

# TIPS VENDOR AGREEMENT

Between Castle Branch, Inc. and  
(Company Name)

**THE INTERLOCAL PURCHASING SYSTEM (TIPS),**  
a Department of Texas Education Service Center Region 8 for  
**TIPS RFP 210701 Criminal Background Check and Fingerprinting Equipment and Services**

## General Information

The Vendor Agreement (“Agreement”) made and entered into by and between The Interlocal Purchasing System (hereinafter “TIPS”) a government cooperative purchasing program authorized by the Region 8 Education Service Center, having its principal place of business at 4845 US Hwy 271 North, Pittsburg, Texas 75686 and the TIPS Vendor. This Agreement consists of the provisions set forth below, including provisions of all attachments referenced herein. In the event of a conflict between the provisions set forth below and those contained in any attachment, the provisions set forth shall control unless otherwise agreed by the parties in writing and by signature and date on the attachment.

A Purchase Order (“PO”), Agreement or Contract is the TIPS Member’s approval providing the authority to proceed with the negotiated delivery order under the Agreement. Special terms and conditions as agreed between the Vendor and TIPS Member should be added as addendums to the Purchase Order, Agreement or Contract. Items such as certificate of insurance, bonding requirements, small or disadvantaged business goals are some, but not all, of the possible addendums.

## Terms and Conditions

### Freight

All quotes to Members shall provide a line item for cost for freight or shipping regardless if there is a charge or not. If no charge for freight or shipping, indicate by stating “No Charge”, “\$0”, “included in price” or other similar indication. Otherwise, all shipping, freight or delivery charges shall be passed through to the TIPS Member at cost with no markup and said charges shall be agreed by the TIPS Member unless alternative shipping terms are agreed by TIPS as a result of the proposal award.

### Warranty Conditions

All new supplies equipment and services shall include **manufacturer's minimum standard warranty** unless otherwise agreed to in writing. Vendor shall be legally permitted to sell all products offered for sale to TIPS Members if the offering is included in the Request for Proposal (“RFP”) category. All goods proposed and sold shall be new unless clearly stated in writing.

### Customer Support

The Vendor shall provide timely and accurate customer support for orders to TIPS Members as agreed by the Parties. Vendors shall respond to such requests within a commercially reasonable time after receipt of the request. If support and/or training is a line item sold or packaged with a sale, support shall be as agreed with the TIPS Member.

## **Agreements**

Agreements for purchase will normally be put into effect by means of a contract, agreement, or purchase order(s) executed by authorized agents of the TIPS Member participating government entities, but other means of placing an order may be used at the Member's discretion. Vendor accepts and understands that when a purchase order or similar purchase document is sent from a customer through TIPS to the Vendor, TIPS is recording the purchase and verifying whether the purchase is within the parameters of the TIPS Contract only. Vendor agrees that TIPS is not a legal party to the purchase order or similar purchase document and TIPS is not responsible for identifying fraud, mistakes, or misrepresentations for the specific order. Vendor agrees that any purchase order or similar purchase document issued from a customer to Vendor, even when processed through TIPS, constitutes a legal contract between the customer and Vendor only. A Vendor that accepts a purchase order or similar purchase document and fulfills an order, even when processed through TIPS, is representing that the vendor has carefully reviewed the purchase order or similar purchase document for legality, authenticity, and accuracy.

## **Tax exempt status**

Most TIPS Members are tax exempt and the related laws and/or regulations of the controlling jurisdiction(s) of the TIPS Member shall apply.

## **Assignments of Agreements**

No assignment of this Agreement may be made without the prior notification of TIPS. Written approval of TIPS shall not be unreasonably withheld. Payment for delivered goods and services can only be made to the awarded Vendor, Vendor designated reseller or vendor assigned company.

## **Disclosures**

- Vendor and TIPS affirm that he/she, or any authorized employees or agents, has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with this Agreement.
- Vendor shall attach, in writing, a complete description of any and all relationships that might be considered a conflict of interest in doing business with the TIPS program.
- The Vendor affirms that, to the best of his/her knowledge, the offer has been arrived at independently, and is submitted without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give an unfair advantage over other vendors in the award of this Agreement.

## **Term of Agreement and Renewals**

The Agreement with TIPS is for approximately three (3) years with an option for renewal for an additional one (1) consecutive year. If TIPS offers the renewal extension year, the Vendor will be notified by email to the primary contact of the awarded Vendor and shall be deemed accepted by the Vendor unless the awarded Vendor notifies TIPS of its objection to the additional term. TIPS may or may not exercise the available extension(s) provided in the original solicitation beyond the base three-year term. Whether or not to offer the extension is at the sole discretion of TIPS.

**“Start Date” for Term Calculation Purposes Only:** Regardless of actual award/effective date of Contract, for Agreement “term” calculation purposes only, the Agreement “start date” is the last day of the month that Award Notifications are anticipated as published in the Solicitation

**Example:** *If the anticipated award date published in the Solicitation is May 22, 2020 but extended negotiations delay award until June 27, 2020 The end date of the resulting initial “three-year” term Agreement, (which is subject to an extension(s)) will still be May 31, 2023.*

**“Termination Date”:** The scheduled Agreement “termination date” shall be the last day of the month of the month of the Original Solicitation’s Anticipated Award Date plus three years.

**Example:** *If the original term is approximately three years, and the solicitation provides an anticipated award date of May 22, 2020, the expiration date of the original three-year term shall be May 31, 2023.*

**Extensions:** Any extensions of the original term shall begin on the next day after the day the original term expires.

**Example Following the Previous Example:** *If TIPS offers a one-year extension, the expiration of the extended term shall be May 31, 2024.*

TIPS may offer to extend Vendor Agreements to the fullest extent the original Solicitation permits.

**Automatic Renewal Clauses Incorporated in Awarded Vendor Agreements with TIPS Members Resulting from the Solicitation and with the Vendor Named in this Agreement.**

No Agreement for goods or services with a TIPS Member by the awarded vendor named in this Agreement that results from the solicitation award named in this Agreement, may incorporate an automatic renewal clause that exceeds month to month terms with which the TIPS Member must comply. All renewal terms incorporated in an Agreement by the vendor with the TIPS Member shall only be valid and enforceable when the vendor receives written confirmation by purchase order, executed Agreement or other written instruction issued by the TIPS Member for any renewal period. The purpose of this clause is to avoid a TIPS Member inadvertently renewing an Agreement during a period in which the governing body of the TIPS Member has not properly appropriated and budgeted the funds to satisfy the Agreement renewal. This term is not negotiable and any Agreement between a TIPS Member and a TIPS awarded vendor with an automatic renewal clause that conflicts with these terms is rendered void and unenforceable.

**Shipments**

The Vendor shall ship, deliver or provide ordered products or services within a commercially reasonable time after the receipt of the order from the TIPS Member. If a delay in said delivery is anticipated, the Vendor shall notify TIPS Member as to why delivery is delayed and shall provide an estimated time for completion of the order. TIPS or the requesting entity may cancel the order if estimated delivery time is not acceptable or not as agreed by the parties.

**Invoices**

Each invoice or pay request shall include the TIPS Member’s purchase order number or other identifying designation as provided in the order by the TIPS Member. If applicable, the shipment tracking number or pertinent information for verification of TIPS Member receipt shall be made available upon request.

**Payments**

The TIPS Member will make payments directly to the Vendor, the Vendor Assigned Dealer or as agreed by the Vendor and the TIPS Member after receiving invoice and in compliance with applicable payment statute(s), whichever is the greater time or as otherwise provided by an agreement of the parties.

## **Pricing**

Price increases will be honored according to the terms of the solicitation. All pricing submitted to TIPS shall include the participation fee, as provided in the solicitation, to be remitted to TIPS by the Vendor. Vendor will not show adding the fee to the invoice presented to TIPS Member customer.

## **Participation Fees and Reporting of Sales to TIPS by Vendor**

The Participation Fee that was published as part of the Solicitation and the fee published is the legally effective fee, along with any fee conditions stated in the Solicitation. Collection of the fees by TIPS is required under Texas Government Code §791.011 Et seq. Fees are due on all TIPS purchases reported by either Vendor or Member. Fees are due to TIPS upon payment by the Member to the Vendor, Reseller or Vendor Assigned Dealer. Vendor, Reseller or Vendor Assigned Dealer agrees that the participation fee is due to TIPS for all Agreement sales immediately upon receipt of payment including partial payment, from the Member Entity and must be paid to TIPS at least on a monthly basis, specifically within 31 calendar days of receipt of payment, if not more frequently, or as otherwise agreed by TIPS in writing and signed by an authorized signatory of TIPS. Thus, when an awarded Vendor, Reseller or Vendor Assigned Dealer receives any amount of payment, even partial payment, for a TIPS sale, the legally effective fee for that amount is immediately due to TIPS from the Vendor and fees due to TIPS should be paid at least on a monthly basis, specifically within 31 calendar days of receipt of payment, if not more frequently.

## **Reporting of Sales to TIPS by Vendor**

Vendor is required to report all sales under the TIPS contract to TIPS. When a public entity initiates a purchase with a TIPS Awarded Vendor, if the Member inquires verbally or in writing whether the Vendor holds a TIPS Contract, it is the duty of the Vendor to verify whether or not the Member is seeking a TIPS purchase. Once verified, the Vendor must include the TIPS Contract number on any communications and related sales documents exchanged with the TIPS Member entity. To report sales, the Vendor must login to the TIPS Vendor Portal online at [https://www.tips-usa.com/vendors\\_form.cfm](https://www.tips-usa.com/vendors_form.cfm) and click on the PO's and Payments tab. Pages 3-7 of the [Vendor Portal User Guide](#) will walk you through the process of reporting sales to TIPS. Please refer to the TIPS [Accounting FAQ's](#) for more information about reporting sales and if you have further questions, contact the Accounting Team at [accounting@tips-usa.com](mailto:accounting@tips-usa.com). The Vendor or vendor assigned dealers are responsible for keeping record of all sales that go through the TIPS Agreement and submitting same to TIPS. Failure to render the participation fee to TIPS shall constitute a breach of this agreement with our parent governmental entity, Texas Education Service Center Region 8, as established by the Texas legislature and shall be grounds for termination of this agreement and any other agreement held with TIPS and possible legal action. Any overpayment of participation fees to TIPS by a Vendor will be refunded to the Vendor within ninety (90) days of receipt of notification if TIPS receives written notification of the overpayment not later than the expiration of six (6) months from the date of overpayment and TIPS determines that the amount was not legally due to TIPS pursuant to this agreement and applicable law. It is the Vendor's responsibility to identify which sales are TIPS Agreement sales and pay the correct participation fee due for TIPS Agreement sales. Any notification of overpayment received by TIPS after the expiration of six (6) months from the date of overpayment will be non-refundable. Region 8 ESC and TIPS reserve the right to extend the six (6) month deadline to notify if approved by the Region 8 ESC Board of Directors. TIPS reserves all rights under the law to collect the fees due. Please contact TIPS at [tips@tips-usa.com](mailto:tips@tips-usa.com) or call (866) 839-8477 if you have questions about paying fees.

## **Indemnity**

The Vendor agrees to indemnify and hold harmless and defend TIPS, TIPS Member(s), officers and employees from and against all claims and suits by third parties for damages, injuries to persons (including death),

property damages, losses, and expenses including court costs and reasonable attorney's fees, arising out of, or resulting from, Vendor's performance under this Agreement, including all such causes of action based upon common, constitutional, or statutory law, or based in whole or in part, upon allegations of negligent or intentional acts on the part of the Vendor, its officers, employees, agents, subcontractors, licensees, or invitees. Parties found liable shall pay their proportionate share of damages as agreed by the parties or as ordered by a court of competent jurisdiction over the case. **NO LIMITATION OF LIABILITY FOR DAMAGES FOR PERSONAL INJURY OR PROPERTY DAMAGE ARE PERMITTED OR AGREED BY TIPS/ESC REGION 8.** Per Texas Education Code §44.032(f), and pursuant to its requirements only, reasonable Attorney's fees are recoverable by the prevailing party in any dispute resulting in litigation.

#### **State of Texas Franchise Tax**

By signature hereon, the Vendor hereby certifies that he/she is not currently delinquent in the payment of any franchise taxes owed the State of Texas under Chapter 171, Tax Code.

#### **Miscellaneous**

The Vendor acknowledges and agrees that continued participation in TIPS is subject to TIPS sole discretion and that any Vendor may be removed from the participation in the Program at any time with or without cause. Nothing in the Agreement or in any other communication between TIPS and the Vendor may be construed as a guarantee that TIPS or TIPS Members will submit any orders at any time. TIPS reserves the right to request additional proposals for items or services already on Agreement at any time.

#### **Purchase Order Pricing/Product Deviation**

If a deviation of pricing/product on a Purchase Order or contract modification occurs between the Vendor and the TIPS Member, TIPS must be notified within five (5) business days of receipt of change order.

#### **Termination for Convenience of TIPS Agreement Only**

TIPS reserves the right to terminate this agreement for cause or no cause for convenience with a thirty (30) days prior written notice. Termination for convenience is conditionally required under Federal Regulations 2 CFR part 200 if the customer is using federal funds for the procurement. All purchase orders presented to the Vendor, but not fulfilled by the Vendor, by a TIPS Member prior to the actual termination of this agreement shall be honored at the option of the TIPS Member. The awarded Vendor may terminate the agreement with ninety (90) days prior written notice to TIPS 4845 US Hwy North, Pittsburg, Texas 75686. The vendor will be paid for goods and services delivered prior to the termination provided that the goods and services were delivered in accordance with the terms and conditions of the terminated agreement. This termination clause does not affect the sales agreements executed by the Vendor and the TIPS Member customer pursuant to this agreement. TIPS Members may negotiate a termination for convenience clause that meets the needs of the transaction based on applicable factors, such as funding sources or other needs.

#### **TIPS Member Purchasing Procedures**

Usually, purchase orders or their equal are issued by participating TIPS Member to the awarded vendor and should indicate on the order that the purchase is per the applicable TIPS Agreement Number. Orders are typically emailed to TIPS at tipspo@tips-usa.com.

- Awarded Vendor delivers goods/services directly to the participating member.
- Awarded Vendor invoices the participating TIPS Member directly.
- Awarded Vendor receives payment directly from the participating member.
- Fees are due to TIPS upon payment by the Member to the Vendor. Vendor agrees to pay the participation fee to TIPS for all Agreement sales upon receipt of payment including partial payment, from

the Member Entity or as otherwise agreed by TIPS in writing and signed by an authorized signatory of TIPS.

### **Licenses**

Awarded Vendor shall maintain, in current status, all federal, state and local licenses, bonds and permits required for the operation of the business conducted by awarded Vendor. Awarded Vendor shall remain reasonably fully informed of and in compliance with all ordinances and regulations pertaining to the lawful provision of goods or services under the Agreement. TIPS and TIPS Members reserves the right to stop work and/or cancel an order or terminate this or any other sales Agreement of any awarded Vendor whose license(s) required for performance under this Agreement have expired, lapsed, are suspended or terminated subject to a 30-day cure period unless prohibited by applicable statute or regulation.

### **Novation**

If awarded Vendor sells or transfers all assets, rights or the entire portion of the assets or rights required to perform this Agreement, a successor in interest must guarantee to perform all obligations under this Agreement. A simple change of name agreement will not change the Agreement obligations of awarded vendor. TIPS will consider Contract Assignments on a case by case basis. TIPS must be notified within five (5) business days of the transfer of assets or rights.

### **Site Requirements (*only when applicable to service or job*)**

**Cleanup:** When performing work on site at a TIPS Member's property, awarded Vendor shall clean up and remove all debris and rubbish resulting from their work as required or directed by TIPS Member or as agreed by the parties. Upon completion of work, the premises shall be left in good repair and an orderly, neat, clean and unobstructed condition.

**Preparation:** Awarded Vendor shall not begin a project for which TIPS Member has not prepared the site, unless awarded Vendor does the preparation work at no cost, or until TIPS Member includes the cost of site preparation in a purchase order. Site preparation includes, but is not limited to: moving furniture, installing wiring for networks or power, and similar pre-installation requirements.

**Registered sex offender restrictions:** For work to be performed at schools, awarded Vendor agrees that no employee of a subcontractor who has been adjudicated to be a registered sex offender will perform work at any time when students are, or reasonably expected to be, present unless otherwise agreed by the TIPS Member. Awarded Vendor agrees that a violation of this condition shall be considered a material breach and may result in the cancellation of the purchase order at the TIPS Member's discretion. Awarded Vendor must identify any additional costs associated with compliance of this term. If no costs are specified, compliance with this term will be provided at no additional charge. **Safety measures:** Awarded Vendor shall take all reasonable precautions for the safety of employees on the worksite, and shall erect and properly maintain all necessary safeguards for protection of workers and the public. Awarded Vendor shall post warning signs against all hazards created by the operation and work in progress. Proper precautions shall be taken pursuant to state law and standard practices to protect workers, general public and existing structures from injury or damage.

### **Safety Measures**

Awarded Vendor shall take all reasonable precautions for the safety of employees on the worksite, and shall erect and properly maintain all necessary safeguards for protection of workers and the public. Awarded vendor shall post warning signs against all hazards created by the operation and work in progress. Proper precautions shall be taken pursuant to state law and standard practices to protect workers, general public and existing structures from injury or damage.

### **Smoking**

Persons working under Agreement shall adhere to the TIPS Member's or local smoking statutes, codes or policies.

### **Marketing**

Awarded Vendor agrees to allow TIPS to use their name and logo within TIPS website, marketing materials and advertisement subject to any reasonable restrictions provided to TIPS in the Proposal to the Solicitation. The Vendor may submit an acceptable use directive for Vendor's names and logos with which TIPS agrees to comply. Any use of TIPS name and logo or any form of publicity, inclusive of press release, regarding this Agreement by awarded vendor must have prior approval from TIPS which will not be unreasonably withheld. Request may be made by email to TIPS@TIPS-USA.COM.

### **Supplemental Agreements**

The TIPS Member entity participating in the TIPS Agreement and awarded Vendor may enter into a separate Supplemental Agreement or contract to further define the level of service requirements over and above the minimum defined in this Agreement such as but not limited to, invoice requirements, ordering requirements, specialized delivery, etc. Any Supplemental Agreement or contract developed as a result of this Agreement is exclusively between the TIPS Member entity customer and the Vendor. TIPS, its agents, TIPS Members and employees not a party to the Supplemental Agreement with the TIPS Member customer, shall not be made party to any claim for breach of such agreement unless named and agreed by the Party in question in writing in the agreement. If a Vendor submitting a Proposal requires TIPS and/or TIPS Member to sign an additional agreement, those agreements shall comply with the award made by TIPS to the Vendor. Supplemental Vendor's Agreement documents may not become part of TIPS' Agreement with Vendor unless and until an authorized representative of TIPS reviews and approves it. TIPS review and approval may be at any time during the life of this Vendor Agreement. TIPS permits TIPS Members to negotiate additional terms and conditions with the Vendor for the provision of goods or services under the Vendor's TIPS Agreement so long as they do not materially conflict with this Agreement.

### **Survival Clause**

All applicable sales, leases, Supplemental Agreements, contracts, software license agreements, warranties or service agreements that were entered into between Vendor and TIPS or the TIPS Member Customer under the terms and conditions of this Agreement shall survive the expiration or termination of this Agreement. All Orders, Purchase Orders issued or contracts executed by TIPS or a TIPS Member and accepted by the Vendor prior to the expiration or termination of this agreement, shall survive expiration or termination of the Agreement, subject to previously agreed terms and conditions agreed by the parties or as otherwise specified herein relating to termination of this agreement.

### **Legal obligations**

It is the responding Vendor's responsibility to be aware of and comply with all local, state and federal laws governing the sale of products/services identified in the applicable Solicitation that resulted in this Vendor Agreement and any awarded Agreement thereof. Applicable laws and regulations must be followed even if not specifically identified herein.

### **Audit rights**

Due to transparency statutes and public accountability requirements of TIPS and TIPS Members', the awarded Vendor shall, at their sole expense, maintain appropriate due diligence of all purchases made by TIPS Member that utilizes this Agreement. TIPS and Region 8 ESC each reserve the right to audit the accounting of TIPS related purchases for a period of three (3) years from the time such purchases are made. This audit right shall survive termination of this Agreement for a period of one (1) year from the effective

date of termination. In order to ensure and confirm compliance with this agreement, TIPS shall have authority to conduct audits of Awarded Vendor's pricing or TIPS transaction documentation with TIPS Members with 30 days' notice unless the audit is ordered by a Court Order or by a Government Agency with authority to do so without notice. Notwithstanding the foregoing, in the event that TIPS is made aware of any pricing being offered to eligible entities that is materially inconsistent with the pricing under this agreement, TIPS shall have the ability to conduct the audit internally or may engage a third-party auditing firm to investigate any possible non-compliant conduct or may terminate the Agreement according to the terms of this Agreement. In the event of an audit, the requested materials shall be reasonably provided in the time, format and at the location acceptable to Region 8 ESC or TIPS. TIPS agrees not to perform a random audit the TIPS transaction documentation more than once per calendar year, but reserves the right to audit for just cause or as required by any governmental agency or court with regulatory authority over TIPS or the TIPS Member.

### **Force Majeure**

If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.

### **Choice of Law**

The Agreement between the Vendor and TIPS/ESC Region 8 and any addenda or other additions resulting from this procurement process, however described, shall be governed by, construed and enforced in accordance with the laws of the State of Texas, regardless of any conflict of laws principles.

### **Venue, Jurisdiction and Service of Process**

Any Proceeding arising out of or relating to this procurement process or any contract issued by TIPS resulting from or any contemplated transaction shall be brought in a court of competent jurisdiction in Camp County, Texas and each of the parties irrevocably submits to the exclusive jurisdiction of said court in any such proceeding, waives any objection it may now or hereafter have to venue or to convenience of forum, agrees that all claims in respect of the Proceeding shall be heard and determined only in any such court, and agrees not to bring any proceeding arising out of or relating to this procurement process or any contract resulting from or any contemplated transaction in any other court. The parties agree that either or both of them may file a copy of this paragraph with any court as written evidence of the knowing, voluntary and freely bargained for agreement between the parties irrevocably to waive any objections to venue or to convenience of forum. Process in any Proceeding referred to in the first sentence of this Section may be served on any party anywhere in the world. Venue for any dispute resolution process, other than litigation, between TIPS and the Vendor shall be located in Camp or Titus County, Texas.

### **Project Delivery Order Procedures**

The TIPS Member having approved and signed an interlocal agreement, or other TIPS Membership document, may make a request of the awarded Vendor under this Agreement when the TIPS Member desires goods or services awarded to the Vendor. Notification may occur via phone, the web, courier, email, fax, or in person. Upon notification of a pending request, the awarded Vendor shall acknowledge the TIPS Member's request as soon as possible, but must make contact with the TIPS Member within two working days.



### **Status of TIPS Members as Related to This Agreement**

TIPS Members stand in the place of TIPS as related to this agreement and have the same access to the proposal information and all related documents. TIPS Members have all the same rights under the awarded Agreement as TIPS.

### **Vendor's Resellers as Related to This Agreement**

Vendor's Named Resellers ("Resellers") under this Agreement shall comply with all terms and conditions of this agreement and all addenda or incorporated documents. All actions related to sales by Authorized Vendor's Resellers under this Agreement are the responsibility of the awarded Vendor. If Resellers fail to report sales to TIPS under your Agreement, the awarded Vendor is responsible for their contractual failures and shall be billed for the fees. The awarded Vendor may then recover the fees from their named reseller.

### **Support Requirements**

If there is a dispute between the awarded Vendor and TIPS Member, TIPS or its representatives may, at TIPS sole discretion, assist in conflict resolution if requested by either party. TIPS, or its representatives, reserves the right to inspect any project and audit the awarded Vendor's TIPS project files, documentation and correspondence related to the requesting TIPS Member's order. If there are confidentiality requirements by either party, TIPS shall comply to the extent permitted by law.

### **Incorporation of Solicitation**

The TIPS Solicitation which resulted in this Vendor Agreement, whether a Request for Proposals, the Request for Competitive Sealed Proposals or Request for Qualifications solicitation, or other, the Vendor's response to same and all associated documents and forms made part of the solicitation process, including any addenda, are hereby incorporated by reference into this Agreement as if copied verbatim.

### **SECTION HEADERS OR TITLES**

THE SECTION HEADERS OR TITLES WITHIN THIS DOCUMENT ARE MERELY GUIDES FOR CONVENIENCE AND ARE NOT FOR CLASSIFICATION OR LIMITING OF THE RESPONSIBILITIES OF THE PARTIES TO THIS DOCUMENT.

### **STATUTORY REQUIREMENTS**

Texas governmental entities are prohibited from doing business with companies that fail to certify to this condition as required by Texas Government Code Sec. 2270.

By executing this agreement, you certify that you are authorized to bind the undersigned Vendor and that your company (1) does not boycott Israel; and (2) will not boycott Israel during the term of the Agreement.

You certify that your company is not listed on and does not and will not do business with companies that are on the Texas Comptroller of Public Accounts list of Designated Foreign Terrorists Organizations per Texas Gov't Code 2270.0153 found at <https://comptroller.texas.gov/purchasing/docs/foreign-terrorist.pdf>

You certify that if the certified statements above become untrue at any time during the life of this Agreement that the Vendor will notify TIPS within three (3) business day of the change by a letter on Vendor's letterhead from and signed by an authorized representative of the Vendor stating the non-compliance decision and the TIPS Agreement number and description at:

Attention: General Counsel

ESC Region 8/The Interlocal Purchasing System (TIPS)  
4845 Highway 271 North  
Pittsburg, TX,75686  
And by an email sent to [bids@tips-usa.com](mailto:bids@tips-usa.com)

**Insurance Requirements**

The undersigned Vendor agrees to maintain the below minimum insurance requirements for TIPS Contract Holders:

|                              |  |
|------------------------------|--|
| <b>General Liability</b>     | \$1,000,000 each Occurrence/ Aggregate   |
| <b>Automobile Liability</b>  | \$300,000 Includes owned, hired & non-owned  |
| <b>Workers' Compensation</b> | Statutory limits for the jurisdiction in which the Vendor performs under this Agreement. |
| <b>Umbrella Liability</b>    | \$1,000,000  |

When the Vendor or its subcontractors are liable for any damages or claims, the Vendor’s policy, when the Vendor is responsible for the claim, must be primary over any other valid and collectible insurance carried by the Member. Any immunity available to TIPS or TIPS Members shall not be used as a defense by the contractor's insurance policy. The coverages and limits are to be considered minimum requirements and in no way limit the liability of the Vendor(s). Insurance shall be written by a carrier with an A-; VII or better rating in accordance with current A.M. Best Key Rating Guide. Only deductibles applicable to property damage are acceptable, unless proof of retention funds to cover said deductibles is provided. "Claims made" policies will not be accepted. Vendor’s required minimum coverage shall not be suspended, voided, cancelled, non-renewed or reduced in coverage or in limits unless replaced by a policy that provides the minimum required coverage except after thirty (30) days prior written notice by certified mail, return receipt requested has been given to TIPS or the TIPS Member if a project or pending delivery of an order is ongoing. Upon request, certified copies of all insurance policies shall be furnished to the TIPS or the TIPS Member.

## Special Terms and Conditions

- **Orders:** All Vendor orders received from TIPS Members must be emailed to TIPS at [tipspo@tips-usa.com](mailto:tipspo@tips-usa.com). Should a TIPS Member send an order directly to the Vendor, it is the Vendor’s responsibility to forward a copy of the order to TIPS at the email above within 3 business days and confirm its receipt with TIPS.
- **Vendor Encouraging Members to bypass TIPS agreement:** Encouraging TIPS Members to purchase directly from the Vendor or through another agreement, when the Member has requested using the TIPS cooperative Agreement or price, and thereby bypassing the TIPS Agreement is a violation of the terms and conditions of this Agreement and will result in removal of the Vendor from the TIPS Program.
- **Order Confirmation:** All TIPS Member Agreement orders are approved daily by TIPS and sent to the Vendor. The Vendor should confirm receipt of orders to the TIPS Member (customer) within 3 business days.
- **Vendor custom website for TIPS:** If Vendor is hosting a custom TIPS website, updated pricing when effective. TIPS shall be notified when prices change in accordance with the award.
- **Back Ordered Products:** If product is not expected to ship within the time provided to the TIPS

Member by the Vendor, the Member is to be notified within 3 business days and appropriate action taken based on customer request.

The TIPS Vendor Agreement Signature Page is inserted here.

# TIPS Vendor Agreement Signature Form

RFP 210701 Criminal Background Check and Fingerprinting Equipment and Services

Company Name Castle Branch, Inc.

Address 1844 Sir Tyler Drive

City Wilmington State NC Zip 28405

Phone 888-723-4263 Fax 910-772-1528

Email of Authorized Representative rfp@castlebranch.com

Name of Authorized Representative Lauren Henderson

Title Chief Financial Officer

Signature of Authorized Representative 

Date 8/18/21

TIPS Authorized Representative Name David Fitts

Title Executive Director

TIPS Authorized Representative Signature 

Approved by ESC Region 8 

Date 9-23-2021

## Addendum to TIPS Vendor Agreement executed on or after September 1, 2021

Insert name of Vendor Castle Branch, Inc.

TIPS Solicitation # 210701

### CERTIFICATION REGARDING BOYCOTTING CERTAIN ENERGY COMPANIES

If (a) company is not a sole proprietorship; (b) company has ten (10) or more full-time employees; and (c) this contract has a value of \$100,000 or more that is to be paid wholly or partly from public funds, the following certification shall apply; otherwise, this certification is not required. Pursuant to TEX. GOV'T CODE Ch. 2274 of SB 13 (87<sup>th</sup> session), the company hereby certifies and verifies that the company, or any wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of these entities or business associations, if any, does not boycott energy companies and will not boycott energy companies during the term of the contract. For purposes of this contract, the term "company" shall mean an organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, that exists to make a profit. The term "boycott energy company" shall mean "without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company (a) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law, or (b) does business with a company described by paragraph (a)." See TEX. GOV'T CODE § 809.001(1).

LH Initials of Authorized Representative of Vendor, if applicable

### CERTIFICATION PROHIBITING DISCRIMINATION AGAINST FIREARM AND AMMUNITION INDUSTRIES

If (a) company is not a sole proprietorship; (b) company has at least ten (10) full-time employees; (c) this contract has a value of at least \$100,000 that is paid wholly or partly from public funds; (d) the contract is not excepted under TEX. GOV'T CODE § 2274.003 of SB 19 (87<sup>th</sup> leg.); and (e) governmental entity has determined that company is not a sole-source provider or governmental entity has not received any bids from a company that is able to provide this written verification, the following certification shall apply; otherwise, this certification is not required. Pursuant to TEX. GOV'T CODE Ch. 2274 of SB 19 (87<sup>th</sup> session), the company hereby certifies and verifies that the company, or association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary parent company, or affiliate of these entities or associations, that exists to make a profit, does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of this contract against a firearm entity or firearm trade association. For purposes of this contract, "discriminate against a firearm entity or firearm trade association" shall mean, with respect to the entity or association, to: "(1) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association; (2) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or (3) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association. See TEX. GOV'T CODE § 2274.001(3) of SB 19. "Discrimination against a firearm entity or firearm trade association" does not include: "(1) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; and (2) a company's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency, or for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity's or association's status as a firearm entity or firearm trade association." See TEX. GOV'T CODE § 2274.001(3) of SB 19.

LH Initials of Authorized Representative of Vendor, if applicable

### CERTIFICATION REGARDING CERTAIN FOREIGN-OWNED COMPANIES IN CONNECTION WITH CRITICAL INFRASTRUCTURE

*Client name* is prohibited from entering into a contract or other agreement relating to critical infrastructure that would grant to the company direct or remote access to or control of critical infrastructure in this state, excluding access specifically allowed by the *client name* for product warranty and support purposes. Company, certifies that neither it nor its parent company nor any affiliate of company or its parent company, is (1) owned by or the majority of stock or other ownership interest of the company is held or controlled by individuals who are citizens of China, Iran, North Korea, Russia, or a designated country; (2) a company or other entity, including governmental entity, that is owned or controlled by citizens of or is directly controlled by the government of China, Iran, North Korea, Russia, or a designated country; or (3) headquartered in China, Iran, North Korea, Russia, or a designated country. For purposes of this contract, "critical infrastructure" means "a communication infrastructure system, cybersecurity system, electric grid, hazardous waste treatment system, or water treatment facility." See TEX. GOV'T CODE § 2274.0101(2) of SB 1226 (87<sup>th</sup> leg.). The company verifies and certifies that company will not grant direct or remote access to or control of critical infrastructure, except for product warranty and support purposes, to prohibited individuals, companies, or entities, including governmental entities, owned, controlled, or headquartered in China, Iran, North Korea, Russia, or a designated country, as determined by the Governor.

LH Initials of Authorized Representative of Vendor, if applicable

## **NOTICE TO MEMBERS REGARDING ATTRIBUTE RESPONSES**

TIPS VENDORS RESPOND TO ATTRIBUTE QUESTIONS AS PART OF TIPS COMPETITIVE SOLICITATION PROCESS. THE VENDOR'S RESPONSES TO ATTRIBUTE QUESTIONS ARE INCLUDED HEREIN AS "SUPPLIER RESPONSE." PLEASE BE ADVISED THAT DEVIATIONS, IF ANY, IN VENDOR'S RESPONSE TO ATTRIBUTE QUESTIONS MAY NOT REFLECT VENDOR'S FINAL ATTRIBUTE RESPONSE, WHICH IS SUBJECT TO NEGOTIATIONS PRIOR TO AWARD. PLEASE CONTACT THE TIPS OFFICE AT 866-839-8477 WITH QUESTIONS OR CONCERNS REGARDING VENDOR ATTRIBUTE RESPONSE DEVIATIONS. PLEASE KEEP IN MIND THAT TIPS DOES NOT PROVIDE LEGAL COUNSEL TO MEMBERS. TIPS RECOMMENDS THAT YOU CONSULT YOUR LEGAL COUNSEL WHEN EXECUTING CONTRACTS WITH OR MAKING PURCHASES FROM TIPS VENDORS.



**210701**

**CastleBranch**

**Castle Branch Inc.**

**Supplier Response**

### **Event Information**

Number: 210701

Title: Criminal Background Check and Fingerprinting Equipment and Services

Type: Request for Proposal

Issue Date: 7/1/2021

Deadline: 8/20/2021 03:00 PM (CT)

Notes:

**IF YOU CURRENTLY HOLD TIPS CONTRACT 180703 CRIMINAL BACKGROUND CHECK AND FINGERPRINTING EQUIPMENT AND SERVICES ("180703"), YOU MUST RESPOND TO THIS SOLICITATION TO PREVENT LAPSE OF CONTRACT UNLESS YOU HOLD ANOTHER CURRENT TIPS CONTRACT THAT COVERS ALL OF YOUR CRIMINAL BACKGROUND CHECK AND FINGERPRINTING OFFERINGS. THIS AWARDED CONTRACT WILL REPLACE YOUR EXPIRING TIPS CONTRACT 180703.**

### **Contact Information**

Address: Region 8 Education Service Center  
4845 US Highway 271 North  
Pittsburg, TX 75686

Phone: +1 (866) 839-8477

Email: [bids@tips-usa.com](mailto:bids@tips-usa.com)



## CastleBranch Information

Address: 1844 Sir Tyler Drive  
Wilmington, NC 28405  
Phone: (888) 723-4263  
Web Address: [www.CastleBranch.com](http://www.CastleBranch.com)

By submitting your response, you certify that you are authorized to represent and bind your company.

Lauren Henderson  
*Signature*

[rfp@castlebranch.com](mailto:rfp@castlebranch.com)  
*Email*

Submitted at 8/18/2021 12:10:41 PM

## Requested Attachments

### Agreement Signature Form

210701 Agreement Signature Form\_CastleBranch.pdf

If you have not taken exception or deviation to the agreement language in the solicitation attributes, download the AGREEMENT SIGNATURE FORM from the "ATTACHMENTS" tab. This PDF document is a fillable form. Download the document to your computer, fill in the requested company information, print the file, SIGN the form, SCAN the completed and signed AGREEMENT SIGNATURE FORM, and upload here.

If you have taken exception to any of the agreement language and noted the exception in the deviations section of the attributes for the agreement, complete the AGREEMENT SIGNATURE FORM, but DO NOT SIGN until those deviations have been negotiated and resolved with TIPS management. Upload the unsigned form here, because this is a required document.

### All Other Certificates

Castle Branch Inc\_PBSA Reccreditation Certificate.pdf

All Other Certificates (if applicable) must be scanned and uploaded. If vendor has more than one other certification scan into one document. (PDF Format ONLY)  
DO NOT UPLOAD encrypted or password protected files.

### Pricing Form 2

210701 Pricing Form 2\_CastleBranch.xlsx

The vendor must download the PRICING SPREADSHEET SHEET from the attachment tab, fill in the requested information and upload the completed spreadsheet.  
DO NOT UPLOAD encrypted or password protected files.

### Reference Form

Reference\_Form CastleBranch.xls

The vendor must download the References spreadsheet from the attachment tab, fill in the requested information and upload the completed spreadsheet. DO NOT UPLOAD encrypted or password protected files.

### Conflict of Interest Form CIQ- ONLY REQUIRED IF A CONFLICT EXISTS PER THE INSTRUCTIONS

*No response*

ONLY REQUIRED IF A CONFLICT EXISTS PER THE INSTRUCTIONS

Conflict of Interest Form for Vendors that are required to submit the form. The Conflict of Interest Form is included in the Base documents or can be found at <https://www.tips-usa.com/assets/documents/docs/CIQ.pdf>.

### Proposed Goods and Services

TIPS\_CastleBranch Proposed Goods & Services.pdf

Please upload one or more documents or sheets describing your offerings, line cards, catalogs, links to offerings OR list links to your offerings that illustrate the catalog of proposed lines of goods and or services you carry and offer under this proposal. It does not have to be exhaustive but should, at a minimum tell us what you are offering. It could be as simple as a sheet with your link to your online catalog of goods and services.

**D/M/WBE Certification OPTIONAL**

*No response*

D/M/WBE Certification documentation may be scanned and uploaded if you desire to claim your status as one of the identified enterprises. (Disadvantaged Business Enterprise, Minority Business Enterprise and/or Woman Business Enterprise) If vendor has more than one certification scan into one document. (PDF Format ONLY)  
DO NOT UPLOAD encrypted or password protected files.

**Warranty**

*No response*

Warranty information (if applicable) must be scanned and uploaded. (PDF Format ONLY)  
DO NOT UPLOAD encrypted or password protected files.

**Vendor Agreement**

210701 Vendor Agreement\_Castle Branch.pdf

The vendor must download the Vendor Agreement from the attachment tab, fill in the requested information and upload the completed agreement.  
DO NOT UPLOAD encrypted or password protected files.

**Pricing Form 1**

210701 Pricing Form 1\_CastleBranch.xlsx

The vendor must download the PRICING SPREADSHEET SHEET from the attachment tab, fill in the requested information and upload the completed spreadsheet.  
DO NOT UPLOAD encrypted or password protected files.

**Supplementary**

*No response*

Supplementary information may be scanned and uploaded. (Company information, brochures, catalogs, etc.) (PDF Format ONLY)  
DO NOT UPLOAD encrypted or password protected files.

**Logo and Other Company Marks**

*No response*

If you desire, please upload your company logo to be added to your individual profile page on the TIPS website. If any particular specifications are required for use of your company logo, please upload that information under the Supplementary section or another non-required section under the "Response Attachment" tab. Preferred Logo Format: 300 x 225 px - .png, .eps, .jpeg preferred

**Certification of Corporate Offerer Form- COMPLETE ONLY IF OFFERER IS A CORPORATION**

CERTIFICATION BY CORPORATE OFFICER\_CastleBranch.pdf

COMPLETE AND UPLOAD FORM IN ATTACHMENTS SECTION ONLY IF OFFERER IS A CORPORATION

**Disclosure of Lobbying Activities Standard Form LLL**

*No response*

ONLY IF you answered "I HAVE Lobbied per above" to attribute #66, please download and complete and upload the Standard Form-LLL, "disclosure Form to Report Lobbying," in the Response attachments section.

**Confidentiality Claim Form**

210701 CONFIDENTIALITY CLAIM FORM\_CastleBranch.pdf

REQUIRED CONFIDENTIALITY FORM. Complete the form according to your company requirements, make any desired attachments and upload to the appropriate section under "Response Attachments" THIS FORM DETERMINES HOW ESC8/TIPS RESPONDS TO LEGAL PUBLIC INFORMATION REQUESTS.

**Current W-9 Tax Form**

2021 W9\_CastleBranch.pdf

You are required by TIPS to upload a current W-9 Internal Revenue Service (IRS) Tax Form for your entity. This form will be utilized by TIPS to properly identify your entity.

**Bid Attributes**

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| <b>1</b> | <p><b>Yes - No</b></p> <p>Disadvantaged/Minority/Women Business Enterprise - D/M/WBE (Required by some participating governmental entities) Vendor certifies that their firm is a D/M/WBE? Vendor must upload proof of certification to the "Response Attachments" D/M/WBE CERTIFICATES section.</p> <p><input type="text" value="NO"/></p> |
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| 2  | <p><b>Yes - No</b></p> <p>Historically Underutilized Business - HUB (Required by some participating governmental entities) Vendor certifies that their firm is a HUB as defined by the State of Texas at <a href="https://comptroller.texas.gov/purchasing/vendor/hub/">https://comptroller.texas.gov/purchasing/vendor/hub/</a> or in a HUBZone as defined by the US Small Business Administration at <a href="https://www.sba.gov/offices/headquarters/ohp">https://www.sba.gov/offices/headquarters/ohp</a></p> <p>Proof of one or both may be submitted. Vendor must upload proof of certification to the "Response Attachments" HUB CERTIFICATES section.</p> <p><input type="text" value="No"/></p> |
| 3  | <p><b>Yes - No</b></p> <p>The Vendor can provide services and/or products to all 50 US States?</p> <p><input type="text" value="Yes"/></p>  |
| 4  | <p><b>States Served:</b></p> <p>If answer is NO to question #3, please list which states can be served. (Example: AR, OK, TX)</p> <p><input type="text" value="No response"/></p>   |
| 5  | <p><b>Company and/or Product Description:</b></p> <p>This information will appear on the TIPS website in the company profile section, if awarded a TIPS contract. (Limit 750 characters.)</p> <p><input type="text" value="Castle Branch, Inc. Provider of Background Check Solutions, Clinical Compliance Solutions, Immunization Tracking and Document Management, Drug Testing, Fingerprinting"/></p>  |
| 6  | <p><b>Primary Contact Name</b></p> <p>Primary Contact Name</p> <p><input type="text" value="Katie Giacalone"/></p>  |
| 7  | <p><b>Primary Contact Title</b></p> <p>Primary Contact Title</p> <p><input type="text" value="Sales Manager"/></p>  |
| 8  | <p><b>Primary Contact Email</b></p> <p>Primary Contact Email</p> <p><input type="text" value="katieg@castlebranch.com"/></p>  |
| 9  | <p><b>Primary Contact Phone</b></p> <p>Enter 10 digit phone number. (No dashes or extensions)<br/>Example: 8668398477</p> <p><input type="text" value="8887234263"/></p>  |
| 10 | <p><b>Primary Contact Fax</b></p> <p>Enter 10 digit phone number. (No dashes or extensions)<br/>Example: 8668398477</p> <p><input type="text" value="9107721528"/></p>  |

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| <b>1</b><br><b>1</b> | <b>Primary Contact Mobile</b><br>Enter 10 digit phone number. (No dashes or extensions)<br>Example: 8668398477<br><input type="text" value="6173476272"/> |
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| <b>1</b><br><b>2</b> | <b>Secondary Contact Name</b><br>Secondary Contact Name<br><input type="text" value="Mark Bradley"/> |
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| <b>1</b><br><b>3</b> | <b>Secondary Contact Title</b><br>Secondary Contact Title<br><input type="text" value="Sales Manager"/> |
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| <b>1</b><br><b>4</b> | <b>Secondary Contact Email</b><br>Secondary Contact Email<br><input type="text" value="mebradl@castlebranch.com"/> |
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| <b>1</b><br><b>5</b> | <b>Secondary Contact Phone</b><br>Enter 10 digit phone number. (No dashes or extensions)<br>Example: 8668398477<br><input type="text" value="8887234263"/> |
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| <b>1</b><br><b>6</b> | <b>Secondary Contact Fax</b><br>Enter 10 digit phone number. (No dashes or extensions)<br>Example: 8668398477<br><input type="text" value="9107721528"/> |
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| <b>1</b><br><b>7</b> | <b>Secondary Contact Mobile</b><br>Enter 10 digit phone number. (No dashes or extensions)<br>Example: 8668398477<br><input type="text" value="8034171678"/> |
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| <b>1</b><br><b>8</b> | <b>Admin Fee Contact Name</b><br>Admin Fee Contact Name. This person is responsible for paying the admin fee to TIPS.<br><input type="text" value="Darcy Barlow"/> |
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| <b>1</b><br><b>9</b> | <b>Admin Fee Contact Email</b><br>Admin Fee Contact Email<br><input type="text" value="djlittl@castlebranch.com"/> |
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| <b>2</b><br><b>0</b> | <b>Admin Fee Contact Phone</b><br>Enter 10 digit phone number. (No dashes or extensions)<br>Example: 8668398477<br><input type="text" value="9108330648"/> |
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| <b>2</b><br><b>1</b> | <b>Purchase Order Contact Name</b><br>Purchase Order Contact Name. This person is responsible for receiving Purchase Orders from TIPS.<br><input type="text" value="Katie Giacalone"/> |
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| <b>2</b><br><b>2</b> | <b>Purchase Order Contact Email</b><br>Purchase Order Contact Email<br><input type="text" value="katieg@castlebranch.com or orders@castlebranch.com"/>   |
| <b>2</b><br><b>3</b> | <b>Purchase Order Contact Phone</b><br>Enter 10 digit phone number. (No dashes or extensions)<br>Example: 8668398477<br><input type="text" value="8887234263"/>  |
| <b>2</b><br><b>4</b> | <b>Company Website</b><br>Company Website (Format - www.company.com)<br><input type="text" value="www.castlebranch.com"/>  |
| <b>2</b><br><b>5</b> | <b>Entity D/B/A's and Assumed Names</b><br>Please identify all of your entity's assumed names and D/B/A's. Please note that you will be identified publicly by the legal name under which you responded to this solicitation unless you organize otherwise with TIPS after award.<br><input type="text" value="CastleBranch"/>   |
| <b>2</b><br><b>6</b> | <b>Primary Address</b><br>Primary Address<br><input type="text" value="1844 Sir Tyler Drive"/>   |
| <b>2</b><br><b>7</b> | <b>Primary Address City</b><br>Primary Address City<br><input type="text" value="Wilmington"/>   |
| <b>2</b><br><b>8</b> | <b>Primary Address State</b><br>Primary Address State (2 Digit Abbreviation)<br><input type="text" value="North Carolina"/>  |
| <b>2</b><br><b>9</b> | <b>Primary Address Zip</b><br>Primary Address Zip<br><input type="text" value="28405"/>  |
| <b>3</b><br><b>0</b> | <b>Search Words:</b><br>Please list search words to be posted in the TIPS database about your company that TIPS website users might search. Words may be product names, manufacturers, or other words associated with the category of award. YOU MAY NOT LIST NON-CATEGORY ITEMS. (Limit 500 words) (Format: product, paper, construction, manufacturer name, etc.)<br><input type="text" value="Background Check Services, Background Screening Services, Drug Testing, Fingerprinting, Immunization Tracking, Document Management, Clinical Screening Solutions, Criminal Background Screening,"/> |

**3 1** Do you want TIPS Members to be able to spend Federal grant funds with you if awarded? Is it your intent to be able to sell to our members regardless of the fund source, whether it be local, state or federal?

Most of our members receive Federal Government grants and they make up a significant portion of their budgets. The Members need to know if your company is willing to sell to them when they spend federal budget funds on their purchase. There are attributes that follow that include provisions from the federal regulations in 2 CFR part 200. Your answers will determine if your award will be designated as Federal or Education Department General Administrative Regulations (EDGAR) compliant.

Do you want TIPS Members to be able to spend Federal grant funds with you if awarded and is it your intent to be able to sell to TIPS Members regardless of the fund source, whether it be local, state or federal?

**3 2** **Yes - No**  
Certification of Residency (Required by the State of Texas) The vendor's ultimate parent company or majority owner:

(A) has its principal place of business in Texas;

OR

(B) employs at least 500 persons in Texas?

This question is required as a data gathering function for information to our members making purchases with awarded vendors. It does not affect scoring with TIPS.

**3 3** **Company Residence (City)**  
Vendor's principal place of business is in the city of?

**3 4** **Company Residence (State)**  
Vendor's principal place of business is in the state of?

**35 Discount Offered - CAUTION READ CAREFULLY BECAUSE VENDORS FREQUENTLY MAKE MISTAKES ON THIS ATTRIBUTE QUESTION**

Remember this is a **MINIMUM** discount percentage. So, be sure that the discount percentage inserted here can be applied to ANY OFFERING OF GOODS OR SERVICES THROUGHOUT THE LIFE OF THE CONTRACT

CAUTION: BE CERTAIN YOU CAN HONOR THIS **MINIMUM** DISCOUNT PERCENTAGE ON ANY OFFERED SERVICE OR GOOD NOW OR DURING THE LIFE OF THE CONTRACT.

What is the **MINIMUM** percentage discount off of any item or service you offer to TIPS Members that is in your regular catalog (as defined in the solicitation specifications document), website, store or shelf pricing or when adding new goods or services to your offerings during the life of the contract? The resulting price of any goods or services Catalog list prices after this discount is applied is a ceiling on your pricing and not a floor because, in order to be more competitive in the individual circumstance, you may offer a larger discount depending on the items or services purchased and the quantity at time of sale.

Must answer with a number between 0% and 100%.

**36 MINIMUM Discount Term**

Does the vendor agree to at least offer, for the life of the Agreement, the Minimum Discount Percentage off list or catalog proposed by Vendor in response to the Attribute entitled "Discount Offered - CAUTION READ CAREFULLY BECAUSE VENDORS FREQUENTLY MAKE MISTAKES ON THIS ATTRIBUTE QUESTION"? TIPS will utilize this response to satisfy the Long Term Cost scoring evaluation criteria. A "YES" answer will be awarded the maximum 10 points for this criterion out of the 100 total points and a "NO" answer is awarded 0 points.

**37 Catalog or list pricing of vendor**

For the duration of the Contract, Vendor agrees to provide catalog pricing, as defined in the solicitation and below, to TIPS upon request for any goods and services offered on the Vendor's TIPS Contract.

"Catalog" means the available list of tangible personal property or services, in the most current listing, regardless of date, during the life of the contract, that takes the form of a catalog, price list, schedule, shelf price or other form that:

- A. is regularly maintained by the manufacturer or Vendor of an item; and
- B. is either published or otherwise available for inspection by a customer during the purchase process;
- C. to which the minimum discount proposed by the proposing Vendor may be applied.

**38 TIPS Administration Fee**

By submitting a proposal, I agree that all pricing submitted to TIPS shall include the Administration Fee, as designated in the solicitation or as otherwise agreed in writing which shall be remitted to TIPS by the Vendor, or the vendor's named resellers, and as agreed to in the Vendor Agreement. I agree that the fee shall not and will not be added by the Vendor as a separate line item on a TIPS member invoice, quote, proposal or any other written communications with the TIPS member.

**39 Yes - No**

Vendor agrees to remit to TIPS the required administration fee or, if resellers are named, Vendor agrees to guarantee the fee remittance by or for the reseller named by the vendor?

TIPS/ESC Region 8 is required by Texas Government Code § 791 to be compensated for its work and thus, failure to agree shall render your response void and it will not be considered.

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| <b>4</b><br><b>0</b> | <b>Additional Discounts?</b><br>Do you offer additional discounts to TIPS members for large order quantities or large scope of work?<br><input type="text" value="Yes"/> |
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| <b>4</b><br><b>1</b> | <b>Years experience in category of goods or services</b><br>Company years experience in this category of goods or services? This is an evaluation criterion worth a maximum of 10 points. See RFP for more information.<br><input type="text" value="24"/> |
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| <b>4</b><br><b>2</b> | <b>Resellers:</b><br>Does the vendor have resellers that it will name under this contract? Resellers are defined as other companies that sell your products under an agreement with you, the awarded vendor of TIPS.<br><br>EXAMPLE: BIGmart is a reseller of ACME brand televisions. If ACME were a TIPS awarded vendor, then ACME would list BIGmart as a reseller.<br><br>(If applicable, Vendor should add all Authorized Resellers within the TIPS Vendor Portal upon award).<br><input type="text" value="No"/> |
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| <b>4</b><br><b>3</b> | <b>Right of Refusal</b><br>Does the proposing vendor wish to reserve the right not to perform under the awarded agreement with a TIPS member at vendor's discretion?<br><input type="text" value="Yes"/> |
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| <b>4</b><br><b>4</b> | <b>NON-COLLUSIVE BIDDING CERTIFICATE</b><br>By submission of this bid or proposal, the Bidder certifies that:<br><br>1) This bid or proposal has been independently arrived at without collusion with any other Bidder or with any Competitor;<br><br>2) This bid or proposal has not been knowingly disclosed and will not be knowingly disclosed, prior to the opening of bids, or proposals for this project, to any other Bidder, Competitor or potential competitor:<br><br>3) No attempt has been or will be made to induce any other person, partnership or corporation to submit or not to submit a bid or proposal;<br><br>4) The person signing this bid or proposal certifies that he has fully informed himself regarding the accuracy of the statements contained in this certification, and under the penalties being applicable to the Bidder as well as to the person signing in its behalf.<br><br>Not a negotiable term. Failure to agree will render your proposal non-responsive and it will not be considered. |
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**4 5 CONFLICT OF INTEREST QUESTIONNAIRE - FORM CIQ - Do you have any CONFLICT OF INTEREST TO REPORT OR DISCLOSE under this statutory requirement?**

Do you have any CONFLICT OF INTEREST TO REPORT OR DISCLOSE under this statutory requirement? YES or NO

If you have a conflict of interest as described in this form or the Local Government Code Chapter 176, cited therein- you are required to complete and file with TIPS.  
The Form CIQ is one of the attachments to this solicitation.

There is an optional upload for this form provided if you have a conflict and must file the form

**4 6 Filing of Form CIQ**

If yes (above), have you filed a form CIQ by uploading the form to this RFP as directed above?

**4 7 Regulatory Standing**

I certify to TIPS for the proposal attached that my company is in good standing with all governmental agencies Federal or state that regulate any part of our business operations. If not, please explain in the next attribute question.

**4 8 Regulatory Standing**

Regulatory Standing explanation of no answer on previous question.

**4 9 Antitrust Certification Statements (Tex. Government Code § 2155.005)**

By submission of this bid or proposal, the Bidder certifies that:

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

(1) I am duly authorized to execute this contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Company) listed below;

(2) In connection with this bid, neither I nor any representative of the Company has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15;

(3) In connection with this bid, neither I nor any representative of the Company has violated any federal antitrust law;

(4) Neither I nor any representative of the Company has directly or indirectly communicated any of the contents of this bid to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.

## Suspension or Debarment Instructions

### Instructions for Certification:

1. By answering yes to the next Attribute question below, the vendor and prospective lower tier participant is providing the certification set out herein in accordance with these instructions.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and / or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participants," "person," "primary covered transaction," "principal," "proposal" and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction" without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and / or debarment.

**5**  
**1** **Suspension or Debarment Certification**

By answering yes, you certify that no federal suspension or debarment is in place, which would preclude receiving a federally funded contract as described above.

Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

By answering yes, you certify that no federal suspension or debarment is in place, which would preclude receiving a federally funded contract as described above.

**5**  
**2** **Non-Discrimination Statement and Certification**

In accordance with Federal civil rights law, all U.S. Departments, including the U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, American Sign Language, etc.) should contact the responsible Agency or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at How to File a Program Discrimination Complaint and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410; (2) fax: (202) 690-7442; or (3) email: program.intake@usda.gov.

(Title VI of the Education Amendments of 1972; Section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975; Title 7 CFR Parts 15, 15a, and 15b; the Americans with Disabilities Act; and FNS Instruction 113-1, Civil Rights Compliance and Enforcement – Nutrition Programs and Activities)

All U.S. Departments, including the USDA are equal opportunity provider, employer, and lender.

Not a negotiable term. Failure to agree by answering YES will render your proposal non-responsive and it will not be considered. I certify that in the performance of a contract with TIPS or its members, that our company will conform to the foregoing anti-discrimination statement and comply with the cited and all other applicable laws and regulations.

Yes, I certify (Yes)

**5**  
**3** **2 CFR PART 200 Contract Provisions Explanation**

Required Federal contract provisions of Federal Regulations for Contracts for contracts with ESC Region 8 and TIPS Members:

The following provisions are required to be in place and agreed if the procurement is funded in any part with federal funds.

The ESC Region 8 and TIPS Members are the subgrantee or Subrecipient by definition. Most of the provisions are located in 2 CFR PART 200 - Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards at 2 CFR PART 200. Others are included within 2 CFR part 200 et al.

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

**5**  
**4** **2 CFR PART 200 Contracts**

Contracts for more than the simplified acquisition threshold currently set at \$250,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Notice: Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

Does vendor agree?

**5**  
**5** **2 CFR PART 200 Termination**

Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of \$10,000)

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members reserves the right to terminate any agreement in excess of \$10,000 resulting from this procurement process for cause after giving the vendor an appropriate opportunity and up to 30 days, to cure the causal breach of terms and conditions. ESC Region 8 and TIPS Members reserves the right to terminate any agreement in excess of \$10,000 resulting from this procurement process for convenience with 30 days notice in writing to the awarded vendor. The vendor would be compensated for work performed and goods procured as of the termination date if for convenience of the ESC Region 8 and TIPS Members. Any award under this procurement process is not exclusive and the ESC Region 8 and TIPS reserves the right to purchase goods and services from other vendors when it is in the best interest of the ESC Region 8 and TIPS.

Does vendor agree?

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**2 CFR PART 200 Clean Air Act**

Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$250,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Pursuant to the Clean Air Act, et al above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members requires that the proposer certify that during the term of an award by the ESC Region 8 and TIPS Members resulting from this procurement process the vendor agrees to comply with all of the above regulations, including all of the terms listed and referenced therein.

Does vendor agree?

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7

**2 CFR PART 200 Byrd Anti-Lobbying Amendment**

Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members requires the proposer certify that during the term and during the life of any contract with ESC Region 8 and TIPS Members resulting from this procurement process the vendor certifies to the terms included or referenced herein.

Does vendor agree?

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8

**2 CFR PART 200 Federal Rule**

Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (Contracts, subcontracts, and subgrants of amounts in excess of \$250,000)

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members requires the proposer certify that in performance of the contracts, subcontracts, and subgrants of amounts in excess of \$250,000, the vendor will be in compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15).

Does vendor certify that it is in compliance with the Clean Air Act?

**5 2 CFR PART 200 Procurement of Recovered Materials**

A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

Does vendor certify that it is in compliance with the Solid Waste Disposal Act as described above?

**6 2 CFR PART 200 Rights to Inventions**

If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

Pursuant to the above, when the foregoing applies to ESC Region 8 and TIPS Members, Vendor certifies that during the term of an award resulting from this procurement process, Vendor agrees to comply with all applicable requirements as referenced in the Federal rule above.

Does vendor agree?

**6 2 CFR PART 200 Domestic Preferences for Procurements**

As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award. For purposes of 2 CFR Part 200.322, "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. Moreover, for purposes of 2 CFR Part 200.322, "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum, plastics and polymer-based products such as polyvinyl chloride pipe, aggregates such as concrete, glass, including optical fiber, and lumber.

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, Vendor certifies that to the greatest extent practicable Vendor will provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products).

Does vendor agree?

**6 2 2 CFR PART 200 Ban on Foreign Telecommunications**

Federal grant funds may not be used to purchase equipment, services, or systems that use "covered telecommunications" equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. "Covered telecommunications" means purchases from Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities), and video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, Vendor certifies that Vendor will not purchase equipment, services, or systems that use "covered telecommunications", as defined by 2 CFR §200.216 equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

Does vendor agree?

**6 3 Certification Regarding Lobbying**

Applicable to Grants, Subgrants, Cooperative Agreements, and Contracts Exceeding \$100,000 in Federal Funds

Submission of this certification is a prerequisite for making or entering into this transaction and is imposed by section 1352, Title 31, U.S. Code. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all covered subawards exceeding \$100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

**6 4 If you answered "I HAVE lobbied" to the above Attribute Question**

If you answered "I HAVE lobbied" to the above Attribute question, you must download the Lobbying Report "Standard From LLL, disclosure Form to Report Lobbying" which includes instruction on completing the form, complete and submit it in the Response Attachments section as a report of the lobbying activities you performed or paid others to perform.

**6  
5 Subcontracting with Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms.**

Do you ever anticipate the possibility of subcontracting any of your work under this award if you are successful?

IF NO, DO NOT ANSWER THE NEXT ATTRIBUTE QUESTION. . IF YES, and ONLY IF YES, you must answer the next question YES if you want a TIPS Member to be authorized to spend Federal Grant Funds for Procurement.

**6  
6 ONLY IF YES TO THE PREVIOUS QUESTION OR if you ever do subcontract any part of your performance under the TIPS Agreement, do you agree to comply with the following federal requirements?**

ONLY IF YES TO THE PREVIOUS QUESTION OR if you ever do subcontract any part of your performance under the TIPS Agreement,

do you agree to comply with the following federal requirements?

Federal Regulation 2 CFR §200.321 Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms. (a)The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

(b) Affirmative steps must include:

(1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

(2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

(3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;

(4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;

(5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce ; and

(6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs(1) through (5) of this section.



**6** **Indemnification**

**7**

The ESC Region 8 and TIPS is a Texas Political Subdivision and a local governmental entity; therefore, is prohibited from indemnifying third parties pursuant to the Texas Constitution (Article 3, Section 52) except as specifically provided by law or as ordered by a court of competent jurisdiction. A provision in a contract to indemnify or hold a party harmless is a promise to pay for any expenses the indemnified party incurs, if a specified event occurs, such as breaching the terms of the contract or negligently performing duties under the contract. Article III, Section 49 of the Texas Constitution states that "no debt shall be created by or on behalf of the State ... " The Attorney General has counseled that a contractually imposed obligation of indemnity creates a "debt" in the constitutional sense. Tex. Att'y Gen. Op. No. MW-475 (1982). Contract clauses which require the System or institutions to indemnify must be deleted or qualified with "to the extent permitted by the Constitution and Laws of the State of Texas." Liquidated damages, attorney's fees, waiver of vendor's liability, and waiver of statutes of limitations clauses should also be deleted or qualified with "to the extent permitted by the Constitution and laws of State of Texas."

Not a negotiable term. Failure to agree will render your proposal non-responsive and it will not be considered. Do you agree to these terms?

Yes, I Agree (Yes)

**6** **Remedies**

**8**

The parties shall be entitled to exercise any right or remedy available to it either at law or in equity, subject to the choice of law, venue and service of process clauses limitations agreed herein. Nothing in this agreement shall commit the TIPS to an arbitration resolution of any disagreement under any circumstances. Any Claim arising out of or related to the Contract, except for those specifically waived under the terms of the Contract, may, after denial of the Board of Directors, be subject to mediation at the request of either party. Any issues not resolved hereunder MAY be referred to non-binding mediation to be conducted by a mutually agreed upon mediator as a prerequisite to the filing of any lawsuit over such issue(s). The parties shall share the mediator's fee and any associated filing fee equally. Mediation shall be held in Camp or Titus County, Texas. Agreements reached in mediation shall be reduced to writing, and will be subject to the approval by the District's Board of Directors, signed by the Parties if approved by the Board of Directors, and, if signed, shall thereafter be enforceable as provided by the laws of the State of Texas.

Do you agree to these terms?

**6** **Remedies Explanation of No Answer**

**9**

**70 Choice of Law**

The agreement between the Vendor and TIPS/ESC Region 8 and any addenda or other additions resulting from this procurement process, however described, shall be governed by, construed and enforced in accordance with the laws of the State of Texas, regardless of any conflict of laws principles.  
THIS DOES NOT APPLY to a vendor's agreement entered into with a TIPS Member, as the Member may be located outside Texas.

Do you agree to these terms?

**71 Venue, Jurisdiction and Service of Process**

Any proceeding, involving Region 8 ESC or TIPS, arising out of or relating to this procurement process or any contract issued by TIPS resulting from or any contemplated transaction shall be brought in a court of competent jurisdiction in Camp County, Texas and each of the parties irrevocably submits to the exclusive jurisdiction of said court in any such proceeding, waives any objection it may now or hereafter have to venue or to convenience of forum, agrees that all claims in respect of the Proceeding shall be heard and determined only in any such court, and agrees not to bring any proceeding arising out of or relating to this procurement process or any contract resulting from or any contemplated transaction in any other court. The parties agree that either or both of them may file a copy of this paragraph with any court as written evidence of the knowing, voluntary and freely bargained for agreement between the parties irrevocably to waive any objections to venue or to convenience of forum. Process in any Proceeding referred to in the first sentence of this Section may be served on any party anywhere in the world. Any dispute resolution process other than litigation shall have venue in Camp County or Titus County Texas.

Do you agree to these terms?

**72 Infringement(s)**

The successful vendor will be expected to indemnify and hold harmless the TIPS and its employees, officers, agents, representatives, contractors, assignees and designees from any and all third party claims and judgments involving infringement of patent, copyright, trade secrets, trade or service marks, and any other intellectual or intangible property rights attributed to or claims based on the Vendor's proposal or Vendor's performance of contracts awarded and approved.

Do you agree to these terms?

**73 Infringement(s) Explanation of No Answer**

**74 Contract Governance**

Any contract made or entered into by the TIPS is subject to and is to be governed by Section 271.151 et seq, Tex Loc Gov't Code. Otherwise, TIPS does not waive its governmental immunities from suit or liability except to the extent expressly waived by other applicable laws in clear and unambiguous language.

Yes, I Agree (Yes)

**7** **Payment Terms and Funding Out Clause**

**5**

Payment Terms:

TIPS or TIPS Members shall not be liable for interest or late payment fees on past-due balances at a rate higher than permitted by the laws or regulations of the jurisdiction of the TIPS Member.

Funding Out Clause:

Vendor agrees to abide by the laws and regulations, including Texas Local Government Code § 271.903, or any statutory or regulatory limitations of the jurisdiction of any TIPS Member which governs contracts entered into by the Vendor and TIPS or a TIPS Member that requires all contracts approved by TIPS or a TIPS Member are subject to the budgeting and appropriation of currently available funds by the entity or its governing body.

See statute(s) for specifics or consult your legal counsel.

Not a negotiable term. Failure to agree will render your proposal non-responsive and it will not be considered.

Do you agree to these terms?

Yes, I Agree (Yes)

**7** **Insurance and Fingerprint Requirements Information**

**6**

Insurance

If applicable and your staff will be on TIPS member premises for delivery, training or installation etc. and/or with an automobile, you must carry automobile insurance as required by law. You may be asked to provide proof of insurance.

Fingerprint

It is possible that a vendor may be subject to Chapter 22 of the Texas Education Code. The Texas Education Code, Chapter 22, Section 22.0834 & 22.08341. Statutory language may be found at: <http://www.statutes.legis.state.tx.us/>

If the vendor has staff that meet both of these criterion:

- (1) will have continuing duties related to the contracted services; and
- (2) has or will have direct contact with students

Then you have "covered" employees for purposes of completing the attached form.

TIPS recommends all vendors consult their legal counsel for guidance in compliance with this law. If you have questions on how to comply, see below. If you have questions on compliance with this code section, contact the Texas Department of Public Safety Non-Criminal Justice Unit, Access and Dissemination Bureau, FAST-FACT at [NCJU@txdps.state.tx.us](mailto:NCJU@txdps.state.tx.us) and you should send an email identifying you as a contractor to a Texas Independent School District or ESC Region 8 and TIPS. Texas DPS phone number is (512) 424-2474.

See form in the next attribute to complete entitled:  
Texas Education Code Chapter 22 Contractor Certification for Contractor Employees

## Texas Education Code Chapter 22 Contractor Certification for Contractor Employees

Introduction: Texas Education Code Chapter 22 requires entities that contract with school districts to provide services to obtain criminal history record information regarding covered employees. Contractors must certify to the district that they have complied. Covered employees with disqualifying criminal histories are prohibited from serving at a school district.

Definitions: Covered employees: Employees of a contractor or subcontractor who have or will have continuing duties related to the service to be performed at the District and have or will have direct contact with students. The District will be the final arbiter of what constitutes direct contact with students. Disqualifying criminal history: Any conviction or other criminal history information designated by the District, or one of the following offenses, if at the time of the offense, the victim was under 18 or enrolled in a public school:

(a) a felony offense under Title 5, Texas Penal Code; (b) an offense for which a defendant is required to register as a sex offender under Chapter 62, Texas Code of Criminal Procedure; or (c) an equivalent offense under federal law or the laws of another state.

I certify that:

**NONE (Section A)** of the employees of Contractor and any subcontractors are covered employees, as defined above. If this box is checked, I further certify that Contractor has taken precautions or imposed conditions to ensure that the employees of Contractor and any subcontractor will not become covered employees. Contractor will maintain these precautions or conditions throughout the time the contracted services are provided.

**OR**

**SOME (Section B)** or all of the employees of Contractor and any subcontractor are covered employees. If this box is checked, I further certify that:

(1) Contractor has obtained all required criminal history record information regarding its covered employees. None of the covered employees has a disqualifying criminal history.

(2) If Contractor receives information that a covered employee subsequently has a reported criminal history, Contractor will immediately remove the covered employee from contract duties and notify the District in writing within 3 business days.

(3) Upon request, Contractor will provide the District with the name and any other requested information of covered employees so that the District may obtain criminal history record information on the covered employees.

(4) If the District objects to the assignment of a covered employee on the basis of the covered employee's criminal history record information, Contractor agrees to discontinue using that covered employee to provide services at the District.

Noncompliance or misrepresentation regarding this certification may be grounds for contract termination.

None

**7** **Texas Business and Commerce Code § 272 Requirements as of 9-1-2017**

**8** SB 807 prohibits construction contracts to have provisions requiring the contract to be subject to the laws of another state, to be required to litigate the contract in another state, or to require arbitration in another state. A contract with such provisions is voidable. Under this new statute, a "construction contract" includes contracts, subcontracts, or agreements with (among others) architects, engineers, contractors, construction managers, equipment lessors, or materials suppliers. "Construction contracts" are for the design, construction, alteration, renovation, remodeling, or repair of any building or improvement to real property, or for furnishing materials or equipment for the project. The term also includes moving, demolition, or excavation. BY RESPONDING TO THIS SOLICITATION, AND WHEN APPLICABLE, THE PROPOSER AGREES TO COMPLY WITH THE TEXAS BUSINESS AND COMMERCE CODE § 272 WHEN EXECUTING CONTRACTS WITH TIPS MEMBERS THAT ARE TEXAS GOVERNMENT ENTITIES.

**7** **Texas Government Code 2270 & 2271 Verification Form**

**9** Texas Government Code 2270 & 2271 Verification Form

If (a) Vendor is not a sole proprietorship; (b) Vendor has ten (10) or more full-time employees; and (c) this Agreement has a value of \$100,000 or more, the following certification shall apply; otherwise, this certification is not required. Pursuant to Chapter 2271 of the Texas Government Code, the Vendor hereby certifies and verifies that neither the Vendor, nor any affiliate, subsidiary, or parent company of the Vendor, if any (the "Vendor Companies"), boycotts Israel, and the Vendor agrees that the Vendor and Vendor Companies will not boycott Israel during the term of this Agreement. For purposes of this Agreement, the term "boycott" shall mean and include refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

Our entity further certifies that it is is not listed on and we do not do business with companies prohibited by Texas Government Code 2270 or that are on the Texas Comptroller of Public Accounts list of Designated Foreign Terrorists Organizations per Texas Gov't Code 2270.0153 found at <https://comptroller.texas.gov/purchasing/docs/foreign-terrorist.pdf>

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

**8** **Logos and other company marks**

**0** Please upload your company logo to be added to your individual profile page on the TIPS website. If any particular specifications are required for use of your company logo, please upload that information under the "Logo and Other Company Marks" section under the "Response Attachment" tab. Preferred Logo Format: 300 x 225 px - .png, .eps, .jpeg preferred

Potential uses of company logo:

- \* Your Vendor Profile Page of TIPS website
- \* Potentially on TIPS website scroll bar for Top Performing Vendors
- \* TIPS Quarterly eNewsletter sent to TIPS Members
- \* Co-branding Flyers and or email blasts to our TIPS Members (Permission and approval will be obtained before publishing)

**8**  
**1 Solicitation Deviation/Compliance**

Does the vendor agree with the General Conditions Standard Terms and Conditions or Item Specifications listed in this proposal invitation?

Yes

**8**  
**2 Solicitation Exceptions/Deviations Explanation**

If the bidder intends to deviate from the General Conditions Standard Terms and Conditions or Item Specifications listed in this proposal invitation, all such deviations must be listed on this attribute, with complete and detailed conditions and information included or attached.

TIPS will consider any deviations in its proposal award decisions, and TIPS reserves the right to accept or reject any bid based upon any deviations indicated below or in any attachments or inclusions.

In the absence of any deviation entry on this attribute, the proposer assures TIPS of their full compliance with the Standard Terms and Conditions, Item Specifications, and all other information contained in this Solicitation.

No response

**8**  
**3 Agreement Deviation/Compliance**

Does the vendor agree with the language in the Vendor Agreement?

Yes

**8**  
**4 Agreement Exceptions/Deviations Explanation**

If the proposing Vendor desires to deviate from the Vendor Agreement language, all such deviations must be listed on this attribute, with complete and detailed conditions and information included. TIPS will consider any deviations in its proposal award decisions, and TIPS reserves the right to accept or reject any proposal based upon any deviations indicated below. In the absence of any deviation entry on this attribute, the proposer assures TIPS of their full compliance with the Vendor Agreement.

No response

**8**  
**5 Felony Conviction Notice**

Texas Education Code, Section 44.034, Notification of Criminal History, Subsection (a), states "a person or business entity that enters into a contract with a school district must give advance notice to the district if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony." Subsection (b) states "a school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract." (c) This section does not apply to a publicly held corporation. The person completing this proposal certifies that they are authorized to provide the answer to this question.

Select A., B. or C.

A. My firm is a publicly held corporation; therefore, this reporting requirement is not applicable.

OR B. My firm is not owned nor operated by anyone who has been convicted of a felony, OR

C. My firm is owned or operated by the following individual(s) who has/have been convicted of a felony. (if you answer C below, you are required to provide information in the next attribute.

B. Firm not owned nor operated by felon; per above

**86** **If you answered C. My Firm is owned or operated by a felon to the previous question, you are REQUIRED TO ANSWER THE FOLLOWING QUESTIONS.**

If you answered C. My Firm is owned or operated by a felon to the previous question, you must provide the following information.

1. Name of Felon(s)
2. The named person's role in the firm, and
3. Details of Conviction(s).

**87** **Required Confidentiality Claim Form**

Required Confidentiality Claim Form

This completed form is required by TIPS. By submitting a response to this solicitation you agree to download from the "Attachments" section, complete according to the instructions on the form, then upload the completed form, with any confidential attachments, if applicable, to the "Response Attachments" section titled "Confidentiality Form" in order to provide to TIPS the completed form titled, "CONFIDENTIALITY CLAIM FORM". **THIS REQUIRED PROCESS IS THE ONLY WAY TO DEEM PROPOSAL DOCUMENTATION CONFIDENTIAL ANY OTHER CONFIDENTIAL DESIGNATION WILL BE DISREGARDED UNLESS THE DOCUMENT IS IDENTIFIED BY AND ATTACHED TO THE REQUIRED FORM.** By completing this process, you provide us with the information we require to comply with the open record laws of the State of Texas as they may apply to your proposal submission. If you do not provide the form with your proposal, an award will not be made if your proposal is qualified for an award, until TIPS has an accurate, completed form from you.

Read the form carefully before completing and if you have any questions, email bids@tips-usa.com.

**88** **Choice of Law clauses with TIPS Members**

If the vendor is awarded a contract with TIPS under this solicitation, the vendor agrees to make any Choice of Law clauses in any contract or agreement entered into between the awarded vendor and with a TIPS member entity to read as follows: "Choice of law shall be the laws of the state where the customer resides" or words to that effect.

**89** **Venue of dispute resolution with a TIPS Member**

In the event of litigation or use of any dispute resolution model when resolving disputes with a TIPS member entity as a result of a transaction between the vendor and TIPS or the TIPS member entity, the Venue for any litigation or other agreed upon model shall be in the state and county where the customer resides unless otherwise agreed by the parties at the time the dispute resolution model is decided by the parties.

**90** **Automatic renewal of contracts or agreements with TIPS or a TIPS member entity**

This clause **DOES NOT** prohibit multiyear contracts or agreements with TIPS member entities.

Because TIPS and TIPS members are governmental entities subject to laws that control appropriations of funds during their fiscal years for contracts and agreements to provide goods and services, does the Vendor agree to limit any automatic renewal clauses of a contract or agreement executed as a result of this TIPS solicitation award to not longer than "month to month" and at the TIPS contracted rate.

**9 1 Indemnity Limitation with TIPS Members**

Texas and other states restrict by law or state Constitution the ability of a governmental entity to indemnify others. TIPS requires that any contract entered into between a vendor and TIPS or a TIPS Member as a result of an award under this Solicitation limit the requirement that the Customer indemnify the Vendor by either eliminating any such indemnity requirement clauses in any agreements, contracts or other binding documents **OR** by prefacing all indemnity clauses required of TIPS or the TIPS Member entity with the following: "To the extent permitted by the laws or the Constitution of the state where the customer resides, ".

**Agreement is a required condition to award of a contract resulting from this Solicitation.**

**9 2 Arbitration Clauses**

Except for certain circumstances, TIPS forbids a mandatory arbitration clause in any contract or agreement entered into between the awarded vendor with TIPS or a TIPS member entity. Does the vendor agree to exclude any arbitration requirement in any contracts or agreement entered into between TIPS or a TIPS member entity through an awarded contract with TIPS?

**9 3 Required Vendor Sales Reporting**

By responding to this Solicitation, you agree to report to TIPS all sales made under any awarded Agreement with TIPS. Vendor is required to report all sales under the TIPS contract to TIPS. If the TIPS Member entity requesting a price from the awarded Vendor requests the TIPS contract, Vendor must include the TIPS Contract number on any communications with the TIPS Member entity. If awarded, you will be provided access to the Vendor Portal. To report sales, login to the TIPS Vendor Portal and click on the PO's and Payments tab. Pages 3-7 of the **Vendor Portal User Guide** will walk you through the process of reporting sales to TIPS. Please refer to the TIPS **Accounting FAQ's** for more information about reporting sales and if you have further questions, contact the Accounting Team at [accounting@tips-usa.com](mailto:accounting@tips-usa.com). The Vendor or vendor assigned dealers are responsible for keeping record of all sales that go through the TIPS Agreement and submitting same to TIPS.

**9 4 Upload of Current W-9 Required**

Please note that you are required by TIPS to upload a current W-9 Internal Revenue Service (IRS) Tax Form for your entity. This form will be utilized by TIPS to properly identify your entity.





**Required Confidential Information Status Form**

Castle Branch, Inc.

Name of company

Printed Name and Title of authorized company officer declaring below the confidential status of material

Lauren Henderson, CFO

Wilmington

NC 28403

888-723-4263

Address

City

State

ZIP

Phone

**ALL VENDORS MUST COMPLETE THE ABOVE SECTION**

CONFIDENTIAL INFORMATION SUBMITTED IN RESPONSE TO COMPETITIVE PROCUREMENT REQUESTS OF EDUCATION SERVICE CENTER REGION 8 AND TIPS (ESC8) IS GOVERNED BY TEXAS GOVERNMENT CODE, CHAPTER 552

If you consider any portion of your proposal to be confidential information and not subject to public disclosure pursuant to Chapter 552 Texas Gov't Code or other law(s), you **must attach a copy of all claimed confidential materials within your proposal and put this COMPLETED form as a cover sheet to said materials then scan, name "CONFIDENTIAL" and upload with your proposal submission.** (You must include all the confidential information in the submitted proposal. The copy uploaded is to indicate which material in your proposal, if any, you deem confidential in the event the receives a Public Information Request.) ESC8 and TIPS will follow procedures of controlling statute(s) regarding any claim of confidentiality and shall not be liable for any release of information required by law. Upon your claim and your defense to the Office of Texas Attorney General is required to make the final determination whether the information submitted by you and held by ESC8 and TIPS is confidential and exempt from public disclosure.

**ALL VENDORS MUST COMPLETE ONE OF THE TWO OPTIONS BELOW.**

**OPTION 1:**

**I DO CLAIM** parts of my proposal to be confidential and **DO NOT** desire to expressly waive a claim of confidentiality of all information contained within our response to the solicitation. The attached contains material from our proposal that I classify and deem confidential under Texas Gov't Code Sec. 552 or other law(s) and I invoke my statutory rights to confidential treatment of the enclosed materials.

**IF CLAIMING PARTS OF YOUR PROPOSAL CONFIDENTIAL, YOU MUST ATTACH THE SHEETS TO THIS FORM AND LIST THE NUMBER OF TOTAL PAGES THAT ARE CONFIDENTIAL.**

**ATTACHED** ARE COPIES OF 1 PAGES OF CLAIMED CONFIDENTIAL MATERIAL FROM OUR PROPOSAL THAT WE DEEM TO BE NOT PUBLIC INFORMATION AND WILL DEFEND THAT CLAIM TO THE TEXAS ATTORNEY GENERAL IF REQUESTED WHEN A PUBLIC INFORMATION REQUEST IS MADE FOR OUR PROPOSAL.

Signature  Date 8.17.21

**OR**

**OPTION 2:**

**I DO NOT CLAIM** any of my proposal to be confidential, complete the section below.

**Express Waiver:** I desire to expressly waive any claim of confidentiality as to any and all information contained within our response to the competitive procurement process (e.g. RFP, CSP, Bid, RFQ, etc.) by completing the following and submitting this sheet with our response to Education Service Center Region 8 and TIPS.

Signature \_\_\_\_\_ Date \_\_\_\_\_



**The Background Screening Credentialing Council  
granted Reaccreditation status to  
Castle Branch, Inc.  
on the 10<sup>th</sup> Day of January, 2019.**

**ORIGINAL  
RFP #210701**



# CastleBranch

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The Interlocal Purchasing System (TIPS)

Criminal Background Check and  
Fingerprinting Equipment and Services

August 20, 2021

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**PREPARED BY:**

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**CastleBranch**

The Power to Make Informed Decisions.

TIPS/Region 8 ESC  
4845 US Hwy. 271 North  
Pittsburg, Texas 75686

August 18, 2021

To Whom It May Concern:

Castle Branch Inc. is pleased to respond to your recent request for proposal #210701. We would like to offer TIPS our considerable expertise in the fields of criminal background checks and fingerprinting services, ensuring TIPS is equipped to make safe, reliable and well-informed employment decisions. As your current partner, we appreciate the opportunity to conduct business with you and look forward to continuing this rewarding partnership.

Founded in 1997, CastleBranch is ranked among the top 10 employment screening companies in the country. A mature organization with over 400 full time employees, we are committed to helping over 35,000 client accounts reduce risk and improve workplace security by providing highly accurate background screening results.

Currently, we understand that TIPS is seeking providers for criminal background check and fingerprinting services to offer its member entities. To support this effort, TIPS requires a sophisticated organization with significant resources and expertise. Additionally, you need a partner that can produce results quickly and efficiently without sacrificing accuracy or opening your organization up to costly litigation.

As an industry leader, CastleBranch believes it is more important than ever for employers to readily have access to the most reliable data available, which can be used to protect themselves and their employees. To ensure TIPS receives the quality products and support it deserves, CastleBranch is proposing to implement the following solutions/services:

- An online platform to manage the entire background screening process
- A background screening program that uses primary sources whenever possible, ensuring TIPS has the most accurate, up-to-date results available
- The support of a large organization that can afford to follow-up with county court systems and other repositories to ensure results are returned as quickly as the law allows
- Concierge-level customer support from a dedicated team of Customer Experience Specialists
- A team of compliance experts dedicated to maintaining FCRA rules and regulations and reducing potential risks for our clients

To address these needs, CastleBranch is proposing to implement a background screening and fingerprinting program that prioritizes accuracy, speed and compliance for TIPS. This program can be managed through our online platform, the Administrator Portal, where TIPS can order, monitor and review screening results. Using this system, CastleBranch processed over 3.6 million background screening records in 2020 and maintained a 99.997 percent accuracy rate. We deliver completed results, on average, within 2.076 business days. Additionally, you will have a highly trained customer and compliance support team at your disposal, ensuring you receive the quality care and attention you deserve.

Thank you for your consideration. Please do not hesitate to contact me for any additional information or clarification.

Sincerely,

Katie Giacalone  
Sales Manager  
888.723.4263 ext. 7155  
katieg@CastleBranch.com



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# History

Founded in 1997, CastleBranch is ranked among the top 10 employment screening companies in the United States. We provide services to over 70 percent of colleges and universities in the nation, including 17,688 programs spread across 4,752 campuses. CastleBranch serves over 35,000 client accounts with timely, accurate results to assist with safe hiring practices.

In 2020, CastleBranch processed 3.6 million criminal record searches and maintained a 99.997 percent accuracy rate. We understand that time is of the essence when it comes to making smart hiring decisions, which is why CastleBranch's turnaround time averages 2.076 business days for completed results.

We deliver flexible, easy-to-use and affordable products, services and solutions to clients while upholding the standards and requirements defined by the Fair Credit Reporting Act (FCRA), the Professional Background Screening Association (PBSA, formerly NAPBS) and the Payment Card Industry Data Security Standards (PCIDSS).

CastleBranch's approach is built upon best practices derived from 24 years of industry experience. We've amassed significant market intelligence which allows us to identify emerging issues well before our customers ask about them. We've taken these learnings and have instilled them into our people, our processes and our platform — establishing significant best practices in the process. Our company is structured to gather these industry best practices and filter them back to our clients, ensuring they receive the highest value and greatest ROI.

Our company, which began operations in Chapel Hill, North Carolina in 1997, moved to Wilmington, North Carolina in 2002 with 32 employees. We moved to our current Wilmington location in 2009 and completed renovation of our expanded headquarters in May 2014. Today, CastleBranch is staffed by approximately 400 full-time employees, allowing us to provide our clients with industry-leading services and support. This includes:

#### **Operations Department: 150+ full-time employees**

Operations is responsible for researching and verifying background screening results, and ensuring SLAs re: accuracy and efficiency are met. CastleBranch employs over 150 individuals in this department, including researchers, compliance experts, quality assurance representatives, order fulfillment specialists and more, for consistent delivery of fast, accurate and reliable results.

#### **Client & Customer Support: 75 full-time employees**

CastleBranch maintains two distinct and separate help desks – one for clients only, and one for applicant users. This allows us to quickly provide targeted, expert assistance to our clients and their applicants during our expanded business hours.

#### **Implementation Team: 12 full-time employees**

Our implementation team employs a systematic approach to onboarding new clients at CastleBranch, including client training and proactive check-ins to ensure a steady state of business.

### Sales & Marketing: 60 full-time employees

This team is dedicated to gathering industry best practices and learnings to better serve our clients. They're trained to identify and solve customer problems – not to sell products.

### Engineering: 48 full-time employees

CastleBranch is supported by 48 full-time, in-house engineers who are tasked with supporting, innovating and adapting to our clients' needs. CastleBranch does not outsource the development of our products or updates, allowing us to directly respond to our clients quickly and efficiently. In short, if a CastleBranch client needs technical support or additional configurations for one of our products, our team of 48 engineers is here to help.

Additionally, CastleBranch's Vice President of Integrated Solutions is available to implement an integration request with Application Program Interfaces (APIs), and has experience with a variety of Applicant Tracking System (ATS) providers, Student Information Systems (SIS) and HR Information Systems (HRIS).

### Additional Support: 75+ full-time employees

Behind the scenes, CastleBranch is further supported by another 75+ employees in a variety of departments, including Product Development, Accounting, Legal, Human Resources and more – all working to provide additional value and support to our clients.





# The CastleBranch Difference

At CastleBranch, we've leveraged decades of experience partnering with employers, schools and hospitals to create a unique organization with over 24 years of refined learnings.

## CastleBranch Organization Model

No other company in our industry can claim to have the resources, expertise, or commitment to growth, learning and client satisfaction as CastleBranch. Our organization has been built upon decades of best-practice learnings and is powered by hundreds of subject matter experts, allowing us to consistently implement our services with high customer satisfaction and success.

### Best Practice Learnings from 24 Years of Experience

- CastleBranch trains its Sales force to gather industry best practices and learnings to better serve our clients. They're trained to identify and solve customer problems – not to sell products.
- Our onboarding methodology is overseen by a dedicated team of Implementation Specialists who ensure a smooth and simple transition for our clients.
- CastleBranch maintains over 150 employees in our Operations department to ensure a steady state of business, and to ensure SLAs re: accuracy and efficiency are met.
- CastleBranch maintains two distinct and separate help desks – one for clients only, and one for applicant users. This allows us to quickly provide targeted, expert assistance to our clients and their applicants.
- CastleBranch is supported by 48 full-time, in-house engineers who are tasked with supporting, innovating and adapting to our clients' needs. CastleBranch does not outsource the development of our products or updates, allowing us to directly respond to our clients quickly and efficiently
- CastleBranch encourages feedback from our clients and customers and dedicates significant resources to better understanding the industry, and to feed these learnings back into our entire organization. This allows our subject matter experts to continue to provide best practice recommendations to our clients.

### The Power to Do More

CastleBranch has leveraged over 24 years of learnings from working with employers, schools and hospitals to build a sophisticated, mature organization with significant resources to support our clients. Our organization is staffed with approximately 400 employees and hundreds of subject matter experts needed to support, innovate and iterate for our clients.

As one of the largest, privately held CRAs in the country, CastleBranch possesses abundant financial resources, assets and staff to further support your organization. CastleBranch has maintained a positive net income for each of the last five fiscal years. Our average top-line revenue growth rate for the last five fiscal years is 19.3 percent.

### Implementation Team & Methodology

CastleBranch utilizes a 12-person onboarding team, led by a dedicated contract manager and

an onboarding specialist, to ensure a comprehensive and systematic approach to setting up your account. Each member of this team is hired internally and must have a successful history in their previous role at CastleBranch. The implementation team is staffed with employees who share a strong background knowledge of CastleBranch, our clients and their needs, and ensures our company has the staff and resources to thoughtfully onboard complex, large clients and oversee a successful transition.

**Client Support**

CastleBranch's Customer Experience Specialists make up our Customer Success Team, which is tasked with assisting our client- and administrative-users only. This team is staffed with 35 full-time employees who are dedicated to providing concierge-level support. The size of this team allows us to handle any client inquiry quickly and efficiently, and the vast majority of issues are resolved during a single interaction.

**User Support**

In addition to dedicated client support, CastleBranch offers a distinct and separate User Support Desk. Contactable via a separate phone number and/or email, this 40-person team removes the administrative burden of addressing user/candidate concerns off of the client and its administrators. Each user support member is given specific training regarding our systems, as well as training on how to read and interpret critical compliance documents. They can be contacted to help users understand results, to correct discrepancies, retrieve lost IDs and/or passwords, and more.



**Accredited by the Professional Background Screening Association**

CastleBranch is an accredited member of the Professional Background Screening Association (PBSA, formerly NAPBS), the “gold standard” association for background screening professionals. It is estimated that this coveted credential is achieved by less than 5 percent of all background screening companies in the country; currently, CastleBranch is one of only 109 organizations to maintain this accreditation.

In order to become accredited, CastleBranch demonstrated compliance with the standards set by the Background Screening Credentialing Council, through a rigorous process of remote and on-

site audits performed by an independent third-party auditor, as well as documentation of compliant policies and processes. To maintain accreditation, companies must participate in the same stringent review process every five years.

PBSA strives to promote ethical business practices, compliance with the FCRA and awareness of issues related to consumer protection and privacy rights within the screening industry. This accreditation recognizes CastleBranch's commitment to maintaining the highest professional standards and a culture of excellence in its field.

### Engineering Team

CastleBranch is supported by 48 full-time, in-house engineers who are tasked with supporting, innovating and adapting to our clients' needs.

CastleBranch does not outsource the development of our products or updates, allowing us to directly respond to our clients quickly and efficiently. In short - if a CastleBranch client needs technical support or additional configurations for one of our products, our team of 48 engineers are here to help.

Additionally, CastleBranch's Vice President of Integrated Solutions is available to implement an integration request with Application Program Interfaces (APIs), and has experience with a variety of Applicant Tracking System (ATS) providers, Student Information Systems (SIS) and HR Information Systems (HRIS).



# Administrator Portal

CastleBranch's Administrator Portal (AP) is a secure online system through which background investigation orders are placed, monitored and reviewed. Accessible 24 hours a day, seven days a week, AP is highly flexible and will be tailored to meet the unique needs of The Interlocal Purchasing System (TIPS). AP is capable of creating custom reports, modifying search qualifiers and providing multiple accounts for tracking and invoicing purposes.

Our user-friendly applications rely on state-of-the-art technology to ensure TIPS benefits from fast and accurate background investigation results.

Some of the features and benefits provided by AP are:

- **Multiple methods of order placement:** Our administrator input method lets authorized TIPS users place orders on behalf of their applicants. Alternatively, our unique eVite and portal system allows applicants to place their own orders with packages chosen by TIPS. Batch ordering is also available to clients as a value-added service.
- **A comprehensive roster system:** AP's roster gives a high-level overview of all applicants who have placed orders and allows authorized users to view their progress. The roster also allows TIPS users to sort applicants based on their order status and issue eVites to added applicants. In addition, the roster can be exported to a CSV file for easy tracking and sorting.
- **Notes and documents functionality:** Within the roster, AP allows TIPS users to create special notes for each candidate. Users can also upload and attach documents to an applicant's roster page, such as consent forms or paper applications. These features help keep the roster organized.
- **Advanced reporting tools:** There is a robust library of reporting capabilities built into AP. All data captured within AP can be exported and manipulated for specialized reports. Authorized users can be set up to receive customized reports created by our team on a daily, monthly, quarterly or as-needed basis.
- **Easy viewing of completed reports:** Once a background investigation is completed, our system allows applicants and clients to access an electronic PDF copy of the certified report. Applicants are provided instructions to access their electronic results via our secure system. Clients can view these reports through AP. Clients will receive email notifications as background screening reports are completed and available via AP or as partial results are returned, upon request.



# Ordering

CastleBranch's Administrator Portal (AP) is a secure, online system through which background investigation orders are placed, monitored and reviewed. Accessible 24 hours a day, seven days a week, AP is highly flexible and will be tailored to meet the unique needs of TIPS. AP is capable of creating custom reports, modifying search qualifiers and providing multiple accounts for tracking and invoicing purposes.

Our user-friendly applications utilize state-of-the-art technology to ensure TIPS benefits from fast and accurate background investigation results.

TIPS can submit orders using one of the following online options:

## FLEXIBLE ORDERING OPTIONS



### [eVite](#)

An eVite is an emailed invitation that instructs applicants how to place their own background screening orders. The eVite directs the applicant to [www.CastleBranch.com](http://www.CastleBranch.com), where he or she will log into our order system. The applicant is prompted to provide all relevant personal information to complete the order.

### [Administrator Input](#)

Authorized users at TIPS can request services by visiting [www.CastleBranch.com](http://www.CastleBranch.com), where they can place an order on the applicant's behalf. Users will choose from a customized list of options or select from an array of à la carte searches.

The background investigation will begin once an order is placed. AP allows authorized users within TIPS to view and monitor any orders placed for background investigations, providing data as it's received in real time on completed results as well as partial results.



# Viewing Results

AP allows authorized users within TIPS to view and monitor any orders placed for background investigations, providing data as it's received in real time on completed results as well as partial results. Our secure system is accessible online 24 hours a day, seven days a week.

CastleBranch delivers completed background screenings, on average, within 2.076 business days. However, due to reporting laws or other local limitations, some county courts in the United States may be unable to comply with this time frame. In these cases, it is possible for searches to extend beyond five business days. This is a common challenge faced by all consumer reporting agencies (CRAs). CRAs do not hold jurisdiction over the county court system. CastleBranch will follow up with each reporting agency that misses its due dates to ensure turnaround times are as expedient as the law allows.

TIPS users can be kept advised of a report's status through AP's roster feature. The roster keeps track of all active and inactive applicants and is automatically sorted into identifying categories such as complete, clear/compliant, hits, in process and more. These tabs give authorized users a high-level overview of the status of all applicants.



Once a background investigation is completed, our system allows applicants and clients to access an electronic PDF copy of the certified report. Applicants are provided instructions to access their electronic results via our secure system. Clients can view these reports through AP. Clients will receive email notifications as background screening reports are completed and available via AP or as partial results are returned, upon request.

Within AP, CastleBranch has created a useful selection of tools to further enhance the background screening process.

Additional reporting tools accessible through AP include:



## Record Scan

This service saves administrators time and effort by providing an intuitive visual key indicating the report status. CastleBranch researchers scan all background investigation results and alert clients of their statuses using one of two easily-identifiable symbols:

| RECORD SCAN   |   |
|---|---|
|  | Order passes: no records found                        |
|  | Records or errors found; further action/review needed |

**Extensive Review**

Alternatively, CastleBranch staff can review background screening results and identify if a report meets the client’s specified criteria. During system setup, clients can predefine rules related to certain felony and misdemeanor charges and convictions. If an applicant’s record does not contain one of the predefined offenses, it will be marked with a green check mark; if the record does contain one of the predefined offenses, the applicant will be marked with the yellow caution sign. This feature, available for an additional charge, allows administrators to quickly identify, via a visual indicator, which applicants meet and do not meet the client’s predefined criteria.

| <b>EXTENSIVE REVIEW</b>   |  |
|---|--|
|  | <b>Order passes client’s specified criteria</b>            |
|  | <b>Order does not meet the client’s specified criteria</b> |

Complete reports are available to view through AP.



# Reporting Capabilities

The Administrator Portal (AP) can be tailored to meet the reporting needs of TIPS.

For system and management reports, administrators may choose to rely on stock reports built into the robust system or to use the export feature to create and manipulate data for specialized reports. All data elements captured within AP can be exported to a .CSV file for advanced sorting, graphing or table creation for user-defined reports. Report examples include, but are not limited to:

- Applicant name, email address, last four of Social Security number, date of birth and employee ID
- Classification (candidate eligible, ineligible, current employee or termed employee)
- Date of order
- Completion date
- Status (In process, completed, canceled)

Authorized users can be set up to receive customized reports created by our team on a daily, monthly, quarterly or on an as-needed basis.

CastleBranch can also provide performance metrics upon request. Information contained within performance metric reports include, but are not limited to:

- Order/return date
- Accuracy
- Turnaround time

Additional reports can be generated and provided to TIPS upon request.





# Implementation

If your TIPS member organization is already using our services, you and your users will be spared the typical onboarding procedures necessary for switching from one provider to another. By choosing to remain with CastleBranch, your services will remain uninterrupted and you will continue to receive the same exemplary level of customer care and support you have come to expect. While user training is typically not required for existing users, CastleBranch is more than happy to provide refresher training or train new users at no cost.

For new clients, upon being selected as your vendor of choice, CastleBranch will begin onboarding procedures. CastleBranch will communicate project details, monitor project scope, inform stakeholders of their roles and responsibilities and address any project risks prior to moving forward during the onboarding and implementation processes. TIPS will also benefit from regular follow-up communications during and after onboarding to ensure a smooth and seamless transition. Our methodology is designed to ensure a successful transition and that it is achieved, on average, between 5-10 business days.



CastleBranch employs a dedicated team of 12 onboarding Specialists, who work closely with Customer Experience Specialists, to ensure a smooth and successful implementation experience. Onboarding Specialists are tasked with ensuring all required documentation is completed, facilitating communication between all parties, providing quality control, and setting up all aspects of the account, including contacts, products, services and more.

The onboarding process involves:

## [Pre-Implementation & Kickoff Meeting](#)

Key factors that contribute to a successful implementation include understanding a client's current system and process, which allows CastleBranch to determine which areas are available for improvement. For this reason, CastleBranch approaches each new implementation by conducting a Process / Needs Analysis (PNA). During the PNA, the Onboarding Specialist will:

- Schedule an introduction call with the client, their Account Executive, a Customer Experience Specialist and the Customer Experience Manager

- Provide a welcome kit to help orient new clients
- Schedule a kick-off meeting to define project objectives and identify challenges
- Collect and distribute the appropriate documentation to formalize a service agreement
- Capture functional requirements for any required integration
- Define points of contact
- Define system users and permissions based on limited or full access
- Provide tasks and timelines for remainder of the implementation process

### Engagement

Within a mutually agreed upon time frame for onboarding, our Customer Experience Specialists will set an engagement rhythm to reach out to each stakeholder for preparation meetings, webinars, training, analysis of first order, setup and invoices as well as a data-driven check-ins at 30, 60 and 90 days.

### Account Setup

Once CastleBranch and the client have mutually agreed to and approved expectations, CastleBranch will begin setting up your specific account. During this phase, account customizations and user permissions can be set, custom packages to reflect your requirements can be built, etc. Additionally, our Onboarding Specialists will proactively provide status updates as key milestones are accomplished.

### Client Training

CastleBranch's Customer Experience Specialists will schedule and conduct staff training. This is a value-added service provided to our clients at no additional charge. Our team will conduct as many training sessions as needed to ensure your staff fully understands how to navigate and use our system.

The Customer Experience Specialists offer multiple training resources to new clients during and following the implementation period. Webinars are available for clients to see the applicant- and client-based websites in use. Demo accounts are also available as new client users are added, allowing users a hands-on experience with the CastleBranch systems.

Customer Experience Specialists will offer one of two training options to new clients: Train the Trainer or Train the User. A standard training session is one or two hours. During training, CastleBranch will:

- Provide online demonstrations on how to process an order, view returns and create management reports
- Explain the purpose of Document Center and how to access important documents
- Provide all written user documentation
- Demonstrate how to create standard and ad hoc reports
- Review applicable regulations related to the consumer reporting industry

As your agency hires additional staff, CastleBranch will conduct new hire or refresher training as part of your inclusive, price-guaranteed agreement. Furthermore, authorized users will always be kept apprised of any product changes or updates to laws regulating the background screening industry via our online system and through email, if requested. If necessary, Account

Executives or Customer Experience Specialists are also available for in-person meetings.

Additionally, CastleBranch will provide useful articles, documents, forms and instructions located in our system's client library. These documents are available online 24 hours a day, seven days a week and contain information pertaining to state and FCRA regulations, the definitions of commonly used abbreviations and more.

Our Customer Experience Specialists are available to assist you Monday through Friday from 8 a.m. - 8 p.m. EST. Specialists can be reached at our toll-free number by calling 888-723-4263.

### **Go-Live**

TIPS users will begin placing orders during the go-live phase. During the first 30 days of the go-live phase, our Onboarding Specialists will continue to monitor your account to ensure your users are completely comfortable navigating our system. Specialists are available via phone or email to assist users as they maneuver through the process, to review and explain results, to provide additional demonstrations, etc. CastleBranch may also conduct ongoing training and arrange post implementation meetings to ensure users are successfully using our system.

Our Onboarding specialists will also check in at the 60-day and 90-day mark to ensure you and your users have reached a steady state of business, and that all expectations have been met and delivered.

After your initial 90 days as a client, our Customer Experience Specialists will continue to engage proactively using our Contract Management Model.

### **Contract Management**

CastleBranch has a unique, proactive approach within our Contract Management Model to engage with our clients. This model takes a long-term, disciplined approach to ensuring our clients realize maximum value from their investment. CastleBranch's Contract Management is a proactive post-sales engagement process by service experts to elevate the Client/CastleBranch relationship through prescribed executive-level business reviews.

Our Customer Experience Specialists are part of a 35-person Customer Success team. The size of this team allows our clients to have both a primary and back-up contact for their service needs. Our Customer Success team is made up of specialists and subject matter experts who are extremely capable of answering questions regarding setup, training, and onboarding.

### **User Help Desk**

In addition to our Customer Success Support desk, CastleBranch offers a distinct and separate User Help Desk. We employ over 40 User Experience Specialists dedicated to answering your candidates' specific questions through chat, email, web inquiry and phone. These specialists are trained as subject matter experts and can quickly answer your users' specific questions.



# Customer Care

Customer Experience Specialists are the primary point of contact from CastleBranch to TIPS. Behind the Customer Experience Specialist is a team with complementary talents that will provide continuous value to TIPS. This team is derived from multiple departments and personnel throughout CastleBranch.

## Customer Experience Specialists

Day-to-day communications with TIPS members will be directed to a team of Customer Experience Specialists. Customer Experience Specialists will be your primary point of contact for any questions or concerns. They will provide assistance, when necessary, including but not limited to contractual questions, semi-annual analysis of your account setup and package inclusions, and recommendations based on national and state requirements. Customer Experience Specialists also initiate client training and ensure industry-leading contract management services.

## Sales Managers

Additional support will be provided by Sales Managers Katie Giacalone and Mark Bradley. Ms. Giacalone and Mr. Bradley's primary focus will be to monitor and ensure our business requirements are being met. They will also be directly involved in any additional business requirements that may come up during the term of the contract. The Sales Managers can also participate in the quarterly and annual reviews.

## Service Delivery

Sales Managers and Customer Experience Specialists for TIPS are supported by our operations department, which includes our Director of Operations, Director of Compliance, Background Screening Services Manager, Order Screening Services Manager and Training Coordinator. This department, which is made up of over 150 individuals, is responsible for processing, researching, verifying and returning background screening reports.

The Director of Operations is responsible for:

- Monitoring your account to ensure KPIs are met in compliance with TIPS standards
- Ensuring staff are providing key deliverables to clients in a responsible and timely manner

The Director of Compliance is responsible for:

- Ensuring CastleBranch is following best practices as a Consumer Reporting Agency under federal regulations (FTC, FCRA, EEOC) and PBSA guidelines
- Overseeing the formal dispute process and handling disputes and discrepancies in criminal records
- Providing support to the Customer Experience Specialist and your organization in cases of adverse action, consumer disputes, and discrepancy resolution

The Background Screening Manager is responsible for:

- Overseeing CastleBranch's criminal records and research division

- Ensuring the department maintains, at a minimum, a 98.5 percent accuracy rate on all records returned
- Processing disputes and discrepancies and reviewing all criminal record hits

The Order Screening Manager is responsible for:

- Overseeing a team of fulfillment specialists responsible for processing orders according to client parameters and instructions
- Ensuring orders are processed in a timely manner to help facilitate efficient turnaround times

The Training Coordinator is responsible for:

- Developing and administering training programs and documentation to support both internal training and client training
- Communicating TIPS-specific account practices to internal staff members

The Directors and Managers on this team will all be given training specific to the client's account and will communicate this information to their staff. All parties will provide the Customer Experience Specialist with regular status reports on the client's account.

### Communication and Collaboration

Because there are potentially many layers of tasks being completed throughout the day, it is key for CastleBranch personnel to be able to obtain full account information on the client, and for every completed task to be documented and accessible to relevant personnel at any time. In the case of the Customer Experience Specialists and Sales Managers who spend the majority of the time face-to-face with various customers, it is paramount that they are proactively kept aware of all and any information concerning the client's account activities at a moments notice.

In order to ensure that all account activities for the client are current and accessible at all times, CastleBranch has invested in and implemented a contract report management (CRM) tool. This CRM is a mandatory tool that each member of the CastleBranch account team utilizes daily when performing any task, requests or communication. This central point of information is the foundation used by CastleBranch to ensure the Sales Managers and Customer Experience Specialists are kept informed, remain responsive, and are able to foster the best client relationship.

### Contract Report Management (CRM)

***Manages all of the client's information in one central location. It includes:***

- Complete list of all contact information, including name, title, function, phone number, email address, last meeting with complete notes, last correspondence, etc.
- The ability to view a complete escalation list, which includes all of the contact names, contact numbers and the appropriate response time required from each individual
- Unlimited date and time stamped notes for each contact to keep track of important discussions, commitments and follow-ups
- Tracks all completed activities for each level of contact (keeps records of meetings, letter and emails sent)
- Brand and specification standards of all products that the customer has approved

***The CRM shares complete customer information in a workgroup environment.***

- Share databases over the network to ensure everyone can access the most current information or activity on the account
- Each individual accessing information must log in to obtain access; a record of each log in, with time and date stamp, is recorded for the protection and safety of sharing data information
- Highly confidential projects or documents can be protected and seen only by a limited group, such as the Sales Managers, Customer Experience Specialist and very Senior Executives within CastleBranch
- View the status of all projects at any time
- Manage information and tasks with groups by department, by team, by selected person(s); view updates of all tasks completed by person with the time and date stamped
- Able to view all Service Level Agreement activity daily, weekly and monthly
- Able to view all and any orders entered, delivered, in progress, etc.

In addition to the CRM as an information gateway, regular weekly meetings with all key team members are scheduled on Monday mornings. These meetings are convened to openly discuss any issues, suggestions and input on processes from our employees, which is highly encouraged. However, when unforeseen issues arise, meetings can be requested at any time by any team member with the Sales Managers to discuss and action plan a resolution.

### **User Support**

CastleBranch offers a distinct and separate help desk for user/candidate support. Our User Experience Specialists are available via phone, email or live chat Monday - Thursday 8 a.m. - 8 p.m. ET, Friday 8 a.m. - 6:30 p.m. ET and Sunday 10 a.m. - 6:30 p.m. ET.

This 40-person team is trained and dedicated to support users only. Each team member is given specific training regarding our systems, as well as training on how to read and interpret critical documents.

This team removes the administrative burden of addressing user concerns off of the client and its administrators.

Users can contact our support center for information on the status of a document, help with uploading documents via our website, mobile app, fax or mail, or for assistance understanding their results. They may also contact user support to request assistance with a dispute, which may include denial of a "compliant" status, correcting discrepancies and retrieving a lost ID and/or password.



# Background Search Services

As a consumer reporting agency, CastleBranch conducts an extensive array of investigations, each varying based on the state, county and country regulations.

We employ a network of sources to compile the most accurate and reliable data available. In 2020, our organization processed over 3.6 million background check records and maintained a 99.997 percent accuracy rate. We make accuracy our highest priority, and always confirm hits against the most accurate, up-to-date primary sources available. Additionally, our rigorous quality assurance procedure dictates that all uncovered criminal records are audited for accuracy and regulatory compliance. Our commitment to accuracy and compliance helps to protect our clients from harmful and unnecessary litigation, and our average turnaround time of 2.076 business days allows clients to make timely decisions with confidence.

Please see below for a recommended list of searches offered by CastleBranch:

| PRODUCT                       | DESCRIPTION  |
|-------------------------------|--|
| <b>Social Security Alert</b>  | A Social Security Alert reveals if a Social Security number is valid and uniquely associated with an applicant. The trace will also report if multiple names are associated with a particular Social Security number. This search is conducted by analyzing a database that compiles information from various sources such as voting records, mailing lists, credit history, address information, magazine subscriptions and property records.   |
| <b>Residency History</b>      | A residency history compiles information from various sources to arrive at a list of names and addresses associated with a specific Social Security number. These current and previous addresses establish a basis for an applicant's criminal history search.   |
| <b>County Criminal Search</b> | A county criminal history check reveals felony and misdemeanor convictions and charges as well as any pending charges for a single county. According to FCRA regulations, the standard scope for background checks is seven years. Older convictions provided by the county will be indicated on the background screening report. A county criminal history check begins with a residency history trace. Once all counties of residence have been identified, each of the courthouses within those counties are searched directly. |

| PRODUCT  | DESCRIPTION   |
|--|---|
| <b>Statewide Criminal Search</b>                               | <p>A statewide criminal search reveals felonies and misdemeanors for a seven-year period from all counties within a particular state that submit data. Crimes committed outside of the county of residence may go undetected when a statewide criminal record search is omitted. Therefore, it's critical to investigate records outside the county of residence.</p>   |
| <b>Nationwide Federal Criminal Search</b>                      | <p>A nationwide federal criminal search reveals federal crimes not found in a state criminal or county criminal history search. A nationwide federal criminal search will disclose offenses from all federal district courthouses nationwide.</p> <p>Federal laws govern crimes more severe in nature than those under the county or the state jurisdiction. These offenses cover convictions including, but not limited to, embezzlement, child pornography, kidnapping, fraud, etc. A federal criminal search also includes results for any crime, even minor, that is committed on federal property, such as a military base camp or federal park. Results include federal convictions and pending case information.</p>   |
| <b>National Record Indicator (NRI) with Sex Offender Index</b> | <p>The National Record Indicator (NRI) product searches a proprietary database containing over 1.4 billion records from multiple jurisdictions nationwide. Sources include state court repositories, departments of correction, county courts and other state level agencies. It also includes sex and violent offender records, and photos, according to the U.S. Department of Justice's National Sex Offender Public Registry system. All information provided comes from the originating jurisdiction (the 50 states, District of Columbia, and participating Indian Tribes). If there are any hits found in the NRI, individual counties are searched at the county courthouse level to confirm records and ensure compliance with Section 613 of the FCRA. By confirming hits against original county courthouse records, CastleBranch is able to provide the most accurate and up-to-date information available.</p> |
| <b>Civil Search</b>  | <p>A civil search isolates applicants with a history of suing or being sued by their employers, a commonplace and costly occurrence in many industries. As part of the employment screening process, a civil record search reduces an employer's risk of costly lawsuits. In addition, civil records uncover liens and cases involving violations of trade secrets and non-compete agreements. Civil records are available on the federal level or on the state level by county.</p>  |



| PRODUCT               | DESCRIPTION  |
|-----------------------|--|
| <b>Credit Report</b>  | <p>A credit report summarizes the financial obligations of an applicant. CastleBranch retrieves credit reports electronically from TransUnion. These searches provide a detailed credit history, including accounts, payment history, liabilities and public record information (e.g., bankruptcy, judgments, liens and collections). They also provide current and previous addresses, employers and alias names as reported by financial institutions to the credit bureau. Credit checks are vital when hiring any individuals who will or may have access to funds or sensitive financial information. Because previous employer information is included in this search, you may discover pieces of an applicant’s employment history were intentionally omitted.</p>  |
| <b>Drug Screening</b> | <p>CastleBranch offers industry-standard 5-, 7-, 9-, 10- and 12-panel urine drug tests, along with specialized panels, at more than 11,000 convenient locations to detect the use of illegal drugs and commonly abused prescription drugs. CastleBranch also offers traditional paper chain of custody forms or a paperless e-chain process. The e-chain process directs the applicant via email to go to the nearest collection facility to submit his or her urine specimen. The specimen is then shipped to a Substance Abuse and Mental Health Services Administration (SAMHSA) certified laboratory for analysis. Both negative and confirmed positive results are transmitted from the laboratory to the medical review officer immediately upon completion of laboratory analysis and certified scientist review. Negative results are typically returned within 24 hours, and all results will be made available for viewing in the Administrator Portal (AP).</p> |

| PRODUCT                        | DESCRIPTION   |
|--------------------------------|---|
| <b>DOT Verification</b>        | <p>Department of Transportation (DOT) verifications include alcohol and drug test results and employment verifications dating back three years. To facilitate this process, CastleBranch will fax the required release form to the applicant's previous employer. This form will be used to gather the required information including:</p> <ul style="list-style-type: none"> <li>• Has the person had an alcohol test with a result of 0.04 or higher alcohol concentration within the last three years?</li> <li>• Has this person had a verified positive drug test within the last three years?</li> <li>• Has this person refused to be tested (including verified adulterated or substituted drug test results) within the last three years?</li> <li>• Has this person committed other violations of DOT agency drug and alcohol testing regulations within the last three years?</li> <li>• Did a previous DOT-regulated employer report a drug and alcohol rule violation to you within the last three years?</li> <li>• If this person has violated a DOT drug and alcohol regulation, do you have documentation of the employee's successful completion of DOT return-to-duty requirements, including follow-up tests, within the last three years?</li> </ul> <p>Additional information, including but not limited to the applicant's dates of employment, reason for leaving, involvement in accidents, etc., will also be solicited from the applicant's previous employer.</p> <p>Once the form is completed, the previous employer is prompted to fax the document to CastleBranch. Final results will be made available to your authorized users for review.</p> |
| <b>Employment Verification</b> | <p>CastleBranch's internal verification specialists contact the employers an applicant has listed on his or her application. Typically, the information provided by employers includes dates of employment, job title, rehire eligibility and, where legally permissible, reason for termination. In some cases, employers rely on third-party vendors to confirm employment. Up to five attempts are made to verify a candidate's employment information. If no response is received, the item is closed and marked "unable to verify." However, most employment information is verified within one to five days.</p>  |

| PRODUCT                                     | DESCRIPTION   |
|---|---|
| <b>Education Verification</b>               | <p>CastleBranch's internal verification specialists call the schools listed by an applicant and confirm the accuracy of an applicant's reported education and credentials, including schools attended, dates of attendance, department of study, degree status and diplomas. If the school does not use a third-party vendor, a signed release will be faxed directly to the school. If a third-party vendor is used, the applicant's information can be validated via a database search. For GED verifications, information is validated through the Department of Education for the specific state. Up to five attempts are made to verify a candidate's education information. If no response is received, the item is closed and marked "unable to verify." However, most academic information is verified within one to five days.</p> |
| <b>Professional Licensure Verifications</b> | <p>CastleBranch's internal verification specialists search state-maintained databases or contact the appropriate entities directly to determine if an individual's professional license or certificate is legitimate and current.</p>   |
| <b>Reference Verification</b>               | <p>CastleBranch's internal verification specialists contact the listed references, asking a series of stock or client-defined questions. Responses become part of the applicant's completed background screening report. Up to five attempts are made to reach the reference. If no contact is made, the record is marked "unable to verify." However, the typical turnaround for this verification is less than five business days.</p>  |
| <b>International Criminal History</b>       | <p>International searches contain offenses comparable to felonies and misdemeanors in the United States. To initiate a search, the applicant must provide his or her full name, date of birth and residential history. Some countries have additional requirements such as mother's maiden name, father's name, place of birth and national identification number when available. Our international vendor sends the request to the jurisdictional agency in the foreign country for processing. Data is pulled from various courthouse databases and records.</p>  |

| PRODUCT                                 | DESCRIPTION  |
|---|--|
| <b>Nationwide Sexual Offender Index</b> | <p>A nationwide sexual offender search reveals if an individual has been convicted of a sexual offense anywhere within the United States. This search is also included in the National Record Indicator search. The search utilizes the Dru Sjodin National Sex Offender Public Registry (according to the U.S. Department of Justice's National Sex Offender Public Registry system) and includes records and hundreds of thousands of photos. All information provided comes from the originating jurisdiction (the 50 states, District of Columbia, and participating Indian Tribes).</p>   |
| <b>Motor Vehicle Record Search</b>      | <p>A motor vehicle record search is obtained by searching state-maintained databases via the appropriate Department of Motor Vehicles and can reveal patterns of irresponsible and reckless behavior. The typical scope for motor vehicle records is three years, depending on the state being searched. Please note: some states may require a signed authorization form before driving records can be legally provided. In these cases, CastleBranch will provide the required authorization forms to ensure compliance with all local, state and federal laws.</p> <p>Information revealed via a motor vehicle record search may include violations, disciplinary actions, convictions, license type, issue date, expiration date, revocations, suspensions, status, restrictions and accidents.</p>  |
| <b>U.S. Patriot Act</b>                 | <p>The U.S. Patriot Act search is maintained by the Office of Foreign Asset Control (OFAC) and provides information on individuals and entities who have been sanctioned by the United States government, whose assets may be blocked and those with whom no U.S. person may have dealings. Sources include the following U.S. and foreign sanctions and watch lists: OFAC Specially Designated Nationals (SDN) &amp; Blocked Persons, OFAC Sanctioned Countries including Major Cities &amp; Ports, Non-Cooperative Countries and Territories, Department of State Trade Control (DTC) Debarred Parties, US Bureau of Industry &amp; Security, FBI Most Wanted Terrorists &amp; Seeking Information, FBI Top Ten Most Wanted, INTERPOL Most Wanted List, Bank of England Sanctions List, OSFI – Canadian Sanctions List, Politically Exposed Persons List, European Union Terrorism List and World Bank Ineligible Firms.</p> |
| <b>Child Abuse Report</b>               | <p>Each state Department of Family and Protective Services (DFPS) operates a Central Registry that identifies persons found to have abused or neglected children. Research Analysts conduct this search in each state in which an applicant has lived.</p>   |

| PRODUCT   | DESCRIPTION  |
|---|--|
| <b>Nationwide Healthcare Fraud &amp; Abuse Search (FACIS III)</b> | <p>The nationwide healthcare fraud and abuse search draws upon information gathered by the Office of Inspector General (OIG), the General Services Administration (GSA) and other federal agencies, including: Office of Research Integrity (ORI), Office of Regulatory Affairs (ORA) and FDA Debarment Check. The information meets the federal government's guidelines for sanction screening as set forth in the OIG's Compliance Program Guidance. Additionally, this search reveals disciplinary actions taken by federal agencies as well as those taken by licensing and certification agencies in all 50 states.</p>   |
| <b>OIG Sanction Report</b>  | <p>The Office of Inspector General (OIG) maintains the list of Excluded Individuals/Entities (LEIE), a database providing information to the public, health care providers, patients, and others related to parties excluded from participation in the Medicare, Medicaid and all federal healthcare programs.</p>   |
| <b>GSA Excluded Parties List Report</b>                           | <p>The General Services Administration (GSA) maintains the Excluded Parties List System (EPLS), which catalogs individuals and entities that are excluded from Federal procurement and non-procurement Programs (Lists). These parties are excluded throughout the U.S. Government (unless otherwise noted) from receiving federal contracts, or certain subcontracts, and from certain types of federal financial and non-financial assistance and benefits. GSA is required by the Federal Acquisition Regulation (FAR) to compile and maintain a list of parties debarred, suspended, proposed for debarment, or declared ineligible by agencies or by the General Accounting Office.</p> |
| <b>Probation &amp; Parole</b>                                     | <p>Parole and probation records provide information on applicants who have been incarcerated or received probation as a result of a criminal conviction. Parole and probation records are maintained on a statewide level. Generally this information comes from the State Department of Corrections. This search will report crimes of a more serious nature.</p>   |
| <b>Military Service Records Request (MSRR)</b>                    | <p>The Military Service Records Request (MSRR) search uses a Standard Form 180 to submit to the National Personnel Records Center to receive a copy of the applicants undeleted DD Form 214 which is the "Certificate of Release or Discharge From Active Duty". This DD Form 214 provides a complete military history, including name, branch of service, dates of service and additional information about the individual's military service.</p>  |

| PRODUCT  | DESCRIPTION  |
|--|--|
| <b>Social Media Search</b>                               | CastleBranch offers social media searches through SMIAware. Targeted searches pull relevant information from a variety of social media websites and other online sources in as little as 24 hours. SMIAware only searches publicly-available information, does not attempt to gather private information on an individual and follows all FCRA regulations. Social media search results are delivered like more traditional search results and require human analyses wherein employment decisions are concerned.  |
| <b>Commercial Driver License Information System</b>      | The Commercial Driver License Information System (CDLIS) is a federal database of commercial drivers' information. The CDLIS indicates where a driver holds a current CDL and also indicates previous states where the driver may have held a CDL. This search helps to determine which states to pull an applicant's motor vehicle report by listing the past three states an individual has held a CDL.  |
| <b>Consent Based Social Security Number Verification</b> | The consent based social security number verification matches an applicant's personal identifiers against the Social Security Administration master file and death index. This search verifies an applicant's name, date of birth, Social Security Number, gender and death indicator.   |
| <b>Pre-Adverse/Adverse Action Letter Fulfillment</b>     | CastleBranch offers adverse action fulfillment services. Using this services, authorized users will prompt CastleBranch via AP to send each pre-adverse and adverse notification. Notification letters may be sent via email or mail, depending on account setup. CastleBranch will send each applicant a copy of his or her completed background check report and a copy of "A Summary of Your Rights Under the FCRA" with each pre-adverse action letter we send. An adverse action letter is usually sent five days after the pre-adverse action letter.                                  |
| <b>Nationwide Wants and Warrants Search</b>              | The Nationwide Wants and Warrants search is a database search compiled of warrant records from various public sources across the nation. As per FCRA Guidelines, any warrants data found by the database search will be confirmed at the source by running a county search. Active warrants confirmed with the county will be reported on the final report under the Nationwide Wants and Warrants search. For more detailed information concerning the availability of records from each state within the Nationwide Wants and Warrants search, please contact your Account Representative. |



# Fingerprinting

CastleBranch offers electronic and rolled fingerprinting solutions. Rolled fingerprints can be captured at local law enforcement agencies and are used to search for criminal records. Alternatively, electronic fingerprinting through Livescan is available at more than 700 locations in 10 states,\* including Texas, and produces a highly-accurate scan which shortens the average turnaround time.

If a client needs to collect fingerprints from a large group during a short period of time, they may request a mobile fingerprinting unit. Mobile units deliver one-stop collection services directly to your location. On-site fingerprinting solutions may be available on a case-by-case basis.

CastleBranch offers statewide and FBI fingerprinting services. Statewide fingerprinting reports contain state-level records and may include federal crimes that took place within the state. This fingerprinting database is considered to be the most up-to-date. Clients will be provided with an ORI number (generally 2 alpha characters and 7 numeric characters) for the applicant to use when scheduling his or her scanning appointment. Alternatively, FBI fingerprinting reports include records from all states and territories, as well as federal arrest data. While more comprehensive than a statewide fingerprint search, the FBI database is not as up-to-date due to reporting delays from the state level. For the most comprehensive results, a combination of state and federal database searches may be more effective at uncovering all records connected to an applicant's fingerprints.

\*CA, FL, IL, IN, MD, MI, MO, OH, SC, TX



# Turnaround Time

CastleBranch delivers completed background screening results, on average, within 2.076 business days. We are dedicated to performing comprehensive research and following strict quality assurance measures to ensure highly accurate results are returned in a timely manner. At CastleBranch, we believe in prioritizing accuracy of information above all other factors as a way to reduce the risk of costly litigation, which is why CastleBranch has maintained a 99.997 percent accuracy rate in 2020.

Searches that pull records from county courts, state or federal institutions rely on individuals who work within these institutions, and these bodies operate outside of any and all consumer reporting agencies' (CRAs') jurisdictions. These institutions may cause CRAs to experience an increase in average turnaround time, especially if the government body is experiencing a backlog of requests, if state or federal government business is suspended, etc.

These institutions typically hold primary-source records, which are the most accurate and up-to-date available. It is considered industry best practice to pull records from primary-source documents whenever possible. All CRAs who use primary-source records are at the mercy of local, state and federal agencies as it pertains to turnaround time. While some competitors in our industry promise turnaround times of under 24-36 hours, these organizations either fail to mention the systemic limitations when pulling primary-source records, or may rely entirely on third-party databases, which do not contain the most accurate, complete, and up-to-date records available.

## Turnaround Time Methodology

After 24 years of experience as a best practice organization, CastleBranch understands the importance providing finalized reports in a timely manner. Reports with extended turnaround times slow the onboarding process and may cause organizations to miss out on hiring potentially valuable employees. For this reason, all searches run by CastleBranch are entered into a queue, which is constantly monitored to ensure results are being processed in a timely manner. If there is an unexpected delay, CastleBranch follows up with the reporting agency that misses its due dates to ensure turnaround times are as expedient as the law allows. If systemic delays are known, we will notify you of these delays on our online system's landing page.

Additionally, CastleBranch has access to multiple sources that can be used to pull background screening information. If one source is unable to meet its SLA re: turnaround time, CastleBranch will access the secondary source, if available, to ensure reports are returned in a timely fashion.

CastleBranch also places a high priority on accuracy. To ensure accurate, reliable results, CastleBranch pulls records directly from primary sources whenever possible. Primary sources contain the most accurate, up-to-date records available. If CastleBranch does use a database source, such as our National Record Indicator product, we go above and beyond to confirm uncovered criminal hits against the primary county courthouse source. Our commitment to accuracy helps to protect our clients from potentially harmful litigation and empowers them to make employment decisions based on reliable data.





# Payment Options

CastleBranch offers multilayered billing in which a master account is created, followed by subaccounts that can represent different departments or locations within an organization. Each entity is then assigned a unique Client Accounting Code (CAC) to differentiate an order's origination.

Two payment options may be available for clients: applicant-funded and client invoice.

## **Applicant-funded**

The applicant-funded option allows applicants to pay for their own background check orders at the time of order submission. Payments can be made via credit or debit card, electronic check or money order.

## **Client invoice**

The client invoice option allows schools to be invoiced monthly for all searches performed by applicants. Payment options include credit or debit card, check and money order.

If you choose to be invoiced for each background check or batch of background checks, our accounting department will generate a detailed invoice each month showing the total number of investigations and total cost of services performed under each CAC. A grand total will appear under the master account.

Also included is a list of applicants showing each item associated with that individual, any additional items that may have been added by the individual who placed the order and the price for those individual items.

CastleBranch's invoicing period is from the 15th of the month through the 14th of the following month, and standard billing is net 30.



# Appendix

- I. Standard Documents
- II. PBSA Accreditation



# Standard Documents

The attached Addendum to Agreement contains various certifications that are required of procurers or users of consumer reports under the Fair Credit Reporting Act, 15 U.S.C. 1681 et seq., and generally applies to all of CastleBranch's services.

## ADDENDUM TO AGREEMENT

This Addendum to Agreement ("**Addendum**") is entered into by and between \_\_\_\_\_ ("**Client**") and Castle Branch, Inc. ("**Vendor**"). Vendor and Client are parties to a Master Service Agreement, Service Agreement, CB Bridges Subscription Agreement, or other arrangement pursuant to which Vendor agreed to provide or make available to Client certain products or services (the "**Agreement**"). This Addendum is incorporated into and made an integral part of the Agreement.

- a. Client acknowledges that some or all of the products or services being procured or accessed under the Agreement may constitute "consumer reports," "consumer credit reports," or "investigative consumer reports" as such terms are defined in the Fair Credit Reporting Act, 15 U.S.C. § 1681 et seq., and any regulations promulgated thereunder, as amended from time-to-time (collectively, the "**FCRA**") or applicable state or local laws (sometimes collectively referred to herein as "**consumer reports**"). Client shall not request or obtain, or permit its employees, agents, contractors, or representatives to request, access, or obtain, consumer reports or other information from Vendor for resale or transfer to, or use of, any other individual, entity, association, or organization unless specifically authorized by Vendor. All consumer reports and other information provided or otherwise made available by Vendor to Client or any other entity, organization, association, or individual in connection with the Agreement, the products or services, or otherwise are current only as of the date provided on the report or information. All "medical information", as defined under the FCRA (including, without limitation, immunization records), and any other records, information, or documents uploaded, input, or transmitted to Vendor by Client or any individual in connection with the products or services provided or made available under the Agreement, are provided, made available, and stored "AS IS," and Vendor makes no, and expressly disclaims all, representations and warranties, express or implied, regarding the completeness, accuracy, or validity of any such records, documents, or information. Client agrees that Vendor is not responsible or liable to Client or any other individual, entity, or organization for the record keeping practices of third parties, or errors or omissions in the records or information of third parties that is provided or made available to Client, including, but not limited to, the department of motor vehicles; county, state and federal courts; state repositories; state and regional prisons; local police stations; federal bankruptcy courts; federal civil courts; state medical boards; drug testing facilities or specimen collection sites; professional licensing organizations; and other local, state, and federal organizations and agencies.
- b. Client acknowledges that Vendor is not a law firm, is not providing legal advice to Client, and does not guarantee or warrant Client's compliance with applicable laws regarding Client's procurement, use, storage, disclosure, protection, or destruction of information or consumer reports. Vendor may make available to Client sample forms or other documents which may include, but are not limited to, sample consumer report disclosure forms, sample consumer report authorizations, sample pre-adverse action notices, and sample adverse action notices (collectively, "**Sample Forms**"). Client acknowledges and agrees that any Sample Forms that are provided or made available by Vendor are only samples and do not constitute legal advice. Vendor shall have no liability or responsibility regarding Sample Forms. Vendor expressly disclaims any warranties, representations, or responsibility or damages associated with or arising out of Sample Forms or any information contained therein. Client understands and agrees that it is Client's responsibility to consult with its own legal counsel regarding Client's compliance with federal, state, and local laws, rules, and regulations, specifically including, without limitation, the FCRA and any laws, rules, or regulations relating to the procurement, use, storage, disclosure, protection, and destruction of information or consumer reports.
- c. Client agrees to abide by all Ban the Box laws and other similar laws and regulations (including, without limitation, any prohibition or restriction on requesting or obtaining salary history information or criminal history information) and certifies that, if required under applicable law, it will not conduct a background check until after a conditional offer of employment has been provided. Client accepts full and exclusive responsibility for complying with all such laws and for using the information and consumer reports it receives from Vendor in a legally acceptable fashion.
- d. Client agrees to take precautionary measures to protect the security and confidentiality of all consumer report or other information including, for example, restricting terminal access, utilizing passwords to restrict access to terminal devices, and securing access to, dissemination, and destruction of electronic and hard copy

reports. Client agrees that (i) only authorized employees of Client whose employment duties involve the procurement or use of consumer reports will procure, access, or use consumer reports from Vendor; and (ii) all consumer reports obtained by Client will be kept confidential in accordance with all applicable laws and that no information from any consumer report will be disclosed except as permitted by law.

- e. Client represents, warrants, and certifies to Vendor that it is obtaining and using consumer reports from Vendor solely for employment purposes, which may include for the consumer's participation in an educational program with Client or participation in clinical, experiential, residency, or other education or degree requirements at Client's facility or a clinical program, which may be deemed "employment purposes" under the FCRA, and for no other purposes.
- f. With respect to each consumer report requested, obtained, accessed, or used by Client, Client agrees and certifies, and shall agree and certify as requested by Vendor, as follows: (i) no information from any consumer report will be used in violation of any applicable federal, state, or local equal employment opportunity law or regulation or other applicable law or regulation; (ii) Client made a clear and conspicuous disclosure in writing to the individual with respect to whom a consumer report is being procured, before Client procured or caused to be procured the consumer report or investigative consumer report, in a document that consists solely of the disclosure, that (1) a consumer report or investigative consumer report, if applicable (including information as to the consumer's character, general reputation, personal characteristics and mode of living, whichever are applicable), may be obtained by Client for employment purposes, (2) that, if applicable, the consumer report will include immunization records and other medical information to be used for employment purposes, specifically verifying the individual's compliance with Client or health care facility requirements for placement, accessing, teaching, or providing educational services at the facility, and (3) that the consumer has a right to, within a reasonable period of time after the receipt by the consumer of the disclosure, receive from Client a complete and accurate disclosure of the nature and scope of the investigation requested; (iii) the individual with respect to whom the consumer report or investigative consumer report is being procured authorized in writing the procurement of the consumer report or investigative consumer report by Client (including, if applicable, the procurement of immunization records or other medical information for use in employment purposes, specifically verifying the individual's compliance with Client or health care facility requirements for accessing, teaching, or providing educational services at the facility); and (iv) Client shall comply with all applicable laws, rules, and regulations relating to the procurement, use, storage, disclosure, privacy, confidentiality, security, or destruction of personally identifiable information or consumer reports, specifically including, without limitation, all applicable requirements of the FCRA. Client certifies and agrees that each time it orders or accesses a consumer report, it is reaffirming the above certifications.
- g. Prior to taking adverse action based in whole or in part on information contained in a consumer report provided by Vendor, Client shall, and hereby certifies to Vendor that it shall, provide to the consumer: (1) a copy of the report, and (2) a description, in writing, of the rights of the consumer entitled: "A Summary of Your Rights Under the Fair Credit Reporting Act." After the appropriate waiting period, if the Client takes an adverse action based in whole or in part on such information, Client shall, and hereby certifies to Vendor that it shall, issue to the consumer a notice of the adverse action taken, including the statutorily required notices identified in Section 615 of the FCRA. Before taking adverse action based on a criminal record the EEOC Criminal History Guidance recommends performing an individualized assessment and/or other considerations and, if required by applicable law or regulation, Client agrees to perform an individualized assessment and/or other considerations before taking any adverse action based on a criminal record. To obtain a copy of the EEOC Criminal History Guidance please go to the following website: [http://www.eeoc.gov/laws/guidance/arrest\\_conviction.cfm](http://www.eeoc.gov/laws/guidance/arrest_conviction.cfm).
- h. Client agrees that Vendor may, but shall not be obligated to, request copies of any and all written disclosures provided by Client to any consumer(s) and written authorizations executed or provided by any consumer(s) with respect to the procurement by Client from Vendor of services regarding such consumer(s). As soon as reasonably practicable following such request, but in no event later than ten (10) business days, Client shall provide to Vendor copies of all requested disclosures and authorizations. Vendor reserves the right to prepare and send, in its sole and absolute discretion, notices under Section 613 of the FCRA to applicable consumers.

- i. In addition to the disclosure requirements identified above, if the consumer makes a written request within a reasonable amount of time, Client shall provide: (i) information about whether an investigative consumer report has been requested; (ii) if an investigative consumer report has been requested, written disclosure of the nature and scope of the investigation requested; and (iii) Vendor's contact information, including complete address and toll-free telephone number. This information will be provided to the consumer no later than five (5) days after the request for such disclosure was received from the consumer or such report was first requested, whichever is the latter.
- j. Client certifies and acknowledges that it has received and reviewed the following Federal Trade Commission notices and rules, which can be located at the following web addresses:
  - i. Notice to Users of Consumer Reports: Obligations of Users under the FCRA  
<https://www.castlebranch.com/documents/obligations-of-users.pdf>
  - ii. Summary of Your Rights Under the FCRA  
<https://www.castlebranch.com/documents/summary-of-your-rights-under-the-FCRA.pdf>
  - iii. Remediating the Effects of Identity Theft  
<https://www.castlebranch.com/documents/remediating-the-effects-of-identity-theft.pdf>
  - iv. Disposal of Consumer Report Information and Records  
<https://www.castlebranch.com/documents/disposal-of-consumer-report-information-and-records.pdf>
- k. Regarding any consumer report, consumer credit report, or investigative consumer report obtained or accessed by Client about a resident of California, Client certifies to Vendor that, under the Investigative Consumer Reporting Agencies Act, California Civil Code Sections 1786 et seq. ("ICRA"), and the Consumer Credit Reporting Agencies Act, California Civil Code Sections 1785.1 et seq.) ("CCRAA"), Client will do the following:
  - i. Request and use consumer reports, consumer credit reports, and investigative consumer reports (collectively referred to in this subsection (k) as "**investigative consumer reports**") solely for permissible purpose(s) identified under California Civil Code Sections 1785.11 and 1786.12.
  - ii. When, at any time, any investigative consumer reports are sought for employment purposes other than suspicion of wrongdoing or misconduct by the consumer who is the subject of the investigation, provide a clear and conspicuous disclosure in writing to the consumer, which solely discloses: (1) that an investigative consumer report may be obtained; (2) the permissible purpose of the investigative consumer report; (3) that information on the consumer's character, general reputation, personal characteristics and mode of living may be disclosed; (4) the name, address, telephone number, and website of the Consumer Reporting Agency conducting the investigation; and (5) the nature and scope of the investigation requested, including a summary of the provisions of California Civil Code Section 1786.22.
  - iii. When, at any time, investigative consumer reports are sought for employment purposes other than suspicion of wrongdoing or misconduct by the consumer who is the subject of the investigation, only request an investigative consumer report if the applicable consumer has authorized in writing the procurement of the investigative consumer report.
  - iv. Provide the consumer a means by which he/she may indicate on a written form, by means of a box to check, that the consumer wishes to receive a copy of any investigative consumer reports that are prepared. If the consumer wishes to receive a copy of the investigative consumer report, Client shall send (or contract with another entity to send) a copy of the investigative consumer report to the consumer within three business days of the date that the investigative consumer report is provided to Client.

- v. Under all applicable circumstances, comply with California Civil Code Sections 1785.20 and 1786.40 if the taking of adverse action is a consideration, which shall include, but may not be limited to, advising the consumer against whom an adverse action has been taken that the adverse action was based in whole or in part upon information contained in the investigative consumer report, informing the consumer in writing of Vendor's name, address, and telephone number, and provide the consumer of a written notice of his/her rights under the ICRA and the CCRAA.

Each of Vendor and Client, intending to be legally bound, has caused this Addendum to be executed by its duly authorized representative.

**Castle Branch, Inc.**

**{Client}**

By: \_\_\_\_\_  
Signature

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Print or Type Name

\_\_\_\_\_  
Print or Type Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

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Date

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Date



**The Background Screening Credentialing Council  
granted Reaccreditation status to  
Castle Branch, Inc.  
on the 10<sup>th</sup> Day of January, 2019.**