



**MASTER SERVICES AGREEMENT #2025-028**  
**Background Check Services**

**THIS MASTER SERVICES AGREEMENT** (“**Agreement**”), effective the last date of signed approval (“**Effective Date**”), is entered into by and between the **North Central Texas Council of Governments** (“**NCTCOG**”), a Texas political subdivision and non-profit corporation, with offices located at 616 Six Flags Drive, Arlington, TX 76011, and

**Accurate C&S Services, Inc.**  
(“**Contractor**”)  
with offices located at  
**8105 Edgewater Dr, Suite 225**  
**Oakland, CA 94621**

**ARTICLE I**  
**RETENTION OF THE CONTRACTOR**

- 1.1 This Agreement defines the terms and conditions upon which the Contractor agrees to provide Executive Search Consulting and Related Services, (hereinafter, “Services”) to governmental entities participating in the TXShare program (hereinafter “Participating Entities”). The Contractor is being retained to provide services described below to Participating Entities based on the Contractor’s demonstrated competence and requisite qualifications to perform the scope of the services described herein and in the Request for Proposals #2025-028 (hereinafter, “RFP”). In the event of a conflict between this Agreement and the RFP, this Agreement will prevail. The Contractor demonstrated they have the resources, experience, and qualifications to perform the services described, which is of interest to Participating Entities and was procured via the RFP. NCTCOG agrees to and hereby does retain the Contractor, as an independent contractor, and the Contractor agrees to provide services to Participating Entities, in accordance with the terms and conditions provided in this Agreement and consistent with Contractor’s response to the RFP.

**ARTICLE II**  
**SCOPE OF SERVICES**

- 2.1 The Contractor will provide Services described in a written Purchase Order issued by NCTCOG or a TXShare Participating Entity. Any such Purchase Order is hereby incorporated by reference and made a part of this Agreement and shall be subject to the terms and conditions in this Agreement. In the event of a conflict between any term or provision in this Agreement and any term or provision in a Purchase Order, the term or provision in this Agreement shall control unless the conflicting term or provision in this Agreement is referenced, and expressly stated not to apply, in such Purchase Order.
- 2.2 All Services rendered under this Agreement will be performed by the Contractor: i) with due care; ii) in accordance with generally prevailing industry standards; iii) in accordance with Participating Entities’ standard operating procedures and applicable policies, as may be amended from time to time; and iv) in compliance with all applicable laws, government regulatory requirements, and any other written instructions, specifications, guidelines, or requirements provided by NCTCOG and/or Participating Entities.

- 2.3 Any agreed-upon changes to a Purchase Order shall be set forth in a subsequent Purchase Order amendment. Contractor will not implement any changes, or any new Services until a Purchase Order has been duly executed by the Participating Entity. For the avoidance of doubt, the Contractor acknowledges that Participating Entity is under no obligation to execute a Purchase Order. Participating Entity shall not be liable for any amounts not included in a Purchase Order in the absence of a fully executed amendment of Purchase Order.
- 2.4 Pricing for items in Appendix A represent the maximum cost for each item offered by the Contractor. Contractor and Participating Entity may mutually agree to a lower cost for any item covered under this agreement.
- 2.5 NCTCOG Obligations**
- 2.5.1 NCTCOG shall make available a contract page on its TXShare.org website which will include contact information for the Contractor(s).
- 2.6 Participating Entity Obligations.**
- 2.6.1 In order to utilize the Services, Participating Entities must have executed a Master Interlocal Agreement for TXShare with NCTCOG. This agreement with the Participating Entity will define the legal relationship between NCTCOG and the Participating Entity.
- 2.6.2 In order to utilize the Services, Participating Entities must execute a Purchase Order with the Contractor. This agreement with the Participating Entity will define the Services and costs that the Participating Entity desires to have implemented by the Contractor.
- 2.7 Contractor Obligations.**
- 2.7.1 Contractor must be able to deliver, perform, install, and implement services with the requirements and intent of the RFP.
- 2.7.2 If applicable, Contractor shall provide all necessary material, labor and management required to perform this work. The scope of services shall include, but not be limited to, items listed in Appendix A.
- 2.7.3 Contractor agrees to market and promotes the use of the TXSHARE awarded contract whenever possible among its current and solicited customer base, such as, but not limited to via the Contractor's website. Contractor shall agree to follow reporting requirements and report sales made under this Master Services Agreement in accordance with Section 4.2.

### **ARTICLE III TERM**

- 3.1 This Agreement will commence on the Effective Date and remain in effect for an initial term ending on **May 31, 2027** (the "Term"), unless earlier terminated as provided herein. This Agreement will automatically be renewed, unless NCTCOG explicitly desires otherwise, for up to three additional years, through **May 31, 2030**.
- 3.2 **Termination.** NCTCOG and/or Participating Entities may terminate this Agreement and/or any Purchase Order to which it is a signatory at any time, with or without cause, upon thirty (30) days' prior written notice to Contractor. Upon its receipt of notice of termination of this Agreement or Purchase Order, Contractor shall follow any instructions of NCTCOG respecting work stoppage. Contractor shall cooperate with NCTCOG and/or Participating Entities to provide for an orderly conclusion of the Services. Contractor shall use its best efforts to minimize the amount of any non-cancelable obligations and shall assign any contracts related thereto to NCTCOG or Participating Entity at its request. If NCTCOG or Participating Entity elects to continue any activities underlying a terminated Purchase Order after termination, Contractor shall cooperate with NCTCOG or Participating Entity to provide for an orderly transfer of Contractor's responsibilities with respect to such Purchase Order to NCTCOG or Participating Entity. Upon the effective date of any such termination, the Contractor shall submit a final invoice for payment in accordance with Article IV, and NCTCOG or Participating Entity shall pay such amounts as are due to Contractor through the effective date of termination. NCTCOG or Participating Entity shall only be liable for payment of services rendered before the effective date of termination. If Agreement is terminated, certain reporting requirements identified in this Agreement shall survive termination of this Agreement.

- 3.2.1 **Termination for Cause:** Either party may immediately terminate this Agreement if the other party breaches its obligations specified within this Agreement, and, where capable of remedy, such breach has not been materially cured within thirty (30) days of the breaching party's receipt of written notice describing the breach in reasonable detail.
- 3.2.2 **Breach:** Upon any material breach of this Agreement by either party, the non-breaching party may terminate this Agreement upon twenty (20) days written notice to the breaching party. The notice shall become effective at the end of the twenty (20) day period unless the breaching party cures such breach within such period.

#### ARTICLE IV COMPENSATION

- 4.1 **Invoices.** Contractor shall submit an invoice to the ordering Participating Entity in accordance with billing terms as stated in Appendix A for each Scope of Service. If billing terms are not specified for a particular Scope of Service, then the Contractor will submit an invoice to the Participating Entity upon receipt of an executed Purchase Order and after completion of the work, with Net 30 payment terms.

Costs incurred prior to execution of this Agreement are not eligible for reimbursement. There shall be no obligation whatsoever to pay for performance of this Agreement from the monies of the NCTCOG or Participating Entities, other than from the monies designated for this Agreement and/or executed Purchase Order. Contractor expressly agrees that NCTCOG shall not be liable, financial or otherwise, for Services provided to Participating Entities.

- 4.2 **Reporting.** NCTCOG intends to make this Agreement available to other governmental entities through its TXShare cooperative purchasing program. NCTCOG has contracted Civic Marketplace as a digital marketplace for selected TXShare awarded contracts and to serve as NCTCOG's collector of reports and remunerative fees referenced in Section 5.2 of this agreement. Unless otherwise directed in writing by NCTCOG, Contractor shall submit to Civic Marketplace on a calendar quarterly basis a report that identifies any new client Participating Entities, the date(s) and order number(s), and the total contracted value of service(s) that each Participating Entity has purchased and paid in full under this Master Service Agreement. Reporting and invoices should be submitted to:

Civic Marketplace, Inc.  
6502 Glen Abbey  
Abilene, TX 79606  
[support@civicmarketplace.com](mailto:support@civicmarketplace.com)

#### ARTICLE V SERVICE FEE

- 5.1 **Explanation.** NCTCOG will make this Master Service Agreement available to other governmental entities, Participating Entities, and non-profit agencies in Texas and the rest of the United States through its TXShare cooperative purchasing program. The Contractor is able to market the Services under this Agreement to any Participating Entity with emphasis that competitive solicitation is not required when the Participating Entity purchases off of a cooperative purchasing program such as TXShare. However, each Participating Entity will make the decision that it feels is in compliance with its own purchasing requirements. The Contractor realizes substantial efficiencies through their ability to offer pricing through the TXShare Cooperative and that will increase the sales opportunities as well as reduce the need to repeatedly respond to Participating Entities' Requests for Proposals. From these efficiencies, Contractor will pay an administrative fee to TXShare calculated as a percentage of sales processed through the TXShare Master Services Agreement. This administrative fee is not an added cost to TXShare participants. This administrative fee covers the costs of solicitation of the contract, marketing and facilitation, as well as offsets expenses incurred by TXShare.
- 5.2 **Administrative Fee.** NCTCOG will utilize an administrative fee, in the form of a percent of cost that will apply to all contracts between awarded contractors and NCTCOG or participants resulting from this solicitation. The administrative

fee will be remitted by the Contractor to NCTCOG on a quarterly basis, along with required quarterly reporting. The remuneration fee for this program will be 2.5% on all fees for service, with the exception of expenses that are passed through to Participating Entities without markup from the Contractor, such as, but not limited to, advertising, travel expenses and per diem costs, temporary housing, and materials production.

- 5.3 **Setup and Implementation.** NCTCOG will provide instruction and guidance as needed to the Contractor to assist in maximizing mutual benefits from marketing these Services through the TXShare purchasing program.

## **ARTICLE VI RELATIONSHIP BETWEEN THE PARTIES**

- 6.1 **Contractual Relationship.** It is understood and agreed that the relationship described in this Agreement between the Parties is contractual in nature and is not to be construed to create a partnership or joint venture or agency relationship between the parties. Neither party shall have the right to act on behalf of the other except as expressly set forth in this Agreement. Contractor will be solely responsible for and will pay all taxes related to the receipt of payments hereunder and shall give reasonable proof and supporting documents, if reasonably requested, to verify the payment of such taxes. No Contractor personnel shall obtain the status of or otherwise be considered an employee of NCTCOG or Participating Entity by virtue of their activities under this Agreement.

## **ARTICLE VII REPRESENTATION AND WARRANTIES**

- 7.1 **Representations and Warranties.** Contractor represents and warrants that:
- 7.1.1 As of the Effective Date of this Agreement, it is not a party to any oral or written contract or understanding with any third party that is inconsistent with this Agreement and/or would affect the Contractor's performance under this Agreement; or that will in any way limit or conflict with its ability to fulfill the terms of this Agreement. The Contractor further represents that it will not enter into any such agreement during the Term of this Agreement;
  - 7.1.2 NCTCOG is prohibited from making any award or permitting any award at any tier to any party which is debarred or suspended or otherwise excluded from, or ineligible for, participation in federal assistance programs under Executive Order 12549, Debarment and Suspension. Contractor and its subcontractors shall include a statement of compliance with Federal and State Debarment and suspension regulations in all Third-party contracts.
  - 7.1.3 Contractor shall notify NCTCOG if Contractor or any of the Contractor's sub-contractors becomes debarred or suspended during the performance of this Agreement. Debarment or suspension of the Contractor or any of Contractor's sub-contractors may result in immediate termination of this Agreement.
  - 7.1.4 Contractor and its employees and sub-contractors have all necessary qualifications, licenses, permits, and/or registrations to perform the Services in accordance with the terms and conditions of this Agreement, and at all times during the Term, all such qualifications, licenses, permits, and/or registrations shall be current and in good standing.
  - 7.1.5 Contractor shall, and shall cause its representatives to, comply with all municipal, state, and federal laws, rules, and regulations applicable to the performance of the Contractor's obligations under this Agreement.

## **ARTICLE VIII CONFIDENTIAL INFORMATION AND OWNERSHIP**

- 8.1 **Confidential Information.** Contractor acknowledges that any information it or its employees, agents, or subcontractors obtain regarding the operation of NCTCOG or Participating Entities, its products, services, policies, customer, personnel, and other aspect of its operation ("Confidential Information") is proprietary and confidential, and shall not be revealed,

sold, exchanged, traded, or disclosed to any person, company, or other entity during the period of the Contractor's retention hereunder or at any time thereafter without the express written permission of NCTCOG or Participating Entity.

Notwithstanding anything in this Agreement to the contrary, Contractor shall have no obligation of confidentiality with respect to information that (i) is or becomes part of the public domain through no act or omission of Contractor; (ii) was in Contractor's lawful possession prior to the disclosure and had not been obtained by Contractor either directly or indirectly from the NCTCOG or Participating Entity; (iii) is lawfully disclosed to Contractor by a third party without restriction on disclosure; (iv) is independently developed by Contractor without use of or reference to the NCTCOG's Participating Entity's Confidential Information; or (v) is required to be disclosed by law or judicial, arbitral or governmental order or process, provided Contractor gives the NCTCOG or Participating Entity prompt written notice of such requirement to permit the NCTCOG or Participating Entity to seek a protective order or other appropriate relief. Contractor acknowledges that NCTCOG and Participating Entities must strictly comply with applicable public information laws, in responding to any request for public information. This obligation supersedes any conflicting provisions of this Agreement.

**8.2 Ownership.** No title or ownership rights to any applicable software are transferred to the NCTCOG by this agreement. The Contractor and its suppliers retain all right, title and interest, including all copyright and intellectual property rights, in and to, the software (as an independent work and as an underlying work serving as a basis for any improvements, modifications, derivative works, and applications NCTCOG may develop), and all copies thereof. All final documents, data, reports, information, or materials are and shall at all times be and remain, upon payment of Contractor's invoices therefore, the property of NCTCOG or Participating Entity and shall not be subject to any restriction or limitation on their future use by, or on behalf of, NCTCOG or Participating Entity, except otherwise provided herein. Subject to the foregoing exception, if at any time demand be made by NCTCOG or Participating Entity for any documentation related to this Agreement and/or applicable Purchase Orders for the NCTCOG and/or any Participating Entity, whether after termination of this Agreement or otherwise, the same shall be turned over to NCTCOG without delay, and in no event later than thirty (30) days after such demand is made. Contractor shall have the right to retain copies of documentation, and other items for its archives. If for any reason the foregoing Agreement regarding the ownership of documentation is determined to be unenforceable, either in whole or in part, the Contractor hereby assigns and agrees to assign to NCTCOG all rights, title, and interest that the Contractor may have or at any time acquire in said documentation and other materials, provided that the Contractor has been paid the aforesaid.

## **ARTICLE IX GENERAL PROVISIONS**

**9.1 Notices.** All notices from one Party to another Party regarding this Agreement shall be in writing and delivered to the addresses shown below:

If to NCTCOG:

North Central Texas Council of Governments  
P.O. Box 5888  
Arlington, TX 76005-5888  
Attn: Charlie Oberrender  
(817) 695-9289  
[coberrender@nctcog.org](mailto:coberrender@nctcog.org)

If to Contractor:

**Accurate C&S Services, Inc.**  
**Attn: Regina Jones**  
**8105 Edgewater Dr, Suite 225**  
**Oakland, CA 94621**  
**(510) 394-3981**  
[rjones@accuratescreens.com](mailto:rjones@accuratescreens.com)

Contractor's sales contact (if different from above):

**Name:** \_\_\_\_\_

**Email:** \_\_\_\_\_

**Phone:** \_\_\_\_\_

The above contact information may be modified without requiring an amendment to the Agreement.

**9.2 Tax.** NCTCOG and several participating entities are exempt from Texas limited sales, federal excise and use tax, and does not pay tax on purchase, rental, or lease of tangible personal property for the organization's use. A tax exemption certificate will be issued upon request.

**9.3 Indemnification.** Contractor shall defend, indemnify, and hold harmless NCTCOG and Participating Entities, NCTCOG's affiliates, and any of their respective directors, officers, employees, agents, subcontractors, successors, and assigns from any and all suits, actions, claims, demands, judgments, liabilities, losses, damages, costs, and expenses (including reasonable attorneys' fees and court costs) (collectively, "Losses") arising out of or relating to: (i) Services performed and carried out pursuant to this Agreement; (ii) breach of any obligation, warranty, or representation in this Agreement, (iii) the negligence or willful misconduct of Contractor and/or its employees or subcontractors; or (iv) any infringement, misappropriation, or violation by Contractor and/or its employees or subcontractors of any right of a third party; provided, however, that Contractor shall have no obligation to defend, indemnify, or hold harmless to the extent any Losses are the result of NCTCOG's or Participating Entities' gross negligence or willful misconduct.

**9.4 Limitation of Liability.** In no event shall either party be liable for special, consequential, incidental, indirect or punitive loss, damages or expenses arising out of or relating to this Agreement, whether arising from a breach of contract or warranty, or arising in tort, strict liability, by statute or otherwise, even if it has been advised of their possible existence or if such loss, damages or expenses were reasonably foreseeable.

Notwithstanding any provision hereof to the contrary, neither party's liability shall be limited by this Article with respect to claims arising from breach of any confidentiality obligation, arising from such party's infringement of the other party's intellectual property rights, covered by any express indemnity obligation of such party hereunder, arising from or with respect to injuries to persons or damages to tangible property, or arising out of the gross negligence or willful misconduct of the party or its employees.

**9.5 Insurance.** At all times during the term of this Agreement, Contractor shall procure, pay for, and maintain, with approved insurance carriers, the minimum insurance requirements set forth below, unless otherwise agreed in a Purchase Order between Contractor and Participating Entities. Further, Contractor shall require all contractors and sub-contractors performing work for which the same liabilities may apply under this Agreement to do likewise. All subcontractors performing work for which the same liabilities may apply under this contract shall be required to do likewise. Contractor may cause the insurance to be effected in whole or in part by the contractors or sub-contractors under their contracts. NCTCOG reserves the right to waive or modify insurance requirements at its sole discretion.

Requirements:

Workers' Compensation:

Statutory limits and employer's liability of \$100,000 for each accident or disease.

Commercial General Liability

Minimum Required Limits:

\$1,000,000 per Occurrence;

\$3,000,000 General Aggregate

Commercial General Liability Policy Shall include:

Coverage A: Bodily injury and property damage;

Coverage B: Personal and Advertising Injury liability;

Coverage C: Medical Payments;

Products: Completed Operations;

Fire Legal Liability;

Policy coverage must be on an "occurrence" basis using CGL forms as approved by the Texas State Board of Insurance.

Business Auto Liability

Coverage shall be provided for all owned hired, and non-owned vehicles. Required Limit: \$1,000,000 combined single limit each accident.

Professional Errors and Omissions liability:

Required Limits:

\$1,000,000 Each Claim

\$1,000,000 Annual Aggregate

- 9.5 **Conflict of Interest.** During the term of this Agreement, and all extensions hereto and for a period of one (1) year thereafter, neither party, shall, without the prior written consent of the other, directly or indirectly, whether for its own account or with any other persons or entity whatsoever, employ, solicit to employ or endeavor to entice away any person who is employed by the other party.
- 9.6 **Force Majeure.** It is expressly understood and agreed by both parties to this Agreement that, if the performance of any provision of this Agreement is delayed by force majeure, defined as reason of war, civil commotion, act of God, governmental restriction, regulation or interference, fire, explosion, hurricane, flood, failure of transportation, court injunction, pandemic, epidemic, or any circumstances which are reasonably beyond the control of the party obligated or permitted under the terms of this Agreement to do or perform the same, regardless of whether any such circumstance is similar to any of those enumerated herein, the party so obligated or permitted shall be excused from doing or performing the same during such period of delay, so that the period of time applicable to such requirement shall be extended for a period of time equal to the period of time such party was delayed. Each party must inform the other in writing within a reasonable time of the existence of such force majeure.
- 9.7 **Ability to Perform.** Contractor agrees promptly to inform NCTCOG of any event or change in circumstances which may reasonably be expected to negatively affect the Contractor's ability to perform its obligations under this Agreement in the manner contemplated by the parties.
- 9.8 **Availability of Funding.** This Agreement and all claims, suits, or obligations arising under or related to this Agreement are subject to and limited by the receipt and availability of funds which are received from the Participating Entities by NCTCOG dedicated for the purposes of this Agreement.
- 9.9 **Governing Law.** This Agreement will be governed by and construed in accordance with the laws of the State of Texas, United States of America. The mandatory and exclusive venue for the adjudication or resolution of any dispute arising out of this Agreement shall be in Tarrant County, Texas.
- 9.10 **Waiver.** Failure by either party to insist on strict adherence to any one or more of the terms or conditions of this Agreement, or on one or more occasions, will not be construed as a waiver, nor deprive that party of the right to require strict compliance with the same thereafter.
- 9.11 **Entire Agreement.** This Agreement and any attachments/addendums, as provided herein, constitutes the entire agreement of the parties and supersedes all other agreements, discussions, representations or understandings between the parties with respect to the subject matter hereof. No amendments hereto, or waivers or releases of obligations hereunder, shall be effective unless agreed to in writing by the parties hereto.

- 9.12 **Assignment.** This Agreement may not be assigned by either Party without the prior written consent of the other Party.
- 9.13 **Severability.** In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision(s) hereof, and this Agreement shall be revised so as to cure such invalid, illegal, or unenforceable provision(s) to carry out as near as possible the original intents of the Parties.
- 9.14 **Amendments.** This Agreement may be amended only by a written amendment executed by both Parties, except that any alterations, additions, or deletions to the terms of this Agreement, which are required by changes in Federal and State law or regulations or required by the funding source, are automatically incorporated into this Agreement without written amendment hereto and shall become effective on the date designated by such law or regulation.
- 9.15 **Dispute Resolution.** The parties to this Agreement agree to the extent possible and not in contravention of any applicable State or Federal law or procedure established for dispute resolution, to attempt to resolve any dispute between them regarding this Agreement informally through voluntary mediation, arbitration or any other local dispute mediation process, including but not limited to dispute resolution policies of NCTCOG, before resorting to litigation.
- 9.16 **Publicity.** Contractor shall not issue any press release or make any statement to the media with respect to this Agreement or the services provided hereunder without the prior written consent of NCTCOG.
- 9.17 **Survival.** Rights and obligations under this Agreement which by their nature should survive will remain in effect after termination or expiration hereof.

## ARTICLE X ADDITIONAL REQUIREMENTS

- 10.1 **Equal Employment Opportunity.** Contractor shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, sexual orientation, gender identity, or national origin. Contractor shall take affirmative actions to ensure that applicants are employed, and that employees are treated, during their employment, without regard to their race, religion, color, sex, sexual orientation, gender identity, or national origin. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
- 10.2 **Davis-Bacon Act.** Contractor agrees to comply with all applicable provisions of 40 USC § 3141 – 3148.
- 10.3 **Contract Work Hours and Selection Standards.** Contractor agrees to comply with all applicable provisions of 40 USC § 3701 – 3708 to the extent this Agreement indicates any employment of mechanics or laborers.
- 10.4 **Rights to Invention Made Under Contract or Agreement.** Contractor agrees to comply with all applicable provisions of 37 CFR Part 401.
- 10.5 **Clean Air Act, Federal Water Pollution Control Act, and Energy Policy Conservation Act.** Contractor agrees to comply with all applicable provisions of the Clean Air Act under 42 USC § 7401 – 7671, the Energy Federal Water Pollution Control Act 33 USC § 1251 – 1387, and the Energy Policy Conservation Act under 42 USC § 6201.
- 10.6 **Debarment/Suspension.** Contractor is prohibited from making any award or permitting any award at any tier to any party which is debarred or suspended or otherwise excluded from or ineligible for participation in federal assistance programs under Executive Order 12549, Debarment and Suspension. Contractor and its subcontractors shall comply with the Certification Requirements for Recipients of Grants and Cooperative Agreements Regarding Debarments and Suspensions.
- 10.7 **Restrictions on Lobbying.** CONTRACTOR agrees to comply with all applicable provisions of 2 CFR §200.450. CONTRACTOR shall include a statement of compliance with the Lobbying Certification and Disclosure of Lobbying Activities in procurement solicitations exceeding \$100,000. Lobbying Certification and Disclosure of Lobbying Activities



shall be completed by subcontractors and included in subcontractor contracts, as applicable. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.

**10.8 Procurement of Recovered Materials.** Contractor agrees to comply with all applicable provisions of 2 CFR §200.322.

**10.9 Drug-Free Workplace.** Contractor shall provide a drug free work place in compliance with the Drug Free Workplace Act of 1988.

**10.10 Texas Corporate Franchise Tax Certification.** Pursuant to Article 2.45, Texas Business Corporation Act, state agencies may not contract with for profit corporations that are delinquent in making state franchise tax payments.

**10.11 Civil Rights Compliance**

Compliance with Regulations: Contractor will comply with the Acts and the Regulations relative to Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation (USDOT), the Federal Highway Administration (FHWA), as they may be amended from time to time, which are herein incorporated by reference and made part of this agreement.

Nondiscrimination: Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, sex, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. Contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 45 CFR Part 21.

Solicitations for Subcontracts, Including Procurement of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by Contractor for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier will be notified by Contractor of obligations under this contract and the Acts and Regulations relative to Nondiscrimination on the grounds of race, color, sex, or national origin.

Information and Reports: Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and facilities as may be determined by the State or the FHWA to be pertinent to ascertain compliance with such Acts, Regulations or directives. Where any information required of Contractor is in the exclusive possession of another who fails or refuses to furnish this information, Contractor will so certify to NCTCOG, the Texas Department of Transportation (“the State”) or the Federal Highway Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

Sanctions for Noncompliance: In the event of Contractor’s noncompliance with the Nondiscrimination provisions of this Agreement, NCTCOG will impose such sanctions as it or the State or the FHWA may determine to be appropriate, including, but not limited to: withholding of payments to the Contractor under this Agreement until the Contractor compiles and/or cancelling, terminating or suspension of this Agreement, in whole or in part.

Incorporation of Provisions: Contractor will include the provisions of the paragraphs listed above, in this section 10.11, in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. Contractor will take such action with respect to any subcontract or procurement as NCTCOG, the State, or the FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if Contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier because of such direction, Contractor may request the State to enter into such litigation to

protect the interests of the State. In addition, Contractor may request the United States to enter into such litigation to protect the interests of the United States.

#### 10.12 **Disadvantaged Business Enterprise Program Requirements**

Contractor shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any U.S. Department of Transportation (DOT)-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. Contractor shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure non-discrimination in award and administration of DOT-assisted contracts. Each sub-award or sub-contract must include the following assurance: *The Contractor, sub-recipient, or sub-contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement. The Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this agreement, which may result in the termination of this agreement or such other remedy as the recipient deems appropriate.*

#### 10.13 **Pertinent Non-Discrimination Authorities**

During the performance of this Agreement, Contractor, for itself, its assignees, and successors in interest agree to comply with the following nondiscrimination statutes and authorities; including but not limited to:

- a. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- b. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects).
- c. Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), as amended, (prohibits discrimination on the basis of sex).
- d. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.) as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27.
- e. The Age Discrimination Act of 1975, as amended, (49 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age).
- f. Airport and Airway Improvement Act of 1982, (49 U.S.C. Chapter 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex).
- g. The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, subrecipients and contractors, whether such programs or activities are Federally funded or not).
- h. Titles II and III of the Americans with Disabilities Act, which prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38.
- i. The Federal Aviation Administration’s Nondiscrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex).
- j. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations.
- k. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, the parties must take reasonable steps to ensure that LEP persons have meaningful access to the programs (70 Fed. Reg. at 74087 to 74100).
- i. Title IX of the Education Amendments of 1972, as amended, which prohibits the parties from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq.).

**10.14 Ineligibility to Receive State Grants or Loans, or Receive Payment on State Contracts**

In accordance with Section 231.006 of the Texas Family Code, a child support obligor who is more than thirty (30) days delinquent in paying child support and a business entity in which the obligor is a sole proprietor, partner, shareholder, or owner with an ownership interest of at least twenty-five (25) percent is not eligible to:

- a. Receive payments from state funds under a contract to provide property, materials or services; or
- b. Receive a state-funded grant or loan.

By signing this Agreement, the Contractor certifies compliance with this provision.

**10.15 House Bill 89 Certification**

If contractor is required to make a certification pursuant to Section 2270.002 of the Texas Government Code, contractor certifies that contractor does not boycott Israel and will not boycott Israel during the term of the contract resulting from this solicitation. If contractor does not make that certification, contractor state in the space below why the certification is not required.

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**10.16 Certification Regarding Disclosure of Conflict of Interest.**

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

“No employee of the contractor, no member of the contractor’s governing board or body, and no person who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of this contract shall participate in any decision relating to this contract which affects his/her personal pecuniary interest.

Executives and employees of contractor shall be particularly aware of the varying degrees of influence that can be exerted by personal friends and associates and, in administering the contract, shall exercise due diligence to avoid situations which give rise to an assertion that favorable treatment is being granted to friends and associates. When it is in the public interest for the contractor to conduct business with a friend or associate of an executive or employee of the contractor, an elected official in the area or a member of the North Central Texas Council of Governments, a permanent record of the transaction shall be retained.

Any executive or employee of the contractor, an elected official in the area or a member of the NCTCOG, shall not solicit or accept money or any other consideration from a third person, for the performance of an act reimbursed in whole or part by contractor or Department. Supplies, tools, materials, equipment or services purchased with contract funds shall be used solely for purposes allowed under this contract. No member of the NCTCOG shall cast a vote on the provision of services by that member (or any organization which that member represents) or vote on any matter which would provide a direct or indirect financial benefit to the member or any business or organization which the member directly represents”.

No officer, employee or paid consultant of the contractor is a member of the NCTCOG.

No officer, manager or paid consultant of the contractor is married to a member of the NCTCOG.

No member of NCTCOG directly owns, controls or has interest in the contractor.

The contractor has disclosed any interest, fact, or circumstance that does or may present a potential conflict of interest.

No member of the NCTCOG receives compensation from the contractor for lobbying activities as defined in Chapter 305 of the Texas Government Code.

Should the contractor fail to abide by the foregoing covenants and affirmations regarding conflict of interest, the contractor shall not be entitled to the recovery of any costs or expenses incurred in relation to the contract and shall immediately refund to the North Central Texas Council of Governments any fees or expenses that may have been paid under this contract and shall further be liable for any other costs incurred or damages sustained by the NCTCOG as it relates to this contract.

**10.17 Certification of Fair Business Practices**

That the submitter affirms that the submitter has not been found guilty of unfair business practices in a judicial or state agency administrative proceeding during the preceding year. The submitter further affirms that no officer of the submitter has served as an officer of any company found guilty of unfair business practices in a judicial or state agency administrative during the preceding year.

**10.18 Certification of Good Standing Texas Corporate Franchise Tax Certification**

Pursuant to Article 2.45, Texas Business Corporation Act, state agencies may not contract with for profit corporations that are delinquent in making state franchise tax payments. The undersigned authorized representative of the corporation making the offer herein certified that the following indicated Proposal is true and correct and that the undersigned understands that making a false Proposal is a material breach of contract and is grounds for contract cancellation.

**10.19 Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment.** Pursuant to Public Law 115-232, Section 889, and 2 Code of Federal Regulations (CFR) Part 200, including §200.216 and §200.471, NCTCOG is prohibited from using federal funds to procure, contract with entities who use, or extend contracts with entities who use certain telecommunications and video surveillance equipment or services provided by certain Chinese controlled entities. The Contractor agrees that it is not providing NCTCOG with or using telecommunications and video surveillance equipment and services as prohibited by 2 CFR §200.216 and §200.471. Contractor shall certify its compliance through execution of the “Prohibited Telecommunications and Video Surveillance Services or Equipment Certification,” which is included as Appendix D of this Contract. The Contractor shall pass these requirements down to any of its subcontractors funded under this Agreement. The Contractor shall notify NCTCOG if the Contractor cannot comply with the prohibition during the performance of this Contract.

**10.20 Discrimination Against Firearms Entities or Firearms Trade Associations**

Pursuant to Texas Local Government Code Chapter 2274, Subtitle F, Title 10, prohibiting contracts with companies who discriminate against firearm and ammunition industries. NCTCOG is prohibited from contracting with entities, or extend contracts with entities who have practice, guidance, or directive that discriminates against a firearm entity or firearm trade association. Contractor shall certify its compliance through execution of the “Discrimination Against Firearms Entities or Firearms Trade Associations Certification,” which is included as Appendix D of this Contract. The Contractor shall pass these requirements down to any of its subcontractors funded under this Agreement. The Contractor shall notify NCTCOG if the Contractor cannot comply with the prohibition during the performance of this Contract.

**10.21 Boycotting of Certain Energy Companies**

Pursuant to Texas Local Government Code Chapter 2274, Subtitle F, Title 10, prohibiting contracts with companies who boycott certain energy companies. NCTCOG is prohibited from contracting with entities or extending contracts with entities that boycott energy companies. Contractor shall certify its compliance through execution of the “Boycotting of Certain Energy Companies Certification,” which is included as Appendix D of this Contract. The Contractor shall pass these requirements down to any of its subcontractors funded under this Agreement. The Contractor shall notify NCTCOG if the Contractor cannot comply with the prohibition during the performance of this Contract.

**10.22 Domestic Preference for Procurements**

As appropriate and to the extent consistent with law, the CONTRACTOR should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). Consistent with §200.322, the following items shall be defined as: “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals

such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

10.23 **Trafficking in Persons**

The Contractor agrees to comply with all applicable provisions of 2 CFR §175.15. NCTCOG, the Contractor, and its subcontractors are prohibited from (i) engaging in severe forms of trafficking in persons during the period of time that the award is in effect; (ii) procure a commercial sex act during the period of time that the award is in effect; (iii) use forced labor in the performance of the award or subawards under the award. The Federal award agency may unilaterally terminate the award, without penalty, if the Contractor (i) is determined to have violated an applicable prohibition; (ii) has an employee who is determined by the agency officially authorized to terminate the award to have violated an applicable prohibition of this award term. NCTCOG must notify the Federal award agency immediately if any information received from the Contractor indicates a violation of the applicable prohibitions.

**Accurate C&S Services, Inc.**



6/11/2025

SignatureDate

Regina Jones

Printed Name

CEO

Title

**North Central Texas Council of Governments**

Signed by:



6/18/2025

349D83294E7946E...

SignatureDate

Todd Little

Executive Director

## **APPENDIX A**

### **Statement of Work**

# Background Check Services

In Response to  
**Solicitation # 2025-028**

Submitted to  
**North Central Texas Council of Governments  
(NCTCOG)**

Submitted by



*This proposal includes data that shall not be disclosed outside the North Central Texas Council of Governments (NCTCOG) and shall not be duplicated, used, or disclosed—in whole or in part—for any purpose other than to evaluate this proposal. If, however, a contract is awarded to this Offeror as a result of—or in connection with—the submission of this data, the NCTCOG shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the NCTCOG's right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in all sheets.*



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## Tab A - Cover Page & Statement of Understanding

Accurate C&S Services, Inc. delivers compliant global background screening while adhering to all relevant regulations and best practices with respect data security, compliance, accountability and confidentiality.

TXShare requires background screenings to be carried and needs them to be completed rapidly and as error-free as possible given the implications of the results for applicants—and our clients.

Accurate C&S is fully capable of meeting these requirements. Our company is built on the dual promise of consistently accurate screening results and extremely rapid turnaround times (TATs). We are able to complete the vast majority of pre-employment screenings within 72 hours of receiving a request. For the bulk screenings—like a Social Security trace or a Federal Criminal screening—the TAT is approximately 1 HOUR.

Exact TATs are reliant on the nature of the screening or test being carried out. That being said, only a comprehensive international criminal search takes long than 72 hours (principally due to the fact that each country has its own laws regulating access of criminal records, not all countries are equally diligent with respect to record-keeping, and the ability to interpret search results in foreign countries often requires a certain amount of expertise). Accurate C&S TATs are outlined below:

| Service  | Average Turn Around Time |
|--|--------------------------|
| Social Security Trace                                | Immediate                |
| National Criminal Database Search                    | Immediate                |
| Criminal History                                     | 1 hour -3 business days  |
| Federal Criminal Records                             | 1 hour                   |
| Statewide Criminal Search                            | 1 hour-2 business days   |
| County Criminal Search                               | 1 hour -3 business days  |
| County Civil Search                                  | 1 hour -3 business days  |
| Employment Verification                              | 1-3 business days        |
| Education Verification                               | 1-2 business days        |
| Professional Reference Check                         | 2 business days          |
| Motor Vehicle Records                                | 1 hour - 1 business day  |
| Health and Human Services Child Abuse Registry Check | Immediate – 1 hour       |
| Health and Human Services Adult Abuse Registry Check | Immediate – 1 hour       |
| Sex Offender Registries                              | Immediate – 1 hour       |
| Credit Reports                                       | Immediate – 1 hour       |
| Professional License Verification                    | Immediate – 1 hour       |
| National Security Watch List (OFAC)                  | Immediate – 1 hour       |



|                       |                   |
|-----------------------|-------------------|
| Military Verification | 1 hour            |
| I-9 Verification      | 1-3 business days |

Accurate C&S makes use of an online portal to provide background screening services.



## Tab B - Key Personnel

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Accurate is proud to maintain a roster of incredibly talented individuals. Our leadership team is made up of industry pioneers, visionaries, and highly skilled practitioners.

Additionally, we understand the importance of being available and responsive and as an organization, we strive and actually rate our employees through evaluations on the level of customer service maintained.

All of our researchers and verification specialists are FCRA certified and many have advanced FCRA certifications.

### **REGINA JONES, BSN, RN,**

#### **President**

Regina has over sixteen (16) years of experience in workplace testing and screening. Our combined staff experience exceeds more than twenty-five (25) years of experience. Regina's experience ranges from clinical nursing, medical research to business.

Regina Jones, BSN, RN will manage our relationship with your organization throughout the contract term.

Our directors/managers will oversee the work performed by our criminal records specialists and verification specialists and screeners. They will help ensure that we meet or exceed your turnaround expectations, all FCRA and global regulatory guidance and best practices are complied. Our criminal records specialists and verification specialists and screeners will support all verifications that require follow-up and interpersonal communication for completion. We value and have always valued partnering with larger firms as a way to ensure scalability and efficiency. Similar to larger corporations that purchase smaller firms, we simply develop strategic partnerships with such firms to expand our product offerings and improve our efficiency.

### **VASTEK INC**

**Address:** 1230 Columbia St. Ste 1180  
San Diego, CA 92101

### **SAN FRANCISCO POLICE DEPARTMENT (SFPD)**

**Address:** 1245 3rd Street  
San Francisco, CA 94158

### **BAY AREA RAPID TRANSIT (BART)**

**Address:** 2150 Webster St, 4th Floor  
Oakland, CA 94612

If there is a need for a scope change, your Account Manager will schedule a call or simply speak with you to understand the change and/or you can simply submit the Scope Change document.



Regina Jones, BSN, RN shall always be available and will regularly reach out to your organization throughout the contract term to ensure exceptional customer service is maintained. Our directors/managers will oversee the work performed by our criminal records specialists and verification specialists and screeners. They will help ensure that we meet or exceed your turnaround expectations and that all FCRA and global regulatory guidance and best practices are complied. Our criminal records specialists and verification specialists and screeners will support all verifications that require follow-up and interpersonal communication for completion.

### **Customer Service/Support Capabilities**

Accurate Screens has direct customer services lines that are picked up by live employees. The applicant will be able to select an option in an automated phone tree to connect with a live customer service representative. Accurate Services Inc is available during the working hours of 8am to 8pm ET, during this time we answer all phones calls

### **Account Team Performance Management**

Accurate C&S Services Inc has extremely detailed policies and procedures in place that cover both external vendor relationships and internal staff

### **5.2.2 ANY GOODS OR SERVICES NOT OUTLINED IN THE SCOPE OF WORK THAT YOU WISH TO OFFER?**

We would like to offer a full range of background screening and occupational health services. Please see our catalog for the list.

### **5.2.3 ANY MAJOR REQUIREMENTS THAT CANNOT BE MET BY YOUR FIRM?**

There are no major requirements that Accurate cannot meet.

### **5.2.4 LIST THE BUSINESS LOCATION(S) OUT OF WHICH YOUR FIRM'S TEAM MEMBERS WILL WORK FROM. YOU ARE ENCOURAGED TO PROVIDE OPTIONS TO COVER MULTIPLE GEOGRAPHIC AREAS OUTSIDE OF DALLAS/FORT WORTH.**

We have one location: 8105 Edgewater Drive, Suite 225, Oakland, CA 94621

### **5.2.5 PROVIDE AN OVERVIEW OF YOUR COMPANY INCLUDING ITS SIZE, YEARS IN BUSINESS, EXPERIENCE AND MAJOR CLIENTS.**

Accurate C&S Services, Inc. aka Accurate Screens is a global background screening firm specializing in ~~high tech~~high-tech, high touch solutions for quick hires. Since March 2006 and with coverage in over 190 countries, our mission is to provide compliant global background screening while adhering to governing regulations and best practice procedures for data security, compliance, accountability and confidentiality.

Accurate Screens incorporates a cloud-based portal into the background screening process for our clients that our clients have access to the portal 24 hours a day, 7 days a week

We take time to understand our clients' ~~needs, and~~needs and then draw on our extensive industry knowledge and comprehensive services to devise intelligent business solutions that enable success.



Accurate's testing protocols and procedures are in strict compliance with the Professional Background Screening Association guidance and best practices, specifically, PBSA's Accreditation standards.

Accurate Screens software platform XML Integrations-enables data access through popular background screening software platforms.

Accurate is a diverse firm with the following certifications:

- Disabled Owned Business Enterprise (DOBE)
- WBENC (Women Business Enterprise-WBE)
- Woman Owned Small Business (WOSB)
- NMSDC (Minority Business Enterprise - MBE)
- State of California (Small Disadvantaged Business Enterprise)
- Federal SBA HubZone
- Federal Government (Small Business)
- California Public Utilities Commission (CPUC) – MWBE

We are a global screening service provider with two (2) owned and operated offices located in San Francisco and Oakland, CA. Additionally, our international partner has staffing presence in London, England.

Our leadership team is made up of industry pioneers, visionaries and highly-skilled practitioners. Regina Jones, BSN, RN, President, has over seventeen years of experience ranging from clinical nursing, clinical research to business and our team has approximately twenty-seven (27) years of combined experience in screening and testing. Ms. Jones' experience ranges from clinical nursing, medical research to business. Prior to starting this company, she worked in the biotech industry managing [an opiate addiction clinical research](#) trials. This provided her the basis for understanding the need for strong abidance to international, federal, state and local screening and testing laws.

## **5.2.6 DESCRIBE YOUR INVOICING PROCESS. PAYMENT TERMS? IS PAYMENT BY CREDIT CARD ACCEPTED?**

### **eBilling**

Accuate's eBilling process enables you to get invoices faster, archive electronic versions and analyze the invoice information easily. Our invoices are viewable through Adobe Acrobat Reader.

We provide detailed invoices that include summary information by candidate as well as complete detail by transaction, including candidate name, Social Security Number (note that this is masked), type of request, reference number, recruiter name and division.

### **Payment**

Accurate is able to accept Electronic Funds Transfers (EFT) and Automated Clearing House (ACH) payments. We also offer credit/P-card accounts and [accepts accept](#) Visa and MasterCard. If you are paying with a credit card/P-card, your agency will receive notification of the charge along with detailed information substantiating the charge (i.e., a receipt [showing the](#) charges posted to your credit card/P-card account).



## **5.2.7 INCLUDE A LIST OF NO MORE THAN FIVE (5) SIMILAR CONTRACTS AWARDED WITHIN THE LAST 5 YEARS.**

## **5.2.8 IDENTIFY ANY CONTRACTS WITHIN THE PAST THREE YEARS THAT WERE TERMINATED DUE TO NON-PERFORMANCE.**

We have not had any contracts terminated with the past three years due to non-performance.

## **5.2.9 STATE THE WARRANTY AND LENGTH OF SAME THAT MAY APPLY TO THE GOODS OR SERVICES YOU ARE PROPOSING.**

### **SERVICE LEVEL AGREEMENT**

Accurate will partner with you to develop a mutually acceptable Service Level Agreement (SLA) that includes performance and turnaround time standards

## **Tab E – Technical Proposal**

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### **Exhibit 4 Questionnaire**

Please answer the following questions using this questionnaire. You may add pages or attachments where necessary but please number them to correspond with the question you are answering.

#### **5.1 Technical Specifications**

##### **5.1.1.1 COMPLIANCE EXPERTISE: EXPLAIN HOW YOUR COMPANY HAS A DEEP UNDERSTANDING OF FEDERAL, STATE, AND LOCAL REGULATIONS, INCLUDING THE FAIR CREDIT REPORTING ACT (FCRA) AND EQUAL EMPLOYMENT OPPORTUNITY COMMISSION (EEOC) GUIDELINES.**

##### **PBSA Membership and Annual Conferences**

Accurate is a member of the Professional Background Screening Association (PBSA) formerly known as the National Association of Professional Background Screeners (NAPBS).

##### **Membership Publications**

Accurate quality control procedures include industry recognized and respected publications memberships.

##### **PBSA Accreditation and Standards**

Accurate currently abides by PBSA accreditation standards. Accreditation compliance is demonstrated through rigorous desk and on-site audit, all of which are completed by an independent third-party auditor.

##### **State/Counties/Municipalities-Specific Disclosure Forms**

Prior to running a background check, employers must provide the applicant with the proper disclosure and consent forms. The Fair Credit Reporting Act (FCRA) requires ~~the disclosed~~[disclosure](#) and consent to a background check be a stand-alone document, separate from the actual employment application.

##### **5.1.1.2 ACCURACY AND THOROUGHNESS: EXPLAIN HOW YOUR COMPANY PROVIDES ACCURATE AND COMPREHENSIVE REPORTS. THIS INCLUDES**



## **VERIFYING EMPLOYMENT HISTORY, EDUCATION, CRIMINAL RECORDS, AND OTHER RELEVANT CHECKS.**

### **Quality Control**

Our reason for being is providing accurate and quality information across all of our work product. Accurate has developed a specific quality policy and process. In summary, our quality control policy states that quality is central to all that we do at HireRight.

To this end, we have a multi-faceted approach to ensure accuracy and quality in the information we provide. Our core policies and procedures to ensure accuracy and quality are identified in the following sections.

We focus on many dimensions of quality in delivering our services, including the following:

- Accuracy of information—in all information we report
- Timeliness—in report turnaround and issue resolution
- Consistency—in our processes and in adhering to customer guidelines

### ***Adjudication***

To ensure that the Accurate staff accurately adjudicates our customers reports based on each customer's guidelines, a random sample of adjudicated reports are reviewed each day by the quality department.

### ***Performance Tracking***

We utilize extensive performance tracking across all functions of our organization and benchmark our performance to external measures wherever possible.

We firmly believe that to ensure customer satisfaction and develop relevant products and services that address customer needs, we need to work in a highly collaborative fashion with our customers.

### ***Error Handling***

Accurate has very strict internal quality controls to maintain the highest levels of data accuracy. As part of our controls, we track all data accuracy errors that are revealed.

### **Verifications**

#### ***Types of Information Collected***

Personally Identifying Information (PII) is collected solely for the permissible purpose of employment screening for employer clients (End users) who certify that purpose to Accurate. PII is only procured after an unambiguous Disclosure has been ~~provided to~~[provided](#) and an Authorization form has been signed by the Report Subject. ***Multiple Aliases***

When collecting information for the candidate, we also ask for any known aliases. We may cross-reference the aliases with the provided identification documents to confirm their legitimacy. When we conduct the SSN trace, it returns known aliases and we conduct county, state, and federal criminal record checks and verifications under the primary name and aliases.

#### ***Verification of Identity***

When providing verification of academic, employment, reference or other checks which are not public, our policy is to verify accuracy with procedures to insure the identity of the subject of the search, the identity of the provider and completeness and accuracy of the data itself.





### ***Procedural Disclosures Verifications***

Our policy is to provide our clients, in writing, with information regarding general ~~verification~~[verification of business practices](#).

### ***Email Verifications***

Accurate offers a seamless, natively integrated, and electronically delivered verification request emailed to employers, landlords or references. We use emails for five verification search types: Reference verification, Employment verification, Personal Reference verification, Professional Reference verification and Residence verification.

### ***Number of attempts***

We pride ourselves on going over and beyond our competitors. We make two (2) attempts in the morning and afternoon, Monday – Friday.

### ***SSN Trace***

A SSN trace verifies the authenticity of the Social Security Number provided by the applicant. This involves confirming that the number is valid and accurately matches the applicant's identity details, such as name, date of birth, and address history. During the SSN trace process, any aliases or variations of the individual's name associated with the SSN are identified. This helps ensure that all potential records and information related to the individual are thoroughly examined during subsequent background checks.

Once the SSN is authenticated, Accurate uses it to compile a comprehensive history of the individual's residential addresses. This information is obtained from various data sources, including credit bureaus, public records, and other databases.

### ***Employment Verifications***

Accurate Screens has a two-prong approach to performing employment verifications. Our approach significantly decreases the turn-around time due to instantaneous results with initial verification steps such as the Work Number being used.

- ◆ **Work Number:** Verifications began with utilizing Equifax's automated Work Number® database service which delivers results within seconds. It is a fast, secure, unbiased and consumer-friendly way to get a third-party verification

**Email and Manual Calls:** If your applicant's employment data isn't instantly available via the Work Number, our system can be setup to automatically send an email and manual combination verification process, in tandem, can be immediately initiated and completed by our dedicated team of verification specialists. ***Academic/Education Verifications***

Accurate bases verifications on the requirements of our client. Clients may request only the highest degree be verified, verify all degrees earned, GPA, honors, etc. Additionally, verification of high school diploma and GED can occur.

**Outsourced Verification Services:** Accurate generally employs verification specialists to conduct, review and finalize verifications. When needed, we may also utilize the services of a fully vetted and industry recognized verifications service leader to conduct verifications services. ***Military Records***

Military record verifications involve confirming an individual's military service history, including dates of service, rank, awards, and other relevant details.



## ***Professional Certification and License***

Professional certification and license verification is a crucial part of background screening. Here's a brief overview of the process. The individual provides consent allowing the background screening provider to verify their professional certifications and licenses. Details such as the individual's name, date of birth, Social Security number, and specific certifications or licenses to be verified are collected.

## ***I-9 Verification***

I-9 verification ensure compliance with federal regulations by helping employers verify the identity and employment eligibility of their workforce. We streamline the process by electronically managing Form I-9 completion, securely storing documents, and conducting E-Verify checks where required.

## ***Criminal Checks***

Accurate Screens criminal records checks have been designed to stand out among the crowd.

### ***Multi-jurisdictional criminal history record checks***

This identifies whether a candidate has a criminal history in the jurisdiction corresponding to their address history. We ~~identify~~ ~~identifies~~ ~~identify~~ potential felony and misdemeanor criminal history records by searching county court records in the requested jurisdiction(s).

### ***Federal Criminal Records***

We check convictions in Federal jurisdictions of residence, education, and employment for the past seven years using current name and any/all previous names/aliases provided.

### ***Nationwide Criminal Database***

This is powerful, quick result multi-jurisdictional search of hundreds of millions of state and county criminal records. It returns all felony and misdemeanor convictions for the past seven years, using current name and any/all previous names/aliases provided. This database is compiled from county courthouses, Department of Corrections (DOC), and Administration of the Court (AOC), and is bundled with our Global Security Watch List and Sex Offender Records database sources. This search is an effective tool for discovering additional jurisdictions where criminal offenses may have occurred outside of an applicant's indicated residential and employment address history. This criminal database can be searched using the National Criminal ~~Database, or~~ ~~Database or~~ refining the scope down to the State Criminal Database.

### ***Statewide Criminal Search***

A statewide search may yield information from multiple counties in a given state that ~~report~~ ~~reports~~ into repository, useful for discovering crimes outside of the immediate area in which the subject lives or works.

### ***County Criminal Search***

This checks for all felony and misdemeanor convictions (charged and pending trial) in all counties of residence, education and employment for the past seven years using current name and any/all previous names/aliases provided.

### ***County Civil Court Records Search – Upper & Lower Court***

We can conduct a county court search to determine if a civil court record exists for the past 7 years.

### ***Federal Civil Court Record Search***



We can conduct a federal or state court search to determine if a civil court record exists for the past 7 years. The results will include: suits, liens and judgments (not divorce) that are found on the [courts court's](#) general civil index.

### ***Deeper dive service into convictions/infractions***

When the initial search shows an offense of any type, we ensure the resulting identification information matches that was ordered.

### **Sex Offender Registry**

A Sex Offender search looks for results or potential matches from the National Sex Offender (NSO) Database which consists of all U.S. states (50 plus D.C. (1), tribal (70), and territory (4)) reported sex offender data and provides the identities and locations of known sex offenders. Both historical and current records are returned.

We can perform verifications on the possible matches found during the search to determine true matches. Both clear and match results will be returned. All match results will include unaltered data from the primary source.

We can also provide continuous monitoring. We continue to gather data from all of our sources on a daily basis, and any new possible matches will be verified and returned.

### **OIG/EPLS Excluded Parties Screening**

OIG/EPLS Excluded Parties Screening, also known as the Office of Inspector General (OIG) and Excluded Parties List System (EPLS) screening, is a crucial process for companies, particularly in regulated industries such as healthcare, finance, and government contracting. This screening ensures that individuals or entities with a history of fraudulent or abusive behavior are not engaged in business activities that involve federal programs or funding.

We verify names, addresses, Social Security numbers, and other identifying information against records from the OIG and EPLS/SAM databases.

***Office of Inspector General (OIG) Database:*** The OIG maintains a list of individuals and entities excluded from participation in federal healthcare programs such as Medicare and Medicaid due to convictions for program-related crimes, patient abuse or neglect, or other offenses.

***Excluded Parties List System (EPLS):*** This system, previously used for federal procurement and non-procurement programs, has been replaced by the System for Award Management (SAM). However, the term "EPLS screening" is still commonly used to refer to the broader process of checking various exclusion lists.

### **Driving Records or Motor Vehicle Records (MVR)**

A Motor Vehicle Record is a report of your driving history, as reported from your state Department of Motor Vehicles. Information on this report may include [Drivers Driver's](#) License information, point history, violations, convictions and license status on a driving record. Most states report driving records for the past three years, although some states may report five or more years of history.

We can pull reports from all 50 [states, states](#); however some states may incur additional [fees fees](#), and certain states require additional forms to be signed by the applicant.

### **Credit Checks**

The Credit History Check reviews the credit history of a candidate as reported by a [US nationwide US](#) credit reporting agency. It provides information such as account status, accounts in collections and inquiries by third parties.



## Social Media

Social media background checks can reveal information that is often tougher to find through traditional screening processes. Social media platforms will be observed to find out more about a potential hire.

Social Media Checks is an AI-Powered Cloud Platform that allows for [legally](#) defensible efficient and comprehensive analysis of candidates' public posts on social media. The social media report reveals behaviors such as hate speech, bullying, violence, harassment and more using our machine learning algorithms that analyze text and images for up to 7 years of history. Our reports are insightful and concise and conform to federal and state laws including FCRA and social media privacy laws. We always redact possible EEOC protected class information.

## Professional and Personal Reference

We provide both employment and personal reference checks. Our reference check uses a set of standard open-ended questions to interview a candidate's former colleagues, coworkers, friends, family members, or neighbors and generate a report on their responses. We can also develop a custom list of questions. [The reference](#) information on the candidate provides greater insight into the individual's personal and professional background.

## Child Abuse Registry Check

We search the applicable state registry (where available) to determine if an employee working with children or minors has been placed on a registry for abuse, neglect, exploitation or misappropriation of a child. If an individual has been placed on a registry, it is not necessarily an indication that they have been convicted of a crime. The database is queried for each new check.

## Adult Abuse Registry Check

We search the applicable state registry (where available) to determine if a caregiver has been placed on a registry for abuse, neglect, exploitation or misappropriation of a vulnerable adult. If an individual has been placed on a registry, it is not necessarily an indication that they have been convicted of a crime. The database is queried for each new check.

## Database Searches

We utilize several databases to complete background checks. Databases are aggregated collections of records such as abuse registry records or criminal records.

We do not report potentially adverse public record information from databases or other sources that do not have the most complete and up-to-date information until and unless that information has been verified.

## Drug & Alcohol Testing

Accurate provides full service for drug and alcohol testing, including collection, lab testing, and Medical Review Officer (MRO). The test can be done via urine, hair, or saliva. We have various drug testing panels to tailor to our client's needs, ranging from a 5-panel (i.e. Amphetamines, Benzoylcegonine (cocaine), Cannabinoids, Opiates (Codeine, Morphine, Heroin), Phencyclidine) to a 10-panel (i.e. same as a 5-panel plus Barbiturates, Benzodiazepines, Propoxyphene, Methadone, and Methaqualone).

## Unsuccessful Searches or Contacts

We record the details of the unsuccessful search or contact attempt, including the date, time, method of contact, and any response received (or lack thereof).



### **5.1.1.3 DATA SECURITY: EXPLAIN HOW YOUR COMPANY HAS ROBUST DATA PRIVACY AND SECURITY MEASURES TO PROTECT SENSITIVE INFORMATION.**

#### **Information Security Policy**

We take security seriously day in and day out. That's why we are proud to be able to tell our clients that our background screening software provider are SOC 2 Type 2 and PCI DSS compliant to best protect their customer's private information. But we don't stop there.

We have developed and maintain policies and procedures to ensure information security over broad areas within our environment. The following is an overview of our information security principles and areas of emphasis. Each of the following broad areas has multiple, detailed procedures for [insuring](#)[ensuring](#) information security.

-

#### ***Ethics, Compliance and Work Product Reporting***

Our company is committed to the highest levels of ethical, compliance and work product standards.

We have procedures whereby our workers can anonymously, to the extent possible, report ethical, compliance, and work product concerns without fear of identification or retaliation based on such reporting.

If for any reason, an employee does not feel comfortable speaking with their supervisor regarding ethical, compliance or work product concerns, we have a process for them to report their concerns to another individual who is tasked to investigate the matter while maintaining the anonymity of the reporting worker to the extent possible. In addition to the anonymity.;

### **5.1.1.4 INTEGRATION CAPABILITIES: EXPLAIN YOUR COMPANY'S ABILITY TO INTEGRATE WITH YOUR EXISTING APPLICANT TRACKING SYSTEMS (ATS) AND RECRUITMENT MANAGEMENT SYSTEMS CAN STREAMLINE THE HIRING PROCESS.**

Accurate Screens software platform XML Integrations-enables data access through popular background screening software platforms.

The Exhibit below lists some of our current integrated ATS systems with our background checks platform.



## Exhibit. Integrated ATS Systems



The implementation begins with a formal project kickoff that provides a high-level overview of the implementation plan, process, and objectives. This kickoff will also introduce the client and Accurate's integration team. We will provide a detailed project plan and timeline for implementation, including key milestones, deliverables, and deadlines.

The implementation project will include and detail:

- Defined roles and responsibilities
- Data Migration
- Configuration and Customization
- Integration Requirements
- Testing and Quality Assurance

### 5.1.1.5 TURNAROUND TIME: EXPLAIN HOW FAST AND RELIABLE TURNAROUND TIMES ARE ESSENTIAL TO KEEP YOUR HIRING PROCESS EFFICIENT.

Accurate understands the importance of speed to hire and prides itself on delivering quality results as





quickly as possible. Turnaround time statistics are calculated as the elapsed time (business days) between when an order is submitted by the recruiter (or candidate) to our system and when the report (or report component) is complete.

For some searches, results may be returned the same day.

Anytime a change is made to the site, we will automatically send an email to the address you have set up to receive court updates with a note that the site has been updated and needs to be checked. This will include the link to the site. A red asterisk will be next to the jurisdiction(s) with the most recent changes for you to be able to quickly access the newest update.

| Service  | Average Turn Around Time |
|--|--------------------------|
| Social Security Trace                                | Immediate                |
| National Criminal Database Search                    | Immediate                |
| Criminal History                                     | 1 hour -3 business days  |
| Federal Criminal Records                             | 1 hour                   |
| Statewide Criminal Search                            | 1 hour-2 business days   |
| County Criminal Search                               | 1 hour -3 business days  |
| County Civil Search                                  | 1 hour -3 business days  |
| Employment Verification                              | 1-3 business days        |
| Education Verification                               | 1-2 business days        |
| Professional Reference Check                         | 2 business days          |
| Motor Vehicle Records                                | 1 hour - 1 business day  |
| Health and Human Services Child Abuse Registry Check | Immediate – 1 hour       |
| Health and Human Services Adult Abuse Registry Check | Immediate – 1 hour       |
| Sex Offender Registries                              | Immediate – 1 hour       |
| Credit Reports                                       | Immediate – 1 hour       |
| Professional License Verification                    | Immediate – 1 hour       |
| National Security Watch List (OFAC)                  | Immediate – 1 hour       |
| Military Verification                                | 1 hour                   |
| I-9 Verification                                     | 1-3 business days        |

### ***How we save you time***

Our highly automated process reduces the amount of time associated with all background screening related activities.

During the pre-submission process, we save time by:



- Providing you with an integrated solution that removes duplicate data entry and reduces the time associated with multiple log-ins to multiple systems
- Offering you a way to move data entry activities to the candidate, using Applicant Center (the candidate enters all data and uploads their own documentation, completely eliminating the typical follow-up required by the recruiter to gather information); recruiters may distribute multiple candidate invitations simultaneously to further reduce data entry time

#### **5.1.1.6 CUSTOMER SUPPORT: EXPLAIN HOW STRONG CUSTOMER SUPPORT CAN HELP ADDRESS ANY ISSUES OR QUESTIONS THAT ARISE DURING THE BACKGROUND CHECK PROCESS.**

Accurate Screens has direct customer services lines that are picked up by live employees. The applicant will be able to select an option in an automated phone tree to be connected with a live customer service representative. Additionally, we have a dedicated chat line that allows you to speak with our team.

Accurate Services Inc is available during the working hours of 8am to 8pm ET, during this time we answer all phones calls.

Accurate Screens will designate a customer service representative contact during normal business hours to assist for the duration of the contract

#### **Customer Success Manager**

Accurate will assign a dedicated Customer Success Manager to your account. More importantly, our Manager will ensure every email that is received via customerservice@accuratescreens.com is responded to.

#### **5.1.2 DESCRIBE THE PROPOSED METHODOLOGY TECHNOLOGY AND HOW IT WORKS (INCLUDING ANY HARDWARE/SOFTWARE).**

Accurate Screen's Applicant Center is a user-friendly and mobile first web application that empowers candidates to submit information, manage their account and track the status of their background screen.-

#### **Applicant/Address Ordering Instructions**

Under the Product Scope of the Product set up page is ordering instructions that can be configured for Applicant Order Page and the Address Order Page. The applicant will see these during a App order as well as a processor who is doing a manual order. Place instructions here for any clear information that is to be collected on the applicant page and the address page.

Placing a background screening order is easy, and can be completed by you, so that Accurate can be as hands-off as possible, or by Accurate, if you ever need assistance.

Creating an order consists of choosing available options within that product, and either entering the applicant's information or gathering it directly via our App.

#### **Creating a New Order**

##### **Quick Summary**





Placing a background screening order is easy. Creating an order consists of choosing which product is being ordered, choosing available options within that product, and either entering the applicant's information or gathering it directly via our App.

#### Submitting an Order

Once the applicant's information is filled out, users will be taken to the Order Summary page, where you will see a detailed preview of the order before it is completed. This page will allow a visual of the charges for each search and the estimated total of the entire order. You can go back to edit any section of the report.

Once everything is correct, click Complete Order to submit it.

#### Batch Ordering

Batch ordering allows users to place multiple orders at once for a list of applicants. This can help users simplify the ordering process for a large list of applicants.

#### *Creating your CSV Spreadsheet*

A .CSV spreadsheet is required to place a batch order. The following three things are required in the spreadsheet:

- Product name
- Screening (search names individually or default for all that are set as default or required as search setting option)
- First/last name of the applicant

#### *Placing a Batch Order*

Go to the main navigation under Order >> Batch Order icon. Select the batch order icon. Select the client and then click the browse button to upload ~~already~~the already created CSV file. Users will be prompted with a message to confirm the batch order upload.

**Note:** The batch is now processed through a queue. There is no need to wait for it to process and complete. The user will get an email when the batch process is complete, it will go to the requestors email address. If there are errors, you will use the attached CSV in the email, correct the errors and resubmit.

That batch status page. After a batch is imported, an email is sent alerting the user of the .CSV being submitted and when it's complete. Users can now go to Order > Batch Order > View Summary. This will show Pending batches and Completed batches. In the completed section and results, it will show a red alert triangle if there is an error. You can then download the CSV with the error/s and re-import. If there is no error, just select Show Results and it will show the files and OK message.

#### Applicant Experience

We believe that if you give applicants the keys, they'll drive the entire background screening process. Accurate's fully integrated applicant portal reaches applicants where they live: on their phones.

Accurate's applicant portal was designed with two things in mind for hiring managers and applicants: speed and transparency.



### Confirmation

Attention: Your application is not yet complete. Please read to the bottom of this page for the section on Additional Information.

Thank you for completing your online background questionnaire. Your confirmation number is **1312**. You may be asked for it if you need to contact Delaware Transit Corporation (DART) at some future time. If you would like to print a copy of your Authorization or your Confirmation, please click on the appropriate button. If you have any questions regarding your consumer report, please contact our Consumer Report Agency (CRA), Accurate C&S Services Inc. (Accurate Screens).

Accurate C&S Services Inc. (Accurate Screens)  
8105 Edgewater Dr.  
225  
Oakland, CA 94621  
Phone: 877-773-0773  
Fax: 877-773-0773

Print Authorization

Print Confirmation

### Additional Information

Your PIN is the last 4 digits of your SSN or the user PIN you used when completing the authorization.

To stay up to date on the status of your application we have provided you an applicant portal.

Based on the information you provided you must complete one or more additional forms. You can access the forms and instructions through the applicant portal.

**Important:** Please save your file number and PIN. Access to the applicant portal requires both. Your file number may have been provided to you as a reference number or a confirmation number. Linking from this page will sign you in automatically, but your file number and PIN will be required for all future access.

Applicant Portal

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## DOCUMENT UPLOAD NOTIFICATION

It also allows for document uploads

CRA users can now request documents from the applicant after the order is placed. The applicant has access to the Document Portal via a [hyperlink, Documents](#) “need your attention” appears for easy access. Retrieving and uploading the required documents is completed on the Document Portal.



### **Assurance**

Upon completion, a confirmation is emailed providing a dedicated status link and file number. If any information is required, the candidate will be notified immediately. Accurate Screens remove any uncertainties!!!

### **Daily Reminder Emails:**

If Applicant does not complete all the required sections or upload all required documents, they receive daily reminder emails. No email or text reminders will be sent between 11pm and 6am MT. Reminder emails will be only be sent at 6am MT.

### **Screenshots**



## **Welcome!**

## **Are you ready to begin the background check process?**

Once you start, you will complete the following steps:

- Provide consent to the electronic background check process and forms.
- Review and complete the necessary disclosures and authorization forms to give your consent to the background check.
- NOTE: Please have available the last 7 years of address history; Employer Name, Employer Contact Email & Phone number (if known); Professional Reference(s) Name, Professional Reference Email and Phone Number(s) (if known)
- Fill out the background application.
- Submit your information.

Do not click the back button on the web browser during this process. You will have the opportunity to edit the information you provide before submitting your questionnaire.

**Continue**

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## ESIGN Act Disclosure and Consent

Pursuant to the Electronic Signatures in Global and National Commerce Act ("ESIGN Act") and the Uniform Electronic Transaction Act (UETA) the following ESIGN Act Disclosure and Consent explains how the background screening process will be conducted electronically by Accurate C&S Services Inc. (Accurate Screens) ("CRA"). After reviewing this Disclosure and Consent you can agree to proceed electronically by selecting the "I agree" checkbox and clicking the Continue button below. If you do not wish to proceed electronically, select "I do NOT agree" and click the Continue button to receive further instructions.

### Electronic Delivery of Disclosures, Notices and Letters

- By operating in an electronic environment you agree to receive, access, sign, and submit documents necessary to complete the background screening process and investigation electronically.
- You consent to the use of electronic records and signatures in connection with your background investigation through Accurate C&S Services Inc. (Accurate Screens) and therefore you will receive any federal and state disclosures including, but not limited to, the disclosure and authorization, state law notices and disclosures, and any adverse action letters, electronically.
- You may choose to not use electronic records and may instead choose to have the documents necessary to complete your background investigation provided on paper or in non-electronic form; as well as the receipt of any disclosures, notices, and letters in non-electronic form. Doing so will delay completion of your background investigation and a fee may apply. [Insert any fees fee if someone doesn't want to proceed electronically] To complete the background screening process in non-electronic form please contact Accurate C&S Services Inc. (Accurate Screens) at Phone: 877-773-0773, Fax: 877-773-0773 for further instructions.
- If, after consenting to the use of electronic records you would like to obtain a paper copy of any electronic record(s) please contact Accurate C&S Services Inc. (Accurate Screens) at Phone: 877-773-0773, Fax: 877-773-0773. A fee may apply.

### Hardware and Software Requirements to Access and Retain Electronic Information

In order to access and retain electronic records you must have (i) a personal computer or other device which is capable of accessing the Internet. You will need a current and updated internet web browser. Versions of Chrome, Firefox, Safari, and Microsoft Edge browsers released within the last two years are supported; and (ii) you must have software which permits you to receive and access Portable Document Format or "PDF" files, such as a current or recent version of Adobe Acrobat Reader."

### Updating Contact Information and Withdrawal of Electronic Acceptance

- You may always update your contact information by contacting Accurate C&S Services Inc. (Accurate Screens) at Phone: 877-773-0773, Fax: 877-773-0773.
- If you choose to proceed with the use of electronic records please note that you may withdraw your consent to the records being provided or made available in an electronic form at a later time by contacting Accurate C&S Services Inc. (Accurate Screens), at Phone: 877-773-0773, Fax: 877-773-0773.

### Consent to Electronic Records

Do you agree to conduct the background screening process electronically through Accurate C&S Services Inc. (Accurate Screens)?

- 
- ☒ I,  (type full name), consent to transacting electronically, including receiving legally required notices electronically. I understand that Accurate C&S Services Inc. (Accurate Screens) uses computer technology to ensure that my signed documents are not altered after submission. I agree to allow Accurate C&S Services Inc. (Accurate Screens) to validate my signed documents in this way.
- 
- ☐ I,  (type full name), do not wish to electronically sign my documents. Rather, I prefer to print out and sign paper versions of the documents and return them by mail or in person to the Company. I understand this may delay the selection process with the Company.
- 

[Continue](#)

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APPLICABLE JURISDICTIONS

Please provide the following information.

I certify that I am an individual seeking prospective or continued employment to work in:

Employment state \*

California

Employment county \*

Alameda

I certify that I am a resident of:

Residence state \*

California

Residence county \*

Alameda

Continue



NOTICE REGARDING BACKGROUND CHECKS  
PER CALIFORNIA LAW

TEST COMPANY, (the "Company") will obtain an investigative consumer report, as that term is defined under California law, about you for employment purposes. These purposes may include hiring, promotion, retention or reassignment. The report(s) may contain information about your character, general reputation, personal characteristics, and mode of living.

The nature and scope of the investigation may include information related to criminal information or history, social security verification, motor vehicle records ("driving records"), social media, and verification of your education or employment history, and the reports will be used for a background check for employment purposes.

The investigation will be conducted by Accurate C&S Services Inc. (Accurate Screens), Phone: 877-773-0773, Fax: 877-773-0773, 8105 Edgewater Dr., 225, Oakland, CA 94621. Information about Accurate C&S Services Inc. (Accurate Screens) privacy practices can be viewed at <http://AccurateScreens.com>.

AUTHORIZATION

By signing below, I hereby authorize the obtaining of investigative consumer reports by the Company at any time after receipt of this authorization.

I understand that the scope of my authorization is not limited to the present and, if I am hired, will continue throughout the course of my employment and allow the Company to conduct future screenings for retention, promotion, or reassignment, as permitted by law and unless revoked by me in writing. NOTE: We recommend you consult with legal counsel regarding the permissibility and use of "evergreen consent" language when requesting investigative consumer reports under California's Investigative Consumer Reporting Agencies Act (CA Civ. Code § 1786.16(a)(2)).

☐ Check the box if you would like to receive a copy of the investigative consumer report, free of charge, if one is obtained by the Company.

California Residents or Employees - this summary of the provisions of California Civil Code § 1786.22 is being provided to you pursuant to state law.

Your employer intends to obtain information about you from an investigative consumer reporting agency (ICRA), as defined under California law, for employment purposes. Under California law you are entitled to visually inspect all files maintained about you by an ICRA, such as Accurate C&S Services Inc. (Accurate Screens), 8105 Edgewater Dr., 225, Oakland, CA 94621, Phone: 877-773-0773, Fax: 877-773-0773, upon request and presentation of proper identification during normal business hours and on reasonable notice as follows:

- **In person.** You may request a copy of your file. The ICRA may charge you for the actual copying costs associated with providing you with a copy of your file.
- **By telephone.** A summary of all information contained in the ICRA's file about you will be provided to you via telephone, if you have made a written request for telephone disclosure, and the toll charge, if any, for the telephone call is prepaid by or charged directly to you.
- **By certified mail.** You may make a written request for copies to be sent to a specified addressee. ICRA's complying with requests for certified mailings shall not be liable for disclosures to third parties caused by mishandling of mail after such mailings leave the ICRA.

"Proper identification" includes documents such as a valid driver's license, social security account number, military identification card, and credit cards. Only if you cannot identify yourself with such information may the ICRA require additional information concerning your employment and personal or family history in order to verify your identity.

The ICRA will provide trained personnel to explain any information furnished to you and will provide a written explanation of any coded information contained in files maintained on you. This written explanation will be provided whenever a file is provided to you for visual inspection.

You may be accompanied by one other person of your choosing, who must furnish reasonable identification. An ICRA may require you to furnish a written statement granting permission to the ICRA to discuss your file in such person's presence.

Residentes de los Empleados en California - esta muestra del sumario de los derechos bajo la ley del Estado de California en el código civil § 1786.22 es para que usted entienda sus derechos.

Su empleador va a conseguir información sobre usted de una agencia de reporte del consumidor, bajo las leyes del Estado de California, para uso en su empleo. Bajo las leyes del Estado de California, Usted tiene derecho, presentando previamente la identificación correcta (\*), a que un investigador de la Agencia de Reporte del Consumidor ("CRA") le suministre la información que está en su archivo y esto se hace de la siguiente manera:

- **En persona.** La inspección visual de su archivo se hace en persona, durante horas hábiles y se debe solicitar, presentando en un período razonable, una notificación previa a su visita. Usted puede venir acompañado de la persona que usted desee, la cual debe presentar identificación personal válida. El CRA puede pedirle por escrito permiso para que el CRA pueda discutir su archivo en presencia de dicho acompañante.
- **Por teléfono.** Si desea obtener la información del sumario vía telefónica y usted la ha requerido por escrito y acompañada de la identificación correcta, el costo de la llamada estará bajo su responsabilidad, ya sea que esta sea prepagada o que se le cargue a usted directamente.
- **Por correo certificado.** Si usted pide por escrito que le envíen una copia por correo, a la dirección que usted indique, usted debe presentar previamente la identificación correcta y esta le será enviada por correo certificado. Si el CRA accede a dicho requerimiento de envío por correo certificado, el CRA no se hace responsable por la revelación de la información a terceras personas, causado por el mal manejo del correo después de que este haya salido de las instalaciones del CRA.

El CRA no le cobrará más de lo que actualmente se cobra por dar una copia de su archivo personal. El CRA cuenta con personal entrenado para explicar cualquier información que se suministre. El CRA explicará por escrito cualquier información codificada contenida en sus archivos personales.

Si usted elige la inspección visual del archivo bajo la opción 1 arriba mencionada, esta explicación por escrito se proveerá cuando el archivo le sea entregado.

(\*) El término de IDENTIFICACIÓN CORRECTA, significa generalmente que la identificación suministrada se considera suficiente y veraz para reconocer a una persona. Tal información incluye documentos tales como la Licencia de Conducir, Número del Seguro Social, Tarjeta Militar y Tarjetas de Crédito.

Solamente, si el consumidor no se puede identificar correctamente con alguna de las opciones anteriores, entonces el investigador del CRA pedirá información adicional relacionada con su empleo o su historia personal o familiar para verificar su identidad.

☐ Marque esta casilla si desea recibir una copia de un informe de investigación del consumidor sin cargo si la Compañía obtiene uno siempre que tenga derecho a recibir dicha copia según la ley de California.

Acknowledgment

☒ I acknowledge receipt of the CALIFORNIA NOTICE AND AUTHORIZATION FOR INVESTIGATIVE CONSUMER REPORTS and certify that I have read and understand this document.

Continue



## DISCLOSURE REGARDING BACKGROUND INVESTIGATION

TEST COMPANY, the "Company," may obtain information about you from a third party consumer reporting agency for employment purposes. Thus, you may be the subject of a "consumer report" which may include information about your character, general reputation, personal characteristics, and/or mode of living. These reports may contain information regarding your criminal history, social security verification, motor vehicle records ("driving records"), verification of your education or employment history (including income), or other background checks.

You have the right, upon written request made within a reasonable time, to request whether a consumer report has been run about you and to request a copy of your report. These searches will be conducted by Accurate C&S Services Inc. (Accurate Screens), Phone: 877-773-0773, Fax: 877-773-0773, <http://AccurateScreens.com>. To the extent permitted by law, the Company may obtain consumer reports from any outside organization throughout the course of your employment.

[End of DISCLOSURE REGARDING BACKGROUND INVESTIGATION]

### Acknowledgment

- ☒ I acknowledge receipt of the Consumer Report (CR) Disclosure and certify that I have read and understand this document.

Continue





## DISCLOSURE FOR INVESTIGATIVE CONSUMER REPORT

TEST COMPANY, Company, may request an investigative consumer report about you from a third party consumer reporting agency, in connection with your employment or application for employment. An "investigative consumer report" is a background report that includes information from personal interviews (except in California, where that term includes background reports with or without information obtained from personal interviews). The most common form of an investigative consumer report in connection with your employment is a reference check through personal interviews with sources such as your former employers and associates, and other information sources. The investigative consumer report may contain information concerning your character, general reputation, personal characteristics, mode of living, or income verification. You may request more information about the nature and scope of an investigative consumer report, if any, by contacting the Company.

If adverse action is taken resulting from information obtained, in whole or in part, from an investigative consumer report from a consumer reporting agency, you will have the option to receive a copy of the report from Accurate C&S Services Inc. (Accurate Screens), 8105 Edgewater Dr., 225, Oakland, CA 94621, <http://AccurateScreens.com>. Accurate C&S Services Inc. (Accurate Screens) can be contacted at <http://AccurateScreens.com> or by phone/fax at Phone: 877-773-0773, Fax: 877-773-0773.

[End of DISCLOSURE FOR INVESTIGATIVE CONSUMER REPORT]

### Acknowledgment

- ☒ I acknowledge receipt of the Investigative Consumer Report (ICR) Disclosure and certify that I have read and understand this document.

Continue





Para información en español, visite [www.consumerfinance.gov/learnmore](http://www.consumerfinance.gov/learnmore) o escriba a la Consumer Financial Protection Bureau, 1700 G Street N.W., Washington, DC 20552.

A Summary of Your Rights Under the Fair Credit Reporting Act

The federal Fair Credit Reporting Act (FCRA) promotes the accuracy, fairness, and privacy of information in the files of consumer reporting agencies. There are many types of consumer reporting agencies, including credit bureaus and specialty agencies (such as agencies that sell information about check-writing histories, medical records, and rental history records). Here is a summary of your major rights under the FCRA. For more information, including information about additional rights, go to [www.consumerfinance.gov/learnmore](http://www.consumerfinance.gov/learnmore) or write to: Consumer Financial Protection Bureau, 1700 G Street N.W., Washington, DC 20552.

- **You must be told if information in your file has been used against you.** Anyone who uses a credit report or another type of consumer report to deny your application for credit, insurance, or employment - or to take another adverse action against you - must tell you, and must give you the name, address, and phone number of the agency that provided the information.
- **You have the right to know what is in your file.** You may request and obtain all the information about you in the files of a consumer reporting agency (your "file disclosure"). You will be required to provide proper identification, which may include your Social Security number. In many cases, the disclosure will be free. You are entitled to a free file disclosure if:
  - a person has taken adverse action against you because of information in your credit report;
  - you are the victim of identity theft and place a fraud alert in your file;
  - your file contains inaccurate information as a result of fraud;
  - you are on public assistance;
  - you are unemployed but expect to apply for employment within 60 days.In addition, all consumers are entitled to one free disclosure every 12 months upon request from each nationwide credit bureau and from nationwide specialty consumer reporting agencies. See [www.consumerfinance.gov/learnmore](http://www.consumerfinance.gov/learnmore) for additional information.
- **You have the right to ask for a credit score.** Credit scores are numerical summaries of your credit-worthiness based on information from credit bureaus. You may request a credit score from consumer reporting agencies that create scores or distribute scores used in residential real property loans, but you will have to pay for it. In some mortgage transactions, you will receive credit score information for free from the mortgage lender.
- **You have the right to dispute incomplete or inaccurate information.** If you identify information in your file that is incomplete or inaccurate, and report it to the consumer reporting agency, the agency must investigate unless your dispute is frivolous. See [www.consumerfinance.gov/learnmore](http://www.consumerfinance.gov/learnmore) for an explanation of dispute procedures.
- **Consumer reporting agencies must correct or delete inaccurate, incomplete, or unverifiable information.** Inaccurate, incomplete, or unverifiable information must be removed or corrected, usually within 30 days. However, a consumer reporting agency may continue to report information it has verified as accurate.
- **Consumer reporting agencies may not report outdated negative information.** In most cases, a consumer reporting agency may not report negative information that is more than seven years old, or bankruptcies that are more than 10 years old.
- **Access to your file is limited.** A consumer reporting agency may provide information about you only to people with a valid need - usually to consider an application with a creditor, insurer, employer, landlord, or other business. The FCRA specifies those with a valid need for access.
- **You must give your consent for reports to be provided to employers.** A consumer reporting agency may not give out information about you to your employer, or a potential employer, without your written consent given to the employer. Written consent generally is not required in the trucking industry. For more information, go to [www.consumerfinance.gov/learnmore](http://www.consumerfinance.gov/learnmore).
- **You may limit "pre-screened" offers of credit and insurance you get based on information in your credit report.** Unsolicited "pre-screened" offers for credit and insurance must include a toll-free phone number you can call if you choose to remove your name and address from the list these offers are based on. You may opt out with the nationwide credit bureaus at 1-888-5-OPTOUT (1-888-567-6888).
- The following FCRA right applies with respect to nationwide consumer reporting agencies:

Consumers Have the Right To Obtain a Security Freeze

You have a right to place a "security freeze" on your credit report, which will prohibit a consumer reporting agency from releasing information in your credit report without your express authorization. The security freeze is designed to prevent credit, loans, and services from being approved in your name without your consent. However, you should be aware that using a security freeze to take control over who gets access to the personal and financial information in your credit report may delay, interfere with, or prohibit the timely approval of any subsequent request or application you make regarding a new loan, credit, mortgage, or any other account involving the extension of credit.

As an alternative to a security freeze, you have the right to place an initial or extended fraud alert on your credit file at no cost. An initial fraud alert is a 1-year alert that is placed on a consumer's credit file. Upon seeing a fraud alert display on a consumer's credit file, a business is required to take steps to verify the consumer's identity before extending new credit. If you are a victim of identity theft, you are entitled to an extended fraud alert, which is a fraud alert lasting 7 years.

A security freeze does not apply to a person or entity, or its affiliates, or collection agencies acting on behalf of the person or entity, with which you have an existing account that requests information in your credit report for the purposes of reviewing or collecting the account. Reviewing the account includes activities related to account maintenance, monitoring, credit line increases, and account upgrades and enhancements.

- **You may seek damages from violators.** If a consumer reporting agency, or, in some cases, a user of consumer reports or a furnisher of information to a consumer reporting agency violates the FCRA, you may be able to sue in state or federal court.
- **Identity theft victims and active duty military personnel have additional rights.** For more information, visit [www.consumerfinance.gov/learnmore](http://www.consumerfinance.gov/learnmore).

States may enforce the FCRA, and many states have their own consumer reporting laws. In some cases, you may have more rights under state law. For more information, contact your state or local consumer protection agency or your state Attorney General. For information about your federal rights, contact:

| TYPE OF BUSINESS:   | CONTACT:   |
|---|--|
| 1. a. Banks, savings associations, and credit unions with total assets of over \$10 billion and their affiliates  | a. Consumer Financial Protection Bureau<br>1700 G Street N.W.<br>Washington, DC 20552  |
| b. Small offices that are not banks, savings associations, or credit unions also should list, in addition to the CFPB:  | b. Federal Trade Commission: Consumer Response Center<br>600 Pennsylvania Avenue, N.W.<br>Washington, DC 20580<br>(877) 382-4357   |
| 2. To the extent not included in item 1 above   | a. Office of the Comptroller of the Currency<br>Customer Assistance Group<br>1321 McKinney Street, Suite 3400<br>Houston, TX 77010-4650  |
| a. National banks, federal savings associations, and federal branches and federal agencies of foreign banks   | b. Federal Reserve Consumer Help Center<br>P.O. Box 1200<br>Minneapolis, MN 55480  |
| b. State member banks, branches and agencies of foreign banks (other than federal branches, federal agencies, and insured State branches of Foreign Banks), commercial lending companies owned or controlled by foreign banks, and organizations operating under section 25 or 25A of the Federal Reserve Act | c. FDIC Consumer Response Center<br>1100 Walnut Street, Box #11<br>Kansas City, MO 64105   |
| c. Nonmember insured Banks, insured State branches of Foreign Banks, and insured state savings associations   | d. National Credit Union Administration<br>Office of Consumer Financial Protection (OCFP)<br>Division of Consumer Compliance Policy and Outreach<br>1775 Duke Street<br>Alexandria, VA 22314                                   |
| d. Federal Credit Unions  | Asst. General Counsel for Aviation Enforcement & Proceedings<br>Aviation Consumer Protection Division<br>Department of Transportation<br>1200 New Jersey Avenue, S.E.<br>Washington, DC 20590                                  |
| 3. Air carriers   | Office of Proceedings, Surface Transportation Board<br>Department of Transportation<br>365 L Street, S.W.<br>Washington, DC 20423  |
| 4. Creditors Subject to the Surface Transportation Board  | Nareed Pickens and Stockyards Administration area supervisor<br>Associate Deputy Administrator for Capital Access<br>United States Small Business Administration<br>405 Third Street, S.W., Suite 8250<br>Washington, DC 20415 |
| 5. Creditors Subject to the Packers and Stockyards Act, 1921  | Securities and Exchange Commission<br>100 F Street, N.E.<br>Washington, DC 20549   |
| 6. Small Business Investment Companies  | Farm Credit Administration<br>1601 Farm Credit Drive<br>Moline, IL 61701-0001  |
| 7. Brokers and Dealers  | Federal Trade Commission: Consumer Response Center<br>600 Pennsylvania Avenue, N.W.<br>Washington, DC 20580<br>(877) 382-4357  |
| 8. Federal Land Banks, Federal Land Bank Associations, Federal Intermediate Credit Banks, and Production Credit Associations  |  |
| 9. Retailers, Finance Companies, and All Other Creditors Not Listed Above   |  |

Acknowledgment  
☒ I acknowledge receipt of the Summary of Your Rights Under the Fair Credit Reporting Act (FCRA) and certify that I have read and understand this document.

Continue



AUTHORIZATION  
FOR BACKGROUND CHECK

I acknowledge receipt of the separate document(s) entitled FCRA DISCLOSURE REGARDING BACKGROUND INVESTIGATION and the disclosure entitled, A SUMMARY OF YOUR RIGHTS UNDER THE FAIR CREDIT REPORTING ACT and understand that a background check will be conducted by the Company.

I understand that the scope of my authorization is not limited to the present and, if I am hired, will continue throughout the duration of my employment and allow the Company to conduct future screenings for retention, promotion or reassignment, as permitted by law and unless revoked by me in writing.

I hereby authorize the obtaining of consumer reports by the Company at any time after receipt of this authorization. To this end, I authorize any law enforcement agency, administrator, state or federal agency, institution, school or university (public or private), information service bureau, employer, or insurance company to furnish any and all background information requested by Accurate C&S Services Inc. (Accurate Screens) and/or the Company.

I understand that by typing my name and the last four digits of my Social Security Number or User ID, and clicking on the "SIGN ACKNOWLEDGMENT" button below, this represents my electronic signature, dated as of when I click on the "SIGN ACKNOWLEDGMENT" button, and that by doing so:

- I acknowledge I may request a hard copy of this Disclosure and Authorization form after agreeing to the background check electronically by calling Accurate C&S Services Inc. (Accurate Screens), at Phone: 877-773-0773, Fax: 877-773-0773

Agreement

I agree:

Last 4 of your social security number

Please note: the last four digits of your SSN may be required at a later time for verification purposes.

Sign Acknowledgment



Applicant

TEST COMPANY - TEST\_DART +Edu +Ref Non DOT / Non Safety-Sensitive  
Applicant

Please provide your **legal name** as shown on your driver's license or other government issued identification.

\* Last Name: JOHN \* First Name: JOHNSON \* Middle Name:  Generation: - \* SSN: 987-65-1234 \* Confirm SSN: 987-65-1234 \* DOB: JAN 1, 1990

☒ I certify that I do not  
have a Middle Name

\* Phone Number:

5101234567

+ Former Name/Alias

Cancel

Next →

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Applicant Address

TEST COMPANY - TEST\_DART +Edu +Ref Non DOT / Non Safety-Sensitive  
Applicant

Please provide 7 years of address history.

Current Address

Current Address

United States of America

1234 HOME ROAD

94621

OAKLAND

CA

\* Move-In Date

DEC 31, 2022

Previous Address

Previous Address

United States of America

321 LIVING STREET

94621

OAKLAND

CA

\* Move-In Date

JAN 1, 2009

\* Move-Out Date

DEC 31, 2022

+ Previous Address

Cancel

Next →



Employment Verification - Applicant

TEST COMPANY - TEST\_DART +Edu +Ref Non DOT / Non Safety-Sensitive  
Applicant

Ordering Instructions:  
Include two most recent employers:  
- Date of Hire  
- Date of Termination  
- Last Position Held  
- Eligibility for rehire

Please provide 2 previous employers.

Currently Employed? ☒ Yes ☐ No

Current Employer

|                                 |                         |                               |
|---------------------------------|-------------------------|-------------------------------|
| * May We Contact This Employer? | No                      |                               |
| * Employer                      | * Contact Phone         | * Name While at This Employer |
| GROCER PLUS                     | 5109876543              | JOHN JOHNSON MI               |
| Contact Email                   | Contact Fax             | * Start Date                  |
|                                 |                         | JAN 2020                      |
| Employer Address                | * Job Title or Position | * Supervisor                  |
| United States of America        | CLERK                   | JANE DOE                      |
| STREET ADDRESS                  |                         |                               |
| ZIP CODE                        | * CITY                  |                               |
| Additional Information          |                         | Reason for Leaving            |
|                                 |                         |                               |

+ Add Current Employer

Previous Employer

|                                 |                         |                               |
|---------------------------------|-------------------------|-------------------------------|
| * May We Contact This Employer? | Yes                     |                               |
| * Employer                      | * Contact Phone         | * Name While at This Employer |
| FIRST JOB INC                   | 4151234567              | JOHN JOHNSON MI               |
| Contact Email                   | Contact Fax             | * Start Date                  |
|                                 |                         | DEC 2015                      |
| Employer Address                | * Job Title or Position | * End Date                    |
| United States of America        | CASHIER                 | JAN 2020                      |
| STREET ADDRESS                  | * Supervisor            |                               |
| ZIP CODE                        | JOHN SMITH              |                               |
| * CITY                          |                         |                               |
| Additional Information          |                         | Reason for Leaving            |
|                                 |                         | NEW JOB                       |

+ Add Previous Employer

Cancel

Next →

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### Professional Reference Verification

TEST COMPANY - TEST\_DART +Edu +Ref Non DOT / Non Safety-Sensitive  
Applicant

|                     |            |         |                       |          |
|---------------------|------------|---------|-----------------------|----------|
| * Name of Reference | Joe Clean  |         | * Relationship        | Coworker |
| * Phone             | 4153456789 | Fax     | (###) ###-####        |          |
|                     |            | * Email | joeclean@fakemail.com |          |
| Comments            |            |         |                       |          |
| <div></div>         |            |         |                       |          |

+ Another Reference

Cancel

Next →

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### Education Verification

TEST COMPANY - TEST\_DART +Edu +Ref Non DOT / Non Safety-Sensitive  
Applicant

Order Entry step 5 of 7

|                         |                   |               |                             |              |             |          |     |  |
|-------------------------|-------------------|---------------|-----------------------------|--------------|-------------|----------|-----|--|
| * Name of Institution   | LOCAL HIGH SCHOOL |               | * Name Used While Attending | JOHN JOHNSON |             |          |     |  |
| Registrar Phone         | ###-###-####      | Registrar Fax | * Start Date                | SEP 2004     | * End Date  | JUN 2009 |     |  |
| Registrar's Email       |                   |               | * Degree Claimed            | HIGH SCHOOL  | Degree Date | MM/YYYY  | GPA |  |
| * Institution's Address | 1234 PRINCETON    |               | Major                       |              |             |          |     |  |
|                         | 94621             | OAKLAND       | CA                          | Honors       |             |          |     |  |
| Additional Information  |                   |               |                             |              |             |          |     |  |
| <div></div>             |                   |               |                             |              |             |          |     |  |

+ Another Institution

Cancel

Next →

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Instant Driving Records

TEST COMPANY - TEST\_DART +Edu +Ref Non DOT / Non Safety-Sensitive  
Applicant

Ordering Instructions:  
State of Residence

\* License Number:

\* Issuing State:  
 ▼

+ Another License

Cancel

Next →

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Application Summary

TEST COMPANY - TEST\_DART +Edu +Ref Non DOT / Non Safety-Sensitive Applicant

Please review your information for accuracy. If you would like to make changes, please click "Edit" (✎) next to an item. When you are finished, click the "Submit" button.

Applicant: ✎      JOHNSON JOHN  
                                 (987-65-1234, 01/01/1990)

Current Address: ✎      1234 HOME ROAD  
                                 OAKLAND, CA 94621

Other Addresses: ✎      321 LIVING STREET  
                                 OAKLAND, CA 94621

| Search Summary for TEST_DART +Edu +Ref Non DOT / Non Safety-Sensitive Applicant |  |
|---|--|
|   |  |
|   |  |
|   |  |
|   |  |
| Employment Verification ✎   | GROCEr PLUS CLERK<br>FIRST JOB INC CASHIER |
| Professional Reference Verification ✎   | JOE CLEAN                                  |
| Education Verification ✎  | LOCAL HIGH SCHOOL                          |
| Instant Driving Records ✎   | California D1234567                        |

Application Notes



Confirmation

Attention: Your application is not yet complete. Please read to the bottom of this page for the section on Additional Information.

Thank you for completing your online background questionnaire. Your confirmation number is **1332**. You may be asked for it if you need to contact TEST COMPANY at some future time. If you would like to print a copy of your Authorization or your Confirmation, please click on the appropriate button. If you have any questions regarding your consumer report, please contact our Consumer Report Agency (CRA), Accurate C&S Services Inc. (Accurate Screens).

|  |  |
|--|--|
| <b>TEST COMPANY</b><br>1234 Main St<br>Aliquippa, PA 15001 | <b>Accurate C&amp;S Services Inc. (Accurate Screens)</b><br>8105 Edgewater Dr.<br>225<br>Oakland, CA 94621<br>Phone: 877-773-0773<br>Fax: 877-773-0773 |
|--|--|

Print Authorization

Print Confirmation

Additional Information

Your PIN is the last 4 digits of your SSN or the user PIN you used when completing the authorization.

Based on the information you provided you must complete one or more additional forms. You can access the forms and instructions through the applicant portal.

**Important:** Please save your file number and PIN. Access to the applicant portal requires both. Your file number may have been provided to you as a reference number or a confirmation number. Linking from this page will sign you in automatically, but your file number and PIN will be required for all future access.

Applicant Portal





ACCURATE SCREENS  
SCREENING FOR A SAFER WORKPLACE

Documents 3

Logout

Documents

JOHNSON JOHN

#1332

The following list of form(s) or documents are needed to complete the consumer reports requested by Accurate C&S Services Inc. (Accurate Screens). If you are on public computer, be sure to close the web browser after uploading any forms or documents.

Required Forms and Documents

1. Drivers License - Front Image Upload

To complete your background check questionnaire, you are required to submit the front image of your drivers license. Please upload the front image of your valid drivers license below.

If you have any questions, please reach out to Accurate C&S Services Inc. (Accurate Screens)  
8105 Edgewater Dr.  
Suite 225  
Oakland, CA 94621  
Phone: 877-773-0773  
Fax: 877-773-0773  
http://AccurateScreens.com

Thank you,

TEST COMPANY  
1234 Main St  
Aliquippa, PA 15001  
Phone:  
TEST COMPANY

Max file size: 5MB

Upload

2. Drivers License - Back Image Upload

To complete your background check questionnaire, you are required to submit the back image of your drivers license. Please upload the back image of your valid drivers license below.

If you have any questions, please reach out to Accurate C&S Services Inc. (Accurate Screens)  
8105 Edgewater Dr.  
Suite 225  
Oakland, CA 94621  
Phone: 877-773-0773  
Fax: 877-773-0773  
http://AccurateScreens.com

Thank you,

TEST COMPANY  
1234 Main St  
Aliquippa, PA 15001  
Phone:  
TEST COMPANY

Max file size: 5MB

Upload

3. Social Security Number Card Upload

To complete your background check questionnaire, you are required to submit the a copy of your Social Security Number (SSN) card. Please upload the SSN card image below.

If you have any questions, please reach out to Accurate C&S Services Inc. (Accurate Screens)  
8105 Edgewater Dr.  
Suite 225  
Oakland, CA 94621  
Phone: 877-773-0773  
Fax: 877-773-0773  
http://AccurateScreens.com

Thank you,

TEST COMPANY  
1234 Main St  
Aliquippa, PA 15001  
Phone:  
TEST COMPANY

Max file size: 5MB

Upload

5.1.3 EXPLAIN THE OPERATING REQUIREMENTS OF THE CUSTOMER’S STAFF.

The following operating requirements apply to the customer’s staff to ensure a smooth and compliant screening process:

December 27,  
2024

Use or disclosure of data contained on this page is subject to the restriction on the title  
page of this proposal.

Page 33

Page 49 of RFP



## **Accurate and Complete Information:**

### **5.1.4 PROVIDE AN EXAMPLE ORDER SCHEDULE OVERVIEW EXPLAINING TURNAROUND TIME.**

1. The client orders the background screening via the portal.
2. The donor completes the authorization forms and background screening questionnaire.
3. Accurate begins the background screening.
  - a. Accurate submits an automated search of the database for records.
  - b. Accurate contacts the court/employer/educational institution for the records.
  - c. Accurate submits an order to our vetted FCRA compliant vendors for search results.
4. Results are reported in the background screening portal

### **5.1.5 EXPLAIN WHAT IS INVOLVED IN THE IMPLEMENTATION OF THE CONTRACT WITH A NEW CUSTOMER.**

#### **Onboarding/Implementation Procedures and Approvals**

Accurate Screens follows a rapid implementation approach that enables customers to quickly realize value from their investment. After a contract is fully executed, customers will be transitioned from Sales to the Professional Services team at Accurate Screens. Each customer is asked to provide a Primary Project Contact. Professional Services will work with the client contact to schedule the Project Kickoff Meeting.

-

#### **Implementation Timeline**

The implementation timeline varies based on the client environment as well as requirements. We can implement customers in as short as 2 to 4 weeks, based on usage of our platform and services. Implementations including Applicant Tracking System (ATS) integration and drug screening services typically take 4 to 6 weeks.

#### **Linked Customized Account Set Up**

Accurate's system allows for client configuration to include parent/child relationships. This hierarchy works like a pyramid, where you can create as many layers as needed, but access can only go down the chain, not up or across.

Linked accounts allow us to set up multiple users for one person at different client locations and then link them together. This user will then be able to log in with one username and password and toggle between their linked locations.

### **5.1.6 WHAT IS THE CUSTOMER EXPECTED TO PROVIDE TO FACILITATE YOUR SERVICE.**

The customer is expected to provide:



- **Candidate Information:** Complete and accurate details about the candidate, including full name, date of birth, current and past addresses, Social Security Number (or equivalent identifiers), and other necessary details specific to the screening type.
- **Screening Criteria:** Clear instructions on the scope of the background check, such as the types of records to search (e.g., criminal, employment, education) and any specific geographic or industry considerations.
- **Point of Contact:** A designated point of contact within the customer's organization to coordinate the process, resolve queries, and address any issues that may arise during the screening.
- **Compliance Guidelines:** A commitment to follow legal and ethical practices, including non-discriminatory use of screening results and compliance with data privacy laws.

### **5.1.7 IDENTIFY ANY SUBCONTRACTORS OR THIRD-PARTY SERVICES THAT WILL BE UTILIZED IN THE PERFORMANCE OF THE SERVICES.**

Accurate will not utilize any subcontractors. We may use vendors for court searches and verifications.

### **5.1.8 DESCRIBE AND CLEARLY INDICATE ANY EXCEPTIONS TO THE SPECIFICATIONS OR REQUIREMENTS FOUND IN THIS RFP.**

We do not have any exceptions to the specifications in the RFP.

#### **Adverse Event**

Another common standard in the industry is to include adverse action support. This process allows the employer to create a set of rules for adjudicating the results of reports to either pass or review the outcome. With Accurate Screens, the employer can auto-generate the pre-adverse action letter and review the information on the applicants' reports before sending out the adverse action letter. The adverse action can include a denial of an offer, refusal for a promotion, restriction from certain places within the organization, to include a few examples. With the help of the first review through Accurate Screens, the employer can spend less time with the initial reviews of the reports and will be able to easily identify the information in the report that included adverse information. This allows the employer to reduce mistakes in the process.

#### **Consumer Dispute Procedures**

In the course of providing information to our clients, we may receive communication from consumers disputing all, or part, of the information we have provided. Upon receipt of such a communication, our policy is to:

- ◆ At no charge to the consumer, re-investigate, confirm, correct and/or delete the disputed information within 30 days of our receipt of the notice of the dispute.
- ◆ Notify the information provider of the dispute with 5 days of receipt.

## User Agreement Stipulations

### Section Two Clauses: Legal and Compliance Stipulations

#### 2.7 Prescribed Notices

hereby known "Client"  
acknowledges receipt of all required notices required by the FCRA including 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.

#### 2.8 Agreement from Client

Client understands that it must have a permissible purpose for ordering information and further agrees to comply with disclosure and authorization requirements to the consumer as required by the FCRA. Client understands and agrees to comply with adverse action procedures required by the FCRA, understands the confidential nature of the information being requested and will keep it confidential when obtaining, retaining, using and destroying this confidential matter.

Client will not use consumer information in violation of any state or federal law, and client will comply with applicable laws and regulations.

Client agrees to retain copies of all written authorizations for a minimum of five (5) years from the date of inquiry, and make such written authorizations available to CRA upon request.

Client shall use each Consumer Report only for a one-time use and shall hold the report in strict confidence, and not disclose it to any third parties; provided, however, that Client may, but is not required to, disclose the report to the subject of the report only in connection with an adverse action based on the report, or as otherwise clearly required by law.

With just cause, such as violation of the terms of the Client's contract or a legal requirement, or a material change in existing legal requirements that adversely affects the Client's agreement, Accurate C&S Services Inc may, upon its election, discontinue serving the Client and cancel the agreement immediately.

## **2.9 Client Legal Responsibilities**

We advise Clients that they have specific legal requirements in the use of consumer reports and that they should consult with their legal counsel regarding specific, legal responsibilities.

## **2.11 Disclosure and Authorization**

Client understands that it must have a permissible purpose for ordering information and further agrees to comply with disclosure and authorization requirements to the consumer as required by the FCRA. We advise client that they have specific legal requirements in the use of consumer reports and that they should consult with their legal counsel regarding specific, legal responsibilities.

Client understands that we are not legal counsel and cannot provide legal advice. Client should work with counsel to develop an employment screening program specific to their needs. It is necessary for Client to work with counsel to ensure that client's policies and procedures related to the use of CRA-provided information are in compliance with applicable state and federal laws.

## **2.12 Adverse Action**

Client understands that there are legal requirements and responsibilities when taking adverse action based in whole or part on consumer reports. Client understands and agrees to comply with adverse action procedures required by the FCRA including requirements to provide a preliminary adverse action notice to consumers, along with a copy of the consumer report and A Summary of Your Rights Under the Fair Credit Reporting Act, allowing the consumer a designated period of time to contact the CRA if consumer wishes to dispute any information in the consumer report, providing CRA contact information and providing a final adverse action notice to the consumer if a final adverse employment decision is made.

We advise client that they have specific legal requirements and responsibilities regarding taking adverse action against a consumer based on a consumer report and that they should consult with their legal counsel regarding specific, legal responsibilities.

## Section Three Clauses: Client Education Stipulations

### 3.2 Legal Counsel

Client understands that the CRA, Accurate C&S Services Inc, is not legal counsel and cannot provide legal advice. Client should work with counsel to develop an employment screening program specific to their needs. It is necessary for Client to work with counsel to ensure that client's policies and procedures related to the use of CRA-provided information are in compliance with applicable legal and regulatory requirements.

### 3.4 Information Protection

Client understands the sensitive nature of consumer reports, the need to protect the information and the consumer report retention and destruction practices outlined by the FCRA and DPPA. We agree to:

- Limit dissemination of consumer information to only those with legitimate need, permissible purpose, and authorized by consumer
- Retain consumer data in a confidential manner
- Destroy data in a secure manner to make it inaccessible, unreadable, and/or unrecoverable by:
  - burning, pulverizing, or shredding,
  - destroying or erasing electronic files, and/or
  - after conducting due diligence, hire a document destruction company. In addition, paper documents containing personally identifiable information (particularly name, date of birth, and SSN) , if retained at individual desks/workstations, shall be destroyed or inaccessible no later than the end of each work day.
- Protect the privacy of consumer information which is contained in motor vehicle records, and access DMV records only with written consent of consumer.

## **Section Five Clauses: Verification Service Standards Policy and Procedures**

### **5.1 Verification Accuracy**

We have and use methods to reasonably ensure verification accuracy. Specifically, our methods include, but are not limited to:

- 1) confirmation of identity through verification of SSN, full name, and/or date of birth; and
- 2) confirmation of information source name, address, and contact information.

We provide information regarding verification accuracy to employees who are responsible for such accuracy by using various methods which may include, but are not limited to:

- o Written manuals,
- o Online manuals or instructions,
- o Classroom training
- o On-the-job training and/or availability of expert to provide assistance when needed. If classroom or on-the-job training is used, a training outline or manual is used.

We have documented, in writing, our policy and procedures used to reasonably ensure accuracy and thoroughness in the verification process.

### **5.4 Procedural Disclosures Policy and Procedure**

Our policy is to send our users information containing our general verification business practices in writing.

Specifically, prior to providing verification services, our clients are provided information regarding 1) product descriptions, 2) statement of work documents, 3) written agreements, and/or detail provided in the verification itself.

Disclosed information regarding general verification business practices includes but is not limited to: 1) number of attempts to verify information, 2) what constitutes an "attempt," 3) fees charged by the employer or service provider, and 4) standard question formats.

## **Product Description**

### **Employment Verification**

Employment Verifications verifies an individual's work history, such as company names and locations, dates, positions or titles held along with compensation (if requested and provided by the source), directly with former employers or their authorized agents.

Standard questions include candidate's full name, job title, and dates of employment (start and end date). Additional questions may include performance-related queries, behavioral aspects, and any disciplinary actions if applicable.

### **Education Verification**

Education Verification confirms a candidate's credentials by verifying that a degree, certificate or diploma was received. After an order is entered, verifiers confirm that the candidate was awarded a degree, certificate or diploma from an accredited education institution. Verifications can be conducted worldwide and are obtained either directly with an institution or from its authorized agent.

Standard is to verify highest degree obtained.

Standard questions include candidate's full name, degree or certification obtained, dates of enrollment (start and end date), date degree/certification obtained, and major or field of study. Additional questions may include honors and distinctions received and GPA.

## **Attempts**

Our policy for every verification is to record the attempts made and results of each attempt. Specifically, we record the: date and time of contact or attempted contact, the method of contact (such as phone number dialed, fax number used, email address used, address to which information was mailed, etc.), the name and title of contact, results of attempt, and the employee who made the attempt or obtained information.

Our goal is to complete two attempts per day for three days, preferably an email and phone call. If an email is unavailable, place two calls no less than 2 hours apart however, only one voicemail per day.



Client Company

Accurate C&S Services, Inc

Print Name

Print Name

Signature

Signature

Date

Date

SAMPLE

**APPENDIX A.1**  
**Pricing for TXShare Cooperative Purchase Program Participants**

PROPOSAL DISCOUNT OFFER WORKSHEET FOR RFP #2025-028

| Service Category #1: Background Check Services |             |  |
|--|-------------|--|
| Item   | Description | % Discount<br>Off Your<br>Regular Rate |

1      Service Category #1: Background Check Services

|    |
|----|
| 0% |
|----|

| Service Category #2: Other Ancillary Services |             |  |
|---|-------------|--|
| Item  | Description | % Discount<br>Off Your<br>Regular Rate |

2      Describe Services Below:

|   |  |  |
|---|--|--|
| A |  |  |
| B |  |  |
| C |  |  |

**APPENDIX A.2**  
**Service Area Designation Forms**

**EXHIBIT 3**  
**SERVICE DESIGNATION AREAS**

| <b>Texas Service Area Designation or Identification</b> |  |   |                                |
|---|--|---|--------------------------------|
| <b>Proposing Firm Name:</b>                             | Accurate C&S Services Inc  |   |                                |
| <b>Notes:</b>   | <b>Indicate in the appropriate box whether you are proposing to service the entire state of Texas</b>  |   |                                |
|   | Will service the entire state of Texas   | Will not service the entire state of Texas                                    |                                |
|   | <b>×</b>   |   |                                |
|   |  |   |                                |
|   | <b>If you are not proposing to service the entire state of Texas, designate on the form below the regions that you are proposing to provide goods and/or services to. By designating a region or regions, you are certifying that you are willing and able to provide the proposed goods and services.</b> |   |                                |
| <b>Item</b>   | <b>Region</b>  | <b>Metropolitan Statistical Areas</b>   | <b>Designated Service Area</b> |
| 1.  | North Central Texas  | 16 counties in the Dallas-Fort Worth Metropolitan area                        |                                |
| 2.  | High Plains  | Amarillo<br>Lubbock   |                                |
| 3.  | Northwest  | Abilene<br>Wichita Falls  |                                |
| 4.  | Upper East   | Longview<br>Texarkana, TX-AR Metro Area<br>Tyler                              |                                |
| 5.  | Southeast  | Beaumont-Port Arthur  |                                |
| 6.  | Gulf Coast   | Houston-The Woodlands-Sugar Land  |                                |
| 7.  | Central Texas  | College Station-Bryan<br>Killeen-Temple<br>Waco                               |                                |
| 8.  | Capital Texas  | Austin-Round Rock   |                                |
| 9.  | Alamo  | San Antonio-New Braunfels<br>Victoria   |                                |
| 10.   | South Texas  | Brownsville-Harlingen<br>Corpus Christi<br>Laredo<br>McAllen-Edinburg-Mission |                                |
| 11.   | West Texas   | Midland<br>Odessa<br>San Angelo   |                                |
| 12.   | Upper Rio Grande   | El Paso   |                                |

(Exhibit 3 continued on next page)

(Exhibit 3 continued)

| Nationwide Service Area Designation or Identification Form |   |   |                                       |                                    |                                    |   |  |
|--|---|---|---------------------------------------|------------------------------------|------------------------------------|---|--|
| <b>Proposing Firm Name:</b>                                | Accurate C&S Services Inc   |   |                                       |                                    |                                    |   |  |
| <b>Notes:</b>  | <b>Indicate in the appropriate box whether you are proposing to provide service to all Fifty (50) States.</b><br><table border="1"> <tr> <td>Will service all fifty (50) states</td> <td>Will not service fifty (50) states</td> </tr> <tr> <td style="text-align: center;">X</td> <td></td> </tr> </table>   |   |                                       | Will service all fifty (50) states | Will not service fifty (50) states | X |  |
| Will service all fifty (50) states                         | Will not service fifty (50) states  |   |                                       |                                    |                                    |   |  |
| X  |   |   |                                       |                                    |                                    |   |  |
|  | <b>If you are not proposing to service to all fifty (50) states, then designate on the form below the states that you will provide service to. By designating a state or states, you are certifying that you are willing and able to provide the proposed goods and services in those states.</b><br><br><b>If you are only proposing to service a specific region, metropolitan statistical area (MSA), or City in a State, then indicate as such in the appropriate column box.</b> |   |                                       |                                    |                                    |   |  |
| Item   | State   | Region/MSA/City<br>(write "ALL" if proposing to service entire state) | Designated<br>as a<br>Service<br>Area |                                    |                                    |   |  |
| 1.   | Alabama   |   |                                       |                                    |                                    |   |  |
| 2.   | Alaska  |   |                                       |                                    |                                    |   |  |
| 3.   | Arizona   |   |                                       |                                    |                                    |   |  |
| 4.   | Arkansas  |   |                                       |                                    |                                    |   |  |
| 5.   | California  |   |                                       |                                    |                                    |   |  |
| 6.   | Colorado  |   |                                       |                                    |                                    |   |  |
| 7.   | Connecticut   |   |                                       |                                    |                                    |   |  |
| 8.   | Delaware  |   |                                       |                                    |                                    |   |  |
| 9.   | Florida   |   |                                       |                                    |                                    |   |  |
| 10.  | Georgia   |   |                                       |                                    |                                    |   |  |
| 11.  | Hawaii  |   |                                       |                                    |                                    |   |  |
| 12.  | Idaho   |   |                                       |                                    |                                    |   |  |
| 13.  | Illinois  |   |                                       |                                    |                                    |   |  |
| 14.  | Indiana   |   |                                       |                                    |                                    |   |  |
| 15.  | Iowa  |   |                                       |                                    |                                    |   |  |
| 16.  | Kansas  |   |                                       |                                    |                                    |   |  |
| 17.  | Kentucky  |   |                                       |                                    |                                    |   |  |
| 18.  | Louisiana   |   |                                       |                                    |                                    |   |  |
| 19.  | Maine   |   |                                       |                                    |                                    |   |  |
| 20.  | Maryland  |   |                                       |                                    |                                    |   |  |

|     |                |  |  |
|-----|----------------|--|--|
| 21. | Massachusetts  |  |  |
| 22. | Michigan       |  |  |
| 23. | Minnesota      |  |  |
| 24. | Mississippi    |  |  |
| 25. | Missouri       |  |  |
| 26. | Montana        |  |  |
| 27. | Nebraska       |  |  |
| 28. | Nevada         |  |  |
| 29. | New Hampshire  |  |  |
| 30. | New Jersey     |  |  |
| 31. | New Mexico     |  |  |
| 32. | New York       |  |  |
| 33. | North Carolina |  |  |
| 34. | North Dakota   |  |  |
| 35. | Ohio           |  |  |
| 36. | Oregon         |  |  |
| 37. | Oklahoma       |  |  |
| 38. | Pennsylvania   |  |  |
| 39. | Rhode Island   |  |  |
| 40. | South Carolina |  |  |
| 41. | South Dakota   |  |  |
| 42. | Tennessee      |  |  |
| 43. | Texas          |  |  |
| 44. | Utah           |  |  |
| 45. | Vermont        |  |  |
| 46. | Virginia       |  |  |
| 47. | Washington     |  |  |
| 48. | West Virginia  |  |  |
| 49. | Wisconsin      |  |  |
| 50. | Wyoming        |  |  |

End of Exhibit 3

### **APPENDIX A.3**

**The categories awarded under this contract are listed on the following Exhibit 1.**



**EXHIBIT 1**  
**CATEGORIES SELECTED, DISCOUNTS FOR PRICING & CURRENT PUBLISHED PRICE LIST**

- **Please place a checkmark next to each Category that you are offering in your proposal:**

☒ Service Category #1: Background Check Services

☐ Service Category #2: Other Ancillary Services

- **Proposed Contractual Discounts on Pricing for Categories Offered**

For each of the categories you selected above, provide your proposed **discount** off your list price on the attached *Exhibit 1 - Proposal Discount Offer Worksheet*. You may offer tiers of discounts based on the different bid items or the sale quantity.

- **Current Published Price List for Items Offered**

For each of the bid items you wish to offer, please provide the current published list price. Please attach this information to your proposal on a separate sheet or via a weblink. Please match the Category item number from the Proposal Discount Offer Worksheet to the matching item on your current published price list.

**NOTE: The current price list will NOT be a part of your contractual obligation and may be modified at your discretion during the term of any contract that is awarded to you. You are however requested to provide us with an updated version of the current price list whenever it is updated. Only the percentage discount is contractually obligated.**

**APPENDIX B**  
**DEBARMENT CERTIFICATION**

I, Regina Jones  
(Name of certifying official)

being duly sworn or under penalty of perjury under the laws of the United States, certifies that neither

Accurate C&S Services, Inc.,  
(Name of lower tier participant)

nor its principals are presently:

- debarred, suspended, proposed for debarment,
- declared ineligible,
- or voluntarily excluded from participation in this transaction by any federal department or agency

Where the above identified lower tier participant is unable to certify any of the above statements in this certification, such prospective participant shall indicate below to whom the exception applies, the initiating agency, and dates of action.

Exceptions will not necessarily result in denial of award but will be considered in determining contractor responsibility. Providing false information may result in criminal prosecution or administrative sanctions.

**EXCEPTIONS:**



|                                  |            |
|----------------------------------|------------|
| Signature of Certifying Official | CEO        |
| Title                            |            |
| Date of Certification            | 06/03/2025 |

## **APPENDIX C**

### **RESTRICTIONS ON LOBBYING**

Section 319 of Public Law 101-121 prohibits recipients of federal contracts, grants, and loans exceeding \$100,000 at any tier under a federal contract from using appropriated funds for lobbying the Executive or Legislative Branches of the federal government in connection with a specific contract, grant, or loan. Section 319 also requires each person who requests or receives a federal contract or grant in excess of \$100,000 to disclose lobbying.

No appropriated funds may be expended by the recipient of a federal contract, loan, or cooperative agreement to pay any person for influencing or attempting to influence an officer or employee of any federal executive department or agency as well as any independent regulatory commission or government corporation, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered federal actions: the awarding of any federal contract, the making of any federal grant, the making of any federal loan the entering into of any cooperative agreement and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

As a recipient of a federal grant exceeding \$100,000, NCTCOG requires its subcontractors of that grant to file a certification, set forth in Appendix B.1, that neither the agency nor its employees have made, or will make, any payment prohibited by the preceding paragraph.

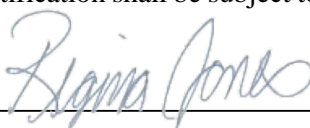
Subcontractors are also required to file with NCTCOG a disclosure form, set forth in Appendix B.2, if the subcontractor or its employees have made or have agreed to make any payment using nonappropriated funds (to include profits from any federal action), which would be prohibited if paid for with appropriated funds.

## **LOBBYING CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS**

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

- (1) No federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension continuation, renewal amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

  
\_\_\_\_\_  
Signature

CEO

\_\_\_\_\_  
Title

Accurate C&S Services, Inc.

\_\_\_\_\_  
Agency

06/03/2025

\_\_\_\_\_  
Date

## APPENDIX D ATTESTATION OF CONTRACTS NULLIFYING ACTIVITY

The following provisions are mandated by Federal and/or State of Texas law. Failure to certify the following will result in disqualification of consideration for contract. Entities or agencies that are not able to comply with the following will be ineligible for consideration of contract award.

### **D-1: PROHIBITED TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT CERTIFICATION**

This Contract is subject to the Public Law 115-232, Section 889, and 2 Code of Federal Regulations (CFR) Part 200, including §200.216 and §200.471, for prohibition on certain telecommunications and video surveillance or equipment.

Public Law 115-232, Section 889, identifies that restricted telecommunications and video surveillance equipment or services (e.g. phones, internet, video surveillance, cloud servers) include the following:

- A) Telecommunications equipment that is produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliates of such entities).
- B) Video surveillance and telecommunications equipment produced by Hytera Communications Corporations, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliates of such entities).
- C) Telecommunications or video surveillance services used by such entities or using such equipment.
- D) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, Director of the National Intelligence, or the Director of the Federal Bureau of Investigation reasonably believes to be an entity owned or controlled by the government of a covered foreign country.

The entity identified below, through its authorized representative, hereby certifies that no funds under this Contract will be obligated or expended to procure or obtain telecommunication or video surveillance services or equipment or systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as a critical technology as part of any system prohibited by 2 CFR §200.216 and §200.471, or applicable provisions in Public Law 115-232 Section 889.

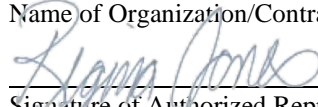
#### **Check one of the following:**

☒ The Contractor or Subrecipient hereby certifies that it does comply with the requirements of 2 CFR §200.216 and §200.471, or applicable regulations in Public Law 115-232 Section 889.

**-OR-**

☐ The Contractor or Subrecipient hereby certifies that it cannot comply with the requirements of 2 CFR §200.216 and §200.471, or applicable regulations in Public Law 115-232 Section 889.

\_\_\_\_\_  
Name of Organization/Contractor

  
\_\_\_\_\_  
Signature of Authorized Representative

Regina Jones

\_\_\_\_\_  
Printed/Typed Name and Title of Authorized Representative

06/03/2025

\_\_\_\_\_  
Date

## **D-2: DISCRIMINATION AGAINST FIREARMS ENTITIES OR FIREARMS TRADE ASSOCIATIONS**

This contract is subject to the Texas Local Government Code chapter 2274, Subtitle F, Title 10, prohibiting contracts with companies who discriminate against firearm and ammunition industries.

TLGC chapter 2274, Subtitle F, Title 10, identifies that “discrimination against a firearm entity or firearm trade association” includes the following:

- A) means, with respect to the entity or association, to:
  - I. refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association; and
  - II. refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or
  - III. terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association.
- B) An exception to this provision excludes the following:
  - I. contracts with a sole-source CONTRACTOR; or
  - II. the government entity does not receive bids from companies who can provide written verification.

The entity identified below, through its authorized representative, hereby certifies that they have no practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and that they will not discriminate during the term of the contract against a firearm entity or firearm trade association as prohibited by Chapter 2274, Subtitle F, Title 10 of the Texas Local Government Code.

### **Check one of the following:**

☒ The Contractor or Subrecipient hereby certifies that it does comply with the requirements of Chapter 2274, Subtitle F, Title 10.

**-OR-**

☐ The Contractor or Subrecipient hereby certifies that it cannot comply with the requirements of Chapter 2274, Subtitle F, Title 10.

Accurate C&S Services, Inc.

Name of Organization/Contractor

Regina Jones  
Signature of Authorized Representative

Regina Jones

Printed/Typed Name and Title of Authorized Representative

06/03/2025

Date

### D-3: BOYCOTTING OF CERTAIN ENERGY COMPANIES

This contract is subject to the Texas Local Government Code chapter 809, Subtitle A, Title 8, prohibiting contracts with companies who boycott certain energy companies.

TLGC chapter Code chapter 809, Subtitle A, Title 8, identifies that “boycott energy company” means, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company:

- I. engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; and
- II. does business with a company described by paragraph (I).

The entity identified below, through its authorized representative, hereby certifies that they do not boycott energy companies, and that they will not boycott energy companies during the term of the contract as prohibited by Chapter 809, Subtitle A, Title 8 of the Texas Local Government Code.

**Check one of the following:**

☒ The Contractor or Subrecipient hereby certifies that it does comply with the requirements of Chapter 809, Subtitle A, Title 8.

**-OR-**

☐ The Contractor or Subrecipient hereby certifies that it cannot comply with the requirements of Chapter 809, Subtitle A, Title 8.

Accurate C&S Services, Inc.

\_\_\_\_\_  
Name of Organization/Contractor

  
\_\_\_\_\_  
Signature of Authorized Representative

CEO

\_\_\_\_\_  
Printed/Typed Name and Title of Authorized Representative

06/03/2025

\_\_\_\_\_  
Date

## APPENDIX E

### NCTCOG FEDERAL AND STATE OF TEXAS REQUIRED PROCUREMENT PROVISIONS

The following provisions are mandated by Federal and/or State of Texas law. Failure to certify the following will result in disqualification of consideration for contract. Entities or agencies that are not able to comply with the following will be ineligible for consideration of contract award.

#### REQUIRED 2 CFR 200 CLAUSES

##### Uniform Administrative Requirements, Cost Principles & Audit Requirements for Federal Awards (CONTRACTOR)

1. **Equal Employment Opportunity.** CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, sexual orientation, gender identity, or national origin. CONTRACTOR shall take affirmative actions to ensure that applicants are employed, and that employees are treated, during their employment, without regard to their race, religion, color, sex, sexual orientation, gender identity, or national origin. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
2. **Davis-Bacon Act.** CONTRACTOR agrees to comply with all applicable provisions of 40 USC § 3141 – 3148.
3. **Contract Work Hours and Safety Standards.** CONTRACTOR agrees to comply with all applicable provisions of 40 USC § 3701 – 3708 to the extent this agreement indicates any employment of mechanics or laborers.
4. **Rights to Invention Made Under Contract or Agreement.** CONTRACTOR agrees to comply with all applicable provisions of 37 CFR Part 401.
5. **Clean Air Act, Federal Water Pollution Control Act, and Energy Policy Conservation Act.** CONTRACTOR agrees to comply with all applicable provisions of the Clean Air Act under 42 USC § 7401 – 7671, the Energy Federal Water Pollution Control Act 33 USC § 1251 – 1387, and the Energy Policy Conservation Act under 42 USC § 6201.
6. **Debarment/Suspension.** CONTRACTOR is prohibited from making any award or permitting any award at any tier to any party which is debarred or suspended or otherwise excluded from or ineligible for participation in federal assistance programs under Executive Order 12549, Debarment and Suspension. CONTRACTOR and its subcontractors shall comply with the special provision “Certification Requirements for Recipients of Grants and Cooperative Agreements Regarding Debarments and Suspensions”.
7. **Restrictions on Lobbying.** CONTRACTOR of these funds is prohibited from using monies for lobbying purposes; CONTRACTOR shall comply with the special provision “Restrictions on Lobbying”. CONTRACTOR shall include a statement of compliance with the Lobbying Certification and Disclosure of Lobbying Activities in applicable procurement solicitations. Lobbying Certification and Disclosure of Lobbying Activities shall be completed by subcontractors and included in subcontractor contracts, as applicable.
8. **Procurement of Recovered Materials.** CONTRACTOR agrees to comply with all applicable provisions of 2 CFR §200.322.
9. **Anti-Israeli Boycott.** By accepting this work order, CONTRACTOR hereby certifies the following:
  - (1) CONTRACTOR’s Company does not boycott Israel; and
  - (2) CONTRACTOR’s Company will not boycott Israel during the term of the contract.

The following definitions apply to this statute:

- (1) "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli- controlled territory, but does not include an action made for ordinary business purposes; and
- (2) "Company" means an organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations that exist to make a profit.



## 10. Domestic Preference for Procurements

As appropriate and to the extent consistent with law, the CONTRACTOR should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). Consistent with §200.322, the following items shall be defined as: "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

## 11. Trafficking in Persons

The contractor agrees to comply with all applicable provisions of 2 CFR §175.15. NCTCOG, the Contractor, and its subcontractors are prohibited from

- (i) engaging in severe forms of trafficking in persons during the period of time that the award is in effect;
- (ii) procure a commercial sex act during the period of time that the award is in effect;
- (iii) used force labor in the performance of the award or subawards under the award.

The Federal award agency may unilaterally terminate the award, without penalty, if the Contractor

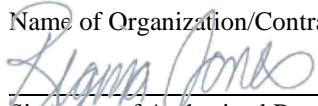
- (i) is determined to have violated an applicable prohibition;
- (ii) has an employee who is determined by the agency officially authorized to terminate the award to have violated an applicable prohibition of this award term.

NCTCOG must notify the Federal award agency immediately if any information received from the Contractor indicates a violation of the applicable prohibitions.

### Check and complete one of the following:

    x     The Contractor or Subrecipient hereby certifies that it does comply with the requirements of 2 CFR 200 as stipulated above and required by the NCTCOG.

Name of Organization/Contractor

  
\_\_\_\_\_  
Signature of Authorized Representative

Regina Jones CEO

\_\_\_\_\_  
Printed/Typed Name and Title of Authorized Representative

06/03/2025

\_\_\_\_\_  
Date

-OR-

       The Contractor or Subrecipient hereby certifies that it cannot comply with the requirements of 2 CFR 200 as stipulated above and required by the NCTCOG

Name of Organization/Contractor

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Printed/Typed Name and Title of Authorized Representative

\_\_\_\_\_  
Date