms outlined in these Instructions to Bidders. Any Bids received after the time and date specified in the Invitation for Bids (or any Addenda thereto) for the opening of the Bids will not be considered, but will be returned unopened.

8.3 Each Bidder's response to the Invitation for Bids shall be at the sole cost and expense of the Bidder and such Bidder shall have no claim against the Authority for costs, damages, loss of profits, or to recover such costs, damages, or expenses, in the event the Authority exercises its right to reject any or all Bids or to cancel an award pursuant to a provision hereof for any reason.

8.4 Submission of a Bid shall constitute authorization for the Authority and its representatives and agents to make such copies of the Bid or portions thereof and to distribute such copies as may be necessary or desirable to carry out the Authority's objectives or requirements.

9. COMMUNICATIONS REGARDING EVALUATION OF BIDS:

To ensure the proper and fair evaluation of Bids, the Authority strictly prohibits any communication initiated by a Bidder or its agent to an employee of the Authority or Authority Board member that may be evaluating or considering the Bid during the period of time following the opening of Bids and prior to the time a decision has been made with respect to the Contract award. An appropriate official or employee of Authority may initiate communication with a Bidder in order to obtain information or clarification needed to develop a proper and accurate evaluation of the Bid. Any communication initiated by Bidder during evaluation should be submitted in writing to the Greater Orlando Aviation Authority,

INSTRUCTIONS TO BIDDERS (Continued)

Purchasing Office, 8652 Casa Verde Road, Building 811, Orlando, Florida 32827-4338; fax number (407) 825-4020.

10. WITHDRAWAL OF BIDS:

No Bid may be withdrawn after it is submitted unless the Bidder makes a request by letter and such request is received prior to the time set for opening of Bids. No Bid may be withdrawn after the scheduled Bid opening time for a period of ninety (90) days. **Any Bidder withdrawing or attempting to withdraw its Bid prior to the expiration of the ninety (90) day period shall be obligated to reimburse the Authority for all its costs incurred in connection with such withdrawal or attempted withdrawal including, without limitation, any increased costs for procuring the goods or services from another Bidder or all costs of advertising and re-procuring the goods or services, and all attorneys' fees, in addition to payment of Authority's other damages. A Bidder's submission of a Bid shall be deemed the Bidder's acknowledgment of and agreement to the provisions of this Section.**

11. DISQUALIFICATION OF BIDDERS:

11.1 Any of the following causes may be considered as sufficient for the Authority's disqualification of a Bidder and the rejection of its Bid:

11.1.1 Submission of more than one Bid for the same work, or participation in more than one Bid for the same work as a partner or principal of the Bidder, by an individual, firm, partnership or corporation, under the same or different names, or by Bidders which are affiliates, either at the time of submittal, or at the time of award. For purposes of this section, the term "affiliates" means firms, partnerships, corporations or other entities under common control;

11.1.2 Evidence of collusion between or among Bidders;

11.1.3 Evidence, in the opinion of the Authority, of Bidder(s) attempting to manipulate the Bid pricing for its own benefit (e.g. pricing resulting in a failure of the Authority's ability to enforce the Contract or impose the remedies intended following breach by Contractor);

11.1.4 Being in arrears on any of its existing contracts with the Authority or in litigation with the Authority or having defaulted on, or being in or having previously been in litigation with the Authority with respect to, a previous contract with the Authority;

11.1.5 Poor, defective or otherwise unsatisfactory performance of work for Authority or any other party on prior projects which, in the Authority's judgment and sole discretion, raises doubts as to Bidder's ability to properly perform the work; or

11.1.6 Any other cause which, in the Authority's judgment and sole discretion, is sufficient to justify disqualification of Bidder or the rejection of its Bid.

INSTRUCTIONS TO BIDDERS (Continued)

11.2 The Authority has adopted a policy which addresses, among other things, the obligations of the Authority's employees with respect to having an interest in business entities, unauthorized compensation and acceptance of gifts. Please be aware that any act by a Bidder that could cause an Authority employee to violate the policy is sufficient cause for the denial of the right of the Bidder to bid on any contract or sell any materials, supplies, equipment, or services to the Authority for a period of time that is determined by the Executive Director. A copy of the policy is available upon request from the Manager of Board Services.

12. REJECTION OF IRREGULAR BIDS:

A Bid will be considered irregular and may be rejected by the Authority if it is improperly executed, shows omissions, alterations of form, additions not called for, conditions, limitations, or unauthorized alternate Bids, fails to include the proper Bid Guaranty (if required), Contract references, other certificates, affidavits, statements, or information required to be included with Bids, including, but not limited to, the Bidder's prices, or contains other irregularities of any kind.

13. NOTICE OF INTENT TO AWARD CONTRACT:

Unless all Bids are rejected by the Authority, a Notice of Intent to Award is anticipated to be provided within ninety (90) days from the opening of Bids to the responsible and responsive Bidder submitting the low Bid. In the event of tie Bids, the Authority reserves the right to determine the successful Bidder by the method approved by the Authority in its Policy and Procedures. Bidders involved will be given notice of the time and place the determination is made. For all procurements, the Authority reserves the right to reject any or all bids and to cancel the procurement or to solicit new bids.

14. RESPONSIBILITY OF BIDDERS:

14.1 Authority reserves the right, to aid it in determining a Bidder's responsibility, to require a Bidder to submit such evidence of Bidder's qualifications as Authority may deem necessary, and to consider any evidence available to the Authority of the financial, technical, and other qualifications and abilities of a Bidder, including past performance (experience) with the Authority and others. The Authority shall be the final authority in the determination of a Bidder's responsibility and the award of a Contract to a Bidder.

14.2 All Bidders shall furnish the Authority with the company name, address, contact person, and telephone number of at least three (3) entities for which the Bidder, or any related predecessor (e.g. by merger or reorganization), affiliate, or principal of Bidder, has supplied pre-employment background investigation services during the past three (3) years, and, if possible, a reference (which may be the same as one of the other three) that provides evidence of the Bidder having been in such business for at least three (3) years. The information should be submitted on Page BF-6 with the knowledge that the Authority will use the data for reference purposes.

14.3 For a Bidder to meet the minimum responsibility criteria for this Contract: The Bidder must provide verifiable evidence, through references or otherwise, that the Bidder is an individual, a firm, a corporation, or other entity that is currently engaged in the business of providing pre-employment background investigation services and, taking

INSTRUCTIONS TO BIDDERS (Continued)

into account the activities of a related predecessor (e.g. by merger or reorganization), affiliate, or principal of Bidder, has been actively engaged in such business for at least three (3) years immediately proceeding the date of Bidder's response to this Invitation for Bids.

15. GUARANTY OF FAITHFUL PERFORMANCE:

A Performance Bond shall not be required for this Contract.

16. POWER OF ATTORNEY AND COUNTERSIGNATURE:

Not applicable.

17. EXECUTION OF CONTRACT:

17.1 The Bidder to whom the Notice of Intent to Award is given shall, within ten (10) business days after the date of the Notice of Intent to Award, execute and/or deliver the following to the Authority: the Contract, a copy of the Bidder's valid business or occupational license, and all other documents and information required by the Contract Documents. All of the above documents and information must be furnished and the Contract Documents executed by Bidder, and delivered to Authority, before the Contract will be executed by the Authority.

17.2 Not applicable.

17.3 A Bidder's failure to timely fulfill its obligations under this Section 17 shall be just cause for the Authority's withdrawal of such Notice of Intent to Award. In such case, a Notice of Intent to Award may then be issued to the next ranked Bidder or all Bids may be rejected by the Authority and the Contract re-advertised. In such event, the Authority shall be entitled to receive its damages and costs, including, but not limited to, its attorneys' fees caused by or in connection with a Bidder's failure to fulfill its obligations under this Section. A Bidder's liability for failing to timely fulfill the obligations stated in this Section shall be the same as for withdrawing its Bid (see Section 10 of the Instructions to Bidders).

17.4 The Contract shall not be binding upon the Authority until it has been executed by the Authority and a copy of such fully executed Contract is delivered to the Contractor. The Authority reserves the right to cancel the award without liability to any Bidder at any time before the Contract has been fully executed by the Authority and delivered to the Contractor. Accordingly, the Contractor is hereby warned that it should not commence performance or incur costs or expenses in connection with the Contract obligations until it has received from the Authority a final, fully executed copy of the Contract.

18. FLORIDA SALES TAX:

The Authority is a governmental agency and a political subdivision under Florida law. Purchases by Authority under this Contract are exempt from Florida sales tax: Authority's tax exempt number is 85-8012668935C-5. No purchase made by any entity is qualified to be exempt other than those made directly by the Authority. The Authority's sales tax exemption does not apply to goods or services purchased or consumed by a Contractor for

INSTRUCTIONS TO BIDDERS (Continued)

which the Contractor is deemed to be the ultimate consumer in connection with the fulfillment of its Contract obligations, and the Authority shall have no liability for such taxes.

19. SUBCONTRACTS:

19.1 The Contractor's right to subcontract shall be governed by the provisions of Section 8 of the General Conditions.

19.2 Nothing contained in these Contract Documents shall be construed as creating any contractual relationship between any subcontractor and the Authority.

19.3 The Contractor shall be fully responsible to the Authority for the acts and omissions of a subcontractor and of persons employed by said subcontractor to the same extent that the Contractor is liable to Authority for acts and omissions of persons directly employed by it.

20. FAMILIARITY WITH LAWS:

All Bidders and the Contractor are presumed to be familiar with and shall observe all Federal, State and local laws, ordinances, codes, rules and regulations, including, without limitation, the Authority's rules and regulations, that may in any way affect work herein specified. Ignorance on the part of the Contractor shall in no way relieve Contractor from any such responsibility or liability.

21. AIRPORT SECURITY:

The successful Bidder will be required to comply with all applicable regulations of the Transportation Security Administration (TSA) and of the Authority relating to Airport security, including those relating to access to the Aircraft Operations Area (AOA) of Orlando International Airport, as such regulations may be in effect or changed from time to time.

22. EQUAL OPPORTUNITY REPORT STATEMENT:

Each Bidder shall complete and sign the Equal Opportunity Report Statement on Page BF-7. A Bid may be considered irregular, in the Authority's sole discretion, if the Bidder fails to provide the fully executed Statement, or fails to furnish the required data thereon. Prior to execution of the Contract by the Authority, a fully executed Statement must be provided or the Bid may be rejected and the Authority will be entitled to exercise its rights under the provisions of Section 17.3 above, Execution of Contract.

23. NON-SEGREGATED FACILITY CERTIFICATE:

Each Bidder shall complete and sign the Non-Segregated Facilities Certificate on Page BF-8. A Bid may be considered irregular, in the Authority's sole discretion, if the Bidder fails to provide the fully executed statement, or fails to furnish the required data. Prior to execution of the Contract by the Authority, a fully executed statement must be provided or the Bid may be rejected and the Authority will be entitled to exercise its rights under the provisions of Section 17.3 above, Execution of Contract.

INSTRUCTIONS TO BIDDERS (Continued)

24. PUBLIC ENTITY CRIMES LAW:

The following notice applies to all Bidders: "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 provided in s. 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list."

25. MINORITY AND WOMEN BUSINESS ENTERPRISE ("MWBE") PARTICIPATION PROGRAM:

An MWBE participation goal has not been established for this Contract. Such participation is encouraged, but will not be considered during the evaluation process for award of this Contract.

26. LOCAL DEVELOPING BUSINESS ("LDB") PARTICIPATION PROGRAM:

An LDB participation goal has not been established for this Contract. Such participation is encouraged, but will not be considered during the evaluation process for award of this Contract.

27. INSURANCE:

The Bidder to whom the Notice of Intent to Award is given shall provide a signed Certificate of Insurance such as the form on Page C-4 and Page C-5. The Certificate of Insurance shall evidence the insurance coverages required by the Authority pursuant to Section 5.7 of the General Conditions and shall be filed with Authority within ten (10) business days of the date of the Notice of Intent to Award. The Contractor shall provide the Authority with at least thirty (30) days prior written notice of any cancellation or modification or the limits thereunder decreased in Contractor's required insurance coverage.

28. BID ERRORS:

In the case of a Bidder's error in the extension or addition of Bid prices, the unit prices will govern. Bids having erasures or corrections should be initialed in ink.

29. COMPLIANCE WITH OCCUPATIONAL SAFETY AND HEALTH ACT:

The Bidder certifies that all materials, equipment, chemicals, etc. contained in its Bid or otherwise to be provided or used by the Bidder in its performance of the Contract work, and including any replacements or substitutions therefore, shall meet all EPA and OSHA requirements.

INSTRUCTIONS TO BIDDERS (Continued)

30. PERFORMANCE STANDARD:

The standards by which the Contractor's performance will be evaluated are set forth in the General Conditions (Pages GC-1 to GC-17) and Specification (Pages S-1 to S-9). The successful Bidder's failure to meet these standards, after receipt of written notice to correct such deficiencies, may in addition to Authority's other remedies, in the Authority's sole discretion, result in a termination of the Contract for cause pursuant to the termination provisions of Section 9 of the General Conditions.

31. NO BIDS:

In the event a potential Bidder elects not to submit a Bid, such potential Bidder should respond by completing and returning the "No Response to Invitation for Bids" form, Page BF-9, advising Authority of the reason for not submitting a Bid.

32. EVALUATION CRITERIA OF BID:

Award, if made, will be to the responsible and responsive Bidder submitting the low Bid. The responsible and responsive Bidder submitting a Bid having the lowest "Total Three (3) Year Bid Price" on Page BF-3 shall be deemed to have submitted the low Bid. Bid tabulations shall be presented to the Authority's Concessions/Procurement Committee, to the Greater Orlando Aviation Authority Board or its designee, or to the Authority's Executive Director as may be applicable. All parties desiring information regarding the award of the Contract may visit AirportLink's website at <http://AirportLink.tier.com>.

33. PUBLIC RECORDS/PUBLIC MEETINGS:

Please be aware that all meetings of the Authority's Board are duly noticed public meetings and all documents submitted to the Authority as a part of or in connection with a Bid will constitute public records under Florida law regardless of any person's claim that proprietary or trade secret information is contained therein. The provisions of Section 14 of the General Conditions shall apply to all Bidders. In the event that a Bidder desires to address the Authority's Board, please note that the Board has adopted "Guidelines for Presentations Before the Greater Orlando Aviation Authority," which are available upon request from the Manager of Board Services.

* * * * * END OF INSTRUCTIONS TO BIDDERS * * * * *

BID FORM
GREATER ORLANDO AVIATION AUTHORITY
PURCHASING BID 08-09
PRE-EMPLOYMENT BACKGROUND INVESTIGATION SERVICES

Greater Orlando Aviation Authority
Purchasing Office
8652 Casa Verde Road, Building 811
Orlando, Florida 32827-4338

Submitted by: _____
Name of Bidder

Address: _____

Federal Employer I.D. No. _____

Business Telephone No. _____

Business Fax No. _____

After Business Hours
Telephone No. _____

E-Mail Address _____

By: _____
Signature

Name and Title (Typed or Printed)

Date: _____

The undersigned, as Bidder, hereby declares that this Bid is in all respects fair and submitted in good faith without collusion or fraud. Bidder represents and warrants to the Greater Orlando Aviation Authority ("Authority") that: (i) except as may be disclosed in writing to Authority with its Bid, no officer, employee or agent of the Authority has any interest, either directly or indirectly, in the business of the Bidder, and that no such person shall have any such interest at any time during the term of the Contract should it be awarded the Contract; and (ii) no gift, gratuity, promise, favor or anything else of value has been given or will be given to any employee or official of Authority in connection with the submission of this Bid or the Authority's evaluation or consideration thereof.

BIDDER: _____

The Bidder further represents that it has examined or investigated the site conditions if necessary, and informed itself fully in regard to all conditions pertaining to the place(s) where the work is to be done; that it has examined the Contract Documents and has read all Addenda furnished by the Authority prior to the opening of the Bids, as acknowledged below, and that it has otherwise fully informed itself regarding the nature, extent, scope and details of the services to be furnished under the Contract.

The Bidder agrees, if this Bid is accepted, to enter into the written Contract with the Authority in the form of Contract attached (properly completed in accordance with said Bid Documents), to furnish all labor, supervision, equipment, facilities, supplies and skilled, qualified personnel and all other items necessary or proper for, or incidental to, performing comprehensive pre-employment background investigation services in accordance with the Specification covered by this Bid and the Contract Documents for Purchasing Bid, 09-08, Pre-Employment Background Investigation Services, at Orlando International Airport, and to furnish the prescribed evidence of a valid business license, insurance, and all other documents required by these Contract Documents. The Bidder further agrees to commence work and to perform the work specified herein within the time limits set forth in the Contract Documents, which time limits Bidder acknowledges are reasonable.

The undersigned further agrees that, in the case of failure or refusal on its part to execute the said Contract provide evidence of specified insurance, a copy of a valid business or occupational license and all other documents required by these Contract Documents within ten (10) business days after being provided with Notice of Intent to Award the Contract (or such earlier time as may be stated elsewhere in these Bid Documents), the Bid award may be offered by the Authority to the next ranked Bidder, or the Authority may readvertise for Bids, and in either case the Authority shall have the right to recover from the Bidder the Authority's costs and damages including, without limitation, attorney's fees, **to the same extent that Authority could recover its costs and expenses from the Bidder under Section 10 of the Instructions to Bidders if the Bidder withdrew or attempted to withdraw its Bid.**

The Bidder further agrees, if it fails to complete the work according to the Specification within the scheduled time or any authorized extension thereof, that damages may be deducted from the Contract price payable to the Bidder.

Acknowledgment is hereby made of the following Addenda (identified by number) received since issuance of the Contract Documents:

<u>ADDENDUM NO.</u>	<u>DATE</u>	<u>ADDENDUM NO.</u>	<u>DATE</u>	<u>ADDENDUM NO.</u>	<u>DATE</u>
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____

It will be the responsibility of the Bidder to contact AirportLink at (866) 759-8390 or by visiting AirportLink's web site at <http://AirportLink.tier.com> or by visiting the Authority Purchasing Department's web site at www.orlandoairports.net/purchasing prior to submitting a Bid to ascertain Addenda, if any, that may have been issued, to obtain all such Addenda and return such Addenda (or portions of Addenda as may be applicable) with the Bid. If you received this solicitation document from any source other than AirportLink (WebProcure), please promptly register your interest in this solicitation with AirportLink.

BIDDER: _____

The Bidder agrees to provide all labor, supervision, tools, equipment, facilities, supplies and skilled, qualified personnel, and all other items necessary or proper for, or incidental to, performing comprehensive pre-employment background investigation services described in the Contract Documents, including, but not limited to, the cost of bonds and the specified insurance coverage for the following:

PRE-EMPLOYMENT BACKGROUND INVESTIGATION SERVICES

TOTAL THREE (3) YEAR BID PRICE:

_____ \$ _____
(Print Dollar Amount)

Note: The figure shown above should match the figure shown on Page BF-13 as the "Total Three (3) Year Bid Price."

BIDDER: _____

(If Bidder is a **Sole Proprietorship** sign on the line below)

Company Name (if any)

Company Owner's (Bidder's) Signature (SEAL)

Company Owner's Name Printed or Typed

(If Bidder is a **Partnership**, fill in name of the partnership, followed below by the signature of the general partner signing.)

Partnership Name (SEAL)

BY: _____ (SEAL)
General Partner's Signature

General Partner's Name Printed or Typed

The following information may be provided by a Bidder with this Bid, but must be provided to the Authority at any time upon the request of the Authority: The name and business address of all principals and partners if a partnership (if a limited partnership, information for general partner only, along with the name of the limited partnership's home state).

Bidders are hereby notified that the Greater Orlando Aviation Authority is a public agency and, as such, is subject to Chapter 119, *Florida Statutes*, regarding the disclosure of public records. Pursuant to Section 119.071(1)(b)1.a., *Florida Statutes*, sealed bids received by the Authority pursuant to invitation for bids, are exempt from public disclosure only for the ten (10) day period following the bid opening and as otherwise provided in Section 119.071. Once the ten (10) day period has passed, all bids received by the Authority shall be made available to the public for inspection and copying in accordance with Chapter 119, *Florida Statutes*. Once bids are opened, they may not be revoked, even during such ten (10) day period. Any language in a bid attempting to keep all or part of such bid confidential is of no force and effect and will be disregarded as contrary to Florida law.

NOTE: Bidders must sign in the proper capacity on either Page BF-4 or BF-5 as applicable.

BIDDER: _____

(If Bidder is a **Corporation** or **Other State-Chartered Business Entity**, fill in the name of the corporation or entity, followed by the signature of the authorized officer or agent signing, followed by his title.)

(Name of Corporation or other business entity)

BY: _____
(Signature of Authorized Officer)

(Affix Corporate Seal) Its: _____
(Title)

Officer's Name Printed or Typed

ATTEST: _____
Secretary

The Bidder is a corporation or other state-chartered business entity organized under the laws of the State of _____, and authorized by law to make this Bid and perform all work and furnish materials and equipment required under the Contract Documents. If Bidder is a foreign corporation or other business entity, the corporation or entity ___ is (or) ___ is not, registered with the Secretary of State of the State of Florida. Foreign corporations or other foreign state-chartered business entities must have a Florida registered agent and must provide a copy of their Florida registration or application as a condition to entering into a Contract with the Authority.

The following information may be provided by a Bidder with this Bid, but must be provided to the Authority at any time upon the request of the Authority: the full names and business addresses of each officer, director and holder of 10% or more of the corporation's or entity's outstanding stock, including the corporate office or title of all individuals listed.

Bidders are hereby notified that the Greater Orlando Aviation Authority is a public agency and, as such, is subject to Chapter 119, *Florida Statutes*, regarding the disclosure of public records. Pursuant to Section 119.071(1)(b)1.a., *Florida Statutes*, sealed bids received by the Authority pursuant to invitation for bids, are exempt from public disclosure only for the ten (10) day period following the bid opening and as otherwise provided in Section 119.071. Once the ten (10) day period has passed, all bids received by the Authority shall be made available to the public for inspection and copying in accordance with Chapter 119, *Florida Statutes*. Once bids are opened, they may not be revoked, even during such ten (10) day period. Any language in a bid attempting to keep all or part of such bid confidential is of no force and effect and will be disregarded as contrary to Florida law.

NOTE: Bidders must sign in the proper capacity on either Page BF-4 or BF-5 as applicable.

BIDDER: _____

CONTRACT REFERENCES

List below firms for whom you have provided pre-employment background investigation services in the past or with whom you are presently contracting. References should relate to services of a type similar to the obligations presented in this Bid (refer to Section 14 of the Instructions to Bidders).

1. COMPANY NAME: _____

ADDRESS: _____

CONTACT PERSON: _____

PHONE NO.: _____

2. COMPANY NAME: _____

ADDRESS: _____

CONTACT PERSON: _____

PHONE NO.: _____

3. COMPANY NAME: _____

ADDRESS: _____

CONTACT PERSON: _____

PHONE NO.: _____

Note: Additional references may be provided at the option of the Bidder.

BIDDER: _____

EQUAL OPPORTUNITY REPORT STATEMENT

Each Bidder shall complete, sign and include in its Bid this Equal Opportunity Report Statement. A Bid may be considered non-responsive and may be rejected if it fails to include the Bidder's fully executed Statement or if the Bidder fails to furnish required data prior to execution of the Contract by the Greater Orlando Aviation Authority. When a determination has been made to award a Contract to a specific Contractor, such Contractor shall, prior to execution of the Contract by the Greater Orlando Aviation Authority, furnish such other pertinent information regarding its own employment policies and practices as well as those of its proposed subcontractors as the FAA or the Authority may require.

The Bidder shall furnish similar Statements executed by each of its first-tier and second-tier subcontractors and shall obtain similar compliance by such subcontractors, before awarding such subcontracts. No subcontract shall be awarded to any noncomplying subcontractor.

Equal Opportunity Report Statement Pursuant to 41 CFR 60-1.7(b).

The Bidder shall complete the following statements by checking the appropriate boxes.

1. The Bidder has _____ has not _____ developed and has on file at each establishment affirmative action programs pursuant to 41 CFR 60-1.40 and 41 CFR 60-2.
2. The Bidder has _____ has not _____ participated in any previous Contract or subcontract subject to the equal opportunity clause prescribed by Executive Order 11246, as amended.
3. The Bidder has _____ has not _____ filed with the Joint Reporting Committee the annual compliance report on Standard Form 100 (EEO-1 Report).
4. The Bidder does _____ does not _____ employ fifty or more employees.

(Name of Bidder)

Dated: _____

By: _____
Signature

Its: _____
Title

BIDDER: _____

CERTIFICATION OF NON-SEGREGATED FACILITIES

Each Bidder shall complete, sign and include in its Bid this Certification of Non-Segregated Facilities. Bidder certifies that it does not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not permit its employees to perform their services at any location under its control, where segregated facilities are maintained. Bidder certifies further that it will not maintain or provide for its employees segregated facilities at any of its establishments, and that it will not permit its employees to perform their services at any location under its control, where segregated facilities are maintained. Bidder agrees that a breach of this certification is a violation of the equal opportunity clause in this Contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, 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 direction or are in fact segregated on the basis of race, color, religion, or national origin, because of habit, local custom, or any other reason. Bidder agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time period) it will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding Ten Thousand Dollars (\$10,000.00) which are not exempt from the provisions of the equal opportunity clause, and that it will retain such certifications in its files.

(Name of Bidder)

By: _____
(Signature)

Date: _____

Title: _____

BIDDER: _____

NO RESPONSE

TO

INVITATION FOR BIDS

If your firm is unable to submit a Bid at this time, please provide the information requested in the space provided below and return to:

**GREATER ORLANDO AVIATION AUTHORITY
PURCHASING OFFICE
8652 CASA VERDE ROAD, BUILDING 811
ORLANDO, FLORIDA 32827-4338**

We have received Invitation for Bids, Purchasing Bid 08-09, Pre-Employment Background Investigation Services, for Orlando International Airport, opening at 1:30 p.m. EDT, January 12, 2009, at the Greater Orlando Aviation Authority, Orlando International Airport, Purchasing Office, 8652 Casa Verde Road, Building 811, Orlando, Florida 32827-4338.

Our firm's reason for not submitting a Bid is:

Company Name

By: _____

Its: _____
Name & Title, Typed or Printed

BIDDER: _____

BID PRICES

PRE-EMPLOYMENT BACKGROUND INVESTIGATION SERVICES

YEAR 1

	(1) UNIT PRICE (\$)	(X)	(2) ESTIMATED QUANTITIES*	(=)	(3) EXTENSION (\$)
1. Social Security Verification	\$ _____	(X)	130	(=)	\$ _____
2. Criminal History Check, County	\$ _____	(X)	75	(=)	\$ _____
3. Criminal History Check, State	\$ _____	(X)	150	(=)	\$ _____
4. Criminal History Check, Nationwide	\$ _____	(X)	130	(=)	\$ _____
5. Education Verification, Domestic	\$ _____	(X)	100	(=)	\$ _____
6. Education Verification, International	\$ _____	(X)	30	(=)	\$ _____
7. Licensing Verification	\$ _____	(X)	25	(=)	\$ _____
8. Employment Verification, Domestic	\$ _____	(X)	300	(=)	\$ _____
9. Employment Verification, International	\$ _____	(X)	100	(=)	\$ _____
10. State DMV Records Check	\$ _____	(X)	135	(=)	\$ _____

TOTAL YEAR 1 BID PRICE

\$ _____

(Enter Total Here and on Page BF-13)

* The number of quantities per year has been estimated for the purposes of soliciting and evaluating competitive Bids. Although the Authority believes that this estimate fairly describes the scope of work under ordinary circumstances, actual conditions may cause the number of quantities to differ from the estimates. The Authority has no obligation to request any quantities or to require the use of any particular quantity. Bids will be evaluated based on the Total Three (3) Year Bid Price, but the Contract to be awarded, if an award is made, will obligate the Authority only to pay the unit prices provided in the successful Bidder's Bid for the services actually requested by the Authority and satisfactorily provided by the Contractor.

BIDDER: _____

YEAR 2

	(1) UNIT PRICE (\$)	(X)	(2) ESTIMATED QUANTITIES*	(=)	(3) EXTENSION (\$)
1. Social Security Verification	\$ _____	(X)	130	(=)	\$ _____
2. Criminal History Check, County	\$ _____	(X)	75	(=)	\$ _____
3. Criminal History Check, State	\$ _____	(X)	150	(=)	\$ _____
4. Criminal History Check, Nationwide	\$ _____	(X)	130	(=)	\$ _____
5. Education Verification, Domestic	\$ _____	(X)	100	(=)	\$ _____
6. Education Verification, International	\$ _____	(X)	30	(=)	\$ _____
7. Licensing Verification	\$ _____	(X)	25	(=)	\$ _____
8. Employment Verification, Domestic	\$ _____	(X)	300	(=)	\$ _____
9. Employment Verification, International	\$ _____	(X)	100	(=)	\$ _____
10. State DMV Records Check	\$ _____	(X)	135	(=)	\$ _____

TOTAL YEAR 2 BID PRICE

\$ _____
(Enter Total Here and on Page BF-13)

* The number of quantities per year has been estimated for the purposes of soliciting and evaluating competitive Bids. Although the Authority believes that this estimate fairly describes the scope of work under ordinary circumstances, actual conditions may cause the number of quantities to differ from the estimates. The Authority has no obligation to request any quantities or to require the use of any particular quantity. Bids will be evaluated based on the Total Three (3) Year Bid Price, but the Contract to be awarded, if an award is made, will obligate the Authority only to pay the unit prices provided in the successful Bidder's Bid for the services actually requested by the Authority and satisfactorily provided by the Contractor.

BIDDER: _____

YEAR 3

	(1) UNIT PRICE (\$)	(X)	(2) ESTIMATED QUANTITIES*	(=)	(3) EXTENSION (\$)
1. Social Security Verification	\$ _____	(X)	130	(=)	\$ _____
2. Criminal History Check, County	\$ _____	(X)	75	(=)	\$ _____
3. Criminal History Check, State	\$ _____	(X)	150	(=)	\$ _____
4. Criminal History Check, Nationwide	\$ _____	(X)	130	(=)	\$ _____
5. Education Verification, Domestic	\$ _____	(X)	100	(=)	\$ _____
6. Education Verification, International	\$ _____	(X)	30	(=)	\$ _____
7. Licensing Verification	\$ _____	(X)	25	(=)	\$ _____
8. Employment Verification, Domestic	\$ _____	(X)	300	(=)	\$ _____
9. Employment Verification, International	\$ _____	(X)	100	(=)	\$ _____
10. State DMV Records Check	\$ _____	(X)	135	(=)	\$ _____

TOTAL YEAR 3 BID PRICE

\$ _____
(Enter Total Here and on Page BF-13)

* The number of quantities per year has been estimated for the purposes of soliciting and evaluating competitive Bids. Although the Authority believes that this estimate fairly describes the scope of work under ordinary circumstances, actual conditions may cause the number of quantities to differ from the estimates. The Authority has no obligation to request any quantities or to require the use of any particular quantity. Bids will be evaluated based on the Total Three (3) Year Bid Price, but the Contract to be awarded, if an award is made, will obligate the Authority only to pay the unit prices provided in the successful Bidder's Bid for the services actually requested by the Authority and satisfactorily provided by the Contractor.

BIDDER: _____

BID PRICES 08-09

PRE-EMPLOYMENT BACKGROUND INVESTIGATION SERVICES

A. TOTAL YEAR 1 BID PRICE \$ _____

B. TOTAL YEAR 2 BID PRICE \$ _____

C. TOTAL YEAR 3 BID PRICE \$ _____

TOTAL THREE (3) YEAR BID PRICE \$ _____
(Enter Total Here and on Page BF-3)

BIDDER: _____

* * * * * END OF BID FORM * * * * *

CONTRACT

THIS AGREEMENT made and entered into effective as of the ____ day of _____, 20____, by and between the GREATER ORLANDO AVIATION AUTHORITY, a public and governmental body, existing under and by virtue of the laws of the State of Florida, hereinafter called Authority, and _____, hereinafter called Contractor.

WITNESSETH, that the said Contractor, for and in consideration of the payments hereinafter specified and agreed to be made by the Authority, hereby covenants and agrees to furnish all labor, supervision, equipment, facilities, supplies and skilled, qualified personnel and all other items necessary or proper for, or incidental to, performing its obligations under Purchasing Bid 08-09, Pre-Employment Background Investigation Services, at the Orlando International Airport, in accordance with the Contract Documents which consist of the Contract, Bid Forms, the Instructions to Bidders, any Addenda issued prior to the execution of the Contract, the General Conditions, the Specification, and the Invitation for Bids, each of which are incorporated herein by this reference.

If the Contractor shall fail to comply with any of the terms, conditions, provisions, or stipulations of the Contract Documents, then the Authority may avail itself of any or all remedies provided in the Contract Documents, or which are otherwise available by applicable law or in equity, and shall have the right and power to proceed in accordance with the provisions thereof.

An extension of time for performance shall be the Contractor's sole and exclusive remedy for any delay of any kind or nature caused by Authority, and in no event shall Contractor be entitled to recover from Authority any indirect, incidental, special or consequential damages in any proceeding arising out of or relating to this Contract or the breach thereof.

It is also agreed and understood that the acceptance of the last payment pursuant to Section 2 of the General Conditions for work performed hereunder by the Contractor shall be considered as a release in full of all claims against Authority and its members, officers, agents and employees arising out of, or by reason of, the Contract obligations or work.

In consideration of the Contractor's obligations set forth in the Contract Documents, Authority agrees to pay to the Contractor upon satisfactory completion of such obligations, and subject to the contract provisions of Section 2 of the General Conditions, compensation as set forth in Section 2 of the General Conditions, subject to such additions and deductions as may be provided in the Contract Documents and any duly executed amendments thereto.

(Sign this page if the Contractor is a **Sole Proprietorship** or a **Partnership**)

IN WITNESS WHEREOF, the said GREATER ORLANDO AVIATION AUTHORITY has caused this Contract to be executed in its name by its Chairman, Vice Chairman, Executive Director, or Deputy Executive Director, attested by its Secretary or Assistant Secretary, and the said Contractor has hereunto set its hand and seal, all as of the day and year first above written.

"AUTHORITY"

GREATER ORLANDO AVIATION AUTHORITY

[Official Seal]

By: _____

Its: _____

Attest:

Secretary

"CONTRACTOR"

WITNESSED BY:

(Name of Contractor)

By: _____ (Seal)
(Signature of Owner or General Partner)

Its: _____
(Title)

Name of Owner or General Partner Printed
or Typed

(Sign this page if the Contractor is a **Corporation** or **Other State-Chartered Business Entity**)

IN WITNESS WHEREOF, the said GREATER ORLANDO AVIATION AUTHORITY has caused this Contract to be executed in its name by its Chairman, Vice Chairman, Executive Director, or Deputy Executive Director, attested by its Secretary or Assistant Secretary, and the said Contractor has caused this Contract to be executed in its name by _____, its _____, attested by _____, its _____ Secretary, and has caused the seal of said corporation or other business entity to be hereunto attached, all as of the day and year first above written.

"AUTHORITY"

GREATER ORLANDO AVIATION AUTHORITY

[Official Seal]

By: _____

Its: _____

Attest:

Secretary

"CONTRACTOR"

(Name of Contractor)

By: _____
(Signature of Officer)

Its: _____
(Title)

[Corporate Seal]

Name of Officer Printed or Typed

Attest:

Secretary

ACORD™ CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YY)
PRODUCER	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
INSURED	INSURERS AFFORDING COVERAGE	
	INSURER A:	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
	GENERAL LIABILITY ☐ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE ☐ OCCUR _____ GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC				EACH OCCURRENCE	\$
					FIRE DAMAGE (Any one fire)	\$
					MED EXP (Any one person)	\$
					PERSONAL & ADV INJURY	\$
					GENERAL AGGREGATE	\$
					PRODUCTS - COMP/OP AGG	\$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS _____				COMBINED SINGLE LIMIT (Ea accident)	\$
					BODILY INJURY (Per person)	\$
					BODILY INJURY (Per accident)	\$
					PROPERTY DAMAGE (Per accident)	\$
	GARAGE LIABILITY ☐ ANY AUTO _____				AUTO ONLY - EA ACCIDENT	\$
					OTHER THAN EA ACC	\$
					AUTO ONLY: AGG	\$
	EXCESS LIABILITY ☐ OCCUR ☐ CLAIMS MADE _____ ☐ DEDUCTIBLE ☐ RETENTION \$				EACH OCCURRENCE	\$
					AGGREGATE	\$
						\$
						\$
						\$
						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATU-TORY LIMITS	OTH-ER
					E.L. EACH ACCIDENT	\$
					E.L. DISEASE - EA EMPLOYEE	\$
					E.L. DISEASE - POLICY LIMIT	\$
	OTHER					

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

CERTIFICATE HOLDER	ADDITIONAL INSURED; INSURER LETTER:	CANCELLATION
		SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL _____ DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.
		AUTHORIZED REPRESENTATIVE

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

* * * * * END OF CONTRACT * * * * *

GENERAL CONDITIONS

1. SCOPE OF WORK:

This Contract will be to furnish all labor, supervision, tools, equipment, facilities, supplies and skilled, qualified personnel and all other items necessary or proper for, or incidental to, performing comprehensive pre-employment background investigation services at the Orlando International Airport ("OIA") in accordance with the Contract Documents. All work shall be performed in accordance with the Specification attached hereto.

2. COMPENSATION - INVOICE AND PAYMENT FOR SERVICES:

- 2.1 The Authority shall pay the Contractor, subject to authorized deductions, the applicable Unit Prices set forth in the Bid Form on Page BF-10 through Page BF-12 for each item of Pre-Employment Background Investigation Services authorized by the Authority and actually performed by Contractor to the satisfaction of the Authority as required by the Specification.
- 2.2 The Contractor shall invoice the Authority by the tenth day of each month following a month in which Pre-Employment Background Investigation Services are performed by the Contractor. The Contractor's invoice shall be itemized by applicant to include all checks done for each applicant and must be accompanied by supporting documents and materials as to indicate work completed.
- 2.3 The Authority shall pay the Contractor the applicable individual State fees as set forth in the Contractor-provided State Fee Schedule for the State Criminal History Checks and State Department of Motor Vehicle (DMV) Checks authorized by the Authority and actually performed by the Contractor to the satisfaction of the Authority as required by the Specification.
- 2.4 The Contractor shall invoice the Authority by the tenth day of each month following a month in which State Criminal History Checks and State Department of Motor Vehicle (DMV) checks are performed by the Contractor. The Contractor's invoice shall be itemized by applicant and must be accompanied by supporting documents and materials to indicate work completed.
- 2.5 The Authority shall pay the Contractor the individual fees at the Contractor's actual cost incurred by the Contractor for the processing of County Criminal History Checks, Educational Verification, and Employment Verifications authorized by the Authority and actually performed by the Contractor to the satisfaction of the Authority as required by the Specification.
- 2.6 The Contractor shall invoice the Authority by the tenth day of each month following a month in which County Criminal History Checks, Educational Verification, and Employment Verification are performed by the Contractor. The Contractor's invoice shall be itemized by applicant and must be accompanied by a copy of the actual invoice to indicate work completed.
- 2.7 The Authority shall notify the Contractor of any specific item or items that are unsatisfactory to the Authority, and if the Contractor has not performed such work to the Authority's satisfaction within five (5) business days after Authority's notice,

GENERAL CONDITIONS (Continued)

the Authority, in addition to all other rights provided to the Authority under this Contract or by law or equity, may delete a reasonable amount of compensation for such item or items from Contractor's invoice and shall have no obligation to pay the Contractor for such items or services.

- 2.8 The Authority shall pay the undisputed amount of Contractor's invoice, as it may be reduced to reflect unsubstantiated or unsatisfactory services. Items in dispute shall be paid upon the resolution of the dispute. No verification or payment of any amounts invoiced shall preclude the Authority from recovering any money paid in excess of that due under the terms of this Contract.
- 2.9 Contractor shall be obligated to pay promptly all proper charges and costs incurred by Contractor for labor and materials used for the work performed hereunder. The Authority shall have the right, but not the obligation, to pay directly to third parties (including subcontractors) all past due amounts owed by Contractor to third parties for labor and materials used for the work hereunder, based on invoices submitted by such third party, and all such amounts paid by the Authority shall be applied toward, and shall reduce, amounts owed to Contractor hereunder.
- 2.10 The Contractor shall submit all invoices to: Greater Orlando Aviation Authority, HR Generalist, 5855 Cargo Road, Orlando, Florida 32827.

3. COMPLIANCE WITH LAWS AND REGULATIONS:

- 3.1 The Contractor shall perform its obligations and functions hereunder in compliance with the applicable laws of the United States, the State of Florida, Orange County, the City of Orlando, any applicable rules, regulations or directives of any agency thereof, and the applicable regulations of the Authority. OSHA rules and regulations shall be followed at all times. The Authority shall have the right (but not the obligation) to contest or challenge by any means whatsoever any law, regulation, rule or directive which in any way affects or otherwise impacts upon the Contractor's performance of its obligations and functions hereunder; the Contractor shall cooperate to the fullest extent and take whatever action (including becoming a party in any litigation) the Authority should reasonably request in connection with any such challenge or contest by the Authority.
- 3.2 The Contractor shall obtain and keep current all licenses, permits and authorizations, whether municipal, county, state or federal, required for the performance of its obligations and functions hereunder and shall pay promptly when due all fees therefor.
- 3.3 The Contractor shall abide by all applicable state and federal regulations pertaining to wages and hours of an employee.

4. CONTRACTOR'S LIABILITY:

The Contractor shall be responsible for the prompt payment of any fines imposed on Authority or Contractor by the Transportation Security Administration ("TSA") or any other federal, state or local governmental agency as a result of Contractor's, or its subcontractor's (or the officers', directors', employees' or agents' of either), failure to comply with the requirements of any law or any governmental agency rule, regulation,

GENERAL CONDITIONS (Continued)

order or permit. The liability of the Contractor under this Section 4 is in addition to and in no way a limitation upon any other liabilities and responsibilities which may be imposed by applicable law or by the indemnification provisions of Section 5 hereof, and such liability shall survive the expiration or earlier termination of this Contract.

5. INDEMNIFICATION AND INSURANCE:

5.1 Contractor shall indemnify, defend and hold completely harmless the Authority and the City of Orlando, Florida ("City"), and the members (including, without limitation, members of the Authority's Board and the City's Council, and members of the citizens' advisory committees of each), officers, employees and agents of each, from and against any and all liabilities (including statutory liability and liability under Workers' Compensation Laws), losses, suits, claims, demands, judgments, fines, damages, costs and expenses (including all costs for investigation and defense thereof, including, but not limited to, court costs, paralegal and expert fees and reasonable attorneys' fees) which may be incurred by, charged to or recovered from any of the foregoing (i) by reason or on account of damage to or destruction or loss of any property of Authority or the City, or any property of, injury to or death of any person resulting from or arising out of or in connection with the performance of this Contract, or the acts or omissions of Contractor's directors, officers, agents, employees, subcontractors, licensees or invitees, regardless of where the damage, destruction, injury or death occurred, unless such liability, loss, suit, claim, demand, judgment, fine, damage, cost or expense was proximately caused solely by Authority's negligence or by the joint negligence of Authority and any person other than Contractor or Contractor's directors, officers, agents, employees, subcontractors, licensees, or invitees, or (ii) arising out of or in connection with the failure of Contractor to keep, observe or perform any of the covenants or agreements in this Contract which are required to be kept, observed or performed by Contractor, or (iii) arising out of or in connection with any claim, suit, assessment or judgment prohibited by Section 5.4 below by or in favor of any person described in Section 5.5 below, or (iv) arising out of or in connection with any action by Contractor or its directors, officers, agents, employees, subcontractors, licensees or invitees. Authority agrees to give Contractor reasonable notice of any suit or claim for which indemnification will be sought hereunder, to allow Contractor or its insurer to compromise and defend the same to the extent of its interests, and to reasonably cooperate with the defense of any such suit or claim. In carrying out its obligations under this section, Contractor shall engage counsel reasonably acceptable to Authority. In any suit, action, proceeding, claim or demand brought in respect of which the Authority may pursue indemnity, the Authority shall have the right to retain its own counsel, but the fees and expenses of such counsel shall be at the expense of the Authority unless (1) the Contractor and the Authority shall have mutually agreed to the contrary, (2) the Contractor has failed within a reasonable time to retain counsel reasonably satisfactory to the Authority, or (3) the Authority and the Contractor are both named parties in any such proceeding and, in the sole judgment of the Authority, representation of both the Authority and the Contractor by the same counsel would be inappropriate due to actual or potential differing interests between them. The indemnification provisions of this Section 5 shall survive the expiration or earlier termination of this Contract with respect to any acts or omissions occurring during the term of the Contract.

5.2 Not applicable.

GENERAL CONDITIONS (Continued)

- 5.3 The Contractor shall assume all responsibility for loss caused by neglect or violation of any state, federal, municipal or agency law, rule, regulation or order. The Contractor shall give to the proper authorities all required notices relating to its performance, obtain all official permits and licenses, and pay all proper fees and taxes. It shall promptly undertake proper monetary restitution with respect to any injury that may occur to any building, structure or utility in consequence of its work. The Contractor will notify the Authority in writing of any claim made or suit instituted against the Contractor because of its activities in performance of the Contract.
- 5.4 No recourse under or upon any obligation, covenant or agreement contained in this Contract, or any other agreement or document pertaining to the work or services of the Contractor hereunder, as such may from time to time be altered or amended in accordance with the provisions hereof, or any judgment obtained against Authority, or the City, or by the enforcement of any assessment or by any legal or equitable proceeding by virtue of any statute or otherwise, under or independent of this Contract, shall be had against any member (including, without limitation, members of the Authority's Board or the City's Council, or members of the citizens advisory committees of each), any officer, employee or agent, as such, past, present, or future of Authority or City, either directly or through the Authority or the City or otherwise for any claim arising out of or in connection with this Contract or the work or services conducted pursuant to it, or for any sum that may be due and unpaid by Authority. Any and all personal liability of every nature, whether at common law or in equity, or by statute or by constitution or otherwise, of any such member, officer, employee, or agent, as such, to respond by reason of any act or omission on his or her part or otherwise for any claim arising out of or in connection with this Contract or the work or services conducted pursuant to it, or for the payment for or to Authority, or any receiver therefore or otherwise, of any sum that may remain due and unpaid by the Authority, is expressly waived and released as a condition of and in consideration of the execution of this Contract and the promises made to Contractor pursuant to this Contract.
- 5.5 In any and all claims against the Authority or the City, or any of their officers, members, agents, servants or employees, by any employee of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation of Contractor under this Section 5 shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefit payable by or for the Contractor or any subcontractor under Workers' Compensation Acts, disability benefit acts or other employee benefit acts.
- 5.6 No provisions of Section 5 herein shall be construed to negate, abridge, or otherwise reduce any other right of indemnity that Authority may have as to any party or person described therein.
- 5.7 Insurance
- 5.7.1 **General Liability and Automobile Liability.** Contractor shall purchase and maintain in force during the term of the Contract, at its own cost and expense, to protect the Contractor, the Authority and the City, and the

GENERAL CONDITIONS (Continued)

members (including, without limitation, all members of the governing Board of the Authority, the City's Council and the citizens' advisory committees of each), officers, agents, and employees of each, from and against any and all liabilities arising out of or in connection with the Contractor's performance of the Contract work:

(1) Commercial general liability insurance with coverage of not less than **ONE MILLION DOLLARS (\$1,000,000.00)** combined single limit per occurrence, and with contractual liability coverage for Contractor's covenants to and indemnification of Authority and the City under the Contract, and

(2) Automobile liability insurance – Not applicable.

5.7.1.1 Self-Insured Retention. Contractor's commercial general liability insurance policies shall not be subject to a self-insured retention exceeding \$10,000, if the value of the Contract is less than \$1,000,000, and not be subject to a self-insured retention exceeding \$100,000, if the Contract is \$1,000,000 or more, unless approved by the Authority's Executive Director. Contractor's automobile liability insurance policies shall not be subject to a self-insured retention exceeding \$10,000, unless approved by the Authority's Executive Director.

5.7.1.2 Additional Insured Endorsement. Contractor agrees and shall cause the Authority and the City and their members (including, without limitation, members of the Authority's Board and the City's Council and members of the citizens' advisory committees of each), officers, employees, and agents to be named as additional insureds under such policy or policies of commercial general and automobile liability insurance.

5.7.2 **Workers' Compensation and Employer's Liability.** If Contractor has any employee working on Authority property, Contractor shall procure and maintain in force during the term of the Contract (i) workers' compensation insurance, and (ii) employer's liability insurance. The policy limits of the Contractor's employer's liability insurance shall not be less than \$100,000 for "each accident," \$500,000 for "disease policy limit," and \$100,000 for "disease each employee." If the Contractor is self insured, the Contractor shall provide proof of self-insurance and authorization to self-insure as required by applicable state laws and regulations.

5.7.3 **Professional Liability Insurance.** Contractor shall purchase and maintain in force during the term of the Contract, Professional Liability insurance which will pay for damages arising out of errors or omissions in the rendering, or failure to render professional services under the Contract in the amount of at least **ONE MILLION DOLLARS (\$1,000,000.00)** per claim. Such insurance must contain nose and tail coverage to include work performed by the Contractor from the project's inception date and until such time as the Statue of Limitations has run for the work done on the project.

5.7.4 **Health Insurance.** Not applicable.

GENERAL CONDITIONS (Continued)

- 5.7.5 **Garage Liability Insurance.** Not applicable.
- 5.7.6 **Garage Keeper's Legal Liability Insurance.** Not applicable.
- 5.7.7 **Crime Coverage.** Not applicable.
- 5.7.8 **Pollution Liability Insurance.** Not applicable.
- 5.7.9 **Deductibles.** Contractor's policies of insurance required by this Section 5.7 may require Contractor's payment of a deductible, provided the Contractor's insurer is required to pay claims from the first dollar at 100% of the claim value without any requirement that Contractor pay the deductible prior to its insurer's payment of the claim.
- 5.7.10 **Other Insurance Requirements.** All insurance policies required by this Section 5.7 shall provide that they are primary insurance as respects any other valid insurance Authority may possess, and that any other insurance Authority does possess shall be considered excess insurance only. All such insurance shall be carried with a company or companies which meet the requirements of Section 6.2 of these General Conditions, and said policies shall be in a form satisfactory to Authority. A properly completed and executed Certificate of Insurance on a form provided or approved by Authority (such as a current ACORD certificate of insurance) evidencing the insurance coverages required by this Section shall be furnished to the Authority upon the Contractor's execution of the Contract. The Contractor shall provide the Authority with at least thirty (30) days' prior written notice of any adverse material change in the Contractor's required insurance coverage except that ten (10) days notice of cancellation for non-payment is required. For purposes of this Section 5.7.9, an "adverse material change" shall mean any reduction in the limits of the insurer's liability, any reduction, non-renewal or cancellation of any insurance coverage, or any increase in the Contractor's self-insured retention. Prior to the expiration of any such policy, Contractor shall file with Authority a certificate of insurance showing that such insurance coverage has been renewed. If the insurance coverage is canceled or reduced, Contractor shall, within five (5) days after such cancellation or reduction in coverage, file with Authority a certificate showing that the required insurance has been reinstated or provided through another insurance company or companies approved by Authority. If Contractor fails to obtain or have such insurance reinstated, Authority may, if it so elects, and without waiving any other remedy it may have against Contractor, immediately terminate this Contract upon written notice to Contractor. The Authority's Executive Director shall have the right to alter the monetary limits or coverages herein specified from time to time during the term of this Contract, and Contractor shall comply with all reasonable requests of the Executive Director with respect thereto.

6. SURETY BONDS/LETTERS OF CREDIT/LIABILITY INSURANCE:

- 6.1 A surety Bond/Letter of Credit is not required for this Contract.

GENERAL CONDITIONS (Continued)

- 6.2 Liability Insurance Companies furnishing insurance coverages required by these General Conditions shall (a) be approved to issue insurance policies in the State of Florida, and (b) must have no less than a "B+" Financial Rating and a Financial Size Category of "Class VI" or higher according to the most current edition of A.M. Best's Insurance Reports. If the liability insurer is rated by A.M. Best's Insurance Reports at a "A-" Financial Rating and a Financial Size Category of "Class VIII" or higher then the Authority's Executive Director may waive the requirement for the insurer to be approved by the State of Florida.

7. CONTRACT ADJUSTMENTS:

- 7.1 Notwithstanding any provision herein to the contrary, the Authority reserves the right to modify at any time the nature, method, scope, frequency, or timing of the Contractor's obligations under this Contract (Contract Adjustments) in whatever manner it determines to be reasonably necessary for the proper completion of the Contractor's work hereunder. Both parties agree that, should any Contract Adjustments be made, the Contractor's compensation and the amount of the Performance Bond or Letter of Credit required, will be adjusted accordingly, in such amount or amounts as will be mutually agreed to by means of good faith negotiation by the Authority and the Contractor and, to the extent possible, by reference to any unit costs already established in the Bid. Without exception, all deletions or additions to the scope of work will be set forth in a written Amendment to this Contract.
- 7.2 Notwithstanding the foregoing, the Authority shall have the right to terminate this Contract pursuant to the provisions of Section 9.2 herein should the Contractor and the Authority fail to reach agreement on the adjusted compensation, or the amount of the Performance Bond or Letter of Credit, within thirty (30) days after the date of the Contract Adjustment.
- 7.3 Notwithstanding the foregoing, there shall be no upward adjustment of the compensation on account of any Contract Adjustment made necessary or appropriate as a result of the mismanagement, improper act, or other failure of the Contractor, its employees, agents, or its subcontractors to properly perform its obligations and functions under this Contract.

8. SUBCONTRACTORS:

- 8.1 The Contractor shall perform all of its obligations and functions under this Contract by means of its own employees, or by a duly qualified subcontractor which is approved in advance by Authority. Such subcontractor which is an affiliate, parent, or subsidiary company; or had principal owners, relatives, close kin, management, or employees common to the Contractor; or any other party that has the ability to significantly influence the management or daily business operations of the subcontractor must be disclosed in writing to the Executive Director. Goods and services provided by subcontractors which are reimbursed by the Authority must be bona fide arm's-lengths transactions. In the event a subcontractor is employed, the Contractor shall continuously monitor the subcontractor's performance, shall remain fully responsible to ensure that the subcontractor performs as required and itself perform or remedy any obligations or functions which the subcontractor fails to perform properly. Nothing contained herein shall be construed to prevent a

GENERAL CONDITIONS (Continued)

Contractor from using the services of a common carrier for delivering goods to the Authority.

- 8.2 This Contract shall be referred to and incorporated within any contractual arrangement between the Contractor and a subcontractor and, in such contractual arrangement, the subcontractor shall give its express written consent to the provisions of this Section 8. To the extent feasible, the provisions of this Contract shall apply to any such subcontractor in the same manner as they apply to the Contractor. However, such application shall neither make any subcontractor a party to this Contract, nor make such subcontractor a third party beneficiary hereof.
- 8.3 In the event that the Contractor employs a subcontractor, then Authority may require that copies of invoices for all work (including invoices submitted to the Contractor for work performed by a subcontractor) shall be submitted to the Authority by the Contractor and the Authority shall pay all compensation to the Contractor. It shall be the sole responsibility of the Contractor to deal with a subcontractor with respect to the collecting and submission of invoices and the payment of compensation. In no event shall the Authority have any obligation or liability hereunder to any subcontractor, including, in particular, any obligations of payment.
- 8.4 If the Contractor has qualified as an MWBE or LDB program participant with respect to this Contract, Contractor may not subcontract the performance of services hereunder to an entity that has not received MWBE or LDB certification, unless the MWBE and LDB Participation Goals are separately met by a qualified portion of the Contract being performed by the Contractor or by one or more other subcontractors that are MWBE and/or LDB certified.

9. DEFAULT AND TERMINATION:

- 9.1 In the event that:
- 9.1.1 the Contractor shall repeatedly fail (defined for this purpose as at least three (3) failures within any consecutive twelve (12) month period) to keep, perform or observe any of the promises, covenants or agreements set forth in this Contract (provided that notice of the first two (2) failures shall have been given to Contractor, but whether or not Contractor shall have remedied any such failure); or
- 9.1.2 the Contractor shall fail to keep, perform or observe any promise, covenant, or agreement set forth in this Contract, and such failure shall continue for a period of more than five (5) days after delivery to the Contractor of a written notice of such breach or default; or
- 9.1.3 the Contractor's occupational or business license shall terminate or Contractor shall fail to provide Authority with any bond, letter of credit, or evidence of insurance as required by the Contract Documents, for any reason; or

GENERAL CONDITIONS (Continued)

- 9.1.4 the Contractor fails for any reason to provide the Authority with an acceptable renewal or replacement bond or letter of credit within the time period specified by a provision of this Contract; or
- 9.1.5 the Contractor shall become insolvent, or shall take the benefit of any present or future insolvency statute, or shall make a general assignment for the benefit of creditors, or file a voluntary petition in bankruptcy or a petition or answer seeking an arrangement for its reorganization, or the readjustment of its indebtedness under the Federal Bankruptcy laws, or under any other law or statute of the United States or any State thereof, or shall consent to the appointment of a receiver, trustee or liquidator of all or substantially all of its property; or
- 9.1.6 the Contractor shall have a petition under any part of the Federal Bankruptcy laws, or an action under any present or future insolvency laws or statute, filed against it, which petition is not dismissed within thirty (30) days after the filing thereof; or
- 9.1.7 there is any assignment by the Contractor of this Contract or any of Contractor's rights and obligations hereunder for which the Authority has not consented in writing; or
- 9.1.8 the Contractor shall default on any other agreement entered into by and between Contractor and the Authority,

then, in its discretion, the Authority shall have the right to terminate this Contract for default, which termination shall be effective upon delivery of written notice of such termination to the Contractor. In the event that the Authority terminates this Contract for default, or the Contractor abandons or wrongfully terminates the Contract, the Contractor shall be paid for compensation earned to the date of termination or abandonment (but Authority shall have the right to reduce by off-set any amounts owed to Contractor hereunder or under any other Contract or obligation by the amount of the Authority's damages and any amounts owed by Contractor to Authority), but Contractor shall not be compensated for any profits earned or claimed after the receipt of the Authority's notice of termination by default or after abandonment or wrongful termination. The Authority's election to terminate or not to terminate this Contract in part or whole for Contractor's default shall in no way be construed to limit Authority's right to pursue and exercise any other right or remedy available to it pursuant to the terms of the Contract or otherwise provided by law or equity.

- 9.2 Notwithstanding anything else herein contained, the Authority may terminate this Contract in whole or in part at any time for its convenience by giving the Contractor thirty (30) days written notice. In that event, the Contractor shall proceed to complete any part of the work, as directed by the Authority, and shall settle all its claims and obligations under the Contract, as directed by the Authority. The Contractor shall be compensated by the Authority in accordance with the provisions hereof, including in particular Section 2 of these General Conditions, provided, however, that in no event shall Contractor be entitled to compensation for work not performed or for anticipatory profits. Contractor shall justify its claims, as requested by the Authority, with accurate records and data.

GENERAL CONDITIONS (Continued)

10. AUTHORITY'S AUTHORIZED REPRESENTATIVE:

During the term of this Contract, the Authority's Executive Director or designee may from time to time designate an individual to serve as Authority's Authorized Representative (AAR) (and an Assistant AAR designated to serve in that capacity in the absence of the AAR) who shall have such authority to act on the Authority's behalf as the Authority's Executive Director may from time to time actually delegate to such person, but in no event shall the AAR have authority to modify or terminate this Contract, or make final decisions with respect to amendments, time extensions, assignments, cost or payment adjustments or payment disputes.

11. ASSIGNMENT:

Neither this Contract nor any of the Contractor's rights or obligations hereunder may be assigned by the Contractor without the Authority's prior written consent, which consent may be granted or withheld in the Authority's sole discretion. Any transfer of this Contract by merger, consolidation or liquidation, or (unless the stock of the Contractor is traded on a national stock exchange or in a generally recognized over the counter securities market) any change in ownership of or power to vote a majority of the outstanding voting stock or ownership interests of the Contractor shall constitute an assignment of this Contract for purposes of this Section. In the event the Contractor assigns or subcontracts or attempts to assign or subcontract any right or obligation arising under this Contract without the Authority's prior written consent, the Authority shall be entitled to terminate this Contract pursuant to the provisions of Section 9 hereof.

12. NOTICES:

12.1 All notices or other writings which the Authority is required or permitted to give to the Contractor may be hand delivered, mailed via U.S. Certified Mail, or sent next-day delivery by a nationally-recognized overnight delivery service to the Contractor's address set forth in the Bid. Any such notice shall be deemed to have been delivered upon actual delivery, or one (1) day following submission to a nationally-recognized overnight delivery service for next day delivery to Contractor, or three (3) days following submission to Contractor by U.S. Certified Mail.

12.2 All notices or other writings which the Contractor is required or permitted to give to the Authority may be hand delivered to the Executive Director, mailed via U.S. Certified Mail, or sent next-day delivery by a nationally-recognized overnight delivery service. Any such notice shall be deemed to have been delivered upon actual delivery, or one (1) day following submission to a nationally-recognized overnight delivery service for next day delivery to Authority, or three (3) days following submission to Authority by U.S. Certified Mail. Any such notice shall be sent to:

The Greater Orlando Aviation Authority
ATTN: Executive Director
Orlando International Airport
One Airport Boulevard
Orlando, Florida 32827-4399

GENERAL CONDITIONS (Continued)

- 12.3 Either party may change its notice address by written notice to the other given as provided in this section.

13. NONDISCRIMINATION:

- 13.1 During the performance of this Contract, the Contractor, for itself, its assignees and successors in interest agrees as follows:

13.1.1 **Compliance with Regulations.** The Contractor shall comply with the Regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (herein after referred to as the "Regulations"), which are herein incorporated by reference and made a part of this Contract.

13.1.2 **Nondiscrimination.** The Contractor, with regard to the work performed by it during the Contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of any subcontractor, including procurement of materials and leases of equipment. The Contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the Contract covers a program set forth in Appendix B of the Regulations.

13.1.3 **Solicitations for Subcontracts, Including Procurement of Materials and Equipment.** In all solicitations either by competitive proposing or negotiation made by the Contractor for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this Contract and the Regulations relative to nondiscrimination on the grounds of race, color or national origin.

13.1.4 **Information and Reports.** The Contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources or information, and its facilities as may be determined by the Authority or the TSA to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify to the Authority or the TSA, as appropriate, and shall set forth what efforts it has made to obtain the information.

13.1.5 **Sanctions for Noncompliance.** In the event of the Contractor's noncompliance with the nondiscrimination provisions of this Contract, the Authority shall impose such Contract Sanctions as it or the TSA may determine to be appropriate, including but not limited to:

13.1.5.1 Withholding of payments to the Contractor under the Contract until the Contractor complies, and/or

GENERAL CONDITIONS (Continued)

13.1.5.2 Cancellation, termination or suspension of the Contract, in whole or in part.

13.1.6 **Incorporation of Provisions.** The Contractor shall include the provisions of subsections 13.1.1 through 13.1.5 in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The Contractor shall take such action with respect to any subcontract or procurement as the Authority or the TSA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Contractor may request the Authority to enter into such litigation to protect the interest of the Authority and, in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

13.2 The Contractor assures Authority that it will comply with the pertinent statutes, Executive Orders and such rules as are promulgated to assure that no person shall, on the grounds of race, creed, color, national origin, sex, age, marital status, or handicap be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision shall bind the Contractor from the period beginning with the initial solicitation through the completion of the Contract.

14. COPYING DOCUMENTS:

Contractor hereby grants the Authority and its agents permission to copy and distribute any and all materials and documents contained in, comprising, or which are otherwise submitted to Authority with or in connection with the Contractor's Bid or which are contained in the Contract Documents (the "Submittals"). The permission granted by the Contractor shall be on behalf of the Contractor and any and all other parties who claim any rights to any of the materials or documents comprising the Submittals. Such permission specifically authorizes the Authority and its agents to make and distribute such copies of the Submittals or portions thereof as may be deemed necessary or appropriate by Authority for its own internal purposes or for responding to requests for copies from any member of the public regardless of whether the request is specifically characterized as a public records request pursuant to Chapter 119, Florida Statutes. This provision shall survive the expiration or termination of the Contract.

15. GENERAL PROVISIONS:

15.1 The Contract Documents consist of the Contract, the Bid Forms, the Instructions to Bidders, the Invitation for Bids, all Addenda issued prior to execution of this Contract, these General Conditions and the Specifications. Together, these documents comprise the Contract and all the documents are fully a part of the Contract as if attached to the Contract or repeated therein. Precedence of the Contract Documents shall be as follows: (i) addenda to the Contract Documents, (ii) the Contract, (iii) the General Conditions (iv) the Bid Forms, (v) the Instructions to Bidders, (vi) the Specifications, and (vii) the Invitation.

15.2 This Contract represents the entire agreement between the parties in relation to the subject matter hereof and supersedes all prior agreements and understandings

GENERAL CONDITIONS (Continued)

between such parties relating to such subject matter, and there are no contemporaneous written or oral agreements, terms or representations made by any party other than those contained herein. No verbal or written representations shall be relied upon outside the Contract terms and amendments. Without exception, all deletions or additions to the scope of work will be set forth in a written amendment to this Contract. No amendment, modification, or waiver of this Contract, or any part thereof, shall be valid or effective unless in writing signed by the party or parties sought to be bound or charged therewith; and no waiver of any breach or condition of this Contract shall be deemed to be a waiver of any other subsequent breach or condition, whether of a like or different nature.

- 15.3 The Contractor shall, during the term of this Contract, repair any damage caused to real or personal property of the Authority and/or its tenants, wherever situated on the Airport, caused by the intentional, reckless, or negligent acts or omissions of the Contractor's officers, agents, or employees, and any subcontractors and their officers, agents, or employees, or, at the option of the Authority, the Contractor shall reimburse the Authority for the cost of repairs thereto and replacement thereof accomplished by or on behalf of the Authority.
- 15.4 Contractor warrants to the Authority that no work performed or materials purchased pursuant to the Contract, whether by, from, or through the Contractor or a subcontractor, shall cause any claim, lien or encumbrance to be made against any property of the Authority, and the Contractor shall indemnify and save the Authority harmless from and against any and all losses, damages and costs, including attorneys' fees, with respect thereto. If any such claim, lien or encumbrance shall be filed, the Contractor shall, within thirty (30) days after notice of the filing thereof, cause the same to be discharged of record by payment, deposit, bond, order of a court of competent jurisdiction or otherwise. This provision shall survive the expiration or termination of the Contract.
- 15.5 The language of this Contract shall be construed according to its fair meaning, and not strictly for or against either the Authority or the Contractor. This Contract shall be deemed to be made, construed and performed according to the laws of the State of Florida. Any suit or proceeding initiated for the purpose of interpreting or enforcing any provision of this Contract or any matter in connection therewith shall be brought exclusively 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.
- 15.6 The section headings herein are for the convenience of the Authority and the Contractor, and are not to be used to construe the intent of this Contract or any part hereof, or to modify, amplify, or aid in the interpretation or construction of any of the provisions hereof.
- 15.7 The use of any gender herein shall include all genders, and the use of any number shall be construed as the singular or the plural, all as the context may require.

GENERAL CONDITIONS (Continued)

- 15.8 The delay or failure of the Authority at any time to insist upon a strict performance of any of the terms, conditions and covenants herein shall not be deemed a waiver of that breach or any subsequent breach or default in the terms, conditions, or covenants of this Contract. Contractor shall not be relieved of any obligation hereunder on account of its failure to perform by reason of any strike, lockout, or other labor disturbance.
- 15.9 If the Authority shall, without any fault, be made a party to any litigation commenced between the Contractor and a third party arising out of the Contractor's operations and activities at the premises, then the Contractor shall pay all costs and reasonable attorney's fees incurred by or imposed upon the Authority in connection with such litigation for all trial and appellate proceedings. The Authority shall give prompt notice to the Contractor of any claim or suit instituted against it by such third party. The provisions of this Section supplement and are not intended to be in lieu of the indemnification provisions of Section 5 hereof. The provisions of this Section shall survive the acceptance of the services and payment therefor, and the expiration or earlier termination of this Contract.
- 15.10 The Authority shall have the right to recover from Contractor all of the Authority's costs and expenses incurred in enforcing the provisions of this Contract including, but not limited to, (1) the cost of administrative investigation and enforcement (including, without limitation, audit fees and costs, attorneys' fees) and (2) the cost of any trial, appellate or bankruptcy proceeding (including, without limitation, investigation costs, audit fees and costs, attorneys' fees, court costs, paralegal fees and expert witness fees). This provision shall survive the expiration or termination of the Contract.
- 15.11 The Contractor shall not during the term of the Contract knowingly hire or employ (on either a full-time or part-time basis) any employee of the Authority. Contractor's and subcontractor's employees while in uniform shall not loiter in the public areas of the Airport.
- 15.12 The Contractor shall be required, during the term of the Contract, at no additional cost to the Authority, to take such reasonable security precautions with respect to its operations at the Airport as the Authority in its discretion may from time to time prescribe. The Contractor shall comply with all regulations, rules and policies of any governmental authority, including the Authority, relating to security issues.
- 15.13 The Authority may, but shall not be obligated to, cure, at any time, upon five (5) days written notice to Contractor (provided, however, that in any emergency situation the Authority shall be required to give only such notice as is reasonable in light of all the circumstances), any default by the Contractor under this Contract; whenever the Authority so cures a default by the Contractor, all costs and expenses incurred by the Authority in curing the default, including, but not limited to, reasonable attorneys' fees, shall be paid by the Contractor to the Authority on demand.
- 15.14 The Authority shall, in its discretion, be entitled to deduct from the compensation to which the Contractor is otherwise entitled hereunder, an amount equal to any liabilities of the Contractor to the Authority which are then outstanding. In the event that additional work beyond the scope of this Contract is requested by the Executive

GENERAL CONDITIONS (Continued)

Director and it results in any extra charges to the Authority, Contractor shall so advise the Authority in writing of the amount of the extra charges. The Authority is not required to pay any extra charges for additional work unless such work and the charges therefor have been approved in advance and have been confirmed in writing within twenty-four (24) hours by the Executive Director, in his or her exclusive discretion.

- 15.15 Contractor is an independent contractor and nothing contained herein shall be construed as making the Contractor an employee, agent, partner or legal representative of the Authority for any purpose whatsoever. The Contractor acknowledges that it does not have any authority to incur any obligations or responsibilities on behalf of the Authority, and agrees not to hold itself out as having any such authority. Nothing contained in this Contract shall be construed to create a joint employer relationship between Authority and Contractor with respect to any employee of Contractor or of its subcontractors.
- 15.16 Contractor and its subcontractors, if any, shall maintain complete and accurate books and records in accordance with generally accepted accounting principles, consistently applied, and shall be in a form reasonably acceptable to the Authority's Executive Director or designee. Contractor and its subcontractors shall account for all expenses of any nature related to transactions in connection with this Contract in a manner which segregates in detail those transactions from other transactions of the Contractor and subcontractors and which support the amounts reported and/or invoiced to the Authority. At a minimum, Contractor's and subcontractor's accounting for such expenses and transactions shall include such records in the form of electronic media compatible with or convertible to a format compatible with computers utilized by the Authority at its offices; a computer run hard copy; or legible microfilm or microfiche, together with access to the applicable reader. All such books and records and computerized accounting systems, shall upon reasonable notice from Authority be made available in Orange County, Florida, for inspection, examination, audit and copying by Authority through and by its duly authorized representatives at any time for up to four (4) years after the year to which books and records pertain. Such inspection, examination, or audit may include, but is not limited to a review of the general input, processing, and output controls of information systems, using read only access, for all computerized applications used to record financial transactions and information. Contractor and subcontractor shall freely lend its own assistance in a timely manner in making such inspection, examination, audit, or copying and, if such records are maintained in electronic and other machine readable format, shall provide the Authority and/or its representative such assistance as may be required to allow complete access to such records. The Executive Director may require Contractor and subcontractors to provide other records the Executive Director, in his or her sole discretion, deems necessary to enable the Authority to perform an accurate inspection, examination or audit of expenses incurred in and transactions related to performance of this Contract. Such records shall be provided within thirty (30) days of request thereof. In the event that expenses incurred or reimbursed are found by such inspection, examination, or audit to have been overpaid, Contractor and its subcontractors agree that such amounts shall be payable to the Authority. If, prior to the expiration of the above-stated four (4) year record retention period, any audit or investigation is commenced by the Authority, or any claim is made or litigation commenced relating to this Contract by the Authority, the Contractor, or a third party, the Contractor shall continue to maintain all such

GENERAL CONDITIONS (Continued)

shall continue to maintain all such records, and the Authority shall continue to have the right to inspect such records in the manner stated above, until the inspection, examination, audit, claim, or litigation is finally resolved (including the determination of any and all appeals or the expiration of time for an appeal). This provision shall survive the expiration or earlier termination of this Contract. In the event of any conflict between any provision of this Contract and generally accepted accounting principles or generally accepted auditing standards, the provisions of this Contract shall control even where this Contract references such provisions or standards. In particular, without limitation, Contractor and subcontractors shall maintain all records required under this Contract to the full extent required hereunder, even if some or all such records would not be required under such generally accepted accounting principles or auditing standards. If as a result of an inspection, examination or audit, it is established that amounts are due from the Contractor to the Authority, Contractor shall forthwith, upon written demand from the Authority, pay the Authority such amount, together with interest on the amount due at the rate of eighteen (18%) percent per annum, or if less, the maximum rate of interest allowed by law, from the date such additional amounts were overpaid by the Authority. Further if such inspection, examination or audit establishes that the Contractor has over billed such amounts for any Contract period by two (2%) percent or more, then the entire expense of such inspection, examination or audit shall be paid by the Contractor.

- 15.17 Contractor and subcontractors shall prepare and provide the Authority with all detailed reports as required under the Contract on a timely basis. The Authority reserves the right to modify the reporting procedures or the form and content of any report as it deems necessary.
- 15.18 There are no third party beneficiaries to this Contract and nothing contained herein shall be construed to create such.
- 15.19 Time is of the essence for the performance of each of Contractor's obligations under this Contract.
- 15.20 In computing any period of time established under this Contract, except as otherwise specified herein the word "days," when referring to a period of time that is ten (10) days or less means business days, and when referring to a period of time that is more than ten (10) days means calendar days. The day of the event, from which the designated period of time begins to run shall not be included. A business day is any day other than Saturday, Sunday, or Federal, State of Florida or Authority holidays.
- 15.21 Contractor agrees to perform all acts and execute all supplementary instruments or documents which may be reasonably necessary to carry out or complete the transaction(s) contemplated by this Contract.
- 15.22 Authority reserves the right to further develop, improve, repair and alter the airport and all roadways, parking areas, terminal facilities, landing areas and taxiways as it may reasonably see fit, free from any and all liability to Contractor for loss of business or damages of any nature whatsoever to Contractor occasioned during the making of such improvements, repairs, alterations and additions, including, but not limited to, any damages resulting from negligence of the Authority or its employees, agents or contractors.

GENERAL CONDITIONS (Continued)

- 15.23 Contractor and Authority hereby mutually waive any claim against each other and their respective members, officials, officers, agents and employees for damages (including damages for loss of anticipated profits) caused by any suit or proceedings brought by either of them or by any third party directly or indirectly attacking the validity of this Contract or any part thereof, or any addendum or amendment hereto, or the manner in which this Contract was solicited, awarded or negotiated, or arising out of any judgment or award in any suit or proceeding declaring this Contract, or any addendum or amendment hereto, null, void or voidable or delaying the same, or any part thereof, from being carried out.

* * * * * END OF GENERAL CONDITIONS * * * * *

**SPECIFICATION FOR
PRE-EMPLOYMENT BACKGROUND INVESTIGATION SERVICES**

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ATTACHMENT "A" - Subscriber Certification Of Use For Consumer Reports

SPECIFICATION

PART ONE - GENERAL

1.1 SCOPE OF WORK:

- 1.1.1 The Contractor shall provide all labor, supervision, equipment, facilities, supplies and skilled, qualified personnel, and all other items necessary or proper for, or incidental to, performing comprehensive pre-employment background investigation services at the Orlando International Airport ("OIA") in accordance with this Specification.
- 1.1.2 The Services shall include, but are not limited to, activities associated with the performance of Social Security Verifications, Criminal History Checks, Education Verifications, Licensing Verifications, and Employment Verifications, State Department of Motor Vehicle (DMV) Searches, and any and all subsequent reports and/or findings of a search, check, and/or verification.

1.2 REGULATIONS:

- 1.2.1 The Contractor shall comply with all applicable federal, state and local laws, ordinances, rules and regulations pertaining to the performance of the work specified herein, including without limitation, Fair Credit Reporting Act (15 USC 1681).
- 1.2.2 The Contractor shall obtain all permits, licenses and certificates, or any such approvals of plans or specifications as may be required by Federal, State and local laws, ordinances, rules and regulations, for the proper execution of the work specified herein.
- 1.2.3 During the performance of this Contract, Contractor shall keep current and, if requested by the Authority, provide copies of any and all licenses, registrations or permits required by applicable governing agencies. Contractor shall keep a copy of any and all licenses, registrations and permits on the job site while performing the Contract work.

1.3 WORK HOURS:

The Contractor shall provide Pre-Employment Background Investigation Services at the Contractor's facility during the Contractor's regularly scheduled business hours.

1.4 CONTRACTOR'S PERSONNEL:

- 1.4.1 Contractor will abide by all State and Federal regulations on wages and hours of an employee dealing with the employment relationship between Contractor and its subsidiaries or related parties and its employees, including but not limited to the Florida Human Relations Act, the Federal National Labor Relations Act, the Federal Fair Labor Standards Act, the Federal Civil Rights Act of 1964, as amended, and the Americans with Disabilities Act.

SPECIFICATIONS (Continued)

- 1.4.2 Contractor shall require all prospective employees to show proof of citizenship, or proof from the United States Immigration and Naturalization Service of valid entry permits and/or work permits for legal aliens and proof that such legal aliens are eligible to be employed in the United States.
- 1.4.3 Should the Contractor engage employees who are illiterate in English, it will be the Contractor's responsibility and obligation to train such employees to be able to provide the services being performed by them pursuant to any resulting investigation request.
- 1.4.4 Contractor shall maintain a drug-free workplace within the meaning of the Florida Drug-free Workplace Act. No employee shall be hired by a Contractor for work on Authority's premises prior to such employee having tested negative for drugs. In addition, existing employees of the Contractor must be subject to drug testing by the Contractor upon reasonable suspicion of drug use. Results of all such drug tests are to be retained by the Contractor. Copies shall be provided to the Authority, if requested.
- 1.4.5 The Contractor shall provide an adequate number of investigators who are thoroughly trained, certified and licensed to provide services in accordance with this Specification.

1.5 IDENTIFICATION AND ACCESS REQUIREMENT:

Not applicable.

1.6 ITEMS PROVIDED BY THE AUTHORITY:

- 1.6.1 The Authority shall provide the Contractor applicant's information in a written format by faxing, by e-mail, or by secure password protected web page or internet site. Such requests shall include the name of the individual, type(s) of searches, and the time and date by which the AAR would like to receive the requested report(s).
- 1.6.2 The Authority shall provide an Authorized Authority Representative (AAR) to resolve any applicant's issues.

1.7 WARRANTY:

Contractor shall maintain strict procedures intended to ensure the information is secure, current, accurate and complete.

1.8 ON-SITE COMMUNICATIONS:

Not Applicable.

PART TWO - PRODUCTS

2.1 MATERIALS:

Not applicable.

SPECIFICATIONS (Continued)

PART THREE - EXECUTION

3.1 PERFORMANCE REQUIREMENTS:

- 3.1.1 Contractor shall perform all of its obligations and functions under the Contract in accordance with Contract specifications, industry standards and manufacturers' specifications. The Contractor shall adjust and coordinate its activities to the needs and requirements of the Authority and perform its activities so as not to annoy, disturb, endanger, unreasonably interfere with or delay the operations or activities of the Authority.
- 3.1.2 Any work required beyond that which is specified herein shall be reported in advance to the AAR. At no time shall work beyond the scope be performed without prior written authorization from the AAR.
- 3.1.3 Contractor shall provide a process to ascertain if the qualifications and backgrounds of candidates for employment to the Authority positions are as claimed and to reduce the potential legitimacy of any claim of negligence against the Authority due to its hiring of any particular employee.
- 3.1.4 Contractor may have direct contact with the applicant, upon approval from the AAR, regarding any discrepancy and/or clarification in submitted requests. All coordination will be accomplished through the Authority Authorized Representative ("AAR").
- 3.1.5 Contractor shall make every reasonable effort to obtain complete information via telephone, fax, computer system, etc., as long as these efforts do not involve direct contact with the applicant. If done by mail, the Contractor shall provide a self-addressed stamped return envelope for the return of the information requested.
- 3.1.6 The Authority may prefer the ability to request and retrieve information via e-mail, a secure password protected web page, or a secured password protected internet site; however, other options for requesting and retrieving information will be considered.

3.2 TYPE OF SEARCHES:

The following type of searches may be requested as part of the Contractor's services in the background investigation check process:

3.2.1 Social Security Search (SSS):

3.2.1.1 The Contractor shall verify:

- 3.2.1.1.1 name;
- 3.2.1.1.2 social security number; and
- 3.2.1.1.3 addresses for the last seven (7) years.

SPECIFICATIONS (Continued)

3.2.2 Criminal History Checks:

- 3.2.2.1 The Contractor shall provide a state and nationwide criminal history for the past ten (10) years and county (as requested by the authority).
- 3.2.2.2 Criminal checks shall include county, state and federal felony and misdemeanor arrests and conviction information to include:
 - 3.2.2.2.1 date of charge or arrest;
 - 3.2.2.2.2 charge information;
 - 3.2.2.2.3 degree of charge;
 - 3.2.2.2.4 date of disposition; and
 - 3.2.2.2.5 disposition.

3.2.3 Education Verification:

- 3.2.3.1 The Contractor shall verify the highest degree of education obtained by the applicant and/or the degrees obtained by the applicant that are required by the position.
- 3.2.3.2 If the highest level of education cannot be verified, the Contractor shall contact the Authority for approval to verify the next lowest level of education.
- 3.2.3.3 National and/or international education searches shall be verified as required.
- 3.2.3.4 Education verification shall include:
 - 3.2.3.4.1 date of attendance;
 - 3.2.3.4.2 date of graduation;
 - 3.2.3.4.3 degree earned;
 - 3.2.3.4.4 major and minor course of study; and
 - 3.2.3.4.5 name of the contact person who provided the information (and contact information for such contact person).

3.2.4 Licensing Verification (Only as requested):

Contractor shall include:

- 3.2.4.1 date of certification;
- 3.2.4.2 type of license;
- 3.2.4.3 license number;
- 3.2.4.4 license status;
- 3.2.4.5 expiration date;
- 3.2.4.6 renewal date; and
- 3.2.4.7 name of the contact person who provided the information (and contact information for such contact person).

SPECIFICATIONS (Continued)

3.2.5 Employment Verification:

- 3.2.5.1 The Contractor shall obtain information concerning the applicant's former employment (both domestic and international) for the five (5) year period immediately preceding the date of the request.
- 3.2.5.2 The information shall include the name of the contact person who provided the information (and the contact information for such contact person).
- 3.2.5.3 If employment information provided on the application is incorrect, the Contractor will try all lawful means necessary to get correct information. If correct information cannot be obtained, the Contractor shall contact the Authority for direction.
- 3.2.5.4 The following information regarding employment shall be included:
 - 3.2.5.4.1 dates of employment;
 - 3.2.5.4.2 position title;
 - 3.2.5.4.3 salary;
 - 3.2.5.4.4 performance overview;
 - 3.2.5.4.5 reason for separation;
 - 3.2.5.4.6 rehire eligibility; and
 - 3.2.5.4.7 name of the contact person who provided the information (and the contact information for such contact person).

3.2.6 Department of Motor Vehicle (DMV) Records:

- 3.2.6.1 The Contractor shall research the applicant's DMV records and provide DMV record reports.
- 3.2.6.2 DMV records shall include current driving status and complete driving history on all licenses held within seven (7) years immediately preceding the request, to include specific information on violations, suspensions and convictions.

3.3 CREDIT REPORTING LAWS:

- 3.3.1 The Authority agrees to provide Contractor a signed Subscriber Certification of Use for Consumer Reports required by the Fair Credit Reporting Act as amended by the Consumer Credit Reporting Act of 1996. The Contractor shall provide Authority with the appropriate form for execution by the Authority (see Attachment "A", Page S-8 and Page S-9).
- 3.3.2 The Authority agrees to order Consumer Reports and/or Investigative Consumer Reports, as defined by the Fair Credit Reporting Act, only when intended to be utilized for employment process.
- 3.3.3 Contractor shall provide updates to the Authority of changes in laws, technology and best practices related to background check investigations.

SPECIFICATIONS (Continued)

3.4 REPORTS:

3.4.1 Reports should be legible, detailed and easy to understand. All supporting information such as phone numbers and contact personnel must be indicated on the report.

3.4.2 Time is of the essence in the performance of this Contract and background information must be available in a timely manner. Not To Exceed (NTE) turnaround times (from receipt of initial request) are subject to State and legal restrictions.

3.4.3 Delivery of requested reports shall not exceed seventy-two (72) business hours from receipt of initial request.

3.5 RECORDKEEPING:

Contractor shall maintain a duplicate off-site storage system to ensure safety and security of all records and reports. The Contractor shall maintain records so that disclosure of information to unauthorized persons does not occur.

3.6 CONFIDENTIALITY:

Confidentiality shall be maintained in accordance with federal and state requirements.

3.7 SAFETY AND PROTECTION:

Contractor shall be solely and completely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the work. The Contractor shall take all necessary precautions for safety of, and shall provide the necessary protection to prevent injury to, all employees on the work site and other persons including but not limited to, the general public who may be affected thereby.

* * * * * END OF SPECIFICATIONS * * * * *

ATTACHMENT "A"

SUBSCRIBER CERTIFICATION OF USE FOR CONSUMER REPORTS

In compliance with the federal Fair Credit Reporting Act as amended by the Consumer Credit Reporting Reform Act of 1996 (the "Act"), the **GREATER ORLANDO AVIATION AUTHORITY**, a public and governmental body existing under and by virtue of the laws of the State of Florida (hereafter referred to as "the Authority" or "User"), with a business address at Orlando International Airport, One Airport Boulevard, Orlando, Florida 32827-4399, hereby certifies to _____, (the "Contractor"), with a business address at _____ (Authority and Contractor sometimes collectively referred to herein as the "Parties"), that it will comply with the following provisions:

1. User will order consumer reports and/or investigative consumer reports from _____ for employment screening purposes only.
2. User will ensure that prior to procurement or causing the procurement of a consumer report for employment purposes:
 - a. A clear and conspicuous disclosure that a consumer report may be obtained for employment purposes has been made in writing to the consumer (job applicant) before ordering the report from the Contractor. The disclosure will be made in a document that consists solely of that disclosure.
 - b. The consumer (job applicant) has authorized in writing the procurement of the report by the Authority.

In user a consumer report for employment purposes, before taking any adverse action based in whole or in part on the report, User shall provide to the applicant to whom the report relates:

- A copy of the report; and
- A description in writing of the rights of the consumer under the Act, a copy of which is attached hereto ("Summary of Consumer Rights").

If employer, vendor, or personal references are requested, User recognizes that these are defined as "investigative consumer reports". In addition to, Section 2a and Section 2b, as outlined above, the Authority will provide a "Summary of Consumer Rights" to the applicant at the time the candidate signs the Disclosure and Authorization forms.

The information from the consumer report will not be used in violation of any applicable federal or state equal employment opportunity law or regulation.

SPECIFICATIONS (Continued)

IN WITNESS WHEREOF, the Authority acknowledges receipt of the Summary of Consumer Rights the day and year first mentioned below.

GREATER ORLANDO AVIATION AUTHORITY,

ATTEST

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____