



**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

**Welliver & Associates LLC dba Hire Honest**  
(“**Contractor**”)  
with offices located at  
**1776 Park Ave 4-405**  
**Park City, UT 84060**

**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% 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:

**Welliver & Associates LLC dba Hire Honest**  
**Attn: Quinn McDonough**  
**1776 Park Ave 4-405**  
**Park City, UT 84060**  
**(801) 673-7103**  
[quinn@hirehonest.com](mailto:quinn@hirehonest.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

- 9.6 **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.
- 9.7 **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.
- 9.8 **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.
- 9.9 **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.
- 9.10 **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.
- 9.11 **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.
- 9.12 **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.

- 9.13 **Assignment.** This Agreement may not be assigned by either Party without the prior written consent of the other Party.
- 9.14 **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.
- 9.15 **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.
- 9.16 **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.
- 9.17 **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.
- 9.18 **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.

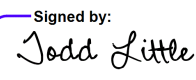
**10.23 Trafficking in Persons**

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.

**Welliver & Associates LLC dba Hire Honest****North Central Texas Council of Governments**

  
Signature


4/2/25  
Date

Signed by:  
  
Signature

6/9/2025  
Date

  
Printed Name

Todd Little  
Executive Director

  
Title

## **APPENDIX A**

### **Statement of Work**



Hire Honest fully understands the scope of work as outlined in the solicitation. We are committed to providing comprehensive background screening services that meet the specified requirements, including accurate criminal record checks, employment and education verifications, and identity validation. Our internal team will manage the entire process, ensuring complete control over data security, compliance with legal standards (e.g., FCRA, GDPR, EEOC), and maintaining high-quality standards throughout the background check process.

We recognize that the background check services requested are crucial for assisting our clients in making informed hiring decisions. Our team is well-equipped with the technology, expertise, and infrastructure to execute these services efficiently, ensuring a seamless experience for both employers and candidates. We are confident in our ability to deliver timely, accurate, and reliable results without relying on third-party services, as we handle all aspects of the background check process in-house.

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Hire Honest is honored to present this proposal to TXShare in response to Solicitation Background Check Services **RFP # 2025-028**. As a trusted partner to both public and private sector organizations, Hire Honest understands the importance of comprehensive, accurate, and timely background screening in enabling TXShare to make informed hiring decisions. Our tailored solutions are designed to meet The North Central Texas Council of Governments' high compliance standards while seamlessly integrating with existing systems like Workday and UKG to deliver unparalleled efficiency.

With over 35 years of experience, Hire Honest combines cutting-edge technology with human expertise to ensure swift and precise results that meet or exceed your expectations. Our services are optimized for speed, accuracy, and security, helping to protect the interests of TXShare and its stakeholders. With the fastest turnaround times in the industry and award-winning support, you can rest assured you will receive the best service available. Moreover, we share a commitment to promoting equity, safety, and inclusion, values reflected in every aspect of our operations.

We bring a comprehensive suite of background screening services, a detailed integration plan, and a commitment to environmental sustainability and local business engagement. Our proven track record, especially in high-compliance environments, positions Hire Honest as the ideal partner to support TXShare in its mission to ensure safe, reliable, and inclusive hiring practices.

Warm regards,

Quinn McDonough, SVP Sales & Marketing



#### 1. Quinn McDonough – SVP Sales & Marketing

Quinn McDonough is the Senior Vice President of Sales & Marketing at Hire Honest, with over 4 years of experience in the HR technology and background screening industry. Quinn leads strategic client engagement, overseeing customer relations and new business development. He has a deep understanding of the complexities involved in background screening and works closely with clients to ensure that their specific needs are met. Quinn's expertise in sales strategy and client support will ensure that your experience with Hire Honest is both smooth and productive.

#### 2. Megan Holzer – Director of Operations

Megan has been with Hire Honest for over 12 years and serves as the Director of Operations. With extensive experience in background screening operations, they oversee all aspects of our internal processes, including data management, verification workflows, and compliance procedures. Megan ensures that all background checks are handled in a timely and secure manner, in full compliance with local, state, and federal regulations. Their leadership ensures a streamlined process and the highest level of service.

#### 3. Ali Mears – Compliance Officer

As Compliance Officer, Ali is responsible for ensuring that Hire Honest's background screening processes meet all legal and regulatory requirements, including those stipulated by FCRA, GDPR, and EEOC. Ali has a legal background with 16 years of experience in regulatory compliance, risk management, and privacy laws. Their role is critical in safeguarding the integrity of our services and ensuring that all screenings are conducted in full compliance with relevant standards.

#### 4. Jun Mar Lemosnero – Technical Support Manager

Jun serves as the Technical Support Manager at Hire Honest, leading the technical team in the integration and ongoing maintenance of our platform. They have over 20 years of experience in IT management and software development, specializing in HR technology solutions. Jun is responsible for ensuring seamless integration of our background check platform with client systems, troubleshooting any technical issues, and ensuring system uptime and reliability.

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Each of these individuals brings a wealth of experience and expertise to their respective roles, ensuring that Hire Honest provides excellent service and support throughout the background check process. Detailed resumes and qualifications for each team member are attached for your review. If you require further information about any of our key personnel, please don't hesitate to reach out.



**REFERENCES**

1. COMPANY NAME: Abercrombie & Fitch  
ADDRESS: 6301 Fitch Path, New Albany, Ohio, USA  
CONTACT PERSON: Kevin Bitters  
TELEPHONE: 614-352-4497 EMAIL: [kevin\\_bitters@anfcorp.com](mailto:kevin_bitters@anfcorp.com)
2. COMPANY NAME: DMSI  
ADDRESS: 16170 Perris Blvd., Suite C-4 Moreno Valley, CA 92551  
CONTACT PERSON: Doug Anderson  
TELEPHONE: 704-650-9230 EMAIL: [anderson@dmsi.net](mailto:anderson@dmsi.net)
3. COMPANY NAME: P.F. Chang's  
ADDRESS: 8377 E. Hartford 2nd floor Scottsdale, AZ 85255  
CONTACT PERSON: Susan Walsh  
TELEPHONE: 480-589-3919 EMAIL: [susan.walsh@pfc.com](mailto:susan.walsh@pfc.com)
4. COMPANY NAME: See's Candy  
ADDRESS: 3423 South La Cienega Blvd. Los Angeles, CA 90016  
CONTACT PERSON: Dawn Nelson  
TELEPHONE: 650-303-5773 EMAIL: [dnelson@sees.com](mailto:dnelson@sees.com)
5. COMPANY NAME: OMNIA Partners (New Contract)  
ADDRESS: 5001 Aspen Grove Drive, Franklin, Tennessee 37067  
CONTACT PERSON: Dalton McMenamin  
TELEPHONE: 615-535-9432 EMAIL: [dalton.mcmenamin@omniapartners.com](mailto:dalton.mcmenamin@omniapartners.com)



## Technical Proposal

Hire Honest's team has extensive experience delivering background screening services to high-profile clients, including our partnership with **P.F. Chang's**, a globally recognized restaurant chain.

- **Case Study: P.F. Chang's Integration Success:**
    - **Challenge:** The client faced inefficiencies in background check turnaround times, inconsistent data accuracy, and a lack of centralized reporting.
    - **Solution:** Hire Honest deployed its proprietary client portal, enabling P.F. Chang's hiring managers to streamline requests, monitor real-time status updates, and access secure, compliant reports.
    - **Outcome:** Reduced background check completion times from an average of five to 14 days to 24-48 hours, improved data accuracy by 25%, and achieved a seamless integration with their Workday HR workflow.
- 

## Integration with ATS

Hire Honest certifies its capability to integrate with ATS systems and has included a specific example of a successful integration.

- **Example:** In partnership with P.F. Chang's, we established a connection between Workday and our client portal.
  - **Plan:**
    - **Assessment** (1-2 weeks): Collaboration with HR and IT teams to define scope and map workflows.
    - **Configuration & Testing** (2-4 weeks): API setup, sandbox environment testing, and issue resolution.
    - **Deployment & Training** (1 week): Launch with training sessions if needed for users on system features and troubleshooting processes.
  - **Results:**



- Reduced manual data entry, ensuring higher accuracy.
- Achieved a 100% compliance rate during audits.

Our integration process includes ongoing support to address any challenges post-deployment. Hire Honest is a client centric company who values our clients' needs.

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### **Description of Web Access Solution**

Hire Honest offers an intuitive, secure, and highly efficient web-based access solution designed to simplify and enhance the background check process for TXShare. Our platform ensures a seamless user experience while maintaining compliance with all relevant regulations, including the Fair Credit Reporting Act (FCRA). Below is an overview of the key features and functionalities of our web access solution:

#### **User-Friendly Interface**

- **Intuitive Navigation:** Our platform is designed with a clean and straightforward interface, making it easy for users of all technical skill levels to initiate background checks, track progress, and access results.
- **Customizable Dashboards:** Personnel can tailor their dashboards to display the most relevant information, such as pending checks, completed investigations, or flagged reports.
- **Multi-User Access:** The platform supports multiple user roles with customizable permissions to ensure secure and appropriate access for all team members.

#### **Robust Functionality**

- **End-to-End Background Check Management:** Users can seamlessly request background checks, upload necessary documents, and monitor investigation statuses from a centralized location.
- **Real-Time Updates:** The system provides live updates on the progress of each investigation, offering transparency and reducing administrative follow-ups.
- **Automated Notifications:** Alerts for completed reports or required actions are sent directly to users, ensuring timely responses and minimizing delays.

#### **Security and Compliance**



- **Data Encryption:** All data within the platform is protected using advanced encryption protocols, ensuring confidentiality and compliance with federal and state regulations.
- **Role-Based Access Control:** Access to sensitive data is restricted based on user roles, reducing the risk of unauthorized access.
- **Audit Logs:** The platform maintains detailed logs of user actions, supporting accountability and compliance audits.

#### Seamless Integration Capabilities

- **Applicant Tracking System (ATS) Integration:** Our platform is compatible with Workday, TXShare's current ATS, through an Application Programming Interface (API). This integration allows for automatic data sharing, eliminating manual entry and reducing errors.
- **Dual Process Support:** For individuals not tracked in the ATS, our solution provides a parallel process to manage background checks efficiently without additional costs.
- **File Type Flexibility:** The system supports multiple file types, ensuring compatibility with current and future ATS systems you may adopt.

#### Mobile Accessibility

- **Responsive Design:** The platform is optimized for use on various devices, including desktops, tablets, and smartphones.
- **On-the-Go Access:** Personnel can initiate and review background checks remotely, enhancing productivity and flexibility.

#### Reporting and Analytics

- **Customizable Reports:** The system offers robust reporting capabilities, allowing users to generate and customize reports based on specific criteria.
- **Trend Analysis:** Advanced analytics tools provide insights into hiring patterns and background check outcomes, enabling data-driven decision-making.
- **Export Functionality:** Reports can be easily exported in multiple formats, such as PDF or Excel, for record-keeping or sharing with other stakeholders.

#### Support and Training



- **Dedicated Customer Support:** Our support team is available to assist personnel with technical issues or user inquiries.
- **Comprehensive Training:** We provide detailed training sessions and user guides to ensure a smooth adoption of the platform.

### **URL Link to Sample User Portal**

To explore the functionality of our web access solution, please visit our sample user portal at:

<https://www.youtube.com/watch?v=67c4REgKaZ0>

This demo provides a hands-on preview of the features TXShare can expect, including real-time reporting, customizable dashboards, and seamless ATS integration.

Hire Honest's web access solution is designed to empower TXShare with an efficient, secure, and transparent tool for managing background checks, ensuring a streamlined experience for all stakeholders involved.

### **Regulatory Compliance**

Hire Honest certifies full compliance with the **Fair Credit Reporting Act (FCRA)** and all applicable local, state, and federal laws. Sam.gov #038689843. We maintain stringent security protocols, which include:

- **Credentials:**
  - Background-checked and trained employees.
  - Proud member of the PBSA
- **Protocols:**
  - End-to-end encryption for all data transmissions.
  - Annual security audits conducted by independent firms.

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### **Bureau of Criminal Investigations (BCI) Access**

Hire Honest has authorized access to Bureau of Criminal Investigations (BCI) records to perform comprehensive and accurate background checks.

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## **Data Safeguard Program**

Hire Honest has a robust data safeguard program in place to protect sensitive information gathered on behalf of clients. Our safeguards include:

- **Encryption:** Encryption for data at rest and in transit.
- **Access Control:** Role-based access with multifactor authentication.
- **Audits:** Regular internal and external audits to ensure compliance with all regulatory requirements.

By adhering to these measures, Hire Honest ensures the confidentiality, integrity, and availability of data collected during the background screening process.

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## **Speed and Accuracy**

### **Automated Processes**

Hire Honest leverages state-of-the-art automation tools to streamline background screening workflows. Automated processes ensure data is collected, analyzed, and delivered efficiently, eliminating manual errors and reducing turnaround times. This allows us to process background checks faster than industry standards while maintaining compliance.

### **Rigorous Quality Control**

Our rigorous quality control protocols ensure accuracy at every stage. Each background check undergoes multiple verification steps, including automated cross-referencing with national databases and manual reviews by trained compliance specialists. This dual-layered approach ensures precise results, reducing the risk of errors or discrepancies.

### **Real-Time Updates**

Our client portal provides real-time updates, allowing clients to track the progress of their background checks from initiation to completion. This transparency empowers hiring managers with immediate insights, helping them make informed decisions quickly and confidently.

### **Key Benefits:**

- Reduced turnaround times to 24-48 hours for most checks.
- Enhanced data accuracy, improving hiring decisions.



- Immediate notifications for completed reports and flagged items.

These features reflect our commitment to delivering timely, reliable, and actionable results to meet our clients' needs.

## **Qualifications – Demonstrated Understanding of objectives for this Service**

### **Statement of Qualifications**

**Hire Honest** is a trusted provider of comprehensive background screening services, with a strong focus on delivering accurate, timely, and compliant results to organizations across various sectors, including municipal governments.

- **Company Overview:**  
Founded in 1989, Hire Honest is an independent, minority-owned corporation specializing in background screening, compliance, and risk management services. We have over 35 years of experience ensuring clients meet their safety, hiring, and regulatory requirements efficiently.
- **Years in Business:** 35+ years.
- **Employees:** 25-50 experienced professionals, including compliance specialists, technology experts, and client success managers.
- **Headquarters:** Park City, Utah, with remote teams across the State of Utah.
- **Leadership:** Our executive team includes Will Welliver, CEO and Ali Mears, EVP supported by a leadership including Megan Holzer, Director of Operations and Jun Mar Lemosnero, VP, IT with extensive industry experience. See organizational chart at end of document.
- **Service Reach:** Hire Honest serves clients nationwide and globally, with operational capabilities in over 200 countries and territories.

Our history and expertise uniquely position us to understand and meet TXShare's objectives for efficient, secure, and compliant background screening services.

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### **Personnel**

Our team for this project will include highly qualified professionals with extensive experience in managing background screening services:



- **Will Welliver, CEO:** 35+ Years of Experience, specializing in background screening, Loss prevention, compliance and support. Managed government contracts, delivering projects on time and within scope with the support of the company.
- **Megan Holzer, Director of Operations:** 10 Years of Experience, expert in compliance and data security, ensuring adherence to FCRA and state-specific regulations.
- **Jun Mar Lemosnero, VP, IT:** 20 Years of Experience, technology lead for seamless client portal management and integration.
- **Ali Mears, EVP:** 12 Years of Experience, specializing in background screening, compliance and support. Managed similar government contracts, delivering projects on time and within scope.

All personnel have undergone extensive training in compliance, data security, and client service.

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### **Subcontracting**

Hire Honest does not anticipate subcontracting any portion of the services outlined in this RFP. All work will be conducted in-house by our experienced team to maintain the highest quality standards and ensure seamless communication.

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### **Additional Value**

Hire Honest offers several unique advantages that enhance our value proposition:

- **Real-Time Status Tracking:** Our client portal provides live updates on background check statuses, ensuring full transparency and efficiency.
- **Rapid Turnaround Times:** 90% of standard background checks are completed within 24-48 hours.
- **Custom Reporting:** Tailored reports to meet specific needs, ensuring actionable insights for decision-making.





- **Dedicated Account Managers:** Personalized support to address any concerns or requirements promptly. No more calling a customer service line to wait for a representative.
- 

### **Third-Party Authorization**

Hire Honest operates as an authorized provider of integrations and services for major platforms, including Workday.

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### **Government Data Privacy Act**

Hire Honest adheres strictly to the **Government Data Privacy Act (GDPA)** and other relevant data protection regulations. Measures implemented include:

- **Data Encryption:** All data in transit and at rest is encrypted.
  - **Role-Based Access Control:** Access to sensitive data is limited to authorized personnel.
  - **Regular Audits:** Internal and third-party audits to ensure ongoing compliance with data privacy laws.
- 

### **Experience with Customers**

Hire Honest has extensive experience serving government agencies and organizations of similar size and scope:

- **OMNIA Partners:** At Hire Honest we are honored to be selected as a premier partner within **OMNIA Partners**, the nation's largest and most trusted cooperative purchasing organization. This strategic partnership underscores our unwavering commitment to delivering affordable, fast, and reliable background check services to organizations of all sizes,
- **Town of Gypsum, CO:** Provide full-service background screening, client support and background screening needs.
- **P.F. Chang's:** Partnered on an RFP, completing data migration and client portal setup within six weeks.



- **Abercrombie & Fitch:** Delivered compliant background checks for a large workforce, exceeding SLA requirements consistently.

References from these clients are available upon request. Each partnership demonstrates our ability to deliver on scope, meet deadlines, and provide outstanding service to municipal organizations.

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### Statement of Understanding

We understand TXShare's objective of ensuring efficient, compliant, and secure hiring practices. Hire Honest will deliver timely background screening results, integrated systems, and exceptional customer support.

### Risks & Mitigation

- **Integration Risks:** Addressed through comprehensive testing and phased rollout.
- **Data Security Risks:** Mitigated via encryption and multi-factor authentication.

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### Detailed Integration Plan

1. Initial Assessment: Requirements gathering (2 weeks).
2. Development: API configuration and initial testing (2-4 weeks).
3. Final Testing: User acceptance testing and validation (1 week).
4. Deployment: Full system integration (1 week).

Total timeline: Approximately 6-8 weeks.

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### Detailed Work Plan

1. Request Processing: Requests are received via the client portal or API integration.
2. Turnaround Times: Most background checks are completed within 24-48 hours.
3. Results Delivery: Reports are securely uploaded to the client portal or Workday account and flagged for review.



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## Policy Criteria

### Corporate Sustainability

Welliver & Associates recognizes the impact our industry has on the environment. Through innovation and technology, we have designed our systems to eliminate paper from what was once a very paper-heavy industry. Every day we strive to reduce our carbon footprint; below are some of our responsible practices.

- We have eliminated any and all paper usage by using iPads and secured storage through our servers. We once used over 150,000 reams of paper a year, and now with the use of iPads and our programming systems, we use no more than two reams of paper a year.
- We use an electronic fax, which forwards any faxes to a designated email. It also allows us to fax back documents from the same designated email. A fax is never printed, and therefore no paper wasted.
- Lights and computers are on a timer. There will be an automatic shutdown of the lights or computers in an area if there is no activity within half an hour.
- Our electronics are recycled and replaced through the Apple store.
- Phone investigations are used as a primary tool to reduce travel costs.
- Recycle bins are placed in our office for any paper products and plastic products to make recycling effortless by our employees.
- Each employee has their own coffee mug as well as water cup to eliminate the need for disposable cups.

### Business Certification

- Hire Honest is proud to be a Woman Owned (51%+) minority business located in the State of Utah.
- 

### Pricing Sheet

Please find the completed Attachment D: Cost Proposal separate attachment.



## **Fee Structure**

Hire Honest is committed to providing transparent and competitive pricing for our background screening services. The following outlines our approach to billing:

### **Hire Honest Service Fees**

All fees for background screening services, including the execution of checks, integration support, and client portal access, will be billed directly by Hire Honest. These fees are fixed as outlined in the attached Cost Proposal.

### **Governmental Fees**

Fees associated with accessing governmental records, such as court records, Bureau of Criminal Investigations (BCI) reports, or other official documents, are determined by the respective agencies. These fees will be billed at cost and itemized separately on invoices to ensure full transparency.

By separating service fees and governmental fees, Hire Honest ensures clarity and accuracy in our billing process, allowing TXShare to easily track and manage costs.

- **Price Guarantee:** Hire Honest guarantees the proposed pricing for two (2) years.

## **Conclusion**

### **Summary of Key Benefits**

Hire Honest offers TXShare a trusted, proven partner for background screening services, delivering:

- **Unmatched Speed and Accuracy:** Industry-leading turnaround times of 24-48 hours, powered by automated processes and rigorous quality controls.
- **Seamless Integration:** Proven expertise in integrating with Workday and other HR platforms, streamlining workflows and improving operational efficiency.
- **Compliance and Security:** Full adherence to FCRA and other regulations, backed by robust data safeguard measures and ongoing audits.
- **Exceptional Client Support:** Dedicated account managers and a client-centric approach ensure personalized and responsive service.

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## **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 Off Your Regular Rate

1 Service Category #1: Background Check Services

55%
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Service Category #2: Other Ancillary Services		
Item	Description	% Discount Off Your Regular Rate

2 Describe Services Below:

A	N/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>	Welliver & Associates dba Hire Honest						
<b>Notes:</b>	<p><b>Indicate in the appropriate box whether you are proposing to service the entire state of Texas</b></p> <table style="width: 100%; border: none;"> <tr> <td style="width: 50%; border: 1px solid black; padding: 5px;">Will service the entire state of Texas</td> <td style="width: 50%; border: 1px solid black; padding: 5px;">Will not service the entire state of Texas</td> </tr> <tr> <td style="border: 1px solid black; height: 20px;"></td> <td style="border: 1px solid black; height: 20px;"></td> </tr> </table> <p><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></p>			Will service the entire state of Texas	Will not service the entire state of Texas		
Will service the entire state of Texas	Will not service the entire state of Texas						
<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 Lubbock					
3.	Northwest	Abilene Wichita Falls					
4.	Upper East	Longview Texarkana, TX-AR Metro Area Tyler					
5.	Southeast	Beaumont-Port Arthur					
6.	Gulf Coast	Houston-The Woodlands-Sugar Land					
7.	Central Texas	College Station-Bryan Killeen-Temple Waco					
8.	Capital Texas	Austin-Round Rock					
9.	Alamo	San Antonio-New Braunfels Victoria					
10.	South Texas	Brownsville-Harlingen Corpus Christi Laredo McAllen-Edinburg-Mission					
11.	West Texas	Midland Odessa 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>	Welliver & Associates dba Hire Honest						
<b>Notes:</b>	<p>Indicate in the appropriate box whether you are proposing to provide service to all Fifty (50) States.</p> <table border="1"> <tr> <td>Will service all fifty (50) states</td> <td>Will not service fifty (50) states</td> </tr> <tr> <td></td> <td></td> </tr> </table> <p>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.</p> <p>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.</p>			Will service all fifty (50) states	Will not service fifty (50) states		
Will service all fifty (50) states	Will not service fifty (50) states						
Item	State	Region/MSA/City (write "ALL" if proposing to service entire state)	Designated as a Service 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, Quinn McDonough  
(Name of certifying official)

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

Wellner Associates dba Hrc Honest  
(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:**

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[Signature]  
Signature of Certifying Official  
SVP Sales & Marketing  
Title  
6/2/25  
Date of Certification

## **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

SUP Sales & Marketing  
Title

Wellner & Associates dba HireHonest  
Agency

6/2/25  
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.

Welliver & Associates dba HireHonest  
Name of Organization/Contractor

[Signature]  
Signature of Authorized Representative

Quinn McDonough / SVP Sales & Marketing  
Printed/Typed Name and Title of Authorized Representative

6/2/25  
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.

Welliver & Associates dba Hire Honest  
Name of Organization/Contractor

[Signature]  
Signature of Authorized Representative

Quinn McDonough / SVP Sales & Marketing  
Printed/Typed Name and Title of Authorized Representative

6/2/25  
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.

Nelliver Associates dba Hire Honest  
Name of Organization/Contractor

[Signature]  
Signature of Authorized Representative

Quinn McDonough / SUP Sales & Marketing  
Printed/Typed Name and Title of Authorized Representative

6/2/25  
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:**

☒ 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.

*Welliver & Associates dba HireHonest*  
Name of Organization/Contractor

*[Signature]*  
Signature of Authorized Representative

*Quinn McDonough / SUP Sales & Marketing*  
Printed/Typed Name and Title of Authorized Representative

*6/2/25*  
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