



AMENDMENT OF SOLICITATION / MODIFICATION OF CONTRACT			1. Contract Number CFOPD-21-C-025		Page of Pages 1 1						
2. Amendment/Modification Number Modification 1		3. Effective Date See 16 C below		4. Requisition/Purchase Request No.		5. Solicitation Caption Background Screening Services					
6. Issued by: Office of the Chief Financial Officer Office of Contracts 1100 4 th Street, S.W. Suite E620 Washington, D.C. 20024 202-442-7012 (main)				Code			7. Administered by (If other than line 6)				
8. Name and Address of Contractor (No. street, city, county, state and zip code) TruView Background Screening & Investigations 25Newbridge Rd, Suite 210 Hicksville, NY 11801 Attn: Nicholas M. Auletta, President nmaulettaQ@truviewbsi.com 516-289-0273 Code Facility				9A. Amendment of Solicitation No.							
				9B. Dated (See Item 11)							
				X				10A. Modification of Contract/Order No. CFOPD-21-C-025			
								10B. Dated (See Item 13) August 27, 2021			
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS											
<input type="checkbox"/> The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended. <input type="checkbox"/> is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) BY separate letter or fax which includes a reference to the solicitation and amendment number. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such may be made by letter or fax, provided each letter or telegram makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.											
12. Accounting and Appropriation Data (If Required)											
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14											
X A. This change order is issued pursuant to (Specify Authority): 27 DCMR Section 3601.2(c) and Section 1.8 Changes of the Contract The changes set forth in Item 14 are made in the contract/order no. in item 10A.											
B. The above numbered contract/order is modified to reflect the administrative changes (such as changes in paying office, appropriation data etc.) set forth in item 14, pursuant to the DC Financial Responsibility and Management Assistance Authority.											
C. This supplemental agreement is entered into pursuant to authority of:											
D. Other (Specify type of modification and authority)											
E. IMPORTANT: Contractor <input type="checkbox"/> is not <input checked="" type="checkbox"/> is required to sign this document or return any copies to the issuing office.											
14. Description of Amendment/Modification (Organized by UCF Section headings, including solicitation/contract subject matter where feasible.)											
A. The above referenced contract is hereby modified to add Attachment J.5, TruView BSI End User Agreement to Section J.											
B. All other terms and conditions shall remain unchanged.											
Except as provided herein, all terms and conditions of the document is referenced in Item 9A or 10A remain unchanged and in full force and effect.											
15A. Name and Title of Signer (Type or print) NICHOLAS M. AULETTA, PRESIDENT				16A. Name of Contracting Officer Dorothy Whisler Fortune, Esq., CPPO, Drakus Wiggins, CPPB, CPPO or Anthony A. Stover, CPPO							
15B. Name of Contractor TRUVIEW BSI, LLC 		15C. Date Signed 28 SEP 2021		16B. District of Columbia 		16C. Date Signed 09/29/2021					
(Signature of person authorized to sign)				(Signature of Contracting Officer)							



END USER AGREEMENT

Client Name: Office of Integrity and Oversight

Client Address: 1100 4th Street SW, Suite E750
Washington, DC 20024

Type of Business: Government of the District of Columbia

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.

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



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.

Rest of page intentionally left blank.



FOR ACCESS TO CONSUMER CREDIT REPORTS FOR EMPLOYMENT PURPOSES:

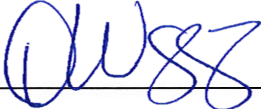
1. End User shall request Consumer Report for Employment Purposes pursuant to procedures prescribed by Reseller from time to time only when it is considering the individual inquired upon for employment, promotion, reassignment or retention as an employee, and for no other purpose. End User shall comply 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.

Rest of page intentionally left blank.



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: 

Date: 09/29/2021

Printed Name: Drakus Wiggins

Title: Contracting Office