

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

RFP 180703 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 referred to as "TIPS" respectfully) 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. 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.

The vendor Agreement shall include and incorporate by reference this Agreement, the terms and conditions, special terms and conditions, any agreed upon amendments, as well as all of the sections of the solicitation as posted, including any addenda and the awarded vendor's proposal. Once signed, if an awarded vendor's proposal varies or is unclear in any way from the TIPS Agreement, TIPS, at its sole discretion, will decide which provision will prevail. Other documents to be included are the awarded vendor's proposals, task orders, purchase orders and any adjustments which have been issued. If deviations are submitted to TIPS by the proposing vendor as provided by and within the solicitation process, this Agreement may be amended to incorporate any agreed deviations.

The following pages will constitute the Agreement between the successful vendors(s) and TIPS. Bidders shall state, in a separate writing, and include with their proposal response, any required exceptions or deviations from these terms, conditions, and specifications. If agreed to by TIPS, they will be incorporated into the final Agreement.

A Purchase Order, 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 to 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 of the addendums possible.

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" or "\$0" or other similar indication. Otherwise, all shipping, freight or delivery changes shall be passed through to the TIPS Member at cost with no markup and said charges shall be agreed by the TIPS Member.

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, or an authorized dealer, distributor or manufacturer for all products offered for sale to TIPS Members. All equipment proposed shall be new unless clearly stated in writing.

Customer Support

The Vendor shall provide timely and accurate customer support to TIPS Members. Vendors shall respond to such requests within one (1) working day after receipt of the request. Vendor shall provide training regarding products and services supplied by the Vendor **unless** otherwise clearly stated in writing at the time of purchase. (Unless training is a line item sold or packaged and must be purchased with product.)

Agreements

Agreements for purchase will normally be put into effect by means of a purchase order(s) executed by authorized agents of the participating government entities.

Tax exempt status

A taxable item sold, leased, rented to, stored, used, or consumed by any of the following governmental entities is exempted from the taxes imposed by this chapter: (1) the United States; (2) an unincorporated instrumentality of the United States; (3) a corporation that is an agency or instrumentality of the United States and is wholly owned by the United States or by another corporation wholly owned by the United States; (4) the State of Texas; (5) a Texas county, city, special district, or other political subdivision; or (6) a state, or a governmental unit of a state that borders Texas, but only to the extent that the other state or governmental unit exempts or does not impose a tax on similar sales of items to this state or a political subdivision of this state. Texas Tax Code § 151.309. Most TIPS Members are tax exempt and the related laws of the jurisdiction of the TIPS Member shall apply.

Assignments of Agreements

No assignment of 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 or vendor assigned company.

Disclosures

1. Vendor affirms that he/she 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.
2. 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 Members in the TIPS program.
3. 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.

Renewal of Agreements

The Agreement with TIPS is for three (3) years with an option for renewal for an additional one (1) consecutive year. The scheduled Agreement termination date shall be the last date of the month of the last month of the agreement's legal effect. **Example:** *If the agreement is scheduled for to end on May 23, the anniversary date of the award, it would actually be extended to May 31 in the last month of the last year the contract is active.*

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 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 or executed Agreement 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 ordered products within a commercially reasonable time after the receipt of the order. If a product cannot be shipped within that time, the Vendor shall notify TIPS and the requesting entity as to why the product has not shipped and shall provide an estimated shipping date, if applicable. TIPS or the requesting entity may cancel the order if estimated shipping time is not acceptable.

Invoices

The awarded vendor shall submit invoices or payment requests to the TIPS Member participating entity clearly stating "Per TIPS Agreement # xxxxxxxx. 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 or vendor assigned dealer at net 30 days after receiving invoice or in compliance with applicable statute, 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. Failure to render the participation fee to TIPS shall constitute a breach of this agreement and shall be grounds for termination of this agreement and any other agreement held with TIPS.

Participation Fees

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 RFP. Vendor or vendor assigned dealer Agreements to pay the participation fee for all Agreement sales to TIPS on a monthly scheduled report unless otherwise agreed by the parties. Vendor must login to the TIPS database and use the "Submission Report" section to report sales. The Vendor or vendor assigned dealers are responsible for keeping record of all sales that go through the TIPS Agreement.

Failure to pay the participation fee will result in termination of Agreement. Please contact TIPS at 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 work 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. Per Texas Education Code §44.032(f), 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 bidder 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, TIPS is to be notified within 48 hours of receipt of order.

Termination for Convenience

TIPS reserves the right to terminate this agreement for cause or no cause for convenience with a thirty-day written notice. Termination for convenience is required under Federal Regulations 2 CFR part 200. All purchase orders presented to 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 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 for convenience provided that the goods and services were delivered in accordance with the terms and conditions of the terminated agreement.

TIPS Member Purchasing Procedures

Purchase orders or their equal are issued by participating TIPS Member to the awarded vendor indicating on the PO "Agreement Number". Order is 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.
- Awarded vendor reports sales monthly to TIPS (unless prior arrangements have been made with TIPS to report monthly).

Form of Agreement

If a vendor submitting a Proposal requires TIPS and/or TIPS Member to sign an additional agreement, a copy of the proposed agreement must be included with the proposal.

In response to submitted supplemental Vendor Agreement documents, TIPS will review proposed vendor Agreement documents. Supplemental Vendor's Agreement documents may not become part of TIPS's Agreement with vendor unless and until an authorized representative of TIPS reviews and approves it.

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 fully informed of and in compliance with all ordinances and regulations pertaining to the lawful provision of services under the Agreement. TIPS reserves the right to stop work and/or cancel Agreement of any awarded vendor whose license(s) expire, lapse, are suspended or terminated.

Novation

If awarded vendor sells or transfers all assets or the entire portion of the assets used 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.

Site Requirements (when applicable to service or job)

Cleanup: Awarded vendor shall clean up and remove all debris and rubbish resulting from their work as required or directed by TIPS Member. 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 sub-contractor 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. 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.

Smoking

Persons working under Agreement shall adhere to local smoking policies. Smoking will only be permitted in posted areas or off premises.

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. 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.

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 i.e. invoice requirements, ordering requirements, specialized delivery, etc. Any supplemental agreement or contract developed as a result of this Agreement is exclusively between the participating entity and awarded vendor. TIPS, its agents, TIPS Members and employees 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.

Survival Clause

All applicable 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 the Agreement shall survive the expiration or termination of the 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 this Solicitation 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 random audits of Awarded Vendor's pricing that is offered to 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-complying 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 format and at the location designated by Region 8 ESC or TIPS.

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 fully 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.

Scope of Services

The specific scope of work for each job shall be determined in advance and in writing between TIPS Member and Awarded vendor. It is permitted for the TIPS Member to provide a general scope, but the awarded vendor should provide a written scope of work to the TIPS Member as part of the proposal. Once the scope of the job is agreed to, the TIPS Member will issue a Purchase Order and/or an Agreement or Contract and/or an Agreement with the estimate referenced as an attachment along with required bond and any other special provisions agreed to for the TIPS Member. If special terms and conditions other than those covered

within this solicitation and awarded Agreements are required, they will be attached to the Purchase Order and/or an Agreement or Contract and shall take precedence over those in the base TIPS Vendor Agreement.

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 has services that need to be undertaken. Notification may occur via phone, the web, email, fax, or in person. Upon notification of a pending request, the awarded vendor shall make contact with the TIPS Member 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 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.

Scheduling of Projects

Scheduling of projects (if applicable) will be accomplished when the TIPS Member issues a purchase order or other document that will serve as "the notice to proceed". The period for the delivery order will include the mobilization, materials purchase, installation and delivery, design, weather, and site cleanup and inspection. No additional claims may be made for delays as a result of these items. When the tasks have been completed the awarded vendor shall notify the client and have the TIPS Member inspect the work for acceptance under the scope and terms in the PO. The TIPS Member will issue in writing any corrective actions that are required. Upon completion of these items, the TIPS Member will issue a completion notice and final payment will be issued.

Support Requirements

If there is a dispute between the awarded vendor and TIPS Member, TIPS or its representatives will assist in conflict resolution or third party (mandatory mediation), if requested by either party. TIPS, or its representatives, reserves the right to inspect any project and audit the awarded vendors TIPS project files, documentation and correspondence.

Incorporation of Solicitation

The TIPS Solicitation, 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, that resulted in the execution of this agreement 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.

NEW STATUTORY REQUIREMENT EFFECTIVE SEPTEMBER 1, 2017.

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 we do 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 1 business day of the change by a letter on your letterhead from 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

Insurance Requirements

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

General Liability	\$1,000,000 each Occurrence/ Aggregate
Automobile Liability	\$300,000 Including owned, hired, & non-owned
Workers' Compensation	Statutory limits
Employers' Liability - if you employ others than owners and provide services or on-site delivery or work, not just goods	\$1,000,000
Umbrella Liability	\$1,000,000

When the contractor or its subcontractors are liable for any damages or claims, the contractors'

policy must be primary over any other valid and collectible insurance carried by the District. 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 Contractor(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. "Claims made" policies will not be accepted. Each insurance policy shall be endorsed to state that coverage shall not be suspended, voided, cancelled, non-renewed or reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested has been given to TIPS or the TIPS Member. Upon request, certified copies of all insurance policies shall be furnished to the TIPS or the TIPS Member.

Special Terms and Conditions


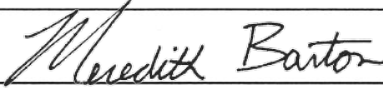

It is the intent of TIPS to award to reliable, high performance vendors to supply products and services to government and educational agencies. It is the experience of TIPS that the following procedures provide TIPS, the Vendor, and the participating agency the necessary support to facilitate a mutually beneficial relationship. The specific procedures will be negotiated with the successful vendor.

- **Agreements:** All vendor Purchase Orders and/or Agreements/Contracts must be emailed to TIPS at tipspo@tips-usa.com. Should an agency send an order direct to vendor, it is the vendor's responsibility to forward the order to TIPS at the email above within 24 business hours and confirm its receipt with TIPS.
 - **Promotion of Agreement:** It is agreed that Vendor will encourage all eligible entities to purchase from the TIPS Program. **Encouraging** entities to purchase directly from the Vendor, when the Member has requested a TIPS price, bypassing the TIPS Agreement when the Member has requested 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.
 - **Daily Order Confirmation:** All Agreement purchase orders will be approved daily by TIPS and sent to vendor. The vendor must confirm receipt of orders to the TIPS Member (customer) within 72 hours.
 - **Vendor custom website for TIPS:** If Vendor is hosting a custom TIPS website, then updated pricing must be posted by 1st of each month.
 - **Back Ordered Products:** If product is not expected to ship within the time provided to the TIPS member by the Vendor, customer is to be notified within 24 hours and appropriate action taken based on customer request.
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Page 12 of 12 will be the TIPS Vendor Agreement Signature Page

TIPS Vendor Agreement Signature Form

RFP 180703 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 August 16, 2018
TIPS Authorized Representative Name Meredith Barton
Title Vice-President of Operations
TIPS Authorized Representative Signature 
Approved by ESC Region 8 
Date 10/8/18

The Interlocal Purchasing System (TIPS Cooperative) Supplier Response

Bid Information		Contact Information		Ship to Information
Bid Creator	Rick Powell General Counsel/Procurement Compliance Officer	Address	Region VIII Education Service Center 4845 US Highway 271 North Pittsburg, TX 75686	Address
Email	rick.powell@tips-usa.com	Contact	Kristie Collins, Contracts Compliance Specialist	Contact
Phone	(903) 575-2689 x			Department Building
Fax				Floor/Room
Bid Number	180703 Addendum 2	Department Building		Telephone
Title	Criminal Background Check and Fingerprinting Equipment and Services			Fax
Bid Type	RFP			Email
Issue Date	7/5/2018 08:02 AM (CT)	Floor/Room		
Close Date	8/17/2018 03:00:00 PM (CT)	Telephone	+1 (866) 839-8477 x	
		Fax	+1 (866) 839-8472 x	
		Email	bids@tips-usa.com	

Supplier Information

Company CastleBranch (Castle Branch Inc.)
 Address 1844 Sir Tyler Drive
 Wilmington, NC 28405
 Contact
 Department
 Building
 Floor/Room
 Telephone (888) 723-4263
 Fax
 Email rfp@castlebranch.com
 Submitted 8/16/2018 03:29:01 PM (CT)
 Total \$0.00

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

Signature Lauren Henderson

Email rfp@castlebranch.com

Supplier Notes

Bid Notes

Bid Activities

Bid Messages

Bid Attributes

Please review the following and respond where necessary

#	Name	Note	Response
1	Yes - No	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.	NO
2	Yes - No	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 https://comptroller.texas.gov/purchasing/vendor/hub/ or in a HUBZone as defined by the US Small Business Administration at https://www.sba.gov/offices/headquarters/ohp Proof of one or both may be submitted. Vendor must upload proof of certification to the "Response Attachments" HUB CERTIFICATES section.	No
3	Yes - No	The Vendor can provide services and/or products to all 50 US States?	Yes
4	States Served:	If answer is NO to question #3, please list which states can be served. (Example: AR, OK, TX)	
5	Company and/or Product Description:	This information will appear on the TIPS website in the company profile section, if awarded a TIPS contract. (Limit 750 characters.)	Background Screening, Drug Testing, Fingerprinting, I-9 and E-Verify, Compliance Management and Document Management Solutions
6	Primary Contact Name	Primary Contact Name	Katie Giacalone
7	Primary Contact Title	Primary Contact Title	Sales Manager
8	Primary Contact Email	Primary Contact Email	katieg@castlebranch.com
9	Primary Contact Phone	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	8887234263
10	Primary Contact Fax	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	9107721528
11	Primary Contact Mobile	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	
12	Secondary Contact Name	Secondary Contact Name	Mark Bradley
13	Secondary Contact Title	Secondary Contact Title	Sales Manager
14	Secondary Contact Email	Secondary Contact Email	mebradl@castlebranch.com
15	Secondary Contact Phone	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	8887234263
16	Secondary Contact Fax	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	9107721528
17	Secondary Contact Mobile	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	

18	Admin Fee Contact Name	Admin Fee Contact Name. This person is responsible for paying the admin fee to TIPS.	Darcy Barlow
19	Admin Fee Contact Email	Admin Fee Contact Email	darcyb@castlebranch.com
20	Admin Fee Contact Phone	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	8887234263
21	Purchase Order Contact Name	Purchase Order Contact Name. This person is responsible for receiving Purchase Orders from TIPS.	Darcy Barlow
22	Purchase Order Contact Email	Purchase Order Contact Email	darcyb@castlebranch.com
23	Purchase Order Contact Phone	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	8887234263
24	Company Website	Company Website (Format - www.company.com)	www.castlebranch.com
25	Federal ID Number:	Federal ID Number also known as the Employer Identification Number. (Format - 12-3456789)	56-2169613
26	Primary Address	Primary Address	1844 Sir Tyler Drive
27	Primary Address City	Primary Address City	Wilmington
28	Primary Address State	Primary Address State (2 Digit Abbreviation)	NC
29	Primary Address Zip	Primary Address Zip	28405
30	Search Words:	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.)	Employee, Applicant, Volunteer, Criminal Background Screening, Criminal History Check, Student Screening Services, Immunization Tracker, Document Manager, Student Background Screening, LiveScan, Social Security Number, Address History, Motor Vehicle Report, County Criminal, State Criminal, Federal Criminal, Fingerprinting, Nationwide Criminal, Sex Offender, Credit Checks, Drug and Alcohol Testing, DOT, Military Verification, Employment Verification, Education Verification, Colleges and Universities, Human Resources, Housing Authorities, City/County/State Government Background Screening, Top Background Screening Companies, iPhone App, Health Care Screening, Teacher Screening, Background Check
31	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 are 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 our members regardless of the fund source, whether it be local, state or federal?	Yes

32	Yes - No	<p>Certification of Residency (Required by the State of Texas) The vendor's ultimate parent company or majority owner:</p> <p>(A) has its principal place of business in Texas;</p> <p>OR</p> <p>(B) employs at least 500 persons in Texas?</p>	No
33	Company Residence (City)	Vendor's principal place of business is in the city of?	Wilmington
34	Company Residence (State)	Vendor's principal place of business is in the state of?	NC
35	Discount Offered - CAUTION READ CAREFULLY BECAUSE VENDORS FREQUENTLY MAKE MISTAKES ON THIS ATTRIBUTE QUESTION	<p>Remember this is a MINIMUM discount percentage so, be sure the discount percentage inserted here can be applied to ANY OFFERING OF GOODS OR SERVICES THROUGH OUT THE LIFE OF THE CONTRACT CAUTION: BE CERTAIN YOU CAN HONOR THIS MINIMUM DISCOUNT PERCENTAGE ON ANY OFFERED SERVICE OR GOOD. 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 RFP document), website, store or shelf pricing? 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%.</p>	5%
36	TIPS administration fee	By submitting a proposal, I agree that all pricing submitted to TIPS shall include the participation fee, as designated in the solicitation or as otherwise agreed in writing and shall be remitted to TIPS by the Vendor as agreed 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.	(No Response Required)
37	Yes - No	<p>Vendor agrees to remit to TIPS the required administration fee?</p> <p>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.</p>	Yes
38	Yes - No	Do you offer additional discounts to TIPS members for large order quantities or large scope of work?	No
39	Years Experience	Company years experience in this category? This is an evaluation criterion worth a maximum of 10 points. See RFP for more information.	21
40	Resellers:	<p>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.</p> <p>EXAMPLE: BIGmart is a reseller of ACME brand televisions. If ACME were a TIPS awarded vendor, then ACME would list BIGmart as a reseller.</p> <p>(If applicable, vendor should download the Reseller/Dealers spreadsheet from the Attachments section, fill out the form and submit the document in the "Response Attachments" RESELLERS section.</p>	No

41	Pricing discount percentage are guaranteed for?	Does the vendor agrees to honor the proposed pricing discount percentage off regular catalog (as defined in the RFP document), website, store or shelf pricing for the term of the award?	YES
42	Right of Refusal	Does the proposing vendor wish to reserve the right not to perform under the awarded agreement with a TIPS member at vendor's discretion?	No
43	NON-COLLUSIVE BIDDING CERTIFICATE	By submission of this bid or proposal, the Bidder certifies that: 1) This bid or proposal has been independently arrived at without collusion with any other Bidder or with any Competitor; 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; 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; 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. Not a negotiable term. Failure to agree will render your proposal non-responsive and it will not be considered.	(No Response Required)
44	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. You may find the Blank CIQ form on our website at: Copy and Paste the following link into a new browser or tab: https://www.tips-usa.com/assets/documents/docs/CIQ.pdf There is an optional upload for this form provided if you have a conflict and must file the form.	No
45	Filing of Form CIQ	If yes (above), have you filed a form CIQ by uploading the form to this RFP as directed above?	
46	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.	Yes
47	Regulatory Standing	Regulatory Standing explanation of no answer on previous question.	

48 Antitrust Certification Statements (Tex.
Government Code § 2155.005)

By submission of this bid or proposal, the Bidder certifies (No Response Required)
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.

Instructions for Certification:

(No Response Required)

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.

50 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.

51 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.

- | | | | |
|----|--|---|------------------------|
| 52 | 2 CFR PART 200 Contract Provisions Explanation | <p>Required Federal contract provisions of Federal Regulations for Contracts for contracts with ESC Region 8 and TIPS Members:</p> <p>The following provisions are required to be in place and agreed if the procurement is funded in any part with federal funds.</p> <p>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.</p> <p>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.</p> | (No Response Required) |
| 53 | 2 CFR PART 200 Contracts | <p>Contracts for more than the simplified acquisition threshold currently set at \$150,000, 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.</p> <p>Does vendor agree?</p> | Yes |
| 54 | 2 CFR PART 200 Termination | <p>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)</p> <p>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.</p> <p>Does vendor agree?</p> | Yes |

55	2 CFR PART 200 Clean Air Act	Yes
56	<p>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 \$150,000 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).</p> <p>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.</p> <p>Does vendor agree?</p>	Yes
57	<p>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.</p> <p>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.</p> <p>Does vendor agree?</p>	Yes

- 58 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?
- Yes
- 59 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.
- I HAVE NOT Lobbied per above
- 60 If you answered "I HAVE lobbied per above to the previous question.
- If you answered "I HAVE lobbied" per above Attribute #66, 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.
- (No Response Required)

61 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.	NO
62 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.	NO
63 Indemnification	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	Yes

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?

64 Remedies

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?

Yes, I Agree

65 Remedies Explanation of No Answer

66 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. 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

67	Jurisdiction and Service of Process	<p>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 clauses in contracts with TIPS members may be determined by the parties. 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?</p>	Yes
68	Infringement(s)	<p>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?</p>	Yes, I Agree
69	Infringement(s) Explanation of No Answer		
70	Contract Governance	<p>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.</p>	Yes
71	Payment Terms and Funding Out Clause	<p>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.</p> <p>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.</p>	Yes

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?

72 Insurance and Fingerprint Requirements
Information

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. 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 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

(No Response Required)

73 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

- 74 Texas Business and Commerce Code § 272 Requirements as of 9-1-2017 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. (No Response Required)
- 75 Texas Government Code 2270 Verification Form Texas Government Code 2270 Verification Form YES
Texas 2017 House Bill 89 has been signed into law by the governor and as of September 1, 2017 will be codified as Texas Government Code § 2270 and 808 et seq.
The relevant section addressed by this form reads as follows:
Texas Government Code Sec. 2270.002. PROVISION REQUIRED IN CONTRACT. A governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract.engaged by
ESC Region 8/The Interlocal Purchasing System (TIPS)
4845 Highway 271 North
Pittsburg,TX,75686
verify by this writing that the above-named company affirms that it (1) does not boycott Israel; and (2) will not boycott Israel during the term of this contract, or any contract with the above-named Texas governmental entity in the future. I further affirm that if our company's position on this issue is reversed and this affirmation is no longer valid, that the above-named Texas governmental entity will be notified in writing within one (1) business day and we understand that our company's failure to affirm and comply with the requirements of Texas Government Code 2270 et seq. shall be grounds for immediate contract termination without penalty to the above-named Texas governmental entity.
AND
our company is not listed on and we do not do business with companies that are on the 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.

76 Logos and other company marks	<p>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</p>	(No Response Required)
	<p>Potential uses of company logo:</p> <ul style="list-style-type: none"> * 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) 	
77 Solicitation Deviation/Compliance	<p>Does the vendor agree with the General Conditions Standard Terms and Conditions or Item Specifications listed in this proposal invitation?</p>	Yes
78 Solicitation Exceptions/Deviations Explanation	<p>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.</p> <p>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.</p> <p>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.</p>	
79 Agreement Deviation/Compliance	<p>Does the vendor agree with the language in the Vendor Agreement?</p>	Yes

80 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.

CastleBranch has included an addendum to the agreement, which 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. You will find this information in the Appendix of the Supplementary document. Additionally, if employment verification services are requested, please note that some employers outsource the provision of employment verification information. As a result, for outsourced employment verification services, we are required by our third-party service provider to obtain agreement to the terms of the attached Statement of Service -- Equifax Verification Services. Many of the exhibits to this document apply only in the event that an applicant resides in a particular state. For example, Exhibit A-2 applies only if an applicant is a resident of Vermont, and the "Vermont Fair Credit Reporting Contract Certification" is included solely for informational purposes. If credit reporting services are requested, the attached Employment Credit Report Agreement and accompanying application are applicable, as we are required by our third party service provider to enter into this agreement and obtain completion of this application in order to provide credit reporting services.

81 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

- 82 If you answered C. My Firm is owned or operated by a felon to #93, you are REQUIRED TO ANSWER THE FOLLOWING QUESTIONS. If you answered C. My Firm is owned or operated by a felon to #93, 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).
- 83 Long Term Cost Evaluation Criterion # 4. READ CAREFULLY and see in the RFP document under "Proposal Scoring and Evaluation". increases will be 5% or less annually per question
Points will be assigned to this criterion based on your answer to this Attribute. Points are awarded if you agree not increase your catalog prices (as defined herein) more than X% annually over the previous year for years two and three and potentially year four, unless an exigent circumstance exists in the marketplace and the excess price increase which exceeds X% annually is supported by documentation provided by you and your suppliers and shared with TIPS, if requested. If you agree NOT to increase prices more than 5%, except when justified by supporting documentation, you are awarded 10 points; if 6% to 14%, except when justified by supporting documentation, you receive 1 to 9 points incrementally. Price increases 14% or greater, except when justified by supporting documentation, receive 0 points.

Line Items		
Response Total:		\$0.00

CERTIFICATION BY CORPORATE OFFERER

COMPLETE ONLY IF OFFERER IS A CORPORATION,

THE FOLLOWING CERTIFICATE SHOULD BE EXECUTED AND INCLUDED AS PART OF PROPOSAL FORM/PROPOSAL FORM.

OFFERER: Castle Branch, Inc.
(Name of Corporation)

Brett Halna du Fretay certify that I am the Secretary of the Corporation
I, (Name of Corporate Secretary)

named as OFFERER herein above; that

Lauren Henderson

(Name of person who completed proposal document)

who signed the foregoing proposal on behalf of the corporation offerer is the authorized person that is acting as

Chief Financial Officer

(Title/Position of person signing proposal/offer document within the corporation)

of the said Corporation; that said proposal/offer was duly signed for and in behalf of said corporation by authority of its governing body, and is within the scope of its corporate powers.



CORPORATE SEAL if available


SIGNATURE

08.15.2018

DATE

Insert TIPS RFP # 180703

**FAILURE TO PROPERLY COMPLETE THIS FORM AND SUBMIT WITH YOUR RESPONSE MAY RESULT IN A
WAIVER OF YOUR RIGHTS UNDER THE LAW TO MAINTAIN CONFIDENTIALITY TREATMENT OF
SUBMITTED MATERIALS.**

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** make 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 the confidential information in the submitted proposal as well, 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. Pricing of solicited product or service may be deemed as public information under Chapter 552 Texas Gov't Code. The Office of Texas Attorney General shall make the final determination whether the information held by ESC8 and TIPS is confidential and exempt from public disclosure.

If you claim that parts of your proposal are confidential, complete the top section below.

I claim part of my proposal to be confidential and DO NOT 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. 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.

Castle Branch, Inc.

Name of company claiming confidential status of material

Lauren Henderson, Chief Financial Officer

Printed Name and Title of authorized company officer claiming confidential status of material

1844 Sir Tyler Drive	Wilmington	NC	28405	888.723.4263
Address	City	State	ZIP	Phone

ATTACHED ARE COPIES OF 1 PAGES OF CONFIDENTIAL MATERIAL FROM OUR PROPOSAL

Signature  Date August 16, 2018

OR

If you do not claim any of your proposal to be confidential, complete the section below only.

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.

Printed Name authorized company officer

Title of authorized company officer

Address	City	State	ZIP	Phone
---------	------	-------	-----	-------

Signature _____ Date _____



The Background Screening Credentialing Council

Has Granted Accreditation Status To

CASTLE BRANCH, INC.

On this the 14th Day of November 2013

A handwritten signature in black ink, appearing to read "Laura M. Randazzo".

Laura Randazzo, Co-Chair, NAPBS BSCC

A handwritten signature in black ink, appearing to read "Nancy Lynn Roberts".

Nancy Lynn Roberts, Co-Chair BSCC



Warranty Information

Warranty Conditions/Quality Control Measures

CastleBranch delivers Software as a Service (SaaS); therefore, the corporate warranty/quality assurance is not on hardware or software but rather on screening results and vendor authentication. Quality assurance is measured at the corporate level as well as at the vendor level. The ability to stand behind the corporate products is dependent upon:

- Supplier data
- Internal staff performance
- Client training
- Security policies

Supplier Data

CastleBranch maintains partnerships with a variety of vendors and researchers who are independently contracted to help us provide highly accurate results in a timely manner. In addition to signing binding agreements with them, CastleBranch audits our vendors and researchers to ensure accuracy and compliance with all applicable laws. Each vendor is audited once a year in either the spring or fall.

CastleBranch ensures vendor accountability in the case of errors or quality issues. For independent researchers, the first offense will result in a written warning. First offense is defined as never having an issue before. If the offense is a clear indication of incompetence or not adhering to NAPBS guidelines, we may pull future business immediately.

Second offense will result in a conference call. Depending on the outcome of the conference call, we may either pull future business immediately or increase our auditing efforts over a larger selection of searches for an assessment period of up to 90 days.

If we commence with the assessment period and find any error, we will immediately pull future business.

Our vendor audit policies are compliant with National Association of Professional Background Screeners (NAPBS) accreditation standards.

Internal Staff Performance

CastleBranch's quality assurance department continuously audits all staff conducting employment screening searches to ensure accuracy and regulatory compliance.

All new employees are subject to a 100 percent audit rate during their first 90 days of employment. Once completed, the audit percentage gradually decreases based on the complexity of an employee's research area and his or her individual performance. However, all employees must, at all times, maintain at least a 98 percent accuracy rate. All orders with records, including felonies and misdemeanors, as well as duplicate orders, NC audits and rechecks, are audited to ensure accuracy.

In accordance with company policy, any employee who fails to maintain a 98 percent accuracy rate within a set production period receives an informal action and counseling. If the employee's performance does not improve to meet the minimum requirements during the informal action period, counseling will be elevated to a formal action. Formal action subjects the employee to a full audit of his or her work and necessitates additional training. If the employee fails to meet his or her quality or production measurements for two consecutive weeks or within one month, the elevation will result in termination.

In addition to monitoring our researchers' work, our quality assurance department continuously investigates the best sources available to uncover our search data. If a better source is discovered, CastleBranch will take every step necessary to utilize the new source. Each new source is tested for accuracy and checked for regulatory compliance before implementation. Sources are also tested regularly throughout their use to ensure continued accuracy and compliance.

CastleBranch has detailed search procedures in place to ensure compliance with the Fair Credit Reporting Act (FCRA). After researchers complete the initial background screening search, our quality assurance specialists review all data to ensure accuracy and compliance with FCRA rules and regulations. CastleBranch only collects applicant data necessary to provide the requested services, and such data is only processed with the applicant's knowledge and authorization.

Further, CastleBranch's operational management team and several employees within the department have received their basic and advanced certification credentials through the FCRA compliance program. This includes every staff member in our quality assurance department, each of whom holds at least two NAPBS certifications.

In 2017, our training and quality assurance efforts resulted in a 99.992 percent accuracy rate for all returned background screening data.

[Client Training](#)

CastleBranch's Customer Experience Specialists will schedule and conduct staff training. This is a value-added service provided 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.

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 to 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



Proposed Goods and Services

Searches

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 2017, our organization processed over 3.74 million background check records and maintained a 99.992 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 48 hours allows clients to make timely decisions with confidence.

Searches offered by CastleBranch include but are not limited to:

<u>PRODUCT</u>	<u>DESCRIPTION</u>
Social Security Alert	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.
Residency History	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.
County Criminal Search	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
Statewide Criminal Search	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.
National Record Indicator (NRI) with Sex Offender Index	The NRI product searches a proprietary database containing hundreds of millions of records from multiple jurisdictions. Sources include state court repositories, departments of correction, county courts and other state level agencies, as well as sex and violent offender records from all 50 states. 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.
Nationwide Healthcare Fraud & Abuse Search (FACIS III)	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.
Federal Criminal Search	<p>A federal criminal search reveals federal crimes not found in a state criminal or county criminal history search. A federal 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>

<u>PRODUCT</u>	DESCRIPTION
Motor Vehicle Record Search	<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>
U.S. Patriot Act	<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) & Blocked Persons, OFAC Sanctioned Countries including Major Cities & Ports, Non-Cooperative Countries and Territories, Department of State Trade Control (DTC) Debarred Parties, US Bureau of Industry & Security, FBI Most Wanted Terrorists & 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>
Employment Verification	<p>CastleBranch's internal verifications 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>

<u>PRODUCT</u>	DESCRIPTION
Education Verification	<p>CastleBranch's internal verifications 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>
Reference Verification	<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>
Professional Licensure Verifications	<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>
Credit Report	<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>

<u>PRODUCT</u>	DESCRIPTION
Civil Search	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.
International Criminal History	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.
Wants and Warrants	A wants and warrants search reveals detailed information from a multitude of sources, including city, county, state, federal and international law enforcement databases. This search includes active and historical data of warrants served, cleared by court appearances or withdrawn.
Commercial Driver License Information System	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.

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

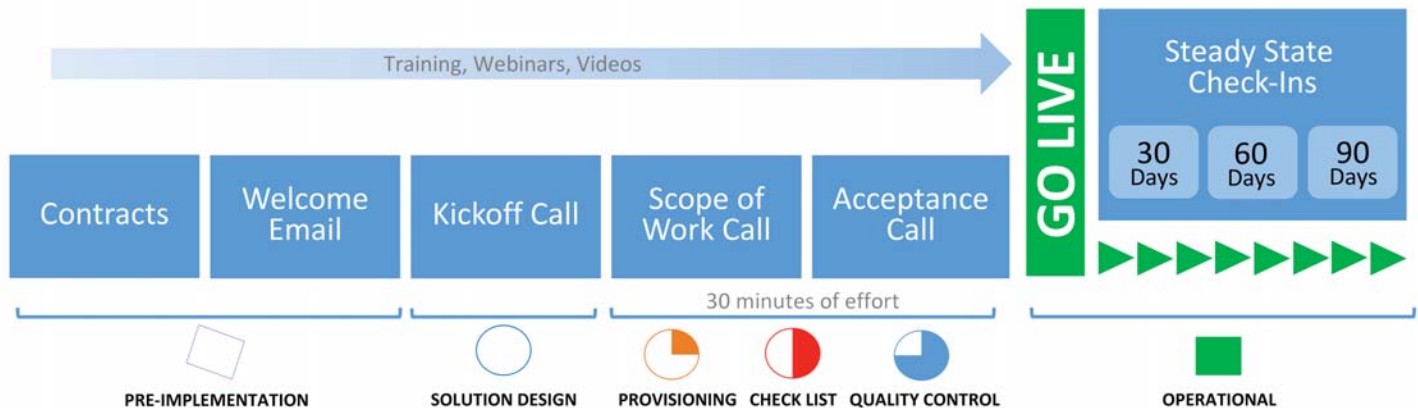
users place orders on behalf of their applicants. Alternatively, our unique eVite and portal system allows applicants to place their own orders with packages chosen by TIPS. Batch ordering is also available to clients as a value-added service.

- **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.

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 and 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 kickoff 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 on-boarding, our Customer Experience Specialist 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.

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 to 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. ET. 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, review and explain results, 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 marks 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.

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.

Account Executive

Additional support will be provided by the Account Executive. The Account Executive's primary focus is to monitor and ensure our business requirements are being met. He or she will also be directly involved in any additional business requirements that may come up during the term of the contract. The Account Executive can participate in the quarterly and annual reviews.

Service Delivery

Account Executives 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 NAPBS 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 (in 2017, we maintained a 99.992 percent accuracy rate)
- 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 Account Executive, who spends 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 contact 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 Account Executive and Customer Experience Specialist 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 Account Executive, 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 Account Executive to discuss and action plan a resolution.

User Support

CastleBranch offers a distinct and separate help desk for user/candidate support. Available via phone, email or live chat Monday - Thursday 8 a.m.-8 p.m. ET; Friday from 8 a.m.-6:30 p.m. ET; and Sundays from 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.

- 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.

Security Policies

CastleBranch has developed an Enterprise Information Security Policy to establish requirements for protecting the confidentiality, integrity and availability of information. Our policy covers usage, authentication, availability and auditing of data. The policy and security standards apply to everyone who works with confidential information at CastleBranch and to the physical and computer environments that support their work.

The enterprise security standards are reviewed biannually to ensure technical standards meet or exceed industry standards.

Amazon Web Services Security

CastleBranch's system is built upon Infrastructure as a Service (IaaS) offerings, as provided by Amazon Web Services (AWS). AWS maintains the security of the cloud and monitors the AWS Global Infrastructure, including regions, availability zones and edge locations. AWS also monitors storage, databases, networking and computing. This system maintains a wide variety of industry-leading security certificates and is compliant with ISO 27001, ISO 9001, PCI, SOC, DOD CSM and FedRAMP.

CastleBranch System Security

In addition to the security measures taken by AWS, CastleBranch's fully web-based systems are protected by cutting-edge security software. As a member of Ambiron Trustwave's TrustKeeper remote compliance program, CastleBranch's systems are scanned monthly for any security vulnerabilities. Any reported security issues are immediately remedied by IT department staff, and all systems are re-scanned. CastleBranch also has firewall-protected web servers on a perimeter network (DMZ). All personally identifiable information (PII) coming into, sent out of or stored on CastleBranch systems is encrypted using TLS 1.2 (Transport Layer Security), a secure form of HTTP communication and data-at-rest encryption. CastleBranch uses Thawte SSL certificates that offer industry-leading 256-bit encryption for supported browsers. Industry-standard firewalls are in place to further ensure unauthorized users cannot access protected information.

All internal users of systems follow ISO 27001 authentication standards. Access to systems

follows the principle of least privilege. To prevent unauthorized use, unique usernames and alphanumeric passwords are required to access all internal and client-facing systems. A security symbol (a padlock or key) displays in the browser window indicating the information is secure. Session signout for inactivity and account lockout features are also enforced to ensure authorized user access. Role-based access is enforced to ensure permissible purpose and protect confidential information.

Physical Site Security

Exterior doors at CastleBranch are equipped with card-scanning and keyed locks, barring access to the building by anyone without proper authorization. An alarm system provides an additional layer of security. Only select members of upper management possess the alarm system's deactivation code. Access to CastleBranch work areas within the building are restricted by doors equipped with locks requiring either multi-digit numerical codes or electronically scanned security cards. Numerical codes are changed at least monthly and as needed. Furthermore, security cameras linked to a CCTV system are positioned at all exterior entrances and in sensitive internal areas (e.g., the network server rooms).

Personnel Security

All CastleBranch employees undergo extensive background checks at the time of hire, receive training in FCRA compliance, federal and state regulations and sign a legally binding agreement stating they will use research tools only in compliance with all applicable laws. To further ensure security, only those individuals whose job duties require access to PII can view this data. Access to networks containing PII is username-/password-protected, and all employee network activities are monitored and logged. Employees also undergo thorough security awareness training every month.

Additionally, CastleBranch employs an IT staff well-versed in information and infrastructure security. Staff certifications include CCSA, CCDA, MCSE, ITIL v3 Foundations and AWS certifications.

Applicant Information Security

CastleBranch follows all applicable federal and state laws governing the privacy of information. In an effort to help minimize risk, PII is removed from reports whenever possible.

CastleBranch takes the protection of data collected during the background screening process extremely seriously and makes every reasonable effort to protect the data. CastleBranch abides by the requirements set forth by the FCRA and NAPBS. Specifically, we take the following steps to ensure the confidentiality of PII:

- All of our employees complete in-depth training programs on federal guidelines regarding PII and how to handle PII while completing their work functions
- Access to areas of our systems containing PII is granted on an as-needed basis and is monitored for compliance
- Employees are prohibited from discussing, sharing and disseminating any PII outside performance of normal business functions
- Upon termination of employment, login credentials are immediately revoked, preventing external, unauthorized access

- PII is saved on encrypted, safe locations on our AWS infrastructure and internal server
- Hard-copy paperwork containing PII must be contained in locked storage boxes within our secure headquarters or placed in one of several locked “Shred-it” boxes
- PII is removed from reports whenever possible