



PENNSYLVANIA GAMING CONTROL BOARD

Contract No. _____

AGREEMENT

Background

WHEREAS, the Pennsylvania Gaming Control Board (“Board”) is an independent board and a body corporate and politic of the Commonwealth of Pennsylvania created on July 5, 2004, pursuant to Act 71-2004, otherwise known as the Pennsylvania Race Horse Development and Gaming Act, *as amended*. (“Gaming Act”); and

WHEREAS, the Board is charged with the regulation and oversight of lawful gaming within the Commonwealth of Pennsylvania; and

WHEREAS, on July 7, 2025, the Board issued Request for Proposal PGCB 2025-1 (“RFP”) for background screening services in compliance with the Commonwealth Procurement Code, 62 Pa.C.S. §101, *et. seq.*; and

WHEREAS, TruView BSI, LLC (“TruView” or “Contractor”) timely submitted a proposal in response to the RFP; and

WHEREAS, TruView was selected for negotiations after attaining the highest technical score in the RFP review process; and

WHEREAS, TruView had no objections to the terms of the RFP when its proposal was submitted, with the caveat that it must comply with federal, state, and local laws applicable to performing background investigations and as it is bound by the Fair Credit Reporting Act; and

WHEREAS, the Board and TruView, in fact, have engaged in further negotiations.

Terms

WHEREFORE, the Board and TruView, intending to be legally bound, on this ____ day of _____, **2026** enter into this agreement (“Agreement” or “Contract”) subject to the terms described herein:

1. This Contract is not in effect until the later of April 1, 2026 or the date of the final signature or approval below (“Effective Date”). The Expiration Date (“Expiration Date”) of this Contract shall be on the second (2nd) anniversary of the Effective Date, however, the Board may exercise up to three (3) one-year options upon written notice to Contractor.
2. This Contract serves as the entire Agreement between the Board and TruView, for the provision of background screening services of gaming operators and other individuals and entities associated with gaming in the Commonwealth of Pennsylvania.
3. This Contract includes the provisions and obligations described more fully in the following documents, which are attached hereto as Exhibits and incorporated herein by reference:
 - a. Exhibit A (RFP PGCB 2020-1, including Appendices A - M);
 - b. Exhibit B (TruView Technical Response to RFP PGCB 2020-1);
 - c. Exhibit C (TruView Small Disadvantaged Business/Veteran Business Enterprise submittal)
 - d. Exhibit D (Final Contract Pricing)
 - e. Exhibit E (Nondisclosure Agreement)
 - f. Exhibit F (Process Flowchart for Gaming Employees)
 - g. Exhibit G (Process Flowchart for G2/Key Employees, Principals & Entities)
 - h. Exhibit H (End User Agreement)
 - i. Exhibit I (Client Certification)
4. Contractor understands that inclusive with the totality of Exhibit A being part of this Agreement is Part VI of Exhibit A (Commonwealth of Pennsylvania Standard IT Contract Terms and Conditions), which is essential to this Agreement, with the following modifications:
 - a. Section 15 (Subcontracts) – Any request by the Board for an unredacted copy of a subcontract must be made in writing; and
 - b. Subsection 28(c)(iv) (Termination by Default) – Any mistaken termination by default initiated by the Board, which converts to termination for convenience as

described in this provision, shall entitle Contractor to a recovery of damages collected from Contractor pursuant to Section 28(c)(i).

5. Unless and until notified otherwise by the Board, the Contracting Officer for this Agreement, as that term is defined in Section 1 of the Commonwealth of Pennsylvania Standard IT Contract Terms and Conditions (Part VI of Exhibit A), is as follows:

Claire B. Yantis, Administrative Director (cyantis@pa.gov)

Pennsylvania Gaming Control Board
303 Walnut Street
Commonwealth Tower, 5th Floor
Harrisburg, PA 17101

6. For the purposes of the Order of Precedence of contracting documents described in Section 11 of the Commonwealth of Pennsylvania Standard IT Contract Terms and Conditions (Part VI of Exhibit A), the parties agree that Exhibit B, C and D, above, are considered part of "The Proposal".
7. Additionally, for the purposes of the Order of Precedence of contracting documents described in Section 11 of the Commonwealth of Pennsylvania Standard IT Contract Terms and Conditions (Part VI of Exhibit A), the parties agree that Exhibit E, F, G, H and I above, are considered part of "the documents containing the parties signatures."
8. The delivery of Certificates of Insurance and the Quarterly Utilization Reports, as required by Sections 34 (pg. 51) and 73 (pg. 80), respectively, of the Commonwealth of Pennsylvania Standard IT Contract Terms and Conditions (Part VI of Exhibit A) shall be made to the Contracting Officer identified herein.
9. The delivery of quarterly progress reports, as required by Section III-10A (pg. 22) of Exhibit A shall also be made to the Contracting Officer identified herein.
10. The Parties agree that the technical aspects of placing orders for background screening services, and transmitting the results thereof, as described in Exhibit A and Exhibit B are illustrated in Exhibit F and Exhibit G, but may change from time to time upon agreement of the parties, based upon technological and operational advancements.
11. Contractor agrees that, in cases of internal Board investigations of prospective Board employees, employees of the Board or former employees of the Board, that information obtained regarding said person shall be segregated and only be accessible to the Board staff person that placed the order in question or the Director of the Bureau of Investigations and Enforcement.
12. Contractor agrees that this contract is for set pricing on deliverables as provided for in Exhibit D and that the Board will not process requests for payment not provided for in Exhibit D.

13. The deliverables which are the subject of this contract, described in more detail in Section III-8 of Exhibits A and B, are as follows:

- a. Domestic Screening Services
 - i. Consumer Credit Reports
 - ii. Business Credit Reports
 - iii. Employment Checks
 - iv. Social Security Number Verification/Validation
 - v. Education Checks
 - vi. County Criminal Check
 - vii. County Civil Check
 - viii. Person Address Identification
 - ix. Person Address plus Database Linkage
 - x. Person Address Identification plus Investigator Analysis
- b. Lien Identification Program
 - i. Federal Tax Lien Pointer File – Per Name (initial)
 - ii. UCC or County Recorder – Direct Search Per Name
 - iii. (2nd Check, if Hit on Federal Tax Lien
- c. International Screening Services
 - i. Criminal (Individual)
 - ii. Criminal (Entity)/International Sanctions Search
 - iii. Credit (Individual)
 - iv. Credit (Entity)

14. The prices identified in Exhibit D for certain deliverables identified in Paragraph 13, above, include additional parameters as follows:

- a. Domestic Screening Services
 - i. Consumer Credit Reports
 - 1. Credit report from one (1) of the three (3) major credit bureaus
 - 2. four-hour response time
 - ii. Business Credit Reports
 - 1. Business Credit report from one (1) of the three (3) major credit bureaus, public record checks, UCCs, OFAC, EDGAR Financials, Fraud Flags, Dunn & Bradstreet
 - 2. 24-hour response time
 - iii. Employment Checks
 - 1. Five-year history, regardless of the number of employers
 - 2. Includes name, last title held, dates employed and rehire eligibility for each employer
 - 3. Three attempts per employer

4. Includes costs associated with Contractor using third party vendors (e.g. - Work Number)
 5. 4-Day (96-Hour) response time
 6. Contractor may seek additional information from the Board, consistent with this agreement, if additional information is needed to complete this task
- iv. Education Checks
 1. Charge is per institution requested
- v. County Criminal Check
 1. County of applicant's residence unless another county is requested
 2. Five-year history, regardless of the number of cases
- b. International Screening Services
 - i. Criminal (Individual)
 1. Country selected by the Board
 2. Five-year history, regardless of the number of cases
 - ii. Criminal (Entity)/International Sanctions Search
 1. Country selected by the Board
 2. Five-year history, regardless of the number of cases
 - iii. Credit (Individual)
 1. Country selected by the Board
 - iv. Credit (Entity)
 1. Country selected by the Board
15. The parties agree that, because many international jurisdictions do not have a mechanism for criminal prosecution of non-person entities, and where such processes do exist, the availability of information varies widely, that all orders for an International Criminal (Entity) search under this Contract will, in fact, be what TruView identifies as an ***International Sanctions Search Plus Locally Sourced Adverse Media Repository Search*** ("International Sanctions Search"). This International Sanctions Search shall include, at least, an Office of Foreign Assets Control ("OFAC") search, a search of over 3,000+ databases covering U.S. and foreign regulatory sanctions (including over 800 international aggregated regulatory sanction and enforcement lists across all international jurisdictions), as well as a locally sourced adverse media repository search.
16. Unless later directed otherwise by the Board, all invoicing related documents to be supplied to the Board pursuant to Section III-3 of Exhibit A, pg. 17, (which is separate from the documentation required to be submitted to the Comptroller's Office pursuant to Exhibit A and remains a Contract requirement) shall be forwarded to the following individual:

Amanda Peters – Procurement and Property Manager, Bureau of Office Services
(ampeters@pa.gov)

Pennsylvania Gaming Control Board
303 Walnut Street
Commonwealth Tower, 5th Floor
Harrisburg, PA 17101

17. No travel reimbursement or per diem expenses are available to Contractor under this Agreement.
18. The Board will be billed upon the completion and delivery of any of the items identified in Exhibit D regardless of whether all orders for a particular person or entity are completed and delivered to the Board.
19. Contractor agrees that the terms of the Board's Nondisclosure Agreement ("NDA"), attached hereto as Exhibit E, are fully incorporated into the terms of this Agreement. Furthermore, Contractor agrees to have all of its owners, officers, directors, employees and contractors that may come in contact with any information which is the subject of this Agreement, sign a Nondisclosure Agreement, in the same form, but between Contractor and its owners, officers, directors, employees and contractors. All such agreements shall be retained by Contractor, but be available to the Board upon request.
20. The Board agrees that the terms of Contractor's End User Agreement and Client Certification, attached hereto as Exhibits H and I, respectively, are fully incorporated into this Agreement. These documents will be signed by the Pennsylvania Gaming Control Board's Administrative Director, on behalf of the Agency.
21. Contractor understands that the Board has entered into this Agreement based, in part, on the assurances and best practices outlined by Contractor in Exhibit B and Contractor agrees to continue those practices during the duration of this Agreement.
22. Notwithstanding any language in Exhibit B to the contrary, unless otherwise authorized by the Board, Contractor shall not contact the subject of a Board originated background screening order. If such person should contact Contractor, TruView shall, in addition to complying with all legal requirements, inform the Board staff person who placed the order (or, in lieu thereof, the Contracting Officer), that such contact was made.
23. If Contractor requires additional information from or about the subject of a Board originated background screening order in order to complete the screening, the Board staff person who placed the order (or, in lieu thereof, the Contracting Officer) should be the source of that information.
24. The parties hereto recognize that, during the course of this Agreement, circumstances not yet contemplated could require a change in the ordering, securing of deliverables and/or billing for said deliverables. These changes may include, but are not limited to, updating

computer software and/or computer programming. If such actions are significant enough to require an amendment of this Agreement to include services and pricing not presently contemplated, the parties agree to not unreasonably refuse to amend the Agreement upon a showing that such an amendment is necessary.

25. Unless specifically provided for otherwise in this Contract, all notices required by this Contract shall be given by either Party to the other through one of the means identified in Section 69 of the Commonwealth of Pennsylvania Standard IT Contract Terms and Conditions (Part VI of Exhibit A)(Pg. 78). Such notices shall be directed to the following persons:

To Contractor: TruView BSI, LLC
225 Broadhollow Road, Suite 304
Melville, NY 11747
Attn: Nicholas M. Auletta, President
nmauletta@truviewbsi.com

To Board: Pennsylvania Gaming Control Board
303 Walnut Street
Commonwealth Tower, 5th Floor
Harrisburg, PA 17101
Attn: Claire B. Yantis, Administrative Director
cyantis@pa.gov

**THE REMAINDER OF THIS PAGE
IS INTENTIONALLY LEFT BLANK**

IN WITNESS WHEREOF, and intending to be legally bound, the Parties hereto have executed, approved and agreed to this Contract as follows.

CONTRACTOR'S WITNESS:

By: William Manning Chief Revenue Officer
Signature and Title

11 February 2026

Date:

William Manning

Printed Name

CONTRACTOR:

By: Nicholas M. Auletta President
Signature and Title

11 February 2026

Date:

Nicholas M. Auletta

Printed Name

**PENNSYLVANIA GAMING
CONTROL BOARD**

By: Claire B. Yantis
Claire B. Yantis, Administrative Director

APPROVED AS TO FORM AND LEGALITY:

Stephen S. Cook
Stephen S. Cook, Chief Counsel
PGCB Office of Chief Counsel Date: 2/12/2026

TO BE OBTAINED ELECTRONICALLY

Office of Attorney General Date

**APPROVED FOR FISCAL RESPONSIBILITY, BUDGETARY APPROPRIATENESS
AND AVAILABILITY OF FUNDS:**

TO BE OBTAINED ELECTRONICALLY

Comptroller Date

EXHIBIT

A

Background Screening RFP

**REQUEST FOR PROPOSALS FOR
BACKGROUND SCREENING SERVICES**

**ISSUING OFFICE
PENNSYLVANIA GAMING CONTROL BOARD
(PGCB)**

RFP NUMBER

PGCB 2025-1

DATE OF ISSUANCE

07/07/2025

Small Diverse Businesses (SDB) and Veteran Business Enterprises (VBE) are encouraged to respond to this solicitation. If you haven't verified as an SDB or VBE within Pennsylvania, you may miss out on contracting opportunities designed to increase the Commonwealth's spending with SDBs and VBEs. These opportunities will be available for goods, services, information technology services and products, as well as design, engineering and construction contracts.

To review SDB and VBE program eligibility and for more information on seeking certification, please visit www.dgs.pa.gov and follow the links to "Small Diverse Business Program" or "Small Business Contracting Program" located under the "Businesses" heading. Direct customer assistance is also available from staff within the Bureau of Diversity, Inclusion, and Small Business Opportunities by calling 717-783-3119 or via email at gs-bdisbo@pa.gov.

**REQUEST FOR PROPOSALS FOR
BACKGROUND SCREENING SERVICES 2025-1**

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CALENDAR OF EVENTS

The Commonwealth will make every effort to adhere to the following schedule:

Activity	Responsibility	Date
Pre-proposal Conference Call	Potential Offerors, SME, Legal Counsel, Issuing Officer and BDISBO	07/02/2025 at 10a.m.
Deadline to submit Questions via email to: RA-RFPQuestions@pa.gov	Potential Offerors	07/18/2025
Answers to Potential Offeror questions posted to the PGCB website at www.gamingcontrolboard.pa.gov and to DGS website at http://www.emarketplace.state.pa.us/Search.aspx no later than this date.	Issuing Office	07/25/2025
Please monitor websites for all communications regarding the RFP.	Potential Offerors	
Proposals must be received by the Issuing Office at the secure FTP link and credentials provided by the Issuing Officer.	Offerors	08/29/2025

PART I

GENERAL INFORMATION

- I-1. Purpose.** This request for proposals (RFP) provides to those interested in submitting proposals for the subject procurement (“Offerors”) sufficient information to enable them to prepare and submit proposals for the **Pennsylvania Gaming Control Board’s** consideration to satisfy a need **for Background Screening Services** (“Project”). This RFP contains instructions governing the requested proposals, including the requirements for the information and material to be included; a description of the service to be provided; requirements which Offerors must meet to be eligible for consideration; general evaluation criteria; and other requirements specific to this RFP.
- I-2. Issuing Office.** The **Pennsylvania Gaming Control Board (“PGCB”)** Issuing Office has issued this RFP. The sole point of contact in the PGCB for this RFP shall be **Amanda Peters**, the Issuing Officer for this RFP. Please refer all inquiries to the Issuing Officer @ RA-RFPQuestions@pa.gov
- I-3. Overview of Project.** The PGCB is responsible for ensuring the integrity of the Commonwealth’s gaming industry through background and suitability investigations of gaming operators and the individuals and entities associated with casinos in Pennsylvania. The PGCB is also responsible for ongoing evaluation and suitability determinations of all licensed individuals and entities engaged in license renewals.
- In fiscal year 2019/2020, the Bureau of Investigations and Enforcement (“BIE”) investigated over 1200 companies, principals, keys and gaming level two employees related to casino, sports wagering, iGaming, VGT and Fantasy operators, manufacturers, and suppliers; over 6,200 gaming and non-gaming employees; and over 630 companies and individuals associated with certified and registered Gaming Service Providers. Additional detail is provided in **Part III** of this RFP.
- I-4. Objectives.**
- A. General.** The PGCB is seeking an offeror that provides background screening services.
- B. Specific.** The offeror must provide background screening services, report the results, and invoice electronically via XML. See technical submittal within **Part III**.
- I-5. Type of Contract.** It is proposed that if the Issuing Office enters into a contract as a result of this RFP, it will be a **fixed price** contract containing the Contract Terms and Conditions as shown in **Part VI**. The Issuing Office, in its sole discretion, may undertake negotiations with Offerors whose proposals, in the judgment of the Issuing Office, show them to be qualified, responsible and capable of performing the Project.
- I-6. Rejection of Proposals.** The Issuing Office reserves the right, in its sole and complete discretion, to reject any proposal received as a result of this RFP.

- I-7. **Incurring Costs.** The Issuing Office is not liable for any costs the Offeror incurs in preparation and submission of its proposal, in participating in the RFP process or in anticipation of award of the contract.
- I-8. **Pre-proposal Conference.** There will be a Pre-proposal conference for this RFP which will be held on 07/02/25 at 10a.m . Offerors will attend the pre-proposal conference via Skype call by calling 1-267-332-8737 and using pin 199004766#. If there are any questions, please forward them to the Issuing Officer in accordance with **Section I-9.**
- I-9. **Questions & Answers.** If an Offeror has any questions regarding this RFP, the Offeror must submit the questions by email (**with the subject line “RFP 2025-1 Question”**) to the Issuing Officer named in **Part I, Section I-2** of the RFP. If the Offeror has questions, they must be submitted via email **no later than** the date indicated on the Calendar of Events. The Issuing Officer shall post the answers to the questions on the PGCB website as well as eMarketplace by the date stated on the Calendar of Events. An Offeror who submits a question *after* the deadline date for receipt of questions indicated on the Calendar of Events assumes the risk that its proposal will not be responsive or competitive because the PGCB is not able to respond before the proposal receipt date or in sufficient time for the Offeror to prepare a response or competitive proposal. When submitted after the deadline date for receipt of questions indicated in the Calendar of Events, the Issuing Officer *may* respond to questions of an administrative nature by directing the questioning Offeror to specific provisions in the RFP. To the extent that the Issuing Office decides to respond to a non-administrative question *after* the deadline date for receipt of questions indicated on the Calendar of Events, the answer must be provided to all Offerors through an addendum.
- I-10. **Addenda to the RFP.** If the Issuing Office deems it necessary to revise any part of this RFP before the proposal response date, the Issuing Office will post an addendum to the PGCB website at <http://gamingcontrolboard.pa.gov/> and DGS eMarketplace at <http://www.emarketplace.state.pa.us/Search.aspx>. It is the Offeror’s responsibility to periodically check eMarketplace and PGCB’s website for any new information or addenda to the RFP. Answers to the questions asked during the Questions & Answers period will be posted to eMarketplace as well as the PGCB website as an addenda to the RFP.
- I-11. **Response Date.** To be considered for selection, electronic proposal submissions as described in **Part I, Section I-9** must arrive at the Issuing Office on or before the time and date specified in the RFP Calendar of Events. The Issuing Office will **reject** any late proposals.
- I-12. **Proposal Requirements.**
- A. Proposal Submission:** To be considered, Offerors should submit a complete response to this RFP to the Issuing Office, using the format provided in **Section I-12B**, providing a single electronic proposal with separate files **for the Technical Submittal; the Cost Submittal; the Small Diverse Business (SDB) Participation Submittal (which must include either the SDB Utilization Schedule, the Good Faith Efforts Documentation to Support Waiver Request, or both) and the Veteran Business**

Enterprise (VBE) Participation Submittal (which must include either the VBE Utilization Schedule, the Good Faith Efforts Documentation to Support Waiver Request, or both).

To submit a proposal for the RFP, Offerors must email the Issuing Officer, Amanda Peters, at RA-RFPQuestions@pa.gov. In the email, the Offeror will state interest of submitting a proposal for the RFP. The proposal must be submitted electronically. The Issuing Officer will provide a secure link and credentials to the Offeror and that must be used to submit the proposal. Once the electronic proposal is received, the Officer will send a confirmation email indicating such.

The Offeror shall make no other distribution of its proposal to any other Offeror or Commonwealth official or Commonwealth consultant. Each proposal page should be numbered for ease of reference. An official authorized to bind the Offeror to its provisions must sign the proposal. If the official signs the **Proposal Cover Sheet (Appendix A** to this RFP) and the Proposal Cover Sheet is scanned and provided in a PDF version in the Offeror's electronically submitted proposal, the requirement will be met. For this RFP, the proposal must remain valid for **120** days or until a contract is fully executed. If the Issuing Office selects the Offeror's proposal for award, the contents of the selected Offeror's proposal will become, except to the extent the contents are changed through Best and Final Offers or negotiations, contractual obligations.

Each Offeror submitting a proposal specifically waives any right to withdraw or modify it, except that the Offeror may withdraw their proposal by email at RA-RFPQuestions@pa.gov. An Offeror may modify its submitted proposal prior to the exact hour and date set for proposal receipt only by contacting the Issuing Officer in a timely manner requesting to submit a "Revised Proposal" which complies with the RFP requirements.

B. Proposal Format: Offerors must submit their proposals in the format, including heading descriptions, outlined below. To be considered, the proposal must respond to all proposal requirements. Offerors should provide any other information thought to be relevant, but not applicable to the enumerated categories, as an appendix to the Proposal. All cost data relating to this proposal and all Small Diverse Business and Veteran Business Enterprise cost data should be kept separate from and not included in the Technical Submittal. Offerors should not reiterate technical information in the cost submittal. Each electronic proposal shall consist of the following **four** separate electronic files:

1. Technical Submittal, in response to **Part III**:
 - a. Complete, sign and include **Appendix B – Domestic Workforce Utilization Certification**; and
 - b. Complete, sign and include **Appendix C, Iran Free Procurement Certification Form**.

2. Cost Submittal, in response to RFP **Part IV**;
3. SDB Participation Submittal (which must include the SDB Utilization Schedule, the Good Faith Efforts Documentation to Support Waiver Request, or both), in response to RFP **Part V**; and
4. VBE Participation Submittal (which must include the VBE Utilization Schedule, the Good Faith Efforts Documentation to Support Waiver Request, or both), in response to RFP **Part V**.

The Issuing Office reserves the right to request additional information which, in the Issuing Office's opinion, is necessary to assure that the Offeror's competence, number of qualified employees, business organization, and financial resources are adequate to perform according to the RFP.

The Issuing Office may make investigations as deemed necessary to determine the ability of the Offeror to perform the Project, and the Offeror shall furnish to the Issuing Office all requested information and data. The Issuing Office reserves the right to reject any proposal if the evidence submitted by, or investigation of, such Offeror fails to satisfy the Issuing Office that such Offeror is properly qualified to carry out the obligations of the RFP and to complete the Project as specified.

- I-13. **Economy of Preparation.** Offerors should prepare proposals simply and economically, providing a straightforward, concise description of the Offeror's ability to meet the requirements of the RFP.
- I-14. **Alternate Proposals.** The Issuing Office has identified the basic approach to meeting its requirements, allowing Offerors to be creative and propose their best solution to meeting these requirements. The Issuing Office will not accept alternate proposals.
- I-15. **Discussions for Clarification.** Offerors may be required to make an oral or written clarification of their proposals to the Issuing Office to ensure thorough mutual understanding and responsiveness to the solicitation requirements. The Issuing Office will initiate requests for clarification. Clarifications may occur at any stage of the evaluation and selection process prior to contract execution.
- I-16. **Oral Presentations.** The PGCB, at its sole discretion may require oral presentations from Offeror(s).
- I-17. **Prime Contractor Responsibilities.** The selected Offeror must perform the largest percentage of work as compared to its subcontractors and suppliers. Nevertheless, the contract will require the selected Offeror to assume responsibility for all services offered in its proposal whether it produces them itself or by subcontract. Further, the Issuing Office will consider the selected Offeror to be the sole point of contact with regard to all contractual matters.

I-18. Proposal Contents.

- A. Confidential Information.** The PGCB is not requesting, and does not require, confidential proprietary information or trade secrets to be included as part of Offerors' submissions in order to evaluate proposals submitted in response to this RFP. Accordingly, except as provided herein, Offerors should not label proposal submissions as confidential or proprietary or trade secret protected. Any Offeror who determines that it must divulge such information as part of its proposal must submit the signed written statement described in subsection C below and must additionally provide a redacted version of its proposal, which removes only the confidential proprietary information and trade secrets, for required public disclosure purposes.
- B. PGCB Use.** All material submitted with the proposal shall be considered the property of the Pennsylvania Gaming Control Board and may be returned only at the Issuing Office's option. The PGCB has the right to use any or all ideas not protected by intellectual property rights that are presented in any proposal regardless of whether the proposal becomes part of a contract. Notwithstanding any Offeror copyright designations contained in proposals, the PGCB shall have the right to make copies and distribute proposals internally and to comply with public record or other disclosure requirements under the provisions of any Commonwealth or United States statute or regulation, or rule or order of any court of competent jurisdiction.
- C. Public Disclosure.** After the award of a contract pursuant to this RFP, all proposal submissions are subject to disclosure in response to a request for public records made under the Pennsylvania Right-to-Know-Law, 65 P.S. § 67.101, et seq. If a proposal submission contains confidential proprietary information or trade secrets, a signed written statement to this effect must be provided with the submission in accordance with 65 P.S. § 67.707(b) for the information to be considered exempt under 65 P.S. § 67.708(b)(11) from public records requests. Refer to **Appendix D** of the RFP for a **Trade Secret Confidential Proprietary Information Notice Form** that may be utilized as the signed written statement, if applicable. If financial capability information is submitted in response to Part III of this RFP, such financial capability information is exempt from public records disclosure under 65 P.S. § 67.708(b)(26).

I-19. Best and Final Offers (BAFO).

- A.** While not required, the Issuing Office reserves the right to conduct discussions with Offerors for the purpose of obtaining "best and final offers." To obtain best and final offers from Offerors, the Issuing Office may do one or more of the following, in any combination and order:

 - 1. Schedule oral presentations;
 - 2. Request revised proposals;

3. Conduct an online auction; and
 4. Enter into pre-selection negotiations.
- B.** The following Offerors will **not** be invited by the Issuing Office to submit a Best and Final Offer:
1. Those Offerors which the Issuing Office has determined to be not responsible or whose proposals the Issuing Office has determined to be not responsive.
 2. Those Offerors which the Issuing Office has determined in accordance with **Part II, Section II-5** from the submitted and gathered financial and other information, do not possess the financial capability, experience or qualifications to assure good faith performance of the contract.
 3. Those Offerors whose score for their technical submittal of the proposal is less than 75% of the total amount of technical points allotted to the technical criterion.

The Issuing Office may further limit participation in the best and final offers process to those remaining responsible offerors which the Issuing Office has, within its discretion, determined to be within the top competitive range of responsive proposals.

- C.** The Evaluation Criteria found in **Part II, Section II-4**, shall also be used to evaluate the Best and Final offers.
- D.** Price reductions offered through any online auction shall have no effect upon the Offeror's Technical Submittal.
- I-20. News Releases.** Offerors shall not issue news releases, Internet postings, advertisements or any other public communications pertaining to this Project without prior written approval of the Issuing Office, and then only in coordination with the Issuing Office.
- I-21. Restriction of Contact.** From the issue date of this RFP until the Issuing Office selects a proposal for award, the Issuing Officer is the sole point of contact concerning this RFP. Any violation of this condition may be cause for the Issuing Office to reject the offending Offeror's proposal. If the Issuing Office later discovers that the Offeror has engaged in any violations of this condition, the Issuing Office may reject the offending Offeror's proposal or rescind its contract award. Offerors must agree not to distribute any part of their proposals beyond the Issuing Office. An Offeror who shares information contained in its proposal with other PGCB personnel and/or competing Offeror personnel may be disqualified.
- I-22. Issuing Office Participation.** Offerors shall provide all services, supplies, facilities, and other support necessary to complete the identified work, except as otherwise provided in this **Part I, Section I-21**. The PGCB shall provide staff from the Office of Information Technology for the testing and support of the automated interface described herein. For staff that will be ordering and interpreting results of the background screening services, the PGCB shall make them available for training. It is preferred that such training is either

web-based or presented at the three PGCB Regional Offices and the PGCB Harrisburg Office.

I-23. Term of Contract. The term of the contract will commence on the Effective Date and will end after two (2) years, with three (3) one (1) year renewal options. The Issuing Office will fix the Effective Date after the contract has been fully executed by the selected Offeror and by the PGCB and all approvals required by Commonwealth contracting procedures have been obtained. The selected Offeror shall not start the performance of any work prior to the Effective Date of the contract and the PGCB shall not be liable to pay the selected Offeror for any service or work performed or expenses incurred before the Effective Date of the contract.

I-24. Offeror's Representations and Authorizations. By submitting its proposal, each Offeror understands, represents, and acknowledges that:

- A. All of the Offeror's information and representations in the proposal are material and important, and the Issuing Office may rely upon the contents of the proposal in awarding the contract(s). The PGCB shall treat any misstatement, omission or misrepresentation as fraudulent concealment of the true facts relating to the Proposal submission, punishable pursuant to 18 Pa. C.S. § 4904.
- B. The Offeror has arrived at the price(s) and amounts in its proposal independently and without consultation, communication, or agreement with any other Offeror or potential offeror.
- C. The Offeror has not disclosed the price(s), the amount of the proposal, nor the approximate price(s) or amount(s) of its proposal to any other firm or person who is an Offeror or potential offeror for this RFP, and the Offeror shall not disclose any of these items on or before the proposal submission deadline specified in the Calendar of Events of this RFP.
- D. The Offeror has not attempted, nor will it attempt, to induce any firm or person to refrain from submitting a proposal on this contract, or to submit a proposal higher than this proposal, or to submit any intentionally high or noncompetitive proposal or other form of complementary proposal.
- E. The Offeror makes its proposal in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive proposal.
- F. To the best knowledge of the person signing the proposal for the Offeror, the Offeror, its affiliates, subsidiaries, officers, directors, and employees are not currently under investigation by any governmental agency and have not in the last **four** years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding or proposing on any public contract, except as the Offeror has disclosed in its proposal.

- G. To the best of the knowledge of the person signing the proposal for the Offeror and except as the Offeror has otherwise disclosed in its proposal, the Offeror has no outstanding, delinquent obligations to the Commonwealth including, but not limited to, any state tax liability not being contested on appeal or other obligation of the Offeror that is owed to the Commonwealth.
- H. The Offeror is not currently under suspension or debarment by the Commonwealth, any other state or the federal government, and if the Offeror cannot so certify, then it shall submit along with its proposal a written explanation of why it cannot make such certification.
- I. The Offeror has not made, under separate contract with the Issuing Office, any recommendations to the Issuing Office concerning the need for the services described in its proposal or the specifications for the services described in the proposal.
- J. Each Offeror, by submitting its proposal, authorizes Commonwealth agencies to release to the Commonwealth information concerning the Offeror's Pennsylvania taxes, unemployment compensation and workers' compensation liabilities.
- K. Until the selected Offeror receives a fully executed and approved written contract from the Issuing Office, there is no legal and valid contract, in law or in equity, and the Offeror shall not begin to perform.
- L. The Offeror is not currently engaged and will not during the duration of the contract engage, in a boycott of a person or an entity based in or doing business with a jurisdiction which the Commonwealth is not prohibited by Congressional statute from engaging in trade or commerce.

I-25. Notification of Selection.

- A. **Contract Negotiations.** The Issuing Office will notify all Offerors in writing of the Offeror selected for contract negotiations after the Issuing Office has determined, taking into consideration all of the evaluation factors, the proposal that is the most advantageous to the Issuing Office.
- B. **Award.** Offerors whose proposals are not selected will be notified when contract negotiations have been successfully completed and the Issuing Office has received the final negotiated contract signed by the selected Offeror.

I-26. Debriefing Conferences. Upon notification of award, Offerors whose proposals were not selected will be given the opportunity to be debriefed. The Issuing Office will schedule the debriefing at a mutually agreeable time. The debriefing will not compare the Offeror with other Offerors, other than the position of the Offeror's proposal in relation to all other Offeror proposals. An Offeror's exercise of the opportunity to be debriefed does not constitute nor toll the time for filing a protest (See **Section I-27** of this RFP).

- I-27. RFP Protest Procedure.** The RFP Protest Procedure is on the DGS website at <http://www.dgs.pa.gov/Documents/Procurement%20Forms/Handbook/Pt1/Pt%20I%20Ch%2058%20Bid%20Protests.pdf>. A protest by a party that has not or has not yet submitted a proposal must be filed no later than the proposal submission deadline specified in the Calendar of Events of the RFP. Offerors may file a protest within **seven** days after the protesting Offeror knew or should have known of the facts giving rise to the protest, but in no event may an Offeror file a protest later than **seven** days after the date the notice of award of the contract is posted on the DGS website. The date of filing is the date of receipt of the protest. A protest must be filed in writing with the Issuing Office. To be timely, the protest must be received by 4:00 p.m. on the seventh day.
- I-28. Use of Electronic Versions of this RFP.** This RFP is being made available by electronic means. If an Offeror electronically accepts the RFP, the Offeror acknowledges and accepts full responsibility to ensure that no changes are made to the RFP. In the event of a conflict between a version of the RFP in the Offeror's possession and the Issuing Office's version of the RFP, the Issuing Office's version shall govern.
- I-29. Information Technology Policies.**

This RFP is subject to the Information Technology Policies (ITPs) issued by the Office of Administration, Office for Information Technology (OA-OIT). ITPs may be found at <http://www.oa.pa.gov/Policies/Pages/itp.aspx>.

All proposals must be submitted on the basis that all ITPs are applicable to this procurement. It is the responsibility of the Offeror to read and be familiar with the ITPs. Notwithstanding the foregoing, if the Offeror believes that any ITP is not applicable to this procurement, it must list all such ITPs in its technical response and explain why it believes the ITP is not applicable. The Issuing Office may, in its sole discretion, accept or reject any request that an ITP not be considered to be applicable to the procurement. The Offeror's failure to list an ITP will result in its waiving its right to do so later, unless the Issuing Office, in its sole discretion, determines that it would be in the best interest of the PGCB to waive the pertinent ITP.

PART II

CRITERIA FOR SELECTION

- II-1. Mandatory Responsiveness Requirements.** To be eligible for selection, a proposal must:
- A.** Be timely received from an Offeror (see **Part I, Section I-11**); and
 - B.** Be properly signed by the Offeror (see **Part I, Section I-12A**); and
 - C.** Contain an SDB Participation Submittal and additional required documentation, all completed in accordance with Part V and the Instructions for Completing the SDB Participation Submittal and Utilization Schedule; and
 - D.** Contain an VBE Participation Submittal and additional required documentation, all completed in accordance with Part V and the Instructions for Completing the VBE Participation Submittal and Utilization Schedule.
- II-2. Technical Nonconforming Proposals.** The two (2) Mandatory Responsiveness Requirements set forth in **Section II-1** above (A-B) are the only RFP requirements that the PGCB will consider to be *non-waivable*. The Issuing Office reserves the right, in its sole discretion, to (1) waive any other technical or immaterial nonconformities in an Offeror's proposal, (2) allow the Offeror to cure the nonconformity, or (3) consider the nonconformity in the scoring of the Offeror's proposal.
- II-3. Evaluation.** The Issuing Office has selected a committee of qualified personnel to review and evaluate timely submitted proposals. Independent of the committee, BDISBO will evaluate the Small Diverse Business and Small Business Participation Submittal and provide the Issuing Office with a decision of responsiveness for this component of the proposal. The Issuing Office will notify in writing of its selection for negotiation, the responsible Offeror whose proposal is determined to be the most advantageous to the PGCB, as determined by the Issuing Office after taking into consideration all of the evaluation factors.
- II-4. Evaluation Criteria.** The following criteria will be used in evaluating each proposal:
- A. Technical:** The Issuing Office has established the weight for the Technical criterion for this RFP as **60%** (600) of the total points. Evaluation will be based upon the following:
 - Soundness of Approach
 - Technical Solution
 - Experience and Qualifications
- The final Technical scores are determined by giving the maximum number of technical points available to the proposal(s) with the highest raw technical score. The remaining proposals are rated by applying the Technical Scoring Formula set forth at the following webpage:

<http://www.dgs.pa.gov/Businesses/Materials%20and%20Services%20Procurement/Procurement-Resources/Pages/default.aspx>.

- B. Cost:** The Issuing Office has established the weight for the Cost criterion for this RFP as **40%** (400) of the total points. The cost criterion is rated by giving the proposal with the lowest total cost the maximum number of Cost points available. The remaining proposals are rated by applying the Cost Formula set forth at the following webpage: <http://www.dgs.pa.gov/Businesses/Materials%20and%20Services%20Procurement/Procurement-Resources/Pages/default.aspx>.
- C. Domestic Workforce Utilization:** Any points received for the Domestic Workforce Utilization criterion are bonus points in addition to the total points for this RFP. The maximum amount of bonus points available for this criterion is 3% of the total points for this RFP.

To the extent permitted by the laws and treaties of the United States, each proposal will be scored for its commitment to use domestic workforce in the fulfillment of the contract. Maximum consideration will be given to those Offerors who will perform the contracted direct labor exclusively within the geographical boundaries of the United States or within the geographical boundaries of a country that is a party to the World Trade Organization Government Procurement Agreement. Those who propose to perform a portion of the direct labor outside of the United States and not within the geographical boundaries of a party to the World Trade Organization Government Procurement Agreement will receive a correspondingly smaller score for this criterion. See the following webpage for the Domestic Workforce Utilization Formula:

http://www.dgs.pa.gov/Businesses/Materials%20and%20Services%20Procurement/Procurement-Resources/Pages/RFP_SCORING_FORMULA.aspx

- D. Iran Free Procurement Certification and Disclosure.** Prior to entering a contract worth at least \$1,000,000 or more with a Commonwealth entity, an offeror must: a) certify it is not on the current list of persons engaged in investment activities in Iran created by the Pennsylvania Department of General Services ("DGS") pursuant to Section 3503 of the Procurement Code and is eligible to contract with the Commonwealth under Sections 3501-3506 of the Procurement Code; or b) demonstrate it has received an exception from the certification requirement for that solicitation or contract pursuant to Section 3503(e). All offerors must complete and return the Iran Free Procurement Certification form, (**Appendix C, Iran Free Procurement Certification Form**), which is attached hereto and made part of this RFP. The completed and signed Iran Free Procurement Certification form must be submitted as part of the Technical Submittal.

See the following web page for current Iran Free Procurement list:

<http://www.dgs.pa.gov/businesses/materials%20and%20services%20procurement/procurement-resources/pages/default.aspx#.WDNfJJgo6Ht>

II-5. Offeror Responsibility. To be responsible, an Offeror must submit a responsive proposal and possess the capability to fully perform the contract requirements in all respects and the integrity and reliability to assure good faith performance of the contract.

In order for an Offeror to be considered responsible for this RFP and therefore eligible for selection for best and final offers or selection for contract negotiations:

- A.** The total score for the technical submittal of the Offeror's proposal must be greater than or equal to 75% (450 pts) of the **available technical points**; and
- B.** The Offeror's financial information must demonstrate that the Offeror possesses the financial capability to assure good faith performance of the contract. The Issuing Office will review the Offeror's previous three financial statements, any additional information received from the Offeror, and any other publicly-available financial information concerning the Offeror, and assess each Offeror's financial capacity based on calculating and analyzing various financial ratios, and comparison with industry standards and trends.

An Offeror who fails to demonstrate sufficient financial capability to assure good faith performance of the contract as specified herein may be considered by the Issuing Office, in its sole discretion, for Best and Final Offers or contract negotiation contingent upon such Offeror providing contract performance security for the first contract year cost proposed by the Offeror in a form acceptable to the Issuing Office. Based on the financial condition of the Offeror, the Issuing Office may require a certified or bank (cashier's) check, letter of credit, or a performance bond conditioned upon the faithful performance of the contract by the Offeror. The required performance security must be issued or executed by a bank or surety company authorized to do business in the Commonwealth. The cost of the required performance security will be the sole responsibility of the Offeror and cannot increase the Offeror's cost proposal or the contract cost to the Commonwealth.

Further, the Issuing Office will award a contract only to an Offeror determined to be responsible in accordance with the most current version of Commonwealth Management Directive 215.9, Contractor Responsibility Program.

II-6. Final Ranking and Award.

- A.** After any best and final offer process conducted, the Issuing Office will combine the evaluation committee's final technical scores, the final cost scores, and (when applicable) the domestic workforce utilization scores, in accordance with the relative weights assigned to these areas as set forth in this Part.
- B.** The Issuing Office will rank responsible offerors according to the total overall score assigned to each, in descending order.
- C.** The Issuing Office must select for contract negotiations the offeror with the highest overall score.

- D.** The Issuing Office has the discretion to reject all proposals or cancel the request for proposals at any time prior to the time a contract is fully executed when it is in the best interests of the PGCB. The reasons for the rejection or cancellation shall be made part of the contract file.

PART III
TECHNICAL SUBMITTAL

III-1. Requirements

A. Technical Requirements.

The PGCB requires that ordering of background screening services, the results reported, and invoicing all be electronically processed using an XML file format. Processing this information through an XML file should be available utilizing the following method;

1. Web Service Interface

The PGCB system will make calls to the service providers web services to order. Each request to the service will be for a single person or entity but may encompass multiple screening services. An order that cannot be successfully processed will receive an immediate response from the web service that contains details of the rejection.

The web service will include a method that will allow PCB to query the status of each background check in real-time as well as a method to return all completed or pending data for the applicant based on a PGCB provided reference number.

The web service will include a method that will allow PGCB to retrieve a finalized pdf report containing the results of all ordered screening services when a package is completed.

The web service will include a method that allows PGCB to contest the closing of a case. This method will be utilized if PGCB does not receive the minimum results expected from a requested screening service or package. These requests should be marked accordingly and should not appear on any invoices or billing statements until the results have been reviewed and all expected data returned to the PGCB.

The web service will provide a method of cancelling a background screening; no additional checks or costs should be accrued if a screening is cancelled in this manner.

The web service should provide methods to retrieve data for reporting purposes of number of background checks submitted, the number of pending background checks and completed background checks within a provided date range and by type.

a. Ordering Background Screening Services.

PGCB staff will place orders for background screening services electronically using an existing PGCB system. This ordering process includes the initial order for screening services and orders to re-run previously ordered screening services. Orders placed within 7 days for the same reference number\package number should be considered a duplicate and not processed unless a specifically requested by PGCB.

The automated interface shall be an XML file in the format described in Appendix J, Background Screening Services Order Interface File Specifications, attached herein. A confirmation shall be provided to the PGCB indicating that the background screening service has been ordered successfully. If the request was not successful, the PGCB shall be notified with the data that requires corrections. The PGCB shall have the ability to resubmit the requested background screening once the data has been corrected.

When requesting screening services, the order processing shall require the following PGCB data fields:

- Gaming ID
- Application ID
- Date ordered
- Specific screening services requested
- PGCB staff user ID that placed the order

Immediate feedback is needed to provide the PGCB staff the ability to correct the data when submitting the requested background screening. Results from online screening requests must be available electronically as described below in section III-1 b., Results Reporting.

The PGCB shall have the ability to cancel a case that is in process for situations when an applicant withdraws. All background work shall be terminated, and no additional charges incurred. Cancellation of background screening shall be handled through the same process to order services using the online or automated interfaces.

Explain the process for requesting more information from the PGCB when further information/documentation is needed to complete all or part of a background request.

b. Results Reporting.

Results of the background screening services shall be forwarded electronically to the PGCB in a secure XML file in the format described in Appendix K, Background Screening Services Results Interface File Specifications, attached herein.

Any immediate and all interim results shall be provided to the PGCB prior to the availability of the final results. If the results of one or more checks take longer to complete, such as an employment check, they should be made available to the PGCB in real-time as they are received by the screening service provider. Those updates would indicate that this case has not been closed with final results but shall identify all other items in the case that have been completed and results have been returned. Upon completion of the case (as defined in section **III-1 Section A. Technical Requirements**) will provide a completed report in pdf format as part of the XML file. This will be used for archival purposes. A copy of a sample report needs to be submitted as part of the proposal.

These results shall include, but are not limited to:

- Background screening services group ID
- Name of individual or entity being screened
- Unique Gaming ID and Application ID number as provided by PGCB
- Tax ID number (EIN or Social Security Number)
- For individuals, date of birth
- Date background screening service ordered
- Date background screening service request completed
- Name of requesting PGCB personnel
- Summary results
- Specific results for each screening service ordered

Once the screening service provider has implemented a web service to handle requests (as defined in Section **III-1. Technical Requirements, III-1**), the PGCB should have the ability to query the service for information regarding an existing case by our unique identifier, the Gaming ID and the Application ID. These web service calls should return real-time information regarding the provided case. Proposals should provide details on how this process shall work, as well as any development that may be required by the PGCB.

When a case is closed and additional information is received, explain the process of transmitting the supplemental information in real time to the PGCB.

III-2. Data Security.

The PGCB considers all data transmitted to and from the background screening service provider to be confidential. Such information shall be encrypted during transmission between the PGCB and the selected provider. At a minimum, the interfaces shall use a 256-bit encryption for all inbound and outbound file transfers.

Proposals shall describe in detail the approach to secure data transmitted to and from the PGCB to protect the confidential information. The proposals should also include the confidentiality provisions that govern their employees that will work with the PGCB background screening requests.

III-3. Billing and Invoicing Requirements.

Itemized billing invoices and summary billing invoices are required, and each charge must be accompanied by the following information in the itemized billing invoice:

- Screening service provided
- Unique Gaming ID number and Application ID number as provided by PGCB
- Name and SSN/EIN of individual/entity being screened
- Date background screening service ordered
- Date background screening service request completed
- Name of requesting PGCB personnel
- Fee for the screening service

The summary invoice must be itemized by expense category and include quantity, unit price, line total and grand total. Invoices must also identify vendor name and address, FEIN and purchase order number. Each item on the summary invoice must exactly match the purchase order issued by the PGCB.

The PGCB should be invoiced monthly for completed cases only. Items that are in contention will not be included on either invoice. The PGCB should receive both an itemized invoice and a summary invoice. A summary invoice shall also be sent directly to the Comptroller's Office at the following address:

RA-OB69180@pa.gov for **Electronic submission**

Or the address below for paper submission:

Commonwealth of Pennsylvania – PO invoice
65GCB
PO Box 69180
Harrisburg, PA 17106

Invoice data must also be submitted electronically in a secured XML file as specified in Appendix L, Background Screening Services Invoicing Interface File Specifications, attached herein. This electronic file shall be provided to the PGCB within forty-eight hours from the time the paper invoices have been prepared as described above. Any amended invoices or interim invoices shall also be provided in this same electronic format. Proposals shall include a description how your company will secure these files during transmission to the PGCB.

III-4. Statement of the Project. State in succinct terms your understanding of the project presented, or the service required by this RFP.

III-5. Qualifications.

A. Company Overview.

B. Prior Experience. Include experience in background screening services. Experience shown should be work done by individuals who will be assigned to this project as well as that of your company. Work referred to must be identified and the name of the customer shown, including the name, address, and telephone number of the responsible official of the customer, company, or agency who may be contacted.

C. Personnel. Include the number of executive and professional personnel, analysts, auditors, researchers, programmers, consultants, etc., who will be engaged in the work. Show where these personnel will be physically located during the time they are engaged in the Project. For key personnel, include the employee's name and, through a resume or similar document, the key person(s) education and experience in background searches. Indicate the responsibilities each individual named will have in this Project and how long each has been with your company.

D. Subcontractors: Provide a subcontracting plan for all subcontractors, including Small Diverse Business and Veteran Business Enterprise subcontractors, who will be assigned to the Project. The selected Offeror is prohibited from subcontracting or outsourcing any part of this Project without the express written approval from the PGCB. Upon award of the contract resulting from this RFP, subcontractors included in the proposal submission are deemed approved. For each position included in your subcontracting plan provide:

1. Name of subcontractor;
2. Address of subcontractor;
3. Number of years worked with the subcontractor;
4. Number of employees by job category to work on this project;
5. Description of services to be performed;
6. What percentage of time the staff will be dedicated to this project;
7. Geographical location of staff; and

8. Resumes (if appropriate and available).

The Offeror's subcontractor information shall include (through a resume or a similar document) the employees' names, education and experience in the services outlined in this RFP. Information provided shall also indicate the responsibilities each individual will have in this Project and how long each has been with subcontractor's company.

III-6. Training. If appropriate, indicate recommended training of PGCB personnel. Include the PGCB personnel to be trained, the number to be trained, duration of the program, place of training, curricula, training materials to be used, number and frequency of sessions, and number and level of instructors.

III-7. Financial Capability.

If the Offerors company is a publicly traded company, please provide a link to financial records on your company website in lieu of providing hardcopies. The PGCB reserves the right to request additional information it deems necessary to evaluate an Offeror's financial capability.

III-8. Work Plan.

The Board requires the ability to obtain both domestic and international searches for individuals and entities. Please provide the following in the cost submittal, keeping in mind any search specifics identified

A. Domestic Searches:

1. Consumer Credit Reports

- Credit report from one of the three major credit bureaus.
- 4-hour response time.

2. Business Credit Reports

- Business Credit report from one of the three major credit bureaus - public record checks, UCC's, OFAC, EDGAR Financials, Fraud Flags, Dunn & Bradstreet, etc.
- 24-hour response time.

3. Employment Checks

- Includes access to the work number for verification.
- Name, last title held, dates employed, and rehire eligibility.
- Five-year history.
- 3 Attempts.
- 72-hour response time.

4. SSN# Validation/Verification

5. Education

6. County Criminal Check

B. International

The Board requires the ability to do international searches throughout the world. The Board presently has the capability of doing foreign searches **in at least 220 countries** and wishes to continue having the broadest possible access to international information as applicants for licensure come from a large variety of foreign countries.

International orders can be placed for both individuals and businesses/entities and fall into the following 4 categories (with the given search parameters where noted). Please provide costs in the cost submittal (Appendix E)* based upon these parameters for each of the five (5) countries provided below:

1. Credit (Individual)
 - Country selected by the PGCB
2. Credit (Entity)
 - As much of the following as possible: bankruptcies, liens, judgments, Dunn & Bradstreet Report, Employer ID# verification and validation
 - Country selected by the PGCB
3. Criminal (Individual)
 - 5 years with country selected by the PGCB
4. Criminal (Entity)
 - 5 years with country selected by the PGCB

Additional Contract Requirements

- There shall be no direct contact between the contractor and the subject of the investigation. Any requests for additional information about/from the subject of the investigation, shall be made to appropriate PGCB staff.
- One-hour response time to phone calls/emails during normal work hours M-F 8a – 5pm.
- Provide one dedicated email address exclusively for the PGCB to utilize and one point of contact (client rep) along with their phone number.

Responses Needed as Part of Technical Submission:

- A. Provide a list of all countries where you can obtain and provide information that falls into at least one of the 4 categories, above, and which of the 4 categories of information is available for each country listed (i.e. – each country listed should have either 1, 2, 3 or 4 categories listed)

- B. Explain pricing for all countries/categories listed. Is there a tiered pricing plan where multiple countries fall into the same price category or will each country and category have its own price?
- C. Explain how billing works when there are multiple “leads” in the criminal category. For example, if one search discovers multiple cases, how is that billed?

Responses Needed as Part of Cost Submittal

- A. Provide prices (under this contract if awarded) for each of the 4 categories, above, relative to each of the following countries:
 - a. United Kingdom
 - b. Belgium
 - c. Ireland
 - d. Canada
 - e. Cayman Islands

III-9. Other Requirements

A. Disaster Recovery Plan.

B. Emergency Preparedness.

To support continuity of operations during an emergency, including a pandemic, the PGCB needs a strategy for maintaining operations for an extended period of time. One part of this strategy is to ensure that essential contracts that provide critical business services to the PGCB have planned for such an emergency and put contingencies in place to provide needed goods and services.

- 1. Describe how you anticipate such a crisis will impact your operations.
- 2. Describe your emergency response continuity of operations plan. Please attach a copy of your plan, or at a minimum, summarize how your plan addresses the following aspects of pandemic preparedness:
 - a. Employee training (describe your organization’s training plan, and how frequently your plan will be shared with employees)
 - b. Identified essential business functions and key employees (within your organization) necessary to carry them out

c. Contingency plans for:

- i. How your organization will handle staffing issues when a portion of key employees are incapacitated due to illness.
 - ii. How employees in your organization will carry out the essential functions if contagion control measures prevent them from coming to the primary workplace.
- d.** How your organization will communicate with staff and suppliers when primary communications systems are overloaded or otherwise fail, including key contacts, chain of communications (including suppliers), etc.
- e.** How and when your emergency plan will be tested, and if the plan will be tested by a third-party.

III-10. Reports and Project Control.

- A. Status Report.** The PGCB requires quarterly progress reports covering activities, problems, IT issues and recommendations. This report should be keyed to the work plan the Offeror developed in its proposal, as amended or approved by the Issuing Office. Please explain how/the format this will be accomplished. Additionally, the offeror shall participate in a quarterly meeting to discuss this report.
- B. Problem Identification Report.** An “as required” report, identifying problem areas. The report should describe the problem and its impact on the overall project and on each affected task. It should list possible courses of action with advantages and disadvantages of each and include Offeror recommendations with supporting rationale. Please explain how/the format this will be presented

III-11. Objections and Additions to Standard Contract Terms and Conditions.

The Offeror will identify which, if any, of the terms and conditions (contained in **Part VI**) it would like to negotiate and what additional terms and conditions the Offeror would like to add to the standard contract terms and conditions. The Offeror’s failure to make a submission under this paragraph will result in its waiving its right to do so later, but the Issuing Office may consider late objections and requests for additions if to do so, in the Issuing Office’s sole discretion, would be in the best interest of the PGCB. The Issuing Office may, in its sole discretion, accept or reject any requested changes to the standard contract terms and conditions. The Offeror shall not request changes to the other provisions of the RFP, nor shall the Offeror request to completely substitute its own terms and conditions for **Part VI**.

Regardless of any objections set out in its proposal, the Offeror must submit its proposal, including the cost proposal, on the basis of the terms and conditions set out in **Part VI**. The Issuing Office will reject any proposal that is conditioned on the negotiation of the terms and conditions set out in **Part VI or to other provisions of the RFP as specifically identified above.**

PART IV

COST SUBMITTAL

- IV-1. Cost Submittal.** The information requested in this **Part IV** shall constitute the Cost Submittal. The Cost Submittal should be submitted electronically in accordance with **Part I, Section I-12A**. The total proposed cost should be broken down into the components set forth in **Appendix E – Cost Submittal Worksheet**. The percentage of commitments to Small Diverse Businesses and Veteran Business Enterprises should not be stated in the Cost Submittal. Offerors should **not** include any assumptions in their cost submittals. If the Offeror includes assumptions in its cost submittal, the Issuing Office may reject the proposal. Offerors should direct in writing to the Issuing Office pursuant to **Part I, Section I-9** of this RFP any questions about whether a cost or other component is included or applies. All Offerors will then have the benefit of the Issuing Office's written answer so that all proposals are submitted on the same basis.

The Issuing Office will reimburse the selected Offeror for work satisfactorily performed after execution of a written contract and the start of the contract term, in accordance with contract requirements, and only after the Issuing Office has issued a notice to proceed.

PART V

SMALL DIVERSE BUSINESS AND VETERAN BUSINESS ENTERPRISE PARTICIPATION INFORMATION

- V-1. SDB and VBE Participation Goals.** The Issuing Office and BDISBO have set an SDB Participation Goal and a VBE Participation Goal for this RFP which are listed on the SDB and VBE Participation Summary Sheet. The SDB and VBE Participation Goals were calculated based upon the market availability of SDBs and VBEs for work scopes identified for this solicitation and an assessment of past performance under the prior contract.

This is a significant programmatic change from the SDB and SB Participation program contained in prior RFPs issued by the Commonwealth. Offerors now must agree to meet the SDB and VBE Participation Goals in full or demonstrate they have made Good Faith Efforts to meet the Goals and obtain an approved waiver.

- V-2. Small Diverse Business (SDB) Participation Submittal, Appendix G.** The SDB Participation Submittal and associated required documentation shall be submitted in accordance with the Instructions for Completing SDB Participation Submittal and SDB Utilization Schedule and shall be submitted electronically in accordance with Part 1, Section I-12A.
- V-3. Veteran Business Enterprise (VBE) Participation Submittal, Appendix H.** The VBE Participation Submittal and associated required documentation shall be submitted in accordance with the Instructions for Completing VBE Participation Submittal and VBE Utilization Schedule and shall be submitted electronically in accordance with Part 1, Section I-12A.

NOTE: Equal employment opportunity and contract compliance statements referring to company equal employment opportunity policies or past contract compliance practices do not constitute proof of SDB or VBE Status or entitle an Offeror to receive credit towards the SDB or VBE participation goals.

V-3. Contract Requirements—SDB and VBE Participation.

- A. SDB and VBE Participation Documents. All documents completed and submitted by the selected Offeror in connection with its SDB Participation Submittal (including the SDB Participation Submittal, SDB Utilization Schedule, and any Good Faith Efforts Documentation to Support Waiver Request of SDB Participation Goal) and its VBE Participation Submittal (including the VBE Participation Submittal, VBE Utilization Schedule, and any Good Faith Efforts Documentation to Support Waiver Request of VBE Participation Goal) shall be considered a part of the Contract and are hereby expressly incorporated into the Contract by reference thereto.
- B. Required contract terms. All contracts containing SDB and/or VBE participation must contain the following contract provisions to be maintained through the initial contract term and any subsequent options or renewals:

1. Each SDB participation commitment and each VBE participation commitment which was credited by BDISBO and the total percentage of the SDB participation commitments and VBE participation commitments made at the time of proposal submittal or contract negotiations, as applicable, become contractual obligations of the selected Offeror upon execution of its contract with the Commonwealth.
2. For purposes of monitoring compliance with the selected Offeror's SDB participation commitments and VBE participation commitments, the contract cost is the total amount paid to the selected Offeror throughout the initial contract term and all renewal option terms.
3. The selected offeror cannot alter its overall SDB or VBE commitments or commitments made to individual SDB or VBE subcontractors without written approval from the Issuing Officer and BDISBO.
4. Both the overall percentage of SDB and VBE commitments, and individual SDB and VBE commitments must be maintained in the event the contract is assigned to another prime contractor.

C. Subcontract requirements.

1. The selected offeror and each SDB listed on the SDB Utilization Schedule or VBE listed on the VBE Utilization Schedule must enter into a final, definitive subcontract agreement signed by the selected offeror and the SDB or VBE within 30 calendar days of the final execution date of the Commonwealth contract. A Model Form of Small Diverse Business/Veteran Business Enterprise Subcontractor Agreement which may be used to satisfy this requirement – is available as **Appendix I**.
2. In addition to any requirements in the offeror's contract documents, the subcontract must contain:
 - a. The specific work, supplies or services the SDB or VBE will perform; location for work performed; how the work, supplies or services relate to the contract; and the specific timeframe during the initial term and any extensions, options and renewals of the prime contract when the work, supplies or services will be provided or performed;
 - b. The fixed percentage commitment and/or associated estimated dollar value that each SDB or VBE will receive based on the final negotiated cost for the initial term of the prime contract and any renewal option terms;
 - c. Payment terms indicating that the SDB or VBE will be paid for work satisfactorily completed within 14 calendar days of the selected offeror's receipt of payment from the Commonwealth for such work. Subcontractors are encouraged to utilize electronic payment methods;
 - d. Commercially reasonable terms for the applicable business/industry that are no less favorable than the terms of the selected offeror's contract with the

Commonwealth and that do not place disproportionate risk on the SDB or VBE relative to the nature and level of the SDB's or VBE's participation in the contract; and

- e. The requirement that the SDB or VBE submit to BDISBO utilization reports.
- 3. If a subcontract agreement is required by the solicitation document and the subcontract terms omit any of the information required in subparagraph 2 but that information is otherwise reflected within the selected offeror's SDB Participation Submittal, VBE Participation Submittal, or associated documents (SDB Utilization Schedule, VBE Utilization Schedule, and Letters of Commitment), the information listed in the SDB Participation Submittal, VBE Participation Submittal, or associated documents is incorporated into the subcontract agreement. To the extent that any subcontract terms conflict with the requirements of paragraph (2) or information contained within the selected offeror's SDB Participation Submittal or VBE Participation Submittal and associated documents, the order of precedence is as follows: 1) the requirements of paragraph 2, 2) the selected offeror's SDB Participation Submittal, VBE Participation Submittal and associated documents; and 3) the terms of the subcontract agreement.
- 4. If the selected offeror and a SDB listed on the SDB Utilization Schedule or VBE listed on the VBE Utilization Schedule cannot agree upon a definitive subcontract within 30 calendar days of the final execution date of the Commonwealth contract or as specified in the solicitation, the selected offeror must provide written notification to the issuing Agency and BDISBO.
- 5. The prime contractor must provide a copy of any required subcontract with an SDB or VBE to BDISBO or the Agency within ten (10) business days of receiving such a request.

D. Utilization Reports.

- 1. The prime contractor must submit a Monthly Utilization Report to BDISBO and the contracting officer of the Issuing Office in the format required by BDISBO and within ten (10) business days at the end of each month of the contract term and any subsequent options or renewals. The Monthly Utilization Report must list payments made to each SDB or VBE subcontractor and any unpaid invoices over 30 calendar days old received from an SDB or VBE subcontractor, and the reason payment has not been made. This information will be used to track and confirm the actual dollar amount paid to SDB or VBE subcontractors and suppliers and will serve as a record of fulfillment of the contractual commitment(s). If there was no activity, the form must be completed by stating "No activity". A late fee of \$100.00 per day may be assessed against the prime contractor if the Utilization Report is not submitted in accordance with the schedule above.
- 2. The prime contractor must include in its agreements with its SDB and VBE subcontractors a requirement that the SDB and VBE subcontractors submit to

BDISBO, within the time frame set forth within the solicitation document, a report identifying the prime contract, and listing:

- a. Payments received from the prime contractor within the time frame covered by the report, and
- b. Invoices for which the subcontractor has not been paid.

E. Noncompliance with SDB and/or VBE commitments.

1. Upon BDISBO notifying the contracting Agency that a prime contractor did not comply with the SDB commitments or VBE commitments, the contracting Agency shall notify the prime contractor in writing of its findings and shall specify what corrective actions are required. The prime contractor is required to initiate the corrective actions within 10 business days and complete them within the time specified by the contracting Agency.
2. If a contracting Agency determines that material noncompliance with SDB or VBE contract provisions exists and that the prime contractor refuses or fails to take the corrective action required by the contracting Agency, the contracting Agency, in consultation with BDISBO, may impose any and all sanctions and remedies available under the contract as it deems appropriate. Such sanctions or remedies include, but are not limited to, withholding of payments; termination of the contract along with consequential damages; revocation of the prime contractor's SB, SDB, and/or VBE status; a determination that the Offeror's SDB or VBE participation submittal be deemed non-responsible in future procurements; and/or any actions under the Commonwealth's Contractor Responsibility Program, up to and including suspension or debarment from future contracting opportunities with the Commonwealth.

PART VI

IT CONTRACT TERMS AND CONDITIONS

1. DEFINITIONS.

- (a) Agency. Pennsylvania Gaming Control Board (“PGCB”)
- (b) Commonwealth. The Commonwealth of Pennsylvania.
- (c) Contract. The integrated documents as defined in [Section 11, Order of Precedence](#).
- (d) Contracting Officer. The person authorized to administer this Contract for the PGCB and to make written determinations with respect to the Contract.
- (e) Data. Any recorded information, regardless of the form, the media on which it is recorded or the method of recording.
- (f) Days. Calendar days, unless specifically indicated otherwise.
- (g) Developed Works. All of the fully or partially complete property, whether tangible or intangible prepared by the Contractor for ownership by the PGCB in fulfillment of the requirements of this Contract, including but not limited to: documents; sketches; drawings; designs; works; papers; files; reports; computer programs; documentation; data; records; software; samples; literary works and other works of authorship. Developed Works include all material necessary to exercise all attributes of ownership or of the license granted in [Section 46, Ownership of Developed Works](#).
- (h) Documentation. All materials required to support and convey information about the Services or Supplies required by this Contract, including, but not limited to: written reports and analyses; diagrams maps, logical and physical designs; system designs; computer programs; flow charts; and disks and/or other machine-readable storage media.
- (i) Expiration Date. The last valid date of the Contract, as indicated in the Contract documents to which these IT Contract Terms and Conditions are attached.
- (j) Purchase Order. Written authorization for Contractor to proceed to furnish Supplies or Services.
- (k) Proposal. Contractor’s response to a Solicitation issued by the Issuing Agency, as accepted by the PGCB.
- (l) Services. All Contractor activity necessary to satisfy the Contract.

- (m) Software. A collection of one or more programs, databases or microprograms fixed in any tangible medium of expression that comprises a sequence of instructions (source code) to carry out a process in, or convertible into, a form executable by an electronic computer (object code).
- (n) Solicitation. A document issued by the PGCB to procure Services or Supplies, e.g., Request for Proposal; Request for Quotation; Supplier Pricing Request; or Invitation for Bid, including all attachments and addenda thereto.
- (o) Supplies. All tangible and intangible property including, but not limited to, materials and equipment provided by the Contractor to satisfy the Contract.

2. TERM OF CONTRACT.

- (a) Term. The term of the Contract shall commence on the Effective Date and shall end on the Expiration Date identified in the Contract, subject to the other provisions of the Contract.
- (b) Effective Date. The Effective Date shall be one of the following:
 - (i) the date the Contract has been fully executed by the Contractor and all approvals required by Commonwealth contracting procedures have been obtained; or
 - (ii) the date stated in the Contract, whichever is later.

3. COMMENCEMENT OF PERFORMANCE.

- (a) General. The Contractor shall not commence performance and the PGCB shall not be liable to pay the Contractor for any supply furnished or work performed or expenses incurred, until both of the following have occurred:
 - (i) the Effective Date has occurred; and
 - (ii) the Contractor has received a Purchase Order or other written notice to proceed signed by the Contracting Officer.
- (b) Prohibition Prior to Effective Date. No PGCB employee has the authority to verbally direct the commencement of any Service or delivery of any Supply under this Contract prior to the date performance may commence. The Contractor hereby waives any claim or cause of action for any Service performed or Supply delivered prior to the date performance may commence.

4. EXTENSION OF CONTRACT TERM.

The PGCB reserves the right, upon notice to the Contractor, to extend the term of the Contract for up to **three (3) months** upon the same terms and conditions.

5. ELECTRONIC SIGNATURES.

- (a) The Contract and/or Purchase Orders may be electronically signed by the PGCB.
 - (i) *Contract.* “Fully Executed” at the top of the first page of the Contract output indicates that the signatures of all the individuals required to bind the PGCB to the terms of the Contract have been obtained. If the Contract output form does not have “Fully Executed” at the top of the first page, the Contract has not been fully executed.
 - (ii) *Purchase Orders.* The electronically-printed name of the Purchasing Agent on the Purchase Order indicates that all approvals required by Commonwealth contracting procedures have been obtained.
- (b) The PGCB and the Contractor specifically agree as follows:
 - (i) *Written signature not required.* No handwritten signature shall be required in order for the Contract or Purchase Order to be legally enforceable.
 - (ii) *Validity; admissibility.* The parties agree that no writing shall be required in order to make the Contract or Purchase Order legally binding, notwithstanding contrary requirements in any law or regulation. The parties hereby agree not to contest the validity or enforceability of the Contract executed electronically, or acknowledgement issued electronically, under the provisions of a statute of frauds or any other applicable law relating to whether certain agreements be in writing and signed by the party bound thereby. Any genuine Contract or acknowledgement executed or issued electronically, if introduced as evidence on paper in any judicial, arbitration, mediation, or administrative proceedings, will be admissible as between the parties to the same extent and under the same conditions as other business records originated and maintained in documentary form. Neither party shall contest the admissibility of copies of a genuine Contract or acknowledgements under either the business records exception to the hearsay rule or the best evidence rule on the basis that the Contract or acknowledgement were not in writing or signed by the parties. A Contract or acknowledgement shall be deemed to be genuine for all purposes if it is transmitted to the location designated for such documents.
- (c) Verification. Each party will immediately take steps to verify any document that appears to be obviously garbled in transmission or improperly formatted to include re-transmission of any such document if necessary.

6. PURCHASE ORDERS.

- (a) Purchase Orders. The PGCB may issue Purchase Orders against the Contract or issue a Purchase Order as the Contract. These Purchase Orders constitute the Contractor’s authority to make delivery. All Purchase Orders received by the Contractor up to, and including, the Expiration Date of the Contract are acceptable

and must be performed in accordance with the Contract. Each Purchase Order will be deemed to incorporate the terms and conditions set forth in the Contract.

- (b) Electronic transmission. Purchase Orders may be issued electronically or through facsimile equipment. The electronic transmission of a Purchase Order shall require acknowledgement of receipt of the transmission by the Contractor.
- (c) Receipt. Receipt of the electronic or facsimile transmission of the Purchase Order shall constitute receipt of a Purchase Order.
- (d) Received next business day. Purchase Orders received by the Contractor after 4 p.m. will be considered received the following business day.
- (e) Commonwealth Purchasing Card. Purchase Orders under \$10,000 in total amount may also be made in person or by telephone using a Commonwealth Purchasing Card. When an order is placed by telephone, the PGCB shall provide the employee name, credit card number and expiration date of the card. The Contractor agrees to accept payment through the use of a Commonwealth Purchasing card.

7. CONTRACT SCOPE.

The Contractor agrees to furnish the requested Services and Supplies to the PGCB as such Services and Supplies are defined in this Contract.

8. ACCESS TO PGCB FACILITIES.

If the Contractor must perform work at a PGCB facility outside of the daily operational hours set forth by the PGCB, it must make arrangements with the PGCB to assure access to the facility and equipment. No additional payment will be made on the basis of lack of access.

9. NON-EXCLUSIVE CONTRACT.

The PGCB reserves the right to purchase Services and Supplies within the scope of this Contract through other procurement methods whenever the PGCB deems it to be in its best interest.

10. INFORMATION TECHNOLOGY POLICIES.

- (a) General. The Contractor shall comply with the IT standards and policies issued by the Governor's Office of Administration, Office for Information Technology (located at <https://www.oa.pa.gov/Policies/Pages/itp.aspx>), including the accessibility standards set out in IT Policy [ACC001, Accessibility Policy](#). The Contractor shall ensure that Services and Supplies procured under the Contract comply with the applicable standards. In the event such standards change during the Contractor's performance, and the PGCB requests that the Contractor comply with the changed standard, then any incremental costs incurred by the Contractor to comply with such changes shall be paid for pursuant to a change order to the Contract.

- (b) Waiver. The Contractor may request a waiver from an Information Technology Policy (ITP) by providing detailed written justification as to why the ITP cannot be met. The PGCB may waive the ITP in whole, in part or conditionally, or require that the Contractor provide an acceptable alternative. Any PGCB waiver of the requirement must be in writing.

11. ORDER OF PRECEDENCE.

If any conflicts or discrepancies should arise in the terms and conditions of this Contract, or the interpretation thereof, the order of precedence shall be:

- (a) The documents containing the parties' signatures;
- (b) The IT Contract Terms and Conditions;
- (c) The Proposal; and
- (d) The Solicitation.

12. CONTRACT INTEGRATION.

- (a) Final contract. This Contract constitutes the final, complete, and exclusive Contract between the parties, containing all the terms and conditions agreed to by the parties.
- (b) Prior representations. All representations, understandings, promises, and agreements pertaining to the subject matter of this Contract made prior to or at the time this Contract is executed are superseded by this Contract.
- (c) Conditions precedent. There are no conditions precedent to the performance of this Contract except as expressly set forth herein.
- (d) Sole applicable terms. No contract terms or conditions are applicable to this Contract except as they are expressly set forth herein.
- (e) Other terms unenforceable. The Contractor may not require the PGCB or any user of the Services or Supplies acquired within the scope of this Contract to sign, click through, or in any other way agree to any terms associated with use of or interaction with those Services and/or Supplies, unless the PGCB has approved the terms in writing in advance under this Contract, and the terms are consistent with this Contract. Further, changes to terms may be accomplished only by processes set out in this Contract; no quotations, invoices, business forms or other documentation, or terms referred to therein, shall become part of this Contract merely by their submission to the PGCB or their ordinary use in meeting the requirements of this Contract. Any terms imposed upon the PGCB or a user in contravention of this subsection (e) must be removed at the direction of the PGCB and shall not be enforced or enforceable against the PGCB or the user.

13. PERIOD OF PERFORMANCE.

The Contractor, for the term of this Contract, shall complete all Services and provide all Supplies as specified under the terms of this Contract. In no event shall the PGCB be responsible or liable to pay for any Services or Supplies provided by the Contractor prior to the Effective Date, and the Contractor hereby waives any claim or cause of action for any such Services or Supplies.

14. INDEPENDENT PRIME CONTRACTOR.

- (a) Independent contractor. In performing its obligations under the Contract, the Contractor will act as an independent contractor and not as an employee or agent of the PGCB.
- (b) Sole point of contact. The Contractor will be responsible for all Services and Supplies in this Contract whether or not Contractor provides them directly. Further, the Contractor is the sole point of contact with regard to all contractual matters, including payment of any and all charges resulting from the Contract.

15. SUBCONTRACTS.

The Contractor may subcontract any portion of the Services or Supplies described in this Contract to third parties selected by Contractor and approved in writing by the PGCB, whose approval shall not be unreasonably withheld. Notwithstanding the above, if Contractor has disclosed the identity of subcontractor(s) together with the scope of work to be subcontracted in its Proposal, award of the Contract is deemed approval of all named subcontractors and a separate approval is not required. The existence of any subcontract shall not change the obligations of Contractor to the PGCB under this Contract. Upon request of the PGCB, the Contractor must provide the PGCB with an un-redacted copy of the subcontract agreement between the Contractor and the subcontractor. The PGCB reserves the right, for good cause, to require that the Contractor remove a subcontractor from the project. The PGCB will not be responsible for any costs incurred by the Contractor in replacing the subcontractor if good cause exists.

16. OTHER CONTRACTORS.

The PGCB may undertake or award other contracts for additional or related work, and the Contractor shall fully cooperate with other contractors and PGCB employees and coordinate its Services and/or its provision of Supplies with such additional work as may be required. The Contractor shall not commit or permit any act that will interfere with the performance of work by any other contractor or by PGCB employees. This section shall be included in the Contracts of all contractors with which this Contractor will be required to cooperate. The PGCB shall equitably enforce this section as to all contractors to prevent the imposition of unreasonable burdens on any contractor.

17. ENHANCED MINIMUM WAGE.

- (a) Enhanced Minimum Wage. Contractor/Lessor agrees to pay no less than \$12.00 per hour to its employees for all hours worked directly performing the services called for in this Contract/Lease, and for an employee's hours performing ancillary services necessary for the performance of the contracted services or lease when such employee spends at least twenty per cent (20%) of their time performing ancillary services in a given work week.
- (b) Adjustment. Beginning July 1, 2019, and annually thereafter, the minimum wage rate shall be increased by \$0.50 until July 1, 2024, when the minimum wage reaches \$15.00. Thereafter, the minimum wage rate would be increased by an annual cost-of-living adjustment using the percentage change in the Consumer Price Index for All Urban Consumers (CPI-U) for Pennsylvania, New Jersey, Delaware, and Maryland. The applicable adjusted amount shall be published in the Pennsylvania Bulletin by March 1 of each year to be effective the following July 1.
- (c) Exceptions. These Enhanced Minimum Wage Provisions shall not apply to employees:
 - (i) exempt from the minimum wage under the Minimum Wage Act of 1968;
 - (ii) covered by a collective bargaining agreement;
 - (iii) required to be paid a higher wage under another state or federal law governing the services, including the [Prevailing Wage Act](#) and Davis-Bacon Act; or
 - (iv) required to be paid a higher wage under any state or local policy or ordinance.
- (d) Notice. Contractor/Lessor shall post these Enhanced Minimum Wage Provisions for the entire period of the contract conspicuously in easily-accessible and well-lighted places customarily frequented by employees at or near where the contracted services are performed.
- (e) Records. Contractor/Lessor must maintain and, upon request and within the time periods requested by the PGCB, furnish all employment and wage records necessary to document compliance with these Enhanced Minimum Wage Provisions.
- (f) Sanctions. Failure to comply with these Enhanced Minimum Wage Provisions may result in the imposition of sanctions, which may include, but shall not be limited to, termination of the contract or lease, nonpayment, debarment or referral to the Office of General Counsel for appropriate civil or criminal referral.

- (g) Subcontractors. Contractor/Lessor shall include the provisions of these Enhanced Minimum Wage Provisions in every subcontract so that these provisions will be binding upon each subcontractor.

18. COMPENSATION.

- (a) General. The Contractor shall be required to perform at the price(s) quoted in the Contract. All items shall be performed within the time period(s) specified in the Contract. The Contractor shall be compensated only for items supplied and Services performed to the satisfaction of the PGCB.
- (b) Travel. The Contractor shall not be allowed or paid travel or per diem expenses except as specifically set forth in the Contract. If not otherwise specified in the Contract, travel and related expenses shall be reimbursed in accordance with [Management Directive 230.10 Amended](#), *Commonwealth Travel Policy*, and [Manual 230.1](#), *Commonwealth Travel Procedures Manual*.

19. BILLING REQUIREMENTS.

- (a) Unless the Contractor has been authorized by the PGCB for Evaluated Receipt Settlement or Vendor Self-Invoicing, the Contractor shall include in all of its invoices the following minimum information:
 - (i) Vendor name and "Remit to" address, including SAP Vendor number;
 - (ii) Bank routing information, if ACH;
 - (iii) SAP Purchase Order number;
 - (iv) Delivery Address, including the name PGCB;
 - (v) Description of the supplies/services delivered in accordance with SAP Purchase Order (include Purchase Order line number if possible);
 - (vi) Quantity provided;
 - (vii) Unit price;
 - (viii) Price extension;
 - (ix) Total price; and
 - (x) Delivery date of supplies or services.
- (b) If an invoice does not contain the minimum information set forth in this section, and comply with the provisions located at <https://www.budget.pa.gov/Programs/Pages/E-Invoicing.aspx>, relating to the Commonwealth E-Invoicing Program, the Commonwealth may return the invoice

as improper. If the Commonwealth returns an invoice as improper, the time for processing a payment will be suspended until the Commonwealth receives a correct invoice. The Contractor may not receive payment until the Commonwealth has received a correct invoice.

20. PAYMENT.

- (a) Payment Date. The Commonwealth shall put forth reasonable efforts to make payment by the required payment date. The required payment date is:
 - (i) the date on which payment is due under the terms of the Contract;
 - (ii) **thirty (30) days** after a proper invoice actually is received at the “Bill To” address if a date on which payment is due is not specified in the Contract (a “proper” invoice is not received until the Commonwealth accepts the service as satisfactorily performed); or
 - (iii) the payment date specified on the invoice if later than the dates established by [paragraphs \(a\)\(i\) and \(a\)\(ii\)](#), above.
- (b) Delay; Interest. Payment may be delayed if the payment amount on an invoice is not based upon the price(s) as stated in the Contract. If any payment is not made within **15 days** after the required payment date, the PGCB may pay interest as determined by the Secretary of Budget in accordance with Act of December 13, 1982, P.L. 1155, No. 266, 72 P. S. § [1507](#), (relating to interest penalties on Commonwealth accounts) and accompanying regulations 4 Pa. Code §§ [2.31—2.40](#) (relating to interest penalties for late payments to qualified small business concerns).
- (c) Payment should not be construed by the Contractor as acceptance of the Service performed by the Contractor. The PGCB reserves the right to conduct further testing and inspection after payment, but within a reasonable time after performance, and to reject the service if such post payment testing or inspection discloses a defect or a failure to meet specifications.

21. ELECTRONIC PAYMENTS.

- (a) The Commonwealth will make contract payments through the Automated Clearing House (ACH). Within **10 days** of award of the Contract, the Contractor must submit or must have already submitted its ACH information within its user profile in the Commonwealth’s procurement system (SRM).
- (b) The Contractor must submit a unique invoice number with each invoice submitted. The unique invoice number will be listed on the Commonwealth’s ACH remittance advice to enable the Contractor to properly apply the state agency’s payment to the invoice submitted.

- (c) It is the responsibility of the Contractor to ensure that the ACH information contained in SRM is accurate and complete. Failure to maintain accurate and complete information may result in delays in payments.

22. ASSIGNABILITY.

- (a) Subject to the terms and conditions of this section the Contract is binding upon the parties and their respective successors and assigns.
- (b) The Contractor may not assign, in whole or in part, the Contract or its rights, duties, obligations, or responsibilities hereunder without the prior written consent of the PGCB, which consent may be withheld at the sole and absolute discretion of the PGCB.
- (c) For the purposes of the Contract, the term “assign” shall include, but shall not be limited to, the sale, gift, assignment, encumbrance, pledge, or other transfer of any ownership interest in the Contractor provided, however, that the term shall not apply to the sale or other transfer of stock of a publicly traded company.
- (d) Any assignment consented to by the PGCB shall be evidenced by a written assignment agreement executed by the Contractor and its assignee in which the assignee agrees to be legally bound by all of the terms and conditions of the Contract and to assume the duties, obligations, and responsibilities being assigned.
- (e) Notwithstanding the foregoing, the Contractor may, without the consent of the PGCB, assign its rights to payment to be received under the Contract, provided that the Contractor provides written notice of such assignment to the PGCB together with a written acknowledgement from the assignee that any such payments are subject to all of the terms and conditions of the Contract.
- (f) A change of name by the Contractor, following which the Contractor's federal identification number remains unchanged, is not considered to be an assignment. The Contractor shall give the PGCB written notice of any such change of name.

23. INSPECTION AND ACCEPTANCE.

- (a) Developed Works and Services.
 - (i) Acceptance. Acceptance of any Developed Work or Service will occur in accordance with an acceptance plan (Acceptance Plan) submitted by the Contractor and approved by the PGCB. Upon approval of the Acceptance Plan by the PGCB, the Acceptance Plan becomes part of this Contract.
 - (ii) Software Acceptance Test Plan. For contracts where the development of Software, the configuration of Software or the modification of Software is being inspected and accepted, the Acceptance Plan must include a

Software Acceptance Test Plan. The Software Acceptance Test Plan will provide for a final acceptance test, and may provide for interim acceptance tests. Each acceptance test will be designed to demonstrate that the Software conforms to the functional specifications, if any, and the requirements of this Contract. The Contractor shall notify the PGCB when the Software is completed and ready for acceptance testing. The PGCB will not unreasonably delay commencement of acceptance testing.

- (iii) If software integration is required at the end of the project, as set out in the Solicitation, the PGCB's acceptance of the Software shall be final unless at the time of final acceptance, the Software does not meet the acceptance criteria set forth in the Contract.
- (iv) If software integration is not required at the end of the project, as set out in the Solicitation, the PGCB's acceptance of the Software shall be complete and final.
- (v) Certification of Completion. The Contractor shall certify, in writing, to the PGCB when an item in the Acceptance Plan is completed and ready for acceptance. Unless otherwise agreed to by the PGCB in the Acceptance Plan, the acceptance period shall be **10 business days** for interim items and **30 business days** for final items. Following receipt of the Contractor's certification of completion of an item, the PGCB shall, either:
 - (1) Provide the Contractor with PGCB's written acceptance of the work product; or
 - (2) Identify to the Contractor, in writing, the failure of the work product to comply with the specifications, listing all such errors and omissions with reasonable detail.
- (vi) Deemed Acceptance. If the PGCB fails to notify the Contractor in writing of any failures in the work product within the applicable acceptance period, the work product shall be deemed accepted.
- (vii) Correction upon Rejection. Upon the Contractor's receipt of the PGCB's written notice of rejection, which must identify the reasons for the failure of the work product to comply with the specifications, the Contractor shall have **15 business days**, or such other time as the PGCB and the Contractor may agree is reasonable, within which to correct all such failures, and resubmit the corrected item, certifying to the PGCB, in writing, that the failures have been corrected, and that the items have been brought into compliance with the specifications. Upon receipt of such corrected and resubmitted items and certification, the PGCB shall have **30 business days** to test the corrected items to confirm that they are in compliance with the specifications. If the corrected items are in compliance with the specifications, then the PGCB shall provide the Contractor with its acceptance of the items in the completed milestone.

(viii) Options upon Continued Failure. If, in the opinion of the PGCB, the corrected items still contain material failures, the PGCB may either:

- (1) Repeat the procedure set forth above; or
- (2) Proceed with its rights under [Section 28, Termination](#), except that the cure period set forth in [Subsection 28\(c\)](#) may be exercised in the PGCB's sole discretion.

(b) Supplies.

- (i) *Inspection prior to Acceptance.* No Supplies received by the PGCB shall be deemed accepted until the PGCB has had a reasonable opportunity to inspect the Supplies.
- (ii) *Defective Supplies.* Any Supplies discovered to be defective or that fail to conform to the specifications may be rejected upon initial inspection or at any later time if the defects contained in the Supplies or the noncompliance with the specifications were not reasonably ascertainable upon the initial inspection.
 - (1) The Contractor shall remove rejected item(s) from the premises without expense to the PGCB within **15 days** after notification.
 - (2) Rejected Supplies left longer than **30 days** will be regarded as abandoned, and the PGCB shall have the right to dispose of them as its own property and shall retain that portion of the proceeds of any sale which represents the PGCB's costs and expenses in regard to the storage and sale of the Supplies.
 - (3) Upon notice of rejection, the Contractor shall immediately replace all such rejected Supplies with others conforming to the specifications and which are not defective. If the Contractor fails, neglects or refuses to do so, the PGCB may procure, in such manner as it determines, supplies similar or identical to the those that Contractor failed, neglected or refused to replace, and deduct from any monies due or that may thereafter become due to the Contractor, the difference between the price stated in the Contract and the cost thereof to the PGCB.

24. **DEFAULT.**

The PGCB may, subject to the provisions of [Section 25, Notice of Delays](#), and [Section 66, Force Majeure](#), and in addition to its other rights under the Contract, declare the Contractor in default by written notice thereof to the Contractor, and terminate (as provided in [Section 28, Termination](#)) the whole or any part of this Contract for any of the following reasons:

- (i) Failure to begin Services within the time specified in the Contract or as otherwise specified;
- (ii) Failure to perform the Services with sufficient labor, equipment, or material to insure the completion of the specified Services in accordance with the Contract terms;
- (iii) Unsatisfactory performance of the Services;
- (iv) Failure to meet requirements within the time periods(s) specified in the Contract;
- (v) Multiple failures over time of a single service level agreement or a pattern of failure over time of multiple service level agreements;
- (vi) Failure to provide a Supply or Service that conforms with the specifications referenced in the Contract;
- (vii) Failure or refusal to remove material, or remove, replace or correct any Supply rejected as defective or noncompliant;
- (viii) Discontinuance of Services without approval;
- (ix) Failure to resume a Service, which has been discontinued, within a reasonable time after notice to do so;
- (x) Insolvency;
- (xi) Assignment made for the benefit of creditors;
- (xii) Failure or refusal, within **10 days** after written notice by the Contracting Officer, to make payment or show cause why payment should not be made, of any amounts due subcontractors for materials furnished, labor supplied or performed, for equipment rentals or for utility services rendered;
- (xiii) Failure to protect, repair or make good any damage or injury to property;
- (xiv) Breach of any provision of this Contract;
- (xv) Any breach by Contractor of the security standards or procedures of this Contract;
- (xvi) Failure to comply with representations made in the Contractor's Proposal;
or
- (xvii) Failure to comply with applicable industry standards, customs and practice.

25. NOTICE OF DELAYS.

Whenever the Contractor encounters any difficulty that delays or threatens to delay the timely performance of this Contract (including actual or potential labor disputes), the Contractor shall promptly give notice thereof in writing to the PGCB stating all relevant information with respect thereto. Such notice shall not in any way constitute a basis for an extension of the delivery schedule or be construed as a waiver by the PGCB of any rights or remedies to which it is entitled by law or pursuant to provisions of this Contract. Failure to give such notice, however, may be grounds for denial of any request for an extension of the delivery schedule because of such delay. If an extension of the delivery schedule is granted, it will be done consistent with [Section 27, Changes](#).

26. CONDUCT OF SERVICES.

- (a) Following the Effective Date of the Contract, Contractor shall proceed diligently with all Services and shall perform such Services with qualified personnel, in accordance with the completion criteria set forth in the Contract.
- (b) In determining whether the Contractor has performed with due diligence under the Contract, it is agreed and understood that the PGCB may measure the amount and quality of the Contractor's effort against the representations made in the Contractor's Proposal. The Contractor's Services hereunder shall be monitored by the PGCB and the PGCB's designated representatives. If the PGCB reasonably determines that the Contractor has not performed with due diligence, the PGCB and the Contractor will attempt to reach agreement with respect to such matter. Failure of the PGCB or the Contractor to arrive at such mutual determinations shall be a dispute concerning a question of fact within the meaning of [Section 30, Contract Controversies](#).

27. CHANGES.

- (a) At any time during the performance of the Contract, the PGCB or the Contractor may request a change to the Contract. Contractor will make reasonable efforts to investigate the impact of the change request on the price, timetable, specifications, and other terms and conditions of the Contract. If the PGCB is the requestor of the change, the Contractor will inform the PGCB of any charges for investigating the change request prior to incurring such charges. If the PGCB and the Contractor agree on the results of the investigation and any necessary changes to the Contract, the parties must complete and execute a change order to modify the Contract and implement the change. The change order will be evidenced by a writing in accordance with the PGCB's change order procedures. No work may begin on the change order until the Contractor has received the executed change order. If the parties are not able to agree upon the results of the investigation or the necessary changes to the Contract, a PGCB-initiated change request will be implemented at PGCB's option and the Contractor shall perform the Services; and either party may elect to have the matter treated as a dispute between the parties under [Section 30, Contract Controversies](#). During the pendency of any such dispute, PGCB shall pay to Contractor any undisputed amounts.

- (b) Changes outside the scope of this Contract shall be accomplished through the Commonwealth's procurement procedures, and may result in an amended Contract or a new contract. No payment will be made for services outside of the scope of the Contract for which no amendment has been executed.

28. TERMINATION.

(a) For Convenience.

- (i) The PGCB may terminate the Contract, or a Purchase Order issued against the Contract, in whole or in part, without cause by giving Contractor **30 days'** prior written notice (Notice of Termination) whenever the PGCB shall determine that such termination is in the best interest of the PGCB (Termination for Convenience). Any such termination shall be effected by delivery to the Contractor of a Notice of Termination specifying the extent to which performance under this Contract is terminated either in whole or in part and the date on which such termination becomes effective.

In the event of termination hereunder, Contractor shall receive payment for the following:

- (1) all Services performed consistent with the terms of the Contract prior to the effective date of termination;
- (2) all actual and reasonable costs incurred by Contractor as a result of the termination of the Contract; and

In no event shall the Contractor be paid for any loss of anticipated profit (by the Contractor or any subcontractor), loss of use of money, or administrative or overhead costs.

Failure to agree on any termination costs shall be a dispute handled in accordance with [Section 30, Contract Controversies](#), of this Contract.

- (ii) The Contractor shall cease Services as of the date set forth in the Notice of Termination, and shall be paid only for such Services as have already been satisfactorily rendered up to and including the termination date set forth in said notice, or as may be otherwise provided for in said Notice of Termination, and for such Services performed during the **30-day** notice period, if such Services are requested by the PGCB, for the collection, assembling, and transmitting to the PGCB of at least all materials, manuals, magnetic media, studies, drawings, computations, maps, supplies, and survey notes including field books, which were obtained, prepared, or developed as part of the Services required under this Contract.

- (iii) The above shall not be deemed to limit the PGCB's right to terminate this Contract for any reason as permitted by the other provisions of this Contract, or under applicable law.
- (b) Non-Appropriation. Any payment obligation or portion thereof of the PGCB created by this Contract is conditioned upon the availability and appropriation of funds. When funds (state or federal) are not appropriated or otherwise made available to support continuation of performance or full performance in a subsequent fiscal year period, the PGCB shall have the right to terminate the Contract in whole or in part. The Contractor shall be reimbursed in the same manner as that described in [subsection \(a\)](#) to the extent that appropriated funds are available.
- (c) Default. The PGCB may, in addition to its other rights under this Contract, terminate this Contract in whole or in part by providing written notice of default to the Contractor if the Contractor materially fails to perform its obligations under the Contract and does not cure such failure within **30 days**, or if a cure within such period is not practical, commence a good faith effort to cure such failure to perform within the specified period or such longer period as the PGCB may specify in the written notice specifying such failure, and diligently and continuously proceed to complete the cure. The Contracting Officer shall provide any notice of default or written cure notice for Contract terminations.
 - (i) Subject to [Section 38, Limitation of Liability](#), in the event the PGCB terminates this Contract in whole or in part as provided in this subsection (c), the PGCB may procure services similar to those so terminated, and the Contractor, in addition to liability for any liquidated damages, shall be liable to the PGCB for the difference between the Contract price for the terminated portion of the Services and the actual and reasonable cost (but in no event greater than the fair market value) of producing substitute equivalent services for the terminated Services, provided that the Contractor shall continue the performance of this Contract to the extent not terminated under the provisions of this section.
 - (ii) Except with respect to defaults of subcontractors, the Contractor shall not be liable for any excess costs if the failure to perform the Contract arises out of causes beyond the control of the Contractor. Such causes may include, but are not limited to, acts of God or of the public enemy, fires, floods, epidemics, quarantine restrictions, strikes, work stoppages, freight embargoes, acts of terrorism and unusually severe weather. The Contractor shall notify the Contracting Officer promptly in writing of its inability to perform because of a cause beyond the control of the Contractor.
 - (iii) Nothing in this subsection (c) shall abridge the PGCB's right to suspend, debar or take other administrative action against the Contractor.

- (iv) If it is later determined that the PGCB erred in terminating the Contract for default, then the Contract shall be deemed to have been terminated for convenience under [subsection \(a\)](#).
- (v) If this Contract is terminated as provided by this subsection (c), the PGCB may, in addition to any other rights provided in this subsection (c), and subject law and to other applicable provisions of this Contract, require the Contractor to deliver to the PGCB in the manner and to the extent directed by the Contracting Officer, such Software, Data, Developed Works, Documentation and other materials as the Contractor has specifically produced or specifically acquired for the performance of such part of the Contract as has been terminated.
- (d) The rights and remedies of the PGCB provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.
- (e) The PGCB's failure to exercise any rights or remedies provided in this section shall not be construed to be a waiver by the PGCB of its rights and remedies in regard to the event of default or any succeeding event of default.
- (f) Following exhaustion of the Contractor's administrative remedies as set forth in [Section 30, Contract Controversies](#), the Contractor's exclusive remedy shall be to seek damages in the Board of Claims.

29. BACKGROUND CHECKS.

- (a) The Contractor, at its expense, must arrange for a background check for each of its employees, as well as the employees of any of its subcontractors, who will have access to PGCB IT facilities, either through on-site access or through remote access. Background checks are to be conducted via the Request for Criminal Record Check form and procedure found at <https://www.psp.pa.gov/Pages/Request-a-Criminal-History-Record.aspx>. The background check must be conducted prior to initial access and on an annual basis thereafter.
- (b) Before the PGCB will permit access to the Contractor, the Contractor must provide written confirmation that the background checks have been conducted. If, at any time, it is discovered that an employee of the Contractor or an employee of a subcontractor of the Contractor has a criminal record that includes a felony or misdemeanor involving terroristic behavior, violence, use of a lethal weapon, or breach of trust/fiduciary responsibility or which raises concerns about building, system or personal security or is otherwise job-related, the Contractor shall not assign that employee to any PGCB facilities, shall remove any access privileges already given to the employee and shall not permit that employee remote access unless the PGCB consents to the access, in writing, prior to the access. The PGCB may withhold its consent in its sole discretion. Failure of the Contractor to comply with the terms of this section on more than one occasion or Contractor's failure to

cure any single failure to the satisfaction of the PGCB may result in the Contractor being deemed in default of its Contract.

- (c) The PGCB specifically reserves the right of the PGCB to conduct or require background checks over and above that described herein.

30. CONTRACT CONTROVERSIES.

- (a) Pursuant to Section [1712.1](#) of the [Commonwealth Procurement Code](#), 62 Pa. C.S. § [1712.1](#), in the event of a claim arising from the Contract or a purchase order, the Contractor, within **six (6) months** after the cause of action accrues, must file a written claim with the Contracting Officer for a determination. The claim shall state all grounds upon which the Contractor asserts a controversy exists. If the Contractor fails to file a claim or files an untimely claim, the Contractor is deemed to have waived its right to assert a claim in any forum. At the time the claim is filed, or within **60 days** thereafter, either party may request mediation through the Commonwealth Office of General Counsel Dispute Resolution Program, <https://www.ogc.pa.gov/Services%20to%20Agencies/Mediation%20Procedures/Pages/default.aspx>.
- (b) If the Contractor or the Contracting Officer requests mediation, and the other party agrees, the Contracting Officer shall promptly make arrangements for mediation. Mediation shall be scheduled so as to not delay the issuance of the final determination beyond the required **120 days** after receipt of the claim if mediation is unsuccessful. If mediation is not agreed to or if resolution is not reached through mediation, the Contracting Officer shall review timely-filed claims and issue a final determination, in writing, regarding the claim. The final determination shall be issued within **120 days** of the receipt of the claim, unless extended by consent of the Contracting Officer and the Contractor. The Contracting Officer shall send his/her written determination to the Contractor. If the Contracting Officer fails to issue a final determination within the **120 days** (unless extended by consent of the parties), the claim shall be deemed denied. The Contracting Officer's determination shall be the final order of the purchasing agency.
- (c) Within **15 days** of the mailing date of the determination denying a claim or within **135 days** of filing a claim if, no extension is agreed to by the parties, whichever occurs first, the Contractor may file a statement of claim with the Commonwealth Board of Claims. Pending a final judicial resolution of a controversy or claim, the Contractor shall proceed diligently with the performance of the Contract or Purchase Order in a manner consistent with the determination of the contracting officer and the PGCB shall compensate the Contractor pursuant to the terms of the Contract or Purchase Order.

31. CONFIDENTIALITY, PRIVACY AND COMPLIANCE.

- (a) General. The Contractor agrees to protect the confidentiality of the PGCB's confidential information. The PGCB agrees to protect the confidentiality of Contractor's confidential information. Unless the context otherwise clearly

indicates the need for confidentiality, information is deemed confidential only when the party claiming confidentiality designates the information as “confidential” in such a way as to give notice to the other party (for example, notice may be communicated by describing the information, and the specifications around its use or disclosure, in the Solicitation or in the Proposal). Neither party may assert that information owned by the other party is such party’s confidential information. Notwithstanding the foregoing, all Data provided by, or collected, processed, or created on behalf of the PGCB is Confidential Information unless otherwise indicated in writing.

- (b) Copying; Disclosure; Termination. The parties agree that confidential information shall not be copied, in whole or in part, or used or disclosed except when essential for authorized activities under this Contract and, in the case of disclosure, where the recipient of the confidential information has agreed to be bound by confidentiality requirements no less restrictive than those set forth herein. Each copy of confidential information shall be marked by the party making the copy with any notices appearing in the original. Upon expiration or termination of this Contract or any license granted hereunder, the receiving party will return to the disclosing party, or certify as to the destruction of, all confidential information in the receiving party’s possession, other than one copy (where permitted by law or regulation), which may be maintained for archival purposes only, and which will remain subject to this Contract’s security, privacy, data retention/destruction and confidentiality provisions. A material breach of these requirements may result in termination for default pursuant to [Subsection 28\(c\)](#), in addition to other remedies available to the non-breaching party.
- (c) Insofar as information is not otherwise protected by law or regulation, the obligations stated in this section do not apply to information:
 - (i) already known to the recipient at the time of disclosure other than through the contractual relationship;
 - (ii) independently generated by the recipient and not derived from the information supplied by the disclosing party;
 - (iii) known or available to the public, except where such knowledge or availability is the result of unauthorized disclosure by the recipient of the proprietary information;
 - (iv) disclosed to the recipient without a similar restriction by a third party who has the right to make such disclosure; or
 - (v) required to be disclosed by the recipient by law, regulation, court order, or other legal process.

There shall be no restriction with respect to the use or disclosure of any ideas, concepts, know-how or data processing techniques developed alone or jointly with the PGCB in connection with services provided to the PGCB under this Contract.

- (d) The Contractor shall use the following process when submitting information to the PGCB it believes to be confidential and/or proprietary information or trade secrets:
- (i) Prepare and submit an un-redacted version of the appropriate document;
 - (ii) Prepare and submit a redacted version of the document that redacts the information that is asserted to be confidential or proprietary information or a trade secret. The Contractor shall use a redaction program that ensures the information is permanently and irreversibly redacted; and
 - (iii) Prepare and submit a signed written statement that identifies confidential or proprietary information or trade secrets and that states:
 - (1) the attached material contains confidential or proprietary information or trade secrets;
 - (2) the Contractor is submitting the material in both redacted and un-redacted format, if possible, in accordance with 65 P.S. § [67.707\(b\)](#); and
 - (3) the Contractor is requesting that the material be considered exempt under 65 P.S. § [67.708\(b\)\(11\)](#) from public records requests.
- (e) Disclosure of Recipient or Beneficiary Information Prohibited. The Contractor shall not use or disclose any information about a recipient receiving services from, or otherwise enrolled in, a PGCB program affected by or benefiting from Services under the Contract for any purpose not connected with the Contractor's responsibilities, except with consent pursuant to applicable law or regulations. All material associated with direct disclosures of this kind (including the disclosed information) shall be provided to the PGCB prior to the direct disclosure.
- (f) Compliance with Laws. Contractor will comply with all applicable laws or regulations related to the use and disclosure of information, including information that constitutes Protected Health Information (PHI) as defined by the *Health Insurance Portability and Accountability Act* (HIPAA).
- (g) Additional Provisions. Additional privacy and confidentiality requirements may be specified in the Contract.
- (h) Restrictions on Use. All Data and all intellectual property provided to the Contractor pursuant to this Contract or collected or generated by the Contractor on behalf of the PGCB pursuant to this Contract shall be used only for the work of this Contract. No Data, intellectual property, Documentation or Developed Works may be used, disclosed, or otherwise opened for access by or to the Contractor or any third party unless directly related to and necessary under the Contract.

32. PCI SECURITY COMPLIANCE.

- (a) General. By providing the Services under this Contract, the Contractor may create, receive, or have access to credit card records or record systems containing cardholder data including credit card numbers (collectively the “Cardholder Data”). Contractor shall comply with the Payment Card Industry Data Security Standard (“PCI DSS”) requirements for Cardholder Data that are prescribed by the payment brands (including, but not limited to, Visa, MasterCard, American Express, and Discover), as they may be amended from time to time. The Contractor acknowledges and agrees that Cardholder Data may only be used for assisting in completing a card transaction, for fraud control services, for loyalty programs, or as specifically agreed to by the payment brands, for purposes of this Contract or as required by applicable law or regulations.
- (b) Compliance with Standards. The Contractor shall conform to and comply with the PCI DSS standards as defined by The PCI Security Standards Council at: https://www.pcisecuritystandards.org/security_standards/index.php. The Contractor shall monitor these PCI DSS standards and will promptly notify the PGCB if its practices should not conform to such standards. The Contractor shall provide a letter of certification to attest to meeting this requirement within **seven (7) days** of the Contractor’s receipt of the annual PCI DSS compliance report.

33. DATA BREACH OR LOSS.

- (a) The Contractor shall comply with all applicable data protection, data security, data privacy and data breach notification laws, including but not limited to the [Breach of Personal Information Notification Act](#), Act of December 22, 2005, P.L. 474, No. 94, as amended, 73 P.S. §§ 2301—2329.
- (b) For Data and Confidential Information in the possession, custody, and control of the Contractor or its employees, agents, and/or subcontractors:
 - (i) The Contractor shall report unauthorized access, use, release, loss, destruction or disclosure of Data or Confidential Information (“Incident”) to the PGCB within **two (2) hours** of when the Contractor knows of or reasonably suspects such Incident, and the Contractor must immediately take all reasonable steps to mitigate any potential harm or further access, use, release, loss, destruction or disclosure of such Data or Confidential Information.
 - (ii) The Contractor shall provide timely notice to all individuals that may require notice under any applicable law or regulation as a result of an Incident. The notice must be pre-approved by the PGCB. At the PGCB’s request, Contractor shall, at its sole expense, provide credit monitoring services to all individuals that may be impacted by any Incident requiring notice.

- (iii) The Contractor shall be solely responsible for any costs, losses, fines, or damages incurred by the PGCB due to Incidents.
- (c) As to Data and Confidential Information fully or partially in the possession, custody, or control of the Contractor and the PGCB, the Contractor shall diligently perform all of the duties required in this section in cooperation with the PGCB, until the time at which a determination of responsibility for the Incident, and for subsequent action regarding the Incident, is made final.

34. **INSURANCE.**

- (a) General. Unless otherwise indicated in the Solicitation, the Contractor shall maintain at its expense and require its agents, contractors and subcontractors to procure and maintain, as appropriate, the following types and amounts of insurance, issued by companies acceptable to the PGCB and authorized to conduct such business under the laws of the Commonwealth:
 - (i) Workers' Compensation Insurance for all of the Contractor's employees and those of any subcontractor engaged in performing Services in accordance with the [Workers' Compensation Act](#), Act of June 2, 1915, P.L. 736, No. 338, reenacted and amended June 21, 1939, P.L. 520, No. 281, as amended, 77 P.S. §§ 1—2708.
 - (ii) Commercial general liability insurance providing coverage from claims for damages for personal injury, death and property of others, including loss of use resulting from any property damage which may arise from its operations under this Contract, whether such operation be by the Contractor, by any agent, contractor or subcontractor, or by anyone directly or indirectly employed by either. The limits of such insurance shall be in an amount not less than **\$500,000** per person and **\$2,000,000** per occurrence, personal injury and property damage combined. Such policies shall be occurrence based rather than claims-made policies and shall name the PGCB as an additional insured, as its interests may appear. The insurance shall not contain any endorsements or any other form designed to limit and restrict any action by the PGCB as an additional insured against the insurance coverages in regard to the Services performed for or Supplies provided to the PGCB.
 - (iii) Professional and Technology-Based Services Liability Insurance (insuring against damages and claim expenses as a result of claims arising from any actual or alleged wrongful acts in performing cyber and technology activities) in the amount of **\$2,000,000**, per accident/occurrence/annual aggregate.
 - (iv) Professional Liability/Errors and Omissions Insurance in the amount of **\$2,000,000**, per accident/occurrence/annual aggregate, covering the Contractor, its employees, agents, contractors, and subcontractors in the performance of all services.

- (v) Network/Cyber Liability Insurance (including coverage for Professional and Technology-Based Services Liability if not covered under Company's Professional Liability/Errors and Omissions Insurance referenced above) in the amount of **\$3,000,000**, per accident/occurrence/annual aggregate, covering the Contractor, its employees, agents, contractors, and subcontractors in the performance of all services.
 - (vi) Completed Operations Insurance in the amount of **\$2,000,000**, per accident/occurrence/annual aggregate, covering the Contractor, its employees, agents, contractors, and subcontractors in the performance of all services.
 - (vii) Comprehensive crime insurance in an amount of not less than **\$5,000,000** per claim.
- (b) Certificate of Insurance. Prior to commencing Services under the Contract, and annually thereafter, the Contractor shall provide the PGCB with a copy of each current certificate of insurance required by this section. These certificates shall contain a provision that coverages afforded under the policies will not be canceled or changed in such a way to cause the coverage to fail to comply with the requirements of this section until at least **15 days'** prior written notice has been given to the PGCB. Such cancellation or change shall not relieve the Contractor of its continuing obligation to maintain insurance coverage in accordance with this section.
- (c) Insurance coverage length. The Contractor agrees to maintain such insurance for the latter of the life of the Contract, or the life of any Purchase Orders issued under the Contract.

35. CONTRACTOR RESPONSIBILITY PROGRAM.

- (a) For the purpose of these provisions, the term Contractor is defined as any person, including, but not limited to, a bidder, offeror, loan recipient, grantee or lessor, who has furnished or performed or seeks to furnish or perform, goods, Supplies, Services, leased space, construction or other activity, under a contract, grant, lease, Purchase Order or reimbursement agreement with the Commonwealth of Pennsylvania (Commonwealth). The term Contractor includes a permittee, licensee, or any agency, political subdivision, instrumentality, public authority, or other public entity in the Commonwealth.
- (b) The Contractor certifies, in writing, for itself and its subcontractors required to be disclosed or approved by the Commonwealth, that as of the date of its execution of this Bid/Contract, that neither the Contractor, nor any subcontractors, nor any suppliers are under suspension or debarment by the Commonwealth or any governmental entity, instrumentality, or authority and, if the Contractor cannot so certify, then it agrees to submit, along with its Bid/Contract, a written explanation of why such certification cannot be made.

- (c) The Contractor also certifies, in writing, that as of the date of its execution of this Bid/Contract it has no tax liabilities or other Commonwealth obligations, or has filed a timely administrative or judicial appeal if such liabilities or obligations exist, or is subject to a duly approved deferred payment plan if such liabilities exist.
- (d) The Contractor's obligations pursuant to these provisions are ongoing from and after the effective date of the Contract through the termination date thereof. Accordingly, the Contractor shall have an obligation to inform the PGCB if, at any time during the term of the Contract, it becomes delinquent in the payment of taxes, or other Commonwealth obligations, or if it or, to the best knowledge of the Contractor, any of its subcontractors are suspended or debarred by the Commonwealth, the federal government, or any other state or governmental entity. Such notification shall be made within **15 days** of the date of suspension or debarment.
- (e) The failure of the Contractor to notify the PGCB of its suspension or debarment by the Commonwealth, any other state, or the federal government shall constitute an event of default of the Contract with the PGCB.
- (f) The Contractor agrees to reimburse the Commonwealth for the reasonable costs of investigation incurred by the Office of State Inspector General for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the PGCB that results in the suspension or debarment of the Contractor. Such costs shall include, but shall not be limited to, salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Contractor shall not be responsible for investigative costs for investigations that do not result in the Contractor's suspension or debarment.
- (g) The Contractor may obtain a current list of suspended and debarred Commonwealth contractors by either searching the Internet at <https://www.dgs.pa.gov/Pages/default.aspx> or contacting the:

Department of General Services
Office of Chief Counsel
603 North Office Building
Harrisburg, PA 17125
Telephone No. (717) 783-6472
FAX No. (717) 787-9138

36. OFFSET PROVISION FOR COMMONWEALTH CONTRACTS.

The Contractor agrees that the PGCB may set off the amount of any state tax liability or other obligation of the Contractor or its subsidiaries to the Commonwealth against any payments due the Contractor under any contract with the PGCB.

37. TAXES-FEDERAL, STATE AND LOCAL.

The PGCB is exempt from all excise taxes imposed by the Internal Revenue Service and has accordingly registered with the Internal Revenue Service to make tax-free purchases under registration No. 23-7400001-K. With the exception of purchases of the following items, no exemption certificates are required and none will be issued: undyed diesel fuel, tires, trucks, gas-guzzler emergency vehicles, and sports fishing equipment. The PGCB is also exempt from Pennsylvania sales tax, local sales tax, public transportation assistance taxes, and fees and vehicle rental tax. The Department of Revenue regulations provide that exemption certificates are not required for sales made to governmental entities and none will be issued. Nothing in this section is meant to exempt a construction contractor from the payment of any of these taxes or fees which are required to be paid with respect to the purchase, use, rental or lease of tangible personal property or taxable services used or transferred in connection with the performance of a construction contract.

38. LIMITATION OF LIABILITY.

- (a) General. The Contractor's liability to the PGCB under this Contract shall be limited to the greater of **\$250,000** or the value of this Contract (including any amendments). This limitation will apply, except as otherwise stated in this section, regardless of the form of action, whether in contract or in tort, including negligence. This limitation does not, however, apply to any damages:
- (i) for bodily injury;
 - (ii) for death;
 - (iii) for intentional injury;
 - (iv) for damage to real property or tangible personal property for which the Contractor is legally liable;
 - (v) under [Section 42, Patent, Copyright, Trademark and Trade Secret Protection](#);
 - (vi) under [Section 33, Data Breach or Loss](#); or
 - (vii) under [Section 41, Virus, Malicious, Mischievous or Destructive Programming](#).

- (b) The Contractor will not be liable for consequential or incidental damages, except for damages as set forth in [paragraphs \(a\)\(i\)—\(vii\)](#) above, or as otherwise specified in the Contract.

39. PGCB HELD HARMLESS.

- (a) The Contractor shall indemnify the PGCB against any and all third party claims, demands and actions based upon or arising out of any activities performed by the Contractor and its employees and agents under this Contract, provided the PGCB gives Contractor prompt notice of any such claim of which it learns. Pursuant to the [Commonwealth Attorneys Act](#), Act of October 15, 1980, P.L. 950, No. 164, as amended, 71 P.S. § 732-101—732-506, the Office of Attorney General (OAG) has the sole authority to represent the PGCB in actions brought against the PGCB. The OAG may, however, in its sole discretion and under such terms as it deems appropriate, delegate its right of defense. If OAG delegates the defense to the Contractor, the PGCB will cooperate with all reasonable requests of Contractor made in the defense of such suits.
- (b) Notwithstanding the above, neither party shall enter into any settlement without the other party's written consent, which shall not be unreasonably withheld. The PGCB may, in its sole discretion, allow the Contractor to control the defense and any related settlement negotiations.

40. SOVEREIGN IMMUNITY.

No provision of this Contract may be construed to waive or limit the sovereign immunity of the Commonwealth of Pennsylvania or its governmental sub-units.

41. VIRUS, MALICIOUS, MISCHIEVOUS OR DESTRUCTIVE PROGRAMMING.

- (a) The Contractor shall be liable for any damages incurred by the PGCB and the Commonwealth if the Contractor or any of its employees, subcontractors or consultants introduces a virus or malicious, mischievous or destructive programming into the PGCB's or Commonwealth's software or computer networks and has failed to comply with the PGCB and Commonwealth software security standards. The PGCB or the Commonwealth must demonstrate that the Contractor or any of its employees, subcontractors or consultants introduced the virus or malicious, mischievous or destructive programming. The Contractor's liability shall cease if the PGCB or the Commonwealth has not fully complied with its own software security standards.
- (b) The Contractor shall be liable for any damages incurred by the PGCB or the Commonwealth including, but not limited to, the expenditure of PGCB or Commonwealth funds to eliminate or remove a computer virus or malicious, mischievous or destructive programming that results from the Contractor's failure to take proactive measures to keep virus or malicious, mischievous or destructive programming from originating from the Contractor or any of its employees, subcontractors or consultants through appropriate firewalls and maintenance of

anti-virus software and software security updates (such as operating systems security patches, etc.).

- (c) In the event of destruction or modification of Software, the Contractor shall eliminate the virus, malicious, mischievous or destructive programming, restore the PGCB's or Commonwealth's software, and be liable to the PGCB or the Commonwealth for any resulting damages.
- (d) The Contractor shall be responsible for reviewing PGCB and/or Commonwealth software security standards and complying with those standards.
- (e) The PGCB may, at any time, audit, by a means deemed appropriate by the PGCB, any computing devices being used by representatives of the Contractor to provide Services to the PGCB for the sole purpose of determining whether those devices have anti-virus software with current virus signature files and the current minimum operating system patches or workarounds have been installed. Devices found to be out of compliance will immediately be disconnected and will not be permitted to connect or reconnect to the PGCB network until the proper installations have been made.
- (f) The Contractor may use the anti-virus software used by the PGCB to protect Contractor's computing devices used in the course of providing services to the PGCB. It is understood that the Contractor may not install the software on any computing device not being used to provide services to the PGCB, and that all copies of the software will be removed from all devices upon termination of this Contract.
- (g) The PGCB will not be responsible for any damages to the Contractor's computers, data, software, etc. caused as a result of the installation of the PGCB's anti-virus software or monitoring software on the Contractor's computers.

42. PATENT, COPYRIGHT, TRADEMARK AND TRADE SECRET PROTECTION.

- (a) The Contractor shall hold the PGCB harmless from any suit or proceeding which may be brought by a third party against the PGCB, its departments, officers or employees for the alleged infringement of any United States or foreign patents, copyrights, trademarks or trade dress, or for a misappropriation of trade secrets arising out of performance of this Contract, including all work, services, materials, reports, studies, and computer programs provided by the Contractor, and in any such suit or proceeding will satisfy any final award for such infringement, including costs. The PGCB agrees to give Contractor prompt notice of any such claim of which it learns. Pursuant to the [Commonwealth Attorneys Act](#), Act of October 15, 1980, P.L. 950, No. 164, as amended, 71 P.S. § 732-101—732-506, the Office of Attorney General (OAG) has the sole authority to represent the PGCB in actions brought against the PGCB. The OAG, however, in its sole discretion and under the terms it deems appropriate, may delegate its right of defense. If OAG delegates the defense to the Contractor, the PGCB will cooperate with all reasonable requests of Contractor made in the defense of such suits. No settlement that

prevents the PGCB from continuing to use the Developed Works as provided herein shall be made without the Commonwealth's prior written consent. In all events, the PGCB shall have the right to participate in the defense of any such suit or proceeding through counsel of its own choosing. It is expressly agreed by the Contractor that, in the event it requests that the PGCB provide support to the Contractor in defending any such claim, the Contractor shall reimburse the PGCB for all expenses (including attorneys' fees, if such are made necessary by the Contractor's request) incurred by the PGCB for such support. If OAG does not delegate the defense of the matter, the Contractor's obligation to indemnify ceases. The Contractor, at its expense, will provide whatever cooperation OAG requests in the defense of the suit.

- (b) The Contractor agrees to exercise reasonable due diligence to prevent claims of infringement on the rights of third parties. The Contractor certifies that, in all respects applicable to this Contract, it has exercised and will continue to exercise due diligence to ensure that all works produced under this Contract do not infringe on the patents, copyrights, trademarks, trade dress, trade secrets or other proprietary interests of any kind which may be held by third parties. The Contractor also agrees to certify that work produced for the PGCB under this contract shall be free and clear from all claims of any nature.
- (c) If the defense of the suit is delegated to the Contractor, the Contractor shall pay all damages and costs awarded therein against the PGCB. If information and assistance are furnished by the PGCB at the Contractor's written request, it shall be at the Contractor's expense, but the responsibility for such expense shall be only that within the Contractor's written authorization.
- (d) If, in the Contractor's opinion, the products, materials, reports, studies, or computer programs furnished hereunder are likely to or do become subject to a claim of infringement of a United States patent, copyright, trademark or trade dress, or for a misappropriation of trade secret, then without diminishing the Contractor's obligation to satisfy any final award, the Contractor may, at its option and expense:
 - (i) substitute functional equivalents for the alleged infringing products, materials, reports, studies, or computer programs; or
 - (ii) obtain the rights for the PGCB to continue the use of such products, materials, reports, studies, or computer programs.
- (e) If any of the products, materials, reports, studies, or computer programs provided by the Contractor are in such suit or proceeding held to constitute infringement and the use or publication thereof is enjoined, the Contractor shall, at its own expense and at its option, either procure the right to publish or continue use of such infringing products, materials, reports, studies, or computer programs, replace them with non-infringing items, or modify them so that they are no longer infringing.

- (f) If the Contractor is unable to do any of the preceding, the Contractor agrees to pay the PGCB:
 - (i) any amounts paid by the PGCB less a reasonable amount based on the acceptance and use of the deliverable;
 - (ii) any license fee less an amount for the period of usage of any software; and
 - (iii) the prorated portion of any service fees representing the time remaining in any period of service for which payment was made.
- (g) Notwithstanding the above, the Contractor shall have no obligation for:
 - (i) modification of any product, service, or deliverable provided by the PGCB;
 - (ii) any material provided by the PGCB to the Contractor and incorporated into, or used to prepare, a product, service, or deliverable;
 - (iii) use of the product, service, or deliverable in other than its specified operating environment;
 - (iv) the combination, operation, or use of the product, service, or deliverable with other products, services, or deliverables not provided by the Contractor as a system or the combination, operation, or use of the product, service, or deliverable, with any products, data, or apparatus that the Contractor did not provide;
 - (v) infringement of a non-Contractor product alone;
 - (vi) the PGCB's distribution, marketing or use beyond the scope contemplated by the Contract; or
 - (vii) the PGCB's failure to use corrections or enhancements made available to the PGCB by the Contractor at no charge.
- (h) The obligation to indemnify the PGCB, under the terms of this section, shall be the Contractor's sole and exclusive obligation for the infringement or misappropriation of intellectual property.

43. CONTRACT CONSTRUCTION.

The provisions of this Contract shall be construed in accordance with the provisions of all applicable laws and regulations of the Commonwealth. However, by executing this Contract, the Contractor agrees that it has and will continue to abide by the intellectual property laws and regulations of the United States of America.

44. USE OF CONTRACTOR AND THIRD PARTY PROPERTY.

(a) Definitions.

- (i) “Contractor Property” refers to Contractor-owned tangible and intangible property.
- (ii) “Third Party” refers to a party that licenses its property to Contractor for use under this Contract.
- (iii) “Third Party Property” refers to property licensed by the Contractor for use in its work under this Contract.

(b) Contractor Property shall remain the sole and exclusive property of the Contractor. Third Party Property shall remain the sole and exclusive property of the Third Party. The PGCB acquires rights to the Contractor Property and Third Party Property as set forth in this Contract.

- (i) Where the Contractor Property or Third Party Property is integrated into the Supplies or Services which are not Developed Works), or the Contractor Property is otherwise necessary for the PGCB to attain the full benefit of the Supplies or Services in accordance with the terms of the Contract, the Contractor hereby grants to the PGCB a non-exclusive, fully-paid up, worldwide license to use the Contractor Property as necessary to meet the requirements of the Contract, including the rights to reproduce, distribute, publicly perform, display and create derivative works of the Contractor Property. These rights are granted for a duration and to an extent necessary to meet the requirements under this Contract. If the Contractor requires a separate license agreement, such license terms shall include the aforementioned rights, be acceptable to the PGCB and include the applicable provisions set forth in these terms at Appendix M, Software License Requirements
- (ii) If Third Party Property is integrated into the Supplies or Services which are not Developed Works, or the Third Party Property is otherwise necessary for the PGCB to attain the full benefit of the Supplies or Services in accordance with the terms of the Contract, the Contractor shall gain the written approval of the PGCB prior to the use of the Third Party Property or the integration of the Third Party Property into the Supplies or Services. Third Party Property approved by the PGCB is hereby licensed to the PGCB as necessary to meet the Contract requirements.
- (iii) If the Third Party requires a separate license agreement, the license terms shall be acceptable to the PGCB and include the applicable provisions set forth in these terms Appendix M, Software License Requirements.

- (iv) If the use or integration of the Third Party Property is not approved in writing under this section, the Third Party Property shall be deemed to be licensed under [paragraph \(b\)\(i\)](#) above.
- (v) If the Contract expires or is terminated for default pursuant to [subsection 28\(c\)](#) before the Contract requirements are complete, all rights are granted for a duration and for purposes necessary to facilitate PGCB's or a PGCB-approved vendor's completion of the Supplies, Services or Developed Works under this Contract. The Contractor, in the form used by Contractor in connection with the Supplies, Services, or Developed Works, shall deliver to PGCB the object code version of such Contractor Property, the Third Party Property and associated licenses immediately prior to such expiration or termination to allow the PGCB to complete such work.
- (vi) Where third party users are reasonably anticipated by the Contract, all users are granted the right to access and use Contractor Property for the purposes of and within the scope indicated in the Contract.
- (c) The PGCB will limit its agents and contractors' use and disclosure of the Contractor Property as necessary to perform work on behalf of the PGCB.
- (d) The parties agree that the PGCB, by acknowledging the Contractor Property, does not agree to any terms and conditions of the Contractor Property agreements that are inconsistent with or supplemental to this Contract.
- (e) Reports. When a report is provided under this Contract, but was not developed specifically for the PGCB under this Contract, the ownership of the report will remain with the Contractor; provided, however, that the PGCB has the right to use, copy and distribute the report within the executive agencies of the Commonwealth.

45. USE OF COMMONWEALTH PROPERTY.

"Commonwealth Property" refers to Commonwealth-owned Software, Data and property (including intellectual property) and third party owned Software and property (including intellectual property) licensed to the Commonwealth.

- (a) Confidentiality of Commonwealth Property. All Commonwealth Property provided to the Contractor pursuant to this Contract or collected or generated by the Contractor on behalf of the Commonwealth pursuant to this Contract shall be considered confidential information under [Section 31, Confidentiality, Privacy, and Compliance](#).
- (b) License grant and restrictions. During the term of this Contract, Commonwealth grants to Contractor and its subcontractors for the limited purpose of providing the Services covered under this Contract, a limited, nonexclusive, nontransferable, royalty-free right (subject to the terms of any third party agreement to which the Commonwealth is a party) to access, use, reproduce, and modify Commonwealth

Property in accordance with the terms of the Contract. The Commonwealth's license to Contractor is limited by the terms of this Contract.

- (i) The Contractor hereby assigns to the Commonwealth its rights, if any, in any derivative works resulting from Contractor's modification of the Commonwealth Intellectual Property. Contractor agrees to execute any documents required to evidence this assignment and to waive any moral rights and rights of attribution provided for in Section 106A of Title 17 of the United States Code, the *Copyright Act of 1976*, as amended.
 - (ii) Neither Contractor nor any of its subcontractors may decompile or reverse engineer, or attempt to decompile or reverse engineer, any of the Commonwealth Intellectual Property. Commonwealth hereby represents that it has the authority to provide the license grant and rights set forth in this section.
- (c) Reservation of rights. All rights not expressly granted here to Contractor are reserved by the Commonwealth.
- (d) Termination of Commonwealth license grant.
 - (i) *Rights Cease.* Upon the expiration or termination for any reason of Contractor's obligation to provide the Services under this Contract, all rights granted to Contractor under this section shall immediately cease.
 - (ii) *Return Commonwealth Property.* Contractor shall, at no cost to Commonwealth, deliver to Commonwealth all of the Commonwealth Intellectual Property (including any related source code then in Contractor's possession or under its control) in the form in use as of the Effective Date of such expiration or termination (except that Commonwealth Data shall be turned over in a form acceptable to the Commonwealth).
 - (iii) *List of utilized Commonwealth Property/Destruction.* Within **15 days** after termination, Contractor shall provide the Commonwealth with a current copy of the list of Commonwealth Intellectual Property in use as of the date of such expiration or termination. Concurrently therewith, Contractor shall destroy or erase all other copies of any of the Commonwealth Software then in Contractor's possession or under its control unless otherwise instructed by Commonwealth, in writing; provided, however, that Contractor may retain one archival copy of such Commonwealth Software, until final resolution of any actively asserted pending disputes between the Parties, such retention being for the sole purpose of resolving such disputes.
- (e) Effect of license grant termination. Consistent with the provisions of this section, Contractor shall refrain from manufacturing, copying, marketing, distributing or

using any Commonwealth Software or any other work which incorporates the Commonwealth Software.

(f) Commonwealth Property Protection.

- (i) Contractor acknowledges Commonwealth's exclusive right, title and interest, including without limitation copyright and trademark rights, in and to Commonwealth Data, Commonwealth Software and the Developed Works developed under the provisions of this Contract, and Contractor shall not, directly or indirectly, do or cause to be done any act or thing contesting or in any way impairing or tending to impair any part of said right, title, and interest, and shall not use or disclose the Commonwealth Data, Commonwealth Software or the Developed Works without Commonwealth's written consent, which consent may be withheld by the Commonwealth for any reason.
- (ii) Contractor shall not, in any manner, represent that Contractor has any ownership interest in the Commonwealth Data, Commonwealth Software or the Developed Works.

46. OWNERSHIP OF DEVELOPED WORKS.

Unless otherwise specified in the Contract's Statement of Work, ownership of all Developed Works shall be in accordance with the provisions set forth in this section.

(a) Rules for usage for Developed Works.

- (i) *Property of Contractor.* If Developed Works modify, improve, contain, or enhance application software programs or other materials generally licensed by the Contractor, then such Developed Works shall be the property of the Contractor, and Contractor hereby grants PGCB an irrevocable, nonexclusive, worldwide, fully paid-up license (to include source code and relevant documentation) in perpetuity to use, modify, execute, reproduce, display, perform, prepare derivative works from and distribute, within the PGCB, such Developed Works.
- (ii) *Property of PGCB/licensor.* If the Developed Works modify, improve or enhance application software or other materials not licensed to the PGCB by the Contractor, then such modifications, improvements and enhancements shall be the property of the PGCB or its licensor.

(b) Copyright Ownership.

- (i) *Works made for hire; general.* Except as indicated in [paragraph \(a\)\(i\)](#), above, Developed Works developed as part of the scope of work for the Project, including Developed Works developed by subcontractors, are the sole and exclusive property of the PGCB and shall be considered "works

made for hire” under the *Copyright Act of 1976*, as amended, 17 United States Code.

- (ii) *Assignment.* In the event that the Developed Works do not fall within the specifically enumerated works that constitute works made for hire under the United States copyright laws, Contractor agrees to assign and, upon their authorship or creation, expressly and automatically assigns, all copyright interests, proprietary rights, trade secrets, and other right, title, and interest in and to such Developed Works to PGCB. Contractor further agrees that it will have its subcontractors assign, and upon their authorship or creation, expressly and automatically assigns all copyright interest, proprietary rights, trade secrets, and other right, title, and interest in and to the Developed Works to the PGCB.
 - (iii) *Rights to PGCB.* PGCB shall have all rights accorded an owner of copyright under the United States copyright laws including, but not limited to, the exclusive right to reproduce the Developed Works in multiple copies, the right to distribute copies by sales or other transfers, the right to register all copyrights in its own name as author in the United States and in foreign countries, the right to prepare derivative works based upon the Developed Works and the right to display the Developed Works.
 - (iv) *Subcontracts.* The Contractor further agrees that it will include the requirements of this section in any subcontractor or other agreement with third parties who in any way participate in the creation or development of Developed Works.
 - (v) *Completion or termination of Contract.* Upon completion or termination of this Contract, Developed Works, or completed portions thereof, shall immediately be delivered by Contractor to the PGCB.
 - (vi) *Warranty of noninfringement.* Contractor represents and warrants that the Developed Works are original and do not infringe any copyright, patent, trademark, or other intellectual property right of any third party and are in conformance with the intellectual property laws and regulations of the United States.
- (c) Patent ownership. Contractor and its subcontractors shall retain ownership to patentable items, patents, processes, inventions or discoveries (collectively, the Patentable Items) made by the Contractor during the performance of this Contract. Notwithstanding the foregoing, the PGCB shall be granted a nonexclusive, nontransferable, royalty free license to use or practice the Patentable Items. PGCB may disclose to third parties any such Patentable Items made by Contractor or any of its subcontractors under the scope of work for the Project that have been previously publicly disclosed. PGCB understands and agrees that any third party disclosure will not confer any license to such Patentable Items.

- (d) Federal government interests. Certain funding under this Contract may be provided by the federal government. Accordingly, the rights to Developed Works or Patentable Items of Contractors or subcontractors hereunder will be further subject to government rights as set forth in 37 C.F.R. [Part 401](#), as amended, and other applicable law or regulations.
- (e) Usage rights. Except as otherwise covered by this section either Party, in the ordinary course of conducting business, may use any ideas, concepts, know-how, methodologies, processes, components, technologies, algorithms, designs, modules or techniques relating to the Services.
- (f) Contractor's copyright notice obligations. Contractor will affix the following Copyright Notice to the Developed Works developed under this section and all accompanying documentation: "*Copyright © [year] by the Pennsylvania Gaming Control Board. All Rights Reserved.*" This notice shall appear on all versions of the Developed Works delivered under this Contract and any associated documentation. It shall also be programmed into any and all Developed Works delivered hereunder so that it appears at the beginning of all visual displays of such Developed Works.

47. SOURCE CODE AND ESCROW ITEMS OBLIGATIONS.

- (a) Source code. Simultaneously with delivery of the Developed Works to PGCB, Contractor shall deliver a true, accurate and complete copy of all source codes relating to the Developed Works.
- (b) Escrow. To the extent that Developed Works and/or any perpetually-licensed software include application software or other materials generally licensed by the Contractor, Contractor agrees to place in escrow with an escrow agent copies of the most current version of the source code for the applicable software that is included as a part of the Services, including all updates, improvements, and enhancements thereof from time to time developed by Contractor.
- (c) Escrow agreement. An escrow agreement must be executed by the parties, with terms acceptable to the PGCB, prior to deposit of any source code into escrow.
- (d) Obtaining source code. Contractor agrees that upon the occurrence of any event or circumstance which demonstrates with reasonable certainty the inability or unwillingness of Contractor to fulfill its obligations to PGCB under this Contract, PGCB shall be able to obtain the source code of the then-current source codes related to Developed Works and/or any Contractor Property placed in escrow under [subsection \(b\)](#), above, from the escrow agent.

48. LOCATION, STATUS AND DISPOSITION OF DATA.

Unless the Solicitation specifies otherwise:

- (i) All Data must be stored within the United States;
- (ii) The Contractor shall be responsible for maintaining the privacy, security and integrity of Data in the Contractor's or its subcontractors' possession;
- (iii) All Data shall be provided to the PGCB upon request, in a form acceptable to the PGCB and at no cost;
- (iv) Any Data shall be destroyed by the Contractor at the PGCB's request; and
- (v) Any Data shall be held for litigation or public records purposes by the Contractor at the PGCB's request, and in accordance with the security, privacy and accessibility requirements of this Contract.

49. PUBLICATION RIGHTS AND/OR COPYRIGHTS.

- (a) Except as otherwise provided in [Section 46, Ownership of Developed Works](#), the Contractor shall not publish any of the results of the work without the written permission of the PGCB. The publication shall include the following statement: "The opinions, findings, and conclusions expressed in this publication are those of the author and not necessarily those of the Pennsylvania Gaming Control Board." The Contractor shall not include in the documentation any copyrighted matter, unless the Contractor provides the PGCB with written permission of the copyright owner.
- (b) Except as otherwise provided in the Contract, the PGCB shall have unrestricted authority to reproduce, distribute, and use any submitted report or data designed or developed and delivered to the PGCB as part of the performance of the Contract.

50. CHANGE OF OWNERSHIP OR INSOLVENCY.

In the event that the Contractor should change ownership for any reason whatsoever, the PGCB shall have the exclusive option of continuing under the terms and conditions of this Contract with the Contractor or its successors or assigns for the full remaining term of this Contract, or continuing under the terms and conditions of this Contract with the Contractor or its successors or assigns for such period of time as is necessary to replace the products, materials, reports, studies, or computer programs, or immediately terminating this Contract. Nothing in this section limits the PGCB's exercise of any rights that the PGCB may have under [Section 28, Termination](#).

51. OFFICIALS NOT TO BENEFIT.

No official or employee of the PGCB or the interest of any corporation, partnership, or association in which they are, directly or indirectly, interested; nor shall any such official or employee of the PGCB have any interest, direct or indirect, in this Contract or the proceeds thereof.

52. COMPLIANCE WITH LAWS.

- (a) The Contractor shall comply with all federal, state and local laws, regulations and policies applicable to its Services or Supplies, including, but not limited to, all statutes, regulations and rules that are in effect as of the Effective Date of the Contract and shall procure at its expense all licenses and all permits necessary for the fulfillment of its obligation.
- (b) If any existing law, regulation or policy is changed or if any new law, regulation or policy is enacted that affects the Services or Supplies provided under this Contract, the Parties shall modify this Contract, via [Section 27, Changes](#), to the extent reasonably necessary to:
 - (i) Ensure that such Services or Supplies will be in full compliance with such laws, regulations and policies; and
 - (ii) Modify the rates applicable to such Services or Supplies, unless otherwise indicated in the Solicitation.

53. THE AMERICANS WITH DISABILITIES ACT.

During the term of this Contract, the Contractor agrees as follows:

- (a) Pursuant to federal regulations promulgated under the authority of *The Americans With Disabilities Act*, 28 C.F.R. § 35.101, *et seq.*, the Contractor understands and agrees that no individual with a disability shall, on the basis of the disability, be excluded from participation in this Contract or from activities provided for under this Contract. As a condition of accepting and executing this Contract, the Contractor agrees to comply with the *General Prohibitions Against Discrimination*, 28 C.F.R. § 35.130, and all other regulations promulgated under Title II of *The Americans With Disabilities Act* which are applicable to the benefits, services, programs, and activities provided by the Commonwealth of Pennsylvania through Contracts with outside Contractors.
- (b) The Contractor shall be responsible for and agrees to indemnify and hold harmless the PGCB from losses, damages, expenses claims, demands, suits, and actions brought by any party against the PGCB as a result of the Contractor's failure to comply with the provisions of [subsection \(a\)](#).

54. EXAMINATION OF RECORDS.

- (a) The Contractor agrees to maintain, using its standard procedures, and in accordance with Generally Accepted Accounting Principles, books, records, documents, and other evidence pertaining to the charges under this Contract to the extent and in such detail as will properly reflect all charges for which reimbursement is claimed under the provisions of this Contract.
- (b) The Contractor agrees to make available at the office of the Contractor at all reasonable times, and upon reasonable written notice, during the term of this Contract and the period set forth in [subsection \(c\)](#) below, any of the records for inspection, audit, or reproduction by any authorized PGCB representative. To the extent allowed by applicable laws or regulations, the PGCB agrees to maintain any documents so provided in accordance with the confidentiality provisions in [Section 31, Confidentiality, Privacy and Compliance](#).
- (c) The Contractor shall preserve and make available its records for a period of **three (3) years** from the date of final payment under this Contract.
 - (i) If this Contract is completely or partially terminated, the records relating to the work terminated shall be preserved and made available for a period of **three (3) years** from the date of any resulting final settlement.
 - (ii) Non-privileged records which relate to litigation or the settlement of claims arising out of the performance of this Contract, or charges under this Contract as to which exception has been taken by the auditors, shall be retained by the Contractor until such litigation, claims, or exceptions have been finally resolved.
- (d) Except for documentary evidence retained pursuant to [paragraph \(c\)\(ii\)](#) above, the Contractor may in fulfillment of its obligation to retain its records as required by this section substitute photographs, microphotographs, or other authentic reproductions of such records, after the expiration of **two (2) years** following the last day of the month of reimbursement to the Contractor of the invoice or voucher to which such records relate, unless a shorter period is authorized by the PGCB with the concurrence of its auditors.
- (e) The provisions of this section shall be applicable to and included in each subcontract hereunder.

55. SINGLE AUDIT ACT OF 1984.

In compliance with the *Single Audit Act of 1984*, as amended, the Contractor agrees to the following:

- (a) This Contract is subject to audit by federal and state agencies or their authorized representative in accordance with the auditing standards promulgated by the

Comptroller General of the United States and specified in the most current version of [Government Auditing Standards](#) (Yellow Book).

- (b) The audit requirement of this Contract will be satisfied if a single audit is performed under the provisions of the *Single Audit Act of 1984*, as amended, 31 U.S.C. § [7501, et seq.](#), and all rules and regulations promulgated pursuant to the Act.
- (c) The PGCB reserves the right for federal and state agencies or their authorized representatives to perform additional audits of a financial/compliance, economy/efficiency, or program results nature, if deemed necessary.
- (d) The Contractor further agrees to comply with requirements that may be issued by the state agency upon receipt of additional guidance received from the federal government regarding the *Single Audit Act of 1984*, as amended.

56. AGENCY-SPECIFIC SENSITIVE AND CONFIDENTIAL COMMONWEALTH DATA (IF APPLICABLE).

- (a) Contractor understands that its level of access may allow or require it to view or access highly sensitive and confidential Commonwealth and third party data. This data is subject to various state and federal laws, regulations and policies that vary from agency to agency, and from program to program within an agency. If applicable, prior to deployment of the Supplies or Services, the Contractor must receive and sign off on particular instructions and limitations as dictated by that Commonwealth agency, including but not limited to, as necessary, HIPAA Business Associate Agreements.
- (b) The Contractor hereby certifies and warrants that, after being informed by the Commonwealth agency of the nature of the data which may be implicated and prior to the deployment of the Supplies or Services, the Contractor is and shall remain compliant with all applicable state and federal laws, regulations and policies regarding the data's protection, and with the requirements memorialized in every completed and signed sign-off document. Every sign-off document completed by a Commonwealth agency and signed by at least one signatory authorized to bind the Contractor is valid and is hereby integrated and incorporated by reference into this Contract.
- (c) This section does not require a Commonwealth agency to exhaustively list the laws, regulations or policies to which implicated data is subject; the Commonwealth agency is obligated only to list the nature of the data implicated by the Contractor's access, to refer the Contractor to its privacy and security policies, and to specify requirements that are not otherwise inherent in compliance with applicable laws, regulations and policies.
- (d) The requirements of this section are in addition to and not in lieu of other requirements of this Contract, its Exhibits, Appendices and Attachments, having to do with data privacy and security, including but not limited to the requirement that

the Contractor comply with all applicable Commonwealth ITPs, which can be found at <https://www.oa.pa.gov/Policies/Pages/itp.aspx>.

- (e) Contractor shall conduct additional background checks, in addition to those required in [Section 29, Background Checks](#), as may be required by a Commonwealth agency in its sign-off documents. The Contractor shall educate and hold its agents, employees, contractors and subcontractors to standards at least as stringent as those contained in this Contract. The Contractor shall provide information regarding its agents, employees, contractors and subcontractors to the Commonwealth upon request.

57. FEDERAL REQUIREMENTS.

If applicable, the Contractor must receive and sign off on particular federal requirements that a Commonwealth agency may be required to include when utilizing federal funds to procure the Supplies and Services. This sign-off document, in addition to any applicable requirements of [Section 56, Agency-Specific Sensitive and Confidential Commonwealth Data](#), will include a description of the required federal provisions, along with the applicable forms necessary for the Contractor and/or Software Licensor to execute, as necessary. Every sign-off document completed by a Commonwealth agency and signed by at least one signatory authorized to bind the Contractor is valid and is hereby integrated and incorporated by reference into this Contract.

58. ADDITIONAL FEDERAL PROVISIONS.

Additional contract provisions may be incorporated into this Contract pursuant to federal law, regulation or policy.

59. ENVIRONMENTAL PROTECTION.

In carrying out this Contract, the Contractor shall minimize pollution and shall strictly comply with all applicable environmental laws and regulations, including the [Clean Streams Law](#), Act of June 22, 1937 (P.L. 1987, No. 394), as amended, 35 P.S. §§ 691.1—691.801; the [Solid Waste Management Act](#), Act of July 7, 1980 (P.L. 380, No. 97), as amended, 35 P.S. §§ 6018.101—68.1003; and the [Dam Safety and Encroachment Act](#), Act of November 26, 1978 (P.L. 1375, No. 325), as amended, 32 P.S. §§ 693.1—693.27.

60. NONDISCRIMINATION/SEXUAL HARASSMENT CLAUSE.

The Contractor agrees:

- (a) In the hiring of any employee(s) for the manufacture of supplies, performance of work, or any other activity required under the contract or any subcontract, the Contractor, each subcontractor, or any person acting on behalf of the Contractor or subcontractor shall not discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the [Pennsylvania Human Relations Act \(PHRA\)](#) and applicable federal laws, against any citizen of

this Commonwealth who is qualified and available to perform the work to which the employment relates.

- (b) Neither the Contractor nor any subcontractor nor any person on their behalf shall in any manner discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the [PHRA](#) and applicable federal laws, against or intimidate any employee involved in the manufacture of supplies, the performance of work, or any other activity required under the contract.
- (c) Neither the Contractor nor any subcontractor nor any person on their behalf shall in any manner discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the [PHRA](#) and applicable federal laws, in the provision of services under the contract.
- (d) Neither the Contractor nor any subcontractor nor any person on their behalf shall in any manner discriminate against employees by reason of participation in or decision to refrain from participating in labor activities protected under the [Public Employee Relations Act](#), [Pennsylvania Labor Relations Act](#) or [National Labor Relations Act](#), as applicable and to the extent determined by entities charged with such Acts' enforcement, and shall comply with any provision of law establishing organizations as employees' exclusive representatives.
- (e) The Contractor and each subcontractor shall establish and maintain a written nondiscrimination and sexual harassment policy and shall inform their employees in writing of the policy. The policy must contain a provision that sexual harassment will not be tolerated and employees who practice it will be disciplined. Posting this Nondiscrimination/Sexual Harassment Clause conspicuously in easily-accessible and well-lighted places customarily frequented by employees and at or near where the contracted services are performed shall satisfy this requirement for employees with an established work site.
- (f) The Contractor and each subcontractor shall not discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of [PHRA](#) and applicable federal laws, against any subcontractor or supplier who is qualified to perform the work to which the contract relates.
- (g) The Contractor and each subcontractor represents that it is presently in compliance with and will maintain compliance with all applicable federal, state, and local laws, regulations and policies relating to nondiscrimination and sexual harassment. The Contractor and each subcontractor further represents that it has filed a Standard Form 100 Employer Information Report ("EEO-1") with the U.S. Equal Employment Opportunity Commission ("EEOC") and shall file an annual EEO-1 report with the EEOC as required for employers' subject to *Title VII* of the *Civil Rights Act of 1964*, as amended, that have 100 or more employees and employers that have federal government contracts or first-tier subcontracts and have 50 or more employees. The Contractor and each subcontractor shall, upon request and within the time periods requested by the PGCB, furnish all necessary

employment documents and records, including EEO-1 reports, and permit access to their books, records, and accounts by the contracting agency and the Bureau of Diversity, Inclusion and Small Business Opportunities for purpose of ascertaining compliance with provisions of this Nondiscrimination/Sexual Harassment Clause.

- (h) The Contractor shall include the provisions of this Nondiscrimination/Sexual Harassment Clause in every subcontract so that those provisions applicable to subcontractors will be binding upon each subcontractor.
- (i) The Contractor's and each subcontractor's obligations pursuant to these provisions are ongoing from and after the effective date of the contract through the termination date thereof. Accordingly, the Contractor and each subcontractor shall have an obligation to inform the PGCB if, at any time during the term of the contract, it becomes aware of any actions or occurrences that would result in violation of these provisions.
- (j) The PGCB may cancel or terminate the contract and all money due or to become due under the contract may be forfeited for a violation of the terms and conditions of this Nondiscrimination/Sexual Harassment Clause. In addition, the agency may proceed with debarment or suspension and may place the Contractor in the Contractor Responsibility File.

61. CONTRACTOR INTEGRITY PROVISIONS.

It is essential that those who seek to contract with the PGCB observe high standards of honesty and integrity. They must conduct themselves in a manner that fosters public confidence in the integrity of the Commonwealth contracting and procurement process.

- (a) Definitions. For purposes of these Contractor Integrity Provisions, the following terms shall have the meanings found in this section:
 - (i) *"Affiliate"* means two or more entities where (a) a parent entity owns more than fifty percent of the voting stock of each of the entities; or (b) a common shareholder or group of shareholders owns more than fifty percent of the voting stock of each of the entities; or (c) the entities have a common proprietor or general partner.
 - (ii) *"Consent"* means written permission signed by a duly authorized officer or employee of the PGCB, provided that where the material facts have been disclosed, in writing, by prequalification, bid, proposal, or contractual terms, the PGCB shall be deemed to have consented by virtue of the execution of this contract.
 - (iii) *"Contractor"* means the individual or entity, that has entered into this contract with the PGCB.

- (iv) “*Contractor Related Parties*” means any affiliates of the Contractor and the Contractor’s executive officers, Pennsylvania officers and directors, or owners of 5 percent or more interest in the Contractor.
 - (v) “*Financial Interest*” means either:
 - (1) Ownership of more than a five percent interest in any business; or
 - (2) Holding a position as an officer, director, trustee, partner, employee, or holding any position of management.
 - (vi) “*Gratuity*” means tendering, giving or providing anything of more than nominal monetary value including, but not limited to, cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind. The exceptions set forth in the *Governor’s Code of Conduct, Executive Order 1980-18*, the 4 Pa. Code § [7.153\(b\)](#), shall apply.
 - (vii) “*Non-bid Basis*” means a contract awarded or executed by the PGCB with Contractor without seeking bids or proposals from any other potential bidder or offeror.
- (b) In furtherance of this policy, Contractor agrees to the following:
- (i) Contractor shall maintain the highest standards of honesty and integrity during the performance of this contract and shall take no action in violation of state or federal laws or regulations or any other applicable laws or regulations, or other requirements applicable to Contractor or that govern contracting or procurement with the PGCB.
 - (ii) Contractor shall establish and implement a written business integrity policy, which includes, at a minimum, the requirements of these provisions as they relate to the Contractor activity with the PGCB and PGCB employees and which is made known to all Contractor employees. Posting these Contractor Integrity Provisions conspicuously in easily-accessible and well-lighted places customarily frequented by employees and at or near where the contract services are performed shall satisfy this requirement.
 - (iii) Contractor, its affiliates, agents, employees and anyone in privity with Contractor shall not accept, agree to give, offer, confer, or agree to confer or promise to confer, directly or indirectly, any gratuity or pecuniary benefit to any person, or to influence or attempt to influence any person in violation of any federal or state law, regulation, executive order of the Governor of Pennsylvania, statement of policy, management directive or any other published standard of the PGCB in connection with performance of work under this contract, except as provided in this contract.

- (iv) Contractor shall not have a financial interest in any other contractor, subcontractor, or supplier providing services, labor, or material under this contract, unless the financial interest is disclosed to the PGCB in writing and the PGCB consents to Contractor's financial interest prior to PGCB execution of the contract. Contractor shall disclose the financial interest to the PGCB at the time of bid or proposal submission, or if no bids or proposals are solicited, no later than Contractor's submission of the contract signed by Contractor.
- (v) Contractor certifies to the best of its knowledge and belief that within the last **five (5) years** Contractor or Contractor Related Parties have not:
 - (1) been indicted or convicted of a crime involving moral turpitude or business honesty or integrity in any jurisdiction;
 - (2) been suspended, debarred or otherwise disqualified from entering into any contract with any governmental agency;
 - (3) had any business license or professional license suspended or revoked;
 - (4) had any sanction or finding of fact imposed as a result of a judicial or administrative proceeding related to fraud, extortion, bribery, bid rigging, embezzlement, misrepresentation or anti-trust; and
 - (5) been, and is not currently, the subject of a criminal investigation by any federal, state or local prosecuting or investigative agency and/or civil anti-trust investigation by any federal, state or local prosecuting or investigative agency.

If Contractor cannot so certify to the above, then it must submit along with its bid, proposal or contract a written explanation of why such certification cannot be made and the PGCB will determine whether a contract may be entered into with the Contractor. The Contractor's obligation pursuant to this certification is ongoing from and after the effective date of the contract through the termination date thereof. Accordingly, the Contractor shall have an obligation to immediately notify the PGCB in writing if at any time during the term of the contract it becomes aware of any event which would cause the Contractor's certification or explanation to change. Contractor acknowledges that the PGCB may, in its sole discretion, terminate the contract for cause if it learns that any of the certifications made herein are currently false due to intervening factual circumstances or were false or should have been known to be false when entering into the contract.

- (vi) Contractor shall comply with the requirements of the [Lobbying Disclosure Act](#) (65 Pa. C.S. § 13A01, et seq.) regardless of the method of award. If this contract was awarded on a Non-bid Basis, Contractor must also comply

with the requirements of the Section [1641](#) of the [Pennsylvania Election Code](#) (25 P.S. § 3260a).

- (vii) When Contractor has reason to believe that any breach of ethical standards as set forth in law, the Governor's Code of Conduct, or these Contractor Integrity Provisions has occurred or may occur, including but not limited to contact by a PGCB officer or employee which, if acted upon, would violate such ethical standards, Contractor shall immediately notify the PGCB contracting officer or the Office of the State Inspector General in writing.
- (viii) Contractor, by submission of its bid or proposal and/or execution of this contract and by the submission of any bills, invoices or requests for payment pursuant to the contract, certifies and represents that it has not violated any of these Contractor Integrity Provisions in connection with the submission of the bid or proposal, during any contract negotiations or during the term of the contract, to include any extensions thereof. Contractor shall immediately notify the PGCB in writing of any actions for occurrences that would result in a violation of these Contractor Integrity Provisions. Contractor agrees to reimburse the PGCB for the reasonable costs of investigation incurred by the Office of the State Inspector General for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the PGCB that results in the suspension or debarment of the Contractor. Contractor shall not be responsible for investigative costs for investigations that do not result in the Contractor's suspension or debarment.
- (ix) Contractor shall cooperate with the Office of the State Inspector General in its investigation of any alleged Commonwealth agency or employee breach of ethical standards and any alleged Contractor non-compliance with these Contractor Integrity Provisions. Contractor agrees to make identified Contractor employees available for interviews at reasonable times and places. Contractor, upon the inquiry or request of an Inspector General, shall provide, or if appropriate, make promptly available for inspection or copying, any information of any type or form deemed relevant by the Office of the State Inspector General to Contractor's integrity and compliance with these provisions. Such information may include, but shall not be limited to, Contractor's business or financial records, documents or files of any type or form that refer to or concern this contract. Contractor shall incorporate this subsection in any agreement, contract or subcontract it enters into in the course of the performance of this contract/agreement solely for the purpose of obtaining subcontractor compliance with this provision. The incorporation of this provision in a subcontract shall not create privity of contract between the PGCB and any such subcontractor, and no third party beneficiaries shall be created thereby.
- (x) For violation of any of these Contractor Integrity Provisions, the PGCB may terminate this and any other contract with Contractor, claim liquidated damages in an amount equal to the value of anything received in breach of

these Provisions, claim damages for all additional costs and expenses incurred in obtaining another contractor to complete performance under this contract, and debar and suspend Contractor from doing business with the PGCB. These rights and remedies are cumulative, and the use or non-use of any one shall not preclude the use of all or any other. These rights and remedies are in addition to those the PGCB may have under law, statute, regulation, or otherwise.

62. ASSIGNMENT OF RIGHTS UNDER THE ANTITRUST LAWS.

The Contractor and the PGCB recognize that in actual economic practice, overcharges by Contractor's suppliers resulting from violations of state and federal antitrust laws are in fact borne by the PGCB. As part of the consideration for the award of this Contract, and intending to be legally bound, the Contractor assigns to the PGCB all rights, title, and interest in and to any claims Contractor now has or may hereafter acquire under state and federal antitrust laws relating to the goods and services which are subject to this Contract.

63. WARRANTIES.

Except as otherwise set forth in the Contract, the Contractor warrants that the Services, Supplies and Developed Works will conform in all material respects to the functional specifications for the Services, Supplies and Developed Works and/or the requirements of the Contract. The warranty period for the Services, Supplies and Developed Works shall be **90 days** from final acceptance. If third-party Services, Supplies or Developed Works are subject to a warranty that exceeds **90 days** from final acceptance, the longer warranty period shall apply. The Contractor shall correct any non-conformity within the warranty period specified herein.

- (a) Disruption. The Contractor hereby represents and warrants to the PGCB that the Contractor will not cause, or take any action that, directly or indirectly, may cause a disruption of the PGCB's operations.
- (b) Nonconformity. In the event of any nonconformity with the foregoing warranties, the PGCB will provide written notification of such nonconformity to the Contractor and the Contractor, at no cost to the PGCB, shall within **10 days'** notice of the nonconformity, commence work to remedy the nonconformity and shall work diligently, at no charge to the PGCB, until such time as the deliverable conforms, in all material respects, to the Service requirements and/or the functional specifications of the Developed Works set forth in this Contract. The Contractor shall have no obligation with respect to nonconformities arising out of:
 - (i) Modifications to Developed Works made by the PGCB;
 - (ii) Use of the Developed Works not in accordance with the documentation or specifications applicable thereto;
 - (iii) Failure by the PGCB to implement any corrections or enhancements made available by the Contractor;

- (iv) Combination of the Developed Works with any items not supplied or approved by the Contractor; or
 - (v) Failure of any software licensed under a separate license agreement to conform to its specifications or documentation.
- (c) Industry standards. The Contractor hereby represents and warrants to the PGCB that the Services shall be performed in accordance with industry standards using the utmost care and skill.
- (d) Right to perform. The Contractor hereby represents and warrants to the PGCB that the Contractor has the necessary legal rights, including licenses to third party products, tools or materials, to perform the Services and deliver the Developed Works under this Contract.
- (e) Sole warranties. THE FOREGOING EXPRESS WARRANTIES ARE THE CONTRACTOR'S SOLE AND EXCLUSIVE WARRANTIES AND NO OTHER WARRANTIES, EXPRESS OR IMPLIED, SHALL APPLY, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

64. LIQUIDATED DAMAGES.

- (a) By accepting this Contract, the Contractor agrees to the delivery and acceptance requirements of this Contract. If a due date is not met, the delay will interfere with the PGCB's program. In the event of any such delay, it would be impractical and extremely difficult to establish the actual damage for which the Contractor is the material cause. The PGCB and the Contractor therefore agree that in the event of any such delay, the amount of damage shall be the amount set forth in this section, unless otherwise indicated in the Contract, and agree that the Contractor shall pay such amount as liquidated damages, not as a penalty. Such liquidated damages are in lieu of all other damages arising from such delay.
- (b) The amount of liquidated damages shall be as set out in the Solicitation. If not amount is set out in the Solicitation, the amount of liquidated damages for failure to meet a due date shall be three-tenths of a percent (.3%) of the price of the deliverable for each calendar day following the scheduled completion date. If the price of the deliverable associated with the missed due date is not identified, liquidated damages shall apply to the total value of the Contract. Liquidated damages shall be assessed each calendar day until the date on which the Contractor meets the requirements for the deliverable associated with the due date, up to a maximum of **30 days**. If indicated in the Contract, the Contractor may recoup all or some of the amount of liquidated damages assessed if the Contractor meets the final project completion date set out in the Contract.

- (c) If, at the end of the **30-day** period specified in [subsection \(b\)](#) above, the Contractor still has not met the requirements for the deliverable associated with the due date, then the PGCB, at no additional expense and at its option, may either:
 - (i) Immediately terminate the Contract in accordance with [Subsection 28\(c\)](#) and with no opportunity to cure; or
 - (ii) Order the Contractor to continue with no decrease in effort until the work is completed in accordance with the Contract and accepted by the PGCB or until the PGCB terminates the Contract. If the Contract is continued, any liquidated damages will also continue until the work is completed.
- (d) At the end of a calendar month, or at such other time(s) as identified in the Contract, liquidated damages shall be paid by the Contractor and collected by the PGCB by:
 - (i) Deducting the amount from the invoices submitted under this Contract or any other contract Contractor has with the PGCB;
 - (ii) Collecting the amount through the performance security, if any; or
 - (iii) Billing the Contractor as a separate item.

65. SERVICE LEVELS.

- (a) The Contractor shall comply with the procedures and requirements of the Service Level Agreements, if any, which are made part of this Contract.
- (b) Where there are expressly defined Service Levels, Contractor shall measure and report its performance against these standards on at least a monthly basis, except as may otherwise be agreed between the parties. Regardless of the presence or absence of expressly defined Service Levels, any failure to adequately or timely perform a Service may result in consequences under this Contract, up to and including Contract termination.
- (c) The PGCB's acceptance of any financial credit incurred by the Contractor in favor of the PGCB for a Service Level default ("Service Level Credit") shall not bar or impair PGCB's rights and remedies in respect of the failure or root cause as set forth elsewhere in this Contract, including without limitation other claims for liquidated damages, injunctive relief and termination rights; provided however, Service Level Credits paid would be credited against any such claims for damages.

66. FORCE MAJEURE.

- (a) Neither party will incur any liability to the other if its performance of any obligation under this Contract is prevented or delayed by causes beyond its control and without the fault or negligence of either party. Causes beyond a party's control may include, but are not limited to, acts of God or war, changes in controlling law,

regulations, orders or the requirements of any governmental entity, severe weather conditions, civil disorders, natural disasters, fire, epidemics and quarantines, general strikes throughout the trade, and freight embargoes.

- (b) The Contractor shall notify the PGCB orally within **five (5) days** and in writing within **10 days** of the date on which the Contractor becomes aware, or should have reasonably become aware, that such cause would prevent or delay its performance. Such notification shall (i) describe fully such cause(s) and its effect on performance, (ii) state whether performance under the contract is prevented or delayed and (iii) if performance is delayed, state a reasonable estimate of the duration of the delay. The Contractor shall have the burden of proving that such cause(s) delayed or prevented its performance despite its diligent efforts to perform and shall produce such supporting documentation as the PGCB may reasonably request. After receipt of such notification, the PGCB may elect to cancel the Contract, or to extend the time for performance as reasonably necessary to compensate for the Contractor's delay.
- (c) In the event of a declared emergency by competent governmental authorities, the PGCB by notice to the Contractor, may suspend all or a portion of the Contract.

67. PUBLICITY/ADVERTISEMENT.

The Contractor shall not issue news releases, internet postings, advertisements, endorsements, or any other public communication without prior written approval of the PGCB, and then only in coordination with the PGCB. This includes the use of any trademark or logo.

68. TERMINATION ASSISTANCE.

- (a) Upon the PGCB's request, Contractor shall provide termination assistance services (Termination Assistance Services) directly to the PGCB, or to any vendor designated by the PGCB. The PGCB may request termination assistance from the Contractor upon full or partial termination of the Contract and/or upon the expiration of the Contract term, including any renewal periods. Contractor shall take all necessary and appropriate actions to accomplish a complete, timely and seamless transition of any Services from Contractor to the PGCB, or to any vendor designated by the PGCB, without material interruption of or material adverse impact on the Services. Contractor shall cooperate with the PGCB and any new contractor and otherwise promptly take all steps required or reasonably requested to assist the PGCB in effecting a complete and timely transition of any Services.
- (b) Such Termination Assistance Services shall first be rendered using resources included within the fees for the Services, provided that the use of such resources shall not adversely impact the level of service provided to the PGCB; then by resources already included within the fees for the Services, to the extent that the PGCB permits the level of service to be relaxed; and finally, using additional resources at costs determined by the Parties via [Section 27, Changes](#).

69. NOTICE.

Any written notice to any party under this Agreement shall be deemed sufficient if delivered personally, or by facsimile, telecopy, electronic or digital transmission (provided such delivery is confirmed), or by a recognized overnight courier service (e.g., DHL, Federal Express, etc.), with confirmed receipt, or by certified or registered United States mail, postage prepaid, return receipt requested, sent to the address such party may designate by notice given pursuant to this section.

70. RIGHT-TO-KNOW LAW.

- (a) The Pennsylvania Right-to-Know Law, 65 P.S. §§ 67.101—3104, *as amended*, (“RTKL”) applies to this Contract.
- (b) If the PGCB needs the Contractor’s assistance in any matter arising out of the RTKL that is related to this Contract, it shall notify the Contractor using the legal contact information provided in this Contract. The Contractor, at any time, may designate a different contact for such purpose upon reasonable prior written notice to the PGCB.
- (c) Upon written notification from the PGCB that it requires the Contractor’s assistance in responding to a request under the RTKL for information related to this Contract that may be in the Contractor’s possession, constituting, or alleged to constitute, a public record in accordance with the RTKL (“Requested Information”), the Contractor shall:
 - (i) Provide the PGCB, within **10 days** after receipt of written notification, access to, and copies of, any document or information in the Contractor’s possession arising out of this Contract that the PGCB reasonably believes is Requested Information and may be a public record under the RTKL; and
 - (ii) Provide such other assistance as the PGCB may reasonably request, in order to comply with the RTKL with respect to this Contract.
- (d) If the Contractor considers the Requested Information to include a request for a Trade Secret or Confidential Proprietary Information, as those terms are defined by the RTKL, or other information that the Contractor considers exempt from production under the RTKL, the Contractor must notify the PGCB and provide, within **seven (7) days** of receiving the written notification, a written statement signed by a representative of the Contractor explaining why the requested material is exempt from public disclosure under the RTKL.
- (e) The PGCB will rely upon the written statement from the Contractor in denying a RTKL request for the Requested Information unless the PGCB determines that the Requested Information is clearly not protected from disclosure under the RTKL. Should the PGCB determine that the Requested Information is clearly not exempt from disclosure, the Contractor shall provide the Requested Information within **five (5) business days** of receipt of written notification of the PGCB’s determination.

- (f) If the Contractor fails to provide the Requested Information within the time period required by these provisions, the Contractor shall indemnify and hold the PGCB harmless for any damages, penalties, costs, detriment or harm that the PGCB may incur as a result of the Contractor's failure, including any statutory damages assessed against the PGCB.
- (g) The PGCB will reimburse the Contractor for any costs associated with complying with these provisions only to the extent allowed under the fee schedule established by the Office of Open Records or as otherwise provided by the [RTKL](#) if the fee schedule is inapplicable.
- (h) The Contractor may file a legal challenge to any PGCB decision to release a record to the public with the Office of Open Records, or in the Pennsylvania Courts, however, the Contractor shall indemnify the PGCB for any legal expenses incurred by the PGCB as a result of such a challenge and shall hold the PGCB harmless for any damages, penalties, costs, detriment or harm that the PGCB may incur as a result of the Contractor's failure, including any statutory damages assessed against the PGCB, regardless of the outcome of such legal challenge. As between the parties, the Contractor agrees to waive all rights or remedies that may be available to it as a result of the PGCB's disclosure of Requested Information pursuant to the [RTKL](#).
- (i) The Contractor's duties relating to the [RTKL](#) are continuing duties that survive the expiration of this Contract and shall continue as long as the Contractor has Requested Information in its possession.

71. GOVERNING LAW.

This Contract shall be interpreted in accordance with and governed by the laws of the Commonwealth of Pennsylvania, without giving effect to its conflicts of law provisions. Except as set forth in [Section 30, Contract Controversies](#), PGCB and Contractor agree that the courts of the Commonwealth of Pennsylvania and the federal courts of the Middle District of Pennsylvania shall have exclusive jurisdiction over disputes under this Contract and the resolution thereof. Any legal action relating to this Contract must be brought in Dauphin County, Pennsylvania, and the parties agree that jurisdiction and venue in such courts is appropriate.

72. CONTROLLING TERMS AND CONDITIONS.

The terms and conditions of this Contract shall be the exclusive terms of agreement between the Contractor and the PGCB. Other terms and conditions or additional terms and conditions included or referenced in the Contractor's website, quotations, invoices, business forms, click-through agreements, or other documentation shall not become part of the parties' agreement and shall be disregarded by the parties, unenforceable by the Contractor, and not binding on the PGCB.

73. SMALL DIVERSE BUSINESS/SMALL BUSINESS COMMITMENT.

The Contractor shall meet and maintain the commitments to small diverse businesses in the Small Diverse Business and Small Business ("SDB/SB") portion of its Proposal. Any proposed change to a SDB/SB commitment must be submitted to the DGS Bureau of Diversity, Inclusion and Small Business Opportunities ("BDISBO"), which will make a recommendation as to a course of action to the PGCB Contracting Officer. Contractor shall complete the Prime Contractor's Quarterly Utilization Report and submit it to the PGCB Contracting Officer and BDISBO within **10 business days** at the end of each calendar quarter that the Contract is in effect.

74. POST-CONSUMER RECYCLED CONTENT; RECYCLED CONTENT ENFORCEMENT.

Except as specifically waived by the Department of General Services in writing, any products which are provided to the PGCB as a part of the performance of the Contract must meet the minimum percentage levels for total recycled content as specified by the Environmental Protection Agency in its Comprehensive Procurement Guidelines, which can be found at <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

The Contractor may be required, after delivery of the Contract item(s), to provide the PGCB with documentary evidence that the item(s) was in fact produced with the required minimum percentage of post-consumer and recovered material content.

75. SURVIVAL.

Sections [11](#), [30](#), [31](#), [33](#), [37](#), [38](#), [39](#), [41](#), [42](#), [45](#), [46](#), [47](#), [48](#), [49](#), [52](#), [54](#), [55](#), [56](#), [63](#), [67](#), [69](#), [70](#), [71](#) and [75](#) and any right or obligation of the parties in this Contract which, by its express terms or nature and context is intended to survive termination or expiration of this Contract, will survive any such termination or expiration shall survive the expiration or termination of the Contract.

**APPENDIX A
PROPOSAL COVER SHEET
COMMONWEALTH OF PENNSYLVANIA
PENNSYLVANIA GAMING CONTROL BOARD**

RFP# 2025-1

Enclosed in three separately sealed submittals is the proposal of the Offeror identified below for the above-referenced RFP:

Offeror Information:	
Offeror Name	
Offeror Mailing Address	
Offeror Website	
Offeror Contact Person	
Contact Person's Phone Number	
Contact Person's Facsimile Number	
Contact Person's E-Mail Address	
Offeror Federal ID Number	
Offeror SAP/SRM Vendor Number	

Submittals Enclosed and Separately Sealed:	
☐	Technical Submittal ☐ Domestic Workforce Utilization Certification
☐	Small Diverse Business and Small Business Participation Submittal ☐ Small Diverse Business and Small Business Participation Submittal Form ☐ Small Diverse Business and Small Business Letter(s) of Intent
☐	Cost Submittal

Signature	
Signature of an official authorized to bind the Offeror to the provisions contained in the Offeror's proposal:	
Printed Name	
Title	

FAILURE TO COMPLETE, SIGN AND RETURN THIS FORM WITH THE OFFEROR'S PROPOSAL MAY RESULT IN THE REJECTION OF THE OFFEROR'S PROPOSAL

APPENDIX B
DOMESTIC WORKFORCE UTILIZATION CERTIFICATION

To the extent permitted by the laws and treaties of the United States, each proposal will be scored for its commitment to use the domestic workforce in the fulfillment of the contract. Maximum consideration will be given to those offerors who will perform the contracted direct labor exclusively within the geographical boundaries of the United States or within the geographical boundaries of a country that is a party to the World Trade Organization Government Procurement Agreement. Those who propose to perform a portion of the direct labor outside of the United States and not within the geographical boundaries of a party to the World Trade Organization Government Procurement Agreement will receive a correspondingly smaller score for this criterion. In order to be eligible for any consideration for this criterion, offerors must complete and sign the following certification. This certification will be included as a contractual obligation when the contract is executed. Failure to complete and sign this certification will result in no consideration being given to the offeror for this criterion.

I, _____ **[title]** of _____ **[name of Contractor]** a _____ **[place of incorporation]** corporation or other legal entity, ("Contractor") located at _____ **[address]**, having a Social Security or Federal Identification Number of _____, do hereby certify and represent to the Commonwealth of Pennsylvania ("Commonwealth") (Check **one** of the boxes below):

☐ All of the direct labor performed within the scope of services under the contract will be performed exclusively within the geographical boundaries of the United States or one of the following countries that is a party to the World Trade Organization Government Procurement Agreement: Aruba, Austria, Belgium, Bulgaria, Canada, Chinese Taipei, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hong Kong, Hungary, Iceland, Ireland, Israel, Italy, Japan, Korea, Latvia, Liechtenstein, Lithuania, Luxemburg, Malta, the Netherlands, Norway, Poland, Portugal, Romania, Singapore, Slovak Republic, Slovenia, Spain, Sweden, Switzerland, and the United Kingdom

OR

☐ _____ **percent (____%) [Contractor must specify the percentage]** of the direct labor performed within the scope of services under the contract will be performed within the geographical boundaries of the United States or within the geographical boundaries of one of the countries listed above that is a party to the World Trade Organization Government Procurement Agreement. Please identify the direct labor performed under the contract that will be performed outside the United States and not within the geographical boundaries of a party to the World Trade Organization Government Procurement Agreement and identify the country where the direct labor will be performed:

[Use additional sheets if necessary]

The Department of General Services **[or other purchasing agency]** shall treat any misstatement as fraudulent concealment of the true facts punishable under Section 4904 of the *Pennsylvania Crimes Code*, Title 18, of Pa. Consolidated Statutes.

Attest or Witness:

Signature/Date

Printed Name/Title

Corporate or Legal Entity's Name

Signature/Date

Printed Name/Title

APPENDIX C IRAN FREE PROCUREMENT CERTIFICATION FORM



IRAN FREE PROCUREMENT CERTIFICATION FORM

(Pennsylvania's Procurement Code Sections 3501-3506, 62 Pa.C.S. §§ 3501-3506)

To be eligible for an award of a contract with a Commonwealth entity for goods or services worth at least \$1,000,000 or more, a vendor must either: a) certify it is not on the current list of persons engaged in investment activities in Iran created by the Pennsylvania Department of General Services ("DGS") pursuant to Section 3503 of the Procurement Code and is eligible to contract with the Commonwealth under Sections 3501-3506 of the Procurement Code; or b) demonstrate it has received an exception from the certification requirement for that solicitation or contract pursuant to Section 3503(e).

To comply with this requirement, please insert your vendor or financial institution name and complete one of the options below. Please note: Pennsylvania law establishes penalties for providing false certifications, including civil penalties equal to the greater of \$250,000 or twice the amount of the contract for which the false certification was made; contract termination; and three-year ineligibility to bid on contracts. (Section 3503 of the Procurement Code.)

OPTION #1 - CERTIFICATION

I, the official named below, certify I am duly authorized to execute this certification on behalf of the vendor/financial institution identified below, and the vendor/financial institution identified below is not on the current list of persons engaged in investment activities in Iran created by DGS and is eligible to contract with the Commonwealth of Pennsylvania Sections 3501-3506 of the Procurement Code.

<i>Vendor Name/Financial Institution (Printed)</i>	
<i>By (Authorized Signature)</i>	
<i>Printed Name and Title of Person Signing</i>	<i>Date Executed</i>

OPTION #2 - EXEMPTION

Pursuant to Procurement Code Section 3503(e), DGS may permit a vendor/financial institution engaged in investment activities in Iran, on a case-by-case basis, to enter into a contract for goods and services.

If you have obtained a written exemption from the certification requirement, please fill out the information below, and attach the written documentation demonstrating the exemption approval.

<i>Vendor Name/Financial Institution (Printed)</i>	
<i>By (Authorized Signature)</i>	
<i>Printed Name and Title of Person Signing</i>	<i>Date Executed</i>

Appendix D
Trade Secret/Confidential Proprietary Information Notice

Proposal Contents

- a. Confidential Information. The Commonwealth is not requesting, and does not require, confidential proprietary information or trade secrets to be included as part of Contractors' submissions in order to evaluate proposals submitted in response to an RFQ. Accordingly, except as provided herein, Contractors should not label proposal submissions as confidential or proprietary or trade secret protected. Any Contractor who determines that it must divulge such information as part of its proposal must submit the signed written statement described in subsection c. below and must additionally provide a redacted version of its proposal, which removes only the confidential proprietary information and trade secrets, for required public disclosure purposes.
- b. Commonwealth Use. All material submitted with the proposal shall be considered the property of the Commonwealth of Pennsylvania and may be returned only at the Issuing Office's option. The Commonwealth has the right to use any or all ideas not protected by intellectual property rights that are presented in any proposal regardless of whether the proposal becomes part of a contract. Notwithstanding any Contractor copyright designations contained on proposals, the Commonwealth shall have the right to make copies and distribute proposals internally and to comply with public record or other disclosure requirements under the provisions of any Commonwealth or United States statute or regulation, or rule or order of any court of competent jurisdiction.
- c. Public Disclosure. After the award of a contract pursuant to a RFQ, all proposal submissions are subject to disclosure in response to a request for public records made under the Pennsylvania Right-to-Know-Law, 65 P.S. § 67.101, et seq. If a proposal submission contains confidential proprietary information or trade secrets, a signed written statement to this effect must be provided with the submission in accordance with 65 P.S. § 67.707(b) for the information to be considered exempt under 65 P.S. § 67.708(b)(11) from public records requests (See **Trade Secret/Confidential Proprietary Information Notice**). Financial capability information submitted in response to a RFQ is exempt from public records disclosure under 65 P.S. § 67.708(b)(26).

Instructions:

The Commonwealth may not assert on behalf of a third party an exception to the public release of materials that contain trade secrets or confidential proprietary information unless the materials are accompanied, at the time they are submitted, by this form or a document containing similar information.

It is the responsibility of the party submitting this form to ensure that all statements and assertions made below are legally defensible and accurate. The Commonwealth will not provide a submitting party any advice with regard to trade secret law.

Name of submitting party:

Contact information for submitting party:

Please provide a brief overview of the materials that you are submitting (e.g. bid, grant application, technical schematics):

Please provide a brief explanation of why the materials are being submitted to the Commonwealth (e.g. response to bid #12345, application for grant XYZ being offered by the Department of Health, documents required to be submitted under law ABC)

Please provide a list detailing which portions of the material being submitted you believe constitute a trade secret or confidential proprietary information, and please provide an explanation of why you think those materials constitute a trade secret or confidential proprietary information. Also, please mark the submitted material in such a way to allow a reviewer to easily distinguish between the parts referenced below. (You may attach additional pages if needed)

Note: The following information will not be considered a trade secret or confidential proprietary information:

- Any information submitted as part of a vendor's cost bid
- Information submitted as part of a vendor's technical response that does not pertain to specific business practices or product specification
- Information submitted as part of a vendor's technical or small diverse business response that is otherwise publicly available or otherwise easily obtained
- Information detailing the name, quantity, and price paid for any product or service being purchased by the Commonwealth

[illegible]

Acknowledgment

The undersigned party hereby agrees that it has read and completed this form, and has marked the material being submitted in accordance with the instructions above. The undersigned party acknowledges that the Commonwealth is not liable for the use or disclosure of trade secret data or confidential proprietary information that has not been clearly marked as such, and which was not accompanied by a specific explanation included with this form.

The undersigned agrees to defend any action seeking release of the materials it believes to be trade secret or confidential, and indemnify and hold harmless the Commonwealth, its agents and employees, from any judgments awarded against the Commonwealth in favor of the party requesting the materials, and any and all costs connected with that defense. This indemnification survives so long as the Commonwealth has possession of the submitted material, and will apply to all costs unless and until the undersigned provides a written statement or similar notice to the Commonwealth stating that it no longer wishes to exempt the submitted material from public disclosure.

The undersigned acknowledges that the Commonwealth is required to keep all records for at least as long as specified in its published records retention schedule.

The undersigned acknowledges that the Commonwealth reserves the right to reject the undersigned's claim of trade secret/confidential proprietary information if the Commonwealth determines that the undersigned has not met the burden of establishing that the information constitutes a trade secret or is confidential. The undersigned also acknowledges that if only a certain part of the submitted material is found to constitute a trade secret or is confidential, the remainder of the submitted material will become public; only the protected information will be removed and remain nonpublic.

If being submitted electronically, the undersigned agrees that the mark below is a valid electronic signature.

Signature

Title

Date

APPENDIX E COST SUBMITTAL



Appendix E Cost
Submittal.xlsx

APPENDIX F
SMALL DIVERSE BUSINESS AND VETERAN BUSINESS ENTERPRISE SUMMARY SHEET

Veteran Business Enterprise (VBE) Participation Summary Sheet

Solicitation/Project #: _____

Issuing Agency: _____

Name of Procurement/Project: _____

VBE Participation Goal (for VBE and SDVBE): _____ 3 %

Attachments:

VBE-1	Instructions for completing VBE Participation Submittal and VBE Utilization Schedule
VBE-2	VBE Participation Submittal
VBE-3	VBE Utilization Schedule
VBE-3.1	VBE Letter of Commitment
VBE-4	Guidance for Documenting Good Faith Efforts to meet the VBE participation goal
VBE-5	Good Faith Efforts Documentation to Support Waiver Request of VBE Participation Goal

Small Diverse Business (SDB) Participation Summary Sheet

Solicitation/Project #: _____

Issuing Agency: _____

Name of Procurement/Project: _____

SDB Participation Goal (for MBE, WBE, LGBTBE, DOBE, and SDVBE): 11 %

Attachments:

SDB-1	Instructions for completing SDB Participation Submittal and SDB Utilization Schedule
SDB-2	SDB Participation Submittal
SDB-3	SDB Utilization Schedule
SDB-3.1	SDB Letter of Commitment
SDB-4	Guidance for Documenting Good Faith Efforts to meet the SDB Participation goal
SDB-5	Good Faith Efforts Documentation to Support Waiver Request of SDB Participation Goal

APPENDIX G

SMALL DIVERSE BUSINESS PARTICIPATION PACKET



SDB Participation
Packet - Supplies an

APPENDIX H VETERAN BUSINESS ENTERPRISE PARTICIPATION PACKET



VBE Participation
Packet - Supplies an

APPENDIX I

MODEL FORM OF SMALL DIVERSE BUSINESS/VETERAN BUSINESS ENTERPRISE SUBCONTRACTOR AGREEMENT

This Subcontractor Agreement ("Subcontract") is made effective as of _____, 20__, by and between _____, ("Contractor") and _____, a Small Diverse Business or Veteran Business Enterprise ("Subcontractor") (collectively referred to as the "Parties").

RECITALS

Contractor has entered into a contract dated _____ (the "Prime Contract") with the Department of _____ the Commonwealth of Pennsylvania ("Commonwealth"). Under the Prime Contract, Contractor has agreed to provide certain supplies, services or construction ("Services") to the Commonwealth.

In connection with the Procurement leading to the Prime Contract, Contractor and Subcontractor entered into a letter agreement dated _____ ("Letter of Commitment") whereby the Contractor committed a certain percentage of work ("Small Diverse Business or Veteran Business Enterprise Commitment") under the Prime Contract to the Subcontractor.

As contemplated by the Letter of Commitment and in accordance with the provisions of the Procurement and Prime Contract, the Parties have agreed to enter into this Subcontract to fulfill the Small Diverse Business or Veteran Business Enterprise Commitment expressed in the Letter of Commitment and as required by the Prime Contract.

DEFINITIONS

The following words and terms when used in this Subcontract shall have the following meanings:

Bureau – The Department's Bureau of Diversity, Inclusion and Small Business Opportunities.

Contracting Officer – The person authorized to administer and make written determinations for the Commonwealth with respect to the Prime Contract.

Department – The Department of General Services of the Commonwealth of Pennsylvania.

Issuing Office – The department, board, commission or other agency of the Commonwealth of Pennsylvania that issued the Procurement.

Procurement – The Invitation for Bids, Request for Quotes, Request for Proposals or other solicitation and all associated final procurement documentation issued by the Commonwealth to obtain proposals from firms for award of the Prime Contract.

Small Business – A business in the United States which is independently owned, not dominant in its field of operation, employs no more than 100 full-time or full-time equivalent employees, and earns less than \$38.5 million in gross annual revenues.

Small Diverse Business – A Department-verified minority-owned small business, woman-owned small business, LGBT-owned small business, disability-owned small business, or service-disabled veteran-owned small business.

Veteran Business Enterprise – A Department-verified veteran-owned small business or service-disabled veteran-owned small business.

AGREEMENT

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the Parties hereby agree as follows:

1. Subcontractor Representations. Subcontractor represents and warrants to Contractor as follows:

(a) Subcontractor is verified as a Small Diverse Business or Veteran Business Enterprise by the Bureau of Diversity, Inclusion and Small Business Opportunities in accordance with the requirements and procedures established by the Bureau;

(b) Subcontractor possesses the necessary knowledge, experience, expertise, capital, resources and personnel required to perform the Services it will provide under this Subcontract;

(c) Subcontractor (i) is duly organized, validly existing and in good standing under the laws of its state of incorporation or organization, (ii) has the power and authority to own its properties and to carry on business as now being conducted, and (iii) has the power to execute and deliver this Subcontract;

(d) The execution and performance by Subcontractor of the terms and provisions of this Subcontract have been duly authorized by all requisite action, and neither the execution nor the performance of this Subcontract by Subcontractor will violate any provision of law, any order of any court or other agency of government, the organizational documents of Subcontractor or any indenture, agreement or other instrument to which Subcontractor is a party, or by which Subcontractor is bound, or be in conflict with, result in a breach of, or constitute (with due notice or lapse of time or both) a default under, or except as may be provided by this Subcontract, result in the creation or imposition of any lien, charge or encumbrance of any nature whatsoever upon any of the property or assets of Subcontractor pursuant to, any such indenture agreement or instrument;

(e) Subcontractor has obtained all licenses, permits and approvals required to perform the Services it will provide under this Subcontract; and

(f) Subcontractor is not under suspension or debarment by the Commonwealth or any other governmental entity, instrumentality or authority.

2. Contractor Representations. Contractor represents and warrants to Subcontractor as follows:

(a) Contractor (i) is duly organized, validly existing and in good standing under the laws of its state of incorporation or organization, (ii) has the power and authority to own its properties and to carry on business as now being conducted, and (iii) has the power to execute and deliver this Subcontract;

(b) The execution and performance by Contractor of the terms and provisions of this Subcontract by Contractor have been duly authorized by all requisite action, and neither the execution nor the performance of this Subcontract will violate any provision of law, any order of any court or other agency of government, the organizational documents of Contractor or any indenture, agreement or other instrument to which Contractor is a party, or by which Contractor is bound, or be in conflict with, result in a breach of, or constitute (with due notice or lapse of time or both) a default under, or except as may be provided by this Subcontract, result in the creation or imposition of any lien, charge or encumbrance of any nature whatsoever upon any of the property or assets of Contractor pursuant to, any such indenture agreement or instrument;

(c) Contractor has obtained all licenses, permits and approvals required to perform the Services to be provided by Contractor under the Prime Contract; and

(d) Contractor is not under suspension or debarment by the Commonwealth or any other governmental entity, instrumentality or authority.

3. Relationship of the Parties. The provisions of this Subcontract are not intended to create, nor shall be deemed or construed to create, any joint venture, partnership or other relationship between Contractor and Subcontractor, other than that of independent entities contracting with each other solely for the purpose of carrying out the provisions of this Subcontract. Neither of the Parties to this Subcontract, nor any of their respective employees, agents, or other representatives, shall be construed to be the agent, employee or representative of the other party. Neither party shall have the authority to bind the other party, nor shall a party be responsible for the acts or omissions of the other party, unless otherwise stated in this Subcontract. Similarly, the Parties expressly acknowledge that neither the Contractor nor the Subcontractor is an agent, employee or representative of the Commonwealth and each party covenants not to represent itself accordingly.

4. Prime Contract Flow-Down.

(a) General. This agreement is a subcontract under the Prime Contract and all provisions of the Prime Contract and any amendments thereto applicable to the Services being performed by the Subcontractor shall extend to and be binding upon the Parties as part of this Subcontract.

(b) Specific. The Parties agree to comply with the following provisions of the Prime Contract, which are incorporated herein by reference:

- (1) The Americans with Disabilities Act Provisions.
- (2) Nondiscrimination/Sexual Harassment Clause.

- (3) Contractor Integrity Provisions.
- (4) Contractor Responsibility Provisions.

(c) Termination. Should the Prime Contract be terminated pursuant to the terms and conditions provided in the Procurement, such termination shall have the same effect on this Subcontract. Payment for Services provided as of the date of termination must be made in accordance with the Section 13 of this Subcontract.

(d) Audit Provisions. The Commonwealth shall have the right, at reasonable times and at a site designated by the Commonwealth, to audit the books, documents, and records of the Parties to the extent that the books, documents, and records relate to the Parties' compliance with the provisions set forth in subsection (b) above or to the Small Diverse Business or Veteran Business Enterprise Commitment effectuated through this Subcontract. The Parties shall preserve such books, documents, and records for a period of three years from the date of final payment hereunder. The Parties shall give full and free access to all such records to the Commonwealth and/or its authorized representatives.

5. Order of Precedence. The Letter of Commitment, Procurement and Prime Contract are incorporated herein by reference into this Subcontract. In the event of any conflict or inconsistency among the individual components of this Subcontract, such conflict or inconsistency shall be resolved by observing the following order of precedence:

- (a) This Subcontract;
- (b) The Letter of Commitment;
- (c) The Prime Contract; and
- (d) The Procurement.

6. Further Action. The Parties shall take such actions and complete, execute and deliver any and all documents or instruments necessary to carry out the terms and provisions of this Subcontract, to effectuate the purpose of this Subcontract, and to fulfill the obligations of each party hereunder.

7. Description of Services. Subcontractor will perform the following Services for the Contractor which Contractor is obligated to provide to the Commonwealth under the Prime Contract:

[DESCRIBE IN DETAIL THE SPECIFIC SUPPLIES, SERVICES OR CONSTRUCTION THE SUBCONTRACTOR WILL PROVIDE OR PERFORM WITH THE CORRESPONDING UNITED NATIONS STANDARD PRODUCTS AND SERVICES CODES (UNSPSC)]

8. Small Diverse Business or Veteran Business Enterprise Commitment. The above-referenced Services represent ___ % of the final negotiated total cost for the initial term of the

Prime Contract. Any proposed change to the Small Diverse Business or Veteran Business Enterprise Commitment must be submitted in writing to the Bureau and the Contracting Officer. The Bureau will make a recommendation to the Commonwealth Contracting Officer regarding a course of action.

9. Performance of Services. Subcontractor may not subcontract more than 50% of the work subcontracted to it hereunder without written permission from the Bureau. Subcontractor will perform the Services strictly in accordance with any applicable plans and specifications as contained in the Prime Contract and the reasonable deadlines set by Contractor in view of the requirements of the Prime Contract, and in a good workmanlike manner consistent with industry standards, meeting all applicable local, state and federal laws, regulations and policies.

10. Location of Services. Subcontractor will provide the Services at the following address(es):

_____.

11. Timeframe for Performance of Services. The Services will be provided by Subcontractor during the initial term of the Prime Contract, and during any extensions, options or renewal periods of the Prime Contract exercised by the Commonwealth, as more specifically set forth below:

[IDENTIFY THE SPECIFIC TIME PERIODS DURING THE INITIAL CONTRACT TERM AND EXTENSIONS, OPTIONS AND RENEWALS WHEN THE SUBCONTRACTOR WILL PERFORM COMPONENT SERVICES]

_____.

12. Pricing of Services. Subcontractor shall provide or perform the Services at the pricing specified in Exhibit ____ to this Subcontract.

[ATTACH A BILL OF MATERIALS, RATE CARD OR OTHER APPROPRIATE COST SHEET COVERING THE SERVICES TO BE PROVIDED.]

13. Payment for Services. Contractor shall exert reasonable and diligent efforts to collect prompt payment from the Commonwealth. Contractor shall pay Subcontractor in proportion to amounts received from the Commonwealth which are attributable to the Services performed by Subcontractor. Contractor shall pay Subcontractor within fourteen (14) days after the Contractor receives such payment from the Commonwealth, unless the parties expressly agree upon a different payment schedule or structure as set forth below:

_____.

14. Utilization Reports. Both the Contractor and Subcontractor shall complete Monthly Utilization Reports (or similar type documents containing the same information) and submit them

to the Contracting Officer and to the Bureau within ten (10) business days at the end of each month. This information will be used to determine the actual dollar amount paid to Subcontractor and will also serve as a record of fulfillment of Contractor's Small Diverse Business and Veteran Business Enterprise Commitments. If there was no activity during the month, then the form must be completed by stating "No activity in this month." A late fee of \$100.00 per day may be assessed against the Contractor if the Contractor's Utilization Report is not submitted in accordance with the schedule above.

15. Change Orders. If the Commonwealth issues any change order or other formal contract instrument either expanding or limiting the work to be performed under the Prime Contract, the Parties shall accept such Change Orders. Contractor agrees to provide Subcontractor with written notice of any such change orders that affect the Services to be provided by the Subcontractor hereunder as soon as practical after Contractor receives such notice. Any resulting increase or decrease in the Services, Small Diverse Business or Veteran Business Enterprise Commitment provided for in Paragraphs 7 or 8 above must be in writing, mutually agreed to, and signed by both Parties and communicated to the Bureau. If the Parties are unable to reach an agreement regarding any adjustment to the Services, Small Diverse Business or Veteran Business Enterprise Commitment necessitated by a Commonwealth Change Order, the Parties must submit the matter in writing to the Bureau which will make a recommendation to the Contracting Officer regarding a course of action.

16. Force Majeure. Neither party will incur any liability to the other if its performance of any obligation under this Subcontract is prevented or delayed by causes beyond its control and without the fault or negligence of either party. Causes beyond a party's control may include, but are not limited to, acts of God or war, changes in controlling law, regulations, orders or the requirements of any governmental entity, severe weather conditions, civil disorders, natural disasters, fire, epidemic and quarantines, general strikes throughout the trade, and freight embargoes. The existence of such causes beyond a party's control shall extend the period for performance to such extent as may be necessary to enable complete performance in the exercise of reasonable diligence after the causes have been removed.

17. Dispute Resolution.

(a) The Parties will attempt to resolve any dispute arising out of or relating to this Subcontract through friendly negotiations.

(1) The Parties expressly acknowledge and confer upon the Bureau and Contracting Officer the authority to adjudicate disputes that the Parties cannot resolve amicably concerning the Parties' compliance with their Small Diverse Business and Veteran Business Enterprise Commitments as provided in the Prime Contract and this Subcontract.

(2) The Bureau may recommend to the Contracting Officer a range of sanctions it deems appropriate if the Bureau determines a party has failed to satisfy or perform its Small Diverse Business or Veteran Business Enterprise commitment. Such sanctions include, but are not limited to, one or more of the following: a determination that the party is not responsible under the Contractor Responsibility Program; withholding of Prime Contract and/or Subcontract payments; suspension or termination of the Prime

Contract and/or Subcontract together with consequential damages; revocation of the party's Small Diverse Business and/or Veteran Business Enterprise verification status; and/or suspension or debarment of one or both parties from future contracting opportunities with the Commonwealth.

(3) The Parties' acknowledge that their prior performance in meeting their Small Diverse Business and Veteran Business Enterprise contractual obligations may be considered by the Commonwealth when reviewing future bids or proposals for responsiveness and responsibility.

(b) Nothing herein shall be construed to prevent either party from seeking such relief as provided by law in a court or tribunal of competent jurisdiction.

18. Notices. Any written notice to any party under this Subcontract shall be deemed sufficient if delivered personally, or by facsimile, telecopy, electronic or digital transmission (provided such delivery is confirmed), or by a recognized overnight courier service (e.g., DHL, Federal Express, etc.) with confirmed receipt, or by certified or registered United States mail, postage prepaid, return receipt requested, and sent to the following:

If to Contractor:

If to Subcontractor:

19. Waiver. No waiver by either party of any breach of this Subcontract shall be deemed to waive any other breach. No acceptance of payment or performance after any breach shall be deemed a waiver of any breach. No failure or delay to exercise any right by a party upon another's default shall prevent that party from later exercising that right, nor shall such failure or delay operate as a waiver of any default.

20. Severability. If any provision of this Subcontract shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Subcontract is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

21. Assignment. Neither party may assign or transfer this Subcontract without the prior written consent of the Commonwealth. If Contractor's Prime Contract with the Commonwealth is assigned to another contractor, the new contractor must maintain the Small Diverse Business and Veteran Business Enterprise Commitments set forth in the Prime Contract as implemented through this Subcontract.

22. Applicable Law. This Subcontract shall be governed by the laws of the Commonwealth of Pennsylvania.

23. Entire Agreement. This Subcontract constitutes the entire agreement of the Parties regarding the subject of this Subcontract as of the date of execution. No other agreement or understandings, verbal or written, expressed or implied, are a part of this Subcontract unless specified herein.

24. Amendment. This Subcontract may be modified or amended only if made in writing and signed by both Parties. Any proposed change to the Contractor's Small Diverse Business or Veteran Business Enterprise Commitment to Subcontractor must be submitted in writing to the Bureau which will make a recommendation to the Contracting Officer regarding a course of action.

25. Binding Effect. This Subcontract shall be binding upon, and inure to the benefit of, the Parties and their respective heirs, representatives, successors and assigns.

26. Counterparts. This Subcontract may be executed by the Parties in counterparts, each of which together shall be deemed an original but all of which together shall constitute one and the same instrument. A party's delivery of a duly executed signature page of this Subcontract in electronic format shall have the same force and effect as delivery of an original signature page.

ADDITIONAL TERMS AND CONDITIONS

[THE PARTIES MAY INCLUDE ADDITIONAL TERMS AND CONDITIONS APPROPRIATE FOR THE SERVICES TO BE PROVIDED SO LONG AS THEY ARE COMMERCIALY REASONABLE TERMS FOR THE APPLICABLE BUSINESS OR INDUSTRY, ARE NO LESS FAVORABLE THAN THE TERMS OF THE PRIME CONTRACT, AND DO NOT PLACE DISPROPORTIONATE RISK ON THE SMALL DIVERSE BUSINESS OR VETERAN BUSINESS ENTERPRISE RELATIVE TO THE NATURE AND LEVEL OF THE SMALL DIVERSE BUSINESS' OR VETERAN BUSINESS ENTERPRISE'S PARTICIPATION IN THE PROJECT. SUCH TERMS MAY INCLUDE:

- Background Checks
- Confidentiality/Disclosure of Information
- Data Security
- Insurance
- Invoicing Requirements
- Environmental Protection
- Intellectual Property Rights
- Record Retention/Audits
- Service Level Agreements (SLAs) (consistent with Prime Contract SLAs)
- Public Works Construction Requirements (including Bonding, E-Verify, Prevailing Wage, and Prompt Payment provisions)

IN WITNESS WHEREOF, the Parties hereto have caused this Subcontract to be executed by their duly authorized officers as set forth below.

Contractor

Subcontractor

Insert Company Name

Insert Company Name

By: _____
Signature

By: _____
Signature

Printed Name

Printed Name

Title

Title

Date

Date

APPENDIX J BACKGROUND SCREENING SERVICES ORDER INTERFACE FILE SPECIFICATIONS

The background screening services file layout may be modified upon the prior written approval of the PGCB Office of Information Technology due to the background screening services or package ordered and the information available from the selected organization.

The following information is the recommended format:

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  <RequestType type="INDIVIDUAL">
    <ScreeningServicesProvider>xxxxxxxxxx</ScreeningServicesProvider>
    <ScreeningServicesID>xxxnnn</ScreeningServicesID> – individual or package
                        screening services ID

    <References>
      <GamingID>nnnnnn</GamingID>
      <ApplicationID>nn</ApplicationID>
      <TargetID>nnnnnn</TargetID> – an internal PGCB database ID
      <AppSysID>n</AppSysID> – default is 0 unless provided by the PGCB
    </References>

    <PersonalData>
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        <MiddleName>xxxxxxxxxx</MiddleName>
        <LastName>xxxxxxxxxx</LastName>
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      </PersonName>

      <PersonName type="ALIAS">
        <FirstName>xxxxxxxxxx</ FirstName>
        <MiddleName>xxxxxxxxxx</MiddleName>
        <LastName>xxxxxxxxxx</ LastName>
      </PersonName>

      <DemographicDetail>
        <TaxId>nnnnnnnnnn</TaxId>
        <Gender>x</Gender>
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        <PostalCode>xxxxxx</PostalCode>
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```

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    <Municipality>xxxxxxxxxx</Municipality>
    <MailingAddress>
        <Unit>nnnnn</Unit>
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</PostalAddress>

<PostalAddress type="PRIOR" validFrom="yyyy-mm-dd" validTo="yyyy-mm-
dd">
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    <Municipality>xxxxxxxxxx</Municipality>
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</PostalAddress>

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NOTE: Multiply Prior Addresses may be attached to a background screening request.

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    </Telephone>
    <Telephone type="FAX">
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    </Telephone>
</ContactMethod>

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```

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        currency="US">nnnnnn</Compensation
        intervalType="YEARLY"
    </EmployerAddress>
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    </EmployerAddress>
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    </ContactInfo>
</Employer>

```

NOTE: Multiply Prior Addresses may be attached to a background screening request.

```

</EmploymentHistory>
    <TaxHistory formType="4506T">
        <TaxYear>2015
    </TaxYear>
        <TaxYear>2014
    </TaxYear>

```

</TaxYear>
<TaxYear>2013
</TaxYear>

</TaxHistory>

NOTE: -- formType can be 4506T or 4506TEZ and multiple tax years may be attached to each request to the maximum allowed per form.

<SupportingDocumentation>

<![CDATA[!-- Client provided link to release form --
Documentation type="release" mediaType = "pdf"
sftp://ftpsite.com/screenings/R123456.pdf]]>

Note: R preceding the file name is for release

<![CDATA[!-- Client provided link to 4506 form --
Documentation type="4506" mediaType = "pdf"
sftp://ftpsite.com/screenings/T123456.pdf]]>

Note: T preceding the file name is for 4506T or 4506TEZ

</SupportingDocumentation>

</PersonalData>

</RequestType>

<RequestType type="ENTITY">

<ScreeningServicesProvider>xxxxxxxxxx</ScreeningServicesProvider>

<ScreeningServicesID>xxxnnn</ScreeningServicesID> – individual or package
screening services ID

<References>

<GamingID>nnnnnn</GamingID>

<ApplicationID>nn</ApplicationID>

<TargetID>nnnnnn</TargetID> – an internal PGCB database ID

<AppSysID>n</AppSysID> – default is 0 unless provided by the PGCB

</References>

<EntityData>

<EntityType type="xxxxxxxxxx">

<EntityName>xxxxxxxxxx</EntityName>

<TaxId>nnnnnnnnnn</TaxId>

</EntityData>

<PostalAddress type="MAILING">

<PostalCode>xxxxxx</PostalCode>

<Region>xx</Region>

<Municipality>xxxxxxxxxx</Municipality>

<MailingAddress>

<Unit>nnnn</Unit>

<AddressLine>xxxxxxxxxx</AddressLine>

</MailingAddress>

</PostalAddress>

```
<PostalAddress type="PHYSICAL">
  <PostalCode>xxxxx</PostalCode>
  <Region>xx</Region>
  <Municipality>xxxxxxxxxx</Municipality>
  <MailingAddress>
    <Unit>nnnn</Unit>
    <AddressLine>xxxxxxxx</AddressLine>
  </MailingAddress>
</PostalAddress>

<ContactMethod>
  <EmailAddress>xxxxxxxxxx@xxxxxxxxxx.com</EmailAddress>
  <Telephone type="WORK">
    <Number>nnn-nnn-nnnn</Number>
  </Telephone>
  <Telephone type="FAX">
    <Number>nnn-nnn-nnnn</Number>
  </Telephone>
</ContactMethod>

</RequestType>

</BackgroundRequest>
```



```

    <Screenings> - for results from specific screenings
      <Screening type="xxxxxxx" subtype="xxxxxx">
        <ScreeningStatus>xxxxxxxx</ScreeningStatus>
        <ScreeningResultsReport      mediaType="html">xxxxxxxxxxxxxxxx
          xxxxxxxxxxxxxxxxxxxxxxxxxxx</ScreeningResultsReport>

        <Screening type="TaxHistory" subtype="4506T"> -- or 4506TEZ
        <ScreeningStatus>xxxxxxxx</ScreeningStatus>
          Accepted or Rejected
        <ScreeningResultsReport      mediaType="html">xxxxxxxxxxxxxxxx
          xxxxxxxxxxxxxxxxxxxxxxxxxxx</ScreeningResultsReport>
      NOTE: ScreeningResultsReport should contain the reason for the request being
      rejected
      <Screening type="link">
        <ScreeningResults      type="result"      mediaType="pdf"
        resultType="finalreport"
        <Status>COMPLETE</Status>
    <WebLocation>http://xxx.xxxxx.xxxx/xxxxxxxx/FR12345.pdf</WebLocation>
    </ScreeningResults>

  </Screenings>
</ScreeningResults>

</BackgroundResults>

<BackgroundResults type="ENTITY">
  <ScreeningServicesProvider>xxxxxxxx</ScreeningServicesProvider>
  <ScreeningServicesID>xxxnnn</ScreeningServicesID> - individual or package
    screening services ID

  <References>
    <GamingID>nnnnn</GamingID>
    <ApplicationID>nn</ApplicationID>
    <TargetID>nnnnn</TargetID> - an internal PGCB database ID
    <AppSysID>n</AppSysID> - default is 0 unless provided by the PGCB
  </References>

  <DateInformation>
    <DateOrdered>yyyy-mm-dd</DateOrdered>
    <DateRequested>yyyy-mm-dd</DateRequested>
  </DateInformation>

  <OrderedBy>xxxxxxxx</OrderedBy> - PGCB staff ID

  <EntityData>
    <EntityName>xxxxxxxx</EntityName>
    <TaxId>nnnnnnnnnn</TaxId>
  </EntityData>

```

```
<ScreeningResults>
  <SummaryResultsReport      mediaType="html">xxxxxxxxxxxxxxxxxxxx
    xxxxxxxxxxxxxxxxxxxxxxx</SummaryResultsReport>
  <Screenings> - for results from specific screenings
    <Screening type="xxxxxxx" subtype="xxxxxx">
      <ScreeningStatus>xxxxxxxx</ScreeningStatus>
      <ScreeningResultsReport      mediaType="html">xxxxxxxxxxxxxxxx
        xxxxxxxxxxxxxxxxxxxxxxx</ScreeningResultsReport>
      <Screening type="link">
        <ScreeningResults      type="result"      mediaType="pdf"
          resultType="finalreport"
        <Status>COMPLETE</Status>
      <WebLocation>http://xxx.xxxxx.xxxx/xxxxxxx/FR12345.pdf</WebLocation>
    </ScreeningResults>
  </Screenings>
</ScreeningResults>

</BackgroundResults>

</BackgroundReports>
```

APPENDIX L BACKGROUND SCREENING SERVICES INVOICING INTERFACE FILE SPECIFICATIONS

The invoicing file layout may be modified upon the prior written approval of the PGCB Office of Information Technology due to the background screening services or package ordered and the information available from the selected organization.

The following information is the recommended format:

```
<?xml version="1.0" encoding="UTF-8" ?>
```

```
<BackgroundCheck>
```

```
<Charge type="INDIVIDUAL">
```

```
<ScreeningServicesProvider>xxxxxxxxxx</ScreeningServicesProvider>
```

```
<InvoiceNumber>xxxxnnnn</InvoiceNumber>
```

```
<InvoiceDate>yyyy-mm-dd</InvoiceDate>
```

```
<DateOrdered>yyyy-mm-dd</DateOrdered>
```

```
<DateCompleted>yyyy-mm-dd</DateCompleted>
```

```
<OrderedBy>xxxxxxxxxx</OrderedBy> - PGCB staff ID
```

```
<GamingID>nnnnn</GamingID>
```

```
<ApplicationID>nn</ApplicationID>
```

```
<TargetID>nnnnn</TargetID> – an internal PGCB database ID
```

```
<AppSysID>n</AppSysID> – default is 0 unless provided by the PGCB
```

```
<FirstName>xxxxxx</FirstName>
```

```
<MiddleName>xxxxxx</MiddleName>
```

```
<LastName>xxxxxxxxxx</LastName>
```

```
<TaxId>xxxxxxxxxx</TaxId>
```

```
<DateOfBirth>yyyy-mm-dd</DateOfBirth>
```

```
<ScreeningServicesID>xxxnnn</ScreeningServicesID> – individual or package  
screening services ID
```

```
<Charge>nnnnn.nn</Charge>
```

```
<ChargeDescription>xxxxxxxxxxxxxxxxxxxxxx</ChargeDescription>
```

```
</Charge>
```

```
<Charge type="ENTITY">
```

```
<ScreeningServicesProvider>xxxxxxxxxx</ScreeningServicesProvider>
```

```
<InvoiceNumber>xxxxnnnn</InvoiceNumber>
```

```
<InvoiceDate>yyyy-mm-dd</InvoiceDate>
```


<DateOrdered>yyyy-mm-dd</DateOrdered>
<DateCompleted>yyyy-mm-dd</DateCompleted>
<OrderedBy>xxxxxxxxxx</OrderedBy> - *PGCB staff ID*

<GamingID>nnnnn</GamingID>
<ApplicationID>nn</ApplicationID>
<TargetID>nnnnn</TargetID> – *an internal PGCB database ID*
<AppSysID>n</AppSysID> – *default is 0 unless provided by the PGCB*

<EntityName>xxxxxxxxxx</EntityName>
<TaxId>xxxxxxxxxx</TaxId>

<ScreeningServicesID>xxxnnn</ScreeningServicesID> – *individual or package
screening services ID*
<Charge>nnnnn.nn</Charge>
<ChargeDescription>xxxxxxxxxxxxxxxxxxxxxx</ChargeDescription>

</Charge>

</BackgroundCheck>

APPENDIX M

SOFTWARE LICENSE REQUIREMENTS

This Appendix shall be attached to and made a material part of Software Publisher's Software License Agreement (collectively the "Agreement") between Licensor and the Commonwealth of Pennsylvania ("Commonwealth"). The terms and conditions of this Appendix shall supplement, and to the extent a conflict exists, shall supersede and take precedence over the terms and conditions of Software Publisher's Software License Agreement.

- 1. Enterprise Language:** The parties agree that more than one agency of the Commonwealth may license products under this Agreement, provided that any use of products by any agency must be made pursuant to one or more executed purchase orders or purchase documents submitted by each applicable agency seeking to use the licensed product. The parties agree that, if the licensee is a "Commonwealth Agency" as defined by the Commonwealth Procurement Code, 62 Pa.C.S. § 103, the terms and conditions of this Agreement apply to any purchase of products made by the Commonwealth, and that the terms and conditions of this Agreement become part of the purchase document without further need for execution. The parties agree that the terms of this Agreement supersede and take precedence over the terms included in any purchase order, terms of any shrink-wrap agreement included with the licensed software, terms of any click through agreement included with the licensed software, or any other terms purported to apply to the licensed software.
- 2. Choice of Law/Venue:** This Agreement shall be governed by and construed in accordance with the substantive laws of the Commonwealth of Pennsylvania, without regard to principles of conflict of laws.
- 3. Indemnification:** The Commonwealth does not have the authority to and shall not indemnify any entity. The Commonwealth agrees to pay for any loss, liability or expense, which arises out of or relates to the Commonwealth's acts or omissions with respect to its obligations hereunder, where a final determination of liability on the part of the Commonwealth is established by a court of law or where settlement has been agreed to by the Commonwealth. This provision shall not be construed to limit the Commonwealth's rights, claims or defenses which arise as a matter of law or pursuant to any other provision of this Agreement. This provision shall not be construed to limit the sovereign immunity of the Commonwealth.
- 4. Patent, Copyright, Trademark, and Trade Secret Protection:**
 - a) The Licensor shall, at its expense, defend, indemnify and hold the Commonwealth harmless from any suit or proceeding which may be brought by a third party against the Commonwealth, its departments, officers or employees for the alleged infringement of any United States patents, copyrights, or trademarks, or for a misappropriation of a United States trade secret arising out of performance of this Agreement (the "Claim"), including all licensed products provided by the Licensor. For the purposes of this Agreement, "indemnify and hold harmless" shall mean the Licensor's specific, exclusive, and limited obligation to (a) pay any judgments, fines, and penalties finally awarded by a court or competent jurisdiction, governmental/administrative body or any settlements reached pursuant to Claim

and (b) reimburse the Commonwealth for its reasonable administrative costs or expenses, including without limitation reasonable attorney's fees, it necessarily incurs in handling the Claim. The Commonwealth agrees to give Licensors prompt notice of any such claim of which it learns. Pursuant to the Commonwealth Attorneys Act 71 P.S. § 732-101, et seq., the Office of Attorney General (OAG) has the sole authority to represent the Commonwealth in actions brought against the Commonwealth. The OAG may, however, in its sole discretion, delegate to Licensors its right of defense of a Claim and the authority to control any potential settlements thereof. Licensors shall not without the Commonwealth's consent, which shall not be unreasonably withheld, conditioned, or delayed, enter into any settlement agreement which (a) states or implies that the Commonwealth has engaged in any wrongful or improper activity other than the innocent use of the material which is the subject of the Claim, (b) requires the Commonwealth to perform or cease to perform any act or relinquish any right, other than to cease use of the material which is the subject of the Claim, or (c) requires the Commonwealth to make a payment which Licensors is not obligated by this Agreement to pay on behalf of the Commonwealth. If OAG delegates such rights to the Licensors, the Commonwealth will cooperate with all reasonable requests of Licensors made in the defense and or settlement of a Claim. In all events, the Commonwealth shall have the right to participate in the defense of any such suit or proceeding through counsel of its own choosing at its own expense and without derogation of Licensors' authority to control the defense and settlement of a Claim. It is expressly agreed by the Licensors that, in the event it requests that the Commonwealth to provide support to the Licensors in defending any such Claim, the Licensors shall reimburse the Commonwealth for all necessary expenses (including attorneys' fees, if such are made necessary by the Licensors' request) incurred by the Commonwealth for such support. If OAG does not delegate to Licensors the authority to control the defense and settlement of a Claim, the Licensors' obligation under this section ceases. If OAG does not delegate the right of defense to Licensors, upon written request from the OAG, the Licensors will, in its sole reasonable discretion, cooperate with OAG in its defense of the suit.

- b) The Licensors agree to exercise reasonable due diligence to prevent claims of infringement on the rights of third parties. The Licensors certify that, in all respects applicable to this Agreement, it has exercised and will continue to exercise due diligence to ensure that all licensed products provided under this Agreement do not infringe on the patents, copyrights, trademarks, trade secrets or other proprietary interests of any kind which may be held by third parties.
- c) If the right of defense of a Claim and the authority to control any potential settlements thereof is delegated to the Licensors, the Licensors shall pay all damages and costs finally awarded therein against the Commonwealth or agreed to by Licensors in any settlement. If information and assistance are furnished by the Commonwealth at the Licensors' written request, it shall be at the Licensors' expense, but the responsibility for such expense shall be only that within the Licensors' written authorization.
- d) If, in the Licensors' opinion, the licensed products furnished hereunder are likely to or do become subject to a claim of infringement of a United States patent,

copyright, or trademark, or for a misappropriation of trade secret, then without diminishing the Licensor's obligation to satisfy any final award, the Licensor may, at its option and expense, substitute functional equivalents for the alleged infringing licensed products, or, at the Licensor's option and expense, obtain the rights for the Commonwealth to continue the use of such licensed products.

- e) If any of the licensed products provided by the Licensor are in such suit or proceeding held to constitute infringement and the use thereof is enjoined, the Licensor shall, at its own expense and at its option, either procure the right to continue use of such infringing products, replace them with non-infringing items, or modify them so that they are no longer infringing.
- f) If use of the licensed products is enjoined and the Licensor is unable to do any of the preceding set forth in item (e) above, the Licensor agrees to, upon return of the licensed products, refund to the Commonwealth the license fee paid for the infringing licensed products, pro-rated over a sixty (60) month period from the date of delivery plus any unused prepaid maintenance fees.
- g) The obligations of the Licensor under this Section continue without time limit and survive the termination of this Agreement.
- h) Notwithstanding the above, the Licensor shall have no obligation under this Section 4 for:
 - (1) modification of any licensed products provided by the Commonwealth or a third party acting under the direction of the Commonwealth;
 - (2) any material provided by the Commonwealth to the Licensor and incorporated into, or used to prepare the product;
 - (3) use of the Software after Licensor recommends discontinuation because of possible or actual infringement and has provided one of the remedy's under (e) or (f) above;
 - (4) use of the licensed products in other than its specified operating environment;
 - (5) the combination, operation, or use of the licensed products with other products, services, or deliverables not provided by the Licensor as a system or the combination, operation, or use of the product, service, or deliverable, with any products, data, or apparatus that the Licensor did not provide;
 - (6) infringement of a non-Licensor product alone;

- (7) the Commonwealth's use of the licensed product beyond the scope contemplated by the Agreement; or
- (8) the Commonwealth's failure to use corrections or enhancements made available to the Commonwealth by the Licenser at no charge.
- i) The obligation to indemnify the Commonwealth, under the terms of this Section, shall be the Licenser's sole and exclusive obligation for the infringement or misappropriation of intellectual property.

5. Virus, Malicious, Mischievous or Destructive Programming: Licenser warrants that the licensed product as delivered by Licenser does not contain any viruses, worms, Trojan Horses, or other malicious or destructive code to allow unauthorized intrusion upon, disabling of, or erasure of the licensed products (each a "Virus").

The Commonwealth's exclusive remedy, and Licenser's sole obligation, for any breach of the foregoing warranty shall be for Licenser to (a) replace the licensed products with a copy that does not contain Virus, and (b) if the Commonwealth, has suffered an interruption in the availability of its computer system caused by Virus contained in the licensed product, reimburse the Commonwealth for the actual reasonable cost to remove the Virus and restore the Commonwealth's most recent back up copy of data provided that:

- the licensed products have been installed and used by the Commonwealth in accordance with the Documentation;
- the licensed products has not been modified by any party other than Licenser;
- the Commonwealth has installed and tested, in a test environment which is a mirror image of the production environment, all new releases of the licensed products and has used a generally accepted antivirus software to screen the licensed products prior to installation in its production environment.

Under no circumstances shall Licenser be liable for damages to the Commonwealth for loss of the Commonwealth's data arising from the failure of the licensed products to conform to the warranty stated above.

6. Limitation of Liability: The Licenser's liability to the Commonwealth under this Agreement shall be limited to the greater of (a) the value of any purchase order issued; or (b) \$250,000. This limitation does not apply to damages for:

- (1) bodily injury;
- (2) death;
- (3) intentional injury;
- (4) damage to real property or tangible personal property for which the Licenser is legally liable; or
- (5) Licenser's indemnity of the Commonwealth for patent, copyright, trade secret, or trademark protection.

In no event will the Licensor be liable for consequential, indirect, or incidental damages unless otherwise specified in the Agreement. Licensor will not be liable for damages due to lost records or data.

7. Termination:

- a) Licensor may not terminate this Agreement for non-payment.
- b) The Commonwealth may terminate this Agreement without cause by giving Licensor thirty (30) calendar days prior written notice whenever the Commonwealth shall determine that such termination is in the best interest of the Commonwealth.

8. Background Checks: Upon prior written request by the Commonwealth, Licensor must, at its expense, arrange for a background check for each of its employees, as well as for the employees of its subcontractors, who will have on site access to the Commonwealth's IT facilities. Background checks are to be conducted via the Request for Criminal Record Check form and procedure found at <http://www.psp.pa.gov/Pages/Request-a-Criminal-History-Record.aspx>.

The background check must be conducted prior to initial access by an IT employee and annually thereafter.

Before the Commonwealth will permit an employee access to the Commonwealth's facilities, Licensor must provide written confirmation to the office designated by the agency that the background check has been conducted. If, at any time, it is discovered that an employee has a criminal record that includes a felony or misdemeanor involving terrorist threats, violence, use of a lethal weapon, or breach of trust/fiduciary responsibility; or which raises concerns about building, system, or personal security, or is otherwise job-related, Licensor shall not assign that employee to any Commonwealth facilities, shall remove any access privileges already given to the employee, and shall not permit that employee remote access to Commonwealth facilities or systems, unless the agency consents, in writing, prior to the access being provided. The agency may withhold its consent at its sole discretion. Failure of Licensor to comply with the terms of this paragraph may result in default of Licensor under its contract with the Commonwealth.

9. Confidentiality: Each party shall treat the other party's confidential information in the same manner as its own confidential information. The parties must identify in writing what is considered confidential information.

10. Publicity/Advertisement: The Licensor must obtain Commonwealth approval prior to mentioning the Commonwealth or a Commonwealth agency in an advertisement, endorsement, or any other type of publicity. This includes the use of any trademark or logo.

11. Signatures: The fully executed Agreement shall not contain ink signatures by the Commonwealth. The Licensor understands and agrees that the receipt of an electronically-printed Agreement with the printed name of the Commonwealth purchasing agent constitutes a valid, binding contract with the Commonwealth. The printed name of

the purchasing agent on the Agreement represents the signature of that individual who is authorized to bind the Commonwealth to the obligations contained in the Agreement. The printed name also indicates that all approvals required by Commonwealth contracting procedures have been obtained.

Software Publisher acknowledges and agrees the terms and conditions of this Appendix shall supplement, and to the extent a conflict exists, shall supersede and take precedence over the terms and conditions of Software Publisher's Software License Agreement.

IN WITNESS WHEREOF, Software Publisher has executed this Appendix to Software Publisher's Software License Agreement on the date indicated below.

Witness:

Signature Date

Printed Name

Title

Software Publisher:

Signature Date

Printed Name

Title

**COMMONWEALTH OF PENNSYLVANIA
PENNSYLVANIA GAMING CONTROL BOARD**

By: _____ [Signature Affixed Electronically]
Administrative Director Date

APPROVED:

_____ [Signature Affixed Electronically]
Comptroller Date

APPROVED AS TO FORM AND LEGALITY:

_____ [Signature Affixed Electronically]
Office of Chief Counsel Date

_____ [Signature Affixed Electronically]
Office of General Counsel Date

_____ [Signature Affixed Electronically]
Office of Attorney General Date

EXHIBIT

B

Technical

Proposal

**APPENDIX A
PROPOSAL COVER SHEET
COMMONWEALTH OF PENNSYLVANIA
PENNSYLVANIA GAMING CONTROL BOARD**

RFP# 2025-1

Enclosed in three separately sealed submittals is the proposal of the Offeror identified below for the above-referenced RFP:

Offeror Information:	
Offeror Name	TruView BSI, LLC
Offeror Mailing Address	225 Broadhollow Rd., Suite 304 Melville, NY 11747
Offeror Website	www.truviewbsi.com
Offeror Contact Person	Nicholas M. Auletta
Contact Person's Phone Number	516-289-0273
Contact Person's Facsimile Number	516-289-0273
Contact Person's E-Mail Address	nmauletta@truviewbsi.com
Offeror Federal ID Number	820684693
Offeror SAP/SRM Vendor Number	544527

Submittals Enclosed and Separately Sealed:	
☒	Technical Submittal ☒ Domestic Workforce Utilization Certification
☒	Small Diverse Business and Small Business Participation Submittal ☒ Small Diverse Business and Small Business Participation Submittal Form ☒ Small Diverse Business and Small Business Letter(s) of Intent
☒	Cost Submittal

Signature	
Signature of an official authorized to bind the Offeror to the provisions contained in the Offeror's proposal:	
Printed Name	Nicholas M. Auletta
Title	President

FAILURE TO COMPLETE, SIGN AND RETURN THIS FORM WITH THE OFFEROR'S PROPOSAL MAY RESULT IN THE REJECTION OF THE OFFEROR'S PROPOSAL



August 29, 2025

Amanda Peters
Issuing Officer
Procurement and Property Manager
Pennsylvania Gaming Control Board
303 Walnut Street
Commonwealth Tower, 5th Floor
Harrisburg, PA 17101

RE: RFP# PGCB 2025-1, Background Screening Services

Good Day, Ms. Peters:

We are pleased to present our proposal to the Pennsylvania Gaming Control Board for the above-referenced Request for Proposal. We would welcome the opportunity to continue to contribute to the complete success of the PGCB's Background Screening Services program.

Having carefully reviewed the RFP documents, we affirm that TruView complies with all qualifications and requirements and has the experience, expertise, technology, organization, and financial capacity to continue to perform background investigations for PGCB at the highest level in the industry.

The PGCB is a highly valued TruView Client. We hope that in our successful five-year partnership, the PGCB has come to know TruView as a team of talented, trustworthy professionals committed to Client satisfaction. We are proud to have played a role as your background screening partner in supporting PGCB's mission to ensure that all lawful wagering in Pennsylvania is of the highest integrity, credibility, and quality.

Established in 2005, TruView is a Pennsylvania DGS-Certified Small Diverse Business and Veteran Business Enterprise that performs contract background screening and investigative services to over 1,300 Clients throughout the United States. A full-service firm with domestic and international reach, TruView has 20 years of proven experience and expertise in developing customized, comprehensive background investigations and due diligence programs for state regulatory agencies, cities and counties, financial institutions, regulated industries, Fortune 1000 firms, academic and healthcare institutions, and more.

With offices and personnel in New York, California, Florida, New Jersey, Virginia, and other states, we are a dynamic organization comprised of over 150 investigators, analysts, and specialists. While we have full international investigative reach across over 220 U.N.-recognized countries and territories, we are 100% "American Made." All TruView personnel are based in the United States, and, unlike other background investigation companies, we do not house or ship data overseas. Outside of All our services—including customer service—are conducted within the U.S. When Clients call TruView, they know who will answer: a responsive team dedicated to your account who know you and your screening preferences.

TruView achieves Client success by combining modern technology with expert human analysis and unwavering Client responsiveness. In addition to the PGCB, our contract partners include the [REDACTED]

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

TRUVIEW BSI, LLC

888.869.8444 | 225 BROADHOLLOW ROAD, SUITE 304, MELVILLE, NY 11747 | WWW.TRUVIEWBSI.COM



[REDACTED]
[REDACTED] and many others.

As a PGCB partner for five years, TruView proposes numerous value-adds in continuation of our successful partnership.

- [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
- [REDACTED]
[REDACTED]
[REDACTED]
- [REDACTED]
[REDACTED]
[REDACTED]
- [REDACTED]
[REDACTED]
[REDACTED]

Our proposal describes many competitive advantages that set us apart from other companies. We would like to call your attention to TruView’s new ***TCAT™ AI Document Authenticator (“TruView Certification and Authentication Tool”).*** TCAT integrates with AI-based forensic document authentication technology to analyze documents using over 500 different detectors—analyzing metadata, internal structures, image consistencies, fonts in use, and so forth—for signs of fraud. With TCAT, TruView informs employers if documents submitted for verification of employment, education, professional credentials and licensing, and so forth, are authentic, eliminating a growing problem in security while increasing verification efficiency. TCAT AI technology has application to any particular screening process where document proofs are required.

Further, among many extended, customized programs and optional services, TruView’s 20 years of due diligence investigative expertise is expressed in TruView D.E.E.P.—“Diligence, Enhanced for Entities and Principals.” Our due diligence and financial investigations are targeted, in-depth screens that help our Clients ascertain the integrity, financial viability, reputation, and legal standing of individuals or businesses, located anywhere in the world. DEEP is enhanced because we layer technology with expert human analysis.

In addition to expert foundational service capabilities, value-added service options, and truly Client-focused background investigations programs finely customized for maximum protection and cost-effectiveness, TruView is the “more human” background screening firm that differentiates itself from its competitors in many ways, in principle and in practice. For example:

- ***We Are Your "Neighborhood Background Investigations Company" with Global, Best-Practices Capabilities:*** We would like you to think of TruView as your “neighborhood background screening firm” with exceptional capabilities that set the standard for industry best practices and deliver an unequalled combination of technology, accuracy, and “more human” responsiveness.
- ***Department of Labor HIRE Vets Gold Award Winner:*** As a U.S. Veterans Administration-certified Service-Disabled Veteran-Owned Small Business, we are very proud that over 15% of our employee force is comprised of military veterans, and that the U.S. Department of Labor has named TruView a HIRE Vets Gold Award Winner for our hiring practices for 2023 and 2024. Of



course, we do not think that by itself is a reason to choose our company, but we do think our 20 years of background investigative excellence for government agencies is a very good reason.

- ***Specific and Documented Investigative Excellence with the Gaming Industry—Similar Size, Scope, and Complexity.*** With Clients such as PGCB, [REDACTED]

[REDACTED] TruView has the demonstrated experience in customizing background screening programs that work for gaming regulators, as well as other highly regulated industries. TruView develops customized background screening packages for specialized client needs, including, as we have demonstrated for PGCB over the past five years, suitability/licensing investigations of gaming operators, manufacturers, suppliers, and gaming and non-gaming employees.

- ***Dedicated Account Team:*** TruView will continue to assign a dedicated Account Team to manage and fulfill your contract. They are ready to serve you. Our Dedicated Team Approach allows us to be flexible and react quickly to your needs. When you call TruView, you know who will answer: a responsive team that knows you and your screening preferences. Team Leader Daniel Albert will continue to serve as PGCB's hands-on, day-to-day Account Manager. Daniel has eight years of comprehensive experience as an investigator and, as he has proven for the past four years, he is committed to the success of the PGCB background screening services program. He will continue to communicate responsively with PGCB and maintain a firsthand understanding of your requirements and expectations, liaising daily with PGCB while auditing TruView's process from a "line level" perspective to ensure the highest standards, compliance, and accuracy. He is fully supported by Senior Manager Gerard Treanor, Director of Knowledge and Compliance Lisa Worgull, Managing Director Tara Krumholz, and President Nicholas Auletta, along with the highly effective customer service and operational support team.
- ***Every Screen Is Interpreted and Analyzed by Trained Research Analysts:*** With TruView, technology is multiplied by human analysis and interpretation. Our Analysts interpret and analyze every screen, so our reports are more accurate and useful to you—this is one of the reasons why we say TruView is "more human"...literally.
- ***TruView's Industry-Highest Accuracy Rate Protects PGCB:*** Because we have built our company on quality service and compliance, TruView's accuracy rate is 99.998+%, something our competitors cannot achieve. We complete hundreds of thousands of screens each year and we are proud to have never caused our Clients to be party to litigation because of our research.
- ***100% Coverage of U.S. Court Records:*** TruView gives our Clients direct-court access throughout the entire U.S. court system. We have 100% coverage of courts in every local/state jurisdiction in the U.S. (3,300+ courts).
- ***Worldwide Coverage:*** TruView is a full-service background screening and investigative services firm with investigative reach and reporting across all 50 U.S. states and over 220 countries and territories throughout *the world*.
- ***Better Sources:*** TruView has advanced open-source and multiple database intelligence capabilities for more thorough, more accurate background reports. TruView's Integrated Investigative Technology Platform is built with the latest data repositories, to include Sanctions Checks, Global Watch List Search, and Risk Intelligence Databases.
- ***Quick Turnaround:*** With an average turnaround time for all Clients of just over one business day for domestic direct-to-court criminal record searches (without a criminal hit), even with our high accuracy and quality control, TruView is at the top of the industry in turnaround times. Domestic individual and business credit reports are delivered in less than the required timeframes ([REDACTED] hours, respectively). Combined domestic and international individual background are completed, [REDACTED]. The average turnaround time for domestic and international checks (combined) for both entities and individuals (to include direct-to-court/source criminal records checks, education verifications, and employment verifications) is [REDACTED] from receipt of order.



- **Better Reports:** TruView's reporting delivers greater Client peace of mind. Our background screening reports provide comprehensive and informational narration that interpret the data and give you more information on which to make the right decisions about the subject.
- **Audit Trail Process:** TRU365 provides an auditable, detailed chronological record of all actions taken during the background check process, from start to finish. This is industry best practice and is compliant with FCRA; by reviewing the audit trail, TruView can identify potential issues or discrepancies in the background check process. It is part of or extensive Quality Control practices.
- **100% U.S. Based and "American Made":** While it seems the background screening industry cannot offshore operations and customer service fast enough (keeping only limited support services and management in the U.S.), we have made it our mission to stay 100% U.S.-based and "American Made." All of our personnel and services are based in the United States. We do not house or ship data, customer service, or jobs overseas.
- **Consultative Approach to Changing Legal Requirements:** TruView takes a proactive, consultative approach to legal requirements and we assist our Clients in staying ahead of them. We are experts in the continuous changes in legal requirements that impact the background investigations industry.

Our Team is proud to serve the PGCB and it would be a privilege to continue to do so for the next five years. I would be delighted to deliver an oral presentation to underscore why TruView continues to be the right choice for PGCB Background Screening Services.

As TruView's President, I am the individual authorized to address matters related to the Proposal and bind TruView to a contract. Please note that our Proposal will remain valid for at least 120 days from the date of our submission.

I look forward to discussing our proposal with you and to taking the next steps toward a renewed partnership with the PGCB. Thank you for your kind consideration of our proposal.

Sincerely,

Nicholas M. Auletta, CPP
President
TruView BSI, LLC
225 Broadhollow Rd., Suite 304
Melville, NY 11747
516-289-0273
nmauletta@truviewbsi.com

TRUVIEW BSI, LLC

Request for Proposal #PGCB 2025-1, Background Screening Services for the
Pennsylvania Gaming Control Board:
Part III, Technical Proposal of TruView BSI, LLC

Presented to
Amanda Peters
Issuing Officer
Procurement and Property Manager
Pennsylvania Gaming Control Board

Presented by
Nicholas M. Auletta, CPP
President
TruView BSI, LLC
225 Broadhollow Rd., Suite 304
Melville, NY 11747
516.289.0273
nmauletta@truviewbsi.com



A Certified Service-Disabled Veteran-Owned Business

"Born of Tradition. Enabled by Technology. Powered by People."

August 29, 2025

This Proposal contains confidential and proprietary information protected from public disclosure under Pennsylvania Statutes Title 65 P.S. Public Officers § 67.708., Exceptions for public records. Public release of the material marked herein would cause substantial harm to TruView in its ability to compete in the market.

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REQUIRED CERTIFICATIONS

TruView's completed Appendix B – Domestic Workforce Utilization Certification and Appendix C – Iran Free Procurement Certification Form, follow this page.

APPENDIX B
DOMESTIC WORKFORCE UTILIZATION CERTIFICATION

To the extent permitted by the laws and treaties of the United States, each proposal will be scored for its commitment to use the domestic workforce in the fulfillment of the contract. Maximum consideration will be given to those offerors who will perform the contracted direct labor exclusively within the geographical boundaries of the United States or within the geographical boundaries of a country that is a party to the World Trade Organization Government Procurement Agreement. Those who propose to perform a portion of the direct labor outside of the United States and not within the geographical boundaries of a party to the World Trade Organization Government Procurement Agreement will receive a correspondingly smaller score for this criterion. In order to be eligible for any consideration for this criterion, offerors must complete and sign the following certification. This certification will be included as a contractual obligation when the contract is executed. Failure to complete and sign this certification will result in no consideration being given to the offeror for this criterion.

I, Nicholas M. Auletta, President **[title]** of TruView BSI, LLC **[name of Contractor]** a New York LLC **[place of incorporation]** corporation or other legal entity, ("Contractor") located at 225 Broadhollow Rd., Suite 304, Melville, NY 11747 **[address]**, having a Social Security or Federal Identification Number of 820684693, do hereby certify and represent to the Commonwealth of Pennsylvania ("Commonwealth") (Check **one** of the boxes below):

☒ All of the direct labor performed within the scope of services under the contract will be performed exclusively within the geographical boundaries of the United States or one of the following countries that is a party to the World Trade Organization Government Procurement Agreement: Aruba, Austria, Belgium, Bulgaria, Canada, Chinese Taipei, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hong Kong, Hungary, Iceland, Ireland, Israel, Italy, Japan, Korea, Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, the Netherlands, Norway, Poland, Portugal, Romania, Singapore, Slovak Republic, Slovenia, Spain, Sweden, Switzerland, and the United Kingdom

OR

☐ _____ percent (_____ %) **[Contractor must specify the percentage]** of the direct labor performed within the scope of services under the contract will be performed within the geographical boundaries of the United States or within the geographical boundaries of one of the countries listed above that is a party to the World Trade Organization Government Procurement Agreement. Please identify the direct labor performed under the contract that will be performed outside the United States and not within the geographical boundaries of a party to the World Trade Organization Government Procurement Agreement and identify the country where the direct labor will be performed:

[Use additional sheets if necessary]

The Department of General Services **[or other purchasing agency]** shall treat any misstatement as fraudulent concealment of the true facts punishable under Section 4904 of the *Pennsylvania Crimes Code*, Title 18, of Pa. Consolidated Statutes.

Attest or Witness:

 8/26/25

Signature/Date

Alfred Murphy V.P. Investigator

Printed Name/Title

TruView BSI, LLC

Corporate or Legal Entity's Name



Signature/Date

Nicholas M. Auletta, President

Printed Name/Title

8/26/25

APPENDIX C
IRAN FREE PROCUREMENT CERTIFICATION FORM



IRAN FREE PROCUREMENT CERTIFICATION FORM

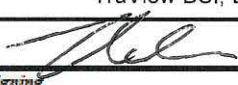
(Pennsylvania's Procurement Code Sections 3501-3506, 62 Pa.C.S. §§ 3501-3506)

To be eligible for an award of a contract with a Commonwealth entity for goods or services worth at least \$1,000,000 or more, a vendor must either: a) certify it is **not** on the current list of persons engaged in investment activities in Iran created by the Pennsylvania Department of General Services ("DGS") pursuant to Section 3503 of the Procurement Code **and** is eligible to contract with the Commonwealth under Sections 3501-3506 of the Procurement Code; or b) demonstrate it has received an exception from the certification requirement for that solicitation or contract pursuant to Section 3503(e).

To comply with this requirement, please insert your vendor or financial institution name and complete **one** of the options below. Please note: Pennsylvania law establishes penalties for providing false certifications, including civil penalties equal to the greater of \$250,000 or twice the amount of the contract for which the false certification was made; contract termination; and three-year ineligibility to bid on contracts. (Section 3503 of the Procurement Code.)

OPTION #1 - CERTIFICATION

I, the official named below, certify I am duly authorized to execute this certification on behalf of the vendor/financial institution identified below, and the vendor/financial institution identified below is **not** on the current list of persons engaged in investment activities in Iran created by DGS **and** is eligible to contract with the Commonwealth of Pennsylvania Sections 3501-3506 of the Procurement Code.

<i>Vendor Name/Financial Institution (Printed)</i> TruView BSI, LLC	
<i>By (Authorized Signature)</i> 	
<i>Printed Name and Title of Person Signing</i> Nicholas M. Auletta, President	<i>Date Executed</i> 8/13/2025

OPTION #2 - EXEMPTION

Pursuant to Procurement Code Section 3503(e), DGS may permit a vendor/financial institution engaged in investment activities in Iran, on a case-by-case basis, to enter into a contract for goods and services.

If you have obtained a written exemption from the certification requirement, please fill out the information below, and attach the written documentation demonstrating the exemption approval.

<i>Vendor Name/Financial Institution (Printed)</i>	
<i>By (Authorized Signature)</i>	
<i>Printed Name and Title of Person Signing</i>	<i>Date Executed</i>

Appendix D
Trade Secret/Confidential Proprietary Information Notice

Proposal Contents

- a. Confidential Information. The Commonwealth is not requesting, and does not require, confidential proprietary information or trade secrets to be included as part of Contractors' submissions in order to evaluate proposals submitted in response to an RFQ. Accordingly, except as provided herein, Contractors should not label proposal submissions as confidential or proprietary or trade secret protected. Any Contractor who determines that it must divulge such information as part of its proposal must submit the signed written statement described in subsection c. below and must additionally provide a redacted version of its proposal, which removes only the confidential proprietary information and trade secrets, for required public disclosure purposes.
- b. Commonwealth Use. All material submitted with the proposal shall be considered the property of the Commonwealth of Pennsylvania and may be returned only at the Issuing Office's option. The Commonwealth has the right to use any or all ideas not protected by intellectual property rights that are presented in any proposal regardless of whether the proposal becomes part of a contract. Notwithstanding any Contractor copyright designations contained on proposals, the Commonwealth shall have the right to make copies and distribute proposals internally and to comply with public record or other disclosure requirements under the provisions of any Commonwealth or United States statute or regulation, or rule or order of any court of competent jurisdiction.
- c. Public Disclosure. After the award of a contract pursuant to a RFQ, all proposal submissions are subject to disclosure in response to a request for public records made under the Pennsylvania Right-to-Know-Law, 65 P.S. § 67.101, et seq. If a proposal submission contains confidential proprietary information or trade secrets, a signed written statement to this effect must be provided with the submission in accordance with 65 P.S. § 67.707(b) for the information to be considered exempt under 65 P.S. § 67.708(b)(11) from public records requests (See **Trade Secret/Confidential Proprietary Information Notice**). Financial capability information submitted in response to a RFQ is exempt from public records disclosure under 65 P.S. § 67.708(b)(26).

Instructions:

The Commonwealth may not assert on behalf of a third party an exception to the public release of materials that contain trade secrets or confidential proprietary information unless the materials are accompanied, at the time they are submitted, by this form or a document containing similar information.

It is the responsibility of the party submitting this form to ensure that all statements and assertions made below are legally defensible and accurate. The Commonwealth will not provide a submitting party any advice with regard to trade secret law.

Name of submitting party: TruView BSI, LLC

Contact information for submitting party:

William Manning
Chief Revenue Officer
TruView BSI, LLC
wmanning@truviewbsi.com / 516-289-0275

Please provide a brief overview of the materials that you are submitting (e.g. bid, grant application, technical schematics):

Proposal in response to PGCB RFP 2025-1, Background Screening Services

Please provide a brief explanation of why the materials are being submitted to the Commonwealth (e.g. response to bid #12345, application for grant XYZ being offered by the Department of Health, documents required to be submitted under law ABC)

TruView's proposal includes information that is publicly unavailable and constitutes confidential information and trade secrets that, if publicly disclosed, would injure TruView's competitive position in the market, and per Pennsylvania Law should be exempt from public disclosure. The information exempt from disclosure includes:

- Client information
- Company financial information
- Methodologies and practices that are developed by, and are unique to, TruView BSI and constitute trade secrets

Please provide a list detailing which portions of the material being submitted you believe constitute a trade secret or confidential proprietary information, and please provide an explanation of why you think those materials constitute a trade secret or confidential proprietary information. Also, please mark the submitted material in such a way to allow a reviewer to easily distinguish between the parts referenced below. (You may attach additional pages if needed)

Note: The following information will not be considered a trade secret or confidential proprietary information:

- Any information submitted as part of a vendor's cost bid
- Information submitted as part of a vendor's technical response that does not pertain to specific business practices or product specification
- Information submitted as part of a vendor's technical or small diverse business response that is otherwise publicly available or otherwise easily obtained
- Information detailing the name, quantity, and price paid for any product or service being purchased by the Commonwealth

Page Number	Description	Explanation
12/136 - 38/136	III-1 Web Service Interface - exempt in its entirety	The information describes/presents methodologies and practices that are publicly unavailable; are developed by, and unique to, TruView BSI; and constitute trade secrets that, if publicly disclosed, would injure TruView's competitive position, and per Pennsylvania Law must be exempt from public disclosure.
39/136 - 43/136	III-2 Data Security - exempt in its entirety	The information describes/presents methodologies and practices that are publicly unavailable; are developed by, and unique to, TruView BSI; and constitute trade secrets that, if publicly disclosed, would injure TruView's competitive position, and per Pennsylvania Law must be exempt from public disclosure.
60/136 - 65/136	III-5 B. Prior Experience	Client information is publicly unavailable and constitutes confidential information that, if publicly disclosed, would injure TruView's competitive position, and per PA Law should be exempt from public disclosure.
108/136 - 111/136	III-7 Financial Capability	TruView is a private company and its financial information is confidential and proprietary and per PA Law must be exempt from disclosure.
112/136 - 121/136	III-8. Work Plan - exempt in its entirety	The information describes/presents methodologies and practices that are publicly unavailable; are developed by, and unique to, TruView BSI; and constitute trade secrets that, if publicly disclosed, would injure TruView's competitive position, and per PA Law must be exempt from public disclosure.
122/136 - 123/136	III-9 Other Requirements - Risk Governance and Business Continuity Policies	The information describes/presents confidential policies and methodologies that are publicly unavailable; are developed by, and unique to, TruView BSI; and constitute trade secrets that, if publicly disclosed, would injure TruView's competitive position, and per PA Law must be exempt from public disclosure.
127/136 - 130/136	III-10 Sample Report	The information represents confidential reporting and methods that are publicly unavailable; are developed by, and unique to, TruView BSI; and constitute trade secrets that, if publicly disclosed, would injure TruView's competitive position, and per PA Law must be exempt from public disclosure.

Acknowledgment

The undersigned party hereby agrees that it has read and completed this form, and has marked the material being submitted in accordance with the instructions above. The undersigned party acknowledges that the Commonwealth is not liable for the use or disclosure of trade secret data or confidential proprietary information that has not been clearly marked as such, and which was not accompanied by a specific explanation included with this form.

The undersigned agrees to defend any action seeking release of the materials it believes to be trade secret or confidential, and indemnify and hold harmless the Commonwealth, its agents and employees, from any judgments awarded against the Commonwealth in favor of the party requesting the materials, and any and all costs connected with that defense. This indemnification survives so long as the Commonwealth has possession of the submitted material, and will apply to all costs unless and until the undersigned provides a written statement or similar notice to the Commonwealth stating that it no longer wishes to exempt the submitted material from public disclosure.

The undersigned acknowledges that the Commonwealth is required to keep all records for at least as long as specified in its published records retention schedule.

The undersigned acknowledges that the Commonwealth reserves the right to reject the undersigned's claim of trade secret/confidential proprietary information if the Commonwealth determines that the undersigned has not met the burden of establishing that the information constitutes a trade secret or is confidential. The undersigned also acknowledges that if only a certain part of the submitted material is found to constitute a trade secret or is confidential, the remainder of the submitted material will become public; only the protected information will be removed and remain nonpublic.

If being submitted electronically, the undersigned agrees that the mark below is a valid electronic signature.


Signature

CHIEF REVENUE OFFICER
Title

8/29/2025
Date

DOMESTIC		
Description	Estimated Annual Qty	Cost
Consumer Credit	8,150	\$9.00
Business Credit	200	\$90.00
Employment checks	4,600	\$102.50
SSN Validation/Verification	6,200	\$5.00
Education	170	\$20.00
County Criminal Check	130	\$12.00

LIEN IDENTIFICATON PROGRAM		
Description	Estimated Annual Qty	Cost
Federal Tax Lien Pointer File - Per Name (initial)	15,000	\$ 12.00
UCC or County Recorder - Direct Search Per Name	3,000	\$ 12.00
(2nd Check, if Hit on Federal Tax Lien	3,000	\$ 12.00

INTERNATIONAL						
Description	Estimated Annual Qty	Cost- United Kingdom	Cost- Belgium	Cost- Ireland	Cost- Canada	Cost- Cayman Islands
Criminal (Individual) - 5 years	1310	\$105.00	\$90.00	\$193.00	\$75.00	\$56.00
Criminal (Entity) - 5 years	50	\$75.00	\$75.00	\$75.00	\$75.00	\$150.00
Credit (Individual)	360	\$106.00	\$304.00	\$218.00	\$50.00	\$261.00
Credit (Entity)	180	\$188.00	\$240.00	\$195.00	\$130.00	\$205.00

III-1. TECHNICAL REQUIREMENTS

1. Web Service Interface

[REDACTED]

- I [REDACTED]
- I [REDACTED]
- I [REDACTED]
- I [REDACTED]
- I [REDACTED]
- I [REDACTED]
- I [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

- I [REDACTED]
- I [REDACTED]
- I [REDACTED]
- I [REDACTED]
- I [REDACTED]

III-2. DATA SECURITY

Data and System Protection—Secure PowerScreen Platform

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

III-3. BILLING AND INVOICING REQUIREMENTS.

TruView customizes billing and invoicing to match your specifications. We provide itemized billing and summary billing invoices, with each charge accompanied by information that includes:

- Screening service provided
- Unique Gaming ID number and Application ID number as provided by PGCB
- Name and SSN/EIN of individual/entity being screened
- Date background screening service ordered
- Date background screening service request completed
- Name of requesting PGCB personnel
- Fee for the screening service

The summary invoice is itemized by expense category and include quantity, unit price, line total and grand total. Invoices also identify vendor name and address, FEIN and purchase order number. Items on the summary invoice match the PGCB purchase orders. Per your specifications, we invoice monthly for completed cases, only. Items in contention are not included on either the summary or itemized invoice. A summary invoice is sent directly to the Comptroller's Office via the designated email address.

Within 48 hours of providing paper invoices, TruView transmits invoice data electronically in a secured XML file, as specified in Appendix L, Background Screening Services Invoicing Interface File Specifications. Amended/interim invoices are delivered electronically in a secure XML file, as well.

Electronic transmission of confidential Client data is protected through encrypted passwords, redundant firewalls, and anti-hacker technologies. All data transmission to and from the servers is encrypted via SSL Certificates featuring SHA-2 and 2048-bit encryption, issued and managed by Thawte, a division of VeriSign. TruView encrypts sensitive data using industry standard protocols and ciphers. Sensitive data in motion or transit (e.g. data transmitted across a network) is encrypted using HTTPS and TLS 1.2. Sensitive data at rest (e.g. data stored in a database) is encrypted using AES-256.

Sample Invoice

TruView has the demonstrated ability to successfully track and segregate billing. Billing is managed and reviewed by TruView's Finance Manager. PGCB is able to view current and past invoices. We submit detailed, itemized monthly billing invoices, tailored to your preferences, to requested recipients. Should you require further customization of your billing templates and invoices, we would be happy to do so. Sample entity and individual invoices follow this page.



Invoice Date: 06/30/2025

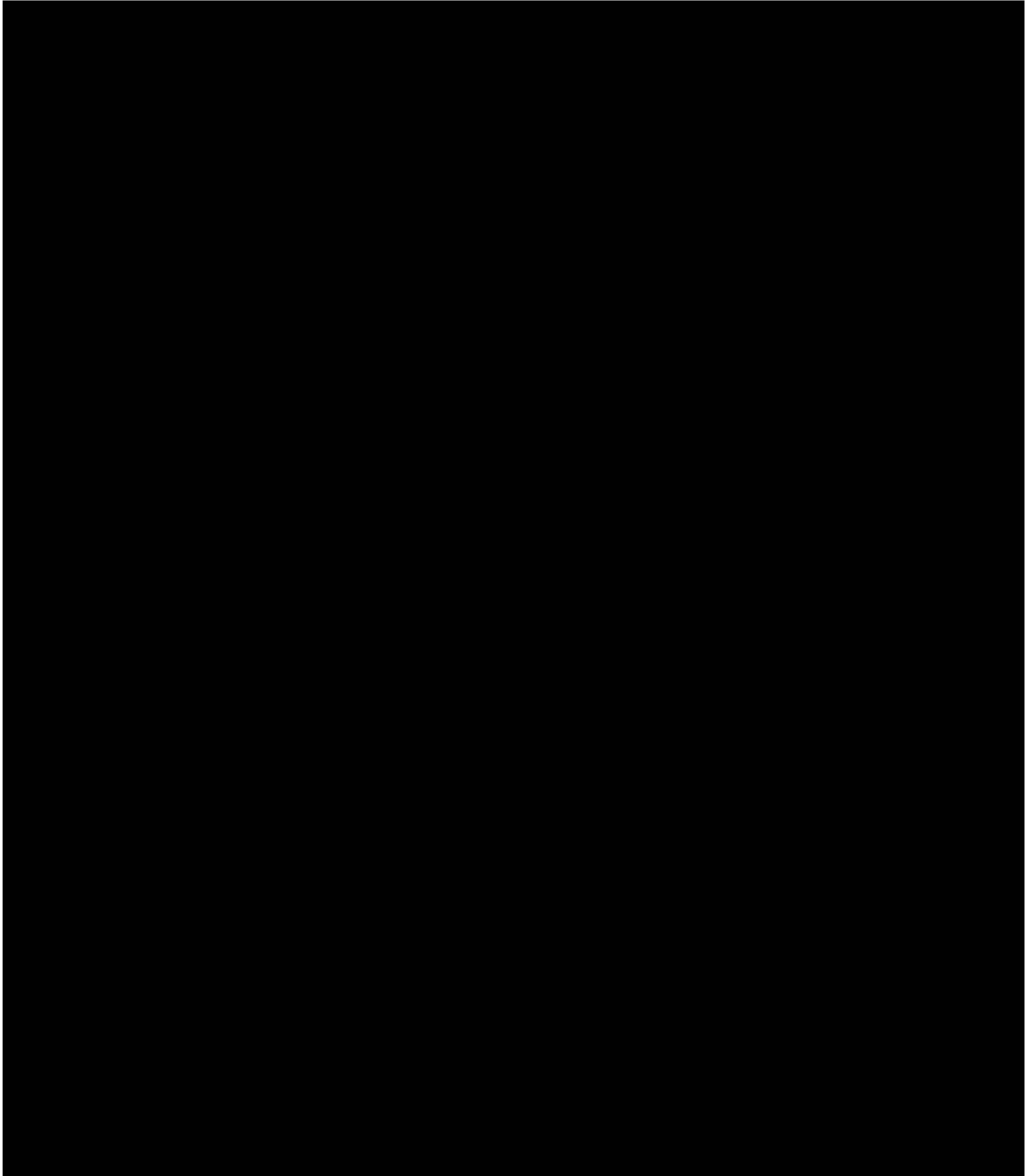
Invoice Number: DD-600210ENT-20250630

Bill To: Pennsylvania Gaming Control Board
P.O. Box 69060
HARRISBURG, PA 17106
ATTN: Amanda Peters

TruView BSI, LLC
225 Broadhollow Road, Suite 304
Melville, NY 11747
PH: 888.869.8444
PH: 714.512.3412

Terms:

Remit To: TruView BSI, LLC
225 Broadhollow Road, Suite 304
Melville, NY 11747
PH: 888.869.8444
PH: 714.512.3412



[REDACTED]

[REDACTED]

Department	Recruiter	ApplicantID	Name	Date	Type	Amount

[REDACTED]

[REDACTED]

III-4. STATEMENT OF THE PROJECT

Having served as the State's background investigations partner since 2020, TruView has a clear and detailed understanding of the services sought under this RFP and, in five years, our Team has demonstrated the ability to execute and deliver background investigations with the highest degree of accuracy, with the greatest possible expediency and cost-effectiveness. Please note that over the past five years, across all Clients and over millions of background screens, TruView has tracked a verifiable 99.998% accuracy rate for background screens; in 2025, up to the date of this proposal, TruView's background screening accuracy rate is a verifiable 100%, with no disputes.

We understand that, the PGCB is responsible for ensuring the integrity of the Commonwealth's gaming industry through background and suitability investigations of gaming operators and the individuals and entities associated with casinos in Pennsylvania, and that the PGCB is also responsible for ongoing evaluation and suitability determinations of all licensed individuals and entities engaged in license renewals.

We understand that in 2024, the Bureau of Investigations and Enforcement ("BIE") investigated over 3,300 companies, principals, and keys and Gaming Level 2 employees related to casino, sports wagering, iGaming, VGT and Fantasy operators, manufacturers, and suppliers; over 7,000 gaming and non-gaming employees; and over 150 companies and individuals associated with certified and registered Gaming Service Providers.

As your current partner for these services, the TruView Team understands that PGCB seeks a background screening firm of the highest caliber, leadership, and integrity to perform domestic and international background screening services to help the Board evaluate and determine the suitability of applicants for gaming licenses and individuals and entities engaged in current license renewals. We understand that these investigative services include, but are not limited to, conducting domestic and international financial, criminal and non-criminal background screens for entities, suppliers, principals, and any other individuals as required by PGCB applying for a gaming license, and are to be performed at the highest level and in compliance with all relevant laws and regulations, and in conformance with industry best practices.

Based on our experience, expertise, resources, and proven industry leadership, and based especially on our proven service performance record of the past five years, we are confident that TruView continues to be the right background screening partner for PGCB. The TruView Team is ready and has the desire to serve PGCB for the next five years.

TruView has developed a Work Plan that encompasses the expectations, requirements, and search specifications identified in the RFP/contract, with Domestic Searches to include:

- Consumer Credit Report (one of three major credit bureaus, 4-hour response time)
- Business Credit Report and Public Record Checks, UCC tax liens and judgments, Office of Foreign Assets Control (OFAC), EDGAR filings, Red Flag checks, D&B report, etc. (24-hour response time)
- Employment Verification, to include The Work Number access; last title held, dates employed, rehire eligibility; five-year history; three attempts (72-hour response time)
- Social Security Number Trace/Validation and Address History
- Education Verification
- County Criminal History Search

TruView's Work Plan includes International Searches throughout the world. We understand that PGCB receives applications for licenses from around the globe. TruView offers complete global investigative coverage, including in over 220 U.N.-recognized countries and dependent territories. TruView's Work Plan will encompass PGCB specifications and requirements, to include:

- Credit History/Financial Suitability (Individual)
- Credit History/Financial Suitability (Entity)—to include bankruptcies, liens, judgments, D&B report, employer ID verification and validation
- Criminal Records Check (Individual)—five years
- Criminal Sanctions Search (Entity)—five years

We are experienced in performing background investigations for the State-controlled gaming industry. TruView has performed complex background investigations for over 20 years; and our Team has performed background investigations for contracts of similar size, scope, and complexity for over 9 years—to include the [REDACTED]

[REDACTED]). TruView has the demonstrated experience in customizing background screening programs that work for gaming regulators, as well as other highly regulated industries.

We Are Your "Neighborhood Background Investigations Company" with Global, Best-Practices Capabilities. TruView works collaboratively with our Clients and ensure seamless delivery of background screens and suitability investigations, the way you want them. We would like you to think of TruView as your “neighborhood background screening firm” with exceptional capabilities that set the standard for industry best practices and deliver an unequalled combination of technology, accuracy, and “more human” responsiveness. Driven by the collaborative focus we bring to our partnerships, we are experienced in developing teams that focus on customized investigative solutions that work for our Clients, within budget. Our collaborative focus ability to be a partner and collaborate is important. In our investigative contracts with large agencies in regulated environments—such as, in addition to our state gaming agency clients, [REDACTED]

[REDACTED]—this has proven to be the case, time and again.

TruView is a Department of Labor HIRE Vets Gold Award winner, two years running. As a U.S. Veterans Administration-certified Service-Disabled Veteran-Owned Small Business, we are very proud that over 15% of our employee force is comprised of military veterans, and that the U.S. Department of Labor has named TruView a HIRE Vets Gold Award Winner for our hiring practices for 2023 and 2024. Of course, we do not think that by itself is a reason to choose our company, but we do think our 20 years of background investigative excellence for government agencies is a very good reason.

TruView takes a Dedicated Team Approach—with highly experienced team members—to your account. TruView will continue to assign a dedicated Account Team to manage and fulfill your contract. They are ready to serve you. Our Dedicated Team Approach allows us to be flexible and react quickly to your needs. When you call TruView, you know who will answer: a responsive team that knows you and your screening preferences. Team Leader Daniel Albert will continue to serve as PGCB’s hands-on, day-to-day Account Manager. Daniel has eight years of comprehensive experience as an investigator and, as he has proven for the past four years, he is committed to the success of the PGCB background screening services program. He will continue to communicate responsively with PGCB and maintain a firsthand understanding of your requirements and expectations, liaising daily with PGCB while auditing TruView's process from a "line level" perspective to ensure the highest standards, compliance, and accuracy. He is fully supported by Senior Manager Gerard Treanor, CFE; Director of Knowledge and Compliance Lisa Worgull; Director of Operational Support Jose Lopez; Managing Director Tara Krumholz; and President Nicholas Auletta, along with the highly effective customer service and operational support teams.

TruView’s work plan addresses the methodologies needed for accurate background investigations that give the PGCB the ability to quickly and accurately evaluate the integrity, qualifications, and suitability of applicant entities and principals/key personnel. Based on our review of the RFP and our

experience in performing comprehensive background investigations for the PGCB and other state gaming regulatory agencies, TruView's work plan addresses the complexities of the scope of licensing for each applicant and the degree of investigation needed to evaluate suitability, business integrity, and so forth.

TruView uses the proprietary state-of-the-art, secure, cloud-based PowerScreen web service interface technology—built with PGCB’s compliance and regulatory needs in mind. Our background screens will help PGCB minimize risk by ensuring the responsibility, integrity and credibility of the applicant prior to licensure. TruView’s research analysts and investigators will diligently verify applicant information for accuracy, consistency, and authenticity and perform thorough database and direct-source screens. TruView has extensive experience in application and document review. Our detail-oriented professionals carefully consider and independently examine each piece of information supplied by the applicant. TruView takes an extremely selective approach to our numerous data sources, resulting in more reliable, complete, and accurate background screening results.

We Lead in Technology: TruView's technology leadership is exemplified through custom integration of our proprietary PowerScreen platform, which, combined with our Team, delivers accuracy, compliance, and timely screens. TruView's technology, combined with the talents of our experienced background screening team, gives us the complete capacity to deliver expedient, custom-tailored background checks for licensing and vetting third-party entities, service providers, and employees. Screenings are conducted from start to finish by one, dedicated screener. In case a backup screener is required, the two are required to keep diligent notes, ensuring all components of the screening are complete. The PowerScreen solution facilitates:

-
Age Group	Should Take Action (%)	Should Not Take Action (%)
18-29	95	5
30-49	95	5
50-69	95	5
70+	95	5

TruView distinguishes itself from the competition in part through our analytical approach to background screening. TruView understands that due diligence is more than simply providing the data obtained. Our background screening analysts and investigators provide experienced human oversight to supplement comprehensive electronic data systems by interpreting or highlighting information critical to a complete report that provides maximum client protection and the highest quality control.

TruView's technologies like PowerScreen set us apart from competitors. Consider also TruView's new **TCAT™ AI Document Authenticator** ("**TruView Certification and Authentication Tool**). TCAT integrates with AI-based forensic document authentication technology to analyze documents using over 500 different detectors—analyzing metadata, internal structures, image consistencies, fonts in use, and so

forth—for signs of fraud. With TCAT, TruView informs employers if documents submitted for verification of employment, education, professional credentials and licensing, and so forth, are authentic, eliminating a growing problem in security while increasing verification efficiency. TCAT AI technology has application to any particular screening process where document proofs are required.

We have built into our Team the professional experience to supervise and review our investigative work product for legal and compliance sufficiency. We ensure that administrative actions are supportable from a legal compliance standpoint throughout the administrative process, including the administrative hearing process. The PGCB's background and suitability investigations of gaming operators and other individuals and entities associated with casinos in Pennsylvania are closely managed by our Account and Executive Teams. We make sure that every background report released from our offices is reviewed by your Dedicated Team Leader and Supervisory Analyst in Charge for accuracy and compliance.

Per FCRA, individual applicants may request certain elements of their completed background investigations. As applicable to the law, if an applicant requests a report, we promptly respond on TruView letterhead with a brief acknowledgement of the request, and a full copy of the report. The letter also includes TruView's toll-free customer service hotline. Because TruView practices rigorous quality control procedures, we have the industry's lowest dispute rate and highest accuracy rate (this year our accuracy rate is 100%).

Every screen is interpreted and analyzed by trained research analysts. TruView's industry-highest accuracy rate protects PGCB. We love technology—we continually innovate and optimize our service capabilities and efficiency—but we believe that leading the industry in accuracy means technology must be multiplied by the power of human analysis and interpretation. Our Analysts interpret and analyze every screen, so our reports are more accurate and useful to you—this is one of the reasons why we say TruView is “more human”...literally. Because we have built our company on quality service and compliance, TruView's five-year accuracy rate is 99.998+%, something our competitors cannot achieve. We complete hundreds of thousands of screens each year and we are proud to have never caused our Clients to be party to litigation because of our research. *Unlike other background screening companies that give their clients automated reports powered by “AI” or database scraping technologies, TruView's results and reporting are “Powered by People.”*

TruView performs direct-to-court county (and statewide) criminal record searches. Unfortunately, other background screening companies cut corners on price and speed by using data aggregators (AI screen scrapers) or “unlimited county searches” in place of direct court searches. These practices, when used alone, could lead to inaccuracies and/or violations of FCRA. At TruView, we have never passed off a database search as a direct court search—and we never will. *TruView gives our Clients direct-court access throughout the entire U.S. court system. We have 100% coverage of courts in every local/state jurisdiction in the U.S. (3,300+ courts).*

TruView maintains full international screening capability while staying 100% U.S.-based and “American Made.” TruView has global investigative reach across the 50 U.S. states and over 220 U.N.-recognized countries and territories. While we use carefully vetted international partners when needed to conduct international screens, we do not house data or ship customer service overseas. All our services—including reporting, data storage, and customer service—are conducted within the U.S.

Our quality control measures follow every step of our process. TruView used a highly evolved quality control methods throughout our operations, to include weekly, companywide reporting of key performance indicators; contract and regulatory compliance monitoring; operational performance assessments; vendor quality assessment process; continual management review of reports and turnaround times; staff reviews; customer service level audits and implementation of client feedback; legal compliance assessments and ongoing legal tracking; employee compliance program; continuous security

testing; privacy policies; continuous assessment of contract deliverables; management review of reports; monthly financial audits; recruiting and hiring standards; internal training program reviews; technology assessments; executive legal review; close monitoring of vendor performance; and much more.

Our quality control practices include using as many as four data points (full name, date of birth, Social Security number, and known address) to confirm identity. TruView further confirms records through local public and court records. TruView verifies all disputed elements, per federal law. Applicants can call our toll-free customer service hotline to dispute a result or ask questions about the screening process and subsequent reporting. TruView maintains direct contact with the applicant throughout the process and accepts evidence from the applicant supporting his or her claim. To maintain transparency with our Clients, a “Disputes” section of the TruView platform allows you to monitor ongoing applicant disputes. TruView has a record of zero disputes for 2025 and a 99.998% accuracy rate (0.002% dispute rate) across all Clients in the past five years.

Audit Trail Process: TRU365 provides an auditable, detailed chronological record of all actions taken during the background check process, from start to finish. This is industry best practice and is compliant with FCRA; by reviewing the audit trail, TruView can identify potential issues or discrepancies in the background check process. It is part of or extensive Quality Control practices.

TruView is at the top of the industry in turnaround times. With an average turnaround time for all Clients of just over one business day for direct (local) court criminal record searches (without a criminal hit), even with our high accuracy and quality control, TruView is at the top of the industry in turnaround times. TruView’s turnaround times for PGCB domestic and international background screens from January 2024 – August 2025 are:

- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]

TruView maintains advanced database intelligence capabilities for better sourcing. TruView has advanced open-source and multiple database intelligence capabilities for more thorough, more accurate background reports. TruView’s Integrated Investigative Technology Platform is built with the latest data repositories, to include Sanctions Checks, Global Watch List Search, and Risk Intelligence Databases.

TruView staunchly opposes the “car-factory” model of background screening practiced by the larger providers. TruView staunchly opposes the “car-factory model” of background screening espoused by most backgrounds screening providers, whereby each search methodology (i.e. verifications, criminal checks, public record searches, reference checks, etc.) is assigned to a different departments, which may be located geographically distant from each other (or overseas)—the background report is compiled similar to a car in a factory. TruView’s model focuses on hiring Research Analysts who go through stringent hiring and training to analyze data and work each background integrally, from the front to the back. We believe this provides more consistency, accuracy, and an overall better experience.

We will continue to ensure that our background and suitability investigations comply with all relevant laws, standards, and industry best practices. TruView will continue to complete background screens as defined by Pennsylvania Code and federal law. TruView is a consumer reporting agency (CRA), as defined by the Fair Credit Reporting Act. We stay current in, and comply with, all applicable federal, state, and local laws and guidelines, including, but not limited to, the Federal Fair Credit

Reporting Act (15 U.S.C. § 1681 et seq., the “FCRA”) and all other relevant federal, state, and local statutes, as well as relevant business and professions codes and standards. TruView’s background investigations meet and exceed all industry best practices and compliance standards.

TruView has the financial capacity to implement, execute, and complete the contract. TruView has sustained steady, significant, organic growth over the past eight years, despite pandemics and economic conditions. TruView's President Nicholas Auletta and his financial team have taken progressive steps to ensure a solid foundation for growth. TruView's is a perfect record of contract completion. We have a proven track record of resource scalability to fulfill the requirements of increasingly larger contracts with government agencies. Our company's risk management practices meet or exceed industry standards and best practices, including insurance coverage that is comprehensive and robust; and our fiscal policies maximize sustainability and the ability to execute and maintain large service contracts and expand on current contracts.

TruView is full-service investigations with extended capabilities that include comprehensive due diligence services. TruView’s 20 years of due diligence investigative expertise is expressed in TruView D.E.E.P.—“Diligence, Enhanced for Entities and Principals.” Our due diligence and financial investigations are targeted, in-depth screens that help our Clients ascertain the integrity, financial viability, reputation, and legal standing of individuals or businesses, located anywhere in the world. DEEP is enhanced because we layer technology with expert human analysis.

As a PGCB partner for five years, TruView proposes numerous value-adds in continuation of our successful partnership.

- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]

III-5. QUALIFICATIONS

A. Company Overview



TruView BSI, LLC is a State of Pennsylvania Department of General Services-Certified Small Disadvantaged Business and Veteran Business Enterprise that performs contract background screening and investigative services to over 1,300 Clients throughout the United States.

A limited liability company established in New York on April 20, 2005, as the Background Screening and Investigative Services (“BSI”) Division of then one of the largest privately owned security and investigative services firms in the United States, TruView is “Born of Tradition, Enabled by Technology, Powered by People.” Nicholas M. Auletta, TruView’s President and Managing Member, has owned the company since March 2017. With over 20 years in operation— eight years as a successful, fully independent firm—TruView has proven experience in developing full-service background screening and investigative programs for regulated industries such as those of gaming, power/energy, finance, healthcare, and transportation; cities and counties; large government agencies; academic institutions; and international businesses, including Fortune 500 firms).

TruView is a dynamic organization comprised of 150 investigators, research analysts, and specialists, with offices and personnel in New York, California, Florida, New Jersey, and other states. Built on strong, responsive partnerships, we achieve Client success by combining technology with expert human analysis and unwavering Client responsiveness. Our robust portfolio reflects a wide-ranging government and non-government Client base, with a growing number of contracts in the \$2 to \$7 million value range. Leveraging experience and innovation, TruView is an ascending company with an excellent reputation in the industry.

Our firm has the complete financial capacity to execute and complete this contract at the highest level. We take a collaborative approach in developing and executing Client-customized background screening solutions refined to their specific requirements. In addition to the PGCB, our contract partners include the New York State Gaming Commission, Colorado Department of Revenue – Division of Gaming, New York MTA, District of Columbia Office of Integrity, Huntington National Bank, New York Power Authority, Los Angeles Department of Water and Power, Voya Financial, State of Minnesota Department of Administration, New York State Insurance Fund, City of Fort Worth, Atlas Air, Nashville International Airport, and many others.

TruView is a full-service investigative services firm with deep experience and expertise in domestic and international background screening and suitability/licensing/compliance investigations of gaming operators, manufacturers, suppliers, and gaming and non-gaming employees; pre-employment screening; fraud investigations; integrity and compliance monitoring; business intelligence; insurance and workers' compensation investigations; clearance investigations; and many other applications. We maintain full investigative coverage across all 50 U.S. states and internationally in over 220 U.N. recognized countries and territories.

Values

We Are Obsessed with "Keeping It Human": We are obsessed with keeping our services "human" in what is fundamentally a very human business—we affect people's lives in what we do! We are a Team dedicated to Client happiness and positive user experience. We believe that to be truly *great*, we must be more responsive, more in tune, and more attentive to our Clients to amplify their TruView experiences.

We Intertwine Technology with the Power of Human Analysis: We love technology and its ability to optimize our efficiency—and we are proud of our TRU365 screening platform and proprietary

technologies—but we believe strongly that it must be intertwined with the power of human analysis for BETTER INVESTIGATIONS, BETTER RESPONSIVENESS, and BETTER VALUE for our Clients.

MISSION

To provide analytical investigative, background screening, and business intelligence solutions that keep people and organizations safer, more secure, and better informed.

VALUES

EARN TRUST: "Trust is not given; we strive to earn it in our actions every day."

BE BOLD: "In the absence of orders, Attack!"

CONTINUE TO IMPROVE: "Train, learn and work toward continual improvement of our company and ourselves."

DO GOOD: "Do the right thing even when no one is looking."

BE A LEADER: "We understand the greatest untapped source of motivation is a sense of service to others."

GIVE BACK: "We enrich and serve the communities in which we work."

We Know the Meaning of "Client-Focused Partnership": The antithesis of one-size-fits-all "solutions," TruView offers 100%-customized services. We do not operate like a "vendor," and we are not an SaaS company. We operate as a partner—as an extension of your team—by building programs that meet and exceed your unique needs. Our solutions are *your* solutions.

We "Find the Needle": TruView Research Analysts and Investigators "find the needle" and uncover what other firms will not, and we do so in the most Client-responsible, cost-effective way possible. This extends to background screens for the PGCB. We have demonstrated the ability to build expert contract investigative teams, supported by an experienced management team and a streamlined process.

We Are Your Guide in the Trust Economy

In a trust economy, where success depends on the quality and quantity of connections with stakeholders, customers, and partners, TruView helps protect you from taking the wrong steps with those who would compromise trust—with potentially devastating consequences to the hard-won successes of PGCB and its importance to the economy of Pennsylvania.

Full-Service Background Screening and Investigative Services

Background Screening

- Regulatory Screening for Government Licensing
- Vendor/Contractor/Third-Party Background Screening
- Comprehensive Background and Clearance Investigations
- Pre-Employment and Employment Screens
- Employment and Compliance Screening for Regulated Industries
- Continuous Monitoring: Criminal, Sanctions, Social Media

TruView365 Risk-Based Intelligence Services

- Red Flag Checks & Due Diligence Services
- Social Media Monitoring
- Open Source Intelligence Investigations
- Criminal Database Monitoring
- Threat Monitoring

- Global Watch List/OFAC Monitoring
- Adverse Media Monitoring

Investigative Services

- Integrated Investigative Technology Programs
- Fraud and Criminal Investigations
- Financial Investigations
- Integrity and Compliance Investigations
- Confidential Workplace Investigations
- Insurance Investigations

Most Relevant Screening Service Applications

Regulatory Background Investigations for Government Licensing—Gaming Industry: TruView's comprehensive background investigations uncover all information to determine applicant suitability, compliance, and fitness for government licenses, positions within government agencies, and so forth. We understand the importance of comprehensive background investigations in helping to maintain integrity in government programs and revenue streams such as sports gaming. Over the past 10 years, TruView has developed an exceptional team of certified fraud examiners, research analysts, and financial investigators with direct experience in performing complex background investigations for state gaming regulators.

Comprehensive Background and Clearance Investigations: TruView sets the standard for comprehensive clearance investigations for trust positions in government agencies—we understand that these services are critical to trust in public institutions. We have performed thousands of comprehensive background investigations for public safety agencies, state and local government institutions, and public benefit corporations in highly regulated spaces.

Vendor/Contractor Compliance Screening: Third-party vendors, contractors, and consultants are an indispensable part of the modern workforce. And they have access to critical facilities and information. Leading in innovation, TruView has built an original, cloud-based technology solution that delivers peace of mind to security and project managers in knowing the third parties on their secure sites are fully vetted and compliant with all federal, state, and local regulations and industry standards.

Pre-Employment and Employment Background Screening: By blending human interpretation with our powerful technology platform, TruView customizes pre-employment and employment screening packages for every Client need, with full domestic and international reach. Services and search methodologies encompass a complete universe of criminal record and compliance searches, verifications, continuous monitoring, social media screens, and more. Includes integrated service options such as electronic form I-9 verification with E-Verify, drug screening, compliance functionalities, and so forth.

Industry Compliance Screening: TruView develops customized solutions to help Clients enact or comply with industry-specific regulatory compliance. We apply our technology and analytical expertise to wide-ranging industries—such as the heavily regulated gaming industry, aviation, healthcare, and power utility sectors, for example—so Client staff, employees, and vendors are fully screened, on schedule. Our compliance screening expertise extends to virtually any application, such as:

- State Gaming Regulations
- Construction Industry Regulations
- Federal and State Regulatory Compliance Screens
- Regulated and Unregulated Alcohol & Drug Screening, including DOT Screens
- Medical Sanctions Monitoring
- Pilot Records Improvement Act Screens
- National Driver Registry Checks

Due Diligence Services

TruView D.E.E.P.: “Diligence, Enhanced for Entities and Principals”

TruView Due Diligence/Financial Investigations are targeted, in-depth screens that help our Clients ascertain the integrity, financial viability, reputation, and legal standing of individuals or businesses, located anywhere in the world. Experts in worldwide physical and cyber sourcing tactics, TruView investigators and analysts team up to perform the full scope of due diligence services. DEEP is enhanced because we layer technology with expert human analysis.

DEEP evolves from TruView’s 20 years of successful experience in performing comprehensive reputational risk assessments, financial background investigations, pre-investment due diligence, KYC/AML investigations, and related investigations—customized to the needs of our unique Clients for maximum benefit. TruView stands out from the competition: While most firms regurgitate database searches performed by their overseas operators, TruView—with our 100% U.S.-based team—layers tactically chosen database and intelligence searches with expert human analysis, and delivers it in well-written, supervisor-reviewed report—“DEEP.” TruView investigators and analysts team up to perform the full scope of due diligence services for such applications as Financial Investigations / Red Flag Review / Strategy and Manager Selection / Pre-Investment Due Diligence / Company Acquisitions/Mergers / Compliance Monitoring / Know-Your-Client Investigations / Executive Placement/Board Selection / Discreet Source Inquiries / Asset Searches / International Business Issues / Pre-Litigation.

Professional Affiliations, Licenses, and Certifications

As a consumer reporting agency, TruView acquires and maintains all licenses, certifications, and registrations required by Contract or by state or local laws to perform background screening and investigative services.



TruView’s professional affiliations include those with:

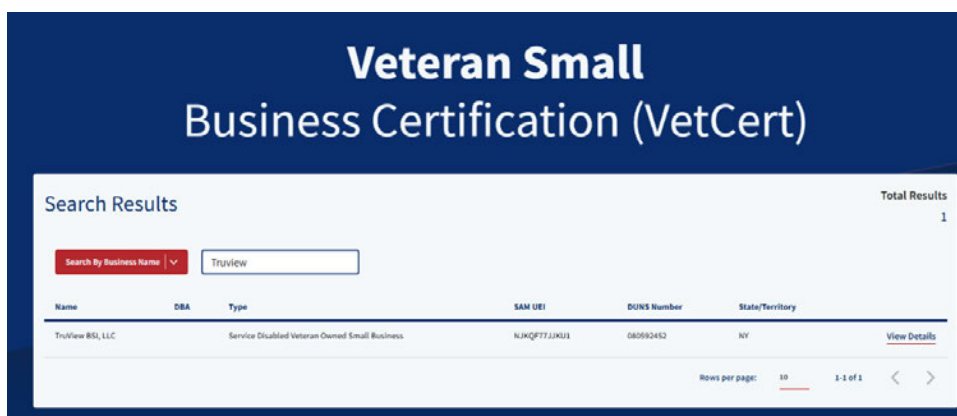
- Professional Background Screening Association (PBSA)
- Association of Licensed Detectives of New York State
- Association of Certified Fraud Examiners
- National Law Enforcement Associates
- California Background Investigators Association
- California Law Enforcement Background Investigators
- New York Welfare Fraud Investigators Association
- American Agency of Industrial Security (ASIS) International
- Council of International Investigators
- Society for Human Resources Management (SHRM)



TruView's professional licenses and certifications include:

- Multiple State Private Investigator Licenses
- U.S. Department of Veterans Affairs/U.S. Small Business Association Certified Service-Disabled Veteran-Owned Small Business
- Pennsylvania Department of General Services-Certified Small Disadvantaged Business and Veteran Business Enterprise
- New York State Certified Service Disabled Veteran Owned Business
- Massachusetts Service-Disabled Veteran Owned Business Enterprise
- City of Los Angeles Certified Disabled Veteran Owned Business/Small Business Enterprise

U.S. Small Business Administration/Department of Veterans Affairs-Verified Service-Disabled Veteran-Owned Business



✕

TruView BSI, LLC

Service Disabled Veteran Owned Small Business

Certification Information

DUNS 080592452	DBA -----	Last Verified Sep 9, 2021	Expiration Date Sep 9, 2026

Business Information

SAM UEI NJKQF77JJKU1	Cage Code -----	Entity Type Limited Liability Company (LLC)	Year Established -----



202-205-8800 | sba.gov
409 3rd St, SW. Washington DC 20416

Dec. 15, 2023

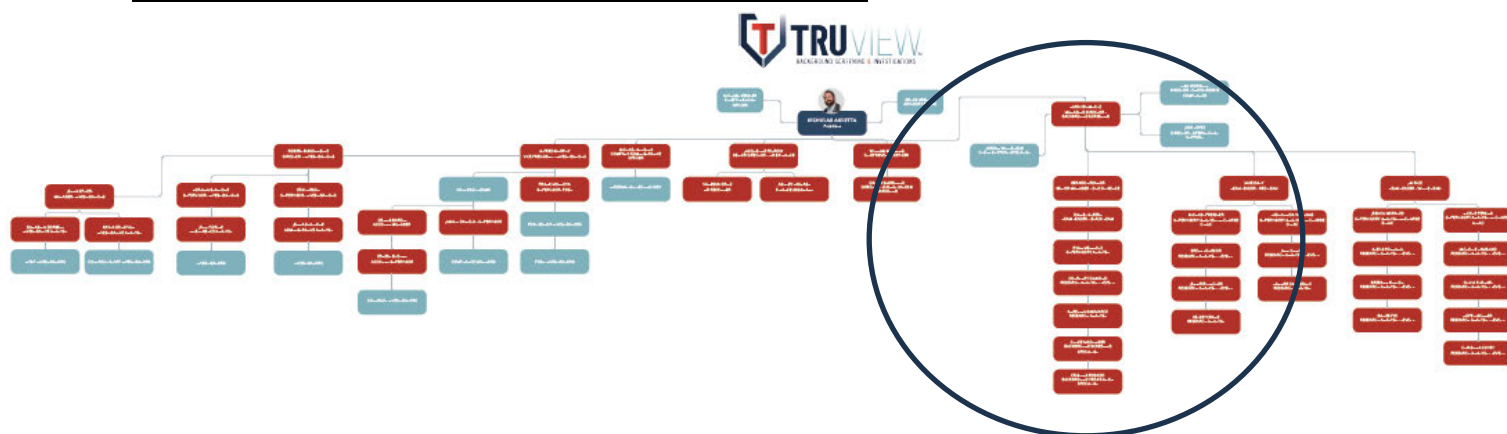
TruView BSI, LLC
SAM UEI: NJKQF77JJKU1
25 Newbridge Road, Suite 210
Hicksville, NY 11801

Dear TruView BSI, LLC:

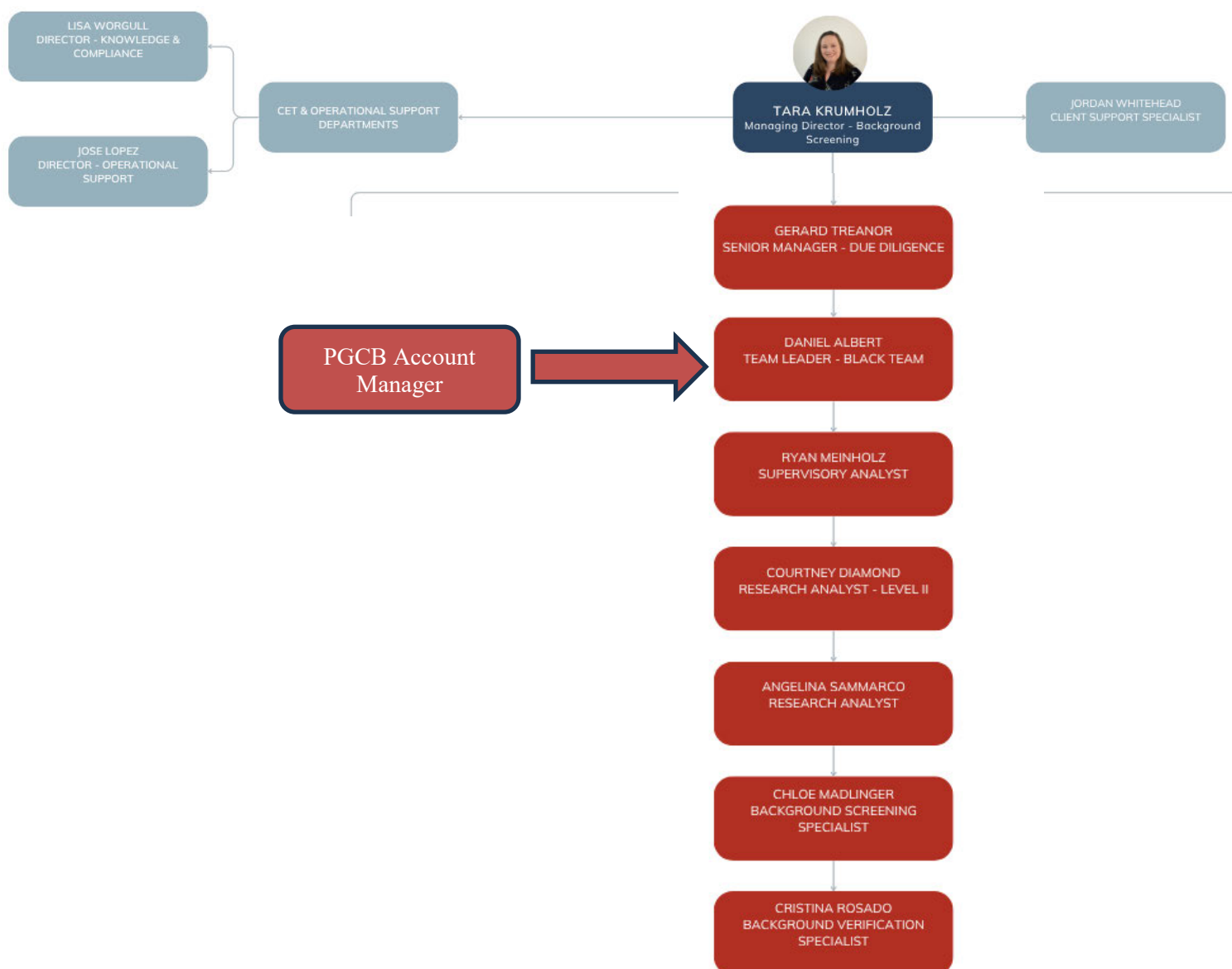
On behalf of the Small Business Administration (SBA), Veteran Small Business Certification Program (VetCert), I am writing to inform you that TruView BSI, LLC's VetCert expiration date has been extended one year from the period of eligibility established by the Department of Veterans Affairs, Center for Verification and Evaluation. Your new VetCert expiration date is Sept. 9, 2025. TruView BSI, LLC's business profile and period of eligibility, are viewable in the public VetCert database located at <https://veterans.certify.sba.gov>.

C. Personnel

Proposed Project Team and Organizational Structure



Background Screening Team – PGCB



Dedicated Team Approach

Following our Dedicated Team Approach, TruView will continue to assign Daniel Alber, Team Leader – Due Diligence as the dedicated Account Manager for PGCB. He will serve as your primary point of contact and lead a dedicated team of qualified, well-trained research analysts, and ensure success and Client satisfaction. Daniel and his team will be fully supported by the TruView Executive and Client Support Teams. This provides complete account backup and escalation, as necessary. Like all of TruView’s personnel and services, your Dedicated Account Team is fully U.S. based. When you call TruView, you will be speaking with the individuals who are directly responsible for performing your screens, serving you as a Client, and ensuring your satisfaction. We take a consultative, collaborative approach to your background screening program. In part, this means that our Team translates currency in applicable legislative and industry trends to your benefit in collaborative fashion, providing non-legal guidance and interpretation regarding criminal background checks to designated PGCB managers/representatives. TruView’s Dedicated Team Approach allows us to allocate workload for members of the team depending on the flow of incoming criminal background screens. It is an efficient and effective management system, allowing our organization to flex and react to your needs and sets the industry best practice for customer service and client responsiveness.

TRUVIEW DEDICATED TEAM APPROACH FOR THE PENNSYLVANIA GAMING CONTROL BOARD	
Nicholas M. Auletta, President	Executive Leadership – available for consultation with PGCB
Tara Krumholz, Managing Director, Background Screening	Executive Direction and Oversight – available for consultation with PGCB
Alfred Murphy, Vice President - Investigations	Executive Investigative Support, if needed
Gerard Treanor, Director – Due Diligence	Executive Contract Direction and Direct Support for the Account Manager – available for consultation with PGCB
Jose Lopez, Director – Operations	Process Technology and Compliance / Operational Support – available for consultation with PGCB
Lisa Worgull, Director – Knowledge and Compliance	Client Support and Training; Legal/Industry Developments and Compliance – available for consultation with PGCB
Daniel Albert, Team Leader – Due Diligence	Dedicated Project Manager —Team Management, Reporting, Quality Assurance, Background Screens – daily PGCB consultation and support
Ryan Meinholz, Supervisory Analyst in Charge – Due Diligence	Team Supervision, Report Review, Background Investigations - Account Management Support for the Project Manager
Courtney Diamond, Research Analyst Level II – Due Diligence	Background Investigations, Domestic and International Research, Reporting
Angelina Sammarco, Research Analyst	
Chloe Madlinger, Background Screening Specialist	
Cristina Rosado, Verifications Specialist	Domestic and International Verifications
Karina Herrera, Operations Assistant	Client Support
Jordan Whitehead, Client Support Specialist	Client Support
<i>The management, operations, and support of the PGCB account are conducted by the above individuals through TruView’s headquarters offices in New York and West Coast offices in California. TruView will continue to serve your account primarily from our New York Office. TruView Team Leader Daniel Albert will continue to serve as PGCB’s Dedicated Account Manager, with direct management support from Director Gerard Treanor and the</i>	

TruView Executive Team. Our dedicated team for PGCB is available to you to ensure you get the support and service you expect. However, part of TruView's Team Approach means our entire team—including our Executive Team—will be available to you to address your needs and concerns. Your Dedicated Team will be available via a direct telephone number and/or email address and will provide updates on pending items. TruView does not use call centers, preferring a responsive, direct-to-Client service approach. We will be available to you during your business hours as requested, with extended service support via monitored “help@” email, the TruView 1-888 number, and website chatbot. Our offices will be available to you during weekday business hours from 8 a.m. to 6 p.m., or as prearranged at your request.

TruView Staff Member	Investigations Expertise	Background Investigations / Licensing – Gaming Industry	Due Diligence Investigations	International Searches	10 or More Years of Investigative / Relevant Contract Experience
Nicholas Auletta	X	X	X	X	X
Tara Krumholz	X	X	X	X	X
Alfred Murphy	X		X	X	X
Gerard Treanor	X	X	X	X	X
Lisa Worgull	X	X	X	X	X
Jose Lopez	X	X	X	X	X
Ryan Meinholz	X	X	X	X	
Courtney Diamond	X	X	X	X	
Angelina Sammarco	X	X		X	
Chloe Madlinger	X	X		X	
Cristina Rosado	X	X		X	

Team TruView - Profiles

TruView is committed to meeting and exceeding the needs of all Client requests. Our partnerships flourish because our core values and commitment to excellence are embodied in our real-world operations. We have leveraged a Team Approach to projects that takes advantage of TruView's deep competencies in pre-employment background screening services and customer-focused services management. From start to finish, all screens and requests are handled in personalized fashion by an integral TruView team, based in the United States; on a country-by-country basis, some international screens are performed by carefully vetted, reputable, and experience third-party investigative partners. Team TruView maintains daily/frequent contact with PGCB; our consultative approach includes, as service value-adds (at no additional cost), regular meetings with PGCB to provide training and counsel on best practices and quarterly business reviews with TruView senior and executive leadership to identify areas for improvement and continual training.

Nicholas M. Auletta, CPP, President – Executive Contract Leadership

Nicholas M. Auletta is President and Owner of TruView BSI, LLC, a Service-Disabled Veteran-Owned Business and a leader in background screening and investigative services. He is actively involved in

leading operations and services for a portfolio of 1,300 clients across the United States. Nick's successful business experience includes over 15 years in strategic leadership positions. He was selected to participate in the Small Business Administration's Emerging Leaders program for CEOs of established businesses that are job creators in their communities. He is also a Class of 2018 graduate of the select Energeia Partnership at the Academy for Regional Stewardship, a leadership academy of respected business leaders dedicated to identifying and addressing complex issues challenging the Long Island region. Nick was named the 2022 New York Small Business Champion of the Year Award from the U.S. Small Business Administration.

For seven years prior to TruView, Nick served as Vice President of Summit Security Services, Inc., one of largest privately owned security and investigative services companies in the United States, founded in 1976 by his grandfather. Nick played a key role in growing company revenues by over 100 percent in less than five years, launching the firm into the U.S. top 10 largest in the industry.

Nick earned his Bachelor of Science in Leadership and Management from the United States Military Academy at West Point, graduating with the Superintendent's Award and winning the Eastern College Athletic Conference Merit Award for Excellence in Athletics and Scholarship. He is a former Captain in the United States Army, serving as an active-duty U.S. Army Infantry Officer and earning Airborne, Ranger, and Combat Infantryman qualifications. His military experience included three tours and 44 months of deployed time to the Iraq combat zone. Nick's military awards include two Bronze Star Medals and the Meritorious Service Medal, as well as numerous other commendations and achievement medals.

After entering the private sector, Nick earned the coveted Certified Protection Professional (CPP) designation. In 2011, he received a Postgraduate Certificate in Security Management from the University of Pennsylvania at Wharton. In 2014, Nick received the governor's appointment to the New York State Security Guard Advisory Panel, on which he continues to serve. In 2021 and 2022, he was a Committee Member for ASIS International's first-ever Preemployment Background Screening and Vetting (PBSV) Guideline, developed to assist employers in developing, implementing, and maintaining these programs; and in 2023, he received ASIS International certification for the PBSV program. Nick is a member of the Council of International Investigations.

Nick is a tireless advocate for military veterans' issues and holds lifetime memberships with several military associations, to include the Veterans of Foreign Wars (VFW); Iraq and Afghanistan Veterans of America (IAVA); National Infantry Association; U.S. Army Ranger Association and the 1st Cavalry Division Association. He serves on the Board of Directors for the United Way of Long Island and was a leadership coach for the Heroes to Heroes Foundation.

As demonstrated in the past 5 years of service to PGCB, Nicholas Auletta is actively and personally involved in leading TruView in these contract services and continues to be available to PGCB for ad hoc or scheduled consultations, as needed and requested.

Tara Krumholz, Managing Director – Background Screening Division – Executive Account Management

Tara Krumholz has over 15 years of investigations, background screening, and project management experience. As the Managing Director of TruView's Background Screening and Due Diligence Division, Tara directs operations and services to ensure fulfillment of Client contracts services at the highest level. She implements company policies to ensure streamlined, efficient workflows and compliance with federal, state, and local laws. Tara manages Team-based resources to ensure background screens exceed best practices and Client expectations for quality, accuracy, and speed; monitors Client relationships and that our operations teams maintain industry-leading Client responsiveness; and consults with the TruView's Executive Management Team on performance, technology, and best practices. Tara supports Directors/Project Managers to ensure they have the tools needed for day-to-day operations that meet the

highest standards. Prior to her current role, Tara served for two years as Senior Team Leader and Analyst for TruView's Due Diligence Division.

Before her return to the TruView Team in 2021, Tara served as a Project Manager for a government contract with the Department of State's Bureau of Talent Management, in which role she managed projects supporting DOS employees and cybersecurity. Prior to this, Tara held positions as an Investigative Program Leader and a Background Screening Operations Supervisor with Summit Security Services, TruView's prior parent organization. In these roles she managed an investigative caseload that included litigation support, fraud investigations, surveillance, undercover assignments, and worker's compensation insurance investigations. Tara also performed analytical research using databases and social media to support her casework and close assigned background screens. Tara maintains Secret Clearance with the Department of State. Since 2014, she has been a member of the InfraGard Members' Alliance, Long Island Chapter. Tara holds a Master of Arts in International Security from the Josef Korbel School of International Studies, University of Denver and a Bachelor of Arts in Political Science from Loyola University Maryland. She is fluent in Spanish and is FCRA-Certified by PBSA.

Tara will continue to support TruView's efforts in providing the highest level of service in fulfillment of the PGCB contract. She is available to PGCB for ad hoc or scheduled consultations, as needed and requested.

Alfred J. Murphy, Vice President – Investigations

Al Murphy has a record of success in operations management, investigations, and law enforcement, gained during his 20-year career with the New York City Police Department and more than 14 years in government agencies and the private sector. As the executive leader of TruView's Investigative Services Division, he directs over 150 TruView investigators and specialists in operations across the United States and internationally, ensuring investigative successes and the highest level of contract compliance. Prior to TruView, for three years, Al served as the New York City Regional Manager for Summit Security Services, Inc., then one of the 10 largest security firms in the United States, where he directed a security force of over 2,000 personnel in service to some of the most prestigious clients in the world, including ABC Disney, Columbia University, and the Port Authority of New York and New Jersey. From 2006 to 2017, Al was the Operations Manager for the first-ever Consultative Investigative Unit for the New York City Administration for Children's Services, where he directed a staff of 165 former criminal investigators in investigating allegations of child abuse and neglect, citywide.

Al served in NYPD from 1984 to 2004, retiring at the rank of Lieutenant Commander of the Detective Squad, serving as the commanding officer of a precinct squad, with oversight of criminal investigations, to include those of homicide, assault, sexual abuse, robbery, domestic violence, and burglary cases. He supervised and performed high-profile investigations. Al has had extensive training from the New York City Police Academy and other governmental agencies, including in police science, law, social science, and comprehensive investigative techniques. He is an active member of the National Law Enforcement Associates, serving as its President in 2018 and as a member of the Board of Directors since 2019.

As executive leader of TruView's Investigations Division, Alfred Murphy's has played a key role in expanding TruView's operational capabilities and developing an investigative corps to meet TruView's contract growth along several service lines, including investigations for high-profile agencies. He is available to support the Team in fulfillment of these contract services, if needed.

José Lopez, Director – Operational Support

José Lopez has over 15 years of experience in the background screening industry, with extensive experience in data analysis. Jose began his career with TruView in 2016 as a Team Leader and steadily progressed into senior management through his expertise, dedication to Clients, and commitment to ensure Team excellence. As Director of Operations, he has the primary responsibilities of facilitating data analytics of operational performance; analyzing technology solutions that contribute to TruView's wide-

ranging background screening and due diligence services; and ensuring product quality assurance, and compliance for the Division, in sync with the company's business plan and objectives. Jose delivers detailed data-driven reports and materials to support the President's goals and expectations for the Division. He develops and facilitates strategic goals, relationships, and processes to support the Division's operational teams and team members in compliance and quality assurance for domestic and international background investigations, vendor management, new product identification and development, and third-body accreditation and audits. He facilitates and implements technological advancements, platform integrations, and so forth to increase Division efficiency and overall performance. Jose is fluent in Spanish and studied engineering and computer science at California State University at Northridge. He is PBSA FCRA-Certified.

Jose will continue to support TruView's efforts in providing the highest level of service in fulfillment of the PGCB contract. He is available to PGCB for ad hoc or scheduled consultations, as needed and requested.

Lisa Worgull, Director – Knowledge & Compliance – Training and Compliance Support for the PGCB Team

Lisa Worgull is a key subject matter expert in TruView's Background Screening Division, with over 25 years of background screening industry experience and expertise. She has served for over five years as the Co-Chair of the prestigious Professional Background Screeners Association (PBSA) Educational Committee. Lisa has been with the TruView for over 14 years, serving from 2017 to 2023 as Managing Director of its Background Screening Division and, from 2011 to 2017, as Director of Background Screening for the BSI Division of Summit Security Services, TruView's former parent company. During this time, Lisa was instrumental in assisting TruView's rise as a leader in the background screening industry. Lisa has extensive experience and expertise in background screening operations, legal compliance, client and vendor relationships, quality control, screening technologies and implementation, background screening database design and analysis, team building, and policy development. Lisa previously was a senior manager for a well-regarded West Coast background screening firm, specializing in background investigations for 25 of top 50 law and accounting firms in the United States, as well as banks, asset-based lenders, private equity entities, and other professional companies. She has a Bachelor of Science degree in Computer Information Systems from California State University at Los Angeles.

Lisa will be available to meet with the PGCB Team on an ad hoc or scheduled basis to provide training and counsel, at no additional cost, and help ensure PGCB remains aware of, and compliant with, FCRA, state and municipal laws, industry trends, and case precedent, and that PGCB is able to comply through the use of our offered platforms and services.

Gerard M. Treanor, CFE, Director – Due Diligence – Executive Direction and Support for the Contract Team

Gerard Treanor, CFE, Director of Due Diligence, has over 18 years of specialized investigative experience across corporate, legal, and government sectors. He has five years of experience with TruView as the key subject matter expert in our Due Diligence Division, beginning as Manager and rising progressively to Director in 2024, as part of the firm's Executive Team. Prior to joining TruView, Gerard spent six years with a large background screening firm as Investigator in the Global Executive Intelligence Division, where he conducted comprehensive investigations and background checks on prospective C-level executives, using highly confidential source information. He conducted extensive due diligence investigations into target companies for clients that included banks and government agencies. He also served for nine years as a Paralegal in the Early Case Assessment Bureau of Kings County (NY) District Attorney's Office, where he conducted interviews with civilian and law enforcement witnesses; analyzed evidence to support applicable criminal charges, in collaboration with Assistant District Attorneys; and drafted legal documents, subpoenas, and accusatory instruments under prosecutorial supervision. Gerard holds a master's degree in criminal justice from John Jay College of Criminal Justice in New York City and a bachelor's degree in criminal justice from SUNY. He is a Certified Fraud Examiner by the Association of Certified Fraud Examiners, which he received in 2008.

Gerard will continue to directly and closely support Team Leader Daniel Albert and TruView's efforts in providing the highest level of service in fulfillment of the PGCB contract. He is available to PGCB for ad hoc or scheduled consultations, as needed and requested.

Daniel Albert, Due Diligence Team Leader – Dedicated Account Manager, Daily PGCB Consultation and Support

Daniel Albert has over eight years of investigative and due diligence experience. He began his TruView career as a Due Diligence Analyst and in four years has demonstrated high investigative and analytical skills, as well as the ability to lead and mentor analysts under his supervision. Now in a management role as Team Leader, he has proven himself an integral member of the TruView Team, handling high-priority cases and Clients with great skill and responsiveness. As a TruView Team Leader, he is the point at which TruView's technology is multiplied by human analysis and Client responsiveness. Daniel trains, mentors, and supervises Research Analysts. He is on point for Client communications and continually audits TruView's process and work from a "line level" perspective to ensure the highest standards, compliance, and accuracy. Daniel conducts more complex screens and reviews reports for quality, monitoring turnaround times and alerts management of potential problems.

Prior to TruView Daniel served for three years as a Confidential Investigator with the Intelligence Unit of the New York City Department of Corrections at Rikers Island Prison, where he conducted high-priority, confidential investigations into allegations of staff misconduct, accumulating vital information and findings in reports that he submitted to the Deputy Commissioner of Investigations. Daniel earned a Bachelor of Arts degree in Sociology, with a minor in Legal Studies & Criminal Justice, from Molloy College, New York.

In his four years of experience in service to PGCB, three as its Dedicated Account Manager, Daniel has developed an intimate understanding of your program, requirements, and expectations. He has demonstrated his ability to lead the TruView Team in delivering the highest quality domestic and international background investigations of entities and principals applying for PGCB licensing and clearance. Reports are consistently expedient and of the highest accuracy, providing clear evidence of the applicant's suitability for licensure, clearance, employment, in meeting contract objectives and requirements. Daniel exemplifies why TruView leads not only in investigative contract deliverables but also in strong Client partnerships with discerning government agencies that require the highest level of performance.

Ryan Meinholz, Supervisory Analyst in Charge – Dedicated PGCB Team Supervisor

Ryan Meinholz has eight years of experience in the field of background investigations and joined TruView in 2018. In that time he has become an integral member of our team for his high-level research and reporting skills, accuracy, work ethic, and customer service. As Supervisory Analyst in Charge, Ryan supports the Team Leader in reviewing screens and reports for quality control, turnaround times, and accuracy, ensuring compliance with federal, state, and local regulations, contract requirements, and industry best. In addition to Ryan's appreciation for the importance of maintaining responsiveness with Clients, he is skilled in conducting comprehensive investigations in compliance with complex contracts and regulatory environments. He trains research analysts in policies, procedures, and techniques, and assists the Team Leader and Director in ensuring that FCRA and all applicable laws are followed, while providing maximum possible accuracy in reportable records to the Client. Ryan graduated in 2017 with a Master of Science degree in Applied Criminology from Alliant International University; he also holds a bachelor's degree in psychology from Cal State Polytechnic University. Ryan is PBSA FCRA-certified.

Courtney Diamond, Research Analyst Level II – Dedicated PGCB Team Member

Courtney Diamond has four years of progressively ascending experience with TruView and is an important member of our Due Diligence Team for her strong analytical skills, customer responsiveness, and her ability to collaborate with cross-functional teams to deliver actionable insights. Courtney prepares detailed vendor screening reports, using advanced investigative tools and diverse information sources.

Courtney holds a Master of Science degree in International Affairs from Florida State University, with a graduate certificate in Emergency Management and Homeland Security. She is PBSA FCRA-certified.

Angelina Sammarco, Research Analyst – Dedicated PGCB Team Member

Angelina Sammarco joined TruView as a Research Analyst in 2025. She holds a Master of Professional Studies degree in Homeland Security and Criminal Justice Leadership and a Bachelor of Science degree in Criminal Justice, graduating Summa Cum Laude, both earned at St. John's University. Prior to joining TruView, Angelina served an internship as OSINT Investigator, U.S. Elections Task Force Analyst, and Intelligence Analyst with Paladin 7/The Counterterrorism Group in Washington, D.C. Angelina is PBSA FCRA-certified.

Chloe Madlinger, Background Screening Specialist – Dedicated PGCB Team Member

Chloe Madlinger has recently joined the TruView as a Background Screening Specialist and is developing quickly as a member of the Due Diligence Team in service to PGCB. She is a recent graduate of the State University of New York – Farmingdale State College and holds a Bachelor of Science degree in Criminal Justice, earning Dean's List honors for four years.

Cristina Rosado, Verification Specialist – Dedicated PGCB Team Member

In her four years of service to TruView, Cristina Rosado has gained focused experience and expertise in conducting employment, education, professional license, and credit verifications, both domestically and internationally. She is valued by the Due Diligence Team especially for her ability to maintain regulatory compliance while delivering a large volume of verifications critical to complete, on-time reports. Cristina has a Bachelor of Science degree in Criminal Justice from the University of Colorado – Boulder.

Project Team Locations

TruView will manage the contract from its Headquarters office at 225 Broadhollow Rd., Suite 304, Melville, NY 11747, with operations management and support from our West Coast office at 444 E. Huntington Dr., Suite 305, Arcadia, CA 91006.

New York Headquarters:

Nicholas Auletta, President
 Alfred J. Murphy, Vice President – Investigations
 Tara Krumholz, Managing Director – Background Screening Division
 Gerard Treanor, Director – Due Diligence
 Daniel Albert, Due Diligence Team Leader, Dedicated Account Manager
 Courtney Diamond, Research Analyst Level II (Florida)
 Angelina Sammarco, Research Analyst
 Chloe Madlinger, Background Screening Specialist

California Office:

Lisa Worgull, Director – Knowledge & Compliance
 Jose Lopez, Director – Operational Support
 Ryan Meinholz, Supervisory Analyst in Charge
 Cristina Rosado, Verification Specialist

Resumes for key project team members follow this page.

Nicholas M. Auletta

Established, successful business executive, leader, and company owner. Former Active Duty, Regular Army Infantry Captain with over 25 months of combat leadership experience and a combined 44 months of deployment time to a combat zone.

Career Experience

TruView BSI, LLC

President

August 1, 2017 - Present

President and Owner of TruView Background Screening and Investigations (formerly the BSI Division of Summit Security Services, Inc.), a Certified Service-Disabled Veteran-Owned Business with over 150 investigators and research analysts in New York, California, New Jersey, Florida, and Texas. Actively involved in leading operations and services for over 1,200 throughout the United States, including government agencies, international commercial firms, academic and not-for-profit institutions.

- Selected to participate in the Small Business Administration's Emerging Leaders program for CEOs of established businesses that are job creators in their communities
- Nominee and graduate of the Class of 2018 of the Energeia Partnership at the Academy for Regional Stewardship at Molloy College.
- 2022 New York Small Business Champion of the Year Award from the U.S. Small Business Administration.

Summit Security Services, Inc.

Vice President, Background Screening & Investigations (BSI) Division

January 2011 – August 2017

Vice President of one of the largest security, investigative, and background screening firms in the U.S., with over 500 clients and approximately 5,000 employees. Led Summit's 100% growth in revenue in five years from \$75MM to \$150MM, and in service expansion, despite a difficult economic climate. Led investigative services and background screening operations on East and West Coasts of U.S.

- Increased portfolio of BSI Division Clients by over 200%
- Organized and led numerous lectures and panel presentations at industry events
- Member: Professional Background Screeners Association and Society of Human Resource Managers
- Named to New York State Security Advisory Panel, 2014 - Present

Synergy Securities Group LLC

Co-President

January 2010 – December 2010

Partner and founding member of a Service-Disabled Veteran-Owned Small Business specializing in vulnerability assessments, security consulting, and certified instruction in Counter-Terrorism and Weapons of Mass Destruction Awareness.

- Hired as a consultant to direct government services for a large, New York-based private security company based on expertise in government work. Responsible for the necessary research, marketing and procurement of government clients for the company in the executive protection, investigative and security sector.
- Responsible for instructing over 400 first responders in Weapons of Mass Destruction Awareness in the New York Metropolitan Area to include JFK International Airport and New York Metropolitan Area transit systems.
- Commended on the expert completion of due diligence background intelligence for a major American commodities broker on potential Iraqi partners for a major international oil and gas sector investment.

Department of the Army

Operations Manager

June 2008 – December 2009

Deployed to Victory Base Complex, Iraq

Contracted to work in operations to supervise and manage an Iraqi-owned and operated construction company working on multiple Department of Defense logistics contracts. Responsible to direct and coordinate, through subordinate managerial personnel, activities of the Operations Department to obtain optimum use of equipment, facilities and personnel on assigned government contracts. Supervised over \$16 million U.S. Dollars' worth of logistic and construction projects for the U.S. Army's mission in Iraq. Direct liaison between U.S. Army units, Regional Contracting Command office and contracted staff.

- Personally designed and supervised the development of a micro-power vocational school to reintegrate the local unemployed workforce and reduce motivation for illegal and insurgent activity within Adhamiya, Baghdad. Project was used as a model for future MNC-I C-9 vocational projects to re-integrate former Sunni insurgents (Sons of Iraq) into the government and private sector.

United States Army

Battalion Assistant S-3 Operations Officer, Captain

June 2007 – May 2008

2nd Battalion, 5th Cavalry Regiment, 1st Brigade, 1st Cavalry Division

Deployed to Iraq in support of OIF 06-08 from June 2007 through December 2008

Responsible for the plan development, implementation, and managing of the Battalion's transition from Iraq to Fort Hood, Texas. Managed all planning efforts related to the Battalion's redeployment process, including coordination with higher, lower, and adjacent units. Responsible for producing and implementing operational plan that facilitated the Battalion's relief in place and transfer of authority within Iraq, reintegration into the Fort Hood footprint, reset of \$250 million dollars worth of organizational equipment and retraining of over 900 active duty Soldiers in preparation for future operations.

- Selected for position over 17 other officers based on logistical knowledge and experience.
- Received Meritorious Service Medal upon leaving Active Duty for performance throughout career within 2nd Battalion, 5th Cavalry Regiment (May 2004 through May 2008).

Battalion S-4 Logistics Officer, Captain/First Lieutenant

February 2006 – June 2007

2nd Battalion, 5th Cavalry Regiment, 1st Brigade, 1st Cavalry Division

Deployed to Iraq in support of OIF 06-08 from October 2006 through June 2007

Selected as a First Lieutenant to hold a Captain's position as Battalion Logistics Officer of a Combined Arms Battalion, consisting of over 900 Soldiers, 14 Abrams Tanks, 45 Bradley Fighting Vehicles, 120 up-armored HMMWVs, and over 40 support vehicles. Managed an annual budget of over \$12 million dollars, which included the supervision of over 150 service contracts, a credit card budget of \$40,000 dollars and a cash budget within Iraq of \$300,000 dollars.

- Awarded second Bronze Star during tenure as Battalion Logistics Officer for leadership under fire.
- Planned and executed over 200 logistical support missions to support four forward combat outposts spread over 275 square kilometers of battle space within Abu Gharaib, Iraq.
- Through aggressive planning, spearheaded and supervised construction of a combat outpost, recognized as best within the Brigade, from ground-level to operationally capable within a timeline of less than thirty days.

Headquarters Company Executive Officer, First Lieutenant

June 2005 – February 2006

2nd Battalion, 5th Cavalry Regiment, 1st Brigade, 1st Cavalry Division

Promoted to executive officer and second in command of a combined arms battalion headquarters company, consisting of over 200 active duty soldiers. Assisted the commander with managing and accounting for over 3,300 pieces of organizational equipment valued in excess of \$60 million dollars.

- Managed turn-in and receipt of over 2,000 pieces of organizational equipment through local and national level reset while maintaining 100% accountability and without missing a suspense date.

Infantry Rifle Platoon Leader, Second Lieutenant/First Lieutenant

May 2004 – May 2005

2nd Battalion, 5th Cavalry Regiment, 1st Brigade, 1st Cavalry Division

Deployed to Iraq in support of OIF II from May 2004 through March 2005

Executed full spectrum operations, ranging from stability and support to combat operations within the Sadr City district of Baghdad, Iraq, a dense urban area with a population of over 2.5 million people. Responsible for the training, discipline, welfare, health, and morale of 36 active duty soldiers and their families. Maintained the accountability and combat readiness of all assigned equipment, valued in excess of \$20 million dollars.

- Successfully planned and supervised security protocol and emergency procedures for twelve polling stations during the first national election in Iraq since the start of combat operations.
- Awarded Bronze Star for heroism and gallantry in action.

Education

Postgraduate Certificate, Security Management

February 2011

University of Pennsylvania at Wharton

Bachelor of Science, Leadership & Management

May 2003

United States Military Academy at West Point

- Graduated on Dean's List with a Military, Physical and Academic Cumulative GPA of 3.10.
- Awarded Superintendent's Award for Achievement as part of the top 20% of graduating class.

Directorships/Memberships

Board of Directors, United Way of Long Island

2012 - Present

Security Guard Advisory Council, NYS Division of Criminal Justice Services

2014 - Present

Training

Department of Homeland Security Train-the Trainer WMD Awareness Course

July 2010

Airborne Parachutists School

April 2004

Ranger School

January 2004 – March 2004

Tara N Krumholz

Career Experience

TruView BSI, LLC

Managing Director – Background Screening

October 2023- Present

Acts as TruView's Background Screening Division executive-in-charge and has the primary responsibility for strategy and implementation of background screening services into the Company's overall business plan. Position develops and facilitates strategic goals, relationships, and processes to deliver pre-employment and due diligence background investigation services domestically and internationally. Responsible for the overall conduct and supervision of all staff assigned to conduct background screenings. Provides support of the marketing and sales function to expand and profitably grow the business. Facilitates and implements technological advancements, platform integration, and vendor resources to increase Division efficiency and overall performance.

Major Responsibilities and/or Essential Functions include:

- Direct the Background Screening Division's operations & budget to exceed annual key performance and achieve strategic goals.
- Coach, train, and mentor the Division team to maximize potential, build camaraderie and esprit de corps, and increase operational performance.
- In coordination with Director – Data, Product, & Compliance, research, identify, and set key performance indicators for each Department, Team, TAC Unit, and team member within the Division. Set goals and expectations and, through regular and consistent feedback and communication, assess and motivate team members to meet and exceed expectations.
- Manage the Division in accordance with all federal, state, and local regulations.
- Research and recommend appropriate systems, controls, and reporting to meet Company goals and objectives. Implement and monitor the same.
- Develop and maintain relationships with vendors with emphasis on quality, cost, and turnaround.
- Manage Client expectations on turnaround time and availability of services.
- Develop quarterly goal strategies. Implement and delegate as necessary.
- Continually monitor client relationships to immediately address concerns/issues; meet or exceed profitability goals for each client.
- Communicate issues, concerns, or new initiatives proactively; collaborate on research with President, Director, and Managers/Team Leaders to maximize solution implementation.
- Monitor staffing levels to ensure appropriate coverage, skills, capabilities, and rates to meet primary goals.
- Recruit, hire, and develop qualified, motivated Background Screening workforce.
- Provide overall guidance and supervision on the training of new staff on methods and duty execution; monitor results and provide performance feedback.
- Follow FCRA and all applicable laws in order to remain in compliance while providing maximum possible accuracy in reportable records to the Client.
- Analyze results as investigations proceeds and provide recommendations to the Client.
- Identify and utilize the most compliant, accurate, and cost-effective methods during research.
- Monitor company-wide turnaround times, coach teams on increasing and monitoring efficiency, and create appropriate systems to notify appropriate individuals as limits approach.
- Function as the Company's Subject Matter Expert on all issues related to background screening / FCRA.

Senior Team Leader – Due Diligence

Oct 2021-2023

Supports Senior Manager by conducting case review, database searches, and recommendations on case status

- Perform comprehensive open-source intelligence collection and analysis
- Analyze case results as investigation proceeds and provide recommendations of additional analysis
- Assist in account management, with oversight from Senior Manager, to ensure contract compliance
- Perform Pre-Investigative Intelligence Collection (PIIC) for a wide variety of investigative cases/applications
- Prepare case reports within client timelines for Senior Manager review

Dynamo Technologies, LLC**Project Manager****Aug 2020–Sep 2021****Senior Consultant****Apr 2019-Aug 2020****Consultant****Apr 2017-Apr 2019**

- Clearance Level: Active DOS Secret
- Managed two contracts in the Department of State's Bureau of Global Talent Management. The first contract involved the deployment and maintenance of 6 applications that together impacted tens of thousands of DoS employees. The second contract is responsible for setting and implementing cybersecurity policy at the Department.
- Ensured on-time delivery for all contract deliverables by planning, monitoring, and communicating with the team and customers.
- Composed analytical reports to summarize and track each system deployment, providing greater insight into effectiveness of training and implementation.

Summit Security Services, Inc.**Program Leader****Jul 2016-Apr 2017****Operations Supervisor****Mar 2015-Jul 2016**

- Investigated cases of fraud for clients in both the public and private sectors throughout the United States, with an average case load of 25 per month
- Fully managed cases from open to close including budget management – payroll for investigators and payment to all subcontractors.
- Managed client relationships.
- Consolidated and prepared comprehensive reports using data obtained from database investigations.
- Recruited, hired and trained new investigators in company policies, procedures, and investigative techniques. Supervised over 30 field investigators as cases proceeded and deadlines approached.

U.S. Department of State, Bureau of Diplomatic Security**Intern****Sep 2013-Dec 2013**

- Applied an expert knowledge of the Consular Consolidated Database (CCD), CLEAR, and LexisNexis Accurant to perform vital searches in investigating potential fraud.
- Supported agents on field stops, trips to foreign consulates and the U.S. passport agency to advance cases.

CONTINUING PROFESSIONAL EDUCATION**InfraGard Members' Alliance: Long Island Chapter****Member****Sep 2014 - Present**

- Partnership between the FBI and the private sector to encourage information and intelligence sharing. Attend law enforcement conferences such as the DHS/IED Counterterrorism Workshop Training.

John E. Reid and Associates**Member****May 2016 - Present**

- Attended a 4-day course on "The Reid Technique of Investigative Interviewing and Positive Persuasion."

EDUCATION**Josef Korbel School of International Studies, University of Denver****Master of Arts in International Security****Jun 2014**

- Concentration: Homeland Security

Loyola University Maryland**Bachelor of Arts in Political Science****May 2011**

- Minors: Spanish and Entrepreneurship
- Study Abroad Program in Santiago, Chile. Studied Political Theory and Chilean History at Universidad Alberto Hurtado.



**FCRA Core
Certificate**

This certificate is awarded to
Tara Krumholz
recognition of successfully completing the
Professional Background Screening Association's
FCRA Core Certificate Program on
May 5, 2025

This certificate is valid for two years.



ALFRED J. MURPHY

Highly driven and team-oriented professional with a proven track record in operations management, investigations and law enforcement gained during a 20-year NYPD career and more than 14 years with Children Services and Summit Security. Analytical problem solver with reliable planning and sound decision-making skills exhibited in high pressure settings. Interacts easily with all levels of an organization.. Extremely motivated, goal focused, and highly organized.

Career Experience

TruView BSI, LLC

2020 - Present

Vice President - Investigations

As the executive leader of TruView's Investigative Services Division, direct over 150 TruView investigators and specialists in operations across the United States and internationally, ensuring investigative successes and the highest level of contract compliance.

- Collaborate with President in developing and implementing investigative strategies and business plan for the Investigative Division.
- Direct and mentor Investigations Management staff. Execute Investigative Division contracts.
- Administer to the Investigations Division budget.
- Serve as chief point of contact for key public agency and private sector investigative services accounts, ensuring service contract fulfillment.

Summit Security Services

2017-2020

Regional Manager

As New York City Regional Manager, directed services provided to some of Summit's most prestigious clients and oversees security operations at iconic landmarks, major corporations, major universities, critical infrastructure and massive construction projects in the world's most demanding urban environment.

- Direct responsibility of all aspects of the business including but not limited to, hiring, sales, customer service, account retention, employee retention, AR's and P&L.

New York City, Administration For Children's Services – Investigative Consulting 2006-2017

Operations Manager

- Proved integral in the start-up and operational management of the first ever investigative consulting unit responsible for assisting child protective staff in conducting investigations into allegations of child abuse and neglect.
- Participated directly in hiring, training and evaluation initiatives that grew staff from 20 to 165 personnel, all former criminal investigators, each with over 20 years of previous experience in law enforcement.
- Direct supervision of entire staff of 165.
- Assumed the role of Acting Senior Advisor for Investigations to the Commissioner handling day-to-day operational issues and supervising a team of investigative professionals.

Westside Mortgage, Valley Stream, New York

2004-2006

Vice President Sales & Marketing

- Supervised mortgage loan officers while overseeing the residential mortgage loan origination activities in this high-volume mortgage brokerage.

New York City Police Department

1984-2004

Lieutenant Commander Detective Squad

- Commanding officer of a precinct detective squad with oversight of criminal investigations which included homicide, assault, sexual abuse, robbery, domestic violence and burglary cases.
- Performed/supervised high profile investigations, at times reporting directly to the Chief of Detectives.

- Routinely presented investigative findings and analysis to CompStat review committee.
- Maintained relationships with NYS and Federal law enforcement agencies.

Education

New York City Police Academy, NYC, New York

Police Science, Law, Social Science

Five Towns College, Dix Hills, New York

Candidate for BA Degree, Music Education

Nassau Community College, Hempstead, New York

Liberal Arts Studies

Training

- NYC Administration for Children's Services, James Satterwhite Academy for Child Welfare Training
- NYC Abusive Head Trauma Training Conference
- NYC Dept. of Citywide Administrative Services - Structured Interviewing and Unconscious Bias
- NYPD Homicide Investigation
- NY/NJ HIDTA Interview and Interrogation
- NYPD Dignitary Protection

Professional Associations

National Law Enforcement Associates

Past President: 2018

Board of Directors: 2019 – present

Active Member: 2015 – present

ASIS

Active Member: 2017 to present

GERARD M. TREANOR

PROFESSIONAL SUMMARY

Certified Fraud Examiner and senior-level due diligence professional with 15+ years of investigative experience across corporate, legal, and government sectors. Proven ability to lead high-impact investigative teams, uncover complex fraud risks, and deliver actionable intelligence to executive leadership. Strong background in regulatory compliance (FCRA, OFAC, AML), risk analysis, and managing high-profile cases involving C-suite executives.

EDUCATION & CERTIFICATIONS

John Jay College of Criminal Justice – CUNY

Master of Arts in Criminal Justice

GPA: 3.45 | February 2011

Specializations: Criminal Law & Procedure, Investigative Techniques

Plattsburgh State University of New York

Bachelor of Arts in Criminal Justice, Minor in Photography

December 2003

Certifications

- Certified Fraud Examiner (CFE) – Association of Certified Fraud Examiners, April 2008
 - FCRA Basic Certification – National Association of Professional Background Screeners, 2018
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PROFESSIONAL EXPERIENCE

TruView BSI, LLC – Remote

Director, Due Diligence

November 2020 – Present

- Lead and oversee the due diligence department, managing end-to-end background screening processes including criminal, employment, education, financial, and global checks to ensure quality, accuracy, and compliance with legal and client requirements.
- Develop and implement departmental strategies, SOPs, and performance metrics to improve turnaround time, data integrity, and operational efficiency across all teams.
- Oversee operational execution and regulatory compliance in alignment with FCRA and industry standards.
- Deliver strategic risk assessments and investigative reports to clients, influencing critical hiring and business decisions.
- Establish and enforce data security protocols ensuring strict confidentiality and audit-readiness.

Cisive (formerly Carco Group, Inc.) – Holtsville, NY

Investigator, Global Executive Intelligence Division

April 2014 – November 2020

- Conducted in-depth due diligence and reputational risk investigations on C-suite executives for Fortune 500 companies, banks, and government clients.
- Collected and analyzed sensitive legal and financial data including bankruptcies, litigation, credit, liens, and adverse media.
- Led high-level background checks and social media threat assessments.
- Composed comprehensive investigative reports and maintained accuracy across multiple concurrent cases.
- Interviewed law enforcement officials, court clerks, and references to validate data integrity.

Kings County District Attorney's Office – Brooklyn, NY

Paralegal, Early Case Assessment Bureau

April 2005 – April 2014

- Drafted legal documents, subpoenas, and accusatory instruments under prosecutorial supervision.
- Conducted interviews with civilian and law enforcement witnesses.
- Assessed evidence and determined applicable criminal charges in collaboration with Assistant DAs.
- Trained new staff and supported arraignment hearings as part of a high-volume legal team.

TECHNICAL SKILLS

- Investigative Tools: Westlaw, LexisNexis (Accurint), TransUnion TLOxp, PACER
- Reporting & Compliance: FCRA, AML, OFAC, Legal Document Drafting
- Other: Microsoft Office Suite, Risk Analysis, Due Diligence Strategy

HONORS & ACTIVITIES

- Employee of the Month – Cative, April 2017
- "Unsung Hero" Team Award – Plattsburgh State Lacrosse, 2003
- Three-Year Collegiate Athlete – Plattsburgh State Lacrosse, 2001–2003
- Long Island Junior Select Soccer Team (U17), 1998–1999
- All-Conference Soccer – MacArthur High School, 1998–1999

References available upon request.



**FCRA Advanced
Certificate**

This certificate is awarded to
Gerard Treanor
in recognition of successfully completing the
Professional Background Screening Association's
FCRA Advanced Certificate Program on
September 23, 2024

This certificate is valid for two years.



Lisa R. Worgull

25+ years as a Background Screening subject matter expert. Co-Chair of the Professional Background Screening Association Education Committee.

Career Experience

TruView BSI, Melville NY/Arcadia, CA
Summit Security Services, Inc., Uniondale, NY/Arcadia, CA

August 2017 - Present
February 2012 – July 2017

Director - Knowledge and Compliance

October 2023 - Present

Managing Director, Background Screening Services

February 2012 - October 2023

- Develop and direct processes to expand the pre-employment screening and background investigation services and reports nationally and internationally.
- Implement and monitor operational, expense control and standards to ensure the quality and profitable delivery of Investigative and Background Screening Services.
- Supervise and manage all staff, investigators, and subcontractors to maintain a well-trained and motivated workforce and the profitable retention and expansion of the background screening line of business.
- Provide support of the marketing and sales function to expand and profitably grow regional business.

Scherzer International, Woodland Hills, CA
Senior Manager, Quality Control

March 1996-2012

- Responsible for ensuring highest quality, compliant reports are delivered in a timely fashion.
- Work with vendor relations manager to ensure research staff access to reliable, cost-efficient information.
- Coordinate with sales and marketing team to create custom investigative strategies based on client needs and preferences, resulting in increased sales and customer satisfaction.
- Particular expertise in strategy recommendations for law and accounting firms.
- Responsible for oversight of corporate SharePoint portal
- Participate in executive budget planning meetings.
- Managed pre-employment screening, background investigations, and technical services departments.

PEAC (Professional Employee Assistance Consulting), Encino, CA
Office Manager

September 1989-March 1996

- Coordinated client intake for a busy office.
- Performed monthly billings for multiple clients and personal bookkeeping for company owner.
- Maintained computer network

June 1996

Education

B.S. Computer Information Systems
California State University, Los Angeles

- Emphasis in Marketing
- Cum Laude

Professional Affiliations

PBSA - Professional Background Screening Association

- Co-Chair of the Education Committee

Beta Gamma Sigma

- International Honor Society recognizing business excellence

Professional Profile

Solid background in investigative processes and industry best practices in public record research, compliance with applicable state and federal laws concerning information security and privacy protection in the background screening industry, and senior level client and vendor relations. Extensive experience in management and team-building, developing and implementing policies and procedures, training, and quality assurance. Skilled in database design and analysis.

Industry Expertise

Continuous networking with industry professionals and vendors to keep abreast of applicable laws, best practices, and most reliable and cost effective research resources. Active member of the Education Committee for the Professional Background Screening Association. Established policies and procedures to ensure compliance with applicable laws (e.g., Fair Credit Reporting Act, California Investigative Consumer Reporting Act, data breach laws, etc.).

Technological Expertise

- Instrumental in system design and implementation of a custom corporate workflow database to help automate and track each investigation from start to finish, yielding greater management reporting capabilities, quicker investigation turnaround, and increased cash flow by automating the invoicing function.
- Using SharePoint, created centralized resource center to house all research reference tools, sales and marketing materials, and general company correspondence; created and implemented database to track report/research reviews resulting in an effective performance evaluation tool; created and implemented a dispute resolution ticket system to respond and track client and subject inquiries.



**FCRA Basic
Certificate**

This certificate is awarded to

Lisa Worgull

in recognition of successfully completing the
Professional Background Screening Association's
FCRA Basic Certificate Program on

May 21, 2024

This certificate is valid for two years.



Jose A. Lopez

Individual with solid skills in project management, operations, problem solving, research and analysis. Twenty years of business experience have provided first-hand knowledge of diverse business operations, systems, working with internal and external clients and project management.

- Strong background screening management skills, with the ability to manage cross-collaborative teams.
- Able to communicate effectively with multiple team members, external clients, vendors and staff at all levels.
- Strong service orientation with experience in operations, analysis and account management, and resolving problems while meeting specific business goals.
- Effective project manager with ability to coordinate multiple projects.
- Quick Study, internet and technology savvy

Career Experience

TruView BSI, LLC - Arcadia, CA

Director – Operations Present

October 2023 -

Acts as TruView's Background Screening Division Subject Matter Expert and has the primary responsibility of facilitating data-driven reports and materials in support of operations, review of product and the associated providers that comprise TruView's product, quality assurance, and compliance for the Division while assisting the Company's overall business plan. Most essential is the ability to provide detailed data-driven reports and materials to support the President's goals and expectations for the Division. Position develops and facilitates strategical goals, relationships, and processes to support the Division's operational teams and team members in compliance and quality assurance for domestic and international background screening services, vendor management, new product identification and development, and third- body accreditation and audit. Responsible for the overall conduct and supervision of any and all assigned staff. Facilitates and implements technological advancements, platform integration, etc. to increase Division efficiency and overall performance.

Director - Background Screening Services 2022-2023

In support of the Vice President – Background Screening, provide leadership as the second in command of TruView's background screening team, which performs hundreds of thousands of annual screens for over 600 clients.

- Directs Divisional operations and services in fulfillment of all Client contracts.
- Implements company policies in ensuring streamlined, efficient workflows.
- Oversees compliance with federal, state, and local laws pertaining to the background screening industry.
- Ensures operations teams maintain industry-leading accuracy and Client-responsiveness.
- Acts as the background screening dispute resolution manager.
- Acts as the lead staff officer for the Division in the absence of the Vice President.

Operations Manager – Background Screening Services

2019-2021

In support of the Managing Director – Background Screening, provide leadership as the second in command of TruView's background screening team, which performs hundreds of thousands of annual screens for over 500 clients.

- Manage Team Leaders and Research Analysts across the continental United States.
- Direct the daily workflow and schedules of all teams, ensuring cross-collaborative support, efficiency, and productivity. Conduct new client implementations.
- Maintain vendor relationships.
- Act as background screening dispute resolution manager.
- Manage compliance and quality control measures for the background screening operation. Monitor effectiveness of technologies and advise Managing Director, as needed.
- Act as the lead staff officer for the Division in the absence of the Managing Director.

Team Leader – Background Screening Services

2015-2019

Responsible for conducting data research and analysis at local and federal levels using numerous resources. Produce multiple weekly management reports for clients to meet their program needs.

- Conduct complex monthly auditing to ensure industry mandated requirements are being met and perform detailed vetting of those results for record keeping and compliance purposes.
- Track research requests and proactively inform client of program deviations then take action to resolve. Extensive use of Excel and business writing in this position.
- Strive to maintain 100% accuracy in reporting while maintaining compliance with applicable Federal and State laws.

Frasco Profiles - Burbank, CA

2005-2015

Senior Implementation Specialist

Responsibilities include project management, new product implementation and training, customer service, database administration, and internal sales support functions for a Pre-Employment Screening/Consumer Reporting Agency. Primary program manager for numerous projects/product lines including Drug Testing, E-Verify, Consumer Dispute Investigation/Resolution and system-based initiatives. Serve as the contact person for new client implementation and HRIS /ATS system integration.

- Familiarity with various systems including Taleo, Ultipro and iCIMS.
- Provide training for clients and internal staff. Generate reports for management and make recommendations regarding pricing, changes to protocol, and implementation timeline. Also generate client reports containing statistical analysis including usage, periodic spend, and program audits.
- Administer client information, billing, access rights and account details using proprietary database system.
- Coordinate with vendors for required services and hold accountable for required timeline and agreed upon pricing.
- Provide training to company staff and to clients on new products and services.
- Work with the public (consumers) for dispute resolution, conduct court research and perform verification to determine accuracy in reporting while maintaining compliance with applicable Federal and State laws. Previously supervised customer service team and familiar with all operational functions

AIG – Sun America Retirement Services, Woodland Hills, CA

1996-2005

Marketing Analyst

Multi-faceted role in a financial services consisting of business planning, technical analysis and extensive project management. Served as internal point person for internet based initiatives consisting of online presence of marketing material, sales forms, and product information compliant with all 50 states' insurance and federal government regulatory agencies.

- Drafted specifications on behalf of Product Development department. Identified and

appropriately planned for impacts to Marketing, Information Technology, Operations, and Legal Departments and coordinated with each to ensure implementation initiatives addressed all critical business unit needs.

- Performed analysis of data from proprietary database information and generated reports for management including sales numbers, performance, state by state product information, etc. using Excel. Secured IT programming resources and drove projects through to completion.
- Scheduled and participated in pre-implementation Quality Assurance testing and conducted post implementation verification of deliverables.
- Demonstrated repeated success in leading projects and development of quality deliverables. Performed audit and maintenance of existing website content.
- Created and maintained department intranet site with information targeted at sales force.
- Familiar with retirement investing and held Series 6 license.

Education

Engineering/Computer Science – California State University Northridge



**FCRA Basic
Certificate**

This certificate is awarded to

Jose Lopez

in recognition of successfully completing the
Professional Background Screening Association's
FCRA Basic Certificate Program on

May 7, 2024

This certificate is valid for two years.



[REDACTED]

[REDACTED]



**FCRA Advanced
Certificate**

This certificate is awarded to

Daniel Albert

in recognition of successfully completing the
Professional Background Screening Association's
FCRA Advanced Certificate Program on

October 29, 2024

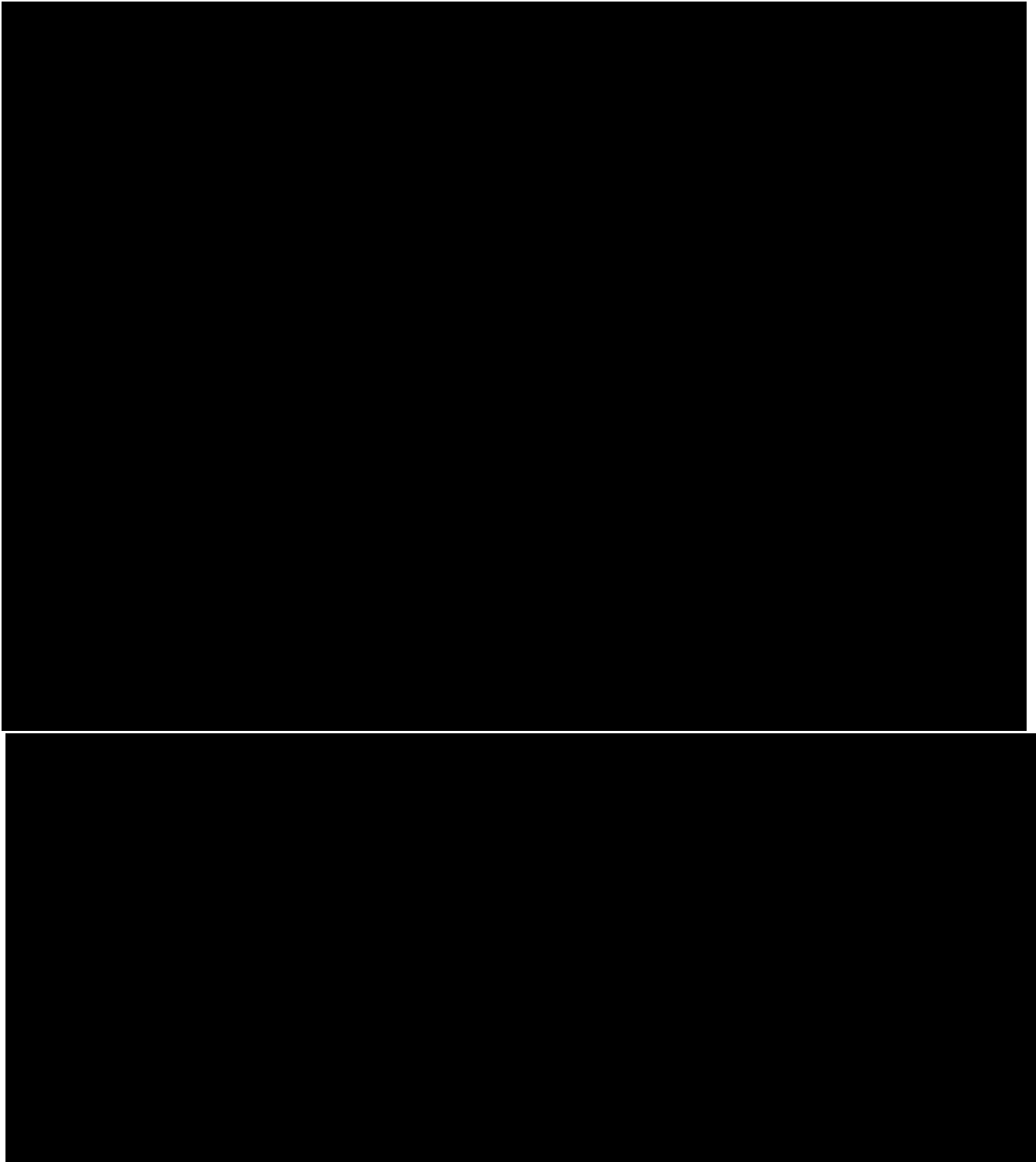
This certificate is valid for two years.



RYAN MEINHOLZ

PROFESSIONAL SUMMARY

Ambitious and detail-oriented professional with a Master's degree in Applied Criminology and extensive experience in background investigations and threat assessments. Proven leadership in managing and mentoring investigative teams, with a strong ability to analyze complex information, ensure compliance with legal standards, and deliver high-quality investigative reports. Passionate about understanding human behavior and contributing to organizational safety and risk mitigation.





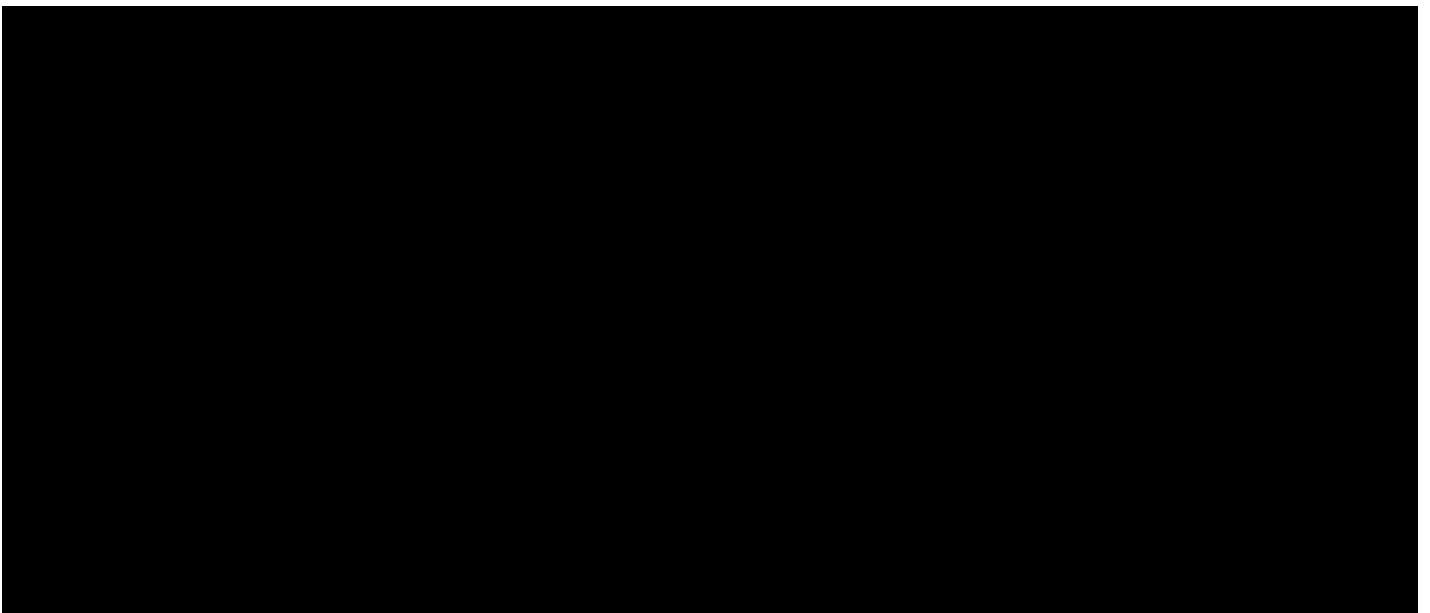
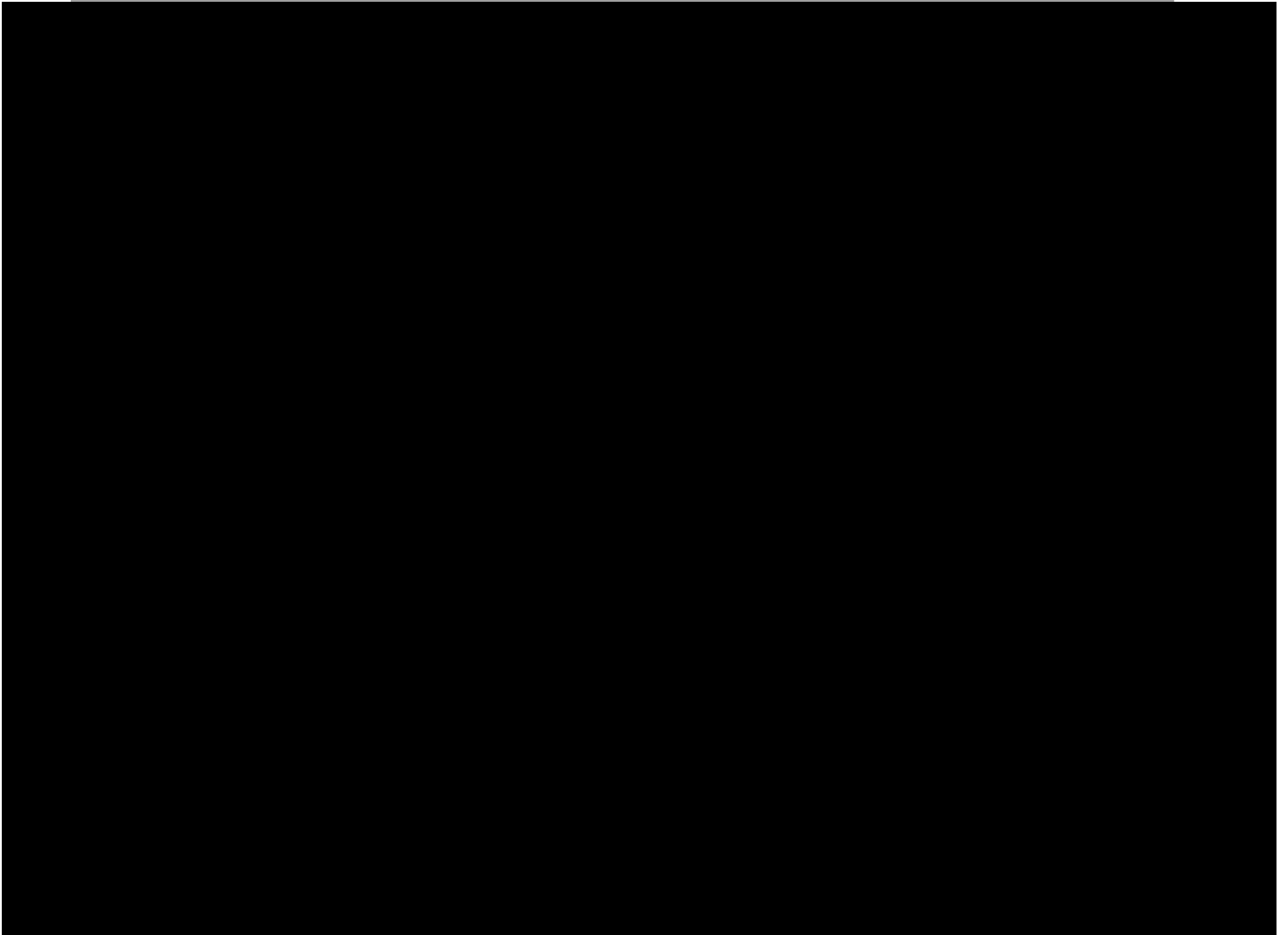
**FCRA Basic
Certificate**

This certificate is awarded to
Ryan Meinholz
in recognition of successfully completing the
Professional Background Screening Association's
FCRA Basic Certificate Program on
May 2, 2024

This certificate is valid for two years.



Courtney Diamond



[REDACTED]

[REDACTED]



**FCRA Advanced
Certificate**

This certificate is awarded to
Courtney Diamond
in recognition of successfully completing the
Professional Background Screening Association's
FCRA Advanced Certificate Program on
February 25, 2025

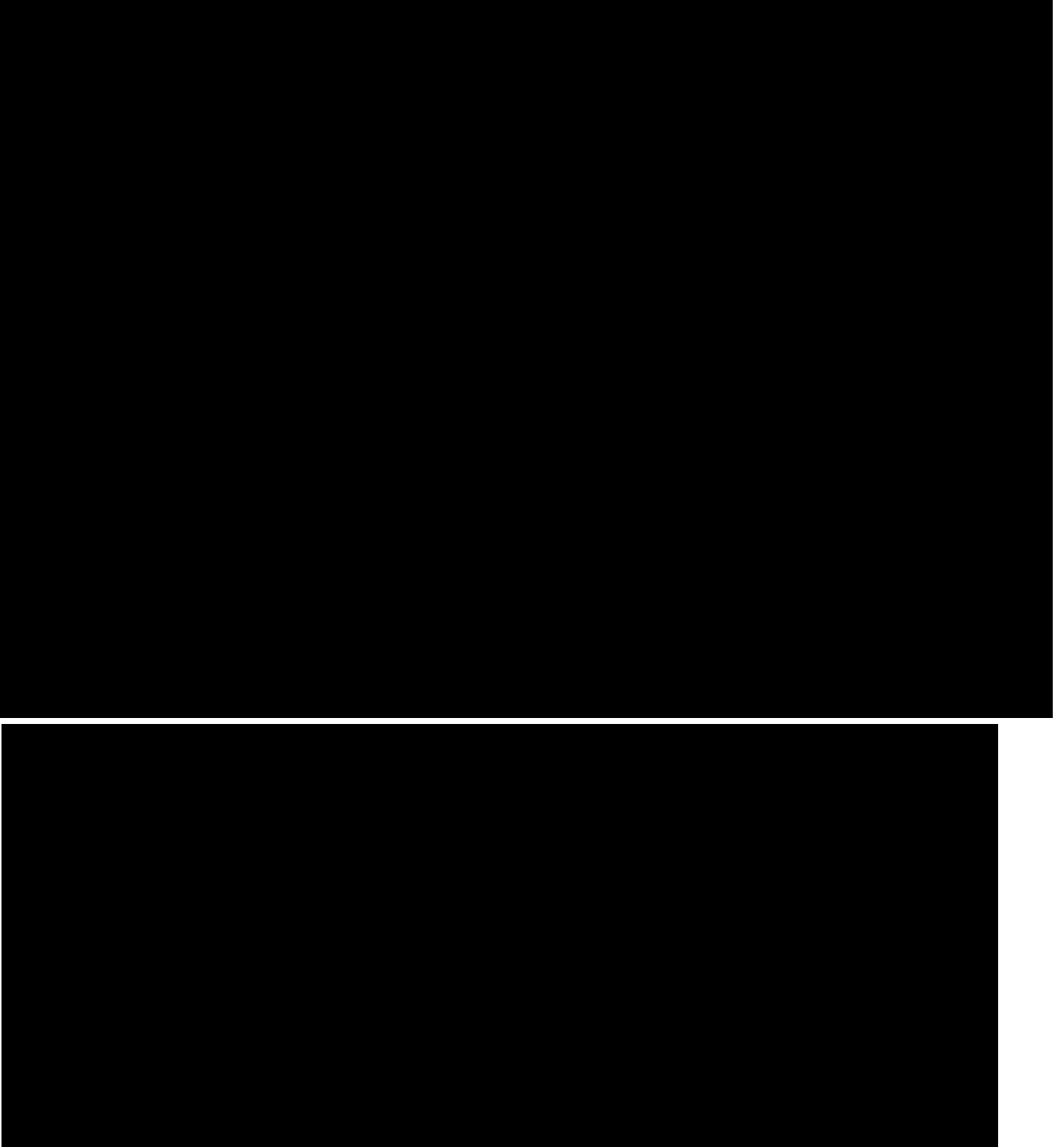
This certificate is valid for two years.



ANGELINA M. SAMMARCO

PROFESSIONAL SUMMARY

Highly motivated and detail-oriented intelligence analyst with a Master's in Homeland Security and Criminal Justice Leadership. Proven experience conducting open-source investigations, pre-employment screenings, and national security assessments. Skilled in background analysis, cyber threat intelligence, and report development. Adept in OSINT methodologies, analytical writing, and cross-functional collaboration in high-pressure environments.



[REDACTED]

[REDACTED]



**FCRA Core
Certificate**

This certificate is awarded to
Angelina Sammarco
recognition of successfully completing the
Professional Background Screening Association's
FCRA Core Certificate Program on
March 21, 2025

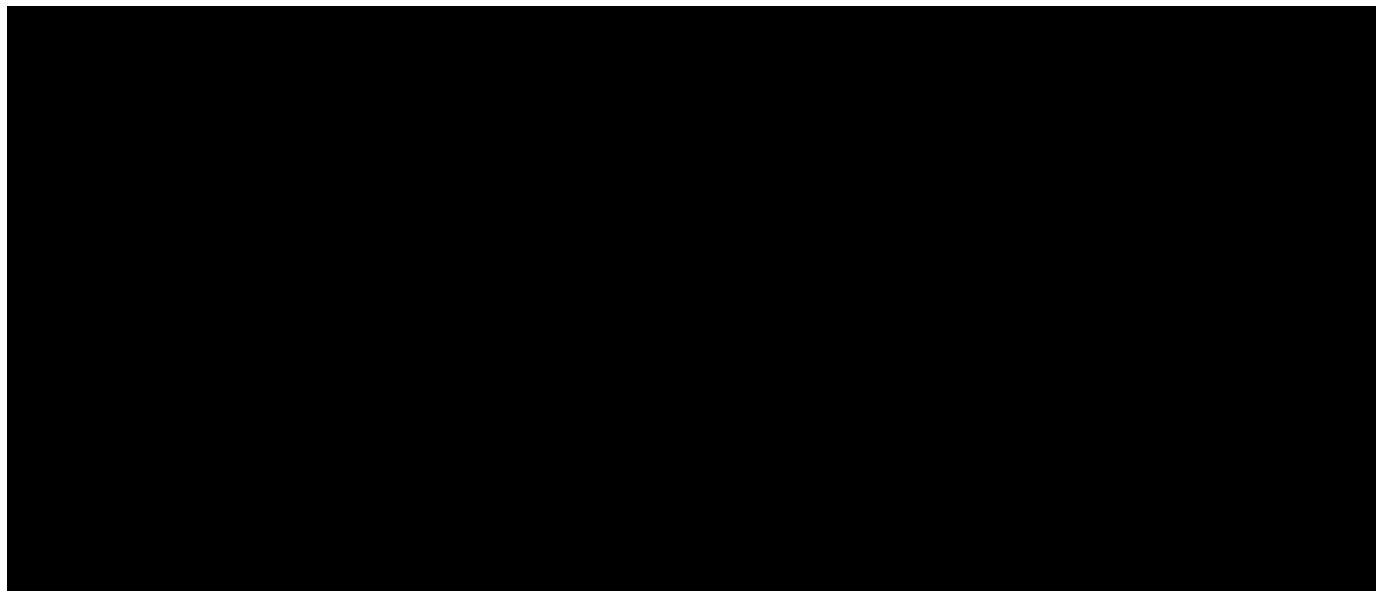
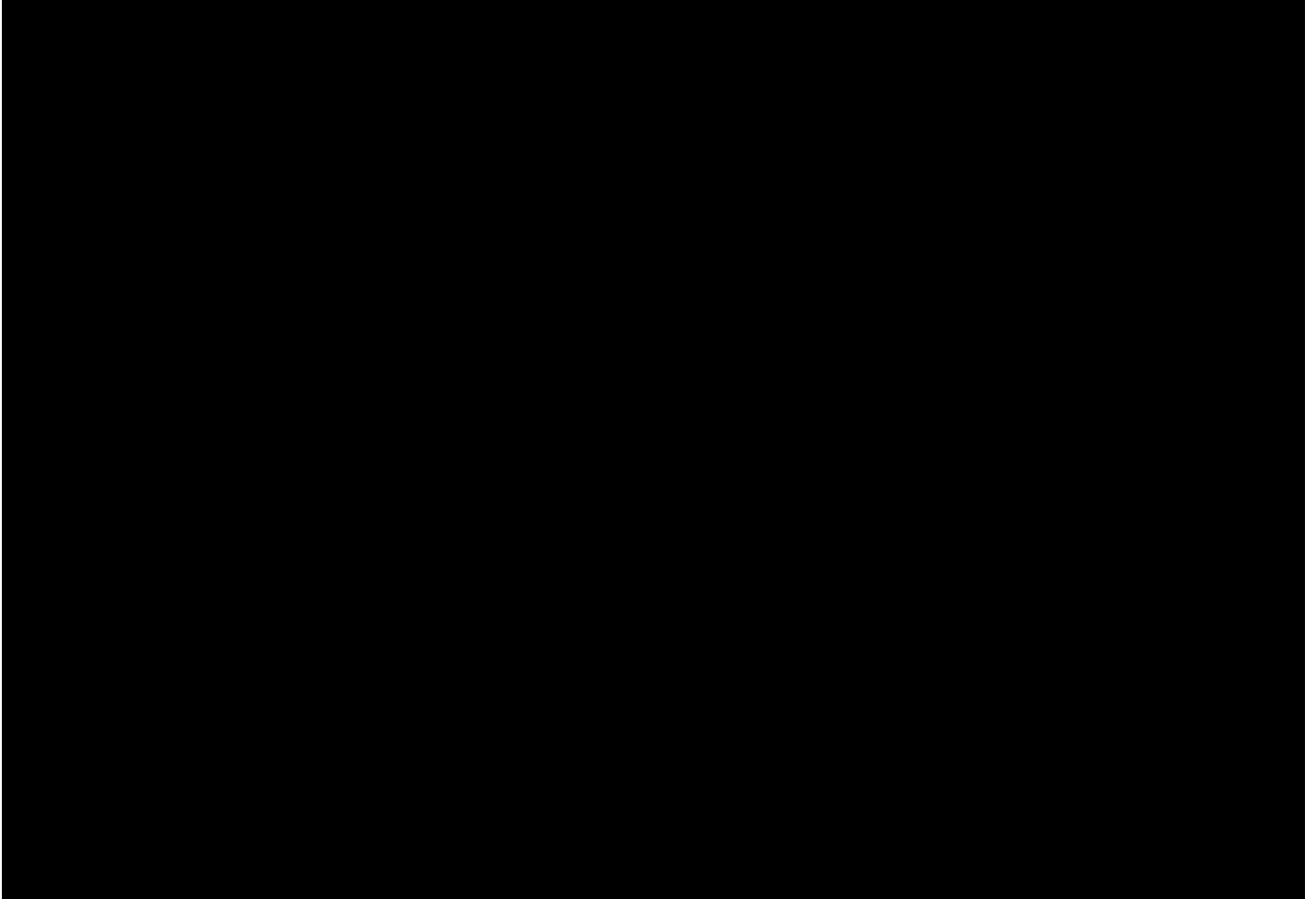
This certificate is valid for two years.



CHLOE MADLINGER

OBJECTIVE

Motivated and detail-oriented **Criminal Justice graduate** seeking a full-time position within the **New York State Criminal Justice System**, offering hands-on experience in background screening, public safety outreach, and administrative operations.





**FCRA Core
Certificate**

This certificate is awarded to
Chloe Madlinger
recognition of successfully completing the
Professional Background Screening Association's
FCRA Core Certificate Program on
March 21, 2025

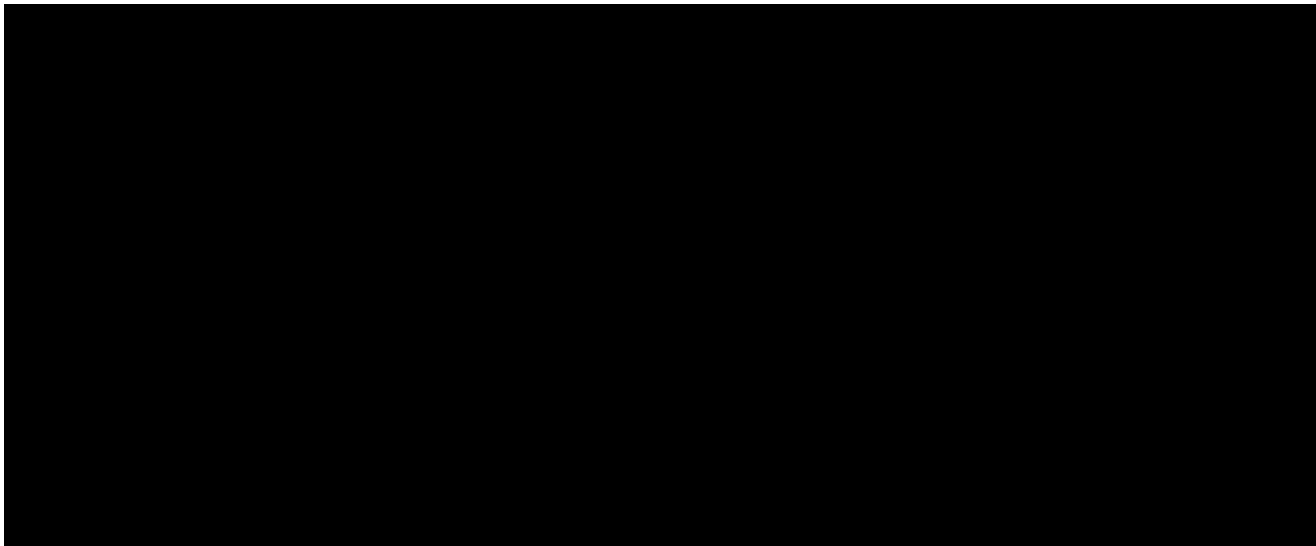
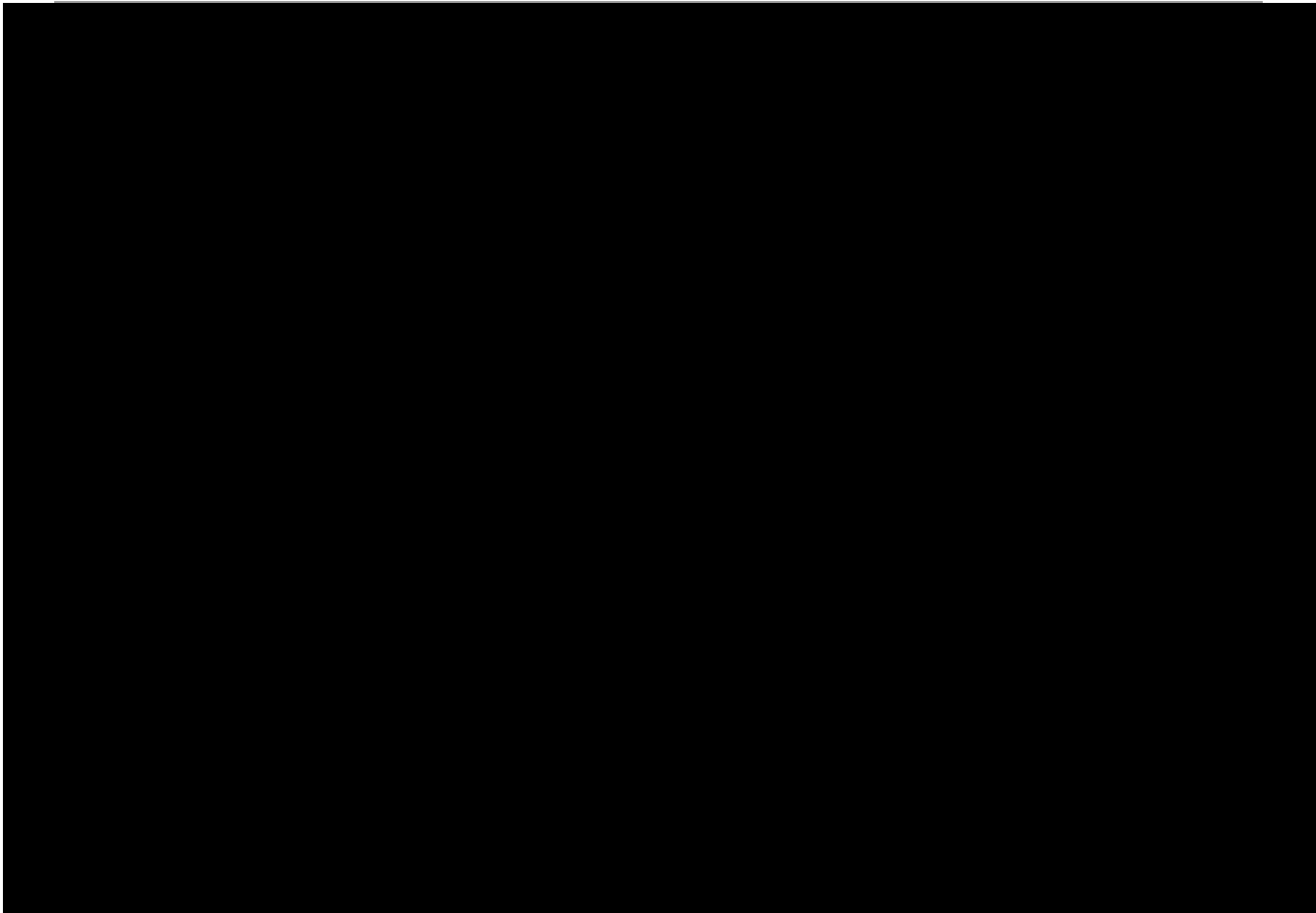
This certificate is valid for two years.



CRISTINA ROSADO

PROFESSIONAL SUMMARY

Detail-oriented and highly organized professional with over 10 years of experience in administrative support, background screening, and client services. Proven ability to handle sensitive information with discretion and accuracy. Skilled in managing high-volume tasks, maintaining compliance, and delivering exceptional service in fast-paced environments.



D. Subcontractors

As a PA DGS Verified Small Diverse Business and Veteran Business Enterprise, TruView proposes to self-perform the SDB and VBE participation requirements for this contract.

TruView does not intend to utilize subcontractors in the fulfillment of any component of these contract services. However, TruView selectively uses vendors, innovative technologies, and specialized products in fulfillment of certain service requirements; vendors are chosen for their ability to deliver products and services that augment TruView's ability to deliver the highest possible level of service quality and technological capabilities, all with the goal of increasing Client responsiveness, providing greater cost efficiency, expanding customized capabilities and services, enhancing accuracy, increasing quality control, improving turnaround times, and creating a better Client experience. For example, while we maintain direct electronic access with thousands of courts throughout the United States, through which we make instantaneous requests of court records, for entities that do not have online databases or where courts might be having outages or other interruptions, TruView maintains a nationwide network of local court investigators to perform on-site searches for official documents from county and state courts. This combination allows TruView to perform expedient court/document searches throughout the 4,000 statewide repositories and county courts across 3,300+ U.S. jurisdictions. We use only highly reputable firms known throughout our industry for integrity, speed, and cost effectiveness. Likewise, we use vetted and highly reputable international investigators for to access criminal records and other official documents in non-English-speaking countries. Director of Operations Jose Lopez is instrumental in vetting and managing vendors as well as ensuring quality control in vendor and supplier performance throughout our supply chain.

Judiciously and carefully using third-party providers significantly extends our service capabilities. TruView is a background screening firm and we maintain the very highest level of staff expertise needed to achieve legally compliant, accurate, highly customized background screening services, yet we also leverage the focused expertise of other firms—particularly those in the fast-changing area of technology—to improve, expand, and become more responsive to our Clients. We carefully select database products that help us deliver deeper screens, we use burgeoning technologies like AI document authentication technology and social media screening technology, and so forth. But we always maintain the most important ingredient in all of this, on which our service to Clients hinges most of all, and that is we are built on being the “more human,” more accurate background screening firm, with a slogan that says, “Born of Tradition. Enabled by Technology. Powered by PEOPLE.”

III-6. TRAINING

Implementation & Training

As your incumbent partner, TruView offers continuity and a seamless implementation without service interruption. The “heavy lift” of implementation is already accomplished; however, we look forward to an implementation meeting with PGCB to review any new changes or requirements to the program. TruView begins the implementation process immediately upon the contract award. The process addresses the points to ensure that all legal requirements and compliance elements are fully addressed; all Client authorized users are familiar with both the process and how to use the (very user friendly) PowerScreen background screening platform, including ordering screens, receiving reports, managing the account, and so forth; and we have all the information we need to provide the most accurate screens and reports in the quickest possible time. The implementation process addresses confirmation of pricing and packages; discussion and review of all legal documents; completion and acknowledgment of client preferences; establishment of email contact/notification chain; credit credentialing; cooperation in the integration process; delivery of client “toolkit” and review of best practices; username/passwords instructions and setup; platform training; and client checkups.

As a Client-responsive company, we provide the resources necessary to meet anticipated implementation timelines and processes. We find that being a streamlined organization not only allows us to take a personalized approach but to cut down on organizational “red tape,” as well, making for faster implementation times and issues resolution. TruView does not approach the contract as a “vendor,” and we are not a SaaS company; rather, as a partner, we develop customized screening solutions customized to your unique needs, which helps us ensure that we maximize your investment to bring you greater safety, security, and sustainability. We are prepared and ready to continue the important work we have provided PGCB over the last five years.

TruView will train PGCB’s authorized users in PowerScreen (or provide refresher training), as well as any additional authorized users over the duration of the contract. Furthermore, TruView’s Director of Knowledge and Compliance Lisa Worgull, Co-Chair of the prestigious PBSA Education Committee and her team, will provide training in FCRA, background screening methods, concerns, and so forth, on a scheduled basis. TruView provides each Client with a User Guide.

TruView has fully adapted to Virtual Instructor-Led Training (VILT) as our primary approach to on-boarding and ongoing training sessions. TruView has the complete capacity to conduct live training iterations via a variety of online platforms, such as Microsoft Teams, WebEx, Zoom, etc. Our presentations are detailed and succinct, with content averaging 45 minutes to an hour per session. We allot extra time in our scheduling of the training sessions so that we can remain online beyond the presentation to answer any questions or go over a particular topic again if need be. We are also happy to schedule multiple iterations of the same training presentation in order to accommodate our Client’s calendar and ensure that all Client team members have the opportunity to receive the information.

Training for PGCB’s authorized users will include: log on/log off procedures; processing of application for background checks; retrieving background check results; how to review/read results of the background check; how to edit application requests through the portal. TruView will record our training sessions with your team, so that if an individual team member is not able to attend the live presentation, they can access the content on-demand through our platform utilizing their established log in credentials. TruView has a library of recorded training sessions, covering a wide range of topics, that increases with



TruView BSI, LLC
**POWERSCREEN PLATFORM
 TRAINING GUIDE**

for

Pennsylvania Gaming Control Board

each training conducted. Recorded sessions include topics such as platform introduction and operation, the basics of FCRA compliance, required forms walkthrough, etc. We are happy to work directly with our Clients on their training requests and suggestions, generating new presentations tailor made to the Client's specific background screening parameters. In addition to our on-boarding training sessions, TruView also conducts ongoing Client trainings throughout the life of our contracts.

The Client & Consumer Resources tab on TruView's website, (www.truviewbsi.com/resources) provides a wide range of materials and articles that Clients can utilize to address common questions. From the Resources tab, Clients can access sections on Education, Frequently Asked Questions, and Helpful Documents. TruView's background screening offices operate from 8:00 am to 6:00 pm PT, providing extended normal business hours. TruView also provides monitored "help@" email address, 1-888 customer service number, and website chatbot for urgent afterhours requests. Because we closely manage your background screening program and use a Dedicated Team Approach that ensures consistency, familiarity, and Client responsiveness, we resolve any problems or issues that arise, professionally and expediently.

Maintaining Currency on Important Legal Changes

TruView takes a proactive, consultative approach to legal requirements and we assist our Clients in staying ahead of them. We are experts in the continuous changes in legal requirements that impact the background screening industry—it is our business, and we strive to be the best at it. While TruView is not legal counsel and does not provide legal advice, we do communicate important developments—legislative and regulatory changes, industry trends, and legal rulings—to assist our Clients and their legal team in making informed decisions and enhancing legal protections. Periodically, we will furnish to you with helpful advisories, industry news, and newsletter updates. TruView publishes Client Advisories as needed to inform Clients of important legislative and industry events pertaining to background screens. Further, TruView Clients have access to a variety of timely resources and updates by simply clicking on the menu bar of the TruView webpage.

As a value-add for PGCB at no additional cost, TruView will schedule Quarterly Business Reviews with our senior and executive leadership to identify and communicate areas for improvement, training, business discussion, and legal compliance. Further, as a continued value-add for PGCB, TruView will deliver Client training to the PGCB Team on best practices and compliance procedures. We will meet regularly with PGCB to provide training and counsel on best practices and compliance procedures, at no additional cost.

III-7. FINANCIAL CAPABILITY

TruView's Financial Capability Statement follows this page. TruView is a private company. **Please note that this is a confidential and proprietary document and exempt from public disclosure per law.**

III-8. WORK PLAN

[REDACTED]

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III-9. OTHER REQUIREMENTS

Risk Governance: Disaster Recovery and Emergency Preparedness Plan

[REDACTED]

[REDACTED]

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were impacting our employees and our Clients, and to ensure that Client services remained in full force. Each facet of the Business Continuity Plan—from Safety to Finance to Human Resources to Logistics to Operations to Communications—was addressed. Full staff meetings were conducted multiple times per week. All issues were handled as transparently as possible, with solutions developed at the executive level. Team Leaders were tasked with reaching out personally to Clients to let them know we were operational, to answer their questions, and to handle their immediate requests. We delivered weekly Client updates to provide essential information, including the status of court closures and other potential service interruptions. Executive staff held continual briefings with IT service providers and other service partners to monitor security and develop workaround solutions for any service disruptions.

The level of personnel professionalism, training, and compliance was quickly evident. Our personnel receive comprehensive training both at the start of their careers with TruView and on an ongoing basis. We found this training to be helpful in their ability to work independently and remotely, continuing to serve TruView and our Clients, but as significantly, to support the TruView Executive Team's drive to build on our business model to find new revenue streams within our core competencies.

This was only part of our efforts to act on the BCP and remain financially viable while keeping our promise to keep our Team intact. We are very proud that we were able to do that during these difficult times—that is, rebound from the lockdowns stronger than before, with our entire workforce intact. In fact, our efforts have led to an increase in staff.

[REDACTED]

[REDACTED]

Preplanning and having a proactive, well trained staff allows us to "cover down" when key employees become ill—and all of our employees are "key." TruView operates on a Team Approach that emphasizes an integrated, U.S.-based workforce (no overseas operations); we are able to direct our resources as needed to compensate for temporary illnesses. We select employees, in part, on their extended talents and their ability to work within the team framework. Furthermore, as we have shown these past few months, our flexibility and resilience have allowed us to increase our staff and increase our ability to overcome when we are short of staff. Additionally, we maintain extensive contacts and associations in our industry, including an extensive network of former military and law enforcement personnel with investigative experience, so we are able to draw talent from a variety of sources.

[REDACTED]

III-10. REPORTS AND PROJECT CONTROL

Following PGCB preferences, Team Leader Daniel Albert supplies Status Reports and Problem Identification Reports verbally and directly to the PGCB. However, at your request, we would be happy to provide the requested reports, to include both a quarterly Status Report (covering activities, problems, IT issues and recommendations, and so forth, keyed to the work plan approved by the Issuing Office) and a Problem Identification Report. With regard to the latter, TruView has worked collaboratively with Clients to identify, discuss, and solve problems in every Client engagement. With several regulatory and government agencies, TruView has developed monthly progress reports, and/or status agenda, to ensure key performance indicators are met and continue to exceed expectations. ***As a sample of previously used Progress Reports, please see attached.*** TruView welcomes feedback and, if awarded a contract to continue services for PGCB, we would request a collaborative discussions on the best format for Problem Identification Reports and/or Monthly/Quarterly Progress Reports.

Project Control: Compliant, Client-Focused Service

The Project is controlled through:

- Daily communications between the Team Leader and PGCB
- Dedicated Team Approach, with complete responsiveness to the needs of PGCB
- Continuous monitoring of deliverables, report statuses, and turnaround times, with potential delays addressed proactively
- Human analytics of reports with supervisory review – meticulous reporting standards
- Implementation of TruView's Quality Control program, as outlined above
- Legal compliance updates and continual analyst team training (weekly)
- TruView – PGCB team education and legal compliance training
- Quarterly executive PGCB – TruView business reviews

TruView is a consumer reporting agency (CRA), as defined by the Fair Credit Reporting Act, 15 U.S.C. §1681 et seq. We stay current in, and comply with, all applicable federal, state, and local laws and guidelines, including but not limited to the FCRA, state consumer reporting agency regulations, and relevant business and professions codes and state criminal and civil statutes related to background investigations. As a leader in our screening industry, TruView stays on the leading edge of knowledge, education, and dialogue, and we go the extra mile to ensure that our partners understand their responsibilities as an end user of a consumer report and/or an investigative consumer report.

TruView complies with all applicable laws and standards in performing background screening services, including the Federal Fair Credit Reporting Act, EEOC Laws, Health Insurance Portability and Accountability Act, Fair and Accurate Credit Transactions Act, state credit/consumer reporting statutes, so-called Ban the Box laws, state and local Fair Chance Act laws, statewide use of cannabis laws, Fair Chance to Compete for Jobs Act, and all other relevant federal, state, and local statutes and relevant business and professions codes and standards, as well as compliance with relevant international laws/standards such as GDPR. As a CRA, TruView is audited periodically by providers such as credit bureaus, Department of Motor Vehicles agencies, and data repositories, such as The Work Number. TruView maintains detailed security and data protection policies to ensure we provide as much information to our clients as is legally permissible.

We take an organic approach to Client relationships. As a privately owned firm with concentrated resources, we optimize communications without the bureaucracy associated with other firms. Our employees, data, and customer services are 100% U.S. based. Complete screening capabilities and expertise are matched with a personalized service approach and management accessibility. Our Clients communicate directly with dedicated professionals assigned to their case/contract—with TruView you will always reach a professional who is knowledgeable about your account and can meet your requests.

TruView’s background screening offices operate from 8:00 am to 6:00 pm across all time zones, providing extended normal business hours. As the “more human” background screening firm that takes a best-practices approach to all services, we emphasize human contact with knowledgeable team members based in the U.S.—not overseas call or chat centers. Customer support includes:

- Status Updates: Communicating with HR teams and candidates to provide updates on the progress of background checks (e.g., in progress, delayed, or completed).
- Troubleshooting Access Issues: Assisting candidates who are having trouble accessing the background check portal, uploading documents, or navigating the system.
- Documentation Guidance: Answering questions about which documents are required, how to submit them, and deadlines for compliance.
- Clarifying Results or Follow-Up Needs: Addressing any concerns or confusion regarding flagged items or additional steps required to complete the screening.
- Compliance Support: Ensuring both HR and candidates understand and adhere to relevant policies and legal requirements during the screening process.

Our Customer Service Team staffs TruView’s Help Desk (help@ email contact and a 1-888 customer service number). The Team tracks, reviews, and categorizes all customer service request tickets in real time, routing them the request and any ancillary/supporting information to the appropriate Team Leader or Analyst for direct, fast service. Our benchmark for responding to a Client request is “immediately”—your emails will be received immediately during business hours and receive prompt attention, response, and, if needed, escalation by the Team dedicated to your account. ***PGCB phone calls and emails during normal work hours (8 am – 5 pm, Monday through Friday) are responded to within one hour.***

TruView FCRA Certification

TruView is an active member of the Professional Background Screening Association (PBSA). The organization informs its membership of changes in legislation, notable developments in the industry, landmark litigation decisions, and compliance issues. TruView leadership and analysts regularly participate in PBSA events. Lisa Worgull, TruView’s Director of Knowledge and Compliance, is the current Co-Chair of the prestigious PBSA Education Committee, a position she has held for over five years—and we remain at the leading edge for compliance in our industry. Along with the support and direction of Tara Krumholz, TruView’s Managing Director of the Background Screening Division, and following a schedule of weekly and supplemental staff training, Lisa ensures that all TruView Research Analysts comply with professional standards and best practices, including FCRA. New compliance information and best practices are disseminated through TruView to the analyst level and then communicated to our Clients via dedicated Team Leaders and their team members.

As a hiring requirement, all TruView analysts must successfully complete training and possess certification in the PBSA’s FCRA Certificate Program. This ensures that all members of our Team have critical, up-to-date, baseline compliance knowledge in FCRA. Certification is part of an integrated approach to knowledge and competency that includes intensive four-week proprietary training program and closely supervised on-the-job training for new analysts, as well as weekly Divisional training for all personnel. Training in Client contract requirements and ongoing professional development and legal compliance training are built into TruView’s process. Ongoing training includes targeted training in compliance with other federal, state, and local regulations, as well as FCRA. All Team members are required renew the PBSA FCRA certification training every two years. TruView’s legal tracker technology and legal compliance reviews factor prominently in our standard day-to-day process. Every background report is reviewed at the supervisor or management level—that is, two pairs of eyes—before release to you. In part, this is why TruView has a verifiable, industry-leading 99.998% accuracy rate. We are professional, responsive, accurate, and compliant.

III-11. Objections and Additions to Standard Contract Terms and Conditions

TruView agrees to RFP/contract terms and conditions as expressed in the solicitation/contract documents. However, as TruView follows all relevant federal, state, and local laws applicable to performing background investigations; and as a consumer reporting agency bound by the Fair Credit Reporting Act, a contract with TruView must refer to and include the following legally required documents:

- ***Client Certification for Background Checks.*** By utilizing the consumer reports and investigative consumer reports provided by TruView, Client is considered a “user” of consumer reports and/or investigative consumer reports under the federal Fair Credit Reporting Act, 15 U.S.C. § 1681 et seq., and applicable state law, and is responsible for identifying and complying with these applicable laws and regulations. The Client will be required to agree that it has a legal permissible purpose to request the services, as well as agree to provide disclosures and authorizations as required by the FCRA.
- ***Credit Checks End User Agreement.*** Before a credit check can be performed, the Client (“End User”) will sign an End User Agreement, stating that the End User has a permissible purpose for obtaining consumer reports in accordance with the Fair Credit Reporting Act (15 U.S.C. §1681 et seq.). This requirement applies to access to consumer credit reports for employment purposes and full consumer credit reports.

Please note that the legal requirements of the FCRA extend to all consumer reporting agencies (background screening firms) performing background screens with a permissible purpose. ***As these are legal documents, as advised by legal counsel, we would appreciate your understanding in permitting TruView to provide these documents for review and discussion at the next stage of the RFP process.***

OPTIONAL SERVICES

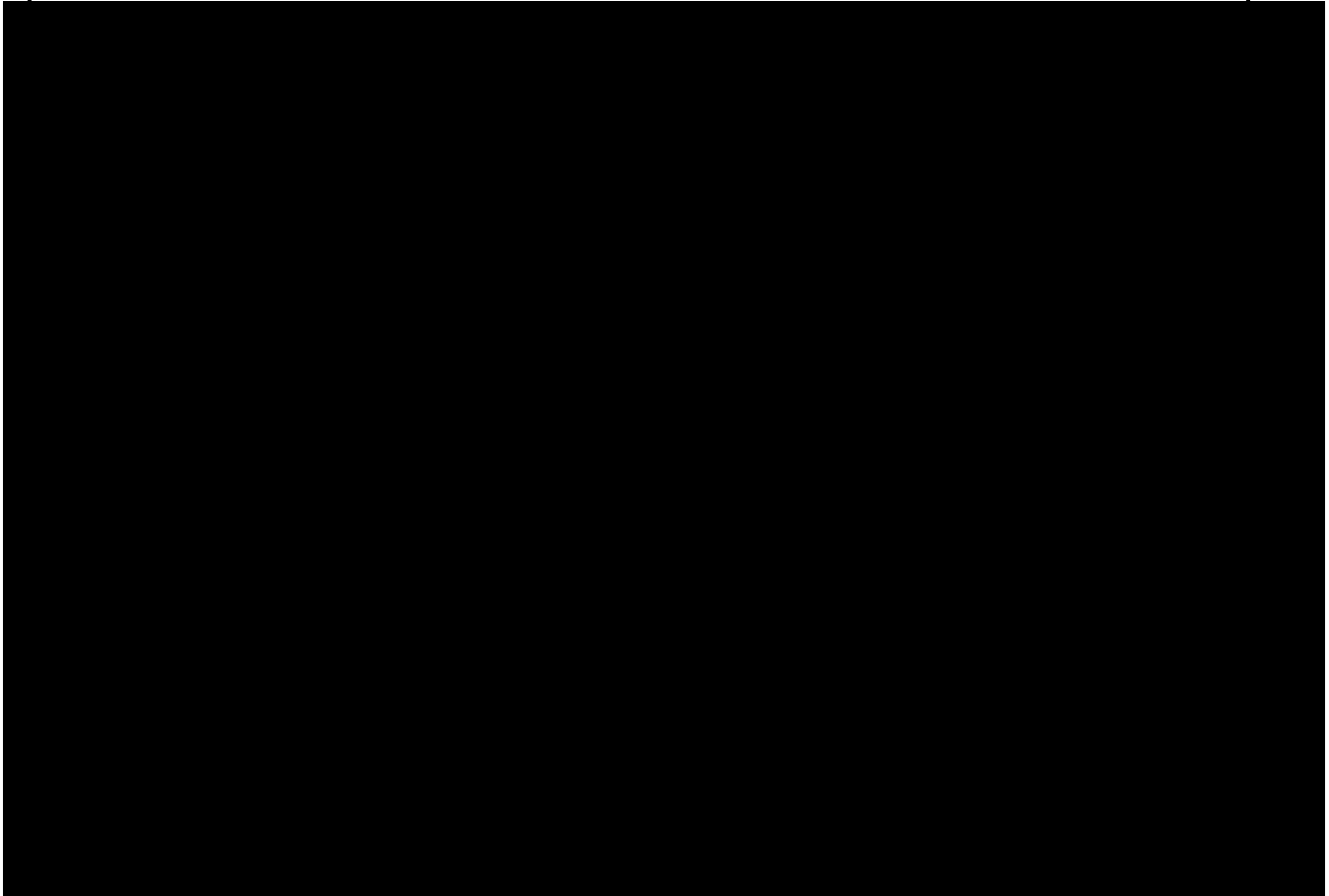
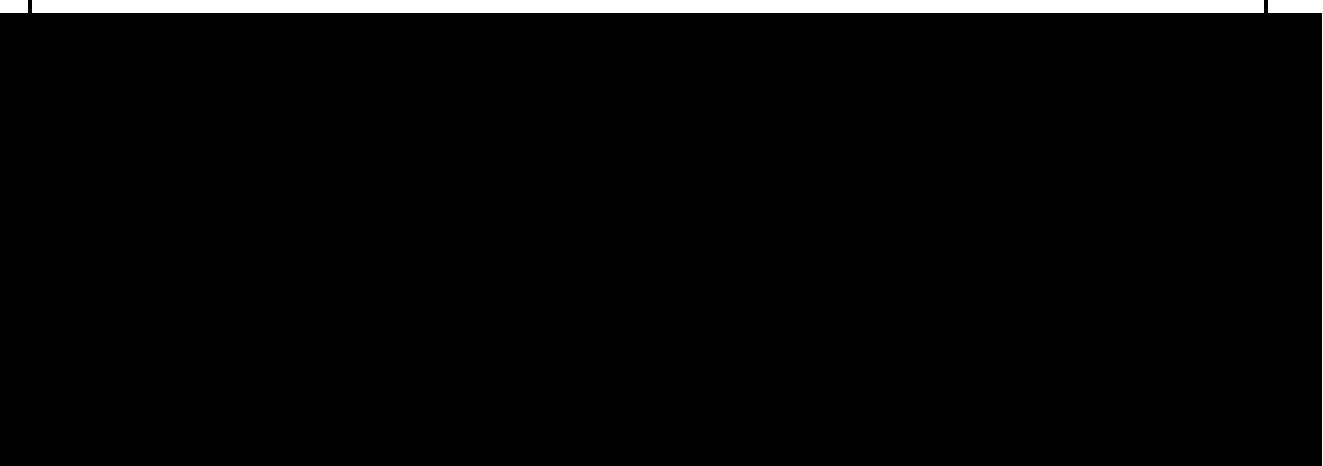
In addition to the hourly rates required by the RFP, TruView proposes individual investigative elements that can be combined, through collaborative discussion with the Pennsylvania Gaming Control Board team, to provide cost-efficient flat fee due diligence packages. In our experience working with public agencies requiring investigations of similar size, scope, and complexity, this method can streamline process flow, reporting, back end analysis and create cost efficiencies.

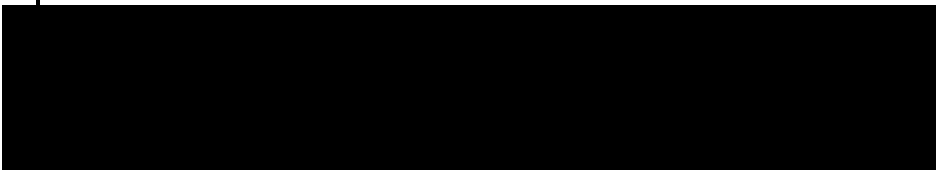
A sample, and not an all-inclusive listing, of a la carte investigative elements, often combined with investigative processes (such as interviews and analysis), in use by other agencies is listed below for PGCB’s review:

Training/Consulting/Programming	
•	Training/Consulting (Only if outside of scope)
•	Programming (Only if customized programming requested)
A La Carte Screening Elements	
•	██
■	██
■	██n

Criminal, Civil, and Driving Elements

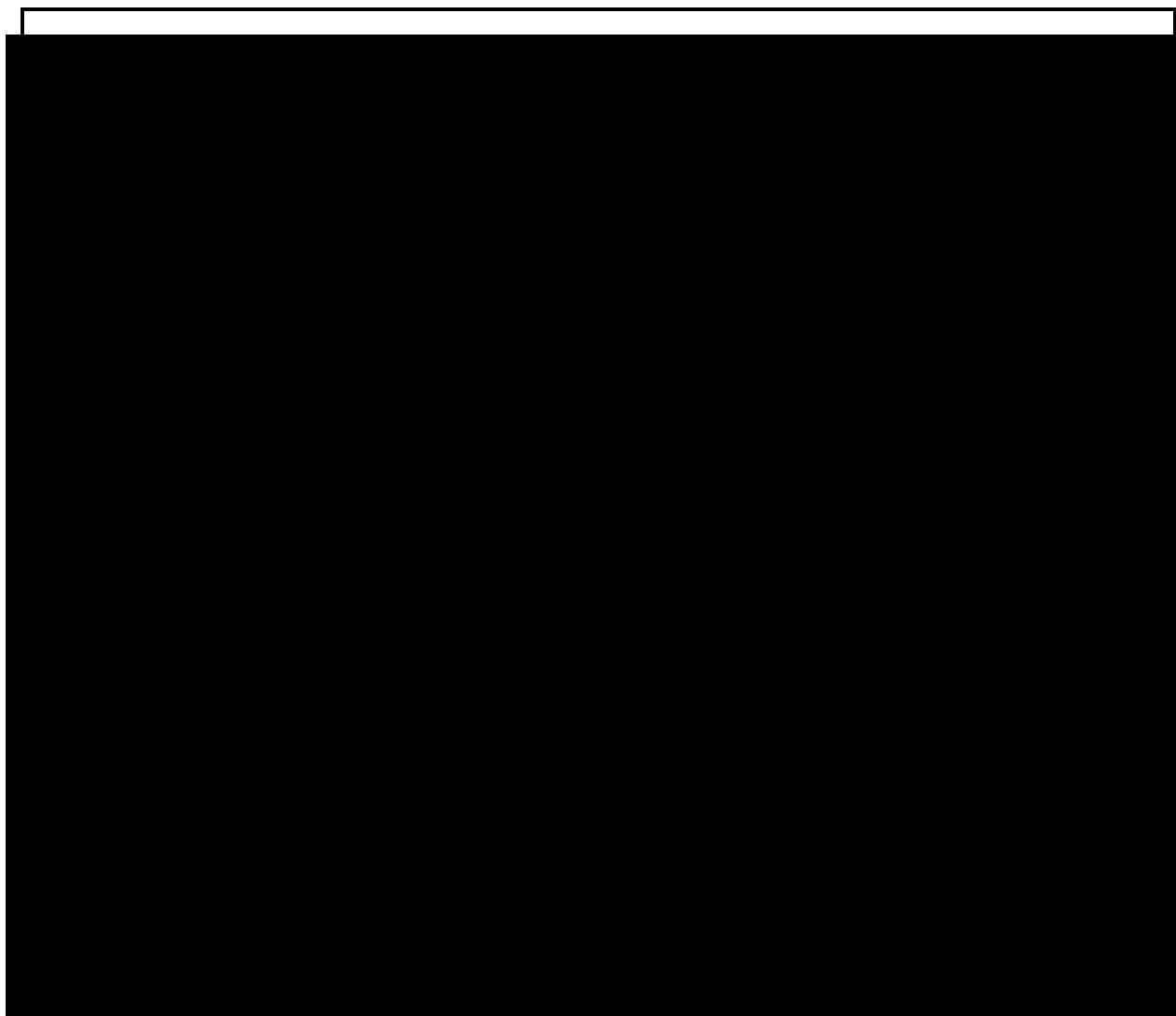
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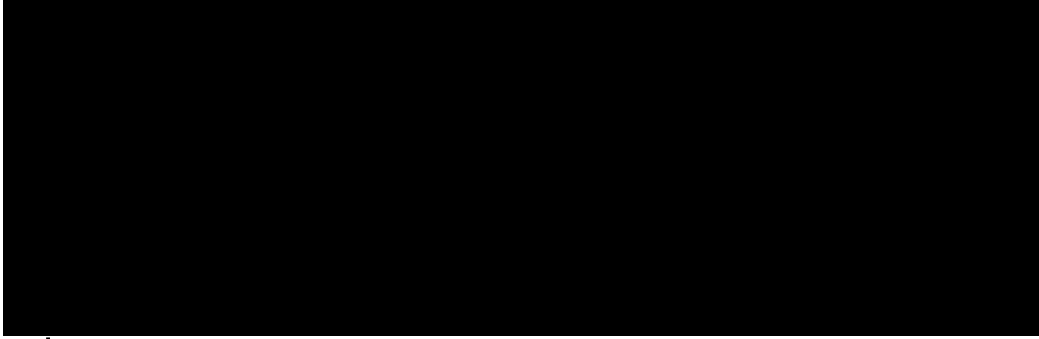
Verification Elements**Compliance Elements**

Media Screening Elements (Discounting Available for Volume)

Monitoring Products (Discounting Available for Volume/Combinations)



***OPTIONAL* Custom-branded Investigative Compliance Platform****Additional Requirements and Options**

EXHIBIT

C

SDB & VBE Participation

Request for Proposal #PGCB 2025-1, Background Screening Services for
the Pennsylvania Gaming Control Board: Part V, Small Diverse Business &
Veteran Business Enterprise Information: TruView BSI, LLC

Presented to
Amanda Peters
Issuing Officer
Procurement and Property Manager
Pennsylvania Gaming Control Board

Presented by
Nicholas M. Auletta, CPP
President
TruView BSI, LLC
225 Broadhollow Rd., Suite 304
Melville, NY 11747
516.289.0273
nmauletta@truviewbsi.com



A Certified Service-Disabled Veteran-Owned Business

"Born of Tradition. Enabled by Technology. Powered by People."

August 29, 2025

This Proposal contains confidential and proprietary information protected from public disclosure under Pennsylvania Statutes Title 65 P.S. Public Officers § 67.708., Exceptions for public records. Public release of the material marked herein would cause substantial harm to TruView in its ability to compete in the market.

December 19, 2024

TRUVIEW BSI LLC
225 BROADHOLLOW RD STE 304 Suite 304
MELVILLE, NY 11747-4899

Dear Small Business Owner,

The Pennsylvania Department of General Services, Bureau of Diversity, Inclusion & Small Business Opportunities (BDISBO), is pleased to inform you that TRUVIEW BSI LLC has been verified as a Small Diverse Business (SDB) and Veteran Business Enterprise (VBE).

View and download the company's certificates through your PRiSM account at <http://bdisbo.prismcompliance.com/>. Enter the **Username** and **Password** created during the User Registration process following your initial Small Business self-certification through the PRiSM Portal. Click on **Administration > Manage Vendor Records > Certifications**. Certificates are valid through the dates shown.

Click **Need login help** to retrieve your username or password or **Don't have a username > Register Now** to set up a primary user. Contact BDISBO if you do not know your PIN.

The information you provided for verification was represented as being true and correct. The Commonwealth shall treat any misstatement as fraudulent concealment of the true facts punishable as a crime under Section 4904 of the Pennsylvania Crimes Code, Title 18, of Pa. Consolidated Statutes relating to unsworn falsification to authorities. In addition, the Department reserves the right to conduct further review as needed.

For additional information or assistance, please contact BDISBO at 717-783-3119, RA-SmallBusiness@pa.gov, or GS-BDISBO@pa.gov.

Sincerely,



Kerry Kirkland, Deputy Secretary
Bureau of Diversity, Inclusion & Small Business Opportunities

SDB-2
SDB PARTICIPATION SUBMITTAL

CHECK ONE, AND ONLY ONE, BOX. FAILURE TO COMPLY WILL RESULT IN REJECTION OF YOUR BID/PROPOSAL.

Click on bold titles to navigate to that specific page.

☒ **I agree to meet the SDB participation goal in full.**

I have completed and am submitting with my bid or proposal an **SDB Utilization Schedule (SDB-3)**, which is required in order to be considered for award.

☐ **I am requesting a partial waiver of the SDB participation goal.**

After making good faith outreach efforts as more fully described in the **Guidance for Documenting Good Faith Efforts to Meet the SDB Participation Goal**, I am unable to achieve the total SDB participation goal for this solicitation and am requesting a partial waiver of the SDB participation goal.

I have completed and am submitting with my bid or proposal both of the following, which are required in order to be considered for award:

1. an **SDB Utilization Schedule (SDB-3)** for that portion of the SDB participation goal that I will meet; AND
2. a **Good Faith Efforts Waiver Request** for the portion of the SDB participation goals that I am unable to meet.

☐ **I am requesting a full waiver of the SDB participation goal**

After making good faith outreach efforts as more fully described in the **Guidance for Documenting Good Faith Efforts to Meet the SDB Participation Goal**, I am unable to achieve any part of the SDB participation goal for this solicitation and am requesting a full waiver of the SDB participation goal.

I have completed and am submitting with my bid or proposal a **Good Faith Efforts Waiver Request** for the complete SDB participation goal, which is required in order to be considered for award.

NOTE: SDB primes who are submitting as bidders or offerors must complete an **SDB Utilization Schedule (SDB-3)** identifying any self-performance towards the SDB participation goal.

SDB-3
SDB UTILIZATION SCHEDULE

List in the chart below SDBs (including where applicable a prime bidder or offeror is self-performing a portion of the work) that will be used to meet the SDB participation goal (add additional pages if necessary). Submit a **Letter of Commitment (SDB-3-1)** for each SDB subcontractor (add additional Letters of Commitment as necessary).

SDB Name SAP Vendor Number (6-digit number provided by SDB) SDB Verification Number (located on DGS SDB verification)	Type of SDB (check all that apply)	Description of Work to be Performed (Statement of Work/Specification reference)	% Commitment (or % of work to be self-performed by SDB bidder/offeror)	Associated Dollar Value of Commitment
Name: ABC IT Solutions SAP Vendor Number: 123456 SDB Verification Number: 123456-2016-09-SB-M	MBE	IT staffing resources	%	\$
Name: TruView BSI, LLC SAP Vendor Number: 544527 SDB Verification Number: 544527-2024-12-SDB-S	☐ MBE ☐ WBE ☐ LGBTBE ☐ DOBE ☒ SDVBE	Background Screening Services	100 %	\$ 2,500,000
Name: SAP Vendor Number: SDB Verification Number:	☐ MBE ☐ WBE ☐ LGBTBE ☐ DOBE ☐ SDVBE		%	
Name: SAP Vendor Number: SDB Verification Number:	☐ MBE ☐ WBE ☐ LGBTBE ☐ DOBE ☐ SDVBE		%	
Name: SAP Vendor Number: SDB Verification Number:	☐ MBE ☐ WBE ☐ LGBTBE ☐ DOBE ☐ SDVBE		%	
Attach additional sheets if necessary			Total % SDB commitment: 100	Total \$ amount: \$ 2,500,000

SDB-3-1
LETTER OF COMMITMENT

This Letter of Commitment serves as confirmation of the commitment by the prime Bidder or Offeror to utilize the Small Diverse Business (SDB) on the below-referenced Solicitation/Project.

Solicitation Number: PGCB 2025-1

Solicitation Name: Background Screening Services

	Bidder/Offeror Information	SDB Information
Name	TruView BSI, LLC	Same
Address	225 Broadhollow Rd., Suite 304, Melville, NY 11747	TruView is a DGS-certified SDB
Point of Contact	Nicholas M. Auletta, President	Same
Telephone number	(516) 289-0273	
Email address	nmauletta@truviewbsi.com	

Services/Supplies and Time Frame. If Bidder/Offeror is the successful vendor, the SDB shall perform or provide the following services or supplies during the initial term of the prime contract and during any extensions, options or renewal periods of the prime contract exercised by the Commonwealth, as more specifically set forth below:

Background Screening Services

Services or supplies the SDB will provide:

Specific Time Frame the SDB will provide the services or supplies: Est. 4/1/2026 - 3/31/2031

Percentage Commitment. These services or supplies represent 100 % of the total cost of the Bidder/Offeror's cost submittal for the initial term of the contract. Depending on actual contract usage or volume, it is expected the SDB will receive \$ 2,500,000 during the initial contract term. Bidder/Offeror shall pay SDBs, after receipt of a proper invoice and all other required documentation from an SDB, within 10 days after receipt of payment from the Commonwealth.

SDB verified* By signing below, the SDB represents that it meets the SDB requirements set forth in the Solicitation and all required documentation has been provided to the Bidder/Offeror for its SDB submission.

Sincerely,
Nicholas M. Auletta

Printed name



Signature

Bidder/Offeror Point of Contact Name

Acknowledged

Same

Printed name



Signature

SDB Point of Contact Name

** The work performed by a firm that is dually verified as both an SDB and VBE will be counted by BDISBO towards fulfilling both the SDB and VBE commitments unless otherwise agreed to by the parties in writing and approved by BDISBO and the Issuing Office. See SDB-1 Instructions, Section II, Paragraph 4 for example of how work performed by a firm that is dually verified is credited.*

NOTICE OF SMALL DIVERSE BUSINESS VERIFICATION



The Department is pleased to announce that

TRUVIEW BSI LLC

has successfully completed the Pennsylvania Department of General Services' process for self-certification as a small business under the Commonwealth's Small Business Contracting Program, and is verified as a Small Diverse Business with the following designation(s):

BUSINESS TYPE(s):

Procurement Services

CERTIFICATION NUMBER: **544527-2024-12-SDB-S**

CERTIFICATION TYPE: **SMALL DIVERSE BUSINESS**

ISSUE DATE: **12/19/2024**

EXPIRATION DATE: **12/18/2026**

RECERTIFIED DATE:

A handwritten signature in black ink that reads "Kerry L. Kirkland". The signature is written in a cursive style with a large, looped "K" and a trailing flourish.

Kerry L. Kirkland, Deputy Secretary
Bureau of Diversity, Inclusion & Small Business Opportunities

NOTICE OF SMALL BUSINESS SELF-CERTIFICATION



The Department is pleased to announce that

TRUVIEW BSI LLC

has successfully completed the Pennsylvania Department of General Services' process for self-certification as a small business under the Commonwealth's Small Business Contracting Program, with the following designation:

BUSINESS TYPE(s):

Procurement Services

CERTIFICATION NUMBER: **544527-2024-12-SB**

CERTIFICATION TYPE: **SMALL BUSINESS**

ISSUE DATE: **12/18/2024**

EXPIRATION DATE: **12/18/2026**

RECERTIFIED DATE:

A handwritten signature in black ink that reads "Kerry L. Kirkland". The signature is written in a cursive style with a large, looped "K" and a long, trailing "d".

Kerry L. Kirkland, Deputy Secretary
Bureau of Diversity, Inclusion & Small Business Opportunities

VBE-2
VBE PARTICIPATION SUBMITTAL

CHECK ONE, AND ONLY ONE, BOX. FAILURE TO COMPLY WILL RESULT IN REJECTION OF YOUR BID/PROPOSAL.

Click on bold titles to navigate to that specific page.

☒ **I agree to meet the VBE participation goal in full.**

I have completed and am submitting with my bid or proposal an **VBE Utilization Schedule (VBE-3)**, which is required in order to be considered for award.

☐ **I am requesting a partial waiver of the VBE participation goal.**

After making good faith outreach efforts as more fully described in the **Guidance for Documenting Good Faith Efforts to Meet the VBE Participation Goal**, I am unable to achieve the total VBE participation goal for this solicitation and am requesting a partial waiver of the VBE participation goal.

I have completed and am submitting with my bid or proposal both of the following, which are required in order to be considered for award:

1. a **VBE Utilization Schedule (VBE-3)** for that portion of the VBE participation goal that I will meet; AND
2. a **Good Faith Efforts Waiver Request** for the portion of the VBE participation goals that I am unable to meet.

☐ **I am requesting a full waiver of the VBE participation goal**

After making good faith outreach efforts as more fully described in the **Guidance for Documenting Good Faith Efforts to Meet the VBE Participation Goal**, I am unable to achieve any part of the VBE participation goal for this solicitation and am requesting a full waiver of the VBE participation goal.

I have completed and am submitting with my bid or proposal a **Good Faith Efforts Waiver Request** for the complete VBE participation goal, which is required in order to be considered for award.

NOTE: VBE primes who are submitting as bidders or offerors must complete a **VBE Utilization Schedule (VBE-3)** identifying any self-performance towards the VBE participation goal.

VBE-3
VBE UTILIZATION SCHEDULE

List in the chart below VBEs (including where applicable a prime bidder or offeror is self-performing a portion of the work) that will be used to meet the VBE participation goal (add additional pages if necessary). Submit a **Letter of Commitment (VBE-3-1)** for each VBE subcontractor (add additional Letters of Commitment as necessary).

VBE Name SAP Vendor Number (6-digit number provided by VBE) VBE Verification Number (located on DGS VBE verification)	Type of VBE (check all that apply)	Description of Work to be Performed (Statement of Work/Specification reference)	% Commitment (or % of work to be self-performed by VBE bidder/offeror)	Associated Dollar Value of Commitment
Name: <u>ABC IT Solutions</u> SAP Vendor Number: <u>123456</u> VBE Verification Number: <u>123456-2016-09-SB-M</u>	MBE	IT staffing resources	%	\$
Name: <u>TruView BSI, LLC</u> SAP Vendor Number: <u>544527</u> VBE Verification Number: <u>544527-2024-12-VBE-S</u>	☒ VBE ☐ SDVBE	Background Screening Services	100 %	\$ 2,500,000
Name: SAP Vendor Number: VBE Verification Number:	☐ VBE ☐ SDVBE		%	
Name: SAP Vendor Number: VBE Verification Number:	☐ VBE ☐ SDVBE		%	
Name: SAP Vendor Number: VBE Verification Number:	☐ VBE ☐ SDVBE		%	
Attach additional sheets if necessary			Total % VBE commitment: <u>100</u>	Total \$ amount: <u>\$ 2,500,000</u>

VEB-3-1
LETTER OF COMMITMENT

This Letter of Commitment serves as confirmation of the commitment by the prime Bidder or Offeror to utilize the Veteran Business Enterprise (VBE) on the below-referenced Solicitation/Project.

Solicitation Number: PGCB 2025-1

Solicitation Name: Background Screening Services

	Bidder/Offeror Information	VBE Information
Name	TruView BSI, LLC	Same
Address	225 Broadhollow Rd., Suite 304, Melville, NY 11747	TruView is a DGS-certified VBE
Point of Contact	Nicholas M. Auletta, President	Same
Telephone number	(516) 289-0273	
Email address	nmauletta@truviewbsi.com	

Services/Supplies and Time Frame. If Bidder/Offeror is the successful vendor, the VBE shall perform or provide the following services or supplies during the initial term of the prime contract and during any extensions, options or renewal periods of the prime contract exercised by the Commonwealth, as more specifically set forth below:

Background Screening Services

Services or supplies the VBE will provide:

Specific Time Frame the VBE will provide the services or supplies: Est. 4/1/2026 - 3/31/2031

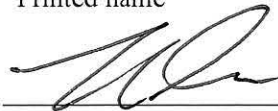
Percentage Commitment. These services or supplies represent 100% % of the total cost of the Bidder/Offeror's cost submittal for the initial term of the contract. Depending on actual contract usage or volume, it is expected the VBE will receive \$ 2,500,000 during the initial contract term. Bidder/Offeror shall pay VBEs, after receipt of a proper invoice and all other required documentation from a VBE, within 10 days after receipt of payment from the Commonwealth.

VBE verified*. By signing below, the VBE represents that it meets the VBE requirements set forth in the Solicitation and all required documentation has been provided to the Bidder/Offeror for its VBE submission.

Sincerely,

Nicholas M. Auletta

Printed name



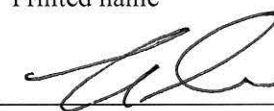
Signature

Bidder/Offeror Point of Contact Name

Acknowledged

Same

Printed name



Signature

VBE Point of Contact Name

** The work performed by a firm that is dually verified as both an SDB and VBE will be counted by BDISBO towards fulfilling both the SDB and VBE commitments unless otherwise agreed to by the parties in writing and approved by BDISBO and the Issuing Office. See SDB-1 Instructions, Section II, Paragraph 4 for example of how work performed by a firm that is dually verified is credited.*

**NOTICE OF VETERAN BUSINESS ENTERPRISE
VERIFICATION**



The Department is pleased to announce that
TRUVIEW BSI LLC

has successfully completed the Pennsylvania Department of General Services' process for self-certification as a small business under the Commonwealth's Small Business Contracting Program, and is verified as a Veteran Business Enterprise with the following designation(s):

BUSINESS TYPE(s):

Procurement Services

CERTIFICATION NUMBER: **544527-2024-12-VBE-S**

CERTIFICATION TYPE: **VETERAN BUSINESS ENTERPRISE**

ISSUE DATE: **12/19/2024**

EXPIRATION DATE: **12/18/2026**

A handwritten signature in black ink that reads "Kerry L. Kirkland". The signature is written in a cursive style with a large, stylized 'K' and 'L'.

Kerry L. Kirkland, Deputy Secretary
Bureau of Diversity, Inclusion & Small Business Opportunities

EXHIBIT

D

Contract Pricing

DOMESTIC		
Description	Estimated Annual Qty	Cost
Consumer Credit	8,150	\$9.00
Business Credit	200	\$90.00
Employment checks	4,600	\$102.50
SSN Validation/Verification	6,200	\$5.00
Education	170	\$20.00
County Criminal Check	130	\$12.00
County Civil Check	60	\$15.00
Person Address Identification	60	\$10.00
Person Address plus Database Linkage	60	\$30.00
Person Address Identification plus Investigator Analysis	60	\$95.00

LIEN IDENTIFICATON PROGRAM		
Description	Estimated Annual Qty	Cost
Federal Tax Lien Pointer File - Per Name (initial)	15,000	\$12.00
UCC or County Recorder - Direct Search Per Name	3,000	\$12.00
(2nd Check, if Hit on Federal Tax Lien	3,000	\$12.00

INTERNATIONAL	
Description	Price
INTCRIM - Individual Tier 1	\$35.00
INTCRIM - Individual Tier 2	\$45.00
INTCRIM - Individual Tier 3	\$55.00
INTCRIM - Individual Tier 4	\$75.00
INTCRIM - Individual Tier 5	\$95.00
INTCRIM - Individual Tier 6	\$112.00
INTCRIM - Individual Tier 7	\$132.00
INTCRIM - Individual Tier 8	\$145.00
INTCRIM - Individual Tier 9	\$168.00
INTCRIM - Individual Tier 10	\$185.00
INTCRIM - Individual Tier 11	\$250.00
INTCRIM - Individual Tier 12	\$750.00
INTCRIM - Illicit Activity Database	\$95.00
INTCRIM - Entity Tier 1	\$75.00
INTCRIM - Entity Tier 2	\$150.00
INTCREDIT - Individual Canada	\$50.00
INTCREDIT - Individual Tier 1	\$75.00
INTCREDIT - Individual Tier 2	\$95.00
INTCREDIT - Individual Tier 3	\$120.00
INTCREDIT - Individual Tier 4	\$150.00
INTCREDIT - Individual Tier 5	\$220.00
INTCREDIT - Individual Tier 6	\$265.00
INTCREDIT - Individual Tier 7	\$295.00
INTCREDIT - Individual Tier 8	\$325.00
INTCREDIT - Individual Tier 9	\$425.00
INTCREDIT - Individual Tier 10	\$485.00
INTCREDIT - Individual Tier 11	\$525.00
INTCREDIT - Individual Tier 12	\$565.00
INTCREDIT - Individual Tier 13	\$665.00
INTCREDIT - Individual Tier 14	\$750.00
INTCREDIT - Entity Tier 1	\$125.00
INTCREDIT - Entity Tier 2	\$145.00
INTCREDIT - Entity Tier 3	\$165.00
INTCREDIT - Entity Tier 4	\$190.00
INTCREDIT - Entity Tier 5	\$225.00
INTCREDIT - Entity Tier 6	\$345.00
INTCREDIT - Entity Tier 7	\$395.00

INTERNATIONAL		
Description	Service	Source (Subject to Change)
INTCRIM - Individual Tier 1		
INDIA	India Local	District Police
GUAM	Guam Nationwide	Unified Superior Court of Guam
CANADA	Canada Provincial Courts	Provincial Court
INDIA	India Local (Court)	Magistrate Court
INDIA	India, Local (Extended)	Magistrate Court and Ecourt & Supreme Court Database
PUERTO RICO	Puerto Rico Nationwide	San Juan First Instance Court
INTCRIM - Individual Tier 2		
GUERNSEY	Channel Islands, Guernsey Court	Crown Courts, High Courts and the Magistrate Courts
US VIRGIN ISLANDS	Virgin Islands (USA), Nationwide Court Extended	Superior Court
GUINEA	Guinea Nationwide Court	Courts and Tribunals of Guinea
ISLE OF MAN	Isle of Man, Court	Crown Courts, High Courts and the Magistrate Courts
NEW ZEALAND	New Zealand Nationwide D/B	PEP Database, Global Sanctions Database
INTCRIM - Individual Tier 3		
CANADA	Canada, CPIC Plus	Canadian Police Information Center (CPIC) and the Investigative Databank & Police Information Portal
JERSEY	Channel Islands, Jersey Court	Crown Courts, High Courts and the Magistrate Courts
CHINA	China Nationwide	Ministry of Public Security
FRANCE	France Nationwide D/B	Publicly available sources
SPAIN	Spain Nationwide D/B	PEP Database & Global Sanctions Database
SYRIA	Syria Nationwide D/B	Global and Local Sanctions and PEP Databases
US VIRGIN ISLANDS	Virgin Islands (USA), Nationwide Court	Superior Court
INTCRIM - Individual Tier 4		
GRENADA	Grenada Local	Courts and Tribunals of Grenada
LITHUANIA	Lithuania Nationwide	Courts and Tribunals of Lithuania
US VIRGIN ISLANDS	Virgin Islands (USA), Police Nationwide	Police Division of St. Thomas, St. Croix, and St. John.
IRAN	Iran Nationwide D/B	PEP Data base and Global Sanctions Database
NEW ZEALAND	New Zealand Nationwide	Ministry of Justice
SWEDEN	Sweden Local	Courts and Tribunals of Sweden
FIJI	Fiji Local	Courts and Tribunals of Fiji
MALAYSIA	Malaysia Nationwide	Federal Courts, Court of Appeals, High Courts, Session Courts, Magistrate Courts, Malaysia Anti-Corruption Commission, and the Royal Malaysia Police Most Wanted and Commercial Crimes List.
UGANDA	Uganda, Local	Courts and Tribunals

PHILIPPINES	Philippines Nationwide Court	Metropolitan, Municipal Trial and Regional Trial Courts
CAYMAN ISLANDS	Cayman Islands Local	Courts and Tribunals of Cayman Islands
DOMINICAN REPUBLIC	Dominican Republic Nationwide	First Instance Court
SPAIN	Spain Local	Judiciary of Spain
SOUTH AFRICA	South Africa Nationwide	South African Police Services Name & ID Division, Multiple Databases
ARUBA	Aruba Local	Courts and Tribunals of Aruba
FRENCH POLYNESIA	French Polynesia Nationwide	Le Casier Judiciaire
BARBADOS	Barbados Local	Courts and Tribunals of Barbados
DENMARK	Denmark Local	Supreme Court of Denmark
NORWAY	Norway Local	Courts and Tribunals of Norway
BRITISH VIRGIN ISLANDS	Virgin Islands (UK) Nationwide	Courts and Tribunals of Virgin Islands
INTCRIM - Individual Tier 5		
ANTIGUA AND BARBUDA	Antigua and Barbuda Local	Courts and Tribunals of Antigua and Barbuda
IRELAND	Ireland (Republic of) Nationwide Court	The Courts Service of Ireland
MEXICO	Mexico Nationwide Enhanced	Supreme Court, State Court, and Federal Justico Court
TAIWAN, PROVINCE OF CHINA	Taiwan Nationwide Court	Courts and Tribunals of Taiwan
CANADA	Canada, CPIC	Canadian Police Information Center (CPIC) Investigative Databank & Police Information Portal.
TONGA	Tonga Local	Courts and Tribunals of Tonga
TURKS AND CAICOS ISLANDS	Turk and Caicos Islands Local	Supreme Court of Turks & Caicos Islands
MALAWI	Malawi Local	Courts of Justice
BELGIUM	Belgium Nationwide (Police) - Non-Resident Only	Service du Casier Judiciaire Central
BELIZE	Belize Local	Courts and Tribunals of Belize
CHINA	China Nationwide (Non-Citizen)	Ministry of Public Security Bureau
CURACAO	Curacao Nationwide	Courts and Tribunals of Curaçao
CYPRUS	Cyprus Local	Courts and Tribunals of Cyprus
PANAMA	Panama Nationwide	Judicial Branch of Panama
SWEDEN	Sweden Nationwide (Police)	National Police
KOSOVO	Kosovo Local	Courts and Tribunals of Kosovo
ICELAND	Iceland Local	District Courts Iceland
JAMAICA	Jamaica Nationwide	Courts of Justice
SIERRA LEONE	Sierra Leone Local	Courts and Tribunals of Sierra Leone
ALBANIA	Albania Nationwide Court	Courts and Tribunals of Albania
PERU	Peru Nationwide	Tribunal Constitucional, Poder Judicial del Peru, Deudores Alimentarios Morosos (REDAM)
BOLIVIA	Bolivia Local	Courts of Bolivia
MEXICO	Mexico Nationwide	Secretary of Public Safety (SSP)
INTCRIM - Individual Tier 6		
IRAQ	Iraq Nationwide	The Ministry of Interior
LUXEMBOURG	Luxembourg Nationwide (Police)	Service du Casier Judiciaire

MEXICO	Mexico Local	State Attorney General
SWITZERLAND	Switzerland Nationwide (Police)	Federal Office of Justice
AUSTRALIA	Australia Local	Courts and Tribunals of Australia
BAHAMAS	Bahamas Nationwide	Courts and Tribunals of Bahamas
COSTA RICA	Costa Rica Nationwide	Organismo Investigacion Judicial (Costa Rica Superior Court)
FINLAND	Finland Nationwide (Police)	The Legal Register Center / Criminal Records
UNITED ARAB EMIRATES	United Arab Emirates Local	Judicial Department of the UAE
DENMARK	Denmark Nationwide (Police)	Rigspolitiet Juridisk Afdeling Kriminal registeret
MONGOLIA	Mongolia Nationwide Court	Criminal Court of Appeal, Criminal Court of First Instance, and Criminal Chamber of the Supreme Court
FAROE ISLANDS	Faroe Islands (Denmark) Nationwide (Police)	Rigspolitiet Juridisk Afdeling Kriminal registeret
NIGERIA	Nigeria Nationwide (non-resident)	Central Criminal Records Registry
GUYANA	Guyana Nationwide	Courts and Tribunals of Guyana
HONDURAS	Honduras Nationwide	Poder Judicial Sistema Nacional de Antecedentes Penales (Judicial Branch National Criminal Record System)
TURKEY	Turkey Nationwide	Turkish Republic Ministry of Justice General Directory of Criminal Records Central Office
INTCRIM - Individual Tier 7		
ARGENTINA	Argentina Nationwide Court	Poder Judicial & Nacional de Registro de Reincidencia.
BERMUDA	Bermuda Nationwide (Magistrate Court)	The Magistrates courts
MALTA	Malta Nationwide	Courts and Tribunals of Malta
UNITED KINGDOM	UK Disclosure and Barring Service Nationwide NEW	Disclosure & Debarring Service, Disclosure Scotland
NIGERIA	Nigeria Nationwide	Central Criminal Record, 'D'Dept Force CID Annex
ARMENIA	Armenia Nationwide	Courts and Tribunals of Armenia
COLOMBIA	Colombia Nationwide	Procuraduria General de la Nacion, National Police, Rama Judicial.
ECUADOR	Ecuador Nationwide	Government Ministry - National Police
ROMANIA	Romania Nationwide	Courts & Tribunals of Romania
UGANDA	Uganda Nationwide	Courts and Tribunals of Uganda
UNITED KINGDOM	UK Disclosure Scotland PVG Scheme - Add Organization	Disclosure Scotland
CAMEROON	Cameroon Criminal History	Criminal Affairs and Pardon Directorate
CAMEROON	Cameroon Nationwide	Criminal Affairs and Pardon Directorate
EGYPT	Egypt Nationwide	Ministry of Interior
POLAND	Poland Nationwide (Police)	National Criminal Register's Information Office
BOTSWANA	Botswana Nationwide	Courts and Tribunals of Botswana
BULGARIA	Bulgaria Nationwide	Ministry of Justice
GREENLAND	Greenland Nationwide	Rigspolitiet Juridisk Afdeling Kriminalregisteret

KENYA	Kenya Nationwide	Courts and Tribunals of Kenya
ALBANIA	Albania Nationwide	Judicial Status Office
ANGOLA	Angola Nationwide	Supreme Court of Angola
ANGUILLA	Anguilla Nationwide	Courts and Tribunals of Anguilla
BRAZIL	Brazil Nationwide	Ministry of Justice
COTE D'IVOIRE	Cote D'ivoire Nationwide	Court of First Instance in Côte d'Ivoire (Ivory Coast)
CROATIA	Croatia Nationwide	Ministry of Justice Criminal Records Section
CYPRUS	Cyprus Nationwide (Police)	Courts of Justice
ESTONIA	Estonia Nationwide	Ministry of Justice
GREECE	Greece Nationwide	Ministry of Justice Division of Criminal Records
HUNGARY	Hungary Nationwide	Administrative and Electronic Public Services Central Office (KEKKH)
ISRAEL	Israel Nationwide	Courts and Tribunals of the State of Israel
ITALY	Italy Nationwide (Police)	Ministry of Justice
NORTH MACEDONIA	Macedonia Nationwide	Ministry of Justice (Министерство за правда)
MOLDOVA	Moldova (Republic of) Nationwide	Courts and Tribunals of Moldova
PORTUGAL	Portugal Nationwide (Police)	General Directorate of Justice Administration
SERBIA	Serbia Nationwide	Ministry of Interior of the Republic of Serbia
SLOVENIA	Slovenia Nationwide	Ministry of Justice of Slovenia
TRINIDAD AND TOBAGO	Trinidad and Tobago Nationwide	Courts and Tribunals of Trinidad and Tobago
BRUNEI	Brunei Nationwide	Courts and Tribunals of Brunei Darussalam
ETHIOPIA	Ethiopia Nationwide	Courts of Justice
GIBRALTAR	Gibraltar Nationwide	Courts and Tribunals of Gibraltar
KAZAKHSTAN	Kazakhstan Nationwide	Committee on legal statistics and special accounts of the state office of the public prosecutor's office of the Republic of Kazakhstan
KUWAIT	Kuwait Nationwide	Ministry of Interior, General Department for Criminal Investigation
MAURITIUS	Mauritius Nationwide	The Director of Public Prosecutions
MONTSERRAT	Montserrat Nationwide	Courts and Tribunals of Montserrat
RWANDA	Rwanda Nationwide	The Judiciary of Rwanda
TUNISIA	Tunisia Nationwide	Directorate of National Surete, Identification Service
INTCRIM - Individual Tier 8		
NEPAL	Nepal Local	Police Headquarters, Police Crime Investigation Department Kathmandu, Nepal (Character Verification Section)
SAINT LUCIA	Saint Lucia Nationwide	Courts and Tribunals of Saint Lucia
TOGO	Togo Nationwide	Ministry of Justice and Legislation – Directorate of Criminal Affairs and Pardons, National Criminal Records Service
CHILE	Chile Nationwide	Registro Civil
CONGO	Congo (Republic of) Local	Constitutional Court of the Republic of the Congo
EQUATORIAL GUINEA	Equatorial Guinea Nationwide	Director General National Security

GHANA	Ghana Nationwide	Courts and Tribunals of Ghana
HAITI	Haiti Nationwide	National Police
KYRGYZSTAN	Kyrgyzstan Nationwide	Courts and Tribunals of Kyrgyzstan
LESOTHO	Lesotho Nationwide	Courts and Tribunals of Lesotho
LIBERIA	Liberia Nationwide	Courts and Tribunals of Liberia
MOROCCO	Morocco Nationwide	Casier Judiciare
MOZAMBIQUE	Mozambique Nationwide	Courts and Tribunals of Mozambique
NAMIBIA	Namibia Nationwide	Courts and Tribunals of Namibia
PARAGUAY	Paraguay Nationwide	Policia Nacional Departamento Indentificaciones (National Police of Paraguay Identification Department)
SAMOA	Samoa Nationwide	Supreme Court of Samoa and the Court of Appeal of Samoa
SENEGAL	Senegal Nationwide	Courts and Tribunals of Senegal
SOLOMON ISLANDS	Solomon Islands Nationwide	Courts and Tribunals of Solomon Islands
ESWATINI (FORMERLY SWAZILAND)	Swaziland Nationwide	Courts and Tribunals of the Kingdom of Eswatini
TANZANIA, UNITED REPUBLIC OF	Tanzania Nationwide	Courts and Tribunals of Tanzania
URUGUAY	Uruguay Nationwide	Direccion Nacional De Policia Tecnica (National Directorate of Technical Police)
ZIMBABWE	Zimbabwe Nationwide	Court and Tribunals of Zimbabwe
UNITED KINGDOM	UK Standard Disclosure	Disclosure and Barring Service (DBS)
BAHRAIN	Bahrain Nationwide	Ministry of Justice, Criminal Court
MYANMAR	Burma, Union of Myanmar Nationwide	Courts & Tribunals of Myanmar
JORDAN	Jordan Nationwide	General Intelligence Directorate
PAKISTAN	Pakistan Local	Local District Police
LEBANON	Lebanon Nationwide	Judiciary Police Department, Internal Security Forces, Minister of the Interior
NEW CALEDONIA	New Caledonia Nationwide	First Instance Court
SAINT KITTS AND NEVIS	St. Kitts and Nevis Nationwide	Courts and Tribunals of St Kitts and Nevis
VIETNAM	Vietnam Nationwide	Supreme People's Courts, High-Level People's Courts, Provincial People's Courts, District's Courts
AUSTRALIA	Australia Nationwide (Federal Police)	Australian Federal Police
FALKLAND ISLANDS	Falkland Islands Nationwide Court	Courts and Tribunals of Falkland Islands
NICARAGUA	Nicaragua Local	Juez districtro (district court)
SRI LANKA	Sri Lanka Local	Police
INTCRIM - Individual Tier 9		
Bonaire, Saba, Sint Eustatius	Bonaire, Saba, and Sint Eustatius Nationwide Court	Courts and Tribunals of Bonaire, Sint Eustatius, and Saba
NIGERIA	Nigeria Nationwide Court	State and Federal Court Criminal Conviction Department
CYPRUS (TURKEY)	Northern Cyprus Nationwide Court	Courts and Tribunals of the Turkish Republic of Northern Cyprus
DOMINICA	Dominica Nationwide	Dominica Police Criminal investigation Department
EL SALVADOR	El Salvador Nationwide	Organo Judicial Republica de El Salvador

GUATEMALA	Guatemala Nationwide	Unidad de Antecedentes Penales de la Corte Suprema Justicia (Criminal Records Unit of the Supreme Court of Justice)
INDONESIA	Indonesia Local	Supreme and District Courts, plus Proprietary Database
PANAMA	Panama Local	Policia Nacional de Investigacion Judicial.
BANGLADESH	Bangladesh Local	Regional Police Station
CHRISTMAS ISLAND	Christmas Island Nationwide via AFP	Australian Federal Police
COCOS (KEELING) ISLANDS	Cocos (Keeling) Islands Nationwide via AFP	Australian Federal Police
HEARD ISLAND AND MCDONALD ISLANDS	Heard Island and McDonald Island Nationwide via AFP	Australian Federal Police
NORFOLK ISLAND	Norfolk Island Nationwide via AFP	Australian Federal Police
THAILAND	Thailand Local	Provincial Court
MALDIVES	Maldives Nationwide	Ministry of Public Safety
PALAU	Palau Nationwide	Courts and Tribunals of Palau
SEYCHELLES	Seychelles Nationwide	Courts and Tribunals of Seychelles
VANUATU	Vanuatu Nationwide	Courts and Tribunals of Vanuatu
INTCRIM - Individual Tier 10		
NORTHERN MARIANA ISLANDS	Northern Mariana Islands Nationwide	Northern Mariana Islands Superior Court
BHUTAN	Bhutan Nationwide	District Court
BURUNDI	Burundi Nationwide	Ministry of Public Security
CAMBODIA	Cambodia Nationwide	Courts of Cambodia
CANARY ISLANDS	Canary Islands, Local	Judiciary of Spain
COOK ISLANDS	Cook Islands Nationwide	High Court
DJIBOUTI	Djibouti Nationwide	District Court
KIRIBATI	Kiribati Nationwide	Courts and Tribunals of Kiribati
LAOS	Laos Local	District Court
MACAU	Macao Local	Courts and Tribunals of Macao
MARSHALL ISLANDS	Marshall Islands Nationwide	Courts and Tribunals of Marshall Islands
MAURITANIA	Mauritania Nationwide	Tribunal Penal
MICRONESIA	Micronesia Nationwide	Courts and Tribunals of the Federated States of Micronesia
NAURU	Nauru Nationwide	District Courts
PAPUA NEW GUINEA	Papua New Guinea, Local	Courts and Tribunals of Papua New Guinea
SAN MARINO	San Marino Nationwide	Republic Court
SAINT VINCENT AND THE GRENADINES	St. Vincent and the Grenadines Nationwide	Courts and Tribunals of Saint Vincent and Grenadines
SURINAME	Suriname Nationwide	Court of Justice of Suriname
TUVALU	Tuvalu Nationwide	Local Courts
WALLIS AND FUTUNA	Wallis and Futuna Islands Nationwide	Tribunal de Premiere Instance
OMAN	Oman Nationwide	Directorate General of Criminal Investigation, Royal Oman Police
INTCRIM - Individual Tier 11		
SAINT HELENA	Saint Helena Nationwide	Saint Helena Police Service
UNITED KINGDOM	UK Disclosure Scotland PVG Scheme - Join or Add Group	Disclosure Scotland
UNITED KINGDOM	UK Enhanced Disclosure	Disclosure and Barring Service (DBS)

ZAMBIA	Zambia Nationwide	Courts and Tribunals of Zambia
INTCRIM - Individual Tier 12		
SWEDEN	Sweden, Basic Individual Check	Standard Catalog Service
INTCRIM - Illicit Activity Database		
All International Requests	Illicit Activity Databases	Publicly Available Law Enforcement, Media and Press Sources

All International Requests Include:

AFGHANISTAN
 ALBANIA
 ALGERIA
 AMERICAN SAMOA
 ANDORRA
 ANGOLA
 ANGUILLA
 ANTARCTICA
 ANTIGUA AND BARBUDA
 ARGENTINA
 ARGENTINA
 ARMENIA
 ARUBA
 AUSTRALIA
 AUSTRIA
 AUSTRIA
 AZERBAIJAN
 AZERBAIJAN
 BAHAMAS
 BAHRAIN
 BANGLADESH
 BARBADOS
 BELARUS
 BELGIUM
 BELIZE
 BENIN
 BERMUDA
 BHUTAN
 BOLIVIA
 Bonaire, Saba, Sint Eustatius
 BOSNIA AND HERZEGOVINA
 BOSNIA AND HERZEGOVINA
 BOTSWANA
 BOUVET ISLAND
 BRAZIL
 BRITISH INDIAN OCEAN TERRITORY
 BRITISH VIRGIN ISLANDS
 BRUNEI
 BULGARIA
 BURKINA FASO
 BURUNDI
 CAMBODIA
 CAMEROON

CANADA
CANADA
CANARY ISLANDS
CAPE VERDE
CAPE VERDE
CAYMAN ISLANDS
CENTRAL AFRICAN REPUBLIC
CHAD
CHILE
CHINA
CHRISTMAS ISLAND
COCOS (KEELING) ISLANDS
COLOMBIA
COMOROS
CONGO
CONGO DEMOCRATIC REPUBLIC
COOK ISLANDS
COSTA RICA
COTE D'IVOIRE
CROATIA
CUBA
CURACAO
CYPRUS
CYPRUS (TURKEY)
CZECH REPUBLIC
DENMARK
DJIBOUTI
DOMINICA
DOMINICAN REPUBLIC
EAST TIMOR
ECUADOR
EGYPT
EL SALVADOR
EQUATORIAL GUINEA
ERITREA
ESTONIA
ESWATINI (FORMERLY SWAZILAND)
ETHIOPIA
FALKLAND ISLANDS
FAROE ISLANDS
FIJI
FINLAND
FRANCE
FRENCH GUIANA
FRENCH POLYNESIA
FRENCH SOUTHERN TERRITORIES
GABON
GAMBIA
GEORGIA
GERMANY

GHANA
GIBRALTAR
GREECE
GREENLAND
GRENADA
GUADELOUPE
GUAM
GUATEMALA
GUERNSEY
GUINEA
GUINEA BISSAU
GUYANA
HAITI
HEARD ISLAND AND MCDONALD ISLANDS
HONDURAS
HONG KONG
HONG KONG
HUNGARY
ICELAND
INDIA
INDONESIA
IRAN
IRAQ
IRELAND
IRELAND
ISLE OF MAN
ISRAEL
ITALY
JAMAICA
JAPAN
JERSEY
JORDAN
KAZAKHSTAN
KENYA
KIRIBATI
KOREA, REPUBLIC OF
KOREA, REPUBLIC OF
KOSOVO
KUWAIT
KYRGYZSTAN
LAOS
LATVIA
LEBANON
LESOTHO
LIBERIA
LIBYA
LIECHTENSTEIN
LITHUANIA
LUXEMBOURG
MACAU

MADAGASCAR
MALAWI
MALAYSIA
MALDIVES
MALI
MALTA
MARSHALL ISLANDS
MARTINIQUE
MAURITANIA
MAURITIUS
MAYOTTE
MEXICO
MICRONESIA
MOLDOVA
MONACO
MONGOLIA
MONTENEGRO
MONTSERRAT
MOROCCO
MOZAMBIQUE
MYANMAR
NAMIBIA
NAURU
NEPAL
NETHERLANDS
NEW CALEDONIA
NEW ZEALAND
NICARAGUA
NIGER
NIGERIA
NIUE
NORFOLK ISLAND
NORTH KOREA
NORTH MACEDONIA
NORTHERN MARIANA ISLANDS
NORWAY
OMAN
PAKISTAN
PALAU
PALESTINE, STATE OF
PANAMA
PAPUA NEW GUINEA
PARAGUAY
PERU
PHILIPPINES
PITCAIRN
POLAND
PORTUGAL
PUERTO RICO
QATAR

REUNION
ROMANIA
RUSSIAN FEDERATION
RWANDA
SAINT BARTHELEMY
SAINT HELENA
SAINT KITTS AND NEVIS
SAINT LUCIA
SAINT MARTIN
SAINT PIERRE AND MIQUELON
SAMOA
SAN MARINO
SAO TOME AND PRINCIPE
SAUDI ARABIA
SENEGAL
SERBIA
SEYCHELLES
SIERRA LEONE
SINGAPORE
SINT MAARTEN (DUTCH)
SINT MAARTEN (DUTCH)
SLOVAKIA
SLOVAKIA
SLOVENIA
SOLOMON ISLANDS
SOMALIA
SOUTH AFRICA
SOUTH GEORGIA AND THE SOUTH
SANDWICH ISLANDS
SOUTH SUDAN
SPAIN
SRI LANKA
SUDAN
SURINAME
SVALBARD AND JAN MAYEN
SWEDEN
SWITZERLAND
SYRIA
TAIWAN, PROVINCE OF CHINA
TAJIKISTAN
TANZANIA, UNITED REPUBLIC OF
THAILAND
TOGO
TOKELAU
TONGA
TRINIDAD AND TOBAGO
TUNISIA
TURKEY
TURKMENISTAN
TURKS AND CAICOS ISLANDS

TUVALU
UGANDA
UKRAINE
UNITED ARAB EMIRATES
UNITED KINGDOM
UNITED KINGDOM
UNITED KINGDOM
UNITED STATES MINOR OUTLYING
ISLANDS
URUGUAY
US VIRGIN ISLANDS
UZBEKISTAN
UZBEKISTAN
VANUATU
VATICAN CITY (HOLY SEE)
VENEZUELA
VIETNAM
WALLIS AND FUTUNA
WESTERN SAHARA
YEMEN
ZAMBIA
ZIMBABWE

INTERNATIONAL	
Description	Price
INTCRIM - Entity Tier 1	\$75.00
All International Requests	National
INTCRIM - Entity Tier 2	\$150.00
Cayman Islands, Iran, North Korea, Somalia, Syria, and specific regions of Ukraine (Crimea, Donetsk, and Luhansk), Yemen	National

All International Requests Include:

Admiralty Islands
Afghanistan
Akrotiri
Albania
Algeria
American Samoa
Andorra
Angola
Anguilla
Antigua & Barbuda
Argentina
Armenia
Aruba
Australia
Austria
Azerbaijan
Azores
Bahamas
Bahrain
Balearic Islands
Bangladesh
Barbados
Belarus
Belgium
Belize
Benin
Bermuda
Bhutan
Bolivia
Bonaire
Bosnia & Herzegovina

Botswana
Brazil
British Indian Ocean Terr.
British Virgin Islands
Brunei
Bulgaria
Burkina Faso
Burundi
Cambodia
Cameroon
Canada
Canary Islands
Cape Verde
Caroline Islands
Central African Republic
Ceuta
Chad
Chile
China
Christmas Island
Colombia
Comoros
Congo (Brazzaville)
Congo (Dem. Republic)
Cook Islands
Costa Rica
Cote D'Ivoire
Croatia
Cuba
Curacao
Cyprus, N. (Turkish Side)
Cyprus, Rep. (Greek Side)
Czech Republic
Denmark
Djibouti
Dominica
Dominican Republic
Ecuador
Egypt
El Salvador
Equatorial Guinea
Eritrea
Estonia

Ethiopia
Falkland Islands
Faroe Islands
Fiji
Finland
France
French Guiana
French Polynesia
Gabon
Gambia
Georgia
Germany
Ghana
Gibraltar
Greece
Greenland
Grenada
Guadeloupe
Guam
Guatemala
Guernsey
Guinea
Guinea-Bissau
Guyana
Haiti
Holy See
Honduras
Hong Kong
Hungary
Iceland
India
Indonesia
Iran
Iraq
Ireland
Isle of Man
Israel
Italy
Jamaica
Japan
Jersey
Jordan
Kazakhstan

Kenya
Kiribati
Kosovo
Kuwait
Kyrgyzstan
Laos
Latvia
Lebanon
Lesotho
Liberia
Libya
Liechtenstein
Lithuania
Luxembourg
Macau
Macedonia
Madagascar
Madeira
Malawi
Malaysia
Maldives
Mali
Malta
Marshall Islands
Martinique
Mauritania
Mauritius
Mayotte
Mexico
Micronesia, Fed. States of
Midway Islands
Moldova
Monaco
Mongolia
Montenegro
Montserrat
Morocco
Mozambique
Myanmar
Namibia
Nauru
Nepal
Netherlands

New Caledonia
New Zealand
Nicaragua
Niger
Nigeria
Norfolk Island
Northern Mariana Islands
Norway
Oman
Pakistan
Palau
Panama
Papua New Guinea
Paraguay
Peru
Philippines
Poland
Portugal
Puerto Rico
Qatar
Reunion
Romania
Russia
Rwanda
Saba
Saint Barthelemy
Saint Helena
Saint Kitts & Nevis
Saint Lucia
Saint Martin
Saint Pierre & Miquelon
Saint Vincent &
Grenadines
Samoa
San Marino
Sao Tome & Principe
Saudi Arabia
Senegal
Serbia
Seychelles
Sierra Leone
Singapore
Sint Eustatius

Sint Maarten
Slovakia
Slovenia
Solomon Islands
South Africa
South Georgia (SGSSI)
South Korea
South Sudan
Spain
Sri Lanka
Sudan
Suriname
Swaziland
Sweden
Switzerland
Taiwan
Tajikistan
Tanzania
Thailand
Timor-Leste
Togo
Tokelau
Tonga
Trinidad & Tobago
Tunisia
Turkey
Turkmenistan
Turks & Caicos Islands
Tuvalu
Uganda
Ukraine
United Arab Emirates
United Kingdom
Uruguay
US Virgin Islands
Uzbekistan
Vanuatu
Venezuela
Vietnam
Wallis & Futuna
Western Sahara
Zambia
Zimbabwe

Cocos (Keeling) Islands
French Southern
Territories
Gaza Strip
Niue
Pitcairn
Syria
West Bank

INTERNATIONAL		
Description	Service	Source (Subject to Change)
INTCREDIT - Individual CANADA		
CANADA	Personal Credit Report	TransUnion
INTCREDIT - Individual Tier 1		
INDIA	Personal Credit Report	TransUnion CIBIL Credit Information Bureau (India) Limited
UNITED KINGDOM	Personal Credit Report	Experian
IRELAND	Personal Credit Report	Experian
NETHERLANDS	Personal Credit Report	Experian
Malta	Personal Credit Report (Bureau)	In-Country Credit & Finance Datasources
INTCREDIT - Individual Tier 2		
Finland	Personal Credit Report	In-Country Credit & Finance Datasources
Nigeria (Citizen)	Personal Credit Report (Bureau)	In-Country Credit & Finance Datasources
Liechtenstein (Citizen)	Personal Credit Report (Bureau)	In-Country Credit & Finance Datasources
Switzerland	Personal Credit Report (Bureau)	In-Country Credit & Finance Datasources
INTCREDIT - Individual Tier 3		
NETHERLANDS ANTILLES	Personal Credit Report	Experian
Guernsey	Personal Credit Report	In-Country Credit & Finance Datasources
Isle of Man	Personal Credit Report	In-Country Credit & Finance Datasources
Kenya (Citizen)	Personal Credit Report without Civil Records	In-Country Credit & Finance Datasources
BOTSWANA	Personal Credit Report	Transunion
INTCREDIT - Individual Tier 4		
Italy	Personal Credit Report	In-Country Credit & Finance Datasources
Philippines (Citizen)	Personal Credit Report (Bureau)	In-Country Credit & Finance Datasources
Singapore	Personal Credit Report	In-Country Credit & Finance Datasources
PORTUGAL	Personal Credit Report	Equifax
Ukraine	Personal Credit Report (Non-Bureau)	In-Country Credit & Finance Datasources
Malaysia	Personal Credit Report	In-Country Credit & Finance Datasources
South Africa	Personal Credit Report	In-Country Credit & Finance Datasources
Argentina	Personal Credit Report (Normal Speed)	In-Country Credit & Finance Datasources
Uruguay	Personal Credit Report (Normal Speed)	In-Country Credit & Finance Datasources
Lebanon (Citizen)	Personal Credit Report (Bureau, Basic)	In-Country Credit & Finance Datasources
Trinidad & Tobago	Personal Credit Report (Citizens Only)	In-Country Credit & Finance Datasources
INTCREDIT - Individual Tier 5		
Germany	Personal Credit Report	In-Country Credit & Finance Datasources
Paraguay	Personal Credit Report (Normal Speed)	In-Country Credit & Finance Datasources
Kenya (Non-Citizen)	Personal Credit Report with Civil Records	In-Country Credit & Finance Datasources

Brazil	Personal Credit Report (Normal Speed)	In-Country Credit & Finance Datasources
Jamaica	Personal Credit Report	In-Country Credit & Finance Datasources
INTCREDIT - Individual Tier 6		
Bermuda	Personal Credit Report	In-Country Credit & Finance Datasources
Bolivia	Personal Credit Report (Normal Speed)	In-Country Credit & Finance Datasources
Ecuador	Personal Credit Report (Normal Speed)	In-Country Credit & Finance Datasources
Peru	Personal Credit Report (Normal Speed)	In-Country Credit & Finance Datasources
Sweden	Personal Credit Report	In-Country Credit & Finance Datasources
Venezuela	Personal Credit Report (Normal Speed)	In-Country Credit & Finance Datasources
Costa Rica	Personal Credit Report (Normal Speed)	In-Country Credit & Finance Datasources
El Salvador	Personal Credit Report (Normal Speed)	In-Country Credit & Finance Datasources
Guatemala	Personal Credit Report (Normal Speed)	In-Country Credit & Finance Datasources
Honduras	Personal Credit Report (Normal Speed)	In-Country Credit & Finance Datasources
Nicaragua	Personal Credit Report (Normal Speed)	In-Country Credit & Finance Datasources
Colombia	Personal Credit Report (Citizens Only)	In-Country Credit & Finance Datasources
Eswatini	Personal Credit Report	In-Country Credit & Finance Datasources
Zimbabwe	Personal Credit Report	In-Country Credit & Finance Datasources
INTCREDIT - Individual Tier 7		
Chile	Personal Credit Report	In-Country Credit & Finance Datasources
Philippines (Non-Citizen)	Personal Credit Report (Non-Bureau)	In-Country Credit & Finance Datasources
Dominican Republic	Personal Credit Report	In-Country Credit & Finance Datasources
Israel (Citizen)	Personal Credit Report (Non-Citizens)	In-Country Credit & Finance Datasources
INTCREDIT - Individual Tier 8		
Anguilla	Personal Credit Report (Normal Speed)	In-Country Credit & Finance Datasources
Antigua & Barbuda	Personal Credit Report (Normal Speed)	In-Country Credit & Finance Datasources
Aruba	Personal Credit Report (Normal Speed)	In-Country Credit & Finance Datasources
Bahamas	Personal Credit Report (Normal Speed)	In-Country Credit & Finance Datasources
Barbados	Personal Credit Report (Normal Speed)	In-Country Credit & Finance Datasources
Belize	Personal Credit Report (Normal Speed)	In-Country Credit & Finance Datasources
Bonaire	Personal Credit Report (Normal Speed)	In-Country Credit & Finance Datasources

British Virgin Islands	Personal Credit Report (Normal Speed)	In-Country Credit & Finance Datasources
Curacao	Personal Credit Report (Normal Speed)	In-Country Credit & Finance Datasources
Dominica	Personal Credit Report (Normal Speed)	In-Country Credit & Finance Datasources
Falkland Islands	Personal Credit Report (Normal Speed)	In-Country Credit & Finance Datasources
Grenada	Personal Credit Report (Normal Speed)	In-Country Credit & Finance Datasources
Guyana	Personal Credit Report (Normal Speed)	In-Country Credit & Finance Datasources
Israel (Non-Citizen)	Personal Credit Report (Citizens Only)	In-Country Credit & Finance Datasources
Montserrat	Personal Credit Report (Normal Speed)	In-Country Credit & Finance Datasources
Saba	Personal Credit Report (Normal Speed)	In-Country Credit & Finance Datasources
Saint Kitts & Nevis	Personal Credit Report (Normal Speed)	In-Country Credit & Finance Datasources
Saint Lucia	Personal Credit Report (Normal Speed)	In-Country Credit & Finance Datasources
Saint Vincent & Grenadines	Personal Credit Report (Normal Speed)	In-Country Credit & Finance Datasources
Sint Eustatius	Personal Credit Report (Normal Speed)	In-Country Credit & Finance Datasources
Sint Maarten	Personal Credit Report (Normal Speed)	In-Country Credit & Finance Datasources
Suriname	Personal Credit Report (Normal Speed)	In-Country Credit & Finance Datasources
Turks & Caicos Islands	Personal Credit Report (Normal Speed)	In-Country Credit & Finance Datasources
Hong Kong	Personal Credit Report (Normal Speed)	In-Country Credit & Finance Datasources
Jersey	Personal Credit Report	In-Country Credit & Finance Datasources
Latvia	Personal Credit Report	In-Country Credit & Finance Datasources
Lebanon (Non-Citizen)	Personal Credit Report (Bureau, Enhanced)	In-Country Credit & Finance Datasources
Uganda	Personal Credit Report	In-Country Credit & Finance Datasources
Cayman Islands	Personal Credit Report (Normal Speed)	In-Country Credit & Finance Datasources
Cuba	Personal Credit Report (Normal Speed)	In-Country Credit & Finance Datasources
Haiti	Personal Credit Report (Normal Speed)	In-Country Credit & Finance Datasources
Panama	Personal Credit Report (Normal Speed)	In-Country Credit & Finance Datasources
Namibia	Personal Credit Report (Citizens Only)	In-Country Credit & Finance Datasources
French Guiana	Solvency Screening Report	In-Country Credit & Finance Datasources
Denmark	Personal Credit Report	In-Country Credit & Finance Datasources

New Zealand	Personal Credit Report	In-Country Credit & Finance Datasources
INTCREDIT - Individual Tier 9		
France	Solvency Screening Report	In-Country Credit & Finance Datasources
Mexico (Citizen)	Personal Credit Report with Civil Records - State & Local Level	In-Country Credit & Finance Datasources
Cape Verde	Personal Credit Report (Normal Speed)	In-Country Credit & Finance Datasources
Saint Helena	Personal Credit Report (Normal Speed)	In-Country Credit & Finance Datasources
Burkina Faso	Personal Credit Report (Normal Speed)	In-Country Credit & Finance Datasources
Comoros	Personal Credit Report (Normal Speed)	In-Country Credit & Finance Datasources
Cote d'Ivoire	Personal Credit Report (Normal Speed)	In-Country Credit & Finance Datasources
Djibouti	Personal Credit Report (Normal Speed)	In-Country Credit & Finance Datasources
Equatorial Guinea	Personal Credit Report (Normal Speed)	In-Country Credit & Finance Datasources
Madagascar	Personal Credit Report (Normal Speed)	In-Country Credit & Finance Datasources
Sao Tome & Principe	Personal Credit Report (Normal Speed)	In-Country Credit & Finance Datasources
INTCREDIT - Individual Tier 10		
Australia	Personal Credit Report	In-Country Credit & Finance Datasources
Admiralty Islands	Personal Credit Report (Normal Speed)	In-Country Credit & Finance Datasources
Albania	Personal Credit Report (Normal Speed)	In-Country Credit & Finance Datasources
American Samoa	Personal Credit Report (Normal Speed)	In-Country Credit & Finance Datasources
Armenia	Personal Credit Report (Normal Speed)	In-Country Credit & Finance Datasources
Azores	Personal Credit Report (Normal Speed)	In-Country Credit & Finance Datasources
Brunei	Personal Credit Report (Normal Speed)	In-Country Credit & Finance Datasources
Caroline Islands	Personal Credit Report (Normal Speed)	In-Country Credit & Finance Datasources
Christmas Island	Personal Credit Report (Normal Speed)	In-Country Credit & Finance Datasources
Cook Islands	Personal Credit Report (Normal Speed)	In-Country Credit & Finance Datasources
Gibraltar	Personal Credit Report (Normal Speed)	In-Country Credit & Finance Datasources
Iceland	Personal Credit Report (Normal Speed)	In-Country Credit & Finance Datasources
Indonesia	Personal Credit Report (Normal Speed)	In-Country Credit & Finance Datasources

Kiribati	Personal Credit Report (Normal Speed)	In-Country Credit & Finance Datasources
Laos	Personal Credit Report (Normal Speed)	In-Country Credit & Finance Datasources
Marshall Islands	Personal Credit Report (Normal Speed)	In-Country Credit & Finance Datasources
Norfolk Island	Personal Credit Report (Normal Speed)	In-Country Credit & Finance Datasources
Northern Mariana Islands	Personal Credit Report (Normal Speed)	In-Country Credit & Finance Datasources
Samoa	Personal Credit Report (Normal Speed)	In-Country Credit & Finance Datasources
Timor-Leste	Personal Credit Report (Normal Speed)	In-Country Credit & Finance Datasources
Tokelau	Personal Credit Report (Normal Speed)	In-Country Credit & Finance Datasources
Tuvalu	Personal Credit Report (Normal Speed)	In-Country Credit & Finance Datasources
Vanuatu	Personal Credit Report (Normal Speed)	In-Country Credit & Finance Datasources
Algeria	Personal Credit Report (Normal Speed)	In-Country Credit & Finance Datasources
China	Personal Credit Report (Citizens Only)	In-Country Credit & Finance Datasources
Ghana	Personal Credit Report (Normal Speed)	In-Country Credit & Finance Datasources
Lesotho	Personal Credit Report (Normal Speed)	In-Country Credit & Finance Datasources
Liberia	Personal Credit Report (Normal Speed)	In-Country Credit & Finance Datasources
Malawi	Personal Credit Report (Normal Speed)	In-Country Credit & Finance Datasources
Mauritania	Personal Credit Report (Normal Speed)	In-Country Credit & Finance Datasources
Mauritius	Personal Credit Report (Normal Speed)	In-Country Credit & Finance Datasources
Mozambique	Personal Credit Report (Normal Speed)	In-Country Credit & Finance Datasources
Nepal	Personal Credit Report (Normal Speed)	In-Country Credit & Finance Datasources
Niger	Personal Credit Report (Normal Speed)	In-Country Credit & Finance Datasources
Rwanda	Personal Credit Report (Normal Speed)	In-Country Credit & Finance Datasources
Senegal	Personal Credit Report (Normal Speed)	In-Country Credit & Finance Datasources
Seychelles	Personal Credit Report (Normal Speed)	In-Country Credit & Finance Datasources
Sierra Leone	Personal Credit Report (Normal Speed)	In-Country Credit & Finance Datasources

South Sudan	Personal Credit Report (Normal Speed)	In-Country Credit & Finance Datasources
Sudan	Personal Credit Report (Normal Speed)	In-Country Credit & Finance Datasources
Tanzania	Personal Credit Report (Normal Speed)	In-Country Credit & Finance Datasources
Togo	Personal Credit Report (Normal Speed)	In-Country Credit & Finance Datasources
Tunisia	Personal Credit Report (Normal Speed)	In-Country Credit & Finance Datasources
Western Sahara	Personal Credit Report (Normal Speed)	In-Country Credit & Finance Datasources
Zambia	Personal Credit Report (Normal Speed, Citizens Only)	In-Country Credit & Finance Datasources
INTCREDIT - Individual Tier 11		
Bangladesh	Personal Credit Report (Normal Speed)	In-Country Credit & Finance Datasources
Andorra	Personal Credit Report (Normal Speed)	In-Country Credit & Finance Datasources
Austria	Personal Credit Report (Non-Bureau, Normal Speed)	In-Country Credit & Finance Datasources
Balearic Islands	Personal Credit Report (Citizens Only, Normal Speed)	In-Country Credit & Finance Datasources
Belgium	Personal Credit Report (Normal Speed)	In-Country Credit & Finance Datasources
Bulgaria	Personal Credit Report (Normal Speed)	In-Country Credit & Finance Datasources
Canary Islands	Personal Credit Report (Citizens Only, Normal Speed)	In-Country Credit & Finance Datasources
Czechia	Personal Credit Report (Normal Speed)	In-Country Credit & Finance Datasources
Liechtenstein (Non-Citizen)	Personal Credit Report (Non-Bureau, Normal Speed)	In-Country Credit & Finance Datasources
Luxembourg	Personal Credit Report (Normal Speed)	In-Country Credit & Finance Datasources
Norway	Personal Credit Report (Non-Citizens, Normal Speed)	In-Country Credit & Finance Datasources
Spain	Personal Credit Report (Normal Speed)	In-Country Credit & Finance Datasources
Mali	Personal Credit Report (Normal Speed)	In-Country Credit & Finance Datasources
Mexico (Non-Citizen)	Personal Credit Report with Civil Records - National Level	In-Country Credit & Finance Datasources
INTCREDIT - Individual Tier 12		
Bosnia & Herzegovina	Personal Credit Report (Normal Speed)	In-Country Credit & Finance Datasources
Ceuta	Personal Credit Report (Normal Speed)	In-Country Credit & Finance Datasources
Fiji	Personal Credit Report (Normal Speed)	In-Country Credit & Finance Datasources

Hungary	Personal Credit Report (Normal Speed)	In-Country Credit & Finance Datasources
Madeira	Personal Credit Report (Normal Speed)	In-Country Credit & Finance Datasources
Malta	Personal Credit Report (Non-Bureau, Normal Speed)	In-Country Credit & Finance Datasources
Micronesia, Fed. States of	Personal Credit Report (Normal Speed)	In-Country Credit & Finance Datasources
Midway Islands	Personal Credit Report (Normal Speed)	In-Country Credit & Finance Datasources
North Macedonia	Personal Credit Report (Normal Speed)	In-Country Credit & Finance Datasources
Serbia	Personal Credit Report (Normal Speed)	In-Country Credit & Finance Datasources
Slovakia	Personal Credit Report	In-Country Credit & Finance Datasources
Slovenia	Personal Credit Report (Normal Speed)	In-Country Credit & Finance Datasources
Tonga	Personal Credit Report (Normal Speed)	In-Country Credit & Finance Datasources
Benin	Personal Credit Report (Normal Speed)	In-Country Credit & Finance Datasources
Bahrain	Personal Credit Report (Normal Speed)	In-Country Credit & Finance Datasources
Egypt	Personal Credit Report (Normal Speed)	In-Country Credit & Finance Datasources
Moldova	Personal Credit Report (Normal Speed)	In-Country Credit & Finance Datasources
Mongolia	Personal Credit Report (Normal Speed)	In-Country Credit & Finance Datasources
Nigeria (Non-Citizen)	Personal Credit Report (Non-Bureau, Normal Speed)	In-Country Credit & Finance Datasources
Pakistan	Personal Credit Report (Normal Speed)	In-Country Credit & Finance Datasources
Papua New Guinea	Personal Credit Report (Normal Speed)	In-Country Credit & Finance Datasources
Poland	Personal Credit Report (Normal Speed)	In-Country Credit & Finance Datasources
Qatar	Personal Credit Report (Normal Speed)	In-Country Credit & Finance Datasources
Romania	Personal Credit Report (Normal Speed)	In-Country Credit & Finance Datasources
San Marino	Personal Credit Report (Normal Speed)	In-Country Credit & Finance Datasources
Saudi Arabia	Personal Credit Report (Normal Speed)	In-Country Credit & Finance Datasources
Solomon Islands	Personal Credit Report (Normal Speed)	In-Country Credit & Finance Datasources
Sri Lanka	Personal Credit Report (Normal Speed)	In-Country Credit & Finance Datasources
Thailand	Personal Credit Report (Normal Speed)	In-Country Credit & Finance Datasources

Angola	Personal Credit Report (Normal Speed)	In-Country Credit & Finance Datasources
Bhutan	Personal Credit Report (Normal Speed)	In-Country Credit & Finance Datasources
Burundi	Personal Credit Report (Normal Speed)	In-Country Credit & Finance Datasources
Cameroon	Personal Credit Report (Normal Speed)	In-Country Credit & Finance Datasources
Chad	Personal Credit Report (Normal Speed)	In-Country Credit & Finance Datasources
Eritrea	Personal Credit Report (Normal Speed)	In-Country Credit & Finance Datasources
Ethiopia	Personal Credit Report (Normal Speed)	In-Country Credit & Finance Datasources
Gabon	Personal Credit Report (Normal Speed)	In-Country Credit & Finance Datasources
Gambia	Personal Credit Report (Normal Speed)	In-Country Credit & Finance Datasources
Guinea	Personal Credit Report (Normal Speed)	In-Country Credit & Finance Datasources
Jordan	Personal Credit Report (Normal Speed)	In-Country Credit & Finance Datasources
Somalia	Personal Credit Report (Normal Speed)	In-Country Credit & Finance Datasources
INTCREDIT - Individual Tier 13		
South Korea	Personal Credit Report	In-Country Credit & Finance Datasources
Turkey	Personal Credit Report	In-Country Credit & Finance Datasources
Maldives	Personal Credit Report (Normal Speed)	In-Country Credit & Finance Datasources
Oman	Personal Credit Report (Normal Speed)	In-Country Credit & Finance Datasources
Morocco	Personal Credit Report	In-Country Credit & Finance Datasources
Azerbaijan	Personal Credit Report (Normal Speed)	In-Country Credit & Finance Datasources
Croatia	Personal Credit Report (Normal Speed)	In-Country Credit & Finance Datasources
Cyprus, N. (Turkish Side)	Personal Credit Report (Normal Speed)	In-Country Credit & Finance Datasources
Cyprus, Rep. (Greek Side)	Personal Credit Report (Normal Speed)	In-Country Credit & Finance Datasources
Estonia	Personal Credit Report (Normal Speed)	In-Country Credit & Finance Datasources
Faroe Islands	Personal Credit Report (Normal Speed)	In-Country Credit & Finance Datasources
Georgia	Personal Credit Report (Normal Speed)	In-Country Credit & Finance Datasources
Japan	Solvency Screening Report on a Person (Non-Bureau, Normal Speed)	In-Country Credit & Finance Datasources
Kuwait	Personal Credit Report (Normal Speed)	In-Country Credit & Finance Datasources

Lithuania	Personal Credit Report (Normal Speed)	In-Country Credit & Finance Datasources
Monaco	Personal Credit Report (Normal Speed)	In-Country Credit & Finance Datasources
Taiwan	Personal Credit Report (Citizens Only, Normal Speed)	In-Country Credit & Finance Datasources
Taiwan	Personal Credit Report (Non-Citizens, Normal Speed)	In-Country Credit & Finance Datasources
Tajikistan	Personal Credit Report (Normal Speed)	In-Country Credit & Finance Datasources
United Arab Emirates	Personal Credit Report (Normal Speed, Citizens Only)	In-Country Credit & Finance Datasources
Uzbekistan	Personal Credit Report (Normal Speed)	In-Country Credit & Finance Datasources
Vietnam	Personal Credit Report (Normal Speed)	In-Country Credit & Finance Datasources
INTCREDIT - Individual Tier 14		
Greece	Personal Credit Report (Normal Speed)	In-Country Credit & Finance Datasources
Macau	Personal Credit Report (Normal Speed)	In-Country Credit & Finance Datasources
Yemen	Personal Credit Report (Normal Speed)	In-Country Credit & Finance Datasources

***In-Country Credit & Finance Datasources** includes Residency Information, Public Filings, Liens, Judgments, Bankruptcies, Civil Records, Payment History, Credit References, Property and Banking Information and any other locally-sourced information, as available.

INTERNATIONAL		
Description	Service	Source (Subject to Change)
INTCREDIT - Entity Tier 1		
Italy	Business Credit Report	Enhanced Data Sources
Denmark	Business Credit Report (Normal Speed)	Enhanced Data Sources
Norway	Business Credit Report (Normal Speed)	Enhanced Data Sources
Germany	Business Credit Report (Normal Speed)	Enhanced Data Sources
Ireland	Business Credit Report (Normal Speed)	Enhanced Data Sources
Spain	Business Credit Report (Normal Speed)	Enhanced Data Sources
United States	Business Credit Report (Normal Speed)	Enhanced Data Sources
INTCREDIT - Entity Tier 2		
Austria	Business Credit Report (Normal Speed)	Enhanced Data Sources
Bonaire	Business Credit Report (Normal Speed)	Enhanced Data Sources
Croatia	Business Credit Report (Normal Speed)	Enhanced Data Sources
Czechia	Business Credit Report (Normal Speed)	Enhanced Data Sources
Finland	Business Credit Report	Enhanced Data Sources
France	Business Credit Report	Enhanced Data Sources
Gaza Strip	Business Credit Report (Normal Speed)	Enhanced Data Sources
Guernsey	Business Credit Report (Normal Speed)	Enhanced Data Sources
Jamaica	Business Credit Report (Normal Speed)	Enhanced Data Sources
Jersey	Business Credit Report (Normal Speed)	Enhanced Data Sources
Luxembourg	Business Credit Report (Normal Speed)	Enhanced Data Sources
Netherlands	Business Credit Report (Normal Speed)	Enhanced Data Sources
Reunion	Business Credit Report (Normal Speed)	Enhanced Data Sources
Saba	Business Credit Report (Normal Speed)	Enhanced Data Sources
Saint Pierre & Miquelon	Business Credit Report (Normal Speed)	Enhanced Data Sources
Sint Eustatius	Business Credit Report (Normal Speed)	Enhanced Data Sources
Sweden	Business Credit Report (Normal Speed)	Enhanced Data Sources
Switzerland	Business Credit Report (Normal Speed)	Enhanced Data Sources
West Bank	Business Credit Report (Normal Speed)	Enhanced Data Sources
Afghanistan	Business Credit Report (Normal Speed)	Enhanced Data Sources
Albania	Business Credit Report (Normal Speed)	Enhanced Data Sources
Aruba	Business Credit Report (Normal Speed)	Enhanced Data Sources
Azores	Business Credit Report (Normal Speed)	Enhanced Data Sources
Bulgaria	Business Credit Report (Normal Speed)	Enhanced Data Sources
Canary Islands	Business Credit Report (Normal Speed)	Enhanced Data Sources
Ceuta	Business Credit Report (Normal Speed)	Enhanced Data Sources
Curacao	Business Credit Report (Normal Speed)	Enhanced Data Sources
Faroe Islands	Business Credit Report (Normal Speed)	Enhanced Data Sources
Gibraltar	Business Credit Report (Normal Speed)	Enhanced Data Sources
Guatemala	Business Credit Report (Normal Speed)	Enhanced Data Sources
India	Business Credit Report	Enhanced Data Sources
Kosovo	Business Credit Report (Normal Speed)	Enhanced Data Sources
Madeira	Business Credit Report (Normal Speed)	Enhanced Data Sources
San Marino	Business Credit Report (Normal Speed)	Enhanced Data Sources
INTCREDIT - Entity Tier 3		

Bahrain	Business Credit Report (Normal Speed)	Enhanced Data Sources
China	Business Credit Report (Normal Speed)	Enhanced Data Sources
Cyprus, Rep. (Greek Side)	Business Credit Report (Normal Speed)	Enhanced Data Sources
Greece	Business Credit Report (Normal Speed)	Enhanced Data Sources
Guadeloupe	Business Credit Report (Normal Speed)	Enhanced Data Sources
Hungary	Business Credit Report (Normal Speed)	Enhanced Data Sources
Isle of Man	Business Credit Report (Normal Speed)	Enhanced Data Sources
Kuwait	Business Credit Report (Normal Speed)	Enhanced Data Sources
Liberia	Business Credit Report (Normal Speed)	Enhanced Data Sources
Liechtenstein	Business Credit Report (Normal Speed)	Enhanced Data Sources
Martinique	Business Credit Report (Normal Speed)	Enhanced Data Sources
Monaco	Business Credit Report (Normal Speed)	Enhanced Data Sources
Montenegro	Business Credit Report (Normal Speed)	Enhanced Data Sources
Morocco	Business Credit Report (Normal Speed)	Enhanced Data Sources
Nicaragua	Business Credit Report (Normal Speed)	Enhanced Data Sources
Paraguay	Business Credit Report (Normal Speed)	Enhanced Data Sources
Poland	Business Credit Report (Normal Speed)	Enhanced Data Sources
Romania	Business Credit Report (Normal Speed)	Enhanced Data Sources
Slovakia	Business Credit Report (Normal Speed)	Enhanced Data Sources
Slovenia	Business Credit Report (Normal Speed)	Enhanced Data Sources
South Sudan	Business Credit Report (Normal Speed)	Enhanced Data Sources
Tunisia	Business Credit Report (Normal Speed)	Enhanced Data Sources
Venezuela	Business Credit Report (Normal Speed)	Enhanced Data Sources
Algeria	Business Credit Report (Normal Speed)	Enhanced Data Sources
Angola	Business Credit Report (Normal Speed)	Enhanced Data Sources
Bahamas	Business Credit Report (Normal Speed)	Enhanced Data Sources
Bosnia & Herzegovina	Business Credit Report (Normal Speed)	Enhanced Data Sources
Georgia	Business Credit Report (Normal Speed)	Enhanced Data Sources
Hong Kong	Business Credit Report (Normal Speed)	Enhanced Data Sources
Israel	Business Credit Report (Normal Speed)	Enhanced Data Sources
Kenya	Business Credit Report (Normal Speed)	Enhanced Data Sources
Lesotho	Business Credit Report (Normal Speed)	Enhanced Data Sources
Malta	Business Credit Report (Normal Speed)	Enhanced Data Sources
Mauritius	Business Credit Report (Normal Speed)	Enhanced Data Sources
Mozambique	Business Credit Report (Normal Speed)	Enhanced Data Sources
Namibia	Business Credit Report	Enhanced Data Sources
Saint Martin	Business Credit Report (Normal Speed)	Enhanced Data Sources
Sint Maarten	Business Credit Report (Normal Speed)	Enhanced Data Sources
South Africa	Business Credit Report (Normal Speed)	Enhanced Data Sources
United Kingdom	Business Credit Report (Normal Speed)	Enhanced Data Sources
Zambia	Business Credit Report (Normal Speed)	Enhanced Data Sources
Andorra	Business Credit Report (Normal Speed)	Enhanced Data Sources
Bangladesh	Business Credit Report	Enhanced Data Sources
Belize	Business Credit Report (Normal Speed)	Enhanced Data Sources
Bermuda	Business Credit Report (Normal Speed)	Enhanced Data Sources
French Guiana	Business Credit Report (Normal Speed)	Enhanced Data Sources
Moldova	Business Credit Report (Normal Speed)	Enhanced Data Sources
North Macedonia	Business Credit Report (Normal Speed)	Enhanced Data Sources
Panama	Business Credit Report (Normal Speed)	Enhanced Data Sources

Puerto Rico	Business Credit Report (Normal Speed)	Enhanced Data Sources
Trinidad & Tobago	Business Credit Report (Normal Speed)	Enhanced Data Sources
Ukraine	Business Credit Report (Normal Speed)	Enhanced Data Sources
INTCREDIT - Entity Tier 4		
Anguilla	Business Credit Report (Normal Speed)	Enhanced Data Sources
Antigua & Barbuda	Business Credit Report (Normal Speed)	Enhanced Data Sources
Armenia	Business Credit Report (Normal Speed)	Enhanced Data Sources
Austria	Business Credit Report (SkyMinder)	SkyMinder Online Services
Azerbaijan	Business Credit Report (Normal Speed)	Enhanced Data Sources
Balearic Islands	Business Credit Report (Normal Speed)	Enhanced Data Sources
Barbados	Business Credit Report (Normal Speed)	Enhanced Data Sources
Belarus	Business Credit Report (Normal Speed)	Enhanced Data Sources
Belgium	Business Credit Report (SkyMinder)	SkyMinder Online Services
Benin	Business Credit Report (SkyMinder)	SkyMinder Online Services
Bhutan	Business Credit Report (SkyMinder)	SkyMinder Online Services
Botswana	Business Credit Report (SkyMinder)	SkyMinder Online Services
Burkina Faso	Business Credit Report (SkyMinder)	SkyMinder Online Services
Burundi	Business Credit Report (SkyMinder)	SkyMinder Online Services
Cameroon	Business Credit Report (SkyMinder)	SkyMinder Online Services
Cape Verde	Business Credit Report (SkyMinder)	SkyMinder Online Services
Central African Republic	Business Credit Report (SkyMinder)	SkyMinder Online Services
Chad	Business Credit Report (SkyMinder)	SkyMinder Online Services
Cocos (Keeling) Islands	Business Credit Report (SkyMinder)	SkyMinder Online Services
Comoros	Business Credit Report (SkyMinder)	SkyMinder Online Services
Congo (Dem. Republic)	Business Credit Report (SkyMinder)	SkyMinder Online Services
Cote d'Ivoire	Business Credit Report (SkyMinder)	SkyMinder Online Services
Croatia	Business Credit Report (SkyMinder)	SkyMinder Online Services
Cuba	Business Credit Report (SkyMinder)	SkyMinder Online Services
Czechia	Business Credit Report (SkyMinder)	SkyMinder Online Services
Denmark	Business Credit Report (SkyMinder)	SkyMinder Online Services
Djibouti	Business Credit Report (SkyMinder)	SkyMinder Online Services
Dominica	Business Credit Report (SkyMinder)	SkyMinder Online Services
Dominican Republic	Business Credit Report (SkyMinder)	SkyMinder Online Services
Ecuador	Business Credit Report (SkyMinder)	SkyMinder Online Services
Equatorial Guinea	Business Credit Report (SkyMinder)	SkyMinder Online Services
Eritrea	Business Credit Report (SkyMinder)	SkyMinder Online Services
Eswatini	Business Credit Report (SkyMinder)	SkyMinder Online Services
Ethiopia	Business Credit Report (SkyMinder)	SkyMinder Online Services
Finland	Business Credit Report (SkyMinder)	SkyMinder Online Services
France	Business Credit Report (SkyMinder)	SkyMinder Online Services
Gabon	Business Credit Report (SkyMinder)	SkyMinder Online Services
Gambia	Business Credit Report (SkyMinder)	SkyMinder Online Services
Germany	Business Credit Report (SkyMinder)	SkyMinder Online Services
Ghana	Business Credit Report (SkyMinder)	SkyMinder Online Services
Greenland	Business Credit Report (SkyMinder)	SkyMinder Online Services
Grenada	Business Credit Report (SkyMinder)	SkyMinder Online Services
Guinea	Business Credit Report (SkyMinder)	SkyMinder Online Services
Guinea-Bissau	Business Credit Report (SkyMinder)	SkyMinder Online Services
Haiti	Business Credit Report (SkyMinder)	SkyMinder Online Services

Hungary	Business Credit Report (Skyminder)	SkyMinder Online Services
Ireland	Business Credit Report (Skyminder)	SkyMinder Online Services
Italy	Business Credit Report (Skyminder)	SkyMinder Online Services
Jordan	Business Credit Report (Skyminder)	SkyMinder Online Services
Kazakhstan	Business Credit Report (Skyminder)	SkyMinder Online Services
Kyrgyzstan	Business Credit Report (Skyminder)	SkyMinder Online Services
Laos	Business Credit Report (Skyminder)	SkyMinder Online Services
Latvia	Business Credit Report (Skyminder)	SkyMinder Online Services
Lebanon	Business Credit Report (Skyminder)	SkyMinder Online Services
Liechtenstein	Business Credit Report (Skyminder)	SkyMinder Online Services
Lithuania	Business Credit Report (Skyminder)	SkyMinder Online Services
Madagascar	Business Credit Report (Skyminder)	SkyMinder Online Services
Malawi	Business Credit Report (Skyminder)	SkyMinder Online Services
Maldives	Business Credit Report (Skyminder)	SkyMinder Online Services
Mali	Business Credit Report (Skyminder)	SkyMinder Online Services
Mayotte	Business Credit Report (Skyminder)	SkyMinder Online Services
Mexico	Business Credit Report (Skyminder)	SkyMinder Online Services
Mongolia	Business Credit Report (Skyminder)	SkyMinder Online Services
Montenegro	Business Credit Report (Skyminder)	SkyMinder Online Services
Montserrat	Business Credit Report (Skyminder)	SkyMinder Online Services
Myanmar	Business Credit Report (Skyminder)	SkyMinder Online Services
Nepal	Business Credit Report (Skyminder)	SkyMinder Online Services
Netherlands	Business Credit Report (Skyminder)	SkyMinder Online Services
Niger	Business Credit Report (Skyminder)	SkyMinder Online Services
Nigeria	Business Credit Report (Skyminder)	SkyMinder Online Services
Norway	Business Credit Report (Skyminder)	SkyMinder Online Services
Oman	Business Credit Report (Skyminder)	SkyMinder Online Services
Philippines	Business Credit Report (Skyminder)	SkyMinder Online Services
Poland	Business Credit Report (Skyminder)	SkyMinder Online Services
Portugal	Business Credit Report (Skyminder)	SkyMinder Online Services
Qatar	Business Credit Report (Skyminder)	SkyMinder Online Services
Rwanda	Business Credit Report (Skyminder)	SkyMinder Online Services
Saint Barthelemy	Business Credit Report (Skyminder)	SkyMinder Online Services
Saint Helena	Business Credit Report (Skyminder)	SkyMinder Online Services
Saint Kitts & Nevis	Business Credit Report (Skyminder)	SkyMinder Online Services
Saint Lucia	Business Credit Report (Skyminder)	SkyMinder Online Services
Saint Vincent & Grenadines	Business Credit Report (Skyminder)	SkyMinder Online Services
Sao Tome & Principe	Business Credit Report (Skyminder)	SkyMinder Online Services
Saudi Arabia	Business Credit Report (Skyminder)	SkyMinder Online Services
Senegal	Business Credit Report (Skyminder)	SkyMinder Online Services
Serbia	Business Credit Report (Skyminder)	SkyMinder Online Services
Seychelles	Business Credit Report (Skyminder)	SkyMinder Online Services
Sierra Leone	Business Credit Report (Skyminder)	SkyMinder Online Services
Slovakia	Business Credit Report (Skyminder)	SkyMinder Online Services
Slovenia	Business Credit Report (Skyminder)	SkyMinder Online Services
Somalia	Business Credit Report (Skyminder)	SkyMinder Online Services
Spain	Business Credit Report (Skyminder)	SkyMinder Online Services
Sri Lanka	Business Credit Report (Skyminder)	SkyMinder Online Services

Sudan	Business Credit Report (Skyminder)	SkyMinder Online Services
Sweden	Business Credit Report (Skyminder)	SkyMinder Online Services
Switzerland	Business Credit Report (Skyminder)	SkyMinder Online Services
Tajikistan	Business Credit Report (Skyminder)	SkyMinder Online Services
Tanzania	Business Credit Report (Skyminder)	SkyMinder Online Services
Togo	Business Credit Report (Skyminder)	SkyMinder Online Services
Turkey	Business Credit Report (Skyminder)	SkyMinder Online Services
Turkmenistan	Business Credit Report (Skyminder)	SkyMinder Online Services
Turks & Caicos Islands	Business Credit Report (Skyminder)	SkyMinder Online Services
US Virgin Islands	Business Credit Report (Skyminder)	SkyMinder Online Services
Uganda	Business Credit Report (Skyminder)	SkyMinder Online Services
United Kingdom	Business Credit Report (Skyminder)	SkyMinder Online Services
Uzbekistan	Business Credit Report (Normal Speed)	Enhanced Data Sources
Zimbabwe	Business Credit Report	Enhanced Data Sources
Brazil	Business Credit Report (Normal Speed)	Enhanced Data Sources
Chile	Business Credit Report (Normal Speed)	Enhanced Data Sources
Malaysia	Business Credit Report (Normal Speed)	Enhanced Data Sources
United Arab Emirates	Business Credit Report (Normal Speed)	Enhanced Data Sources
Bolivia	Business Credit Report (Normal Speed)	Enhanced Data Sources
Costa Rica	Business Credit Report (Normal Speed)	Enhanced Data Sources
Cyprus, N. (Turkish Side)	Business Credit Report (Normal Speed)	Enhanced Data Sources
Egypt	Business Credit Report (Normal Speed)	Enhanced Data Sources
El Salvador	Business Credit Report (Normal Speed)	Enhanced Data Sources
Falkland Islands	Business Credit Report (Normal Speed)	Enhanced Data Sources
Guyana	Business Credit Report (Normal Speed)	Enhanced Data Sources
Honduras	Business Credit Report (Normal Speed)	Enhanced Data Sources
Indonesia	Business Credit Report (Normal Speed)	Enhanced Data Sources
Iraq	Business Credit Report (Normal Speed)	Enhanced Data Sources
Japan	Business Credit Report	Enhanced Data Sources
Libya	Business Credit Report (Normal Speed)	Enhanced Data Sources
Mauritania	Business Credit Report (Normal Speed)	Enhanced Data Sources
Pakistan	Business Credit Report (Normal Speed)	Enhanced Data Sources
Portugal	Business Credit Report (Normal Speed)	Enhanced Data Sources
Suriname	Business Credit Report (Normal Speed)	Enhanced Data Sources
Thailand	Business Credit Report (Normal Speed)	Enhanced Data Sources
Uruguay	Business Credit Report (Normal Speed)	Enhanced Data Sources
Yemen	Business Credit Report (Normal Speed)	Enhanced Data Sources
INTCREDIT - Entity Tier 5		
Argentina	Business Credit Report (Normal Speed)	Enhanced Data Sources
Belgium	Business Credit Report	Enhanced Data Sources
British Virgin Islands	Business Credit Report (Normal Speed)	Enhanced Data Sources
Cayman Islands	Business Credit Report (Normal Speed)	Enhanced Data Sources
Colombia	Business Credit Report (Normal Speed)	Enhanced Data Sources
Peru	Business Credit Report (Normal Speed)	Enhanced Data Sources
Taiwan	Business Credit Report (Normal Speed)	Enhanced Data Sources
Latvia	Business Credit Report	Enhanced Data Sources
Lithuania	Business Credit Report	Enhanced Data Sources
Vietnam	Business Credit Report (Normal Speed)	Enhanced Data Sources
Estonia	Business Credit Report	Enhanced Data Sources

Iceland	Business Credit Report (Normal Speed)	Enhanced Data Sources
Canada	Business Credit Report (Normal Speed)	Enhanced Data Sources
Brunei	Business Credit Report	Enhanced Data Sources
Cambodia	Business Credit Report	Enhanced Data Sources
Macau	Business Credit Report	Enhanced Data Sources
Serbia	Business Credit Report (Normal Speed)	Enhanced Data Sources
INTCREDIT - Entity Tier 6		
Australia	Business Credit Report (Normal Speed)	Enhanced Data Sources
South Korea	Business Credit Report (Normal Speed)	Enhanced Data Sources
French Polynesia	Business Credit Report	Enhanced Data Sources
Admiralty Islands	Business Credit Report (Normal Speed)	Enhanced Data Sources
Christmas Island	Business Credit Report (Normal Speed)	Enhanced Data Sources
Midway Islands	Business Credit Report (Normal Speed)	Enhanced Data Sources
New Zealand	Business Credit Report (Normal Speed)	Enhanced Data Sources
Norfolk Island	Business Credit Report (Normal Speed)	Enhanced Data Sources
Samoa	Business Credit Report (Normal Speed)	Enhanced Data Sources
Singapore	Business Credit Report	Enhanced Data Sources
Caroline Islands	Business Credit Report (Normal Speed)	Enhanced Data Sources
Pitcairn	Business Credit Report (Normal Speed)	Enhanced Data Sources
INTCREDIT - Entity Tier 7		
American Samoa	Business Credit Report	Enhanced Data Sources
Kiribati	Business Credit Report	Enhanced Data Sources
Cook Islands	Business Credit Report	Enhanced Data Sources
Fiji	Business Credit Report	Enhanced Data Sources
Guam	Business Credit Report	Enhanced Data Sources
Marshall Islands	Business Credit Report	Enhanced Data Sources
Micronesia, Fed. States of	Business Credit Report	Enhanced Data Sources
Nauru	Business Credit Report	Enhanced Data Sources
New Caledonia	Business Credit Report	Enhanced Data Sources
Niue	Business Credit Report	Enhanced Data Sources
Northern Mariana Islands	Business Credit Report	Enhanced Data Sources
Palau	Business Credit Report	Enhanced Data Sources
Papua New Guinea	Business Credit Report	Enhanced Data Sources
Solomon Islands	Business Credit Report (Normal Speed)	Enhanced Data Sources
Tokelau	Business Credit Report	Enhanced Data Sources
Tonga	Business Credit Report	Enhanced Data Sources
Tuvalu	Business Credit Report	Enhanced Data Sources
Vanuatu	Business Credit Report	Enhanced Data Sources
Wallis & Futuna	Business Credit Report	Enhanced Data Sources

***Enhanced Data Sources** includes Corporate Information, Public Filings, Liens, Judgments, Financial Information, Line of Business, Industry, Branches and/or Subsidiaries, Payment History, Credit References, Banking Information and any other locally-sourced information, as available

****SkyMinder's Online Services**, which includes company information from some of the largest business credit reporting services in Europe, which include Crif, Coface, Ellisphere, Informa, and Trends Business Information

EXHIBIT

E

Non-Disclosure Agreement

NON-DISCLOSURE AGREEMENT

THIS NON-DISCLOSURE AGREEMENT (“Agreement”) is made and entered into as of this 26th day of December, 2025 by and between TruView BSI, LLC (“Undersigned”) and the Pennsylvania Gaming Control Board (“PGCB”) with reference to the following Terms and Conditions.

WITNESSETH:

WHEREAS, Undersigned is involved with information and materials that are of a highly sensitive nature, which must be carefully protected in order to aid in the PGCB’s success;

WHEREAS, notwithstanding any provision of any applicable law, rule, or regulation to the contrary, each employee/consultant of the PGCB is obligated to treat such information and materials as confidential;

WHEREAS, the PGCB believes that it is appropriate for Undersigned to clearly understand and agree in writing as to the extent of his/her obligations to the PGCB with respect to highly sensitive information and materials; and

WHEREAS, the execution of this Agreement is a required condition of employment or consulting relationship with the PGCB.

NOW THEREFORE, intending to be legally bound hereby, Undersigned and the PGCB agree as follows:

1. Confidential Information

- 1.1 Protection of Confidential Information. Undersigned hereby acknowledges, understands, and agrees that whether developed by Undersigned or others employed by or associated with the PGCB, all Confidential Information (as defined in Paragraph 1.2) is the exclusive and confidential property of the PGCB and shall be at all times regarded, treated, and protected as such in accordance with this Agreement, notwithstanding any provision of any applicable law, rule, or regulation to the contrary. Failure to mark any writing as “confidential” shall not affect the confidential nature of such writing or the information contained therein.
- 1.2 Definition of Confidential Information. Confidential Information shall mean information (whether or not originated by Undersigned) that is used in the PGCB’s business and is (1) proprietary to, about, or created by the PGCB; (2) designated as Confidential Information by the PGCB; or (3) not generally known by non-PGCB personnel. Such Confidential Information includes, but is not limited to, the following types of information and other information of a similar nature:

- (a) Any and all “Confidential Information” as it is defined in the Pennsylvania Race Horse Development and Gaming Act, as most recently amended, and the applicable Rules and Regulations, as most recently amended (see, for example, 4 Pa.C.S. §1206(f) and 58 Pa. Code §§401a.3, 407a.3);
- (b) Work product resulting from or related to work or projects performed or to be performed for the PGCB or it’s consultants, including but not limited to all lines of inquiry, hypotheses, research, and conclusions related thereto and the methods, processes, procedures, analyses, techniques, and audits used in connection therewith;
- (c) Computer software of any type or form and in any stage of actual or anticipated research and development, including but not limited to programs and program modules, routines and subroutines, processes, algorithms, design concepts, design specifications (design notes, annotations, documentation, flowcharts, coding sheets, and the like), source code, object code and load modules, programming, program patched, and system designs;
- (d) Information relating to Proprietary Items (as defined in Paragraph 2.2) prior to any public disclosure thereof, including but not limited to the nature of the Proprietary Items, production data, technical and engineering data, test data and test results, the status and details regarding the research and development of any Proprietary Items, and information regarding acquiring, protecting, enforcing, and licensing proprietary rights (including but limited to patents, copyrights, and trade secrets);
- (e) Internal PGCB personnel and financial information, names and other information of those doing business with the PGCB, purchasing and internal cost information, internal service and operational manuals, and the manner and methods of conducting the PGCB’s business; and
- (f) Marketing and development plans, price and cost data, price and fee amounts, pricing and billing policies, quoting procedures, marketing techniques and methods of obtaining business, forecasts and forecast assumptions and volumes, and future plans and potential strategies of the PGCB that have been or are being discussed.

1.3 Exclusions from Confidential Information. Confidential Information shall not include information that is Publicly Known or generally known by persons of Undersigned’s current capacity or the general skills and experience gained during Undersigned’s tenure or contract term with the PGCB that Undersigned could reasonably have been expected to acquire in a similar capacity with another organization. The phrase “Publicly Known” shall mean readily accessible to the public in a written publication, and shall not include information that is only available by a substantial searching of the published literature, and information of

substance that must be pieced together from a number of different publications and sources. The burden of proving that information or skills and experience are not Confidential Information shall be on the party asserting such exclusion.

- 1.4 Covenants of Undersigned. As a consequence of Undersigned's acquisition of Confidential Information, Undersigned will occupy a position of trust and confidence with respect to the PGCB's affairs and business.

In view of the foregoing and of the consideration to be provided to Undersigned, Undersigned agrees that it is reasonable and necessary that Undersigned make the following covenants regarding conduct of Undersigned during and subsequent to his/her employment or business relationship with the PGCB. Notwithstanding any provision of any applicable law, rule, or regulation to the contrary, Undersigned hereby agrees that:

- (a) During and after his/her tenure or contract term with the PGCB, Undersigned will not discuss the Confidential Information with any person or entity other than as necessary to carry out his/her duties on behalf of the PGCB, without first obtaining the PGCB's consent, and will take all reasonable precautions to prevent inadvertent disclosure of such Confidential Information. This prohibition against Undersigned's disclosure of Confidential Information includes, but is not limited to disclosing the fact that any similarity exists between the Confidential Information and information independently developed by another person or entity, and Undersigned understands that such similarity does not excuse Undersigned from abiding by his/her covenants and other obligations under this Agreement.
- (b) During and after his/her tenure or contract term with the PGCB, Undersigned will not use, copy, or transfer the Confidential Information other than as necessary in carrying out his/her duties on behalf of the PGCB, without first obtaining the PGCB's consent, and will take all reasonable precautions to prevent inadvertent use, copying, or transfer of such Confidential Information. This prohibition against Undersigned's use, copying, or transfer of Confidential Information includes, but is not limited to, selling, licensing, or otherwise exploiting, directly or indirectly, any products or services (including software in any form) that embody or are derived from Confidential Information or existing judgment or performing analysis based upon knowledge of Confidential Information.

2. Proprietary Items

- 2.1 PGCB Ownership of Proprietary Items. Undersigned hereby acknowledges, understands, and agrees that all Proprietary Items, as set forth in Paragraph 2.2 are and shall be the exclusive property of the PGCB or its nominee.

- 2.2 Definition of Proprietary Items. Proprietary Items shall mean all legally recognized rights that are the result of or derived from work product of employees or consultants of the PGCB made for the PGCB or with knowledge, use, or incorporation of PGCB Confidential Information. Proprietary items include, but are not limited to developments, inventions, designs, discoveries, works of authorship, improvements and ideas, whether or not patentable or copyrightable, conceived or made by Undersigned (solely or in cooperation with others) during his/her tenure or contract term with PGCB or which result from or are derived from PGCB resources or which are reasonably related to the business operations or the actual demonstrably anticipated research and development of the PGCB.
- 2.3. Exclusions from Proprietary Items. Proprietary Items shall not include inventions for which no equipment, supplies, facility, or trade secret information of the PGCB is used and which are developed entirely on Undersigned's own time, and (1) which do not relate (a) to the business of the PGCB or (b) to the PGCB's actual or demonstrably (or reasonably) anticipated research or development or (2) which do not result from any work performed by Undersigned for the PGCB.
- 2.4 Undersigned Covenants. Unless otherwise modified by a written, executed agreement between the parties hereto, Undersigned agrees to grant to the PGCB without further compensation all of Undersigned's right(s), title(s), and interest(s) in and to all Proprietary Items. Undersigned further agrees that Undersigned's authorship of any such Proprietary Items that are copyrightable shall be deemed a "work made for hire," and to the extent any authorship is not deemed a "work made for hire," it is hereby assigned to the PGCB without further compensation. Undersigned agrees to assign at the PGCB's direction without further compensation, Undersigned's rights in and to any other inventions, designs, discoveries, work of authorship, improvements, or ideas when the PGCB is required to grant those rights to the U.S. Government or any agency thereof, or any other third party. In order to permit the PGCB to claim, perfect, and enforce its rights in and to Proprietary Items, Undersigned agrees:
- (a) To disclose promptly to the PGCB in confidence and in writing all Proprietary Items conceived or made by Undersigned, solely or jointly with others, during the term of his/her tenure or contract term with PGCB;
 - (b) To disclose promptly to the PGCB in confidence and in writing all items that relate to or are derived (in whole or in part) from Proprietary Items conceived or made by the Undersigned, solely or jointly with others, for one year after the term of his/her tenure or contract term with PGCB;
 - (c) To comply with all of the PGCB's reasonable instructions and to execute and procure all documents respecting Proprietary Items reasonably requested by the PGCB for the purpose of vesting, confirming, securing, or assigning the PGCB's or its nominee's right(s), title(s), and interest(s)

therein and thereto, including patents and copyrights relating thereto in the United States and foreign territories; and

- (d) To keep complete, accurate, and authentic accounts, notes, reference materials, data, and records of all Proprietary Items in the manner and form requested by the PGCB (which materials and all copies thereof are hereby agreed to be property of the PGCB), to mark all items “confidential,” and to surrender all such items to the PGCB upon request of the PGCB, or if not requested during his/her tenure or contract term with PGCB, to surrender and deliver all such items to the PGCB upon termination of his/her tenure or contract term with PGCB.

3. General Covenants

- 3.1 Obligations. Undersigned acknowledges, understands, and agrees that his/her services will be performed with the highest level of professional ethics and standards. Without limiting the foregoing, Undersigned agrees to respect the confidentiality of any information with at least the same level of care and discretion as Undersigned is required to treat the Confidential Information hereunder.
- 3.2 Surrender of Documents. Unless otherwise modified by a written, executed agreement between the parties hereto, upon termination of his/her tenure or contract term with PGCB, Undersigned agrees to deliver to the PGCB all materials relating in any way to Proprietary Items or Confidential Information, relating to his/her representations of the PGCB, to the business of the PGCB, and relating to consultants of the PGCB. Such materials include, but are not limited to, computer software and related documentation, computer software input sheets and descriptions, practice aids and practice aid materials (work sheets, schedules, tables, brochures, manuals, and so on), work product, reports, proposals, documentation, records, notes, data, sketches, drawings, memoranda, models, accounts, reference materials, video discs, videotapes, cassette tapes, slides, film, audio-visual aids, samples, and equipment.
- 3.3 Survival. The restrictions and obligations hereunder shall survive the relationship between the Undersigned and the PGCB, as well as any attempted termination or cancellation of this Agreement and shall continue to bind PGCB, its successors, heirs, and assigns with respect to the Undersigned.
- 3.4 Governing Law. This Agreement shall be construed and enforced in accordance with the laws of the Commonwealth of Pennsylvania.
- 3.5 Waiver. No provision of this Agreement may be modified, waived or discharged, unless such waiver, modification, or discharge is agreed to in writing and signed by Undersigned and an officer specifically designated by the PGCB. No waiver by any party hereto at any time of any breach by the other party hereto of, or in compliance with, any condition or provision of this Agreement to be performed by

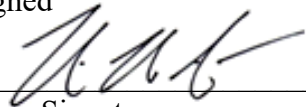
such other party shall be deemed a waiver of similar or dissimilar provisions or conditions at the same or at any prior or subsequent time.

- 3.6 Assignment. This Agreement shall not be assignable by any party, except by the PGCB to any successor in interest to their respective businesses.
- 3.7 Entire Agreement. Except where specifically indicated herein, this Agreement supersedes any and all agreements, either oral or in writing, between the Undersigned by the PGCB with respect to non-disclosure of confidential information, without limitation.
- 3.8 Validity. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect.
- 3.9 Headings. The section headings of this Agreement are for convenience only and shall not control or affect the meaning or construction or limit the scope or intent of any of the provisions of this Agreement.
- 3.10 Number. Words used herein in the singular will be construed as being used in the plural, as the context requires, and vice versa.
- 3.11 Whistleblower Law. Notwithstanding any provision of this Agreement, the Undersigned does not hereby forgo any rights established by the Whistleblower Law, 43 P.S. §1421, et. seq.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be duly executed as of the day and year first above written.

Undersigned

By: _____


Signature

Name: Nicholas M. Auletta, President
Print or Type

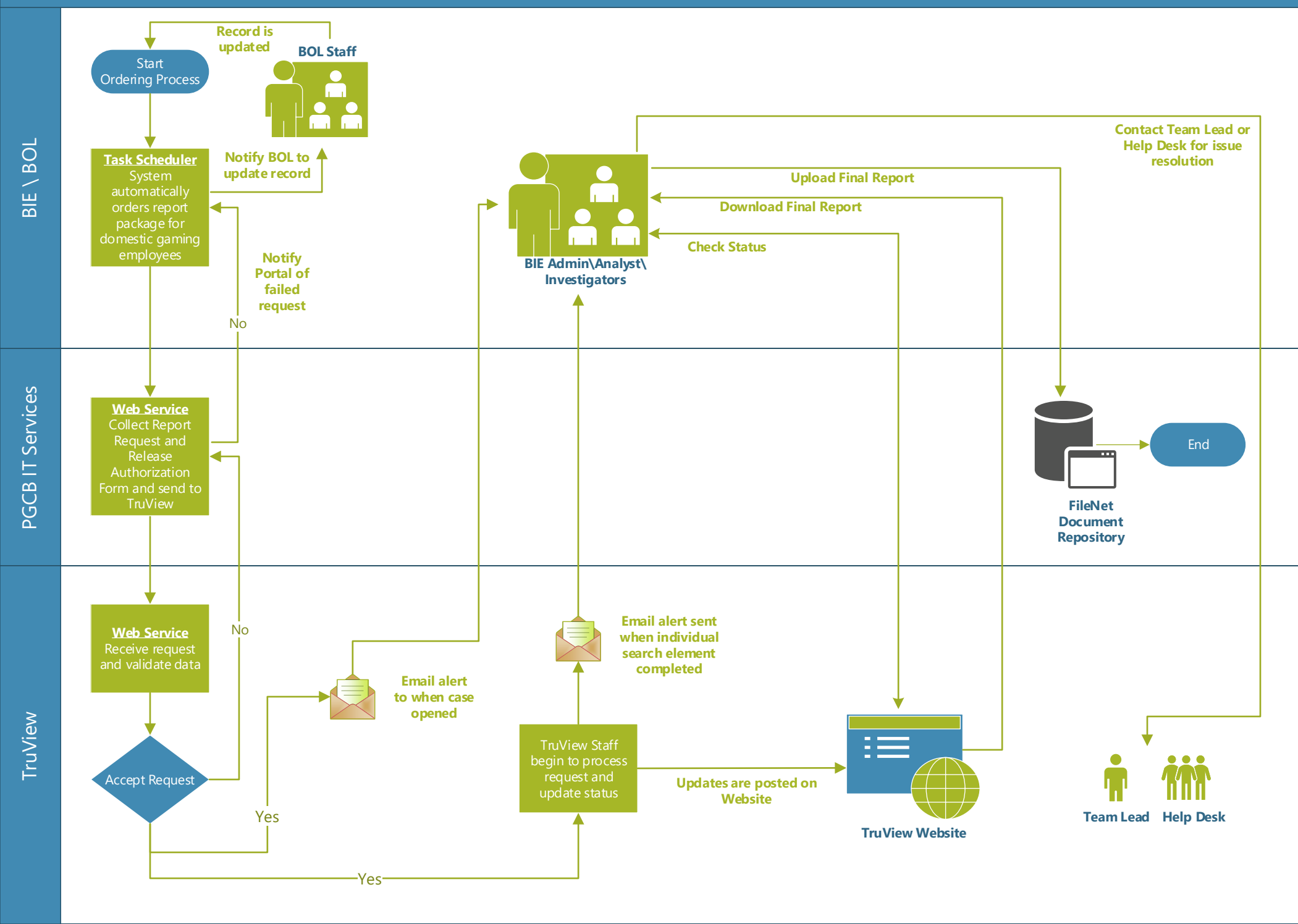
Revised 3/26/09

EXHIBIT

F

Domestic Process

Process for Domestic Gaming Employee License Types



EXHIBIT

G

International Process

EXHIBIT

H

TruView End User Agreement



END USER AGREEMENT

Client Name: Pennsylvania Gaming Control Board

Client Address: 303 Walnut Street, Commonwealth Tower, 5th Floor

Harrisburg, PA 17101

Type of Business: Government

By utilizing the consumer reports and investigative consumer reports provided by TruView, Client is considered an "End User" of consumer reports and/or investigative consumer reports under the Fair Credit Reporting Act, 15 U.S.C. § 1681 et seq. (the "FCRA") and applicable state law. A copy of the FCRA is available at <http://www.ftc.gov>. Client shall be responsible for identifying and complying with all federal (including the FCRA), state, local and foreign laws and regulations applicable to Client in connection with its procurement and use of these services. In accordance with FCRA and state requirements, Client agrees as follows:

End User has a permissible purpose for obtaining consumer reports in accordance with the Fair Credit Reporting Act (15 U.S.C. §1681 et seq.) including, without limitation, all amendments thereto ("FCRA").

1. The End User certifies its permissible purpose as (*choose applicable purposes*):

 In connection with the evaluation of individuals for employment, promotion, reassignment or retention as an employee ("Consumer Report for Employment Purposes"); or

 In connection with a credit transaction involving the consumer on whom the information is to be furnished and involving the extension of credit to, or review or collection of an account of the consumer; or

 In connection with the underwriting of insurance involving the consumer or review of existing policy holders for insurance underwriting purposes, or in connection with an insurance claim where written permission of the consumer has been obtained; or In accordance with the written instructions of the consumer; or

 For a legitimate business need in connection with a business transaction that is initiated by the consumer, including, but not limited to, tenant screening; or

 As a potential investor, servicer or current insurer in connection with a valuation of, or assessment of, the credit or prepayment risks.

 X In connection with the determination of the consumer's eligibility for a license or other benefit granted by a governmental instrumentality required by law to consider an applicant's financial responsibility or status

TRUVIEW BSI, LLC

888.869.8444 | 225 BROADHOLLOW ROAD, SUITE 304, MELVILLE, NY 11747 | WWW.TRUVIEWBSI.COM



2. End User certifies that End User shall use the consumer reports: (a) solely for the Subscriber's certified use(s); and (b) solely for End User's exclusive one-time use. End User shall not request, obtain or use consumer reports for any other purpose including, but not limited to, for the purpose of selling, leasing, renting or otherwise providing information obtained under this Agreement to any other party, whether alone, in conjunction with End User's own data, or otherwise in any service which is derived from the consumer reports. The consumer reports shall be requested by, and disclosed by End User only to End User's designated and authorized employees having a need to know and only to the extent necessary to enable End User to use the Consumer Reports in accordance with this Agreement. End User shall ensure that such designated and authorized employees shall not attempt to obtain any Consumer Reports on themselves, associates, or any other person except in the exercise of their official duties.
3. End User will maintain copies of all written authorizations for a minimum of five (5) years from the date of inquiry.
4. End User will provide prompt notification to TruView of any change in location, mailing address, or ownership.
5. End User will provide immediate notification to TruView of any data security breach.
6. End User shall use each Consumer Report only for a one-time use and shall hold the report in strict confidence, and not disclose it to any third parties; provided, however, that End User may, but is not required to, disclose the report to the subject of the report only in connection with an adverse action based on the report. Moreover, unless otherwise explicitly authorized in an agreement between Reseller and its End User for scores obtained from TransUnion, or as explicitly otherwise authorized in advance and in writing by TransUnion through Reseller, End User shall not disclose to consumers or any third party, any or all such scores provided under such agreement, unless clearly required by law.
7. With just cause, such as violation of the terms of the End User's contract or a legal requirement, or a material change in existing legal requirements that adversely affects the End User's agreement, Reseller may, upon its election, discontinue serving the End User and cancel the agreement immediately. With just cause, such as violation of the terms of End User's contract or a legal requirement, or a material change in existing legal requirements that adversely affects End User's Agreement, Reseller may, upon its election, discontinue serving the End User and cancel the agreement immediately.
8. THE FCRA PROVIDES THAT ANY PERSON WHO KNOWINGLY AND WILLFULLY OBTAINS INFORMATION ON A CONSUMER FROM A CONSUMER REPORTING AGENCY UNDER FALSE PRETENSES SHALL BE FINED UNDER TITLE 18 OF THE UNITED STATES CODE OR IMPRISONED NOT MORE THAN TWO YEARS, OR BOTH.

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FOR ACCESS TO CONSUMER CREDIT REPORTS FOR EMPLOYMENT PURPOSES:

1. End User shall request Consumer Report for Employment Purposes pursuant to procedures prescribed by Reseller from time to time only when it is considering the individual inquired upon for employment, promotion, reassignment or retention as an employee, and for no other purpose. End User shall comply with any federal and state laws which may restrict or ban the use of Consumer Report for Employment Purposes.
2. End User certifies that it will not request a Consumer Report for Employment Purposes unless:
 - A clear and conspicuous disclosure is first made in writing to the consumer by End User before the report is obtained, in a document that consists solely of the disclosure that a consumer report may be obtained for employment purposes;
 - The consumer has authorized in writing the procurement of the report; and
 - Information from the Consumer Report for Employment Purposes will not be used in violation of any applicable federal or state equal employment opportunity law or regulation.
3. End User further certifies that before taking adverse action in whole or in part based on the Consumer Report for Employment Purposes, it will provide the consumer with:
 - a. A copy of the Consumer Report for Employment Purposes; and
 - b. A copy of the consumer's rights, in the format approved by the Federal Trade Commission.
4. End User shall use the Consumer Report for Employment Purposes only for a one-time use, and shall hold the report in strict confidence, and not disclose it to any third parties that are not involved in the employment decision.

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FOR ACCESS TO FULL CONSUMER CREDIT REPORTS:

1. End User will request Scores only for End User's exclusive use. End User may store Scores solely for End User's own use in furtherance of End User's original purpose for obtaining the Scores. End User shall not use the Scores for model development or model calibration and shall not reverse engineer the Score. All Scores provided hereunder will be held in strict confidence and may never be sold, licensed, copied, reused, disclosed, reproduced, revealed or made accessible, in whole or in part, to any Person, except (i) to those employees of End User with a need to know and in the course of their employment; (ii) to those third party processing agents and other contractors of End User who have executed an agreement that limits the use of the Scores by the third party only to the use permitted to End User and contains the prohibitions set forth herein regarding model development, model calibration, reverse engineering and confidentiality; (iii) when accompanied by the corresponding reason codes, to the consumer who is the subject of the Score; (iv) to government regulatory agencies; or (v) as required by law.

Signature: Claire B. Yantis Date: 2/13/2026

Printed Name: Claire B. Yantis Title: Administrative Director

EXHIBIT

I

Background Screening Client Certification



BACKGROUND SCREENING CLIENT CERTIFICATION

TruView BSI, LLC

This Background Screening Services Agreement (hereafter referred to as the "Certification") is effective on the Date signed and is made between Client and TruView BSI, LLC, (hereafter referred to as "TruView").

CLIENT INFORMATION

Client Name ("Client"): Pennsylvania Gaming Control Board

Address: 303 Walnut Street, Commonwealth Tower, 5th Floor
Harrisburg, PA 17101

Phone: 717-346-8344

CLIENT CERTIFICATION

By utilizing the consumer reports and investigative consumer reports provided by TruView, Client is considered a "user" of consumer reports and/or investigative consumer reports under the Fair Credit Reporting Act, 15 U.S.C. § 1681 et seq. (the "FCRA") and applicable state law. A copy of the FCRA is available at <http://www.ftc.gov>. Client shall be responsible for identifying and complying with all federal (including the FCRA), state, local and foreign laws and regulations applicable to Client in connection with its procurement and use of these services. In accordance with FCRA and state requirements, Client agrees as follows:

1. **Permissible Purpose** – Client agrees to procure from TruView and use consumer reports and/or investigative consumer reports only for legally permissible purposes (e.g., in order to evaluate a consumer for employment, promotion, reassignment or retention as an employee or volunteer), and for no other purpose.
2. **Disclosure and Authorization** – Client will ensure that prior to its procurement of consumer reports and/or investigative consumer reports for employment purposes, Client has made a clear and conspicuous disclosure in writing to the consumer that a consumer report may be obtained for employment purposes, provided, however, that in such instances that TruView notifies a consumer of the possible procurement of a consumer report and/or investigative consumer report, TruView shall ensure that it has made a clear and conspicuous disclosure in writing to the consumer that such a consumer report may be obtained for employment purposes.
3. **Pre-Adverse Action Disclosures** – In using a consumer report and/or investigative consumer report for employment purposes, before taking any adverse action based in whole or in part on the report, Client shall provide to the consumer to whom the report relates: (i) a copy of the report; and (ii) a description in writing of the rights of the consumer under the FCRA, as prescribed by the Federal Trade Commission under FCRA §609(c)(3) (the "Summary of Consumer Rights"), and any other notices required by applicable law.
4. **Adverse Action Disclosures** – After providing the consumer with the pre-adverse action disclosure described in paragraph 3 above, and after Client has given the consumer reasonable time to dispute the information contained in its consumer report/investigative consumer report, Client will, if intending to take adverse action, send the consumer a follow-up notification that the Client is taking adverse action (e.g., denying employment or promotion) based in whole or in part on the information contained in the report.
5. **Investigative Consumer Reports** – For each Investigative Consumer Report, as defined by the FCRA (e.g., professional reference check), that Client procures from TruView, Client agrees to comply with its obligations under FCRA §606(a) and (b), including without limitation the following:
 - a. clearly and accurately disclosing to the consumer that an Investigative Consumer Report including information as to the consumer's character, general reputation, personal characteristics, and mode of living, whichever are applicable, may be made, and such disclosure:
 - i. is made in writing mailed, or otherwise delivered, to the consumer not later than three days after the date on which the report was first requested; and
 - ii. includes a statement informing the consumer of his/her right to request the additional disclosures provided for under FCRA § 606(b) as set forth in (b.) below, and a written Summary of Consumer Rights; and
 - b. upon written request made by the consumer within a reasonable period of time after the receipt by him/her of the disclosure required in paragraph 6.a.i. above, Client will make a complete and accurate disclosure of the nature and scope of the investigation requested. The disclosure will be made in a writing mailed, or otherwise delivered, to the consumer not later than five days after the date on which the request for such disclosure was received from the consumer or such report was first requested, whichever is the later.

Client shall also review the Federal Trade Commission's "Notice to Users of Consumer Reports: Obligations of Users Under the FCRA," which is available at www.truviewbsi.com/resources.

Client will not, directly or indirectly, sell, transfer, disclose the contents of or distribute consumer reports/investigative consumer reports, in whole or in part, to any third party (other than to the applicable consumer), and Client shall use the consumer reports/investigative consumer reports solely as an end user. Client acknowledges TruView will not render any opinions regarding consumer report/investigative consumer report content, and Client will base its employment decisions on its own guidelines, policies and procedures. Any consultation and sample forms which may be provided by TruView shall be provided for informational purposes, and TruView shall not be deemed to be providing legal advice. TruView advises Client consult experienced counsel to ensure compliant procurement and use of consumer reports/investigative consumer reports.

Client shall maintain for a minimum of five (5) years copies of all pre-adverse/adverse action notices (as described above), and Client shall promptly make available to TruView for compliance auditing purposes such records and other related documentation reasonably requested.

Client agrees to release and hold TruView's information and verification service suppliers harmless from any direct losses, claims, damages, liabilities and expenses (collectively, "Losses") Client may have arising out of any action, claim, investigation, inquiry, arbitration or other proceeding related to or arising out of or in connection with this Agreement, except to the extent that any such Losses are found by a court of competent jurisdiction in a final, non-appealable judgment to have resulted from gross negligence or willful misconduct in the performance of their services under this Agreement.

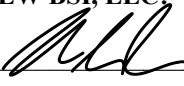
TruView will keep consumer reports/investigative consumer reports strictly confidential but reserves the right to disclose Client's information if required to do so by law or in the good faith belief that such action is reasonably necessary to (1) comply with legal process, (2) respond to any claims against it, or (3) protect the rights, property or personal safety of TruView and/or the public.

TruView may refuse to provide Services to Client due to any issue or perceived issue of security or, safety, or behavior/conduct which is or appears to be unlawful, unethical or immoral. Information provided by TruView shall be used in a lawful manner and shall not be used to cause any physical or emotional harm upon the subject of the investigation, or for harassment, stalking, intimidation, threatening or any other illegal purpose(s).

CLIENT: Pennsylvania Gaming Control Board

TRUVIEW BSI, LLC:

By: Claire B. Yantis Date: 2/13/2026

By:  Date: 2/11/26

Name: Claire B. Yantis
Title: Administrative Director

Name: Nicholas M. Auletta, CPP
Title: President