



MASTER SERVICES AGREEMENT #2025-028
Background Check Services

THIS MASTER SERVICES AGREEMENT (“**Agreement**”), effective the last date of signed approval (“**Effective Date**”), is entered into by and between the **North Central Texas Council of Governments** (“**NCTCOG**”), a Texas political subdivision and non-profit corporation, with offices located at 616 Six Flags Drive, Arlington, TX 76011, and

Employers Choice Online, Inc. dba Employers Choice Screening
(“**Contractor**”)
with offices located at
13210 Florence Avenue
Santa Fe Springs, CA 90670

ARTICLE I
RETENTION OF THE CONTRACTOR

- 1.1 This Agreement defines the terms and conditions upon which the Contractor agrees to provide Executive Search Consulting and Related Services, (hereinafter, “Services”) to governmental entities participating in the TXShare program (hereinafter “Participating Entities”). The Contractor is being retained to provide services described below to Participating Entities based on the Contractor’s demonstrated competence and requisite qualifications to perform the scope of the services described herein and in the Request for Proposals #2025-028 (hereinafter, “RFP”). In the event of a conflict between this Agreement and the RFP, this Agreement will prevail. The Contractor demonstrated they have the resources, experience, and qualifications to perform the services described, which is of interest to Participating Entities and was procured via the RFP. NCTCOG agrees to and hereby does retain the Contractor, as an independent contractor, and the Contractor agrees to provide services to Participating Entities, in accordance with the terms and conditions provided in this Agreement and consistent with Contractor’s response to the RFP.

ARTICLE II
SCOPE OF SERVICES

- 2.1 The Contractor will provide Services described in a written Purchase Order issued by NCTCOG or a TXShare Participating Entity. Any such Purchase Order is hereby incorporated by reference and made a part of this Agreement and shall be subject to the terms and conditions in this Agreement. In the event of a conflict between any term or provision in this Agreement and any term or provision in a Purchase Order, the term or provision in this Agreement shall control unless the conflicting term or provision in this Agreement is referenced, and expressly stated not to apply, in such Purchase Order.
- 2.2 All Services rendered under this Agreement will be performed by the Contractor: i) with due care; ii) in accordance with generally prevailing industry standards; iii) in accordance with Participating Entities’ standard operating procedures and applicable policies, as may be amended from time to time; and iv) in compliance with all applicable laws, government regulatory requirements, and any other written instructions, specifications, guidelines, or requirements provided by NCTCOG and/or Participating Entities.

- 2.3 Any agreed-upon changes to a Purchase Order shall be set forth in a subsequent Purchase Order amendment. Contractor will not implement any changes, or any new Services until a Purchase Order has been duly executed by the Participating Entity. For the avoidance of doubt, the Contractor acknowledges that Participating Entity is under no obligation to execute a Purchase Order. Participating Entity shall not be liable for any amounts not included in a Purchase Order in the absence of a fully executed amendment of Purchase Order.
- 2.4 Pricing for items in Appendix A represent the maximum cost for each item offered by the Contractor. Contractor and Participating Entity may mutually agree to a lower cost for any item covered under this agreement.
- 2.5 **NCTCOG Obligations**
- 2.5.1 NCTCOG shall make available a contract page on its TXShare.org website which will include contact information for the Contractor(s).
- 2.6 **Participating Entity Obligations.**
- 2.6.1 In order to utilize the Services, Participating Entities must have executed a Master Interlocal Agreement for TXShare with NCTCOG. This agreement with the Participating Entity will define the legal relationship between NCTCOG and the Participating Entity.
- 2.6.2 In order to utilize the Services, Participating Entities must execute a Purchase Order with the Contractor. This agreement with the Participating Entity will define the Services and costs that the Participating Entity desires to have implemented by the Contractor.
- 2.7 **Contractor Obligations.**
- 2.7.1 Contractor must be able to deliver, perform, install, and implement services with the requirements and intent of the RFP.
- 2.7.2 If applicable, Contractor shall provide all necessary material, labor and management required to perform this work. The scope of services shall include, but not be limited to, items listed in Appendix A.
- 2.7.3 Contractor agrees to market and promotes the use of the TXSHARE awarded contract whenever possible among its current and solicited customer base, such as, but not limited to via the Contractor's website. Contractor shall agree to follow reporting requirements and report sales made under this Master Services Agreement in accordance with Section 4.2.

ARTICLE III TERM

- 3.1 This Agreement will commence on the Effective Date and remain in effect for an initial term ending on **May 31, 2027** (the "Term"), unless earlier terminated as provided herein. This Agreement will automatically be renewed, unless NCTCOG explicitly desires otherwise, for up to three additional years, through **May 31, 2030**.
- 3.2 **Termination.** NCTCOG and/or Participating Entities may terminate this Agreement and/or any Purchase Order to which it is a signatory at any time, with or without cause, upon thirty (30) days' prior written notice to Contractor. Upon its receipt of notice of termination of this Agreement or Purchase Order, Contractor shall follow any instructions of NCTCOG respecting work stoppage. Contractor shall cooperate with NCTCOG and/or Participating Entities to provide for an orderly conclusion of the Services. Contractor shall use its best efforts to minimize the amount of any non-cancelable obligations and shall assign any contracts related thereto to NCTCOG or Participating Entity at its request. If NCTCOG or Participating Entity elects to continue any activities underlying a terminated Purchase Order after termination, Contractor shall cooperate with NCTCOG or Participating Entity to provide for an orderly transfer of Contractor's responsibilities with respect to such Purchase Order to NCTCOG or Participating Entity. Upon the effective date of any such termination, the Contractor shall submit a final invoice for payment in accordance with Article IV, and NCTCOG or Participating Entity shall pay such amounts as are due to Contractor through the effective date of termination. NCTCOG or Participating Entity shall only be liable for payment of services rendered before the effective date of termination. If Agreement is terminated, certain reporting requirements identified in this Agreement shall survive termination of this Agreement.

- 3.2.1 **Termination for Cause:** Either party may immediately terminate this Agreement if the other party breaches its obligations specified within this Agreement, and, where capable of remedy, such breach has not been materially cured within thirty (30) days of the breaching party's receipt of written notice describing the breach in reasonable detail.
- 3.2.2 **Breach:** Upon any material breach of this Agreement by either party, the non-breaching party may terminate this Agreement upon twenty (20) days written notice to the breaching party. The notice shall become effective at the end of the twenty (20) day period unless the breaching party cures such breach within such period.

ARTICLE IV COMPENSATION

- 4.1 **Invoices.** Contractor shall submit an invoice to the ordering Participating Entity in accordance with billing terms as stated in Appendix A for each Scope of Service. If billing terms are not specified for a particular Scope of Service, then the Contractor will submit an invoice to the Participating Entity upon receipt of an executed Purchase Order and after completion of the work, with Net 30 payment terms.

Costs incurred prior to execution of this Agreement are not eligible for reimbursement. There shall be no obligation whatsoever to pay for performance of this Agreement from the monies of the NCTCOG or Participating Entities, other than from the monies designated for this Agreement and/or executed Purchase Order. Contractor expressly agrees that NCTCOG shall not be liable, financial or otherwise, for Services provided to Participating Entities.

- 4.2 **Reporting.** NCTCOG intends to make this Agreement available to other governmental entities through its TXShare cooperative purchasing program. NCTCOG has contracted Civic Marketplace as a digital marketplace for selected TXShare awarded contracts and to serve as NCTCOG's collector of reports and remunerative fees referenced in Section 5.2 of this agreement. Unless otherwise directed in writing by NCTCOG, Contractor shall submit to Civic Marketplace on a calendar quarterly basis a report that identifies any new client Participating Entities, the date(s) and order number(s), and the total contracted value of service(s) that each Participating Entity has purchased and paid in full under this Master Service Agreement. Reporting and invoices should be submitted to:

Civic Marketplace, Inc.
6502 Glen Abbey
Abilene, TX 79606
support@civicmarketplace.com

ARTICLE V SERVICE FEE

- 5.1 **Explanation.** NCTCOG will make this Master Service Agreement available to other governmental entities, Participating Entities, and non-profit agencies in Texas and the rest of the United States through its TXShare cooperative purchasing program. The Contractor is able to market the Services under this Agreement to any Participating Entity with emphasis that competitive solicitation is not required when the Participating Entity purchases off of a cooperative purchasing program such as TXShare. However, each Participating Entity will make the decision that it feels is in compliance with its own purchasing requirements. The Contractor realizes substantial efficiencies through their ability to offer pricing through the TXShare Cooperative and that will increase the sales opportunities as well as reduce the need to repeatedly respond to Participating Entities' Requests for Proposals. From these efficiencies, Contractor will pay an administrative fee to TXShare calculated as a percentage of sales processed through the TXShare Master Services Agreement. This administrative fee is not an added cost to TXShare participants. This administrative fee covers the costs of solicitation of the contract, marketing and facilitation, as well as offsets expenses incurred by TXShare.
- 5.2 **Administrative Fee.** NCTCOG will utilize an administrative fee, in the form of a percent of cost that will apply to all contracts between awarded contractors and NCTCOG or participants resulting from this solicitation. The administrative

fee will be remitted by the Contractor to NCTCOG on a quarterly basis, along with required quarterly reporting. The remuneration fee for this program will be 2.5% on all fees for service, with the exception of expenses that are passed through to Participating Entities without markup from the Contractor, such as, but not limited to, advertising, travel expenses and per diem costs, temporary housing, and materials production.

- 5.3 **Setup and Implementation.** NCTCOG will provide instruction and guidance as needed to the Contractor to assist in maximizing mutual benefits from marketing these Services through the TXShare purchasing program.

ARTICLE VI RELATIONSHIP BETWEEN THE PARTIES

- 6.1 **Contractual Relationship.** It is understood and agreed that the relationship described in this Agreement between the Parties is contractual in nature and is not to be construed to create a partnership or joint venture or agency relationship between the parties. Neither party shall have the right to act on behalf of the other except as expressly set forth in this Agreement. Contractor will be solely responsible for and will pay all taxes related to the receipt of payments hereunder and shall give reasonable proof and supporting documents, if reasonably requested, to verify the payment of such taxes. No Contractor personnel shall obtain the status of or otherwise be considered an employee of NCTCOG or Participating Entity by virtue of their activities under this Agreement.

ARTICLE VII REPRESENTATION AND WARRANTIES

- 7.1 **Representations and Warranties.** Contractor represents and warrants that:
- 7.1.1 As of the Effective Date of this Agreement, it is not a party to any oral or written contract or understanding with any third party that is inconsistent with this Agreement and/or would affect the Contractor's performance under this Agreement; or that will in any way limit or conflict with its ability to fulfill the terms of this Agreement. The Contractor further represents that it will not enter into any such agreement during the Term of this Agreement;
 - 7.1.2 NCTCOG is prohibited from making any award or permitting any award at any tier to any party which is debarred or suspended or otherwise excluded from, or ineligible for, participation in federal assistance programs under Executive Order 12549, Debarment and Suspension. Contractor and its subcontractors shall include a statement of compliance with Federal and State Debarment and suspension regulations in all Third-party contracts.
 - 7.1.3 Contractor shall notify NCTCOG if Contractor or any of the Contractor's sub-contractors becomes debarred or suspended during the performance of this Agreement. Debarment or suspension of the Contractor or any of Contractor's sub-contractors may result in immediate termination of this Agreement.
 - 7.1.4 Contractor and its employees and sub-contractors have all necessary qualifications, licenses, permits, and/or registrations to perform the Services in accordance with the terms and conditions of this Agreement, and at all times during the Term, all such qualifications, licenses, permits, and/or registrations shall be current and in good standing.
 - 7.1.5 Contractor shall, and shall cause its representatives to, comply with all municipal, state, and federal laws, rules, and regulations applicable to the performance of the Contractor's obligations under this Agreement.

ARTICLE VIII CONFIDENTIAL INFORMATION AND OWNERSHIP

- 8.1 **Confidential Information.** Contractor acknowledges that any information it or its employees, agents, or subcontractors obtain regarding the operation of NCTCOG or Participating Entities, its products, services, policies, customer, personnel, and other aspect of its operation ("Confidential Information") is proprietary and confidential, and shall not be revealed,

sold, exchanged, traded, or disclosed to any person, company, or other entity during the period of the Contractor's retention hereunder or at any time thereafter without the express written permission of NCTCOG or Participating Entity.

Notwithstanding anything in this Agreement to the contrary, Contractor shall have no obligation of confidentiality with respect to information that (i) is or becomes part of the public domain through no act or omission of Contractor; (ii) was in Contractor's lawful possession prior to the disclosure and had not been obtained by Contractor either directly or indirectly from the NCTCOG or Participating Entity; (iii) is lawfully disclosed to Contractor by a third party without restriction on disclosure; (iv) is independently developed by Contractor without use of or reference to the NCTCOG's Participating Entity's Confidential Information; or (v) is required to be disclosed by law or judicial, arbitral or governmental order or process, provided Contractor gives the NCTCOG or Participating Entity prompt written notice of such requirement to permit the NCTCOG or Participating Entity to seek a protective order or other appropriate relief. Contractor acknowledges that NCTCOG and Participating Entities must strictly comply with applicable public information laws, in responding to any request for public information. This obligation supersedes any conflicting provisions of this Agreement.

8.2 Ownership. No title or ownership rights to any applicable software are transferred to the NCTCOG by this agreement. The Contractor and its suppliers retain all right, title and interest, including all copyright and intellectual property rights, in and to, the software (as an independent work and as an underlying work serving as a basis for any improvements, modifications, derivative works, and applications NCTCOG may develop), and all copies thereof. All final documents, data, reports, information, or materials are and shall at all times be and remain, upon payment of Contractor's invoices therefore, the property of NCTCOG or Participating Entity and shall not be subject to any restriction or limitation on their future use by, or on behalf of, NCTCOG or Participating Entity, except otherwise provided herein. Subject to the foregoing exception, if at any time demand be made by NCTCOG or Participating Entity for any documentation related to this Agreement and/or applicable Purchase Orders for the NCTCOG and/or any Participating Entity, whether after termination of this Agreement or otherwise, the same shall be turned over to NCTCOG without delay, and in no event later than thirty (30) days after such demand is made. Contractor shall have the right to retain copies of documentation, and other items for its archives. If for any reason the foregoing Agreement regarding the ownership of documentation is determined to be unenforceable, either in whole or in part, the Contractor hereby assigns and agrees to assign to NCTCOG all rights, title, and interest that the Contractor may have or at any time acquire in said documentation and other materials, provided that the Contractor has been paid the aforesaid.

ARTICLE IX GENERAL PROVISIONS

9.1 Notices. All notices from one Party to another Party regarding this Agreement shall be in writing and delivered to the addresses shown below:

If to NCTCOG:

North Central Texas Council of Governments
P.O. Box 5888
Arlington, TX 76005-5888
Attn: Charlie Oberrender
(817) 695-9289
coberrender@nctcog.org

If to Contractor:

Employers Choice Online, Inc. (dba Employers Choice Screening)
Attn: Jesus Ariel Lopez
16131 Whittier Blvd, Suite 107
Whittier, CA 90630
(562) 319-0413 EXT 104
Jesus.Lopez@employerschoicesscreening.com

Contractor's sales contact (if different from above):

Name: _____

Email: _____

Phone: _____

The above contact information may be modified without requiring an amendment to the Agreement.

9.2 Tax. NCTCOG and several participating entities are exempt from Texas limited sales, federal excise and use tax, and does not pay tax on purchase, rental, or lease of tangible personal property for the organization's use. A tax exemption certificate will be issued upon request.

9.3 Indemnification. Contractor shall defend, indemnify, and hold harmless NCTCOG and Participating Entities, NCTCOG's affiliates, and any of their respective directors, officers, employees, agents, subcontractors, successors, and assigns from any and all suits, actions, claims, demands, judgments, liabilities, losses, damages, costs, and expenses (including reasonable attorneys' fees and court costs) (collectively, "Losses") arising out of or relating to: (i) Services performed and carried out pursuant to this Agreement; (ii) breach of any obligation, warranty, or representation in this Agreement, (iii) the negligence or willful misconduct of Contractor and/or its employees or subcontractors; or (iv) any infringement, misappropriation, or violation by Contractor and/or its employees or subcontractors of any right of a third party; provided, however, that Contractor shall have no obligation to defend, indemnify, or hold harmless to the extent any Losses are the result of NCTCOG's or Participating Entities' gross negligence or willful misconduct.

9.4 Limitation of Liability. In no event shall either party be liable for special, consequential, incidental, indirect or punitive loss, damages or expenses arising out of or relating to this Agreement, whether arising from a breach of contract or warranty, or arising in tort, strict liability, by statute or otherwise, even if it has been advised of their possible existence or if such loss, damages or expenses were reasonably foreseeable.

Notwithstanding any provision hereof to the contrary, neither party's liability shall be limited by this Article with respect to claims arising from breach of any confidentiality obligation, arising from such party's infringement of the other party's intellectual property rights, covered by any express indemnity obligation of such party hereunder, arising from or with respect to injuries to persons or damages to tangible property, or arising out of the gross negligence or willful misconduct of the party or its employees.

9.5 Insurance. At all times during the term of this Agreement, Contractor shall procure, pay for, and maintain, with approved insurance carriers, the minimum insurance requirements set forth below, unless otherwise agreed in a Purchase Order between Contractor and Participating Entities. Further, Contractor shall require all contractors and sub-contractors performing work for which the same liabilities may apply under this Agreement to do likewise. All subcontractors performing work for which the same liabilities may apply under this contract shall be required to do likewise. Contractor may cause the insurance to be effected in whole or in part by the contractors or sub-contractors under their contracts. NCTCOG reserves the right to waive or modify insurance requirements at its sole discretion.

Requirements:

Workers' Compensation:

Statutory limits and employer's liability of \$100,000 for each accident or disease.

Commercial General Liability

Minimum Required Limits:

\$1,000,000 per Occurrence;

\$3,000,000 General Aggregate

Commercial General Liability Policy Shall include:

Coverage A: Bodily injury and property damage;

Coverage B: Personal and Advertising Injury liability;

Coverage C: Medical Payments;

Products: Completed Operations;

Fire Legal Liability;

Policy coverage must be on an "occurrence" basis using CGL forms as approved by the Texas State Board of Insurance.

Business Auto Liability

Coverage shall be provided for all owned hired, and non-owned vehicles. Required Limit: \$1,000,000 combined single limit each accident.

Professional Errors and Omissions liability:

Required Limits:

\$1,000,000 Each Claim

\$1,000,000 Annual Aggregate

- 9.6 **Conflict of Interest.** During the term of this Agreement, and all extensions hereto and for a period of one (1) year thereafter, neither party, shall, without the prior written consent of the other, directly or indirectly, whether for its own account or with any other persons or entity whatsoever, employ, solicit to employ or endeavor to entice away any person who is employed by the other party.
- 9.7 **Force Majeure.** It is expressly understood and agreed by both parties to this Agreement that, if the performance of any provision of this Agreement is delayed by force majeure, defined as reason of war, civil commotion, act of God, governmental restriction, regulation or interference, fire, explosion, hurricane, flood, failure of transportation, court injunction, pandemic, epidemic, or any circumstances which are reasonably beyond the control of the party obligated or permitted under the terms of this Agreement to do or perform the same, regardless of whether any such circumstance is similar to any of those enumerated herein, the party so obligated or permitted shall be excused from doing or performing the same during such period of delay, so that the period of time applicable to such requirement shall be extended for a period of time equal to the period of time such party was delayed. Each party must inform the other in writing within a reasonable time of the existence of such force majeure.
- 9.8 **Ability to Perform.** Contractor agrees promptly to inform NCTCOG of any event or change in circumstances which may reasonably be expected to negatively affect the Contractor's ability to perform its obligations under this Agreement in the manner contemplated by the parties.
- 9.9 **Availability of Funding.** This Agreement and all claims, suits, or obligations arising under or related to this Agreement are subject to and limited by the receipt and availability of funds which are received from the Participating Entities by NCTCOG dedicated for the purposes of this Agreement.
- 9.10 **Governing Law.** This Agreement will be governed by and construed in accordance with the laws of the State of Texas, United States of America. The mandatory and exclusive venue for the adjudication or resolution of any dispute arising out of this Agreement shall be in Tarrant County, Texas.
- 9.11 **Waiver.** Failure by either party to insist on strict adherence to any one or more of the terms or conditions of this Agreement, or on one or more occasions, will not be construed as a waiver, nor deprive that party of the right to require strict compliance with the same thereafter.
- 9.12 **Entire Agreement.** This Agreement and any attachments/addendums, as provided herein, constitutes the entire agreement of the parties and supersedes all other agreements, discussions, representations or understandings between the parties with respect to the subject matter hereof. No amendments hereto, or waivers or releases of obligations hereunder, shall be effective unless agreed to in writing by the parties hereto.

- 9.13 **Assignment.** This Agreement may not be assigned by either Party without the prior written consent of the other Party.
- 9.14 **Severability.** In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision(s) hereof, and this Agreement shall be revised so as to cure such invalid, illegal, or unenforceable provision(s) to carry out as near as possible the original intents of the Parties.
- 9.15 **Amendments.** This Agreement may be amended only by a written amendment executed by both Parties, except that any alterations, additions, or deletions to the terms of this Agreement, which are required by changes in Federal and State law or regulations or required by the funding source, are automatically incorporated into this Agreement without written amendment hereto and shall become effective on the date designated by such law or regulation.
- 9.16 **Dispute Resolution.** The parties to this Agreement agree to the extent possible and not in contravention of any applicable State or Federal law or procedure established for dispute resolution, to attempt to resolve any dispute between them regarding this Agreement informally through voluntary mediation, arbitration or any other local dispute mediation process, including but not limited to dispute resolution policies of NCTCOG, before resorting to litigation.
- 9.17 **Publicity.** Contractor shall not issue any press release or make any statement to the media with respect to this Agreement or the services provided hereunder without the prior written consent of NCTCOG.
- 9.18 **Survival.** Rights and obligations under this Agreement which by their nature should survive will remain in effect after termination or expiration hereof.

ARTICLE X ADDITIONAL REQUIREMENTS

- 10.1 **Equal Employment Opportunity.** Contractor shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, sexual orientation, gender identity, or national origin. Contractor shall take affirmative actions to ensure that applicants are employed, and that employees are treated, during their employment, without regard to their race, religion, color, sex, sexual orientation, gender identity, or national origin. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
- 10.2 **Davis-Bacon Act.** Contractor agrees to comply with all applicable provisions of 40 USC § 3141 – 3148.
- 10.3 **Contract Work Hours and Selection Standards.** Contractor agrees to comply with all applicable provisions of 40 USC § 3701 – 3708 to the extent this Agreement indicates any employment of mechanics or laborers.
- 10.4 **Rights to Invention Made Under Contract or Agreement.** Contractor agrees to comply with all applicable provisions of 37 CFR Part 401.
- 10.5 **Clean Air Act, Federal Water Pollution Control Act, and Energy Policy Conservation Act.** Contractor agrees to comply with all applicable provisions of the Clean Air Act under 42 USC § 7401 – 7671, the Energy Federal Water Pollution Control Act 33 USC § 1251 – 1387, and the Energy Policy Conservation Act under 42 USC § 6201.
- 10.6 **Debarment/Suspension.** Contractor is prohibited from making any award or permitting any award at any tier to any party which is debarred or suspended or otherwise excluded from or ineligible for participation in federal assistance programs under Executive Order 12549, Debarment and Suspension. Contractor and its subcontractors shall comply with the Certification Requirements for Recipients of Grants and Cooperative Agreements Regarding Debarments and Suspensions.
- 10.7 **Restrictions on Lobbying.** CONTRACTOR agrees to comply with all applicable provisions of 2 CFR §200.450. CONTRACTOR shall include a statement of compliance with the Lobbying Certification and Disclosure of Lobbying Activities in procurement solicitations exceeding \$100,000. Lobbying Certification and Disclosure of Lobbying Activities

shall be completed by subcontractors and included in subcontractor contracts, as applicable. 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. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.

10.8 Procurement of Recovered Materials. Contractor agrees to comply with all applicable provisions of 2 CFR §200.322.

10.9 Drug-Free Workplace. Contractor shall provide a drug free work place in compliance with the Drug Free Workplace Act of 1988.

10.10 Texas Corporate Franchise Tax Certification. Pursuant to Article 2.45, Texas Business Corporation Act, state agencies may not contract with for profit corporations that are delinquent in making state franchise tax payments.

10.11 Civil Rights Compliance

Compliance with Regulations: Contractor will comply with the Acts and the Regulations relative to Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation (USDOT), the Federal Highway Administration (FHWA), as they may be amended from time to time, which are herein incorporated by reference and made part of this agreement.

Nondiscrimination: Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, sex, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. Contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 45 CFR Part 21.

Solicitations for Subcontracts, Including Procurement of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by Contractor for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier will be notified by Contractor of obligations under this contract and the Acts and Regulations relative to Nondiscrimination on the grounds of race, color, sex, or national origin.

Information and Reports: Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and facilities as may be determined by the State or the FHWA to be pertinent to ascertain compliance with such Acts, Regulations or directives. Where any information required of Contractor is in the exclusive possession of another who fails or refuses to furnish this information, Contractor will so certify to NCTCOG, the Texas Department of Transportation ("the State") or the Federal Highway Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

Sanctions for Noncompliance: In the event of Contractor's noncompliance with the Nondiscrimination provisions of this Agreement, NCTCOG will impose such sanctions as it or the State or the FHWA may determine to be appropriate, including, but not limited to: withholding of payments to the Contractor under this Agreement until the Contractor compiles and/or cancelling, terminating or suspension of this Agreement, in whole or in part.

Incorporation of Provisions: Contractor will include the provisions of the paragraphs listed above, in this section 10.11, in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. Contractor will take such action with respect to any subcontract or procurement as NCTCOG, the State, or the FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if Contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier because of such direction, Contractor may request the State to enter into such litigation to

protect the interests of the State. In addition, Contractor may request the United States to enter into such litigation to protect the interests of the United States.

10.12 **Disadvantaged Business Enterprise Program Requirements**

Contractor shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any U.S. Department of Transportation (DOT)-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. Contractor shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure non-discrimination in award and administration of DOT-assisted contracts. Each sub-award or sub-contract must include the following assurance: *The Contractor, sub-recipient, or sub-contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement. The Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this agreement, which may result in the termination of this agreement or such other remedy as the recipient deems appropriate.*

10.13 **Pertinent Non-Discrimination Authorities**

During the performance of this Agreement, Contractor, for itself, its assignees, and successors in interest agree to comply with the following nondiscrimination statutes and authorities; including but not limited to:

- a. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- b. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects).
- c. Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), as amended, (prohibits discrimination on the basis of sex).
- d. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.) as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27.
- e. The Age Discrimination Act of 1975, as amended, (49 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age).
- f. Airport and Airway Improvement Act of 1982, (49 U.S.C. Chapter 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex).
- g. The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, subrecipients and contractors, whether such programs or activities are Federally funded or not).
- h. Titles II and III of the Americans with Disabilities Act, which prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38.
- i. The Federal Aviation Administration’s Nondiscrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex).
- j. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations.
- k. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, the parties must take reasonable steps to ensure that LEP persons have meaningful access to the programs (70 Fed. Reg. at 74087 to 74100).
- i. Title IX of the Education Amendments of 1972, as amended, which prohibits the parties from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq.).

10.14 Ineligibility to Receive State Grants or Loans, or Receive Payment on State Contracts

In accordance with Section 231.006 of the Texas Family Code, a child support obligor who is more than thirty (30) days delinquent in paying child support and a business entity in which the obligor is a sole proprietor, partner, shareholder, or owner with an ownership interest of at least twenty-five (25) percent is not eligible to:

- a. Receive payments from state funds under a contract to provide property, materials or services; or
- b. Receive a state-funded grant or loan.

By signing this Agreement, the Contractor certifies compliance with this provision.

10.15 House Bill 89 Certification

If contractor is required to make a certification pursuant to Section 2270.002 of the Texas Government Code, contractor certifies that contractor does not boycott Israel and will not boycott Israel during the term of the contract resulting from this solicitation. If contractor does not make that certification, contractor state in the space below why the certification is not required.

10.16 Certification Regarding Disclosure of Conflict of Interest.

The undersigned certifies that, to the best of his or her knowledge or belief, that:

“No employee of the contractor, no member of the contractor’s governing board or body, and no person who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of this contract shall participate in any decision relating to this contract which affects his/her personal pecuniary interest.

Executives and employees of contractor shall be particularly aware of the varying degrees of influence that can be exerted by personal friends and associates and, in administering the contract, shall exercise due diligence to avoid situations which give rise to an assertion that favorable treatment is being granted to friends and associates. When it is in the public interest for the contractor to conduct business with a friend or associate of an executive or employee of the contractor, an elected official in the area or a member of the North Central Texas Council of Governments, a permanent record of the transaction shall be retained.

Any executive or employee of the contractor, an elected official in the area or a member of the NCTCOG, shall not solicit or accept money or any other consideration from a third person, for the performance of an act reimbursed in whole or part by contractor or Department. Supplies, tools, materials, equipment or services purchased with contract funds shall be used solely for purposes allowed under this contract. No member of the NCTCOG shall cast a vote on the provision of services by that member (or any organization which that member represents) or vote on any matter which would provide a direct or indirect financial benefit to the member or any business or organization which the member directly represents”.

No officer, employee or paid consultant of the contractor is a member of the NCTCOG.

No officer, manager or paid consultant of the contractor is married to a member of the NCTCOG.

No member of NCTCOG directly owns, controls or has interest in the contractor.

The contractor has disclosed any interest, fact, or circumstance that does or may present a potential conflict of interest.

No member of the NCTCOG receives compensation from the contractor for lobbying activities as defined in Chapter 305 of the Texas Government Code.

Should the contractor fail to abide by the foregoing covenants and affirmations regarding conflict of interest, the contractor shall not be entitled to the recovery of any costs or expenses incurred in relation to the contract and shall immediately refund to the North Central Texas Council of Governments any fees or expenses that may have been paid under this contract and shall further be liable for any other costs incurred or damages sustained by the NCTCOG as it relates to this contract.

10.17 Certification of Fair Business Practices

That the submitter affirms that the submitter has not been found guilty of unfair business practices in a judicial or state agency administrative proceeding during the preceding year. The submitter further affirms that no officer of the submitter has served as an officer of any company found guilty of unfair business practices in a judicial or state agency administrative during the preceding year.

10.18 Certification of Good Standing Texas Corporate Franchise Tax Certification

Pursuant to Article 2.45, Texas Business Corporation Act, state agencies may not contract with for profit corporations that are delinquent in making state franchise tax payments. The undersigned authorized representative of the corporation making the offer herein certified that the following indicated Proposal is true and correct and that the undersigned understands that making a false Proposal is a material breach of contract and is grounds for contract cancellation.

10.19 Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment. Pursuant to Public Law 115-232, Section 889, and 2 Code of Federal Regulations (CFR) Part 200, including §200.216 and §200.471, NCTCOG is prohibited from using federal funds to procure, contract with entities who use, or extend contracts with entities who use certain telecommunications and video surveillance equipment or services provided by certain Chinese controlled entities. The Contractor agrees that it is not providing NCTCOG with or using telecommunications and video surveillance equipment and services as prohibited by 2 CFR §200.216 and §200.471. Contractor shall certify its compliance through execution of the “Prohibited Telecommunications and Video Surveillance Services or Equipment Certification,” which is included as Appendix D of this Contract. The Contractor shall pass these requirements down to any of its subcontractors funded under this Agreement. The Contractor shall notify NCTCOG if the Contractor cannot comply with the prohibition during the performance of this Contract.

10.20 Discrimination Against Firearms Entities or Firearms Trade Associations

Pursuant to Texas Local Government Code Chapter 2274, Subtitle F, Title 10, prohibiting contracts with companies who discriminate against firearm and ammunition industries. NCTCOG is prohibited from contracting with entities, or extend contracts with entities who have practice, guidance, or directive that discriminates against a firearm entity or firearm trade association. Contractor shall certify its compliance through execution of the “Discrimination Against Firearms Entities or Firearms Trade Associations Certification,” which is included as Appendix D of this Contract. The Contractor shall pass these requirements down to any of its subcontractors funded under this Agreement. The Contractor shall notify NCTCOG if the Contractor cannot comply with the prohibition during the performance of this Contract.

10.21 Boycotting of Certain Energy Companies

Pursuant to Texas Local Government Code Chapter 2274, Subtitle F, Title 10, prohibiting contracts with companies who boycott certain energy companies. NCTCOG is prohibited from contracting with entities or extending contracts with entities that boycott energy companies. Contractor shall certify its compliance through execution of the “Boycotting of Certain Energy Companies Certification,” which is included as Appendix D of this Contract. The Contractor shall pass these requirements down to any of its subcontractors funded under this Agreement. The Contractor shall notify NCTCOG if the Contractor cannot comply with the prohibition during the performance of this Contract.

10.22 Domestic Preference for Procurements

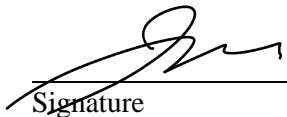
As appropriate and to the extent consistent with law, the CONTRACTOR should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). Consistent with §200.322, the following items shall be defined as: “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals

such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

10.23 **Trafficking in Persons**

The Contractor agrees to comply with all applicable provisions of 2 CFR §175.15. NCTCOG, the Contractor, and its subcontractors are prohibited from (i) engaging in severe forms of trafficking in persons during the period of time that the award is in effect; (ii) procure a commercial sex act during the period of time that the award is in effect; (iii) use forced labor in the performance of the award or subawards under the award. The Federal award agency may unilaterally terminate the award, without penalty, if the Contractor (i) is determined to have violated an applicable prohibition; (ii) has an employee who is determined by the agency officially authorized to terminate the award to have violated an applicable prohibition of this award term. NCTCOG must notify the Federal award agency immediately if any information received from the Contractor indicates a violation of the applicable prohibitions.

**Employers Choice Online, Inc. dba Employers
Choice Screening**



06/12/2025

SignatureDate

Jesus Ariel Lopez

Printed Name

Vice President of Sales

Title

North Central Texas Council of Governments

Signed by:



6/26/2025

SignatureDate

Todd Little

Executive Director

APPENDIX A

Statement of Work



References

State of Montana, Department of Administration, State Procurement Bureau (State)

125 North Roberts Street, Mitchell Bldg., Rm 165 Helena, MT 59620

P: (406) 444-2516 / Contact: Grace Waring, Contracts Officer | E: Grace.Waring@mt.gov

Montana Fish, Wildlife & Parks

Contact: Stacy Purdom, Human Resource Specialist

P: (406) 444-5670 | E: Stacy.Purdom@mt.gov

State Agreement: SPB19-0168MR-F

Term: June 30, 2021 – June 30, 2028

Texas Department of Transportation

125 East 11th Street Austin, TX 78701

P: (512) 416-4743 / Contact: Sandi Jowers | E: sandi.jowers@txdot.gov

Contact: Demond Whitehead, Human Resources

P: (512) 416-3147 | E: demond.whitehead@txdot.gov

PO Number: 601440000038772 | RFP 0000014452 (complete)

Term: February 28, 2018 – May 30, 2022

Denton County Transportation Authority

1955 Lakeway Drive, Suite 260 Lewisville, TX 75057

Contact: Brittany Manyika, Human Resources Generalist

P: (972) 316-6101 | E: bmanyika@dcta.net

PO/Contract Number: ECS Service Agreement Signed (informal bid)

Term: June 26, 2024 – Present

County of San Diego

5500 Overland Avenue, Suite 370 San Diego, CA 92123

Contact: Ramisi Briggs, Sr. Human Resource Analyst

P: (858) 694 - 3620 | E: Ramisi.Briggs@sdcounty.ca.gov

PO/Contract Number: 560530 (complete)

Term: Jun 30, 2020 – June 30, 2024

PO/Contract Number: 570306 (current)

Term: Jun 30, 2019– June 20, 2029



SEPTA – Southeastern Pennsylvania Transportation Authority

1234 Market Street Philadelphia, PA 19107

Contact: Jeff Missan, Director/Recruiter

P: (215) 264-9258 | E: JMissan@septa.org

PO/Contract Number: S953137 (completed)

Term: October 21, 2021 – February 16, 2025

PO/Contract Number: 24-00182-AALD | S005534

Term: February 16, 2025 – February 15, 2028

Tab D – Project-related Experience and Qualifications

SCOPE OF WORK

The desired outcome of this RFP is to retain a contractor(s) to supply municipalities, counties, school districts and other government agencies on an as-needed basis with the services listed below:

Service Category #1: Background Check Services

Service Category #2: Other Ancillary Services

Screening Services Overview

PRE-EMPLOYMENT

Background Screening Services

At Employers Choice Screening, we take pride in providing a wide range of employment background screening services tailored to businesses of all sizes and industries, catering to your unique hiring requirements. With our screening services, employers can confidently make informed decisions, ensuring a safer work environment through responsible hiring practices.

Our screening solutions empower employers by offering vital data to evaluate an applicant's suitability for employment. Our comprehensive background screening program sets the foundation for reliable and secure hiring processes by:

- Helping protect assets, employees, and customers
- Maintaining client trust and reputation
- Creating a safe, secure workplace
- Protecting your business against liability claims
- Ensuring success by hiring confident and competent hires
- Making fair hiring decisions
- Complying with Federal, State, Local, & Industry-specific requirements



Services shall include, but not be limited to, all services requested under 3.3.1 Requests for Background Investigation of this solicitation.

[Click Here to view our full-service catalog:](#)

Criminal Background Searches

Employers Choice Screening offers various criminal background searches with tailor-made solutions for your business's specific needs. With customizable order options, we're sure that we can provide you with the background check that best suits your needs.

Average Turn-Around Time: 1-3+ business days determined by jurisdiction searched.

SSN Address Trace & Validation (includes aliases)

Verifying an applicant's address history and personal information gives you confidence in your applicant's integrity and is used as the foundation of any comprehensive background check.

Social Security Number Validation

This identity search uses information from the Social Security Administration (SSA) to determine if a Social Security Number (SSN) provided by an applicant is valid and checks the SSA Death Index to detect any inconsistencies. This service can also help verify if the SSN holder's name, date of



birth, and SSN match SSA records by obtaining the information directly from the SSA.

Note: the SSN Validation search does not confirm that the SSN belongs to your candidate. This must be done through a Consent-Based Social Security Verification (CBSV).

Social Security Number Address Trace

This identity search helps identify the names and addresses associated with an applicant's Social Security Number (SSN). This information may be used to request additional public record searches within the jurisdictions corresponding to the candidate's identified addresses.

Average Turn-Around Time: Instant

County Criminal Record Search

A County Criminal Record Search provides misdemeanor and felony offenses as the foundation of any comprehensive Background Check.

County Criminal Record Searches are the most reliable and thorough source for obtaining an applicant's criminal past. They are available in over 3,000 counties across the U.S. Results will typically include file, offense and disposition dates, case number, charges, the severity of each charge, disposition and sentencing details, including probation violations and pending court cases when available. The standard scope for a County Criminal Record Search is seven years, with extended searches available in some jurisdictions. These searches depend on the limited availability of archived records, state laws, and Fair Credit Reporting Act (FCRA) regulations in a given jurisdiction.

ECS offers county criminal record searches that include the most current and complete criminal record information pulled directly from each local jurisdiction searched. Most national and state criminal databases are updated periodically and are missing critical record information. Including a County Criminal Record Search provides you with the most up-to-date information, ensuring the verification of criminal record hits reported from statewide and national criminal databases.

Our widespread network of court researchers ensures the quality and timeliness of record information returned to our clients based on the jurisdiction searched. To correctly identify and verify county criminal records, our trained FCRA-certified research team audits every search strictly per FCRA regulation before including criminal information in each completed screening report. Through this Quality Assurance review, ECS provides our clients with the most accurate, comprehensive, and reliable information available.

Average Turn-Around Time: Varies by jurisdiction. Live updates and average ETA's provided on each search.



Statewide Criminal Record Database Search

A Statewide Criminal Record Search provides a wider search scope of criminal history, searching available state repositories, which include district courts, state police departments, bureaus of investigations, The State Department of Corrections, The State Admin Office of Courts, and select statewide court systems that encompass some or all counties within a state.

A Statewide Criminal Record Search may return different levels of reportable criminal record information based on the jurisdiction and availability in each state when searched. This search helps employers increase their criminal search scope beyond a county-level search for a more comprehensive Background Check option.

Average Turn-Around Time: Varies by jurisdiction. Live updates and average ETA's provided on each search.

National Criminal Database Record Search

A National Criminal Record Database Search is a comprehensive national database search that allows employers the ability to search and discover potential criminal records that may not show up on a county or statewide search. Adding a National Criminal Record Database Search can help employers uncover additional criminal records in jurisdictions beyond those known addresses provided by your applicant, searching in counties and states where your applicant has worked, lived, or attended school.

A National Criminal Record Database Search draws from over 500 million records from thousands of jurisdictions, including counties, The Department of Corrections (DOC), The Administrative Office of Courts (AOC), and Sex Offender registries from all 50 states, plus Washington DC, Guam, and Puerto Rico.

When a record is returned, ECS will confirm the accuracy of the record hit with the originating source at the county or state courthouse. The National Criminal Database Search is only available with additional county and statewide record searches.

Average Turn-Around Time: Instant to 1 business day if record hit is found for QA review clearance

National Sex Offender Registry Search

A Sex Offender Registry Search is processed through the National Sex Offender Registry Public database and each state registry. Employers Choice Screening uses identifying data from your candidate to confirm or identify individuals who appear on the registry.

Average Turn-Around Time: Instant

Federal Criminal Record Search

A Federal Criminal Records Search provides record information that is not available or included in a traditional criminal search conducted at the county or state level. This search is processed by searching the Public Access to Court Electronic Records (PACER) federal index for potential record hits. Federal record hits can uncover additional records related to violations of federal criminal law. This may include tax evasion, fraud, embezzlement, mail, and wire fraud, immigration law violations, postal offenses, interstate drug trafficking, arms violations, kidnapping charges, and other related crimes that may have occurred on federal property and have violated federal law. A



Federal Criminal Record Search:

- Search all Federal District Criminal Courts
- Identify criminal cases heard in a Federal District Court
- Reports federal criminal offenses such as white-collar crimes, crimes that cross state lines, trafficking, etc.

Average Turn-Around Time: 1 – 2 Business Days

Sanctions Search (OFAC/OIG/SAM/FACIS Search)

Our Sanctions Search accesses over 3000 government registries held by international government and regulatory enforcement resources to help identify restricted, sanctioned, and prohibited individuals related to political exposure, criminal activity, terrorism, financial sanctions, and debarments.

Average Turn-Around Time: Instant

Record Searches

Credit Report

A credit report offers insight into an applicant's fiscal responsibility and financial history. Results typically include address history, alias names, charge-offs, collection accounts, monthly payment history, eviction, and other financial events.

The FCRA requires permissible purposes to pull a credit report, and several states have placed restrictions on using credit reports as a determining factor in employment. They may require additional disclosures on the consent form before running a credit report. An employer should only use a credit report when it is specifically relevant to the job position, and appropriate policies and procedures are in place to ensure proper use of the credit report as a factor for determining employment. Credit reports are often used by employers in the financial sector and positions with high fiscal responsibility, such as executive and senior management positions.

Average Turn-Around Time: Instant

Civil Record Search

ECS can conduct civil litigation or lawsuit record searches at the county or federal jurisdiction levels. Federal civil searches are conducted at specific US District courts. A Civil Record Search is ideal for employers looking to hire applicants who will be handling money or will have access to secure financial information, C-level executives, CPAs, financial and banking staff, and business owners.

A Civil Record Search identified disputes involving:

- Property
- Money
- Contracts

Average Turn-Around Time: 1-3+ business days determined by jurisdiction searched.



Motor Vehicle Report (MVR)

A Motor Vehicle Record (MVR) Check helps employers ensure that their drivers are licensed and free from citations and violations that could pose a risk to others on the road. Through our access to Department of Motor Vehicle records nationwide, employers gain valuable insight into an individual's driving history.

Speeding violations, numerous tickets, license restrictions, and alcohol and substance driving violations are all filed with the DMV. Including an MVR Check as part of your background check protects your company, your reputation, and other drivers from applicants driving while employed by your company.

A driver is not limited to people who drive for a living, like trucking and delivery drivers. Any employee who may drive while employed by your company is a candidate for an MVR Check.

Many employers require a clean MVR Report before gaining access to company vehicles. Other employers must comply with annual MVR verification checks as a practical approach to maintaining safe drivers throughout the term of their employment.

Average Turn-Around Time: Same-Day

Verification Services

Education Verification Report

Verify your applicant's educational history by checking their degree, diploma, general educational development (GED) test completion, or current enrollment status. Most employers find verifying education history as part of their background screening process time-consuming. Our ECS Verification team can help verify education history directly with the institution or through their authorized agents. An education verification confirms the start and end dates of education, enrollment status if the current education program is not yet complete, and the level of the degree/diploma received with the institution.

An education verification conducted by ECS will help verify the educational history provided by your applicant, giving you greater confidence that they have the appropriate qualifications you require for the role you seek to fill.

Verification Options

- verified through an authorized agent like the National Student Clearinghouse
- verified directly with the academic institution or school that issued the diploma, degree, or GED
- verified through supporting documentation provided by your applicant.
 - ✓ -copies of the listed degree/diploma
 - ✓ -official school transcripts with verified logos and signatures
 - ✓ -verified through an authorized third-party agent like Transcript Network, Credentials eScrip-Safe, CeDiploma, etc.



Average Turn-Around Time: 1-3 Business Days based on the responsiveness of the contacted source

Training, Certification, or Licenses Verification

Confirm the validity and status of a license or certification of your candidate with this verification. Our ECS Verification team will help verify the following:

- If your applicant has been licensed or certified
- If restrictions or violations have occurred
- Whether the license or certificate is in good standing, has expired, or has been revoked
 - License or Certification Number
 - Document type and current status
- Date issued and expiration date
- Any disciplinary actions or restrictions

Average Turn-Around Time: 1 – 2 Business Days

Employment Verification Report

Verify your applicant's employment history and job-related experience through our Employment Verification service.

Verifying employment history as part of your background screening process can be a time-consuming task for most employers. Our ECS Verification team will help you verify an applicant's employment history to validate that the information provided is accurate, the work experience provided is sufficient to meet your job requirements, and past titles, dates of employment, and job responsibilities are valid.

Employment verification will help verify the following:

Employment Type: Current/Past Employer(s)

- ✓ Title/Position
- ✓ Hire Date / End Date
- ✓ Employment Type: Full-Time / Part-Time / Volunteer / Contractor
- ✓ Reason for Separation
- ✓ Federal Motor Carrier Safety Administration/Department of Transportation (FMCSA/DOT) Employment History if applicable for DOT-regulated driving positions

Verification Options:



- ✓ verified directly through your applicant's listed employer
- ✓ verified directly through an authorized agent like The Work Number, Tenstreet, Inverify, Thomas & Company, CCC Verify, Experian Verify, and other third-party data providers
- ✓ verified through supporting documentation provided by your applicant for contractor positions, self-employment, current employment positions, and employers who are not responsive or no longer in business
 - a copy of a valid w-2 or 1099 tax form
 - a copy of the applicant's most recent pay stub

Average Turn-Around Time: 1-5 Business Days based on the responsiveness of the contacted source

DOT Employment Verification

DOT background checks protect your business by ensuring your commercial drivers are qualified businesses regulated by the Department of Transportation (DOT) must conduct DOT background checks before hiring commercial drivers.

If your business hires commercial drivers, you know driver safety is essential not just to your business, but to everyone on the road. A U.S. Department of Transportation (DOT) background check is a specialized background check designed to ensure that drivers of commercial vehicles are qualified. Any business regulated by the DOT must conduct a DOT background check as part of its hiring process. DOT employment verifications must be completed within 30 days of the candidate's hiring, per the U.S. Department of Transportation.

A DOT Employment Verification gathers detailed information about the applicant's employment history and driving record during the past three years of employment. In order to comply with DOT regulations, a DOT Employment Verification must contact all of the driver's employers from the past three years to ask all of the questions required by the FMCSA in DOT Rule 49 CFR Part 391.

As part of the DOT Employment Verification, employers must notify applicants that they have the right to review the information their former employers provide, allowing them to dispute information they think may be inaccurate.

In order to meet DOT requirements:

- ✓ ECS will make a DOT Employment inquiry through the mail, fax, telephone, or email.
- ✓ we will provide the past employer with a signed release from the applicant
- ✓ we will document all attempts made to contact previous employers to show good faith effort was made to obtain the required information required by DOT regulation.

Average Turn-Around Time: employers have up to 30 days to respond from the date of inquiry made by ECS. Status updates will be provided through our online platform with each attempt made.



Optional Services

International Criminal Record Searches

Search International records in over 250 Countries and Territories

International Criminal Record Searches help discover potential crimes and offenses in an applicant's previous countries of residence when hiring potential candidates abroad or that may have lived outside the United States.

Criminal record information is subject to availability based on a country's laws and regulations and record-keeping practices. Some countries maintain only paper files at local jurisdictions or police departments, which can result in longer turnaround times or the unavailability of records found.

Specific requirements may apply to some international searches, including additional applicant-signed consent forms, supporting documents, and required applicant data to access information internationally.

Average Turn-Around Time: 2-15+ business days. Varies by country

International Verification Services

ECS provides international verification of employment and education credentials outside the United States. We verify information from Europe, Asia, the Middle East, South America, and Africa.

Specific requirements may apply to some international searches, including additional applicant-signed consent forms, supporting documents, and required applicant data to access record information internationally.

Average Turn-Around Time: 2-15+ business days. Varies by country

Tab E – Technical Proposal



Exhibit 4 Questionnaire

Please answer the following questions using this questionnaire. You may add pages or attachments where necessary but please number them to correspond with the question you are answering.

5.1 Technical Specifications

5.1.1.1 Compliance Expertise: Explain how your company has a deep understanding of federal, state, and local regulations, including the Fair Credit Reporting Act (FCRA) and Equal Employment Opportunity Commission (EEOC) guidelines.

Professional Background Screening Association (PBSA / formerly NAPBS)

ECS has been an active member of the PBSA since 2004, becoming an accredited firm in 2017. Our company remains engaged and attends all mid- year and annual conferences, keeping ourselves informed and educated on the latest news, updates, and current local, state, and federal laws and regulations relating to our industry. Program accreditation and continuous compliance include completing yearly audits and reviews related to our internal policies and procedures to ensure the quality and performance of our services. The accreditation program is governed by a strict and thorough set of professional standards of specified requirements, and measurements focused on information security, legal and compliance standards, a focus on client education, monitored researcher and data standards, verification service standards, and strict business practices as it relates to Background Screening.

[CLICK HERE](#) to view the PBSA Accredited Firms Directory

Compliance Management

ECS ensures that all reportable information returned to our clients is in full compliance with all local, state, federal, and international laws, rules, and regulations, including, but not limited to, the Fair Credit Reporting Act (FCRA), EEOC, the Fair and Accurate Credit Transactions Act (FACT), the California Investigative Consumer Reporting Agencies Act (ICRAA), the Consumer Credit Reporting Agencies Act (CCRAA), Driver's Privacy Protection Act, United States Federal Motor Carrier Safety Administration regulations, and the Gramm-Leach-Bliley Act (where applicable). We provide all applicants with an electronic or PDF Disclosure and Authorization Form, "FCRA Summary of Rights" documentation, and all appropriate state and federal notices when requesting applicant information for a Background Check.

As a nationwide human resource service provider providing domestic and international research and verification capabilities, we maintain a complete and updated 50-state compliance guide that is updated and maintained continuously for compliance. New state requirements and disclosures are retained in this guide and updated per specific requirements set by our PBSA certification. Anytime we are made aware of a change in law or any particular statute, we immediately alert all our clients via email and various communication channels.

5.1.1.2 Accuracy and Thoroughness: Explain how your company provides accurate and comprehensive reports. This includes verifying employment history, education, criminal records, and other relevant checks.

Customer Support & Satisfaction

Employers Choice Screening guarantees a direct and proactive approach with all our clients, including those for whom we have been awarded contracts through a formal bidding process. You will be assigned a dedicated team consisting of an Account Manager and a dedicated Customer Service Specialist, as well as access to our daily research and processing team. This personalized level of customer service allows our specialized team to provide prompt same-day responses and assist you during the term of this contract. You will be assigned a team that fully understands your account's specific requirements and specifications, enabling us to promptly process your orders and questions separate from those requests submitted by our everyday B2B, commercial, and non-contracted clients. For support with daily questions and inquiries, you may contact your direct account manager by phone or email or submit a ticket request to support@employerschoicesscreening.com.

Furthermore, our background screening processes and procedures undergo continuous quality assurance reviews to ensure compliance and accuracy with the information we receive. They are managed by our quality management system, which is detailed below. Our current accuracy metrics on total reports completed is 99.8% and rarely call for reinvestigation. Reinvestigations usually occur when applicant records are returned incorrectly by the court or updated documents are required via applicant request to the court for updated case decision details. ECS has a long-lasting relationship with most of our clients, many going as far back as a decade while operating as a division of Diversified Risk Management Inc. Our average **client retention rate**, based on active clients ordering within the last three years, is 99.6%. Our customer satisfaction is continuously monitored as part of our **Quality Management System (QMS)**. All inquiries submitted by phone or online through our customer service ticketing system are constantly reviewed for quality and performance improvement. Online submissions automatically yield a customer satisfaction survey that will allow customers to rate their level of service and provide specific feedback regarding each service issue and how it was resolved. Bi- quarterly surveys are also sent out and logged into our quality management system, providing a **Customer Satisfaction Score (CSAT)**, which rates our customer service, delivery times, and services offered to each client. Our current Performance Score through September 30, 2024 is 98.9% based on customer satisfaction data collected.

Quality Management System



The ISO 9001:2015 certification establishes the criteria for developing and implementing a solid quality management system that manages regulations, standards, and customer satisfaction. This standard is based on a number of quality management principles, including a strong customer focus, the motivation and commitment of top management to maintain a strong and consistent quality of service, and the process approach and continual improvement of that quality management system. Using ISO 9001:2015 standards help ensure that our customers



get consistent, good-quality customer service and screening services throughout the term of our business relationship. Through this standard, Employers Choice Screening has been certified to meet our internal customer requirements and continually improve all deliverable services offered to our clients. Our management team has designed a quality management system (QMS) to ensure that our quality policy is appropriate to the purpose of our organization. It includes a commitment to comply with quality requirements and continually improve the effectiveness of our QMS. We provide a framework for establishing and reviewing quality objectives that are communicated and understood within our organization and made available to our clients as well per request. Our processes are continuously checked for continued suitability and compliance as required for active certification.

Employers Choice Screening focuses on Compliance, Quality Assurance, Information Security, and Customer Service. We utilize a variety of trusted and secure government-run databases and other data providers directly integrated with our screening software, in conjunction with our network of qualified and continuously audited court researchers (domestic and international), who contribute record information to each Background Screening Report. All information received, including all criminal record hits, goes through our internal Quality Assurance review to ensure the accuracy of the information being reported before completion, minimizing the need for reinvestigation and ensuring you receive quality record information that can be used when making a sound hiring decision. Furthermore, our internal Quality Management System (QMS) continuously monitors our daily processes and employee training schedule to ensure that customer satisfaction and service delivery metrics are always met. Employees must complete Sexual Harassment Training, Cyber Security Training, Ethics, and Customer Service Training upon hire and specialized PBSA Advanced Certification training as part of their onboarding process.

Any issue identified or reported to our team by our clients is entered into our QMS System for review by our management team. All cases must be thoroughly reviewed, and a resolution must be provided within 30 days of review. All reported issues are then discussed internally during our Quarterly management meetings to prevent any reoccurrences and identify areas in Customer Service, internal processes and procedures, and Quality Assurance that we can improve. Client escalations will be reported to your account manager for review and resolution within 30 days of occurrence.

Quality Assurance (QA) Review

Per PBSA requirements, all record hits are reviewed by our Records Team Lead before being reported on a final report. This is noted with a date and time stamp in our internal notes section of each search performed. Reportable record hits must contain at least three identifiers: a full name match, date of birth match, partial social security number match, or jurisdiction match from an accompanying driver's license search or Social Security Number Address Trace match before we add to a completed screening report.

INTERNAL NOTES

08-11-2023 1:49 PM MDT : Status saved as Complete (Records Found - Flag) by Silvia Salas from Employers Choice Screening

08-11-2023 1:49 PM MDT :

We received public record information from Eagle Eye Screening, I Silvia Salas determined that the public record is reportable



08-11-2023 8:58 AM MDT Report received from Vendor: Eagle Eye Screening Solutions Inc. (RecordsFound)

08-11-2023 8:58 AM MDT Report Response: Vendor: Eagle Eye Screening Solutions Inc.: configured to go to 'pending hits' when request is successfully completed. Search status was set to 'Pending Review'.

08-10-2023 4:31 PM MDT Update received from Vendor: Eagle Eye Screening Solutions Inc. (InProgress)

08-10-2023 4:22 PM MDT Receipt Id received from Vendor: Eagle Eye Screening Solutions Inc. (3063025)

08-10-2023 4:22 PM MDT Joshua Efraim: Dispatched to Eagle Eye Screening Solutions Inc.

08-10-2023 4:22 PM MDT : Status saved as New Dispatched by Joshua Efraim from Employers Choice Screening

08-10-2023 4:22 PM MDT Joshua Efraim: Vendor Changed To: Eagle Eye Screening Solutions Inc.

08-10-2023 8:20 AM MDT Search auto assigned to Joshua Efraim.

08-10-2023 8:19 AM MDT : Search Created By Silvia Salas

▶ Add Internal Notes

5.1.1.3 Data Security: Explain how your company has robust data privacy and security measures to protect sensitive information.



ECS offers a secure, robust, and effective web-based solution. It allows you to streamline your hiring process by utilizing our advanced business intelligence tools and finding the best configurable workflow to meet your needs. All our staff is U.S.-based and works from our Santa Fe Springs, CA main office.

All employees must pass a thorough, pre-employment background screening before beginning employment. Additional screening may be conducted as necessary for promotion, transfer, or reassignment. Employees undergo job function and security awareness training as part of the onboarding process and regularly throughout their tenure. Training for the Software Engineering team includes secure coding practices (e.g. OWASP) training. Employees are assigned access rights and roles with the least privileges and only as necessary to fulfill their daily job responsibilities.

System Security Information

Employers Choice Screening utilizes a third-party SAAS software provider, Meridian Link / Tazworks, who provides the Background Screening software used to perform our services.

Our online system features address NIST defense standards, enforced through our PBSA Accreditation best practices, requirements, and Quality Management Process.

- Access Control
- Configuration Management
- Media Protection
- Risk Assessment
- Awareness / Training
- Incident Response
- Personnel Security
- Security Assessment
- Audit & Accountability
- Maintenance
- Physical Protection
- Identification & Authentication
- System & Communication Protection
- System & Information Integrity

Certifications & Assessments



ECS undergoes Experian, PCI Data Security Standards (PCI DSS), and SOC2 compliance certifications and assessments as well and ongoing penetration testing.

A third-party PCI DSS Approved Scanning Vendor (ASV) conducts external and internal network

vulnerability scans at least quarterly and after significant changes to our networking environments. An independent third-party security vendor conducts penetration testing at least annually and after significant changes. A risk-based approach is used to prioritize remediation of any findings. For example, prioritizing critical and high severity vulnerabilities higher than lower scoring vulnerabilities. Remediation must ensure that no vulnerabilities exist that are scored greater than a 4.0 by the CVSS, or that are classified as "Critical" or "High Severity."



Confidentiality and Security

Information security is the protection of information assets, and its objective is to protect the confidentiality, integrity, and availability of information technology resources and information assets in the organization's possession. ECS's Information Security Policy applies to all information technology resources used to store, process, and/or transmit sensitive data and all sensitive data within the organization. Information security is shared between all parties accessing our systems, including end-users (the client), CRAs (Employers Choice Screening), TazWorks, and all service providers integrated with our online system.

Privacy and Data Security Policy: <https://employerschoicescreening.com/privacy-security-policy/>

Protecting the Confidentiality of Information

Our cloud-based systems are protected by security software (SSL) and permission-based authentication. Security is a high priority and an integral part of the design and development of our applicant screening system. Attention is given to high-profile threats such as viruses, denial-of-service attacks, and other malicious activities over the internet, as well as maintaining the integrity and confidentiality of sensitive data such as credit reports, social security numbers, and other personally identifying information (PII). Our development staff uses industry-leading technology to secure our operating environment, including client authentication (password-controlled access), data encryption, public-private key pair, firewalls, intrusion detection, filtering routers, and data backups. Each component is a layer of protection to safeguard information from unauthorized users, deliberate malfeasance, and inadvertent loss. Furthermore, our company holds additional cybersecurity, privacy, and liability insurance coverage, ensuring added protection and response in a cyberattack or data breach.

TazWorks' System operational health is monitored through a combination of AWS CloudTrail events and alarms, AWS Elastic Cloud Computing (EC2) health checks, AWS Relational Database Service (RDS) alarms, NewRelic analytic tools, and other third-party monitoring solutions. The Operations teams reviews utilization, performance, and availability through console monitoring and active alerts and notifications through multiple channels, including email, SMS text, and telephone.

TazWorks provides a public facing status page at <https://status.tazworks.com> with real-time health information and support for notification subscriptions.

Monitoring and intrusion/threat detection and prevention (IDS/IPS) is achieved through a combination of Amazon Web Services (AWS) CloudTrail, AWS GuardDuty, AWS Web Application Firewall, RSYSLOG, and OSSEC. Events and alerts are logged, reviewed, evaluated, and handled as appropriate by the Operations team.

Data Encryption Policy

TazWorks encrypts sensitive data using industry-standard protocols and ciphers. Sensitive data in motion or transit (e.g., data transmitted across a network) is encrypted using HTTPS and TLS 1.2. Sensitive data at rest (e.g., data stored in a database) is encrypted using AES-256. TazWorks manages encryption keys using a fully managed Key Management Service (KMS). TazWorks does not provide access to, accept from, or manage encryption keys on behalf of end-users or CRAs. Designated users must sign a User Compliance Login Access Form stating



that they understand and accept their custodial responsibilities before gaining access to our online system.

System Information & Capabilities

TazWorks' System is designed to be highly available with minimal downtime. System failover is highly automated to ensure quick, efficient recovery in the event of system failures. TazWorks' standing maintenance window is daily from 10:00 PM to 10:30 PM Mountain Time, but most system maintenance occurs without any system interruption. Planned downtime is announced in advance through TazWorks' Software News and the TazWorks' System [status page](#).

TazWorks' System can scale both horizontally (i.e. increasing the number of computing resources) and vertically (i.e. increasing the performance of individual computing resources) to meet growth demands. Horizontal scaling policies based on computing resource utilization will automatically add and remove application and database servers as needed throughout the day. Longer term resource demands can be achieved within minutes by resizing the performance profile of application and database server instances.

User Security & System Processes

Each system user is assigned a unique user account for system access. Users authenticate with a username, password, and multi-factor authentication (MFA) token. Passwords must meet minimum complexity requirements and are protected in the database using BCrypt hashing with a cost factor of eleven. MFA tokens can be delivered via SMS-enabled devices, Google Authenticator, or email. User access can be restricted further by IP address whitelisting. User access to TazWorks' System is logged by user identifier and timestamp and can be provided offline by request as a User Audit Report.

TazWorks maintains a Software Development Policy to ensure that security best practices (e.g. OWASP, SANS CWE, CERT Secure Coding, etc.) are followed throughout the software development lifecycle. A standard, consistent, repeatable process helps prevent the inadvertent or malicious introduction of vulnerabilities into the TazWorks environment with code changes.

TazWorks follows the Agile Kanban methodology of software development. Features, issues, and initiatives go through needs analysis, security impact analysis, design, review/planning, active development, and testing phases. Changes are documented in Atlassian JIRA and follow a well defined approval and development workflow. The Product team reviews and approves issues and then assigns them to the Software Engineering team for development.

Once completed, all code changes must pass both manual and automated quality review gates before the Operations team can merge and deploy them into the production environment. These gates include units tests; static code analysis for common programming and security flaws; peer code reviews; and functionality, security, and regression testing by the Quality Assurance team. Release candidates are created frequently, usually several times a day, to help minimize the footprint of the change set and facilitate rapid release of new code.

Single Sign-On (SSO) System Support

TazWorks' System supports service provider-initiated single sign-on using SAML 2.0.

Data Segregation & Storage

TazCloud segregates client data logically based on both End-User (Client) ID and Company ID. There are multiple layers of programmatic checks to ensure that result sets from database queries are appropriately scoped by ID to the correct End-User and CRA and that the requesting service or user cannot access data belonging to other End-Users or CRAs.

TazWorks' system stores all data in the United States. Specifically, the data resides in the US-West-2 (Oregon) and US-East-1 (Virginia) AWS Regions. Amazon does not publish the exact locations of their Availability Zones (i.e. Data Centers) within their Regions, so we cannot provide exact address or city information.

TazWorks' system utilizes real-time database mirroring across multiple geographically isolated availability zones in the US-West-2 (Oregon) and US-East-1 (Virginia) AWS Regions to ensure the availability and durability of TazWorks' system data. In the event of a catastrophic primary database failure, the system can automatically promote a reader instance to primary in a matter of minutes. Additionally, nightly, encrypted database snapshots are kept for fourteen days allowing point-in-time recovery.

TazWorks' Development and Quality Assurance environments are located across several availability zones in the US-West-1 (California) AWS Region and are physically and logically segregated from the production environments. Production data is not used for development or testing purposes and is not introduced into the Development or Quality Assurance environments.

Recovery Point Objective (RPO)

The TazWorks' system database is replicated twelve times across six separate, geographically isolated data centers in real-time. We expect virtually no data loss in the event of a catastrophic primary database failure for a recovery point objective on the order of tens of milliseconds.

Recovery Time Objective (RTO)

The recovery time objective for TazWorks' system is 24 hours. In practice, in the event of a catastrophic primary database failure, we expect failover to happen within minutes.

Patch Management Policy

All system components and software must have the latest vendor-supplied security patches installed, and critical security patches must be installed within one month of release. A risk-based approach is used to prioritize patch installations. For example, prioritizing critical infrastructure (for example, public-facing devices and systems, databases) higher than less-critical internal devices to ensure high-priority systems and devices are addressed within one month and addressing less critical devices and systems within three months.

Sources for vulnerability information include the United States Computer Emergency Response Team (US-CERT) notification service and vendor-specific software patch notification and management systems (e.g., Windows Update, RPM).



Disposal of Personally Identifiable Information

To meet PBSA certification requirements under **Section 1: Clause 1.11: Record Destruction**, ECS has written procedures that follow FTC regulations and takes measures to ensure that all such records and data are destroyed and unrecoverable when purged. We ensure that we destroy/render inaccessible/unreadable and/or unrecoverable all consumer and client information per current FTC requirements.

Employers Choice has no previous cases of a breach, compromise, or hacks to report, and appropriate measures are continuously monitored and maintained to prevent and protect our clients' identities and personal data.

Business Continuity and Disaster Recovery Policy

We maintain a Business Continuity and Disaster Recovery Plan, which details the policies and procedures in the event of a disruption to critical system services or damage to IT equipment or data. These processes will ensure that those assets are recoverable to the right level and within the right time frame to deliver a return to normal operations with minimal impact on the business. ECS is responsible for maintaining business operations in the face of natural disasters, catastrophes, or security breaches. Emergency preparedness training and strategy are to be refined, discussed, and practiced in our annual Incident Response Meeting.

Record Retention Policy

To meet PBSA certification requirements under Section 1: Clause 1.5: Storage and Backup of Data, ECS has written policies to describe retention periods and the decision to purge records every (2) two years as recommended by industry best practices. Any change or amendment to our retention policy, as requested or per your retention policy, will be added to the contract to meet your specific requirements. Before purging any information, your data will be backed up and provided on an external hard drive or an electronic media (thumb drive, CD, etc.) at the end of the contract.



5.1.1.4 Integration Capabilities: Explain your company's ability to integrate with your existing applicant tracking systems (ATS) and recruitment management systems can streamline the hiring process.



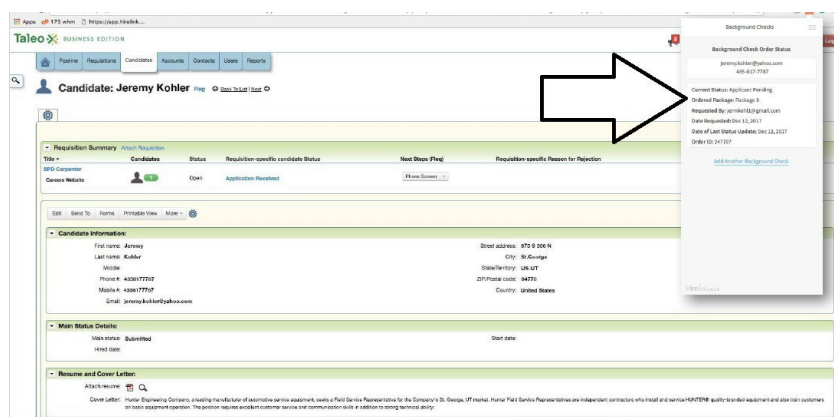
ECS integrates with the most widely used ATS systems including Workday.

An ATS system integration allows your team to place orders, check the status, and receive completed reports through your external ATS platform.

ECS-Open API Configuration

Clients may also leverage our ECS-API to develop and connect their custom applications to our platform solution. Our API application capabilities allow clients to connect their external HR systems to our background screening platform by allowing your third-party developers to combine both systems, enabling the same capabilities and functionality as a standard HR software integration.

System Integration Options



ECS provides a streamlined solution to integrate all your HR data from your various ATS platforms into one area. We provide this service through an easy-to-use browser extension. The extension will automatically detect emails and phone numbers on your current ATS page and prepopulate them to our ordering app.

Simply select your Package Option and submit. You will receive a notification when your Background Check is complete. It's that simple.

Full System Integration Option

ATS system features, customization, integration setup times, and fees vary per client need and will be evaluated based on the specifications provided by the client.

5.1.1.5 Turnaround Time: Explain how fast and reliable turnaround times are essential to keep your hiring process efficient.



Employers Choice Screening guarantees a direct and proactive approach with all our clients, including those for whom we have been awarded contracts through a formal bidding process. You will be assigned a dedicated team consisting of an Account Manager and a dedicated Customer Service Specialist, as well as access to our daily research and processing team. This personalized level of customer service allows our specialized team to provide prompt same-day responses and assist you

during the term of this contract. You will be assigned a team that fully understands your account's specific requirements and specifications, enabling us to promptly process your orders and questions separate from those requests submitted by our everyday B2B, commercial, and non-contracted clients.

2024 Average Completion Rate (Jan 01 – Dec 01 2024): 2.80 business days

5.1.1.6 Customer Support: Explain how strong customer support can help address any issues or questions that arise during the background check process.

ECS has a long-lasting relationship with most of our clients, many going as far back as a decade while operating as a division of Diversified Risk Management Inc. Our average client retention rate, based on active clients ordering within the last three years, is 99.6%. Our customer satisfaction is continuously monitored as part of our Quality Management System (QMS). All inquiries submitted by phone or online through our customer service ticketing system are constantly reviewed for quality and performance improvement. Online submissions automatically yield a customer satisfaction survey that will allow customers to rate their level of service and provide specific feedback regarding each service issue and how it was resolved. Bi- quarterly surveys are also sent out and logged into our quality management system, providing a Customer Satisfaction Score (CSAT), which rates our customer service, delivery times, and services offered to each client. Our current Performance Score through September 30, 2024 is 98.9% based on customer satisfaction data collected.

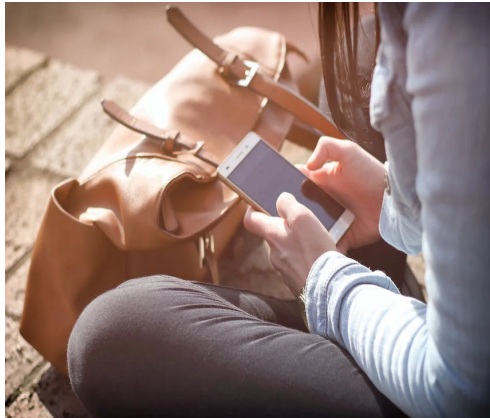
As a potential background screening partner, we plan to deliver the best overall value through a competitive price offering, the highest level of quality assurance and security procedures to protect your investment, a proactive customer support approach to communication, and timely and professional responses provided, and a secure online screening solution aimed to provide a streamlined and user-friendly candidate experience which helps our clients meet their hiring objectives. Our system offers the flexibility and customization to tailor your account to meet your screening needs. Our industry-leading service offerings also come with exceptional customer support from our FCRA Advanced certified team. We will remain engaged with your team by listening, advising, and developing a complete system that will help provide long-term solutions for your organization.

Communication Process

ECS staff is always proactive in our approach and methodology when completing each search submitted in our platform. Each file goes through **Quality Assurance** to ensure all information submitted by your applicant during the Quick App process is complete and can be researched or verified by our staff. Any information correctly entered and returned as valid or missing data will be

obtained by contacting the applicant for additional information or client staff as instructed. All correspondence will be noted under the **Report Notes** section of your file as a reference, and updates will be provided within the system under the client notes section of each report.

5.1.2 Describe the proposed methodology technology and how it works (including any hardware/software).



ECS offers a secure, robust, and effective web-based solution, allowing you to streamline your hiring process by utilizing our advanced business intelligence tools and finding the best configurable workflow to meet your needs. We offer you the ease and convenience of a mobile-compatible background check process, providing electronic applicant consent and authorization capabilities and electronic delivery and acknowledgment in accordance with all federal, state, and applicable local laws, standards, and regulations necessary to perform these services.

By requesting information directly from your applicant via a text message/email application link, we can retrieve your candidate's information and begin to process their background check at a much quicker rate, providing faster turn-around times and the improved accuracy of the information received, with minimal data entry from your team. Orders may also be placed using our user-friendly data entry option for direct ordering by your HR staff, create a personalized applicant ordering portal/landing page using our Quick App Pro dedicated ordering link, or offer a complete system integration with the most popular or commonly used HR Applicant Tracking systems available.

Our web-based solution provides 24/7 system availability, which is ADA Compliant and fully compatible with all web browsers, making it accessible from all desktop, mobile, and smart devices. ECS system features include but are not limited to unlimited individual user profiles with 24/7 system accessibility, real-time order updates and status availability, customized applicant instructions and application forms, comprehensive and customized electronic adverse action procedures and management tools, readily available ad hoc report options, drop-down field categories for invoice and report filtering, customized notification settings, batch order upload option, document attachment upload capabilities, offline report archiving for secure storage, electronic invoice retrieval and management, an applicant report status portal, and much more.



Software Overview

Welcome back, Jesus.

News & Announcements

Education Verification Third-Party Fee Increase
Effective July 01, 2024, The National Student Clearinghouse will increase its degree verification fees by 5%.

Latest Court Updates & Other Delays: (updated 06/05/2024)

Bibb, GA: Since the cyber-attack in May, the Bibb County State Court website has experienced intermittent loading. There are only two PATs available at the state court, and each is limited to one hour per user. As a result of slow loading, PAT users are spending more time in courthouses, causing a delay in TAT.

Marion, TN: This court is being searched by the clerk. Currently, the court is understaffed, so searches may take longer. Minor delays are to be expected.

Holmes, MS: The Justice court does not have a PAT. In the past, it was clerk searched, but now the clerks will no longer process any search requests. No ETA has been given on when the PAT will be installed, but the county has approved it. As of right now, we are completely stuck in this county.

Jefferson, TX: All access to court records is currently unavailable as the court transitions to a new case management system.

Kansas: We are up to date in all counties and processing is going well.

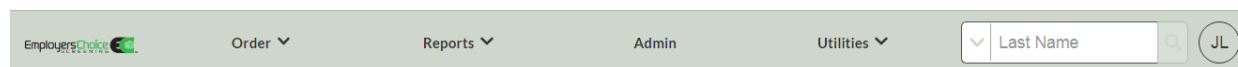
To begin, please visit our homepage:
www.employerschoicesscreening.com

Click the **CLIENT LOGIN** tab on the upper left-hand side of our homepage to enter your dashboard. As part of our ongoing emphasis on providing the utmost security to our users, our system requires all users to log in using our multi-factor authentication process. ECS utilizes all appropriate encryption and authentication standards to protect the confidentiality of all sensitive information provided to our system, including periodic

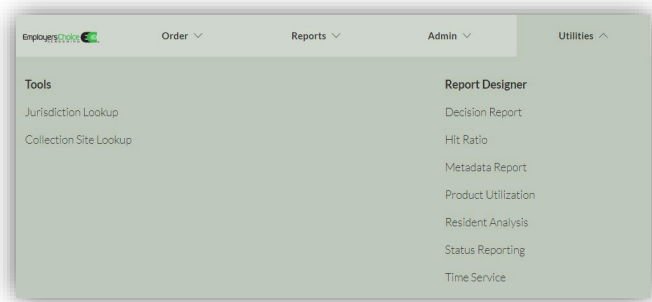
penetration testing, security certifications such as our SOC 2 certification, and additional cyber security insurance coverage for the overall protection and security of all our client's personally identifiable information.

Our dashboard page will display all upcoming system and software updates and compliance notifications, the latest court closures that may cause delays in record retrieval, and our company contact information. The dashboard will be your primary source for ordering and retrieving reports, viewing invoices, or generating any information reports using our system. Notice of any known delays, disruptions, or office closures will be posted online and emailed before the estimated interruption date or as soon as we are aware of such changes to our everyday operations.

Toolbar System Tabs (Right to Left)



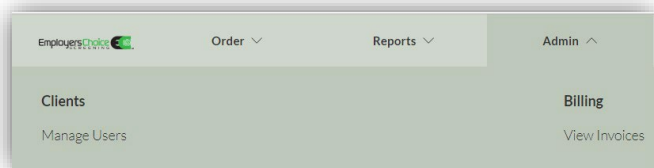
Utility Tab



Users can pull **AD-HOC Data Reports** directly from their **Utilities Tab > Report Designer**. Reports include but are not limited to, status reports, time delivery reports, itemized spend or completed file **summary reports**, and many other data reports available by date range. Customized Report requests containing additional information may be requested through your Account

Manager and scheduled for delivery as needed. Reports may be viewed, downloaded as excel, quick books, pdf files, or printed as required.

Admin Tab



This allows the assigned Administrators or Project Managers to pull current and past invoices from the system under **Billing > View Invoices**.

Billing Information

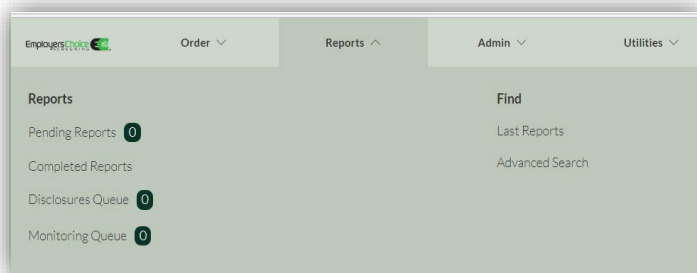
Payment Terms: Net 30

Acceptable Payment Methods: Credit Card / ACH / Check / P-Cards

Electronic invoices are automatically generated and emailed each month to assigned parties. They can also be mailed in hard copy form to your purchasing department for processing. Billing can be scheduled for automatic payment via credit card or ACH by contacting our Accounting Department at accounting@employerschoicesscreening.com for setup and payment authorization.

Our invoicing/billing process is flexible and can be customized to meet your specific needs. Accounts can be set up to be billed by centralized corporate location, broken out by individual departments or subdivisions, or accompanied by a separate excel or PDF invoice report with itemized details and total spend per department.

Reports Tab



Allows users to view **Pending and Completed Reports** in real-time

Manage the delivery of pre-adverse / adverse letter distribution (disclosure queue)

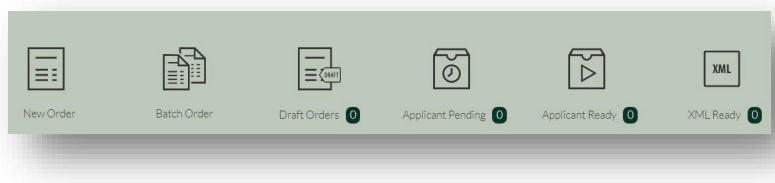
Allows users to search archived reports under **Find > Advanced Search**.

Archiving System

All completed reports will be archived after 60 days and will be pulled to the back end of the system and searchable under the **Find > Advanced Search** section for added access level security. Archived reports cannot be updated or changed; they are only viewed or printed after they are archived in the system. All completed reports are automatically purged from the online system two years after the order date. To meet any specific retention policies related to completed reports, completed files may be copied at the start of each year to a secure encrypted hard drive and stored offline throughout the contract term.

This must be requested through your Account Manager at the start of this engagement. Completed reports will be archived offline and can be viewed/requested as needed throughout your contract with ECS.

Order Tab



New Order:



Select a customized package or A La Carte service, and submit your order.

Batch Order:

You may upload our customized excel worksheet directly to our system, allowing multiple or group orders to be placed for processing. Using this feature, you may send multiple quick app email invitation application requests or upload a group of applicant information for direct processing.



Applicant Pending:

Applicant Pending Reports

Reset Expiration Date | Reset Invitation | Cancel

Applicant	Detail	E-mail	Client Name	Requester	Ordered	Notified	Invited Sent	Tests Sent	Exp
THORNTON-BURDETTE, JARONCH		thorntonbj@gmail.com	Greater Dayton Regional Transit Authority	Michelle Ship	2023-02-03	2023-02-03	1	1	5
RYA, ALEXANDER		rya.a@gmail.com	Stamford-Milwaukee College	Graciela Mora	2023-02-03	2023-02-03	1	0	5
MCCAMEN, DUSTIN		dustinmccamen@gmail.com	MYT Holdings, LLC	Veronica Luvato	2023-02-03	2023-02-03	1	0	5
BAUM, RICHARD		richardbaum@stlouis.com	MYT Holdings, LLC	Veronica Luvato	2023-02-03	2023-02-03	1	0	5
HUTCHINSON, NICOLE		nicolehutchinson@gmail.com	East Ridge Retirement Village	Kimberly Warren	2023-02-03	2023-02-03	1	0	5
HARTMAN, MARIO		mariohartman@gmail.com	City of Fort Lauderdale	Briana Houska	2023-02-03	2023-02-03	1	0	5
SPEISER, LATASHA		latashaspeiser@gmail.com	Greater Dayton Regional Transit Authority	Michelle Ship	2023-02-03	2023-02-03	1	1	5
LINDSEY, DONNA		donnalindsey@gmail.com	Greater Dayton Regional Transit Authority	Michelle Ship	2023-02-03	2023-02-03	1	1	5
MALLORY-PORRELL, JENNY		jenny.porrell@gmail.com	Greater Dayton Regional Transit Authority	Michelle Ship	2023-02-03	2023-02-03	1	1	5
SHETTE, MARK		markshette@gmail.com	Greater Dayton Regional Transit Authority	Michelle Ship	2023-02-03	2023-02-03	1	1	5
POWERS, CANDACE		candacepowers@gmail.com	City of Berkeley, Finance & Asset Managers	Eric Korman	2023-02-03	2023-02-03	1	0	5

This allows you to view all orders that have been placed but have yet to be responded to by your candidates. Candidates will receive daily notification reminders regarding their pending application requests. Application links expire three days after submission but can be decreased/increased by the client and resent/reset in this tab as needed.

Applicant Ready:

Once the applicant has responded to and contributed their personally identifiable information, the status will change from applicant pending to applicant ready. This is where our team begins processing each background check and reviewing and screening each file for quality assurance through completion.

Applicant Ready Queue

Applicant	Email	Attachments	Client Name	Requester	Submitted
<input type="checkbox"/> CALANA, CARLOS MIGUEL	calanacarlos@gmail.com	View	East Ridge Retirement Village	Kimberly Warren	2023-02-03
<input type="checkbox"/> DICKMAN, GABRIEL S.	gabriel19@gmail.com	View	City of Bellevue, Parks & Community Services (Staff)	Cathy Wick	2023-02-03
<input type="checkbox"/> DREYES, CLAUDIA BOTELLO	claudia@dreyes.com	View	Clear One Advantages, LLC	Jessica Campbell	2023-02-03
<input type="checkbox"/> FONTAINE, LORE	lorefontaine@yahoo.com	View	City of Fort Lauderdale	Briana Houska	2023-02-03
<input type="checkbox"/> KELLY, ELIZABETH GRACE	ebkelly199@gmail.com	View	The Terraces at Bonita Springs	Ariadne Suarez	2023-02-03
<input type="checkbox"/> LASARVETIL, OCTAVIA	octaviadasarvetil@gmail.com	View	Recreation and Park Commission for East Baton Rouge - BRPC	brpc_neogis_unit	2023-02-03
<input type="checkbox"/> NEAL, SHALETHA A.	smat5218@icloud.com	View	Recreation and Park Commission for East Baton Rouge - BRPC	brpc_neogis_unit	2023-02-03
<input type="checkbox"/> SANDS, SHARON L.	sarahsands@yahoo.com	View	CPXK - Central Florida Regional Transportation Authority	Heidi Crooks	2023-02-03
<input type="checkbox"/> TORRES FLORES, BRENDA CRISTINA	brenda177@gmail.com	View	City of Fort Lauderdale	Briana Houska	2023-02-03

XML Ready:

XML Ready Queue

Applicant	Email	Requester	Client Name	Product	Submitted
<input type="checkbox"/> BIL, LINDA	linda_bil@yahoo.com	XML	Recreation and Park Commission for East Baton Rouge - BRPC	BRPC Standard Package	2023
<input type="checkbox"/> WHITE, LAWRENCE ALLEN	lawrence@outlook.com	XML	Recreation and Park Commission for East Baton Rouge - BRPC	BRPC Standard Package	2023
<input type="checkbox"/> LEWIS, ERENT ABIE	lewisereant04@gmail.com	XML	Recreation and Park Commission for East Baton Rouge - BRPC	BRPC Standard Package	2023
<input type="checkbox"/> GAO, MEREDITH MOORE	meredithga01@gmail.com	XML, Sports	Arlington County Department of Parks and Recreation Sports Unit	Arlington County - Screening Services	2023
<input type="checkbox"/> WHITE, TAYLOR CHANDEL	taylorchan01@gmail.com	Pittsburgh XML	City of Pittsburgh	City of Pittsburgh - Screening Services	2023

These orders have been received externally from a third-party ATS system and are ready for our team to process and review.

Order/ Submission Process

Select Searches for Order

Credit

☐ Credit Report

Investigative

☒ State Criminal Court Search
☒ Federal Criminal Records Search
☐ International Criminal Records Search
☒ National Criminal Database Alias Search / Address Trace
☒ OFAC Homeland Security Search
☒ Sex Offender Records Search
☒ Federal Civil Records Search

Verification

☒ Employment Verification
☒ Social Security Number Verification Match

Credentials

☐ Professional License
☒ Education Verification
☒ Motor Vehicle Records

Click the ORDER button on the top menu and select **NEW ORDER** to begin your order. Select our **A La Carte Option** (single or individual services) or any available pre-selected customized Package Option. Please contact your account manager at any time to update, add, or delete any package options available in our system for your account.



Benefit: Our customized package option allows you the convenience of setting required pre-selected criminal searches as **REQUIRED / CHECKED** for all background checks submitted and the flexibility to **ADD / CHECK OFF** additional A La Carte Services such as a Motor Vehicle Report for driving positions, Credit Report for Financial positions, etc. as needed per applicant when ordering.

Select Product for Order

A LA CARTE SERVICES	
Order →	PACKAGE A: STANDARD PACKAGE
Order →	PACKAGE B: PROFESSIONAL LICENSE PACKAGE
Order →	PACKAGE C: INTERNATIONAL PACKAGE
Order →	PACKAGE D: ON CALL - NO DRIVING
Order →	PACKAGE E: PROMOTIONAL PACKAGE
Order →	PACKAGE F: PROMOTIONAL W/ EDUCATION PACKAGE

☰
✓ QA Review Completed
+ Add to Order

You may also add a la carte searches after placing your initial order in the system.

Additional Alias Name Match Jurisdiction Tool

Jurisdiction Selection Tool

NEED HELP? Just one or more State Jurisdictions to include in this Search

State	County	Name	DOB	Address	Reported
<input type="checkbox"/> CA	ORANGE	LENDORF, VALERIE R	DOB: 1963-09-21	118 VIA VELAZQUEZ, SAN CLEMENTE, CA 92672 (100%)	2022-12-01
<input type="checkbox"/> CA	ORANGE	LENDORF, VALERIE R	DOB: 1963-09-21	16 LITTLE POND, LAGUNA HILLS, CA 92657 (100%)	2018-07-01
<input type="checkbox"/> CA	ORANGE	LENDORF, VALERIE R	DOB: 1963-09-21	118 VIA VELAZQUEZ, SAN CLEMENTE, CA 92672 (100%)	2022-12-01
<input type="checkbox"/> CA	ORANGE	LENDORF, VALERIE R	DOB: 1963-09-21	16 LITTLE POND, LAGUNA HILLS, CA 92657 (100%)	2018-07-01
<input type="checkbox"/> CA	ORANGE	LENDORF, VALERIE R	DOB: 1963-09-21	118 VIA VELAZQUEZ, SAN CLEMENTE, CA 92672 (100%)	2022-12-01
<input type="checkbox"/> CA	ORANGE	LENDORF, VALERIE R	DOB: 1963-09-21	16 LITTLE POND, LAGUNA HILLS, CA 92657 (100%)	2018-07-01
<input type="checkbox"/> CA	ORANGE	LENDORF, VALERIE R	DOB: 1963-09-21	118 VIA VELAZQUEZ, SAN CLEMENTE, CA 92672 (100%)	2022-12-01
<input type="checkbox"/> CA	ORANGE	LENDORF, VALERIE R	DOB: 1963-09-21	16 LITTLE POND, LAGUNA HILLS, CA 92657 (100%)	2018-07-01
<input type="checkbox"/> CA	ORANGE	LENDORF, VALERIE R	DOB: 1963-09-21	118 VIA VELAZQUEZ, SAN CLEMENTE, CA 92672 (100%)	2022-12-01
<input type="checkbox"/> CA	ORANGE	LENDORF, VALERIE R	DOB: 1963-09-21	16 LITTLE POND, LAGUNA HILLS, CA 92657 (100%)	2018-07-01
<input checked="" type="checkbox"/> CA	ORANGE	LENDORF, VALERIE R	DOB: 1963-09-21	118 VIA VELAZQUEZ, SAN CLEMENTE, CA 92672 (100%)	2022-12-01

Cancel Save

Our system has a jurisdiction pre-selection tool that automatically matches your candidate's information to possible alias and name variations from credit headers and other databases based on the date of birth and name match it finds. This information is also cross-referenced with the candidate's social security address trace and known places of employment and education listed in their electronic screening application. This ensures a complete and comprehensive background check is completed on each candidate submitted to our system.

Ordering Options



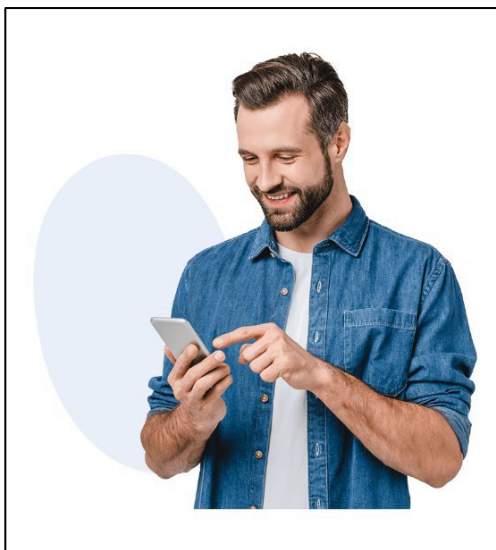
We offer three convenient ordering submission methods to meet your needs and daily workflow requirements.

Our mobile solution allows applicants the ease and convenience of completing their online application form, electronic consent, and acknowledgment of all compliance disclosures from their mobile device. This process minimizes delays in completion and allows applicants to provide us with the necessary information to begin their background check. Our mobile accessibility also benefits HR professionals looking to have access to completed background checks on the go. You may access our online portal, check on all existing reports' status, and view completed reports at your convenience. Once a package selection has been made, select the **QUICK APP**

(electronic) or **NEXT** (manual) button to proceed.



The Applicant Experience



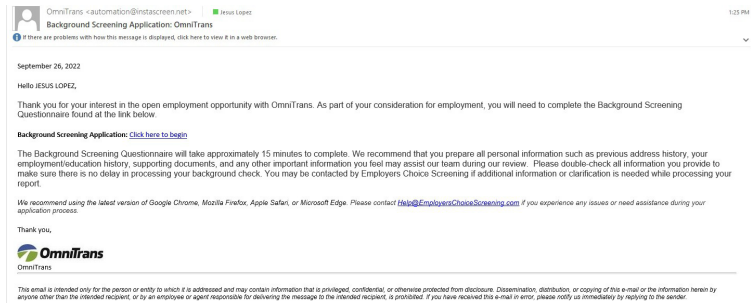
Whether you are a small business, large corporation, government agency, or niche employer, Employers Choice Screening offers a secure and innovative web-based solution, helping you find the best configurable workflow to meet your particular needs. With over 20 years of experience, Employers Choice Screening can help you customize and develop a screening program that helps you make safe and informed hiring decisions for your organization.

Employers Choice Screening extends our customer service to your applicants, providing a streamlined user experience that allows for direct communication between us and your applicant throughout the screening process. Our system allows for direct chat communication, tracks every action requested and taken throughout the

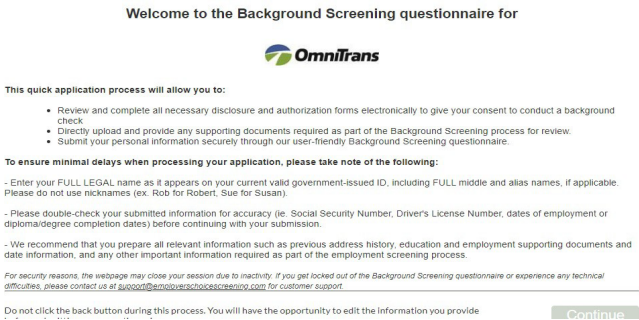
screening process, and allows applicants the ability to upload support documentation to our portal for review and approval.



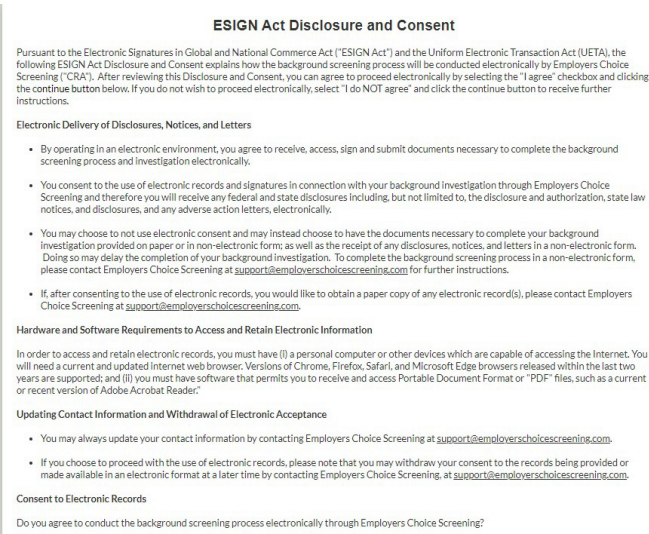
Background Screening Request Process



The applicant will receive an application link request via email/text with instructions on completing their Background Screening Questionnaire.



Once selected, the applicant will enter the applicant portal and contribute all information needed to begin processing their background check.



The applicant will electronically consent to the background check by selecting option 1 in the application. If option two is selected to opt out, the applicant will receive a PDF fillable disclosure and authorization form, which they must submit via secure email/fax/ or upload the completed form to our secure portal to proceed with the background check manually.



STATE AND CITY NOTICES

Please provide the following information:

Country: State: City:

☐ I acknowledge receipt of the Summary of Your Rights Under the Fair Credit Reporting Act (FCRA) and certify that I have read and understand this document.

All required FCRA notices and compliance forms will be provided to the applicant and acknowledged as received electronically. The applicant will receive state-specific notifications and, if desired, opt-in to automatically receive a copy of their completed background check by selecting the appropriate box during this process.

Applicant

Please provide your **legal name** as shown on your driver's license or other government issued identification.

* Last Name: * First Name: * Middle Name: Generation: * SSN: * DOB:

☐ I certify that I do not have a middle name

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The applicant will enter all personally identifiable and relevant information (employment history, education history, residence history, alias names, etc.) as requested in their Background Check and submit it for processing.

Confirmation

Attention: Your application is not yet complete. Please read to the bottom of this page for the section on Additional Information.

Thank you for completing your Background Screening questionnaire for OmniTrans. For your reference, your file number is 287890.

Please reference this file number when contacting OmniTrans or Employers Choice Screening regarding your submission. If you would like to print a copy of your submitted forms for your records, please click on the appropriate button below or you may exit this application by closing your browser at this time.

Thank You,

Additional Information

Your PIN is the last 4-digits of your SSN or the user PIN you used when completing the authorization.

Based on the information you provided you must complete one or more additional forms. These form(s) will be emailed to you separately. You can also access the forms and instructions through the [document portal](#).

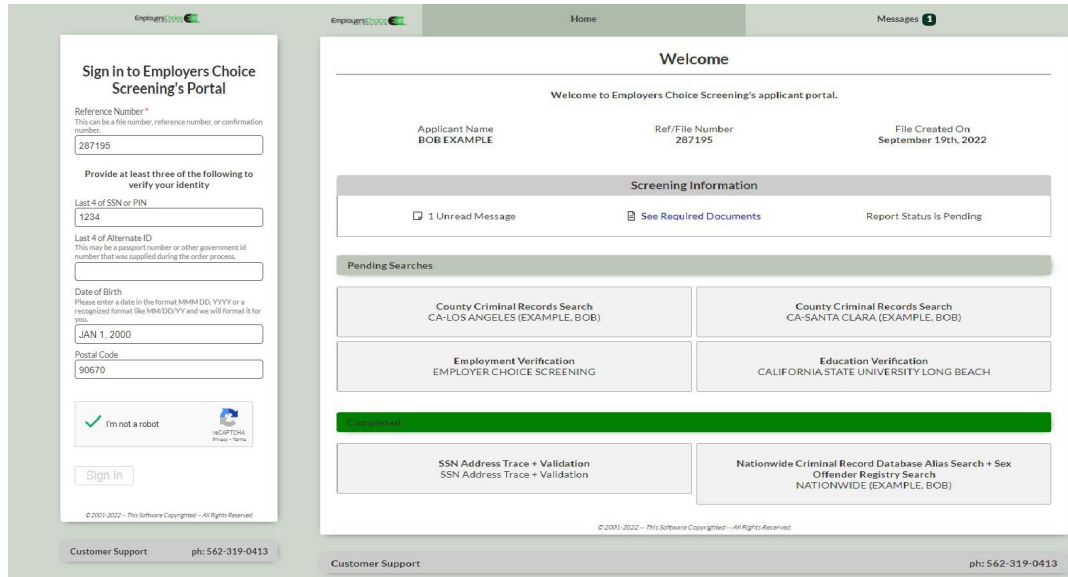
Important: Access to the document portal requires your PIN. Please save your PIN. Linking from this page will sign you in automatically, but your PIN will be required all future access.

The applicant will receive a confirmation email with an accompanying reference number to confirm their application was completed and accepted.

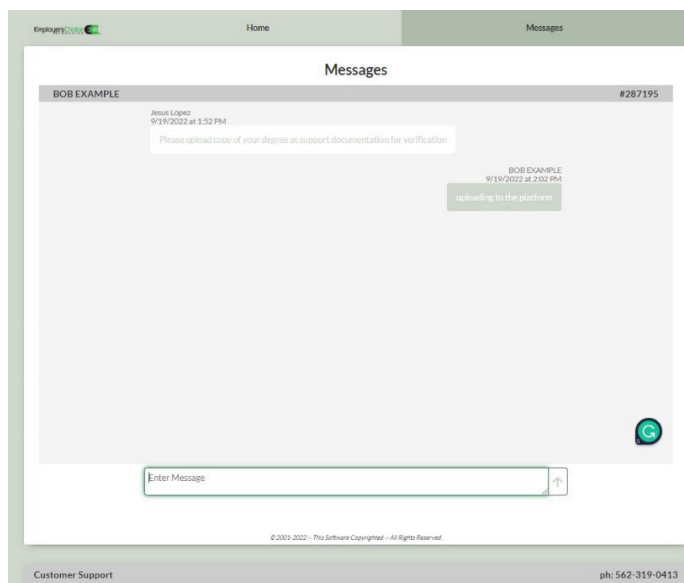
The applicant can also enter the **Document Portal** to upload any supporting documents directly to our online platform for review. (Employment/Education/DOT Employment Verification Form)

Applicants can return to the Documents Portal anytime to update or provide additional forms as our team requests.

The Applicant Portal



ECS provides a mobile-friendly Applicant Portal, which makes it easy for candidates to view the status of their background check, access a copy of their completed report, upload documents, dispute inaccuracies on their report, and communicate with our team throughout the screening process.



The applicant will receive an email to login into the Portal, which remains active for up to 90 days after report completion. Once they verify their File Number, SSN, DOB, and Zip Code, they will be taken to the Applicant Portal. Applicants can view real-time updates on each search (Pending & Completed), view open support document requests, and communicate with our team directly through our online chat feature. Chat communication with the applicant will be noted and available under “Applicant Portal Messages.”

Applicant Portal Messages ↑

9-19-2022 1:52 PM Jesus Lopez:
 Please upload copy of your degree as support documentation for verification

+ Add Applicant Message Mark As Read


Add Required Document

Document Name *

Description/Additional Instructions
Displayed in Documents section of Applicant Portal

Message To Applicant
Optional custom message sent via Applicant Portal

☐ CRA Only
If checked only the CRA will be able to see uploaded documents from the applicant



Drag and Drop PDF File Here

Or

File must be in PDF format

Our verification team can directly request supporting documentation and communicate with your candidate through the portal, minimizing delays and providing quicker completion of your screening reports.

We will attach any required forms needed, and an electronic notification will be sent to your applicant to complete.

Applicants can instantly access their report once all background check components have been completed in the system.

Reporting / Completion Process

Our online system is available to receive orders 24/7 and will be processed by the system in the order they are received. Completed reports are returned during normal business hours, Monday through Friday PST. Expedited or rush ordering is available at no additional cost to you as an added-value service. Such requests can be noted under the “Order Notes Section” when placing orders on our platform. Note, rush processing requests do not guarantee expedited completion of a report as we are still at the liberty of the sources of information providing us with records for processing. However, ECS will make its best effort to promptly process information as it is received to complete each file according to your specific deadline or rush request.

Closing out Requests due to lack of progress

Our ECS team makes multiple reasonable attempts over five (5) consecutive business days to verify all information needed to complete each employment, academic, or DOT Alcohol & Drug Testing history. Our team will reach out to each listed source via phone call or email, access data from a listed third-party verification provider such as the Work Number or National Student Clearinghouse, or request that the applicant provides any supporting documents that may help partially verify employment history or academic completion per the client’s requirements when no other information is available or primary sources are unresponsive. Applicants are asked to upload supporting documents during the background screening application to minimize delays during the Background Screening review process.



SUBJECT-PROVIDED INFORMATION		EMPLOYER-PROVIDED INFORMATION	
EMPLOYER TYPE	<input checked="" type="radio"/> Current <input type="radio"/> Previous	EMPLOYER TYPE	<input checked="" type="radio"/> Current <input type="radio"/> Previous
POSITION	BUS DRIVER	POSITION	NO DATA FOR POSITION AVAILABLE
HIRE DATE	FEB 2022	HIRE DATE	02/07/2022
END DATE	Current	END DATE	Current
TYPE/STATUS		TYPE/STATUS	
REASON FOR LEAVING		REASON FOR LEAVING	

PENDING NOTES

05-13-2022 10:02 AM MDT Stephen Cervantes: DOT DAY 28
 05-12-2022 9:12 AM MDT Stephen Cervantes: DOT DAY 27
 05-10-2022 11:46 AM MDT Stephen Cervantes: DOT DAY 25
 05-09-2022 10:52 AM MDT Stephen Cervantes: DOT DAY 24
 05-06-2022 11:57 AM MDT : DOT DAY 23
 05-05-2022 8:18 AM MDT : DOT DAY 22 Sent follow up
 05-04-2022 10:09 AM MDT : DOT DAY 21
 05-03-2022 9:01 AM MDT : DOT DAY 20
 04-28-2022 9:35 AM MDT : DOT DAY 17
 04-25-2022 11:32 AM MDT : DOT DAY 14
 04-20-2022 10:02 AM MDT: DOT DAY 11
 04-19-2022 2:01 PM MDT : DOT DAY 10
 04-18-2022 10:52 AM MDT : DOT DAY 9
 04-15-2022 10:29 AM MDT : DOT DAY 8
 04-13-2022 9:31 AM MDT : DOT DAY 6
 04-12-2022 9:39 AM MDT : DOT DAY 5
 04-11-2022 11:02 AM MDT : DOT DAY 4
 04-07-2022 9:36 AM MDT : DOT DAY 2
 04-05-2022 10:29 AM MDT : DOT REQUEST SENT.
 04-05-2022 10:27 AM MDT : DOT BLANK ATTACHED
 04-05-2022 9:07 AM MDTs: Applicant does not have access to printer, will reach out to client.
 04-04-2022 4:15 PM MDT : Applicant provided several other documents. Sent follow up email for DOT form.
 04-04-2022 3:28 PM MDT : Reached out for DOT form
 04-04-2022 3:01 PM MDT : NEED DOT FORM. Applicant stated on notes that they are a bus driver.

RESEARCHER NOTES

If no information is available or sources are unresponsive by the 5th business day, ECS will contact the client (recruiter) who requested the Background Check to confirm the desired next steps if information cannot be verified through the multiple channels available. This excludes DOT verifications that will remain open for up to 30 days before closing due to a lack of documentation and response from the listed DOT employer. Files that include supporting documentation will be referenced in the notes section of the search, and the document will be available for reference, download, or print in your attachment tab. Files closed per client request will also be noted as “closed per client request” in the system.

Completed Reports

Our system yields instant and pending review status results, prompting additional quality assurance reviews and approval for select searches before completing each report. Employers Choice Screening can provide a non-legal review and consultation of records found on completed reports and provide a flag/no flag exclusion criterion for adjudication. All completed reports that contain adverse record information will be noted with a **red flag** for your attention and review. Based on the records found, employment decisions will be delegated to your HR staff for review. ECS can set additional notifications on flagged reports to be sent to select parties (i.e., department managers only) as requested through customized account settings.

Employers Choice Screening <automation@instascreen.net> | jlopez@eschoice.com
Completed Report #190747 - MESS - 11-08-2019 4:51 PM MST 1010

Hello Jesus Lopez,

Employers Choice Screening has completed the screening report for HANK MESS. To view this report, please click on the link below or copy it into any Internet browser.

<https://employerschoiceline.instaScreen.net/editor/viewReport.taz?file=190747>

Please use the same login information that you use to access your account.

As always, you can view this report and other reports for your company by logging into your account.

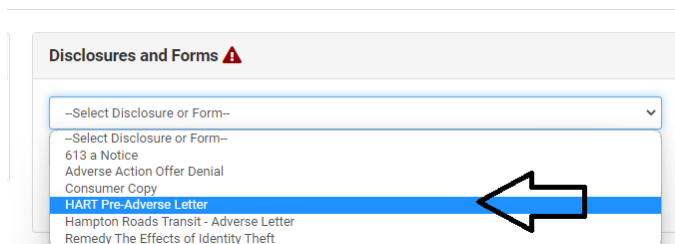
Sincerely,
Employers Choice Screening
Phone: 800-424-7011
Fax: 800-491-9323

Upon completing each background report, authorized client personnel will receive an email notification containing an applicant's name, file number, and an embedded link to their completed report. HR personnel will be directed to our password-protected, confidential, and secure website to view, download, or print completed reports. Access to completed reports can be customized

and viewable by all users, only the assigned representative who ordered the Background Check or an assigned Hiring Manager. All completed reports are also electronically accessible on our platform for download, print, or electronically stored and archived within our system. Employers Choice Screening shall notify the client upon discovering inconsistencies, discrepancies, or derogatory information obtained. Completed background checks containing any adverse information shall be flagged for your review with accompanying notes. You may log in to our platform and view individual report status in your dashboard from the Reports Tab > Applicant Ready or Applicant Pending.

Applicants will also receive electronic notification through the Applicant Portal that their Background Check has been completed.

Adverse Action process and Disputes



You may manage the adjudication notification process directly from our system. A Disclosure & Forms tab is located on the system's lower right-hand side of each applicant report. Upon completing each report, your HR team can email/print and distribute a pre-

adverse letter to applicants with reports that include adverse record information.

Applicants can dispute any adverse information on their report through our website form <https://employerschoicesscreening.com/contact-us/disputes/> after receiving their pre-adverse action letter. If no dispute is received within five business days, a final adverse action letter can be emailed/delivered to your candidate as a final notification and denial of employment based on the findings of the final Background Check report. Notification reminders can also be set at each stage of the adverse action process to notify your team when to send each letter. Pre-Adverse & Adverse Letters will be branded with your logo, and the language can be customized as requested at no additional charge.



Applicant Dispute Process

To File a Dispute

If any information is incorrect on your background check report, you may file a dispute. Please complete this online form with accurate information and as much detail as you can provide.

Employers Choice Screening requests the following personal information to confirm your identity and protect your information throughout the dispute resolution process. The information requested will help to verify your dispute is related to the accurate background report. The following information will also be used to reinvestigate your dispute.

Contact Name
Email
Phone Number
Number (If Available)
Company Applied To
Please describe the details of your dispute

Submit Dispute

ECS makes it easy for your applicant to contact us to initiate a dispute regarding their screening results after receiving the pre-adverse letter upon completion of their Background Screening Report. Once a dispute request is received, our ECS team opens a support ticket to start reinvestigation and reaches out to your applicant for supporting documentation and

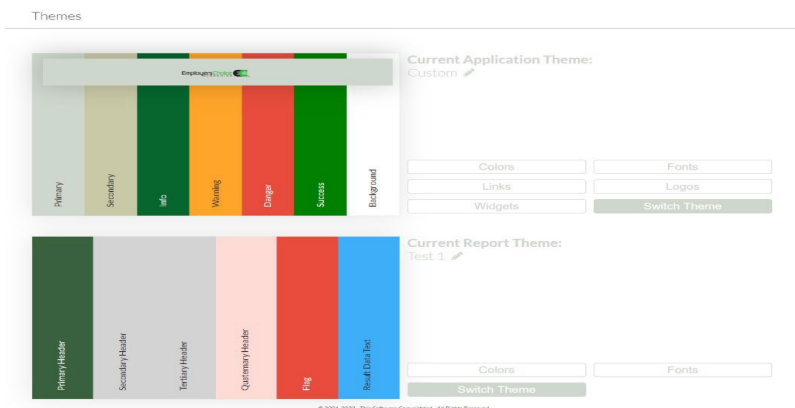
additional information for review. Per the FCRA, our team has up to 30 days to provide a resolution to the dispute request, providing an updated report once the reinvestigation is complete. ECS can use color-coded statuses to show each background check stage for easy visibility, allowing you to track and manage your background check from start to finish

Additional System Features

The screenshot displays the EmployersChoice Screening web application. At the top, there is a navigation bar with the logo, 'Order' dropdown, 'Utilities' dropdown, and a user profile icon labeled 'DD'. Below the navigation bar, a welcome message 'Welcome back, Dan.' is visible. The main content area is divided into two sections. On the left, under 'News & Announcements', there is a section for 'Additional Services: Drug Testing & Occupational Health Screening Services'. This section includes a list of services: 'Drug Testing Services' (Secure, fast, and compliant drug testing that fit your needs), 'Breath-Alcohol Drug Tests', 'DOT and Non-DOT Drug Tests', 'Pre-Employment Tests', 'Random Drug Tests', 'Post-Accident Drug Tests', 'Reasonable Suspicion Drug Tests', and 'Flexible Drug Test Programs'. On the right, there is a 'Switch to a linked account' button with a right-pointing arrow. Below this, a 'Filter Accounts' dropdown menu is open, showing 'Recently Used' and 'Linked Accounts' tabs. The 'Filter Accounts' dropdown is currently set to 'IMD - Mentors'. Below the dropdown, the address '13210 Florence Avenue, Santa Fe Springs, CA 90670' is displayed.

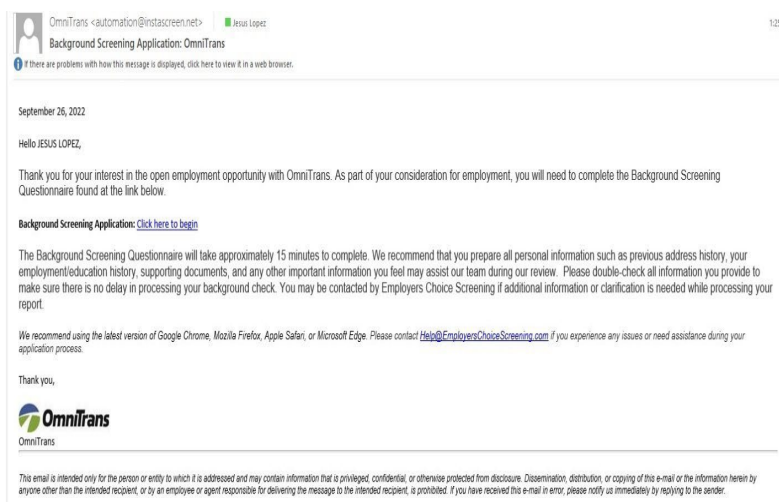
Accounts may be customized to meet your unique reporting and invoicing needs. Accounts can be set up as an individual master account, a master account separated by location/department with the individual preference setting options, or a master account with separate sub-child accounts. These options allow for personal user preference and accessibility settings and controlled visibility among departments and users ordering and retrieving reports. Information obtained will be held strictly confidential and released only to those requestors identified during account set-up. Additional security preferences such as truncated social security numbers, dates of birth, and other sensitive information can be set for extra security on final reports as requested.

My Profile Option / Manage Themes



This feature allows users to customize their platform display features, preferences, theme, and dashboard look for your specific account.

Quick App Client Features



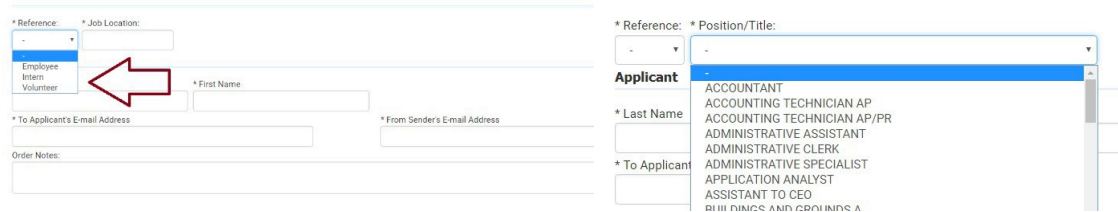
Your “Background Screening Application” and candidate notifications will be branded and customized as part of this contract.

Administrative Rights

Each account can be customized to assign restricted or unrestricted access and visibility to each user. Set unique controls and ordering rights, track online system activity, and access to reports by the user. Our system can add multiple locations, departments, and unlimited users to allow category-specific reporting and invoicing.

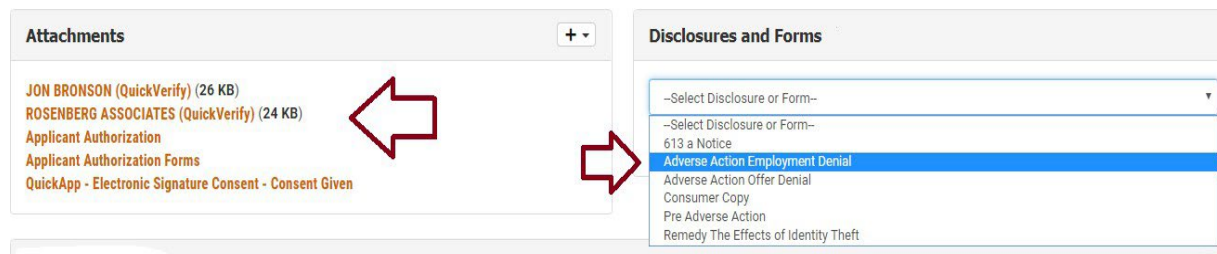
Customized Field Settings

QuickApp™ Order



Capture and set mandatory or optional fields such as the **Position/Title** of the applicant, **Employee Status** (Employee / Volunteer / Intern / Seasonal), **Job Location**, **Department**, or **Internal Department Billing Codes** to assist with customized Ad-HOC reports or invoice filter options.

Document Management



Our system allows users to upload additional documents to each background screening report by selecting the **+** button under the **attachments tab** of each applicant report. This assists with centralized applicant report filing and storage within our secure platform. Additional supporting documentation such as copies of employment records, school degrees or diplomas, or quick verify documents will also be uploaded for your reference when reviewing your completed report.

Duplicate Order Alert Feature

Pre-Search Results

Test Account - Test Account - Basic Screening Services

The following reports were previously ordered, matching at least one of the following: **ssn,email,name**. If you continue, you may create a duplicate order.

Name	SSN	Email	File	Client Name	Requestor	Ordered	Status
EXAMPLE, JOHN	619-07-1234	JESUS.LOPEZ@EA	292751	Contracts - DEMO Accou	Account, Test	2022-11-15	Complete
EXAMPLE, JOHN	619-07-1234	JESUS.LOPEZ@EA	292751	Contracts - DEMO Accou	Account, Test	2022-11-15	Complete

Our system will automatically flag duplicate orders during the ordering process. Our team member will contact the human resources point of contact and provide a file number and the most recent date of the completed background check for your review and cancel the pending duplicate order in our system. The Client may also set specific instructions to your account when a duplicate background check is approved for re-processing.

Online System Communication for Faster Response Times

Our system allows us to communicate with our clients through our online portal. Individual searches can be flagged as **Client Message** enabling the end-user to read real-time notes and messages from our team regarding the current status or cause of delay (if applicable) on each search. These messages will be accompanied by a notification email from your account manager notifying you of a pending message for your attention and review.

Order Details ↑

Status:

Client Message

Order Date:

02-10-2020 12:35 PM MST

Requestor:

Jessica Diaz

Report Date:

02-17-2020 2:00 PM MST

Email:

ydiaz@golynx.com

File Number:

197930* / 7071

Phone:

(407) 254-6041

Commercial Driver's License (DOT) Employment Verification

TRANSAM TRUCKING (KS)	Client Message	Unassigned
WERNER ENTERPRISES (HI)	Complete	Unassigned
WALMART (FL)	Complete	Unassigned
BARC DEVELOPMENT SERVICES (PA)	Complete	Unassigned
NHS (PA)	Complete	Unassigned

EMPLOYER EMAIL

EMPLOYER TYPE

SUBJECT-PROVIDED INFORMATION

EMPLOYER-PROVIDED INFORMATION

POSITION

HIRE DATE

END DATE

WAGE/SALARY

TIME/STATUS

REASON FOR LEAVING

* Current * Previous

COMPANY DRIVER

FEB 2019

Current

193.60/weekly

Other

CURRENTLY WORKING

* Current * Previous

WARNING: Search Pending

PENDING NOTES

02-12-2020 12:29 PM MST Dayanara Araujo: SENT EMAIL NOTIFICATION TO CLIENT NOTING THE HIGH ETA FOR THIS DOT VERIFICATION. ETA IS 25 BUSINESS DAYS

02-12-2020 12:15 PM MST Silvia Sales: PENDING DOT, FROM 3 PARTY ETA WITHIN 25 BUSINESS DAYS

02-10-2020 1:55 PM MST Silvia Sales: 1ST ATTEMPT: OPT FOR HR, OPT FOR DRIVERS, USE THIRD PARTY DRIVERFACTS

Our system allows us to add dedicated account notes per your specifications, allowing our team to process and complete each search per your scope of work and instruction.

[Edit Custom Questionnaire](#)

We can create custom electronic forms your agency uses to meet specific screening and hiring requirements. These forms can be part of the electronic form completed by your candidate or provided as a downloadable option for candidates to complete and re-upload to the platform as an attachment to your completed report.

Custom Screening Filters

Complete

02-10-2022 5:48 PM MST
02-15-2022 8:30 AM MST
261790
Test Account / TEST
13210 Florence Ave
Santa Fe Springs, CA 90670-4510

Decision:
Requestor:
Email:
Phone:
Alt Phone:
Fax:
Product:

Approved (per client specifications)

Declined (per client specifications)

Review

Pre-Adverse (per client specifications)

Dispute

←

ECS recognizes the benefits of an additional screening and review process, which can help your team streamline and improve the effectiveness of your background screening and decision-making process.

Our clients can further enhance their candidate review process by setting color-coded decision classifications to allow your team to view different stages of the hiring process, including approved /declined /under review /adverse candidate review/dispute candidate request.

Export	Results	View Report	Print Report(s)	Exclude Archived Files		<input type="text" value="Filter"/>				
	Name	SSN	File No.	Reference	Report To	Requestor	Ordered	Status	Email	Flag
	ROUAN, ALFRED		200762*	-	County of Riverside	Lance Ratliff	2020-03-06	Complete		
	HAINWOOD, SHAWN		199523*	-	County of Riverside	Lance Ratliff	2020-02-25	Complete		
	FOSTER, MARK		199216*	-	County of Riverside	Starlene Patton	2020-02-24	Complete		
	CORNEY, STEVEN		191006*	-	County of Riverside	Starlene Patton	2019-11-12	Complete		
	JONES, SCOTT		190306*	-	County of Riverside	Starlene Patton	2019-11-05	Complete		
	DUNCAN, MICHAEL		190266*	-	County of Riverside	Starlene Patton	2019-11-05	Complete		
	GIBSON, ARNOLD		199890*	-	County of Riverside	Starlene Patton	2019-10-31	Complete		
	FRANCISCO, SHEA		199890*	-	County of Riverside	Starlene Patton	2019-10-31	Complete		
	FELDER, ZACHARY		199601*	-	County of Riverside	Starlene Patton	2019-10-29	Complete		
	SAVINO, MICHAEL		199575*	-	County of Riverside	Starlene Patton	2019-10-29	Complete		
	MIDGULL, BRADLEY		199575*	-	County of Riverside	Starlene Patton	2019-10-29	Complete		
	MICHAEL, RANDY		199560*	-	County of Riverside	Starlene Patton	2019-10-29	Complete		
	RIGGS, JAMIE		199355*	-	County of Riverside	Starlene Patton	2019-10-25	Archived		

5.1.3 Explain the operating requirements of the customer's staff.

Each user must reset their password every 90 days, and passwords must meet unique character requirements to be valid. Users will automatically be disabled after 120 days due to inactivity for added security. Users must re-verify their identity by answering security questions during password reset requests. Password resets can be requested through the "forgot password" link on the login page or by request by contacting our support team for assistance. Users will also be logged out of the system every 5 minutes for added security if inactive or idle. Our website uses encryption and authentication standards to protect the confidentiality of all web transactions, including date and time stamp and client IP address on all orders placed, monitoring all potential threats and risks. Additional User Audit reports are also available upon request.

A unique username and temporary password will be emailed to each user upon request and completion of our FCRA User Compliance Form, prompting a password reset for each user to select their unique password upon their first login attempt. Our system allows for an unlimited number of users to be added with individual customized settings and accessibility as requested. Accessibility and visibility to each account's reports will be determined and set per your specifications during the onboarding setup call.

5.1.4 Provide an example order schedule overview explaining turnaround time.

Once the background screening process has been initiated in our system and the applicant has completed their online application, the expected average turnaround times are:

- Instant to same-day results for SSN Address Trace and Identity Verification, Motor Vehicle Records, OFAC Terrorist Searches and Sanctions Check, National Criminal Database and Sex



Offender Registry Records, and Credit Reports

- 24 to 72+ hours for Domestic County/Statewide Criminal Record Searches (differ by jurisdiction), Federal Criminal Records, Professional License Verification, and Media Searches.

Record searches with hits may require additional time for review to ensure the accuracy of the information being provided to our clients. Additionally, records held in clerk-run courthouses, those affected by unexpected weather, or those adversely affected by changes to court case review policies (i.e., redaction of date of birth off criminal records in CA and MI) may require additional time to complete.

Our system automatically generates an estimated date of completion in the pending notes section based on an annual completion metric for each jurisdiction searched. Any deviations from these expected turn-around times will be communicated to the Human Resources representative who submitted the report through our dashboard and may be updated based on known delays in each region.

- 24-72+ hours for employment/academic verifications. Completion may vary and depends on the responsiveness of the source (employers/schools/university) or the applicant who is required to provide additional supporting documents as a means of verification.
- 2-15+ days to complete International Criminal Searches (vary by country).

Any deviations from these expected turn-around times will be communicated to the Human Resource representative who submitted the report to explain the delay with an estimated completion date.

Note: We are at the liberty of the courts and record providers who provide us information; thus, delays may occur in clerk-assisted courts, areas that may be affected by weather, or while gathering direct record information from employment and educational sources who are non-responsive or have delayed response times to all requests submitted. All attempts made will be fully documented in the notes section of each pending report through completion, and updates will be promptly provided to the client.

5.1.5 Explain what is involved in the implementation of the contract with a new customer.

We are committed to providing professional guidance and the best customer support to ensure an efficient implementation and onboarding process that will meet your organization's specific needs and deadlines. Upon contract award notification, your assigned Account Manager will reach out (within 24 hours of notification) to introduce themselves, create your account based on bid specifications, and schedule a follow-up onboarding TEAMS introduction call at your team's earliest convenience. The scheduled TEAMS/ZOOM webinar call will walk you through our web-based solution (share screen), set up your specific and customized account preferences, and walk you through our screening process from beginning to end, answering any specific questions your team may have before going live with your account. Any recommendations or adjustments you make will be implemented promptly after the call and followed up with a confirmation email for reference.

Upon account creation, your Account Manager will provide a **System User Guide (PDF)** and a recorded copy of the onboarding TEAMS webinar (optional), which can be used for onboarding future staff or as a quick refresher guide for your current team. As requested throughout the



contract, ECS is always available to schedule follow-up training sessions for all new and existing users. Employers Choice Screening provides continuous news, updates, and industry best-practice blogs, articles, and webinars through our various social media channels, cloud-based platform, News & Announcements section of the main dashboard, and the resources section of our website.

5.1.6 What is the customer expected to provide to facilitate your service.

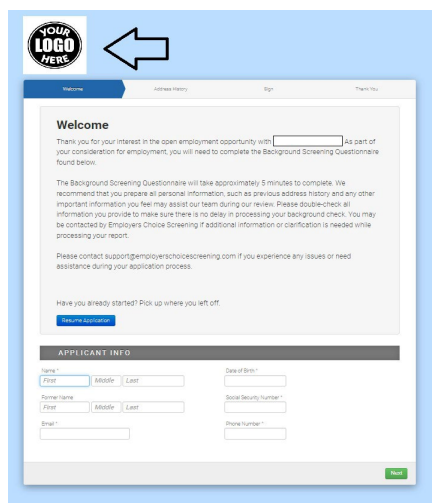
Quick App: Electronic Request

After selecting the green **QUICK APP** button, your HR representative will enter the applicant's first, middle (if applicable), last name, and email address and click **SEND**. With the applicant's consent, you may also enter a phone number if they desire to receive a text notification and an email link to complete their online application.

The applicant will complete their application, receive all FCRA notices and disclosures, and electronically consent to the background check. All notices and signed disclosure forms will be automatically uploaded and attached to the applicant's completed file for centralized storage. They may be downloaded or printed by our clients as needed.

An automatic reminder email/text notification will be sent every morning to applicants who still need to complete their online application. Reminders are set to 5 days by default before expiration but can be set to as many days as you deem necessary. Applicants who wish to opt out of future text notifications may do so after receiving the first text.

Application Link



The screenshot shows a web portal with a 'YOUR LOGO HERE' placeholder and a left arrow. The main content area has a 'Welcome' message and a 'Background Screening Questionnaire' section. Below this is an 'APPLICANT INFO' section with fields for First, Middle, and Last name, Date of Birth, Social Security Number, and Phone Number. A 'Next' button is at the bottom right.

Our dedicated **Quick App Pro** links are created as a customized ordering portal that allows candidates to enter their information to initiate a background check. This link can be accessed from any phone, tablet, or laptop, delivered through your dedicated online hiring landing page, or delivered as an outgoing email notification to your candidates. This ordering option allows you to direct your candidate to a customized “Background Check Portal” to complete their Background Check request without requesting it through our website.

Sample Customized URL: <https://yourcompanyname.quickapp.pro/>

Manual Data Entry



The screenshot shows a 'Manual Data Entry' form for an applicant. It includes fields for Position/Title, Applicant Info, Last Name, First Name, Middle Name, Generation, SSN, DOB, Phone Number, and Email Address. A 'Next' button is at the bottom right.

By selecting **NEXT**, your assigned human resources representative can manually enter the applicant’s information into our online portal or transmit an order via facsimile or confidential email to your account representative for processing.

A .pdf downloadable/printable version of our **Disclosure and Authorization form** and **FCRA Summary of Rights** will be provided to the applicant for completion. The client may use their existing disclosure and authorization form, as provided in your sample forms which names our company as the assigned CRA conducting the background check on their behalf. The client may also use their current forms if desired.

ECS reserves the right to review documents for compliance before use. The applicant will provide all the necessary information to conduct the background check and return the signed disclosure form to your HR department to proceed with their background check

5.1.7 Identify any subcontractors or third-party services that will be utilized in the performance of the services.

ECS employs a team of dedicated full-time management, compliance, quality assurance, sales, and customer service staff who will be directly assigned to your account. We leverage technology to provide our services, integrating with various data providers that directly provide record information to our system for review and report completion. Additional staff needed to deliver our services, such as domestic and international court researchers, third-party data and service providers, IT system support staff, and



registered agents in specific states, as needed, to meet particular contracting requirements, are not included in the total number of employees employed and can be scaled up to meet particular project requirements.

You will be assigned a dedicated Account Manager and a Customer Service Specialist to assist your HR team and its candidates with questions and daily activities related to your orders. We provide responsive, personalized service to all clients through our 24/7 online system access, U.S.-based customer support, and direct access to our qualified and experienced FCRA-certified investigative team members. As a proposed vendor, we are currently staffed to meet your projected screening needs. We agree to accommodate and adjust our resources as needed if the projected scope or volume should change over the term of this contract.

Furthermore, ECS guarantees that the key personnel in our staffing plan will be assigned to this project throughout the contract term. If you determine that the account manager or any of our staff cannot perform in accordance with the service requirements of this contract, the named team members shall be replaced at the client's written request. Furthermore, if any personnel changes are made at any time, updated personnel will also be named with a similar assignment guarantee.

5.1.8 Describe and clearly indicate any exceptions to the specifications or requirements found in this RFP.

By submitting a response, we acknowledge that our company has carefully reviewed your requested services and has fully informed ourselves and agreed to all existing conditions, limitations, and proposed scope of work related to this request. We will address your requirements below, explaining our company's ability to perform all services sought and fully demonstrate our thorough knowledge and understanding of pre-employment background screening services as described in the scope of work provided. We have no exceptions to the specifications or requirements found within this RFP.

5.1.9 Provide any additional information you feel is necessary.

The Employers Choice Difference:

Employers Choice Screening focuses on Compliance, Quality Assurance, Information Security, and Customer Service. We utilize a variety of trusted and secure government-run databases directly integrated with our screening software, in conjunction with our network of qualified and continuously audited court researchers (domestic and international), who contribute record information to your overall Background Screening Report. All information received goes through our Quality Assurance review to ensure the accuracy of the information being reported before completion, minimizing the need for reinvestigation and ensuring you receive quality record information that can be used when making a sound hiring decision. Furthermore, our internal Quality Management processes continuously monitor our daily tasks, customer satisfaction, and service delivery metrics to ensure that quality standards are always met with each deliverable service we provide.

Experience

ECS currently services a variety of industries, including, but not limited to, governmental municipalities (city/county/state/and federal), public utilities and local and state transportation authorities, parks and recreation departments, education institutions, large corporations, and a variety of different sized businesses alike. We have no defaulted, incomplete, or failed to perform contracts to report. All work has been performed through completion and has received satisfactory reviews as part of our ongoing Quality Management (QA) review process and quarterly client surveys we receive.



5.2 Project Related Experience and Qualifications

5.2.1 Provide a general explanation and chart which specifies project leadership and reporting responsibilities, and how the team will interface with Customer.

ECS employs a team of dedicated full-time management, compliance, quality assurance, sales, and customer service staff who will be directly assigned to your account. We leverage technology to provide our services, integrating with various data providers that directly provide record information to our system for review and report completion. Additional staff needed to deliver our services, such as domestic and international court researchers, third-party data and service providers, IT system support staff, and registered agents in specific states, as needed, to meet particular contracting requirements, are not included in the total number of employees employed and can be scaled up to meet particular project requirements.

You will be assigned a dedicated Account Manager and a Customer Service Specialist to assist your HR team and its candidates with questions and daily activities related to your orders. We provide responsive, personalized service to all clients through our 24/7 online system access, U.S.-based customer support, and direct access to our qualified and experienced FCRA-certified investigative team members. As a proposed vendor, we are currently staffed to meet your projected screening needs. We agree to accommodate and adjust our resources as needed if the projected scope or volume should change over the term of this contract.

5.2.2 Any goods or services not outlined in the Scope of Work that you wish to offer?

Livescan/ Fingerprinting services. Please see description below.

5.2.3 Any major requirements that cannot be met by your firm?

We perform name-based Background Screening and Verification Services.

Services shall include, but not be limited to, all services requested under this solicitation. Fingerprinting and livescan services are referred to a third-party vendor/partner [FIELDPRINT](#). The applicant must schedule an appointment through their website and pay for services directly to the verified location which will perform these services. Results are given directly to the applicant to provide their potential employer. ECS does not manage this process.

[Click Here](#) to view our full-service catalog:

5.2.4 List the business location(s) out of which your firm's team members will work from. You are encouraged to provide options to cover multiple geographic areas outside of Dallas/Fort Worth.

Employers Choice Screening currently holds a CA Business license in our home state of California and multiple foreign state business licenses, including FL, KS, NY, VA, LA, MT, TX, IL, and WA, which were acquired upon award of contracts in those states. This includes registered offices and agent staff, who work on our behalf on specific agreements and clients we serve in these states. Allocated staff and work will be performed from our main office in Santa Fe Springs, CA.

5.2.5 Provide an overview of your company including its size, years in business, experience and major clients.

Employers Choice Screening (ECS) began as a division of a Corporate Private Investigations firm,



Diversified Risk Management Inc., in 2002, offering Background Screening, Drug Testing, Occupational Health Screening, and Compliance Training services in addition to workplace investigations, harassment investigations, and other employee misconduct prevention services. As our clients began seeing the value in implementing proactive screening services before the need for investigation into employee misconduct, Employers Choice Online Inc. was created and formed as a stand-alone S-Corp in 2011, providing a dedicated national resource of Human Resource services to corporate, commercial, and government clients across the United States

Business Name: Employers Choice Online, Inc. | **DBA:** Employers Choice Screening



13210 Florence Ave
Santa Fe Springs, CA 90670

State of Incorporation: CA / Status: S-Corporation / Date of Incorporation: 08/04/2011
CA State Entity Number: C3402978 | FEIN: 45-3193031 | DUNS: 078273241 Unique Entity ID (UEI): XNY3W3ESBJ83 / CAGE: 6LB09

5.2.6 Describe your invoicing process. Payment terms? Is payment by credit card accepted?

Payment Terms: Net 30

Acceptable Payment Methods: Credit Card / ACH / Check / P-Cards

Electronic invoices are automatically generated and emailed each month to assigned parties. They can also be mailed in hard copy form to your purchasing department for processing. Billing can be scheduled for automatic payment via credit card or ACH by contacting our Accounting Department at accounting@employerschoicesscreening.com for setup and payment authorization.

Our invoicing/billing process is flexible and can be customized to meet your specific needs. Accounts can be set up to be billed by centralized corporate location, broken out by individual departments or subdivisions, or accompanied by a separate excel or PDF invoice report with itemized details and total spend per department.

5.2.7 Include a list of no more than five (5) similar contracts awarded within the last 5 years.

Please see **Reference section** above for more information.

5.2.8 Identify any contracts within the past three years that were terminated due to non-performance.

ECS currently services a variety of industries, including, but not limited to, governmental municipalities (city/county/state/and federal), public utilities and transportation authorities, parks and recreation departments, education institutions, corporations, and a variety of different-sized commercial businesses alike. We have no defaulted, incomplete, or failed to perform contracts to report. All work has been performed through completion and has received satisfactory reviews as part of our ongoing Quality Management (QA) review process, as well as client surveys.



5.2.9 State the warranty and length of same that may apply to the goods or services you are proposing.

As a potential background screening partner, we plan to deliver the best overall value through a competitive price offering, the highest level of quality assurance and security procedures to protect your investment, a proactive customer support approach to communication, and timely and professional responses provided, and a secure online screening solution aimed to provide a streamlined and user-friendly candidate experience which helps our clients meet their hiring objectives. Our system offers the flexibility and customization to tailor your account to meet your screening needs. Our industry-leading service offerings also come with exceptional customer support from our FCRA Advanced certified team. We will remain engaged with your team by listening, advising, and developing a complete system that will help provide long-term solutions for your organization.

You will be assigned a dedicated Account Manager and a Customer Service Specialist to assist your HR team and its candidates with questions and daily activities related to your orders. We provide responsive, personalized service to all clients through our 24/7 online system access, U.S.-based customer support, and direct access to our qualified and experienced FCRA-certified investigative team members. As a proposed vendor, we are currently staffed to meet your projected screening needs. We agree to accommodate and adjust our resources as needed if the projected scope or volume should change over the term of this contract.

Furthermore, ECS guarantees that the key personnel in our staffing plan will be assigned to this project throughout the contract term. If you determine that the account manager or any of our staff cannot perform in accordance with the service requirements of this contract, the named team members shall be replaced at the client's written request. Furthermore, if any personnel changes are made at any time, updated personnel will also be named with a similar assignment guarantee

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APPENDIX A.1
Pricing for TXShare Cooperative Purchase Program Participants



PROPOSAL DISCOUNT OFFER WORKSHEET FOR RFP #2025-028

Service Category #1: Background Check Services		
Item	Description	% Discount Off Your Regular Rate

1 Service Category #1: Background Check Services

15%

Service Category #2: Other Ancillary Services		
Item	Description	% Discount Off Your Regular Rate

2 Describe Services Below:

A	Drug Testing Services	15%
B	Occupational Health Screening Services	15%
C	Compliance Training Services	15%

[CLICK HERE](#) to view Drug Test Services

[CLICK HERE](#) to view Occupational Health Screening Services

[CLICK HERE](#) to view Compliance Training Services

APPENDIX A.2
Service Area Designation Forms



EXHIBIT 3 SERVICE DESIGNATION AREAS

Texas Service Area Designation or Identification			
Proposing Firm Name:	Employers Choice Screening		
Notes:	Indicate in the appropriate box whether you are proposing to service the entire state of Texas		
	Will service the entire state of Texas	Will not service the entire state of Texas	
	Yes		
	If you are not proposing to service the entire state of Texas, designate on the form below the regions that you are proposing to provide goods and/or services to. By designating a region or regions, you are certifying that you are willing and able to provide the proposed goods and services.		
Item	Region	Metropolitan Statistical Areas	Designated Service Area
1.	North Central Texas	16 counties in the Dallas-Fort Worth Metropolitan area	x
2.	High Plains	Amarillo Lubbock	x
3.	Northwest	Abilene Wichita Falls	x
4.	Upper East	Longview Texarkana, TX-AR Metro Area Tyler	x
5.	Southeast	Beaumont-Port Arthur	x
6.	Gulf Coast	Houston-The Woodlands-Sugar Land	x
7.	Central Texas	College Station-Bryan Killeen-Temple Waco	x
8.	Capital Texas	Austin-Round Rock	x
9.	Alamo	San Antonio-New Braunfels Victoria	x
10.	South Texas	Brownsville-Harlingen Corpus Christi Laredo McAllen-Edinburg-Mission	x
11.	West Texas	Midland Odessa San Angelo	x
12.	Upper Rio Grande	El Paso	x

(Exhibit 3 continued on next page)



(Exhibit 3 continued)

Nationwide Service Area Designation or Identification Form							
Proposing Firm Name:	Employers Choice Screening						
Notes:	<p>Indicate in the appropriate box whether you are proposing to provide service to all Fifty (50) States.</p> <table border="1"> <tr> <td>Will service all fifty (50) states</td> <td>Will not service fifty (50) states</td> </tr> <tr> <td>Yes</td> <td></td> </tr> </table> <p>If you are not proposing to service to all fifty (50) states, then designate on the form below the states that you will provide service to. By designating a state or states, you are certifying that you are willing and able to provide the proposed goods and services in those states.</p> <p>If you are only proposing to service a specific region, metropolitan statistical area (MSA), or City in a State, then indicate as such in the appropriate column box.</p>			Will service all fifty (50) states	Will not service fifty (50) states	Yes	
Will service all fifty (50) states	Will not service fifty (50) states						
Yes							
Item	State	Region/MSA/City (write "ALL" if proposing to service entire state)	Designated as a Service Area				
1.	Alabama	All					
2.	Alaska	All					
3.	Arizona	All					
4.	Arkansas	All					
5.	California	All					
6.	Colorado	All					
7.	Connecticut	All					
8.	Delaware	All					
9.	Florida	All					
10.	Georgia	All					
11.	Hawaii	All					
12.	Idaho	All					
13.	Illinois	All					
14.	Indiana	All					
15.	Iowa	All					
16.	Kansas	All					
17.	Kentucky	All					
18.	Louisiana	All					
19.	Maine	All					
20.	Maryland	All					



21.	Massachusetts	All	
22.	Michigan	All	
23.	Minnesota	All	
24.	Mississippi	All	
25.	Missouri	All	
26.	Montana	All	
27.	Nebraska	All	
28.	Nevada	All	
29.	New Hampshire	All	
30.	New Jersey	All	
31.	New Mexico	All	
32.	New York	All	
33.	North Carolina	All	
34.	North Dakota	All	
35.	Ohio	All	
36.	Oregon	All	
37.	Oklahoma	All	
38.	Pennsylvania	All	
39.	Rhode Island	All	
40.	South Carolina	All	
41.	South Dakota	All	
42.	Tennessee	All	
43.	Texas	All	
44.	Utah	All	
45.	Vermont	All	
46.	Virginia	All	
47.	Washington	All	
48.	West Virginia	All	
49.	Wisconsin	All	
50.	Wyoming	All	

End of Exhibit 3

APPENDIX A.3

The categories awarded under this contract are listed on the following Exhibit 1.



EXHIBIT 1 **CATEGORIES SELECTED, DISCOUNTS FOR PRICING & CURRENT PUBLISHED PRICE LIST**

- Please place a checkmark next to each Category that you are offering in your proposal:

 X Service Category #1: Background Check Services

 X Service Category #2: Other Ancillary Services

- **Proposed Contractual Discounts on Pricing for Categories Offered**

For each of the categories you selected above, provide your proposed discount off your list price on the attached *Exhibit 1 - Proposal Discount Offer Worksheet*. You may offer tiers of discounts based on the different bid items or the sale quantity.

- **Current Published Price List for Items Offered**

For each of the bid items you wish to offer, please provide the current published list price. Please attach this information to your proposal on a separate sheet or via a weblink. Please match the Category item number from the Proposal Discount Offer Worksheet to the matching item on your current published price list.

NOTE: The current price list will NOT be a part of your contractual obligation and may be modified at your discretion during the term of any contract that is awarded to you. You are however requested to provide us with an updated version of the current price list whenever it is updated. Only the percentage discount is contractually obligated.

APPENDIX B
DEBARMENT CERTIFICATION

I, Jesus Ariel Lopez
(Name of certifying official)

being duly sworn or under penalty of perjury under the laws of the United States, certifies that neither

Employers Choice Screening,
(Name of lower tier participant)


nor its principals are presently:

- debarred, suspended, proposed for debarment,
- declared ineligible,
- or voluntarily excluded from participation in this transaction by any federal department or agency

Where the above identified lower tier participant is unable to certify any of the above statements in this certification, such prospective participant shall indicate below to whom the exception applies, the initiating agency, and dates of action.

Exceptions will not necessarily result in denial of award but will be considered in determining contractor responsibility. Providing false information may result in criminal prosecution or administrative sanctions.

EXCEPTIONS:



Signature of Certifying OfficialVice President of Sales

Title05/27/2025

Date of Certification

APPENDIX C

RESTRICTIONS ON LOBBYING

Section 319 of Public Law 101-121 prohibits recipients of federal contracts, grants, and loans exceeding \$100,000 at any tier under a federal contract from using appropriated funds for lobbying the Executive or Legislative Branches of the federal government in connection with a specific contract, grant, or loan. Section 319 also requires each person who requests or receives a federal contract or grant in excess of \$100,000 to disclose lobbying.

No appropriated funds may be expended by the recipient of a federal contract, loan, or cooperative agreement to pay any person for influencing or attempting to influence an officer or employee of any federal executive department or agency as well as any independent regulatory commission or government corporation, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered federal actions: the awarding of any federal contract, the making of any federal grant, the making of any federal loan the entering into of any cooperative agreement and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

As a recipient of a federal grant exceeding \$100,000, NCTCOG requires its subcontractors of that grant to file a certification, set forth in Appendix B.1, that neither the agency nor its employees have made, or will make, any payment prohibited by the preceding paragraph.

Subcontractors are also required to file with NCTCOG a disclosure form, set forth in Appendix B.2, if the subcontractor or its employees have made or have agreed to make any payment using nonappropriated funds (to include profits from any federal action), which would be prohibited if paid for with appropriated funds.

LOBBYING CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS

The undersigned certifies to the best of his or her knowledge and belief, that:

- (1) No federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal 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 any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension continuation, renewal amendment, or modification of any 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 contract, grant, loan, 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 subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, US Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signature

Vice President of Sales

Title

Employers Choice Screening

Agency

05/27/2025

Date

APPENDIX D ATTESTATION OF CONTRACTS NULLIFYING ACTIVITY

The following provisions are mandated by Federal and/or State of Texas law. Failure to certify the following will result in disqualification of consideration for contract. Entities or agencies that are not able to comply with the following will be ineligible for consideration of contract award.

D-1: PROHIBITED TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT CERTIFICATION

This Contract is subject to the Public Law 115-232, Section 889, and 2 Code of Federal Regulations (CFR) Part 200, including §200.216 and §200.471, for prohibition on certain telecommunications and video surveillance or equipment.

Public Law 115-232, Section 889, identifies that restricted telecommunications and video surveillance equipment or services (e.g. phones, internet, video surveillance, cloud servers) include the following:

- A) Telecommunications equipment that is produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliates of such entities).
- B) Video surveillance and telecommunications equipment produced by Hytera Communications Corporations, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliates of such entities).
- C) Telecommunications or video surveillance services used by such entities or using such equipment.
- D) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, Director of the National Intelligence, or the Director of the Federal Bureau of Investigation reasonably believes to be an entity owned or controlled by the government of a covered foreign country.

The entity identified below, through its authorized representative, hereby certifies that no funds under this Contract will be obligated or expended to procure or obtain telecommunication or video surveillance services or equipment or systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as a critical technology as part of any system prohibited by 2 CFR §200.216 and §200.471, or applicable provisions in Public Law 115-232 Section 889.

Check one of the following:

☒ The Contractor or Subrecipient hereby certifies that it does comply with the requirements of 2 CFR §200.216 and §200.471, or applicable regulations in Public Law 115-232 Section 889.

-OR-

☐ The Contractor or Subrecipient hereby certifies that it cannot comply with the requirements of 2 CFR §200.216 and §200.471, or applicable regulations in Public Law 115-232 Section 889.

Employers Choice Screening

Name of Organization/Contractor

Signature of Authorized Representative

Jesus Ariel Lopez, Vice President of Sales

Printed/Typed Name and Title of Authorized Representative

05/27/2025

Date

D-2: DISCRIMINATION AGAINST FIREARMS ENTITIES OR FIREARMS TRADE ASSOCIATIONS

This contract is subject to the Texas Local Government Code chapter 2274, Subtitle F, Title 10, prohibiting contracts with companies who discriminate against firearm and ammunition industries.

TLGC chapter 2274, Subtitle F, Title 10, identifies that “discrimination against a firearm entity or firearm trade association” includes the following:

- A) means, with respect to the entity or association, to:
 - I. refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association; and
 - II. refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or
 - III. terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association.
- B) An exception to this provision excludes the following:
 - I. contracts with a sole-source CONTRACTOR; or
 - II. the government entity does not receive bids from companies who can provide written verification.

The entity identified below, through its authorized representative, hereby certifies that they have no practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and that they will not discriminate during the term of the contract against a firearm entity or firearm trade association as prohibited by Chapter 2274, Subtitle F, Title 10 of the Texas Local Government Code.

Check one of the following:

☒ The Contractor or Subrecipient hereby certifies that it does comply with the requirements of Chapter 2274, Subtitle F, Title 10.

-OR-

☐ The Contractor or Subrecipient hereby certifies that it cannot comply with the requirements of Chapter 2274, Subtitle F, Title 10.

Employers Choice Screening

Name of Organization/Contractor

Signature of Authorized Representative

Jesus Ariel Lopez, Vice President of Sales

Printed/Typed Name and Title of Authorized Representative

05/27/2025

Date

D-3: BOYCOTTING OF CERTAIN ENERGY COMPANIES

This contract is subject to the Texas Local Government Code chapter 809, Subtitle A, Title 8, prohibiting contracts with companies who boycott certain energy companies.

TLGC chapter Code chapter 809, Subtitle A, Title 8, identifies that “boycott energy company” means, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company:

- I. engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; and
- II. does business with a company described by paragraph (I).

The entity identified below, through its authorized representative, hereby certifies that they do not boycott energy companies, and that they will not boycott energy companies during the term of the contract as prohibited by Chapter 809, Subtitle A, Title 8 of the Texas Local Government Code.

Check one of the following:

☒ The Contractor or Subrecipient hereby certifies that it does comply with the requirements of Chapter 809, Subtitle A, Title 8.

-OR-

☐ The Contractor or Subrecipient hereby certifies that it cannot comply with the requirements of Chapter 809, Subtitle A, Title 8.

Employers Choice Screening

Name of Organization/Contractor

Signature of Authorized Representative

Jesus Ariel Lopez, Vice President of Sales

Printed/Typed Name and Title of Authorized Representative

05/27/2025

Date

APPENDIX E**NCTCOG FEDERAL AND STATE OF TEXAS REQUIRED PROCUREMENT PROVISIONS**

The following provisions are mandated by Federal and/or State of Texas law. Failure to certify the following will result in disqualification of consideration for contract. Entities or agencies that are not able to comply with the following will be ineligible for consideration of contract award.

REQUIRED 2 CFR 200 CLAUSES**Uniform Administrative Requirements, Cost Principles & Audit Requirements for Federal Awards
(CONTRACTOR)**

- 1. Equal Employment Opportunity.** CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, sexual orientation, gender identity, or national origin. CONTRACTOR shall take affirmative actions to ensure that applicants are employed, and that employees are treated, during their employment, without regard to their race, religion, color, sex, sexual orientation, gender identity, or national origin. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
- 2. Davis-Bacon Act.** CONTRACTOR agrees to comply with all applicable provisions of 40 USC § 3141 – 3148.
- 3. Contract Work Hours and Safety Standards.** CONTRACTOR agrees to comply with all applicable provisions of 40 USC § 3701 – 3708 to the extent this agreement indicates any employment of mechanics or laborers.
- 4. Rights to Invention Made Under Contract or Agreement.** CONTRACTOR agrees to comply with all applicable provisions of 37 CFR Part 401.
- 5. Clean Air Act, Federal Water Pollution Control Act, and Energy Policy Conservation Act.** CONTRACTOR agrees to comply with all applicable provisions of the Clean Air Act under 42 USC § 7401 – 7671, the Energy Federal Water Pollution Control Act 33 USC § 1251 – 1387, and the Energy Policy Conservation Act under 42 USC § 6201.
- 6. Debarment/Suspension.** CONTRACTOR is prohibited from making any award or permitting any award at any tier to any party which is debarred or suspended or otherwise excluded from or ineligible for participation in federal assistance programs under Executive Order 12549, Debarment and Suspension. CONTRACTOR and its subcontractors shall comply with the special provision “Certification Requirements for Recipients of Grants and Cooperative Agreements Regarding Debarments and Suspensions”.
- 7. Restrictions on Lobbying.** CONTRACTOR of these funds is prohibited from using monies for lobbying purposes; CONTRACTOR shall comply with the special provision “Restrictions on Lobbying”. CONTRACTOR shall include a statement of compliance with the Lobbying Certification and Disclosure of Lobbying Activities in applicable procurement solicitations. Lobbying Certification and Disclosure of Lobbying Activities shall be completed by subcontractors and included in subcontractor contracts, as applicable.
- 8. Procurement of Recovered Materials.** CONTRACTOR agrees to comply with all applicable provisions of 2 CFR §200.322.
- 9. Anti-Israeli Boycott.** By accepting this work order, CONTRACTOR hereby certifies the following:
 - (1) CONTRACTOR’s Company does not boycott Israel; and
 - (2) CONTRACTOR’s Company will not boycott Israel during the term of the contract.

The following definitions apply to this statute:

- (1) "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli- controlled territory, but does not include an action made for ordinary business purposes; and
- (2) "Company" means an organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations that exist to make a profit.

10. Domestic Preference for Procurements

As appropriate and to the extent consistent with law, the CONTRACTOR should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). Consistent with §200.322, the following items shall be defined as: "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

11. Trafficking in Persons

The contractor agrees to comply with all applicable provisions of 2 CFR §175.15. NCTCOG, the Contractor, and its subcontractors are prohibited from

- (i) engaging in severe forms of trafficking in persons during the period of time that the award is in effect;
- (ii) procure a commercial sex act during the period of time that the award is in effect;
- (iii) used force labor in the performance of the award or subawards under the award.

The Federal award agency may unilaterally terminate the award, without penalty, if the Contractor

- (i) is determined to have violated an applicable prohibition;
- (ii) has an employee who is determined by the agency officially authorized to terminate the award to have violated an applicable prohibition of this award term.

NCTCOG must notify the Federal award agency immediately if any information received from the Contractor indicates a violation of the applicable prohibitions.

Check and complete one of the following:

 X The Contractor or Subrecipient hereby certifies that it does comply with the requirements of 2 CFR 200 as stipulated above and required by the NCTCOG.

Name of Organization/Contractor Employers Choice Screening

Signature of Authorized Representative

Jesus Ariel Lopez, Vice President of Sales

Printed/Typed Name and Title of Authorized Representative

05/27/2025

Date

-OR-

 The Contractor or Subrecipient hereby certifies that it cannot comply with the requirements of 2 CFR 200 as stipulated above and required by the NCTCOG

Name of Organization/Contractor

Signature of Authorized Representative

Printed/Typed Name and Title of Authorized Representative

Date