

DocuSign City Manager Approval Transmittal Coversheet

RFP	6303
File Name	Background Check Services
Purchasing Contact	Karen E. Smith
Contract Value	\$75,000
Piggy Back Option	Yes
Contract Expiration	3 Years from CM approval

**CONTRACT BY AND BETWEEN
CITY OF DENTON, TEXAS AND CASTLE BRANCH, INC.
(CONTRACT 6303)**

THIS CONTRACT is made and entered into this date 4/10/2017, by and between Castle Branch, Inc., a corporation, whose address is 1844 Sir Tyler Drive, Wilmington, NC 28405, hereinafter referred to as "Contractor," and the **CITY OF DENTON, TEXAS**, a home rule municipal corporation, hereinafter referred to as "City," to be effective upon approval of the Denton City Council and subsequent execution of this Contract by the Denton City Manager or his duly authorized designee.

For and in consideration of the covenants and agreements contained herein, and for the mutual benefits to be obtained hereby, the parties agree as follows:

SCOPE OF SERVICES

Supplier shall provide products and/or services in accordance with the City's document RFP 6303-Supply of Employment/Volunteer Criminal Background Check Services, a copy of which is on file at the office of Purchasing Agent and incorporated herein for all purposes. The Contract consists of this written agreement and the following items which are attached hereto and incorporated herein by reference:

- (a) Special Terms and Conditions (**Exhibit "A"**);
- (b) Request for Proposal # 6303 (**Exhibit "B" on File at the Office of the Purchasing Agent**);
- (c) City of Denton Standard Terms and Conditions (**Exhibit "C"**);
- (d) Insurance Requirements (**Exhibit "D"**);
- (e) Contractor's Proposal (**Exhibit "E"**);
- (f) Contractor's FCRA Certifications Addendum – Employment Purpose "Addendum to Service Agreement" (**Exhibit "F"**);

These documents make up the Contract documents and what is called for by one shall be as binding as if called for by all. In the event of an inconsistency or conflict in any of the provisions of the Contract documents, the inconsistency or conflict shall be resolved by giving precedence first to the written agreement then to the contract documents in the order in which they are listed above. These documents shall be referred to collectively as "Contract Documents."

IN WITNESS WHEREOF, the parties of these presents have executed this agreement in the year and day first above written.

Castle Branch, Inc.

CONTRACTOR

BY: DocuSigned by:
Lauren Henderson
AUTHORIZED SIGNATURE

Date: 4/10/2017

Name: Lauren Henderson

Title: CFL

910-815-3880 ext. 7139

PHONE NUMBER

lareyno@castlebranch.com
EMAIL ADDRESS

N/A

**TEXAS ETHICS COMMISSION
CERTIFICATE NUMBER**

CITY OF DENTON, TEXAS

**ATTEST:
JENNIFER WALTERS, CITY SECRETARY**

BY: DocuSigned by:
Jennifer Walters
C5BFAFC1821946D...

BY: DocuSigned by:
Todd Hileman
TODD HILEMAN
CITY MANAGER

Date: 4/10/2017

**APPROVED AS TO LEGAL FORM:
AARON LEAL, INTERIM CITY ATTORNEY**

BY: DocuSigned by:
John Knight
C821996C2A2B439...

Exhibit A

Special Terms and Conditions

1. Total Contract Amount

The contract total for services and fees shall not exceed \$75,000. Service pricing shall be per Exhibit E attached. The city shall pay additional pass through fees, at cost, which may apply for motor vehicle, education verification, and employment verification searches.

2. Contract Terms

The contract term will be one (1) year, effective from date of award. The City and the Supplier shall have the option to renew this contract for an additional two (2) one-year periods.

The contract shall commence upon the issuance of a Notice of Award by the City of Denton and shall automatically renew each year, from the date of award by City Council, unless either party notifies the other prior to the scheduled renewal date. At the sole option of the City of Denton, the contract may be further extended as needed, not to exceed a total of six (6) months.

3. Price Adjustments

Prices for services described in the solicitation must be firm for a period of one year from date of contract award (excluding pass through costs imposed by other agencies). Any request for price adjustment must be based on the, U.S Department of Labor, Bureau of Labor Statistics, Current Employment Statistics (CES) for all employees, thousands, education and health services, seasonally adjusted (CES6500000001. The price will be increased or decreased based upon the annual percentage change in the CES. The maximum escalation will not exceed +/- 8% for any individual year. The escalation will be determined annually at the renewal date. Should the CES change exceed a minimum threshold value of +/-1%, then the stated eligible bid prices shall be adjusted in accordance with the CES change not to exceed the 8% limit per year. The supplier should provide documentation as percentage of each cost associated with the unit prices quoted for consideration.

Request must be submitted in writing with supporting evidence for need of such increase to the Purchasing Manager at least 60 days prior to contract expiration of each year. Respondent must also provide supporting documentation as justification for the request.

Upon receipt of such request, the City of Denton reserves the right to either: accept the escalation as competitive with the general market price at the time, and become effective upon the renewal date of the contract award or reject the increases within 30 calendar days after receipt of a properly submitted request. If a properly submitted increase is rejected, the Contractor may request cancellation of such items from the Contract by giving the City of Denton written notice. Cancellation will not go into effect for 15 calendar days after a determination has been issued. Pre-price increase prices must be honored on orders dated up to the official date of the City of Denton approval and/or cancellation.

The request can be sent by e-mail to: purchasing@cityofdenton.com noting the solicitation number.

The City of Denton reserves the right to accept, reject, or negotiate the proposed price changes.

Contract # 6303

Exhibit C
Standard Purchase Terms and Conditions

These standard Terms and Conditions and the Terms and Conditions, Specifications, Drawings and other requirements included in the City of Denton's contract are applicable to contracts/purchase orders issued by the City of Denton hereinafter referred to as the City or Buyer and the Seller or respondent herein after referred to as Contractor or Supplier. Any deviations must be in writing and signed by a representative of the City's Procurement Department and the Supplier. No Terms and Conditions contained in the seller's proposal response, invoice or statement shall serve to modify the terms set forth herein. If there is a conflict between the provisions on the face of the contract/purchase order these written provisions will take precedence.

The Contractor agrees that the contract shall be governed by the following terms and conditions, unless exceptions are duly noted and fully negotiated. Unless otherwise specified in the contract, Sections 3, 4, 5, 6, 7, 8, 20, 21, and 36 shall apply only to a solicitation to purchase goods, and sections 9, 10, 11, 22 and 32 shall apply only to a solicitation to purchase services to be performed principally at the City's premises or on public rights-of-way.

1. **CONTRACTOR'S OBLIGATIONS.** The Contractor shall fully and timely provide all deliverables described in the Solicitation and in the Contractor's Offer in strict accordance with the terms, covenants, and conditions of the Contract and all applicable Federal, State, and local laws, rules, and regulations.

2. **EFFECTIVE DATE/TERM.** Unless otherwise specified in the Solicitation, this Contract shall be effective as of the date the contract is signed by the City, and shall continue in effect until all obligations are performed in accordance with the Contract.

3. **CONTRACTOR TO PACKAGE DELIVERABLES:** The Contractor will package deliverables in accordance with good commercial practice and shall include a packing list showing the description of each item, the quantity and unit price unless otherwise provided in the Specifications or Supplemental Terms and Conditions, each shipping container shall be clearly and permanently marked as follows: (a) The Contractor's name and address, (b) the City's name, address and purchase order or purchase release number and the price agreement number if applicable, (c) Container number and total number of containers, e.g. box 1 of 4 boxes, and (d) the number of the container bearing the packing list. The Contractor shall bear cost of packaging. Deliverables shall be suitably packed to secure lowest transportation costs and to conform to all the requirements of common carriers and any applicable specification. The City's count or weight shall be final and conclusive on shipments not accompanied by packing lists.

4. **SHIPMENT UNDER RESERVATION PROHIBITED:** The Contractor is not authorized to ship the deliverables under reservation and no tender of a bill of lading will operate as a tender of deliverables.

5. **TITLE & RISK OF LOSS:** Title to and risk of loss of the deliverables shall pass to the City only when the City actually receives and accepts the deliverables.

6. **DELIVERY TERMS AND TRANSPORTATION CHARGES:** Deliverables shall be

shipped F.O.B. point of delivery unless otherwise specified in the Supplemental Terms and Conditions. Unless otherwise stated in the Offer, the Contractor's price shall be deemed to include all delivery and transportation charges. The City shall have the right to designate what method of transportation shall be used to ship the deliverables. The place of delivery shall be that set forth the purchase order.

7. RIGHT OF INSPECTION AND REJECTION: The City expressly reserves all rights under law, including, but not limited to the Uniform Commercial Code, to inspect the deliverables at delivery before accepting them, and to reject defective or non-conforming deliverables. If the City has the right to inspect the Contractor's, or the Contractor's Subcontractor's, facilities, or the deliverables at the Contractor's, or the Contractor's Subcontractor's, premises, the Contractor shall furnish, or cause to be furnished, without additional charge, all reasonable facilities and assistance to the City to facilitate such inspection.

8. NO REPLACEMENT OF DEFECTIVE TENDER: Every tender or delivery of deliverables must fully comply with all provisions of the Contract as to time of delivery, quality, and quantity. Any non-complying tender shall constitute a breach and the Contractor shall not have the right to substitute a conforming tender; provided, where the time for performance has not yet expired, the Contractor may notify the City of the intention to cure and may then make a conforming tender within the time allotted in the contract.

9. PLACE AND CONDITION OF WORK: The City shall provide the Contractor access to the sites where the Contractor is to perform the services as required in order for the Contractor to perform the services in a timely and efficient manner, in accordance with and subject to the applicable security laws, rules, and regulations. The Contractor acknowledges that it has satisfied itself as to the nature of the City's service requirements and specifications, the location and essential characteristics of the work sites, the quality and quantity of materials, equipment, labor and facilities necessary to perform the services, and any other condition or state of fact which could in any way affect performance of the Contractor's obligations under the contract. The Contractor hereby releases and holds the City harmless from and against any liability or claim for damages of any kind or nature if the actual site or service conditions differ from expected conditions.

The contractor shall, at all times, exercise reasonable precautions for the safety of their employees, City Staff, participants and others on or near the City's facilities.

10. WORKFORCE

A. The Contractor shall employ only orderly and competent workers, skilled in the performance of the services which they will perform under the Contract.

B. The Contractor, its employees, subcontractors, and subcontractor's employees may not while engaged in participating or responding to a solicitation or while in the course and scope of delivering goods or services under a City of Denton contract or on the City's property .

i. use or possess a firearm, including a concealed handgun that is licensed under state law, except as required by the terms of the contract; or

ii. use or possess alcoholic or other intoxicating beverages, illegal drugs or controlled substances, nor may such workers be intoxicated, or under the influence of alcohol or drugs, on the job.

C. If the City or the City's representative notifies the Contractor that any worker is incompetent, disorderly or disobedient, has knowingly or repeatedly violated safety regulations, has possessed

any firearms, or has possessed or was under the influence of alcohol or drugs on the job, the Contractor shall immediately remove such worker from Contract services, and may not employ such worker again on Contract services without the City's prior written consent.

Immigration: The Contractor represents and warrants that it shall comply with the requirements of the Immigration Reform and Control Act of 1986 and 1990 regarding employment verification and retention of verification forms for any individuals hired on or after November 6, 1986, who will perform any labor or services under the Contract and the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 ("IIRIRA) enacted on September 30, 1996.

11. COMPLIANCE WITH HEALTH, SAFETY, AND ENVIRONMENTAL REGULATIONS: The Contractor, its Subcontractors, and their respective employees, shall comply fully with all applicable federal, state, and local health, safety, and environmental laws, ordinances, rules and regulations in the performance of the services, including but not limited to those promulgated by the City and by the Occupational Safety and Health Administration (OSHA). In case of conflict, the most stringent safety requirement shall govern. The Contractor shall indemnify and hold the City harmless from and against all claims, demands, suits, actions, judgments, fines, penalties and liability of every kind arising from the breach of the Contractor's obligations under this paragraph.

Environmental Protection: The Respondent shall be in compliance with all applicable standards, orders, or regulations issued pursuant to the mandates of the Clean Air Act (42 U.S.C. §7401 *et seq.*) and the Federal Water Pollution Control Act, as amended, (33 U.S.C. §1251 *et seq.*).

12. INVOICES:

A. The Contractor shall submit separate invoices in duplicate on each purchase order or purchase release after each delivery. If partial shipments or deliveries are authorized by the City, a separate invoice must be sent for each shipment or delivery made.

B. Proper Invoices must include a unique invoice number, the purchase order or delivery order number and the master agreement number if applicable, the Department's Name, and the name of the point of contact for the Department. Invoices shall be itemized and transportation charges, if any, shall be listed separately. A copy of the bill of lading and the freight waybill, when applicable, shall be attached to the invoice. The Contractor's name, remittance address and, if applicable, the tax identification number on the invoice must exactly match the information in the Vendor's registration with the City. Unless otherwise instructed in writing, the City may rely on the remittance address specified on the Contractor's invoice.

C. Invoices for labor shall include a copy of all time-sheets with trade labor rate and deliverables order number clearly identified. Invoices shall also include a tabulation of work-hours at the appropriate rates and grouped by work order number. Time billed for labor shall be limited to hours actually worked at the work site.

D. Unless otherwise expressly authorized in the Contract, the Contractor shall pass through all Subcontract and other authorized expenses at actual cost without markup.

E. Federal excise taxes, State taxes, or City sales taxes must not be included in the invoiced amount.

The City will furnish a tax exemption certificate upon request.

13. PAYMENT:

A. All proper invoices need to be sent to Accounts Payable. Approved invoices will be paid within thirty (30) calendar days of the City's receipt of the deliverables or of the invoice being received

in Accounts Payable, whichever is later.

B. If payment is not timely made, (per paragraph A); interest shall accrue on the unpaid balance at the lesser of the rate specified in Texas Government Code Section 2251.025 or the maximum lawful rate; except, if payment is not timely made for a reason for which the City may withhold payment hereunder, interest shall not accrue until ten (10) calendar days after the grounds for withholding payment have been resolved.

C. If partial shipments or deliveries are authorized by the City, the Contractor will be paid for the partial shipment or delivery, as stated above, provided that the invoice matches the shipment or delivery.

D. The City may withhold or set off the entire payment or part of any payment otherwise due the Contractor to such extent as may be necessary on account of:

- i. delivery of defective or non-conforming deliverables by the Contractor;
- ii. third party claims, which are not covered by the insurance which the Contractor is required to provide, are filed or reasonable evidence indicating probable filing of such claims;
- iii. failure of the Contractor to pay Subcontractors, or for labor, materials or equipment;
- iv. damage to the property of the City or the City's agents, employees or contractors, which is not covered by insurance required to be provided by the Contractor;
- v. reasonable evidence that the Contractor's obligations will not be completed within the time specified in the Contract, and that the unpaid balance would not be adequate to cover actual or damages for the anticipated delay;
- vi. failure of the Contractor to submit proper invoices with purchase order number, with all required attachments and supporting documentation; or
- vii. failure of the Contractor to comply with any material provision of the Contract Documents.

E. Notice is hereby given that any awarded firm who is in arrears to the City of Denton for delinquent taxes, the City may offset indebtedness owed the City through payment withholding.

F. Payment will be made by check unless the parties mutually agree to payment by credit card or electronic transfer of funds. The Contractor agrees that there shall be no additional charges, surcharges, or penalties to the City for payments made by credit card or electronic funds transfer.

G. The awarding or continuation of this contract is dependent upon the availability of funding. The City's payment obligations are payable only and solely from funds Appropriated and available for this contract. The absence of Appropriated or other lawfully available funds shall render the Contract null and void to the extent funds are not Appropriated or available and any deliverables delivered but unpaid shall be returned to the Contractor. The City shall provide the Contractor written notice of the failure of the City to make an adequate Appropriation for any fiscal year to pay the amounts due under the Contract, or the reduction of any Appropriation to an amount insufficient to permit the City to pay its obligations under the Contract. In the event of none or inadequate appropriation of funds, there will be no penalty nor removal fees charged to the City.

14. TRAVEL EXPENSES: All travel, lodging and per diem expenses in connection with the Contract shall be paid by the Contractor, unless otherwise stated in the contract terms. During the term of this contract, the contractor shall bill and the City shall reimburse contractor for all reasonable and approved out of pocket expenses which are incurred in the connection with the performance of duties hereunder. Notwithstanding the foregoing, expenses for the time spent by the contractor in traveling to and from City facilities shall not be reimbursed, unless otherwise negotiated.

15. FINAL PAYMENT AND CLOSE-OUT:

A. If a DBE/MBE/WBE Program Plan is agreed to and the Contractor has identified Subcontractors, the Contractor is required to submit a Contract Close-Out MBE/WBE Compliance Report to the Purchasing Manager no later than the 15th calendar day after completion of all work under the contract. Final payment, retainage, or both may be withheld if the Contractor is not in compliance with the requirements as accepted by the City.

B. The making and acceptance of final payment will constitute:

i. a waiver of all claims by the City against the Contractor, except claims (1) which have been previously asserted in writing and not yet settled, (2) arising from defective work appearing after final inspection, (3) arising from failure of the Contractor to comply with the Contract or the terms of any warranty specified herein, (4) arising from the Contractor's continuing obligations under the Contract, including but not limited to indemnity and warranty obligations, or (5) arising under the City's right to audit; and ii. a waiver of all claims by the Contractor against the City other than those previously asserted in writing and not yet settled.

16. SPECIAL TOOLS & TEST EQUIPMENT: If the price stated on the Offer includes the cost of any special tooling or special test equipment fabricated or required by the Contractor for the purpose of filling this order, such special tooling equipment and any process sheets related thereto shall become the property of the City and shall be identified by the Contractor as such.

17. RIGHT TO AUDIT:

A. The City shall have the right to audit and make copies of the books, records and computations pertaining to the Contract. The Contractor shall retain such books, records, documents and other evidence pertaining to the Contract period and five years thereafter, except if an audit is in progress or audit findings are yet unresolved, in which case records shall be kept until all audit tasks are completed and resolved. These books, records, documents and other evidence shall be available, within ten (10) business days of written request. Further, the Contractor shall also require all Subcontractors, material suppliers, and other payees to retain all books, records, documents and other evidence pertaining to the Contract, and to allow the City similar access to those documents. All books and records will be made available within a 50 mile radius of the City of Denton. The cost of the audit will be borne by the City unless the audit reveals an overpayment of 1% or greater. If an overpayment of 1% or greater occurs, the reasonable cost of the audit, including any travel costs, must be borne by the Contractor which must be payable within five (5) business days of receipt of an invoice.

B. Failure to comply with the provisions of this section shall be a material breach of the Contract and shall constitute, in the City's sole discretion, grounds for termination thereof. Each of the terms "books", "records", "documents" and "other evidence", as used above, shall be construed to include drafts and electronic files, even if such drafts or electronic files are subsequently used to generate or prepare a final printed document.

18. SUBCONTRACTORS:

A. If the Contractor identified Subcontractors in a DBE/MBE/WBE agreed to Plan, the Contractor shall comply with all requirements approved by the City. The Contractor shall not initially employ any Subcontractor except as provided in the Contractor's Plan. The Contractor shall not substitute any Subcontractor identified in the Plan, unless the substitute has been accepted by the City in writing. No acceptance by the City of any Subcontractor shall constitute a waiver of any rights or remedies of the City with respect to defective deliverables provided by a Subcontractor. If a Plan has been approved, the Contractor is additionally required to submit a monthly Subcontract Contract # 6303

Awards and Expenditures Report to the Procurement Manager, no later than the tenth calendar day of each month.

B. Work performed for the Contractor by a Subcontractor shall be pursuant to a written contract between the Contractor and Subcontractor. The terms of the subcontract may not conflict with the terms of the

Contract, and shall contain provisions that:

- i. require that all deliverables to be provided by the Subcontractor be provided in strict accordance with the provisions, specifications and terms of the Contract;
- ii. prohibit the Subcontractor from further subcontracting any portion of the Contract without the prior written consent of the City and the Contractor. The City may require, as a condition to such further subcontracting, that the Subcontractor post a payment bond in form, substance and amount acceptable to the City;
- iii. require Subcontractors to submit all invoices and applications for payments, including any claims for additional payments, damages or otherwise, to the Contractor in sufficient time to enable the Contractor to include same with its invoice or application for payment to the City in accordance with the terms of the Contract;
- iv. require that all Subcontractors obtain and maintain, throughout the term of their contract, insurance in the type and amounts specified for the Contractor, with the City being a named insured as its interest shall appear; and
- v. require that the Subcontractor indemnify and hold the City harmless to the same extent as the Contractor is required to indemnify the City.

C. The Contractor shall be fully responsible to the City for all acts and omissions of the Subcontractors just as the Contractor is responsible for the Contractor's own acts and omissions. Nothing in the Contract shall create for the benefit of any such Subcontractor any contractual relationship between the City and any such Subcontractor, nor shall it create any obligation on the part of the City to pay or to see to the payment of any moneys due any such Subcontractor except as may otherwise be required by law.

D. The Contractor shall pay each Subcontractor its appropriate share of payments made to the Contractor not later than ten (10) calendar days after receipt of payment from the City.

19. WARRANTY-PRICE:

A. The Contractor warrants the prices quoted in the Offer are no higher than the Contractor's current prices on orders by others for like deliverables under similar terms of purchase.

B. The Contractor certifies that the prices in the Offer have been arrived at independently without consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such fees with any other firm or with any competitor.

C. In addition to any other remedy available, the City may deduct from any amounts owed to the Contractor, or otherwise recover, any amounts paid for items in excess of the Contractor's current prices on orders by others for like deliverables under similar terms of purchase.

20. WARRANTY – TITLE: The Contractor warrants that it has good and indefeasible title to all deliverables furnished under the Contract, and that the deliverables are free and clear of all liens, claims, security interests and encumbrances. The Contractor shall indemnify and hold the City harmless from and against all adverse title claims to the deliverables.

21. WARRANTY – DELIVERABLES: The Contractor warrants and represents that all deliverables sold the City under the Contract shall be free from defects in design, workmanship or manufacture, and conform in all material respects to the specifications, drawings, and descriptions in the Solicitation, to any samples furnished by the Contractor, to the terms, covenants and

conditions of the Contract, and to all applicable State, Federal or local laws, rules, and regulations, and industry codes and standards. Unless otherwise stated in the Solicitation, the deliverables shall be new or recycled merchandise, and not used or reconditioned.

A. Recycled deliverables shall be clearly identified as such.

B. The Contractor may not limit, exclude or disclaim the foregoing warranty or any warranty implied by law; and any attempt to do so shall be without force or effect.

C. Unless otherwise specified in the Contract, the warranty period shall be at least one year from the date of acceptance of the deliverables or from the date of acceptance of any replacement deliverables. If during the warranty period, one or more of the above warranties are breached, the Contractor shall promptly upon receipt of demand either repair the non-conforming deliverables, or replace the non-conforming deliverables with fully conforming deliverables, at the City's option and at no additional cost to the City. All costs incidental to such repair or replacement, including but not limited to, any packaging and shipping costs shall be borne exclusively by the Contractor. The City shall endeavor to give the Contractor written notice of the breach of warranty within thirty (30) calendar days of discovery of the breach of warranty, but failure to give timely notice shall not impair the City's rights under this section.

D. If the Contractor is unable or unwilling to repair or replace defective or non-conforming deliverables as required by the City, then in addition to any other available remedy, the City may reduce the quantity of deliverables it may be required to purchase under the Contract from the Contractor, and purchase conforming deliverables from other sources. In such event, the Contractor shall pay to the City upon demand the increased cost, if any, incurred by the City to procure such deliverables from another source.

E. If the Contractor is not the manufacturer, and the deliverables are covered by a separate manufacturer's warranty, the Contractor shall transfer and assign such manufacturer's warranty to the City. If for any reason the manufacturer's warranty cannot be fully transferred to the City, the Contractor shall assist and cooperate with the City to the fullest extent to enforce such manufacturer's warranty for the benefit of the City.

22. WARRANTY – SERVICES: The Contractor warrants and represents that all services to be provided the City under the Contract will be fully and timely performed in a good and workmanlike manner in accordance with generally accepted industry standards and practices, the terms, conditions, and covenants of the Contract, and all applicable Federal, State and local laws, rules or regulations.

A. The Contractor may not limit, exclude or disclaim the foregoing warranty or any warranty implied by law, and any attempt to do so shall be without force or effect.

B. Unless otherwise specified in the Contract, the warranty period shall be at least one year from the Acceptance Date. If during the warranty period, one or more of the above warranties are breached, the Contractor shall promptly upon receipt of demand perform the services again in accordance with above standard at no additional cost to the City. All costs incidental to such additional performance shall be borne by the Contractor. The City shall endeavor to give the Contractor written notice of the breach of warranty within thirty (30) calendar days of discovery of the breach warranty, but failure to give timely notice shall not impair the City's rights under this section.

C. If the Contractor is unable or unwilling to perform its services in accordance with the above standard as required by the City, then in addition to any other available remedy, the City may reduce the amount of services it may be required to purchase under the Contract from the Contractor, and purchase conforming services from other sources. In such event, the Contractor

shall pay to the City upon demand the increased cost, if any, incurred by the City to procure such services from another source.

23. ACCEPTANCE OF INCOMPLETE OR NON-CONFORMING DELIVERABLES: If, instead of requiring immediate correction or removal and replacement of defective or non-conforming deliverables, the City prefers to accept it, the City may do so. The Contractor shall pay all claims, costs, losses and damages attributable to the City's evaluation of and determination to accept such defective or non-conforming deliverables. If any such acceptance occurs prior to final payment, the City may deduct such amounts as are necessary to compensate the City for the diminished value of the defective or non-conforming deliverables. If the acceptance occurs after final payment, such amount will be refunded to the City by the Contractor.

24. RIGHT TO ASSURANCE: Whenever one party to the Contract in good faith has reason to question the other party's intent to perform, demand may be made to the other party for written assurance of the intent to perform. In the event that no assurance is given within the time specified after demand is made, the demanding party may treat this failure as an anticipatory repudiation of the Contract.

25. STOP WORK NOTICE: The City may issue an immediate Stop Work Notice in the event the Contractor is observed performing in a manner that is in violation of Federal, State, or local guidelines, or in a manner that is determined by the City to be unsafe to either life or property. Upon notification, the Contractor will cease all work until notified by the City that the violation or unsafe condition has been corrected. The Contractor shall be liable for all costs incurred by the City as a result of the issuance of such Stop Work Notice.

26. DEFAULT: The Contractor shall be in default under the Contract if the Contractor (a) fails to fully, timely and faithfully perform any of its material obligations under the Contract, (b) fails to provide adequate assurance of performance under Paragraph 24, (c) becomes insolvent or seeks relief under the bankruptcy laws of the United States or (d) makes a material misrepresentation in Contractor's Offer, or in any report or deliverable required to be submitted by the Contractor to the City.

27. TERMINATION FOR CAUSE: In the event of a default by the Contractor, the City shall have the right to terminate the Contract for cause, by written notice effective ten (10) calendar days, unless otherwise specified, after the date of such notice, unless the Contractor, within such ten (10) day period, cures such default, or provides evidence sufficient to prove to the City's reasonable satisfaction that such default does not, in fact, exist. In addition to any other remedy available under law or in equity, the City shall be entitled to recover all actual damages, costs, losses and expenses, incurred by the City as a result of the Contractor's default, including, without limitation, cost of cover, reasonable attorneys' fees, court costs, and prejudgment and post-judgment interest at the maximum lawful rate. Additionally, in the event of a default by the Contractor, the City may remove the Contractor from the City's vendor list for three (3) years and any Offer submitted by the Contractor may be disqualified for up to three (3) years. All rights and remedies under the Contract are cumulative and are not exclusive of any other right or remedy provided by law.

28. TERMINATION WITHOUT CAUSE: The City shall have the right to terminate the Contract, in whole or in part, without cause any time upon thirty (30) calendar days' prior written notice. Upon receipt of a notice of termination, the Contractor shall promptly cease all further work pursuant to the Contract, with such exceptions, if any, specified in the notice of termination. The City shall pay the Contractor, to the extent of funds Appropriated or otherwise legally available
Contract # 6303

for such purposes, for all goods delivered and services performed and obligations incurred prior to the date of termination in accordance with the terms hereof.

29. **FRAUD:** Fraudulent statements by the Contractor on any Offer or in any report or deliverable required to be submitted by the Contractor to the City shall be grounds for the termination of the Contract for cause by the City and may result in legal action.

30. **DELAYS:**

A. The City may delay scheduled delivery or other due dates by written notice to the Contractor if the City deems it is in its best interest. If such delay causes an increase in the cost of the work under the Contract, the City and the Contractor shall negotiate an equitable adjustment for costs incurred by the Contractor in the Contract price and execute an amendment to the Contract. The Contractor must assert its right to an adjustment within thirty (30) calendar days from the date of receipt of the notice of delay. Failure to agree on any adjusted price shall be handled under the Dispute Resolution process specified in paragraph 49. However, nothing in this provision shall excuse the Contractor from delaying the delivery as notified.

B. Neither party shall be liable for any default or delay in the performance of its obligations under this Contract if, while and to the extent such default or delay is caused by acts of God, fire, riots, civil commotion, labor disruptions, sabotage, sovereign conduct, or any other cause beyond the reasonable control of such Party. In the event of default or delay in contract performance due to any of the foregoing causes, then the time for completion of the services will be extended; provided, however, in such an event, a conference will be held within three (3) business days to establish a mutually agreeable period of time reasonably necessary to overcome the effect of such failure to perform.

31. **INDEMNITY:**

A. Definitions:

- i. "Indemnified Claims" shall include any and all claims, demands, suits, causes of action, judgments and liability of every character, type or description, including all reasonable costs and expenses of litigation, mediation or other alternate dispute resolution mechanism, including attorney and other professional fees for: (1) damage to or loss of the property of any person (including, but not limited to the City, the Contractor, their respective agents, officers, employees and subcontractors; the officers, agents, and employees of such subcontractors; and third parties); and/or (2) death, bodily injury, illness, disease, worker's compensation, loss of services, or loss of income or wages to any person (including but not limited to the agents, officers and employees of the City, the Contractor, the Contractor's subcontractors, and third parties), ii. "Fault" shall include the sale of defective or non-conforming deliverables, negligence, willful misconduct or a breach of any legally imposed strict liability standard.

B. THE CONTRACTOR SHALL DEFEND (AT THE OPTION OF THE CITY), INDEMNIFY, AND HOLD THE CITY, ITS SUCCESSORS, ASSIGNS, OFFICERS, EMPLOYEES AND ELECTED OFFICIALS HARMLESS FROM AND AGAINST ALL INDEMNIFIED CLAIMS DIRECTLY ARISING OUT OF, INCIDENT TO, CONCERNING OR RESULTING FROM THE FAULT OF THE CONTRACTOR, OR

THE CONTRACTOR'S AGENTS, EMPLOYEES OR SUBCONTRACTORS, IN THE PERFORMANCE OF THE CONTRACTOR'S OBLIGATIONS UNDER THE CONTRACT. NOTHING HEREIN SHALL BE DEEMED TO LIMIT THE RIGHTS OF THE CITY OR THE CONTRACTOR (INCLUDING, BUT NOT LIMITED TO, THE RIGHT TO SEEK CONTRIBUTION) AGAINST ANY THIRD PARTY WHO MAY BE LIABLE FOR AN INDEMNIFIED CLAIM.

32. INSURANCE: The following insurance requirements are applicable, in addition to the specific insurance requirements detailed in **Appendix A** for services only. The successful firm shall procure and maintain insurance of the types and in the minimum amounts acceptable to the City of Denton. The insurance shall be written by a company licensed to do business in the State of Texas and satisfactory to the City of Denton.

A. General Requirements:

- i. The Contractor shall at a minimum carry insurance in the types and amounts indicated and agreed to, as submitted to the City and approved by the City within the procurement process, for the duration of the Contract, including extension options and hold over periods, and during any warranty period.
- ii. The Contractor shall provide Certificates of Insurance with the coverage's and endorsements required to the City as verification of coverage prior to contract execution and within fourteen (14) calendar days after written request from the City. Failure to provide the required Certificate of Insurance may subject the Offer to disqualification from consideration for award. The Contractor must also forward a Certificate of Insurance to the City whenever a previously identified policy period has expired, or an extension option or hold over period is exercised, as verification of continuing coverage.
- iii. The Contractor shall not commence work until the required insurance is obtained and until such insurance has been reviewed by the City. Approval of insurance by the City shall not relieve or decrease the liability of the Contractor hereunder and shall not be construed to be a limitation of liability on the part of the Contractor.
- iv. The Contractor must submit certificates of insurance to the City for all subcontractors prior to the subcontractors commencing work on the project.
- v. The Contractor's and all subcontractors' insurance coverage shall be written by companies licensed to do business in the State of Texas at the time the policies are issued and shall be written by companies with A.M. Best ratings of **A- VII or better**. The City will accept workers' compensation coverage written by the Texas Workers' Compensation Insurance Fund.
- vi. All endorsements naming the City as additional insured, waivers, and notices of cancellation endorsements as well as the Certificate of Insurance shall contain the solicitation number and the following information:

City of Denton
Materials Management Department
901B Texas Street
Denton, Texas 76209

- vii. The "other" insurance clause shall not apply to the City where the City is an additional insured shown on any policy. It is intended that policies required in the Contract, covering both the City and the Contractor, shall be considered primary coverage as applicable.
- viii. If insurance policies are not written for amounts agreed to with the City, the Contractor shall carry Umbrella or Excess Liability Insurance for any differences in amounts specified.

If Excess Liability Insurance is provided, it shall follow the form of the primary coverage.
ix. The City shall be entitled, upon request, at an agreed upon location, and without expense, to review certified copies of policies and endorsements thereto and may make any reasonable requests for deletion or revision or modification of particular policy terms, conditions, limitations, or exclusions except where policy provisions are established by law or regulations binding upon either of the parties hereto or the underwriter on any such policies.

x. The City reserves the right to review the insurance requirements set forth during the effective period of the Contract and to make reasonable adjustments to insurance coverage, limits, and exclusions when deemed necessary and prudent by the City based upon changes in statutory law, court decisions, the claims history of the industry or financial condition of the insurance company as well as the Contractor.

xi. The Contractor shall not cause any insurance to be canceled nor permit any insurance to lapse during the term of the Contract or as required in the Contract.

xii. The Contractor shall be responsible for premiums, deductibles and self-insured retentions, if any, stated in policies. All deductibles or self-insured retentions shall be disclosed on the Certificate of Insurance.

xiii. The Contractor shall endeavor to provide the City thirty (30) calendar days' written notice of erosion of the aggregate limits below occurrence limits for all applicable coverage's indicated within the Contract.

xiv. The insurance coverage's specified in within the solicitation and requirements are required minimums and are not intended to limit the responsibility or liability of the Contractor.

B. Specific Coverage Requirements: Specific insurance requirements are contained in the solicitation instrument.

33. **CLAIMS:** If any claim, demand, suit, or other action is asserted against the Contractor which arises under or concerns the Contract, or which could have a material adverse affect on the Contractor's ability to perform thereunder, the Contractor shall give written notice thereof to the City within ten (10) calendar days after receipt of notice by the Contractor. Such notice to the City shall state the date of notification of any such claim, demand, suit, or other action; the names and addresses of the claimant(s); the basis thereof; and the name of each person against whom such claim is being asserted. Such notice shall be delivered personally or by mail and shall be sent to the City and to the Denton City Attorney. Personal delivery to the City Attorney shall be to City Hall, 215 East McKinney Street, Denton, Texas 76201.

34. **NOTICES:** Unless otherwise specified, all notices, requests, or other communications required or appropriate to be given under the Contract shall be in writing and shall be deemed delivered three (3) business days after postmarked if sent by U.S. Postal Service Certified or Registered Mail, Return Receipt Requested. Notices delivered by other means shall be deemed delivered upon receipt by the addressee. Routine communications may be made by first class mail, telefax, or other commercially accepted means. Notices to the Contractor shall be sent to the address specified in the Contractor's Offer, or at such other address as a party may notify the other in writing. Notices to the City shall be addressed to the City at 901B Texas Street, Denton, Texas 76209 and marked to the attention of the Purchasing Manager.

35. **RIGHTS TO BID, PROPOSAL AND CONTRACTUAL MATERIAL:** All material submitted by the Contractor to the City shall become property of the City upon receipt. Any

portions of such material claimed by the Contractor to be proprietary must be clearly marked as such. Determination of the public nature of the material is subject to the Texas Public Information Act, Chapter 552, and Texas Government Code.

36. NO WARRANTY BY CITY AGAINST INFRINGEMENTS: The Contractor represents and warrants to the City that: (i) the Contractor shall provide the City good and indefeasible title to the deliverables and (ii) the deliverables supplied by the Contractor in accordance with the specifications in the Contract will not infringe, directly or contributorily, any patent, trademark, copyright, trade secret, or any other intellectual property right of any kind of any third party; that no claims have been made by any person or entity with respect to the ownership or operation of the deliverables and the Contractor does not know of any valid basis for any such claims. The Contractor shall, at its sole expense, defend, indemnify, and hold the City harmless from and against all liability, damages, and costs (including court costs and reasonable fees of attorneys and other professionals) arising out of or resulting from: (i) any claim that the City's exercise anywhere in the world of the rights associated with the City's ownership, and if applicable, license rights, and its use of the deliverables infringes the intellectual property rights of any third party; or (ii) the Contractor's breach of any of Contractor's representations or warranties stated in this Contract. In the event of any such claim, the City shall have the right to monitor such claim or at its option engage its own separate counsel to act as co-counsel on the City's behalf. Further, Contractor agrees that the City's specifications regarding the deliverables shall in no way diminish Contractor's warranties or obligations under this paragraph and the City makes no warranty that the production, development, or delivery of such deliverables will not impact such warranties of Contractor.

37. CONFIDENTIALITY: In order to provide the deliverables to the City, Contractor may require access to certain of the City's and/or its licensors' confidential information (including inventions, employee information, trade secrets, confidential know-how, confidential business information, and other information which the City or its licensors consider confidential) (collectively, "Confidential Information"). Contractor acknowledges and agrees that the Confidential Information is the valuable property of the City and/or its licensors and any unauthorized use, disclosure, dissemination, or other release of the Confidential Information will substantially injure the City and/or its licensors. The Contractor (including its employees, subcontractors, agents, or representatives) agrees that it will maintain the Confidential Information in strict confidence and shall not disclose, disseminate, copy, divulge, recreate, or otherwise use the Confidential Information without the prior written consent of the City or in a manner not expressly permitted under this Agreement, unless the Confidential Information is required to be disclosed by law or an order of any court or other governmental authority with proper jurisdiction, provided the Contractor promptly notifies the City before disclosing such information so as to permit the City reasonable time to seek an appropriate protective order. The Contractor agrees to use protective measures no less stringent than the Contractor uses within its own business to protect its own most valuable information, which protective measures shall under all circumstances be at least reasonable measures to ensure the continued confidentiality of the Confidential Information.

38. OWNERSHIP AND USE OF DELIVERABLES: The City shall own all rights, titles, and interests throughout the world in and to the deliverables.

A. Patents. As to any patentable subject matter contained in the deliverables, the Contractor agrees to disclose such patentable subject matter to the City. Further, if requested by the City, the Contractor agrees to assign and, if necessary, cause each of its employees to assign the entire right,

title, and interest to specific inventions under such patentable subject matter to the City and to execute, acknowledge, and deliver and, if necessary, cause each of its employees to execute, acknowledge, and deliver an assignment of letters patent, in a form to be reasonably approved by the City, to the City upon request by the City.

B. Copyrights. As to any deliverables containing copyrightable subject matter, the Contractor agrees that upon their creation, such deliverables shall be considered as work made-for-hire by the Contractor for the City and the City shall own all copyrights in and to such deliverables, provided however, that nothing in this Paragraph 38 shall negate the City's sole or joint ownership of any such deliverables arising by virtue of the City's sole or joint authorship of such deliverables. Should by operation of law, such deliverables not be considered works made-for-hire, the Contractor hereby assigns to the City (and agrees to cause each of its employees providing services to the City hereunder to execute, acknowledge, and deliver an assignment to the City of) all worldwide right, title, and interest in and to such deliverables. With respect to such work made-for-hire, the Contractor agrees to execute, acknowledge, and deliver and cause each of its employees providing services to the City hereunder to execute, acknowledge, and deliver a work-made-for-hire agreement, in a form to be reasonably approved by the City, to the City upon delivery of such deliverables to the City or at such other time as the City may request.

C. Additional Assignments. The Contractor further agrees to, and if applicable, cause each of its employees to, execute, acknowledge, and deliver all applications, specifications, oaths, assignments, and all other instruments which the City might reasonably deem necessary in order to apply for and obtain copyright protection, mask work registration, trademark registration and/or protection, letters patent, or any similar rights in any and all countries and in order to assign and convey to the City, its successors, assigns and nominees, the sole and exclusive right, title, and interest in and to the deliverables. The Contractor's obligations to execute, acknowledge, and deliver (or cause to be executed, acknowledged, and delivered) instruments or papers such as those described in this Paragraph 38 a., b., and c. shall continue after the termination of this Contract with respect to such deliverables. In the event the City should not seek to obtain copyright protection, mask work registration or patent protection for any of the deliverables, but should desire to keep the same secret, the Contractor agrees to treat the same as Confidential Information under the terms of Paragraph 37 above.

39. **PUBLICATIONS:** All published material and written reports submitted under the Contract must be originally developed material unless otherwise specifically provided in the Contract. When material not originally developed is included in a report in any form, the source shall be identified.

40. **ADVERTISING:** The Contractor shall not advertise or publish, without the City's prior consent, the fact that the City has entered into the Contract, except to the extent required by law.

41. **NO CONTINGENT FEES:** The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure the Contract upon any agreement or understanding for commission, percentage, brokerage, or contingent fee, excepting bona fide employees of bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the City shall have the right, in addition to any other remedy available, to cancel the Contract without liability and to deduct from any amounts owed to the Contractor, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.

42. **GRATUITIES:** The City may, by written notice to the Contractor, cancel the Contract without liability if it is determined by the City that gratuities were offered or given by the Contractor or any agent or representative of the Contractor to any officer or employee of the City of Denton with a view toward securing the Contract or securing favorable treatment with respect to the awarding or amending or the making of any determinations with respect to the performing of such contract. In the event the Contract is canceled by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by the Contractor in providing such gratuities.

43. **PROHIBITION AGAINST PERSONAL INTEREST IN CONTRACTS:** No officer, employee, independent consultant, or elected official of the City who is involved in the development, evaluation, or decision-making process of the performance of any solicitation shall have a financial interest, direct or indirect, in the Contract resulting from that solicitation. Any willful violation of this section shall constitute impropriety in office, and any officer or employee guilty thereof shall be subject to disciplinary action up to and including dismissal. Any violation of this provision, with the knowledge, expressed or implied, of the Contractor shall render the Contract voidable by the City. The Contractor shall complete and submit the City's Conflict of Interest Questionnaire.

44. **INDEPENDENT CONTRACTOR:** The Contract shall not be construed as creating an employer/employee relationship, a partnership, or a joint venture. The Contractor's services shall be those of an independent contractor. The Contractor agrees and understands that the Contract does not grant any rights or privileges established for employees of the City of Denton, Texas for the purposes of income tax, withholding, social security taxes, vacation or sick leave benefits, worker's compensation, or any other City employee benefit. The City shall not have supervision and control of the Contractor or any employee of the Contractor, and it is expressly understood that Contractor shall perform the services hereunder according to the attached specifications at the general direction of the City Manager of the City of Denton, Texas, or his designee under this agreement. The contractor is expressly free to advertise and perform services for other parties while performing services for the City.

45. **ASSIGNMENT-DELEGATION:** The Contract shall be binding upon and ensure to the benefit of the City and the Contractor and their respective successors and assigns, provided however, that no right or interest in the Contract shall be assigned and no obligation shall be delegated by the Contractor without the prior written consent of the City. Any attempted assignment or delegation by the Contractor shall be void unless made in conformity with this paragraph. The Contract is not intended to confer rights or benefits on any person, firm or entity not a party hereto; it being the intention of the parties that there are no third party beneficiaries to the Contract.

46. **WAIVER:** No claim or right arising out of a breach of the Contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party. No waiver by either the Contractor or the City of any one or more events of default by the other party shall operate as, or be construed to be, a permanent waiver of any rights or obligations under the Contract, or an express or implied acceptance of any other existing or future default or defaults, whether of a similar or different character.

47. **MODIFICATIONS:** The Contract can be modified or amended only by a writing signed by both parties. No pre-printed or similar terms on any the Contractor invoice, order or other document shall have any force or effect to change the terms, covenants, and conditions of the Contract.

48. **INTERPRETATION:** The Contract is intended by the parties as a final, complete and exclusive statement of the terms of their agreement. No course of prior dealing between the parties or course of performance or usage of the trade shall be relevant to supplement or explain any term used in the Contract. Although the Contract may have been substantially drafted by one party, it is the intent of the parties that all provisions be construed in a manner to be fair to both parties, reading no provisions more strictly against one party or the other. Whenever a term defined by the Uniform Commercial Code, as enacted by the State of Texas, is used in the Contract, the UCC definition shall control, unless otherwise defined in the Contract.

49. **DISPUTE RESOLUTION:**

A. If a dispute arises out of or relates to the Contract, or the breach thereof, the parties agree to negotiate prior to prosecuting a suit for damages. However, this section does not prohibit the filing of a lawsuit to toll the running of a statute of limitations or to seek injunctive relief. Either party may make a written request for a meeting between representatives of each party within fourteen (14) calendar days after receipt of the request or such later period as agreed by the parties. Each party shall include, at a minimum, one (1) senior level individual with decision-making authority regarding the dispute. The purpose of this and any subsequent meeting is to attempt in good faith to negotiate a resolution of the dispute. If, within thirty (30) calendar days after such meeting, the parties have not succeeded in negotiating a resolution of the dispute, they will proceed directly to mediation as described below. Negotiation may be waived by a written agreement signed by both parties, in which event the parties may proceed directly to mediation as described below.

B. If the efforts to resolve the dispute through negotiation fail, or the parties waive the negotiation process, the parties may select, within thirty (30) calendar days, a mediator trained in mediation skills to assist with resolution of the dispute. Should they choose this option; the City and the Contractor agree to act in good faith in the selection of the mediator and to give consideration to qualified individuals nominated to act as mediator. Nothing in the Contract prevents the parties from relying on the skills of a person who is trained in the subject matter of the dispute or a contract interpretation expert. If the parties fail to agree on a mediator within thirty (30) calendar days of initiation of the mediation process, the mediator shall be selected by the Denton County Alternative Dispute Resolution Program (DCAP). The parties agree to participate in mediation in good faith for up to thirty (30) calendar days from the date of the first mediation session. The City and the Contractor will share the mediator's fees equally and the parties will bear their own costs of participation such as fees for any consultants or attorneys they may utilize to represent them or otherwise assist them in the mediation.

50. **JURISDICTION AND VENUE:** The Contract is made under and shall be governed by the laws of the State of Texas, including, when applicable, the Uniform Commercial Code as adopted in Texas, V.T.C.A., Bus. & Comm. Code, Chapter 1, excluding any rule or principle that would refer to and apply the substantive law of another state or jurisdiction. All issues arising from this Contract shall be resolved in the courts of Denton County, Texas and the parties agree to submit to the exclusive personal jurisdiction of such courts. The foregoing, however, shall not be construed or interpreted to limit or restrict the right or ability of the City to seek and secure injunctive relief from any competent authority as contemplated herein.

51. **INVALIDITY:** The invalidity, illegality, or unenforceability of any provision of the Contract shall in no way affect the validity or enforceability of any other portion or provision of the Contract. Any void provision shall be deemed severed from the Contract and the balance of the Contract shall be construed and enforced as if the Contract did not contain the particular portion or provision held to be void. The parties further agree to reform the Contract to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this section shall not prevent this entire Contract from being void should a provision which is the essence of the Contract be determined to be void.

52. **HOLIDAYS:** The following holidays are observed by the City:

- | |
|---------------------------|
| New Year's Day (observed) |
| MLK Day |
| Memorial Day |
| 4th of July |
| Labor Day |
| Thanksgiving Day |
| Day After Thanksgiving |
| Christmas Eve (observed) |
| Christmas Day (observed) |
| New Year's Day (observed) |

If a Legal Holiday falls on Saturday, it will be observed on the preceding Friday. If a Legal Holiday falls on Sunday, it will be observed on the following Monday. Normal hours of operation shall be between 8:00 am and 4:00 pm, Monday through Friday, excluding City of Denton Holidays. Any scheduled deliveries or work performance not within the normal hours of operation **must be approved** by the City Manager of Denton, Texas or his authorized designee.

53. **SURVIVABILITY OF OBLIGATIONS:** All provisions of the Contract that impose continuing obligations on the parties, including but not limited to the warranty, indemnity, and confidentiality obligations of the parties, shall survive the expiration or termination of the Contract.

54. **NON-SUSPENSION OR DEBARMENT CERTIFICATION:**

The City of Denton is prohibited from contracting with or making prime or sub-awards to parties that are suspended or debarred or whose principals are suspended or debarred from Federal, State, or City of Denton Contracts. By accepting a Contract with the City, the Vendor certifies that its firm and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Denton.

55. **EQUAL OPPORTUNITY**

A. **Equal Employment Opportunity:** No Offeror, or Offeror's agent, shall engage in any discriminatory employment practice. No person shall, on the grounds of race, sex, age, disability, creed, color, genetic testing, or national origin, be refused the benefits of, or be otherwise subjected to discrimination under any activities resulting from this RFQ.

B. **Americans with Disabilities Act (ADA) Compliance:** No Offeror, or Offeror's agent, shall engage in any discriminatory employment practice against individuals with disabilities as defined in the ADA.

56. **BUY AMERICAN ACT-SUPPLIES (Applicable to certain federally funded Contract # 6303**

requirements)

The following federally funded requirements are applicable. A. Definitions. As used in this paragraph –

i. "Component" means an article, material, or supply incorporated directly into an end product.

ii. "Cost of components" means -

(1) For components purchased by the Contractor, the acquisition cost, including transportation costs to the place of incorporation into the end product (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or

(2) For components manufactured by the Contractor, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (1) of this definition, plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the end product.

iii. "Domestic end product" means-

(1) An unmanufactured end product mined or produced in the United States; or

(2) An end product manufactured in the United States, if the cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind as those that the agency determines are not mined, produced, or manufactured in sufficient and reasonably available commercial quantities of a satisfactory quality are treated as domestic. Scrap generated, collected, and prepared for processing in the United States is considered domestic.

iv. "End product" means those articles, materials, and supplies to be acquired under the contract for public use.

v. "Foreign end product" means an end product other than a domestic end product.

vi. "United States" means the 50 States, the District of Columbia, and outlying areas.

B. The Buy American Act (41 U.S.C. 10a - 10d) provides a preference for domestic end products for supplies acquired for use in the United States.

C. The City does not maintain a list of foreign articles that will be treated as domestic for this Contract; but will consider for approval foreign articles as domestic for this product if the articles are on a list approved by another Governmental Agency. The Offeror shall submit documentation with their Offer demonstrating that the article is on an approved Governmental list.

D. The Contractor shall deliver only domestic end products except to the extent that it specified delivery of foreign end products in the provision of the Solicitation entitled "Buy American Act Certificate".

57. RIGHT TO INFORMATION: The City of Denton reserves the right to use any and all information presented in any response to this contract, whether amended or not, except as prohibited by law. Selection or rejection of the submittal does not affect this right.

58. LICENSE FEES OR TAXES: Provided the solicitation requires an awarded contractor or supplier to be licensed by the State of Texas, any and all fees and taxes are the responsibility of the respondent.

59. PREVAILING WAGE RATES: The contractor shall comply with prevailing wage rates as defined by the United States Department of Labor Davis-Bacon Wage Determination at <http://www.dol.gov/whd/contracts/dbra.htm> and at the Wage Determinations website www.wdol.gov for Denton County, Texas (WD-2509).

60. COMPLIANCE WITH ALL STATE, FEDERAL, AND LOCAL LAWS: The contractor or supplier shall comply with all State, Federal, and Local laws and requirements. The Respondent

must comply with all applicable laws at all times, including, without limitation, the following: (i) §36.02 of the Texas Penal Code, which prohibits bribery; (ii) §36.09 of the Texas Penal Code, which prohibits the offering or conferring of benefits to public servants. The Respondent shall give all notices and comply with all laws and regulations applicable to furnishing and performance of the Contract.

61. FEDERAL, STATE, AND LOCAL REQUIREMENTS: Respondent shall demonstrate on-site compliance with the Federal Tax Reform Act of 1986, Section 1706, amending Section 530 of the Revenue Act of 1978, dealing with issuance of Form W-2's to common law employees. Respondent is responsible for both federal and State unemployment insurance coverage and standard Workers' Compensation insurance coverage. Respondent shall ensure compliance with all federal and State tax laws and withholding requirements. The City of Denton shall not be liable to Respondent or its employees for any Unemployment or Workers' Compensation coverage, or federal or State withholding requirements. Contractor shall indemnify the City of Denton and shall pay all costs, penalties, or losses resulting from Respondent's omission or breach of this Section.

62. DRUG FREE WORKPLACE: The contractor shall comply with the applicable provisions of the Drug-Free Work Place Act of 1988 (Public Law 100-690, Title V, Subtitle D; 41 U.S.C. 701 ET SEQ.) and maintain a drug-free work environment; and the final rule, government-wide requirements for drug-free work place (grants), issued by the Office of Management and Budget and the Department of Defense (32 CFR Part 280, Subpart F) to implement the provisions of the Drug-Free Work Place Act of 1988 is incorporated by reference and the contractor shall comply with the relevant provisions thereof, including any amendments to the final rule that may hereafter be issued.

63. RESPONDENT LIABILITY FOR DAMAGE TO GOVERNMENT PROPERTY: The Respondent shall be liable for all damages to government-owned, leased, or occupied property and equipment caused by the Respondent and its employees, agents, subcontractors, and suppliers, including any delivery or cartage company, in connection with any performance pursuant to the Contract. The Respondent shall notify the City of Denton Procurement Manager in writing of any such damage within one (1) calendar day.

64. FORCE MAJEURE: The City of Denton, any Customer, and the Respondent shall not be responsible for performance under the Contract should it be prevented from performance by an act of war, order of legal authority, act of God, or other unavoidable cause not attributable to the fault or negligence of the City of Denton. In the event of an occurrence under this Section, the Respondent will be excused from any further performance or observance of the requirements so affected for as long as such circumstances prevail and the Respondent continues to use commercially reasonable efforts to recommence performance or observance whenever and to whatever extent possible without delay. The Respondent shall immediately notify the City of Denton Procurement Manager by telephone (to be confirmed in writing within five (5) calendar days of the inception of such occurrence) and describe at a reasonable level of detail the circumstances causing the non-performance or delay in performance.

65. NON-WAIVER OF RIGHTS: Failure of a Party to require performance by another Party under the Contract will not affect the right of such Party to require performance in the future. No delay, failure, or waiver of either Party's exercise or partial exercise of any right or remedy under the Contract shall operate to limit, impair, preclude, cancel, waive or otherwise affect such right

Contract # 6303

or remedy. A waiver by a Party of any breach of any term of the Contract will not be construed as a waiver of any continuing or succeeding breach.

66. NO WAIVER OF SOVEREIGN IMMUNITY: The Parties expressly agree that no provision of the Contract is in any way intended to constitute a waiver by the City of Denton of any immunities from suit or from liability that the City of Denton may have by operation of law.

67. RECORDS RETENTION: The Respondent shall retain all financial records, supporting documents, statistical records, and any other records or books relating to the performances called for in the Contract. The Respondent shall retain all such records for a period of four (4) years after the expiration of the Contract, or until the CPA or State Auditor's Office is satisfied that all audit and litigation matters are resolved, whichever period is longer. The Respondent shall grant access to all books, records and documents pertinent to the Contract to the CPA, the State Auditor of Texas, and any federal governmental entity that has authority to review records due to federal funds being spent under the Contract.

Should a conflict arise between any of the contract documents, it shall be resolved with the following order of precedence (if applicable). In any event, the final negotiated contract shall take precedence over any and all contract documents to the extent of such conflict.

- 1. Final negotiated contract**
- 2. RFP/Bid documents**
- 3. City's standard terms and conditions**
- 4. Purchase order**
- 5. Supplier terms and conditions**

Exhibit D
INSURANCE REQUIREMENTS AND
WORKERS' COMPENSATION REQUIREMENTS

Upon contract execution, all insurance requirements shall become contractual obligations, which the successful contractor shall have a duty to maintain throughout the course of this contract.

STANDARD PROVISIONS:

Without limiting any of the other obligations or liabilities of the Contractor, the Contractor shall provide and maintain until the contracted work has been completed and accepted by the City of Denton, Owner, the minimum insurance coverage as indicated hereinafter.

Contractor shall file with the Purchasing Department satisfactory certificates of insurance including any applicable addendum or endorsements, containing the contract number and title of the project. Contractor may, upon written request to the Purchasing Department, ask for clarification of any insurance requirements at any time; however, Contractor shall not commence any work or deliver any material until he or she receives notification that the contract has been accepted, approved, and signed by the City of Denton.

All insurance policies proposed or obtained in satisfaction of these requirements shall comply with the following general specifications, and shall be maintained in compliance with these general specifications throughout the duration of the Contract, or longer, if so noted:

- Each policy shall be issued by a company authorized to do business in the State of Texas with an A.M. Best Company rating of at least **A or better**.
- Any deductibles or self-insured retentions shall be declared in the proposal. If requested by the City, the insurer shall reduce or eliminate such deductibles or self-insured retentions with respect to the City, its officials, agents, employees and volunteers; or, the contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.
- Liability policies shall be endorsed to provide the following:
 - Name as Additional Insured the City of Denton, its Officials, Agents, Employees and volunteers.
 - That such insurance is primary to any other insurance available to the Additional Insured with respect to claims covered under the policy and that this insurance applies separately to each insured against whom claim is made or suit is brought. The inclusion of more than one insured shall not operate to increase the insurer's limit of liability.
 - Provide a Waiver of Subrogation in favor of the City of Denton, its officials, agents, employees, and volunteers.
- ***Cancellation: City requires 30 day written notice should any of the policies described on the certificate be cancelled or materially changed before the expiration date.***

- Should any of the required insurance be provided under a claims made form, Contractor shall maintain such coverage continuously throughout the term of this contract and, without lapse, for a period of three years beyond the contract expiration, such that occurrences arising during the contract term which give rise to claims made after expiration of the contract shall be covered.
- Should any of the required insurance be provided under a form of coverage that includes a general annual aggregate limit providing for claims investigation or legal defense costs to be included in the general annual aggregate limit, the Contractor shall either double the occurrence limits or obtain Owners and Contractors Protective Liability Insurance.
- Should any required insurance lapse during the contract term, requests for payments originating after such lapse shall not be processed until the City receives satisfactory evidence of reinstated coverage as required by this contract, effective as of the lapse date. If insurance is not reinstated, City may, at its sole option, terminate this agreement effective on the date of the lapse.

SPECIFIC ADDITIONAL INSURANCE REQUIREMENTS:

All insurance policies proposed or obtained in satisfaction of this Contract shall additionally comply with the following marked specifications, and shall be maintained in compliance with these additional specifications throughout the duration of the Contract, or longer, if so noted:

A. **General Liability Insurance:**

General Liability insurance with combined single limits of not less than **\$1,000,000.00** shall be provided and maintained by the Contractor. The policy shall be written on an occurrence basis either in a single policy or in a combination of underlying and umbrella or excess policies.

If the Commercial General Liability form (ISO Form CG 0001 current edition) is used:

- Coverage A shall include premises, operations, products, and completed operations, independent contractors, contractual liability covering this contract and broad form property damage coverage.
- Coverage B shall include personal injury.
- Coverage C, medical payments, is not required.

If the Comprehensive General Liability form (ISO Form GL 0002 Current Edition and ISO Form GL 0404) is used, it shall include at least:

- Bodily injury and Property Damage Liability for premises, operations, products and completed operations, independent contractors and property damage resulting from explosion, collapse or underground (XCU) exposures.
- Broad form contractual liability (preferably by endorsement) covering this contract, personal injury liability and broad form property damage liability.

[] **Automobile Liability Insurance:**

Contractor shall provide Commercial Automobile Liability insurance with Combined Single Limits (CSL) of not less than **\$500,000** either in a single policy or in a combination of basic and umbrella or excess policies. The policy will include bodily injury and property damage liability arising out of the operation, maintenance and use of all automobiles and mobile equipment used in conjunction with this contract.

Satisfaction of the above requirement shall be in the form of a policy endorsement for:

- any auto, or
- all owned hired and non-owned autos.

[] **Workers' Compensation Insurance**

Contractor shall purchase and maintain Workers' Compensation insurance which, in addition to meeting the minimum statutory requirements for issuance of such insurance, has Employer's Liability limits of at least \$100,000 for each accident, \$100,000 per each employee, and a \$500,000 policy limit for occupational disease. The City need not be named as an "Additional Insured" but the insurer shall agree to waive all rights of subrogation against the City, its officials, agents, employees and volunteers for any work performed for the City by the Named Insured. For building or construction projects, the Contractor shall comply with the provisions of Attachment 1 in accordance with §406.096 of the Texas Labor Code and rule 28TAC 110.110 of the Texas Workers' Compensation Commission (TWCC).

[] **Owner's and Contractor's Protective Liability Insurance**

The Contractor shall obtain, pay for and maintain at all times during the prosecution of the work under this contract, an Owner's and Contractor's Protective Liability insurance policy naming the City as insured for property damage and bodily injury which may arise in the prosecution of the work or Contractor's operations under this contract. Coverage shall be on an "occurrence" basis and the policy shall be issued by the same insurance company that carries the Contractor's liability insurance. Policy limits will be at least **\$500,000.00** combined bodily injury and property damage per occurrence with a **\$1,000,000.00** aggregate.

[] **Fire Damage Legal Liability Insurance**

Coverage is required if Broad form General Liability is not provided or is unavailable to the contractor or if a contractor leases or rents a portion of a City building. Limits of not less than _____ each occurrence are required.

[] **Professional Liability Insurance**

Professional liability insurance with limits not less than **\$1,000,000.00** per claim with respect to negligent acts, errors or omissions in connection with professional services is required under this Agreement.

Builders' Risk Insurance

Builders' Risk Insurance, on an All-Risk form for 100% of the completed value shall be provided. Such policy shall include as "Named Insured" the City of Denton and all subcontractors as their interests may appear.

Environmental Liability Insurance

Environmental liability insurance for \$1,000,000 to cover all hazards contemplated by this contract.

Riggers Insurance

The Contractor shall provide coverage for Rigger's Liability. Said coverage may be provided by a Rigger's Liability endorsement on the existing CGL coverage; through and Installation Floater covering rigging contractors; or through ISO form IH 00 91 12 11, Rigger's Liability Coverage form. Said coverage shall mirror the limits provided by the CGL coverage

Commercial Crime

Provides coverage for the theft or disappearance of cash or checks, robbery inside/outside the premises, burglary of the premises, and employee fidelity. The employee fidelity portion of this coverage should be written on a "blanket" basis to cover all employees, including new hires. This type insurance should be required if the contractor has access to City funds. Limits of not less than \$_____ each occurrence are required.

Additional Insurance

Other insurance may be required on an individual basis for extra hazardous contracts and specific service agreements. If such additional insurance is required for a specific contract, that requirement will be described in the "Specific Conditions" of the contract specifications.

ATTACHMENT 1

[] **Workers' Compensation Coverage for Building or Construction Projects for Governmental Entities**

A. Definitions:

Certificate of coverage ("certificate")-A copy of a certificate of insurance, a certificate of authority to self-insure issued by the commission, or a coverage agreement (TWCC-81, TWCC-82, TWCC-83, or TWCC-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project.

Duration of the project - includes the time from the beginning of the work on the project until the contractor's/person's work on the project has been completed and accepted by the governmental entity.

Persons providing services on the project ("subcontractor" in §406.096) - includes all persons or entities performing all or part of the services the contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the project. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

- B. The contractor shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all employees of the Contractor providing services on the project, for the duration of the project.
- C. The Contractor must provide a certificate of coverage to the governmental entity prior to being awarded the contract.
- D. If the coverage period shown on the contractor's current certificate of coverage ends during the duration of the project, the contractor must, prior to the end of the coverage period, file a new certificate of coverage with the governmental entity showing that coverage has been extended.
- E. The contractor shall obtain from each person providing services on a project, and provide to the governmental entity:

1. a certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file certificates of coverage showing coverage for all persons providing services on the project; and
 2. no later than seven days after receipt by the contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.
- F. The contractor shall retain all required certificates of coverage for the duration of the project and for one year thereafter.
- G. The contractor shall notify the governmental entity in writing by certified mail or personal delivery, within 10 days after the contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.
- H. The contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Workers' Compensation Commission, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.
- I. The contractor shall contractually require each person with whom it contracts to provide services on a project, to:
1. provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all of its employees providing services on the project, for the duration of the project;
 2. provide to the contractor, prior to that person beginning work on the project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project;
 3. provide the contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project;
 4. obtain from each other person with whom it contracts, and provide to the contractor:
 - a. a certificate of coverage, prior to the other person beginning work on the project; and

- b. a new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project;
- 5. retain all required certificates of coverage on file for the duration of the project and for one year thereafter;
- 6. notify the governmental entity in writing by certified mail or personal delivery, within 10 days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and
- 7. Contractually require each person with whom it contracts, to perform as required by paragraphs (1) - (7), with the certificates of coverage to be provided to the person for whom they are providing services.
- J. By signing this contract or providing or causing to be provided a certificate of coverage, the contractor is representing to the governmental entity that all employees of the contractor who will provide services on the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.
- K. The contractor's failure to comply with any of these provisions is a breach of contract by the contractor which entitles the governmental entity to declare the contract void if the contractor does not remedy the breach within ten days after receipt of notice of breach from the governmental entity.

**ORIGINAL
RFP #6303**



CastleBranch

The City of Denton

Employment/Volunteer Criminal
Background Checks

February 16, 2017

PREPARED BY:

Carrie Gyles
Account Executive
888.723.4263 ext. 7246
Fax: 910.772.1528
CdGyles@CastleBranch.com



RFP 6303 Pricing Sheet for Background Checks

Respondent's Business Name

CastleBranch

Principal Place of Business (City and State)

Wilmington, NC

Services Proposal Pricing (includes all costs to the City):

ITEM	Estimated Annual Quantity	UOM	Type of Service Requested	Completion schedule	Cost of Service
1	800	EA	State of Texas and Federal criminal history background check to include: SSN Verification, complete address history, criminal history, national sex offender registry, county level searches (be specific on number of counties included), and the terrorist database..	72 hours	\$ 26.55
2	500	EA	Motor Vehicle including Texas motor vehicle report and/or other requested states.	72 hours	\$ 1.70
			Optional Items Below:		
3	25	EA	Employment verification	1-5 Days	\$ 4.80
4	12	EA	Educational background verification	1-5 Days	\$ 4.80
5	12	EA	Other pre-employment/post-offer services (a la carte). Provide a listing of each individual background check, credit reports, validations, verifications, and other services (not including drug testing) your company provides and their cost.	72 hours	See "a la carte pricing" sheet for details.

*****Additional pass through fees may apply for motor vehicle, education verification and employment verification searches. These fees will be passed on at cost and at no additional mark-up.*****

A La Carte Pricing Sheet

Item:	Price
CDL (Only current state of licensure)	\$5.60
Education Verification*	\$4.80
Employment Verification*	\$4.80
Credit Report**	\$4.00
Professional License Verification*	\$4.80
Nationwide Healthcare Fraud & Abuse	\$5.40

*Verification outsourcing fees: Outsourcing employment and education information has become commonplace among larger organizations and universities. Some entities utilize third parties to house verification information, and pass-through fees, ranging between \$3.00 and \$15.00, may apply.

**Credit reports: There is a one-time account setup fee of \$75.00 for credit reports. The Fair Credit Reporting Act mandates a physical inspection of the property in order to verify a legitimate business establishment. Total account setup time averages 1-2 weeks. This fee may be waived for organizations that meet the criteria as detailed in the FCRA.

State Fees – Motor Vehicle Reports

STATE	STATE FEE	STATE	STATE FEE
Alabama	\$7.75	Alaska	\$10.90
Arizona	\$8.00	Arkansas	\$8.50
California	\$2.00	Colorado	\$2.00
Connecticut	\$15.00	Delaware	\$25.00
Florida	\$10.02	Georgia	\$8.00
Hawaii	\$22.64	Idaho	\$9.00
Illinois	\$12.00	Indiana	\$7.50
Iowa	\$8.50	Kansas	\$6.60
Kentucky	\$5.00	Louisiana	\$6.00
Maine	\$12.00	Maryland	\$9.00
Massachusetts	\$8.00	Michigan	\$7.00
Minnesota	\$5.00	Mississippi	\$14.00
Missouri	\$2.50	Montana	\$7.75
Nebraska	\$3.00	Nevada	\$8.00
New Hampshire	\$13.00	New Jersey	\$12.00
New Mexico	\$6.50	New York	\$7.00
North Carolina	\$10.00	North Dakota	\$3.00
Ohio	\$5.00	Oklahoma	\$13.25
Oregon	\$2.00	Pennsylvania	\$13.00
Rhode Island	\$20.00	South Carolina	\$7.75
South Dakota	\$5.00	Tennessee	\$7.00
Texas	\$6.50	Vermont	\$15.00
Utah	\$9.00	Washington	\$10.00
Virginia	\$7.00	Wisconsin	\$5.00
West Virginia	\$9.00	Washington DC	\$13.00
Wyoming	\$5.00	Puerto Rico	\$10.00

**CastleBranch**

The Power to Make Informed Decisions.

Karen E. Smith, A.P.P.
Assistant Purchasing Manager
City of Denton
901-B Texas Street
Denton, TX 76209

February 15, 2017

Dear Karen Smith:

Castle Branch Inc. is pleased to respond to your recent request for proposal #6303. We would like to offer the City of Denton (the City) our considerable expertise in the field of employment and volunteer criminal background checks, ensuring the City is equipped to make safe, reliable and well-informed employment decisions. We appreciate the opportunity to conduct business with you and look forward to establishing a rewarding partnership.

Founded in 1997, CastleBranch is ranked among the top 10 employment screening companies in the country and is partnered with over 27,000 client accounts nationwide. In 2016, our organization processed over 3.5 million background check records and maintained a 99.97 percent accuracy rate. CastleBranch can comfortably accommodate your request for approximately 800 or more per year. We deliver completed background screening reports, on average, within 48 hours. With fast turnaround times and accurate results, the City will have the most reliable data available to make hiring decisions in a timely manner.

CastleBranch is an accredited member of the National Association of Professional Background Screeners (NAPBS), a coveted credential achieved by less than 10 percent of all background screening companies in the country. NAPBS exists to promote ethical business practices, compliance with the Fair Credit Reporting Act (FCRA) and awareness of issues related to consumer protection and privacy rights within the background screening industry. Our accreditation recognizes CastleBranch's commitment to maintaining the highest professional standards.

CastleBranch is staffed with an expertly-trained and experienced client service team, dedicated to ensuring a smooth on-boarding process and providing continued assistance and support. Our hands-on approach to dedicated account management fosters a collaborative, responsive relationship between CastleBranch and our clients and ensures the City's needs will always be met. CastleBranch does not outsource or offshore our service or data, and our single location, Software as a Service business model makes it easy for us to effectively communicate with our clients.

CastleBranch is committed to bringing the City of Denton the facts, to exceeding your expectations and to providing long-term solutions for your employment and volunteer criminal background check needs.

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

Sincerely,

Carrie Gyles
Account Executive
888.723.4263 ext. 7246
CdGyles@CastleBranch.com

~~ATTACHMENT A~~ **BUSINESS OVERVIEW QUESTIONNAIRE AND FORMS**

1. Contract Information (for formal contracting purposes):

The following information will be used to write a contract, should your firm be selected for award.

- Firm’s Legal Name: Castle Branch, Inc.
- Address: 1844 Sir Tyler Drive, Wilmington, North Carolina 28405
- Agent Authorized to sign contract (Name): Lauren Henderson
- Agent’s email address: rfp@castlebranch.com

2. Subsidiary of: N/A

3. Organization Class (circle):

Partnership

Corporation

Individual

Association

4. Tax Payer ID#: 56-2169613

5. Date Established: 1997

6. Historically Underutilized Business: Yes or No

7. Does your company have an established physical presence in the State of Texas, or the City of Denton? Yes or No, in which?

CastleBranch Response:

No, CastleBranch does not have an established physical presence in the State of Texas or the City of Denton

8. Please provide a detailed listing of all products and/or services that your company provides.

CastleBranch Response:

Social Security Number Alert

A Social Security number 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.

Residential History

A residential 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 History

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.

Statewide Criminal History

A statewide criminal history check 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.

Nationwide Federal Criminal History Check

A federal criminal history check reveals federal crimes not found in a state criminal history check or a county criminal history check. These records are obtained by searching federal district courthouses. Results include federal conviction and pending case information, nationally or by state.

National Record Indicator (NRI)

The NRI product searches a proprietary database containing over 200 million 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 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.

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.

Credit History

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.

Drug Screening

CastleBranch offers industry-standard five, seven, nine, 10 and 12 panel urine drug tests, along with specialized panels, at more than 11,000 convenient locations to detect the use of illegal drugs and commonly abused prescription drugs. CastleBranch also offers traditional paper chain of custody forms or a paperless e-chain process. The e-chain process directs the applicant via email to go to the nearest collection facility to submit his or her urine specimen. The specimen is then shipped to a Substance Abuse and Mental Health Services Administration (SAMHSA) certified laboratory for analysis. Both negative and confirmed positive results are transmitted from the laboratory to the medical review officer immediately upon completion of laboratory analysis and certified scientist review. Negative results are typically returned within 24 hours, and all results will be made available for viewing in the Administrator Portal (AP).

DOT Verification

Department of Transportation verifications include alcohol and drug test results and employment verifications dating back three years.

Employment Verification

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, salary, rehire eligibility and, where legally permissible, reason for termination. In some cases, employers rely on third-party vendors to confirm employment. Up to 10 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.

Education Verification

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 10 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.

Professional Licensure Verifications

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.

Professional Reference Verifications

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 10 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.

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.

Nationwide Sexual Offender Index

A nationwide sexual offender search reveals if an individual has been convicted of a sexual offense anywhere within the United States. This search is also included in the National Record Indicator search. The search utilizes the Dru Sjodin National Sex Offender Public Registry (coordinated by the U.S. Department of Justice).

Motor Vehicle Record Check

A motor vehicle record check is obtained by searching state-maintained databases and can reveal patterns of irresponsible and reckless behavior. The typical scope for motor vehicle records is three years. These records are important for employees who drive during business hours and essential for employees who drive company vehicles or rent vehicles in the company's name.

U.S. Patriot Act Search

The U.S. Patriot Act Search is maintained by the Office of Foreign Asset Control 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.

Child Abuse Report

Each state Department of Family and Protective Services (DFPS) operates a Central Registry that identifies persons found to have abused or neglected children. Research Analysts conduct this search in each state in which an applicant has lived.

Nationwide Healthcare Fraud & Abuse Search

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.

OIG Sanction Report

The Office of Inspector General (OIG) maintains the list of Excluded Individuals/Entities (LEIE), a database providing information to the public, health care providers, patients, and others related to parties excluded from participation in the Medicare, Medicaid and all federal healthcare programs.

GSA Excluded Parties List Report

The General Services Administration (GSA) maintains the Excluded Parties List System (EPLS), which catalogs individuals and entities that are excluded from Federal procurement and non-procurement Programs (Lists). These parties are excluded throughout the U.S. Government (unless otherwise noted) from receiving federal contracts, or certain subcontracts, and from certain types of federal financial and non-financial assistance and benefits. GSA is required by the Federal Acquisition Regulation (FAR) to compile and maintain a list of parties debarred, suspended, proposed for debarment, or declared ineligible by agencies or by the General Accounting Office.

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.

Probation & Parole

Parole and probation records provide information on applicants who have been incarcerated or received probation as a result of a criminal conviction. Parole and probation records are maintained on a statewide level. Generally this information comes from the State Department of Corrections. This search will report crimes of a more serious nature.

Fingerprinting

CastleBranch offers electronic and rolled fingerprinting solutions. Rolled fingerprints can be captured at local law enforcement agencies and are used to search for records. Electronic fingerprinting through Live Scan is available at more than 700 locations in 10 states* and produces highly-accurate scan. On-site fingerprinting solutions may also be available on a case-by-case basis. Fingerprinting records are pulled from the FBI and state agencies. *CA, FL, IL, IN, MD, MI, MO, OH, SC, TX

Military Verification

A military verification provides the dates of service, rank and terms of discharge. This search gathers information from Official Military Personnel Files (OMPF) and requires a specific release form.

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.

Consent Based Social Security Number Verification

The consent based social security number verification matches an applicant's personal identifiers against the Social Security Administration master file and death index. This search verifies an applicant's name, date of birth, Social Security Number, gender and death indicator.

Pre-Adverse/Adverse Action Letter Fulfillment

CastleBranch offers adverse action fulfillment services. Using this services, authorized users will prompt CastleBranch via AP to send each pre-adverse and adverse notification. Notification letters may be sent via email or mail, depending on account setup. CastleBranch will send each applicant a copy of his or her completed background check report and a copy of "A Summary of Your Rights Under the FCRA" with each pre-adverse action letter we send. An adverse action letter is usually sent five days after the pre-adverse action letter.

9. Has your company filed or been named in any litigation involving your company and the Owner on a contract within the last five years under your current company name or any other company name? If so provide details of the issues and resolution if available. Include lawsuits where Owner was involved. (Notice: Failure to disclose this information during proposal submission, and later discovered, may result in contract termination at the Owner's option.)

CastleBranch Response:

In 2012, Castle Branch, Inc. was the defendant in a civil suit pending in the Shreveport Division of the US District Court in the Western District of Louisiana. The Civil Action No. is 5:12-CV-01669-EEF-MLH, and it has been satisfactorily settled. Castle Branch, Inc. was the defendant in a civil suit in the United States District Court for the Eastern District of Pennsylvania. The Civil Action No. is 13-6315, and it was dismissed. Castle Branch, Inc. also was the defendant in a civil suit in the New Hanover County Superior Court of North Carolina (14-CVS-003624), which has been dismissed. Castle Branch, Inc. was the defendant in a civil suit pending in the United States District Court for the Eastern District of North Carolina. The Civil Action No. is 7:14-CV-235-D. All claims brought by the plaintiff were dismissed with prejudice. Castle Branch, Inc. also was a co-defendant in a civil suit pending in the United States District Court for the District of Oregon, Eugene Division. The Case No. is 6:15-CV-00804-TC. It was settled satisfactorily.

These lawsuits will have no impact on Castle Branch, Inc.'s response to the RFP or ability to perform the requested services.

10. Have you ever defaulted on or failed to complete a contract under your current company name or any other company name? If so, where and why? Give name and telephone number of Owner.

CastleBranch Response:

CastleBranch has not defaulted on or failed to complete a contract under our current company name or any other company name.

11. Have you ever had a contract terminated by the Owner? If so, where and why? Give name and telephone number (s) of Owner (s).

CastleBranch Response:

To our recollection, CastleBranch has not had a client terminate a contract for cause or breach of contract.

12. Has your company implemented an Employee Health and Safety Program compliant with 29 CFR 1910 "General Industry Standards" and/or 29 CFR 1926 "General Construction Standards" as they apply to your Company's customary activities?

http://www.osha.gov/pls/oshaweb/owasrch.search_form?p_doc_type=STANDARDS&p_to_level=1&p_keyvalue=1926

CastleBranch Response:

Yes, CastleBranch is compliant with OSHA standards and has implemented an employee health and safety program.

13. Resident/Non-Resident Bidder Determination:

Texas Government Code Section 2252.002: Non-resident bidders. Texas law prohibits cities and other governmental units from awarding contracts to a non-resident firm unless the amount of such a bid is lower than the lowest bid by a Texas resident by the amount the Texas resident would be required to underbid in the non-resident bidders' state. In order to make this determination, please provide the name, address and phone number of:

- a. Responding firms principle place of business: Wilmington, North Carolina
- b. Company's majority owner principle place of business: Wilmington, North Carolina
- c. Ultimate Parent Company's principle place of business: Wilmington, North Carolina

14. **Provide details to support the evaluation criteria, including experience and delivery.**

CastleBranch Response:

Experience

Founded in 1997, CastleBranch is ranked among the top 10 employment screening companies in the United States. Staffed with 335 highly trained and dedicated employees, CastleBranch provides over 27,000 client accounts with timely, accurate results to assist with safe hiring practices.

In 2016, CastleBranch processed 3.5 million criminal record searches and maintained a 99.97 percent accuracy rate. We understand that time is of the essence when it comes to making smart hiring decisions, which is why CastleBranch's average turnaround time is under 48 hours.

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

Delivery

CastleBranch delivers our products through our Administrator Portal (AP), a secure, online system on 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 City. AP is capable of creating custom reports, modifying search qualifiers and providing multiple accounts for tracking and invoicing purposes.

Our user-friendly applications utilize state-of-the-art technology to ensure the City benefits from fast and accurate background investigation results. AP has no system design implications and requires only a working Internet connection to access the interface. AP is compatible with most web browsers, including Internet Explorer, Firefox, Google Chrome and Safari.

The City can submit orders using one of the following online options:

eVite

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

Administrator Input

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

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

Trustworthy, Comprehensive & Accurate Results

To ensure we maintain a reliable, trustworthy and comprehensive background check system, CastleBranch:

- Never sacrifices accuracy for speed
- Maintains full-time, in-house counsel to ensure all applicable laws are followed
- Employs a Compliance Expert with certifications from the National Association of Professional Background Screeners (NAPBS)
- Has a dedicated quality assurance team to review all criminal hits for accuracy and regulatory compliance
- Is an accredited member with NAPBS

Accurate Results

It is common practice for some consumer reporting agencies to cut corners by offering clients a database only search. While a database-only search may boast a faster turnaround time, it does not contain the most reliable, up-to-date or accurate results available. If clients rely only on a database search, results may be missed or inaccuracies may be reported, which could open the client up to potentially harmful litigation.

CastleBranch never sacrifices accuracy for speed. Instead, we uses primary-source documents whenever possible. If CastleBranch does use a database source, such as our National Record Indicator product, we go above and beyond to confirm uncovered criminal hits directly against the primary source. This allows us to provide our clients with highly accurate, up-to-date reports. Even with this extra step, CastleBranch still maintains an average turnaround time of 48 hours.

In-house Counsel

CastleBranch employs full-time, in-house counsel to ensure all applicable rules and regulations are being followed. Our in-house counsel is a subject-matter expert on state, federal and FCRA rules and regulations guiding the background screening industry and advises our company on such matters. Additionally, CastleBranch and its counsel receives legislative updates via a clipping service, which ensure ensures our company is aware of all relevant legislation passed at both the state and federal levels. We also subscribe to every state's monthly compliance newsletter produced by the National Association of Professional Background Screeners.

Compliance Expert

To further ensure trustworthy and compliant results, CastleBranch employs a full time compliance expert. Taylor Cromartie, CastleBranch's Director of Compliance, is a member of several NAPBS committees, including the Best Practices Committee, the GIVES (Government Identity Verification, Exclusion, Sanctions) Subcommittee and the Criminal Reporting Subcommittee. These committees exist to establish and promote best industry

practices and inform members regarding compliance with applicable laws. Ms. Cromartie provides input on current tasks and works as collaborative group with others in the background screening industry. The Best Practices Committee meets monthly via phone and annually at a conference.

Ms. Cromartie is also a member of the Government Relations and Provider Committee. The Government Relations Committee exists to coordinate and engage in policy and political advocacy with Federal, State and Local Government as well as to work with other organizations to further the overall mission and goals of NAPBS. Ms. Cromartie attends calls to stay ahead of legal changes affecting the background screening industry.

Quality Assurance

CastleBranch's quality assurance team audits all criminal record hits to ensure the final reports are accurate and compliant with all local, state, federal and FCRA rules and regulations. By prioritizing accuracy, CastleBranch helps to protect its clients from costly litigation due to incomplete or inaccurate findings.

All employees must, at all times, maintain at least a 98.5 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 2016, our efforts resulted in a 99.97 percent accuracy rate for over 3.5 million criminal records.

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, who hold, at a minimum, at least two NAPBS certifications.

Accredited NAPBS Member

CastleBranch is an accredited member of the National Association of Professional Background Screeners (NAPBS), a coveted credential achieved by less than 10 percent of all background screening companies in the country. CastleBranch is one of only 81 organizations to maintain this accreditation. NAPBS exists to promote ethical business practices, compliance with the Fair Credit Reporting Act (FCRA) and awareness of issues related to consumer protection and privacy rights within the screening industry. This accreditation recognizes CastleBranch's commitment to maintaining the highest professional standards.

15. **Provide details on how firm meets the minimum qualifications stated in this Main document Section 3.**

- a. The details must be completed on this form, and shall not point to another document in the respondent's proposal.
- b. Sign below and return form with final submission.

- **Three (3) years' experience providing similar products or services**

CastleBranch Response:

CastleBranch has 20 years of experience providing services in the criminal background screening industry and is accredited with the National Association of Professional Background Screeners (NAPBS).

- **Accreditation with the National Association of Professional Background Screeners (NAPBS).**

CastleBranch Response:

CastleBranch is an accredited member of the National Association of Professional Background Screeners (NAPBS), a coveted credential achieved by less than 10 percent of all background screening companies in the country. CastleBranch is one of only 81 organizations to maintain this accreditation. NAPBS exists to promote ethical business practices, compliance with the Fair Credit Reporting Act (FCRA) and awareness of issues related to consumer protection and privacy rights within the background screening industry. This accreditation recognizes CastleBranch's commitment to maintaining the highest professional standards.

- **Three (3) references from governmental entities for the products or services requested. The City prefers references from municipalities of similar size.**

CastleBranch Response:

As a company that provides services across the United States, CastleBranch has thousands of clients prepared to speak to the superior customer service and reliable products and services we deliver. Please see Attachment D for a list of references.

- **Provide single secure website to review results using encryption and authentication standards to protect the confidentiality of web transitions.**

CastleBranch Response:

CastleBranch offers our Administrator Portal (AP), 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 City. AP is capable of creating custom reports, modifying search qualifiers and providing multiple accounts for tracking and invoicing purposes.

All users of our systems follow ISO 27001 Authentication Standards. Access to systems follows the principal 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 sign out for inactivity and account lock out features are also enforced to ensure authorized user access. Role-based access is enforced to ensure permissible purpose and protect confidential information.

City of Denton
RFP for Supply of Employment/Volunteer Criminal Background Check Services

CastleBranch takes the protection of data collected during the background screening process extremely seriously and takes 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 only saved on encrypted, safe locations on an 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
- **The responding individual or business must be registered in the State of Texas, or the County of Denton, to provide the products or services required in the solicitation, and the individual or business must have all licensure required by the State to provide any services required under this contact.**

CastleBranch Response:

CastleBranch has all licensure required by the State of Texas to provide any services required under this contract.

- **Submittal documents including a cover sheet, Solicitation Checklist, Attachments A -F and Exhibit 1, per the method described in SUBMITTAL INSTRUCTIONS.**

CastleBranch Response:

Submittal documents including a cover sheet, Solicitation Checklist, Attachments A-F and Exhibit 1, per the method described in SUBMITTAL INSTRUCTIONS.

I certify that our firm meets the minimum qualifications as stated in this Main document, Section 3.



Signature

Castle Branch, Inc.
Company

02/15/2017
Date

~~XXXXXXXXXX~~ (continued) – WORK PLAN

16. Provide a detailed work plan for accomplishing the work and services to be provided to the City. The work plan must describe:

- A. State firm's methodology, including a detailed project plan and time frames from the award date to implementation, including conversion, if required.

CastleBranch Response:

Upon being selected as your vendor of choice, CastleBranch will begin on-boarding 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 on-boarding and implementation processes. Our strategy is designed to ensure a successful transition and that it is achieved, on average, between five-to-ten business days.

The on-boarding process involves:

Process Analysis

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 on-boarding specialist will:

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

Engagement

Within a mutually agreed upon time frame for on-boarding, our On-boarding team 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.

Client Training

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

The On-boarding Specialists and Contract Managers 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.

Contract Managers 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, Contract Managers 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, including FCRA and state regulations housed there
- Provide all written user documentation
- Demonstrate how to create standard and ad hoc reports
- Review FCRA 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, sales and customer success team members 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 Contract Managers are available to assist you Monday through Friday from 8 a.m. - 8 p.m. EST. On-boarding Specialists are also available Monday through Friday from 8 a.m. - 5 p.m. EST. Specialists can be reached at our toll-free number by calling 888-723-4263.

Go-Live

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

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

Contract Management

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

Our Contract Managers are part of a 28-person Customer Success team. The size of this team allows our clients to have both a primary and back-up contact for their service needs. Our Customer Success team is made up of specialists and subject matter experts who are extremely capable of answering questions regarding setup, training, and on-boarding.

- B. Specify any technology requirements to utilize the proposed solution.

CastleBranch Response:

CastleBranch's Administrator Portal (AP) has no system design implications and requires only a working Internet connection to access the interface. AP is compatible with most web browsers, including Internet Explorer, Firefox, Google Chrome and Safari.

- C. Clearly articulate the requirements for permission from the applicant/volunteer, transmittal of request to the provider, and anticipated time needed for the response.

CastleBranch Response:

Authorized users at the City will be granted access to CastleBranch's Administrator Portal (AP), a secure, online system through which background screening orders are placed, monitored and reviewed. Accessible 24 hours a day, seven days a week, AP provides clients with data as it's received in real time and compiles comprehensive reports.

Each authorized user is given a unique username and password to access AP. The City will select which users will have global administrator status, which allows universal access to all orders placed for your organization. Global administrators will determine which additional employees have system access. Permission levels for additional employees can be set to ensure sensitive information is appropriately shared and restricted. AP allows for an unlimited number of users.

The City can submit orders using one of the following online options:

eVite

An eVite is an emailed invitation that instructs applicants how to place their own background screening orders. The eVite directs the applicant to

www.CastleBranch.com, where he or she will log into our order system. The applicant is prompted to provide all relevant personal information to complete the order.

Administrator Input

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

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

A signed and dated disclosure and authorization form will be required in order to process most background check requests. A disclosure and authorization form informs the applicant that a consumer report will be performed, explains what information the consumer report might include, and informs the applicant of his or her rights under the Fair Credit Reporting Act (FCRA).

While CastleBranch provides its clients with a disclosure and authorization form, clients are permitted to use their own form in its place.

Once the form is signed by the applicant, authorized City users can either fax or email the document to CastleBranch. Additionally, for record-keeping purposes only, users can attach the signed form to the applicant's name within the documents and notes section in AP.

CastleBranch delivers completed background screening results, on average, within two business days. We are dedicated to performing comprehensive research and following strict quality assurance measures to ensure highly accurate results are returned in a timely manner. At CastleBranch, we believe in prioritizing accuracy of information above all other factors as a way to reduce the risk of costly litigation, which is why CastleBranch has maintained a 99.97 percent accuracy rate in 2016.

- D. Distinguish between the firm's duties and responsibilities and those of the City. Absence of this distinction shall mean the firm is assuming full responsibility for all tasks.

CastleBranch Response:

CastleBranch Responsibilities:

CastleBranch's most important responsibility is providing thorough and accurate searches of applicants based on information provided by our clients. CastleBranch has 20 years of experience and best-practice learning that enables us to provide the most accurate background screenings possible. Once the information has been gathered,

CastleBranch will build a clear report that is delivered to our clients through our online platform, available 24 hours a day, 7 days a week.

Quality Assurance

CastleBranch's quality assurance department is responsible for continuously auditing 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 98.5 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 98.5 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, who hold, at a minimum, at least two NAPBS certifications.

In 2016, our training and quality assurance efforts resulted in a 99.97 percent accuracy rate for all returned background screening data.

Customer Support

CastleBranch is responsible for providing customer support to the City. The Account Executive is the primary point of contact from CastleBranch to the City. Behind that individual is a team with complimentary talents that will support the Account Executive in providing continuous value to the City. This team is derived from multiple departments and personnel throughout CastleBranch.

Account Executive

The City's day-to-day communications will be directed to a designated Account Executive. The Account Executive is the team lead and will be your primary point of contact for any questions or concerns. He or she will provide the City with assistance, when necessary, including but not limited to contractual questions, semi-annual analysis of the City's account setup and package inclusions, and recommendations based on national and state requirements.

Contract Manager

Additional support will be provided by our Contract Managers. Contract Managers will support your Account Executives and be given training to support your particular requirements. Contract Managers also initiate system setup and client training and ensure industry-leading on-boarding and account management services.

Service Delivery

CastleBranch's Account Executives and Contract Managers are supported by our Service Delivery department, which includes our Director of Operations, Director of Compliance, Director of Background Screening Services, Quality Assurance Manager, Director of Clinical Screening (including Drug Testing) and Training Coordinator. This department, which is made up of nearly 200 individuals, is responsible for processing, researching, verifying and returning background screening reports.

The Director of Operations is responsible for:

- Monitoring the City's account to ensure KPIs are met in compliance with the City's 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 Account Executive and the City in cases of adverse action, consumer disputes, and discrepancy resolution
- The Director of Background Screening Services is responsible for:
- Overseeing CastleBranch's criminal records and research division

RFP for Supply of Employment/Volunteer Criminal Background Check Services

- Providing educational support materials and communication/training plans for internal and external users and stakeholders
- Providing support to the Account Executive and the City regarding product information, interpreting reports, and tracking turnaround time

The Quality Assurance Manager is responsible for:

- Overseeing the quality assurance team to ensure regulatory compliance and reporting accuracy
- Ensuring the department maintains, at a minimum, a 98.5 percent accuracy rate on all records returned (in 2015, we maintained a 99.97 percent accuracy rate)
- Processing disputes and discrepancies and reviewing all criminal record hits

The Director of Clinical Screening is responsible for:

- Overseeing all orders placed for drug screening
- Communicating derogatory or discrepant drug testing information to the City's Account Executive and the City
- Overseeing all orders concerning medical document management for student clinical placement
- Communicating derogatory or discrepant compliance information to the City's Account Executive and the City

The Training Coordinator is responsible for:

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

The Directors and Managers in this department will all be given training specific to the City's account, and will communicate this information to their staff. All parties will provide the Account Executive with regular status reports on the City's account.

Communication and Collaboration

Since 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 City, and for every completed task to be documented and accessible to relevant personnel at any time. In the case of the Account Executive, who spends the majority of the time face-to-face with various customers, it is paramount that the Account Executive is proactively kept aware of all and any information concerning the City's account activities at a moments notice.

In order to ensure that all account activities for the City 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 is kept informed, remains responsive, and is able to foster the best client relationship.

Contract Report Management (CRM)

Manages all of the City'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 SLA activity, daily, weekly & 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.

Dispute Handling

CastleBranch is responsible for resolving all disputes filed by an applicant. CastleBranch is committed to providing accurate and complete information in all background checks reports. At no point will the City be required to correct errors in any background check report or address consumer disputes regarding the accuracy or completeness.

Although actual errors in our background checks are rare, they do occasionally occur. CastleBranch strictly adheres to all FCRA requirements pertaining to an individual's dispute regarding an alleged inaccuracy or incompleteness in a consumer report, the investigation of any disputed information, the correction of any error, and notification of dispute initiation and resolution to the individual and our client. In addition to complying with FCRA requirements, CastleBranch engages in other best practices to ensure the dispute process is easy to initiate, efficient and expedient for consumers and our clients.

The dispute process, handled free of charge, is described below:

- A consumer or reseller contacts CastleBranch to initiate a dispute
- Once initiated, any additional communication takes place only at the applicant level
- A customer consultant notifies the client that an applicant has initiated a dispute
- During this time, a client cannot make a hiring decision as the investigation is in progress
- A compliance expert will review the dispute information and the final report to determine if it is a legitimate dispute
- A compliance expert will then take the following steps to resolve the dispute including, but not limited to:
 - Contact the original researcher to verify the information provided in the order
 - Contact the court clerk to confirm case identifiers
 - Order case files and fingerprint cards when necessary
 - Confirm case files are up-to-date and that identification is confirmed based on date of birth, social security and residential history made available during the order process
- Details of the dispute are captured in the internal customer relationship management (CRM) application
- Results from the dispute are presented
 - If the dispute is valid based on inaccuracies from a vendor or courthouse, the records are updated; the client is notified that the dispute is resolved

While CastleBranch is permitted 30 days under the FCRA to respond to consumer disputes, we resolves most within an average of 6.7 days.

The City's Responsibilities:

The City will be responsible for entering applicant orders and their personal information into CastleBranch's ordering system. The City can opt to have authorized City users enter this information, or request the applicants enter their own information using our eVite ordering option.

Adverse Action Letters

The City will also be responsible for initiating and/or following pre-adverse/adverse action letter procedures if you choose not to hire an applicant based on his or her background check results.

CastleBranch provides pre-adverse action letter templates, adverse action letter templates and adverse action fulfillment services. Our pre-adverse and adverse action letter templates are available free of charge and can be accessed at any time through the AP client library. The City may customize and send these letters to applicants as needed.

CastleBranch has detailed procedures in place to ensure compliance with all local, state and federal laws and regulations. If the City decides not to hire an applicant based in whole or in part on a consumer report provided by CastleBranch, the City must adhere to the following FCRA regulations to remain compliant:

Pre-adverse Action Letters

Before the City takes adverse action, the City must provide the applicant with a pre-adverse action letter. A free, pre-adverse action letter template is available in the AP client library. This letter must be accompanied by:

- A copy of the applicant's consumer report
- A copy of "A Summary of Your Rights Under the FCRA" (604.b.3.A)

A pre-adverse action letter informs the applicant of his or her rights under the FCRA. It provides the applicant with the opportunity to dispute information contained within the consumer report he or she believes to be inaccurate or incomplete before adverse action is taken. End users are required to provide the applicant with a reasonable amount of time to facilitate the dispute process before providing an adverse action letter. Case law has determined five business days to be a reasonable amount of time.

Adverse Action Letters

If the City decides to take adverse action, an adverse action letter should be provided to the applicant. A free, adverse action letter template is available in the Administrator Portal (AP) client library. An adverse action letter should be presented to the applicant within three business days of taking adverse action. The adverse action letter should:

- Inform the applicant that adverse action has been taken, based in whole or in part on a consumer report received from CastleBranch
- Provide CastleBranch's contact information, including CastleBranch's name, address and toll-free telephone number
- Explain that CastleBranch did not make the decision to take the adverse action and is unable to provide the applicant with the specific reasons why the adverse action was taken
- Inform the applicant that, upon providing proper identification, he or she may request a free copy of his or her consumer report and may dispute with CastleBranch the accuracy or completeness of any information in the report (604.b.3.B)

The FCRA allows entities to deliver news of adverse action via oral, written or electronic means. CastleBranch strongly recommends the City use written or electronic letters to retain proof of adverse action notification.

For an additional charge, CastleBranch offers adverse action fulfillment services. Using this services, the City's authorized users will prompt CastleBranch via AP to send each pre-adverse and adverse notification. Notification letters may be sent via email or mail, depending on account setup. CastleBranch will send each applicant a copy of his or her completed background check report and a copy of "A Summary of Your Rights Under the FCRA" with each pre-adverse action letter we send. An adverse action letter is usually sent five days after the pre-adverse action letter.

- E. Please detail the "turnaround" time frame to deliver a background check once requested by the City.

CastleBranch Response:

CastleBranch delivers completed background screening results, on average, within two business days. We are dedicated to performing comprehensive research and following strict quality assurance measures to ensure highly accurate results are returned in a timely manner. At CastleBranch, we believe in prioritizing accuracy of information above all other factors as a way to reduce the risk of costly litigation, which is why CastleBranch has maintained a 99.97 percent accuracy rate in 2016.

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

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

CastleBranch will follow up with each reporting agency that misses its due dates to ensure turnaround times are as expedient as the law allows. If systemic delays are known and we expect them to delay your results, we will notify you of these delays on AP's landing page.

- F. Provide a workflow of its pre-employment/post-offer/volunteer screening process, how it ensures currency with Federal and state laws affecting employment screening, and how it will ensure legal compliance of those laws.

CastleBranch Response:**Workflow**

After order submission, CastleBranch takes the following steps to ensure accurate, compliant and expedient results:

- **Step 1: Order Review**
CastleBranch reviews the order to ensure all data required for research is present. If vital information is missing, the applicant or client (based on client preference) is prompted to input the necessary data.
- **Step 2: Verify Applicant Data**
CastleBranch researchers validate basic applicant information. All additional identifiers are verified to ensure data is accurate and complete.
- **Step 3: Research for Criminal Hits**
Once all necessary data has been collected and verified, the order is forwarded to research specialists and vendors for processing.

Court runners pull primary source records from the county level to provide the most accurate and up-to-date information available. If a database search is used and uncovers records associated with an applicant, CastleBranch will ask our court runners to verify the records at the county court level. Our research specialists confirm these records in accordance with Section 613 of the FCRA.

- **Step 4: Quality Assurance**
Once research is completed, quality assurance reviews the collected data to ensure accuracy and full compliance with the Fair Credit Reporting Act (FCRA). CastleBranch's quality assurance department continuously audits all staff conducting employment screening searches.

All employees researching results must, at all times, maintain at least a 98.5 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 2016, our training and quality assurance efforts resulted in a 99.97 percent accuracy rate for all returned background screening data.

- **Step 5: Report Results**
Upon quality assurance confirmation, a sealed and certified report is created. The final report displays detailed results for each individual search. Clients can view the full report via our secure, online system.

Staying Up-to-date

CastleBranch maintains full compliance with all local, state and federal laws concerning the background screening industry. In order to remain current with these laws,

CastleBranch:

- Retains the services of a law firm to assist us in obtaining the proper licenses and to advise our company of changes in local, state and federal laws and regulations effecting relevant business practices
- Receives legislative updates via a clipping service, which ensures our company is aware of all relevant legislation passed at both the state and federal levels
- Subscribes to every state's monthly compliance newsletter produced by the National Association of Professional Background Screeners (NAPBS)

When legislative changes impacting the City are made, we will provide notification via immediate email alerts and through our “News and Announcements” page within AP.

Ensuring Legal Compliance**In-house Counsel**

CastleBranch employs full-time, in-house counsel to ensure all applicable rules and regulations are being followed. Our in-house counsel is a subject-matter expert on state, federal and FCRA rules and regulations guiding the background screening industry and advises our company on such matters. Additionally, CastleBranch and its counsel receives legislative updates via a clipping service, which ensure ensures our company is aware of all relevant legislation passed at both the state and federal levels. We also subscribe to every state’s monthly compliance newsletter produced by the National Association of Professional Background Screeners.

Compliance Expert

To further ensure trustworthy and compliant results, CastleBranch employs a full time compliance expert. Taylor Cromartie, CastleBranch’s Director of Compliance, is a member of several NAPBS committees, including the Best Practices Committee, the GIVES (Government Identity Verification, Exclusion, Sanctions) Subcommittee and the Criminal Reporting Subcommittee. These committees exist to establish and promote best industry practices and inform members regarding compliance with applicable laws. Ms. Cromartie provides input on current tasks and works as collaborative group with others in the background screening industry. The Best Practices Committee meets monthly via phone and annually at a conference.

Ms. Cromartie is also a member of the Government Relations and Provider Committee. The Government Relations Committee exists to coordinate and engage in policy and political advocacy with Federal, State and Local Government as well as to work with other organizations to further the overall mission and goals of NAPBS. Ms. Cromartie attends calls to stay ahead of legal changes affecting the background screening industry.

Quality Assurance

CastleBranch’s quality assurance team audits all criminal record hits to ensure the final reports are accurate and compliant with all local, state, federal and FCRA rules and

regulations. By prioritizing accuracy, CastleBranch helps to protect its clients from costly litigation due to incomplete or inaccurate findings.

All employees must, at all times, maintain at least a 98.5 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 2016, our efforts resulted in a 99.97 percent accuracy rate for over 3.5 million criminal records.

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, who hold, at a minimum, at least two NAPBS certifications.

Accredited NAPBS Member

CastleBranch is an accredited member of the National Association of Professional Background Screeners (NAPBS), a coveted credential achieved by less than 10 percent of all background screening companies in the country. CastleBranch is one of only 81 organizations to maintain this accreditation. NAPBS exists to promote ethical business practices, compliance with the Fair Credit Reporting Act (FCRA) and awareness of issues related to consumer protection and privacy rights within the screening industry. This accreditation recognizes CastleBranch's commitment to maintaining the highest professional standards.

- G. Describe its security and data protection practices and how it ensures compliance with the Federal Credit Reporting Act.

CastleBranch Response:

CastleBranch has developed an Enterprise Information Security Policy to establish requirements for protecting the integrity and privacy of confidential 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 bi-annually 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, FedRAMP, EU Data Protection and Data Privacy.

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 AmbironTrustWave'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 information coming into, sent out of or stored on CastleBranch systems is encrypted using TLS 1.2 (Transportation Layer Security), a secure form of http communication. 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 users of systems follow ISO 27001 Authentication Standards. Access to systems follows the principal 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 sign out for inactivity and account lock out features are also enforced to ensure authorized user access. Role-based access is enforced to ensure permissible purpose and protect confidential information.

Personal credit data is not stored on our web server.

Physical Site Security

Exterior doors at CastleBranch are equipped with card-scanning, numerical 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 Fair Credit Reporting Act (FCRA), 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 personally identifiable information (PII) can view this data. Access to networks containing PII is username/password protected, and all employee network activities are monitored and logged.

Additionally, CastleBranch employs an IT staff well versed in information and infrastructure security. Staff certifications include ISC2 – CISSP, CCSA, CCNA, CCDA, MCSE, and ITIL v3 Foundations.

Applicant Information Security

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

CastleBranch takes the protection of data collected during the background screening process extremely seriously and takes 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 only saved on encrypted, safe locations on an 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

NAPBS

CastleBranch is an accredited member of the National Association of Professional Background Screeners (NAPBS), a coveted credential achieved by less than 10 percent of all background screening companies in the country. CastleBranch is one of only 81 organizations to maintain this accreditation. NAPBS exists to promote ethical business practices, compliance with the Fair Credit Reporting Act (FCRA) and awareness of issues related to consumer protection and privacy rights within the background screening industry. This accreditation recognizes CastleBranch's commitment to maintaining the highest professional standards.

H. Provide a sample detailed monthly billing report of invoices in an Excel spreadsheet which includes, but is not limited to:

- List full name of new hire/volunteer and type of checks performed.
- Name of each county with any additional costs, if applicable.

CastleBranch Response:

CastleBranch's invoices list the applicant's full name, type of check performed, and name of each county searched with any additional costs, if applicable.

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

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

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

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

CastleBranch can format invoices using Excel spreadsheet. However, most clients prefer our electronic delivery of PDF formatted invoices. We would be happy to discuss invoice formatting if awarded the contract. Please see the Appendix of this response for a sample Excel billing statement.

City of Denton
RFP for Supply of Employment/Volunteer Criminal Background Check Services

~~ATTACHMENT X~~ - CONFLICT OF INTEREST QUESTIONNAIRE

CONFLICT OF INTEREST QUESTIONNAIRE - FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local government entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

1 Name of vendor who has a business relationship with local governmental entity.

2 Check this box if you are filing an update to a previously filed questionnaire.

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information in this section is being disclosed.

Name of Officer

This section, (item 3 including subparts A, B, C & D), must be completed for each officer with whom the vendor has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the vendor?
 Yes No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?
 Yes No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of one percent or more?
 Yes No

D. Describe each employment or business and family relationship with the local government officer named in this section.

4 I have no Conflict of Interest to disclose.

5 _____
Signature of vendor doing business with the governmental entity

02/15/2017

Date

City of Denton
RFP for Supply of Employment/Volunteer Criminal Background Check Services

~~XXXXXXXX~~ **ACKNOWLEDGEMENT**

The undersigned agrees this submission becomes the property of the City of Denton after the official opening.

The undersigned affirms he has familiarized himself with the specification, drawings, exhibits and other documents; the local conditions under which the work is to be performed; satisfied himself of the conditions of delivery, handling and storage of materials and equipment; and all other matters that will be required for the work before submitting a response.

The undersigned agrees, if this submission is accepted, to furnish any and all items/services upon which prices are offered, at the price(s) and upon the terms and conditions contained in the specification. The period for acceptance of this submission will be 120 calendar days unless a different period is noted.

The undersigned affirms that they are duly authorized to execute this contract, that this submission has not been prepared in collusion with any other respondent, nor any employee of the City of Denton, and that the contents of this submission have not been communicated to any other respondent or to any employee of the City of Denton prior to the acceptance of this submission.

Respondent hereby assigns to the City any and all claims for overcharges associated with this contract which arise under the antitrust laws of the United States, 15 USCA Section 1 et seq., and which arise under the antitrust laws of the State of Texas, Tex. Bus. & Com. Code, Section 15.01, et seq.

The undersigned affirms that they have read and do understand the specifications, all exhibits and attachments contained in this solicitation package.

The undersigned agrees that the solicitation package posted on the website are the official specifications and shall not alter the electronic copy of the specifications and/or pricing sheet (Exhibit 1), without clearly identifying changes.

The undersigned understands they will be responsible for monitoring the City of Denton Purchasing Website at: <http://www.cityofdenton.com/index.aspx?page=397> to ensure they have downloaded and signed all addendum(s) required for submission with their response.

I certify that I have made no willful misrepresentations in this submission, nor have I withheld information in my statements and answers to questions. I am aware that the information given by me in this submission will be investigated, with my full permission, and that any misrepresentations or omissions may cause my submission to be rejected.

Acknowledge receipt of following addenda to the solicitation:


Addendum No 1 Dated <u>02/07/2017</u>	Received <u>02/07/2017</u>
Addendum No 2 Dated _____	Received _____
Addendum No 3 Dated _____	Received _____

NAME AND ADDRESS OF COMPANY:

Castle Branch, Inc.
1844 Sir Tyler Drive
Wilmington, NC 28405

Tel. No. (888) 723-4263
Email. rfp@castlebranch.com

AUTHORIZED REPRESENTATIVE:

Signature 
Date 02/15/2017
Name Lauren Henderson
Title Chief Financial Officer
Fax No. (910) 772-1528

ADDENDUM TO SERVICE AGREEMENT

This Addendum to Service Agreement (“**Addendum**”) is dated April 6, 2017 and is entered into by City of Denton, Texas (“**Client**”), for the benefit and reliance of Castle Branch, Inc. (“**Contractor**”). Contractor and Client are parties to a Service Agreement or other arrangement pursuant to which Contractor agreed to provide or make available to Client certain products or services (the “**Service Agreement**”). This Addendum is incorporated into and made an integral part of the Service Agreement.

1. **CONSUMER REPORTS:** Client acknowledges that the products or services (collectively, the “**Services**”) to be procured from Contractor pursuant to the Service Agreement may constitute “consumer reports” or “investigative consumer reports” as such terms are used and defined in the Fair Credit Reporting Act, 15 U.S.C. § 1681 et seq., and the regulations promulgated thereunder, as amended from time-to-time (collectively, the “**FCRA**”). Client shall not request or obtain, or permit its employees, agents, contractors, or representatives to request or obtain, consumer reports or investigative consumer reports from the Contractor for resell to, transfer to, or use of any other individual, entity, association, or organization, except as may otherwise be specifically authorized by the Contractor. All Services, information, consumer reports, and investigative consumer reports provided by the Contractor are current only as of the date provided on the report. Client agrees that the Contractor is not responsible or liable to Client or any other individual, entity, or organization for the record keeping practices of third parties, or errors or omissions in the records or information of third parties, including, but not limited to, the department of motor vehicles; county, state and federal courts; state repositories; state and regional prisons; local police stations; federal bankruptcy courts; federal civil courts; state medical boards; drug testing facilities or specimen collection sites; professional licensing organizations; and other local, state, and federal organizations and agencies.

2. **CERTIFICATIONS:**

(a) Client acknowledges and agrees that it has received copies of the Notice to Users of Consumer Reports: Obligations of Users Under the FCRA and A Summary of Your Rights Under the Fair Credit Reporting Act. Client represents, warrants, and certifies to the Contractor that it is obtaining and using consumer reports or investigative consumer reports from the Contractor pursuant to the Service Agreement solely for employment purposes (as defined in the FCRA), and for no other purpose.

(b) With respect to each consumer report or investigative consumer report requested, accessed, or obtained by Client from Contractor for employment purposes (which includes, if applicable, consumer reports or investigative consumer reports obtained regarding faculty members of educational institutions for purposes of verifying the consumer’s eligibility or compliance with clinical site requirements for instructing at or accessing a clinical site), Client represents, warrants, and certifies, and shall represent, warrant, and certify as requested from time-to-time by the Contractor, as follows:

(i) No information from any consumer report or investigative consumer report will be used in violation of any applicable federal or state equal employment opportunity law or regulation.

(ii) Client made a clear and conspicuous disclosure in writing to the consumer, before Client procured or caused to be procured the consumer report, in a document that consists solely of the disclosure, that (1) a consumer report may be obtained by Client for employment purposes; and (2) if applicable, the consumer report or investigative consumer report will include immunization records and other medical information to be used for employment purposes and describing the specific purpose for obtaining the immunization records or other medical information (which may include, if applicable, verifying the consumer’s eligibility or compliance with clinical site requirements for instructing at or accessing a

- clinical site).
- (iii) If applicable, before an investigative consumer report was procured by Client, Client made a clear and conspicuous disclosure in writing to the consumer that an investigative consumer report will be procured regarding the consumer for employment purposes that will contain information regarding the consumer's character, general reputation, personal characteristics, and mode of living (as applicable) obtained through personal interviews, and the consumer may request in writing additional disclosures about the nature and scope of the investigation.
 - (iv) If applicable, Client will, upon written request from the consumer within a reasonable period of time following the consumer's receipt of the above-referenced disclosure, timely provide to the consumer a complete and accurate disclosure in writing of the nature and scope of the investigation.
 - (v) The individual with respect to whom the consumer report or investigative consumer report is being procured authorized in writing the procurement of the consumer report or investigative consumer report by Client (including, if applicable, the procurement of immunization records or other medical information for use in verifying the consumer's eligibility or compliance with clinical site requirements for instructing at or accessing a clinical site).
 - (vi) Client shall comply with all applicable requirements of the FCRA including, without limitation, (1) providing preliminary adverse action notice to the consumer, along with a copy of the consumer's consumer report, the consumer's investigative consumer report, and a copy of A Summary of Your Rights Under the Fair Credit Reporting Act; (2) allowing the consumer a reasonable period of time to dispute information provided in the consumer report or investigative consumer report; (3) providing the consumer with Contractor's name and contact information; and (4) providing a final adverse action notice to the consumer if a final adverse decision is made.
3. **CONFIDENTIAL TREATMENT:** Client agrees that (a) only authorized employees of Client whose employment duties involve the procurement or use of consumer reports or investigative consumer reports will order, access, or use consumer reports or investigative consumer reports from the Contractor; and (b) all consumer reports or investigative consumer reports obtained by Client will be kept strictly confidential and that no information from consumer reports or investigative consumer reports will be disclosed to any other person, entity, agency, or organization except to the applicable consumer, as required by applicable law, or to an employee, agent, representative, or legal advisor of Client who has a need to know the information and who is bound by a contractual or ethical duty of confidentiality to Client which requires such person to retain the information in confidence.
4. **DISCLOSURE AND AUTHORIZATION COPIES:** Client agrees that the Contractor may, but shall not be obligated to, request copies of any and all written disclosures provided by Client to any consumer(s) and written authorizations executed by any consumer(s) with respect to the procurement by Client from the Contractor of a consumer report or investigative consumer report regarding such consumer(s). As soon as reasonably practicable following such request, but in no event later than five (5) days after such request, Client shall provide to the Contractor copies of all requested disclosures and authorizations.
5. **AUTHORIZED REPRESENTATIVE:** Each of Client and the person executing this Addendum on behalf of the Client represent and warrant to Contractor that the person

executing this Addendum on behalf of Client is fully authorized to execute it on behalf of, and to bind, the Client.

IN WITNESS WHEREOF, client has executed this Addendum as of the date provided above.

City of Denton, Texas
Full Legal Company/School Name

By: _____
Signature

Print Name: _____

Title: _____

Date: _____

Request for City Manager Approval of Purchase

DATE: 04/11/2017 Questions concerning this acquisition may be directed to
DEPARTMENT: Human Resources John Whitmore (940) 349-7747.
ACM: Bryan Langley

SUBJECT

Approve the purchase of criminal background check services from Castle Branch, Inc., in the 3 year, not-to-exceed amount of \$75,000 (RFP 6303)

BID/FILE INFORMATION

Post offer criminal background checks are one of several checks listed in Human Resource Employment Process Policy 102.01. The scope of services includes Social Security Number verification, complete address history, criminal history for state and federal crimes, National Sex Offender Registry, county level criminal search, terrorist database, and state motor vehicle report. Criminal background checks, except for motor vehicle reports, are also performed on volunteers serving for other than one day events.

Requests for Proposals were sent to over 20 background check providers. In addition, specifications were placed on the Materials Management website for prospective suppliers to download and advertised in the local newspaper. Three (3) proposals meeting full specifications were received from suppliers meeting State of Texas legal requirements. The qualified proposals were evaluated based upon published criteria including price. Castle Branch, Inc. was ranked the highest and determined to be the best value for the City of Denton.

PRIOR ACTION/VIEW (COUNCIL, BOARDS, COMMISSIONS)

None

RECOMMENDATION

Human Resources recommends award contract to Castle Branch, Inc. for the annual estimated amount up to \$25,000 for a three (3) year not-to-exceed amount of \$75,000.

BASIS FOR SELECTION

Respondent selected is the best value that met all specifications and legal compliance outlined in the RFP.

PRINCIPAL PLACE OF BUSINESS

Castle Branch, Inc.
Wilmington, NC

Request for City Manager Approval
Page 2

ESTIMATED SCHEDULE OF PROJECT

The contract term will be one (1) year, effective from date of award. The City and the Supplier shall have the option to renew this contract for an additional two (2) one-year periods.

CONTRACT ADMINISTRATOR

John Whitmore 7747

FISCAL INFORMATION

Individual department budgets will be used with an object code of 7818 relating to a new employee or long-term volunteer.

Attachment 1: Evaluation Sheet
Attachment 2: Contract

Requested by:

Name: John Whitmore

Phone 7747

Respectfully submitted:

DocuSigned by:
Karen E. Smith Karen E. Smith
E0185D3C280A4B8...
Purchasing Interim Purchasing Manager

Expenditure Approved:

DocuSigned by:
Todd Hileman
1877011BA0D454
City Manager or Designate

4/10/2017
Date

Attachment 1

RFP 6303 Evaluation Sheet for Background Checks

Services Proposal Pricing (includes all costs to the City):				CastleBranch			General Information Services			PreCheck, Inc.		
				Wilmington, NC			Chapin, South Carolina			Houston, TX		
ITEM	Est. Annual Qty	UOM	Type of Service Requested	Proposed hours if can not meet required schedule:	Cost of Service	Total Estimated Cost	Proposed hours if can not meet required schedule:	Cost of Service	Total Estimated Cost	Proposed hours if can not meet required schedule:	Cost of Service	Total Estimated Cost
1	800	EA	State of Texas and Federal criminal history background check to include: SSN Verification, complete address history, criminal history, national sex offender registry, county level searches (be specific on number of counties included), and the terrorist database..		\$ 26.55	\$21,240.00	72 hours	\$27.75	\$22,200.00		\$ 38.50	\$30,800.00
2	500	EA	Motor Vehicle including Texas motor vehicle report and/or other requested states.		\$ 1.70	\$850.00	Instant	\$3.00	\$1,500.00		\$ 4.00	\$2,000.00
	1	EA	Implementation									
Optional Items Below:												
3	25	EA	Employment verification	1-5 Days	\$ 4.80	\$120.00	72 hours	\$9.50	\$237.50		\$ 9.00	\$225.00
4	12	EA	Educational background verification	1-5 Days	\$ 4.80	\$57.60	72 hours	\$9.50	\$114.00		\$ 7.00	\$84.00
5	12	EA	Other pre-employment/post-offer services (a la carte). Provide a listing of each individual background check, credit reports, validations, verifications, and other services (not including drug testing) your company provides and their cost.		See "a la carte pricing" sheet for details.		see Exhibit 8	see Exhibit 8				
Total Estimated Annual Cost						\$22,267.60			\$24,051.50			\$33,109.00
NAPBS Accredited						Y			Y			Y
TXDPS Investigation Company Licensed						Y			Y			Y
10	Delivery					10.0			10.0			10.0
20	Compliance with Specifications					20.0			20.0			20.0
10	Probable Performance					10.0			10.0			10.0
60	Pricing, Total Cost of Ownership					60.0			55.5			40.4
100	Total Evaluated Score					100.0			95.5			80.4

Certificate Of Completion

Envelope Id: 216844D7D2F0418EB14F8E2ECF7FBFD4	Status: Completed
Subject: ****City Manager Approval *****DocuSign Item 6303	
Source Envelope:	
Document Pages: 73	Signatures: 6
Supplemental Document Pages: 0	Initials: 0
Certificate Pages: 6	
AutoNav: Enabled	Payments: 0
Envelope Stamping: Enabled	Envelope Originator: Karen E. Smith
Time Zone: (UTC-06:00) Central Time (US & Canada)	karen.smith@cityofdenton.com IP Address: 129.120.6.150

Record Tracking

Status: Original 4/10/2017 3:29:52 PM	Holder: Karen E. Smith karen.smith@cityofdenton.com	Location: DocuSign
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Signer Events

Karen E. Smith
karen.smith@cityofdenton.com
Interim Purchasing Manager
City of Denton
Security Level: Email, Account Authentication (Optional)
Electronic Record and Signature Disclosure:
Not Offered via DocuSign
ID:

Signature

DocuSigned by:
Karen E. Smith
E9685D3C280A4B8...
Using IP Address: 129.120.6.150

Timestamp

Sent: 4/10/2017 3:36:55 PM
Viewed: 4/10/2017 3:37:17 PM
Signed: 4/10/2017 3:39:14 PM

Lauren Henderson
lareyno@castlebranch.com
CFL
Castle Branch, Inc.
Security Level: Email, Account Authentication (Optional)
Electronic Record and Signature Disclosure:
Accepted: 4/10/2017 4:42:07 PM
ID: e53afafc-ec9a-4c0f-8558-3edeeddca96d

DocuSigned by:
Lauren Henderson
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Using IP Address: 24.106.216.17

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Signed: 4/10/2017 4:42:39 PM

John Knight
john.knight@cityofdenton.com
Deputy City Attorney
City of Denton
Security Level: Email, Account Authentication (Optional)
Electronic Record and Signature Disclosure:
Not Offered via DocuSign
ID:

DocuSigned by:
John Knight
C821998C2A2B439...
Using IP Address: 129.120.6.150

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Signed: 4/10/2017 4:59:57 PM

Todd Hileman
todd.hileman@cityofdenton.com
City Manager
City of Denton
Security Level: Email, Account Authentication (Optional)
Electronic Record and Signature Disclosure:
Accepted: 2/8/2017 6:52:51 PM
ID: 8154723a-9757-4d53-a4b5-794656233671

DocuSigned by:
Todd Hileman
B776C711BA0D454...
Using IP Address: 47.190.47.120

Sent: 4/10/2017 5:00:05 PM
Viewed: 4/10/2017 5:13:37 PM
Signed: 4/10/2017 5:14:54 PM

Signer Events	Signature	Timestamp
<p>Jennifer Walters jennifer.walters@cityofdenton.com City Secretary City of Denton Security Level: Email, Account Authentication (Optional) Electronic Record and Signature Disclosure: Not Offered via DocuSign ID:</p>	<p>DocuSigned by:  C5BFAFC1821946D... Using IP Address: 129.120.6.150</p>	<p>Sent: 4/10/2017 5:15:01 PM Viewed: 4/11/2017 7:55:37 AM Signed: 4/11/2017 7:56:07 AM</p>

In Person Signer Events	Signature	Timestamp
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Editor Delivery Events	Status	Timestamp
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Agent Delivery Events	Status	Timestamp
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Intermediary Delivery Events	Status	Timestamp
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Certified Delivery Events	Status	Timestamp
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Carbon Copy Events	Status	Timestamp
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<p>Sherri Thurman sherri.thurman@cityofdenton.com Security Level: Email, Account Authentication (Optional) Electronic Record and Signature Disclosure: Not Offered via DocuSign ID:</p>	<div style="border: 2px solid blue; padding: 5px; text-align: center; font-weight: bold; color: blue;">COPIED</div>	<p>Sent: 4/10/2017 4:42:46 PM Viewed: 4/11/2017 8:42:18 AM</p>
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<p>Robin Fox Robin.fox@cityofdenton.com Security Level: Email, Account Authentication (Optional) Electronic Record and Signature Disclosure: Accepted: 10/9/2015 1:39:51 PM ID: 04463961-03db-4c4d-9228-d660d6146ed6</p>	<div style="border: 2px solid blue; padding: 5px; text-align: center; font-weight: bold; color: blue;">COPIED</div>	<p>Sent: 4/10/2017 5:00:04 PM</p>
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<p>Jane Richardson jane.richardson@cityofdenton.com Assistant City Secretary City of Denton Security Level: Email, Account Authentication (Optional) Electronic Record and Signature Disclosure: Not Offered via DocuSign ID:</p>	<div style="border: 2px solid blue; padding: 5px; text-align: center; font-weight: bold; color: blue;">COPIED</div>	<p>Sent: 4/11/2017 7:56:14 AM Viewed: 4/11/2017 8:16:38 AM</p>
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<p>Jennifer Bridges jennifer.bridges@cityofdenton.com Procurement Assistant City of Denton Security Level: Email, Account Authentication (Optional) Electronic Record and Signature Disclosure: Not Offered via DocuSign ID:</p>	<div style="border: 2px solid blue; padding: 5px; text-align: center; font-weight: bold; color: blue;">COPIED</div>	<p>Sent: 4/11/2017 7:56:14 AM</p>
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Carbon Copy Events	Status	Timestamp
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Julia Winkley
julia.Winkley@cityofdenton.com
Contracts Administration Supervisor
City of Denton
Security Level: Email, Account Authentication (Optional)
Electronic Record and Signature Disclosure:
Not Offered via DocuSign
ID:

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Sent: 4/11/2017 7:56:14 AM

John Whitmore
john.whitmore@cityofdenton.com
Organizational Development Mgr
City of Denton
Security Level: Email, Account Authentication (Optional)
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Sent: 4/11/2017 7:56:14 AM

Notary Events	Timestamp
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Envelope Summary Events	Status	Timestamps
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Envelope Sent	Hashed/Encrypted	4/11/2017 7:56:14 AM
Certified Delivered	Security Checked	4/11/2017 7:56:14 AM
Signing Complete	Security Checked	4/11/2017 7:56:14 AM
Completed	Security Checked	4/11/2017 7:56:14 AM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure
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Operating Systems:	Windows2000? or WindowsXP?
Browsers (for SENDERS):	Internet Explorer 6.0? or above
Browsers (for SIGNERS):	Internet Explorer 6.0?, Mozilla FireFox 1.0, NetScape 7.2 (or above)
Email:	Access to a valid email account
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	<ul style="list-style-type: none"> •Allow per session cookies •Users accessing the internet behind a Proxy Server must enable HTTP 1.1 settings via proxy connection

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