



City of Tampa
Jane Castor, Mayor

Purchasing Department
DeAnna Faggart, NIGP-CPP, CPPO, CPPB, Director
2555 E Hanna Avenue
Tampa, Florida 33610

Office (813) 274-8351
Fax: (813) 274-8355

ALL FIRMS ON RFP LIST

REF: City of Tampa RFP, dated JULY 25, 2025
RFP for Furnishing: BACKGROUND INVESTIGATION SERVICES, RFP #25-P-00283
To Be Opened: AUGUST 25, 2025
SUBJECT: ADDENDUM NO. 1 AUGUST 19, 2025

Below are Questions & Answers from OpenGov:

Q. Is attendance to the PRE-PROPOSAL CONFERENCE mandatory

A. No

Q. Which agency is the incumbent

A. AccuSource

Q. What is the typical monthly or annual background check order volume?

A. Approximately 500 background checks are done annually. This number can fluctuate based on the number of positions filled. There is no guarantee of the amount.

Q. Do these forms need to be completed if no subcontractors will be used?

A. Yes, you still need to fill out the top and sign the bottom or you'll be deemed non-responsive.

Q. Will there be a virtual option to attend the pre-proposal conference?

A. No.

Q. The Scope of Work references an NCIC (National Crime Information Center) search. Since access to NCIC is restricted to criminal justice agencies, can the City clarify whether an alternative—such as a comprehensive national criminal database search combined with sex offender and federal checks—would be acceptable to meet this requirement?

A. A comprehensive national criminal database search and an included sex offender and federal check would suffice.

Q. Will the City consider proposals for a subset of the requested services, or is the intent to award to a single provider that can fulfill all components listed in the Scope of Work?

A. Single provider.

Q. Are you seeking package pricing or A La Carte with optional orders, as you may require for the job title? If you are seeking packages, tailored to specific job title/s...can you describe the package/s and required orders for each package?

A. A La carte. All background requests are not the same.

Q. Regarding Section 2.2 (Scope of Work) and Section 2.7 (Required Services), can the City clarify what is meant by “False Identity” and “Social Security Cross Number checks”? Specifically, would the City consider a comprehensive SSN Trace and Address History search sufficient for this requirement, or is a more advanced identity validation method expected (such as a Consent-Based Social Security Number Verification or similar tool that confirms SSN-holder match directly with the SSA)? We want to ensure we align with the City's expectations for this service category.

A. In reference to false identity; if and when there is a situation where there are questions as to whether background results truly match our candidate due to a common name or when the candidate asserts that their identity was stolen, our goal is to use additional methods to determine accurate results. Typically, an SSN trace will verify and confirm information. However, if further questions remain or if the candidate still asserts that results are incorrect, we are hopeful that further investigation provides the necessary clarity.

Q. In Section 2.2, the Scope of Work indicates that searches should be reported back to the City within 48 hours of receiving the request, except in cases of delays that are communicated immediately. Can the City confirm whether this 48-hour turnaround requirement applies to all services listed in the RFP, including those that typically require third-party or manual verification (such as education, employment, and professional license verifications), or if it is intended to apply only to criminal record searches?

A. Our goal would be to have all reports available within 48 hour. If a proposer is unable to meet this goal (in whole or in part) the proposer should include an explanation as to why they cannot meet the goal and also communicate how long they would take to complete the goal.

Q. Is there a tracking system that the City of Tampa requires an employment screening vendor to integrate with? Are you open to sharing that the City of Tampa is going to issue an RFP to solve any current pain points?

A. The ability for a background vendor's system to integrate with the City's ATS is not a requirement, but would potentially be an added bonus. The current applicant tracking system is JobAps, but that could change within the next year.

Q. There is mention of the vendor to act as the City's CDL Clearinghouse designee if possible. Are you looking for a vendor to handle other CDL/FMCSA-regulated screening options? For example, DOT Employment Verifications, DQ Files, Drug Testing, etc?

A. If allowed, the City would like to explore a vendor's ability to act on the City's behalf to facilitate the CDL Clearinghouse process during the pre-hire process to determine CDL status and any additional requirements.

Q. For the "Price Proposal" response, the document that is attached is listed as a "place holder." Is this correct, meaning we should submit pricing in our own proposal format?

A. Yes, correct.

Acknowledgement of this Addendum is required if a proposal is being submitted. Refer to the RFP package under Section 3.2, Addendum and Amendment to RFP.

Acknowledgement of this Addendum is required. Please sign and return with your bid response. Failure to **return this signed Addendum shall result in your bid being deemed as "non-responsive."**

Firm Name: _____

Authorized Signature: _____ Date: _____

Sincerely,



DeAnna Faggart, NIGP-CPP, CPPO, CPPB



City of Tampa

REQUEST FOR PROPOSALS (RFP) FOR
Background Investigation Services
25-P-00283

Human Resources & Talent Development

Michelle Estevez, Senior Procurement Analyst

2555 E. Hanna Ave.

Tampa, FL 33610

Phone: (813) 274-8836

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1. NOTICE

1.1. REQUEST FOR PROPOSALS

Sealed proposals for Background Investigation Services, RFP # 25-P-00283 will be received by the Director of Purchasing, City of Tampa, until Monday, August 25, 2025: 2:00 pm: then to be opened.

In accordance with the Americans with Disabilities Act ("ADA") and Section 286.26, Florida Statutes, persons with disabilities needing a reasonable accommodation to participate in these public hearings or meetings should contact the City of Tampa's ADA Coordinator at least 48 hours prior to the proceeding. The ADA Coordinator may be contacted by phone at 813-274-3964, email at TampaADA@tampagov.net, or by submitting an ADA - Accommodations Request online form available at <https://tampagov.net/ADARequest>. Please note that the City of Tampa may not be able to accommodate any request received less than 48 hours before the scheduled hearing or meeting.

Attached are important instructions and specifications regarding responses to this Request for Proposals. **Failure to follow these instructions may result in Proposer's disqualification.**

Questions regarding Vendor Registration, accessing RFP documents or submission assistance within the OpenGov eProcurement Portal shall be directed to procurement-support@opengov.com. Reference RFP # and name in email subject line. Questions pertaining to the RFP document/specifications will be accepted up to ten days prior to the scheduled opening date and time and shall be submitted within the OpenGov Portal. **Per the City of Tampa's Communication Policy during any solicitation period including any protest and/or appeal**, there should be no contact with City officials or employees, other than Michelle Estevez (michelle.estevez@tampagov.net) permitted from any Proposer. Such communication shall result in an automatic disqualification for selection in the pending solicitation and any subsequent City solicitations for a period of six (6) months, no matter the outcome of the solicitation or any protest and/or appeal.

Proposals shall be accepted no later than the time and date specified above. The RFP Opening shall be thereafter and published on the OpenGov portal. All proposals received after the due date and time shall be rejected. Offers by mail, hand delivery or express mail, telephone, email or transmitted by facsimile (FAX) machine are not acceptable. All submittals are uploaded electronically into the OpenGov eProcurement Portal. No file shall have a special character. No proposal may be withdrawn or modified after the time fixed for the opening of proposals.

Electronic submittals shall be performed in the OpenGov Portal via link <https://procurement.opengov.com/portal/cityoftampa>. To ensure that an electronic submittal is received by the opening date and time, it is recommended that the Proposer submit their documents with adequate time allowed prior to the deadline. Proposer shall receive an email confirmation of their proposal submittal after clicking on the "Submit" button in the portal. The Proposer shall be responsible for confirming that their submittal is received by the deadline. Any submittal received after the closing date and time will not be considered.

1.2. PRE-PROPOSAL CONFERENCE

A PRE-PROPOSAL CONFERENCE will be held at 9:00 am Friday, August 8, 2025, at Tampa Municipal Office Building 306 E. Jackson Street 5th Floor Conference Room Tampa, FL 33602 to discuss the above referenced subject.

BRING A COPY OF THIS RFP TO THE MEETING.

City of Tampa buildings are controlled access buildings, and all visitors are required to obtain a Visitor's Pass prior to entering.

1.3. INSTRUCTIONS

City of Tampa solicitations are issued electronically via the OpenGov eProcurement Portal. Obtaining solicitations through the portal will ensure that proposers will have the following capabilities: receipt of solicitation documents electronically, track the status of solicitation award activity, receive addenda, receive the results of solicitation awards and view plans and blueprints online electronically. Proposers who obtain specifications and plans from sources other than OpenGov are cautioned that the solicitation packages may be incomplete. The City will not accept incomplete proposals. Contact OpenGov at procurement-support@opengov.com for more information.

The City is not responsible for errors and omissions occurring in the transmission or downloading of any solicitation documents, plans, or specifications from the OpenGov eProcurement Portal. OpenGov has no affiliation with the City of Tampa other than as a service that facilitates communication and solicitation submittals between the City and its proposers. OpenGov is an independent entity and is not an agent or representative of the City. Communications to OpenGov does not constitute communications to the City. Contact OpenGov at procurement-support@opengov.com for more information.

Proposers discovering any ambiguity, conflict, discrepancy, omission, or other error in this RFP, shall immediately notify the City of such error in writing and request modification or clarification of the RFP within the OpenGov eProcurement Portal. Modifications will be made by issuing an addendum and will be given by written notice to all prospective Proposers who received an original RFP from OpenGov (those who are on the Plan Holders List). Addenda will be posted and disseminated by OpenGov at least five days prior to this RFP opening date. The Proposer is responsible for clarifying any ambiguity, conflict, discrepancy, omission, or other error in the RFP prior to submitting the offer or it shall be deemed waived.

Tabulations (results) will be posted in the OpenGov eProcurement Portal and made available to proposers after the scheduled public opening of the sealed proposals.

The Proposer shall comply with the applicable requirements of Federal and state laws, all Codes and Ordinances of the City of Tampa as amended from time to time and any applicable professional regulations.

The Proposer is expected to carefully examine the entire solicitation package, including but not limited to all the provisions, terms, and conditions. **Failure to do so will be at the Proposer's risk.**

2. SCOPE OF SERVICES

2.1. Introduction/Summary

The City of Tampa ("City") Is soliciting written proposals for employment-related background information checking services for the Human Resources Department. The City wants to secure an award that provides accurate background information in an effective and efficient manner while keeping costs to a minimum. It is essential that the Successful Proposer provide access to their software to submit and retrieve information and provide related training to implement the services. The software shall be compatible with Windows 11. Integration with the City's Applicant Tracking System is not required, but would be an added benefit.

2.2. SCOPE OF WORK

The estimated volume of pre-employment checks is 500 per year, but no minimum number is guaranteed. City staff will enter customized requests via the approved vendors website to request a specific based on the job the candidate has applied for. Record checks are to be conducted by current name, maiden name, and any alias used. In addition, an SSN trace should be used to determine the states the candidate has lived in and record checks will be performed in those states.

1.1 Criminal Record Search: Criminal record checks in the State of Florida in all cases and in other states on a selected basis. Criminal Record Searches shall be done for an applicant's lifetime and include: misdemeanor or felony criminal convictions, all sex offenses and any pending cases. The City is aware that some states will only provide records back to a limited time period. If this is the case, the approved vendor would pull record as far back as possible. The searches shall be reported back to the City' within 48 hours of receiving the request for search during normal business hours, excluding holidays. However, If the Successful Proposer encounters any problems regarding an applicant's search, the Successful Proposer shall notify the City immediately with the reason for the delay in providing the requested information and the anticipated delivery. In addition to Florida criminal record checks please provide pricing for the following:

- NCIC Check (National Crime Information Center)
- National Sex Offender Registry Search

1.2 Driver's License Record: Driver's license histories for out of state regular operators and commercial drivers. Act as the City's CDL Clearinghouse designee if possible.

1.3 The following services shall be required on a limited basis:

- Credit Reports: Standard individual credit histories.
- Educational Verification: Confirmation of educational and professional credentials.
- Previous Employment Verification; Confirmation of previous employment to cover the past five years.
- Military Service Verification

1.4 It shall be the Successful proposer's responsibility when processing an application to use the "due diligence" or "best effort" methods/approaches for the criminal record search.

1.5 The City reserves the right to request additional investigation services on an applicant, if necessary, at an additional cost to the City. The additional services may include, but are not limited to: False Identity, International and Social Security Cross Number checks.

2.3. PROPOSER SUBMITTALS

The following must be submitted in the proposal:

1. **Contract** Termination for Default. **Has the Proposer's company had a contract terminated for default in the last five years?** Termination for default is defined as notice to stop performance which was delivered to the Proposer due to the

Proposer's non-performance or poor performance and the issue of performance was either not litigated due to inaction on the part of the Proposer; or litigated and determined that the Proposer was in default. If the company has had a contract terminated for default in this period, submit full details including the other party's name, address, and the phone number. **Present the company's position on the matter.** City Representative will evaluate the facts and may, at its sole discretion, reject the RFP on the grounds of its past experience.

2. Contract Litigation/Legal Proceedings. The Proposer shall identify any pending lawsuits, past litigation relevant to subject matter of this RFP, providing a statement of any litigation or pending lawsuits that have been filed against the Company in the last five years. If an action has been filed, state and describe the litigation or lawsuit filed, and identify the court or agency before which the action was instituted, the applicable case or file number, and the status or disposition for such reported action. If no litigation or lawsuit has been filed against the company, provide a statement to that effect.

2.4. QUALIFICATIONS

1. Proposers will be asked to bring a high level of expertise and experience in complete background investigation services.

2. The Proposer must submit the following with their proposal:

- Resume and Qualifications of the individual(s) that will be working on the City's account.
- Provide the costs associated for each type of search, along with any volume discounts, if applicable.
- Provide the information exchange methods to be used. List your firm's systems hardware and software requirements to interface with the City. The City shall be able to submit requests and receive responses on-line. Provide any associated costs.
- Provide a methodology of servicing the City's account.
- Provide staff training requirements, provisions and any associated costs.
- State your start-up time upon notification of award.
- Provide a sample of the report for each search including general Information on formatting options offered.

2.5. MANAGEMENT

If, during the course of the project, the Successful Proposer makes personnel changes, the City has the right of review, acceptance, and/or reject proposed substitute(s). **The City will make available the City's management team for interview and consultation** during plan(s) development and for review of the draft and final plans.

2.6. COORDINATION WITH THE CITY

The Successful Proposer shall identify the Project Manager to work in close coordination with the City. The City's Project Manager shall be the City's point of contact. The City shall approve any changes to the Project Manager or personnel assigned to the project.

During the term of the contract, the Project Manager shall meet **on-site with the City's Project Manager and/or other designated City officials** as necessary, for the purpose of discussing and coordinating work to be performed, or performance of work.

2.7. Required Services

1.1 Criminal Records Search: Perform criminal records search in the state of Florida in all cases and in other states specifically identified based on the candidate's prior residences. The search should go back to the applicant's eighteenth birthdate and cover to the current date. In addition, the vendor will check NCIC and the National Sex Offender Registry for records.

1.2 Driver's License Record: The vendor will be asked to verify the status of the applicant's driver's license and pull history from the last five years for applicant who apply for driving positions.

1.3 Additional Searches: On a limited basis, the vendor may be asked to provide records for the following: Credit Report, Education Verification, Military Service and previous employment verification.

1.4 It shall be the successful proposer's responsibility when processing an application to use the due diligence or best effort methods/approach for the criminal history search.

1.5 The City reserves the right to request additional investigation services on an applicant, if necessary at an additional cost to the City. The additional services may include, but are not limited to: false identity, International and Social Security Cross Number checks.

2.8. Project Timeline or Milestones

Current contract expires 12/20/2025.

3. GENERAL CONDITIONS

3.1. PROPOSAL DUE DATE

Sealed proposals will be received no later than the date and time indicated on page one of this document. Proposals will not be accepted after this time. All proposals shall be submitted through the OpenGov eProcurement Portal (electronically). File name should not have special characters. Proposer must wait for confirmation of successful upload.

City of Tampa Requests for Proposals are issued electronically via the OpenGov Portal. Obtaining proposals through OpenGov will ensure that proposer will have the following capabilities: receipt of proposal documents electronically, track the status of award activity, receive addenda, receive the results of awards and view plans and blueprints online electronically. Proposers who obtain specifications and plans from sources other than OpenGov are cautioned that the proposal packages may be incomplete. The City will not accept incomplete proposals. Contact OpenGov at procurement-support@opengov.com for more information.

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3.2. ADDENDUM AND AMENDMENT TO RFP

If it becomes necessary to revise or amend any part of this RFP, OpenGov will provide notification of the Addendum to all prospective Proposers who received an original RFP notification making them a plan-holder. Addenda will be posted and disseminated by OpenGov at least five days prior to the RFP opening date.

It will be the responsibility of the Proposer to review OpenGov prior to submitting a proposal to ascertain if any addenda has been issued, to obtain all such addenda, and to return the executed addenda with the proposal.

3.3. ERRORS AND OMISSIONS

Proposers discovering any ambiguity, conflict, discrepancy, omission, or other errors in this RFP, shall immediately notify the City of such error via email within the OpenGov eProcurement Portal and request modification or clarification of the RFP. Modifications will be made by issuing an addendum and will be given by written notice to all prospective Proposers who queried the solicitation in the OpenGov Portal. Addenda will be posted and disseminated by OpenGov at least five days prior to the RFP opening date. The Proposer is responsible for clarifying any ambiguity, conflict, discrepancy, omission, or other error in this RFP prior to submitting the proposal or it shall be deemed waived.

3.4. FLORIDA PUBLIC RECORDS LAW

In accordance with Chapter 119 of the Florida Statutes, and, except as may be provided by Chapter 119 of the Florida Statutes and other applicable State and Federal Laws, all Proposers should be aware that the Proposal and the responses thereto are in the public domain and are available for public inspection and copying. Proposer is required to acknowledge whether or not they are asserting that certain information in its proposal is confidential and/or proprietary and/or exempt from public disclosure. If the Proposer is asserting that certain information in its Proposal is confidential and/or proprietary and/or exempt from public disclosure, then the Proposer is required to do the following:

1. Identify, with specificity, the information which the Proposer asserts is confidential and/or proprietary and/or exempt from public disclosure,
2. **Place such information in a separate file labeled "REDACTED, EXEMPT FROM PUBLIC DISCLOSURE" this uploaded document must be separate from the Proposer's other Proposal documents,**
3. Specifically cite the applicable Florida Statute(s) that exempts such information from public disclosure - such citation must be placed within the redacted file. **The "REDACTED" file that contains the Proposer's confidential/proprietary/exempt**

information must be submitted with the Proposer's other Proposal documents. Proposer is advised that failure to follow the aforementioned instructions may result in Proposer's alleged confidential/proprietary/exempt information being disclosed to the public. **This will be the Proposer's "REDACTED" copy. All submittals received in response to this Proposal will become the property of the City of Tampa and will not be returned.** In the event of an award, all documentation produced as part of the contract will become the exclusive property of the City.*

Be aware that the designation of an item as exempt from public disclosure by a Proposer may be challenged in court by any person or entity. By designation of material in your Proposal submittal as exempt from public disclosure, Proposer agrees to defend the City of Tampa (and its employees, agents and elected and appointed officials) against all claims and actions (whether or not a lawsuit is commenced) related to Proposer's designation of material as exempt from public disclosure and to hold harmless the City of Tampa (and its employees, agents and elected and appointed officials) for any award to a plaintiff for damages, costs and attorneys' fees, and for costs and attorneys' fees incurred by the City by reason of any claim or action related to your designation of material as exempt from public disclosure.

*Note: The City will not accept Proposal submittals when the entire submittal is labeled as exempt from public disclosure and the proposal will be deemed non-responsive. **Proposer's References and Cost or Price information will be deemed a public record, and if a claim of confidentiality/proprietary information is made, the City may deem the Proposal submittal as "non-responsive".**

1. In accordance with Section 119.071(1)(b)2, Florida Statutes, sealed bids, proposals, or replies received by the City of Tampa pursuant to a competitive solicitation are exempt from section 119.07(1), Florida Statutes and section 24(a), Art. I of the State Constitution until such time as the City of Tampa provides notice of an intended decision or until 30 days after opening the bids, proposals, or final replies, whichever is earlier.
2. In accordance with Section 119.071(1)(b)3, Florida Statutes, if the City of Tampa rejects all bids, proposals, or replies submitted in response to a competitive solicitation and the City of Tampa concurrently provides notice of its intent to reissue the competitive solicitation, the rejected bids, proposals, or replies remain exempt from section 119.07(1), Florida Statutes and section 24(a), Art. I of the State Constitution until such time as the City of Tampa provides notice of an intended decision concerning the reissued competitive solicitation or until the City of Tampa withdraws the reissued competitive solicitation. A bid, proposal, or reply is not exempt for longer than 12 months after the initial City of Tampa notice rejecting all bids, proposals, or replies.
3. The City of Tampa is a public agency subject to Chapter 119, Florida Statutes. In accordance with Florida Statutes, 119.0701, **Successful Proposer agrees to comply with Florida's Public Records Law, including the following:**
 - A. Successful Proposer shall keep and maintain public records required by the City to perform the services;
 - B. Upon request from the City, Successful Proposer shall provide the City with copies of the requested records, having redacted records in total or in part that are exempt from disclosure by law or allow the records to be inspected or copied within a reasonable time (with provision of a copy of such records to the City) on the same terms and conditions that the City would provide the records and at a cost that does not exceed that provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
 - C. Ensure that public records, in part or in total that are exempt or that are confidential and exempt from public record requirements are not disclosed except as authorized by law for the duration of the contract term and following completion (or early termination) of the contract if the Contractor does not transfer the records to the City;
 - D. Upon completion (or earlier termination) of the award, Successful Proposer shall within 30 days after such event either transfer to the City, at no cost, all public records in possession of the Successful Proposer or keep and maintain the public records in compliance with Chapter 119, Florida Statutes. If Successful Proposer transfers all public records to the City upon completion (or earlier termination) of the award, Successful Proposer shall destroy any duplicate records that are exempt or confidential and exempt from public records disclosure requirements. If Successful Proposer keeps and maintains public records upon completion (or earlier termination) of the award, Successful Proposer shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the agency.

- E. The failure of Successful Proposer to comply with Chapter 119, Florida Statutes, and/or the provisions set forth above shall be grounds for immediate unilateral termination of the contract by the City; the City shall also have the option to withhold compensation due Successful Proposer until records are received as provided herein.
- F. IF THE SUCCESSFUL PROPOSER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES TO THE **SUCCESSFUL PROPOSER'S DUTY TO PROVIDE PUBLIC RECORDS** RELATING TO THIS AWARD, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 813/274-8351, AND MAILING ADDRESS OF PURCHASING DEPARTMENT, HANNA CITY CENTER BUILDING, 2ND FLOOR, 2555 E. HANNA AVE, TAMPA, FL 33610.

Note: Acknowledgement of the Florida Public Records Law must be submitted with the proposal, under [PROPOSER'S QUESTIONNAIRE, FORMS, AND ACKNOWLEDGEMENTS/CONDITIONS](#).

3.5. CITY OF TAMPA ETHICS CODE

The Proposer shall comply with all applicable governmental and city rules and regulations including the City's Ethics Code which is available on the City's Website. (City of Tampa Code, Chapter 2, Article VIII. - Section 2-522)

Moreover, each Proposer responding to this Request for Proposal acknowledges and understands that the City's Charter and Ethics Code prohibit any City employee from receiving any substantial benefit or profit out of any contract or obligation entered into with the City, or from having any direct or indirect financial interest in effecting any such contract or obligation. The Successful Proposer shall ensure that no City employee receives any such benefit or interest as a result of the award of this Request for Proposal. (City of Tampa Code, Chapter 2, Article VIII. - Section 2-514(d))

Please note that the City's Ethics Code may be accessed on the Internet by utilizing the website link <http://www.tampagov.net/human-resources/info/lobbyist-information> or can be found in the City of Tampa's municipal codes published online by the Municipal Code Corporation at the website link https://www.municode.com/library/fl/tampa/codes/code_of_ordinances. Printed copies of the Ethics Code can also be obtained from the City Clerk's Office for a fee of \$0.15 cents a page.

3.6. WARRANTIES AND GUARANTEE

The City of Tampa will not accept any disclaimer of the warranties of merchantability and fitness for a particular purpose for the products offered. Proposals will clearly state any additional warranties and guarantees against defective materials and workmanship. A copy of the complete manufacturer's warranty statement is to be submitted with the proposal.

The material(s) supplied shall be guaranteed to be free from defect of composition, conception, and workmanship for a minimum period one-year from the date of installation and final acceptance by the City. Any parts or portions found not in accordance with this **RFP will be rejected by the City and returned to the Successful Proposer at the Successful Proposer's expense for immediate replacement.**

3.7. COPYRIGHTS AND PATENT RIGHTS

Proposer warrants that there has been no violation of copyrights, patent or other intellectual or proprietary rights in manufacturing, producing and/or selling the item(s) ordered or shipped as a result of this Proposal, and Successful Proposer agrees to indemnify, defend and hold the City harmless from any and all liability, loss or expense by any such violation including litigation costs and attorneys' fees through the appellate process, and damages which may be incurred by reason of any infringement at any time during the prosecution or after the completion of work.

3.8. PROCUREMENT PROTEST PROCEDURES

A protest must be filed with the Director of the soliciting Department within five (5) business days of posting the City's intent to award and may be filed by an actual Proposer, who is allegedly aggrieved in connection with the issuance of a proposal solicitation or pending award of any contract in any competitive process utilized by the City of Tampa for procurements of supplies, materials or services and construction of public improvements and has standing to protest under Florida Law. Any protest must be filed in accordance with the

City of Tampa Code, Chapter 2, Article V, Division 3, Purchases and Contracts, Section 2-282, Procurement Protest Procedures. Protests not complying with the provisions of this Section shall not be reviewed.

All dates and times specified in the Protest Procedures in Section 2-282 are calculated as city business days. A City business day shall mean 8:00 am to 5:00 pm Monday through Friday, with the exception of city holidays. In all instances any document required to be transmitted by a certain date must be received in the required office by 4:30 pm. An envelope which is postmarked by the required date is not sufficient. Transmittal by fax, email or other electronic means may be accepted. However, it shall be the responsibility of the party transmitting the document(s) to ensure that the document(s) were received, and the transmitting party shall bear any risk of interruption or failure in the electronic transmission.

3.9. WMBE PARTICIPATION

The City of Tampa EBO office administers the Women/Minority Business Enterprise (WMBE) Program to promote the inclusion of WMBE Companies in procurement solicitations and contract awards. The City actively solicits participation in this project by City Certified WMBE Companies deemed underutilized. **To obtain a list of the City's Certified WMBE Companies, visit the Equal Business Opportunity (EBO) Office website at <http://www.tampagov.gov/ebo>.** Under Programs and Services select WMBE and SLBE Directories. These directories include WMBE Certified Companies which are listed by Type of Services and by Company Names.

NOTE: In accordance with the **Equal Business Opportunity Ordinance 26.5, The City of Tampa's WMBE policies are narrowly tailored to identify underutilized WMBEs by Industry Category.** Proposers who are certified within the underutilized category for the work/scope detailed herein or subcontract with firms that are certified within the underutilized category will be eligible for weighted points in the selection process. Refer to MBD Form 70 to identify underutilized WMBEs by Industry Category and MBD Form 71 for the WMBE Participation scoring criteria for this RFP. For this RFP the underutilized WMBE **Industry Category is "Professional"**.

3.10. SLBE PARTICIPATION

In an effort to promote increased opportunities for Small Local Business Enterprises (SLBEs), the City actively solicits the participation of certified SLBE firms in the performance of contracts. **To obtain a list of the City's Certified SLBE Companies, visit the Equal Business Opportunity (EBO) Office website at <http://www.tampagov.gov/ebo>.** Under programs and Services select WMBE and SLBE Directories. These directories include SLBE Certified Companies which are listed by Type of Services and by Company Names.

NOTE: In accordance with the Equal Business Opportunity Ordinance Chapter 26.5, SLBE vendors are eligible for weighted points in the selection process. Refer to MBD Form 71 for the SLBE participation scoring criteria for this RFP. For additional information visit the Equal Business Opportunity Office website at www.tampagov.gov/ebo

3.11. INCURRED EXPENSES

The City is not responsible for any expenses which Proposers may incur in the preparation and submittal of proposals requested by this RFP, including but not limited to, costs associated with travel, accommodations, interviews, or presentations of proposals.

3.12. PROPOSAL BINDINGS

All proposals submitted shall be binding for 180 calendar days following the opening.

3.13. NON-DISCRIMINATION IN CONTRACTING AND EMPLOYMENT

The following provisions are hereby incorporated into any contract executed by or on behalf of the City of Tampa (City).

The Successful Proposer shall comply with the following Statement of Assurance:

During the performance of this Contract, the Successful Proposer herein assures the City, that said Successful Proposer is in compliance with Title VII of the 1964 Civil Rights Act, as amended, the Florida Civil Rights Act of 1992, and the City of Tampa Code of Ordinances, Chapter 12, in that the Successful Proposer does not on the grounds of race, color, national origin, religion, sex, sexual orientation, gender identity or expression, age, disability, familial status, or marital status, discriminate in any form or manner against said **Successful Proposer's employees** or applicants for employment.

The Successful Proposer understands and agrees that this Contract is conditioned upon the veracity of this Statement of Assurance, and that violation of this condition shall be considered a material breach of this Contract. Furthermore, the Successful Proposer herein assures the City that said Successful Proposer will comply with Title VI of the Civil Rights Act of 1964 when federal grant(s) are involved. This Statement of Assurance shall be interpreted to include Vietnam-Era Veterans and Disabled Veterans within its protective range of applicability.

The Successful Proposer further acknowledges and agrees to provide the City with all information and documentation that may be requested by the City from time to time regarding the solicitation, selection, treatment and payment of subcontractors, suppliers, and vendors in connection with this Contract. The Successful Proposer further acknowledges that it must comply with City of Tampa Code of Ordinances, Chapter 26.5.

3.14. PROPOSER'S CRIMINAL HISTORY SCREENING PRACTICES

Per City of Tampa Code of Ordinances, Section 2-284, Proposer is requested to provide information as to whether Proposer has criminal history screenings similar in nature to the practices contained in Chapter 12, Article VI, City of Tampa Code of Ordinances. For **Procurement of \$100,000 or more, If the Proposer voluntarily agrees to comply with the City's criminal screening practices as** provided in Chapter 12, Article IV of the City Code, Proposer will be awarded an additional 5-points as part of the evaluation of its proposal if Proposer submits notarized documentation with its proposal, and an assurance of compliance with Section 2-284 if awarded the **contract ("Ban the Box Requirements")**. The City of Tampa's municipal codes are published online by the Municipal Code Corporation at the website link https://library.municode.com/fl/tampa/ordinances/code_of_ordinances?nodeId=1171018

3.15. EQUAL OPPORTUNITY

The City of Tampa hereby notifies all Proposers that all eligible businesses, including Small Local Business Enterprises (SLBEs) and Women/Minority Business Enterprises (WMBEs) will be afforded a full opportunity to participate in any Contract made by the City of Tampa pursuant to this present proposal matter and will not be subjected to discrimination on the basis of race, color, national origin, religion, sex, sexual orientation, gender identity or expression, age, disability, familial status, or marital status. The City of Tampa prohibits any person involved in City of Tampa contracting and procurement activities, to discriminate on the basis of race, color, national origin, religion, sex, sexual orientation, gender identity or expression, age, disability, familial status, or marital status.

3.16. GOVERNING LAW/VENUE

The laws of the State of Florida (without giving effect to its conflicts of law principles) govern all matters arising out of or relating to this Agreement, including, without limitation, its interpretation, construction, performance, and enforcement. The parties hereto submit to the exclusive jurisdiction and venue of the state courts located in Hillsborough County, Florida.

3.17. COMPLIANCE WITH LAWS

The Successful Proposer shall comply with all applicable laws, ordinances, and codes of the Federal Government, State of Florida, Hillsborough County, and the City of Tampa. It shall be the responsibility of the Successful Proposer to be knowledgeable of all federal, state, county and local laws, ordinances, rules, and regulations that in any manner affect the items covered herein which may apply. Failure to comply with all applicable laws, ordinances and codes may lead to termination of the contract.

3.18. FORCE MAJEURE

If a Force Majeure Event occurs, the party that is prevented by that Force Majeure Event from performing any one or more obligations **under this contract (the "Nonperforming Party") will be excused from performing those obligations, on condition** that it complies with its obligations herein. "Force Majeure Event" means, with respect to the Nonperforming Party, any event or circumstance, regardless of whether it was foreseeable, which was not caused by the Nonperforming Party, which prevents the Nonperforming Party from complying with any of its obligations under this contract, on condition that the Nonperforming Party uses reasonable efforts to comply with its obligations, except that a Force Majeure Event will not include any strike or other labor unrest that affects only one party, economic hardship of a party, an increase in prices, changes in market conditions, or a change of law. Upon the occurrence of the Force Majeure Event, the Nonperforming Party shall notify the other party in writing within ten (10) days of the occurrence of that the Force Majeure Event, its effect on performance, and how long that party expects the Force Majeure Event to last. Thereafter the Nonperforming Party shall update the other party as reasonably necessary. During a Force Majeure Event, the Nonperforming Party shall use reasonable efforts to limit damages to the other party and to resume its performance under this contract. The other party has the right to terminate the contract if the **Non-Performing Party's Force** Majeure Event continues for more than a reasonable time.

3.19. SURVIVAL

Provisions in regard to licensing, indemnification, governing law venue and confidentiality shall survive termination of contract.

3.20. CONFLICT OF INTEREST

The City requires that **the Successful Proposer provide professional, objective, and impartial advice and at all times hold the City's interest's paramount, strictly avoid conflicts with other assignments or their own corporate interests and act without any consideration** for future work. The Successful Proposer has an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of the City, or that may reasonably be perceived as having this effect. If the City, in its sole

discretion, determines that a conflict of interest exists, such Successful Proposer shall not be considered for award of this Contract. Failure to disclose said situations

Any such interests on the part of the Successful Proposer or their employees, must be disclosed in writing to the City in the [PROPOSER'S QUESTIONNAIRE, FORMS, AND ACKNOWLEDGEMENTS](#) Section. Also, the Successful Proposer is aware of the conflict-of-interest laws of the State of Florida and the City of Tampa and agrees that they shall fully comply in all respects with the terms of said laws.

3.21. AUDIT RIGHTS

Successful Proposer agrees that the City or its authorized representative shall have access to, and the right to audit, examine, or **reproduce, the financial books and records of Successful Proposer related to Successful Proposer's performance under the contract.** Successful Proposer shall retain all such records for a minimum period of six (6) years from the date of termination of the contract, including any renewal or extension hereof, or for such longer period of time as required by federal or state law, and shall be extended until the completion of any audit in progress. Successful Proposer must keep all financial records in a manner consistent with generally accepted accounting principles. Successful Proposer must provide access during normal business hours to the requested records no later than ten (10) calendar days after the written request by the City or its authorized representative. If any audit reveals any material deviation from the contract requirements, any misrepresentations or any overcharges to the City, the City will be entitled to recover damages, as well as the cost of the audit. Any adjustments or payments which must be made as a result of any such audit or **inspection of the Successful Proposer's invoices or records must be made within a reasonable amount of time, but in no event** may the time exceed ninety (90) calendar days, from presentation of the City's audit findings to the Successful Proposer. Successful Proposer shall include this right to audit section in any subcontractor agreements entered into in connection with this contract.

3.22. SCRUTINIZED COMPANIES

Section 287.135, Florida Statutes prohibits agencies from contracting with companies for goods or services of any amount that are

1. on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes or are engaged in a boycott of Israel, and
2. with companies for goods or services of \$1 million or more, that are on either the Scrutinized Companies with Activities in Sudan List, or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies with Activities in Iran Terrorism Sectors List created pursuant to section 215.473, Florida Statutes or are engaged in business operations in Cuba or Syria.

A company that is on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel may not submit a proposal for or enter into a contract or renew a contract with an agency or local government entity for goods or services of any amount.

A company that is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or the Scrutinized Companies with Activities in Iran Terrorism Sectors List or is engaged in business operations in Cuba or Syria may not submit a proposal for or enter into a contract or renew a contract with an agency or local government entity for goods or services of \$1 million or more.

Notwithstanding the aforementioned, the City may on a case-by-case basis permit a company on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies with Activities in Iran Terrorism Sectors List, the Scrutinized Companies that Boycott Israel List, or are engaged in business operations in Cuba or Syria to be eligible to submit a proposal for, or enter into or renew a contract for goods or services if the conditions set forth in Section 287.135(4) of the Florida Statutes are met.

If the City determines the Successful Proposer submitted a false certification under Section 287.135(5) of the Florida Statutes upon submission of a proposal, entering into a contract, on contract renewal, or if the Successful Proposer has been placed on the Scrutinized Companies with Activities in the Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or the Scrutinized Companies with Activities in Iran Terrorism Sectors List or is on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel or is engaged in business operations in Cuba or Syria, the City shall either terminate the contract after it has given the Successful Proposer notice and an **opportunity to demonstrate the City's determination of false** certification was in error pursuant to Section 287.135(5)(a) of the Florida Statutes.

3.23. DATA COLLECTION

1. Pursuant to Section 119.071(5)(a), Florida Statutes, social security numbers collected from Successful Proposers are used for identification, verification, and tax reporting purposes.

3.24. IMDEMNIFICATION

The Contractor/Successful Proposer/Firm (collectively the "Firm") releases and agrees to defend, indemnify and hold harmless the City of Tampa, its officers, elected and appointed officials, and employees from and against any and all liabilities, losses, claims, suits, actions, causes of action, either at law or in equity, damages, charges, judgments, or expenses (including attorney's fees and court costs, whether at trial or appeal) which the City may suffer, sustain, incur, or in any way be subjected to by reason of or as a result of any act, negligence, or omission on the part of the Firm, its agents or employees, in the execution or performance of the obligations assumed under or incidental to, the Award/Contract/Agreement (collectively the "Agreement") into which the Firm and the City will enter, except when caused solely by the fault, failure, or negligence of the City, its agents, or employees. Firm's duty to defend is separate and apart from Firm's duty to indemnify and hold harmless and exists immediately upon presentation of written notice of a suit, claim or action of any nature to the Firm by a party entitled to a defense hereunder. If the above indemnity or defense provisions or any part of the above indemnity or defense provisions are limited by the provisions of Section 725.06, Florida Statutes or any other applicable law, then this section shall be so limited to said section 725.06 and with respect to the part so limited, the monetary limitation on the extent of the indemnification shall be the greater of

1. The monetary value of this contract,
2. The coverage amount of Commercial general liability insurance required under the contract, or
3. \$1 Million Dollars.

Otherwise, the obligations under this section. will not be limited by the amount of any insurance required to be obtained or maintained under this contract. Firm's duties to defend and indemnify pursuant to this section shall survive the early termination or expiration of the contract and shall continue in full force and effect so long as the possibility of any liability, claim or loss exists, unless otherwise prohibited by law. Nothing in this section or in the contract shall be construed as a waiver of any immunity from or limitation of liability the City, its officers, agents, and employees may have under the doctrine of sovereign immunity under common law or statute.

3.25. CONTRACTOR BACKGROUND CHECKS

When assigning employees to work on City property, the Successful Proposer shall check the backgrounds of each employee and notify the City's Employment Services Manager prior to assignment if candidates fall into one or more of the following categories:

1. Unable to pass 8 Panel Drug Screen
2. Has a felony or misdemeanor conviction involving violence, weapons, or crimes against a public official
3. Is a former City of Tampa employee

3.26. EMPLOYEE VERIFICATION

In accordance with Section 448.095, Florida Statutes, the Successful Proposer agrees to register with and utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired during the term of the contract for the services specified in the contract. The Successful Proposer must also include a requirement in subcontracts that the subcontractor must register with and utilize the E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term. If the Successful Proposer enters into a contract with a subcontractor, the subcontractor must provide the Successful Proposer with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The Successful Proposer shall maintain a copy of such affidavit for the duration of the contract. If the City has a good faith belief that the Successful Proposer has knowingly violated Section 448.09(1), Florida Statutes, the City shall terminate the Contract with the Successful Proposer, and the Contractor may not be awarded a contract with the City for at least 1 year after the date on which the contract was terminated. The Successful Proposer is liable for any additional costs incurred by the City as a result of the termination of the contract. If the City has a good faith belief that a subcontractor knowingly violated the law, but the Successful Proposer has otherwise complied with the law, the City shall promptly notify the Successful Proposer and order the Successful Proposer to immediately terminate the contract with the subcontractor.

3.27. RESPONSIBLE VENDOR DETERMINATIONS

The City of Tampa will not request documentation of or consider a Proposer's social, political, or ideological interests when determining if the Proposer is a responsible vendor and will not give preference to a Proposer based on the Proposer's social, political, or ideological interests.

3.28. QUESTIONS REGARDING SPECIFICATIONS OR PROPOSAL PROCESS

1. To ensure fair consideration for all Proposers, the City prohibits prospective Proposers' communication with any department or employee during the submission process. Questions relative to the interpretation of the Scope of Services or the proposal process shall be addressed to the City during the pre-proposal conference, or questions can be submitted via the OpenGov eProcurement Portal up to ten days prior to the RFP opening date and time.
2. Communication Policy. During any solicitation period including any protest and/or appeal, no contact with City officials or employees, other than with the Analyst, the Director of Purchasing or the Legal Department, is permitted from any proposer. Such communication shall result in an automatic disqualification for selection in the pending solicitation and any subsequent City solicitations for a period of six (6) months, no matter the outcome of the solicitation or any protest and/or appeal.

3.29. EVALUATION OF PROPOSALS

1. The City will not be under any requirement to complete the evaluation by any specific date and reserves the right to suspend or postpone the evaluation process should the need arise due to budget constraints, time constraints or other factors as directed by the City. However, it is anticipated that the review/evaluation process will be completed in a timely manner. A Proposal Evaluation Committee will be established to review and evaluate all proposals submitted in response to this RFP. The Committee shall conduct a preliminary evaluation of all proposals on the basis of the information provided and other evaluation criteria as set forth in this RFP. The contract will be awarded to the most qualified Successful Proposer per the evaluation criteria listed in the Section Titled [EVALUATION](#).
2. Application of WMBE and SLBE Evaluation Points. During the evaluation of proposals for WMBE and SLBE participation, the Equal Business Opportunity (EBO) Office will be responsible for assigning the points under these criteria. Points are determined per MBD Form 71 (EBO Guidelines for Evaluation Points on Request for Proposals) which is attached to this RFP document.
3. Proposals will be evaluated and rated based on the criteria stated in this RFP, including but not limited to the following:
 - A. Responsiveness of the Proposal to the scope of work.
 - B. Ability, capacity, and skill of the Proposer to perform the scope of work.
 - C. Experience of the business and individual members of the business in accomplishing similar services.
 - D. Responses of the client references.
 - E. Such other information that may be required or secured.

4. SHORT- LISTING

The Evaluation Committee at its sole discretion may create a short-list of the highest scored proposals based on the preliminary evaluation against the evaluation criteria. Only those short-listed Proposers would be invited to participate in interviews and/or presentations, demonstrations, or product testing. Upon conclusion of any interviews and/or presentations, demonstrations or product testing, the Evaluation Committee will finalize the scoring against the evaluation criteria.

5. INTERVIEWS/DEMONSTRATIONS

If requested, Proposers may be required to participate in **on-site interviews and conduct demonstrations to the City's Evaluation Committee and other City representatives, in order to clarify the proposal submitted and present the Proposer's proposed solution. Additionally, the Proposer's key personnel may be required to be in attendance during this process.**

Proposers should be prepared to discuss and substantiate any of the areas of the proposal submitted, as well as its qualifications to furnish the specified products and services. The interviews and demonstrations will be scored by the Evaluation Committee.

Notwithstanding the possibility of a request for an on-site interview and demonstrations, Proposers shall not rely on the possibility of such a request and shall submit a complete and comprehensive written response to this solicitation. Any costs incurred for the interviews and the oral demonstrations are the responsibility of the Proposer.

6. The City reserves the following rights to:

- A. Conduct pre-award discussion and/or pre-award negotiations with any or all responsive and responsible Proposers who submit proposals determined to be reasonably acceptable of being selected for award; conduct personal interviews or

require presentations of any or all Proposers prior to selection; and make investigations of the qualifications of Proposers as it deems appropriate, including, but not limited to, a background investigation conducted by the Tampa Police Department or any other law enforcement agency.

- B. Request that Proposer(s) modify its proposal to meet the needs of the City more fully, including Best and Final Offer(s) (BAFO), or to furnish additional information as the City may reasonably require.
 - C. Accord fair and equal treatment with respect to any opportunity for discussions and revisions of proposals. Such revisions may be permitted after submission of proposals and prior to award.
 - D. Negotiate any modifications to a proposal that it deems acceptable, waive minor irregularities in the procedures, and reject any and all proposals.
 - E. Process the selection of the successful Proposer without further discussion.
 - F. Waive any irregularity in any proposal, or reject any and all proposals, should it be deemed in its best interest to do so. **The City shall be the sole judge of Proposers' qualifications and reserves the right to verify all information submitted by the Proposers.** The proposal selected will be that proposal which is judged to be the most beneficial to the City.
7. Financial Statements. The City Representative reserves the right to request that Proposers submit their annual financial statements for the last three fiscal years, including company financial statement summaries, certified by a Certified Public Accountant. If the organization has been in business for a period of less than three years, Proposers may be required to submit a detailed business plan in addition to any pertinent information that would allow the City to evaluate the sufficiency of financial resources and the ability of the business to successfully perform the services enumerated in the contract. Unless otherwise stated, such requests would be made after the submission of the proposals and prior to award of a contract.

3.30. BASIS OF AWARD

A contract will be awarded to the most responsible and responsive Proposer whose proposal meets the needs of the City to the best degree.

OFFICIAL AWARD WILL BE MADE BY CITY OF TAMPA PURCHASE ORDER ONLY.

Prior to award resulting from this solicitation, the Successful Proposer shall be registered to transact business in the State of Florida and shall furnish the City with proof of registration with ten days of the notice to do so by the City. Failure to promptly submit this evidence of qualification to transact business in the State of Florida may be a basis for rejection of the proposal.

Any Proposer who is owing to the City of Tampa upon any debt, contract, or other obligation to the City, or who is a defaulter as a surety or otherwise, will not be eligible for consideration for contract award regarding this solicitation.

3.31. CONTRACT TERM

The period of the contract shall be for one (1) year from the effective date of the award, and may, by mutual written agreement, be renewed at the same terms and conditions for four (4) additional one (1) year periods.

Supplemental Unilateral Renewal Periods. The City, through its Director of Purchasing, has the option and reserves the right to unilaterally extend the original contract term or any renewal term for up to three (3) additional thirty (30) day periods, at the same **terms and conditions. Notice of the City's intent to renew shall be provided by the City in writing** to the Successful Proposer prior to the expiration of the contract, or the renewal period if the contract has been previously renewed.

3.32. NON-APPROPRIATION OF FUNDS

In the event no funds or insufficient funds are appropriated for expenditures under this award, the City will notify the Successful Proposal in writing of such occurrence and the award shall terminate without penalty or expense to the City on the last day of the fiscal year in which sufficient funds have been appropriated.

3.33. CONTRACT TERMINATION

When deemed to be in the best interest of the City, the City may cancel any award resulting from this specification by the following means: 10-day written notice with cause; or 30-day written notice without cause.

3.34. ADDITION/DELETION

The City reserves the right to add to or delete any service/item from this proposal or resulting agreements when deemed to be in the best interest of the City.

3.35. PROPOSAL PRICES

Prices quoted in the proposal shall include any and all shipping costs, shipped F.O.B. Tampa, FL, or to the facility location specified by the requestor or the purchase order.

All taxes of any kind and character payable on account of the work done and materials furnished under the contract shall be paid by the Successful Proposer and shall be deemed to be included in the proposal. The laws of the State of Florida provide that sales tax and use taxes are payable by the Successful Proposer upon the tangible personal property incorporated in the work and such taxes shall be paid by the Successful Proposer and shall be deemed to have been included in the proposal. The City is exempt from all State and Federal sales, use and transportation taxes.

Proposal prices include all royalties and costs arising from patents, trademarks, and copyrights in any way involved in the work. Whenever the Successful Proposer is required or desires to use any design, device, material or process covered by letters of patent or copyright, the Successful Proposer shall indemnify, defend and save harmless the City, its officers, agents and employees from any and all claims for infringement by reason of the use of any such patented design, tool, material, equipment, or process, to be performed under the contract, and shall indemnify the said City, its officers, agents, and employees for any costs, expenses and damages which may be incurred by reason of any infringement at any time during the prosecution or after the completion of the work. The duty to defend under this paragraph is independent and separate from the duty to indemnify, and the duty to defend exists regardless of any ultimate liability of the Successful Proposal, the City, and any indemnified party. This provision shall survive the termination of this contract and shall continue in full force and effect so long as the possibility of any liability, claim or loss exists, unless otherwise prohibited by law.

3.36. GOVERNMENT PURCHASING COUNCIL

Hillsborough County Government **Purchasing Council ("GPC") members, may, at their discretion or option, utilize this proposal as they require.** Estimated quantities for Hillsborough County GPC members have not been included in the solicitation. Purchases by these entities may increase the value of the award.

A list of the members of the GPC is contained within this solicitation document.

Any Hillsborough County GPC member which avails itself of this contract will establish its own contract, place its own orders, issue its own purchase orders, and issue its own exemption certificates as required by the Proposer. It is understood and agreed that the City of Tampa is not a legally bound party to any contractual agreement made between any other governmental entity and the Successful Proposer as a result of this RFP.

GPC LISTING		
City of Plant City Purchasing Manager Drawer C Plant City, FL 33563 813-659-4270 - Telephone 813-659-4216 - Fax	Hillsborough Community College 39 Columbia Drive Tampa, FL 33606 813-253-7060 – Telephone 813-253-7561 – Fax	Tampa Sports Authority 4201 N. Dale Mabry Highway Tampa, FL 33607 813-673-4300 – Telephone 813-673-4312 – Fax

<p>City of Temple Terrace P.O. Box 16930 Temple Terrace, FL 33687 813-506-6420 – Telephone 813-989-7185 – Fax</p>	<p>Hillsborough County Board of County Commissioners 601 E. Kennedy Blvd., 25th Floor Tampa, FL 33601 Phone: (813) 272-5790 FAX: (813) 272-6290 procurementservices@hillsboroughcounty.org</p>	<p>Tax Collector 601 E. Kennedy Blvd., 14th Floor Tampa, FL 33602 Phone: (813) 307-6222 FAX: (813) 307-6521 www.hillstax.org</p>
<p>Clerk of Circuit Court 601 E. Kennedy Blvd.-13th Floor P.O. Box 1110 Tampa, FL 33601 Phone: (813) 276-8100 Ext.7721 FAX: (813) 272-5521 www.hillsclerk.com</p>	<p>Hillsborough Co. Sheriff's Office P.O. Box 3371 Tampa, FL 33601 813-247-8032 – Telephone 813-242-1825 – Fax</p>	<p>The Children's Board of Hills. County 1002 E. Palm Avenue Tampa, FL 33605 Phone: (813) 229-2884 FAX: (813) 228-8122 www.childrensboard.org</p>
<p>Tampa-Hillsborough County Expressway Authority 1104 East Twiggs St. Suite #300 Tampa, Florida 33602 813-272-6740 – Telephone 813-276-2492 – Fax</p>	<p>State Attorney's Office 800 E. Kennedy Blvd., 5th Floor Tampa, FL 33602 813-272-5400 – Telephone 813-272-7014 – Fax</p>	<p>University of South Florida Purchasing Services 4202 E Fowler Ave SVC-1072 Tampa, FL 33620 813-971-3340 – Telephone</p>
<p>Hillsborough Area Regional Transit Authority 4305 E. 21st Street Tampa, FL 33605 813-623-5835 – Telephone 813-664-1119 – Fax</p>	<p>Tampa Port Authority P.O. Box 2192 Tampa, FL 33601 813-905-5164 – Telephone 813-905-5109 – Fax</p>	<p>Property Appraiser 601 E. Kennedy Blvd., 16th Floor Tampa, FL 33602 Phone: (813) 272-6100 FAX: (813) 272-5519 www.hcpafl.org</p>

Hillsborough Co. Aviation Authority P. O. Box 22287 Tampa International Airport Tampa, FL 33622-2287 Phone: (813) 870-8730 FAX: (813) 875-6670 www.tampaairport.com	Supervisor of Elections 601 E. Kennedy Blvd., 16th Floor Tampa, FL 33602 Phone: (813) 276-8274 FAX: (813) 272-7043 www.votehillsborough.org	Tampa Palms Community Dev. Dist. 16311 Tampa Palms Blvd W Tampa, FL 33647 Phone: (813) 977-3933 Fax: (813) 977-6571 www.tpoa.net
Hillsborough County School Board P. O. Box 3408 Tampa, FL 33601-3408 Phone: (813) 272-4329 FAX: (813) 272-4007 www.sdhc.k12.fl.us	City of Tampa Housing Auth. 1514 Union Street Tampa, FL 33607 813-253-0551 – Telephone 813-4522 – Fax	

3.37. USE OF CONTRACT BY OTHER GOVERNMENT AGENCIES

Unless otherwise stipulated by the Successful Proposer in its proposal, the Successful Proposer agrees to make available to all government agencies, departments, and municipalities the proposed prices submitted in accordance with the terms and conditions of this Solicitation Document, should any governmental entity desire to buy under the Contract resulting from this Solicitation Document.

Any other governmental agency, department, or municipality which avails itself of this contract will establish its own contract, place its own orders, issue its own purchase orders, and issue its own exemption certificates as required by the Proposer. It is understood and agreed that the City of Tampa is not a legally bound party to any contractual agreement made between any other governmental entity and the Proposer as a result of this solicitation.

3.38. USE OF STATE CONTRACT, GPC, OR COOPERATIVE PURCHASING BIDS

The City of Tampa reserves the right to utilize applicable State of Florida Contracts, GPC Bids, or those contracts of any other federal, state, or local governmental entity under the terms of a bid submitted to such entity, provided that such contract is procured in compliance with the procuring entity's law, bylaws, regulations, or ordinances regarding competitive solicitation, which must provide for full and open competition for any items covered by this specification when the use of same is in the best interest of the City of Tampa.

3.39. PAYMENT

Full payment will be made by the City after receipt and acceptance of materials/services and proper invoice in accordance with Florida Statutes § 218.70, et. seq., **the Florida's Local Government Prompt Payment Act**. Proposers that accept Visa/Mastercard payments can **be enrolled in the City's ePayments program for faster payment turnaround, by contacting the City's Accounts Payable Department at acctspayable@tampagov.net.**

3.40. MINIMUM WAGE AMENDMENT

The Successful Proposer shall comply with the minimum wage requirements as required in Article X, Section 24, Constitution of the State of Florida.

The rate of wages for all persons employed by the Successful Proposer on the work covered shall not be less than the rate of wages required by the Fair Labor Standards Act (Public Law 104-188).

3.41. CONTRACT CHANGES

No changes, over the contract period, shall be permitted unless prior written approval is given by the Director of Purchasing and, an amendment to the Agreement is executed by the City and Contractor and approved by resolution of the City Council of the City of Tampa.

3.42. INVOICING

The Successful Proposer shall furnish the City complete itemized invoices for work performed. Invoices are to reflect the prices stipulated on the purchase order and as outlined in this proposal itemizing parts, labor hours, materials, etc. The City will not accept an aggregate invoice. As part of the award process, the City may request a sample invoice. Invoices shall contain, but not be limited to the following information:

- Invoice number;
- Company Name;
- City work order number (if applicable);
- Purchase order number;
- Location and dates of work;
- Cost of work as stated on Pricing/Proposal pages and extended price to reflect total cost.

At the time of submission of its invoices, the Successful Proposer shall submit to the City a report on Form MBD-30, "DMI-Payments" of all sub-contracted amounts and payments along with any other completed reports or forms as may be required by the CITY. In the event the Successful Proposer uses any WMBE and/or SLBE sub-contractors, the Successful Proposer shall provide form MBD-40 "Letter of Intent" (LOI) for all WMBE and/or SLBE sub-contractors the Successful Proposer intends to utilize.

- Form MBD-30-DMI Sub-(Contractors/Consultants/Suppliers) Payments
- Form MBD-40 Letter of Intent (LOI)

3.43. ASSIGNMENT

To the extent permitted by applicable law, this contract, and all rights or obligations hereunder, is not assignable, in whole or in part, by operation of law, acquisition of assets, merger, consolidation, dissolution or otherwise without the advance written approval of the other party to this contract. Any attempted assignment of this contract by a party without the advance written approval of the other party shall be invalid and unenforceable against the other party. Any approved assignment of this contract by the Successful Proposer will not relieve the Successful Proposer from the performance of its duties, covenants, agreements, obligations, and undertakings under this contract, unless the assignment expressly provides otherwise. No assignment by the Successful Proposer shall be effective unless the assignee confirms in writing to the City that the assignee accepts and shall comply with all of the duties, responsibilities, and obligations of the Successful Proposer. Notwithstanding the foregoing, the City may assign its rights under this contract (without the Successful Proposer's consent or approval) to a governmental successor of the City. An assignment by the City of its rights under this contract to a governmental successor of the City will relieve the City from the performance of its duties, covenants, agreements, and obligations under this contract after the effective date of the assignment. However, the City shall continue to be liable for the obligations it incurred under this contract prior to the effective date of the assignment. Action by the City in awarding a proposal to a proposer, which has disclosed its intent to assign or subcontract in its response to the RFP, without exception shall constitute approval for purposes of this contract.

In the event of such approved Sub-Contracting, the Successful Proposer agrees to provide the City with written documentation relative to the Subcontractor(s) solicited, or that will be employed in this contract, including but not limited to submittal of attached Schedule of Sub-Contracting forms, with the proposal response.

- Schedule of All Sub-Contractors/Consultants/Suppliers Solicited - MBD 10
- Schedule of Sub-Contractors/Consultants/Suppliers to be Utilized - MBD 20

These forms must be completed (including signatures) and submitted with all proposals. Submittals that do not contain these completed forms shall be deemed "non-responsive". Instructions on completing the forms are included after each form in this RFP package.

Subcontractor shall be defined as a business enterprise, firm, partnership, corporation, consultant, or combination thereof having a direct contract with a prime contractor for any portion of the advertised work that is awarded by the owner/owner's representative.

Supplier shall be defined as a business enterprise that either directly contracts with a Prime Contractor/Consultant or directly contracts with a Subcontractor under such Prime Contractor/Consultant to provide materials, supplies or equipment in connection with a Contract awarded by the owner/owner representative. A Supplier may be a regular dealer, distributor, or manufacturer.

3.44. DEFAULT/RE-AWARD

Any contract resulting from this specification may be cancelled by the Director of Purchasing in whole or in part by written notice of default to the Successful Proposer upon non-performance or violation of contract terms, including the failure of the Successful Proposer to deliver materials or services within the time stipulated in this specification, unless extended in writing by the Director of Purchasing. In the event a contract is cancelled because of the default of the Successful Proposer, the Director of Purchasing may:

1. purchase the materials or services specified in this specification on the open market; or
2. make an award to the next best Proposer and establish the period of such contract, provided such period is no longer than the contract period set forth in this specification.

3.45. CONVICTED VENDOR LIST (PUBLIC ENTITY CRIME)

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 proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals 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 Section 287.017 for Category Two (\$10,000.00 and greater) for a period of 36 months from the date of being placed on the convicted vendor list.

See Florida State Statute 287.133 (2)(a)

3.46. NON-DISCRIMINATION IN CONTRACTING AND EMPLOYMENT

The following provisions are hereby incorporated into any contract executed by or on behalf of the City of Tampa. The Successful Proposer shall comply with the following Statement of Assurance:

During the performance of this contract, the Successful Proposer herein assures the City, that said Successful Proposer is in compliance with Title VII of the 1964 Civil Rights Act, as amended, the Florida Civil Rights Act of 1992, and the City of Tampa Code of Ordinances, Chapter 12, in that the Successful Proposer does not on the grounds of race, color, national origin, religion, sex, sexual orientation, gender identity or expression, age, disability, familial status, or marital status, discriminate in any form or manner against said **Successful Proposer's employees or applicants for employment.**

Successful Proposer understands and agrees that this contract is conditioned upon the veracity of this Statement of Assurance, and that violation of this condition shall be considered a material breach of this contract. Furthermore, the Successful Proposer herein assures the City that said Successful Proposer will comply with Title VI of the Civil Rights Act of 1964 when federal grant(s) is/are involved. This Statement of Assurance shall be interpreted to include Vietnam-Era Veterans and Disabled Veterans within its protective range of applicability.

Successful Proposer further acknowledges and agrees to provide the City with all information and documentation that may be requested by the City from time to time regarding the solicitation, selection, treatment and payment of subcontractors, suppliers, and vendors in connection with this contract. Successful Proposer further acknowledges that it must comply with City of Tampa Code of Ordinances, Chapter 26.5.

Per City of Tampa Code of Ordinances, Section 2-284, Bidder(s) are requested to provide information as to whether Proposer(s) has criminal history screenings similar in nature to the practices contained in Chapter 12, Article VI, City of Tampa Code of Ordinances. **The City of Tampa's municipal codes are published online by the Municipal Code Corporation at the website link https://www.municode.com/library/fl/tampa/codes/code_of_ordinances.**

4. INSURANCE REQUIREMENTS

4.1. Insurance Requirements

This award is subject to the following and incorporated CITY OF TAMPA INSURANCE REQUIREMENTS included below which should be reviewed for complete insurance details and coverage requirements.

Within ten working days of receipt of notification of intent to award, the successful Bidder shall provide the City of Tampa Purchasing Department the required insurance on the Acord 25 Certificate of Insurance form (or its equivalent). Failure to furnish by the 10th working day may disqualify Bidder as non-responsible, unless the due date is extended by the Director of Purchasing or their Designee.

Prior to commencing any work or services or taking occupancy under that certain written agreement or award (for purposes of this document, Agreement) between the City of Tampa, Florida (City) and Firm/Awardee/Successful

Proposer/Contractor/Consultant/Lessee/non-City party, etc. (for purposes of this document, Firm) to which is included in this document, and continuing during the term of said Agreement (or longer if the Agreement and/or this document so requires), Firm shall provide, pay for, and maintain insurance against claims which may arise from or in connection with the performance of the Agreement (including without limitation occupancy and/or use of certain property/premises) by Firm, its agents, representatives, employees, suppliers, subtenants, or subcontractors (which term includes sub-consultants, as applicable) of any tier subject to the terms and conditions of this document. Should at any time Firm not maintain the insurance coverages required, City at its sole option (but without any obligation or waiver of its rights) may terminate the Agreement. All provisions intended to survive or to be performed subsequent to the expiration or termination of the Agreement shall survive, **including without limitation Firm's obligation to maintain or renew coverage, provide evidence of coverage and certified copies of policies, etc. upon City's request and/or in response to a potential claim, litigation, etc.** The following coverages are required: ("M" indicates million(s), for example \$1M is \$1,000,000)

4.2. Commercial General Liability (CGL) Insurance

on the most current Insurance Services Office (ISO) Form CG 00 01 or its equivalent on an "occurrence" basis (Modified Occurrence or Claims Made forms are not acceptable without prior written consent of the City). Coverage must be provided to cover liability contemplated by the Agreement including without limitation premises and operations, independent contractors, contractual liability, products and completed operations, property damage, bodily, personal, and advertising injury, contractual liability, explosion, collapse, underground coverages, personal injury liability, death, employees-as-insureds. Products and completed operations liability coverage maintained for at least 3 years after completion of work. Limits shall not be less than \$1M per occurrence and \$2M general aggregate for Agreements valued at \$2M or less; if valued over \$2M, a general aggregate limit that equals or exceeds the **Agreement's value. If a general aggregate limit applies, it shall apply separately to the project/location (ISO CG 25 03 or 25 04 or equivalent).**

4.3. Automobile Liability (AL) Insurance

in accordance with Florida law, as to the ownership, maintenance, and use of all owned, non-owned, leased, or hired vehicles. AL insurance shall not be less than: (a) \$500,000 combined single limit each occurrence bodily injury and property damage for Agreements valued at \$100,000 or less or (b) \$1M combined single limit each occurrence bodily injury and property damage for Agreements valued over \$100,000. If transportation of hazardous material involved, the MCS-90 endorsement (or equivalent).

4.4. Worker's Compensation (WC) & Employer's Liability Insurance

for all employees **engaged under the Agreement, Worker's Compensation as required by Florida law. Employer's Liability with minimum limits of (a) \$500,000 bodily injury by accident and each accident, bodily injury by disease policy limit, and bodily injury by disease each employee for Agreements valued at \$100,000 and under or (b) \$1M bodily injury by accident and each accident, bodily injury by disease policy limit, and bodily injury by disease each for all other Agreements.**

4.5. Architects & Engineers Liability/ Professional Liability (E&O)/ Contractors Professional Liability (CPrL)/ Medical Malpractice Insurance

where Agreement involves Florida-regulated professional services (e.g. architect, engineer, design-builder, CM, accountant, appraiser, investment banker medical professional) at any tier, whether employed or independent, vicarious design liability exposure (e.g. construction means & methods, design supervision), value engineering, constructability assessments/reviews, BIM process, and/or performance specifications. Limits of at least \$1,000,000; deletion of design/ build liability exclusions, as applicable, and maintained for **at least 3 years after completion of work/services and City's acceptance of same**

4.6. Firm affirmatively states that the insurance requirements as set forth above are of adequate types and amounts of insurance coverage for any type of claim/loss for the proposed work or services.

ACCEPTABILITY OF INSURERS - Insurance is to be placed with insurers admitted in the State of Florida and who have a current A.M. Best rating of no less than A-:VII or, if not rated by A.M. Best, as otherwise approved by the City in advance and in writing.

ADDITIONAL INSURED - City, its elected officials, departments, officers, officials, and employees shall be covered as additional insureds on all liability coverage (e.g., CGL, AL, and Excess (Umbrella) Liability) as to liability arising out of work or operations performed by or on behalf of Firm including materials, parts, or equipment furnished in connection with such work or operations and automobiles owned, leased, hired, or borrowed by or on **behalf of Firm. Coverage can be provided in the form of an endorsement to Firm's insurance** (at least as broad as ISO Form CG 20 10 11 85 or both CG 10 20, CG 20 26, CG 20 33, or CG 20 38 and CG 20 37 if later revisions used).

CANCELLATION/NON-RENEWAL – Each insurance policy shall provide that at least 30 days written notice must be given to City of any cancellation, intent to non-renew, or material reduction in coverage (except aggregate liability limits) and at least 10 days' notice for non-payment of premium. Firm shall also have an independent duty to notify City in like manner, within 5 business days of Firm's receipt from its insurer of any notices of same. If any policy's aggregate limit is reduced, Firm shall directly take steps to have it reinstated. Notice and proof of renewal/continued coverage/certifications, etc. shall be sent to the City's notice (or Award contact) address as stated in the Agreement with a copy to the following: (1) Purchasing Department, 2555 E Hanna Ave, Tampa, FL 33610 (2) Other: City of Tampa Insurance Compliance c/o Ebix BPO, PO Box 100085- ZS, Duluth, GA 30096

CERTIFICATE OF INSURANCE (COI) AND ENDORSEMENTS – to be provided to City by insurance carrier prior to Firm beginning any work/services or taking occupancy and, if the insurance expires prior to completion of the work or services or Agreement term (as may be extended), a renewal COI at least 30 days before expiration to the above address(es). COIs shall specifically identify the Agreement and its subject (project, lease, etc.), shall be sufficiently comprehensive to ensure City (named as additional insured) and Firm and to certify that coverage extends to subcontractors' acts or omissions, and as to permit the City to determine the required coverages are in place without the responsibility of examining individual policies. Certificate Holder must be The City of Tampa, Florida.

CLAIMS MADE – If any liability insurance is issued on a claims made form, Firm agrees to maintain such coverage uninterrupted for at least 3 years following completion and acceptance of the work either through purchase of an extended reporting provision or purchase of successive renewals. The Retroactive Date must be shown and be a date not later than the earlier of the Agreement date or the date performance/occupancy began thereunder.

DEDUCTIBLES/ SELF-INSURED RETENTIONS (SIR) – must be disclosed to City and, if over \$500,000, approved by the City in advance and in writing, including at City's option being guaranteed, reduced, or eliminated (additionally if an SIR provides a financial guarantee guaranteeing payment of losses and related investigations, claim administration, and defense expenses). Firm shall be fully responsible for any deductible or SIR (without limiting the foregoing a policy with an SIR shall provide or be endorsed to provide that the SIR may be satisfied by either the City or named insured). In the event of loss which would have been covered but for a deductible or SIR, City may withhold from any payment due Firm, under any agreement with the City, an amount equal to same to cover such loss should full recovery not be obtained under the policy.

PERFORMANCE – All insurance policies shall be fully performable in Hillsborough County, Florida (the County), and construed in accordance with Florida law. Further, all insurance policies must expressly state that the insurance company will accept service of process in the County and that the exclusive venue for any action concerning any matter under those policies shall be in the appropriate state court of the County.

PRIMARY POLICIES - Firm's insurance coverage shall be primary insurance coverage at least as broad as ISO CG 20 01 04 13 as to the City, its elected officials, departments, officers, and employees. Any insurance or self-insurance maintained by the City, its elected officials, departments, officers, and employees shall be excess of the Firm's insurance and shall not contribute with it.

UNAVAILABILITY – To the fullest extent permitted by law, if Firm is out of business or otherwise unavailable at the time a claim is presented to City, Firm hereby assigns to the City all of its right, title, and interest (but not any liabilities or obligations) under any applicable policies of insurance.

WAIVER OF SUBROGATION – With regard to any policy of insurance that would pay third party losses, Firm hereby grants City a waiver of any right to subrogation which any insurer of Firm may acquire against the City by virtue of the payment of any loss under such insurance. Firm agrees to obtain any endorsement that may be necessary to affect such waiver, but this provision shall apply to such policies regardless.

5. CONTENT OF PROPOSALS

5.1. PROPOSER RESPONSIBILITY

1. **Proposers are advised that the City's ability to evaluate proposals is dependent in part on the Proposer's ability and willingness** to submit proposals which are well ordered, detailed, comprehensive and readable. Clarity of language and adequate, accessible documentation is essential. Proposers should maintain the sequence of sections as they are depicted in the RFP. **It is the Proposer's responsibility to examine all specifications** and conditions thoroughly and comply fully with specifications and all attached terms and conditions.

It is the Proposer's responsibility to provide a full and complete written response that does not require interpretation or clarification by the City Representative. The Proposer is to provide all requested materials, forms, and information. The Proposer is responsible to ensure the materials submitted will properly and accurately reflect the Proposer specifications and offering. During scoring and evaluation (prior to any interviews), the City Representative will rely upon the submitted materials and shall not accept materials from the Proposer after the RFP deadline; however, this does not limit the right of the City Representative to consider additional information (such as references that are not provided by the Proposer but are known to the City, or past experience by the City in assessing responsibility), or to seek clarifications as needed by the City.

2. Proposals should be prepared simply and economically, providing a straightforward, concise description of the Proposer's ability to fulfill the requirements of the proposal. **The proposal submitted is the City's official record and recording of the RFP.** Submit electronic copies in Acrobat Adobe PDF format. Pages must be identified with page numbers. File name should not contain special characters. Proposer must wait for confirmation of successful document upload.

If Proposer is declaring any portion of the proposal is Confidential and/or Proprietary a copy of proposal **marked "REDACTED"** should also be provided to the City with the original following the instructions stated under [GENERAL CONDITIONS](#).

In order to ensure a uniform review process and to obtain the maximum degree of comparability, it is required that proposals be organized in the following manner and identified as requested below:

5.2. CONTENT

The Proposer is cautioned to read and become familiar with all sections of the City of Tampa's (City) RFP package. Failure to do so may result in the submission of an irregular RFP response by the Proposer resulting in its possible rejection by the City. The following itemized list identifies various items that are mandatory requirements in order to accept the Proposer's response to the City's RFP. No representation is made that the following list is a complete guide to every requirement for consideration by the Proposer.

IN OPENGOV, THE FOLLOWING ITEMS SHALL BE UPLOADED INTO THE [PROPOSER'S QUESTIONNAIRE, FORMS, AND ACKNOWLEDGEMENTS](#) SECTION:

PROPONENT'S RESPONSE

- Title Page. **Type the name of Proposer's firm, address, telephone number, name of contact person, email address, date, and the title of the RFP.**
- Table of Contents. Include a clear identification of the written material by section and by page number.
- Response to Proposal. **Specifically state the Proposer's understanding of the work to be accomplished and make a positive commitment to perform the work in [SCOPE OF SERVICES](#).**
- Section "Scope of Services". Include all the requirements and/or documentation requested under [SCOPE OF SERVICES](#).
- References. Include a reference list of at least three clients to whom the Proposer has provided services similar to those being proposed to the City. This list will include the following information:

Name of Client
Date of Services
Address
Contact Person
Telephone Number
Email Address

- General Statement of Experience. Include a written, verifiable statement of experience in providing and managing similar services. If the Proposer does not possess any experience similar to the services required, Proposer shall provide any pertinent information or experience Proposer feels may qualify Proposer for consideration of award.
- Operational Plan. Include a narrative description and/or organizational chart outlining the methods of operation, operational structure, and services to be provided by the Proposer. This description should fully and completely demonstrate the Proposer's intended methods for servicing the requirements. Proposers are also encouraged to provide any other pertinent information that will assist the City in evaluating the proposed method of operation.
- Contract Termination for Default. **Has the Proposer's company had a contract** terminated for default in the last five years? Termination for default is defined as notice to stop performance which was delivered to the Proposer due to the Proposer's non-performance or poor performance and the issue of performance was either not litigated due to inaction on the part of the Proposer; or litigated and determined that the Proposer was in default.

If the company has had a contract terminated for default in this period, submit full details including the other party's name, address, and the phone number. **Present the company's position on the matter.** City Representative will evaluate the facts and may, at its sole discretion, reject the RFP on the grounds of its past experience.

- Contract Litigation/Legal Proceedings. The Proposer shall identify any pending lawsuits, past litigation relevant to subject matter of this RFP, providing a statement of any litigation or pending lawsuits that have been filed against the Company in the last five years.

If an action has been filed, state and describe the litigation or lawsuit filed, and identify the court or agency before which the action was instituted, the applicable case or file number, and the status or disposition for such reported action. If no litigation or lawsuit has been filed against the company, provide a statement to that effect.

5.3. REQUIRED FORMS

IN OPENGOV, THE FOLLOWING FORMS SHOULD BE COMPLETED AND UPLOADED INTO THE [PROPOSER'S QUESTIONNAIRE, FORMS, AND ACKNOWLEDGEMENTS](#) SECTION IN THEIR RESPECTIVE TABS:

- Proposer's Affidavit Form **Complete, submit and have notarized the Proposer's Affirmation form provided.** This form must be signed by an authorized representative of the firm.
- Affidavit of Compliance Form Complete, submit and have notarized the Affidavit of Compliance with Foreign Countries of Concern Pursuant to Section 287.138, Florida Statutes (2023) form provided in the RFP Package. This form must be signed by an authorized representative of the firm.
- Sub-Contracting Submittals. No Successful Proposer shall assign the contract or any rights or obligations thereunder without the written consent of the City.
The Successful Proposer shall be required to perform with its own forces at least fifty-one (51) percent of the work, unless prior written consent to subcontract a greater percentage of the work first obtained by the City. In the event of such approved subcontracting, the Successful Proposer agrees to provide the City with written documentation relative to the Subcontractor(s) solicited, or that will be employed in this award, including but not limited to submittal of attached the following Schedule of Sub-Contracting Forms:
 - Schedule of All Sub-Contractors/Consultants/Suppliers Solicited - MBD 10
 - Schedule of Sub-Contractors/Consultants/Suppliers to be Utilized - MBD 20

These forms must be completed (including signatures) and submitted with all proposals. Submittals that do not contain these completed forms shall be deemed "non-responsive". Instructions on completing the forms are included after each form in this RFP package. Subcontractor shall be defined as a business enterprise, firm, partnership, corporation, consultant, or combination thereof having a direct contract with a prime contractor for any portion of the advertised work that is awarded by the owner/owner's representative.

Supplier shall be defined as a business enterprise that either directly contracts with a Prime Contractor/Consultant or directly contracts with a Subcontractor under such Prime Contractor/Consultant to provide materials, supplies or equipment in

connection with a Contract awarded by the owner/owner representative. A Supplier may be a regular dealer, distributor, or manufacturer.

- **Proposer’s Criminal History Screening Practices** Include documentation as referenced.
- Any additional forms requested within the RFP or included in the [PROPOSER’S QUESTIONNAIRE, FORMS, AND ACKNOWLEDGEMENTS](#) Section.

5.4. REQUIRED CERTIFICATIONS

IN OPENGOV, THE FOLLOWING CERTIFICATIONS/ACKNOWLEDGEMENTS AND REQUIRED DOCUMENTATION WILL BE REQUIRED IN THE [PROPOSER’S QUESTIONNAIRE, FORMS, AND ACKNOWLEDGEMENTS](#) SECTION:

- Conflict of Interest(s) Certification of no Conflicts of Interest, or listing of any perceived or known Conflict(s) of Interest.
- Florida Public Records Law Certification acknowledgement of the Florida Public Records Law requirements from [GENERAL CONDITIONS](#) Section and upload of a redacted copy if seeking exemptions.
- Proponent’s Certification to Bind Statement
- Any other certification requested in the RFP or included in the [PROPOSER’S QUESTIONNAIRE, FORMS, AND ACKNOWLEDGEMENTS](#) Section.

5.5. COMPENSATION

Upload an all-inclusive cost statement in the [PROPOSER’S QUESTIONNAIRE, FORMS, AND ACKNOWLEDGEMENTS](#). Provide a detailed cost statement for providing the services indicated in the [SCOPE OF SERVICES](#) Section. Itemize fees, expenses, and any optional costs separately.

6. EVALUATION

No.	Evaluation Criteria	Scoring Method	Weight (Points)
1.	Methodology	Points Based	20 <i>(20% of Total)</i>
2.	Firm’s Experience and Qualifications	Points Based	20 <i>(20% of Total)</i>
3.	Cost to the City	Points Based	15 <i>(15% of Total)</i>
4.	Information Exchange Methods	Points Based	15 <i>(15% of Total)</i>
5.	References	Points Based	5 <i>(5% of Total)</i>
6.	WMBE/SLBE Participation	Points Based	20 <i>(20% of Total)</i>
7.	Proposer’s Criminal History Screening Practices	Points Based	5 <i>(5% of Total)</i>

7. **PROPOSER’S QUESTIONNAIRE, FORMS, AND ACKNOWLEDGEMENTS**

1. **Authorized Representative’s Information***

Please include the following information regarding your Authorized Representative:

- Name

- Title
- Mailing Address
- Telephone Number
- Email Address

*Response required

2. Type of Organization*
How is your business organized?

- Individual
- Small Business
- Non-Profit
- LLC
- Partnership
- Corporation
- Joint Venture

*Response required

3. Business License*

Is your business licensed (unless exempt by applicable law), permitted and certified to do business in the State of Florida?

- Yes
- No

*Response required

When equals "Yes"

3.1. License Number*

Enter your Florida Business License Number here.

*Response required

When equals "Yes"

3.2. Please provide your name as listed with Sunbiz.*

*Response required

4. Public Record Declaration or Claim of Exemption*

As a Bidder, any document you submit to the City of Tampa may be public record and be open for personal inspection or copying by **any person. In Florida "public records" are defined as all documents, papers, letters, maps, books, tapes, photographs, films**, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made, or received pursuant to law or ordinance or in connection with the transaction of official business by any agency. Section 119.011(11), F.S. A document is subject to personal inspection and copying unless it falls under one of the public records exemptions created under Florida law.

Do you claim any exemptions from the public records laws?

- Yes
- No

*Response required

When equals "Yes"

4.1. Exemption from Public Records Law and Agreement to Indemnify and Defend the City of Tampa*
Upload a redacted copy of your submittal.

By claiming that parts of the proposal are exempt from the public records law, and uploading a redacted copy, the Proposer agrees to protect, defend, indemnify, and hold the City of Tampa, its officers, employees, and agents free and harmless from and against any and all claims arising out of a request to inspect or copy the proposal. The Proposer agrees to investigate, handle respond to, provide defense (including payment of attorney fees, court costs, and expert witness fees and expenses up to and including any appeal) for and defend any such claim at its sole cost and expense through counsel chosen by the City of Tampa and agrees to bear all other costs and expenses related thereto, even if they (claims, etc.) are groundless, false, or fraudulent.

*Response required

5. Conflict(s) of Interest*

For purposes of determining any possible conflict of interest, all Proposers, must disclose if any elected or appointed officer of the City of Tampa, City of Tampa employee(s), or any immediate family member* or close personal relation** of an elected or appointed officer of the City of Tampa or City employee(s) is also an owner, corporate officer, agent, employee, stockholder, or has a controlling financial interest***, etc., of their business.

*Immediate family means spouse, parents and children of the person involved.

**Close personal relationship means dating, cohabitation, and/or having an intimate sexual relationship. Dating includes but is not limited to casual dating, serious dating, or casual sexual involvement where the parties have no intention of carrying on a long-term relationship, cohabitation, and any other conduct or behavior normally associated with romantic or sexual relationships. This definition applies regardless of the sexual orientation of the employees involved. Persons involved in a close personal relationship shall be referred to as a "close personal relation."

***Controlling financial interest means ownership, directly or indirectly, to ten (10) percent or more of the outstanding capital stock in any corporation or a direct or indirect interest of ten (10) percent or more in a firm, partnership, or other business entity or such other interest or position in a business entity sufficient to allow him or her to control its operations.

Do you need to disclose any Conflicts of Interest?

Yes

No

*Response required

When equals "Yes"

5.1. Conflict(s) of Interest*

List the name(s) of the City employee, elected or appointed official, and the position(s) with your business

*Response required

6. Response to Proposal*

Specifically state the Proposer's understanding of the work to be accomplished and make a positive commitment to perform the work in SCOPE OF SERVICES.

*Response required

7. Price Proposal*

Please download the below documents, complete, and upload.

- [Cost Proposal Place Holder ...](#)

*Response required

8. Sub-Contracting Submittals*

No Successful Proposer shall assign the contract or any rights or obligations thereunder without the written consent of the City. The Successful Proposer shall be required to perform with its own forces at least fifty-one (51) percent of the work, unless prior written consent to subcontract a greater percentage of the work first obtained by the City. In the event of such

approved subcontracting, the Successful Proposer agrees to provide the City with written documentation relative to the Subcontractor(s) solicited, or that will be employed in this award, including but not limited to submittal of attached the following Schedule of Sub-Contracting Forms:

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Please download the below documents, complete, and upload.

- [FORMS MBD-10, MBD-20.pdf](#)

*Response required

9. Sub-Contractors*
Will you be using Sub-Contractors?

- Yes
 No

*Response required

When equals "Yes"

9.1. I will send MBD-40 within 10 days of the bid opening.*

The bid opening is Monday, August 25, 2025. This form is due to Michelle Estevez(michelle.estevez@tampagov.net) within 10 days of opening date if you are going to utilize sub-contractors under this award. See attachments for MBD-40 form.

Please confirm

*Response required

10. PROPOSER'S AFFIDAVIT*

Please download the below documents, complete, and upload.

- [Proposer's Affidavit.pdf](#)

*Response required

11. AFFIDAVIT OF COMPLIANCE WITH FLORIDA STATUTORY PROVISIONS*

Please download the below documents, complete, and upload.

- [Affidavit of Compliance wit...](#)

*Response required

12. Proposal Confirmation*

By clicking Confirm below, the Proposer complies with all of the requirements of the RFP package including but not limited to Communication Policy and City of Tampa Ethics Code contained in SECTION "GENERAL CONDITIONS".

NOTE: When Proposer is a corporation, the president, vice president or other person duly authorized to bind the corporation shall set out the corporate name in full beneath which he/she shall sign his/her name and give the title of his/her office or position. The

proposal shall also bear the seal of the corporation attested by its corporate secretary. Proposals signed by a person other than an officer of the corporation, shall be accompanied by evidence of authority.

Please confirm

*Response required

13. Criminal History Screening Practices*

Are you applying for an applicable discount or incentive related to Section 2-284 Bidder's Criminal History Screening Practices?

Please review the following and answer the questions accordingly.

The Bidder hereby declines any discount or incentive related to Section 2-284 Bidder's Criminal History Screening Practices.

The Bidder hereby declines any discount or incentive related to Section 2-284 Bidder's Criminal History Screening Practices; however, Bidder has Criminal History Screening practices similar in nature to the practices contained in Chapter 12, Article VI, City of Tampa Code of Ordinances.

The Bidder hereby applies for applicable discount or incentive related to Notarized past employment analysis that includes the number of disadvantaged workers the bidder has hired in the past, or, if the bidder has never hired a disadvantaged worker, an explanation that the bidder made a good faith effort to hire a disadvantaged worker: and,

- An estimate of the number of disadvantaged workers that the bidder has hired or plans to hire if the bidder is awarded the project; and,
- Evidence that the bidder's recruitment literature and employment policy does not include language that is disadvantageous to a disadvantaged worker.
- Identify potential job opportunities under the project that may be available for disadvantaged workers if the City awards the Bidder the project; and,
- Agrees to consider for job placement at least one otherwise qualified disadvantaged worker, to the extent a job opportunity is available, if and after the Bidder is awarded the project; or
- Currently employs a percentage of disadvantaged workers consistent with industry standards as determined by the director of the soliciting department or designee.

Yes

No

*Response required

When equals "No"

13.1. Decline, with similar practices?*

Do you have Criminal History Screening practices similar in nature to the practices contained in Chapter 12, Article VI, City of Tampa Code of Ordinances, but are still declining any discount or incentive?

Yes

No

*Response required

When equals "Yes"

13.2. Documentation*

Upload the following documentation and assurances:

- Notarized past employment analysis that includes the number of disadvantaged workers the bidder has hired in the past, or, if the bidder has never hired a disadvantaged worker, an explanation that the bidder made a good faith effort to hire a disadvantaged worker: and,

- An estimate of the number of disadvantaged workers that the bidder has hired or plans to hire if the bidder is awarded the project; and,
- Evidence that the bidder's recruitment literature and employment policy does not include language that is disadvantageous to a disadvantaged worker.
- Identify potential job opportunities under the project that may be available for disadvantaged workers if the City awards the Bidder the project; and,
- Agrees to consider for job placement at least one otherwise qualified disadvantaged worker, to the extent a job opportunity is available, if and after the Bidder is awarded the project; or
- Currently employs a percentage of disadvantaged workers consistent with industry standards as determined by the director of the soliciting department or designee.

*Response required

14. Document Uploads*

Please upload your bid proposal documents here.

*Response required



City of Tampa

Jane Castor, Mayor

Human Resources Employment Services

306 E. Jackson St.
Tampa, FL 33602

Office: (813) 274-8911
Fax: (813) 274-8913

MEMORANDUM

DATE: October 14, 2025

TO: Deanna Faggart, Purchasing Director

FROM: Kelly Austin, Director of Human Resources

SUBJECT: Background Investigation Services

An evaluation committee consisting of Frank James, Susan Wenrick, Bryan Maholm, Mike Swain, and Sajan Patel reviewed proposals by eight responsive firms to provide Background Investigation services to the City. After review of the responsive proposals and evaluation meetings, the committee determined First Choice Research and Investigations, LLC dba First Choice Background Screening as the highest ranked proposer.

First Choice Background Screening's proposal fully meet the City's requirements and I support the recommendation of the committee to award this RFP to First Choice Background Screening.

The estimated amount of award is \$75,000.00 per year and funding shall be controlled by requisition.

cc: Mike Swain, Employment Services Manager



City of Tampa
Jane Castor, Mayor

Purchasing Department
DeAnna Faggart, NIGP-CPP, CPPO, CPPB, Director
2555 E Hanna Avenue
Tampa, Florida 33610

Office (813) 274-8351
Fax: (813) 274-8355

MEMORANDUM

TO: DeAnna Faggart, NIGP-CPP, CPPO, CPPB, Director of Purchasing
FROM: Michelle Estevez, Senior Procurement Analyst
DATE: October 15, 2025
SUBJECT: RFP Award Recommendation

Below is a list of the proposals received for **RFP #25-P-00283, Background Investigation Services**.

The evaluation committee reviewed, discussed and rated eight proposals from the following vendors:

PROPOSER	AVERAGE POINTS OF PROPOSAL
First Choice Research & Investigations	74.06
Applicant Insight	65.34
AccusourceHR	65.31
Research Associates	63.75
Hire Honest	63
The Orsus Group	59.53
Command Investigations	52.28
VCheck Global	44.04

Based on a review and evaluation of the RFP process, the evaluation committee recommends this contract be awarded to the top score, **First Choice Research and Investigation**. Enclosed with this letter and information packet, is a recommendation letter from the Human Resources & Talent Development Director concurring with the evaluation committee's recommendation of award.



City of Tampa
Purchasing
DeAnna Faggart, Director
2555 E Hanna Ave, Tampa, FL 33610
(813) 274-8351

NOTICE OF INTENT TO AWARD
RFP No. 25-P-00283
Background Investigation Services
RESPONSE DEADLINE: August 25, 2025 at 2:00 pm

Tuesday, October 14, 2025

NOTICE OF INTENT TO AWARD

ITB/RFP Title: Background Investigation Services

ITB/RFP Number: 25-P-00283

Please be advised that the City of Tampa, Director of Purchasing, with concurrence of the Human Resources & Talent Development Department has recommended awarding the above-referenced ITB/RFP to:

First Choice Research and Investigations, LLC dba First Choice Background Screening

This notice is not to be construed as final award of this solicitation. Final award is subject to review by the City of Tampa Purchasing Staff for compliance with purchasing procedures, funding availability, insurance coverage, and legal sufficiency.

A Bidder/Proposer aggrieved by this decision may file a protest not later than 4:30 P.M., five (5) business days from the first posting hereof, pursuant to City of Tampa Code Chapter 2, Article V, Division 3, Section 2-282, Procurement Protest Procedures. Protests not conforming therewith shall not be reviewed.

DeAnna Faggart, NIGP-CPP, CPPO, CPPB

Purchasing Director



City of Tampa
Purchasing

DeAnna Faggart, Director
2555 E Hanna Ave, Tampa, FL 33610

[FIRST CHOICE RESEARCH AND INVESTIGATIONS, LLC DBA FIRST CHOICE BACKGROUND SCREENING] RESPONSE
DOCUMENT REPORT

RFP No. 25-P-00283

[Background Investigation Services](#)

RESPONSE DEADLINE: August 25, 2025 at 2:00 pm

Report Generated: Tuesday, August 26, 2025

First Choice Research and Investigations, LLC dba First Choice Background Screening Response

CONTACT INFORMATION

Company:

First Choice Research and Investigations, LLC dba First Choice Background Screening

Email:

sales@firstchoicebackground.com

Contact:

Nicole Morales

Address:

4611 S University Drive

314

Davie, FL 33328

Phone:

(888) 222-6988

Website:

firstchoicebackground.com

Submission Date:

Aug 25, 2025 1:22 PM (Eastern Time)

ADDENDA CONFIRMATION

Addendum #1

Confirmed Aug 22, 2025 3:04 PM by Nicole Morales

QUESTIONNAIRE

1. Authorized Representative's Information*

Pass

Please include the following information regarding your Authorized Representative:

- Name
- Title
- Mailing Address
- Telephone Number
- Email Address

Nicole Morales

CEO

4611 South University Drive #314, Davie, FL 33328

954.449.7834

nicole@firstchoicebackground.com

2. Type of Organization*

Pass

How is your business organized?

LLC

3. Business License*

Pass

Is your business licensed (unless exempt by applicable law), permitted and certified to do business in the State of Florida?

Yes

LICENSE NUMBER*

Pass

Enter your Florida Business License Number here.

L18000018018

PLEASE PROVIDE YOUR NAME AS LISTED WITH SUNBIZ.*

Pass

FIRST CHOICE RESEARCH AND INVESTIGATIONS, LLC

4. Public Record Declaration or Claim of Exemption*

Pass

As a Bidder, any document you submit to the City of Tampa may be public record and be open for personal inspection or copying by any person. In Florida "public records" are defined as all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made, or received pursuant to law or ordinance or in connection with the transaction of official business by any agency. Section 119.011(11), F.S. A document is subject to personal inspection and copying unless it falls under one of the public records exemptions created under Florida law.

Do you claim any exemptions from the public records laws?

No

5. Conflict(s) of Interest*

Pass

For purposes of determining any possible conflict of interest, all Proposers, must disclose if any elected or appointed officer of the City of Tampa, City of Tampa employee(s), or any immediate family member* or close personal relation** of an elected or appointed officer of the City of Tampa or City employee(s) is also an owner, corporate officer, agent, employee, stockholder, or has a controlling financial interest***, etc., of their business.

*Immediate family means spouse, parents and children of the person involved.

**Close personal relationship means dating, cohabitation, and/or having an intimate sexual relationship. Dating includes but is not limited to casual dating, serious dating, or casual sexual involvement where the parties have no intention of carrying on a long-term relationship, cohabitation, and any other conduct or behavior normally associated with romantic or sexual relationships. This definition applies regardless of the sexual orientation of the employees involved. Persons involved in a close personal relationship shall be referred to as a "close personal relation."

***Controlling financial interest means ownership, directly or indirectly, to ten (10) percent or more of the outstanding capital stock in any corporation or a direct or indirect interest of ten (10) percent or more in a firm, partnership, or other business entity or such other interest or position in a business entity sufficient to allow him or her to control its operations.

Do you need to disclose any Conflicts of Interest?

No

6. Response to Proposal*

Pass

Specifically state the Proposer's understanding of the work to be accomplished and make a positive commitment to perform the work in SCOPE OF SERVICES.

Thank you for the opportunity to participate in your vendor selection process for the City of Tampa. We have shared our expert knowledge of the background screening requirements within our response and look forward to the opportunity to speak with your team regarding their specific goals for a successful program.

We have thoroughly read and understand the request and have prepared our response as required in the provided documents.

First Choice understands that the City intends to enter a Service Contract with a professional contractor whose expertise includes conducting background check and drug screening services for pre-employment, employment, volunteer, tenant, contractor, and contractor employee screening purposes. First Choice is well positioned to meet your requirements and not only meet but exceed your expectations as the City's vendor partner.

- First Choice has carefully read and understands all parts of this solicitation and certifies that the proposal is in accordance with all requirements and specifications.
- First Choice is a certified Woman/Minority owned Corporation, incorporated in the State of Florida.
- First Choice is able to provide different levels of background checks, including those outlined in this solicitation.
- First Choice provides a 24/7 secure web-based portal for both client and applicant submission and retrieval, including e-signature capability.

- First Choice is U.S. owned and operated; none of our operations are off shored outside of the country.
- First Choice’s cutting-edge technology can integrate with many ATS/HRIS systems.
- First Choice has provided a complete pricing schedule as required by this solicitation, signed by an authorized company signatory.

7. Price Proposal*

Pass

Please download the below documents, complete, and upload.

- [Cost Proposal Place Holder ...](#)

First_Choice_-_City_of_Tampa_Pricing_Proposal.pdf

8. Sub-Contracting Submittals*

Pass

No Successful Proposer shall assign the contract or any rights or obligations thereunder without the written consent of the City. **The Successful Proposer shall be required to perform with its own forces at least fifty-one (51) percent of the work, unless prior written consent to subcontract a greater percentage of the work first obtained by the City.** In the event of such approved subcontracting, the Successful Proposer agrees to provide the City with written documentation relative to the Subcontractor(s) solicited, or that will be employed in this award, including but not limited to submittal of attached the following Schedule of Sub-Contracting Forms:

- Schedule of All Sub-Contractors/Consultants/Suppliers Solicited - MBD 10
- Schedule of Sub-Contractors/Consultants/Suppliers to be Utilized - MBD 20

These forms must be completed (including signatures) and submitted with all proposals. Submittals that do not contain these completed forms shall be deemed “non-responsive”. Instructions on completing the forms are included after each form in this RFP package.

Subcontractor shall be defined as a business enterprise, firm, partnership, corporation, consultant, or combination thereof having a direct contract with a prime contractor for any portion of the advertised work that is awarded by the owner/owner's representative.

Supplier shall be defined as a business enterprise that either directly contracts with a Prime Contractor/Consultant or directly contracts with a Subcontractor under such Prime Contractor/Consultant to provide materials, supplies or equipment in connection with a Contract awarded by the owner/owner representative. A Supplier may be a regular dealer, distributor, or manufacturer.

Please download the below documents, complete, and upload.

- [FORMS_MBD-10, MBD-20.pdf](#)

FORMS_MBD-10,_MBD-20_Signed.pdf

9. Sub-Contractors*

Pass

Will you be using Sub-Contractors?

No

10. PROPOSER'S AFFIDAVIT*

Pass

Please download the below documents, complete, and upload.

- [Proposer's Affidavit.pdf](#)

Proposer's_Affidavit_Signed.pdf

11. AFFIDAVIT OF COMPLIANCE WITH FLORIDA STATUTORY PROVISIONS*

Pass

Please download the below documents, complete, and upload.

- [Affidavit of Compliance wit...](#)

Affidavit_of_Compliance_with_Florida_Statutory_Provisions_Signed.pdf

12. Proposal Confirmation*

Pass

By clicking Confirm below, the Proposer complies with all of the requirements of the RFP package including but not limited to Communication Policy and City of Tampa Ethics Code contained in SECTION "GENERAL CONDITIONS".

NOTE: When Proposer is a corporation, the president, vice president or other person duly authorized to bind the corporation shall set out the corporate name in full beneath which he/she shall sign his/her name and give the title of his/her office or position. The proposal shall also bear the seal of the corporation attested by its corporate secretary. **Proposals signed by a person other than an officer of the corporation, shall be accompanied by evidence of authority.**

Confirmed

13. Criminal History Screening Practices*

Pass

Are you applying for an applicable discount or incentive related to Section 2-284 Bidder's Criminal History Screening Practices?

Please review the following and answer the questions accordingly.

The Bidder hereby declines any discount or incentive related to Section 2-284 Bidder's Criminal History Screening Practices.

The Bidder hereby declines any discount or incentive related to Section 2-284 Bidder's Criminal History Screening Practices; however, Bidder has Criminal History Screening practices similar in nature to the practices contained in Chapter 12, Article VI, City of Tampa Code of Ordinances.

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- Identify potential job opportunities under the project that may be available for disadvantaged workers if the City awards the Bidder the project; and,
- Agrees to consider for job placement at least one otherwise qualified disadvantaged worker, to the extent a job opportunity is available, if and after the Bidder is awarded the project; or
- Currently employs a percentage of disadvantaged workers consistent with industry standards as determined by the director of the soliciting department or designee.

No

DECLINE, WITH SIMILAR PRACTICES?*

Pass

Do you have Criminal History Screening practices similar in nature to the practices contained in Chapter 12, Article VI, City of Tampa Code of Ordinances, but are still declining any discount or incentive?

Yes

14. Document Uploads*

Pass

Please upload your bid proposal documents here.

City_of_Tampa_RFP_-fin.pdf



Proposal
Presented to:



City of Tampa

Requested Searches

ADDRESS HISTORY / CREDIT / IDENTITY	
Social Security Trace (Address and name history)	\$2.00
Credit Report (Employment - NO score is provided; site inspection required*)	\$10.50
CRIMINAL HISTORY SEARCHES	
County Criminal Records* (One Name, One County)	\$9.00
Statewide Criminal Records* (One Name, One State)	\$9.00
FirstChek (National Criminal Database, includes National Sex Offender & FirstWatch – One Name) <i>Per FCRA: if record is found, verification at the source is required at \$9.00 per name/source*</i>	\$6.00
Nationwide Federal Criminal Records (One Name, All Districts from residence history)	\$12.00
National Sex Offender Registry (One Name) <i>Per FCRA: if record is found, verification at the source is required at \$9.00 per name/source*</i>	\$2.50
State and FBI LiveScan fingerprint collection and submission registration*	\$8.50
VERIFICATIONS / REFERENCES	
Education Verification* (One School)	\$9.00
Employment Verification* (One Employer)	\$9.00
Professional License/Credential Verification (One License)	\$9.00
Reference Check (One Reference)	\$9.00
Military Service Verification* (One Branch)	\$9.00
MOTOR VEHICLE RECORD (MVR)	
Motor Vehicle Records* (One State)	\$3.25
Commercial Driver's License Information System Search (CDLIS)	\$5.75
DOT SERVICES	
FMCSA Clearinghouse Pre-Employment Full Query	\$4.00
FMCSA Clearinghouse Annual Limited Query <i>Per FMCSA: if record is found, a full query will be processed at \$4.00</i>	\$3.50
FMCSA Clearinghouse Annual Limited Query Batch (25+ per upload) <i>If driver information needs to be reverified, a manual order will be processed at \$3.50</i>	\$2.50

Note: Discounts can be applied when searches are bundled together in packages.

***IMPORTANT 3RD PARTY FEES & SERVICE DETAILS**

ACCESS FEES: ANY GOVERNMENTAL OR THIRD-PARTY ACCESS FEES, INCLUDING WITHOUT LIMITATION, COURT FEES, STATE REPOSITORY FEES, MVR FEES, EMPLOYMENT VERIFICATION FEES, EDUCATION VERIFICATION FEES, ARE PASSED THROUGH TO THE CLIENT AT FIRST CHOICE'S COST. A DETAILED ACCESS FEE LIST WILL BE PROVIDED UPON REQUEST.

DRUG SCREENING: ANY CANCELLED DRUG SCREENING ORDERS, "OUT OF NETWORK" THIRD-PARTY OR PREFERRED THIRD-PARTY DRUG TEST COLLECTION FEES ARE PASSED THROUGH TO CLIENT AT FIRST CHOICE'S COST PLUS AN ADMINISTRATIVE FEE. LAB-BASED PRICES QUOTED ARE BUNDLED AND INCLUSIVE OF BOTH GC/MS AND MRO CONFIRMATION.

OCCUPATIONAL HEALTHCARE SERVICES: PRICES QUOTED ABOVE DO NOT INCLUDE "THIRD-PARTY CLINIC FEES" WHICH WILL BE PASSED THROUGH AT FIRST CHOICE'S COST. CANCELLED OR NO-SHOW APPOINTMENTS WILL BE BILLED AT YOUR STANDARD SERVICE RATE.

COUNTY CRIMINAL & CIVIL COURT RECORDS: A SEARCH OF AVAILABLE CRIMINAL COURT RECORDS IS CONDUCTED AT THE PRIMARY HIGHER COURT (E.G., COUNTY SEAT) IN THE COUNTY SEARCHED. ALL DISCOVERED FELONY AND MISDEMEANOR RECORDS ARE REPORTED IN ACCORDANCE WITH THE STATE AND FEDERAL LAW, IN FULL COMPLIANCE WITH REGULATED CONSUMER REPORTING LIMITATIONS. UNLESS OTHERWISE STATED, PACKAGED COUNTY CRIMINAL & CIVIL SEARCHES INCLUDE A MAXIMUM OF 3 COUNTIES SEARCHED PER NAME OR A TOTAL OF 6 COUNTIES PER FILE WHEN ALIASES ARE INCLUDED. ANY SEARCHES BEYOND THESE THRESHOLDS WILL BE BILLED AT THE ITEMIZED RATE ABOVE AND BEYOND THE STATED PACKAGE PRICE.

STATE REPOSITORY CRIMINAL DATABASE RECORDS: A SEARCH OF AVAILABLE STATE REPOSITORY DATABASE RECORDS IS CONDUCTED IN PERSON OR VIA REAL-TIME ONLINE ACCESS TO THE REPOSITORY. ALL DISCOVERED RECORDS ARE REPORTED IN ACCORDANCE WITH STATE AND FEDERAL LAW, IN FULL COMPLIANCE WITH REGULATED CONSUMER REPORTING LIMITATIONS.

FIRSTCHECK DATABASE & NATIONAL SEX OFFENDER REGISTRY RECORDS: FIRSTCHECK RECORDS ARE VALIDATED AT THE PRIMARY SOURCE PRIOR TO REPORTING. CLIENT IS CHARGED FOR THE VALIDATION AT THE RATE OF THE PRIMARY SOURCE SEARCH.

INTERNATIONAL SERVICES: THE AVAILABILITY AND PRICE FOR INTERNATIONAL CRIMINAL RECORDS SEARCHES VARY BY COUNTRY AND ARE GENERALLY PRICED HIGHER, THAN A DOMESTIC U.S. SEARCH. TURNAROUND TIME IS ALSO LONGER. PLEASE ASK FOR A SPECIFIC INTERNATIONAL CRIMINAL RECORD SEARCH QUOTE AND TURNAROUND TIME ESTIMATE BEFORE ORDERING.

FINGERPRINTING SERVICES: PRICES QUOTED ABOVE DO NOT INCLUDE STATE AND/OR FEDERAL FEES WHICH WILL BE PASSED THROUGH AT FIRST CHOICE'S COST. CANCELLED OR NO-SHOW APPOINTMENTS WILL BE BILLED AT YOUR STANDARD SERVICE RATE.

APPLICANT PAY: PRICE QUOTED DOES NOT INCLUDE PROCESSING FEE WHICH WILL BE ADDED TO THE TOTAL APPLICANT CHARGE.

Mandatory State and County Access Fees



There are over 3,000 counties nationwide, a small percentage of those charge additional administrative court fees. These fees are "pass-thru" and subject to change without notice. First Choice will communicate these changes as soon as we are notified. Please review the list of counties/states below for details.

Quick Links: [Criminal](#) [Civil](#)

CRIMINAL

STATE	JURISDICTION	FEE
ALABAMA	STATEWIDE	\$1.00
	ALL COUNTIES	\$1.00
ALASKA	STATEWIDE	NO FEE
ARIZONA	STATEWIDE	NO FEE
ARKANSAS	STATEWIDE	\$22.00
	BRADLEY	\$6.00
	CALHOUN	\$5.00
	CARROLL	\$1.00
	CHICOT	\$5.00
	CLARK	\$10.00
	CLAY	\$12.00
	CLEBURNE	\$5.00
	CONWAY	\$5.00
	CROSS	\$10.00
	DESHA	\$5.00
	FRANKLIN	\$5.00
	GRANT	\$10.00
	GREENE	\$5.00
	HEMPSTEAD	\$5.00
	HOWARD	\$1.00
	IZARD	\$6.00
	JEFFERSON	\$5.00
	JOHNSON	\$5.00
	LAFAYETTE	\$10.00
	LAWRENCE	\$5.00
	LEE	\$20.00
	MILLER	\$5.00
	MISSISSIPPI	\$4.00
	NEVADA	\$6.00
	OUACHITA	\$5.00
	PERRY	\$5.00
	PHILLIPS	\$5.00
	POPE	\$3.00
	RANDOLPH	\$6.00
	SAINT FRANCIS	\$5.00
	SHARP	\$6.00
	WASHINGTON	\$5.00
	YELL	\$3.00
CALIFORNIA	STATEWIDE	UNAVAILABLE
	ALPINE	\$15.00
	AMADOR	\$15.00
	HUMBOLDT	\$15.00
	INYO	\$15.00
	LASSEN	\$15.00
	LOS ANGELES	\$5.00
	MARIPOSA	\$15.00
	MODOC	\$15.00
	MONO	\$15.00
	SACRAMENTO	\$15.00
	SIERRA	\$15.00
	TUOLUMNE	\$15.00
	TRINITY	\$15.00
COLORADO	STATEWIDE	\$6.70

	DENVER	\$3.50
	ALL OTHER COUNTIES	\$2.20
CONNECTICUT	STATEWIDE	NO FEE
DELAWARE	STATEWIDE	NO FEE
DISTRICT OF COLUMBIA	STATEWIDE	UNAVAILABLE
FLORIDA	STATEWIDE	\$25.00
	SUWANNEE	\$20.00
	TAYLOR	\$20.00
GEORGIA	STATEWIDE*	\$1.00
HAWAII	STATEWIDE	\$5.00
	ALL COUNTIES	\$5.00
IDAHO	STATEWIDE	NO FEE
ILLINOIS	STATEWIDE	\$10.00
INDIANA	STATEWIDE	\$16.32
IOWA	STATEWIDE	NO FEE
KANSAS	STATEWIDE	\$30.00
	ALL COUNTIES (other than Johnson)	\$4.00
KENTUCKY	STATEWIDE	\$27.50
LOUISIANA	STATEWIDE	UNAVAILABLE
	CAMERON	\$20.00
	CATAHOULA	\$20.00
	EVANGELINE	\$5.00
	ORLEANS	\$10.00
	TENSAS	\$20.00
MAINE	STATEWIDE	\$31.00
	ALL COUNTIES	\$31.00
MARYLAND	STATEWIDE	NO FEE
MASSACHUSETTS	STATEWIDE	NO FEE
MICHIGAN	STATEWIDE	\$10.00
	ALCONA	\$20.00
	ALGER	\$20.00
	ALLEGAN	\$5.00
	ARENAC	\$10.00
	BENZIE	\$3.00
	BERRIEN	\$10.00
	BRANCH	\$10.00
	CHARLEVOIX	\$10.00
	DELTA	\$40.00
	DICKINSON	\$10.00
	HURON	\$15.00
	IOSCO	\$10.00
	KALKASKA	\$10.00
	KEWEENAW	\$20.00
	MACKINAC	\$10.00
	MECOSTA	\$10.00
	MISSAUKEE	\$5.00
	OGEMAW	\$5.00
	ONTONAGON	\$15.00
	OSCEOLA	\$5.00
	OSCODA	\$20.00
	OTSEGO	\$5.00
	ROSCOMMON	\$5.00
MINNESOTA	STATEWIDE	NO FEE

Mandatory State and County Access Fees



MISSISSIPPI	STATEWIDE	\$15.00
<i>Mississippi Continued</i>	BENTON	\$10.00
	GEORGE	\$10.00
	GREENE	\$10.00
	HANCOCK	\$15.00
	JACKSON	\$1.00
	MADISON	\$6.00
	PERRY	\$15.00
	STONE	\$10.00
	TIPPAH	\$2.50
	WARREN	\$10.00
MISSOURI	STATEWIDE	NO FEE
	JOHNSON	\$10.00
	LACLEDE	\$10.00
	SAINT LOUIS	\$5.00
MONTANA	STATEWIDE	\$20.00
	BEAVERHEAD	\$24.00
	BIG HORN	\$39.00
	BLAINE	\$28.00
	BROADWATER	\$28.00
	CARBON	\$24.00
	CARTER	\$28.00
	CASCADE	\$10.00
	CHOUTEAU	\$28.00
	CUSTER	\$39.00
	DANIELS	\$28.00
	DAWSON	\$28.00
	DEER LODGE	\$19.00
	FALLON	\$39.00
	FERGUS	\$15.00
	FLATHEAD	\$39.00
	GALLATIN	\$39.00
	GARFIELD	\$39.00
	GLACIER	\$28.00
	GOLDEN VALLEY	\$39.00
	GRANITE	\$21.00
	HILL	\$39.00
	JEFFERSON	\$34.00
	JUDITH BASIN	\$28.00
	LAKE	\$10.00
	LEWIS & CLARK	\$28.00
	LIBERTY	\$28.00
	LINCOLN	\$14.00
	MADISON	\$28.00
	MCCONE	\$39.00
	MEAGHER	\$28.00
	MINERAL	\$39.00
	MISSOULA	\$24.00
	MUSSELSHELL	\$39.00
	PARK	\$39.00
	PETROLEUM	\$28.00
	PHILLIPS	\$14.00
	PONDERA	\$17.50
	POWDER RIVER	\$39.00
	POWELL	\$39.00
	PRAIRIE	\$19.00
	RAVALLI	\$24.00
	RICHLAND	\$39.00
	ROOSEVELT	\$28.00
	ROSEBUD	\$24.00

<i>Montana Continued</i>	SANDERS	\$39.00
	SHERIDAN	\$28.00
	SILVER BOW	\$24.00
	STILLWATER	\$28.00
	SWEET GRASS	\$28.00
	TETON	\$17.50
	TOOLE	\$29.00
	TREASURE	\$39.00
	VALLEY	\$28.00
	WHEATLAND	\$28.00
	WIBAUX	\$28.00
NEBRASKA	STATEWIDE	\$1 PER CASE
NEVADA	STATEWIDE	UNAVAILABLE
	CARSON CITY	\$15.00
	CHURCHILL	\$15.00
	CLARK	\$10.00
	DOUGLAS	\$15.00
	ELKO	\$15.00
	ESMERALDA	\$10.00
	EUREKA	\$15.00
	HUMBOLDT	\$10.00
	LANDER	\$15.00
	LINCOLN	\$15.00
	LYON	\$15.00
	MINERAL	\$15.00
	NYE	\$15.00
	PERSHING	\$10.00
	STOREY	\$15.00
	WASHOE	\$20.00
	WHITE PINE	\$15.00
NEW HAMPSHIRE	STATEWIDE	\$25.00
	BELKNAP	\$13.00
	CARROLL	\$13.00
	CHESHIRE	\$13.00
	COOS	\$13.00
	GRAFTON	\$13.00
	HILLSBOROUGH	\$26.00
	MERRIMACK	\$13.00
	ROCKINGHAM	\$13.00
	STRAFFORD	\$13.00
	SULLIVAN	\$13.00
NEW JERSEY	STATEWIDE	\$4.00
	ALL COUNTIES	\$4.00
NEW MEXICO	STATEWIDE	NO FEE
NEW YORK	STATEWIDE	\$98.00
	ALL COUNTIES	\$98.00
NORTH CAROLINA	STATEWIDE	NO FEE
	MECKLENBURG	\$25.00
NORTH DAKOTA	STATEWIDE	NO FEE
OHIO	STATEWIDE**	UNAVAILABLE
OKLAHOMA	STATEWIDE	NO FEE
OREGON	STATEWIDE	\$10.00
PENNSYLVANIA	STATEWIDE	NO FEE
	CAMBRIA	\$5.00
	CUMBERLAND	\$19.00
	DELAWARE	\$10.00
	INDIANA	\$10.75
	LUZERNE	\$15.00
	SCHUYLKILL	\$10.00
PUERTO RICO	STATEWIDE	\$15.00

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Mandatory State and County Access Fees



Puerto Rico Continued	ALL COUNTIES	\$15.00
RHODE ISLAND	STATEWIDE	NO FEE
SOUTH CAROLINA	STATEWIDE	\$26.00
	BEAUFORT	\$10.00
SOUTH DAKOTA	STATEWIDE	\$20.00
	ALL COUNTIES	\$20.00
TENNESSEE	STATEWIDE	\$29.00
	BENTON	\$5.00
	BLEDSON	\$5.00
	CARROLL	\$5.00
	HOUSTON	\$10.00
	HUMPHREYS	\$10.00
	JOHNSON	\$10.00
	KNOX	\$15.00
	MARION	\$3.00
TEXAS	STATEWIDE	\$3.00
	HANSFORD	\$13.00
UTAH	STATEWIDE	\$0.35
	ALL COUNTIES	\$0.35
VERMONT	STATEWIDE	\$30.00
VIRGINIA	STATEWIDE	UNAVAILABLE
WASHINGTON	STATEWIDE	\$0.15
	ALL COUNTIES	\$0.15
WEST VIRGINIA	STATEWIDE	UNAVAILABLE
WISCONSIN	STATEWIDE	NO FEE
WYOMING	STATEWIDE**	UNAVAILABLE
	ALBANY	\$20.00
	BIG HORN	\$20.00

Wyoming Continued	CAMPBELL	\$20.00
	CARBON	\$20.00
	CONVERSE	\$20.00
	CROOK	\$20.00
	FREMONT	\$20.00
	GOSHEN	\$20.00
	HOT SPRINGS	\$20.00
	JOHNSON	\$20.00
	LARAMIE	\$20.00
	LINCOLN	\$20.00
	NATRONA	\$10.00
	NIOBRARA	\$20.00
	PARK	\$20.00
	PLATTE	\$20.00
	SHERIDAN	\$20.00
	SUBLETTE	\$20.00
	SWEETWATER	\$20.00
	TETON	\$20.00
	UINTA	\$20.00
	WASHAKIE	\$20.00
	WESTON	\$20.00
* Requires signed authorization and/or U.S. Mail processing		
**Fingerprints and/or notarized form required		

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Mandatory State and County Access Fees



CIVIL

STATE	JURISDICTION	FEE
ALABAMA	ALL COUNTIES	\$1.65
ARKANSAS	BRADLEY	\$6.00
	CALHOUN	\$5.00
	CARROLL	\$1.00
	CHICOT	\$5.00
	CLARK	\$10.00
	CLAY	\$12.00
	CLEBURNE	\$5.00
	CROSS	\$10.00
	DESHA	\$5.00
	FRANKLIN	\$5.00
	GREENE	\$5.00
	HEMPSTEAD	\$5.00
	IZARD	\$6.00
	JEFFERSON	\$5.00
	JOHNSON	\$5.00
	LAFAYETTE	\$10.00
	LAWRENCE	\$5.00
	LEE	\$20.00
	MILLER	\$5.00
	MISSISSIPPI	\$4.00
	NEVADA	\$6.00
	OUACHITA	\$5.00
	PERRY	\$5.00
	PHILLIPS	\$5.00
	POPE	\$3.00
	RANDOLPH	\$6.00
	SAINT FRANCIS	\$5.00
	SHARP	\$6.00
	WASHINGTON	\$5.00
	YELL	\$3.00
CALIFORNIA	ALAMEDA	\$1.00
	TUOLUMNE	\$15.00
	TRINITY	\$15.00
COLORADO	DENVER	\$5.35
	ALL OTHER COUNTIES	\$2.45
FLORIDA	SUWANNEE	\$14.00
	TAYLOR	\$14.00
GEORGIA	HARRIS	\$5.00
KANSAS	ALL COUNTIES (other than Johnson)	\$4.00
LOUISIANA	EVANGELINE	\$5.00
MAINE	ANDROSCOGGIN	\$41.00
	AROOSTOOK	\$20.50
	CUMBERLAND	\$20.50
	FRANKLIN	\$20.50
	HANCOCK	\$20.50
	KENNEBEC	\$20.50
	KNOX	\$20.50
	LINCOLN	\$20.50
	OXFORD	\$20.50
	PENOBSCOT	\$20.50
	PISCATAQUIS	\$20.50
	SAGADAHOC	\$20.50
	SOMERSET	\$20.50
	WALDO	\$20.50

	WASHINGTON	\$20.50
<i>Maine Continued</i>	YORK	\$41.00
MICHIGAN	ALCONA	\$20.00
	ALGER	\$20.00
	ALLEGAN	\$5.00
	ARENAC	\$10.00
	BENZIE	\$3.00
	BERRIEN	\$10.00
	BRANCH	\$10.00
	CHARLEVOIX	\$10.00
	DELTA	\$40.00
	DICKINSON	\$10.00
	HURON	\$10.00
	IOSCO	\$10.00
	KALKASKA	\$10.00
	KEWEENAW	\$20.00
	MACKINAC	\$10.00
	MECOSTA	\$10.00
	MISSAUKEE	\$5.00
	OGEMAW	\$5.00
	ONTONAGON	\$15.00
	OSCEOLA	\$5.00
	OSCODA	\$20.00
	OTSEGO	\$5.00
	ROSCOMMON	\$5.00
MISSISSIPPI	BENTON	\$10.00
	GEORGE	\$12.50
	GREENE	\$10.00
	HANCOCK	\$10.00
	MADISON	\$6.00
	PERRY	\$15.00
	WARREN	\$5.00
MONTANA	BEAVERHEAD	\$24.00
	BIG HORN	\$39.00
	BLAINE	\$28.00
	BROADWATER	\$28.00
	CARBON	\$24.00
	CARTER	\$28.00
	CASCADE	\$10.00
	CHOUTEAU	\$28.00
	CUSTER	\$39.00
	DANIELS	\$28.00
	DAWSON	\$28.00
	DEER LODGE	\$19.00
	FALLON	\$39.00
	FERGUS	\$15.00
	FLATHEAD	\$39.00
	GALLATIN	\$39.00
	GARFIELD	\$39.00
	GLACIER	\$28.00
	GOLDEN VALLEY	\$39.00
	GRANITE	\$21.00
	HILL	\$39.00
	JEFFERSON	\$34.00
	JUDITH BASIN	\$28.00
	LAKE	\$10.00
	LEWIS & CLARK	\$28.00

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Mandatory State and County Access Fees



Montana Continued	LIBERTY	\$28.00
	LINCOLN	\$14.00
	MADISON	\$28.00
	MCCONE	\$39.00
	MEAGHER	\$28.00
	MINERAL	\$39.00
	MISSOULA	\$24.00
	MUSSELSHELL	\$39.00
	PARK	\$39.00
	PETROLEUM	\$28.00
	PHILLIPS	\$14.00
	PONDERA	\$17.50
	POWDER RIVER	\$39.00
	POWELL	\$39.00
	PRAIRIE	\$19.00
	RAVALLI	\$24.00
	RICHLAND	\$39.00
	ROOSEVELT	\$28.00
	ROSEBUD	\$24.00
	SANDERS	\$39.00
	SHERIDAN	\$28.00
	SILVER BOW	\$24.00
	STILLWATER	\$28.00
Montana Continued	SWEET GRASS	\$28.00
	TETON	\$17.50
	TOOLE	\$29.00
	TREASURE	\$39.00
	VALLEY	\$28.00
	WHEATLAND	\$28.00
	WIBAUX	\$28.00

NEBRASKA	ALL COUNTIES	\$0.50
NEW HAMPSHIRE	BELKNAP	\$13.00
	CARROLL	\$13.00
	CHESHIRE	\$13.00
	COOS	\$13.00
	GRAFTON	\$13.00
	HILLSBOROUGH	\$26.00
	MERRIMACK	\$13.00
	ROCKINGHAM	\$13.00
	STRAFFORD	\$13.00
	SULLIVAN	\$13.00
NEW YORK	MADISON	\$20.00
NORTH CAROLINA	ALL COUNTIES	\$1.60
SOUTH DAKOTA	ALL COUNTIES	\$20.00
TENNESSEE	BENTON	\$5.00
	BLEDSOE	\$5.00
	HOUSTON	\$10.00
	HUMPHREYS	\$10.00
	JOHNSON	\$10.00
	KNOX	\$15.00
	MARION	\$3.00
UTAH	ALL COUNTIES	\$0.35
WASHINGTON	ALL COUNTIES	\$5.00
WYOMING	ALL COUNTIES	\$20.00
	NATRONA	\$10.00

**Please be advised that fees are subject to change without notice.
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MVR State Access Fees



Standard Requirements: License # and Last Name

State	MVR Type	State Access	History	Points Reported	Turnaround Time	Additional Requirements
ALABAMA	STANDARD	\$10.00	3 years	No	Instant	
ALASKA	STANDARD	\$10.00	3 years	No	Instant	DOB
ARIZONA	STANDARD	\$6.00	3 years	Yes	Instant	
ARIZONA	EXTENDED	\$8.00	5 years	Yes	Instant	
ARKANSAS	STANDARD	\$12.70	3 years	No	Instant	DOB
CALIFORNIA	STANDARD	\$2.00	3 years	Yes	Instant	
COLORADO	STANDARD	\$6.00	7 years	Yes	Instant	
CONNECTICUT	STANDARD	\$18.00	3 years	No	Instant	
DELAWARE	STANDARD	\$25.00	3 years	Yes	Instant	
DIST. OF COLUMBIA	STANDARD	\$7.00	3 years	Yes	Instant	
DIST. OF COLUMBIA	EXTENDED	\$13.00	10 years	Yes	Instant	First Name; DOB
FLORIDA	STANDARD	\$8.10	3 years	Yes	Instant	
FLORIDA	EXTENDED	\$10.10	7 years	Yes	Instant	
FLORIDA	UNLIMITED	\$10.10	Unlimited	Yes	Instant	
GEORGIA	STANDARD	\$6.00	3 years	Yes	Instant	First Name; DOB
GEORGIA	EXTENDED	\$8.00	7 years	Yes	Instant	First Name; DOB
HAWAII	STANDARD	\$23.00	3 years	No	24 hours	First Name; DOB
IDAHO	STANDARD	\$10.00	3 years	Yes	Instant	DOB
ILLINOIS	STANDARD	\$20.00	3 years	No	Instant	
INDIANA	STANDARD	\$10.00	3 years	Yes	Instant	First Name; DOB
IOWA	STANDARD	\$10.30	3 years	No	Instant	
KANSAS	STANDARD	\$16.70	3 years	No	Instant	
KENTUCKY	STANDARD	\$6.00	3 years	Yes	Instant	
LOUISIANA	STANDARD	\$18.00	3 years	No	Instant	
MAINE	STANDARD	\$7.00	3 years	Yes	Instant	
MAINE	EXTENDED	\$12.00	10 years	Yes	Instant	
MARYLAND	STANDARD	\$15.00	3 years	Yes	Instant	
MASSACHUSETTS	STANDARD	\$8.00	3 years	Yes	Instant	
MICHIGAN	STANDARD	\$15.00	3 years	Yes	Instant	
MINNESOTA	STANDARD	\$5.00	3 years	No	Instant	
MISSISSIPPI	STANDARD	\$14.00	3 years	No	Instant	DOB
MISSOURI	STANDARD	\$5.88	3 years	Yes	24 hours	
MONTANA	STANDARD	\$7.87	3 years	Yes	Instant	First Name; DOB
NEBRASKA	STANDARD	\$7.50	3 years	Yes	Instant	
NEVADA	STANDARD	\$7.00	3 years	No	Instant	
NEW HAMPSHIRE	STANDARD	\$17.00	3 years	Yes	Instant	First Name; DOB
NEW JERSEY	STANDARD	\$12.00	3 years	Yes	Instant	
NEW MEXICO	STANDARD	\$6.50	3 years	Yes	Instant	
NEW YORK	STANDARD	\$7.00	3 years	Yes	Instant	
NORTH CAROLINA	STANDARD	\$12.75	3 years	Yes	Instant	
NORTH CAROLINA	EXTENDED	\$12.75	7 years	Yes	Instant	
NORTH DAKOTA	STANDARD	\$3.00	3 years	Yes	Instant	
OHIO	STANDARD	\$5.00	3 years	Yes	24 hours	First Name
OKLAHOMA	STANDARD	\$27.50	3 years	No	Instant	First Name; DOB
OREGON	STANDARD	\$13.99	3 years	No	Instant	DOB
PENNSYLVANIA	STANDARD	\$15.00	10 years	No	24 hours	First Name; DOB; SSN
RHODE ISLAND	STANDARD	\$21.00	3 years	No	Instant	
SOUTH CAROLINA	STANDARD	\$7.25	3 years	Yes	Instant	
SOUTH CAROLINA	EXTENDED	\$7.25	10 years	Yes	Instant	
SOUTH DAKOTA	STANDARD	\$5.00	3 years	No	Instant	
TENNESSEE	STANDARD	\$7.50	3 years	No	Instant	
TEXAS	STANDARD	\$6.50	3 years	No	Instant	DOB
TEXAS	CDL	\$7.50	5 years	No	Instant	DOB
UTAH	STANDARD	\$11.00	3 years	No	Instant	
VERMONT	STANDARD	\$21.00	3 years	No	Instant	
VIRGINIA	STANDARD	\$8.00	3 years	Yes	Instant	

WASHINGTON	STANDARD	\$15.00	5 years 7 years Major Violations	No	Instant	
WEST VIRGINIA	STANDARD	\$12.50	3 years	Yes	Instant	
WISCONSIN	STANDARD	\$7.00	3 years	Yes	Instant	
WYOMING	STANDARD	\$10.00	3 years	No	Instant	
WYOMING	CDL	\$10.00	10 years	No	Instant	

These fees are "pass-thru" and subject to change without notice. First Choice will communicate these changes as soon as we are notified.

7/1/2025



Failure to Complete, Sign and Submit Both Forms 10 & 20 SHALL render the Proposal Non-Responsive

Page 1 of 4 – DMI Solicited/Utilized Schedules
City of Tampa – Schedule of All Solicited Sub-(Contractors/Consultants/Suppliers)
(FORM MBD-10)

Contract No.: 25-P-00283 Contract Name: Background Investigation Services
Company Name: First Choice Background Screening Address: 4611 South University Drive #314, Davie, FL 33328
Federal ID: 65-0656663 Phone: 888-222-6988 Fax: 954-449-0756 Email: sales@firstchoicebackground.com

Check applicable box(es). Detailed Instructions for completing this form are on page 2 of 4.

No Firms were contacted or solicited for this contract.

No Firms were contacted because: _____

See attached list of additional Firms solicited and all supplemental information (List must comply to this form)

Note: Form MBD-10 must list ALL subcontractors solicited including Non-minority/small businesses

NIGP Code Categories: Buildings = 909, General = 912, Heavy = 913, Trades = 914, Architects = 906, Engineers & Surveyors = 925, Supplier = 912-77

S = SLBE W=WMBE O = Neither	Company Name Address Phone, Fax, Email	Type of Ownership (F=Female M=Male) BF BM = African Am. HF HM = Hispanic AF AM = Asian Am. NF NM = Native Am. CF CM = Caucasian	Trade or Services NIGP Code (listed above)	Contact Method L=Letter F=Fax E=Email P=Phone	Quote or Response Received Y/N

Failure to Complete, Sign and Submit
this form with your Proposal
Shall render the Proposal Non-
Responsive
(Do Not Modify This Form)

It is hereby certified that the information provided is an accurate and true account of contacts and solicitations for sub-contracting opportunities on this contract.

Signed: Nicole Morales Name/Title: Nicole Morales, CEO Date: 8/22/2025

Failure to Complete, Sign and Submit Both Forms 10 & 20 SHALL render the Proposal Non-Responsive
Forms must be included with Proposal



Page 2 of 4 – DMI Solicited/Utilized

Instructions for completing The Sub-(Contractors/Consultants/ Suppliers) Solicited Form (Form MBD-10)

This form must be submitted with all proposals. All subcontractors (regardless of ownership or size) solicited and subcontractors from whom unsolicited quotations were received must be included on this form. The instructions that follow correspond to the headings on the form required to be completed. Note: Ability or desire to self-perform all work shall not exempt the prime from Good Faith Efforts to achieve participation.

- **Contract No.** This is the number assigned by the City of Tampa for the proposal.
- **Contract Name.** This is the name of the contract assigned by the City of Tampa for the proposal.
- **Contractor Name.** The name of your business and/or doing business as (dba) if applicable.
- **Address.** The physical address of your business.
- **Federal ID. FIN.** A number assigned to your business for tax reporting purposes.
- **Phone.** Telephone number to contact business.
- **Fax.** Fax number for business.
- **Email.** Provide email address for electronic correspondence.
- **No Firms were contacted or solicited for this contract.** Checking the box indicates that a pre-determined Subcontract Goal or Participation Plan Requirement was not set by the City resulting in your business not using subcontractors and will self-perform all work. If during the performance of the contract you employ subcontractors, the City must pre-approve subcontractors. Use of the “Sub-(Contractors/Consultants/Suppliers) Payments” form (MBD Form-30) must be submitted with every pay application and invoice. Note: Certified SLBE or WMBE firms bidding as Primes are not exempt from outreach and solicitation of subcontractors.
- **No Firms were contacted because.** Provide brief explanation why no firms were contacted or solicited.
- **See attached documents.** Check box, if after you have completed the DMI Form in its entirety, you need more space to list additional firms and/or if you have supplemental information/documentation relating to the form. All DMI data not submitted on the MBD Form-10 must be in the same format and have all requested data from MBD Form-10 included.

The following instructions are for information of any and all subcontractors solicited.

- **“S” = SLBE, “W” = WMBE.** Enter “S” for firms Certified by the City as Small Local Business Enterprises and/or “W” for firms Certified by the City as either Women/Minority Business Enterprise; **“O” = Non-certified others.**
- **Federal ID. FIN.** A number assigned to a business for tax reporting purposes. This information is critical in proper identification and payment of the contractor/subcontractor.
- **Company Name, Address, Phone & Fax.** Provide company information for verification of payments.
- **Type of Ownership.** Indicate the Ethnicity and Gender of the owner of the subcontracting business.
- **Trade, Services, or Materials** indicate the trade, service, or materials provided by the subcontractor. NIGP codes aka “National Institute of Governmental Purchasing” are listed at top section of document.
- **Contact Method L=letter, F=fax, E=Email, P=Phone.** Indicate with letter the method(s) of soliciting for bid.
- **Quote or Resp. (response) Rec’d (received) Y/N.** Indicate “Y” Yes if you received a quotation or if you received a response to your solicitation. Indicate “N” No if you received no response to your solicitation from the subcontractor. Must keep records: log, ledger, documentation, etc. that can validate/verify.

For additional information visit the Equal Business Opportunity Office website at www.tampagov.net/ebo



Failure to Complete, Sign and Submit Both Forms 10 & 20 SHALL render the Proposal Non-Responsive

Page 3 of 4 – DMI Solicited/Utilized Schedules

City of Tampa – Schedule of All To-Be-Utilized Sub-(Contractors/Consultants/Suppliers) (FORM MBD-20)

Contract No.: 25-P-00283 Contract Name: Background Investigation Services
Company Name: First Choice Background Screening Address: 4611 South University Drive #314, Davie, FL 33328
Federal ID: 65-0656663 Phone: 888-222-6988 Fax: 954-449-0756 Email: sales@firstchoicebackground.com

Check applicable box(es). Detailed Instructions for completing this form are on page 4 of 4.

[] See attached list of additional Firms Utilized and all supplemental information (List must comply to this form)

Note: Form MBD-20 must list ALL subcontractors To-Be-Utilized including Non-minority/small businesses

[x] No Subcontracting/consulting (of any kind) will be performed on this contract.

[] No Firms are listed to be utilized because:

NIGP Code General Categories: Buildings = 909, General = 912, Heavy = 913, Trades = 914, Architects = 906, Engineers & Surveyors = 925, Supplier = 912-77

Enter "S" for firms Certified as Small Local Business Enterprises, "W" for firms Certified as Women/Minority Business Enterprise, "O" for Other Non-Certified

Table with 6 columns: Certification (S=SLBE, W=WMBE, O=Neither), Federal ID, Company Name/Address/Phone/Fax/Email, Type of Ownership (BF BM, HF HM, AF AM, NF NM, CF CM), Trade/Services/Materials/NIGP Code, \$ Amount of Quote/Letter of Intent, Percent of Scope or Contract %.

Failure to Complete, Sign and Submit this form with your Proposal Shall render the Proposal Non-Responsive. (Do Not Modify This Form)

Total ALL Subcontract / Supplier Utilization \$
Total SLBE Utilization \$
Total WMBE Utilization \$
Percent SLBE Utilization of Total Bid/Proposal Amt. % Percent WMBE Utilization of Total Bid/Proposal Amt. %

It is hereby certified that the following information is a true and accurate account of utilization for sub-contracting opportunities on this Contract.

Signed: [Signature] Name/Title: Nicole Morales, CEO Date: 8/22/2025
Failure to Complete, Sign and Submit Both Forms 10 & 20 SHALL render the Proposal Non-Responsive
Forms must be included with Proposal



Page 4 of 4 DMI – Solicited/Utilized

Instructions for completing The Sub-(Contractors/Consultants/ Suppliers) to be Utilized Form (Form MBD-20)

This form must be submitted with all bids or proposals. All subcontractors (regardless of ownership or size) projected to be utilized must be included on this form. Note: Ability or desire to self-perform all work shall not exempt the prime from Good Faith Efforts to achieve participation.

Contract No. This is the number assigned by the City of Tampa for the bid or proposal.

- **Contract Name.** This is the name of the contract assigned by the City of Tampa for the bid or proposal.
- **Contractor Name.** The name of your business and/or doing business as (dba) if applicable.
- **Address.** The physical address of your business.
- **Federal ID. FIN.** A number assigned to your business for tax reporting purposes.
- **Phone.** Telephone number to contact business.
- **Fax.** Fax number for business.
- **Email.** Provide email address for electronic correspondence.
- **No Subcontracting/consulting (of any kind) will be performed on this contract.** Checking box indicates your business will not use subcontractors when no Subcontract Goal or Participation Plan Requirement was set by the City but will self-perform all work. When subcontractors are utilized during the performance of the contract, the “Sub-(Contractors/Consultants/Suppliers) Payments” form (MBD Form-30) must be submitted with every pay application and invoice. Note: certified SLBE or WMBE firms bidding as Primes are not exempt from outreach and solicitation of subcontractors, including completion and submitting Form-10 and Form-20.
- **No Firms listed To-Be-Utilized.** Check box; provide brief explanation why no firms were retained when a goal or participation plan requirement was set on the contract. Note: mandatory compliance with Good Faith Effort outreach (GFECF) requirements applies (MBD Form-50) and supporting documentation must accompany the bid.
- **See attached documents.** Check box, if after completing the DMI Form in its entirety, you need more space to list additional firms and/or if you have supplemental information/documentation relating to the scope/value/percent utilization of subcontractors. Reproduce copies of MBD-20 and attach. All data not submitted on duplicate forms must be in the same format and content as specified in these instructions.

The following instructions are for information of Any and All subcontractors To Be Utilized.

- **Federal ID. FIN.** A number assigned to a business for tax reporting purposes. This information is critical in proper identification of the subcontractor.
- **“S” = SLBE, “W” = WMBE.** Enter “S” for firms Certified by the City as Small Local Business Enterprises and/or “W” for firms Certified by the City as Women/Minority Business Enterprise; **“O” = Non-certified others.**
- **Company Name, Address, Phone & Fax.** Provide company information for verification of payments.
- **Type of Ownership.** Indicate the Ethnicity and Gender of the owner of the subcontracting business.
- **Trade, Services, or Materials (NIGP code if Known)** Indicate the trade, service, or material provided by the subcontractor. Abbreviated list of NIGP is available at <http://www.tampagov.net/mbd> “Information Resources”.
- **Amount of Quote, Letters of Intent** (required for both SLBEs and WMBEs).
- **Percent of Work/Contract.** Indicate the percent of the total contract price the subcontract(s) represent. For CCNA only (i.e., Consultant A/E Services) you must indicate subcontracts as percent of total scope/contract.
- **Total Subcontract/Supplier Utilization.** – Provide total dollar amount of all subcontractors/suppliers projected to be used for the contract. (Dollar amounts may be optional in CCNA depending on solicitation format).
- **Total SLBE Utilization.** Provide total dollar amount for all projected SLBE subcontractors/Suppliers used for this contract. (Dollar amounts may be optional in CCNA proposals depending on the solicitation format).
- **Total WMBE Utilization.** Provide total dollar amount for all projected WMBE subcontractors/Suppliers used for this contract. (Dollar amounts may be optional in CCNA proposals depending on the solicitation format).
- **Percent SLBE Utilization.** Total amount allocated to SLBEs divided by the total bid/proposal amount.
- **Percent WMBE Utilization.** Total amount allocated to WMBEs divided by the total bid/proposal amount.

For additional information visit the Equal Business Opportunity Office website at www.tampagov.net/ebo

PROPOSER'S AFFIDAVIT

Before me, the undersigned authority who is duly authorized by law to administer oaths and take acknowledgements, personally appeared

Nicole Morales

AFFIANT'S NAME (Person's Name)

Who, after being duly cautioned and sworn, and being fully aware of the penalties of perjury, does hereby depose and declare, on his own behalf or as a representative on behalf of a partnership or corporation, or other entity that is the Proposer in the matter at hand, as follows:

1. That the Proposer, if a natural person, is of lawful age.
2. That if the Proposer is a partnership, or a corporation, or other legal person or entity recognized in the State of Florida, it has complied with all laws and ordinances governing the formation and continued existence of such entities, including but not limited to, if a Florida corporation, to the filing of its Articles of Incorporation with the Florida Secretary of State and if a corporation incorporated under the laws of a state other than Florida, that it is duly authorized to do business in the State of Florida; that it is currently an active corporation or entity fully authorized to do business; and that the undersigned is representative of the corporation or entity authorized to make this affirmation and declaration and who has the power to bind said corporation or entity.
3. That if the Proposer is operating under a fictitious name, Proposer has currently complied with and any and all laws and procedures governing the operation of businesses under fictitious names in the State of Florida;
4. That the Proposer has not submitted a rigged proposal, nor engaged in collusive bidding, or a collusive bidding arrangement, or fraudulent bidding, or entered into a conspiracy in connection with this RFP with any other natural person, partnership, corporation or other entity making a proposal for the same purpose. The Proposer has not entered into any understanding or agreement with any other person or entity where one or more such persons or entities agrees not to bid or fixing the prices to be bid.
5. In the event that the City determines that the Proposer has participated in any collusive, deceptive, or fraudulent practices in derogation of the statements in this Affidavit the City, in addition to any other remedy it may exercise, will have the right to debar the Proposer. The contract let under such circumstances shall be deemed invalid.
6. That the Proposer is not in arrears to the City of Tampa upon debt or contract and is not in default, as surety or otherwise, of any obligation to the City, Hillsborough County, or the State of Florida
7. That no officer or employee of the City, either individually or through any firm, corporation, or business of which he/she is a stockholder or holds office, shall receive any substantial benefit, or profit out of the contract to this Proposer; nor does the Proposer know of any City officer or employee having any financial interest in assisting the Proposer to obtain, or in any other way effecting, the award of the contract to this Proposer.
8. That, by submitting this proposal, the Proposer certifies that he/she has fully read and understands the RFP method and has full knowledge of the scope, nature, and quality of work to be performed or the services to be rendered.
9. That, by submitting this proposal, Affiant certifies compliance with Section 287.135, Florida Statutes and for contracts for goods or services of \$1 million or more, that the Proposer is not on the Scrutinized Companies with Activities in the Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies with Activities in Iran Terrorism Sectors List and is not engaged in business operations in Cuba or Syria, and that for contracts for goods or services of any amount, that the Proposer is not on the Scrutinized Companies that Boycott Israel List, and is not engaged in a boycott of Israel. Affiant understands that pursuant to Section 287.135, Florida Statutes, the submission of a false certification may subject Proposer to civil penalties, attorney's fees, other costs, and termination of any contract that is awarded.

The Proposer shall comply with the applicable requirements of Federal and state laws, all Codes and Ordinances of the City of Tampa as amended from time to time and any applicable professional regulations.

FURTHER AFFIANT SAYETH NOT.

Proposer: Complete the applicable acknowledgement for an Individual Acting in His/Her Own Right or an Entity (by type):

FOR AN INDIVIDUAL ACTING IN HIS/HER OWN RIGHT

State of _____
County of _____

The foregoing instrument was sworn to (or affirmed) and subscribed before me by means of physical presence or online notarization this _____ day of _____, 20____, by _____, who is personally known to me or who has produced identification and who did (did not) take an oath.

Signature of Notary Public

Signature of Affiant

Notary Public
State of: _____
My Commission
Expires: _____

Printed, typed, or stamped
Commissioned name of notary public

Printed or typed name of Affiant

FOR AN ENTITY

State of Florida
County of Broward

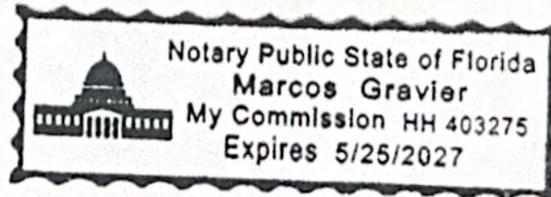
The foregoing instrument was sworn to (or affirmed) and subscribed before me by means of physical presence or online notarization this 22 day of August, 2025, by Nicole Morales, as CEO, of Firstchoice Research and Investigations, LLC a Partnership, Joint Venture, Corporation, Limited Liability Company (LLC) or Other _____, on behalf of such entity. Such individual is personally known to me or has produced identification.

Type of identification produced: _____

Marcos Gravier
Signature of Notary Public

Nicole Morales
Signature of Affiant

Notary Public
State of: Florida
My Commission
Expires: 5/27/2027



Marcos Gravier
Printed, typed, or stamped
Commissioned name of notary public

Nicole Morales
Printed or typed name of Affiant

AFFIDAVIT OF COMPLIANCE WITH FLORIDA STATUTORY PROVISIONS

AFFIDAVIT OF COMPLIANCE WITH FOREIGN COUNTRIES OF CONCERN PURSUANT TO SECTION 287.138, FLORIDA STATUTES, CONVICTED VENDOR LIST (PUBLIC ENTITY CRIME) PURSUANT TO SECTION 287.133, FLORIDA STATUTES, PROHIBITION AGAINST CONTRACTING WITH SCRUTINIZED COMPANIES PURSUANT TO SECTION 287.135, FLORIDA STATUTES, PROHIBITION AGAINST HUMAN TRAFFICKING PURSUANT TO SECTION 787.06, FLORIDA STATUTES, AND COMPLIANCE WITH E-VERIFY PURSUANT TO SECTION 448.095, FLORIDA STATUTES

The undersigned Affiant, on behalf of the Business Entity listed below, hereby attests under penalty of perjury as follows:

Public Entity Crimes

1. Affiant understands that a "person" or "affiliate" who has been placed on the "convicted vendor list" following a "conviction" for a "public entity crime" (as those terms are defined in Section 287.133, Florida Statutes) for a period of 36 months following the date of being placed on the convicted vendor list, is ineligible to contract with or submit a bid, proposal or reply to contract with the City of Tampa. Business Entities placed on either the "discriminatory vendor list" or "antitrust vendor list" are ineligible to transact business with the City of Tampa.
2. Affiant understands and attests that neither Affiant, nor any person or affiliate of the Business Entity, nor the Business Entity have been placed on any of the above referenced vendor lists that would render the Business Entity ineligible to contract with or submit a bid, proposal or reply to contract with the City of Tampa.

Scrutinized Companies

3. Affiant understands that pursuant to Section 287.135(2)(a), Florida Statutes, the Business Entity would be ineligible to contract with or submit a bid, proposal or reply to contract with the City of Tampa if the Business Entity is on the "Scrutinized Companies that Boycott Israel List" (created pursuant to Section 215.4725, Florida Statutes) or is engaged in a boycott of Israel. If the value of the contract is one million dollars or more if, at the time of bidding on, submitting a proposal or reply for, or entering into or renewing a contract, the Entity is ineligible to contract with the City of Tampa if the Entity:
 - a. Is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in Iran Terrorism Sectors List, created pursuant to Section 215.473, Florida Statutes; or
 - b. Is engaged in business operations in Cuba or Syria.
4. Affiant attests that neither Affiant nor the Business Entity are on the Scrutinized Companies that Boycott Israel List, Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in Iran Terrorism Sectors List, nor are we engaged in a boycott of Israel, and understand that any resulting contract may be terminated for a falsification of this Affidavit.

E-Verify

5. Affiant understands and attests that pursuant to Section 448.095(5), Florida Statutes, the Business Entity must comply with Florida's E-Verify law to enter into a contract with the City of Tampa.
6. The undersigned Business Entity is registered with and uses the United States Department of Homeland Security's E-Verify system to verify the work authorization status of all new employees.

7. No public employer has terminated a contract with the Business Entity pursuant to Section 448.095(5), Florida Statutes, within the year immediately preceding the date of contracting or submitting a bid, proposal or replay to contract with the City of Tampa.
8. Business Entity is currently in compliance and will remain in compliance, for the duration of any contract with the City of Tampa, with all requirements of Section 448.095(5), Florida Statutes.
9. Affiant understands and attests that, if there is a good faith belief that the Business Entity has knowingly violated Section 448.09(1), Florida Statutes, there is an obligation on the part of the City of Tampa to terminate a contract pursuant to Section 448.095(5), Florida Statutes.
10. Affiant understands and attests that, if there is a good faith belief that one of Business Entity's subcontractor(s) has knowingly violated the Section 448.09(1), Florida Statutes, but the Business Entity has otherwise complied with its obligations thereunder, then the Business Entity will be required to immediately terminate the contract with the subcontractor in order to continue providing services to the City of Tampa.

Anti-Human Trafficking

11. Affiant hereby understands and attests that the undersigned Business Entity does not use coercion of labor or services as those terms are defined in section 787.06, Florida Statutes.

Compliance with Foreign Countries of Concern

12. Affiant, on behalf of the Business Entity attest to the following:
 - a. Business Entity is not owned by the government of a foreign country of concern as defined in Section 287.138, Florida Statutes. (Source: § 287.138(2)(a), Florida Statutes.)
 - b. The government of a foreign country of concern does not have a controlling interest in the Business Entity. (Source: § 287.138(2)(b), Florida Statutes.)
 - c. Business Entity is not organized under the laws of, and does not have a principal place of business in a foreign country of concern. (Source: § 287.138(2)(c), Florida Statutes.)

The undersigned is authorized to execute this Affidavit on behalf of the Business Entity.
The undersigned further sayeth naught.

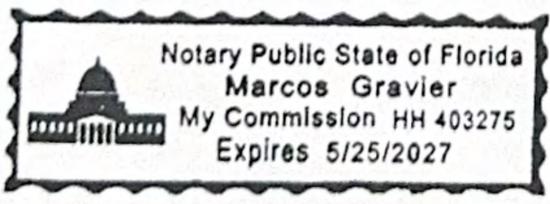
Date: 8/22/2025 (Affiant) Signed: Nicole Morales

Business Entity Name: First Choice Research and Investigations, LLC
DBA First Choice Background Screening Name: Nicole Morales
Title: CEO

STATE OF Florida
COUNTY OF Broward

SWORN to (or affirmed) and subscribed before me, by means of physical presence or online notarization, this 22 day of August, 2025 by Nicole Morales, as CEO, who is personally known to me or who has produced _____ as identification.

[AFFIX NOTARY SEAL/STAMP]



Marcos Gravier
Signature of Notary
Name: Marcos Gravier
(Print or Type Name)
Notary Public: State of Florida
My Commission Expires 5/25/2027



**Request for Proposal
Background Investigation Services
25-P-00282
Due: August 25, 2025, 2pm**

Prepared By:



Melissa Altman-Weldy
National Sales Manager

Melissa@FirstChoiceBackground.com

Direct: 954-505-5341

www.firstchoicebackground.com

4611 South University Drive #314

Davie, FL 33328

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RFP No.: 25-P-00282

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COVER LETTER

First Choice Response to
RFP No.: 25-P-00282

August 25, 2025

Michelle Estevez
Senior Procurement Analyst
City of Tampa
2555 E. Hanna Ave.
Tampa, FL 33610
RE: 25-P-00283, Background Investigation Services
Due Date: 8/25/25, 2pm

Dear Michelle,

Thank you for the opportunity extended to First Choice Background Screening (First Choice) to participate in the City of Tampa's RFP No. 25-P-00283, for Background Investigation Services.

Please find enclosed our response per the specifications of the Request for Proposal, with the offer good for a minimum of ninety (90) days. We have read and understand the City's Scope of Services and are committed to not only meeting these parameters, but exceeding your expectations for a background screening vendor/partner. We understand that the City's needs to ensure a paperless, cost effective, complete, timely, compliant, and effective onboarding process.

First Choice Research and Investigations, LLC. dba First Choice Background Screening is a nationally certified Woman and Minority owned company (WMBE/WBENC), Disadvantaged Business Enterprise (DBE), FCRA Advanced Certified, and EU/Swiss Privacy Shield Certified provider, based fully in the United States.

First Choice will provide a secure, online portal for the City's requestors to order, retrieve and monitor background screening reports. Our web-based system may be accessed 24 hours a day, 7 days a week for your convenience. In addition, all county criminal searches will be physically hand-searched by a researcher, conducted at the county seat; First Choice does not "data scrape" or provide raw criminal data. 100% of our files are reviewed for state and Federal (FCRA) compliance before they are returned to you and all verifications are conducted by First Choice personnel and are never outsourced or off-shored to another country.

Please feel free to contact me at your convenience with any questions you may have. Thank you again for this opportunity; I look forward to hearing from you and your team soon!

Sincerely,



Nicole Morales, CEO
954-449-7834
Nicole@firstchoicebackground.com



**RESPONSE
TO
PROPOSAL**

Thank you for the opportunity to participate in your vendor selection process for the City of Tampa. We have shared our expert knowledge of the background screening requirements within our response and look forward to the opportunity to speak with your team regarding their specific goals for a successful program.

We have thoroughly read and understand the request and have prepared our response as required in the provided documents.

First Choice understands that the City intends to enter a Service Contract with a professional contractor whose expertise includes conducting background check and drug screening services for pre-employment, employment, volunteer, tenant, contractor, and contractor employee screening purposes. First Choice is well positioned to meet your requirements and not only meet but exceed your expectations as the City's vendor partner.

- First Choice has carefully read and understands all parts of this solicitation and certifies that the proposal is in accordance with all requirements and specifications.
- First Choice is a certified Woman/Minority owned Corporation, incorporated in the State of Florida.
- First Choice is able to provide different levels of background checks, including those outlined in this solicitation.
- First Choice provides a 24/7 secure web-based portal for both client and applicant submission and retrieval, including e-signature capability.
- First Choice is U.S. owned and operated; none of our operations are off shored outside of the country.
- First Choice's cutting edge technology can integrate with many ATS/HRIS systems.
- First Choice has provided a complete pricing schedule as required by this solicitation, signed by an authorized company signatory.



SCOPE OF SERVICES

First Choice will provide you with the exact services to meet your specific screening needs, including but not limited to, the list below. We fully customize each program to meet your organization's business rules, as well as your industry's hiring standards and regulations (when applicable).

The following is a list of the services you requested in the Scope of Work:

- County Criminal History
- Statewide Criminal History
- FirstChek (Nationwide Criminal Database)
- Sex Offender Registry
- Motor Vehicle Records
- Credit Reports
- Employment Verifications
- Education Verifications
- Military Verifications

Additionally, First Choice can provide the following searches and services that may be of benefit to the City:

- Social Security Verification
- Address and Name History
- Federal Criminal History
- Government Sanction and Debarment Lists (OIG, FDA, OFAC, GSA, etc.)
- Continuous Screening
- Civil Court History
- Professional License Verifications
- Professional/Personal References
- FirstIncome (IRS verification of income)
- International Criminal History
- International Education and Employment Verifications
- Drug Testing (Lab-based and instant)
- Occupational Health Services
- Social Media Checks
- Worker's Compensation Records
- Electronic I-9 and E-Verify
- Fingerprint Collection and Scheduling
- Adverse Action Letters
- Applicant Scoring Facilitation

CRIMINAL HISTORY COMPARISON

The most complete and accurate criminal history search is obtained from the county level, housed at the courthouse. Statewide repositories are a good cursory review of many of the criminal history records within a state, but are only as accurate and current as the counties that report “up” to them, and are traditionally updated every 30 days. A national database is an even broader stroke of criminal history information, pulling information from the national sex offender registry, available state repositories and some county information, but similar to the statewide repository description above, is only as good as the states and counties that report “up” to it. Under FCRA law, a database record **MUST** be verified at the local level before being reported or used for employment purposes. The verification of information at the local level requires a separate search, to maintain federal compliance and maximum accuracy.

First Choice conducts all county-level searches physically, unless direct, “real-time” access to the courthouse is established. Statewide searches are conducted by utilizing the respective state repository (when available). Where state repositories are not available, county searches where the applicant has lived will be suggested as the standard. Nationwide searches are obtained through various databases (DOC, National Sex Offender Registry, as well as some state repository and county information, although not exhaustive) and are best used as a layering research tool to supplement the other searches.

SOCIAL SECURITY TRACE

Turnaround Time: Instant

The Social Security Trace (address and name history) is a search of nearly 200 million consumer records from over 2000 sources, including the national credit bureaus and self-reported information databases, through an instant and automated process. First Choice will utilize any addresses and alias names uncovered in the Social Security Trace, that may have not been shared by the applicant when applying for employment, to obtain additional County Criminal History.

CONSENT BASED SOCIAL SECURITY NUMBER VERIFICATION (CBSV)

Turnaround Time: Same Day

First Choice utilizes the Social Security Administration’s Master File and Death Index to validate consumer personal identifiable information. CBSV will match the consumer’s name, date of birth, and SSN with the SSA database, providing a yes/no match to the information the consumer provided.

CREDIT REPORTS

Turnaround Time: Instant

First Choice will furnish a comprehensive credit report, providing information on an applicant such as highest credit extended, past due amount, credit limit, average monthly payment information, balance, and percentage of available credit. Please note that CRA's are not permitted to provide a credit score for employment purposes.

First Choice is required by contractual agreement with the credit bureaus to ensure that an on-site inspection is conducted for any client wishing to access and obtain information regarding a consumer's credit. Our contracted company will arrange a time when an inspection can be conducted. The process involves a brief conversation with an authorized representative and a few pictures taken of the client's primary place of business.

COUNTY CRIMINAL & CIVIL HISTORY

Turnaround Time: 24 – 48 Hours

First Choice will research county records for the past seven (7) – ten (10) years. Adverse information will be reported back indefinitely, as allowed by state and federal law. Unlike many providers of similar services, First Choice utilizes court researchers to physically visit the courthouse to do a "hands-on search" of felony and misdemeanor county criminal records and/or civil records. This method of search allows us to deliver to our clients complete and accurate information, including the final disposition of all cases when available, to make a confident hiring decision.

Critical identifiers such as name match and date of birth are confirmed and reported in our completed reports. Although it would be ideal to report confirmation of the applicants Social Security Number (SSN) on these reports, it is not typically included in public records due to stricter privacy legislation; that being said, if the SSN is available, it will be used to confirm identity as well.

STATEWIDE CRIMINAL HISTORY

Turnaround Time: 24 – 48 Hours

First Choice will research statewide criminal records including both Felony and Misdemeanor offenses for the past seven (7) – ten (10) years. Criminal conviction information will be reported back indefinitely, as allowed by state and federal law. We conduct our Statewide Criminal History searches by searching records maintained by the State Repository, depending on availability and state law. A list of available repositories and associated fees will be provided as attachments to this RFP response.

FEDERAL CRIMINAL & CIVIL HISTORY

Turnaround Time: 24 – 48 Hours

First Choice will conduct a seven (7) – ten (10) year Federal search either nationwide or by district(s). Adverse information will be reported back indefinitely, as allowed by state and federal law. Federal District Court records are considered crimes against the Federal Government and are accessed through the “PACER” system, a completely separate system from typical criminal records. For companies involved with import/export, handling of money and the regulated drug industry (finance, healthcare, etc.), these records are critical in making a safe hiring decision.

FIRSTCHEK (NATIONAL CRIMINAL DATABASE, NATIONAL SEX OFFENDER, & FIRSTWATCH)

Turnaround Time: Same Day

First Choice obtains sexual offender information from both state and national sex offender registries (including US territories). Criminal, felony and misdemeanor, records are obtained from, but not limited to, the following sources:

- Department of Corrections Prison/Parole & Release Files
- Administrative Office of Courts Records
- State and County Criminal Records
- Sexual/Violent Offender Registries and other state agencies

FirstWatch is a powerful search tool containing individuals and entities banned from entry and/or doing business in the United States and are suspected of aid to and/or involvement with terrorist activity. FirstWatch is the most comprehensive search method available for high-risk individuals and contractors. As part of this service First Choice searches databases made available by both the US and foreign governments, as well as several international agencies. Some of these entities include, but are not limited to:

- US Office of Foreign Assets Control (OFAC)
- Office of Inspector General (OIG)
- Specially Designated Nationals (SDN)
- Federal Bureau of Investigation (FBI)
- Drug Enforcement Administration (DEA)
- Interpol List
- Most Wanted Lists
- System for Award Management (SAM)

Including this service in your screening program will help safeguard you from serious offenders who travel from state to state and do not provide complete address history in their application for employment.

All possible information from any database search will be verified in accordance with FCRA Section 613. While employers interpret this section in different ways, it is our policy that all “hits” (adverse information) be validated by conducting a County Criminal History search in the county or source producing the possible information.

EDUCATION & EMPLOYMENT VERIFICATIONS

Turnaround Time: 48 – 72 Hours

For Education Verifications, First Choice will contact the Registrar's Office of the institution supplied by the applicant to confirm the information provided. This service verifies and reports the following information, when available:

- School Name
- Degree Obtained
- Major
- Dates Enrolled

For Employment, First Choice will contact the supplied previous employer(s), so long as the applicant has granted permission. We will do this in accordance with your specific screening guidelines (i.e., five years of employment history or the three most recent past employers). This service verifies and reports the following information, when available:

- Dates of Employment
- Position
- Reason for Leaving
- Eligibility for Rehire
- Other Comments Provided by Verifier

For all our verification services, First Choice assigns the request to a verification specialist where they will attempt everything possible over a two (2) day period (or as the client's business rules and/or scope of work indicate). This process may include obtaining and faxing the applicant's signed authorization to a previous employer or school and/or reaching out to the applicant directly to obtain supplemental documentation. After 48 hours, the verification is automatically escalated to a lead/ supervisor.

DOT EMPLOYMENT VERIFICATION/ FMCSA CLEARINGHOUSE

Turnaround Time: 24 – 72 Hours

First Choice is registered with the Federal Motor Carrier Safety Administration (FMCSA) Clearinghouse as a Consortium/ Third-Party Administrator. Along with contacting the previous employer to conduct a standard verification, First Choice will run a query in the Clearinghouse on behalf of our client, to provide records of violation of drug and alcohol prohibitions, including positive drug or alcohol test results, and test refusals.

For any past employments regulated by an agency other than FMCSA, First Choice will obtain the needed DOT information/form in accordance with DOT Regulation 49 CFR Part 40, directly with the institution, along with a standard employment verification.

PROFESSIONAL LICENSE VERIFICATIONS

Turnaround Time: 24 – 72 Hours

First Choice will contact the governing entity responsible for issuing the license and confirm validity, date of issue, and expiration. We will also provide a copy of the license, when available.

PROFESSIONAL & PERSONAL REFERENCES

Turnaround Time: 24 – 72 Hours

First Choice will contact the supplied reference(s) for your applicant. We will do this in accordance with your specific screening guidelines and can provide specific instructions to your applicants, instructing them what type of references are acceptable.

MOTOR VEHICLE REPORTS

Turnaround Time: Same Day

First Choice provides a Motor Vehicle Report in the state in which an applicant holds a driver's license. First Choice's automated link with the various Department of Motor Vehicles provides our partners with quick turnaround time. While available information provided differs by state; average motor vehicle history is usually three (3) – five (5) years.

INTERNATIONAL CRIMINAL HISTORY

Turnaround Time: Varies by Country

First Choice is well positioned to conduct international criminal record searches, utilizing researchers in all available countries. International Criminal History searches uncover information equivalent to the United States criminal records in over 250 countries, provinces, and territories worldwide. Record keeping in many foreign countries is not equivalent to what we are accustomed to here in the United States. To obtain the best possible data, it may be necessary to utilize local police departments, prosecutor offices and other agencies within the applicable country.

INTERNATIONAL VERIFICATIONS

Turnaround Time: Varies by Country

First Choice has extensive experience in conducting international verifications from foreign institutions. For Education Verifications, we work directly with each country's Ministry of Education to verify High School Diplomas and then directly with the secondary institutions to verify higher education. We utilize a guideline to both supply the necessary documentation according to each of the respective countries' requirements, as well as compare the level of education attained with that of the United States' guidelines/requirements. All required documents are kept within each applicant's file.

DRUG TESTING & HEALTH SCREENING SERVICES

Turnaround: Same Day – 72 Hours

First Choice's Drug Screening process involves working with your candidate to find a location that best fits their convenience. Utilizing our network of over 10,000 collection sites, we will site match a location closest to your candidate's home address and send an Electronic Chain of Custody (COC) by email, directly to them. Should the candidate need to go to a different location, our Occupational Health team, located in the United States, is happy to work with them to ensure they go as soon as possible, so that in return you can place the candidate without delay. Live updates are available within our platform 24/7 including COC expiration and when the specimen was sent to the lab. Should your candidate fail to go to the collection site during the allotted time, we will work with you on rescheduling and extending the COC at no additional charge, for the first reschedule. First Choice strives to fully manage your substance abuse program to save you time, money, and exposure to risk.

Both Instant and traditional lab processes are available for your convenience. First Choice is integrated with our Medical Review Office so that we may report negative results to the City as quickly as possible. Our Instant Drug Screening process provides negative results the same day the test is taken. If the result is non-negative, it will be sent to our Medical Review Officer for further review and testing. Results then take the same as a traditional lab test which is 48-72 hours. First Choice can manage all aspects of your drug and health program, including collections, laboratory testing, and random testing, with electronic reporting and excellent customer service.

Our Drug Screening and Occupational Health Services include, but are not limited to, the following:

- DOT Urine Drug Testing
- Customized Urine Drug Testing (with and without THC)
- Oral and Hair Drug Testing
- DOT and Non-DOT Physicals
- Random Employee Selection
- Onsite and Mobile collections
- Breath Alcohol Testing
- Fit Tests
- Lift Tests
- TB Testing
- Chest X-Rays
- Titers
- Vaccination

CONTINUOUS SCREENING

For continuous screening, after the initial pre-employment background check, First Choice offers multiple options which can be customized to fit your exact needs. In addition to Batch ordering, where you can bulk order specific services, files can also be marked as "Recurring". Employers can set the recurring screening time limit in months, at any frequency, up to 99 months (i.e., if your employees need to be screened every 2 years, the recurring service can be set up at 24 months from the initial pre-employment check).

Additional ongoing screening options are as follows, including criminal and other search types:

- Motor Vehicle Record Monitoring
- Criminal Database Monitoring and Monthly Rescreening
- Healthcare Licenses Monitoring
- Reasonable Suspicion and As Needed
- Random Screenings

SOCIAL MEDIA CHECKS

Turnaround Time: 24 – 48 Hours

First Choice's Social Media Check returns a report with publicly available web content on a subject but redacts any protected class information in accordance with state and federal laws. We want to protect the candidate's privacy while allowing employers access to vital information. We identify potentially risky behavior to identify top and bottom candidates in a competitive job market.

Our Social Media algorithm focuses on four areas of risk. Below is a breakdown of these four areas:

- Demonstrations of racism or intolerance
- Potentially illegal activity
- Potentially violent conduct
- Sexually explicit material

WORKERS COMPENSATION RECORDS

Turnaround Time: Varies by State

First Choice provides Worker Compensation history in those states where permissible, post-employment. Upon request, First Choice can provide information on which states allow access to this data and what the corresponding turnaround time and requirements are for each state. First Choice can obtain all needed documentation from the candidate directly through our Applicant Portal option.

ADVERSE ACTION & DISPUTES

First Choice Response to
RFP No.: 25-P-00283

ADVERSE ACTION

First Choice provides sample letters for your review and use, should the City decide to manage this process themselves. We provide different letter options depending on our client's internal policies and state/jurisdictional requirements. We can also manage this process on behalf of the City. If this service is managed by First Choice, and in accordance with the City's business rules, we will send the Pre-Adverse notification, along with a copy of the applicant's report and Summary of Rights, via secure e-mail, to the applicant's e-mail address on file. If we are not contacted by the applicant to begin a reinvestigation of their report within X days, as set by client's business rules, we will send the second/final required notification by e-mail. Should the applicant file a dispute before the second notification is sent or if the City has reversed/changed their decision, we will not send the second notification until the reinvestigation/company review is completed, as needed. The above process can be customized to best suit the City's needs.

Initiating the Adverse Action Process in First Choice's system is as easy as the click of a button. In addition, all documentation sent to the applicants will be available within our system. There will also be a history of when the notifications were sent to the applicant, along with when the applicant opened/viewed each e-mail.

DISPUTE RESOLUTION

First Choice recognizes the priority for both the client to place and the applicant to be placed, so we take a very proactive approach to resolving disputed consumer information. First Choice will provide a toll-free telephone number, a toll-free fax number and an email address designated solely for applicants questioning the accuracy of the results of the background check (consumer report). In compliance with the FCRA, we will work directly with your applicants to resolve any inaccuracies. If our report is found to be inaccurate, we will provide a detailed explanation to the City and the applicant within the federally required time limit.

Once a reinvestigation has been initiated by the applicant, the source of the disputed information is immediately contacted, and a reinvestigation is conducted as required by the FCRA. We will also notify the client, as the results of the reinvestigation may prove to be favorable for the applicant. Once the reinvestigation is complete, we will notify both the applicant and client. Should the reported information be found incorrect, we shall promptly delete/modify it in the consumer's file, as appropriate, based on the results of the reinvestigation. A revised report will be sent to the applicant and client once the reinvestigation has been completed. Notes will be entered into the consumer file to avoid future reporting of any disputed information found to be inaccurate. We strive to have the entire process completed within 3 – 5 business days, well ahead of the 30 – 45 days allocated by the FCRA.

Please see [“Attachment A: Sample Adverse Action Letters”](#)

ELECTRONIC I-9 & E-VERIFY

First Choice Response to
RFP No.: 25-P-00283

With our electronic Form I-9 and instant E-Verify, First Choice will cost-effectively reduce your exposure to government audits, financial penalties and negative publicity resulting from non-compliance. This product will guide you in compliance of the Immigration Reform and Control Act of 1986 (IRCA).

In addition, you can utilize our storage and other features to safeguard your team from hiring unauthorized employees, which may or may not include E-Verify (Employment Eligibility Verification Program) verification.

ELECTRONIC FORM I-9

Our advanced, web-based technology fully automates the completion, signature, storage and tracking of I-9 forms, making the I-9 process completely paperless. By eliminating duplicate data entry and managing/tracking all verified employees, you are saving on time and mitigating your risk.

With remote hiring becoming increasingly more popular our electronic Form I-9 will help to ease one of the challenges you face during the onboarding of your remote hires. Once your employee completes and signs the Form I-9 electronically, a notary can complete the physical document inspection. No matter what state your employee is in, with our partner network of over 14,000 well-trained, Form I-9 experts, this remote process can be made seamless.

E-VERIFY

As an E-Verify Employer Agent, First Choice provides integrated E-Verify accessibility following the electronic Form I-9, directly from the Department of Homeland Security. From initial planning to successful implementation, we assist employers through the E-Verify Memorandum of Understanding completion process and provide all the necessary documentation required for E-Verify access. Additional benefits of our E-Verify system include:

- Immediate Results
- Compliance Dashboard Monitoring
- Photo Tool Document Retention Alerts
- Management Alerts – TNC's, Updates and Case Closure
- Report Options



REFERENCES

REFERENCES

First Choice Response to
RFP No.: 25-P-00283

Company	City of Deerfield Beach, FL
Contact Name & Title	Karen Belle-Pierre, Assistant Director, Human Resources
Phone Number	954-480-4255
Email Address	KBelle-Pierre@deerfield-beach.com
Address	150 NE 2nd Ave., Deerfield Beach, FL 33441
Contract Dates	2019- current

Company	City of Greenacres, FL
Contact Name & Title	Suzanne Skidmore, Director of Human Resources & Risk Management
Phone Number	(561) 642-2001
Email Address	sskidmore@greenacresfl.gov
Address	5800 Melaleuca Ln., Greenacres, FL 33463
Contract Dates	2018-current

Company	Leon County, FL
Contact Name & Title	Shelley Cason, Risk Manager
Phone Number	850-606-5120
Email Address	Casons@leoncountyfl.gov
Address	301 S. Monroe St., Room 201, Tallahassee, FL 32301
Contract Dates	2012-Current



**GENERAL
STATEMENT
OF EXPERIENCE**

EXECUTIVE SUMMARY

First Choice Background Screening (First Choice) has been a leader in the background and drug screening industry as a Florida corporation since 1996. Incorporated under the parent name of First Choice Research & Investigations, LLC, we are a remote corporation with our operations headquarters based out of Broward County, Florida. First Choice has over fifty (50) internal staff and over twenty-five hundred (2,500) field personnel. First Choice is a certified Woman and Minority Owned business, as well as a Disadvantaged Business Enterprise, serving both nationwide and international clients with a full range of pre-employment background and drug screening products and services through secure, state of the art technology, providing you convenient 24-hour access to our fully automated, web-based system.

We provide a broad spectrum of services, including criminal history checks, past employment and education verifications, drug screening, tenant screening, credit and debarment checks, I-9 and E-Verify, just to name a few.

With nearly 30 years of proven expertise and an extensive nationwide network of firmly established relationships within the court system, our unique specialization in the research of on-site public records sets us apart from our competition. We are one of the founding members of the Professional Background Screening Association (PBSA), E.U.–U.S. Privacy Shield Certified, as well as being a certified PBSA Public Record Provider company. Our executive management and sales teams consist of licensed private investigators who are also FCRA Advanced Certified. We have maintained a superior level of service, yielding 99% retention, since the inception of First Choice. First Choice is not looking to acquire or be acquired. You can count on First Choice for integrity, consistency, longevity, and genuine customer care.

First Choice is well positioned to meet the various employment needs of our six hundred plus nationwide customers by providing the timely, compliant, and thorough information needed to make the most intelligent hiring decisions possible. Over the past three years, First Choice has enjoyed tremendous growth, adding over one hundred and fifty (150) clients nationwide. Our clients range from small to Fortune 500 employers, representing a variety of regulated industries such as healthcare, government, education, transportation, staffing, finance, among others. First Choice works extensively with Government partners throughout the state of Florida and nationally. This includes entities of all sizes, with different needs, to provide all resources which can vary per department. For many, in addition to standard background screening, this encompasses fingerprinting, DOT searches and services, drug testing and occupational health, MVR monitoring, healthcare licensing, and much more.

Given our established history and reputation in the pre-employment background screening industry, First Choice can help ensure that our clients remain in compliance with all state, Federal, Equal Employment Opportunity Commission (EEOC), and the Fair Credit Reporting Act (FCRA) requirements.

First Choice is committed to excellence. With our genuine, customer centric focus, quick turnaround time, 100% compliance review, and unsurpassed quality in our services, expertly combined with the most cutting edge and advanced technology, we will not only meet, but exceed your expectations, every time. Our focus is to partner with you and help create the most streamlined, robust program possible, yet flexible enough to meet your specific onboarding needs.

MEMBERSHIPS & CERTIFICATIONS

- Founding Member in good standing of the Professional Background Screening Association (PBSA)
- Women's Business Enterprise National Council (WBENC)
- Florida Minority Business Enterprise (MBE)
- National Minority Supplier Development Council (NMSDC)
- Disadvantage Business Enterprise (DBE)
- FCRA Advanced Certified through Professional Background Screening Association (PBSA)
- Privacy Shield Certified
- Society of Human Resources (SHRM)
- Human Resource Association of Broward County
- Certified Provider through PBSA
- Public Record Retriever Network (PRRN)
- Better Business Bureau (BBB) – A+ Rating
- Licensed Private Investigator

EQUAL OPPORTUNITY EMPLOYER

As an employer ourselves, First Choice understands the importance of complying with regulated industry laws such as the FCRA, EEOC, DOT, FERPA, etc., and is not only fully compliant with all that apply to us but will also assist with educating our clients for their compliance, as well.

First Choice is an Equal Employment Opportunity (EEO) employer and does not discriminate in any employer/employee relations based on race, color, religion, sex, sexual orientation, national origin, age, marital status, disability, veteran's status, or any other basis protected by applicable discrimination laws.

First Choice has a strong commitment to equal opportunity in the workforce and believes in treating people with dignity and providing equal employment and advancement opportunities for all. The Company values the unique contributions that each employee brings to his/her role within the Company and considers the variety of perspectives and backgrounds that exist within the Company a competitive advantage in the marketplace. First Choice is committed to treating all employees fairly,

without regard to any characteristics that have no bearing on job performance and to create an environment that sets our staff up for success. This, in turn, translates into a direct benefit to each one of our clients.

This policy applies to all employees and applicants of First Choice. In addition, this policy applies to all terms and conditions of employment, including, but not limited to, hiring, placement, promotion, termination, layoff, recall, transfer, leaves of absence, compensation, and training.

ENVIRONMENTAL IMPACT & GIVING BACK

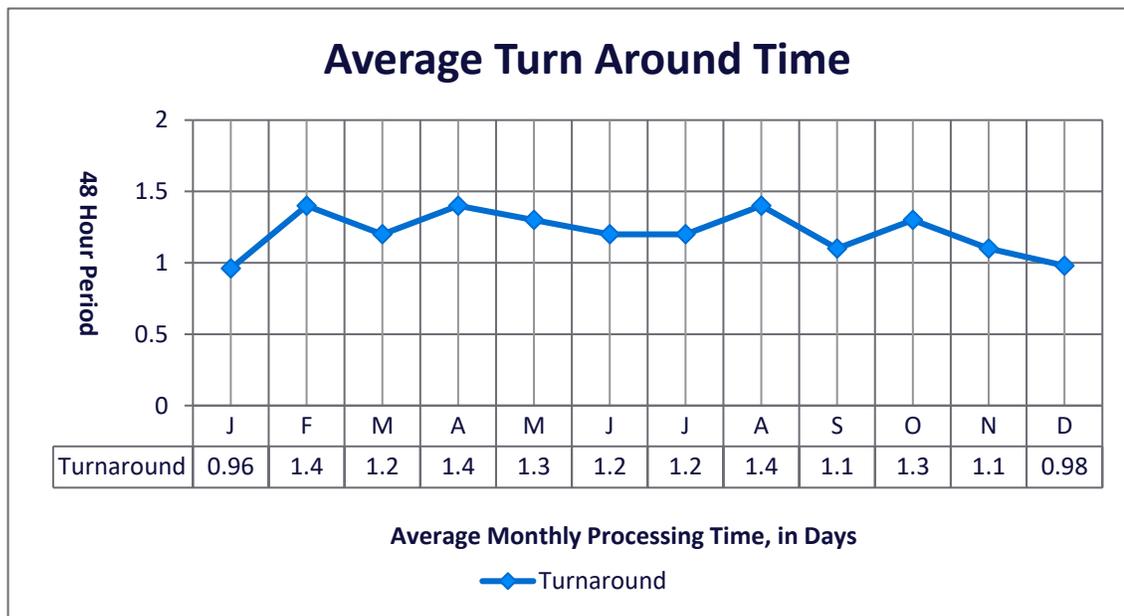
First Choice is committed to managing our environmental impact as an integral part of our business. We do so by maintaining a fully paperless company. We continually seek opportunities to improve our environmental impact and promote participation and communicate our commitment among our employees.

In addition, we also feel the importance of giving back to our community. Not only does First Choice strive to utilize other minority/disadvantage vendors and suppliers, when possible, but we also work with many non-profit groups. The owners of First Choice are active philanthropists and have actively continued this mission throughout the company.

ABILITY TO PERFORM

First Choice conducts over 900,000 background checks per year, including the search types being requested by the City. While employee background checks are the core of our business, we also provide drug and tenant screening. All are highly regulated by the Fair Credit Reporting Act (FCRA) as well as other state and/or federal laws to ensure consumer rights.

Ninety-six percent (96%) of our reports are completed within 48 hours from the time of request. Our average “hit” ratio for applicants having possible record information is 13%. Those searches outside the 48-hour turnaround time typically have record information requiring re-verification as outlined in our Quality Assurance and Re-verification Procedures. Clerk assisted counties, or Statewide Criminal History searches requiring submission and/or results by mail, may have slightly longer turn-around times. We believe communication is critical. If a search is delayed for any reason, First Choice will communicate immediately with you and your team, via your secure online portal.



First Choice exceeds client expectations and cultivates trust, confidence, and complete satisfaction. We do this by providing accurate, 100% compliant and reliable reporting, industry-leading turnaround times, secure access to your information, professional, responsive customer care, and economical, web-based tools that streamline hiring.

First Choice takes pride in housing 100% of our operations here in the United States and does not offshore or have locations abroad, so that we can best fit your needs and to provide additional security of information.

First Choice focuses on delivering the highest levels of customer care and satisfaction to our clients, allowing for a seamless on-boarding process vital to YOUR success.

First Choice specializes in the most compliant and comprehensive pre-employment screening services in the industry, so our clients may facilitate the most informed employment decisions possible.

First Choice provides several management reports, which accurately track turnaround times, hit ratios, revenue, etc., to monitor and ensure the most expedient process possible. These are available to you 24/7, although we are also available to review on a monthly, quarterly, or annual basis, to best meet your needs.

INSURANCE

First Choice maintains General Liability, Professional Liability, Cyber, and Workers Compensation insurance. A copy of our current insurance certificates has been included in our response.

Please See “Attachment B: Addendum and Certifications”



OPERATIONAL PLAN

First Choice's management team forms a powerful alliance of knowledge, expertise, management, vision, professionalism, genuine care, and good business practices. By selecting First Choice, human resource and security professionals worldwide gain peace of mind, while working with a single background screening service provider.

Our dedicated team works with the City during implementation and then in an on-going consultative role throughout the relationship. Below is a brief overview of each team member's experience, and those that would be working directly with your team, whose collective knowledge, in and of itself, is a "Value-Added Service".

Nicole Morales, CEO

Nicole has worked with the First Choice team over the past thirteen (13) years, in several capacities, and currently serves as First Choice's CEO. As CEO, Nicole oversees and is responsible for all Corporate Operations and Sales Team including Business Development, Policies and Procedures and Compliance. She is FCRA Advanced Certified through PBSA and graduated with honors from Florida Atlantic University, receiving her bachelor's degree in computer science. Nicole is actively involved with PBSA and is a frequent conference speaker and an Advocacy Team Captain for the Society of Human Resource Management (SHRM).

Sean Kolarik, VP of Sales & Partnerships

Sean has over eighteen (18) years of experience in the background screening industry, working in various leadership roles managing sales, partnerships, client service and account management. In his role with First Choice he oversees our sales team, account management, partner eco-system and serves as an executive sponsor for our key accounts. He holds an FCRA Advanced Certification through the PBSA.

Melissa Altman-Weldy, National Sales Manager

Melissa has had over twenty (20) years in the background screening and subsequent data markets, giving her a global view of risk mitigation and how it affects companies. She has been a part of the First Choice team for ten (11) years, FCRA Advanced Certified through PBSA and served as the Vice President of Membership and Sponsorship for SMA (Staffing Management Association) and is currently an active member of several local SHRM chapters.

Kristen Crowder, Director of Operations

Kristen has worked with the First Choice team over the past twelve (12) years, in several capacities, and currently serves as First Choice's Director of Operations. She is FCRA Advanced Certified through PBSA and serves on the PBSA Government Relations Committee. In her role as Director of Operations, she oversees all aspects of the daily operations of the Retail team, including Customer Service, Quality Control, Records, Verifications, and Compliance.

Michaele Baker, National Account Manager

Michaele has had over ten (12) years in the background screening industry, giving her a global view of risk mitigation and how it affects companies. In her role as National Account Manager, she works closely with our enterprise level accounts to support their program and ensure we are meeting and exceeding their expectations. She is FCRA Advanced Certified through PBSA.

Please See “Attachment C: Resumes”

With our “Best in Class” ONE HOUR RESPONSE TIME, First Choice focuses on delivering the highest levels of customer service and satisfaction to our clients by employing a seasoned and knowledgeable team of client service representatives. Every client is assigned a dedicated Client Relations Specialist, who serves as their single point of contact to understand and fulfill their client’s specific needs. The Client Relations Specialist serves as the liaison between our operations team and each of their respective clients, to ensure client satisfaction with the products and services received from First Choice. Each Client Relations Specialist is considered an industry leader and professional who is not just passionate about their work, but a specialist with years of valuable experience in managing a successful pre-employment background-screening program. As our approach is a partnership with our clients, their satisfaction with First Choice is of utmost importance to us. This is accomplished by a combination of ongoing dialogue and in-person meetings with our clients. Feedback is also provided to our client service team through department and individual meetings as well as frequent communication with your sales representative.

Communication is key for all our success, so we go to great measures to ensure that you know what is happening with your files/account at all times, whether it be via email, phone, or secure system message.

CLIENT ESCALATIONS

During any of the above communication, if an issue should arise, it is addressed immediately by the client relations team. If further review or action is needed, the situation is escalated to the client relations manager, and then to the executive management team. The client relations team, along with your sales representative and the officers of the company, work together to ensure that our clients are receiving the information that they require to make the best hiring decisions possible. As our approach is a partnership with our clients, their satisfaction with First Choice is of the utmost importance to us.

CLIENT RETENTION

First Choice’s retention rate has been 98% for the past five (5) years. On a few occasions our clients briefly left due to company acquisitions and political pressure but returned to us after only a few months. We have maintained a superior level of service for all our clients as we continue to grow our market share.

First Choice provides an Implementation Manager and Client Relations Specialist for each of our clients. Our Implementation Manager will schedule a training call with your team to ensure full understanding of the ordering and retrieving process, as well as our comprehensive, yet user-friendly reporting features. These team members are also available for consultation on compliance and regulatory issues, as well as the Fair Credit Reporting Act.

All trainings and webinars can be customized to fit the City's needs. We will train your users based on their access level and account rules requested. In addition, webinars and learning sessions for information on the screening industry, available services, and compliance can be requested and customized, at any time.

First Choice will provide a dedicated account manager for the City, as well as a backup to serve in the event the account manager is not available. Your Account Manager will oversee a team who will be specifically trained in all aspects of the City's process and account requirements.

Once First Choice is awarded the bid, we will work hand in hand with the City to ensure the transition to First Choice is a smooth and expeditious one.

Our proposed implementation would follow the steps described below:

- 1) After an agreement is signed, the Initial Implementation Team confirms your needs and requirements including but not limited to scope of work, defined packages, specific billing identifiers (cost codes, departments, divisions, etc.) levels of security for users, compliance, collection locations, integration, etc.
- 2) Once all details are defined, our Account Management Group assists in the actual account set up and handle all due diligence requirements – required paperwork and client on-boarding procedures.
- 3) 1-2 weeks after agreement is signed - once all due diligence aspects are completed, our Implementation and Account Management Group take charge of the account along with your National Sales Manager, Melissa. Our Implementation Coordinator will provide all documents and resources necessary to order all required services.
- 4) 2-3 weeks after agreement is signed - the Implementation Coordinator will then contact the main client contact/administrator to discuss training preference (per location, individual, or group sessions, etc.).
- 5) 3-4 weeks after agreement is signed - after training needs have been determined, we will send out the appropriate invites and pre-training material. The training consists of a complete review of our site and process with your requested profile, and a walk through of the entire process from start to finish. Then, the Implementation Coordinator will provide your Account ID and all user login credentials.

INTEGRATION

First Choice can provide a full integration with over 50 programs such as NEOGOV, iCIMS, JobVite, UKG, BambooHR, and more. First Choice can integrate with any HRIS/ATS system; however, every integration is customized and specific to the systems used and type of integration required. If integration is required, upon award and evaluation of integration schema, we will provide the City with the estimated costs for integration. Our system has an open API and there is no charge from First Choice for a system to build to us.

TRAINING

Ongoing training and “refresher” sessions are available as needed. First Choice will provide the City with a “Welcome Kit” covering the specific pre-employment background screening programs, customized required forms for commencing a background check, and other key elements for a successful partnership between the City and First Choice. This Kit will be updated as needed and distributed by First Choice to the City’s end users. First Choice does not cap, or charge for the number of users. This is unlimited, and strictly based on the City’s needs.

The City can generate a number of standard reports from our user-friendly online portal. As part of the implementation process, we will identify any standard reports desired by you and your team.

Examples of the types of reports available include:

- Quantity of background checks completed by requestor, location, department, or in total, as well as the specific search types and packages requested.
- Average turnaround time for any date range per request, component, package, requestor, location, department, or in total.
- Total expenditures for any date range by request, component, package, requestor, location, department, or in total.

If a new report is required, we can create a new report format for use by the City in under 24 hours and make that report available on an ongoing basis to the City's authorized users. The request process requires the detailed definition of the desired report (e.g., specific information elements to be displayed and desired file format (i.e., .pdf or .csv)). Once a sample report is created, the City reviews the sample and provides feedback concerning any additional desired elements or report layout changes. Once all information elements and layout structures have been agreed upon, the new report is placed into production for access by the City.

CONSUMER REPORTS

Completed background screenings are easily extractable from within our web-based system, both one at a time and in bulk. Files are downloaded in PDF form. Additional reports in excel format are available, showing file information.

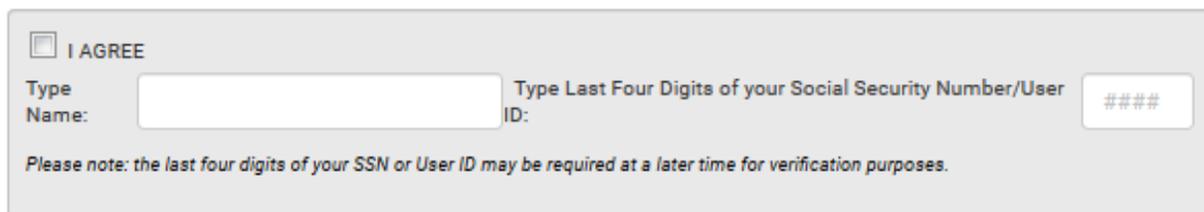
INVOICES

Invoices are generated on the first of each month and have a standard payment term of thirty (30) days. We offer multiple payment types and invoice customization options. Should you need to sort/separate your invoice by location, billing codes, departments, etc., we can have this setup so that invoicing, and future analytical reports, are available to pull, exactly as you may need.

Please see ["Attachment D: Sample Reports"](#)

First Choice offers a web-based, secure, and extremely user-friendly ordering platform. The system enables you to order, retrieve, view, and track a pending report in “real-time” - 24 hours a day, 7 days a week and via any mobile device or computer. Depending on user defined access, you can obtain details of the date and time each component is completed as well as why a particular search is pending. Historical information is conveniently accessible and available. All authorized client users are provided a secure login and password to access our system.

First Choice’s easy access to information will save your organization both time and money by allowing recruiters and applicants alike to enter data over the Internet, helping to eliminate duplicate data entry. First Choice can accept online candidate consents using our applicant entry option. The applicant can electronically sign required forms using their typed name and last four digits of their social security number. The portal and your customized login can be schemed with your company colors/design and logo, if desired.



I AGREE

Type Name: Type Last Four Digits of your Social Security Number/User ID:

Please note: the last four digits of your SSN or User ID may be required at a later time for verification purposes.

Once ordered, searches are immediately dispatched to the researcher(s), who process the searches and enter the results into the web-based system, allowing for live updates and results to be passed on. Once the background check is completed, the system sends the client a secure email link letting them know that they can retrieve the results.

TRACKABLE APPLICANT ENTRY – QUICKAPP

With the applicant entry option, you simply enter the applicant’s name and email address, and phone number if desired, which triggers the system to email (and optionally by text, as well) the applicant a secure link for them to enter the required information. The applicant is also able to electronically sign all consent forms, should you choose to utilize the electronic signature option. The link the applicant receives will have an expiration date, as set by the client, and users will be able to track pending, expired, and completed invitations.

STATIC LINK APPLICANT ENTRY – QUICKAPP PRO

With this option, we will create a customized URL for you to utilize. This URL can be dispersed through a third party system, via an on-site kiosk, or any other method that may be needed. No data entry is required from the client and all that is needed is for the link to be given to the applicant.

BATCH ORDERING

For those times when you have multiple requests to process at one time, such as annual re-screens or MVR requests, our batch ordering/bulk ordering feature is a fantastic solution. The City can upload an Excel template containing all applicant information, which enables all orders to begin processing at once.

REPORT DECISIONS AND MORE

Additional features available include customized Report Decisions, electronic Adverse Action, Jurisdictional applicant forms/consents, customizable client/user notifications. Below is an example of the Report Decisions that are most commonly used:



Please see [“Attachment E: System Guides”](#)

First Choice employs numerous documented procedures in relation to accuracy, compliance, and privacy. As a Consumer Reporting Agency (CRA), First Choice is strictly regulated and governed by such stringent laws as the Fair Credit Reporting Act (FCRA). We also take into consideration the ADA, Gramm-Leach Bliley Act, and many others. In addition to state and federal laws, several industries we service are required by state or federal mandate to conduct employee background screening and drug testing. Through our trade associations, business partnerships, and regular training on regulations and laws, our team of professionals stays abreast of all regulations and laws related to our industry and that of the clients we serve. First Choice continuously educates our clients, depending on their industry and state, of any changes applicable to their hiring process and we will keep you apprised of the necessary steps to ensure the City's compliance.

First Choice employs a client relations and compliance officer that is in place to ensure that not only First Choice, but the client, is in compliance with all federal and state laws regarding background screening, including FCRA and EEOC considerations. We also have two well respected and industry known FCRA attorneys on retainer. First Choice is a founding member of the Professional Background Screening Association (PBSA), which provides current regulatory information to their members. We are also certified through PBSA as a nationwide Provider of criminal history information. As a member of PBSA and other industry organizations, such as SHRM and DATIA, First Choice also has access to several educational resources that are passed on to our clients.

FAIR CREDIT REPORTING ACT (FCRA)

First Choice operates in full compliance with the Federal Fair Credit Reporting Act (FCRA) as required by the Federal Trade Commission (FTC) and the Consumer Financial Protection Bureau (CFPB). All end users are required to complete an End User Certification prior to receiving any FCRA regulated products. The following outlines the procedures utilized to ensure not only the compliance of First Choice but also our end users:

- End User will ensure that prior to procurement of a consumer report for employment purposes:
 - A clear and conspicuous disclosure has been made in writing to the consumer at any time before the report is procured or caused to be procured, in a document that consists solely of the disclosure, that a consumer report may be obtained for employment purposes; and
 - the consumer has authorized in writing the procurement of the report by the End User.
- In using a consumer report for employment purposes, before taking any adverse action based in whole or in part on the report, the End User shall provide to the consumer:
 - 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").
- The information from the consumer report will not be used in violation of any applicable federal or state equal employment opportunity law or regulation.

Please see **"Attachment F: FCRA Sample Documents"**

We take extreme measures to ensure the accuracy of the records we report to our clients. From our Quality Assurance team re-verifying all information contained within the reports prior to them being released to our clients, to our in-house “salting” procedure to validate and evaluate our courthouse researchers, we strive for perfection.

First Choice reviews 100% of our reports for accuracy and completeness before they are returned to you. First Choice’s internal standards, as well as the regulations set in place by the governing bodies, demand the highest care in returning the most accurate data regarding your applicants is followed. We will reinvestigate, at no cost, any information that is disputed by your applicants, per FCRA guidelines. We are proud to share that less than one (1) percent of records we process yearly are questioned for accuracy. Each disputed record was re-verified directly with the corresponding Clerk of Court. Over 50% of our disputed records are county court errors, 49% required corrective action by the applicant after our report was procured and less than 1% were errors in reporting, corrected as per FCRA requirements.

To ensure the highest level of accuracy and compliance, First Choice performs all verifications in-house and does not offshore to a third party or contract with a call center. Criminal court records are obtained by fully trained on-site court researchers unless a direct link to real-time court data is allowed. All information is verified in-house by our Quality Assurance team before a report is released and to our clients. Per FCRA 613, any adverse information obtained by database sources is verified at the original source of that information before being reported.

Our Quality Assurance Team will go through extreme measures to ensure the accuracy of the records that are reported. These measures include, but are not limited to:

- Salted hits given to court researchers at a minimum of three (3) times per month.
 - Court researchers are required to return precise record data.
 - Court researchers are not aware of when they are being salted.
 - If court researcher fails to return accurate record information they may be terminated
- All name matches returned by court researchers are re-verified through clerk of court or physical docket information prior to being returned to end user for hiring decision.
- Special instructions given to court researchers to search for known records (i.e., confirmation of a record that applicant admits to on the Consumer Authorization form or on-line application, confirmation of record classification for re-hire of applicant with known record, etc.)
- ALL criminal record information is reviewed and reported according to both FCRA and applicable state and federal law(s) prior to being released to our clients.
- 100% of consumer reports are reviewed for spelling and typographical accuracy, as well as readability before being released to our client

SECURITY OVERVIEW

First Choice Response to
RFP No.: 25-P-00283

First Choice goes beyond industry standards to implement and ensure the proper security, retention, storage, distribution, maintenance, and disposal of the data entrusted to us. For example, while some of our competition still disseminates consumer reports via emailed electronic attachments, First Choice policy prevents consumer reports or any client and/or consumer's Personally Identifying Information (PII) from being transmitted through unsecured email. When a file is completed, requestors are automatically emailed a link that will enable "real-time" access to a secure, password protected account within our highly encrypted web-based system. In addition, our software system undergoes SOC2 compliance certifications and assessments yearly.

Our operational security and privacy policies begin with proper training of personnel regarding the handling, processing, storage, and disposal of confidential and personally identifying information (PII). Security awareness is then executed and maintained throughout the entire process.

Our Security operates multiple levels, including operational security and systems security. We recognize the highly sensitive nature of the information being managed by our system and personnel on a daily basis. Thus, the controls and procedures that we have implemented help to ensure the security of that information. Each of our security policies are intertwined with the others to ensure a comprehensive, layered approach to the overall security of our services.

SYSTEM SECURITY

Each client has separate electronic and physical file structures to ensure separation of information. Only individuals directly involved in providing client services view search requests and results. Electronic files are stored within the system database in an encrypted format for subsequent retrieval and compliance purposes.

Authorization categories are established for all users with permission levels set based on individual access criteria. The system Username and Password protection is supplemented with control logs and transaction logs that record activity within the system.

All sensitive data in motion or transit (e.g., data transmitted across a network) is encrypted using HTTPS and TLS 1.2. Sensitive data at rest (e.g., data stored in a database) is encrypted using AES-256. E-mail communications can also be secured with encrypted transmission and digital signatures to ensure tamper-resistant communications. Our system does not use email as a primary communication tool. Rather, email notifications with a secure link back into the system that is fully protected by the encryption, is provided.

Other security features of our system include automatic truncation of SSN's on any printed materials, to minimize the potential for identity theft and undergoes PCI-DSS, EI3PA, and SOC2 compliance certifications and assessments.

PASSWORD POLICY

Every user of our software system (clients, staff, and field representatives) is assigned confidential login. Users authenticate with a username, password, and multi-factor authentication (MFA) token. Passwords must consist of at least two-character sets and be at least twelve (12) characters long. Our advanced system logic is scheduled to require a new password for each user every ninety (90) days. If a new password is not created by the established expiration interval, the system will “lock” and refuse their access to our servers. First Choice recognizes that companies may require specific expiration intervals other than our standard policy. If that is the case for the client, we will establish and ensure an expiration interval that best meets the needs of your team and business rules.

OPERATIONAL SECURITY

The system is configured with separate web servers and database servers to heighten security and avoid possible unwanted intrusions by unauthorized people. In addition, the Web and database servers are protected by a firewall and intrusion detection system. We monitor all system access on a real-time basis.

Office computers do not store sensitive material on local hard drives to prevent possible unauthorized access. Workstations operate Microsoft Windows 7 and 10, which allow for security control of the local unit. All workstations are locked upon a preset inactivity “time-out” to ensure the prevention of unauthorized viewing of confidential information.

DOCUMENT RETENTION AND DESTRUCTION

As the fastest-growing forms of fraud threaten to destroy personal credit ratings as well as business reputation and security, First Choice goes beyond industry standards to implement and ensure the proper maintenance and disposal of personally identifiable information (PII), per the Fact Act of 2003.

First Choice employs retention and disposal policies as outlined by both the FCRA and FACTA. We retain consumer report electronic records for at five (5) years or until there is no further business need for them.

PRICING & FEES

First Choice Response to
RFP No.: 25-P-00283

We have provided our background screening program costs in our response. Please note, we have the ability to provide itemized and packaged price options, based on your preference. You will also find a detailed overview of our method of conducting searches and the information reported for each screening solution under the section entitled “Product & Service”.

First Choice does not charge monthly, annual, access, training, or set-up fees. You are only charged for the services you request. Depending on the type of searches conducted, there may be additional mandatory county, state or third-party fees that apply to your search request(s). These are “pass-thru” fees, never marked up, and will be provided to you and updated periodically for your convenience.

Pricing will be under the designated section in this RFP.

SUMMARY: WHY FIRST CHOICE?

First Choice Response to
RFP No.: 25-P-00283

ONE HOUR RESPONSE TIME

Communication is critical to our success together; every phone call and/or email will be answered by a live person and responded to within one hour or less.

SINGLE POINT OF CONTACT

Each client is assigned a dedicated client care professional who is not just passionate about their work but is an industry specialist with years of valuable experience in managing a successful pre-employment background-screening program.

OPERATIONS IN THE USA

First Choice operations are based solely in the United States of America; we do not offshore or outsource to call centers.

NO DATA SCRAPING

First Choice will not cut corners when it comes to providing you with the most accurate, complete, and compliant information available. We use live researchers that search at the court level and do not rely on data extracted from computer systems alone.

QUALITY ASSURANCE

Every one of your reports are reviewed for accuracy and compliance prior to being released.

CONTINUING EDUCATION

We focus on the continuing education of our staff, as well as our client partners. By taking a proactive approach to staying abreast of all current legislation in an ever changing regulatory landscape, we continually reach beyond industry standards to learn and share that knowledge.

PARTNERSHIP

We partner with our clients and take a consultative role as your vendor partner. We believe in genuine customer care that only a personal touch can provide; we never want you to feel "lost" in the crowd.

Again, thank you for the opportunity to present First Choice to the City.
We are confident that we would be the best choice for your screening vendor/partner.

We look forward to earning your trust and serving you well!



**CONTRACT TERMINATION
FOR DEFAULT &
CONTRACT LITIGATION/
LEGAL PROCEEDINGS**

CONTRACT/LEGAL RESPONSE

First Choice Response to
RFP No.: 25-P-00283

First Choice has never had a contract terminated for default.

First Choice is not involved in/has not been involved in any pending lawsuits, past litigation relevant to subject matter of this RFP, or otherwise.



**ATTACHMENT A:
SAMPLE
ADVERSE ACTION
LETTERS**



FIRST CHOICE ADVERSE ACTION ADDENDUM

This Addendum is made to the “FIRST CHOICE CLIENT AGREEMENT” dated _____ (“the Agreement”) between _____ (“Client”) and First Choice Research and Investigations, LLC doing business as First Choice Background Screening (“First Choice”).

WHEREAS, First Choice is providing background screening reports to Client;

WHEREAS Client also wishes to have First Choice serve in a limited, administrative role in helping Client to send out certain communications in connection with Client’s adverse action process;

WHEREAS, First Choice and Client wish to further define the terms of such limited, administrative role;

NOW, THEREFORE, the parties hereby agree as follows:

1. Administrative Role As To Adverse Action Process. In the Agreement, Client certified that it would comply with certain adverse action requirements imposed upon it by federal and state law. Such requirements mandate that an employer provide an applicant or employee certain communications/notices both when it is considering taking adverse action based in part or whole on a background screening report and when it actually does take adverse action. The parties now agree that First Choice shall serve a limited, administrative role in helping Client to send out certain communications in connection with its adverse action process. More specifically:

a. If Client is considering taking any adverse employment action based in whole or in part on a background screening report provided by First Choice, Client may provide to First Choice a request to send out pre-adverse action letter on its behalf. Client shall make such a request by using the “Report Decision” tool within First Choice’s electronic platform. Such request shall, at minimum, identify the name of the individual potentially subject to adverse action, and when applicable, the nature of such potential action (e.g., denied employment, terminated, demoted), and the specific item in the background screening report that is causing the potential adverse action.

b. If First Choice receives a request to send out pre-adverse action correspondence, First Choice shall provide to the individual, on Client’s behalf: (1) a pre-adverse action letter, (2) a copy of the report, and (3) a description, in writing, of the rights of the consumer entitled: “A Summary of Your Rights Under the Fair Credit Reporting Act.”

c. After First Choice sends pre-adverse action correspondence requested by Client, Client shall notify First Choice if either: (i) the individual disputes the accuracy of the report, or (ii) Client is aware that the consumer’s email address has changed.

d. Client requests that First Choice send out the adverse action letter to the individual in question _____ business days after First Choice sends out the pre-adverse action letter. First Choice shall honor this request. The parties agree that First Choice shall not send out the adverse action letter at the day mark specified above in two instances: (1) if Client notifies First Choice that it should not send the adverse action letter to the individual in question (e.g., if it has decided to move forward with employing the individual in question); or (2) if First Choice has received a dispute about the background screening report from the individual in question. With respect to the latter, Client understands that a dispute may or may not result in a revised report. If the dispute resolution process results in a revised report, Client understands and agrees that First Choice shall not send out an adverse action letter (because the original report triggering the adverse action process no longer exists). Client may, however, request that a new pre-adverse action letter be sent in connection with the revised report, pursuant to Section 1.(a) above. If the dispute resolution process does not result in a revised report, Client may provide a fresh written instruction to First Choice to send the adverse action letter, and First Choice shall proceed to do so.

FIRST CHOICE ADVERSE ACTION ADDENDUM

e. The content of both the pre-adverse action letter template and the adverse action letter template to be sent by First Choice shall be as reflected on Exhibit A and B, respectively. Client accepts full responsibility for the content of any adverse action letters and enclosures sent by First Choice, and agrees that it is solely responsible for ensuring that the pre-adverse action and adverse action letters used by it (and sent by First Choice) comply with all applicable federal, state, and local laws, including but not limited to the Fair Credit Reporting Act, and state and local “Ban the Box” and “Fair Chance Act” laws. If Client chooses to rely in part or whole on sample letters provided by First Choice, it accepts full responsibility for the legality and appropriateness of such letters. Client certifies that it has consulted with its own legal counsel as appropriate regarding the letter templates to be used and represents that they are appropriate and legally compliant. Client understands that it must notify First Choice in writing if it wishes to use a different template or if it wishes to modify Exhibit A and B generally or in specific situations. Client understands and agrees that First Choice shall provide any state or local law notices in Exhibit A or B to the individual in question if First Choice understands that the individual in question resides in a state or locality with a jurisdiction-specific notice in Exhibit A or B. First Choice shall use the information supplied by Client pursuant to Section 1.(a) to prepare the state and local law notices. If such information appears insufficient to First Choice, First Choice shall alert Client that additional information is needed.

f. When Client requests that First Choice send a pre-adverse action letter, First Choice shall do so by the close of business of the following business day.

g. First Choice shall send pre-adverse and adverse action correspondence to the email address provided by the individual in question during the background check consent process. If the email is returned to First Choice as undeliverable, First Choice shall notify Client. Client may request that First Choice email the correspondence to a different email address, send the correspondence by U.S. Mail to a specific mailing address, or send the correspondence via another method to a specific mailing address. First Choice shall honor Client’s stated preference. If Client’s requested method of transmission involves a postage or delivery fee from a third-party organization, Client shall reimburse First Choice for the amount of such fee.

h. If First Choice requires additional information from Client to facilitate the sending of pre-adverse or adverse action letters, Client shall cooperate as requested. Client understands that First Choice’s ability to send out letters in a timely fashion depends on Client’s cooperation.

i. Client agrees that First Choice plays no role in deciding whether an individual should incur adverse action based upon a background screening report. Client accepts full responsibility for any and all substantive decision-making based upon the background screening reports it receives from First Choice. Both parties agree that First Choice’s role as to the adverse action process is strictly administrative.

j. Client understands and agrees that First Choice’s limited administrative role set forth herein does not guarantee Client’s compliance with applicable laws.

k. Client shall indemnify and hold harmless First Choice, its affiliates, and subsidiaries and their respective officers, directors, employees, agents, and insurers from and against any and all damages, penalties, losses, liabilities, judgments, settlements, awards, costs, and expenses (including reasonable attorneys’ fees and expenses) arising out of or in connection with any claims, assertions, demands, causes of action, suits, proceedings or other actions, whether at law or in equity, related to Client’s employment decisions, Client’s adverse action correspondence or process, and/or the functions carried out by First Choice on behalf of Client described in this Addendum. This clause shall survive termination of this Addendum or the underlying Agreement.

2. **Suspension of Services.** Either party may suspend the services addressed in this Addendum at any time, for any reason or no reason, by providing written notice to the other party.

FIRST CHOICE ADVERSE ACTION ADDENDUM

3. **Termination.** Either party may terminate this Addendum at any time, for any reason or no reason, by providing written notice to the other party. Upon termination of this Addendum, the Agreement shall otherwise remain fully in effect.

4. **Full Force and Effect.** Except as specifically stated in this Addendum, the Agreement is not modified, revoked, or superseded and remains in full force and effect. This Addendum and the Agreement are intended to be read together and interpreted as a whole. To the extent an unavoidable conflict exists between this Addendum and the Agreement, this Addendum shall control.

In signing this Addendum on behalf of Client, the individual below hereby certifies that he/she has direct knowledge of the facts addressed above and that **he/she is authorized to execute this Addendum on behalf of Client.**

Client's Legal Business Name

First Choice Research and Investigations, LLC

Signature: _____

Signature: _____

Name: _____

Name: Nicole Morales

Title: _____

Title: CEO

Date: _____

Date: _____



EXHIBIT A

PRE-ADVERSE ACTION NOTIFICATION

[Date]

[Applicant Name]

[Applicant Address]

Dear [Applicant Name]:

You recently authorized [Company Name] (“the Company”) to obtain a consumer report and/or investigative consumer report about you from a consumer reporting agency. The Company is considering taking action in whole or in part based on information in such report.

Enclosed please find a copy of: (1) the report we obtained from First Choice Background Screening; (2) A Summary of Your Rights under the Fair Credit Reporting Act; and (3) if applicable, notices required by state or municipal law.

Contact information for the consumer reporting agency, First Choice Background Screening, which provided the consumer report, is listed below:

4611 S. University Drive #314 Davie, FL 33328
Telephone: (888) 222-6988 ext. 7804
Toll-free fax: (888) 949-2010
Email: Compliance@firstchoicebackground.com

Disputing Accuracy of Report

If you see any errors or inaccuracies in your report, please contact the Company within [Days] (#) business days of the date of this letter. If you would like to dispute the accuracy of the information in the report directly with the consumer reporting agency (*i.e.*, the source of the information contained in the report), then you should contact the consumer reporting agency identified above directly. If you wish, you may submit evidence challenging the accuracy of the information in your report.

Providing Additional Information Regarding Your Circumstances

If you would like to provide the Company with any other information that bears upon the matters identified in your report, please contact the Company within [Days] (#) business days of the date of this letter.

Sincerely,

[Company Name]

Enclosures: Consumer Report
A Summary of Your Rights Under the FCRA
Applicable State and/or Municipal Notices

EXHIBIT A

Para información en español, visite www.consumerfinance.gov/learnmore o escribe a la Consumer Financial Protection Bureau, 1700 G Street NW, Washington, DC 20552.

A Summary of Your Rights Under the Fair Credit Reporting Act

The federal Fair Credit Reporting Act (FCRA) promotes the accuracy, fairness, and privacy of information in the files of consumer reporting agencies. There are many types of consumer reporting agencies, including credit bureaus and specialty agencies (such as agencies that sell information about check writing histories, medical records, and rental history records). Here is a summary of your major rights under FCRA. **For more information, including information about additional rights, go to www.consumerfinance.gov/learnmore or write to: Consumer Financial Protection Bureau, 1700 G Street NW, Washington, DC 20552.**

- **You must be told if information in your file has been used against you.** Anyone who uses a credit report or another type of consumer report to deny your application for credit, insurance, or employment – or to take another adverse action against you – must tell you, and must give you the name, address, and phone number of the agency that provided the information.
- **You have the right to know what is in your file.** You may request and obtain all the information about you in the files of a consumer reporting agency (your “file disclosure”). You will be required to provide proper identification, which may include your Social Security number. In many cases, the disclosure will be free. You are entitled to a free file disclosure if:
 - a person has taken adverse action against you because of information in your credit report;
 - you are the victim of identity theft and place a fraud alert in your file;
 - your file contains inaccurate information as a result of fraud;
 - you are on public assistance;
 - you are unemployed but expect to apply for employment within 60 days.

In addition, all consumers are entitled to one free disclosure every 12 months upon request from each nationwide credit bureau and from nationwide specialty consumer reporting agencies. See www.consumerfinance.gov/learnmore for additional information.

- **You have the right to ask for a credit score.** Credit scores are numerical summaries of your credit-worthiness based on information from credit bureaus. You may request a credit score from consumer reporting agencies that create scores or distribute scores used in residential real property loans, but you will have to pay for it. In some mortgage transactions, you will receive credit score information for free from the mortgage lender.
- **You have the right to dispute incomplete or inaccurate information.** If you identify information in your file that is incomplete or inaccurate, and report it to the consumer reporting agency, the agency must investigate unless your dispute is frivolous. See www.consumerfinance.gov/learnmore for an explanation of dispute procedures.
- **Consumer reporting agencies must correct or delete inaccurate, incomplete, or unverifiable information.** Inaccurate, incomplete, or unverifiable information must be removed or corrected, usually within 30 days. However, a consumer reporting agency may continue to report information it has verified as accurate.
- **Consumer reporting agencies may not report outdated negative information.** In most cases, a consumer reporting agency may not report negative information that is more than seven years old, or bankruptcies that are more than 10 years old.

EXHIBIT A

- **Access to your file is limited.** A consumer reporting agency may provide information about you only to people with a valid need – usually to consider an application with a creditor, insurer, employer, landlord, or other business. The FCRA specifies those with a valid need for access.
- **You must give your consent for reports to be provided to employers.** A consumer reporting agency may not give out information about you to your employer, or a potential employer, without your written consent given to the employer. Written consent generally is not required in the trucking industry. For more information, go to www.consumerfinance.gov/learnmore.
- **You may limit “prescreened” offers of credit and insurance you get based on information in your credit report.** Unsolicited “prescreened” offers for credit and insurance must include a toll-free phone number you can call if you choose to remove your name and address from the lists these offers are based on. You may opt out with the nationwide credit bureaus at 1-888-567-8688.
- The following FCRA right applies with respect to nationwide consumer reporting agencies:

CONSUMERS HAVE THE RIGHT TO OBTAIN A SECURITY FREEZE

You have a right to place a “security freeze” on your credit report, which will prohibit a consumer reporting agency from releasing information in your credit report without your express authorization. The security freeze is designed to prevent credit, loans, and services from being approved in your name without your consent. However, you should be aware that using a security freeze to take control over who gets access to the personal and financial information in your credit report may delay, interfere with, or prohibit the timely approval of any subsequent request or application you make regarding a new loan, credit, mortgage, or any other account involving the extension of credit.

As an alternative to a security freeze, you have the right to place an initial or extended fraud alert on your credit file at no cost. An initial fraud alert is a 1-year alert that is placed on a consumer’s credit file. Upon seeing a fraud alert display on a consumer’s credit file, a business is required to take steps to verify the consumer’s identity before extending new credit. If you are a victim of identity theft, you are entitled to an extended fraud alert, which is a fraud alert lasting 7 years.

A security freeze does not apply to a person or entity, or its affiliates, or collection agencies acting on behalf of the person or entity, with which you have an existing account that requests information in your credit report for the purposes of reviewing or collecting the account. Reviewing the account includes activities related to account maintenance, monitoring, credit line increases, and account upgrades and enhancements.

- **You may seek damages from violators.** If a consumer reporting agency, or, in some cases, a user of consumer reports or a furnisher of information to a consumer reporting agency violates the FCRA, you may be able to sue in state or federal court.
- **Identity theft victims and active duty military personnel have additional rights.** For more information, visit www.consumerfinance.gov/learnmore.

States may enforce the FCRA, and many states have their own consumer reporting laws. In some cases, you may have more rights under state law. For more information, contact your state or local consumer protection agency or your state Attorney General. For information about your federal rights, contact:

EXHIBIT A

TYPE OF BUSINESS:	CONTACT:
<p>1.a. Banks, savings associations, and credit unions with total assets of over \$10 billion and their affiliates</p> <p>b. Such affiliates that are not banks, savings associations, or credit unions also should list, in addition to the CFPB:</p>	<p>a. Consumer Financial Protection Bureau 1700 G Street NW Washington, DC 20552</p> <p>b. Federal Trade Commission Consumer Response Center 600 Pennsylvania Avenue NW Washington, DC 20580 (877) 382-4357</p>
<p>2. To the extent not included in item 1 above:</p> <p>a. National banks, federal savings associations, and federal branches and federal agencies of foreign banks</p> <p>b. State member banks, branches and agencies of foreign banks (other than federal branches, federal agencies, and Insured State Branches of Foreign Banks), commercial lending companies owned or controlled by foreign banks, and organizations operating under section 25 or 25A of the Federal Reserve Act.</p> <p>c. Nonmember Insured Banks, Insured State Branches of Foreign Banks, and insured state savings associations</p> <p>d. Federal Credit Unions</p>	<p>a. Office of the Comptroller of the Currency Customer Assistance Group P.O. Box 53570 Houston, TX 77052</p> <p>b. Federal Reserve Consumer Help Center P.O. Box 1200 Minneapolis, MN 55480</p> <p>c. Division of Depositor and Consumer Protection National Center for Consumer and Depositor Assistance Federal Deposit Insurance Corporation 1100 Walnut Street, Box #11 Kansas City, MO 64106</p> <p>d. National Credit Union Administration Office of Consumer Financial Protection 1775 Duke Street Alexandria, VA 22314</p>
<p>3. Air carriers</p>	<p>Assistant General Counsel for Office of Aviation Consumer Protection Department of Transportation 1200 New Jersey Avenue SE Washington, DC 20590</p>
<p>4. Creditors Subject to the Surface Transportation Board</p>	<p>Office of Public Assistance, Governmental Affairs, and Compliance Surface Transportation Board 395 E Street SW Washington, DC 20423</p>
<p>5. Creditors Subject to the Packers and Stockyards Act, 1921</p>	<p>Nearest Packers and Stockyards Division Regional Office</p>
<p>6. Small Business Investment Companies</p>	<p>Associate Administrator, Office of Capital Access United States Small Business Administration 409 Third Street SW, Suite 8200 Washington, DC 20416</p>
<p>7. Brokers and Dealers</p>	<p>Securities and Exchange Commission 100 F Street NE Washington, DC 20549</p>
<p>8. Institutions that are members of the Farm Credit System</p>	<p>Farm Credit Administration 1501 Farm Credit Drive McLean, VA 22102-5090</p>
<p>9. Retailers, Finance Companies, and All Other Creditors Not Listed Above</p>	<p>Federal Trade Commission Consumer Response Center 600 Pennsylvania Avenue NW Washington, DC 20580 (877) 382-4357</p>

EXHIBIT A

**(NOTE TO END USER, REMOVE BEFORE USE:
Enclose this notice for all Arkansas consumers.)**

Arkansas Consumers Have the Right to Obtain a Security Freeze

You have the right to place a “security freeze” on your credit report, which will prohibit a consumer reporting agency from releasing information in your credit report without your express authorization. The security freeze is designed to prevent credit, loans, and services from being approved in your name without your consent. However, you should be aware that using a security freeze to take control over who gets access to the personal and financial information in your credit report may delay, interfere with, or prohibit the timely approval of any subsequent request or application you make regarding a new loan, credit, mortgage, government services or payments, rental housing, employment, investment, license, cellular phone, utilities, digital signature, Internet credit card transaction, or other services, including an extension of credit at point of sale.

When you place a security freeze on your credit report, you will be provided a personal identification number or password to use if you choose to remove the security freeze on your credit report or authorize the release of your credit report for a period of time after the security freeze is in place. To provide that authorization you must contact the consumer reporting agency by one (1) of the methods that it requires and provide all of the following:

- (1) Your personal identification number or password;
- (2) Proper identification to verify your identity; and
- (3) The proper information regarding the period of time for which the credit report shall be available.

A consumer reporting agency must authorize the release of your credit report for a period of time within fifteen (15) minutes or as soon as practical if good cause exists for the delay, and must remove a security freeze no later than three (3) business days after receiving all of the above items by any method that the consumer reporting agency allows.

A security freeze does not apply to a person or an entity, or its affiliates, or collection agencies acting on behalf of the person or entity with which you have an existing account that requests information in your credit report for the purposes of reviewing or collecting the account. Reviewing the account includes activities related to account maintenance, monitoring, credit line increases, and account upgrades and enhancements.

You have a right to bring a civil action against anyone, including a consumer reporting agency, that willfully or negligently fails to comply with any requirement of the Arkansas Consumer Report Security Freeze Act.

A consumer reporting agency has the right to charge you up to five dollars (\$5.00) to place a security freeze on your credit report, to temporarily lift a security freeze on your credit report, or to remove a security freeze from your credit report. However, you shall not be charged any fee if you are at least sixty-five (65) years of age or if you are a victim of identity theft and have submitted, in conjunction with the security freeze request, a copy of a valid investigative report or incident report or complaint with a law enforcement agency alleging the unlawful use of your identifying information by another person.

EXHIBIT A

(NOTE TO END USER, REMOVE BEFORE USE:

Enclose this notice if potential adverse action is based upon criminal history information, for California consumers.)

California Applicant/Employee

No final decision on your employment status has been made. At this point, the Company has only made a preliminary finding that the following item in your report(s) may disqualify you from employment: (identify items)

You have the option to supply the Company with any of the following types of evidence before the preliminary decision referenced above becomes final: (1) evidence challenging the accuracy of the conviction history that is the basis of the Company’s preliminary decision, (2) evidence of rehabilitation; and/or (3) evidence of mitigating circumstances. Evidence of rehabilitation or mitigating circumstances may include, but is not limited to, the following:

- Facts or circumstances surrounding the offense or conduct;
- Facts or circumstances showing that the conduct was less serious than the conviction seems;
- The length and consistency of employment history or community involvement before and after the offense(s); and/or
- Evidence that you have performed the same type of work since your conviction(s).

We will consider any evidence you provide.

If you timely notify the Company that you dispute the accuracy of the conviction history that the Company is relying upon and that you are taking specific steps to obtain evidence supporting your assertion, then you have five additional business days to respond beyond the date set forth in the pre-adverse action notification before the Company’s decision to rescind the employment offer becomes final.

ADDITIONAL REMINDER: California law prescribes the amount of time that must be extended to applicants/employees. Please remember to change references to “[Days] (#) business days from the date of this letter” in the pre-adverse action notification in accordance with the below chart:

METHOD OF TRANSMISSION OF PRE-ADVERSE ACTION NOTICE	LANGUAGE FOR PRE-ADVERSE ACTION LETTER
By email	“seven (7) business days from the date of this letter”
By mail to a California address	“ten (10) business days from the date of this letter”
By mail to a non-California U.S. address	“fifteen (15) business days from the date of this letter”
By mail to a non-U.S. address	“twenty-five (25) business days from the date of this letter”

EXHIBIT A

(NOTE TO END USER, REMOVE BEFORE USE:

Enclose this notice if potential adverse action is based upon criminal history information, for City of Los Angeles, California consumers.)

California
City of Los Angeles Applicants/Employees

Enclosed please find the Fair Chance Initiative For Hiring Ordinance (FCIHO) Individualized Assessment and Reassessment Form.



FAIR CHANCE INITIATIVE FOR HIRING ORDINANCE (FCIHO) INDIVIDUAL ASSESSMENT and REASSESSMENT FORM



INFORMATION	
Employer Name:	Applicant Name:
Position Applied For:	Date of Conditional Offer:
Date of Criminal History Report:	Individual Assessment Performed by:
Date of Assessment:	Date of Reassessment (if applicable):
The following factors were considered, as required by Section 189.03 of the Los Angeles Municipal Code or Section 10.48.3 of the Los Angeles Administrative Code, before making our determination:	
1. The specific duties and responsibilities of the job, which are: a) _____ b) _____ c) _____ d) _____	
2. Description of the criminal conduct and why the conduct is of concern.	
3. How long ago did the criminal activity occur:	
4. Age at the time of last criminal activity:	
5. Activities since criminal activity such as work experience, job training etc.: a) _____ b) _____ c) _____ d) _____	
Based on the factors above, we are considering rescinding our offer of employment because:	
Describe how there is a link between the specific aspects of the Applicant's Criminal History with risks inherent in the duties of the Employment position.	
To be completed for a Reassessment:	
1. Was there an error made in the Criminal History Report?	
2. Evidence of rehabilitation and good conduct, which is: a) _____ b) _____ c) _____ d) _____	
Evidence includes documents that the Applicant attended school, religious institution, job training, or counseling; or is involved with the community. They can include letters from people who know them, like teachers, counselors, supervisors, clergy, and parole or probation officers.	
Based on the evidence provided, we are rescinding/not rescinding (circle one) our offer of employment because:	

Note: Employers shall retain all records and documents related to Applicant's Employment applications and the written assessment and reassessment performed for a period of three years following the receipt of an Applicant's Employment application.

EXHIBIT A

(NOTE TO END USER, REMOVE BEFORE USE:

Enclose this notice if potential adverse action is based upon criminal history information, for County of Los Angeles, California consumers.)

**California
County of Los Angeles Applicants/Employees**

No final decision on your employment status has been made. At this point, the Company has only made a preliminary finding that the following item in your report(s) may disqualify you from employment: (identify items). The Company may withdraw or rescind your conditional offer of employment due to the above-referenced item(s) in your report.

Enclosed please find a copy of the Company’s Initial Individualized Assessment and your background report.

You have the option to supply the Company with any of the following types of evidence before the preliminary decision referenced above becomes final: (1) evidence challenging the accuracy of the criminal history that is the basis of the Company’s preliminary decision, (2) evidence challenging the accuracy of other criminal history information that the Company possesses about you, (3) evidence of rehabilitation; and/or (4) evidence of mitigating circumstances. Evidence of rehabilitation or mitigating circumstances may include, but is not limited to, the following:

- Facts or circumstances surrounding the offense or conduct;
- Facts or circumstances showing that the conduct was less serious than the conviction seems;
- Supporting documents, such as a letter of recommendation from counselors, community leaders, or parole/probation officers who have observed you since your conviction;
- The length or consistency of employment history before and after the offense(s); and/or
- Evidence that you have performed the same type of work since your conviction(s).

We will consider any evidence you provide.

If you timely notify the Company that: (1) you dispute the accuracy of the conviction history that the Company is relying upon and that you are taking specific steps to obtain evidence supporting your assertion; or (2) you need additional time to obtain written evidence of rehabilitation or mitigating circumstances, then you have ten (10) additional business days to respond beyond the date set forth in the pre-adverse action notification before the Company’s decision to rescind the conditional offer of employment may become final.

ADDITIONAL REMINDER: Los Angeles County law prescribes the amount of time that must be extended to applicants/employees to respond to this notice. Please remember to change references to “[Days] (#) business days from the date of this letter” in the pre-adverse action notification in accordance with the below chart:

METHOD OF TRANSMISSION OF PRE-ADVERSE ACTION NOTICE	LANGUAGE FOR PRE-ADVERSE ACTION LETTER
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EXHIBIT A

By mail via a method that provides for confirmation of receipt.	“five (5) business days from the date you received this letter”
By mail to a California address via a method that does not provide confirmation of receipt	“ten (10) business days from the date of this letter”
By mail to a non-California U.S. address via a method that does not provide confirmation of receipt	“fifteen (15) business days from the date of this letter”
By mail to a non-U.S. address via a method that does not provide confirmation of receipt	“twenty-five (25) business days from the date of this letter”

(Insert completed Initial Individualized Assessment)

EXHIBIT A

(NOTE TO END USER, REMOVE BEFORE USE:

Enclose this notice if potential adverse action is based upon criminal history information, for County of San Diego, California consumers.)

California County of San Diego Applicants/Employees

No final decision on your employment status has been made. At this point, the Company has only made a preliminary finding that the following item in your report(s) may disqualify you from employment: **(identify items)**. The Company may withdraw or rescind your conditional offer of employment due to the above-referenced item(s) in your report.

Enclosed please find a copy of your background check.

You have the option to supply the Company with any of the following types of evidence before the preliminary decision referenced above becomes final: (1) evidence challenging the accuracy of the criminal report information that is the basis of the Company's preliminary decision, (2) evidence of rehabilitation; and/or (3) evidence of mitigating circumstances. We will consider any evidence you provide.

If you timely notify the Company that you dispute the accuracy of the background check that is the basis for the Company's preliminary determination and that you are taking specific steps to obtain evidence supporting your assertion, then you have ten (10) business days to respond to this notice from the date of the pre-adverse action notification before the Company's decision to rescind the conditional offer of employment becomes final.

You have the right to file a complaint with: (1) the County of San Diego's Office of Labor Standards and Enforcement (OLSE) for a violation of San Diego County's Fair Chance Ordinance, and (2) the State of California's Civil Rights Department for a violation of California's Fair Chance Act.

EXHIBIT A

**(NOTE TO END USER, REMOVE BEFORE USE:
Enclose this notice for all Delaware consumers.)**

Delaware Consumers Have the Right to Obtain a Security Freeze

You may obtain a security freeze on your credit report for no more than ten dollars to protect your privacy and ensure that credit is not granted in your name without your knowledge. You have a right to place a security freeze on your credit report pursuant to Delaware law. The security freeze will prohibit a consumer reporting agency from releasing any information in your credit report without your express authorization or approval. You must separately request, by certified mail, that it be frozen by the three consumer reporting agencies and pay each a ten dollar fee to do so. After January 31, 2009, you will be able to request this freeze from the agencies by e-mail.

The security freeze is designed to prevent credit, loans, and services from being approved in your name without your consent. When you place a security freeze on your credit report, you will be sent a personal identification number or password to use if you choose to remove the freeze on your credit report or to temporarily authorize the release of your credit report for a specific period of time after the freeze is in place. To provide that authorization, you must contact the consumer reporting agency and provide all of the following:

1. The unique personal identification number or password provided by the consumer reporting agency.
2. Proper identification to verify your identity.
3. The proper information regarding the period of time for which the report shall be available to users of the credit report.
4. A consumer reporting agency that receives a request from a consumer to lift temporarily a freeze on a credit report shall comply with the request no later than three business days after receiving the request. By January 31, 2009, the consumer reporting agency must temporarily lift the freeze within 15 minutes of receiving the request.

A security freeze does not apply to circumstances where you have an existing account relationship and a copy of your report is requested by your existing creditor or its agents or affiliates for certain types of account review, collection, fraud control or similar activities.

If you are actively seeking a new credit, loan, utility, telephone, or insurance account, you should understand that the procedures involved in lifting a security freeze may slow your own applications for credit. You should plan ahead and lift a freeze with enough advance notice before you apply for new credit for the lifting to take effect. Until January 31, 2009, you should lift the freeze at least 3 business days before applying, and after that date you should lift the freeze at least 15 minutes before applying for a new account.

You have a right to bring a civil action against someone who violates your rights under the credit reporting laws. The action can be brought against a consumer reporting agency.

EXHIBIT A

(NOTE TO END USER, REMOVE BEFORE USE:

Enclose this notice if potential adverse action is based upon criminal history information, for City of Gainesville, Florida consumers.)

**Florida
City of Gainesville Applicants/Employees**

The following item(s) from your report are the basis for potential adverse action: (identify criminal history information). As noted in the enclosed letter, you have the option to supply the Company with additional context about the criminal history records and any information demonstrating your rehabilitation and good conduct since the occurrence of the criminal offense. If you wish to submit such information, you must do so within the day timeframe listed in your letter. We will consider any evidence you provide.

EXHIBIT A

(NOTE TO END USER, REMOVE BEFORE USE:

Enclose this notice if potential adverse action is based upon criminal history information, for Illinois consumers.)

Illinois Applicants/Employees

The Company has made a preliminary decision that the following item(s) in your report(s) may disqualify you from employment: (identify the disqualifying conviction or convictions that are the basis for the preliminary decision). This preliminary decision is based on [[the substantial relationship between the conviction(s) and the employment sought or held] OR [the unreasonable risk to property or the safety or welfare of others created by granting or continuing employment]].

You have the option to supply the Company with evidence challenging the accuracy of the conviction record(s) and/or evidence of mitigating circumstances or rehabilitation (or both) before the Company's decision becomes final. We will consider any evidence you provide.

EXHIBIT A

(NOTE TO END USER, REMOVE BEFORE USE:

Enclose this notice if potential adverse action is based upon criminal history information, for City of Chicago, Illinois consumers.)

**Illinois
City of Chicago Applicants/Employees**

The Company has made a preliminary decision that the following item(s) in your report(s) may disqualify you from employment: (identify the potentially disqualifying conviction or convictions that are the basis for the preliminary decision).

This preliminary decision is based on (see check mark below):

- Applicable law which excludes applicants with the above criminal conviction(s) from occupying the relevant position.
- Your disqualification from obtaining a standard fidelity bond or an equivalent bond that is required for the relevant position.
- The substantial relationship between your conviction(s) and the employment sought or held by you.
- The unreasonable risk to property or the safety or welfare of others created by granting or continuing employment to you.

You have the option to supply the Company with evidence challenging the accuracy of the conviction record(s) and/or evidence of mitigating circumstances or rehabilitation (or both) before the Company's decision becomes final. We will consider any evidence you provide.

EXHIBIT A

(NOTE TO END USER, REMOVE BEFORE USE:

Enclose this notice if potential adverse action is based upon criminal history information, for County of Montgomery, Maryland consumers.)

Maryland
County of Montgomery Applicants/Employees

The following items from your report are the basis for potential adverse action: (identify items).

EXHIBIT A

(NOTE TO END USER, REMOVE BEFORE USE:

Enclose this notice if potential adverse action is based upon criminal history information, for County of Prince George's, Maryland consumers.)

Maryland

County of Prince George's Applicant/Employee:

The following items from your report are the basis for potential adverse action: (identify items).

EXHIBIT A

(NOTE TO END USER, REMOVE BEFORE USE:

Enclose this notice if potential adverse action is based on information from Massachusetts' Criminal Offender Record Information ("CORI") database.)

Massachusetts Applicant/Employee

The following items from your report are the basis for potential adverse action: (identify items).

We have enclosed the Company's Massachusetts Criminal Offender Record Information ("CORI") Policy and Massachusetts Department of Criminal Justice Information Services - Information Concerning The Process In Correcting A Criminal Record.

Massachusetts Department of Criminal Justice Information Services Information Concerning The Process In Correcting A Criminal Record

1. If you have undergone a background check by an agency that has received a criminal record from the DCJIS, you may ask the agency to provide you with a copy of the criminal record. You may also request a copy of your adult criminal record from the Department of Criminal Justice Information Services, 200 Arlington Street, Suite 2200, Chelsea, MA 02150 or by calling (617)660-4640 or go to the Massachusetts iCORI service.
2. The DCJIS charges \$25.00 fee to provide an individual with a copy of his/her criminal record. You may complete an affidavit of indigency and request that the DCJIS waive the fee.
3. Upon receipt, review the record. If you need assistance in interpreting the entries or dispositions, please contact the Constituent Assistance and Research Unit at 617.660.4640 between 8:00AM and 6:00PM Eastern Time, Monday – Friday or via email at iCORI.INFO@state.ma.us
4. The DCJIS does not offer "walk-in" service but you may call our Legal Division at (617)660-4760 for assistance or the CARI Unit of the Office of the Commissioner of Probation at (617)727-5300.
5. If you believe that a case is opened on your record that should be marked closed, you may contact the Office of the Commissioner of Probation Department at the court where the charges were brought and request that the case(s) be updated.
6. If you believe that a disposition is incorrect, contact the Chief Probation Officer at the court where the charges were brought or the CARI Unit at the Office of the Commissioner of Probation and report that the court incorrectly entered a disposition on your criminal record.
7. If you believe that someone has stolen or improperly used your identity and were arraigned on criminal charges under your name, you may contact the Office of the Commissioner of Probation CARI Unit or the Chief Probation Officer in the court where the charges were brought. For a listing of courthouses and telephone numbers please go to: <https://www.mass.gov/guides/alphabetical-listing-of-courthouses>.
8. In some situations of identity theft, you may need to contact the DCJIS to arrange to have fingerprints analysis conducted.
9. If there is a warrant currently outstanding against you, you need to appear at the court and ask that the warrant be recalled. You cannot do this over the telephone.
10. If you believe that an employer, volunteer agency, housing agency or municipality has been provided with a criminal record that does not pertain to you, the agency should contact the CORI Unit for assistance at (617)660-4640.

EXHIBIT A

(NOTE TO END USER, REMOVE BEFORE USE:
Enclose this notice for all New Jersey consumers.)

A Summary of Your Rights Under New Jersey's Fair Credit Reporting Act

The New Jersey Fair Credit Reporting Act (NJFCRA) is designed to promote accuracy, fairness and privacy of information in the files of every "consumer reporting agency" (CRA). Most CRAs are credit bureaus that gather and sell information about you – such as if you pay your bills on time or have filed bankruptcy – to creditors, employers, landlords and other businesses. You can find the complete text of the NJFCRA, N.J. Rev. Stat. §§ 56:11-28, at the New Jersey Legislature's website (<http://www.njleg.state.nj.us>). The NJFCRA gives you specific rights, as outlined below. You may have additional rights under the Federal Fair Credit Reporting Act, 15 U.S.C. 1681-1681u, which is available on the internet at the Federal Trade Commission's website (<http://www.ftc.gov>).

- **You must be told if information in your file has been used against you.** If an employer intends to use information from your consumer report to take an adverse action against you – such as denying you employment or firing you – the employer must also provide you with a copy of the report and a description of your rights under the NJFCRA and the Federal Fair Credit Reporting Act.
- **You can find out what is in your file.** At your request, a CRA must give you the information in your file (except that medical information may be withheld), and a list of everyone who has requested it recently. This disclosure may be made during normal business hours in person or, upon written request, by telephone. There is no charge for the report if you have received a notice of adverse action based on information supplied by the CRA, if you request the information within 60 days of receiving notice of the action. In most other cases, a CRA may charge you up to eight dollars.
- **Access to your file is limited.** A CRA may provide information about you only to people with a need recognized by the NJFCRA – usually to consider an application with a creditor, insurer, employer, landlord or other business.
- **Your consent is required for reports that are provided to employers.** A CRA may not give out information about you to your employer, or prospective employer, without your written consent.
- **You can dispute inaccurate information with the CRA.** If you tell a CRA that your file contains inaccurate information, the CRA must reinvestigate the items within 30 business days, unless your dispute is frivolous. The CRA must give you a written report of the investigation. If the CRA's investigation does not resolve the dispute, you may add a brief statement to your file. If an item is deleted or a dispute statement is filed, you may ask that anyone who has recently received your report be notified of the change.
- **Inaccurate information must be corrected or deleted.** A CRA must remove or correct inaccurate or unverified information from its files within 30 business days after you dispute it. **However, the CRA is not required to remove accurate data from your file unless it is outdated (as described above) or cannot be verified.** If your dispute results in any change to your report, the CRA cannot reinsert into your file a disputed item unless the information source verifies its accuracy and completeness. In addition, the CRA must give you a written notice telling you it has reinserted the item. The notice must include the name, address and telephone number of the information source.
- **You may seek damages from violators.** If a CRA, a user or (in some cases) a provider of CRA data violates the NJFCRA, you may sue them in state court.

EXHIBIT A

**(NOTE TO END USER, REMOVE BEFORE USE:
Enclose this notice for all New Jersey consumers.)**

New Jersey Consumers Have the Right to Obtain a Security Freeze

You may obtain a security freeze on your credit report to protect your privacy and ensure that credit is not granted in your name without your knowledge. You have a right to place a “security freeze” on your credit report pursuant to New Jersey law.

The security freeze will prohibit a consumer reporting agency from releasing any information in your credit report without your express authorization or approval.

The security freeze is designed to prevent credit, loans, and services from being approved in your name without your consent. When you place a security freeze on your credit report, within five business days you will be provided a personal identification number or password to use if you choose to remove the freeze on your credit report or to temporarily authorize the release of your credit report for a specific party, parties or period of time after the freeze is in place. To provide that authorization, you must contact the consumer reporting agency and provide all of the following:

- (i) The unique personal identification number or password provided by the consumer reporting agency;
- (ii) Proper identification to verify your identity; and
- (iii) The proper information regarding the third party or parties who are to receive the credit report or the period of time for which the report shall be available to users of the credit report.

A consumer reporting agency that receives a request from a consumer to lift temporarily a freeze on a credit report shall comply with the request no later than three business days or less, as provided by regulation, after receiving the request.

A security freeze does not apply to circumstances in which you have an existing account relationship and a copy of your report is requested by your existing creditor or its agents or affiliates for certain types of account review, collection, fraud control or similar activities.

If you are actively seeking credit, you should understand that the procedures involved in lifting a security freeze may slow your own applications for credit. You should plan ahead and lift a freeze, either completely if you are shopping around, or specifically for a certain creditor, a few days before actually applying for new credit.

You have a right to bring a civil action against someone who violates your rights under the credit reporting laws. The action can be brought against a consumer reporting agency or a user of your credit report.

EXHIBIT A

(NOTE TO END USER, REMOVE BEFORE USE:

Enclose this notice if report contains criminal history information, for New York consumers.)

New York Applicant/Employee

Enclosed please find a copy of your background report containing criminal history information about you. In addition to your right to dispute the accuracy of information contained in your background report with the employer or consumer reporting agency as set forth in the pre-adverse action notification, you also have the right to seek correction of any incorrect criminal history information in your background report with New York State's Division of Criminal Justice Services if such information is maintained by New York State's Division of Criminal Justice Services. To do the latter, you can contact New York State's Division of Criminal Justice Services in writing at: Records Correspondence Unit, New York State Division of Criminal Justice Services, 80 South Swan St., Albany, N.Y. 12210 or via email at: dcjsCriminalJusticeRecords@dcjs.ny.gov.

Below please find a copy of Article 23-A of New York's Correction Law.

New York Correction Law

Article 23-A

Licensure and Employment of Persons Previously Convicted of One or More Criminal Offenses

§ 750. Definitions. For the purposes of this article, the following terms shall have the following meanings:

- (1) "Public agency" means the state or any local subdivision thereof, or any state or local department, agency, board or commission.
- (2) "Private employer" means any person, company, corporation, labor organization or association which employs ten or more persons.
- (3) "Direct relationship" means that the nature of criminal conduct for which the person was convicted has a direct bearing on his fitness or ability to perform one or more of the duties or responsibilities necessarily related to the license, opportunity, or job in question.
- (4) "License" means any certificate, license, permit or grant of permission required by the laws of this state, its political subdivisions or instrumentalities as a condition for the lawful practice of any occupation, employment, trade, vocation, business, or profession. Provided, however, that "license" shall not, for the purposes of this article, include any license or permit to own, possess, carry, or fire any explosive, pistol, handgun, rifle, shotgun, or other firearm.
- (5) "Employment" means any occupation, vocation or employment, or any form of vocational or educational training. Provided, however, that "employment" shall not, for the purposes of this article, include membership in any law enforcement agency.

§ 751. Applicability. The provisions of this article shall apply to any application by any person for a license or employment at any public or private employer, who has previously been convicted of one or more criminal offenses in this state or in any other jurisdiction, and to any license or employment held by any person whose conviction of one or more criminal offenses in this state or in any other jurisdiction preceded such employment or granting of a license, except where a mandatory forfeiture, disability or bar to employment is imposed by law, and has not been removed by an executive pardon, certificate of relief from disabilities or certificate of good conduct. Nothing

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in this article shall be construed to affect any right an employer may have with respect to an intentional misrepresentation in connection with an application for employment made by a prospective employee or previously made by a current employee.

§ 752. Unfair discrimination against persons previously convicted of one or more criminal offenses prohibited. No application for any license or employment, and no employment or license held by an individual, to which the provisions of this article are applicable, shall be denied or acted upon adversely by reason of the individual's having been previously convicted of one or more criminal offenses, or by reason of a finding of lack of "good moral character" when such finding is based upon the fact that the individual has previously been convicted of one or more criminal offenses, unless:

- (1) There is a direct relationship between one or more of the previous criminal offenses and the specific license or employment sought or held by the individual; or
- (2) the issuance or continuation of the license or the granting or continuation of the employment would involve an unreasonable risk to property or to the safety or welfare of specific individuals or the general public.

§ 753. Factors to be considered concerning a previous criminal conviction; presumption.

1. In making a determination pursuant to section seven hundred fifty-two of this chapter, the public agency or private employer shall consider the following factors:

- (a) The public policy of this state, as expressed in this act, to encourage the licensure and employment of persons previously convicted of one or more criminal offenses.
- (b) The specific duties and responsibilities necessarily related to the license or employment sought or held by the person.
- (c) The bearing, if any, the criminal offense or offenses for which the person was previously convicted will have on his fitness or ability to perform one or more such duties or responsibilities.
- (d) The time which has elapsed since the occurrence of the criminal offense or offenses.
- (e) The age of the person at the time of occurrence of the criminal offense or offenses.
- (f) The seriousness of the offense or offenses.
- (g) Any information produced by the person, or produced on his behalf, in regard to his rehabilitation and good conduct.
- (h) The legitimate interest of the public agency or private employer in protecting property, and the safety and welfare of specific individuals or the general public.

2. In making a determination pursuant to section seven hundred fifty-two of this chapter, the public agency or private employer shall also give consideration to a certificate of relief from disabilities or a certificate of good conduct issued to the applicant, which certificate shall create a presumption of rehabilitation in regard to the offense or offenses specified therein.

§ 754. Written statement upon denial of license or employment. At the request of any person previously convicted of one or more criminal offenses who has been denied a license or employment, a public agency or private employer shall provide, within thirty days of a request, a written statement setting forth the reasons for such denial.

§ 755. Enforcement.

1. In relation to actions by public agencies, the provisions of this article shall be enforceable by a proceeding brought pursuant to article seventy-eight of the civil practice law and rules.

2. In relation to actions by private employers, the provisions of this article shall be enforceable by the division of human rights pursuant to the powers and procedures set forth in article fifteen of the executive law, and, concurrently, by the New York city commission on human rights.

EXHIBIT A

(NOTE TO END USER, REMOVE BEFORE USE:

Enclose this notice if potential adverse action is based upon criminal history information, for City of New York, New York consumers.)

City of New York, New York Applicants/Employees

Enclosed please find the New York City Fair Chance Act Notice.

Applicant Name

Fair Chance Act Notice for Job Applicants

After extending a conditional offer of employment, we checked your criminal record. Based on the enclosed check, we have reservations about hiring you for the position of, _____ and may decide to retract our job offer for reasons explained below. We invite you to provide us with any information that could help us decide to offer you the job. If you choose to provide us with additional information you have _____ days (must be at least five business days) from the date you receive this to do so.

If you wish to respond, please contact _____.

In your response, you may:

- Tell us about any errors on your criminal record;
- Give us any additional information you'd like us to consider after reviewing this notice.

The following factors were considered, as required by Article 23-A of the New York State Correction Law, before making our determination:

A. The government encourages employers to hire people with criminal records.

B. The specific duties and responsibilities of the job, which are:

1. _____
2. _____
3. _____
4. _____

C. We believe your record impacts your fitness or ability to perform these duties and responsibilities because:

[To be completed only with respect to convictions, not pending cases.]

D. How long ago your criminal activity, not your conviction, occurred: ____ years ____ months

E. Your age when your alleged/convicted criminal activity (not your arrest or conviction) occurred: ____ years old
If you were 25 or younger, we consider this a mitigating factor.

F. The seriousness of the conduct that led to your criminal record, which is:

G. Your evidence of rehabilitation and good conduct, which is listed below.

1. _____
2. _____
3. _____

If you have additional documents we should consider, please send them, including evidence that you attended school, job training, or counseling; or are involved with your community. They can include letters from people who know you, like teachers, counselors, supervisors, clergy, and parole or probation officers.

H. Our legitimate interest in protecting property, and the safety and welfare of specific individuals or the general public, which is:

I. Your certificate(s) of relief or certificate of good conduct shows that you are rehabilitated. If you did not have a certificate, we did not hold that against you.

Based on these factors, we may deny you the job because (choose one or both below):

We believe there is a direct relationship between your criminal record and the job we offered to you, and the factors listed above do not lessen that relationship because:

Your criminal record creates an unreasonable risk to specific persons, the general public, or our property because:

EXHIBIT A

(NOTE TO END USER, REMOVE BEFORE USE:
Enclose this notice for all North Carolina consumers.)

North Carolina Consumers Have the Right to Obtain a Security Freeze

You have a right to place a “security freeze” on your credit report pursuant to North Carolina law. The security freeze will prohibit a consumer reporting agency from releasing any information in your credit report without your express authorization. A security freeze can be requested in writing by first-class mail, by telephone, or electronically. You also may request a freeze by visiting the following Web sites: <https://www.experian.com/freeze/center.html>, <https://www.transunion.com/credit-freeze/place-credit-freeze>, and/or https://www.freeze.equifax.com/Freeze/jsp/SFF_PersonalIDInfo.jsp# or calling the following telephone numbers: Experian at 1-888-397-3742, TransUnion at 1-800-680-7289, and/or Equifax at 1-800-685-1111.

The security freeze is designed to prevent credit, loans, and services from being approved in your name without your consent. However, you should be aware that using a security freeze to take control over who gains access to the personal and financial information in your credit report may delay, interfere with, or prohibit the timely approval of any subsequent request or application you make regarding new loans, credit, mortgage, insurance, rental housing, employment, investment, license, cellular phone, utilities, digital signature, Internet credit card transactions, or other services, including an extension of credit at point of sale.

The freeze will be placed within three business days if you request it by mail, or within 24 hours if you request it by telephone or electronically. When you place a security freeze on your credit report, within three business days, you will be sent a personal identification number or a password to use when you want to remove the security freeze, temporarily lift it, or lift it with respect to a particular third party.

A freeze does not apply when you have an existing account relationship and a copy of your report is requested by your existing creditor or its agents or affiliates for certain types of account review, collection, fraud control, or similar activities.

You should plan ahead and lift a freeze if you are actively seeking credit or services as a security freeze may slow your applications, as mentioned above.

You can remove a freeze, temporarily lift a freeze, or lift a freeze with respect to a particular third party by contacting the consumer reporting agency and providing all of the following:

- (1) Your personal identification number or password,
- (2) Proper identification to verify your identity, and
- (3) Proper information regarding the period of time you want your report available to users of the credit report, or the third party with respect to which you want to lift the freeze.

A consumer reporting agency that receives a request from you to temporarily lift a freeze or to lift a freeze with respect to a particular third party on a credit report shall comply with the request no later than three business days after receiving the request by mail and no later than 15 minutes after receiving a request by telephone or electronically. A consumer reporting agency may charge you up to three dollars (\$3.00) to institute a freeze if your request is made by telephone or by mail. A

EXHIBIT A

consumer reporting agency may not charge you any amount to freeze, remove a freeze, temporarily lift a freeze, or lift a freeze with respect to a particular third party, if any of the following are true:

- (1) Your request is made electronically.
- (2) You are over the age of 62.
- (3) You are the victim of identity theft and have submitted a copy of a valid investigative or incident report or complaint with a law enforcement agency about the unlawful use of your identifying information by another person, or you are the spouse of such a person.

You have a right to bring a civil action against someone who violates your rights under the credit reporting laws. The action can be brought against a consumer reporting agency or a user of your credit report.

EXHIBIT A

**(NOTE TO END USER, REMOVE BEFORE USE:
Enclose this notice for all North Dakota consumers.)**

North Dakota Consumers Have the Right to Obtain a Security Freeze

You may obtain a security freeze on your consumer credit file at no charge to protect your privacy and ensure that credit is not granted in your name without your knowledge. You have a right to place a “security freeze” on your consumer credit file pursuant to North Dakota law.

The security freeze will prohibit a consumer reporting agency from releasing any information in your consumer credit file without your express authorization or approval.

The security freeze is designed to prevent credit, loans, and services from being approved in your name without your consent. When you place a security freeze on your credit file, within five business days you will be provided a personal identification number or password to use if you choose to remove the freeze on your credit file or to temporarily authorize the release of your credit report or credit score for a specific party, parties, or period of time after the freeze is in place. To provide that authorization, you must contact the consumer reporting agency and provide all of the following:

1. The unique personal identification number or password provided by the consumer reporting agency.
2. Proper identification to verify your identity.
3. The proper information regarding the third party or parties who are to receive the credit report or the period of time for which the report shall be available to users of the credit report.

A consumer reporting agency that receives a request from a consumer to lift temporarily a freeze shall comply with the request no later than three business days after receiving the request.

A consumer reporting agency may charge you up to five dollars each time you freeze or temporarily lift the freeze, except a consumer reporting agency may not charge any amount to a victim of identity theft who has submitted a copy of a valid investigative report or complaint to a law enforcement agency about the unlawful use of the victim's information by another person.

A security freeze does not apply to circumstances where you have an existing account relationship and a copy of your report is requested by your existing creditor or its agents or affiliates for certain types of account review, collection, fraud control, or similar activities.

If you are actively seeking a new credit, loan, utility, or telephone account, you should understand that the procedures involved in lifting a security freeze may slow your own applications for credit. You should plan ahead and lift a freeze--either completely if you are shopping around, or specifically for a certain creditor--with enough advance notice before you apply for new credit for the lifting to take effect.

You have a right to bring a civil action against someone who violates your rights under the credit reporting laws. The action can be brought against a consumer reporting agency or a user of your credit report.

EXHIBIT A

**(NOTE TO END USER, REMOVE BEFORE USE:
Enclose this notice for all Oklahoma consumers.)**

Oklahoma Consumers Have the Right to Obtain a Security Freeze

You have a right to place a “security freeze” on your credit report, which will prohibit a consumer reporting agency from releasing information in your credit report without your express authorization. A security freeze must be requested in writing by certified mail. The security freeze is designed to prevent credit, loans, and services from being approved in your name without your consent. However, you should be aware that using a security freeze to take control over who gets access to the personal and financial information in your credit report may delay, interfere with, or prohibit the timely approval of any subsequent request or application you make regarding a new loan, credit, mortgage, government services or payments, rental housing, employment, investment, license, cellular phone, utilities, digital signature, Internet credit card transaction, or other services, including an extension of credit at point of sale. When you place a security freeze on your credit report, you will be provided a personal identification number or password to use if you choose to remove the freeze on your credit report or authorize the release of your credit report for a period of time after the freeze is in place. To provide that authorization you must contact the consumer reporting agency by one of the methods that it requires, and provide all of the following:

1. The personal identification number or password;
2. Proper identification to verify your identity;
3. The proper information regarding the period of time for which the report shall be available; and
4. The payment of the appropriate fee.

A consumer reporting agency must authorize the release of your credit report no later than three (3) business days after receiving all of the above items by any method that the consumer reporting agency allows.

A security freeze does not apply to a person or entity, or its affiliates, or collection agencies acting on behalf of the person or entity, with which you have an existing account that requests information in your credit report for the purposes of reviewing or collecting the account. Reviewing the account includes activities related to account maintenance, monitoring, credit line increases, and account upgrades and enhancements.

You have a right to bring civil action against anyone, including a consumer reporting agency who willfully or negligently fails to comply with any requirement of the Oklahoma Consumer Report Security Freeze Act.

A consumer reporting agency has the right to charge you up to Ten Dollars (\$10.00) to place a freeze on your credit report, up to Ten Dollars (\$10.00) to temporarily lift a freeze on your credit report, and up to Ten Dollars (\$10.00) to remove a freeze from your credit report. However, you shall not be charged any fee if you are a victim of identity theft who has submitted, at the time the security freeze is requested, a copy of a valid investigative or incident report or complaint with a law enforcement agency about the unlawful use of your identifying information by another person, or if you are sixty-five (65) years of age or older for the initial placement and removal of a security freeze.

EXHIBIT A

(NOTE TO END USER, REMOVE BEFORE USE:

Enclose this notice if potential adverse action is based upon criminal history information, for City of Philadelphia, Pennsylvania consumers.)

**Pennsylvania
City of Philadelphia Applicant/Employee:**

The following items from your report are the basis for potential adverse action: (identify items).

(ADDITIONAL REMINDER: Change references in pre-adverse action notification to ten (10) days.)

EXHIBIT A

(NOTE TO END USER, REMOVE BEFORE USE: Enclose this notice for all Rhode Island consumers.)

Rhode Island Consumers have the Right to Obtain a Security Freeze

Consumers have the right to obtain a security freeze.

You may obtain a security freeze on your credit report to protect your privacy and ensure that credit is not granted in your name without your knowledge. You have a right to place a "security freeze" on your credit report pursuant to chapter 48 of title 6 of the Identity Theft Prevention Act of 2006.

The security freeze will prohibit a consumer reporting agency from releasing any information in your credit report without your express authorization or approval.

The security freeze is designed to prevent credit, loans, and services from being approved in your name without your consent. When you place a security freeze on your credit report, within five (5) business days you will be provided a personal identification number or password to use if you choose to remove the freeze on your credit report or to temporarily authorize the release of your credit report for a specific period of time after the freeze is in place. To provide that authorization, you must contact the consumer reporting agency and provide all of the following:

- (1) The unique personal identification number or password provided by the consumer reporting agency.
- (2) Proper identification to verify your identity.
- (3) The proper information regarding the period of time for which the report shall be available to users of the credit report.

A consumer reporting agency that receives a request from a consumer to temporarily lift a freeze on a credit report shall comply with the request no later than three (3) business days after receiving the request.

A security freeze does not apply to circumstances where you have an existing account relationship and a copy of your report is requested by your existing creditor or its agents or affiliates for certain types of an account review, collection, fraud control, or similar activities.

If you are actively seeking a new credit, loan, utility, telephone, or insurance account, you should understand that the procedures involved in lifting a security freeze may slow your own applications for credit. You should plan ahead and lift a freeze – either completely, if you are shopping around, or specifically for a certain creditor – with enough advance notice before you apply for new credit for the lifting to take effect.

You have a right to bring a civil action against someone who violates your rights under the credit reporting laws. The action can be brought against a consumer reporting agency or a user of your credit report.

Unless you are sixty-five (65) years of age or older, or you are a victim of identity theft with an incident report or complaint from a law enforcement agency, a consumer reporting agency has the right to charge you up to ten dollars (\$10.00) to place a freeze on your credit report; up to ten dollars (\$10.00) to temporarily lift a freeze on your credit report, depending on the circumstances; and up to ten dollars (\$10.00) to remove a freeze from your credit report. If you are sixty-five (65) years of age or older or are a victim of identity theft with a valid incident report or complaint, you may not be charged a fee by a consumer reporting agency for placing, temporarily lifting, or removing a freeze.

EXHIBIT A

(NOTE TO END USER, REMOVE BEFORE USE:

Enclose this notice if potential adverse action is based upon criminal history information, for City of Seattle, Washington consumers.)

**Washington
City of Seattle Applicant/Employee**

The following items from your report are the basis for potential adverse action: (identify items).

EXHIBIT A

**(NOTE TO END USER, REMOVE BEFORE USE:
Enclose this notice for all West Virginia consumers.)**

West Virginia Consumers Have The Right To Obtain A Security Freeze

You may obtain a security freeze on your credit report to protect your privacy and ensure that credit is not granted in your name without your knowledge. You have a right to place a security freeze on your credit report pursuant to West Virginia law.

The security freeze will prohibit a consumer-reporting agency from releasing any information in your credit report without your express authorization or approval.

The security freeze is designed to prevent credit, loans and services from being approved in your name without your consent. When you place a security freeze on your credit report, within five business days you will be provided a unique personal identification number or password to use if you choose to remove the freeze on your credit report or to temporarily authorize the distribution of your credit report for a period of time after the freeze is in place. To provide that authorization, you must contact the consumer-reporting agency and provide all of the following:

- (1) The unique personal identification number or password provided by the consumer-reporting agency;
- (2) Proper identification to verify your identity; and
- (3) The period of time for which the report shall be available to users of the credit report.

A consumer-reporting agency that receives a request from a consumer to temporarily lift a freeze on a credit report shall comply with the request no later than three business days after receiving the request.

A security freeze does not apply to circumstances in which you have an existing account relationship and a copy of your report is requested by your existing creditor or its agents or affiliates for certain types of account review, collection, fraud control or similar activities.

If you are actively seeking credit, you should understand that the procedures involved in lifting a security freeze may slow your own applications for credit. You should plan ahead and lift a freeze, either completely if you are shopping around or specifically for a certain creditor, a few days before actually applying for new credit.

You have the right to bring a civil action against someone who violates your rights under the credit reporting laws. The action can be brought against a consumer-reporting agency.



EXHIBIT B

ADVERSE ACTION NOTIFICATION

[Date]

[Applicant Name]

[Applicant Address]

Dear [Applicant Name]:

We regret to inform you that [Company Name] (“the Company”) will be:

- Unable to offer you employment;
- Terminating your employment;
- Unable to offer you a promotion; or
- Taking the following adverse action against you: _____.

This decision was based in whole or in part on information contained in a consumer report and/or investigative consumer report furnished by First Choice Background Screening, a copy of which was previously provided to you. The agency mentioned above did not make this employment decision and is unable to supply you with specific reasons why the decision was made. Under Section 612 of the Fair Credit Reporting Act, you have the right to obtain a free copy of the report if you submit a written request to the agency identified above no later than sixty (60) days after you receive this notice. Under Section 611 of that Act, you also have the right to dispute with the consumer reporting agency the accuracy or completeness of any information in the report.

Contact information for the consumer reporting agency, First Choice Background Screening, which provided the consumer report, is listed below:

4611 S. University Drive #314 Davie, FL 33328
Telephone: (888) 222-6988 ext. 7804
Toll-free fax: (888) 949-2010
Email: Compliance@firstchoicebackground.com

Sincerely,

[Company Name]

Enclosure(s): Applicable State and/or Municipal Notices

EXHIBIT B

(NOTE TO END USER, REMOVE BEFORE USE:

Enclose this notice if decision is based upon criminal history information, for California consumers.)

California Applicant/Employee

The following items from your report are the basis for the adverse action identified on the enclosed letter: (Identify items).

(Also insert Company's existing procedure for the applicant to challenge the decision or request reconsideration, if such procedure exists.)

You have the right to file a complaint with the Department of Fair Employment and Housing regarding this employment decision.

EXHIBIT B

(NOTE TO END USER, REMOVE BEFORE USE:

Enclose this notice if report included credit information, for California consumers.)

California Applicant/Employee

You have the right to obtain a free copy of your credit report within sixty (60) days from the consumer credit reporting agency which has been identified on this notice and from any other consumer credit reporting agency which compiles and maintains files on consumers on a nationwide basis. Under California law, you also have the right to dispute the accuracy or completeness of any information in the report with the consumer credit reporting agency.

EXHIBIT B

(NOTE TO END USER, REMOVE BEFORE USE:

Enclose this notice if decision is based upon criminal history information, for City of Los Angeles, California consumers.)

**California
City of Los Angeles Applicant/Employee**

Enclosed please find the Fair Chance Initiative For Hiring Ordinance (FCIHO) Individualized Assessment and Reassessment Form. It provides additional information regarding the basis for the decision.

**(Insert previously completed Fair Chance Initiative For Hiring Ordinance (FCIHO)
Individualized Assessment and Reassessment Form)**

EXHIBIT B

(NOTE TO END USER, REMOVE BEFORE USE:

Enclose this notice if decision is based upon criminal history information, for County of Los Angeles, California consumers.)

**California
County of Los Angeles Applicants/Employees**

The Company made a final decision to withdraw your conditional offer of employment. The following items from your report are the basis for the adverse action taken by the Company: (Identify items). Enclosed please find a copy of the Company's Second Individualized Assessment.

(Also insert Company's existing procedure for the applicant to challenge the decision or request reconsideration, if such procedure exists.)

You have the right to file a complaint with the Los Angeles County Department of Consumer & Business Affairs for a violation of the County's Fair Chance Act and with the State of California Civil Rights Department for violation of the Fair Chance Act.

(Insert completed Second Individualized Assessment)

EXHIBIT B

(NOTE TO END USER, REMOVE BEFORE USE:

Enclose this notice if decision is based upon criminal history information, for City of Gainesville, Florida consumers.)

Florida
City of Gainesville Applicants/Employees

The adverse action was based upon your criminal history information. This notice is provided in accordance with the City of Gainesville Code of Ordinances, Chapter 14.5, Section 14.5-181, which regulates the process and timing of criminal background checks conducted on job applicants.

EXHIBIT B

(NOTE TO END USER, REMOVE BEFORE USE:

Enclose this notice if decision is based upon criminal history information, for Illinois consumers.)

Illinois Applicant/Employee

The following items from your report are the basis for the adverse action identified on the enclosed letter: (identify the disqualifying conviction or convictions that are the basis for the final decision).

This decision was based on [[the substantial relationship between the conviction(s) and the employment sought or held] OR [the unreasonable risk to property or the safety or welfare of others created by granting or continuing employment]].

(Also insert Company's existing procedure for the applicant/employee to challenge the decision or request reconsideration, if such procedure exists.)

You have the right to file a complaint with the Illinois Department of Human Rights regarding this employment decision.

EXHIBIT B

(NOTE TO END USER, REMOVE BEFORE USE:

Enclose this notice if decision is based upon criminal history information, for City of Chicago, Illinois consumers.)

**Illinois
City of Chicago Applicant/Employee**

The Company has taken the adverse action identified on the enclosed letter due to the following item(s) in your report: (identify the disqualifying conviction or convictions that are the basis for the final decision).

This decision was based on (see check mark below):

- Applicable law which excludes applicants with the above criminal conviction(s) from occupying the relevant position.
- Your disqualification from obtaining a standard fidelity bond or an equivalent bond that is required for the relevant position.
- The substantial relationship between your conviction(s) and the employment sought or held by you.
- The unreasonable risk to property or the safety or welfare of others created by granting or continuing employment to you.

(Also insert Company's existing procedure for the applicant/employee to challenge the decision or request reconsideration, if such procedure exists.)

You have the right to file a complaint with the Chicago Commission on Human Relations regarding this employment decision.

EXHIBIT B

(NOTE TO END USER, REMOVE BEFORE USE:

Enclose this notice if report included credit information, for Massachusetts consumers.)

Massachusetts Applicant/Employee

You have the right to obtain a free copy of your credit report within sixty (60) days from the consumer credit reporting agency which has been identified on this notice. The consumer credit reporting agency must provide someone to help you interpret the information on your credit report. Each calendar year you are entitled to receive, upon request, one free consumer report. You have the right to dispute inaccurate information by contacting the consumer credit reporting agency directly. If you have notified a consumer credit reporting agency in writing that you dispute the accuracy of information in your file, the agency must then, within thirty business days, reinvestigate and modify or remove inaccurate information. The consumer credit reporting agency may not charge a fee for this service. If reinvestigation does not resolve the dispute to your satisfaction, you may send a letter to the consumer credit reporting agency, to be kept in your file, explaining why you think the record is inaccurate. The consumer credit reporting agency must include your statement about the disputed information in a report it issues about you.

EXHIBIT B

(NOTE TO END USER, REMOVE BEFORE USE:

Enclose this notice if decision is based upon criminal history information, for City of Portland, Oregon consumers.)

Oregon
City of Portland Applicant/Employee

The following items from your report are the basis for the adverse action identified in this correspondence: (identify items)

EXHIBIT B

(NOTE TO END USER, REMOVE BEFORE USE:
Enclose this notice if decision is based upon criminal history information, for City of Philadelphia,
Pennsylvania consumers.)

Pennsylvania
City of Philadelphia Applicant/Employee

The following items from your report are the basis for the adverse action identified in this
correspondence: (identify items)

EXHIBIT B

(NOTE TO END USER, REMOVE BEFORE USE:

Enclose this notice if decision based upon criminal history information, for City of Austin, Texas consumers.)

Texas

City of Austin Applicant/Employee

The following items from your report are the basis for the adverse action identified in this correspondence: (identify items)



**ATTACHMENT B:
ADDENDUM
AND
CERTIFICATIONS**



City of Tampa
Jane Castor, Mayor

Purchasing Department
DeAnna Faggart, NIGP-CPP, CPPO, CPPB, Director
2555 E Hanna Avenue
Tampa, Florida 33610

Office (813) 274-8351
Fax: (813) 274-8355

ALL FIRMS ON RFP LIST

REF: City of Tampa RFP, dated JULY 25, 2025
RFP for Furnishing: BACKGROUND INVESTIGATION SERVICES, RFP #25-P-00283
To Be Opened: AUGUST 25, 2025
SUBJECT: ADDENDUM NO. 1 AUGUST 19, 2025

Below are Questions & Answers from OpenGov:

Q. Is attendance to the PRE-PROPOSAL CONFERENCE mandatory

A. No

Q. Which agency is the incumbent

A. AccuSource

Q. What is the typical monthly or annual background check order volume?

A. Approximately 500 background checks are done annually. This number can fluctuate based on the number of positions filled. There is no guarantee of the amount.

Q. Do these forms need to be completed if no subcontractors will be used?

A. Yes, you still need to fill out the top and sign the bottom or you'll be deemed non-responsive.

Q. Will there be a virtual option to attend the pre-proposal conference?

A. No.

Q. The Scope of Work references an NCIC (National Crime Information Center) search. Since access to NCIC is restricted to criminal justice agencies, can the City clarify whether an alternative—such as a comprehensive national criminal database search combined with sex offender and federal checks—would be acceptable to meet this requirement?

A. A comprehensive national criminal database search and an included sex offender and federal check would suffice.

Q. Will the City consider proposals for a subset of the requested services, or is the intent to award to a single provider that can fulfill all components listed in the Scope of Work?

A. Single provider.

Q. Are you seeking package pricing or A La Carte with optional orders, as you may require for the job title? If you are seeking packages, tailored to specific job title/s...can you describe the package/s and required orders for each package?

A. A La carte. All background requests are not the same.

Q. Regarding Section 2.2 (Scope of Work) and Section 2.7 (Required Services), can the City clarify what is meant by “False Identity” and “Social Security Cross Number checks”? Specifically, would the City consider a comprehensive SSN Trace and Address History search sufficient for this requirement, or is a more advanced identity validation method expected (such as a Consent-Based Social Security Number Verification or similar tool that confirms SSN-holder match directly with the SSA)? We want to ensure we align with the City's expectations for this service category.

A. In reference to false identity; if and when there is a situation where there are questions as to whether background results truly match our candidate due to a common name or when the candidate asserts that their identity was stolen, our goal is to use additional methods to determine accurate results. Typically, an SSN trace will verify and confirm information. However, if further questions remain or if the candidate still asserts that results are incorrect, we are hopeful that further investigation provides the necessary clarity.

Q. In Section 2.2, the Scope of Work indicates that searches should be reported back to the City within 48 hours of receiving the request, except in cases of delays that are communicated immediately. Can the City confirm whether this 48-hour turnaround requirement applies to all services listed in the RFP, including those that typically require third-party or manual verification (such as education, employment, and professional license verifications), or if it is intended to apply only to criminal record searches?

A. Our goal would be to have all reports available within 48 hour. If a proposer is unable to meet this goal (in whole or in part) the proposer should include an explanation as to why they cannot meet the goal and also communicate how long they would take to complete the goal.

Q. Is there a tracking system that the City of Tampa requires an employment screening vendor to integrate with? Are you open to sharing that the City of Tampa is going to issue an RFP to solve any current pain points?

A. The ability for a background vendor's system to integrate with the City's ATS is not a requirement, but would potentially be an added bonus. The current applicant tracking system is JobAps, but that could change within the next year.

Q. There is mention of the vendor to act as the City's CDL Clearinghouse designee if possible. Are you looking for a vendor to handle other CDL/FMCSA-regulated screening options? For example, DOT Employment Verifications, DQ Files, Drug Testing, etc?

A. If allowed, the City would like to explore a vendor's ability to act on the City's behalf to facilitate the CDL Clearinghouse process during the pre-hire process to determine CDL status and any additional requirements.

Q. For the "Price Proposal" response, the document that is attached is listed as a "place holder." Is this correct, meaning we should submit pricing in our own proposal format?

A. Yes, correct.

Acknowledgement of this Addendum is required if a proposal is being submitted. Refer to the RFP package under Section 3.2, Addendum and Amendment to RFP.

Acknowledgement of this Addendum is required. Please sign and return with your bid response. Failure to **return this signed Addendum shall result in your bid being deemed as "non-responsive."**

Firm Name: _____ First Choice Research and Investigations, LLC dba First Choice Background Screening _____

Authorized Signature:  Date: 8/22/2025

Sincerely,



DeAnna Faggart, NIGP-CPP, CPPO, CPPB

From: [City of Tampa Minority and Small Business Development](#)
To: [First Choice Background Screening \(Sales\)](#)
Subject: Tampa: Application Submitted
Date: Tuesday, August 5, 2025 12:53:18 PM



Certification Application Submitted

Applicant: **First Choice Research and Investigations LLC**
Certifying Agency: **City of Tampa**
Application Type: **Reciprocal Application**
Application Number: **5515241**
Contact: **SALE DEPT**
Date Started: **8/5/2025**
Date Submitted: **8/5/2025**

Dear SALE DEPT,

Thank you for submitting your application on 8/5/2025. Your certification application number is 5515241. Please reference this number in all correspondence.

It will next be received by the organization and assigned to a staff person for review.

To view your application, visit: <https://tampa.gob2g.com/?GO=677>

If you have any questions, please email us at tampa@gob2g.com.

City of Tampa
Minority and Small Business Development
306 E. Jackson Street
5th Floor North
Tampa, Florida 33602
Phone: (813) 274-5522
Fax: (813) 274-5544

Our office hours are Monday through Friday, 8 a.m. to 5 p.m. EST.

<https://tampa.gob2g.com/>

This message was sent to: "SALE DEPT"
Sent on: 8/5/2025 11:53:12 AM
System ReferenceID: 283560816

State of Florida

Department of State

I certify from the records of this office that FIRST CHOICE RESEARCH AND INVESTIGATIONS, LLC is a limited liability company organized under the laws of the State of Florida, filed on January 19, 2018, effective April 3, 1996.

The document number of this limited liability company is L18000018018.

I further certify that said limited liability company has paid all fees due this office through December 31, 2025 and that its status is active.

*Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the Sixth day of January, 2025*




Secretary of State

Tracking Number: 4261569604CC

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

<https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication>

WBENC

WOMEN'S BUSINESS ENTERPRISE
NATIONAL COUNCIL

JOIN FORCES. SUCCEED TOGETHER.

hereby grants

National Women's Business Enterprise Certification

to

First Choice Research and Investigations LLC DBA First Choice Background Screening

who has successfully met WBENC's standards as a Women's Business Enterprise (WBE).

This certification affirms the business is woman-owned, operated and controlled and is valid through the date herein.

Certification Granted: February 16, 2010

Expiration Date: February 16, 2026

WBENC National Certification Number: 2005114964

WBENC National WBE Certification was processed and validated by Women's Business Enterprise Council Florida, a WBENC Regional Partner Organization.



WBENC FLORIDA
WOMEN'S BUSINESS ENTERPRISE COUNCIL

Authorized by Nancy Allen, President & CEO
Women's Business Enterprise Council Florida

NAICS: 561611, 541990, 561450, 621999

UNSPSC: 60121606, 80111500, 80111702, 80111800, 92121604



THIS CERTIFIES THAT

First Choice Research & Investigations, LLC
dba First Choice Background Screening



* Nationally certified by the: **FLORIDA STATE MINORITY SUPPLIER DEVELOPMENT COUNCIL**

*NAICS Code(s): 541612

* Description of their product/services as defined by the North American Industry Classification System (NAICS)

08/07/2024

Issued Date

FL02366

Certificate Number

11/01/2025

Expiration Date


Ying McGuire
NMSDC CEO and President


Beatrice Louissaint, President & CEO

By using your password (NMSDC issued only), authorized users may log into NMSDC Central to view the entire profile: <http://nmsdc.org>

Certify, Develop, Connect, Advocate.

* MBEs certified by an Affiliate of the National Minority Supplier Development Council, Inc.®

State of Florida

Woman & Minority Business Certification

First Choice Research and Investigations, LLC

Is certified under the provisions of
287 and 295.187, Florida Statutes, for a period from:

02/11/2025 to 02/11/2027



Pedro Allende
Florida Department of Management Services





First Choice Background Screening

recognized as a member in good standing with the
PROFESSIONAL BACKGROUND SCREENING ASSOCIATION
with all the rights and privileges accorded thereof until 12/31/2025.

Tim Gordon, 2025 Chair
Melissa Sorenson, Executive Director

First Choice Background Screening

×

Active Participant

Other Covered Entities

No other covered entities.

Industries

Business and Professional Services
Scientific and Technical Services

Participation

EU-U.S. Data Privacy Framework : Active

Original Certification Date

01/26/2017

Next Certification Due Date

05/12/2026

Data Collected

HR and Non-HR Data

Swiss-U.S. Data Privacy Framework : Active

Original Certification Date

10/17/2017

Next Certification Due Date

05/12/2026

Data Collected

HR and Non-HR Data

Cyber Liability:

Claims-Made
Continuity Date 5/4/2019
Retention \$2,500.

Aggregate Limit of Insurance - \$2,000,000.

Professional Liability E&O:
Claims-Made
Retroactive Date 5/4/2015
Deductible \$10,000. Per Claim

Each Claim Limit of Liability - \$2,000,000.
Aggregate Limit of Liability - \$2,000,000.

*****EXCESS CYBER LIABILITY COVERAGE*****

Carrier: Scottsdale Insurance Company
Policy #: EKS3571485
Effective Date: 5/4/2025 Expiration Date: 5/4/2026

Aggregate Limit of Liability: \$3,000,000 all claims (inclusive of
Defense Costs)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

01/22/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. 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).

PRODUCER AP INTEGO INSURANCE GROUP, LLC 375 Woodcliff Dr. Suite 103 Fairport NY 14450		CONTACT NAME: AP Intego Insurance Group, LLC PHONE (A/C No. Ext): 888-289-2939 E-MAIL ADDRESS: certs@apintego.com FAX (A/C, No):	
INSURED First Choice Research and Investigations, LLC 4611 S UNIVERSITY DR DAVIE FL 33328		INSURER(S) AFFORDING COVERAGE INSURER A: Hartford Fire & Its P&C Affiliates INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	
		NAIC # 00914	

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT 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. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	GENERAL LIABILITY						EACH OCCURRENCE	\$
	<input type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$
	<input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR						MED EXP (Any one person)	\$
							PERSONAL & ADV INJURY	\$
							GENERAL AGGREGATE	\$
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	\$
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC							\$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	\$
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)	\$
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident)	\$
	<input type="checkbox"/> HIRED AUTOS						PROPERTY DAMAGE (Per accident)	\$
								\$
	UMBRELLA LIAB						EACH OCCURRENCE	\$
	<input type="checkbox"/> EXCESS LIAB						AGGREGATE	\$
	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE							\$
	<input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$							\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						<input checked="" type="checkbox"/> WC STATUTORY LIMITS	<input type="checkbox"/> OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICE/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT	\$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below			76WEGAV9TD9	02/01/2025	02/01/2026	E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER**CANCELLATION**

Proof of Coverage	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

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ATTACHMENT C: RESUMES

Sean Kolarik

Sales And Client Relations Executive

Contact

Address

Hanover, PA 17331

Phone

443.452.8998

E-mail

seanko99@gmail.com

LinkedIn

<https://www.linkedin.com/in/sean-kolarik-20ab137/>

Skills

Client account management

Performance improvement

Budget administration

Verbal and written communication

Coaching and mentoring

Effective leader

Exceptional interpersonal communication

Sales expertise

Revenue Generation

Business planning

Customer retention

Executive leader with over 17 years of proven success in the employment screening industry. Expertise in cost containment, market plan execution, business development and client retention. Excellent communication, team building and negotiation skills. Committed to achieving strategic revenue goals and building loyalty and trust, both externally and internally.

Work History

2023-10 -

Current

Vice President of Sales & Partnerships

First Choice Background Screening, Davie, FL

- Perform monthly sales forecasting and competitive analysis to determine product performance levels and need for new product developments.
- Responsible for increasing revenue by implementing effective sales strategies in sales cycle process from prospecting leads through close.
- Developed short and long-term sales strategies to gain market share, uncover new sales opportunities and increase revenue.
- Initiated in-depth account assessments with sales and management teams to evaluate sales potential.
- Direct oversight of the Account Management Team, which supports our key strategic accounts.
- Serve as executive sponsor for key accounts
- Manage and develop our partner ecosystem through relationships with strategic partners.

2021-12 -

2023-01

General Manager

Sterling, New York, NY

- Implemented operational strategies and effectively maintained customers and employee loyalty through transition from EBI to Sterling post acquisition.
- Responsible for planning, managing and driving revenue targets for \$40M+ P&L and 100+ employees.
- Reported directly to the President and COO and was responsible for delivering monthly presentations on performance of P&L and overall health of business unit

- Drove double digit year-over-year business growth while leading operations, strategic vision, and long-range planning.
- 2017-06 -
2021-12
- Vice President of Sales and Client Relations
*Employment Background Investigations, Inc (EBI),
Owings Mills, MD*
- Reported directly to the owner and CEO.
 - Responsible for all aspects of revenue to include account management, customer service, sales and lead generation.
 - Increased revenue by implementing effective sales strategies in sales cycle process from prospecting leads through close. This included creating an SDR program and complex inbound marketing strategy along with integrated technologies.
 - Performed monthly sales forecasting and met with CEO and CFO on a weekly basis to report on updates.
 - Developed short and long-term sales strategies to gain market share, uncover new sales opportunities and increase revenue.
 - Crafted overall account sales strategies and coordinated activities of sales executives to achieve revenue goals.
- 2016-03 -
2017-06
- Vice President of Client Relations
*Employment Background Investigations, Inc (EBI),
Owings Mills, MD*
- Increased company growth through collaboration with sales and marketing departments.
 - Hired and managed employees to maximize productivity while training staff on best practices and protocols.
 - Established performance goals for department and provided methods for reaching milestones.
 - Identified opportunities to improve business process flows and productivity.
- 2015-04 -
2016-03
- Director of Client Relations
*Employment Background Investigations, Inc (EBI),
Owings Mills, MD*

- Created, monitored and pursued client business and financial plans.
- Documented accurate data on customer relationships to maintain strong ties and customer satisfaction.
- Reported field activity, interactions and results weekly.
- Presented contracts to clients, answered questions and obtained signatures.

2013-01 -
2015-04

Senior Manager, Client Partner Group

*Employment Background Investigations, Inc (EBI),
Owings Mills, MD*

- Evaluated hiring, firing, and promotions requests.
- Managed large-scale projects and introduced new systems, tools, and processes to achieve challenging objectives.
- Identified cost improvement changes and cost savings plans to increase company savings.
- Developed proposals and presentations for internal and external audiences.

Education

2021-01 -
Current

Associate of Science: Business Administration

Pennsylvania State University - University Park, PA

- 3.94 GPA
- Dean's List Fall 2022

Certifications

Dale Carnegie Training - Sales Advantage Course

Dale Carnegie Training - High Impact Presentations

2022-12

McGraw Hill Microsoft Access: Level 2 Yellow Belt

2022-11

McGraw Hill Microsoft Excel: Level 3 Purple Belt

2023-11

FCRA Advanced Certification

Melissa Altman-Weldy

(561)255-8028

melissa@firstchoicebackground.com

EXECUTIVE SUMMARY

A highly organized, goal-driven professional with over 20 years account management, sales and client relationship experience in a business-to-business environment, with 10 years being virtual/remote. A focused self-starter with effective customer service skills and demonstrated ability to manage accounts across all markets; nationally and internationally, including: Fortune 1000, banking, healthcare, staffing, manufacturing and government, increase revenue, create customized solutions, introduce new products, build customer relationships, and promote training. Strong verbal, written, and analytical skills with ability to inspire and motivate team members. Successful at establishing high-level and global relationships, managing multiple priorities, and performing under pressure in a fast-paced environment.

PROFESSIONAL EXPERIENCE

First Choice Background Screening, Davie, FL

2014-present

National Sales Manager

- Directly responsible for creating and building an entirely new book of business from the ground up, growing company business revenue to almost \$1.5M yearly.
- Create customized background screening programs which also include drug testing, OccMed, fingerprinting, DOT searches/services, i9/E-Verify, monitoring, ATS/HRIS integration and more.
- Introduced high volume single project opportunities, largest at \$200K
- Created winning RFPs equaling over \$400K
- Achieved strong personal branding, where 50% of my clients are from networking and referrals
- Implement and partnering with the executive team on marketing strategies, introducing new products, effects of legislation changes, sharing competitive information and current market knowledge

Edge Information Management, Inc., Melbourne, FL

2012-2014

National Account Executive

- Directly responsible for creating and building an entirely new book of business from the ground up, growing company business over 10%.
- First quarter 2014, I achieved 477% over goal.
- Achieved 13% growth in upselling and growth of existing book of business.
- Created customized solution packages for employee background screening programs including criminal/civil searches, drug screening, past employment, education, references, driving records & more.
- Worked with marketing to increase brand recognition through networking, email campaigns, group affiliations, trade shows and social media.
- Created winning RFPs equaling over \$250K

OneSource, Inc., Winchester, VA

2010-2012

Director of Strategic Partnerships & Client Solutions

- Directly responsible for creating and building an entirely new book of business from the ground up, growing the business \$170K.
- Created customized solution packages for employee background screening programs.
- Established company brand recognition through networking, email campaigns, group affiliations, trade shows and social media.
- Instituted new programs including I-9 Management System, Career Tracking and Criminal Monitoring Solution.
- Served as trusted resource to clients, prospects and peers with up to date knowledge of trends & changes in the marketplace.
- Established an extensive solid referral partner network to more globally infiltrate target markets

Columbia Financial International, Inc., Boca Raton, FL

2009-2010

Legal Marketing Manager

- Responsible for marketing and selling solutions to collection attorneys and ancillary service providers.
- Develop, implement, cross-sell and up-sell services.
- Perform as liaison between attorneys and claim forwarders.
- Perform as liaison between prospects/clients and partners for debt buying, collections, web design, advertising and data services.
- Create email campaigns and assist in web design and copywriting.
- Coordinate special projects with large corporations to conduct research, create directories and develop relationships with designated attorneys.

IntelliCorp, Inc., Beachwood, OH

2008-2009

National Account Executive, Outside Sales

- Responsible for creating and building an entirely new book of business.
- Sold integrated solution packages for employee background screening programs.
- Maintained strong relationships with other divisions to provide support in changes to procedures, pricing and marketing implementation.
- Researched and initiated new partnership opportunities.

ChoicePoint, Inc. (LexisNexis), Boca Raton, FL

1999-2008

Senior Account Executive, Inside Sales

- Implemented techniques to achieve highest sales ranking for both new and existing business accounts.
- Top New Revenue Producer and Top Overall Upgrade Revenue Producer awards ranging from 20-154% over goal.
- Retained and established new accounts for the top US Banks & financial institutions and other top Fortune 500 companies.
- Sold integrated data driven business solutions, background screening products, public records, identification and credential verification services and background reports.
- Initiated, developed and maintained accounts/business-to-business relationships including contract selling.
- Participated in various beta-team and brainstorming groups to enhance account management software and product offerings .
- Partnered with new and existing team members to share and enhance knowledge of various products and services.
- Exhibited and demonstrated solutions at various market tradeshows.

(Prior position – **Unique Total Staffing, Account Manager 1997- 1999**)

EDUCATION

University of Florida

Gainesville, FL

Associate of Arts degree

Florida International University

Miami, FL

Attended 2 years

RECOGNITION AND AWARDS

ChoicePoint “You Make it Happen” Award (for initiating personal marketing program); ChoicePoint Focus Award (National Rape Evidence Project); ChoicePoint Unselfish Award (Miami Project Golf Tournament);

VOLUNTEER ROLES

Present/Past: CoLabL Mentor, SMA South Florida, VP Sponsorship/Membership; Development Committee, Gilda's Club South Florida; Ambassador, Greater Boca Raton Chamber of Commerce; Program Advisory Committee, Everglades University, ChoicePoint Charity Committee (Team Captain for Race for the Cure, Coordinator for AVDA) ; ChoicePoint Grassroots Committee; ChoicePoint Innovation Summit Team

Active member in SHRM – local and Statewide and Florida Staffing Association

Advanced PBSA Certified, Infomentis Training, Sandler Training (sales skills)

COMPUTER PROFICIENCIES Word, Excel, Outlook, PowerPoint, Salesforce, StartMeeting, TEAMS, Slack

MICHAELE BAKER

NATIONAL ACCOUNT MANAGER

954.449.7821 | GLEN BURNIE, MD | MICHAELE@FIRSTCHOICEBACKGROUND.COM |

Objective

Focused, dedicated & loyal account manager who excels at client relationships and retention. Committed to delivering quality results for clients. Initiative-taking, energetic, organized & ready for a challenge.

Experience

FIRST CHOICE BACKGROUND SCREENING

National Account Manager | November 2023 - Current

- Develop & maintain relationships with key decision makers to ensure retention & relationship stability.
- Monitor, interpret, and communicate trends based on KPI and industry trends to proactively identify issues, deliver solutions to ensure key clients are receiving an optimal experience.
- Create & conduct annual & quarterly business reviews.

STERLING INFO SYSTEMS

Client Success Partner/Account Manager | December 2021 – May 2023

- Navigate complex transition items between Sterling & EBI
- Create strategic account plans to grow client base & revenue.
- Develop & maintain relationships with key decision makers to ensure retention & relationship stability.
- Expanded and enhanced business relationships with existing clients by upselling additional products, services and maintaining positive client relations.
- Training & development of opportunities on Sterling platform.

EMPLOYMENT BACKGROUND INVESTIGATIONS (EBI)

Enterprise Account Manager | February 2021 – December 2021

- Monitoring, interpreting, and communicating trends based on key performance indicators and industry trends to proactively identify issues, delivering solutions to ensure key clients are receiving an optimal experience.
- Maintain book of business of \$4.5M
- Create & conduct annual & quarterly business reviews. Provide demos and training on all EBI platforms.

EMPLOYMENT BACKGROUND INVESTIGATION (EBI)

Client Success Advisor & Strategic Account Coordinator | March 2018 – February 2021

- Guided client and seller to optimal solutions (packages, workflows, user hierarchies, billing structure, support, and preview of “live” account).
- Created On-boarding project plan & implementation guide.
- Lead point of contact from pre-launch activities in the sales cycle through post-deployment.
- Provided analysis of the client’s pre-sale process against the EBI solution set critical prelaunch activities. Assured instructions for Implementation team were complete and clear. Coordinated user training for EBI’s client facing systems.
- Provided prospect demos on EBI systems & services.

EMPLOYMENT BACKGROUND INVESTIGATION (EBI)

Client Success Advisor & Strategic Account Coordinator | March 2018 – February 2021

- Advocate/liaison for core high volume & revenue clients.
- Review & report on KPI to clients via QBR’s.
- Develop improvements plans & services on client’s behalf.

Implementation Specialist | September 2011 – May 2015

Customer Care Specialist | April 2010 – September 2011

Education

SOUTHERN VERMONT COLLEGE

Bennington, VT | BS in Criminal Justice & Human Services



ATTACHMENT D: SAMPLE REPORTS



Background Screening Report

First Choice Background Screening
 4611 S. University Drive #314
 Davie, FL 33328
 Phone: 954-449-7808 / 888-222-6988
 Fax: 954-449-0756 / 888-949-2010

FILE NUMBER	459542	REPORT DATE	08-22-2025
REPORT TO	First Choice Demo (FCDEMO) 4611 S University Dr # 314 Davie, FL 33328 Phone: (954) 505-5220 Fax: (954) 449-0756	ORDER DATE	08-22-2025 Kristen Crowder
		TYPE	Sample Package

Application Information

APPLICANT	APPLICANT, SAMPLE TEST	SSN	DOB	01-01-XXXX
				XXX-XX-1111
DRIVERS LICENSE	-	PHONE NUMBER	555-555-5555	
E-MAIL	TEST@TEST.COM			
ADDRESS(ES)	123 ABC	CITY / STATE / ZIP	FORT LAUDERDALE, FL 33324	

Executive Summary

Overall Result: REVIEW

REQUESTOR Crowder, Kristen
 REFERENCE -

Search Type		Status
Executive Summary	APPLICANT, SAMPLE TEST	COMPLETE
Credit: Employment	TRANSUNION	COMPLETE
Social Trace	SOCIAL TRACE	COMPLETE
County Criminal Records Search	FL-BROWARD	REVIEW SEE REPORT
State Criminal History Record	GEORGIA	REVIEW SEE REPORT
FirstChek (National Criminal, Nationwide Sex Offender, OIG/GSA and OFAC/SDN)	NATIONWIDE	COMPLETE
Employment Verification	CONARTIST BODY REPAIR MARINE CORPS AIR GROUND COMBAT CENTER	REVIEW SEE REPORT COMPLETE
Education Verification	UNIVERSITY OF MIAMI	COMPLETE
Motor Vehicle Report	FLORIDA	REVIEW SEE REPORT

COMMENT

WARNING: Confidential Information - To Be Used As Per State And Federal Laws. Misuse May Result In A Criminal Prosecution.

Identity Development

Credit

Personal Information Comparison

	NAME	SOC SEC	DOB	AKA
APPLICANT	APPLICANT, SAMPLE TEST	XXX-XX-1111	01/01/XXXX	
TU	MESS, HANK	XXX-XX-1111	01/09/XX	DOB: 01/09/XX MESS,HANK,D HANK
		XXX-XX-1111		MESS

SOCIAL SECURITY FRAUD SEARCH

MESS, HANK

TU AVAILABLE AND CLEAR

Address Comparison

	ADDRESS	REPORTED
	8315 BUNKER HILL RD IBERIA, MO 65486	04/25/16
APPLICANT	TU 20200 3RD CT 1, IBERIA, MO 65486	
APPLICANT	TU 8315 BUNKER HILL RD , IBERIA, MO 65486	201412
APPLICANT	TU 8351 BUNKER HILL RD , IBERIA, MO 65486	201409

Scores

528 - TRANSUNION/FICO CLASSIC (98) HANK MESS XXX-XX-1111

- SERIOUS DELINQUENCY, AND PUBLIC RECORD OR COLLECTION FILED (CODE 038)
- LEVEL OF DELINQUENCY ON ACCOUNTS (CODE 002)
- TIME SINCE DELINQUENCY IS TOO RECENT OR UNKNOWN (CODE 013)
- PROPORTION OF BALANCES TO CREDIT LIMITS IS TOO HIGH ON BANK REVOLVING OR OTHER REVOLVING ACCOUNTS (CODE 010)
- DEROGATORY INFORMATION WAS FOUND ON THE FILE, AND INQUIRIES IMPACTED THE CREDIT SCORE (CODE FA)

Credit Summary

TOTAL TRADELINES	27	30 DAYS LATE	9
CURRENTLY SATISFACTORY	13	60 DAYS LATE	5
CURRENTLY DELINQUENT	1	90 DAYS LATE	3
PREVIOUSLY DELINQUENT	10	NEWEST TRADE	11/01/15
COLLECTION/CHR OFFS	0 / 3	OLDEST TRADE	03/01/00
PUBLIC RECORDS	1	INQUIRIES	19

Financial Summary

	#	PAYMENT	TTL BALANCE	PAST DUE	UTILIZATION	
MORTGAGE	3	\$1092	\$164834	\$0	28%	PROPOSED RENT
INSTALLMENT	12	\$785	\$34093	\$0	5%	STATED MONTHLY INCOME
OPEN	0	\$0	\$0	\$0	0%	INCOME TO RENT RATIO -
REVOLVING	12	\$150	\$3132	\$247	0%	INCOME TO DEBT RATIO -
OTHER	0	\$0	\$0	\$0	0%	INCOME TO DEBT INCL. RENT RATIO -
	27	\$2027	\$202059	\$247	34%	

Warning; Use careful judgment the past due column of this financial summary may possibly combine amounts of an original creditor with amounts from a collection agency collecting for the original creditor. A single debt could be included as a trade amount and with the collection agency. In a few cases, this single debt can appear as a judgment in the public records section, as well.

Variations

Employment Comparison

APPLICANT	TU	COMPANY	POSITION	REPORTED
APPLICANT	TU	VCTR CNMAS		
		VICTORIAN CINEMAS	MANAGER	

Credit Bureau Report

Credit History

CREDITOR	OPENING DATE MONTHS REVIEWED	REPORTED DATE DLA	HIGH CREDIT	BALANCE	PAST DUE AMOUNT	HISTORICAL TIMES PAST DUE			TYPE TERMS	PRESENT STATUS	E C O A
						30	60	90+			
COUNTRYWIDE ACCT000040	04/01/15 09	03/01/16 201603	\$166300	\$164834	\$100	0	0	0	MTG 360 \$1092	AS AGREED TU	B
Remarks: CONVENTIONAL REAL ESTATE MORTGAGE											
WFFINACPT ACCT000038	11/01/14 16	03/01/16	\$37133	\$34093	\$0	1	0	0	AUTO 72 \$785	CUR WAS 30 TU	B
Late Dates: 2/16-30											
WF FIN BANK ACCT000041	07/01/15 08	04/01/16 201511	\$500	\$796	\$247	1	1	2	REV MIN \$47	DELINQ 120+ TU	B
Late Dates: 4/16-120, 3/16-90, 2/16-60, 1/16-30											
Remarks: CLOSED											
GEMB/JCP ACCT000039	01/01/15 14	03/01/16 201603	\$1000	\$755	\$0	1	0	0	REV MIN \$37	CUR WAS 30 TU	B
Late Dates: 8/15-30											
FASHION BUG ACCT000025	07/01/05 48	04/01/16 201604	\$1200	\$730	\$0	2	0	0	REV MIN \$37	CUR WAS 30 TU	B
Late Dates: 5/13-30, 6/12-30											
GOLD N/GEMB ACCT000042	11/01/15 04	04/01/16 201603	\$500	\$488	\$0	0	0	0	REV MIN \$14	AS AGREED TU	J
CAPITAL 1 BK ACCT000033	08/01/11 43	04/01/16 201604	\$1227	\$363	\$0	3	1	1	REV MIN \$15	CUR WAS 90 TU	B
Late Dates: 11/13-90, 10/13-60, 9/13-30, 5/13-30, 3/13-30											
AFSCI ACCT000017	01/01/03	09/01/04 200409	\$799	\$0	\$0	-	-	-	INST 24 \$0	AS AGREED TU	B
Remarks: CLOSED											
AFSCI ACCT000013	11/01/02	10/01/03 200308	\$363	\$0	\$0	-	-	-	INST 12 \$0	AS AGREED TU	B
Remarks: CONDITIONAL SALES CONTRACT											
AMER GEN FIN ACCT000024	11/01/04	11/01/13 201001	\$0	\$0	\$0	-	-	-	INST 48 \$0	PAID CHGOFF TU	J
Remarks: CONTACT SUBSCRIBER; SECURED BY HOUSEHOLD GOODS AND COLLATERAL											
AMERICREDIT ACCT000029	09/01/10 14	11/01/11 201111	\$18324	\$0	\$0	3	1	0	AUTO 73 \$0	PD WAS 60 TU	B
Late Dates: 5/11-30, 12/10-30, 11/10-30, 10/10-60											
Remarks: ACCOUNT INFORMATION DISPUTED BY CONSUMER											

AVCO FINANCE ACCT000020	07/01/03	11/01/04 200410	\$2548	\$0	\$0	-	-	-	INST 36 \$0	AS AGREED TU	B
Remarks: REFINANCED; SECURED BY HOUSEHOLD GOODS											
AVCO FINANCE ACCT000012	10/01/02	07/01/03	\$2025	\$0	\$0	-	-	-	INST 36 \$0	AS AGREED TU	B
Remarks: REFINANCED; SECURED											
CAPITAL 1 BK ACCT000030	12/01/10 43	07/01/14 201407	\$636	\$0	\$0	4	3	0	REV \$0	PD WAS 60 TU	B
Late Dates: 10/13-60, 9/13-30, 4/13-30, 3/13-60, 2/13-30, 8/12-60, 7/12-30											
Remarks: ACCOUNT CLOSED BY CREDIT GRANTOR											
COUNTRYWIDE ACCT000008	10/01/01 10	05/01/10 201503	\$117243	\$0	\$10	0	0	0	MTG 360 \$0	FORECLOS TU	J
Late Dates: LAST LATE DATE 05/10											
Remarks: FORECLOSURE, COLLATERAL SOLD; FHA REAL ESTATE MORTGAGE											
COUNTRYWIDE ACCT000037	08/01/14 06	04/01/15 201401	\$157000	\$0	\$50	0	0	0	MTG 360 \$0	AS AGREED TU	B
Remarks: ACCOUNT CLOSED DUE TO REFINANCE; CONVENTIONAL REAL ESTATE MORTGAGE											
FRIEDMANS ACCT000028	08/01/10 28	12/01/12 201211	\$457	\$0	\$0	1	0	0	INST 9 \$0	PD WAS 30 TU	B
Late Dates: 7/12-30											
Remarks: ACCOUNT CLOSED BY CONSUMER											
HSBC NV ACCT000031	06/01/11	02/01/16 201506	\$600	\$0	\$0	-	-	-	REV \$0	CHARGE OFF TU	B
Remarks: PURCHASED BY ANOTHER LENDER											
HSBC NV ACCT000016	12/01/02	10/01/13 200607	\$3500	\$0	\$0	-	-	-	REV \$0	PAID CHGOFF TU	J
Remarks: ACCOUNT CLOSED BY CONSUMER											
LANE BRYANT ACCT000005	03/01/00 23	06/01/11	\$700	\$0	\$0	0	0	0	REV \$0	AS AGREED TU	B
ROADLOANS ACCT000036	05/01/12 33	11/01/14 201411	\$24477	\$0	\$0	0	0	0	AUTO 72 \$0	AS AGREED TU	B
Remarks: CLOSED											
SEC PAC FIN ACCT000009	12/01/01	01/01/04 200312	\$2342	\$0	\$0	-	-	-	INST 36 \$0	AS AGREED TU	J
Remarks: CLOSED; NOTE LOAN											
TRIAD FINANC ACCT000034	10/01/11 07	05/01/12 201205	\$24860	\$0	\$0	0	0	0	AUTO 72 \$0	AS AGREED TU	B
Remarks: CLOSED											
WACHOV/FTU ACCT000019	03/01/03	11/01/04 200408	\$12960	\$0	\$0	-	-	-	AUTO \$0	AS AGREED TU	J
Remarks: CLOSED; COLLATERAL: 93 MAZDA MX6											
WASHMTL/PROV ACCT000035	11/01/11 48	11/01/15 201511	\$1000	\$0	\$0	3	4	11	REV \$0	DELINQ 120+ TU	B
Late Dates: 11/15-120, 10/15-120, 9/15-90, 8/15-60, 7/15-30, 11/13-60, 10/13-30, 5/13-120, 4/13-120, 3/13-120, 2/13-120, 1/13-90, 12/12-90, 10/12-90, 9/12-60, 8/12-60, 7/12-30											
Remarks: ACCOUNT CLOSED BY CONSUMER											
WFNNB/DRSBRN ACCT000011	04/01/02	04/01/10 200404	\$500	\$0	\$0	-	-	-	REV \$0	AS AGREED TU	B
FST USA BK B ACCT000018	02/01/03	10/01/12 200607	\$2500	\$0	\$0	-	-	-	REV \$0	BANKRUPTCY TU	B
Remarks: CHAPTER 7 BANKRUPTCY											

ECOA KEY: B = BORROWER; C = CO-BORROWER; S = SHARED; J = JOINT; U = UNDESIGNATED; A = AUTHORIZED USER

Public Records

Court: ROCKVILLE FE	Ref #: P000001	Status: DISCHARGED
Action Type: CHAPTER 7 BANKRUPTCY	File Date: 11/01/15	Amount: \$0
Reported By: TU	Plaintiff:	Status Date: 12/01/15

Consumer: APPLICANT		
Court: SARATOGA COUNTY CLERK	Ref #: SQ2015000269	Status: NOT RELEASED
Action Type: FEDERAL TAX LN	File Date: 01/01/15	Amount: \$10108
Reported By: TU	Plaintiff:	Status Date: 01/01/15
Consumer: APPLICANT		
Court: SARATOGA COUNTY CLERK	Ref #: SQ2014035113	Status: NOT RELEASED
Action Type: FEDERAL TAX LN	File Date: 12/01/14	Amount: \$24011
Reported By: TU	Plaintiff:	Status Date: 12/01/14
Consumer: APPLICANT		
Court: SARATOGA COUNTY CLERK	Ref #: E023212596W0123	Status: NOT SATISFIED
Action Type: JUDGMENT	File Date: 06/01/13	Amount: \$5017
Reported By: TU	Plaintiff: STATE OF NEW YORK	Status Date: 06/01/13
Consumer: APPLICANT		
Court: SARATOGA COUNTY CLERK	Ref #: E023212596W0137	Status: NOT SATISFIED
Action Type: JUDGMENT	File Date: 06/01/13	Amount: \$26639
Reported By: TU	Plaintiff: STATE OF NEW YORK	Status Date: 06/01/13
Consumer: APPLICANT		
Court: SARATOGA COUNTY CLERK	Ref #: SQ2013022924	Status: NOT RELEASED
Action Type: FEDERAL TAX LN	File Date: 05/01/13	Amount: \$8295
Reported By: TU	Plaintiff:	Status Date: 05/01/13
Consumer: APPLICANT		
Court: SARATOGA COUNTY CLERK	Ref #: E023212596W0104	Status: NOT SATISFIED
Action Type: JUDGMENT	File Date: 09/01/12	Amount: \$1246
Reported By: TU	Plaintiff: STATE OF NEW YORK	Status Date: 09/01/12
Consumer: APPLICANT		
Court: SARATOGA COUNTY CLERK	Ref #: E023212596W0046	Status: NOT SATISFIED
Action Type: JUDGMENT	File Date: 12/01/11	Amount: \$11608
Reported By: TU	Plaintiff: STATE OF NEW YORK	Status Date: 12/01/11
Consumer: APPLICANT		
Court: SARATOGA COUNTY CLERK	Ref #: SQ2011027026	Status: NOT RELEASED
Action Type: FEDERAL TAX LN	File Date: 08/01/11	Amount: \$52127
Reported By: TU	Plaintiff:	Status Date: 08/01/11
Consumer: APPLICANT		
Court: SARATOGA COUNTY CLERK	Ref #: 2011015458	Status: NOT SATISFIED
Action Type: JUDGMENT	File Date: 05/01/11	Amount: \$4737
Reported By: TU	Plaintiff: STATE OF NEW YORK	Status Date: 05/01/11
Consumer: APPLICANT		
Court:	Ref #: 0914803W002	Status: PAID
Action Type: TAX LIEN	File Date: 03/01/08	Amount: \$38014
Reported By: TU	Plaintiff:	Status Date: 02/01/12
Consumer: APPLICANT		

Prior Inquiries

CREDITOR	INQUIRY TYPE	DATE	SRC	KIND OF BUSINESS	EOCA
RELSCREDIT	ALL	03/14/16	TU	Finance, personal	
ATLANTIC CRE	ALL	02/24/16	TU	Collection Services	
CREDIT RSRCH	ALL	02/03/16	TU	Miscellaneous and Public Record	
CNTRWD CMD	ALL	01/07/16	TU	Finance, personal	
EQUITY ONE	ALL	12/01/15	TU	Finance, personal	
RELSCREDIT	ALL	08/05/15	TU	Finance, personal	
FAC	ALL	07/27/15	TU	Miscellaneous and Public Record	
WFF	ALL	07/09/15	TU	Finance, personal	
WFF	ALL	07/01/15	TU	Automotive	
CNTRWD CMD	ALL	06/29/15	TU	Finance, personal	
FAC	ALL	06/23/15	TU	Miscellaneous and Public Record	
CNTRYWD FSL	ALL	03/09/15	TU	Finance, personal	
EXCEL	ALL	11/17/14	TU	Utilities and Fuel	
CITI AUTO	ALL	11/11/14	TU	Finance, personal	

AMERICREDIT	ALL	11/11/14	TU	Finance, personal
WFF	ALL	11/11/14	TU	Automotive
LANDSAFE CRT	ALL	08/11/14	TU	Miscellaneous and Public Record
LANDSAFE CRT	ALL	07/03/14	TU	Miscellaneous and Public Record
LANDSAFE CRT	ALL	05/28/14	TU	Miscellaneous and Public Record

Repository Remarks

NO REPOSITORY REMARKS DEVELOPED

Source Information

Creditors

CREDITOR	SUB CODE	ADDRESS	PHONE
AMER GEN FIN	F 0654NBW3	PO BOX 635, LANHAM, MD 20703	301-7314433
AMERICREDIT	F 00027016	801 CHERRY ST SUITE 3900, FT WORTH, TX 76102	800-2842271
ARCADIA FIN	F 00008770	5457 TWIN KNOLLS SUITE 021, COLUMBIA, MD 21045	410-7722000
ASSOCIATES FINCL SERVICE	F 015BL5JH	10541 GREENBELT RD, LANHAM, MD 20703	301-262-2030
AVCO FINANCE	F 0321E759	9418 ANNAPOLIS RD, LANHAM, MD 20703	301-7314433
CAPITAL 1 BK	B 01DTV001	11013 W BROAD ST, GLEN ALLEN VA 23060	
COUNTRYWIDE	Q 0427S002	400 COUNTRYWIDE WY SV416, SIMI VALLEY, CA 93065	805-5205100
CREDIT RSRCH	Z 00200078	1 CLYDE RD., SOMERSET, NJ 08873	
FASHION BUG	C 09632003	PO BOX 84073, COLUMBUS, GA 31908	
FRIEDMANS JEWELERS	J 01VB8001	4 STATE ST, SAVANNAH, GA 31401	
FST USA BK	B 07519152	3 CHRISTIANA 201 N WALNUT, WILMINGTON, DE 19801	
HOUSEHOLD BANK	B 07991187	POB 98706, LAS VEGAS, NV 89193	
LANDSAFE CRT	Z 07183223	155 N LAKE AVE MS 3-162, PASADENA, CA 91101	
LANE BRYANT MAILORDER	C 0131P008	4590 E BROAD ST, COLUMBUS, OH 43213	800-8889265
ROCKVILLE FE	Z 04887371	6500 CHERRYWOOD, GREENBELT, MD 20770	301-3448018
SEC PAC FIN	F 04071924	6525 BELCREST RD, HYATTSVILLE MD 20782	(301) 864-6435
TRIAD FINANCIAL CORP	F 01NNX001	7711 CENTER AV SUITE 250, HUNTINGTON BEA, CA 92647	800-8986076
WACHOVIA BANK NA IL VA/F	B 0362N346	P.O. BOX 13327, ROANOKE, VA 24040	800-8290192
WELLS FARGO FINANCIAL AC	F 0627244B	1 INTERNATIONAL PL SUITE 300, PHILADELPHIA, PA 19113	800-3577501
WELLS FARGO FINANCIAL BA	B 08710005	1200 NORTHWEST AVE, SIOUX FALLS, SD 57104	605-3363933
WFFINACPT	F 01270410	3201 N FOURTH AVE, SIOUX FALLS, SD 57104	605-3363933
WFNNB/DRSBRN	C 01NZ8006	4653 W MAIN ST, COLUMBUS, OH 43251	800-2620180

Submission Results

APPLICANT	BUREAU	DATE	RESULT
APPLICANT	TRANSUNION	04/25/16 09:18:38 AM	RECORD FOUND

Repository Referral

TransUnion Consumer Relations
www.transunion.com/myoptions
 2 Baldwin Place
 P.O. Box 1000
 Chester, PA 19022
 800-888-4213

Comments

*** End of Credit Report ***

Investigative

County Criminal Records Search

***** Alert!! *****

RESULTS Records Found

NAME SEARCHED APPLICANT, SAMPLE TEST SEARCH DATE 08-22-2025 12:40 PM MDT
DOB SEARCHED 01-01-XXXX SEARCH SCOPE
JURISDICTION FL-BROWARD

*** Abstract ***

NAME ON RECORD APPLICANT, SAMPLE CASE NUMBER 502008CF012155YXYXMB
DOB ON RECORD 04-01-XXXX COURT CIRCUIT COURT
OTHER IDENTIFIERS ADDRESS: 123 FLOWER LANE, SUNNYSIDE, FILE DATE 07/10/2025
FL 32456
LAST 4 DIGITS OF SSN: 1111

Count 1

TYPE FELONY OFFENSE POSSESSION OF SCHEDULE 4 SUBSTANCE (514.A1G)
DISPOSITION PRE-TRIAL INTERVENTION
DISPOSITION DATE 08/01/2025 OFFENSE DATE 07/08/2025
SENTENCE PRE-TRIAL AGREEMENT: 24 MONTHS (ACTIVE)
FINES/COSTS: \$120.00 (PAID)
08/01/2027 - REVIEW HEARING SCHEDULED.
OTHER INFO PLEA: GUILTY

Count 2

TYPE FELONY OFFENSE POSSESSION OF SCHEDULE 2 SUBSTANCE (365.XA7)
DISPOSITION PRE-TRIAL INTERVENTION
DISPOSITION DATE 08/01/2025 OFFENSE DATE 07/08/2025
SENTENCE PRE-TRIAL AGREEMENT: 24 MONTHS (ACTIVE) (CONCURRENT TO COUNT 1)
08/01/2027 - REVIEW HEARING SCHEDULED.
OTHER INFO PLEA: GUILTY

Count 3

TYPE FELONY OFFENSE ATTEMPT TO OBTAIN CONTROLLED SUBSTANCE BY FRAUD (PO5.63P)
DISPOSITION PRE-TRIAL INTERVENTION
DISPOSITION DATE 08/01/2025 OFFENSE DATE 07/08/2025
SENTENCE PRE-TRIAL AGREEMENT: 24 MONTHS (ACTIVE) (CONCURRENT TO COUNT 1)
08/01/2027 - REVIEW HEARING SCHEDULED.
OTHER INFO PLEA: GUILTY

*** Abstract ***

NAME ON RECORD	APPLICANT, SAMPLE	CASE NUMBER	2008CM012149XY	
DOB ON RECORD	04-01-XXXX	COURT	COUNTY COURT	
OTHER IDENTIFIERS	ADDRESS: 555 PLEASANTVIEW ROAD, CANDYLAND, FL 31498 DRIVER LICENSE NUMBER: FL - A444-XXX- XX-XXX-X		FILE DATE	06/20/2019

Count 1

TYPE	MISDEMEANOR	OFFENSE	DISORDERLY CONDUCT (456.6LK3)
DISPOSITION	GUILTY		
DISPOSITION DATE	06/25/2019	OFFENSE DATE	06/19/2019
SENTENCE	JAIL TIME: 2 DAYS CREDIT TIME SERVED: 2 DAYS UNSUPERVISED PROBATION: 6 MONTHS FINES/COSTS: \$253.00 (BALANCE DUE)		

ADDITIONAL SENTENCE DETAILS:

- STAY AWAY FROM VICTIM;
- DO NOT RETURN TO THE PREMISES OF THE LOCATION.

OTHER INFO PLEA: NOLO CONTENDERE

WARNING: Based on the information provided First Choice Background Screening searched for public records in the sources referenced herein for criminal history information as permitted by federal and state law. 'Records Found' means that our researchers found a record(s) in that jurisdiction that matched the personal identifiers (i.e., Name, SSN, Date of Birth, Address) listed for the subject in the above abstract. First Choice Background Screening does not guarantee the accuracy or truthfulness of the information as to the subject of the investigation, but only that it is accurately copied from public records. Information generated as a result of identity theft, including evidence of criminal activity, may be inaccurately associated with the consumer who is the subject of this report. Further investigation into additional jurisdictions, or utilization of additional identifying information, may be warranted. Please call for assistance.

State Criminal History Record

***** Alert!! *****

RESULTS	Records Found		
NAME SEARCHED	APPLICANT, SAMPLE TEST	SEARCH DATE	08-22-2025 12:58 PM MDT
DOB SEARCHED	01-01-XXXX	SEARCH SCOPE	
JURISDICTION	GEORGIA		

*** Abstract ***

NAME ON RECORD	APPLICANT, SAMPLE TEST	CASE NUMBER	502008CF012155YXYXMB	
DOB ON RECORD	04-01-XXXX	COURT	FULTON COUNTY - STATE COURT	
OTHER IDENTIFIERS	ADDRESS: LAKESIDE VIEW, NY 11789 HEIGHT: 5'10" / WEIGHT: 205 SSN: XXX-XX-1111		FILE DATE	08/20/2014

Count 1

TYPE	MISDEMEANOR	OFFENSE	ASSAULT AND BATTERY 3RD DEGREE (CS69DXX)
DISPOSITION	GUILTY		
DISPOSITION DATE	09/18/2015	OFFENSE DATE	08/02/2014
SENTENCE	JAIL TIME: 5 DAYS PROBATION TIME: 1 YEAR COMMUNITY SERVICE: 25 HOURS RESTITUTION: \$550.00 (PAID)		
OTHER INFO	PLEA: GUILTY		

Count 2

TYPE	MISDEMEANOR	OFFENSE	DRIVING UNDER THE INFLUENCE (45TSDFG.1)
DISPOSITION	GUILTY		
DISPOSITION DATE	09/18/2015	OFFENSE DATE	08/02/2014
SENTENCE	JAIL TIME: 3 DAYS CREDIT TIME SERVED: 3 DAYS PROBATION TIME: 1 YEAR FINES/COSTS: \$643.24 (BALANCE DUE)		

ADDITIONAL SENTENCE DETAILS:

- VICTIM IMPACT PANEL;
- DUI SCHOOL, LEVEL 2;
- PAY RESTITUTION;
- SUBSTANCE ABUSE TREATMENT.

11/23/2015 - PROBATION VIOLATION WARRANT ISSUED.
 11/24/2015 - WARRANT SERVED/RETURNED.
 11/27/2015 - PROBATION VIOLATION HEARING: PROBATION REVOKED. DEFENDANT TO SERVE 45 DAYS IN FULTON COUNTY JAIL WITH 40 DAYS CREDIT. PAY FINE.

OTHER INFO PLEA: GUILTY

***** Abstract *****

NAME ON RECORD	APPLICANT, SAMPLE	CASE NUMBER	502007CT024900YXYXXSB
DOB ON RECORD	04-01-XXXX	COURT	CLAYTON COUNTY - STATE COURT
		FILE DATE	08/22/2025

Count 1

TYPE	MISDEMEANOR	OFFENSE	UNREGISTERED MOTOR VEHICLE (ABC.123)
DISPOSITION	PENDING		
		OFFENSE DATE	08/21/2025
OTHER INFO	08/29/2025 - FUTURE COURT DATE SCHEDULED.		

REASON FOR LEAVING

TERMINATION

QUESTIONS

Please explain his/her job requirements and nature of his/her duties?

Hank performs some, er, special duties for Big Eddie too sensitive to discuss really.

Do you recommend him/her for employment?

Yeah sure, if you need someone to strong arm the situation, heh heh.

In your opinion, has he/she even shown a propensity for violence?

Well yeah, that's why Big Eddie hired Hank, you know?

How long have you know him/her?

Well Hank is just this guy, ya know? About six months I guess.

Is he/she eligible for re-hire?

Oh I don't know, sure, supposing he's out of the clink!

RESPONSE RECEIVED **Yes**

NAME	APPLICANT, SAMPLE TEST	SEARCH DATE	08-22-2025 12:18 PM MDT
EMPLOYER NAME	MARINE CORPS AIR GROUND COMBAT CENTER	VERIFIED NAME	MARINE CORPS AIR GROUND COMBAT CENTER
SUPERVISOR		HOW VERIFIED	SCRA
EMPLOYER STREET		DATE VERIFIED	08/22/2025
EMPLOYER CITY	TWENTYNINE PALMS	VERIFIED BY	
EMPLOYER STATE	CA	VERIFIER TITLE	
EMPLOYER ZIP	92278		
EMPLOYER PHONE			
EMPLOYER FAX			
EMPLOYER E-MAIL			

SUBJECT-PROVIDED INFORMATION

EMPLOYER-PROVIDED INFORMATION

EMPLOYER TYPE	Previous	Previous
POSITION	SERGEANT (E-5)	SERGEANT (E-5)
HIRE DATE	MAR 2018	MAR 2018
END DATE	DEC 2022	DEC 2022
TYPE/STATUS		
REASON FOR LEAVING		

Credentials

Education Verification

RESPONSE RECEIVED **Yes**

INSTITUTION NAME	UNIVERSITY OF MIAMI	SEARCH DATE	08-22-2025 12:20 PM MDT
------------------	----------------------------	-------------	-------------------------

CITY, STATE	MIAMI, FL 33101, United States of America	CONTACT	NATIONAL STUDENT CLEARINGHOUSE
INSTITUTION PHONE		SUBJECT	
INSTITUTION FAX			
INSTITUTION EMAIL			

SUBJECT-PROVIDED INFORMATION

INSTITUTION-PROVIDED INFORMATION

SOCIAL SECURITY

DATES CLAIMED AUG 2010 TO JUN 2014

AUG 2010 TO JUN 2014

DEGREE(S) CLAIMED BACHELORS

BACHELORS

DEGREE DATE

JUN 14 2014

MAJOR(S) CLAIMED

ENGINEERING

GPA CLAIMED

HONORS CLAIMED

ATTENDING NAME APPLICANT, SAMPLE

COMMENTS

Motor Vehicle Report

***** Alert!! *****

RESULTS License Found With Records

STATE OF ISSUE Florida

SEARCH DATE 08-22-2025 12:20 PM MDT

LICENSE NUMBER A123XXXXXXXX

License Number: A534543645355
 License State: FL
 Full Name: MESS, HANK
 DOB: XXXX-04-01

License Info

Status: VALID
 Class: Class C Non-Commercial
 Expiration Date: 2023-08-27
 Issue Date: 2016-08-28

Other License Info

MVR Status: MVR found
 MVR History Length: 0
 Product: MVR
 State Messages: Approximate Year of Original Issued: 1983
 State Messages: Alert: Requested first name (HAROLD) did not match.
 State Messages: H - Health Questionnaire
 State Messages: Proof Required (SR1P not acceptable)
 State Messages: Insurance Coverage: C - Owners coverage proof on file

Messages

Approximate Year of Original Issued: 1983
 Alert: Requested first name(DANIEL) did not match.

H - Health Questionnaire
 Proof Required (SR1P not acceptable)
 FR Proof Eligibility Starts: 08/28/2016, Terminates: 08/28/2021
 Insurance Coverage: C - Owners coverage proof on file

ACTION

Action Date: 2016-09-05
 Reinstatement Date: 2017-09-04
 Description: Out-Of-State (A98094-Unknown Code)
 Violation Code: 733 - Out of State Suspension
 End Date of Action: 2017-09-04
 Event Type: OUT-OF-STATE
 Action Taken: 35 - Oregon
 State Code: A98094

SUSPENSION

Suspension Date: 2018-07-11
 Reinstatement Date: 2019-06-27
 Description: Suspended (13352A3-Suspend or revoke for influence of alcohol or drugs, excess blood alcohol, addiction, or speed)
 Event Type: SUSPENSION
 State Code: 13352A3
 Mail Date: 2019-06-27
 Violation Code: -
 Order Code: M - Verbal notice document on file
 Order Date: 2018-07-11

WARNING: Confidential Information - To Be Used As Per State And Federal Laws. Misuse May Result In A Criminal Prosecution.

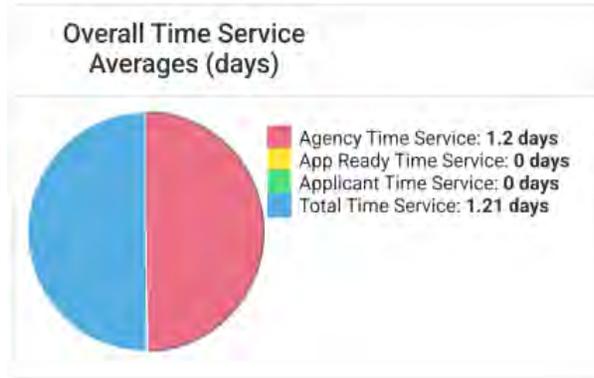
Disclaimer

This report is furnished to you pursuant to the Agreement for Service between the parties and in compliance with the Fair Credit Reporting Act. This report is furnished based upon your certification that you have a permissible purpose to obtain the report. The information contained herein was obtained in good faith from sources deemed reliable, but the completeness or accuracy is not guaranteed.

*** End Of Report ***

Time Service Report

Report Type: Completed by Report Order Completed Date: JAN 26, 2024 JAN 24, 2025 Search By: Completed Date Calculate turn around: Days Exclude Weekends: Yes



Client Code	Client Name	Product	File Number	Applicant Name	Applicant Invite Date	Started	Complete Date	Total Time
FCDEMO	First Choice Demo	FCDemo: Basic Package	302763	APPLICANT_ILLINOIS, SAMPLE	2024-01-26 10:18 AM	2024-01-26 10:19 AM	2024-01-26 10:20 AM	0.00 days
FCDEMO	First Choice Demo	FCDemo: Basic Package	302764	APPLICANT_AA, SAMPLE	2024-01-26 10:23 AM	2024-01-26 10:24 AM	2024-01-26 10:25 AM	0.00 days
FCDEMO	First Choice Demo	FCDemo: Basic Package	310449	APPLICANT, SAMPLE	2024-03-05 08:20 AM	2024-03-05 08:23 AM	2024-03-08 07:26 AM	2.96 days
FCDEMO	First Choice Demo	FCDemo: Comprehensive Package	373214	DRAKE, MIKEY	2024-11-11 08:19 AM	2024-11-11 08:32 AM	2024-11-11 08:48 AM	0.02 days
FCDEMO	First Choice Demo	FCDemo: Comprehensive Package	388662	SAMPLE, MICHAELE	2025-01-10 10:31 AM	2025-01-10 10:36 AM	2025-01-13 11:39 AM	3.05 days

MAKE PAYABLE TO

First Choice Background Screening
 6365 Taft Street
 Suite 2000
 Hollywood, FL 33024
 Phone: 954-449-7808 / 888-222-6988
 Fax: 954-449-0756 / 888-949-2010

**BILL TO**

First Choice Demo
 6365 Taft Street
 Suite 2000
 Hollywood, FL 33024
 (V) (954) 505-5220 (F) (954) 449-0756

INVOICE #2018120215

Invoice Date: **02/01/2019**
 Customer #: **FCDEMO**
 Representative: **House Account**
 Date Due: **03/01/2019**

Report Charges for First Choice Demo

DATE	NAME	SSN	ORDERED BY	FILE #	REFERENCE	AMOUNT
01/07/2019	APPLICANT, SAMPLE TEST		Crowder, Kristen	5230	-	
	Package price for Standard Package					\$0.00
	Education Verification - HOLLYWOOD HIGH - Search Fee					\$0.00
	Drug Screening - Non-DOT 10 Panel					\$0.00
	County Criminal Records Search - Broward, Florida (APPLICANT, SAMPLE TEST) - Search Fee					\$0.00
	County Criminal Records Search - Broward, Florida (NAME, ALIAS TEST) - Search Fee					\$0.00
	County Criminal Records Search - Miami-Dade, Florida (APPLICANT, SAMPLE TEST) - Search Fee					\$0.00
	County Criminal Records Search - Miami-Dade, Florida (NAME, ALIAS TEST) - Search Fee					\$0.00
	County Criminal Records Search - New York OCA (Statewide), New York (APPLICANT, SAMPLE TEST) - Search Fee					\$0.00
	County Criminal Records Search - New York OCA (Statewide), New York (NAME, ALIAS TEST) - Search Fee					\$0.00
	National Federal Criminal Search - Nationwide (NAME, ALIAS TEST) - Search Fee					\$0.00
	County Criminal Records Search - New York OCA (Statewide), New York (APPLICANT, SAMPLE TEST) - Court Access Fee					\$0.00
	County Criminal Records Search - New York OCA (Statewide), New York (NAME, ALIAS TEST) - Court Access Fee					\$0.00
Total Amount Due:						\$0.00

Terms: Net 30

All Discrepancies Must Be Brought To Our Attention Within 30 Days.
 All Late Fees, Collection Costs, And Attorney's Fees May Be Added To Past Due Accounts.



ATTACHMENT E: SYSTEM GUIDES

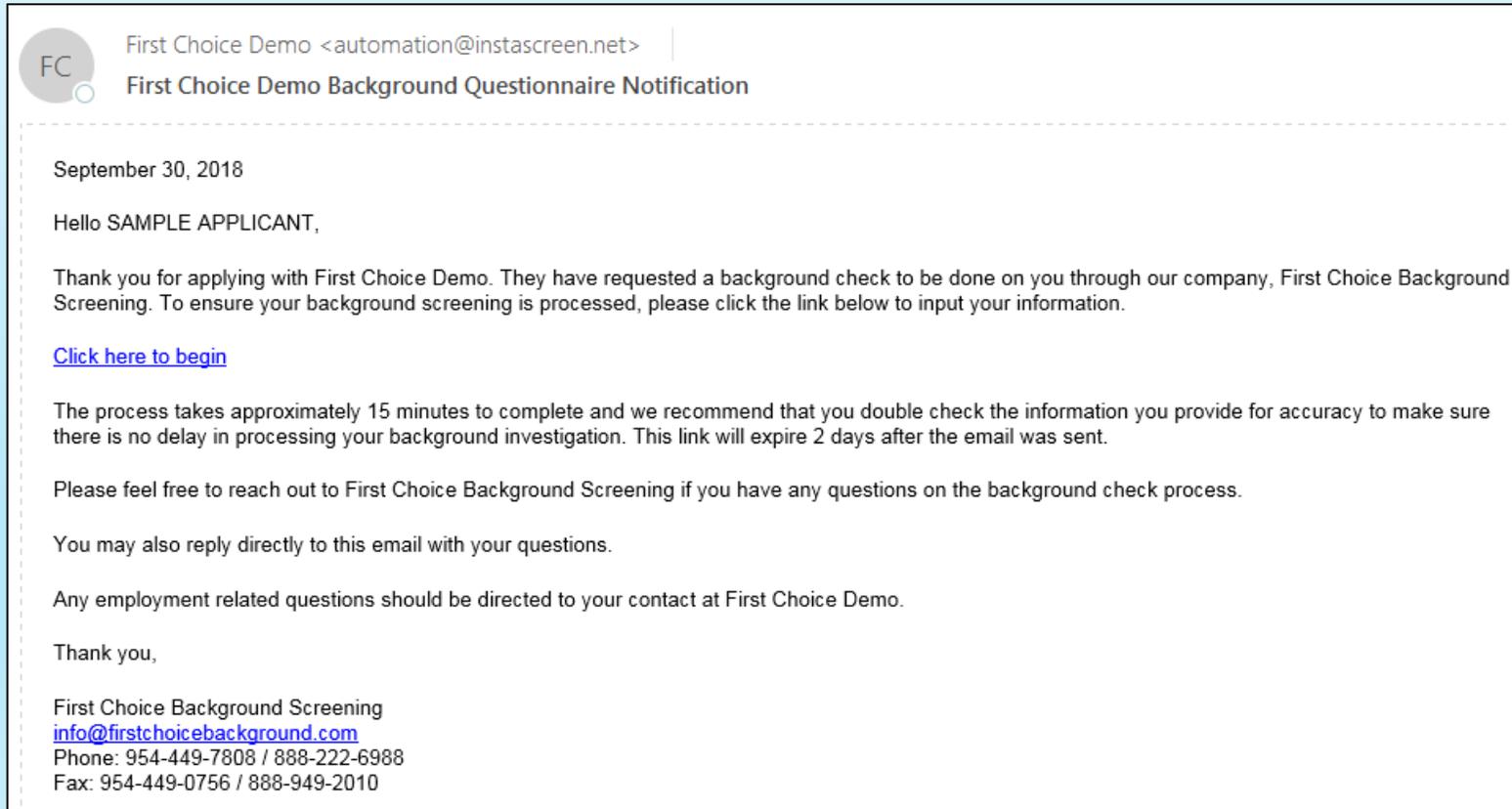


First Choice Background Screening Applicant Guide

Background Screening Process: Email



- ▶ You will receive an email to initiate the background screening process; simply click the link provided in the email to access the system and enter all needed information. You will also electronically sign all needed forms at this time.
- ▶ Please reach out to First Choice with any questions regarding the background screening process.



Background Screening Process: Consent



- ▶ The first steps in the online process will guide you through consenting to electronic signatures and communications, the background check, any required state/federal disclosures, along with any additional information needed for the process and/or by your prospective employer.
- ▶ Be sure to read the options carefully; the second option will cancel the electronic process.

I, (type full name), **consent** to transacting electronically, including receiving legally required notices electronically. I understand that First Choice Background Screening uses computer technology to ensure that my signed documents are not altered after submission. I agree to allow First Choice Background Screening to validate my signed documents in this way.

I, (type full name), **do not** wish to electronically sign my documents. Rather, I prefer to print out and sign paper versions of the documents and return them by mail or in person to the Company. I understand this may delay the selection process with the Company.

Background Screening Process: Entering Information



- ▶ Enter all requested information. Required fields are noted with an asterisk (*); all other fields are optional.



Applicant First Choice Demo - Basic Package

Employment State:

Applicant Info

Please provide your **legal name** as shown on your driver's license or other government issued identification.

* Last Name: * First Name: * Middle Name:
Generation: * SSN: * DOB:

I certify that I do not have a middle name

Phone Number: Driver License No.: DL State:

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Background Screening Process: Review/Submission



- ▶ Please review all entered information. You can click the blue pencil link to make any needed changes.
- ▶ You have the option to include any notes/comments at this time; these will be seen by your prospective employer, as well as First Choice.

The screenshot shows the 'Application Summary' page for a 'First Choice Demo - Basic Package'. At the top left is the 'FIRST CHOICE BACKGROUND SCREENING' logo. The page title is 'Application Summary' and the package name is 'First Choice Demo - Basic Package'. A light blue banner contains the instruction: 'Please review your information for accuracy. If you would like to make changes, please click "Edit" (✎) next to an item. When you are finished, click the "Submit" button.' Below this, the applicant information is displayed: 'Applicant: ✎ SAMPLE DEMO APPLICANT (999-99-9999, 01/01/1990)' and 'Current Address: ✎ 123 TEST LANE HOLLYWOOD, FL 33024'. A dark blue bar with white text reads 'Search Summary for Basic Package'. Below this is a large, empty light blue rectangular area. To the right, there is a section titled 'Application Notes' with a dark blue header and a large, empty white text area. At the bottom left is a 'Cancel' button, and at the bottom right is a dark blue 'Submit →' button. A footer at the very bottom reads '© 2001-2018 - This Software Copyrighted - All Rights Reserved.'

Background Screening Process: Confirmation



- ▶ Once you click Submit, you will be brought to a confirmation page where you will be given a confirmation number. You can print this form as well as all disclosures and forms that you acknowledged and/or signed.

The screenshot shows a confirmation page with the First Choice Background Screening logo at the top left. The main heading is "Confirmation". Below it, a text box contains a thank you message and a confirmation number of 1122. A security notice is displayed in a shaded box. At the bottom, there are two columns of contact information for First Choice Demo and First Choice Background Screening, and two buttons for printing authorization and confirmation. A footer note asks the user to close the browser tab or window when finished.

Confirmation

Thank you for completing your online background questionnaire. Your confirmation number is **1122**. You may be asked for it if you need to contact First Choice Demo at some future time. If you would like to print a copy of your Authorization or your Confirmation, please click on the appropriate button. If you have any questions regarding your consumer report, please contact our Consumer Report Agency (CRA), First Choice Background Screening.

Security Notice: It is strongly recommended that you close all browser windows to ensure that you are completely signed out.

First Choice Demo 6365 Taft Street Suite 2000 Hollywood, FL 33024 Phone: (954) 505-5220	First Choice Background Screening 6365 Taft Street Suite 2000 Hollywood, FL 33024 Phone: 954-449-7808 / 888-222-6988 Fax: 954-449-0756 / 888-949-2010
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[Print Authorization](#) [Print Confirmation](#)

When you are finished, please close this browser tab or window.

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Background Screening Process: Documentation



- ▶ At the conclusion of the process, you will have access to the Document Portal. This is a secure area where you can upload any requested documentation directly to your background file.
- ▶ First Choice may contact you if additional information is needed.

Additional Information

Your PIN is the last 4 digits of your SSN or the user PIN you used when completing the authorization.

Based on the information you provided you must complete one or more additional forms. These form(s) will be emailed to you separately. You can also access the forms and instructions through the [document portal](#).

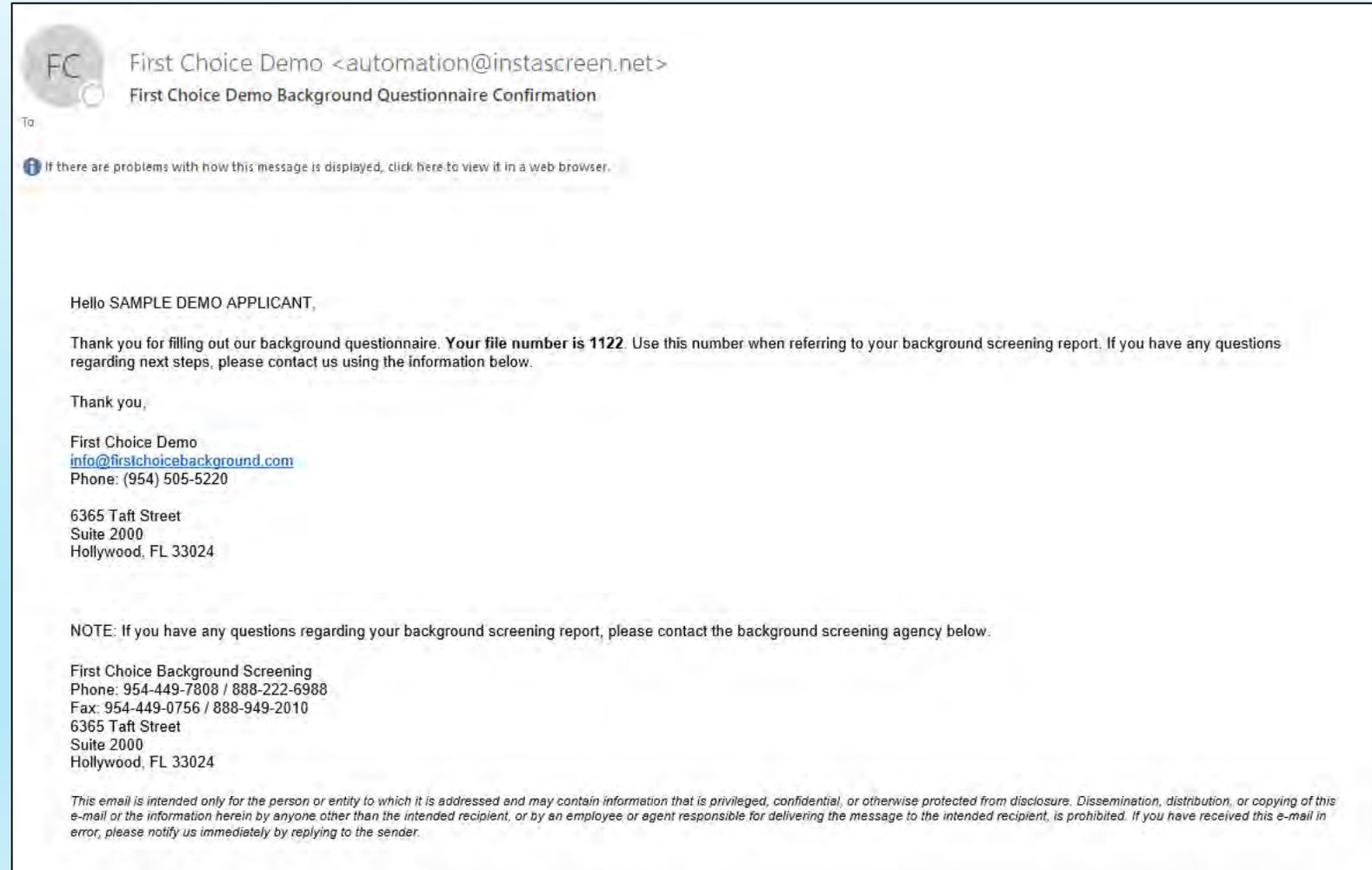
Important: Access to the document portal requires your PIN. **Please save your PIN.** Linking from this page will sign you in automatically, but your PIN will be required for all future access.

[Document Portal](#)

Background Screening Process: Confirmation Email



- ▶ You will receive an email containing your confirmation number.
- ▶ Once received, this indicates that your file has been submitted to First Choice and has begun processing; you can contact First Choice directly with any questions you may have.



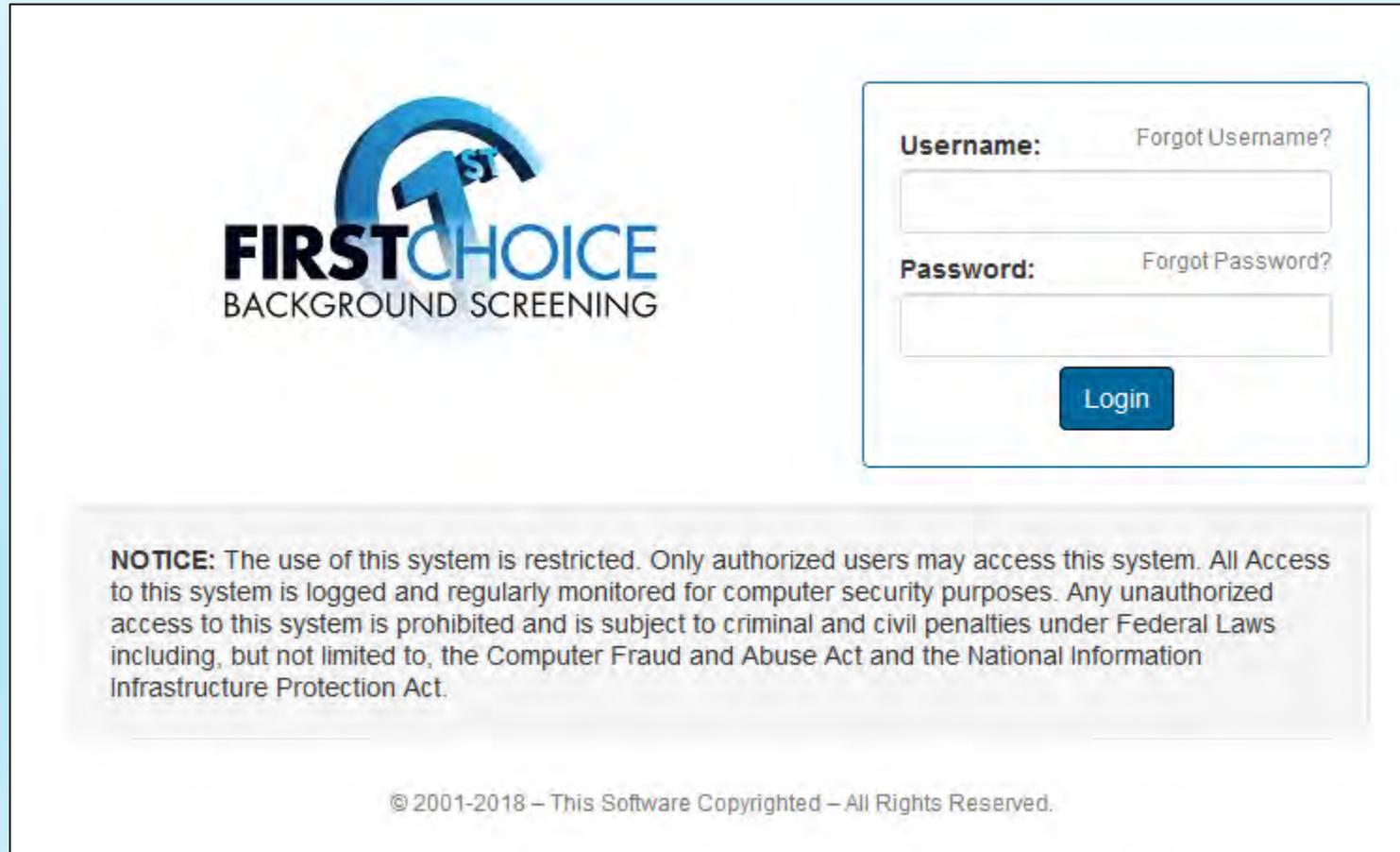


First Choice Background Screening Client User Guide

Log In



- ▶ Enter Username – no spaces, *not* case sensitive
- ▶ Enter Password - no spaces, case sensitive



The screenshot shows the login interface for the First Choice Background Screening system. On the left is the company logo. On the right is a login form with two input fields: 'Username:' and 'Password:'. Each field has a 'Forgot' link next to it. A blue 'Login' button is positioned below the password field. At the bottom of the page, there is a grey box containing a legal notice and a copyright notice.

FIRST CHOICE
BACKGROUND SCREENING

Username: [Forgot Username?](#)

Password: [Forgot Password?](#)

[Login](#)

NOTICE: The use of this system is restricted. Only authorized users may access this system. All Access to this system is logged and regularly monitored for computer security purposes. Any unauthorized access to this system is prohibited and is subject to criminal and civil penalties under Federal Laws including, but not limited to, the Computer Fraud and Abuse Act and the National Information Infrastructure Protection Act.

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User Setup



- ▶ When first logging into the system, you will need to setup three security factors; Multi-Factor Authentication, Security Questions and Answers, and a Password Change.
- ▶ You will be asked to agree to our Access Security Requirements and an Identification Code will be sent upon first time setup, a password change, and anytime you access the system from a new device and/or browser.

* MFA Method:

* Phone Number:

Authenticator App

Email

Question 1:

Answer to Question 1:

Question 2:

Answer to Question 2:

Question 3:

Answer to Question 3:

* Code:

Remember this computer

* Current Password:

* New Password:

* Re-enter Password:

Passwords must fulfill the following criteria:

- Minimum 8 characters
- Contain at least one letter
- Contain at least one digit
- Passwords must match

Home Screen



- ▶ Information about court closures, delays, legislative updates, and other important updates will be listed in News & Announcements.
- ▶ By clicking your initials on the top right hand of the home page, you can access our full Docs & Forms Library, as well as customizing your profile (including system appearance, contact information, and security information).

The screenshot shows the user interface of the First Choice Background Screening system. At the top, there is a navigation bar with the company logo on the left and several menu items: "Order" with a notification badge "1", "Reports" with a notification badge "2", "Admin", and "Utilities". On the right side of the navigation bar, there is a search box labeled "Last Name" and a circular profile icon. Below the navigation bar, the main content area displays a "Welcome back," message on the left and "Your last login was on" on the right. At the bottom, there are two blue buttons: "News & Announcements" on the left and "First Choice Background Screening" on the right. To the right of the "First Choice Background Screening" button, contact information is listed: Phone: 954-449-7808, Toll Free: 888-222-6988, Fax: 954-449-0756, and Fax Toll: 888-949-2010.

Ordering: Place A New Order



- ▶ Orders can be placed by selecting either New Order or Batch Order in the Order sub-menu (to place batch orders, contact your account rep for further information).
- ▶ Your packages will be available in the ordering screen; all items included in your package will be listed for easy ordering.



Select Product for Order First Choice Demo

Order →	A LA CARTE All services available at A La Carte pricing
Order →	BASIC PACKAGE No AKAs - SSN Trace - Current County of Residence - FirstChek (National Criminal, Nationwide Sex Offender and FirstWatch)
Order →	COMPREHENSIVE PACKAGE 7yrs AKA Names: Social Trace - County Criminal (all counties from past 7 years of residence) (All Names) - FirstChekAlias (National Criminal, Nationwide Sex Offender and FirstWatch) (All Names) - National Federal Criminal Search (All Names)
Order →	STANDARD PACKAGE No AKAs: Social Trace - County Criminal (all counties from past 7 years of residence) - FirstChek (National Criminal, Nationwide Sex Offender and FirstWatch) - National Federal Criminal Search



Ordering: Select Products

- ▶ Any additional services needed can be selected in the next page and will be added to your file at your A La Carte pricing.

Investigative

- County Criminal Records Search
- Statewide Criminal Records Search
- National Federal Criminal Search
- FirstChek (National Criminal, Nationwide Sex Offender and FirstWatch)
- FirstChekAlias (National Criminal, Nationwide Sex Offender and FirstWatch)

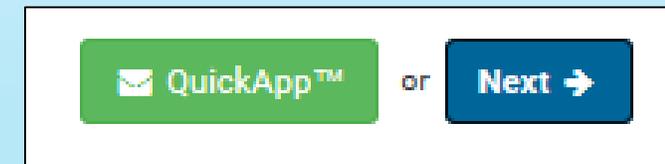
Verification

- Employment Verification

Credentials

- Education Verification
- Motor Vehicle Report

- ▶ After making your selections here, you can click “Next” to proceed to manual data entry, or “QuickApp” to send to the applicant to complete the online portion (includes entering information and electronically signing all needed Disclosures and Authorization forms).



QuickApp: Sending Applicant Invite



- ▶ Enter the applicant's first/last name and email address; you can click "send" to send a single invite, or "send & next" to send invites to multiple applicants. Once they complete the online portion, the file will be submitted to the system for processing.
- ▶ You have the option to enter any comments in the Order Notes section; this information will not be viewable by the applicant at any time and will come directly to First Choice.

QuickApp™ Order First Choice Demo
Basic Package

* Job Location:

Applicant

* Last Name	* First Name	Phone Number
<input type="text"/>	<input type="text"/>	<input type="text"/>

* To Applicant's E-mail Address	* From Sender's E-mail Address
<input type="text"/>	<input type="text" value="info@firstchoicebackground.com"/>

Order Notes:

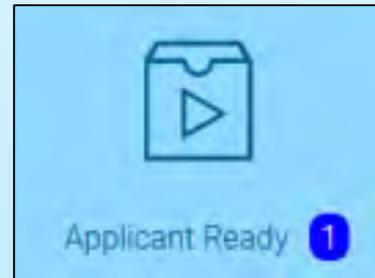
[Cancel](#)

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QuickApp: Applicant Ready Orders



- ▶ If you've selected a package with a 'draft' option or if there is more information needed from you to process the file, the applicant's file will go to the Applicant Ready section of the system.
- ▶ From within that queue, you will enter any missing information and review the information the applicant entered and then fully submit the file to the system for processing.



Applicant Ready Reports						
<input type="checkbox"/>	Applicant	Detail	E-mail	Attachment	Submitted	Client Name
<input type="checkbox"/>	APPLICANT, SAMPLE DEMO			View		First Choice Demo

Manual Ordering: Certification



- ▶ If you've selected to enter the applicant's information manually, the system will first prompt you to confirm you've obtained the Disclosures and Authorizations forms physically signed by the applicant.

Certification

Please review the following and acknowledge acceptance of the terms.

[Click here to certify that you have secured the individual's written authorization and will adhere to these legal requirements.](#)

Fair Credit Reporting Act - Customer Certification

By requesting a background check report from First Choice Background Screening you certify the following:

- You have provided the job applicant/employee/volunteer with a clear and conspicuous disclosure advising them that a background check report may be obtained for employment/volunteer purposes and have received their written authorization to obtain the report;
- You will comply with any adverse action requirements as described in the Fair Credit Reporting Act, if applicable (15 U.S.C. 1681b and 1681m); and
- You will not use information contained in the background check report in violation of any applicable Federal or State equal employment opportunity law or regulation.

[Learn more about the Fair Credit Reporting Act](#)

Accept Terms

Cancel

Manually Ordering: Entering Applicant Information



- ▶ Next, you will begin entering the applicant's personal information as well as any special pieces of information such as department, cost code, etc. Please note the below picture is from our demo account; your account will have all customizations in place.

Applicant First Choice Demo - Basic Package
Order Entry *step 1 of 5*

* Job Location:

Applicant Info

Please provide the applicant's **legal name** as shown on a driver's license or other government issued identification.

* Last Name:	* First Name:	* Middle Name:	Generation:	* SSN:	* DOB:
<input type="text" value="APPLICANT"/>	<input type="text" value="SAMPLE"/>	<input type="text" value="DEMO"/>	<input type="text" value="-"/> <input type="button" value="v"/>	<input type="text" value="999-99-9999"/>	<input type="text" value="JAN 1, 1990"/>

No middle name

Phone Number:	* E-mail Address:	Driver License No.:	DL State:	Sex:
<input type="text" value="1234567890"/>	<input type="text" value="DEMO@DEMO.COM"/>	<input type="text" value="123456789"/>	<input type="text" value="Florida"/> <input type="button" value="v"/>	<input type="text" value="M"/> <input type="button" value="v"/>

[Cancel](#)

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Manual Ordering: Pre-Search/Duplicate Files



- ▶ The system will notify you of any previous files entered with the same name, date of birth, and/or email address combination. By selecting “Next” on this screen, you are agreeing to any charges incurred by ordering a duplicate file.

Pre-Search Results First Choice Demo - Basic Package
Order Entry *step 2 of 6*

The following reports were previously ordered, matching **at least one** of the following: **ssn,email,name**. If you continue, you may create a duplicate order.

Name	SSN	Email	File	Client Name	Requestor	Ordered	Status
APPLICANT, SAMPLE	333-22-1111	[REDACTED]	1038	First Choice Demo	[REDACTED]	2018-09-09	Complete
APPLICANT, SAMPLE	333-22-1111	[REDACTED]	1062	First Choice Demo	[REDACTED]	2018-09-07	-
APPLICANT, SAMPLE	-	[REDACTED]	1068	First Choice Demo	[REDACTED]	2018-09-08	-
APPLICANT, SAMPLE	111-22-3333	[REDACTED]	1069	First Choice Demo	[REDACTED]	2018-09-08	-
APPLICANT, SAMPLE	111-22-3333	[REDACTED]	1086	First Choice Demo	[REDACTED]	2018-09-08	-
APPLICANT, SAMPLE	123-45-6789	[REDACTED]	1092	First Choice Demo	[REDACTED]	2018-09-08	-
APPLICANT, SAMPLE	111-22-3333	[REDACTED]	1114	First Choice Demo	[REDACTED]	2018-09-08	-
APPLICANT, SAMPLE TI	333-22-1111	[REDACTED]	1034	First Choice Demo	[REDACTED]	2018-09-08	-
APPLICANT2, SAMPLE	111-22-3333	[REDACTED]	1063	First Choice Demo	[REDACTED]	2018-09-08	Complete

[Cancel](#) [Next →](#)

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Manual Ordering: Order Summary



- ▶ Review all entered information; changes can be made by clicking the blue pencil link next to each topic.
- ▶ You can upload a copy of the applicant's Authorization forms, as well as any other documentation.
- ▶ You also have another opportunity to enter any comments in the Order Notes section; this information will come directly to First Choice.

Order Summary

First Choice Demo - Basic Package
Order Entry *step 6 of 6*

Applicant: [✎](#) **SAMPLE DEMO APPLICANT**
(999-99-9999, 01/01/1990)

Current Address: [✎](#) **123 TEST AVE**
HOLLYWOOD, FL 33024

Search Summary for Basic Package

Social Trace	Social Trace - Social Trace
County Criminal Records Search	
FirstChek (National Criminal, Nationwide Sex Offender, and FirstWatch)	

Authorization: None Attached

Select authorization file to attach to Order:

Upload File

— or —

Drag File

Order Entry Notes

Consumer has requested a copy of their report; please send it to them.

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Viewing Pending/Completed Reports



- ▶ To view pending or completed reports, you will hover over the Reports tab at the top of the page. You can select to go into the pending reports queue or the completed reports queue.

The screenshot shows the top navigation bar with the First Choice logo, 'Order 2', 'Reports 1', 'Admin', and 'Utilities'. A search box labeled 'Last Name' is on the right. Below the navigation bar, the 'Reports' section is highlighted in blue. It contains a 'Find' dropdown menu with options: 'Pending Reports 1', 'Completed Reports', 'Disclosures Queue 0', and 'Monitoring Queue 0'. To the right of this menu are links for 'Last Reports' and 'Advanced Search'.

- ▶ As you click into each queue, your list of files will appear. You can click into the file to see any specifics.

The screenshot shows the 'Pending Reports' queue. At the top, there are 'Export' and 'Print' buttons. Below is a table with the following data:

Name	SSN	File	Report To	Ordered By	Status	Ordered	Type	Flag
APPLICANT, SAMPLE DEMO	XXX-XX-9999	1128 *	First Choice Demo		Pending		Employment	

Below the table are navigation controls: a pagination bar showing '1' of 1 items, a 'Refresh' button, 'Items per page: 15', and 'Showing 1 to 1 of 1 reports.' At the bottom, there is a copyright notice: '© 2001-2018 - This Software Copyrighted - All Rights Reserved.'

Viewing Pending/Completed Reports



- ▶ All order/applicant specifics are located at the top of the report. The searches ordered on each file will be viewable in the Search Results portion of the file.
- ▶ You also have the option to view the Authorization and Disclosure forms that your applicant signed. Any search specific forms (W2s for employment, transcripts for education, etc.) will be available here as well.
- ▶ The Client Notes section is used to notify you of any additional information relevant to the file and/or to inform you of Report Decision actions taken on the file.

Report Results - #1128 - APPLICANT, SAMPLE DEMO First Choice Demo

[View](#) [Print](#) [Add to Order](#) [Request Help](#) [New Order](#)

Order Details ↑

Status:	Pending	Decision:	
Order Date:		Requestor:	
Report Date:		Email:	
File Number:	1128	Phone:	
Report To:	First Choice Demo / FCDEMO 6365 Taft Street Suite 2000 Hollywood, FL 33024	Alt. Phone:	
Assigned To:		Fax:	
		Product:	Comprehensive Package

Applicant Information ↑

Name:	APPLICANT, SAMPLE DEMO	SSN/DOB:	XXX-XX-9999 / 01-01-XXXX
Email:		Phone:	-
Address:	123 TEST LANE, HOLLYWOOD, FL 33024	Emp. Jurisdiction:	FL

Search Results [Add to Order](#)

Search	Status	
County Criminal Records Search		+
National Federal Criminal Search		+
FirstChekAlias (National Criminal, Nationwide Sex Offender and FirstWatch)		
NATIONWIDE (APPLICANT, SAMPLE DEMO)	Pending	🔒
Employment Verification		+
ABC COMPANY 📄	Pending	🔒
Education Verification		+
ABC HIGH SCHOOL 📄	Pending	🔒

Attachments +

Applicant Authorization
Applicant Authorization Forms
QuickApp - Electronic Signature Consent - Consent Given

Disclosures and Forms ⚠️

--Select Disclosure or Form--

[View](#) [Email](#)

Client Notes 0

[+ Add Client Note](#)

[View](#) [Print](#) [Add to Order](#) [Request Help](#) [New Order](#)

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Billing/ Invoices



- ▶ Invoices are viewed in the Admin tab.
- ▶ You can view multiple invoices at a time in PDF format, or you can export them into an excel spreadsheet.



View Invoices

List of Invoices currently in the system.

[View](#) [Print](#) [Export](#)

<input type="checkbox"/> Client Name	Invoice Number	Invoice Date	Ending Date
<input type="checkbox"/> First Choice Demo	3	2018-09-01	2018-08-31

Billing/ Invoices



- ▶ The Utilities page provides you with access to a number of analytical reports.
- ▶ You also have access to 'lookup' tools for Jurisdictions (criminal searches) and Collection Sites (drug screens).





**ATTACHMENT F:
FCRA SAMPLE DOCUMENTS**

CLIENTS: PLEASE NOTE THAT THIS IS A SAMPLE SET OF DOCUMENTS. IT IS BEING PROVIDED TO YOU SOLELY AS A COURTESY. IT SHOULD NOT BE CONSTRUED AS LEGAL ADVICE. USE OF SAMPLE DOCUMENTS PROVIDED BY FIRST CHOICE BACKGROUND SCREENING (“FIRST CHOICE”) IS ENTIRELY OPTIONAL. THEREFORE, IF YOU CHOOSE TO USE FIRST CHOICE’S SAMPLE DOCUMENTS IN PART OR WHOLE, YOU UNDERSTAND AND AGREE THAT SUCH DOCUMENTS SHALL BE CONSIDERED YOUR OWN (NOT THAT OF FIRST CHOICE). PLEASE CONSULT WITH COUNSEL AS APPROPRIATE TO CONFIRM THAT YOUR DOCUMENTS COMPLY WITH ALL APPLICABLE FEDERAL, STATE, AND LOCAL LAWS.

DISCLOSURE REGARDING
BACKGROUND INVESTIGATION ON YOU

_____ (“the Company”) may obtain “consumer reports” about you from a consumer reporting agency for employment purposes. A “consumer report” is a background screening report that may contain information regarding your criminal history, sex offender registry status, credit history, employment history, education history, social media activity, driving history, professional licenses, and other information about you. It may bear upon your character, general reputation, personal characteristics, and/or mode of living.

[END OF DOCUMENT]

ADDITIONAL NOTICE REGARDING
INVESTIGATIVE CONSUMER REPORTS ON YOU

_____ (“the Company”) may also request an “investigative consumer report” on you from a consumer reporting agency.

An “investigative consumer report” is a background screening report generated through personal interviews with sources such as your neighbors, friends, or associates.

The consumer reporting agency that may prepare an “investigative consumer report” on you for the Company is First Choice Background Screening, 4611 S. University Drive #314, Davie, FL. 33328, (888) 222-6988. The information contained in an “investigative consumer report” may bear upon your character, general reputation, personal characteristics, and/or mode of living.

Please be advised that the nature and scope of the most common form of “investigative consumer report” that may be ordered by the Company is an investigation into your employment history. During such an investigation, First Choice Background Screening may ask questions about your employment history to certain knowledgeable individuals and provide response information to the Company.

Note: You have the right to request additional information regarding the nature and scope of any “investigative consumer report” ordered by the Company on you. You may do so by contacting the Company.

[END OF DOCUMENT]

ADDITIONAL STATE LAW NOTICES

If you live in, work in, or are seeking work for _____ (“the Company”) in Washington State, Massachusetts, New Jersey, New York, Minnesota, Oklahoma, or California, please note the following information which we are required by state law to provide to you:

State of Washington applicants/employees only: If the Company requests an investigative consumer report (as defined by state law) from a consumer reporting agency, you have the right to receive a complete and accurate disclosure of the nature and scope of the investigation requested by the Company. You also have the right to request a written summary of your rights and remedies under the Washington Fair Credit Reporting Act.

Massachusetts applicants/employees only: If the Company requests an investigative consumer report (as defined by state law) from a consumer reporting agency, you have the right to have a copy of the report upon request.

New Jersey applicants/employees only: If the Company requests an investigative consumer report (as defined by state law) from a consumer reporting agency, you have the right to have a copy of the report upon request.

New York applicants/employees only: You have the right, upon written request, to be informed of whether or not an investigative consumer report (as defined by state law) was requested from a consumer reporting agency. If a report was requested, you will be provided with the name and address of the consumer reporting agency to which the request was made. You may also inspect and receive a copy of the report by contacting First Choice Background Screening, 4611 S. University Drive #314, Davie, FL. 33328, (888) 222-6988. You are also now receiving a copy of Article 23-A of the NY Correction Law.

Minnesota applicants/employees only: You have the right, upon written request, to receive a complete and accurate disclosure of the nature and scope of any consumer report ordered about you. A consumer reporting agency must make this disclosure within five (5) days of receipt of your request or of the Company’s request for the report, whichever is later. The consumer reporting agency that is preparing a consumer report about you for the Company is First Choice Background Screening, 4611 S. University Drive #314, Davie, FL. 33328, (888) 222-6988.

Please check this box if you would like to receive a free copy of any consumer report obtained by the Company about you.

Oklahoma applicants/employees only: Please check this box if you would like to receive a free copy of any consumer report obtained by the Company about you.

California applicants/employees only: You are separately receiving a copy of the Notice Regarding Background Investigation Pursuant To California Law.

[END OF DOCUMENT]

NOTICE REGARDING BACKGROUND INVESTIGATION
PURSUANT TO CALIFORNIA LAW

(For California Applicants and Employees Only)

_____ (“the Company”) intends to obtain information about you from an investigative consumer reporting agency for employment purposes. Thus, you can expect to be the subject of “investigative consumer reports” obtained for employment purposes. Such reports may include information about your character, general reputation, personal characteristics, and mode of living. With respect to any investigative consumer report from an investigative consumer reporting agency (“ICRA”), the Company may investigate the information contained in your employment application and other background information about you, including but not limited to: your criminal history, sex offender registry status, driving history, education history, employment history, social media activity, credit information, and professional licenses. The Company may also obtain comments from individuals who are knowledgeable about you. These reports may be used as a factor in making employment decisions. The source of any investigative consumer report (as that term is defined under California law) will be First Choice Background Screening, 4611 S. University Drive #314, Davie, FL. 33328, (888) 222-6988. Information regarding First Choice Background Screening’s privacy practices (including information about whether any consumer personal information will be sent outside the U.S. or its territories) may be found at Firstchoicebackground.com.

Under California Civil Code section 1786.22, you are entitled to find out from an ICRA what is in the ICRA’s file on you with proper identification, as follows:

- In person, by visual inspection of your file during normal business hours and upon reasonable notice. You also may request a copy of the information in person. The ICRA may not charge you more than the actual copying costs for providing you with a copy of your file.
- By requesting a copy be sent to a specified addressee by certified mail. ICRA’s complying with requests for certified mailings shall not be liable for disclosures to third parties caused by mishandling of mail after such mailings leave the ICRA’s.
- Via a summary over the phone. A summary of all information contained in the ICRA’s file on you (which is required to be provided by the California Civil Code) will be provided to you via telephone, if you have made a written request for telephone disclosure and the toll charge, if any, for the telephone call is prepaid by or charged directly to you.

“Proper Identification” includes documents such as a valid driver’s license, social security account number, military identification card, and credit cards. Only if you cannot identify yourself with such information may the ICRA require additional information concerning your employment and personal or family history in order to verify your identity.

The ICRA will provide trained personnel to explain any information furnished to you and will provide a written explanation of any coded information contained in files maintained on you. This written explanation will be provided whenever a file is provided to you for visual inspection.

You may be accompanied by one other person of your choosing, who must furnish reasonable identification. An ICRA may require you to furnish a written statement granting permission to the ICRA to discuss your file in such person’s presence.

Please check this box if you would like to receive a free copy of any investigative consumer report (as defined by relevant state law) obtained by the Company about you.

[END OF DOCUMENT]

CITY OF LOS ANGELES
CALIFORNIA



KAREN BASS
MAYOR

**NOTICE TO APPLICANTS & EMPLOYEES
FAIR CHANCE INITIATIVE FOR HIRING ORDINANCE**

This Employer is subject to the Fair Chance Initiative for Hiring Ordinance (FCIHO) (LAMC 189.00).

THESE ARE YOUR RIGHTS...

1. Employers cannot inquire about or seek information about an Applicant's Criminal History until after a Conditional Offer of Employment has been made to the Applicant*.

✓ This includes job solicitations and applications or during any conversations and interviews.

2. If an Employer decides to rescind an offer of employment based on information discovered during the criminal background check, the Employer is required to perform an Individualized Assessment.

✓ Individualized Assessment - a written assessment that effectively links the specific aspects of the Applicant's Criminal History with risks inherent in the duties of the Employment position sought by the Applicant.

✓ If the offer is rescinded, the Applicant must receive:

- Written notification,
- Copy of the Individualized Assessment, and
- Copies of any documentation used in the Employer's decision.

3. The Applicant has the right to the Fair Chance Process.

✓ The Applicant has the opportunity to provide information or documentation to an Employer regarding the accuracy of his/her Criminal History or Criminal History Report or that should be considered in the Employer's assessment, such as evidence of rehabilitation or other mitigating factors.

✓ The Employer is required to hold the job open for at least five (5) days from the date notification of a rescinded offer of employment to allow an Applicant to submit such documentation, and, the Employer is required to review any documentation in order to reassess their decision.

FOR ADDITIONAL INFORMATION OR ASSISTANCE, CALL:

City of Los Angeles
Department of Public Works
Office of Wage Standards
1149 S. Broadway, Suite 300
Los Angeles, CA 90015
Phone: (844) WagesLA – Email: WagesLA@lacity.org

*Note: Not all applicants/employees are covered under the FCIHO. Please see the ordinance (LAMC 189.00) for more details.

CITY OF LOS ANGELES
CALIFORNIA



KAREN BASS
MAYOR

**AVISO PARA SOLICITANTES Y EMPLEADOS
ORDENANZA DE LA INICIATIVA DE OPORTUNIDAD JUSTA PARA LA
CONTRATACIÓN**

Éste empleador está sujeto a la Ordenanza de la Iniciativa de Oportunidad Justa Para la Contratación (Fair Chance Initiative for Hiring Ordinance) (FCIHO) (LAMC 189.00).

ÉSTOS SON SUS DERECHOS...

1. Los Empleadores no pueden preguntar al solicitante sobre los antecedentes penales hasta después de que se le haya dado al Solicitante* una oferta condicional de empleo.
 - ✓ Ésto incluye solicitudes y solicitudes de empleo o durante cualquier tipo de conversaciones o entrevistas.
2. Si el Empleador decide rescindir la oferta de empleo como resultado de la investigación de antecedentes, el Empleador está obligado a realizar una Evaluación Individualizada.
 - ✓ Evaluación Individualizada – un análisis por escrito de las funciones y responsabilidades del trabajo, los antecedentes penales del Solicitante y cualquier otro factores que pueden afectar a la decisión de contratación.
 - ✓ Si se rescinde la oferta, el Solicitante debe recibir:
 - Un aviso por escrito,
 - Una copia de la Evaluación Individual y
 - Copias de todos los documentos que el Empleador utilizó a llegar a la decisión.
3. El solicitante tiene el derecho al proceso de la Oportunidad Justa.
 - ✓ El Solicitante tiene la oportunidad de proporcionar información o documentación a un Empleador con respecto a la exactitud de sus Antecedentes Penales. Dichos datos deben ser considerados en la evaluación del Empleador, como evidencia de rehabilitación u otros factores mitigadores.
 - ✓ Se requiere que el Empleador mantenga el puesto abierto por lo menos cinco (5) días laborales de la fecha de notificación de la acción adversa propuesta para permitir que el Solicitante presente tal documentación. El Empleador está obligado revisar cualquier documentación para reevaluar su decisión.

PARA MÁS INFORMACIÓN O ASISTENCIA, PUEDE LLAMAR A:

City of Los Angeles
Department of Public Works
Office of Wage Standards
1149 S. Broadway, Suite 300
Los Angeles, CA 90015

Teléfono: (844) WagesLA – Email: WagesLA@lacity.org

*La nota: No todos los solicitantes/empleados están cubierto bajo el FCIHO. Consulte con la ordenanza (LAMC 189.00) para más detalles.



City & County of San Francisco Fair Chance Ordinance

Post Where Employees Can Read Easily. Failure to post this notice may result in penalties.

OFFICIAL NOTICE

Under the San Francisco Fair Chance Ordinance, employers must follow strict rules regarding criminal records. Employers with 5 or more employees worldwide and all City contractors must comply.

- Employers **MAY NOT** ask about arrests or convictions on a job application.
- Employers **MAY NOT** conduct a background check or ask about criminal records until **AFTER** making a conditional offer of employment.
- Employers may only consider convictions that are directly related to the job, and may never consider 7 types of arrests or convictions, including convictions that are more than 7 years old (see www.sfgov.org/olse/fco).
- Before an employer rejects an applicant based on a background check, the employer must: notify the applicant and provide a copy of the background check; give the applicant 7 days to respond; reconsider based on evidence the applicant provides.

For more information, visit www.sfgov.org/olse/fco or call the San Francisco Fair Chance hotline at (415) 554-5192.

AVISO OFICIAL - Ordenanza de Oportunidades Equitativas de San Francisco

Correo donde los empleados pueden leer fácilmente. La falta de publicación de este aviso puede resultar en sanciones.

De conformidad a la Ordenanza de Oportunidades Equitativas de San Francisco, los empleadores deben seguir reglas estrictas con respecto a los antecedentes penales.

Los empleadores con 5 o más empleados en todo el mundo y todos los contratistas de la Ciudad deben cumplir con las reglas.

- Los empleadores **NO DEBEN** preguntar sobre arrestos o condenas en una solicitud de empleo.
- Los empleadores **NO DEBEN** realizar una revisión de antecedentes ni preguntar acerca de antecedentes penales hasta **DESPUÉS** de hacer una oferta condicional de empleo.
- Los empleadores sólo pueden considerar las condenas que estén directamente relacionadas con el trabajo, y nunca deben considerar 7 tipos de arrestos o condenas, incluyendo las condenas que tienen más de 7 años de antigüedad (véase www.sfgov.org/olse/fco).
- Antes de rechazar a un candidato en base a una verificación de antecedentes, el empleador debe: notificar al candidato y proporcionarle una copia de la verificación de antecedentes; darle al candidato 7 días para responder; reconsiderar en base a la evidencia que el candidato presente.

Para obtener más información visite www.sfgov.org/olse/fco o llame a la línea directa de Oportunidades Equitativas de San Francisco al (415) 554-5192.



City & County of San Francisco Fair Chance Ordinance

Post Where Employees Can Read Easily. Failure to post this notice may result in penalties.

正式通告 - 舊金山公平機會條例

請張貼在僱員容易看到的地方。未張貼此通知可能會導致處罰。

根據舊金山公平機會條例，僱主必須遵守關於犯罪紀錄的嚴格規定。於全球各地擁有五位或以上員工的僱主以及所有市府承包商，皆必須遵守規定。

- 僱主不得於應徵申請表格里詢問是否有拘捕或刑事有罪判決紀錄。
- 僱主僅可以在提供有條件錄取求職者後詢問是否有犯罪紀錄或進行背景調查。
- 僱主僅能考量與個人從事該工作直接相關的刑事有罪判決，而且不得考慮七種類型的拘捕或刑事有罪判決包括七年以前的刑事有罪判決（請見www.sfgov.org/olse/fco）。
- 僱主根據背景調查拒絕求職者之前必須：通知求職者並提供背景調查結果的副本；給予求職者七天的時間做出回應；依據求職者提供的證據重新考量。

欲查詢更多資訊，請瀏覽 www.sfgov.org/olse/fco 或致電舊金山公平機會條例專線 (415) 554-5192。

OPISYAL NA ABISO - Ang Ordinansa ng Makatarungang Pagkakataon ng San Francisco

Post Saan empleyado Puwede Basahin Madaling. Ang pagkabitong mag-post ng paunawang ito ay maaaring magresulta sa mga multa.

Sa ilalim ng Batas para sa Patas na Pagkakataon (Fair Chance Ordinance), kailangang sundin ng mga taga-empleyo ang mahihigpit na patakaran ukol sa mga kriminal na rekord. Kailangang sumunod ang mga employer may 5 o higit pang empleyado sa buong mundo at kailangan ding sumunod ng lahat ng kontratista ng Lungsod.

- HINDI PUWEDENG magtanong ang mga employer tungkol sa mga pagka-aresto o hatol ng korte sa aplikasyon para sa trabaho.
- HINDI PUWEDENG magsagawa ang mga employer ng background check (pag-iimbestiga sa nakaraan), o magtanong tungkol sa mga kriminal na rekord hanggang sa MATAPOS ang pagbibigay ng kondisyonal na alok ng trabaho.
- Ang mga hatol ng korte na may direktang kinalaman lamang sa trabaho ang posibleng isaalang-alang ng mga employer at hindi kailanman dapat isaalang-alang ang 7 uri ng pag-aresto o hatol ng korte, kasama na ang mga hatol na 7 taong gulang na (tingnan ang www.sfgov.org/olse/fco).
- Bago tanggihan ng employer ang aplikante batay sa background check, kailangan muna nilang gawin ang mga sumusunod: abisuhan ang aplikante at magbigay ng kopya ng background check; bigyan ang aplikante ng 7 araw para sumagot; muling pag-isipan ito batay sa ebidensiyang ipagkakaloob ng aplikante.

Para sa iba pang impormasyon, bisitahin ang www.sfgov.org/olse/fco o tawagan ang San Francisco Fair Chance sa teleponong (415) 554-5192.

NOTICE REGARDING BACKGROUND INVESTIGATION
PURSUANT TO NEW YORK CORRECTION LAW

(For New York Applicants and Employees Only)

Article 23-A
Licensure and Employment of Persons Previously
Convicted of One or More Criminal Offenses

§ 750. Definitions

For the purposes of this article, the following terms shall have the following meanings:

- (1) “Public agency” means the state or any local subdivision thereof, or any state or local department, agency, board or commission.
- (2) “Private employer” means any person, company, corporation, labor organization or association which employs ten or more persons.
- (3) “Direct relationship” means that the nature of criminal conduct for which the person was convicted has a direct bearing on his fitness or ability to perform one or more of the duties or responsibilities necessarily related to the license, opportunity, or job in question.
- (4) “License” means any certificate, license, permit or grant of permission required by the laws of this state, its political subdivisions or instrumentalities as a condition for the lawful practice of any occupation, employment, trade, vocation, business, or profession. Provided, however, that “license” shall not, for the purposes of this article, include any license or permit to own, possess, carry, or fire any explosive, pistol, handgun, rifle, shotgun, or other firearm.
- (5) “Employment” means any occupation, vocation or employment, or any form of vocational or educational training. Provided, however, that “employment” shall not, for the purposes of this article, include membership in any law enforcement agency.

§ 751. Applicability

The provisions of this article shall apply to any application by any person for a license or employment at any public or private employer, who has previously been convicted of one or more criminal offenses in this state or in any other jurisdiction, and to any license or employment held by any person whose conviction of one or more criminal offenses in this state or in any other jurisdiction preceded such employment or granting of a license, except where a mandatory forfeiture, disability or bar to employment is imposed by law, and has not been removed by an executive pardon, certificate of relief from disabilities or certificate of good conduct. Nothing in this article shall be construed to affect any right an employer may have with respect to an intentional misrepresentation in connection with an application for employment made by a prospective employee or previously made by a current employee.

§ 752. Unfair discrimination against persons previously convicted of one or more criminal offenses prohibited

No application for any license or employment, and no employment or license held by an individual, to which the provisions of this article are applicable, shall be denied or acted upon adversely by reason of the individual's having been previously convicted of one or more criminal offenses, or by reason of a finding of lack of "good moral character" when such finding is based upon the fact that the individual has previously been convicted of one or more criminal offenses, unless:

- (1) there is a direct relationship between one or more of the previous criminal offenses and the specific license or employment sought or held by the individual; or
- (2) the issuance or continuation of the license or the granting or continuation of the employment would involve an unreasonable risk to property or to the safety or welfare of specific individuals or the general public.

§ 753. Factors to be considered concerning a previous criminal conviction; presumption

1. In making a determination pursuant to section seven hundred fifty-two of this chapter, the public agency or private employer shall consider the following factors:

- (a) The public policy of this state, as expressed in this act, to encourage the licensure and employment of persons previously convicted of one or more criminal offenses.
- (b) The specific duties and responsibilities necessarily related to the license or employment sought or held by the person.
- (c) The bearing, if any, the criminal offense or offenses for which the person was previously convicted will have on his fitness or ability to perform one or more such duties or responsibilities.
- (d) The time which has elapsed since the occurrence of the criminal offense or offenses.
- (e) The age of the person at the time of occurrence of the criminal offense or offenses.
- (f) The seriousness of the offense or offenses.
- (g) Any information produced by the person, or produced on his behalf, in regard to his rehabilitation and good conduct.
- (h) The legitimate interest of the public agency or private employer in protecting property, and the safety and welfare of specific individuals or the general public.

2. In making a determination pursuant to section seven hundred fifty-two of this chapter, the public agency or private employer shall also give consideration to a certificate of relief from disabilities or a certificate of good conduct issued to the applicant, which certificate shall create a presumption of rehabilitation in regard to the offense or offenses specified therein.

§ 754. Written statement upon denial of license or employment

At the request of any person previously convicted of one or more criminal offenses who has been denied a license or employment, a public agency or private employer shall provide, within thirty days of a request, a written statement setting forth the reasons for such denial.

§ 755. Enforcement

1. In relation to actions by public agencies, the provisions of this article shall be enforceable by a proceeding brought pursuant to article seventy-eight of the civil practice law and rules.

2. In relation to actions by private employers, the provisions of this article shall be enforceable by the division of human rights pursuant to the powers and procedures set forth in article fifteen of the executive law, and, concurrently, by the New York city commission on human rights.

[END OF DOCUMENT]

AUTHORIZATION REGARDING BACKGROUND INVESTIGATION

By signing below, I acknowledge receipt of the following separate documents (and certify that I have read and understood them):

- DISCLOSURE REGARDING BACKGROUND INVESTIGATION ON YOU;
- ADDITIONAL NOTICE REGARDING INVESTIGATIVE CONSUMER REPORTS ON YOU;
- ADDITIONAL STATE LAW NOTICES;
- A SUMMARY OF YOUR RIGHTS UNDER THE FAIR CREDIT REPORTING ACT.

By signing below, I authorize _____ (“the Company”) to obtain “**consumer reports**” and “**investigative consumer reports**” about me for employment purposes at any time during the hiring process and throughout my employment, if applicable.

Signature: _____

Date: _____

Printed Name: _____

[END OF DOCUMENT]

PERSONAL INFORMATION NEEDED FOR BACKGROUND CHECK

Please supply the following information to facilitate a background check on you.

Full Name (First, middle, last): _____

Social Security Number: _____ Date of Birth: _____

Driver License Number: _____ State Issued: _____

Full Current Address: _____

Phone Number: _____ Email Address: _____

[END OF DOCUMENT]

Para información en español, visite www.consumerfinance.gov/learnmore o escribe a la Consumer Financial Protection Bureau, 1700 G Street NW, Washington, DC 20552.

A Summary of Your Rights Under the Fair Credit Reporting Act

The federal Fair Credit Reporting Act (FCRA) promotes the accuracy, fairness, and privacy of information in the files of consumer reporting agencies. There are many types of consumer reporting agencies, including credit bureaus and specialty agencies (such as agencies that sell information about check writing histories, medical records, and rental history records). Here is a summary of your major rights under FCRA. **For more information, including information about additional rights, go to www.consumerfinance.gov/learnmore or write to: Consumer Financial Protection Bureau, 1700 G Street NW, Washington, DC 20552.**

- **You must be told if information in your file has been used against you.** Anyone who uses a credit report or another type of consumer report to deny your application for credit, insurance, or employment – or to take another adverse action against you – must tell you, and must give you the name, address, and phone number of the agency that provided the information.
- **You have the right to know what is in your file.** You may request and obtain all the information about you in the files of a consumer reporting agency (your “file disclosure”). You will be required to provide proper identification, which may include your Social Security number. In many cases, the disclosure will be free. You are entitled to a free file disclosure if:
 - a person has taken adverse action against you because of information in your credit report;
 - you are the victim of identity theft and place a fraud alert in your file;
 - your file contains inaccurate information as a result of fraud;
 - you are on public assistance;
 - you are unemployed but expect to apply for employment within 60 days.

In addition, all consumers are entitled to one free disclosure every 12 months upon request from each nationwide credit bureau and from nationwide specialty consumer reporting agencies. See www.consumerfinance.gov/learnmore for additional information.

- **You have the right to ask for a credit score.** Credit scores are numerical summaries of your credit-worthiness based on information from credit bureaus. You may request a credit score from consumer reporting agencies that create scores or distribute scores used in residential real property loans, but you will have to pay for it. In some mortgage transactions, you will receive credit score information for free from the mortgage lender.
- **You have the right to dispute incomplete or inaccurate information.** If you identify information in your file that is incomplete or inaccurate, and report it to the consumer

reporting agency, the agency must investigate unless your dispute is frivolous. See www.consumerfinance.gov/learnmore for an explanation of dispute procedures.

- **Consumer reporting agencies must correct or delete inaccurate, incomplete, or unverifiable information.** Inaccurate, incomplete, or unverifiable information must be removed or corrected, usually within 30 days. However, a consumer reporting agency may continue to report information it has verified as accurate.
- **Consumer reporting agencies may not report outdated negative information.** In most cases, a consumer reporting agency may not report negative information that is more than seven years old, or bankruptcies that are more than 10 years old.
- **Access to your file is limited.** A consumer reporting agency may provide information about you only to people with a valid need – usually to consider an application with a creditor, insurer, employer, landlord, or other business. The FCRA specifies those with a valid need for access.
- **You must give your consent for reports to be provided to employers.** A consumer reporting agency may not give out information about you to your employer, or a potential employer, without your written consent given to the employer. Written consent generally is not required in the trucking industry. For more information, go to www.consumerfinance.gov/learnmore.
- **You may limit “prescreened” offers of credit and insurance you get based on information in your credit report.** Unsolicited “prescreened” offers for credit and insurance must include a toll-free phone number you can call if you choose to remove your name and address from the lists these offers are based on. You may opt out with the nationwide credit bureaus at 1-888-567-8688.
- The following FCRA right applies with respect to nationwide consumer reporting agencies:

CONSUMERS HAVE THE RIGHT TO OBTAIN A SECURITY FREEZE

You have a right to place a “security freeze” on your credit report, which will prohibit a consumer reporting agency from releasing information in your credit report without your express authorization. The security freeze is designed to prevent credit, loans, and services from being approved in your name without your consent. However, you should be aware that using a security freeze to take control over who gets access to the personal and financial information in your credit report may delay, interfere with, or prohibit the timely approval of any subsequent request or application you make regarding a new loan, credit, mortgage, or any other account involving the extension of credit.

As an alternative to a security freeze, you have the right to place an initial or extended fraud alert on your credit file at no cost. An initial fraud alert is a 1-year alert that is

placed on a consumer's credit file. Upon seeing a fraud alert display on a consumer's credit file, a business is required to take steps to verify the consumer's identity before extending new credit. If you are a victim of identity theft, you are entitled to an extended fraud alert, which is a fraud alert lasting 7 years.

A security freeze does not apply to a person or entity, or its affiliates, or collection agencies acting on behalf of the person or entity, with which you have an existing account that requests information in your credit report for the purposes of reviewing or collecting the account. Reviewing the account includes activities related to account maintenance, monitoring, credit line increases, and account upgrades and enhancements.

- **You may seek damages from violators.** If a consumer reporting agency, or, in some cases, a user of consumer reports or a furnisher of information to a consumer reporting agency violates the FCRA, you may be able to sue in state or federal court.
- **Identity theft victims and active duty military personnel have additional rights.** For more information, visit www.consumerfinance.gov/learnmore.

States may enforce the FCRA, and many states have their own consumer reporting laws. In some cases, you may have more rights under state law. For more information, contact your state or local consumer protection agency or your state Attorney General. For information about your federal rights, contact:

TYPE OF BUSINESS:	CONTACT:
<p>1.a. Banks, savings associations, and credit unions with total assets of over \$10 billion and their affiliates</p> <p>b. Such affiliates that are not banks, savings associations, or credit unions also should list, in addition to the CFPB:</p>	<p>a. Consumer Financial Protection Bureau 1700 G Street NW Washington, DC 20552</p> <p>b. Federal Trade Commission Consumer Response Center 600 Pennsylvania Avenue NW Washington, DC 20580 (877) 382-4357</p>
<p>2. To the extent not included in item 1 above:</p> <p>a. National banks, federal savings associations, and federal branches and federal agencies of foreign banks</p> <p>b. State member banks, branches and agencies of foreign banks (other than federal branches, federal agencies, and Insured State Branches of Foreign Banks), commercial lending companies owned or controlled by foreign banks, and organizations operating under section 25 or 25A of the Federal Reserve Act.</p> <p>c. Nonmember Insured Banks, Insured State Branches of Foreign Banks, and insured state savings associations</p> <p>d. Federal Credit Unions</p>	<p>a. Office of the Comptroller of the Currency Customer Assistance Group P.O. Box 53570 Houston, TX 77052</p> <p>b. Federal Reserve Consumer Help Center P.O. Box 1200 Minneapolis, MN 55480</p> <p>c. Division of Depositor and Consumer Protection National Center for Consumer and Depositor Assistance Federal Deposit Insurance Corporation 1100 Walnut Street, Box #11 Kansas City, MO 64106</p> <p>d. National Credit Union Administration Office of Consumer Financial Protection 1775 Duke Street Alexandria, VA 22314</p>
<p>3. Air carriers</p>	<p>Assistant General Counsel for Office of Aviation Protection Department of Transportation 1200 New Jersey Avenue SE Washington, DC 20590</p>
<p>4. Creditors Subject to the Surface Transportation Board</p>	<p>Office of Public Assistance, Governmental Affairs, and Compliance Surface Transportation Board 395 E Street SW Washington, DC 20423</p>
<p>5. Creditors Subject to the Packers and Stockyards Act, 1921</p>	<p>Nearest Packers and Stockyards Division Regional Office</p>
<p>6. Small Business Investment Companies</p>	<p>Associate Administrator, Office of Capital Access United States Small Business Administration 409 Third Street SW, Suite 8200 Washington, DC 20416</p>
<p>7. Brokers and Dealers</p>	<p>Securities and Exchange Commission 100 F Street NE Washington, DC 20549</p>
<p>8. Institutions that are members of the Farm Credit System</p>	<p>Farm Credit Administration 1501 Farm Credit Drive McLean, VA 22102-5090</p>
<p>9. Retailers, Finance Companies, and All Other Creditors Not Listed Above</p>	<p>Federal Trade Commission Consumer Response Center 600 Pennsylvania Avenue NW Washington, DC 20580 (877) 382-4357</p>



FIRST CHOICE CLIENT AGREEMENT

This Client Agreement (“Agreement”) is made and entered into by and between First Choice Research and Investigations, LLC doing business as First Choice Background Screening (“First Choice”), 4611 S. University Drive #314, Davie, FL. 33328, and _____ (“Client”), located at _____. This Agreement shall be effective on the date of the last signature below (the “Effective Date”).

RECITALS

WHEREAS, Client plans to order Consumer Reports and/or Investigative Consumer Reports as defined under the federal Fair Credit Reporting Act (“FCRA”) (collectively “Reports”) from First Choice;

WHEREAS, First Choice desires to prepare and deliver Reports to Client for a fee;

WHEREAS, First Choice and Client desire to further define the terms by which Reports will be provided by First Choice to Client;

NOW, THEREFORE, in consideration of the mutual covenants set forth in this Agreement, First Choice and Client hereby agree as follows:

TERMS

1. Identification of Permissible Purpose For Receiving Reports. Client hereby certifies that all of its orders for Reports from First Choice shall be made, and the resulting Reports shall be used, for the following permissible purpose under the Fair Credit Reporting Act, 15 U.S.C. § 1681 *et seq.*, only:

For “employment purposes,” but only upon the express written consent of any person that will be screened. *See* 15 U.S.C § 1681b(a)(3)(B).

Client shall not request, obtain, or use Reports for any purpose not identified above. Among other things, Client shall not request Reports for the purpose of selling, leasing, or renting information obtained under this Agreement to any other party, whether alone, in conjunction with Client’s own data, or otherwise in any service which is derived from the Reports provided by First Choice. PLEASE NOTE: THE FCRA PROVIDES THAT ANY PERSON WHO KNOWINGLY AND WILLFULLY OBTAINS INFORMATION ON A CONSUMER FROM A CONSUMER REPORTING AGENCY UNDER FALSE PRETENSES SHALL BE FINED UNDER TITLE 18 OF THE UNITED STATES CODE OR IMPRISONED NOT MORE THAN TWO YEARS, OR BOTH.

2. Legal Certifications For Employment-Related Reports. Client understands that various legal requirements apply if/when it orders Reports for employment purposes. Client shall comply with all such requirements. In particular, Client makes the following certifications as to legal compliance as to Reports ordered for employment purposes.

A. Disclosure. Client certifies that, in compliance with the FCRA, prior to ordering a Report, Client shall make a clear and conspicuous “disclosure” in writing to the individual about whom the Report will be run (“the Consumer”) in a document that consists solely of the “disclosure.” The “disclosure” shall explain that a Consumer Report may be procured for employment purposes. The “disclosure” shall describe the nature of the Reports to be ordered and meet all other requirements specified by applicable law. The “disclosure” shall not contain any extraneous information not required by applicable law, including, but not limited to, a release of liability.

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- B. State Law Notifications.** Client certifies that before ordering a Report from First Choice, it shall also provide any necessary notifications under applicable state law to the Consumer. Client understands that various states, including, but not limited to, California, Minnesota, Oklahoma, New York, Massachusetts, and Washington require that specific information be communicated to the Consumer under certain circumstances. Client also understands that certain states, such as California, Oklahoma, and Minnesota, require that applicants/employees be afforded a check box to allow them to indicate that they would like a copy of any report received by Client. Client agrees that it will work with experienced legal counsel as appropriate to ensure that all applicable requirements are accounted for.
- C. Written Consent.** Client certifies that, consistent with the FCRA, before ordering a Report, the Consumer shall authorize in writing the procurement of such Report.
- D. EEO Law and Regulation Compliance.** Client certifies that it shall not use information contained in a Report provided by First Choice in violation of any applicable federal or state equal employment opportunity law or regulation.
- E. Adverse Action Procedures.** Client certifies that before taking adverse action based in part or whole on a Report from First Choice, it shall follow all legally-required “pre-adverse action” procedures specified by applicable federal, state and/or local law. For example, if the Consumer may be denied employment or incur another adverse action based in whole or part on a Report provided by First Choice, Client will provide to the consumer: (1) a copy of the Report, (2) a description, in writing, of the rights of the consumer entitled “A Summary of Your Rights Under the Fair Credit Reporting Act,” and (3) a written notice containing any and all required notifications under federal, state, or local law. After providing the pre-adverse action communication described above, Client shall wait a reasonable period of time to allow the Consumer to dispute the accuracy of the report before taking any adverse action. After the appropriate waiting period, and assuming no dispute, Client will issue to the Consumer notice of any adverse action taken, including the statutorily-required notice identified in the Fair Credit Reporting Act. Among other things, such notice will include: (1) the name, address, and telephone number of the consumer reporting agency, First Choice, (2) a statement that the consumer reporting agency did not make the decision to take the adverse action and is unable to provide the Consumer the specific reasons why the adverse action was taken, (3) a statement that the Consumer may obtain a free copy of the consumer report from the consumer reporting agency within 60 days pursuant to Section 612 of the Fair Credit Reporting Act, and (4) a statement that the Consumer has the right to dispute with the consumer reporting agency the accuracy or completeness of any information in a consumer report furnished by the agency. If a dispute as to the accuracy of the Report is raised by the Consumer during the waiting period, Client will afford First Choice the legally-allowed time to resolve the dispute before deciding whether to take adverse action.
- F. Certifications Associated With Each Order.** By having First Choice prepare a Report for Client, Client is certifying that: (1) A clear and conspicuous disclosure has been made in writing to the Consumer by Client (in a document that consists solely of the disclosure) stating that a Consumer Report may be obtained for employment purposes; (2) the Consumer has authorized in writing the procurement of the Consumer Report that is being ordered; (3) information from the report to be provided by First Choice will not be used in violation of any applicable Federal or State equal employment opportunity law or regulation, or any other applicable law; and (4) if applicable, Client will comply with the adverse action requirements described in Section 604(b)(3) of the Fair Credit Reporting Act, as well as any other pertinent adverse action requirements. In addition, if the Consumer lives in California or is applying to work in California or works in California, by having First Choice prepare a Report for Client, Client is certifying that: (1) Client has complied with all disclosure and authorization requirements set forth in California Civil

FIRST CHOICE CLIENT AGREEMENT

Code 1786.16, (2) Client has provided the Consumer a means to check a box to indicate that he or she would like a copy of any Report received by Client from First Choice, (3) Client will comply with any adverse requirements set forth under California law (including those identified in Cal. Civ. Code § 1786.40) should they become applicable, and (4) Client has otherwise met all requirements for obtaining a Consumer Report or Investigative Consumer Report under California law.

3. **Additional Commitments For Reports Containing Certain Types Of Information.**

- A. Investigative Consumer Report Information.** If Client chooses to order Investigative Consumer Reports (i.e. certain interview-based reports), it certifies that it shall comply with all legal requirements pertaining to Investigative Consumer Reports. Among other things, it shall clearly and accurately disclose to the Consumer that an Investigative Consumer Report, including information as to his/her character, general reputation, personal characteristics, and mode of living, whichever are applicable, may be obtained. The disclosure shall be made in writing and mailed or otherwise delivered to the Consumer with a summary of the Consumer's rights provided for under 15 U.S.C. § 1681g(c). The disclosure shall also include a statement informing the Consumer of his/her right to submit a written request for additional information, pursuant to 15 U.S.C. § 1681d(b), within a reasonable period of time after the receipt by him/her of the foregoing disclosure. By having First Choice prepare an Investigative Consumer Report for Client, Client is certifying that it has complied with the above requirements in this Section and otherwise met all legal prerequisites for receiving an Investigative Consumer Report. Further, upon receipt of a request by a consumer for additional information about the Investigative Consumer Report being ordered, Client shall disclose in writing the nature and scope of the investigation, which shall be complete and accurate. The disclosure shall be mailed or otherwise delivered to the Consumer not later than five (5) days after the date on which the request for additional disclosure was received from the Consumer or the date the Client first requested the report, whichever is later.
- B. Credit History Information.** If Client chooses to order credit reports from First Choice, it certifies the following:
1. Client shall comply with all applicable federal, state, and local legal requirements and restrictions pertaining to credit checks.
 2. Client acknowledges that special requirements are imposed by credit bureaus before access to credit history information may be provided. Client therefore agrees to the following:
 - a. Client shall make no employment decisions based solely on credit bureau alerts/warnings regarding addresses and/or Social Security Numbers.
 - b. Client shall permit a physical site inspection of its premises if requested by First Choice. The cost for the site inspection will be billed to Client. First Choice will arrange for an inspector to come to Client's location. For residential offices, the inspection and fee will be annual.
 - c. Client shall ensure security programs and appropriate access requirements are in place, the purpose being to prevent unauthorized ordering, accessing, and/or unauthorized viewing of consumer information; Client shall also inform all employees that they may not access their personal information, information of friends and/or relatives or any other person unless it is for legitimate business purposes.

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- d. Client shall release and indemnify the credit bureau from all liability arising from the Client's unauthorized access, improper use, or reliance on consumer credit information provided pursuant to this agreement.
 - e. Client shall comply with any other requirement imposed by a credit bureau, so long as First Choice makes Client aware of such a requirement.
- C. **Criminal History Information.** First Choice recommends that Client screen consumers at the county, state, and federal level, as well as using federal and multi-state/nationwide databases. Client understands that First Choice cannot be held responsible for any records that exist that do not fall within the scope of the search(es) ordered by Client. Client further understands that the multi-state/nationwide database information will only be offered in conjunction with a county or state-level verification of any possible information and that Client will be separately charged for the associated fees. Finally, Client is aware that multiple states and municipalities impose restrictions on the use of criminal history information and that the EEOC counsels that employers should engage in a multi-step process when evaluating applicants'/employees' criminal history information designed to avoid any disparate impact problems under Title VII. Client agrees to monitor all applicable legal restrictions on the use of criminal history information and take all necessary steps to comply with them.
- D. **Motor Vehicle Record Information.** Client certifies that it will only order motor vehicle records and/or driving records (collectively "MVRs") in strict compliance with the Driver Privacy Protection Act ("DPPA" at 18 U.S.C. § 2721 *et seq.*) and any related state laws. Client further certifies that no MVRs shall be ordered without first obtaining the written consent of the Consumer to obtain MVRs. Client shall not retain or store any First Choice-provided MVR results or portions of information contained therein in any database or combine such information with data in any other database, except that Client may keep a copy of a Consumer's MVR in the Consumer's file. Client shall not transmit any data contained in the reported MVR via unsecured means. Client understands that when MVRs are sought in certain states, Client will be required to complete and store certain state-specific written consent materials in connection with any MVR check performed by First Choice. Client agrees to complete such state-specific written consent materials as required by law or requested by First Choice.
- E. **Drug Test Results.** Client certifies that it understands that various states impose requirements and/or restrictions on employers intending to obtain or use drug testing results. Client certifies that it will comply with any and all legal requirements or restrictions pertaining to its acquisition or use of drug test results received from First Choice.
- F. **The Work Number.** Client acknowledges that special requirements are imposed by Talx Corporation before access to "The Work Number" may be provided by First Choice. If Client chooses to order such information from First Choice, Client agrees to comply with the terms for "Subscribers" identified on the provided addendum.
4. **Obligations Regarding The Security of Reports.** Client understands that Reports contain sensitive, personal information. Accordingly, Client agrees to do the following in order to preserve the security of the information being provided pursuant to this Agreement:
- A. **Prevent Misuse Of Services Or Information.** Client shall only request Reports for one-time use. Client agrees to take appropriate measures so as to protect against the misuse and/or unauthorized access of Reports. Client agrees that First Choice may temporarily suspend Client's access pending an investigation of Client's potential misuse. Client agrees to cooperate fully with any and all investigations. If any misuse or unauthorized access is found, First Choice may immediately terminate this Agreement.

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- B. Properly Maintain The Client Account.** Client is responsible for the administration and control of Account IDs and shall identify a security administrator to coordinate with First Choice. Client shall manage all Account IDs and notify First Choice promptly if any Account ID becomes inactive or invalid. Client shall follow the policies and procedures of First Choice with respect to account maintenance as communicated to Client from time to time.
- C. Limit Access Within Organization.** Client shall disclose Reports internally only to Client's designated and authorized employees having a need to know and only in accordance with the Agreement and applicable law. Client shall ensure that such designated and authorized employees shall not attempt to obtain any Reports on themselves, associates, or any other person except in the reasonable exercise of their official duties.
- D. Limit Distribution Outside of Organization.** Client shall hold any Report obtained from First Choice in strict confidence, and not disclose it to any third-parties except as necessary to comply with adverse-action requirements under the Fair Credit Reporting Act or as otherwise required by law.
- E. Disposal of Consumer Report Information.** Client agrees to take reasonable measures to dispose of Reports in order to prevent the unauthorized access to – or use of – information in a Report. Reasonable measures for disposing of consumer report information may include: (1) Burning, pulverizing, or shredding papers containing consumer report information so that the information cannot be read or reconstructed; (2) Destroying, erasing, deleting, and/or scrambling electronic files or media containing consumer report information so that the information cannot be read or reconstructed; or (3) Engaging a professional document destruction contractor to dispose of consumer report information. In all instances, Client's report disposal procedures shall comply with applicable law.
- F. Properly Handle Any Potential Or Actual Security Breaches.** In the event that Client learns or has reason to believe that Report data has been disclosed to or accessed by an unauthorized party, Client shall comply with any and all applicable data breach laws.
- 5. Exclusivity.** Client shall order Reports (and similar services) exclusively from First Choice and from no other organization, company, or person.
- 6. First Choice's Services and Obligations.**
- A. Compliance with Applicable Laws.** First Choice agrees to comply with all laws applicable to consumer reporting agencies. Among other things, First Choice will: (a) follow reasonable procedures to assure maximum possible accuracy of the information reported, (b) disclose to Consumer, upon request, the information in the Consumer's file, and (c) reinvestigate any information disputed by the Consumer at no charge to the Client and take any necessary action to rectify a report that has been determined to have incorrect or unverifiable information.
- B. Scope of Information Provided.** First Choice shall seek out and deliver information consistent with the service descriptions set forth on its website at the time of the relevant search. Client understands that it must review and consider the scope of a search before placing an order with First Choice. Client also understands that it will not receive information from First Choice that falls outside of a requested search, and that it will not receive information that First Choice determines—in its sole discretion—to be unreportable under applicable law.
- C. Administrative Role As To Adverse Action Correspondence.** If Client elects to have First Choice send out pre- and/or post-adverse action letters on its behalf, Client understands that it must provide to First Choice a request to send out pre-adverse action

FIRST CHOICE CLIENT AGREEMENT

letter. Client understands and requests that First Choice send out the adverse action letter, after the requested number of days, as set by Client, after First Choice sends the pre-adverse action letter.

The parties agree that First Choice shall not send out the adverse action letter at the day mark specified in two instances: (1) if Client notifies First Choice that it should not send the adverse action letter to the individual in question (e.g., if it has decided to move forward with employing the individual in question); or (2) if First Choice has received a dispute about the background screening report from the individual in question. First Choice will not send out any adverse action letters unless expressly instructed to do so.

Client accepts full responsibility for the content of any adverse action letters sent by First Choice and understands that it must notify First Choice if it intends to use a particular template or if it intends to modify the template made available through First Choice. Client agrees that First Choice plays no role in deciding whether an individual should incur adverse action based upon a Report. Client accepts full responsibility for any and all substantive decision-making based upon the Reports it receives from First Choice. Both parties agree that First Choice's role as to the adverse action process is strictly administrative. Client shall indemnify and hold harmless First Choice, its affiliates, and subsidiaries and their respective officers, directors, employees, agents, and insurers from and against any and all damages, penalties, losses, liabilities, judgments, settlements, awards, costs, and expenses (including reasonable attorneys' fees and expenses) arising out of or in connection with any third-party claims, assertions, demands, causes of action, suits, proceedings or other actions, whether at law or in equity, related in any manner to First Choice's sending out of pre- and/or post-adverse action correspondence on behalf of Client.

- D. Administrative Role As To Initial Report Review.** If Client opts to have First Choice conduct an initial review of completed Reports on its behalf, Client shall supply First Choice with definitive and objective instructions on how to do so. Client understands and agrees that it is solely responsible for creating and defining any such instructions. Client also agrees that First Choice plays no role in deciding whether a Consumer should incur adverse action based upon a Report, and that First Choice's role is strictly administrative. Client accepts full responsibility for any and all substantive decision-making based upon a Report prepared by First Choice. Client understands that First Choice will not send out any notice or communications related to the adverse action process unless expressly instructed by Client to do so and pursuant to agreed-upon terms. Client shall indemnify and hold harmless First Choice, its affiliates, and subsidiaries and their respective officers, directors, employees, agents, and insurers from and against any and all damages, penalties, losses, liabilities, judgments, settlements, awards, costs, and expenses (including reasonable attorneys' fees and expenses) arising out of or in connection with any third-party claims, assertions, demands, causes of action, suits, proceedings or other actions, whether at law or in equity, related in any manner to First Choice's initial review of reports (as discussed in this Section).

7. No Legal Advice. Client acknowledges the importance of complying with its obligations under applicable law and agrees that it will consult with legal counsel as appropriate regarding the acquisition and use of Reports. Client understands and acknowledges that First Choice is not a law firm and does not provide legal advice in connection with First Choice's furnishing of Reports to Client or Client's use of such Reports. Client understands that any communications by First Choice's employees or representatives regarding searches, verifications, or the content of reports are not to be considered or construed as legal advice. Client shall consult with counsel as appropriate before deciding whether to act upon information reported by First Choice.

Client understands that sample forms or documents made available by First Choice to Client, including, but not limited to, sample disclosure notices, written authorizations, and adverse action notices are offered

FIRST CHOICE CLIENT AGREEMENT

solely as a courtesy and should not be construed as legal advice. Laws governing the content of such documents frequently change. Accordingly, Client shall consult with counsel to make sure that it is using appropriate documents that comply with any and all applicable federal, state, and local laws. Use of First Choice's sample documents or processes—including any electronic or hard copy process designed to obtain the consumer's consent to the background check—is entirely optional. Therefore, if Client chooses to use First Choice's sample documents or processes in part or whole, Client agrees that such documents/processes should be considered its own (not that of First Choice), and that Client has consulted with its own legal counsel to the extent necessary regarding the use of such documents/processes.

Client shall indemnify and hold harmless First Choice, its affiliates, and subsidiaries and their respective officers, directors, employees, agents, and insurers from and against any and all damages, penalties, losses, liabilities, judgments, settlements, awards, costs, and expenses (including reasonable attorneys' fees and expenses) arising out of or in connection with any third-party claims, assertions, demands, causes of action, suits, proceedings or other actions, whether at law or in equity, related in any manner to Client's use of sample forms, sample documents, or processes made available by First Choice.

8. Responsibility for Decision-Making. Client understands and agrees that First Choice does not make the decision to deny employment, deny tenancy, or take any other adverse action based on any reported findings in the First Choice investigation process. This responsibility rests solely with Client. Client accepts full responsibility for any decision or adverse action made in part or whole on a Report provided by First Choice.

9. Warranties, Remedies, and Indemnification.

- A.** First Choice assembles information from a variety of sources, including courthouses and government agencies. Client understands that these information sources are not maintained by First Choice. Therefore, First Choice cannot be a guarantor that the information provided from these sources is absolutely accurate. Nevertheless, First Choice has in place procedures designed to ensure the maximum possible accuracy of the information reported and also procedures designed to respond promptly to claims of incorrect or inaccurate information in accordance with applicable law.
- B.** Client understands that First Choice obtains the information in its Consumer Reports and Investigative Consumer Reports from various third-party sources "AS IS" and, therefore, is providing the information to Client "AS IS". **FIRST CHOICE BACKGROUND SCREENING MAKES NO REPRESENTATION OR WARRANTY WHATSOEVER, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE OR IMPLIED WARRANTIES ARISING FROM THE COURSE OF DEALING OR A COURSE OF PERFORMANCE; FIRST CHOICE BACKGROUND SCREENING EXPRESSLY DISCLAIMS ANY AND ALL SUCH REPRESENTATIONS AND WARRANTIES.**
- C.** In addition to any indemnification obligation set forth elsewhere in this Agreement, Client shall indemnify and hold harmless First Choice, its affiliates, and subsidiaries and their respective officers, directors, employees, agents, and insurers from and against any and all damages, penalties, losses, liabilities, judgments, settlements, awards, costs, and expenses (including reasonable attorneys' fees and expenses) arising out of or in connection with any third-party claims, assertions, demands, causes of action, suits, proceedings or other actions, whether at law or in equity, related in any manner to: (i) any breach by Client of this Agreement or addenda to this Agreement, (ii) Client's violation of applicable laws or ordinances, or (iii) Client's negligence, misconduct, recklessness, errors or omissions.

FIRST CHOICE BACKGROUND SCREENING SHALL NOT BE LIABLE TO CLIENT FOR ANY CONSEQUENTIAL, INCIDENTAL, PUNITIVE, SPECIAL,

FIRST CHOICE CLIENT AGREEMENT

EXEMPLARY, OR INDIRECT DAMAGES (INCLUDING LOST PROFITS OR SAVINGS), EVEN IF FIRST CHOICE BACKGROUND SCREENING WAS ADVISED OF THE POSSIBILITY OF THE OCCURRENCE OF SUCH DAMAGES. IN ADDITION, FIRST CHOICE BACKGROUND SCREENING SHALL NOT BE LIABLE TO CLIENT UNDER ANY CIRCUMSTANCES FOR AN AMOUNT THAT EXCEEDS THE TOTAL FEES PAID TO FIRST CHOICE BACKGROUND SCREENING BY CLIENT DURING THE 12 MONTHS BEFORE SUCH LIABILITY AROSE, OR \$20,000, WHICHEVER IS LOWER. BOTH PARTIES AGREE THAT THE PRICES AFFORDED TO CLIENT ARE PREMISED ON THIS CAP ON DAMAGES.

10. Term.

- A. The initial term of this agreement is three years (“Initial Term”). The Agreement shall automatically renew for successive one year terms (“Renewal Term”) unless either party provides written notice of an intent to terminate the Agreement to the other party at least 30 days prior to the end of the applicable term.
- B. First Choice may terminate this Agreement at any time during the Initial Term or a Renewal Term for any reason upon 30 days’ written notice to Client. First Choice may also terminate this Agreement immediately upon written notice if Client is the debtor in a bankruptcy action or in an assignment for the benefit of creditors or if Client undergoes a change in ownership. In addition, First Choice may terminate the Agreement immediately if it determines that Client has violated the Agreement or a separate legal requirement, or if it determines that there has been a material change in existing legal requirements that adversely affects the Agreement.
- C. Client shall only be permitted to terminate this Agreement during a term if First Choice breaches this Agreement and fails to cure such a breach within 30 days of receiving a written notice from Client detailing the nature of such a breach. In such an instance, Client shall have 30 days to terminate the Agreement following First Choice’s failure to cure. Client shall effectuate termination by providing a written notice of termination to First Choice.

11. Fees and Invoices.

- A. Client shall be responsible for paying all fees for services rendered to it, consistent with the signed “Proposal” Document. In addition to service fees, Client shall be responsible for all data access charges or similar charges incurred by First Choice in carrying out the requested searches/verifications (e.g., applicable court access costs or surcharges levied by federal, state, county governments, or governmental agencies, or fees charged by educational institutions, employer verification lines, licensing agencies, or other third-parties for access to information). Client shall also be responsible for charges resulting from Client’s own errors (e.g., inputting data incorrectly or making duplicate requests).
- B. Except as detailed in Section 11(c) below, First Choice shall lock the prices of service fees at the levels stated in the signed “Proposal Document” during the Initial Term, provided that the number of Reports ordered during each year of this Agreement fall within 20% of Client’s estimated report number specified on Attachment I. If Client does not meet this Report threshold in a year, First Choice may increase prices for the next year up to 20%.
- C. The price lock described in this section does not apply to third-party data access charges or similar charges, described in Section 11(A), above nor does it apply to service fee prices on occupational health and medical testing services.

FIRST CHOICE CLIENT AGREEMENT

- D. If the Agreement renews for one or more successive one-year terms, First Choice may raise service fee prices up to 20% from the prices afforded to Client during the prior year. First Choice will provide Client with notice of service fees changes 30 days ahead of the 30 day renewal period.
- E. Client will be billed monthly. Invoices are considered past due after thirty (30) days from date of invoice. Unpaid balances thereafter are subject to a monthly interest charge of up to 1.5% per month until the obligation is paid in full, as allowed by law. Client shall review all invoices furnished and shall notify First Choice of any discrepancies within thirty (30) days of receipt of the invoice. Absent an appropriate notice within thirty (30) days, the invoice will be deemed approved and accepted by Client. If it becomes necessary for First Choice to pursue any collection of any amount due from Client under this Agreement, in addition to the principal amount due and interest, First Choice shall be entitled to recover its costs of collection including, without limitation, reasonable attorney's fees, as allowed by law.

12. Miscellaneous.

- A. **Counterparts; Facsimile Signatures.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
- B. **Independent Contractor.** Each party is and shall remain an independent contractor. Neither party is authorized to assume or create an obligation or responsibility, express or implied, on behalf of or in the name of the other party or to bind the other party in any manner.
- C. **Address Change.** Client shall notify First Choice if Client changes its name or address.
- D. **Information for "Vetting Purposes".** Client shall be expected to provide certain information to First Choice regarding the nature of its business so that First Choice may appropriately "vet" Client before providing Reports.
- E. **General Legal Compliance.** Client shall comply with all laws applicable to its ordering, receipt, or use of Reports from First Choice.
- F. **Receipt of Federal Notices.** Client acknowledges that it has received a copy of "A Summary of Your Rights Under the Fair Credit Reporting Act" and "Notice to Users of Consumer Reports," which are attached as Exhibit A and B to this Agreement.
- G. **Audits.** First Choice shall have the right to conduct periodic audits of Client's compliance with this Agreement. In addition, certain third-party vendors, such as departments of motor vehicles and credit bureaus, require the right to audit Client either directly or through First Choice. The scope and frequency of any audit shall be at the reasonable discretion of First Choice and will be subject to requirements imposed by third-party vendors. First Choice will provide reasonable notice prior to conducting any audit provided that First Choice has received reasonable notice from any third-party vendor involved in the audit process. Any violations discovered as a result of such audit may be cause for immediate action by First Choice, including, but not limited to, immediate termination of this Agreement.
- H. **Forum Selection and Choice of Law.** Florida law and federal law will govern this Agreement for all matters except for collections. The parties agree that any legal disputes other than collection matters will be handled in state court in Florida or federal court in Florida. Both parties agree that personal jurisdiction exists in Florida.

FIRST CHOICE CLIENT AGREEMENT

- I. **Validity of Agreement.** The invalidity or unenforceability of any one provision of this Agreement shall not impair the validity and enforceability of the remaining provisions.
- J. **Force Majeure.** The obligation of First Choice to perform under this Agreement shall be excused if caused by matters beyond its reasonable control, including, without limitation, pandemic, government regulation or law, war or insurrection, civil commotion, destruction of production facilities or material by earthquake, fire, flood, storm or other natural disaster, labor disturbances, epidemic or failure of suppliers, public utilities or common carriers.
- K. **Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, provided, however, Client shall not assign or otherwise transfer this Agreement or any interest herein without the prior written consent of First Choice.
- L. **No Third-Party Beneficiaries.** Except as specifically provided for herein, this Agreement shall not confer any rights or remedies upon any person other than the parties hereto and their respective successors and permitted assigns.
- M. **No Waiver.** The failure of either party to insist on prompt performance of their duties shall not constitute a waiver of that duty.
- N. **Exhibits and Schedules Incorporated.** All Exhibits and Schedules attached hereto are incorporated herein.
- O. **Survival.** The following provisions shall survive termination of this Agreement: 3B(2)(d), 4, 6C (indemnification), 6D (indemnification), 7, 8, 9, 11, 12E, and 12H.
- P. **Entire Agreement.** This Agreement and any exhibits and schedules constitute the entire agreement between the parties and supersede all prior understanding, written or oral, between the parties with respect to the subject matter hereof. No changes or alterations may be made to this Agreement unless in writing signed by duly-authorized representatives of each party to this Agreement.

[SIGNATURE PAGE TO FOLLOW]

FIRST CHOICE CLIENT AGREEMENT

In signing this Agreement on behalf of Client, the individual below hereby certifies that he/she has direct knowledge of the facts addressed above and that **he/she is authorized to execute this Agreement on behalf of Client.**

Client's Legal Business Name

First Choice Research and Investigations, LLC

Signature: _____

Signature: _____

Name: _____

Name: Nicole Morales

Title: _____

Title: CEO

Date: _____

Date: _____

FIRST CHOICE CLIENT AGREEMENT

ATTACHMENT I

Client anticipates that it will order at least _____ Reports from First Choice each year during the Agreement.



City of Tampa
Purchasing

DeAnna Faggart, Director
 2555 E Hanna Ave, Tampa, FL 33610

EVALUATION TABULATION

RFP No. 25-P-00283

Background Investigation Services

RESPONSE DEADLINE: August 25, 2025 at 2:00 pm

Report Generated: Wednesday, October 15, 2025

SELECTED VENDOR

VENDOR RECOMMENDED BY THE EVALUATION PROCESS

Vendor	Location
First Choice Research and Investigations, LLC dba First Choice Background Screening	Davie, FL

VENDOR QUESTIONNAIRE PASS/FAIL

Question Title	AccuSourceHR, Inc.	Applicant Insight, Inc.	Command Investigations	First Choice Research and Investigations, LLC dba First Choice Background Screening	Hire Honest	Research Associates, Inc, DBA Thuro	The Orsus Group	Vcheck Global, LLC
Authorized Representative's Information	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass
Type of Organization	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass
Business License	Pass		Pass	Pass	Pass	Pass	Pass	Pass
License Number	Pass	Pass	Pass	Pass	Pass	Pass	No Response	Pass

EVALUATION TABULATION

RFP No. 25-P-00283

Background Investigation Services

Question Title	AccuSourceHR, Inc.	Applicant Insight, Inc.	Command Investigations	First Choice Research and Investigations, LLC dba First Choice Background Screening	Hire Honest	Research Associates, Inc, DBA Thuro	The Orsus Group	Vcheck Global, LLC
Please provide your name as listed with Sunbiz.	Pass	Pass	Pass	Pass	Pass	Pass	No Response	Pass
Public Record Declaration or Claim of Exemption	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass
Exemption form Public Records Law and Agreement to Indemnify and Defend the City of Tampa	Pass	No Response	No Response	No Response	No Response	No Response	No Response	No Response
Conflict(s) of Interest	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass
Conflict(s) of Interest	No Response	No Response	Pass	No Response	No Response	No Response	No Response	No Response
Response to Proposal	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass
Price Proposal	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass
Sub-Contracting Submittals	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass

EVALUATION TABULATION

Request For Proposal - Background Investigation Services

EVALUATION TABULATION

RFP No. 25-P-00283

Background Investigation Services

Question Title	AccuSourceHR, Inc.	Applicant Insight, Inc.	Command Investigations	First Choice Research and Investigations, LLC dba First Choice Background Screening	Hire Honest	Research Associates, Inc, DBA Thuro	The Orsus Group	Vcheck Global, LLC
Sub-Contractors	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass
I will send MBD-40 within 10 days of the bid opening.	Pass	No Response	No Response	No Response	No Response	No Response	No Response	No Response
PROPOSER'S AFFIDAVIT	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass
AFFIDAVIT OF COMPLIANCE WITH FLORIDA STATUTORY PROVISIONS	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass
Proposal Confirmation	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass
Criminal History Screening Practices	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass
Decline, with similar practices?	Pass	No Response	Pass	Pass	Pass	No Response	Pass	Pass
Documentation	No Response	Pass	No Response	No Response	No Response	Pass	No Response	No Response
Document Uploads	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass

EVALUATION TABULATION

Request For Proposal - Background Investigation Services

PHASE 1

EVALUATION CRITERIA

Criteria	Scoring Method	Weight (Points)
Methodology	Points Based	20 (20% of Total)

Description:

Criteria	Scoring Method	Weight (Points)
Firm's Experience and Qualifications	Points Based	20 (20% of Total)

Description:

Criteria	Scoring Method	Weight (Points)
Information Exchange Methods	Points Based	15 (15% of Total)

Description:

Criteria	Scoring Method	Weight (Points)
Cost to the City	Points Based	15 (15% of Total)

Description:

EVALUATION TABULATION

RFP No. 25-P-00283

Background Investigation Services

Criteria	Scoring Method	Weight (Points)
References	Points Based	5 (5% of Total)

Description:

Criteria	Scoring Method	Weight (Points)
WMBE/SLBE Participation	Points Based	20 (20% of Total)

Description:

Criteria	Scoring Method	Weight (Points)
Proposer's Criminal History Screening Practices	Points Based	5 (5% of Total)

Description:

AGGREGATE SCORES SUMMARY

Vendor	Evaluator 1	Evaluator 2	Evaluator 3	Evaluator 4	Total Score (Max Score 100)
First Choice Research and Investigations, LLC dba First Choice Background Screening	70.8	75.8	74.8	74.8	74.06
Applicant Insight, Inc.	46.3	71.3	70.3	73.3	65.34
AccuSourceHR, Inc.	59.8	65.8	66.8	68.8	65.31
Research Associates, Inc, DBA Thuro	63.8	66.8	56.8	67.8	63.75

EVALUATION TABULATION

Request For Proposal - Background Investigation Services

EVALUATION TABULATION

RFP No. 25-P-00283

Background Investigation Services

Vendor	Evaluator 1	Evaluator 2	Evaluator 3	Evaluator 4	Total Score (Max Score 100)
Hire Honest	58	70	59	65	63
The Orsus Group	45.5	68.5	62.5	61.5	59.53
Command Investigations	43.5	66.5	61.5	37.5	52.28
Vcheck Global, LLC	22.3	55.3	50.3	48.3	44.04

VENDOR SCORES BY EVALUATION CRITERIA

Vendor	Methodology Points Based 20 Points (20%)	Firm's Experience and Qualifications Points Based 20 Points (20%)	Information Exchange Methods Points Based 15 Points (15%)	Cost to the City Points Based 15 Points (15%)	References Points Based 5 Points (5%)	WMBE/SLBE Participation Points Based 20 Points (20%)	Proposer's Criminal History Screening Practices Points Based 5 Points (5%)	Total Score (Max Score 100)
First Choice Research and Investigations, LLC dba First Choice Background Screening	18.3	18	14	9.8	4	10	0	74.06
Applicant Insight, Inc.	17	17	13.5	13.3	4.5	0	0	65.34
AccuSourceHR, Inc.	18	19.5	14.5	8.8	4.5	0	0	65.31
Research Associates, Inc, DBA Thuro	17.8	18.3	14	9.8	4	0	0	63.75
Hire Honest	15.8	16.3	12.3	15	3.8	0	0	63

EVALUATION TABULATION

Request For Proposal - Background Investigation Services

EVALUATION TABULATION

RFP No. 25-P-00283

Background Investigation Services

Vendor	Methodology Points Based 20 Points (20%)	Firm's Experience and Qualifications Points Based 20 Points (20%)	Information Exchange Methods Points Based 15 Points (15%)	Cost to the City Points Based 15 Points (15%)	References Points Based 5 Points (5%)	WMBE/SLBE Participation Points Based 20 Points (20%)	Proposer's Criminal History Screening Practices Points Based 5 Points (5%)	Total Score (Max Score 100)
The Orsus Group	14.8	15.5	12.8	12.5	4	0	0	59.53
Command Investigations	13.8	12.8	12.3	9.5	4	0	0	52.28
Vcheck Global, LLC	13	13	10.3	4.3	3.5	0	0	44.04

INDIVIDUAL PROPOSAL SCORES

AccuSourceHR, Inc.	
Methodology Points Based 20 Points (20%)	
Evaluator 1: 15	partner ship with other software companies.
Evaluator 2: 18	well organized
Evaluator 3: 19	Good experience.
Evaluator 4: 20	Capable of processing 3.3 million requests annually. Info is delivered electronically
Firm's Experience and Qualifications Points Based 20 Points (20%)	

EVALUATION TABULATION

RFP No. 25-P-00283

Background Investigation Services

Evaluator 1: 18

US based with 20 years exp. Large client group.

Evaluator 2: 20

good experience and qualifications

Evaluator 3: 20

Current vendor, knows business.

Evaluator 4: 20

Founded in 1999 Services numerous industries

Information Exchange Methods | Points Based | 15 Points (15%)

Evaluator 1: 15

Great information distribution. Great database search capabilities, including social media. one hour turnaround for information.

Evaluator 2: 14

good exchange of information

Evaluator 3: 14

Capable system.

Evaluator 4: 15

Web based platform, supports unlimited volume, offers numerous reports to support decision-making

Cost to the City | Points Based | 15 Points (15%)

Evaluator 1: 8.81

AccuSource submitted a comprehensive package with one add on.

Evaluator 2: 8.81

AccuSource submitted a comprehensive package with one add on.

Evaluator 3: 8.81

AccuSource submitted a comprehensive package with one add on.

Evaluator 4: 8.81

AccuSource submitted a comprehensive package with one add on.

References | Points Based | 5 Points (5%)

Evaluator 1: 3

adequate

Evaluator 2: 5

good references

Evaluator 3: 5

No major issues, responsive to inquiries.

Evaluator 4: 5

Required 3 references included, all three are in the public sector, State & County

WMBE/SLBE Participation | Points Based | 20 Points (20%)

Evaluator 1: 0

EBO score of 0 points. The Contractor is using no City-Certified subcontractors for meaningful tasks. The total utilization of the city-certified firms is 0% of the contract's scope. o Other Sub: iProtect Screening = 71% of scope

Evaluator 2: 0

EBO score of 0 points. The Contractor is using no City-Certified subcontractors for meaningful tasks. The total utilization of the city-certified firms is 0% of the contract's scope. o Other Sub: iProtect Screening = 71% of scope

Evaluator 3: 0

EBO score of 0 points. The Contractor is using no City-Certified subcontractors for meaningful tasks. The total utilization of the city-certified firms is 0% of the contract's scope. o Other Sub: iProtect Screening = 71% of scope

Evaluator 4: 0

EBO score of 0 points. The Contractor is using no City-Certified subcontractors for meaningful tasks. The total utilization of the city-certified firms is 0% of the contract's scope. o Other Sub: iProtect Screening = 71% of scope

Proposer's Criminal History Screening Practices | Points Based | 5 Points (5%)

Evaluator 1: 0

No Criminal History Practices

Evaluator 2: 0

No Criminal History Practices

Evaluator 3: 0

No Criminal History Practices

Evaluator 4: 0

No Criminal History Practices

Applicant Insight, Inc.

Methodology | Points Based | 20 Points (20%)

Evaluator 1: 10

processes are adequate. continuous availability with 24/7 access.

Evaluator 2: 19

interesting methodology, services cast a wider network of criminal records, a couple spelling and grammatical errors in proposal opening pages

Evaluator 3: 19

Detailed fee report.

Evaluator 4: 20

Full customization of programs; automated report grading; offers 24/7 real-time status access

Firm's Experience and Qualifications | Points Based | 20 Points (20%)

Evaluator 1: 10

35 yrs. exp. Did not see experience of the representatives.

Evaluator 2: 19

34 years experience

Evaluator 3: 19

Average times included.

Evaluator 4: 20

35 years conducting background investigation services

Information Exchange Methods | Points Based | 15 Points (15%)

Evaluator 1: 10

Turnaround time not bad for the various searches. Customize searches. Over 150 screening types.

Evaluator 2: 15

good technology and integration

Evaluator 3: 14

System seems capable.

Evaluator 4: 15

real human customer service National Account Manager will be available by phone and email

Cost to the City | Points Based | 15 Points (15%)

Evaluator 1: 13.34

Applicant Insight submitted separate pricing for everything.

Evaluator 2: 13.34

Applicant Insight submitted separate pricing for everything.

Evaluator 3: 13.34

Applicant Insight submitted separate pricing for everything.

Evaluator 4: 13.34

Applicant Insight submitted separate pricing for everything.

References | Points Based | 5 Points (5%)

Evaluator 1: 3

Limited references.

Evaluator 2: 5

high volume with Nashville school system

Evaluator 3: 5

Ref spoke highly, high volume gov't agency, sensitive employer (kids).

Evaluator 4: 5

Required 3 references included, all three are in the public sector, City & Public Schools

WMBE/SLBE Participation | Points Based | 20 Points (20%)

Evaluator 1: 0

EBO score of 0 points. The Contractor is using no City-Certified subcontractors for meaningful tasks. The total utilization of the city-certified firms is 0% of the contract's scope.

Evaluator 2: 0

EBO score of 0 points. The Contractor is using no City-Certified subcontractors for meaningful tasks. The total utilization of the city-certified firms is 0% of the contract's scope.

Evaluator 3: 0

EBO score of 0 points. The Contractor is using no City-Certified subcontractors for meaningful tasks. The total utilization of the city-certified firms is 0% of the contract's scope.

Evaluator 4: 0

EBO score of 0 points. The Contractor is using no City-Certified subcontractors for meaningful tasks. The total utilization of the city-certified firms is 0% of the contract's scope.

Proposer's Criminal History Screening Practices Points Based 5 Points (5%)	
	Evaluator 1: 0
No Criminal History Practices	
	Evaluator 2: 0
No Criminal History Practices	
	Evaluator 3: 0
No Criminal History Practices	
	Evaluator 4: 0
No Criminal History Practices	

Command Investigations	
Methodology Points Based 20 Points (20%)	
	Evaluator 1: 10
Flexible history search methods, 48 hour turnaround, internal branch designated for Tampa	
	Evaluator 2: 18
good methodology, simplified screenings	
	Evaluator 3: 17
Seem capable.	
	Evaluator 4: 10
committed to meeting the City's 48-hour turnaround requirement whenever possible	

Firm's Experience and Qualifications Points Based 20 Points (20%)

Evaluator 1: 10

Command Investigations has only been in business 10 years. Key staff assigned to Tampa has over 50 yrs. exp.

Evaluator 2: 19

good experience

Evaluator 3: 17

Investigations history good.

Evaluator 4: 5

Unclear as to the amount of experience this company has

Information Exchange Methods | Points Based | 15 Points (15%)

Evaluator 1: 10

24/7 access, adequate contingency for record delays, integrated and has a wide range of HRIS tracking systems, flexible with search methods and criteria.

Evaluator 2: 15

seamless information exchange

Evaluator 3: 14

Reports detailed. System seems capable.

Evaluator 4: 10

platform is secure, mobile-friendly, and compatible with Windows-11

Cost to the City | Points Based | 15 Points (15%)

Evaluator 1: 9.53

Command Investigations submitted separate pricing for everything.

Evaluator 2: 9.53

Command Investigations submitted separate pricing for everything.

EVALUATION TABULATION

RFP No. 25-P-00283

Background Investigation Services

Evaluator 3: 9.53

Command Investigations submitted separate pricing for everything.

Evaluator 4: 9.53

Command Investigations submitted separate pricing for everything.

References | Points Based | 5 Points (5%)

Evaluator 1: 4

Respectable client base, experience with government agencies.

Evaluator 2: 5

low volume of background checks

Evaluator 3: 4

Gov't agency, much lower volume, but happy.

Evaluator 4: 3

completion time varies, depending on task

WMBE/SLBE Participation | Points Based | 20 Points (20%)

Evaluator 1: 0

EBO score of 0 points. The Contractor is using no City-Certified subcontractors for meaningful tasks. The total utilization of the city-certified firms is 0% of the contract's scope.

Evaluator 2: 0

EBO score of 0 points. The Contractor is using no City-Certified subcontractors for meaningful tasks. The total utilization of the city-certified firms is 0% of the contract's scope.

Evaluator 3: 0

EBO score of 0 points. The Contractor is using no City-Certified subcontractors for meaningful tasks. The total utilization of the city-certified firms is 0% of the contract's scope.

Evaluator 4: 0

EBO score of 0 points. The Contractor is using no City-Certified subcontractors for meaningful tasks. The total utilization of the city-certified firms is 0% of the contract's scope.

Proposer's Criminal History Screening Practices Points Based 5 Points (5%)	
	Evaluator 1: 0
No Criminal History Practices	
	Evaluator 2: 0
No Criminal History Practices	
	Evaluator 3: 0
No Criminal History Practices	
	Evaluator 4: 0
No Criminal History Practices	

First Choice Research and Investigations, LLC dba First Choice Background Screening	
Methodology Points Based 20 Points (20%)	
	Evaluator 1: 18
great implementation process. Thorough review process for compliance. secure online portal with 24/7 access. 96% searches completed within 48 hours.	
	Evaluator 2: 18
uses instascreen, quick app	
	Evaluator 3: 19
Detailed presentation.	
	Evaluator 4: 18
Turnaround time 24-72 hours mostly. The system enables you to order, retrieve, view, and track a pending report in "real-time" - 24 hours a day, 7 days a week from any mobile device or computer	

Firm's Experience and Qualifications | Points Based | 20 Points (20%)

Evaluator 1: 15

over 30 yrs. exp. research team has many years of exp. Extensive background checks per year.

Evaluator 2: 19

in business since 1996

Evaluator 3: 18

Light personnel info.

Evaluator 4: 20

Florida Corp since 1996 50 internal staff & over 2500 field personnel. Over 600 nationwide clients Conducts over 900,000 background checks per year

Information Exchange Methods | Points Based | 15 Points (15%)

Evaluator 1: 15

flexible and thorough search methods. customized searches. Firstwatch seems like a great research tool. great turnaround based on search criteria.

Evaluator 2: 14

good tech

Evaluator 3: 14

Detailed screen shots.

Evaluator 4: 13

Fully automated web-based technology. Does not offshore or outsource to call centers

Cost to the City | Points Based | 15 Points (15%)

Evaluator 1: 9.81

First Choice submitted separate pricing for everything. Also submitted some extra third parties fees.

Evaluator 2: 9.81

First Choice submitted separate pricing for everything. Also submitted some extra third parties fees.

Evaluator 3: 9.81

First Choice submitted separate pricing for everything. Also submitted some extra third parties fees.

Evaluator 4: 9.81

First Choice submitted separate pricing for everything. Also submitted some extra third parties fees.

References | Points Based | 5 Points (5%)

Evaluator 1: 3

adequate references based in Florida.

Evaluator 2: 5

99% retention

Evaluator 3: 4

Good ref fm a smaller (less volume) gov't agency.

Evaluator 4: 4

Required 3 references included, all three are in the public sector, City & County

WMBE/SLBE Participation | Points Based | 20 Points (20%)

Evaluator 1: 10

EBO score of 10 points. The Contractor is a City-Certified Prime contractor, using no city-certified subcontractors. The total utilization of the city-certified firms is 100% of the contract's scope.

Evaluator 2: 10

EBO score of 10 points. The Contractor is a City-Certified Prime contractor, using no city-certified subcontractors. The total utilization of the city-certified firms is 100% of the contract's scope.

Evaluator 3: 10

EBO score of 10 points. The Contractor is a City-Certified Prime contractor, using no city-certified subcontractors. The total utilization of the city-certified firms is 100% of the contract's scope.

Evaluator 4: 10

EBO score of 10 points. The Contractor is a City-Certified Prime contractor, using no city-certified subcontractors. The total utilization of the city-certified firms is 100% of the contract's scope.

Proposer's Criminal History Screening Practices | Points Based | 5 Points (5%)

Evaluator 1: 0

No Criminal History Practices

Evaluator 2: 0

No Criminal History Practices

Evaluator 3: 0

No Criminal History Practices

Evaluator 4: 0

No Criminal History Practices

Hire Honest

Methodology | Points Based | 20 Points (20%)

Evaluator 1: 15

Structured approach for resolving issues. Comprehensive records retention. Great approach to discussing work plan, kickoff mtgs. raining, testing, validations.

Evaluator 2: 18

industry standard

Evaluator 3: 15

Basic

Evaluator 4: 15

optimized for use on various devices, including desktops, tablets, and smartphones

Firm's Experience and Qualifications | Points Based | 20 Points (20%)

Evaluator 1: 15

over 35 yrs. of industry exp. staff of approximately 50 members. Exec. staff has many years of exp. Handle everything inhouse with no third parties. Tampa team stationed in Utah.

Evaluator 2: 18

35 years

Evaluator 3: 14

Proposal seemed basic.

Evaluator 4: 18

Over 35 years of experience Employs 15-50

Information Exchange Methods | Points Based | 15 Points (15%)

Evaluator 1: 10

customization of background searches. 24-48 turnaround time for standard searches. Client promptly notified of any delays. Ability to manage background fluctuations.

Evaluator 2: 14

similar to others

Evaluator 3: 12

Sample report was brief.

Evaluator 4: 13

Web-based system 24/7 access to managers via email, phone and text 12-48 hours if not faster.

Cost to the City | Points Based | 15 Points (15%)

Evaluator 1: 15

Hire Honest submitted separate pricing for everything. I had to add extra for the Criminal Database and History.

Evaluator 2: 15

Hire Honest submitted separate pricing for everything. I had to add extra for the Criminal Database and History.

Evaluator 3: 15

Hire Honest submitted separate pricing for everything. I had to add extra for the Criminal Database and History.

Evaluator 4: 15

Hire Honest submitted separate pricing for everything. I had to add extra for the Criminal Database and History.

References | Points Based | 5 Points (5%)

Evaluator 1: 3

Reference check and client list admirable.

Evaluator 2: 5

good references

Evaluator 3: 3

Appears no similar customer

Evaluator 4: 4

8 references, mostly the private sector

WMBE/SLBE Participation | Points Based | 20 Points (20%)

Evaluator 1: 0

EBO score of 0 points. The Contractor is using no City-Certified subcontractors for meaningful tasks. The total utilization of the city-certified firms is 0% of the contract's scope.

Evaluator 2: 0

EBO score of 0 points. The Contractor is using no City-Certified subcontractors for meaningful tasks. The total utilization of the city-certified firms is 0% of the contract's scope.

Evaluator 3: 0

EBO score of 0 points. The Contractor is using no City-Certified subcontractors for meaningful tasks. The total utilization of the city-certified firms is 0% of the contract's scope.

Evaluator 4: 0

EBO score of 0 points. The Contractor is using no City-Certified subcontractors for meaningful tasks. The total utilization of the city-certified firms is 0% of the contract's scope.

Proposer's Criminal History Screening Practices | Points Based | 5 Points (5%)

Evaluator 1: 0

No Criminal History Practices

Evaluator 2: 0

No Criminal History Practices

Evaluator 3: 0

No Criminal History Practices

Evaluator 4: 0

No Criminal History Practices

Research Associates, Inc, DBA Thuro

Methodology | Points Based | 20 Points (20%)

Evaluator 1: 18

very thorough opening and general statement, and operational plan. quality control review before release. Did not provide some research methods as the others. strategic compliance partners and plan.

Evaluator 2: 19

consistent methodology

Evaluator 3: 15

Basic presentation.

Evaluator 4: 19

24/7 system access, hosted on secure private servers

Firm's Experience and Qualifications | Points Based | 20 Points (20%)

Evaluator 1: 18

more than 70 yrs. exp. executive staff above average exp. Dedicated team to support COT.

Evaluator 2: 19

big 4 clients

Evaluator 3: 16

Personnel appear capable.

Evaluator 4: 20

70 years of continuous operation, decades of municipal & corporate client service with a range of experience

Information Exchange Methods | Points Based | 15 Points (15%)

Evaluator 1: 15

real time updates, automated reports with 24/7 access. 24/48 turnaround. customized reports with on demand compliance reports

Evaluator 2: 14

industry standards

Evaluator 3: 13

Reports are clear. Limited system info.

Evaluator 4: 14

secure, customizable platform with integrations and real-time reporting

Cost to the City | Points Based | 15 Points (15%)

Evaluator 1: 9.75

Research Associates submitted separate pricing for everything. They did not submit pricing for Social Security Record.

Evaluator 2: 9.75

Research Associates submitted separate pricing for everything. They did not submit pricing for Social Security Record.

Evaluator 3: 9.75

Research Associates submitted separate pricing for everything. They did not submit pricing for Social Security Record.

Evaluator 4: 9.75

Research Associates submitted separate pricing for everything. They did not submit pricing for Social Security Record.

References | Points Based | 5 Points (5%)

Evaluator 1: 3

Some exp. with government entities, however, I did not see any govt. references.

Evaluator 2: 5

low volume with reference who returned call

Evaluator 3: 3

Gov.t agency provided is very small.

Evaluator 4: 5

Required 3 references included, Fire/Police and private

WMBE/SLBE Participation | Points Based | 20 Points (20%)

Evaluator 1: 0

EBO score of 0 points. The Contractor is using no City-Certified subcontractors for meaningful tasks. The total utilization of the city-certified firms is 0% of the contract's scope.

EVALUATION TABULATION

RFP No. 25-P-00283

Background Investigation Services

Evaluator 2: 0

EBO score of 0 points. The Contractor is using no City-Certified subcontractors for meaningful tasks. The total utilization of the city-certified firms is 0% of the contract's scope.

Evaluator 3: 0

EBO score of 0 points. The Contractor is using no City-Certified subcontractors for meaningful tasks. The total utilization of the city-certified firms is 0% of the contract's scope.

Evaluator 4: 0

EBO score of 0 points. The Contractor is using no City-Certified subcontractors for meaningful tasks. The total utilization of the city-certified firms is 0% of the contract's scope.

Proposer's Criminal History Screening Practices | Points Based | 5 Points (5%)

Evaluator 1: 0

No Criminal History Practices

Evaluator 2: 0

No Criminal History Practices

Evaluator 3: 0

No Criminal History Practices

Evaluator 4: 0

No Criminal History Practices

The Orsus Group

Methodology | Points Based | 20 Points (20%)

Evaluator 1: 10

Has a four phase onboarding approach. Empowers candidates to assist with process, thereby decreasing HR workload. Customized search methods. Will allow a 10-15 day pilot to confirm and validate performance.

Evaluator 2: 18

orsus gateway for candidates

Evaluator 3: 16

Seems capable.

Evaluator 4: 15

tailored, compliant, and scalable screening programs used. API and flat-file integration with leading HRIS and ATS platforms

Firm's Experience and Qualifications | Points Based | 20 Points (20%)

Evaluator 1: 10

17 yrs. in the industry. Executive staff over 70 yrs. exp.

Evaluator 2: 19

good experience

Evaluator 3: 16

Stated target was 48 hours, no average provided.

Evaluator 4: 17

More than 17 years of public-sector experience; 70 plus years combined in screening & HR operations

Information Exchange Methods | Points Based | 15 Points (15%)

Evaluator 1: 10

will provide decision ready reports. 24-48 hour turnaround. Various search capabilities, did not include a social media search.

Evaluator 2: 14

good tech

Evaluator 3: 14

Seems capable. Customizable.

Evaluator 4: 13

Windows-compatible technology, targeting 48-hour turnaround time; secure web-based portal

Cost to the City | Points Based | 15 Points (15%)

Evaluator 1: 12.53

Orsus Group appeared to have submitted a comprehensive package with some add ons.

Evaluator 2: 12.53

Orsus Group appeared to have submitted a comprehensive package with some add ons.

Evaluator 3: 12.53

Orsus Group appeared to have submitted a comprehensive package with some add ons.

Evaluator 4: 12.53

Orsus Group appeared to have submitted a comprehensive package with some add ons.

References | Points Based | 5 Points (5%)

Evaluator 1: 3

limited references provided (3).

Evaluator 2: 5

high volume

Evaluator 3: 4

Ref spoke highly of services. Though mentioned as clients, no gov't refs provided.

Evaluator 4: 4

Required 3 references included, all private sector

WMBE/SLBE Participation | Points Based | 20 Points (20%)

Evaluator 1: 0

EBO score of 0 points. The Contractor is using no City-Certified subcontractors for meaningful tasks. The total utilization of the city-certified firms is 0% of the contract's scope.

limited information

Evaluator 2: 0

EBO score of 0 points. The Contractor is using no City-Certified subcontractors for meaningful tasks. The total utilization of the city-certified firms is 0% of the contract's scope.

Evaluator 3: 0

EBO score of 0 points. The Contractor is using no City-Certified subcontractors for meaningful tasks. The total utilization of the city-certified firms is 0% of the contract's scope.

Evaluator 4: 0

EBO score of 0 points. The Contractor is using no City-Certified subcontractors for meaningful tasks. The total utilization of the city-certified firms is 0% of the contract's scope.

Proposer's Criminal History Screening Practices | Points Based | 5 Points (5%)

Evaluator 1: 0

No Criminal History Practices

Evaluator 2: 0

No Criminal History Practices

Evaluator 3: 0

No Criminal History Practices

Evaluator 4: 0

No Criminal History Practices

Vcheck Global, LLC

Methodology | Points Based | 20 Points (20%)

Evaluator 1: 5

Evaluator 2: 17
difficulty accessing/understanding methodology

Evaluator 3: 15
Basic presentation

Evaluator 4: 15
either as bespoke single requests, or as a combined report (Criminal Only Reports or Base Level Reports).

Firm's Experience and Qualifications | Points Based | 20 Points (20%)

Evaluator 1: 5
limited information did not see any staff information or exp, nor did I see any firms exp.

Evaluator 2: 17
not as clear

Evaluator 3: 15
Limited info on acct reps.

Evaluator 4: 15
been in business for over 12 years.

Information Exchange Methods | Points Based | 15 Points (15%)

Evaluator 1: 5
limited information

Evaluator 2: 13
could use further clarification

Evaluator 3: 13
Systems seems capable, very quick video sample.

Evaluator 4: 10

Windows 11-compatible software platform; turn around time 3 business days

Cost to the City | Points Based | 15 Points (15%)

Evaluator 1: 4.29

VCheck Global submitted separate pricing for everything.

Evaluator 2: 4.29

VCheck Global submitted separate pricing for everything.

Evaluator 3: 4.29

VCheck Global submitted separate pricing for everything.

Evaluator 4: 4.29

VCheck Global submitted separate pricing for everything.

References | Points Based | 5 Points (5%)

Evaluator 1: 3

Limited references, only provided three

Evaluator 2: 4

references were limited

Evaluator 3: 3

No response from references.

Evaluator 4: 4

Required 3 references included, public and private sector

WMBE/SLBE Participation | Points Based | 20 Points (20%)

Evaluator 1: 0

EBO score of 0 points. The Contractor is using no City-Certified subcontractors for meaningful tasks. The total utilization of the city-certified firms is 0% of the contract's scope.

Evaluator 2: 0

EBO score of 0 points. The Contractor is using no City-Certified subcontractors for meaningful tasks. The total utilization of the city-certified firms is 0% of the contract's scope.

Evaluator 3: 0

EBO score of 0 points. The Contractor is using no City-Certified subcontractors for meaningful tasks. The total utilization of the city-certified firms is 0% of the contract's scope.

Evaluator 4: 0

EBO score of 0 points. The Contractor is using no City-Certified subcontractors for meaningful tasks. The total utilization of the city-certified firms is 0% of the contract's scope.

Proposer's Criminal History Screening Practices | Points Based | 5 Points (5%)

Evaluator 1: 0

No Criminal History Practices

Evaluator 2: 0

No Criminal History Practices

Evaluator 3: 0

No Criminal History Practices

Evaluator 4: 0

No Criminal History Practices

Agreement For Background Investigation Services

This Agreement For Background Investigative Services ("Agreement") is made and entered into this _____ day of _____, 2025, by and between the City of Tampa, a municipal corporation organized and existing under the Laws of the State of Florida ("City"), the address of which is 315 East Kennedy Boulevard, Tampa, Florida 33602 and First Choice Background Screening ("Contractor"), the address of which is 4611 South University Drive #314, Davie, Florida 33328.

In consideration of the mutual stipulations, agreements, and covenants contained herein, the parties have agreed and hereby agree with each other, or their executors, administrators, heirs or successors, and assigns, as follows:

1. Contractor shall, at its own cost and expense, furnish the scope of services described below and all material, equipment, software and interfaces, vehicle, tools, and labor necessary for and to carry out in good, firm, substantial, and workmanlike manner the following services as specified in the Contract Documents consisting of this Agreement and the following:
 - a. City's Request for Proposals No. 25-P-00120 for Background Investigative Services, including all attachments
 - b. Contractor's Proposal in response to City's Request for Proposals No. 25-P-00120 for Background Investigative Services, including all attachments ("Proposal")
 - c. Insurance Requirements as set forth in the City's Request for Proposals No. 25-P-00120 for Background Investigative Services

This Agreement and the other Contract Documents shall, to the extent possible, be interpreted as consistent among each other. If there is any inconsistent provision, the terms and conditions of this Agreement shall have precedence over the other Contract Documents, and the other Contract Documents shall have precedence in the order of priority listed above with the first listed document having the highest priority among these other Contract Documents. If any provision of this Agreement or the other Contract Documents conflicts with any other purchase order, agreement or document, this Agreement and the other Contract Documents shall control. If there is a conflict between the body of this Agreement and its exhibits, the body of this Agreement shall control.

2. Contractor shall charge the City for services performed in accordance with the prices listed on Exhibit 2, which is attached to and incorporated into this Agreement.
3. This Agreement shall commence immediately upon the execution of this Agreement by both parties and shall continue through the completion of this Agreement in accordance with the Contract Documents. The initial term of this Agreement shall be for one (1) year with an option to extend this Agreement for four (4) additional one (1) year terms upon mutual agreement of the parties.

The City, through its Director of Purchasing, has the option, and reserves the right, to unilaterally extend this Agreement's original term or any renewal term (collectively, the "Term") for up to three (3) additional thirty (30) day periods at the same terms and conditions of this Agreement. The City shall provide notice of the City's intent to renew this Agreement in writing to Contractor prior to the expiration of this Agreement or the renewal period if this Agreement has been previously renewed.

4. Contractor shall abide by, comply with, duly perform, and be bound by all the terms, provisions, conditions, and agreements contained in the Contract Documents. Upon the faithful performance of the services contained in the Contract Documents by Contractor, the City shall pay Contractor for services performed and labor furnished at the prices set forth in the Proposal, Tab 10-Compensation.

5.

- a. Contractor agrees to release, defend, indemnify, and hold harmless the City and the City's agents, officials, and employees from and against any and all liabilities, claims, suits, damages, charges, or expenses (including reasonable attorneys' fees, whether at trial or appeal) which the City may suffer, sustain, incur, or in any way be subjected to by reason of or as a result of any act, negligence, or omission on the part of Contractor or Contractor's agents or employees in the execution or performance of the obligations assumed under, or incidental to, this Agreement, except when caused by the fault, failure, or negligence of the City or the City's agents, officials, or employees.
- b. Whenever Contractor is required or desires to use any design, device, material, or process covered by letters of patent or copyright, Contractor shall defend, indemnify, and hold harmless the City, or its agents, officials, and employees, from any and all claims for infringement by reason of the use of any such patented design, tool, material, equipment, or process to be performed or used under this Agreement and the other Contract Documents and shall indemnify the City and the City's agents, officials, and employees for any costs, expenses, and damages which may be incurred by reason of any infringement at any time during the prosecution or after the completion of the work.

Contractor warrants that there has been no violation of copyrights, patent, or other intellectual or proprietary rights in manufacturing, producing, and/or selling the item(s) ordered or shipped as a result of the Proposal, and Contractor agrees to release, defend, indemnify, and hold harmless the City from any and all liability, loss, or expense by any such violation, including litigation costs and reasonable attorneys' fees through the appellate process and damages which may be incurred by reason of any infringement at any time during the prosecution or after the completion of work.

- c. The City is not required to release, defend, indemnify, or hold harmless Contractor, or its agents, officials, and employees, from and against any and all liabilities, claims, suits, damages, charges, or expenses (including reasonable attorneys' fees, whether at trial or appeal) which Contractor may suffer, sustain, incur, or in any way be subjected to by reason of or as a result of any act, negligence, or omission on the part of the City or the City's agents, officials, or employees in the execution or performance of the obligations assumed under, or incidental to, this Agreement.
6. To the extent permitted by applicable law, this Agreement, and all rights or obligations hereunder, is not assignable, in whole or in part, by operation of law, acquisition of assets, merger, consolidation, dissolution, or otherwise, without the advance written approval of the other party to this Agreement. Any attempted assignment of this Agreement by a party without the advance written approval of the other party shall be invalid and unenforceable against the other party. Any approved assignment of this Agreement by Contractor shall not relieve Contractor from the performance of its duties, covenants, agreements, obligations, and undertakings under this Agreement unless the assignment expressly provides otherwise. No assignment by Contractor shall be effective unless the assignee confirms in writing to the City that the assignee accepts and shall comply with all of Contractor's duties, responsibilities, and obligations. Notwithstanding the foregoing, the City may assign its rights under this Agreement (without Contractor's consent or approval) to a governmental successor of the City. An assignment by the City of its rights under this Agreement to a governmental successor of the City shall relieve the City from the performance of its duties, covenants, agreements, and obligations under this Agreement after the effective date of the assignment. However, the City shall continue to be liable for the obligations it incurred under this Agreement prior to the effective date of the assignment.
7. During the progress of the work under the Contract Documents, Contractor shall comply with applicable federal and state laws, rules, and regulations and Hillsborough County and City of Tampa ordinances.

8. Time is of the essence in performance of this Agreement. Contractor shall complete all work performed under the Contract Documents' terms and conditions within the time limits set forth in the Contract Documents, subject only to delays caused by force majeure as defined in the RFP, Section 12.18 Force Majeure.
9. Each notice, demand, request, approval, statement, and other communication required or permitted by this Agreement shall be valid only if it is (a) in writing (whether or not the applicable provision states that it must be in writing); (b) delivered in person, by email, or by telecopy, commercial courier, or first-class, postage prepaid, United States mail (certified or registered); and (c) addressed to the intended recipient as follows:

With copies to:

If to the City:

City of Tampa
Purchasing Department
2555 East Hanna Avenue
Tampa, Florida 33610
(813) 274-8351 (telephone)
(813) 274-8355 (telecopy)
Michelle.estevez@tampagov.net

with a copy to:

City of Tampa Attorney
City Attorney's Office
315 E. Kennedy Boulevard
5th Floor - City Hall
Tampa, Florida 33602
(813) 274-8996 (telephone)
(813) 274-8809 (telecopy)
Erin.bradley@tampagov.net

If to the Contractor:

First Choice Research and Investigations dba First Choice Background Screening
4611 S. University Dr., #314
Davie, FL 33328
Attn: Nicole Morales
(954) 449-7834 (telephone)
(888) 949-2010 (telecopy)
Nicole@firstchoicebackground.com

A validly given notice, consent, demand, approval, statement, or other communication (other than checks and other forms of payment) shall be effective on the earlier of its receipt, if delivered personally or by telecopy or commercial courier, or the fifth (5th) day after the day it is postmarked by the United States Postal Service, if delivered by postage prepaid, United States mail. Each party promptly shall notify the other party of any change in its mailing address or telecopy number for notices.

10. The First Choice Client Agreement is attached to and incorporated into this Agreement as Exhibit 1.
11. The laws of the State of Florida (without giving effect to its conflict of laws principles) shall govern all matters arising out of or relating to this Agreement. All disputes, actions, or proceedings arising out of or

related to this Agreement shall be subject to the exclusive jurisdiction of the courts of competent jurisdiction in Hillsborough County, Florida.

12. The parties may execute this Agreement in counterparts. Each executed counterpart of this Agreement shall constitute an original document. All executed counterparts, together, shall constitute the same agreement.
13. The Contract Documents constitute the entire agreement and understanding between the parties and supersede all prior and contemporaneous agreements, negotiations, representations, and warranties, whether oral or written, relating to the subject matter of this Agreement.
14. A waiver of any provision of this Agreement is valid only if in writing and signed by the party granting the waiver. No waiver of any right, power, or remedy shall be deemed a waiver of any other or subsequent right, power, or remedy under this Agreement. The failure of either party to insist on prompt performance of their duties shall not constitute a waiver of that duty.
15. Contractor shall perform its services under the Contract as an independent contractor, and nothing contained herein shall in any way be construed to constitute Contractor to be a representative, agent, subagent, or employee of the City or any political subdivision of the State of Florida. Each party is and shall remain an independent contractor. Neither party is authorized to assume or create an obligation or responsibility, express or implied, on behalf of or in the name of the other party or to bind the other party in any manner. Contractor understands and acknowledges that the City shall not withhold any federal income tax, social security tax, or state and local tax; secure workers' compensation insurance or employer's liability insurance of any kind; or take any other action with respect to Contractor's insurance or taxes.
16. Any provision of this Agreement that expressly or by implication is intended to come into or continue in force on or after termination or expiration of this Agreement shall remain in full force and effect.
17. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions of this Agreement shall remain in full force and effect. Upon such determination that any provision is invalid, void, or unenforceable, the parties shall negotiate in good faith to modify this Agreement to effect the original intent of the parties in order that the transactions contemplated by this Agreement be consummated as originally contemplated to the greatest extent possible.
18. The parties agree that this Agreement may be executed and delivered by PDF or by means of other electronic signature. The electronic, digital, or hard copies of this Agreement as signed, or otherwise accepted, by each will be true, complete, valid, authentic, and enforceable copies of this Agreement.

[SIGNATURES TO APPEAR ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement on the date set forth above.

CITY OF TAMPA

ATTEST:

(SEAL) CITY CLERK/DEPUTY CITY CLERK

JANE CASTOR, MAYOR

APPROVED AS TO FORM:

MEGAN BIRNHOLZ-COUTURE
ASSISTANT CITY ATTORNEY

FIRST CHOICE BACKGROUND SCREENING

By: _____

By: _____

Type or Print

ATTEST:

(SEAL) CORPORATE SECRETARY

TITLE: _____

(Pres., V-Pres., Partner, Owner)

Corporation ()

Partnership ()

Individual ()

Incorporated in the State of

If business is individually owned, you must sign before two (2) witnesses:

WITNESS: _____

WITNESS: _____

If doing business under a fictitious name, you must submit a copy of your Certificate of Registration and a copy of the Legal Notice which appeared in a newspaper.



Exhibit 1

FIRST CHOICE CLIENT AGREEMENT

This Client Agreement (“Agreement”) is made and entered into by and between First Choice Research and Investigations, LLC doing business as First Choice Background Screening (“First Choice”), 4611 S. University Drive #314, Davie, FL. 33328, and the City of Tampa (“Client”), located at 306 E. Jackson Street, Tampa, FL. 33602.

RECITALS

WHEREAS, Client plans to order Consumer Reports and/or Investigative Consumer Reports as defined under the federal Fair Credit Reporting Act (“FCRA”) (collectively “Reports”) from First Choice;

WHEREAS, First Choice desires to prepare and deliver Reports to Client for a fee;

WHEREAS, First Choice and Client desire to further define the terms by which Reports will be provided by First Choice to Client;

NOW, THEREFORE, in consideration of the mutual covenants set forth in this Agreement, First Choice and Client hereby agree as follows:

TERMS

1. Identification of Permissible Purpose For Receiving Reports. Client hereby certifies that all of its orders for Reports from First Choice shall be made, and the resulting Reports shall be used, for the following permissible purpose under the Fair Credit Reporting Act, 15 U.S.C. § 1681 et seq., only:

For “employment purposes,” but only upon the express written consent of any person that will be screened. See 15 U.S.C § 1681b(a)(3)(B).

Client shall not request, obtain, or use Reports for any purpose not identified above. Among other things, Client shall not request Reports for the purpose of selling, leasing, or renting information obtained under this Agreement to any other party, whether alone, in conjunction with Client’s own data, or otherwise in any service which is derived from the Reports provided by First Choice. PLEASE NOTE: THE FCRA PROVIDES THAT ANY PERSON WHO KNOWINGLY AND WILLFULLY OBTAINS INFORMATION ON A CONSUMER FROM A CONSUMER REPORTING AGENCY UNDER FALSE PRETENSES SHALL BE FINED UNDER TITLE 18 OF THE UNITED STATES CODE OR IMPRISONED NOT MORE THAN TWO YEARS, OR BOTH.

2. Legal Certifications For Employment-Related Reports. Client understands that various legal requirements apply if/when it orders Reports for employment purposes. Client shall comply with all such requirements. In particular, Client makes the following certifications as to legal compliance as to Reports ordered for employment purposes.

A. Disclosure. Client certifies that, in compliance with the FCRA, prior to ordering a Report, Client shall make a clear and conspicuous “disclosure” in writing to the individual about whom the Report will be run (“the Consumer”) in a document that consists solely of the “disclosure.” The “disclosure” shall explain that a Consumer Report may be procured for employment purposes. The “disclosure” shall describe the nature of the Reports to be

ordered and meet all other requirements specified by applicable law. The “disclosure” shall not contain any extraneous information not required by applicable law, including, but not limited to, a release of liability.

- B. State Law Notifications.** Client certifies that before ordering a Report from First Choice, it shall also provide any necessary notifications under applicable state law to the Consumer. Client understands that various states, including, but not limited to, California, Minnesota, Oklahoma, New York, Massachusetts, and Washington require that specific information be communicated to the Consumer under certain circumstances. Client also understands that certain states, such as California, Oklahoma, and Minnesota, require that applicants/employees be afforded a check box to allow them to indicate that they would like a copy of any report received by Client. Client agrees that it will work with experienced legal counsel as appropriate to ensure that all applicable requirements are accounted for.
- C. Written Consent.** Client certifies that, consistent with the FCRA, before ordering a Report, the Consumer shall authorize in writing the procurement of such Report.
- D. EEO Law and Regulation Compliance.** Client certifies that it shall not use information contained in a Report provided by First Choice in violation of any applicable federal or state equal employment opportunity law or regulation.
- E. Adverse Action Procedures.** Client certifies that before taking adverse action based in part or whole on a Report from First Choice, it shall follow all legally-required “pre-adverse action” procedures specified by applicable federal, state and/or local law. For example, if the Consumer may be denied employment or incur another adverse action based in whole or part on a Report provided by First Choice, Client will provide to the consumer: (1) a copy of the Report, (2) a description, in writing, of the rights of the consumer entitled “A Summary of Your Rights Under the Fair Credit Reporting Act,” and (3) a written notice containing any and all required notifications under federal, state, or local law. After providing the pre-adverse action communication described above, Client shall wait a reasonable period of time to allow the Consumer to dispute the accuracy of the report before taking any adverse action. After the appropriate waiting period, and assuming no dispute, Client will issue to the Consumer notice of any adverse action taken, including the statutorily-required notice identified in the Fair Credit Reporting Act. Among other things, such notice will include: (1) the name, address, and telephone number of the consumer reporting agency, First Choice, (2) a statement that the consumer reporting agency did not make the decision to take the adverse action and is unable to provide the Consumer the specific reasons why the adverse action was taken, (3) a statement that the Consumer may obtain a free copy of the consumer report from the consumer reporting agency within 60 days pursuant to Section 612 of the Fair Credit Reporting Act, and (4) a statement that the Consumer has the right to dispute with the consumer reporting agency the accuracy or completeness of any information in a consumer report furnished by the agency. If a dispute as to the accuracy of the Report is raised by the Consumer during the waiting period, Client will afford First Choice the legally-allowed time to resolve the dispute before deciding whether to take adverse action.
- F. Certifications Associated With Each Order.** By having First Choice prepare a Report for Client, Client is certifying that: (1) A clear and conspicuous disclosure has been made in writing to the Consumer by Client (in a document that consists solely of the disclosure) stating that a Consumer Report may be obtained for employment purposes; (2) the Consumer has authorized in writing the procurement of the Consumer Report that is being ordered; (3) information from the report to be provided by First Choice will not be used in violation of any applicable Federal or State equal employment opportunity law or regulation, or any other applicable law; and (4) if applicable, Client will comply with the adverse action requirements described in Section 604(b)(3) of the Fair Credit Reporting Act, as well as any other pertinent adverse action requirements. In addition, if the

Consumer lives in California or is applying to work in California or works in California, by having First Choice prepare a Report for Client, Client is certifying that: (1) Client has complied with all disclosure and authorization requirements set forth in California Civil Code 1786.16, (2) Client has provided the Consumer a means to check a box to indicate that he or she would like a copy of any Report received by Client from First Choice, (3) Client will comply with any adverse requirements set forth under California law (including those identified in Cal. Civ. Code § 1786.40) should they become applicable, and (4) Client has otherwise met all requirements for obtaining a Consumer Report or Investigative Consumer Report under California law.

3. Additional Commitments For Reports Containing Certain Types Of Information.

A. Investigative Consumer Report Information. If Client chooses to order Investigative Consumer Reports (i.e. certain interview-based reports), it certifies that it shall comply with all legal requirements pertaining to Investigative Consumer Reports. Among other things, it shall clearly and accurately disclose to the Consumer that an Investigative Consumer Report, including information as to his/her character, general reputation, personal characteristics, and mode of living, whichever are applicable, may be obtained. The disclosure shall be made in writing and mailed or otherwise delivered to the Consumer with a summary of the Consumer's rights provided for under 15 U.S.C. § 1681g(c). The disclosure shall also include a statement informing the Consumer of his/her right to submit a written request for additional information, pursuant to 15 U.S.C. § 1681d(b), within a reasonable period of time after the receipt by him/her of the foregoing disclosure. By having First Choice prepare an Investigative Consumer Report for Client, Client is certifying that it has complied with the above requirements in this Section and otherwise met all legal prerequisites for receiving an Investigative Consumer Report. Further, upon receipt of a request by a consumer for additional information about the Investigative Consumer Report being ordered, Client shall disclose in writing the nature and scope of the investigation, which shall be complete and accurate. The disclosure shall be mailed or otherwise delivered to the Consumer not later than five (5) days after the date on which the request for additional disclosure was received from the Consumer or the date the Client first requested the report, whichever is later.

B. Credit History Information. If Client chooses to order credit reports from First Choice, it certifies the following:

1. Client shall comply with all applicable federal, state, and local legal requirements and restrictions pertaining to credit checks.
2. Client acknowledges that special requirements are imposed by credit bureaus before access to credit history information may be provided. Client therefore agrees to the following:
 - a. Client shall make no employment decisions based solely on credit bureau alerts/warnings regarding addresses and/or Social Security Numbers.
 - b. Client shall permit a physical site inspection of its premises if requested by First Choice. The cost for the site inspection will be billed to Client. First Choice will arrange for an inspector to come to Client's location. For residential offices, the inspection and fee will be annual.
 - c. Client shall ensure security programs and appropriate access requirements are in place, the purpose being to prevent unauthorized ordering, accessing, and/or unauthorized viewing of consumer information; Client shall also inform all employees that they may not access their personal information, information of friends and/or relatives or any other person unless it is for legitimate business purposes.

- d. Client shall release and indemnify the credit bureau from all liability arising from the Client's unauthorized access, improper use, or reliance on consumer credit information provided pursuant to this agreement.
- e. Client shall comply with any other requirement imposed by a credit bureau, so long as First Choice makes Client aware of such a requirement.

C. Criminal History Information. First Choice recommends that Client screen consumers at the county, state, and federal level, as well as using federal and multi-state/nationwide databases. Client understands that First Choice cannot be held responsible for any records that exist that do not fall within the scope of the search(es) ordered by Client. Client further understands that the multi-state/nationwide database information will only be offered in conjunction with a county or state-level verification of any possible information and that Client will be separately charged for the associated fees. Finally, Client is aware that multiple states and municipalities impose restrictions on the use of criminal history information and that the EEOC counsels that employers should engage in a multi-step process when evaluating applicants'/employees' criminal history information designed to avoid any disparate impact problems under Title VII. Client agrees to monitor all applicable legal restrictions on the use of criminal history information and take all necessary steps to comply with them.

D. Motor Vehicle Record Information. Client certifies that it will only order motor vehicle records and/or driving records (collectively "MVRs") in strict compliance with the Driver Privacy Protection Act ("DPPA" at 18 U.S.C. § 2721 *et seq.*) and any related state laws. Client further certifies that no MVRs shall be ordered without first obtaining the written consent of the Consumer to obtain MVRs. Client shall not retain or store any First Choice-provided MVR results or portions of information contained therein in any database or combine such information with data in any other database, except that Client may keep a copy of a Consumer's MVR in the Consumer's file. Client shall not transmit any data contained in the reported MVR via unsecured means. Client understands that when MVRs are sought in certain states, Client will be required to complete and store certain state-specific written consent materials in connection with any MVR check performed by First Choice. Client agrees to complete such state-specific written consent materials as required by law or requested by First Choice.

E. Drug Test Results. Client certifies that it understands that various states impose requirements and/or restrictions on employers intending to obtain or use drug testing results. Client certifies that it will comply with any and all legal requirements or restrictions pertaining to its acquisition or use of drug test results received from First Choice.

4. Obligations Regarding The Security of Reports. Client understands that Reports contain sensitive, personal information. Accordingly, Client agrees to do the following in order to preserve the security of the information being provided pursuant to this Agreement:

A. Prevent Misuse Of Services Or Information. Client shall only request Reports for one-time use. Client agrees to take appropriate measures so as to protect against the misuse and/or unauthorized access of Reports. Client agrees that First Choice may temporarily suspend Client's access pending an investigation of Client's potential misuse. Client agrees to cooperate fully with any and all investigations. If any misuse or unauthorized access is found, First Choice may immediately terminate this Agreement.

B. Properly Maintain The Client Account. Client is responsible for the administration and control of Account IDs and shall identify a security administrator to coordinate with First Choice. Client shall manage all Account IDs and notify First Choice promptly if any

Account ID becomes inactive or invalid. Client shall follow the policies and procedures of First Choice with respect to account maintenance as communicated to Client from time to time.

- C. **Limit Access Within Organization.** Client shall disclose Reports internally only to Client's designated and authorized employees having a need to know and only in accordance with the Agreement and applicable law. Client shall ensure that such designated and authorized employees shall not attempt to obtain any Reports on themselves, associates, or any other person except in the reasonable exercise of their official duties.
 - D. **Limit Distribution Outside of Organization.** Client shall hold any Report obtained from First Choice in strict confidence, and not disclose it to any third-parties except as necessary to comply with adverse-action requirements under the Fair Credit Reporting Act or as otherwise required by law.
 - E. **Disposal of Consumer Report Information.** Client agrees to take reasonable measures to dispose of Reports in order to prevent the unauthorized access to – or use of – information in a Report. Reasonable measures for disposing of consumer report information may include: (1) Burning, pulverizing, or shredding papers containing consumer report information so that the information cannot be read or reconstructed; (2) Destroying, erasing, deleting, and/or scrambling electronic files or media containing consumer report information so that the information cannot be read or reconstructed; or (3) Engaging a professional document destruction contractor to dispose of consumer report information. In all instances, Client's report disposal procedures shall comply with applicable law.
 - F. **Properly Handle Any Potential Or Actual Security Breaches.** In the event that Client learns or has reason to believe that Report data has been disclosed to or accessed by an unauthorized party, Client shall comply with any and all applicable data breach laws.
5. **Exclusivity.** Reserved.
6. **First Choice's Services and Obligations.**
- A. **Compliance with Applicable Laws.** First Choice agrees to comply with all laws applicable to consumer reporting agencies. Among other things, First Choice will: (a) follow reasonable procedures to assure maximum possible accuracy of the information reported, (b) disclose to Consumer, upon request, the information in the Consumer's file, and (c) reinvestigate any information disputed by the Consumer at no charge to the Client and take any necessary action to rectify a report that has been determined to have incorrect or unverifiable information.
 - B. **Scope of Information Provided.** First Choice shall seek out and deliver information consistent with the service descriptions set forth on its website at the time of the relevant search. Client understands that it must review and consider the scope of a search before placing an order with First Choice. Client also understands that it will not receive information from First Choice that falls outside of a requested search, and that it will not receive information that First Choice determines—in its sole discretion—to be unreportable under applicable law.

Administrative Role As To Adverse Action Correspondence. If Client elects to have First Choice send out pre- and/or post-adverse action letters on its behalf, Client understands that it must provide to First Choice a request to send out pre-adverse action letter. Client understands and requests that First Choice send out the adverse action letter, after the requested number of days, as set by Client, after First Choice sends the pre-adverse action letter.

The parties agree that First Choice shall not send out the adverse action letter at the day mark specified in two instances: (1) if Client notifies First Choice that it should not send the adverse action letter to the individual in question (e.g., if it has decided to move forward with employing the individual in question); or (2) if First Choice has received a dispute about the background screening report from the individual in question. First Choice will not send out any adverse action letters unless expressly instructed to do so.

Client accepts full responsibility for the content of any adverse action letters sent by First Choice and understands that it must notify First Choice if it intends to use a particular template or if it intends to modify the template made available through First Choice. Client agrees that First Choice plays no role in deciding whether an individual should incur adverse action based upon a Report. Client accepts full responsibility for any and all substantive decision-making based upon the Reports it receives from First Choice. Both parties agree that First Choice's role as to the adverse action process is strictly administrative.

- C. **Administrative Role As To Initial Report Review.** If Client opts to have First Choice conduct an initial review of completed Reports on its behalf, Client shall supply First Choice with definitive and objective instructions on how to do so. Client understands and agrees that it is solely responsible for creating and defining any such instructions. Client also agrees that First Choice plays no role in deciding whether a Consumer should incur adverse action based upon a Report, and that First Choice's role is strictly administrative. Client accepts full responsibility for any and all substantive decision-making based upon a Report prepared by First Choice. Client understands that First Choice will not send out any notice or communications related to the adverse action process unless expressly instructed by Client to do so and pursuant to agreed-upon terms.
7. **No Legal Advice.** Client acknowledges the importance of complying with its obligations under applicable law and agrees that it will consult with legal counsel as appropriate regarding the acquisition and use of Reports. Client understands and acknowledges that First Choice is not a law firm and does not provide legal advice in connection with First Choice's furnishing of Reports to Client or Client's use of such Reports. Client understands that any communications by First Choice's employees or representatives regarding searches, verifications, or the content of reports are not to be considered or construed as legal advice. Client shall consult with counsel as appropriate before deciding whether to act upon information reported by First Choice. Client understands that sample forms or documents made available by First Choice to Client, including, but not limited to, sample disclosure notices, written authorizations, and adverse action notices are offered solely as a courtesy and should not be construed as legal advice. Laws governing the content of such documents frequently change. Accordingly, Client shall consult with counsel to make sure that it is using appropriate documents that comply with any and all applicable federal, state, and local laws. Use of First Choice's sample documents or processes—including any electronic or hard copy process designed to obtain the consumer's consent to the background check—is entirely optional. Therefore, if Client chooses to use First Choice's sample documents or processes in part or whole, Client agrees that such documents/processes should be considered its own (not that of First Choice), and that Client has consulted with its own legal counsel to the extent necessary regarding the use of such documents/processes.
8. **Responsibility for Decision-Making.** Client understands and agrees that First Choice does not make the decision to deny employment, deny tenancy, or take any other adverse action based on any reported findings in the First Choice investigation process. This responsibility rests solely with Client. Client accepts full responsibility for any decision or adverse action made in part or whole on a Report provided by First Choice.
9. **Warranties, Remedies, and Indemnification.**
- A. First Choice assembles information from a variety of sources, including courthouses and government agencies. Client understands that these information sources are not maintained

by First Choice. Therefore, First Choice cannot be a guarantor that the information provided from these sources is absolutely accurate. Nevertheless, First Choice has in place procedures designed to ensure the maximum possible accuracy of the information reported and also procedures designed to respond promptly to claims of incorrect or inaccurate information in accordance with applicable law.

- B. Client understands that First Choice obtains the information in its Consumer Reports and Investigative Consumer Reports from various third-party sources “AS IS” and, therefore, is providing the information to Client “AS IS”. **FIRST CHOICE BACKGROUND SCREENING MAKES NO REPRESENTATION OR WARRANTY WHATSOEVER, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE OR IMPLIED WARRANTIES ARISING FROM THE COURSE OF DEALING OR A COURSE OF PERFORMANCE; FIRST CHOICE BACKGROUND SCREENING EXPRESSLY DISCLAIMS ANY AND ALL SUCH REPRESENTATIONS AND WARRANTIES.**

- C. **FIRST CHOICE BACKGROUND SCREENING SHALL NOT BE LIABLE TO CLIENT FOR ANY CONSEQUENTIAL, INCIDENTAL, PUNITIVE, SPECIAL, EXEMPLARY, OR INDIRECT DAMAGES (INCLUDING LOST PROFITS OR SAVINGS), EVEN IF FIRST CHOICE BACKGROUND SCREENING WAS ADVISED OF THE POSSIBILITY OF THE OCCURRENCE OF SUCH DAMAGES. IN ADDITION, FIRST CHOICE BACKGROUND SCREENING SHALL NOT BE LIABLE TO CLIENT UNDER ANY CIRCUMSTANCES FOR AN AMOUNT THAT EXCEEDS THE TOTAL FEES PAID TO FIRST CHOICE BACKGROUND SCREENING BY CLIENT DURING THE 12 MONTHS BEFORE SUCH LIABILITY AROSE, OR \$20,000, WHICHEVER IS LOWER. BOTH PARTIES AGREE THAT THE PRICES AFFORDED TO CLIENT ARE PREMISED ON THIS CAP ON DAMAGES.**

10. **Term.** Either party may terminate the Agreement for Background Investigative Services (“Agreement”) at any time during the Initial Term or a Renewal Term for any reason upon 30 days’ written notice to the other party. First Choice may also terminate this Agreement immediately upon written notice if Client is the debtor in a bankruptcy action or in an assignment for the benefit of creditors or if Client undergoes a change in ownership. In addition, either party may terminate the Agreement immediately if it determines that the other party has violated the Agreement or a separate legal requirement, or if it determines that there has been a material change in existing legal requirements that adversely affects the Agreement.

11. **Fees and Invoices.**

- A. Client shall be responsible for paying all fees for services rendered to it, consistent with the signed “Proposal” Document. In addition to service fees, Client shall be responsible for all data access charges or similar charges incurred by First Choice in carrying out the requested searches/verifications (e.g., applicable court access costs or surcharges levied by federal, state, county governments, or governmental agencies, or fees charged by educational institutions, employer verification lines, licensing agencies, or other third-parties for access to information). Client shall also be responsible for charges resulting from Client’s own errors (e.g., inputting data incorrectly or making duplicate requests).

- B. Except as detailed in Section 11(c) below, First Choice shall lock the prices of service fees at the levels stated in the signed “Proposal Document” during the Initial Term.

- C. The price lock described in this section does not apply to third-party data access charges or similar charges, described in Section 11(A), above nor does it apply to service fee prices on occupational health and medical testing services.

- D. If the Agreement renews for one or more successive one-year terms, First Choice may raise service fee prices up to 20% from the prices afforded to Client during the prior year. First Choice will provide Client with notice of service fees changes 30 days ahead of the 30 day renewal period.
- E. Client will be billed monthly. Invoices are considered past due after forty-five (45) days from date of invoice. Unpaid balances thereafter are subject to a monthly interest charge of up to 1.5% per month until the obligation is paid in full, as allowed by law. Client shall review all invoices furnished and shall notify First Choice of any discrepancies within forty-five (45) days of receipt of the invoice. Absent an appropriate notice within forty-five (45) days, the invoice will be deemed approved and accepted by Client. If it becomes necessary for First Choice to pursue any collection of any amount due from Client under the Agreement, in addition to the principal amount due and interest, First Choice shall be entitled to recover its costs of collection including, without limitation, reasonable attorney's fees, as allowed by law.

12. **Miscellaneous.**

- A. **Information for "Vetting Purposes"**. Client shall be expected to provide certain information to First Choice regarding the nature of its business so that First Choice may appropriately "vet" Client before providing Reports.
- B. **General Legal Compliance.** Client shall comply with all laws applicable to its ordering, receipt, or use of Reports from First Choice.
- C. **Receipt of Federal Notices.** Client acknowledges that it has received a copy of "A Summary of Your Rights Under the Fair Credit Reporting Act" and "Notice to Users of Consumer Reports," which are attached as Exhibit A and B to Exhibit 1 to this Agreement."
- D. **Audits.** First Choice shall have the right to conduct periodic audits of Client's compliance with the Agreement. In addition, certain third-party vendors, such as departments of motor vehicles and credit bureaus, require the right to audit Client either directly or through First Choice. The scope and frequency of any audit shall be at the reasonable discretion of First Choice and will be subject to requirements imposed by third-party vendors. First Choice will provide reasonable notice prior to conducting any audit provided that First Choice has received reasonable notice from any third-party vendor involved in the audit process. Any violations discovered as a result of such audit may be cause for immediate action by First Choice, including, but not limited to, immediate termination of this Agreement.
- E. **Force Majeure.** The obligation of First Choice to perform under this Agreement shall be excused if caused by matters beyond its reasonable control, including, without limitation, pandemic, government regulation or law, war or insurrection, civil commotion, destruction of production facilities or material by earthquake, fire, flood, storm or other natural disaster, labor disturbances, epidemic or failure of suppliers, public utilities or common carriers.
- F. **Successors and Assigns.** The Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, provided, however, neither party shall not assign or otherwise transfer the Agreement or any interest herein without the prior written consent of the other party.
- G. **No Third-Party Beneficiaries.** Except as specifically provided for herein, the Agreement shall not confer any rights or remedies upon any person other than the parties hereto and their respective successors and permitted assigns.
- H. **Exhibits and Schedules Incorporated.** All Exhibits and Schedules attached hereto are incorporated herein.

- I. **Survival.** The following provisions shall survive termination of this Agreement: 3B(2)(d), 4, 7, 8, 9, 11, and 12B.

- J. **Headings.** Headings are included for reference purposes only and shall not be deemed to limit, modify, or otherwise affect the meaning or interpretation of any provision of this Agreement



EXHIBIT A TO EXHIBIT 1

Para información en español, visite www.consumerfinance.gov/learnmore o escribe a la Consumer Financial Protection Bureau, 1700 G Street NW, Washington, DC 20552.

A Summary of Your Rights Under the Fair Credit Reporting Act

The federal Fair Credit Reporting Act (FCRA) promotes the accuracy, fairness, and privacy of information in the files of consumer reporting agencies. There are many types of consumer reporting agencies, including credit bureaus and specialty agencies (such as agencies that sell information about check writing histories, medical records, and rental history records). Here is a summary of your major rights under FCRA. **For more information, including information about additional rights, go to www.consumerfinance.gov/learnmore or write to: Consumer Financial Protection Bureau, 1700 G Street NW, Washington, DC 20552.**

- **You must be told if information in your file has been used against you.** Anyone who uses a credit report or another type of consumer report to deny your application for credit, insurance, or employment – or to take another adverse action against you – must tell you, and must give you the name, address, and phone number of the agency that provided the information.
- **You have the right to know what is in your file.** You may request and obtain all the information about you in the files of a consumer reporting agency (your “file disclosure”). You will be required to provide proper identification, which may include your Social Security number. In many cases, the disclosure will be free. You are entitled to a free file disclosure if:
 - a person has taken adverse action against you because of information in your credit report;
 - you are the victim of identity theft and place a fraud alert in your file;
 - your file contains inaccurate information as a result of fraud;

- you are on public assistance;
- you are unemployed but expect to apply for employment within 60 days.

In addition, all consumers are entitled to one free disclosure every 12 months upon request from each nationwide credit bureau and from nationwide specialty consumer reporting agencies. See www.consumerfinance.gov/learnmore for additional information.

- **You have the right to ask for a credit score.** Credit scores are numerical summaries of your credit-worthiness based on information from credit bureaus. You may request a credit score from consumer reporting agencies that create scores or distribute scores used in residential real property loans, but you will have to pay for it. In some mortgage transactions, you will receive credit score information for free from the mortgage lender.
- **You have the right to dispute incomplete or inaccurate information.** If you identify information in your file that is incomplete or inaccurate, and report it to the consumer reporting agency, the agency must investigate unless your dispute is frivolous. See www.consumerfinance.gov/learnmore for an explanation of dispute procedures.
- **Consumer reporting agencies must correct or delete inaccurate, incomplete, or unverifiable information.** Inaccurate, incomplete, or unverifiable information must be removed or corrected, usually within 30 days. However, a consumer reporting agency may continue to report information it has verified as accurate.
- **Consumer reporting agencies may not report outdated negative information.** In most cases, a consumer reporting agency may not report negative information that is more than seven years old, or bankruptcies that are more than 10 years old.
- **Access to your file is limited.** A consumer reporting agency may provide information about you only to people with a valid need – usually to consider an application with a creditor, insurer, employer, landlord, or other business. The FCRA specifies those with a valid need for access.
- **You must give your consent for reports to be provided to employers.** A consumer reporting agency may not give out information about you to your employer, or a potential employer, without your written consent given to the employer. Written consent generally is not required in the trucking industry. For more information, go to www.consumerfinance.gov/learnmore.
- **You may limit “prescreened” offers of credit and insurance you get based on information in your credit report.** Unsolicited “prescreened” offers for credit and insurance must include a toll-free phone number you can call if you choose to remove your name and address from the lists these offers are based on. You may opt out with the nationwide credit bureaus at 1-

888-567-8688.

- The following FCRA right applies with respect to nationwide consumer reporting agencies:

CONSUMERS HAVE THE RIGHT TO OBTAIN A SECURITY FREEZE

You have a right to place a “security freeze” on your credit report, which will prohibit a consumer reporting agency from releasing information in your credit report without your express authorization. The security freeze is designed to prevent credit, loans, and services from being approved in your name without your consent.

However, you should be aware that using a security freeze to take control over who gets access to the personal and financial information in your credit report may delay, interfere with, or prohibit the timely approval of any subsequent request or application you make regarding a new loan, credit, mortgage, or any other account involving the extension of credit.

As an alternative to a security freeze, you have the right to place an initial or extended fraud alert on your credit file at no cost. An initial fraud alert is a 1-year alert that is placed on a consumer’s credit file. Upon seeing a fraud alert display on a consumer’s credit file, a business is required to take steps to verify the consumer’s identity before extending new credit. If you are a victim of identity theft, you are entitled to an extended fraud alert, which is a fraud alert lasting 7 years.

A security freeze does not apply to a person or entity, or its affiliates, or collection agencies acting on behalf of the person or entity, with which you have an existing account that requests information in your credit report for the purposes of reviewing or collecting the account. Reviewing the account includes activities related to account maintenance, monitoring, credit line increases, and account upgrades and enhancements.

- **You may seek damages from violators.** If a consumer reporting agency, or, in some cases, a user of consumer reports or a furnisher of information to a consumer reporting agency violates the FCRA, you may be able to sue in state or federal court.
- **Identity theft victims and active duty military personnel have additional rights.** For more information, visit www.consumerfinance.gov/learnmore.

States may enforce the FCRA, and many states have their own consumer reporting laws. In some cases, you may have more rights under state law. For more information, contact your state or local consumer protection agency or your state Attorney General. For information about your federal rights, contact:

TYPE OF BUSINESS:	CONTACT:
<p>1. a. Banks, savings associations, and credit unions with total assets of over \$10 billion and their affiliates</p> <p>b. Such affiliates that are not banks, savings associations, or credit unions also should list, in addition to the CFPB:</p>	<p>a. Consumer Financial Protection Bureau 1700 G Street NW Washington, DC 20552</p> <p>b. Federal Trade Commission Consumer Response Center 600 Pennsylvania Avenue NW Washington, DC 20580 (877) 382-4357</p>
<p>2. To the extent not included in item 1 above:</p> <p>a. National banks, federal savings associations, and federal branches and federal agencies of foreign banks</p> <p>b. State member banks, branches and agencies of foreign banks (other than federal branches, federal agencies, and Insured State Branches of Foreign Banks), commercial lending companies owned or controlled by foreign banks, and organizations operating under section 25 or 25A of the Federal Reserve Act.</p> <p>c. Nonmember Insured Banks, Insured State Branches of Foreign Banks, and insured state savings associations</p> <p>d. Federal Credit Unions</p>	<p>a. Office of the Comptroller of the Currency Customer Assistance Group P.O. Box 53570 Houston, TX 77052</p> <p>b. Federal Reserve Consumer Help Center P.O. Box 1200 Minneapolis, MN 55480</p> <p>c. Division of Depositor and Consumer Protection National Center for Consumer and Depositor Assistance Federal Deposit Insurance Corporation 1100 Walnut Street, Box #11 Kansas City, MO 64106</p> <p>d. National Credit Union Administration Office of Consumer Financial Protection 1775 Duke Street Alexandria, VA 22314</p>
<p>3. Air carriers</p>	<p>Assistant General Counsel for Office of Aviation Consumer Protection Department of Transportation 1200 New Jersey Avenue SE Washington, DC 20590</p>
<p>4. Creditors Subject to the Surface Transportation Board</p>	<p>Office of Public Assistance, Governmental Affairs, and Compliance Surface Transportation Board 395 E Street SW Washington, DC 20423</p>
<p>5. Creditors Subject to the Packers and Stockyards Act, 1921</p>	<p>Nearest Packers and Stockyards Division Regional Office</p>
<p>6. Small Business Investment Companies</p>	<p>Associate Administrator, Office of Capital Access United States Small Business Administration 409 Third Street SW, Suite 8200 Washington, DC 20416</p>

7. Brokers and Dealers	Securities and Exchange Commission 100 F Street NE Washington, DC 20549
8. Institutions that are members of the Farm Credit System	Farm Credit Administration 1501 Farm Credit Drive McLean, VA 22102-5090
9. Retailers, Finance Companies, and All Other Creditors Not Listed Above	Federal Trade Commission Consumer Response Center 600 Pennsylvania Avenue NW Washington, DC 20580 (877) 382-4357



EXHIBIT B TO EXHIBIT 1

All users of consumer reports must comply with all applicable regulations, including regulations promulgated after this notice was first prescribed in 2004. Information about applicable regulations currently in effect can be found at the Consumer Financial Protection Bureau's website, www.consumerfinance.gov/learnmore.

NOTICE TO USERS OF CONSUMER REPORTS: OBLIGATIONS OF USERS UNDER THE FCRA

The Fair Credit Reporting Act (FCRA), 15 U.S.C. §1681-1681y, requires that this notice be provided to inform users of consumer reports of their legal obligations. State law may impose additional requirements. The text of the FCRA is set forth in full at the Bureau of Consumer Financial Protection's website at www.consumerfinance.gov/learnmore. At the end of this document is a list of United States Code citations for the FCRA. Other information about user duties is also available at the Bureau's website. **Users must consult the relevant provisions of the FCRA for details about their obligations under the FCRA.**

The first section of this summary sets forth the responsibilities imposed by the FCRA on all users of consumer reports. The subsequent sections discuss the duties of users of reports that contain specific types of information, or that are used for certain purposes, and the legal consequences of violations. If you are a furnisher of information to a consumer reporting agency (CRA), you have additional obligations and will receive a separate notice from the CRA describing your duties as a furnisher.

H. OBLIGATIONS OF ALL USERS OF CONSUMER REPORTS

A. Users Must Have a Permissible Purpose

Congress has limited the use of consumer reports to protect consumers' privacy. All users must have a permissible purpose under the FCRA to obtain a consumer report. Section 604 contains a list of the permissible purposes under the law. These are:

- As ordered by a court or a federal grand jury subpoena. Section 604(a)(1)
- As instructed by the consumer in writing. Section 604(a)(2)
- For the extension of credit as a result of an application from a consumer, or the review or collection of a consumer's account. Section 604(a)(3)(A)
- For employment purposes, including hiring and promotion decisions, where the consumer has given written permission. Sections 604(a)(3)(B) and 604(b)
- For the underwriting of insurance as a result of an application from a consumer. Section 604(a)(3)(C)
- When there is a legitimate business need, in connection with a business transaction that is initiated by the consumer. Section 604(a)(3)(F)(i)

- To review a consumer’s account to determine whether the consumer continues to meet the terms of the account. Section 604(a)(3)(F)(ii)
- To determine a consumer’s eligibility for a license or other benefit granted by a governmental instrumentality required by law to consider an applicant’s financial responsibility or status. Section 604(a)(3)(D)
- For use by a potential investor or servicer, or current insurer, in a valuation or assessment of the credit or prepayment risks associated with an existing credit obligation. Section 604(a)(3)(E)
- For use by state and local officials in connection with the determination of child support payments, or modifications and enforcement thereof. Sections 604(a)(4) and 604(a)(5)

In addition, creditors and insurers may obtain certain consumer report information for the purpose of making “prescreened” unsolicited offers of credit or insurance. Section 604(c). The particular obligations of users of “prescreened” information are described in Section VII below.

B. Users Must Provide Certifications

Section 604(f) prohibits any person from obtaining a consumer report from a consumer reporting agency (CRA) unless the person has certified to the CRA the permissible purpose(s) for which the report is being obtained and certifies that the report will not be used for any other purpose.

C. Users Must Notify Consumers When Adverse Actions Are Taken

The term “adverse action” is defined very broadly by Section 603. “Adverse actions” include all business, credit, and employment actions affecting consumers that can be considered to have a negative impact as defined by Section 603(k) of the FCRA – such as denying or canceling credit or insurance, or denying employment or promotion. No adverse action occurs in a credit transaction where the creditor makes a counteroffer that is accepted by the consumer.

1. Adverse Actions Based on Information Obtained From a CRA

If a user takes any type of adverse action as defined by the FCRA that is based at least in part on information contained in a consumer report, Section 615(a) requires the user to notify the consumer. The notification may be done in writing, orally, or by electronic means. It must include the following:

- The name, address, and telephone number of the CRA (including a toll-free telephone number, if it is a nationwide CRA) that provided the report.
- A statement that the CRA did not make the adverse decision and is not able to explain why the decision was made.
- A statement setting forth the consumer’s right to obtain a free disclosure of the consumer’s file from the CRA if the consumer makes a request within 60 days.
- A statement setting forth the consumer’s right to dispute directly with the CRA the accuracy or completeness of any information provided by the CRA.

2. Adverse Actions Based on Information Obtained From Third Parties Who Are Not Consumer Reporting Agencies

If a person denies (or increases the charge for) credit for personal, family, or household purposes based either wholly or partly upon information from a person other than a CRA, and the information is the type of consumer information covered by the FCRA, Section 615(b)(1) requires that the user clearly and accurately disclose to the consumer his or her right to be told the nature of the information that was relied upon if the consumer makes a written request within 60 days of notification. The user must provide the disclosure within a reasonable period of time following the consumer's written request.

3. Adverse Actions Based on Information Obtained From Affiliates

If a person takes an adverse action involving insurance, employment, or a credit transaction initiated by the consumer, based on information of the type covered by the FCRA, and this information was obtained from an entity affiliated with the user of the information by common ownership or control, Section 615(b)(2) requires the user to notify the consumer of the adverse action. The notice must inform the consumer that he or she may obtain a disclosure of the nature of the information relied upon by making a written request within 60 days of receiving the adverse action notice. If the consumer makes such a request, the user must disclose the nature of the information not later than 30 days after receiving the request. If consumer report information is shared among affiliates and then used for an adverse action, the user must make an adverse action disclosure as set forth in I.C.1 above.

D. Users Have Obligations When Fraud and Active Duty Military Alerts are in Files

When a consumer has placed a fraud alert, including one relating to identify theft, or an active duty military alert with a nationwide consumer reporting agency as defined in Section 603(p) and resellers, Section 605A(h) imposes limitations on users of reports obtained from the consumer reporting agency in certain circumstances, including the establishment of a new credit plan and the issuance of additional credit cards. For initial fraud alerts and active duty alerts, the user must have reasonable policies and procedures in place to form a belief that the user knows the identity of the applicant or contact the consumer at a telephone number specified by the consumer; in the case of extended fraud alerts, the user must contact the consumer in accordance with the contact information provided in the consumer's alert.

E. Users Have Obligations When Notified of an Address Discrepancy

Section 605(h) requires nationwide CRAs, as defined in Section 603(p), to notify users that request reports when the address for a consumer provided by the user in requesting the report is substantially different from the addresses in the consumer's file. When this occurs, users must comply with regulations specifying the procedures to be followed, which will be issued by the Consumer Financial Protection Bureau and the banking and credit union regulators. The Consumer Financial Protection Bureau regulations will be available at www.consumerfinance.gov/learnmore/.

F. Users Have Obligations When Disposing of Records

Section 628 requires that all users of consumer report information have in place procedures to properly dispose of records containing this information. The Consumer Financial Protection Bureau, the Securities and Exchange Commission, and the banking and credit union regulators have issued

regulations covering disposal. The Consumer Financial Protection Bureau regulations may be found at www.consumerfinance.gov/learnmore/.

II. CREDITORS MUST MAKE ADDITIONAL DISCLOSURES

If a person uses a consumer report in connection with an application for, or a grant, extension, or provision of, credit to a consumer on material terms that are materially less favorable than the most favorable terms available to a substantial proportion of consumers from or through that person, based in whole or in part on a consumer report, the person must provide a risk-based pricing notice to the consumer in accordance with regulations prescribed by the Consumer Financial Protection Bureau.

Section 609(g) requires a disclosure by all persons that make or arrange loans secured by residential real property (one to four units) and that use credit scores. These persons must provide credit scores and other information about credit scores to applicants, including the disclosure set forth in Section 609(g)(1)(D) (“Notice to the Home Loan Applicant”).

III. OBLIGATIONS OF USERS WHEN CONSUMER REPORTS ARE OBTAINED FOR EMPLOYMENT PURPOSES

A. Employment Other Than in the Trucking Industry

If the information from a CRA is used for employment purposes, the user has specific duties, which are set forth in Section 604(b) of the FCRA. The user must:

- Make a clear and conspicuous written disclosure to the consumer before the report is obtained, in a document that consists solely of the disclosure, that a consumer report may be obtained.
- Obtain from the consumer prior written authorization. Authorization to access reports during the term of employment may be obtained at the time of employment.
- Certify to the CRA that the above steps have been followed, that the information being obtained will not be used in violation of any federal or state equal opportunity law or regulation, and that, if any adverse action is to be taken based on the consumer report, a copy of the report and a summary of the consumer’s rights will be provided to the consumer.
- **Before** taking an adverse action, the user must provide a copy of the report to the consumer as well as the summary of consumer’s rights (The user should receive this summary from the CRA.) A Section 615(a) adverse action notice should be sent after the adverse action is taken.

An adverse action notice also is required in employment situations if credit information (other than transactions and experience data) obtained from an affiliate is used to deny employment. Section 615(b)(2).

The procedures for investigative consumer reports and employee misconduct investigations are set forth below.

B. Employment in the Trucking Industry

Special rules apply for truck drivers where the only interaction between the consumer and the potential employer is by mail, telephone, or computer. In this case, the consumer may provide consent orally or electronically, and an adverse action may be made orally, in writing, or electronically. The consumer may obtain a copy of any report relied upon by the trucking company by contacting the company.

IV. OBLIGATIONS WHEN INVESTIGATIVE CONSUMER REPORTS ARE USED

Investigative consumer reports are a special type of consumer report in which information about a consumer's character, general reputation, personal characteristics, and mode of living is obtained through personal interviews by an entity or person that is a consumer reporting agency. Consumers who are the subjects of such reports are given special rights under the FCRA. If a user intends to obtain an investigative consumer report, Section 606 requires the following:

- The user must disclose to the consumer that an investigative consumer report may be obtained. This must be done in a written disclosure that is mailed, or otherwise delivered, to the consumer at some time before or not later than three days after the date on which the report was first requested. The disclosure must include a statement informing the consumer of his or her right to request additional disclosures of the nature and scope of the investigation as described below, and the summary of consumer rights required by Section 609 of the FCRA. (The summary of consumer rights will be provided by the CRA that conducts the investigation.)
- The user must certify to the CRA that the disclosures set forth above have been made and that the user will make the disclosure described below.
- Upon the written request of a consumer made within a reasonable period of time after the disclosures required above, the user must make a complete disclosure of the nature and scope of the investigation. This must be made in a written statement that is mailed or otherwise delivered, to the consumer no later than five days after the date on which the request was received from the consumer or the report was first requested, whichever is later in time.

V. SPECIAL PROCEDURES FOR EMPLOYEE INVESTIGATIONS

Section 603(x) provides special procedures for investigations of suspected misconduct by an employee or for compliance with Federal, state or local laws and regulations or the rules of a self-regulatory organization, and compliance with written policies of the employer. These investigations are not treated as consumer reports so long as the employer or its agent complies with the procedures set forth in Section 603(x), and a summary describing the nature and scope of the inquiry is made to the employee if an adverse action is taken based on the investigation.

VI. OBLIGATIONS OF USERS OF MEDICAL INFORMATION

Section 604(g) limits the use of medical information obtained from consumer reporting agencies (other than payment information that appears in a coded form that does not identify the medical provider). If the information is to be used for an insurance transaction, the consumer must give consent to the user of the report or the information must be coded. If the report is to be used for employment purposes – or in connection with a credit transaction (except as provided in regulations issued by the banking and credit union regulators) – the consumer must provide specific written consent and the medical

information must be relevant. Any user who receives medical information shall not disclose the information to any other person (except where necessary to carry out the purpose for which the information was disclosed, or a permitted by statute, regulation, or order).

VII. OBLIGATIONS OF USERS OF “PRESCREENED” LISTS

The FCRA permits creditors and insurers to obtain limited consumer report information for use in connection with unsolicited offers of credit or insurance under certain circumstances. Sections 603(1), 604(c), 604(e), and 614(d). This practice is known as “prescreening” and typically involves obtaining a list of consumers from a CRA who meet certain preestablished criteria. If any person intends to use prescreened lists, that person must (1) before the offer is made, establish the criteria that will be relied upon to make the offer and grant credit or insurance, and (2) maintain such criteria on file for a three-year period beginning on the date on which the offer is made to each consumer. In addition, any user must provide with each written solicitation a clear and conspicuous statement that:

- Information contained in a consumer’s CRA file was used in connection with the transaction.
- The consumer received the offer because he or she satisfied the criteria for credit worthiness or insurability used to screen for the offer.
- Credit or insurance may not be extended if, after the consumer responds, it is determined that the consumer does not meet the criteria used for screening or any applicable criteria bearing on credit worthiness or insurability, or the consumer does not furnish required collateral.
- The consumer may prohibit the use of information in his or her file in connection with future prescreened offers of credit or insurance by contacting the notification system established by the CRA that provided the report. The statement must include the address and toll-free telephone number of the appropriate notification system.

In addition, the Consumer Financial Protection Bureau has established the format, type size, and manner of the disclosure required by Section 615(d), with which users must comply. The regulation is 12 CFR 1022.54.

VIII. OBLIGATIONS OF RESELLERS

A. Disclosure and Certification Requirements

Section 607(e) requires any person who obtains a consumer report for resale to take the following steps:

- Disclose the identity of the end-user to the source CRA.
- Identify to the source CRA each permissible purpose for which the report will be furnished to the end-user.
- Establish and follow reasonable procedures to ensure that reports are resold only for permissible purposes, including procedures to obtain:
 - (1) the identify of all end-users;
 - (2) certifications from all users of each purpose for which reports will be used; and
 - (3) certifications that reports will not be used for any purpose other than the purpose(s) specified to the reseller. Resellers must make reasonable efforts to verify this information before selling the report.

B. Reinvestigations by Resellers

Under Section 611(f), if a consumer disputes the accuracy or completeness of information in a report prepared by a reseller, the reseller must determine whether this is a result of an action or omission on its part and, if so, correct or delete the information. If not, the reseller must send the dispute to the source CRA for reinvestigation. When any CRA notifies the reseller of the results of an investigation, the reseller must immediately convey the information to the consumer.

C. Fraud Alerts and Resellers

Section 605A(f) requires resellers who receive fraud alerts or active duty alerts from another consumer reporting agency to include these in their reports.

IX. LIABILITY FOR VIOLATIONS OF THE FCRA

Failure to comply with the FCRA can result in state government or federal government enforcement actions, as well as private lawsuits. Sections 616, 617, and 621. In addition, any person who knowingly and willfully obtains a consumer report under false pretenses may face criminal prosecution. Section 619.

The Consumer Financial Protection Bureau website, www.consumerfinance.gov/learnmore, has more information about the FCRA.

Citations for FCRA sections in the U.S. Code, 15 U.S.C. § 1618 et seq.:

Section 603	15 U.S.C. 1681	Section 615	15 U.S.C. 1681m
Section 603	15 U.S.C. 1681a	Section 616	15 U.S.C. 1681n
Section 604	15 U.S.C. 1681b	Section 617	15 U.S.C. 1681o
Section 605	15 U.S.C. 1681c	Section 618	15 U.S.C. 1681p
Section 605A	15 U.S.C. 1681c-1	Section 619	15 U.S.C. 1681q
Section 605B	15 U.S.C. 1681c-2	Section 620	15 U.S.C. 1681r
Section 606	15 U.S.C. 1681d	Section 621	15 U.S.C. 1681s
Section 607	15 U.S.C. 1681e	Section 622	15 U.S.C. 1681s-1
Section 608	15 U.S.C. 1681f	Section 623	15 U.S.C. 1681s-2
Section 609	15 U.S.C. 1681g	Section 624	15 U.S.C. 1681t
Section 610	15 U.S.C. 1681h	Section 625	15 U.S.C. 1681u
Section 611	15 U.S.C. 1681i	Section 626	15 U.S.C. 1681v
Section 612	15 U.S.C. 1681j	Section 627	15 U.S.C. 1681w
Section 613	15 U.S.C. 1681k	Section 628	15 U.S.C. 1681x
Section 614	15 U.S.C. 1681l	Section 629	15 U.S.C. 1681y

Exhibit 2



Proposal Presented to:



Sample Packages

STANDARD PACKAGE – \$61.50*

- Social Security Trace (10-year address and name history)
- County Criminal Records* (**ALL Names, ALL Counties from 10-year residence history**)
(Includes up to 3 counties per name, or up to 6 total counties per file; additional counties will be billed at itemized rate)*
- FirstChek (**ALL Names**)
(Per FCRA: if record is found, verification at the source is required at \$9.00 per name/source)*
 - National Criminal Database
 - National Sex Offender
 - FirstWatch (Terrorist Watch Lists, Debarment Lists, OFAC, OIG and more)
- Nationwide Federal Criminal Records (**ALL Names, ALL Districts from 10-year residence history**)

DRIVING PACKAGE – \$64.75*

- Social Security Trace (10-year address and name history)
- County Criminal Records* (**ALL Names, ALL Counties from 10-year residence history**)
(Includes up to 3 counties per name, or up to 6 total counties per file; additional counties will be billed at itemized rate)*
- FirstChek Alias (**ALL Names**)
(Per FCRA: if record is found, verification at the source is required at \$9.00 per name/source)*
 - National Criminal Database
 - National Sex Offender
 - FirstWatch (Terrorist Watch Lists, Debarment Lists, OFAC, OIG and more)
- Nationwide Federal District Search (**ALL Districts from 10-year residence history**)
- Motor Vehicle Record* (One State)

Available Services

ADDRESS HISTORY / CREDIT / IDENTITY	
Social Security Trace (Address and name history)	\$2.00
Credit Report (Employment - NO score is provided; site inspection required*)	\$10.50
Consent Based Social Verification (CBSV pulls info directly from the SSA)	\$8.00
CRIMINAL HISTORY SEARCHES	
County Criminal Records* (One Name, One County)	\$9.00
Statewide Criminal Records* (One Name, One State)	\$9.00
FirstChek (National Criminal Database, includes National Sex Offender & FirstWatch – One Name) <i>Per FCRA: if record is found, verification at the source is required at \$9.00 per name/source*</i>	\$6.00
FirstChek Alias (National Criminal Database, includes National Sex Offender & FirstWatch – ALL Names) <i>Per FCRA: if record is found, verification at the source is required at \$9.00 per name/source*</i>	\$10.00
FirstWatch (U.S. & foreign sanctions, watch lists, including Interpol, OIG, OFAC, SAM and more – One Name) <i>Per FCRA: if record is found, verification at the source is required at \$9.00 per name/source*</i>	\$1.50
District Federal Criminal Records (One Name, One District)	\$9.00
Statewide Federal Criminal Records (One Name, One State)	\$10.00
Nationwide Federal Criminal Records (One Name, All Districts from residence history)	\$12.00
<i>Expanded</i> Nationwide Federal Records (Criminal, Civil, Bankruptcy - One Name)	\$22.00
National Sex Offender Registry (One Name) <i>Per FCRA: if record is found, verification at the source is required at \$9.00 per name/source*</i>	\$2.50
CIVIL / BANKRUPTCY HISTORY SEARCHES	
County Civil Records* (Upper) (One Name, Current County of Residence)	\$12.00
District Federal Civil Records (One Name, Current District of Residence)	\$9.00
Federal Bankruptcy Records (One Name)	\$9.00
Tax Lien Database (One Name) <i>Per FCRA: if record is found, verification at the source is required at \$12.00 per name/source*</i>	\$2.00
Bankruptcy, Lien, Judgements Database (One Name) <i>Per FCRA: if record is found, verification at the source is required at \$12.00 per name/source*</i>	\$4.00
VERIFICATIONS / REFERENCES	
Education Verification* (One School)	\$9.00
Employment Verification* (One Employer)	\$9.00
Professional License/Credential Verification (One License)	\$9.00
Reference Check (One Reference)	\$9.00
Military Service Verification* (One Branch)	\$9.00
MOTOR VEHICLE RECORD (MVR)	
Motor Vehicle Records* (One State)	\$3.25
Commercial Driver's License Information System Search (CDLIS) <i>For all licenses found, and not already on file, a Motor Vehicle Report will be added at A La Carte rate, per state/license.</i>	\$5.75
INTERNATIONAL SEARCHES	
International Criminal Records*	Varies
International Verification* (One School/Employer)	\$52.00
MVR, Credit and more!	Ask us!

CONTINUOUS SCREENING	
FirstMonitor (Continuous Criminal Monitoring – One Name, per Month) <i>Per FCRA: if new/updated record is found, verification at the source is required at \$10.00 per name/source*</i>	\$2.00
FirstChek Monthly Rescreening (One Name, per Year) (Includes - National Criminal Database, includes National Sex Offender & FirstWatch) <i>Per FCRA: if new/updated record is found, verification at the source is required at \$10.00 per name/source*</i>	\$9.00
FirstChek Alias Monthly Rescreening (One Employee (inc. Alias Names), per Year) (Includes - National Criminal Database, includes National Sex Offender & FirstWatch) <i>Per FCRA: if new/updated record is found, verification at the source is required at \$10.00 per name/source*</i>	\$10.00
Motor Vehicle Records Monitoring* (One License, per Month) <i>Note: MVR pass-through state fees are incurred:</i> <ul style="list-style-type: none"> - When a driver is first enrolled - When negative activity is detected - Yearly, if processing for CDL - If a state requires a new annual pull 	\$2.25
DRUG SCREENING	
Random Program – Non-DOT (per quarter, per pull)	\$60.00
"Instant" Options (LabCorp or Quest Network. Same day negatives, Lab testing with MRO for non-negatives)	
4 Panel (excludes THC), 5 Panel, 9 Panel and 9 Panel (excluding THC) "Instant" Urine Drug Test options*	\$36.50
On-site/Instant Drug Kits – Urine, Oral Fluid (Instant and lab based), Alcohol, & Hair Testing available	Ask us!
Lab Based Options (LabCorp or Quest Network. Lab testing with MRO for all samples)	
4 Panel (excludes THC), 5 Panel, DOT look-alike, 9 Panel (excludes THC), and 10 Panel Lab Based Urine Drug Test options*	\$38.00
DRUG SCREENING WITH OCCUPATIONAL HEALTH SERVICES	
"Instant" Options (In Network. Same day negatives, Lab testing with MRO for non-negatives)	
4 Panel (excludes THC) (eCup+) and 5 Panel "Instant" (eCup) Urine Drug Test options* – Scheduled with Occ. Health Services	\$48.50
	\$51.00
Lab Based Options (In Network. Lab testing with MRO for all samples)	
4 Panel (excludes THC) and 5 Panel Lab Based Urine Drug Test options* – Scheduled with Occ. Health Services	\$52.00
DOT Look Alike Lab Based Urine Drug Test* – Scheduled with Occ. Health Services	\$62.00
9 Panel (excludes THC) and 10 Panel Lab Based Urine Drug Test options* – Scheduled with Occ. Health Services	\$53.00
Occupational Health Options	
Breath Alcohol Test*	\$19.95
DOT/Non-DOT Physical*	\$29.95
DOT SERVICES	
DOT Employment Verification* (Other than FMCSA regulated employers – One Employer)	\$12.00
FMCSA Clearinghouse Pre-Employment Full Query	\$4.00
FMCSA Clearinghouse Annual Limited Query <i>Per FMCSA: if record is found, a full query will be processed at \$4.00</i>	\$3.50
FMCSA Clearinghouse Annual Limited Query Batch (25+ per upload) <i>If driver information needs to be reverified, a manual order will be processed at \$3.50</i>	\$2.50
DOT Lab Based Urine Drug Test* (DOT compliant)	\$35.00
DOT Lab Based Urine Drug Test* (DOT compliant) – Scheduled with Occ. Med Services	\$59.00
Random Program – DOT (per quarter, per pull)	\$115.00
9 Panel (excludes THC) and 10 Panel "Instant" (eCup+) Urine Drug Test* – Scheduled with Occ. Health Services	

U.S. EMPLOYMENT ELIGIBILITY	
Electronic I-9 Form and Management (\$50 setup fee per hiring location and \$250 annual fee per company)	\$3.50
Scanned I-9 (Historical) Form and Management – First Choice Entry (No cost for client entry)	\$4.50
E-Verify (Integrated directly with DHS)	\$3.50
ADDITIONAL SEARCHES	
Workers Compensation Record Check* (One Name, One State – Post Offer Only)	\$9.00
Social Media Check	\$19.95
State and FBI LiveScan fingerprint collection and submission registration	\$8.50
SERVICES	
Adverse Action – Complete Process E-Mailed (2 Letters included)	\$2.00
Priority Fee	\$15.00
Client Provided/Scoring Matrix (Per Applicant)	\$5.00

*IMPORTANT 3RD PARTY FEES & SERVICE DETAILS
<p>ACCESS FEES: ANY GOVERNMENTAL OR THIRD-PARTY ACCESS FEES, INCLUDING WITHOUT LIMITATION, COURT FEES, STATE REPOSITORY FEES, MVR FEES, EMPLOYMENT VERIFICATION FEES, EDUCATION VERIFICATION FEES, ARE PASSED THROUGH TO THE CLIENT AT FIRST CHOICE’S COST. A DETAILED ACCESS FEE LIST WILL BE PROVIDED UPON REQUEST.</p> <p>DRUG SCREENING: ANY CANCELLED DRUG SCREENING ORDERS, “OUT OF NETWORK” THIRD-PARTY OR PREFERRED THIRD-PARTY DRUG TEST COLLECTION FEES ARE PASSED THROUGH TO CLIENT AT FIRST CHOICE’S COST PLUS AN ADMINISTRATIVE FEE. LAB-BASED PRICES QUOTED ARE BUNDLED AND INCLUSIVE OF BOTH GC/MS AND MRO CONFIRMATION.</p> <p>OCCUPATIONAL HEALTHCARE SERVICES: PRICES QUOTED ABOVE DO NOT INCLUDE “THIRD-PARTY CLINIC FEES” WHICH WILL BE PASSED THROUGH AT FIRST CHOICE’S COST. CANCELLED OR NO-SHOW APPOINTMENTS WILL BE BILLED AT YOUR STANDARD SERVICE RATE.</p> <p>COUNTY CRIMINAL & CIVIL COURT RECORDS: A SEARCH OF AVAILABLE CRIMINAL COURT RECORDS IS CONDUCTED AT THE PRIMARY HIGHER COURT (E.G., COUNTY SEAT) IN THE COUNTY SEARCHED. ALL DISCOVERED FELONY AND MISDEMEANOR RECORDS ARE REPORTED IN ACCORDANCE WITH STATE AND FEDERAL LAW, IN FULL COMPLIANCE WITH REGULATED CONSUMER REPORTING LIMITATIONS. UNLESS OTHERWISE STATED, PACKAGED COUNTY CRIMINAL & CIVIL SEARCHES INCLUDE A MAXIMUM OF 3 COUNTIES SEARCHED PER NAME OR A TOTAL OF 6 COUNTIES PER FILE WHEN ALIASES ARE INCLUDED. ANY SEARCHES BEYOND THESE THRESHOLDS WILL BE BILLED AT THE ITEMIZED RATE ABOVE AND BEYOND THE STATED PACKAGE PRICE.</p> <p>STATE REPOSITORY CRIMINAL DATABASE RECORDS: A SEARCH OF AVAILABLE STATE REPOSITORY DATABASE RECORDS IS CONDUCTED IN PERSON OR VIA REAL-TIME ONLINE ACCESS TO THE REPOSITORY. ALL DISCOVERED RECORDS ARE REPORTED IN ACCORDANCE WITH STATE AND FEDERAL LAW, IN FULL COMPLIANCE WITH REGULATED CONSUMER REPORTING LIMITATIONS.</p> <p>FIRSTCHECK DATABASE & NATIONAL SEX OFFENDER REGISTRY RECORDS: FIRSTCHECK RECORDS ARE VALIDATED AT THE PRIMARY SOURCE PRIOR TO REPORTING. CLIENT IS CHARGED FOR THE VALIDATION AT THE RATE OF THE PRIMARY SOURCE SEARCH.</p> <p>INTERNATIONAL SERVICES: THE AVAILABILITY AND PRICE FOR INTERNATIONAL CRIMINAL RECORDS SEARCHES VARY BY COUNTRY AND ARE GENERALLY PRICED HIGHER, THAN A DOMESTIC U.S. SEARCH. TURNAROUND TIME IS ALSO LONGER. PLEASE ASK FOR A SPECIFIC INTERNATIONAL CRIMINAL RECORD SEARCH QUOTE AND TURNAROUND TIME ESTIMATE BEFORE ORDERING.</p> <p>FINGERPRINTING SERVICES: PRICES QUOTED ABOVE DO NOT INCLUDE STATE AND/OR FEDERAL FEES WHICH WILL BE PASSED THROUGH AT FIRST CHOICE’S COST. CANCELLED OR NO-SHOW APPOINTMENTS WILL BE BILLED AT YOUR STANDARD SERVICE RATE.</p> <p>APPLICANT PAY: PRICE QUOTED DOES NOT INCLUDE PROCESSING FEE WHICH WILL BE ADDED TO THE TOTAL APPLICANT CHARGE.</p>

For new clients with an account established after 8/15/2024, and unless otherwise requested and agreed to, First Choice will conduct criminal background checks as follows:

- *First Choice will endeavor to report and re-verify convictions, pending charges, and certain diversion matters.*
- *First Choice will NOT report or re-verify any dismissed charges, dropped charges, charges resulting in an acquittal, or other types of non-convictions.*

First Choice will not report any criminal matters if First Choice determines that federal, state, or local law precludes them from being reported.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/6/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. 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).

PRODUCER Arthur J. Gallagher Risk Management Services, LLC 2255 Glades Rd Ste 240W Boca Raton FL 33431	CONTACT NAME: Certificates Department PHONE (A/C No. Ext): 561-922-6924 E-MAIL ADDRESS: certsrequests@ajg.com	FAX (A/C, No):
	INSURER(S) AFFORDING COVERAGE	
License#: 0D69293 FIRSCHO-55	INSURER A: Gemini Insurance Company	NAIC # 10833
INSURED First Choice Research And Investigations Llc 4611 S University Dr, Ste. 314 Davie FL 33328	INSURER B: At-Bay Specialty Insurance Company	19607
	INSURER C: Scottsdale Insurance Company	41297
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 141620299 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT 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. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	VNPL018831	5/4/2025	5/4/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A B C	Errors & Omissions Cyber Liability Excess Cyber Liability			VNPL018831 AB-6601596-07 EKS3571485	5/4/2025 5/4/2025 5/4/2025	5/4/2026 5/4/2026 5/4/2026	Limit: Per Claim/Agg \$2,000,000 Limit: Aggregate \$2,000,000 Limit: Aggregate \$3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The professional liability the retro active date is 05/04/2015

The City of Tampa, Florida is an Additional Insured as respects General Liability policy, pursuant to and subject to the policy's terms, definitions, conditions and exclusions. Waiver of Subrogation applies in favor of Additional Insureds with respect to General Liability policy pursuant to and subject to the policy's terms, definitions, conditions and exclusions.

APPROVED

By Quinlese Williams at 11:10 am, Nov 07, 2025

CERTIFICATE HOLDER**CANCELLATION**

The City of Tampa, Florida
 2555 E. Hanna Ave
 Tampa FL 33610

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

M. G. Williams

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Policy Number: VNPL018831

VP 07 83 07 17

Insured Name: First Choice Research and Investigations, LLC
dba First Choice Background Screening
Number: 1

Effective Date: 05/04/2025

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED

This endorsement modifies insurance provided under the following:

Professional Liability Coverage Part

I. **Section VIII. DEFINITIONS**, paragraph **G. Insured(s)**, is amended to add the following provisions:

Insured includes as an additional **Insured** any person or organization for whom the **Named Insured** is performing **Professional Services** when the **Named Insured** and such person or organization have agreed in writing in a contract or agreement, prior to the performance of **Professional Services**, that such person or organization be added as an additional **Insured** on the **Named Insured's** policy. This endorsement shall only apply to **Claim Expenses** with respect to **Claims** made against such additional **Insured** arising solely out of **Wrongful Acts** of the **Named Insured** in the performance of **Professional Services** for the additional **Insured**.

The Company will not pay any **Loss** on behalf of the additional **Insured**.

Such person or organization is an additional **Insured** only with respect to the **Named Insured's** ongoing performance of **Professional Services** for the additional **Insured**. A person's or organization's status as an additional **Insured** under this endorsement ends when the **Named Insured's Professional Services** for that additional **Insured** are completed.

II. **Section IV. EXCLUSIONS**, paragraph **L. Insureds versus Insureds**, is deleted in its entirety and replaced with the following:

L. Insureds versus Insureds

Claim by or on behalf of any **Insured**, or any present or former shareholder, partner, officer, director, or employee of any **Insured**, against any other **Insured**. However, this exclusion shall not apply to any **Claim** made against the **Named Insured** by any person or organization considered an additional **Insured** and that would otherwise be afforded under this Policy.

Endorsement Premium: Included

All other terms and conditions of this Policy remain unchanged.

Policy Number: VNPL018831

VP 02 91 07 17

Insured Name: First Choice Research and Investigations,
LLC dba First Choice Background Screening
Number: 11

Effective Date: 05/04/2025

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

INDEPENDENT CONTRACTOR

This endorsement modifies insurance provided under the following:

Professional Liability Coverage Part

Section VIII. A DEFINITION, G. Insured, is amended to include the following:

9. Independent contractors of the **Named Insured** while rendering **Professional Services** on behalf of the **Named Insured** or **Subsidiary**.

All other terms and conditions of this Policy remain unchanged.

Policy: VNPL018831

Insured Name: First Choice Research and Investigations, LLC dba First Choice Background Screening

Number: 34

OCG 20 01 04 13

Effective Date: 05/04/2025

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

Commercial General Liability Coverage Part

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

- (1) The additional insured is a Named Insured under such other insurance; and
- (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.