



# Rate Confirmation Load 30487740

Send invoices to:  
[CarrierInvoices@coyote.com](mailto:CarrierInvoices@coyote.com)  
960 Northpoint Parkway  
Suite 150  
Alpharetta, GA 30005

877-6COYOTE  
(877-626-9683)

## Cust Requirements

Equipment	Van, Reefer, 48' x 102'
Pre Cooled Temp	None
Load Temp	None
Tarps	Undefined
Value	\$100,000

## Booked By

India Wymes  
[India.Wymes@coyote.com](mailto:India.Wymes@coyote.com)  
Phone: +1 (847) 235 8235  
x90944  
Fax: None



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- Check in
- Submit paperwork

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droid or iPhone,  
at App Store or  
Google Play

## Load Requirements

Protect From Freeze Tech Tracking Required Seal

## Equipment Requirements

Food Grade 2 Load Locks 2 Load Straps Slidable Tandems

## Notes

All Van/Container loads MUST be sealed at origin either by shipper or driver with a seal number noted on bill of lading. The driver is responsible for re-sealing the trailer after each pickup/drop on a multi-stop shipment. In the event a shipment that was sealed at origin or after each additional pickup/drop arrives at the destination with a tampered seal or without the seal intact then (i) the Carrier shall be liable for any shortage or damage claims with respect to such shipment and (ii) the shipper shall have the right, in its sole discretion, to deem the entire shipment damaged, adulterated/contaminated and unsalvageable, without the need for any inspection and the Carrier shall be liable for the full value of the shipment. Carrier is required to weigh shipment within 50 miles of departing each shipper. If carrier fails to weigh shipment within 50 miles of departing each shipper, any citations/expenses incurred due to the equipment and/or shipment weight will be the carrier's sole responsibility. Carrier must meet and comply to shipper requirements at the facility. All drivers must wear masks or facial coverings to the extent required by laws or facilities. **Carrier must be in full compliance with the Food Safety Modernization Act (FSMA), if applicable. By accepting the shipment, Carrier agrees that the driver has consented to receiving text messages and/or phone calls from or on behalf of Coyote.**

Approval for payment of detention is contingent upon the following eligibility requirements:

- 1) Carrier must report facility departure time and total detention hours within 24 hours of shipment delivery at the final facility.
- 2) Carrier must provide proof of the on time arrival and departure times in the form of a BOL or other shipping document with arrival and departure times notated by facility within 24 hours of shipment delivery at final facility.

## PROTECT FROM FREEZE

## Route Directions

Carrier acknowledges that any routing instructions from the shipper herein are being provided for convenience only, and the Carrier may choose the route.

## Signature Line

By signing below, BRIGHT STAR LOGISTIC SOLUTIONS LLC agrees to the terms and conditions set forth below and provided herewith, if any.



# Rate Confirmation

## Load 30487740

### Stop 1: Pick Up

Pick Up 309115120; 405449767;  
Numbers 35218905

Confirmation None  
Numbers

Facility CAR Niagara  
CAROLINA

Address 2222 FLORENCE  
HARLLEE BLVD  
Florence, SC 29506

Contact Matt Garst  
Phone None

Appointment Scheduled For  
Mon 12/18/2023  
at 12:00

Driver Work  
No Touch

SLIC  
N/A

#### Facility Notes

Any tampering with the load including door removal, trailer changes, or seal infractions will result in a full truckload claim and ban from Coyote's network. Tracking device may be placed in trailer. High Visibility Gear Required at all Coca-Cola Shipping Facilities (vests, shirts, & jackets that cover the torso)

### Stop 1 Requirements

N/A

Commodity	Packaging	Load On	Exp Wt	Pieces	Pallets
Coca Cola Products	Pallet		41,427 Lbs	1,460	20

### Stop 2: Delivery

Delivery 4505227506  
Numbers

Confirmation None  
Numbers

Facility CCBCC Chester VA

Address 1400 DIGITAL DR  
Chester, VA 23836-2869

Contact None  
Phone +1 (111) 111 1111

Appointment Scheduled For  
Tue 12/19/2023  
at 07:30

Driver Work  
No Touch

SLIC  
N/A

#### Facility Notes

Driver must submit the Walmart/Sam's Club TCR when delivering into these facilities. Failure to provide may result in a claim. All lumpers must be submitted within 48 hours of delivery. If OSD occurs and carrier is instructed to destroy product, payment will not be processed until completed AOD is submitted.

### Stop 2 Requirements

Lumper Receipt Required

Commodity	Packaging	Load On	Exp Wt	Pieces	Pallets
Coca Cola Products	Pallet		41,427 Lbs	1,460	20

### Charges

Description	Units	Per	Amount
Flat Rate	1.00	\$606.690	\$606.69
Fuel Surcharge	281.00	\$0.510	\$143.31
Total			USD \$750.00

### Contact

Send invoices to:  
960 Northpoint Parkway  
Suite 150  
Alpharetta, GA 30005

Please contact Coyote  
at 877-626-9683 if the  
charges are incorrect.

[Load Number - 30487740]  
[Carrier Legal Name - BRIGHT STAR LOGISTIC SOLUTIONS LLC]  
[Carrier USDOT - 4083240]



# Rate Confirmation

## Load 30487740

### Agreement

Carrier BRIGHT STAR LOGISTIC SOLUTIONS LLC  
USDOT 4083240  
Phone +1 (617) 416 1026  
Email dispatch70brightstarsolutions@gmail.com  
Fax None

Broker Coyote Logistics, LLC  
Rep India Wymes  
Title Sales Rep  
Phone +1 (847) 235 8235 x90944  
Fax None  
Date 12/15/2023 09:22

*By signing below, BRIGHT STAR LOGISTIC SOLUTIONS LLC agrees to the terms and conditions set forth below and provided herewith, if any.*

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Name and Title (Print)

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Signature

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Date

**PLEASE SIGN THIS AGREEMENT AND EMAIL TO [India.Wymes@coyote.com](mailto:India.Wymes@coyote.com)**

Coyote Logistics, LLC is an Equal Opportunity Employer



## Terms and Conditions

The Broker-Carrier Agreement or Carrier Agreement (in each case, the "Agreement") between Coyote Logistics, LLC, a Licensed Property Broker - USDOT # 2236410, and BRIGHT STAR LOGISTIC SOLUTIONS LLC is amended by the verbal agreement between India Wymes of Coyote Logistics, LLC hereafter referred to as BROKER, and Xavier Viteri of BRIGHT STAR LOGISTIC SOLUTIONS LLC hereafter referred to as CARRIER, dated 12/15/2023.

This confirmation is subject to the terms of the Agreement and this document constitutes an amendment thereto. If the CARRIER has not signed the Agreement, then the rate shown above is the agreed individually negotiated rate and no other rate shall apply including any carrier tariff rate or terms.

THIS LOAD SHALL NOT BE DOUBLE BROKERED. No additional charges not listed above may be added by the CARRIER. Any additional charges must appear on a revised confirmation sheet signed by the BROKER. CARRIER must include signed copy of the shipper's bill of lading and any other proof of delivery with invoice to BROKER. Rates, except as specifically designated above, are inclusive of any fuel surcharge. CARRIER certifies that it is in compliance with all requirements of the California Air Resources Board (CARB) that are applicable to the scope of CARRIER's operations, including, but not limited to: Statewide Truck and Bus Regulations, Transport Refrigeration Unit (TRU) Regulations, Tractor-Trailer Greenhouse (GHG) Gas Regulations, and Drayage Truck Regulations. CARRIER also warrants that it is in compliance with any comparable requirements of the Environmental Protection Agency (EPA) and other states, where applicable. CARRIER shall be responsible for any fines imposed on BROKER and/or shipper resulting from noncompliance.

CARRIER hereby confirms that it maintains applicable and valid insurance without exclusions that would prevent coverage for the items listed above. CARRIER has at least \$100,000.00 in cargo insurance and \$1,000,000.00 in automobile liability coverage. CARRIER further confirms that in transporting the shipment described hereinabove, it will comply with all U.S. DOT and FDA regulations applicable to its operations while transporting said shipment, including, but not limited to drivers' hours of service, and the Food Safety Modernization Act (FSMA), if applicable. CARRIER agrees to the attached requirements from the shipper, if any.

### ALL LOADS ARE SUBJECT TO ELECTRONIC TRACKING

By accepting this shipment, CARRIER agrees that it has obtained a written agreement from each driver transporting a shipment tendered by BROKER to CARRIER pursuant to the Agreement in which each driver provides all necessary consents to (i) receiving text messages and/or phone calls from or on behalf of BROKER and (ii) allowing BROKER or its vendor to track such driver's location while transporting such shipment. CARRIER shall comply with all applicable laws relating to the collection, use, storage, retention, disclosure, and disposal of any information CARRIER provides to BROKER, including information regarding the drivers transporting shipments. CARRIER shall indemnify, defend, and hold BROKER and its affiliates harmless from and against any and all claims, damages, liabilities, losses, actions and expenses (including attorneys' fees) arising out of or in connection with CARRIER's breach of this Section. This Section shall survive the expiration or termination of the Agreement between BROKER and CARRIER.

### PROCESSING OF PERSONAL INFORMATION

With regard to personal information (information that describes, is capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular consumer, household, or device) and data and/or information submitted by or on behalf of BROKER in connection with the shipment, CARRIER will only use and process such data and/or information for the purpose of performing the services hereunder and in compliance with applicable law. With regard to personal information collected, received, or otherwise used or processed by CARRIER hereunder, CARRIER shall not:

- (i) Sell, rent, release, disclose, disseminate, make available, transfer, or otherwise communicate orally, in writing, or by electronic or other means, personal information to another business or a third party for monetary or other valuable consideration; or
- (ii) Retain, disclose, collect, sell, use, or otherwise process personal information for any purpose other than for the specific purpose of, and as necessary for, performing the services hereunder. For clarity, CARRIER may not retain, use, or disclose the personal information for any other commercial purposes or outside of the direct business relationship between CARRIER and BROKER.

CARRIER will notify BROKER promptly via email at [privacy@coyote.com](mailto:privacy@coyote.com) within 2 business days of any breach of the requirements under this heading (PROCESSING OF PERSONAL INFORMATION) of if it receives any inquiry, complaint, request or claim from an individual relating to personal information. CARRIER will notify BROKER by emailing [privacy@coyote.com](mailto:privacy@coyote.com) within 24 hours of any security incident of which CARRIER becomes aware which affects, or could reasonably be expected to affect, the confidentiality, integrity, or availability of BROKER's information systems or any personal information, data, and/or information submitted by or on behalf of Broker in connection with the shipment.

**Operating Parameters  
Coca-Cola Refreshments  
Topo Chico c/o Coca-Cola North America**

**Carrier shall adhere to the following customer requirements:**

**Supplier Guiding Principles.**

Carrier will develop and implement appropriate internal business processes to ensure compliance with these Supplier Guiding Principles ("SGP"), as described in more detail below. CCR routinely utilizes independent third parties to assess Carrier's compliance with the SGP. These assessments generally include confidential interviews with employees and on-site contract workers. If Carrier at any time fails to uphold any aspect of these SGP requirements, Carrier is expected to promptly implement corrective actions. Carrier has read, understands and is in, and will remain in, full compliance with all the requirements of CCR's SGP. Carrier shall (i) comply with all applicable child labor laws; (ii) not use forced, bonded, prison, military or compulsory labor; (iii) comply with all applicable laws on abuse of employees and will not physically abuse employees; (iv) comply with all applicable laws on freedom of association and collective bargaining; (v) comply with all applicable non-discrimination and equal opportunity laws; (vi) comply with all applicable wage and benefits laws; (vii) comply with all applicable work hours and overtime laws; (viii) comply with all applicable health and safety laws; (ix) comply with all applicable environmental laws; and (x) demonstrate compliance with these SGP at the request and to the satisfaction of CCR.

**Code of Business Conduct**

Carrier will comply with CCR's Code of Business Conduct attached hereto and set forth on The Coca-Cola Company's internet site at [http://www.thecoca-colacompany.com/citizenship/supplier\\_code.html](http://www.thecoca-colacompany.com/citizenship/supplier_code.html).

**Dr Pepper Snapple Group Firewall**

Carrier agrees to comply with all restrictions and obligations required by The Coca-Cola Company, CCR or CCRC relating to the use, disclosure, or receipt of any and all confidential Dr Pepper Snapple Group and Canada Dry Motts Inc. information.

**Anti-Bribery**

Carrier will not, in connection with this shipment or in connection with any other business transactions involving CCR, transfer anything of value, directly or indirectly, to any government official, employee of a government-controlled company, political party, or other private (non-government) persons or entities working on behalf of any government in order to obtain any improper benefit or advantage. No money paid to Carrier as compensation or otherwise has been or will be used to pay any bribe or kickback in violation of applicable laws. Carrier agrees to provide prompt certification of its continuing compliance with applicable laws whenever requested by CCR. Carrier warrants that none of the agents or employees of Carrier are government officials or close family members of government officials. Carrier further warrants that no payments will be made by Carrier on behalf of CCR without obtaining prior approval from CCR. A written accounting must be kept of all payments made by Carrier or its agents or employees on behalf of CCR, or out of funds provided by CCR. A copy of this accounting must be provided to CCR upon request. At no time shall any payment be made by Carrier to any undisclosed third party. CCR reserves the right to audit Carrier's books and records in order to satisfy itself that Carrier is in compliance with the terms of this Section.

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**Cross Border Shipments**

- (a) Carriers handling cross border Mexico shipments shall represent and warrant that they are either (1) CTPAT certified, (2) certified in a supply chain security program administered by a foreign Customs Administration for which CBP has a Mutual Recognition Agreement, or (3) if not certified in one of the aforementioned supply chain security programs,

has implemented and is complying with supply chain security policies and procedures that are consistent with the current CTPAT Minimum Security Criteria established by CBP. Carrier shall to agree to review and comply with the current CTPAT Minimum Security Criteria.

- (b) Carrier shall furnish to Broker, who will provide to Shipper, upon request, documentation regarding its status as a certified participant in a supply chain security program. This documentation shall demonstrate that such carrier is either (1) CTPAT certified, (2) certified in a supply chain security program administered by a foreign Customs Administration for which CBP has a Mutual Recognition Agreement, or (3) is not certified in a supply chain security program, but has implemented and is complying with supply chain security policies and procedures that meet the requirements of the CTPAT Minimum Security Criteria.
- (c) Carrier shall ensure that cargo is shipped through ports where the CBP Container Security Initiative is operational.
- (d) Shipper reserves the right to conduct audits and inspections of Carrier to ensure compliance with CTPAT Minimum Security Criteria. These audits and inspections will be conducted by Shipper personnel in conjunction with a third-party auditor selected by Shipper. Where a Shipper and third-party CTPAT compliance audit reveals compliance deficiencies or security breaches, Carrier will be subject to a corrective action plan and shall use commercially reasonable efforts to implement recommended corrective policies and procedures at its own expense within sixty (60) days from the date of the recommendation to ensure carrier compliance with the CTPAT Minimum Security Criteria. Carrier will provide Broker, who will provide to Shipper with reasonable evidence that the corrective action plan has been implemented.
- (e) Carrier shall notify Broker, who will notify Shipper in writing within twenty-four (24) hours of any supply chain security breach or threat of breach. In any case where the breach, or threat of breach, exposes Shipper to potential harm, Carrier shall notify Broker in writing immediately.

## Code of Business Conduct for Suppliers to The Coca-Cola Company

The Coca-Cola Company\* expects all of its employees to comply with the law and act ethically in all matters. We have the same expectations of our suppliers. Our Code of Business Conduct sets the basic standards for employee conduct. This Code of Business Conduct for Suppliers establishes related requirements for our suppliers. Working together, we can achieve great success by doing the right thing.

**Note:** This Code contains general requirements applicable to all suppliers to The Coca-Cola Company. Particular supplier contracts may contain more specific provisions addressing some of these same issues. Nothing in this Code is meant to supersede any more specific provision in a particular contract, and to the extent there is any inconsistency between this Code and any other provision of a particular contract, the other provision will control.

### Conflicts of Interest

Employees of The Coca-Cola Company should act in the best interest of the Company. Accordingly, employees should have no relationship, financial or otherwise, with any supplier that might conflict, or appear to conflict, with the employee's obligation to act in the best interest of The Coca-Cola Company. For example, suppliers should not employ or otherwise make payments to any employee of The Coca-Cola Company during the course of any transaction between the supplier and the Company. Friendships outside of the course of business are inevitable and acceptable, but suppliers should take care that any personal relationship is not used to influence the Coca-Cola employee's business judgment. If a supplier employee is a family relation (spouse, parent, sibling, grandparent, child, grandchild, mother- or father-in-law, or same or opposite sex domestic partner) to an employee of The Coca-Cola Company, or if a supplier has any other relationship with an employee of The Coca-Cola Company that might represent a conflict of interest, the supplier should disclose this fact to The Coca-Cola Company or ensure that the Coca-Cola employee does so.

### Gifts, Meals and Entertainment

Employees of The Coca-Cola Company are prohibited from accepting anything more than modest gifts, meals and entertainment from suppliers. Ordinary business meals and small tokens of appreciation such as gift baskets at holiday time generally are fine, but suppliers should avoid offering Coca-Cola employees travel, frequent meals or expensive gifts. Gifts of cash or cash equivalents, such as gift cards, are never allowed.

\* This document is applicable to suppliers of The Coca-Cola Company and its majority-owned subsidiaries. Use of the terms "The Coca-Cola Company" and "the Company" in this document refers to The Coca-Cola Company or one or more of its subsidiaries, whichever is relevant to the particular supplier relationship.

## Business and Financial Records

Both the supplier and The Coca-Cola Company must keep accurate records of all matters related to the supplier's business with The Coca-Cola Company. This includes the proper recording of all expenses and payments. If The Coca-Cola Company is being charged for a supplier employee's time, time records must be complete and accurate. Suppliers should not delay sending an invoice or otherwise enable the shifting of an expense to a different accounting period.

### Bribery

Suppliers acting on behalf of The Coca-Cola Company must comply with the U.S. Foreign Corrupt Practices Act, as well as all local laws dealing with bribery of government officials. In connection with any transaction as a supplier to The Coca-Cola Company, or that otherwise involves The Coca-Cola Company, the supplier must not transfer anything of value, directly or indirectly, to any government official, employee of a government-controlled company, or political party, in order to obtain any improper benefit or advantage. Suppliers must keep a written accounting of all payments (including any gifts, meals, entertainment or anything else of value) made on behalf of The Coca-Cola Company, or out of funds provided by The Coca-Cola Company. Suppliers must furnish a copy of this accounting to The Coca-Cola Company upon request.

### Protecting Information

Suppliers should protect the confidential information of The Coca-Cola Company. Suppliers who have been given access to confidential information as part of the business relationship should not share this information with anyone unless authorized to do so by The Coca-Cola Company. Suppliers should not trade in securities, or encourage others to do so, based on confidential information received from The Coca-Cola Company. If a supplier believes it has been given access to The Coca-Cola Company's confidential information in error, the supplier should immediately notify its contact at the Company and refrain from further distribution of the information.

Similarly, a supplier should not share with anyone at The Coca-Cola Company information related to any other company if the supplier is under a contractual or legal obligation not to share the information.

## Reporting Potential Misconduct

Suppliers who believe that an employee of The Coca-Cola Company, or anyone acting on behalf of The Coca-Cola Company, has engaged in illegal or otherwise improper conduct, should report the matter to the Company. The supplier can contact the employee's manager or The Coca-Cola Company Ethics & Compliance Office at +1-404-676-5579 or [compliance@na.ko.com](mailto:compliance@na.ko.com), or use the Company's EthicsLine reporting service at [www.KOethics.com](http://www.KOethics.com), or call toll-free using the access codes that can be found on the EthicsLine website. A supplier's relationship with The Coca-Cola Company will not be affected by an honest report of potential misconduct.

*The Coca-Cola Company*



PERSONNEL INTEGRITY ASSURANCE PROGRAM

VALUED-PARTNER PROGRAM & POLICY  
FOR

ATLANTA OFFICE COMPLEX (AOC)  
SUGAR LAND, TX, NORTH AMERICAN OFFICES,  
WORLD OF COCA-COLA  
ATLANTA AND LAS VEGAS



## 1. *The Coca-Cola Company* Policy Statement

The policy and procedures of the Company's Valued-Partner Personnel Integrity Assurance Program (PIAP) apply to all Coca-Cola North America (CCNA) non-company resource workers (NCR) and will be referred to throughout this policy as valued-partners.

Below is a brief description of the types of NCR workers:

- **Non-Employee Worker (NEW)** - hourly paid, temporary worker. NEWs typically work for an agency and can include but are not limited to:  
Administrative/clerical customer service, light industrial/manufacturing, sales/distribution, technical/scientific. Usually covers baseline work, assist in completing a project, supports temporary backfill or a position when an employee is on leave. Provides skills needed to support the core of day to day business.
- **Outside Nonprofessional Service Worker** - hourly paid ancillary in nature or a support service. The work performed is usually on-site. Services are considered ancillary and support the Company infrastructure rather than carrying out its core business. Examples: Cafeteria services, lawn services, building/facility maintenance, elevator services, security services.
- **Outside Professional Services Worker/Non-Consulting** - paid on one-time basis or lump sum, specialized in nature. The work is tactical, not strategic (unlike the work of consultants), and is not considered part of the company's core business. Examples: Market research firms, audit services, benefits services, disbursement management, engineering services, executive search, IT hardware/software and workstation support, tax advisory services, training services, legal services, and relocation services.
- **Consultants** - fee-based paid strategic services. Engaged from consulting firms or specialized individuals. Typically involves independent advice, knowledge or professional recommendations to management, focused on business strategy, processes, best practices, methodology's etc. Examples: Management consultant, processing re-design consultants, training consultants, engineering consultants.
- **Interns** - fixed term contracts paid by Accounts Payable. Interns can be considered employees or non-company resources depending on the circumstances.
- **Externs** - fixed term contracts - no pay. Contractual agreements must be in place for both interns and externs. Please contact Vickie Pennell for assistance regarding intern/extern agreements.

### Scope

All valued-partners must conduct a criminal records check, social security number verification, sex offender registry check, and pre-placement drug screen. All Canadian based valued-partners must comply with the Coca-Cola Ltd. (CCL) Canada Valued-Partner Policy.

All business units outside North America should develop a similar PIAP Valued-Partner Policy that complies with the local laws and the commitment of the Company. Contact the PIAP Program Manager, Linda Bell at 404-676-9004 for assistance.

### Purpose

The PIAP Valued-Partner Policy assures sustainable growth by protecting The Coca-Cola Company's Image and Reputation while providing a safe work environment for our employees and our valued-partners.

**Policy**

It is The Coca-Cola Company's policy to conduct background investigations on all valued-partners. Background investigations will be conducted by the valued-partner's respective employers. A Coca-Cola Company contractor ID badge will only be issued after The Coca-Cola Company ID office receives confirmation from the PIAP office that the individual was granted an Access Clearance.

**Notes:**

This document is to be used by valued-partners who are **not** "**directly engaged**".

If a company other than The Coca-Cola Company issues your paycheck, then you are NOT "directly engaged".

Definition of "Engaging Manager": The Coca-Cola Company manager or representative who contracts to obtain your services. Also referred to as TCCC BPOC.

Directly engaged valued-partners should contact their engaging manager/business point of contact (BPOC) to obtain an Access Clearance.

**2. Policy Accountability**

**Engaging Manager/BPOC** is an employee of TCCC who is responsible for managing contractual agreements with outside sources and ensuring the PIAP Valued-Partner Policy legal language is incorporated in all contracts. Engaging Managers/BPOC's are solely responsible for ensuring PIAP requirements are met.

**Special Notes to Engaging Manager/BPOCs:**

- Current service agreements with all valued-partner companies are the sole responsibility of the Engaging Manager/BPOC.
- Refer to the policy in myKO entitled Employment of Former Employees for minimum waiting periods prior to engaging former Coca-Cola Company employees.
- All NCRs are required to complete PIAP requirements prior to start of an assignment this includes the background investigation, and rehire approval process for former employees.
- Guest Registration is not to be used for NCRs for more than ten (10) consecutive business days and violations can result in the loss of Guest Registration privileges.
- Notifications from the PIAP Office/EIS badging system requires immediate attention in order to facilitate accurate accountability and processing of valued-partners.
- Report immediately any changes regarding assignments, renewals, and/or changes in Engaging Manager/BPOCs to the PIAP Office at 404-515-4610.

**IMPORTANT: Engaging Managers/BPOC's will ensure that valued-partners who have access to "confidential", "restricted", and/or "highly restricted" information have complied with and signed a legal non-disclosure agreement with TCCC and the valued-partner.**

Engaging Managers/BPOC's are responsible for collecting valued-partner ID badges, parking passes, and any other Coca-Cola Company property from the valued-partner upon the assignment end and/or departure of the valued-partner.

**The PIAP Office** will provide Policy strategic advice and consultation for the overall PIAP Valued-Partner Policy. PIAP will review compliance with Engaging Managers/BPOC's and valued-partners.

### 3. Access Clearances

The following information is provided to assist our valued-partners in the process to obtain an Access Clearance.

Access Clearance requires the following:

- **Criminal Records Check:** This check will include state criminal records checks. It will cover all jurisdictions in which the person has worked and lived over the last 5 years. State record searches will be conducted for felony and misdemeanor records. If state records are not available, county by county searches are required.
- **Identity Verification:** Check social security number by name, date of birth, current and former addresses, and check for any discrepancies. This check is conducted as a key piece of identity information.
- **Sex Offender Registry Check**
- **Drug Screening:** Drug screens are required pre-placement. The drug screen is comprised of a minimum 5-panel screen by a laboratory that is certified by the United States Department of Health and Human Services (DHHS) National Institute on Drug Abuse (NIDA). Rapid drug screen kits are **not** acceptable. Drug screening is only required upon the initial access clearance and is not required for a clearance renewal.

All background checks must be conducted by utilizing a background investigative firm or direct contact with the courts. On-line background checks will **not** be accepted.

#### **Additional Access Requirements: Determined by the Engaging Manager/BPOC as applicable:**

- **Motor Vehicle Report (MVR):** Required for only those individuals who will be driving Coca-Cola owned or leased vehicle, and when if driving is a part of the job requirements.
- **Credit History Check:** Review credit history only when an individual is being considered for a position that meets the criteria as established by the Engaging Manager/BPOC.
- **Educational and Professional Credentials:** Verify the highest education completed. Verify professional credentials required for the position as determined by the Engaging Manager/BPOC, i.e. electrical license, or licenses to practice law or certifications for health related fields.

#### **Special Note to Construction Companies:**

If you are working in sensitive areas, the access clearance requirements may be more stringent as defined by the Engaging Manager/BPOC.

#### 4. Access Clearance Approval

The company of the valued-partner will submit written notification, i.e. email, fax, mail or hand deliver a cover sheet containing the following information to the PIAP Office:

- Name of valued-partner
- Company name
- TCCC Engaging Manager/BPOC
- Length of Assignment
- Date of Background check, Sex Offender Registry check and Social Security number verification
- Date Drug Screen completed
- A statement indicating the valued-partner has met the PIAP standards

**IMPORTANT NOTE:** When the cover sheet is submitted, all supporting reports (background check report, sex offender registry check report, social security number verification, and the drug screen report) will be attached for validation review.

If any questions, please contact Linda Bell, PIAP Program Manager at 404-676-9004 or lbell@na.ko.com. Or Judy Cunningham, PIAP Assistant Manager at 404-676-6137 or jcunningham@na.ko.com.

##### Special Notes to Valued-Partners

- Valued-Partners will be allowed escorted access for up to 10 business days while Access Clearances are being processed. Escorted access requires a Coca-Cola employee to register the valued-partner as a guest and to escort the person at all times.
- If the valued-partner company already has established a background investigation program as stated in this PIAP Policy, The Coca-Cola Company will accept a criminal history report if dated within the last 12 months. The drug screen report must be dated within the last 90 days.
- Valued-Partner companies are responsible for ensuring that all sub-contractors employed in support of The Coca-Cola Company projects adhere to the same requirements.
- If a valued-partner applies for a permanent (full-time) position at TCCC they will be required to complete TCCC PIAP new-hire process. It is the valued-partners responsibility to notify their employer of a decision to apply and/or accept a permanent position with TCCC. If the valued-partner fails to meet PIAP requirements, they must be removed from TCCC account.

#### 5. Renewal Process for Access Clearances

The initial Access Clearance will expire 2 years from the date of the initial criminal history report. If the valued-partner is to be renewed, the Engaging Manager/BPOC must provide written approval to the PIAP Office. The valued-partner will complete an updated criminal history check for the period of time since the last check was conducted. The updated report will be submitted to the PIAP Office utilizing the same process as the initial Access Clearance for validation review.

## 6. Network Access Agreements (NAA)

Valued-Partner companies that sign a network access agreement with The Coca-Cola Company (TCCC) are required to ensure that its employees having access to TCCC information systems, (whether temporary or permanently placed on assignment) have successfully met the access clearance requirements outlined in this policy.

### NAA Clearance will include:

- **Criminal Records Check:** This check will include state criminal records checks. It will cover all jurisdictions in which the person has worked and lived over the last 5 years. State record searches will be conducted for felony and misdemeanor records. If state records are not available, county by county searches are required.
- **Identity Verification:** Check social security number by name, date of birth, current and former addresses, and check for any discrepancies. This check is conducted as a key piece of identity information.
- **Sex Offender Registry Check**
- **Documented substance abuse policy**

NAA clearance will be valid for 2 years, at which time a 2 year criminal records update will be required for renewal.

Each individual will be provided their own User ID and ID's are not to be shared by other valued-partner employees. If for any reason the valued-partner is no longer working on TCCC account, the valued-partner company must immediately notify TCCC Engaging Manager/BPOC in writing to remove the individual's User ID.

Signing the service agreement provides TCCC with written certification that NAA valued-partners understand the PIAP requirements and will comply with this policy.

## 7. Adjudicative Guidelines

### Definition of Adjudication:

Adjudication is an examination of a sufficient period of a person's life to determine whether the person is likely to exemplify the high standards of personal integrity of The Coca-Cola Company. All available reliable information about the person should be considered in reaching a determination. In evaluating the relevance of unfavorable information about an individual's conduct, the adjudicator should consider these general guidelines.

### General Adjudicative Guidelines:

- Nature, extent, and seriousness of the conduct;
- Frequency and recency of the conduct;
- Voluntary nature of the individual's participation;
- Presence or absence of rehabilitation or other permanent behavioral changes;
- Motivation for the conduct;
- Likelihood of recurrence;
- Sensitivity and level of responsibility of the job applied for.

The adjudicative standards are not intended to be an inflexible set of rules and procedures. They require common sense judgment with each case examined on its own merits, taking into consideration all relevant circumstances, leading to a fair and impartial decision. The adjudicator must give overriding consideration to the interests of The Coca-Cola Company and should grant Access or NAA clearances only when evidence clearly exists of high moral standing and trustworthiness. It is a business necessity that only those of demonstrated personal integrity be placed at TCCC or given sensitive access.

- Valued-Partner employees who misrepresent, omit, or falsify prior convictions should be disqualified for placement at TCCC by the valued-partner company.
- Valued-Partner employees who have repeat offenses should be disqualified for placement at TCCC by the vendor company.
- For jobs involving direct contact with customers or the public, careful consideration should be given to any criminal activity reported. (Please consult with the PIAP Office).



## 8. Basis for Denial

The basis for denial provided below establish some of the types of conduct that can justify a determination to deny an individual's eligibility for employment, or appointment to sensitive duties. The "mitigating factors" establish some circumstances that may alleviate the impact of the conduct listed under the "basis for denial."

Type of Conduct	Bases for Denial	Mitigating Factors
<b>Criminal Conduct</b>	Conviction of, or plea of guilty or nolo contendere, to a felony. For crimes not amounting to a felony, General Adjudicative Guidelines will be considered. If on probation/parole due to a conviction then defer consideration of placement at TCCC until the final disposition. Status of current participant in a pretrial probation or alternative rehabilitative program must be completed prior to placement at TCCC. Pending charges for criminal conduct will defer placement at TCCC until final disposition.	The felonious conduct (a) did not involve a violent offense against another person; (b) was an isolated episode; and (c) the individual has demonstrated trustworthiness and respect for the law over an extended period (generally seven years) since the offense.
<b>Financial Matters</b>	Excessive indebtedness, as indicated by recurring financial difficulties, or a high level of debt without the ability to pay it off. (Note: Pursuant to the U.S. Bankruptcy Code, an employer cannot reject an applicant for employment solely because the individual has been or is in bankruptcy.) Refer to financial information on previous page.	(a) Evidence of systematic efforts over a period of time (generally two years) to satisfy creditors; and (b) evidence of a change to a more responsible life-style and favorable change in financial habits over a period of time (generally two years); or (c) unforeseen financial loss not due to the individual's financial mismanagement.
<b>Falsification</b>	Knowingly falsifying, omitting, or misrepresenting a fact in any written or oral statement, document, or form used by the Company in its decision to employ or grant access to sensitive material, or concealing or omitting a material fact for the purpose of misleading the Company.	The incident was isolated and the individual subsequently provided correct information voluntarily.
<b>Illegal Drug Involvement</b>	Past or current illegal drug use, sale or distribution. (Note: Pursuant to the Americans with Disabilities Act, past drug addiction, that may be indicated by past treatment, should not be used as factor in any employment decision.)	The illegal drug involvement was not recent (not within five years); or (b) the drug involvement was an isolated or infrequent event and did not include the sale or distribution of illegal drugs. Illegal drug involvement not amounting to a felony will be adjudicated under the General Adjudicative Guidelines.
<b>Drug Screen</b>	Positive/Adulterated	None
<b>Motor Vehicle Violations</b>	More than two (2) moving violations during the prior three (3) years. More than one (1) at-fault accident in the prior three (3) years. Any of the following incidents in the prior three (3) years (including convictions and nolo contendere): vehicular homicide, hit and run, DUI, attempting to elude a police officer, engaging in a contest of speed, driving with a revoked or suspended license, leaving the scene of an accident, or reckless driving.	Apply General Adjudicative Guidelines.
<b>Work Performance Issues</b>	Includes but not exclusive to the following:  Routine tardiness or chronic absenteeism; below standard of performance in previous job; reason for leaving was due to extreme circumstances; personal reference provides derogatory information regarding the candidate.	Must be referred to HR and Legal for final decision.
<b>Other Factors Affecting an Individual's Integrity or Standing in the Community</b>	Public knowledge of activities that could embarrass or damage the Image and Reputation of the Company.	Apply General Adjudicative Guidelines.

If at any time during the two year PIAP approval cycle, the valued-partner company obtains knowledge of criminal activity associated with their employee assigned to a Coca-Cola Company facility, TCCC expects the valued-partner company to remove their employee from our facility.

Please contact Linda Bell, PIAP Program Manager at 404.676.9004 for further clarification of the above information. Or Judy Cunningham, PIAP Assistant Manager at 404-676-6137.



## 9. Confidentiality

Access to records through validation review will be held in the strictest of confidence. TCCC will not retain copies of any records. Any records sent to TCCC will be validated and shredded.

## 10. Management Rights

The Coca-Cola Company reserves its right to manage its workplace.

