



OUR GOAL...
To help you find employees that best fit your

STATEMENT OF WORK

Company Name ND DOT

Company Representative Mike Gerhart

Check applicable boxes below (✓)

BACKGROUND INVESTIGATION AVAILABLE PACKAGES

- Basic
- Standard
- Customized
- Basic + Motor Vehicle (MVR)
- Standard + Motor Vehicle (MVR)

PRE-ADVERSE & ADVERSE ACTION

- GSN Templates
- Client Letters
- Electronic
- US Mail
- Overnight
- 5 Business Days
- Other

DRUG & ALCOHOL PROGRAM MANAGEMENT (DAPM)

TYPE OF SERVICE	DOT AGENCY	TYPE OF DRUG TEST	REASON FOR TESTING
<input type="checkbox"/> Drug Testing, MRO, & Lab	<input type="checkbox"/> FAA	<input type="checkbox"/> DOT	<input type="checkbox"/> Pre-employment
<input type="checkbox"/> Point of Collection Testing	<input type="checkbox"/> FMCSA	<input type="checkbox"/> Non-DOT	<input type="checkbox"/> Random
<input type="checkbox"/> Hair Testing	<input type="checkbox"/> FRA	<input type="checkbox"/> Panel (detailed on page 7)	<input type="checkbox"/> Reasonable Cause
<input type="checkbox"/> Alcohol Testing	<input type="checkbox"/> FTA	TYPE OF ALCOHOL TEST	<input type="checkbox"/> Post Accident
<input type="checkbox"/> Collection	<input type="checkbox"/> PHMSA	<input type="checkbox"/> DOT	<input type="checkbox"/> Periodic
<input type="checkbox"/> Administrative Services	<input type="checkbox"/> USCG	<input type="checkbox"/> Non-DOT	<input type="checkbox"/> Return-to-Duty
<input type="checkbox"/> MRO Services			<input type="checkbox"/> Other

- OCCUPATIONAL MEDICINE** **ONLINE FILE MANAGEMENT** **TRAINING & EDUCATION/CONSULTING**

As an authorized representative of the Company, I have selected the predefined package(s), as listed within this Statement of Work, for the purpose of obtaining a Background Investigation, Drug & Alcohol Program Management, or other administrative services.

My signature and date below represents that I have reviewed the contents of this Statement of Work and hereby agree it accurately reflects the agreed upon services and related pricing.

Michael T Gerhart Jr
Company Representative Printed Name
Michael T Gerhart Jr
Company Representative Signature
Director, State Fleet
Title
4-18-20
Date

Alicia Bouchon
Prepared By - GSN Representative Printed Name
Alicia Bouchon Alicia Bouchon
GSN Representative Signature
01/08/2020
Date



PACKAGE NAME FMCSA Clearinghouse - Annual Query

\$5.00

- Alias or AKA-** Scope of Check: Open for Selection Comments:

- Civil Search-** Scope of Check: Open for Selection residence, education, employment; current name only; up to Open for Selection each additional is Open for Selection Government pass-through fees may apply and will be charged in addition to the package price noted. Comments:

- Commercial Driver's License Information System (CDLIS)**

- County Criminal Search-** Scope of Check: Open for Selection residence, education, employment; current name only; up to Open for Selection each additional is Open for Selection Government pass-through fees may apply and will be charged in addition to the package price noted. Comments:

- Credit Report-** Credit bureau pass-thru fees may apply and will be charged in addition to the package price noted.

- DOT Previous Employer (Safety History / Drug & Alcohol)-** Scope of Check: Open for Selection Open for Selection each additional is Open for Selection Comments:

- Education Verification-** Scope of Check: highest degree. Pass-through fees may apply and will be charged in addition to the package price noted.

- Electronic (Email) Pre-Adverse and Adverse Action Notification-** Client must supply their account number for payment of overnight delivery charges. U.S. mail is also available. Client chooses one notification method.

- Employment Verification-** Scope of Check: 7 year history; includes up to 3 previous employers; each additional employment verification is \$12.00. Pass-through fees may apply and will be charged in addition to the package price noted.

- Federal Criminal Search-** Scope of Check: Open for Selection residence, education, employment; current name only; up to Open for Selection each additional is Open for Selection Government pass-through fees may apply and will be charged in addition to the package price noted. Comments:

- Fraud and Abuse Control Information System (FACIS) Level III (includes OIG, GSA, and numerous other sanctioning sources)**

- Global Report (includes OFAC, Terror Watch List and Patriot Act Lists)-** This service helps impede terrorists by identifying individuals linked to terrorism or classified on government watch lists, improving compliance with the United States Patriot Act.

- Health & Human Services (HHS) / Office of Inspector General (OIG)-** This is a specialized database search for hospitals and health care organizations pertaining specifically to incidents of Medicare and Medicaid fraud. Exclusions include convictions for program related fraud, patient abuse, and default on health education assisted loans and licensing board actions.

- Motor Vehicle Report (MVR)-** Government pass-through fees may apply and will be charged in addition to the package price noted.

- National Criminal Record Search (NCRS) + Sex Offender (not sold separately)-** Scope of Check- current name only; if an incident is found on the NCRS, a county search is required by FCRA. Additional fees, as described under County Criminal Search, may apply.

- Professional License Verification, per verification-** Pass-thru fees may apply and will be charged in addition to the package price noted.

- Professional Reference – Standard Question Format**

- Social Security Trace Verification-** If additional address history locations are identified by this search, you have the discretion to add criminal searches for those locations at the A La Carte pricing plus applicable government pass-through fees.

- Statewide Criminal Search, where available-** Scope of Check: Open for Selection residence, education, employment; current name only; up to Open for Selection each additional is Open for Selection Government pass-through fees may apply and will be charged in addition to the package price noted. Comments:

- Workers' Compensation, where available & post-offer only-** Government pass-thru fees may apply and will be charged in addition to the package price noted.

ADDITIONAL COMMENTS • FMCSA Clearinghouse Limited Query – Scope of Check: searches for the presence of information in the driver's Clearinghouse record. If a limited query returns a result that there is information recorded in the Clearinghouse about the queried driver, a full query to access the detailed violation information is required. Driver consent is obtained by the employer. When Full Query is required rate is \$8 in lieu of \$5.

CUSTOMIZED PACKAGE – BACKGROUND SCREENING OPTIONS**\$19.00****PACKAGE NAME FMCSA New Hire**

- Alias or AKA-** Scope of Check: Open for Selection Comments:

- Civil Search-** Scope of Check: Open for Selection residence, education, employment; current name only; up to Open for Selection each additional is Open for Selection Government pass-through fees may apply and will be charged in addition to the package price noted. Comments:

- Commercial Driver's License Information System (CDLIS)**

- County Criminal Search-** Scope of Check: Open for Selection residence, education, employment; current name only; up to Open for Selection each additional is Open for Selection Government pass-through fees may apply and will be charged in addition to the package price noted. Comments:

- Credit Report-** Credit bureau pass-thru fees may apply and will be charged in addition to the package price noted.

- DOT Previous Employer (Safety History / Drug & Alcohol)-** Scope of Check: 3 year search, 2 employers; each additional is \$12.00 Comments: Includes Clearinghouse Full Query

- Education Verification-** Scope of Check: highest degree. Pass-through fees may apply and will be charged in addition to the package price noted.

- Electronic (Email) Pre-Adverse and Adverse Action Notification-** Client must supply their account number for payment of overnight delivery charges. U.S. mail is also available. Client chooses one notification method.

- Employment Verification-** Scope of Check: 7 year history; includes up to 3 previous employers; each additional employment verification is \$12.00. Pass-through fees may apply and will be charged in addition to the package price noted.

- Federal Criminal Search-** Scope of Check: Open for Selection residence, education, employment; current name only; up to Open for Selection each additional is Open for Selection Government pass-through fees may apply and will be charged in addition to the package price noted. Comments:

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- Workers' Compensation, where available & post-offer only-** Government pass-thru fees may apply and will be charged in addition to the package price noted.

ADDITIONAL COMMENTS



SUBSCRIBER USER AGREEMENT

AS REQUIRED BY THE FEDERAL FAIR CREDIT REPORTING ACT AND ITS STATE ANALOGUES

This Agreement is made by and between Global Safety Network, Inc. (GSN) and the Client named below:

Global Safety Network, Inc. 3590 S 42 nd Street Grand Forks, ND 58201 Toll Free: 866.792.9808 Local: 701.792.9808 Fax: 701.746.5914 www.globalsafetynetwork.com	Client Name North Dakota Department of Transportation Address 608 East Boulevard Ave City Bismarck State ND Phone # 701-328-2543 Email mgerhart@nd.gov Website www.dot.nd.gov/	Zip Code 58505 Fax #
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Nature of Client's Business/Industry:

1. CLIENT desires to use and purchase services of Global Safety Network, Inc. (GSN). CLIENT acknowledges and agrees that (a) GSN is considered a "Consumer Reporting Agency" as defined by the federal Fair Credit Reporting Act (15 U.S.C. 1681, *et seq.* as amended) and its state analogues (collectively, "FCRA"), (b) background investigation reports provided to CLIENT by GSN are considered "Consumer Reports" or "Investigative Consumer Reports," hereinafter referred to collectively as "Consumer Reports", (c) GSN must comply with FCRA and all other applicable federal and state laws, rules and regulations relating to the preparation and use of Consumer Reports ("*FCRA Regulations*") and (d) by using the services of GSN, CLIENT is considered a "User" of Consumer Reports and, therefore, also becomes subject to, and must comply with, *FCRA Regulations*.

CLIENT and GSN agree to bear their responsibilities as a User and a Consumer Reporting Agency, respectively, as set forth in *FCRA Regulations*. CLIENT hereby certifies and warrants that CLIENT will order and use Consumer Reports in full compliance with *FCRA Regulations* including, but not limited to, the following:

- A. CLIENT agrees that the information from the Consumer Reports provided by GSN will not be used in violation of any applicable federal or state equal employment opportunity law, rule or regulation.
- B. CLIENT agrees that Consumer Reports will be ordered and used solely in connection with employment (e.g., hiring, promotion, transfer, or security related matters) and/or credit transactions (e.g., property rental, club membership or business franchising), and will not be used for any other purpose(s).
- C. CLIENT agrees that it will order and use Consumer Reports solely in connection with transactions involving the consumer as to whom such information is sought and will not request or use such information for purposes prohibited by law.
- D. CLIENT agrees that all information from Consumer Reports shall be maintained by CLIENT in strict confidence and that distribution and review of all reports, whether oral or written, will be limited to those with a legitimate business need for the information, or as permitted or required by law. CLIENT specifically agrees not to disclose, sell or otherwise distribute to any third party any information received hereunder, except as required by law; provided, however, that CLIENT may share the contents of a Consumer Report with the consumer as long as it does so without charge to the consumer.
- E. CLIENT agrees to notify each applicant in a clear and conspicuous disclosure that a Consumer Report will be obtained. Such disclosure will be made in writing before the Consumer Report is ordered and the disclosure will be made in a document consisting solely of the disclosure or the disclosure and authorization.
- F. CLIENT agrees to obtain and to maintain a copy of for a minimum of 5 years, a signed disclosure and authorization from every person on whom a Consumer Report will be ordered and, upon request from GSN, to forward a copy of the authorization to GSN. CLIENT agrees that such authorization will be obtained and will be in CLIENT'S possession before GSN is directed to prepare a Consumer Report.
- G. CLIENT agrees that if adverse employment action is to be taken, based either in whole or in part on information provided by GSN in a Consumer Report, the CLIENT will comply with all applicable adverse action procedures as set

forth in *FCRA Regulations*. CLIENT will notify applicants/employees of their right to receive a copy of the Consumer Report, at no charge, within sixty (60) days of the decision.

- H. CLIENT acknowledges receipt of the attached "Notice to Users of Consumer Reports: Obligations of Users Under the FCRA" as prepared by the Federal Trade Commission.
 - I. CLIENT acknowledges receipt of the attached "A Summary of Your Rights Under the Fair Credit Reporting Act," hereinafter referred to as "Consumer Rights", as prepared by the Federal Trade Commission. CLIENT and GSN acknowledge that every Consumer Report sent to a consumer must include "A Summary of Your Rights Under the Fair Credit Reporting Act," hereinafter referred to as "Consumer Rights." CLIENT hereby relieves GSN of responsibility for attaching "Consumer Rights" to each Consumer Report sent to CLIENT. Further, CLIENT agrees to include in and attach to each Consumer Report received from GSN a copy of "Consumer Rights" whenever required by FCRA Regulations, and specifically when CLIENT is providing a copy of a Consumer Report to a consumer.
 - J. GSN will provide guidance on how to order, retrieve and understand consumer reports provided by GSN.
 - K. If hiring applicants to work in or that live in California, CLIENT acknowledges specific requirements imposed by the California Investigative Consumer Reporting Agencies Act and, that unless CLIENT has reason to believe the employee/applicant (consumer) is or has been engaged in criminal activity that is likely to result in loss to CLIENT or CLIENT has reasonable suspicion of other wrongdoing on part of employee/applicant, CLIENT agrees to:
 - i. Disclose to the employee/applicant in writing that an Investigative Consumer Report has been ordered, provide the name and address of GSN as preparing the Investigative Consumer Report, provide the nature and scope of the investigation requested.
 - ii. Provide to the employee/applicant Pre-Adverse Action and (if applicable) Adverse Action notice(s) as per Section 12952 to the Government Code. Additional guidance can be found on our website at www.globalsafetynetwork.com/background-checks-in-ca including a sample disclosure.
 - iii. Secure a release and authorization from the consumer each time an Investigative Consumer Report is requested.
 - L. If hiring applicants to work in or that live in the states of; Arizona, Colorado, Kansas, Maine, Maryland, Massachusetts, Minnesota, Nevada, New Hampshire, New Jersey, New York, Oklahoma, Oregon, Texas or Washington, CLIENT acknowledges specific requirements imposed by each state. Additional guidance can be found on our website at www.globalsafetynetwork.com/background-checks-in-states including sample disclosures.
 - M. If hiring applicants to work in or that live in Vermont, CLIENT acknowledges specific requirements imposed by the state and can be found at: <http://legislature.vermont.gov/statutes/section/09/063/02480e>. Additional guidance can be found on our website at www.globalsafetynetwork.com/background-checks-in-ve including a sample disclosure.
2. CLIENT acknowledges that special requirements are imposed by credit bureaus if CLIENT requests Consumer Reports that include consumer credit information and/or residential history (commonly referred to as "Trace" or "Header" information) linked to a consumer's Social Security Number (SSN). CLIENT therefore agrees:
- A. To make no employment decisions based solely on credit bureau alerts/warnings regarding addresses and/or SSN.
 - B. To ensure security programs and appropriate access requirements are in place, the purpose being to prevent unauthorized ordering, accessing and/or unauthorized viewing of consumer information; to inform all accessing employees that they may not access their personal information, information of friends and/or relatives, or any other person unless it is specifically for employment purposes of CLIENT.
3. CLIENT acknowledges that GSN has provided guidance and resources regarding consumer report retention and destruction practices as outlined by the *FCRA Regulations* and the Drivers Privacy Protection Act (DPPA). Further guidance is available online at the following:
- A. The Fair Credit Reporting Act ("FCRA"): <https://www.ftc.gov/enforcement/rules/rulemaking-regulatory-reform-proceedings/fair-credit-reporting-act>
 - B. The Drivers Privacy Protection Act: <http://www.accessreports.com/statutes/DPPA1.htm>
 - C. The Federal Trade Commission (FTC): <https://www.ftc.gov/tips-advice/business-center/guidance/disposing-consumer-report-information-rule-tells-how>

D. Further guidance is available at: <http://www.globalsafetynetwork.com/background-screening-faqs>

4. CLIENT and GSN acknowledge that under *FCRA Regulations*; Consumer Reports may be provided only to legitimate business entities. As a result, GSN will verify the legitimacy of prospective clients through banking and vendor references provided by CLIENT before services may commence. CLIENT may be required to provide additional documentation as part of this verification process. CLIENT is not obligated to provide requested identification; however, if required information is not provided, GSN reserves the right not to commence service.
5. GSN warrants to CLIENT to use commercially reasonable efforts to perform its obligations hereunder. CLIENT hereby acknowledges and agrees that GSN is conveying information gathered by GSN researchers and also provided to GSN by other sources and GSN cannot and will not under any circumstances or for any reason be an insurer or guarantor of the accuracy or reliability of the information in the Consumer Reports. THE WARRANTY IN THE FIRST SENTENCE OF THIS PARAGRAPH IS THE ONLY WARRANTY GSN HAS GIVEN CLIENT WITH RESPECT TO THE OBLIGATIONS OF GSN HEREUNDER AND SUCH WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, GSN MIGHT HAVE GIVEN CLIENT WITH RESPECT THERETO, INCLUDING, FOR EXAMPLE AND WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
6. Nothing contained in this Agreement shall be deemed to convey to CLIENT or to any other party any right, title or interest, including any patent, copyright or other proprietary right, in or to any tangible or intangible intellectual property of GSN including, but not limited to, the data stored in any database of GSN, which are and remain the exclusive property of GSN. CLIENT will not use, or permit its agents, employees, officers, directors, affiliates, representatives or independent contractors to use, the trademarks, service marks, logos, names or any other of GSN or its affiliates' proprietary designations, whether registered or unregistered, without the prior written consent of GSN.
7. Without limiting any of the foregoing, CLIENT acknowledges that it has had an opportunity to consult with its own legal counsel regarding the laws and regulations applicable to this Agreement and the use by CLIENT of Consumer Reports provided by GSN, including without limitation FCRA Regulations, and is solely responsible for its compliance therewith.
8. CLIENT agrees that this Agreement and the attachments hereto constitute all conditions of service and applies to all reports made by GSN to CLIENT regardless of which office of CLIENT requests and/or receives such reports. CLIENT further agrees that no changes to this Agreement may be made except by written consent of an authorized agent of GSN and an authorized agent of CLIENT.

Signature Section: Subscriber User Agreement

Global Safety Network, Inc.

Alicia Bouchon
Authorized Representative Signature

Alicia Bouchon
Printed Name

Vice President of Business Development
Title

3/2/2020
Date

Robin R Behborg
Authorized Representative Signature

Robin R Behborg
Printed Name

Deputy Director for Driver Safety
Title

4-29-2020
Date

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

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

The Fair Credit Reporting Act (FCRA), 15 U.S.C. §1681-1681y, requires that this notice be provided to inform users of consumer reports of their legal obligations. State law may impose additional requirements. The text of the FCRA is set forth in full at the Consumer Financial Protection Bureau's (CFPB) website at www.consumerfinance.gov/learnmore. At the end of this document is a list of United States Code citations for the FCRA. Other information about user duties is also available at the Bureau's website. **Users must consult the relevant provisions of the FCRA for details about their obligations under the FCRA.**

The first section of this summary sets forth the responsibilities imposed by the FCRA on all users of consumer reports. The subsequent sections discuss the duties of users of reports that contain specific types of information, or that are used for certain purposes, and the legal consequences of violations. If you are a furnisher of information to a consumer reporting agency (CRA), you have additional obligations and will receive a separate notice from the CRA describing your duties as a furnisher.

I. Obligations of All Users of Consumer Reports

A. Users Must Have a Permissible Purpose

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

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

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

B. Users Must Provide Certifications

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

C. Users Must Notify Consumers When Adverse Actions Are Taken

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

1. Adverse Actions Based on Information Obtained From a CRA

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

- The name, address, and telephone number of the CRA (including a toll-free telephone number, if it is a nationwide CRA) that provided the report.
- A statement that the CRA did not make the adverse decision and is not able to explain why the decision was made.
- A statement setting forth the consumer's right to obtain a free disclosure of the consumer's file from the CRA if the consumer makes a request within 60 days.
- A statement setting forth the consumer's right to dispute directly with the CRA the accuracy or completeness of any information provided by the CRA.

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

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

3. Adverse Actions Based on Information Obtained From Affiliates

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

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

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

E. Users Have Obligations When Notified of an Address Discrepancy

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

F. Users Have Obligations When Disposing of Records

Section 628 requires that all users of consumer report information have in place procedures to properly dispose of records containing this information. The Consumer Financial Protection Bureau, the Securities and Exchange Commission, and the banking and credit union regulators have issued regulations covering disposal. The Consumer Financial Protection Bureau's regulations may be found at www.consumerfinance.gov/learnmore.

II. Creditors Must Make Additional Disclosures

If a person uses a consumer report in connection with an application for, or a grant, extension, or provision of, credit to a consumer on material terms that are materially less favorable than the most favorable terms available to a substantial proportion of consumers from or through that person, based in whole or in part on a consumer report, the person must provide a risk-based pricing notice to the consumer in accordance with regulations prescribed by the Consumer Financial Protection Bureau.

Section 609(g) requires a disclosure by all persons that make or arrange loans secured by residential real property (one to four units) and that use credit scores. These persons must provide credit scores and other information about credit scores to applicants, including the disclosure set forth in Section 609(g)(1)(D) ("Notice to the Home Loan Applicant").

III. Obligations Of Users When Consumer Reports Are Obtained For Employment Purposes

A. Employment Other Than in the Trucking Industry

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

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

An adverse action notice also is required in employment situations if credit information (other than transactions and experience data) obtained from an affiliate is used to deny employment. Section 615(b)(2).

The procedures for investigative consumer reports and employee misconduct investigations are set forth below.

B. Employment in the Trucking Industry

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

IV. Obligations When Investigative Consumer Reports Are Used

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

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

V. Special Procedures for Employee Investigations

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

VI. Obligations Of Users Of Medical Information

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

VII. Obligations Of Users Of "Prescreened" Lists

The FCRA permits creditors and insurers to obtain limited consumer report information for use in connection with unsolicited offers of credit or insurance under certain circumstances. Section 603(l), 604(c), 604(e), and 615(d). This practice is known as "prescreening" and typically involves obtaining from a CRA a list of consumers who meet certain pre-established criteria. If any person intends to use prescreened lists, that person must (1) before the offer is made, establish the criteria that will be relied upon to make the offer and to grant credit or insurance, and (2) maintain such criteria on file for a three-year period beginning on the date on which the offer is made to each consumer. In addition, any user must provide with each written solicitation a clear and conspicuous statement that:

- Information contained in a consumer's CRA file was used in connection with the transaction.
- The consumer received the offer because he or she satisfied the criteria for credit worthiness or insurability used to screen for the offer.
- Credit or insurance may not be extended if, after the consumer responds, it is determined that the consumer does not meet the criteria used for screening or any applicable criteria bearing on credit worthiness or insurability, or the consumer does not furnish required collateral.
- The consumer may prohibit the use of information in his or her file in connection with future prescreened offers of credit or insurance by contacting the notification system established by the CRA that provided the report. This statement must include the address and the toll-free telephone number of the appropriate notification system.

In addition, once the Consumer Financial Protection Bureau by rule has established the format, type size, and manner of the disclosure required by Section 615(d), users must be in compliance with the rule. The CFPB's regulations will be at www.consumerfinance.gov/learnmore.

VIII. Obligations of Resellers

A. Disclosure and Certification Requirements

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

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

B. Reinvestigations by Resellers

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

any CRA notifies the reseller of the results of an investigation, the reseller must immediately convey the information to the consumer.

C. Fraud Alerts and Resellers

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

IX. Liability For Violations Of The FCRA

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

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

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

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

A Summary of Your Rights Under the Fair Credit Reporting Act

The federal Fair Credit Reporting Act (FCRA) promotes the accuracy, fairness, and privacy of information in the files of consumer reporting agencies. There are many types of consumer reporting agencies, including credit bureaus and specialty agencies (such as agencies that sell information about check writing histories, medical records, and rental history records). Here is a summary of your major rights under FCRA. **For more information, including information about additional rights, go to www.consumerfinance.gov/learnmore or write to: Consumer Financial Protection Bureau, 1700 G Street N.W., Washington, DC 20552.**

- **You must be told if information in your file has been used against you.** Anyone who uses a credit report or another type of consumer report to deny your application for credit, insurance, or employment – or to take another adverse action against you – must tell you, and must give you the name, address, and phone number of the agency that provided the information.
- **You have the right to know what is in your file.** You may request and obtain all the information about you in the files of a consumer reporting agency (your “file disclosure”). You will be required to provide proper identification, which may include your Social Security number. In many cases, the disclosure will be free. You are entitled to a free file disclosure if:
 - a person has taken adverse action against you because of information in your credit report;
 - you are the victim of identity theft and place a fraud alert in your file;
 - your file contains inaccurate information as a result of fraud;
 - you are on public assistance;
 - you are unemployed but expect to apply for employment within 60 days.

In addition, all consumers are entitled to one free disclosure every 12 months upon request from each nationwide credit bureau and from nationwide specialty consumer reporting agencies. See www.consumerfinance.gov/learnmore for additional information.

- **You have the right to ask for a credit score.** Credit scores are numerical summaries of your credit-worthiness based on information from credit bureaus. You may request a credit score from consumer reporting agencies that create scores or distribute scores used in residential real property loans, but you will have to pay for it. In some mortgage transactions, you will receive credit score information for free from the mortgage lender.
- **You have the right to dispute incomplete or inaccurate information.** If you identify information in your file that is incomplete or inaccurate, and report it to the consumer reporting agency, the agency must investigate unless your dispute is frivolous. See www.consumerfinance.gov/learnmore for an explanation of dispute procedures.
- **Consumer reporting agencies must correct or delete inaccurate, incomplete, or unverifiable information.** Inaccurate, incomplete, or unverifiable information must be removed or corrected, usually within 30 days. However, a consumer reporting agency may continue to report information it has verified as accurate.
- **Consumer reporting agencies may not report outdated negative information.** In most cases, a consumer reporting agency may not report negative information that is more than seven years old, or bankruptcies that are more than 10 years old.
- **Access to your file is limited.** A consumer reporting agency may provide information about you only to people with a valid need – usually to consider an application with a creditor, insurer, employer, landlord, or other business. The FCRA specifies those with a valid need for access.

- **You must give your consent for reports to be provided to employers.** A consumer reporting agency may not give out information about you to your employer, or a potential employer, without your written consent given to the employer. Written consent generally is not required in the trucking industry. For more information, go to www.consumerfinance.gov/learnmore.
- **You may limit “prescreened” offers of credit and insurance you get based on information in your credit report.** Unsolicited “prescreened” offers for credit and insurance must include a toll-free phone number you can call if you choose to remove your name and address from the lists these offers are based on. You may opt out with the nationwide credit bureaus at 1-888-5-OPTOUT (1-888-567-8688).
- The following FCRA right applies with respect to nationwide consumer reporting agencies:

CONSUMERS HAVE THE RIGHT TO OBTAIN A SECURITY FREEZE

You have a right to place a “security freeze” on your credit report, which will prohibit a consumer reporting agency from releasing information in your credit report without your express authorization. The security freeze is designed to prevent credit, loans, and services from being approved in your name without your consent. However, you should be aware that using a security freeze to take control over who gets access to the personal and financial information in your credit report may delay, interfere with, or prohibit the timely approval of any subsequent request or application you make regarding a new loan, credit, mortgage, or any other account involving the extension of credit.

As an alternative to a security freeze, you have the right to place an initial or extended fraud alert on your credit file at no cost. An initial fraud alert is a 1-year alert that is placed on a consumer’s credit file. Upon seeing a fraud alert display on a consumer’s credit file, a business is required to take steps to verify the consumer’s identity before extending new credit. If you are a victim of identity theft, you are entitled to an extended fraud alert, which is a fraud alert lasting 7 years.

A security freeze does not apply to a person or entity, or its affiliates, or collection agencies acting on behalf of the person or entity, with which you have an existing account that requests information in your credit report for the purposes of reviewing or collecting the account. Reviewing the account includes activities related to account maintenance, monitoring, credit line increases, and account upgrades and enhancements.

- **You may seek damages from violators.** If a consumer reporting agency, or, in some cases, a user of consumer reports or a furnisher of information to a consumer reporting agency violates the FCRA, you may be able to sue in state or federal court.
- **Identity theft victims and active duty military personnel have additional rights.** For more information, visit www.consumerfinance.gov/learnmore.

States may enforce the FCRA, and many states have their own consumer reporting laws. In some cases, you may have more rights under state law. For more information, contact your state or local consumer protection agency or your state Attorney General. For information about your federal rights, contact:

TYPE OF BUSINESS:	CONTACT:
<p>1. a. Banks, savings associations, and credit unions with total assets of over \$10 billion and their affiliates</p> <p>b. Such affiliates that are not banks, savings associations, or credit unions also should list, in addition to the CFPB:</p>	<p>a. Consumer Financial Protection Bureau 1700 G Street, N.W. Washington, DC 20552</p> <p>b. Federal Trade Commission Consumer Response Center 600 Pennsylvania Avenue, N.W. Washington, DC 20580 (877) 382-4357</p>
<p>2. To the extent not included in item 1 above:</p> <p>a. National banks, federal savings associations, and federal branches and federal agencies of foreign banks</p> <p>b. State member banks, branches and agencies of foreign banks (other than federal branches, federal agencies, and Insured State Branches of Foreign Banks), commercial lending companies owned or controlled by foreign banks, and organizations operating under section 25 or 25A of the Federal Reserve Act.</p> <p>c. Nonmember Insured Banks, Insured State Branches of Foreign Banks, and insured state savings associations</p> <p>d. Federal Credit Unions</p>	<p>a. Office of the Comptroller of the Currency Customer Assistance Group 1301 McKinney Street, Suite 3450 Houston, TX 77010-9050</p> <p>b. Federal Reserve Consumer Help Center P.O. Box 1200 Minneapolis, MN 55480</p> <p>c. FDIC Consumer Response Center 1100 Walnut Street, Box #11 Kansas City, MO 64106</p> <p>d. National Credit Union Administration Office of Consumer Financial Protection (OCFP) Division of Consumer Compliance Policy and Outreach 1775 Duke Street Alexandria, VA 22314</p>
<p>3. Air carriers</p>	<p>Asst. General Counsel for Aviation Enforcement & Proceedings Aviation Consumer Protection Division Department of Transportation 1200 New Jersey Avenue, S.E. Washington, DC 20590</p>
<p>4. Creditors Subject to the Surface Transportation Board</p>	<p>Office of Proceedings, Surface Transportation Board Department of Transportation 395 E Street, S.W. Washington, DC 20423</p>
<p>5. Creditors Subject to the Packers and Stockyards Act, 1921</p>	<p>Nearest Packers and Stockyards Administration area supervisor</p>
<p>6. Small Business Investment Companies</p>	<p>Associate Deputy Administrator for Capital Access United States Small Business Administration 409 Third Street, S.W., Suite 8200 Washington, DC 20416</p>
<p>7. Brokers and Dealers</p>	<p>Securities and Exchange Commission 100 F Street, N.E. Washington, DC 20549</p>
<p>8. Federal Land Banks, Federal Land Bank Associations, Federal Intermediate Credit Banks, and Production Credit Associations</p>	<p>Farm Credit Administration 1501 Farm Credit Drive McLean, VA 22102-5090</p>
<p>9. Retailers, Finance Companies, and All Other Creditors Not Listed Above</p>	<p>Federal Trade Commission Consumer Response Center 600 Pennsylvania Avenue, N.W. Washington, DC 20580 (877) 382-4357</p>

**NORTH DAKOTA DEPARTMENT OF TRANSPORTATION
CONTRACT FOR PROCUREMENT**

REQUEST FOR PROPOSAL TITLE: FMCSA Drug and Alcohol Clearing House Registration

REQUEST FOR PROPOSAL NO.: APR-952-07

This agreement is entered into between the state of North Dakota, acting by and through its Director of Transportation, hereinafter referred to as NDDOT, whose address is 608 East Boulevard Avenue, Bismarck, North Dakota, and Global Safety Network, Inc, hereinafter referred to as the Contractor, whose address is 3590 S. 42nd St., Grand Forks, ND 58201.

In consideration of the mutual covenants herein set forth, NDDOT and the Contractor agree as follows:

1. That in consideration of the payments to be made by NDDOT, the Contractor agrees to provide the services and/or goods in accordance and in conformity with this contract, and any purchase orders issued as a result of this contract. The contract and any purchase orders are incorporated by reference herein.
2. NDDOT agrees to pay the Contractor for the work, when completed and accepted in accordance with this contract.
Payments are to be made upon presentation of an invoice by the Contractor, and by the terms of this contract.
3. The work shall be done pursuant to this contract, to the laws of the state of North Dakota, and to the satisfaction of NDDOT, in accordance with the rules and regulations made pursuant to state and federal law.
4. The Contractor, in employing and maintaining labor, shall do so in conformity with state and federal law and this contract.
5. Payments by NDDOT beyond the current state biennium shall be contingent on sufficient funds being appropriated by the Federal Government or State Legislature for the Department. In the event of insufficient appropriations in future bienniums, NDDOT may give a minimum of 30 days notice to terminate this agreement/contract and have no further obligation to the Contractor.
6. All work products and copyrights of the contract which result from this contract are the exclusive property of NDDOT.
7. Notwithstanding any rules regarding the choice of law or venue, it is agreed by the parties that this contract shall be governed by and construed in accordance with applicable Federal Law and the laws of the state of North Dakota, at the time this contract was executed. All disputes arising from this agreement shall be brought in the South Central District Court of the state of North Dakota.
8. This agreement constitutes the entire agreement between the parties. No waiver, consent, modification, or change of terms of this agreement shall bind either party unless in writing and signed by both parties. Such waiver, consent, modification, or change, if made, shall be effective only in the specific instance and for the specific purpose given. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this agreement. The Contractor, by the signature below of its authorized representative, hereby acknowledges that the Contractor has read this agreement, understands it, and agrees to be bound by its terms and conditions.



9. The terms of this agreement shall not be waived, altered, modified, supplemented, or amended, in any manner whatsoever, except by written instrument signed by the parties.
10. The Contractor shall not assign any portion of the work under this agreement, execute any contract, or obligate itself in any manner with a third party with respect to its rights and responsibilities to this agreement without written consent of NDDOT. Any agreement with a subcontractor does not create a contractual relationship between the NDDOT and the subcontractor.
11. The Contractor shall not assign nor transfer the contractor's interests or duties under this agreement without the express written consent of the state.
12. The Contractor agrees to comply with all applicable laws and rules, including, but not limited to, those relating to nondiscrimination, accessibility, and civil rights.
13. The Appendices A and E of the Title VI Assurances, attached, are hereby incorporated into and made a part of this agreement.
14. Termination
 - a. This contract may be terminated by mutual consent of both parties, or by either party upon 30 days' notice, in writing and delivered by certified mail or in person.
 - b. In addition, NDDOT may terminate this contract effective upon delivery of written notice to the Contractor, or at such later date as may be established by NDDOT, under any of the following conditions:
 - i. If NDDOT funding from federal, state, or other sources is not obtained and continued at levels sufficient to allow for purchase of the indicated quantity of services. The contract may be modified by agreement of the parties in writing to accommodate a reduction in funds.
 - ii. If federal or state regulations or guidelines are modified, changed, or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this contract or are no longer eligible for the funding proposed for payments authorized by this contract.
 - iii. If any license or certificate required by law or regulation to be held by the Contractor to provide the services required by the contract is for any reason denied, revoked, or not renewed.

Any such termination of this contract under (i), (ii), or (iii), above, shall be without prejudice to any obligations or liabilities of either party already accrued prior to such termination.

- c. NDDOT, by written notice to the Contractor, may terminate the whole or any part of this agreement.
 - i. If the Contractor fails to provide services called for by this contract within the time specified herein or any extension thereof; or
 - ii. If the Contractor fails to perform any of the other provisions of this contract, or so fails to pursue the work as to endanger performance of this contract in accordance with its terms, and after receipt of written notice from NDDOT, fails to correct such failures within ten days or such longer period as NDDOT may authorize.
15. The Risk Management Appendix, attached, is hereby incorporated into and made a part of this agreement.



16. This agreement becomes effective when all parties have signed and it shall terminate on December 31, 2021, This contract may be renewed upon satisfactory completion of the initial contract term. The NDDOT reserves the right to execute up to two options to renew this contract for a period of twelve (12) months each.

EXECUTED the date last below signed.

WITNESS:

Kathy Samdahl
NAME (TYPE OR PRINT)
Kathy Samdahl
SIGNATURE

To be signed by **Owner; Partner; Corp. Pres., Vice Pres., or other authorized Corp. Officer.** (If signed by other authorized Corp. Officer, please attach copy of Power of Attorney or other documentation showing authority to sign.)

CONTRACTOR:

Trisha Robertson
NAME (TYPE OR PRINT)
Trisha Robertson
SIGNATURE

President
TITLE
4/10/2020
DATE

WITNESS:

LAUREEN M. MARTIN
NAME (TYPE OR PRINT)
Laureen M. Martin
SIGNATURE

NORTH DAKOTA
DEPARTMENT OF TRANSPORTATION

Robin R. Rehborg
DIRECTOR (TYPE OR PRINT)
Robin R. Rehborg
SIGNATURE
4-29-2020
DATE

APPROVED as to substance by:

Michael T Gerhart Jr.
DIVISION DIRECTOR (TYPE OR PRINT)
Michael T Gerhart Jr.
SIGNATURE
4-18-20
DATE

CLA 1043 (Div. 50)
L.D. Approved 2-17-05; 10-14; C.M. 04/02/2020

APPROVED as to execution this
30th day of April 2020
ATTORNEY GENERAL
By [Signature]
SPECIAL ASST. ATTORNEY GENERAL



16. This agreement becomes effective when all parties have signed and it shall terminate on December 31, 2021, This contract may be renewed upon satisfactory completion of the initial contract term. The NDDOT reserves the right to execute up to two options to renew this contract for a period of twelve (12) months each.

EXECUTED the date last below signed.

WITNESS:

Kathy Sandahl
NAME (TYPE OR PRINT)
Kathy Sandahl
SIGNATURE

To be signed by Owner; Partner; Corp. Pres., Vice Pres., or other authorized Corp. Officer. (If signed by other authorized Corp. Officer, please attach copy of Power of Attorney or other documentation showing authority to sign.)

CONTRACTOR:

Trisha Robertson
NAME (TYPE OR PRINT)
Trisha Robertson
SIGNATURE

President
TITLE
4/10/2020
DATE

WITNESS:

NAME (TYPE OR PRINT)

SIGNATURE

NORTH DAKOTA
DEPARTMENT OF TRANSPORTATION

DIRECTOR (TYPE OR PRINT)

SIGNATURE

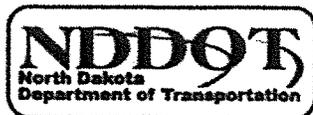
DATE

APPROVED as to substance by:

Michael T Gerhart Jr.
DIVISION DIRECTOR (TYPE OR PRINT)
M T Gerhart Jr
SIGNATURE
4-18-20
DATE

CLA 1043 (Div. 50)
L.D. Approved 2-17-05; 10-14; C.M. 04/02/2020

Digitally signed by Sauer, Shannon L. Date: 2020.04.20 13:40:54 -05'00'



**NORTH DAKOTA DEPARTMENT OF TRANSPORTATION
APPENDIX A OF THE TITLE VI ASSURANCES**

During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the Contractor) agrees as follows:

1. Compliance with Regulations: The Contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, the Federal Highway Administration, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. Non-discrimination: The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
3. Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding, or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the Contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
4. Information and Reports: The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the Federal Highway Administration to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the Recipient or the Federal Highway Administration as appropriate, and will set forth what efforts it has made to obtain the information.
5. Sanctions for Noncompliance: In the event of a contractor's noncompliance with the Nondiscrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:
 - a. withholding payments to the Contractor under the contract until the Contractor complies; and/or
 - b. cancelling, terminating, or suspending a contract, in whole or in part.
6. Incorporation of Provisions: The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the Recipient or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.



**NORTH DAKOTA DEPARTMENT OF TRANSPORTATION
APPENDIX E OF THE TITLE VI ASSURANCES**

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the Contractor) agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

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



**SPECIFICATIONS FOR
Federal Motor Carrier Safety Administration Clearinghouse for
State Employees who operate vehicles requiring Commercial Drivers Licenses'**

North Dakota Department of Transportation

North Dakota Department of Transportation, State Fleet Services Division, hereinafter referred to as NDDOT, will contract for program provisions providing compliance of Federal Motor Carrier Safety Administration Clearinghouse requirements for state employees in safety-sensitive positions which require a commercial driver's license (CDL) in the operation of a Fleet Services vehicle.

The State Fleet Services Division of NDDOT provides licensed motor vehicles for all State Agencies and Institutions. The contractor will be required to conduct background screenings including new hires and annual queries for employees in safety sensitive positions requiring a CDL to operate a vehicle. It is estimated that the number of employees required to be queried will range from 300 to 600. The employee pool is comprised of NDDOT employees as well as other State Agency and Institution employees.

The Commercial Driver's License Drug and Alcohol Clearinghouse has mandated new regulations from the Moving Ahead for Progress in the 21st Century Act effective January 6, 2020 which are specific to a clearing house data base. The contract will incorporate these new rules.

The FMCSA Drug and Alcohol Clearinghouse

The Commercial Driver's License (CDL) Drug and Alcohol Clearinghouse was mandated by the Moving Ahead for Progress in the 21st Century Act. The clearinghouse is a secure online database that will give employers, FMCSA, State Driver Licensing Authorities, and State law enforcement personnel real time information about CDL driver drug and alcohol program violations, thereby enhancing safety on our nation's roadways.

The clearinghouse regulations took effect on **January 6, 2020**. There are no changes to any existing alcohol or drug testing requirements in the US FMCSA procedures for transportation drug and alcohol testing.

All motor carrier employers, CMV drivers, Third Party Administrators (TPAs), Medical Review Officers (MRO), and Substance abuse professionals (SAP) must register at the clearinghouse website- <https://clearinghouse.fmcsa.dot.gov> .

Seasonal Temporary NDDOT Employees: NDDOT uses seasonal temporary employees, which could add 25 to 50 employees to the pool, depending on the time of the year.

Testing Pool: The NDDOT has 8 districts and 64 rural sections with 1 to 4 employees per rural section. The following numbers of NDDOT employees (approximate) are currently subject to alcohol and drug testing under the Omnibus Transportation Employee Testing Act of 1991, which became effective January 1, 1995.

District headquarters, including shop mechanics and flight operations- 8 cities	191
Rural sections - 64 cities	265

The following table estimates the number of drivers in the testing pool from NDDOT, State Agencies and Institutions.

Location	State Agency Table	CDL Drivers
MULTIPLE LOCATIONS	Dept. of Transportation	445
	Game and Fish Dept	21
BISMARCK	Flight Operations	11
	Public Service Commission	1
	Rough Rider Industries	2
	State Water Commission	5
GRAFTON	Life Skills and Transition Center	3
JAMESTOWN	State Hospital	6
LISBON	Veterans Home	1
STATEWIDE	ND University System	57
BOTTINEAU	Forest Service	2

Contract Volume: The following shows the actual drug and alcohol tests administered during the calendar years of 2017 & 2018:

<u>TEST YEAR</u>	<u>UA DRUG SCREENS</u>	<u>ALCOHOL SCREENS</u>
2017	211	59
2018	212	65

Vendor Requirements: (SAME AS TPA) It is expected that contractors will meet every specification outlined herein. Any offeror who cannot meet any of the specifications must identify deviations and submit a written explanation for the variance. Submittals which do not meet the intent and requirements of this specification may be considered non-responsive.

1. The vendor must have the ability to manage the volume of employees in the testing pool of NDDOT, State Agency, and Institution employees.
2. The vendor must meet all requirements of 49 CFR (Code of Federal Regulations) 40, 391, 392, and 395 and 49 CFR 382 Subpart C (Tests Required) and Subpart D (Handling of Test Results, Record Retention, and Confidentiality.)
3. The vendor must bill each State Agency and Institution separately for services performed.
4. Prices must be entered on this form. All pages of this bid document must be returned.
5. **The vendor must meet all third-party responsibilities listed below.**

The following lists responsibilities required of all parties:

Employer responsibilities:

1. Registration: provide contact information, USDOT number, and names of authorized users.
2. Perform full queries on all pre-employment drivers.
3. Perform annual limited queries on all current employees. If the limited query reveals any activity, the employer must obtain a full query within 24 hours. If unable to obtain the full query within 24 hours must take the driver off any safety-sensitive duties until the query is obtained and there are no outstanding drug or alcohol violations.
4. Must obtain consents for the queries: general consent for limited queries and driver specific electronic consent for full queries.
5. Report the following to the clearinghouse by the third business day after they obtained the following information:
 - a) Alcohol confirmation tests with a concentration of 0.04 or greater
 - b) Refusal to take an alcohol test as required by regulation
 - c) A negative return to duty test result
 - d) A refusal to test in accordance to the regulation
 - e) A report that the driver has completed all follow-up tests as prescribed by the SAP
 - f) On duty alcohol use
 - g) Pre-duty alcohol use
 - h) Alcohol use following an accident
 - i) Controlled substance abuse
6. Owner/operators must designate a Third Party Administrator to manage the clearinghouse reporting requirements related to drug and alcohol violations

Driver Responsibilities:

1. Must register with the clearinghouse
2. Must consent to full query requests
3. Once a drug or alcohol violation occurs must select an SAP and enter the return to duty process
4. Must provide a CDL number and state of issuance at the time of alcohol or drug testing
5. May query the clearinghouse to review their record at any time free of any cost
6. May request incorrect information be corrected with appropriate documentation supporting the requested change

TPA Responsibilities:

1. Must register with the clearinghouse
2. Must be designated by the employer as their TPA before accessing the clearinghouse on their behalf
3. May perform the duties required of the employer once designated

MRO Responsibilities:

1. Register with the clearinghouse
2. Must report the following within 2 business days of drug test verification:
 - a. Positive drug tests
 - b. Adulterated drug tests
 - c. Substituted drug test
 - d. MRO determined refusal to test
3. Must report any changes to verified tests within one business day of making the result change
4. Obtain the CDL number and state of issuance if not listed on the chain and custody form
5. Must report violations even if the driver has not registered with the clearinghouse

SAP Responsibilities:

1. Register with the clearinghouse
2. Must be selected by the driver before entering any information on the clearinghouse
3. Must report the identification of the driver and the date the initial assessment was started
4. Must report successful completion of treatment and/or education and determination that the driver is eligible for the return to duty testing on the day following making that determination.

Fees for These Services are as Follows

- | | |
|--|---------|
| 1. DOT Previous Employer (Safety History / Drug & Alcohol)- Scope of Check: 3 year search,
2 employers; Comments: Includes Clearinghouse Full Query | \$19.00 |
| 1a. Each additional employer search: | \$12.00 |
| 2. FMCSA Clearinghouse Limited Query – Scope of Check. Searches for the presence of information in
the driver’s Clearinghouse record. | \$5.00 |
| 2a. If a limited query returns a result that there is information recorded in the Clearinghouse about the
queried driver, a full query to access the detailed violation information is required. When Full Query is
required the cost is an additional | \$8.00 |

Risk Management Appendix

Service Contracts with Private Individuals, Companies, Corporations, Etc.:

Contractor agrees to defend, indemnify, and hold harmless the state of North Dakota, its agencies, officers and employees (State), from and against claims based on the vicarious liability of the State or its agents, but not against claims based on the State's contributory negligence, comparative and/or contributory negligence or fault, sole negligence, or intentional misconduct. The legal defense provided by Contractor to the State under this provision must be free of any conflicts of interest, even if retention of separate legal counsel for the State is necessary. Contractor also agrees to defend, indemnify, and hold the State harmless for all costs, expenses and attorneys' fees incurred if the State prevails in an action against Contractor in establishing and litigating the indemnification coverage provided herein. This obligation shall continue after the termination of this agreement.

Contractor shall secure and keep in force during the term of this agreement, from insurance companies, government self-insurance pools or government self-retention funds authorized to do business in North Dakota, the following insurance coverages:

- 1) **Commercial general liability and automobile liability** insurance – minimum limits of liability required are **\$250,000 per person and \$1,000,000 per occurrence.**
- 2) **Workers compensation** insurance meeting all statutory limits.
- 3) The State of North Dakota, its agencies, officers, and employees (State) shall be endorsed as an **additional insured** on the commercial general liability and automobile liability policies. The State of North Dakota shall have all the benefits, rights and coverages of an additional insured under these policies that shall not be limited to the minimum limits of insurance required by this agreement or by the contractual indemnity obligations of the Contractor.
- 4) Said endorsements shall contain a **“Waiver of Subrogation”** in favor of the state of North Dakota.
- 5) The policies and endorsements may not be canceled or modified without **thirty (30) days prior written notice** to the undersigned State representative.

Contractor shall furnish a certificate of insurance evidencing the requirements in 1, 3, and 4, above to the undersigned State representative prior to commencement of this agreement.

The State reserves the right to obtain complete, certified copies of all required insurance documents, policies, or endorsements at any time. Any attorney who represents the State under this contract must first qualify as and be appointed by the North Dakota Attorney General as a Special Assistant Attorney General as required under N.D.C.C. Section 54-12-08.

When a portion of a Contract is sublet, the Contractor shall obtain insurance protection (as outlined above) to provide liability coverage to protect the Contractor and the State as a result of work undertaken by the Subcontractor. In addition, the Contractor shall ensure that any and all parties performing work under the Contract are covered by public liability insurance as outlined above. All Subcontractors performing work under the Contract are required to maintain the same scope of insurance required of the Contractor. The Contractor shall be held responsible for ensuring compliance with those requirements by all Subcontractors.

Contractor's insurance coverage shall be primary (i.e., pay first) as respects any insurance, self-insurance or self-retention maintained by the State. Any insurance, self-insurance or self-retention maintained by the State shall be excess of the Contractor's insurance and shall not contribute with it. The insolvency or bankruptcy of the insured Contractor shall not release the insurer from payment under the policy, even when such insolvency or bankruptcy prevents the insured Contractor from meeting the retention limit under the policy. Any deductible amount or other obligations under the policy(ies) shall be the sole responsibility of the Contractor. This insurance may be in a policy or policies of insurance, primary and excess, including the so-called umbrella or catastrophe form and be placed with insurers rated "A-" or better by A.M. Best Company, Inc. The State will be indemnified, saved, and held harmless to the full extent of any coverage actually secured by the Contractor in excess of the minimum requirements set forth above.

RM Consulted 2007
Revised 11-19





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
2/26/2020

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

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

PRODUCER Vaaler Insurance Inc PO Box 12848 Grand Forks, ND 58208-2848	CONTACT NAME: PHONE (A/C, No, Ext): (701) 775-3131 E-MAIL ADDRESS: hziegler@vaaler.com	FAX (A/C, No): (701) 775-4020
	INSURER(S) AFFORDING COVERAGE	
INSURED Global Safety Network Inc Global Employment Screening Inc 3590 South 42nd Street Grand Forks, ND 58201	INSURER A: Employers Mutual Casualty Company	
	INSURER B: Cincinnati Insurance Company	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X	X	3X30894	9/15/2019	9/15/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	X	X	3X30894	9/15/2019	9/15/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			EUP0229403	1/22/2020	1/22/2021	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	ND Stop Gap			3X30894	9/15/2019	9/15/2020	Aggregate \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER ND Dept of Transportation Sean Lackner Financial Management Division 608 E Boulevard Ave Bismarck, ND 58505	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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April 9, 2020

Global Safety Network, Inc
3590 S 42nd St.
Grand Forks, ND 58201

Dear Contractor:

You have submitted to the North Dakota Department of Transportation (NDDOT), in connection with your certificate of insurance, additional pages or language on the certificate which either purports to limit or qualify the information reflected on the certificate of insurance or which purports to change, modify or amend your company's insurance policies. NDDOT policy is to not solicit, review or approve contractors' insurance policies, endorsements or amendments to insurance policies, or insurance documents other than properly completed certificates of insurance. NDDOT contracts specify that contractors are responsible for acquiring and maintaining specified coverages and proof of insurance.

Please have a company executive authorized to execute contract documents sign and date the statement below attesting that your company has insurance coverage consistent with the contract provisions and return it back to us.

Be advised that execution of this contract will be delayed until these issues have been resolved.

Sincerely,

Vanessa Brosten, Purchasing Agent II
Financial Management Division

Global Safety Network, Inc. hereby states that the company has, and will maintain in force, insurance coverages (including proof of coverages) consistent with the contract specifications.

Date 4/10/2020

Trisha Robertson, President
Type or Print Name & Title


Signature