

Region 4 Education Service Center (ESC)

Contract # R191302

for

Pre-Employment Background Screening, Related Products
and Services

with

ADP, LLC

Effective: January 1, 2020

The following documents comprise the executed contract between the Region 4 Education Service Center and ADP, LLC, effective January 1, 2020:

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



Screening and Selection Services

Region 4 Education Service Center
Pre-Employment Background Screening, Related Products and Services
Solicitation Number 19-13

August 15, 2019

Presented By

Dana Fox
Vice President, Alliances
404.445.9529
dana.m.fox@adp.com



TABLE OF CONTENTS

Cover letter

Tab 1 – Appendix A and B

Draft Contract and Offer and Contract Signature Form (Appendix A)

- a. Terms and Conditions Acceptance Form (Appendix B)

Tab 2 – Products/Pricing

Responses to **Products/Pricing** Evaluation Criteria Questions

- a. Appendix D Price Proposal

Tab 3 – Performance Capability

Responses to **Performance Capability** Evaluation Criteria Questions

Responses to **OMNIA Partners Exhibit A – Response for National Cooperative Contract** Questions

- a. OMNIA Partners documents
 - OMNIA Partners Exhibit A – RESPONSE FOR NATIONAL COOPERATIVE CONTRACT
 - OMNIA Partners Exhibit B – ADMINISTRATION AGREEMENT, EXAMPLE
 - OMNIA Partners Exhibit E – CONTRACT SALES REPORTING TEMPLATE
 - OMNIA Partners Exhibit F – FEDERAL FUNDS CERTIFICATIONS
 - OMNIA Partners Exhibit G –NEW JERSEY BUSINESS COMPLIANCE
 - DOC #1 Ownership Disclosure Form
 - DOC #2 Non-Collusion Affidavit
 - DOC #3 Affirmative Action Affidavit
 - DOC #4 Political Contribution Disclosure Form
 - DOC #5 Stockholder Disclosure Certification
 - DOC #6 Certification of Non-Involvement in Prohibited Activities in Iran
 - DOC #7 New Jersey Business Registration Certificate

Tab 4 – Qualification and Experience

Responses to **Qualification and Experience** Evaluation Criteria Questions

- a. References



Tab 5 – Value Add

Responses to **Value Add** Evaluation Criteria Questions

Tab 6 – Additional Required Documents (Appendix C)

- a. Acknowledgment and Acceptance of Region 4 ESC’s Open Records Policy (Appendix C, Doc #1)
- b. Antitrust Certification Statement (Tex. Government Code § 2155.005) (Appendix C, Doc #2)
- c. Implementation of House Bill 1295 Certificate of Interested Parties (Form 1295) (Appendix C, Doc #3)
- d. Texas Government Code 2270 Verification Form (Appendix C, Doc #4)

TABLE OF EXHIBITS

Exhibit 1..... ADP Background Screening Services

Exhibit 2..... Region 4 ESC SASS Pricing

Exhibit 3..... Adverse Action FAQ

Exhibit 4..... SASS Average Screening Turnaround Times

Exhibit 5..... Background Screening Global Availability

Exhibit 6..... ADP Information Security Policy Statement

Exhibit 7..... ADP Dun & Bradstreet Report

Exhibit 8..... ADP Supplier Diversity Program

Exhibit 9..... SASS Implementation



Cover letter

August 15, 2019

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

Dear Crystal,

Thank you for the opportunity to respond to Region 4 Education Service Center's (Region 4 ESC) solicitation number 19-13, request for proposal (RFP) for pre-employment background screening, related products and services.

We understand Region 4 ESC is seeking a partner with depth, breadth, and quality of resources. ADP provides a partnership in many ways.

Experience. ADP has been in the business of helping public agencies select the right employees for more than 30 years. Founded in 1986 as Avert, Inc., ADP Screening and Selection Services, Inc. was one of the first companies to provide businesses with consumer reports for employment purposes and has been recognized for our user-friendly and highly efficient online client environment, which allows clients to order and retrieve background screening results and access HR support.

Today, our screening and selection services solution is part of ADP's talent acquisition solutions — a division dedicated to delivering a precise, customized blend of people, processes, and technology to the talent acquisition function. We align these services with our clients' objectives to help ensure they have the right people by improving efficiencies throughout the background screening and related services process. Our flexible solution adapts to Region 4 ESC's goals and helps participating agencies build a screening program that meets their needs.

Efficient solution. ADP proactively advises our clients regarding any process improvements we identify during implementation. We have worked with many clients to transition from a manual (fax/paper or limited automation) screening process to a highly automated process involving online candidate data collection, order submission, and receipt of results. Our focus is to reduce administrative tasks, increase automation, and provide innovative solutions to save our clients time and money — while reporting accurate background screening outcomes. As a result, we help our clients eliminate or improve many manual processes while switching to a more automated, efficient solution.



Fast and accurate results. While turnaround times for report results vary depending on the data source, ADP provides the fastest turnarounds available in the market. We fulfill most background checks in fewer than three business days, and many of our report results are returned instantly. ADP's quality assurance team has maintained a greater than 99 percent accuracy rate on all background screening reports for more than 10 years.

Flat-rate ordering fees. ADP's flat-rate ordering fees will reduce costs and ensure that participating agencies receive quality background checks at prices that will not change, regardless of search locations (with the exception of New York). Our pricing methodology ensures a consistent process and will improve clients' ability to budget accordingly for background screening costs. In addition, cascade ordering allows clients to run initial searches instantly. If a hit or criminal record violates the client's hiring policy, the search stops and does not incur any additional charges for the remainder of the search package. Cascade ordering drives down the cost of the search considerably and greatly reduces turnaround times and time to hire.

Standardized processes. ADP's integration with our drug screening and substance abuse testing will reduce duplicate entry of data into multiple systems, as all results are delivered into one ADP system. This option will also help standardize processes, automate workflow, and mitigate risk of non-compliance. Paper chain of custody forms can also be eliminated with electronic chain of custody (eCOC) forms that can be sent directly to the lab.

ADP performs more than 10 million screens annually. Region 4 ESC can rely on this experience to be confident ADP will support participating agencies in their efforts to improve efficiencies. Our screening solutions search available public information on applicants, customized to unique needs, to ensure new hires are the very best addition to the public agency.

If you have any questions or would like clarification of any portion of this response, please feel free to contact me.

Although I am not an officer of ADP, I am authorized on behalf of ADP to submit the enclosed proposal.

Kind regards,

A handwritten signature in cursive script that reads 'Dana Fox'. The signature is written in black ink and is positioned below the 'Kind regards,' text.

Dana Fox
Vice President, Alliances
(404) 445-9529
dana.m.fox@adp.com



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Tab 1



Tab 1 – Appendix A and B

Draft Contract and Offer and Contract Signature Form (Appendix A)

a. Terms and Conditions Acceptance Form (Appendix B)



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Appendix A

APPENDIX A

DRAFT CONTRACT

This Contract ("Contract") is made as of October 22, 2019, 201X by and between ADP, LLC ("Contractor") and Region 4 Education Service Center ("Region 4 ESC") for the purchase of Pre-Employment Background Screening, Related Products and Services ("the products and services").

RECITALS

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

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

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

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

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

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

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

- ii. Offeror's Best and Final Offer
 - iii. Offeror's proposal
 - iv. RFP and any addenda
- 5) Commencement of Work. The Contractor is cautioned not to commence any billable work or provide any material or service under this Contract until Contractor receives a purchase order for such work or is otherwise directed to do so in writing by Region 4 ESC.
 - 6) Entire Agreement (Parol evidence). The Contract, as specified above, represents the final written expression of agreement. All agreements are contained herein and no other agreements or representations that materially alter it are acceptable.
 - 7) Assignment of Contract. No assignment of Contract may be made without the prior written approval of Region 4 ESC. Contractor is required to notify Region 4 ESC when any material change in operations is made (i.e. bankruptcy, change of ownership, merger, etc.).
 - 8) Novation. If Contractor sells or transfers all assets or the entire portion of the assets used to perform this Contract, a successor in interest must guarantee to perform all obligations under this Contract. Region 4 ESC reserves the right to accept or reject any new party. A change of name agreement will not change the contractual obligations of Contractor.
 - 9) Contract Alterations. No alterations to the terms of this Contract shall be valid or binding unless authorized and signed by Region 4 ESC.
 - 10) Adding Authorized Distributors/Dealers. Contractor is prohibited from authorizing additional distributors or dealers, other than those identified at the time of submitting their proposal, to sell under the Contract without notification and prior written approval from Region 4 ESC. Contractor must notify Region 4 ESC each time it wishes to add an authorized distributor or dealer. Purchase orders and payment can only be made to the Contractor unless otherwise approved by Region 4 ESC. Pricing provided to members by added distributors or dealers must also be less than or equal to the Contractor's pricing.
 - 11) TERMINATION OF CONTRACT
 - a) Cancellation for Non-Performance or Contractor Deficiency. Region 4 ESC may terminate the Contract if purchase volume is determined to be low volume in any 12-month period. Region 4 ESC reserves the right to cancel the whole or any part of this Contract due to failure by Contractor to carry out any obligation, term or condition of the contract. Region 4 ESC may issue a written deficiency notice to Contractor for acting or failing to act in any of the following:
 - i. Providing material that does not meet the specifications of the Contract;
 - ii. Providing work or material was not awarded under the Contract;
 - iii. Failing to adequately perform the services set forth in the scope of work and specifications;
 - iv. Failing to complete required work or furnish required materials within a reasonable amount of time;
 - v. Failing to make progress in performance of the Contract or giving Region 4 ESC reason to believe Contractor will not or cannot perform the requirements of the Contract; or
 - vi. Performing work or providing services under the Contract prior to receiving an authorized purchase order.

Upon receipt of a written deficiency notice, Contractor shall have ten (10) days to provide a satisfactory response to Region 4 ESC. Failure to adequately address all issues of concern may result in Contract cancellation. Upon cancellation under this paragraph, all goods, materials, work, documents, data and reports prepared by Contractor under the Contract shall immediately become the property of Region 4 ESC.

- b) Termination for Cause. If, for any reason, Contractor fails to fulfill its obligation in a timely manner, or Contractor violates any of the covenants, agreements, or stipulations of this Contract Region 4 ESC reserves the right to terminate the Contract immediately and pursue all other applicable remedies afforded by law. Such termination shall be effective by delivery of notice, to the Contractor, specifying the effective date of termination. In such event, all documents, data, studies, surveys, drawings, maps, models and reports prepared by Contractor will become the property of the Region 4 ESC. If such event does occur, Contractor will be entitled to receive just and equitable compensation for the satisfactory work completed on such documents.
- c) Delivery/Service Failures. Failure to deliver goods or services within the time specified, or within a reasonable time period as interpreted by the purchasing agent or failure to make replacements or corrections of rejected articles/services when so requested shall constitute grounds for the Contract to be terminated. In the event Region 4 ESC must purchase in an open market, Contractor agrees to reimburse Region 4 ESC, within a reasonable time period, for all expenses incurred.
- d) Force Majeure. If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.

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

- e) Standard Cancellation. Region 4 ESC may cancel this Contract in whole or in part by providing written notice. The cancellation will take effect 30 business days after the other party receives the notice of cancellation. After the 30th business day all work will cease following completion of final purchase order.
- 12) Licenses. Contractor shall maintain in current status all federal, state and local licenses, bonds and permits required for the operation of the business conducted by Contractor. Contractor shall remain fully informed of and in compliance with all ordinances and regulations pertaining to the lawful provision of services under the Contract. Region 4 ESC reserves the right to stop work and/or cancel the Contract if Contractor's license(s) expire, lapse, are suspended or terminated.

- 13) Survival Clause. All applicable software license agreements, warranties or service agreements that are entered into between Contractor and Region 4 ESC under the terms and conditions of the Contract shall survive the expiration or termination of the Contract. All Purchase Orders issued and accepted by Contractor shall survive expiration or termination of the Contract.
- 14) Delivery. Conforming product shall be shipped within 7 days of receipt of Purchase Order. If delivery is not or cannot be made within this time period, the Contractor must receive authorization for the delayed delivery. The order may be canceled if the estimated shipping time is not acceptable. All deliveries shall be freight prepaid, F.O.B. Destination and shall be included in all pricing offered unless otherwise clearly stated in writing.
- 15) Inspection & Acceptance. If defective or incorrect material is delivered, Region 4 ESC may make the determination to return the material to the Contractor at no cost to Region 4 ESC. The Contractor agrees to pay all shipping costs for the return shipment. Contractor shall be responsible for arranging the return of the defective or incorrect material.
- 16) Payments. Payment shall be made after satisfactory performance, in accordance with all provisions thereof, and upon receipt of a properly completed invoice.
- 17) Price Adjustments. Should it become necessary or proper during the term of this Contract to make any change in design or any alterations that will increase price, Region 4 ESC must be notified immediately. Price increases must be approved by Region 4 ESC and no payment for additional materials or services, beyond the amount stipulated in the Contract shall be paid without prior approval. All price increases must be supported by manufacturer documentation, or a formal cost justification letter. Contractor must honor previous prices for thirty (30) days after approval and written notification from Region 4 ESC. It is the Contractor's responsibility to keep all pricing up to date and on file with Region 4 ESC. All price changes must be provided to Region 4 ESC, using the same format as was provided and accepted in the Contractor's proposal.

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

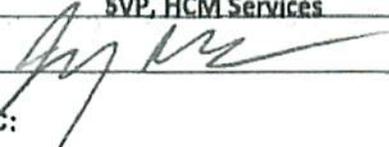
- 18) Audit Rights. Contractor shall, at its sole expense, maintain appropriate due diligence of all purchases made by Region 4 ESC and any entity that utilizes this Contract. Region 4 ESC reserves the right to audit the accounting for a period of three (3) years from the time such purchases are made. This audit right shall survive termination of this Agreement for a period of one (1) year from the effective date of termination. Region 4 ESC shall have the authority to conduct random audits of Contractor's pricing at Region 4 ESC's sole cost and expense. Notwithstanding the foregoing, in the event that Region 4 ESC is made aware of any pricing being offered that is materially inconsistent with the pricing under this agreement, Region 4 ESC shall have the ability to conduct an extensive audit of Contractor's pricing at Contractor's sole cost and expense. Region 4 ESC may conduct the audit internally or may engage a third-party auditing firm. In the event of an audit, the requested materials shall be provided in the format and at the location designated by Region 4 ESC.

- 19) Discontinued Products. If a product or model is discontinued by the manufacturer, Contractor may substitute a new product or model if the replacement product meets or exceeds the specifications and performance of the discontinued model and if the discount is the same or greater than the discontinued model.
- 20) New Products/Services. New products and/or services that meet the scope of work may be added to the Contract. Pricing shall be equivalent to the percentage discount for other products. Contractor may replace or add product lines if the line is replacing or supplementing products, is equal or superior to the original products, is discounted similarly or greater than the original discount, and if the products meet the requirements of the Contract. No products and/or services may be added to avoid competitive procurement requirements. Region 4 ESC may require additions to be submitted with documentation from Members demonstrating an interest in, or a potential requirement for, the new product or service. Region 4 ESC may reject any additions without cause.
- 21) Options. Optional equipment for products under Contract may be added to the Contract at the time they become available under the following conditions: 1) the option is priced at a discount similar to other options; 2) the option is an enhancement to the unit that improves performance or reliability.
- 22) Warranty Conditions. All supplies, equipment and services shall include manufacturer's minimum standard warranty and one (1) year labor warranty unless otherwise agreed to in writing.
- 23) Site Cleanup. Contractor shall clean up and remove all debris and rubbish resulting from their work as required or directed. Upon completion of the work, the premises shall be left in good repair and an orderly, neat, clean, safe and unobstructed condition.
- 24) Site Preparation. Contractor shall not begin a project for which the site has not been prepared, unless Contractor does the preparation work at no cost, or until Region 4 ESC includes the cost of site preparation in a purchase order. Site preparation includes, but is not limited to: moving furniture, installing wiring for networks or power, and similar pre-installation requirements.
- 25) Registered Sex Offender Restrictions. For work to be performed at schools, Contractor agrees no employee or employee of a subcontractor who has been adjudicated to be a registered sex offender will perform work at any time when students are or are reasonably expected to be present. Contractor agrees a violation of this condition shall be considered a material breach and may result in the cancellation of the purchase order at Region 4 ESC's discretion. Contractor must identify any additional costs associated with compliance of this term. If no costs are specified, compliance with this term will be provided at no additional charge.
- 26) Safety measures. Contractor shall take all reasonable precautions for the safety of employees on the worksite and shall erect and properly maintain all necessary safeguards for protection of workers and the public. Contractor shall post warning signs against all hazards created by its operation and work in progress. Proper precautions shall be taken pursuant to state law and standard practices to protect workers, general public and existing structures from injury or damage.
- 27) Smoking. Persons working under the Contract shall adhere to local smoking policies. Smoking will only be permitted in posted areas or off premises.

- 28) Stored materials. Upon prior written agreement between the Contractor and Region 4 ESC, payment may be made for materials not incorporated in the work but delivered and suitably stored at the site or some other location, for installation at a later date. An inventory of the stored materials must be provided to Region 4 ESC prior to payment. Such materials must be stored and protected in a secure location and be insured for their full value by the Contractor against loss and damage. Contractor agrees to provide proof of coverage and additionally insured upon request. Additionally, if stored offsite, the materials must also be clearly identified as property of Region 4 ESC and be separated from other materials. Region 4 ESC must be allowed reasonable opportunity to inspect and take inventory of stored materials, on or offsite, as necessary. Until final acceptance by Region 4 ESC, it shall be the Contractor's responsibility to protect all materials and equipment. Contractor warrants and guarantees that title for all work, materials and equipment shall pass to Region 4 ESC upon final acceptance.
- 29) Funding Out Clause. A Contract for the acquisition, including lease, of real or personal property is a commitment of Region 4 ESC's current revenue only. Region 4 ESC retains the right to terminate the Contract at the expiration of each budget period during the term of the Contract and is conditioned on a best effort attempt by Region 4 ESC to obtain appropriate funds for payment of the contract.
- 30) Indemnity. Contractor shall protect, indemnify, and hold harmless both Region 4 ESC and its administrators, employees and agents against all claims, damages, losses and expenses arising out of or resulting from the actions of the Contractor, Contractor employees or subcontractors in the preparation of the solicitation and the later execution of the Contract. Any litigation involving either Region 4 ESC, its administrators and employees and agents will be in Harris County, Texas.
- 31) Marketing. Contractor agrees to allow Region 4 ESC to use their name and logo within website, marketing materials and advertisement. Any use of Region 4 ESC name and logo or any form of publicity, inclusive of press releases, regarding this Contract by Contractor must have prior approval from Region 4 ESC.
- 32) Certificates of Insurance. Certificates of insurance shall be delivered to the Region 4 ESC prior to commencement of work. The Contractor shall give Region 4 ESC a minimum of ten (10) days' notice prior to any modifications or cancellation of policies. The Contractor shall require all subcontractors performing any work to maintain coverage as specified.
- 33) Legal Obligations. It is Contractor's responsibility to be aware of and comply with all local, state, and federal laws governing the sale of products/services and shall comply with all laws while fulfilling the Contract. Applicable laws and regulation must be followed even if not specifically identified herein.

OFFER AND CONTRACT SIGNATURE FORM

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

Company Name	ADP, LLC
Address	5800 Windward Parkway
City/State/Zip	Alpharetta, GA 30005
POC Telephone No.	404.445.9529
POC Email Address	dana.m.fox@adp.com
POC Name / Title	Dana Fox, Vice President, Alliances
Signatory Name / Title	Jimmy Adams SVP, HCM Services
Authorized signature	



Accepted by Region 4 ESC:

Contract No. R191302

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

Faye B. Bryant
Region 4 ESC Authorized Board Member

10/22/19
Date

Faye B. Bryant
Print Name

Linda F. Tinnerman
Region 4 ESC Authorized Board Member

10/22/19
Date

Linda F. Tinnerman
Print Name



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Appendix B

Appendix B

TERMS & CONDITIONS ACCEPTANCE FORM

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

Check one of the following responses:

- Offeror takes no exceptions to the terms and conditions of the RFP and draft Contract.

(Note: If none are listed below, it is understood that no exceptions/deviations are taken.)

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

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

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

Section/Page	Term, Condition, or Specification	Exception/Proposed Modification	Accepted (For Region 4 ESC's use)
Draft Contract p. 4	18. Audit Rights	Region 4 ESC must provide at least 30 days advance notice of intent to audit, and must notify ADP of the intended scope of the audit. Audit may not last more than 5 business days and shall not include access to ADP's confidential data centers.	Accepted - Section #18 - Audit Rights: Notwithstanding the foregoing, in the event that Region 4 ESC is made aware of any pricing being offered that is materially inconsistent with the pricing under this agreement, Region 4 ESC shall have the ability to conduct an extensive audit of Contractor's pricing at Contractor's sole cost and expense. Region 4 ESC may conduct the audit internally or may engage a third party auditing firm as approved by both parties.
1/16/2020 Accepted	30. Indemnity Indemnity: Contractor shall protect, indemnify, and hold harmless both Region 4 ESC and its administrators, employees and agents against all claims, damages, losses and expenses arising out of or resulting from the actions of the Contractor, Contractor employees or subcontractors in the preparation of the solicitation. Contractor shall protect, indemnify, and hold harmless both Region 4 ESC and its administrators, employees and agents against all third party claims that arise as a result of negligent or intentional acts or omission of the Contractor or Contractor employees or from third party claims that the supplies infringe the intellectual property rights of a third party.	Per company policy, ADP's indemnification shall be for third-party claims shall not include all acts or omissions pertaining to the contract. Instead, it be limited to ADP's failure to comply with its obligations under its contract with Region 4 ESC. Further, the indemnities set forth in the agreement must be conditioned on the following: (i) Region 4 ESC must promptly notify ADP of any matters in respect of which it seeks to be indemnified, and shall give ADP full cooperation and opportunity to control the response thereto and the defense thereof, including without limitation any settlement thereof, and with counsel of ADP's choice; (ii) ADP would have no obligation for any claim if Region 4 ESC makes any admission, settlement or other communication regarding such claim without the prior written consent of ADP (which consent shall not be	

Section/Page	Term, Condition, or Specification	Exception/Proposed Modification	Accepted (For Region 4 ESC's use)
		unreasonably withheld); and (iii) Region 4 ESC's failure to promptly give notice to ADP shall affect ADP's obligation to indemnify Region 4 ESC only to the extent that ADP's rights are materially prejudiced by such failure. The agreement would permit Region 4 ESC to participate, at its own expense, in such defense and in any settlement discussions directly or through counsel of its choice.	
Draft Contract . 6	32. Certificates of Insurance	ADP shall give Region 4 ESC a minimum of thirty (30) days' notice prior to any material modifications or cancellation of policies.	acceptable
Administrative Agreement p. 11	7 (Consequential Damages)	Revise Section 7 to read as follows: WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, OMNIA PARTNERS, PUBLIC SECTOR EXPRESSLY DISCLAIMS ALL EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES REGARDING OMNIA PARTNERS, PUBLIC SECTOR' PERFORMANCE AS A CONTRACT ADMINISTRATOR OF THE MASTER AGREEMENT. NEITHER OMNIA PARTNERS, PUBLIC SECTOR NOR SUPPLIER SHALL BE LIABLE IN ANY WAY TO THE OTHER PARTY FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, OR RELIANCE DAMAGES, EVEN IF SUCH PARTY IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.	ok,10/15/19

p

OMNIA is acceptable too

Appendix B

TERMS & CONDITIONS ACCEPTANCE FORM

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

Check one of the following responses:

- Offeror takes no exceptions to the terms and conditions of the RFP and draft Contract.

(Note: If none are listed below, it is understood that no exceptions/deviations are taken.)

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

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

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

Section/Page	Term, Condition, or Specification	Exception/Proposed Modification	Accepted (For Region 4 ESC's use)
Draft Contract p. 4	18. Audit Rights	Region 4 ESC must provide at least 30 days advance notice of intent to audit, and must notify ADP of the intended scope of the audit. Audit may not last more than 5 business days and shall not include access to ADP's confidential data centers.	
Draft Contract p. 6	30. Indemnity	Per company policy, ADP's indemnification shall be for third-party claims shall not include all acts or omissions pertaining to the contract. Instead, it be limited to ADP's failure to comply with its obligations under its contract with Region 4 ESC. Further, the indemnities set forth in the agreement must be conditioned on the following: (i) Region 4 ESC must promptly notify ADP of any matters in respect of which it seeks to be indemnified, and shall give ADP full cooperation and opportunity to control the response thereto and the defense thereof, including without limitation any settlement thereof, and with counsel of ADP's choice; (ii) ADP would have no obligation for any claim if Region 4 ESC makes any admission, settlement or other communication regarding such claim without the prior written consent of ADP (which consent shall not be	

Section/Page	Term, Condition, or Specification	Exception/Proposed Modification	Accepted (For Region 4 ESC's use)
		unreasonably withheld); and (iii) Region 4 ESC's failure to promptly give notice to ADP shall affect ADP's obligation to indemnify Region 4 ESC only to the extent that ADP's rights are materially prejudiced by such failure. The agreement would permit Region 4 ESC to participate, at its own expense, in such defense and in any settlement discussions directly or through counsel of its choice.	
Draft Contract p. 6	32. Certificates of Insurance	ADP shall give Region 4 ESC a minimum of thirty (30) days' notice prior to any material modifications or cancellation of policies.	
Administrative Agreement p. 11	7 (Consequential Damages)	Revise Section 7 to read as follows: WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, OMNIA PARTNERS, PUBLIC SECTOR EXPRESSLY DISCLAIMS ALL EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES REGARDING OMNIA PARTNERS, PUBLIC SECTOR' PERFORMANCE AS A CONTRACT ADMINISTRATOR OF THE MASTER AGREEMENT. NEITHER OMNIA PARTNERS, PUBLIC SECTOR NOR SUPPLIER SHALL BE LIABLE IN ANY WAY TO THE OTHER PARTY FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, OR RELIANCE DAMAGES, EVEN IF SUCH PARTY IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.	



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Tab 2



Tab 2 – Products/Pricing

Responses to **Products/Pricing** Evaluation Criteria Questions

- a. Appendix D Price Proposal

Requested Package	ADP Recommended Package	ADP Pricing Per Screen
<p>New General Employee Package. Provide package and pricing related to screening a new general employee. Following items: Form I-9/E-Verify; SSN Trace; criminal check; national sex offender check; and national security watch list (OFAC) check.</p>	<p>SSNDMS, Crim Radar, Order Builder, +3 County Criminal History, MSSOR, OIG/GSA, Employment Verification</p>	<p>\$ Redacted</p>
<p>New Management Employee Package. Provide package and pricing related to screening a new management-level employee. Following items: Form I-9/EVerify; SSN trace; employment credit report; criminal check; national sex offender check; driver license check; national security watch list (OFAC) check; and education verification.</p>	<p>SSNDMS, Crim Radar, Order Builder, +3 County Criminal History, MSSOR, OIG/GSA, Education Verification, Employment Verification</p>	<p>\$ Redacted</p>
<p>Existing General Employee Package. Provide package and pricing related to screening an existing general employee. Following items: SSN trace; criminal check; national sex offender check; and national security watch list (OFAC) check.</p>	<p>Crim Radar, Order Builder, +1 County Criminal History, MSSOR, OIG/GSA</p>	<p>\$ Redacted</p>
<p>Existing Management Employee Package. Provide package and pricing related to screening an existing management-level employee. Following items: SSN trace; criminal check; national sex offender check; and national security watch list (OFAC) check; and education verification.</p>	<p>Crim Radar, Order Builder, +3 County Criminal History, MSSOR, OIG/GSA</p>	<p>\$ Redacted</p>
<p>International Package. Provide package and pricing related to screening international potential and existing employee. Following items: Form I-9/EVerify; SSN trace; employment credit report; criminal check; national sex offender check; driver license check; national security watch list (OFAC) check; and education verification.</p>	<p>Please see attached pricing document for country specific screens, pricing, and applicable turn-around-times</p>	<p>Please see attached pricing document for country specific screens, pricing, and applicable turn-around-times</p>
<p>Recommended Package(s). Should your firm have other recommended package plans, provide recommendation as part of your response.</p>	<p>ADP can recommend best fit screening packages upon further scoping of needs and requirements.</p>	<p>If selected to move forward, ADP would be happy to create additional best fit packages to fit the needs and requirements of the organization</p>

Service/Screen	Unit Price (per screen)	Unit Price (other)	Average Turn Around Time (days)	Notes
Social Security Number Trace & Locator				Since no 'national database' exists, it is unclear what type of screen this may be requesting, however county criminal history searches are most recommended for the most complete candidate background screen
Criminal Database (National)				
Federal Criminal Records	\$ Redacted		0.27	
U.S. Criminal Records History				Unclear what type of screen this may be requesting, however county criminal history searches are most recommended for the most complete candidate background screen
Consumer Credit History	\$ Redacted		Instant	
Professional License Verification	\$ Redacted		1.14	
Education Verification	\$ Redacted		1.6	
Employment Verification	\$ Redacted		1.62	
Motor Vehicle/Driving Record	\$ Redacted	applicable state fee	0.16	\$ Redacted ADP fee + applicable State fee
State Sex Offender Search	\$ Redacted			
National Sex Offender Search	\$ Redacted		0.08	
Adverse Action (Letter Service)	\$ Redacted		Instant	Includes both letters
National Security Watch List (OFAC)	\$ Redacted		0.06	
SSN Trace	\$ Redacted		Instant	Death Master
Search County Criminal Search (7yrs)	\$ Redacted		1.77	
State Criminal Search (7yrs)	\$ Redacted		1.77	
County Civil Search	\$ Redacted		2.15	
Social Media Screening				
Department of Transportation (DOT) Employment Verification	\$ Redacted		-	Each additional question (6) is an additional \$Redacted/question. ADP does not offer a rescreening/continuous monitoring service, however, a candidate/employee may be rescreened at any time.
Rescreening/ Continuous Monitoring Services				
Fair Chance Initiative (Letter Service)				Unclear what type of screen this may be requesting
Department of Justice (DOJ) Verification	\$ Redacted		0.06	Part of the OIG/GSA Search

Service/Screen	Unit Price (per screen)	Unit Price (other)	Average Turn Around Time (days)	Notes
Others (List below):				
Credential Verification	\$ Redacted		1.14	
Drug Screening (5, 9, 10 panel urine)	\$ Redacted		2.65	We offer an assortment of drug screening including urine screens, DOT screening, physicals (DOT and standard physicals), TB testing, vision and auditory screening. Drug Screening starts at \$ (Redacted)/screen for Labcorp facilities and has different pricing per tier
Implementation - Background Screening	\$ Redacted		4-8weeks	
Implementation - Drug Screening	\$ Redacted		4-8weeks	



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Evaluation Responses



Responses to Products/Pricing Evaluation Criteria Questions

i. **Respond to APPENDIX D, Price Proposal.**

Please see **Tab 2, Appendix D – Price Proposal.**

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

ADP's background, drug, and medical screening solutions help our clients reduce time to hire, manage hiring risk, and enable new hires to quickly become productive employees. Our global screening solutions search available public information on your candidates, are customized to your unique needs, and ensure your new hires are a good addition to your organization.

Each year, ADP performs millions of background screens in more than 170 countries for employers of every size. Our flexible solution adapts to Region 4 Education Service Center's (Region 4 ESC) organizational goals and lets you build a screening program that meets your needs. ADP's pre-employment background screening solution incorporates best practices and provides expert consultation to help Region 4 ESC reduce liability.

Background screens available from ADP include:

Candidate verification. We verify a candidate's Social Security Number and include results from a Social Security Administration (SSA) death master search — along with a name trace and other names the candidate may have used.

Criminal searches. ADP can help you through the process of selecting court records. We derive a robust criminal screening solution that includes federal and state criminal court records, county felony and misdemeanor records, international criminal history searches, and a criminal history database search.

Comprehensive screening. ADP can also support motor vehicle record search/driving records, credit search, federal and county civil searches, bankruptcy court records, and workers' compensations reports.

Registries. ADP searches a variety of government registries during the background search process, including multistate sex offender searches; Federal Drug Administration (FDA) sanctions; Fraud and Abuse Control Information Systems® (FACIS®) 1, 1M, and 3; and System of Award Management (SAM) (which includes Office of Inspector General [OIG] and General Services Administration [GSA®] searches).



Reference verifications. Reference verifications cover employment and education verification, as well as personal and professional credentials.

Drug testing and medical screening. Drug testing and medical screening are also offered as part of the background screening process.

Return to duty. ADP supports the necessary substance abuse testing, state-specific motor vehicle reports, or criminal background checks required to support the return-to-duty process.

Compliance services. Compliance guides and alerts are available to help keep employers up to date on ever-changing laws and regulations pertaining to background screening:

- Compliance guides offer guidelines for screening new candidates or current employees in accordance with state and local laws (known as “ban-the-box” laws) restricting employers’ use of criminal record information.
- Legislative alerts provide clients with a high-level overview of federal and state legislative bills and laws that may potentially impact screening policies and practices.
- Compliance webinars provide helpful compliance and legal insight into current and trending screening topics.
- The Guide is a central repository of pertinent background screening information, such as client and applicant forms, product information, links to the Fair Credit and Reporting Act (FCRA), and compliance overviews.

Global screening. Global screening is available in more than 170 countries for U.S.-based and multinational organizations. Our solution supports criminal searches, bankruptcy searches, civil court records, employment and education verifications, credit reports, financial services authority checks, driving records, identification checks, address confirmations, open media searches, and global database searches.

Background screening packages

Region 4 ESC can choose from recommended background screening industry packages or work with ADP to create a customized, position-specific screening solution.

Region 4 ESC can also use a la carte ordering by itself or in conjunction with screening packages. Region 4 ESC can view the costs associated with all background screening packages, as well as a la carte items, online.

In addition, ADP offers flat-rate packages that do not incur additional fees. Region 4 ESC can also view the exact cost of background screens prior to purchase and on-demand billing/usage reports.



ADP's cascade ordering allows Region 4 ESC to run instant, low-cost screens before continuing with the rest of the background screening package. This functionality can significantly decrease the cost of the package and help to reduce Region 4 ESC's turnaround times and time to hire.

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

Our pricing model provides a fixed price for individual screens. We also offer customized packages for bundled individual screens, often associated with the screening requirements of specific positions or contractual requirements. Fixed pricing is also offered for packages. Operational efficiencies often result in packaged pricing being typically lower and more cost-effective than the sum of the pricing for individual screens.

Additional information is provided in **Tab 2, Appendix D – Price Proposal**.

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

Per ADP's pricing structure, the price quoted is the price Region 4 ESC will expect to budget for future screens. Our ability to provide one quoted price ensures consistent pricing throughout the term of Region 4 ESC's use of ADP's solution.

v. Describe payment methods offered.

ADP accepts checks, wire/ACH, and direct debit of fees (ADP initiates the debit from the client's bank account).

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

Per ADP's pricing structure, the price quoted is the price Region 4 ESC will expect to budget for future screens. Our ability to provide one quoted price ensures consistent pricing throughout the term of Region 4 ESC's use of ADP's solution.

Additional information is provided in **Tab 2, Appendix D – Price Proposal**.

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

As ADP continues to provide our clients with industry leading compliance tools and screening solutions, we consistently develop new and robust products to support our clients. As those new tools are introduced, availability and pricing will be shared with all screening clients and our service team may work with Region 4 ESC administrators if those solutions are desired.



viii. Provide any additional information relevant to this section.

Please see **Exhibit 1 – ADP Background Screening Services** for additional information.

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

Pricing details are provided in **Tab 2, Appendix D – Price Proposal**.



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Appendix D

Appendix D

RFP 19-13

Pre-Employment Background Screening, Related Products and Services

PRICE PROPOSAL

A. BACKGROUND SCREENING SERVICE PACKAGES

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

B. UNBUNDLED BACKGROUND SCREENING SERVICES

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

Service	Unit Price (Employee)	Unit Price (Other)	Average Turnaround Time	Notes
Social Security Number Trace & Locator				
Criminal Database (National)				
Criminal History				
Federal Criminal Records				
U.S. Criminal Records History				
Consumer Credit History				
Professional License Verification				
Education Verification				
Employment Verification				
Motor Vehicle/Driving Record				
State Sex Offender Search				
National Sex Offender Search				
Adverse Action (Letter Service)				
National Security Watch List (OFAC)				
SSN Trace				
County Criminal Search (7years)				
State Criminal Search				
County Civil Search				

Social Media Screening				
Department of Transportation (DOT) Employment Verification				
Rescreening/ Continuous Monitoring Services				
Fair Chance Initiative (Letter Service)				
Department of Justice (DOJ) Verification				
Others (List below):				

C. IN-PROCESSING/ONBOARDING SERVICES

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

1. What is the fee for in-processing/onboarding services and how is the fee charged (e.g. per hire, per item processed)?

ADP HCM/Payroll/HR Platforms include onboarding modules, but cannot be sold individually. If selected, ADP would provide a thorough analysis to provide the best fit HCM/Payroll/HR solution to also include onboarding.

2. Are there any implementation fees? If not implemented upon contract execution, would there be future implementation fees? If so, please list those fees below.

To be scoped out if selected.

3. Are there any conversion fees, retention fees, web service fees, training fees, marketing material fees, or other fees associated with providing in-processing/onboarding services? If so, please list below.

To be scoped out if selected.

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

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

Yes, there are implementation fees specifically related to background screening. Standard implementation lasts 4 to 8 weeks, and there is a one-time fee of \$ (Redacted) for background screening and \$ (Redacted) for drug screening.

2. Are there any conversion fees, retention fees, web service fees, training fees, marketing material fees, or other fees associated for providing background screening services? If so, please list below.

To be scoped out if selected.

3. Are there Compliance Consulting Services? If so, detail the services and fees?

To be scoped out if selected.

E. FORM I-9/E-VERIFY SERVICES

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

ADP HCM/Payroll/HR Platforms can include onboarding modules, but cannot be sold individually. If selected, ADP would provide a thorough analysis to provide the best fit HCM/Payroll/HR solution to also include onboarding.

1. What is the per unit fee for E-Verify services?

Pricing will vary based on the scope of the project; eVerify services/cost is wrapped within the per-form I9 form fee (it is not an independent fee to utilize eVerify).

2. What is the per unit fee for Form I-9 services?

Pricing will vary based on the scope of the project, volumes, and the ADP HCM/Payroll/HR platform. To be scoped out, if selected.

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

Because I9/eVerify is an independent solution with separate billing from the background screening function/solution, pricing will have a unique billing per solution. These fees cannot be combined into a package.

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

Implementation fees will vary based on the ADP HCM/Payroll/HR platform.

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

Pricing will vary based on the scope of the project and requirements.

6. Are there any conversion fees, retention fees, web service fees, training fees, marketing material fees, or other fees associated with providing Form I-9 verification services? If so, please list below.

Yes, pricing will vary based on the scope of the project and the requirements.

F. Department of Justice (DOJ) Verification

Offeror shall answer the questions below regarding DOJ services.

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

At this time, ADP does not conduct any fingerprinting services.

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

Depending on the scope of the requirements, pricing will be defined by the scope of the project.

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

Depending on the scope of the DOJ screening, if able, the screens can be combined into the background screening services/packages.

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

All background and drug screening implementation fees are within the \$ (Redacted) one-time fee (\$ (Redacted) for background screening, \$ (Redacted) for drug screening).

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

Reporting can be pulled from the online Select system, as well as requested from our screening service teams.

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

Pricing will vary based on the scope of the project and the requirements.

- G. Are there any discount programs? If so, please describe discounted fee schedule based on projected volume in your cost proposal. If volume exceeds this number, state what the additional discount fee would be.

ADP works closely with all of our clients to deliver the screening accuracy and support they need at an industry standard price, regardless of volumes of screens ordered/conducted. However, for clients who extend large volumes of screens, pricing discounts may be eligible. Pricing will vary based on the scope of the project and the requirements.

- H.** Do you offer adverse action letter fulfillment/solutions to clients? If yes, please describe the available resources and procedures involved. Please indicate in your cost proposal if there any additional fees for this option. Please provide the procedure utilized by your firm and sample action notices.

Yes, we do offer pre/post adverse action assistance. Pricing is available in **Exhibit 2** and information about pre/post adverse action is provided in **Exhibit 3**.

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

While ADP's screening and selection services offers our clients the pinnacle of compliance and screening support, we advise working with your specific organization's legal and compliance council for questions and support.



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Tab 3



Tab 3 – Performance Capability

Responses to **Performance Capability** Evaluation Criteria Questions

Responses to **OMNIA Partners Exhibit A – Response for National Cooperative Contract** Questions

a. OMNIA Partners documents

OMNIA Partners Exhibit A – RESPONSE FOR NATIONAL COOPERATIVE CONTRACT

OMNIA Partners Exhibit B – ADMINISTRATION AGREEMENT, EXAMPLE

OMNIA Partners Exhibit E – CONTRACT SALES REPORTING TEMPLATE

OMNIA Partners Exhibit F – FEDERAL FUNDS CERTIFICATIONS

OMNIA Partners Exhibit G –NEW JERSEY BUSINESS COMPLIANCE

DOC #1 Ownership Disclosure Form

DOC #2 Non-Collusion Affidavit

DOC #3 Affirmative Action Affidavit

DOC #4 Political Contribution Disclosure Form

DOC #5 Stockholder Disclosure Certification

DOC #6 Certification of Non-Involvement in Prohibited Activities in Iran

DOC #7 New Jersey Business Registration Certificate



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Evaluation Responses



Responses to Performance Capability Evaluation Criteria Questions

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

Please see Tab 3, Exhibit A Responses.

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

Please see Tab 3, OMNIA Exhibit B.

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

Please see Tab 3, OMNIA Exhibit F and Tab 3, OMNIA Exhibit G.

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

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

The following browsers are supported:

- Internet Explorer 9 and above.
- Firefox (latest version).
- Chrome (latest version).

In addition, Adobe Acrobat Reader is required to view completed background screening results online.



- ***How are services ordered? Provide a description of your ordering process. Include any demo codes, if these are available. Is your on-line site available 24/7, 365 days?***

The process begins when Region 4 ESC logs in to the ADP solution, or the appropriate information is sent from your ATS solution. You provide pertinent candidate data (such as name, date of birth, Social Security Number [SSN], current and previous addresses, prior employer names and contact information, educational background, etc.).

Users are alerted regarding compliance requirements associated with certain types of background checks. Once all forms have been signed and collected, Region 4 ESC can place the background screening order. ADP processes the order and conducts the necessary court research. Data from the court or government source is verified, and results indicating the presence of a record are subject to ADP's quality assurance procedures. For periodic audits, such as annual motor vehicle/driving record audits, ADP also offers a spreadsheet upload process to support the processing of multiple background checks.

Our solution can automatically email Region 4 ESC users as soon as reports are finished and ready to view online. Final results are formatted in an easy-to-follow report available to authorized Region 4 ESC representatives.

Online track and retrieve features allow Region 4 ESC to always know the status of your orders (on hold, delayed, in process, or complete). Our online client environment and our internal order fulfillment system are connected so order status is updated in real time, and Region 4 ESC always has the most current order information.

Region 4 ESC can configure your ordering workflow so end users can easily order typical screens with minimal data entry. A la carte ordering is also available for candidates or in conjunction with package orders. Multiple Region 4 ESC users can simultaneously access our online client environment. You can place restrictions and grant/remove permissions for users.

Region 4 ESC can view candidate reports for up to two years online. After two years, ADP stores the data offline for up to seven years, and you can access reports upon request.

ADP's solution is available 24x7x365 other than for scheduled system maintenance.

- ***Describe your security policies.***

ADP's Corporate Security Council and our security-operating model guide security within ADP. The Council reports to ADP's Chief Executive Officer and senior management team. In addition, the ADP Chief Information Security Officer and dedicated security associates oversee internal and external security activities, including policies, procedures and guidelines.



ADP's electronic security policy addresses:

- Information security responsibilities.
- Electronic communications systems.
- Email security.
- Instant messaging.
- Voicemail security.
- Secure fax standards.
- Disposal of confidential information.
- Secure on-site shredding.
- Disposal and reuse of electronic media.
- Data classification.
- Access to associates' electronic files.
- Security of confidential information ("clean desk policy").
- Responses to client requests for information.
- Responses to other information requests/media response guidelines.
- Third-party access to ADP or client confidential information.
- Mobile device policy.
- Laptop security guidelines.
- Virus protection.
- Remote access.
- Wireless networking access.
- Electronic incident management and handling.
- eCommerce security standards.
- Internet use.
- Internet applications and services security assessments.
- Identification and authorization policy.
- Password standards for associates.
- User ID and password standards for system/LAN administrators and application developers of intranet systems.
- Access control standards.
- Computer hardware and software policy.
- Encryption.
- Secure email standards.
- IT physical security.
- Incident response, reporting and tracking.
- Facility security.
- Emergency evacuation and assembly locations.
- Handling biochemical incidents, suspicious mail and explosives.
- Physical security guidelines.
- Security guidelines for visitors.
- HR security policies.
- Background checks.
- Cell phones, cameras and recording devices.



- Workplace safety and weapons.
- Driving on ADP business.
- Termination of systems access for departing associates.

All ADP associates and contractors are covered by ADP's security policies. Policies are communicated to associates through new-hire orientation, training classes and online policy distribution.

Upon hire and then periodically, ADP associates must acknowledge receipt and acceptance of ADP's information security responsibilities. All authorized users (ADP associates, consultants, contractors and business partners) must acknowledge these responsibilities and security policies before access is granted to ADP's electronic communication systems.

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

ADP employs user ID/password pairs with strict controls on the duration and format of passwords:

- Passwords must contain a minimum number of characters.
- Passwords can only contain a maximum number of characters.
- Passwords must contain at least one embedded alpha character (A–Z, a–z) and at least one embedded numeric (0–9) or special character.
- Passwords are case-sensitive (A, a).
- A select number of identical characters in a row are not permitted.
- The password cannot contain the user ID (regardless of case).
- The password cannot contain the user's first and/or last name (regardless of case).
- A select number of previously used passwords cannot be reused.
- A user cannot change his or her password more than once in a 24-hour period.
- Passwords expire and require a change after a select number of days.
- The account is suspended if the password is not used within a select number of days.
- The account is deleted if the password is not used within a select number of days after the account is suspended.
- The account is suspended if the password is not used within a select number of days after an administrative password reset.
- The account is suspended if the password manually assigned by an administrator is not used within a select number of days.
- Links will be provided on the log-in screen to request user ID and/or password, as well as a service number to call.

With the proper permissions, administrator(s) can change user passwords.



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

Data retention and destruction are governed by ADP's Disposal and Reuse of Electronic Media and Record Retention policies. Data retention is commensurate with the agreed terms and conditions of the Master Services Agreement. Exceptions to the agreed retention periods are made if required by any applicable laws and/or government regulations.

ADP policy requires all media/data which has reached its end-of-life is rendered unrecoverable by means such as degaussing and/or crushed by a third-party vendor under the supervision of ADP Corporate Security and incinerated. Our data destruction methods are in line with Department of Defense (DOD), the Gramm-Leach-Bliley Act and the Sarbanes-Oxley Act of 2002 guidelines for secure data destruction methods. Data retention is commensurate with the agreed terms and condition of the Master Services Agreement.

Exceptions to the agreed retention periods will be made if required by law and/or government regulations.

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

ADP's current protocol is to store the background check, drug testing, and health screening information online for a minimum of two years. As required by law, we use industry best practices to shred and/or pulverize any sensitive data that must be destroyed.

ADP has taken significant steps to mitigate the impacts of business interruptions. Our global business resiliency policy and program, which was developed in compliance with applicable regulations and guidelines, establishes a single global framework for how ADP manages and controls identified risks resulting from disasters and other significant business disruption events.

ADP's backup strategy is to design, develop and deploy systems and redundant infrastructure in support of a fully operational disaster recovery and service continuity plan. The strategy is further intended to ensure complete disaster recovery/service continuity for our business offices, data centers, command centers and their associated processing activities. The strategy is implemented through defined policies, procedures and systems, which are reviewed regularly and updated where applicable.

ADP maintains geographically diverse Tier-IV-engineered data centers where our production systems are housed. High-speed optical fiber circuits provide dedicated connectivity between the centers. Each client is acclimated to an active production system instance within a data center. In the alternate data center, a passive application system instance is used for failover. Data is replicated between active-passive system instances in real time. In the event of a data center disaster declaration, affected clients are failed-over from their active production



system instance to their passive system instance in the alternate data center for continued processing.

Systems and network data are copied to backup media nightly. Backups are encrypted and stored on-site and off-site within secure data center/storage facilities, meeting the needs of our information systems department and corporate auditing requirements.

■ ***Who maintains the application? Where is your application hosted?***

ADP maintains the application and applies version upgrades and interim maintenance releases to our hosted solutions.

We provide convenient, one-stop access to solution release details, update information and new features and functionality within the solution. We also provide client communication and training on new feature functionality. Major functional enhancements are provided in off mode so Region 4 ESC can choose which new features to use and when to use them.

Clients review release material and determine any impact to the systems, desktops and/or operations; attend offered training as needed; enable new features or functionality; and test changes that may impact desktops, operations or new features or functionality.

The application is hosted in ADP's two secure Tier-IV-engineered data centers, which house client data in support of our HR, payroll, benefits, talent acquisition, talent management and timekeeping application services. These ADP-owned and -operated data centers provide infrastructure capacity and capability to permit any planned activity without disruption to the critical load and can sustain at least one worst-case, unplanned failure or event with no critical load impact. Each data center is ISO 27001-registered and serves as backup for the other. Data centers are staffed by trained engineers and are monitored 24x7x365.

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

Security is a priority with ADP. We employ physical, logical and administrative controls to isolate and protect client data and provide confidentiality, integrity and availability of our clients' information.

Secure data isolation techniques include the use of organizational IDs, access-controlled file systems and dedicated database instances/schemas.

■ ***How is access controlled?***

All ADP-hosted applications require the end user to present a set of unique credentials (username/password) to access. ADP also implements additional authentication measures, such as risk authentication, for elevated levels of access by privileged users. Credentials are verified against a credential data store upon login.



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

Yes. Audit logs are a critical tool for detection and forensic purposes. ADP maintains logs for administrative actions performed on host systems to facilitate detection and forensic activities as needed. Logging is also maintained on network components within the hosting infrastructure and on devices (such as firewalls and routers). Audit logs are securely stored and archived to provide a historic repository of audit trails and incident history.

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

Region 4 ESC is notified of any delays via the online solution. Orders on schedule are coded in green, orders running behind schedule are shown in yellow, and delayed orders are highlighted in red. Our online client environment and internal order fulfillment system are connected so order status is updated in real time — at the same rate it is processed internally. Based on Region 4 ESC's preference, we can also email notifications about delayed reports

ADP's quality assurance team has maintained a greater than 99 percent accuracy rate on all background screening reports for more than 10 years. Our fulfillment process includes systematic tools to review and verify the quality of documents. In addition, our quality assurance specialists review all adverse reports (e.g., reports indicating the presence of a criminal record) before this information is delivered to clients.

Clients or applicants who wish to dispute information reported may call ADP and work with our compliance department to resolve the issue.

ADP abides by these dispute procedures in accordance with the Fair Credit Reporting Act (FCRA):

- Upon receipt of a candidate dispute, ADP notifies the client.
- ADP notifies the information provider a dispute has been filed.
- ADP conducts a reinvestigation which is completed within 30 days, as required by the FCRA.
- If inaccurate information is discovered as a result of the reinvestigation or reported information cannot be verified, ADP amends the report to reflect the correct information.
- ADP provides a notice of the results of the reinvestigation to the candidate and to the client.

ADP can disclose the nature and scope of the reinvestigation upon the candidate's request.



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

As we conduct business and provide services, ADP receives, maintains, processes and transmits large amounts of confidential client information. ADP is obligated to protect the confidentiality of this information. Every ADP associate shares this responsibility and, as a condition of employment, must comply with these rules:

- All client data is considered confidential.
- Particular care (eliminating, masking and limiting access) must be taken when storing, transmitting or disposing hard copies or electronic documents containing individual names associated with Social Security Numbers, driver's license information, credit card numbers, or bank (or other) account numbers.
- Client data cannot be disclosed to another ADP client representative unless the associate is sure of the identity and authority of the client representative.
- Client data cannot be disclosed to a third party without the client's written authorization or permission of ADP's legal department.
- Any time associates leave their desks, they must lock their desktop computers by using CTRL-ALT-DEL or Windows-L.
- Associates must enable a password-protected screensaver.
- When associates leave for the day, they must log off their desktop computers.
- Associates must maintain a clean desk.
- At the end of each workday and during any extended absence from a work area, associates must secure all materials (electronic and hard-copy) that contain confidential information.
- Laptop computers must be secured in a locked office or locked cabinet (if others have access to your office).

We are committed to protecting the confidentiality of the information provided by our clients and their employees. All nonpublic data provided to us by our clients is deemed confidential and is treated accordingly.

Additionally, all ADP-hosted applications require the end user to present a set of unique credentials (username/password) to access. ADP also implements additional authentication measures, such as risk authentication, for elevated levels of access by privileged users. Credentials are verified against a credential data store upon login.

v. ***Describe how Offeror responds to emergency orders.***

Background Screening orders can be placed at any time, day or night, 24x7. Drug screening orders can be accomplished in many ways.

If Region 4 ESC supplies a list of your locations, eScreen matches each location to a collection site best suited to provide post-accident and reasonable suspicion collection. eScreen can also match sites for after-hours collection if necessary.



eScreen's toll-free telephone number is staffed with a collection coordinator 24x7. The referral coordinator takes the incoming call and locates a collector within the network of more than 10,000 collection sites and on-site collectors. Costs of collection are passed on to Region 4 ESC with no additional markup.

On-site testing can occur in three scenarios:

Scenario 1. Region 4 ESC contacts eScreen and schedules an on-site collector to come to Region 4 ESC's location and conduct testing. eScreen has a robust national network of on-site collectors.

Scenario 2. Region 4 ESC contacts eScreen to arrange for an emergency, after-hours, post-accident or reasonable suspicion drug screen. This scenario also leverages eScreen's national network of on-site collectors.

Scenario 3. Region 4 ESC opts to collect samples on your own, including lab-based testing, oral fluid testing, or point-of-care test (instant/quick test). eScreen provides collection supplies and a method to ship specimens to the laboratory. If Region 4 ESC uses a point-of-care test or oral fluid, additional charges may apply for those supplies.

In the last scenario, the recommended testing involves shipping the collected samples to the laboratory for clinical testing. While some instant result test kits are used in certain industries and certain employment situations, further analysis is encouraged to determine if this solution fits Region 4 ESC business model and placement needs.

As an optional service, eScreen can also supply collector training if needed.

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

ADP's delivery time information is provided in **Exhibit 4 – SASS Average Screening Turnaround Times**.

ADP monitors service response and performance levels on a continuous basis. ADP also provides Region 4 with continuous updates on screening turnaround times per screen or bundle, so Region 4 operators are aware of performance and response levels. The SaSS business unit publishes average screening turnaround time reports each quarter, so Region 4 can compare their individual turnaround times with the averages across the business as a whole.

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

ADP's service levels are among the best in the industry. We ensure quality, price competitiveness, industry-standard (or better) performance, client support and responsiveness that exceeds other services offered within our industry.



We establish quantitative, appropriate performance standards for the services being delivered. These standards are established in partnership with each client to meet the organization's needs and expectations.

Services are billed as services are performed. If an error is made, ADP corrects the error (and possibly refunds the cost of the processing).

ADP will warrant that, during the term of the executed agreement, our contracted services will operate substantially in accordance with ADP's published documentation and/or specifications. Any additional warranties will need to be specifically negotiated.

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

■ **Describe your methodology to ensure turnaround time reports**

ADP provides the fastest turnaround available for report results. All reports, data sources, and vendors (such as court researchers) are assigned a range of acceptable completion times. Orders on schedule are coded in green, orders running behind schedule are shown in yellow, and delayed orders are highlighted in red. Our automated workflow management methodology allows us to monitor turnaround times for reports and prevent report delays. If a delay occurs, we may deploy secondary court researchers to expedite report turnaround times.

Region 4 ESC is notified of any delays via the online solution. Region 4 ESC can also view real-time, online notifications of any background screening reports that are delayed or late. Based on Region 4 ESC's preference, we can also email notifications about delayed reports.

a. Are you able to generate turnaround time reports for each order placed and for each search conducted?

Yes. A clear, concise turnaround report is generated listing each of the background checks ordered during the Region 4 ESC-designated date range and the average turnaround time to complete each background check. This information helps you plan for future orders and adjust hiring timelines accordingly.

In addition, online track and retrieve features allow clients to always know the status of their orders (on hold, delayed, in process, or complete). Our online client environment and internal order fulfillment system are connected so order status is updated in real time — at the same rate it is processed internally, allowing users to always have the most current information about their orders.

If a drug test is electronically scheduled, we can provide updates (e.g., test scheduled, specimen collected, at lab, on review). We can also email the requestor if the donor fails



to take his or her test in the allotted time frame. Clients can design the format of the email notifications.

When reports are ready for client viewing, automated email notifications with access links are sent to authorized users. A Region 4 ESC user clicks on the link(s), enters his or her user ID and password, and views the report(s). This added security measure helps protect sensitive candidate information.

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

Yes. Delays are noted via the online solution. Orders running behind schedule are shown in yellow and delayed orders are highlighted in red. Our online client environment and internal order fulfillment system are connected so order status is updated in real time — at the same rate it is processed internally. Based on Region 4 ESC’s preference, we can also email notifications about delayed reports.

ix. Describe customer service and ongoing success.

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

ADP’s offers background screening support during regular business hours, and a website for ordering and viewing results is available 24x7x365. We receive and respond to email and telephone requests for service assistance.

Our benchmark is to answer calls within 30 seconds or less. Most service center inquiries are resolved during a single call.

Our service delivery model provides Region 4 ESC with knowledgeable associates who handle day-to-day transactions and inquiries, as well as an escalation path to leadership if your issue requires additional attention.

The service team also works closely with any account managers to ensure any significant changes are seamless to Region 4 ESC.

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

Conflict resolution. ADP’s quality assurance team has maintained a greater than 99 percent accuracy rate on all background screening reports for more than 10 years. Our fulfillment process includes systematic tools to review and verify the quality of documents. In addition, our quality assurance specialists review all adverse reports (e.g., reports indicating the presence of a criminal record) before this information is delivered to clients.



A candidate may submit a dispute to ADP via fax, telephone, website, or by speaking with an ADP service center representative. When a candidate files a dispute, a compliance specialist notifies Region 4 ESC a dispute has been filed. The compliance specialist then contacts the source or vendor regarding the dispute and works to reinvestigate the disputed information. After reinvestigation, the compliance specialist contacts both Region 4 ESC and the candidate to report the results. If the reinvestigation produces different results from the information previously reported, ADP provides an amended report to Region 4 ESC and to the candidate.

The turnaround time for handling disputes varies with each requested search. In compliance with the Fair Credit Reporting Act (FCRA), disputes are completed within 30 days.

Service issues. Most client inquiries are resolved during a single call to the service center. If an issue requires follow-up, the service representative conducts the necessary research and contacts the client with the information.

Your ADP account manager and/or service team lead may be involved if an inquiry requires additional escalation. The escalation path may also include a client service manager and the operations manager as necessary.

Any additional follow-up activities are tracked and documented via service request number in ADP's case management system. Region 4 ESC can monitor cases through our online case management tool.

ADP will work with Region 4 ESC to develop a schedule for client contact that meets your needs. Contact may include scheduled calls, quarterly or annual reviews, or on-site visits.

xi. Describe Offeror's invoicing process.

ADP can send an invoice to the appropriate location/department as needed. When a background check is run, Region 4 ESC can indicate an associated code as needed.

The monthly billing statement provides a billing report presorted by candidate, billing code, or location. A summary statement is also provided. The itemized invoice displays the monthly charges for the services provided. Monthly operational reports also provide detailed information to support the invoices.

Standard billing terms for ADP's background screening and drug testing services are net 30 days from the invoice date. Statements are generated at the close of ADP's fiscal month and are available for download in PDF format from within our solution.

A received statement includes a summary calculating the total of services requested during the month and an itemized breakdown of each order. Current and previous statements can be viewed



through the Select client online user interface. Each month new statements are posted online for clients to review or print as necessary.

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

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

ADP follows a successful process to ensure our clients' solutions are implemented successfully. We approach each implementation as a partnership where ADP and Region 4 ESC each take ownership of certain tasks to ensure the project is completed. To help streamline your transition to ADP's background screening solution, our implementation team works closely with you to define project requirements, set timelines, and allocate resources. Ensuring our solution mirrors your existing hiring process is part of how ADP helps make people selection easier for you.

ADP's implementation methodology is broken down into these phases:

- Phase 1: Startup.
- Phase 2: Analysis.
- Phase 3: Configuration.
- Phase 4: Validation.
- Phase 5: Production.

Following is a project plan with sample tasks and timelines:

ADP Screening and Selection Services Implementation Phases		Estimated Time frame
I. Project startup		2 days
Complete sales order and contract review		
Conduct internal sales-to-implementation transition meeting		
II. Analysis		2 weeks
Complete pre-employment screening analysis		
Complete location contact spreadsheet		
Complete authorizations:		
Motor vehicle/driving records		
Credit reports		
Identify users and access levels		
Develop training and rollout plan		
Complete initial drug screening analysis		
Complete eScreen partner analysis		
III. Configuration		2 weeks
Complete solution configuration		
Complete eScreen partner configuration		
IV. Validation		1 week
Conduct ADP internal review		
Conduct user training and acceptance testing		



ADP Screening and Selection Services Implementation Phases		Estimated Time frame
V. Production		3 days
Issue login credentials		
Transition to service center		

■ **Can a participating agency customize a screening program?**

Yes. Region 4 ESC can choose from recommended background screening industry packages or work with ADP to create a customized, position-specific screening solution.

Region 4 ESC can also use a la carte ordering by itself or in conjunction with screening packages. Region 4 ESC can view the costs associated with all background screening packages, as well as a la carte items, online.

In addition, ADP offers flat-rate packages that do not incur additional fees. Region 4 ESC can also view the exact cost of background screens prior to purchase and on-demand billing/usage reports.

ADP's cascade ordering allows Region 4 ESC to run instant, low-cost screens before continuing with the rest of the background screening package. This functionality can significantly decrease the cost of the package and help to reduce Region 4 ESC's turnaround times and time to hire.

xiii. Describe your process for training employees.

Typical training tools include:

- New-client orientations.
- Step-by-step user guides.
- Online webinars.
- Computer-based system demonstration modules.
- Online help screens providing on-demand assistance.

Our most common training technique is to provide end-user webinars via remote web session. Training includes two detailed sessions for up to 30 users per session (typically one hour in duration). Region 4 ESC provides session times and distributes invitations to the appropriate users. If Region 4 ESC requires additional training, it can be provided and billed per-session (with a maximum number of 30 users per session).

xiv. Describe the financial condition of Offeror.

With a history spanning 70 years, ADP is a financially sound, fiscally prudent organization with revenues more than approximately \$13.3 billion. ADP maintains strong credit ratings by Standard & Poor's (AA), Moody's (Aa3), and Dun & Bradstreet (5A2).



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

All testing and training activities are accommodated via the ADP-configured client production system; therefore, a testing site is not available.

The ADP-configured client production system offers multiple ways for Region 4 ESC to place background screening orders, including online ordering (available 24x7), direct file transfers through XML from your HRMS or applicant tracking system (ATS), candidate-driven ordering through ADP's data collection tools, and telephone orders. Region 4 ESC can also use our spreadsheet load services to more easily complete annual background screening audits on current employees. Most background screening orders placed are initiated by:

- Selecting screening products and/or packages from menu items.
- Entering candidate data.
- Processing instant products (if selected).
- Completing the order, including final edit and selection of any court records to pursue.

Once the order is initiated, status updates are available and notifications flow to appropriate parties as configured, including notification of completion.

Region 4 ESC users set report delivery preferences that best meet your business needs. Delivery options include:

- Email notification providing a link to log in and view the completed report.
- Online viewing.
- Fax transmission.

xvi. **Describe the Offeror's safety record.**

As an employer of choice, ADP makes health and safety a priority. Our associates benefit from a full suite of medical, dental, vision, spending account and prescription plans — as well as a variety of insurance and retirement preparation options. Our wellness programs, including personal health assessments and lifestyle coaching, mean our associates have wellness resources at their fingertips.

We also offer resources to ensure associates have a comfortable, healthy work environment, including: an ergonomic checklist, guidelines and a desk setup video.



ADP's safety teams work every day to create and maintain a safe working environment for our associates. Their efforts include: developing general office safety, facility evacuation and incident investigation guidelines; delivering emergency preparedness plans; and communicating other safety-related policies (such as OSHA record keeping guidelines and inspection procedures).

These are just a few of the health and safety programs ADP delivers to our associates. If you require additional information regarding these programs, we can provide details as part of our finalist presentation to Region 4 ESC.

xvii. Provide any additional information relevant to this section.

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

ADP's dedicated in-house compliance specialists are educated in the various legal requirements related to background screening and stay up to date on regulatory changes. By retaining these legal and compliance associates, we stay informed of government regulations pertaining to our service as a consumer reporting agency (CRA) and educate clients about their obligations under the Fair Credit Reporting Act (FCRA) and other applicable laws.

ADP designs the proposed background screening services to assist the user in remaining compliant with all applicable laws, and ADP remains responsible for such design. Ultimately, agencies that use the services are responsible for their own compliance and should consult with their own legal counsel to ensure compliance with all applicable laws.

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

Notifications provided throughout the ordering process include:

- In progress.
- On hold.
- Delayed.
- Completed.

These notifications can be opted into at a user level and selected for each item or for a completed report.

Delays are noted via the online solution. Orders running behind schedule are shown in yellow and orders delayed are highlighted in red. Our online client environment and internal order fulfillment system are connected so order status is updated in real time — at the same rate it is processed internally. Based on Region 4 ESC's preference, we can also email notifications about delayed reports.



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

A candidate may submit a dispute to ADP via fax, telephone, website, or by speaking with an ADP service center representative. When a candidate files a dispute, a compliance specialist notifies Region 4 ESC a dispute has been filed. The compliance specialist then contacts the source or vendor regarding the dispute and works to reinvestigate the disputed information. After reinvestigation, the compliance specialist contacts both Region 4 ESC and the candidate to report the results. If the reinvestigation produces different results from the information previously reported, ADP provides an amended report to Region 4 ESC and to the candidate.

The turnaround time for handling disputes varies with each requested search. In compliance with the Fair Credit Reporting Act (FCRA), disputes are completed within 30 days.

ADP's current protocol is to store the background check, drug testing, and health screening information online for a minimum of two years. As required by law, we use industry best practices to shred and/or pulverize any sensitive data that must be destroyed.

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

ADP's screening solution and service team will not conduct on-site inspections of client sites apart from the required on-site setups for screens such as credit reports (which require on-site inspections before those screens are conducted).

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

ADP offers The Guide to keep you up to date on legislative action, as well as the forms needed to meet different requirements around the world. Our clients find The Guide to be a handy tool for managing their background checks.

When screening legislation changes, ADP posts notices on our online client environment. We provide compliance information and template forms designed to assist clients with meeting their background screening compliance obligations. Depending on the nature of the legislative or regulatory change, we may contact system users outside of our online solution to make them aware of any change. Contact methods may include telephone calls, emails, mailed correspondence, and in-person meetings as appropriate.

ADP's dedicated, in-house compliance specialists, with in-house legal oversight, understand the legal requirements related to background screening. The compliance team ensures ADP's background screening solution complies with applicable state and federal laws,



including the Fair Credit Reporting Act (FCRA). The team also complies with legal requirements for private investigator licensing, where required, and conducts background check reinvestigations as required by the FCRA.

Based on this research and expert recommendations, we proactively modify our business practices and solution in accordance with federal and state regulations to ensure the information we provide to Region 4 ESC and your employees is compliant with applicable federal and state laws.

It's important to note the types of searches and information available vary due to data privacy or employment laws that restrict such checks.

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

Please see **Exhibit 5 – Background Screening Global Availability** for details.

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

ADP's court searches are conducted physically by the clerk of the county court. We use the electronic court archival systems only after a court has passed our internal quality assurance audit process — which ensures consistency by comparing the physically retrieved court records against the results of the electronic archive search of the same criteria. Due to this ongoing testing, the usage of electronic archives varies.

If an individual county has made the records available electronically, ADP compares the electronic data to the actual court records physically sourced at the county courthouse. If the county's electronic records are not the same quality as the records manually accessed at the courthouse, we continue to use a manual process. If we can obtain the same quality information electronically from the county, we implement an automated record-retrieval process. This procedure helps reduce overall turnaround times while ensuring the same quality of information is being provided on completed reports.

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

ADP provides U.S.-based multinational organizations with an integrated screening solution built around on-demand technology and supported by our screening and compliance expertise.



With global screening capabilities in more than 170 countries, ADP brings an experienced international network of resources to Region 4 ESC to optimize your global screening under a single solution. We manage our vendors through a rigorous quality assurance program and deliver a complete approach to help ensure the fitness of the candidates you choose meet your expectations.

Services are provided via our secure, 24x7 online solution and through our client service center, which is available Monday through Friday during standard business hours in all U.S. time zones.

We have processes to catch fraud as education and employment references are verified. This situation is most prevalent in some Asian countries (like India) where fake diplomas are fairly easy to come by. We compare fraudulent documents with verified documents from the same institution and reach out to each institution to verify employment and/or education.

The timelines for international screenings are provided in **Exhibit 5 – Background Screening Global Availability**.

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

ADP Screening and Selection Services, Inc. is a licensed consumer reporting agency (CRA). Due to the complexity of background screening, we partner with a proprietary network of third-party vendors to conduct the various screenings.

For example, we partner with a network of nationwide court researchers to procure criminal court records, workers' compensation records, and some driving records. Our research professionals complete background searches via telephone, fax, email, and/or web. For education verifications, ADP contacts the school directly or uses the National Student Clearing House (NSCH). For global screening solutions, we partner with an international provider with expertise in more than 170 countries. Once the vendor collects the information, full-time ADP associates fulfill, quality assure, complete, and send a finished report to our clients.

We use eScreen as our partner for drug screens. Founded in 1998, eScreen is a provider of technology-driven drug-screening services. More than 4,000 eScreen Occupational Health Network provider locations are available to serve our clients.

Information security

ADP maintains information security and privacy programs and has implemented administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of client confidential information.



The ADP Information Security Policy Statement describes the measures to protect client data. Please see **Exhibit 6**.

The only domestic screening data sent outside the U.S. is information required to process employment/education reference verifications. We mask full Social Security Numbers and dates of birth to protect this sensitive information.



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Exhibit A Responses



Responses to OMNIA Partners Exhibit A – Response for National Cooperative Contract Questions

3.0 SUPPLIER RESPONSE

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

3.1 Company

A. Brief history and description of Supplier.

Automatic Data Processing, Inc. (ADP), was founded in 1949 by Henry Taub in Paterson, New Jersey, as Automatic Payrolls, Inc. The first ADP office processed payroll manually with a bookkeeping machine, addressograph equipment, calculators and comptometers. With the introduction of punch-card machines, mainframe computers and check-printing machines, Automatic Payrolls became Automatic Data Processing in 1958. ADP became a public company in 1961 and, by 1974, had extended our reach into the international market. Today, ADP is one of the world's largest providers of HCM solutions and delivers our clients service and technology from a single source.

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

ADP employs approximately 8,760 sales associates in our Global Enterprise Solutions (GES) division to support U.S. organizations with 1,000 or more employees. These sales associates are located throughout the U.S.

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

The ADP screening and selection services service center representatives are located in Fort Collins, Colorado. ADP, LLC's office is located in Alpharetta, Georgia.

D. Annual sales for the three previous fiscal years.

Total revenue for FY 2019 was \$14.175 billion
Total revenue for FY 2018 was \$13.328 billion.
Total revenue for FY 2017 was \$12.372 billion.



E. Submit FEIN and Dunn & Bradstreet report.

The ADP, LLC federal tax ID number is 13-3036745. The ADP, LLC federal tax ID number is 13-3036745. The Automatic Data Processing, Inc., (the parent company of ADP, LLC) federal tax ID number is 22-1467904.

ADP's Dun & Bradstreet report is provided in **Exhibit 7**.

F. Describe any green or environmental initiatives or policies.

Because ADP's biggest impact is through conservation of paper and energy, we focus on operational efficiencies to reduce waste and conserve energy. We support virtual meetings and encourage our associates to telecommute when possible, which saves fuel resources. We are reducing our global carbon footprint in several ways, including testing smaller, more fuel-efficient hybrid vehicles in our sales fleet and closely monitoring our fuel consumption.

We also continue to reduce our overall domestic energy needs, including:

- We are minimizing water usage at our U.S. data centers by using technology to track, maintain, reuse and capture water for recycling.
- We are looking into thermal energy and exploring alternative power solutions (such as wind and solar energy).
- Since we have consolidated our data centers from 20 facilities to two facilities, we have reduced 24,000 tons of carbon dioxide emissions annually. The result has been increased utilization of technology assets and decreased usage of kilowatts by half.
- We have installed power-efficient servers and energy-efficient lighting.

These changes, including the installation of modern, power-efficient mechanical, electrical and cooling equipment, have saved \$3 million in electricity costs per year. We also partner with CBRE, our facilities management company, to tightly manage facility costs and alternatives to procurement of energy. Contracts and energy usage are reviewed for compliance with minimization of costs and fuel consumption.

ADP also periodically reviews paper suppliers for compliance with national standards. Our procurement website includes environmental awareness information. All ADP paper purchases are from Forest Stewardship Council (FSC)-certified sources. ADP is considered the end customer in the chain of custody since we do not manufacture goods with the paper we purchase.



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

Information regarding ADP's supplier diversity program is provided as **Exhibit 8**.

Pricing is not affected by the supplier diversity program.

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

ADP is a publicly owned and traded company. ADP is not a certified diverse business enterprise or women-owned business enterprise.

I. Describe how supplier differentiates itself from its competitors.

Making informed hiring decisions is essential to improving and growing your business. ADP performs millions of background checks in more than 170 countries annually for employers of every size — optimizing their background screening process for U.S. and international locations under one solution.

We help our clients streamline the onboarding process, reduce time to hire, and manage hiring risks through:

- An integrated screening solution built around on-demand technology supported by our screening and compliance expertise that can be easily configured to help streamline each client's applicant background screening process.
- ADP's reputation for data security and quality supports a secure online environment that allows clients to specify users who are authorized to view background check results.
- An easy-to-use technology interface, dashboards, and time-saving tools give clients the freedom to customize how each organization orders and manages employment applicant background check data for many different positions.
- Regular meetings with our background screening clients, prospective clients, and industry experts to share compliance best practices.
- Our My Policy Assistant tool, which is configured to apply the client's policies to applicant screening results and accelerate the process.
- A transparent pricing model that includes court costs and source fees, allowing our clients to budget appropriately for screening.
- Responsive client service for timely delivery of results and a personal touch with access to live resources or a dedicated account team.
- In-house counsel and compliance team to monitor government regulations and report ongoing changes in regulations and compliance alerts.



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

ADP hereby certifies that it has not been the subject of any criminal or bankruptcy proceedings. Due to ADP's size and the global nature of its operations, however, ADP does not centrally track all instances of civil claims and civil litigation involving ADP or its affiliates. ADP's corporate litigation department keeps records of litigations in the United States, but these records are subject to attorney-client privilege and/or other confidentiality agreements. ADP hereby states that no past or present litigation will have a material effect on ADP's ability to contract with OMNIA Partners or deliver services to participating agencies.

For public information on ADP's material litigation and past reorganizations, please see ADP's periodic filings with the U.S. Securities and Exchange Commission, available at www.sec.gov.

K. Felony Conviction Notice: Indicate if the supplier

- a. is a publicly held corporation and this reporting requirement is not applicable;**
- b. is not owned or operated by anyone who has been convicted of a felony; or**
- c. is owned or operated by and individual(s) who has been convicted of a felony and provide the names and convictions.**

ADP's ultimate parent company, Automatic Data Processing, Inc., is a publicly traded company and thus this reporting requirement is not applicable.

L. Describe any debarment or suspension actions taken against supplier

There have been no actions taken against ADP.

3.2 Distribution, Logistics

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

ADP has been in the business of helping organizations select the right employees for more than 30 years. Founded in 1986 as Avert, Inc., ADP Screening and Selection Services, Inc. was one of the first companies to provide businesses with consumer reports for employment purposes and has been recognized for our online client environment, which allows clients to order and retrieve background screening results and access HR support.

In 2001, Avert was acquired by Automatic Data Processing, Inc., (ADP) to enhance its growing solution portfolio. ADP, LLC was founded in 1949, and is now one of the largest



providers of Human Capital Management solutions that simplify core HR, payroll, time, talent, and benefits administration processes.

Today, our background, drug testing, and medical screening services are part of ADP's talent acquisition solutions — a division dedicated to delivering the precise, customized blend of people, processes, and technology to the talent acquisition function and aligning those services with our clients' corporate business objectives to help ensure they have the right people to grow their business. Companies can engage in full outsourcing of the recruitment process, recruitment technology, pre-employment screening, employee verification, and recruiter training, or they can select components of each service.

ADP's talent acquisition solutions are completely configurable, scalable, and supported by some of the most experienced, dedicated team members in the industry.

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

ADP's screening and selection services are delivered electronically and available globally. An easy-to-use technology interface, dashboards, and time-saving tools give you the freedom to customize how each organization orders and manages employment applicant background check data for many different positions.

Information relating to areas covered by our screening services is provided in **Exhibit 5 – Background Screening Global Availability**.

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

ADP Screening and Selection Services, Inc. is a licensed consumer reporting agency (CRA). Due to the complexity of background screening, we partner with a proprietary network of third-party vendors to conduct the various screenings.

For example, we partner with a network of nationwide court researchers to procure criminal court records, workers' compensation records, and some driving records. Our research professionals complete background searches via telephone, fax, email, and/or web. For education verifications, ADP contacts the school directly or uses the National Student Clearing House (NSCH). For global screening solutions, we partner with an international provider with expertise in more than 170 countries. Once the vendor collects the information, full-time ADP associates fulfill, quality assure, complete, and send a finished report to our clients.



We use eScreen as our partner for drug screens. Founded in 1998, eScreen is a provider of technology-driven drug-screening services. More than 4,000 eScreen Occupational Health Network provider locations are available to serve our clients.

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

Not applicable.

3.3 Marketing and Sales

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

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

ADP's implementation team will work with OMNIA Partners to determine the most effective way to market your services. Please see **Exhibit 9 – SAAS Implementation** for additional information.

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

- i. Creation and distribution of a co-branded press release to trade publications**
- ii. Announcement, contract details and contact information published on the Supplier's website within first 90 days**
- iii. Design, publication and distribution of co-branded marketing materials**
- iv. Commitment to attendance and participation with OMNIA Partners at national (i.e. NIGP Annual Forum, NPI Conference, etc.), regional (i.e. Regional NIGP Chapter Meetings, Regional Cooperative Summits, etc.) and supplier-specific trade shows, conferences and meetings throughout the term of the Master Agreement**
- v. Commitment to attend, exhibit and participate at the NIGP Annual Forum in an area reserved by OMNIA Partners for partner suppliers. Booth space will be purchased and staffed by Supplier. In addition, Supplier commits to**



- provide reasonable assistance to the overall promotion and marketing efforts for the NIGP Annual Forum, as directed by OMNIA Partners.*
- vi. ***Design and publication of national and regional advertising in trade publications throughout the term of the Master Agreement***
 - vii. ***Ongoing marketing and promotion of the Master Agreement throughout its term (case studies, collateral pieces, presentations, promotions, etc.)***
 - viii. ***Dedicated OMNIA Partners internet web-based homepage on Supplier's website with:***
 - ***OMNIA Partners standard logo;***
 - ***Copy of original Request for Proposal;***
 - ***Copy of contract and amendments between Principal Procurement Agency and Supplier;***
 - ***Summary of Products and pricing;***
 - ***Marketing Materials***
 - ***Electronic link to OMNIA Partners' website including the online registration page;***
 - ***A dedicated toll-free number and email address for OMNIA Partners***

ADP's implementation team will work with OMNIA Partners to determine the most effective way to market your services. Please see **Exhibit 9 – SAAS Implementation** for additional information.

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

ADP currently holds a cooperative purchasing agreement with OMNIA Partners through OMNIA's acquisition of ADP's agreement with TCPN/National IPA. The agreement, Contract #R151901 for Managed Business / Outsourced Services, is effective until April 2020 with a fifth-year option to extend until April 2021. Should OMNIA Partners select ADP for award, ADP looks forward to discussing OMNIA's plans, if any, for consolidating ADP's OMNIA agreements, as well as approaches for proposing to ADP's other eligible public sector clients the potential for transitioning their current contracts to OMNIA.

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

The implementation team will work with OMNIA Partners to customize the user experience.



ADP offers a variety of configuration options to create a customized user experience:

- Workflow:
 - Viewing results during the order process.
 - Stopping the order process (using automatic or manual methods) when results don't meet OMNIA Partners's guidelines.
 - Building the order cart instantly using preferences and candidate data.
- User roles and permissions to manage access to features and reports.
- Search selection:
 - Customized packages.
 - A la carte orders.
 - Other names.
- Report delivery and statuses.

In addition, you can use My Policy Assistant (MPA) to customize the screening policy for each type of report being ordered.

OMNIA Partners can configure the solution to include centralized ordering — while also configuring the correct searches to be run for each individual location. For example, each location can leverage specific and, if needed, different searches and reports — while access to the accounts can be centralized. The user placing the order chooses the location, and the solution displays the searches OMNIA Partners has chosen as applicable to the location. ADP can meet the various location-driven needs while allowing centralized ordering.

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

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

ADP will follow up with all sales leads, and work with OMNIA Partners during implementation to create sales materials that coincide with the current contractual agreements.



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

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

ADP agrees to train its sales force during implementation and before go-live of the solution for each account.

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

- i. Executive Support**
- ii. Marketing**
- iii. Sales**
- iv. Sales Support**
- v. Financial Reporting**
- vi. Accounts Payable**
- vii. Contracts**

Because a substantial amount of time can pass between submitting an RFP response and the actual implementation of services, we are unable to provide specific project team information at this time. We will provide the requested information on being named a finalist.

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

ADP serves small, midsized, and large business clients. Each of these clients is supported by a sales force based on their size and according to their needs. The executive in charge of our worldwide sales and marketing team is Tom Perrotti. He can be reached at tom.perrotti@adp.com.

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

ADP's implementation team works through these details with OMNIA Partners as outlined in **Exhibit 9 – SAAS Implementation**.



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

ADP's implementation team works through these details with OMNIA Partners as outlined in **Exhibit 9 – SAAS Implementation**.

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

ADP has clients of every size and in virtually every industry sector, including nonprofit organizations. Our client base is made up of employers who are looking to increase operational efficiencies surrounding HR, talent, time, payroll, benefits administration, etc. "Efficiency" is often defined as controlling ongoing costs, reducing the administrative burden and achieving best practices.

ADP considers our client list confidential and does not distribute it externally. We have clients of every size and in virtually every industry sector, including those similar to OMNIA Partners.

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

ADP can send an invoice to the appropriate location/department as needed. When a background check is run, OMNIA Partners can indicate an associated code as needed.

The monthly billing statement provides a billing report presorted by candidate, billing code, or location. A summary statement is also provided. The itemized invoice displays the monthly charges for the services provided. Monthly operational reports also provide detailed information to support the invoices.

Electronic invoicing is available.

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

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



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

We do not operate SASS with administration fees and there is no minimum (or maximum) volume of business required. All background screening is a pay as you go service that allows flexibility to our clients and security in their budgeting of background screening.

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

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

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

ADP understands the options and will respond to solicitations if and when applicable to our service's abilities.



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OMNIA Exhibit A

OMNIA PARTNERS EXHIBITS

EXHIBIT A- RESPONSE FOR NATIONAL COOPERATIVE CONTRACT

1.0 Scope of National Cooperative Contract

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

1.1 Requirement

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

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

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

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

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

1.2 Marketing, Sales and Administrative Support

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

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

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

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

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

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

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

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

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

1.3 Estimated Volume

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

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

1.4 Award Basis

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

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

1.5 Objectives of Cooperative Program

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

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

OMNIA PARTNERS EXHIBITS
EXHIBIT A- RESPONSE FOR NATIONAL COOPERATIVE CONTRACT

2.0 Representations and Covenants

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

2.1 Corporate Commitment

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

2.2 Pricing Commitment

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

2.3 Sales Commitment

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

3.0 SUPPLIER RESPONSE

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

3.1 Company

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

OMNIA PARTNERS EXHIBITS
EXHIBIT A- RESPONSE FOR NATIONAL COOPERATIVE CONTRACT

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

3.2 Distribution, Logistics

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

3.3 Marketing and Sales

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

OMNIA PARTNERS EXHIBITS
EXHIBIT A- RESPONSE FOR NATIONAL COOPERATIVE CONTRACT

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

OMNIA PARTNERS EXHIBITS
EXHIBIT A- RESPONSE FOR NATIONAL COOPERATIVE CONTRACT

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

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

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

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

OMNIA PARTNERS EXHIBITS
EXHIBIT A- RESPONSE FOR NATIONAL COOPERATIVE CONTRACT

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

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

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



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OMNIA Exhibit B

OMNIA PARTNERS EXHIBITS
EXHIBIT B- ADMINISTRATION AGREEMENT, EXAMPLE



ADMINISTRATION AGREEMENT

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

RECITALS

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

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

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

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

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

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

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

DEFINITIONS

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

TERMS AND CONDITIONS

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

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

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

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

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

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

TERM OF AGREEMENT; TERMINATION

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

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

NATIONAL PROMOTION

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

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

ADMINISTRATIVE FEE, REPORTING & PAYMENT

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

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

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

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

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

GENERAL PROVISIONS

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

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

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

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

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

A. OMNIA Partners, Public Sector:

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

B. Supplier:

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

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

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

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

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

[INSERT SUPPLIER ENTITY NAME]

OMNIA PARTNERS, PUBLIC SECTOR

Signature

Name

Title

Date

Signature
Sarah Vavra

Name
Sr. Vice President, Public Sector Contracting

Title

Date

Exceptions are noted in [Tab 1, Appendix B – Terms and Conditions Acceptance form](#)



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OMNIA Exhibit E



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OMNIA Exhibit F

**OMNIA PARTNERS EXHIBITS
EXHIBIT F- FEDERAL FUNDS CERTIFICATIONS**

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

TO WHOM IT MAY CONCERN:

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

DEFINITIONS

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

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

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

(a) Is used to enter into a relationship the principal purpose of which is to transfer anything of value from the Federal awarding agency or pass-through entity to the non-Federal entity to carry out a public purpose authorized by a law of the United States (see 31 U.S.C. 6101(3)); and not to acquire property or services for the Federal government or pass-through entity's direct benefit or use;

(b) Is distinguished from a grant in that it provides for substantial involvement between the Federal awarding agency or pass-through entity and the non-Federal entity in carrying out the activity contemplated by the Federal award.

(c) The term does not include:

- (1) A cooperative research and development agreement as defined in 15 U.S.C. 3710a; or
- (2) An agreement that provides only:
 - (i) Direct United States Government cash assistance to an individual;
 - (ii) A subsidy;
 - (iii) A loan;
 - (iv) A loan guarantee; or
 - (v) Insurance.

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

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

(a)(1) The Federal financial assistance that a non-Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity, as described in § 200.101 Applicability; or

(2) The cost-reimbursement contract under the Federal Acquisition Regulations that a non-Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity, as described in § 200.101 Applicability.

(b) The instrument setting forth the terms and conditions. The instrument is the grant agreement, cooperative agreement, other agreement for assistance covered in paragraph (b) of § 200.40 Federal financial assistance, or the cost-reimbursement contract awarded under the Federal Acquisition Regulations.

(c) Federal award does not include other contracts that a Federal agency uses to buy goods or services from a contractor or a contract to operate Federal government owned, contractor operated facilities (GOCOs).

(d) See also definitions of Federal financial assistance, grant agreement, and cooperative agreement.

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

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

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



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OMNIA Exhibit G

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

NEW JERSEY BUSINESS COMPLIANCE

Suppliers intending to do business in the State of New Jersey must comply with policies and procedures required under New Jersey statutes. All offerors submitting proposals must complete the following forms specific to the State of New Jersey. Completed forms should be submitted with the offeror's response to the RFP. Failure to complete the New Jersey packet will impact OMNIA Partners' ability to promote the Master Agreement in the State of New Jersey.

- DOC #1 Ownership Disclosure Form
- DOC #2 Non-Collusion Affidavit
- DOC #3 Affirmative Action Affidavit
- DOC #4 Political Contribution Disclosure Form
- DOC #5 Stockholder Disclosure Certification
- DOC #6 Certification of Non-Involvement in Prohibited Activities in Iran
- DOC #7 New Jersey Business Registration Certificate

New Jersey suppliers are required to comply with the following New Jersey statutes when applicable:

- all anti-discrimination laws, including those contained in N.J.S.A. 10:2-1 through N.J.S.A. 10:2-14, N.J.S.A. 10:5-1, and N.J.S.A. 10:5-31 through 10:5-38;
- Prevailing Wage Act, N.J.S.A. 34:11-56.26, for all contracts within the contemplation of the Act;
- Public Works Contractor Registration Act, N.J.S.A. 34:11-56.26; and
- Bid and Performance Security, as required by the applicable municipal or state statutes.

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

DOC #1

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

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

Company Name: ADP, LLC

Street: 5800 Windward Parkway

City, State, Zip Code: Alpharetta, GA 30005

Complete as appropriate:

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

OR:

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

OR:

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

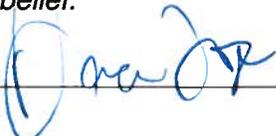
(Note: If there are no partners or stockholders owning 10% or more interest, indicate none.)

Name	Address	Interest
------	---------	----------

To the knowledge of ADP's management, no person beneficially owns 10 percent or more of the shares outstanding in Automatic Data Processing, Inc., the ultimate parent of ADP, LLC.

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

8/8/19
Date



VP, Alliances
Authorized Signature and Title

OMNIA PARTNERS EXHIBITS
EXHIBIT G- NEW JERSEY BUSINESS COMPLIANCE

DOC #2

NON-COLLUSION AFFIDAVIT

Company Name: ADP, LLC

Street: 5800 Windward Parkway

City, State, Zip Code: Alpharetta, GA 30005

State of Georgia

County of Fulton

I, Dana M. Fox of the Jupiter
Name City

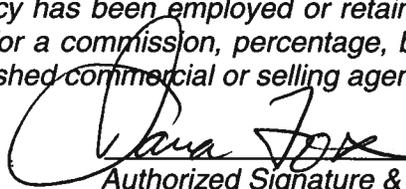
in the County of Palm Beach, State of Florida
of full age, being duly sworn according to law on my oath depose and say that:

I am the VP, Alliances of the firm of ADP, LLC
Title Company Name

the Offeror making the Proposal for the goods, services or public work specified under the attached proposal, and that I executed the said proposal with full authority to do so; that said Offeror has not directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above proposal, and that all statements contained in said proposal and in this affidavit are true and correct, and made with full knowledge that relies upon the truth of the statements contained in said proposal and in the statements contained in this affidavit in awarding the contract for the said goods, services or public work.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by

ADP, LLC
Company Name

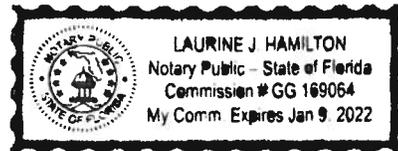

Authorized Signature & Title VP, Alliances

Subscribed and sworn before me

this 9th day of August, 2019

Laurine J Hamilton
Notary Public of FL

My commission expires Jan 9, 2022



SEAL

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

DOC #3

**AFFIRMATIVE ACTION AFFIDAVIT
(P.L. 1975, C.127)**

Company Name: ADP, LLC
Street: 5800 Windward Parkway
City, State, Zip Code: Alpharetta, GA 30005

Proposal Certification:

Indicate below company's compliance with New Jersey Affirmative Action regulations. Company's proposal will be accepted even if company is not in compliance at this time. No contract and/or purchase order may be issued, however, until all Affirmative Action requirements are met.

Required Affirmative Action Evidence:

Procurement, Professional & Service Contracts (Exhibit A)

Vendors must submit with proposal:

1. A photo copy of their Federal Letter of Affirmative Action Plan Approval

OR
2. A photo copy of their Certificate of Employee Information Report

OR
3. A complete Affirmative Action Employee Information Report (AA302) _____

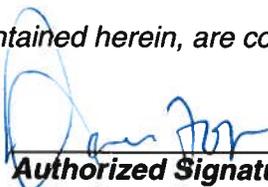
Public Work – Over \$50,000 Total Project Cost:

- A. No approved Federal or New Jersey Affirmative Action Plan. We will complete Report Form AA201-A upon receipt from the
- B. Approved Federal or New Jersey Plan – certificate enclosed

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

8/8/19

Date



VP, Alliances

Authorized Signature and Title

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

DOC #3, continued

**P.L. 1995, c. 127 (N.J.A.C. 17:27)
MANDATORY AFFIRMATIVE ACTION LANGUAGE**

**PROCUREMENT, PROFESSIONAL AND SERVICE
CONTRACTS**

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. The contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this non-discrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisement for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation.

The contractor or subcontractor, where applicable, will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to attempt in good faith to employ minority and female workers trade consistent with the applicable county employment goal prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by the Affirmative Action Office pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time.

The contractor or subcontractor agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of it testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the state of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

The contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and lay-off to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor and its subcontractors shall furnish such reports or other documents to the Affirmative Action Office as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (NJAC 17:27).

Signature of Procurement Agent

Certification 829

CERTIFICATE OF EMPLOYEE INFORMATION REPORT RENEWAL

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of **15-NOV-2018** to **15-NOV-2021**



AUTOMATIC DATA PROCESSING, LLC
ONE ADP BOULEVARD
ROSELAND NJ 07068

Elizabeth M. Muoio
ELIZABETH MAHER MUOIO
State Treasurer

OMNIA PARTNERS EXHIBITS
EXHIBIT G- NEW JERSEY BUSINESS COMPLIANCE

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM
Public Agency Instructions

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

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

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

Doc #4,
continued

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Contractor Instructions

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

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

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

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

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

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

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

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

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

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

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

Doc #4,
continued

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

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

County Name:

State: Governor, and Legislative Leadership Committees

Legislative District #s:

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

County:

Freeholders
{County Executive}

County Clerk
Surrogate

Sheriff

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

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

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

DOC #5

STOCKHOLDER DISCLOSURE CERTIFICATION

Name of Business:

ADP, LLC

I certify that the list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned.
OR

I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business organization:

Partnership Corporation Sole Proprietorship

Limited Partnership Limited Liability Corporation Limited Liability Partnership

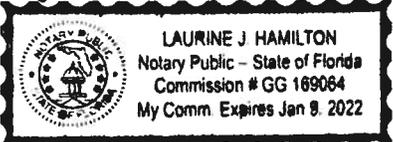
Subchapter S Corporation

Sign and notarize the form below, and, if necessary, complete the stockholder list below.

Stockholders: **N/A**

Name:	Name:
Home Address:	Home Address:
Name:	Name:
Home Address:	Home Address:
Name:	Name:
Home Address:	Home Address:

Subscribed and sworn before me this <u>9th</u> day of <u>August</u> , 2019 (Notary Public) My Commission expires: <u>Jan 9, 2022</u>	<u>Dana M. Fox</u> <u>VP, Alliances</u> (Affiant) <u>Dana Fox</u> (Print name & title of affiant) (Corporate Seal)
---	--

Laurine J Hamilton


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

DOC #6

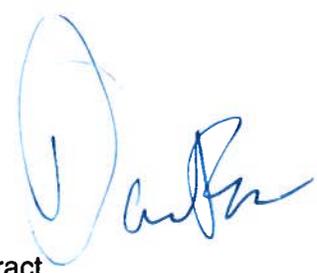
Certification of Non-Involvement in Prohibited Activities in Iran

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

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

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

Offerors should submit the above form completed with their proposal.

A handwritten signature in blue ink, consisting of a large, stylized initial 'D' followed by a cursive name.

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

Quote Number: Solicitation Number 19-13 Bidder/Offeror: _____

PART 1: CERTIFICATION

BIDDERS MUST COMPLETE PART 1 BY CHECKING EITHER BOX.

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

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

PLEASE CHECK THE APPROPRIATE BOX:

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

OR

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

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

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

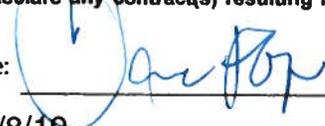
EACH BOX WILL PROMPT YOU TO PROVIDE INFORMATION RELATIVE TO THE ABOVE QUESTIONS. PLEASE PROVIDE THOROUGH ANSWERS TO EACH QUESTION. IF YOU NEED TO MAKE ADDITIONAL ENTRIES, CLICK THE "ADD AN ADDITIONAL ACTIVITIES ENTRY" BUTTON.

Name _____	Relationship to Bidder/Offeror _____
Description of Activities _____ _____	
Duration of Engagement _____	Anticipated Cessation Date _____
Bidder/Offeror Contact Name _____	Contact Phone Number _____

ADD AN ADDITIONAL ACTIVITIES ENTRY

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

Full Name (Print): Dana M. Fox

Signature: 

Title: VP, Alliances

Date: 8/8/19

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

DOC #7

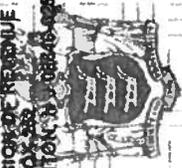
**NEW JERSEY BUSINESS REGISTRATION CERTIFICATE
(N.J.S.A. 52:32-44)**

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

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

STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE

DEPARTMENT OF TREASURY/
DIVISION OF REVENUE
PO BOX 252
TRENTON, NJ 08646-0252



TAXPAYER NAME:
ADP, INC



TAXPAYER IDENTIFICATION#:

133-036-745/000

ADDRESS:

1950 HASSELBROD
HOFFMAN ESTL 35735



EFFECTIVE DATE:

01/15/71

FORM-BRC(08-01)

TRADE NAME:



SEQUENCE NUMBER:

6058789

ISSUANCE DATE:

08/27/04



John S. Taylor
John S. Taylor
Acting Director

Acting Director

This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address.

000057

SEE REVERSE SIDE FOR OPENING INSTRUCTIONS

0000057
State of New Jersey
Department of The Treasury
Division of Revenue
PO Box 252
Trenton, NJ 08646-0252

FIRST-CLASS MAIL
U.S. POSTAGE
PAID
TRENTON, NJ
Permit No. 224

ADP, INC.
1 ADP BLVD MAIL STOP B340
ROSELAND NJ 07068



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Tab 4



Tab 4 – Qualification and Experience

Responses to **Qualification and Experience** Evaluation Criteria Questions

a. References



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Evaluation Responses



Responses to Qualification and Experience Evaluation Criteria Questions

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

Automatic Data Processing, Inc. (ADP), was founded in 1949 by Henry Taub in Paterson, New Jersey, as Automatic Payrolls, Inc. The first ADP office processed payroll manually with a bookkeeping machine, addressograph equipment, calculators and comptometers. With the introduction of punch-card machines, mainframe computers and check-printing machines, Automatic Payrolls became Automatic Data Processing in 1958. ADP became a public company in 1961 and, by 1974, had extended our reach into the international market. Today, ADP is one of the world's largest providers of HCM solutions and delivers our clients service and technology from a single source.

ADP, Inc., is headquartered in Roseland, New Jersey, with operations in North America, South America, Europe and Asia Pacific, along with regional, wholly owned headquarters located around the world. ADP, LLC is a wholly owned, indirect subsidiary of Automatic Data Processing, Inc., and the company responsible for delivering the proposed solution. ADP, LLC is located at 5800 Windward Parkway, Alpharetta, Georgia.

ii. Describe Offeror's reputation in the marketplace.

ADP is one of the world's largest providers of HCM solutions with more than 57,000 associates serving more than 740,000 clients in more than 140 countries. Employers around the world rely on ADP for cloud-based solutions to help manage their most important asset — their people. From HR and payroll to talent management and benefits administration, ADP helps clients build a better workforce.

Recent recognition for industry leadership in technology and development and diversity includes:

Technology leadership:

- 2019 American Business Awards® for Wisely Pay by ADP™ (silver Stevies for Payment Solutions and FinTech Solutions), WorkMarket (gold Stevie for Vendor Management Solutions), RUN Powered by ADP® (gold Stevie for Cloud platform) and ADP® HR Pro (silver Stevies for Business-to-Business Services and Human Capital Management Solution)
- *Human Resource Executive*® “Awesome New Technologies” (2015–2018)
- *Human Resource Executive*® “Top HR Product” (2015–2017)
- Ranked No. 1 on *Security Magazine*'s “Security 500” list for the “Business Services” category (2016–2017)



- Frost & Sullivan HR Management Solutions Company of the Year (2016)
- Technology Innovation Award for Business Technology, Ventana Research (2016)

Development and diversity:

- FORTUNE® magazine “The World’s Most Admired Companies®” list (2006–2019)
- LinkedIn® Top Company (2018, 2019)
- *DiversityInc*® magazine’s “Top 50 Companies for Diversity” (2010–2019)
- *Working Mother*® magazine’s Best Companies for Multicultural Women (2014–2019)
- Fairygodboss Best Companies for Women (2018, 2019)
- FORTUNE® magazine #2 in Financial Data Services Industry (2018)
- Forbes list of “America’s Best Employers for Diversity” (2018)
- National Association for Female Executives® (NAFE®) “Top Companies for Executive Women” (2018)
- *Training* magazine ranked ADP as a top company in its “Training Top 125” list (2011–2018)
- *Working Mother*® magazine’s 100 Best Companies for Working Mothers (2016, 2018)
- Anita Borg Institute “Top Companies for Women Technologists” (2016–2017)
- Best Places to Work for Lesbian, Gay, Bisexual and Transgender Equality by the Human Rights Campaign Foundation (2010–2017)
- *Computerworld*® magazine list of Best Places to Work in Information Technology (2010–2017)
- *InformationWeek*® magazine’s Elite 100 list (2014–2016)

iii. Describe what differentiates you from your competitors.

Making informed hiring decisions is essential to improving and growing your business. ADP performs millions of background checks in more than 170 countries annually for employers of every size — optimizing their background screening process for U.S. and international locations under one solution.

We help our clients streamline the onboarding process, reduce time to hire, and manage hiring risks through:

- An integrated screening solution built around on-demand technology supported by our screening and compliance expertise that can be easily configured to help streamline each client’s applicant background screening process.
- ADP’s reputation for data security and quality supports a secure online environment that allows clients to specify users who are authorized to view background check results.
- An easy-to-use technology interface, dashboards, and time-saving tools give clients the freedom to customize how each organization orders and manages employment applicant background check data for many different positions.
- Regular meetings with our background screening clients, prospective clients, and industry experts to share compliance best practices.



- Our My Policy Assistant tool, which is configured to apply the client's policies to applicant screening results and accelerate the process.
- A transparent pricing model that includes court costs and source fees, allowing our clients to budget appropriately for screening.
- Responsive client service for timely delivery of results and a personal touch with access to live resources or a dedicated account team.
- In-house counsel and compliance team to monitor government regulations and report ongoing changes in regulations and compliance alerts.

iv. Describe Offeror's reputation of products and services in the marketplace.

ADP has been in the business of helping organizations select the right employees for more than 30 years. Founded in 1986 as Avert, Inc., ADP Screening and Selection Services, Inc. was one of the first companies to provide businesses with consumer reports for employment purposes and has been recognized for our online client environment, which allows clients to order and retrieve background screening results and access HR support.

In 2001, Avert was acquired by Automatic Data Processing, Inc., (ADP) to enhance its growing solution portfolio. Today, our background, drug testing, and medical screening services are part of ADP's talent acquisition solutions — a division dedicated to delivering the precise, customized blend of people, processes, and technology to the talent acquisition function and aligning those services with our clients' corporate business objectives to help ensure they have the right people to grow their business. Companies can engage in full outsourcing of the recruitment process, recruitment technology, pre-employment screening, employee verification, and recruiter training, or they can select components of each service.

ADP's talent acquisition solutions are completely configurable, scalable, and supported by some of the most experienced, dedicated team members in the industry.

v. Describe the experience and qualification of key employees.

Court researchers must be thoroughly screened prior to processing work for our clients. We continually monitor researcher performance and conduct frequent blind tests to ensure factual, reliable data is provided. Researchers who fail to meet ADP's high standards are placed under corrective action, which may include penalties or discontinuation of the relationship. ADP's sourcing team maintains excellent relationships between our organization and our national network of researchers.

eScreen works with Cynergy, a third party, for Medical Review Officer (MRO) services. These physicians meet the qualifications outlined in 49 CFR 40.121 and are certified by the American Association of Medical Review Officers to provide MRO services for user agencies.



In addition, the performance of all ADP associates is evaluated annually. Evaluation criteria are based on established metrics and observable performance. Key areas evaluated include responsiveness to client requests and the effectiveness of those responses, associate engagement, production volume, and quality of reports produced, etc.

Based on the research and expert recommendations of our in-house compliance specialists, described above, we proactively modify our business practices and solution in accordance with federal and state regulations to ensure the solution we provide to clients assists them in remaining compliant with applicable federal and state laws.

vi. Describe Offeror's experience working with the government sector.

ADP is the world's largest provider of payroll and HR systems and services. More than 740,000 clients use ADP's solutions, including robust HCM, payroll processing, HR services, benefits administration, business tax deposit and reporting, workforce management and 403(b) record keeping.

ADP counts approximately 5,000 public-sector organizations as part of our client base, including:

- 1,600+ government organizations.
- 400+ colleges, universities and professional schools.
- 2,600+ elementary and secondary schools.
- 350+ public order and safety agencies (including courts, police departments, fire departments and correctional facilities).

This experience with public-sector organizations across a broad range of HCM solutions places ADP in a strong position to meet Region 4 ESC's needs.

vii. Describe past litigation, bankruptcy, reorganization, state investigations of entity or current officers and directors.

Given ADP's size and the global scope of its operations, ADP does not centrally track every instance of actual litigation against the company. ADP has a corporate litigation team that manages litigations and certain pre-litigation claims and disputes, primarily for matters within the United States. The records of matters the corporate litigation team maintains contain confidential information, including information protected by the attorney-client privilege. Accordingly, subject to complying with ADP's public disclosure obligations and to respond to lawfully served discovery requests or subpoenas, ADP's policy is to not disclose information within the records of ADP's corporate litigation department to persons outside ADP other than ADP's outside counsel. ADP discloses in its periodic filings with the Securities and Exchange Commission (SEC) all material asserted and unasserted claims pursuant to the standards set forth in Financial Accounting Standards Statement No. 5. This information is publicly available at www.sec.gov. ADP hereby certifies there is no pending claim or litigation that would materially adversely affect ADP's ability to enter into an agreement with or to provide the proposed services to Region 4 ESC.



ADP has never filed for bankruptcy. An ADP bankruptcy is a scenario that is beyond any likelihood. A review of our financial data and the credit rating earned since our inception in 1949 bears out this statement.

The signatory is unaware of ADP or any officer being found guilty crime or violation.

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

ADP is the world's largest provider of payroll and HR systems and services. More than 740,000 clients use ADP's solutions, including robust HCM, payroll processing, HR services, benefits administration, business tax deposit and reporting, workforce management and 403(b) record keeping.

ADP counts approximately 5,000 public-sector organizations as part of our client base, including:

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- 2,600+ elementary and secondary schools.
- 350+ public order and safety agencies (including courts, police departments, fire departments and correctional facilities).

This experience with public-sector organizations across a broad range of HCM solutions places ADP in a strong position to meet Region 4 ESC's needs.

ADP's policy is to not release key client contact names until their approvals have been obtained and only if ADP is a finalist for the prospective outsourcing business. Please let us know once ADP is named a finalist, and we will gladly arrange this contact and establish a format for dialogue. We appreciate being considered for your business, and we recognize you may not be able to reach a final decision without validation from existing clients.

Our clients' day-to-day activities are focused on their businesses. Because it is our business to assist our clients by reducing their daily responsibilities instead of adding to them, we are extremely sensitive to their schedules. We know you will appreciate this consideration and will understand our reference policy.

Please visit our website at <https://www.adp.com/resources/what-others-say.aspx> to view client testimonial videos and success stories and hear how ADP is helping our clients achieve their business goals.



ix. Provide any additional information relevant to this section.

Central to our business mission is our commitment to uphold compliance with all prevailing regulations and anticipate changes to those regulations. ADP has an outstanding record of compliance, and we maintain a significant investment to remain a leader in this area. Some of the specific compliance services available to clients include:

Compliance guides cover compliance topics important to employers who conduct employee background checks and offer guidelines for screening new candidates or current employees in accordance with state laws restricting employers' use of criminal record and credit information, as well as legislation (known as "ban the box").

Legislative alerts are designed to provide clients with a fast, high-level overview of federal and state legislative bills and laws that may potentially impact their screening policies and practices.

Round tables. ADP hosts regular meetings with our background screening clients, prospective clients, and industry experts to share compliance best practices.

Compliance webinars are conducted regularly for clients to provide expert compliance and legal insight into current and trending screening topics.

The Guide is a central repository that contains pertinent screening and selection information, such as client and applicant forms.

Our business philosophy focuses on growing the core business organically, which requires major investments in training, talent management and employee engagement, research and development, and technology. The result is stable, measurable, holistic growth and consistent delivery of quality products and services. Region 4 ESC can depend on ADP to be a stable partner that is not driven or distracted by frequent mergers and acquisitions to sustain growth at any cost.

An additional ADP differentiator is our turnaround times for providing background screening results. Although turnaround times vary depending on the data source, the average turnaround time for most background checks is three business days or less. Results for many of our reports are returned instantly. Please see **Exhibit 4 – SASS Average Screening Turnaround Times** for additional information.



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References



a. References

ADP is the world's largest provider of payroll and HR systems and services. More than 740,000 clients use ADP's solutions, including robust HCM, payroll processing, HR services, benefits administration, business tax deposit and reporting, workforce management and 403(b) record keeping.

ADP counts approximately 5,000 public-sector organizations as part of our client base, including:

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- 2,600+ elementary and secondary schools.
- 350+ public order and safety agencies (including courts, police departments, fire departments and correctional facilities).

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Our clients' day-to-day activities are focused on their businesses. Because it is our business to assist our clients by reducing their daily responsibilities instead of adding to them, we are extremely sensitive to their schedules. We know you will appreciate this consideration and will understand our reference policy.

Please visit our website at <https://www.adp.com/resources/what-others-say.aspx> to view client testimonial videos and success stories and hear how ADP is helping our clients achieve their business goals.



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Tab 5



Tab 5 – Value Add

Responses to **Value Add** Evaluation Criteria Questions



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Evaluation Responses



Responses to Value Add Evaluation Criteria Questions

- i. **Provide any additional information related to products and services Offeror proposes to enhance and add value to the Contract. Any optional items or packages shall be fully detailed/describe what is included in the item/package.**

In addition to the core solution described, we also offer several value-added services:

Flat rate/a la carte ordering; customizing order packages. Region 4 ESC can choose from recommended background screening industry packages or work with ADP to create a customized, position-specific screening solution.

Region 4 ESC can also use a la carte ordering by itself or in conjunction with screening packages. Region 4 ESC can view the costs associated with all background screening packages, as well as a la carte items, online.

In addition, ADP offers flat-rate packages that do not incur additional fees. Region 4 ESC can also view the exact cost of background screens prior to purchase and on-demand billing/usage reports.

ADP's cascade ordering allows Region 4 ESC to run instant, low-cost screens before continuing with the rest of the background screening package. This functionality can significantly decrease the cost of the package and help to reduce Region 4 ESC's turnaround times and time to hire.

Management reports. ADP's solution includes online management reports to help our clients manage the hiring process. Our screening reports are available on-demand in a dashboard specific to the information you want to see. Reports include:

- *Turnaround report.* Generates a list of each background check ordered during the client-designated date range and the average turnaround time to complete each background check. This information helps our clients plan for future orders and adjust hiring timelines accordingly.
- *Selected products hit ratios report.* Computes the percentage of candidates whose files showed an adverse record or criminal conviction. We also include the total number of reports ordered and the hit count for each search.
- *Order statistics report.* Shows what background checks were ordered over a specified period, how many were ordered, and the cost of each.
- *Candidate turnaround report.* Presents the turnaround times associated with each group of searches ordered on individual candidates; displays the date ADP processed the order, and the date it was completed and ready for viewing.



- *Candidate source count report.* Provides the total number of candidates screened within a certain date range, as well as the source for clients who use the candidate data collection tool.
- *Billing statement.* Provides a billing report for the month selected pre-sorted by candidate, billing code, or location as well as a summary statement.

Ad hoc reports can be created based on your requirements and are available in a variety of formats.



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Tab 6



Tab 6 – Additional Required Documents (Appendix C)

- a. Acknowledgment and Acceptance of Region 4 ESC's Open Records Policy (Appendix C, Doc #1)
- b. Antitrust Certification Statement (Tex. Government Code § 2155.005) (Appendix C, Doc #2)
- c. Implementation of House Bill 1295 Certificate of Interested Parties (Form 1295) (Appendix C, Doc #3)
- d. Texas Government Code 2270 Verification Form (Appendix C, Doc #4)



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Appendix C

ACKNOWLEDGMENT AND ACCEPTANCE
OF REGION 4 ESC's OPEN RECORDS POLICY

OPEN RECORDS POLICY

All proposals, information and documents submitted are subject to the Public Information Act requirements governed by the State of Texas once a Contract(s) is executed. If an Offeror believes its response, or parts of its response, may be exempted from disclosure, the Offeror must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt and include detailed reasons to substantiate the exemption. Price is not confidential and will not be withheld. Any unmarked information will be considered public information and released, if requested under the Public Information Act.

The determination of whether information is confidential and not subject to disclosure is the duty of the Office of Attorney General (OAG). Region 4 ESC must provide the OAG sufficient information to render an opinion and therefore, vague and general claims to confidentiality by the Offeror are not acceptable. Region 4 ESC must comply with the opinions of the OAG. Region 4 ESC assumes no responsibility for asserting legal arguments on behalf of any Offeror. Offeror is advised to consult with their legal counsel concerning disclosure issues resulting from this procurement process and to take precautions to safeguard trade secrets and other proprietary information.

Signature below certifies complete acceptance of Region 4 ESC's Open Records Policy, except as noted below (additional pages may be attached, if necessary).

Check one of the following responses to the Acknowledgment and Acceptance of Region 4 ESC's Open Records Policy below:

- We acknowledge Region 4 ESC's Open Records Policy and declare that no information submitted with this proposal, or any part of our proposal, is exempt from disclosure under the Public Information Act.
- We declare the following information to be a trade secret or proprietary and exempt from disclosure under the Public Information Act.

(Note: Offeror must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt. In addition, Offeror must include detailed reasons to substantiate the exemption(s). Price is not confident and will not be withheld. All information believed to be a trade secret or proprietary must be listed. It is further understood that failure to identify such information, in strict accordance with the instructions, will result in that information being considered public information and released, if requested under the Public Information Act.)

8/8/19

Date



VP, Alliances
Authorized Signature & Title

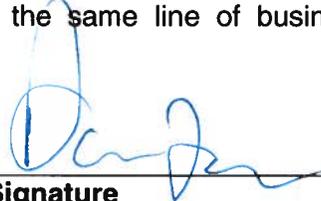
ANTITRUST CERTIFICATION STATEMENTS
(Tex. Government Code § 2155.005)
Attorney General Form

I affirm under penalty of perjury of the laws of the State of Texas that:

1. I am duly authorized to execute this Contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Company) listed below;
2. In connection with this proposal, neither I nor any representative of the Company has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15;
3. In connection with this proposal, neither I nor any representative of the Company has violated any federal antitrust law; and
4. Neither I nor any representative of the Company has directly or indirectly communicated any of the contents of this proposal to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.

Company ADP, LLC

Contact



Signature

Dana Fox

Printed Name

Vice President, Alliances

Position with Company

Address 5800 Windward Parkway
Alpharetta, GA 30005

**Official
Authorizing
Proposal**

Signature

Should Region 4 Education Service Center select ADP, LLC for award, an authorized official will contractually bind the company by signing the agreement at that time.

Printed Name

Phone

Position with Company

Fax



Appendix C – Doc #3

The document was completed online as requested.

Texas Government Code 2270 Verification Form

House Bill 89 (85R Legislative Session), which adds Chapter 2270 to the Texas Government Code, provides that a governmental entity may not enter into a contract with a company without verification that the contracting vendor does not and will not boycott Israel during the term of the contract.

Furthermore, Senate Bill 252 (85R Legislative Session), which amends Chapter 2252 of the Texas Government Code to add Subchapter F, prohibits contracting with a company engaged in business with Iran, Sudan or a foreign terrorist organization identified on a list prepared by the Texas Comptroller.

I, Dana Fox, as an authorized representative of

ADP, LLC, a contractor engaged by

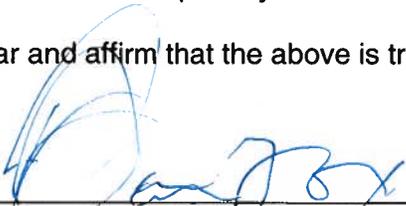
Insert Name of Company

Region 4 Education Service Center, 7145 West Tidwell Road, Houston, TX 77092, verify by this writing that the above-named company affirms that it (1) does not boycott Israel; and (2) will not boycott Israel during the term of this contract, or any contract with the above-named Texas governmental entity in the future.

Also, our company is not listed on and we do not do business with companies that are on the Texas Comptroller of Public Accounts list of Designated Foreign Terrorists Organizations found at <https://comptroller.texas.gov/purchasing/docs/foreign-terrorist.pdf>.

I further affirm that if our company's position on this issue is reversed and this affirmation is no longer valid, that the above-named Texas governmental entity will be notified in writing within one (1) business day and we understand that our company's failure to affirm and comply with the requirements of Texas Government Code 2270 et seq. shall be grounds for immediate contract termination without penalty to the above-named Texas governmental entity.

I swear and affirm that the above is true and correct.



Signature of Named Authorized Company Representative

8/8/19

Date



Confidential & Proprietary

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All information in this document is valid for 90 days from the date this proposal is issued. Upon receipt of a written request from ADP, your organization agrees to return all ADP documents and materials within three (3) working days.

Product specifications are subject to change without notice.

Nothing herein shall constitute any representation by ADP of any affiliation between ADP and any company whose marks, products, or icons are referred to or displayed herein.

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ADP Background Screening Services

ADP's screening products include domestic and global searches:

Domestic searches

Social Security Number verification. Before a job offer is extended, Region 4 Education Services Center (Region 4) can determine if the name and Social Security Number (SSN) provided by a candidate matches Social Security Administration (SSA) records. If the SSA's records indicate that the SSN is listed on the death master file, this search also displays that information.

Social Security Number death master search. Within seconds, this search matches the SSN against the SSA death master file. The file contains death records reported to the SSA from various sources (excluding protected state records). Region 4 should not take any adverse action against any individual without further investigation to verify the record listed.

Other names search. This search identifies and suggests additional names to be screened for the candidate. Searches are automatically built into your order based on your guidelines.

Order builder. This search provides a solid starting point to identify where to screen court records based on a candidate's public record and government sources. It also reveals address history the candidate may not have disclosed.

ADP Crim Radar®. This criminal database search gives you access to hundreds of millions of jurisdiction records updated daily to help pinpoint a criminal history you may not have found based on what you know about your candidate. We refine the results and provide a report that contains county court records confirmed at the source.

State criminal court records. This service offers a broader search within a state by looking at consolidated information found at the state police or other central repository.

Federal criminal court records. This service identifies candidates who may have violated immigration laws; committed fraud; or been convicted of weapons violations, drug trafficking, or federal crimes.

County felony and misdemeanor records. This service offers a large network of court researchers to obtain county criminal records information directly from county courthouses or the primary county court record repository.

Federal civil and county civil searches. These reports identify individuals involved in lawsuits filed against private parties or corporations for inappropriate or unlawful actions.



Motor vehicle/driving records search. Motor vehicle record (MVR) searching may help prevent driving-related accidents and lower your liability. Information reported includes: driving convictions, violations, and suspensions; license status; and driving history.

Credit search. ADP can run an instant credit report on your applicants (state restrictions apply since certain states restrict use of credit history information in hiring decisions).

Bankruptcy court records. Bankruptcy court records are available from each U.S. District Court. State and federal laws may restrict how bankruptcy information can be used in the screening process.

Workers' compensation reports. By viewing a candidate's history of workers' compensation claims, clients may identify (post- offer) if a candidate can safely perform the essential functions of the job — with or without reasonable accommodations. This screen may also assist in preventing the hiring of fraudulent claimants.

Multistate sex offender registry. ADP's sex offender registry search checks state public sex offender registries to reveal individuals listed on the registry due to convictions for sexual offenses, habitual offenders, and other sex-related crimes. California and Nevada are not included due to state legislative requirements that restrict the use of the registry information for employment purposes.

System of Award Management (SAM) Sanctions and Registry. Sanctions and exclusions lists from the Office of Inspector General (List of Excluded Individuals/Entities) and General Services Administration (Excluded Party List System) have been rolled into the SAM program. This product offers an instant search of these federal databases of sanctioned and debarred individuals.

Government Sanctions Registries (GSR). GSR offers instant data from more than 30 sources, including the Office of Foreign Asset Control (OFAC), Office of Inspector General (OIG), United Nations Consolidated Sanctions List, European Union Terrorism List, and World Bank Debarred Parties.

FACIS®. FACIS® (Fraud and Abuse Control Information Systems) is a database search of adverse actions of individuals and entities sanctioned in the health care field. We offer FACIS® Level 1, Level 1M, and Level 3 searches to help clients more effectively screen health care candidates.

Reference verification. ADP offers several types of reference verifications.

- *Employment verification.* Dates of employment, position held, wages earned, eligibility for rehire, and reason for leaving/termination.
- *Education verification.* Dates of attendance, degree awarded, and level attained (i.e., high school, college, GED).
- *Credential/license verification.* License type/license number, issue date/expiration date, standing/status, and issuing authority.
- *Professional verifications.* Number of years source knew candidate, nature of relationship, positive/negative qualities of candidate, source's recommendations for candidate's employability, and standing/status.



Drug and alcohol testing. Services include urine drug screens, oral fluids testing, special tests, D&L isomer tests, breath alcohol tests, saliva tests, instant test options, and random selection/testing.

Return to duty. ADP can help facilitate any of the necessary substance abuse testing, state-specific motor vehicle reports, or criminal background checks to support the return-to-duty process (required when a DOT-regulated, safety-sensitive employee is found to be in violation of a DOT-mandated drug and/or alcohol test). The employee must immediately be removed from all safety-sensitive functions and successfully complete the return to duty process to regain eligibility to return to safety-sensitive duty.

Physical management. The service supports scheduling of Department of Transportation (DOT) physicals and location mapping. Candidates are sent an e-passport instructing them on how and where to have the physical completed.

Adverse action. ADP can manage Region 4's Fair Credit Reporting Act (FCRA) adverse action candidate notifications. If you decide not to hire a candidate based on background check results and order our adverse action service, and we send out all FCRA-mandated candidate correspondence. Should a candidate dispute the background screening results, our compliance specialists are also qualified to oversee this process, complete reinvestigations, and provide you with status updates.

Global searches

Global screening is available in more than 170 countries for US-based multinational organizations. The types of searches and information available by country vary due to data privacy or employment laws that restrict such checks. Services include:

Criminal court records. These searches verify criminal background information outside of U.S. Sources such as the national police authority, Ministry of Justice, local police stations, or secure court databases may be used.

Bankruptcy court records. We search applicable bankruptcy records as available by the government entities.

Civil court records. This search includes noncriminal cases regarding personal civil matters.

Employment verification. This service checks the previous experience claimed by a prospective employee. The information provided by the candidate is compared with the search result received from the source.

Education verification. This search is primarily performed to see if the potential employee graduated or received a college degree, graduate degree, or other accredited university degree. The information provided by the candidate is compared with the search result received from the source.



Credit reports. This search includes credit verification performed from the available credit authority.

Financial Services Authority (FSA) checks. These services unveil a candidate's current and past controlled functions, his or her disciplinary history, and if the candidate has been prohibited from working in controlled functions by the FSA.

Driving records. This service covers records of speeding, accidents, or not adhering to driving rules specified by transportation authority of the country.

Identification checks. The client can verify the authenticity of physical identity documents such as a national ID, driver's license, or passport.

Address confirmations. This search is conducted via government and local databases to verify the address provided and stay duration. Credit information may also be used to confirm address.

Open media search. This web and media check is conducted to verify potential criminal or unethical activities in which the candidate may have been involved. Sources include web, social, and news media.

Global database search. This search is performed by employers to determine if a candidate was involved in any serious crimes like terrorism, financial frauds, narcotics, etc. It includes a review of more than 500 lists across various countries to uncover this information.

ADP's screening solutions allows Region 4 to:

- Determine if a candidate meets your screening policy requirements.
- Make informed compliance and employment decisions.
- Accelerate your hiring process by leveraging automation and integration, including streamlining the ordering of background checks.
- Leverage customized screening packages with workflows to support your screening process.
- Use on-demand order tracking within a secure, online environment.
- Reduce your liability with built-in background screening compliance.
- Mitigate risk with our innovative ordering technology.
- Understand the true cost of hiring with package pricing and no hidden fees.

Requested Package	ADP Recommended Package	ADP Pricing Per Screen
<p>New General Employee Package. Provide package and pricing related to screening a new general employee. Following items: Form I-9/E-Verify; SSN Trace; criminal check; national sex offender check; and national security watch list (OFAC) check.</p>	<p>SSNDMS, Crim Radar, Order Builder, +3 County Criminal History, MSSOR, OIG/GSA, Employment Verification</p>	<p>\$ Redacted</p>
<p>New Management Employee Package. Provide package and pricing related to screening a new management-level employee. Following items: Form I-9/EVerify; SSN trace; employment credit report; criminal check; national sex offender check; driver license check; national security watch list (OFAC) check; and education verification.</p>	<p>SSNDMS, Crim Radar, Order Builder, +3 County Criminal History, MSSOR, OIG/GSA, Education Verification, Employment Verification</p>	<p>\$ Redacted</p>
<p>Existing General Employee Package. Provide package and pricing related to screening an existing general employee. Following items: SSN trace; criminal check; national sex offender check; and national security watch list (OFAC) check.</p>	<p>Crim Radar, Order Builder, +1 County Criminal History, MSSOR, OIG/GSA</p>	<p>\$ Redacted</p>
<p>Existing Management Employee Package. Provide package and pricing related to screening an existing management-level employee. Following items: SSN trace; criminal check; national sex offender check; and national security watch list (OFAC) check; and education verification.</p>	<p>Crim Radar, Order Builder, +3 County Criminal History, MSSOR, OIG/GSA</p>	<p>\$ Redacted</p>
<p>International Package. Provide package and pricing related to screening international potential and existing employee. Following items: Form I-9/EVerify; SSN trace; employment credit report; criminal check; national sex offender check; driver license check; national security watch list (OFAC) check; and education verification.</p>	<p>Please see attached pricing document for country specific screens, pricing, and applicable turn-around-times</p>	<p>Please see attached pricing document for country specific screens, pricing, and applicable turn-around-times</p>
<p>Recommended Package(s). Should your firm have other recommended package plans, provide recommendation as part of your response.</p>	<p>ADP can recommend best fit screening packages upon further scoping of needs and requirements.</p>	<p>If selected to move forward, ADP would be happy to create additional best fit packages to fit the needs and requirements of the organization</p>

Service/Screen	Unit Price (per screen)	Unit Price (other)	Average Turn Around Time (days)	Notes
Social Security Number Trace & Locator				
Since no 'national database' exists, it is unclear what type of screen this may be requesting, however county criminal history searches are most recommended for the most complete candidate background screen				
Criminal Database (National)				
Federal Criminal Records	\$ Redacted		0.27	
Unclear what type of screen this may be requesting, however county criminal history searches are most recommended for the most complete candidate background screen				
U.S. Criminal Records History				
Consumer Credit History	\$ Redacted		Instant	
Professional License Verification	\$ Redacted		1.14	
Education Verification	\$ Redacted		1.6	
Employment Verification	\$ Redacted		1.62	
Motor Vehicle/Driving Record	\$ Redacted	applicable state fee	0.16	\$ (Redacted) ADP fee + applicable State fee
State Sex Offender Search	\$ Redacted			
National Sex Offender Search	\$ Redacted		0.08	
Adverse Action (Letter Service)	\$ Redacted		Instant	Includes both letters
National Security Watch List (OFAC)	\$ Redacted		0.06	
SSN Trace	\$ Redacted		Instant	Death Master Search
County Criminal Search (7yrs)	\$ Redacted		1.77	
State Criminal Search (7yrs)	\$ Redacted		1.77	
County Civil Search	\$ Redacted		2.15	
Social Media Screening				
Department of Transportation (DOT) Employment Verification	\$ Redacted		-	Each additional question (6) is an additional \$ Redacted/question.
ADP does not offer a rescreening/continuous monitoring service, however, a candidate/employee may be rescreened at any time.				
Rescreening/ Continuous Monitoring Services				
Fair Chance Initiative (Letter Service)				Unclear what type of screen this may be requesting
Department of Justice (DOJ) Verification	\$ Redacted		0.06	Part of the OIG/GSA Search

Service/Screen	Unit Price (per screen)	Unit Price (other)	Average Turn Around Time (days)	Notes
Others (List below):				
Credential Verification	\$ Redacted		1.14	
Drug Screening (5, 9, 10 panel urine)	\$ Redacted		2.65	We offer an assortment of drug screening including urine screens, DOT screening, physicals (DOT and standard physicals), TB testing, vision and auditory screening. Drug Screening starts at \$(Redacted)/screen for Labcorp facilities and has different pricing per tier
Implementation - Background Screening	\$ Redacted		4-8weeks	
Implementation - Drug Screening	\$ Redacted		4-8weeks	

What does Adverse Action mean?

Related to employment purposes, Adverse Action means (according to the Fair Credit Reporting Act (FCRA)) a denial of employment or any other decision for employment purposes that adversely affects any current or prospective employee.

What are employers' Adverse Action obligations PRIOR to making an adverse employment related decision?

If employers consider making an adverse employment related decision based in whole or in part on the content of a background check report, assuming such report is provided by an organization that is a consumer reporting agency (CRA) as defined in the FCRA, employers must follow specific steps prior to taking the adverse action in accordance with the FCRA. Please see the steps below.

Pre-adverse action notice:

- Employers must send the candidate a letter, either directly or indirectly thru its CRA, prior to taking the adverse action (known as a pre-adverse action letter) notifying him/her that the employer intends to take adverse action based in whole or in part on the information in his/her background check report received from;
 - The pre-adverse action letter must include:
 - The name, address, and telephone number of the CRA. The telephone number must be toll free if a nationwide CRA, such as ADP Screening and Selection Services, Inc. (ADP SASS), provided the report.
 - 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.
- Include a copy of the background check report with the pre-adverse action letter;
- Include the Consumer Financial Protection Bureau's (CFPB) "A Summary of Your Rights Under the FCRA" with the pre-adverse action notice; and
- Provide the candidate a reasonable period of time to explain the information in the report or to dispute the accuracy of the reported information before taking any adverse employment action. The candidate may contact ADP SASS at any time to "dispute" the report if he/she believes the report to be inaccurate or incomplete. ADP SASS will notify the employer (its client), if the candidate files a dispute.

What are employers' Adverse Action obligations AFTER making an adverse employment related decision?

The FCRA mandates certain requirements be met after making an adverse decision in an employment related decision. Please see the steps below.

Adverse action notice:

- If, after a reasonable period of time or upon resolution of a dispute, an employer still wishes to make an adverse employment decision based on a candidate's background screening results, the employer must send him/her (either directly or indirectly thru its CRA) an adverse action letter.
 - The adverse action letter must include:
 - A statement that he/she was not selected or otherwise had an adverse employment decision made because of the information obtained in the background screening report.
 - The name, address, and telephone number of the CRA. The telephone number must be toll free if a nationwide CRA, such as ADP SASS, 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 copy of the consumer's report from the CRA if the consumer makes a request within 60 days from the receipt of the adverse action notice.
 - 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.

Frequently Asked Questions Regarding Adverse Action



How can ADP SASS help me with my Adverse Action obligations?

ADP SASS offers an Adverse Action notification service for clients that includes the legally required two-step notification process under the federal Fair Credit Reporting Act.

Step One: ADP SASS can mail to a candidate, upon a client's request and on a client's behalf, a "pre-adverse action letter" which states that client (the employer/end user) may take adverse action based in whole or in part on the content of ADP SASS's background check report. [Note: Before the client can make this request of ADP SASS all orders that comprise the background report must be complete and the client must finish their review of the report.] The pre-adverse action letter includes a copy of the report and required legal disclosures, including the "Summary of Your Rights Under the FCRA" document.

Step Two: If client decides to take adverse action against the candidate, a second letter (known as an "adverse action letter") must be sent to the candidate, after allowing for sufficient time for the candidate to review the "pre-adverse action letter" and his/her background check report for accuracy. The "adverse action letter" states that client (the employer/end user) will take adverse action (for example, not to offer employment to the candidate) based in whole or in part upon the content of his/her background check report. Once client decides it will take adverse action towards the candidate, client must request the adverse action letter to be sent to the candidate in order for ADP SASS to mail the adverse action letter to the candidate on client's behalf. [Note: The request to send an adverse action notice to a candidate may be made anytime after eight (8) business days from the date that the pre-adverse action letter was sent. As a reminder, the eight (8) business day period between the pre-adverse action notice and the adverse action notice allows you to fulfill your obligations to the candidate under the FCRA to provide the candidate a reasonable amount of time to review his/her report and file a dispute, if needed.

Reminder: Employers must not take any "Adverse Action" against the candidate before completing Step Two above (or similar step if not using ADP SASS's process), as the significance of step one (or similar step if not using ADP SASS's process) is to provide time to the candidate to review the background screening, along with his/her rights to file a dispute. The time between the pre-adverse letter and the adverse letter will also allow for the employer to review the background screening report and discuss with its CRA the report results or otherwise respond, before adverse action is taken.

Does ADP SASS assist with any employment related (e.g., hiring, promoting, re-assigning, etc.) decision?

No. ADP SASS provides background screening services and cannot be involved in any employment related decisions. Applicant inquiries as to why employment related decisions were made will be referred directly to the employer.

Does an applicant have to file a dispute within 8 business days of the first letter?

No. Candidates may file a dispute anytime that they believe that there is inaccurate or incorrect information in their report. The pre-adverse action letter included in ADP SASS's Adverse Action notification service includes a request that the candidate contact ADP SASS within 8 business days if they want to dispute any information in their report. The 8 day dispute request encourages candidates to realize the importance of acting quickly to file a dispute before the employer makes the final employment related decision (e.g., a hiring decisions that result in employers moving on to hire other candidates).

Does the first letter (the pre-adverse action letter) include a copy of the report and the Summary of Rights?

Yes. The pre-adverse action letter sent to a candidate includes a copy of his/her background screening report and all applicable Summaries of Rights.

Does the ADP SASS Adverse Action notification service assist employers with their state or local adverse action obligations?

The Adverse Action notification service offered by ADP SASS includes the legally required two-step notification process under the federal FCRA. Employers maintain responsibility for ensuring compliance with any applicable requirements of state and local jurisdictions related to adverse action. However, please note in the question below how ADP SASS may provide assistance with sending state and local level summaries of rights. If you are not sure whether the process satisfies your legal requirements, please be sure to consult your legal counsel.

What are the applicable summaries of rights?

Federal Summary of Rights: The FCRA requires that the candidate receive a copy of the CFPB Summary of Rights with the pre-adverse action letter. Every candidate will receive the CFPB Summary of Rights with the first (pre-adverse action) letter.

State summary of rights: Certain states require that candidates receive information about their state law rights with the pre-adverse action letter. The states that require an additional notice include California, New York, Washington, New Jersey and Massachusetts. When an adverse action order is placed with ADP SASS, the applicable summary(ies) of rights, for any state(s) listed above in which the candidate or the employer is located will be included in the packet.

Example 1: Candidate lives in New York and client is headquartered in New Jersey -- the pre-adverse action letter will include the CFPB Summary of Rights as well as both New York Article 23-A and the New Jersey Summary of Rights.

Example 2: Candidate lives in Nevada and client is headquartered in California – the pre-adverse action letter will include the CFPB Summary of Rights and the California Summary of Rights and the San Francisco Fair Chance Notice.

Do the letters in the ADP SASS Adverse Action notification service apply only to employment purposes?

Yes. Standard ADP SASS adverse action letters are designed to be used only for employment purposes and only when an employer may make an adverse employment related decision based in whole or in part on information provided by the background check report provided by ADP SASS. If an employer wishes to use the adverse action process for other situations, such as not accepting a volunteer or an independent contractor, please contact the ADP SASS Solution Center to determine how to create custom adverse action letters.

Do employers that are ADP SASS clients have to use ADP SASS for Adverse Action notifications?

No. Clients are not required to use the Adverse Action notification service offered by ADP SASS. This is a service offered by ADP SASS to assist clients with their Adverse Action obligations. Clients may wish to establish and handle their own adverse action procedures. As always, consult with your legal counsel to ensure that the adverse action procedures implemented meet all of your legal requirements.



Always Designing
for People™

JUNE 2019

Average Screening Turn Around Times

When it comes to making hiring decisions, time is of the essence. With ADP, we fulfill most background checks in three business days, and many of our results are available the same day. The chart below represents our average turnaround times.

Product Description	Source	Average TAT***
Candidate Verifications		
Social Security Number Death Master Search	Social Security Administration	Instant
Social Security Number Verification	Social Security Administration	1.41
Order Builder	Credit Header Information	Instant
Court Records Search		
Criminal Court Records – County	County Courts	1.77
Criminal Court Records – State	State Repositories/Police Departments	1.77
Criminal Court Records – Federal	Federal Courts	0.27
Wants and Warrants	State Repositories/Police Departments	2.14
Civil Court Records	Federal/County Divisions	2.15
Bankruptcy Records	Federal Divisions	1.89
Reference Verifications		
Employment Verification	Current/Previous Employers	1.62
Education Verification	High Schools/Colleges/Universities	1.60
Credential/License Verification	Licensing Bureaus	0.50
Personal/Professional Verification	Calls to References	1.14
Registries		
Sex Offender Search	National/Multit-State/Single State Search	0.08
Government Sanctions Registry	Office of Foreign Assets Control, FBI, Denied Persons List, UN Consolidated Sanctions List	0.03
OIG/GSA Sanctions	Office of Inspector General/General Services Administration	0.06
FAIS Level 1, 1M or 3	Fraud and Abuse Control Information Systems	0.10
FDA Sanctions	Food and Drug Administration	1.71
Drug Testing		
Drug Tests (all)		2.65
Additional Domestic Services		
Credit Reports	Credit Bureaus (TransUnion or Equifax)	Instant
Motor Vehicle Records	State Records	0.16
CDLIS	Commercial Driver's License Information System	2.85
CrimRadar	Suggested Criminal Searches	0.18
Workers Compensation Records	State Repositories	6.06

***Average TAT provided in Business Days

For Intended Recipient Only



Background, Drug Testing and Medical Screening Services

Global Availability



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Global Screening Coverage

Screening available in more than 165 countries



*Excluded by ADP due to privacy reasons
*Excluded by ADP due to US embargo

Note: Global Database Search is available regardless of country. \$(Redacted) and turnaround time of 3-5 days; requires consent form, candidate's full name, date of birth, father's name

Afghanistan	Price	TAT (Days)	Additional Data or Forms Requirements
Education Reference Check	\$ Redacted	10 - 12	Information required: Copy of certificate/degree/transcript along with the university/school/college
Employment Reference Check	\$ Redacted	10 - 12	Information required: Company name, contact no, designation/project and duration
Local Criminal Record Search	\$ Redacted	3 - 17	Information required: Passport copy, photo, any other ID copy
Open Media Search	\$ Redacted	3 - 5	Information required: Consent form, candidate's full name, candidate's AKA's, date of birth (For more detailed information, we would need educational details, employer's name, hobbies)

Albania	Price	TAT (Days)	Additional Data or Forms Requirements
Education Reference Check	\$ Redacted	7 - 10	Information required: Consent form, Degree certificate copy, name of the school, dates of attendance or graduation date
Employment Reference Check	\$ Redacted	5 - 7	Information required: Consent form, name of employer, employer address, dates of employment, HR name and contact information
Identification Record Search	\$ Redacted	10 - 12	Information required: Consent form, Name of the person on ID, Identity Document/Proof, ID number, date of birth

Algeria	Price	TAT (Days)	Additional Data or Forms Requirements
Education Reference Check	\$ Redacted	7 - 10	Information required: Consent form, Degree certificate copy, name of the school, dates of attendance or graduation date
Employment Reference Check	\$ Redacted	7 - 10	Information required: Consent form, name of employer, employer address, dates of employment, HR name and contact information
Local Criminal Record Search	\$ Redacted	7 - 10	Information required: Name and date of birth of candidate ; country to be checked ; applicants current address ; copy of ID (National ID for locals and/or Passport for foreign citizens)
Identification Record Search	\$ Redacted	7 - 10	Information required: Consent form, Name of the person on ID, Identity Document/Proof, ID number, date of birth

EXHIBIT 5
IS ADP CONFIDENTIAL AND PROPRIETARY
PRICING AND HAS BEEN REDACTED



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ADP Information Security Policy Statement

February, 2017



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ADP Information Security Program

ADP is committed to protecting the confidentiality of the information provided by its clients and their employees. All non-public client data provided to ADP by its clients is deemed confidential and treated accordingly. ADP maintains an enterprise-wide Information Security Program and has implemented administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of client confidential information. Due to the constantly changing nature of technologies and security concerns, we regularly conduct risk assessments and continually evaluate and modify our security procedures, policies and standards.

ADP maintains comprehensive written information security policies, which are summarized below and which include an incident response and handling process.

ADP's Chief Security Officer is responsible for all security policies and programs enterprise wide. ADP's Chief Privacy Officer is responsible for policy development and incident response. Each of ADP's business units has representatives responsible for maintaining and enforcing ADP's security policies and practices with the business unit.

ADP's Security Program, among other things, is designed to enable ADP to comply with applicable federal and state laws and regulations related to its businesses and services, including the Massachusetts Standards for The Protection of Personal Information of Residents of the Commonwealth (201 CMR 17.00).

Security Policies and Practices

The following summarizes key ADP security policies and practices. These practices are implemented in accordance with our global risk program at levels commensurate to the comprehensive maturity requirements of the business unit for which they are employed. If you would like further information, please contact your client service representative.

- **Client Data:** ADP's security policies incorporate the protection of client and client employee information that is entrusted to ADP throughout the information life cycle, including entry into ADP's systems, secure data transmission, and appropriate data access, storage, retention and disposal measures.
- **Applications/Systems:** To protect its systems and applications, ADP maintains anti-virus protection on all associate laptops and desktops, has appropriate firewalls, monitoring and intrusion detection practices, and utilizes data loss prevention tools to prevent data leakage from ADP systems and applications. ADP also employs strong password standards for its applications.
- **Encryption:** ADP employs industry standard encryption for all ADP owned laptops, as well as requires use of encryption on portable devices containing client information such as CDs and flash drives. ADP also requires the use of secure email for transmission of client data and utilizes secure connections with clients where appropriate.



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- **Vendor Management/Business Partners:** ADP's Third Party Management Program's oversees the risk and compliance program for vendors, partners and other third parties by assessing and managing the risks assumed by the nature of relationships with vendors, partners and other third parties that receives, stores, processes, or hosts ADP data. The Third Party Assessment Management Service provides a risk assessment of a vendor, partner or business alliance within a pre-defined ISO risk-based framework. The assessment provides a risk-rating, requirements and recommendations for continued business relations with the entity in a safe and secure manner. Vendors, partners and other third parties must undergo a thorough and rigorous selection processes and should a vendor fail to act in accordance with ADP's security guidelines or refuses to comply with ADP standards, their contract is typically terminated.
- **Training and Compliance:** ADP provides ongoing training to its associates about information security policies and practices. ADP's security program includes a policy acknowledgement process, a requirement for conducting appropriate background checks, appropriate disciplinary measures for breaches of policies and procedures, and associate provisioning and de-provisioning practices. All allegations of system or data misuse (by associates, contractors or any third parties) are addressed in accordance with ADP's incident response policies.
- **Facilities:** ADP employs reasonable security measures for access into its facilities and data centers, including the use of various access control devices and policies, identification badges, visitor and third-party procedures, maintaining locked storage areas for confidential materials, and employing security personnel and security cameras where appropriate.

Incident Response

ADP has comprehensive enterprise-wide policies and procedures for reporting and managing security incidents. ADP's policy requires the prompt reporting of all security incidents. Once an issue has been reported, ADP's process notifies and engages the appropriate associates through automatic escalation and documented procedures.

ADP's policy requires appropriate investigation and evaluation in order to ensure that all incidents are addressed timely and effectively, and in accordance with ADP policy and legal requirements. Where necessary, ADP has procedures for the timely notification of clients, impacted employees of clients, and appropriate government agencies as required.

Additional Safeguarding Measures

ADP conducts periodic reviews of our security policies and practices through independent third-party auditing services, including ISO certifications and Statements on Standards for Attestation Engagements No. 16 (SSAE 16) Reporting on Controls at a Service Organization (SOC 1) Audits, as well as internal auditing services and other assessments deemed appropriate.

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The software and information ("Services") accessed herein were developed exclusively at private expense, and are proprietary to Dun & Bradstreet, Inc., and its affiliates and subsidiaries (collectively, "D&B"), and may include copyrighted works, trade secrets, or other materials created by D&B at great effort and expense.

If the Customer accessing the Services is part of the executive, legislative or judicial branches of the U.S. Federal Government, the Services contained herein are a Commercial Item as that term is defined in FAR 2.101, and are comprised of Technical Data, Computer Software and Computer Software Documentation as those terms are defined in FAR 52.227-14(a) and DFAR 252.227-13.

Customer's rights to use the Services are as described in the government contract signed between D&B and the Government

Under no circumstances will the Customer accessing the Services have greater rights in the Services provided hereunder than "Limited Rights" as that term is defined in FAR 52.227-14 (ALT II) and DFAR 252.227-7013(f) and "Restricted Rights" as that term is defined in FAR 52.227-14 (ALT III) and DFAR 252.227-7014(f), respectively.

LIVE REPORT Currency: Shown in USD unless otherwise indicated 

AUTOMATIC DATA PROCESSING, INC.

Trade Names: ADP

ACTIVE **HEADQUARTERS**

D-U-N-S 00-191-5172

Number:

Company: AUTOMATIC DATA PROCESSING, INC.

<p>D&B Address</p> <p>Address: 1 ADP BLVD ROSELAND, NJ, US - 07068</p> <p>Location HEADQUARTERS</p> <p>Type:</p> <p>Phone: 973-974-5000</p> <p>Fax:</p> <p>Web: www.adp.com</p>	<p>Added to Portfolio: 03/21/2007</p> <p>Endorsement: Hanna.lockman@adp.com</p> <p>Last View Date: 08/09/2019</p>
---	--

Company Summary

SCORE BAR		
PAYDEX®	65 	Paying 19 days past due

Commercial Credit Score Percentile



64

Low to Moderate Risk of severe payment delinquency.

Financial Stress Score National Percentile



67

Moderate Risk of severe financial stress.

D&B Viability Rating



[View More Details](#)

Bankruptcy Found

N

D&B Rating

5A2

5A indicates 50 million and over, Credit appraisal of 2 is good

D&B VIABILITY RATING SUMMARY

Viability Score

Viability Score : 1

Low Risk:1 ; High Risk:9

Data Depth Indicator

Data Depth Indicator : A

Predictive:A ; Descriptive:G

Portfolio Comparison

Portfolio Comparison : 5

Low Risk:1 ; High Risk:9

Company Profile:

A

Financial Data	Trade Payments	Company Size	Years in Business
Available	Available (3+Trade)	Large	Established

DETAILED TRADE RISK INSIGHT™

3 months from Jun-19 to Aug-19

Days Beyond Terms Past 3 months: 8 Days

Days Beyond Terms Past 3 months : 8

Low Risk:0 ; High Risk:120+

Dollar-weighted average of **534** payment experiences reported from **52** companies.

D&B COMPANY OVERVIEW

This is a headquarters location

Branch(es) or Division(s) exist Y	Gross Revenue 13325800000	Chief Executive JOHN P JONES, CHB+
Age (Year Started) 70 years (1949)	Employees 57000 (1500 Here)	History Status CLEAR
Net Worth 3459600000	Mailing Address PO BOX 34 Roseland ,NJ 07068	Financing SECURED
Financial Condition GOOD	Stock Symbol ADP	SIC <u>7374</u>
Line of business Data processing/preparation	NAICS <u>518210</u>	

PAYDEX® TREND CHART

STOCK PERFORMANCE

ADP 168.53 -1.8 ↓ (-1.06%)

Previous Close: 170.33	Volume: 1,371,618.00
Daily High: 169.95	Daily Low: 166.42
52-Week High: 172	52-Week Low: 121.41
P/E: 46.2967	Market Cap: 73,171,384,000
EPS: 3.65	Div/Yield: 1.88

FIRSTRAIN COMPANY NEWS

Powered By FirstRain

United States: "Don't Drive Angry!" It Isn't Groundhog Day, But Another Court Upholds Adp's Restrictive Covenants Mondaq Aug 8, 2019
Google Inc.

Davy Asset Management Ltd Purchases New Holdings in Automatic Data Processing (NASDAQ:ADP) Tech Know Bits Aug 7, 2019
Google Inc.

Automatic Data Processing declares \$0.79 dividend
Seeking Alpha Aug 7, 2019
Google Inc.

ADP Declares Regular Quarterly Dividend Automatic
Data Processing, Inc. Aug 7, 2019
Google Inc.

**NN Investment Partners Holdings N.V. Has \$13.16
Million Stock Position in Automatic Data Processing
(NASDAQ:ADP)** Tech Know Bits Aug 6, 2019
Google Inc.

**Hedge fund owner cashes in on UTC, abandons
opposition to Raytheon deal** The Courant Aug 6, 2019
Google Inc.

**Pershing Square Holdings Exits United Technologies
and ADP** Morningstar Aug 6, 2019
Google Inc.

**Ackman's Pershing Square exited ADP and UTX
investments: source** Reuters Aug 5, 2019
Google Inc.

**Bill Ackman's fund sells stakes in United
Technologies and ADP** Financial Times Aug 5, 2019
Google Inc.

**Arizona State Retirement System Boosts Stake in
Automatic Data Processing (NASDAQ:ADP)** Tech
Know Bits Aug 5, 2019
Google Inc.

**ADP Keeps Moving Forward After a Transformational
Year** Nasdaq Aug 3, 2019
Google Inc.

**U.S. added 164,000 jobs in July, while unemployment
remained at 3.7%** One News Page Ltd Aug 2, 2019
Google Inc.

**Legacy Advisors LLC Sells 325 Shares of Automatic
Data Processing (NASDAQ:ADP)** Tech Know Bits Aug 1,
2019
Google Inc.

**Automatic Data Reaps the Benefits of Transformation
Initiatives** Motley Fool Aug 1, 2019
Google Inc.

**Automatic Data Processing, Inc. 2019 Q4 - Results -
Earnings Call Slides** Seeking Alpha Jul 31, 2019
Google Inc.

**Voya Financial Announces Agreement With ADP to
Provide Integrated Employee Benefits Solutions**
Investor Point Jul 31, 2019
Google Inc.

U.S. companies added 156,000 jobs in July USA
TODAY Jul 31, 2019
Google Inc.

**ADP Will Close Owings Mills Office, Lay Off 123
People** citybizlist Jul 30, 2019
Google Inc.

Automatic Data Processing \$ADP Technical Update
Stock Traders Daily Jul 29, 2019
Google Inc.

**See Which Of The Latest 13F Filers Holds Automatic
Data Processing** Nasdaq Jul 29, 2019
Google Inc.

**Automatic Data Processing (ADP) Scheduled to Post
Quarterly Earnings on Wednesday** Tech Know Bits Jul 29,
2019
Google Inc.

**JGP Wealth Management LLC Has \$4.23 Million
Stock Holdings in Automatic Data Processing
(NASDAQ:ADP)** MR Modern Readers Jul 28, 2019
Google Inc.

**Town & Country Bank & Trust CO dba First Bankers
Trust CO Sells 380 Shares of Automatic Data
Processing (NASDAQ:ADP)** The Olympian Report Jul 27,
2019
Google Inc.

2019
Google Inc.

French airports group ADP CEO - sometimes state shareholding can be hindrance Reuters Jul 26, 2019
Google Inc.

GHP Recruits Three Board Members for Teach for America ? New Jersey Hunt Scanlon Media Jul 24, 2019
Google Inc.

Analyzing Automatic Data Processing (NASDAQ:ADP) and Marin Software (NASDAQ:MRIN) Tech Know Bits Jul 21, 2019
Google Inc.

Cognizant appoints Sandra Wijnberg to Board of Directors Money Control Jul 19, 2019
Google Inc.

NelsonHall and Everest Group Name ADP a Leader in Recruitment Process Outsourcing (RPO) Automatic Data Processing, Inc. Jul 19, 2019
Google Inc.

Paycom Is Too Rich For My Blood Seeking Alpha Jul 15, 2019
Google Inc.

Comparing Automatic Data Processing (NASDAQ:ADP) and Marin Software (NASDAQ:MRIN) Tech Know Bits Jul 13, 2019
Google Inc.

ADP sign raised at Allentown's Five City Center; employees move in Monday The Morning Call Jul 12, 2019
Google Inc.

Fantasy Football: 5 burning questions in the AFC North PhoenixvilleNews.com Jul 11, 2019
Google Inc.

Ethiopia's TPLF party demands clarity on 2020 elections, blasts ADP over 'coup' Africa News Jul 11, 2019
Google Inc.

Automatic Data Processing (NASDAQ:ADP) Expected to Announce Quarterly Sales of \$3.50 Billion Tech Know Bits Jul 11, 2019
Google Inc.

Automatic Data Processing \$ADP Technical Update Stock Traders Daily Jul 10, 2019
Google Inc.

Altfest L J & Co. Inc. Acquires Shares of 1,345 Automatic Data Processing (NASDAQ:ADP) Tech Know Bits Jul 9, 2019
Google Inc.

ADP teams with CountingWorks Pro on marketing library for accountants and tax pros Accounting Today Jul 9, 2019
Google Inc.

CLA signs agreement for ganja pilot project in Accompong Jamaica Observer Jul 9, 2019
Google Inc.

ADP vs. Paychex: Comparing Key Metrics For The Two Largest Payroll Nasdaq Jul 9, 2019
Google Inc.

Meiji Yasuda Life Insurance Co Has \$695,000 Stock Position in Automatic Data Processing (NASDAQ:ADP) Tech Know Bits Jul 8, 2019
Google Inc.

ADP, City's Payroll Vendor, Issues Statement on Paycheck Failure City of New Orleans Jul 5, 2019
Google Inc.

City Issues Statement on Delayed Payroll for Some Employees City of New Orleans Jul 5, 2019
Google Inc.

Youths accessing online jobs through Ajira Digital Program Kenya News Agency Jul 5, 2019

Survey: Companies add fewest jobs in 9 years in May

WN - WorldNews Jul 4, 2019

Google Inc.

The President & CEO of Automatic Data Processing (ADP) is Buying Shares

Smarter Analyst Jul 3, 2019

Google Inc.

TREASURIES-Record low euro zone yields drive down U.S. yields

Reuters Jul 3, 2019

Google Inc.

US private sector employment up 102K in June, says ADP

InvestEgate Jul 3, 2019

Google Inc.

Buy Calls to Bet on New ADP Highs

Schaeffers Research Jul 3, 2019

Google Inc.

Survey: Modest job gains in June hint at slowing economy

WN - WorldNews Jul 3, 2019

Google Inc.

Contrasting Automatic Data Processing (NASDAQ:ADP) and Marin Software (NASDAQ:MRIN)

MR Modern Readers Jul 3, 2019

Google Inc.

PUBLIC FILINGS

The following data includes both open and closed filings found in D&B's database on this company.

Record Type	Number of Records	Most Recent Filing Date
Bankruptcies	0	---
Judgments	5	06/26/2014
Liens	30	07/19/2019
Suits	5	07/17/2019
UCCs	1362	06/25/2019

The public record items contained herein may have been paid, terminated, vacated or released prior to today's date.

Predictive Scores

D&B VIABILITY RATING SUMMARY

The D&B Viability Rating uses D&B's proprietary analytics to compare the most predictive business risk indicators and deliver a highly reliable assessment of the probability that a company will go out of business, become dormant/inactive, or file for bankruptcy/insolvency within the next 12 months. The D&B Viability Rating is made up of 4 components:

Viability Score

Compared to All US Businesses within the D&B Database:

Portfolio Comparison

Compared to All US Businesses within the same MODEL SEGMENT:

- Level of Risk: **Low Risk**
- Businesses ranked **1** have a probability of becoming no longer viable: **0.2 %**
- Percentage of businesses ranked **1**: **0.3 %**
- Across all US businesses, the average probability of becoming no longer viable: **14 %**

- Model Segment : **Available Financial Data**
- Level of Risk: **Moderate Risk**
- Businesses ranked **5** within this model segment have a probability of becoming no longer viable: **0.5 %**
- Percentage of businesses ranked **5** with this model segment: **11 %**
- Within this model segment, the average probability of becoming no longer viable: **0.6 %**

Data Depth Indicator

Data Depth Indicator:

- ✓ Rich Firmographics
- ✓ Extensive Commercial Trading Activity
- ✓ Comprehensive Financial Attributes

Greater data depth can increase the precision of the D&B Viability Rating assessment.

To help improve the current data depth of this company, you can ask D&B to make a personalized request to this company on your behalf to obtain its latest financial information. To make the request, click the link below. Note, the company must be saved to a folder before the request can be made.

Request Financial Statements

Reference the FINANCIALS tab for this company to monitor the status of your request.

Company Profile:

Company Profile Details:

- Financial Data: **Available**
- Trade Payments: **Available: 3+Trade**
- Company Size: **Large: Employees:50+ or Sales: \$500K+**
- Years in Business: **Established: 5+**

A

Financial Data	Trade Payments	Company Size	Years in Business
Available	Available: 3+Trade	Large	Established

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Supplier Diversity @ ADP



POLICY STATEMENT

Diverse suppliers will have an equal opportunity to be included in ADP's strategic sourcing and procurement process. Companies that seek to do business with ADP must demonstrate the ability to add value and provide high-quality goods and services that are competitively priced, reliable and aligned with our superior level of service.

SUPPLIER DIVERSITY at ADP

The primary goal of this initiative is to proactively identify, build relationships with and purchase goods and services from minority, women, veteran-owned and other qualified diverse enterprises. We strive to partner with businesses that reflect the local and global markets we serve, while obtaining the highest level of quality goods and services for our clients.

Basic Reporting in the ADP Supplier Diversity Program include:

- Quarterly and annual status reports to internal executive management
- Reports as required by external clients and organizations
- Reports from our prime suppliers to provide Tier II spend on a quarterly basis in
- accordance with established requirements and procedures

Evidence of ADP's Diversity Efforts:

The ADP Supplier Diversity Program targets spend with businesses certified as 51% owned, operated and controlled by diverse business enterprises. Spend is verified by an outside third party agency.

To help ensure that our bidding opportunities reach eligible diverse business enterprises, ADP works in conjunction with the following organizations and councils:

- National Minority Supplier Development Council (NMSDC)
- Women's Business Enterprise National Council (WBENC)
- United States Hispanic Chamber of Commerce (USHCC)
- National Gay and Lesbian Chamber of Commerce (NGLCC)
- Disability:IN

INCLUSIVE GROUPS

A “diverse business enterprise” is defined as a company that is at least fifty-one (51%) owned, operated and controlled by a women, minority, veteran or LGBT business as follows:

- Minority Business Enterprises (“MBE”) consists of:
 - African American
 - Asian
 - Asian Indian
 - Asian Pacific
 - Hispanic American and
 - Native American
- Women Business Enterprises (“WBE”)
- LGBT Business Enterprises (“LGBTBE’s”)
- Veteran Business Enterprise (“VBE”)
- Service, Disabled Veterans Business Enterprises (SDVBE)
- Disability Owned Business Enterprises (DOBE)
- Other inclusive diverse business enterprises that are acknowledge by the Small Business Administration (“SBA”) and ADP include the following:
 - Disadvantaged Business Enterprises (DBE)
 - Small Business Administration Program (SBA)
 - Small Disadvantaged Business Enterprises (SDA)
 - Small Business Enterprises (SBE)

PROGRAM REQUIREMENTS

To qualify for doing business with ADP under the supplier diversity program, a company must be certified as a diverse business enterprise by a third party organization that is acceptable to ADP.

ACCEPTABLE THIRD-PARTY CERTIFICATION AGENCIES:

- National Minority Supplier Development Council (“NMSDC”), and local affiliates
- Women’s Business Enterprise National Council (“WBENC”), and local affiliates
- National Gay and Lesbian Chamber of Commerce (“NGLCC”)

- Veterans Administration ("VA")
- Small Business Administration ("SBA")
- Other municipal and state certifying agencies

CORE PROGRAM COMPONENTS

- Tier I Program – Purchasing goods and services directly from diverse business enterprises.
- Tier II Program -- Working with ADP prime suppliers to achieve supplier diversity at multi-tiered levels within the supply chain.
- Objective Measurements -- Establishing and meeting company and departmental goals and objectives that support our overall diversity strategy
- Tracking and Reporting -- Monitoring and reporting our progress toward achieving our supplier diversity goals and objectives with a strong emphasis on continuous improvement.
- Training and Education -- Ensuring that associates with purchasing authority throughout our organization understand ADP's supplier diversity principal components and commitment.
- External Outreach Activities -- Seeking diverse suppliers through active involvement with women and minority development organizations and outreach within the supplier diversity community.
- Communications – Engaging and educating associates, management, suppliers and the general public on our supplier diversity program, policies and achievements.
- Awards Program and Recognition -- Rewarding the hard work and outstanding efforts of our associates, suppliers and organizational partners.

We will measure our success based on our ability to attain and exceed in these primary focus areas.

ADP was recognized in Diversity Inc's Top 50 Companies 2011-2018.

Should you have additional questions, please see the contact information below.

Laurinda Thomas
Director of Supplier Diversity
Laurinda.Thomas@ADP.com

Aniyah McNeal
Procurement Analyst
Aniyah.Mcneal@ADP.com



Screening and Selection Services Implementation

ADP follows a successful process to ensure that our clients' solutions are implemented successfully. We approach each implementation as a partnership where ADP and Region 4 Education Service Center each take ownership of certain tasks to ensure the project is completed. To help streamline your transition to ADP's background screening solution, our implementation team works closely with you to define project requirements, set timelines, and allocate resources. Ensuring our solution mirrors your existing hiring process is part of how ADP helps make people selection easier for you.

ADP's implementation methodology is broken down into several phases:

Phase 1: Startup. The primary objectives of the startup phase include:

- Assembling the implementation team.
- Conducting the internal planning session(s) between the sales and implementation teams to review the project scope and the client's requirements.
- Preparing and conducting the welcome session (remotely).
- Preparing for the client kick-off meeting.

Phase 2: Analysis. The primary objectives of the analysis phase include:

- Reviewing the client's requirements and performing a business and technical analysis based on the project's scope.
- Documenting the requirements and obtaining internal team and client approval.
- Conducting the client kick-off meeting.

Analysis begins with the client kick-off meeting and ends when the client has approved the business requirements. The goal of the analysis phase is to review and interpret the client's documentation, business roles, and administrative processes to capture the business requirements.

The implementation team reviews and validates the client's requirements identified during the sales process and identifies any additional client requirements. During the technical analysis activity, the implementation team uses the client's business requirements to determine the best way to configure the client's solution. Technical analysis determines the requirements that can be managed in the base setup of the solution and which may require customizations. Reports, interfaces, and data conversion processes are also reviewed.

During analysis, changes to the original project scope may be identified and should be escalated to the project manager.



Phase 3: Configuration. The primary objectives of the configuration phase include:

- Configuring the solution to meet the client’s business requirements as defined during analysis.
- Developing any applicable customizations based on the client’s business requirements as defined during analysis.
- Successfully unit testing all components of the solution.

Configuration begins after the client approves the implementation requirements and ends with the successful completion of unit testing for all solution components. The objective of the configuration phase is to configure the solution to address the client’s approved business requirements.

Phase 4: Validation. The primary objective of the validation phase is to successfully perform end-to-end testing of the client’s entire solution. Validation begins with setting up the testing infrastructure and ends with the formal approval of the testing results by ADP and client users.

The process includes distinct testing activities:

- Integration testing is ADP’s end-to-end testing of business processes. It builds upon unit testing by testing each major solution component and the interrelationships with all other solution components. Integration testing ensures that all components are working together to produce the documented end results.
- User-acceptance testing is the client’s testing of functionality from a client end-user perspective. It allows for knowledge transfer from the implementation team to the end users and allows the end users to follow the documented procedures as applicable.

Phase 5: Production. After successful validation, the client moves to live production and begins to benefit from the new ADP solution. Production is completed with a post-implementation meeting and a formal transition ADP’s service center team. The primary objectives of the production phase include:

- Successful solution processing in a production environment.
- Transition from implementation to service.

Following is a project plan with sample tasks and timelines:

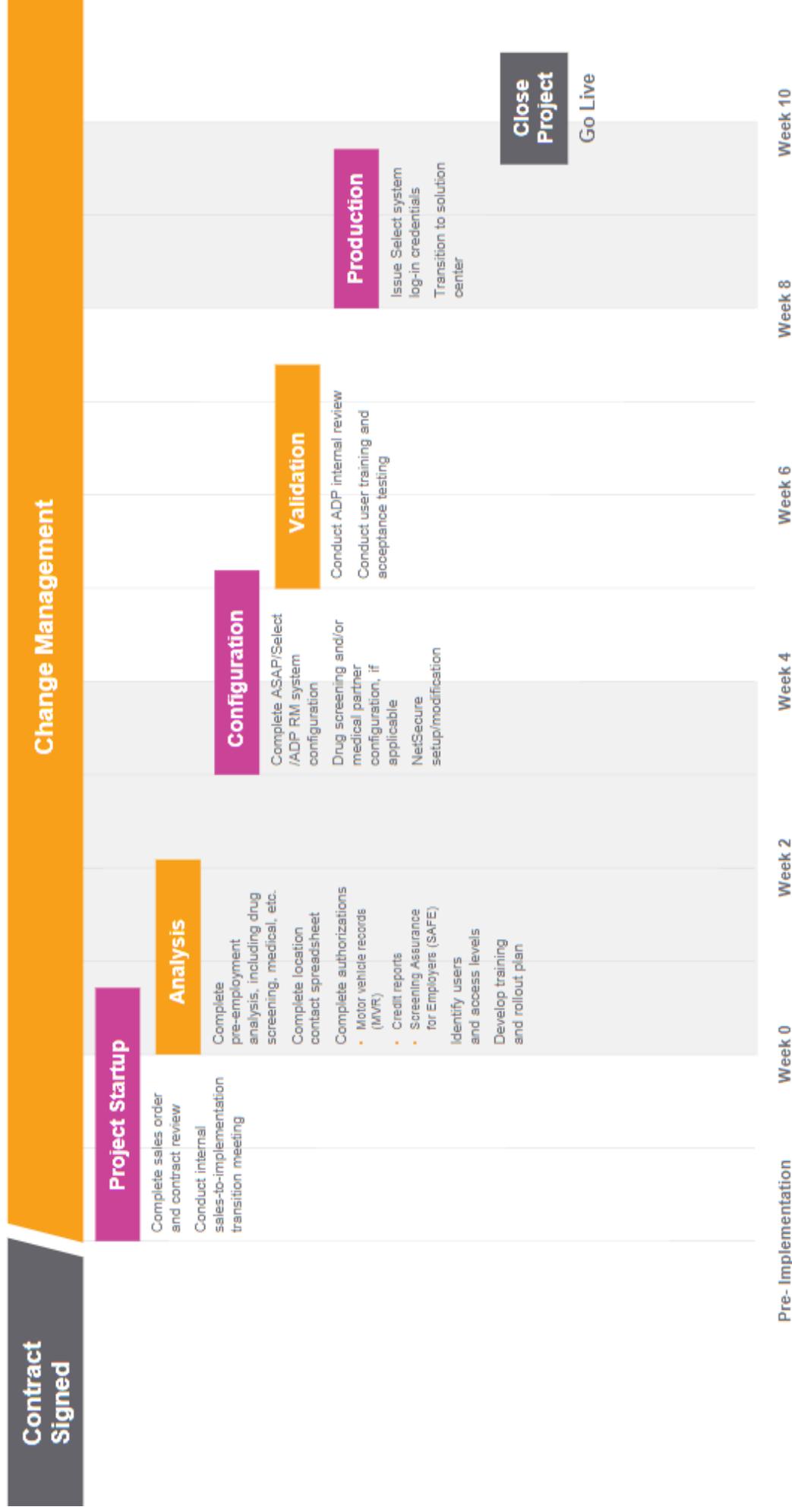
ADP Screening and Selection Services Implementation Phases		Estimated Time frame
I. Project startup		2 days
Complete sales order and contract review		
Conduct internal sales-to-implementation transition meeting		
II. Analysis		2 weeks
Complete pre-employment screening analysis		
Complete location contact spreadsheet		
Complete authorizations:		
Motor vehicle/driving records		



ADP Screening and Selection Services Implementation Phases		Estimated Time frame
Credit reports		
Identify users and access levels		
Develop training and rollout plan		
Complete initial drug screening analysis		
Complete eScreen partner analysis		
III. Configuration		2 weeks
Complete solution configuration		
Complete eScreen partner configuration		
IV. Validation		1 week
Conduct ADP internal review		
Conduct user training and acceptance testing		
V. Production		3 days
Issue login credentials		
Transition to service center		

SASS Implementation 8–10-Week Timeline

ADP Recruiting Management



*Timeline highly dependent on 3rd party ATS development
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