Docusign Envelope ID: E7BFD950-64EA-821D-8095-76AD824ED817

coretrust
PUBLIC SECTOR

CONTRACT SUMMARY

Contract: RFP-2025-0009 Background Check and Identity Verification
CoreTrust Tracking Number: 24COR-004
Lead Agency: City of Houston, TX
Cooperative Program: CoreTrust Public Sector
Type of Solicitation: Best Value Request for Proposal (RFP)

Vendor Information			
ALLIANCE 2020, INC. 304 Main Ave S. Suite 1001 Renton, WA 98057			
Contract Administration Contact *(for Lead Agency and CoreTrust use Only)*		**Contract Sales Contact** *(Agency Ordering and Support)*	
Contact:	See Attached	**Contact:**	See Attached

Initial Term: November 1, 2026 – October 31, 2029

Renewal Options: Two (2) additional one (1) year terms or portions thereof, not to exceed a total aggregate contract term of five (5) consecutive years.

Maximum Extension Date: October 31, 2031

Scope of Contract: The Contractor shall provide background screening and identity verification services to validate candidates, employees, and other individuals who may gain access to sensitive government information, serve in policymaking positions, or otherwise influence government operations or the distribution of public resources.

The Contractor shall provide comprehensive background investigations designed to mitigate the increased risk of identity theft being used to conceal an individual's true identity or prior conduct. Services shall include international identity verification, international criminal history searches, and international status reviews, as applicable.

Docusign Envelope ID: E7BFD950-64EA-821D-8095-76AD824ED817

Designated Contract Contacts for the National Cooperative Please provide the following information:

Business Entity Information

- Legal Business Name – Alliance 2020 Inc
- d/b/a (if applicable)
- FEIN – 91-1374989
- Website – www.alliance2020.com

Key Contacts

- Contract Administrator: Name, Title, Address, Email, Phone Number, Hours of Availability

  Debbie Loyning, COO, 304 Main Ave Ste 101 Renton, WA 98057, debbie@alliance2020.com, 425-271-8065 x 1024, 8am-5pm PST

- Account Manager: Name, Title, Address, Email, Phone Number, Hours of Availability

  Gavin Bray, Business Development Executive, 304 Main Ave S Ste 101 Renton, WA, 98057, gavinb@alliance2020.com, 425-271-8065 x 1019, 8am-5pm PST

- Billing Manager: Name, Title, Address, Email, Phone Number, Hours of Availability

  Tara Paulsen, Controller, 304 Main Ave S Ste 101 Renton, WA, 98057, finance@alliance2020.com, 425-271-8065 x 1001, 8am-5pm PST

- Sales Manager: Name, Title, Address, Email, Phone Number, Hours of Availability

  Gavin Bray, Business Development Executive, 304 Main Ave S Ste 101 Renton, WA, 98057, gavinb@alliance2020.com, 425-271-8065 x 1019, 8am-5pm PST

- Emergency Contact: Name, Title, Address, Email, Phone Number, Hours of Availability

  Debbie Loyning, COO, 304 Main Ave Ste 101 Renton, WA 98057, debbie@alliance2020.com, 425-271-8065 x 1024, 8am-5pm PST

Docusign Envelope ID: E7BFD950-64EA-821D-8095-76AD824ED817

Escalation Points For each escalation level, please include:

- Name, Title, Address, Email, Phone Number, Hours of Availability

  Bryan Faulkes, Client Support Manager, 304 Main Ave S Ste 101 Renton, WA 98057, support@alliance2020.com , 425-271-8065, 8am-5pm PST

- Types of issues handled (e.g., price discrepancies, product quality, technical support, contract performance)

  Technical support, log-in support, report questions, time service assistance, overall performance of the system or background check reports

- Expected resolution time – within one hour of request; more often within 30 minutes.

Attorney Information:

Mehrdad Ghassemieh

Harlowe & Falk LLP

732 Broadway, Suite 302

Tacoma, WA 98402

(253) 284-4424 (direct line)

(253) 284-4429 (fax)

mghassemieh@harlowefalk.com

Docusign Envelope ID: E7BFD950-64EA-821D-8095-76AD824ED817

CITY OF HOUSTON
Finance Department
Strategic Procurement Division

John Whitmire
Mayor

Jedediah Greenfield
Chief Procurement Officer
P.O. Box 1562
Houston, Texas 77251-1562

T. 832.393.9126
https://purchasing.houstontx.gov

April 16, 2025

SUBJECT: Letter of Clarification No. 5

REFERENCE: RFP No.:2025-0009 – Background Check and Identity Verification

TO: All Prospective Respondents

This Letter of Clarification is issued for the following reason:

1. To provide responses to the questions received from prospective proposers prior to the deadline to submit questions:

2. To extend the solicitation due date from Thursday, April 24, 2025, to **Thursday, May 1, 2025, at 4:00 PM CT.**

1	**Question**	In Section B(1) it states "The Contractor shall have a minimum of five (5) years' experience in performing and reporting background check and identity verifications of individuals and organizations, and related products and services, similar in size and scope to this RFP". Our firm has participated in a part of the background investigation process as a subcontractor, but has not owned the entire process**. We believe this is similar experience, but want to verify before spending time and resources if this is a hard rule that a contractor must have 5 yrs performing the full background and not partial.**
	Response	Please submit your applicable and specific experience as either a prime or subcontractor and note the areas and length of experience in each. Proposals will be evaluated accordingly.
2	**Question**	**Biometric Verification - how are you currently handling this? Is this specific for the City of Houston or for needs mentioned pertaining to the Intergovernmental Co-operative Agreement?**
	Response	Please identify your capabilities to perform biometric verification. Biometric verification is a desired service area potentially for any organization that will utilize cooperative agreement.
3	**Question**	**Date of Birth Verification - How are you handling this currently? What are you expecting for this verification? Would you be looking for a vendor to collect birth certificates?**

Council Members: Amy Peck Tarsha Jackson Abbie Kamin Carolyn Evans-Shabazz Fred Flickinger Tiffany D. Thomas Mary Nan Huffman Mario Castillo Joaquin Martinez Edward Pollard Martha Castex-Tatum Julian Ramirez Willie Davis Twila Carter Letitia Plummer Sallie Alcorn

Controller: Chris Hollins

	Response	Date of birth verification can be done in various ways from trusted data sources with appropriate evidence of verification provided. Collection of birth certificates is not necessary.
4	**Question**	**What panels are you interested in for your drug screening needs?**
	Response	The primary goal of this solicitation is to establish a comprehensive national cooperative contract for background check and identity verification services. The specific types of drug screening panels may vary by the different organizations, including the City of Houston, that may utilize this national cooperative agreement. The specific requirements for the City will be discussed during contract negotiations with the recommended awardee.
5	**Question**	**For your request on Occupational Health - what specific occupational health needs do you have? Is it lift tests and physicals, or is vaccinations and other options required?**
	Response	The primary goal of this solicitation is to establish a comprehensive national cooperative contract for background check and identity verification services. The specific types of tests for occupational health may vary by the different organizations, including the City of Houston, that may utilize this national cooperative agreement. The specific requirements for the City will be discussed during contract negotiations with the recommended awardee.
6	**Question**	**How many candidates per year is the City of Houston projecting to screen?**
	Response	The primary goal of this solicitation is to establish a comprehensive national cooperative contract for background check and identity verification services. The specific number of candidates per year may vary by the different organizations, including the City of Houston, that may utilize this cooperative agreement. The specific requirements for the City will be discussed during contract negotiations with the recommended awardee.
7	**Question**	**Will you continue to utilize NEOGOV for your tracking system?**
	Response	The primary goal of this solicitation is to establish a comprehensive national cooperative contract for background check and identity verification services. The type of tracking system used may vary by the different organizations, including the City of Houston, that may utilize this national cooperative agreement. The specific requirements for the City will be discussed during contract negotiations with the recommended awardee.
8	**Question**	**Are you currently utilizing Fingerprinting? Fingerprint analysis was referenced in the RFP. Are you searching for a vendor to review the fingerprint results and the vendor to then run jurisdictional searches based on those results? Can you please clarify what you are looking for when it pertains to the fingerprinting aspect of your RFP?**

Docusign Envelope ID: E7BFD950-64EA-821D-8095-76AD824ED817

	Response	The primary goal of this solicitation is to establish a comprehensive national cooperative contract for background check and identity verification services. Please identify in your proposal what systems and solutions you will use to validate and report fingerprinting and screening results. The specific requirements for the City will be discussed during contract negotiations with the recommended awardee.
9	**Question**	**Can you confirm that the fees implemented by courts, states and DMVs to access criminal and MVR information that are passed through are not considered Cost-Plus Pricing for the vendor's purpose? See page 57.**
	Response	Provided that other fees paid are customary and supported by actual invoices/receipts and do not include any other markup that is not included in the contract, they will not be considered cost-plus pricing.
10	**Question**	**Can you clarify the following under scope of work?** **Address Verification:** Confirming the individual's current and previous addresses through utility bills, lease agreements, or other official documents**. Is this the current address only or a longer scope (i.e. past 7 years)**
	Response	Individual's address verification confirms current address, and others if the address is less than 7 years total.
11	**Question**	**Social Security Number (SSN) Verification:** Checking the validity of the SSN and ensuring it matches the individual's name and other personal details. **Are you requesting the Consent Based Social Security Number Verification (CBSV) available through Social Security Administration?**
	Response	The primary goal of this solicitation is to establish a comprehensive national cooperative contract for background check and identity verification services. Please provide your proposed solution for checking the validity of the SSN and ensuring it matches the individual's name and other personal details. The specific requirements for the City will be discussed during contract negotiations with the recommended awardee.
12	**Question**	**Criminal History:** Checking for any past criminal records, including felonies, misdemeanors, and arrests, including driving records to include DUIs. **What lookback period are you looking for the criminal history? (i.e. 7 years**) **Are you looking to search records for current address only or a longer period (i.e. past 7 years of addresses)** **Are you also looking to include Motor Vehicle Driving Records to DUI's that may be outside of the criminal history scope?** **Are there any statutory requirements for lookback periods?**
	Response	Criminal history and address verification are typically 7 years. Searches should be conducted for current addresses and prior addresses during the past 7 years. DUI searches should also include DMV records during

		this same 7-year period, whether or not they are included as part of the criminal records reviews. Please note that all checks shall be for lookback periods that comply with state and local jurisdiction durations since several states have established longer lookback periods. These periods may be different and will be confirmed by each user of this agreement.
13	**Question**	**Employment History:** Verifying previous employment, job titles, responsibilities, and reasons for leaving. **Are you looking for current employer only or a period of employment (i.e. 7 years)**
	Response	Employment history should verify the most recent 7 years of employment with current or multiple companies.
14	**Question**	**Education Verification:** Confirming academic qualifications, degrees, and certifications. **Are you looking for highest degree only or all degrees obtained?**
	Response	All degrees and certifications must be verified.
15	**Question**	**Drug & Health Screening:** Screening for illicit substances and/or other health requirements established by the government or organization. **Can you be more specific about service requirements for drug and health screening? Does this include services such as;** • **5 and 10 panel drug tests for non – DOT and DOT?** • **Physicals – Non Dot and DOT?** • **Vaccines?**
	Response	The primary goal of this solicitation is to establish a comprehensive national cooperative contract for background check and identity verification services. Please identify in your proposal what systems and solutions you will use to perform drug and health screenings. The specific requirements for the City will be discussed during contract negotiations with the recommended awardee.
16	**Question**	The City of Houston stated at the bidders conference that they will continue to utilize their current third party vendor for addressing The City of Houston's background investigations for new hire staff, reinvestigations or contractors. Corertrust lists on page 33 thru 42 of the SOLICITATION NO.: RFP-2025-0009 all of the municipalities that could opt into the winning bidder's agreement. Can you provide us with the following: **- Does Coretrust have a similar contract currently in place providing similar services to those municipalities as contemplated in this solicitation?** **- If so, will this agreement replace that agreement or be added as an additional option for those municipalities?** **- Is there any pent up demand from those entities for using this agreement to perform Background Screening Services?**

Docusign Envelope ID: E7BFD950-64EA-821D-8095-76AD824ED817

		- If so can you estimate the monthly or annual volumes of files that would be processed by the winning vendor?
	Response	Coretrust does not have a similar agreement in place for other organizations. This is not relevant to the solicitation. The primary goal of this solicitation is to establish a comprehensive national cooperative contract for background check and identity verification services. Please provide pricing that scales for different services and periodic volumes. The specific requirements for the City will be discussed during contract negotiations with the recommended awardee.
17	**Question**	**What is the anticipated monthly/annual volume of background checks, drug tests and occupational health exams?**
	Response	The primary goal of this solicitation is to establish a comprehensive national cooperative contract for background check and identity verification services. Please provide pricing that scales for different services and periodic volumes. The specific requirements for the City will be discussed during contract negotiations with the recommended awardee.
18	**Question**	**How far back would you like to look for background checks (example: 7 years)?.**
	Response	Background checks need to go back 7 years.
19	**Question**	**For Criminal History, will you be requiring State or County Criminal searches? (same types of aggressive nature (felonies, misdemeanors, arrests) crimes but Criminal will be the most up to date)**
	Response	Criminal history should include ALL types of offenses and should be the most current information available.
20	**Question**	**How many personal/professional reference checks are you requiring per check?**
	Response	Three professional references must be completed.
21	**Question**	**How far back on employment history will you be requiring? (latest, past 2, 3 etc.)**
	Response	Employment history should verify the most recent 7 years of employment with current or multiple companies.
22	**Question**	**Will there be one general background check that will include all requirements or will there be multiple packages needed for each type of worker/employment?**

Council Members: Amy Peck Tarsha Jackson Abbie Kamin Carolyn Evans-Shabazz Fred Flickinger Tiffany D. Thomas Mary Nan Huffman Mario Castillo Joaquin Martinez Edward Pollard Martha Castex-Tatum Julian Ramirez Willie Davis Twila Carter Letitia Plummer Sallie Alcorn

Controller: Chris Hollins

	Response	One package is acceptable.
23	**Question**	**If multiple packages required, what are the names of packages that you would like and what services will be required for each?**
	Response	Each individual screened shall have a separate package, however, one package for all checks is acceptable.
24	**Question**	**How many panel drug screens will be required?**
	Response	The primary goal of this solicitation is to establish a comprehensive national cooperative contract for background check and identity verification services. Please identify in your proposal what systems and solutions you will use to perform drug screens. The specific requirements for the City will be discussed during contract negotiations with the recommended awardee.
25	**Question**	**Will this be standard 10 Panel drug screens, or any specific drugs tested for?**
	Response	The primary goal of this solicitation is to establish a comprehensive national cooperative contract for background check and identity verification services. Please identify in your proposal what systems and solutions you will use to perform drug screens. The specific requirements for the City will be discussed during contract negotiations with the recommended awardee.
26	**Question**	**Are there any specific Occupational Health Exams required?**
	Response	The primary goal of this solicitation is to establish a comprehensive national cooperative contract for background check and identity verification services. The specific types of tests for occupational health exams may vary by the different organizations, including the City of Houston, that may utilize this national cooperative agreement. The specific requirements for the City will be discussed during contract negotiations with the recommended awardee.
27	**Question**	**What HRIS/ATS system will there be an integration with?**
	Response	The primary goal of this solicitation is to establish a comprehensive national cooperative contract for background check and identity verification services. The specific types of systems may vary by the different organizations, including the City of Houston, that may utilize this national cooperative agreement. The specific requirements for the City will be discussed during contract negotiations with the recommended awardee.
28	**Question**	**How many and what other locations will be included in this project that will be utilizing our services?**

	Response	The primary goal of this solicitation is to establish a comprehensive national cooperative contract for background check and identity verification services. The specific locations may vary by the different organizations, including the City of Houston, that may utilize this national cooperative agreement. The specific requirements for the City will be discussed during contract negotiations with the recommended awardee.
29	**Question**	**Will you also be requiring Federal District Criminal searches? (non aggressive nature (felonies, misdemeanors, arrests), crimes)**
	Response	Yes.
30	**Question**	**What is the average number of backgrounds annually?**
	Response	The primary goal of this solicitation is to establish a comprehensive national cooperative contract for background check and identity verification services. The specific number of background checks per year may vary by the different organizations, including the City of Houston, that may utilize this cooperative agreement. The specific requirements for the City will be discussed during contract negotiations with the recommended awardee.
31	**Question**	**Are there positions that require a more extensive background?**
	Response	No, not at this time.
32	**Question**	**Does the City of Houston have an established protocol or preferred vendor for drug screening?**
	Response	The City of Houston currently has a contract with Alere for drug screening services.
33	**Question**	**How far back is the expectation for Employment History Verification?**
	Response	Employment history should verify the most recent 7 years of employment with current or multiple companies.
34	**Question**	**Does the Education History/Verification (official transcripts) rely on the applicant to provide?**
	Response	Education history/verification is provided by the institution or by official transcripts that can be validated.
35	**Question**	**Generally, how many references are checked, and what is the procedure if they do not respond to the request for an interview?**

	Response	A total of 3 references are required. Additional references should be requested if there is no response.
36	**Question**	**Regarding social media/Online checks, does the applicant provide usernames and platforms on which he/she has a presence?**
	Response	No, the applicant does not provide this information.
37	**Question**	**Do you anticipate the hiring freeze to be lifted soon? How quickly will you try to fill the reported vacancies? How quickly will you try to fill the reported vacancies?**
	Response	The hiring freeze is not relevant to this solicitation.
38	**Question**	**How will applicant information be transmitted to us?**
	Response	The primary goal of this solicitation is to establish a comprehensive national cooperative contract for background check and identity verification services. The specific way that applicant information will be transmitted may vary by the different organizations, including the City of Houston, that may utilize this national cooperative agreement. The specific requirements for the City will be discussed during contract negotiations with the recommended awardee.
39	**Question**	**Is there a portal we'd access to identify applicants, and do you have a mechanism in place for reporting?**
	Response	The primary goal of this solicitation is to establish a comprehensive national cooperative contract for background check and identity verification services. The specific way that applicant information will be identified and the mechanism used for reporting may vary by the different organizations, including the City of Houston, that may utilize this national cooperative agreement. The specific requirements for the City will be discussed during contract negotiations with the recommended awardee.
40	**Question**	**Could you provide an estimated breakdown of how many identity verifications vs. background checks you anticipate annually?**
	Response	The primary goal of this solicitation is to establish a comprehensive national cooperative contract for background check and identity verification services. Vendors should provide pricing for different services and quantities as outlined in Section O - Cost Proposal. Quantities may vary depending on organizations, including the City of Houston, that may utilize this cooperative agreement. The specific requirements for the City will be discussed during contract negotiations with the recommended awardee.
41	**Question**	**Are there peak hiring periods during the year, and if so, can you identify when these typically occur?**

Docusign Envelope ID: E7BFD950-64EA-821D-8095-76AD824ED817

	Response	The primary goal of this solicitation is to establish a comprehensive national cooperative contract for background check and identity verification services. Peak hiring periods may vary for different organizations, including the City of Houston, and for a variety of reasons due to their unique organizational needs (e.g. end of year retirements or need to increase workforce). The specific requirements for the City will be discussed during contract negotiations with the recommended awardee.
42	**Question**	**Are background checks required to be renewed periodically for existing employees, or is this primarily focused on initial hiring?**
	Response	The primary goal of this solicitation is to establish a comprehensive national cooperative contract for background check and identity verification services. Background checks are typically performed at initial hiring and for existing employees upon request, but this may vary depending on the unique needs of the organizations, including the City of Houston, that may utilize this cooperative agreement. The specific requirements for the City will be discussed during contract negotiations with the recommended awardee.
43	**Question**	**Are specific timeframes or turnaround times required for different checks (identity, criminal, employment history)?**
	Response	Please propose turnaround timelines for each type of service.
44	**Question**	**Does the City of Houston have standard requirements or a checklist outlining the depth of verification required for different job categories?**
	Response	The primary goal of this solicitation is to establish a comprehensive national cooperative contract for background check and identity verification services. The standard requirements and checklists outlining the depth of verification required for different job categories may vary by the different organizations, including the City of Houston, that may utilize this national cooperative agreement. The specific requirements for the City will be discussed during contract negotiations with the recommended awardee.
45	**Question**	**Are there particular compliance standards or legal regulations (state, federal, or municipal) that the City expects the vendor to follow explicitly?**
	Response	The primary goal of this solicitation is to establish a comprehensive national cooperative contract for background check and identity verification services. The vendor should be in full compliance with all state, federal, and local requirements. The specific requirements for the City will be discussed during contract negotiations with the recommended awardee.
46	**Question**	**Are there specific reporting formats or requirements for delivering results (e.g., summary reports, detailed documentation, electronic data feeds)?**
	Response	The primary goal of this solicitation is to establish a comprehensive national cooperative contract for background check and identity verification services. The vendor should include examples of report summaries and verification documents as part of its proposal. The

		specific requirements for the City will be discussed during contract negotiations with the recommended awardee.
47	**Question**	**Would the City prefer integration directly into existing HR systems or internal databases, or would a standalone reporting portal provided by us suffice?**
	Response	The primary goal of this solicitation is to establish a comprehensive national cooperative contract for background check and identity verification services. The integration requirements may vary by the different organizations, including the City of Houston, that may utilize this national cooperative agreement. The specific requirements for the City will be discussed during contract negotiations with the recommended awardee.
48	**Question**	**Are there any current technology solutions or HR software systems that the City utilizes that we need to integrate with? If so, could you provide details?**
	Response	The primary goal of this solicitation is to establish a comprehensive national cooperative contract for background check and identity verification services. The integration requirements may vary by the different organizations, including the City of Houston, that may utilize this national cooperative agreement. The specific requirements for the City will be discussed during contract negotiations with the recommended awardee.
49	**Question**	**Are there specific data security, storage, or privacy standards vendors must adhere to (e.g., CJIS, HIPAA, ISO certifications)?**
	Response	The vendor should comply with all federal, state, and local jurisdictional requirements and any additional or unique compliance requirements each organization may have.
50	**Question**	**What are the City's expectations or requirements regarding data retention, archiving, and disposal?**
	Response	The vendor should comply with all federal, state, and local jurisdictional requirements and any additional or unique compliance requirements each organization may have.
51	**Question**	**Does the City have audit requirements, and if so, how frequently would audits or assessments be conducted?**
	Response	The primary goal of this solicitation is to establish a comprehensive national cooperative contract for background check and identity verification services. The audit requirements may vary by the different organizations, including the City of Houston, that may utilize this national cooperative agreement. The specific requirements for the City will be discussed during contract negotiations with the recommended awardee.
52	**Question**	**Regarding biometric verifications, are there specific biometric standards or technologies the City currently employs or prefers?**
	Response	The primary goal of this solicitation is to establish a comprehensive national cooperative contract for background check and identity verification services. Please identify your capabilities to perform biometric verification. Biometric Verification is a desired service area

Docusign Envelope ID: E7BFD950-64EA-821D-8095-76AD824ED817

		potentially for any organization, including the City of Houston, that may utilize the cooperative agreement. The specific requirements for the City will be discussed during contract negotiations with the recommended awardee.
53	**Question**	**If discrepancies or red flags arise during background checks, does the City have an established dispute-resolution protocol?**
	Response	The primary goal of this solicitation is to establish a comprehensive national cooperative contract for background check and identity verification services. Each organization, including the City of Houston, will establish its unique requirements and appropriate follow-up and decision protocols. The specific requirements for the City will be discussed during contract negotiations with the recommended awardee.
54	**Question**	**Is the City open to recommendations or suggestions from vendors to enhance existing verification processes or procedures?**
	Response	The vendor should submit its proposal addressing all the requirements outlined in the RFP. However, as part of a supplemental and separate submittal the vendor may suggest recommendations. This supplemental submittal will not be scored.

END OF LETTER OF CLARIFICATION NO. 5

When issued, Letter(s) of Clarification shall automatically become a part of the solicitation documents and shall supersede any previous specification(s) and/or provision(s) in conflict with the Letter(s) of Clarification. All revisions, responses, and answers incorporated into the Letter(s) of Clarification are collaboratively from both the Strategic Procurement Division and the applicable City Department(s). It is the responsibility of the respondent to ensure that it has obtained all such letter(s). By submitting a proposal on this project, respondents shall be deemed to have received all Letter(s) of Clarification and to have incorporated them into their proposals.

If you have any questions or if further clarification is needed regarding this solicitation, please contact Torey Henderson at Torey.Henderson@houstontx.gov or 832.393.8705.

Sincerely,

DocuSigned by:
Yesenia Chuca
8D73A80C652E485...

For Jedediah Greenfield
Chief Procurement Officer

DS

C: File: RFP-2025-0009

Council Members: Amy Peck Tarsha Jackson Abbie Kamin Carolyn Evans-Shabazz Fred Flickinger Tiffany D. Thomas Mary Nan Huffman Mario Castillo Joaquin Martinez Edward Pollard Martha Castex-Tatum Julian Ramirez Willie Davis Twila Carter Letitia Plummer Sallie Alcorn

Controller: Chris Hollins

Docusign Envelope ID: E7BFD950-64EA-821D-8095-76AD824ED817

CITY OF HOUSTON

Finance Department
Strategic Procurement Division

John Whitmire
Mayor

Jedediah Greenfield
Chief Procurement Officer
P.O. Box 1562
Houston, Texas 77251-1562

T. 832.393.9126
https://purchasing.houstontx.gov

April 7, 2025

SUBJECT: Letter of Clarification No. 4
Background Check and Identity Verification

REFERENCE: RFP No.: RFP-2025-0009 Background Check and Identity Verification

TO: All Prospective Respondents

This Letter of Clarification is issued for the following reason:

1. To extend the solicitation due date from Thursday, April 10, 2025, to **Thursday, April 24, at 4:00 PM CT.**

END OF LETTER OF CLARIFICATION NO. 4

When issued, Letter(s) of Clarification shall automatically become a part of the solicitation documents and shall supersede any previous specification(s) and/or provision(s) in conflict with the Letter(s) of Clarification. All revisions, responses, and answers incorporated into the Letter(s) of Clarification are collaboratively from both the Strategic Procurement Division and the applicable City Department(s). It is the responsibility of the respondent to ensure that it has obtained all such letter(s). By submitting a proposal on this project, respondents shall be deemed to have received all Letter(s) of Clarification and to have incorporated them into their proposals.

If you have any questions or if further clarification is needed regarding this solicitation, please contact Torey Henderson at Torey.Henderson@houstontx.gov or 832.393.8705.

Sincerely,

DocuSigned by:
Yesenia Chuca
for Jedediah Greenfield
Chief Procurement Officer

C: File: RFP-2025-0009

Council Members: Amy Peck Tarsha Jackson Abbie Kamin Carolyn Evans-Shabazz Fred Flickinger Tiffany D. Thomas Mary Nan Huffman Mario Castillo Joaquin Martinez Edward Pollard Martha Castex-Tatum Julian Ramirez Willie Davis Twila Carter Letitia Plummer Sallie Alcorn

Controller: Chris Hollins

Docusign Envelope ID: E7BFD950-64EA-821D-8095-76AD824ED817

CITY OF HOUSTON

Finance Department
Strategic Procurement Division

John Whitmire
Mayor

Jedediah Greenfield
Chief Procurement Officer
P.O. Box 1562
Houston, Texas 77251-1562

T. 832.393.9126
https://purchasing.houstontx.gov

March 20, 2025

SUBJECT: Letter of Clarification No. 3

REFERENCE: RFP No.: RFP-2025-0009 Background Check and Identity Verification

TO: All Prospective Respondents

This Letter of Clarification is issued for the following reason:

1. To remove references within the solicitation regarding the City's intent to enter into one or more contracts. The City intends to enter into one contract for the subject solicitation.

END OF LETTER OF CLARIFICATION NO. 3

When issued, Letter(s) of Clarification shall automatically become a part of the solicitation documents and shall supersede any previous specification(s) and/or provision(s) in conflict with the Letter(s) of Clarification. All revisions, responses, and answers incorporated into the Letter(s) of Clarification are collaboratively from both the Strategic Procurement Division and the applicable City Department(s). It is the responsibility of the respondent to ensure that it has obtained all such letter(s). By submitting a proposal on this project, respondents shall be deemed to have received all Letter(s) of Clarification and to have incorporated them into their proposals.

If you have any questions or if further clarification is needed regarding this solicitation, please contact Torey Henderson at Torey.Henderson@houstontx.gov or 832.393.8705.

Sincerely,

DocuSigned by:
6121834A077C41A...
Jedediah Greenfield
Chief Procurement Officer

DS DS

Council Members: Amy Peck Tarsha Jackson Abbie Kamin Carolyn Evans-Shabazz Fred Flickinger Tiffany D. Thomas Mary Nan Huffman Mario Castillo Joaquin Martinez Edward Pollard Martha Castex-Tatum Julian Ramirez Willie Davis Twila Carter Letitia Plummer Sallie Alcorn

Controller: Chris Hollins

Docusign Envelope ID: E7BFD950-64EA-821D-8095-76AD824ED817

CITY OF HOUSTON
Finance Department
Strategic Procurement Division

John Whitmire
Mayor

Jedediah Greenfield
Chief Procurement Officer
P.O. Box 1562
Houston, Texas 77251-1562

T. 832.393.9126
https://purchasing.houstontx.gov

March 6, 2025

SUBJECT: Letter of Clarification No. 2
Background Check and Identity Verification

REFERENCE: RFP No.: RFP-2025-0009 Background Check and Identity Verification

TO: All Prospective Respondents

This Letter of Clarification is issued for the following reasons:

1. To remove the document titled RFP-2025-009 Background Checks Solicitation and replace it with the document titled **RFP-2025-0009 Background Check and Identity Verification REVISED 3-6-25**.

2. To rename the document titled RFP-2025-2009-Letter of Clarification No. 1 and replace it with the document titled **RFP-2025-0009-Letter of Clarification No.1.**

END OF LETTER OF CLARIFICATION NO. 2

When issued, Letter(s) of Clarification shall automatically become a part of the solicitation documents and shall supersede any previous specification(s) and/or provision(s) in conflict with the Letter(s) of Clarification. All revisions, responses, and answers incorporated into the Letter(s) of Clarification are collaboratively from both the Strategic Procurement Division and the applicable City Department(s). It is the responsibility of the respondent to ensure that it has obtained all such letter(s). By submitting a proposal on this project, respondents shall be deemed to have received all Letter(s) of Clarification and to have incorporated them into their proposals.

If you have any questions or if further clarification is needed regarding this solicitation, please contact Torey Henderson at Torey.Henderson@houstontx.gov or 832.393.8705.

Sincerely,

DocuSigned by:
Yesenia Chuca
8D73A8006525465...

for Jedediah Greenfield
Chief Procurement Officer

Council Members: Amy Peck Tarsha Jackson Abbie Kamin Carolyn Evans-Shabazz Fred Flickinger Tiffany D. Thomas Mary Nan Huffman Mario Castillo Joaquin Martinez Edward Pollard Martha Castex-Tatum Julian Ramirez Willie Davis Twila Carter Letitia Plummer Sallie Alcorn

Controller: Chris Hollins

Docusign Envelope ID: E7BFD950-64EA-821D-8095-76AD824ED817

CITY OF HOUSTON
Finance Department
Strategic Procurement Division

John Whitmire
Mayor

Jedediah Greenfield
Chief Procurement Officer
P.O. Box 1562
Houston, Texas 77251-1562

T. 832.393.9126
https://purchasing.houstontx.gov

March 3, 2025

SUBJECT: Letter of Clarification No. 1
Background Check and Identity Verification

REFERENCE: RFP No.: RFP-2025-0009 Background Check and Identity Verification

TO: All Prospective Respondents

This Letter of Clarification is issued for the following reasons:

1. To reschedule the pre-proposal conference date from Thursday, March 6, 2025, to **Thursday, March 20, 2025, at 10:00 AM CT.**

2. To extend the questions deadline to **Monday, March 24, 2025, at 4:00 PM CT.**

END OF LETTER OF CLARIFICATION NO. 1

When issued, Letter(s) of Clarification shall automatically become a part of the solicitation documents and shall supersede any previous specification(s) and/or provision(s) in conflict with the Letter(s) of Clarification. All revisions, responses, and answers incorporated into the Letter(s) of Clarification are collaboratively from both the Strategic Procurement Division and the applicable City Department(s). It is the responsibility of the respondent to ensure that it has obtained all such letter(s). By submitting a proposal on this project, respondents shall be deemed to have received all Letter(s) of Clarification and to have incorporated them into their proposals.

If you have any questions or if further clarification is needed regarding this solicitation, please contact Torey Henderson at Torey.Henderson@houstontx.gov or 832.393.8705.

Sincerely,

DocuSigned by:
6121834A077C41A...
Jedediah Greenfield
Chief Procurement Officer

DS DS

Council Members: Amy Peck Tarsha Jackson Abbie Kamin Carolyn Evans-Shabazz Fred Flickinger Tiffany D. Thomas Mary Nan Huffman Mario Castillo Joaquin Martinez Edward Pollard Martha Castex-Tatum Julian Ramirez Willie Davis Twila Carter Letitia Plummer Sallie Alcorn

Controller: Chris Hollins

Docusign Envelope ID: E7BFD950-64EA-821D-8095-76AD824ED817

CORETRUST®

REVISED 3/6/2025

NOTICE TO RESPONDENT

Request for Proposals

Issued by:

CITY OF HOUSTON, TX

for

BACKGROUND CHECK AND IDENTITY VERIFICATION

SUBMITTAL DEADLINE: April 10, 2025, 4:00 p.m. (CT)

Docusign Envelope ID: E7BFD950-64EA-821D-8095-76AD824ED817

REQUEST FOR PROPOSALS (RFP)

SOLICITATION TITLE: Background Check and Identity Verification
SOLICITATION NO.: RFP-2025-0009

Date Issued:	February 14, 2025
Pre-Proposal Conference:	March 20, 2025 @ 10:00 AM (CT) Microsoft Teams Meeting Join on your computer or mobile app https://www.microsoft.com/en-us/microsoft-teams/join-a-meeting Meeting ID: 236 478 519 289 Passcode: ne68DL9y Or call in (audio only) Conference Number: +1 936-755-1521 Conference ID: 446 355 028# (Please mute your phone for the duration of the call)
Pre-Proposal Questions Deadline:	March 24, 2025@ 4:00 PM (CT)
Solicitation Due Date:	April 10, 2025@ 4:00 PM(CT)
Solicitation Contact Person:	Torey Henderson Torey.Henderson@houstontx.gov 832-393-8705

Project Summary: The City of Houston ("City") is seeking proposals from qualified firms to provide background checks and identity verification services for employment. The City intends to enter into one or more contracts for an initial term of three (3) years with two (2) one-year options to renew annually, for a total potential term of five (5) years.

NIGP Code: 961-30

MWBE Goal: 0%

Important Notice About the City's Early Payment Discount Program: The City's standard payment term is to pay 30 days after the receipt of invoice or receipt of goods or services, whichever is later, according to the requirements of the Texas Prompt Payment Act (Tx. Gov't Code, Ch. 2251). However, the City may pay in less than 30 days, at its option, in return for an early payment discount from the vendor.

DocuSigned by:
Yesenia Chuca
8D73A80C652E465...

for Jedediah Greenfield, Chief Procurement Officer

Docusign Envelope ID: E7BFD950-64EA-821D-8095-76AD824ED817

TABLE OF CONTENTS

Appendix A - Requirements

Section A Participating Agency Requirements

Section A1 Participating Agency's Service Agreement

Section B Lead Agency Requirements

Section C Federal Contract Terms and Conditions New Jersey Business

Section D Compliance State Notice Addendum

Section E

Appendix B – Best Value Solicitation

Section F Background & Scope

Section G Submission Protocol; Evaluation; Award

Section H Requirements for National Cooperative Contract

Section I Form of Master Agreement

Section J Master Agreement Acceptance Form

Section K Form of Administration Agreement

Section L Form of Master Intergovernmental Cooperative Purchasing Agreement

Section M Lead Public Agency Certificate

Section N Technical Proposal

Section O Cost Proposal

Docusign Envelope ID: E7BFD950-64EA-821D-8095-76AD824ED817

GENERAL CONTRACT DOCUMENTS AND INFORMATION

The following sets forth the contract documents contained in this suite of documents as applicable to CoreTrust, Lead Agency, Supplier, and the applicable participating agency.

DOCUMENT	TITLE	PARTIES	PURPOSE
APPENDIX A			
Section A* Section A1	Participating Agency Requirements Participating Agency's Service Agreement	Participating Agency, Lead Agency, and Supplier	These Sections provide the Participating Agency's and Lead Agency's respective statutory and regulatory requirements with which the Supplier must comply. *Sections A and B may be modified as necessary to meet an individual participating public entity's statutory and regulatory requirements.
Section B*	Lead Agency Requirements		
Section C	Federal Contract Terms and Conditions		
Section D	New Jersey Business Compliance		
Section E	State Notice Addendum		
APPENDIX B			
Section F	Background & Scope	Lead Agency, Supplier, and CoreTrust	These Sections provide the solicitation purpose(s), general scope, submission requirements, and evaluation and award information.
Section G	Submission Protocol; Evaluation; Award		
Section H	Requirements for National Cooperative Contract		
Section I	Form of Master Agreement	Lead Agency and Supplier	The Master Agreement defines: (i) the relationship between Lead Agency and Supplier; and (ii) the terms and pricing of Supplier's products and/or services offered to Participating Agencies.
Section J	Master Agreement Acceptance Form	Lead Agency and Supplier	The Master Agreement defines: (i) the relationship between Lead Agency and Supplier and (ii) the terms and pricing of Supplier's products and/or services offered to Participating Agencies.
Section K	Form of Administration Agreement	Supplier and CoreTrust	The Administration Agreement defines the roles and obligations of CoreTrust and Supplier regarding marketing and selling CoreTrust's cooperative purchasing program to Participating Agencies.

Docusign Envelope ID: E7BFD950-64EA-821D-8095-76AD824ED817

Section L	Form of Master Intergovernmental Cooperative Purchasing Agreement	Lead Agency and CoreTrust	The Master Intergovernmental Cooperative Purchasing Agreement allows Lead Agency's Participating Agencies to acquire Supplier's products and/or services through CoreTrust's cooperative purchasing program.
Section M	Lead Public Certificate	Lead Agency, Supplier, and CoreTrust	The Lead Public Agency Certificate is the Lead Agency's agreement to adhere to the terms of the Master Intergovernmental Cooperative Purchasing Agreement (MICPA)
Section N	Technical Proposal		Sections N and O are designated for the Supplier's use when developing their technical and cost proposals.
Section O	Cost Proposal		

Docusign Envelope ID: E7BFD950-64EA-821D-8095-76AD824ED817

ORDERS OF PRECEDENCE

This contract is composed of the documents set forth in the Table of Contents. For purposes of this solicitation, conflicts among these documents shall be resolved in the following order of precedence:

1. Section F – Background & Scope
2. Section G – Submission Protocol; Evaluation; Award
3. Section A – Participating Agency Requirements
4. Section A1 - Participating Agency's Service Agreement
5. Section B – Lead Agency Requirements
6. Section C – Federal Contract Terms and Conditions
7. Section D – New Jersey Business Compliance
8. Section E – State Notice Addendum
9. Section K – Form of Administration Agreement
10. Section L – Form of Master Intergovernmental Cooperative Purchasing Agreement
11. Section I – Form of Master Agreement
12. Section N – Technical Proposal
13. Section O – Cost Proposal
14. Section H – Requirements for National Cooperative Contract
15. Section J – Master Agreement Acceptance Form
16. Section M – Lead Public Agency Certificate

For purposes of the awarded contract, conflicts among these documents shall be resolved in the following order of precedence:

1. Section A – Participating Agency Requirements
2. Section A1 =- Participating Agency's Service Agreement
3. Section B – Lead Agency Requirements
4. Section C – Federal Contract Terms and Conditions
5. Section D – New Jersey Business Compliance
6. Section E – State Notice Addendum
7. Section F – Background & Scope
8. Section K – Administration Agreement
9. Section L – Master Intergovernmental Cooperative Purchasing Agreement
10. Section I – Master Agreement
11. Section N – Technical Proposal
12. Section O – Cost Proposal

Docusign Envelope ID: E7BFD950-64EA-821D-8095-76AD824ED817

APPENDIX A – REQUIREMENTS

SECTION A – PARTICIPATING AGENCY REQUIREMENTS

INTENTIONALLY LEFT BLANK

Docusign Envelope ID: E7BFD950-64EA-821D-8095-76AD824ED817

CORETRUST

SECTION A1 – PARTICIPATING AGENCY'S SERVICE AGREEMENT

INTENTIONALLY LEFT BLANK

Docusign Envelope ID: E7BFD950-64EA-821D-8095-76AD824ED817

SECTION B - LEAD AGENCY REQUIREMENTS

GENERAL INFORMATION

1. General Information

The City of Houston (“City”) is currently seeking proposals from qualified vendors to perform and report background checks and identity verifications of individuals and organizations.

The proposals solicited for this service for the City shall be in accordance with the specifications, terms, and conditions as set forth in this Request for Proposals (RFP). During the contract period, the Contractor shall establish an affiliation with the City and provide background checks and identity verification services to meet the City's requirements.

The Contractor shall have a minimum of five (5) years’ experience in performing and reporting background check and identity verifications of individuals and organizations, and related products and services, similar in size and scope to this RFP.

As part of the work, the Contractor shall furnish and assume full responsibility for everything required for the orderly progress, proper execution, and completion of all work services, including all labor, personnel, materials, equipment, parts, transportation, fuel, insurance, and other facilities and incidentals.

The City intends to enter into one or more contracts for an initial term of three (3) years with two (2) one-year options to renew annually, for a total potential term of five (5) years.

2. City of Houston Background

The City is the fourth largest City in the United States and is composed of 23 departments with multiple physical locations throughout the geographical boundaries of the City. The City has approximately 23,000 employees with approximately 500 employees involved in the procurement and/or contracting process. Contracts where the City must pay in excess of $50,000 are routed to City Council for approval. The annual volume of contracts and purchase orders issued by the City in the last five years has ranged from 19,000 to 23,000.

3. Texas Public Information Act

All information submitted to the City is subject to the provisions of the Texas Public Information Act (TPIA), located in Chapter 552 of the Texas Government Code. Proposers may mark any information submitted, including their financial information, as confidential, trade secret, proprietary, or any other designation of choice. The City will notify any proposer should their information be requested under the TPIA and proposers will have an opportunity to assert their own arguments to the Texas Attorney General as to why their information should be excepted from public disclosure.

Docusign Envelope ID: E7BFD950-64EA-821D-8095-76AD824ED817

SPECIAL CONDITIONS

1. NO CONTACT PERIOD

Neither Proposer(s) nor any person acting on Proposer(s)'s behalf shall attempt to influence the outcome of the award by the offer, presentation or promise of gratuities, favors, or anything of value to any appointed or elected official or employee of the City, their families or staff members. All inquiries regarding the solicitation are to be directed to the designated City Representative identified on the first page of the solicitation.

With the exception of Proposer's formal response to the solicitation and written requests for clarification during the period officially designated for such purpose by the City Representative, neither Proposer(s) nor persons acting on their behalf shall communicate with any appointed or elected official or employee of the City, their families, or staff through written or oral means in an attempt to persuade or attempt to persuade or influence the outcome of the award or to obtain or deliver information intended to or which could reasonably result in an advantage to any Proposer from the time of issuance of the solicitation through the pre-award phase and up to the date the City Secretary publicly posts notice of any City Council agenda containing the applicable award. However, nothing in this paragraph shall prevent a Proposer from making public statements to the City Council convened for a regularly scheduled session after the official selection has been made and placed on the City Council agenda for action, or to a City Council committee convened to discuss a recommendation regarding the solicitation.

2. MINORITY AND WOMAN BUSINESS ENTERPRISES ("M/WBE")

It is the City of Houston's policy to ensure that Minority and Women Business Enterprises (MWBE) have full opportunity to compete for and participate in City Contracts. Contractor shall comply with the City's MWBE Program as set forth in Chapter 15, Article V of the City of Houston Code of Ordinances, as well as the Policies and Procedures of the Office of Business Opportunity (OBO) found on OBO's website at https://www.houstontx.gov/obo/policies-procedures.html. Contractor shall make good faith efforts to award subcontracts and supply agreements in at least **0%** of the value of the Agreement to certified MWBEs. If the Contractor is a certified MBE or WBE, Contractor may count its self-performance to meet a portion of the overall goal. Contractor acknowledges that they have reviewed the requirements for good faith efforts on file with OBO, available at https://www.houstontx.gov/obo/docsandforms/goodfaithefforts.pdf, and will comply with the set forth requirements.

Contractor shall maintain records of subcontracts and supply agreements with certified M/WBEs, containing language required herein. In addition, Contractor shall submit all disputes that may arise with M/WBE subcontractors/supplies to mediation provided by OBO if other attempts do not result in a resolution.

3. PROTESTS

Protests shall be filed in accordance with the City of Houston Administrative Policy No. 5-12 http://www.houstontx.gov/adminpolicies/5-12.pdf.

4. CANCELLATION

The City has sole discretion and reserves the right to cancel this RFP, or to reject any or all Proposals received prior to contract award.

5. EXECUTIVE ORDER 1-56 ZERO TOLERANCE FOR HUMAN TRAFFICKING IN CITY SERVICE CONTRACTS AND PURCHASING

Docusign Envelope ID: E7BFD950-64EA-821D-8095-76AD824ED817

The City has a zero tolerance for human trafficking and, per Executive Order 1-56, City funds shall not be used to promote human trafficking. City vendors are expected to comply with this Executive Order and notify the City's Chief Procurement Officer of any information regarding possible violation by the vendor or its subcontractors providing services or goods to the City. The Executive Order is available on the City's website: http://www.houstontx.gov/execorders/1-56.pdf.

6. PRESERVATION OF CONTRACTING INFORMATION

The requirements of Subchapter J, Chapter 552, Texas Government Code, may apply to this solicitation and the contractor or vendor agrees that the contract can be terminated if the contractor or vendor knowingly or intentionally fails to comply with a requirement of that subchapter.

7. COMPLIANCE WITH CERTAIN STATE LAW REQUIREMENTS

Anti-Boycott of Israel. Vendor certifies that vendor is not currently engaged in, and agrees for the duration of this Agreement not to engage in, the boycott of Israel as defined by Section 808.001 of the Texas Government Code.

Anti-Boycott of Energy Companies. Vendor certifies that Vendor is not currently engaged in and agrees for the duration of this Agreement not to engage in, the boycott of energy companies as defined by Section 809.001 of the Texas Government Code.

Anti-Boycott of Firearm Entities or Firearm Trade Associations. Vendor certifies that vendor does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association, or will not discriminate against a firearm entity or firearm trade association for the duration of this Agreement, as defined by Section 2274.001 of the Texas Government Code.

Certification of No Business with Foreign Terrorist Organizations. For purposes of Section 2252.152 of the Code, Vendor certifies that, at the time of this Agreement neither vendor nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of vendor, is a company listed by the Texas Comptroller of Public Accounts under Sections 2252.153 or 2270.0201 of the Code as a company known to have contracts with or provide supplies or to a foreign terrorist organization.

Docusign Envelope ID: E7BFD950-64EA-821D-8095-76AD824ED817

INSTRUCTIONS TO PROPOSERS

1. PRE-PROPOSAL CONFERENCE

A Pre-Proposal Conference will be held at the date, time, and location indicated on the second page of the RFP document. Interested Proposer(s) are encouraged to attend. It will be assumed that potential Proposer(s) attending this meeting have reviewed the RFP in detail and are prepared to bring up any substantive questions not already addressed by the City.

2. ADDITIONAL INFORMATION AND SPECIFICATION CHANGES

Requests for additional information and questions shall be addressed to the Finance Department, Strategic Procurement Division **Torey Henderson**, preferably by e-mail to **Torey.Henderson@houstontx.gov** or by telephone at **(832) 393-8705** no later than the date and time shown on page two of this document. The City shall provide written responses to all questions received by Proposers prior to the RFP submittal deadline. Questions received from all Proposer(s) shall be answered by the City and made available to Proposer(s) who are listed as having obtained the RFP. Proposer(s) shall be notified in writing of any changes in the specifications contained within this RFP.

3. LETTER(S) OF CLARIFICATION

3.1 All Letters of Clarification and interpretations to this Solicitation shall be in writing. Any Letter of Clarification(s) or interpretation that is not in writing shall not legally bind the City. Only information supplied by the City in writing or in this RFP shall be used in preparing Proposal responses.

3.2 The City does not assume responsibility for the receipt of any Letters of Clarification sent to Proposer(s).

3.3 Proposers may submit no more than 25 questions relating to this solicitation. Should more than 25 questions be received from a single Proposer, the City will only respond to the first 25 questions received.

4. EXAMINATION OF DOCUMENTS AND REQUIREMENTS

4.1 Each Proposer shall carefully examine all RFP documents and familiarize themselves with all requirements prior to submitting a Proposal to ensure that the Proposal meets the intent of this RFP.

4.2 Before submitting a Proposal, each Proposer shall be responsible for making all investigations and examinations that are necessary to ascertain conditions and affecting the requirements of this RFP. Failure to make such investigations and examinations shall not relieve the Proposer from obligation to comply, in every detail, with all provisions and requirements of the RFP.

5. POST-PROPOSAL DISCUSSIONS WITH PROPOSER(S)

It is the City's intent to commence final negotiation with the Proposer(s) deemed most advantageous to the City. The City reserves the right to conduct post-Proposal discussions with any Proposer(s).

Docusign Envelope ID: E7BFD950-64EA-821D-8095-76AD824ED817

REQUIRED FORMS TO BE SUBMITTED WITH PROPOSAL

1. Offer and Submittal, List of References, and List of Proposed Subcontractors (Exhibit I)

2. Declaration of Hire Houston First Designation (Exhibit II – Attachment “D”)

3. City of Houston Ownership Information Form (Exhibit III)

4. Anti-Collusion Statement (Exhibit IV)

5. Conflict of Interest Questionnaire (Exhibit V)

6. Equal Opportunity Clause (Exhibit VI)

7. Technical Proposal (Section N)

8. Cost Proposal (Section O)

9. Federal Contract Terms and Conditions Certification Form (Section C)

10. New Jersey Business Compliance (Section D)

    - Attachments 1-7

11. Master Agreement Acceptance Form (Section J)

12. Appendix B, Section G – Submission Protocol, Evaluation, Award, 4. Evaluation Process and Criteria, 9.0 Other Required Information.

Docusign Envelope ID: E7BFD950-64EA-821D-8095-76AD824ED817

REQUIRED FORMS TO BE SUBMITTED BY RECOMMENDED VENDOR ONLY

Required forms shall be supplied to the Contractor after the award recommendation:

1. Insurance Requirements and Insurance Certificate

2. Drug Policy Compliance Agreement (Exhibit “B”); Contractor’s Certification of No Safety Impact Positions in Performance of a City Contract (Exhibit “C”); Drug Policy Compliance Declaration (Exhibit “D”)

3. City Contractors’ Pay or Play Acknowledgement Form (POP-1) pop1.pdf (houstontx.gov), Certification of Compliance with Pay or Play Program (POP-2) pop2.pdf (houstontx.gov), and List of Participating Subcontractors (POP-3) pop3.pdf (houstontx.gov).

4. Requested information outlined in the scope of work and other additional relevant/supporting information, or alternate Proposal.

5. Texas Ethics Commission, Certificate of Interested Parties (Form 1295). Create a certificate at https://www.ethics.state.tx.us/filinginfo/1295/.

6. Signed M/WBE Forms (Exhibit II): Attachment “A” M/WBE Participation Plan/Good Faith Efforts, Attachment “B” Letter of Intent; Attachment “C” Certified M/WBE Subcontracting Agreement Terms

7. Form of Administration Agreement (Section K)

   - Administration Agreement
   - Attachment A – Terms and Conditions
   - Schedule 1 To Attachment A - Form of Administrative Fee Report

Docusign Envelope ID: E7BFD950-64EA-821D-8095-76AD824ED817

SECTION C – FEDERAL CONTRACT TERMS AND CONDITIONS

[Attachment to Follow]

charged by supplier partner to the participating agency shall not exceed the awarded pricing, including any applicable discount, under supplier partner's Master Agreement.

Does vendor agree? DL (Initials of Authorized Representative)

12. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT

Supplier partner agrees that recipients and subrecipients are prohibited from obligating or expending loan or grant funds to procure or obtain, extend, or renew a contract to procure or obtain, or enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system from companies described in Public Law 115-232, section 889. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country are also prohibited.

Does vendor agree? DL (Initials of Authorized Representative)

13. DOMESTIC PREFERENCES FOR PROCUREMENTS

For participating agency purchases utilizing Federal funds, Respondent agrees to provide proof, where applicable, that the materials, including but not limited to, iron, aluminum, steel, cement, and other manufactured products are produced in the United States.

"**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.

Does vendor agree? DL (Initials of Authorized Representative)

14. GENERAL COMPLIANCE AND COOPERATION WITH PARTICIPATING AGENCIES

In addition to the foregoing specific requirements, supplier partner agrees, in accepting any purchase order from a Participating Agency, it shall make a good faith effort to work with Participating Agencies to provide such information and to satisfy such requirements as may apply to a particular participating agency purchase or purchases including without limitation applicable recordkeeping and record retention requirements.

Does vendor agree? DL (Initials of Authorized Representative)

15. APPLICABILITY TO SUBCONTRACTORS

Supplier partner agrees that all contracts it awards pursuant to the Master Agreement shall be bound by the foregoing terms and conditions.

Does vendor agree? DL (Initials of Authorized Representative)

By my signature below, I certify that the information in this form is true, complete, and accurate and that I am authorized by my company to make this certification and all consents and agreements contained herein.

Debbie Loyning		04/17/2025
Printed Name of Representative	*Signature*	*Date*
Alliance 2020, Inc.	304 Main Ave S, Suite 101, Renton, WA 98057	622921211
Company Name	*Address*	*DUNS No. (if applicable)*

Docusign Envelope ID: E7BFD950-64EA-821D-8095-76AD824ED817

SECTION D – NEW JERSEY BUSINESS COMPLIANCE

[Attachment to Follow]

Docusign Envelope ID: E7BFD950-64EA-821D-8095-76AD824ED817

NEW JERSEY BUSINESS COMPLIANCE

Respondents intending to do business in the State of New Jersey shall comply with policies and procedures required by New Jersey statutes. All Respondents must complete and submit the following forms to meet the requirements of doing business in this state. Failure to comply shall affect the ability to promote the Master Agreement in the State of New Jersey as required hereunder.

INCLUDED IN PROPOSAL	ATTACHMENT	FORM
	Attachment 1	Ownership Disclosure Form
	Attachment 2	Non-Collusion Affidavit
	Attachment 3	Affirmative Action Affidavit
	Attachment 4	Political Contribution Disclosure Form
	Attachment 5	Stockholder Disclosure Certification
	Attachment 6	Certification of Non-Involvement in Prohibited Activities in Iran
	Attachment 7	New Jersey Business Registration Certificate

New Jersey vendors are required to comply with the following New Jersey statutes when applicable:

(1) All anti-discrimination laws, including those contained in N.J.S.A. 10:2-1 through N.J.S.A. 10:2-14, N.J.S.A. 10:5-1, and N.J.S.A. 10:5-31 through 10:5-38;

(2) Prevailing Wage Act, N.J.S.A. 34:11-56.26, for all contracts within the contemplation of the Act;

(3) Compliance with Public Works Contractor Registration Act, N.J.S.A. 34:11-56.26; and

(4) Bid and Performance Security, as required by the applicable municipal or state statutes.

[Attachments to Follow]

Docusign Envelope ID: E7BFD950-64EA-821D-8095-76AD824ED817

ATTACHMENT 1 –OWNERSHIP DISCLOSURE FORM

N.J.S.A. 52:25-24.2 (P.L. 1977, c.33, as amended by P.L. 2016, c.43)

This statement shall be completed, certified to, and included with all bid and proposal submissions. Failure to submit the required information is cause for automatic rejection of the bid or proposal.

Name of Organization: Alliance 2020 Inc

Organization Address:

Part I Check the box that represents the type of business organization:

☐ Sole Proprietorship (skip Parts II and III, execute certification in Part IV)
☐ Non-Profit Corporation (skip Parts II and III, execute certification in Part IV)
x☐ For-Profit Corporation (any type) ☐ Limited Liability Company (LLC)
☐ Partnership ☐ Limited Partnership ☐ Limited Liability Partnership (LLP)
☐ Other (be specific): _____

Part II

☐ The list below contains the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, as the case may be. **(COMPLETE THE LIST BELOW IN THIS SECTION)**

OR

☐ No one stockholder in the corporation owns 10 percent or more of its stock, of any class, or no individual partner in the partnership owns a 10 percent or greater interest therein, or no member in the limited liability company owns a 10 percent or greater interest therein, as the case may be. **(SKIP TO PART IV)**

(Please attach additional sheets if more space is needed):

Name of Individual or Business Entity	Address

Docusign Envelope ID: E7BFD950-64EA-821D-8095-76AD824ED817

ATTACHMENT 2 – NON-COLLUSION AFFIDAVIT
(N.J.S.A. 52:34-15)

Respondent Name:	Debbie Loyning
Respondent Address:	304 Main Ave S Ste 101 Renton, WA 98057

State of Washington
County of King

I, Debbie Loyning, residing in Renton in the County of King, State of Washington of full age, being duly sworn according to law on my oath depose and say that:

I am the Chief Operating Officer of the firm of Alliance 2020, the Respondent making the Proposal for the goods, services, or public work specified under the Background Check and Identity attached proposal, and that I executed the said proposal with full authority to do so; that said Respondent has not directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above proposal; and that all statements contained in said bid proposal and in this affidavit are true and correct, and made with full knowledge that the City of Houton relies upon the truth of the statements contained in said bid proposal and in the statements contained in this affidavit in awarding the contract for the said goods, services, or public work.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by Alliance 2020 Inc.

Subscribed and sworn to
before me this day
8/10/, 2026

Notary Public Signature

My Commission expires 4-12-,
2027

(Seal)

MERRY LINGENFELTER
COMM. EXPIRES 04/12/2027
NOTARY PUBLIC
COMM. NO. 209778
STATE OF WASHINGTON

Signature

Debbie Loyning
Type or print name of affiant under signature

Docusign Envelope ID: E7BFD950-64EA-821D-8095-76AD824ED817

Part III DISCLOSURE OF 10% OR GREATER OWNERSHIP IN THE STOCKHOLDERS, PARTNERS OR LLC MEMBERS LISTED IN PART II

If a bidder has a direct or indirect parent entity which is publicly traded, and any person holds a 10 percent or greater beneficial interest in the publicly traded parent entity as of the last annual federal Security and Exchange Commission (SEC) or foreign equivalent filing, ownership disclosure can be met by providing links to the website(s) containing the last annual filing(s) with the federal Securities and Exchange Commission (or foreign equivalent) that contain the name and address of each person holding a 10% or greater beneficial interest in the publicly traded parent entity, along with the relevant page numbers of the filing(s) that contain the information on each such person. **Attach additional sheets if more space is needed.**

Website (URL) containing the last annual SEC (or foreign equivalent) filing	Page #'s

Please list the names and addresses of each stockholder, partner or member owning a 10 percent or greater interest in any corresponding corporation, partnership and/or limited liability company (LLC) listed in Part II **other than for any publicly traded parent entities referenced above.** The disclosure shall be continued until names and addresses of every noncorporate stockholder, and individual partner, and member exceeding the 10 percent ownership criteria established pursuant to N.J.S.A. 52:25-24.2 has been listed. **Attach additional sheets if more space is needed.**

Stockholder/Partner/Member and Corresponding Entity Listed in Part II	Home Address (for Individuals) or Business Address

Part IV CERTIFICATION

I, being duly sworn upon my oath, hereby represent that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I acknowledge: that I am authorized to execute this certification on behalf of the bidder/proposer; that the **[New Jersey Government Entity]** is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the completion of any contracts with **[NJ Government Entity]** to notify the **[NJ Government Entity]** in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the, permitting the **[NJ Government Entity]** to declare any contract(s) resulting from this certification void and unenforceable.

Docusign Envelope ID: E7BFD950-64EA-821D-8095-76AD824ED817

ATTACHMENT 3 – AFFIRMATIVE ACTION AFFIDAVIT
(P.L. 1975, c. 127)

Respondent Full Name:	Debbie Loyning
Respondent Address:	304 Main Ave S Ste 101 Renton, WA 98057

Proposal Certification: Indicate below your company's compliance with the New Jersey Affirmative Action regulations. Respondent's proposal shall be accepted even if not in compliance at this time. No contract and / or purchase order may be issued, however, until all Affirmative Action requirements are met.

Required Affirmative Action Documentation:
Respondent shall submit with its proposal:

(1) Letter of Federal Affirmative Action Plan Approval

OR

(2) Certificate of Employee Information Report

OR

(3) Employee Information Report Form AA302

Public Work – Project Cost over $50,000:

(1) If Respondent has no approved Federal or New Jersey Affirmative Action Plan, Company shall complete New Jersey Form AA-201 upon award; or
(2) Respondent has a federal or New Jersey Affirmative Action Plan, and the certificate is enclosed.

I further certify the statements and information contained herein are complete and correct to the best of my knowledge and belief.

Debbie Loyning
Authorized Signature

Debbie Loyning
Printed Name

C.O.O.
Title

8/10/26
Date

Docusign Envelope ID: E7BFD950-64EA-821D-8095-76AD824ED817

MANDATORY AFFIRMATIVE ACTION LANGUAGE
N.J.S.A. 10:5-31 *et seq.* (P.L. 1975, c. 127)
N.J.A.C. 17:27

PROCUREMENT, PROFESSIONAL, AND SERVICE CONTRACTS

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, shall not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. The contractor shall take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. Such action 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. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this non-discrimination clause.

The contractor or subcontractor, where applicable shall, in all solicitations or advertisement for employees placed by or on behalf of the contractor, state that all qualified applicants shall receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation.

The contractor or subcontractor, where applicable, shall send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to attempt in good faith to employ minority and female workers trade consistent with the applicable county employment goal prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by the Affirmative Action Office pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time.

The contractor or subcontractor agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and that it shall discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the state of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

The contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading, and lay-off to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor and its subcontractors shall furnish such reports or other documents to the Affirmative Action Office as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Affirmative

Docusign Envelope ID: E7BFD950-64EA-821D-8095-76AD824ED817

Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (NJAC 17:27).

Signature of Respondent

Docusign Envelope ID: E7BFD950-64EA-821D-8095-76AD824ED817

ATTACHMENT 4 – C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Public Agency Instructions

This page provides guidance to public agencies entering into contracts with business entities that are required to file Political Contribution Disclosure forms with the agency. **It is not intended to be provided to contractors.** What follows are instructions on the use of form local units can provide to contractors that are required to disclose political contributions pursuant to N.J.S.A. 19:44A-20.26 (P.L. 2005, c. 271, s.2). Additional information is available in Local Finance Notice 2006-1 (https://www.nj.gov/dca/divisions/dlgs/resources/lfns_2006.html).

1. The disclosure is required for all contracts in excess of $17,500 that are **not awarded** pursuant to a "fair and open" process (N.J.S.A. 19:44A-20.7).

2. Due to the potential length of some contractor submissions, the public agency should consider allowing data to be submitted in electronic form (i.e., spreadsheet, pdf file, etc.). Submissions must be kept with the contract documents or in an appropriate computer file and be available for public access. **The form is worded to accept this alternate submission.** The text should be amended if electronic submission shall not be allowed.

3. The submission must be **received from the contractor and** on file at least 10 days prior to award of the contract. Resolutions of award should reflect that the disclosure has been received and is on file.

4. The contractor must disclose contributions made to candidate and party committees covering a wide range of public agencies, including all public agencies that have elected officials in the county of the public agency, state legislative positions, and various state entities. The Division of Local Government Services recommends that contractors be provided a list of the affected agencies. This shall assist contractors in determining the campaign and political committees of the officials and candidates affected by the disclosure.

a) The Division has prepared model disclosure forms for each county. They can be downloaded from the "County PCD Forms" link on the Pay-to-Play web site at_https://www.state.nj.us/dca/divisions/dlgs/programs/pay_2_play.html. They shall be updated from time-to-time as necessary.

b) A public agency using these forms **should edit them to properly reflect the correct legislative district(s)**. As the forms are county-based, **they list all legislative districts** in each county. **Districts that do not represent the public agency should be removed from the lists.**

c) Some contractors may find it easier to provide a single list that covers all contributions, regardless of the county. These submissions are appropriate and should be accepted.

d) The form may be used "as-is", subject to edits as described herein.

e) The "Contractor Instructions" sheet is intended to be provided with the form. It is recommended that the Instructions and the form be printed on the same piece of paper. The form notes that the Instructions are printed on the back of the form; where that is not the case, the text should be edited accordingly.

f) The form is a Word document and can be edited to meet local needs, and posted for download on web sites, used as an e-mail attachment, or provided as a printed document.

5. It is recommended that the contractor also complete a "Stockholder Disclosure Certification." This shall assist the local unit in its obligation to ensure that contractor did not make any prohibited contributions to the committees listed on the Business Entity Disclosure Certification in the 12 months prior to the contract. (See Local Finance Notice 2006-7 for additional information on this obligation) A sample Certification form is part of this package and the instruction to complete it is included in the Contractor Instructions. **NOTE: This section is not applicable to Boards of Education.**

CORETRUST

ATTACHMENT 4 – C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Contractor Instructions

Business entities (contractors) receiving contracts from a public agency in the state of New Jersey that are NOT awarded pursuant to a "fair and open" process (defined at N.J.S.A. 19:44A-20.7) are subject to the provisions of P.L. 2005, c. 271, s.2 (N.J.S.A. 19:44A-20.26). This law provides that 10 days prior to the award of such a contract, the contractor shall disclose contributions to:

- any State, county, or municipal committee of a political party
- any legislative leadership committee*
- any continuing political committee (a.k.a., political action committee)
- any candidate committee of a candidate for, or holder of, an elective office:
    - of the public entity awarding the contract;
    - of that county in which that public entity is located;
    - of another public entity within that county; or
    - of a legislative district in which that public entity is located or, when the public entity is a county, of any legislative district which includes all or part of the county.

The disclosure must list reportable contributions to any of the committees that exceed $300 per election cycle that were made during the 12 months prior to award of the contract. See N.J.S.A. 19:44A-8 and 19:44A-16 for more details on reportable contributions.

N.J.S.A. 19:44A-20.26 itemizes the parties from whom contributions must be disclosed when a business entity is not a natural person. This includes the following:

- individuals with an "interest" ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit
- all principals, partners, officers, or directors of the business entity or their spouses
- any subsidiaries directly or indirectly controlled by the business entity
- IRS Code Section 527 New Jersey based organizations, directly or indirectly controlled by the business entity and filing as continuing political committees (PACs).

When the business entity is a natural person, "a contribution by that person's spouse or child, residing therewith, shall be deemed to be a contribution by the business entity." [N.J.S.A. 19:44A-20.26(b)] The contributor must be listed on the disclosure.

Any business entity that fails to comply with the disclosure provisions shall be subject to a fine imposed by ELEC in an amount to be determined by the Commission which may be based upon the amount that the business entity failed to report.

The enclosed list of agencies is provided to assist the contractor in identifying those public agencies whose elected official and/or candidate campaign committees are affected by the disclosure requirement. It is the contractor's responsibility to identify the specific committees to which contributions may have been made and need to be disclosed. The disclosed information may exceed the minimum requirement.

The enclosed form, a content-consistent facsimile, or an electronic data file containing the required details (along with a signed cover sheet) may be used as the contractor's submission and is disclosable to the public under the Open Public Records Act.

The contractor must also complete the attached Stockholder Disclosure Certification. This shall assist the agency in meeting its obligations under the law. **NOTE: This section does not apply to Board of Education contracts.**

*N.J.S.A. 19:44A-3(s): "The term "legislative leadership committee" means a committee established, authorized to be established, or designated by the President of the Senate, the Minority Leader of the Senate, the Speaker of the General Assembly or the Minority Leader of the General Assembly pursuant to section 16 of P.L.1993, c.65 (C.19:44A-10.1) for the purpose of receiving contributions and making expenditures."

Docusign Envelope ID: E7BFD950-64EA-821D-8095-76AD824ED817

ATTACHMENT 4 – C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Required Pursuant to N.J.S.A. 19:44A-20.26

This form or its permitted facsimile must be submitted to the local unit no later than 10 days prior to the award of the contract.

Part I – Vendor Information

Vendor Name:	Alliance 2020 Inc		
Address:	304 Main Ave S Ste 101		
City:	Renton	State: WA	Zip: 98057

The undersigned, being authorized to certify, hereby certifies that the submission provided herein represents compliance with the provisions of N.J.S.A. 19:44A-20.26 and as represented by the Instructions accompanying this form.

	Debbie Loyning	Chief Operating Officer
Signature of Vendor	Printed Name	Title

Part II – Contribution Disclosure

Disclosure requirement: Pursuant to N.J.S.A. 19:44A-20.26 this disclosure must include all reportable political contributions (more than $300 per election cycle) over the 12 months prior to submission to the committees of the government entities listed on the form provided by the local unit.

☐ Check here if disclosure is provided in electronic form.

Contributor Name	Recipient Name	Date	Dollar Amount
No funds contributed			$0

☑ Check here if the information is continued on subsequent page(s).

Docusign Envelope ID: E7BFD950-64EA-821D-8095-76AD824ED817

ATTACHMENT 4

List of Agencies with Elected Officials Required for Political Contribution Disclosure

N.J.S.A. 19:44A-20.26

County Name:

State: Governor, and Legislative Leadership Committees

Legislative District #s:

State Senator and two members of the General Assembly per district.

County:

Freeholders	County Clerk	Sheriff
{County Executive}	Surrogate	

Municipalities (Mayor and members of governing body, regardless of title):

USERS SHOULD CREATE THEIR OWN FORM, OR DOWNLOAD FROM THE PAY TO PLAY SECTION OF THE DLGS WEBSITE A COUNTY-BASED, CUSTOMIZABLE FORM.

Docusign Envelope ID: E7BFD950-64EA-821D-8095-76AD824ED817

ATTACHMENT 5 – STOCKHOLDER DISCLOSURE CERTIFICATION

Name of Business: Alliance 2020 Inc

☒ I certify that the list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned.

OR

☐ I certify that no one stockholders owns 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business organization:

☐ Partnership	☒ Corporation	☐ Sole Proprietorship
☐ Limited Partnership	☐ Limited Liability Corporation	☐ Limited Liability Partnership
☐ Subchapter S Corporation		

Sign and notarize the form below and, if necessary, complete the stockholder list below. Use more space as necessary.

Stockholders:

Name: Kathy Faulkes
Home Address:
6819 Ripley Ln
Renton, WA 98056

Name: Bradley Faulkes
Home Address:
6819 Ripley Ln
Renton, WA 98056

Subscribed and sworn to
before me this day
8/10, 2026

Affiant

Debbie Loyning
Type or print name of affiant under signature

Notary Public Signature

My Commission expires 4/12/, 2027

(Seal)

MERRY LINGENFELTER
COMM. EXPIRES 04/12/2027
NOTARY
PUBLIC
COMM. NO. 209778
STATE OF WASHINGTON

Docusign Envelope ID: E7BFD950-64EA-821D-8095-76AD824ED817

ATTACHMENT 6 - CERTIFICATION OF NON-INVOLVEMENT IN PROHIBITED ACTIVITIES IN IRAN

Pursuant to N.J.S.A. 52:32-58, Suppliers must certify that neither Supplier, nor any of its parents, subsidiaries, and/or affiliates (as defined in N.J.S.A. 52:32-56(e)(3)), is listed on the Department of Treasury's List of Persons or Entities Engaging in Prohibited Investment Activities in Iran and that neither is involved in any of the investment activities set forth in N.J.S.A. 52:32-56(f).

Suppliers wishing to do business in New Jersey through this contract must fill out the Certification of Non-Involvement in Prohibited Activities in Iran here:

https://www.nj.gov/treasury/purchase/forms/DisclosureofInvestmentActivitiesinIran.pdf

Suppliers should submit the above completed form as part of their proposal.

Docusign Envelope ID: E7BFD950-64EA-821D-8095-76AD824ED817

DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN FORM

STATE OF NEW JERSEY
DEPARTMENT OF THE TREASURY - DIVISION OF PURCHASE AND PROPERTY
33 WEST STATE STREET, P.O. BOX 230 TRENTON, NEW JERSEY 08625-0230

BID SOLICITATION # AND TITLE: 2025-0009 background check and identify verification

VENDOR NAME: Alliance 2020 Inc

Pursuant to N.J.S.A. 52:32-57, et seq. (P.L. 2012, c.25 and P.L. 2021, c.4) any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must certify that neither the person nor entity, nor any of its parents, subsidiaries, or affiliates, is identified on the New Jersey Department of the Treasury's Chapter 25 List as a person or entity engaged in investment activities in Iran. The Chapter 25 list is found on the Division's website at https://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf. Vendors/Bidders must review this list prior to completing the below certification. If the Director of the Division of Purchase and Property finds a person or entity to be in violation of the law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

CHECK THE APPROPRIATE BOX

☑ I certify, pursuant to N.J.S.A. 52:32-57, et seq. (P.L. 2012, c.25 and P.L. 2021, c.4), that neither the Vendor/Bidder listed above nor any of its parents, subsidiaries, or affiliates is listed on the New Jersey Department of the Treasury's Chapter 25 List of entities determined to be engaged in prohibited activities in Iran.

OR

☐ I am unable to certify as above because the Vendor/Bidder and/or one or more of its parents, subsidiaries, or affiliates is listed on the New Jersey Department of the Treasury's Chapter 25 List. I will provide a detailed, accurate and precise description of the activities of the Vendor/Bidder, or one of its parents, subsidiaries or affiliates, has engaged in regarding investment activities in Iran by completing the information requested below.

Entity Engaged in Investment Activities _____
Relationship to Vendor/ Bidder _____
Description of Activities _____
_____
_____
Duration of Engagement _____
Anticipated Cessation Date _____

**Attach Additional Sheets If Necessary.*

CERTIFICATION

I, the undersigned, certify that I am authorized to execute this certification on behalf of the Vendor, that the foregoing information and any attachments hereto, to the best of my knowledge are true and complete. I acknowledge that the State of New Jersey is relying on the information contained herein, and that the Vendor is under a continuing obligation from the date of this certification through the completion of any contract(s) with the State to notify the State in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification. If I do so, I may be subject to criminal prosecution under the law, and it will constitute a material breach of my contract(s) with the State, permitting the State to declare any contract(s) resulting from this certification void and unenforceable.

Debbie Loyning
Signature

08/03/2026
Date

Debbie Loyning COO
Print Name and Title

Docusign Envelope ID: E7BFD950-64EA-821D-8095-76AD824ED817

ATTACHMENT 7 – NEW JERSEY BUSINESS REGISTRATION CERTIFICATE (N.J.S.A 52:32-44)

Suppliers wishing to do business in New Jersey must submit their State Division of Revenue issued Business Registration Certificate as part of their proposal. Failure to do so shall disqualify Supplier from offering products or services in New Jersey through any resulting contract.

State of NJ - Department of the Treasury - Division of Revenue Business Registration Certificate

Docusign Envelope ID: E7BFD950-64EA-821D-8095-76AD824ED817

STATE OF NEW JERSEY

DEPARTMENT OF THE TREASURY

DIVISION OF REVENUE AND ENTERPRISE SERVICES

Business Registration - Confirmation Filing

DLN I0000241621

Business Name ALLIANCE 2020 CORPORATION

Sequence Number	6162257
Filing Date	08/10/2026
Authorized Representative	Bradley J Faulkes
Business Name	ALLIANCE 2020 CORPORATION
Entity ID	0451506822
EIN Number (NJ Taxpayer ID)	###-###-989/000
Trade Name on Certificate	
Other Trade Names	
Beginning Date in NJ	08/05/2026
Open all Year	Yes
Business Location	304 MAIN AVE S STE 101 RENTON WA 98057
Mailing Name and Address	accounting po box 4248 renton WA 98057
Ownership Type	Authorized Foreign Corporation
Last Month of Fiscal Year	December
State of Incorporation	WA
Is a subsidiary	No
Owners	bradley j faulkes Officer (Owns 50%) ###-##-5860
Has your business been approved as a Federal S Corporation or Qualified Subchapter S subsidiary (QSSS) ?	No
Enter the approval date of the Federal S corporation or QSSS election ?	
New Jersey S corporation OR New Jersey QSSS status is to be effective on the following date	
Business Code	2754
Principal Product or Service	BACKGROUND SCREENING
Principal Activity	BACKGROUND CHECKS
Industrial Code	7375

Docusign Envelope ID: E7BFD950-64EA-821D-8095-76AD824ED817

61611

Number of Workers	

Activities applicable to this business:

Paying employees working in New Jersey	No
Paying New Jersey residents working outside of New Jersey	No
Paying a pension or annuity to any New Jersey residents	No
Operates more than one facility in New Jersey with employees	No
Acquired assets, trade/business, and/or employees	No

Activities applicable to this business:

Sell or use taxable goods or services in New Jersey	No
Need to make exempt purchases	No
Wholesale sales or distribution of tobacco products	No
Sell or transport motor fuels or petroleum	No
Store petroleum and/or hazardous chemicals	No
Manufacture, distribute or sell litter generating products	No
Required to file for solid waste disposal facility	No
Required to file for solid waste transport	No
Operate a sanitary landfill	No
Sell or deliver natural gas or electricity	No
Sell goods or services to State Agencies or Casinos	No
Operate a Motor Vehicle Rental Company	No
Sell new tires or sell or lease Motor Vehicles	No
Sell voice grade access/mobile telecommunications	No
Operate a Hotel, Motel or Other Facility that rents rooms	No
Operate a Gambling Hall that holds games of chance	No
Operates in the Millville Sports & Entertainment District	No
Other business activities subject to miscellaneous taxes	None
Contact Name	Bradley J. Faulkes
Title	Officer
Email	brad@alliance2020.com
Daytime Phone	(206) 660 - 6743
Evening Phone	

Docusign Envelope ID: E7BFD950-64EA-821D-8095-76AD824ED817

STATE OF NEW JERSEY
DEPARTMENT OF THE TREASURY
DIVISION OF REVENUE AND ENTERPRISE SERVICES
SHORT FORM STANDING

ALLIANCE 2020 CORPORATION
0451506822

I, the Treasurer of the State of New Jersey, do hereby certify that the above-named Washington Foreign For-Profit Corporation was registered by this office on August 05, 2026.

As of the date of this certificate, said business continues as an active business in good standing in the State of New Jersey, and its Annual Reports are current.

I further certify that the registered agent and office are:

REGISTERED AGENTS IC
971 US HIGHWAY 202N STE A
BRANCHBURG, NJ 08876

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal at Trenton, this 11th day of August, 2026

Aaron Binder

Aaron Binder
State Treasurer

Certificate Number : 6180044617

Verify this certificate online at

https://www1.state.nj.us/TYTR_StandingCert/JSP/Verify_Cert.jsp

Docusign Envelope ID: E7BFD950-64EA-821D-8095-76AD824ED817

NEW JERSEY DEPARTMENT OF THE TREASURY
DIVISION OF REVENUE AND ENTERPRISE SERVICES

CERTIFICATE OF AUTHORITY

ALLIANCE 2020 CORPORATION
0451506822

The above-named FOREIGN FOR-PROFIT CORPORATION was duly filed in accordance with New Jersey State Law on 08/05/2026 and was assigned identification number 0451506822. Following are the articles that constitute its original certificate.

1. **Name:**
   ALLIANCE 2020 CORPORATION
2. **Registered Agent:**
   REGISTERED AGENTS IC
3. **Registered Office:**
   971 US HIGHWAY 202N STE A
   BRANCHBURG, NEW JERSEY 08876
4. **Business Purpose:**
   BACKGROUND SCREENING
5. **Incorporated Under the Laws of:**
   WASHINGTON ON 05/13/1987
6. **Effective Date of this filing is:**
   08/05/2026
7. **Main Business Address:**
   304 MAIN AVE S
   STE 101
   RENTON, WASHINGTON 98057

Signatures:

BRADLEY FAULKES
CEO

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal 5th day of August, 2026

Aaron Binder

Aaron Binder
State Treasurer

Certificate Number : 4330452941
Verify this certificate online at
https://www1.state.nj.us/TYTR_StandingCert/JSP/Verify_Cert.jsp

Continued on next page ...

Docusign Envelope ID: E7BFD950-64EA-821D-8095-76AD824ED817

NEW JERSEY DEPARTMENT OF THE TREASURY
DIVISION OF REVENUE AND ENTERPRISE SERVICES

CERTIFICATE OF AUTHORITY

ALLIANCE 2020 CORPORATION
0451506822

UNITED STATES OF AMERICA

The State of Washington

Secretary of State

I, STEVE R. HOBBS, Secretary of State of the State of Washington and custodian of its seal, hereby issue this

CERTIFICATE OF EXISTENCE

OF

ALLIANCE 2020, INC.

I CERTIFY that the records on file in this office show that the above named entity was formed under the laws of the State of Washington and that its public organic record was filed in Washington and became effective on 05/13/1987.

I FURTHER CERTIFY that the entity's duration is Perpetual, and that as of the date of this certificate, the records of the Secretary of State do not reflect that this entity has been dissolved.

I FURTHER CERTIFY that all fees, interest, and penalties owed and collected through the Secretary of State have been paid.

I FURTHER CERTIFY that the most recent annual report has been delivered to the Secretary of State for filing and that proceedings for administrative dissolution are not pending.

Issued Date: 08/05/2026
UBI Number: 601 024 970

Given under my hand and the Seal of the State of Washington at Olympia, the State Capital

Steve R. Hobbs, Secretary of State

Date Issued: 08/05/2026

Docusign Envelope ID: E7BFD950-64EA-821D-8095-76AD824ED817

ATTACHMENT 8 – CERTIFICATION OF NON-INVOLVEMENT IN PROHIBITED ACTIVITIES IN RUSSIA OR BELARUS

Pursuant to N.J.S.A. 52:32-60.1, et seq. (L. 2022, c. 3) any person or entity (hereinafter "Vendor") that seeks to enter into or renew a contract with a State agency for the provision of goods or services, or the purchase of bonds or other obligations, must complete the certification below indicating whether or not the Vendor is identified on the Office of Foreign Assets Control (OFAC) Specially Designated Nationals and Blocked Persons list, available here: https://sanctionssearch.ofac.treas.gov/. If the Department of the Treasury finds that a Vendor has made a certification in violation of the law, it shall take any action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

I, the undersigned, certify that I have read the definition of "Vendor" below, and have reviewed the Office of Foreign Assets Control (OFAC) Specially Designated Nationals and Blocked Persons list, and having done so certify:

(Check the Appropriate Box)

● A. That the Vendor is not identified on the OFAC Specially Designated Nationals and Blocked Persons list o account of activity related to Russia and/or Belarus.

OR

○ B. That I am unable to certify as to "A" above, because the Vendor is identified on the OFAC Specially Designated Nationals and Blocked Persons list on account of activity related to Russia and/or Belarus.

OR

○ C. That I am unable to certify as to "A" above, because the Vendor is identified on the OFAC Specially Designated Nationals and Blocked Persons list. However, the Vendor is engaged in activity related to Ru and/or Belarus consistent with federal law, regulation, license or exemption. A detailed description of how Vendor's activity related to Russia and/or Belarus is consistent with federal law is set forth below.

_____

_____

_____

_____

_____

_____

(Attach Additional Sh
Nece

Alliance 2020 Inc
Company Name

91-1374989
FEID Number

Signature of Authorized Agent

Typed Name

8/10/24
Date

Vendor means: (1) A natural person, corporation, company, limited partnership, limited liability partnership, limited liability company, business association, sole proprietorship, joint venture, partnership, society, trust, or any other nongovernmental entity,

Docusign Envelope ID: E7BFD950-64EA-821D-8095-76AD824ED817

organization, or group; (2) Any governmental entity or instrumentality of a government, including a multilateral development institution, as defined in Section 1701(c)(3) of the International Financial Institutions Act, 22 U.S.C. 262r(c)(3); or (3) Any parent, successor, subunit, direct or indirect subsidiary, or any entity under common ownership or control with, any entity described in paragraph (1) or (2).

Docusign Envelope ID: E7BFD950-64EA-821D-8095-76AD824ED817

SECTION E – STATE NOTICE ADDENDUM

[Attachment to Follow

Docusign Envelope ID: E7BFD950-64EA-821D-8095-76AD824ED817

STATE NOTICE ADDENDUM

Pursuant to certain state notice provisions, including but not limited to Oregon Revised Statutes Chapter 279A.220, the following public agencies and political subdivisions of the referenced public agencies are eligible to register with CoreTrust and access the Master Agreement made pursuant to this solicitation, and hereby given notice of the foregoing solicitation for purposes of complying with the procedural requirements of said statutes:

Nationwide:

State of Alabama	State of Hawaii	Commonwealth of Massachusetts	State of New Mexico	State of South Dakota
State of Alaska	State of Idaho	State of Michigan	State of New York	State of Tennessee
State of Arizona	State of Illinois	State of Minnesota	State of North Carolina	State of Texas
State of Arkansas	State of Indiana	State of Mississippi	State of North Dakota	State of Utah
State of California	State of Iowa	State of Missouri	State of Ohio	State of Vermont
State of Colorado	State of Kansas	State of Montana	State of Oklahoma	Commonwealth of Virginia
State of Connecticut	Commonwealth of Kentucky	State of Nebraska	State of Oregon	State of Washington
State of Delaware	State of Louisiana	State of Nevada	Commonwealth of Pennsylvania	State of West Virginia
State of Florida	State of Maine	State of New Hampshire	State of Rhode Island	State of Wisconsin
State of Georgia	State of Maryland	State of New Jersey	State of South Carolina	State of Wyoming
District of Columbia	Commonwealth of Puerto Rico			

Lists of political subdivisions, local governments, and tribal governments in the above referenced states / districts may be found at https://www.usa.gov/state-governments. Notwithstanding anything to the contrary herein, the aforementioned lists are not exhaustive; to the extent any new public agency, entity, or political subdivision is formed after the publication date of this solicitation, such new agency, entity, or subdivision shall be deemed contemplated hereunder.

[Remainder of page intentionally left blank.]

CITIES, TOWNS, VILLAGES, AND BOROUGHS INCLUDING BUT NOT LIMITED TO:

BAKER CITY GOLF COURSE, OR
CITY OF ADAIR VILLAGE, OR
CITY OF ASHLAND, OR
CITY OF AUMSVILLE, OR
CITY OF AURORA, OR
CITY OF BAKER, OR
CITY OF BATON ROUGE, LA
CITY OF BEAVERTON, OR
CITY OF BEND, OR
CITY OF BOARDMAN, OR
CITY OF BONANAZA, OR
CITY OF BOSSIER CITY, LA
CITY OF BROOKINGS, OR
CITY OF BURNS, OR
CITY OF CANBY, OR
CITY OF CANYONVILLE, OR
CITY OF CLATSKANIE, OR
CITY OF COBURG, OR
CITY OF CONDON, OR
CITY OF COQUILLE, OR
CITY OF CORVALLI, OR
CITY OF CORVALLIS PARKS AND RECREATION DEPT., OR
CITY OF COTTAGE GROVE, OR
CITY OF DONALD, OR
CITY OF EUGENE, OR
CITY OF FOREST GROVE, OR
CITY OF GOLD HILL, OR
CITY OF GRANTS PASS, OR
CITY OF GRESHAM, OR
CITY OF HILLSBORO, OR
CITY OF INDEPENDENCE, OR
CITY AND COUNTY OF HONOLULU, HI
CITY OF KENNER, LA
CITY OF LA GRANDE, OR
CITY OF LAFAYETTE, LA
CITY OF LAKE CHARLES, OR
CITY OF LEBANON, OR
CITY OF MCMINNVILLE, OR
CITY OF MEDFORD, OR
CITY OF METAIRIE, LA
CITY OF MILL CITY, OR
CITY OF MILWAUKIE, OR
CITY OF MONROE, LA
CITY OF MOSIER, OR
CITY OF NEW ORLEANS, LA
CITY OF NORTH PLAINS, OR
CITY OF OREGON CITY, OR
CITY OF PILOT ROCK, OR
CITY OF PORTLAND, OR
CITY OF POWERS, OR
CITY OF PRINEVILLE, OR
CITY OF REDMOND, OR
CITY OF REEDSPORT, OR
CITY OF RIDDLE, OR CITY OF ROGUE RIVER, OR
CITY OF ROSEBURG, OR
CITY OF SALEM, OR
CIT OF SANDY, OR
CITY OF SCAPPOOSE, OR
CITY OF SHADY COVE, OR
CITY OF SHERWOOD, OR
CITY OF SHREVEPORT, LA
CITY OF SILVERTON, OR
CITY OF SPRINGFIELD, OR
CITY OF ST. HELENS, OR
CITY OF ST. PAUL, OR
CITY OF SULPHUR, LA
CITY OF TIGARD, OR
CITY OF TROUTDALE, OR
CITY OF TUALATIN, OR
CITY OF WALKER, LA
CITY OF WARRENTON, OR
CITY OF WEST LINN, OR
CITY OF WILSONVILLE, OR
CITY OF WINSTON, OR
CITY OF WOODBURN, OR
LEAGUE OF OREGON CITES
THE CITY OF HAPPY VALLEY OREGON
ALPINE, UT
ALTA, UT
ALTAMONT, UT
ALTON, UT
AMALGA, UT
AMERICAN FORK CITY, UT
ANNABELLA, UT
ANTIMONY, UT
APPLE VALLEY, UT
AURORA, UT
BALLARD, UT
BEAR RIVER CITY, UT
BEAVER, UT
BICKNELL, UT
BIG WATER, UT
BLANDING, UT
BLUFFDALE, UT
BOULDER, UT
CITY OF BOUNTIFUL, UT
BRIAN HEAD, UT
BRIGHAM CITY CORPORATION, UT
BRYCE CANYON CITY, UT
CANNONVILLE, UT
CASTLE DALE, UT
CASTLE VALLEY, UT
CITY OF CEDAR CITY, UT
CEDAR FORT, UT
CITY OF CEDAR HILLS, UT

CENTERFIELD, UT
CENTERVILLE CITY CORPORATION, UT
CENTRAL VALLEY, UT
CHARLESTON, UT
CIRCLEVILLE, UT
CLARKSTON, UT
CLAWSON, UT
CLEARFIELD, UT
CLEVELAND, UT
CLINTON CITY CORPORATION, UT
COALVILLE, UT
CORINNE, UT
CORNISH, UT
COTTONWOOD HEIGHTS, UT
DANIEL, UT
DELTA, UT
DEWEYVILLE, UT
DRAPER CITY, UT
DUCHESNE, UT
EAGLE MOUNTAIN, UT
EAST CARBON, UT
ELK RIDGE, UT
ELMO, UT
ELSINORE, UT
ELWOOD, UT
EMERY, UT
ENOCH, UT
ENTERPRISE, UT
EPHRAIM, UT
ESCALANTE, UT
EUREKA, UT
FAIRFIELD, UT
FAIRVIEW, UT
FARMINGTON, UT
FARR WEST, UT
FAYETTE, UT
FERRON, UT
FIELDING, UT
FILLMORE, UT
FOUNTAIN GREEN, UT
FRANCIS, UT
FRUIT HEIGHTS, UT
GARDEN CITY, UT
GARLAND, UT
GENOLA, UT
GLENDALE, UT
GLENWOOD, UT
GOSHEN, UT
GRANTSVILLE, UT
GREEN RIVER, UT
GUNNISON, UT
HANKSVILLE, UT
HARRISVILLE, UT
HATCH, UT
HEBER CITY CORPORATION, UT
HELPER, UT
HENEFER, UT
HENRIEVILLE, UT
HERRIMAN, UT
HIDEOUT, UT
HIGHLAND, UT
HILDALE, UT
HINCKLEY, UT
HOLDEN, UT
HOLLADAY, UT
HONEYVILLE, UT
HOOPER, UT
HOWELL, UT
HUNTINGTON, UT
HUNTSVILLE, UT
CITY OF HURRICANE, UT
HYDE PARK, UT
HYRUM, UT
INDEPENDENCE, UT
IVINS, UT
JOSEPH, UT
JUNCTION, UT
KAMAS, UT
KANAB, UT
KANARRAVILLE, UT
KANOSH, UT
KAYSVILLE, UT
KINGSTON, UT
KOOSHAREM, UT
LAKETOWN, UT
LA VERKIN, UT
LAYTON, UT
LEAMINGTON, UT
LEEDS, UT
LEHI CITY CORPORATION, UT
LEVAN, UT
LEWISTON, UT
LINDON, UT
LOA, UT
LOGAN CITY, UT
LYMAN, UT
LYNNDYL, UT
MANILA, UT
MANTI, UT
MANTUA, UT
MAPLETON, UT
MARRIOTT-SLATERVILLE, UT
MARYSVALE, UT
MAYFIELD, UT
MEADOW, UT
MENDON, UT
MIDVALE CITY INC., UT
MIDWAY, UT

MILFORD, UT
MILLVILLE, UT
MINERSVILLE, UT
MOAB, UT
MONA, UT
MONROE, UT
CITY OF MONTICELLO, UT
MORGAN, UT
MORONI, UT
MOUNT PLEASANT, UT
MURRAY CITY CORPORATION, UT
MYTON, UT
NAPLES, UT
NEPHI, UT
NEW HARMONY, UT
NEWTON, UT
NIBLEY, UT
NORTH LOGAN, UT
NORTH OGDEN, UT
NORTH SALT LAKE CITY, UT
OAK CITY, UT
OAKLEY, UT
OGDEN CITY CORPORATION, UT
OPHIR, UT
ORANGEVILLE, UT
ORDERVILLE, UT
OREM, UT
PANGUITCH, UT
PARADISE, UT
PARAGONAH, UT
PARK CITY, UT
PAROWAN, UT
PAYSON, UT
PERRY, UT
PLAIN CITY, UT
PLEASANT GROVE CITY, UT
PLEASANT VIEW, UT
PLYMOUTH, UT
PORTAGE, UT
PRICE, UT
PROVIDENCE, UT
PROVO, UT
RANDOLPH, UT
REDMOND, UT
RICHFIELD, UT
RICHMOND, UT
RIVERDALE, UT
RIVER HEIGHTS, UT
RIVERTON CITY, UT
ROCKVILLE, UT
ROCKY RIDGE, UT
ROOSEVELT CITY CORPORATION, UT
ROY, UT
RUSH VALLEY, UT
CITY OF ST. GEORGE, UT
SALEM, UT
SALINA, UT
SALT LAKE CITY CORPORATION, UT
SANDY, UT
SANTA CLARA, UT
SANTAQUIN, UT
SARATOGA SPRINGS, UT
SCIPIO, UT
SCOFIELD, UT
SIGURD, UT
SMITHFIELD, UT
SNOWVILLE, UT
CITY OF SOUTH JORDAN, UT
SOUTH OGDEN, UT
CITY OF SOUTH SALT LAKE, UT
SOUTH WEBER, UT
SPANISH FORK, UT
SPRING CITY, UT
SPRINGDALE, UT
SPRINGVILLE, UT
STERLING, UT
STOCKTON, UT
SUNNYSIDE, UT
SUNSET CITY CORP, UT
SYRACUSE, UT
TABIONA, UT
CITY OF TAYLORSVILLE, UT
TOOELE CITY CORPORATION, UT
TOQUERVILLE, UT
TORREY, UT
TREMONTON CITY, UT
TRENTON, UT
TROPIC, UT
UINTAH, UT
VERNAL CITY, UT
VERNON, UT
VINEYARD, UT
VIRGIN, UT
WALES, UT
WALLSBURG, UT
WASHINGTON CITY, UT
WASHINGTON TERRACE, UT
WELLINGTON, UT
WELLSVILLE, UT
WENDOVER, UT
WEST BOUNTIFUL, UT
WEST HAVEN, UT
WEST JORDAN, UT
WEST POINT, UT
WEST VALLEY CITY, UT
WILLARD, UT
WOODLAND HILLS, UT
WOODRUFF, UT

WOODS CROSS, UT

COUNTIES AND PARISHES INCLUDING BUT NOT LIMITED TO:

ASCENSION PARISH, LA
ASCENSION PARISH, LA, CLEAR OF COURT
CADDO PARISH, LA
CALCASIEU PARISH, LA
CALCASIEU PARISH SHERIFF'S OFFICE, LA
CITY AND COUNTY OF HONOLULU, HI
CLACKAMAS COUNTY, OR
CLACKAMAS COUNTY DEPT OF TRANSPORTATION, OR
CLATSOP COUNTY, OR
COLUMBIA COUNTY, OR
COOS COUNTY, OR
COOS COUNTY HIGHWAY DEPARTMENT, OR
COUNTY OF HAWAII, OR
CROOK COUNTY, OR
CROOK COUNTY ROAD DEPARTMENT, OR
CURRY COUNTY, OR
DESCHUTES COUNTY, OR
DOUGLAS COUNTY, OR
EAST BATON ROUGE PARISH, LA
GILLIAM COUNTY, OR
GRANT COUNTY, OR
HARNEY COUNTY, OR
HARNEY COUNTY SHERIFFS OFFICE, OR
HAWAII COUNTY, HI
HOOD RIVER COUNTY, OR
JACKSON COUNTY, OR
JEFFERSON COUNTY, OR
JEFFERSON PARISH, LA
JOSEPHINE COUNTY GOVERNMENT, OR
LAFAYETTE CONSOLIDATED GOVERNMENT, LA
LAFAYETTE PARISH, LA
LAFAYETTE PARISH CONVENTION & VISITORS COMMISSION
LAFOURCHE PARISH, LA
KAUAI COUNTY, HI
KLAMATH COUNTY, OR
LAKE COUNTY, OR
LANE COUNTY, OR
LINCOLN COUNTY, OR
LINN COUNTY, OR
LIVINGSTON PARISH, LA
MALHEUR COUNTY, OR
MAUI COUNTY, HI
MARION COUNTY, SALEM, OR
MORROW COUNTY, OR
MULTNOMAH COUNTY, OR
MULTNOMAH COUNTY BUSINESS AND COMMUNITY SERVICES, OR
MULTNOMAH COUNTY SHERIFFS OFFICE, OR
MULTNOMAH LAW LIBRARY, OR
ORLEANS PARISH, LA
PLAQUEMINES PARISH, LA
POLK COUNTY, OR
RAPIDES PARISH, LA
SAINT CHARLES PARISH, LA
SAINT CHARLES PARISH PUBLIC SCHOOLS, LA
SAINT LANDRY PARISH, LA
SAINT TAMMANY PARISH, LA
SHERMAN COUNTY, OR
TERREBONNE PARISH, LA
TILLAMOOK COUNTY, OR
TILLAMOOK COUNTY SHERIFF'S OFFICE, OR
TILLAMOOK COUNTY GENERAL HOSPITAL, OR
UMATILLA COUNTY, OR
UNION COUNTY, OR
WALLOWA COUNTY, OR
WASCO COUNTY, OR
WASHINGTON COUNTY, OR
WEST BATON ROUGE PARISH, LA
WHEELER COUNTY, OR
YAMHILL COUNTY, OR
COUNTY OF BOX ELDER, UT
COUNTY OF CACHE, UT
COUNTY OF RICH, UT
COUNTY OF WEBER, UT
COUNTY OF MORGAN, UT
COUNTY OF DAVIS, UT
COUNTY OF SUMMIT, UT
COUNTY OF DAGGETT, UT
COUNTY OF SALT LAKE, UT
COUNTY OF TOOELE, UT
COUNTY OF UTAH, UT
COUNTY OF WASATCH, UT
COUNTY OF DUCHESNE, UT
COUNTY OF UINTAH, UT
COUNTY OF CARBON, UT
COUNTY OF SANPETE, UT
COUNTY OF JUAB, UT
COUNTY OF MILLARD, UT
COUNTY OF SEVIER, UT
COUNTY OF EMERY, UT
COUNTY OF GRAND, UT
COUNTY OF BEVER, UT
COUNTY OF PIUTE, UT
COUNTY OF WAYNE, UT

Docusign Envelope ID: E7BFD950-64EA-821D-8095-76AD824ED817

COUNTY OF SAN JUAN, UT
COUNTY OF GARFIELD, UT
COUNTY OF KANE, UT
COUNTY OF IRON, UT
COUNTY OF WASHINGTON, UT

OTHER AGENCIES INCLUDING ASSOCIATIONS, BOARDS, DISTRICTS, COMMISSIONS, COUNCILS, PUBLIC CORPORATIONS, PUBLIC DEVELOPMENT AUTHORITIES, RESERVATIONS AND UTILITIES INCLUDING BUT NOT LIMITED TO:

BANKS FIRE DISTRICT, OR
BATON ROUGE WATER COMPANY
BEND METRO PARK AND RECREATION DISTRICT
BIENVILLE PARISH FIRE PROTECTION DISTRICT 6, LA
BOARDMAN PARK AND RECREATION DISTRICT
CENTRAL CITY ECONOMIC OPPORTUNITY CORP, LA
CENTRAL OREGON INTERGOVERNMENTAL COUNCIL
CITY OF BOGALUSA SCHOOL BOARD, LA
CLACKAMAS RIVER WATER
CLATSKANIE PEOPLE'S UTILITY DISTRICT CLEAN WATER SERVICES
CONFEDERATED TRIBES OF THE UMATILLA INDIAN RESERVATION
COOS FOREST PROTECTIVE ASSOCIATION
CHEHALEM PARK AND RECREATION DISTRICT
DAVID CROCKETT STEAM FIRE COMPANY #1, LA
EUGENE WATER AND ELECTRIC BOARD
HONOLULU INTERNATIONAL AIRPORT
HOODLAND FIRE DISTRICT #74
HOUSING AUTHORITY OF PORTLAND
ILLINOIS VALLEY FIRE DISTRICT
LAFAYETTE AIRPORT COMMISSION, LA
LAFOURCHE PARISH HEALTH UNIT – DHH-OPH REGION 3
LOUISIANA PUBLIC SERVICE COMMISSION, LA
LOUISIANA WATER WORKS
MEDFORD WATER COMMISSION
MELHEUR COUNTY JAIL, OR
METRO REGIONAL GOVERNMENT
METRO REGIONAL PARKS
METROPOLITAN EXPOSITION RECREATION COMMISSION
METROPOLITAN SERVICE DISTRICT (METRO)
MULTNOMAH EDUCATION SERVICE DISTRICT
NEW ORLEANS REDEVELOPMENT AUTHORITY, LA
NORTHEAST OREGON HOUSING AUTHORITY, OR
PORT OF BRANDON, OR
PORT OF MORGAN CITY, LA
PORTLAND DEVELOPMENT COMMISSION, OR
PORTLAND FIRE AND RESCUE
PORTLAND HOUSING CENTER, OR
OREGON COAST COMMUNITY ACTION
OREGON HOUSING AND COMMUNITY SERVICES
OREGON LEGISLATIVE ADMINISTRATION
ROGUE VALLEY SEWER, OR
SAINT LANDRY PARISH TOURIST COMMISSION
SAINT MARY PARISH REC DISTRICT 2
SAINT MARY PARISH REC DISTRICT 3
SAINT TAMMANY FIRE DISTRICT 4, LA
SALEM MASS TRANSIT DISTRICT
SEWERAGE AND WATER BOARD OF NEW ORLEANS, LA
SOUTH LAFOURCHE LEVEE DISTRICT, LA
TRI-COUNTY METROPOLITAN TRANSPORTATION DISTRICT OF OREGON
TUALATIN HILLS PARK & RECREATION DISTRICT
TUALATIN VALLEY FIRE & RESCUE
TUALATIN VALLEY WATER DISTRICT
WILLAMALANE PARK AND RECREATION DISTRICT
WILLAMETTE HUMANE SOCIETY

K-12 INCLUDING BUT NOT LIMITED TO:

ACADIA PARISH SCHOOL BOARD
BEAVERTON SCHOOL DISTRICT
BEND-LA PINE SCHOOL DISTRICT
BOGALUSA HIGH SCHOOL, LA
BOSSIER PARISH SCHOOL BOARD

Docusign Envelope ID: E7BFD950-64EA-821D-8095-76AD824ED817

BROOKING HARBOR SCHOOL DISTRICT
CADDO PARISH SCHOOL DISTRICT
CALCASIEU PARISH SCHOOL DISTRICT
CANBY SCHOOL DISTRICT
CANYONVILLE CHRISTIAN ACADEMY
CASCADE SCHOOL DISTRICT
CASCADES ACADEMY OF CENTRAL OREGON
CENTENNIAL SCHOOL DISTRICT
CENTRAL CATHOLIC HIGH SCHOOL
CENTRAL POINT SCHOOL DISTRICT NO.6
CENTRAL SCHOOL DISTRICT 13J
COOS BAY SCHOOL DISTRICT NO.9
CORVALLIS SCHOOL DISTRICT 509J
COUNTY OF YAMHILL SCHOOL DISTRICT 29
CULVER SCHOOL DISTRICT
DALLAS SCHOOL DISTRICT NO.2
DAVID DOUGLAS SCHOOL DISTRICT
DAYTON SCHOOL DISTRICT NO.8
DE LA SALLE N CATHOLIC HS
DESCHUTES COUNTY SCHOOL DISTRICT NO.6
DOUGLAS EDUCATIONAL DISTRICT SERVICE
DUFUR SCHOOL DISTRICT NO.29
EAST BATON ROUGE PARISH SCHOOL DISTRICT
ESTACADA SCHOOL DISTRICT NO.10B
FOREST GROVE SCHOOL DISTRICT
GEORGE MIDDLE SCHOOL
GLADSTONE SCHOOL DISTRICT
GRANTS PASS SCHOOL DISTRICT 7
GREATER ALBANY PUBLIC SCHOOL DISTRICT
GRESHAM BARLOW JOINT SCHOOL DISTRICT
HEAD START OF LANE COUNTY
HIGH DESERT EDUCATION SERVICE DISTRICT
HILLSBORO SCHOOL DISTRICT
HOOD RIVER COUNTY SCHOOL DISTRICT
JACKSON CO SCHOOL DIST NO.9
JEFFERSON COUNTY SCHOOL DISTRICT 509-J
JEFFERSON PARISH SCHOOL DISTRICT
JEFFERSON SCHOOL DISTRICT
JUNCTION CITY SCHOOLS, OR
KLAMATH COUNTY SCHOOL DISTRICT
KLAMATH FALLS CITY SCHOOLS
LAFAYETTE PARISH SCHOOL DISTRICT
LAKE OSWEGO SCHOOL DISTRICT 7J
LANE COUNTY SCHOOL DISTRICT 4J
LINCOLN COUNTY SCHOOL DISTRICT
LINN CO. SCHOOL DIST. 95C
LIVINGSTON PARISH SCHOOL DISTRICT
LOST RIVER JR/SR HIGH SCHOOL
LOWELL SCHOOL DISTRICT NO.71
MARION COUNTY SCHOOL DISTRICT
MARION COUNTY SCHOOL DISTRICT 103
MARIST HIGH SCHOOL, OR
MCMINNVILLE SCHOOL DISTRICT NOAO
MEDFORD SCHOOL DISTRICT 549C
MITCH CHARTER SCHOOL
MONROE SCHOOL DISTRICT NO.1J
MORROW COUNTY SCHOOL DIST, OR
MULTNOMAH EDUCATION SERVICE DISTRICT
MULTISENSORY LEARNING ACADEMY
MYRTLE PINT SCHOOL DISTRICT 41
NEAH-KAH-NIE DISTRICT NO.56
NEWBERG PUBLIC SCHOOLS
NESTUCCA VALLEY SCHOOL DISTRICT NO.101
NOBEL LEARNING COMMUNITIES
NORTH BEND SCHOOL DISTRICT 13
NORTH CLACKAMAS SCHOOL DISTRICT
NORTH DOUGLAS SCHOOL DISTRICT
NORTH WASCO CITY SCHOOL DISTRICT 21
NORTHWEST REGIONAL EDUCATION SERVICE DISTRICT
ONTARIO MIDDLE SCHOOL
OREGON TRAIL SCHOOL DISTRICT NOA6
ORLEANS PARISH SCHOOL DISTRICT
PHOENIX-TALENT SCHOOL DISTRICT NOA
PLEASANT HILL SCHOOL DISTRICT
PORTLAND JEWISH ACADEMY
PORTLAND PUBLIC SCHOOLS
RAPIDES PARISH SCHOOL DISTRICT
REDMOND SCHOOL DISTRICT
REYNOLDS SCHOOL DISTRICT

ROGUE RIVER SCHOOL DISTRICT
ROSEBURG PUBLIC SCHOOLS
SCAPPOOSE SCHOOL DISTRICT 1J
SAINT TAMMANY PARISH SCHOOL BOARD, LA
SEASIDE SCHOOL DISTRICT 10
SHERWOOD SCHOOL DISTRICT 88J
SILVER FALLS SCHOOL DISTRICT 4J
SOUTH LANE SCHOOL DISTRICT 45J3
SOUTHERN OREGON EDUCATION SERVICE DISTRICT
SPRINGFIELD PUBLIC SCHOOLS
SUTHERLIN SCHOOL DISTRICT
SWEET HOME SCHOOL DISTRICT NO.55
TERREBONNE PARISH SCHOOL DISTRICT
THE CATLIN GABEL SCHOOL
TIGARD-TUALATIN SCHOOL DISTRICT
UMATILLA MORROW ESD
WEST LINN WILSONVILLE SCHOOL DISTRICT
WILLAMETTE EDUCATION SERVICE DISTRICT
WOODBURN SCHOOL DISTRICT
YONCALLA SCHOOL DISTRICT
ACADEMY FOR MATH ENGINEERING & SCIENCE (AMES), UT
ALIANZA ACADEMY, UT
ALPINE DISTRICT, UT
AMERICAN LEADERSHIP ACADEMY, UT
AMERICAN PREPARATORY ACADEMY, UT
BAER CANYON HIGH SCHOOL FOR SPORTS & MEDICAL SCIENCES, UT
BEAR RIVER CHARTER SCHOOL, UT
BEAVER SCHOOL DISTRICT, UT
BEEHIVE SCIENCE & TECHNOLOGY ACADEMY (BSTA), UT
BOX ELDER SCHOOL DISTRICT, UT
CBA CENTER, UT
CACHE SCHOOL DISTRICT, UT
CANYON RIM ACADEMY, UT
CANYONS DISTRICT, UT
CARBON SCHOOL DISTRICT, UT
CHANNING HALL, UT
CHARTER SCHOOL LEWIS ACADEMY, UT
CITY ACADEMY, UT
DAGGETT SCHOOL DISTRICT, UT
DAVINCI ACADEMY, UT
DAVIS DISTRICT, UT
DUAL IMMERSION ACADEMY, UT
DUCHESNE SCHOOL DISTRICT, UT
EARLY LIGHT ACADEMY AT DAYBREAK, UT
EAST HOLLYWOOD HIGH, UT
EDITH BOWEN LABORATORY SCHOOL, UT
EMERSON ALCOTT ACADEMY, UT
EMERY SCHOOL DISTRICT, UT
ENTHEOS ACADEMY, UT
EXCELSIOR ACADEMY, UT
FAST FORWARD HIGH, UT
FREEDOM ACADEMY, UT
GARFIELD SCHOOL DISTRICT, UT
GATEWAY PREPARATORY ACADEMY, UT
GEORGE WASHINGTON ACADEMY, UT
GOOD FOUNDATION ACADEMY, UT
GRAND SCHOOL DISTRICT, UT
GRANITE DISTRICT, UT
GUADALUPE SCHOOL, UT
HAWTHORN ACADEMY, UT
INTECH COLLEGIATE HIGH SCHOOL, UT
IRON SCHOOL DISTRICT, UT
ITINERIS EARLY COLLEGE HIGH, UT
JOHN HANCOCK CHARTER SCHOOL, UT
JORDAN DISTRICT, UT
JUAB SCHOOL DISTRICT, UT
KANE SCHOOL DISTRICT, UT
KARL G MAESER PREPARATORY ACADEMY, UT
LAKEVIEW ACADEMY, UT
LEGACY PREPARATORY ACADEMY, UT
LIBERTY ACADEMY, UT
LINCOLN ACADEMY, UT
LOGAN SCHOOL DISTRICT, UT
MARIA MONTESSORI ACADEMY, UT
MERIT COLLEGE PREPARATORY ACADEMY, UT
MILLARD SCHOOL DISTRICT, UT
MOAB CHARTER SCHOOL, UT
MONTICELLO ACADEMY, UT
MORGAN SCHOOL DISTRICT, UT
MOUNTAINVILLE ACADEMY, UT
MURRAY SCHOOL DISTRICT, UT
NAVIGATOR POINTE ACADEMY, UT

Docusign Envelope ID: E7BFD950-64EA-821D-8095-76AD824ED817

NEBO SCHOOL DISTRICT, UT
NO UT ACAD FOR MATH ENGINEERING & SCIENCE (NUAMES),UT
NOAH WEBSTER ACADEMY, UT
NORTH DAVIS PREPARATORY ACADEMY, UT
NORTH SANPETE SCHOOL DISTRICT, UT
NORTH STAR ACADEMY, UT
NORTH SUMMIT SCHOOL DISTRICT, UT
ODYSSEY CHARTER SCHOOL, UT
OGDEN PREPARATORY ACADEMY, UT
OGDEN SCHOOL DISTRICT, UT
OPEN CLASSROOM, UT
OPEN HIGH SCHOOL OF UTAH, UT
OQUIRRH MOUNTAIN CHARTER SCHOOL, UT
PARADIGM HIGH SCHOOL, UT
PARK CITY SCHOOL DISTRICT, UT
PINNACLE CANYON ACADEMY, UT
PIUTE SCHOOL DISTRICT, UT
PROVIDENCE HALL, UT
PROVO SCHOOL DISTRICT, UT
QUAIL RUN PRIMARY SCHOOL, UT
QUEST ACADEMY, UT
RANCHES ACADEMY, UT
REAGAN ACADEMY, UT
RENAISSANCE ACADEMY, UT
RICH SCHOOL DISTRICT, UT
ROCKWELL CHARTER HIGH SCHOOL, UT
SALT LAKE ARTS ACADEMY, UT
SALT LAKE CENTER FOR SCIENCE EDUCATION, UT
SALT LAKE SCHOOL DISTRICT, UT
SALT LAKE SCHOOL FOR THE PERFORMING ARTS, UT
SAN JUAN SCHOOL DISTRICT, UT
SEVIER SCHOOL DISTRICT, UT
SOLDIER HOLLOW CHARTER SCHOOL, UT
SOUTH SANPETE SCHOOL DISTRICT, UT
SOUTH SUMMIT SCHOOL DISTRICT, UT
SPECTRUM ACADEMY, UT
SUCCESS ACADEMY, UT
SUCCESS SCHOOL, UT
SUMMIT ACADEMY, UT
SUMMIT ACADEMY HIGH SCHOOL, UT
SYRACUSE ARTS ACADEMY, UT
THOMAS EDISON - NORTH, UT
TIMPANOGOS ACADEMY, UT
TINTIC SCHOOL DISTRICT, UT
TOOELE SCHOOL DISTRICT, UT
TUACAHN HIGH SCHOOL FOR THE PERFORMING ARTS, UT
UINTAH RIVER HIGH, UT
UINTAH SCHOOL DISTRICT, UT
UTAH CONNECTIONS ACADEMY, UT
UTAH COUNTY ACADEMY OF SCIENCE, UT
UTAH ELECTRONIC HIGH SCHOOL, UT
UTAH SCHOOLS FOR DEAF & BLIND, UT
UTAH STATE OFFICE OF EDUCATION, UT
UTAH VIRTUAL ACADEMY, UT
VENTURE ACADEMY, UT
VISTA AT ENTRADA SCHOOL OF PERFORMING ARTS AND TECHNOLOGY, UT
WALDEN SCHOOL OF LIBERAL ARTS, UT
WASATCH PEAK ACADEMY, UT
WASATCH SCHOOL DISTRICT, UT
WASHINGTON SCHOOL DISTRICT, UT
WAYNE SCHOOL DISTRICT, UT
WEBER SCHOOL DISTRICT, UT
WEILENMANN SCHOOL OF DISCOVERY, UT

HIGHER EDUCATION INCLUDING, BUT NOT LIMITED TO:

ARGOSY UNIVERSITY
BATON ROUGE COMMUNITY COLLEGE, LA
BIRTHINGWAY COLLEGE OF MIDWIFERY
BLUE MOUNTAIN COMMUNITY COLLEGE
BRIGHAM YOUNG UNIVERSITY - HAWAII
CENTRAL OREGON COMMUNITY COLLEGE
CENTENARY COLLEGE OF LOUISIANA
CHEMEKETA COMMUNITY COLLEGE
CLACKAMAS COMMUNITY COLLEGE
COLLEGE OF THE MARSHALL ISLANDS
COLUMBIA GORGE COMMUNITY COLLEGE
CONCORDIA UNIVERSITY
GEORGE FOX UNIVERSITY
KLAMATH COMMUNITY COLLEGE DISTRICT
LANE COMMUNITY COLLEGE
LEWIS AND CLARK COLLEGE
LINFIELD COLLEGE
LINN-BENTON COMMUNITY COLLEGE

Docusign Envelope ID: E7BFD950-64EA-821D-8095-76AD824ED817

LOUISIANA COLLEGE, LA
LOUISIANA STATE UNIVERSITY
LOUISIANA STATE UNIVERSITY HEALTH SERVICES
MARYLHURST UNIVERSITY
MT. HOOD COMMUNITY COLLEGE
MULTNOMAH BIBLE COLLEGE
NATIONAL COLLEGE OF NATURAL MEDICINE
NORTHWEST CHRISTIAN COLLEGE
OREGON HEALTH AND SCIENCE UNIVERSITY
OREGON INSTITUTE OF TECHNOLOGY
OREGON STATE UNIVERSITY
OREGON UNIVERSITY SYSTEM
PACIFIC UNIVERSITY
PIONEER PACIFIC COLLEGE
PORTLAND COMMUNITY COLLEGE
PORTLAND STATE UNIVERSITY
REED COLLEGE
RESEARCH CORPORATION OF THE UNIVERSITY OF HAWAII
ROGUE COMMUNITY COLLEGE
SOUTHEASTERN LOUISIANA UNIVERSITY
SOUTHERN OREGON UNIVERSITY (OREGON UNIVERSITY SYSTEM)
SOUTHWESTERN OREGON COMMUNITY COLLEGE
TULANE UNIVERSITY
TILLAMOOK BAY COMMUNITY COLLEGE
UMPQUA COMMUNITY COLLEGE
UNIVERSITY OF HAWAII BOARD OF REGENTS
UNIVERSITY OF HAWAII-HONOLULU COMMUNITY COLLEGE
UNIVERSITY OF OREGON-GRADUATE SCHOOL
UNIVERSITY OF PORTLAND
UNIVERSITY OF NEW ORLEANS
WESTERN OREGON UNIVERSITY
WESTERN STATES CHIROPRACTIC COLLEGE
WILLAMETTE UNIVERSITY
XAVIER UNIVERSITY
UTAH SYSTEM OF HIGHER EDUCATION, UT
UNIVERSITY OF UTAH, UT
UTAH STATE UNIVERSITY, UT
WEBER STATE UNIVERSITY, UT
SOUTHERN UTAH UNIVERSITY, UT
SNOW COLLEGE, UT
DIXIE STATE COLLEGE, UT
COLLEGE OF EASTERN UTAH, UT
UTAH VALLEY UNIVERSITY, UT
SALT LAKE COMMUNITY COLLEGE, UT
UTAH COLLEGE OF APPLIED TECHNOLOGY, UT

STATE AGENCIES INCLUDING BUT NOT LIMITED TO:

ADMIN. SERVICES OFFICE
BOARD OF MEDICAL EXAMINERS
HAWAII CHILD SUPPORT ENFORCEMENT AGENCY
HAWAII DEPARTMENT OF TRANSPORTATION
HAWAII HEALTH SYSTEMS CORPORATION
OFFICE OF MEDICAL ASSISTANCE PROGRAMS
OFFICE OF THE STATE TREASURER
OREGON BOARD OF ARCHITECTS
OREGON CHILD DEVELOPMENT COALITION
OREGON DEPARTMENT OF EDUCATION
OREGON DEPARTMENT OF FORESTRY
OREGON DEPT OF TRANSPORTATION
OREGON DEPT. OF EDUCATION
OREGON LOTTERY
OREGON OFFICE OF ENERGY
OREGON STATE BOARD OF NURSING
OREGON STATE DEPT OF CORRECTIONS
OREGON STATE POLICE
OREGON TOURISM COMMISSION
OREGON TRAVEL INFORMATION COUNCIL
SANTIAM CANYON COMMUNICATION CENTER
SEIU LOCAL 503, OPEU
SOH- JUDICIARY CONTRACTS AND PURCH
STATE DEPARTMENT OF DEFENSE, STATE OF HAWAII
STATE OF HAWAII
STATE OF HAWAII, DEPT. OF EDUCATION
STATE OF LOUISIANA
STATE OF LOUISIANA DEPT. OF EDUCATION
STATE OF LOUISIANA, 26TH JUDICIAL DISTRICT ATTORNEY
STATE OF UTAH

Docusign Envelope ID: E7BFD950-64EA-821D-8095-76AD824ED817

SECTION F – BACKGROUND & SCOPE

1. OVERVIEW

This Request for Proposals solicitation ("**solicitation**") is published by the City of Houston, TX ("**Lead Agency**") for the purpose of awarding a master cooperative purchasing agreement (the "**Master Agreement**") and creating a cooperative purchasing program for Suppliers with related products and services (the "**Program**") that shall be available to Participating Agencies (as defined below). Companies and organizations which respond to this solicitation ("**Respondents**") and are awarded a Master Agreement are referred to throughout this solicitation and supporting documentation as a "**Supplier**."

By purchasing Products & Services (as defined herein) under the Master Agreement through the Program administered by CoreTrust Purchasing Group LLC ("**CoreTrust**"), a public entity is a "**Participating Agency**" and agrees to be bound by the terms of the Master Agreement, which includes and is subject to the **Master Intergovernmental Cooperative Purchasing Agreement** attached hereto as Section L. Each Participating Agency may be required to acknowledge or certify its agreement to additional statutory terms in writing as may be required by CoreTrust and/or Lead Agency. Where any public entity pursuing benefits of the Program hereunder is previously registered with or is otherwise an existing member of CoreTrust's cooperative purchasing program, the terms of this solicitation (and all documents attached hereto) shall control over all prior agreements with respect to such public entity's enrollment in CoreTrust's cooperative purchasing program and the benefits afforded to members thereof.

CoreTrust is a cooperative purchasing organization working together with public procurement leaders to create high quality, cooperative contracts that optimize cost savings, drive compliance and efficiency, and provide effective outcomes to public sector agencies. CoreTrust cooperative contracts also actively support local labor markets, ensuring a holistic approach to sustainable growth and impact.

By leveraging the CoreTrust suite of cooperative contracts, you will gain access to contracts and discounts from leading suppliers of products and services across a wide variety of industries and benefit from a streamlined procurement process.

2. PRODUCTS AND SERVICES

The Products & Services contemplated under this solicitation are as described below:

Product & Service Category	Product & Service Description
961-30 Employment Agency and Search Firm Service, Including Background Investigations and Drug Testing for Employment	Background Check and Identity Verification

3. PURPOSE

The City of Houston seeks a supplier partner to conduct background checks and identity verification to validate candidates, employees and other persons who may gain access to sensitive government information, become a policy maker, or otherwise influence the way government work is conducted, or resources are distributed. In addition, the City of Houston has identified and increased risk of identity theft being used to disguise identity or behavior, and it is imperative for the government to conduct background checks that include international identify verification and international criminal and status reviews.

Docusign Envelope ID: E7BFD950-64EA-821D-8095-76AD824ED817

The City of Houston recognizes the public purpose of background checks where appropriate. If the government hires a person in a sensitive role, and it is later discovered that their criminal history directly conflicts with the role, the government risks suffering considerable embarrassment and more importantly loss of public trust, which may damage the public willingness to be transparent with the government in the future, or even their willingness to seek support in the future at all.

Background checks help identify a variety of risks the government may experience, whether it be a history of behavior unbecoming, or financial information that makes a person more likely to be compromised by money. The government has a reasonable and proper role in requiring the risks most likely to compromise the person/job combination, to maximize risk avoidance and taxpayer confidence.

4. BACKGROUND

The City of Houston is partnering with CoreTrust to receive proposals from qualified vendors for background checks and identity verification services in all categories.

5. SCHEDULE OF EVENTS

Event	Date
Issue Solicitation	February 14, 2025
Pre-Proposal Conference	March 20, 2025
Questions Deadline	March 24, 2025
Proposal Submission Deadline	April 10, 2025, 4:00 pm
Notification of Intent Award (estimated)	August 2025
Council Agenda Date (estimated)	August 2025
Contract Start Date (estimated)	September 2025

6. SCOPE OF WORK

The scope of identity verification focuses on verifying an individual's identity to ensure they are who they claim to be. The scope of identity checks may include but are not limited to:

Personal Identification: Validating government-issued identification documents such as passports, driver's licenses, and national ID cards.

Biometric Verification: Using biometric data such as fingerprints, facial recognition, or iris scans to confirm identity.

Address Verification: Confirming the individual's current and previous addresses through utility bills, lease agreements, or other official documents.

Date of Birth Verification: Ensuring the accuracy of the individual's date of birth through official records.

Social Security Number (SSN) Verification: Checking the validity of the SSN and ensuring it matches the individual's name and other personal details.

The scope of background checks may include but are not limited to:

Criminal History: Checking for any past criminal records, including felonies, misdemeanors, and arrests, including driving records to include DUIs.

Docusign Envelope ID: E7BFD950-64EA-821D-8095-76AD824ED817

Employment History: Verifying previous employment, job titles, responsibilities, and reasons for leaving.

Education Verification: Confirming academic qualifications, degrees, and certifications.

Credit History: Reviewing credit reports to assess financial responsibility and stability, including information that may cause a person more likely to be compromised by money.

Professional Licenses: Ensuring that any claimed professional licenses are valid and in good standing.

Drug & Health Screening: Screening for illicit substances and/or other health requirements established by the government or organization.

Social media and Online Presence: Reviewing publicly available information on social media platforms and other online sources.

References: Contacting personal and professional references to gather insights into the individual's character and work ethic, including risks that may compromise the organization's reputation and/or stakeholder and public confidence.

Submission Requirements

For each type of Check the supplier is proposing they must detail:

- What is included in the check
- What sources will be searched
- How the searches will be conducted in a law compliant way for the specific search (Fair Credit Reporting Act, Federal EEO and FTC guidance and state by state laws limited the content and use of background checks.) This list is not comprehensive, and supplier is expected to be compliant in all states and with all special requirements.

Technology

1. Supplier with provide a User Interface:
    a. A user-friendly platform that allows for easy navigation by staff with minimal training.
    b. Real-time or near-real-time access to results, with automated notifications for staff when reports are ready.
    c. Secure login with role-based access controls to limit sensitive data access to authorized personnel only.

Reporting:

1. Supplier will detail their reporting capabilities including
    a. Generate detailed, easy-to-read reports for each background and eviction check, highlighting any issues that may affect tenant eligibility.
    b. Ability to create customized reports based on client based defined criteria (e.g., criminal offense types, eviction histories).
    c. Provide downloadable reports in various formats (PDF, CSV) for internal review and record-keeping.

Security and Compliance:

1. Supplier will
    a. Detail their security protocols for protecting PCI/PPI data
    b. Data must be encrypted both in transit and at rest, and the platform should offer advanced security features such as two-factor authentication (2FA).

Docusign Envelope ID: E7BFD950-64EA-821D-8095-76AD824ED817

c. Adhere to the PHA's data retention policies, securely storing or disposing of tenant screening information as needed.

Vendor Support and Training

1. Supplier will
    a. Describe how government staff will be fully equipped to use the platform effectively, ensuring they have access to support when needed. This should include clear guidance on how to use the contact efficiently. Provide details on comprehensive training sessions for staff, including initial onboarding, role-specific training, and ongoing education on new features or updates.
    b. Provide comprehensive user manuals, FAQs, and video tutorials for staff to reference, ensuring efficient platform use and minimizing downtime.
    c. Offer 24/7 customer support with options for live chat, phone, and email assistance to resolve any technical or operational issues.

Data Accuracy and Quality Control

1. Supplier will
    a. Ensure that the data provided is accurate, up to date, and reliable and that a mechanism exists for disputing inaccuracies.
    b. Regularly update databases and validation sources and implement mechanisms to notify the client of any significant changes.
    c. Ensure the accuracy of background and eviction data by cross-checking information across multiple sources.
    d. Implement a dispute resolution process that allows tenants to challenge incorrect data, ensuring the vendor investigates and corrects any errors.

Scalability Goal:

1. The supplier must be capable of providing services to multiple clients and jurisdictions simultaneously. The supplier should outline how they will manage the scaling of this contract while maintaining the quality

As part of the technical response, suppliers shall also provide the following information:

1. A detailed breakdown of the work, specifying what portion is handled internally and what is outsourced to third parties. In your description, include how you mitigate security risks when utilizing internal personnel (such as through training on security protocols) and apply similar measures for third-party partners involved in conducting background checks, either in full or in part.

2. Description of the process for verifying identity both within the US and internationally. This should include how vendors confirm that the person being interviewed is who they claim to be, verify the individual's legal work status, and ensure the identity matches both domestically and overseas.

3. Provide a detailed explanation of the process and sources for each type of background check. Describe how these sources are reviewed in real-time, kept up to date, and how each process ensures high-quality, reliable, and verifiable results. For example, explain how you minimize the risk of confusing individuals and address issues such as evidence of identity theft.

4. Indicate whether they provide fingerprint analysis as part of the background check. Additionally, provide pricing for these services, including any technology (such as scanners) that would be deployed if a government entity opts for this service.

5. Describe if and how they can provide ongoing monitoring for the same categories covered in the background checks.

Docusign Envelope ID: E7BFD950-64EA-821D-8095-76AD824ED817

6. Describe if and how they can support the government with onboarding individuals who pass the background check.

7. Demonstrate a history of conducting background checks in the public and private sectors nationwide. Additionally, must be capable of handling large volumes of clients simultaneously without compromising service quality for smaller clients.

8. Offer third-party validation of service quality where possible.

9. Detail their customer retention, including but not limited to the percentage of customers who remain for more than three years and those who stay for more than seven years.

10. Detail the technology used to support background checks, including any associated costs. Additionally, explain the efficiencies and benefits of levering this technology.

11. Explain their capability to support work-from-home employees and how their process helps mitigate government risks.

12. Define SLA expectations for service speed, compliance, and accuracy, ensuring a balanced approach to evaluation. For example, a vendor that is fast but frequently inaccurate should be rated lower than one that is slightly slower but provides superior background checks. Additionally, include requirements and pricing for an expedited process that maintains the same high level of accuracy.

7. ATTACHMENTS

The following document is provided to aid in responding to this solicitation.

Technical Proposal (Section N)
Cost Proposal (Section O)
Sample Contract

8. MASTER AGREEMENT

a. Master Agreement. A response to this solicitation is an offer to establish a Master Agreement with Lead Agency. This Master Agreement defines: (i) the terms of the relationship between Lead Agency and Supplier; and (ii) the terms, conditions, and pricing of Products & Services and related capabilities offered to Participating Agencies. The form of **Master Agreement** is attached hereto as Section I. The products and services made available in this contract are defined by the contents of Supplier's Cost Proposal submission ("**Products & Services**"). Any contract with Supplier resulting from the issuance of this solicitation is subject to the terms and conditions as provided in this solicitation and Master Agreement. Many of the terms and conditions contained in the Master Agreement template are required by state and federal law; however, Respondents may propose changes to the Master Agreement by communicating any exceptions or deviations in the **Master Agreement Acceptance Form** provided in Section J of this solicitation. Any proposed changes are subject to Lead Agency review and written approval. The Respondent must submit a signed **Master Agreement Signature Form** with the response.

b. Administration Agreement. CoreTrust and Supplier shall enter into a separate Administration Agreement which defines the roles and obligations of each of CoreTrust and Supplier with respect to the marketing and selling of the Program to prospective Participating Agencies and the financial terms between CoreTrust and Supplier. The form of **Administration Agreement** is provided as Section K hereto.

9. CONTRACT AS AN ASSET IN CORPORATE CHANGES

Docusign Envelope ID: E7BFD950-64EA-821D-8095-76AD824ED817

a. The Contractor must consider this contract as an asset. If the Contractor is being acquired or undergoing a change in corporate structure, the Contractor must include CoreTrust and the lead agency in discussions prior to any change in legal status. This contract must be regarded as an asset and included in the transfer of assets plan.

10. INTERCHANGEABLE TERMS

a. For the purposes of this solicitation, the following terms are used interchangeably:

- Proposer
- Supplier
- Vendor
- Offeror
- Bidder
- Respondent
- Contractor

b. This list is a good faith effort to include all relevant terms, but please note that some items may have been inadvertently missed.

[Remainder of page intentionally left blank.]

Docusign Envelope ID: E7BFD950-64EA-821D-8095-76AD824ED817

SECTION G – SUBMISSION PROTOCOL; EVALUATION; AWARD

1. PROPOSAL SUBMISSION

a. All Respondents must complete and submit a proposal consisting of all required forms and attachments referenced in this solicitation. Respondent's complete proposal must be submitted no later than the submission deadline date specified on the cover page of this solicitation. Proposals must be prepared and submitted in accordance with the instructions found in Section G.

b. All documentation shall be submitted in accordance with the specifications below.

Cost Proposal, and Financial Stability documents. In the appropriate section within the Submission Requirements attach the Cost Proposal, and Financial Stability documents. No printed copies are required to be submitted within the Proposal.

The City shall bear no responsibility for submitting responses on behalf of any Proposer. Proposer(s) may submit their Proposal any time prior to the stated deadline.

Time for Submission. Proposals shall be submitted no later than the date and time indicated for submission in this solicitation. Late submittals will not be considered.

Format. Material shall be organized following the order of the submission requirements outlined in Section 2.0.

Complete Submission. Proposers are advised to carefully review all the requirements and submit all documents and information as indicated in this solicitation. Incomplete proposals may lead to a proposal being deemed non-responsive. Non-responsive proposals will not be considered.

Proposer's Responsible for Timely Submission. Proposer remains responsible for ensuring that its Proposal is received by the time and date specified. The City assumes no responsibility for any Proposal not received, regardless of whether the delay is caused by some other act or circumstance.

The City reserves the right to request that the Proposer(s) provide a final presentation handout of its Proposal at their scheduled meeting. No Proposer may attend presentations of any other Proposer. If necessary, Proposers may be scheduled for more than one presentation, demonstration, or interview.

SUBMISSION REQUIREMENTS

This section details the requirements for submitting all required information to the City. Adherence to these submission requirements will provide a degree of uniformity in submissions. Therefore, please tab sections accordingly and follow the format below. All documents must be organized as follows.

Tab 1 - Cover Letter: The cover letter shall be signed by an authorized representative of the Proposer. The letter should indicate the Proposer's commitment to provide the services proposed.

Tab 2 - Executive Summary: The executive summary should include a brief overview of the proposed plan to achieve the City's objective, the overall strategy for implementing the plan, and the key personnel who will be responsible for seeing the project through completion.

Docusign Envelope ID: E7BFD950-64EA-821D-8095-76AD824ED817

Tab 3 - General Company Information: Provide the name of Proposer's company (including the name of any parent company), business address, e-mail address, Federal Tax ID number, and telephone number.

Tab 4 - Qualifications and Specialized Experience of the Firm: Proposer's statement to requirements as described in Section N – Technical Proposal. See Appendix B – Request for Proposals, Section G – Submission Protocol, Evaluation, Award, 5.4 Technical Proposal, 5.4.3.1.

Tab 5 – Qualifications and Specialized Experience of Key Personnel: Proposer's statement to requirements as described in Section N – Technical Proposal. See Appendix B -Request for Proposals, Section G – Submission Protocol, Evaluation, Award, 5.4 Technical Proposal, 5.4.3.2.

Tab 6 - Methodology and Approach to Requested Services/Solution: Proposer's statement to requirements as described in Section N – Technical Proposal. See Appendix B -Request for Proposals, Section G – Submission Protocol, Evaluation, Award, 5.4 Technical Proposal, 5.4.3.3.

Tab 7 – Exceptions to Sample Contract: Provide any exceptions to the Sample contract and include the rationale for taking the exception. If alternate language is proposed, include the proposed language for consideration, along with the corresponding Article Nos. within the RFP

Tab 8 - Legal Actions: Provide a list of any pending litigation and include a brief description of the reason for legal action.

Tab 9 - Conflict of Interest: Provide information regarding any real or potential conflict of interest(s). Failure to disclose any potential conflict of interest at the outset may be cause for rejection of the Proposal.

Tab 10 - Forms and Certifications: Complete and return all forms and certifications provided in Section B – Lead Agency Requirements, REQUIRED FORMS TO BE SUBMITTED WITH PROPOSAL.

Tab 11 - Cost Proposal and Financial Stability documents: Complete and return the Cost Proposal, and Financial Stability documents.

EXCEPTIONS TO TERMS AND CONDITIONS

All exceptions to the Sample Contract shall be submitted in a clearly identified separate section of the Proposal in which the Proposer clearly cites the specific paragraphs within the Sample Contract where the exceptions occur. Any exceptions not included in such a section shall be without force and effect in any resulting contract unless such exception is specifically approved by the Chief Procurement Officer or designee, City Attorney, Director(s) or designee in a written statement. The Proposer's preprinted or standard terms will not be considered by the City as a part of any resulting contract. Please review and include any exceptions to the terms and conditions contained in the Sample Contract.

a. All proposals shall be valid for a period of 120 days from the date the proposals are received by Lead Agency in compliance with the submission instructions set forth above.

b. All proposals shall be reviewed for responsiveness to the material requirements of the solicitation. A proposal that is not materially responsive shall not be eligible for further consideration and the Respondent shall receive notice of the non-award of its proposal from Lead Agency.

Docusign Envelope ID: E7BFD950-64EA-821D-8095-76AD824ED817

c. Subject to the requirements set forth in Sections A and B of the solicitation, during the period between the date Lead Agency issues this solicitation and the selection of Supplier, if any, Lead Agency must restrict all contact with Lead Agency and its personnel and shall direct any and all questions regarding this solicitation to the personnel identified in the solicitation Contact section below in the manner specified in such section. Contact with any of prohibited individuals after issuance of this solicitation and before selection is made may result in disqualification of the Respondent.

d. Respondents may submit questions regarding this solicitation in writing to the contact listed in Section 2 of this Section G during the Q&A Period outlined in the estimated time table in Section F above. All questions and answers will be posted to he solicitation can be found at https://www.houstontx.gov/bizwithhou/. Respondents may be required to affirmatively acknowledge receipt of answers in the manner specified by Lead Agency. Respondents are responsible for regularly viewing the website to review all questions and answers prior to submitting proposals. Oral communications concerning this solicitation shall not be binding and shall in no way excuse a Respondent of the obligations set forth in this solicitation.

e. In the event Lead Agency decides to conduct negotiations, exclusive or concurrent negotiations may be conducted with multiple respondents reasonably susceptible for award. Except to the extent otherwise required by law, during negotiations, no Respondent's proposal, including pricing, shall be revealed to any other party or to any other person who is not involved with the evaluation process.

f. In the event Lead Agency in its sole discretion deems negotiations are not progressing, Lead Agency may formally terminate negotiations and may enter into subsequent exclusive or concurrent negotiations with the next most-qualified Respondent.

g. Lead Agency shall consider all proposals voluntarily submitted in response to this solicitation to be free of trade secrets and such proposals shall, in their entirety, be made a part of the public record in compliance with applicable open records policies and laws. However, notwithstanding the foregoing, if a proposal is submitted in response to this solicitation, and the proposal contains trade secret information as defined under applicable law, then such trade secret information is entitled to all protections granted under applicable law or, if such applicable law requires such information to be expressly identified, such trade secret information must be clearly and conspicuously marked and/or identified as "Trade Secret Information" at the time that such proposal is submitted. If such trade secret information is so marked and/or identified, then, in accordance with applicable state law, Lead Agency shall designate such information as trade secret information and shall maintain and keep such trade secret information. Subject to the foregoing, all proposals and any other documents submitted in response to this solicitation shall become the property of Lead Agency. This solicitation and proposals submitted in response to the solicitation, except for all CoreTrust and/or Respondent pricing, processes, and information that qualifies as trade secret information under applicable law and such portions, sections, or parts of a proposal that are clearly and conspicuously marked and/or identified as Trade Secret Information, are deemed to be public records pursuant to applicable state law. For purposes of this Section, "proposal" shall mean both the forms submitted by the Respondent in connection with this solicitation and any attachments, addenda, appendices, or sample products. Except to the extent any information contained in a proposal is considered trade secret information under applicable law, any proposal submitted in response to this or any Lead Agency solicitation that fails to clearly and conspicuously mark and/or identify trade secret information at the time that such proposal is submitted to Lead Agency for consideration shall be deemed and considered by Lead Agency to not contain trade secret information and such proposals shall be deemed to be public records in their entirety in accordance with this Section and applicable state law.

Docusign Envelope ID: E7BFD950-64EA-821D-8095-76AD824ED817

h. Lead Agency may, in its sole discretion, waive minor errors or omissions in a Respondent's proposals when those errors do not unreasonably obscure the meaning of the content, or the competitive nature of the proposal submitted in response to this solicitation.

i. CoreTrust and/or Lead Agency, in their sole discretion, may request Respondents reasonably susceptible for award to submit a best-and-final offer. In such case, Respondents shall submit their best-and-final offers in writing. If a Respondent does not respond to the request for a best-and-final offer, that Respondent's most recent submission will be considered its best-and-final offer.

j. By submitting a proposal, Respondent expressly agrees to waive any claim it has or may have against CoreTrust, its directors, officers, members, managers, employees, or agents arising out of or in connection with: (i) the administration, evaluation, or recommendation of any proposal; (ii) any requirements under the solicitation, proposal package, or related documents; (iii) the rejection of any proposal or any part of any proposal; and/or (iv) the award of a contract, if any. CoreTrust shall not be responsible or liable for any costs incurred by Respondents or the successful Respondent in connection with responding to the solicitation, preparing for oral presentations, preparing and submitting a proposal, entering or negotiating the terms of a contract, or any other expenses incurred by a Respondent. The Respondent is wholly responsible for any such costs and expenses and shall not be reimbursed in any manner by CoreTrust.

2. SOLICITATION CONTACT

a. Key Contact:

Torey Henderson
Procurement Specialist
Torey.Henderson@houstontx.gov

3. REPRESENTATIONS. The Respondent hereby represents the following:

a. It has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with this proposal and any subsequent award.

b. It shall include in the Technical Proposal a complete description of any and all relationships that might be considered a conflict of interest in doing business with Lead Agency.

c. To the best of Respondent's knowledge, the proposal has been arrived at independently, and is submitted without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give an unfair advantage over other respondents or potential respondents in any award resulting from this solicitation.

d. It is not currently delinquent in the payment of any franchise taxes.

e. The individual signing the submittal (whether electronically or in paper form) is an authorized agent of the Respondent and has the authority to bind the Respondent to the Award.

f. Where the solicitation contains a specification that states no substitutions, no deviation from this requirement shall be permitted. The Respondent shall comply with the true intent of the specifications and drawings and not take advantage of any unintentional error or omission. In cases where no type and kind of product is specified, specifications have been developed to indicate minimal standards as to the usage, materials, and contents based on the needs of the Participating Agencies. References to manufacturer's specifications ("**Specifications**") are to be considered informative to give Lead Agency

Docusign Envelope ID: E7BFD950-64EA-821D-8095-76AD824ED817

information as to the general style, type, and kind requested. Lead Agency shall, in its sole discretion, determine whether proposed goods, materials, or equipment are substantially equivalent to the Specifications, considering quality, workmanship, economy of operation, and suitability for the purpose intended. Respondents should include all documentation required to evaluate whether their proposed goods, materials, or equipment are substantially equivalent to the Specifications.

g. Respondent shall state the brand name and number of the materials being provided. If none is indicated, it is understood that the Respondent is proposing the exact brand name and number specified or mentioned in the solicitation. However, unless specifically stated otherwise, comparable substitutions shall be permitted in cases where the material is equal to that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended.

h. Lead Agency reserves the right to award contract(s) to multiple Respondents. The decision to award multiple contracts, award only one contract, or to make no awards rests solely with Lead Agency. No exclusivity is implied in connection with this solicitation unless expressly stated otherwise. Lead Agency reserves the right to obtain like goods and services from other sources.

4. EVALUATION PROCESS AND CRITERIA

1.0 EVALUATION COMMITTEE

An evaluation committee shall evaluate Proposers' submissions in accordance with the evaluation criteria listed in Section 5.0 below. Upon completion of the evaluation, the committee may develop a short list of Proposer(s) meeting the technical competence requirements. Shortlisted Proposers will be evaluated to determine whether each is responsible, as defined below. The shortlisted Proposer(s) may be scheduled for a structured oral presentation, demonstration, and interview. Following these City-to-Proposer(s) meetings, the evaluation committee will summarize their findings and recalculate their scores, if needed. However, the evaluation committee reserves the right to issue letter(s) of clarification when deemed necessary to any or all Proposer(s). The oral presentations, demonstrations and/or interviews may be recorded and/or videotaped.

2.0 INTERVIEWS/ORAL PRESENTATIONS/DEMONSTRATIONS

The City reserves the right to request that Proposer(s) provide a final presentation handout of its Proposal at their scheduled meeting. No Proposer may attend presentations of any other Proposer. If necessary, Proposers may be scheduled for more than one presentation, demonstration, or interview.

3.0 SELECTION PROCESS

The City intends to select a Proposal(s) that best meets the needs of the City and that provides the best overall value. The City reserves the right to check references on any projects performed by Proposers, whether provided by Proposers or known by the City. Upon review of all information provided by Proposers, the evaluation committee will make a recommendation for selection to City officials. Upon approval of the selected Proposer(s), a contract(s) shall be executed by the appropriate City officials.

4.0 BEST AND FINAL OFFER ("BAFO")

The City reserves the right to request a BAFO(s) from one or more finalist.

5.0 EVALUATION CRITERIA

5.1 RESPONSIVE (PASS/FAIL)

Docusign Envelope ID: E7BFD950-64EA-821D-8095-76AD824ED817

A vendor that responds to all material requirements of any solicitation will be deemed responsive. The Proposal shall be responsive to all material requirements that will enable the evaluation committee to evaluate it in accordance with the evaluation criteria and make a recommendation to City officials.

5.2 RESPONSIBLE (PASS/FAIL)

A business entity or individual who has the integrity and reliability as well as the financial and technical capacity to perform the requirements of the solicitation and subsequent contract will be deemed responsible. This assessment will include a review of all references on any projects performed by a business entity or individual, whether provided by the business entity or individual or known by the City

5.3 FINANCIAL STABILITY (PASS/FAIL)

If Proposer is an entity that is required to prepare audited financial statements, Proposer shall submit an annual report that includes:

5.3.1 Last two years of audited accrual-basis financial statements, including an income statement, cash flow statement, and balance sheet.

5.3.2 If applicable, last two years of consolidated statements for any holding companies or affiliates;

5.3.3 An audited or un-audited accrual-basis financial statement of the most recent quarter of operation; and

5.3.4 A full disclosure of any events, liabilities, or contingent liabilities that could affect Proposer’s financial ability to perform this contract.

If Proposer is a privately-owned entity or sole proprietorship for which audited financial statements are not required, Proposer shall submit an annual report that includes:

5.3.5 Last two years of un-audited accrual-basis financial statements, including an income statement, cash flow statement, and balance sheet;

5.3.6 An audited or un-audited accrual-basis financial statement of the most recent quarter of operation; and

5.3.7 A full disclosure of any events, liabilities, or contingent liabilities that could affect Proposer’s financial ability to perform this contract;

OR

5.3.8 Other financial information sufficient for the City, in its sole judgement, to determine if Proposer is financially solvent or adequately capitalized.

5.4 TECHNICAL PROPOSAL (70 Points)

5.4.1 All Proposers must include Technical Proposal (Section N).

5.4.2 The Information for Evaluation section has been divided into two components, Technical Proposal (Section N) and Cost Proposal (Section O).

Docusign Envelope ID: E7BFD950-64EA-821D-8095-76AD824ED817

Table 4: Evaluation Criteria and Point Distribution

EVALUATION METRICS	MAXIMUM RAW POINTS POSSIBLE
Qualifications and Specialized Experience of the Firm	30
Qualifications and Specialized Experience of Key Personnel	30
Methodology and Approach to Requested Services/ Solution	10
Total Technical Score	70
Total Cost Score	30
Local Preference Points	5
	105

5.4.3 EXPLANATION OF THE SUB-SECTIONS OF THE TECHNICAL PROPOSAL

5.4.3.1 Qualifications and Specialized Experience of the Firm

Overview of current and prior experience in work comparable to the scope of services required in this RFP. Include years of experience providing these services for similar entities of comparable size and complexity.

5.4.3.1.1 The Experience sub-section included in the Technical Proposal allows Prospective Contractors to differentiate themselves based on their experience, technical capability, and understanding of the City's specific needs.

5.4.3.1.2 Prospective Contractors should identify expertise in the form of a claim and provide relevant experience to support each claim.

5.4.3.1.3 Prospective Contractors should use verifiable metrics (number of accounts, size of accounts, years of experience, customer satisfaction ratings) to support each claim.

5.4.3.2 Qualifications and Specialized Experience of Key Personnel

Provide resumes that include but are not limited to background, qualifications, education, training, certifications, and years of experience of personnel that will be providing the services required in this RFP.

5.4.3.3 Methodology and Approach to Requested Services/Solution

Provide your practices and approach to provide the requested services to the City.

5.4.3.3.1 The Solution sub-section included in the Technical Proposal allows Prospective Contractors to differentiate themselves based on their proposed solution and/or approach to solve the City's specific needs.

5.4.3.3.2 Prospective Contractors should provide a high-level overview of the Prospective Contractor's proposed solution and/or approach to services using the Requirements outlined in the RFP.

Docusign Envelope ID: E7BFD950-64EA-821D-8095-76AD824ED817

5.4.3.3.4 Proposed solutions should be non-technical and include the Prospective Contractor's recommendations for meeting the objectives and Requirements of the RFP.

5.4.3.3.5 Additional service options and recommendations above and beyond those included in proposed solution should be included in the Recommended Options Form.

5.5 COST PROPOSAL (30 Points)

Cost Proposal Requirements. The Respondent shall provide a detailed cost proposal in the form required in Section O ("**Cost Proposal**").

a. Pricing Information. The below details should be taken into consideration when developing any cost proposal in connection with this solicitation and the Cost Proposal.

b. Complete Proposal. It is the responsibility of the Respondent to provide a complete Cost Proposal that includes pricing based on a verifiable pricing methodology for all Products & Services to be considered part of the final Master Agreement offered to the Participating Agencies.

c. Value. Lead Agency requests that Respondents offer Products & Services at lower prices that are scalable and with better value than what they would ordinarily offer to a single government agency, educational institution, or regional cooperative.

d. Maximum Price. Lead Agency requests that pricing be submitted as not-to-exceed. The Respondent may adjust pricing lower if needed but cannot exceed the pricing submitted. Supplier commits the not-to-exceed pricing provided under the Master Agreement pricing is its lowest available (net to buyer) to public agencies nationwide and further commits that if a Participating Agency is eligible for lower pricing through a national, state, regional, or local or cooperative contract, Supplier shall match such lower pricing to that Participating Agency under the Master Agreement.

e. Indefinite Quantity. This solicitation requests pricing for an indefinite quantity of Products & Services.

f. Total Acquisition Cost. The pricing included in the Cost Proposal must be clearly understood, complete, and fully describe the total cost of acquisition (*e.g.*, cost of the proposed equipment, products, and services delivered and operational for its intended purpose in the Participating Agency's location).

g. Prevailing Wage. Supplier and any of its subcontractors agree to comply with all laws regarding prevailing wage rates applicable to construction of public work, and any related federal requirements, including the Davis-Bacon Act, applicable to this solicitation and Participating Agencies.

h. Administrative Fee. Pricing provided shall include the administrative fee payable to CoreTrust.

i. Descriptions. All line items included in your Cost Proposal should be described by, but not limited to, characteristics such as manufacture name, stock or part number, size, or functionality.

Docusign Envelope ID: E7BFD950-64EA-821D-8095-76AD824ED817

j. Discounts. Discounts shall be clearly defined. Pricing with multiple discounts levels based on quantity, sales volume, or any other factor is allowable and must be based on a fixed or defined price or sales range or configuration of Products & Services.

k. No Cost-Plus Pricing. Cost-Plus Pricing is not acceptable as the primary pricing methodology for the solutions provided in your Cost Proposal. Cost-Plus Pricing can be defined as adding a markup to the cost of goods or services to arrive at a selling price. Using this pricing methodology is not accepted by Participating Agencies using Federal grant funds to purchase the Products & Services offered by Supplier.

l. Lead Agency reserves the right to make additional investigations as it deems necessary to establish the capability of any Respondent.

5.6 LOCAL PREFERENCE POINTS

To be eligible for the preference, a company must be designated as a City Business (CB) or Local Business (LB) under the Hire Houston First Program prior to submittal of proposal. Proposers must provide Declaration of Hire Houston First Designation with proposal submission. Note: At the conclusion of scoring Proposals, preference points shall be distributed in the following manner:

• 5 Points: For Proposer firm designated as a Hire Houston First “City Business” (CB);
• 3 Points: For Proposer firm designated as a Hire Houston First “Local Business” (LB);
• 0 Points: For proposer firm not designated as either a “City Business” (CB) or a “Local Business” (LB).

5.7 EVALUATION MATRIX

The Technical Score and Cost Score will be added together to determine the Grand Total Score for the proposal. The City may move forward to Discussions with the Prospective Contractor determined reasonably susceptible of being selected for award.

Evaluation Criteria	**Max Points**
5.1 Responsive	Pass/Fail
5.2 Responsible	Pass/Fail
5.3 Financial Stability	Pass/Fail
5.4 Technical Proposal	70
5.5 Cost Proposal	30
5.6 Local Preference Points	5
TOTAL AVAILABLE POINTS	**105 POINTS**

6.0 ADDITIONAL RELATED SERVICES

In submitting its Proposal, Proposer(s) shall indicate a willingness to negotiate future potential additional services deemed appropriate for the scope of work, as provided herein, or deemed necessary and/or desirable by the City and CoreTrust.

7.0 INTERLOCAL AGREEMENT

Docusign Envelope ID: E7BFD950-64EA-821D-8095-76AD824ED817

Under the same terms and conditions, the resulting contract may be expanded to other government entities through inter-local agreements between the City and the respective government entity that encompasses all or part of the products/services provided under this contract. Separate contracts will be drawn to reflect the needs of each participating entity.

- A Respondent's performance and actions under previously awarded contracts to schools, local, state, or federal agencies are relevant in determining whether the Respondent is likely to provide quality Products & Services to Participating Agencies; including the administrative aspects of performance; the Respondent's history of reasonable and cooperative behavior and commitment to customer satisfaction; and generally, the Respondent's businesslike concern for the interests of the customer.

- Information Requirements. The Respondent shall provide the information, documentation, forms, and other materials required in Section N ("**Technical Proposal**").

- Estimated Quantities. Estimated quantity IDIQ. While no minimum volume is guaranteed to Supplier, the estimated annual volume is projected based on the current annual volumes among Lead Agency and other Participating Agencies that are anticipated to utilize the resulting Master Agreement to be made available to them through the Program and volume growth into other public agency members through a coordinated marketing approach between Supplier and CoreTrust.

8.0 AWARD

a. Depending upon the proposals received in a given category, Lead Agency may need to organize responses into subcategories based on specific geographies, products, or services in order to provide the broadest coverage of the requests in scope of this solicitation. Awards may be based on a subcategory.

b. Lead Agency is under no obligation to issue a contract as a result of this solicitation if, in the opinion of Lead Agency and the proposal review team, none of the proposals are sufficiently responsive to the objectives and needs of Lead Agency. Lead Agency reserves the right to not select any Respondent should Lead Agency decide not to proceed for any reason.

c. In the event a Respondent's proposal is not selected, Respondent may, simultaneous to or in lieu of a protest, request in writing that Lead Agency and Respondent engage in a debriefing process, the purpose of which is to provide Lead Agency's general feedback on the Respondent's proposal in order to aid the Respondent in preparing future proposals.

REMAINDER OF PAIGE INTENTIONALLY LEFT BLANK

Docusign Envelope ID: E7BFD950-64EA-821D-8095-76AD824ED817

9.0 OTHER REQUIRED INFORMATION

a. Certifications And Licenses: Provide a copy of all current licenses, registrations and certifications issued by federal, state and local agencies, and any other licenses, registrations or certifications from any other governmental entity with jurisdiction, allowing Respondent to perform the covered services including, but not limited to licenses, registrations or certifications. M/WBE, HUB, DVBE, small and disadvantaged business certifications and other diverse business certifications, as well as manufacturer certifications for sales and service must be included if applicable.

b. **Contractor's Employment Eligibility**

By entering the contract, Contractor warrants compliance with the Federal Immigration and Nationality Act (FINA), and all other federal and state immigration laws and regulations. The Contractor further warrants that it is in compliance with the various state statutes of the states it will operate this contract in.

Participating Government Entities including School Districts may request verification of compliance from any Contractor or subcontractor performing work under this Contract. These Entities reserve the right to confirm compliance in accordance with applicable laws.

Should the Participating Entities suspect or find that the Contractor or any of its subcontractors are not in compliance, they may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

The Respondent complies and maintains compliance with the appropriate statutes which requires compliance with federal immigration laws by State employers, State contractors and State subcontractors in accordance with the E-Verify Employee Eligibility Verification Program.

Contractor shall comply with governing board policy of the Participating entities in which work is being performed.

Respondent Signature

c. **Fingerprint & Criminal Background Checks**

If required to provide services on school district property at least five (5) times during a month, contractor shall submit a full set of fingerprints to the school district if requested of each person or employee who may provide such service. Alternately, the school district may fingerprint those persons or employees. An exception to this requirement may be made as authorized in Governing Board policy. The district shall conduct a fingerprint check in accordance with the appropriate state and federal laws of all contractors, subcontractors or vendors and their employees for which fingerprints are submitted to the district. Contractor, subcontractors, vendors and their employees shall not provide services on school district properties until authorized by the District.

The Respondent shall comply with fingerprinting requirements in accordance with appropriate statutes in the state in which the work is being performed unless otherwise exempted.

Contractor shall comply with governing board policy in the school district or Participating Entity in which work is being performed.

Docusign Envelope ID: E7BFD950-64EA-821D-8095-76AD824ED817

Respondent Signature

d. **ANTITRUST CERTIFICATION STATEMENTS**

(Tex. Government Code § 2155.005)

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

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

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

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

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

Respondent Signature

e. **IMPLEMENTATION OF HOUSE BILL 1295**

Certificate of Interested Parties (Form 1295):

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least $1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016.

The Texas Ethics Commission was required to adopt rules necessary to implement that law, prescribe the disclosure of interested parties form, and post a copy of the form on the commission's website. The commission adopted the Certificate of Interested Parties form (Form 1295) on October 5, 2015. The commission also adopted new rules (Chapter 46) on November 30, 2015, to implement the law. The commission does not have any additional authority to enforce or interpret House Bill 1295.

Filing Process:

Staring on January 1, 2016, the commission will make available on its website a new filing application that must be used to file Form 1295. A business entity must use the application to enter the required information on Form 1295 and print a copy of the completed form, which will include a certification of

Docusign Envelope ID: E7BFD950-64EA-821D-8095-76AD824ED817

filing that will contain a unique certification number. An authorized agent of the business entity must sign the printed copy of the form and have the form notarized. The completed Form 1295 with the certification of filing must be filed with the governmental body or state agency with which the business entity is entering into the contract.

The governmental entity or state agency must notify the commission, using the commission's filing application, of the receipt of the filed Form 1295 with the certification of filing not later than the 30th day after the date the contract binds all parties to the contract. The commission will post the completed Form 1295 to its website within seven business days after receiving notice from the governmental entity or state agency.

Information regarding how to use the filing application will be available on this site starting on January 1, 2016.
https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

f. **BOYCOTT CERTIFICATION**

Respondent must certify that during the term of any Agreement, it does not boycott Israel and will not boycott Israel. "Boycott" 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.

Does vendor agree? DL (Initials of Authorized Representative)

Respondent must certify that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and will not discriminate during the term of the contract against a firearm entity or firearm trade association. Respondent must aslo certify that it does not boycott energy companies; and will not boycott energy companies during the term of the contract.

Does vendor agree? DL (Initials of Authorized Representative)

g. **TERRORIST STATE CERTIFICATION**

In accordance with Texas Government Code, Chapter 2252, Subchapter F, REGION 10 ESC is prohibited from entering into a contract with a company that is identified on a list prepared and maintained by the Texas Comptroller or the State Pension Review Board under Texas Government Code Sections 806.051, 807.051, or 2252.153. By execution of any agreement, the respondent certifies to REGION 10 ESC that it is not a listed company under any of those Texas Government Code provisions. Responders must voluntarily and knowingly acknowledge and agree that any agreement shall be null and void should facts arise leading the REGION 10 ESC to believe that the respondent was a listed company at the time of this procurement.

Does vendor agree? DL (Initials of Authorized Representative)

h. **RESIDENT CERTIFICATION**

CORETRUST

This Certification Section must be completed and submitted before a proposal can be awarded to your company. This information may be placed in an envelope labeled "Proprietary" and is not subject to public view. In order for a proposal to be considered, the following information must be provided. Failure to complete may result in rejection of the proposal:

As defined by Texas House Bill 602, a "nonresident Bidder" means a Bidder whose principal place of business is not in Texas, but excludes a contractor whose ultimate parent company or majority owner has its principal place of business in Texas.
Texas or Non-Texas Resident

☐ I certify that my company is a **"resident Bidder"**
☒ I certify that my company qualifies as a **"nonresident Bidder"**

If you qualify as a "nonresident Bidder," you must furnish the following information:

What is your resident state? (The state your principal place of business is located.)

Alliance 2020, Inc.		
Company Name		
304 Main Ave S, Suite 101, Renton	Washington	98057
Address	State	Zip

i. FEMA REQUIREMENTS

When a participating agency seeks to procure goods and services using funds under a federal grant or contract, specific federal laws, regulations, and requirements may apply in addition to those under state law. This includes, but is not limited to, the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 CFR 200 (sometimes referred to as the “Uniform Guidance” or “EDGAR” requirements). Additionally, Appendix II to Part 200 authorizes FEMA to require or recommend additional provisions for contracts.

All respondents submitting proposals must complete this FEMA Recommended Contract Provisions Form regarding respondent’s willingness and ability to comply with certain requirements which may be applicable to specific participating agency purchases using FEMA funds. This completed form will be made available to Members for their use while considering their purchasing options when using FEMA grant funds. Members may also require Supplier Partners to enter into ancillary agreements, in addition to the contract’s general terms and conditions, to address the member’s specific contractual needs, including contract requirements for a procurement using federal grants or contracts.

For each of the items below, Respondent should certify Respondent’s agreement and ability to comply, where applicable, by having respondents authorized representative complete and initial the applicable lines after each section and sign the acknowledgment at the end of this form. If a Respondent fails to complete any item in this form, it will be considered that the Respondent’s response will be that they are unable or unwilling to comply. A negative response to any of the items may, if applicable, may impact the ability of a participating agency to purchase from the Supplier using federal funds.

Docusign Envelope ID: E7BFD950-64EA-821D-8095-76AD824ED817

1. *Access to Records*

For All Procurements

The Winning Supplier agrees to provide the participating agency, the pass-through entity (if applicable), the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

The Winning Supplier agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

The Winning Supplier agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

Does vendor agree? __DL_____ (Initials of Authorized Representative)

For Contracts Entered into After August 1, 2017 Under a Major Disaster or Emergency Declaration

In compliance with section 1225 of the Disaster Recovery Reform Act of 2018, the participating agency, and the Winning Supplier acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States."

Does vendor agree? __DL_____ (Initials of Authorized Representative)

2. *Changes*

FEMA recommends that all contracts include a changes clause that describes how, if at all, changes can be made by either party to alter the method, price, or schedule of the work without breaching the contract. The language of the clause may depend on the nature of the contract and the procured item(s) or service(s). The participating agency should also consult their servicing legal counsel to determine whether and how contract changes are permissible under applicable state, local, or tribal laws or regulations.

Does vendor agree? __DL_____ (Initials of Authorized Representative)

3. *Use of DHS Seal, Logo, and Flags*

The Winning Supplier shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval. The contractor shall include this provision in any subcontracts.

Does vendor agree? __DL_____ (Initials of Authorized Representative)

4. *Compliance with Federal Law, Regulations, And Executive Orders and Acknowledgement of Federal Funding*

Docusign Envelope ID: E7BFD950-64EA-821D-8095-76AD824ED817

This is an acknowledgement that when FEMA financial assistance is used to fund all or a portion of the participating agency's contract with the Winning Supplier, the Winning Supplier will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

Does vendor agree? DL (Initials of Authorized Representative)

5. *No Obligation by Federal Government*

The federal government is not a party to this or any contract resulting from this or future procurements with the participating agencies and is not subject to any obligations or liabilities to the non-federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

6. *Program Fraud and False or Fraudulent Statements or Related Acts*

The Winning Supplier acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract.

Does vendor agree? DL (Initials of Authorized Representative)

7. *Affirmative Socioeconomic Steps*

If subcontracts are to be let, the Winning Supplier is required to take all necessary steps identified in 2 C.F.R. § 200.321(b)(1)-(5) to ensure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

Does vendor agree? DL (Initials of Authorized Representative)

8. *License and Delivery of Works Subject to Copyright and Data Rights*

The Winning Supplier grants to the participating agency, a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this contract to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the contract but not first produced in the performance of this contract, the Winning Supplier will identify such data and grant to the participating agency or acquires on its behalf a license of the same scope as for data first produced in the performance of this contract. Data, as used herein, shall include any work subject to copyright under 17 U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this contract, the Winning Supplier will deliver to the participating agency data first produced in the performance of this contract and data required by the contract but not first produced in the performance of this contract in formats acceptable by the (insert name of the non-federal entity).

Does vendor agree? DL (Initials of Authorized Representative

Docusign Envelope ID: E7BFD950-64EA-821D-8095-76AD824ED817

SECTION H – REQUIREMENTS FOR NATIONAL COOPERATIVE CONTRACT

1. NATIONAL OFFERING. This Section H defines the expectations for qualifying Suppliers based on CoreTrust's and Lead Agency's requirements to market the resulting Master Agreement nationally to potential Participating Agencies. All transactions, purchase orders, invoices, and payments shall occur directly between Supplier and each Participating Agency, individually, and neither CoreTrust nor Lead Agency, including their respective agents, directors, employees, or representatives, shall be liable to Supplier for any acts, liabilities, damages, etc., of or incurred by any other Participating Agency. Supplier is responsible for knowing the tax laws in each state. These requirements are incorporated into and are considered an integral part of this solicitation and are hereby incorporated into the Administration Agreement and Master Agreement. CoreTrust reserves the right to determine whether to make the Master Agreement awarded by Lead Agency available to any Participating Agency, in its sole and absolute discretion, and any party submitting a response to this solicitation acknowledges that any award by Lead Agency does not obligate CoreTrust to make the Master Agreement available to Participating Agencies.

2. AUTHORIZATION OF CONTRACTORS, SUBCONTRACTORS, DEALERS, RESELLERS, AND DISTRIBUTORS. If Lead Agency or Respondent requires the use of contractors, subcontractors, dealers, resellers, or distributors to sell or service the Products & Services included in their proposal, the proposal should provide a list of or direct the proposal review team to where they can locate a list of the Respondent's dealers, resellers, or subcontractors who shall be authorized to sell through the contract in the event the Respondent receives a contract award. In the event Respondent receives a contract award and, during the term of such Master Agreement, additional or different contractors, subcontractors, dealers, resellers, or distributors are required by Lead Agency, Participating Agency, and/or Respondent (as applicable), the use of such additional or different contractors, subcontractors, dealers, resellers, or distributors shall be subject to the other party's consent (which approval shall not be unreasonably withheld, conditioned, or delayed) as evidenced in a writing signed by an authorized representative of each of Respondent and Lead Agency.

3. AWARD BASIS. The award of any Master Agreement resulting from this solicitation made by Lead Agency shall be the basis through which CoreTrust makes available the Master Agreement on a national level through the CoreTrust national cooperative contract program. If multiple Respondents are awarded by Lead Agency under the Master Agreement, those same Respondents shall be required to extend the Master Agreement to Participating Agencies through CoreTrust. Utilization of the Master Agreement by Participating Agencies shall be at the discretion of the individual Participating Agency. Certain terms of the Master Agreement specifically applicable to Lead Agency (*e.g.* governing law) are subject to modification for each Participating Agency as Supplier, such Participating Agency, and CoreTrust shall agree without being in conflict with the Master Agreement. Participating Agencies may request to enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in the Master Agreement (*i.e.* invoice requirements, order requirements, specialized delivery, diversity requirements such as minority and woman owned businesses, historically underutilized business, governing law, etc.). It shall be the responsibility of Supplier to comply, when applicable, with the prevailing wage legislation in effect in the jurisdiction of the Participating Agency. It shall further be the responsibility of Supplier to monitor the prevailing wage rates as established by the appropriate department of labor for any increase in rates during the term of the Master Agreement and adjust wage rates accordingly. Any supplemental agreement developed as a result of the Master Agreement is exclusively between the Participating Agency and Supplier (contract sales are reported to CoreTrust).

4. MARKETING, SALES, AND ADMINISTRATIVE SUPPORT. CoreTrust shall provide marketing, sales, and administrative support to Supplier as determined by CoreTrust to market and promote the Products & Services on a national level. Such support and Supplier obligations shall be further detailed in the Administrative Agreement and may include, without limitation, training support, marketing collateral, website materials, participation in pitches and sales calls, trade shows, advertising, and social media campaigns.

Docusign Envelope ID: E7BFD950-64EA-821D-8095-76AD824ED817

5. ADMINISTRATIVE FEE. Suppliers shall be obligated to remit an Administrative Fee to CoreTrust in consideration of CoreTrust's support of the Program. Such Administrative Fee shall be paid by Supplier in accordance with the terms of the Administration Agreement.

Docusign Envelope ID: E7BFD950-64EA-821D-8095-76AD824ED817

SECTION I – FORM OF MASTER AGREEMENT

[Attachment to Follow]

Docusign Envelope ID: E7BFD950-64EA-821D-8095-76AD824ED817

MASTER COOPERATIVE PURCHASING AGREEMENT

THIS MASTER COOPERATIVE PURCHASING AGREEMENT (this "**Master Agreement**") is entered into as of the Effective Date (as defined herein) by and between Lead Agency and Supplier (each a "**Party**" and together the "**Parties**").

RECITALS

WHEREAS, city of Houston, TX serves as a lead agency (a "**Lead Agency**") for CoreTrust Purchasing Group LLC ("**CoreTrust**"), a national cooperative purchasing organization, by publicly procuring Master Agreements for products and services (the "**Program**") to be made available to current and prospective CoreTrust cooperative purchase program participants ("**Program Participant**");

WHEREAS, CoreTrust is Lead Agency's third-party procurement administrator and duly authorized agent managing procurement, contract management, marketing, sales, reporting, and financial activities of, for, and on behalf of Lead Agency;

WHEREAS, any Public Sector Entity may participate in the Program as a Program Participant to the extent permitted by applicable state, region, territory, and/or national law. The term "**Public Sector Entity**" includes without limitation state, county, city, special district, and/or local government entities, school districts, private and public educational institutions, political subdivisions, state/regional/territorial agencies, state/regional/territorial governments, and other entities receiving financial support from tax monies and/or public funds;

WHEREAS, CoreTrust makes its Master Agreements available through groups and associations ("**Association Partners**") that contract with CoreTrust to provide additional benefits to such Association Partners' members;

WHEREAS, Program Participants, Association Partners, and Association Partners' members are referred to herein as "**CoreTrust Participants**;"

WHEREAS, Lead Agency issued a best value solicitation ("**solicitation**") on behalf of CoreTrust Participants and solicited responses from companies ("**Respondent(s)**") for BACKGROUND CHECK AND IDENTITY VERIFICATION with related products and services, as further described in Supplier's cost proposal submission (collectively, "**Products & Services**"), and awarded a contract to Supplier; and

WHEREAS, CoreTrust shall make available this Master Agreement to Program Participants for procurement of Supplier's Products & Services, and Supplier shall provide the same to Program Participants subject to this Master Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the Parties agree as follows:

1. PERSONNEL; EQUIPMENT. Supplier shall provide the Products & Services to all Program Participants at the prices set forth in its cost proposal submission delivered in response to the solicitation. Supplier shall engage such subcontractors, personnel, and/or specialized equipment necessary to furnish Products & Services to all Program Participants throughout the Term of this Master Agreement.

2. SUPPLEMENTAL AGREEMENTS. No separate agreement shall apply to the Products & Services ordered under this Master Agreement.

3. PRICING

a. Charges. All amounts to be paid by Program Participants for Products & Services are provided in the cost proposal attached to the solicitation as Section O ("**Cost Proposal**"). Supplier agrees that there are no other rates, fees, charges, or other monetary incentives for Products & Services except those listed in Supplier's Cost Proposal.

b. Restrictions. All pricing is "Not-To-Exceed," where Program Participants shall receive pricing that does not exceed the per-unit pricing provided in Respondent's Cost Proposal. No price increases are permitted within the first ninety (90) days after the Effective Date hereof. Thereafter, Supplier shall notify CoreTrust in writing immediately upon Supplier's determination of any price increase, and all price increases shall be requested in writing to Lead Agency. Supplier shall deliver to Lead Agency manufacturer documentation or a formal cost justification letter simultaneous with such request. For clarity, price increases must be approved in writing by Lead Agency's authorized representative in order to take effect, and no payment for additional materials or services beyond the amount stipulated in the Cost Proposal shall be paid without such prior approval. Supplier shall maintain all current pricing on file with CoreTrust, and shall provide to CoreTrust all price changes using the same format as was accepted in the original awarded contract.

4. TERM; TERMINATION

a. Term. This Master Agreement commences as of the effective date ("**Effective Date**") identified in the Master Agreement Acceptance Form attached to the solicitation as Section J ("**Master Agreement Acceptance Form**") and continues for the later of: (i) five (5) years; and (ii) the expiration date identified in the Master Agreement Acceptance Form ("**Termination Date**") unless extended, terminated, or canceled as set forth herein ("**Initial Term**"). Thereafter, Lead Agency may opt to renew his Master Agreement for four (4) additional one (1)s year period(s) (each, a "**Renewal Term**") unless this Master Agreement is earlier terminated as set forth herein. By the Parties' mutual written consent, the Term of this Master Agreement may be extended beyond the Initial and Renewal Term(s) ("**Extended Term**"). The Initial Term together with all Renewal Terms and Extended Terms exercised are hereinafter collectively referred to as the "**Term**."

b. Termination. Each Party may terminate this Master Agreement: (i) at any time upon mutual written consent of all Parties' respective authorized representatives; (ii) upon ten (10) additional days' written notice in the event another Party breaches a material obligation hereunder, and (if such breach is curable) such Party fails to cure the breach or provide acceptable reassurance to the non-breaching Party(ies) within thirty (30) calendar days of receiving written notice thereof; and/or (iii) upon five (5) business days' written notice: (1) if another Party is adjudged insolvent or bankrupt or makes any assignment for the benefit of creditors; (2) upon the appointment of a receiver, liquidator, or trustee of another Party's property or assets; or (3) upon liquidation, dissolution, or winding up of another Party's business.

c. Effect of Termination. Upon termination of this Master Agreement for any reason, all Confidential Information shall be promptly returned to the Disclosing Party. Supplier shall immediately cease all sales of Products & Services to any Program Participant under and through the terms of this Master Agreement. Following the effective date of termination, Supplier shall not be precluded from selling its products and services to individuals, businesses, and entities that were Program Participants when this Master Agreement was in effect, either directly or through some other contract vehicle. Following the effective date of termination, Lead Agency and CoreTrust shall not be precluded from transitioning individuals, businesses, and entities that were Program Participants when this Master Agreement was in effect to another agreement or supplier.

5. CONFIDENTIALITY. This Section 5 shall apply solely to the extent permitted by applicable law. The non-public nature and details of the business relationship established hereunder, and each Party's ("**Disclosing Party**") non-public business information to which another Party (the "**Receiving Party**") becomes privy during the Term, constitute the Disclosing Party's confidential and proprietary information ("**Confidential Information**"), the disclosure, copying, or distribution of which in breach of this Master Agreement could result in harm to the Disclosing Party. Each Party shall maintain the other Parties' Confidential Information in the strictest confidence and shall not disclose, copy, or distribute the other Parties' Confidential Information, whether orally or in writing, directly or indirectly, in whole or in part, except to those of the Receiving Party's employees, agents, subcontractors, consultants, and suppliers with a need to know the Confidential Information who are bound: (a) in writing to these confidentiality obligations; and/or (b) by a professional duty of confidentiality. The foregoing shall not limit a Receiving Party, for purposes of marketing, from informing actual or potential CoreTrust Participants of the existence of a general contractual relationship between the Parties. The confidentiality obligations set forth in this Section shall continue in effect for the Term and thereafter for so long as permitted under applicable law. For clarity, "Confidential Information" shall not include information: (i) which is or becomes generally available to the public other than through the fault of the Receiving Party or a third party acting on the Receiving Party's behalf; (ii) which was available on a non-confidential basis prior to its disclosure by the Disclosing Party; and/or (iii) which becomes available to a Receiving Party on a non-confidential basis from a source other than the Disclosing Party or its representatives (provided, such source is not known by the Receiving Party to be subject to any prohibition against transmitting the information). Notwithstanding anything to the contrary herein, if a Receiving Party is required by applicable law, legal process, and/or court of competent jurisdiction to disclose the Disclosing Party's Confidential Information, the Receiving Party shall: (1) promptly notify the Disclosing Party in writing (to the extent legally permitted) so that the Disclosing Party may seek a protective order or other appropriate remedy; (2) furnish only that portion of the Confidential Information which is legally required; and (3) reasonably cooperate with the Disclosing Party's defense against such compelled disclosure (if any), at the Disclosing Party's expense and written request.

6. INDEMNIFICATION. Supplier shall indemnify, defend, and hold harmless Lead Agency and their respective administrators, directors, officers, members, managers, employees, and agents (each, an "**Indemnified Party**") from and against all losses, damages, and expenses (including reasonable attorneys' fees) arising from all claims, proceedings, and/or demands ("**Claims**") asserted against an Indemnified Party resulting from the act(s) and/or omission(s) of Supplier or its employees or subcontractors in the preparation of the solicitation and later performance under this Master Agreement. The Indemnified Party shall: (a) notify Supplier in writing promptly upon discovering a Claim (provided, failure to do so shall not excuse Supplier's obligations under this Section unless Supplier is materially prejudiced by such failure), at which time Supplier shall promptly take control of the defense against such Claim; and (b) reasonably assist Supplier in its defense at Supplier's reasonable request and expense. Supplier shall not settle any Claim without the applicable Indemnified Party's

prior written consent, which consent shall not be unreasonably withheld, conditioned, or delayed. The applicable Indemnified Party shall be entitled to participate in the defense of such matter and to employ counsel at its expense to assist in such defense.

7. INSURANCE. During the Term and for two (2) years following expiration or termination of this Master Agreement, Supplier at its own expense shall maintain, and shall require its agents, subcontractors, and suppliers engaged in Supplier's performance of its duties hereunder to maintain, general liability insurance, property insurance, and automobile insurance (at a minimum, in the amount of $1,000,000 per occurrence/$5,000,000 annual aggregate) applicable to any claims, liabilities, damages, costs, and expenses arising out of its performance under this Master Agreement and with respect to, or arising out of, Supplier's provision of Products & Services to Program Participants. Lead Agency, CoreTrust, and their respective officers, directors, employees, and agents shall be named as certificate holders on Supplier's related insurance policies. All such insurance policies shall incorporate a provision requiring written notice to Lead Agency and CoreTrust at least thirty (30) days prior to the cancellation, non-renewal, and/or material modification of any such policies. Supplier shall submit to CoreTrust within ten (10) calendar days after the Effective Date, and prior to furnishing Products & Services to any Program Participants, valid certificates evidencing the effectiveness of the foregoing insurance policies. Supplier shall provide such valid certificates on an annual basis until the terms of this Section are no longer applicable.

8. AUDIT. Lead Agency, whether directly or through an independent auditor or accounting firm, may perform audits of Supplier materials, including inspection of books, records, and computer data relevant to Supplier's provision of Products & Services to Program Participants pursuant to this Master Agreement, to ensure that pricing, inventory, quality, process, and business controls are maintained; provided, such inspections and audits shall be conducted upon reasonable notice to Supplier and in a manner not unreasonably interfering with Supplier's ordinary business operations.

9. MISCELLANEOUS

a. Submission Review. Lead Agency shall review proposed Respondent contract documents. Respondent's contract document shall not become part of Lead Agency's and CoreTrust's contract with Respondent unless and until an authorized representative of each of Lead Agency and CoreTrust reviews and approves it in writing.

b. General. This Master Agreement, together with all solicitation components of the solicitation, the components of Supplier's proposal, attachments, appendices, and exhibits hereto, constitutes the Parties' entire agreement with respect to the subject matter hereof and supersedes all prior oral or written representations and agreements with regard to the same. Supplier's complete and final solicitation response is hereby incorporated into and made part of this Master Agreement. No release, discharge, abandonment, waiver, alteration, or modification of any provision of this Master Agreement shall be binding upon any Party unless set forth in a writing signed by authorized representatives of the Parties. This Master Agreement should be construed without regard to any rule requiring interpretation against the drafting Party. Waiver by any Party(ies) of or the failure of any Party(ies) hereto to enforce at any time its rights with regard to any breach or failure to comply with any provision of this Master Agreement by the other Party(ies) may not be construed as, or constitute, a continuing waiver of such provision, or a waiver of any other future breach of or failure to comply with the same provision or any other provision of this Master Agreement. If any provision hereof is found by a court of competent jurisdiction to be invalid or unenforceable, it shall be enforced to the extent permissible and the remainder of this Master Agreement shall remain in full force and effect. This Master Agreement may be executed in one or more counterparts, each of which shall be deemed an original. For purposes of this Master Agreement, a facsimile, scanned, or electronic signature shall be deemed an original signature. In the event of conflict between terms in this Master Agreement and the terms of the solicitation or any section or attachment thereto, the following order of precedence applies: (i) the terms in the body of this Master Agreement; (ii) specifications and scope of work, as awarded; (iii) attachments and exhibits to the Master Agreement; (iv) the solicitation and all attachments thereto; and (v) Respondent's proposal and all attachments thereto.

c. Force Majeure. The Parties' obligations hereunder shall be temporarily suspended during any period a Party is unable to carry out its obligations under this Master Agreement by reason of a Force Majeure Event. For purposes of this Master Agreement, a "**Force Majeure Event**" means an occurrence negatively affecting a Party's performance hereunder and which is beyond such Party's reasonable control, including an act of God or public enemy, act of terrorism, pandemic or epidemic, fire, flood, civil commotion, or closing of the public highways. No Party shall have any responsibility to the other Party for a delay in performance nor failure to perform to the extent this Master Agreement is so temporarily suspended; provided: (i) nothing contained herein shall apply to payment obligations with respect to obligations which have already been performed under this Master Agreement; and (ii) the affected Party: (1) promptly notifies the other Party of such Force Majeure Event and the reasonably expected duration thereof; (2) exercises commercially reasonable efforts to promptly remedy, remove, or mitigate the effects of such Force Majeure Event to the extent reasonably possible; and (3) promptly resumes performance of any suspended obligation upon cessation of such Force Majeure Event.

Docusign Envelope ID: E7BFD950-64EA-821D-8095-76AD824ED817

d. Assignment. This Master Agreement and the rights and obligations hereunder are not assignable by any Party hereto without the prior written consent of the other Parties, which consent shall not be unreasonably withheld, conditioned, or delayed; provided, Supplier may assign its respective rights and obligations under this Master Agreement without the consent of the other Parties in the event Supplier undergoes a corporate reorganization, consolidation, merger, sale, or transfer of all or substantially all of its assets to another entity. Subject to the preceding sentence, this Master Agreement shall be binding upon, inure to the benefit of, and be enforceable by the Parties and their respective successors and assigns. Any instrument purporting to make an assignment in violation of this Section shall be null and void. This Master Agreement may be extended to additional entities affiliated with the Parties upon the mutual written agreement of the Parties' authorized representatives; provided, no such extension shall relieve the extending Party of its rights and obligations under this Master Agreement.

e. Relationship. Nothing contained in this Master Agreement creates any agency, partnership, or other joint enterprise between the Parties. The Parties shall at all times be independent contractors. No Party has authority to contract for or bind another Party in any manner whatsoever except as expressly permitted under this Master Agreement. This Master Agreement is made solely for the benefit of the Parties, and no third party shall acquire or have any right under or by virtue of this Master Agreement.

f. Governing Law. This Master Agreement shall be governed by and construed in accordance with the laws of the State of Texas and the United States of America, without regard to their respective conflict of laws principles. THE PARTIES EACH EXPRESSLY SUBMIT AND CONSENT TO THE JURISDICTION OF ANY COURT HAVING JURISDICTION OVER HARRIS COUNTY, TX WITH RESPECT TO ANY LEGAL PROCEEDING ARISING OUT OF, OR RELATING TO, THIS MASTER AGREEMENT. EACH PARTY EXPRESSLY WAIVES ANY OBJECTION THAT IT MAY HAVE BASED UPON LACK OF PERSONAL JURISDICTION, IMPROPER VENUE, OR *FORUM NON CONVENIENS*. In the event any Party initiates a suit and that suit is adjudicated by a court of competent jurisdiction, the prevailing Party shall be entitled to pursue recovery of reasonable attorneys' fees and costs from the non-prevailing Party, in addition to any other relief to which such court determines the prevailing Party is entitled or awarded.

g. Survival. In addition to those provisions which by their nature survive the expiration or termination of this Master Agreement, Sections 2 and 4 through 9 shall so survive.

h. Notice. All notices, claims, certificates, requests, demands, and other communications required or permitted hereunder must be in writing and shall be deemed effective: (i) when delivered personally to the recipient; (ii) the next business day following deposit with a nationally recognized overnight courier service; and/or (iii) three (3) days following deposit with the U.S. Postal Service if by certified or registered mail, return receipt requested and postage prepaid. The Parties agree that the day-to-day business communications may be made via electronic communication. Written notices to Supplier shall be sent to the remittance address provided with Supplier's proposal, and written notices to Lead Agency shall be sent to the below address(es), as may be updated from time to time pursuant to this Section.

If to Lead Agency:

Jedediah Greenfield, MPA, CPPO, CTCD, CTCM
Chief Procurement Officer, Jedediah.Greenfield@houstontx.gov.

With a copy to:

CoreTrust Purchasing Group LLC
Attn: Drew Tuller, Senior Director Sales, Public Sector or designee
Senior Director Sales, Public Sector
601 11th Avenue North, 7th Floor
Nashville, Tennessee 37203

Docusign Envelope ID: E7BFD950-64EA-821D-8095-76AD824ED817

SECTION J – MASTER AGREEMENT ACCEPTANCE FORM

[Attachment to Follow]

CORETRUST

MASTER AGREEMENT ACCEPTANCE FORM

RESPONDENTS MUST SUBMIT THIS FORM COMPLETED AND SIGNED WITH THEIR RESPONSE IN ORDER TO BE CONSIDERED FOR AN AWARD.

The undersigned hereby proposes and agrees to furnish Products & Services in strict compliance with the terms, specifications, and conditions contained within this solicitation and the Master Agreement at the prices proposed within the submitted proposal, unless noted in writing. The undersigned further certifies that he/she is an officer of the company and has authority to negotiate and bind the company named below and has not prepared this proposal in collusion with any other Respondent, and that the contents of this proposal as to prices, terms, or conditions of said proposal have not been communicated by the undersigned nor by any employee or agent to any person engaged in this type of business prior to the official opening of this proposal.

Company Name	**Alliance 2020, Inc.**
Address	**304 Main Ave S, Suite 101**
City/State/ZIP	**Renton, WA 98057**
Phone Number	**425-271-8065**
Email Address	**debbie@alliance2020.com**
Printed Name	**Debbie Loyning**
Job Title	**Chief Operating Officer**
Authorized Signature	

Master Agreement Effective Date	November 1, 2026
Master Agreement Termination Date	October 31, 2029
Contract Number	RFP-2025-0009 Background Check and Identity Verification CoreTrust Tracking # 24COR-004

Alliance 2020 Inc.

DocuSigned by:
Debbie Loyning
6911FBC160F34DA...

Debbie Loyning
Printed Name

COO
Title

City of Houston

Signed by:
6121834A077C41A...

Jedediah Greenfield
Printed Name

Chief Procurement Officer
Title

Docusign Envelope ID: E7BFD950-64EA-821D-8095-76AD824ED817

SECTION K – FORM OF ADMINISTRATION AGREEMENT

[Attachment to Follow]

CORETRUST

ADMINISTRATION AGREEMENT

THIS ADMINISTRATION AGREEMENT, including the Terms and Conditions attached hereto as Attachment A (collectively, this "**Admin Agreement**") is entered into as 10/28/2026 **DATE]** ("**Effective Date**") by and between CoreTrust Purchasing Group LLC, a Delaware limited liability company ("**CoreTrust**") and the Party identified in the table below ("**Supplier**") (each a "**Party**" and together the "**Parties**").

This Admin Agreement sets forth certain terms between CoreTrust and Supplier that apply to Supplier's provision of Products & Services to governmental agencies participating in CoreTrust's national cooperative purchasing program ("**Participating Agencies**"). For purposes of this Admin Agreement, any lead agency shall also be a Participating Agency.

Supplier Full Name:	Alliance 2020 Inc.
Supplier Address:	304 Main Ave Ste 101 Renton, WA 98057

Supplier National Account Manager:		**Notice Address(es)* per Section 6(f):**
Name:	Gavin Bray	Debbie Loyning Debbie@alliance2020.com P.O. Box 4248 Renton WA. 98058 **Please identify above any additional addresses to which a simultaneous copy should be sent.*
Title:	Business Development Executive	
Telephone:	425-271-8065 x 1019	
Email:	gavinb@alliance2020.com	

CoreTrust Point of Contact:		**Notice Address(es) per Section 6(f):**
Name:	Brian Esposito	CoreTrust Purchasing Group LLC Attn: Chief Revenue Officer 601 11th Avenue North, 7th Floor Nashville, Tennessee 37203 With a copy to: CoreTrust Purchasing Group LLC Attn: General Counsel 601 11th Avenue North, 7th Floor Nashville, Tennessee 37203
Title:	Director of Contract Strategy, Public Sector	
Telephone:	917-498-9828	
Email:	brian.esposito@coretrustpg.com	

IN WITNESS WHEREOF, CoreTrust and Supplier have signed this Admin Agreement by their duly authorized representatives as of the Effective Date.

CORETRUST PURCHASING GROUP LLC

DocuSigned by:
James Hallock
B8E312074BE546B...

Authorized Signature

James Hallock

Printed Name

SUPPLIER

DocuSigned by:
Debbie Loyning
6911FBC160E34DA...

Authorized Signature

Debbie Loyning

Printed Name

CORETRUST

ATTACHMENT A – TERMS AND CONDITIONS

1. PARTY OBLIGATIONS

a. Mutual. Each Party shall cooperate in good faith to reasonably enable each Participating Agency's procurement of the Products & Services as contemplated hereunder.

b. CoreTrust. In addition to and without limiting Sections 1(a) and 4, CoreTrust shall conduct the following activities pursuant to this Admin Agreement and (as applicable) the Plan:

(i) Supplier Sales Training. CoreTrust shall during the Term develop, as appropriate and subject to Supplier approval (which approval shall not be unreasonably withheld, conditioned, or delayed), various sales training materials, sales tools, and marketing collateral to promote Supplier's Products & Services. In addition to the foregoing, CoreTrust shall (as appropriate) during the Term, and subject to CoreTrust's scheduling requirements: (1) conduct periodic sales trainings with Supplier sales representatives assigned to sell Products & Services; (2) provide such sales representatives with marketing collateral and sales tools to utilize with the Organizations, with particular focus on CoreTrust's procurement process and Organizations' legal ability in any applicable state (as further described in the Attachments) to purchase Products & Services without having to conduct their own bid or solicitation process; and (3) attend at least one Supplier company-wide sales and / or leadership meeting per year.

(ii) General Sales Support. CoreTrust shall, subject to CoreTrust's scheduling requirements, engage in Supplier sales efforts as agreed in writing between the Parties through participating in: (1) individual sales calls; (2) joint sales calls; (3) communications and customer service; (4) discussions and communication with Organizations during the sales process to address questions related to CoreTrust's procurement process, legal authority to purchase through the Cooperative Program, and Cooperative Program design; (5) trainings for Participating Agencies' teams; (6) regular business reviews to monitor Cooperative Program success; and (7) general contract administration.

(iii) Marketing. CoreTrust shall incorporate information about the Products & Services into CoreTrust's website and general collateral materials. CoreTrust and Supplier shall jointly develop and approve marketing materials to promote Products & Services, such as website content, print materials, talking points, press releases, and general correspondence. Subject to CoreTrust's scheduling requirements, CoreTrust shall market the Products & Services to Organizations as part of CoreTrust's ongoing Cooperative Program and other marketing activities, which may consist of: (1) general marketing of all of CoreTrust's master agreements, including Supplier's Products & Services; (2) marketing of Supplier's Products & Services specifically and / or as part of a package of selected master agreements to targeted Organizations; and (3) attending trade shows, conferences, and meetings, among other activities in CoreTrust's reasonable discretion.

c. Supplier. In addition to and without limiting Sections 1(a) and 4, Supplier shall conduct the following activities pursuant to this Admin Agreement and (as applicable) the Plan:

(i) Contract Administrator; Registration. Supplier shall identify a national account manager on the Cover Page and a separate executive corporate sponsor, each of whom is responsible for the overall management of this Admin Agreement, and notify CoreTrust promptly in writing following any change to such designee(s). Supplier is responsible for ensuring that each Organization has completed CoreTrust's registration process as designated by CoreTrust to Supplier prior to processing such Organization's first order.

(ii) Sales Commitment. Supplier shall market the Cooperative Program in the public sector as more thoroughly described in this Admin Agreement and the Plan. Supplier shall make available to interested Organizations such price lists or quotes as may be necessary for such Organizations to evaluate potential purchases of Products & Services, including without limitation publicizing and directly marketing to the Organizations (through print materials, appearances at conferences and promotional events, and other advertising and marketing activities) the benefits of CoreTrust's Cooperative Program and purchasing Products & Services through Supplier. Where Supplier has an existing contractual relationship for Products & Services with a state, Supplier shall notify such state of the Cooperative Program and transition the state to the pricing, terms, and conditions of a CoreTrust master agreement upon the state's request; provided, regardless of whether the state decides to transition to such master agreement, Supplier shall offer such master agreement to all Organizations located within the state.

(iii) Marketing and Training Commitment. Supplier shall, as more thoroughly set forth in the Plan (as applicable): (1) conduct training and education services about the Cooperative Program for the Organizations according to CoreTrust's reasonable scheduling requirements; (2) provide CoreTrust access to and use of Supplier's documents, presentations, and other materials applicable to this Admin Agreement and the services contemplated hereunder to enable CoreTrust to promote its Cooperative Program as contemplated hereunder; and (3) upon CoreTrust's reasonable request, provide information about the Participating Agencies' procurement of Products & Services which CoreTrust may use to improve its procurement processes.

(iv) Plan. Supplier shall work with CoreTrust to develop a Plan within the first ninety (90) days of the Term.

(v) Supplier Content. As requested by CoreTrust, Supplier shall provide Supplier Content for use on CoreTrust websites and for general marketing and publicity purposes as contemplated hereunder. During the Term, Supplier hereby grants to CoreTrust and its affiliates a non-exclusive, worldwide, royalty-free, transferable and sublicensable right and license to reproduce, modify, distribute, publicly perform, publicly display, and use Supplier Content to perform CoreTrust's obligations under this Admin Agreement.

(vi) Performance Review. During the Term, upon CoreTrust's reasonable request, Supplier shall participate in a performance review meeting with CoreTrust to evaluate Supplier's performance hereunder with respect to the marketing of the Program.

2. TERM; TERMINATION

a. Term. The Term of this Admin Agreement is five (5) years.

b. Termination. Supplier's failure to maintain its covenants and commitments contained in this Admin Agreement shall constitute a material breach of this Admin Agreement. If such breach is not cured within thirty (30) days of written notice to Supplier, in addition to any and all remedies available at law or equity, CoreTrust shall have the right to terminate this Admin Agreement, at CoreTrust's sole discretion.

c. Effects of Termination. Upon termination of this Admin Agreement for any reason: (i) Supplier shall continue making Administrative Fee payments to CoreTrust generated by Participating Agencies' purchase of Products & Services to the extent that Supplier continues to generate revenue from each Participating Agency's purchase of such Products & Services; and (ii) each Party shall immediately cease use of the other Party's trademarks, names, and logos.

3. FEES

a. Administrative Fee. Supplier shall pay CoreTrust the Administrative Fee for the preceding calendar month no later than thirty (30) days following the end of such calendar month. The Administrative Fee is payable in U.S. Dollars via wire to the payment account designated in writing by CoreTrust. All Administrative Fees not paid when due shall bear interest at a rate equal to the lesser of one-and-one-half percent (1.5%) per month or the maximum rate permitted by law until paid in full.

b. Reporting. No later than thirty (30) days after the end of each calendar month during the Term, Supplier shall deliver to CoreTrust the Administrative Fee Report. CoreTrust may compare Supplier's Administrative Fee Report with Participating Agencies' records and, if CoreTrust identifies a material discrepancy, CoreTrust shall notify Supplier in writing, and Supplier shall have thirty (30) days thereafter to resolve such discrepancy to CoreTrust's reasonable satisfaction. If such resolution requires payment of additional Administrative Fee amounts, Supplier shall remit payment of such balance to CoreTrust no later than fifteen (15) days thereafter; provided, if Supplier disputes CoreTrust's finding(s) of a discrepancy and / or the underlying Participating Agency documentation, the Parties shall engage an independent auditor to evaluate such discrepancy, and the cost of such independent audit shall be borne by Supplier. Additionally, in an effort to provide Participating Agencies transparency, Supplier will work with CoreTrust in providing transactional reporting via SFTP process or API connection ("**Agency Report**"). The Agency Report will capture itemized spend information, to the extent possible, identified by a Participating Agency, and will occur at a cadence set by CoreTrust, not to exceed monthly.

c. Audit. CoreTrust, whether directly or through an independent auditor or accounting firm, shall have the right to perform audits of Supplier's records related to its performance under this Admin Agreement, including inspection of books, records, and computer data relevant to Supplier's provision of Products & Services to Participating Agencies, to ensure that pricing, inventory, quality, process, and business controls are maintained; provided, such inspections and audits shall be conducted upon reasonable notice to Supplier and so as not to unreasonably interfere with Supplier's business or operations.

4. REPRESENTATIONS & WARRANTIES

a. Mutual. Each Party hereby represents, warrants, and covenants that it does as of the Effective Date and shall during the Term comply with all applicable federal, state, and local laws, rules, regulations, and ordinances.

b. By Supplier. Supplier hereby represents and warrants that: (i) this Admin Agreement has received all necessary corporate authorizations and support of Supplier's executive management; (ii) it shall promote and market CoreTrust's Cooperative Program to Organizations; (iii) its sales force shall be trained, engaged, and committed to offering a master agreement to Organizations through CoreTrust in the geographies agreed between the Parties; (iv) all sales under such master agreement shall be accurately and timely reported to CoreTrust; (v) its sales force shall be compensated, including sales incentives, for sales to Participating Agencies under the master agreement in a consistent or better manner compared to sales to Organizations if Supplier were not awarded such master agreement; (vi) it is the owner of or otherwise has the unrestricted right to grant the rights in and to Supplier Content as contemplated hereunder; and (vii) Supplier Content and any other materials or services provided to CoreTrust as contemplated hereunder shall not infringe, misappropriate, or otherwise violate the intellectual property or proprietary rights of any third party.

5. INDEMNIFICATION; LIMITATION OF LIABILITY

a. Indemnification. Supplier shall indemnify, defend, and hold harmless each Participating Agency and CoreTrust, and their respective administrators, directors, officers, members, managers, employees, and agents ("**Indemnified Parties**") from and against all losses, damages, and expenses (including reasonable attorneys' fees) ("**Losses**") arising from all claims, proceedings, and / or demands ("**Claims**") resulting from Supplier's breach of its representations, warranties, and / or covenants under this Admin Agreement, and / or the actions of Supplier and its employees or subcontractors in the performance of Supplier's obligations under this Admin Agreement.

b. Disclaimer. With respect to any purchases by any Participating Agency, CoreTrust shall not be: (i) construed as a dealer, re-marketer, representative, partner, or agent of any type of Supplier or any Participating Agency; (ii) obligated by, liable for, or in any way responsible for the Products & Services or any order of Products & Services made by any Participating Agency or any employee thereof or for any payment required to be made with respect to such order for Products & Services; and / or (iii) obligated by, liable for, or in any way responsible for any failure by any Participating Agency to comply with procedures or requirements of applicable law or to obtain the due authorization and approval necessary to purchase Products & Services. CoreTrust makes no representation or guaranty with respect to any minimum purchases by any Participating Agency, whether individually or collectively, or any employee thereof under this Admin Agreement. CORETRUST EXPRESSLY DISCLAIMS ALL EXPRESS AND IMPLIED REPRESENTATIONS AND WARRANTIES REGARDING CORETRUST'S PERFORMANCE AS A CONTRACT ADMINISTRATOR. CORETRUST SHALL NOT BE LIABLE IN ANY WAY FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, OR RELIANCE DAMAGES, EVEN

IF CORETRUST IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. The terms of this Section 5 shall survive the termination of this Admin Agreement.

6. MISCELLANEOUS

a. General. This Admin Agreement constitutes the entire agreement of the Parties with respect to the subject matter hereof, and supersedes all prior agreements, arrangements, representations, and understandings relating to the same (written or oral). All Attachments hereto are hereby incorporated and made a part of Admin Agreement. Any conflict among the terms and conditions of any document associated herewith shall be resolved in the following order of precedence: (i) any Attachment; (ii) these Terms and Conditions; and (iii) any other such associated document. This Admin Agreement may be amended, modified, or supplemented only by a written document expressly indicating such intent of the Parties that is executed and delivered by an authorized representative of each Party. No failure or delay by a Party in exercising any right, power, or privilege hereunder shall operate as a waiver, nor shall any single or partial exercise thereof preclude any further exercise of any right, power, or privilege. If a court of competent jurisdiction finds any provision of this Admin Agreement unenforceable or invalid, then such provision shall be ineffective to the extent of the court's ruling, and all remaining portions of the Admin Agreement remain in full force and effect. This Admin Agreement may be executed in two or more counterparts, and manually-executed counterparts may be delivered in electronic form, each of which is deemed an original, and all of which together constitute one and the same instrument. Paragraph headings contained herein are for reference only and are not substantive parts of this Admin Agreement. The use of the singular or plural shall include the other form. As used in this Admin Agreement, all references to "include" or "including" mean inclusive by way of example, and not restrictive by way of limitation, and all references to "day(s)" mean calendar days unless otherwise indicated. This Admin Agreement shall not be construed as prepared by one Party, but rather as if the Parties jointly prepared the same.

b. Relationship. Nothing contained in this Admin Agreement creates any agency, partnership, or other joint enterprise between the Parties. The Parties shall at all times be independent contractors. Neither Party has authority to contract for or bind the other in any manner whatsoever except as expressly set forth in this Admin Agreement. This Admin Agreement is made solely for the benefit of the Parties, and no other persons shall acquire or have any right under or by virtue of this Admin Agreement. Except as otherwise provided herein, all representations, warranties, covenants, and agreements of the Parties shall remain in full force and effect regardless of any termination of this Admin Agreement, in whole or in part.

c. Assignment. Supplier shall not assign this Admin Agreement nor its rights or obligations hereunder without CoreTrust's advance written consent. CoreTrust may in its sole discretion assign this Admin Agreement and / or its rights or obligations hereunder, if to a legal entity that has the authority and capacity to perform CoreTrust's obligations under this Admin Agreement. Any assignment in violation of this Section shall be null and void. This Admin Agreement shall bind upon and inure to the benefit of the Parties, their successors, and permitted assigns.

d. Governing Law. This Admin Agreement shall be governed by and construed in accordance with the laws of the State of Tennessee and the United States of America, without regard to their respective conflict of laws principles. SUPPLIER AND CORETRUST EACH EXPRESSLY SUBMIT AND CONSENT TO THE JURISDICTION OF ANY TENNESSEE STATE COURT SITTING IN NASHVILLE, TENNESSEE OR THE UNITED STATES DISTRICT COURT FOR THE MIDDLE DISTRICT OF TENNESSEE WITH RESPECT TO ANY LEGAL PROCEEDING ARISING OUT OF, OR RELATING TO, THIS ADMIN AGREEMENT. EACH PARTY EXPRESSLY WAIVES ANY OBJECTION THAT IT MAY HAVE BASED UPON LACK OF PERSONAL JURISDICTION, IMPROPER VENUE, OR *FORUM NON CONVENIENS*.

e. Force Majeure. The Parties' obligations hereunder shall be temporarily suspended during any period a Party is unable to carry out its obligations under this Admin Agreement by reason of a Force Majeure Event. Neither Party shall have any liability to the other Party for a delay in performance nor failure to perform to the extent this Admin Agreement is so temporarily suspended; provided: (i) nothing contained herein shall apply to payment obligations with respect to obligations which have already been performed under this Admin Agreement; and (ii) the affected Party: (1) promptly notifies the other Party of such Force Majeure Event and the reasonably expected duration thereof; (2) exercises commercially reasonable efforts to promptly remedy, remove, or mitigate the effects of such Force Majeure Event to the extent reasonably possible; and (3) promptly resumes performance of any suspended obligation upon cessation of such Force Majeure Event.

f. Notices. Each Party shall deliver all notices hereunder to the respective address provided on the Cover Page (as a Party may update pursuant to this Section 6(f)), by: (i) personal h, effective on delivery; (ii) certified mail, return receipt requested and postage prepaid, effective three (3) days following deposit with the U.S. Postal Service; or (iii) nationally recognized overnight courier service, effective the next business day following deposit therewith. The Parties may exchange correspondence via email concerning ordinary business matters hereunder; provided, formal notices due under this Admin Agreement are not effective unless sent pursuant to this Section 6(f).

g. Publicity. A Party may issue press releases or other public announcements with respect to this Admin Agreement only with the prior written consent of the other Party's authorized representative. CoreTrust may use Supplier's trademarks, names, and logos as provided by Supplier to CoreTrust. CoreTrust authorizes Supplier to use CoreTrust's trademarks, names, and logos solely as provided by CoreTrust to Supplier and for the purposes of this Admin Agreement. Each Party's use of the other Party's trademarks, names, and logos shall be limited to standard communication, including correspondence, newsletters, and website material, and joint marketing efforts, including, but not limited to, utilizing the same on correspondence, collateral, agreements, websites, newsletters, or other marketing materials promoting the Products & Services pursuant to this Admin Agreement. Notwithstanding the foregoing, the Parties understand and agree that except as provided herein, no Party shall have any right, title, or interest in the other Party's trademarks, names, and/or logos.

7. DEFINITIONS

(a) "**Administrative Fee**" means an amount equal to three percent (3%) of the total sales price of all Products & Services purchased by the Participating Agencies and billed by Supplier (excluding taxes).

(b) "**Administrative Fee Report**" means an electronic report summarizing all sales made under the Cooperative Program during the preceding calendar month, in the form attached hereto as Schedule 1.

(c) "**Attachment**" means the appendices attached hereto and made a part of this Admin Agreement.

(d) "**Force Majeure Event**" means an occurrence negatively affecting a Party's performance hereunder and which is beyond a Party's reasonable control, including an act of God or public enemy, act of terrorism, pandemic or epidemic, fire, flood, civil commotion, or closing of the public highways.

(e) "**Cooperative Program**" means CoreTrust's group purchasing organization operations, including without limitation its arrangements with certain vendors, strategic service partners, and other group purchasing entities.

(f) "**Organization(s)**" means (collectively) state, county, city, special district, and / or local government entities, school districts, private and public educational institutions, political subdivisions, state / regional / territorial agencies, state / regional / territorial governments, and other governmental agencies and nonprofit organizations.

(g) "**Plan**" means the sales and marketing plan through which the Parties shall advertise the Cooperative Program and benefits associated therewith to the Organizations, which plan shall include without limitation details concerning: (i) issuing co-branded press releases; (ii) publishing Cooperative Program details and contact information on both CoreTrust and Supplier websites; (iii) scheduling and holding training on any master purchasing agreement for the sales teams of both CoreTrust and Supplier; (iv) jointly participating in national and regional conferences; (v) jointly attending national and regional Participating Agency networking events; and (vi) designing, publishing, and distributing co-branded marketing materials; (vii) engaging in ongoing marketing and promotion of the Cooperative Program for the entire Term (*e.g.*, developing and presenting case studies, collateral pieces, and presentations).

(h) "**Products & Services**" means those products and services provided or otherwise made available by Supplier under this Admin Agreement.

(i) "**Supplier Content**" means graphics, media, and other content Supplier provides or otherwise makes available to CoreTrust hereunder.

CORETRUST

SCHEDULE 1 TO ATTACHMENT A - FORM OF ADMINISTRATIVE FEE REPORT

	File Type:	**ADMIN**	**Lead Agency ID:**	
	Supplier Name:		**Related Check/Wire #:**	
	Contract Number:		**Check/Wire Amount:**	
	Month:		**Total Fees for this Month for this contract:**	
	Year:			
	NOTE: For a complete list of Participating Agency ID's please check the CoreTrust Participating Agency Roster that is emailed to you by the CoreTrust. Every Participating Agency must have an ID listed with it. Please contact Customer Service at gethelp@coretrustpg.com if you need assistance.			
	DO NOT DELETE THIS ROW OR MARK IN CELL "A10" OR THE SYSTEM WILL NOT ACCEPT THE FILE.			
	Participating Agency ID (Provided by CoreTrust)	**Participating Agency Name**	**Monthly Net Sales**	**Monthly Admin Fees**

**All amounts to be stated in U.S. Dollars.*

Docusign Envelope ID: E7BFD950-64EA-821D-8095-76AD824ED817

Section L – Form of Master Intergovernmental Cooperative Purchasing Agreement

[Attachment to Follow]

Docusign Envelope ID: E7BFD950-64EA-821D-8095-76AD824ED817

MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT

THIS MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT (this "**Agreement**") is entered into by and between those certain government agencies that execute a Lead Public Agency Certificate ("**Lead Agency(ies)**") with CoreTrust Purchasing Group LLC ("**CoreTrust**") to be appended and made a part hereof, and other government agencies (collectively, with Lead Agency, a "**Program Participant**") who participate in the cooperative purchasing programs administered by CoreTrust and / or its affiliates and subsidiaries (collectively, "**Program**") in the manner designated by Lead Agency and/or CoreTrust.

RECITALS

WHEREAS, after a competitive solicitation and selection process conducted by Lead Agencies, Lead Agencies enter into master agreements ("**Master Agreements**") with awarded suppliers to provide a variety of goods, products, and services ("**Products & Services**") to the applicable Lead Agency and Program Participants;

WHEREAS, Master Agreements are made available to Program Participants by Lead Agencies through the Program and provide that Program Participants may voluntarily purchase Products & Services on the same terms, conditions, and pricing as Lead Agency, subject to any applicable federal and / or local purchasing ordinances and the laws of the state of purchase;

WHEREAS, the parties hereto desire to comply with the requirements of any intergovernmental cooperative act, if applicable, to the laws of the state of purchase; and

WHEREAS, in addition to Master Agreements, the Program may from time-to-time offer Program Participants the opportunity to acquire Products & Services through other group purchasing agreements.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants contained herein and of the mutual benefits to result, the parties hereto agree as follows:

1. COOPERATION. Each party shall facilitate the cooperative procurement of Products & Services.

2. COMPLIANCE WITH LAWS. The procurement of Products & Services by the Program Participant shall be conducted in accordance with and subject to the relevant federal, state, and local statutes, ordinances, rules, and regulations that govern Program Participant's procurement practices.

3. COMPLIANCE WITH CONTRACTUAL REQUIREMENTS. The cooperative use of Master Agreements and other group purchasing agreements shall be conducted in accordance with the terms and conditions of such agreements, except as modification of those terms and conditions is otherwise allowed or required by applicable federal, state, or local law.

4. INFORMATION SHARING. The Lead Agencies shall make available, upon reasonable request, information about Master Agreements which may assist in facilitating and improving the procurement of Products & Services by the Program Participant.

5. AGREEMENT ACCESS. Program Participant agrees that the Program may provide access to group purchasing organization ("**Cooperative**") agreements directly or indirectly by enrolling Program Participant in another Cooperative's purchasing program; provided, the purchase of Products & Services shall be at Program Participant's sole discretion.

6. PAYMENT. Program Participant shall make timely payments to the distributor, manufacturer, or other vendor (each a "**Supplier**") for Products & Services procured and received through any Master Agreement (each a "**CoreTrust Agreement**") in accordance with the terms and conditions of the Master Agreement.

7. ADMINISTRATIVE FEE. Program Participant acknowledges and agrees that CoreTrust may receive fees ("**Administrative Fees**") from Suppliers, which are typically calculated as a percentage of the dollar value of purchases made by a Program Participant under a CoreTrust Agreement.

8. RESTRICTIONS. Program Participant agrees that Products & Services purchased under any Master Agreements are for Program Participant's own use in the conduct of its business, and in no event shall Program Participant sell, resell, lease, or otherwise transfer goods purchased through CoreTrust Agreements to an unrelated third party unless expressly permitted by the terms of the applicable CoreTrust Agreement.

9. REMEDY; DISPUTE. Payment for Products & Services and inspections and acceptance of Products & Services ordered by Program Participant shall be the exclusive obligation of Program Participant. Disputes between Program Participant and any Supplier shall be resolved in accordance with the law and venue rules of the state of purchase unless otherwise agreed

Docusign Envelope ID: E7BFD950-64EA-821D-8095-76AD824ED817

to by Program Participant and Supplier. The exercise of any rights or remedies by Program Participant shall be the exclusive obligation of Program Participant.

10. NON-CIRCUMVENTION. Program Participant shall not use this Agreement or the terms and conditions of any CoreTrust Agreement as a method for obtaining additional concessions or reduced prices for similar products or services.

11. DISCLAIMER. Program Participant shall be responsible for the ordering of Products & Services under this Agreement. A non-procuring party shall not be liable in any fashion for any violation by a party procuring Products & Services under this Agreement. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, CORETRUST MAKES NO REPRESENTATIONS OR WARRANTIES REGARDING ANY PRODUCTS & SERVICES OR CORETRUST AGREEMENT AND SHALL HAVE NO LIABILITY FOR ANY ACT OR OMISSION BY SUPPLIER OR OTHER PARTY UNDER A CORETRUST AGREEMENT.

12. TERMINATION. This Agreement shall remain in effect unless terminated by one party giving thirty (30) days' written notice to the other party. The provisions of Sections 5, 6, 7, 8, and 9 hereof shall survive any such termination.

13. SEVERABILITY. If any term or provision of this Agreement is held invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

14. ASSIGNMENT. This Agreement and the rights and obligations hereunder are not assignable by either party hereto without the prior written consent of the other party (which consent shall not be unreasonably withheld, conditioned, or delayed); provided, Program Participant and CoreTrust may assign their respective rights and obligations under this Agreement without the consent of the other party in the event either Program Participant or CoreTrust shall hereafter effect a corporate reorganization, consolidation, merger, merge into, sell to, or transfer all or substantially all of its properties or assets to another entity. Subject to the preceding sentence, this Agreement shall be binding upon, inure to the benefit of, and be enforceable by the parties and their respective successors and assigns. Any instrument purporting to make an assignment in violation of this Section 14 shall be null and void.

15. ENTIRE AGREEMENT. This Agreement, together with any other documents incorporated herein by reference, constitutes the sole and entire agreement of the parties to this Agreement with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter.

16. LIABILITY. To the extent not prohibited by law, Program Participant shall indemnify, defend, and hold harmless CoreTrust and its directors, officers, members, managers, employees, and agents ("**Indemnified Parties**") from and against all losses, damages, and expenses (including reasonable attorneys' fees) ("**Losses**") arising from all third-party claims, proceedings, and / or demands ("**Claims**") resulting from the activities of Supplier and its employees or subcontractors in connection with the Program. CORETRUST SHALL NOT BE LIABLE IN ANY WAY FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, OR RELIANCE DAMAGES, EVEN IF CORETRUST IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FURTHER, THE PARTIES ACKNOWLEDGE AND AGREE CORETRUST SHALL NOT BE LIABLE FOR ANY ACTION, OR FAILURE TO TAKE ACTION, OF SUPPLIER IN CONNECTION WITH THE PERFORMANCE OF SUPPLIER'S OBLIGATIONS UNDER A CORETRUST AGREEMENT.

17. ACKNOWLEDGMENT. Each party to this Agreement acknowledges it has read the Agreement and represents and warrants that it has the necessary legal authority and is legally authorized to execute and enter into this Agreement.

18. COMMENCEMENT. This Agreement shall take effect upon: (i) executing a Lead Public Agency Certificate; or (ii) the Program Participant registering on any Program website or other formal written means, as applicable.

Docusign Envelope ID: E7BFD950-64EA-821D-8095-76AD824ED817

SECTION M – LEAD PUBLIC AGENCY CERTIFICATE

[Attachment to Follow]

Docusign Envelope ID: E7BFD950-64EA-821D-8095-76AD824ED817

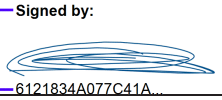
LEAD PUBLIC AGENCY CERTIFICATE

In its capacity as a Lead Agency for the CoreTrust Program, the city of Houston, TX has read and agrees to the general terms and conditions set forth in the Master Intergovernmental Cooperative Purchasing Agreement ("**MICPA**") regulating the use of the Master Agreements and purchase of Products & Services that from time to time are made available by Lead Agency to Program Participants nationwide through CoreTrust. Copies of Master Agreements and any amendments thereto made available by Lead Agency shall be provided to Suppliers and CoreTrust to facilitate use by Program Participants.

I understand that the purchase of one or more Products & Services under the provisions of the MICPA is at the sole and complete discretion of the Program Participant.

LEAD AGENCY

Signed by:



6121834A077C41A...

Authorized Signature

Jedediah Greenfield

Printed Name

Chief Procurement Officer

Title

Docusign Envelope ID: E7BFD950-64EA-821D-8095-76AD824ED817

SECTION N – TECHNICAL PROPOSAL

ATTACHED AS A SEPARATE FILE

Docusign Envelope ID: E7BFD950-64EA-821D-8095-76AD824ED817

May 1, 2025

Torey Henderson, Procurement Specialist
City of Houston
Strategic Procurement Division
611 Walker St, 5th Floor
Houston, TX 77002

Dear Torey,

Alliance 2020, Inc. is pleased to submit our proposal in response to RFP #2025-0009 for Background Check and Identity Verification Services. With over 38 years of experience delivering secure, compliant, and efficient background screening solutions, we are confident in our ability to meet the City's operational, legal, and technical requirements.

Our firm serves over 1,000 clients across the United States, including dozens of public sector entities. We understand the high standards required for positions that involve access to sensitive information or public trust. Our secure, web-based platform integrates seamlessly with systems like NEOGOV and supports 24/7 access, real-time status tracking, and automated notifications. Most reports are completed within 24–72 hours, ensuring timely decision-making while maintaining strict data integrity. All information is encrypted at rest and in transit using AES-256 and TLS 1.2 protocols, and our systems are backed by PCI-DSS, Experian, and SOC2-certified infrastructure.

Our dedicated implementation team will ensure a smooth and customized onboarding process for the City of Houston. This includes initial system configuration, user training, and optional integrations with your existing HR infrastructure. Once live, your assigned account executive will serve as your primary point of contact, supported by compliance, verification, and customer service professionals. We also provide on-demand training, FCRA-certified staff, and policy consultation to support the City's long-term program success.

Alliance 2020 offers a client-focused approach grounded in reliability, transparency, and accountability. We take pride in delivering measurable results, proactive support, and a secure screening process tailored to each client's needs. We appreciate the opportunity to be considered and welcome the chance to support the City of Houston with its background screening objectives.

Sincerely,

Debbie Loyning
Chief Operating Officer
Alliance 2020, Inc.

Docusign Envelope ID: E7BFD950-64EA-821D-8095-76AD824ED817

Tab 2 – Executive Summary

The executive summary should include a brief overview of the proposed plan to achieve the City's objective, the overall strategy for implementing the plan, and the key personnel who will be responsible for seeing the project through completion.

Response:

Tab 2.1 – Overview of Proposed Plan

Alliance 2020 brings a structured, client-centered approach to delivering background check and identity verification services for the City of Houston. Backed by over 38 years of industry experience and a portfolio of over 1,000 public and private sector clients, our methodology emphasizes compliance, accuracy, and efficiency from the outset.

Implementation begins immediately upon contract execution with a kickoff meeting to align on the City's internal policies, screening needs, system integrations and invoicing preferences. This initial collaboration ensures a solution tailored to the City's operational structure and compliance requirements.

Within 1 - 2 weeks, Alliance 2020 will configure the City's account, initiate platform training for designated users, and complete any required onsite inspections. Training includes system navigation, user permissions, and interpreting reports. Final acceptance testing confirms all systems and workflows are functioning as expected before moving into full-scale implementation.

Once the system is live, background check ordering begins, and the first reports are delivered. An initial review meeting will be held to walk through report results, address any questions, and validate alignment with City expectations. One month after launch, we will conduct a formal review of billing and service delivery to identify opportunities for refinement and ensure long-term success.

The City will work directly with a dedicated account executive supported by an experienced cross-trained team of experts, including operations, compliance, and technical specialists. Our secure, cloud-based platform is built to scale effortlessly, providing the flexibility to accommodate future growth without disruption.

This comprehensive, phased approach ensures a smooth onboarding experience, long-term performance, and an enduring partnership rooted in reliability, service quality, and ongoing support.

Tab 2.2 – Strategy for Implementation

Alliance 2020 believes in a careful and thorough approach when creating new client partnerships. We believe in client-first partnerships and that we are in business to meet your goals and put you first. To that end, our project implementations begin with a meeting to understand your specific needs and internal policies. We also outline legal requirements and industry best practices to put together a project plan that will make your background screening program a success.

Docusign Envelope ID: E7BFD950-64EA-821D-8095-76AD824ED817

Alliance 2020's implementation process for the City of Houston follows a structured, four-stage approach designed to ensure a smooth transition, effective onboarding, and long-term program success.



The process begins immediately upon contract award with execution by both parties, followed by a kickoff meeting between Alliance 2020 and the City. During this meeting, key setup components are discussed, including screening policies and procedures, user roles and permissions, product selection, billing and invoicing preferences, and options for integration with systems such as your ATS or Single Sign-On (SSO). A schedule for training and implementation will also be established at this time.

Within the first one to two weeks following contract execution, Alliance 2020 will configure the City's account according to the requirements discussed during the kickoff. If an integration with your ATS is approved, a formal request will be submitted to initiate the process. During this period, user training will be provided, including a walkthrough of the platform, system navigation, managing user access, and general system functionality. An onsite inspection, if required, will also be completed. After setup is finalized, acceptance testing will be performed to ensure that all systems are fully functional and ready for use.

Once setup and testing are complete, full implementation begins. The City may initiate background check orders, and Alliance 2020 will begin delivering the first batch of reports. An initial review meeting will be scheduled with City personnel to walk through the completed reports, address any questions regarding report interpretation, and confirm that all aspects of the program are operating as intended.

Approximately one month after implementation, Alliance 2020 will conduct a project review with the City. This includes an evaluation of the first billing cycle to confirm accurate invoicing and financial reporting. A follow-up meeting will be held to review the partnership's progress, gather feedback, and identify opportunities to optimize system performance and service delivery.

This implementation process is designed to ensure thorough planning, effective training, seamless integration, and ongoing support tailored to the City of Houston's needs.

Tab 2.3 – Key Personnel

Our team brings a collaborative blend of expertise and experience that aligns precisely with the background check and identity verification services outlined in the City of Houston's RFP. Our senior leadership team has an average industry tenure of 30 years, reflecting deep operational knowledge and long-term stability. Alliance 2020 employs a single point-of-contact model, meaning the City will work directly with one dedicated project manager who is fully knowledgeable about this contract. That individual will coordinate with internal support staff as needed, ensuring streamlined communication and prompt resolution of any issues. This structure ensures consistent availability and responsiveness throughout the duration of the contract.

Docusign Envelope ID: E7BFD950-64EA-821D-8095-76AD824ED817

Bradley J. Faulkes, CEO / Co-Founder

Brad Faulkes is the CEO and Co-Founder of Alliance 2020, bringing over 35 years of expertise in the background screening industry. As an entrepreneurial leader, Brad has successfully expanded Alliance 2020 across multiple sectors. He plays a crucial role in the sales and marketing divisions, providing valuable insights and guidance to the team. Together with his wife Kathy, Brad ensures that Alliance 2020 stays at the cutting edge of technology, develops innovative products, and maintains its reputation of providing exceptional customer service. Brad along with Kathy are founding members of the National Consumer Reporting Association (NCRA). With a degree in accounting from Western Washington University, Brad spent a decade as an auditor for the State of Washington before founding Alliance 2020.

Debbie Loyning, COO

Debbie Loyning serves as the Chief Operating Officer of Alliance 2020 and has been involved in the background screening industry since 1990. Her career began with TransUnion, at an affiliate credit bureau in Helena, MT. In 1995, Debbie and her family relocated to Washington State, where she worked for Factual Data in the mortgage credit reporting sector. She joined Alliance 2020 in 1999 as the Operations Manager, and over the past 25 years, she has become a dynamic leader, highly respected in the industry.

Debbie has a wealth of experience in the credit industry and over two decades in employment and tenant screening. Her exceptional management skills have been crucial to the company's growth, attributed to her deep knowledge of products and services and her ability to recruit and retain top talent. Debbie works closely with the CEO and President, overseeing all aspects of the company.

An active member of the Professional Background Screening Association (PBSA), Debbie also serves on the Board of Directors for the National Consumer Reporting Association (NCRA). She volunteers on multiple committees for both PBSA and NCRA, and her role as Past President of NCRA underscores her commitment and reputation in the background screening industry. She is currently a director of NCRA and plays an integral role working with regulatory entities within the background screening industry.

Gavin Bray, Business Development Executive – Your Dedicated Account Manager

Gavin Bray is a Business Development Executive at Alliance 2020, with over a decade of experience in his role. He thrives on engaging with clients daily, assisting them in implementing or revamping their pre-employment background screening programs. Gavin has extensive experience in all aspects of account management and customer service and is highly regarded for his expertise.

Since 2013, Gavin has been an active member of the Lake Washington Human Resource Association (LWHRA) and currently serves on the LWHRA Executive Board as a Director at Large, where he also chairs the Partnerships Committee. His deep knowledge of best practices and innovative solutions allows him to help clients develop, deploy, and manage successful screening programs.

Docusign Envelope ID: E7BFD950-64EA-821D-8095-76AD824ED817

Kim Shaw, Research Analyst Department Supervisor

Kim Shaw brings over 18 years of extensive experience in the background screening industry to her role as the Research Analyst Department Supervisor. She is responsible for the daily supervision of a dedicated team of eight research analysts, ensuring the highest standards of quality and accuracy. She has a customer-first attitude and is FCRA certified.

Kim's role also encompasses product management and development, where she leverages her deep industry knowledge to innovate and enhance our services. She stays ahead of the curve by diligently keeping up with the latest court regulations, ensuring compliance and up-to-date practices. Additionally, Kim maintains strong relationships with vendors, fostering collaboration and efficiency.

Bryan Faulkes, Verifications Specialist Supervisor

Bryan Faulkes is a seasoned professional with over a decade of experience at Alliance 2020. As the Verifications Specialist Supervisor, Bryan leads with a collaborative approach, fostering a team environment that emphasizes efficiency, compliance, and exceptional customer support.

Bryan oversees the daily operations of the verification department, ensuring that all processes are streamlined and meet the highest standards of accuracy and reliability. His leadership ensures that the team consistently delivers outstanding service, meeting the diverse needs of Alliance 2020's clients.

Joan Archie, Compliance Manager

As Compliance Manager, Joan Archie is responsible for overseeing daily compliance operations, including customer and client vetting, compliance audits, and consumer disputes. With a strong commitment to regulatory adherence, Joan ensures that Alliance 2020 operates within industry best practices and legal guidelines.

With nearly a decade of experience in the background screening industry, Joan possesses in-depth knowledge of local, state, and federal regulations, including the Fair Credit Reporting Act (FCRA) and other key consumer reporting laws. She is an active member of the Professional Background Screening Association (PBSA) and holds Advanced FCRA certifications, solidifying her expertise in the ever-evolving regulatory landscape.

Joan’s dedication to compliance and her deep understanding of industry regulations play an important role in maintaining Alliance 2020’s reputation as a trusted background screening provider.

Gio Guerra, Admin Specialist

Gio has been with Alliance 2020 since 2017 and has made many valuable contributions to our success. He handles a wide range of responsibilities, including client technical support, product development, and supporting our cutting-edge background screening applications. With a passion for helping others, Gio excels at supporting both coworkers and clients with his diverse skill set and positive attitude.

Beyond his technical expertise, Gio is a skilled writer who manages all company RFP processes and plays a key role in maintaining our PBSA accreditation, ensuring we meet industry standards. He actively participates in several NCRA committees and regularly attends PBSA webinars, staying at the forefront of industry best practices.

Docusign Envelope ID: E7BFD950-64EA-821D-8095-76AD824ED817

Tab 3 – General Company Information

Provide the name of Proposer's company (including the name of any parent company), business address, e-mail address, Federal Tax ID number, and telephone number.

Response:

Alliance 2020, Inc. is a leading provider of comprehensive background screening and drug testing services, committed to delivering accurate, timely, and compliant results. With a strong reputation built over years of industry expertise, we support clients across a wide range of industries with tailored solutions and dedicated customer service. Below is our general company information:

Company Name: Alliance 2020, Inc.
Parent Company: N/A
Business Address: 304 Main Ave S, Suite 101, Renton, WA 98057
Email Address: info@alliance2020.com
Federal Tax ID Number: 91-1374989
Telephone Number: 425-271-8065

Docusign Envelope ID: E7BFD950-64EA-821D-8095-76AD824ED817

Tab 4 – Qualifications and Specialized Experience of the Firm

Overview of current and prior experience in work comparable to the scope of services required in this RFP. Include years of experience providing these services for similar entities of comparable size and complexity.

Response:

Alliance 2020, founded in 1987 by Kathy and Bradley J. Faulkes, has been a leading provider of criminal background check services for over 38 years. Initially focused on tenant screening, the company has since expanded to include employment screening offering a comprehensive suite of services including criminal background checks, drug testing, identity verification, and more. We specialize in conducting thorough screenings that align with regulatory requirements, industry best practices, and our clients' specific hiring needs. Today, we serve a diverse range of clients across both public and private sectors nationwide.

Alliance 2020 is well known across the Pacific Northwest and the U.S. We have grown both organically and through acquisitions. We are a full-service background screening company that services counties, cities, healthcare, manufacturing, and many other types of businesses. We have over 1000 clients who utilize our services for background screening.

[The remainder of this page is intentionally left blank.]

Docusign Envelope ID: E7BFD950-64EA-821D-8095-76AD824ED817

Alliance 2020 partial client list:

- Alderwood Water District (WA)
- Black Diamond Police Department (WA)
- Chelan-Douglas Health District (WA)
- City of Auburn (WA)
- City of Bainbridge Island (WA)
- City of Batavia (IL)
- City of Bellingham (WA)
- City of Bothell (WA)
- City of Burien (WA)
- City of Duvall (WA)
- City of Henderson (NV)
- City of Issaquah (WA)
- City of Kirkland (WA)
- City of Midlothian (TX)
- City of Newcastle (WA)
- City of Port Townsend (WA)
- City of Renton (WA)
- City of Sammamish (WA)
- City of Sequim (WA)
- City of Sumner (WA)
- Fall City Water District (WA)
- Guilford County (NC)
- Jefferson County Rural Library District (WA)
- King Conservation District (WA)
- King County Housing Authority (WA)
- King County Wastewater Treatment (WA)
- Lakehaven Water & Sewer District (WA)
- Lakeview Light and Power (WA)
- Lakewood Water District (WA)
- Normandy Park Police and City (WA)
- Ohio Turnpike and Infrastructure Commission (OH)
- Olympic View Water District (WA)
- Pacific Police Department (WA)
- Parkland Light and Water (WA)
- Pierce County (WA)
- Port of Bremerton (WA)
- Port of Skagit County (WA)
- Port Orchard Police Department (WA)
- Sammamish Plateau Water District (WA)
- Soos Creek Water & Sewer District (WA)
- Sound Transit (WA)
- State of Wyoming Fish and Game Department (WY)
- Tacoma Housing Authority (WA)
- Washington State Department of Ecology (WA)
- Washington State Office of Independent Investigations (WA)
- Washington State Office of Insurance Commissioner (WA)
- Webster Groves Police Department (MO)
- West Valley Water District (CA)
- Woodinville Water District (WA)

Our experience aligns directly with the City's requirements, as we currently provide background checks and identity verification for a wide range of public sector clients. We have the expertise and infrastructure to efficiently conduct pre-employment screenings for candidates, employees, or other persons that would gain access to sensitive government information.

As one of the first consumer reporting agencies accredited by the Professional Background Screening Association (PBSA) and a founding member of both the PBSA and the National Consumer Reporting Association (NCRA), Alliance 2020 adheres to the highest industry standards for compliance, accuracy, and consumer protection. We continuously monitor federal, state, and local laws, including the Fair Credit Reporting Act (FCRA), Equal Employment Opportunity Commission (EEOC) guidelines, and healthcare exclusion screening mandates, to ensure that our clients remain informed and in full compliance.

Alliance 2020 leverages state-of-the-art technology to streamline the background screening process. Our secure online platform allows for seamless ordering, real-time status tracking, and integration with applicant tracking systems (ATS) and human resource information systems (HRIS), ensuring a smooth workflow for City personnel.

Docusign Envelope ID: E7BFD950-64EA-821D-8095-76AD824ED817

Alliance 2020 is large enough to provide industry-leading services yet small enough to offer personalized customer care. Our clients appreciate the responsiveness and attention to detail that make them feel like they are our top priority. We prioritize:

- Fast Turnaround Times – Delivering timely reports while maintaining accuracy
- Transparent Communication – Keeping clients informed throughout the process
- Customizable Solutions – Adapting services to meet specific client requirements
- Secure & Confidential Data Handling – Adhering to stringent security protocols

With our extensive experience in background screenings and a personalized approach to client support, Alliance 2020 is uniquely positioned to serve as the City's trusted screening partner. Our industry expertise, commitment to compliance, and client-focused approach ensure the delivery of accurate, timely, and legally compliant reports.

Docusign Envelope ID: E7BFD950-64EA-821D-8095-76AD824ED817

Bradley J. Faulkes

Chief Executive Officer, Alliance 2020, Inc.

Renton, WA
(425) 264-1020
brad@alliance2020.com

Professional Summary: Experienced executive with over 35 years of leadership in operations and background screening, specializing in driving growth, innovation, and exceptional customer service. Skilled in overseeing sales, marketing, and product development while ensuring the integration of cutting-edge technology and maintaining high standards of compliance. With a background in accounting and a decade of auditing experience, brings a unique combination of financial expertise and strategic vision to deliver operational excellence and industry leadership.

PROFESSIONAL EXPERIENCE

ALLIANCE 2020, INC. 1987-Present
Chief Executive Officer

- Lead operational strategy, driving company growth in background screening, credit reporting, and drug testing services.
- Foster relationships with clients and industry partners, ensuring regulatory compliance and operational excellence.
- Provide financial oversight, leveraging expertise in accounting and cost management to enhance profitability.

FAULKES AND ASSOCIATES 1997-2005
Chief Executive Officer

- Founded and led a consulting firm specializing in business and occupation (B&O) tax optimization.
- Contributed to the growth of the company by delivering exceptional service and support to clients.

WASHINGTON STATE DEPARTMENT OF REVENUE 1987-1997
Senior Revenue Auditor

- Conducted complex audits for small to large businesses and out-of-state entities with Washington nexus.
- Ensured compliance with B&O taxes, sales, and use taxes, addressing multi-location and multi-service classifications.

EDUCATION

WESTERN WASHINGTON UNIVERSITY 1985

- Bachelor of Arts in Accounting

PROFESSIONAL ASSOCIATIONS

PROFESSIONAL BACKGROUND SCREENING ASSOCIATION (PBSA)

- Founding Member

NATIONAL CONSUMER REPORTING AGENCY

- Former President

SOCIETY FOR HUMAN RESOURCE MANAGEMENT

- Member

SKILLS

Executive Leadership & Operations, Background Screening & Credit Reporting, Tax Compliance & Optimization, Strategic Consulting & Business Development, “Non-Practicing” CPA

Docusign Envelope ID: E7BFD950-64EA-821D-8095-76AD824ED817

Debbie Loyning

Chief Operating Officer, Alliance 2020

Orting, WA
(425) 264-1024
debbie@alliance2020.com

Professional Summary: Dedicated and experienced Chief Operating Officer with over 30 years in the background screening industry. Proven track record in managing operations, driving company growth, and leading teams with expertise in credit reporting and employment/tenant screening. Recognized for exceptional leadership, industry knowledge, and commitment to excellence.

PROFESSIONAL EXPERIENCE

ALLIANCE 2020, INC. **Renton, WA**
Chief Operating Officer *1999–Present*

- Oversee all aspects of company operations, working closely with the CEO and President.
- Implement strategic initiatives that drive company growth and enhance service delivery.
- Recruit and retain top talent, fostering a collaborative and high-performing work environment.
- Maintain deep knowledge of products and services, ensuring alignment with industry standards and client needs.

FACTUAL DATA *1995–1999*
Mortgage Credit Reporting

- Specialized in providing accurate and comprehensive credit reports for the mortgage industry.
- Contributed to the growth of the company by delivering exceptional service and support to clients.

TRANSUNION **Helena, MT**
Credit Industry Professional *1990-1995*

- Gained foundational experience in the credit reporting industry.
- Provided high-quality credit reports and customer service to clients.

LEADERSHIP AND INDUSTRY INVOLVMENT

PROFESSIONAL BACKGROUND SCREENING ASSOCIATION (PBSA)

- Active Member
- Volunteers on multiple committees

NATIONAL CONSUMER REPORTING ASSOCIATION (NCRA)

- Board of Directors
- Former President
- Director, working with regulatory entities
- Volunteer on multiple committees

SKILLS

Leadership and Management, Strategic Planning, Operations Management, Talent Recruitment and Retention, Industry Compliance and Regulation, Customer Relationship Management, Product and Service Knowledge

Docusign Envelope ID: E7BFD950-64EA-821D-8095-76AD824ED817

Gavin Bray

Business Development Executive, Alliance 2020, Inc.

Renton, WA
425-264-1019
gavinb@alliance2020.com

Professional Summary: Highly motivated and organized professional with expertise in evaluating business needs and recommending tailored solutions to support clients in hiring top talent. Committed to contributing to a respected company recognized for its impact in the industry and community. Skilled in aligning business objectives with effective hiring strategies to drive successful outcomes.

PROFESSIONAL EXPERIENCE

ALLIANCE 2020, INC. 2013-Present

Business Development Executive

- Proven expertise in uncovering customer needs through consultative approach and matching the appropriate solution to meet an organization's key business initiatives.
- Attend trade exhibitions, conferences and meetings; develop and maintain relationships with clients and prospects by providing information and guidance; identify product improvements by remaining current on industry trends.
- Strong leader and a team player who works collaboratively to achieve outstanding results for companies of all sizes in a wide variety of industries with their background screening and drug testing requirements.

VOLUNTEER ROLES

LAKE WASHINGTON HUMAN RESOURCE ASSOCIATION 2018-Present

- Director at Large
- Partnerships Committee Chair

SOUTH KING COUNTY SHRM 2016-Present

- Ambassador

LICENSES

SOCIETY FOR HUMAN RESOURCE MANAGEMENT 2015-Present

- SHRM Recertification Provider

CERTIFICATIONS

Fair Credit Reporting Act (FCRA) Certification

SKILLS

Customer Service, Account Management, Sales, Employee Relations, Performance Management

Docusign Envelope ID: E7BFD950-64EA-821D-8095-76AD824ED817

Kim Shaw

Research Analyst Department Supervisor, Alliance 2020

Panama City Beach, FL
(425) 264-1016
kims@alliance2020.com

Professional Summary: Experienced Research Analyst Department Supervisor with over 17 years in the background screening industry. Demonstrated expertise in team supervision, product management, and regulatory compliance. Known for a customer-first attitude, high standards of quality and accuracy, and strong vendor relationships. FCRA certified.

PROFESSIONAL EXPERIENCE

ALLIANCE 2020, INC. **Renton, WA**
Research Analyst Department Supervisor *2006–Present*

- Supervise a team of eight research analysts, ensuring the highest standards of quality and accuracy in all research activities.
- Oversee daily operations, providing guidance and support to team members to ensure efficient and effective workflow.
- Manage and develop products, leveraging deep industry knowledge to innovate and enhance services.
- Stay up to date with the latest court regulations, ensuring compliance and best practices in all research processes.
- Maintain strong relationships with vendors, fostering collaboration and efficiency.

SKILLS

Team Supervision and Leadership, Product Management and Development, Regulatory Compliance (FCRA Certified), Quality Assurance, Customer Relationship Management, Vendor Relationship Management, Industry Knowledge and Innovation

CERTIFICATIONS

Fair Credit Reporting Act (FCRA) Certification

Docusign Envelope ID: E7BFD950-64EA-821D-8095-76AD824ED817

Bryan Faulkes

Verification Specialist Supervisor, Alliance 2020, Inc.

Billings, MT
(425) 264-1008
bryanf@alliance2020.com

Professional Summary: Seasoned professional with over a decade of experience in the background screening industry. Currently serving as the Verifications Specialist Supervisor, Bryan Faulkes leads with a collaborative approach, ensuring the efficient and accurate operation of the verification department. Skilled in fostering team environments that emphasize compliance, accuracy, and exceptional customer service, Bryan's leadership ensures that the department consistently meets the diverse needs of clients while maintaining the highest standards of reliability.

PROFESSIONAL EXPERIENCE

ALLIANCE 2020, INC. 2009-Present

Verification Specialist Supervisor

- Oversee the daily operations of the verification department, ensuring smooth processes and high standards of accuracy.
- Lead a team of specialists, fostering a collaborative environment that drives efficiency and compliance.
- Deliver exceptional customer support, ensuring that client needs are met with reliable and timely results.
- Implement improvements to streamline workflows and enhance the overall service experience for clients.

SKILLS

Team Leadership & Collaboration, Process Optimization & Efficiency, Compliance & Accuracy Standards, Customer Service Excellence, Background Screening & Verifications

CERTIFICATIONS

Fair Credit Reporting Act (FCRA) Certification

Docusign Envelope ID: E7BFD950-64EA-821D-8095-76AD824ED817

Joan Archie

Compliance Manager, Alliance 2020, Inc.

Lakewood, WA
425-264-1003
joana@alliance2020.com

Professional Summary: Compliance Manager with over 9 years of experience in the background screening industry. Expertise in customer vetting, compliance audits, and managing customer disputes. In-depth knowledge of local, state, and federal regulations, including Fair Credit Reporting Act (FCRA) compliance. Highly skilled at maintaining legal integrity, navigating regulatory changes, and ensuring the company's operations meet industry standards.

PROFESSIONAL EXPERIENCE

ALLIANCE 2020, INC. 2015-Present

Compliance Manager

- Oversee daily compliance operations, including customer and client vetting, compliance audits, and dispute management.
- Ensure adherence to FCRA and other regulatory requirements for background screening services.
- Actively participate in the onboarding process for new clients, ensuring they meet compliance standards.
- Provide ongoing compliance support throughout the client relationship, conducting audits, and guiding clients on regulatory changes.
- Monitor and interpret changes in local, state, and federal regulations impacting the background screening industry.
- Resolve consumer disputes related to compliance, ensuring timely and accurate responses.

PROFESSIONAL ASSOCIATIONS

PROFESSIONAL BACKGROUND SCREENING ASSOCIATION (PBSA)

- Active Member

CERTIFICATIONS

Advanced Fair Credit Reporting Act (FCRA) Certification

SKILLS

Compliance Auditing, Client Vetting and Onboarding, Regulatory Research and Interpretation, FCRA and Background Screening Regulations, Consumer Dispute Resolution

Docusign Envelope ID: E7BFD950-64EA-821D-8095-76AD824ED817

Gio Guerra

Admin Specialist, Alliance 2020, Inc.

Renton, WA
425-264-1027
giog@alliance2020.com

Professional Summary: Detail-oriented and proactive Administrative Specialist with a strong background in client support and compliance the background screening industry. Skilled in managing the Request for Proposal (RFP) process and crafting compelling proposals to secure key business opportunities. A key contributor to achieving and maintaining PBSA accreditation by overseeing compliance initiatives and quality standards. Recognized for technical expertise, problem-solving abilities, and a collaborative approach that fosters long-term client and colleague relationships.

PROFESSIONAL EXPERIENCE

ALLIANCE 2020, INC. 2017-Present

Admin Specialist

- Spearheaded product development and integration e orts, ensuring seamless delivery of cutting-edge background screening applications.
- Maintained the security and modernization of company systems, mitigating risks while supporting business growth.
- Directed the Request for Proposal (RFP) process, crafting compelling proposals to secure key business opportunities.
- Played a critical role in achieving and maintaining PBSA accreditation by managing compliance initiatives and quality standards.
- Supported clients and colleagues with technical expertise and a positive attitude, fostering trust and long-term partnerships.
- Actively participated in industry webinars and committees, staying ahead of trends and best practices in background screening.

EDUCATION

CALIFORNIA STATE UNIVERSITY, NORTHRIDGE 2011-2014

- Bachelor of Science in Computer Engineering (61 Credits Completed)

ANTELOPE VALLEY COLLEGE 2017-2010

- Associate of Arts in Liberal Arts and Sciences

PROFESSIONAL ASSOCIATIONS

NATIONAL CONSUMER REPORTING ASSOCIATION

- Active Committee Member

CERTIFICATIONS

Fair Credit Reporting Act (FCRA) Certification

SKILLS

Technical Expertise, Operational Excellence, Interpersonal Skills, Writing & Communication

Docusign Envelope ID: E7BFD950-64EA-821D-8095-76AD824ED817

Tab 6 – Methodology and Approach to Requested Services/Solution

Provide your practices and approach to provide the requested services to the City.

The Solution sub-section included in the Technical Proposal allows Prospective Contractors to differentiate themselves based on their proposed solution and/or approach to solve the City's specific needs.

Prospective Contractors should provide a high-level overview of the Prospective Contractor's proposed solution and/or approach to services using the Requirements outlined in the RFP.

Proposed solutions should be non-technical and include the Prospective Contractor's recommendations for meeting the objectives and Requirements of the RFP.

Additional service options and recommendations above and beyond those included in proposed solution should be included in the attached Recommended Options Form.

Response:

Tab 6.1 – Search Methodology

With over three decades of experience in providing comprehensive background screening services, we have developed a robust infrastructure, secure processes, and a skilled team capable of managing high volumes of requests efficiently and accurately. At Alliance 2020, we prioritize accuracy in all aspects of our background screening process. Our search methodologies are designed to ensure the highest level of precision and reliability, utilizing trusted sources and advanced technology to deliver the most accurate and up-to-date information. Below, we outline the proven methodologies we use to conduct comprehensive and thorough screenings for the City.

County Criminal Record Search

County-level criminal searches are performed by directly searching criminal records at the courthouse to determine if such a record exists. County-level criminal searches are sourced directly from the courthouse. County level courts are part of the State court system established by the Constitution. Since there are over 3000 county court systems in the United States, screening services must rely on a variety of methods to perform these searches. Court systems may add fees to access court records.

National Alias Criminal Database Search

Records are gathered from all 50 states and U.S. territories from multiple criminal repositories and includes hundreds of millions of criminal records representing more than 62 million individuals. This search is also known as a national criminal database search or a multi-jurisdictional database search. The word "national" is somewhat misleading, since the term is used in the sense that the coverage is nationwide. However, not every jurisdiction provides information for these databases and the data is not comprehensive. However, a multi-jurisdictional criminal database search casts a "wide net" and is useful for finding criminal history information that may not otherwise be discovered. For example, a conviction in a county far from the applicant's residence from a crime committed on vacation may be returned in this type of search. If criminal history is discovered when performing this search, it must be verified through a direct search at the county courthouse.

Docusign Envelope ID: E7BFD950-64EA-821D-8095-76AD824ED817

Federal Criminal Record Search

Federal criminal history searches are conducted at the federal court level for crimes prosecuted in federal districts. This court system operates separately from state courts, and records within each system are exclusive to that system. While the number of cases heard in federal courts is small compared to state courts (county courts), they often involve serious offenses, including child pornography, money laundering, racketeering, kidnapping, homicide, firearms and explosives charges, embezzlement, immigration violations, and crimes committed aboard an aircraft. Additionally, offenses committed in National Parks are prosecuted in federal district court. These may include speeding, fishing violations, driving under the influence, and other crimes typically found in local communities. Like county courts, there is no central repository for federal district court records—each district maintains its own records, which must be searched individually.

Employment Verification

Employment verifications confirm the applicant's employment history as outlined in their application. This includes the employer's name, dates of employment, job title, and, when permissible, additional details such as reasons for leaving and performance-related information. The verification results are obtained by directly contacting the employer's human resources or payroll department. If no results can be obtained, the report will note the reasons, such as the employer's refusal to provide details, nonresponse, or inability to locate records. In cases where third-party verification services are utilized, the response time may vary.

Education Verification

Education verifications confirm the applicant's claimed educational background. This includes verifying degrees, diplomas, as well as dates of attendance and graduation date. We verify this information by directly contacting the educational institution, or by utilizing a third-party service such as the National Student Clearinghouse. If no results can be obtained, the report will indicate the reason, such as the institution's inability to confirm attendance or graduation, or non-response. The applicant may be contacted for additional clarification or required documentation.

Credit History

Employment credit reports are accessed directly through TransUnion, providing valuable insights into the applicant's financial responsibility and integrity. This helps assess how well the applicant has managed their financial obligations, which is important when evaluating their potential impact on the job. However, it's important to note that in certain states, like Washington, employment credit reports can only be accessed if the applicant's creditworthiness is directly relevant to the position or required by law. Credit reports are available for viewing instantly once the candidate has completed their background questionnaire.

Professional License Verification

For credential/professional license verifications we confirm the credential/license type, issue date, expiration, and current standing with the issuing authority. The information is verified directly with the credentialing body, and if no results can be obtained, the report will reflect the absence of the verification or indicate why it was not available. These reports can also include additional details if applicable, such as whether the credential is still valid or if it has been suspended or revoked.

Docusign Envelope ID: E7BFD950-64EA-821D-8095-76AD824ED817

Drug and Health Screening

We provide comprehensive drug screening services tailored for employers, including testing for pre-employment, random selection, reasonable suspicion/cause, post-accident, return-to-duty, and promotions. Our testing capabilities include urine, saliva, and hair follicle drug testing, as well as certified evidential breath testing (EBT). With access to thousands of collection sites across the United States we ensure expanded coverage and convenient testing options. To improve efficiency, we offer a paperless electronic chain-of-custody process, reducing paperwork and streamlining operations. Our services can be structured to meet Federal Department of Transportation (DOT) regulations or other specific compliance requirements. For DOT-regulated companies, we provide third-party administration (TPA) services, including fully compliant random selection programs in accordance with CFR 49 Part 40.

Social Media Screening

Our social media screening methodology uses AI to search thousands of posts across major social media platforms, as well as billions of publicly available web sources including online forums, blogs, news sites, and reviews. This enables an objective, efficient, and compliant screening process. Posts in over 200 languages can be translated and analyzed, with the option to filter content using specific keywords or phrases for targeted insights. The system identifies relevant profiles and scans posts, comments, and images for predefined behavioral indicators such as hate speech, explicit content, threats, illegal activity, and more. Flagged content is reviewed by our FCRA-certified team to ensure accuracy and contextual relevance. All findings are based solely on publicly available information, supporting compliance while maintaining a non-intrusive experience for the candidate.

Personal and Professional References

Involves evaluating a candidate's character, skills, and work ethic through feedback from personal and professional references provided by the candidate. References are collected by contacting the references directly via phone or email to ask structured questions tailored to assess the candidate's strengths, areas for improvement, work style, and overall suitability for the role. For professional references, inquiries focus on job performance, collaboration, leadership, and specific accomplishments, while personal references may address character, reliability, and interpersonal skills.

Personal Identification Verification

Personal Identification Verification confirms that the identity information provided by the applicant matches official records. This process involves comparing personally identifiable information (PII)—such as name, date of birth, and address—against authoritative data sources to validate authenticity. It is often used as an initial step in a background screening program to ensure the individual being screened is who they claim to be. Discrepancies, if found, may prompt additional verification steps or applicant follow-up. This service supports compliance with identity-related regulations and helps prevent fraud or identity misrepresentation.

Docusign Envelope ID: E7BFD950-64EA-821D-8095-76AD824ED817

Biometric Verification

Alliance 2020 offers fingerprint-based biometric verification to confirm an individual's identity with a high degree of accuracy. This service is ideal for roles requiring access to sensitive data, secure facilities, or compliance with regulatory mandates. Fingerprinting is conducted using certified, secure capture methods and can be performed electronically (Live Scan) or via ink cards as required. Results can be used to verify identity against federal and state databases when applicable. All fingerprinting processes comply with relevant privacy laws.

Address Verification

Address Verification confirms the validity and history of an applicant's reported residential addresses. This process cross-references the information provided with data from credit headers, utility records, or other public sources. Verifying address history is often essential for determining appropriate jurisdictions for criminal background checks and helps uncover address inconsistencies that may indicate potential fraud.

Date of Birth Verification

Date of Birth (DOB) Verification confirms that the applicant's date of birth matches official records. This verification is commonly used to ensure accuracy in background screening, particularly the applicant's date of birth is a key identifier for criminal records or other screenings. DOB verification can also be important for roles with age-related requirements or restrictions. The information is typically verified through credit headers, government-issued IDs, or other government issued documents.

Social Security Number Verification

Social Security Number Verification confirms whether the SSN provided by the applicant is valid, has been issued, and is associated with the individual's identity. This service identifies name mismatches, issuance dates, and state of issuance. It also flags numbers that may be invalid, deceased, or not yet issued. SSN verification is a critical first step in any background screening process, helping to detect identity fraud and ensuring the accuracy of all subsequent screenings.

Tab 6.2 – Approach to Requested Services/Solution

Technology and Reporting

Alliance 2020 offers high-tech web-based software as a service background screening platform, meticulously customized to meet the stringent requirements of the City of Houston's background screening program. Our user-friendly online system is accessible 24/7/365, allowing City staff to submit background screening requests securely via HTTPS.

Docusign Envelope ID: E7BFD950-64EA-821D-8095-76AD824ED817

Our platform is compatible with the latest versions of Chrome, Firefox, Safari, or Microsoft Edge browsers. Moreover, our platform seamlessly integrates with various Applicant Tracking Systems and Human Resource Information Systems including NEOGOV. This partnership offers an effortless and compliant screening process that will satisfy the needs of any organization in the public sector. With this integration, NEOGOV and Alliance 2020 offer clients a background check integration that allows users to initiate, track, report, and take critical next steps relative to background check results through a seamless integration and easy-to-use platform. Our background screening platform also supports single sign-on integration with Azure AD through SAML 2.0.

City of Houston users can effortlessly send secure online application invites to applicants via email or text by providing the applicant's name and email address or phone number, ensuring consent for text message communications. To access completed reports, users must have a unique user account with multi-factor authentication (MFA) token authentication, utilizing robust password protection mechanisms, including BCrypt hashing with a cost factor of eleven, to ensure data security.

Clients can track progress in real time through the system, which provides notifications from start to finish. The application, background questionnaire, all disclosures, and any other required documents are automatically attached to the file. Additionally, we can generate tailored reports, including management reports, time service reports, and any other types of reports you or your management team require.

The background screening results from Alliance 2020 will be readily available to the City of Houston within 24-72 hours (about 3 days). This turnaround ensures that the City has ample time to verify the accuracy and authenticity of the information provided. Online and real-time access to critical data streamlines decision-making processes and underscores Alliance 2020's commitment to delivering prompt and reliable service. By enabling the City of Houston to validate the background test results swiftly, Alliance 2020 empowers them to make well-informed decisions regarding potential candidates, thereby enhancing the efficiency and efficacy of their hiring procedures.

Security and Compliance

All information exchanged with our web-based system is transmitted securely and encrypted using industry-standard privacy and security protocols. Any information transmitted over a network to our web-based system is encrypted using HTTPS and TLS 1.2. Sensitive data at rest is encrypted using AES-256. Access to sensitive data is tightly controlled. All consumer information transmitted using our computer network, including email, is secured using a minimum of 128-bit SSL encryption. No consumer information is sent over the internet that is not encrypted or secured with a minimum of 128-bit SSL encryption. This includes the body of emails or attachments. The data processing facility undergoes PCI-DSS, Experian, and SOC2 compliance certifications and assessments. Any additional information needed by our staff can be requested by contacting the applicant directly through our secure applicant portal.

No confidential information will be shared with outside entities. The results of background screenings conducted by Alliance 2020 are considered protected and private records, and they will only be released to the City of Houston following our strict confidentiality policies and legal regulations. We prioritize safeguarding sensitive information and always maintaining the privacy of individuals' records. Therefore, any sharing of confidential information with external parties is strictly prohibited to ensure the integrity and security of the data entrusted to us by our clients.

Docusign Envelope ID: E7BFD950-64EA-821D-8095-76AD824ED817

In addition to maintaining robust technical safeguards and encryption protocols to protect sensitive data, Alliance 2020 also places strong emphasis on regulatory adherence and legal compliance. Security and privacy are not only technical responsibilities, they are also legal obligations. To that end, our commitment to safeguarding information extends beyond secure infrastructure to a comprehensive compliance framework that ensures all background screening activities meet or exceed applicable federal, state, and local laws.

Ensuring full legal compliance is critical to a successful background screening program. Alliance 2020 strictly adheres to all federal, state, and local regulations, including:

- Fair Credit Reporting Act (FCRA) guidelines for obtaining and reporting background information
- Equal Employment Opportunity Commission (EEOC) best practices to prevent discrimination in hiring decisions.
- In accordance with the Texas Regulatory Consistency Act, Alliance 2020 follows a statewide standard for employment regulations, ensuring uniform compliance with Texas laws governing background screening, criminal record reporting, and consumer privacy.

Our team maintains a rigorous and proactive approach to staying current with federal and local legal requirements governing background checks to ensure that the City remains in compliance with background screening and authorization requirements. Our compliance strategy includes the following key components:

1. A Dedicated Compliance Team: We have a dedicated compliance department who specialize in understanding background screening regulations. This team is responsible for monitoring updates to federal and state laws.
2. Regular Training and Education: Our staff undergoes regular training sessions to ensure they are fully informed of the latest legal requirements and best practices. This includes attending webinars and conferences hosted by legal experts and industry associations. Additionally, all our staff are FCRA certified, which ensures they are knowledgeable and competent in handling all aspects of compliance, thereby providing our clients with the highest level of service and expertise.
3. Subscription to Legal Updates: We subscribe to legal update services and industry publications that provide real-time notifications of changes to federal and Texas state laws. This ensures we are immediately aware of any new requirements or amendments to existing regulations. The Federal Trade Commission (FTC), the Consumer Financial Protection Bureau (CFPB) as well as the Society for Human Resource Management (SHRM) are a few other sources we utilize to ensure we are well informed of any new compliance measures.
4. Engagement with Industry Associations: We actively participate in industry groups and associations, such as the Professional Background Screening Association (PBSA), to stay informed about emerging trends, regulatory changes, and best practices in background screening.

By implementing these measures, Alliance 2020 ensures that our background screening processes are fully compliant with federal and Texas state legal requirements, protecting both our organization and yours.

Docusign Envelope ID: E7BFD950-64EA-821D-8095-76AD824ED817

Vendor Support and Training

Alliance 2020 is committed to delivering responsive, knowledgeable, and accessible support throughout the duration of the contract. Alliance 2020's customer service center is headquartered in Renton, WA, with support personnel located across the continental United States. Our standard hours of operation are 8:00 a.m. to 6:00 p.m. Central Time, during which our customer support team is fully available to assist with inquiries. This team includes experienced professionals ready to answer questions related to background reports, account structure, or to facilitate meetings with your dedicated account executive.

Your dedicated account executive, Gavin Bray, is available by phone or email for urgent matters that cannot be resolved through our client support team. For high-level compliance concerns, our management team is available to assist if the issue is not fully addressed by our compliance manager. Additionally, our controller is available to handle all financial inquiries, including questions related to invoicing, payments, or the status of your account.

In addition to support services, Alliance 2020 offers robust training resources to ensure City personnel are equipped to effectively utilize our platform. During the onboarding process, we conduct a detailed training session that covers all facets of the background screening program. We also provide access to tutorial and training videos for future reference. Your account manager is available at any time to schedule follow-up calls or Zoom meetings to revisit any portion of the screening process, including platform navigation, interpreting report data, and understanding screening outcomes.

Our approach ensures that City staff have continuous access to the tools, guidance, and expertise necessary for a smooth and successful partnership.

Data Accuracy and Quality Control

Accuracy of data is of the utmost importance. This is why we implement multiple layers of quality checks to ensure the accuracy and completeness of our reports. Our QA team reviews all reports in which we have found reportable records for compliance with legal and regulatory standards before they are delivered to clients. We actively seek and incorporate client feedback to continuously improve our services. Regular performance reviews and client satisfaction surveys help us identify areas for enhancement.

For new clients such as the City of Houston we perform a 90-day review of services. If that review shows any inadequacies, we will conduct a quality improvement process and reevaluate. We have annual client surveys to gather feedback and insights from our clients. However, if a new quality improvement action is required, it may take precedence over the survey to address any immediate concerns or implement necessary changes.

Employee work is audited every month to ensure quality and accuracy. They also receive annual performance evaluations with specific goals to work toward throughout the year.

Docusign Envelope ID: E7BFD950-64EA-821D-8095-76AD824ED817

Scalability

With over 38 years of experience in the background screening industry, Alliance 2020 has developed the operational depth, technical infrastructure, and institutional knowledge necessary to support clients at any scale. Our longstanding work with both public and private sector organizations has equipped us to anticipate and respond to the dynamic needs of growing background screening programs.

This extensive industry experience has resulted in the development of standard processes that ensure service consistency regardless of volume. Our secure, cloud-based platform is built for high performance and flexibility, with infrastructure that can quickly adapt to increased demand. The cloud-based nature of our system allows for rapid scaling without the need for additional hardware or system overhauls, enabling us to accommodate fluctuating workloads seamlessly and maintain uninterrupted service delivery.

Operationally, our teams are cross-trained and structured to expand as needed to meet client demand. Whether onboarding new departments, increasing screening volume, or expanding service offerings, Alliance 2020 has proven procedures in place to ensure continuity of service, accuracy of reporting, and adherence to all regulatory standards.

Our history of successful partnerships with high-volume clients demonstrates our ability to scale efficiently while maintaining the high level of service that defines our organization. The City of Houston can be confident that Alliance 2020 is well-prepared to support its current and future needs without disruption.

Docusign Envelope ID: E7BFD950-64EA-821D-8095-76AD824ED817

Tab 7 – Exceptions to Sample Contract

Provide any exceptions to the Sample contract and include the rationale for taking the exception. If alternate language is proposed, include the proposed language for consideration, along with the corresponding Article Nos. within the RFP.

Response:

Alliance 2020, Inc. does not have any exceptions to the Sample Contract. We do not propose any alternate language.

Docusign Envelope ID: E7BFD950-64EA-821D-8095-76AD824ED817

Tab 8 – Legal Actions

Provide a list of any pending litigation and include a brief description of the reason for legal action.

Response:

Alliance 2020, Inc. is not party to any pending litigation.

Docusign Envelope ID: E7BFD950-64EA-821D-8095-76AD824ED817

Tab 9 – Conflict of Interest

Provide information regarding any real or potential conflict of interest(s). Failure to disclose any potential conflict of interest at the outset may be cause for rejection of the Proposal.

Response:

Alliance 2020, Inc. confirms that there are no known real or potential conflicts of interest.

Docusign Envelope ID: E7BFD950-64EA-821D-8095-76AD824ED817

EXHIBIT I
OFFER AND SUBMITTAL

NOTE: PROPOSAL MUST BE SIGNED AND NOTARIZED BY AN AUTHORIZED REPRESENTATIVE(S) OF THE PROPOSER, WHICH MUST BE THE ACTUAL LEGAL ENTITY THAT WILL PERFORM THE CONTRACT IF AWARDED AND THE TOTAL FIXED PRICE CONTAINED THEREIN SHALL REMAIN FIRM FOR A PERIOD OF ONE-HUNDRED EIGHTY (180) DAYS.

"THE PROPOSER WARRANTS THAT NO PERSON OR SELLING AGENCY HAS BEEN EMPLOYED OR RETAINED TO SOLICIT OR SECURE THIS CONTRACT UPON AN AGREEMENT OR UNDERSTANDING FOR A COMMISSION, PERCENTAGE, BROKERAGE, OR CONTINGENT FEE, EXCEPTING BONA FIDE EMPLOYEES. FOR BREACH OR VIOLATION OF THIS WARRANTY, THE CITY SHALL HAVE THE RIGHT TO ANNUL THIS AGREEMENT WITHOUT LIABILITY OR, AT ITS DISCRETION, TO DEDUCT FROM THE CONTRACT PRICES OR CONSIDERATION, OR OTHERWISE RECOVER THE FULL AMOUNT OF SUCH COMMISSION, PERCENTAGE, BROKERAGE OR CONTINGENT FEE."

Respectfully Submitted:

Alliance 2020, Inc.
(Print or Type Name of Contractor – Full Company Name)

City of Houston Vendor No. (If already doing business with City):
_____

Federal Identification Number:
91-1374989

By: _____
(Signature of Authorized Officer or Agent)

Printed Name: Gavin Bray

Title: Business Development Executive

Date: 04/17/2025

Address of Contractor: 304 Main Ave S, Suite 101
Street Address or P.O. Box

Renton, WA 98057
City – State – Zip Code

Telephone No. of Contractor: (425) 271-8065

Signature, Name and title of Affiant: Tina Noreen Bender

Notary Public Tina Noreen Bender
(Notary Public in and for)

King County, ~~Texas~~ Washington

My Commission Expires: 1-17-2026 day of May 1st 2025

TINA NOREEN BENDER
Commission #22008050
NOTARY PUBLIC
EXP. 01-17-2026
STATE OF WASHINGTON

Docusign Envelope ID: E7BFD950-64EA-821D-8095-76AD824ED817

EXHIBIT I
REFERENCES
LIST OF PREVIOUS CUSTOMERS

1. Name: Muckleshoot Indian Tribe Phone No.: 253-876-2915
Address: 38625 172nd Ave SE, Auburn, WA 98092
Contract Award Date: 11/2022 Contract Completion Date: N/A
Contract Name/Title: Savannah Walker, Human Resources Manager
Email: savannah.walker@muckleshoot.nsn.us
Project Description: Services provided include: criminal background checks, employment verifications, education verifications, drug and occupational health services, fingerprinting

2. Name: City of Kirkland Phone No.: 425-587-3218
Address: 123 5th Avenue, Kirkland, WA 98033
Contract Award Date: 04/2018 Contract Completion Date: N/A
Contract Name/Title: Sophea Hieam, Human Resources Coordinator
Email: shieam@kirklandwa.gov
Project Description: Services provided include: criminal background checks, motor vehicle reports

3. Name: Life Flight Network Phone No.: 503-678-4125
Address: 9175 SW Wilsonville Rd, Wilsonville, OR 97070
Contract Award Date: 12/2016 Contract Completion Date: N/A
Contract Name/Title: Samantha MacIntyre, Human Resources Manager
Email: smacintyre@lifeflight.org
Project Description: Services provided include: criminal background checks, employment verifications, education verifications, professional license verifications, personal and professional references, motor vehicle reports, social media screening

4. Name: Puget Sound Regional Fire Authority Phone No.: 253-856-4393
Address: 20811 84th Ave S, Kent, WA 98032
Contract Award Date: 11/2017 Contract Completion Date: N/A
Contract Name/Title: Teri Smith, Human Resources Manager
Email: tsmith@pugetsoundfire.org
Project Description: Services provided include: criminal background checks, employment verifications, personal and professional references, MVRs, healthcare compliance searches

Docusign Envelope ID: E7BFD950-64EA-821D-8095-76AD824ED817

EXHIBIT I
LIST OF SUBCONTRACTOR(S)

The following is a list of Subcontractors we propose to engage on the following items of Work. Any item of Work which does not designate a Subcontractor will be done by the firm submitting the Proposal.

SEGREGATED PART OF WORK	SUBCONTRACTOR/SUPPLIER

Docusign Envelope ID: E7BFD950-64EA-821D-8095-76AD824ED817

EXHIBIT II
ATTACHMENT "D"
DECLARATION OF HIRE HOUSTON FIRST DESIGNATION

DIRECTIONS: Execute the declaration below regarding your company's status as a Hire Houston First (HHF) designated company. **Fill out the appropriate box below and leave the other blank.**

If your company does not have a HHF designation and would like to apply for designation go to: www.houstontx.gov/obo/hirehoustonfirst.html at least 10 working days prior to submitting a bid or proposal.

1. This certifies that Bidder/Proposer, _____, is a Hire Houston First designated **City Business (CB).** A valid certificate of designation is attached.

_____ _____ _____/_____

Print Name Signature Date

2. This certifies that Bidder/Proposer, _____, is a Hire Houston First designated **Local Business (LB).** A valid certificate of designation is attached.

_____ _____/_____

Print Name Signature Date

Docusign Envelope ID: E7BFD950-64EA-821D-8095-76AD824ED817

EXHIBIT III

CITY OF HOUSTON OWNERSHIP INFORMATION FORM

REV. 12/23/2019

The City of Houston Ownership Information Form is used to gather information to comply with:

a. The City of Houston Contractor Ownership Disclosure Ordinance (Chapter 15 of the Code of Ordinances, Article VIII. City Contracts; Indebtedness to City);
b. The City of Houston Fair Campaign Ordinance (Chapter 18 of the Code of Ordinances); and,
c. The State of Texas Statement of Residency Requirements (Tex. Govt. Code Chapter 2252).

Please complete the form, in its entirety, and submit it with the Official Bid or Proposal Form. Except as noted below regarding the Statement of Residency, failure to provide this information may be just cause for rejection of your bid or proposal.

NOTICE OF AFFIRMATIVE ACCEPTANCE OF THE CITY OF HOUSTON FAIR CAMPAIGN ORDINANCE

By submitting a bid or proposal to the City of Houston for a Contract in excess of $50,000 or for which a request is presented to City Council for approval, all respondents agree to comply with the Chapter 18 of the Code of Ordinances.

Further, pursuant to Section 18-36 of the Code of Ordinances, it shall be unlawful either for any person who submits a bid or proposal to contribute or offer any contribution to a candidate or for any candidate to solicit or accept any contribution from such person for a period commencing at the time of posting of the City Council Meeting Agenda including an item for the award of the Contract and ending upon the 30th day after the award of the Contract by City Council.

INSTRUCTIONS

1. Please **type** or **legibly print in dark ink** responses. Individuals and entities shall disclose their full, legal names (not initials) and all required corporate letters (“Inc”, “LLP”, etc.).
    a. If a firm is operating under an assumed name, the following format is recommended: *Corporate/Legal Name* DBA *Assumed Name*.
2. Full addresses are required, including street types (“St”, “Rd”, etc.) and unit number.
3. Individuals or entities with 10% or more ownership of the corporation, partnership, or joint venture (including persons who own 100%) are required to be disclosed with their full name and full address. All officers and directors are also required to be disclosed with their full name and full address.

Docusign Envelope ID: E7BFD950-64EA-821D-8095-76AD824ED817

CITY OF HOUSTON OWNERSHIP INFORMATION FORM

REV. 12/23/2019

PROJECT AND BID/PROPOSAL PREPARER INFORMATION

Project or Matter Being Bid: RFP No. 2025-009 Background Check and Identity Verification

Bidder's complete firm/company business information

Name:	Alliance 2020, Inc.
Business Address [*No./Street]*	304 Main Ave South, Suite 101
City / State / Zip Code	Renton, WA 98057
Telephone Number	425-271-8065

Bidder's email address

Email Address:	info@alliance2020.com

STATEMENT OF RESIDENCY

*(THE STATEMENT OF RESIDENCY PORTION OF THIS DOCUMENT IS **NOT APPLICABLE IF** THE SOLICITATION INDICATES FEDERAL FUNDS WILL BE USED)*

TEX. GOV'T CODE §2252.001, §(4) defines a **"Resident bidder"** as a bidder whose principal place of business* is in this state, and includes a contractor whose ultimate parent company or majority owner has its principal place of business in this state.

TEX. GOV'T CODE §2252.001§ (3) defines a **"Nonresident bidder"** as a bidder who is not a resident in this state.

* Principal Place of Business in Texas means that the business entity:

- has at least one permanent office located within the **State of Texas,** from which business activities other than submitting bids to governmental agencies are conducted and from which the bid is submitted; and
- has at least one employee who works in the Texas office.

Based on the definitions above, your business is a:

☐ TEXAS RESIDENT BIDDER

☒ NONRESIDENT BIDDER

If you are a Nonresident Bidder, does your home state have a statute giving preference to resident bidders? If so, you must attach a copy of the statute to this Document.

A copy of the State of WA statute is attached.

NOTE: The State of residency of a bidder is not used in the decision-making criteria for the award of contracts for projects receiving federal funding, whether in whole or in part.

Docusign Envelope ID: E7BFD950-64EA-821D-8095-76AD824ED817

CITY OF HOUSTON OWNERSHIP INFORMATION FORM

REV. 12/23/2019

CONTRACTING ENTITY ORGANIZATIONAL ENTITY TYPE

FOR PROFIT ENTITY:

- ☐ SOLE PROPRIETORSHIP
- ☒ CORPORATION
- ☐ PARTNERSHIP
- ☐ LIMITED PARTNERSHIP
- ☐ JOINT VENTURE
- ☐ LIMITED LIABILITY COMPANY
- ☐ OTHER *(specify in space below)*

NON-PROFIT ENTITY:

- ☐ NON-PROFIT CORPORATION
- ☐ UNINCORPORATED ASSOCIATION

LISTING OF ADDRESSES

List all current and prior addresses where the bidder does/has done business or owns property (real estate and/or business personal property) in the city of Houston ("Houston") in the past 3 years from the date of submittal of this form. If within the past 3 years from the date of submitting this form, the bidder does not and has not done business and has not or does not own property (real estate and/or business personal property) in Houston, please state "None" on the first line below.

None

Address

Address

Address

ATTACH ADDITIONAL SHEETS AS NEEDED.

Docusign Envelope ID: E7BFD950-64EA-821D-8095-76AD824ED817

CITY OF HOUSTON OWNERSHIP INFORMATION FORM

REV. 12/23/2019

LISTING OF OFFICERS

LIST ALL OFFICERS OF THE ENTITY, REGARDLESS OF THE AMOUNT OF OWNERSHIP (IF NONE STATE "NONE")

Name Kathy Faulkes (Officer) — 6819 Ripley Ln, Renton, WA 98056 (Address)

Name Bradley J. Faulkes (Officer) — 6819 Ripley Ln, Renton, WA 98056 (Address)

Name _____ (Officer) — _____ (Address)

Name _____ (Officer) — _____ (Address)

Name _____ (Officer) — _____ (Address)

Name _____ (Officer) — _____ (Address)

LISTING OF DIRECTORS OR MEMBERS

LIST ALL DIRECTORS OF THE ENTITY, REGARDLESS OF THE AMOUNT OF OWNERSHIP (IF NONE STATE "NONE")

Name None (Director or Member) — _____ (Address)

Name _____ (Director or Member) — _____ (Address)

Name _____ (Director or Member) — _____ (Address)

Name _____ (Director or Member) — _____ (Address)

Name _____ (Director or Member) — _____ (Address)

Docusign Envelope ID: E7BFD950-64EA-821D-8095-76AD824ED817

CITY OF HOUSTON OWNERSHIP INFORMATION FORM

REV. 12/23/2019

DISCLOSURE OF OWNERSHIP (OR NON-PROFIT OFFICERS)

Bidders are required to disclose all owners of 10% or more of the Contracting Entity. For non-profit entities, please provide the complete information for the President, Vice-President, Secretary, and Treasurer.

IN ALL CASES, USE FULL NAMES, LOCAL BUSINESS AND RESIDENCE ADDRESSES AND TELEPHONE NUMBERS. DO NOT USE POST OFFICE BOXES FOR ANY ADDRESS. INCLUSION OF E-MAIL ADDRESSES IS OPTIONAL, BUT RECOMMENDED.

ATTACH ADDITIONAL SHEETS AS NEEDED.

Contracting Entity:

Name:	Alliance 2020, Inc.
Business Address [*No./Street]*	304 Main Ave South, Suite 101
City / State / Zip Code	Renton, WA 98057
Telephone Number	425-271-8065
Email Address:	info@alliance2020.com

DISCLOSURE OF OWNERSHIP (OR NON-PROFIT OFFICERS) *continued*.

Owner(s) of 10% or More (IF NONE, STATE "NONE."):

Name:	Kathy Lynn Faulkes
Business Address [*No./Street]*	304 Main Ave South, Suite 101
City / State / Zip Code	Renton, WA 98057
Telephone Number	425-271-8065
Email Address:	kathyf@alliance2020.com
Residence Address *[No./Street]*	6819 Ripley Ln
City / State / Zip Code	Renton, WA 98057

Owner(s) of 10% or More (IF NONE, STATE "NONE."):

Name:	Bradley James Faulkes
Business Address [*No./Street]*	304 Main Ave South, Suite 101
City / State / Zip Code	Renton, WA 98057
Telephone Number	425-264-1020
Email Address:	brad@alliance2020.com
Residence Address *[No./Street]*	6819 Ripley Ln
City / State / Zip Code	Renton, WA 98057

ATTACH ADDITIONAL SHEETS AS NEEDED.

Docusign Envelope ID: E7BFD950-64EA-821D-8095-76AD824ED817

CITY OF HOUSTON OWNERSHIP INFORMATION FORM

REV. 12/23/2019

OPTIONAL: TAX APPEAL INFORMATION

If the firm/company or an owner/officer is actively protesting, challenging, or appealing the accuracy and/or amount of taxes levied with a tax appraisal district, please provide the following information:

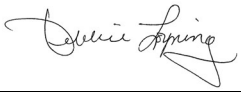
Debtor (Firm or Owner Name):	
Tax Account Nos.:	
Case or File Nos.:	
Attorney/Agent Name:	
Attorney/Agent Phone No.:	
Tax Years:	

Status of Appeal ***[DESCRIBE]*****:**

If an appeal of taxes has been filed on behalf of your company, please include a copy of the official form receipted by the appropriate agency.

REQUIRED: UNSWORN DECLARATION

I certify that I am duly authorized to submit this form on behalf of the firm, that I am associated with the firm in the capacity noted below, and that I have personal knowledge of the accuracy of the information provided herein. I affirm that all the information contained herein is true and correct to the best of my knowledge. I understand that failure to submit accurate information with my submission may result in my submission being considered non-responsive and non-responsible.



04/17/2025

Preparer's Signature **Date**

Debbie Loyning

Printed name

Chief Operating Officer

Title

NOTE: This form constitutes a **governmental record,** as defined by Section 37.01 of the Texas Penal Code. Submission of a false government record and falsification of a governmental record are crimes, punishable as provided in Section 37.10 of the Texas Penal Code.

Docusign Envelope ID: E7BFD950-64EA-821D-8095-76AD824ED817

EXHIBIT IV
ANTI-COLLUSION STATEMENT

The undersigned, as Proposer, certifies that the only person or parties interested in this Proposal as principals are those named herein; that the Proposer has not, either directly or indirectly entered into any Agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the award of this Contract.

04/17/2025
Date

Proposer Signature

Docusign Envelope ID: E7BFD950-64EA-821D-8095-76AD824ED817

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

FORM CIQ

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

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

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

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

OFFICE USE ONLY

Date Received

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

Alliance 2020, Inc.

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 **Name of local government officer about whom the information is being disclosed.**

N/A

Name of Officer

4 **Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.**

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☐ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

5 **Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.**

N/A

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7 BJ Faulkes

Signature of vendor doing business with the governmental entity

04/17/2025

Date

Docusign Envelope ID: E7BFD950-64EA-821D-8095-76AD824ED817

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

(A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;

(B) a transaction conducted at a price and subject to terms available to the public; or

(C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

***

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds $2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than $100 in the 12-month period preceding the date the officer becomes aware that:

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

Docusign Envelope ID: E7BFD950-64EA-821D-8095-76AD824ED817

Exhibit VI
Equal Opportunity Clause

The applicant/Contractor hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:

During the performance of this Agreement, the Contractor agrees as follows:

(1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action 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. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.

(4) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other agreement or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Agreement or with any of the said rules, regulations, or orders, this Agreement may be canceled,

Docusign Envelope ID: E7BFD950-64EA-821D-8095-76AD824ED817

terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government Agreements or federally assisted construction Agreements in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontract or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant/Contractor further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the Agreement.

The applicant/Contractor agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of Contractor and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant/ Contractor further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a Contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon Contractor and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

Alliance 2020, Inc.
Contractor Company Name

Debbie Loyning, Chief Operating Officer
Name and Title

Signature

04/17/2024
Date

Docusign Envelope ID: E7BFD950-64EA-821D-8095-76AD824ED817

SECTION O – COST PROPOSAL

ATTACHED AS A SEPARATE FILE

Docusign Envelope ID: E7BFD950-64EA-821D-8095-76AD824ED817

If the Proposer has identified optional recommended services, the Proposer must provide cost details.

Description of Service	Response Time from Request	Quantity Ordered	Price Per Report	Extended Price
Personal Identification	Instant	XX	$6.95	#VALUE!
		(Discount quantity levels)	$xxx (discounted price)	#VALUE!
Biometric Verification	Instant	XX	$9.25	#VALUE!
		(Discount quantity levels)	$xxx (discounted price)	10000
Address Verification	Instant or 1-3 Days from Request	XX	$2.05	19000
		(Discount quantity levels)	$xxx (discounted price)	#VALUE!
Date of Birth Verification	Instant or 1-3 Days from Request	XX	$2.05	0
		(Discount quantity levels)	$xxx (discounted price)	0
Identity Verification (International)	Instant or 1-3 Days from Request	XX	$9.25	0
		(Discount quantity levels)	$xxx (discounted price)	0
Employment Verification	1-5 Days from Request	XX	$11.10	0
		(Discount quantity levels)	$xxx (discounted price)	0
Education Verification	1-5 Days from Request	XX	$11.10	0
		(Discount quantity levels)	$xxx (discounted price)	0
Credit History	Instant	XX	$12.05	0
		(Discount quantity levels)	$xxx (discounted price)	0
Professional License Verification	1-2 Days from Request	XX	$11.10	#VALUE!
		(Discount quantity levels)	$xxx (discounted price)	#VALUE!
Drug Screening Panel	Instant or 1-3 Days from Request	XX	$62.25 - $72.05 (Depends on panel)	#VALUE!
		(Discount quantity levels)	$xxx (discounted price)	#VALUE!
Social Media/Online Presence Screening	Instant	XX	$20.95	#VALUE!
		(Discount quantity levels)	$xxx (discounted price)	#VALUE!
Personal Reference	1-5 Days from Request	XX	$11.10	#VALUE!
		(Discount quantity levels)	$xxx (discounted price)	#VALUE!
Professional Reference	1-5 Days from Request	XX	$11.10	#VALUE!
		(Discount quantity levels)	$xxx (discounted price)	#VALUE!
Healthcare Compliance Search	N/A	XX	N/A	#VALUE!
Not on original bid.		(Discount quantity levels)	$xxx (discounted price)	#VALUE!
Liens, Judgements and Bankruptcies	N/A	XX	N/A	#VALUE!
Not on original bid.		(Discount quantity levels)	$xxx (discounted price)	#VALUE!
Form I-9 Verification	N/A	XX	N/A	#VALUE!
Not on original bid.		(Discount quantity levels)	$xxx (discounted price)	#VALUE!
Military Records	N/A	XX	N/A	#VALUE!
Not on original bid.		(Discount quantity levels)	$xxx (discounted price)	#VALUE!
Criminal Backgroung Search (International)	N/A		N/A	
Not on original bid.				

Please Note: All listed prices do not include third-party fees, court access fees, state MVR fees, drug testing fees, administrative fees, or other applicable external costs.

Docusign Envelope ID: E7BFD950-64EA-821D-8095-76AD824ED817

Tab 11 – Cost Proposal and Financial Stability Documents

Cost Proposal Notes

- Packages on the previous page are presented as samples. Final packages are subject to customization based on client needs. Pricing may vary depending on the searches included in the final packages.
- Package pricing is based on seven years' search including the primary name and one jurisdiction. If the applicant has worked or resided in additional jurisdictions over the past seven years, additional jurisdictions should be added at the search rate.
- Pricing does not include third-party court access fees, state access fees and other direct costs associated with the search. Third-party access fees and other direct costs are added to the package price.
- A County Criminal Search is a seven-year search that includes one jurisdiction. If an applicant has lived in multiple jurisdictions, additional fees apply upon request.
- Employment verifications: Many employers use third-party companies such as The Work Number or other sources. Third-party fees will be added to the total cost of the report.
- Educational verifications: Many institutions require verifications to be conducted though a third-party such as the National Student Clearinghouse. Third-party fees will be added to the total cost of the report.

Docusign Envelope ID: E7BFD950-64EA-821D-8095-76AD824ED817

Subcode: 107050 **Ordered:** 03/21/2025 16:26:01 CST
Transaction Number: C001209583
Search Inquiry: Alliance 2020/304 MAIN AVE S STE 101/RENTON/WA/98057/US/901986911
Model Description: Intelliscore Plus V2

Intelliscore Plus SM and BPR

Identifying Information

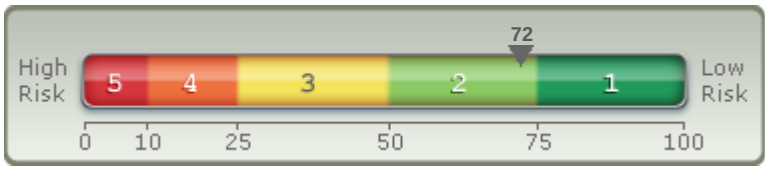
This information is the primary name and address for the business you inquired on. All data in this report pertains to the business.

ALLIANCE 2020, INC
304 MAIN AVE S STE 101
RENTON, WA 98057-2758

Business Identification Number:	901986911
Full Report Number:	FR-I001209583
Years on File:	16 (FILE ESTABLISHED 03/2009)
Date of Incorporation:	05/13/1987
SIC Code:	BACKGROUND SCREENING - 8399

Commercial Model

Current Intelliscore Plus Score: 72



This score predicts the likelihood of serious credit delinquencies for this business within the next 12 months. Payment history and public record along with other variables are used to predict future risk. Higher scores indicate lower risk.

Factors lowering the score

- LOW NUMBER OF RECENTLY REPORTED COMMERCIAL ACCOUNTS
- HIGH MAXIMUM COMMERCIAL ACCOUNT BAL IN THE LAST 12 MOS
- NUMBER OF COMMERCIAL ACCOUNTS WITH HIGH UTILIZATION
- LENGTH OF TIME ON EXPERIAN'S FILE

Risk Class: 2

LOW - MEDIUM RISK

The risk class groups scores by risk into ranges of similar performance. Range 5 is the highest risk, range 1 is the lowest risk.

Industry Risk Comparison
71% of businesses indicate a higher likelihood of severe delinquency.

TOP

Business Information - ALLIANCE 2020, INC

Business Credit Information		Business Legal Filings and Collections	
Current Days Beyond Terms (DBT):	0	Bankruptcy filings:	0
Monthly average DBT:	0	Tax lien filings:	0
Highest DBT previous 6 months:	0	Judgment filings:	0
Highest DBT previous 5 quarters:	0	Total collections:	0
Total continuous trades:	2	Sum of legal filings:	$0
Current continuous trade balance:	$0	UCC filings:	0
Trade balance of all trades (5):	$41,700	Cautionary UCC filings present?	No
Average balance previous 5 quarters:	$0		
Highest credit amount extended:	$0		
6 month balance range:	$0 - $0		

TOP

Trade Payment Information

Trade Payment Experiences (Trade Lines With an (*) after date are newly reported)					Account Status Days Beyond Terms						
Business Category	Date Reported	Last Sale	Payment Terms	Recent High Credit	Balance	Cur	1-30	31-60	61-90	91+	Comments
BUREAU	03/2025	03 /2025	NET 30		$0						

Docusign Envelope ID: E7BFD950-64EA-821D-8095-76AD824ED817

PACKAGING	03/2025	10 /2024	NET 30	$0	CUST 17 YR

TOP

Trade Payment Totals

Trade Payment Experiences					Account Status Days Beyond Terms				
Type	Lines Reported	Recent High Credit	Balance	Cur	1-30	31-60	61-90	91+	Comments
Continuously Reported	2	$0	$0						DBT: 0
Newly Reported	0								DBT:
Trade Lines Totals	**2**	**$0**	**$0**						**DBT: 0**

TOP

Additional Payment Experiences

Trade Payment Experiences (Trade Lines With an (*) after date are newly reported)							Account Status Days Beyond Terms				
Business Category	Date Reported	Last Sale	Payment Terms	Recent High Credit	Balance	Cur	1-30	31-60	61-90	91+	Comments
BANK CARD	02/2025		REVOLVE	$109,100	$1,500	100%					
COMMUNICTN	09/2024		VARIED	$700	$700	100%					
CRED CARD	02/2025		REVOLVE	$45,100	$39,500	100%					

TOP

Company Background Information

Corporate Registration

THE FOLLOWING INFORMATION WAS PROVIDED BY THE STATE OF WASHINGTON. THE DATA IS CURRENT AS OF 03/21/2025.
State of Origin: WA
Date of Incorporation: 05/13/1987
Current Status: Active

Business Type: Institutions - Profit
Charter Number: 601024970

Agent: BRADELY FAULKES
Agent Address: 304 MAIN AVE S STE 101 RENTON, WA

Additional Company Background Information

Key Personnel

Principal (s): KATHY FAULKES, PRES
BRADLEY J. FAULKES, VP
BILL WHITMAN, DIRECTOR

Operating Information

Business Type: Institutions
Primary SIC Code: BACKGROUND SCREENING - 8399
Secondary SIC Code: CREDIT REPORTING AGENCIES - 7323
Additional SIC Code: 6531 - 8111

Years in Business: 38
Number of Employees: 2
Sales: $322,000

TOP

CREDIT LIMIT: _____

TERMS: _____

COMMENTS: _____

_____

SIGNATURE:

TOP

Experian prides itself on the depth and accuracy of the data maintained on our databases. Reporting your customer's payment behavior to Experian will further strengthen and enhance the power of the information available for making sound credit decisions. Give credit where credit is due. Call 1-800-520-1221, option #4 for more information.

End of report

1 of 1 report

The information herein is furnished in confidence for your exclusive use for legitimate business purposes and shall not be reproduced. Neither Experian Information Solutions, Inc., nor their sources or distributors warrant such information nor shall they be liable for your use or reliance upon it.

© Experian 2025. All rights reserved. Privacy policy.
Experian and the Experian marks herein are service marks or registered trademarks of Experian.

Docusign Envelope ID: E7BFD950-64EA-821D-8095-76AD824ED817

If the Proposer has identified optional recommended services, the Proposer must provide cost details.

Description of Service	Response Time from Request	Quantity Ordered	Price Per Report	Extended Price
Personal Identification	Instant	XX	$6.95	#VALUE!
		(Discount quantity levels)	$xxx (discounted price)	#VALUE!
Biometric Verification	Instant	XX	$9.25	#VALUE!
		(Discount quantity levels)	$xxx (discounted price)	10000
Address Verification	Instant or 1-3 Days from Request	XX	$2.05	19000
		(Discount quantity levels)	$xxx (discounted price)	#VALUE!
Date of Birth Verification	Instant or 1-3 Days from Request	XX	$2.05	0
		(Discount quantity levels)	$xxx (discounted price)	0
Identity Verification (International)	Instant or 1-3 Days from Request	XX	$9.25	0
		(Discount quantity levels)	$xxx (discounted price)	0
Employment Verification	1-5 Days from Request	XX	$11.10	0
		(Discount quantity levels)	$xxx (discounted price)	0
Education Verification	1-5 Days from Request	XX	$11.10	0
		(Discount quantity levels)	$xxx (discounted price)	0
Credit History	Instant	XX	$12.05	0
		(Discount quantity levels)	$xxx (discounted price)	0
Professional License Verification	1-2 Days from Request	XX	$11.10	#VALUE!
		(Discount quantity levels)	$xxx (discounted price)	#VALUE!
Drug Screening Panel	Instant or 1-3 Days from Request	XX	$62.25 - $72.05 (Depends on panel)	#VALUE!
		(Discount quantity levels)	$xxx (discounted price)	#VALUE!
Social Media/Online Presence Screening	Instant	XX	$20.95	#VALUE!
		(Discount quantity levels)	$xxx (discounted price)	#VALUE!
Personal Reference	1-5 Days from Request	XX	$11.10	#VALUE!
		(Discount quantity levels)	$xxx (discounted price)	#VALUE!
Professional Reference	1-5 Days from Request	XX	$11.10	#VALUE!
		(Discount quantity levels)	$xxx (discounted price)	#VALUE!
Healthcare Compliance Search	N/A	XX	N/A	#VALUE!
Not on original bid.		(Discount quantity levels)	$xxx (discounted price)	#VALUE!
Liens, Judgements and Bankruptcies	N/A	XX	N/A	#VALUE!
Not on original bid.		(Discount quantity levels)	$xxx (discounted price)	#VALUE!
Form I-9 Verification	N/A	XX	N/A	#VALUE!
Not on original bid.		(Discount quantity levels)	$xxx (discounted price)	#VALUE!
Military Records	N/A	XX	N/A	#VALUE!
Not on original bid.		(Discount quantity levels)	$xxx (discounted price)	#VALUE!
Criminal Backgroung Search (International)	N/A		N/A	
Not on original bid.				

Please Note: All listed prices do not include third-party fees, court access fees, state MVR fees, drug testing fees, administrative fees, or other applicable external costs.