

Region 4 Education Service Center (ESC)

Contract # R191303

for

Pre-Employment Background Screening, Related Products
and Services

with

Sterling Infosystems, Inc. dba Sterling

Effective: January 1, 2020

The following documents comprise the executed contract between the Region 4 Education Service Center and Sterling Infosystems, Inc. dba Sterling, effective January 1, 2020:

- I. Vendor Contract and Signature Form
- II. Supplier's Response to the RFP, incorporated by reference

A background image showing a man in a blue blazer standing and gesturing towards a whiteboard in a modern office setting. Two women are seated at a long table in the foreground, looking towards the man. The office has large windows and contemporary decor.

Sterling's Response to Request for Proposal:

Region 4 Education Service Center

Pre-Employment Background Screening,
Related Products and Services

Solicitation Number 19-13

Presented By:

Cecilia Green

Regional Director, Industrial, Government & Education

O: 214.387.8552

M: 425.219.0865

E: cecilia.green@sterlingcheck.com

Sterling

1 State Street Plaza, 24th Floor

New York, New York 10004

United States

sterlingcheck.com

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Cover Letter

August 15, 2019

Crystal Wallace, Business Operations Specialist
Region 4 Education Service Center
7145 West Tidwell Road
Houston, TX, 77092

Hello,

Thank you for the opportunity to respond to Region 4 Education Service Center's (ESC) Request for Proposal for Pre-Employment Background Screening, Related Products and Services. Our proposal is valid and irrevocable for one-hundred twenty (120) days after the proposal due date and time.

We understand that for ESC, finding reliable, talented professionals to work with goes right to the heart of your values—a relentless focus on safety and an uncompromising standard of quality.

Organizations like ESC select Sterling as their background screening partner because they benefit from the scale, accuracy, and efficiency of the industry's leading provider of background and identity services. We work with over 25,000 clients worldwide, including 25% of the Fortune 100.

Through its Industrials, Government & Education practice, Sterling focuses on the unique and vital roles of these critical sectors that impact people's lives every day. A common theme across the public sector is sensitivity to safety and efficiency while being mindful of reputation and community relationships

We're uniquely positioned to provide ESC with:

- **The industry's highest "hit rates" and fastest turnaround times with the lowest defect rates.** Sterling will find more criminal information on your candidates in less time and with fewer errors. How? Technology and automation. As a result, 66% of criminal checks close in less than an hour.
- **Peace of mind in keeping up with highly complex, rapidly changing regulatory requirements.** When it comes to federal, state, and international compliance, Sterling will keep you ahead of the curve. We'll make sure you are always in line with today's requirements and best practices. Sterling understands the varied compliance landscape across all states to help ensure that your program is effective while abiding by applicable laws and regulations.
- **Support and fulfillment personnel dedicated to government and educational services.** Every person interacting with ESC's account will be part of an industry-aligned team—from your Client Success Partner to the employees fulfilling your background checks. As a result, you'll receive more tailored service from a team that knows the unique needs of government and or education across the full range of background screening services, including fingerprinting and emerging solutions to validate the identity of those that are hired.
- **Identity Solutions.** Sterling's forward thinking allows us to deliver fingerprinting solutions supported in over 750 UPS locations across the US that can capture and deliver fingerprints through numerous channeling agents. Sterling is also innovating in ID verification solutions through advanced facial recognition and image technologies.
- **One provider to manage all your global background checks.** Sterling provides background check services in 249 geographies, performing over 1,500,000 screens outside the US



annually. Sterling prides itself on the role it has played, for more than 44 years, in making workplaces and educational environments safer. This is particularly critical for vulnerable populations, like children, supported by our comprehensive solutions that help ensure that you know relevant information about your applicants and employees. We have built our reputation on delivering efficient, high-quality end-to-end solutions while cultivating strong, sustainable relationships. We look forward to forming a long-term strategic partnership with ESC—and to becoming your trusted advisor in the employment screening space.

If you have any questions, feel free to reach out to me.

Regards,

Cecilia Green

Cecilia Green
Regional Director, Industrial, Government & Education

O: 214.387.8552

M: 425.219.0865

E: cecilia.green@sterlingcheck.com



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Sterling attachments

Business Continuity Plan
 Dun and Bradstreet Report
 Program Reports and Analytics
 Sample Service Level Agreement
 2 Memory sticks – non redacted proposal
 2 Memory sticks – redacted proposal

Appendices

Document	Location in Proposal
Appendix A - Draft Contract and Offer and Contract Signature Form	Tab 1
Appendix B - Terms and Conditions Acceptance Form	Tab 1
Appendix C - Additional Required Documents	Tab 6
<ul style="list-style-type: none"> Acknowledgment and Acceptance of Region 4 ESC's Open Records Policy (Appendix C, Doc #1) 	Tab 6
<ul style="list-style-type: none"> Antitrust Certification Statement (Tex. Government Code § 2155.005) (Appendix C, Doc #2) 	Tab 6
<ul style="list-style-type: none"> Implementation of House Bill 1295 Certificate of Interested Parties (Form 1295) (Appendix C, Doc #3) 	Tab 6
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<ul style="list-style-type: none"> Any additional agreements Offeror will require Participating Agencies to sign 	Tab 6
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Exhibit E – CONTRACT SALES REPORTING TEMPLATE	Tab 3
Exhibit F – FEDERAL FUNDS CERTIFICATIONS	Tab 3
Exhibit G – NEW JERSEY BUSINESS COMPLIANCE DOC #1 Ownership Disclosure Form DOC #2 Non-Collusion Affidavit DOC #3 Affirmative Action Affidavit <ul style="list-style-type: none"> Affirmative Action Affidavit - Sterling EEO Report DOC #4 Political Contribution Disclosure Form DOC #5 Stockholder Disclosure Certification DOC #6 Certification of Non-Involvement in Prohibited Activities in Iran DOC #7 New Jersey Business Registration Certificate <ul style="list-style-type: none"> Sterling NJ Business Registration Certificate 	Tab 3
Exhibit H – ADVERTISING COMPLIANCE REQUIREMENT	Tab 3

APPENDIX A
DRAFT CONTRACT

This Contract ("Contract") is made as of October 22, 2019 by and between Sterling Infosystems, Inc. d/b/a Sterling ("Contractor") and Region 4 Education Service Center ("Region 4 ESC") for the purchase of pre-employment background screening, related products and services ("the products and services").

RECITALS

WHEREAS, Region 4 ESC issued Request for Proposals Number RFP #19-13 for Pre-Employment Background Screening, Related Products and Services ("RFP"), to which Contractor provided a response ("Proposal"); and

WHEREAS, Region 4 ESC selected Contractor's Proposal and wishes to engage Contractor in providing the services/materials described in the RFP and Proposal;

WHEREAS, both parties agree and understand the following pages will constitute the Contract between the Contractor and Region 4 ESC, having its principal place of business at 7145 West Tidwell Road, Houston, TX 77092.

WHEREAS, Contractor included, in writing, any required exceptions or deviations from these terms, conditions, and specifications; and it is further understood that, if agreed to by Region 4 ESC, said exceptions or deviations are incorporated into the Contract.

WHEREAS, this Contract consists of the provisions set forth below, including provisions of all attachments referenced herein. In the event of a conflict between the provisions set forth below and those contained in any attachment, the provisions set forth below shall control.

WHEREAS, the Contract will provide that any state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit ("Public Agencies") may purchase products and services at prices indicated in the Contract upon the Public Agency's registration with OMNIA Partners.

- 1) Term of agreement. The Contract is for a period of three (3) years. Region 4 ESC shall have the right to renew the Contract for two (2) additional one-year periods or portions thereof. Region 4 ESC shall review the Contract prior to the renewal date and notify the Contractor of Region 4 ESC's intent renew the Contract. Contractor may elect not to renew by providing three hundred sixty-five days' notice to Region 4 ESC.
- 2) Scope: Contractor shall perform all duties, responsibilities and obligations, set forth in this agreement, and described in the RFP, incorporated herein by reference as though fully set forth herein.
- 3) Form of Contract. The form of Contract shall be the RFP, the Offeror's proposal and Best and Final Offer(s).
- 4) Order of Precedence. In the event of a conflict in the provisions of the Contract as accepted by Region 4 ESC, the following order of precedence shall prevail:
 - i. This Contract
 - ii. Offeror's Best and Final Offer
 - iii. Offeror's proposal
 - iv. RFP and any addenda

- 5) Commencement of Work. The Contractor is cautioned not to commence any billable work or provide any material or service under this Contract until Contractor receives a purchase order for such work or is otherwise directed to do so in writing by Region 4 ESC.
- 6) Entire Agreement (Parol evidence). The Contract, as specified above, represents the final written expression of agreement. All agreements are contained herein and no other agreements or representations that materially alter it are acceptable.
- 7) Assignment of Contract. No assignment of Contract may be made without the prior written approval of Region 4 ESC. Contractor is required to notify Region 4 ESC when any material change in operations is made (i.e. bankruptcy, change of ownership, merger, etc.).
- 8) Novation. If Contractor sells or transfers all assets or the entire portion of the assets used to perform this Contract, a successor in interest must guarantee to perform all obligations under this Contract. Region 4 ESC reserves the right to accept or reject any new party. A change of name agreement will not change the contractual obligations of Contractor.
- 9) Contract Alterations. No alterations to the terms of this Contract shall be valid or binding unless authorized and signed by Region 4 ESC.
- 10) Adding Authorized Distributors/Dealers. Contractor is prohibited from authorizing additional distributors or dealers, other than those identified at the time of submitting their proposal, to sell under the Contract without notification and prior written approval from Region 4 ESC. Contractor must notify Region 4 ESC each time it wishes to add an authorized distributor or dealer. Purchase orders and payment can only be made to the Contractor unless otherwise approved by Region 4 ESC. Pricing provided to members by added distributors or dealers must also be less than or equal to the Contractor's pricing.

11) TERMINATION OF CONTRACT

- a) Cancellation for Non-Performance or Contractor Deficiency. Region 4 ESC may terminate the Contract if purchase volume is determined to be low volume in any 12-month period. Region 4 ESC reserves the right to cancel the whole or any part of this Contract due to failure by Contractor to carry out any obligation, term or condition of the contract. Region 4 ESC may issue a written deficiency notice to Contractor for acting or failing to act in any of the following:
 - i. Providing material that does not meet the specifications of the Contract;
 - ii. Providing work or material was not awarded under the Contract;
 - iii. Failing to adequately perform the services set forth in the scope of work and specifications;
 - iv. Failing to complete required work or furnish required materials within a reasonable amount of time;
 - v. Failing to make progress in performance of the Contract or giving Region 4 ESC reason to believe Contractor will not or cannot perform the requirements of the Contract; or
 - vi. Performing work or providing services under the Contract prior to receiving an authorized purchase order.

Upon receipt of a written deficiency notice, Contractor shall have thirty (30) days to provide a satisfactory response to Region 4 ESC. Failure to adequately address all issues of concern may result in Contract cancellation. Upon cancellation under this paragraph, all goods, materials, work, documents, data and reports prepared by Contractor under the Contract shall immediately become the property of Region 4 ESC.

- b) Termination for Cause. If, for any reason, Contractor fails to fulfill its obligation in a timely manner, or Contractor violates any of the covenants, agreements, or stipulations of this Contract Region 4 ESC reserves the right to terminate the Contract immediately and pursue all other applicable remedies afforded by law. Such termination shall be effective by delivery of notice, to the Contractor, specifying the effective date of termination. In such event, all documents, data, studies, surveys, drawings, maps, models and reports prepared by

Contractor will become the property of the Region 4 ESC. If such event does occur, Contractor will be entitled to receive just and equitable compensation for the satisfactory work completed on such documents.

- c) Delivery/Service Failures. Failure to deliver goods or services within the time specified, or within a reasonable time period as interpreted by the purchasing agent or failure to make replacements or corrections of rejected articles/services when so requested shall constitute grounds for the Contract to be terminated. In the event Region 4 ESC must purchase in an open market, Contractor agrees to reimburse Region 4 ESC, within a reasonable time period, for all expenses incurred.
- d) Force Majeure. If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Contract then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.

The term Force Majeure as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, act of public enemy, orders of any kind of government of the United States or the State of Texas or any civil or military authority; insurrections; riots; epidemics; landslides; lighting; earthquake; fires; hurricanes; storms; floods; washouts; droughts; arrests; restraint of government and people; civil disturbances; explosions, breakage or accidents to machinery, pipelines or canals, or other causes not reasonably within the control of the party claiming such inability. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable in the judgment of the party having the difficulty.

- e) Standard Cancellation. Region 4 ESC may cancel this Contract in whole or in part by providing written notice. The cancellation will take effect 30 business days after the other party receives the notice of cancellation. After the 30th business day all work will cease following completion of final purchase order.
- 12) Licenses. Contractor shall maintain in current status all federal, state and local licenses, bonds and permits required for the operation of the business conducted by Contractor. Contractor shall remain fully informed of and in compliance with all ordinances and regulations pertaining to the lawful provision of services under the Contract. Region 4 ESC reserves the right to stop work and/or cancel the Contract if Contractor's license(s) expire, lapse, are suspended or terminated.
 - 13) Survival Clause. All applicable software license agreements, warranties or service agreements that are entered into between Contractor and Region 4 ESC under the terms and conditions of the Contract shall survive the expiration or termination of the Contract. All Purchase Orders issued and accepted by Contractor shall survive expiration or termination of the Contract.
 - 14) Payments. Payment shall be made after satisfactory performance, in accordance with all provisions thereof, and upon receipt of a properly completed invoice.
 - 15) Price Adjustments. Should it become necessary or proper during the term of this Contract to make any change in design or any alterations that will increase price, Region 4 ESC must be notified immediately. Price increases must be approved by Region 4 ESC and no payment for additional materials or services, beyond the amount stipulated in the Contract shall be paid without prior approval. All price increases must be supported by manufacturer documentation, or a formal cost justification letter. Contractor must honor previous prices for thirty (30) days after approval and written notification from Region 4 ESC. It is the Contractor's responsibility to keep all pricing up to date and on file with Region 4 ESC. All price changes must be provided to Region 4 ESC, using the same format as was provided and accepted in the Contractor's proposal.

Price reductions may be offered at any time during Contract. Special, time-limited reductions are permissible under the following conditions: 1) reduction is available to all users equally; 2) reduction is for a specific period, normally not less than thirty (30) days; and 3) original price is not exceeded after the time-limit. Contractor shall offer Region 4 ESC any published price reduction during the Contract term.

- 16) Audit Rights. Contractor shall, at its sole expense, maintain appropriate due diligence of all purchases made by Region 4 ESC and any entity that utilizes this Contract. Region 4 ESC reserves the right to audit the accounting for a period of three (3) years from the time such purchases are made. This audit right shall survive termination of this Agreement for a period of one (1) year from the effective date of termination. Region 4 ESC shall have the authority to conduct random audits of Contractor's pricing at Region 4 ESC's sole cost and expense. Notwithstanding the foregoing, in the event that Region 4 ESC is made aware of any pricing being offered that is materially inconsistent with the pricing under this agreement, Region 4 ESC shall have the ability to conduct an extensive audit of Contractor's pricing at Contractor's sole cost and expense. Region 4 ESC may conduct the audit internally or may engage a third-party auditing firm. In the event of an audit, the requested materials shall be provided in the format and at the location designated by Region 4 ESC.
- 17) New Products/Services. New products and/or services that meet the scope of work may be added to the Contract. Pricing shall be equivalent to the percentage discount for other products. Contractor may replace or add product lines if the line is replacing or supplementing products, is equal or superior to the original products, is discounted similarly or greater than the original discount, and if the products meet the requirements of the Contract. No products and/or services may be added to avoid competitive procurement requirements. Region 4 ESC may require additions to be submitted with documentation from Members demonstrating an interest in, or a potential requirement for, the new product or service. Region 4 ESC may reject any additions without cause.
- 18) Options. Optional equipment for products under Contract may be added to the Contract at the time they become available under the following conditions: 1) the option is priced at a discount similar to other options; 2) the option is an enhancement to the unit that improves performance or reliability.
- 19) Registered Sex Offender Restrictions. For work to be performed at schools, Contractor agrees no employee or employee of a subcontractor who has been adjudicated to be a registered sex offender will perform work at any time when students are or are reasonably expected to be present. Contractor agrees a violation of this condition shall be considered a material breach and may result in the cancellation of the purchase order at Region 4 ESC's discretion. Contractor must identify any additional costs associated with compliance of this term. If no costs are specified, compliance with this term will be provided at no additional charge.
- 20) Funding Out Clause. A Contract for the acquisition, including lease, of real or personal property is a commitment of Region 4 ESC's current revenue only. Region 4 ESC retains the right to terminate the Contract at the expiration of each budget period during the term of the Contract and is conditioned on a best effort attempt by Region 4 ESC to obtain appropriate funds for payment of the contract.
- 21) Indemnity. Contractor shall protect, indemnify, and hold harmless both Region 4 ESC and its administrators, employees and agents against all claims, damages, losses and expenses arising out of or resulting from the actions of the Contractor, Contractor employees or subcontractors in the preparation of the solicitation and the later execution of the Contract. Any litigation involving either Region 4 ESC, its administrators and employees and agents will be in Harris County, Texas.

- 22) Marketing. Contractor agrees to allow Region 4 ESC to use their name and logo within website, marketing materials and advertisement. Any use of Region 4 ESC name and logo or any form of publicity, inclusive of press releases, regarding this Contract by Contractor must have prior approval from Region 4 ESC.
- 23) Certificates of Insurance. Certificates of insurance shall be delivered to the Region 4 ESC prior to commencement of work or upon request. The Contractor shall give Region 4 ESC a minimum of ten (10) days' notice prior to any modifications or cancellation of policies. The Contractor shall require all subcontractors performing any work to maintain coverage as specified.
- 24) Legal Obligations. It is Contractor's responsibility to be aware of and comply with all local, state, and federal laws governing the sale of products/services and shall comply with all laws while fulfilling the Contract. Applicable laws and regulation must be followed even if not specifically identified herein.

OFFER AND CONTRACT SIGNATURE FORM

The undersigned hereby offers and, if awarded, agrees to furnish goods and/or services in strict compliance with the terms, specifications and conditions at the prices proposed within response unless noted in writing.

Company Name Sterling Infosystems, Inc. dba Sterling

Address 1 State St. Plaza, 24th Floor

City/State/Zip New York, NY 10004

Telephone No. 212-812-1039

Email Address Alla.Schuy@SterlingCheck.com

Printed Name Alla Schuy

Title General Manager

Authorized signature Alla Schuy

Accepted by Region 4 ESC:

Contract No. R191303

Initial Contract Term January 1, 2020 to December 31, 2022

Faye B. Bryant
Region 4 ESC Authorized Board Member

10/22/19
Date

Faye B. Bryant
Print Name

Linda F. Tinnerman
Region 4 ESC Authorized Board Member

10/22/19
Date

Linda F. Tinnerman
Print Name

Appendix B

TERMS & CONDITIONS ACCEPTANCE FORM

Signature on the Offer and Contract Signature form certifies complete acceptance of the terms and conditions in this solicitation and draft Contract except as noted below with proposed substitute language (additional pages may be attached, if necessary). The provisions of the RFP cannot be modified without the express written approval of Region 4 ESC. If a proposal is returned with modifications to the draft Contract provisions that are not expressly approved in writing by Region 4 ESC, the Contract provisions contained in the RFP shall prevail.

Check one of the following responses:

- ☐ Offeror takes no exceptions to the terms and conditions of the RFP and draft Contract. *(Note: If none are listed below, it is understood that no exceptions/deviations are taken.)*

Sterling requests that a comprehensive review of the terms and conditions be deferred until the point in time if/when Sterling has been down-selected. Please note that as a consumer reporting agency, Sterling must comply with the Fair Credit Reporting Act, as amended ("FCRA"). The FCRA establishes specific obligations with respect to employment screening that apply to both employers and consumer reporting agencies. Sterling is required to include these obligations in the agreement between the parties. As such, Sterling requests that Participating Public Agencies review and execute Sterling's standard Service Agreement. (Sterling Exhibit 1 - US Master Service Agreement with BSRA Sample).

- ☐ Offeror takes the following exceptions to the RFP and draft Contract. All exceptions must be clearly explained, reference the corresponding term to which Offeror is taking exception and clearly state any proposed modified language, proposed additional terms to the RFP and draft Contract must be included:

(Note: Unacceptable exceptions may remove Offeror's proposal from consideration for award. Region 4 ESC shall be the sole judge on the acceptance of exceptions and modifications and the decision shall be final.

If an offer is made with modifications to the contract provisions that are not expressly approved in writing, the contract provisions contained in the RFP shall prevail.)

Section/Page	Term, Condition, or Specification	Exception/Proposed Modification	Accepted (For Region 4 ESC's use)

SERVICE AGREEMENT

This Service Agreement ("Agreement"), effective as of the date of Sterling's signature ("Effective Date"), is made by and between Sterling Infosystems, Inc. d/b/a Sterling with offices located at 1 State Street Plaza, 24th Floor, New York, NY 10004 ("Sterling") and with offices located at ("Client"). In consideration of the mutual obligations set forth in this Agreement, each party agrees to the terms and conditions below and represents that this Agreement is executed by its duly authorized representative.

1. Services

1.1 Sterling shall make available to Client the services listed on Attachment 1, attached hereto, ("**Services**") through the applicable Sterling service platform listed on Attachment 1 ("**Platform**"). Sterling and Client agree that Client's orders for Services are expected to commence on or about (the "**Commencement Date**"). Any twelve (12) month period starting on the Commencement Date or anniversary thereof is referred to as a "**Contract Year**".

1.2 The initial term of this Agreement shall commence on the Commencement Date and continue for a term of thirty-six (36) months ("**Initial Term**"). Thereafter this Agreement shall automatically renew for successive terms equal in length to the Initial Term (each a "**Renewal Term**") unless either party gives notice of its intent not to renew at least seventy five (75) days prior to the end of the then current term. The Initial Term and any Renewal Terms constitute the "**Term**" of this Agreement. Sterling will not provide Services to Client until (i) Client has executed the Background Screening Requirements Addendum (the terms of which are incorporated by reference herein) and (ii) Sterling has approved Client's Credentialing Application. Client's affiliates and subsidiaries may use Sterling's Services under this Agreement, provided that (a) each such affiliate and subsidiary executes a separate Background Screening Requirement Addendum and Credentialing Application, as may be required by Sterling; and (b) Client is responsible for such affiliates' and subsidiaries' acts, omissions and compliance with this Agreement.

1.3 During the Term Sterling shall be Client's exclusive provider of employee screening services, including without limitation verifications, drug testing, criminal background searches and corporate due diligence.

2. Invoicing and Payment

2.1 Sterling will invoice Client monthly at the prices set forth on Attachment 1 and payment shall be due within thirty (30) days of the date of invoice. A late payment charge of the lesser of 1 ½% per month or the highest lawful rate may be applied to any outstanding balances until paid. Client shall also reimburse Sterling for all costs incurred in collecting any late payments, including, without limitation, reasonable attorneys' fees.

2.2 After the initial Contract Year, Sterling may revise pricing for Services upon thirty (30) days written notice. Client agrees that the pricing on Attachment 1 is based on Client's projected annual volume as set forth on Attachment 1. If Client's actual volume, by one or more measure on Attachment 1, as of the end of a Contract Year is less than 90% of such projected volume, Sterling may revise its pricing upon written notice to Client.

2.3 Pricing is exclusive of, and Client will pay, any taxes relating to this Agreement applicable to Client.

3. Restrictions on Use

3.1 Client will obtain and use any background check report, including any consumer report or investigative consumer report, as those terms are defined in the Fair Credit Reporting Act, as amended ("**FCRA**") (collectively "**Screening Reports**"), solely for the permissible purpose(s) designated by the Client in the Credentialing Application and in accordance with the requirements in the Background Screening Requirements Addendum. Client is responsible for ensuring that its use of the Services and Screening Reports complies with all applicable local, state, federal and international laws, rules, regulations or requirements, including, but not limited to the FCRA.

3.2 Client will not provide any part of the Services or Screening Reports to others, whether directly or indirectly, through incorporation in a database, report or otherwise.

4. Confidentiality

4.1 Client shall not disclose any Screening Reports, or any portion thereof, provided to it by Sterling hereunder except as permitted by this Agreement, required by law, or to the subject of the report.

4.2 Each party ("**Recipient**") will treat, and take all reasonable and necessary steps to prevent the disclosure of, all information provided by the other party ("**Discloser**") that Discloser designates in writing to be confidential (or that would be understood to be confidential by a reasonable person) in the same manner as Recipient treats its own confidential information (which shall be no less than a reasonable degree of care). Discloser represents and warrants that it has all necessary legal rights, title, consents and authority to disclose such confidential information to Recipient. Confidential information shall not include information that (i) is or becomes a part of the public domain through no act or omission of Recipient; (ii) was in Recipient's lawful possession prior to Discloser's disclosure to Recipient; (iii) is lawfully disclosed to Recipient by a third-party with the right to disclose such information and without restriction on such disclosure; or (iv) is independently developed by Recipient without use of or reference to the confidential information. Client shall not disclose the negotiated pricing or terms of this Agreement to any third party, except as required by applicable law.

5. Platform

5.1 Sterling will make the Platform available for access and use by Client through a modern web-browser. The Platform and Services may be provided to Client by Sterling and/or Sterling's subsidiary and affiliate companies ("**Sterling Affiliates**").

5.2 Sterling will maintain reasonable safeguards for the Platform designed to protect the security, confidentiality and

integrity of the information, data and other content, in any form, that is provided, entered or uploaded by Client to the Platform (“**Client Data**”). The parties agree to the Data Processing Agreement set out in Attachment 2, attached hereto.

5.3 Client shall not, and shall ensure that its authorized users do not: (i) use the Platform to upload, transmit, or otherwise distribute any content that is threatening, defamatory, fraudulent, infringing, or otherwise unlawful; (ii) store, submit, or distribute viruses, worms, time bombs, malicious code, or any other items of a harmful nature; (iii) use the Platform for any unlawful purpose or to engage in any activity that violates applicable law or the rights of others; (iv) engage in any activity that interferes with or disrupts the Platform or third party data contained therein; (v) attempt to gain unauthorized access to the Platform or its related systems or networks; or (vi) make derivative works of, disassemble, or attempt to reverse compile or reverse engineer any part of the Platform or Services, or access the Platform in order to build a similar or competitive product or service (or contract with a third party to do so).

6. Ownership

6.1 Except for the rights expressly granted to Sterling in this Agreement, Client shall retain all right, title and interest to the Client Data. Notwithstanding the foregoing, Sterling may compile, extract or anonymize data from Client Data in connection with its performance of the Services in aggregate statistical form in such a way that neither the individual(s) being screened nor Client can reasonably be identified, and Sterling will own all right, title and interest in such compiled, extracted or anonymized data. Sterling shall retain all right, title and interest in and to the Platform and all technology and software used to provide it, including all modifications and/or enhancements to the Platform, regardless of the source of inspiration.

7. Disclaimers

7.1 Client acknowledges (a) that the depth of information collected by Sterling varies among sources and Sterling cannot act as an insurer or guarantor of the accuracy, reliability or completeness of the data, and (b) that the information that Sterling discovers with respect to the subject of a background check report is subject to the reporting limitations of the FCRA and other applicable law.

7.2 Sterling may from time to time offer information, guidance, forms, materials, and/or other content (including sample documents) for informational purposes (“**Content**”), which is not intended to and shall not constitute legal or professional advice, either express or implied. Client agrees not to rely on Sterling for (nor shall Sterling render) legal or professional advice. Client acknowledges and agrees that it is solely responsible for its legal and employment related decisions and will consult with its own legal counsel (at Client’s discretion) regarding all employment law related matters, including but not limited to its legal obligations with respect to its procurement and use of the Services and Screening Reports.

7.3 EXCEPT AS EXPLICITLY SET FORTH IN THIS AGREEMENT,

(A) THE PLATFORM, CONTENT AND ALL SERVICES ARE PROVIDED ON AN “AS IS,” “AS AVAILABLE” BASIS, (B) STERLING DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND (C) STERLING DOES NOT WARRANT THAT THE PLATFORM, CONTENT OR SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE AND DISCLAIMS ANY WARRANTY OR REPRESENTATION REGARDING AVAILABILITY OF THE PLATFORM, SERVICES, SERVICE LEVELS OR PERFORMANCE.

8. Limitation of Liability

8.1 NEITHER PARTY WILL BE LIABLE FOR ANY INCIDENTAL, SPECIAL, PUNITIVE, EXEMPLARY, INDIRECT, OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING LOSS OF PROFITS), REGARDLESS OF WHETHER OR NOT THE OTHER PARTY WAS AWARE OR SHOULD HAVE BEEN AWARE OF THE POSSIBILITY OF SUCH DAMAGES.

8.2. EACH PARTY’S MAXIMUM LIABILITY ARISING OUT OF OR RELATING TO THIS AGREEMENT, REGARDLESS OF THE CAUSE OF ACTION (WHETHER IN CONTRACT, TORT, BREACH OF WARRANTY OR OTHERWISE), WILL NOT EXCEED THE TOTAL AMOUNT PAID AND PAYABLE BY CLIENT HEREUNDER DURING THE 12-MONTH PERIOD IMMEDIATELY PRECEDING THE DATE ON WHICH SUCH LOSS, DAMAGE, INJURY, CLAIM, COST OR EXPENSE OCCURRED.

8.3. The foregoing limitations shall not apply to the extent not permitted by applicable law or with respect to breach of Section 2.1, 3 or 4.1.

9. Termination

9.1 If a party materially breaches this Agreement, the non-breaching party may terminate this Agreement if such breach is not cured within sixty (60) days after written notice of such breach.

9.2 Sterling may immediately suspend Services or terminate this Agreement, in whole or in part, upon notice if (i) Client fails to pay amounts when due, (ii) Client files bankruptcy or reorganization or fails to discharge an involuntary petition within sixty (60) days after filing date, or (iii) Sterling reasonably believes that its provision, or Client’s use, of the Services violates the FCRA or other applicable law.

9.3 All provisions that by their nature are intended to survive, including but not limited to payment obligations, disclaimers of warranties, confidentiality and limitations of liability, shall survive the termination of this Agreement.

10. Choice of Law; Disputes

10.1 This Agreement is governed by and construed in accordance with the laws of the State of New York, without regard to choice of law provisions. Any disputes arising out of this Agreement that cannot be resolved by the parties will be brought in state or federal court located in New York County, New York. The parties shall file in federal court when possible.

11. Miscellaneous

11.1 This Agreement, addenda, attachments, exhibits and/or schedules (including the Background Screening Requirements Addendum and Credentialing Application),

constitute the entire agreement between Sterling and Client regarding the Services. All prior agreements, both oral and written, between the parties on the matters contained in this Agreement are expressly cancelled and superseded by this Agreement. In no event shall any terms or conditions included on any form of Client purchase order apply to the relationship between Sterling and Client hereunder. In the event of any conflict between this Agreement and any addenda, attachments, exhibits and/or schedules, this Agreement shall control. Any amendments of or waivers relating to this Agreement must be in writing signed by the party, or parties, to be charged therewith. Except for Client's payment obligations hereunder, neither Party shall be responsible for any events or circumstances beyond its control including but not limited to war, riots, terrorism, embargoes, strikes and/or Acts of God) that prevent it from meeting its obligations under this Agreement. This Agreement may be executed in any number of counterparts, each of which will be deemed to be an original, and all of which taken together will be deemed to constitute one and the same instrument. Delivery of an executed signature page to this Agreement by any party by electronic transmission will be as effective as delivery of a manually executed copy of the Agreement by that party.

11.2 Except as otherwise set forth in this Agreement, all

notices related to this Agreement shall be in writing and delivered to the party's address specified in this Agreement. Notices related to billing may be sent via electronic mail to the billing contact designated by Client.

11.3 Sterling shall provide notice (an alert via the Platform is sufficient) with respect to any change to or discontinuation of any Services and/or the Platform as necessary to comply with applicable law or vendor requirements.

11.4 Sterling may use Client's brands, logos, service marks, trade name, and other source identifiers for the purpose of representing to third parties that Sterling is providing Services to Client.

11.5 Neither party may assign this Agreement without the prior written consent of the other party; however, Sterling may assign this Agreement without prior written consent (i) to any of its affiliated companies, (ii) pursuant to a corporate reorganization, merger or consolidation of its business, or (iii) pursuant to the sale of all or substantially all of its assets.

11.6 Client acknowledges that Sterling's suppliers, vendors, and/or partners may require Client to execute additional terms and conditions and/or documentation as a condition precedent to Sterling providing certain services.

	STERLING INFOSYSTEMS, INC.	Client:	
Signature:		Signature:	
Print Name:		Print Name:	
Title:		Title:	
Date:		Date:	

ATTACHMENT 1 – PRODUCTS AND PRICING

Client initial:

PLATFORM:

Expected Annual Volume (in number of applicants/employees searched) per Contract Year:

Unless otherwise noted in a product description, Client understands and acknowledges that the Services reflected herein may incur additional fees in accordance with the then-current Fee Schedule (available upon request and subject to change), including, without limitation, court access fees, employment/education third party database costs, out of network drug testing fees, and state Department of Motor Vehicle fees ("Fees"). Fees, if any, will be included on monthly invoices and are subject to change without notice.

Additional Services: The Platform includes an a la carte menu of select Sterling services ("Additional Services"). Unless already contracted for an Additional Service herein, all Additional Services will be available for Client to add to orders on a one-off basis at Sterling's then-current list price. The available Additional Services are subject to change without notice.

ATTACHMENT 2 – DATA PROCESSING AGREEMENT

1. Definitions. Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Agreement.

- 1.1. **“Agreement”** means the service agreement to which this Data Processing Agreement (**“DPA”**) is attached.
- 1.2. **“Anonymize”** means to make identifying information permanently unreadable and unrecoverable so that any remaining information can no longer be associated with a Data Subject or Client, taking into account all means reasonably likely to be used to reidentify the information.
- 1.3. **“Applicable Law”** means enactments that apply to the Processing of Client PI, including without limitation laws and regulations about privacy, data protection, police and court records, employment, and consumer reporting.
- 1.4. **“Authority”** means a court, regulatory or supervisory body, law enforcement agency or other government entity.
- 1.5. **“BCRs”** means binding corporate rules as defined in the GDPR.
- 1.6. **“Client Personal Information”** or **“Client PI”** means information about identified or identifiable individuals (**“Personal Information”** or **“PI”**) Processed by Sterling under the Agreement.
- 1.7. **“Data Incident”** means the accidental, unauthorized or unlawful destruction, loss or disclosure of, or access to, Client PI in the custody of Sterling or a Sub-Processor, except if Client PI is accessed by or disclosed to: (a) an employee or agent of Sterling or a Sub-Processor; and (b) the Client PI is not misused or subject to further unauthorized disclosure.
- 1.8. **“Data Subject”** means an identified or identifiable individual.
- 1.9. **“European Adequate Protection Area”** means: (a) countries in the European Union (**“EU”**), the European Economic Area (**“EEA”**) and Switzerland; (b) countries that the European Commission recognizes as having an adequate level of protection for PI; and (c) entities located in the United States that have and maintain certification with the U.S. Department of Commerce that they comply with the Privacy Shield framework(s), and whose Privacy Shield certification applies to Client PI.
- 1.10. **“EU Law”** means the laws of the EU and EEA and its member states, including without limitation the General Data Protection Regulation (EU) 2016/679 (**“GDPR”**).
- 1.11. **“GDPR Compensation Claim”** means a claim for compensation against a party under Article 82 GDPR and all compensation, legal fees and other expenses arising directly from that claim.
- 1.12. **“GDPR Fine”** means an administrative fine imposed against a party under Article 83 GDPR.
- 1.13. **“Process”** means to perform any operation on information, including without limitation collection, use, access, communication, disclosure, storage, destruction and Anonymization.
- 1.14. **“Programs”** means documented information security, privacy, disaster recovery and business continuity programs that include without limitation policies, procedures, training, testing, monitoring, and enforcement.
- 1.15. **“Retention Obligation”** means Sterling’s obligation to retain Client PI under Applicable Law or a contract with a third-party source of Client PI. If EU Law applies, then Retention Obligations are limited to those imposed by EU Law.
- 1.16. **“SCCs”** means the standard contractual clauses issued under European Commission Decision 2010/87/EU.
- 1.17. **“Sterling”** means Sterling and all Sterling Affiliates, except RISQ Group Pty Ltd. and its subsidiaries (**“RISQ”**), which for the purposes of this DPA are Sub-Processors. Sterling may redefine RISQ as a Sterling Affiliate upon notice to Client.
- 1.18. **“Sub-Processor”** means an entity that Processes Client PI on behalf of Sterling.
- 1.19. **“Third-Party Request”** means a request, complaint, demand, notice or other communication Sterling receives from a Data Subject, Authority or other third party relating to Client PI, other than communications that are necessary to provide the Services.
- 1.20. If the United Kingdom withdraws from the European Union, then: (a) EU Law will be interpreted to mean the laws of the United Kingdom, the laws of the European Union and its member states, or both, whichever is most appropriate in the context; (b) GDPR will be interpreted to mean the GDPR, legislation enacted in the United Kingdom to replace the GDPR, or both, whichever is most appropriate in the context; (c) European Adequate Protection Area will be interpreted to mean the countries or entities recognized as providing adequate protection for PI by the European Commission as stated in section 1.9, the equivalent for the United Kingdom, or both, whichever is most appropriate in the context; and (d) the parties shall cooperate to amend or replace this DPA if necessary to comply with Applicable Law.

2. Compliance

- 2.1. The terms of this DPA will apply as long as Sterling has Client PI in its custody.
- 2.2. Sterling shall not authorize any person to Process Client PI unless that person is subject to appropriate confidentiality obligations.
- 2.3. Except as otherwise stated in this DPA, the Sterling Signer is responsible for Sterling Affiliates’ and Sterling personnel’s compliance, and liable for their non-compliance, with this DPA.
- 2.4. On Client’s request and at Client’s expense, Sterling shall provide reasonable assistance to Client in meeting its data protection obligations under EU Law. This may include, without limitation, participation in security or data protection impact assessments, audits, and interactions with Data Subjects or Authorities.

- 2.5. Client shall not instruct Sterling to Process Client PI in violation of Applicable Law. If EU Law applies, Sterling shall inform Client if Sterling believes any instruction from Client violates EU Law.
- 2.6. If there is a conflict between this DPA and the Agreement or any other contractual document between Sterling and the Client, this DPA will prevail, except: (a) if there is a conflict between this DPA and the Background Screening Requirements Addendum and United States federal, state, territorial or municipal law applies, then the Background Screening Requirements Addendum will prevail; or (b) if there is a conflict between this DPA and the SCCs and EU Law applies, then the SCCs will prevail.
- 2.7. Notwithstanding anything to the contrary in the Agreement or elsewhere, Sterling may deliver notice contemplated in this DPA by email or through its online platform.

3. Ownership and Control

- 3.1. Client owns and controls all Client PI.
- 3.2. For the purposes of EU Law, the parties consider that Client is a controller and Sterling is a processor of Client PI, except as otherwise stated in this DPA. For the purposes of federal or provincial privacy laws in Canada, the parties consider that Client has control of Client PI and Sterling has custody but not control of Client PI.
- 3.3. If Sterling is a responsible person or umbrella body for the purposes of criminal record disclosure carried out by the Disclosure and Barring Service, Disclosure Scotland or Access NI, then the parties consider that Sterling is a controller of Client PI Processed for these purposes.
- 3.4. Except as otherwise stated in this DPA or required by Applicable Law, Sterling shall: (a) notify Client of all Third-Party Requests without undue delay; (b) provide information and assistance to Client as Client reasonably requests to allow Client to respond to Third-Party Requests; and (c) not respond directly to Third-Party Requests except as directed by Client or required by Applicable Law. For the purposes of this section, where EU Law applies, Applicable Law is limited to EU Law.

4. Processing

- 4.1. This DPA applies to all Client PI that Sterling Processes. The types of Client PI that Sterling Processes that are subject to EU Law, if applicable, are listed in Annex 2.
- 4.2. The nature, purpose and subject matter of the Processing of Client PI are as documented in the Agreement.
- 4.3. The Data Subjects are Client's prospective or current employees, volunteers, tenants, students, members, directors, registrants, contractual partners or others as documented in the Agreement or a credentialing application completed by Client.
- 4.4. The duration of the Processing is the duration of the Agreement and thereafter according to any further documented agreement between the parties.
- 4.5. Client acknowledges that the nature of the Services may require disclosure of Client PI to, and collection of Client PI from, third parties that are not Sub-Processors, including without limitation Authorities or the Data Subject's current and past employers or educational institutions. Client's request for Services will be deemed to be Client's instruction to Sterling to disclose Client PI to, and collect Client PI from, third parties that are not Sub-Processors as necessary to perform those Services.
- 4.6. Sterling shall not Process Client PI except as necessary to: (a) provide the Services as documented in the Agreement; (b) comply with Client's otherwise documented instructions, subject to the terms of the Agreement; or (c) comply with Applicable Law, provided Sterling has notified Client in advance of that Processing unless that notification is prohibited by Applicable Law. For the purposes of this section, where EU Law applies, Applicable Law is limited to EU Law.
- 4.7. Sterling shall maintain records of its Processing of Client PI in accordance with Applicable Law and Client instructions. Client acknowledges that once Client PI is Anonymized, Sterling can no longer maintain records of Processing activities.

5. Sub-Processing

- 5.1. Client hereby authorizes Sterling to use Sub-Processors, provided that: (a) Sterling shall provide the names of all Sub-Processors to Client on request; (b) Sterling shall sign a written agreement with each Sub-Processor that imposes obligations on that Sub-Processor that are no less stringent than those required of Sterling under Applicable Law, this DPA and Sterling's BCRs; and (c) Sterling will not be relieved of any of its obligations under this DPA or its BCRs by engaging Sub-Processors.

- 5.2. The following only apply when Sterling uses Sub-Processors to Process Client PI that is subject to EU Law: (a) if Client notifies Sterling of an objection to Processing by a Sub-Processor, Sterling shall not permit further Processing by that Sub-Processor; (b) Client's objection to Processing by a Sub-Processor will be deemed to be Client's waiver of Sterling's obligation to perform Services that Sterling would ordinarily perform using that Sub-Processor; (c) if Client has not explicitly objected to a Sub-Processor, Client's request for Services that Sterling ordinarily performs using that Sub-Processor will be deemed to be Client's approval of that Sub-Processor; (d) if Sterling adds or replaces a Sub-Processor, Sterling shall notify Client of the addition or replacement at least 30 calendar days before the new Sub-Processor begins Processing Client PI; (e) Client's failure to object to a new Sub-Processor within 30 calendar days of Sterling's notification will be deemed to be Client's authorization for Sterling to use that Sub-Processor; and (f) notwithstanding the other provisions in this section, Sterling may add or replace a Sub-Processor immediately upon notice to Client if it is necessary to ensure business continuity and recovery in case of emergency, except as prohibited by Applicable Law.

6. Cross-Border Data Transfers

- 6.1. Client acknowledges and authorizes the following: (a) Sterling stores Client PI in United States, Canada and Ireland; (b) Sterling operates in, and may access Client PI from Canada, India, the Philippines, the United Kingdom, and the United States; (c) Sterling may add additional locations for storage or Processing of Client PI after giving reasonable advance notice to Client; (d) the nature of the Services may require Sterling to transfer data to third parties or Sub-Processors located in other countries; and (d) notwithstanding any restriction to these cross-border data transfers to which the parties have agreed, Sterling may transfer data across borders if it is necessary to ensure business continuity and recovery in case of emergency, except as prohibited by Applicable Law.
- 6.2. Sterling and Client shall cooperate to ensure that appropriate notice to Data Subjects and safeguards or other legal mechanisms for cross-border data transfers are in place as required by Applicable Law.
- 6.3. If Sterling Processes Client PI that is subject to EU Law and transfers that Client PI outside the European Adequate Protection Area, then Client may opt for the application of Sterling's BCRs to that Client PI, in which case: (a) Client may enforce the BCRs against the Sterling Signer, any Sterling Affiliate, or, where permitted under Applicable Law, a Sub-Processor; (b) Sterling UK Limited (or another Sterling Affiliate, at Sterling's discretion and upon notice to Client) is responsible for Sterling Affiliates' and Sub-Processors' compliance, and liable for their non-compliance, with the BCRs; (c) Client shall notify Data Subjects if Client PI that is designated as sensitive or a special category of data under EU Law is transferred under the BCRs, and that the Client PI is transferred to Sterling as a data processor under the BCRs.
- 6.4. If Sterling Processes Client PI that is subject to EU Law, transfers that Client PI outside the European Adequate Protection Area, and Sterling's BCRs do not apply, then Client: (a) shall sign SCCs between Client and all Sterling Affiliates located outside of the European Adequate Protection Area; and (b) hereby waives any provision of the Agreement that excludes or prohibits an agency relationship between the parties and appoints Sterling as its agent to sign SCCs between Client and Sub-Processors outside of the European Adequate Protection Area that Process Client PI. If Sterling executes SCCs on Client's behalf, Sterling shall include language similar to the following in those SCCs: "The EU Standard Contractual Clauses are entered into between Sterling's customers, which have authorized Sterling to enter into these Clauses in their name and on their behalf, as data exporters, and [name of Sub-Processor], as data importer." Sterling shall promptly provide copies of SCCs signed under this section to Client for approval and notification to Authorities, where applicable.
- 6.5. If Sterling transfers Client PI that is subject to EU Law outside of the European Adequate Protection Area and that transfer is not safeguarded by BCRs or SCCs, then Sterling shall only transfer that Client PI outside of the European Adequate Protection Area with Client's prior written consent.
- 6.6. If EU Law applies, Client's request for Services that require the transfer of Client PI to collect or verify information about a Data Subject's current or past residence, education or professional activities outside of the European Adequate Protection Area will be deemed to be Client's prior written consent for that transfer. Unless Client determines that another mechanism or derogation under EU Law applies, Sterling and Client shall cooperate to obtain the Data Subject's prior explicit and informed consent for transfers described in this section.

7. Security Controls

- 7.1. Sterling shall implement, maintain and enforce Programs that contain appropriate administrative, technical and physical measures designed to protect the security, integrity, confidentiality and availability of Client PI and protect Client PI against a Data Incident, considering the likelihood and severity of a potential Data Incident. Sterling shall review and, if appropriate, update these measures periodically to comply with Applicable Law. Sterling shall regularly test these measures for effectiveness.
- 7.2. General information about the Programs at the Effective Date is in Annex 1. Sterling shall provide detailed documentation of the Programs to Client on request and shall notify Client in advance before degrading the level of protection set out in the Programs. Information Sterling provides to Client about the Programs, including the text of Annex 1, does not create rights or obligations between the parties.

8. Data Incidents

- 8.1. Sterling shall implement and maintain a Data Incident response protocol and provide documentation of that protocol to Client on request.
- 8.2. In the event of a Data Incident, Sterling shall notify Client without undue delay and take all reasonable steps to investigate and resolve the Data Incident and provide a comprehensive report to Client on that investigation and resolution.
- 8.3. If Applicable Law requires notification of a Data Incident to Authorities or Data Subjects, or provision of any remediation services including without limitation credit or identity monitoring, then Sterling shall, where permitted by Applicable Law, carry out that notification or provide those services if either of the following is true: (a) Client instructs Sterling to do so; or (b) the Data Incident affects both Client PI and PI that does not belong to Client, and Sterling has notified Client that it intends to do so.
- 8.4. Sterling shall bear the costs of investigation, notification and remediation services that Sterling carries out, procures or provides, except to the extent that the Data Incident is caused or aggravated by Client's act or omission.

9. Data Retention and Destruction

- 9.1. Client hereby instructs Sterling to retain Client PI as necessary to comply with its Retention Obligations. Sterling shall provide details of its Retention Obligations to Client on request.
- 9.2. Once Retention Obligations are met, subject to the delay required to comply with section 9.4, Sterling shall Anonymize Client PI upon the earlier of either: (a) Client's instruction; or (b) termination or expiration of the Agreement. On Client's request, Sterling shall certify in writing to Client that it has Anonymized Client PI.
- 9.3. Notwithstanding anything to the contrary in this DPA or the Agreement, the parties agree that Sterling does not intend, and makes no guarantee, to retain Client PI for more than seven years after the date Sterling received it. Client hereby authorizes Sterling to Anonymize Client PI after that time has passed.
- 9.4. Upon termination or expiration of the Agreement or before Sterling Anonymizes Client PI, whichever is earlier, Sterling shall either: (a) give Client a reasonable opportunity to retrieve Client PI from Sterling's systems; or (b) provide Client PI to Client in a machine-readable format, subject to additional charge at Sterling's discretion if permitted by law.

10. Audit and Inspection

- 10.1. On Client's request, Sterling shall make available to Client all information reasonably necessary to demonstrate Sterling's compliance with this DPA, the Programs and Applicable Law.
- 10.2. At Client's sole expense, Client or another party of Client's choosing may conduct an audit of Sterling's compliance with this DPA, the Programs and Applicable Law, provided that: (a) Client shall not request more than one audit per calendar year, except as otherwise stated in this DPA; (b) Client shall give Sterling reasonable notice of an audit, shall ensure that the audit is conducted at a mutually agreeable time, and shall ensure that the audit does not unreasonably interfere with Sterling's operations; and (c) Access to Sterling's facilities and confidential information will be subject to Sterling's policies and reasonable confidentiality provisions.
- 10.3. If, during an audit, Client discovers non-compliance with this DPA, the Programs or Applicable Law, Client and Sterling shall work in good faith to agree on a remediation plan, which Sterling shall carry out.
- 10.4. Subject to the requirements and limitations in 10.2(b) and 10.2(c), Client may conduct: (a) one additional audit in each calendar year in response to each Data Incident; and (b) additional audits as may be reasonably necessary to comply with Article 28(3)(h) GDPR, where applicable.
- 10.5. Notwithstanding anything to the contrary in this DPA or the Agreement, audits of Amazon Web Services' Processing of Client PI will be subject to Sterling's agreement with Amazon Web Services and will not be subject to this DPA or the Agreement. Sterling shall provide to Client the audit terms in Sterling's agreement with Amazon Web Services upon Client's request.

11. Data Subjects' Rights

- 11.1. Client shall provide a notice or disclosure to, and, if necessary, collect consent or authorization from Data Subjects for the transfer of Client PI to Sterling and the Processing of Client PI by Sterling as required by Applicable Law. Sterling may make available to Client its systems or sample text for these purposes. Client acknowledges that its use of Sterling's systems or sample text does not relieve Client of its responsibility for compliance with notice, disclosure, authorization and consent provisions in Applicable Law.
- 11.2. Client hereby instructs Sterling to respond on Client's behalf to Data Subjects who communicate with Sterling directly or are referred to Sterling by Client to: (a) inquire about PI in Sterling's custody; (b) inquire about Sterling's Processing of PI; or (c) exercise the Data Subject's rights to access or rectify PI in Sterling's custody. Sterling shall respond to these communications in accordance with Applicable Law. Notwithstanding anything to the contrary in this DPA or the Agreement, Sterling is not required to notify Client of these communications but may do so at its discretion and shall inform Client of the existence, content, and handling of these communications on Client's request.

12. GDPR Liability

- 12.1. Notwithstanding any limitation of liability provisions in the Agreement, each party shall indemnify the other party against a GDPR Compensation Claim in accordance with the indemnifying party's part of responsibility for the damage giving rise to the GDPR Compensation Claim, subject to the following: (a) the party seeking indemnification must notify the indemnifying party without undue delay upon becoming aware that a GDPR Compensation Claim has been or may be made; (b) the party seeking indemnification must take all reasonable measures to minimize the risk, and amount, of a GDPR Compensation Claim; and (c) the party seeking indemnification must reasonably cooperate with the indemnifying party to defend against or otherwise respond to the GDPR Compensation Claim in a mutually acceptable way.
- 12.2. If either party is held liable, individually or jointly with a third party, for a GDPR Fine, then that party shall ensure that fine is paid and shall not seek, and will not be entitled to recover, indemnity from the other party, notwithstanding any provision to the contrary in the Agreement or this DPA.

ANNEX 1 – PROGRAM INFORMATION

I. Introduction

Sterling takes significant measures to ensure the security and privacy of data in our custody. From encrypted databases and communication links, to regular review of information handling processes through Privacy Impact Assessments and ongoing security monitoring, Sterling takes all appropriate technical and organizational measures to safely and responsibly store, transmit, and process information. A world-class, comprehensive privacy policy that applies to all personal information, as well as a layered security strategy that includes technical, procedural, and quality controls, ensures that all data is handled in the way our clients and their applicants expect.

II. Privacy

Privacy Mission Statement

Sterling is committed to the protection of individual privacy rights. We hold ourselves to the highest legal and ethical standard for compliance, and strive to be a privacy champion in the background screening industry. We value the trust placed in us by clients, colleagues and suppliers, and work to maintain that trust by building privacy protection into everything we do.

Core Privacy Principles

Accountability

We are accountable for our privacy practices.

We are responsible for safeguarding the personal information entrusted to us. Sterling has appointed a team of privacy professionals to ensure we comply with our Privacy Policy, the law, our contractual obligations and the rights of individuals. This team provides training and guidance on privacy matters and investigates concerns and complaints from colleagues, clients, individuals or government agencies. We take privacy concerns and complaints seriously and investigate and respond to them in good faith.

Fairness and Transparency

We handle personal information in line with individuals' expectations and the law. We only collect and use personal information with the consent of the individual or where there is a legitimate purpose to do so. Individuals may withdraw consent for use of their personal information at any time.

Proportionality

We ensure that we collect, use and retain only the personal information we need for a specified purpose. We do this by observing a number of more specific principles:

- *Limiting Purposes:* We do not use personal information for purposes that are incompatible with those that were identified when the information was first collected, unless the individual has consented to the new purpose or it is required by law.
- *Limiting Collection, Use and Disclosure:* We avoid the collection, use and disclosure of personal information that is not necessary for the purposes we have identified, unless required by law.
- *Retention:* We retain personal information long enough to fulfill the purpose for which it was originally collected, to fulfill our legal obligations, and to allow individuals to exercise their rights under the law. We securely destroy or anonymize personal information that we are no longer required to retain.

Quality and Accuracy

We take reasonable steps to ensure that personal information is accurate, complete and, where necessary, kept up to date. We collect personal information directly from individuals, through intermediaries such as our clients, and from third parties. While we are not responsible for the accuracy of information held or provided by others, we have robust procedures in place to ensure personal information is recorded faithfully in our system and any errors are corrected promptly.

Security

We ensure personal information in our custody is kept secure. We take the necessary technical and organizational measures to ensure personal information is secured against accidental access, destruction, loss, modification or disclosure, and take appropriate steps to reduce or eliminate harm in case of a breach. We do not transfer personal information to third parties or overseas when it is prohibited by law. When it is permitted to transfer personal information, we ensure that it continues to benefit from the protections afforded by our Privacy Policy and the laws that apply where it was collected.

Individual Participation

We help individuals understand and exercise their legal rights with respect to the personal information entrusted to us. All individuals have the right to know whether we hold personal information about them and, if we do, how it has been or will be used and disclosed. They have a right to access personal information about themselves upon request, with reasonable limitations as provided by law. Individuals have the right to dispute the accuracy of their personal information and, if their dispute is successful, have their information updated as appropriate. We inform individuals about their rights upon request and as required by law, and take reasonable steps to assist them in exercising those rights.

Privacy by Design

We build privacy into everything we do. We subscribe to the concept of Privacy by Design. This means that we take a proactive approach to privacy. Rather than trying to fix privacy problems as they come up, we aim to prevent them entirely. Before a new system, product or procedure is developed, or an existing one is modified, we carefully review any effect it may have on personal information to ensure these Core Privacy Principles are upheld.

Privacy Audits

All Sterling business units and functional areas that collect, use, disclose or store personal information are subject to annual internal audits for compliance with our Core Privacy Principles, as well as occasional spot checks in case of complaints or incidents. Privacy audit results and evidence documentation are centrally managed by our privacy team.

III. Information Security: SterlingONE and Screening Direct Platforms

External Infrastructure

Security in all aspects of its operations, focusing not only on external systems but internal systems as well. Sterling employs industry best practices in our software development processes, change management processes and infrastructure management processes. The Sterling application infrastructure follows best practice designs in ensuring the security of the web application environment. After authentication to access the Sterling application, all transactions are carried over a 128-bit encrypted connection to the web server, and application communications take place over a secure VLAN on the internal network. All data is stored in an encrypted database on fault tolerant storage. This design allows for full confidentiality of all data by ensuring encryption while in transit between systems, as well as while it is at rest in our secured data center.

Internal Infrastructure

Sterling is committed to Information. Maintaining the integrity of the production operational environments is one of the primary focuses. To achieve that goal, the development, quality, and production environments are segregated from each other using both firewall and network segmentation technologies. This ensures that application developers can neither impact, nor access, the data and applications contained within the secured production segments.

Technology Operations

In the customer operations environment, Sterling has implemented a robust and secure architecture that ensures continuing security and confidentiality of all data. By leveraging virtualization technology, secure application environments and strong physical security controls, Sterling has built an environment that protects all of the data under our control from loss. When the time comes to return data to our clients, Sterling takes the same measure of care that we take in protecting the data while under our control. Sterling employs desktop protection that prevents copying of protected information, and uses data loss prevention technology on outbound systems that is able to ensure that sensitive data is encrypted when being returned to our customers. This same technology monitors the transmission of sensitive data, and allows us to monitor abnormal behavior.

Disaster Recovery

To ensure maximum availability for Sterling's applications, Sterling maintains multiple data centers in an active/standby relationship. The primary data center is responsible for normal operations, and in the event of a disaster, the alternate data center is on hot standby and ready to assume processing within a matter of hours.

Security Audits

To complement and verify our set of security controls, Sterling undergoes three different audits with external auditors each year. External auditors perform a network perimeter security assessment, an application penetration test and a physical security assessment at our key facilities. The results of these audits are then fed back into our Information Security Management System (ISMS). The Sterling ISMS is the set of processes used when assessing our compliance with the ISO 27001/27002 set of controls. Sterling is an ISO 27001 certified organization. This means that an independent auditor, who has been accredited by the International Organization for Standardization (ISO), audits our compliance with our documented ISMS in conjunction with the ISO 27001/27002 controls and certifies our compliance with that standard.

IV. Information Security: BackCheck Platform

External Infrastructure

The Sterling application infrastructure follows best practice designs in ensuring the security of the web application environment. After authentication to access the Sterling application, all transactions are carried over a 128-bit encrypted connection to the Web server, and application communications take place over a secure VLAN on the internal network. All data is stored in an encrypted database on fault tolerant storage. This design allows for full confidentiality of all data by ensuring encryption while in transit between systems, as well as while it is at rest in our secured data centre.

Internal Infrastructure

Sterling is committed to Information Security in all aspects of its operations, focusing not only on external systems but internal systems as well. Sterling employs industry best practices in our software development processes, change management processes, and infrastructure management processes. Maintaining the integrity of the production operational environments is one of the primary focuses. To achieve that goal, the development, quality, and production environments are segregated from each other using both firewall and network segmentation technologies. This ensures that application developers can neither impact nor access the data and applications contained within the secured production segments.

Technology Operations

In the customer operations environment, Sterling has implemented a robust and secure architecture that ensures continuing security and confidentiality of all data. By leveraging virtualization technology, secure application environments, and strong physical security controls, Sterling has built an environment that protects all of the data under our control from loss. When the time comes to return data to our clients, Sterling takes the same measure of care that we take in protecting the data while under our control. Sterling employs desktop protection that prevents copying of protected information, and uses data loss prevention technology on outbound systems that is able to ensure that sensitive data is encrypted when being returned to our customers. This same technology monitors for the transmission of sensitive data and allows us to monitor for abnormal behaviour.

Disaster Recovery

Sterling has a continuity plan in case of interruption of service for any uncontrollable event that would render our primary operations centre ineffective. We are confident in the seamless continuity of operations in the event of any emergency situation. Sterling's data is maintained by TELUS in a state-of-the-art facility that is designed to preserve and protect data in the event of any potential disaster. By harnessing industry leading technology, Sterling ensures optimal disaster recovery coordination.

Security Audits

To complement and verify our set of security controls, Sterling undergoes two different audits with external auditors each year: a network perimeter security assessment and an application penetration test. The results of these audits are then fed back into our Information Security Management System (ISMS).

V. Privacy and Security Training and Enforcement

All Sterling employees are required to complete several Privacy and Information Security training modules at the beginning of employment and annually thereafter. Training programs are tailored to job function and explain the importance and application of information security controls, the Core Privacy Principles and how to recognize and respond to incidents of non-compliance or potential breach. Each training module is followed by a short quiz to ensure understanding. Non-compliance with privacy and security policies results in disciplinary action and retraining or, in some cases, termination of employment.

VI. Incident Response

While privacy or data security incidents are rare, Sterling takes any report or suspicion of an incident seriously. A privacy incident is the unauthorized access, use or disclosure of personal information; an information security incident is a threat to the secure and effective operations of our network or IT infrastructure. We have a detailed incident response protocol that ensures rapid containment and analysis of an incident, appropriate notification to clients and affected individuals, risk mitigation measures where personal information has been compromised, and compliance with any legal obligations that may arise as a result of the incident. In the wake of any privacy or security incident, we will conduct and document a full evaluation of the causes and contributing factors and implement appropriate changes to systems and processes to avoid a reoccurrence.

VII. Legal Compliance

Sterling systems, policies and procedures are designed to meet or exceed all requirements set out in data protection, privacy and consumer reporting laws in all jurisdictions in which we operate. Some examples include the Personal Information Protection and Electronic Documents Act (PIPEDA) and similar provincial legislation in Canada, the General Data Protection Regulation (GDPR) and related member state laws in the European Union, and the Fair Credit Reporting Act (FCRA) and similar state laws in the United States.

ANNEX 2 – TYPES OF CLIENT PERSONAL INFORMATION

Sterling may Process the following types of Client Personal Information under the Agreement:

- Identification information
- Copies of identity documents
- Phone and email contact information
- Current and past addresses and proof of address
- Right to work, immigration status and work permit information
- Education history and qualifications
- Employment or volunteering history, including, where applicable, fiduciary or directorship responsibilities
- Gap or travel activities
- Personal and Professional references
- Professional qualifications and registrations with professional bodies
- Publicly sourced information (e.g. media or online information)
- Driver's license and status, including driver history and expiration date
- Opinions about Data Subjects from references they have provided
- Civil court records

Sterling may also Process the following types of Client Personal Information that may be considered “sensitive” or “special categories” under Applicable Law:

- Government-issued or financial identification numbers
- Date of birth
- Place of birth
- Sex
- Sanctions with professional bodies
- Criminal history
- Financial information such as credit history, bankruptcy, financial judgments or tax information
- Appearance on global sanctions or terrorist watch lists
- Driving records, penalties and restrictions

BACKGROUND SCREENING REQUIREMENTS ADDENDUM (FCRA)

In connection with the Service Agreement ("Agreement") by and between Sterling Infosystems, Inc. dba Sterling ("Sterling") and _____ ("End User" or "Client"), Sterling will furnish End User with Screening Reports conditioned upon End User's compliance with its obligations set forth below (and in the Agreement). This Background Screening Requirements Addendum (this "Addendum") is incorporated into and made part of the Agreement. Capitalized terms used but not defined in this Addendum shall have the meanings ascribed to them in the Agreement.

1. **FCRA Certification.** To the extent that End User is located in the United States and/or End User's procurement and/or use of Screening Reports is subject to the FCRA, End User certifies that it will do the following:
 - 1.1. **Permissible Purpose.** End User hereby certifies that all of its orders for Screening Reports from Sterling shall be made, and the resulting reports shall be used for employment purposes, as defined in the FCRA, including evaluating a consumer for employment, promotion, reassignment or retention as an employee, where the consumer has given prior written permission.
 - 1.2. **Compliance with Laws.** End User shall comply with all federal (including, without limitation, the FCRA), state, local, and international laws and regulations applicable to End User in connection with its procurement and use of Screening Reports furnished by Sterling.
 - 1.3. **Receipt of Required Notices.** End User acknowledges that it has received and reviewed a copy of the notices titled (i) *Notice to Users of Consumer Reports: Obligations of Users Under the Fair Credit Reporting Act ("Notice to Users")*, which explains End User's obligations under the FCRA as a user of consumer information and a copy of which is attached hereto as Exhibit A-1, and (ii) *A Summary of Your Rights Under the Fair Credit Reporting Act*, a copy of which is attached hereto as Exhibit A-2. End User certifies that it will comply with all applicable provisions of Notice to Users.
 - 1.4. **Disclosure and Authorization.** End User agrees and certifies that prior to procurement or causing the procurement of a consumer report for employment purposes: (a) A clear and conspicuous disclosure has been made in writing to the consumer, in a document that consists of only the disclosure, explaining that a consumer report may be obtained for employment purposes and such disclosure satisfied all of the requirements of the FCRA as well as any applicable state or local laws; and (b) The consumer has authorized in writing the procurement of the report by End User.
 - 1.5. **Investigative Consumer Reports.** In addition to the disclosure and authorization requirements in Section 1.4 above, End User agrees and certifies that prior to procurement or causing the procurement of an investigative consumer report for employment purposes: (a) It has been clearly and accurately disclosed to the consumer that an investigative consumer report including information as to the consumer's character, general reputation, personal characteristics and/or mode of living may be made; and (b) Such disclosure (i) is made in a writing mailed, or otherwise delivered, to the consumer, not later than three days after the date on which the report was first requested, (ii) contains a statement informing the consumer of his/her right to request a complete and accurate disclosure of the nature and scope of the requested investigation and his/her right to request a copy of the rights of the consumer under the FCRA titled *A Summary of Your Rights Under the Fair Credit Reporting Act*, and (iii) satisfied all of the requirements of the FCRA as well as any applicable state or local laws. If the consumer makes a request within a reasonable time after his/her receipt of the required disclosure, End User certifies that it shall make a complete and accurate disclosure of the investigation requested. Such disclosure shall be made in a writing mailed, or otherwise delivered, to the consumer not later than five (5) days after the date on which the request for such disclosure was received from the consumer or such report was first requested, whichever is the later.
 - 1.6. **Adverse Action.** Pursuant to the FCRA and, where applicable, state and local laws and regulations, before taking any adverse action based in whole or in part on a Screening Report, End User must adhere to certain obligations. At a minimum, in using a Screening Report for employment purposes, before taking any adverse action based in whole or in part on the Screening Report, End User shall provide to the consumer to whom the Screening Report relates: (a) A pre-adverse action notice/letter stating that End User is considering taking adverse action; (b) A copy of the full and complete Screening Report; (c) A copy of the notice titled *A Summary of Your Rights Under the Fair Credit Reporting Act* and any applicable state summary of rights; (d) A reasonable opportunity of time to correct any erroneous information contained in the Screening Report; and (e) Contact information for Sterling. If End User thereafter takes adverse action, End User shall also provide a final adverse action notice to the consumer to whom the Screening Report relates. Such notice shall comply with all applicable laws, and shall include the name, address, and phone number of Sterling; a statement that Sterling did not make the decision to take the unfavorable action and cannot give specific reasons for it; and a notice of the person's right to dispute the accuracy or

completeness of any information Sterling furnished, and to get an additional free report from Sterling if the person asks for it within 60 days.

- 1.7. **Equal Employment Opportunity.** End User further certifies that information from any Screening Report will not be used in violation of any applicable federal or state equal opportunity law or regulation.
- 1.8. **Continuing Certification.** End User certifies that each and every time it requests a Screening Report regardless of ordering mechanism, it is at the time that the order is placed reaffirming its certifications herein, including without limitation, Section 1.4 above.
- 1.9. **Required Certification Updates.** If Sterling determines, in Sterling's sole discretion, that regulatory or industry changes require updates to the Employer Certification in this Section 1, Sterling retains the right to request and require additional documentation and certifications from End User. End User understands that any failure to cooperate with reasonable requests for such documentation and certifications may constitute grounds for immediate suspension of the Services and termination of the Agreement.

2. State Certifications.

- 2.1. **California Certification.** End User hereby certifies that, under the Investigative Consumer Reporting Agencies Act ("ICRAA"), California Civil Code Sections 1786 et seq., and the Consumer Credit Reporting Agencies Act ("CCRAA"), California Civil Code Sections 1785.1 et seq., to the extent End User is located in the State of California, and/or End User's request for and/or use of Screening Reports pertains to a California resident or worker, End User will do the following:
 - 2.1.1. Request and use Screening Reports solely for permissible purpose(s) identified under California Civil Code Sections 1785.11 and 1786.12.
 - 2.1.2. When, at any time, a Screening Report is sought for employment purposes other than suspicion of wrongdoing or misconduct by the consumer who is the subject of the investigation, provide a clear and conspicuous disclosure in writing to the consumer, which solely discloses: (i) that an investigative Screening Report may be obtained; (ii) the permissible purpose of the investigative Screening Report; (iii) that information on the consumer's character, general reputation, personal characteristics and mode of living may be disclosed; (iv) the name, address, and telephone number of Sterling; and (v) the nature and scope of the investigation requested, including a summary of the provisions of California Civil Code Section 1786.22.
 - 2.1.3. When, at any time, a Screening Report is sought for employment purposes other than suspicion of wrongdoing or misconduct by the consumer who is the subject of the investigation, only request a Screening Report if the applicable consumer has authorized in writing the procurement of the Screening Report.
 - 2.1.4. Provide the consumer a means by which he/she may indicate on a written form, by means of a box to check, that the consumer wishes to receive a copy of any Screening Report that is prepared.
 - 2.1.5. If the consumer wishes to receive a copy of the Screening Report, send (or contract with another entity to send) a copy of the Screening Report to the consumer within three business days of the date that the Screening Report is provided to End User. The copy of the Screening Report shall contain the name, address, and telephone number of the person who issued the report and how to contact him/her.
 - 2.1.6. Under all applicable circumstances, comply with California Civil Code Sections 1785.20 and 1786.40 if the taking of adverse action is a consideration, which shall include, but may not be limited to, advising the consumer against whom an adverse action has been taken that the adverse action was based in whole or in part upon information contained in the Screening Report, informing the consumer in writing of Sterling's name, address, and telephone number, and provide the consumer with a written notice of his/her rights under the ICRAA and the CCRAA.
 - 2.1.7. Comply with all other requirements under applicable California law, including, but not limited to any statutes, regulations and rules governing the procurement, use and/or disclosure of any Screening Reports, including, but not limited to, the ICRAA and the CCRAA.
- 2.2. **Vermont Certification.** In addition to the *Notice to Users*, if End User is a user of Vermont Screening Reports, End User certifies that it will comply with the applicable provisions of Vermont law, including, without limitation, Section 2480e of the Vermont Fair Credit Reporting Statute. End User further certifies that it has received a copy of Section 2480e of the Vermont Fair Credit Reporting Statute, attached hereto as Exhibit A-3.

3. General Use Requirements. End User further certifies that:

- 3.1. It will use each Screening Report only for a one-time use and will request Screening Reports only for End User's exclusive use, except to the extent that disclosure to others is required by law.

- 3.2. It shall provide access to Screening Reports provided by Sterling only to employees, agents and representatives of End User who fully review and understand End User's obligations under the FCRA and the Agreement and who agree to comply with those obligations.
- 3.3. It shall ensure that its users do not request and/or obtain Screening Reports on themselves, coworkers, employees, family members or friends unless it is in connection with a legitimate business transaction and procured in accordance with the terms of this Addendum.
- 3.4. It shall hold the Screening Reports in strict confidence. End User shall maintain all Screening Reports in a secure and confidential manner and shall follow all applicable laws relating to storage and dissemination of information. Furthermore, End User shall dispose of any Screening Reports and any other documentation containing personally identifiable information received from Sterling in accordance with applicable law, including without limitation, the FACTA Disposal Rules.
- 3.5. End User shall implement and maintain a comprehensive information security program that contains administrative, technical, and physical safeguards that are appropriate to the End User's size and complexity, the nature and scope of its activities, and the sensitivity of the information provided to End User by Sterling; and that such safeguards shall be reasonably designed to (i) ensure the security and confidentiality of the information provided by Sterling, (ii) protect against any anticipated threats or hazards to the security or integrity of such information, and (iii) protect against unauthorized access to or use of such information that could result in substantial harm or inconvenience to any consumer. Such safeguards shall include, at a minimum, the requirements contained in Exhibit B to this Agreement ("Access Security Requirements").
- 3.6. It shall retain copies of all written authorizations and disclosures and any reports it receives from Sterling for a period of five (5) years and will make such reports available to Sterling upon request.
- 3.7. It shall not resell, sublicense, deliver, display, use for marketing purposes or otherwise distribute any Screening Reports provided by Sterling to any third party. ANY PERSON WHO WILLFULLY AND KNOWINGLY OBTAINS, RESELLS, TRANSFERS, OR USES INFORMATION IN VIOLATION OF LAW MAY BE SUBJECT TO CRIMINAL CHARGES AND/OR LIABLE TO ANY INJURED PARTY FOR TREBLE DAMAGES, REASONABLE ATTORNEY'S FEES AND COSTS. OTHER CIVIL AND CRIMINAL LAWS MAY ALSO APPLY
- 3.8. It understands that 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.

4. Product-Specific Requirements.

- 4.1. **SSN Trace.** If Screening Reports include Social Security Number Trace ("SSN Trace"), End User shall not use Social Security Number trace results in any way, directly or indirectly, for the purpose of making employment decisions. End User also confirms that it will not use Social Security Number trace information in any way that would violate the privacy obligations or any other terms and provisions of the Gramm-Leach-Bliley Act (15 U.S.C 6801 et seq.) or the Federal Drivers Privacy Protection Act (18.U.S.C. Section 2721 et seq.) or any other similar U.S. state or local statute, rule or regulation.
- 4.2. **U.S. MVRs.** If Screening Reports include United States motor vehicle reports ("MVRs"), End User:
 - 4.2.1. Shall comply with the Drivers Privacy Protection Act ("DPPA") and any applicable state laws.
 - 4.2.2. Shall be responsible for understanding and for staying current with all specific state forms, certificates of use or other documents or agreements including any changes, supplements or amendments thereto imposed by the states (collectively referred to as "Specific State Forms") from which it will order MVRs. End User certifies that it will file all applicable Specific State Forms required by individual states.
 - 4.2.3. Certifies that no MVRs shall be ordered without first obtaining the written consent of the data subject to obtain "driving records," evidence of which shall be transmitted to Sterling in the form of the data subject's signed release authorization form. End User also certifies that it will use this information only in the normal course of business (i) to obtain lawful information relating to the holder of a commercial driver's license, or (ii) to verify information provided by a candidate or employee. End User shall protect the privacy of the information of the data subject in an MVR and shall not transmit any data contained in the resulting MVR via any unsecured means.
- 4.3. **Massachusetts iCORI.** To the extent End User is requesting Sterling to provide Massachusetts iCORI information: (i) End User notified the consumer in writing of, and received permission via a separate authorization for Sterling to obtain and provide CORI information to End User; (ii) End User is in compliance with all federal and state credit reporting statutes; (iii) End User will not misuse any CORI information provided in violation of federal or state equal employment opportunity

laws or regulations; and (iv) End User will provide Sterling with a statement of the annual salary of the position for which the subject is screened.

4.4. Credit Reports. If Screening Reports include credit reports, End User:

4.4.1. Certifies that it will promptly notify Sterling of any change in its location, structure, ownership or control, including but not limited to the addition of any branch(es) that will be requesting and/or accessing credit reports.

4.4.2. Acknowledges and understands that credit bureaus may prohibit the following persons, entities and/or businesses from obtaining credit reports: adult entertainment service of any kind; asset location service; attorney or law firm engaged in the practice of law (unless engaged in collection or using the report in connection with a consumer bankruptcy pursuant to the written authorization of the consumer); bail bondsman (unless licensed by the state in which they are operating); child location service – company that locates missing children; credit counseling (except not-for-profit credit counselors); credit repair clinic; dating service; financial counseling (except a registered securities broker dealer or a certified financial planner); with respect to U.S. credit reports, foreign company or agency of a foreign government; genealogical or heir research firm; law enforcement agency; massage service; news agency or journalist; pawn shop; private detective, detective agency or investigative company; repossession company; subscriptions (magazines, book clubs, record clubs, etc.); tattoo service; time shares - company seeking information in connection with time shares (exception: financiers of time shares); weapons dealer, seller or distributor.

5. Right to Audit. End User agrees to cooperate with any reasonable audit request by Sterling and/or a third-party data supplier of Sterling to assure compliance with the terms of this Addendum; provided that (i) Sterling shall give End User reasonable prior notice of any such audit; (ii) any such audit shall be subject to End User's security policies and third-party confidentiality obligations, and (iii) Sterling shall conduct or cause to be conducted such audit in a manner designed to minimize disruption of End User's normal business operations. End User understands that any failure to cooperate with reasonable requests regarding an audit constitutes grounds for immediate suspension of the Services and termination of the Agreement.

6. Hold Harmless. End User agrees to indemnify and hold harmless Sterling, its suppliers, and their successors and assigns, and their current and former officers, directors, employees, and agents, both individually and in their official capacities from any liability and attorneys' fees incurred due to End User's violation of any of the terms of this Addendum or failure to comply with applicable law.

Client:	
Signature:	
Print Name:	
Title:	
Date:	

EXHIBIT A-1

All users of consumer reports must comply with all applicable regulations. 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 Consumer Financial Protection Bureau's (CFPB) 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 CFPB'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.

I. 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. Federal regulations are 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. Federal regulations have been issued that cover disposal.

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 CFPB.

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 federal regulations) – 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 615(d). This practice is known as “prescreening” and typically involves obtaining from a CRA a list of consumers 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 CFPB has established the format, type size, and manner of the disclosure required by Section 615(d), with which users must comply. The relevant 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 CFPB’s website, www.consumerfinance.gov/learnmore, has more information about the FCRA, including publications for businesses and the full text of the FCRA.

Citations for FCRA sections in the U.S. Code, 15 U.S.C. § 1618 et seq.:

Section 602	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. 1681cA	Section 619	15 U.S.C. 1681q
Section 605B	15 U.S.C. 1681cB	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 A-2

Para información en español, visite www.consumerfinance.gov/learnmore o escribe a la Consumer Financial Protection Bureau, 1700 G Street N.W., 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 N.W., 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 1-888-5-OPTOUT (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, N.W. Washington, DC 20552</p> <p>b. Federal Trade Commission Consumer Response Center 600 Pennsylvania Avenue, N.W. 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 1301 McKinney Street, Suite 3450 Houston, TX 77010-9050</p> <p>b. Federal Reserve Consumer Help Center P.O. Box 1200 Minneapolis, MN 55480</p> <p>c. FDIC Consumer Response Center 1100 Walnut Street, Box #11 Kansas City, MO 64106</p> <p>d. National Credit Union Administration Office of Consumer Financial Protection (OCFP) Division of Consumer Compliance Policy and Outreach 1775 Duke Street Alexandria, VA 22314</p>
<p>3. Air carriers</p>	<p>Asst. General Counsel for Aviation Enforcement & Proceedings Aviation Consumer Protection Division Department of Transportation 1200 New Jersey Avenue, S.E. Washington, DC 20590</p>
<p>4. Creditors Subject to the Surface Transportation Board</p>	<p>Office of Proceedings, Surface Transportation Board Department of Transportation 395 E Street, S.W. Washington, DC 20423</p>
<p>5. Creditors Subject to the Packers and Stockyards Act, 1921</p>	<p>Nearest Packers and Stockyards Administration area supervisor</p>
<p>6. Small Business Investment Companies</p>	<p>Associate Deputy Administrator for Capital Access United States Small Business Administration 409 Third Street, S.W., Suite 8200 Washington, DC 20416</p>
<p>7. Brokers and Dealers</p>	<p>Securities and Exchange Commission 100 F Street, N.E. Washington, DC 20549</p>
<p>8. Federal Land Banks, Federal Land Bank Associations, Federal Intermediate Credit Banks, and Production Credit Associations</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, N.W. Washington, DC 20580 (877) 382-4357</p>

EXHIBIT A-3

Vermont Fair Credit Reporting Statute, 9 V.S.A. § 2480e (1999)

§ 2480e. Consumer consent

(a) A person shall not obtain the credit report of a consumer unless:

- (1) the report is obtained in response to the order of a court having jurisdiction to issue such an order; or
- (2) the person has secured the consent of the consumer, and the report is used for the purpose consented to by the consumer.

(b) Credit reporting agencies shall adopt reasonable procedures to assure maximum possible compliance with subsection (a) of this section.

(c) Nothing in this section shall be construed to affect:

- (1) the ability of a person who has secured the consent of the consumer pursuant to subdivision (a)(2) of this section to include in his or her request to the consumer permission to also obtain credit reports, in connection with the same transaction or extension of credit, for the purpose of reviewing the account, increasing the credit line on the account, for the purpose of taking collection action on the account, or for other legitimate purposes associated with the account; and
- (2) the use of credit information for the purpose of prescreening, as defined and permitted from time to time by the Federal Trade Commission.

VERMONT RULES *** CURRENT THROUGH JUNE 1999 ***
AGENCY 06. OFFICE OF THE ATTORNEY GENERAL
SUB-AGENCY 031. CONSUMER PROTECTION DIVISION
CHAPTER 012. Consumer Fraud--Fair Credit Reporting
RULE CF 112 FAIR CREDIT REPORTING
CVR 06-031-012, CF 112.03 (1999)
CF 112.03 CONSUMER CONSENT

(a) A person required to obtain consumer consent pursuant to 9 V.S.A. §§ 2480e and 2480g shall obtain said consent in writing if the consumer has made a written application or written request for credit, insurance, employment, housing or governmental benefit. If the consumer has applied for or requested credit, insurance, employment, housing or governmental benefit in a manner other than in writing, then the person required to obtain consumer consent pursuant to 9 V.S.A. §§ 2480e and 2480g shall obtain said consent in writing or in the same manner in which the consumer made the application or request. The terms of this rule apply whether the consumer or the person required to obtain consumer consent initiates the transaction.

(b) Consumer consent required pursuant to 9 V.S.A. §§ 2480e and 2480g shall be deemed to have been obtained in writing if, after a clear and adequate written disclosure of the circumstances under which a credit report or credit reports may be obtained and the purposes for which the credit report or credit reports may be obtained, the consumer indicates his or her consent by providing his or her signature.

(c) The fact that a clear and adequate written consent form is signed by the consumer after the consumer's credit report has been obtained pursuant to some other form of consent shall not affect the validity of the earlier consent.

EXHIBIT B

ACCESS SECURITY REQUIREMENTS

The parties acknowledge they must work together to protect the privacy of consumers. The following measures are designed to reduce unauthorized access of consumer reports. In accessing consumer information, End User agrees to implement and maintain the following measures:

1. All credentials such as user names/identifiers (user IDs) and user passwords must be kept confidential and must not be disclosed to an unauthorized party. End User agrees it will not discuss its Sterling credentials by telephone with any unknown caller, even if the caller claims to be an employee of End User or Sterling.
2. IT resources owned by the End User but used to access Sterling systems ("system access software"), whether developed by it or purchased from a third party vendor, will have End User's Sterling account username and password information "hidden" or embedded and be known only by authorized personnel. End User will assign each user of any system access software a unique logon password to access the End User's systems or networks. If such system access software is replaced by different access software and therefore no longer is in use or, alternatively, the hardware upon which such system access software resides is no longer being used or is being disposed of, or if the password has been compromised or believed to be compromised in any way, End User will change its password immediately.
3. Create a unique user ID for each user to enable individual authentication and accountability for access to Sterling's infrastructure. Each use of the system access software must also have a unique logon password.
4. User IDs and passwords shall only be assigned to authorized individuals based on least privilege necessary to perform job responsibilities.
5. User IDs and passwords must not be shared, posted, or otherwise divulged in any manner.
6. Develop strong passwords that (i) contain a minimum of eight (8) alphanumeric characters for standard user accounts, and (ii) for interactive sessions (i.e. non system-to-system) ensure that passwords are changed periodically (every 90 days is recommended).
7. Passwords (e.g. subscriber code passwords, user password) must be changed immediately when (i) any system access software is replaced by another system access software or is no longer used, and/or (ii) any suspicion of password being disclosed to an unauthorized party.
8. Protect all passwords using, for example, encryption or a cryptographic hashing algorithm also known as "one-way" encryption. When using encryption, ensure that strong encryption algorithm are utilized (e.g. AES 256 or above).
9. Implement password protected screensavers with a maximum thirty (30) minute timeout to protect unattended workstations. Systems should be manually locked before being left unattended.
10. Terminate access rights immediately for users who access consumer information when those users are terminated or when they have a change in their job tasks and no longer require access to that consumer information.



Tab 2 – Products/Pricing

a. Appendix E (D) Price Proposal

a) Products/Pricing

Please refer to Appendix E (D) Price Proposal included in this tab.

Appendix D

RFP 19-13

Pre-Employment Background Screening, Related Products and Services

PRICE PROPOSAL

A. BACKGROUND SCREENING SERVICE PACKAGES

1. New General Employee Package. Provide package and pricing related to screening a new general employee. Following items: Form I-9/E-Verify; SSN Trace; criminal check; national sex offender check; and national security watch list (OFAC) check. Price starting at \$14.45
2. New Management Employee Package. Provide package and pricing related to screening a new management-level employee. Following items: Form I-9/E-Verify; SSN trace; employment credit report; criminal check; national sex offender check; driver license check; national security watch list (OFAC) check; and education verification. Price starting at \$26.45
3. Existing General Employee Package. Provide package and pricing related to screening an existing general employee. Following items: SSN trace; criminal check; national sex offender check; and national security watch list (OFAC) check. Price starting at \$11.50
4. Existing Management Employee Package. Provide package and pricing related to screening an existing management-level employee. Following items: SSN trace; criminal check; national sex offender check; and national security watch list (OFAC) check; and education verification. Price starting at \$17.50
5. International Package. Provide package and pricing related to screening international potential and existing employee. Following items: Form I-9/E-Verify; SSN trace; employment credit report; criminal check; national sex offender check; driver license check; national security watch list (OFAC) check; and education verification. Price starting at \$26.25
6. Recommended Package(s). Should your firm have other recommended package plans, provide recommendation as part of your response.

When working with other purchasing groups we typically find their member base has very different needs. We are flexible with our package creation and can tailor our packages to the needs of each individual member. The chart below includes our standard screening services and a la carte pricing with cooperative discounts built in. Packages will be created based on adding the individual service prices.

B. UNBUNDLED BACKGROUND SCREENING SERVICES

Please identify costs for “a la carte”/per unit background screening services using the table below (you may respond with additional details (express the levels, years, etc.), products and/or services):

Services	Price single name not to exceed	Price for all names/ aliases	Average Turnaround Time (in business days)	Comments
Data Confirmation Searches				
Social Security Number verification (CBSV)	\$ 4.00		2-3 business days	
Social Security Number search/trace (Address History Report)	\$ 1.00		instant	
Criminal History Searches				
County criminal search in a single county	\$ 6.00	\$ 10.50	1 day (average 10 hours for county criminal history reports)	Plus county fees where applicable
County criminal search in all counties where the Consumer lived in the past 5 years based on the Social Security Number search	\$ 9.50	\$ 16.50	1 day	Plus county fees where applicable
County criminal search in all counties where the Consumer lived in the past 7 years based on the Social Security Number search	\$ 10.50	\$ 18.25	1 day	Plus county fees where applicable
County criminal search in all counties where the Consumer lived in the past 10 years based on the Social Security Number search	\$ 13.50	\$ 23.50	2 days	Plus county fees where applicable
County criminal search in all counties where the Consumer lived in the past 15 years based on the Social Security Number search	\$ 30.00	\$ 52.50	2 days	Plus county fees where applicable
County criminal search in all counties where the Consumer lived - UNLIMITED	\$ 45.00	\$ 78.75	2 days	Plus county fees where applicable
State criminal search - single state	\$ 6.00	\$ 10.00	2 days	Plus state fees
State criminal search in all states where the Consumer lived in the past 7 years based on the Social Security Number search	\$ 10.00	\$ 17.00	2 days	Plus state fees
State criminal search in all states where the Consumer lived in the past 10 years based on the Social Security Number search	\$ 12.50	\$ 21.25	2 days	Plus state fees
Federal district criminal court search for a single federal district	\$ 2.75	\$ 4.25	1 day	Plus fees where applicable
Federal district criminal court search for all federal districts where the Consumer lived in the past 7 years based on the social security number search	\$ 4.50	\$ 7.75	1 day	
Federal criminal search in all federal districts where the Consumer lived in the past 10 years based on the Social Security Number search	\$ 6.50	\$ 11.25	1 day	
Add criminal for jurisdictions off education and employment locations	\$ 6.00	\$ 10.50	1 day	Per county/state/district price
National Criminal Database check with validations included in price	\$ 4.00	\$ 7.00	1 day	Validations included but county fees passed through if necessary
Locator Select (formerly ArrestDirect) with county validations included	\$ 4.00	\$ 7.00	1 day	Validations included but county fees passed through if necessary

DOJ <u>50-State</u> Sex Offender Search	\$ 2.50	\$ 4.25	1 day	
Office of Financial Assets Control (OFAC) search	\$ 2.00	\$ 3.50	1 day	
MVR Monitoring	Varies			This product pricing depends on the details of the program. There are implementation fees and monthly employee. More details can be provided on individual member basis.
Arrest Monitoring	\$ 1.00	N/A	ongoing	Price is per employee per month.
Civil Searches				
Driving record search from <u>a single state</u> DMV (Department of Motor Vehicles)	\$ 2.00		1 day	Plus state fees
Credit report for employment purposes	\$ 4.00		1 day	
Site Inspection for Credit Reports	\$ 85.00			One time third party vendor pass thru fee. Subject to increase if vendor raises fees
Upper county civil courts search in <u>a single county</u>	\$ 14.00	\$ 24.50	3 days	Plus fees where applicable
Upper county civil courts search in <u>all counties</u> where the consumer has lived in the <u>past 7 years</u> based on the social security number search	\$ 30.00	\$ 52.50	3 days	Plus fees where applicable
Upper and Lower county civil courts search in <u>a single county</u>	\$ 29.00	\$ 50.75	4 days	Plus fees where applicable
Upper and Lower county civil courts search in <u>all counties</u> where the consumer has lived in the <u>past 7 years</u> based on the social security number search	\$ 60.00	\$ 105.00	4 days	Plus fees where applicable
Healthcare Profession Searches				
Fraud and Abuse Control Information System - Level I	\$ 4.00		2 days	
Fraud and Abuse Control Information System - Level II	\$ 5.00		2 days	
Fraud and Abuse Control Information System - Level III	\$ 6.00		2 days	
Office of Inspector General (OIG) excluded persons list search	\$ 3.00		1 day	
General Services Administration (GSA) excluded parties list search	\$ 2.00		1 day	
OIG (Office of Inspector General) /GSA (Government Services Administration) Check (Combined)	\$ 4.75		1 day	
National Practitioners Data Bank (NPDB)	\$ 3.50		1 day	
Neglect/Abuse Databases	\$ 5.50		1 day	
Verifications				
Employment verification for <u>one</u> employer	\$ 6.00		2 days	For one employer - plus verification fees when applicable
Employment verification for <u>all employers</u> in <u>past 7 years</u> , maximum 3 employers	\$ 14.00		2 days	Plus verification fees where applicable
Employment verification for <u>all employers</u> in <u>past 10 years, maximum 5 employers</u>	\$ 24.00		3 days	
Enhanced Employment/Education verification (3 calls to employer/school, 2 calls to candidate to obtain proof, then close) - <u>per</u>	\$ 8.50		3 days	Per verification - plus verification fees when applicable

<u>school/employer</u>				
Enhanced Employment verification (3 calls to employer, 2 calls to candidate to obtain proof, then close) - <u>all employers, last 7 years, maximum 3 employers</u>	\$ 20.00		3 days	Per verification - plus verification fees when applicable
Enhanced Employment verification (3 calls to employer, 2 calls to candidate to obtain proof, then close) - <u>all employers, last 10 years, maximum 5 employers</u>	\$ 27.50		3 days	Per verification - plus verification fees when applicable
Education verification with <u>one educational institution</u> for highest degree granted	\$ 6.00		2 days	Plus Verification fees where applicable
Professional license verification with one licensing agency	\$ 6.00		1 day	Plus fees where applicable
Professional/Personal Reference	\$ 8.50		2 days	
Military Verification	\$ 7.50		Varies	Plus fees where applicable
Department of Transportation (DOT) Verification	\$ 7.50		3 days	plus fees where applicable
Other				
Applicant Tracking System (ATS) or Human Resources Information System (HRIS) Integration Fee	see notes			Integration fees waived if standard integration. Custom integrations - prices vary based on complexity. See Details Below
Educational Offerings	see notes			Free webinars and trainings on Sterling's services and technology as available. Additional notifications and updates through Member notifications and newsletters all at no charge to Member
Pre-adverse/adverse letters	\$ 5.50			Per candidate
Client Matrix Application (CMA) – Report Ratings based on client criteria	\$ 1.25			Per report
Patriot Act Check	\$ 6.00		1 day	Combines EPLS, OFAC, FDA, and OIG Checks
Excluded Parties List System (EPLS)	\$ 3.50		1 day	
Federal Financial Institutions Check	\$ 7.00		1 day	
Limited Denial of Participation (HUD Programs)	\$ 7.00		1 day	
Denied Persons List	\$ 7.00		1 day	
Globex Report (Extended Global Sanctions)	\$ 6.75		1 day	
Bishops Services	varies			Varies based on client need
Commercial Driver's License Information System (CDLIS) Check (price includes fees)	\$ 3.75		1 day	Notifies user where applicant has had license and can trigger MVR for each state – includes fees
Alias / Maiden Name checks - for any other services where price may not specifically be listed				1.75x single name price
Global Screening	varies	varies		All global screening quotes will be based on 10,000 check volume in Sterling Global Toolkit (lowest possible pricing at any given time). International searches are available in 200 countries.
Fingerprint Check (FINRA)	\$20.00		2-3 days	

Fingerprint Check (FBI)	\$20.00		1 day	Plus FBI Fees
Social Media Check	\$30.00		2 days	
Sterling Identity Document Verification	\$ 2.65		instant	Price per candidate
Sterling Identity Document Verification with Facial Recognition	\$ 3.85		instant	Price Per candidate
Department of Transportation PSP Crash & Inspection Records (DOTFMCSA)	\$ 15.50		2 days	Plus fees
Managed Compliance (Sterling sends out FCRA documents upon candidate requests)	\$ 4.00			Per candidate
Resume Comparison	\$ 13.50		3 days	Per candidate
Order Entry Fee	\$ 7.50			
Drug Screening				
Non-DOT Urine 5, 9, 10 Panel (collection in network includes collection, lab, and medical review officer)	\$ 26.00		1-2 days on negatives, 2-4 days on non-negatives	Plus third-party collection fees if necessary
Non-DOT Urine Panel w/ MDMA (Ecstasy) (collection in network includes collection, lab, and medical review officer)	\$ 26.00		1-2 days on negatives, 2-4 days on non-negatives	
Non-DOT Medical Professional 19 Panel (collection in network includes collection, lab, and medical review officer)	\$ 75.00		1-2 days on negatives, 2-4 days on non-negatives	
Non-DOT Urine Panel w/ Expanded Opiate (collection in network includes collection, lab, and medical review officer)	\$ 33.00		1-2 days on negatives, 2-4 days on non-negatives	
DOT 5 Panel Urine Drug Test (collection in network includes collection, lab, and medical review officer)	\$ 28.00		1-2 days on negatives, 2-4 days on non-negatives	
E-Screen (OHN) Urine 5, 7, 9 Panel (collection out of network includes collection, lab, and medical review officer)	\$ 38.00		1-2 days on negatives, 2-4 days on non-negatives	
Non-DOT Urine 4 Panel (removal of marijuana panel, collection in network includes collection, lab, and medical review officer)	\$ 26.00		1-2 days on negatives, 2-4 days on non-negatives	Plus third-party collection fees if necessary
10 panel Urine Drug Screen with Expanded Opiate, Oxy+ua (12 Panel)	\$ 32.85			
5 Panel eCup Rapid Test	\$ 8.75			
Oxycodone Add-On	\$ 7.00			
Urine: 10 Panel Instant Device (iCup)	\$ 150.00			Per box of 25 tests (\$6 per test)
Urine: 10P POCT Instant Result	\$ 26.60			Plus out-of-network collection fees if necessary
Oral: 5P Lab Self Collect (Intercept)	\$ 21.50			Plus out-of-network collection fees if necessary
Oral: 4P Lab Self Collect (Intercept)	\$ 21.50			Plus out-of-network collection fees if necessary
Oral: Oral Fluid Device (Intercept)	\$ 107.25			Kits are sold and priced in bundles of 25. Shipping charges will apply.
Oral: 6 Panel Instant Device (OralTox)	\$ 200.00			Kits are sold and priced in bundles of 25. Shipping charges will apply.
Hair Drug Testing (5-panel)	\$ 67.00			Plus out-of-network collection fees if necessary
Random Screening Management	\$ -			No additional charge
Additional Services				
Clinical:Pulmonary Function+OSHA Quest.	\$ 60.25			In Network Pricing.
Clinial: OSHA Medical Questionnaire	\$ 50.00			In Network Pricing.
Physical: OSHA Medical Opinion Letter	\$ 37.25			In Network Pricing.
Audiogram	\$ 41.25			In Network Pricing.
Clinical: Ishihara (Color) Vision	\$ 35.75			In Network Pricing.

Clinical: Snellan (Wall Chart) Vision	\$ 43.00			In Network Pricing.
Onsite Collections	Varies			Will vary based on exact needs
Physical: DOT Examination - FAA or USCG	\$ 132.00			In Network Pricing.
Physical: DOT Examination - FMCSA, FRA, FTA, or PHMSA	\$ 102.50			In Network Pricing.
Physical: Examination	\$ 78.00			In Network Pricing.
Breath Alcohol Testing	\$ 46.75			In Network Pricing.
Blood Alcohol	\$ 34.00			In Network Pricing.
5 Panel Blood with Expanded Opiates	\$ 302.50			In Network Pricing.

I-9 E-Verify Services:

Service/Product	Price	Note
FI9/eVerify	\$2.95	- Online Form I9 and Submission to eVerify
Location Setup - Per Client	\$750	- Initial account setup, administration- includes 1 location
Additional Locations Setup	\$35	- Per additional location. Up to \$5,000 maximum
Annual I9 Solution Maintenance	\$350	
Data Migration - Setup	\$1,250	- SOW required prior to implementation
Data Migration - Per Record	\$0.15	- Electronic upload/storage of I9 data. - SOW mandatory prior to implementation - Document storage required- see below for cost
Remote Hire - Setup	\$750	- Used for non-system user I9 access and processing
Remote Hire - FI9/eVerify	Less than 250: \$ 14.00 251- 2,000: \$ 11.25 2,001 - 5,000+: \$ 8.00	- Completion Form I9, and submission to eVerify - Used for non-system user I9 access and processing
Remote Hire - Notary Setup	\$450	- Access to 12k Notary Network
Remote Hire - Notary "Standard"	\$75	- 1-3 day TAT
Remote Hire - Notary "Rush"	\$200	- 24hr TAT
Remediation Software Setup	\$6,200	- SOW required prior to bid
Remediation - Monthly Software Charge	\$1,050	- Document storage required - see below for cost
Remediation - Per Paper I9 Record	\$11	- Scan, convert, audit, and present for remediation
Document Storage (Monthly Fee)	\$ 100.00 First 1GB \$ 15.00 per additional 1GB	- Applies to Data Migration and Remediation services

Annual Licensing Pricing (Only for members utilizing our Onboarding Platform)

	ESSENTIALS PLUS	ULTIMATE
VOLUME OF ANNUAL NEW HIRES	For Unlimited annual I-9 E-Verify	For Unlimited I-9 E-Verify plus Onboarding
Up to 100	\$550.00	\$2,800.00
101-250	\$1,000.00	\$6,750.00
251-500	\$1,750.00	\$13,250.00
501-750	\$2,437.50	\$18,000.00
751-1000	\$2,800.00	\$20,000.00

1001-1500	\$4,125.00	\$26,250.00
1501-2000	\$5,400.00	\$31,000.00
2001-3000	\$7,950.00	\$44,250.00
3001-4000	\$10,600.00	\$55,000.00
4001-5000	\$13,250.00	\$65,000.00
5001-6000	\$15,000.00	\$72,000.00
6001-8000	\$20,000.00	\$88,000.00
8001-10,000	\$23,500.00	\$105,000.00
10,001-15,000	\$30,000.00	\$150,000.00
15,001-20,000	\$40,000.00	\$195,000.00
20,001-25,000	\$50,000.00	\$237,500.00
25,001-30,000	\$60,000.00	\$270,000.00
30,001-35,000	\$70,000.00	\$315,000.00
35,001-40,000	\$80,000.00	\$360,000.00
40,001-45,000	\$90,000.00	\$395,437.50
45,001-50,000	\$100,000.00	\$427,500.00
50,001-60,000	\$120,000.00	\$501,600.00
60,001-70,000	\$140,000.00	\$571,900.00
70,001-80,000	\$160,000.00	\$638,400.00
80,001-90,000	\$180,000.00	\$701,100.00
90,001-100,000	\$200,000.00	\$760,000.00

ATS INTEGRATION FEES

Product Description	Member Price
Integration Fee (Standard) - Avature	Waived
Integration Fee (Standard) - Bond-Adapt	Waived
Integration Fee (Standard) - Bond-eEmpact	Waived
Integration Fee (Standard) - Bond-StaffSuite	Waived
Integration Fee (Standard) - Bullhorn	Waived
Integration Fee (Standard) - Compas	Waived
Integration Fee (Standard) - CredentialSmart	Waived
Integration Fee (Standard) - Fast Recruiting	Waived
Integration Fee (Standard) - Greenhouse	Waived
Integration Fee (Standard) - HealthCare Source	Waived
Integration Fee (Standard) - Hirebridge	Waived
Integration Fee (Standard) - iCIMS	Waived
Integration Fee (Standard) - Interview Exchange	Waived
Integration Fee (Standard) - Jazz	Waived
Integration Fee (Standard) - Jobaline	Waived
Integration Fee (Standard) - Jobvite	Waived
Integration Fee (Standard) - MaxHire	Waived
Integration Fee (Standard) - MDStaff	Waived
Integration Fee (Standard) - Micron-BizCruit	Waived

Integration Fee (Standard) - Micron-LawCruit	Waived
Integration Fee (Standard) - MyStaffingPro	Waived
Integration Fee (Standard) - Newton	Waived
Integration Fee (Standard) - Infor-PeopleAnswers	Waived
Integration Fee (Standard) - Pereless	Waived
Integration Fee (Standard) - SmartRecruiters	Waived
Integration Fee (Standard) - SmartSearch	Waived
Integration Fee (Standard) - Snagajob	Waived
Integration Fee (Standard) - talentReef	Waived
Integration Fee (Standard) - Taleo Business Edition	Waived
Integration Fee (Standard) - TribeHR	Waived
Integration Fee (Premium) - Custom Web Services	\$ 5,000.00
Integration Fee (Premium) - Custom Batch	\$ 5,000.00
Integration Fee (Premium) - Kenexa	\$ 5,000.00
Integration Fee (Premium) - OpenHire (HRNX)	\$ 5,000.00
Integration Fee (Premium) - Peoplefluent - RMS/TM	\$ 5,000.00
Integration Fee (Premium) - SuccessFactors	\$ 5,000.00
Integration Fee (Premium) - Taleo Enterprise	\$ 5,000.00
Integration Fee (Premium) - Ultimate Software	\$ 5,000.00
Integration Fee (Premium) - Workday Recruiting	\$ 5,000.00
Integration Fee (Premium) - Other	\$ 5,000.00
Basic Integration - Additional Project Management Support (Per Hour)	\$ 200.00
Premium Integration - Additional Project Management Support (Per Hour)	\$ 200.00

Key Product Descriptions

Service	Notes
Social Security Number Trace & Locator	Sterling's Social Security Number (SSN) Trace provides an address history and reported aliases associated with an SSN based on an aggregated database of 400+ sources. The results of this search tool are used to broaden the scope of a background check to include jurisdictions and names beyond what the candidate has disclosed. The aggregated database that is used for the SSN Trace is comprised of multiple sources containing address history information, such as information compiled by credit bureaus, utility company billing records, USPS mail forwarding information and other similar sources.
Criminal Database (National)	Sterling searches through the Federal Department of Justice, which includes the listing of registered sex offenders for all 50 States – except Nevada, which currently has an injunction in place. Many companies rely on a simple database search to fulfill sex offender searches, sacrificing accuracy and integrity. Though Sterling has access to several sex offender searches, we will only offer this search to clients needing to screen for sex offenders because of the holes and inaccuracies in other searches. There are a number of reasons to perform a sexual offender registry search in addition to a criminal search including sealed State or County records, records residing in Family Court, or the original sexual offense may have been dropped to a lesser charge.

Criminal History	<p>Sterling leads the industry with accuracy and turnaround time using CourtDirect™, our automated, high-performance connection with numerous county criminal jurisdictions across the US. Sterling's CourtDirect is the largest, most comprehensive network of any provider anywhere in the world and we are adding capabilities on a weekly basis. Today, most companies physically retrieve courthouse data for background screening. With our breakthrough platform, Sterling successfully digitized and integrated primary source data from hundreds of US court jurisdictions. Fully 85% of our criminal record search volume is automated via CourtDirect. By eliminating human intervention from the process and creating direct pipelines of information from nationwide courthouses, CourtDirect allows Sterling to offer numerous benefits, including turnaround times 50% faster than the rest of the industry.</p> <p>County criminal record searches are typically based on the last 7 years of the candidate's address history as derived by the Social Security Number trace results. The central court search reveals felony and misdemeanor convictions and pending cases within a minimum of the last 7 years, subject to availability and applicable reporting limitations. This search is upgraded to a statewide search, rather than a county search, for a limited set of states including New York, Maine, Vermont, Puerto Rico and other US territories.</p>
Federal Criminal Records	<p>Federal criminal records detail crimes of a different scale than those at the county level; these crimes are prosecuted in federal district courts and include such charges as international/inter-state drug trafficking, kidnapping, etc. Sterling has the ability to obtain federal records from all district courts throughout the US and related territories. This method is typically used for screening upper-level positions to supplement County and State Criminal Record Checks.</p>
U.S. Criminal Records History	<p>Our Federal Criminal Search details crimes of a different scale than those at the county level; these crimes are prosecuted in federal district courts and include such charges as international/inter-state drug trafficking, kidnapping, etc. Sterling has the ability to obtain federal records from all district courts throughout the US and related territories. This method is typically used for screening upper-level positions to supplement County and State Criminal Record Checks.</p>

Consumer Credit History	<p>Sterling’s employment credit reports provide employers with information regarding a candidate’s financial responsibility without divulging their credit score. Results include:</p> <ul style="list-style-type: none"> ▪ Negative account information ▪ Collections ▪ Other relevant information
Professional License Verification	<p>With our Professional License Verification, Sterling contacts the awarding/issuing authority to obtain written or verbal verification of a professional license, credential, or membership. Our reports detail license type and status, date awarded, pending, or past disciplinary action, and dates of validity.</p>
Education Verification	<p>Sterling’s Education Verification confirm the education claims made by a candidate. Sterling maintains an exclusive and proprietary database to house the information release policies for every educational institution in North America and thousands worldwide.</p> <p>To complete education verifications, Sterling’s Verification Specialists access requests on our secure website. As our specialists gather information directly from record holding institutions or third parties designated by record holding institutions, they input details into the system and our appropriate department managers provide a quality review prior to final distribution to ESC.</p>

Employment
Verification

We provide Automated Employment Verifications which are used to identify any discrepancies between the candidate's claims and the employment record. Sterling's proven technology innovation and process re-engineering delivers higher completion rates for both employment verifications and personal references. As the references are completed, the following information is made available to Sterling, and is updated and available through Sterling's platform in real-time: written or verbal verification of former employer's name and location, contact information for employer's HR department, supervisor's name and department, dates of employment, job title, as well as rate of pay (when available), reason for leaving, and eligibility for rehire. We have studied and tested combinations of phone and email communications with previous employers to deliver services quickly (less than 30 hours average turnaround time) and with high completion rates (over 80%).

<p>Motor Vehicle/Driving Record</p>	<p>Our motor vehicle record searches contain state driving record information dating back a minimum of three years, depending on the jurisdiction. This search determines if the candidate's license is valid and if they have a clean driving record history. In addition, the search provides information on the status of the candidate's license, as well as any history of speeding, reckless driving, driving under the influence, or other offenses. The record provides dates of all incidents, as well as the dates and causes of all suspensions.</p> <p>We can provide motor vehicle record searches for all states. Sterling will also provide guidance on the following states with special requirements:</p> <ul style="list-style-type: none"> ▪ New Hampshire ▪ Washington ▪ Puerto Rico ▪ Pennsylvania ▪ Utah
<p>National Sex Offender Search</p>	<p>The Department of Justice (DOJ) 50-State Sex Offender Search is the most comprehensive and up-to-date sex offender search available today. It includes the listings of registered sex offenders for all 50 states (except Nevada), US territories, the District of Columbia, and participating Indian tribes. (Nevada currently has an injunction in place that restricts employers from using this information for employment purposes.) Many companies rely on a simple database search to fulfill sex offender searches, sacrificing accuracy and integrity. We recommend this sex offender search due to the inaccuracies found in other searches.</p>
<p>State Sex Offender Search</p>	<p>Same as above.</p>

National Security Watch List (OFAC)

The Office of Foreign Assets Control (OFAC) administers and enforces economic sanctions programs, primarily against countries and groups of individuals such as terrorists and narcotics traffickers. The sanctions can either be comprehensive or selective, using the blocking of assets and trade restrictions to accomplish foreign policy and national security goals. If there is information on someone who has been tagged by the OFAC, no matter the person's location, it may appear in the OFAC database. This information is derived from US dealings with the individual, as opposed to an industry in another country reporting directly to the OFAC. Sterling searches this list to identify any potential sanctions against the candidate

SSN Trace

Sterling's Social Security Number (SSN) Trace provides an address history and reported aliases associated with an SSN based on an aggregated database of 400+ sources. The results of this search tool are used to broaden the scope of a background check to include jurisdictions and names beyond what the candidate has disclosed. The aggregated database that is used for the SSN Trace is comprised of multiple sources containing address history information, such as information compiled by credit bureaus, utility company billing records, USPS mail forwarding information and other similar sources.

**County Criminal
Search (7years)**

Sterling leads the industry with accuracy and turnaround time using CourtDirect™, our automated, high-performance connection with numerous county criminal jurisdictions across the US. Sterling's CourtDirect is the largest, most comprehensive network of any provider anywhere in the world and we are adding capabilities on a weekly basis. Today, most companies physically retrieve courthouse data for background screening. With our breakthrough platform, Sterling successfully digitized and integrated primary source data from hundreds of US court jurisdictions. Fully 85% of our criminal record search volume is automated via CourtDirect. By eliminating human intervention from the process and creating direct pipelines of information from nationwide courthouses, CourtDirect allows Sterling to offer numerous benefits, including turnaround times 50% faster than the rest of the industry. County criminal record searches are typically based on the last 7 years of the candidate's address history as derived by the Social Security Number trace results. The central court search reveals felony and misdemeanor convictions and pending cases within a minimum of the last 7 years, subject to availability and applicable reporting limitations. This search is upgraded to a statewide search, rather than a county search, for a limited set of states including New York, Maine, Vermont, Puerto Rico and other US territories.

<p>State Criminal Search</p>	<p>Sterling searches through the Federal Department of Justice, which includes the listing of registered sex offenders for all 50 States – except Nevada, which currently has an injunction in place. Many companies rely on a simple database search to fulfill sex offender searches, sacrificing accuracy and integrity. Though Sterling has access to several sex offender searches, we will only offer this search to clients needing to screen for sex offenders because of the holes and inaccuracies in other searches. There are a number of reasons to perform a sexual offender registry search in addition to a criminal search including sealed State or County records, records residing in Family Court, or the original sexual offense may have been dropped to a lesser charge.</p>
<p>County Civil Search</p>	<p>Our primary county civil search searches records at the upper level for violations of trust and civil law suits. This is important for assessing a candidate's past business relationships, and is recommended for upper management executives, such as CPA's and Accountants. A search of both upper and lower levels is also available.</p>
<p>Sterling Identity Document Verification</p>	<p>Using AI technology, we can quickly authenticate government issued IDs, typically in seconds. Candidates use their phone to capture required documents for authentication. When AI is unable to verify, humans take over to boost success rate. Product is charged per applicant and most documents are automatically authenticated, for those that require manual review, additional fees may apply.</p>

Sterling Identity Document
Verification with Facial Recognition

Combining AI technology with biometric facial comparison, we are able to both authenticate a government issued ID and perform identity verification. Candidates use their phone to capture required documents and take a selfie. The government issued ID is verified and the image matched to the selfie to confirm identity. Product is charged per applicant and most documents are automatically authenticated, for those that require manual review, additional fees may apply.

C. IN-PROCESSING/ONBOARDING SERVICES

Offeror shall answer the questions below regarding providing an electronic workflow solution for in-processing/onboarding paperwork for newly hired employees.

1. What is the fee for in-processing/onboarding services and how is the fee charged (e.g. per hire, per item processed)? Please see price list in Section B. For members who require onboarding services we would put them on our Onboarding platform and the fees will vary based on employee count. All fees are included and are assessed annually. Members who do not require onboarding services will be set up on our ScreeningDirect platform where there are no licensing or annual fees for screening services.
2. Are there any implementation fees? If not implemented upon contract execution, would there be future implementation fees? Implementation fees are included in the chart in Section B
3. Are there any conversion fees, retention fees, web service fees, training fees, marketing material fees, or other fees associated with providing in-processing/onboarding services? If so, please list below. Any of the fees exhibit D N/A

D. In addition to the information provided above, please address the following questions:

1. Are there any implementation fees? If so, please list below. There are bundled annual platform fees included in Section B based on employee count
2. Are there any conversion fees, retention fees, web service fees, training fees, marketing material fees, or other fees associated for providing background screening services? If so, please list below. N/A
3. Are there Compliance Consulting Services? If so, detail the services and fees? As mentioned through the RFP sterling does take compliance seriously. Although we are not a compliance law firm sterling does have compliance expertise does and will provide Region 4 guidance where applicable.

E. FORM I-9/E-VERIFY SERVICES

Offeror shall answer the questions below regarding Form I-9/E-Verify services.

1. What is the per unit fee for E-Verify services? See charts in Section B. Note the \$2.95 per unit fee is for clients on our ScreeningDirect Platform (most clients will be set up on this platform). This includes both electronic I-9 and E-Verify services.
2. What is the per unit fee for Form I-9 services? See #1 above
3. Can these fees be included as part of a packaged price for background screening services? If so, please include a copy of the packaged pricing options. Not typically. For most customers, the background screening is done post-offer, pre-hire. The I-9 E-Verify service is a post-hire activity and as such, priced

separately. In other words, our clients don't want to pay for I-9 or E-Verify as part of the pre-screen because if they end up not hiring the candidate, they will have paid for a service that will go unfulfilled.

4. Are there any implementation fees? If so, please list below. All implementation fees are listed in the chart in section B
5. Are there any fees for requesting audit copies and/or any fees for expert audit consultation? Yes, see chart in Section B
6. Are there any conversion fees, retention fees, web service fees, training fees, marketing material fees, or other fees associated with providing Form I-9 verification services? If so, please list below. N/A

F. Department of Justice (DOJ) Verification

Offeror shall answer the questions below regarding DOJ services.

1. Would your firm have the ability to register with any State DOJ for the purposes of fingerprint background check that requires it? Describe the process by which you would apply for such registration.

Sterling provides two solutions for meeting state fingerprinting requirements. In states where the state DOJ works with multiple fingerprint vendors, and is accepting new applications, we pursue a direct integration. The process for which you apply for such registration varies greatly by state. Typically speaking, the state requires an application, followed by an approval process for software and hardware. Sterling recently completed such work in Florida and is the newest FDLE approved fingerprinting provider.

In the majority of states, where a contract has been awarded to a single fingerprint vendor, or in which a state is not allowing for new registrations, Sterling seeks to form a partnership via our Third-Party Administrator (TPA) program. The TPA program is not available for all state fingerprinting requirements, as unfortunately no provider can support every state. Sterling is constantly working on expanding our fingerprinting coverage, both directly, and through strategic partnerships.

2. What are the per unit fee(s) for DOJ services?

State fingerprinting fees vary widely by state and, in some instances, between agencies within a state. Sterling charges a \$20 administrative fee for facilitating state fingerprinting requests.

3. Can these fees be included as part of a packaged price for background screening services? If so, please include a copy of the packaged pricing options.

Yes, one of the main benefits of Sterling's TPA program is consolidated billing for all screening services, including fingerprinting. Package pricing options vary greatly, and fingerprinting services (whether through TPA or direct) can be added to any screening package.

4. Are there any implementation fees? If so, please list below.

No, Sterling does not charge implementation fees for fingerprinting.

5. Are there any fees for requesting audit copies and/or any fees for expert audit consultation? If so, please list below.

Copies of fingerprints and associated criminal history is highly regulated; our ability to provide “audit copies” will vary in line with local, state, and federal regulation. Additionally, through our TPA program, this would be managed by our vendor partner.

Expert audit consultation is not currently a service that Sterling offers.

6. Are there any conversion fees, retention fees, web service fees, training fees, marketing material fees, or other fees associated with providing DOJ verification services? If so, please list below.

No, our fee structure is very straightforward: in states where we have a direct connection, we charge for collection and processing, plus any applicable state and federal fees. In states where we administer fingerprinting through a third party, we charge an administration fee, plus any applicable state and federal fees.

- G.** Are there any discount programs? Is so, please describe discounted fee schedule based on projected volume in your cost proposal. If volume exceeds this number, state what the additional discount fee would be. Yes, the pricing included in Section B is heavily discounted based on this opportunity. Additional discounts may be available if the annual volume exceeds 5,000 annual screens.
- H.** Do you offer adverse action letter fulfillment/solutions to clients? If yes, please describe the available resources and procedures involved. Please indicate in your cost proposal if there any additional fees for this option. Please provide the procedure utilized by your firm and sample action notices.

Yes, \$5.50 per candidate

Managed Adverse Action

Sterling’s adverse action management process includes both the pre-adverse action letter and the final adverse action letter. Adverse Action is initiated in our platform within the background check report via the Adverse Action button. ESC will be prompted to select which searches caused disqualification. Within 24 hours of submission, Sterling will mail or email the letter, report and all applicable summary of rights to the candidate. Five days later, the final Adverse Action letter will be automatically sent to the candidate with a copy of the background report and all applicable summary of rights. The entire process will be noted within the order for auditing and archiving purposes.

If a candidate disputes the accuracy of the background check report, ESC will be notified of the re-investigation event.

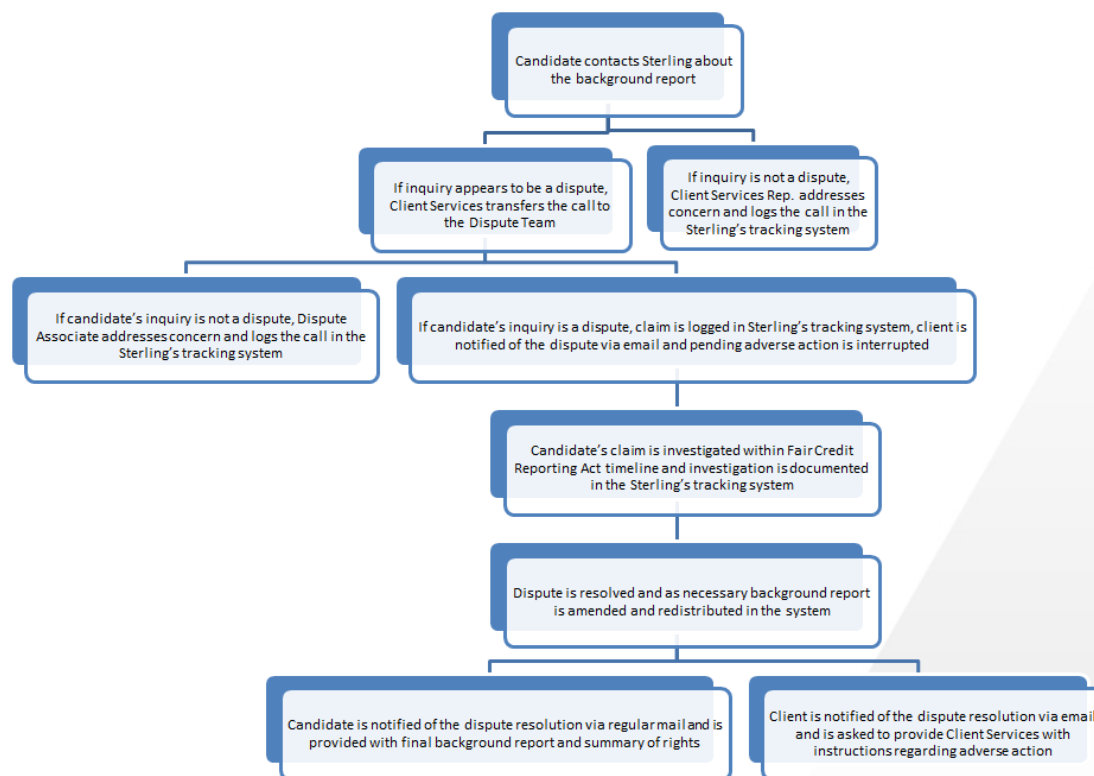
If the email containing the adverse action letter, report, and summary of rights is returned, Sterling will mail the letters and forms to the candidate's current address.

Within our Adverse Action workflows are pre-populated letters, mail or email delivery of letters and reports to candidates, automated final Adverse Action fulfillment, fully compliant Adverse Action letters and reports, electronic Fair Chance assessment forms, and a professional dispute resolution team to handle re-investigations when your candidates contest results.

We can support custom Adverse Action letters at the account and subaccount levels.

Sterling does charge a flat per candidate fee for Adverse Action management.

The Fair Credit Reporting Act (FCRA) allows a Consumer Reporting Agency (CRA) up to 30 calendar days to resolve a candidate's dispute. Under special circumstances, a 15 day extension may be allotted. Most disputes are resolved within 5 to 10 business days. If, after 30 days, a Consumer Reporting Agency cannot demonstrate that the information contained in the report is accurate, the FCRA mandates removal of the disputed information from the report.



Automated Adverse Action

Sterling oversees the adverse action process with an automated system called Managed Adverse Action. This ensures the adverse action process is managed consistently every time. Your account can be set-up to automatically default to Managed Adverse Action when a "Review" decision is made.

This process is automated and managed by Sterling's internal teams to ensure a consistent level of quality. The individualized assessment, pre-adverse, and final adverse are delivered via email.

Electronic adverse action reduces the reliance on the time it takes for a candidate to receive a letter via physical mail and improves ESC's transparency into the adverse action process.

Please note that electronic adverse action has no impact on how adverse action is initiated from the dashboard, or our dispute process – any initiated dispute will still pause the adverse action process.

A candidate has until 11:59 pm PST on the day adverse action was initiated to log in to the candidate portal and view the pre-adverse action task. If the notification isn't viewed within this established time frame, our process will automatically default to physical mail of the same adverse action information.

Please refer to the attached Sample PreAdverse Action Letter and Sample Adverse Action Letter.

- I. Does your organization provide guidance or subject matter expertise in the form of a compliance professional, in-house counsel, etc.? Indicate any additional fees for this option.**

Yes.

We provide compliance guidance and subject-matter expertise through our Compliance Department which is led by Angela Preston, Sterling's Senior Vice President and Counsel - Corporate Ethics and Compliance. Angela is a recognized legal expert in the background screening field with more than 20 years as a licensed attorney and 17 years in the security and background investigation industry.

Our Global Compliance Team consults with industry experts and continually analyzes privacy, human rights, and employment legislation trends. We also regularly retain in-country counsel for legal opinions and best practice data from over 230 geographies around the globe.

Dear Applicant / Employee,

When you applied for employment with **CoGo's Co**, you consented to the preparation of an employment background report by Sterling Talent Solutions, whose contact information is located below.

Sterling Talent Solutions
Dispute Resolution Department
6111 Oak Tree Boulevard
Independence, OH 44131
Phone: 888.889.5248
Email: dispute.resolution@sterlingts.com

STERLING TALENT SOLUTIONS has reported to us the following information:

Reasons for Potential Disqualification:

Based in whole or in part on this information, we are considering revoking an employment offer, denying continuation of your employment, or denying a promotion to you at this time.

Attached is a copy of the report and a copy of A Summary of Your Rights Under the Fair Credit Reporting Act. Depending upon location, relevant state summaries of rights may also be included.

You have a right to dispute the accuracy or completeness of any information Sterling Infosystems, Inc. dba Sterling Talent Solutions has provided, including the contents of the attached report, directly with Sterling. If you wish to file a dispute, please contact Sterling Infosystems, Inc. dba Sterling Talent Solutions immediately upon receipt of this letter and advise your HR representative at **CoGo's Human Resources Department** that you have done so. If we do not hear from you within 5 days, we will make our hiring determination based on the information currently available to us.

Sincerely,

CoGo's Human Resources Department

Encl: Report from Sterling Talent Solutions
A Summary of Your Rights Under the Fair Credit Reporting Act
[state summaries as appropriate]

Dear Applicant / Employee,

This letter is to inform you that an offer of employment, volunteer service, contract work, or continuation of current employment or the granting of a promotion will not be made at this time. This decision was based, either in whole or in part, on information provided to us in a consumer report furnished at our request by the consumer reporting agency whose contact information is located below.

Sterling Talent Solutions
Dispute Resolution Department
6111 Oak Tree Boulevard
Independence, OH 44131
Phone: 888.889.5248
Email: dispute.resolution@sterlingts.com

Under the federal Fair Credit Reporting Act, you have the right to obtain a free copy of your file from the consumer reporting agency if you make a request with the agency within 60 days. Enclosed with our letter to you dated [Date of Pre-Adverse Notice] was a copy of the report that we received from STERLING TALENT SOLUTIONS. You have the right to dispute directly with the consumer reporting agency the accuracy or completeness of any information provided by the agency.

Enclosed is A Summary of Your Rights Under the Fair Credit Reporting Act, which was also enclosed with our letter to you dated [Date of Pre-Adverse Notice]. If you are a resident of New Jersey, Washington, Wisconsin and Massachusetts, also enclosed is a state summary of your rights.

The consumer reporting agency did not make our decision and is not able to provide you the reasons why the decision was made.

Sincerely,

CoGo's - Human Resources Department

Encl: A Summary of Your Rights Under the Fair Credit Reporting Act
[state summaries as appropriate]



Tab 3 – Performance Capability

a. OMNIA Partners documents

Please refer to the following documents included in this tab.

Appendix E – Price Proposal (see: <i>Requirements for National Cooperative Contract</i>)	Tab 3
Exhibit A – RESPONSE FOR NATIONAL COOPERATIVE CONTRACT	Tab 3
Exhibit B – ADMINISTRATION AGREEMENT, EXAMPLE prior to contract	Tab 3
Exhibit C – MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT, EXAMPLE	Tab 3 (<i>Not required</i>)
Exhibit D – PRINCIPAL PROCUREMENT AGENCY CERTIFICATE, EXAMPLE	Tab 3 (<i>Not required</i>)
Exhibit E – CONTRACT SALES REPORTING TEMPLATE	Tab 3
Exhibit F – FEDERAL FUNDS CERTIFICATIONS	Tab 3
Exhibit G – NEW JERSEY BUSINESS COMPLIANCE DOC #1 Ownership Disclosure Form DOC #2 Non-Collusion Affidavit DOC #3 Affirmative Action Affidavit ▪ Affirmative Action Affidavit - Sterling EEO Report DOC #4 Political Contribution Disclosure Form DOC #5 Stockholder Disclosure Certification DOC #6 Certification of Non-Involvement in Prohibited Activities in Iran DOC #7 New Jersey Business Registration Certificate ▪ Sterling NJ Business Registration Certificate	Tab 3
Exhibit H – ADVERTISING COMPLIANCE REQUIREMENT	Tab 3

OMNIA PARTNERS EXHIBITS

EXHIBIT A- RESPONSE FOR NATIONAL COOPERATIVE CONTRACT

Sterling's responses are included in our proposal.

1.0 Scope of National Cooperative Contract

Capitalized terms not otherwise defined herein shall have the meanings given to them in the Master Agreement or in the Administration Agreement between Supplier and OMNIA Partners.

1.1 Requirement

Region 4 ESC (hereinafter defined and referred to as "Principal Procurement Agency"), on behalf of itself and the National Intergovernmental Purchasing Alliance Company, a Delaware corporation d/b/a OMNIA Partners, Public Sector ("OMNIA Partners"), is requesting proposals for pre-employment background pre-employment background screening, related products and services. The intent of this Request for Proposal is any contract between Principal Procurement Agency and Supplier resulting from this Request for Proposal ("Master Agreement") be made available to other public agencies nationally, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit ("Public Agencies"), through OMNIA Partners' cooperative purchasing program. The Principal Procurement Agency has executed a Principal Procurement Agency Certificate with OMNIA Partners, an example of which is included as Exhibit D, and has agreed to pursue the Master Agreement. Use of the Master Agreement by any Public Agency is preceded by their registration with OMNIA Partners as a Participating Public Agency in OMNIA Partners' cooperative purchasing program. Registration with OMNIA Partners as a Participating Public Agency is accomplished by Public Agencies entering into a Master Intergovernmental Cooperative Purchasing Agreement, an example of which is attached as Exhibit C. The terms and pricing established in the resulting Master Agreement between the Supplier and the Principal Procurement Agency will be the same as that available to Participating Public Agencies through OMNIA Partners.

All transactions, purchase orders, invoices, payments etc., will occur directly between the Supplier and each Participating Public Agency individually, and neither OMNIA Partners, any Principal Procurement Agency nor any Participating Public Agency, including their respective agents, directors, employees or representatives, shall be liable to Supplier for any acts, liabilities, damages, etc., incurred by any other Participating Public Agency. Supplier is responsible for knowing the tax laws in each state.

This Exhibit A defines the expectations for qualifying Suppliers based on OMNIA Partners' requirements to market the resulting Master Agreement nationally to Public Agencies. Each section in this Exhibit A refers to the capabilities, requirements, obligations, and prohibitions of competing Suppliers on a national level in order to serve Participating Public Agencies through OMNIA Partners.

These requirements are incorporated into and are considered an integral part of this RFP. OMNIA Partners reserves the right to determine whether or not to make the Master Agreement awarded by the Principal Procurement Agency available to Participating Public Agencies, in its sole and absolute discretion, and any party submitting a response to this RFP acknowledges that any award by the Principal Procurement Agency does not obligate OMNIA Partners to make the Master Agreement available to Participating Procurement Agencies.

OMNIA PARTNERS COMPANY EXHIBITS
EXHIBIT A- RESPONSE FOR NATIONAL COOPERATIVE CONTRACT

1.2 Marketing, Sales and Administrative Support

During the term of the Master Agreement OMNIA Partners intends to provide marketing, sales and administrative support for Supplier pursuant to this section that directly promotes the Supplier's products and services to Participating Public Agencies

through multiple channels, each designed to promote specific products and services to Public Agencies on a national basis.

The OMNIA Partners marketing team will work in conjunction with Supplier to promote the Master Agreement to both existing Participating Public Agencies and prospective Public Agencies through channels that may include:

- A. Marketing collateral (print, electronic, email, presentations)
- B. Website
- C. Trade shows/conferences/meetings
- D. Advertising
- E. Social Media

The OMNIA Partners sales teams will work in conjunction with Supplier to promote the Master Agreement to both existing Participating Public Agencies and prospective Public Agencies through initiatives that may include:

- A. Individual sales calls
- B. Joint sales calls
- C. Communications/customer service
- D. Training sessions for Public Agency teams
- E. Training sessions for Supplier teams

The OMNIA Partners contracting teams will work in conjunction with Supplier to promote the Master Agreement to both existing Participating Public Agencies and prospective Public Agencies through:

- A. Serving as the subject matter expert for questions regarding joint powers authority and state statutes and regulations for cooperative purchasing
- B. Training sessions for Public Agency teams
- C. Training sessions for Supplier teams
- D. Regular business reviews to monitor program success
- E. General contract administration

Suppliers are required to pay an administrative fee of 3% of the greater of the Contract Sales under the Master Agreement and Guaranteed Contract Sales under this Request for Proposal. Supplier will be required to execute the OMNIA Partners Administration Agreement (Exhibit B).

1.3 Estimated Volume

The dollar volume purchased under the Master Agreement is estimated to be approximately \$13 million annually. While no minimum volume is guaranteed to Supplier, the estimated annual volume is projected based on the current annual volumes among the Principal Procurement Agency, other Participating Public Agencies that are anticipated to utilize the resulting Master Agreement to be made available to them through OMNIA Partners, and volume growth into other Public Agencies through a coordinated marketing approach between Supplier and OMNIA Partners.

OMNIA PARTNERS COMPANY EXHIBITS
EXHIBIT A- RESPONSE FOR NATIONAL COOPERATIVE CONTRACT

1.4 Award Basis

The basis of any contract award resulting from this RFP made by Principal Procurement Agency will, at OMNIA Partners option, be the basis of award on a national level through OMNIA Partners. If multiple Suppliers are awarded by Principal Procurement Agency under the Master Agreement, those same Suppliers will be required to extend the Master Agreement to Participating Public Agencies through OMNIA Partners. Utilization of the Master Agreement by Participating Public Agencies will be at the discretion of the individual Participating Public Agency. Certain terms of the Master Agreement specifically applicable to the Principal Procurement Agency are subject to modification for each Participating Public Agency as Supplier, such Participating Public Agency and OMNIA Partners shall agree. Participating Agencies may request to enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in the Master Agreement (i.e. invoice requirements, order requirements, specialized delivery, diversity requirements such as minority and woman owned businesses, historically underutilized business, governing law, etc.). It shall be the responsibility of the Supplier to comply, when applicable, with the prevailing wage legislation in effect in the jurisdiction of the Participating Agency. It shall further be the responsibility of the Supplier to monitor the prevailing wage rates as established by the appropriate department of labor for any increase in rates during the term of this contract and adjust wage rates accordingly. Any supplemental agreement developed as a result of the Master Agreement is exclusively between the Participating Agency and the Supplier (Contract Sales are reported to OMNIA Partners).

All purchase orders issued and accepted by the Supplier may survive expiration or termination of the Master Agreement. Participating Agencies' purchase orders may exceed the term of the Contract if the purchase order is issued prior to the expiration of the Contract. Supplier is responsible for reporting all sales and paying the applicable administrative fee for sales that use the Master Agreement as the basis for the purchase order, even though Master Agreement may have expired.

1.5 Objectives of Cooperative Program

This RFP is intended to achieve the following objectives regarding availability through OMNIA Partners' cooperative program:

- A. Provide a comprehensive competitively solicited and awarded national agreement offering the Products covered by this solicitation to Participating Public Agencies;
- B. Establish the Master Agreement as the Supplier's primary go to market strategy to Public Agencies nationwide;
- C. Achieve cost savings for Supplier and Public Agencies through a single solicitation process that will reduce the Supplier's need to respond to multiple solicitations and Public Agencies need to conduct their own solicitation process;
- D. Combine the aggregate purchasing volumes of Participating Public Agencies to achieve cost effective pricing.

OMNIA PARTNERS EXHIBITS
EXHIBIT A- RESPONSE FOR NATIONAL COOPERATIVE CONTRACT

2.1 Representations and Covenants

As a condition to Supplier entering into the Master Agreement, which would be available to all Public Agencies, Supplier must make certain representations, warranties and covenants to both the Principal Procurement Agency and OMNIA Partners designed to ensure the success of the Master Agreement for all Participating Public Agencies as well as the Supplier.

2.2 Corporate Commitment

Supplier commits that (1) the Master Agreement has received all necessary corporate authorizations and support of the Supplier's executive management, (2) the Master Agreement is Supplier's primary "go to market" strategy for Public Agencies, (3) the Master Agreement will be promoted to all Public Agencies, including any existing customers, and Supplier will transition existing customers, upon their request, to the Master Agreement, and (4) that the Supplier has read and agrees to the terms and conditions of the Administration Agreement with OMNIA Partners and will execute such agreement concurrent with and as a condition of its execution of the Master Agreement with the Principal Procurement Agency. Supplier will identify an executive corporate sponsor and a separate national account manager within the RFP response that will be responsible for the overall management of the Master Agreement.

2.3 Pricing Commitment

Supplier commits the not-to-exceed pricing provided under the Master Agreement pricing is its lowest available (net to buyer) to Public Agencies nationwide and further commits that if a Participating Public Agency is eligible for lower pricing through a national, state, regional or local or cooperative contract, the Supplier will match such lower pricing to that Participating Public Agency under the Master Agreement.

2.4 Sales Commitment

Supplier commits to aggressively market the Master Agreement as its go to market strategy in this defined sector and that its sales force will be trained, engaged and committed to offering the Master Agreement to Public Agencies through OMNIA Partners nationwide. Supplier commits that all Master Agreement sales will be accurately and timely reported to OMNIA Partners in accordance with the OMNIA Partners Administration Agreement. Supplier also commits its sales force will be compensated, including sales incentives, for sales to Public Agencies under the Master Agreement in a consistent or better manner compared to sales to Public Agencies if the Supplier were not awarded the Master Agreement.

3.1 SUPPLIER RESPONSE

Supplier must supply the following information in order for the Principal Procurement Agency to determine Supplier's qualifications to extend the resulting Master Agreement to Participating Public Agencies through OMNIA Partners.

3.2 Company

- A. Brief history and description of Supplier.
- B. Total number and location of sales persons employed by Supplier.
- C. Number and location of support centers (if applicable) and location of corporate office.

OMNIA PARTNERS EXHIBITS
EXHIBIT A- RESPONSE FOR NATIONAL COOPERATIVE CONTRACT

- D. Annual sales for the three previous fiscal years.
- E. Submit FEIN and Dunn & Bradstreet report.
- F. Describe any green or environmental initiatives or policies.
- G. Describe any diversity programs or partners supplier does business with and how Participating Agencies may use diverse partners through the Master Agreement. Indicate how, if at all, pricing changes when using the diversity program.
- H. Describe any historically underutilized business certifications supplier holds and the certifying agency. This may include business enterprises such as minority and women owned, small or disadvantaged, disable veterans, etc.
- I. Describe how supplier differentiates itself from its competitors.
- J. Describe any present or past litigation, bankruptcy or reorganization involving supplier.
- K. Felony Conviction Notice: Indicate if the supplier
 - a. is a publicly held corporation and this reporting requirement is not applicable;
 - b. is not owned or operated by anyone who has been convicted of a felony; or
 - c. is owned or operated by and individual(s) who has been convicted of a felony and provide the names and convictions.
- L. Describe any debarment or suspension actions taken against supplier

3.3 Distribution, Logistics

- A. Describe the full line of products and services offered by supplier.
- B. Describe how supplier proposes to distribute the products/service nationwide. Include any states where products and services will not be offered under the Master Agreement, including U.S. Territories and Outlying Areas.
- C. Identify all other companies that will be involved in processing, handling or shipping the products/service to the end user.
- D. Provide the number, size and location of Supplier's distribution facilities, warehouses and retail network as applicable.

3.4 Marketing and Sales

- A. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to immediately implement the Master Agreement as supplier's primary go to market strategy for Public Agencies to supplier's teams nationwide, to include, but not limited to:
 - i. Executive leadership endorsement and sponsorship of the award as the public sector go-to-market strategy within first 10 days
 - ii. Training and education of Supplier's national sales force with participation from the Supplier's executive leadership, along with the OMNIA Partners team within first 90 days
- B. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to market the Master Agreement to current Participating Public Agencies, existing Public Agency customers of Supplier, as well as to prospective Public Agencies nationwide immediately upon award, to include, but not limited to:
 - i. Creation and distribution of a co-branded press release to trade publications
 - ii. Announcement, contract details and contact information published on the Supplier's website within first 90 days

OMNIA PARTNERS EXHIBITS
EXHIBIT A- RESPONSE FOR NATIONAL COOPERATIVE CONTRACT

- iii. Design, publication and distribution of co-branded marketing materials within first 90 days
 - iv. Commitment to attendance and participation with OMNIA Partners at national (i.e. NIGP Annual Forum, NPI Conference, etc.), regional (i.e. Regional NIGP Chapter Meetings, Regional Cooperative Summits, etc.) and supplier-specific trade shows, conferences and meetings throughout the term of the Master Agreement
 - v. Commitment to attend, exhibit and participate at the NIGP Annual Forum in an area reserved by OMNIA Partners for partner suppliers. Booth space will be purchased and staffed by Supplier. In addition, Supplier commits to provide reasonable assistance to the overall promotion and marketing efforts for the NIGP Annual Forum, as directed by OMNIA Partners.
 - vi. Design and publication of national and regional advertising in trade publications throughout the term of the Master Agreement
 - vii. Ongoing marketing and promotion of the Master Agreement throughout its term (case studies, collateral pieces, presentations, promotions, etc.)
 - viii. Dedicated OMNIA Partners internet web-based homepage on Supplier's website with:
 - OMNIA Partners standard logo;
 - Copy of original Request for Proposal;
 - Copy of contract and amendments between Principal Procurement Agency and Supplier;
 - Summary of Products and pricing;
 - Marketing Materials
 - Electronic link to OMNIA Partners' website including the online registration page;
 - A dedicated toll-free number and email address for OMNIA Partners
- C. Describe how Supplier will transition any existing Public Agency customers' accounts to the Master Agreement available nationally through OMNIA Partners. Include a list of current cooperative contracts (regional and national) Supplier holds and describe how the Master Agreement will be positioned among the other cooperative agreements.
- D. Acknowledge Supplier agrees to provide its logo(s) to OMNIA Partners and agrees to provide permission for reproduction of such logo in marketing communications and promotions. Acknowledge that use of OMNIA Partners logo will require permission for reproduction, as well.
- E. Confirm Supplier will be proactive in direct sales of Supplier's goods and services to Public Agencies nationwide and the timely follow up to leads established by OMNIA Partners. All sales materials are to use the OMNIA Partners logo. At a minimum, the Supplier's sales initiatives should communicate:
- i. Master Agreement was competitively solicited and publicly awarded by a Principal Procurement Agency
 - ii. Best government pricing
 - iii. No cost to participate
 - iv. Non-exclusive contract

OMNIA PARTNERS EXHIBITS
EXHIBIT A- RESPONSE FOR NATIONAL COOPERATIVE CONTRACT

- F. Confirm Supplier will train its national sales force on the Master Agreement. At a minimum, sales training should include:
- i. Key features of Master Agreement
 - ii. Working knowledge of the solicitation process
 - iii. Awareness of the range of Public Agencies that can utilize the Master Agreement through OMNIA Partners
 - iv. Knowledge of benefits of the use of cooperative contracts
- G. Provide the name, title, email and phone number for the person(s), who will be responsible for:
- i. Executive Support
 - ii. Marketing
 - iii. Sales
 - iv. Sales Support
 - v. Financial Reporting
 - vi. Accounts Payable
 - vii. Contracts
- H. Describe in detail how Supplier's national sales force is structured, including contact information for the highest-level executive in charge of the sales team.
- I. Explain in detail how the sales teams will work with the OMNIA Partners team to implement, grow and service the national program.
- J. Explain in detail how Supplier will manage the overall national program throughout the term of the Master Agreement, including ongoing coordination of marketing and sales efforts, timely new Participating Public Agency account set-up, timely contract administration, etc.
- K. State the amount of Supplier's Public Agency sales for the previous fiscal year. Provide a list of Supplier's top 10 Public Agency customers, the total purchases for each for the previous fiscal year along with a key contact for each.
- L. Describe Supplier's information systems capabilities and limitations regarding order management through receipt of payment, including description of multiple platforms that may be used for any of these functions.
- M. Provide the Contract Sales (as defined in Section 10 of the National Intergovernmental Purchasing Alliance Company Administration Agreement) that Supplier will guarantee each year under the Master Agreement for the initial three years of the Master Agreement ("Guaranteed Contract Sales").

\$_____.00 in year one
\$_____.00 in year two
\$_____.00 in year three

To the extent Supplier guarantees minimum Contract Sales, the administration fee shall be calculated based on the greater of the actual Contract Sales and the Guaranteed Contract Sales.

- N. Even though it is anticipated many Public Agencies will be able to utilize the Master Agreement without further formal solicitation, there may be circumstances

OMNIA PARTNERS EXHIBITS
EXHIBIT A- RESPONSE FOR NATIONAL COOPERATIVE CONTRACT

where Public Agencies will issue their own solicitations. The following options are available when responding to a solicitation for Products covered under the Master Agreement.

- i. Respond with Master Agreement pricing (Contract Sales reported to OMNIA Partners).
- ii. If competitive conditions require pricing lower than the standard Master Agreement not-to-exceed pricing, Supplier may respond with lower pricing through the Master Agreement. If Supplier is awarded the contract, the sales are reported as Contract Sales to OMNIA Partners under the Master Agreement.
- iii. Respond with pricing higher than Master Agreement only in the unlikely event that the Public Agency refuses to utilize Master Agreement (Contract Sales are not reported to OMNIA Partners).
- iv. If alternative or multiple proposals are permitted, respond with pricing higher than Master Agreement, and include Master Agreement as the alternate or additional proposal.

Detail Supplier's strategies under these options when responding to a solicitation.

OMNIA PARTNERS EXHIBITS
EXHIBIT B- ADMINISTRATION AGREEMENT, EXAMPLE

OMNIA

PARTNERS

ADMINISTRATION AGREEMENT

THIS ADMINISTRATION AGREEMENT (this "Agreement") is made this ____ day of _____ 20 __, between National Intergovernmental Purchasing Alliance Company, a Delaware corporation d/b/a OMNIA Partners, Public Sector ("OMNIA Partners, Public Sector"), and ("Supplier").

RECITALS

WHEREAS, the _____ (the "Principal Procurement Agency") has entered into a Master Agreement effective _____, Agreement No _____, by and between the Principal Procurement Agency and Supplier, (as may be amended from time to time in accordance with the terms thereof, the "Master Agreement"), as attached hereto as Exhibit A and incorporated herein by reference as though fully set forth herein, for the purchase of (the "Product");

WHEREAS, said Master Agreement provides that any or all public agencies, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit (collectively, "Public Agencies"), that register (either via registration on the OMNIA Partners, Public Sector website or execution of a Master Intergovernmental Cooperative Purchasing Agreement, attached hereto as Exhibit B) (each, hereinafter referred to as a "Participating Public Agency") may purchase Product at prices stated in the Master Agreement;

WHEREAS, Participating Public Agencies may access the Master Agreement which is offered through OMNIA Partners, Public Sector to Public Agencies;

WHEREAS, OMNIA Partners, Public Sector serves as the contract administrator of the Master Agreement on behalf of Principal Procurement Agency;

WHEREAS, Principal Procurement Agency desires OMNIA Partners, Public Sector to proceed with administration of the Master Agreement; and

WHEREAS, OMNIA Partners, Public Sector and Supplier desire to enter into this Agreement to make available the Master Agreement to Participating Public Agencies and to set forth certain terms and conditions governing the relationship between OMNIA Partners, Public Sector and Supplier.

NOW, THEREFORE, in consideration of the payments to be made hereunder and the mutual covenants contained in this Agreement, OMNIA Partners, Public Sector and Supplier hereby agree as follows:

DEFINITIONS

1. Capitalized terms used in this Agreement and not otherwise defined herein shall have the meanings given to them in the Master Agreement.

TERMS AND CONDITIONS

2. The Master Agreement and the terms and conditions contained therein shall apply to this Agreement except as expressly changed or modified by this Agreement. Supplier acknowledges and agrees that the covenants and agreements of Supplier set forth in the solicitation and Supplier's response thereto resulting in the Master Agreement are incorporated herein and are an integral part hereof.

3. OMNIA Partners, Public Sector shall be afforded all of the rights, privileges and indemnifications afforded to Principal Procurement Agency by or from Supplier under the Master Agreement, and such rights, privileges and indemnifications shall accrue and apply with equal effect to OMNIA Partners, Public Sector, its agents, employees, directors, and representatives under this Agreement including, but not limited to, Supplier's obligation to obtain appropriate insurance.

4. OMNIA Partners, Public Sector shall perform all of its duties, responsibilities and obligations as contract administrator of the Master Agreement on behalf of Principal Procurement Agency as set forth herein, and Supplier hereby acknowledges and agrees that all duties, responsibilities and obligations will be undertaken by OMNIA Partners, Public Sector solely in its capacity as the contract administrator under the Master Agreement.

5. With respect to any purchases by Principal Procurement Agency or any Participating Public Agency pursuant to the Master Agreement, OMNIA Partners, Public Sector shall not be: (i) construed as a dealer, re-marketer, representative, partner or agent of any type of the Supplier, Principal Procurement Agency or any Participating Public Agency; (ii) obligated, liable or responsible for any order for Product made by Principal Procurement Agency or any Participating Public Agency or any employee thereof under the Master Agreement or for any payment required to be made with respect to such order for Product; and (iii) obligated, liable or responsible for any failure by Principal Procurement Agency or any Participating Public Agency to comply with procedures or requirements of applicable law or the Master Agreement or to obtain the due authorization and approval necessary to purchase under the Master Agreement. OMNIA Partners, Public Sector makes no representation or guaranty with respect to any minimum purchases by Principal Procurement Agency or any Participating Public Agency or any employee thereof under this Agreement or the Master Agreement.

6. OMNIA Partners, Public Sector shall not be responsible for Supplier's performance under the Master Agreement, and Supplier shall hold OMNIA Partners, Public Sector harmless from any liability that may arise from the acts or omissions of Supplier in connection with the Master Agreement.

7. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, OMNIA PARTNERS, PUBLIC SECTOR EXPRESSLY DISCLAIMS ALL EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES REGARDING OMNIA PARTNERS, PUBLIC SECTOR'S PERFORMANCE AS A CONTRACT ADMINISTRATOR OF THE MASTER AGREEMENT. OMNIA PARTNERS, PUBLIC SECTOR SHALL NOT BE LIABLE IN ANY WAY FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, OR RELIANCE DAMAGES, EVEN IF OMNIA PARTNERS, PUBLIC SECTOR IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

TERM OF AGREEMENT; TERMINATION

8. This Agreement shall be in effect so long as the Master Agreement remains in effect, provided, however, that the provisions of Sections 3 – 8 and 12 – 23, hereof and the indemnifications afforded by the Supplier to OMNIA Partners, Public Sector in the Master Agreement, to the extent such provisions survive any expiration or termination of the Master Agreement, shall survive the expiration or termination of this Agreement.

9. Supplier's failure to maintain its covenants and commitments contained in this Agreement or any action of the Supplier which gives rise to a right by Principal Procurement Agency to terminate the Master Agreement shall constitute a material breach of this Agreement. If such breach is not cured within thirty (30) days of written notice to Supplier, in addition to any and all remedies available at law or equity, OMNIA Partners, Public Sector shall have the right to terminate this Agreement, at OMNIA Partners, Public Sector's sole discretion. Notwithstanding anything contained herein to the contrary, this Agreement shall terminate on the date of the termination or expiration of the Master Agreement.

NATIONAL PROMOTION

10. OMNIA Partners, Public Sector and Supplier shall publicize and promote the availability of the Master Agreement's products and services to Public Agencies and such agencies' employees. Supplier shall require each Public Agency to register its participation in the OMNIA Partners, Public Sector program by either registering on the OMNIA Partners, Public Sector website (www.omniapartners.com/publicsector), or executing a Master Intergovernmental Cooperative Purchasing Agreement prior to processing the Participating Public Agency's first sales order. Upon request, Supplier shall make available to interested Public Agencies a copy of the Master Agreement and such price lists or quotes as may be necessary for such Public Agencies to evaluate potential purchases.

11. Supplier shall provide such marketing and administrative support as set forth in the solicitation resulting in the Master Agreement, including assisting in development of marketing materials as reasonably requested by Principal Procurement Agency and OMNIA Partners, Public Sector. Supplier shall be responsible for obtaining permission or license of use and payment of any license fees for all content and images Supplier provides to OMNIA Partners, Public Sector or posts on the OMNIA Partners, Public Sector website. Supplier shall indemnify, defend and hold harmless OMNIA Partners, Public Sector for use of all such content and images including copyright infringement claims. Supplier and OMNIA Partners, Public Sector each hereby grant to the other party a limited, revocable, non-transferable, non-sublicensable right to use such party's logo (each, the "Logo") solely for use in marketing the Master Agreement. Each party shall provide the other party with the standard terms of use of such party's Logo, and such party shall comply with such terms in all material respects. Both parties shall obtain approval from the other party prior to use of such party's Logo. Notwithstanding the foregoing, the parties understand and agree that except as provided herein neither party shall have any right, title or interest in the other party's Logo. Upon termination of this Agreement, each party shall immediately cease use of the other party's Logo.

ADMINISTRATIVE FEE, REPORTING & PAYMENT

12. An "Administrative Fee" shall be defined and due to OMNIA Partners, Public Sector from Supplier in the amount of percent (%) ("Administrative Fee Percentage") multiplied by the total purchase amount paid to Supplier, less refunds, credits on returns, rebates and discounts, for the sale of products and/or services to Principal Procurement Agency and Participating Public Agencies pursuant to the Master Agreement (as amended from time to time and including any renewal thereof) ("Contract Sales"). From time to time the parties may mutually agree in writing to a

lower Administrative Fee Percentage for a specifically identified Participating Public Agency's Contract Sales.

13. Supplier shall provide OMNIA Partners, Public Sector with an electronic accounting report monthly, in the format prescribed by OMNIA Partners, Public Sector, summarizing all Contract Sales for each calendar month. The Contract Sales reporting format is provided as Exhibit C ("Contract Sales Report"), attached hereto and incorporated herein by reference. Contract Sales Reports for each calendar month shall be provided by Supplier to OMNIA Partners, Public Sector by the 10th day of the following month. Failure to provide a Contract Sales Report within the time and manner specified herein shall constitute a material breach of this Agreement and if not cured within thirty (30) days of written notice to Supplier shall be deemed a cause for termination of the Master Agreement, at Principal Procurement Agency's sole discretion, and/or this Agreement, at OMNIA Partners, Public Sector' sole discretion.

14. Administrative Fee payments are to be paid by Supplier to OMNIA Partners, Public Sector at the frequency and on the due date stated in Section 13, above, for Supplier's submission of corresponding Contract Sales Reports. Administrative Fee payments are to be made via Automated Clearing House (ACH) to the OMNIA Partners, Public Sector designated financial institution identified in Exhibit D. Failure to provide a payment of the Administrative Fee within the time and manner specified herein shall constitute a material breach of this Agreement and if not cured within thirty (30) days of written notice to Supplier shall be deemed a cause for termination of the Master Agreement, at Principal Procurement Agency's sole discretion, and/or this Agreement, at OMNIA Partners, Public Sector' sole discretion. All Administrative Fees not paid when due shall bear interest at a rate equal to the lesser of one and one-half percent (1 1/2%) per month or the maximum rate permitted by law until paid in full.

15. Supplier shall maintain an accounting of all purchases made by Participating Public Agencies under the Master Agreement. OMNIA Partners, Public Sector, or its designee, in OMNIA Partners, Public Sector' sole discretion, reserves the right to compare Participating Public Agency records with Contract Sales Reports submitted by Supplier for a period of four (4) years from the date OMNIA Partners, Public Sector receives such report. In addition, OMNIA Partners, Public Sector may engage a third party to conduct an independent audit of Supplier's monthly reports. In the event of such an audit, Supplier shall provide all materials reasonably requested relating to such audit by OMNIA Partners, Public Sector at the location designated by OMNIA Partners, Public Sector. In the event an underreporting of Contract Sales and a resulting underpayment of Administrative Fees is revealed, OMNIA Partners, Public Sector will notify the Supplier in writing. Supplier will have thirty (30) days from the date of such notice to resolve the discrepancy to OMNIA Partners, Public Sector' reasonable satisfaction, including payment of any Administrative Fees due and owing, together with interest thereon in accordance with Section 13, and reimbursement of OMNIA Partners, Public Sector' costs and expenses related to such audit.

GENERAL PROVISIONS

16. This Agreement, the Master Agreement and the exhibits referenced herein supersede any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereto and no other agreement, statement, or promise relating to the subject matter of this Agreement which is not contained or incorporated herein shall be valid or binding. In the event of any conflict between the provisions of this Agreement and the Master Agreement, as between OMNIA Partners, Public Sector and Supplier, the provisions of this Agreement shall prevail.

17. If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement or to recover any Administrative Fee and accrued interest, the prevailing party shall

be entitled to reasonable attorney's fees and costs in addition to any other relief to which it may be entitled.

18. This Agreement and OMNIA Partners, Public Sector' rights and obligations hereunder may be assigned at OMNIA Partners, Public Sector' sole discretion to an affiliate of OMNIA Partners, Public Sector, any purchaser of any or all or substantially all of the assets of OMNIA Partners, Public Sector, or the successor entity as a result of a merger, reorganization, consolidation, conversion or change of control, whether by operation of law or otherwise. Supplier may not assign its obligations hereunder without the prior written consent of OMNIA Partners, Public Sector.

19. All written communications given hereunder shall be delivered by first-class mail, postage prepaid, or overnight delivery on receipt to the addresses as set forth below.

A. OMNIA Partners, Public Sector:

OMNIA Partners, Public Sector
Attn: President
840 Crescent Centre Drive
Suite 600
Franklin, TN 37067

B. Supplier:

Sterling
Attn: Alla Schuy
One State Street
Ft 24
New York, NY 10004

20. If any provision of this Agreement shall be deemed to be, or shall in fact be, illegal, inoperative or unenforceable, the same shall not affect any other provision or provisions herein contained or render the same invalid, inoperative or unenforceable to any extent whatever, and this Agreement will be construed by limiting or invalidating such provision to the minimum extent necessary to make such provision valid, legal and enforceable.


21. This Agreement may not be amended, changed, modified, or altered without the prior written consent of the parties hereto, and no provision of this Agreement may be discharged or waived, except by a writing signed by the parties. A waiver of any particular provision will not be deemed a waiver of any other provision, nor will a waiver given on one occasion be deemed to apply to any other occasion.


22. This Agreement shall inure to the benefit of and shall be binding upon OMNIA Partners, Public Sector, the Supplier and any respective successor and assign thereto; subject, however, to the limitations contained herein.

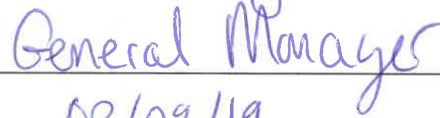
23. This Agreement will be construed under and governed by the laws of the State of Delaware, excluding its conflicts of law provisions and any action arising out of or related to this Agreement shall be commenced solely and exclusively in the state or federal courts in Williamson County Tennessee.

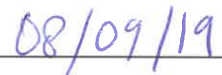
24. This Agreement may be executed in counterparts, each of which is an original but all of which, together, shall constitute but one and the same instrument. The exchange of copies of this Agreement and of signature pages by facsimile, or by .pdf or similar electronic transmission, will constitute effective execution and delivery of this Agreement as to the parties and may be used in lieu of the original Agreement for all purposes. Signatures of the parties transmitted by facsimile, or by .pdf or similar electronic transmission, will be deemed to be their original signatures for any purpose whatsoever.

[INSERT SUPPLIER ENTITY NAME]



Signature


Name


Title


Date

**OMNIA PARTNERS, PUBLIC
SECTOR**

Signature
Sarah Vavra

Name
Sr. Vice President, Public Sector
Contracting

Title

Date

OMNIA PARTNERS EXHIBITS
EXHIBIT C – MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT,
EXAMPLE

MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT

This Master Intergovernmental Cooperative Purchasing Agreement (this “**Agreement**”) is entered into by and between those certain government agencies that execute a Principal Procurement Agency Certificate (“**Principal Procurement Agencies**”) with National Intergovernmental Purchasing Alliance Company, a Delaware corporation d/b/a OMNIA Partners, Public Sector and/or Communities Program Management, LLC, a California limited liability company d/b/a U.S. Communities (collectively, “**OMNIA Partners, Public Sector**”) to be appended and made a part hereof and such other public agencies (“**Participating Public Agencies**”) who register to participate in the cooperative purchasing programs administered by OMNIA Partners, Public Sector and its affiliates and subsidiaries (collectively, the “**OMNIA Partners Parties**”) by either registering on the OMNIA Partners, Public Sector website (www.omniapartners.com/publicsector or any successor website), or by executing a copy of this Agreement.

RECITALS

WHEREAS, after a competitive solicitation and selection process by Principal Procurement Agencies, in compliance with their own policies, procedures, rules and regulations, a number of suppliers have entered into “**Master Agreements**” (herein so called) to provide a variety of goods, products and services (“**Products**”) to the applicable Principal Procurement Agency and the Participating Public Agencies;

WHEREAS, Master Agreements are made available by Principal Procurement Agencies through the OMNIA Partners Parties and provide that Participating Public Agencies may purchase Products on the same terms, conditions and pricing as the Principal Procurement Agency, subject to any applicable federal and/or local purchasing ordinances and the laws of the State of purchase; and

WHEREAS, in addition to Master Agreements, the OMNIA Partners Parties may from time to time offer Participating Public Agencies the opportunity to acquire Products through other group purchasing agreements.

NOW, THEREFORE, in consideration of the mutual promises contained in this Agreement, and of the mutual benefits to result, the parties hereby agree as follows:

1. Each party will facilitate the cooperative procurement of Products.
2. The Participating Public Agencies shall procure Products in accordance with and subject to the relevant federal, state and local statutes, ordinances, rules and regulations that govern Participating Public Agency’s procurement practices. The Participating Public Agencies hereby acknowledge and agree that it is the intent of the parties that all provisions of this Agreement and that Principal Procurement Agencies’ participation in the program described herein comply with all applicable laws, including but not limited to the requirements of 42 C.F.R. § 1001.952(h), as may be amended from time to time. The Participating Public Agencies further acknowledge and agree that they are solely responsible for their compliance with all applicable “safe harbor” regulations, including but not limited to any and all obligations to fully and accurately report discounts and incentives.

3. The Participating Public Agency represents and warrants that the Participating Public Agency is not a hospital or other healthcare provider and is not purchasing Products on behalf of a hospital or healthcare provider.

4. The cooperative use of Master Agreements shall be in accordance with the terms and conditions of the Master Agreements, except as modification of those terms and conditions is otherwise required by applicable federal, state or local law, policies or procedures.

5. The Principal Procurement Agencies will make available, upon reasonable request, Master Agreement information which may assist in improving the procurement of Products by the Participating Public Agencies.

6. The Participating Public Agency agrees the OMNIA Partners Parties may provide access to group purchasing organization ("**GPO**") agreements directly or indirectly by enrolling the Participating Public Agency in another GPO's purchasing program, including but not limited to Vizient Source, LLC, Provista, Inc. and other OMNIA Partners, Public Sector affiliates and subsidiaries; provided the purchase of Products through the OMNIA Partners Parties or any other GPO shall be at the Participating Public Agency's sole discretion.

7. The Participating Public Agencies (each a "**Procuring Party**") that procure Products through any Master Agreement or GPO Product supply agreement (each a "**GPO Contract**") will make timely payments to the distributor, manufacturer or other vendor (collectively, "**Supplier**") for Products received in accordance with the terms and conditions of the Master Agreement or GPO Contract, as applicable. Payment for Products and inspections and acceptance of Products ordered by the Procuring Party shall be the exclusive obligation of such Procuring Party. Disputes between Procuring Party and any Supplier shall be resolved in accordance with the law and venue rules of the State of purchase unless otherwise agreed to by the Procuring Party and Supplier.

8. The Procuring Party shall not use this Agreement as a method for obtaining additional concessions or reduced prices for purchase of similar products or services outside of the Master Agreement. Master Agreements may be structured with not-to-exceed pricing, in which cases the Supplier may offer the Procuring Party and the Procuring Party may accept lower pricing or additional concessions for purchase of Products through a Master Agreement.

9. The Procuring Party shall be responsible for the ordering of Products under this Agreement. A non-procuring party shall not be liable in any fashion for any violation by a Procuring Party, and, to the extent permitted by applicable law, the Procuring Party shall hold non-procuring party harmless from any liability that may arise from the acts or omissions of the Procuring Party.

10. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, THE OMNIA PARTNERS PARTIES EXPRESSLY DISCLAIM ALL EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES REGARDING ANY PRODUCT, MASTER AGREEMENT AND GPO CONTRACT. THE OMNIA PARTNERS PARTIES SHALL NOT BE LIABLE IN ANY WAY FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, OR RELIANCE DAMAGES, EVEN IF THE OMNIA PARTNERS PARTIES ARE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FURTHER, THE PROCURING PARTY ACKNOWLEDGES AND AGREES

THAT THE OMNIA PARTNERS PARTIES SHALL HAVE NO LIABILITY FOR ANY ACT OR OMISSION BY A SUPPLIER OR OTHER PARTY UNDER A MASTER AGREEMENT OR GPO CONTRACT.

11. This Agreement shall remain in effect until termination by either party giving thirty (30) days' written notice to the other party. The provisions of Paragraphs 6 - 10 hereof shall survive any such termination.

12. This Agreement shall take effect upon (i) execution of the Principal Procurement Agency Certificate, or (ii) registration on the OMNIA Partners, Public Sector website or the execution of this Agreement by a Participating Public Agency, as applicable.

OMNIA PARTNERS, PUBLIC SECTOR

Authorized Signature

Name

Title and Agency Name

Date

Signature

Sarah E. Vavra

Name

Sr. Vice President, Public Sector Contracting

Title

Date

NOT REQUIRED

OMNIA PARTNERS EXHIBITS
EXHIBIT D – OMNIA PARTNERS PRINCIPAL PROCUREMENT AGENCY CERTIFICATE,
EXAMPLE

PRINCIPAL PROCUREMENT AGENCY CERTIFICATE

In its capacity as a Principal Procurement Agency (as defined below) for National Intergovernmental Purchasing Alliance Company, a Delaware corporation d/b/a OMNIA Partners, Public Sector ("OMNIA Partners, Public Sector"), [NAME OF PPA] agrees to pursue Master Agreements for Products as specified in the attached Exhibits to this Principal Procurement Agency Certificate.

I hereby acknowledge, in my capacity as _____ of and on behalf of [NAME OF PPA] ("Principal Procurement Agency"), that I have read and hereby agree to the general terms and conditions set forth in the attached Master Intergovernmental Cooperative Purchasing Agreement regulating the use of the Master Agreements and purchase of Products that from time to time are made available by Principal Procurement Agencies to Participating Public Agencies nationwide through OMNIA Partners, Public Sector.

I understand that the purchase of one or more Products under the provisions of the Master Intergovernmental Cooperative Purchasing Agreement is at the sole and complete discretion of the Participating Public Agency.

Authorized Signature, [PRINCIPAL PROCUREMENT AGENCY]

Signature

Name

Title

Date

OMNIA PARTNERS EXHIBITS

EXHIBIT E – OMNIA PARTNERS CONTRACT SALES REPORTING TEMPLATE

OMNIA PARTNERS EXHIBITS									
EXHIBIT C - CONTRACT SALES REPORTING TEMPLATE									
(to be submitted <u>electronically</u> in Microsoft Excel format)									
OMNIA Partners Contract Sales Monthly Report									
Supplier Name:	Sterling Infosystems, Inc. dba Sterling								
Contract Sales Report Month:									
Contract ID:									
Supplier Reporting Contact:									
Title:									
Phone:									
Email:									
Participating Agency Name	Address	City	State	Zip Code	Participating Agency # {Assigned by National IPA and provided to Supplier}	Transaction Date (Date of Sale)	Contract Sales for Month (\$)	Admin Fee %	Admin Fee \$
Report Totals									
Cumulative Contract Sales									

OMNIA PARTNERS EXHIBITS
EXHIBIT F- FEDERAL FUNDS CERTIFICATIONS

FEDERAL CERTIFICATIONS
ADDENDUM FOR AGREEMENT FUNDED BY U.S. FEDERAL GRANT

TO WHOM IT MAY CONCERN:

Participating Agencies may elect to use federal funds to purchase under the Master Agreement. This form should be completed and returned.

DEFINITIONS

Contract means a legal instrument by which a non-Federal entity purchases property or services needed to carry out the project or program under a Federal award. The term as used in this part does not include a legal instrument, even if the non-Federal entity considers it a contract, when the substance of the transaction meets the definition of a Federal award or subaward

Contractor means an entity that receives a contract as defined in Contract.

Cooperative agreement means a legal instrument of financial assistance between a Federal awarding agency or pass-through entity and a non-Federal entity that, consistent with 31 U.S.C. 6302-6305:

- (a) Is used to enter into a relationship the principal purpose of which is to transfer anything of value from the Federal awarding agency or pass-through entity to the non-Federal entity to carry out a public purpose authorized by a law of the United States (see 31 U.S.C. 6101(3)); and not to acquire property or services for the Federal government or pass-through entity's direct benefit or use;
- (b) Is distinguished from a grant in that it provides for substantial involvement between the Federal awarding agency or pass-through entity and the non-Federal entity in carrying out the activity contemplated by the Federal award.
- (c) The term does not include:
 - (1) A cooperative research and development agreement as defined in 15 U.S.C. 3710a; or
 - (2) An agreement that provides only:
 - (i) Direct United States Government cash assistance to an individual;
 - (ii) A subsidy;
 - (iii) A loan;
 - (iv) A loan guarantee; or
 - (v) Insurance.

Federal awarding agency means the Federal agency that provides a Federal award directly to a non-Federal entity

Federal award has the meaning, depending on the context, in either paragraph (a) or (b) of this section:

- (a)(1) The Federal financial assistance that a non-Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity, as described in § 200.101 Applicability; or
- (2) The cost-reimbursement contract under the Federal Acquisition Regulations that a non-Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity, as described in § 200.101 Applicability.
- (b) The instrument setting forth the terms and conditions. The instrument is the grant agreement, cooperative agreement, other agreement for assistance covered in paragraph (b) of § 200.40 Federal financial assistance, or the cost-reimbursement contract awarded under the Federal Acquisition Regulations.
- (c) Federal award does not include other contracts that a Federal agency uses to buy goods or services from a contractor or a contract to operate Federal government owned, contractor operated facilities (GOCOs).
- (d) See also definitions of Federal financial assistance, grant agreement, and cooperative agreement.

Non-Federal entity means a state, local government, Indian tribe, institution of higher education (IHE), or nonprofit organization that carries out a Federal award as a recipient or subrecipient.

Nonprofit organization means any corporation, trust, association, cooperative, or other organization, not including IHEs, that:

- (a) Is operated primarily for scientific, educational, service, charitable, or similar purposes in the public interest;
- (b) Is not organized primarily for profit; and
- (c) Uses net proceeds to maintain, improve, or expand the operations of the organization.

Obligations means, when used in connection with a non-Federal entity's utilization of funds under a Federal award, orders placed for property and services, contracts and subawards made, and similar transactions during a given period that require payment by the non-Federal entity during the same or a future period.

Pass-through entity means a non-Federal entity that provides a subaward to a subrecipient to carry out part of a Federal program.

Recipient means a non-Federal entity that receives a Federal award directly from a Federal awarding agency to carry out an activity under a Federal program. The term recipient does not include subrecipients.

Simplified acquisition threshold means the dollar amount below which a non-Federal entity may purchase property or services using small purchase methods. Non-Federal entities adopt small purchase procedures in order to expedite the purchase of items costing less than the simplified acquisition threshold. The simplified acquisition threshold is set by the Federal Acquisition Regulation at 48 CFR Subpart 2.1 (Definitions) and in accordance with 41 U.S.C. 1908. As of the publication of this part, the simplified acquisition threshold is \$150,000, but this threshold is periodically adjusted for inflation. (Also see definition of § 200.67 Micro-purchase.)

Subaward means an award provided by a pass-through entity to a subrecipient for the subrecipient to carry out part of a Federal award received by the pass-through entity. It does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program. A subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract.

Subrecipient means a non-Federal entity that receives a subaward from a pass-through entity to carry out part of a Federal program; but does not include an individual that is a beneficiary of such program. A subrecipient may also be a recipient of other Federal awards directly from a Federal awarding agency.

Termination means the ending of a Federal award, in whole or in part at any time prior to the planned end of period of performance.

The following certifications and provisions may be required and apply when Participating Agency expends federal funds for any purchase resulting from this procurement process. Pursuant to 2 C.F.R. § 200.326, all contracts, including small purchases, awarded by the Participating Agency and the Participating Agency's subcontractors shall contain the procurement provisions of Appendix II to Part 200, as applicable.

APPENDIX II TO 2 CFR PART 200

(A) Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Pursuant to Federal Rule (A) above, when a Participating Agency expends federal funds, the Participating Agency reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

Does offeror agree? YES AS Initials of Authorized Representative of offeror

(B) Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of \$10,000)

Pursuant to Federal Rule (B) above, when a Participating Agency expends federal funds, the Participating Agency reserves the right to immediately terminate any agreement in excess of \$10,000 resulting from this procurement process in the event of a breach or default of the agreement by Offeror as detailed in the terms of the contract.

Does offeror agree? YES X Initials of Authorized Representative of offeror

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 CFR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of

Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

Pursuant to Federal Rule (C) above, when a Participating Agency expends federal funds on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.

Does offeror agree to abide by the above? YES AS Initials of Authorized Representative of offeror

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Pursuant to Federal Rule (H) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency. If at any time during the term of an award the offeror or its principals becomes debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency, the offeror will notify the Participating Agency.

Does offeror agree? YES AS Initials of Authorized Representative of offeror

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

Pursuant to Federal Rule (I) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term and after the awarded term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The undersigned further certifies that:

- (1) No Federal appropriated funds have been paid or will be paid for on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding \$100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

Does offeror agree? YES AS Initials of Authorized Representative of offeror

RECORD RETENTION REQUIREMENTS FOR CONTRACTS INVOLVING FEDERAL FUNDS

When federal funds are expended by Participating Agency for any contract resulting from this procurement process, offeror certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. The offeror further certifies that offeror will retain all records as required by 2 CFR § 200.333 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

Does offeror agree? YES AS Initials of Authorized Representative of offeror

CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT

When Participating Agency expends federal funds for any contract resulting from this procurement process, offeror certifies that it will comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6321 et seq.; 49 C.F.R. Part 18).

Does offeror agree? YES AS Initials of Authorized Representative of offeror

CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS

To the extent purchases are made with Federal Highway Administration, Federal Railroad Administration, or Federal Transit Administration funds, offeror certifies that its products comply with all applicable provisions of the Buy America Act and agrees to provide such certification or applicable waiver with respect to specific products to any Participating Agency upon request. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition.

Does offeror agree? YES AS Initials of Authorized Representative of offeror

CERTIFICATION OF ACCESS TO RECORDS – 2 C.F.R. § 200.336

Offeror agrees that the Inspector General of the Agency or any of their duly authorized representatives shall have access to any documents, papers, or other records of offeror that are pertinent to offeror's discharge of its obligations under the Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to offeror's personnel for the purpose of interview and discussion relating to such documents.

Does offeror agree? YES AS Initials of Authorized Representative of offeror

CERTIFICATION OF APPLICABILITY TO SUBCONTRACTORS

Offeror agrees that all contracts it awards pursuant to the Contract shall be bound by the foregoing terms and conditions. Does offeror agree? YES AS Initials of Authorized Representative of offeror

Offeror agrees to comply with all federal, state, and local laws, rules, regulations and ordinances, as applicable. It is further acknowledged that offeror certifies compliance with all provisions, laws, acts, regulations, etc. as specifically noted above.

Offeror's Name: Sterling Infosystems, Inc., dba Sterling

Address, City, State, and Zip Code: 1 State St. Plaza, 24th Floor, New York, NY, 10004

Phone Number: (212) 812-1039

Fax Number: (212) 734-0683

Printed Name and Title of Authorized Representative: Alla Schay / General Manager

Email Address: Alla.Schay@Sterlingcheck.com

Signature of Authorized Representative: Alla Schay

Date: 08/09/19

**OMNIA PARTNERS EXHIBITS
EXHIBIT G- NEW JERSEY BUSINESS COMPLIANCE**

DOC #1

**OWNERSHIP DISCLOSURE FORM
(N.J.S. 52:25-24.2)**

Pursuant to the requirements of P.L. 1999, Chapter 440 effective April 17, 2000 (Local Public Contracts Law), the offeror shall complete the form attached to these specifications listing the persons owning 10 percent (10%) or more of the firm presenting the proposal.

Company Name: Sterling Infosystems, Inc. dba Sterling

Street: 1 State St. Plaza, 24th Floor

City, State, Zip Code: New York, NY 10004

Complete as appropriate:

I _____, certify that I am the sole owner of _____, that there are no partners and the business is not incorporated, and the provisions of N.J.S. 52:25-24.2 do not apply.

OR:

I _____, a partner in _____, do hereby certify that the following is a list of all individual partners who own a 10% or greater interest therein. I further certify that if one (1) or more of the partners is itself a corporation or partnership, there is also set forth the names and addresses of the stockholders holding 10% or more of that corporation's stock or the individual partners owning 10% or greater interest in that partnership.

OR:

I Alla Schatz, an authorized representative of Sterling Infosystems, Inc., dba Sterling, a corporation, do hereby certify that the following is a list of the names and addresses of all stockholders in the corporation who own 10% or more of its stock of any class. I further certify that if one (1) or more of such stockholders is itself a corporation or partnership, that there is also set forth the names and addresses of the stockholders holding 10% or more of the corporation's stock or the individual partners owning a 10% or greater interest in that partnership.

(Note: If there are no partners or stockholders owning 10% or more interest, indicate none.)

Name	Address	Interest
Majority owned by Goldman Sachs and affiliated investors.		

I further certify that the statements and information contained herein, are complete and correct to the best of my knowledge and belief.

08/09/19
Date

Alla Schatz / General Manager
Authorized Signature and Title

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM
Public Agency Instructions

This page provides guidance to public agencies entering into contracts with business entities that are required to file Political Contribution Disclosure forms with the agency. **It is not intended to be provided to contractors.** What follows are instructions on the use of form local units can provide to contractors that are required to disclose political contributions pursuant to N.J.S.A. 19:44A-20.26 (P.L. 2005, c. 271, s.2). Additional information on the process is available in Local Finance Notice 2006-1 (http://www.nj.gov/dca/divisions/dlgs/resources/lfns_2006.html). Please refer back to these instructions for the appropriate links, as the Local Finance Notices include links that are no longer operational.

1. The disclosure is required for all contracts in excess of \$17,500 that are **not awarded** pursuant to a “fair and open” process (N.J.S.A. 19:44A-20.7).
2. Due to the potential length of some contractor submissions, the public agency should consider allowing data to be submitted in electronic form (i.e., spreadsheet, pdf file, etc.). Submissions must be kept with the contract documents or in an appropriate computer file and be available for public access. **The form is worded to accept this alternate submission.** The text should be amended if electronic submission will not be allowed.
3. The submission must be **received from the contractor and** on file at least 10 days prior to award of the contract. Resolutions of award should reflect that the disclosure has been received and is on file.
4. The contractor must disclose contributions made to candidate and party committees covering a wide range of public agencies, including all public agencies that have elected officials in the county of the public agency, state legislative positions, and various state entities. The Division of Local Government Services recommends that contractors be provided a list of the affected agencies. This will assist contractors in determining the campaign and political committees of the officials and candidates affected by the disclosure.
 - a. The Division has prepared model disclosure forms for each county. They can be downloaded from the “County PCD Forms” link on the Pay-to-Play web site at <http://www.nj.gov/dca/divisions/dlgs/programs/lpcl.html#12>. They will be updated from time-to-time as necessary.
 - b. A public agency using these forms **should edit them to properly reflect the correct legislative district(s)**. As the forms are county-based, **they list all legislative districts** in each county. **Districts that do not represent the public agency should be removed from the lists.**
 - c. Some contractors may find it easier to provide a single list that covers all contributions, regardless of the county. These submissions are appropriate and should be accepted.
 - d. The form may be used “as-is”, subject to edits as described herein.
 - e. The “Contractor Instructions” sheet is intended to be provided with the form. It is recommended that the Instructions and the form be printed on the same piece of paper. The form notes that the Instructions are printed on the back of the form; where that is not the case, the text should be edited accordingly.
 - f. The form is a Word document and can be edited to meet local needs, and posted for download on web sites, used as an e-mail attachment, or provided as a printed document.
5. It is recommended that the contractor also complete a “Stockholder Disclosure Certification.” This will assist the local unit in its obligation to ensure that contractor did not make any prohibited contributions to the committees listed on the Business Entity Disclosure Certification in the 12 months prior to the contract (See Local Finance Notice 2006-7 for additional information on this obligation at http://www.nj.gov/dca/divisions/dlgs/resources/lfns_2006.html). A sample Certification form is part of this package and the instruction to complete it is included in the Contractor Instructions. NOTE: This section is not applicable to Boards of Education.

**OMNIA PARTNERS EXHIBITS
EXHIBIT G- NEW JERSEY BUSINESS COMPLIANCE**

Doc #4,
continued

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Contractor Instructions

Business entities (contractors) receiving contracts from a public agency that are NOT awarded pursuant to a "fair and open" process (defined at N.J.S.A. 19:44A-20.7) are subject to the provisions of P.L. 2005, c. 271, s.2 (N.J.S.A. 19:44A-20.26). This law provides that 10 days prior to the award of such a contract, the contractor shall disclose contributions to:

- any State, county, or municipal committee of a political party
- any legislative leadership committee*
- any continuing political committee (a.k.a., political action committee)
- any candidate committee of a candidate for, or holder of, an elective office:
 - of the public entity awarding the contract
 - of that county in which that public entity is located
 - of another public entity within that county
 - or of a legislative district in which that public entity is located or, when the public entity is a county, of any legislative district which includes all or part of the county

The disclosure must list reportable contributions to any of the committees that exceed \$300 per election cycle that were made during the 12 months prior to award of the contract. See N.J.S.A. 19:44A-8 and 19:44A-16 for more details on reportable contributions.

N.J.S.A. 19:44A-20.26 itemizes the parties from whom contributions must be disclosed when a business entity is not a natural person. This includes the following:

- individuals with an "interest" ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit
- all principals, partners, officers, or directors of the business entity or their spouses
- any subsidiaries directly or indirectly controlled by the business entity
- IRS Code Section 527 New Jersey based organizations, directly or indirectly controlled by the business entity and filing as continuing political committees, (PACs).

When the business entity is a natural person, "a contribution by that person's spouse or child, residing therewith, shall be deemed to be a contribution by the business entity." [N.J.S.A. 19:44A-20.26(b)] The contributor must be listed on the disclosure.

Any business entity that fails to comply with the disclosure provisions shall be subject to a fine imposed by ELEC in an amount to be determined by the Commission which may be based upon the amount that the business entity failed to report.

The enclosed list of agencies is provided to assist the contractor in identifying those public agencies whose elected official and/or candidate campaign committees are affected by the disclosure requirement. It is the contractor's responsibility to identify the specific committees to which contributions may have been made and need to be disclosed. The disclosed information may exceed the minimum requirement.

The enclosed form, a content-consistent facsimile, or an electronic data file containing the required details (along with a signed cover sheet) may be used as the contractor's submission and is disclosable to the public under the Open Public Records Act.

The contractor must also complete the attached Stockholder Disclosure Certification. This will assist the agency in meeting its obligations under the law. **NOTE: This section does not apply to Board of Education contracts.**

* N.J.S.A. 19:44A-3(s): "The term "legislative leadership committee" means a committee established, authorized to be established, or designated by the President of the Senate, the Minority Leader of the Senate, the Speaker of the General Assembly or the Minority Leader of the General Assembly pursuant to section 16 of P.L.1993, c.65 (C.19:44A-10.1) for the purpose of receiving contributions and making expenditures."

Required Pursuant to N.J.S.A. 19:44A-20.26

Part I – Vendor Information

Signature Ala Schay Printed Name Ala Schay Title General Manager

☐ Check here if disclosure is provided in electronic form☐ Check here if the information is continued on subsequent page(s)

Doc #4,
continued

OMNIA PARTNERS EXHIBITS
EXHIBIT G- NEW JERSEY BUSINESS COMPLIANCE

List of Agencies with Elected Officials Required for Political Contribution Disclosure
N.J.S.A. 19:44A-20.26

Not applicable to Sterling

County Name:

State: Governor, and Legislative Leadership Committees

Legislative District #s:

State Senator and two members of the General Assembly per district.

County:

Freeholders

{County Executive}

County Clerk

Surrogate

Sheriff

Municipalities (Mayor and members of governing body, regardless of title):

**USERS SHOULD CREATE THEIR OWN FORM, OR DOWNLOAD FROM THE PAY
TO PLAY SECTION OF THE DLGS WEBSITE A COUNTY-BASED,
CUSTOMIZABLE FORM.**

OMNIA PARTNERS EXHIBITS
EXHIBIT G- NEW JERSEY BUSINESS COMPLIANCE

DOC #6

Certification of Non-Involvement in Prohibited Activities in Iran

Pursuant to N.J.S.A. 52:32-58, Offerors must certify that neither the Offeror, nor any of its parents, subsidiaries, and/or affiliates (as defined in N.J.S.A. 52:32 – 56(e) (3)), is listed on the Department of the Treasury's List of Persons or Entities Engaging in Prohibited Investment Activities in Iran and that neither is involved in any of the investment activities set forth in N.J.S.A. 52:32 – 56(f).

Offerors wishing to do business in New Jersey through this contract must fill out the Certification of Non-Involvement in Prohibited Activities in Iran here:

http://www.state.nj.us/humanservices/dfd/info/standard/fdc/disclosure_investmentact.pdf.

Offerors should submit the above form completed with their proposal.

**STATE OF NEW JERSEY – DIVISION OF PURCHASE AND PROPERTY
DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN**

Quote Number: 19-13

Bidder/Offeror: Sterling Infosystems, Inc., dba Sterling

PART 1: CERTIFICATION

BIDDERS MUST COMPLETE PART 1 BY CHECKING EITHER BOX.

FAILURE TO CHECK ONE OF THE BOXES WILL RENDER THE PROPOSAL NON-RESPONSIVE.

Pursuant to Public Law 2012, c. 25, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that neither the person or entity, nor any of its parents, subsidiaries, or affiliates, is identified on the Department of Treasury's Chapter 25 list as a person or entity engaging in investment activities in Iran. The Chapter 25 list is found on the Division's website at <http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf>. Bidders must review this list prior to completing the below certification. **Failure to complete the certification will render a bidder's proposal non-responsive.** If the Director finds a person or entity to be in violation of law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party

PLEASE CHECK THE APPROPRIATE BOX:



I certify, pursuant to Public Law 2012, c. 25, that neither the bidder listed above nor any of the bidder's parents, subsidiaries, or affiliates is listed on the N.J. Department of the Treasury's list of entities determined to be engaged in prohibited activities in Iran pursuant to P.L. 2012, c. 25 ("Chapter 25 List"). I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and am authorized to make this certification on its behalf. **I will skip Part 2 and sign and complete the Certification below.**

OR



I am unable to certify as above because the bidder and/or one or more of its parents, subsidiaries, or affiliates is listed on the Department's Chapter 25 list. I will provide a detailed, accurate and precise description of the activities in Part 2 below and sign and complete the Certification below. **Failure to provide such will result in the proposal being rendered as non-responsive** and appropriate penalties, fines and/or sanctions will be assessed as provided by law.

PART 2: PLEASE PROVIDE FURTHER INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN

You must provide a detailed, accurate and precise description of the activities of the bidding person/entity, or one of its parents, subsidiaries or affiliates, engaging in the investment activities in Iran outlined above by completing the boxes below.

EACH BOX WILL PROMPT YOU TO PROVIDE INFORMATION RELATIVE TO THE ABOVE QUESTIONS. PLEASE PROVIDE THOROUGH ANSWERS TO EACH QUESTION. IF YOU NEED TO MAKE ADDITIONAL ENTRIES, CLICK THE "ADD AN ADDITIONAL ACTIVITIES ENTRY" BUTTON.

Name <u>Not applicable</u>	Relationship to Bidder/Offeror _____
Description of Activities _____	

Duration of Engagement _____	Anticipated Cessation Date _____
Bidder/Offeror Contact Name _____	Contact Phone Number _____

ADD AN ADDITIONAL ACTIVITIES ENTRY

Certification: I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I attest that I am authorized to execute this certification on behalf of the above-referenced person or entity. I acknowledge that the State of New Jersey is relying on the information contained herein and thereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with the State to notify the State in writing of any changes to the answers of information contained herein. I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreement(s) with the State of New Jersey and that the State at its option may declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print):

Alla Schey

Signature:

Alla Schey

Title:

General Manager

Date:

08/09/18

OMNIA PARTNERS EXHIBITS
EXHIBIT G- NEW JERSEY BUSINESS COMPLIANCE

DOC #7

NEW JERSEY BUSINESS REGISTRATION
CERTIFICATE
(N.J.S.A. 52:32-44)

Offerors wishing to do business in New Jersey must submit their State Division of Revenue issued Business Registration Certificate with their proposal here. Failure to do so will disqualify the Offeror from offering products or services in New Jersey through any resulting contract.

<http://www.state.nj.us/treasury/revenue/forms/njreg.pdf>

Sterling is registered to do business in New Jersey. See attached NJ Business Registration Certificate (07-15-2019).



STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name: STERLING INFOSYSTEMS, INC.

Trade Name:

Address: 1 STATE STREET 24TH FLOOR
NEW YORK, NY 10004

Certificate Number: 1927152

Effective Date: January 23, 2015

Date of Issuance: July 15, 2019

For Office Use Only:

20190715151128603

OMNIA PARTNERS EXHIBITS

EXHIBIT H- OMNIA PARTNERS ADVERTISING COMPLIANCE REQUIREMENT

Pursuant to certain state notice provisions, including but not limited to Oregon Revised Statutes Chapter 279A.220, the following public agencies and political subdivisions of the referenced public agencies are eligible to register with OMNIA Partners and access the Master Agreement contract award made pursuant to this solicitation, and are hereby given notice of the foregoing request for proposals for purposes of complying with the procedural requirements of said statutes:

Nationwide:

State of Alabama	State of Hawaii	State of Massachusetts	State of New Mexico	State of South Dakota
State of Alaska	State of Idaho	State of Michigan	State of New York	State of Tennessee
State of Arizona	State of Illinois	State of Minnesota	State of North Carolina	State of Texas
State of Arkansas	State of Indiana	State of Mississippi	State of North Dakota	State of Utah
State of California	State of Iowa	State of Missouri	State of Ohio	State of Vermont
State of Colorado	State of Kansas	State of Montana	State of Oklahoma	State of Virginia
State of Connecticut	State of Kentucky	State of Nebraska	State of Oregon	State of Washington
State of Delaware	State of Louisiana	State of Nevada	State of Pennsylvania	State of West Virginia
State of Florida	State of Maine	State of New Hampshire	State of Rhode Island	State of Wisconsin
State of Georgia	State of Maryland	State of New Jersey	State of South Carolina	State of Wyoming
District of Columbia				

Lists of political subdivisions and local governments in the above referenced states / districts may be found at http://www.usa.gov/Agencies/State_and_Territories.shtml and <https://www.usa.gov/local-governments>.

Certain Public Agencies and Political Subdivisions:

CITIES, TOWNS, VILLAGES AND BOROUGHS INCLUDING BUT NOT LIMITED TO:

BAKER CITY GOLF COURSE, OR
CITY OF ADAIR VILLAGE, OR
CITY OF ASHLAND, OR
CITY OF AUMSVILLE, OR
CITY OF AURORA, OR
CITY OF BAKER, OR
CITY OF BATON ROUGE, LA
CITY OF BEAVERTON, OR
CITY OF BEND, OR
CITY OF BOARDMAN, OR
CITY OF BONANAZA, OR
CITY OF BOSSIER CITY, LA
CITY OF BROOKINGS, OR
CITY OF BURNS, OR
CITY OF CANBY, OR
CITY OF CANYONVILLE, OR
CITY OF CLATSKANIE, OR
CITY OF COBURG, OR
CITY OF CONDON, OR
CITY OF COQUILLE, OR
CITY OF CORVALLI, OR
CITY OF CORVALLIS PARKS AND RECREATION DEPARTMENT, OR
CITY OF COTTAGE GROVE, OR
CITY OF DONALD, OR
CITY OF EUGENE, OR

CITY OF FOREST GROVE, OR
CITY OF GOLD HILL, OR
CITY OF GRANTS PASS, OR
CITY OF GRESHAM, OR
CITY OF HILLSBORO, OR
CITY OF INDEPENDENCE, OR
CITY AND COUNTY OF HONOLULU, HI
CITY OF KENNER, LA
CITY OF LA GRANDE, OR
CITY OF LAFAYETTE, LA
CITY OF LAKE CHARLES, OR
CITY OF LEBANON, OR
CITY OF MCMINNVILLE, OR
CITY OF MEDFORD, OR
CITY OF METAIRIE, LA
CITY OF MILL CITY, OR
CITY OF MILWAUKIE, OR
CITY OF MONROE, LA
CITY OF MOSIER, OR
CITY OF NEW ORLEANS, LA
CITY OF NORTH PLAINS, OR
CITY OF OREGON CITY, OR
CITY OF PILOT ROCK, OR
CITY OF PORTLAND, OR
CITY OF POWERS, OR
CITY OF PRINEVILLE, OR
CITY OF REDMOND, OR
CITY OF REEDSPORT, OR

CITY OF RIDDLE, OR
CITY OF ROGUE RIVER, OR
CITY OF ROSEBURG, OR
CITY OF SALEM, OR
CITY OF SANDY, OR
CITY OF SCAPPOOSE, OR
CITY OF SHADY COVE, OR
CITY OF SHERWOOD, OR
CITY OF SHREVEPORT, LA
CITY OF SILVERTON, OR
CITY OF SPRINGFIELD, OR
CITY OF ST. HELENS, OR
CITY OF ST. PAUL, OR
CITY OF SULPHUR, LA
CITY OF TIGARD, OR
CITY OF TROUTDALE, OR
CITY OF TUALATIN, OR
CITY OF WALKER, LA
CITY OF WARRENTON, OR
CITY OF WEST LINN, OR
CITY OF WILSONVILLE, OR
CITY OF WINSTON, OR
CITY OF WOODBURN, OR
LEAGUE OF OREGON CITIES
THE CITY OF HAPPY VALLEY OREGON
ALPINE, UT
ALTA, UT
ALTAMONT, UT
ALTON, UT
AMALGA, UT
AMERICAN FORK CITY, UT
ANNABELLA, UT
ANTIMONY, UT
APPLE VALLEY, UT
AURORA, UT
BALLARD, UT
BEAR RIVER CITY, UT
BEAVER, UT
BICKNELL, UT
BIG WATER, UT
BLANDING, UT
BLUFFDALE, UT
BOULDER, UT
CITY OF BOUNTIFUL, UT
BRIAN HEAD, UT
BRIGHAM CITY CORPORATION, UT
BRYCE CANYON CITY, UT
CANNONVILLE, UT
CASTLE DALE, UT
CASTLE VALLEY, UT
CITY OF CEDAR CITY, UT
CEDAR FORT, UT
CITY OF CEDAR HILLS, UT
CENTERFIELD, UT
CENTERVILLE CITY CORPORATION, UT
CENTRAL VALLEY, UT
CHARLESTON, UT
CIRCLEVILLE, UT
CLARKSTON, UT
CLAWSON, UT
CLEARFIELD, UT
CLEVELAND, UT
CLINTON CITY CORPORATION, UT
COALVILLE, UT
CORINNE, UT
CORNISH, UT
COTTONWOOD HEIGHTS, UT

DANIEL, UT
DELTA, UT
DEWEYVILLE, UT
DRAPER CITY, UT
DUCHESNE, UT
EAGLE MOUNTAIN, UT
EAST CARBON, UT
ELK RIDGE, UT
ELMO, UT
ELSINORE, UT
ELWOOD, UT
EMERY, UT
ENOCH, UT
ENTERPRISE, UT
EPHRAIM, UT
ESCALANTE, UT
EUREKA, UT
FAIRFIELD, UT
FAIRVIEW, UT
FARMINGTON, UT
FARR WEST, UT
FAYETTE, UT
FERRON, UT
FIELDING, UT
FILLMORE, UT
FOUNTAIN GREEN, UT
FRANCIS, UT
FRUIT HEIGHTS, UT
GARDEN CITY, UT
GARLAND, UT
GENOLA, UT
GLENDALE, UT
GLENWOOD, UT
GOSHEN, UT
GRANTSVILLE, UT
GREEN RIVER, UT
GUNNISON, UT
HANKSVILLE, UT
HARRISVILLE, UT
HATCH, UT
HEBER CITY CORPORATION, UT
HELPER, UT
HENEFER, UT
HENRIEVILLE, UT
HERRIMAN, UT
HIDEOUT, UT
HIGHLAND, UT
HILDALE, UT
HINCKLEY, UT
HOLDEN, UT
HOLLADAY, UT
HONEYVILLE, UT
HOOPER, UT
HOWELL, UT
HUNTINGTON, UT
HUNTSVILLE, UT
CITY OF HURRICANE, UT
HYDE PARK, UT
HYRUM, UT
INDEPENDENCE, UT
IVINS, UT
JOSEPH, UT
JUNCTION, UT
KAMAS, UT
KANAB, UT
KANARRAVILLE, UT
KANOSH, UT

KAYSVILLE, UT
KINGSTON, UT
KOOSHAREM, UT
LAKETOWN, UT
LA VERKIN, UT
LAYTON, UT
LEAMINGTON, UT
LEEDS, UT
LEHI CITY CORPORATION, UT
LEVAN, UT
LEWISTON, UT
LINDON, UT
LOA, UT
LOGAN CITY, UT
LYMAN, UT
LYNN DYLAN, UT
MANILA, UT
MANTI, UT
MANTUA, UT
MAPLETON, UT
MARRIOTT-SLATERVILLE, UT
MARYSVALE, UT
MAYFIELD, UT
MEADOW, UT
MENDON, UT
MIDVALE CITY INC., UT
MIDWAY, UT
MILFORD, UT
MILLVILLE, UT
MINERSVILLE, UT
MOAB, UT
MONA, UT
MONROE, UT
CITY OF MONTICELLO, UT
MORGAN, UT
MORONI, UT
MOUNT PLEASANT, UT
MURRAY CITY CORPORATION, UT
MYTON, UT
NAPLES, UT
NEPHI, UT
NEW HARMONY, UT
NEWTON, UT
NIBLEY, UT
NORTH LOGAN, UT
NORTH OGDEN, UT
NORTH SALT LAKE CITY, UT
OAK CITY, UT
OAKLEY, UT
OGDEN CITY CORPORATION, UT
OPHIR, UT
ORANGEVILLE, UT
ORDERVILLE, UT
OREM, UT
PANGUITCH, UT
PARADISE, UT
PARAGONAH, UT
PARK CITY, UT
PAROWAN, UT
PAYSON, UT
PERRY, UT
PLAIN CITY, UT
PLEASANT GROVE CITY, UT
PLEASANT VIEW, UT
PLYMOUTH, UT
PORTAGE, UT
PRICE, UT

PROVIDENCE, UT
PROVO, UT
RANDOLPH, UT
REDMOND, UT
RICHFIELD, UT
RICHMOND, UT
RIVERDALE, UT
RIVER HEIGHTS, UT
RIVERTON CITY, UT
ROCKVILLE, UT
ROCKY RIDGE, UT
ROOSEVELT CITY CORPORATION, UT
ROY, UT
RUSH VALLEY, UT
CITY OF ST. GEORGE, UT
SALEM, UT
SALINA, UT
SALT LAKE CITY CORPORATION, UT
SANDY, UT
SANTA CLARA, UT
SANTAQUIN, UT
SARATOGA SPRINGS, UT
SCIPPIO, UT
SCOFIELD, UT
SIGURD, UT
SMITHFIELD, UT
SNOWVILLE, UT
CITY OF SOUTH JORDAN, UT
SOUTH OGDEN, UT
CITY OF SOUTH SALT LAKE, UT
SOUTH WEBER, UT
SPANISH FORK, UT
SPRING CITY, UT
SPRINGDALE, UT
SPRINGVILLE, UT
STERLING, UT
STOCKTON, UT
SUNNYSIDE, UT
SUNSET CITY CORP, UT
SYRACUSE, UT
TABIONA, UT
CITY OF TAYLORSVILLE, UT
TOOELE CITY CORPORATION, UT
TOQUERVILLE, UT
TORREY, UT
TREMONTON CITY, UT
TRENTON, UT
TROPIC, UT
UINTAH, UT
VERNAL CITY, UT
VERNON, UT
VINEYARD, UT
VIRGIN, UT
WALES, UT
WALLSBURG, UT
WASHINGTON CITY, UT
WASHINGTON TERRACE, UT
WELLINGTON, UT
WELLSVILLE, UT
WENDOVER, UT
WEST BOUNTIFUL, UT
WEST HAVEN, UT
WEST JORDAN, UT
WEST POINT, UT
WEST VALLEY CITY, UT
WILLARD, UT
WOODLAND HILLS, UT

WOODRUFF, UT
WOODS CROSS, UT

COUNTIES AND PARISHES INCLUDING BUT NOT LIMITED TO:

ASCENSION PARISH, LA
ASCENSION PARISH, LA, CLEAR OF COURT
CADDO PARISH, LA
CALCASIEU PARISH, LA
CALCASIEU PARISH SHERIFF'S OFFICE, LA
CITY AND COUNTY OF HONOLULU, HI
CLACKAMAS COUNTY, OR
CLACKAMAS COUNTY DEPT OF
TRANSPORTATION, OR
CLATSOP COUNTY, OR
COLUMBIA COUNTY, OR
COOS COUNTY, OR
COOS COUNTY HIGHWAY DEPARTMENT, OR
COUNTY OF HAWAII, OR
CROOK COUNTY, OR
CROOK COUNTY ROAD DEPARTMENT, OR
CURRY COUNTY, OR
DESCHUTES COUNTY, OR
DOUGLAS COUNTY, OR
EAST BATON ROUGE PARISH, LA
GILLIAM COUNTY, OR
GRANT COUNTY, OR
HARNEY COUNTY, OR
HARNEY COUNTY SHERIFFS OFFICE, OR
HAWAII COUNTY, HI
HOOD RIVER COUNTY, OR
JACKSON COUNTY, OR
JEFFERSON COUNTY, OR
JEFFERSON PARISH, LA
JOSEPHINE COUNTY GOVERNMENT, OR
LAFAYETTE CONSOLIDATED GOVERNMENT, LA
LAFAYETTE PARISH, LA
LAFAYETTE PARISH CONVENTION & VISITORS
COMMISSION
LAFOURCHE PARISH, LA
KAUAI COUNTY, HI
KLAMATH COUNTY, OR
LAKE COUNTY, OR
LANE COUNTY, OR
LINCOLN COUNTY, OR
LINN COUNTY, OR
LIVINGSTON PARISH, LA
MALHEUR COUNTY, OR
MAUI COUNTY, HI
MARION COUNTY, SALEM, OR
MORROW COUNTY, OR
MULTNOMAH COUNTY, OR
MULTNOMAH COUNTY BUSINESS AND
COMMUNITY SERVICES, OR
MULTNOMAH COUNTY SHERIFFS OFFICE, OR
MULTNOMAH LAW LIBRARY, OR
ORLEANS PARISH, LA
PLAQUEMINES PARISH, LA
POLK COUNTY, OR
RAPIDES PARISH, LA
SAINT CHARLES PARISH, LA
SAINT CHARLES PARISH PUBLIC SCHOOLS, LA
SAINT LANDRY PARISH, LA
SAINT TAMMANY PARISH, LA
SHERMAN COUNTY, OR
TERREBONNE PARISH, LA
TILLAMOOK COUNTY, OR

TILLAMOOK COUNTY SHERIFF'S OFFICE, OR
TILLAMOOK COUNTY GENERAL HOSPITAL, OR
UMATILLA COUNTY, OR
UNION COUNTY, OR
WALLOWA COUNTY, OR
WASCO COUNTY, OR
WASHINGTON COUNTY, OR
WEST BATON ROUGE PARISH, LA
WHEELER COUNTY, OR
YAMHILL COUNTY, OR
COUNTY OF BOX ELDER, UT
COUNTY OF CACHE, UT
COUNTY OF RICH, UT
COUNTY OF WEBER, UT
COUNTY OF MORGAN, UT
COUNTY OF DAVIS, UT
COUNTY OF SUMMIT, UT
COUNTY OF DAGGETT, UT
COUNTY OF SALT LAKE, UT
COUNTY OF TOOELE, UT
COUNTY OF UTAH, UT
COUNTY OF WASATCH, UT
COUNTY OF DUCHESNE, UT
COUNTY OF UINTAH, UT
COUNTY OF CARBON, UT
COUNTY OF SANPETE, UT
COUNTY OF JUAB, UT
COUNTY OF MILLARD, UT
COUNTY OF SEVIER, UT
COUNTY OF EMERY, UT
COUNTY OF GRAND, UT
COUNTY OF BEVER, UT
COUNTY OF PIUTE, UT
COUNTY OF WAYNE, UT
COUNTY OF SAN JUAN, UT
COUNTY OF GARFIELD, UT
COUNTY OF KANE, UT
COUNTY OF IRON, UT
COUNTY OF WASHINGTON, UT

**OTHER AGENCIES INCLUDING ASSOCIATIONS,
BOARDS, DISTRICTS, COMMISSIONS,
COUNCILS, PUBLIC CORPORATIONS, PUBLIC
DEVELOPMENT AUTHORITIES, RESERVATIONS
AND UTILITIES INCLUDING BUT NOT LIMITED
TO:**

BANKS FIRE DISTRICT, OR
BATON ROUGE WATER COMPANY
BEND METRO PARK AND RECREATION
DISTRICT
BIENVILLE PARISH FIRE PROTECTION
DISTRICT 6, LA
BOARDMAN PARK AND RECREATION DISTRICT
CENTRAL CITY ECONOMIC OPPORTUNITY
CORP, LA
CENTRAL OREGON INTERGOVERNMENTAL
COUNCIL
CITY OF BOGALUSA SCHOOL BOARD, LA
CLACKAMAS RIVER WATER
CLATSKANIE PEOPLE'S UTILITY DISTRICT
CLEAN WATER SERVICES
CONFEDERATED TRIBES OF THE UMATILLA
INDIAN RESERVATION
COOS FOREST PROTECTIVE ASSOCIATION
CHEHALEM PARK AND RECREATION DISTRICT
DAVID CROCKETT STEAM FIRE COMPANY #1,
LA

EUGENE WATER AND ELECTRIC BOARD
 HONOLULU INTERNATIONAL AIRPORT
 HOODLAND FIRE DISTRICT #74
 HOUSING AUTHORITY OF PORTLAND
 ILLINOIS VALLEY FIRE DISTRICT
 LAFAYETTE AIRPORT COMMISSION, LA
 LAFOURCHE PARISH HEALTH UNIT – DHH-OPH
 REGION 3
 LOUISIANA PUBLIC SERVICE COMMISSION, LA
 LOUISIANA WATER WORKS
 MEDFORD WATER COMMISSION
 MELHEUR COUNTY JAIL, OR
 METRO REGIONAL GOVERNMENT
 METRO REGIONAL PARKS
 METROPOLITAN EXPOSITION RECREATION
 COMMISSION
 METROPOLITAN SERVICE DISTRICT (METRO)
 MULTNOMAH EDUCATION SERVICE DISTRICT
 NEW ORLEANS REDEVELOPMENT AUTHORITY,
 LA
 NORTHEAST OREGON HOUSING AUTHORITY,
 OR
 PORT OF BRANDON, OR
 PORT OF MORGAN CITY, LA
 PORTLAND DEVELOPMENT COMMISSION, OR
 PORTLAND FIRE AND RESCUE
 PORTLAND HOUSING CENTER, OR
 OREGON COAST COMMUNITY ACTION
 OREGON HOUSING AND COMMUNITY
 SERVICES
 OREGON LEGISLATIVE ADMINISTRATION
 ROGUE VALLEY SEWER, OR
 SAINT LANDRY PARISH TOURIST COMMISSION
 SAINT MARY PARISH REC DISTRICT 2
 SAINT MARY PARISH REC DISTRICT 3
 SAINT TAMMANY FIRE DISTRICT 4, LA
 SALEM MASS TRANSIT DISTRICT
 SEWERAGE AND WATER BOARD OF NEW
 ORLEANS, LA
 SOUTH LAFOURCHE LEVEE DISTRICT, LA
 TRI-COUNTY METROPOLITAN
 TRANSPORTATION DISTRICT OF OREGON
 TUALATIN HILLS PARK & RECREATION
 DISTRICT
 TUALATIN VALLEY FIRE & RESCUE
 TUALATIN VALLEY WATER DISTRICT
 WILLAMALANE PARK AND RECREATION
 DISTRICT
 WILLAMETTE HUMANE SOCIETY

K-12 INCLUDING BUT NOT LIMITED TO:

ACADIA PARISH SCHOOL BOARD
 BEAVERTON SCHOOL DISTRICT
 BEND-LA PINE SCHOOL DISTRICT
 BOGALUSA HIGH SCHOOL, LA
 BOSSIER PARISH SCHOOL BOARD
 BROOKING HARBOR SCHOOL DISTRICT
 CADDO PARISH SCHOOL DISTRICT
 CALCASIEU PARISH SCHOOL DISTRICT
 CANBY SCHOOL DISTRICT
 CANYONVILLE CHRISTIAN ACADEMY
 CASCADE SCHOOL DISTRICT
 CASCADES ACADEMY OF CENTRAL OREGON
 CENTENNIAL SCHOOL DISTRICT
 CENTRAL CATHOLIC HIGH SCHOOL
 CENTRAL POINT SCHOOL DISTRICT NO.6

CENTRAL SCHOOL DISTRICT 13J
 COOS BAY SCHOOL DISTRICT NO.9
 CORVALLIS SCHOOL DISTRICT 509J
 COUNTY OF YAMHILL SCHOOL DISTRICT 29
 CULVER SCHOOL DISTRICT
 DALLAS SCHOOL DISTRICT NO.2
 DAVID DOUGLAS SCHOOL DISTRICT
 DAYTON SCHOOL DISTRICT NO.8
 DE LA SALLE N CATHOLIC HS
 DESCHUTES COUNTY SCHOOL DISTRICT NO.6
 DOUGLAS EDUCATIONAL DISTRICT SERVICE
 DUFUR SCHOOL DISTRICT NO.29
 EAST BATON ROUGE PARISH SCHOOL
 DISTRICT
 ESTACADA SCHOOL DISTRICT NO.10B
 FOREST GROVE SCHOOL DISTRICT
 GEORGE MIDDLE SCHOOL
 GLADSTONE SCHOOL DISTRICT
 GRANTS PASS SCHOOL DISTRICT 7
 GREATER ALBANY PUBLIC SCHOOL DISTRICT
 GRESHAM BARLOW JOINT SCHOOL DISTRICT
 HEAD START OF LANE COUNTY
 HIGH DESERT EDUCATION SERVICE DISTRICT
 HILLSBORO SCHOOL DISTRICT
 HOOD RIVER COUNTY SCHOOL DISTRICT
 JACKSON CO SCHOOL DIST NO.9
 JEFFERSON COUNTY SCHOOL DISTRICT 509-J
 JEFFERSON PARISH SCHOOL DISTRICT
 JEFFERSON SCHOOL DISTRICT
 JUNCTION CITY SCHOOLS, OR
 KLAMATH COUNTY SCHOOL DISTRICT
 KLAMATH FALLS CITY SCHOOLS
 LAFAYETTE PARISH SCHOOL DISTRICT
 LAKE OSWEGO SCHOOL DISTRICT 7J
 LANE COUNTY SCHOOL DISTRICT 4J
 LINCOLN COUNTY SCHOOL DISTRICT
 LINN CO. SCHOOL DIST. 95C
 LIVINGSTON PARISH SCHOOL DISTRICT
 LOST RIVER JR/SR HIGH SCHOOL
 LOWELL SCHOOL DISTRICT NO.71
 MARION COUNTY SCHOOL DISTRICT
 MARION COUNTY SCHOOL DISTRICT 103
 MARIST HIGH SCHOOL, OR
 MCMINNVILLE SCHOOL DISTRICT NOAO
 MEDFORD SCHOOL DISTRICT 549C
 MITCH CHARTER SCHOOL
 MONROE SCHOOL DISTRICT NO.1J
 MORROW COUNTY SCHOOL DIST, OR
 MULTNOMAH EDUCATION SERVICE DISTRICT
 MULTISENSORY LEARNING ACADEMY
 MYRTLE PINT SCHOOL DISTRICT 41
 NEAH-KAH-NIE DISTRICT NO.56
 NEWBERG PUBLIC SCHOOLS
 NESTUCCA VALLEY SCHOOL DISTRICT NO.101
 NOBEL LEARNING COMMUNITIES
 NORTH BEND SCHOOL DISTRICT 13
 NORTH CLACKAMAS SCHOOL DISTRICT
 NORTH DOUGLAS SCHOOL DISTRICT
 NORTH WASCO CITY SCHOOL DISTRICT 21
 NORTHWEST REGIONAL EDUCATION SERVICE
 DISTRICT
 ONTARIO MIDDLE SCHOOL
 OREGON TRAIL SCHOOL DISTRICT NOA6
 ORLEANS PARISH SCHOOL DISTRICT
 PHOENIX-TALENT SCHOOL DISTRICT NOA
 PLEASANT HILL SCHOOL DISTRICT
 PORTLAND JEWISH ACADEMY

PORTLAND PUBLIC SCHOOLS
RAPIDES PARISH SCHOOL DISTRICT
REDMOND SCHOOL DISTRICT
REYNOLDS SCHOOL DISTRICT
ROGUE RIVER SCHOOL DISTRICT
ROSEBURG PUBLIC SCHOOLS
SCAPPOOSE SCHOOL DISTRICT 1J
SAINT TAMMANY PARISH SCHOOL BOARD, LA
SEASIDE SCHOOL DISTRICT 10
SHERWOOD SCHOOL DISTRICT 88J
SILVER FALLS SCHOOL DISTRICT 4J
SOUTH LANE SCHOOL DISTRICT 45J3
SOUTHERN OREGON EDUCATION SERVICE DISTRICT
SPRINGFIELD PUBLIC SCHOOLS
SUTHERLIN SCHOOL DISTRICT
SWEET HOME SCHOOL DISTRICT NO.55
TERREBONNE PARISH SCHOOL DISTRICT
THE CATLIN GABEL SCHOOL
TIGARD-TUALATIN SCHOOL DISTRICT
UMATILLA MORROW ESD
WEST LINN WILSONVILLE SCHOOL DISTRICT
WILLAMETTE EDUCATION SERVICE DISTRICT
WOODBURN SCHOOL DISTRICT
YONCALLA SCHOOL DISTRICT
ACADEMY FOR MATH ENGINEERING & SCIENCE (AMES) , UT
ALIANZA ACADEMY , UT
ALPINE DISTRICT , UT
AMERICAN LEADERSHIP ACADEMY , UT
AMERICAN PREPARATORY ACADEMY , UT
BAER CANYON HIGH SCHOOL FOR SPORTS & MEDICAL SCIENCES , UT
BEAR RIVER CHARTER SCHOOL , UT
BEAVER SCHOOL DISTRICT , UT
BEEHIVE SCIENCE & TECHNOLOGY ACADEMY (BSTA) , UT
BOX ELDER SCHOOL DISTRICT , UT
CBA CENTER , UT
CACHE SCHOOL DISTRICT , UT
CANYON RIM ACADEMY , UT
CANYONS DISTRICT , UT
CARBON SCHOOL DISTRICT , UT
CHANNING HALL , UT
CHARTER SCHOOL LEWIS ACADEMY , UT
CITY ACADEMY , UT
DAGGETT SCHOOL DISTRICT , UT
DAVINCI ACADEMY , UT
DAVIS DISTRICT , UT
DUAL IMMERSION ACADEMY , UT
DUCHESNE SCHOOL DISTRICT , UT
EARLY LIGHT ACADEMY AT DAYBREAK , UT
EAST HOLLYWOOD HIGH , UT
EDITH BOWEN LABORATORY SCHOOL , UT
EMERSON ALCOTT ACADEMY , UT
EMERY SCHOOL DISTRICT , UT
ENTHEOS ACADEMY , UT
EXCELSIOR ACADEMY , UT
FAST FORWARD HIGH , UT
FREEDOM ACADEMY , UT
GARFIELD SCHOOL DISTRICT , UT
GATEWAY PREPARATORY ACADEMY , UT
GEORGE WASHINGTON ACADEMY , UT
GOOD FOUNDATION ACADEMY , UT
GRAND SCHOOL DISTRICT , UT
GRANITE DISTRICT , UT
GUADALUPE SCHOOL , UT

HAWTHORN ACADEMY , UT
INTECH COLLEGIATE HIGH SCHOOL , UT
IRON SCHOOL DISTRICT , UT
ITINERIS EARLY COLLEGE HIGH , UT
JOHN HANCOCK CHARTER SCHOOL , UT
JORDAN DISTRICT , UT
JUAB SCHOOL DISTRICT , UT
KANE SCHOOL DISTRICT , UT
KARL G MAESER PREPARATORY ACADEMY , UT
LAKEVIEW ACADEMY , UT
LEGACY PREPARATORY ACADEMY , UT
LIBERTY ACADEMY , UT
LINCOLN ACADEMY , UT
LOGAN SCHOOL DISTRICT , UT
MARIA MONTESSORI ACADEMY , UT
MERIT COLLEGE PREPARATORY ACADEMY , UT
MILLARD SCHOOL DISTRICT , UT
MOAB CHARTER SCHOOL , UT
MONTICELLO ACADEMY , UT
MORGAN SCHOOL DISTRICT , UT
MOUNTAINVILLE ACADEMY , UT
MURRAY SCHOOL DISTRICT , UT
NAVIGATOR POINTE ACADEMY , UT
NEBO SCHOOL DISTRICT , UT
NO UT ACAD FOR MATH ENGINEERING & SCIENCE (NUAMES) , UT
NOAH WEBSTER ACADEMY , UT
NORTH DAVIS PREPARATORY ACADEMY , UT
NORTH SANPETE SCHOOL DISTRICT , UT
NORTH STAR ACADEMY , UT
NORTH SUMMIT SCHOOL DISTRICT , UT
ODYSSEY CHARTER SCHOOL , UT
OGDEN PREPARATORY ACADEMY , UT
OGDEN SCHOOL DISTRICT , UT
OPEN CLASSROOM , UT
OPEN HIGH SCHOOL OF UTAH , UT
OQUIRRH MOUNTAIN CHARTER SCHOOL , UT
PARADIGM HIGH SCHOOL , UT
PARK CITY SCHOOL DISTRICT , UT
PINNACLE CANYON ACADEMY , UT
PIUTE SCHOOL DISTRICT , UT
PROVIDENCE HALL , UT
PROVO SCHOOL DISTRICT , UT
QUAIL RUN PRIMARY SCHOOL , UT
QUEST ACADEMY , UT
RANCHES ACADEMY , UT
REAGAN ACADEMY , UT
RENAISSANCE ACADEMY , UT
RICH SCHOOL DISTRICT , UT
ROCKWELL CHARTER HIGH SCHOOL , UT
SALT LAKE ARTS ACADEMY , UT
SALT LAKE CENTER FOR SCIENCE EDUCATION, UT
SALT LAKE SCHOOL DISTRICT , UT
SALT LAKE SCHOOL FOR THE PERFORMING ARTS, UT
SAN JUAN SCHOOL DISTRICT , UT
SEVIER SCHOOL DISTRICT , UT
SOLDIER HOLLOW CHARTER SCHOOL , UT
SOUTH SANPETE SCHOOL DISTRICT , UT
SOUTH SUMMIT SCHOOL DISTRICT , UT
SPECTRUM ACADEMY , UT
SUCCESS ACADEMY , UT
SUCCESS SCHOOL , UT
SUMMIT ACADEMY , UT

SUMMIT ACADEMY HIGH SCHOOL , UT
SYRACUSE ARTS ACADEMY , UT
THOMAS EDISON - NORTH , UT
TIMPANOGOS ACADEMY , UT
TINTIC SCHOOL DISTRICT , UT
TOOELE SCHOOL DISTRICT , UT
TUACAHN HIGH SCHOOL FOR THE
PERFORMING ARTS , UT
UINTAH RIVER HIGH , UT
UINTAH SCHOOL DISTRICT , UT
UTAH CONNECTIONS ACADEMY , UT
UTAH COUNTY ACADEMY OF SCIENCE , UT
UTAH ELECTRONIC HIGH SCHOOL , UT
UTAH SCHOOLS FOR DEAF & BLIND , UT
UTAH STATE OFFICE OF EDUCATION , UT
UTAH VIRTUAL ACADEMY , UT
VENTURE ACADEMY , UT
VISTA AT ENTRADA SCHOOL OF PERFORMING
ARTS AND TECHNOLOGY , UT
WALDEN SCHOOL OF LIBERAL ARTS , UT
WASATCH PEAK ACADEMY , UT
WASATCH SCHOOL DISTRICT , UT
WASHINGTON SCHOOL DISTRICT , UT
WAYNE SCHOOL DISTRICT , UT
WEBER SCHOOL DISTRICT , UT
WEILENMANN SCHOOL OF DISCOVERY , UT

HIGHER EDUCATION

ARGOSY UNIVERSITY
BATON ROUGE COMMUNITY COLLEGE, LA
BIRTHINGWAY COLLEGE OF MIDWIFERY
BLUE MOUNTAIN COMMUNITY COLLEGE
BRIGHAM YOUNG UNIVERSITY - HAWAII
CENTRAL OREGON COMMUNITY COLLEGE
CENTENARY COLLEGE OF LOUISIANA
CHEMEKETA COMMUNITY COLLEGE
CLACKAMAS COMMUNITY COLLEGE
COLLEGE OF THE MARSHALL ISLANDS
COLUMBIA GORGE COMMUNITY COLLEGE
CONCORDIA UNIVERSITY
GEORGE FOX UNIVERSITY
KLAMATH COMMUNITY COLLEGE DISTRICT
LANE COMMUNITY COLLEGE
LEWIS AND CLARK COLLEGE
LINFIELD COLLEGE
LINN-BENTON COMMUNITY COLLEGE
LOUISIANA COLLEGE, LA
LOUISIANA STATE UNIVERSITY
LOUISIANA STATE UNIVERSITY HEALTH
SERVICES
MARYLHURST UNIVERSITY
MT. HOOD COMMUNITY COLLEGE
MULTNOMAH BIBLE COLLEGE
NATIONAL COLLEGE OF NATURAL MEDICINE
NORTHWEST CHRISTIAN COLLEGE
OREGON HEALTH AND SCIENCE UNIVERSITY
OREGON INSTITUTE OF TECHNOLOGY
OREGON STATE UNIVERSITY
OREGON UNIVERSITY SYSTEM
PACIFIC UNIVERSITY
PIONEER PACIFIC COLLEGE
PORTLAND COMMUNITY COLLEGE
PORTLAND STATE UNIVERSITY
REED COLLEGE
RESEARCH CORPORATION OF THE
UNIVERSITY OF HAWAII
ROGUE COMMUNITY COLLEGE

SOUTHEASTERN LOUISIANA UNIVERSITY
SOUTHERN OREGON UNIVERSITY (OREGON
UNIVERSITY SYSTEM)
SOUTHWESTERN OREGON COMMUNITY
COLLEGE
TULANE UNIVERSITY
TILLAMOOK BAY COMMUNITY COLLEGE
UMPQUA COMMUNITY COLLEGE UNIVERSITY
OF HAWAII BOARD OF REGENTS UNIVERSITY
OF HAWAII-HONOLULU COMMUNITY
COLLEGE
UNIVERSITY OF OREGON-GRADUATE SCHOOL
UNIVERSITY OF PORTLAND
UNIVERSITY OF NEW ORLEANS
WESTERN OREGON UNIVERSITY
WESTERN STATES CHIROPRACTIC COLLEGE
WILLAMETTE UNIVERSITY
XAVIER UNIVERSITY
UTAH SYSTEM OF HIGHER EDUCATION, UT
UNIVERSITY OF UTAH, UT
UTAH STATE UNIVERSITY, UT
WEBER STATE UNIVERSITY, UT
SOUTHERN UTAH UNIVERSITY, UT
SNOW COLLEGE, UT
DIXIE STATE COLLEGE, UT
COLLEGE OF EASTERN UTAH, UT
UTAH VALLEY UNIVERSITY, UT
SALT LAKE COMMUNITY COLLEGE, UT
UTAH COLLEGE OF APPLIED TECHNOLOGY, UT

STATE AGENCIES

ADMIN. SERVICES OFFICE
BOARD OF MEDICAL EXAMINERS
HAWAII CHILD SUPPORT ENFORCEMENT
AGENCY
HAWAII DEPARTMENT OF TRANSPORTATION
HAWAII HEALTH SYSTEMS CORPORATION
OFFICE OF MEDICAL ASSISTANCE PROGRAMS
OFFICE OF THE STATE TREASURER
OREGON BOARD OF ARCHITECTS
OREGON CHILD DEVELOPMENT COALITION
OREGON DEPARTMENT OF EDUCATION
OREGON DEPARTMENT OF FORESTRY
OREGON DEPT OF TRANSPORTATION
OREGON DEPT. OF EDUCATION
OREGON LOTTERY
OREGON OFFICE OF ENERGY
OREGON STATE BOARD OF NURSING
OREGON STATE DEPT OF CORRECTIONS
OREGON STATE POLICE
OREGON TOURISM COMMISSION
OREGON TRAVEL INFORMATION COUNCIL
SANTIAM CANYON COMMUNICATION CENTER
SEIU LOCAL 503, OPEU
SOH- JUDICIARY CONTRACTS AND PURCH
STATE DEPARTMENT OF DEFENSE, STATE OF
HAWAII
STATE OF HAWAII
STATE OF HAWAII, DEPT. OF EDUCATION
STATE OF LOUISIANA
STATE OF LOUISIANA DEPT. OF EDUCATION
STATE OF LOUISIANA, 26TH JUDICIAL DISTRICT
ATTORNEY
STATE OF UTAH



Tab 4 – Qualification and Experience

a. References

(Tab 5 v.iii.) Provide a minimum of 5 customer references relating to the products and services within this RFP. Include entity name, contact name and title, contact phone and email, city, state, years serviced, description of services and annual volume.

[Redacted]

Large Defense Contractor

[Redacted]
[Redacted]
[Redacted]
[Redacted]
[Redacted]

Energy / Utilities

[Redacted]
[Redacted]
[Redacted]
[Redacted]
[Redacted]
[Redacted]
[Redacted]
[Redacted]
[Redacted]
[Redacted]



Education

lcarreno@miami.edu



Government clients





[REDACTED]

[REDACTED]



Tab 5 – Value Add RFP

Sterling's Response to RFP Section IV.2

i. Respond to APPENDIX D, Price Proposal.

Understood. Please refer to our responses in Appendix D, Price Proposal included in Tab 2.

ii. Describe products, service and background screening service packages. Will a participating agency be able to create a background screening service package(s) based on their needs? Detail your response.

Yes, ESC will have the ability to choose from a-la-carte option or an unlimited number of packages can be designed to align with ESC's workflow. ESC will have the ability to choose from a-la-carte options or an unlimited number of packages. Below is a table of the common product approaches our education clients have designed in the effort to drive excellence in protecting their education institution and their student population:

Bundle Type	Campus Support	Student	Intern	Faculty	Premium – Chancellor's Office and Administrative
SSN Trace	✓	✓	✓	✓	✓
7 year county criminal	✓	✓	✓	✓	✓
Enhanced Nationwide	✓	✓	✓	✓	✓
Locator Select	✓	✓	✓	✓	✓
DOJ sex offender	✓	✓	✓	✓	✓
Motor Vehicle Records	✓				✓
Social Media		✓	✓	✓	✓
D&HS - Urine			✓	✓	✓
State search				✓	✓
7 year federal criminal search				✓	✓
Employment Verification				✓	✓
Education Verification				✓	✓
International education				✓	✓
Credential verification				✓	
Extended global sanction search, including OFAC				✓	✓
International criminal					✓
Sterling Diligence					✓

Monitoring Approach	Campus Support	Student	Intern	Faculty	Premium – Chancellor's Office and Administrative
Criminal	✓	✓	✓	✓	✓
Motor Vehicle Records	✓				✓
Social Media		✓	✓	✓	✓



Sterling finds almost 16% more places to search and up to 23% more criminal records

For 1 in 3 applicants with a criminal record, our Complete Criminal Locator technology and its layering effect will find at least 1 more conviction per applicant

»

Examples of role specific additions:

- Motor Vehicle records for any drivers
- Integrated compliant Social Media searches
- Post-hire Criminal and Driver License Monitoring
- Credit reports for staff with fiduciary responsibilities
- Professional license status for teaching or other functions to help avoid accreditation and reputation threats.
- FACIS ® search for healthcare (ie. school nurses) related positions

iii. Describe any additional discounts or rebates available. Additional discounts or rebates may be offered for large quantity orders, single ship to location, growth, annual spend, guaranteed quantity, etc.



<div>██████████</div> <div>██████████</div> <div>██████████</div>	<div>██████████</div>
<div>██████████</div>	<div>██</div>
<div>██████████</div>	<div>██</div>
<div>██████████</div>	<div>██████</div>
<div>██████████</div>	<div>██</div>
<div>██████████</div>	<div>██████</div>
<div>██████████</div>	<div>██</div>



iv. Describe how customers verify they are receiving Contract pricing.

Sterling will conduct quarterly business reviews to ensure ESC is always being provided contracted pricing.

v. Describe payment methods offered.

We accept the following methods of payment:

- BOA E Payables
- ACH payments
- Checks
- Credit Cards - Visa, MasterCard, American Express and Discover

vi. Propose the frequency of updates to the Offeror's pricing structure. Describe any proposed indices to guide price adjustments. If offering a catalog contract with discounts by category, while changes in individual pricing may change, the category discounts should not change over the term of the Contract.

Pricing will remain in place for the length of the contract term between OMNIA and Sterling.

vii. Describe how future product introductions will be priced and align with Contract pricing proposed.

As with all the pricing we are proposing through the OMNIA partnership, any new solution developed will be priced to align with a similar aggressive pricing strategy.

viii. Provide any additional information relevant to this section.

Not to Exceed Pricing. Region 4 ESC requests pricing be submitted as not to exceed pricing. Unlike fixed pricing, the Contractor can adjust submitted pricing lower if needed but, cannot exceed original pricing submitted. Contractor must allow for lower pricing to be available for similar product and service purchases. Cost plus pricing as a primary pricing structure is not acceptable. Prices are guaranteed 120 days.

Understood.



b) Performance Capability

- i. Include a detailed response to Appendix E, Exhibit A, OMNIA Partners Response for National Cooperative Contract. Responses should highlight experience, demonstrate a strong national presence, describe how Offeror will educate its national sales force about the Contract, describe how products and services will be distributed nationwide, include a plan for marketing the products and services nationwide, and describe how volume will be tracked and reported to OMNIA Partners.

Sterling's Response to Appendix E, Exhibit A, Section 3.0

Supplier must supply the following information in order for the Principal Procurement Agency to determine Supplier's qualifications to extend the resulting Master Agreement to Participating Public Agencies through OMNIA Partners.

3.1 Company

A. Brief history and description of Supplier.

Sterling is a privately owned corporation that was founded in 1975 and incorporated in Delaware in 2003. We began with a staff of two employees, and have grown to over 4,000 employees globally, which includes our New York City headquarters and operations centers in the US, Canada, EMEA, and APAC. Sterling serves 25,000 clients performing over 150 million background checks and drug tests yearly in over 230 countries, territories, and dependencies across the globe.

As a leading provider of employment screening services, we have the knowledge and experience to conduct background checks worldwide. We have developed flexible technology that accommodates a wide range of request submission and fulfillment options, facilitating customized solutions for local users, while still ensuring consistency and compliance throughout our clients' programs.

Through its Industrials, Government & Education practice, Sterling focuses on the unique and vital roles of these critical sectors that impact people's lives every day. A common theme across the public sector is sensitivity to safety and efficiency while being mindful of reputation and community relationships.

B. Total number and location of sales persons employed by Supplier.

We have approximately 107 sales people globally in the following locations.

- Dallas, TX, US
- New York, NY, US
- Roseville, CA, US
- Bothell, WA, US
- Bellevue, WA, US
- Independence, OH, US
- Fort Collins, CO, US
- UK



- EMEA

C. Number and location of support centers (if applicable) and location of corporate office.

Sterling operates in 22 offices in 9 countries worldwide. The graphic below shows our global office locations:



US

- New York, NY - Customer Service/Sales/Account/Management/Executive Leadership/Product Development/Mergers and Acquisitions/Technology/Drug and Occupational Health Services
- Roseville, CA - Sales/Account Management/Education and Employment Verification Fulfillment
- Marietta, GA - Technology/Product Development/Data Back-up Facilities/Global Products
- Bothell, WA - Customer Service/Sales/Management/Marketing/Drug and Occupational Health Services
- Bellevue, WA - Customer Service/Sales/Management/Office of Innovation/Product Development and Technology
- Independence, OH - Customer Service/Technical Support/Sales/Account Management/Operations/Onshore Fulfillment/Compliance/Dispute Resolution/Drug and Occupational Health Services
- Fort Collins, CO - Customer Service/Technical Support/Sales/Account Management/Verified Volunteers/Bishops Services
- Portland, OR – Sterling Identity

Canada

- Surrey, BC - Customer Service/Sales/Management



- Montreal, QC - Customer Service/Sales/Management/Compliance

India

- Mumbai, India - Customer Service/Account Management/Fulfillment/Operational Excellence/Technical Development and Support/ Drug and Occupational Health Services

UK/Australia

- Swansea, South Wales, UK - Account Management/Customer Service/Fulfillment
- Holborn, London - Account Management
- North Sydney, Australia – RISQ Group

Philippines

- Manila, Taguig City, Philippines - Customer Services/Business Relationship Management
- Cubao, Quezon City, Philippines - Customer Services/Business Relationship Management

Operations

- Beijing, China
- Central, Hong Kong
- United Square, Singapore
- Shanghai, China
- Darul Ehsan, Malaysia

Headquarters

Sterling Infosystems, Inc., dba Sterling

1 State St. Plaza, 24th Floor, New York, NY 10004

D. Annual sales for the three previous fiscal years.

Year	Total Revenue
2018	\$460,068,000
2017	\$480,956,000
2016	\$446,929,000



E. Submit FEIN and Dunn & Bradstreet report.

FEIN: 11 – 2845313

Sterling's Dun & Bradstreet report is included as an attachment.

F. Describe any green or environmental initiatives or policies.

In recognition of ecological limits, interdependence, and healthy communities, Sterling operates in an office emphasizing sustainability and energy efficiency. Sterling does not utilize machinery that poses significant risk to the environment or an individual's safety, and Sterling encourages office correspondence through digital means. The paper products that Sterling uses are environmentally friendly (e.g. acid free), and Sterling maintains a comprehensive internal recycling program.

Sterling was an early adopter of the "paperless" background checking solution in response to its efforts to become more sustainable and environmentally conscious. This initiative resulted in a fully enabled online ordering as described throughout this response. Our platform eliminates the need for users to perform data entry or attempt to decipher poor penmanship, and decreases reliance on paper products. If you chose to use the online consent form, the entire process can be paperless.

Sterling's greatest successes, relative to sustainability, have been produced through the development of the following technologies.

- Sterling provides ESC with paperless options for order entry, results, billing, and chain of custody forms.
- All account management reporting functionality is provided electronically.
- Electronic wet signature on the consent and disclosure form.
- With CourtDirect, Sterling eliminated over 75% of human traffic to court facilities.
- Overall process improvement reducing paper and product waste.

G. Describe any diversity programs or partners supplier does business with and how Participating Agencies may use diverse partners through the Master Agreement. Indicate how, if at all, pricing changes when using the diversity program.

Our supplier diversity mission is to proactively identify, build relationships with, and purchase goods and services from certified diverse businesses. Diverse vendors will have an equal opportunity to be included in our strategic sourcing and procurement process. Vendors that seek to do business with us must demonstrate the ability to add value and provide high-quality goods and services that are competitively priced, reliable, and aligned with our superior level of service.

The Sterling vendor diversity program's objective is to procure 10% of indirect spend annually with diverse vendors enrolled in the program. Our Global Procurement team provides leadership quarterly reports tracking the objective and progress of the program. This will solidify our outreach and stance on equality throughout our vendor base.



H. Describe any historically underutilized business certifications supplier holds and the certifying agency. This may include business enterprises such as minority and women owned, small or disadvantaged, disable veterans, etc.

Sterling takes maximum advantage of all business certifications it holds.

I. Describe how supplier differentiates itself from its competitors.

At Sterling, we differentiate ourselves through our people and concern for your business and culture with our focus on educational verticalization. Our deepest concern is promoting a safe work environment for you and your employees. Through our partnership with ESC, we will create a trust, propelled by our dedicated team, who are readily available and adaptable to your culture and needs. Sterling's main goal is to help you locate the most valuable candidates so that you can create a workplace where your employees feel confident and secure.

Throughout 2019, Sterling has focused attention on education through a variety of events, including sponsorship and speaking at the LEAP HR Higher Education Conference in May along with a webinar focused on Employment Verification. In August, Sterling hosted a Roundtable attended by prominent clients. Leading experts discussed perspectives within education, background screening, and the critical convergence of the two—including key compliance and safety concerns.

With the May re-launch of Sterling Student, for screening of students participating in internships or other academic-related programs within sensitive positions to satisfy various requirements, regulations, and policies, Sterling extended its reach across the full spectrum of campus employment needs. Sterling solutions cover full-time, part-time, contract, and study-related cases.

Industry-leading turnaround times

To deliver your background reports faster, Sterling uses our proprietary AI technology to automate our criminal record screening fulfillment processes. We automate 85% of our criminal record search volume, allowing us to offer you turnaround times 50% faster than the rest of the industry, with 66% of searches closing in just an hour. By removing manual intervention, we also minimize human error. While screening over 26 million candidates annually, Sterling amends an average of just 0.009% of criminal searches to correct erroneous or incomplete information.

Unrivalled expertise and service

ESC will be supported by a Client Success Team dedicated to government and educational services industry, so you receive tailored service with vertical expertise. Throughout our relationship, this team will learn your culture and processes so we can make the best recommendations for ESC. Each quarter, your Client Success Partner will review your screening program, benchmarking it against other clients in your industry. Working together with ESC, Sterling will help you build the screening program that best supports your business goals.

Candidate experience

We understand how crucial a good candidate experience is for ESC—this helps to form the first impression of their new employer. Through Sterling's candidate hub, your candidates will have the power to manage and streamline their screening process. They will navigate through a



clear, modern interface that is simple to understand and easy to use from anywhere and on any device—helping them complete their tasks faster.

Compliance

Sterling supports a compliant background screening experience, not just in the United States, but worldwide. We embrace the ever-changing landscape of federal, state, and local hiring regulations, adhering to the Fair Credit Reporting Act (FCRA), Equal Employment Opportunity Commission (EEOC), and other domestic and international regulations governing pre-employment services.

Webinars hosted by experts

The world of background screening is constantly evolving. To keep ESC informed, Sterling partners with renowned law firms, consultants, and our in-house experts to host webinars on topics important to our clients. Certain webinars also qualify for SHRM recertification credits.

J. Describe any present or past litigation, bankruptcy or reorganization involving supplier.

In connection with its performance of millions of background checks annually, Sterling is the subject of litigation from time to time, none of which has been material to Sterling's financial health. Such litigation is generally dismissed or settled without judicial findings. Sterling is continually evaluating and improving its processes in response to litigation trends, regulatory pronouncements and statutory changes.

K. Felony Conviction Notice: Indicate if the supplier

- a. is a publicly held corporation and this reporting requirement is not applicable;

Sterling is a privately held company.

- b. is not owned or operated by anyone who has been convicted of a felony; or

No.

This is not applicable to Sterling.

- c. is owned or operated by and individual(s) who has been convicted of a felony and provide the names and convictions.

No.

This is not applicable to Sterling.

L. Describe any debarment or suspension actions taken against supplier.

None have been taken. This is not applicable to Sterling.



3.2 Distribution, Logistics

A. Describe the full line of products and services offered by supplier.

Sterling offers hundreds of screening and pre-employment products, some of which are summarized below:

US Screening Product Overview

- > **The Complete Criminal Record Locator**
 - Social Security Trace/Address Verification
 - Enhanced National Criminal Database Search
 - Locator Select Database Search
- > **Criminal Record Checks**
 - County Criminal Record Check
 - State Criminal Record Check
 - Federal Criminal Record Check
- > **Employment Credit Report**
- > **Sex Offender Registry Search** (Dept. Of Justice)
- > **Department of Motor Vehicle Search/Motor Vehicle Records (MVR)**
- > **DOT** (reasonable suspicion, random testing)
- > **Drug Testing and Occupational Health Services** (blood, urine, breath, hair, oral fluid, physicals and more)
- > **Education Verification**
- > **Employment Verification**
- > **Fingerprinting**
- > **Fraud and Abuse Control Information System (FACIS) Search**
- > **I-9 Verification/E-Verify**
- > **National Practitioner Data Bank**
- > **Office of Inspector General (OIG) Search**
- > **Personal/Professional References**
- > **Professional License Verification**
- > **Social Media Searches**
- > **Terrorist Watch List/Office of Foreign Assets Control (OFAC) Search**
- > **Workers' Compensation Search**

Additional services that are unique to Sterling:

Sterling Student Portal

Our Student Portal is a self-service portal which ESC may utilize when seeking to hire students seeking employment or internships within sensitive positions or to satisfy requirements/regulations/policies—the student can pay for their own background check. The application provides easy web-based access to an online questionnaire and consent form (the forms can be customized for ESC, but the customization would final approval by Sterling's Compliance Team prior to implementation) that are completed by the student and submitted directly to Sterling in order to initiate a background order. The results would go directly to ESC.

This solution helps with risk management by ensuring the background check is compliant and that the client will have access to the results without having to manage the process. In addition, it removes the administrative burden of initiating background orders and controls costs. Alternatively, you can choose to be billed directly for these background checks.



Government

Across all levels of government, employees must provide a positive and professional experience for constituents. A key part of this equation is knowing the backgrounds of the people you hire. Whether your employees work on your infrastructure, handle finance or anything in between, Sterling's employee background checks help ensure all candidates brought in for sensitive roles are trustworthy.

Education

Academic settings, from pre-schools to universities, are unique communities where personal relationships are important. Inviting full-time, part-time or contract employees into your classrooms or campus involves specialized requirements to maintain a safe environment and gain your community's confidence. When placing students in internships or employment affiliated with a degree in a program, Sterling Student, a unique background screening solution, provides value and confidence to leading universities.

Through a combination of pre-employment background screening and workforce monitoring solutions, governments and leading educational institutions have long-standing relationships with Sterling to help maintain safety and public confidence across campuses.

Sterling Diligence

Sterling Diligence (Bishops Services) is the oldest privately held investigation and corporate due diligence firm in the United States. Founded in 1898, we use our decades of experience to bring insight, accuracy and timeliness to its investigations around the world. In 2008, Bishops became part of the Sterling group of companies.

While other firms have used technology to create "cookie-cutter" report templates and internet downloads to conduct its investigations, we use technology to access an increased range of primary source data at every jurisdictional level.

Our clients include:

- law and accounting firms
- government
- hedge funds
- private equity firms
- commercial and investment banks

Our lead investigators develop a deep understanding of the needs of each market segment and tailor their due diligence and reporting process to meet a client's individual needs.

Sterling Identity - Compliant Fingerprinting to Enhance Criminal Searches

Sterling is one of the few companies authorized as both a FINRA and FBI channeler. Sterling offers a national network of digital fingerprinting technology, deployed through kiosks in over 800 The UPS Store locations nationally. Sterling has worked hard to provide the only consistent, single-sourced national fingerprinting network in existence. This network covers



over 720 cities in all 50 states and Washington, DC—your candidates are usually less than a 30-minute trip from a Sterling fingerprinting location.

To provide a consistent and high-quality experience for candidates having their fingerprints captured, Sterling developed a training and quality assurance program for The UPS Store technicians to ensure they can reliably capture candidate fingerprints in accordance with FBI best practices. This training includes informative videos, fingerprint capture practice sessions, and a final fingerprint submission that is reviewed by the team for certification and quality purposes, so technicians are thoroughly prepared to capture your candidates' fingerprints effectively.

Additionally, Sterling can provide a fully FCRA-compliant fingerprinting process. Sterling is able to seamlessly incorporate primary source verification, and state and federal compliance rules into your background screening process. Providing this option allows our clients to benefit from FBI fingerprint searches, while limiting risk and ensuring both a comprehensive and compliant screening solution.

Continuous Monitoring Program

Sterling offers ongoing monitoring services to proactively mitigate risk via re-screening. Using a myriad of industry-leading data sources, coupled with our unmatched expertise, Sterling's Continuous Monitoring solution proactively identifies new applicant threats such as new criminal arrests and sanctions/exclusions daily – preventing violence, litigation, and insider fraud.

Sterling's Continuous Monitoring will benefit ESC for the following reasons:

Unmatched Expertise.

Sterling was the first to productize daily monitoring services in 2015 and is committed to continuous innovation to make it easier to manage and monitor the entire lifecycle of a customer's screening program.

Diverse Data Sources.

From sanctions and exclusions to license status to criminal records, Sterling offers a myriad of continuous monitoring options to detect applicant threats.

React Quickly to Risk.

We use the most up-to-date and comprehensive data sources that enable continuous monitoring of applicants with proactive alerts and notifications

Flexibility.

Configure your monitoring program (single or multiple) to fit your specific business needs and requirements.

B. Describe how supplier proposes to distribute the products/service nationwide. Include any states where products and services will not be offered under the Master Agreement, including U.S. Territories and Outlying Areas.

Sterling has made major investments in our national and international screening technology. We offer a one world, one platform solution that allows you to initiate background checks in



over 195 countries from your master account, including all 50 states, US Territories and Outlying Areas.

Sterling has organized our global screening solutions into 6 primary categories consisting of over 3,100+ products worldwide, covering over 200+ jurisdictions. Availability of each search type may vary based on our ongoing best practices approach for determining the viability as well as permissibility of a particular product. This approach ensures compliant, best practice country-level background check elements are offered on a regional and global basis.

C. Identify all other companies that will be involved in processing, handling or shipping the products/service to the end user.

Sterling will be the only company involved in your background screening process. We provide the largest entity performing the screening services; however, At least 14% percent of orders placed for criminal products utilize one or more independent contractors/subcontractors to fulfill order requests. As a Consumer Reporting Agency (CRA), Sterling prepares background checks by compiling data from hundreds of different sources, from courthouses, to state driving record repositories, to drug testing laboratories. We consider these organizations to be suppliers of data, not subcontractors. We use court runners and other vendors in our supply chain, but we do not subcontract work out to other consumer reporting agencies. The identity and mix of suppliers that we use depends on the service offering and is considered proprietary information of Sterling.

D. Provide the number, size and location of Supplier's distribution facilities, warehouses and retail network as applicable.

This is not applicable to Sterling.

3.3 Marketing and Sales

A. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to immediately implement the Master Agreement as supplier's primary go to market strategy for Public Agencies to supplier's teams nationwide, to include, but not limited to:

- i. Executive leadership endorsement and sponsorship of the award as the public sector go-to-market strategy within first 10 days
- ii. Training and education of Supplier's national sales force with participation from the Supplier's executive leadership, along with the OMNIA Partners team within first 90 days

90 Day Plan

■ As the existing partner to OMNIA Private Sector today, we feel that we are uniquely positioned to leverage our nine years of history where we have collectively accumulated over 80 unique customers and approximately \$10M in annual spend. This momentum will allow is to springboard into a successful deployment with ESC and early adoption of the Master Agreement for Public Agencies. Additionally, through our Government and Education vertical,



we have developed the intellectual capital, systems and programs to specifically address the needs of the Public Agency sector.

- First 30 days:
 - Kickoff call with all appropriate parties (program managers at Sterling, OMNIA and ESC)
 - Executive Sponsor assigned to the partnership
 - Go-To-Market strategy and establish weekly cadence for first 90 days of program.
 - Kickoff call to include Sterling presentation from dedicated Government & Education Team including:
 - Alla Schay, General Manager, Industry Government & Education (IGE)
 - Gurdon Blackwell, VP of Sales IGE
 - Cecilia Green, Regional Director of Sales IGE (Located in Dallas, Texas)
 - Nicholas Herstich, Head of Product, IGE
 - Amanda Schafer, Head of Client Success, IGE
 - Michael Kirsch, Head of Marketing, IGE
 - Harris Bornstein, Senior Director of Strategic Alliances
 -
- Creation of training program for internal Sterling training, as well as external training of OMNIA Public Sales Team.

Sterling to report on:

- Pipeline tracking
- Client revenue tracking
- Revenue share processing
- Draft co-branded press release with ESC and OMNIA support
- Introduction between marketing teams (Sterling, OMNIA, ESC if necessary)
- Introductions between sales teams (Sterling, OMNIA)

30-60 days:

- Design and publish co-branded marketing materials for external use to include program highlights, Sterling differentiators, and key contact information.
- Creation of Internal Documentation for dedicated sales team, specifically geared towards selling into Public space (with OMNIA) to be published on Sterling's intranet:
 - Sales strategy documents
 - Member lists
 - Preferred price lists
 - Marketing materials – white papers, one-pagers, etc.



- Creation and training of dedicated Sterling team of client success executives to support ESC and OMNIA Public Sector members who join Sterling via this contract.
- Publish and distribute co-branded press release
- Create landing page on Sterling website to include marketing materials, contract information, program highlights, and webform for interested parties to participate in the program

60-90 Days:

- Sterling program owner to present solution to stakeholders at ESC and OMNIA highlighting:
 - Specific elements of the program and service availability
 - Key differentiators
 - Industry trends
 - Partnership highlights and how to position Sterling's solutions to members
- Set up bi-weekly cadence calls to discuss pipeline and member penetration and engagement.
- Discuss details around participation with OMNIA partners at national and regional events
- Creation of co-branded regional member roundtable events
- Invitations to regional members
- Thought leadership presentations
- Roundtable Discussions
- Product roadmap presentations from Sterling
- Networking opportunities

B. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to market the Master Agreement to current Participating Public Agencies, existing Public Agency customers of Supplier, as well as to prospective Public Agencies nationwide immediately upon award, to include, but not limited to:

- i. Creation and distribution of a co-branded press release to trade publications
- ii. Announcement, contract details and contact information published on the Supplier's website within first 90 days.
- iii. Design, publication and distribution of co-branded marketing materials within



first 90 days

- iv. Commitment to attendance and participation with OMNIA Partners at national (i.e. NIGP Annual Forum, NPI Conference, etc.), regional (i.e. Regional NIGP Chapter Meetings, Regional Cooperative Summits, etc.) and supplier-specific trade shows, conferences and meetings throughout the term of the Master Agreement.
- v. Commitment to attend, exhibit and participate at the NIGP Annual Forum in an area reserved by OMNIA Partners for partner suppliers. Booth space will be purchased and staffed by Supplier. In addition, Supplier commits to provide reasonable assistance to the overall promotion and marketing efforts for the NIGP Annual Forum, as directed by OMNIA Partners.
- vi. Design and publication of national and regional advertising in trade publications throughout the term of the Master Agreement
- vii. Ongoing marketing and promotion of the Master Agreement throughout its term (case studies, collateral pieces, presentations, promotions, etc.)
- viii. Dedicated OMNIA Partners internet web-based homepage on Supplier's website with:
 - OMNIA Partners standard logo;
 - Copy of original Request for Proposal;
 - Copy of contract and amendments between Principal Procurement Agency and Supplier;
 - Summary of Products and pricing;
 - Marketing Materials
 - Electronic link to OMNIA Partners' website including the online registration page;
 - A dedicated toll-free number and email address for OMNIA Partners
 - A dedicated toll-free number and email address for OMNIA Partners

90 DAY PLAN

As the existing partner to OMNIA Private Sector today, we feel that we are uniquely positioned to leverage our nine years of history and momentum to springboard into a successful deployment with ESC and early adoption of the Master Agreement for Public Agencies. Additionally, through our Government and Education vertical, we have developed the intellectual capital, systems and programs to specifically address the needs of the Public Agency sector.



First 30 days:

- Kickoff call with all appropriate parties (program managers at Sterling, OMNIA and ESC)
 - Go-To-Market strategy and establish weekly cadence for first 90 days of program.
 - Kickoff call to include Sterling presentation from dedicated Government & Education Team including:
 - > Alla Schay, General Manager, Industry Government & Education (IGE)
 - > Gurdon Blackwell, VP of Sales IGE
 - > Cecilia Green, Regional Director of Sales IGE (Located in Dallas, Texas)
 - > Nicholas Herstich, Head of Product, IGE
 - > Amanda Schafer, Head of Client Success, IGE
 - > Michael Kirsch, Head of Marketing, IGE
 - > Harris Bornstein, Senior Director of Strategic Alliances
- Creation of training program for internal Sterling training, as well as external training of OMNIA Public Sales Team.
- Sterling to report on:
 - Pipeline tracking
 - Client revenue tracking
 - Revenue share processing
- Draft co-branded press release with ESC and OMNIA support
- Introduction between marketing teams (Sterling, OMNIA, ESC if necessary)
- Introductions between sales teams (Sterling, OMNIA)

30-60 Days:

- Design and publish co-branded marketing materials for external use to include program highlights, Sterling differentiators, and key contact information.
- Creation of Internal Documentation for dedicated sales team, specifically geared towards selling into Public space (with OMNIA) to be published on Sterling's intranet:
 - Sales strategy documents
 - Member lists
 - Preferred price lists
 - Marketing materials – white papers, one-pagers, etc.
- Creation and training of dedicated Sterling team of client success executives to support ESC and OMNIA Public Sector members who join Sterling via this contract.
- Publish and distribute co-branded press release
- Create landing page on Sterling website to include marketing materials, contract information, program highlights, and webform for interested parties to participate in the program

60-90 Days:

- Sterling program owner to present solution to stakeholders at ESC and OMNIA highlighting:
 - Specific elements of the program and service availability
 - Key differentiators



- Industry trends
 - Partnership highlights and how to position Sterling's solutions to members
- Set up bi-weekly cadence calls to discuss pipeline and member penetration and engagement.
- Discuss details around participation with OMNIA partners at national and regional events
- Creation of co-branded regional member roundtable events
 - Invitations to regional members
 - Thought leadership presentations
 - Roundtable Discussions
 - Product roadmap presentations from Sterling
 - Networking opportunities

C. Describe how Supplier will transition any existing Public Agency customers' accounts to the Master Agreement available nationally through OMNIA Partners. Include a list of current cooperative contracts (regional and national) Supplier holds and describe how the Master Agreement will be positioned among the other cooperative agreements.

Sterling has a number of public agencies already on contract. For each of these entities, we will evaluate the details of their programs and determine eligibility for the OMNIA Partners program within the first 90 days of our contract. We currently do not have any other cooperative contracts but do work with other GPO's such as OMNIA Private Sector, Coretrust/Healthtrust, and Coupa. While those contracts provide no overlap within the Public sector, Sterling does have a wealth of success and experience with the cooperative strategy in other types of businesses and industries.

D. Acknowledge Supplier agrees to provide its logo(s) to OMNIA Partners and agrees to provide permission for reproduction of such logo in marketing communications and promotions. Acknowledge that use of OMNIA Partners logo will require permission for reproduction, as well.

Acknowledged.

E. Confirm Supplier will be proactive in direct sales of Supplier's goods and services to Public Agencies nationwide and the timely follow up to leads established by OMNIA Partners. All sales materials are to use the OMNIA Partners logo. At a minimum, the Supplier's sales initiatives should communicate:

- i. Master Agreement was competitively solicited and publicly awarded by a Principal Procurement Agency
- ii. Best government pricing
- iii. No cost to participate
- iv. Non-exclusive contract



Confirmed.

F. Confirm Supplier will train its national sales force on the Master Agreement. At a minimum, sales training should include:

- i. Key features of Master Agreement**
- ii. Working knowledge of the solicitation process**
- iii. Awareness of the range of Public Agencies that can utilize the Master Agreement through OMNIA Partners**
- iv. Knowledge of benefits of the use of cooperative contracts**

Confirmed.

G. Provide the name, title, email and phone number for the person(s), who will be responsible for:

i. Executive Support

Alla Schay
General Manager
(212) 812-1039
Alla.Schay@sterlingcheck.com

ii. Marketing

Michael Kirsh
Marketing Leader
Industrials, Government & Education
(212) 812-1009
Michael.Kirsh@sterlingcheck.com

iii. Sales Gurdon

Gurdon Blackwell
SVP, Sales Executive Leader
(212) 812-1017
Gurdon.Blackwell@sterlingcheck.com



iv. Sales Support

Cecilia Green
Enterprise Sales Executive
(214) 387-8552
Cecilia.Green@sterlingcheck.com

v. Financial Reporting

John Conroy
Financial Planning & Analysis Senior Manager
(646) 829-3339
John.Conroy@sterlingcheck.com

vi. Accounts Payable

Rocco DiPaolo
(212) 736-5100 ext. 3772
Director of Collections
Rocco.DiPaolo@sterlingcheck.com

vii. Contracts

Rachel Mazzeo
Vice President & Corporate Counsel
(216) 685-7930
Rachel.Mazzeo@sterlingcheck.com

H. Describe in detail how Supplier's national sales force is structured, including contact information for the highest-level executive in charge of the sales team.

Sterling's focus on industrials, government and education offers a dedicated, nationally distributed salesforce to attack this specific addressable market. All sales executives report up into the SVP with one Enterprise representative overseeing the Region 4 activity.

Gurdon Blackwell
Senior Vice President, Client Success
(212) 812-1017
Gurdon.Blackwell@sterlingts.com

Cecilia Green
Enterprise Sales Executive
(214) 387-8552
Cecilia.Green@sterlingcheck.com



I. Explain in detail how the sales teams will work with the OMNIA Partners team to implement, grow and service the national program.

As indicated in our 90-day plan above, Sterling will create a dedicated team to this partnership head up by Harris Bornstein (Senior Director Strategic Alliances) and Gurdon Blackwell (VP of Sales, Government and Education) and supported by Cecilia Green (Regional Director of Sales IGE). Throughout the first 90 days of the contract, Harris, Gurdon and Cecilia will work closely with OMNIA and ESC to establish both internal and external marketing plans to roll out the program, the details of which are provided in the 90-day plan above. Harris and Gurdon will also establish bi-weekly pipeline calls with the appropriate stakeholders at OMNIA to ensure activity and program adoption as well as to conduct ongoing training when necessary. Our dedicated marketing manager (Michael Kirsch) will also maintain a close relationship with his counterparts at OMNIA to create and keep up-to-date any and all marketing materials, making them publicly available.

J. Explain in detail how Supplier will manage the overall national program throughout the term of the Master Agreement, including ongoing coordination of marketing and sales efforts, timely new Participating Public Agency account set-up, timely contract administration, etc.

See response in Question I above. In addition to the marketing and sales support to be dedicated to this program, the Sterling IGE Team will also assign a program manager to this partnership specifically with regards to setting up new accounts for members. During the execution of the 90-day play, this program manager will participate on calls dedicated to creating a program that will suit the needs of Public agencies and we will create a repeatable process by which OMNIA Public Sector members can readily and easily get set up with a Sterling account to begin ordering background and drug screening as quickly as possible. Our replicated OMNIA Private Sector treatment strategy will allow for a designated Client Success Partner to be tied directly to the public sector account that responsible for the ongoing health and well-being of the business relationship. This client success partner will have client success associates supporting day- to -day activity with strategic support being provided by the designated resource. While our experience tells us that many public entities appreciate a program tailored to their specific needs, we will at least look to establish a foundation for all new clients that each individual member can build off of to customize the specific needs they may have (screening packages, user setup, account hierarchy, ATS integrations, etc.)

K. State the amount of Supplier's Public Agency sales for the previous fiscal year. Provide a list of Supplier's top 10 Public Agency customers, the total purchases for each for the previous fiscal year along with a key contact for each

Public Agency Clients	Total Purchases for 2018	Contact
Texas A&M University System	\$655,540	Rita Bowden
Grand Canyon University	\$333,574	Jody Grubish
University of Miami	\$291,859	Lisi Carreno



City & County of Denver	\$259,311	Cindy Bishop
City of Philadelphia	\$180,972	Ardena Starks
North Dakota University System	\$161,938	Jill Spacek
Boise State University	\$140,276	Kim Marks
City of Atlanta	\$130,670	Kimberly Finley
City of Phoenix	\$90,797	Judy Boros

L. Describe Supplier's information systems capabilities and limitations regarding order management through receipt of payment, including description of multiple platforms that may be used for any of these functions.

Our cloud-based, proprietary technology platform unifies ESC's candidate orders and data into a single, streamlined workflow so that authorized contacts can easily place orders, manage tasks, monitor the status of background checks, and view candidate records. Highly secure and regularly updated to meet evolving compliance standards, it can be used to manage even the most complex screening program seamlessly, including criminal background checks, verifications, I-9, and drug screening.

Key features

- Ability to initiate a background check, then track and review results online
- Automated forms and data collection to streamline the process
- E-Invite technology that allows applicants to electronically provide consent and personal information to initiate the screening process
- Integrated adverse action process that can be managed by ESC or Sterling
- Candidate profiles that can be linked to job positions and screening packages to help ensure consistency, while reducing discrepancies and human error
- Automatic notifications for completed reports and ETAs that are customizable based on security policies and user rights
- Instant SSN Trace results which provide a candidate's address history so you know where the searches will take place and if there are alias/maiden names associated with the candidate's SSN that should be added to the order
- Visual dashboard lets you see the status of your candidates and orders at a glance
- A candidate snapshot where you'll find the latest information about order status, order ID number, order date and more
- Our proprietary SmartData technology delivers an automated Client Matrix Application (adjudication/scoring), reducing the potential for human error and driving significantly faster turnaround times. The best part is that you only need to review the background



checks that don't meet your standards, allowing your team to focus on what they do best.

Additional features

Comprehensive 360-view of your screening program

We leverage a unique, powerful data analytics platform to collect a 360-degree view of your background screening program with new reporting features that are:

- **Fast.** We utilize marketing leading cloud solutions Amazon Web Services and Looker to produce reports based on real-time data streaming.
- **Interactive.** Our visualizations show you a complete story with data. Easy-to-read reports and organized dashboards allow users to drill down, filter, and keep exploring data.
- **Accurate.** Reports have a wide array of configurable data attributes and metrics that are detailed and accurate.
- **Self-Service.** Our self-service ability allows your users to download entire dashboards complete with underlying data for each dashboard element.
- **Customizable data sections.** These track key metrics like turnaround time, hit rates, and cost. Additionally, with reporting dashboards, users can see a high-level view of your screening program and drill down to specific candidates or searches for more information.
- In addition, Sterling's new dashboards now synthesize data into interactive charts and graphs that visualize everything from order volume to turnaround time to review rate by package, by service, by state / county / country, by account, by open order...and more.

Visual toolbar

This will allow your users to easily monitor the status of the screening program using a visual toolbar directly on the platform home page, and quickly see how many candidates (or records) are currently in each of the following six key stages of the screening process:

- **E-Invite not started (24 hours)** – E-invites to the Candidate Hub that have not been started within 24 hours of contacting the candidate.
- **Workflows in progress** – Workflows that have been started, but not completed.
- **Drafted - not yet started** – Includes orders that have been drafted but not submitted for processing.
- **Awaiting missing information** – Includes orders that are missing information from the candidate.
- **Unread order notes** – An expanded area that displays the order notes from Client Services.
- **Managed adverse action - in process** – A list of any records currently in the managed adverse action process. Information includes name, status, disposition, and result.



Initiation of a background screen

ESC will have numerous options to initiate a background check. Either through an ATS integration or directly through our platform, we will give you easy, streamlined options to quickly provide your candidates with the proper instructions to begin the screening process.

The screenshot displays the Sterling platform interface. On the left is a dark blue sidebar with the 'Sterling' logo and a search bar. Below the search bar are menu items: Orders, Candidates, Products, Reports, Organizations, Users, Roles, and Settings, each with a dropdown arrow. At the bottom of the sidebar are 'Utilities' including 'Recently Viewed' and 'Add/Remove Widget'. The main content area is white and divided into three sections. The top section is 'Invite', containing three buttons: 'Manual Order', 'Invite Candidate', and 'Bulk Order'. The middle section is 'My Tasks', showing a grid of task cards for 'Contact Candidate', 'Resend Invite', and 'Report Update' for two candidates, Bessie Smith and John Doe. The bottom section is 'My Orders', featuring a progress bar with stages: Draft (0), In Progress (0), Blocked (1), Review (3), and a table of orders. The table has columns for Order ID, Employee, Created, and Completed. The first two rows are highlighted. To the right of the table is a detailed view for 'Order # 8680052' for Matthew Aguila, showing an 'Adjudication Center' button, a 'Report Summary' with counts for Pending (0), Clear (3), and Consider (1), and a list of search results for SSN Trace, Multi State Instant Criminal, Nationwide Sex Offender, Criminal County Search, and Federal Criminal Check. At the bottom right of the 'My Orders' section is a pagination control showing 'Rows per page: 10' and '1-10 of 100'.

Status/results

The status and results of the background screens are **available anywhere, 24/7**, in our platform.

Candidate Hub

Our candidate hub was developed to capture the mobile-first audience. We understand that, as the background experience is one of your first interactions with a potential new hire, the candidate interface should be intuitive and mobile-responsive. Candidates need to be able to submit their information any time, from anywhere.



Through Sterling's Candidate Hub, **your candidates will have the power to manage and streamline their screening process** while navigating through a clear, modern interface that is simple to understand and easy to use.

They will be able to:

- Save time with detection of their location, login with Google credentials, and auto-fill employment history from LinkedIn.
- Upload documents and electronically sign directly from their phones—or any type of device.
- Easily resume their tasks with just a tap due to the auto-save feature.
- Keep engaged through optional SMS notifications and alerts.

M. Provide the Contract Sales (as defined in Section 10 of the National Intergovernmental Purchasing Alliance Company Administration Agreement) that Supplier will guarantee each year under the Master Agreement for the initial three years of the Master Agreement ("Guaranteed Contract Sales").

\$_____.00 in year one

\$_____.00 in year two

\$_____.00 in year three

To the extent Supplier guarantees minimum Contract Sales, the administration fee shall be calculated based on the greater of the actual Contract Sales and the Guaranteed Contract Sales.

Sterling cannot agree to guaranteed contract sales.

N. Even though it is anticipated many Public Agencies will be able to utilize the Master Agreement without further formal solicitation, there may be circumstances where Public Agencies will issue their own solicitations. The following options are available when responding to a solicitation for Products covered under the Master Agreement.

i. Respond with Master Agreement pricing (Contract Sales reported to OMNIA Partners).

If competitive conditions require pricing lower than the standard Master Agreement not-to-exceed pricing, Supplier may respond with lower pricing through the Master Agreement. If Supplier is awarded the contract, the sales are reported as Contract Sales to OMNIA Partners under the Master Agreement.

iii. Respond with pricing higher than Master Agreement only in the unlikely event that the Public Agency refuses to utilize Master Agreement (Contract Sales are not reported to OMNIA Partners).



iv. If alternative or multiple proposals are permitted, respond with pricing higher than Master Agreement, and include Master Agreement as the alternate or additional proposal.

Detail Supplier's strategies under these options when responding to a solicitation.

Understood

End of Sterling's Response to Appendix E, Exhibit A, Section 3.0



- ii. The successful Offeror will be required to sign Appendix E, Exhibit B, OMNIA Partners Administration Agreement prior to Contract award. Offerors should have any reviews required to sign the document prior to submitting a response. Offeror's response should include any proposed exceptions to OMNIA Partners Administration Agreement on Appendix B, Terms and Conditions Acceptance Form.

Understood.

Please see the executed Appendix E, Exhibit B included in Tab 3.

- iii. Include completed Appendix E, Exhibits F. Federal Funds Certifications and G. New Jersey Business Compliance.

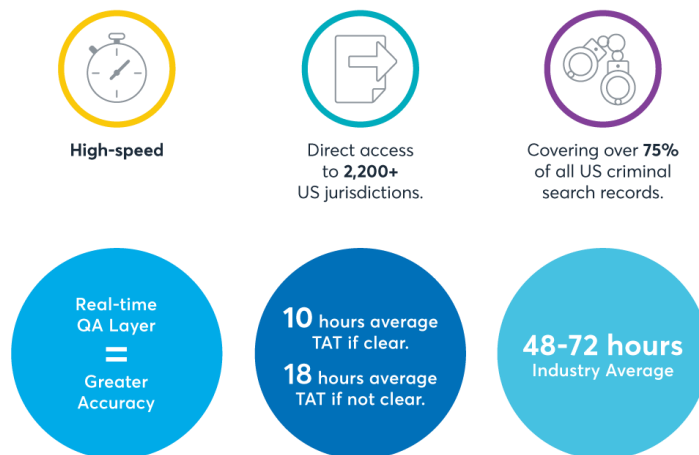
Please see the executed Appendix E, Exhibit F included in Tab 3.

- iv. Provide a complete description of technology and security. Include integration, infrastructure, data and reporting.

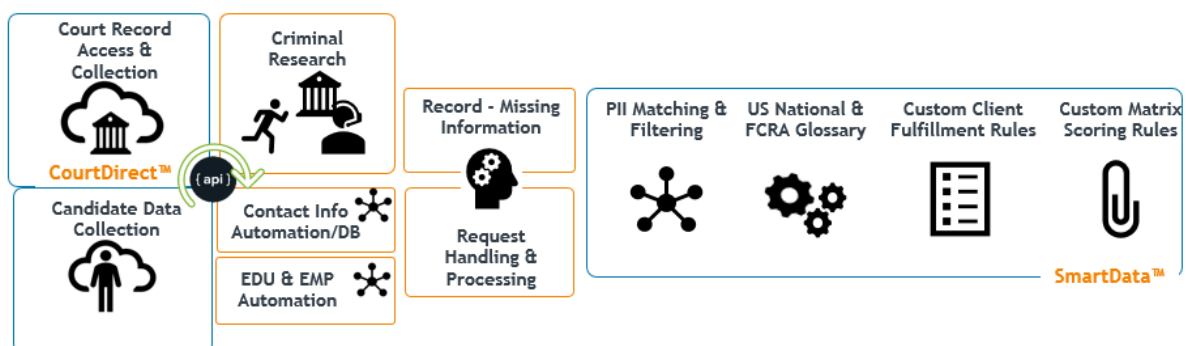
Technology

Sterling leads the industry in technological advancements and process automation. Sterling was among the first employment screening companies to implement an online delivery and reporting system, and we continue to lead the way in terms of turnaround time, completion rates, service, data security, and innovation.

- **SmartData – our proprietary AI technology** – automates Sterling's criminal record screening fulfillment processes, eliminating manual processes so that background checks can be completed quickly and efficiently. Our AI technology matches relevant court records to the candidate, normalizing that court information, standardizes dispositions associated with the criminal charge, and applies FCRA and state compliance rules. Our technology engine supplements additional information through new sources or references our statutes database, where we have housed information around charge rules for every state. By eliminating the manual process over the past year, it has resulted in our criminal results being delivered 40% faster YoY. We have significantly reduced time to hire as 66%+ of Sterling's criminal searches close within an hour.
 - **CourtDirect System.** With direct integrations with jurisdictions and our groundbreaking AI, we deliver turnaround times **50% faster than the rest of the industry.**



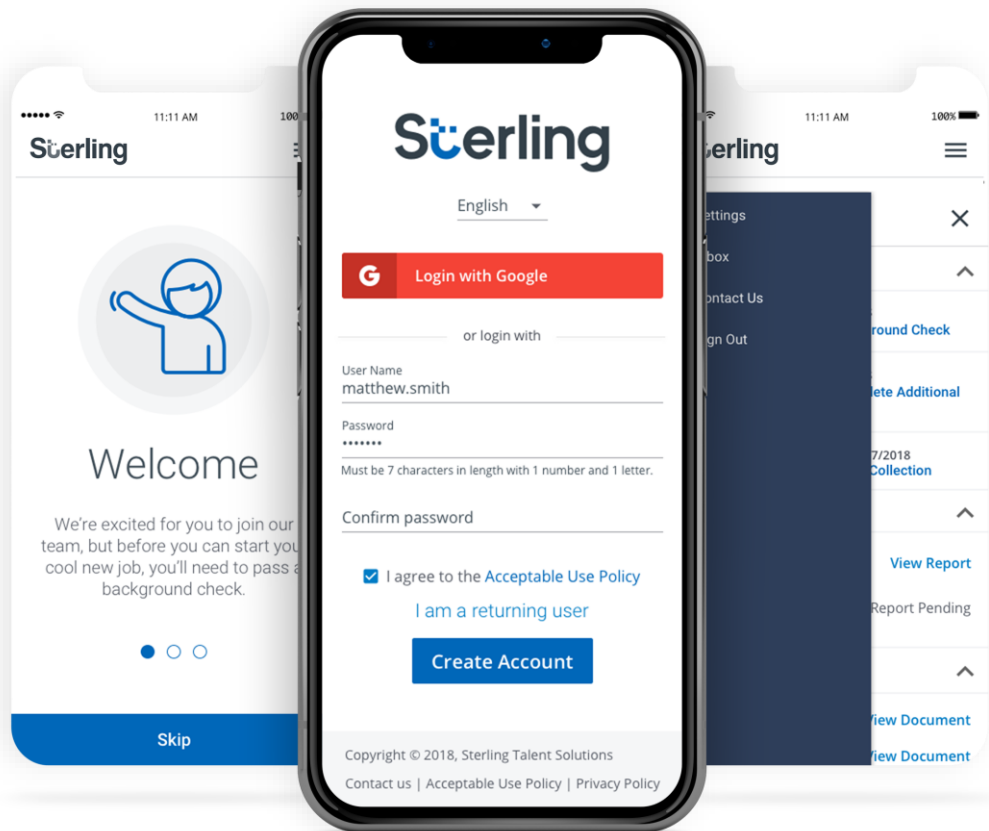
- **Fulfillment Optimization.** Sterling's proprietary SmartData technology delivers an automated Client Matrix Application (adjudication / scoring), reducing the potential for human error and driving significantly faster turnaround times. The best part is: you only need to re-review background checks that don't meet your standards, so your team can focus on what they do best.



- **Candidate Hub** – Our candidate entry portal provides cutting-edge technology for online consent and information collection that can be tailored specifically for ESC, resulting in a streamlined process, enhanced candidate experience, and reduced turnaround times for background checks.
- A SaaS-based, single platform through which ESC can manage your entire hiring process.
 - Candidates and new hires benefit from a paper-free hiring experience with fewer repetitious forms and tasks. ESC's users benefit from fewer touch points, less faxing and paperwork, an overall reduction in time to hire, and an improved, branded hiring experience.
 - 24/7 access to unlimited users, requiring little to no training for users to reach full productivity.



- Ability to use our system from most mobile devices, including smartphones and tablets.



- Easily exported, on-demand/self-serve reporting from your dashboard. These reports include:
 - Account Activity Summaries
 - Turnaround Time Metrics
 - Criminal Hit Rate Percentages
 - Billing Reports and more

Security

Sterling products and services are SaaS-based and delivered via a hosted user interface. All services are web-based and are accessible with internet access, a browser, and a secure username and password log-in.

To emphasize security, we require a two-factor authentication for remote network access. We have standard business office levels of security, including key card access, cameras on exterior doors, alarm systems, and badges are color coded based on FTE and contractor type.

Additionally, all data centers and co-location facilities are reviewed annually for adherence to required policies and applicable certifications.



Integration

Sterling integrates with numerous Applicant Tracking Systems (ATS) and/or HRIS platforms.

To streamline the recruitment- to-hire process, we partner with leading ATS providers to deliver a pre-integrated, turn-key, and completely paperless solution. By eliminating duplicate data entry and paper processes, and by lowering the risk errors associated with manual data entry, you'll benefit from:

- A more compliant, end-to-end recruiting and hiring process
- Faster turn-around times
- Decreased time to hire
- Increased probability of hiring the most qualified candidates
- Increased efficiency and lower cost

All Sterling products and available services can be accessed with integration. In addition, Sterling has developed strategic relationships with best-in-class partners that have allowed us to extend our platform beyond traditional employment background screening. We're dedicated to identifying strategic partners with solutions that bring additional value to our customers. Leveraging these solutions, we can deliver fully- integrated, turn-key solutions that are easy to implement, and which improve ESC's experience and performance

Infrastructure

The Sterling application is provided as a web application over HTTPS. The application is hosted behind a load balancer and consists of multiple application servers and databases on a Microsoft-based technology stack, including IIS and SQL Server. Network security is provided by Cisco firewalls and Cisco Intrusion Protection Services.

Data and reporting

We leverage a unique, powerful data analytics platform to collect a 360-degree view of your background screening program with new reporting features that are:

- **Fast.** We utilize marketing leading cloud solutions Amazon Web Services and Looker to produce reports based on real-time data streaming.
- **Interactive.** Our visualizations show you a complete story with data. Easy-to-read reports and organized dashboards allow users to drill down, filter, and keep exploring data.
- **Accurate.** Reports have a wide array of configurable data attributes and metrics that are detailed and accurate.
- **Self-Service.** Our self-service ability allows your users to download entire dashboards complete with underlying data for each dashboard element.
- **Customizable data sections.** These track key metrics like turnaround time, hit rates, and cost. Additionally, with reporting dashboards, users can see a high-level view of your screening program and drill down to specific candidates or searches for more information.

Sterling offers the following standard reports:



- **Program overview**

This dashboard provides a high-level summary of your overall background screening program. This dashboard gives you early visibility into spend per month, average review rates, average turnaround times, and average monthly volume metrics.

- **Service detail**

A deep dive into individual product performance providing insight into the value, impact and performance of each product that's part of the background screening program.

- **Geographic & demographic detail**

A summary of critical geographic and demographic fulfillment details for core criminal products (e.g., Criminal County, Criminal State, Enhanced Nationwide and Locator Select). Details about the applicants that have been screened such as the difference in average turnaround times for different age groups, and detail about the county and state criminal searches completed.

- **Package detail**

Tracks program metrics such as order volume, charges, turnaround times, and review rates by individual package.

- **Bill code detail**

Tracks program metrics such as order volume, charges, turnaround times, and review rates by individual bill code.

- **Account detail**

Tracks program metrics such as order volume, charges, turnaround times, and review rates by individual account.

- **Job title detail**

Tracks program metrics such as order volume, charges, turnaround times, and review rates by individual job title.

- **International detail**

Provides an in-depth understanding of order and product level details and metrics at an international level for criminal, public records and verification searches.

- **Periodic comparison**

Allows you to quickly look at program and detailed metrics from two customizable time periods for comparison.

- **Open orders**

Tracks the status of orders within the program that are still open or in progress. Helps understand what products or jurisdictions are causing delays.

- **Turnaround time breakdown**

Detailed arrangement of turnaround times within an order by the different stages of the order. Please refer to the attached Program Reports and Analytics document for additional details.



- List technology or software requirements needed to use your system (i.e., browser versions, etc).

All Sterling services are web-based and accessible with internet access, a browser, and secure log-in credentials. There are no additional hardware or software requirements.

We also provide the technology and flexibility to access and submit onboarding reports via Samsung Galaxy Tablets, Apple iPads, and smartphone mobile devices.

Desktop Browser Requirements

- Microsoft® Internet Explorer® versions 9, 10, & 11
- Mozilla® Firefox® current, supported versions
- Google Chrome™, current, supported versions
- Apple® Safari® versions 6.x, 7.x and 8.x.

Recommendations and Requirements for all Browsers

- Enable JavaScript, cookies, and TLS
- Use a minimum screen resolution of 1024 x 768 for best possible user experience

Mobile Requirements

- Safari - latest iOS version on both iPhone and iPad
- Chrome - latest Android version on both smartphones and tablets

- How are services ordered? Provide a description of your ordering process. Include any demo codes, if these are available.

Order process

All orders for background screening services originate with ESC's personnel. After collecting the appropriate consent forms, users place their order through platform following four simple steps:

- Order Options
- Candidate Information
- Address History
- Confirmation

Sterling offers three different methods when collecting consent forms —a standard E-invite, ATS/HRIS integration, or manual collection. When using E-invite, the candidate completes and electronically signs their consent form online. E-signatures are legally binding in all 50 states. Additional information can also be collected from the candidate at this time, such as previous employment or education history, eliminating data entry during the background ordering process. Upon completion of E-invite, Sterling's system automatically stores the e-signed consent form and additional information into the candidate's online record. At this point, ESC's users can simply log into the platform and initiate the order.



Since the candidate's information is captured electronically by using E-invite, the information is already pre-populated into the system. The user simply selects the candidate's record and initiates the order. This eliminates the need for users to perform data entry or attempt to decipher poor penmanship. By using E-invite consent forms, the entire process can be paperless. If the consent forms are manually collected, ESC's users enter the information from the candidates' completed consent forms into the platform and submit the order.

Benefits to ESC

- Allows users to place orders twenty-four hours a day, seven days a week anywhere internet access is available
- Creates an auditable trail of when an order is submitted
- When using the E-invite, copies of completed and signed E-invite consent forms reside in the system and can be accessed or printed whenever necessary
- Orders are ready to be processed right away upon receipt by Sterling
- Information is readable, uniform, and clear, allowing for greater accuracy
- When combined with E-invite, the process can be paperless

Demonstration

We would be happy to schedule a demonstration for ESC.

- **Is your on-line site available 24/7, 365days?**

Yes.

- **Describe your security policies.**

Sterling products and services are SaaS-based and delivered via a hosted user interface. All services are web-based and are accessible with internet access, a browser, and a secure username and password log-in.

To emphasize security, we require a two-factor authentication for remote network access. We have standard business office levels of security, including key card access, cameras on exterior doors, alarm systems, and badges are color coded based on FTE and contractor type.

Additionally, all data centers and co-location facilities are reviewed annually for adherence to required policies and applicable certifications.

- **What is the password policy (specific password requirements, frequency of password changes, procedure for lost user ID and password)?**

To access the Sterling system, a unique username and password are required. Accounts may not be shared, and passwords must be changed every 90 days, with password re-use prevented for 12 previous passwords. Passwords must meet the following requirements:

- Minimum length of 8 characters



- At least one upper-case letter
- At least one lower-case letter
- At least one numeric character
- At least one punctuation mark

Users are locked out of the system after five unsuccessful attempts.

Sterling's platform supports password expiration, lockout for failed passwords, session timeouts, and complexity controls.

- **Expiration:** Passwords can be set to expire in intervals of 1, 2, 3, 6, or 12 months. You also have the option to set passwords to never expire.
- **Lockout:** The platform will lock out users for one hour after three failed login attempts to their account. Admins can also unlock the user manually.
- **Session Timeouts:** The system times out after 30 minutes and requires users to log back in. This time can also be set to 5, 10, or 20 minutes.
- **Complexity:** Passwords must be at least 8 characters and contain one number and one special character.

Sterling assigns User IDs and passwords to client-authorized account representatives only. Additionally, Sterling has designed and implemented a client-configurable user, password, login, and session management system. Should an employee with access to Sterling's web portal leave your company, your HR staff can change the password required to access Sterling's web portal on the website or by contacting the Client Services department.

User rights are established during the implementation process, including customizable capabilities to delineate each user's precise information access. For example, super users can be designated to see all results, while others might have more limited access related to their specific departmental or other needs. The client can restrict user-access to specific data details, such as positive urinalysis, adverse criminal records, or invalid Social Security numbers.

- **What are the policies regarding the proper maintenance and disposal of personally identifiable information?**

Any documents we collect during the screening process are attached to the candidate record in the Sterling platform. ESC can view the background report and supporting documents all in one place for easy reference.

We retain personal information long enough to fulfill the purpose for which it was originally collected, to fulfill our legal obligations, and to allow individuals to exercise their rights under the law. We securely destroy or anonymize personal information that we are no longer required to retain.



- Explain your retention and disposal policy. Describe your data recovery/backup system.

Retention and disposal policy

We retain personal information long enough to fulfill the purpose for which it was originally collected, to fulfill our legal obligations, and to allow individuals to exercise their rights under the law. We securely destroy or anonymize personal information that we are no longer required to retain.

Data backup and recovery

Please refer to Sterling's attached Business Continuity Plan.

- Who maintains the application? Where is your application hosted?

Sterling maintains the application. Our servers are located within a securely managed infrastructure and undergo multiple reviews by independent auditors. Data Centers are located in AWS US East, Baltimore MD, and Sterling VA.

Sterling backs up data from primary data center to alternate data center using real-time disk replication.

- How do you isolate the information from one client to the other?

We have advanced security measures in place to secure and protect your personal information, such as internal and external firewalls, monitoring and alert systems to prevent and detect intrusion attempts, and 256-bit encryption of data both in transit and at rest. Our servers are located within a securely managed infrastructure and undergo multiple reviews by independent auditors. Our employees access data through secure virtual desktop interfaces, and our online interfaces are encrypted, password protected and monitored.

We employ equally rigorous physical security policies to prevent physical access to our premises. Our servers and offices, including personal information in hard copy form, are kept in access-controlled and monitored environments.

All of our employees have been carefully screened and undergone thorough security and privacy training. We restrict access to personal information to individuals who need it to perform their work functions. Our operations, customer service, account management, finance, quality, vendor management and compliance teams may have regular access to personal information, and employees in other departments may access it occasionally as required to provide services, communicate with you and fulfill our legal obligations.

We also enter into contractual agreements with service providers with which we may need to share your personal information, which require them to protect your personal information to the same level as we do and allow us to audit their compliance with those obligations.



- **How is access controlled?**

Our system supports role-based access control (RBAC). Administrators can create and modify user roles with specific permission sets and then assign users to those roles.

The application has various access and permission possibilities. A user can be a superuser or a regular user. Superusers can be designated to see all results, while other users might have more limited access related to their specific departmental or other needs.

Users or groups can be assigned access to individual screens and individual field visibility, depending on need. ESC can restrict user access to specific data details, such as positive urinalysis, adverse criminal records, or invalid Social Security numbers.

- **Are all the activities of your employees logged and traceable?**

Yes.

All activities that result in the change of data are logged, including login attempts; these transactions are also replicated to our SIEM tool, AlienVault. The changes can be traced to a specific login identifier.

- **What notifications do you provide throughout the background screen process? Do you provide notification if a search result is delayed and if so provide details? Describe process of individual to questions the accuracy of the report, including the response time to the individual.**

Notifications

Our notifications are very customizable. The system can notify the recruiter and/or candidate at multiple points during the background process, such as when electronic consent forms are completed, when the candidate is missing information, when the candidate has provided invalid information, and when there are alerts on results. Sterling's platform can also be configured to send reminder notifications regarding missing information. The timing of the reminders can also be tailored to your needs.

Additionally, in Sterling's Candidate Hub, your candidates can opt in to SMS notifications that keep them engaged in the background process. Supported SMS notifications include:

- Portal invite
- Portal invite reminder
- Background check completed
- Reminder for required documents

Delays

The moment our researchers become aware of a potential delay that may affect turnaround time, ESC is notified regarding the nature of the delay, the reasons for the delay, and an updated completion date.



Electronic notifications containing this detailed information are sent out to ESC's designated contact(s). Sterling posts notifications of search delays on ESC's custom dashboard in the Sterling system. We also notify clients of any regional delays due to lay-offs, weather, summer closures, etc. via an email and postings on our dashboard when users first log in.

Dispute

If a candidate wishes to dispute the accuracy of any information found on their background report, Sterling provides a fully FCRA compliant dispute resolution process. Sterling has a dedicated Dispute Resolution team specially trained to receive, investigate, and resolve applicant disputes.

When an applicant contacts us to contest reported information, your organization is notified to keep you informed of the dispute resolution process. Our Dispute Resolution team then works with the candidate and investigates the disputed information. Our team will validate any supporting documents provided by the applicant with the issuing authority. Applicants can also request an explanation of Sterling investigative procedures.

Both ESC and the candidate are notified with the outcome of the dispute. Disputes are resolved within 30 days of being received by our Dispute Resolution team. As allowed under the FCRA, a 15-day extension can be applied if the applicant provides additional information relating to the dispute. However, our average turnaround time for disputes is just five calendar days, so your team can resume the hiring process as quickly as possible.

- **How do you protect the confidentiality of the information?**

We have advanced security measures in place to secure and protect your personal information, such as internal and external firewalls, monitoring and alert systems to prevent and detect intrusion attempts, and 256-bit encryption of data both in transit and at rest. Our servers are located within a securely managed infrastructure and undergo multiple reviews by independent auditors. Our employees access data through secure virtual desktop interfaces, and our online interfaces are encrypted, password protected and monitored.

We employ equally rigorous physical security policies to prevent physical access to our premises. Our servers and offices, including personal information in hard copy form, are kept in access-controlled and monitored environments.

All our employees have been carefully screened and undergone thorough security and privacy training. We restrict access to personal information to individuals who need it to perform their work functions. Our operations, customer service, account management, finance, quality, vendor management and compliance teams may have regular access to personal information, and employees in other departments may access it occasionally as required to provide services, communicate with you and fulfill our legal obligations.

We also enter into contractual agreements with service providers with which we may need to share your personal information, which require them to protect your personal information to the same level as we do and allow us to audit their compliance with those obligations.



v. Describe how Offeror responds to emergency orders.

Urgent orders can be brought to the attention of your Client Success Partner. High priority issues are marked as such within Sterling's CRM system to ensure the highest attention is given to the issue. Sterling regularly provides updates on pending items that need additional research.

vi. What is Offeror's average on time delivery rate? Describe Offeror's history of meeting timelines.

Average on time delivery rate

Service	Average Turnaround Time
Social Security Number Trace	Instant
Enhanced Nationwide Criminal Database Search	3.36 hours before validation
Locator Select Search	2.4 hours before validation
County Criminal Records (7-Year Search)	12 hours
Federal Criminal Records	1.44 hours
DOJ 50-State Sex Offender Search	1.44 hours
Employment Verification (US)	2.01 days
Education Verification (US)	2.10 days
Professional License Verification (US)	1.07 days
Motor Vehicle Records	13.92 hours
Consumer Credit Report	8.64 hours
OFAC (Terrorist Watch List) Search	0.48 hours
Drug Testing	1-2 days for negative results; 3-5 days for non-negative results

History

The following information is a sample of overall client turnaround times/percentages tracked through our platform.

- Raw numbers are based on seasonality. Some numbers will vary (e.g., if schools are closed for summer/winter break etc., then the turnaround time for education search closures will be impacted significantly during that period).



- Also, the numbers are subject to demographic and other influences; the numbers below are at our levels across the US.

Product		Day 1 %	Day 2 %	Day 3 %	Day 4 %
County Criminal (Felony/Misdemeanor)	Overall	83.07%	92.84%	96.33%	98.01%
National Criminal Database	Overall	96.38%	98.41%	99.04%	99.33%
Federal	Overall	99.33%	99.82%	99.96%	99.98%
Statewide	Overall	85.71%	93.89%	95.86%	97.00%
Education	Overall	52.98%	70.21%	81.01%	86.91%
Employment	Overall	42.28%	63.49%	77.62%	86.12%
MVR	Overall	87.24%	97.08%	98.90%	99.54%

vii. Describe Offeror's ability to meet service and warranty needs.

Sterling has established Service Level Agreements that keep us accountable to provide our services within a certain time frame. ETAs are provided with each order, and are based on our turnaround times for the last 90 days. We run reports on the turnaround times in each county, and any outliers that appear in these reports are analyzed to determine the source of any lengthy or abnormal turnaround times that are identified. Please refer to the attached Sample Service Level Agreement.

viii. Describe your quality control procedures you follow to ensure accuracy in reporting results.

Sterling follows a disciplined and scientific approach to operations management to drive quality control and enhanced customer experience. Our quality program allows us to deliver a 99% accuracy rate for millions of orders annually.

Key elements of our quality program are as below:

People: Dedicated and independent team of quality coaches who are process subject matter experts

Methodology: A scientific methodology for quality monitoring based on statistically valid stratified sample that includes remote and side-by-side monitoring

Framework: A quality measurement methodology that captures regulatory compliance, conformance to policy and procedural standards, and customer experience categorized into critical and non-critical Errors. This framework ensures real-time feedback from quality control and supervisors to identify key focus areas across both compliance and customer impact.



Focus areas are incorporated into communication and feedback of the results at the associate level.

The quality control framework for each of our processes is customized to specific control needs and regulatory compliance. Every key product is audited by quality assurance (QA) professionals. Each staff member is audited at a statistically significant level, which allows us to produce a quality metric at an individual agent level. This is an essential factor in driving the individuals' performance ratings and pay for performance schedules.

- **Describe your methodology to ensure turnaround time reports**
 - a. **Are you able to generate turnaround time reports for each order placed and for each search conducted?**

Yes.

Please refer to the attached Program Reports and Analytics document for additional details.

- b. **Do you notify customer if there is a delay?**

Yes.

The moment our researchers become aware of a potential delay that may affect turnaround time, ESC is notified regarding the nature of the delay, the reasons for the delay, and an updated completion date.

Electronic notifications containing this detailed information are sent out to ESC's designated contact(s). Sterling posts notifications of search delays on ESC's custom dashboard in the Sterling system. We also notify clients of any regional delays due to lay-offs, weather, summer closures, etc. via an email and postings on our dashboard when users first log in.

- ix. **Describe customer service and ongoing success.**

- **Please describe how your organization will respond to instances. What is your customer service/problem resolution process? Include hours of operation, protocol, number of services, etc.**

Sterling has an internal case management system used companywide through Salesforce, which monitors and records each contact or conversation with our clients and with applicants. Any client or candidate complaints reported to your Client Success Partner or Client Success Team are handled with the utmost urgency to ensure resolution. All complaints are logged, time stamped, and tracked internally through our CRM system to ensure the correct department is held accountable and that the complaint is resolved. Once a complaint is submitted, the issue is evaluated from a correction, coaching, and preventive action mechanism to ensure these are managed and minimized.

Customer service hours are Monday through Friday, 8:00 a.m. to 8 p.m. EST, excluding holidays. Our response time is to reply within two hours during normal business hours. All



phones calls/emails/faxes received after hours will be promptly responded to the next business morning.

- x. Explain your firm's conflict resolution philosophy. What is your approach to resolving conflicts? How do you handle client escalations? How do you respond to customer complaints and services issues? Do you offer business reviews?

Philosophy

We strive to provide ESC with exceptional service and are dedicated to responding to client concerns in a respectful, timely, and client-driven manner. Your Client Success Partner associates liaise with all necessary internal departments, so your needs are met and service related issues are efficiently resolved.

Conflicts/escalations/complaints and service issues

To ensure ESC's concerns are addressed effectively and quickly, we have outlined the following escalation steps.

1. ESC contacts your Client Success Associate. Your Client Success Associate works directly with you to identify the cause of the concern and develop a resolution. Generally, the vast majority of daily operations queries can be easily responded to at this stage and addressed with a brief email or phone call.
2. Escalation to team lead or manager. If your concern has not been resolved after working with the Client Success Associate, it is then escalated to the team lead or manager of client services. Sterling team leads and managers are senior employees within the Client Success department. They have experience working with some of our largest and most complex accounts, making them knowledgeable and well-equipped to provide viable solutions.
3. Escalation to Client Success Partner. We understand that some concerns require greater authority to be satisfactorily addressed and resolved. If the concern has not yet been satisfactorily resolved, it is escalated to your Client Success Partner. All our Client Success Partners have extensive corporate HR experience and are well equipped to help provide meaningful, long-term resolutions to clients.
4. Monitor account. After implementing the resolution, your Client Success Associate continues to monitor your account to ensure that it is operating smoothly.

We ensure that in addition to the designated Client Success Associate and Client Success Partner, all levels of management are available to provide client service if further escalation is required.

Business reviews

ESC's dedicated Client Success Partner will proactively help you manage your relationship with Sterling. They will provide monthly, quarterly, and/ or annual business reviews. Reviews include:

- Past performance, including volume and turnaround times
- Benchmarking against similar clients



- Program initiatives
- Configurations
- New Sterling updates and enhancements
- Best practice recommendations

This high-level review allows ESC and Sterling to develop a partnership founded upon proactive continuous improvement and innovation. Sterling can customize the frequency of these meetings and metrics to meet ESC's preferences.

xi. Describe Offeror's invoicing process.

Sterling has worked with clients with decentralized organizational structures to streamline the process through our flexible system, which can be tailored to ESC's specific structure.

Sterling's system has been designed with the needs of our clients in mind and provides a variety of options to customize the setup of your account. There are no limits on the number of users or subaccounts that can be created based on company, department, or geography, and no extra fees for setup. For example, separate subaccounts can be created for each ESC department and/or geography, and the individual users at each location can have unique permissions and access rights and can be tracked through the system's reporting tools.

Alternatively, Sterling can set up one main ESC account, with separate bill codes for each location, which your users can select from a dropdown list to ensure all orders are billed correctly. Sterling can work with you during implementation to develop an account structure that is most convenient for your needs.

Sterling's standard invoice options include:

- Monthly statement summarizing all activity by applicant
- Standard invoice, which groups the information listed above by individual applicant
- Invoice sorted by your company's internal cost center number
- Invoice sorted by service
- Credit card billing – Sterling can accept credit cards including Visa, MasterCard, and American Express

Invoicing can be:

- centralized (all users consolidated into one invoice)
- decentralized (each user receiving their own invoice)
- regional (groups of users receiving one invoice)

Invoices can also be emailed to any number of individuals specified by ESC. These invoices can be exported electronically in PDF or Excel format.



xii. Describe Offeror's contract implementation/customer transition plan.

- Describe your firm's account set-up and implementation procedure and timelines.

Implementation process

The strategy during an implementation is very important to understand expectations between ESC and Sterling. We act upon these through design, configuration, testing, and delivery. It will allow the delivery to be systemic in nature and will be monitored by Sterling's Professional Services Group.

Another important factor is communication. This, along with milestone achievement, will be facilitated via webinar trainings, conference calls, and, as needed, contact with ESC. These interactions will include Sterling's PSG team, Client Success Team, and Subject Matter Experts.

We set up calls to outline the details and responsibilities of all parties, after which a Scoping Requirement Documentation (SRD) and/or Integration Requirement Documentation (IRD) is created and signed off by both parties. The creation of the SRD & IRD also allows for timelines to be established and milestones identified. This alleviates many issues that may arise and addresses questions up front.

Prior to implementation, Sterling also offers a proactive pre-implementation meeting called "Blue Printing". The Sterling team comes together to pre-scope ESC requirements, inform ESC of specific requirements you should be prepared to provide, and identifies any non-standard processes. By utilizing our blue printing process this allows for a more efficient implementation process.

Timeline

The overall implementation plan includes a written timeline agreed to by both ESC and Sterling that covers the entire implementation process. This process typically has a six-to-eight week timeline.

- Can a participating agency customize a screening program?

Yes.

Customizable platform

Your administrative users will have full access rights to create and manage many customizable aspects of the user interface. There is also significant flexibility within each option to ensure Sterling's systems meet your needs, including offline means for submitting orders and receiving results. They will have access to various settings to help enforce organizational screening policies such as the requirement of a bill code at time of order, à la carte ordering and compliance aspects.

Below is a list of items that are most commonly utilized by administrative users:

- Addition of custom fields
- Creation and management of custom drop-down menus and/or free text fields for items like bill codes, job positions, locations, etc.



- Creation and management of users and their rights
- Grouping users together to view one another's orders/candidates
- Creation and management of security policies for users
- Configuration of candidate workflow
- Creating and managing custom electronic forms:
 - Required fields can be configured to ESC's specifications.
 - ESC can determine what services will be included in its customized profiles as well as its "a la carte" list of individual services.
 - The contents of any package may include optional services as well as those that are mandatory.
 - ESC can change the names of fields to match its company's terminology.
- Addition and subtraction of documents in the document library

Candidate Hub

ESC will have the ability to customize and brand the candidate portal to better align with your requirements for collecting information from applicants. ESC can customize items within the portal such as the verbiage on the candidates' welcome page, company contact information displayed within the portal, and additional fields/questions the candidate completes in the workflow (beyond those required in order for Sterling to conduct the requested searches and/or verifications).

Several options are:

- Create and managing custom email templates
- Create and manage email distribution lists (e.g. managing recipients of notifications)
- Enable certain fields to be required data points

xiii. Describe your process for training employees.

Training

Training guides, webinars, and video clips are made available to you during the implementation phase, to help with change management. Your project manager will put together detailed implementation documents (consisting of a statement of work, project schedule, key account stakeholder responsibilities etc.) during the implementation process.

To help with change management, training guides, webinars, and video clips are made available to new clients during the implementation phase. Your project manager will also create detailed implementation documents (consisting of a statement of work, project schedule, key account stakeholder responsibilities, etc.) during the implementation process.

Ongoing training

Both new and existing users may benefit from ongoing training post-implementation. Ongoing training is typically provided through the following methods:



- User guides available from the platform
- Detailed release notes
- ESC-specific training
- Refresher training for existing users
- Regularly scheduled training sessions for new users
- On-demand recorded training sessions
- Virtual instructor-led training classes
- Interactive tutorials
- Product videos
- Live product demonstrations that may include new product release training, such as the roll-out of a new integration

As products change, our internal training teams update the resources that are available to ESC. In addition, your dedicated Client Success Team will share blogs, white papers, relevant news articles, and compliance pieces.

Sterling also periodically hosts HR-specific educational seminars with its legal and professional partners. The seminars act as information sessions that keep you abreast of legal changes and their effects on the administration of your background screening program. Seminar participants are eligible for HRCI credits towards maintaining PHR/SPHR designations.



xiv. Describe the financial condition of Offeror.

It is Sterling's belief that it is in a solid financial position. Sterling has supportive equity sponsors and a credit facility that is rated B2/B stable from Moody's and S&P, respectively. Sterling's management and equity partners believe in maintaining low debt to EBITDA leverage, which is why its credit rating is better than some of its competitors. Sterling's growth has been in the double digits year over year and was a driving reason for the majority investment by Goldman Sachs in 2015. Sterling is encouraged and optimistic about its financial position for many years to come.

xv. Provide a website link in order to review website ease of use, availability, and capabilities related to ordering, returns and reporting. Describe the website's capabilities and functionality.

Demonstration

We would be happy to provide ESC with a live demonstration of our proprietary technology platform.



Website capabilities

Our cloud-based, proprietary technology platform unifies ESC's candidate orders and data into a single, unified workflow so that authorized contacts can easily place orders, manage tasks, monitor the status of background checks, and view candidate records. Highly secure and regularly updated to meet evolving compliance standards, it can be used to manage even the most complex screening program seamlessly, including criminal background checks, verifications, I-9, and drug screening.

Website functionality

Sterling's solution is vendor-hosted and is based on Microsoft application technology, including IIS, ASP, SQL Server, and Active Directory.

xvi. Describe the Offeror's safety record.

Although we don't work in or produce with physical attributes, safety and the assistance in providing the safest school campus and work environment is at the core of everything we do. The way we would measure safety is by the accuracy of our results which is currently 99.9% and our current average of applicant claims validated through a dispute investigation leading to the amendment of incorrect or incomplete information is 0.009% of the volume of criminal searches processed by Sterling

xvii. Provide any additional information relevant to this section.

- Describe your measures to ensure legal compliance pertaining to employment screening (i.e. FCRA, EEOC, etc.)

Sterling makes sure the right questions are asked to support a compliant background screening experience, not just in the United States, but worldwide. We embrace the ever-changing landscape of federal, state, and local hiring regulations, adhering to the Fair Credit Reporting Act (FCRA), Equal Employment Opportunity Commission (EEOC), and other domestic and international regulations governing pre-employment services.

- What notifications do you provide throughout the background screening process? Do you provide notification if a search result is delayed? If so, provide details.

Yes.

Notifications

The status of the request can be viewed at any time through the platform.

Each stage of the background check is provided:

- Initiation of the consent stage
- Completion of consent stage
- Initiation of the background check



- Issues, roadblocks, delays
- Completion of results

Some of the notifications that can be provided are:

- Completion of electronic consent forms
- Missing information from the candidate and/or invalid information.
- Reminder notifications regarding missing information. (If ESC prefers an alternative option, Sterling can contact the candidate directly.)

Delays

The moment our researchers become aware of a potential delay that may affect turnaround time, ESC is notified regarding the nature of the delay, the reasons for the delay, and an updated completion date.

Electronic notifications containing this detailed information are sent out to ESC's designated contact(s). Sterling posts notifications of search delays on ESC's custom dashboard in the Sterling system. We also notify clients of any regional delays due to lay-offs, weather, summer closures, etc. via an email and postings on our dashboard when users first log in.

- **What is your company's process for resolving consumer disputes? Please include descriptions of dispute documentation, document storage and retrieval, timeliness, internal resources, and any other applicable details.**

Dispute

If a candidate wishes to dispute the accuracy of any information found on their background report, Sterling provides a fully FCRA compliant dispute resolution process. Sterling has a dedicated Dispute Resolution team specially trained to receive, investigate, and resolve applicant disputes.

When an applicant contacts us to contest reported information, your organization is notified to keep you informed of the dispute resolution process. Our Dispute Resolution team then works with the candidate and investigates the disputed information. Our team will validate any supporting documents provided by the applicant with the issuing authority. Applicants can also request an explanation of Sterling investigative procedures.

Both your organization and the candidate are notified with the outcome of the dispute. Disputes are resolved within 30 days of being received by our Dispute Resolution team. As allowed under the FCRA, a 15 day extension can be applied if the applicant provides additional information relating to the dispute. However, our average turnaround time for disputes is just 5 calendar days, so your team can resume the hiring process as quickly as possible.

Retention and disposal policy

We retain personal information long enough to fulfill the purpose for which it was originally collected, to fulfill our legal obligations, and to allow individuals to exercise their rights under the law. We securely destroy or anonymize personal information that we are no longer required to retain.



- Describe your process for conducting onsite inspection for potential clients.

As part of Sterling's responsibilities, in order to grant access to credit reports only to qualified clients, Sterling is obliged to conduct an onsite inspection for any company that requires access to consumer credit files.

Your Sales representative will:

1. Collect required documentation
2. Initiate the Onsite Inspection Process
3. Forward the results and following required documentation to our Credentialing department
 - Sterling Infosystems, Inc. On-Site Inspection Addendum
 - Letter of Intent
4. Credentialing will evaluate the Onsite inspection and send their approval to our Account Creation department to enable credit reports.

- How will your company assist in staying abreast of legal requirements on the federal and state levels? The offeror must certify that criminal records, credit reports, sex offender status, etc. can be obtained for each state.

Confirmed.

Sterling's approach to compliance in supporting ESC is to stay engaged with your business. We provide proactive, as well as agile support. Sterling conducts regular meetings with ESC's Compliance leadership to share information and shape the agenda for proactive compliance initiatives as well as to support your urgent priorities.

In addition, Sterling provides an on-site compliance training for ESC's compliance, legal and government relations teams. The Compliance team at Sterling consists of senior level directors and associates with combined experience of over 60 years. The SVP of Compliance, a VP of Compliance, two director level professionals, and two senior managers lead a team of over 20 associates who conduct compliance-related functions including product compliance, client support, and dispute resolution.

Our Compliance team works closely with our internal Legal group, reporting in to Sterling's General Counsel. Sterling will assist ESC with developing products and practices that mitigate risk and support a compliant business model.

In addition, Sterling has strategic partnerships with leading national and international employment law firms. We call on these partners to aid in our understanding of FCRA rules and to help develop policies and procedures that allow us to reduce our clients' liability and keep candidate information secure.

One of Sterling's partners, Seyfarth Shaw, is the pre-eminent expert on FCRA regulations and issues. They played an integral role in the authoring and passage of the Fair and Accurate Credit Transactions Act (FACT Act), which amended the FCRA.



- Please provide a list of countries where you have no access to certain types of background information.

We can provide screening solutions to all geographic regions globally, including EMEA, APAC, LATAM, and North America. We currently provide services for over 195 countries and countless other jurisdictions worldwide. We would need an understanding of the particular types of information ESC requires in order to provide these details.

- Please describe how you fulfill county searches where electronic records are not available and define the frame in which these requests will be processed

County level searches are considered primary source searches. In the event criminal records are not available online or through one of our primary source integrations, Sterling uses a combination of in-house employees and a network of vendor partners to obtain the small percentage of criminal records unavailable through CourtDirect. The turnaround time is approximately 10 hours for a clear report.

- Please describe the process and timeline for international employment and education screenings.

Availability of each search type will vary based on a country's local environment and documentation and privacy requirements/policies. Generally, where performable, we see a 7-10 business day turnaround time average.

International employment verification

We obtain written or verbal verification of former employer's name and location contact information for employers HR department Supervisor's name and department dates of employment job title as well as rate of pay (when available) reason for leaving and eligibility of rehire.

The turnaround time varies per country.

International education verification

We obtain written or verbal verification of overseas academic credential and the institute which awarded the qualification through direct contact with the institute's officials and against known degree mills. We verify the institution's name school campus location telephone number dates of study degree received and subject of study. The details of the results also consist of contact information for the institution's registrar's office and if institution is accredited.

The turnaround time varies per country.

- Does your firm outsource any parts of the screening process? If so describe how personally identifiable information is protected? Are any services "off-shore" explain in detail.

Sterling maintains a captive, offshore fulfillment center where fulfillment operations are performed, though no data is stored.



Sterling primarily utilizes one of the largest employee networks of criminal researchers. In less than 30% of the time, criminal searches are performed by contracted third parties to ensure maximum coverage and prompt results. Sterling has a team dedicated to managing these vendors and conducts monthly audits which checks results for quality to ensure maximum accuracy and the shortest possible turnaround times for our clients.

PII data protection

Sterling associates' access both data and systems via secure Citrix sessions on thin client terminals that have no storage capacity. Moreover, cameras, phones or other storage devices are not permitted in the operations work areas. Lastly, all printing functions have been removed for those associates in operations using Citrix and thin clients. The facility is guarded at its point of entry and egress and monitored throughout using security cameras. Additionally, security audits of that facility are performed annually.

Sterling does maintain a captive, offshore fulfillment center where fulfillment operations are performed, though no data is stored. If required, exclusive onshore fulfillment capabilities can be arranged.

c) Qualification and Experience

- i. **Provide a brief history of the Offeror, including year it was established and corporate office location.**

History

Sterling is a privately-owned corporation that was founded in 1975 and incorporated in Delaware in 2003. We began with a staff of two employees, and have grown to over 4,000 employees globally, which includes our New York City headquarters and operations centers in the US, Canada, EMEA, and APAC. Sterling serves 25,000 clients performing over 150 million background checks and drug tests yearly in over 230 countries, territories, and dependencies across the globe. A leading provider of employment screening services, we have the knowledge and experience to conduct background checks worldwide. We have developed flexible technology that accommodates a wide range of request submission and fulfillment options, facilitating customized solutions for local users, while still ensuring consistency and compliance throughout our clients' programs.

Headquarters

Sterling Infosystems, Inc., dba Sterling
1 State St. Plaza, 24th Floor
New York, NY 10004

- ii. **Describe Offeror's reputation in the marketplace.**

We have been in the background screening business since 1975. We have worked diligently to cement our relationships with over 25,000 clients through leading customer service and advocacy as well as technological advancements and innovation. We value our client relationships and are one of the only firms to proactively request feedback on a continual basis from our customers and their applicants in order to incorporate development to our teams and platform. This had led to a YoY 97% holistic client retention rate.



iii. Describe what differentiates you from your competitors.

At Sterling, we differentiate ourselves through our people and attention to your business and culture. Our deepest concern is promoting a safe work environment for you and your employees. Through our strong financial positioning and our partnership with ESC, we will create a trust, propelled by our dedicated team, who are readily available and adaptable your culture and needs. Sterling's main goal is to help you locate the most valuable candidates so that you can create a workplace where your employees feel confident and secure.

In addition, Sterling invests approximately \$60 million per year into product development and service improvement to ensure that we remain at the forefront of the background screening industry and can quickly adapt to changes in technology and customer needs. Examples include but are not limited to our recent verticalization strategy to “wrap” ourselves around our customers and adapt to their needs and requirements. Subject matter expertise and consultation in the education, government, public transportation, utility and public health care markets is an industry first. Moreover, our forward thinking investment in our identity business is a clear indicator of how we strive to deliver a first to market offering.

Industry-leading turnaround times

To deliver your background reports faster, Sterling uses our proprietary AI technology to automate our criminal record screening fulfillment processes. We automate 85% of our criminal record search volume, allowing us to offer you turnaround times 50% faster than the rest of the industry, with 66% of searches closing in just an hour. By removing manual intervention, we also minimize human error. While screening over 26 million candidates annually, Sterling amends an average of just 0.009% of criminal searches to correct erroneous or incomplete information.

Unrivalled expertise and service

ESC will be supported by a Client Success Team dedicated to government and educational services industry, so you receive tailored service with vertical expertise. Throughout our relationship, this team will learn your culture and processes so we can make the best recommendations for ESC. Each quarter, your Client Success Partner will review your screening program, benchmarking it against other clients in your industry. Working together with ESC, Sterling will help you build the screening program that best supports your culture and business goals.

Candidate experience

We understand how crucial a good candidate experience is for clients—this helps to form the first impressions of their new employer. Through Sterling's candidate hub, your candidates will have the power to manage and streamline their screening process. They will navigate through a clear, modern interface that is simple to understand and easy to use from anywhere and on any device—helping them complete their tasks faster.



Compliance

Sterling makes sure the right questions are asked to support a compliant background screening experience, not just in the United States, but worldwide. We embrace the ever-changing landscape of federal, state, and local hiring regulations, adhering to the Fair Credit Reporting Act (FCRA), Equal Employment Opportunity Commission (EEOC), and other domestic and international regulations governing pre-employment services.

We provide guidance and subject matter expertise on compliance through our Compliance Department and in-house counsel. Our Compliance Department is led by Angela Preston, Sterling's Senior Vice President and Counsel - Corporate Ethics and Compliance. She is the Chair of NAPBS Board of Directors for 2018-2019 term. A seasoned professional in the background screening industry, Angela is a tenured member of the NAPBS Board of Directors having previously served terms as Director and Secretary/Treasurer, respectively. She is also actively involved in the NAPBS Government Relations Committee where she previously served as Board Liaison. Angela is also a frequent speaker and educator to the industry, and has been quoted by CNN, MSNBC, Bloomberg, SHRM, and the Daily Beast.

Webinars hosted by experts

The world of background screening is constantly evolving. To keep our clients informed, Sterling partners with renowned law firms, consultants, and our in-house experts to host webinars on topics important to our clients. Certain webinars also qualify for SHRM recertification credits.

iv. Describe Offeror's reputation of products and services in the marketplace.

We have built our reputation on delivering efficient, high-quality end-to-end solutions while cultivating strong, sustainable relationships.

v. Describe the experience and qualification of key employees.

Cecilia Green, Regional Director, Enterprise & Global Accounts

Cecilia has 15+ years of B2B sales and sales leadership experience in a variety of industries including SaaS HCM solutions, performance improvement, multi-family housing, advertising and financial services. Strong track record of developing senior executive relationships through a consultative selling process that ensures client satisfaction and long-term partnerships.

Gurdon Blackwell, Senior Vice President, Client Success

Gurdon leads all sales functions for generating new revenue and client growth opportunities for our Industrials, Government and Education market

Alla Schay, General Manager - Industrials, Government & Education

Alla serves as General Manager for Sterling's Manufacturing, Transportation, Education, Energy, Utilities & Government business lines as organization transitions from functional to business line/P&L leadership. She is the executive leader responsible for all sales, client services, marketing and product functions for this fast growing division along with oversight of back office functions.



Client Success Team

Your dedicated Client Success Team will be assigned during contract negotiations in order to determine the most relevant individuals suited to your needs. We will be happy to provide their contact information and capabilities at that time. You can be assured that this team will be proficient and knowledgeable regarding the education/government industry and will have years of experience working with clients similar to ESC. This team will be trained on your particular requirements and will work closely with you to fully understand and alleviate any concerns you may have during the implementation of your account and throughout our business relationship.

We will help you screen your candidates thoroughly so that you can offer a safer working environment to your employees while giving you the comfort of knowing you have onboarded the right person.



Client Success Team Members	Role
Client Success Partner	<ul style="list-style-type: none"> Primary contact for your Client Success Team and questions about your program strategy Will hold regular strategy meetings with ESC and will benchmark your program against other clients in your industry Advise ESC about new products and services that can enhance your program Will be your gateway to Sterling's internal network of subject matter experts Remove obstacles to your program's success
Client Services Executive	<ul style="list-style-type: none"> Manage day-to-day questions for ESC's end users Remove obstacles to program success
Gurdon Blackwell, Head of Client Success, Education/Government	<ul style="list-style-type: none"> Support your Client Success Partner in projects and initiatives Provide strategic oversight to program strategies Remove obstacles to program success
Alla Schay, General Manager, Education/Government	<ul style="list-style-type: none"> Leader of the Education/Government Division

vi. Describe Offeror's experience working with the government sector.

Through a combination of pre-employment background screening and workforce monitoring solutions, **government agencies and over 470 leading educational institutions have long-standing relationships with Sterling to help maintain safety and public confidence.**

Across all levels of government, employees must provide a positive and professional experience for constituents. Sterling's employee background checks help ensure all candidates brought in for sensitive roles are trustworthy whether your employees work on your infrastructure, handle finance or anything in between.



- vii. Describe past litigation, bankruptcy, reorganization, state investigations of entity or current officers and directors. the answer here is fine.

In connection with its performance of millions of background checks annually, Sterling is the subject of litigation from time to time, none of which has been material to Sterling's financial health. Such litigation is generally dismissed or settled without judicial findings. Sterling is continually evaluating and improving its processes in response to litigation trends, regulatory pronouncements and statutory changes.

Sterling has had no state investigations.

- viii. Provide a minimum of 5 customer references relating to the products and services within this RFP. Include entity name, contact name and title, contact phone and email, city, state, years serviced, description of services and annual volume.

Large Corporate Account

[REDACTED]

Energy / Utilities

[REDACTED]



Education

lcarreno@miami.edu

ahess@gwu.edu

archick@exeter.edu

Government clients



lwiggins@fcgov.com

[REDACTED]

[REDACTED]

Kathryn.Valtin@coloradosprings.gov

[REDACTED]

Provide any additional information relevant to this section.

d) Value Add –

- i. Provide any additional information related to products and services Offeror proposes to enhance and add value to the Contract. Any optional items or packages shall be fully detailed/describe what is included in the item/package.

New to 2019

Sterling Student – Students seeking employment or internships within sensitive positions or to satisfy various requirements, regulations, and policies can pay for their own background check. The results can then go directly to the campus or ISD.

Sterling Identity – With Sterling Identity’s new VerifyID, candidates can verify their identity at the start of the screening process. Using their phone, candidates snap photos of their photo government issued identification card and one of themselves. Our state-of-the-art technologies will then authenticate the documents and compare the photos using both AI and human expertise. Results are usually returned within seconds. This will reduce fraud and impersonation and create faster onboarding.



Tab 6 – Additional Required Documents (Appendix C)

a. Acknowledgment and Acceptance of Region 4 ESC's Open Records Policy (Appendix C, Doc #1)

Included with proposal in this tab.

b. Antitrust Statement (Tex. Government Code § 2155.005) (Appendix C, Doc #2)

Included with proposal in this tab.

c. Implementation of House Bill 1295 Certificate of Interested Parties (Form 1295) (Appendix C, Doc #3)

Included with proposal in this tab.

d. Texas Government Code 2270 Verification Form (Appendix C, Doc #4)

Included with proposal in this tab.

e. Any additional agreements Offeror will require Participating Agencies to sign

BSRA and Credentialing Document - will be provided during contract negotiations.

Appendix C
ADDITIONAL REQUIRED DOCUMENTS

- DOC #1 Acknowledgment and Acceptance of Region 4 ESC's Open Records Policy
- DOC #2 Antitrust Certification Statements (Tex. Government Code § 2155.005)
- DOC #3 Implementation of House Bill 1295 Certificate of Interested Parties (Form 1295)
- DOC #4 Texas Government Code 2270 Verification Form

Appendix C, Doc #1

ACKNOWLEDGMENT AND ACCEPTANCE
OF REGION 4 ESC's OPEN RECORDS POLICY

OPEN RECORDS POLICY

All proposals, information and documents submitted are subject to the Public Information Act requirements governed by the State of Texas once a Contract(s) is executed. If an Offeror believes its response, or parts of its response, may be exempted from disclosure, the Offeror must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt and include detailed reasons to substantiate the exemption. Price is not confidential and will not be withheld. Any unmarked information will be considered public information and released, if requested under the Public Information Act.

The determination of whether information is confidential and not subject to disclosure is the duty of the Office of Attorney General (OAG). Region 4 ESC must provide the OAG sufficient information to render an opinion and therefore, vague and general claims to confidentiality by the Offeror are not acceptable. Region 4 ESC must comply with the opinions of the OAG. Region 4 ESC assumes no responsibility for asserting legal arguments on behalf of any Offeror. Offeror is advised to consult with their legal counsel concerning disclosure issues resulting from this procurement process and to take precautions to safeguard trade secrets and other proprietary information.

Signature below certifies complete acceptance of Region 4 ESC's Open Records Policy, except as noted below (additional pages may be attached, if necessary).

Check one of the following responses to the Acknowledgment and Acceptance of Region 4 ESC's Open Records Policy below:

- ☒ We acknowledge Region 4 ESC's Open Records Policy and declare that no information submitted with this proposal, or any part of our proposal, is exempt from disclosure under the Public Information Act.
- ☐ We declare the following information to be a trade secret or proprietary and exempt from disclosure under the Public Information Act.

(Note: Offeror must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt. In addition, Offeror must include detailed reasons to substantiate the exemption(s). Price is not confidential and will not be withheld. All information believed to be a trade secret or proprietary must be listed. It is further understood that failure to identify such information, in strict accordance with the instructions, will result in that information being considered public information and released, if requested under the Public Information Act.)

Date

08/09/19

Authorized Signature & Title

Alan Delgado / General Manager

Appendix C, Doc #2

ANTITRUST CERTIFICATION STATEMENTS
(Tex. Government Code § 2155.005)
Attorney General Form

I affirm under penalty of perjury of the laws of the State of Texas that:

1. I am duly authorized to execute this Contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Company) listed below;
2. In connection with this proposal, neither I nor any representative of the Company has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15;
3. In connection with this proposal, neither I nor any representative of the Company has violated any federal antitrust law; and
4. Neither I nor any representative of the Company has directly or indirectly communicated any of the contents of this proposal to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.

Company Sterling Infosystems, Inc. dba
Sterling

Address 1 State St. Plaza, 24th Floor, New
York, NY 10004

Phone

Fax

Contact Alla Schay

Signature Alla Schay

Printed Name General Manager

Position with Company

**Official
Authorizing
Proposal**

Signature

Printed Name

Position with Company

Implementation of House Bill 1295

Certificate of Interested Parties (Form 1295):

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least \$1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016.

The Texas Ethics Commission was required to adopt rules necessary to implement that law, prescribe the disclosure of interested parties form, and post a copy of the form on the commission's website. The commission adopted the Certificate of Interested Parties form (Form 1295) on October 5, 2015. The commission also adopted new rules (Chapter 46) on November 30, 2015, to implement the law. The commission does not have any additional authority to enforce or interpret House Bill 1295.

Filing Process:

Starting on January 1, 2016, the commission will make available on its website a new filing application that must be used to file Form 1295. A business entity must use the application to enter the required information on Form 1295 and print a copy of the completed form, which will include a certification of filing that will contain a unique certification number. An authorized agent of the business entity must sign the printed copy of the form and have the form notarized. The completed Form 1295 with the certification of filing must be filed with the governmental body or state agency with which the business entity is entering into the contract.

The governmental entity or state agency must notify the commission, using the commission's filing application, of the receipt of the filed Form 1295 with the certification of filing not later than the 30th day after the date the contract binds all parties to the contract. The commission will post the completed Form 1295 to its website within seven business days after receiving notice from the governmental entity or state agency.

Information regarding how to use the filing application will be available on this site starting on January 1, 2016.

https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

Last Revision: February 16, 2016

Texas Government Code 2270 Verification Form

House Bill 89 (85R Legislative Session), which adds Chapter 2270 to the Texas Government Code, provides that a governmental entity may not enter into a contract with a company without verification that the contracting vendor does not and will not boycott Israel during the term of the contract.

Furthermore, Senate Bill 252 (85R Legislative Session), which amends Chapter 2252 of the Texas Government Code to add Subchapter F, prohibits contracting with a company engaged in business with Iran, Sudan or a foreign terrorist organization identified on a list prepared by the Texas Comptroller.

I, Alla Schay, as an authorized
representative of Sterling Infosystems, Inc. dba Sterling
Sterling Infosystems, Inc. dba Sterling, a contractor
engaged by Insert Name of Company

Region 4 Education Service Center, 7145 West Tidwell Road, Houston, TX 77092, verify by this writing that the above-named company affirms that it (1) does not boycott Israel; and (2) will not boycott Israel during the term of this contract, or any contract with the above-named Texas governmental entity in the future.

Also, our company is not listed on and we do not do business with companies that are on the Texas Comptroller of Public Accounts list of Designated Foreign Terrorists Organizations found at <https://comptroller.texas.gov/purchasing/docs/foreign-terrorist.pdf>.

I further affirm that if our company's position on this issue is reversed and this affirmation is no longer valid, that the above-named Texas governmental entity will be notified in writing within one

(1) business day and we understand that our company's failure to affirm and comply with the requirements of Texas Government Code 2270 et seq. shall be grounds for immediate contract termination without penalty to the above-named Texas governmental entity.

I swear and affirm that the above is true and correct.


Signature of Named Authorized Company Representative

8/9/19
Date

STERLING ATTACHMENTS



BUSINESS CONTINUITY PLAN

Sterling

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PLAN MAINTENANCE HISTORY

10-28-2013	BCP Plan Draft	v.10282013	Curt Schwall, 04/05/2013
06-24-2014	BCP Plan Drafts Updates	v.06242014	Curt Schwall, 06/24/2014
09-18-2014	BCP Policy Update	v.09182014	Marty Brodbeck, 09/18/2014
11-14-2016	BCP Plan Update	v.11042016	Vikas Vig, 11/14/2016
12-12-2016	International User Update	v.12122016	Vikas Vig, 12/12/2016
01-16-2017	Corrected Pagination Error	v.01162017	Vikas Vig, 01/16/2017
01-30-2017	CTO Name Update	v.01302017	Vikas Vig, 01/30/2017
03-17-2017	Names Updated, Formatting	v.03172017	Vikas Vig, 03/17/2017
05-25-2017	Names Updated, Formatting	v.05252017	Vikas Vig, 05/25/2017
05-26-2017	CAN Revision Update	v.05262017	Vikas Vig, 05/26/2017
06-26-2017	Names Updated, Formatting	v.06262017	Vikas Vig, 06/26/2017
07-25-2017	Names Updated, Formatting	v.07252017	Vikas Vig, 07/25/2017
08-09-2017	Names Updated, Formatting	v.08092017	Vikas Vig, 08/09/2017
08-15-2017	Formatting	v.08152017	Vikas Vig, 08/09/2017
01-24-2018	UK and BCP plan updates	v.01242018	Vikas Vig, 01/24/2018
05-07-2018	Names Updated, Formatting	v.05072018	Vikas Vig, 05/07/2018
08-01-2018	Names and BCP plan updates	v.08012018	Vikas Vig, 08/01/2018
10-10-2018	Names and BCP plan updates	v.10102018	GV Prasad, 10/10/2018
02-04-2019	Names Updated, Formatting	v.02042019	GV Prasad, 02/04/2019
03-04-2019	Names Updated, Formatting	v.03042019	GV Prasad, 03/04/2019

1.0 BUSINESS CONTINUITY PLAN OVERVIEW

The purpose of the Sterling Business Continuity Plan (BCP) is to minimize the impact of any disruption to the business operation of the organization and by containing it within a predictable and predetermined period of time. Through this planning process, strategies and action plans have been developed that provide protection and alternative modes of operation for business processes to continue. To do this, Sterling has developed preventative controls, contingency resources, and procedures that are administered by the Incident Management and Recovery Team Members.

This Business Continuity Plan (BCP) was developed after conducting a Business Impact Analysis (BIA) for the business groups and back office support departments at Sterling. Key risks were identified, critical functions defined, dependencies prioritized, and recovery strategies formulated.

The BCP will only be used in situations when it is determined that the impact and/or business risk to the organization requires alternate business recovery strategies to maintain operations *as and when directed by the Sterling Incident Management Team (IMT)*. A disaster/emergency condition, for this specific purpose, is defined as an event or series of events (natural or man-made), that consists of, but may not be limited to:

- **Loss or inability to access work facilities**
- **Loss or unavailability of people of the organization**
- **Disruption/inaccessibility of technology systems**
- **Unavailability of service providers/vendors**

The organization recognizes that disruptions will impact the ability to continue normal capabilities following such an incident:

- Loss of a Facility impacts the centralized office support resources and dependencies necessary to perform the work: Locating an alternate work space is essential.
- Loss or unavailability of the organization's professionals that are core to the business operations: Sterling must be able to leverage alternate professional expertise if employees are unavailable, both internal and external, in a timely manner to assist during a crisis to maintain deliverables.
- Loss of Technology is instrumental to how the organization conducts services and there is a high level of dependency on the information technology systems which creates significant risks.
- Loss of Service Provider/Vendors can contribute to delays or missed deadlines in the delivery of services by the organization.

Sterling recognizes the importance of an effective BCP to maintain business operations and realizes its role in maintaining such services during and/or following an emergency situation. Sterling has adopted this plan with the primary goal of preparing, restoring and maintaining Sterling facilities, systems, and services in the event of such a disaster or significant disruption to the organization.

1.1 Policy Statement

It is the Policy of Sterling to maintain a comprehensive Business Continuity Plan. All business departments are responsible for ensuring compliance with this policy and that their respective plan component is tested no less than annually. The organization's BCP efforts exercise reasonable measures to protect the personnel, safeguard assets, and maintain business services.

1.2 Plan Scope

The scope of this plan is focused on the initial 30-day period following a business disruption to maintain critical business functions, at which time alternative arrangements would need to be made to bringing service capabilities to a level to allow resumption of full business capabilities.

Other supporting plan documentation includes:

- Incident Management Response Plan
- IT Disaster Recovery Plan

1.3 Plan Objectives

- To reestablish the essential related services provided by Sterling within their required recovery window as identified in the recovery areas at the declaration of a disaster.
- To suspend all non-essential activities until critical functions and dependencies have been restored.
- To mitigate the impact to Sterling's business operations through the rapid implementation of effective recovery strategies as defined herein.
- To reduce confusion and misinformation by providing a clearly defined command and control structure.
- References and points to the location of any data that resides outside of this document.
- Provides procedures and resources needed to assist in recovery.
- Identifies alternate sources for supplies, resources and locations.

1.4 Plan Exclusions

- Succession of Management (Legacy Planning)
- Restoration of the Primary Facilities

1.5 BCP Distribution

Authorized personnel can access the plan documents at <https://www.preparisapp.com/login>

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2.0 BCP RECOVERY TEAM STRUCTURE

2.1 BCP Recovery Team Description:

Sterling has a BCP Recovery Team consisting of Department Leaders responsible for activation of their department recovery plans. The Incident Management Team of the organization provides oversight for any crisis event and engages the Business Recovery Team based on the extent of the incident situation. Members of the BCP Recovery Team have logistical and business recovery responsibilities based on the unique circumstances of each incident.

2.2 Business Recovery Team Tasks:

- Determine immediate needs
- Notify department team members
- Initiate alternate work procedures
- Relocate as necessary
- Leverage backup support resources to complete work
- Utilize defined alternate technology access
- Perform critical functions/ processes
- Report status to the IM & BCP Team
- Return to normal services

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2.3 BCP Recovery Team & Functional Areas:

The following list(s) outlines the primary department recovery team leads at Sterling that are the focus for prioritizing and coordinating business recovery procedures for their business area. Some department leads may also serve on the Incident Management Team managing the response and recovery efforts.

BCP Recovery Team Members (Business Functional Leads)

Client Services

(P) Primary / (S) Secondary

P / S	Department Leads	Desk Phone	Mobile Phone	E-Mail
	New York HQ			
(P)	Alla Schay			
(S)	Vincenza Caruso-Valente			
	Independence, OH			
(P)	Amanda Schaefer			
(S)	Judy Tetzlaff			
	Roseville, CA			
(P)	Erin Enders			
	Manila (Taguig City)			
(P)	John Seminiano			
	Manila (Quezon City)			
(P)	Kelly Valencia			
	Mumbai			
(P)	Rajesh Badhwar			
(S)	Jason Athaide			
	Swansea			
(P)	Samantha Vaughan			
(S)				
	Montreal			
(P)	Samuel Giguere			
	Surrey			
(P)	Jordan LeClair			
(S)	Nazia Raisa			

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OPS OHS

(P) Primary / (S) Secondary

P / S	Department Leads	Desk Phone	Mobile Phone	E-Mail
	Independence, OH			
(P)	Liz Lastafka			
(S)	Lauren Leonard			
	Bothell, WA			
(P)	Liz Lastafka			
	Mumbai			
(P)	GV Prasad			
(S)	Sundaram Iyer			

OPS Public Records

(P) Primary / (S) Secondary

P / S	Department Leads	Desk Phone	Mobile Phone	E-Mail
	Independence, OH			
(P)	Joyce Conner-Boyd			
(S)	Mike Ensor			
	Mumbai			
(P)	GV Prasad			
(S)	Amit Gurnani			
	Swansea			
(P)	Kate Ellis			
(S)	Samantha Vaughan			
	Montreal			
(P)	Conor McKee			
(S)	Andy Juc			
	Surrey			
(P)	Conor McKee			
(S)	Andy Juc			

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OPS Verifications

(P) Primary / (S) Secondary

P / S	Department Leads	Desk Phone	Mobile Phone	E-Mail
	Independence, OH			
(P)	Sheryl Toth			
(S)	Lynette Whittney			
	Manila (Taguig City)			
(P)	Manish Yadav			
(S)	Ralp Santos			
	Manila (Quezon City)			
(P)	Manish Yadav			
(S)	Karen Raagas			
	Mumbai			
(P)	GV Prasad			
(S)	Shreejith Gopi			
	Swansea			
(P)	Kate Ellis			
(S)	Samantha Vaughan			
	Montreal			
(P)	Joel Gauthier			
	Surrey			
(P)	Conor McKee			
(S)	Jason Hammond			

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OPS Order Creation & Special Operations

(P) Primary / (S) Secondary

P / S	Department Leads	Desk Phone	Mobile Phone	E-Mail
	Independence, OH			
(P)	Mike Ensor			
(S)	Brenda Patacca			
	Mumbai			
(P)	GV Prasad			
(S)	Amit Gurnani			
	Swansea			
(P)	Kate Ellis			
(S)	Samantha Vaughan			
	Montreal			
(P)	Conor McKee			
(S)	Andy Juc			
	Surrey			
(P)	Conor McKee			
(S)	Andy Juc			

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Human Resources

(P) Primary / (S) Secondary

P / S	Department Leads	Desk Phone	Mobile Phone	E-Mail
	New York HQ			
(P)	Danielle Korins			
(S)				
	Independence, OH			
(P)	Dawn Shanklin			
(S)	Anthony Pampanini			
	Bothell, WA			
(P)	Jenna Gardner			
	Bellevue, WA			
(P)	Jenna Gardner			
	Marietta, GA			
(P)	Jasmine Dalton			
	Roseville, CA			
(P)	Jenna Gardner			
	Fort Collins, CO			
(P)	Katie Zwetzig			
(S)	Melissa Kelley-Hilton			
	Manila (Taguig City)			
(P)	Benjamin Romualdez			
	Ruth Sarsoza			
	Manila (Quezon City)			
(P)	Benjamin Romualdez			
(S)	Ruth Sarsoza			
	Mumbai			
(P)	Sanjay Chandel			
(S)	Shreyas Desai			
	Swansea			
(P)	Brogan Hall			
	Surrey			
(P)	Jaspreet Murray			

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Product Management

(P) Primary / (S) Secondary

P / S	Department Leads	Desk Phone	Mobile Phone	E-Mail
	New York HQ			
(P)	Chris Cassimus			
	Roseville, CA			
(P)	David Dickson			
	Mumbai			
(P)	Gaurav Singh			

Marketing & Communications

(P) Primary / (S) Secondary

P / S	Department Leads	Desk Phone	Mobile Phone	E-Mail
	New York HQ			
(P)	Dasnet Garcia			
(S)	Carrie Andrews			

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Information Technology

(P) Primary / (S) Secondary

P / S	Department Leads	Desk Phone	Mobile Phone	E-Mail
	New York HQ			
(P)	Sravana Karnati			
(S)	Gabriel N. Nunoo			
	Marietta, GA			
(P)	Mike Campbell			
(S)	Troy Whitlow			
	Independence, OH			
(P)	Jim Likovic			
(S)	Jon Wheeler			
	Swansea, Wales			
(P)	Matt Weller			
(S)				
	Bellevue, WA			
(P)	Michael Cheek			
(S)	Matthew Orn			
	Manila (Taguig City)			
(P)	Jefferson Gozo			
	Manila (Quezon City)			
(P)	Jefferson Gozo			
	Mumbai			
(P)	Ravi Tadepalli			
(S)	Preetam Shetty			

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3.0 BUSINESS RECOVERY PROCEDURES & LOSS SCENARIOS

3.1 Business Recovery Planning Approach

The BCP approach was developed after an in-depth review and evaluation of possible risks resulting from an actual, pending or potential, disruptive incident measured at varying degrees of intensity. This section of the plan outlines the means necessary to handle all incidents in a controlled and structured manner. It outlines the strategies to mitigate the impact of the event, recovery procedures to implement, and communication processes to follow in response to any disruptive event.

3.2 Loss Scenarios:

Incidents can create varying s of disruption to business operations. These disruptions can be grouped by the type of loss and require a defined business recovery strategy for each situation. One or more of these loss scenarios can occur and must be considered in addressing the most critical business functions. The recovery strategies outlined in the next section are based on the following loss types:

Loss of Facility: The facility is either temporarily or permanently unavailable. Examples might include:

- The facility being destroyed by fire and smoke damage
- The facility being temporarily unavailable due to flooding
- The facility is disabled by power loss
- The facility being temporarily unavailable due to contamination

Loss of IT/Network: Business processes/functions are disabled by loss of computer function. Examples might include:

- A breach has occurred in the network and the server has been shut down due to a computer virus
- Equipment damage or failure and must be replaced or data connectivity lost.

Loss of People: Business operation is disrupted due to the unavailability of personnel. Examples might include:

- A storm or other natural disaster has prevented personnel from coming to work
- An employee is in the hospital, expertise/functional knowledge not available to perform tasks
- Wide-spread illness/pandemic flu has impacted a significant number of personnel
- Government/Political upheaval, with protests blocking access to public thoroughfares

Loss of Vendor:

- Service Providers cannot provide timely support or service-impacted by site incident
- Single source vendor/service provider goes out of business
- Data cannot be accessed or product delivered due to issues beyond vendor's control
- Regulatory change inhibits vendor from gaining access to data

3.3 Recovery Levels

Recovery strategies can be categorized into the following levels with each level designed to provide an effective recovery solution equally matched to the estimated duration of the emergency condition and the critical function recovery objectives.

LEVEL 1: INTRA-DAY OUTAGE: (CRITICAL FUNCTIONS) <0-12 HOURS

An intra-day outage at Sterling <12 hours can have an impact on certain business functions. These processes can experience little to no downtime and are considered critical services. During this time period, the IM/BCP Team will assess the incident and the impacted departments will be given the highest priority. The functions will utilize alternate procedures to perform any critical tasks.

LEVEL 2: TEMPORARY OUTAGE (TIME SENSITIVE FUNCTIONS) <24 HOURS

If a site incident extends beyond the intraday timeline but a resolution is expected to take less than 24 hours, the incident should be classified as a temporary outage. The BCP Recovery team will execute its business continuity recovery strategy for all time sensitive functions as necessary. Functional teams with 24 hour recovery objectives will be given high priority during the temporary outage.

LEVEL 3: SHORT-TERM OUTAGE (IMPORTANT FUNCTIONS) <72 HOURS

A short-term outage is defined as the period of time that the organization will execute its formal business continuity recovery strategy for all important functions to be restored within 72 hours of an incident. Based on the impact to the existing site, important functions and key individuals that perform these processes will be the focus while other non-critical work assignments and associates are on standby.

LEVEL 4: MEDIUM-TERM OUTAGE (PRIMARY FUNCTIONS) 3 DAYS – 2 WEEKS

A medium-term outage is defined as the period of time that the organization will execute its formal business continuity recovery strategy for the recovery of all primary business service functions within 3 days to 2 weeks. Critical personnel would begin focusing on their primary responsibilities while still maintaining critical business functions.

LEVEL 5: LONG-TERM OUTAGE (NON ESSENTIAL FUNCTIONS) 2 WEEKS – SEVERAL MONTHS

A long-term outage is defined, as the period of time that the organization will exceed the allowed occupancy time beyond a medium-term outage of 2 weeks. A long term outage may require extensive repair work at the primary location or the entire facility has been destroyed. In this situation, a new work site for the impacted office location must be established. If the new or existing office space will not be accessible for a few months, then an alternate temporary site will be established to continue critical services in the interim.

3.4 Critical Business Functions Prioritized

A business impact analysis was completed for all departments/functional areas across Sterling that identified and categorized key risks and critical business functions in an effort to respond effectively to an unplanned incident. The following table outlines the business processes across the organization requiring the highest recovery priority. Though all business functions serve an important purpose, these particular processes are most critical in the continued operation of the organization following an incident.

The impacts discussed in the critical business functions assume that the impact a disaster has, does *not* cause the total loss of our datacenter and/or network services. The present cutover capability for a total datacenter loss is: Order Entry on Screening Direct, Work Force Direct, and VV – recovery within 48 hours; SFDC, US O365, & NetSuite recovery in < 1hr. All other services and systems, such as Fulfillment, Client integrations, VDI, US

Phones (includes India Operations) will take approximately 3 weeks to recover. While the likelihood of such a loss is highly improbable in statistical terms, it remains a caveat until the DR currently underway are executed (1st Quarter 2019), by which time we are forecasted to be able to overcome such a loss within 72 hours.

In the event the Business Continuity Plan (non-datacenter loss) is initiated, the critical business functions will be prioritized per the below:

Business Group/ Department:	Critical Business Functions/Services:	Recovery Time Objective (RTO):	Technology & Vendor Dependencies	Critical Functions: Recovery Strategies
Client Services Impact Non-Datacenter Related	1. Account mgmt. / relationship mgmt. for Tiers 1 & 2 2. Communications-email, calls, links 3. Customer Service-day-to day operations on all tiers for existing orders.	Within 1-day	E-Mail Phone system Client Website/Blog VDI SBC-Legacy platform: AdminClient, AISS, Tandem, SterlingONE platform & connected applications Back-Check tools Sales Force tools US Wiki R drive Canada Wiki Sterlink Reports Manager BackCheck 2.0 Network H Drive Files: access to Client Services folder and Client Services IDS Folder (for communication with Manila and Mumbai) Cisco soft phone and IVR capabilities (V) Salesforce (V) Admin Client Axxess Microsoft applications AWS	If a facility cannot be occupied-the following strategies will be considered by the Incident Management Team and Client Service Leadership: 1. Account Management (<i>North America & UK Only</i>) Work Remote 2. CSEs – Load balance between sites 3. CSRs – Load balance between sites Strategy: Rapid assessment of <i>existing</i> client orders status. Rapid assessment of phone system status and email capabilities. UK: Client Support Team: 70% Mumbai based/ 30% Swansea based 3 x Swansea based CSE's could work remotely if Swansea offices is unavailable UK based AM's/BRM's and CSE's would cover all CS matters for top 50 clients if Mumbai office is unavailable.

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Business Group/ Department:	Critical Business Functions/Services:	Recovery Time Objective (RTO):	Technology & Vendor Dependencies	Critical Functions: Recovery Strategies
Operations Impact Non-Datcenter Related	OHIO: Fulfill all US-mandated existing orders for: 1. Verifications 2. OHS 3. Public Records 4. Special Operations (Pre and Final Adverse Action, Managed Compliance)	Within 1-day	<u>Verifications:</u> AdminClient, AISS/Axcess Phones, <u>Drug Testing:</u> AISS/Axcess, AdminClient, Drug Direct, DrugPak Drug Testing Order Creation and Special Ops: AdminClient, AISS/Axcess,	1. If an incident impacts any site load balance work to other sites. This requires ensuring the network and general infrastructure are collectively scoped for peak capacity, and that as the company grows, the peak capacity is reflected in regular network and infrastructure updates. Manila also has 2 sites to distribute work/relocate personnel between locations (upwards of 50 additional seats).
	BOTHELL: Fulfill all US-mandated existing orders for: 1. OHS	Within 1-day	<u>Public Records:</u> Argentun (platform to process volume), AdminClient, AISS/Axcess,	For Surrey and Montreal offices, which serve as each other's balance backup, we also have numerous employees set up to work remotely.
	MUMBAI: Fulfill all non-onshore mandated existing orders for: 1. Verifications 2. OHS 3. Public Records 4. Special Operations (Pre and Final Adverse Action, Managed Compliance) 5. International Screening	Within 1-day	<u>UK</u> Admin Client / 2.0 / legacy Wiki Phone System R drive access H drive Access Email Microsoft Applications <u>Data Services (CAD)</u> BackCheck 2.0 CAD Wiki Reports Manager R Drive access PhraseExpress Email eConsent	2. Fulfillment/Operations services in all locations will be load balanced between other designated locations. For the Mumbai location, in addition to the existing load balancing between the Manila facilities, a team of public records employees are set up to work remotely.
	MANILA: Fulfill all US-mandated existing orders for: 1. Verifications 2. Public Records 3. International Screening	Within 1-day		As above, the peak resources are pre-staged in advance, and are periodically evaluated to reflect corporate and seasonal growth. Pre and Final Adverse Action are performed out of Ohio. Would need to identify alternate site to complete in US.
	SWANSEA: International Screening (UK Mandated) 1. Data fulfillment 2. Verification fulfillment 3. Registered office for disclosure Scotland criminal results in paper format	Within 1-day	<u>Voice Services (CAD)</u> BackCheck 2.0 CAD Wiki e-manager Reports Manager VDS e-reference portal R Drive access	SWANSEA: UK mandated work to be handled by remote employees in the UK.
	MONTREAL: Fulfill all existing orders for: 1. Verifications 2. OHS 3. Public Records 4. International Screening	Within 1-day	Fax PhraseExpress Phones email	Postal certificates to be redirected to local sorting office and picked up.
	SURREY: Fulfill all existing orders for: 1. Verifications 2. OHS 3. Public Records 4. International Screening	Within 1-day	Vendors: OHS – Labcorp, Quest, eScreen, i3Screen, Concentra, Psycmedic, etc. Criminal – court runners or vendors, FACIS, OIG, Accurant (ENW), DOJ, etc. Verif - TALX, verify jobs, NSC, NPDB	

Business Group/ Department:	Critical Business Functions/Services:	Recovery Time Objective (RTO):	Technology & Vendor Dependencies	Critical Functions: Recovery Strategies
			Order Creation – accurint, TU (trace/credit) Data services CAD – police controller, Transunion, Canada Post	

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Business Group/ Department:	Critical Business Functions/Services:	Recovery Time Objective (RTO):	Technology & Vendor Dependencies	Critical Functions: Recovery Strategies
Human Resources Impact <i>Non-Datacenter Related</i>	USA/UK: 1. Communications 2. Office Management 3. Payroll^ 4. Benefits 5. Recruitment 6. Performance/LMS ^ UK Payroll outsourced to ADP	1. Continuous 2. Continuous 3. Within a few days 4. Within a few days 5. When feasible 6. When feasible	<u>US/UK:</u> Ultipro ADP-vendor hosted Time Entry system iCONNECT Outlook Legiant (US by VPN)-Security/ badging systems Vendor portals VPN Citrix	1. Options to submit/process payroll remote. Time sheets can also be done manually in US. 2. Use the Preparis notification alert system and protocols 3. Carriers can provide employee benefits support.
	MUMBAI: 1. Communications 2. Office Management 3. Payroll* 4. Benefits 5. Recruitment 6. Performance/LMS 7. Training & Development 8. HR Analytics * On Spreadsheets-completed with Finance-Monthly.	1. Continuous 2. Continuous 3. Within a few days 4. Within a few days 5. When feasible 6. When feasible 7. When feasible 8. When feasible	Ultipro iConnect (CSOD) – Talent Management solution (V) ADP-vendor hosted MS Office and Outlook application Typing Master – hosted on local machines Kwench – Online library – (V) Survey Monkey (V / cloud) iQuest – Employee Quiz system– hosted on local server Skype – Online interviews Video Phone / Jabber – local and global interactions Watch your Health (V) – Health portal DSR Darashaw – Provides physical archiving of our employee personnel files. Recruitment agencies (we work with ~ 20 agencies in Mumbai and outside Mumbai) however names of some critical one's are as follows: Cigniti, Radford, FOCUS, Futurz, Equations, Mentor, Copper Gate, Genius Consultants, Genetic Callnet and Select Smart.	There is a Crisis Management Committee composed of Head of Operations, HR Head and Facilities Head. Text Blast to all employees is managed by Facilities team, is done remotely, and is web-based. Preparis notification alert system to be expanded. <i>During a crisis situation, the communication rollout is a joint effort between multiple departments. Marketing and HR will manage internal communications through different modes setup in each location (for e.g.: SMS broadcast, e-mail, or automated telephone calls that can be sent by Preparis Portal).</i>

Business Group/ Department:	Critical Business Functions/Services:	Recovery Time Objective (RTO):	Technology & Vendor Dependencies	Critical Functions: Recovery Strategies
	<p>MANILA:</p> <ol style="list-style-type: none"> 1. Communications 2. Office Management 3. Payroll* 4. Benefits** 5. Recruitment 6. Performance/LMS 7. Training & Development 8. HR Analytics <p>* Manual spreadsheets, managed by Finance ** Medical, Medical benefits processing</p>	<ol style="list-style-type: none"> 1. Continuous 2. Continuous 3. Within a few days 4. Within a few days 5. When feasible 6. When feasible 7. When feasible 8. When feasible 	<p>Epredix (CEB assessment tool) – web-based assessment tool for applicants Typing Test.com – web-based assessment tool for applicants iConnect Outlook/Email VPN/Citrix Zalamea Online Platform for Employee Retirement Plan Survey Monkey Job Portals – e.g. Jobstreet Globe Text Connect Net Suite Google (for vendor/supplier searches) Maxicare Online Services</p> <p>Vendors:</p> <p>Shuttle service between Manila sites Legiant USICG– Benefits Administrator, Ceridian – Payroll Provider US and CAN ADP Payroll Provider UK & IND Benefits Third Party Providers Maxicare (Health provider; provider of Doctors & nurses REIA Shuttle services Jobstreet & other Job portals Pantry concessionaire Search Agencies Security & Housekeeping agencies CEB – ePredix assessment tool GLOBE</p>	<p>Payroll managed by Finance. Biometric payroll. No electronic system; manual processing now done out of McKinley. Spreadsheets. Direct deposit. 2x/month. One Payroll Mgr.- can work remote/no back-up to this person-risk.</p> <p>Benefits done manually/not critical. Internal communications during BCP: they have a set of procedures in place: There is a Crisis Management Committee composed of Head of Operations, HR Head and Facilities Head. SMS broadcast to all employees is managed by Facilities team, is done remotely, and is web-based. Preparis notification alert system to be expanded.</p> <p><i>During a crisis situation, the communication rollout is a joint effort between multiple departments. Marketing and HR will manage internal communications through different modes setup in each location (for e.g.: SMS broadcast, e-mail, or automated telephone calls that can be sent by Preparis Portal)</i></p>
	<p>SURREY:</p> <ol style="list-style-type: none"> 1. Communications 2. Office Management 3. Payroll 4. Benefits 5. Recruitment 6. Performance/LMS 	<ol style="list-style-type: none"> 1. Continuous 2. Continuous 3. Within a few days 4. When feasible 5. When feasible 6. When feasible 	<p>Technology</p> <p>Preparis Advance tracker Outlook/MS Suite VDI NetSuite Acumatica iConnect BackCheck 2.0 BackCheck 2.0 extranet</p>	<ol style="list-style-type: none"> 1. Options to submit/process payroll remote. Time sheets can also be done manually and entered into timekeeping system. 90% of Payroll/Accounting staff can work remotely 2. Use of the Preparis notification alert system

Business Group/ Department:	Critical Business Functions/Services:	Recovery Time Objective (RTO):	Technology & Vendor Dependencies	Critical Functions: Recovery Strategies
			Vendors Ceridian (payroll) HSBC online banking Couriers Community Living (office helpers) Concessions providers Janitorial services Garbage disposal Alarm company Office supplies Blue Cross (benefits)	

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Business Group/ Department:	Critical Business Functions/Services:	Recovery Time Objective (RTO):	Technology & Vendor Dependencies	Critical Functions: Recovery Strategies
Marketing Impact Non-Datacenter Related	Manage communications with clients. Coordinate with HR on internal communications. 1. Call clients on phone 2. Administer Salesforce 3. E-Mail Clients 4. Internal comms w. HR 5. Manage websites 6. Manage intranet	1. Continuous 2. Continuous 3. Continuous 4. Continuous 5. Within 1 day 6. Within 1 day	Telephone system(s) Salesforce E-Mail Preparis iCONNECT Site Core Net Suite Company Website WordPress platform	<p>Marketing will work with the Incident Management Team (IMT) on coordinating external and internal communications. Marketing will partner with HR on the internal notifications.</p> <p>SFDC, web and communications teams are all equipped to work from home full time with laptops and/or desktops.</p> <p>The Preparis notification system will be used for all internal communications. Other communications will also be leveraged by location including call trees and SMS broadcast, e-mail, or automated telephone calls that can be sent by Preparis Portal.</p>
	Manage communications with clients. Coordinate with HR on internal communications. <u>UK</u> 1. Administer Salesforce 2. E-Mail Clients 3. Internal comms w. HR 4. Manage websites 5. Manage intranet	1. Continuous 2. Continuous 3. Continuous 4. Within 1 day 5. Within 1 week		

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Business Group/ Department:	Critical Business Functions/Services:	Recovery Time Objective (RTO):	Technology & Vendor Dependencies	Critical Functions: Recovery Strategies
IT Impact Non-Datacenter Related	<p>IT infrastructure, DR, security, system oversight. Service all platforms, including voice, call centers, up to the Application Tier.</p> <ol style="list-style-type: none"> 1. Phones 2. Network Services 3. All Support Functions 4. Operational Platforms 5. Help transition locations & return to SLA 6. Repair/Restore what has been damaged during the event 	<ol style="list-style-type: none"> 1. Continuous 2. Continuous 3. Continuous 4. Continuous 5. Continuous 6. Continuous, but also dependent on severity and what has been damaged. 	<p>Telephone system(s) All network switches & routers Desktops, laptops, mobile computing devices Outlook E-Mail All MS Office desktop apps Web servers & services / BLOG Salesforce Preparis iCONNECT Site Core Ceridian VDI SBC-Legacy platform: AdminClient, AISS, Tandem, Back-Check tools</p> <p>Network H Drive Files: access to Client Services folder and Client Services IDS Folder (for communication with Manila and Mumbai) Cisco soft phone and IVR capabilities</p> <p>Axcess AWS Drug Direct, DrugPak Drug Testing Order Creation and Argentun (platform to process volume), AdminClient, AISS/Axcess,</p> <p>Time Entry system iCONNECT Outlook Legiant (US by VPN)-Security/ badging systems Vendor portals VPN Citrix Ultipro iConnect (CSOD) – Talent Management solution (V) Spine (Payroll system) – hosted on local server Kwench – Online library – (V) Survey Monkey (V / cloud) iQuest – Employee Quiz system– hosted on local server Skype – Online interviews Video Phone / Jabber – local and global interactions Watch your Health (V) – Health portal</p> <p>CSOD – Provide Talent Management solution globally DSR Darashaw – Provides physical archiving of employee personnel files.</p>	<p>Primary production data centers are in Baltimore and Calgary.</p> <p>Backups are done to disk and tape</p> <p>Email Office 365 hosted solution provides failover/redundancy for US mail system; Canada Email system runs out of Tier-3 Data Center.</p> <p>Cloud based platforms have established fail-over capabilities.</p> <p>Infrastructure redundancy has been established including hardware and circuit redundancy in the Baltimore and Calgary datacenters.</p> <p>There are three premise-based phone systems in: Calgary, Baltimore and the Mumbai operations center. Same set-up for all three systems. If damage to one phone system/site, calls would need to be re-directed to Ohio or Manila. In Mumbai, incoming calls go through the Baltimore system. Outgoing are through local carrier. The Contact Center in Baltimore controls call delivery to agents registered to the Baltimore and Calgary Phone Systems.</p>

Business Group/ Department:	Critical Business Functions/Services:	Recovery Time Objective (RTO):	Technology & Vendor Dependencies	Critical Functions: Recovery Strategies
			<p>Epredix (CEB assessment tool) – web-based assessment tool for applicants Typing Test.com – web-based assessment tool for applicants VPN/Citrix Zalamea Online Platform for Employee Retirement Plan Survey Monkey Job Portals – e.g. Jobstreet Globe Text Connect Google (for vendor/supplier searches) Maxicare Online Services</p> <p>Vendors: Legiant USICG– Benefits Administrator, Ceridian ADP Payroll Benefits Third Party Providers Maxicare Jobstreet & other Job portals CEB – ePredix assessment tool GLOBE OHS – Labcorp, Quest, eScreen, i3Screen, Concentra, Psycmedic, etc. Criminal – vendors, FACIS, OIG, Accurint (ENW), DOJ, etc. Verif - TALX, verify jobs, NSC, NPDB Order Creation – accurint, TU (trace/credit)</p>	

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Business Group/ Department:	Critical Business Functions/Services:	Recovery Time Objective (RTO):	Technology & Vendor Dependencies	Critical Functions: Recovery Strategies
Product Management Impact Non-Datacenter Related	Client Platform-Fulfillment Setup & Support -System Automation/Interface	Within 24 hours	PRISM/MIPS MVR Gateway Argentum Fulfillment APIs SmartData SSF Broker VIF Admin Client (Sterling West) TALX/NSCH Accurint Office Suite BackCheck 2.0 eConsent Canada Wiki US Wiki	Align with DR strategy for IT to ensure key platforms are available to service the clients. Canada Wiki is hosted in Tier 3 Datacenter, backed up and configured for High Availability. US Wiki is hosted in Tier 3 Datacenter, backed up and configured for High Availability.

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4.0 RECOVERY STRATEGIES

4.1 Loss of Facility Recovery Strategy

Key Strategies:

- *Account Management (Tier 1) can be maintained working remote – North America & UK.*
- *Client Support services (Tier 2-4) can be load balanced between other designated locations. In UK, specifically, remote employees will maintain client support*
- *Fulfillment/Operations services in all locations will be load balanced between other designated locations and remote computing enabled.*
- *Continue to expand client services and operations head count and cross training at other existing sites to load balance and minimize risk if one site experiences a facility outage. Where this is infeasible due to space considerations, remote workers can also help with load balancing.*
- *Critical back office support functions will be managed and performed remotely. (HR, IT, Communications)*

The impacts discussed in the critical business functions assume that the impact a disaster has, does *not* cause the total loss of our datacenter and/or network services. The present cutover capability for a total datacenter loss is: Order Entry on Screening Direct, Work Force Direct, and VV – recovery within 48 hours; SFDC, US O365, & NetSuite recovery in < 1hr. All other services and systems, such as Fulfillment, Client integrations, VDI, US Phones (includes India Operations) will take approximately 3 weeks to recover. While the likelihood of such a loss is highly improbable in statistical terms, it remains a caveat until the DR enhancements currently underway are executed (1st Quarter 2019), by which time we are forecasted to be able to overcome such a loss within 72 hours.

In the event that a Sterling office experiences a significant disruption to the facility, the local Incident Coordinators and Incident Management Team (IMT) will ensure everyone is safe and accounted for and will have employees remain at home until further direction is provided by the IMT. The Preparis system will be utilized for broadcast data and event management. The system can communicate via SMS, E-Mail, and Telephone.

The IMT and local site Incident Coordinator(s) will convene by conference call if the facility cannot be occupied or travel is restricted to assess the situation and provide necessary direction to the impacted business functional team leadership as defined in the Sterling Incident Management Plan. The Preparis notification alert system and other local office communication protocols will be utilized by the IMT and local Incident Coordinators to ensure all personnel are well informed of the incident and the BCP Recovery Team Leaders received the appropriate direction to begin recover efforts. Facilities, IT, HR, Communications members of the IMT will provide necessary guidance and ongoing support to the BCP Recovery Team Department Leads on recovery efforts and required directions.

The recovery strategies to maintain and perform critical business functions will vary based on the severity and length of the facility outage as well the functional teams and location impacted. The following recovery strategies are outlined below by each functional team.

Client Service

Account Management for Tier 1 clients can be maintained and managed through remote access and direct contact with the clients. Client support service is a function that requires centralized activities. The strategy is that if a facility is impacted where client service is performed, the work will be shifted to other locations and will load balance the additional call volume until the existing facility or alternate worksite is re-established. Additionally, client service reps based in UK will manage support through remote access and direct contact with the clients

Operations

Similar to the client services functions, the operations functions are performed in various locations.

Fulfillment

If a facility outage impacts any location, the recovery strategy is to shift the work to other locations, and/or have employees work remotely until the existing site can be re-entered or an alternate site is identified. In an outage that affects Mumbai or Manila, they will load balance each other. In an outage that affects Surrey or Montreal, they will load balance each other, and/or have employees work remotely. In an outage that affects Swansea (UK), employees work remotely

Verifications

In an outage that affects Mumbai or Manila, they will load balance each other. In an outage that affects Surrey or Montreal, they will load balance each other, and/or have employees work remotely.

Public Records

A team of public record specialists in Mumbai employees to work remotely.

OHS

In an outage that affects Mumbai or Ohio, they will load balance each other, and/or have employees work remotely.

The leadership team continues to assess and expand cross training and personnel in other locations to further load balance the work volume and types of services performed in each location.

Back Office Support

The back office support functions that are identified as critical to support the business operations can primarily be performed in a remote setting if impacted. This primarily includes HR, Communication, Product Management and IT functions. IT and Product Management will work jointly to ensure systems and system platforms are operational and will collaborate remotely or at the data center(s). Payroll and personnel support will be handled remotely and communication utilizing the Prepara notification system will provide appropriate guidance, updates, and instructions to the impacted employees and recovery team leads.

Temporary office space or even conference room space at a hotel/conference center will be utilized as an interim solution for required meetings. Conference call features of the system and business team specific system updates will allow for remote collaboration and updates for team members that are decentralized.

Based on the severity of the facility impact, the IMT will partner with the building property management and real estate resources to identify alternate work space. The IMT will relocate the functional teams in priority order to the new/temporary office space based on functional recovery priorities defined below. This strategy will allow for critical functions to be maintained for a temporary time period until the existing office can be repaired or a new office space is established.

Though each business area of the organization handles hard copies/paper documents on a daily basis, the majority of critical documents required to conduct current work is available in electronic format or can be re-created from another source with minimal impact. Strategies to mitigate this risk are being assessed by each department of the organization to ensure all critical documents are available in electronic format.

Loss of Facility Risk Summary Matrix *Excluding Data Center Loss*

Below is a risk based categorization of each business functional area of Sterling. Each department's risk ranking determines their respective recovery strategy for support and prioritization by the IMT.

Functional Areas	Risk Category	Recovery Priority
<ul style="list-style-type: none"> - Incident Management Team (Initial Response & Recovery Processes) - IT/Product Management Support-Impacted Site & Data Center. - Operations-Fulfillment (Re-direct/Re-locate) - Client Services (Re-direct/Re-locate) - Initial Employee/Client Communications - 	High Risk	Immediate priority. (Initial 12-24 hours). Redirect functions and support recovery efforts and relocation as required.
<ul style="list-style-type: none"> - HR- Payroll - Facilities- coordinate recovery/alternate site efforts - Marketing support for Client Services and Employees 	Medium Risk:	Recovery of time sensitive functions and processes. (24-72 hours)
<ul style="list-style-type: none"> - Non-essential functional team members (all groups) 	Low Risk:	Will remain at home and on call to be available as needed. (3 days- several weeks)

Rest of page left intentionally blank to keep tables intact.

4.2 Loss of People Recovery Strategy

Key Strategies:

Department team members are present and have sufficient knowledge and cross training to maintain critical business functions in the same locations. Continued expansion of personnel across locations and additional cross training is ongoing.

In the event of a significant loss or unavailability of personnel at Sterling, non-critical work will be stopped and available personnel will be reassigned to perform critical business services where possible. Based on the BIA department reviews conducted, there is appropriate knowledge in the local offices to maintain critical functions. Other office locations have varying levels of knowledge to perform the functions but cross-training and resource allocation continues to be expanded to properly load balance the offices with the necessary expertise and capabilities to handle the work volume.

HR will work with the Incident Management Team and Department Leads to support issues concerning pandemic alerts, injuries, fatalities, unavailability and application of personnel policies during recovery. The planning goal is to enable each office to be properly prepared to respond to a loss of people threat condition and to protect the organization's critical assets.

The following matrix outlines functional team members risk rating due to their criticality to support the business operations, specialized function, member count and expertise if they experienced a loss/unavailability of personnel. Each department outlines specific people strategies and support resources necessary to perform critical business functions if the primary personnel are not present.

Loss of People Risk Summary Matrix

Department	Risk Category	Risk Description
<ul style="list-style-type: none">- Executive Leadership- Incident Management & Recovery Team (Department Leads)- IT- Product Management- Account Management	High Risk	<ul style="list-style-type: none">- Critical Assignment Roles- Specialized Functions/Experience- Mission Critical Timeline
<ul style="list-style-type: none">- Operations- Client Services- HR- Marketing- Facilities	Medium Risk	<ul style="list-style-type: none">- Important Deadlines/Turnaround- High Volume with extended delays- Specialized Role or Single Source
<ul style="list-style-type: none">- Back office-non-essential resources-non client services	Lower Risk	<ul style="list-style-type: none">- Expanded/Delayed Timeline- Redundancy/Backups- Replication of Service Data

4.3 Loss of Technology Recovery Strategy

Key Strategies:

- *The US IT production environment (network, applications, and phone systems) is operated out of a Tier 3 data center in Baltimore, MD. The data center has redundant power, circuits and hardware capabilities in the datacenter. Our Canadian Operations utilize a Tier 3, best-in-class data center in Calgary, Alberta. The data center has redundant power, circuits, and hardware capabilities.*
- *Remote access available utilizing a company laptop is in place for account management and key back office leadership (North America only).*
- *In US Operations, Email and certain core production platforms have been moved to cloud-hosted providers. This provides redundancy and accessibility of employees over the internet remote. Our Canadian Operations host Email services and other core platforms from the aforementioned data center in Calgary.*
- *Ongoing investments in 2018 will continue to enhance the recovery time for VDI, telephones, and other fulfillment systems*

The Sterling IT production network environment and core applications are hosted at an SSAE-16 certified Tier 3 colocation data center in Baltimore, MD monitored 24X7 that provides the highest levels of redundancy and protection from environmental events. The list of the core production systems are listed below in priority order.

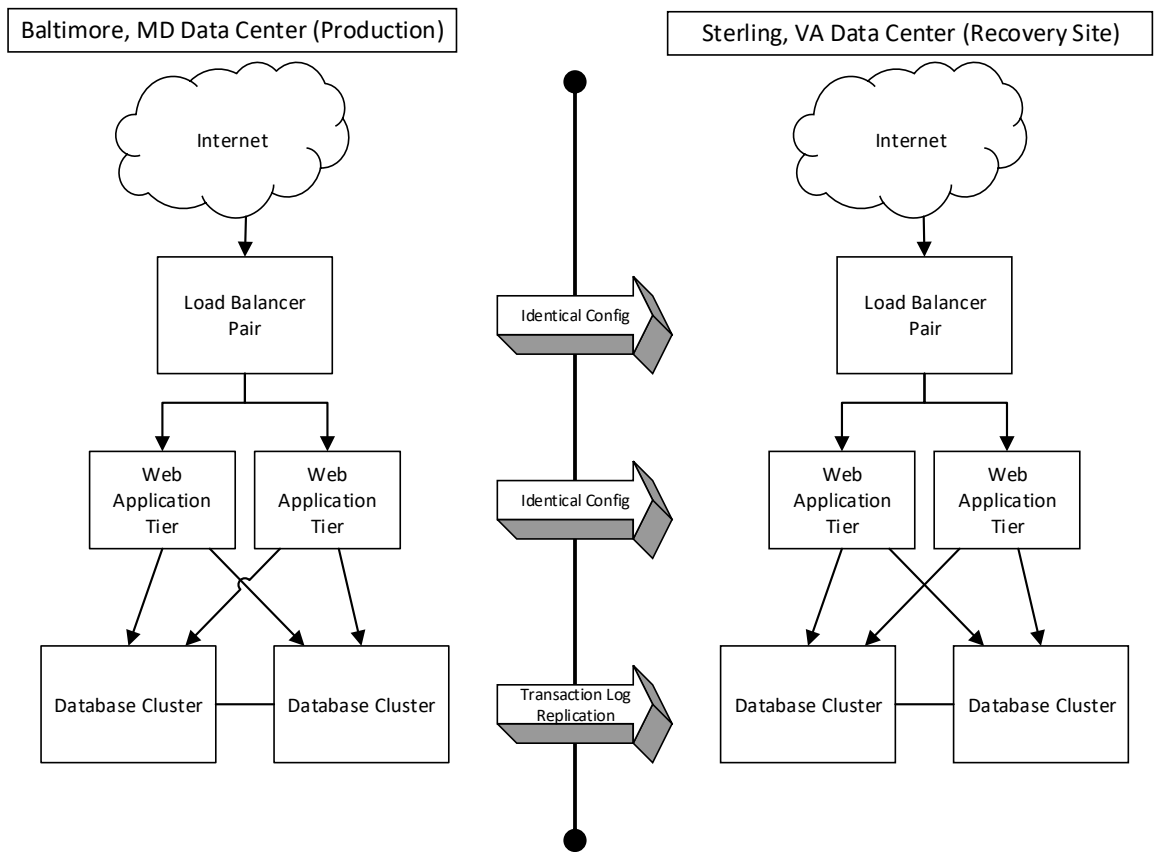
Email- (Office 365-cloud-based in the US, and in Canada it is hosted at a Tier 3 Datacenter) and other vendor hosted applications (i.e. Salesforce) can be accessed anywhere the internet is available. There is a reliance on the vendor's DR capabilities that includes replication/failover to minimize downtime for access to systems.

Invariably, pieces of information technology do fail from time to time. In these cases, Sterling Talent Solutions is prepared to recover from these scenarios through the following techniques:

Backups – Sterling Talent Solutions utilizes database and server backup software to protect physical and virtual workloads. Database backups are offloaded to a secondary enterprise SAN for protection against data loss and data corruption. Database and server backups can be restored in-place for immediate recovery in the primary datacenter, or restored to similar or dissimilar hardware for testing and for recovery in a hardware-fault situation.

Replication – Transaction log replication is implemented between primary and secondary sites for Order Entry/Capture systems. This ensures that customer and order data is backed up to our secondary site in near real-time and protected in the event of a primary data center technology or environmental failure.

DR Site Failover – Failover for Order Entry systems from the primary site to the recovery site is outlined in the diagram below. These failover capabilities are tested on an annual basis.



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Listed below are the IT system dependencies that require the highest recovery priority to align with the recovery objectives.

IT Recovery Priorities: Core System Requirements

Function	Systems
Order Entry/Capture	Screening Direct – Recruiter Portal Workforce Direct – Candidate Portal Verified Volunteers – Volunteer Portal Integrations (CLIP) – Integrated Clients (background check ordering is directly integrated with their Application Tracking System (ATS))
Operations/Verifications/Client Service	Admin Client – Management Portal IFN/Argentum – Manual Court Couriers for Local Jurisdictions MIPS/PRISM – CourtDirect interface. Smart Data – Candidate Scoring for Recruiter OHS/DrugPak – Drug testing MVR – Motor Vehicle Records AISS/Axcess SalesForce
BackOffice IT System Requirements	Contact Center Phone System Email Fax H Drive access (department shares) VDI

Rest of page intentionally left blank.

4.4 Loss of Vendor Services Recovery Strategy

Critical vendors and service providers that the Sterling business teams rely upon have been identified in the BIA Matrix for each department. If a primary vendor/service provider experiences a crisis of its own, then Sterling requires that either the vendor has sufficient DR recovery capabilities, or Sterling has identified alternate providers to whom those business-critical functions can be migrated as a replacement. As a standard process, Sterling will conduct routine vendor/service provider risk assessments of their current service providers to ensure appropriate DR strategies are in place and where gaps, alternate options are considered.

Listed below are the critical service providers/vendors that Sterling is reliant on.

Rest of page intentionally left blank.

Department	Service Provider Name/Function
Operations	OHS – Labcorp (US), Quest (US), eScreen (US), i3Screen (US), Concentra (US), Psycmedic (US), etc. Criminal – US court runners or vendors, FACIS (US), OIG (US), Accurint-ENW (US), DOJ (US), etc. Verif - TALX (US), Verifyjobs (US), NSCH (US), NPDB (US) Order Creation – Accurint (US), TU-trace/credit (US)
Human Resources	Legiant (US) USICG– Benefits Administrator (US), Ceridian – Payroll Provider US and CAN ADP Payroll Provider UK and India Benefits Third Party Providers (Global) Ultipro - Global <u>India:</u> CSOD – Provide Talent Management solution globally DSR Darashaw – Provides physical archiving of our employee personnel files. Recruitment agencies (we work with approximately 20 agencies in & outside Mumbai) Some critical one's are: Cigniti, Radford, FOCUS, Futurz, Equations, Mentorur, Copper Gate, Genius Consultants, Genetic Callnet and Select Smart. <u>Philippines:</u> Maxicare (Health provider; provider of Doctors & nurses REIA Shuttle services Pantry concessionaire Security & Housekeeping agencies GLOBE Jobstreet & other Job portals Search Agencies CEB – ePredix assessment tool
Marketing	Salesforce (US) Pardot (US) WordPress (US)

IT	IT Telecom Providers			
	Location Name	Carrier	Carrier Service	LEC
	Baltimore, MD	AT&T	MPLS 1G/1G	Verizon
	Baltimore, MD	CenturyLink	MPLS 1G/1G	Zayo
	Baltimore, MD	CenturyLink	SIP Trunks (450 over CenturyLink MPLS)	
	Baltimore, MD	Masergy	MPLS 250M/1G	
	Baltimore, MD	OneStream	SIP Trunks (400 over Masergy MPLS)	
	Baltimore, MD	Tier Point	ISP 1G/1G	Multiple
	Baltimore, MD	CenturyLink	ISP DDOS/1G Burstable	Zayo
	Baltimore, MD	Verizon	LD PRI	
	Baltimore, MD	Verizon	LD PRI	
	Baltimore, MD	Windstream	LD PRI	
	Baltimore, MD	Windstream	LD PRI	
	Baltimore, MD	Zayo	PTP 10G/10G	
	Bellevue, WA	AT&T	MPLS 100M/1G	ELI
	Bellevue, WA	CenturyLink	MPLS 100M/1G	CenturyLink
	Bothell, WA	AT&T	MPLS 300M/1G	L3 (TW Telecom)
	Bothell, WA	CenturyLink	MPLS 300M/1G	Frontier
	Calgary, AB	Masergy	MPLS 100M/1G	
	Calgary, AB	OneStream	SIP Trunks (100 over Masergy MPLS)	
	Calgary, CA	AT&T	MPLS 100M/1G	Telus
	Calgary, CA	Centurylink	MPLS 100M/1G	Shaw
	Cleveland, OH	AT&T	MPLS 100M/1G	SBC
	Cleveland, OH	CenturyLink	MPLS 100M/1G	Time Warner
	Ft. Collins, CO	CenturyLink	MPLS 50M/100M	CenturyLink
	Manila, PH (McKinley)	AT&T	MPLS 100M/100M	PLDT
	Manila, PH (McKinley)	CenturyLink	MPLS 100M/100M	Globe
	Manila, PH (Cubao)	AT&T	MPLS 100M/1G	PLDT
	Manila, PH (Cubao)	CenturyLink	MPLS 100M/100M	Globe
	Marietta, GA	AT&T	MPLS 100M/1G	ATT (Bell South)
	Marietta, GA	CenturyLink	MPLS 100M/1G	AT&T (Bell South)
	Montreal, CAN	AT&T	MPLS 50M/100M	Rogers
	Montreal, CAN	CenturyLink	MPLS 50M/50M	Bell Canada
	Mumbai, IN	AT&T	MPLS 300M/300M	Bharti
	Mumbai, IN	CenturyLink	MPLS 300M/1G	Tata
	Mumbai, IN	Vodafone	MPLS 35M/Ethernet (Primary)	Bharti
	Mumbai, IN	Vodafone	MPLS 35M (Secondary)	Reliance
	Mumbai, IN	Vodafone	SIP Trunks (over Vodafone MPLS)	
	NYC, NY	AT&T	MPLS 100M/1G	LightTower
	NYC, NY	CenturyLink	MPLS 100M/1G	Verizon
	Roseville, CA	AT&T	MPLS 100M/100M	ATT (Pac Bell)
	Roseville, CA	CenturyLink	MPLS 50M/100M	PacBell/ATT
	Seattle, WA	AT&T	MPLS 100M/1G	
	Seattle, WA	CenturyLink	MPLS 100M/1G	No LEC
	Sterling, VA	AT&T	MPLS 100M/1G	ATT (LNS)
	Sterling, VA	CenturyLink	MPLS 100M/1G	No LEC
	Sterling, VA	CenturyLink	ISP 1G Burstable	No LEC
	Sterling, VA	Zayo	PTP 10G/10G	
	Surrey, BC	AT&T	MPLS 100M/1G	Shaw
	Surrey, BC	CenturyLink	MPLS 100M/100M	Telus
	Swansea, UK	AT&T	MPLS 100M/100M	Colt
	Swansea, UK	CenturyLink	MPLS 50M/100M	VodaFone
	AWS			
	Azure			
	All other IT systems listed in critical business functions list that support business operations.			
Product Management	NA			
Client Services	NA			

STERLING INFOSYSTEMS, INC.

D-U-N-S® 04-005-9586
Mailing PO BOX 3876
Address Seattle, WA 98124
Headquarters 1 State St Fl 24,
New York, NY 10004
Website:
www.sterlinginfosystems.com

Phone 800 899-2272

Business Information Report

Purchase Date: 09/13/2018
Last Update Date: 08/28/2018
Attention: Kimberly

Executive Summary

Company Info

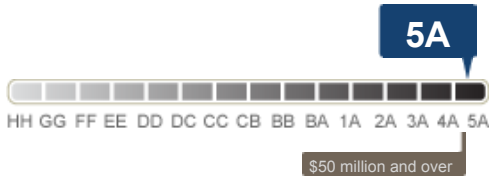
Year Started	1975	Employees Here	Undetermined at this location
Control Year	2015	Working Capital	\$70,006,000
CEO	WILLIAM GREENBLATT, CHB-CO-CEO	Trade Styles	STERLINGBACKCHECK; STERLING TALENT SOLUTIONS
Employees	15	Net Worth	\$721,882,000

D&B Rating

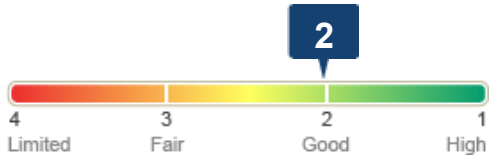
D&B Rating

5A2

Financial Strength

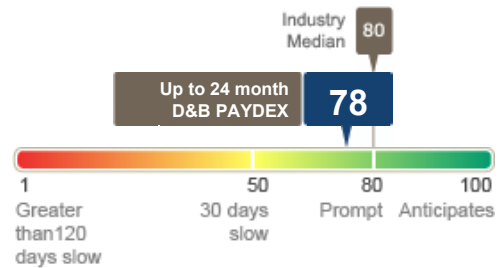


Composite Credit Appraisal

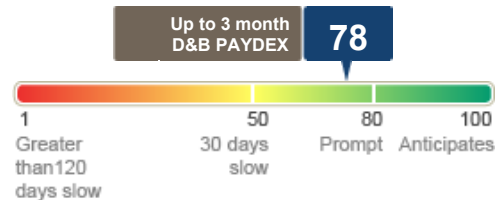


D&B PAYDEX®

Up to 24 month D&B PAYDEX



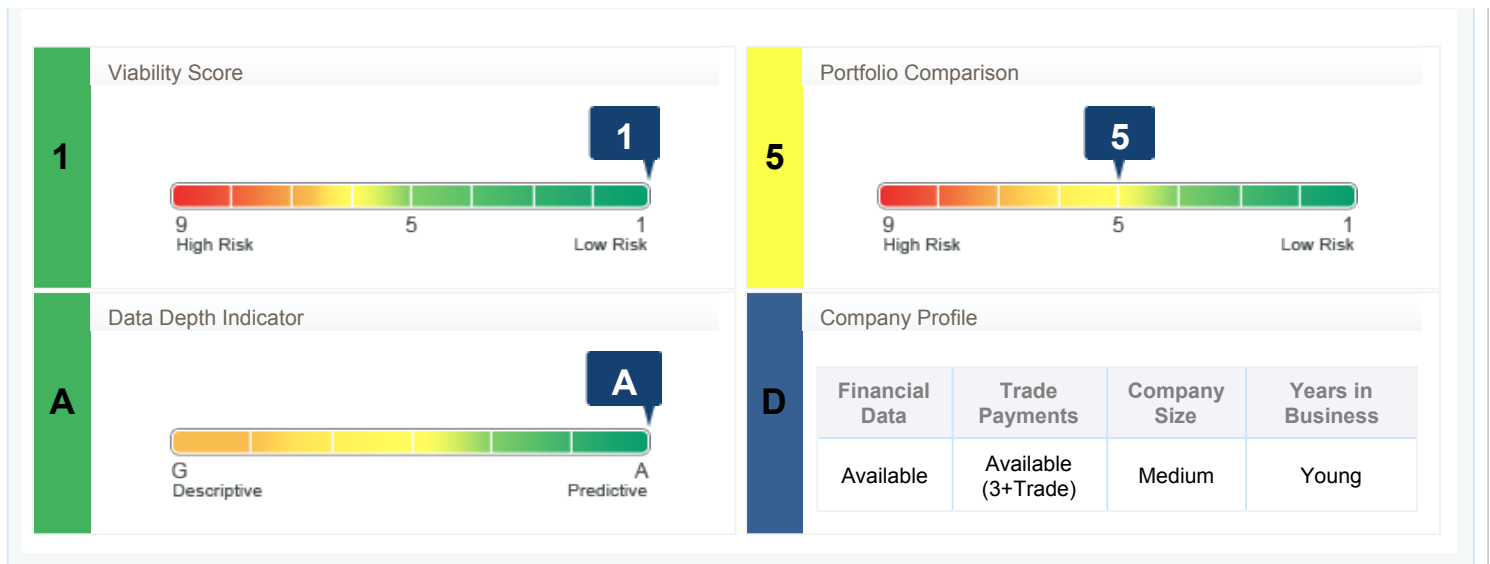
Up to 3 month D&B PAYDEX



D&B Viability Rating

D&B Viability Rating

1 5 A D



Business Information

Business Summary

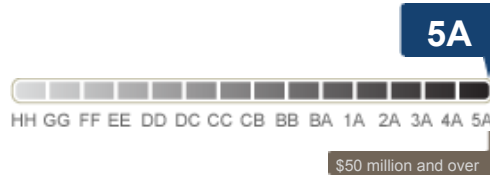
Branch & Division	YES
Financing	SECURED
Financial Condition	GOOD
SIC	7375 Information retrieval services, detective/armored car services
NAICS	519190 All Other Information Services
History Status	CLEAR

Credit Capacity Summary

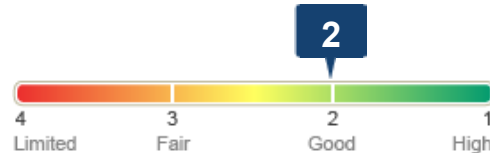
D&B Rating

5A2

Financial Strength



Composite Credit Appraisal

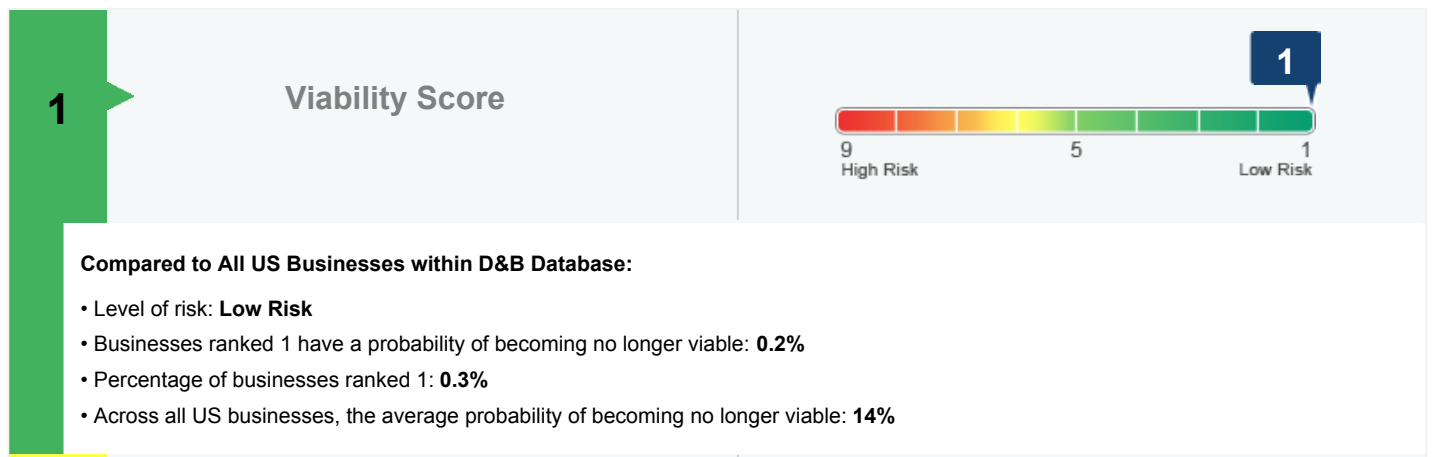


Prior D&B Rating	5A2
Rating Date	08/24/2018

Payment Activity (based on 57 experiences)	USD
Average High Credit	\$47,622
Highest Credit	500,000
Total Highest Credit	1,478,500

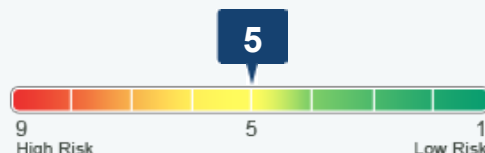
D&B Viability Rating

The D&B Viability Rating uses D&B's proprietary analytics to compare the most predictive business risk indicators and deliver a highly reliable assessment of the probability that a company will no longer be in business within the next 12 months.



5

Portfolio Comparison



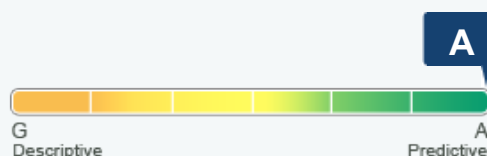
Compared to all Businesses within the same MODEL SEGMENT:

Model Segment: **Available Financial Data**

- Level of risk: **Moderate Risk**
- Businesses ranked 5 within this model segment have a probability of becoming no longer viable: **0.5%**
- Percentage of businesses ranked 5 within this model segment: **11%**
- Within this model segment, the average probability of becoming no longer viable: **0.6%**

A

Data Depth Indicator



Data Depth Indicator Details:

- ✓ Rich Firmographics
- ✓ Extensive Commercial Trading Activity
- ✓ Comprehensive Financial Attributes

D

Company Profile

Financial Data	Trade Payments	Company Size	Years in Business
Available	Available (3+Trade)	Medium	Young

Company Profile Details:

- Financial Data: **Available**
- Trade Payments: **Available** (3+Trade)
- Business Size: **Medium** (Employees: 10-49 or Sales: \$100K-\$499K)
- Years in Business: **Young** (<5)

Business History

Officers

WILLIAM GREENBLATT, CHB-CO-CEO;
 JOSH PEIREZ, CO-CEO;
 RICHARD SELDON, PRES;
 DANIEL P OBRIEN, CFO;
 ALLA SCHAY, CHIEF GLOBAL CLIENT OFFICER;
 VIKAS VIG, EXEC V PRES;
 DANIELLE KORINS, CHIEF HR OFFICER;
 BILLY GOLDSTEIN, EVP M&A;
 GV PRASAD, HEAD OF GLOBAL OPERATIONS;
 STEVE BARNETT, GENERAL COUNSEL;
 SRAVANA KARNATI, CTO;
 LOU PAGLIA, CIO;
 VAL POLTORAK, EVP, PRODUCT VERTICALS

Directors

THE OFFICER(S)

As of 08/28/2018

The Delaware Secretary of State's business registrations file showed that Sterling Infosystems, Inc. was registered as a Corporation on April 14, 2003, under filing number 3647310.

Business started 1975. Present control succeeded Jun 2015.

RECENT EVENT:

On November 6, 2017, sources stated that Sterling Infosystems, Inc., New York, NY, has completed the acquisition of the commercial segment business of SureID, Inc., Hillsboro, OR, on October 19, 2017. With the acquisition, the commercial segment, which will retain the brand name SureID as a separate business unit of Sterling and the non-commercial segments of SureID, Inc. will operate under a new assumed business name, Fortior Solutions. Terms of transactions were not disclosed.

In Jun 2015, Calera Capital, the former parent company, completed the sale of its majority interest in SterlingBackcheck to Goldman Sachs Merchant Banking Division and La Caisse de depot et placement du Quebec. William Greenblatt continues to maintain a minority ownership interest in the company.

WILLIAM GREENBLATT born 1957. 1975-present active here.

JOSH PEIREZ. July 2018-present active here. Previously, served as President and COO of Dun & Bradstreet.

RICHARD SELDON. 2000-present active here.

DANIEL P OBRIEN. 2014-present active here. Before joining Sterling, spent much of his career in the telecommunications industry as CFO of Hawaiian Telcom, a former Verizon subsidiary, Global Crossing, Genuity and GTE Corporation. Led the \$2 billion initial public offering for the company as its Chief Financial Officer. As CFO for GTE Corporation, he took a leading role in the company's merger with Bell Atlantic. This merger led to the formation of Verizon in June 2000. Served as CFO of Jackson Hewitt, where he worked to complete the debt restructuring for the company. Holds an M.B.A. from the University of Chicago Graduate School of Business and a B.S. from Boston College.

ALLA SCHAY. 2007-present active here. Prior to joining Sterling, held senior and strategic positions at Wolters Kluwer Corporate Legal Services (CLS). Previously Principal Management Consultant at PricewaterhouseCoopers (PwC). Received her bachelor's degree from the College of William and Mary.

VIKAS VIG. 2003-present active here.

DANIELLE KORINS. Previously active with Yodle, PVH Corp, Dow Jones, Bank of America and Smith & Nephew. Holds a Bachelor in Business from Iseabreg School of Management, UMass Amherst and an Executive business certificate program from MIT Sloan School of Management.

BILLY GOLDSTEIN. 2015-present active here. Previously active with Persevent Group LLC, and Star Mountain Capital. Managing Director, Head of North America Telecom Merchant Banking at Macquarie Capital. From 1998 through 2009, with Goldman Sachs. Holds an MBA from Harvard Business School, and a BSE in electrical engineering from the University of Pennsylvania .

GV PRASAD. 2016-present active here.

STEVE BARNETT. January 2016-present active here.

SRAVANA KARNATI. Previously active with Expedia, Disney, Amazon, and Oracle. Holds a Ph.D. in AI Applications in Chemical Engineering from The Ohio State University.

LOU PAGLIA. 2015-present active here. Hes previously held executive roles at Jirafe, Infogroup, Snagajob, Dow Jones Factiva, MTV Networks and About.com. Holds an MBA from MIT Sloan School of Management and a BBA from James Madison University in Computer Information Systems.

VAL POLTORAK. 2017-present active here.

William Greenblatt is also an officer in the following:

Sterling Testing Systems Inc, New York, NY, started 1986. Performs background investigations and drug testing. Intercompany relations consists of shared employees and facilities.

AFFILIATES:

The following are related through common principals, management and/or ownership: Sterling Testing Systems Inc, New York, NY. Started '2009'. DUNS #012720575. Intercompany relations: None reported by management.

Shareholders:

Goldman Sachs, New York, NY. Operates as an investment company.

La Caisse de depot et placement du Quebec. Operates as an investment company.

William Greenblatt-Founder and Co-CEO of subject company.

Business address has changed from 249 W 17th St Fl 6, New York, NY, 10011 to 1 State St Fl 24, New York, NY, 10004.

Business Registration

CORPORATE AND BUSINESS REGISTRATIONS REPORTED BY THE SECRETARY OF STATE OR OTHER OFFICIAL SOURCE AS OF Sep 02 2018:

Registered Name	STERLING INFOSYSTEMS INC.	Registration ID	12024407	Principals	
Business Type	DOMESTIC CORPORATION	Duration	PERPETUAL		
Corporation Type	PROFIT	Status	ACTIVE/COMPLIANCE	Name	Title
Incorporated Date	03/16/2012	Status Attained Date	03/08/2018	CLARE HART	CHIEF EXECUTIVE OFFICER
State of Incorporation	GEORGIA	Where Filed SECRETARY OF STATE/BUSINESS SERVICES AND REGULATIONS/CORPORATE DIVISION , ATLANTA , GA		1 STATE STREET PLAZA 24TH FLOOR, NEW YORK, 100040000, NY	
Filing Date	03/16/2012			DANIEL O'BRIEN	CHIEF FINANCIAL OFFICER
		Registered Agent	PARACORP INCORPORATED 453 HARDY IVES LANE, LAWRENCEVILLE, GA 300450000	1 STATE STREET PLAZA 24TH FLOOR, NEW YORK, 100040000, NY	
				STEVE BARNETT	SECRETARY
				1 STATE STREET PLAZA 24TH FLOOR, NEW YORK, 100040000, NY	

Government Activity Summary

Activity Summary		Possible candidate for socioeconomic program consideration	
Borrower	No	Labor Surplus Area	N/A
Administrative Debt	No	Small Business	N/A
Grantee	No	Women Owned	N/A
Party Excluded from Federal Programs	No	Minority Owned	Yes
Public Company	N/A		
Contractor	No		
Importer/Exporter	N/A		

The details provided in the Government Activity section are as reported to Dun & Bradstreet by the federal government and other sources.

Operations Data

As of 08/28/2018

Description: Provides information retrieval services, specializing in data base information. Provides detective, guard or armored car services, specializing in detective services.

Has 10,000 account(s). Terms are Net 30 days. Sells to retailers and commercial concerns. Territory : Local.

Nonseasonal.

Employees: 15 which includes officer(s). Undetermined employed here.

Facilities: Rents 40,000 sq. ft. in a building.

Industry Data

SIC		NAICS	
Code	Description	Code	Description
73759901	Data base information retrieval	519190	All Other Information Services
73810200	Detective services	561611	Investigation Services

Family Tree

Branches Domestic

STERLING
INFOSYSTEMS, INC.;
(D-U-N-
S@:07-849-6272)
AKA: OCCUPATIONAL
HEALTH AND SAFETY
DEPARTMENT
4511 ROCKSIDE RD,
INDEPENDENCE, OH
44131-2199

Subsidiaries Domestic

BISHOPS SERVICES
INCORPORATED;
(D-U-N-
S@:14-463-5661)
1 STATE ST FL 24,
NEW YORK, NY
10004-1561

ABSO
(D-U-N-
S@:12-507-1345)
101 CREEKSIDE
RIDGE CT FL 2,
ROSEVILLE, CA
95678-3595

STS SID LLC
(D-U-N-
S@:08-131-4177)
AKA: SUREID
10220 SW
GREENBURG RD STE
301,
PORTLAND, OR
97223-5506

Subsidiaries Global

Sterling Talent
Solutions Canada Corp;
(D-U-N-
S@:20-341-5963)
19433 96 Ave Suite
200,
SURREY, GREATER
VANCOUVER V4N
4C4,
CA

Checkwell Solutions
Corporation;
(D-U-N-
S@:25-648-1813)
AKA: BackCheck div of
19433 96 Ave Suite
200,
SURREY, GREATER
VANCOUVER V4N
4C4,
CA

STERLING
INFORMATION
RESOURCES INDIA
PRIVATE LIMITED;
(D-U-N-
S@:67-611-3097)
9th Floor,G-Corp Tech
Park.,
Kasarvadavali,
Ghodbhunder Road.,
THANE, 400615,
IN

STERLING TALENT
SOLUTIONS
PHILIPPINES, INC.;
(D-U-N-
S@:72-207-3152)
5th FloorScience Hub
Tower 4 Building,
McKinley Hill
Cyberpark,
TAGIG, 1634,
PH

This list is limited to the first 25 branches, subsidiaries, divisions and affiliates, both domestic and international. Please use the Global Family Linkage Link above to view the full listing.

Financial Statements

Two Years Comparative Statement			Key Business Ratios (Based on 27 establishments)			
	Fiscal Consolidated Dec 31 2016 USD	Fiscal Consolidated Dec 31 2017 USD		This Business	Industry Median	Industry Quartile
Curr Assets	\$125,737,000	\$140,381,000				
Curr Liabs	78,112,000	70,375,000	Profitability			
Current Ratio	1.61	1.99	Return on Sales	UN	2.0	UN
Working Capital	47,625,000	70,006,000	Return on Net Worth	UN	5.5	UN
Other Assets	1,405,470,000	1,348,231,000	Short Term Solvency			
Worth	701,806,000	721,882,000	Current Ratio	2.0	1.8	2
Long Term Liab	751,289,000	696,355,000	Quick Ratio	UN	0.9	UN
			Efficiency			
			Assets Sales	UN	143.7	UN
			Sales / Net Working Capital	UN	1.9	UN
			Utilization			
			Total Liabs / Net Worth	UN	45.2	UN
			As of 12/31/2017			

Most Recent Financial Statement

As of 08/24/2018

Statement Source

Accountant: PricewaterhouseCoopers LLP, New York, NY.

Accountant's Opinion

A review of the accountant's opinion indicates the financial statements meet generally accepted accounting principles and that the audit contains no qualifications.

. ----- STATEMENT ITEM EXPLANATIONS ----- .

There are intangibles which represent goodwill and other intangible assets.

Contingencies

None.

Non-current assets consist of fixed assets, intangibles and goodwill.

Long term liabilities consist of capital lease obligations, deferred taxes and other liabilities.

CURRENT ASSETS

Consist of cash, accounts receivable, prepaids and income tax receivable.

CURRENT LIABILITIES

Consist of accounts payable, accruals, current portion long term debt, current portion capital lease obligations and other current liabilities.

LIQUIDITY

Liquid assets provide adequate coverage of current liabilities.

On AUG 23 2018 Daniel P Obrien, CFO, submitted the above figures.

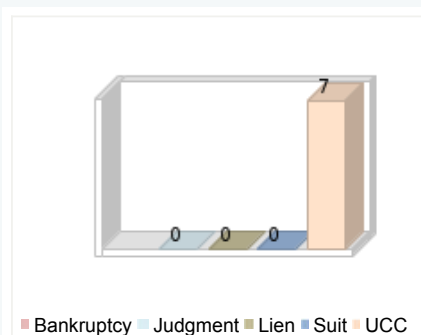
Indicators

Public Filings Summary

The following data includes both open and closed filings found in D&B's database on this company

Record Type	No. of Records	Most Recent Filing Date
Judgment	0	
Lien	0	
Suit	0	
UCC	7	09/26/2016

Public Filings



The following Public Filing data is for information purposes only and is not the official record. Certified copies can only be obtained from the official source.

Full Filings

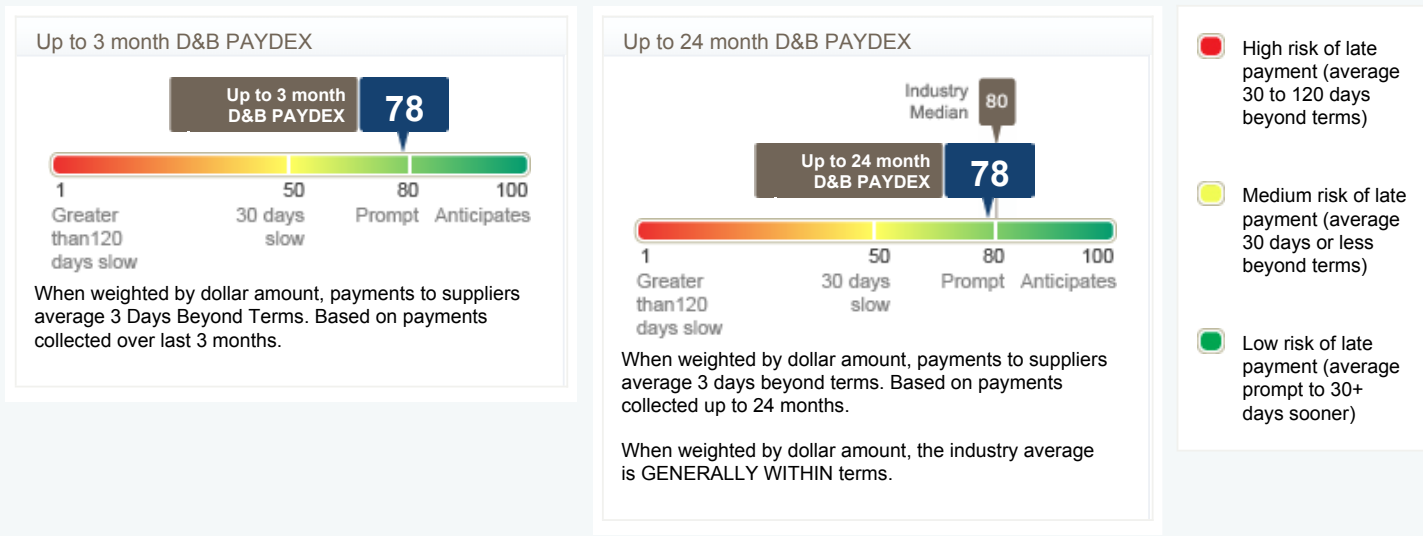
UCC Filings

Collateral	All Assets	Latest Info Received	11/17/2016
Filing No.	2016 4542013	Type	Original
Where Filed	SECRETARY OF STATE/UCC DIVISION, DOVER, DE	Date Filed	07/27/2016
Secured Party	KEYBANK NATIONAL ASSOCIATION, AS COLLATERAL AGENT, CLEVELAND, OH		
Debtor	STERLING INFOSYSTEMS, INC.		
Collateral	All Assets	Latest Info Received	07/28/2015
Filing No.	2015 2640836	Type	Original
Where Filed	SECRETARY OF STATE/UCC DIVISION, DOVER, DE	Date Filed	06/19/2015
Secured Party	KEYBANK NATIONAL ASSOCIATION, AS COLLATERAL AGENT, CLEVELAND, OH		
Debtor	STERLING INFOSYSTEMS, INC.		
Collateral	Leased Inventory and proceeds - Chattel paper and proceeds	Latest Info Received	05/05/2011
Filing No.	2011 1351124	Type	Original
Where Filed	SECRETARY OF STATE/UCC DIVISION, DOVER, DE	Date Filed	04/11/2011
Secured Party	CISCO SYSTEMS CAPITAL CORPORATION, SAN JOSE, CA		
Debtor	STERLING INFO SYSTEMS, INC.		
Filing No.	2011 1365280	Latest Info Received	05/05/2011
Where Filed	SECRETARY OF STATE/UCC DIVISION, DOVER, DE	Type	Amendment
Secured Party	CISCO SYSTEMS CAPITAL CORPORATION	Date Filed	04/12/2011
Debtor	STERLING INFOSYSTEMS, INC.	Original Filing No.	2011 1351124
Filing No.	20161813714	Latest Info Received	05/12/2016
Original UCC Filed Date	04/11/2011	Type	Continuation
Where Filed	SECRETARY OF STATE/UCC DIVISION, DOVER, DE	Date Filed	03/28/2016
Secured Party	CISCO SYSTEMS CAPITAL CORPORATION, SAN JOSE, CA	Original Filing No.	2011 1351124
Debtor	STERLING INFO SYSTEMS, INC.		
Collateral	Leased Equipment and proceeds	Latest Info Received	04/25/2016
Filing No.	1604155443615	Type	Original
Where Filed	SECRETARY OF STATE/UCC DIVISION, ALBANY, NY	Date Filed	04/15/2016
Secured Party	DE LAGE LANDEN FINANCIAL SERVICES, INC., WAYNE, PA		
Debtor	STERLING INFOSYSTEMS INC.		
Filing No.	20165880651	Latest Info Received	11/08/2016
Original UCC Filed Date	03/02/2007	Type	Continuation
Where Filed	SECRETARY OF STATE/UCC DIVISION, DOVER, DE	Date Filed	09/26/2016
Secured Party	JPMORGAN CHASE BANK, N.A., WHITE PLAINS, NY	Original Filing No.	2007 0799808
Debtor	STERLING INFOSYSTEMS, INC.		

The public record items contained in this report may have been paid, terminated, vacated or released prior to the date this report was printed. Additional UCC and SLJ filings for this company can be found by conducting a more detailed search in our Public Records Database.

Paydex

Shows the D&B PAYDEX scores as calculated up to 3 months and up to 24 months of payment experiences.



Payment Trend	up *	Total Payment Experiences for the HQ	57	Highest Now Owing	\$400,000
Payments Within Terms	95%	Total Placed for Collection	0	Highest Past Due	\$45,000
Average High Credit	\$47,622	Largest High Credit	\$500,000		

* compared to payments three months ago

Payment Summary

The Payment Summary section reflects payment information in D&B's file as of the date of this report.

There are 57 payment experiences in D&B's file, with 24 experiences reported during the last three month period. The highest Now Owes on file is \$400,000. The highest Past Due on file is \$45,000.

Top 10 Industries								
Industries	Total Received	Total Amounts	Largest High Credit	Within Terms (%)	Days Slow (%)			
					0-30	31-60	61-90	90+
Telephone communictns	10	\$221,100	\$100,000	100	0	0	0	0
Misc business service	2	402,500	400,000	100	0	0	0	0
Radiotelephone commun	2	155,000	100,000	68	0	32	0	0
Electric services	2	2,600	2,500	100	0	0	0	0
Whol computers/softwr	1	500,000	500,000	100	0	0	0	0
Business consulting	1	95,000	95,000	50	50	0	0	0
Prepackaged software	1	35,000	35,000	100	0	0	0	0
Nonclassified	1	30,000	30,000	100	0	0	0	0
Public finance	1	15,000	15,000	100	0	0	0	0
Misc computer service	1	15,000	15,000	100	0	0	0	0
OTHER INDUSTRIES	9	5,100	2,500	100	0	0	0	0

Other Payment Categories

Category	Total Received	Total Dollar Amounts	Largest High Credit
Cash Experiences	26	\$2,200	\$250
Payment record unknown	0	0	0
Unfavorable comments	0	0	0

Placed for Collection

0

0

0

Detailed Payment History

Date Reported	Paying Record	High Credit	Now Owes	Past Due	Selling Terms	Last Sale within(months)
August 2018	Ppt	\$500,000	\$0	\$0	N30	4-5
	Ppt-Slow 30	50	50	50	N/A	2-3
	(003)Satisfactory	250	0	0	N/A	1
	(004)	50	0	0	Cash account	6-12
July 2018	Ppt	100,000	100,000	0	N/A	1
	Ppt	55,000	55,000	100	N/A	1
	Ppt	30,000	0	0	N/A	2-3
	Ppt	20,000	5,000	0	N/A	1
	Ppt	20,000	7,500	0	N/A	1
	Ppt	15,000	0	0	N/A	6-12
	Ppt	5,000	1,000	0	N/A	1
	Ppt	2,500	2,500	0	N/A	1
	Ppt	2,500	1,000	0	N/A	1
	Ppt	750	500	0	N/A	1
	Ppt-Slow 60	100,000	0	0	N/A	6-12
	(016)	250	0	0	Cash account	6-12
	(017)	250	0	0	Cash account	6-12
	(018)	100	0	0	Cash account	1
	(019)	100	0	0	Cash account	6-12
	(020)	100	0	0	Cash account	6-12
	(021)	100	0	0	Cash account	1
June 2018	(022)	250	0	0	Cash account	1
	(023)	100	0	0	Cash account	1
	(024)	50	0	0	Cash account	1
	(025)	50	0	0	Cash account	2-3
May 2018	(026)	50	0	0	Cash account	1
	(027)	50	0	0	Cash account	2-3
April 2018	Ppt	1,000	0	0	N/A	6-12
	Ppt	250	0	0	N/A	1
	Ppt	250	0	0	N/A	1
	Ppt-Slow 30	95,000	95,000	45,000	N/A	1
	(032)	0	0	0	Cash account	6-12
	(033)	50	0	0	Cash account	1
	(034)	50	0	0	Cash account	1
February 2018	Ppt	35,000	0	0	N/A	6-12
	(036)	100	0	0	Cash account	1
January 2018	Ppt	400,000	400,000	10,000	N/A	1
December 2017	(038)	50	0	0	Cash account	1
	(039)Cash own option	50	0	0	N/A	1
	(040)	50	0	0	Cash account	6-12
November 2017	Ppt	50	50	0	N/A	1
	Ppt	50	0	0	N/A	1
October 2017	Ppt	500	0	0	N/A	6-12

	(044)	50	0	0	Cash account	1
	(045)	50	0	0	Cash account	1
	(046)	50	0	0	Cash account	1
	(047)	50	0	0	Cash account	1
	(048)	50	0	0	Cash account	1
July 2017	Ppt	15,000	0	0	N/A	1
April 2017	(050)	100	0	0	Cash account	1
March 2017	Ppt	2,500	1,000	0	N/A	1
	Ppt	100	100	0	N/A	1
December 2016	Ppt	50,000	0	0	N/A	6-12
	Ppt	25,000	0	0	N/A	6-12
	Ppt	250	0	0	N/A	6-12
	Ppt	50	0	0	N/A	6-12
August 2016	Ppt	250	250	250	N30	6-12

Lines shown in red are 30 or more days beyond terms

Each experience shown is from a separate supplier. Updated trade experiences replace those previously reported.

Reporting & Analytics User Guide

Updated on February 18, 2019



Confidential & Proprietary Statement

This material constitutes confidential and proprietary information of Sterling Talent Solutions and its reproduction, publication or disclosure to others without the express authorization of the General Counsel of Sterling Talent Solutions is strictly prohibited.

Data Matters. Actionable Insights Matter More.

Introducing new reporting and analytics dashboards – powered by Sterling – that are designed to collect a 360-degree view of your background screening and drug and health screening programs

Sterling's robust suite of new, enhanced reporting dashboards are now available within the ScreeningDirect platform – providing you with better insights and data-driven decisions you need to manage, streamline and optimize your screening programs.

STERLING DELIVERS REPORTING AND ANALYTICS FEATURES THAT ARE:

- **Fast, Real Fast.** Reporting is based on market-leading cloud solutions via Amazon Web Services and Looker – providing near real-time data streaming
- **Interactive.** Our visualizations help you tell a complete story with data. Easy-to-read reports and beautiful dashboards allow users to drill down, filter, and keep exploring
- **Accurate.** Reports have a wide array of configurable data attributes and metrics that is detailed, and accurate
- **Self-Service.** Our self-service ability allows users to download complete dashboards and data underlying each dashboard element

Dashboard Filters

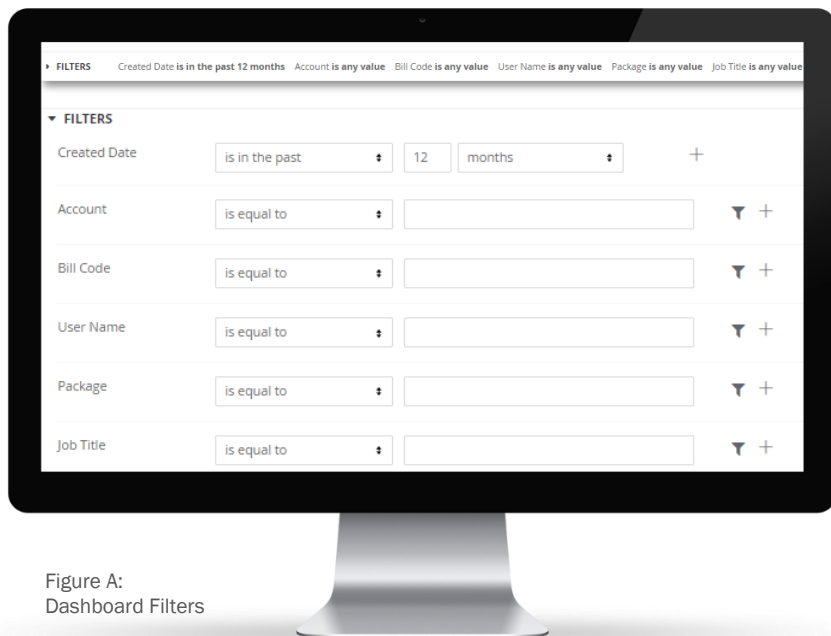


Figure A:
Dashboard Filters

Available within every dashboard

Can easily choose more than one value at a time

Filters dynamically based on selections

Filter section minimizes for maximum visualization

Reporting Drill Down

As shown in Figure B, a drill down or deep dive into product performance metrics can be seen across all aspects of the program.

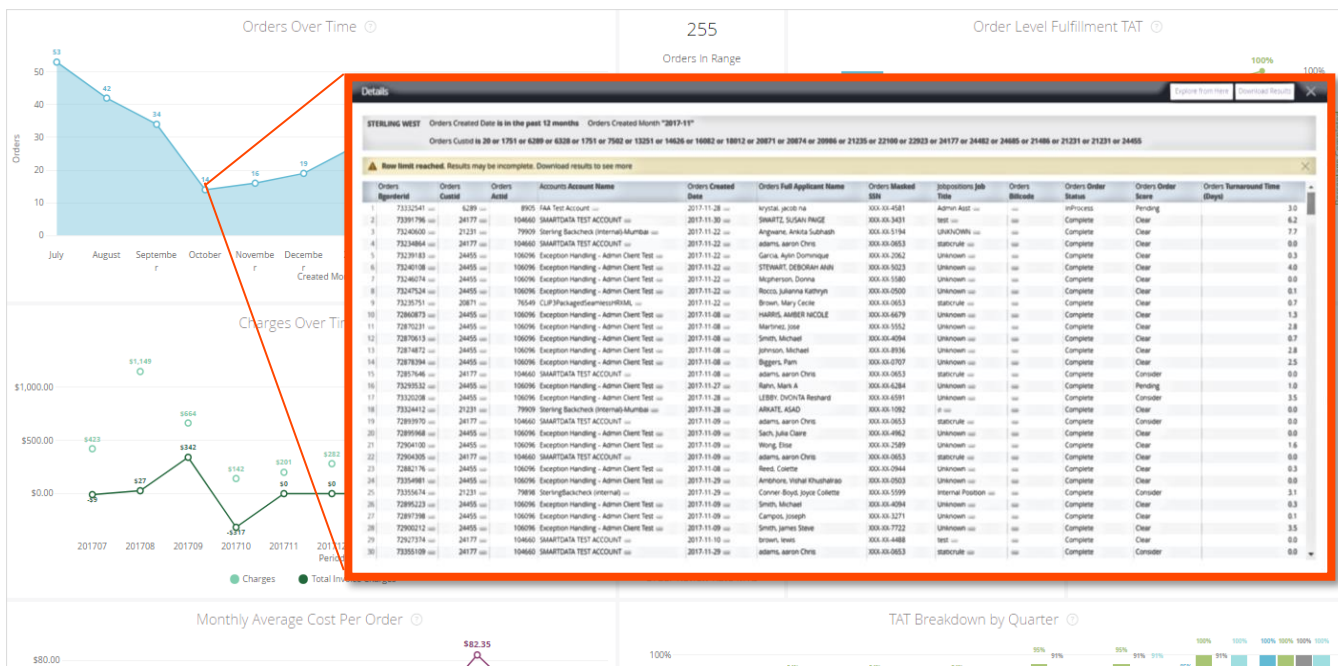


Figure B: Drill down in the Product Overview Dashboard

Reporting Dashboard Types with Detailed Descriptions and Metrics

1

Program Overview

This dashboard provides a high-level summary of your overall background screening program. This dashboard will give you early visibility into spend per month, average review rates, average turnaround times, and average monthly volume metrics.

Metrics

- Orders Over Time
- Charges Over Time
- Monthly Avg. Cost Per Order
- Orders in Range
- Order MTD
- Avg. Order TAT (days) in Range
- Avg. Order TAT (days) in MTD
- Charges MTD
- Order Review Rate in Range
- Order Review Rate MTD
- Order Level Fulfillment TAT
- Order Results
- Three Tier Order Results
- TAT Breakdown by Quarter

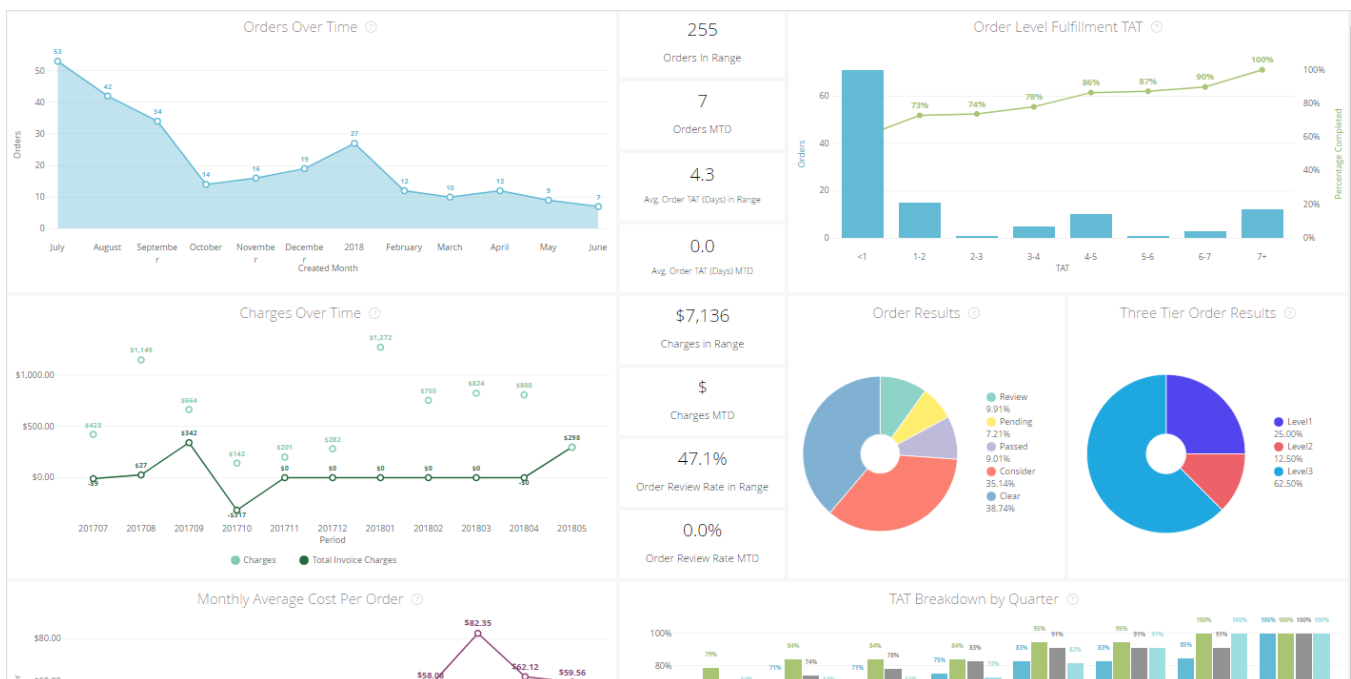


Figure C: Program Overview Dashboard Screenshot

Reporting Dashboard Types with Detailed Descriptions and Metrics

2

Service Detail

A deep dive into individual product performance providing insight into the value, impact and performance of each product that's part of the background screening and/or drug and health screening program.

Metrics

- Orders Over Time
- Charges Over Time
- Monthly Avg. Cost Per Order
- Criminal/Public Records TATs, Product Details, & Scores
- Verification TATs, Product Details, & Scores
- D&HS TATs, Product Details & Scores
- Identify/MVR/Other TATs, Product Details & Scores
- Risk & Compliance TATs, Product Details & Scores
- Intl TATs, Product Details & Scores
- TATs by Product
- Avg. TAT for Crim / PR Search (Clear)
- Avg. TAT for Crim / PR Search (Review)
- Avg. TAT for Verification Search (Clear)
- Avg. TAT for Verification Search (Review)
- Avg. TAT for D&HS Search (Clear)
- Avg. TAT for D&HS Search (Review)

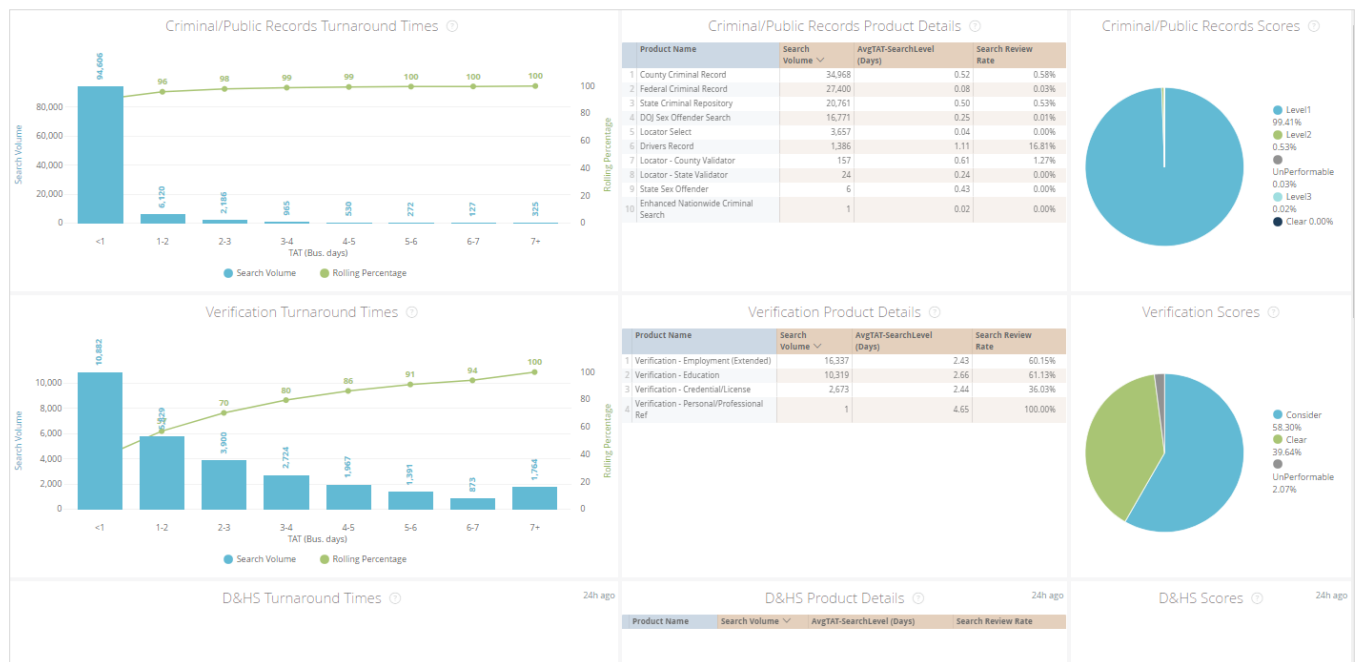


Figure D: Service Detail Screenshot

Reporting Dashboard Types with Detailed Descriptions and Metrics

3

Geographic & Demographic Detail

A summary of critical geographic and demographic fulfillment details for core criminal products (e.g. Criminal County, Criminal State, Enhanced Nationwide and Locator Select). Details about the candidates that have been screened such as the difference in average turnaround times for different age groups, and detail about the county and state criminal searches completed.

Metrics

- Orders by Applicant State of Residence
- Orders by Gender & Age
- Searches by County
- County Search TAT
- Searches by State
- State Search TAT
- Average County/State Searches by Order
- Volume & Review Rate by County/State
- Order Count by TAT
- Review Rate by TAT
- Jurisdiction Metrics Over Time

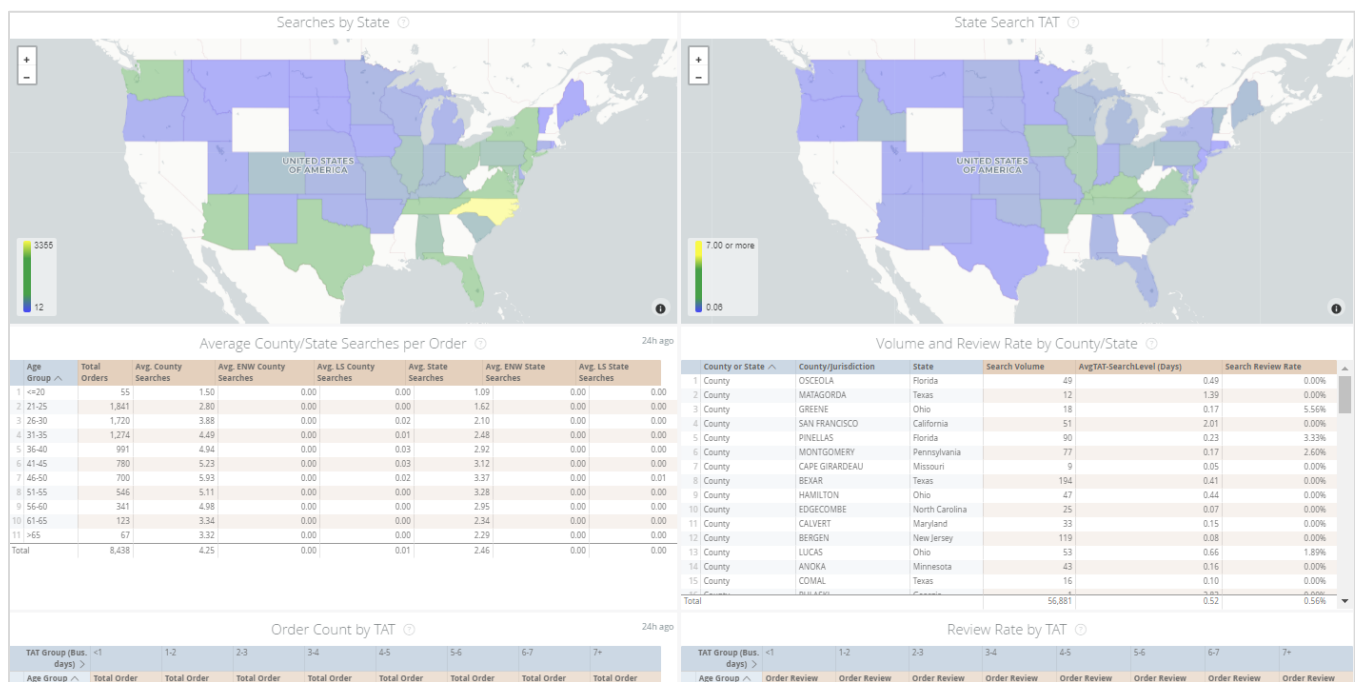


Figure E: Geographic & Demographic Detail Dashboard Screenshot

Reporting Dashboard Types with Detailed Descriptions and Metrics

4

Package Detail

Tracks program metrics such as order volume, charges, turnaround times, and review rates by individual package.

Metrics

- Orders Created Over Time by Package
- Charges by Package
- Avg. Charge per Order by Package
- TATs by Package
- Average TAT by Package
- Order Review Rate Over Time
- Order Review Rate by Package

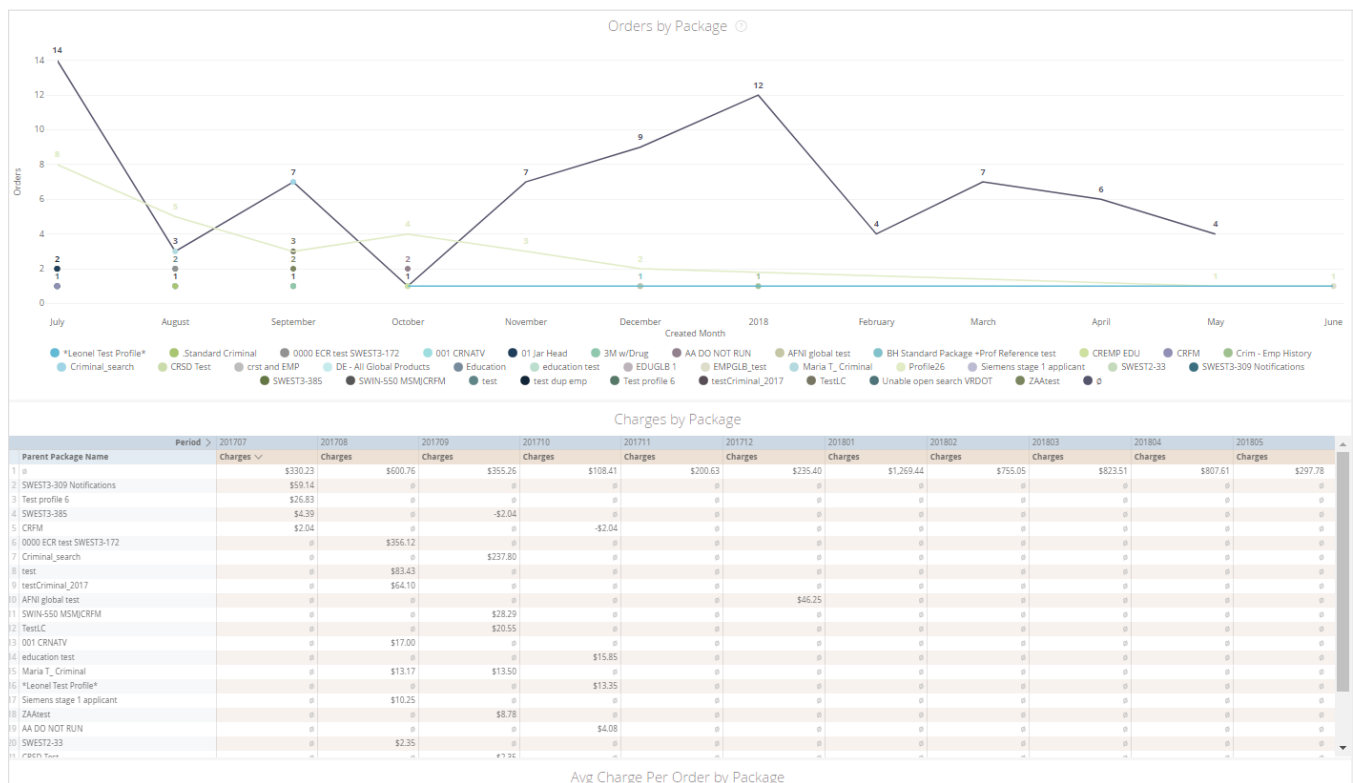


Figure F: Package Detail Dashboard Screenshot

Reporting Dashboard Types with Detailed Descriptions and Metrics

5

Bill Code Detail

Tracks program metrics such as order volume, charges, turnaround times, and review rates by individual bill code.

Metrics

- Orders by Bill Code
- Charges by Bill Code
- Avg. Charge per Order by Bill Code
- TATs by Bill Code
- Average TAT by Bill Code
- Order Review Rate Over Time
- Order Review Rate by Bill Code

6

Account Detail

Tracks program metrics such as order volume, charges, turnaround times, and review rates by individual account.

Metrics

- Orders by Account
- Charges by Account
- Avg. Charge per Order by Account
- TATs by Account
- Average TAT by Account
- Order Review Rate Over Time
- Order Review Rate by Account

7

Job Title Detail

Tracks program metrics such as order volume, charges, turnaround times, and review rates by individual job title.

Metrics

- Orders by Job Title
- Charges by Job Title
- Avg. Charge per Order by Job Title
- TATs by Job Title
- Average TAT by Job Title
- Order Review Rate Over Time
- Order Review Rate by Job Title

Reporting Dashboard Types with Detailed Descriptions and Metrics

8

International Detail

Provides an in-depth understanding of order and product level details and metrics at an international level for criminal, public records and verification searches.

Metrics

- Charges by Package
- Avg. Charge per Order by Package
- Applicants by Country of Residence
- Charges by Applicant Country of Residence
- Order Metrics by Country of Residence
- International Crim/Public Records searches by Country searched
- International Average Crim/Public Records Turnaround Times by Country
- International Average Crim/Public Records Review Rates by Country
- International Verification Volume by Country
- International Verification Turnaround Times by Country
- International Verification Review Rates by Country

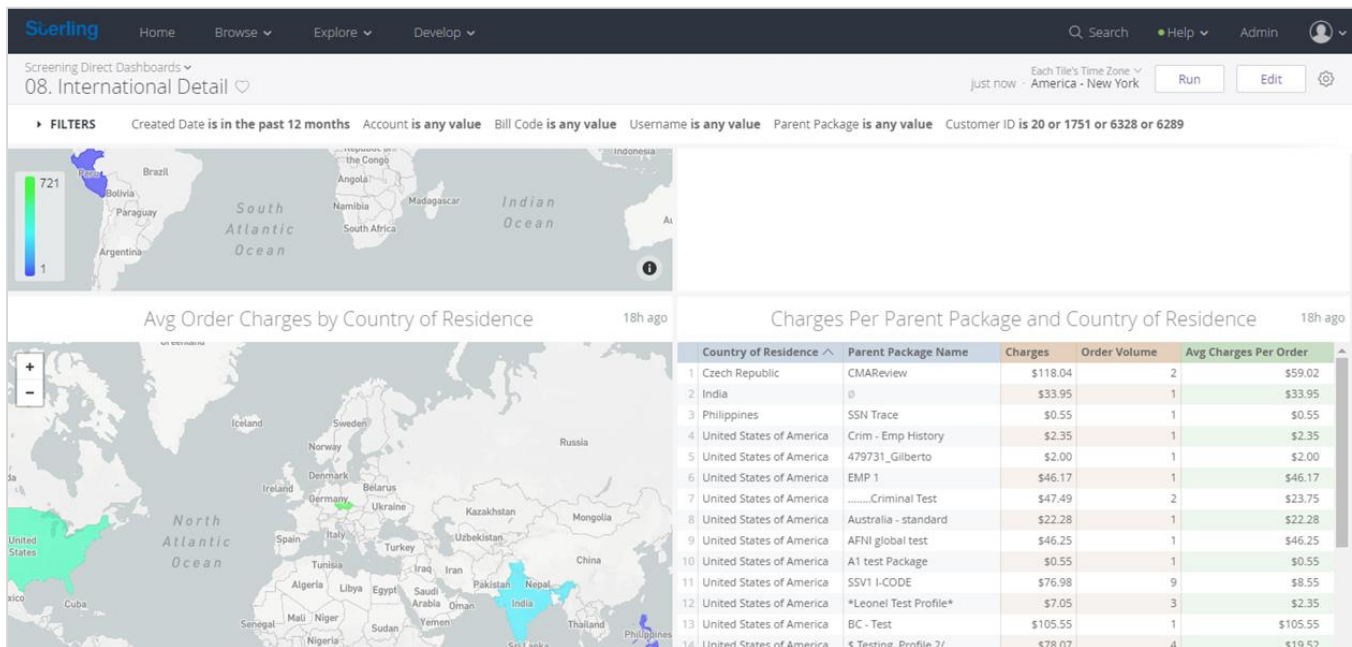


Figure G: International Dashboard Screenshot

Reporting Dashboard Types with Detailed Descriptions and Metrics

9

Periodic Comparison

Allows you to quickly look at program and detailed metrics from two customizable time periods for comparison.

Metrics

- Metrics by Package
- Charges per Order
- Metrics by Product
- Metrics by Jurisdiction
- Order Volume
- Average Order TAT
- Order Review Rate
- Search Volume
- Average Search TAT
- Search Review Rate

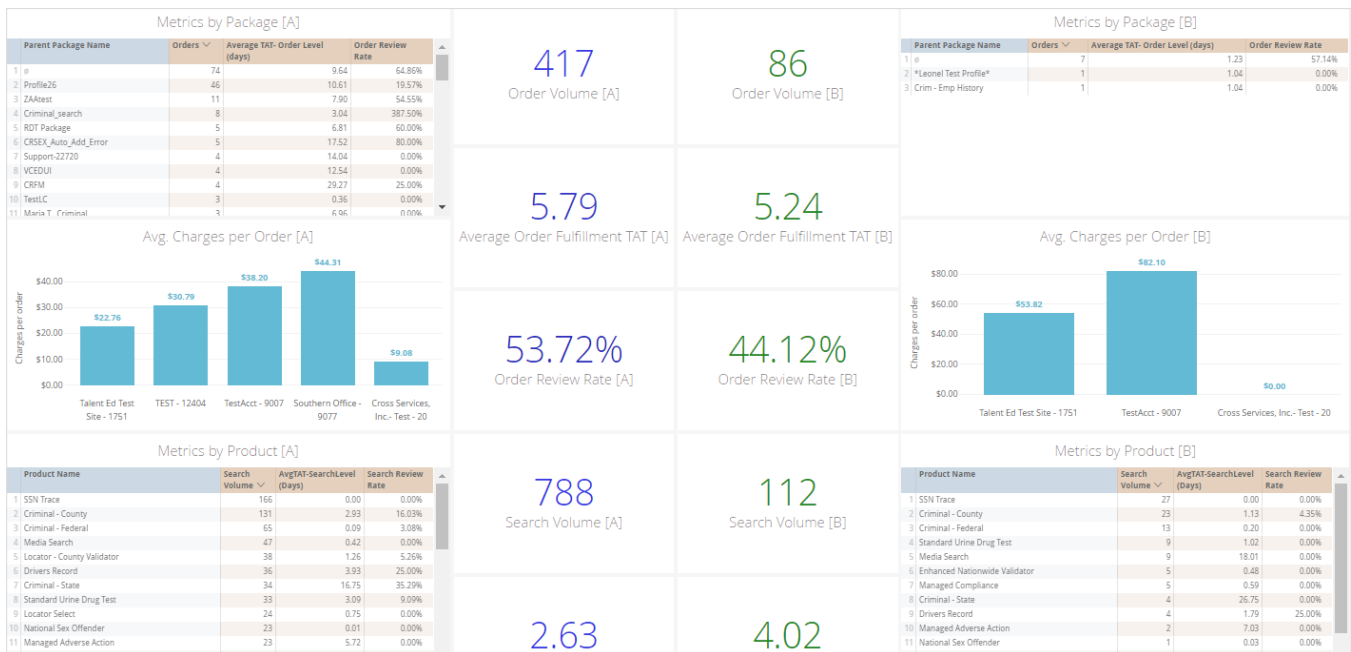


Figure H: Periodic Comparison Dashboard Screenshot

Reporting Dashboard Types with Detailed Descriptions and Metrics

10

Open Orders

Tracks the status of orders within the program that are still open or in progress. Helps understand what products or jurisdictions are causing delays.

Metrics

- Order Review Rate by Bill Code
- Open Orders
- Open Searches
- Average Days with Sterling
- Open Orders in Review
- Orders in Adverse Action
- Open Order Detail
- Open Orders by Package
- Open Searches by Product Group

11

TAT Breakdown

Detailed stratification of turnaround times within an order by the different stages of the order.

Metrics

- Order Volume
- Order Level TAT
- E-Invite Creation TAT
- Candidate Invite Response TAT
- Fulfillment TAT
- Customer Adjudication TAT
- Adverse Action TAT

Metric Definitions

Metric Name	Description
Search Volume	Count of distinct SearchIDs
Search Percentage	The percent of the total searches in a group
Search Level TAT	The time it took for a specific search to be fulfilled by Sterling
Average Search Level TAT	The average time it took Sterling to fulfill a search
Search Review Rate (formerly hit rate)	The percentage from the total searches that were scored as Consider, Review, Level 2, or Level 3
Order Volume	The count of distinct order IDs
Order Percentage	The percent of the total orders
Order Level Fulfillment TAT	The time it took Sterling to fulfill all of the searches within an order
Order Level TAT	The time between the creation of an order by the client until the order closed. Includes the time it takes for the candidate to respond to an e-invite, the customer review time, and the adverse action time.
Average Order Level TAT	The average time between the creation of an order by the client until the order closed. Includes the time it takes for the candidate to respond to an e-invite, the customer review time, and the adverse action time.
Order Review Rate (formerly hit rate)	The percent of orders with a final score of Consider, Review, Level 2, or Level 3. This is based on the score after client review if there is one.
Order Review Rate Before Review	The percent of orders that had at least one reportable search that was scored as Consider, Review, Level 2, or Level 3. Gives insight to how many orders had to be reviewed as opposed to orders whose final scores were designated as alerts.
Charges	The cost of the fulfillment of searches that are processed within the platform. Does not include platform fees, credits, memos and annual fees.
Adverse Action TAT	The time it takes to complete the adverse action process

Metric Definitions Continued

Metric Name	Description
Customer Adjudication TAT	The time it takes the client to review the order if there were scores that required review
Criminal Search TAT	The time it takes Sterling to complete all of the searches in the order that was part of the criminal/public records services
Invite Creation TAT	The time it takes the client to create and send out the e-invite for the candidate to complete before the order was submitted to Sterling for fulfillment
Candidate Invite Response TAT	The time it takes the candidate to respond and complete the e-invite
D&HS Searches TAT	The time it takes Sterling to complete all of the searches in the order that were part of the drug and health services product group
Verifications TAT	The time it takes Sterling to complete all of the searches in the order that were part of the verifications product group
Identify/MVR/Other TAT	The time it takes Sterling to complete all of the searches in the order that were part of the identity, motor vehicle records, and other product group
International TAT	The time it takes Sterling to complete all of the searches in the order that were part of the international product group
Risk/Compliance/Fin. Serv. TAT	The time it takes Sterling to complete all of the searches in the order that were part of the risk, compliance and financial services product group
Package TAT	The time it takes to complete the searches in the package

Reporting Elements

Order Details

- TAT decomposition by order stage
- Candidate identifiers and demographic information
- Results/statuses
- Cost/charge information including invoice and intramonth detail

Service / Search Level Detail

- TAT decomposition by product and individual search
- Jurisdictional breakdown and geographical summary
- Results/statuses

All reporting elements can be aggregated by package, account, bill code, job title, user, time, and additional dimensions based on specific customer requirements

Reporting Dashboard Chart Types



Pie

Percentages of volumes that pertain to certain scores



Pareto

Shows volumes fulfilled within buckets of time in columns



Line

Showing volume trends over time, usually by month



Bar

Shows volumes broken out by parameter



SERVICE LEVEL AGREEMENT

The following agreement measures Sterling performance commitments to our customers – sections include metrics around Quality Assurance, Customer Service, System Uptime, and Operational service delivery.

Quality Assurance

The Quality Assurance standard specifies quarterly performance standards related to the accuracy rates for Service Delivery.[†]

Component	Target	Description
Post-fulfillment quality monitoring	99.00%	Sterling has a standardized quality monitoring program across key service offerings to ensure a 99% accuracy rate (accuracy rate defined as the percentage of audited requests classified as not having a critical error) – critical errors for key services are outlined in further detail in Appendix A

Customer Service

This Service Level Standard specifies performance goals related to Service Delivery by the Client Services / Support team – The timeliness of Turnaround times (TAT) for email responses, Call answer times, etc.[†]

Component	Target	Description
Email response time	2 hours	Acknowledgement email will be sent to you by the person handling / investigating the details / request on your email. Any email received after 8:00PM Eastern Prevailing Time will be answered before 10:00am Eastern Prevailing Time on the next working day
Average Speed of Answer – calls	30 seconds	After selecting the desired options on the interactive voice response system (IVR)
Hours of Operations for email, calls and chats	Monday – Friday 8:00AM to 8:00PM Eastern Prevailing Time	Hours may be reduced for holidays such as day before / after Christmas, Thanksgiving, etc.

[†] Not eligible for service credit, sampling is performed across all Sterling customers and is not client specific



System Uptime

This Service Level Standard specifies performance goals quarterly related to Sterling application uptime and is the weighted availability of applications and services within each main screening platform.‡

Component	Target	Description
Weighted availability of applications and services within each main screening platform	99.5% Excluding scheduled downtime and incidents outside Sterling' Span of Control	Application is available for use 24 X 7 with service level components measured quarterly continually during this period. Maintenance windows and system upgrades to occur during off hours to minimize down-time. Scheduled downtime is currently reserved 11PM Eastern Prevailing Time on Saturday evening to 9AM Eastern Prevailing Time Sunday morning. Notification of change in maintenance windows and downtime to occur 5 business days in advance.

Span of Control means the areas over which Sterling has specific control (e.g., Software System, integration APIs maintained by Sterling, operational support, etc.). Areas outside the Sterling' Span of Control (e.g., Internet connectivity, Security Incidents, hardware, Client systems or changes in the Client's Data Responsibilities, data quality, errors performed by Client's personnel) are not included in the SLAs.

ScreeningDirect Operational Performance

Turnaround Time (TAT) targets for ScreeningDirect search level products listed below is specific to the platform and requires amendment upon product migration, or can be amended to client specific performance on the platform after four quarters of business activity upon request. See Rules of Engagement below for description of how Sterling measures TAT and for applicable exclusions.

TABLE 1: TAT for Domestic Service Transactions

Product	Average TAT Targets
Standard Package – SSN Trace & 7 year county/federal court search based on 7 year address history from SSN trace; may include Enhanced Nationwide/Locator Select/MVR/Sex Offender and/or US domestic watch lists e.g. OFAC/FACIS	3.5 Business Days across all Standard Packages
Extended Package – Standard Package + US domestic Education/Employment/Personal Reference and/or License	5.0 Business Days across all Extended Packages
Standard Urine Drug Screening (10 Panel) – Negative (EChain Only)	2 Business Days
Standard Urine Drug Screening (10 Panel) – Non-Negative (EChain Only)	5 Business Days

Additional products available upon request

‡ Not eligible for service credit, sampling is performed as a weighted average across all Sterling applications

**TABLE 2: TAT for US Domestic A la Carte Service Transactions**

Product	Average TAT Targets
County Criminal Record (7 year RD)	2 Business Days
SSN Trace	1 Business Day
Enhanced Nationwide Criminal Search	1.5 Business Days
Federal Criminal Record	1 Business Day
Locator Select	1.5 Business Days
DOJ 50 State Sex Offender	1.5 Business Days
State Criminal Repository	2.5 Business Days
Office of Foreign Assets Control	1 Business Day
Drivers Record	1.5 Business Days
Employment Verification (3-2-P-C)	3.5 Business Days
Education Verification (3-2-P-C)	3.5 Business Days
Client Matrix Application	1 Business Day
Credential Verification	3.5 Business Days
Fraud and Abuse Control Inform (FACIS) L3	2 Business Days

Additional products available upon request

TABLE 3: TAT for International Service Transactions

Country	Product	Average TAT Targets
Canada	International Criminal Search	5 Business Days
	Education Verification - Int.	5.5 Business Days
	Employment Verification - Int.	5 Business Days
India	International Criminal Search	11 Business Days
	Education Verification - Int.	10.5 Business Days
	Employment Verification - Int.	9.5 Business Days
United Kingdom	International Criminal Search	12.0 Business Days
	Education Verification - Int.	9.0 Business Days
	Employment Verification - Int.	7.0 Business Days

Additional countries/products available upon request



Rules of Engagement

Metrics

- Sterling business hours are between Mondays at 9AM to Friday 6PM Eastern Prevailing Time.
- Measurement of TAT excludes Sterling holidays and weekends
- TAT for background services is calculated from the time Sterling' system recognizes the creation of an order to the time the applicable product is completed and does not include reopened searches.
- TAT for drug tests is calculated from the time of sample collection to the time of final report for drug tests (Echain only)
- The longest product turnaround time within a package drives applicant level performance. A half day is added to the Performance Standards analysis to accommodate any additional processing time. Additional processing time may be required for client specific CMA processes.
- Requests received after 6PM Eastern Prevailing Time the day before a weekend or holiday will be considered to begin at 9AM Eastern Prevailing Time on the next business day.
- Business days exclude the following Sterling holidays and any country specific international holidays:
 - New Year's Day
 - Martin Luther King, Jr. Day
 - Presidents Day
 - Memorial Day
 - Independence Day
 - Labor Day
 - Columbus Day
 - Veteran's Day
 - Thanksgiving Day/Day After Thanksgiving
 - Day Before or After Christmas/Christmas Day
- TAT targets exclude criminal searches in the State of New Jersey and the Commonwealth of Puerto Rico, and DMV searches in Pennsylvania.
- Education verification requests entered during applicable school break periods are not counted in measuring TAT performance.
- US domestic Education and Employment verifications assume the "3 contacts to the entity and 2 contacts to the applicant for proof for unverifiable" workflow
- Sterling is not responsible for delays due to
 - i. natural or other disasters, war, terrorism, or other unforeseen developments that preclude our access to the courts
 - ii. unresponsive courts
 - iii. the retrieval of court copy documents
 - iv. compliance with Federal, State, or local laws and regulations
 - v. third party vendors and sources beyond direct control of Sterling
 - vi. Strikes and Furloughs that prevent timely access to necessary records



Order Request Completeness

Upon placing the order, Client must provide complete and accurate information to Sterling. The following items indicate where Sterling would contact the applicant or Client for additional information in order to fulfill the request which will likely delay service levels:

1. Application
 - Incomplete address information, including street, city and state
 - Dates when maiden names were used are not provided
2. Education Verification
 - Missing dates of attendance and/or graduation, and/or name used while in attendance
 - Name of school abbreviated or incomplete
 - School location not provided
 - Specific location of campus (if applicable)
 - Degree OR Diploma Copy (For International Requests)
3. Employment Verification
 - Missing dates of employment
 - Name of company abbreviated or incomplete
 - Specific location of company
 - Employee Code (For International Requests)
 - Relieving letter (For International Requests)
4. Drug Screening
 - Collection must be completed within 24 hours of order
5. Driver's License Verification
 - Incorrect driver's license number
 - State of issuance not provided or incorrect
6. Personal References
 - Daytime telephone numbers missing
 - Complete telephone number and correct names are not provided for each reference
7. Authorization / Release
 - Appropriate signed release is not provided which includes the applicant's addresses (and associated dates at each address) for the past seven (7) years
 - Date of Birth inaccurate or not provided
 - Maiden name not provided, if applicable



Performance Standards and Reporting

Sterling shall measure the average TAT for each product or package type on a quarterly basis. In the event actual average TAT exceeds the applicable average TAT target by more than 0.5 days, Sterling shall analyze the results to determine the number of products or packages which, if excluded from the average TAT calculation, would yield a result equal to the applicable average TAT target, and credit Client for the cost of these orders less fees (either packaged or a la carte) that included such products or packages. To ensure statistical accuracy, quarterly volume for a product or package must exceed 100 transactions to be eligible for average TAT measurement and application of the foregoing process. Reporting will be performed quarterly on a calendar basis upon Client's request after a full calendar quarter of business.

An illustrative example follows:

Order ID	Package Type	Target TAT	Actual TAT	SLA Outlier
1	Standard	3.5	8	8.0
2	Standard	3.5	4	4
3	Standard	3.5	3	3
4	Standard	3.5	4	4
5	Standard	3.5	3	3
6	Standard	3.5	4	4
7	Standard	3.5	9	9.0
8	Standard	3.5	3	3
	Average		4.75	
	<i>Actual TAT exceeds TAT target by more than 0.5 days</i>			
	Average Excluding SLA Outliers			3.5
	Credits: Orders 1 and 7 to be credited. Strikeouts in SLA Outlier column indicate outlier TATs that would make the respective order eligible for credit.			

THE ABOVE SETS FORTH CLIENT'S SOLE AND EXCLUSIVE REMEDY, AND STERLING'S ENTIRE LIABILITY, FOR STERLING'S FAILURE TO MEET ITS TAT FOR SERVICE TRANSACTIONS.



Appendix A: Critical Error Types

For Verifications (Applicable to all Services)

Closed file audit (CFA) - Non Voice Parameter

1. Search reported incorrectly (Per client instructions)
2. Search reported with incorrect final disposition
3. Search reported as no records found post calling an incorrect entity/location
4. Liability risk (Non permissible entity contacted)
5. Search reported with verification from a non-accredited educational entity (diploma mill) (**Education Only**)
6. Search rated incorrectly (for rated clients only)
7. Search closed with verification from an unauthorized source
8. Search closed with verification from an unauthorized number (cell phone)

Voice Parameters

1. Search updated with call information when no attempt made on the file
2. Recording script not provided on the call
3. Search closed with verification from an unauthorized source
4. Search reported as no records found post calling an incorrect entity/location

Criminal Services

1. Searches / RE / QC / CC / Special Ops / Nationwide
 - a. Search reported as clear despite reportable case(s) (Missed Hit)
2. Record Entry & Quality Check
 - a. Search reported with information already reported on the same order
3. Record Entry, Court Calling, Quality Check & Special Ops
 - a. Search reported incorrectly (Per client instructions)
 - b. Search reported as clear despite reportable case(s) (Missed Hit)
 - c. Search reported non-reportable case(s) (Per FCRA/State guidelines)
 - d. Search reported non-reportable case(s) (Applicant details not a match, LAST NAME)
 - e. Search reported non-reportable case(s) (Applicant details not a match, FIRST NAME)
 - f. Search reported non-reportable case(s) (Applicant details not a match, MIDDLE NAME)
 - g. Search reported non-reportable case(s) (Applicant details not a match, DAY OF BIRTH)
 - h. Search reported non-reportable case(s) (Applicant details not a match, MONTH OF BIRTH)
 - i. Search reported non-reportable case(s) (Applicant details not a match, YEAR OF BIRTH)
 - j. Search reported non-reportable case(s) (Applicant details not a match, NON-MATCHING FULL DOB)
 - k. Search reported non-reportable case(s) (Applicant details not a match, NON-MATCHING FULL NAME)
 - l. Search reported non-reportable case(s) (Applicant details not a match, NON-MATCHING SSN)
 - m. Search reported with incorrect number of cases
 - n. Search reported with incorrect number of charges
 - o. Search reported with incorrect charge
 - p. Search reported with an incorrect charge level
 - q. Search reported with incorrect Disposition
 - r. Search reported with incorrect Disposition Date
 - s. Search reported with incorrect arrest date
 - t. Search reported as clear not considering Violation of Probation (VoP) date (when applicable)
 - u. Search reported as hit not considering Violation of Probation (VoP) date (when applicable)
 - v. Search reported with incorrect Violation of Probation details
 - w. Search rated incorrectly (for rated clients only)
 - x. Search reported with incorrect outcome (Conviction vs. arrest)



4. Court Calling
 - a. Search updated with call information when no attempt made on the file
 - b. Recording script not provided on the call
5. Nationwide
 - a. Search opened for incorrect county as per the order