



**CITY OF
TUCSON**

Contract No. 250053-02

**Housing Program Employment Verification and
Background Check Services**

Vendor: ONLINE Information Services, Inc

Table of Contents

1. Contract Addenda
2. Supplier Contract (SCON)
3. Certificates of Insurance / Endorsements
4. Offer & Acceptance
5. Letter of Concurrence
6. Vendor's Response to Intent to Negotiate / BAFO
7. Intent to Negotiate / BAFO
8. Vendor's Response to RFP
9. RFP
10. Contract Summary Document



Contract Addenda



Supplier Contract (SCON)



Certificates of Insurance / Endorsements



ONLIINF-01

ELRIDDIC

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/8/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Towne Insurance Agency, LLC 1000 Red Banks Road Greenville, NC 27858	CONTACT NAME: Madison Taylor	
	PHONE (A/C, No, Ext): (252) 756-8300 FAX (A/C, No): (252) 756-9092	
	E-MAIL ADDRESS: mtaylor2@towneinsurance.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Pennsylvania National Mutual Casualty Insurance Company	14990
INSURED Online Information Services, Inc PO Box 1489 Winterville, NC 28590	INSURER B : Accident Fund Insurance Company of America	10166
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☒ LOC OTHER:			CX9 0666934	9/14/2025	9/14/2026	EACH OCCURRENCE \$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
							MED EXP (Any one person) \$ 5,000
							PERSONAL & ADV INJURY \$ Excluded
							GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$ 2,000,000
							\$
A	☒ AUTOMOBILE LIABILITY ☐ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY			AU90666934	9/14/2025	9/14/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
							BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							\$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 10,000			UL9 0666934	9/14/2025	9/14/2026	EACH OCCURRENCE \$ 5,000,000
							AGGREGATE \$ 5,000,000
							\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☒ Y / N N If yes, describe under DESCRIPTION OF OPERATIONS below			100017367	3/31/2025	3/31/2026	☒ PER STATUTE ☐ OTH-ER
							E.L. EACH ACCIDENT \$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Property			CX9 0666934	9/14/2025	9/14/2026	Business Contents 483,750

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
City of Tucson is included as additional insured in favor of the General Liability policy per the attached endorsement 71 1403.

CERTIFICATE HOLDER

CANCELLATION

City of Tucson 255 W Alameda St Tucson, AZ 85701	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE <i>Elizabeth Priddick</i>



**PENN NATIONAL
INSURANCE**

Feel Secure®

Pennsylvania National Mutual Casualty Insurance Company
Penn National Security Insurance Company
P.O. Box 2361 • Harrisburg, PA 17105-2361

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL GENERAL LIABILITY PENNPAC PLUS ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

I. Damage To Your Work

The following is added to **Section I – Coverages, Coverage A Bodily Injury and Property Damage Liability, Paragraph 1. Insuring Agreement:**

f. Damages because of “property damage” include damages the insured becomes legally obligated to pay because of “property damage” to “your work” and shall be deemed to be caused by an “occurrence”, but only if:

- (1)** The “property damage” is the result of work performed on your behalf by a subcontractor(s) that is not a Named Insured;
- (2)** The work performed by the subcontractor(s) is within the “products-completed operations hazard”; and
- (3)** The “property damage” is unexpected and unintended from the standpoint of the insured.

For the purposes of this coverage, the definition of “Occurrence” in SECTION V – DEFINITIONS is replaced with the following:

13. “Occurrence” means an accident, including continuous or repeated exposure to substantially the same general harmful conditions. An accident shall include “property damage” to other than “your work” arising from “your work”.

II. Limited Product Withdrawal Expense Coverage

A. The following is added to **Section I – Coverages**

LIMITED PRODUCT WITHDRAWAL EXPENSE COVERAGE

1. Insuring Agreement

a. We will reimburse you for “product withdrawal expenses” incurred by you because of a “product withdrawal” to which this insurance applies.

The most we will pay for “product withdrawal expenses” is \$20,000 or the Limit Of Insurance shown in the Declarations or Schedule, whichever is higher.

b. This insurance applies to a “product withdrawal” only if the “product withdrawal” is initiated in the “coverage territory” during the policy period because:

- (1)** You determine that the “product withdrawal” is necessary; or
- (2)** An authorized government entity has ordered you to conduct a “product withdrawal”.

c. We will reimburse “product withdrawal expenses” only if:

- (1)** The expenses are incurred within one year of the date the “product withdrawal” was initiated;
- (2)** The expenses are reported to us within one year of the date the expenses were incurred.

d. The initiation of a "product withdrawal" will be deemed to have been made only at the earliest of the following times:

(1) When you first announced, in any manner, to the general public, your vendors or to your employees (other than those employees directly involved in making the determination) your decision to conduct or participate in a "product withdrawal". This applies regardless of whether the determination to conduct a "product withdrawal" is made by you or is requested by a third party; or

(2) When you first received, either orally or in writing, notification of an order from an authorized government entity to conduct a "product withdrawal".

e. "Product withdrawal expenses" incurred to withdraw "your products" which contain the same or substantially similar "defects" will be deemed to have arisen out of the same "product withdrawal".

2. Exclusions

This insurance does not apply to "product withdrawal expenses" arising out of:

a. Breach Of Warranty And Failure To Conform To Intended Purpose

Any "product withdrawal" initiated due to the failure of "your product" to accomplish their intended purpose, including any breach of warranty of fitness, whether written or implied. This exclusion does not apply if such failure has caused or is reasonably expected to cause "bodily injury" or physical damage to tangible property other than "your product".

b. Infringement Of Copyright, Patent, Trade Secret, Trade Dress Or Trademark

Any "product withdrawal" initiated due to copyright, patent, trade secret, trade dress or trademark infringements.

c. Deterioration, Decomposition Or Chemical Transformation

Any "product withdrawal" initiated due to transformation of a chemical nature, deterioration or decomposition of "your product". This exclusion does not apply if it is caused by:

(1) An error in manufacturing, design, or processing;

(2) Transportation of "your product"; or

(3) "Product tampering".

d. Goodwill, Market Share, Revenue, Profit Or Redesign

The costs of regaining goodwill, market share, revenue or "profit" or the costs of redesigning "your product".

e. Expiration Of Shelf Life

Any "product withdrawal" initiated due to expiration of the designated shelf life of "your product".

f. Known Defect

A "product withdrawal", initiated because of a "defect" in "your product" known to exist by the Named Insured or the Named Insured's "executive officers", prior to the date when this Coverage Part was first issued to you or prior to the time "your product" leaves your control or possession.

g. Otherwise Excluded Products

A recall of any specific products for which "bodily injury" or "property damage" is excluded under **Coverage A Bodily Injury And Property Damage Liability** by endorsement.

h. Governmental Ban

A recall when "your product" or a component contained within "your product" has been:

(1) Banned from the market by an authorized government entity prior to the policy period; or

(2) Distributed or sold by you subsequent to any governmental ban.

i. Defense Of Claim

The defense of a claim or "suit" against you for liability arising out of a "product withdrawal".

j. Third Party Damages, Fines And Penalties

Any compensatory damages, fines, penalties, punitive or exemplary or other non-compensatory damages imposed upon the insured.

k. Pollution-Related Expenses

Any loss, cost or expense due to any:

(1) Request, demand, order, statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or

(2) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

B. For the purposes of this coverage, the following condition is added to **Section IV – Commercial General Liability Conditions:**

Concealment Or Fraud

We will not provide coverage to you, or any other insured, who at any time:

1. Engaged in fraudulent conduct; or

2. Intentionally concealed or misrepresented a material fact concerning a "product withdrawal" or "product withdrawal expenses" incurred by you.

C. The following definitions are added to **Section V - Definitions:**

1. "Defect" means a defect, deficiency or inadequacy that creates a dangerous condition.

2. "Product tampering" is an act of intentional alteration of "your product" which has caused or is reasonably expected to cause "bodily injury" or physical injury to tangible property other than "your product".

When "product tampering" is known, suspected or threatened, a "product withdrawal" will be limited to those batches of "your product" which are known or suspected to have been tampered with.

For the purposes of this insurance, electronic data is not tangible property.

As used in this definition, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

3. "Product withdrawal" means the recall or withdrawal:

a. From the market; or

b. From use by any other person or organization;

of "your products", or products which contain "your products", because of known or suspected "defects" in "your product", or known or suspected "product tampering", which has caused or is reasonably expected to cause "bodily injury" or physical injury to tangible property other than "your product".

For the purposes of this insurance, electronic data is not tangible property.

As used in this definition, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

4. "Product withdrawal expenses" means those reasonable and necessary extra expenses, listed below, paid and directly related to a "product withdrawal":
- a. Costs of notification;
 - b. Costs of stationery, envelopes, production of announcements and postage or facsimiles;
 - c. Costs of overtime paid to your regular non-salaried employees and costs incurred by your employees, including costs of transportation and accommodations;
 - d. Costs of computer time;
 - e. Costs of hiring independent contractors and other temporary employees;
 - f. Costs of transportation, shipping or packaging;
 - g. Costs of warehouse or storage space; or
 - h. Costs of proper disposal of "your products", or products that contain "your products", that cannot be reused, not exceeding your purchase price or your cost to produce the products.
5. "Profit" means the positive gain from business operation after subtracting for all expenses.

III. Non-Owned Watercraft

- a. Exclusion g. Paragraph (2) of **Section I – Coverages, Coverage A Bodily Injury And Property Damage Liability** is deleted and replaced by the following:

(2) A watercraft you do not own that is:

- (a) Less than 51 feet long; and
 - (b) Not being used to carry persons or property for a charge;
- b. Paragraph III.a. applies to any person who, with your expressed or implied consent, either uses or is responsible for the use of a watercraft.
- c. Paragraphs III.a. and III.b. do not apply if the insured has any other insurance for "bodily injury" or "property damage" liability that would also apply to loss covered under this provision, whether the other insurance is primary, excess, contingent or on any other basis. In that case, this Provision III. does not provide any insurance.
- d. Paragraph III.c. does not apply to a policy written to apply specifically in excess of this policy.

IV. Consolidated Insurance (Wrap – Up) Program

The following exclusion is added to Paragraph 2. **Exclusions of Section I – Coverages, Coverage A Bodily Injury And Property Damage Liability:**

This insurance does not apply to "bodily injury" or "property damage" arising out of either your ongoing operations or operations included within the "products-completed operations hazard" if such operations were at any time subject to a "consolidated insurance (wrap-up) program".

This exclusion applies whether or not the "consolidated insurance (wrap-up) program" provided:

- (1) Coverage identical to that provided by this Coverage Part;
- (2) Limits adequate to cover all claims; or
- (3) Coverage that remains in effect.

This exclusion applies regardless of whether such operations are or were conducted by you or on your behalf.

This exclusion does not apply to your operations away from a "consolidated insurance (wrap-up) program" project site incidental to the support of such a project and not included within the "consolidated insurance (wrap-up) program".

This exclusion does not apply to "bodily injury" or "property damage" within the "products-completed operations hazard" if all coverage available to the insured for the "products-completed operations hazard" in a "consolidated insurance (wrap-up) program" has been cancelled, non-renewed or otherwise no longer applies for reasons other than the exhaustion of all available limits, whether such limits are available on a primary, excess or on any other basis.

"Consolidated insurance (wrap-up) program" means any agreement or arrangement, including any contractor-controlled, owner-controlled or similar insurance program, under which some or all of the contractors working on a specific project or specific projects, are required to participate in a program to obtain insurance that:

- (1) Includes same or similar insurance as that provided by this Coverage Part; and
- (2) Is issued specifically for "bodily injury" or "property damage" arising out of such project or projects.

V. Supplementary Payments Increased Limits

In the **Supplementary Payments - Coverages A And B** provision of **Section I - Coverages**:

- a. The limit for the cost of bail bonds is changed from \$250 to \$3000.
- b. The limit for the actual loss of earnings is changed from \$250 to \$1000.

VI. Broad Form Named Insured

- a. **Section II - Who Is An Insured** is amended to include as an insured any organization or subsidiary thereof, other than a partnership, joint venture, or limited liability company, which is a legally incorporated entity of which you own a financial interest of more than 50 percent of the voting stock on the effective date of this endorsement.
- b. Paragraph **VI.a.** does not apply to injury or damage with respect to which an insured under this policy is also an insured under another policy or would be an insured

under such policy but for its termination or upon the exhaustion of its limits of insurance.

- c. Paragraph **VI.b.** does not apply to a policy written to apply specifically in excess of this policy.

VII. Newly Formed or Acquired Organizations

In Paragraph **3.a.** of **Section II - Who Is An Insured**, 90th day is changed to 180th day.

VIII. Incidental Malpractice Liability - Nurse, EMT, or Paramedic

Paragraph **2.a.(1)(d)** of **Section II - Who Is An Insured** is deleted and replaced by the following:

- (d) Arising out of his or her providing or failing to provide professional health care services. However, if you have "employees" who are a nurse, emergency medical technician or paramedic, they are an insured with respect to their providing or failing to provide professional health care services to your "employees".

IX. Automatic Additional Insureds

Section II - Who Is An Insured is amended to add:

- a. The **Lessor of Leased Equipment** from whom you lease equipment when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization.

However,

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are

required by the contract or agreement to provide for such additional insured.

A person's or organization's status as an additional insured under this insurance ends when their contract or agreement with you for such leased equipment ends.

With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

- b. The **Grantor of Franchise** when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an insured only with respect to their liability as grantor of a franchise to you.

However,

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

A person's or organization's status as an additional insured under this insurance ends when their contract or agreement with you for such franchise ends.

- c. The **Manager or Lessor of premises** when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an insured only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you.

A person's or organization's status as an additional insured under this insurance

ends when their contract or agreement with you for such leased premises ends.

This insurance does not apply to:

- (1) Any "occurrence" which takes place after you cease to be a tenant in that premises.
- (2) Structural alterations, new construction or demolition operations performed by or on behalf of the manager or lessor of premises.

However,

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

- d. The **Mortgagee, Assignee, or Receiver** when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an insured only with respect to their liability as mortgagee, assignee, or receiver and arising out of the ownership, maintenance or use of the premises by you.

However,

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

A person's or organization's status as an additional insured under this insurance ends when their contract or agreement with you for such premises ends.

This insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.

- e. The **Vendor** when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an insured only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business, subject to the following additional exclusions:

However,

1. The insurance afforded to such vendor only applies to the extent permitted by law; and
 2. If coverage provided to the vendor is required by a contract or agreement, the insurance afforded to such vendor will not be broader than that which you are required by the contract or agreement to provide for such vendor.
- (1) The insurance afforded the vendor does not apply to:
- (a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
 - (b) Any express warranty unauthorized by you;
 - (c) Any physical or chemical change in the product made intentionally by the vendor;

(d) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

(e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

(f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

(g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or

(h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

(i) The exceptions contained in Sub-paragraphs (d) or (f); or

(ii) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

- (2) This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

X. Amendment - Aggregate Limits of Insurance

The General Aggregate Limit under the **Section III - Limits Of Insurance** applies separately to each of your:

- a. Projects away from premises owned by or rented to you;
- b. "Locations" owned by or rented to you.

"Location" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad.

XI. Electronic Data Liability

- a. Exclusion 2.p. of **Coverage A Bodily Injury And Property Damage Liability** in **Section I – Coverages** is replaced by the following:

2. Exclusions

This insurance does not apply to:

p. Access Or Disclosure Of Confidential Or Personal Information And Data-related Liability

Damages arising out of:

- (1) Any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information; or
- (2) The loss of, loss of use of, damage to, corruption of, inability to access or inability to manipulate "electronic data" that does not result from physical injury to tangible property.

This exclusion applies even if damages are claimed for notification costs, credit monitoring, expenses, forensic expenses, public relations expenses or any other loss, cost or expense incurred by you or others arising out of that which is described in Paragraph (1) or (2) above.

However, unless Paragraph (1) above applies, this exclusion does not apply to damages because of "bodily injury".

- b. The following is added to Paragraph 2. Exclusions of **Section I- Coverage B – Personal And Advertising Injury Liability**:

2. Exclusions

This insurance does not apply to:

Access Or Disclosure Of Confidential Or Personal Information

"Personal and advertising injury" arising out of any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information,

This exclusion applies even if damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relations expenses or any other loss, cost or expense incurred by you or others arising out of any access to or disclosure of any person's or organization's confidential or personal information.

- c. The following paragraph is added to **Section III – Limits Of Insurance**:

Subject to 5. above, the most we will pay under **Coverage A** for "property damage", because of all loss of "electronic data" is \$50,000 each "occurrence" subject to the \$50,000 aggregate or the Electronic Data

Liability Limit shown in the Declarations or Schedule, whichever is higher.

- d. Paragraph **XI.c.** does not apply to “property damage” arising out of damage to “electronic data” on embedded controllers used to operate or maintain building equipment.
- e. The following definition is added to **Section V -Definitions**:
“ Electronic data” means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software including systems and applications software, hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.
- f. For the purposes of this coverage, the definition of “Property Damage” in **Section V - Definitions** is deleted and replaced by the following:

17. “Property damage” means:

- a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it;
- b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the “occurrence” that caused it; or
- c. Loss of, loss of use of, damage to, corruption of, inability to access, or inability to properly manipulate “electronic data”, resulting from physical injury to tangible property. All such loss of “electronic data” shall be deemed to occur at the time of the “occurrence” that caused it.

For the purposes of this insurance, “electronic data” is not tangible property.

XII. Duties in the Event of Occurrence, Claim or Suit Redefined

- a. The requirement in Condition **2.a.** of **Section IV – Commercial General Liability Conditions** that you must see to it that we are notified of an “occurrence” only applies when the “occurrence” or offense is known to:
 - (1) You, if you are an individual;
 - (2) A partner, if you are a partnership; or
 - (3) An officer of the corporation or insurance manager, if you are a corporation.
- b. The requirement in Condition **2.b.** of **Section IV – Commercial General Liability Conditions** that you must see to it that we receive notice of a claim or “suit” will not be considered breached unless the breach occurs after such claim or “suit” is known to:
 - (1) You, if you are an individual;
 - (2) A partner, if you are a partnership; or
 - (3) An officer of the corporation or insurance manager, if you are a corporation.

XIII. Transfer Of Rights Of Recovery Against Others To Us

The following is added to **8. Transfer Of Rights Of Recovery Against Others To Us** condition in **Section IV – Commercial General Liability Conditions**:

- A. We waive any right of recovery we may have against any person(s) or organization(s) because of payments we make for injury or damage arising out of your ongoing operations or “your work” done under a contract with that person(s) or organization(s) and included in the “products-completed operations hazard”. This waiver applies to all person(s) or organizations(s) you have agreed in that written contract or agreement to waive your right of recovery, however, we do not waive our right of recovery against any person or organization due to their liability arising out of the rendering of, or the failure to render, any professional

architectural, engineering or surveying services, including:

- (1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings, designs and specifications; and
- (2) Supervisory, inspection, architectural or engineering activities.

XIV. Bodily Injury Redefined

The definition of "bodily injury" in **Section V - Definitions** is deleted and replaced by the following:

3. "Bodily injury" means bodily injury, sickness or disease sustained by a person including mental anguish or death resulting from any of these.

XV. Mobile Equipment Redefined

Paragraph **12.f.** subparagraph (1) of **Section V - Definitions** does not apply to self-propelled vehicles of less than 1000 pounds gross vehicle weight.

XVI. Unintentional Errors or Omissions

We will not deny coverage under this Coverage Part because of the unintentional omission of, or unintentional error in, any information provided by you. However, this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

XVII. Liberalization

If we adopt any revision that would broaden the coverage under this policy without additional premium within 45 days prior to or during the policy period, the broadened coverage will immediately apply to this policy.

XVIII. Voluntary Property Damage

- a. We will pay, at the request of any Named Insured, for "voluntary property damage" to the property of others provided:
 1. the "voluntary property damage" occurs while such property is in the care, custody or control of an insured or to property over which an insured is, for any purpose, exercising physical control;
 2. the "voluntary property damage" arises out of operations away from the premises owned by, rented to, or controlled by the Named Insured; and

3. the "property damage" coverage of the policy would extend to the operation causing the loss.

- b. The insurance under this coverage does not apply to "voluntary property damage" to property:

1. while being transported by, or caused by the ownership, maintenance, operation, use, loading or unloading of any automobile, watercraft or aircraft; or
2. rented to any Named Insured.

- c. This insurance will apply only to loss that is in excess of \$250 for each "occurrence."

- d. The most we will pay under this coverage is \$5,000 for each "occurrence" subject to \$5,000 aggregate for the policy year.

The each "occurrence" and aggregate limit is in addition to the each "occurrence" and aggregate limit of the Voluntary Property Damage limit provided in the Contractors Special Liability endorsement **70 1909** if attached to this policy.

- e. Payment under this coverage will not include any prospective profit or overhead charges of any nature.

- f. "Voluntary property damage" as used in this coverage means physical injury to tangible property and does not include disappearance, abstraction or loss of use.

XIX. Special Broad Form Property Damage Liability Coverage

- a. **Section I. Coverage A., 2. Exclusion, j. Damage To Property, Paragraphs j.(3), j.(4), and j.(5)** are modified as follows:

Exclusions **j.(3)**, **j.(4)** and **j.(5)** do not apply to the first \$5,000 of "property damage" for each "occurrence" that would otherwise be insured except for the application of these exclusions, as long as the "occurrence" takes place away from the premises you own, rent or control.

The limit above is in addition to the limit for Special Broad Form Property Damage Liability Coverage **70 1909** if attached to this policy.

XX. Fellow Employee Extension

Under **Section II- Who Is An Insured**, Paragraphs **2.a. and 2.a.(1)** are replaced by the following:

2. Each of the following is also an insured:
 - a. Your “volunteer workers” only while performing duties related to the conduct of your business, or your “employees”, other than either your “executive officers” (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, none of these “employees” or “volunteer workers” are insureds for:
 - (1) “Bodily injury” or “personal and advertising injury”:
 - (a) Arising out of his or her providing or failing to provide professional health care services.

With respect to this provision only, Subparagraph (1) of Exclusion **2.e. Employers Liability** under **Section I Coverages, Coverage A.-Bodily Injury and Property Damage Liability** does not apply.

XXI. Medical Payments

- a) The Medical Expense Limit in Paragraph 7. Of **Section III-Limits of Insurance** is replaced by a new Medical Expense Limit, which will be subject to all the terms of **Section III- Limits of Insurance**. If the Medical Expense Limit provided by the coverage part is \$10,000, the new Medical Expense Limit is increased to \$20,000.
- b) This coverage does not apply if Coverage C- Medical Payments is excluded either by the provisions of any coverage forms attached to the policy or by endorsement.

XXII. Damage To Premises Rented To You

- a. Under **Section I-Coverages, Coverage A Bodily Injury And Property Damage Liability, Exclusion j. Damage To Property**, the number of rental days is amended from a period of seven or fewer consecutive days to a period of ten or fewer consecutive days.

- b. Under **Section I-Coverages, Coverage A Bodily Injury And Property Damage Liability**, the last paragraph of **2. Exclusions** is replaced with:

If Damage to Premises Rented To You is not otherwise excluded, Exclusions **c.** through **n.** do not apply to damage by fire, lightning, explosion, smoke, or sprinkler leakage to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in **Section III-Limits Of Insurance**.

- c. Under **Section III- Limits Of Insurance, Paragraph 6.** Is replaced with:
 6. Subject to **5.** above, the Damage To Premises Rented to You Limit is the most we will pay under Coverage **A** for damages because of “property damage” to any one premises, while rented to you, or in the case of damage by fire, lightning, explosion, smoke, or sprinkler leakage, while rented to you or temporarily occupied by you with permission of the owner.
- d. Under **Section IV- Commercial General Liability Conditions, Condition 4. Other Insurance, b. Excess Insurance (1) (a) (ii)** is replaced with:
 - (ii) That is Fire, Lightning, Explosion, Smoke, or Sprinkler Leakage insurance for premises rented to you or temporarily occupied by you with permission of the owner.
- e. Under **Section V-Definitions**, paragraph **a.** of Definition **9.** “insured contract” is deleted and replaced with:
 - a. A contract for lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, lightning, explosion, smoke, or sprinkler leakage to premises while rented to you or temporarily occupied by you with permission of the owner is not an “insured contract” ;



Offer & Acceptance

OFFER AND ACCEPTANCE**OFFER****TO THE CITY OF TUCSON:**

The Undersigned hereby offers and shall furnish the material or service in compliance with all terms, scope of work, conditions, specifications, and amendments in the solicitation which are incorporated by reference as if fully set forth herein.

For clarification of this offer, contact:

ONLINE Information Services, Inc.
Company Name

Name: Jessica Thomas

685 W. Fire Tower Rd.
Address

Title: Rental Sales Manager

Winterville NC 28590
City State Zip

Phone: (252) 757-2149


Signature of Person Authorized to Sign

E-mail: jthomas@onlineis.com

John W. Blair
Printed Name

President
Title

ACCEPTANCE OF OFFER

The Offer is hereby accepted. The Contractor is now bound to sell the materials or services specified in the Contract. This Contract shall be referred to as Contract No. _____.

CITY OF TUCSON, a municipal corporation

Approved as to form:


As Tucson City Attorney and not personally

11/07/2025
Date

Awarded:

Nathan Daou for
As Director of Business Services and not personally

11/07/2025
Date

250053-02-ONLINE

Final Audit Report

2025-11-07

Created:	2025-11-07
By:	Raquel Duarte (raquel.duarte@tucsonaz.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAgS-tzbGxjvmtag1msrudh6fGcLmuWfmm

"250053-02-ONLINE" History

-  Document created by Raquel Duarte (raquel.duarte@tucsonaz.gov)
2025-11-07 - 5:43:30 PM GMT
-  Document emailed to Shelley Tolman (Shelley.Tolman@tucsonaz.gov) for signature
2025-11-07 - 5:43:34 PM GMT
-  Email viewed by Shelley Tolman (Shelley.Tolman@tucsonaz.gov)
2025-11-07 - 7:45:06 PM GMT
-  Document e-signed by Shelley Tolman (Shelley.Tolman@tucsonaz.gov)
Signature Date: 2025-11-07 - 7:45:41 PM GMT - Time Source: server
-  Agreement completed.
2025-11-07 - 7:45:41 PM GMT



Letter of Concurrence



Casey Adams
Principal Contract Officer
(520) 837-4128
casey.adams@tucsonaz.gov

July 29, 2025

Jessica Thomas

ONLINE Information Services, Inc.
685 W. Fire Tower Rd.
Winterville, NC 28590
Sent Via Email: jthomas@onlineis.com

Re: City of Tucson, RFP #250053, Program Employment Verification and Background Check Services

Dear Jessica:

Based upon the previous discussions and negotiations, this letter serves as a request for confirmation that the statements below represent the Order of Precedence regarding the subject solicitation. This letter does not establish any contractual obligations.

• **Order of Precedence**

The order of precedence for documents shall be in the following order:

1. Letter of Concurrence
2. Negotiated ONLINE Standard Terms and Conditions Document
3. ONLINE's Proposal
4. Original RFP 250053

Please provide a signed copy of this letter on or before Monday, August 4, at 5:00 p.m. local Arizona time. Please contact me with any questions.

Sincerely,

Casey Adams
Principal Contract Officer

ONLINE Information Services, Inc.:

Signature:

Christopher Turner

Name:

8/7/2025

Date:

Director of SB&ES

Title:



Vendor's Response to Intent to Negotiate / BAFO



LETTER OF INTENT TO AWARD

10/7/2025

Sent this day via email: sales@onlineis.com

Scott Munn
Online Information Services, Inc.
P.O Box 1489
Winterville, NC 25890

RE: City of Tucson RFP #250053 Housing Program Employment and Income Verification-Group 2- Intent to Award

Dear Scott Munn:

It is the City's intent to accept your quotation for the above-referenced solicitation. It shall be your responsibility to forward to this department the insurance certificates noted on Pages 32-34 of the solicitation by October 17, 2025.

Failure to provide all complete and correct paperwork at the above indicated time may result in the rejection of your quotation. You are encouraged, therefore, to contact your insurance agents immediately. Special care should be taken in communicating the insurance requirements to your agent, for example: types, amounts, and **additional insured endorsement**.

This Notice of Intent to Award is not a contract and does not establish any contractual relationship. The contract is not deemed to be executed until it is signed by the City's Procurement signing authority and approved as to form by the City Attorney.

The City is also awarding contracts to Experian Information Solutions, Inc for Group 1 .

If you have any questions regarding this letter, please contact me at (520) 874-4469 or Raquel.duarte@TUCSONAZ.GOV.

Sincerely,

Raquel Duarte

Raquel Duarte
Senior Contract Officer

[EXTERNAL] Re: City of Tucson RFP 250053 - Housing Programs Employment and Background Checks

From Jessica Thomas <jthomas@onlineis.com>

Date Thu 5/15/2025 11:07 AM

To Casey Adams <Casey.Adams@tucsonaz.gov>; Christoph Turner <christoph@onlineis.com>



CITY OF TUCSON HOUSING & COMMUNITY DEVE...



Tucson ONLINE Rental Exchange Existing Agreement...

Casey,

Above is the existing agreement and a word doc of our new agreement for redlines if needed.

On Thu, May 8, 2025 at 5:44 PM Casey Adams <Casey.Adams@tucsonaz.gov> wrote:

Hi Jessica,

Please see the attached letter from the City of Tucson.

In addition to your response, please provide answers to some questions posed by the AXIA cooperative below:

- *Does ONLINE Rental Exchange / ONLINE Information Services offer background check services to public agencies for other purposes than for housing applications?*
 - *If so, as part of your response to the City, please provide pricing for those products/services to be made available to participating agencies through the Axia Cooperative purchasing program.*
- *Please review and provide comments and/or questions regarding the attached Axia Cooperative administration agreement. Axia welcomes a direct conversation to review this document.*

****End of Axia Questions****

Please provide a response by **Friday, May 16, 2025, at 5:00 p.m.**

Please let me know if you have any questions.

Thanks!

CASEY ADAMS, CPPB, NIGP-CPP

Principal Contract Officer

City of Tucson

Business Services | Procurement

(520) 837-4128

www.tucsonaz.gov/procurement

--



Jessica Thomas
Rental Exchange Sales Manager

 **Email:** jthomas@onlineis.com
 **Phone:** (866) 630-6400
 **Direct:** (252) 757-2149

Post Office Box 1489
Winterville, NC 28590

www.ONLINEis.com

[\[onlineis.com\]](http://onlineis.com)

[Review us on Google!](#)

[\[google.com\]](#)

["Like" the Utility Exchange on Facebook!](#)

[\[facebook.com\]](#)

 [\[twitter.com\]](#) [Follow the Rental Exchange on Twitter!](#)

[\[twitter.com\]](#)

 [\[facebook.com\]](#) ["Like" the Rental Exchange on](#)

[Facebook! \[facebook.com\]](#)



Book a Meeting

[\[calendly.com\]](#)



Intent to Negotiate / BAFO



Casey Adams, CPPB, NIGP-CPP
Principal Contract Officer
(520) 837-4128
casey.adams@tucsonaz.gov

May 8, 2025

Jessica Thomas

Online Information Services, Inc.

685 W. Fire Tower Rd.

Winterville, NC 28590

Sent Via Email: jthomas@onlineis.com

Re: City of Tucson, RFP #250053 - Housing Program Employment Verification and Background Check Services

Dear Jessica:

The City of Tucson is in receipt of your proposal submitted in response to Request for Proposal No. 250053, Housing Program Employment Verification and Background Check Services. The City of Tucson has completed the evaluation of submittals received in response to the subject solicitation. Based upon the recommendation of the evaluation committee, the City is inviting your firm to enter negotiations. Specifically, the City would like to address the following:

Online Information Services' Exceptions to RFP 250053 – Online stated the following in their proposal response:

- *"As the incumbent tenant screening provider for the City, it is our desire to continue our relationship under the terms of our existing agreement. Any changes required by this RFP will be negotiated in good faith between the parties."*

City of Tucson Response:

- The Current agreement contains terms the City cannot agree to in this potential new agreement going forward.
- The City would like to offer Online Information Systems the opportunity to propose additional contract language if needed.
 - If additional terms are needed, please provide them in a Word document format to allow the City to comment and redline.
 - Should the City and Online reach an agreement, the City will create a Letter of Concurrence to define an Order of Precedence for the documents.

This Notice of Intent to Negotiate is not intent to award a contract and does not establish a contractual relationship between the firm and the City. In the event that the City is not able to negotiate a satisfactory contract with the firm, the City will terminate negotiations.



Casey Adams, CPPB, NIGP-CPP
Principal Contract Officer
(520) 837-4128
casey.adams@tucsonaz.gov

Please submit a written response to my attention via e-mail to casey.adams@tucsonaz.gov on or before **Friday, May 16, 2025, at 5:00 p.m.** Local Arizona Time. Please contact me via e-mail or at (520) 837-4128 with questions regarding the items above.

Sincerely,

Casey Adams, CPPB, NIGP-CPP
Principal Contract Officer



Vendor's Response to RFP



PO Box 1489

Winterville, NC 28590

(866) 630-6400

jthomas@onlineis.com

Technical Proposal



Request for Proposal 250053

Housing Program Employment Verification
and Background Check Services

Table of Contents

LETTER OF TRANSMITTAL.....	3
TECHNICAL PROPOSAL.....	4
1. QUALIFICATIONS & EXPERIENCE.....	4
2. METHOD OF APPROACH.....	11
<i>Emphasys Integration.....</i>	<i>11</i>
<i>Web-based Access.....</i>	<i>14</i>
<i>Criminal Reports</i>	<i>15</i>
Comprehensive Criminal Package	16
Enhanced Criminal Package.....	17
Sample Report	18
<i>Eviction Report.....</i>	<i>19</i>
Sample Report	19
<i>Employment Verification.....</i>	<i>21</i>
Experian Verify.....	21
Equifax SSV (The Work Number).....	21
Waterfall Option	21
Sample Report	22
<i>Credit Screening Options</i>	<i>24</i>
Summary Report	24
Detail Report.....	25
3. PRICE PROPOSAL.....	36
ADDITIONAL INFORMATION.....	37
INVOICE PROCESS	37
SAMPLE AGREEMENT	37

Letter of Transmittal

1/27/2025

Casey Adams, Principal Contract Officer
Business Services Department
City of Tucson
255 W. Alameda, 6th Floor
Tucson, AZ 85701



Dear Mr. Adams:

As the incumbent provider of tenant screening services for the City of Tucson's Public Housing Authority, we appreciate the opportunity to submit this proposal for RFP 250053 Housing Program Employment Verification And Background Check Services. ONLINE has served property management clients specifically for over 25 years and has been in continuous operation almost 70 years. We currently provide our ONLINE Rental Exchange tenant screening service to thousands of property management firms nationwide. We have one mission: to provide a "Total Tenant Screening Solution" for our clients.

ONLINE offers several value-added services to our clients, including our commitment to ensuring they comply with applicable regulatory changes. For example, we released two new criminal report packages this year to meet new FCRA guidelines. These reports ensure maximum possible accuracy as required by the FCRA to honor the rights of applicants and tenants, while overcoming the limitations inherent in traditional criminal products. The end results are better screening outcomes and full FCRA compliance.

All of our screening products are available through **our software integration with [Emphasys Elite property management software](#)**, which means your staff never has to access a separate system to generate a tenant screening product. Our proprietary Exchange Advantage allows us to obtain new demographic and account information from the members of our national Utility and Rental Exchanges. Having this information in real-time gives the PHA the most up-to-date credit information available at the point of application.

The uploaded formal response to the Request for Proposal is a guarantee and validation of our superior services. All prices provided herein will be valid for 120 days from the date of submittal.

We hope that we have exceeded your expectations as your tenant screening provider over the past several years. We appreciate the opportunity for consideration, and we are looking forward to the prospect of continuing to serve the PHA under the terms of our current agreement.

Warmest Regards,

A handwritten signature in black ink that reads "Jessica Thomas". The signature is fluid and cursive, with the first name "Jessica" and last name "Thomas" clearly distinguishable.

Jessica Thomas
Rental Exchange Sales Manager
ONLINE Rental Exchange
(252) 757-2149
jthomas@onlineis.com

Technical Proposal

1. Qualifications & Experience

A. Provide a summary of your company's experience providing background checks, eviction checks, and Work Number services.

The company that is now ONLINE Information Services, Inc. started as a small merchant credit bureau located in downtown Greenville, NC, in the 1950's. Over time, it changed names from Southeastern Credit Bureaus to Eastern North Carolina Credit Bureaus and several partners came and went.

Officially, ONLINE Information Services was formed on August 23, 1989 as a Sub-Chapter S North Carolina Corporation. ONLINE made a drastic shift in our focus over 25 years ago from being a local credit bureau and collection agency serving a wide variety of clients to concentrating on working with property managers and utility providers to eliminate their bad debt.

ONLINE currently specializes in developing and providing tenant screening and collection services for the property management industry through our ONLINE Rental Exchange product and applicant screening and collections services for the utility industry through our ONLINE Utility Exchange product. ONLINE also operates one of the largest third-party collections agencies in the US and provides Mortgage reporting services. All of our services are provided to our clients from one corporate location in Winterville, NC, and we currently employ 76 full-time employees. ONLINE does not outsource any of our services, which means that we have total control over the level of service our clients receive.

ONLINE has successfully served Housing Authorities in some of the biggest markets in the United States, **including the City of Tucson since 2018**. We encourage you to contact the included references below.

1. How many years of experience does your company have in this field?

25 years.

2. What is your experience working with public housing authorities or other government agencies?

ONLINE currently serves almost 700 Housing Authorities in some of the biggest markets in the United States, **including the City of Tucson since 2018**. We also provide our screening and debt collection services to 300 municipal utilities throughout the US.

B. Provide references from at least three clients, ideally PHAs or similar government agencies, for whom you've provided similar services.

Denver Housing Authority

1035 Osage St.

Denver, CO 80204

Melanie LeBlanc

mlebla@denverhousing.org

720-932-3097

Services: Tenant Screening

Term: 2017 to present

Housing Authority of the City of Augusta

1435 Walton Way.

Augusta, GA

Sandra Smith

sasmith@augustapha.org

706-312-3122

Services: Tenant Screening

Term: 2024 to present

Norfolk Redevelopment and HA

555 E. Main St.

Norfolk, VA 23510

Makiesa Cruse

mcruse@nrha.us

757-314-1310

Services: Tenant Screening

Term: 2013 to present

Wilmington Housing Authority

400 N. Walnut St.

Wilmington, DE 19801

Sandi Rosmini

srosmini@whadelaware.org

302-429-6701 ext 1021

Services: Tenant Screening

Term: 2016 to present

1. What services were provided, and what were the key outcomes?

The services provided to the project references include Credit, Criminal, Eviction and Income Verifications for applicant and tenant screening. Each project has been successfully trained and onboarded utilizing each of our reports daily.

2. What challenges did you encounter in these projects, and how did you address them?

Having onboarded and served thousands of clients over the years, we are able to minimize challenges during implementation and throughout the life of the project. We are very strong at working through any client needs, whether it is user access, software integration or any normal functions. Our customer service team, designated rep and/or IT team are diligent in responding to any outliers.

C. Describe your team's qualifications and expertise.

As the incumbent screening provider for the City, we will continue to provide you with strategic-level support. Your main contacts will continue to be Jessica Thomas, Rental Sales Manager, and our Rental Client Engagement Specialist, Christa Edwards. Jessica and Christa each have over a decade of experience in tenant screening and debt collections.

1. Who will be responsible for overseeing this project, and what is their experience with similar projects?

Jessica Thomas, Rental Sales Manager, will continue to serve as the primary contact for the City regarding contract performance, compliance, and industry best practices.

2. What relevant certifications, technical skills, or training do your team members possess?

All team members assigned to your account are FCRA- and FDCPA-certified and have extensive experience providing screening solutions to housing authorities and property managers.

D. Have you worked with public housing authorities on compliance with HUD regulations?

Yes. We designed our reports to ensure they are fully compliant with all applicable regulations. We also constantly review the regulatory landscape for changes that will impact our service offerings and adjust them as needed, typically well before the change is implemented.

1. Please provide examples of how you've supported clients in maintaining compliance with HUD and other relevant regulatory bodies.

All of our screening reports meet FCRA guidelines. We recently redesigned our criminal searches to help our clients comply with new CFPB rulings and the FCRA. This was a significant undertaking that required moving our entire client base from a report they had used for years to an entirely new product. Our primary focus was on client education and training to help ensure a seamless transition to the new criminal reports. Also, our complimentary adverse letters follow all FCRA and HUD guidelines, fulfilling all of our requirements, as well as, several of the agencies' requirements.

2. How do you stay up-to-date on HUD guidelines, the Fair Credit Reporting Act (FCRA), and other laws?

Compliance is a major part of our business. Our Compliance Manager, Paul Lengyel, oversees compliance initiatives for the enterprise and constantly reviews our current compliance processes to proactively address changes in the regulatory landscape. Our memberships in ACA International, the Professional Background Screeners Association (PBSA), and the Consumer Data Industry Association (CDIA) mean we are aware of trends and changing regulatory requirements. Where possible, we leverage technology to ensure our company's and our clients' compliance.

E. Describe any awards, certifications, or industry recognition your company has received.

Our industry does not necessarily do awards. But we as a company are Fair Credit Reporting Act and Fair Debt Collections Practices Act certified. We are members in good standing of the Professional Background Screeners Association, Consumer Data Industry Association, as well as the American Collectors Association.

1. Are there any relevant accolades or certifications that demonstrate your company's expertise or industry leadership?

ONLINE is continuously invited to speak at conferences and meetings about regulatory and compliance trends and tenant-screening best practices.

F. Can you provide a case study of a successful implementation of your services for a public housing authority or similar agency?

We onboarded one of the largest state voucher agencies in 2022. This agency has over 48,000 vouchers serving the entire state. We worked closely with the designated contact and our mutual integrated software company to transition over 500 users over to our system and set up 40 accounts. The project consisted of criminal reports only being a voucher program. This process required a close relationship

with our software partner to communicate access levels, billing, product setup and training. We organized trainings into a few groups. All users were successfully onboarded and pulling reports daily. In 2024, we converted this client over to our new criminal reports. Our team met with their designated staff to review their options and set up the best transition plan. After listening to their needs, our IT team worked directly with our criminal vendor to develop a customized criminal report that streamlined their entire process by including more in-depth coverage from all courts within their states, along with the national coverage. The state they are located in has limitations to what is reported and requires an additional criminal search to retrieve these additional courts. We were able to combine those two processes into one click that also controlled unnecessary additional costs typically associated with that state. Once their customized criminal report was complete, we converted all 500 users, provided user manuals on the difference in the process and educated on all FCRA new guidelines. The transition was very successful from the old report to the new, and we were able to complete all these tasks with no downtime.

1. What were the challenges, your approach, and the results?

Initially, our software partner facilitated the communication between us and our client, but once the foundation was set, it was apparent that the best way to communicate was direct with our new client in regards to our setup. This process gained a stronger partnership with our software partner and trust with our new client. We also were faced with the transition from an old product to a new mandated report. Change can be hard, but our team was extremely successful in educating not only this client, but all clients on the new regulations and the reason for the change. Again, this built a stronger relationship with our client and assuring them that we are here to keep them compliant and provide them with a quality product.

2. How did the client benefit from your services, and what long-term improvements were achieved?

The new criminal report is providing them with a fully FCRA compliant report, meeting all new mandated federal, state and local guidelines. This gives our client peace of mind that what they are receiving is accurate and ensures the quality of their leasing decisions. Due to this conversion process, our client found inconsistencies within their own agency, where users were not pulling all products. They were using an additional service in addition to our reports. Due to the new criminal report conversion, this allowed them to combine it all in one report with us, which ensured that every user was pulling the same report on every applicant, meeting Fair Housing guidelines. This was a huge win for their agency.

G. Describe any additional services or value-added benefits your company offers that could enhance the project.

For this client and the housing choice voucher program they manage, we have also recommended our Verification of Income reports, which would be used to verify an applicant's income. HCV programs typically don't utilize credit or eviction but have found it valuable to have our Verification of Income reports when reviewing an applicant's income to provide an accurate voucher amount. With the size of this agency, an RFP will need to be issued when the current contract is coming up to be complete. We are looking forward to that potential opportunity to help them with their income verifications.

1. Are there other features or services you provide that could bring added value to the PHA's operations (e.g., training, custom reporting, ongoing consultation)?

We always monitor and remain in contact throughout the life of the relationship. We have a designated representative that has continuous contact, along with another client support rep and a full customer service team. Through our relationship, if needs arise, we are always available to discuss any customizations, just like we did during the criminal conversion. We also offer webinars with any updates and send any notifications to those designated staff contacts. There is no cost for all stated above; we only charge for the reports they pull. Also, no monthly or annual costs. This allows our clients to reach out to us anytime with any needs without incurring a charge.

We offer a suite of standard reports through our secure website. Our developers have extensive experience creating custom reporting options for clients. Depending on the scope of the request, there is typically no charge for this development.

H. What is your company's history with large-scale public housing or government projects, and what challenges did you encounter in those projects?

We have over two decades of experience serving large PHA or other government entities, and currently serve almost 700 housing authorities. With larger agencies, there may be several departments that have different policies on the type of reports they use for screening their tenants and applicants. We are familiar with these needs and are able to quickly provide assistance in the most productive and efficient way to set up their accounts, providing each account with exactly what type of reports they need, correct users and billing set up.

1. How have you overcome similar challenges to those the PHA might face?

We work very closely with each agency during our setup to ensure that all accounts are configured according to their program needs. Once an agency is completely set up, trained and running reports, we continuously follow up to ensure all users and staff are happy with our reports. We also monitor to ensure all is seamless.

I. How do you ensure that your staff stays up-to-date with the latest industry standards, laws, and technological advancements?

In addition to our industry association memberships and Compliance Officer, our staff members attend several industry tradeshow each year to ensure we remain on the cutting edge of technology and comply with all applicable regulations that impact our clients.

1. Do you provide regular training or certifications for your team?

Yes. All team members receive regular data security and compliance training. Depending on the specific role, other certifications and internal training are also required.

J. How does your company ensure diversity and inclusion in your workforce and management of client projects?

ONLINE fully complies with all North Carolina and federal employment laws. We pride ourselves on our diverse, inclusive workforce and are happy to share our staff demographics upon request.

1. Are there any programs or initiatives in place to promote diversity within your team?

ONLINE's current workforce is already diverse.

K. What is your process for managing multiple clients at once, and how do you ensure that the PHA will receive the necessary attention and resources?

ONLINE currently serves thousands of clients, and our company has the capacity to onboard and support several large clients simultaneously without any degradation in service to our existing clients. Because we consider the City of Tucson a strategic client, you will continue to receive priority service and support. Jessica Thomas is available to answer your questions at any time, and our Customer Service department can assist you with any day-to-day needs (training, consumer disputes, bill payment).

1. How do you prioritize clients if multiple projects require urgent attention?

We prioritize our strategic clients first in terms of support and development of new projects/solutions. Changes in regulatory compliance or required product changes that impact all clients may supersede specific client projects.

L. What steps do you take to ensure the longevity and sustainability of your company and services?

We make a significant investment in technology and staff and constantly evaluate our product offerings to ensure we remain out in front of emerging trends and client needs. We employ a conservative compliance approach to minimize company and client risk.

1. How do you ensure financial stability, business continuity, and long-term service availability?

We are in a strong financial position with year-over-year growth and have been debt free for over a decade. In terms of business continuity, we employ a co-location with auto failover capabilities to ensure maximum uptime, and our formal business continuity plan is tested and reviewed annually by executive management.

M. Can you provide examples of how you've adapted your services to meet the unique needs of a client's local or regional housing regulations?

Within the last couple of years, we have completely revamped our criminal reports to meet all state, local and federal FCRA guidelines. These changes are not just on the federal level; any local or state FCRA regulations are fully built into our report. For example, there are nine states that limit the lookback time frame to seven years. If there are any FCRA changes, we must implement, even if that means completely redoing the report. Some cases allow us to make modifications, where some changes require us to completely revamp. These changes also in place for our adverse action letters to meet FCRA requirements as well as HUD regulations.

1. Have you had to adjust your approach for different jurisdictions or housing authorities?

As stated above, when there are any changes to FCRA, we must comply and make all modifications needed. With our experience serving clients in all 50 states, we are knowledgeable on state guidelines. For example, with the New Jersey Fair Chance in Housing Act, we educated our NJ clients on how our reports help meet those guidelines. In short, yes, each state can be different in what is allowed.

N. Describe a situation where a project did not go as planned. What were the issues, and how did your company resolve them?

Having served thousands of clients over the years, we have developed an effective and streamlined account setup process, which includes rigorous testing before the solution is deployed. This eliminates many issues right at the beginning. We also make a significant investment in our capabilities to ensure that our services are available when the client needs them. If a credit bureau goes offline, we move them to another bureau. This bureau redundancy virtually eliminates downtime for issues with the credit bureaus. If our clients' software is down or not functioning, our web-based portal is accessible 24/7. With our years of experience from our close client relationships, we have implemented

alternatives to ensure little to no downtime for our clients.

1. What lessons did you learn from this experience, and how have they improved your current service delivery?

Security and backup methods are in place to ensure little to no down time, while still providing a quality product.

O. What is your company's approach to client relationship management, and how will you ensure a long-term partnership with the PHA?

As the incumbent screening provider for the PHA for almost seven years, we hope that during that time we have exceeded your service and support expectations. We believe open, consistent communication is the key to a long-term partnership. We welcome client feedback, site visits to our headquarters, and are available for periodic check-ins as the PHA desires.

1. Do you have a client retention or satisfaction strategy? How do you ensure the PHA will be a priority throughout the contract term?

During the first year of service, we dedicate a sales team member as account manager for each new client. This ensures a smooth transition to our services and fosters open communication between our company and the client. If any issues arise, the account manager will coordinate with internal teams on behalf of the client for resolution. We also send surveys to new client users as a way to improve our services and gain valuable feedback.

As an existing strategic-level client, we will continue to support you with priority service and dedicated staff, including your direct contact Jessica Thomas, Rental Sales Manager. Please note that we have provided highly competitive pricing to demonstrate the importance of our relationship with the City.

P. How do you measure the success of your projects postimplementation?

We try to gauge client satisfaction and overall usage as a metric throughout the relationship. We monitor and contact our clients regularly to ensure full satisfaction with our products and assist with needs that may arise. We develop a close relationship with open communications. They can contact us at no additional cost with any questions and training needs. We consistently receive referrals from existing clients, and several of our clients have given permission to use them as a reference.

1. What metrics or indicators do you use to determine if the project is meeting your client's objectives? How do you track performance over time?

In addition to the response above, we follow up often to check in with our clients to ensure they are satisfied with our services and products. This is done primarily through personal communication from the client's dedicated account manager, but we also periodically invite clients to complete anonymous surveys.

Q. Regarding extending this contract nationally to public agencies through the Axia Cooperative purchasing program:

1. Who are your national/corporate points of contact for sales, marketing, contract administration and monthly sales reporting?

Director of Sales and Marketing

Christoph Turner

(252) 757-2125

christoph@onlineis.com**Rental Sales Manager**

Jessica Thomas

(252) 757-2149

jthomas@onlineis.com**2. Detail the scope and structure of your organization nationally, including sales representatives, project managers, etc.**

ONLINE serves over 5,000 clients in the property management, utility services, and healthcare industries, and we have clients located in all 50 states. All services are provided from our corporate headquarters in Winterville, NC. We currently employ eight national sales representatives.

3. Demonstrate your company's ability to meet the evolving needs of public sector customers of varying sizes and locations.

We make significant investments in technology and staff resources to ensure we offer services that meet the needs of our clients. We attend several industry tradeshow each year, and our memberships in key industry organizations allows use to stay current on regulatory changes and best practices. Our national footprint means we are well versed in applicable state laws that impact tenant screening. We currently serve clients of all sizes, from those that pull a few reports a month to some of the largest Housing Authorities in the country, including New York State Housing Corp, Phoenix, San Antonio, Augusta, Cuyahoga, Baltimore City, Virginia Housing, Denver, and of course Tucson.

2. Method of Approach

A. Provide a detailed description of your proposed method for delivering the requested services.

All of ONLINE's products are available through our secure website or **our integration with Emphasys Elite software**. We also offer a batch option to help our clients process large numbers of accounts simultaneously.

Emphasys Integration

ONLINE Information Services, Inc. and Emphasys Software have partnered together to provide users seamless access to the ONLINE Rental Exchange: the premier tenant-screening tool for the affordable housing industry. As industry leaders, both Emphasys and ONLINE recognized the importance of providing property managers with the tools they need to keep their properties safe and compliant and have worked closely together to offer you this service within your Emphasys software.

The ONLINE Rental Exchange: Powerful tools to help you make informed decisions

As the only Total Tenant-Screening Solution for the affordable housing industry, the ONLINE Rental Exchange allows access our entire range of products directly through your Emphasys software. Using the best screening data available, the ONLINE Rental Exchange allows you to run searches to protect your properties and ensure your HUD and FCRA compliance. Because our services are fully integrated within your Emphasys software, your workflow remains intact.

Key Features

Access the power of the ONLINE Rental Exchange through your Emphasys software:

- Generate credit, criminal, eviction, and income verification searches
- Sophisticated ID Verification and Fraud Detection tools, including **Red Flag alerts**
- Exclusive access to ONLINE's proprietary, national Exchange Database
- The easiest-to-read credit report in the industry
- Industry-leading Collection Services to recover your bad debt quickly

Here's How it Works:

With the ONLINE Rental Exchange integration, screening applicants is easy:

1. Select the applicant you want to screen, and click the **Background Check** button:

S8 - Resident Processing Version 1.9.1 MR12

File Edit Record View Help

000001119 - JODY, KIMBERLY A - S8.WL

My Elite
LIPH 1 HCV 0

Recent Select...

Common Tasks

- 1 - Resident Information
- 2 - Certification Informa...
- 3 - Occupancy History
- 4 - Financial Information

Messages

Status Description

Resident

Adjustments

Holds or Abateme

Background Check

Name	Relationship	Income	Assets	Expenses	Liabilities	Alerts
Kimberly A Jody	Head	\$29,432.00	\$0.00	\$0.00	\$0.00	
Antonio Ayala	Other Youth Under 18	\$6,528.00	\$0.00	\$0.00	\$0.00	
Shannon Gilbert	Other Youth Under 18	\$0.00	\$0.00	\$0.00	\$0.00	
Thomas Gilbert	Other Youth Under 18	\$0.00	\$0.00	\$0.00	\$0.00	
		\$35,960.00	\$0.00	\$0.00	\$0.00	

First Name: Kimberly Middle Name: A Last Name: Jody SSN: 887-70-0366

Name Prefix: Name Suffix: Edit Name & SSN... EID...

Relationship: Head Gender: Female

Date Of Birth: 3/25/1959 Certification Age: 52 Actual Age: 52

Ethnicity: Hispanic or Latino Alien Reg. No.: Blood Lead Level: Elevated

Citizenship: Eligible Citizen Race: Black/African American Last Test: / /

Allowances: ☐ Elderly ☐ Full-time Student ☐ Handicapped/Disabled ☐ Minor

Master Entry Family Composition Additional 50058 Rent Calculation Portable Utilities Approval

Validated No Completed No Status Initial

2. Choose your report options, and click the **Do Background Check** button:

OIS Background Check

Name: **Perry** SSN: **0012**

New Request | Previous Requests

XPN - ENHANCED RENTAL EXCHANGE
ONLINE - CRIMINAL SEARCH ONLY - TENANT SCREENING
XPN - ENHANCED RENTAL EXCHANGE

Eviction Search (Not Available)
☐ Add Eviction Search
Select State or National

Criminal Search
☐ Add Criminal Search
Select State or National
County Search (Not Available)

Do Background Check

3. Your report is returned in 1-2 seconds:

ENC PROPERTIES :joe: MM/DD/YYYY 12:03PM Report# 1234567

ON LINE
RENTAL EXCHANGE

[Print Report](#)
[Print Adverse Letter](#)
[Sure Deposit Bond Application](#)

COMBINED DECISION

Please Review

APPLICANT BREAKDOWN Expand All

SSN	NAME	SSN	ACTION
	ALLEN, DONALD S	666594054 SSN Search	VIEW CREDIT FILE
FRAUD ALERT: Match to Other Name CRIMINAL: Processing EVICTON: Needs Review EXCHANGE HIT: AMERICAN PROPERTIES 123 MAIN ST LEXINGTON, KY 40502 \$595 OWED PROPERTY DAMAGE \$295 EXCHANGE HIT: ABC UTILITY PO BOX 456 RALEIGH, NC 27606 \$350.00 OWED			
	JODY, KIMBERLY A	666549009 SSN Search	VIEW CREDIT FILE

Web-based Access

Your staff can generate reports through our secure website using the following form. Up to four applicants may be screened simultaneously using a variety of products. Yellow fields are required:

ONLINE Information Services, Inc.
Client Services: (877) 262-6853 | Email

Switch Location...

ONLINE RENTAL EXCHANGE DEMO: OIG
Report bug | Suggestions | Help | Logout

ON LINE RENTAL EXCHANGE

Comprehensive Tenant Screening™

New Request | View Requests | Inbox | **RENEWAL** | Collections | Administration

ENHANCED RENTAL EXCHANGE

Load a Template

SUBMIT NEW REQUEST

1st Applicant | 2nd Applicant | 3rd Applicant | 4th Applicant

Submit

CRIMINAL REPORT OPTIONS:

Please Choose | Please Choose | Please Choose

EViction SEARCH OPTIONS:

Please Choose | Please Choose | Please Choose

INCOME VERIFICATION

☐ Include Employment Income Verification SDV Search

ACCOUNT INFORMATION:

Title: | Date of Birth: |

First Name: | Driver's License: | State: |

Middle Name: | Employer: |

Last Name: |

Maiden Name: |

Generation: |

SSN: |

DEBT & INCOME INFORMATION:

Monthly Income: 0 | Monthly Debt: 0 | Monthly Portion of Rent: 0

CONTACT INFORMATION:

Address: | Home Phone: |

Apartment: | Work Phone: |

City: | Other Phone: |

State: |

Zip Code: |

PREVIOUS ADDRESS:

Previous Address: |

Apartment: |

City: |

State: |

Zip Code: |

Submit

Criminal Reports

ONLINE offers two criminal report packages to help ensure your compliance with the new FCRA guidelines and improve accuracy versus traditional criminal reports to further protect your properties and residents. Site staff can access either package through our secure website or via our **integration with Emphasys Software**.

Features at a glance:

- Correct lookback time period for each state and/or charge.
- Returns only pending cases and convictions. All dismissed cases, infractions and lower-level traffic offenses are removed automatically to streamline results.
- Nationwide Sex Offender Registry and Department of Corrections search plus a built-in Social Security number search to find the last seven years of addresses to search the courts for where your applicant has lived.
- Most importantly, all records are researched at the court-level source to ensure full name and full date of birth are a complete match. A third identifier is automatically verified for any common name applicants.
- Advanced Search and Filtering: All state and federal guidelines for FCRA are completely built in, so our clients are always in compliance. We cannot return a record that is not reportable based on state and federal guidelines. This narrows down the results by removing all records that cannot be used towards a leasing or voucher decision. These include examples such as case types that can't be reported and lookback time periods per state.

Offering full compliance with the FCRA and CFPB, built-in state guidelines, and full DOB matching, **ONLINE's criminal reports drastically reduce inaccurate leasing decisions and research time.**

Two Options Available:

- [Comprehensive](#)
- [Enhanced](#)

Comprehensive Criminal Package

- **Expanded Department of Correction Search**

Verified at the court level, includes all US counties.

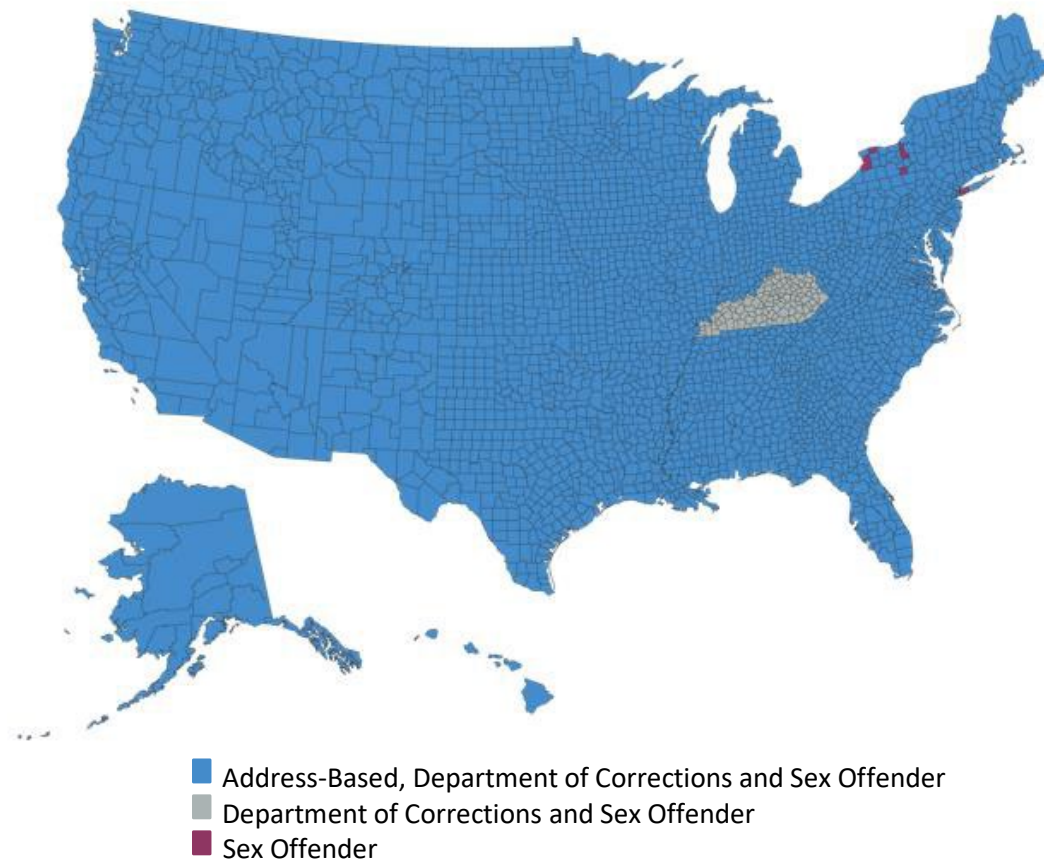
Only exception - New York counties: Bronx, Cayuga, Chemung, Erie, Kings, Nassau, New York, Orleans, Queens, Richmond

- **Nationwide Sex Offender Registry Search**

Verified at source/court level, includes all US counties.

- **Address-Based Search**

Searches all court levels to report accurate and compliant criminal records, based on the last seven years of the applicant's address history.



Enhanced Criminal Package

- **Expanded Department of Correction Search**

Verified at the court level, includes all US counties.

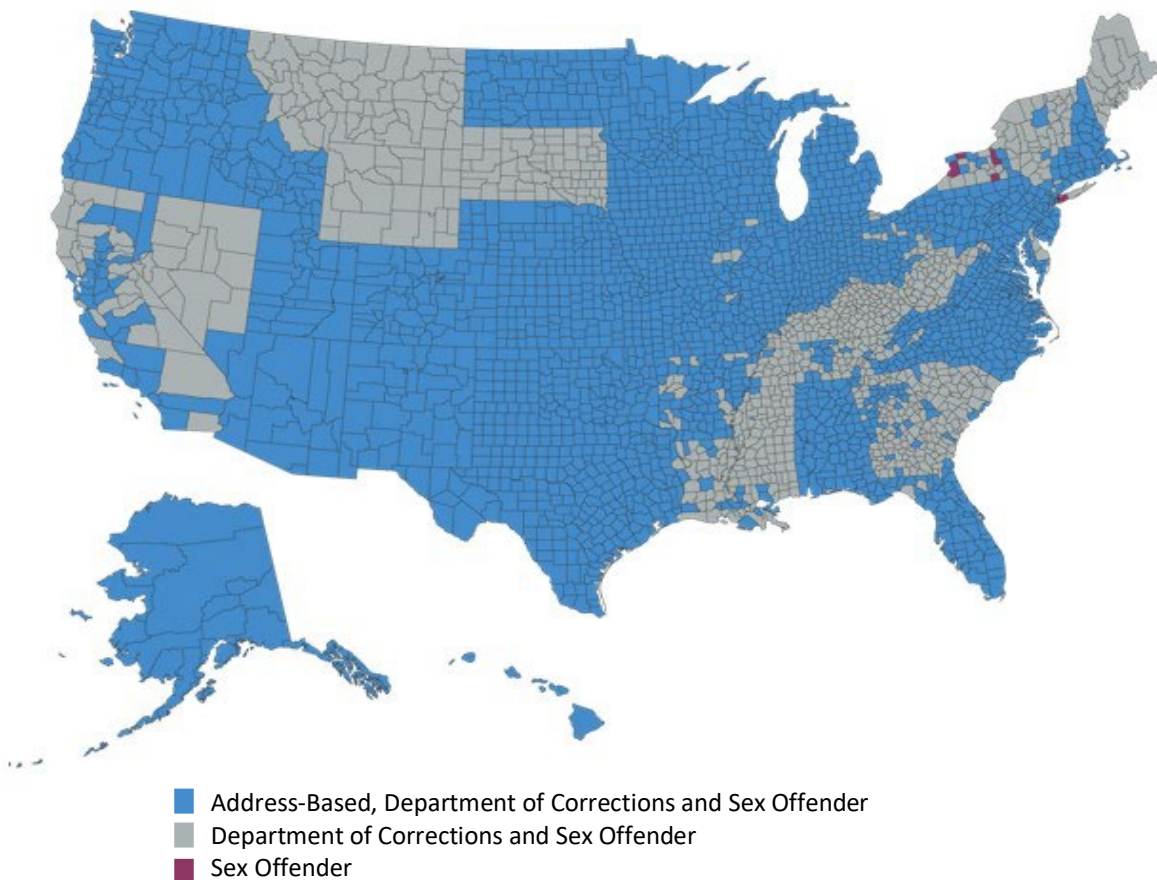
Only exception - New York counties: Bronx, Cayuga, Chemung, Erie, Kings, Nassau, New York, Orleans, Queens, Richmond

- **Nationwide Sex Offender Registry Search**

Verified at source/court level, includes all US counties.

- **Address-Based Search**

Searches all court levels to report accurate and compliant criminal records, based on the last seven years of the applicant's address history.



Sample Report



Enhanced Criminal Report

ONLINE RENTAL INTEGRATION TESTS

Report #: 52831024
Request Date: 1/23/2024
Completed Date: 1/23/2024

Print Report
 Print Adverse Action Letter

Applicant Details ?

Applicant Name DONALD ALLEN	Provided SSN XXX-XX-4054	Applicant Address 10 PARKER RD. ASHLAND, MA 01721	Requester Address 685 W. FIRETOWER RD. WINTERVILLE, NC 28590
--------------------------------	-----------------------------	---	--

SSN Search - Complete ?

Completion Date: 01/23/2024

Show All - Hide All

Print Adverse Action Letter

^ Montgomery, Alabama - Needs Review ?

Case: 2004-JF-249LJHFAA(A4) DONALD ALLEN Date Of Birth: 4/14/**** SSN: XXX-XX-4054

Court Name	File Date	Gender	Additional Names	Addresses
			First Middle Last	Street City, State Zip
CIRCUIT	8/24/2020	MALE	Donny Allen	10 PARKER RD. ASHLAND, MA 01721
Offense Code FJ5623.4(b)(c)	Weight 185	Hair Color BROWN	Donald S Allen	

^ FELONY: CREDIT CARD CRIME-CRED CARD THEFT

Disposition Date	Disposition	Sentencing
		Sentence Type Sentence Duration Release Date
11/24/2020	GUILTY	Probation 1 Years 11/24/2021
Fine \$1,250	Offense Date 7/23/2020	Incarceration 2 Months 2/1/2021

^ MISDEMEANOR: THEFT (UP TO \$1,000)

Disposition Date	Disposition	Sentencing
		Sentence Type Sentence Duration Release Date
11/24/2020	GUILTY	Probation 1 Years 11/24/2021
Fine \$150	Offense Date 7/23/2020	

Completed: 1/23/2024
Search Strategy: Statewide

Additional Jurisdictions Searched - Clear ?

Location	Completion Date	Search Strategy
Cook, Illinois	1/23/2024	SINGLE COUNTY
Expanded National Criminal <i>National Expanded Search utilizes a national criminal database to find locations outside of the candidate's address history.</i>	1/23/2024	NATIONAL
National Sex Offender Registry	1/23/2024	NATIONAL

***With respect to documents available from this server, neither ONLINE Information Services, Inc. (hereafter referred to as ONLINE) nor any division thereof nor any of their employees or officers, makes any warranty, expressed or implied, including warranties of merchantability and fitness for a particular purpose or assumes any legal liability or responsibility for the accuracy, completeness, or usefulness of any information, product, or process disclosed, or represents that its use would not infringe privately owned rights.

By using ONLINE's services, you hereby acknowledge that ONLINE does not create or maintain these records or information, and that ONLINE relies on third party sources including state departments, state repositories, correctional institutions, and other information sources.

Thus ONLINE is not responsible for the content or accuracy of such records or information and ONLINE suggest that these searches should only be used as a preliminary inquiry. The records obtained from this search must be used in complete compliance with the Fair Credit Reporting Act, Fair Housing Laws, and any other state or federal laws governing the use of public records. Although every effort is made to assure the accuracy of the information contained in these reports the Customer indemnifies ONLINE, to the fullest extent allowed by law. The Customer acknowledges that data entry errors or incomplete records may result in the return of incorrect results. ONLINE cannot offer legal advice on how to use the information contained in these reports and is not responsible for any action taken by the customer based on this information.

Eviction Report

Once the report request is received via website or integration, ONLINE passes data to national eviction data providers and the results are returned to client in 1-2 seconds. Our eviction report has a built-in alias search that takes the applicant's SSN, finds all addresses associated and matches those addresses to the name to identify and ensure record accuracy. Your staff will immediately be alerted of any civil filing, forcible detainer or monetary judgment associated with property. The eviction reports will return address history and any filing associated with the applicant in the past seven years. Custom filter options are available.

Sample Report

	ENC PROPERTIES Report# 1234567 Date of Birth: 4/14/1965 ALLEN, DONALD S
	Print Adverse Letter No Relevant Matches?
Show All Hide All	
NATIONAL EVICTION SEARCH RESULTS	
Eviction Profile and Demographic Information ▲ 1) ALLEN, DONALD	
Plaintiff Information: WESTGATE PROPERTIES Defendant Address: 545 SAINT LOUIS AVE Address 2: # 1 City: SAINT LOUIS State: MO Zip Code: 63115	
FILING INFORMATION Court Location: 22nd Judicial Circuit Court City of St. Louis Plaintiff Phone: Filing Date: MM/DD/YYYY Case Number: 0832AC15650 Case Type: FORCIBLE ENTRY/DETAINER Disposition Date: MM/DD/YYYY Case Disposition: Forcible Entry/Detainer Judgment Amount: \$2,450 Claim Amount: Comments:	
Eviction Profile and Demographic Information ▼ 2) ALLEN, DONALD	
Eviction Profile and Demographic Information ▼ 3) ALLEN, DONALD	
▼ Additional Addresses Found For Defendant	
Disclaimer of Liability With respect to documents available from this server, neither ONLINE Information Services, Inc. (hereafter referred to as ONLINE) nor any division thereof nor any of their employees or officers, makes any warranty, expressed or implied, including warranties of merchantability and fitness for a particular purpose or assumes any legal liability or responsibility for the accuracy, completeness, or usefulness of any information, product, or process disclosed, or represents that its use would not infringe privately owned rights. By using ONLINE's services, you hereby acknowledge that ONLINE does not create or maintain these records or information, and that ONLINE relies on third party sources including state departments, state repositories, and other information sources. Thus ONLINE is not responsible for the content or accuracy of such records or information and ONLINE suggest that these searches should only be used as a preliminary inquiry. The records obtained from this search must be used in complete compliance with the Fair Credit Reporting Act, Fair Housing Laws, and any other state or federal laws governing the use of public records. Although every effort is made to assure the accuracy of the information contained in these reports the Customer indemnifies ONLINE, to the fullest extent allowed by law. The Customer acknowledges that data entry errors or incomplete records may result in the return of incorrect results. ONLINE cannot offer legal advice on how to use the information contained in these reports and is not responsible for any action taken by the customer based on this information.	

1. Show All/Hide All

Click here to expand or collapse the report results.

2. Print Adverse Action Letter

If the applicant is denied because of a previous eviction, you are required by the Fair Credit Reporting Act (FCRA) to print an adverse action letter and deliver/mail it to the applicant. Click this link to view and print the applicant's adverse action letter.

3. No Relevant Matches

Click here to document that an eviction search was conducted on this applicant, but after viewing possible results, it was determined that there were no relevant matches to this person.

4. Print

Click the printer icon to print this report.

5. Case Number

Click this link to view the eviction report associated with this applicant.

6. Additional Addresses Found for Defendant

Returns all addresses on file for the applicant reported to the database:

Additional Addresses Found For Defendant	
Address:	12345 NORTH ST SAINT LOUIS, MS 63115
Address:	1212 MAPLE DR KANSAS CITY, MS 64030
Address:	7029 N FISK CT KANSAS CITY, MS 64112
Address:	100 ASHE DR LITTLE ROCK, AR 72204
Address:	2820 SW 80TH AVE SPRINGFIELD, MS 65619

Advanced Search and Filtering: Includes forcible detainers/evictions, civil filings and monetary judgments associated with each. The search goes back seven years per FCRA. We can remove civil filings if preferred and/or limit to any number of years between one and seven. This allows only true evictions to return during the selected years per the client's policy (ex. last five years) giving returning only what is needed and removing the possibility of denying on a record outside of the lookback time frame or on a civil filing.

Employment Verification

ONLINE offers a la carte and waterfall income and employment verification options to meet your needs and to help you reduce costs where possible. You may choose from our **Experian Verify** report or **Equifax SSV (The Work Number)**. Both reports return in the same layout and format. See report sample below.

Advanced Search and Filtering: With Equifax SSV The Work Number there is a three, six, 12 or all month lookback on reporting employers. This allows more control on budget, but also limits the number of returns. Ex. Admissions may only need a three-month lookback on employers reporting, where as a tenant recertification may need a full 12 month lookback to indicate any changes in income from the previous year. Each option (three, six, 12 or all month lookback) still gives up to a three-year full history on their income; the selected lookback is how far we check on employers that are reporting as active and inactive.

Experian Verify

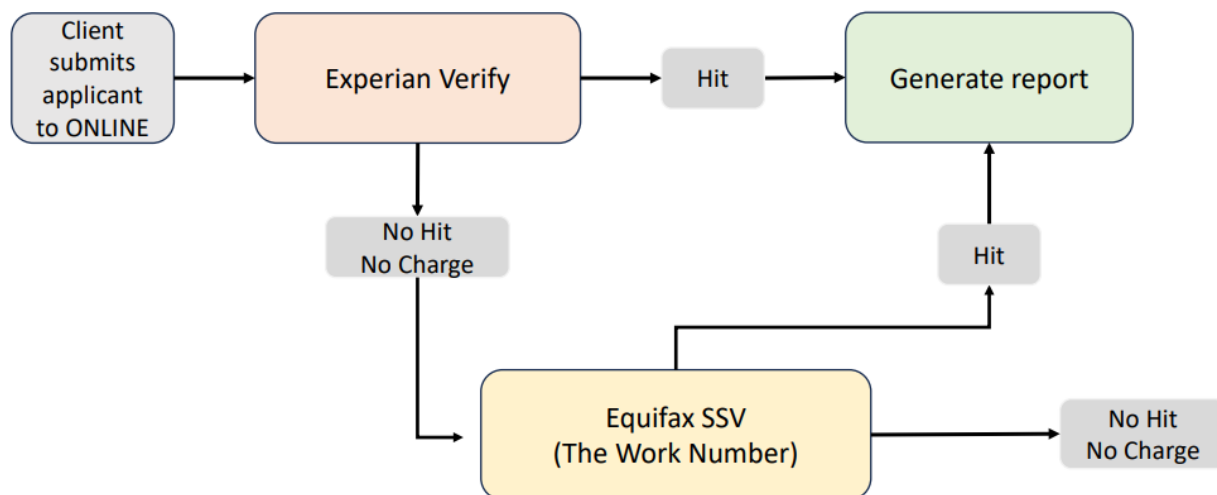
Returns all available employer records (you choose active only or both active and inactive) with a payroll record reported in the last six months. Charges are per report regardless of the number of records that return. If there are no returned records, there is no cost to you. Verify has database of approximately 600,000 employers.

Equifax SSV (The Work Number)

Offers look-back periods of three, six, 12 months, or all time. All records that fall within the selected look-back period are returned. Charges are per employer returned. If there are no returned records, there is no cost to you. SSV has a database of approximately 3.8 million employers.

Waterfall Option

We can also automate this process where you pull the Verify product first and if there are no results, it will automatically pull The Work Number option with the look-back period you pre-selected. Keep in mind, if there are no results at each point, there is no charge for that step in the waterfall process.



Sample Report



Organization: ONLINE RENTAL EXCHANGE DEMO
 Phone: 7657657657
 Address: 202 W. FIRETOWER RD.
 WINTERVILLE, NC 28590

Inquiry Date: 12/6/2021
 Inquiry SSN: XXX-XX-9009
 Inquiry Type: Social Services Verification
 Permissible Purpose: Consumer's application for credit
 Tracking Number:
 Request Id: 39556211
 Data Provider: Equifax

Verification of Income

Employer: Enterprise USA Financial (90005)

Test X Employee XXXXX5145

Employer: Enterprise One (91001)

Last Reported: 11/26/2021

Employment Status: Active

Order Information

Reference #:

Employer

Employer: Enterprise One
 Headquarters Address: 1313 Mockingbird Lane
 St Louis, MO
 Federal
 Employer
 Identification
 Number (FEIN): 947261365
 Employer Disclaimer: Test

Employee

Address: 11991 FIRST AVENUE APT. 328
 ST. CHARLES, MO 63305-1156 US
 Phone Number:
 Date Of Birth: 2/9/1974

Employment

Division: DEMO 90
 Work Location (Job Site): 847 1st Street
 St. Louis MO 63146
 Job Title: DEMO EMPLOYEE
 Employment Status: Active
 Union Affiliation:
 Most Recent Start Date: 5/18/2003
 Original Hire Date: 7/3/1992
 Total Time With Employer: 18 years, 7 months
 Termination Date:

Benefits

Medical: Data not provided
 Dental: Data not provided
 Vision: Data not provided

Worker's Compensation

Receiving Workers' Compensation: N
 Carrier: Data not provided
 Date of Injury: Data not provided
 Date of Award: Data not provided
 Claim Number: Data not provided
 Claim Pending: Data not provided

Income and Deductions

Employee Rate of Pay: \$10.00
 Employee Pay Frequency: Hourly
 Avg. Hrs. Worked / Pay Period: 20
 Pay Cycle: Biweekly

Annual Income Summary

	Base Salary	Overtime	Commission	Bonus	Other	Total
2021	\$19,600.00	\$200.00	\$0.00	\$400.00	\$50.00	\$20,250.00
2020	\$19,760.00	\$180.00	\$0.00	\$360.00	\$45.00	\$20,345.00
2019	\$18,772.00	\$162.00	\$0.00	\$324.00	\$40.50	\$19,298.50

Payroll Deduction for All Insurance Coverage:

Data not provided

Pay Period Detail**Income:**

Total Gross Earnings:	\$1,485.71
Total Net Earnings:	\$1,040.00
Pension:	\$0.00
Other Income:	\$0.00

Withholding:

Federal Tax:	\$0.00	Retirement/401k:	\$0.00
State Tax:	\$0.00	Cafeteria Plan:	\$0.00
Local Tax:	\$0.00	Garnishments:	\$0.00
Social Security:	\$0.00	Other Withholding:	\$0.00
Medicare:	\$0.00		

Historical Pay Period Summary

Pay Period End Date	Pay Date	Hours Worked	Gross Earnings	Net Earnings
11/26/2021	11/26/2021	80	\$1,485.71	\$1,040.00
11/12/2021	11/12/2021	80	\$1,485.71	\$1,040.00
10/29/2021	10/29/2021	80	\$1,485.71	\$1,040.00
10/15/2021	10/15/2021	80	\$1,485.71	\$1,040.00
10/1/2021	10/1/2021	80	\$1,485.71	\$1,040.00
9/3/2021	9/3/2021	80	\$1,485.71	\$1,040.00
8/20/2021	8/20/2021	80	\$1,485.71	\$1,040.00
8/6/2021	8/6/2021	80	\$1,485.71	\$1,040.00
7/23/2021	7/23/2021	80	\$1,485.71	\$1,040.00
6/25/2021	6/25/2021	80	\$1,485.71	\$1,040.00
6/11/2021	6/11/2021	80	\$1,485.71	\$1,040.00
5/28/2021	5/28/2021	80	\$1,485.71	\$1,040.00
4/30/2021	4/30/2021	80	\$1,485.71	\$1,040.00
4/16/2021	4/16/2021	80	\$1,485.71	\$1,040.00
4/2/2021	4/2/2021	80	\$1,485.71	\$1,040.00

NOTICE: INFORMATION CONTAINED IN THE WORK NUMBER VERIFICATIONS SECTION OF THIS REPORT IS CONSUMER REPORT INFORMATION OBTAINED FROM THE WORK NUMBER®. IT CAN BE USED FOR THE FCRA PERMISSIBLE PURPOSE FOR WHICH THIS CONSUMER REPORT WAS OBTAINED, AND THE USER MUST ADHERE TO FCRA REQUIREMENTS, INCLUDING BUT NOT LIMITED TO THE RELEVANT REQUIREMENTS CONTAINED IN THE CFPB'S NOTICE TO USERS OF CONSUMER REPORTS. This verification is system-generated and contains data that originated from the employer's payroll system. If any information is missing, it is because the employer did not provide this information for inclusion in The Work Number verification. Information not provided by the employer is showing as 'Data not provided.' Note, if this person left this employer and was rehired later, the 'Total Time with Employer' amount will likely be understated and will only reflect the most recent consecutive months of service. Questions? Call 1-800-367-5690 between 7am-7pm CT Monday through Friday (Hearing impaired clients may call 1-800-424-0253/TTY).

Credit Screening Options

Summary Report

The ONLINE Rental Exchange Summary Report offers the PHA a “total solution” to screening applicants. This condensed view allows your staff to make quick decisions by providing key pieces of information. To view the applicant’s full credit file, users can click the VIEW CREDIT FILE LINK. Please note that our Criminal and Eviction reports are accessible from the detailed report view (see below).

ENC PROPERTIES :joe: MM/DD/YYYY 12:03PM Report# 1234567

ONLINE RENTAL EXCHANGE

[Print Report](#)
[Print Adverse Letter](#)
[Sure Deposit Bond Application](#)

COMBINED DECISION

Please Review

APPLICANT BREAKDOWN [Expand All](#)

SSN	NAME	SSN	ACTION
	ALLEN, DONALD S	666594054	VIEW CREDIT FILE
FRAUD ALERT: Match to Other Name CRIMINAL: Processing EVICTION: Needs Review EXCHANGE HIT: AMERICAN PROPERTIES 123 MAIN ST LEXINGTON, KY 40502 \$595 OWED PROPERTY DAMAGE \$295 EXCHANGE HIT: ABC UTILITY PO BOX 456 RALEIGH, NC 27606 \$350.00 OWED			
	JODY, KIMBERLY A	666549009	VIEW CREDIT FILE

Key features of our report include:

Identity Verification

Immediately indicates if the person applying has any potentially fraudulent activity associated with the social security number. Any discrepancies would instantly alert you with an easy to identify icon and instructions on how to further address the situation.

Customizable Move-In Decisions

Our move-in decisions allow you to establish criteria to standardize decisions throughout your organization. ONLINE will work with the PHA to determine which factors are included in the assessment and weigh those elements appropriately to protect your properties and tenants, in addition to ensuring your compliance with HUD regulations.

Advanced Search and Filtering: several filters contribute to the lighting system. Agencies can set up either a green, yellow or red light based on their credit criteria. These filters include credit score, bankruptcies, rental debt, utility debt and/or telecom debt. Most housing authorities don't weigh on credit score, but rental debt (owing another HA) can be a reason for denial. We can set your credit report filters to display a red light for unpaid rental debt or a yellow light to give you the option to accept or deny.

Detail Report

ONLINE also provides a detailed report with all underlying criminal, eviction, and credit information displayed in the easiest to read format in the industry:

1. ENC PROPERTIES Report# 1234567 7/15/2024 3:51 PM 2. ALLEN, DONALD S 4/14/1965 SSN Search 666594054 10 PARKER RD ASHLAND, MA 01721	ONLINE RENTAL EXCHANGE																												
3. Print Report Print Adverse Letter																													
4. Upgrades																													
Criminal: Enhanced Eviction: National Income Verification with SSN:	Returned Returned Returned	Needs Review Needs Review Needs Review																											
5. Social Security Verification	6. Credit Summary	7. Summary of Accounts																											
 Match to Other Name D. STEVEN ALLEN ISSUED: 1964-1966	 Manager Review	Exchange Hits: 2 Public Records: 1 Charge Offs: 0 Collections: 1 Late Pays: 1 Positive Accts: 2																											
8. Exchange Hits																													
<table border="1"><thead><tr><th>Creditor Name / Services Address</th><th>Date Terms Ended</th><th>Amount Owed</th><th>Property Damage</th><th>Evicted</th></tr></thead><tbody><tr><td>AMERICAN PROPERTIES ACCOUNT# 123456789 123 MAIN ST LEXINGTON, KY 40502</td><td>MM/DD/YYYY</td><td>\$595.00</td><td>Y</td><td>Y</td></tr><tr><td>ABC UTILITY ACCOUNT# 987654321 PO BOX 456 RALEIGH, NC 27606</td><td>MM/DD/YYYY</td><td>\$253.11</td><td></td><td></td></tr></tbody></table>			Creditor Name / Services Address	Date Terms Ended	Amount Owed	Property Damage	Evicted	AMERICAN PROPERTIES ACCOUNT# 123456789 123 MAIN ST LEXINGTON, KY 40502	MM/DD/YYYY	\$595.00	Y	Y	ABC UTILITY ACCOUNT# 987654321 PO BOX 456 RALEIGH, NC 27606	MM/DD/YYYY	\$253.11														
Creditor Name / Services Address	Date Terms Ended	Amount Owed	Property Damage	Evicted																									
AMERICAN PROPERTIES ACCOUNT# 123456789 123 MAIN ST LEXINGTON, KY 40502	MM/DD/YYYY	\$595.00	Y	Y																									
ABC UTILITY ACCOUNT# 987654321 PO BOX 456 RALEIGH, NC 27606	MM/DD/YYYY	\$253.11																											
Public Records																													
JUDGMENT STATUS: SMALL CLAIMS JUDGMENT CASE # 01234567890 DATE FILED: MM/DD/YYYY LDATE FILED: MM/DD/YYYY SMALL CLAIMS JUDGMENT COURT: 22ND JUDICIAL CIRCUIT COURT CITY OF ST LOUIS																													
Collections																													
<table border="1"><thead><tr><th>Creditor Name</th><th>Reporting Date</th><th>Date Opened</th><th>High Credit</th><th>Balance Owed</th><th>Amt. Past Due</th><th>MR (30-60-90)</th><th>Terms</th><th>Rating</th></tr></thead><tbody><tr><td>BELLSOUTH-TENNESSEE - CBCS INDIVIDUAL ACCOUNT# 31373780 24 MONTH PAYMENT HISTORY: 9-9-9-999-9 (07 MONTHS DELINQUENT) COLLECTION ACCOUNT STATUS: MM/YY BALANCE: MM/DD/YYYY</td><td>MM/YY</td><td>\$519.00</td><td>\$519.00</td><td>\$519.00</td><td>14</td><td>1.00</td><td>19</td><td></td></tr></tbody></table>			Creditor Name	Reporting Date	Date Opened	High Credit	Balance Owed	Amt. Past Due	MR (30-60-90)	Terms	Rating	BELLSOUTH-TENNESSEE - CBCS INDIVIDUAL ACCOUNT# 31373780 24 MONTH PAYMENT HISTORY: 9-9-9-999-9 (07 MONTHS DELINQUENT) COLLECTION ACCOUNT STATUS: MM/YY BALANCE: MM/DD/YYYY	MM/YY	\$519.00	\$519.00	\$519.00	14	1.00	19										
Creditor Name	Reporting Date	Date Opened	High Credit	Balance Owed	Amt. Past Due	MR (30-60-90)	Terms	Rating																					
BELLSOUTH-TENNESSEE - CBCS INDIVIDUAL ACCOUNT# 31373780 24 MONTH PAYMENT HISTORY: 9-9-9-999-9 (07 MONTHS DELINQUENT) COLLECTION ACCOUNT STATUS: MM/YY BALANCE: MM/DD/YYYY	MM/YY	\$519.00	\$519.00	\$519.00	14	1.00	19																						
Late Pays																													
<table border="1"><thead><tr><th>Creditor Name</th><th>Reporting Date</th><th>Date Opened</th><th>High Credit</th><th>Balance Owed</th><th>Amt. Past Due</th><th>MR (30-60-90)</th><th>Terms</th><th>Rating</th></tr></thead><tbody><tr><td>MID ATLANTIC FINANCE JOINT ACCOUNT# 7675656 24 MONTH PAYMENT HISTORY: C1CCC (00 MONTHS DELINQUENT) CUR WAS 30 LAST PAYMENT: MM/YY STATUS: MM/YY BALANCE: MM/DD/YYYY</td><td>MM/YY</td><td>\$10,211.00</td><td>\$7966.00</td><td>\$0.00</td><td>05</td><td>(1-0-0)</td><td>32.00</td><td>11</td></tr></tbody></table>			Creditor Name	Reporting Date	Date Opened	High Credit	Balance Owed	Amt. Past Due	MR (30-60-90)	Terms	Rating	MID ATLANTIC FINANCE JOINT ACCOUNT# 7675656 24 MONTH PAYMENT HISTORY: C1CCC (00 MONTHS DELINQUENT) CUR WAS 30 LAST PAYMENT: MM/YY STATUS: MM/YY BALANCE: MM/DD/YYYY	MM/YY	\$10,211.00	\$7966.00	\$0.00	05	(1-0-0)	32.00	11									
Creditor Name	Reporting Date	Date Opened	High Credit	Balance Owed	Amt. Past Due	MR (30-60-90)	Terms	Rating																					
MID ATLANTIC FINANCE JOINT ACCOUNT# 7675656 24 MONTH PAYMENT HISTORY: C1CCC (00 MONTHS DELINQUENT) CUR WAS 30 LAST PAYMENT: MM/YY STATUS: MM/YY BALANCE: MM/DD/YYYY	MM/YY	\$10,211.00	\$7966.00	\$0.00	05	(1-0-0)	32.00	11																					
Current Accounts																													
<table border="1"><thead><tr><th>Creditor Name</th><th>Reporting Date</th><th>Date Opened</th><th>High Credit</th><th>Balance Owed</th><th>Amt. Past Due</th><th>MR (30-60-90)</th><th>Terms</th><th>Rating</th></tr></thead><tbody><tr><td>SMITH SALES & LEASING INDIVIDUAL ACCOUNT# F6126864 24 MONTH PAYMENT HISTORY: BCCC (00 MONTHS DELINQUENT) PAID SATISFACTORILY LAST PAYMENT: MM/YYYY STATUS: MM/YY BALANCE: MM/DD/YYYY</td><td>MM/YY</td><td>\$3,456.00</td><td>\$0.00</td><td>\$0.00</td><td>01</td><td>12.00</td><td>11</td><td></td></tr><tr><td>CITI BANK/CBNA INDIVIDUAL ACCOUNT # F6126864 24 MONTH PAYMENT HISTORY: B000000000000000000000 (00 MONTHS DELINQUENT) PAID SATISFACTORILY STATUS: 01/12 BALANCE: 01/03/2012</td><td>MM/DD</td><td>\$5,000.00</td><td>\$0.00</td><td>\$0.00</td><td>38</td><td>REV</td><td>R1</td><td></td></tr></tbody></table>			Creditor Name	Reporting Date	Date Opened	High Credit	Balance Owed	Amt. Past Due	MR (30-60-90)	Terms	Rating	SMITH SALES & LEASING INDIVIDUAL ACCOUNT# F6126864 24 MONTH PAYMENT HISTORY: BCCC (00 MONTHS DELINQUENT) PAID SATISFACTORILY LAST PAYMENT: MM/YYYY STATUS: MM/YY BALANCE: MM/DD/YYYY	MM/YY	\$3,456.00	\$0.00	\$0.00	01	12.00	11		CITI BANK/CBNA INDIVIDUAL ACCOUNT # F6126864 24 MONTH PAYMENT HISTORY: B000000000000000000000 (00 MONTHS DELINQUENT) PAID SATISFACTORILY STATUS: 01/12 BALANCE: 01/03/2012	MM/DD	\$5,000.00	\$0.00	\$0.00	38	REV	R1	
Creditor Name	Reporting Date	Date Opened	High Credit	Balance Owed	Amt. Past Due	MR (30-60-90)	Terms	Rating																					
SMITH SALES & LEASING INDIVIDUAL ACCOUNT# F6126864 24 MONTH PAYMENT HISTORY: BCCC (00 MONTHS DELINQUENT) PAID SATISFACTORILY LAST PAYMENT: MM/YYYY STATUS: MM/YY BALANCE: MM/DD/YYYY	MM/YY	\$3,456.00	\$0.00	\$0.00	01	12.00	11																						
CITI BANK/CBNA INDIVIDUAL ACCOUNT # F6126864 24 MONTH PAYMENT HISTORY: B000000000000000000000 (00 MONTHS DELINQUENT) PAID SATISFACTORILY STATUS: 01/12 BALANCE: 01/03/2012	MM/DD	\$5,000.00	\$0.00	\$0.00	38	REV	R1																						
9. Residential History	10. Employment History																												
REPORTED: MM/YY LAST UPDATED: MM/YY 7029 N FISK CT KANSAS CITY, MO 641511642 REPORTED: MM/YY LAST UPDATED: MM/YY 606 S JEFFERSON ST KEARNEY, MO 640608512	N C BAPTIST HOSP REPORTED: MM/YY LAST UPDATED: MM/YY NA REPORTED: MM/YY LAST UPDATED: MM/YY																												
11. Inquiries																													
MM/DD/YYYY - BANK MM/DD/YYYY - NORTHEAST SUZUKI																													

1. **Report Information** – On the top left of the report, your company's name, the report number, and the time and date are listed for easy reference.
2. **Applicant Information** – displays the applicant's demographic data as captured during the application process.
3. **Print Report/Adverse Action Letter** – allows the property manager to print the report. If the applicant is denied or required to pay an increased security deposit, the "Print Adverse Letter" link will appear in this section. The property manager is required by federal law to print out and give the adverse action letter to the applicant in this case.
4. **Upgrades** – contains any criminal and/or eviction searches requested for this applicant.
5. The **Social Security Verification** box displays the relationship found between the name and social security number supplied by the applicant based on credit information. The icons and associated text help you to identify and prevent application fraud, an important part of eliminating bad debt:

	Good Match The applicant's social security number (SSN) matches the name provided.
	Match to Other Name Applicant name was matched to a SSN, but other names have a stronger association with the SSN. In some cases, this may be a maiden or married name. <i>Action Required:</i> Verify the applicant's name by asking the person to provide proper identification (driver's license, birth certificate, SSN Card).
	No Record Found Typically found with young applicants (18-25 years of age) who have never used their SSN to apply for credit, when the applicant's name was entered incorrectly, or if the applicant has a work visa. <i>Action Required:</i> Verify name and SSN by asking the applicant to provide his or her social security card and other ID documents.
	No Match (True Match) Applicant name has not been associated with the input SSN. This may indicate fraud! <i>Action Required:</i>

	Ensure that the SSN was entered correctly. If there are no errors, ask the applicant to verify ID in person with supplemental ID documents.
	Deceased or Non-issued SSN The Social Security Administration has not issued the SSN number provided, or the Social Security Administration has reported the applicant's SSN as Deceased. <i>Action Required:</i> Ask the applicant to verify ID further by providing a SSN card, driver's license, and other documents issued in his or her name.

Fraud Alerts - The ONLINE Rental Exchange provides the following alerts/verification to help your organization prevent fraud:

- Address discrepancies
 - Phone number used fraudulently and/or is for a pager service
 - Address is mail drop or prison
 - Fraud alerts (those reported by consumers to credit reporting agencies)
 - Credit file freezes (consumer initiated)
 - Credit established prior to age 18
 - SSN verification:
 - Good match - name and SSN provided match
 - Match to Other Name - name provided is associated with SSN, but other names have a stronger association.
 - No Record Found - the SSN has not been reported to the credit bureaus.
 - Deceased - the SSN provided has been reported to the Social Security Administration's "Master Death File Index" and/or has been used to apply for death benefits.
 - Non-issued - the SSN has not been issued by the Social Security Administration.
 - No Match - the SSN and name provided do not match. This may indicate True Name Fraud.
- 6) The **Credit Summary** section returns the applicant's credit score, color-coded deposit decision, and major credit report items, including bankruptcies. Depending upon your setup, you may see Green (no deposit/minimum deposit), Yellow (medium deposit), and Red (maximum deposit/applicant denied) deposit decisions.
- 7) The **Summary of Accounts** provides a snapshot of the applicant's credit report, including number of Exchange Hits, public records (judgments, tax liens, bankruptcies), charge-offs, late pays, and positive accounts:
- a. **Exchange Hits** – displays any unpaid rental and/or utility accounts reported to our Exchange database.

- b. **Public Records** – lists any tax liens, judgments, or other public record that exists on the individual's credit file.
- c. **Charge Offs** – displays any accounts on the individual's credit file that is still with the original creditor and has been written off as a bad debt.
- d. **Collections** – shows all collection accounts on the applicant's credit file.
- e. **Late Pays** – all 30, 60, or 90 day past due accounts reported to the credit bureau are shown here (see below for in-depth info).
- f. **Positive Accounts** – displays all current accounts on the applicant's credit file

8) This section presents all of the **Summary of Accounts** information in detail:

Late Pays – starting from the left you will see:

- **Creditor name.** The lending institution for the debt.
- **Reporting date.** The last time the creditor updated the credit bureau on the status of the account.
- **Date opened.** Date the applicant opened the account.
- **High credit.** Credit limit or amount of available credit for this account.
- **Balance owing.** Represents the amount of credit the borrower has used and has left to pay on that account.
- **Amt. past due.** The total amount that is currently past due.
- **MR.** The number of months the account has been reviewed by the credit bureau.
“months reviewed”
- **(30-60-90).** The number of times the account has gone 30, 60, or 90 days past due.
- **Terms.** Represents the minimum monthly payment the creditor has set for the debt.
- **Rating.** Type of debt and current status of the debt through a coding system:
 - l.** installment loan. ie..*auto loan*
 - o.** open account. ie..*american express*
 - m.** mortgage loan. ie..*wells fargo home mortgage*
 - r.** revolving loan. ie..*master card or visa credit card*
 - u.** undisclosed
 - 1.** current status, not currently late
 - 2.** currently 30 days past due
 - 3.** currently 60 days past due
 - 4.** currently 90 days past due
 - 5.** pre-collection account, account is in excess of 120 days past due
 - 7.** bankruptcy account
 - 8.** repossession
 - 9.** charged off by creditor. possibly placed with a collection agency

- 9) **Residential History** – displays all previously known addresses of the applicant. The residential history will provide a list of addresses, if available, that Equifax has on file for the applicant. These addresses will be listed from most recent to oldest.
- 10) **Employment History** – displays all previously known employers and their addresses. The employment history will show any job for the applicant that has been reported to Equifax. This information will be listed from most recent to oldest order.
- 11) **Inquiries** – this section will show all creditors that have pulled the applicant's credit within the past two years.

1. How will your platform handle background checks, eviction checks, and employment verification?

Once a report request is received via website or integration, ONLINE passes that data to data provider and the results are returned to the client. Instant reports are returned in 1-2 seconds. Non-instant reports return as specified by the reporting jurisdiction.

2. What features or tools make your approach stand out from other vendors?

ONLINE is the only screening provider integrated within the Emphasys Elite platform, providing a sole-source solution for Housing Authorities that use this software. This integrated solution means your staff can request ONLINE's screening products without ever leaving Emphasys, increasing efficiency and saving your staff valuable time versus non-integrated solutions. We currently have integrations with more than a dozen property management software companies.

B. Describe your implementation plan and timeline.

As your incumbent screening provider, ONLINE has all processes in place to continue serving you without interruption. Additional products added to your suite of reports through the RFP process can be implemented quickly. We also offer free training and can schedule sessions at your request for any new products.

New Client Setup Process

During the initial setup phase, ONLINE's staff will coordinate a kick-off conference call which will include the assigned ONLINE account executive, ONLINE's Rental Sales Manager, and other staff members as needed. During this call, we will discuss and establish a plan for product selection, discuss the client's reporting requirements, as well as schedule a monthly conference call between key individuals at the client and ONLINE for ongoing communication of any issues and their resolution. User documentation regarding accessing our services and interpreting report results will be provided to applicable staff.

Once we receive all documents, our Compliance department completes their vetting process within one to three business days, then the client is sent to training. If our client has an integration partnership, depending on that software, we may have to contact that software company to add the new company ID's and users in the software. Most of our integration partners allow us to work with the client to add those company ID's, which can be done the same day. Once the users and company IDs are set up in the integrated software, training is scheduled. Training time is scheduled in one-hour blocks. If there is no integration, then the process is moved directly to training setup. A new client can be set up as quickly as two to three business days, again, depending on software integrations.

The ONLINE account executive will be available to coordinate on the client's behalf with all of the key individuals involved with the client's accounts. ONLINE's customer service staff is available to our clients to resolve any day-to-day issues that may arise, including responding to applicants who dispute the results of reports returned or who seek clarification regarding why or how the move-in decision was determined. ONLINE and our staff stand ready to assist all clients throughout the life of the contract.

1. How do you plan to ensure a smooth onboarding process?

As your incumbent screening provider, we have all processes and staff resources in place to continue serving your needs. After onboarding thousands of clients over the years, we have developed processes to make the transition for new clients as seamless as possible. This includes dedicating an account manager who oversees implementation and acts on behalf of the client to schedule testing and staff training, and monitor performance.

2. What is the estimated timeline for implementing your solution from start to full operation, including training?

N/A. The City currently has access to our credit, criminal, and eviction searches. We can add income verification to your product list in one business day and can schedule training on this product at your convenience. Our typical implementation timeline for new clients is 10 business days.

3. How will you ensure minimal disruption to the PHA's ongoing operations during this transition?

N/A. As the incumbent provider, there will be no disruption in service if the City chooses to continue its relationship with ONLINE.

C. What security measures are in place for data protection?

ONLINE is committed to the highest standards regarding financial and data security. Our systems are actively monitored for potential security vulnerabilities, and we undergo annual data security audits. We have never experienced a data security breach in our history and have successfully passed all security audits. We also carry \$10,000,000 in cyber liability insurance to protect our clients.

ONLINE complies with the SSAE-18 standard. We would be happy to provide the City a copy of our IT Security Policy document or SOC results at your request.

1. How will you ensure the confidentiality and security of sensitive tenant data?

To ensure only authorized users have access to our system, we employ multi-factor user authentication and IP address restrictions. All data is encrypted while in transit and at rest using industry standard protocols.

2. What encryption methods, access controls, and audit trails are included in your platform?

ONLINE uses Microsoft SQL Server 2016 or higher Transparent Data Encryption (TDE) with AES-256 Encryption to protect credit reporting data.

D. What is your approach to ongoing support and system updates?

As part of our commitment to ensuring our clients' success, we offer free customer and technical support throughout the life of the relationship. We conduct routine system maintenance during off peak times (typically weekends). This helps to minimize service disruption while ensuring our systems are up-to-date, secure, and optimized.

1. How do you plan to provide customer support (e.g., hours of availability, response times)?

Customer Service is available during our normal business hours (M-Thurs 8:00am-7:00pm; Friday 8:00am-5:00pm eastern) for any day-to-day needs. Afterhours technical support is also available. As a strategic-level client, the City's account will continue to be managed by our Rental Sales Manager, Jessica Thomas.

Our goal is to answer all support inquiries in real time. If we are unable to answer your call, our service standards require our staff to return voicemails within one to two business hours. Emails are answered within six hours by our Customer Service team.

2. How frequently will the platform be updated, and how will these updates be communicated and implemented?

We conduct routine system maintenance during off peak times (typically weekends). Notification is sent via email to clients at least four days in advance. These updates require no action on the client's part. Any changes or updates to our reports that impact clients will be communicated as far in advance as possible, typically months before any changes are deployed. This allows time for client education and training on new features.

E. How will you ensure the system remains compliant with regulatory changes?

We constantly monitor for regulatory changes that impact tenant screening. Our Compliance Manager oversees compliance initiatives for the company, and we partner with industry compliance experts to stay at the forefront of regulatory compliance. We are also members of several industry trade organizations and attend several industry tradeshow annually.

1. What processes are in place to monitor and implement changes to HUD, FCRA, and other relevant laws?

Please see response above. Our national presence means we are also familiar with relevant state laws. When possible, we try to build compliance requirements into all of our reports to ease the burden on our clients. Any compliance changes are reviewed by legal counsel before implementation.

2. Can you provide examples of how you've managed compliance changes for other clients?

Within the last couple of years, we have completely revamped our criminal reports to meet all state, local and federal FCRA guidelines. These changes are not just on the federal level; any local or state FCRA regulations are fully built into our report. For example, there are nine states that limit the lookback time frame to seven years. If there are any FCRA changes, we must implement, even if that means completely redoing the report. Some cases allow us to make modifications, where some changes require us to completely revamp. These changes also in place for our adverse action letters to meet FCRA requirements as well as HUD regulations.

F. How will you ensure the platform is scalable?

We make a significant investment in our infrastructure to ensure we can meet the needs of existing clients as well as new clients. ONLINE's system has the bandwidth to process thousands of reports per day with excellent up-time. On the low end, we process around 10,000 reports per day.

1. How can your platform accommodate changes in volume or the addition of new features as the PHA's needs evolve?

Our current system configuration can handle large increases in report requests without any negative impacts to our clients or system performance. Many of our products, workflows, and administrative reports can be customized based on client need, typically at no charge. We are committed to our clients' success and welcome any feedback or product improvement suggestions. Any feature enhancements that fall outside of our standard customization options should be directed to Jessica Thomas to determine feasibility and cost.

2. Can you provide examples of scalability in action with other clients?

At the end of 2023, we added New York State Housing Corp, which required setup for almost 500 users. This organization has almost 50,000 vouchers within their program statewide. In 2024, we developed a customized criminal report to meet their specific needs in New York as well as nationwide. Recent large accounts in 2024: Phoenix, San Antonio, Augusta. Large agencies: Cuyahoga, Baltimore City, Virginia Housing, Denver. All large agencies require us to work side by side with each department to set up the users and accounts with the correct reports they need, then set up separate training per department and/or per product.

G. What are the key performance indicators (KPIs) that will demonstrate the success of your platform?

There are two groups of KPIs ONLINE focuses on. One is system availability and responsiveness. The other is product turnaround times and accuracy.

1. How will you measure and report on the effectiveness of your services?

ONLINE has existing SLA reporting that we provide to clients.

2. What benchmarks or metrics will you use to assess ongoing performance and make adjustments if needed?

Our benchmark for system uptime/availability is 99% uptime. Our benchmark for Instant products is to have them returned to our client in under a minute (typically return in 1-2 seconds depending on the client's internet connection). ONLINE's benchmark for non-instant products is that they are returned to our clients within 2 business days.

Because ONLINE is continuously monitoring our performance against our benchmarks, we are in a position to address any potential issues rapidly.

H. How will you handle data migration from our current system to your platform?

Because we currently provide screening services to your organization, data migration is not required. However, we do have the capability to import user lists to setup new users for example and our batch screening solution allows clients to process large numbers of applicants or existing tenants as part of any recertification process.

1. What is your process for ensuring a smooth transition with minimal data loss or disruption?

If ONLINE is chosen as the winner of this RFP, there will be no data loss or service disruption as we have all necessary processes and services in place for your account.

I. Describe your approach to risk management during the implementation phase.

We have developed a highly refined implementation process that minimizes risk for the client. This includes frequent check-in calls, mutually agreed upon implementation and platform testing timelines, and product training for client staff.

1. How will you mitigate risks such as delays, technical difficulties, or non-compliance with PHA requirements?

All testing and training is completed before the solution is deployed to avoid delays or downtime and ensure compliance with client requirements.

J. Can you provide a detailed plan for how tenant data will be securely transferred, stored, and backed up?

Please see uploaded Information Security policy on the bid site.

1. What data backup procedures are in place, and how often will data backups occur?

Please see 6.8.6 Server Backup Policies and Procedures in the pdf referenced above.

K. What is your process for handling service interruptions or outages?

Historically, ONLINE has achieved over 99% uptime for our screening services. To ensure that our clients can access our reports when they need them, we employ an offsite co-location in Morrisville, NC with auto-failover capabilities. If our primary systems go down, this site is automatically brought online to ensure connectivity to our services.

1. What contingency plans are in place to minimize service disruption? What are your average recovery times?

We employ an offsite co-location in Morrisville, NC with auto-failover capabilities. If our primary systems go down, this site is automatically brought online to ensure connectivity to our services.

L. What measures do you have in place to ensure the scalability of your platform as our needs evolve?

We make a significant investment in our infrastructure to ensure we can meet the needs of existing clients as well as new clients. ONLINE's system has the bandwidth to process thousands of reports per day with excellent up-time. On the low end, we process around 10,000 reports per day.

1. If the PHA's housing portfolio grows, how will the system accommodate the increased load without affecting performance?

Our current system configuration can handle large increases in report requests without any negative impacts to our clients or system performance. Hypothetically speaking, the PHA could triple its report volume without impacting system performance.

M. How will you ensure cross-departmental collaboration within the PHA during the implementation and ongoing operation?

Jessica Thomas will continue to serve as your account manager and coordinate with internal ONLINE departments as needed on the PHA's behalf.

1. Will there be regular check-ins with various PHA departments (e.g., IT, finance, legal) to ensure all needs are met?

Yes. Jessica Thomas can schedule regular check-ins as needed upon request by the PHA.

N. How will you handle continuous user training and system updates?

ONLINE provides free training throughout the life of the relationship. We can schedule as many sessions as the client needs to train new hires or existing staff. ONLINE regularly updates our systems to keep them performing at their best and secure. These updates are transparent to the client/end user. Please consult with Emphasys regarding updates/enhancements for their Elite software.

1. Will there be regular or on-demand training for new staff? How will you communicate and implement platform updates without disrupting PHA operations?

Yes. Free training is provided. All updates are scheduled on off peak hours, typically overnight during weekends, to minimize impacts to clients. We provide notice of system updates at least four days in advance for routine maintenance. Critical security updates may be applied as needed with shorter notification windows.

O. How will you incorporate innovation and emerging technologies into your platform?

ONLINE has been at the forefront of technological advances in tenant screening for over two decades. We were one of the first companies to offer tenant screening over the internet and to integrate our services within software platforms like Emphasys Elite. Recently, we developed the ONLINE Data Integration (ODI). This solution allows our mutual customers to benefit from the automated management of the entire account lifecycle, from tenant screening and selection to account maintenance to debt recovery. At every stage, ODI streamlines client processes to reduce or eliminate time-consuming tasks for their staff while improving data accuracy, protecting the property against fraud and bad debt, and boosting recoveries of past-due accounts.

1. Do you have a process for integrating new technological advancements (e.g., AI-driven analytics or machine learning) that could benefit the PHA in the future?

We constantly evaluate trends and best industry practices to ensure we remain on the cutting edge of available technology. ONLINE management is currently evaluating AI and machine learning as it relates to our screening and collection solutions. Given the sensitive nature of the services we provide, we employ a conservative compliance approach to new technology to ensure it can be deployed without regulatory or legal risk to our company and clients.

P. What communication channels will be in place during the project, and how will you ensure open, effective communication?

As your incumbent provider, the City may contact either Jessica Thomas or our Customer Service department at any time.

1. Will you provide a dedicated project manager? How will issues be escalated and resolved?

Yes. Jessica Thomas, Rental Sales Manager, will continue to personally manage your account. Please feel free to contact her at any time for immediate assistance.

Q. Detail the related scope of products and services that your company offers.

ONLINE offers credit, criminal, eviction, income verification, ID validation, and Motor Vehicle reports. We also operate one of the largest collection agencies in the Southeast.

1. If these are to be made available to other public agencies through the resulting contract via the Axia Cooperative purchasing program, please detail a pricing model for each, accounting for participating agencies' various sizes and locations.

Please see uploaded pricing sheet titled "Axia Pricing_ONLINERentalExchange.pdf".

R. Detail any value-added services and programs that may complement the comprehensive offering. Such offerings may include (but are not necessarily limited to):

1. Small business partnership programs, such as local fulfillment and/or service partners

We are integrated with several property management software companies who serve the affordable

housing industry to allow you to use your stored applicant and tenant information to run our reports. This means you never have to go outside your platform to access our reports.

2. Training & Education

We provide free initial and ongoing training to clients. These sessions are delivered online and can be scheduled at the client's convenience. Periodically, we offer webinars to present new products or enhancements to existing reports. We also provide context-sensitive help through our secure website. All user documentation is provided during implementation.

3. Consulting services

We view our relationship with clients as a partnership. To help ensure they receive the greatest benefit from our services, we dedicate an account manager to each new account prior to implementation. This person will coordinate on the client's behalf with internal ONLINE departments for any needs that arise. Our highly-trained Customer Service staff is available to assist clients during our standard business hours.

4. Green / Sustainable programs, such as recycling programs, company policies, product certifications, staff and/or company certifications, sustainable distribution practices, etc.

While we are largely paperless in terms of collection, credit reporting, and payment data, we do employ paper recycling bins and a third-party to destroy and dispose of any paper documents generated at our facility. Due to compliance concerns, we train our staff to only print when absolutely necessary. Our required paper collection notices are printed using post-consumer, recycled content. To reduce our energy consumption, we utilize programmable thermostats, energy-efficient light fixtures, and minimal/motion detected lighting in low traffic areas. All office and computer hardware that reaches end of life are recycled according to accepted best practices and local ordinances.

5. Rebate/incentive programs

We evaluate each client's projected volume to deliver competitive pricing on a case-by-case basis.

6. Other services

ONLINE also operates one of the largest collection agencies in the Southeast, providing debt collection solutions to the property management, utility, and healthcare industries. Our current portfolio is over \$800,000,000, and we serve some of the largest properties and utilities in the country.

7. Include details as to how these proposed services/programs would be rolled out to the City of Tucson and other participating agencies through the Axia Cooperative purchasing program.

All of ONLINE's services are currently available to the City currently, and we agree to offer the included pricing and products through the Axia purchasing program.

S. Demonstrate your company's ability to meet the evolving needs of public sector customers of varying sizes and locations.

We make significant investments in technology and staff resources to ensure we offer services that meet the needs of our clients. We attend several industry tradeshow each year, and our memberships in key industry organizations allows use to stay current on regulatory changes and best practices. Our national footprint means we are well versed in applicable state laws that impact tenant screening. We currently

serve clients of all sizes, from those that pull a few reports a month to some of the largest Housing Authorities in the country, including New York State Housing Corp, Phoenix, San Antonio, Augusta, Cuyahoga, Baltimore City, Virginia Housing, Denver, and of course Tucson.

T. Demonstrate your commitment to leverage the Axia Cooperative purchasing program to make the resulting contract available to public agencies across the country. Include details about your firm's ability to:

1. Market the agreement to public agencies nationally

ONLINE has the capability to integrate marketing of the agreement within our sales campaigns pending review of the Axia agreement and contingent upon Axia providing target lists of PHA contacts.

2. Educate your firm's sales staff about the cooperative purchasing program

If awarded the contract, ONLINE agrees. We currently have similar piggyback relationships with other entities.

3. Connect with customer decision makers

ONLINE agrees pending review of Axia agreement.

4. Partner with the Axia Cooperative team for business development

ONLINE agrees pending review of Axia agreement.

5. Track sales and report back to Axia Cooperative

ONLINE agrees pending review of Axia agreement.

U. Describe your customer issue resolution process.

ONLINE's customer service staff is available to our clients to resolve any day-to-day issues that may arise, including responding to applicants who dispute the results of reports returned, product questions, and staff training. Any consumer disputes or questions related to our screening products should be directed to ONLINE Customer Service for resolution.

1. Include details of various problems that may arise, such as invoicing disputes.

Most inquiries from clients are related to product knowledge or user administration procedures. All report requests are logged by our system, and the client can view usage in real time through the Administration tab of our secure website. This virtually eliminates invoicing issues.

2. Also detail customer service escalation procedures.

Day-to-day issues should be directed to our Customer Service department. Any performance, contract, or compliance issues should be brought to the attention of the designated account manager for resolution.

3. Price Proposal

Provide pricing as requested on the Price Page herein and include an additional separate cost proposal for any additional fees.

Please note that our criminal and verification of income products have multiple options available. VOI products include both income and employment verification in one report. See uploaded pricing sheets, which will govern pricing, within the bid site for specific pricing on each.

Additional Information

Invoice Process

By the fifth of the month, ONLINE emails invoice notifications for services rendered on the previous month. Invoices can be separated by account/department depending on the agency's needs. Payment is due by the 20th of the month. Unless the client has signed up for auto payments via ACH or credit card, the client must login to our website to pay their bill.

Sample Agreement

Beginning on the next page, we have attached a sample of our standard agreement for your review. Please note that many of the requirements therein are dictated to us by either the national credit bureaus or federal regulation, and therefore cannot be amended, changed, or excluded from any agreement between ONLINE and your organization. The final terms of the agreement will be negotiated in good faith between ONLINE and your organization. If you have any questions during your review, please contact Jessica Thomas for assistance.



ONLINE is committed to ensuring that only entities and users who have legitimate business need have access to consumer report information. Please be sure to include with your executed Subscriber Service Agreement all additional documents as shown below. Not returning all required documents will delay the approval process.

If you have any questions regarding the required documents please contact your ONLINE Account Executive at (866) 630-6400. We look forward to working with you.

REQUIRED DOCUMENTATION

- ☐ **SIGNED COPY OF NEW SERVICE AGREEMENT**
(Please be sure to fill out the Permissible Purpose Section on Page 10. This should indicate the specific reason or reasons you will be accessing consumer report information.)
- ☐ **COMPLETE THE SERVICE APPLICATION, CUSTOMER SETUP AND USER SETUP FORMS**
- ☐ **LETTER OF INTENT ON COMPANY LETTERHEAD**
(The letter should state the permissible purpose, the nature of your company's business, the expected monthly volume of reports, whether you are a local, regional, or national company.)
- ☐ **SIGNED AND DATED LIST OF ALL APARTMENT COMPLEXES/PROPERTIES UNDER MANAGEMENT ON COMPANY LETTERHEAD**
(List must include for each property: Property Name, Property Physical Address, Property Phone Number and Property Contact)



SUBSCRIBER SERVICE AGREEMENT

This **Subscriber Service Agreement** ("Agreement") is entered into by **ONLINE Information Services, Inc.**, hereafter referred to as "ONLINE", a North Carolina corporation, d/b/a the ONLINE Rental Exchange and «**Accounts_name**» hereafter referred to as "Subscriber", a «**Accounts_billing_address_state**» corporation as of April 7, 2022

ONLINE and Subscriber agree as follows:

- 1. Services.** Through the ONLINE Rental Exchange, ONLINE will furnish services to Subscriber involving the supply of business and consumer information, consumer reports, credit worthiness scores, fraud detection, information pertaining to unpaid rental, tenant, and utility bills and other information that ONLINE may, from time to time, make available to Subscriber ("Services"). Any mention of rights or obligations to ONLINE within this Agreement shall also apply to Experian, Trans Union, Equifax, Core Logic, LexisNexis, Background Data, and Rapid Courts ("Data Providers").
- 2. Charges to Subscriber.**
 - A. Subscriber agrees to pay ONLINE for all charges as outlined in SCHEDULE A "ONLINE Charges to Subscriber." Subscriber shall be responsible for a non-refundable \$115.00 Subscriber Application Fee (WAIVED). It is understood that the Subscriber application fee is a onetime charge, unless Subscriber changes office locations.
 - B. Bureau/Jurisdiction Surcharges and Fees. Subscriber acknowledges that Data Providers may impose additional surcharges for access to files for consumers that reside in certain States or Counties. Additionally certain jurisdictions charge court fees for accessing public record information. Examples of these charges include California Privacy Act Surcharges, Alaska and Colorado State surcharges, and County Court fees. In the event that a file/report is accessed which has such a surcharge or fee ONLINE will pass that Surcharge/Fee along to the Subscriber.
 - C. Subscriber acknowledges that the pricing in Schedule A is based upon volume representations made by Subscriber during the negotiation of this Agreement. In the event that Subscriber fails to meet these volume expectations, ONLINE reserves the right to adjust its charges to accurately reflect the volume used by Subscriber.
 - D. Subscriber agrees that ONLINE aggregates data from third party sources and from time to time the cost to ONLINE to provide the Services may increase. ONLINE reserves the right to adjust Subscriber's pricing to reflect any such change with a 30 day notice to Subscriber prior to the change becoming effective.
 - E. Subscriber will be solely responsible for all federal, state and local taxes levied or assessed in connection with ONLINE's performance of the Services, other than income taxes assessed with respect to ONLINE's taxable net income, for which income taxes ONLINE will be solely responsible.
 - F. It is understood that from time to time the portfolio owned or managed by Subscriber may change. Properties previously owned or managed by Subscriber maybe sold or no longer managed by Subscriber. Subscriber agrees to notify ONLINE in writing of any property which is no longer part of Subscriber's portfolio so access to ONLINE's Services may be terminated for said property. Subscriber agrees that it is responsible for any billing incurred by said Property until ONLINE has received written notification from Subscriber.
- 3. Invoicing/Billing.**
 - A. Subscriber agrees that the pricing in Schedule A is based on Subscriber setting up and paying their monthly invoice via an automated payment method, either credit card or ACH.
 - B. All billing is processed monthly between the 1st and the 5th for the previous month's Services.
 - C. ONLINE will process the automated payment and deliver to Subscriber an invoice marked "Paid in Full".
 - D. All invoices will be delivered via electronic mail to the email addresses designated by Subscriber.

- E. Subscriber agrees that, if their automated payment method is declined, ONLINE may charge a Non-Sufficient Funds fee, not to exceed \$25.00.
- F. A service charge of 2% of the unpaid balance will be charged on all accounts not paid by the 1st day of the month following the invoice date.
- G. Services will be immediately terminated when account reaches 60 days past due. Services will not be reinstated until the full outstanding balance is paid in full and a valid automated payment method is setup with ONLINE.
- H. If account remains unpaid for 90 days the account will be referred to collections and/or legal proceedings initiated. Subscriber agrees to pay ONLINE's cost and expenses, including reasonable attorney fees, to recover any unpaid balance owed by Subscriber.

4. Subscriber Use.

- A. Subscriber hereby certifies and warrants that it will request and use consumer information received from ONLINE solely in connection with credit transactions involving the consumer as to whom such information is sought, or for other "permissible purposes" as defined by the Fair Credit Reporting Act, 15 U.S.C. Section 1681 *et seq.* (together with any successor or replacement statutory provisions, "FCRA")
- B. Subscriber certifies that Subscriber shall use the Services:
 - i. Solely for Subscriber's certified permissible uses;
 - ii. Solely for Subscriber's exclusive one-time use.
- C. As many ONLINE Services contain information from the Social Security Administration's Death Master File ("DMF"); Subscriber certifies pursuant to Section 203 of the Bipartisan Budget Act of 2013 and 15 C.F.R. § 1110.102 that, consistent with its applicable FCRA or GLB use of ONLINE's information, Subscriber's use of deceased flags or other indicia within ONLINE's information is restricted to legitimate fraud prevention or business purposes in compliance with applicable laws, rules regulations, or fiduciary duty, as such business purposes are interpreted under 15 C.F.R. § 1110.102(a)(1); and certifies that Subscriber will not take any adverse action against any consumer without further investigation to verify the information from the deceased flags or other indicia within ONLINE's information.
- D. Subscriber acknowledges its obligations as outlined in Exhibit F, "Death Master File Access Requirements".
- E. Subscriber maybe given access to information from state departments of motor vehicles. Subscriber hereby certifies and warrants that it will request and use the provided information only for an approved permissible purpose under the Drivers Privacy Protection Act, specifically fraud prevention and/or to affect collection of a debt.
- F. If Subscriber obtains Social Security Numbers or Driver's License Numbers (SSNs) through the Services, Subscriber certifies it will not use the SSNs for any purpose other than, fraud prevention and/or to affect collection of a debt.
- G. All such information shall be maintained by Subscriber in strict confidence and disclosed only to employees whose duties reasonably relate to the legitimate business purposes for which the information is requested, and Subscriber will not disclose, sell or otherwise distribute to third parties any information received hereunder, except as otherwise required by law; provided, however, that if Subscriber has purchased a consumer report from ONLINE in connection with a consumer's application for credit, and the consumer makes a timely request of Subscriber, Subscriber may share the contents of that report with the consumer as long as it does so without charge.
- H. Subscriber acknowledges that it has received and reviewed a copy of the "Credit Scoring Services." (See Exhibit "A".)
- I. Subscriber shall request consumer reports from ONLINE by electronic means. Each request will contain sufficient identifying information concerning the consumer about who the consumer report is requested to enable ONLINE to deliver the consumer report.
- J. ONLINE reserves the right to modify the standard inquiry format to be used by Subscriber and Subscriber agrees to abide by such modifications.
- K. Subscriber hereby certifies that it will properly dispose of any customer information obtained from the use of the Services to include the destruction or erasure of electronic media, the burning, pulverizing, or shredding of papers containing the customer information so that the information cannot practicably be read or reconstructed.
- L. Subscriber may elect to receive Credit, Criminal, DMV and other consumer Information for the purpose of evaluating a potential or current employee's background. Information received by Subscriber may include data from Equifax, Experian, Trans Union, or other Data Providers. If Subscriber elects to receive Employment Reports Subscriber acknowledges the following:

- i. Subscriber shall request consumer report for employment purposes pursuant to procedures prescribed by ONLINE from time to time only when it is considering the individual inquired upon for employment, promotion, reassignment, or retention as an employee, and for no other purpose. Subscriber shall comply with any federal and state laws which may restrict or ban the use of consumer reports for employment purposes.
 - ii. A clear and conspicuous disclosure has been made in writing to the consumer at any time before the report is procured or caused to be procured, in a document that consists solely of the disclosure, that a consumer report (to include credit and criminal) may be obtained for employment purposes.
 - iii. The consumer has authorized in writing the procurement of the Employment Report by the subscriber.
 - iv. To include on their application for employment a signed authorization and release section giving permission for the Subscriber to pull an Employment Report to investigate the applicant.
 - v. To keep documentation on the applicant (Signed Employment Application, Copy of Employment Report) on file in their office for 5 years.
 - vi. Subscriber agrees that Employment Reports will be the only consumer reporting products pulled to screen employment applicants.
 - vii. Subscriber warrants it will use the consumer report for employment purposes only for a one time use, and shall hold the report in strict confidence, and not disclose it to any third parties that are not involved in the employment decision.
 - viii. Subscriber acknowledges that before taking any adverse action based in whole or in part on the Employment Report (if an offer is not extended to applicant based on information contained within the Employment Report), a copy of the report which contains the applicant's rights under the Fair Credit Reporting Act must be given to the applicant.
 - ix. The information from ONLINE's Employment Reports will not be used in violation of any applicable federal or state equal employment opportunity law or other regulation. Subscriber hereby acknowledges receipt of "Notice to Users of Consumer Reports: Obligations of Users Under FCRA". (See Exhibit "B".)
- M. California and Vermont Users
- i. Subscriber agrees to comply with all applicable provisions of the California Credit Reporting Agencies Act. Subscriber certifies that it _____ IS or _____ IS NOT a "Retail Seller", as defined in Section 1802.3 of the California Civil Code, doing business in California and issues credit to consumers who appear in person that it will instruct its employees and agents to inspect a photo identification of the consumer at the time the application is submitted in person. This paragraph does not apply to an application for credit submitted by mail.
 - ii. Subscriber acknowledges that it has received and reviewed a copy of the "Requirements for California and Vermont Users." (See Exhibit "C")
- N. Subscriber further agrees that it will be solely responsible to ensure and require that each of its users meets and complies with applicable federal, state and local laws, rules, and regulations relating to its use of the Services and to the provision to ONLINE of Subscriber's Records. Relevant laws include but are not limited to:
- i. Establishing reasonable procedures to insure that its employees will not request Services relating to themselves, their families, friends, or request consumer information on other persons other than as permitted by the FCRA, ONLINE, and this Agreement.
 - ii. Where adverse action is taken against a consumer that is based in whole or in part on the information contained in a consumer report provided by ONLINE, consistent with the responsibilities under the Fair Credit Reporting Act, Subscriber shall notify the Consumer to direct consumer inquiries to the CRA that provided the report and contained on the adverse action notice for such report.
- O. Record Retention: *The Federal Equal Opportunities Act states that a creditor must preserve all written or recorded information connected with an application for 25 months. In keeping with the ECOA, the credit reporting agency requires that you retain the credit application and, if applicable, a purchase agreement for a period of not less than 60 months. When conducting an investigation, particularly following a breach or a consumer complaint that your company impermissibly accessed their credit report, the credit reporting agency will contact you and will request a copy of the original application signed by the consumer or, if applicable, a copy of the sales contract. "Under Section 621 (a) (2) (A) of the FCRA, any person that violates any of the provisions of the FCRA may be liable for a civil penalty of not more than \$2,500 per violation."*

5. ONLINE Use.

- A. The ONLINE Rental Exchange acknowledges its qualification as a specialty consumer reporting agency according to the Fair Credit Reporting Act: § 603 Definitions; rules of construction [15 U.S.C. § 1681a]: **"(f) The term "consumer reporting agency" means any person which, for monetary fees, dues, or on a cooperative nonprofit basis, regularly engages in whole or in part in the practice of assembling or evaluating consumer credit information or other information on consumers for the purpose of furnishing consumer reports to third parties, and which uses any means or facility of interstate commerce for the purpose of preparing or furnishing consumer reports."**

- B. As a consumer reporting agency, ONLINE may only use Subscriber's Records for purposes consistent with applicable federal, state, and local laws, rules, and regulations' in the identification of credit risk and/or to recover unpaid accounts.
- C. ONLINE shall not sell or furnish to any third party a list of consumers' names and addresses identified as a customer/tenant list of Subscriber, nor will ONLINE extract directly from or otherwise identify on any third party's list a list of Subscriber's customers/tenants identified as a customer list of Subscriber. In no event shall ONLINE distribute a list of Subscriber's current or previous tenants outside of the uses defined in this Agreement.
- D. ONLINE shall use commercially reasonable efforts to promptly and accurately process and incorporate into its database any maintenance or consumer dispute verifications furnished to it by Subscriber, in accordance with the requirements of the FCRA or other applicable state or federal law. In the event that ONLINE deems any maintenance or verification response of Subscriber to be incomplete, internally inconsistent, or otherwise inaccurate, ONLINE, in its sole discretion, may revise the item of information to conform with information supplied by the consumer, reject the maintenance or verification response and delete the information from its database, or make any other revisions that it deems necessary or appropriate.

6. FCRA Requirements

- A. Although the FCRA primarily regulates the operations of consumer reporting agencies, it also affects Subscriber as a user of information. ONLINE has included a copy of the FCRA with Subscriber's membership kit and it is posted at <http://www.ftc.gov/us/statutes/fcradoc.pdf>. ONLINE suggests that Subscriber and Subscriber's employees become familiar with the following sections in particular:
 - § 604. Permissible Purposes of Reports
 - § 607. Compliance Procedures
 - § 615. Requirement on users of consumer reports
 - § 616. Civil liability for willful noncompliance
 - § 617. Civil liability for negligent noncompliance
 - § 619. Obtaining information under false pretenses
 - § 621. Administrative Enforcement
 - § 623. Responsibilities of Furnishers of Information to Consumer Reporting Agencies
 - § 628. Disposal of Records
- B. Each of these sections is of direct consequence to users who obtain reports on consumers. See Exhibit "B" for "Notice to Users of Consumer Reports: Obligations of Users Under the FCRA".
- C. As directed by law, consumer reports may be issued only if they are to be used for extending credit, review or collection of an account, employment purposes, underwriting insurance or in connection with some other legitimate business transaction such as in investment, partnership, etc. It is imperative that Subscriber identifies each request for a report to be used for employment purposes when such report is ordered. Additional state laws may also impact Subscriber's usage of reports for employment purposes.
- D. ONLINE strongly endorses the letter and spirit of the Federal Fair Credit Reporting Act. ONLINE believes that this law and similar state laws recognize and preserve the delicate balance between the rights of the consumer and the legitimate needs of commerce.
- E. In addition to the Federal Fair Credit Reporting Act, other federal and state laws addressing such topics as computer crime and unauthorized access to protected databases have also been enacted. As a prospective user of consumer reports, ONLINE expects that Subscriber will comply with all relevant federal statutes and the statutes and regulations of the states in which Subscriber operates. The FCRA provides that any person who knowingly and willfully obtains information on a consumer from a consumer reporting agency under false pretenses shall be fined under Title 18 of the United States Code, or imprisoned not more than two years, or both.

7. Gramm Leach Bliley Act Requirements

- A. Subscriber hereby certifies and warrants that it will request and use the fraud prevention portion of the Service in compliance with a "permitted purpose" under the Gramm Leach Bliley Act,(GLB) specifically fraud prevention and detection.
- B. Subscriber further agrees to limit its use of this portion of the Service to fraud prevention and detection.
- C. Subscriber hereby certifies and warrants that it understands all obligations under the Gramm Leach Bliley Act, to include 15 U.S.C. 6802 § 502 (e)(3)(B) and 16 C.F.R. § 314.4.

- 8. **Comprehensive Information Security Program.** Subscriber hereby certifies that Subscriber shall implement and maintain a comprehensive information security program written in one or more readily accessible parts and that contains administrative, technical, and physical safeguards that are appropriate to the Subscriber's size and complexity, the nature and scope of its activities, and the sensitivity of the information provided to the Subscriber by ONLINE; and that such safeguards shall include the elements set forth in 16 C.F.R. § 314.4 and shall be reasonably designed to (i) insure the security and confidentiality of the

information provided by ONLINE, (ii) protect against any anticipated threats or hazards to the security or integrity of such information, and (iii) protect against unauthorized access to or use of such information that could result in substantial harm or inconvenience to any consumer.

9. Access Security. Subscriber acknowledges that it has received and reviewed a copy of the "Access Security Requirements." (See Attachment E.)

- A. Subscriber will notify ONLINE immediately as any approved User leaves or is terminated so that the User can be deactivated from the ONLINE system.

10. Conditions. Subscriber recognizes that ONLINE's Services require open sharing of information between Subscribers.

- A. Subscriber agrees to furnish to ONLINE, information from its records about its current and/or previous tenants with whom it has established accounts. Such information will be furnished and updated no less frequently than at monthly intervals, unless otherwise agreed in writing. Subscriber hereby certifies that all information furnished to ONLINE shall be complete and accurate. Subscriber therefore has the option to, make a list of all current tenants, including the service address, telephone number, place of employment and employment telephone number (hereafter referred to as Rental Exchange Data), as well as a list of all current or previous tenants who have unpaid rental bills more than 30 days old (hereafter referred to as Rental Exchange Data). Subscriber agrees that each account will be accompanied by the Social Security Number of the guarantor of the bill and, in the case of married parties or joint responsibility by more than one guarantor, the Social Security Number of each party who is responsible for payment of the bill.
- B. Subscriber agrees they are a Data Furnisher as defined by the Fair Credit Reporting Act and will comply with the "Obligations of Furnishers" as attached in Exhibit "D".
- C. Subscriber agrees to notify ONLINE within 30 days of receipt of payment on any account which is part of ONLINE's Rental Exchange Data.
- D. Subscriber shall respond to any consumer disputes initiated by consumer within five (5) working days from receipt of dispute. Subscriber shall re-verify disputed information through either voice communication, electronic mail, or through other means as mutually agreed in writing. Subscriber certifies that all information supplied by it on any automated or manual basis in response to a consumer dispute verification request sent to it by ONLINE shall be complete and accurate. If in response to a consumer dispute verification request received from ONLINE, Subscriber desires to change any information relating to an account it has previously reported, Subscriber shall update the account information on both the verification response and in its own internal records to conform to such change. Subsequent customer record updates provided by Subscriber shall reflect such change.
- E. Subscriber has the option to report all occurrences of delinquent payments to ONLINE; any evictions proceedings initiated against tenants, any evictions completed; and any property damage and the amount of said damage caused by tenants of Subscriber. It is also agreed that this information may be shared with other Subscribers.

11. Term and Termination.

- A. This Agreement is for a period of 12 months from the effective date and will automatically renew annually unless terminated by either party with a 10 day written notice.
- B. Notwithstanding the foregoing, if Subscriber is delinquent in the payment of charges, violates the FCRA or other applicable law or violates a material term of this Agreement, ONLINE may, at its election, discontinue providing the Services to Subscriber and terminate this Agreement immediately by written notice to the Subscriber.
- C. Notwithstanding anything to the contrary in this Agreement, if the continued provision of the Services or any affected component thereof becomes impossible, impractical, or undesirable due to a change in applicable federal, state, or local laws or regulations, as determined by ONLINE in its reasonable judgment, or due to circumstances imposed by ONLINE's third party vendors or Data Providers, ONLINE may either (a) cease to provide the Services or any affected component thereof within, or pertaining to persons residing within, the affected jurisdiction, or (b) establish new prices which apply to ONLINE's Services or any affected component thereof when provided or delivered within, or pertaining to persons residing within, the affected jurisdiction, which prices will be reasonably calculated to cover the costs incurred by ONLINE in complying with the applicable laws or regulations or circumstances imposed by third party Data Providers and will become effective on the date specified in such notice unless Subscriber objects in writing, in which case ONLINE may exercise its rights under clause (a) above. ONLINE will attempt to provide written notice of its actions as far in advance of the effective date as reasonably possible under the circumstances.
- D. **No Damages or Indemnification for Termination.** Neither party shall be liable to the other party for any costs or damages of any kind, including direct, special, exemplary, punitive, indirect, incidental or consequential damages, or for indemnification, solely on account of the lawful termination of this Agreement, even if informed of the possibility of such damages.

12. Warranties.

- A. **ONLINE Rental Exchange.** Subject to Section 21 "Excusable Delays" hereof, ONLINE warrants to Subscriber that ONLINE will use commercially reasonable efforts to deliver the Services promptly. Subscriber acknowledges that the Services involve information provided to ONLINE by fallible human sources and that for the fee charged for the Services, ONLINE cannot and will not be an insurer or guarantor of the accuracy or reliability of the Services, data contained in its database, or data provided with the Services. THE WARRANTY IN THE FIRST SENTENCE OF THIS PARAGRAPH IS THE ONLY WARRANTY ONLINE HAS GIVEN SUBSCRIBER WITH RESPECT TO THE SERVICES AND SUCH WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, ONLINE MIGHT HAVE GIVEN SUBSCRIBER WITH RESPECT THERETO, INCLUDING, FOR EXAMPLE AND WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
- B. **Credit Scoring.** ONLINE's Credit Scoring Vendors warrant that these Credit Scoring Models are empirically derived and demonstrably and statistically sound and that to the extent the population to which the Credit Scoring Model is applied is similar to the population sample on which the Credit Scoring Model was developed, the Credit Scoring Model score may be relied upon by Subscriber to rank consumers in the order of the risk of unsatisfactory payment such consumers might present to Subscriber. ONLINE's Credit Scoring Vendors further warrant that so long as they provide the Credit Scoring Model, they will comply with regulations promulgated from time to time pursuant to the Equal Credit Opportunity Act, 15 USC Section 1691 *et seq.* THE FOREGOING WARRANTIES ARE THE ONLY WARRANTIES ONLINE'S CREDIT SCORING VENDORS HAVE GIVEN SUBSCRIBER WITH RESPECT TO THEIR CREDIT SCORING MODEL AND SUCH WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, ONLINE'S CREDIT SCORING VENDORS MIGHT HAVE GIVEN SUBSCRIBER WITH RESPECT THERETO, INCLUDING, FOR EXAMPLE, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. Subscriber's rights under the foregoing Warranty are expressly conditioned upon Subscriber's periodic revalidation of the Credit Scoring Model in compliance with the requirements of Regulation B as it may be amended from time to time (12 CFR Section 202 *et seq.*). ONLINE shall not be deemed to have made (nor shall ONLINE be liable or responsible for in any respect for the application or enforcement of) any warranty set forth in this Section 9.B.
- C. **Criminal and Eviction Reports.** With respect to criminal and eviction reports available from ONLINE, neither ONLINE nor any division thereof nor any of its employees or officers or directors, makes any warranty, expressed or implied, including warranties of merchantability and fitness for a particular purpose or assumes any legal liability or responsibility for the accuracy, completeness, or usefulness of any information, product, or process disclosed, or represents that its use would not infringe on privately owned rights. Subscriber hereby acknowledges that ONLINE does not create or maintain these records or information, and that ONLINE relies on third party sources including, but not limited to, data providers, state departments, state repositories, correctional institutions, the courts and other information sources. Subscriber understands ONLINE is not responsible for the content or accuracy of such records or information and ONLINE suggests that these searches should only be used as a preliminary inquiry. The records obtained from these searches must be used in complete compliance with the Fair Credit Reporting Act, Fair Housing Laws, and any other state or federal laws governing the use of public records. Although every effort is made to assure the accuracy of the information contained in these reports the Subscriber releases, indemnifies and holds harmless ONLINE to the fullest extent allowed by law with respect to Subscriber's receipt and/or use for any reason, of any information provided by ONLINE. Subscriber acknowledges that data entry errors or incomplete records may result in the return of incorrect results. ONLINE cannot offer legal advice on how to use the information contained in these reports and is not responsible for any action taken by Subscriber based on this information.

13. **Limitation of Liability.** Subscriber acknowledges that ONLINE maintains a database, updated on a periodic basis, from which Subscriber solicits information, and that ONLINE does not undertake a separate investigation for each inquiry or request for Services made by Subscriber. Subscriber also acknowledges that ONLINE provides Subscriber access to national consumer reporting agencies and various products and services available to Subscriber from these repositories through ONLINE. With regard to limitation of liability, any mention of ONLINE shall also apply to Experian, Trans Union, Equifax, LexisNexis, Core Logic, Rapid Courts, and Background Data (Data Providers). Subscriber also acknowledges that the prices ONLINE charges Subscriber for the Services are based upon ONLINE's expectation that the risk of any loss or injury that may be incurred by use of the Services will be borne by Subscriber and not ONLINE. Subscriber therefore agrees that it is responsible for determining that the Services are in accordance with ONLINE's obligations under this Agreement. If Subscriber reasonably determines that the Services do not meet ONLINE's obligations under this Agreement, Subscriber shall so notify ONLINE in writing within ten (10) days after receipt of the Services in question. Subscriber's failure to so notify ONLINE shall mean that Subscriber accepts the Services as is, and ONLINE shall have no liability whatsoever for the Services. Unless ONLINE disputes Subscriber's claim, ONLINE shall, at its option, either re-perform the Services in question or issue Subscriber a credit for the amount Subscriber paid for the nonconforming Services. This re-performance or credit constitutes Subscriber's sole remedy and ONLINE's maximum liability for any breach of this Agreement by ONLINE. If, notwithstanding the above, liability is imposed on ONLINE, then Subscriber agrees that ONLINE's total liability for any or all of Subscriber's losses or injuries from ONLINE's acts or omissions under this Agreement, regardless of the nature of the legal or equitable right claimed to have been violated, shall not exceed the amount paid by Subscriber to ONLINE under this Agreement during the six month period preceding the alleged breach by ONLINE of this Agreement. Subscriber covenants that it will not sue ONLINE for any amount greater than permitted by this Agreement. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, UNDER NO CIRCUMSTANCES WILL ONLINE HAVE ANY OBLIGATION OR

LIABILITY TO SUBSCRIBER HEREUNDER FOR ANY INCIDENTAL, INDIRECT, CONSEQUENTIAL OR SPECIAL DAMAGES INCURRED BY THE SUBSCRIBER (INCLUDING DAMAGES FOR LOST BUSINESS, LOST PROFITS OR DAMAGES TO BUSINESS REPUTATION), REGARDLESS OF HOW SUCH DAMAGES ARISE AND REGARDLESS OF WHETHER OR NOT THE SUBSCRIBER WAS ADVISED SUCH DAMAGES MIGHT ARISE.

- 14. Hold Harmless.** Subscriber agrees that some of the information it will have access to maybe provided by third parties to include Equifax, Experian, Trans Union, LexisNexis, Core Logic, Rapid Courts, and Background Data (Data Providers). Without limitation of its obligations of indemnification to ONLINE under this Agreement or under applicable law, Subscriber shall indemnify save and hold ONLINE's Suppliers, their officers, directors, employees, agents, contractors and subcontractors harmless for any and all injuries, damages, claims, costs and expenses arising out of Subscriber's use of the Services.
- 15. Indemnification.** Each Party hereby agrees to indemnify, defend and hold the other Party, its Affiliates, its licensees, its licensors, and its and their officers, directors, employees, consultants, contractors, and agents harmless from and against any and all damages or other amounts payable to a Third Party claimant, as well as any reasonable attorneys' fees and costs of litigation (collectively, "Damages") arising out of or resulting from any claim, suit, proceeding or cause of action (each, a "Claim") brought by a Third Party against a Party based on: (a) breach of any representation or warranty by the Indemnifying Party contained in this Agreement, (b) breach of any applicable Law by such Indemnifying Party, or (c) gross negligence or willful misconduct by such Indemnifying Party, its Affiliates, or their respective employees, contractors or agents.
- 16. Intellectual Property.** Subscriber acknowledges that ONLINE has expended substantial time, effort and funds to create and deliver the Services and compile its consumer reporting database. The Services and the data in ONLINE's Consumer Reporting databases are and will continue to be ONLINE's exclusive property. Nothing contained in this Agreement shall be deemed to convey to Subscriber or to any other party any right, title or interest, including any patent, copyright or other proprietary right, in or to the Services or data in ONLINE's Consumer Reporting database. Subscriber will not use or permit its employees, agents and subcontractors to use, the trademarks, service marks, logos, names, or any other of ONLINE's or its affiliates' proprietary designations, whether registered or unregistered, without ONLINE's prior written consent. Under no circumstances will Subscriber attempt in any manner, directly or indirectly, to discover or reverse engineer any confidential and proprietary criteria developed or used by ONLINE, its Data Providers, or its credit scoring vendors.
- 17. Non-Solicit Clause.** During the term of this Agreement and for a period of 1 year subsequent to the termination of this Agreement, neither party shall (i) solicit, or encourage any organization directly or indirectly controlled by its management, Board, or shareholders, to solicit, any employee of the opposing party or any of its subsidiaries to leave the employ of the opposing party or any of its subsidiaries, (ii) solicit for employment, hire or engage as an independent contractor, or permit any organization directly or indirectly controlled by its management, Board, or shareholders, to solicit for employment, hire or engage as an independent contractor, any person who was employed by the opposing party or any of its subsidiaries at any time during the term of the Employee's employment with the other party or any of its subsidiaries; provided, that this clause shall not apply to any individual whose employment with the opposing party or any of its subsidiaries has been terminated for a period of one year or longer.
- 18. Waiver.** Either party may at any time waive compliance by the other with any covenant or condition contained in this Agreement, but only by written instrument signed by the party waiving such compliance. No such waiver, however, shall be deemed to constitute the waiver of any such covenant or condition in any other circumstance or the waiver of any other covenant or condition.
- 19. Successors and Assigns.** This Agreement will be binding upon and will inure to the benefit of the parties hereto and their respective heirs, representatives, successors and permitted assignees. This Agreement may not be assigned, transferred, shared or divided in whole or in part by Subscriber without prior written consent; such consent shall not be unreasonably withheld.
- 20. Audit Rights.** Subscriber understands that ONLINE and each of ONLINE's Data Providers require the right to audit usage by Subscriber for compliance with the requirements of the Federal Fair Credit Reporting Act. Subscriber herein agrees to cooperate fully with any compliance audit by ONLINE or ONLINE's Data Providers and to provide ONLINE any required documentation or other information necessary for such an audit in a timely and reasonable manner.
- 21. Excusable Delays.** Neither party shall be liable for any delay or failure in its performance under this Agreement (other than for payment obligations hereunder) if and to the extent that such delay or failure is caused by events beyond the reasonable control of the party including, without limitation, acts of God or public enemies, labor disputes, equipment malfunctions, computer downtime, software defects, material or component shortages, supplier failures, embargoes, rationing, acts of local, state or national governments or public agencies, utility or communication failures or delays, fire, earthquakes, flood, epidemics, riots and strikes.
- 22. Dispute Resolution.** With the exception of any action taken under paragraphs 1 and 4 or any alleged violation of paragraph 12, 13 and 18 of this Agreement, the parties will resolve any dispute arising out of or relating to this Agreement in a binding arbitration conducted under the auspices of the American Arbitration Association. Disputes arising out of or resulting from actions taken under paragraphs 1, 4 or 12, 13 and 18 may be resolved informally by the parties through the courts.
- 23. Site Inspection.** Subscriber agrees to an inspection of its premises by an independent Third Party Inspection Agency. The inspection is to be completed, in a timely manner, before any Services will be set up with our company. Subscriber's Application Fee will be applied to cover the cost of the Inspection Fee. Subscriber also agrees that this fee is non-refundable.

- 24. Continuance of Business.** In the event that Subscriber's business is sold or relocates to a different location, it is the Subscriber's obligation to notify ONLINE, in writing, of these changes, within 72 business hours of the effective date of the transaction or the relocation.
- 25. Notifications.** Subscriber and ONLINE agree that any notifications to the other as it pertains to this Agreement shall be sent to the following contacts.

ONLINE Information Services, Inc.
J.W. Blair, President
P.O. Box 1489
Winterville, NC 28590

«Accounts_name»

Attn: _____

«Accounts_billing_address_street»

«Accounts_billing_address_city», «Accounts_billing_address_state» «Accounts_billing_address_postalcode»

- 26. Severability.** This Agreement shall be deemed to be severable and, if any provision is determined to be void or unenforceable, then that provision will be deemed severed and the remainder of the Agreement will remain in effect.
- 27. Contract in Entirety; Law.** This Agreement sets forth the entire understanding and agreement between ONLINE and Subscriber concerning the Services, and supersedes any prior or contemporaneous oral or written agreements or representations. It may be modified only by a written amendment executed by both parties. This Agreement shall be interpreted in accordance with the laws of the State of North Carolina.
- 28. Effective Date.** This Agreement is effective beginning April 7, 2022.

IN WITNESS WHEREOF, the parties' authorized representatives have executed this Agreement on the date indicated below.

Subscriber hereby certifies to have read and understand the "FCRA Requirements" notice and "Access Security Requirements" and will take all reasonable measures to enforce them within Subscribers facility. Subscriber certifies that a permissible purpose exists to use all Services accessed from ONLINE in accordance with the Fair Credit Reporting Act and the applicable service agreement. Subscriber also certifies that information obtained from ONLINE will be used for the purpose(s) listed below and no other. Subscriber will not resell the report to any third party.

PERMISSIBLE PURPOSE/APPROPRIATE USE: Describe the **specific purpose(s)** (a clear definition) for which **ONLINE** Services and consumer data will be used. (An answer like "Checking Credit" is not a permissible purpose.):

Subscriber: «Accounts_name»

Subscriber Phone: «Accounts_phone_office»

Signature: _____

Print Name: _____

Title: _____

Email: _____

Date: _____

Federal Tax ID: _____

**ONLINE Information Services, Inc.
dba/ ONLINE Rental Exchange**

By: _____

Christoph Turner

Date: _____

Address: PO Box 1489
Winterville, NC 28590
www.ONLINERentalExchange.com

Telephone: (866) 630-6400

Address of Principal Business Office:

«Accounts_shipping_address_street»
«Accounts_shipping_address_city», «Accounts_shipping_address_state»«Accounts_shipping_address_postalcode»

Mailing Address (If Different):

«Accounts_billing_address_street»
«Accounts_billing_address_city», «Accounts_billing_address_state»«Accounts_billing_address_postalcode»

Initial

SCHEDULE A
ONLINE Charges to Subscriber

Please denote beside each product what level user should have access. Please note that if Administrator (Admin) level is assigned, Supervisors (Super) and Users (User) will not have access to those products. And likewise if a Supervisor level is assigned Users will not have access to those products. If you desire for all individuals at your organization to have access to a product please set the Access Level for that product to User.

User/Super/Admin

ONLINE Rental Exchange Pricing:

Access Level

ONLINE Rental Exchange Credit Report w/Score:	\$ _____ per Report	User _____
Application Fee:	~~\$115.00~~	One Time Fee (WAIVED)

Criminal Report Pricing:

National Criminal Search w/Sex offender and SSN Search	\$ _____ Per Report	_____
Non-Instant Statewide Search	\$ _____ Per Report	_____
County Search (Non-Instant)	\$ _____ Per Report	_____

Eviction Report Pricing:

Instant National Search	\$ _____ Per Report	_____
-------------------------	---------------------	-------

Income and Employment Verification Pricing:

The Work Number Social Services Verification	\$ _____ Per Report	_____
--	---------------------	-------

*******Note: If Tax exempt, please provide certificate*******

Subscriber agrees to the above pricing schedule for reports pulled from ONLINE Information Services, Inc.

«Accounts name»

(Subscriber's Signature)

(Date)

Initial

Exhibit "A"

Credit Scoring Services

Subscriber is a credit grantor that purchases Consumer Reports from ONLINE pursuant to the Agreement in connection with credit transactions involving the consumer subjects of such Consumer Reports. As an enhancement to the basic Consumer Report, ONLINE has offered Subscriber the opportunity to purchase one or more credit risk scores provided by Trans Union, Equifax, or Experian; including, but not limited to, Fair Isaac & Co. (FICO) and Vantage score models. Use of these scoring models may require additional addendums and be subject to additional terms of use.

Subscriber recognizes that all credit risk scores offered hereunder are statistical scores and may not be predictive as to any particular individual. No such score is intended to characterize any individual as to credit capability. Subscriber recognizes that factors other than credit risk scores should be considered in making a credit decision, including the Credit Report, the individual credit application, economic factors, and various other pertinent information. A statement of the factors that significantly contributed to the credit risk score may accompany the score. If so, such information may be disclosed to the consumer as the reason for taking adverse action, as required by Regulation B. However, the credit risk score itself is proprietary and may not be used as the reason for adverse action under Regulation B. In addition, under the Fair Credit Reporting Act, credit risk scores are not considered part of the consumer's file. Accordingly, Subscriber agrees only to disclose the actual credit risk score to the consumer when required by law and accompanied by the corresponding reason codes.

SUBSCRIBER HAS MADE ITS OWN ANALYSIS OF THE CREDIT RISK SCORE OR SCORES SELECTED BY SUBSCRIBER, INCLUDING THE RELIABILITY OF USING SUCH SCORES IN CONNECTION WITH SUBSCRIBER'S CREDIT DECISION. ONLINE AND ITS AGENTS SHALL NOT BE LIABLE FOR ANY LOSS, COSTS, DAMAGES, OR EXPENSE INCURRED BY SUBSCRIBER RESULTING FROM SUBSCRIBER'S USE OF CREDIT RISK SCORES, OR THE INACCURACY THEREOF. IN NO EVENT SHALL ONLINE NOR ITS AGENTS BE LIABLE TO SUBSCRIBER FOR ANY INCIDENTAL, INDIRECT, PUNITIVE, OR CONSEQUENTIAL DAMAGES FOR A CLAIM BY SUBSCRIBER RESULTING FROM SUBSCRIBER'S USE OF ANY CREDIT RISK SCORE. THE TOTAL AGGREGATE LIABILITY OF ONLINE AND ITS AGENTS FOR A CLAIM BY SUBSCRIBER RELATED TO SUBSCRIBER'S USE OF ANY CREDIT RISK SCORE SHALL NOT EXCEED THE SURCHARGE PAID BY SUBSCRIBER FOR THE CREDIT RISK SCORE TO WHICH SUCH CLAIM RELATES.

Subscriber certifies that in using the FICO/VANTAGE Credit Scoring Models that:

- A. Subscriber will only use the permissible purpose as outlined within ONLINE's Subscriber Service Agreement (hereinafter referred to as "Agreement") and the Application for Service in accordance with the FCRA to obtain the information derived from the Fair Isaac and Company Scoring Model (hereinafter referred to as "FICO") or the Vantage Scoring Model.
- B. Subscriber will limit Subscriber's use of the scores and reason codes solely to use in Subscriber's own business with no right to transfer or otherwise sell, license, sublicense or distribute said scores or reason codes to third parties.
- C. Subscriber will maintain internal procedures to minimize the risk of unauthorized disclosure and agree that such scores and reason codes will be held in strict confidence and disclosed only to those employees with a "need to know" and to no other person.
- D. Notwithstanding any contrary provision of the Agreement, Subscriber may disclose the scores provided to Subscriber under the Agreement to the consumer, when accompanied by the corresponding reason codes, in the context of bona fide lending transactions and decisions only as required by law.
- E. Subscriber will comply with all applicable laws and regulations in using the scores and reason codes purchased from ONLINE.
- F. Subscriber or any of its employees, agents or subcontractors will not use any trademarks, service marks, logos, names, or any other proprietary designations, whether registered or unregistered, of the Data Providers or Fair, Isaac and Company, or their affiliates without such entity's prior written consent.
- G. Subscriber will not in any manner, directly or indirectly attempt to discover or reverse engineer any confidential and proprietary criteria developed or used by the Data Providers/Fair, Isaac in performing the FICO/Vantage Scoring Model.
- H. Subscriber will not use any of the scores provided for their own model development or model calibration.
- I. Subscriber understands that Data Providers/FICO warrants that the FICO/Vantage Scoring Model are empirically derived and demonstrably and statistically sound and that to the extent the populations to which the FICO/Vantage Scoring Models are applied is similar to the population sample on which the FICO/Vantage Scoring Models were developed, the FICO/Vantage score may be relied upon by Subscriber to rank consumers in the order of the risk of unsatisfactory payment such consumers might present to Subscribers. FICO/Vantage further warrant that so long as FICO/Vantage provide the FICO/Vantage Model it will comply with regulations promulgated from time to time pursuant to the Equal Credit Opportunity Act, 15 USC Section 1691 *et seq.* THE FOREGOING WARRANTIES ARE THE ONLY WARRANTIES DATA PROVIDERS, FICO, OR VANTAGE HAVE GIVEN SUBSCRIBER WITH RESPECT TO FICO/VANTAGE SCORING MODELS AND SUCH WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, DATA PROVIDERS, FICO, OR VANTAGE MIGHT HAVE GIVEN SUBSCRIBER WITH RESPECT THERETO, INCLUDING, FOR EXAMPLE, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. Subscriber's rights under the foregoing Warranty are expressly conditioned upon each respective Subscriber's periodic revalidation of the FICO/Vantage Scoring Model in compliance with the requirement of Regulation B as it may be amended from time to time (12 CFR Section 202 *et seq.*).
- J. Subscriber agrees that the aggregate liability of the Data Providers/FICO to the Subscriber is equal to the lesser of the Fees paid by ONLINE to the Data Providers/FICO for the FICO/Vantage Scoring Models resold to the pertinent Subscriber during the six (6) month period immediately preceding the Subscriber's claim, or the fees paid by the pertinent Subscriber to ONLINE under the Agreement during said six (6) month period and excluding any liability of the Data Providers/FICO for incidental, indirect, special or consequential damages of any kind.

Exhibit “B”

All users of consumer reports must comply with all applicable regulations. Information about applicable regulations currently in effect can be found at the Consumer Financial Protection Bureau’s website, www.consumerfinance.gov/learnmore.

NOTICE TO USERS OF CONSUMER REPORTS: OBLIGATIONS OF USERS UNDER THE FCRA

The Fair Credit Reporting Act (FCRA), 15 U.S.C. 1681-1681y, requires that this notice be provided to inform users of consumer reports of their legal obligations. State law may impose additional requirements. The text of the FCRA is set forth in full at the Consumer Financial Protection Bureau’s (CFPB) website at www.consumerfinance.gov/learnmore.

At the end of this document is a list of United States Code citations for the FCRA. Other information about user duties is also available at the CFPB’s website. **Users must consult the relevant provisions of the FCRA for details about their obligations under the FCRA.** The first section of this summary sets forth the responsibilities imposed by the FCRA on all users of consumer reports. The subsequent sections discuss the duties of users of reports that contain specific types of information, or that are used for certain purposes, and the legal consequences of violations. If you are a furnisher of information to a consumer reporting agency (CRA), you have additional obligations and will receive a separate notice from the CRA describing your duties as a furnisher.

I. OBLIGATIONS OF ALL USERS OF CONSUMER REPORTS

A. Users Must Have a Permissible Purpose

Congress has limited the use of consumer reports to protect consumers’ privacy. All users must have a permissible purpose under the FCRA to obtain a consumer report. Section 604 contains a list of the permissible purposes under the law. These are:

- As ordered by a court or a federal grand jury subpoena. Section 604(a)(1)
- As instructed by the consumer in writing. Section 604(a)(2)
- For the extension of credit as a result of an application from a consumer, or the review or collection of a consumer’s account. Section 604(a)(3)(A)
- For employment purposes, including hiring and promotion decisions, where the consumer has given written permission. Sections 604(a)(3)(B) and 604(b)
- For the underwriting of insurance as a result of an application from a consumer. Section 604(a)(3)(C)
- When there is a legitimate business need, in connection with a business transaction that is initiated by the consumer. Section 604(a)(3)(F)(i)
- To review a consumer’s account to determine whether the consumer continues to meet the terms of the account. Section 604(a)(3)(F)(ii)
- To determine a consumer’s eligibility for a license or other benefit granted by a governmental instrumentality required by law to consider an applicant’s financial responsibility or status. Section 604(a)(3)(D)
- For use by a potential investor or servicer, or current insurer, in a valuation or assessment of the credit or prepayment risks associated with an existing credit obligation. Section 604(a)(3)(E)
- For use by state and local officials in connection with the determination of child support payments, or modifications and enforcement thereof. Sections 604(a)(4) and 604(a)(5)

In addition, creditors and insurers may obtain certain consumer report information for the purpose of making “prescreened” unsolicited offers of credit or insurance. Section 604(c). The particular obligations of users of “prescreened” information are described in Section VII below.

B. Users Must Provide Certifications

Section 604(f) prohibits any person from obtaining a consumer report from a consumer reporting agency (CRA) unless the person has certified to the CRA the permissible purpose(s) for which the report is being obtained and certifies that the report will not be used for any other purpose.

C. Users Must Notify Consumers When Adverse Actions Are Taken

The term “adverse action” is defined very broadly by Section 603. “Adverse actions” include all business, credit, and employment actions affecting consumers that can be considered to have a negative impact as defined by Section 603(k) of the FCRA – such as denying or canceling credit or insurance, or denying employment or promotion. No adverse action occurs in a credit transaction where the creditor makes a counteroffer that is accepted by the consumer.

1. Adverse Actions Based on Information Obtained From a CRA

If a user takes any type of adverse action as defined by the FCRA that is based at least in part on information contained in a consumer report, Section 615(a) requires the user to notify the consumer. The notification may be done in writing, orally, or by electronic means. It must include the following:

- The name, address, and telephone number of the CRA (including a toll-free telephone number, if it is a nationwide CRA) that provided the report.
- A statement that the CRA did not make the adverse decision and is not able to explain why the decision was made.

- A statement setting forth the consumer's right to obtain a free disclosure of the consumer's file from the CRA if the consumer makes a request within 60 days.
- A statement setting forth the consumer's right to dispute directly with the CRA the accuracy or completeness of any information provided by the CRA.

2. Adverse Actions Based on Information Obtained From Third Parties Who Are Not Consumer Reporting Agencies

If a person denies (or increases the charge for) credit for personal, family, or household purposes based either wholly or partly upon information from a person other than a CRA, and the information is the type of consumer information covered by the FCRA, Section 615(b) (1) requires that the user clearly and accurately disclose to the consumer his or her right to be told the nature of the information that was relied upon if the consumer makes a written request within 60 days of notification. The user must provide the disclosure within a reasonable period of time following the consumer's written request.

3. Adverse Actions Based on Information Obtained From Affiliates

If a person takes an adverse action involving insurance, employment, or a credit transaction initiated by the consumer, based on information of the type covered by the FCRA, and this information was obtained from an entity affiliated with the user of the information by common ownership or control, Section 615(b) (2) requires the user to notify the consumer of the adverse action. The notice must inform the consumer that he or she may obtain a disclosure of the nature of the information relied upon by making a written request within 60 days of receiving the adverse action notice. If the consumer makes such a request, the user must disclose the nature of the information not later than 30 days after receiving the request. If consumer report information is shared among affiliates and then used for an adverse action, the user must make an adverse action disclosure as set forth in I.C.1 above.

D. Users Have Obligations When Fraud and Active Duty Military Alerts are in Files

When a consumer has placed a fraud alert, including one relating to identity theft, or an active duty military alert with a nationwide consumer reporting agency as defined in Section 603(p) and resellers, Section 605A (h) imposes limitations on users of reports obtained from the consumer reporting agency in certain circumstances, including the establishment of a new credit plan and the issuance of additional credit cards. For initial fraud alerts and active duty alerts, the user must have reasonable policies and procedures in place to form a belief that the user knows the identity of the applicant or contact the consumer at a telephone number specified by the consumer; in the case of extended fraud alerts, the user must contact the consumer in accordance with the contact information provided in the consumer's alert.

E. Users Have Obligations When Notified of an Address Discrepancy

Section 605(h) requires nationwide CRAs, as defined in Section 603(p), to notify users that request reports when the address for a consumer provided by the user in requesting the report is substantially different from the addresses in the consumer's file. When this occurs, users must comply with regulations specifying the procedures to be followed. Federal regulations are available at www.consumerfinance.gov/learnmore.

F. Users Have Obligations When Disposing of Records

Section 628 requires that all users of consumer report information have in place procedures to properly dispose of records containing this information. Federal regulations are available at www.consumerfinance.gov/learnmore.

II. CREDITORS MUST MAKE ADDITIONAL DISCLOSURES

If a person uses a consumer report in connection with an application for, or a grant, extension, or provision of, credit to a consumer on material terms that are materially less favorable than the most favorable terms available to a substantial proportion of consumers from or through that person, based in whole or in part on a consumer report, the person must provide a risk-based pricing notice to the consumer in accordance with regulations prescribed by the CFPB. Section 609(g) requires a disclosure by all persons that make or arrange loans secured by residential real property (one to four units) and that use credit scores. These persons must provide credit scores and other information about credit scores to applicants, including the disclosure set forth in Section 609(g) (1) (D) ("Notice to the Home Loan Applicant").

III. OBLIGATIONS OF USERS WHEN CONSUMER REPORTS ARE OBTAINED FOR EMPLOYMENT PURPOSES

A. Employment Other Than in the Trucking Industry

If the information from a CRA is used for employment purposes, the user has specific duties, which are set forth in Section 604(b) of the FCRA. The user must:

- Make a clear and conspicuous written disclosure to the consumer before the report is obtained, in a document that consists solely of the disclosure, that a consumer report may be obtained.
- Obtain from the consumer prior written authorization. Authorization to access reports during the term of employment may be obtained at the time of employment.
- Certify to the CRA that the above steps have been followed, that the information being obtained will not be used in violation of any federal or state equal opportunity law or regulation, and that, if any adverse action is to be taken based on the consumer report, a copy of the report and a summary of the consumer's rights will be provided to the consumer.
- **Before** taking an adverse action, the user must provide a copy of the report to the consumer as well as the summary of consumer's rights (The user should receive this summary from the CRA.) A Section 615(a) adverse action notice should be sent after the adverse action is taken.

An adverse action notice also is required in employment situations if credit information (other than transactions and experience data) obtained from an affiliate is used to deny employment. Section 615(b) (2). The procedures for investigative consumer reports and employee misconduct investigations are set forth below.

B. Employment in the Trucking Industry

Special rules apply for truck drivers where the only interaction between the consumer and the potential employer is by mail, telephone, or computer. In this case, the consumer may provide consent orally or electronically, and an adverse action may be made orally, in writing, or electronically. The consumer may obtain a copy of any report relied upon by the trucking company by contacting the company.

IV. OBLIGATIONS WHEN INVESTIGATIVE CONSUMER REPORTS ARE USED

Investigative consumer reports are a special type of consumer report in which information about a consumer's character, general reputation, personal characteristics, and mode of living is obtained through personal interviews by an entity or person that is a consumer reporting agency. Consumers who are the subjects of such reports are given special rights under the FCRA. If a user intends to obtain an investigative consumer report, Section 606 requires the following:

- The user must disclose to the consumer that an investigative consumer report may be obtained. This must be done in a written disclosure that is mailed, or otherwise delivered, to the consumer at some time before or not later than three days after the date on which the report was first requested. The disclosure must include a statement informing the consumer of his or her right to request additional disclosures of the nature and scope of the investigation as described below, and the summary of consumer rights required by Section 609 of the FCRA. (The summary of consumer rights will be provided by the CRA that conducts the investigation.)
- The user must certify to the CRA that the disclosures set forth above have been made and that the user will make the disclosure described below.
- Upon the written request of a consumer made within a reasonable period of time after the disclosures required above, the user must make a complete disclosure of the nature and scope of the investigation.
- This must be made in a written statement that is mailed or otherwise delivered, to the consumer no later than five days after the date on which the request was received from the consumer or the report was first requested, whichever is later in time.

V. SPECIAL PROCEDURES FOR EMPLOYEE INVESTIGATIONS

Section 603(y) provides special procedures for investigations of suspected misconduct by an employee or for compliance with Federal, state or local laws and regulations or the rules of a self-regulatory organization, and compliance with written policies of the employer. These investigations are not treated as consumer reports so long as the employer or its agent complies with the procedures set forth in Section 603(y), and a summary describing the nature and scope of the inquiry is made to the employee if an adverse action is taken based on the investigation.

VI. OBLIGATIONS OF USERS OF MEDICAL INFORMATION

Section 604(g) limits the use of medical information obtained from consumer reporting agencies (other than payment information that appears in a coded form that does not identify the medical provider). If the information is to be used for an insurance transaction, the consumer must give consent to the user of the report or the information must be coded. If the report is to be used for employment purposes – or in connection with a credit transaction (except as provided in regulations) the consumer must provide specific written consent and the medical information must be relevant. Any user who receives medical information shall not disclose the information to any other person (except where necessary to carry out the purpose for which the information was disclosed, or a permitted by statute, regulation, or order).

VII. OBLIGATIONS OF USERS OF “PRESCREENED” LISTS

The FCRA permits creditors and insurers to obtain limited consumer report information for use in connection with unsolicited offers of credit or insurance under certain circumstances. Sections 603(1), 604(c), 604(e), and 615(d).

This practice is known as “prescreening” and typically involves obtaining from a CRA a list of consumers who meet certain pre-established criteria. If any person intends to use prescreened lists, that person must (1) before the offer is made, establish the criteria that will be relied upon to make the offer and to grant credit or insurance, and (2) maintain such criteria on file for a three-year period beginning on the date on which the offer is made to each consumer. In addition, any user must provide with each written solicitation a clear and conspicuous statement that:

- Information contained in a consumer's CRA file was used in connection with the transaction.
- The consumer received the offer because he or she satisfied the criteria for credit worthiness or insurability used to screen for the offer.
- Credit or insurance may not be extended if, after the consumer responds, it is determined that the consumer does not meet the criteria used for screening or any applicable criteria bearing on credit worthiness or insurability, or the consumer does not furnish required collateral.
- The consumer may prohibit the use of information in his or her file in connection with future prescreened offers of credit or insurance by contacting the notification system established by the CRA that provided the report. The statement must include the address and toll-free telephone number of the appropriate notification system.
- In addition, the CFPB has established the format, type size, and manner of the disclosure required by Section 615(d), with which users must comply. The relevant regulation is 12 CFR 1022.54.

VIII. OBLIGATIONS OF RESELLERS

A. Disclosure and Certification Requirements

Section 607(e) requires any person who obtains a consumer report for resale to take the following steps:

- Disclose the identity of the end-user to the source CRA.
- Identify to the source CRA each permissible purpose for which the report will be furnished to the end-user.
- Establish and follow reasonable procedures to ensure that reports are resold only for permissible purposes, including procedures to obtain:
 - (1.) the identify of all end-users;
 - (2.) certifications from all users of each purpose for which reports will be used; and
 - (3.) certifications that reports will not be used for any purpose other than the purpose(s) specified to the reseller. Resellers must make reasonable efforts to verify this information before selling the report.

B. Reinvestigations by Resellers

Under Section 611(f), if a consumer disputes the accuracy or completeness of information in a report prepared by a reseller, the reseller must determine whether this is a result of an action or omission on its part and, if so, correct or delete the information. If not, the reseller must send the dispute to the source CRA for reinvestigation. When any CRA notifies the reseller of the results of an investigation, the reseller must immediately convey the information to the consumer.

C. Fraud Alerts and Resellers

Section 605A (f) requires resellers who receive fraud alerts or active duty alerts from another consumer reporting agency to include these in their reports.

IX. LIABILITY FOR VIOLATIONS OF THE FCRA

Failure to comply with the FCRA can result in state government or federal government enforcement actions, as well as private lawsuits. Sections 616, 617, and 621. In addition, any person who knowingly and willfully obtains a consumer report under false pretenses may face criminal prosecution. Section 619.

The CFPB's website, www.consumerfinance.gov/learnmore, has more information about the FCRA, including publications for businesses and the full text of the FCRA.

Citations for FCRA sections in the U.S. Code, 15 U.S.C. § 1681 et seq.:

Section 602	Section 609 15 U.S.C. 1681g	Section 620 15 U.S.C. 1681r
Section 603	Section 610 15 U.S.C. 1681h	Section 621 15 U.S.C. 1681s
15 U.S.C. 1681	Section 611 15 U.S.C. 1681i	Section 622 15 U.S.C. 1681s-1
15 U.S.C. 1681a	Section 612 15 U.S.C. 1681j	Section 623 15 U.S.C. 1681s-2
Section 604 15 U.S.C. 1681b	Section 613 15 U.S.C. 1681k	Section 624 15 U.S.C. 1681t
Section 605 15 U.S.C. 1681c	Section 614 15 U.S.C. 1681l	Section 625 15 U.S.C. 1681u
Section 605A 15 U.S.C. 1681c-A	Section 615 15 U.S.C. 1681m	Section 626 15 U.S.C. 1681v
Section 605B 15 U.S.C. 1681c-B	Section 616 15 U.S.C. 1681n	Section 627 15 U.S.C. 1681w
Section 606 15 U.S.C. 1681d	Section 617 15 U.S.C. 1681o	Section 628 15 U.S.C. 1681x
Section 607 15 U.S.C. 1681e	Section 618 15 U.S.C. 1681p	Section 629 15 U.S.C. 1681y
Section 608 15 U.S.C. 1681f	Section 619 15 U.S.C. 1681q	

Exhibit "C"

Requirements for California and Vermont Users

California Users:

Provisions of the California Consumer Credit Reporting Agencies Act, as amended effective July 1, 1998, will impact the provision of consumer reports to Subscriber under the following circumstances: (a) if Subscriber is a "retail seller" (defined in part by California law as "a person engaged in the business of selling goods or services to retail buyers") and is selling to a "retail buyer" (defined as "a person who buys goods or obtains services from a retail seller in a retail installment sale and not principally for purpose of resale") and a consumer about whom Subscriber is inquiring is applying, (b) in person and (c) for credit. Under the foregoing circumstances, ONLINE, before delivering a Consumer Report to Subscriber, must match at least three (3) items of a consumer's identification within the file maintained by the Data Providers with the information provided to Data Provider's via ONLINE by Subscriber in connection with the in-person credit transaction. Compliance with this law further includes Subscriber's inspection of the photo identification of each consumer who applies for in-person credit, mailing extensions of credit to consumer responding to a mail solicitation at a specified address, taking special actions regarding a consumer's presentment of a police report regarding fraud, and acknowledging consumer demands for reinvestigations within certain time frames.

If Subscriber is a "retail seller," Subscriber certifies that it will instruct its employees to inspect a photo identification of the consumer at the time an application is submitted in person. If Subscriber is not currently, but subsequently becomes a "retail seller," Subscriber agrees to provide written notice to ONLINE prior to ordering Consumer Reports in connection with an in-person credit transaction, and agrees to comply with the requirements of the California law as outlined in this Attachment, and with the specific certifications set forth herein.

Subscriber certifies that, as a "retail seller," it will either (a) acquire a new Subscriber number for use in processing Consumer Report inquiries that result from in-person credit applications covered by California law, with the understanding that all inquiries using this new Subscriber number will require that Subscriber supply at least three items of identifying information from the applicant; or (b) contact ONLINE sales representative to ensure that Subscriber's existing Subscriber number is properly coded for these transactions.

Vermont Users:

Subscriber acknowledges that it subscribes to receive various information services from ONLINE, Inc. in accordance with the Vermont Fair Credit Reporting Statute, 9 V.S.A. §2480e (1999), as amended (the "VFCRA") and the Federal Fair Credit Reporting Act, 15, U.S.C. 1681 et. Seq., as amended (the "FCRA") and its other state law counterparts. In connection with Subscriber's continued use of ONLINE Services in relation to Vermont consumers, Subscriber hereby certifies as follows:

Vermont Certification. Subscriber certifies that it will comply with the applicable provisions under Vermont law. In particular, Subscriber certifies that it will order certain information relating to Vermont residents, that are Consumer Reports as defined by the VFCRA, only after Subscriber has received prior consumer consent in accordance with the VFCRA § 2480e and applicable Vermont Rules. Subscriber further certifies that the attached copy § 2480e of the Vermont Fair Credit Reporting Statute was received from ONLINE.

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

§ 2480e. Consumer consent

- (a) A person shall not obtain the credit report of a consumer unless:
 - (1) the report is obtained in response to the order of a court having jurisdiction to issue such an order; or
 - (2) the person has secured the consent of the consumer, and the report is used for the purpose consented to by the consumer.
- (b) Credit reporting agencies shall adopt reasonable procedures to assure maximum possible compliance with the subsection (a) of this section
- (c) Nothing in this section shall be construed to affect:
 - (1) the ability of a person who has secured the consent of the consumer pursuant to subdivision (a) (2) of this section to include in his or her request to the consumer permission to also obtain credit reports, in connection with the same transaction or extension of credit, for the purpose of reviewing the account, increasing the credit line on the account, for the purpose of taking collection action on the account, or for other legitimate purposes associated with the account; and
 - (2) the use of credit information for the purpose of prescreening, as defined and permitted from time to time by the Federal Trade Commission.

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

- (a) A person required to obtain consumer consent pursuant to 9 V.S.A. §§ 2480e and 2480g shall obtain said consent in writing if the consumer has made a written application or written request for credit, insurance, employment, housing or governmental benefit. If the consumer has applied for or requested credit, insurance, employment, housing or governmental benefit in a manner other than in writing, then the person required to obtain consumer consent pursuant to 9 V.S.A. §§2480e and 2480g shall obtain said consent in writing or in the same manner in which the consumer made the application or request. The terms of this rule apply whether the consumer or the person required to obtain consumer consent initiates the transaction.
- (b) Consumer consent required pursuant to 9 V.S.A. §§ 2480e and 2480g shall be deemed to have been obtained in writing if, after a clear and adequate written disclosure of the circumstances under which a credit report or credit reports may be obtained and the purposes for which the credit report or credit reports may be obtained, the consumer indicates his or her consent by providing his or her signature.
- (c) The fact that a clear and adequate written consent form is signed by the consumer after the consumer's credit report has been obtained pursuant to some other form of consent shall not affect the validity of the earlier consent.

Sample

Exhibit “D”

All furnishers of information to consumer reporting agencies must comply with all applicable regulations. Information about applicable regulations currently in effect can be found at the Consumer Financial Protection Bureau’s website, www.consumerfinance.gov/learnmore.

NOTICE TO FURNISHERS OF INFORMATION: OBLIGATIONS OF FURNISHERS UNDER THE FCRA

The federal Fair Credit Reporting Act (FCRA), 15 U.S.C. § 1681-1681y, imposes responsibilities on all persons who furnish information to consumer reporting agencies (CRAs). These responsibilities are found in Section 623 of the FCRA, 15 U.S.C. § 1681s-2. State law may impose additional requirements on furnishers. All furnishers of information to CRAs should become familiar with the applicable laws and may want to consult with their counsel to ensure that they are in compliance. The text of the FCRA is available at the website of the Consumer Financial Protection Bureau (CFPB): www.consumerfinance.gov/learnmore. A list of the sections of the FCRA cross-referenced to the U.S. Code is at the end of this document. Section 623 imposes the following duties upon furnishers:

Accuracy Guidelines

The FCRA requires furnishers to comply with federal guidelines and regulations dealing with the accuracy of information provided to CRAs by furnishers. Federal regulations and guidelines are available at www.consumerfinance.gov/learnmore. Section 623(e).

General Prohibition on Reporting Inaccurate Information

The FCRA prohibits information furnishers from providing information to a CRA that they know or have reasonable cause to believe is inaccurate. However, the furnisher is not subject to this general prohibition if it clearly and conspicuously specifies an address to which consumers may write to notify the furnisher that certain information is inaccurate. Sections 623(a) (1) (A) and (a) (1) (C).

Duty to Correct and Update Information

If at any time a person who regularly and in the ordinary course of business furnishes information to one or more CRAs determines that the information provided is not complete or accurate, the furnisher must promptly provide complete and accurate information to the CRA. In addition, the furnisher must notify all CRAs that received the information of any corrections, and must thereafter report only the complete and accurate information. Section 623(a) (2).

Duties After Notice of Dispute from Consumer

If a consumer notifies a furnisher, at an address specified by the furnisher for such notices, that specific information is inaccurate, and the information is, in fact, inaccurate, the furnisher must thereafter report the correct information to CRAs. Section 623(a) (1) (B).

If a consumer notifies a furnisher that the consumer disputes the completeness or accuracy of any information reported by the furnisher, the furnisher may not subsequently report that information to a CRA without providing notice of the dispute. Section 623(a) (3).

Furnishers must comply with federal regulations that identify when an information furnisher must investigate a dispute made directly to the furnisher by a consumer. Under these regulations, furnishers must complete an investigation within 30 days (or 45 days, if the consumer later provides relevant additional information) unless the dispute is frivolous or irrelevant or comes from a “credit repair organization.” Section 623(a) (8). Federal regulations are available at www.consumerfinance.gov/learnmore. Section 623(a) (8).

Duties After Notice of Dispute from Consumer Reporting Agency

If a CRA notifies a furnisher that a consumer disputes the completeness or accuracy of information provided by the furnisher, the furnisher has a duty to follow certain procedures. The furnisher must:

- ☐ Conduct an investigation and review all relevant information provided by the CRA, including information given to the CRA by the consumer. Sections 623(b) (1) (A) and (b) (1) (B).
- ☐ Report the results to the CRA that referred the dispute, and, if the investigation establishes that the information was, in fact, incomplete or inaccurate, report the results to all CRAs to which the furnisher provided the information that compile and maintain files on a nationwide basis. Sections 623(b) (1) (C) and (b) (1) (D).
- ☐ Complete the above steps within 30 days from the date the CRA receives the dispute (or 45 days, if the consumer later provides relevant additional information to the CRA). Section 623(b) (2).
- ☐ Promptly modify or delete the information, or block its reporting. Section 623(b) (1) (E).

Duty to Report Voluntary Closing of Credit Accounts

If a consumer voluntarily closes a credit account, any person who regularly and in the ordinary course of business furnished information to one or more CRAs must report this fact when it provides information to CRAs for the time period in which the account was closed. Section 623(a) (4).

Duty to Report Dates of Delinquencies

If a furnisher reports information concerning a delinquent account placed for collection, charged to profit or loss, or subject to any similar action, the furnisher must, within 90 days after reporting the information, provide the CRA with the month and the year of the commencement

of the delinquency that immediately preceded the action, so that the agency will know how long to keep the information in the consumer's file. Section 623(a) (5).

Any person, such as a debt collector, that has acquired or is responsible for collecting delinquent accounts and that reports information to CRAs may comply with the requirements of Section 623(a)(5) (until there is a consumer dispute) by reporting the same delinquency date previously reported by the creditor. If the creditor did not report this date, they may comply with the FCRA by establishing reasonable procedures to obtain and report delinquency dates, or, if a delinquency date cannot be reasonably obtained, by following reasonable procedures to ensure that the date reported precedes the date when the account was placed for collection, charged to profit or loss, or subjected to any similar action. Section 623(a) (5).

Duties of Financial Institutions When Reporting Negative Information

Financial institutions that furnish information to "nationwide" consumer reporting agencies, as defined in Section 603(p), must notify consumers in writing if they may furnish or have furnished negative information to a CRA. Section 623(a) (7). The CFPB has prescribed model disclosures, 12 CFR Part 1022, App. B.

Duties When Furnishing Medical Information

A furnisher whose primary business is providing medical services, products, or devices (and such furnisher's agents or assignees) is a medical information furnisher for the purposes of the FCRA and must notify all CRAs to which it reports of this fact. Section 623(a) (9). This notice will enable CRAs to comply with their duties under Section 604(g) when reporting medical information.

Duties when ID Theft Occurs

All furnishers must have in place reasonable procedures to respond to notifications from CRAs that information furnished is the result of identity theft, and to prevent refurnishing the information in the future. A furnisher may not furnish information that a consumer has identified as resulting from identity theft unless the furnisher subsequently knows or is informed by the consumer that the information is correct. Section 623(a) (6). If a furnisher learns that it has furnished inaccurate information due to identity theft, it must notify each CRA of the correct information and must thereafter report only complete and accurate information. Section 623(a) (2). When any furnisher of information is notified pursuant to the procedures set forth in Section 605B that a debt has resulted from identity theft, the furnisher may not sell, transfer, or place for collection the debt except in certain limited circumstances. Section 615(f).

The CFPB's website, www.consumerfinance.gov/learnmore, has more information about the FCRA, including publications for businesses and the full text of the FCRA.

Citations for FCRA sections in the U.S. Code, 15 U.S.C. § 1681 et seq.:

Section 602 15 U.S.C. 1681 Section 615 15 U.S.C. 1681m
Section 603 15 U.S.C. 1681a Section 616 15 U.S.C. 1681n
Section 604 15 U.S.C. 1681b Section 617 15 U.S.C. 1681o
Section 605 15 U.S.C. 1681c Section 618 15 U.S.C. 1681p
Section 605A 15 U.S.C. 1681c-A Section 619 15 U.S.C. 1681q
Section 605B 15 U.S.C. 1681c-B Section 620 15 U.S.C. 1681r
Section 606 15 U.S.C. 1681d Section 621 15 U.S.C. 1681s
Section 607 15 U.S.C. 1681e Section 622 15 U.S.C. 1681s-1
Section 608 15 U.S.C. 1681f Section 623 15 U.S.C. 1681s-2
Section 609 15 U.S.C. 1681g Section 624 15 U.S.C. 1681t
Section 610 15 U.S.C. 1681h Section 625 15 U.S.C. 1681u
Section 611 15 U.S.C. 1681i Section 626 15 U.S.C. 1681v
Section 612 15 U.S.C. 1681j Section 627 15 U.S.C. 1681w
Section 613 15 U.S.C. 1681k Section 628 15 U.S.C. 1681x
Section 614 15 U.S.C. 1681l Section 629 15 U.S.C. 1681y

Exhibit “E”

Access Security Requirements

The following information security controls are required to reduce unauthorized access to consumer information. It is your company's responsibility to implement these controls. ONLINE reserves the right to make changes to these Access Security Requirements without prior notification. The information provided herewith provides minimum baselines for information security

In accessing ONLINE's Services, Subscriber agrees to follow these security requirements. These requirements are applicable to all systems and devices used to access, transmit, process, or store ONLINE data.

1. Implement Strong Access Control Measures

- 1.1 All credentials such as Subscriber Code number, Subscriber Code passwords, User names/identifiers (user IDs) and user passwords must be kept confidential and must not be disclosed to an unauthorized party. No one from ONLINE will ever contact you and request your credentials.
- 1.2 If using third party or proprietary system to access ONLINE's systems, ensure that the access must be preceded by authenticating users to the application and/or system (e.g. application based authentication, Active Directory, etc.) utilized for accessing ONLINE's data/systems.
- 1.3 If the third party or third party software or proprietary system or software, used to access ONLINE data/systems, is replaced or no longer in use, the passwords should be changed immediately.
- 1.4 Create a unique user ID for each user to enable individual authentication and accountability for access to ONLINE's infrastructure. Each user of the system access software must also have a unique logon password.
- 1.5 User IDs and passwords shall only be assigned to authorized individuals based on least privilege necessary to perform job responsibilities.
- 1.6 User IDs and passwords must not be shared, posted, or otherwise divulged in any manner.
- 1.7 Develop strong passwords that are:
 - Not easily guessable (i.e. your name or company name, repeating numbers and letters or consecutive numbers and letters)
 - Contain a minimum of eight (8) alphabetic and numeric characters for standard user accounts
 - For interactive sessions (i.e. non system-to-system) ensure that passwords/passwords are changed periodically (every 90 days is recommended)
- 1.8 Passwords (e.g. subscriber code passwords, user password) must be changed immediately when:
 - Any system access software is replaced by another system access software or is no longer used
 - The hardware on which the software resides is upgraded, changed or disposed
 - Any suspicion of password being disclosed to an unauthorized party (see section 4.3 for reporting requirements)
- 1.9 Ensure that passwords are not transmitted, displayed or stored in clear text; protect all end user (e.g. internal and external) passwords using, for example, encryption or a cryptographic hashing algorithm also known as "one-way" encryption. When using encryption, ensure that strong encryption algorithm are utilized (e.g. AES 256 or above).
- 1.10 Implement password protected screensavers with a maximum fifteen (15) minute timeout to protect unattended workstations. Systems should be manually locked before being left unattended.
- 1.11 Active logins to credit information systems must be configured with a 30 minute inactive session timeout.
- 1.12 Ensure that personnel who are authorized access to credit information have a business need to access such information and understand these requirements to access such information are only for the permissible purposes listed in the Permissible Purpose Information section of the membership application.
- 1.13 Subscriber must NOT install Peer-to-Peer file sharing software on systems used to access, transmit or store ONLINE data.
- 1.14 Ensure that Subscriber employees do not access their own credit reports or those reports of any family member(s) or friend(s) unless it is in connection with a credit transaction or for another permissible purpose.
- 1.15 Implement a process to terminate access rights immediately for users who access ONLINE credit information when those users are terminated or when they have a change in their job tasks and no longer require access to that credit information.
- 1.16 Implement a process to perform periodic user account reviews to validate whether access is needed as well as the privileges assigned.
- 1.17 Implement a process to periodically review user activities and account usage, ensure the user activities are consistent with the individual job responsibility, business need, and in line with contractual obligations.
- 1.18 Implement physical security controls to prevent unauthorized entry to Subscriber's facility and access to systems used to obtain credit information. Ensure that access is controlled with badge readers, other systems, or devices including authorized lock and key.

2. Maintain a Vulnerability Management Program

- 2.1 Keep operating system(s), firewalls, routers, servers, personal computers (laptops and desktops) and all other systems current with appropriate system patches and updates.
- 2.2 Configure infrastructure such as firewalls, routers, servers, tablets, smart phones, personal computers (laptops and desktops), and similar components to industry best security practices, including disabling unnecessary services or features,

and removing or changing default passwords, IDs and sample files/programs, and enabling the most secure configuration features to avoid unnecessary risks.

- 2.3 Implement and follow current best security practices for computer virus detection scanning services and procedures:
- Use, implement and maintain a current, commercially available anti-virus software on all systems, if applicable anti-virus technology exists. Anti-virus software deployed must be capable to detect, remove, and protect against all known types malicious software such as viruses, worms, spyware, adware, Trojans, and root-kits.
 - Ensure that all anti-virus software is current, actively running, and generating audit logs; ensure that anti-virus software is enabled for automatic updates and performs scans on a regular basis.
 - If you suspect an actual or potential virus infecting a system, immediately cease accessing the system and do not resume the inquiry process until the virus has been eliminated.

3. Protect Data

- 3.1 Develop and follow procedures to ensure that data is protected throughout its entire information lifecycle (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.).
- 3.2 ONLINE data is classified Confidential and must be secured to in accordance with the requirements mentioned in this document at a minimum.
- 3.3 Procedures for transmission, disclosure, storage, destruction and any other information modalities or media should address all aspects of the lifecycle of the information.
- 3.4 Encrypt all ONLINE data and information when stored electronically on any system including but not limited to laptops, tablets, personal computers, servers, databases using strong encryption such AES 256 or above.
- 3.5 ONLINE data must not be stored locally on smart tablets and smart phones such as iPads, iPhones, Android based devices, etc.
- 3.6 When using smart tablets or smart phones to access ONLINE data, ensure that such devices are protected via device pass-code.
- 3.7 Applications utilized to access ONLINE data via smart tablets or smart phones must protect data while in transmission such as SSL protection and/or use of VPN, etc.
- 3.8 Only open email attachments and links from trusted sources and after verifying legitimacy.
- 3.9 When no longer in use, ensure that hard-copy materials containing ONLINE data are crosscut shredded, incinerated, or pulped such that there is reasonable assurance the hard-copy materials cannot be reconstructed.
- 3.10 When no longer in use, electronic media containing ONLINE data is rendered unrecoverable via a secure wipe program in accordance with industry-accepted standards for secure deletion, or otherwise physically destroying the media (for example, degaussing).

4. Maintain an Information Security Policy

- 4.1 Develop and follow a security plan to protect the confidentiality and integrity of personal consumer information as required under the GLB Safeguards Rule.
- 4.2 Suitable to complexity and size of the organization, establish and publish information security and acceptable user policies identifying user responsibilities and addressing requirements in line with this document and applicable laws and regulations.
- 4.3 Establish processes and procedures for responding to security violations, unusual or suspicious events and similar incidents to limit damage or unauthorized access to information assets and to permit identification and prosecution of violators. *If you believe ONLINE data may have been compromised, immediately notify ONLINE within twenty-four (24) hours or per agreed contractual notification timeline (See also Section 8).*
- 4.4 The FACTA Disposal Rules requires that Subscriber implement appropriate measures to dispose of any sensitive information related to consumer credit reports and records that will protect against unauthorized access or use of that information.
- 4.5 Implement and maintain ongoing mandatory security training and awareness sessions for all staff to underscore the importance of security in the organization.
- 4.6 When using third party service providers (e.g. application service providers) to access, transmit, store or process ONLINE data, ensure that service provider is compliant with Experian Independent Third Party Assessment (EI3PA) program, and registered in Experian list of compliant service providers. If the service provider is in process of becoming compliant, it is Subscriber responsibility to ensure the service provider is engaged with ONLINE and exception is granted in writing. *Approved certifications in lieu of E/3PA can be found in the Glossary section.*

5. Build and Maintain a Secure Network

- 5.1 Protect Internet connections with dedicated, industry-recognized firewalls that are configured and managed using industry best security practices.
- 5.2 Internal private Internet Protocol (IP) addresses must not be publicly accessible or natively routed to the Internet. Network address translation (NAT) technology should be used.
- 5.3 Administrative access to firewalls and servers must be performed through a secure internal wired connection only.
- 5.4 Any stand-alone computers that directly access the Internet must have a desktop firewall deployed that is installed and configured to block unnecessary/unused ports, services, and network traffic.
- 5.5 Change vendor defaults including but not limited to passwords, encryption keys, SNMP strings, and any other vendor defaults.

- 5.6 For wireless networks connected to or used for accessing or transmission of ONLINE data, ensure that networks are configured and firmware on wireless devices updated to support strong encryption (for example, IEEE 802.11i) for authentication and transmission over wireless networks.
- 5.7 When using service providers (e.g. software providers) to access ONLINE systems, access to third party tools/services must require multi-factor authentication.

6. Regularly Monitor and Test Networks

- 6.1 Perform regular tests on information systems (port scanning, virus scanning, internal/external vulnerability scanning). Ensure that issues identified via testing are remediated according to the issue severity (e.g. fix critical issues immediately, high severity in 15 days, etc.)
- 6.2 Ensure that audit trails are enabled and active for systems and applications used to access, store, process, or transmit ONLINE data; establish a process for linking all access to such systems and applications. Ensure that security policies and procedures are in place to review security logs on daily or weekly basis and that follow-up to exceptions is required.
- 6.3 Use current best practices to protect telecommunications systems and any computer system or network device(s) used to provide Services hereunder to access ONLINE systems and networks. These controls should be selected and implemented to reduce the risk of infiltration, hacking, access penetration or exposure to an unauthorized third party by:
- protecting against intrusions;
 - securing the computer systems and network devices;
 - and protecting against intrusions of operating systems or software.

7. Mobile and Cloud Technology

- 7.1 Storing ONLINE data on mobile devices is prohibited. Any exceptions must be obtained from ONLINE in writing; additional security requirements will apply.
- 7.2 Mobile applications development must follow industry known secure software development standard practices such as OWASP and OWASP Mobile Security Project adhering to common controls and addressing top risks.
- 7.3 Mobile applications development processes must follow secure software assessment methodology which includes appropriate application security testing (for example: static, dynamic analysis, penetration testing) and ensuring vulnerabilities are remediated.
- 7.4 Mobility solution server/system should be hardened in accordance with industry and vendor best practices such as Center for Internet Security (CIS) benchmarks, NIS, NSA, DISA and/or other.
- 7.5 Mobile applications and data shall be hosted on devices through a secure container separate from any personal applications and data. See details below. Under no circumstances is ONLINE data to be exchanged between secured and non-secured applications on the mobile device.
- 7.6 In case of non-consumer access, that is, commercial/business-to-business (B2B) users accessing ONLINE data via mobile applications (internally developed or using a third party application), ensure that multi-factor authentication and/or adaptive/risk-based authentication mechanisms are utilized to authenticate users to application.
- 7.7 When using cloud providers to access, transmit, store, or process ONLINE data ensure that:
- Appropriate due diligence is conducted to maintain compliance with applicable laws and regulations and contractual obligations
 - Cloud providers must have gone through independent audits and are compliant with one or more of the following standards, or a current equivalent as approved/recognized by ONLINE:
 - ISO 27001
 - PCIDSS
 - EI3PA
 - SSAE 16- SOC 2 or SOC3
 - FISMA
 - CAI / CCM assessment

8. General

- 8.1 ONLINE may from time to time audit the security mechanisms Subscriber maintains to safeguard access to ONLINE information, systems and electronic communications. Audits may include examination of systems security and associated administrative practices
- 8.2 In cases where the Subscriber is accessing ONLINE information and systems via third party software, the Subscriber agrees to make available to ONLINE upon request, audit trail information and management reports generated by the vendor software, regarding Subscriber individual Authorized Users.
- 8.3 Subscriber shall be responsible for and ensure that third party software, which accesses ONLINE information systems, is secure, and protects this vendor software against unauthorized modification, copy and placement on systems which have not been authorized for its use.
- 8.4 Subscriber shall conduct software development (for software which accesses ONLINE information systems; this applies to both in-house and outsourced software development) based on the following requirements:
 - 8.4.1 Software development must follow industry known secure software development standard practices such as OWASP adhering to common controls and addressing top risks.
 - 8.4.2 Software development processes must follow secure software assessment methodology which includes appropriate application security testing (for example: static, dynamic analysis, penetration testing) and ensuring vulnerabilities are remediated.
 - 8.4.3 Software solution server/system should be hardened in accordance with industry and vendor best practices such as Center for Internet Security (CIS) benchmarks, NIS, NSA, DISA and/or other.
- 8.5 Reasonable access to audit trail reports of systems utilized to access ONLINE systems shall be made available to ONLINE upon request, for example during breach investigation or while performing audits
- 8.6 Data requests from Subscriber to ONLINE must include the IP address of the device from which the request originated (i.e., the requesting client's IP address), where applicable.
- 8.7 Subscriber shall report actual security violations or incidents that impact ONLINE to ONLINE within twenty-four (24) hours or per agreed contractual notification timeline. Subscriber agrees to provide notice to ONLINE of any confirmed security breach that may involve data related to the contractual relationship, to the extent required under and in compliance with applicable law. Telephone notification is preferred at 800-234-7683, Email notification will be sent to tech@ONLINEis.com.
- 8.8 Subscriber acknowledges and agrees that the Subscriber (a) has received a copy of these requirements, (b) has read and understands Subscriber's obligations described in the requirements, (c) will communicate the contents of the applicable requirements contained herein, and any subsequent updates hereto, to all employees that shall have access to ONLINE services, systems or data, and (d) will abide by the provisions of these requirements when accessing ONLINE data.
- 8.9 Subscriber understands that its use of ONLINE networking and computing resources may be monitored and audited by ONLINE, without further notice.
- 8.10 Subscriber acknowledges and agrees that it is responsible for all activities of its employees/Authorized users, and for assuring that mechanisms to access ONLINE Services or data are secure and in compliance with its membership agreement.
- 8.11 When using third party service providers to access, transmit, or store ONLINE data, additional documentation may be required by ONLINE.

Record Retention: The Federal Equal Credit Opportunity Act states that a creditor must preserve all written or recorded information connected with an application for 25 months. In keeping with the ECOA, ONLINE requires that you retain the credit application and, if applicable, a purchase agreement for a period of not less than 25 months. When conducting an investigation, particularly following a consumer complaint that your company impermissibly accessed their credit report, ONLINE will contact you and will request a copy of the original application signed by the consumer or, if applicable, a copy of the sales contract.

"Under Section 621 (a) (2) (A) of the FCRA, any person that violates any of the provisions of the FCRA may be liable for a civil penalty of not more than \$3,500 per violation."

Internet Delivery Security Requirements

In addition to the above, the following requirements apply where Subscriber and their employees or an authorized agent/s acting on behalf of the Subscriber are provided access to ONLINE provided Services via Internet ("Internet Access").

General requirements:

1. The Subscriber shall designate in writing, an employee to be its Head Security Designate, to act as the primary interface with ONLINE on systems access related matters. The Subscriber's Head Security Designate will be responsible for establishing, administering and monitoring all Subscriber employees' access to ONLINE provided Services which are delivered over the Internet ("Internet access"), or approving and establishing Security Designates to perform such functions.

2. The Subscriber's Head Security Designate or Security Designate shall in turn review all employee requests for Internet access approval. The Head Security Designate or its Security Designate shall determine the appropriate access to each ONLINE product based upon the legitimate business needs of each employee. ONLINE shall reserve the right to terminate any accounts it deems a security threat to its systems and/or consumer data.
3. Unless automated means become available, the Subscriber shall request employee's (Internet) user access via the Head Security Designate/Security Designate in writing, in the format approved by ONLINE. Those employees approved by the Head Security Designate or Security Designate for Internet access ("Authorized Users") will be individually assigned unique access identification accounts ("User ID") and passwords/passphrases (this also applies to the unique Server-to-Server access IDs and passwords/passphrases). ONLINE's approval of requests for (Internet) access may be granted or withheld in its sole discretion. ONLINE may add to or change its requirements for granting (Internet) access to the Services at any time (including, without limitation, the imposition of fees relating to (Internet) access upon reasonable notice to Subscriber), and reserves the right to change passwords/passphrases and to revoke any authorizations previously granted. *Note: Partially completed forms and verbal requests will not be accepted.*
4. An officer of the Subscriber agrees to notify ONLINE in writing immediately if it wishes to change or delete any employee as a Head Security Designate, Security Designate, or Authorized User; or if the identified Head Security Designate Security Designate or Authorized User is terminated or otherwise loses his or her status as an Authorized User.

Roles and Responsibilities

1. Subscriber agrees to identify an employee it has designated to act on its behalf as a primary interface with ONLINE on systems access related matters. This individual shall be identified as the "Head Security Designate." The Head Security Designate can further identify a Security Designate(s) to provide the day to day administration of the Authorized Users. Security Designate(s) must be an employee and a duly appointed representative of the Subscriber and shall be available to interact with ONLINE on information and product access, in accordance with these ONLINE Access Security Requirements. The Head Security Designate Authorization Form must be signed by a duly authorized representative of the Subscriber. Subscriber's duly authorized representative (e.g. contracting officer, security manager, etc.) must authorize changes to Subscriber's Head Security Designate. The Head Security Designate will submit all requests to create, change or lock Security Designate and/or Authorized User access accounts and permissions to ONLINE's systems and information (via the Internet). Changes in Head Security Designate status (e.g. transfer or termination) are to be reported to ONLINE immediately.
2. As a Client to ONLINE's products and Services via the Internet, the Head Security Designate is acting as the duly authorized representative of Subscriber.
3. The Security Designate may be appointed by the Head Security Designate as the individual that the Subscriber authorizes to act on behalf of the business in regards to ONLINE product access control (e.g. request to add/change/remove access). The Subscriber can opt to appoint more than one Security Designate (e.g. for backup purposes). The Subscriber understands that the Security Designate(s) it appoints shall be someone who will generally be available during normal business hours and can liaise with ONLINE's Security Administration group on information and product access matters.
4. The Head Designate shall be responsible for notifying their corresponding ONLINE representative in a timely fashion of any Authorized User accounts (with their corresponding privileges and access to application and data) that are required to be terminated due to suspicion (or actual) threat of system compromise, unauthorized access to data and/or applications, or account inactivity.

Designate:

1. Must be an employee and duly appointed representative of Subscriber, identified as an approval point for Subscriber's Authorized Users.
2. Is responsible for the initial and on-going authentication and validation of Subscriber's Authorized Users and must maintain current information about each (phone number, valid email address, etc.).
3. Is responsible for ensuring that proper privileges and permissions have been granted in alignment with Authorized User's job responsibilities.
4. Is responsible for ensuring that Subscriber's Authorized Users are authorized to access ONLINE products and Services.
5. Must disable Authorized User ID if it becomes compromised or if the Authorized User's employment is terminated by Subscriber.
6. Must immediately report any suspicious or questionable activity to ONLINE regarding access to ONLINE's products and Services.
7. Shall immediately report changes in their Head Security Designate's status (e.g. transfer or termination) to ONLINE.
8. Will provide first level support for inquiries about passwords/passphrases or IDs requested by your Authorized Users.
9. Shall be available to interact with ONLINE when needed on any system or user related matters.

Glossary

Term	Definition
Computer Virus	A Computer Virus is a self-replicating computer program that alters the way a computer operates, without the knowledge of the user. A true virus replicates and executes itself. While viruses can be destructive by destroying data, for example, some viruses are benign or merely annoying.
Confidential	Very sensitive information. Disclosure could adversely impact your company.
Encryption	Encryption is the process of obscuring information to make it unreadable without special knowledge.
Firewall	In computer science, a Firewall is a piece of hardware and/or software which functions in a networked environment to prevent unauthorized external access and some communications forbidden by the security policy, analogous to the function of Firewalls in building construction. The ultimate goal is to provide controlled connectivity between zones of differing trust levels through the enforcement of a security policy and connectivity model based on the least privilege principle.
Information Lifecycle	(Or Data Lifecycle) is a management program that considers the value of the information being stored over a period of time, the cost of its storage, its need for availability for use by authorized users, and the period of time for which it must be retained.
IPAddress	A unique number that devices use in order to identify and communicate with each other on a computer network utilizing the Internet Protocol standard (IP). Any All participating network devices- including routers, computers, time-servers, printers, Internet fax machines, and some telephones- must have its own unique IP address. Just as each street address and phone number uniquely identifies a building or telephone, an IP address can uniquely identify a specific computer or other network device on a network. It is important to keep your IP address secure as hackers can gain control of your devices and possibly launch an attack on other devices.
Peer-to-Peer	A type of communication found in a system that uses layered protocols. Peer-to-Peer networking is the protocol often used for reproducing and distributing music without permission.
Router	A Router is a computer networking device that forwards data packets across a network via routing. A Router acts as a junction between two or more networks transferring data packets.
Spyware	Spyware refers to a broad category of malicious software designed to intercept or take partial control of a computer's operation without the consent of that machine's owner or user. In simpler terms, spyware is a type of program that watches what users do with their computer and then sends that information over the internet.
Subscriber Code	Your seven digit ONLINE account number.
Experian Independent Third Party Assessment Program	The Experian Independent 3rd Party Assessment is an annual assessment of an Experian Reseller's ability to protect the information they purchase from Experian. E13PA'sr.' requires an evaluation of a Reseller's information security by an independent assessor, based on requirements provided by Experian. E13PA'sr.' also establishes quarterly scans of networks for vulnerabilities.

ISO 27001/27002	IS 27001 is the specification for an ISMS, an Information Security Management System (it replaced the old BS7799-2 standard) The ISO 27002 standard is the rename of the ISO 17799 standard, and is a code of practice for information security. It basically outlines hundreds of potential controls and control mechanisms, which may be implemented, in theory, subject to the guidance provided within ISO 27001.
PCIDSS	The Payment Card Industry Data Security Standard (PCI DSS) is a proprietary information security standard for organizations that handle cardholder information for the major debit, credit, prepaid, e-purse, ATM, and POS cards.
SSAE 16 SOC 2, SOC3	Statement on Standards for Attestation Engagements (SSAE) No. 1 SOC 2 Report on Controls Related to Security, Availability, Processing Integrity, Confidentiality, and Privacy. The SOC 3 Report, just like SOC 2, is based upon the same controls as SOC 2, the difference being that a SOC 3 Report does not detail the testing performed (it is meant to be used as marketing material).
FISMA	The Federal Information Security Management Act (FISMA) is United States legislation that defines a comprehensive framework to protect government information, operations and assets against natural or man-made threats. FISMA was signed into law part of the Electronic Government Act of 2002.
CAI/CCM	Cloud Security Alliance Consensus Assessments Initiative (CAI) was launched to perform research, create tools and create industry partnerships to enable cloud computing assessments. The Cloud Security Alliance Cloud Controls Matrix (CCM) is specifically designed to provide fundamental security principles to guide cloud vendors and to assist prospective cloud customers in assessing the overall security risk of a cloud provider.

Exhibit “F”

Death Master File Access Requirements

Subscriber agrees that based on its use of the Services that it may receive information for the Social Security Administrations Death Master File (DMF). Subscriber hereby warrants and agrees to the following requirements as users of the DMF.

- A. Subscriber agrees to restrict Subscriber's use of deceased flags or other indicia within ONLINE's Services to legitimate fraud prevention or business purposes in compliance with applicable laws, rules and regulations and consistent with Subscriber's applicable Fair Credit Reporting Act (15 U.S.C. §1681 et seq.) or Gramm-Leach-Bliley Act (15 U.S.C. § 6801 et seq.) use.
- B. Subscriber certifies it will not take any adverse action against any consumer without further investigation to verify the information from the deceased flags or other indicia within ONLINE's Services.
- C. Subscriber has systems, facilities, and procedures in place to safeguard the accessed information; experience in maintaining the confidentiality, security, and appropriate use of the accessed information, pursuant to requirements similar to the requirements of section 6103(p)(4) of the Internal Revenue Code of 1986; and agrees to satisfy the requirements of such section 6103(p)(4) as if such section applied to Subscriber; and Subscriber shall not disclose information derived from the DMF to the consumer or any third party, unless clearly required by law.
- D. Subscriber acknowledges that failure to comply with the provisions above may subject Subscriber to penalties under 15 CFR 1110.200 of \$1,000 for each disclosure or use, up to a maximum of \$250,000 in penalties per calendar year.
- E. Subscriber shall indemnify and hold harmless the TransUnion and the U.S. Government/NTIS from all claims, demands, damages, expenses, and losses, whether sounding in tort, contract or otherwise, arising from or in connection with End User's, or End User's employees, contractors, or subcontractors, use of the DMF. This provision shall survive termination of the Agreement and will include any and all claims or liabilities arising from intellectual property rights.
- F. Neither the Data Providers nor the U.S. Government/NTIS (a) make any warranty, express or implied, with respect to information provided under this Section of the Policy, including, but not limited to, implied warranties of merchantability and fitness for any particular use; (b) assume any liability for any direct, indirect or consequential damages flowing from any use of any part of the DMF, including infringement of third party intellectual property rights; and (c) assume any liability for any errors or omissions in the DMF. The DMF does have inaccuracies and NTIS and the Social Security Administration (SSA), which provides the DMF to NTIS, does not guarantee the accuracy of the DMF. SSA does not have a death record for all deceased persons. Therefore, the absence of a particular person on the DMF is not proof that the individual is alive. Further, in rare instances, it is possible for the records of a person who is not deceased to be included erroneously in the DMF.
- G. If an individual claims that SSA has incorrectly listed someone as deceased (or has incorrect dates/data on the DMF), the individual should be told to contact to their local Social Security office (with proof) to have the error corrected. The local Social Security office will:
 - a. Make the correction to the main NUMIDENT file at SSA and give the individual a verification document of SSA's current records to use to show any company, recipient/purchaser of the DMF that has the error; OR,
 - b. Find that SSA already has the correct information on the main NUMIDENT file and DMF (probably corrected sometime prior), and give the individual a verification document of SSA's records to use to show to any company subscriber/ purchaser of the DMF that had the error.



Subscriber Service Application

Company Name: «Accounts name»
Office Address: «Accounts_shipping_address_street»
«Accounts_shipping_address_city», «Accounts_shipping_address_state»
«Accounts_shipping_address_postalcode»
County: _____
Main Phone Number: «Accounts_phone_office»
Office Hours: _____ Days of the week: _____
Mailing Address: «Accounts_billing_address_street»
«Accounts_billing_address_city», «Accounts_billing_address_state»
«Accounts_billing_address_postalcode»
Company Website: _____

Affiliated or Parent Company Information

Affiliated or Parent Company: _____
Address: _____
City: _____
State: _____ Zip: _____
Contact Name: _____ Phone: (____) _____

BANK REFERENCE

Bank Name: _____
Address: _____
City: _____
State: _____ Zip: _____
Bank Contact: _____ Phone: (____) _____
Account Number(s): _____

2 BUSINESS REFERENCES

(1)Business Name: _____
Address: _____
City, State Zip: _____
Contact Person: _____
Phone: (_____) _____

(2)Business Name: _____
Address: _____
City, State Zip: _____
Contact Person: _____
Phone: (_____) _____

PLEASE ANSWER THE FOLLOWING QUESTIONS

Industry: _____ Nature of Company's Business _____

How long has company been in existence: _____ Yrs _____ Mths

Does your company own the properties you manage? _____ Yes _____ No
(If you do not own the properties you manage ONLINE will need a copy of your management agreement with one of your customers.)

Will you be printing and storing reports? (Please check one) _____ Yes _____ No
(If you will be printing and storing the ONLINE Rental Exchange Reports you are required to have them stored in a locking file cabinet)

Is your computer server in a locked room? (Please check one) _____ Yes _____ No

Do you have permanent signage at your office location that matches the company name on the Subscriber Agreement? (Please check one) _____ Yes _____ No

Do you lease or own your office location? (Please check one) _____ Own _____ Lease
(If you lease your office location, please provide a copy of your signed lease.)

How long have you been at this office location? _____ Yrs _____ Mths

Is office location a Commercial Building or Residence? _____

Do you have investigation License? (Please check one) _____ Yes _____ No

Estimated # of Consumer Reports you will access monthly: _____

How will you access the Consumer Reports? (Please check one) _____ Personal Computer _____ Other

Is the company Tax Exempt? _____ Yes _____ No If Yes, please provide tax exemption form.

Signature

Print Name/Title

Date

Thank you for completing the Subscriber Application for Service.

Initial

New Customer Setup Form

If you have any questions regarding how to fill out this form please contact your ONLINE Account Executive at (866) 630-6400.

ONLINE Account Executive: _____

BILLING/MONTHLY PAYMENT METHOD

Credit Card: Y / N

Bank Draft: Y / N

Do you want your properties set-up individually for billing purposes: Y/ N?

If you do want your properties setup individually for billing purposes and you have more than 10 properties please contact your ONLINE Account Executive so they can supply you with the sample Excel spreadsheet we will need.

PROPERTY MANAGEMENT SOFTWARE:

Software Vendor: «Accounts software vendor c»

Version: «Accounts software version c»

Will you be using the interface? Y / N

If ONLINE does not have an interface with your property management software currently, please contact your ONLINE Account Executive to inquire about having one developed.

ACCESS SECURITY REQUIREMENT

ONLINE requires Subscribers to utilize ONLINE's IP Address Restriction security feature. This prevents someone from obtaining user credentials and accessing information from outside your company's physical location. If you do not have static IP Addresses ONLINE has an alternate solution. Please check option below.

IP Address: _____

IP Address Range: _____ - _____

I do not have static IP Addresses ____.

CREDIT SCORE RANGES:

Please fill out what you want your Score break points to be for your different leasing decisions.

Example: If you want a score of 680 and above to be Green with the decision message of Approved, next to Green below you would put 680-850 and under Message you would put Approved. If you would prefer the Decision Message to be a dollar figure you can have that displayed too.

Score Breaks	Message: (Approved, Conditional, Denied)
Green: _____ - _____	_____
Yellow: _____ - _____	_____
Red: _____ - _____	_____

There will be cases when a credit file will be unscorable. An example would be for an applicant who maybe really young and may not have established enough credit yet. ONLINE has developed additional options to handle these types of credit files. Please circle your choices below.

No Score is Forced Decision: Yes/No (If this option is Yes, please complete the options below.)

No Score No Credit History: Red / Yellow / Green

No Score All Previous Credit History is Equally Positive and Negative: Red / Yellow / Green

No Score All Previous Credit History is Positive: Red / Yellow / Green

No Score All Previous Credit History is Negative: Red / Yellow / Green

No Score Previous Credit History is more Positive than Negative: Red / Yellow / Green

No Score Previous Credit History is more Negative than Positive: Red / Yellow / Green

ONLINE has developed Subscriber options on what decisions are returned on credit files which contain bankruptcy information. If you choose any option other than Default below, when a Bankruptcy, meeting your criteria, is on a credit file it will override the credit score decision and return the light decision you choose below.

Bankruptcy 7 Active: Default / Red / Yellow / Green

Bankruptcy 7 Discharged/Dismissed: Default / Red / Yellow / Green

Max Years to Consider Chapter 7: _____ years

Bankruptcy 13 Active: Default / Red / Yellow / Green

Bankruptcy 13 Discharged/Dismissed: Default / Red / Yellow / Green

Max Years to Consider Chapter 13: _____ years

ONLINE has developed additional logic which looks for specific types of accounts by industry on the credit file that you may want to force to a Red Light decision regardless of the credit score. If you choose anything other than Default it will override the credit score decision.

Unpaid Rental Debts: Default / Red

Unpaid Utility Debts: Default / Red

Unpaid Telecomm Debts: Default / Red

EVICTON SETTINGS:

Hide records that are not actual Evictions: Y / N

*If Y is selected all Civil Filings would be suppressed from the files, returning only Forcible Detainers and/or Monetary Judgments.

Limit Eviction Records to ____ # of Years:

*(7 year limit due to FCRA)

USER SETUP FORM

Define what your Users will be able to do and see on the reports:

Admin and Supervisors have access to view all Rental Exchange Report options. Users can be limited to viewing those parts of the Rental Exchange Report you wish them to see. Please define what you want your User level individuals to be able to do and view.

Allow Access to Criminal Reports	☐ Y/N
Allow Access to Eviction Report	☐ Y/N
Show ID Verification:	☐ Y/N
Show Score:	☐ Y/N
Show Summary of Accounts	☐ Y/N
Show Exchange Results	☐ Y/N
Show Public Records:	☐ Y/N
Show Charge Offs	☐ Y/N
Show Collections	☐ Y/N
Show Late Pays	☐ Y/N
Show Positive Accounts	☐ Y/N
Show Residential History	☐ Y/N
Show Employment History	☐ Y/N
Show Inquiries	☐ Y/N

*****Certain Interfaces require these to match your Property Management Software logins*****

Ask your ONLINE Account Executive if this applies to your Users

<u>User Full Name</u>	<u>User Name</u>	<u>User Password</u>	<u>User Email Address</u>	Admin, Supervisor, User
				A/S/U
				A/S/U
				A/S/U
				A/S/U
				A/S/U
				A/S/U
				A/S/U
				A/S/U
				A/S/U
				A/S/U
				A/S/U
				A/S/U

Customer Contacts

Inspection Contact Person:

Name: _____

PH: _____

Email: _____

Alternate Inspection Contact:

Name: _____

PH: _____

Email: _____

Training Contact:

Name: _____

PH: _____

Email: _____

Administrative Contact:

Name: _____

Title: _____

PH: _____

Receive Billing: Y/N

FX: _____

Receive Announcements: Y/N

Email: _____

Alternate Administrative Contact:

Name: _____

Title: _____

PH: _____

Receive Billing: Y/N

FX: _____

Receive Announcements: Y/N

Email: _____

Accounts Payable Contact:

(Responsible for Accounts Payable)

Name: _____

Title: _____

PH: _____

Receive Billing: Y/N

FX: _____

Receive Announcements: Y/N

Email: _____

Technical Contact:

(Responsible for IT/Data)

Name: _____

Title: _____

PH: _____

Receive Billing: Y/N

FX: _____

Receive Announcements: Y/N

Email: _____

At least one individual must be flagged to receive the emailed invoice.

G. PRICING

GROUP 1- EMPLOYMENT VERIFICATION

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	IRS Income Verification search fee	1	ea	*please see below.	
2	Work Verification search fee	1	ea	*please see below.	
4	Set Up Fee	1	ea	Waived	Waived
5	Annual Fee (estimated at 18,000 transactions per year)	18,000	yr	TBD based on product selected.	
TOTAL					

GROUP 2 - BACKGROUND CHECK

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	Rental Eviction search fee	1	ea	\$4.50	\$4.50
2	Criminal background search fee	1	ea	**please see below.	
3	Set up Fee	1	ea	Waived	Waived.
4	Annual Fee (estimated at 18,000 transactions per year)	18,000	yr	TBD based on products selected.	
TOTAL					

*Verification of Income:

Experian Verify: \$29 per report

Equifax Social Services Verification (The Work Number): \$46 per employer - first employer, \$44 per employer for each additional employer. Reports are available as standalone or via waterfall process. Please see *Employment Verification* section of Technical Response for details on these processes.

VOI is income and employment verifications - it verifies their income plus if they are active or inactive as an employee, etc. Those are combined into our one report.

**Criminal Packages:

Enhanced Criminal: \$15.95

Comprehensive Criminal: \$21.95

Please see *Criminal Reports* section of Technical Response for more information.

National Eviction: \$4.50 (Rental Eviction Search fee)

National Credit: \$4.95 (Additional Report Option if needed, Full Credit Report)

Axia Cooperative Solicitation & Resulting Contract Supporting Documents

Exhibit C

Special Terms & Conditions

1. Use of Federal Funds

The following certifications and provisions are in place for when Participating Agencies intend to utilize federal funds for use of the Master Agreement. Pursuant to 2 C.F.R. § 200.326, all contracts, including small purchases, made by Participating Agencies and their respective subcontractors shall contain the procurement provisions of Appendix II to Part 200, as applicable.

REQUIRED PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS

APPENDIX II TO 2 CFR PART 200

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

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

Does Offeror agree? (Y/ N) 97 Initials of Authorized Representative of Offeror

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

Pursuant to Federal Rule (B) above, when a Participating Agency expends federal funds, the Participating Agency reserves the right to immediately terminate any agreement in excess of \$10,000 resulting from this procurement process in the event of a breach or default of the agreement by Offeror in the event Offeror fails to: (1) meet schedules, deadlines, and/or delivery dates within the time specified in the procurement solicitation, contract, and/or a

purchase order; (2) make any payments owed; or (3) otherwise perform in accordance with the contract and/or the procurement solicitation. Participating Agency also reserves the right to terminate the contract immediately, with written notice to Offeror, for convenience, if Participating Agency believes, in its sole discretion that it is in the best interest of Participating Agency to do so. Offeror will be compensated for work performed and accepted and goods accepted by Participating Agency as of the termination date if the contract is terminated for convenience of Participating Agency. Any award under this procurement process is not exclusive and Participating Agency reserves the right to purchase goods and services from other Offerors when it is in Participating Agency's best interest.

Does Offeror agree? ☒ Y/ ☐ N 97 Initials of Authorized Representative of Offeror

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

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

Does Offeror agree? ☒ Y/ ☐ N 97 Initials of Authorized Representative of Offeror

D. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy

of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non -Federal entity must report all suspected or reported violations to the Federal awarding agency.

Pursuant to Federal Rule (D) above, when a Participating Agency expends federal funds during the term of an award for all contracts and subgrants for construction or repair, Offeror will be in compliance with all applicable Davis-Bacon Act provisions.

Does Offeror agree? ☒ Y/ ☐ N 97 Initials of Authorized Representative of Offeror

E. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Pursuant to Federal Rule (E) above, when a Participating Agency expends federal funds, Offeror certifies that Offeror will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act during the term of an award for all contracts by Participating Agency resulting from this procurement process.

Does Offeror agree? ☒ Y/ N) 97 Initials of Authorized Representative of Offeror

F. Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

Pursuant to Federal Rule (F) above, when federal funds are expended by Participating Agency, the Offeror certifies that during the term of an award for all contracts by Participating Agency resulting from this procurement process, the Offeror agrees to comply with all applicable requirements as referenced in Federal Rule (F) above.

Does Offeror agree? ☒ Y/ N) 97 Initials of Authorized Representative of Offeror

G. Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Pursuant to Federal Rule (G) above, when federal funds are expended by Participating Agency, the Offeror certifies that during the term of an award for all contracts by Participating Agency member resulting from this procurement process, the Offeror agrees to comply with all applicable requirements as referenced in Federal Rule (G) above.

Does Offeror agree? ☒ Y/ N) 97 Initials of Authorized Representative of Offeror

H. Debarment and Suspension (Executive Orders 12549 and 12689) – A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the

System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

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

Does Offeror agree? (Y/ N) 97 Initials of Authorized Representative of Offeror

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

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

1. No Federal appropriated funds have been paid or will be paid for on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all covered sub- awards exceeding \$100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

Does Offeror agree? (Y/ N) 97 Initials of Authorized Representative of Offeror

EMPLOYMENT VERIFICATION

FAR 22.18

As applicable, and as a condition for the award of any Federal contract at \$50,000 or greater, Offeror certifies that vendor is enrolled in, and is currently participating in, E-Verify or any other equivalent electronic verification of work authorization program operated by the U.S. Department of Homeland Security and does not knowingly employ any person who is an unauthorized alien in conjunction with the contracted services. A breach in compliance with immigration laws and regulations shall be deemed a material breach of the contract and may be subject to penalties up to and including termination of the contract.

Does Offeror agree? (Y/ N) 97 Initials of Authorized Representative of Offeror

RECORD RETENTION REQUIREMENTS FOR CONTRACTS INVOLVING FEDERAL FUNDS

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

Does Offeror agree? (Y/ N) 97 Initials of Authorized Representative of Offeror

**CERTIFICATION OF COMPLIANCE WITH EPA REGULATIONS
APPLICABLE TO GRANTS, SUBGRANTS, COOPERATIVE AGREEMENTS, AND CONTRACTS
IN EXCESS OF \$50,000 OF FEDERAL FUNDS**

When federal funds are expended by Participating Agencies, for any contract resulting from this procurement process in excess of \$50,000, the vendor certifies that the vendor is in compliance with all applicable standards, orders, regulations, and/or requirements issued pursuant to the Clean Air Act of 1970, as amended (42 U.S.C. 1857(h)), Section 508 of the Clean Water Act, as amended (33 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15.

Does Offeror agree? ☒ Y / N JF Initials of Authorized Representative of Offeror

CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT

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

Does Offeror agree? ☒ Y / N JF Initials of Authorized Representative of Offeror

CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS

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

Does Offeror agree? ☒ Y / N JF Initials of Authorized Representative of Offeror

PROCUREMENT OF RECOVERED MATERIALS REQUIREMENTS FOR – 2 C.F.R. §200.322

Participating Agency and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the

Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

Does Offeror agree? (Y) / N) 97 Initials of Authorized Representative of Offeror

CERTIFICATION OF AFFORDABLE CARE ACT

Offeror understands and agrees that it shall be solely responsible for compliance with the patient Protection and Affordable Care Act, Public Law 111-148 and the Health Care and Education Reconciliation Act 111-152 (collectively the Affordable Care Act "ACA"). The Offeror shall bear sole responsibility for providing health care benefits for its employees who provide services as required by Federal law.

Does Offeror agree? (Y) / N) 97 Initials of Authorized Representative of Offeror

CERTIFICATION OF APPLICABILITY TO SUBCONTRACTORS

Offeror agrees that all contracts it awards pursuant to the Contract shall be bound by the foregoing terms and conditions.

Does Offeror agree? (Y) / N) 97 Initials of Authorized Representative of Offeror

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

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

Does Offeror agree? (Y) / N) 97 Initials of Authorized Representative of Offeror

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

Corporate/Company Name:

ONLINE Information Services, Inc.

Address, City, State and ZIP:

685 W. Fire Tower Rd. Winterville, NC 28590

Website:

www.onlinerentalexchange.com

DUNS#:

60-548-0607

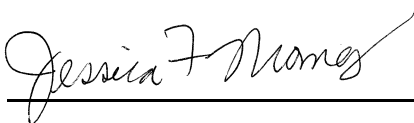
Printed Name and Title of Authorized Representative:

Jessica Thomas, Rental Sales Manager

Email Address:

jthomas@onlineis.com

Signature of Authorized Representative:



Date:

01/14/2025



Pricing for Axia Cooperative Purchasing Program:

Credit: \$4.95

Enhanced Criminal: \$15.95

Comprehensive Criminal: \$21.95

Eviction: \$4.50

Verification of Income*:

Experian Verify: \$29 per report

Equifax Social Services Verification (The Work Number): \$46 per employer - first employer, \$44 per employer for each additional employer.

*Reports are available as standalone or via waterfall process. Please see [Employment Verification](#) section in Technical Response document for details on these processes.

*Please note that there are specific regulatory and credit bureau requirements that must be incorporated into any resulting contract between the Axia-affiliated entity and ONLINE. We reserve the right to negotiate the final terms in good faith with Axia and/or the entity to ensure compliance.



OFFER AND ACCEPTANCE PAGE

STATE OF NEW JERSEY
DEPARTMENT OF THE TREASURY - DIVISION OF PURCHASE AND PROPERTY
33 WEST STATE STREET, P.O. BOX 230 TRENTON, NEW JERSEY 08625-0230

BID SOLICITATION # AND TITLE: 250053 HOUSING PROGRAM EMPLOYMENT VERIFICATION AND BACKGROUND CHECK SERVICES

TO THE STATE OF NEW JERSEY:

Name of Bidder/Contractor ONLINE Information Services, Inc. dba ONLINE Rental Exchange

Address 685 W. Fire Tower Rd.

City, State, Zip Code Winterville, NC 28590

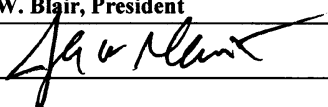
Phone Number (866) 630-6400

Fax Number *not maintained due to compliance concerns

Email Address sales@onlineis.com

FEIN 56-1667596

Print Name & Title of Authorized Representative John W. Blair, President

Signature Authorized Representative 

By submitting a Quote the Bidder certifies and confirms that:

1. It has read, understands, and agrees to all terms, conditions, and specifications set forth in the Bid Solicitation and the State of New Jersey Standard Terms and Conditions and agrees to furnish the goods, products, and/or services in compliance with those terms;
2. It has complied, and will continue to comply, with all applicable laws and regulations governing the provision of State goods and services, including the New Jersey Conflicts of Interest Law, N.J.S.A. 52:13D-12 to 28;
3. The price(s) and amount of its Quote have been arrived at independently and without consultation, communication or agreement with any other Contractor/Bidder or any other party;
4. Neither the price(s) nor the amount of its Quote, and neither the approximate price(s) nor approximate amount of this Quote, have been disclosed to any other firm or person who is a Bidder or potential Bidder, and they will not be disclosed before the Quote submission;
5. No attempt has been made or will be made to induce any firm or person to refrain from bidding on this Contract, or to submit a Quote higher than this Quote, or to submit any intentionally high or noncompetitive Quote or other form of complementary Quote;
6. The Quote is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive Quote;
7. The Bidder, its affiliates, subsidiaries, officers, directors, and employees are not, to Bidder's knowledge, currently under investigation by any governmental agency for alleged conspiracy or collusion with respect to bidding on any Contract and have not in the last five (5) years been convicted or found liable for any act prohibited by state or federal law in any jurisdiction involving conspiracy or collusion with respect to bidding on any Contract;
8. The Bidder's failure to meet any of the terms and conditions of the Contract shall constitute a breach and may result in suspension or debarment from further State bidding; and
9. A defaulting Contractor may also be liable, at the option of the State, for the difference between the Blanket P.O. price and the price bid by an alternate Vendor {Bidder} of the goods or services in addition to other remedies available.

ACCEPTANCE OF OFFER (For State Use Only)

The Offer above is hereby accepted and now constitutes a Contract with the State of New Jersey. The Contractor is now bound to sell the goods, products, or services in accordance with the terms of the Bid Solicitation and the State of New Jersey Standard Terms and Conditions. The Contractor shall not commence any work or provide any good, product, or service under this Contract until the Vendor Contractor complies with all requirements set forth in the Bid Solicitation and receives written notice to proceed.

Contract/Master Blanket Purchase Order Number _____

Award Date _____

Effective Date _____

State of New Jersey Authorized Signature _____

Print Name and Title _____



MACBRIDE PRINCIPLES FORM

STATE OF NEW JERSEY
DEPARTMENT OF THE TREASURY - DIVISION OF PURCHASE AND PROPERTY
33 WEST STATE STREET, P.O. BOX 230 TRENTON, NEW JERSEY 08625-0230

BID SOLICITATION # AND TITLE: 250053 HOUSING PROGRAM EMPLOYMENT VERIFICATION AND BACKGROUND CHECK SERVICES

VENDOR NAME: ONLINE Information Services, Inc. dba ONLINE Rental Exchange

Pursuant to Public Law 1995, c. 134, a responsible Vendor/Bidder is required to provide a certification in compliance with the MacBride Principles and Northern Ireland Act of 1989. Pursuant to N.J.S.A. 52:34-12.2, Vendor/Bidder must complete the certification below by checking one of the two options listed below and signing where indicated. If a Vendor/Bidder that would otherwise be awarded a purchase, contract or agreement does not complete the certification, then the Director may determine, in accordance with applicable law and rules, that it is in the best interest of the State to award the purchase, contract or agreement to another Vendor/Bidder that has completed the certification and has submitted a bid within five (5) percent of the most advantageous bid. If the Director finds contractors to be in violation of the principles that are the subject of this law, he/she shall take such action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

I, the undersigned, on behalf the Vendor/Bidder, certify pursuant to N.J.S.A. 52:34-12.2 that:

CHECK THE APPROPRIATE BOX



The Vendor/Bidder has no business operations in Northern Ireland; or

OR



The Vendor/Bidder will take lawful steps in good faith to conduct any business operations it has in Northern Ireland in accordance with the MacBride principles of nondiscrimination in employment as set forth in section 2 of P.L. 1987, c. 177 (N.J.S.A. 52:18A-89.5) and in conformance with the United Kingdom's Fair Employment (Northern Ireland) Act of 1989, and permit independent monitoring of its compliance with those principles.

CERTIFICATION

I, the undersigned, certify that I am authorized to execute this certification on behalf of the Vendor, that the foregoing information and any attachments hereto, to the best of my knowledge are true and complete. I acknowledge that the State of New Jersey is relying on the information contained herein, and that the Vendor is under a continuing obligation from the date of this certification through the completion of any contract(s) with the State to notify the State in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification. If I do so, I may be subject to criminal prosecution under the law, and it will constitute a material breach of my contract(s) with the State, permitting the State to declare any contract(s) resulting from this certification void and unenforceable.

Signature

John W. Blair

Print Name and Title

Date



CERTIFICATION OF NON-INVOLVEMENT IN PROHIBITED ACTIVITIES IN RUSSIA OR BELARUS

Pursuant to N.J.S.A. 52:32-60.1, et seq. (L. 2022, c. 3) any person or entity (hereinafter "Vendor") that seeks to enter into or renew a contract with a State agency for the provision of goods or services, or the purchase of bonds or other obligations, must complete the certification below indicating whether or not the Vendor is identified on the Office of Foreign Assets Control (OFAC) Specially Designated Nationals and Blocked Persons list, available here: <https://sanctionssearch.ofac.treas.gov/>. If the Department of the Treasury finds that a Vendor has made a certification in violation of the law, it shall take any action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

I, the undersigned, certify that I have read the definition of "Vendor" below, and have reviewed the Office of Foreign Assets Control (OFAC) Specially Designated Nationals and Blocked Persons list, and having done so certify:

(Check the Appropriate Box)

☒ A. That the Vendor is not identified on the OFAC Specially Designated Nationals and Blocked Persons list on account of activity related to Russia and/or Belarus.

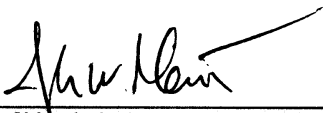
OR

☐ B. That I am unable to certify as to "A" above, because the Vendor is identified on the OFAC Specially Designated Nationals and Blocked Persons list on account of activity related to Russia and/or Belarus.

OR

☐ C. That I am unable to certify as to "A" above, because the Vendor is identified on the OFAC Specially Designated Nationals and Blocked Persons list. However, the Vendor is engaged in activity related to Russia and/or Belarus consistent with federal law, regulation, license or exemption. A detailed description of how the Vendor's activity related to Russia and/or Belarus is consistent with federal law is set forth below.

(Attach Additional Sheets If Necessary.)



Signature of Vendor's Authorized Representative
John W. Blair, President

Print Name and Title of Vendor's Authorized Representative
ONLINE Information Services, Inc.

Vendor's Name
685 W. Firetower Rd.

Vendor's Address (Street Address)
Winterville, NC 28590

Vendor's Address (City/State/Zip Code)

1/16/2025

Date
56-1667596

Vendor's FEIN
(866) 630-6400

Vendor's Phone Number

Vendor's Fax Number
sales@onlineis.com

Vendor's Email Address

*Due to compliance concerns, ONLINE no longer maintains fax lines.

ⁱ Vendor means: (1) A natural person, corporation, company, limited partnership, limited liability partnership, limited liability company, business association, sole proprietorship, joint venture, partnership, society, trust, or any other nongovernmental entity, organization, or group; (2) Any governmental entity or instrumentality of a government, including a multilateral development institution, as defined in Section 1701(c)(3) of the International Financial Institutions Act, 22 U.S.C. 262r(c)(3); or (3) Any parent, successor, subunit, direct or indirect subsidiary, or any entity under common ownership or control with, any entity described in paragraph (1) or (2).



DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN FORM

STATE OF NEW JERSEY
DEPARTMENT OF THE TREASURY - DIVISION OF PURCHASE AND PROPERTY
33 WEST STATE STREET, P.O. BOX 230 TRENTON, NEW JERSEY 08625-0230

BID SOLICITATION # AND TITLE: 250053 HOUSING PROGRAM EMPLOYMENT VERIFICATION AND BACKGROUND CHECK SERVICES

VENDOR NAME: ONLINE Information Services, Inc. dba ONLINE Rental Exchange

Pursuant to N.J.S.A. 52:32-57, et seq. (P.L. 2012, c.25 and P.L. 2021, c.4) any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must certify that neither the person nor entity, nor any of its parents, subsidiaries, or affiliates, is identified on the New Jersey Department of the Treasury's Chapter 25 List as a person or entity engaged in investment activities in Iran. The Chapter 25 list is found on the Division's website at <https://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf>. Vendors/Bidders must review this list prior to completing the below certification. If the Director of the Division of Purchase and Property finds a person or entity to be in violation of the law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

CHECK THE APPROPRIATE BOX

☒ I certify, pursuant to N.J.S.A. 52:32-57, et seq. (P.L. 2012, c.25 and P.L. 2021, c.4), that neither the Vendor/Bidder listed above nor any of its parents, subsidiaries, or affiliates is listed on the New Jersey Department of the Treasury's Chapter 25 List of entities determined to be engaged in prohibited activities in Iran.

OR

☐ I am unable to certify as above because the Vendor/Bidder and/or one or more of its parents, subsidiaries, or affiliates is listed on the New Jersey Department of the Treasury's Chapter 25 List. I will provide a detailed, accurate and precise description of the activities of the Vendor/Bidder, or one of its parents, subsidiaries or affiliates, has engaged in regarding investment activities in Iran by completing the information requested below.

Entity Engaged in Investment Activities
Relationship to Vendor/ Bidder
Description of Activities

Duration of Engagement
Anticipated Cessation Date

**Attach Additional Sheets If Necessary.*

CERTIFICATION

I, the undersigned, certify that I am authorized to execute this certification on behalf of the Vendor, that the foregoing information and any attachments hereto, to the best of my knowledge are true and complete. I acknowledge that the State of New Jersey is relying on the information contained herein, and that the Vendor is under a continuing obligation from the date of this certification through the completion of any contract(s) with the State to notify the State in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification. If I do so, I may be subject to criminal prosecution under the law, and it will constitute a material breach of my contract(s) with the State, permitting the State to declare any contract(s) resulting from this certification void and unenforceable.

Signature

Date

1/16/2025

John W. Blair, President

Print Name and Title



DISCLOSURE OF INVESTIGATIONS AND OTHER ACTIONS INVOLVING THE VENDOR FORM

STATE OF NEW JERSEY
DEPARTMENT OF THE TREASURY - DIVISION OF PURCHASE AND PROPERTY
33 WEST STATE STREET, P.O. BOX 230 TRENTON, NEW JERSEY 08625-0230

BID SOLICITATION # AND TITLE: 250053 HOUSING PROGRAM EMPLOYMENT VERIFICATION AND BACKGROUND CHECK SERVICES

VENDOR NAME: ONLINE Information Services, Inc. dba ONLINE Rental Exchange

PART 1

PLEASE LIST ALL OFFICERS/DIRECTORS OF THE VENDOR BELOW.

NAME	James and Marsha Blair		
TITLE	CEO/Treasurer		
ADDRESS	800 Bremerton Dr		
ADDRESS			
CITY	Greenville	STATE	NC ZIP 27858

NAME	Rebecca Cunningham		
TITLE	Vice President		
ADDRESS	2711 Cooleemee Dr.		
ADDRESS			
CITY	Raleigh	STATE	NC ZIP 27608

NAME	John W. Blair		
TITLE	President		
ADDRESS	621 Ontario Dr.		
ADDRESS			
CITY	Greenville	STATE	NC ZIP 27858

NAME	Elizabeth Skains		
TITLE	Vice President		
ADDRESS	3287 Wynnewood Dr.		
ADDRESS			
CITY	Greensboro	STATE	NC ZIP 27408

*Attach Additional Sheets If Necessary.

PART 2

PLEASE REFER TO THE PERSONS LISTED ABOVE AND/OR THE PERSONS AND/OR ENTITIES LISTED ON THE OWNERSHIP DISCLOSURE FORM WHEN ANSWERING THESE QUESTIONS.

1. Has any person or entity listed on this form or its attachments ever been arrested, charged, indicted, or convicted in a criminal or disorderly persons matter by the State of New Jersey (or political subdivision thereof), or by any other state or the U.S. Government? NO
2. Has any person or entity listed on this form or its attachments ever been suspended, debarred or otherwise declared ineligible by any government agency from bidding or contracting to provide services, labor, materials or supplies? NO
3. Are there currently any pending criminal matters or debarment proceedings in which the firm and/or its officers and/or managers are involved? NO
4. Has any person or entity listed on this form or its attachments been denied any license, permit or similar authorization required to engage in the work applied for herein, or has any such license, permit or similar authorization been revoked by any agency of federal, state or local government? NO
5. Has any person or entity listed on this form or its attachments been involved as an adverse party to a public sector client in any civil litigation or administrative proceeding in the past five (5) years? NO

IF ANY OF THE ANSWERS TO QUESTIONS 1-5 ARE "YES", PLEASE PROVIDE THE REQUESTED INFORMATION IN PART 3.

IF ALL OF THE ANSWERS TO QUESTIONS 1-5 ARE "NO", NO FURTHER ACTION IS NEEDED; PLEASE SIGN AND DATE THE FORM.

PART 3

DESCRIPTION OF THE INVESTIGATION OR LITIGATION, ETC.

If you answered "YES" to any of questions 1 - 5 above, you must provide a detailed description of any investigation or litigation, including, but not limited to, administrative complaints or other administrative proceedings involving public sector clients during the past five (5) years. The description must include the nature and status of the investigation, and for any litigation, the caption and a brief description of the action, the date of inception, current status, and if applicable, the disposition.

PERSON OR ENTITY NAME			
CONTACT NAME		PHONE NUMBER	
CASE CAPTION			
INCEPTION OF THE INVESTIGATION		CURRENT STATUS	
SUMMARY OF INVESTIGATION			

*Attach Additional Sheets If Necessary.

CERTIFICATION

I, the undersigned, certify that I am authorized to execute this certification on behalf of the Vendor, that the foregoing information and any attachments hereto, to the best of my knowledge are true and complete. I acknowledge that the State of New Jersey is relying on the information contained herein, and that the Vendor is under a continuing obligation from the date of this certification through the completion of any contract(s) with the State to notify the State in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification. If I do so, I may be subject to criminal prosecution under the law, and it will constitute a material breach of my contract(s) with the State, permitting the State to declare any contract(s) resulting from this certification void and unenforceable.

Signature

John W. Blair, President

Print Name and Title

Date

1/16/2025



CONFIDENTIALITY AND COMMITMENT TO DEFEND

STATE OF NEW JERSEY
DEPARTMENT OF THE TREASURY - DIVISION OF PURCHASE AND PROPERTY
33 WEST STATE STREET, P.O. BOX 230 TRENTON, NEW JERSEY 08625-0230

BID SOLICITATION # & TITLE:

250053 HOUSING PROGRAM EMPLOYMENT VERIFICATION AND BACKGROUND CHECK SERVICES

The Bid Solicitation advises Bidders (hereinafter "Company") that the submitted "Quotes can be released to the public pursuant to N.J.A.C. 17:12-1.2(b) and (c), or under the New Jersey Open Public Records Act (OPRA), N.J.S.A. 47:1A-1.1 et seq., or the common law right to know." In the event that the Division receives a request for documents related to above referenced Bid Solicitation, in accordance with its statutory obligations under the New Jersey Open Public Records Act and/or the common law right to know, it is the Division's intent to fulfill the request for records which may include a copy of the Company's Quote.

If Company objects to the disclosure of any portions of the Quote, the Company must advise the Division and must attach a detailed statement clearly identifying those sections of the Quote that Company claims are exempt from disclosure. In requesting any exemption, Company must identify the specific statutory or other legal justification for each requested exemption and the factual basis that supports said exemption. In addition, if Company requests any exemption to disclosure of the Quote based upon claims of confidential/proprietary information and trade secrets (setting forth the nature of the formula, process, pattern, device or compilation), in accordance with *Ingersoll-Rand Co. v. Ciavatta*, 110 N.J. 609 (1988), Company must also indicate the following with respect to the requested exemption:

- (1) the extent to which the information is known outside the owner's business;
- (2) the extent to which it is known by employees and others involved with your business;
- (3) the extent of the measures taken by your firm to guard the secrecy of the information;
- (4) the value of the information to your firm and your competitors;
- (5) the amount of effort or money expended by your firm in developing the information; and
- (6) the ease or difficulty with which the information could be properly acquired or duplicated by others.

Further, if the Quote includes any copyright notices, within five business days, the Division will be permitted to release a copy of the Quote document(s) unless Company serves the Division with an order from a court of competent jurisdiction precluding such release.

The State reserves the right to make the final determination as to what is and is not subject to public disclosure under OPRA and/or the common law right to know, and will advise the Company accordingly. Please note that the State will not honor any claim of confidential, proprietary, trade secret, and/or copyright material that is not supported by a specific statutory or legal justification provided by the Company. The State will not honor any attempts by the Company to designate the entire Quote as proprietary, confidential and/or to claim copyright protection for its entire Quote.

Accordingly, in order to assist the Division with the fulfillment of potential document requests, please select one of the following:

☒ The Company's Quote does not include any confidential, proprietary and/or trade secrets; and therefore, the Company does not request any redactions be made prior to the release of the documents.

OR

☐ The Company's Quote does include confidential, proprietary and/or trade secrets; and therefore, the Company requests that certain portions of the Quote be redacted prior to the release of the documents.

The requested redactions are set forth in the attached statement which specifically identifies the portions of the Quote by section, page number, paragraph and or line; and identifies the specific statutory or other legal reason for each requested exemption.

In the event of any challenge to the Company's assertion of confidential/proprietary information, the Company shall be solely responsible for defending its designation. Company agrees that it shall defend and cooperate in the defense of an action against the State of New Jersey arising from or related to the non-disclosure, due to the Company's request, of documents submitted to the State of New Jersey, and relating to a Quote submitted by the Company in response to the above referenced Bid Solicitation, which was the subject of a request for government records under the New Jersey Open Public Records Act, N.J.S.A. 47:1A-1 et seq. ("OPRA"), or the common law right to know. The Company further agrees to indemnify and hold harmless the State against any judgments, costs, or attorneys' fees assessed against the State in connection with any action arising from, or related to, the non-disclosure, due to the Company's request, of documents submitted to the State, which are the subject of a request for government records under OPRA.

The Company makes the forgoing agreement with the understanding that the State may immediately disclose any documents withheld without further notice if the Company ceases to cooperate in the defense of an action against the State arising from or related to the above described non-disclosure due to the Company's request, and will disclose such documents withheld if so ordered by a court of competent jurisdiction.

The undersigned certifies that s/he is duly authorized to make this commitment on behalf of the Company.

ONLINE Information Services, Inc. dba ONLINE Rental Exchange

Company Name

Signature

John W. Blair, President

Print Name and Title

Date

1/16/2025



CITY OF
TUCSON

RFP



CITY OF TUCSON
REQUEST FOR PROPOSALS

250053

HOUSING PROGRAM EMPLOYMENT VERIFICATION AND
BACKGROUND CHECK SERVICES

Due Date: Tuesday, January 28, 2025

City of Tucson
255 W Alameda St
Tucson, AZ 85701

Procurement portal

<https://secure.procurenow.com/portal/tucson-az>

Public Portal <https://secure.procurenow.com/portal/tucson-az/projects/136532>

PUBLISH DATE: December 19, 2024

CITY OF TUCSON
BUSINESS SERVICES DEPARTMENT
SHARED SERVICES PROCUREMENT DIVISION
255 W. ALAMEDA, 6TH FLOOR, TUCSON, AZ 85701

REQUEST FOR PROPOSALS NO. 250053
Page 2 of 47
RESPONSIBLE CONTRACT OFFICER: Casey Adams
PH: (520) 837-4128

Attachments:

A - Offer and Acceptance

C - 5369-B

E - Attachment - Axia Cooperative Purchasing Program

F - HUD-5370C

A. NOTICE

A.1. CITY OF TUCSON

NOTICE OF REQUEST FOR PROPOSAL NO 250053

TITLE: Housing Program Employment Verification and Background Check Services

SUBMITTAL DUE DATE: Tuesday, January 28, 2025 AT 2:00 P.M. LOCAL AZ TIME

PRE-SUBMITTAL CONFERENCE DATE: Thursday, January 9, 2025

TIME: 11:00 am LOCAL AZ TIME

LOCATION: [Teams Meeting Link](#)

Meeting ID: 279 415 869 183

Passcode: ZW9qB3Gj

Dial in by phone

[+1 213-293-2303,818436646#](#) United States, Los Angeles

[Find a local number](#)

Phone conference ID: 818 436 646#

QUESTIONS SHALL BE DIRECTED TO: Casey Adams
(520) 837-4128
casey.adams@tucsonaz.gov

Posted Date: Thursday, December 19, 2024

Competitive sealed offers for the material or service specified in this solicitation must be submitted through the City's online bidding system. No late submitted offer will be accepted or considered. Responses submitted in physical form or by facsimile or email will not be considered. Offerors are cautioned to commence the submittal process sufficiently ahead of time to allow for unanticipated delays resulting from things like a slow internet connection, internet outage, difficulty uploading large documents, differing system requirements, etc.

Questions about this solicitation must be addressed to the responsible Contract Officer listed herein.

B. INTRODUCTION

B.1. Summary

The City of Tucson Housing and Community Development Department (HCD) is seeking proposals from experienced and qualified vendors to provide online background and eviction check services as well as Work Number employment verification services together or separately. These services are essential for ensuring compliance with federal regulations and supporting HCD's efforts to assess tenant eligibility for housing programs. The selected vendor should provide an efficient, secure, and user-friendly platform that enables HCD to conduct comprehensive background checks and verify tenant employment and income history with accuracy and ease.

The aim of this project is to streamline HCD's tenant screening and verification processes, reducing administrative burdens while maintaining compliance with HUD regulations, the Fair Credit Reporting Act (FCRA), and federal, state and local applicable laws. The City seeks a solution that integrates with existing systems, provides timely and reliable data, and offers top-tier customer support. This partnership will help HCD to ensure that its tenant screening and verification processes are conducted with the highest standards of professionalism and security.

Vendors with proven experience in providing similar services to public housing authorities or other government agencies are encouraged to submit proposals. The City Housing and Community Development Department (HCD) is committed to selecting a vendor that can deliver high-quality services at competitive pricing, with a focus on reliability, data security, and legal compliance.

B.2. Background

The City of Tucson Housing and Community Development Department administers housing assistance programs that serve a diverse population of low-income families, individuals, and vulnerable groups within our community. As part of our mission to provide safe, affordable housing, the City must ensure that potential tenants meet all program eligibility requirements, which includes verifying background history, eviction records, employment and income status. This process is crucial for maintaining the integrity of our housing programs and ensuring compliance with HUD regulations.

Historically, conducting background checks, eviction history, and income verification has been time-consuming and resource-intensive. HCD currently manages **1,505 housing units and 5,820 vouchers**, requiring significant effort to process tenant applications efficiently while maintaining accuracy and legal compliance. With the ever-growing demand for housing assistance and increasing regulatory requirements, the need for a streamlined, reliable, and secure solution has become paramount.

This project is designed to tackle those challenges by providing HCD with a user-friendly platform for conducting online background and eviction checks, along with Work Number services to verify employment and income. A solution that integrates seamlessly with current housing software (Emphasys Elite) or similar housing software systems, automates data gathering, and provides fast, accurate reporting to enhance efficiency. Ultimately, the project will assist HCD to reduce administrative workload, improve turnaround times, and ensure that only qualified applicants receive assistance.

Axia Cooperative

Axia Coop LLC (“Axia Cooperative” or “Axia”) is a national public sector cooperative purchasing organization. Axia works with respected leaders from the public procurement community to offer a growing portfolio of master agreements that leverage national volume to deliver savings, efficiency, and innovation for non-federal public sector agencies. Each agreement is publicly solicited by a lead agency utilizing the strictest of procurement standards. The resulting awards address the dynamic needs of today’s evolving market while providing both value and cutting-edge solutions. For more information about the contracting process, please visit axiacoop.org/contracting-process.

The City of Tucson has entered into an agreement with Axia Cooperative to facilitate the Request For Proposals (RFP) and act as the primary contracting authority for the term of the resulting contract(s). Resulting contract(s) is/are made available to other public agencies nationally for “piggybacking” through the Axia Cooperative purchasing program and authorized by various joint powers authority statutes, rules and regulations within each state and local jurisdiction.

While Axia Cooperative makes no guarantees as to exact quantities and/or purchase volume made by Participating Agencies, the estimated annual volume for purchases made nationwide through this contract category is \$10,000,000. Please see **Attachment E** for more information regarding the Axia Cooperative purchasing program.

B.3. Contact Information

Project Contact:

Isaiah Norris

community services Administrator

Email: isaiah.norris@tucsonaz.gov

Phone: (520) 591-4013

Procurement Contact:

Casey Adams

Principal Contract Officer

Email: casey.adams@tucsonaz.gov

Phone: (520) 837-4128

Department:

Housing and Community Development

C. SCOPE OF WORK

C.1. Category I: Online Background and Eviction Check Services

To provide a secure, efficient, and user-friendly online platform for conducting background and eviction checks on potential and current tenants, ensuring compliance with HUD guidelines and the Fair Credit Reporting Act (FCRA).

Deliverables:

A. Background Checks:

1. Comprehensive criminal background checks, including searches of local, state, and national databases.
2. Include searches of sex offender registries and other relevant legal databases.
3. Real-time updates to records to ensure the latest information is available for tenant screening.
4. Customizable filters to meet specific PHA requirements, such as flagging certain types of offenses that impact eligibility.

B. Eviction History:

1. Access to a national eviction database, providing full eviction records and legal history.
2. Historical data covering at least the past 10 years to ensure comprehensive tenant screening.
3. Ability to cross-reference eviction records with rental payment histories when available.

C. User Interface:

1. A user-friendly platform that allows for easy navigation by PHA staff with minimal training.
2. Real-time or near-real-time access to results, with automated notifications for staff when reports are ready.
3. Secure login with role-based access controls to limit sensitive data access to authorized personnel only.

D. Reporting:

1. Generate detailed, easy-to-read reports for each background and eviction check, highlighting any issues that may affect tenant eligibility.
2. Ability to create customized reports based on PHA-defined criteria (e.g., criminal offense types, eviction histories).
3. Provide downloadable reports in various formats (PDF, CSV) for internal review and record-keeping.

E. Security and Compliance:

1. Ensure compliance with FCRA, HUD regulations, and all applicable local, state, and federal laws regarding tenant screening.

2. Data must be encrypted both in transit and at rest, and the platform should offer advanced security features such as two-factor authentication (2FA).
3. Adhere to the PHA's data retention policies, securely storing or disposing of tenant screening information as needed.

F. Vendor Support and Training

1. Training: Provide comprehensive training sessions for PHA staff, including initial onboarding, role-specific training, and ongoing education on any new features or updates.
2. Support: Offer 24/7 customer support with options for live chat, phone, and email assistance to resolve any technical or operational issues.
3. Documentation: Provide detailed user manuals, FAQs, and video tutorials for staff to reference, ensuring smooth operation and minimizing downtime.

C.2. Vendor Support and Training

To ensure that PHA staff are fully equipped to use the platform effectively and can access support when needed.

Deliverables:

- A. Training: Provide comprehensive training sessions for PHA staff, including initial onboarding, role-specific training, and ongoing education on any new features or updates.
- B. Support: Offer 24/7 customer support with options for live chat, phone, and email assistance to resolve any technical or operational issues.
- C. Documentation: Provide detailed user manuals, FAQs, and video tutorials for staff to reference, ensuring smooth operation and minimizing downtime.

C.3. Data Accuracy and Quality Control

To ensure that the data provided is accurate, up-to-date, and reliable, and that a mechanism exists for disputing inaccuracies.

Deliverables:

- A. Data Validation: Vendor must verify the accuracy of background and eviction data by employing multiple sources to cross-check information.
- B. Error Resolution: Implement a dispute resolution process where tenants can challenge incorrect data, with the vendor responsible for investigating and correcting errors.
- C. Data Updates: Ensure frequent updates to criminal and eviction databases, with mechanisms in place for notifying the PHA if any significant changes occur.

C.4. Scalability

Goal:

To ensure the platform can handle current and future demand, including the ability to process a high volume of background checks and eviction records efficiently.

Deliverables:

- A. Capacity: The system should be able to handle multiple simultaneous background checks without performance degradation, accommodating both current PHA volume and potential future growth.
- B. Expansion: Vendor should outline how the platform can scale to accommodate more units or users as the PHA grows or changes

C.5. Category 2: Employment and Income Verification (Work Number Services)

To provide HCD with access to a comprehensive employment and income verification service, enabling staff to accurately and quickly validate tenant income for initial eligibility and ongoing re-certifications, in compliance with HUD regulations.

Deliverables:

A. Employment Verification:

- 1. Provide access to The Work Number or a similar service that enables instant verification of employment records.
- 2. Include historical employment data, showing current and past employers, start and end dates, and employment status.
- 3. Verify tenant income by pulling recent pay stubs, salary records, and other income documentation directly from employers.

B. Income Data:

- 1. Provide accurate and up-to-date income information, including gross and net income, hourly wages, and salary breakdowns.
- 2. Include the ability to verify additional forms of income, such as bonuses, commissions, and overtime, when applicable.
- 3. Ensure data can be used for income certification, recertification, and rent calculation in accordance with HUD guidelines.

C. Batch Processing:

- 1. Allow for batch verification of employment and income for multiple tenants at once, streamlining large-scale recertifications or initial screenings.
- 2. Automate the process for bulk verifications, reducing manual effort and ensuring consistent and timely processing.

D. User Interface:

- 1. A secure, easy-to-use interface that allows staff to access employment and income data quickly and efficiently.
- 2. Include advanced search and filtering capabilities to quickly locate specific tenant records.
- 3. Allow role-based access, limiting data visibility to authorized staff members who require the information for their job functions.

E. Reporting:

1. Provide detailed, customizable reports on employment and income verification results, including any discrepancies or issues identified.
2. Ability to export data into multiple formats (Excel, CSV, PDF) for use in tenant files, compliance checks, and audits.

F. Compliance:

1. Ensure the service is fully compliant with HUD income verification regulations, as well as any other relevant federal, state, or local laws.
2. Data privacy protections must comply with applicable laws such as the General Data Protection Regulation (GDPR) and the California Consumer Privacy Act (CCPA).

G. Security:

1. Employ the highest standards of data security, ensuring that sensitive tenant employment and income information is protected with encryption, secure access protocols, and continuous monitoring for potential breaches.
2. Maintain audit trails for all verification requests and results to ensure transparency and compliance with City, State and HUD federal regulations.

C.6. Vendor Support and Training

To ensure that staff are fully equipped to use the platform effectively and can access support when needed.

Deliverables:

- A. **Training:** Provide comprehensive training sessions for staff, including initial onboarding, role-specific training, and ongoing education on any new features or updates.
- B. **Support:** Offer 24/7 customer support with options for live chat, phone, and email assistance to resolve any technical or operational issues.
- C. **Documentation:** Provide detailed user manuals, FAQs, and video tutorials for staff to reference, ensuring smooth operation and minimizing downtime.

C.7. Data Accuracy and Quality Control

To ensure that the data provided is accurate, up-to-date, and reliable, and that a mechanism exists for disputing inaccuracies.

Deliverables:

- A. **Data Validation:** Vendor must verify the accuracy of background and eviction data by employing multiple sources to cross-check information.
- B. **Error Resolution:** Implement a dispute resolution process where tenants can challenge incorrect data, with the vendor responsible for investigating and correcting errors.

- C. **Data Updates:** Ensure frequent updates to criminal and eviction databases, with mechanisms in place for notifying the PHA if any significant changes occur.

C.8. Compliance Auditing and Reporting

To provide City HCD with tools for auditing and verifying compliance with HUD regulations and internal policies.

Deliverables:

- A. **Audit Trail:** Vendor should provide an audit trail of all employment and income verification requests, including timestamped records of access and usage.
- B. **Compliance Reports:** Regular compliance reports should be generated to verify that all income verifications are conducted according to HUD guidelines.
- C. **Automated Notifications:** The system should flag any non-compliant income data or discrepancies, with notifications sent to PHA staff for further review.

C.9. Turnaround Time

To minimize delays in employment and income verification, ensuring quick and efficient tenant eligibility determinations.

Deliverables:

- A. **Fast Processing:** Vendor must provide clear timelines for how long employment and income verifications will take, ideally offering real-time or near-instant results.
- B. **SLA (Service-Level Agreement):** Include specific service-level agreements (SLAs) on maximum allowable turnaround times for employment verification (e.g., responses must be received within 24 hours).

C.10. Vendor Accountability and Performance Metrics

To ensure that the vendor is held accountable for the performance and reliability of their services through regular assessments and reporting.

Deliverables:

- A. **Performance Monitoring:** Vendor should provide regular reports detailing the platform's performance, uptime, and error rates.
- B. **KPIs:** Define key performance indicators (KPIs), such as verification turnaround times, system downtime, and customer support response times, with penalties or bonuses tied to performance.
- C. **Quarterly Review:** Conduct quarterly performance reviews with the vendor to assess the overall effectiveness of the services, discuss issues, and implement any needed improvements.

C.11. Cost Management and Transparency

To provide the City with transparent and flexible pricing options, minimizing unexpected costs while ensuring long-term budget management.

Deliverables:

- A. **Pricing Transparency:** Vendor must provide a clear, itemized pricing structure for each service (e.g., per-check fees, subscription costs), with explanations of any potential additional fees.
- B. **Volume Discounts:** Offer pricing discounts based on volume, allowing the PHA to benefit from bulk services such as large batches of employment or background checks.
- C. **Budget Management Tools:** Provide tools or reports that help the PHA track service usage and associated costs over time to ensure budgetary control.

D. INSTRUCTIONS TO OFFERORS

D.1. DEFINITION OF KEY WORDS USED IN THE SOLICITATION

For purposes of this solicitation and any subsequent contract, the following terms have the meanings set forth below:

City: The City of Tucson, Arizona

Contract: The legal agreement(s) executed between City and the Successful Offeror(s). The Contract will be deemed to include all the conditions and requirements set forth in this solicitation and any Addenda to the solicitation, all the Special Terms and Conditions and Standard Terms and Conditions, and all the terms of the Offer submitted by Offeror as finally negotiated and accepted by the City.

Contractor/Consultant: A Successful Offeror that enters into a Contract with the City.

Contract Representative: The City employee or employees who have been designated to act as the City contact for this solicitation process and who are responsible for monitoring and overseeing the Contractor's performance under the Contract.

Business Services Director: The contracting authority for the City, authorized to sign contracts and addenda thereto on behalf of the City.

May: Indicates something that is not mandatory but permissible.

May not: The indicated party is prohibited from taking the action.

Must: The action or condition is required.

Offer: Any proposal, statement of qualifications, bid, or other submission provided by an Offeror in response to this Solicitation.

Offeror: Each individual or entity that submits an Offer in response to this solicitation.

Successful Offeror: An Offeror who received a Notice of Award or a Notice of Intent to Award from the City.

Will: The indicated party is promising to take the action or abide by the condition.

D.2. PRE-SUBMITTAL MEETING

A Pre-Submittal Meeting will be held at the date and time stated on the cover page of this solicitation, if such a date and time is provided. Attendance at this meeting is not mandatory, but written minutes and/or notes regarding the meeting will NOT be provided, so attendance is encouraged. The purpose of this meeting will be to clarify the contents of this solicitation in order to prevent any misunderstanding of the City's position.

D.3. INQUIRIES

Any questions about this solicitation or the proposed Contract must be presented at the Pre-Submittal Meeting, if there is one (see above), or submitted in writing, via email, or through the online bidding system, to the Contract Officer by the Question Submission Deadline. The email must refer to the solicitation number and the paragraph number of the provision that the question concerns. The Contract

Officer may respond by email or may, if they deem it appropriate, address the question in a solicitation addendum or response through the question and answer portal in the online bidding system. Offeror may not rely on oral interpretations or clarifications about the solicitation; only questions answered in an email by the Contract Officer, posted through the online bidding system, or posted as a formal solicitation addendum will be binding.

D.4. ADDENDUM OF SOLICITATION

Solicitation Addenda will be posted on the City's link to the online bidding website. Offeror is responsible for checking the webpage regularly for new solicitation addenda and must acknowledge each addendum to this solicitation in its submittal. Please note that vendors who have registered with the Business Services Department at <https://procurement.opengov.com/portal/tucson-az> and follow the City of Tucson will receive email notifications of solicitation addenda.

D.5. UNDERSTANDING SCOPE OF WORK

Before submitting an Offer to this solicitation, Offeror must familiarize itself with the Scope of Work, laws, regulations, physical conditions, and other factors affecting the obligations – including the expense and difficulty of fulfilling those obligations – that Offeror will have under the Contract if awarded to Offeror. No adjustment to the financial or other terms of the Contract will be justified by Offeror's failure to fully understand or appreciate the Contract requirements or other factors affecting Contract performance.

D.6. PREPARATION OF OFFER

- A. Form and Organization. If Offer forms are included in this Solicitation, Offeror's Submittal must be on those forms. Supporting documentation must be arranged in a manner that follows and clearly refers to corresponding sections of the solicitation. Offeror may copy the submittal forms in order to complete them electronically but may not alter or rearrange them or change any paragraph designations.
- B. Confidential Information. Any information in its submittal that Offeror wishes to be treated as confidential must be clearly marked "CONFIDENTIAL."
- C. Offer Contents. Offeror's submittal must contain responses to all sections of this solicitation, any Offer forms provided must be completed and any requested supporting documentation must be attached.
- D. Signatures. Offeror must include in their submittal signed copies of the Offer and Acceptance page. Any cover letter accompanying the proposal documents must be signed. Offeror must initial each erasure, interlineation or other modification in the submittal. The person signing and initialing on behalf of Offeror must be a person authorized to legally bind Offeror.
- E. Prices. Where a unit price is provided it will govern over any erroneous extension of the price.
- F. Time Periods. Periods of time, stated as a number of days, will be calendar days unless specifically stated otherwise.
- G. Accuracy. Mistakes in preparation of its submittal confers on Offeror no right to modify or withdraw its submittal after the Submittal Deadline.

- H. Cost of Preparation. The City will not reimburse Offeror for the cost of developing, presenting, submitting or providing any response to this solicitation.
- I. Subcontractors. Offeror must, in their submittal, list any subcontractors that it will utilize in the performance of the Contract if they are awarded the Contract and must describe their qualifications in detail.
- J. Incomplete Information. Failure to include all requested information may have a negative impact on the evaluation of Offeror's submittal.

D.7. PAYMENT DISCOUNTS

Payment discount periods shall be computed from the date of receipt of the material/service or correct invoice, whichever is later, to the date City's payment warrant is mailed. Unless freight and other charges are itemized, any discount provided shall be taken on full amount of invoice. Payment discounts of twenty-one calendar days or more shall be deducted from the proposed price in determining the price points. However, the City shall be entitled to take advantage of any payment discount offered by a vendor provided payment is made within the discount period. The payment discount shall apply to all purchases and to all payment methods.

D.8. TAXES

The City is exempt from federal excise tax, including the federal transportation tax, but is not exempt from any other taxes, including state and local sales and excise taxes.

D.9. EXCEPTIONS TO CONTRACT PROVISIONS

By submitting an offer in response to this solicitation, Offeror is offering to enter into the Contract with the City. If Offeror wishes to modify any Contract terms and conditions, Offeror must, in its Offer, clearly identify the changes it is requesting. No requested modification will be deemed accepted by the City unless and until the City's Business Services Director or their designee expressly accepts it in writing.

D.10. PUBLIC RECORD

Any documents submitted by Offeror in response to this solicitation will become the property of the City. Except as set forth below with respect to Confidential Information, the Submittal will be deemed to be a public record available for review by the public after the award notification.

D.11. CONFIDENTIAL INFORMATION

The City is obligated to abide by the Arizona Public Records Law, A.R.S. §§ 39-101 through 39-161. If Offeror believes that any portion of its Offer, specification, protest or correspondence contains information that is confidential and subject to being withheld from disclosure in the event that the City receives a public records request to which the record is responsive, Offeror must, when the record is submitted, provide the Contract Officer written notification of that fact. The records or portions of records that Offeror wishes to be treated as confidential must also be clearly marked "CONFIDENTIAL" on their face. Pricing will not be treated as confidential.

If the City, after award notification, receives a public-records request the scope of which includes a document submitted by Offeror and marked "CONFIDENTIAL", the Contract Officer will make a written determination regarding whether the document will be provided to the requestor. If the Contract Officer determines that the document should be released, City will notify Offeror in writing. Unless Offeror, within 10 days after the date of that notice, obtains and provides to City an order from a court of competent jurisdiction prohibiting the City from releasing the documents, the City may release the documents without any liability to Offeror.

D.12. WHEN AND HOW TO SUBMIT OFFERS

In order to be considered, Offeror must, no later than the Offer Submittal Deadline, submit its Offer electronically through the City's online bidding system:
<https://procurement.opengov.com/portal/tucson-az>

NOTE: THE ENTIRE OFFER MUST BE IN "SUBMITTED" STATUS IN THE CITY'S ONLINE BIDDING SYSTEM IN ORDER TO BE CONSIDERED. RESPONSES THAT HAVE BEEN CREATED IN THE SYSTEM, BUT THAT ARE NOT IN "SUBMITTED" STATUS BY THE OFFER SUBMITTAL DEADLINE WILL NOT BE CONSIDERED.

D.13. CERTIFICATION OF NONCOLLUSION; CONFLICTS OF INTEREST

Offeror will not communicate, orally or in writing, with any member of the Mayor and Council, or with any City staff outside the Procurement Division of the Business Services Department, regarding this Solicitation. By submitting an Offer, Offeror warrants that:

- A. Preparation and submission of the submittal did not involve collusion or other anti-competitive practices.
- B. Offeror has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, meal or service to a public servant in connection with this solicitation.
- C. No person has been employed or retained to solicit or secure a Contract under this solicitation upon a promise of a commission, percentage, brokerage, or contingent fee.
- D. No employee of the City involved in this Solicitation process, or any family member of such an employee, has any substantial financial interest in Offeror's firm. No member of the City of Tucson Mayor and Council who has, or whose family member has, any substantial financial interest in Offeror's firm will participate in any action taken by the Mayor and Council with respect to this Contract. The terms "relative" and "substantial interest" have the meanings assigned in A.R.S. § 38-502

The City may disqualify Offeror from further participation in the solicitation process if the City determines that any City employee or official involved in this Solicitation process has an actual or apparent conflict of interest or if Offeror has engaged in any collusion or anti-competitive practices.

D.14. WITHDRAWAL OF OFFER; BINDING OFFER

By submitting an Offer in response to this Solicitation, Offeror is offering to enter into the Contract with the City. Offeror may withdraw a submitted Offer at any time prior to the Offer Submittal Deadline. Telephonic or oral withdrawals are not effective.

Offeror cannot withdraw an Offer that is in “submitted” status as of the Offer Submittal Deadline unless the Director of the Business Services Department consents in writing to the withdrawal. The Offer will be irrevocable for 90 days after the Offer Submittal Deadline.

D.15. DISCUSSIONS

The City may, at its discretion, conduct discussions with Offeror for the purpose of eliminating minor irregularities, informalities, or apparent clerical mistakes in Offeror’s submittal in order to clarify the offer and assure full understanding of, and responsiveness to, solicitation requirements.

D.16. VENDOR REGISTRATION; BUSINESS LICENSE

In order to be eligible for award of a Contract, Offeror must:

- A. Register with the City’s Business Services Department. Registration can be completed at <https://procurement.opengov.com/portal/tucson-az>
- B. Obtain a City of Tucson Business License or a written determination from the City’s Business License Section that a license is not required. For questions contact the City’s Business License Section at (520) 791-4566 or email at license@tucsonaz.gov

E. OFFER EVALUATION AND CONTRACT AWARD

E.1. PROPOSAL EVALUATION CRITERIA – (listed in relative order of importance)

- A. Qualifications & Experience
- B. Method of Approach
- C. Price Proposal

E.2. INTERVIEWS

The City may interview some or all of the offerors at any point during the evaluation process. If interviews are conducted, information provided during the interview process will be taken into consideration in the evaluation process. The City will not reimburse the Offeror for any costs Offeror incurs during its participation in the interview process.

E.3. ADDITIONAL INVESTIGATIONS

The City may undertake any additional investigations it deems appropriate to evaluate the competence and financial stability of any offeror.

E.4. OTHER INFORMATION

Information that evaluation committee members have about an offeror beyond what is provided in the offeror's Offer may be taken into consideration during the evaluation process.

E.5. PRICE

- A. **Tax Offset Policy.** If applicable under Section 28-18(6) or Section 28-17(7)(d) of the Tucson Procurement Code, the City will include the amount of all business privilege taxes other than the City's in evaluating the pricing component of each Offer.
- B. **Payment Discounts.** Any discounts offered by Offeror for payments made within 21 calendar days or more will be deducted from the proposed price in evaluating an offeror's pricing. However, the City may take advantage of any early- or timely-payment discounts offered by a vendor. Any proposed payment discount will apply to all purchases and to all payment methods

E.6. CITY'S RIGHT TO WAIVE DEFECTS OR REJECT OFFERS

Notwithstanding any other provision of this solicitation, the City may:

- A. Waive any immaterial defect or informality; or
- B. Reject any or all submittals, or portions thereof; or
- C. Reissue the solicitation.

E.7. CONTRACT NEGOTIATIONS

At the City's discretion, it may negotiate with one or more responsible offerors to agree upon the final conditions, terms and price of the Contract. In doing so, the City will treat offerors fairly and will not disclose to any offeror information from responses submitted by other offerors. Exclusive or concurrent negotiations do not constitute a contract award and do not confer any rights to the offerors participating in such negotiations. In the event the City deems that negotiations are not progressing, the City may formally terminate these negotiations and may enter into concurrent or exclusive negotiations with the next most qualified firm(s).

E.8. AWARD OF CONTRACT

A Contract is created when, and only when, it is formally awarded, which occurs when the Business Services Director and the City Attorney sign the Offer and Acceptance page of the Successful Offeror's submittal. When a Contract is awarded, the City will send the Contractor a Notice of Award.

The City may first issue a Notice of Intent to Award to the Successful Offeror(s). Offeror, if it receives a Notice of Intent to Award from the City, must sign and file with the City, within ten (10) days after receipt of the Notice, all documents necessary for execution of the Contract. A Notice of Intent to Award does not create a contract. Only a subsequent formal award, as described above, creates a Contract.

E.9. MULTIPLE AWARDS

The City, at its sole discretion, may award multiple Contracts.

E.10. SUBMITTAL RESULTS

After the City issues a Notice of Award, the City will post the name(s) of the Successful Offeror(s) on the Business Services Department's Internet site at <https://procurement.opengov.com/portalucson-az/contracts>

E.11. PROTESTS

Any interested party, may, in accordance with Article IX of the Tucson Procurement Code, protest either this solicitation or the award of a Contract under this solicitation. A protest based on alleged improprieties in this solicitation must be filed no later than five (5) working days before the Proposal Submittal Deadline. A protest of a proposed or actual award must be filed no later than ten (10) calendar days after the City issues a Notice of Intent to Award or, if no Notice of Intent to Award is issued, after the City issues a Notice of Award.

A protest must be made in writing and filed with the Contract Officer. It must include:

- A. The name, address, and telephone number of the protestant;
- B. The signature of the protestant or its representative;
- C. The solicitation or Contract number;
- D. A detailed statement of the legal and factual grounds for the protest along with copies of all relevant documents; and

CITY OF TUCSON
BUSINESS SERVICES DEPARTMENT
SHARED SERVICES PROCUREMENT DIVISION
255 W. ALAMEDA, 6TH FLOOR, TUCSON, AZ 85701

REQUEST FOR PROPOSALS NO. 250053
Page **19** of **47**
RESPONSIBLE CONTRACT OFFICER: Casey Adams
PH: (520) 837-4128

E. The form of relief requested.

F. EVALUATION PHASES

No.	Evaluation Criteria	Scoring Method	Weight (Points)
-----	---------------------	----------------	-----------------

1.	Qualifications & Experience A. Provide a summary of your company's experience providing background checks, eviction checks, and Work Number services. 1. How many years of experience does your company have in this field? 2. What is your experience working with public housing authorities or other government agencies? B. Provide references from at least three clients, ideally PHAs or similar government agencies, for whom you've provided similar services. 1. What services were provided, and what were the key outcomes? 2. What challenges did you encounter in these projects, and how did you address them? C. Describe your team's qualifications and expertise. 1. Who will be responsible for overseeing this project, and what is their experience with similar projects? 2. What relevant certifications, technical skills, or training do your team members possess? D. Have you worked with public housing authorities on compliance with HUD regulations? 1. Please provide examples of how you've supported clients in maintaining compliance with HUD and other relevant regulatory bodies. 2. How do you stay up-to-date on HUD guidelines, the Fair Credit Reporting Act (FCRA), and other laws? E. Describe any awards, certifications, or industry	N/A	N/A
----	--	-----	-----

	recognition your company has received. 1. Are there any relevant accolades or certifications that demonstrate your company's expertise or industry leadership? F. Can you provide a case study of a successful implementation of your services for a public housing authority or similar agency? 1. What were the challenges, your approach, and the results? 2. How did the client benefit from your services, and what long-term improvements were achieved? G. Describe any additional services or value-added benefits your company offers that could enhance the project. 1. Are there other features or services you provide that could bring added value to the PHA's operations (e.g., training, custom reporting, ongoing consultation)? H. What is your company's history with large-scale public housing or government projects, and what challenges did you encounter in those projects? 1. How have you overcome similar challenges to those the PHA might face? I. How do you ensure that your staff stays up-to-date with the latest industry standards, laws, and technological advancements? 1. Do you provide regular training or certifications for your team? J. How does your company ensure diversity and inclusion in your workforce and management of client projects?		
--	---	--	--

	1. Are there any programs or initiatives in place to promote diversity within your team? K. What is your process for managing multiple clients at once, and how do you ensure that the PHA will receive the necessary attention and resources? 1. How do you prioritize clients if multiple projects require urgent attention? L. What steps do you take to ensure the longevity and sustainability of your company and services? 1. How do you ensure financial stability, business continuity, and long-term service availability? M. Can you provide examples of how you've adapted your services to meet the unique needs of a client's local or regional housing regulations? 1. Have you had to adjust your approach for different jurisdictions or housing authorities? N. Describe a situation where a project did not go as planned. What were the issues, and how did your company resolve them? 1. What lessons did you learn from this experience, and how have they improved your current service delivery? O. What is your company's approach to client relationship management, and how will you ensure a long-term partnership with the PHA? 1. Do you have a client retention or satisfaction strategy? How do you ensure the PHA will be a priority throughout the contract term? P. How do you measure the success of your projects post-implementation?		
--	---	--	--

	1. What metrics or indicators do you use to determine if the project is meeting your client's objectives? How do you track performance over time? Q. Regarding extending this contract nationally to public agencies through the Axia Cooperative purchasing program: 1. Who are your national/corporate points of contact for sales, marketing, contract administration and monthly sales reporting? 2. Detail the scope and structure of your organization nationally, including sales representatives, project managers, etc. 3. Demonstrate your company's ability to meet the evolving needs of public sector customers of varying sizes and locations.		
--	--	--	--

2.	Method of Approach A. Provide a detailed description of your proposed method for delivering the requested services. 1. How will your platform handle background checks, eviction checks, and employment verification? 2. What features or tools make your approach stand out from other vendors? B. Describe your implementation plan and timeline. 1. How do you plan to ensure a smooth onboarding process? 2. What is the estimated timeline for implementing your solution from start to full operation, including training? 3. How will you ensure minimal disruption to the PHA's ongoing operations during this transition? C. What security measures are in place for data protection? 1. How will you ensure the confidentiality and security of sensitive tenant data? 2. What encryption methods, access controls, and audit trails are included in your platform? D. What is your approach to ongoing support and system updates? 1. How do you plan to provide customer support (e.g., hours of availability, response times)? 2. How frequently will the platform be updated, and how will these updates be communicated and implemented? E. How will you ensure the system remains compliant with regulatory changes?	N/A	N/A
----	---	-----	-----

	1. What processes are in place to monitor and implement changes to HUD, FCRA, and other relevant laws? 2. Can you provide examples of how you've managed compliance changes for other clients? F. How will you ensure the platform is scalable? 1. How can your platform accommodate changes in volume or the addition of new features as the PHA's needs evolve? 2. Can you provide examples of scalability in action with other clients? G. What are the key performance indicators (KPIs) that will demonstrate the success of your platform? 1. How will you measure and report on the effectiveness of your services? 2. What benchmarks or metrics will you use to assess ongoing performance and make adjustments if needed? H. How will you handle data migration from our current system to your platform? 1. What is your process for ensuring a smooth transition with minimal data loss or disruption? I. Describe your approach to risk management during the implementation phase. 1. How will you mitigate risks such as delays, technical difficulties, or non-compliance with PHA requirements? J. Can you provide a detailed plan for how tenant data will be securely transferred, stored, and backed up? 1. What data backup procedures are in place, and		
--	--	--	--

	how often will data backups occur? K. What is your process for handling service interruptions or outages? 1. What contingency plans are in place to minimize service disruption? What are your average recovery times? L. What measures do you have in place to ensure the scalability of your platform as our needs evolve? 1. If the PHA's housing portfolio grows, how will the system accommodate the increased load without affecting performance? M. How will you ensure cross-departmental collaboration within the PHA during the implementation and ongoing operation? 1. Will there be regular check-ins with various PHA departments (e.g., IT, finance, legal) to ensure all needs are met? N. How will you handle continuous user training and system updates? 1. Will there be regular or on-demand training for new staff? How will you communicate and implement platform updates without disrupting PHA operations? O. How will you incorporate innovation and emerging technologies into your platform? 1. Do you have a process for integrating new technological advancements (e.g., AI-driven analytics or machine learning) that could benefit the PHA in the future? P. What communication channels will be in place during the project, and how will you		
--	--	--	--

	ensure open, effective communication? 1. Will you provide a dedicated project manager? How will issues be escalated and resolved? Q. Detail the related scope of products and services that your company offers. 1. If these are to be made available to other public agencies through the resulting contract via the Axia Cooperative purchasing program, please detail a pricing model for each, accounting for participating agencies' various sizes and locations. R. Detail any value-added services and programs that may complement the comprehensive offering. Such offerings may include (but are not necessarily limited to): 1. Small business partnership programs, such as local fulfillment and/or service partners 2. Training & Education 3. Consulting services 4. Green / Sustainable programs, such as recycling programs, company policies, product certifications, staff and/or company certifications, sustainable distribution practices, etc. 5. Rebate/incentive programs 6. Other services 7. Include details as to how these proposed services/programs would be rolled out to the City of Tucson and other participating agencies through the Axia Cooperative purchasing program. S. Demonstrate your company's ability to meet the evolving needs of public sector		
--	--	--	--

	customers of varying sizes and locations. T. Demonstrate your commitment to leverage the Axia Cooperative purchasing program to make the resulting contract available to public agencies across the country. Include details about your firm's ability to: 1. Market the agreement to public agencies nationally 2. Educate your firm's sales staff about the cooperative purchasing program 3. Connect with customer decision makers 4. Partner with the Axia Cooperative team for business development 5. Track sales and report back to Axia Cooperative U. Describe your customer issue resolution process. 1. Include details of various problems that may arise, such as invoicing disputes. 2. Also detail customer service escalation procedures.		
3.	Price Proposal Provide pricing as requested on the Price Page herein and include an additional separate cost proposal for any additional fees.	N/A	N/A

G. PRICING

GROUP 1- EMPLOYMENT VERIFICATION

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	IRS Income Verification search fee	1	ea		
2	Work Verification search fee	1	ea		
4	Set Up Fee	1	ea		
5	Annual Fee (estimated at 18,000 transactions per year)	18,000	yr		
TOTAL					

GROUP 2 - BACKGROUND CHECK

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	Rental Eviction search fee	1	ea		
2	Criminal background search fee	1	ea		
3	Set up Fee	1	ea		
4	Annual Fee (estimated at 18,000 transactions per year)	18,000	yr		
TOTAL					

H. SPECIAL TERMS AND CONDITIONS

H.1. AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR

Funds are not presently available for performance under this Contract. The City's obligation for performance of this Contract is contingent upon the availability of funds from which payment for Contract purposes can be made. No legal liability on the part of the City for any payment may arise for performance under this Contract until funds are made available for performance of this Contract.

H.2. COOPERATIVE PURCHASING

Any Contract resulting from this solicitation shall be for the use of the City of Tucson. In addition, public and nonprofit agencies that have registered with Axia Cooperative or entered into a Cooperative Purchasing Agreement with the City of Tucson's Department of Procurement are eligible to participate in any subsequent Contract. See http://www.tucsonprocurement.com/coop_partners.aspx and click on Cooperatives for a list of the public and nonprofit agencies that have currently entered into Cooperative Purchasing Agreements with the City of Tucson. Additionally, this contract is eligible for use by the Strategic Alliance for Volume Expenditures (SAVE) cooperative. See <http://www.mesaaz.gov/home/showdocument?id=23638> for a listing of participating agencies. The parties agree that these lists are subject to change. Any orders placed to, or services required from, the successful Contractor(s) will be requested by each participating agency. Payment for purchases made under this agreement will be the sole responsibility of each participating agency. The Contractor may negotiate additional expenses incurred as a result of participating agencies' usage of this contract (i.e., freight charges, travel related expenses, etc.). The City shall not be responsible for any disputes arising out of transactions made by others. The Contractor(s) will provide an electronic copy of the complete Contract to the City of Tucson Department of Procurement upon receipt of the Notice of Intent to Award. At the City's request, the successful Contractor(s) may also be requested to provide an electronic copy of the complete Contract to a participating agency.

H.3. PRICE ADJUSTMENT

At least 90 days before the date that the Contract is eligible for extension, Contractor may submit to the Contract Officer a request for price adjustments based on documented increased Contractor costs and the City may, at its discretion, make price adjustments, which will apply during the extension term.

H.4. HUD CLAUSE

Any contract awarded pursuant to this solicitation will contain the HUD Terms and Conditions listed in the corresponding attachment titled, 5369-B.

H.5. TERM AND RENEWAL

The term of the Contract will commence when awarded to Contractor and remain in effect for a period of 1 year year, unless terminated, canceled or extended as otherwise provided herein. The City may, at its sole option, extend the Contract's term for up to four (4) additional one-year periods or portions thereof.

I. INSURANCE REQUIREMENTS

I.1. Required Insurance Policies

Contractor will obtain and maintain during the entire term of this Contract and for 2 years after the Contract term ends, the following insurance coverage from insurers that have an "A.M. Best" rating of not less than A-VII:

I.2. Commercial General Liability

Policy must include Bodily Injury, Property Damage, Personal Injury and Broad Form Contractual Liability with coverage limits no lower than:

- A. Each Occurrence: \$1,000,000
- B. General Aggregate: \$2,000,000
- C. Products & Completed Operations Aggregate: \$2,000,000
- D. Personal and Advertising Injury: \$1,000,000
- E. Blanket Contractual Liability: \$1,000,000

I.3. Commercial Automobile Liability

Policy must include bodily injury and property damage, for any owned, hired, and/or non-owned vehicles used in performance of work under this Contract, with a Combined Single Limit no lower than \$1,000,000.

I.4. Worker's Compensation

Policy must have coverage limits no lower than:

- A. Per Occurrence: Statutory
- B. Employer's Liability: \$1,000,000
- C. Disease Each Employee: \$1,000,000
- D. Disease Policy Limit: \$1,000,000
- E. [If Contractor is a Sole Proprietor, include this waiver provision under A.R.S. § 23-961(M). To determine whether the Contractor is a Sole Proprietor, please request the Sole Proprietor/Independent Contractor form from the Contract Officer listed in the solicitation.] I am a sole proprietor, and I am doing business as [name of sole proprietor business]. I am performing work as an independent contractor for the City of Tucson. I am not the employee of the City of Tucson for workers' compensation purposes, and, therefore, I am not entitled to workers' compensation benefits from the City. I understand that if I have any employees working for me, I must maintain workers' compensation insurance on them.

I.5. Professional Liability - Technology Errors & Omissions

Policy must have coverage limits no lower than:

- A. Each Claim: \$1,000,000
- B. General Aggregate: \$2,000,000

I.6. Network Security (Cyber) and Privacy Liability

Policy must have coverage limits no lower than:

- A. Each Claim: \$1,000,000
- B. Annual Aggregate: \$2,000,000

Such insurance shall include, but not be limited to, coverage for third party claims and losses with respect to network risks (such as data breaches, unauthorized access or use, ID theft, theft of data) and invasion of privacy regardless of the type of media involved in the loss of private information, crisis management and identity theft response costs. This should also include loss of use, breach notification costs, credit remediation and credit monitoring, defense and claims expenses, regulatory defense costs plus fines and penalties, cyber extortion, computer program and electronic data restoration expenses coverage (data asset protection), network business interruption, computer fraud coverage, and funds transfer loss.

In the event that the Network Security and Privacy Liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract and, either continuous coverage will be maintained, or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Contract is completed.

I.7. Policy Change Notice

Contractor will give the City 30 days advance written notice before any of the above policies are changed in any manner that is inconsistent with the requirements of this Contract. The notice must be sent directly to the Procurement Division of the Business Services Department.

I.8. Additional Insured

The Commercial General Liability, Commercial Automobile Liability and umbrella policies where applicable will include the City as an additional insured with respect to liability arising out of the performance of this contract. The City must be covered to the full policy limits, even if those limits of liability are in excess of those required by this Contract. The coverage must be primary and any insurance carried by City is excess and not contributing.

I.9. Claims-Made Coverage

If any or part of the required insurance is written on a claims-made basis, any policy retroactive date must precede the date of the contract and the Contractor must maintain such coverage for a period not less than three (3) years following contract expiration, termination or cancellation.

I.10. Additional Requirements

Each insurance policy required by this Contract, excluding Professional Liability (Errors & Omissions), must include or be endorsed to include to provide the following:

- A. A waiver of subrogation endorsement in favor of the City, for losses arising from work performed by or on behalf of the Contractor (Including Worker's Compensation).
- B. The policy is primary and any insurance carried by the City is excess and not contributing.
- C. The coverage provided by the policy is not limited to the liability assumed under the indemnification provisions of this Contract.
- D. The insurer will provide written notice to the City at least ten (10) calendar days before the policy is terminated or cancelled or the coverage is reduced.

I.11. Verification of Coverage

- A. Contractor will give the City certificates of insurance (ACORD form or equivalent approved by the City), signed by an authorized representative of the insurer, showing that the Contractor has all the insurance required by this Contract.
- B. Contractor must deliver the certificates directly to the Procurement Division of the City's Business Services Department before the Contractor commences work under this Contract.
- C. The certificates must contain the City project/contract number and project description.
- D. The City reserves the right to require complete copies of all insurance policies required by this Contract at any time.

I.12. Subcontractors

Contractors' insurance certificate(s) must include all subcontractors as insureds under its policies or Contractor must give the City separate certificates and endorsements for each subcontractor showing that each subcontractor has the insurance coverage described above.

I.13. Public Entities

If Contractor or any sub-contractor is a public entity that self-insures as permitted by law, **then** the insurance requirements in this Section 8 will not apply to that entity and that entity must instead provide a Certificate of Self- Insurance.

I.14. Sufficiency of Coverage

The City in no way warrants that the required minimum insurer rating in this Contract is sufficient to protect the Contractor from potential insurer insolvency, nor that the required liability limits are sufficient to protect Contractor.

J. STANDARD TERMS AND CONDITIONS

J.1. ADVERTISING

Contractor will not advertise or publish information concerning this Contract without prior written consent of the City's Business Services Director.

J.2. COMPLIANCE WITH LAWS

The parties will comply with all federal, state and local laws, rules, regulations, standards and Executive Orders including, without limitation, the following:

- A. Americans with Disabilities Act. Contractor will comply with all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101 -- 12213) and applicable Federal regulations under the Act, including 28 CFR Parts 35 and 36.
- B. Workers' Rights Laws. Contractor will comply with all applicable provisions of Federal and State Child Labor and Workers' Rights laws and agrees if called upon to affirm in writing that they and any subcontractors working under this Contract are in compliance.
- C. Affirmative Action. Contractor will comply with Chapter 28, Article XII of the Tucson City Code Chapter 28.

J.3. GOVERNING LAW AND VENUE

This Contract is governed by the laws of the State of Arizona and the City and Contractor will have all remedies afforded to each by the Tucson Procurement Code and the laws of the State of Arizona. Any lawsuits regarding this Contract must be brought in a court of competent jurisdiction in Pima County, Arizona.

J.4. ARBITRATION

Notwithstanding any other provision in this Contract, no agreement by the City to arbitrate a dispute is binding unless given expressly and in writing after execution of this Contract. However, if both parties agree, disputes may be resolved through arbitration following the process in A.R.S. § 12-1501, et seq. Contractor must continue to perform under this Contract without interruption, notwithstanding the provisions of this section.

J.5. ASSIGNMENT

Contractor may not assign its rights or obligations under this Contract without the prior written permission of the City's Business Services Director. The City will not unreasonably withhold approval for a requested assignment.

J.6. SUBCONTRACTS

Contractor may not enter into any subcontracts for work under this Contract without the advance written approval of the City's Business Services Director. All subcontracts will incorporate all the terms and

conditions of this Contract. Contractor is responsible for contract compliance and quality of work of any subcontractors used.

J.7. PROTECTION OF CITY PROPERTY

If this Contract requires Contractor to perform any work on City-owned property, Contractor will use reasonable care to avoid damaging existing buildings, equipment, and vegetation (such as trees, shrubs, and grass) on the property. Contractor will replace or repair any damage caused by Contractor or any employee, agent, or subcontractor of Contractor, at no expense to the City. If Contractor fails or refuses to make such repair or replacement, the City will estimate the cost of repair and, upon receiving an invoice from the City for that estimated cost, Contractor will pay the City the invoiced amount. City may, at its discretion, instead deduct the amount from any payments due Contractor under this or any other City contract.

Contractor will, during the course of its work on City property, keep the work area, including any storage areas used by the Contractor, free from accumulation of waste material or rubbish. Upon completion of the work, Contractor will leave the work area in a clean and neat condition, free of any debris, and will remove any non-City-owned materials or equipment or other personal property that it has caused to be located on the City property.

J.8. COMMENCEMENT OF WORK

Contractor will not commence any billable work or provide any material or service under this Contract until Contractor receives a purchase order or is otherwise directed to do so, in writing, by the City.

J.9. CONFIDENTIALITY OF RECORDS

Contractor will establish and maintain procedures to ensure that no information contained in its records or obtained from the City or from others in carrying out its functions under this Contract is used or disclosed by it, its agents, officers, or employees, except as required to efficiently perform its duties under the Contract, and will take appropriate measures to protect any personal identifying information of any individuals.

J.10. CONTRACT ADDENDA; ADDITIONAL WORK

This Contract may only be amended by a written agreement signed by the parties. The City's Business Services Director or their designee may, on behalf of the City (1) approve and execute any addenda, change orders, or supplemental written agreements; and (2) grant time extensions or contract renewals. Except in the case of a documented emergency, Contractor will not perform any work under this Contract that exceeds the scope of work or contract amount unless a formal addendum or change order has first been approved and executed by the City.

J.11. ENTIRE CONTRACT; INTERPRETATION

This Contract, which includes all the conditions and requirements set forth in the Solicitation and all addenda to the Solicitation, all the Special Terms and Conditions and Standard Terms and Conditions, and all the terms of the Offer submitted by Contractor as finally negotiated and accepted by the City,

constitutes the entire agreement of the parties regarding the services described in the Scope of Work and will prevail over any and all previous agreements, contracts, proposals, negotiations, purchase orders, or master agreements in any form.

No course of prior dealings between the parties and no usage of the trade will be deemed to supplement or explain any term used in the Contract.

J.12. SEVERABILITY

The provisions of this Contract are severable. If any provision or application of a provision of this Contract is held to be invalid, that will not affect the validity of any other provision or application of a provision that can remain meaningfully effective without the invalidated provision or application.

J.13. DUPLEXED/RECYCLED PAPER

Whenever practicable, all printed materials produced by Contractor in the performance of this Contract will be duplexed (two-sided copies), printed on recycled paper, and labeled as such.

J.14. NON-DISCRIMINATION

Contractor will comply with all provisions and requirements of Arizona Executive Order 2009-09, which is hereby incorporated into this Contract, including flow-down of all provisions and requirements to any subcontractors. During the term of this Contract, Contractor will not discriminate against any employee, client, or any other individual in any way because of race, color, religion, ancestry, sex, age, disability, national origin, sexual orientation, gender identity, familial status, and/or marital status.

J.15. DELIVERABLES PROPERTY OF CITY; NO LIENS

All services, information, computer program elements, reports and other deliverables created under this Contract are the sole property of the City and may not be used or released by Contractor except with the City's prior written permission.

All deliverables supplied to the City under this Contract will be free of all liens and encumbrances.

J.16. FEDERAL IMMIGRATION LAWS AND REGULATIONS

Contractor warrants and will require each subcontractor performing work on this Contract to warrant that it will comply with all federal immigration laws and regulations that relate to its employees and with the requirements of A.R.S. § 23-214(A). A breach of this warranty will be deemed a material breach of this Contract that is subject to penalties up to and including termination of this Contract. City may inspect the records of any employee of Contractor or any subcontractor performing work on this Contract to monitor Contractor's and its subcontractors' compliance with this warranty.

J.17. FORCE MAJEURE

Except for payment of sums due, neither party will be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of Force Majeure. The term "Force Majeure" means an occurrence that is beyond the control of the

party affected and occurs without its fault or negligence. Force Majeure does not include late performance by a subcontractor unless the delay arises out of a Force Majeure occurrence.

If either party is delayed at any time in the progress of the work by Force Majeure, the delayed party must notify the other party in writing of the delay as soon as practical, including when the delay commenced and its cause. The notice must make a specific reference to this article to fall within its protection. The delayed party must resume performance as soon as practicable and must notify the other party in writing when it has done so. The parties will modify the Contract to agree upon the period of time by which the excused delay extends any completion dates.

J.18. GRATUITIES

The City may, by written notice to the Contractor, terminate this Contract if it finds that gratuities, in the form of entertainment, gifts, meals or otherwise, were offered or given by Contractor or any agent or representative of Contractor, to any officer or employee of the City to influence the award of this Contract or any determinations with respect to the performance of this Contract. In the event this Contract is terminated by the City pursuant to this provision, the City will be entitled, in addition to any other rights and remedies, to recover or withhold from Contractor the amount of the gratuity.

J.19. CONFLICTS OF INTEREST

The City may terminate this Contract without penalty or further obligation pursuant to A.R.S. § 38-511 if any person significantly involved in initiating, negotiating, securing, drafting, or creating the Contract on behalf of the City is or becomes, at any time while the Contract or any extension of the Contract is in effect, an employee of, or a contractor to, Contractor with respect to the subject matter of this Contract. Termination will be effective when written notice from the City's Business Services Director is received by Contractor, unless the notice specifies a later time.

J.20. INDEMNIFICATION

To the fullest extent permitted by law, Contractor, its successors, assigns and guarantors, will indemnify, defend, and hold harmless the City and its officials, employees, volunteers, and agents, from and against all allegations, demands, proceedings, suits, actions, claims (including but not limited to claims of patent, trademark, or copyright infringement), liability, damages, losses, expenses (including but not limited to attorney fees and court costs, including the cost of appellate proceedings, and all claim-adjusting-and-handling expenses) or disbursements of any kind or nature, that may be asserted against, imposed on, or incurred by any of them, in any way relating to or arising from any actions, errors, mistakes or omissions of Contractor or any subcontractor or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable relating to work, services and/or products provided under this Contract.

Contractor is responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. Contractor agrees to waive all rights of subrogation against the City, its agents, officials, employees, and volunteers for losses arising from the work performed by Contractor under this Contract.

J.21. INTELLECTUAL PROPERTY

If manufacture, sale, or use of any method, process, machine, technique, design, living thing, genetic material, or composition of matter, or any part thereof ("**Product**") by Contractor in performing its duties under this Contract is determined to constitute infringement and if further manufacture, sale, or use of said Product is enjoined, Contractor will, at its own expense, either procure for the City the right to continue manufacture, sale, or use of that Product, replace it with an alternative non-infringing Product, or modify it so it becomes non-infringing.

If requested by City, Contractor will provide the City with satisfactory evidence of patent licenses or patent releases covering City-specified proprietary materials, equipment, devices or processes.

J.22. INDEPENDENT CONTRACTOR

Neither party is the agent, employee, partner, joint venturer, or associate of the other. No employee or agent of one party will be deemed or construed to be the employee or agent of the other party for any purpose. Neither party will be liable for any debts, accounts, obligations or other liabilities whatsoever of the other, including (without limitation) the other party's obligation to withhold Social Security and income taxes for itself or any of its employees.

J.23. INSPECTION AND ACCEPTANCE

All materials and services provided to the City under this Contract are subject to final inspection and acceptance by the City. Any materials or services failing to conform to the specifications of this Contract must be promptly replaced or redone at Contractor's cost. Nonconforming goods or services may be deemed a default and result in Contract termination.

J.24. ISRAEL BOYCOTT DIVESTMENT

If this Contract has a value of \$100,000 or more, Contractor certifies that it is not currently engaged in, and will not during the term of this Contract engage in, a boycott of goods or services from Israel as defined in A.R.S. § 35-393.

J.25. LICENSES

Contractor will maintain in current status all Federal, State, and local licenses and permits required for the operation of the business conducted by the Contractor as applicable to this Contract. Contractor will, at the request of the City at any time during the term of this Contract, give the City a valid copy of its business license or, if it is exempt, a written determination from the City Business License Section that a business license is not required.

J.26. NON-EXCLUSIVE CONTRACT

This Contract is for the sole convenience of the City, which may obtain like goods or services from other sources.

J.27. OVERCHARGES BY ANTITRUST VIOLATIONS

To the extent permitted by law, Contractor hereby assigns to the City any and all claims that Contractor has for overcharges by any subcontractor or supplier of goods or services used by Contractor to fulfill this Contract that relate to antitrust violations.

J.28. PAYMENT

- A. Form of Payment. The City's preferred method of payment is via credit card, either at the time of ordering or based on an invoice delivered with the goods and services. Unless otherwise specified elsewhere in this Contract, the City is permitted to make payments to Contractor using any lawful method of payment, including check/warrant, credit card, or electronic funds transfer.
- B. Invoices. Unless City pays by credit card at time of order or point of sale, Contractor will issue to the City a separate invoice for each shipment of materials or provision of services under this Contract, and City will issue no payment prior to receipt of the goods or services and the related invoice. The invoice may not be dated prior to the receipt of goods or completion of services.
- C. Timing of Payments. The City will make commercially reasonable efforts to process payments due under this Contract within 21 calendar days after receipt of materials or services and a correct invoice.
- D. Payment Discounts. Any early- or timely-payment discounts included in Contractor's Offer will apply to all payments under this Contract. The payment period for purposes of determining whether the discount applies to a particular payment will begin on the date the City receives the materials/service or a correct invoice for the materials/service, whichever is later, and will end on the date City's payment is issued. Unless taxes and transportation-related charges are itemized, the discount will be calculated using the full invoice amount.

J.29. PREVENTION OF HEAT-RELATED ILLNESSES AND INJURIES

If Contractor's employees or contract workers will perform work under this Contract in an outdoor environment, Contractor must have and implement a written plan listing the preventative and proactive measures that Contractor will take to protect those employees and contract workers from heat hazards (the "Heat Safety Plan") while performing that work. The City may request a copy of this Heat Safety Plan and documentation of all heat safety and mitigation efforts currently implemented by Contractor to prevent heat-related illnesses and injuries for work done under this Contract. The Heat Safety Plan must also be posted where it is accessible to employees. At a minimum, the Heat Safety Plan must include each of the following elements as it relates to heat safety:

- A. Availability of sanitized cool drinking water free of charge at locations that are accessible to all employees and contract workers.
- B. Ability to take regular and necessary breaks as needed and additional breaks for hydration.
- C. Access to shaded areas and/or air conditioning.
- D. Access to air conditioning in vehicles with enclosed cabs.

- E. Effective acclimatization practices to promote the physiological adaptation of employees or contract workers newly assigned or reassigned to work in an outside environment.
- F. Training of employees and contract workers, no later than one week prior to being deployed to work in an outdoor environment, on heat illness and injury that focuses on environmental and personal risk factors, prevention, how to recognize and report signs and symptoms of heat illness and injury, how to administer appropriate first aid measures, and how to report heat illness and injury to emergency medical personnel.
- G. The posting of signage at the job site that contains information, in both English and Spanish, explaining how to (a) recognize and report signs and symptoms of heat illness and injury; (b) administer appropriate first aid measures, and (c) report heat-related illness and injury to emergency medical personnel. The signage must also include a phone number for reporting heat violations to OSHA/ADOSH.
- H. Providing written notification to all employees and contract workers regarding their new worker protections under this provision. This notification shall be provided to existing employees and during the onboarding process for new employees. The notification shall be provided to each worker in the language preferred by that worker and must be posted in the workplace.

Contractor will incorporate this section in all subcontracts with subcontractors or other entities or individuals who may perform work under this Contract, including the requirement that those subcontractors impose the same obligations under any sub-subcontractors. It is the obligation of Contractor to ensure compliance with this provision by its subcontractors. City may terminate this Contract for failure to comply with this provision.

J.30. PROVISIONS REQUIRED BY LAW

This Contract will be deemed to include every provision required by law to be included. If through mistake or otherwise any such provision is not included, or is included incorrectly, then upon request by either party the parties will amend the Contract to insert or correct the required provision.

J.31. FINANCIAL RECORDS AND AUDITS

- A. Financial Controls and Accounting Records. Contractor will exercise internal controls over all financial transactions related to this Contract in accordance with sound fiscal policies. Contractor will maintain books, records, documents, and other evidence directly pertinent to the performance this Contract in accordance with generally accepted accounting principles and practices consistently applied, and other local, state or federal regulations.
- B. Retention Period. Contractor will maintain those records, together with related or supporting documents and information, at all times during the term of this Contract and for a period of 3 years after its expiration or termination.
- C. Audits. Upon written notice from City, Contractor will obtain and provide to City a contract-specific or general financial audit. The notice from City will specify the period to be covered by the audit, the type of audit and the deadline for completion and submission of the audit results to City. The audit must be performed by a qualified, independent accounting firm and include Contractor's responses, if any, to any audit findings.

- D. Access to Books and Records. The City and its authorized representatives may, with advance written notice to Contractor, during the term of this Contract or thereafter during the above retention period, inspect and audit Contractor's books and records that relate to its operations under this Contract as well as those kept by or under the control of its agents, assigns, successors and subcontractors. The Contractor will, at its expense, make such books and records available for such inspection and audit during normal business hours at Contractor's office, place of business, or other agreed-upon location, or will provide copies by mail or electronically. The City may, as part of its examination, make copies of, or extracts from, all such books and records (in whatever form they may be kept, whether written, electronic, or other).
- E. Result of Audit. If, as a result of such audit, Contractor is liable to the City for the payment of any sum, Contractor will pay such sum to the City together with interest thereon at the rate of one percent (1%) per month from the date such sums should have been paid, or the date of any overpayment by City, within 90 days after presentation of City's findings to Contractor. If the audit results in findings of fraud, misrepresentation, or non-performance, Contractor will pay the City's costs of conducting the audit. The City's audit rights will survive the expiration or termination of this Contract.
- F. Subcontractors and Assigns. Contractor will include these requirements in every agreement with any agent, assign, successor, and subcontractor who provides construction, professional design services, or other goods or services under this Contract.

J.32. RIGHT TO ASSURANCE

If a party to this Contract has reason to question, in good faith, the other party's intent to perform, the former party may demand that the other party give a written assurance of their intent to perform. In the event that a demand is made and no written assurance is given within 5 business days, the demanding party may treat this failure as a default.

J.33. RIGHT TO INSPECT

The City may from time to time during normal business hours, at the City's expense, inspect the Contractor's or any subcontractor's place of business at which work under this Contract is being performed.

J.34. NO WAIVER

No provision in this Contract acts expressly or by implication as a waiver by either party of any existing or future right and/or remedy available at law in the event of any default or breach of contract. If either party fails to insist upon the other's strict performance of any duty or condition under this Contract or fails to exercise or delays in exercising any right or remedy provided in this Contract or by law, or accepts nonconforming materials or services, that party will not be deemed to have waived its right to insist thereafter upon the strict performance of the Contract.

J.35. SUSPENSION OF WORK

The City may order Contractor to suspend, delay, or interrupt all or any part of the work under this Contract for the period of time that the City determines appropriate for the convenience of the City. The order must be in writing and signed by the City's Business Services Director.

J.36. TERMINATION OF CONTRACT

- A. For Convenience. The City may terminate this Contract at any time, with or without cause, with 30 days' advance written notice to Contractor. If the City terminates the Contract, it will be liable only for payment for services rendered and accepted before the effective date of the termination.
- B. For Cause. The City may terminate this Contract if any Contractor representation or warranty is found to have been inaccurate when made or is no longer accurate, or if Contractor fails to carry out or abide by any term or condition of the Contract and fails to remedy the problem within 10 days after receipt of notice of default from the City for monetary defaults, or within 30 days after notice if the default is non-monetary.
- C. Non-Appropriation. Each payment obligation of the City created by this Contract is conditioned upon the availability of funds that are appropriated or allocated for the payment of such obligation. If funds are not appropriated by the City and available for the continued purchase of the services and/or materials provided under this Contract, this Contract may be terminated by the City at the end of the period for which funds are available. The City will endeavor to notify Contractor if continued service will or may be affected by non-appropriation. No penalty will accrue to the City in the event this provision is exercised, and the City will not be liable for any future payments due or for any damages resulting from termination under this paragraph.

J.37. TITLE AND RISK OF LOSS

The title and risk of loss of any goods provided under this Contract will not pass to the City until the City actually receives the goods at the point of delivery and thereafter accepts them. No tender of a bill of lading will operate as a delivery of the materials.

J.38. ACCEPTANCE

Mere physical receipt and inspection of goods or services by the City does not alter or affect the obligations of Contractor to provide goods and services that conform to all specifications of this Contract and the City may reject goods or services that are later found to be nonconforming.

J.39. WAGE COMPLIANCE

Contractor shall pay their eligible employees the highest of:

- A. the City of Tucson minimum wage
- B. the State of Arizona minimum wage
- C. if applicable, the Tucson Living Wage

Contractor shall cooperate with all efforts of the City of Tucson's Labor Standards Unit (LSU) to monitor and ensure compliance with applicable labor standards to include, but not be limited to, the following:

- Providing copies of pertinent documentation upon request
- Cooperating with audits and interviews
- Abiding by deadlines and adhering to due dates for determinations and appeals filings

Contractor agrees to educate their employees on the applicable wage(s) that law requires them to minimally be paid.

All timely complaints that are received by the LSU will be evaluated in accordance with the procedures posted on the LSU's webpage: www.tucsonaz.gov/minimumwage

J.40. WRITTEN CERTIFICATION PURSUANT TO A.R.S. §35-394

If Contractor engages in for-profit activities and has at least ten full time employees, Contractor certifies that Contractor does not currently, and agrees for the duration of the contract that it will not, use: 1) the forced labor of ethnic Uyghurs in the People's Republic of China; 2) any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China; and 3) any contractors, subcontractors or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China. If Contractor becomes aware during the term of the contract that it is not in compliance with the written certification, it must notify the City within five business days after becoming aware of the noncompliance. This Contract will be automatically terminated 180 days after the date of the notice unless Contractor has, before the end of that period, notified the City that the noncompliance has been remedied.

K. VENDOR QUESTIONNAIRE

K.1. Discounts

As stated in the Instructions to Offerors. Discounts, the price(s) herein can be discounted by _____%, if payment is made within _____ days. These payment terms shall apply to all purchases and to all payment methods.

K.2. Cooperative Purchasing Program

☐ Cooperative Purchasing Program

Cooperative Purchasing allows other public agencies to piggyback on the City of Tucson's contracts. Will your firm provide the City of Tucson, as the lead agency on this regional contract, a rebate in the form of a percentage of sales based upon the other agencies sales?

☐ Yes

☐ No

☐ If yes, state percentage.

K.3. City of Tucson Business License

Does your firm have a City of Tucson Business License?

If yes, please provide a copy of your City of Tucson Business license in the next question.

☐ City of Tucson Business License

If yes on the above question please upload your business license.

K.4. Forms to be filled out

Please ensure that all required information is included with your offer.

- A. Technical Proposal
- B. Pricing Proposal
- C. Federal Funds Certification (Attachment E, Exhibit C)
- D. State of New Jersey Form(s), if applicable
- E. Offer and Acceptance Form

☐ Technical Proposal*

Please upload your Vendor Response to Evaluation Criteria.

*Response required

☐ Pricing Proposal

Please upload your Pricing Proposal (if applicable).

Federal Funds Certification*

Complete and sign the Federal Funds Certification included in Attachment E, Exhibit C

*Response required

State of New Jersey

If applicable, complete and sign the forms found in the "Vendor Forms Required For All Proposal Submissions" for the State of New Jersey:

<https://www.nj.gov/treasury/purchase/forms.shtml#eo134>.

Offer and Acceptance Form*

Please upload the signed Offer and Acceptance Form.

*Response required

Confidential Information*

Does your response to this solicitation contain a request to hold some portion of your response confidential and withhold from public record?

Please note: The City of Tucson is a public agency subject to public records laws. Therefore, all requests to withhold information from the public record must be accompanied by justification. Pricing will not be held confidential.

☐ Yes

☐ No

*Response required

Confidential Information*

If you answered yes to 4.4, then you must use this field to identify the sections of your submittal that you are requesting be withheld from public record.

If sections are not identified as confidential in this field, your request to hold information confidential may not be accepted.

Please note: The City of Tucson is a public agency subject to public records laws. Therefore, all requests to withhold information from the public record must be accompanied by justification. Pricing will not be held confidential.

*Response required

Exceptions*

In accordance with Paragraph D.9 of the Instructions to Offerors, any exceptions that an offeror wishes to submit for the City's consideration must be indicated here in order to be considered.

Is your firm submitting any exceptions for the City's consideration?

*Response required

OFFER AND ACCEPTANCE

OFFER

TO THE CITY OF TUCSON:

The Undersigned hereby offers and shall furnish the material or service in compliance with all terms, scope of work, conditions, specifications, and amendments in the Request for Proposals which is incorporated by reference as if fully set forth herein.

For clarification of this offer, contact:

Company Name

Name: _____

Address

Title: _____

City State Zip

Phone: _____

Signature of Person Authorized to Sign

Fax: _____

Printed Name

E-mail: _____

Title

ACCEPTANCE OF OFFER

The Offer is hereby accepted. The Contractor is now bound to sell the materials or services specified in the Contract. This Contract shall be referred to as Contract No. _____.

CITY OF TUCSON, a municipal corporation

Approved as to form:

Awarded:

As Tucson City Attorney and not personally

As Director of Business Services and not personally

Date

Date



Contract Summary Document