

EXHIBIT

“A”

**CITY OF ROUND ROCK AGREEMENT FOR
PROFESSIONAL CONSULTING SERVICES RELATED TO
EMPLOYEE BACKGROUND INVESTIGATIONS
WITH
KELMAR GLOBAL, INC.**

THE STATE OF TEXAS §
THE CITY OF ROUND ROCK § **KNOW ALL BY THESE PRESENTS**
COUNTY OF WILLIAMSON §
COUNTY OF TRAVIS §

THIS AGREEMENT for professional consulting services related to employee background investigations, and for related goods and services (referred to herein as the “Agreement”), is made and entered into on this _____ day of the month of _____, 2020 by and between the CITY OF ROUND ROCK, a Texas home-rule municipality, whose offices are located at 221 East Main Street, Round Rock, Texas 78664-5299 (referred to herein as the “City”), and KELMAR GLOBAL, INC., whose offices are located at 23119 IH-10 West, Building #6, San Antonio, Texas 78230 (referred to herein as “Kelmar Global”).

RECITALS:

WHEREAS, professional consulting services pertaining to conducting employee background investigations are desired by the City; and

WHEREAS, the City has determined that there is a need for the delineated services; and

WHEREAS, the City issued a Request for Proposal (“RFP”) for said services; and

WHEREAS, the City has determined that Kelmar Global, Inc. provides the best value to the City; and

WHEREAS, the parties desire to enter into this Agreement to set forth in writing their respective rights, duties, and obligations;

NOW, THEREFORE, WITNESSETH:

That for and in consideration of the mutual promises contained herein and other good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, it is mutually agreed between the parties as follows:

1.01 DEFINITIONS

A. **Agreement** means the binding legal contract between City and Kelmar Global whereby City agrees to buy specified services and Kelmar Global is obligated to provide same. The Agreement includes any exhibits, addenda, and or amendments thereto.

B. **City** means the City of Round Rock, Williamson and Travis Counties, Texas.

C. **Effective Date** means the date upon which the binding signatures of both parties to this Agreement are affixed.

D. **Force Majeure** means acts of God, strikes, lockouts, or other industrial disturbances, acts of the public enemy, orders of any kind from the government of the United States or the State of Texas or any civil or military authority, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, hurricanes, storms, floods, restraint of the government and the people, civil disturbances, explosions, or other causes not reasonably within the control of the party claiming such inability.

E. **Services** mean work performed to meet a demand or effort by Kelmar Global to comply with promised delivery dates, specifications, and technical assistance specified.

2.0 EFFECTIVE DATE, DURATION, AND TERM

A. This Agreement shall be effective on the date this Agreement has been signed by each party hereto, and shall remain in full force and effect unless and until it expires by operation of the term indicated herein, or is terminated or extended as provided herein.

B. This Agreement shall be for sixty (60) months from the effective date hereof.

C. City reserves the right to review the relationship with Kelmar Global at any time, and may elect to terminate this Agreement with or without cause or may elect to continue.

3.0 SCOPE OF SERVICES

Kelmar Global has issued its proposal for services, such proposal for services being attached to this Agreement as Exhibit "A" titled "Scope of Services," which shall be referred to as the Scope of Services of this Agreement and incorporated herein by reference for all purposes.

Kelmar Global shall satisfactorily provide all services described herein and as set forth in Exhibit "A." Kelmar Global shall perform services in accordance with this Agreement, in accordance with the appended Scope of Services and in accordance with due care and prevailing consulting industry standards for comparable services.

4.0 LIMITATION TO SCOPE OF SERVICES

Kelmar Global's undertaking shall be limited to performing services for City and/or advising City concerning those matters on which Kelmar Global has been specifically engaged. Kelmar Global and City agree that the Scope of Services to be performed is enumerated in Exhibit "A" and herein, and may be increased during the term of the Agreement to include financial services in addition to Purchasing Card Services, but only with a written Supplemental Agreement executed by both parties as described in Section 10.0.

5.0 CONTRACT AMOUNT

In consideration for the professional consulting services to be performed by Kelmar Global, City agrees to pay Kelmar Global an amount not-to-exceed **Seventy-Seven Thousand Nine Hundred Twenty-Five and No/100 Dollars (\$77,925.00)** to be paid as set forth in Exhibit "A" and herein.

6.0 INVOICE REQUIREMENTS; TERMS OF PAYMENT

Invoices: To receive payment, Kelmar Global shall prepare and submit detailed invoices to the City, in accordance with the delineation contained herein, for services rendered. Such invoices for professional services shall track the referenced Scope of Work, and shall detail the services performed, along with documentation for each service performed. Payment to Kelmar Global shall be made on the basis of the invoices submitted by Kelmar Global and approved by the City. Such invoices shall conform to the schedule of services and costs in connection therewith.

Should additional backup material be requested by the City relative to service deliverables, Kelmar Global shall comply promptly. In this regard, should the City determine it necessary, Kelmar Global shall make all records and books relating to this Agreement available to the City for inspection and auditing purposes.

Payment of Invoices: The City reserves the right to correct any error that may be discovered in any invoice that may have been paid to Kelmar Global and to adjust same to meet the requirements of this Agreement. Following approval of an invoice, the City shall endeavor to pay Kelmar Global promptly, but no later than the time period required under the Texas Prompt Payment Act described in Section 8.0 herein. Under no circumstances shall Kelmar Global be entitled to receive interest on payments which are late because of a good faith dispute between Kelmar Global and the City or because of amounts which the City has a right to withhold under this Agreement or state law. The City shall be responsible for any sales, gross receipts or similar taxes applicable to the services, but not for taxes based upon Kelmar Global's net income.

7.0 INSURANCE

Kelmar Global shall meet all City of Round Rock Insurance Requirements set forth at:
https://www.roundrocktexas.gov/wp-content/uploads/2014/12/corr_insurance_07.20112.pdf

8.0 PROMPT PAYMENT POLICY

In accordance with Chapter 2251, V.T.C.A., Texas Government Code, any payment to be made by the City to Kelmar Global will be made within thirty (30) days of the date the City receives goods under this Agreement, the date the performance of the services under this Agreement are completed, or the date the City receives a correct invoice for the goods or services, whichever is later. Kelmar Global may charge interest on an overdue payment at the “rate in effect” on September 1 of the fiscal year in which the payment becomes overdue, in accordance with V.T.C.A., Texas Government Code, Section 2251.025(b). This Prompt Payment Policy does not apply to payments made by the City in the event:

- (a) There is a bona fide dispute between the City and Kelmar Global, a contractor, subcontractor, or supplier about the goods delivered or the service performed that cause the payment to be late; or
- (b) There is a bona fide dispute between Kelmar Global and a subcontractor or between a subcontractor and its supplier about the goods delivered or the service performed that causes the payment to be late; or
- (c) The terms of a federal contract, grant, regulation, or statute prevent the City from making a timely payment with federal funds; or
- (d) The invoice is not mailed to the City in strict accordance with any instruction on the purchase order relating to the payment.

9.0 NON-APPROPRIATION AND FISCAL FUNDING

This Agreement is a commitment of the City’s current revenues only. It is understood and agreed that the City shall have the right to terminate this Agreement at the end of any City fiscal year if the governing body of the City does not appropriate funds sufficient to purchase the services as determined by the City’s budget for the fiscal year in question. The City may affect such termination by giving Kelmar Global a written notice of termination at the end of its then-current fiscal year.

10.0 SUPPLEMENTAL AGREEMENT

The terms of this Agreement may be modified by written Supplemental Agreement hereto, duly authorized by City Council or by the City Manager, if the City determines that there has been a significant change in (1) the scope, complexity, or character of the services to be performed; or (2) the duration of the work. Any such Supplemental Agreement must be executed by both parties within the period specified as the term of this Agreement. Kelmar Global shall not perform any work or incur any additional costs prior to the execution, by both parties, of such Supplemental Agreement. Kelmar Global shall make no claim for extra work done or materials furnished unless and until there is full execution of any Supplemental Agreement, and the City shall not be responsible for actions by Kelmar Global nor for any costs

incurred by Kelmar Global relating to additional work not directly authorized by Supplemental Agreement.

11.0 TERMINATION; DEFAULT

Termination: It is agreed and understood by Kelmar Global that the City or Kelmar Global may terminate this Agreement for the convenience of the City or Kelmar Global, upon thirty (30) days' written notice to Kelmar Global or City, with the understanding that immediately upon receipt of said notice all work being performed under this Agreement shall cease. Kelmar Global shall invoice the City for work satisfactorily completed and shall be compensated in accordance with the terms hereof for work accomplished prior to the receipt of said notice of termination. Kelmar Global shall not be entitled to any lost or anticipated profits for work terminated under this Agreement. Unless otherwise specified in this Agreement, all data, information, and work product related to this Project shall become the property of the City upon termination of this Agreement, and shall be promptly delivered to the City in a reasonably organized form without restriction on future use. Should the City subsequently contract with a new Kelmar Global for continuation of service on the Project, Kelmar Global shall cooperate in providing information.

Termination of this Agreement shall extinguish all rights, duties, and obligations of the terminating party and the terminated party to fulfill contractual obligations. Termination under this section shall not relieve the terminated party of any obligations or liabilities which occurred prior to termination.

Nothing contained in this section shall require the City to pay for any work which it deems unsatisfactory or which is not performed in compliance with the terms of this Agreement.

Default: Either party may terminate this Agreement, in whole or in part, for default if the Party provides the other Party with written notice of such default and the other fails to satisfactorily cure such default within ten (10) business days of receipt of such notice (or a greater time if agreed upon between the Parties).

If default results in termination of this Agreement, then the City shall give consideration to the actual costs incurred by Kelmar Global in performing the work to the date of default. The cost of the work that is useable to the City, the cost to the City of employing another firm to complete the useable work, and other factors will affect the value to the City of the work performed at the time of default. Neither party shall be entitled to any lost or anticipated profits for work terminated for default hereunder.

The termination of this Agreement for default shall extinguish all rights, duties, and obligations of the terminating Party and the terminated Party to fulfill contractual obligations. Termination under this section shall not relieve the terminated party of any obligations or liabilities which occurred prior to termination.

Nothing contained in this section shall require the City to pay for any work which it deems unsatisfactory, or which is not performed in compliance with the terms of this Agreement.

12.0 NON-SOLICITATION

Except as may be otherwise agreed in writing, during the term of this Agreement and for twelve (12) months thereafter, neither the City nor Kelmar Global shall offer employment to or shall employ any person employed then or within the preceding twelve (12) months by the other or any affiliate of the other if such person was involved, directly or indirectly, in the performance of this Agreement. This provision shall not prohibit the hiring of any person who was solicited solely through a newspaper advertisement or other general solicitation.

13.0 INDEPENDENT CONTRACTOR STATUS

Kelmar Global is an independent contractor, and is not the City's employee. Kelmar Global's employees or subcontractors are not the City's employees. This Agreement does not create a partnership, employer-employee, or joint venture relationship. No party has authority to enter into contracts as agent for the other party. Kelmar Global and the City agree to the following rights consistent with an independent contractor relationship:

- (1) Kelmar Global has the right to perform services for others during the term hereof.
- (2) Kelmar Global has the sole right to control and direct the means, manner and method by which it performs its services required by this Agreement.
- (3) Kelmar Global has the right to hire assistants as subcontractors, or to use employees to provide the services required by this Agreement.
- (4) Kelmar Global or its employees or subcontractors shall perform services required hereunder, and the City shall not hire, supervise, or pay assistants to help Kelmar Global.
- (5) Neither Kelmar Global nor its employees or subcontractors shall receive training from the City in skills necessary to perform services required by this Agreement.
- (6) City shall not require Kelmar Global or its employees or subcontractors to devote full time to performing the services required by this Agreement.
- (7) Neither Kelmar Global nor its employees or subcontractors are eligible to participate in any employee pension, health, vacation pay, sick pay, or other fringe benefit plan of the City.

14.0 CONFIDENTIALITY; MATERIALS OWNERSHIP

Any and all programs, data, or other materials furnished by the City for use by Kelmar Global in connection with services to be performed under this Agreement, and any and all data and information gathered by Kelmar Global, shall be held in confidence by Kelmar Global as set forth hereunder. Each party agrees to take reasonable measures to preserve the confidentiality of any proprietary or confidential information relative to this Agreement, and to not make any use thereof other than for the performance of this Agreement, provided that no claim may be made for any failure to protect information that occurs more than three (3) years after the end of this Agreement.

The parties recognize and understand that the City is subject to the Texas Public Information Act and its duties run in accordance therewith.

All data relating specifically to the City's business and any other information which reasonably should be understood to be confidential to City is confidential information of City. Kelmar Global's proprietary software, tools, methodologies, techniques, ideas, discoveries, inventions, know-how, and any other information which reasonably should be understood to be confidential to Kelmar Global is confidential information of Kelmar Global. The City's confidential information and Kelmar Global's confidential information is collectively referred to as "Confidential Information." Each party shall use Confidential Information of the other party only in furtherance of the purposes of this Agreement and shall not disclose such Confidential Information to any third party without the other party's prior written consent, which consent shall not be unreasonably withheld. Each party agrees to take reasonable measures to protect the confidentiality of the other party's Confidential Information and to advise their employees of the confidential nature of the Confidential Information and of the prohibitions herein.

Notwithstanding anything to the contrary contained herein, neither party shall be obligated to treat as confidential any information disclosed by the other party (the "Disclosing Party") which: (1) is rightfully known to the recipient prior to its disclosure by the Disclosing Party; (2) is released by the Disclosing Party to any other person or entity (including governmental agencies) without restriction; (3) is independently developed by the recipient without any reliance on Confidential Information; or (4) is or later becomes publicly available without violation of this Agreement or may be lawfully obtained by a party from any non-party. Notwithstanding the foregoing, either party will be entitled to disclose Confidential Information of the other to a third party as may be required by law, statute, rule or regulation, including subpoena or other similar form of process, provided that (without breaching any legal or regulatory requirement) the party to whom the request is made provides the other with prompt written notice and allows the other party to seek a restraining order or other appropriate relief. Subject to Kelmar Global's confidentiality obligations under this Agreement, nothing herein shall preclude or limit Kelmar Global from providing similar services for other clients.

Notwithstanding the foregoing, either party will be entitled to disclose Confidential Information of the other to a third party as may be required by law, statute, rule or regulation, including subpoena or other similar form of process, provided that (without breaching any legal

or regulatory requirement) the party to whom the request is made provides the other with prompt written notice and allows the other party to seek a restraining order or other appropriate relief. Subject to Kelmar Global's confidentiality obligations under this Agreement, nothing herein shall preclude or limit Kelmar Global from providing similar services for other clients.

Neither the City nor Kelmar Global will be liable to the other for inadvertent or accidental disclosure of Confidential Information if the disclosure occurs notwithstanding the party's exercise of the same level of protection and care that such party customarily uses in safeguarding its own proprietary and confidential information.

Notwithstanding anything to the contrary in this Agreement, the City will own as its sole property all written materials created, developed, gathered, or originally prepared expressly for the City and delivered to the City under the terms of this Agreement (the "Deliverables"); and Kelmar Global shall own any general skills, know-how, expertise, ideas, concepts, methods, techniques, processes, software, or other similar information which may have been discovered, created, developed or derived by Kelmar Global either prior to or as a result of its provision of services under this Agreement (other than Deliverables). Kelmar Global shall have the right to retain copies of the Deliverables and other items for its archives. Kelmar Global's working papers and Kelmar Global's Confidential Information (as described herein) shall belong exclusively to the Kelmar Global. "Working papers" shall mean those documents prepared by Kelmar Global during the course of performing the Project including, without limitation, schedules, analyses, transcriptions, memos, designed and developed data visualization dashboards and working notes that serve as the basis for or to substantiate the Project. In addition, Kelmar Global shall retain sole and exclusive ownership of its know-how, concepts, techniques, methodologies, ideas, templates, dashboards, code and tools discovered, created or developed by Kelmar Global during the performance of the Project that are of general application and that are not based on City's Confidential Information hereunder (collectively, "Kelmar Global's Building Blocks"). To the extent any Deliverables incorporate Kelmar Global's Building Blocks, Kelmar Global gives City a non-exclusive, non-transferable, royalty-free right to use such Building Blocks solely in connection with the deliverables. Subject to the confidentiality restrictions mentioned above, Kelmar Global may use the deliverables and the Building Blocks for any purpose. Except to the extent required by law or court order, City will not otherwise use, or sublicense or grant any other party any rights to use, copy or otherwise exploit or create derivative works from Kelmar Global's Building Blocks.

City shall have a non-exclusive, non-transferable license to use Kelmar Global's Confidential Information for City's own internal use and only for the purposes for which they are delivered to the extent that they form part of the Deliverables.

15.0 WARRANTIES

Kelmar Global represents that all services performed hereunder shall be performed consistent with generally prevailing professional or industrial standards, and shall be performed in a professional and workmanlike manner. Kelmar Global shall re-perform any work not in compliance with this representation.

16.0 LIMITATION OF LIABILITY

Should any of Kelmar Global's services not conform to the requirements of the City or of this Agreement, then and in that event the City shall give written notification to Kelmar Global; thereafter, (a) Kelmar Global shall either promptly re-perform such services to the City's satisfaction at no additional charge, or (b) if such deficient services cannot be cured within the cure period set forth herein, then this Agreement may be terminated for default.

In no event will Kelmar Global be liable for any loss, damage, cost or expense attributable to negligence, willful misconduct or misrepresentations by the City, its directors, employees or agents.

Neither party's liability, in contract, tort (including negligence) or any other legal or equitable theory, (a) shall exceed the professional fees paid or due to Kelmar Global pursuant to this Agreement or (b) include any indirect, incidental, special, punitive or consequential damages, even if such party has been advised of the possibility of such damages. Such excluded damages include, without limitation, loss of data, loss of profits and loss of savings of revenue.

17.0 INDEMNIFICATION

Kelmar Global shall save and hold harmless City and its officers and employees from all claims and liabilities due to activities of his/her/itself and his/her/its agents or employees, performed under this Agreement, which are caused by or which result from the negligent error, omission, or negligent act of Kelmar Global or of any person employed by Kelmar Global or under Kelmar Global's direction or control.

Kelmar Global shall also save and hold City harmless from any and all expenses, including but not limited to reasonable attorneys' fees which may be incurred by City in litigation or otherwise defending claims or liabilities which may be imposed on City as a result of such negligent activities by Kelmar Global, its agents, or employees.

18.0 ASSIGNMENT AND DELEGATION

The parties each hereby bind themselves, their successors, assigns and legal representatives to each other with respect to the terms of this Agreement. Neither party may assign any rights or delegate any duties under this Agreement without the other party's prior written approval, which approval shall not be unreasonably withheld.

19.0 LOCAL, STATE AND FEDERAL TAXES

Kelmar Global shall pay all income taxes, and FICA (Social Security and Medicare taxes) incurred while performing services under this Agreement. The City will not do the following:

- (1) Withhold FICA from Kelmar Global's payments or make FICA payments on its behalf;

- (2) Make state and/or federal unemployment compensation contributions on Kelmar Global's behalf; or
- (3) Withhold state or federal income tax from any of Kelmar Global's payments.

If requested, the City shall provide Kelmar Global with a certificate from the Texas State Comptroller indicating that the City is a non-profit corporation and not subject to State of Texas Sales and Use Tax.

20.0 COMPLIANCE WITH LAWS, CHARTER AND ORDINANCES

A. Kelmar Global, its subconsultants, agents, employees and subcontractors shall use best efforts to comply with all applicable federal and state laws, the Charter and Ordinances of the City of Round Rock, as amended, and with all applicable rules and regulations promulgated by local, state and national boards, bureaus and agencies. Kelmar Global shall further obtain all permits, licenses, trademarks, or copyrights required in the performance of the services contracted for herein, and same shall belong solely to the City at the expiration of the term of this Agreement.

B. In accordance with Chapter 2271, Texas Government Code, a governmental entity may not enter into a contract with a company for goods and services unless the contract contains written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of a contract. The signatory executing this Agreement on behalf of Kelmar Global verifies Kelmar Global does not boycott Israel and will not boycott Israel during the term of this Agreement.

21.0 FINANCIAL INTEREST PROHIBITED

Kelmar Global covenants and represents that Kelmar Global, its officers, employees, agents, subconsultants and subcontractors will have no financial interest, direct or indirect, in the purchase or sale of any product, materials or equipment that will be recommended or required hereunder.

22.0 DESIGNATION OF REPRESENTATIVES

The City hereby designates the following representative authorized to act on its behalf with regard to this Agreement:

Lisa Pierce-Jones
Assistant Director of Human Resources
231 East Main Street
Round Rock, TX 78664
(512) 218-5492
lpiercejones@roundrocktexas.gov

23.0 NOTICES

All notices and other communications in connection with this Agreement shall be in writing and shall be considered given as follows:

- (1) When delivered personally to recipient's address as stated herein; or
- (2) Three (3) days after being deposited in the United States mail, with postage prepaid to the recipient's address as stated in this Agreement.

Notice to Kelmar Global:

Kelmar Global, Inc.
23119 IH-10 West, Building #6
San Antonio, TX 78257

Notice to City:

City Manager, City of Round Rock
221 East Main Street
Round Rock, TX 78664

AND TO:

Stephan L. Sheets, City Attorney
309 East Main Street
Round Rock, TX 78664

Nothing contained in this section shall be construed to restrict the transmission of routine communications between representatives of the City and Kelmar Global.

23.0 APPLICABLE LAW; ENFORCEMENT AND VENUE

This Agreement shall be enforceable in Round Rock, Texas, and if legal action is necessary by either party with respect to the enforcement of any or all of the terms or conditions herein, exclusive venue for same shall lie in Williamson County, Texas. This Agreement shall be governed by and construed in accordance with the laws and court decisions of Texas.

24.0 EXCLUSIVE AGREEMENT

The terms and conditions of this Agreement, including exhibits, constitute the entire agreement between the parties and supersede all previous communications, representations, and agreements, either written or oral, with respect to the subject matter hereof. The parties expressly agree that, in the event of any conflict between the terms of this Agreement and any other writing, this Agreement shall prevail. No modifications of this Agreement will be binding on any of the parties unless acknowledged in writing by the duly authorized governing body or

representative for each party.

25.0 DISPUTE RESOLUTION

The City and Kelmar Global hereby expressly agree that no claims or disputes between the parties arising out of or relating to this Agreement or a breach thereof shall be decided by any arbitration proceeding, including without limitation, any proceeding under the Federal Arbitration Act (9 USC Section 1-14) or any applicable state arbitration statute.

26.0 SEVERABILITY

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

27.0 STANDARD OF CARE

Kelmar Global represents that it is specially trained, experienced and competent to perform all of the services, responsibilities and duties specified herein and that such services, responsibilities and duties shall be performed, whether by Kelmar Global or designated subconsultants, in a manner acceptable to the City and according to generally accepted business practices.

28.0 GRATUITIES AND BRIBES

City, may by written notice to Kelmar Global, cancel this Agreement without incurring any liability to Kelmar Global if it is determined by City that gratuities or bribes in the form of entertainment, gifts, or otherwise were offered or given by Kelmar Global or its agents or representatives to any City Officer, employee or elected representative with respect to the performance of this Agreement. In addition, Kelmar Global may be subject to penalties stated in Title 8 of the Texas Penal Code.

29.0 RIGHT TO ASSURANCE

Whenever either party to this Agreement, in good faith, has reason to question the other party's intent to perform hereunder, then demand may be made to the other party for written assurance of the intent to perform. In the event that no written assurance is given within the reasonable time specified when demand is made, then and in that event the demanding party may treat such failure an anticipatory repudiation of this Agreement.

30.0 MISCELLANEOUS PROVISIONS

Time is of the Essence. Kelmar Global agrees that time is of the essence and that any failure of Kelmar Global to complete the services for each Phase of this Agreement within the agreed Exhibit "A" may constitute a material breach of the Agreement.

Kelmar Global shall be fully responsible for its delays or for failures to use reasonable efforts in accordance with the terms of this Agreement. Where damage is caused to City due to Kelmar Global's failure to perform in these circumstances, City may withhold, to the extent of such damage, Kelmar Global's payments hereunder without a waiver of any of City's additional legal rights or remedies. City shall render decisions pertaining to Kelmar Global's work promptly to avoid unreasonable delays in the orderly progress of Kelmar Global's work.

Force Majeure. Notwithstanding any other provisions hereof to the contrary, no failure, delay or default in performance of any obligation hereunder shall constitute an event of default or breach of this Agreement, only to the extent that such failure to perform, delay or default arises out of causes beyond control and without the fault or negligence of the party otherwise chargeable with failure, delay or default; including but not limited to acts of God, acts of public enemy, civil war, insurrection, riots, fires, floods, explosion, theft, earthquakes, natural disasters or other casualties, strikes or other labor troubles, which in any way restrict the performance under this Agreement by the parties.

Section Numbers. The section numbers and headings contained herein are provided for convenience only and shall have no substantive effect on construction of this Agreement.

Waiver. No delay or omission by either party in exercising any right or power shall impair such right or power or be construed to be a waiver. A waiver by either party of any of the covenants to be performed by the other or any breach thereof shall not be construed to be a waiver of any succeeding breach or of any other covenant. No waiver of discharge shall be valid unless in writing and signed by an authorized representative of the party against whom such waiver or discharge is sought to be enforced.

Multiple Counterparts. This Agreement may be executed in multiple counterparts, which taken together shall be considered one original. The City agrees to provide Kelmar Global with one fully executed original.

[Signatures on the following page.]

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates hereafter indicated.

City of Round Rock, Texas

By: _____
Printed Name: _____
Title: _____
Date Signed: _____

For City, Attest:

By: _____
Sara L. White, City Clerk

For City, Approved as to Form:

By: _____
Stephan L. Sheets, City Attorney

Kelmar Global, Inc.

By: Kelly E. Riddle
Printed Name: Kelly E. Riddle
Title: President
Date Signed: 9/15/2021



**Proposal for Background Investigation
Services
RFP # 21-004REBID**

**Proposal for the
City of Round Rock**

Exhibit "A"

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Proof of Liability Insurance
Proof of Licensing
Proof of Good Standing with State Comptroller
Letter of Good Standing from Bank
Dunn & Bradstreet Report

Section Three:

Report Examples

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RFP Documents

SOLICITATION #: 21-004REBID Background Check

DUNS #: 80-972-7423

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Exhibit "A"



June 29, 2021

City of Round Rock
Attn: Adam Gagnon
Purchasing Division
221 East Main Street
Round Rock, Texas 78664-5299

Re: Background Checks

Dear Committee Members:

As your current vendor, Kelmar Global is honored to present our proposal on the above mentioned RFP. Our agency has extensive experience in background investigations and interview techniques. We have provided investigative services for more than 30 years and are confident our expertise, support, and services will exceed your expectations. We currently provide these services for other city, county, and government agencies including the University of Texas – El Paso, Albuquerque ISD, Bexar County (San Antonio), Harris County (Houston), the State of Texas, and others. Our company is properly licensed with the Texas Private Investigator licensing board and the Secretary of State.

As a brief introduction, Kelmar Global is a licensed private investigation agency, incorporated in Texas in 1989 and based in San Antonio. We have a Regional Office in Dallas, Houston and Nashville among other locations. Kelmar Global is 100% U.S. owned and all agents and customer service personnel are U.S. based. We are also licensed in numerous states including FL, GA, OK, AZ, TN, OH, IL, CA, etc. While most states do not require a background screening company to be licensed and no regulatory agency has direct supervision over them, Kelmar Global is a fully licensed private investigation company. We are in a unique position to assist your agency due to our diversity in all aspects of investigations. With a full complement of field investigators, Kelmar can provide a greater level of service, answers, and results. A dedicated account representative that is a licensed investigator with a working knowledge of the criminal justice system will be assigned to work with your staff as needed. Our company owns and operates a training academy for those in our industry and our investigators are required to attend regular training to be kept up-to-date on laws, policies, and procedures.

Exhibit "A"

Our company serves a wide variety of clients including government agencies, corporations, insurance companies, law firms, and small businesses. Our management team is strong and includes former law enforcement personnel with expertise in all facets of investigations.

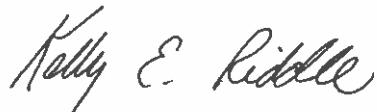
Kelmar Global provides our clients with the ability to obtain instant search results through our database coined RecordPros.net. Your account administrator(s) can dictate what searches are available to your staff and invoice details are always available for viewing. Our system is secure and is completely compliant with the Fair Credit Reporting Act, the Gramm-Leach Bliley Act, the Federal Drivers Privacy Protection Act, and all applicable laws. Kelmar Global commits to provide the services outlined in the RFP within the time-frames set forth. Our dedication to customer satisfaction is reflected in our 99% client retention and satisfaction rating.

Our company belongs to 24 trade associations and our President is a Past-President of the Texas Assoc. of Licensed Investigators. We are also members of the National Association of Professional Background Screeners and are regulated by the state PI licensing agencies. Through these we are able to keep abreast of changes that affect our industry and we alert our clients regarding compliance issues. Additionally, Kelmar Global is Safe-Harbor Certified.

We have read, understand, and accept each Section of this RFP including the proposed contract. The key personnel named in the staffing plan will be assigned to this project, unless such employment is terminated. At this time, we are submitting a proposal only for background screening services.

For more information, I would request that you visit our web site at <http://www.kelmarglobal.com>. You may also reach me personally through my email, kelly@kelmarglobal.com. We hope you will allow our "relentless pursuit of excellence" to be a positive contribution to your organization. Once again, thank you for your consideration.

Respectfully,



Kelly E. Riddle
President

Exhibit "A"

EXECUTIVE SUMMARY

"Relentless Pursuit of Excellence"

Kelmar Global has a 30-year track record of providing background and investigative services successfully for our clients and are confident this experience will greatly benefit your organization. We understand that your agency has the mission of facilitating the efficient hiring of qualified candidates for the various departments within your organization. As part of this process, our goal is to provide timely and accurate background reports while also offering the highest level of service, reliability, and consistency.

Kelmar Global stream-lines the screening process by providing a system that is extremely user-friendly with easy to understand results that enable our clients to make informed hiring decisions. With respect to risk and liability, we realize that it doesn't matter how many people an organization hires – it matters how many people they hire that they should not have hired. Our company is therefore not driven solely by revenue but with the concern for providing the best record search results possible.

To enhance the customer service and turn-around time, our background screening services are centralized at our corporate facility in San Antonio, Texas with additional field representatives in most states as well as in many international locations. Employees are required to follow stringent quality management standards. Through our documented Quality Control procedures we supply consistency and integrity resulting in the highest quality and competency levels.

Kelmar Global is a licensed private investigation company that is regulated by the various state licensing boards that oversees our services including required continuing education. Our screening services meets and exceeds the mission requirements and specific needs detailed in the RFP. The system is secure and is completely compliant with the Fair Credit Reporting Act, the Gramm-Leach Bliley Act, the Federal Drivers Privacy Protection Act, and all applicable laws.

User-Friendly Technology

- ✓ Access to our database is done behind the scenes by our staff and requires a new client to provide a list of administrators for the account. Kelmar Global will establish an account and the administrators have full access including adding users and giving the users limited or full use of the system. We are able to provide sub-accounts to enable easy tracking based on departments, campuses, etc. The account is usually set up with pre-programmed packages as outlined within the RFP and the user simply selects the package of searches to run.
- ✓ Invoicing and reports are configurable based on the client's specific needs.
- ✓ Reports are systematically flagged for "Needs Review" and can easily be identified within a list of reports.
- ✓ Implementation of the Kelmar Global system with applicant tracking systems is possible and is a fairly easy process. We currently use background screening software that supports an XML gateway for information exchange with third-party systems. The specifications for this gateway can be obtained under an NDA. While the interface is designed to accept XML requests formatted according to the specification, we have the flexibility to accommodate alternative XML schemas. Currently, our background screening software has successfully

Exhibit "A"

interfaced with 14 third-party HR Applicant Tracking and Property Management Tenant Tracking systems. We have enjoyed great success with our established track record and are continuing to expand our integrations with several other projects currently underway.

Training & Support

Different training opportunities are available to clients both initially and as needed. We also provide a user and reference manual along with a PowerPoint presentation for reference.

- ✓ The most requested and effective method has proven to be conference calling that allows the user to sit at their individual computer as they are guided through using the system.
- ✓ Go-To-Meetings allow the users to login to a secure meeting and observe the computer of the Kelmar Global trainer.
- ✓ In person training can be provided if the client prefers this method.
- ✓ Because RecordPros is so user friendly, a typical training session lasts 30-45 minutes. Once trained, the user can begin to utilize the search system and the account managers often guide the user through 4-5 of their next entries and then monitor the searches for any obvious needs or added assistance.
- ✓ We also provide a PowerPoint presentation with audio guides thru each screen.

Compliance

- ✓ Kelmar Global belongs to 24 trade associations including the National Association of Professional Background Screeners.
- ✓ All Kelmar Global employees are licensed private investigators with a working knowledge of the criminal justice system who have been trained on privacy issues. Continuing education is a requirement for private investigator licenses and our staff is continually upgrading both our personal skill set as well as communicating important information to our clients.
- ✓ Our system has required fields that must have information entered before the user can progress further. There are also reference buttons for quickly looking up a particular county or determining whether or not a previous search has been conducted. Necessary information on the candidate includes their name, date of birth, social security, and last known address. This serves to insure the records that return are truly associated with the right individual. Should a criminal record be found, the account manager verifies the information before allowing the information to be posted to the user's view.
- ✓ Our system includes adverse action letters that can be generated to insure compliance by the client. Should information in the background search rule out a candidate for employment, an appropriate letter can be activated and sent to the candidate per the requirements of the Fair Credit Reporting Act.

Customer Service

- ✓ Our clients have direct access to the customer service representatives including the Background Manager and Project Manager. You can email our experienced staff who monitor emails throughout the day and are available by phone 7:00am – 7:00pm with after-hours on-call availability.
- ✓ Kelmar Global can easily handle fluctuations in the client's hiring practices and direct data in-put is available as well as batch up-loading.
- ✓ Our client manual is a useful tool that provides finger-tip answers to many questions.

Exhibit "A"

- ✓ Kelmar Global can assist applicants with dispute resolution by guiding the applicant in a timely and professional manner.

Secure Website Administration

- ✓ **Client User** – Online entry and retrieval by client's designated users
- ✓ **Candidate's Quick Application** – Applicant receives an email who enters their information to allow background searches to be initiated
- ✓ **Batch File Upload** – Bulk data can be transmitted via our secure method
- ✓ **Administrative Reports** – Client administrator can view statistical information and ratios, invoices and other similar reports
- ✓ **Web-Link** – A link can be provided for you to place on your HR website. The candidates can use this to enter their personal information. Once completed, our system can be set to automatically process the searches or require your review.

Report Adjudication

- ✓ **Red Flags** – Our system automatically flags all reports with adverse information and a red flag icon is displayed next to the record list to insure the user pays close attention
- ✓ **Notifications** – Users receive notifications via email regarding the status of reports. We can notify you when searches are accepted, pending, or completed. If the user wants to limit emails, we can send an email just when the search is completed.

Management Reports

- ✓ **Reports** – The administrator has access to the Utilities portion of our site that allows statistical information to be obtained and reviewed. Reports can be generated regarding hit ratios, turn-around statistics, completed and pending report status ratios and a host of similar management reports.
- ✓ **Invoicing and Reports** – Each can be done in a summarized or detailed report and can be performed by department, campus, location or other designated qualifiers.

Safe Harbor Certified

- ✓ **Safe Harbor Certification #826** - compliance with the U.S.-EU Safe Harbor Framework and the U.S.-Swiss Safe Harbor Framework

Exhibit "A"

KELMAR GLOBAL BUSINESS REFERENCES
Kelmar Global has more than 500 clients including the following:

Example of Kelmar Global's clients:

Texas Agriculture Commission	National Basketball Association (NBA)
Dallas County (Dallas, TX)	Coalition to Advance Protection of Sports Logos
City of Roanoke, VA	Recording Industry of America (RIAA)
Williamson County, TN	Toyota, Inc.
Horry-Georgetown Technical Colleges	Deloitte, Inc.
Chicago Metropolitan Water District	Time Warner Cable
Albuquerque Public Schools, NM	Valero Energy
Bloomfield Public Schools, NM	CPS Energy
Jefferson County (Birmingham), AL	Lewis Energy
San Jacinto River Authority, TX	EOG Energy
City of Austin, TX	Canadian Pacific Railway
City of Phoenix, AZ	Alaska Railroad Corp.
Cornerstone Church, San Antonio, TX	City of Tallahassee, FL
Webb County (Laredo), TX	Illinois Board of Education
City of San Antonio, Tx	HEB Grocery Co.
San Antonio Water Systems	Luby's Cafeterias
Texas Department of Transportation	Big Red Bottling Co.
Bexar County (San Antonio), TX	Pepsi Bottling Co.
Russell Sporting Goods	Levi-Strauss
Sea World of Texas	AT & T Communications
Scan Source, Inc.	Bridgestone Tires
Wal-Mart	Whataburger Restaurants
National American Insurance Co.	Prudential Insurance
Hartford Insurance	Sentry Insurance
Dairyland Insurance	U.S. Air Force Insurance Fund
USAA Insurance	Great West Insurance
NBC Bank	Frost Bank
Super S Foods	Gerlands Food Stores
Landstar Trucking	P.A.M Trucking
Rush Trucking	Lennox International
Hobby Lobby Craft Stores	Alamo Community Colleges
Sanifresh/Kimberly Clarke	McFall, Breitbeil & Schults
Fulbright & Jaworski Law Firm	Cox & Smith Law Firm

Exhibit "A"

Information Specific to Kelmar Global

- 1) Our agency adheres to the highest standards within the industry as outlined below:
 - a) *The PI Institute of Education* (www.piinstitute.com) is a subsidiary of Kelmar Global. Through this school, investigators throughout the U.S. are provided training, continuing education, and tools for professional performance of their jobs. Investigators for Kelmar Global are required to attend classes on a regular basis.
 - b) *Books and Resources*: The President of Kelmar Global has published 10 books related to the PI industry. These books and information are provided to our staff investigators to increase their knowledge and professional standards. (2) In addition to the books, the President of Kelmar Global created software known as "Internet on Demand" sold to other PI's and the public. This software includes more than 100 pages of topic related websites to perform investigations and is used routinely by Kelmar Global personnel.
 - c) *Associations*: Kelmar Global maintains membership in more than twenty-four (24) industry associations to promote the industry, obtain additional training of our personnel and to use the tools and information available on behalf of our clients. These include the

Texas Association of Licensed Investigators (TALI-Past President),
National Assoc of Professional Background Screeners (NAPBS)
National Assoc of Investigative Specialists (NAIS)
National Assoc of Legal Investigators (NALI)
International Intelligence Network (Intellenet)
Florida Assoc of Private Investigators (FAPI)
American Society of Industrial Security (ASIS)
U.S. Assoc of Private Investigators (USAPI)
Assoc of Christian Investigators (ACI) *Founder
World Investigators Network (WIN)
Council of International Investigators (CII)
Trucking Industry Defense Assoc (TIDA)
PI Assoc of California (PICA)
Assoc of Security Services & Investigators of Texas (ASSIST)
 - d) *Association of Christian Investigators*: The President of Kelmar Global is the Founder and President of the Association with more than 1000 members in 45 states and 8 countries. The association helps promote integrity within the industry and provides assistance for members by other members.

Exhibit "A"

COMPANY FLOW CHART

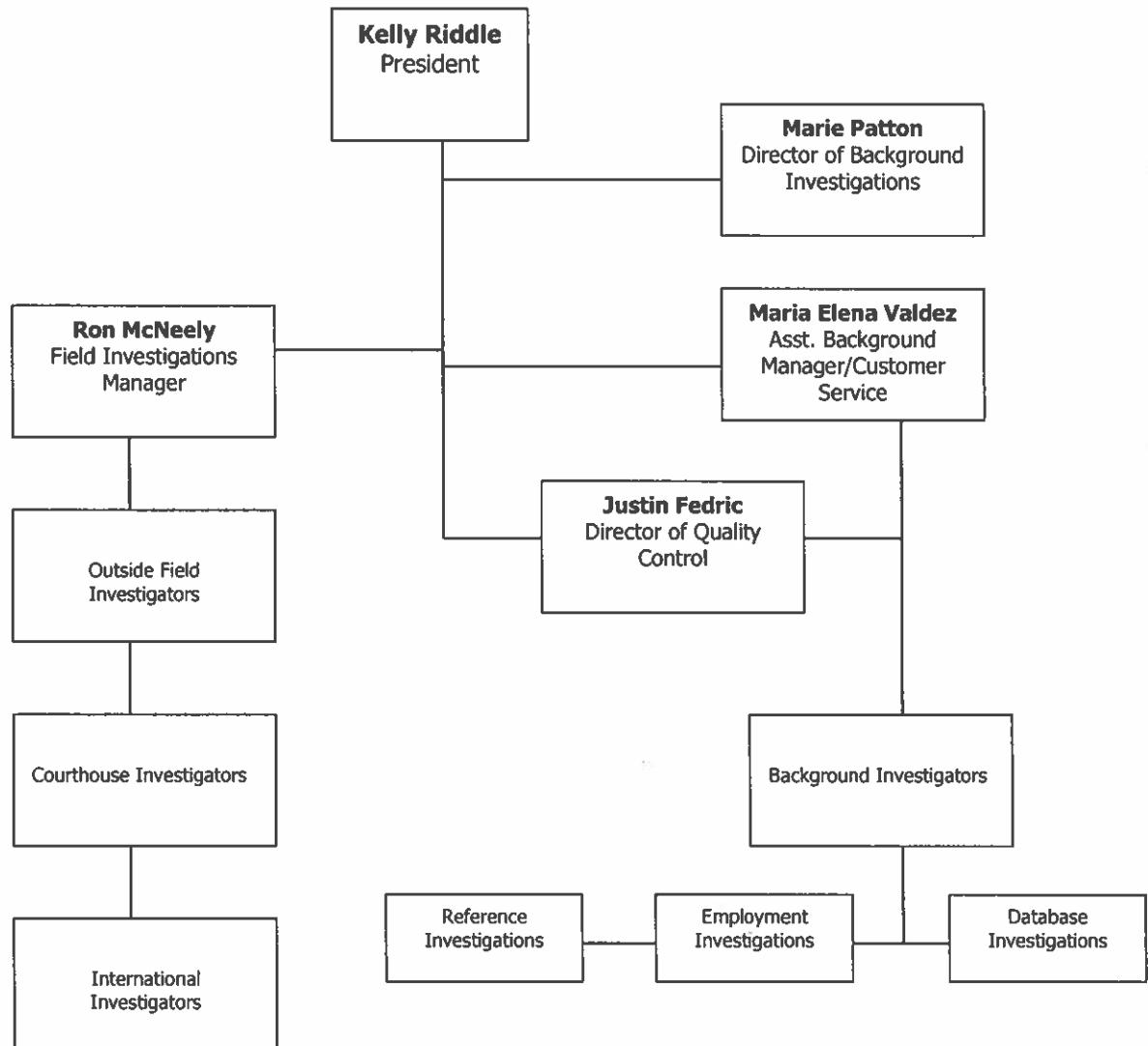


Exhibit "A"

KEY PERSONNEL RESUMES

KELLY E. RIDDLE KELMAR GLOBAL

2553 Jackson Keller Rd., Ste. 200
San Antonio, TX 78230
o. 210-342-0509
f. 210-342-0731
Email: Kelly@KelmarGlobal.com

Accomplishments

AWARD AND ACCOMPLISHMENTS

- ✓ Selected "Investigator of the Year 1997-98" by N.A.I.S.
- ✓ Selected as the "#1 PI in the U.S." by the PI Magazine
- ✓ Selected as "One of the Top 25 PI's of the Century" by N.A.I.S.
- ✓ Achieved "Texas Certified Investigator" designation (less than 50 in TX).
- ✓ Public Relations committee for the Council of International Investigators
- ✓ President 2010-2012 Texas Assoc. of Licensed Investigators (TALI)
- ✓ President-Elect 2009-2010 Texas Assoc. of Licensed Investigators (TALI)
- ✓ Board of Directors 2007-2009 Texas Assoc. of Licensed Investigators (TALI)
- ✓ Board of Directors (former) Freedom of Information Foundation of Texas
- ✓ Author of the Year by National Assoc. of Legal Investigators
- ✓ Hall of Fame member of National Assoc. of Investigative Specialists
- ✓ "The Art of Surveillance" was chosen "Book of the Year 1997-98"
- ✓ Recipient of the 2013 Hudgins-Sallee award, the highest recognition presented by TALI
- ✓ Advisory Board – Florida Assoc. of Private Investigators
- ✓ Recipient of the Author's Award 2004 – National Association of Legal Investigators

Experience

KELMAR & ASSOCIATES Owner/President/Investigator 1989 - Present

Responsible for directing upper management and insuring daily operations are successfully accomplished. Responsibilities include establishing internal standards, budgets, company growth.

P.I. INSTITUTE OF EDUCATION Founder/President 1995 - Present Responsible for developing curriculum for continuing education courses for P.I.s, as well as instructing. The school and curriculum are approved by the Board of P.I.'s and Board of Insurance. A three month curriculum was developed and encompasses all aspects of loss prevention, insurance claims and investigations.

BUSINESS RISK INTERNATIONAL Private Investigator 1987 – 1989 Responsible for initiating an insurance investigation division, developing manuals and marketing strategies and administering daily operations of the 26 offices conducting insurance investigations.

Exhibit "A"

TRANSAMERICA INSURANCE Insurance adjuster/investigator 1985 – 1987
Conducted Insurance fraud investigations and helped establish the Special Investigations Unit. Provided workman's compensation, liability and arson investigations. Responsible for creating all formats for operation by SIU division.

EMPLOYERS INSURANCE OF TEXAS Insurance adjuster/investigator 1984 – 1985
Responsible for investigating workman's compensation fraud, obtaining video footage and working with workman's compensation board to resolve claims.

FLORENCE, AL. POLICE DEPT. Police officer/investigator 1980 – 1984
Duties included being a training officer, evidence technician, photography technician, PEI/Breathalyzer Operator, SWAT team, EMT, juvenile specialist, traffic investigator.

MUSCLE SHOALS, AL. POLICE DEPT. Police Officer/Communications Officer 1977 - 1980
Responsible for maintaining NCIC information, records and dispatching. Promoted to police officer.

Personal

Education Bachelor of Science, Criminal Justice, University of North
EMT Certification, Muscle Shoals Trade School
Police Certification, Jacksonville State University
Numerous industry related seminars, certificates available for review

Designations Designated an expert in physical surveillance by the NAIS
Designated an expert in insurance investigations by the NAIS
Certified Instructor by the State Board of Private Investigators
Certified Instructor by the State Board of Insurance

Guest Speaker Mr. Riddle is the author of 10 books and has published more than 40 articles. He has been the guest speaker at more than 400 events and has been on national TV, radio and newspapers.

Professional Organizations

TALI,NAIS,INTELLENET,NALI,FAPI,CALI,ASIS,NCIIS,USAPI,ACI,PICA,WIN,CII,NLLI,CTIP,
CLEAR,IOPIA,TIDA,ASSIST,ISPLA,COAL

Founder: Coalition of Association Leaders (COAL) and the Assoc. of Christian Investigators (ACI)

DESIGNATED ACCOUNT REPRESENTATIVES

The following are summaries of team members and support personnel for this project:

Exhibit "A"

MARIE E. PATTON	Background Manager	2003 – Present
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Email: Marie@KelmarGlobal.com

- Supervising office staff and background investigations
- Maintaining flow of operations and record searches
- Coordination with field support personnel

MARIA ELENA VALDEZ	Asst. Background Manager/Customer Service	2008 – Present
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Email: MariaElena@KelmarGlobal.com

- Overseeing daily operations and records searches
- Overseeing customer service concerns

JUSTIN FEDRIC	Director of Quality Control	2016 – Present
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Email: Justin@KelmarGlobal.com

- Supervision of Quality Control and timelines
- Compliance reviews
- Record reviews

RON MCNEELY	Vice-President	2003 – Present
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Email: Ron@KelmarGlobal.com

- Supervision of Support Staff
- Supervision of Field Investigators
- Co-ordinate Case Activity and Reports between Clients and Kelmar Global

OPERATIONAL OVERVIEW

Exhibit "A"

Our user-friendly Internet background screening site provides access to the most current and reliable information available, in most cases, instantaneously upon request. Kelmar uses the latest technology that enables a real-time connection with county courts and most government records. For those situations that require a greater degree of analysis, Kelmar Global maintains a full staff of licensed private investigators, available for additional research requirements. Our company has been in existence since 1989 and is comprised of former law enforcement officials. This expertise and understanding of the criminal justice system provides our clients with greater insight into records, dispositions, and information. Some of the unique attributes of our site and information include:

- Real-time, immediate results
- No membership or annual fees
- Client administrator can add or delete users
- User passwords required to be changed every 90 days
- Pre-set “packages” of record searches can be programmed so the client does not have to re-select the same searches each time
- Adverse action letters available for automatic FCRA compliance
- Jurisdiction look-up tool for more accurate searches
- I-9 Alien form scan available with automatic evaluation at pre-set intervals
- Applicant interface available – allows applicant to complete on-line pre-employment or background screening form and email to client for submittal
- Web-link on your site. Candidates use to enter their personal data and the searches are conducted automatically or upon further review.
- Email notification available when reports are complete
- Pre-search screening – notifies client if previous searches have been conducted on a subject (prevents duplication of records and charges)
- Domestic and Internationally searches available
- Automatic detailed and summary account reports generated

Use and Set Up: Once Kelmar Global is selected as the vendor, an interview with the client's designated personnel will be conducted to determine the administrator(s), users, and security configurations. A review of record searches will be conducted to determine any pre-set package (searches) the client may want available. The account can be operational within one day of contract award.

Training: The RecordPros database is an Internet based system based on readily identifiable point and click tabs with fill in the blank prompts. Because this is such a user-friendly system, 95% of our clients have chosen to have training conducted via telephone so the user can be at their computer and can be guided through a “how to use the database” presentation. Training typically takes 30-45 minutes and can be scheduled at your convenience. An example of the screens encountered is included in the attached documents. In addition, all clients receive a PowerPoint presentation that also serves as a reference guide for future use. Clients also receive a user's guide that can be distributed to all users. Should the client request one-on-one or classroom training, this is available. No labor costs are charged and only applicable travel related costs will apply. Customer service is available 24/7 to handle any questions.

Exhibit "A"

Sources: Our database has pre-screened and pre-selected databases that in the majority of searches provide information instantly. These sources include repositories of data from county, state, federal, and national records. Due to different geographic locations differing on the information available, we are able to set the best vendor for our system to use based on quality of record and price. Some of our specific sources include:

- Department of Public Safety
- Department of Corrections
- Administration of the Court
- Office of Foreign Assets Control (OFAC) Nationals List
- General Services Watch List
- CIA Public Exposed List
- United Nations Sanctions List
- World Bank Ineligible List
- U.S. Federal Courts (Pacer)
- National Sex & Violent Offender Database

Kelmar Global is able to comb more than 285 million criminal records throughout the U.S. as well as more than 2.5 million photos. Our SSN validation combines the social security validation with the death master index and the consumer HAWK alert to uncover alias names, maiden names, possible fraud, and differences in reported dates of birth.

Our statewide instant criminal history searches provide the absolute "total package" for one single cost that outshines our competitors. In addition to searching the criminal records compiled in the counties, Department of Corrections and Administration of the Court, our instant statewide criminal searches also include the National Sex & Violent Offender database, the Foreign Nationals database, the Financial Crimes Enforcement Network Actions database, and the HUD Limited Denials of Participation List database, all for one low price!

Turn Around Time: Many of our database searches return the information immediately. In some cases, the only way for us to efficiently return the information is by cutting and pasting into our system after obtaining the information from our various sources. Normal turn around time for Domestic searches is instant and/or 2 business days. The turn around time for International searches are 5-7 business days.

Order Placing: Clients can access us through our main site, www.kelmarglobal.com or go directly to the record search site, www.recordpros.net to place an order. We also accept email, telephone, and faxed orders. The user can use the QuickApp which will send the applicant an email where they input their data, saving the user time and insuring correct data entry. We can also put a link on your HR site where the candidate can log in, enter their information, and initiate the process.



Exhibit "A"

Payment: Clients are billed monthly, due upon receipt. Our client's administrators, if using the on-line database, can also via current and former invoices. Credit card authorizations are accepted through written format. Once the credit card account is established, verbal authorization is accepted with the PIN# provided.

Record Dispute: Our system allows the client to send FCRA compliant adverse action letters automatically. However, should a person dispute the record, our office will make every attempt to assist in clarifying the information and mediate to a successful conclusion. Should our office be unable to solve the issue, we will provide the person with the source (court, police department, etc) to allow them to resolve the issue. Since we are merely providing information from a particular first-hand source, it is not within our scope to change or alter the record. Our agency makes every reasonable effort to insure information provided is correct based on known identifiers such as name, date of birth, social security number, address, etc.

Service and Support: Our system is operating at a 99.4 % operational rate and typically we may encounter a short 5-10 minutes down time for a particular record source due to that agency experiencing a problem. When this occurs, our clients receive an email (EX: The Texas Motor Vehicle Records are temporarily unavailable) and a follow-up email when the source is functioning. This occurs on a very limited basis, however. We have staff available 24/7 through our toll-free number (888) 873-1714 to answer any questions or assist our clients as needed. Additionally, our clients have access to all levels of management including a Customer Service Relationship Manager, a Customer Service Representative, and a National Account Manager (all licensed private investigators).

Reports and Invoicing: Our reports are provided in an easy to read, easy to follow format. Instant searches are returned immediately and those requiring additional time are listed as pending on the site and can be checked by the client. An email notification will alert the client when complete. All reports are available to the client indefinitely while they are a client by simply logging into the system. The records will be maintained even after the client no longer has an agreement but must be accessed by written request from our office. We are able to provide monthly reports and invoicing per our client's needs (summary or detailed). Invoices are emailed at the end of the month and the administrator can view the status on-line at any time.

Criminal records will include jurisdiction of arrest, offense type, date of offense case number, disposition date and disposition information and probation/parole information at a minimum.

Employment History Verification is either done by the required Work Hotline many employers subscribe to or when possible, direct telephone contact by one of Kelmar's investigators. Information returned will include name of employer, dates of employment, job title(s) and position, eligibility for rehiring, reason for leaving and salary as a minimum.

Education History Verification is either done by the required Education Verification Hotline many institutions subscribe to or when possible, direct telephone contact by one of Kelmar's

Exhibit "A"

investigators. Information returned will include name of institution, date of attendance, type, or field of study, degree obtained and date of graduation as a minimum.

Professional License Verification is conducted by on-line database information obtained directly from the licensing agency as well as through direct telephone contact by one of Kelmar's investigators. Information returned will include type of license, status of license, and original licensing date and upcoming expiration date as a minimum.

Motor Vehicle Records/Driving History Check will return the driving history for the most recent 3-year period and will include violations, chargeable accidents, suspension or revocations and defensive driving courses taken. *While many jurisdictions report DWI/DUI charges under the driving history, some jurisdiction classify this as a criminal record.

Quality Assurance: When all pertinent information (names, date of birth, social security number, and last address) are entered, our system is extremely effective and accurate. Criminal records are automatically checked for these correlating identifiers (name, date-of-birth, social security number, and address). Kelmar utilizes a stringent verification process prior to criminal records being released to improve accuracy and to further insulate our client's legal interests. Supervisors conduct an additional review using additional identifiers including height, weight, hair color, driver's license and in some instances photographs or mug shots. Most questions arise from the abbreviations used by the particular court or record source. All of our employees are licensed private investigators with a working knowledge of the criminal justice system and are therefore able to provide an immediate answer. Supervisors perform consistent and random reviews to further assure accuracy of records. Should any questions or concerns arise, we will work with the client and the source of the record to obtain correct results.

Exhibit "A"



City of Round Rock
Attn: Adam Gagnon
Purchasing Division
221 East Main Street
Round Rock, Texas 78664-5299

Re: Negotiator

Dear Sir,

Please be advised that I am the only one authorized to negotiate contracts on behalf of Kelmar Global:

Kelly E. Riddle, President
Email: Kelly@KelmarGlobal.com
Office: 210-342-0509

Sincerely,

Kelly E. Riddle
President

Exhibit "A"

USING THE SYSTEM

Search Recommendations: Because our site is unique in search criteria, our system actually "helps" the user conduct searches:

Pre-Search Validation: To prevent the client from conducting duplicate and costly searches on subjects with previous screenings, the client can conduct a pre-search validation that will alert the client to any previous searches.

Social Security Request: This is suggested as the first search as all reported addresses utilized by the subject will be provided along with dates reported. The information will provide insight into "where" additional searches should be conducted. Unique to our sight is the "County Population" feature. Once the social security number search is conducted, a list of each address and their corresponding county is displayed. The client can then choose to conduct a criminal history search in each of these counties or simply delete the selection.

Jurisdiction Look-up Tool: In the event the client is conducting a record search that requires the name of the county for selection purposes, the client can utilize the Jurisdiction Look-up tool. By simply imputing the zip code, the corresponding county name will be provided. This is extremely useful for those areas that overlap into two or more counties or jurisdictions.

Applicant Interface: Our system allows a candidate or applicant to access the pre-employment or background questionnaire on-line and then submit the form to the client before submission for background screening. In doing so, the client saves valuable time while insuring spelling and critical information is correctly inputted.

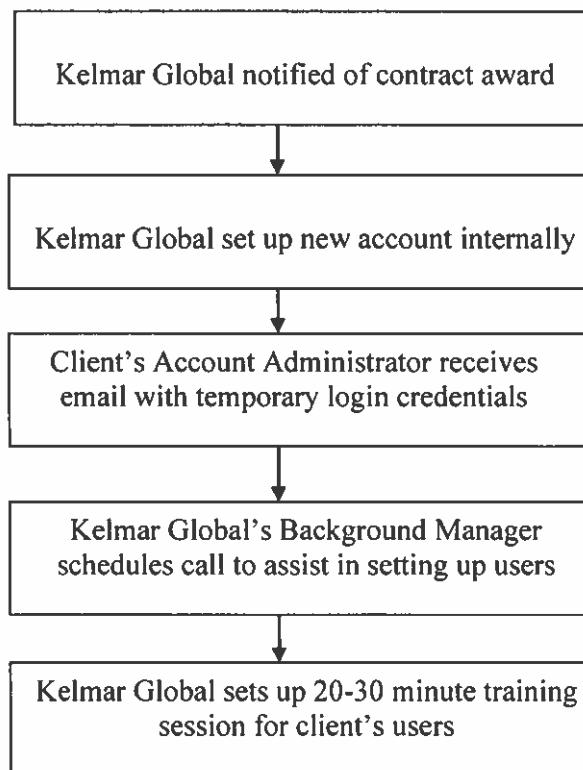
Email Notification: In the event the client is not on the system continuously, our system will send a notification via email that your report is ready.

FCRA Compliance: Our system can be pre-programmed to automatically distribute adverse action and related letters that are FCRA compliant.

Exhibit "A"

START-UP PROCESSES

Our ability to hit the ground quickly with our services is an intricate part of Kelmar Global's services. Once we are notified of the contract award, the Background Screening Manager will "set up" your account internally. This normally takes less than a half-day but requires the account administrator for your agency and their contact information. Once set-up, the account administrator receives and email with their temporary login credentials. Our Background Manager will then schedule a call to acquaint the account administrator with the process of setting up users. The account administrator will add users and provide their security levels for your organization. We can then schedule a conference training for the users that normally takes 20-30 minutes.



Client and users are provided with guided PowerPoint training presentation with audio and a quick-reference manual.

Exhibit "A"

SECURITY INFORMATION

Kelmar Security Summary: Security is a high priority and an integral part in the design and development of our applicant screening system. Attention is given to high publicity threats such as viruses, denial of service attacks and other malicious activities over the Internet, as well as to maintaining the integrity and confidentiality of sensitive application data such as credit reports, social security numbers, and other identifying information. The development staff uses industry-leading technology to secure the system and its operating environment, including client authentication (password-controlled access), Secure Sockets Layer (SSL) protocol, 128 bit data encryption, public-private key pair, firewalls, intrusion detection, filtering routers, and data backups. Each component acts as a layer of protection to safeguard information from unauthorized users, deliberate malfeasance, and inadvertent loss.

- 1. Describe any firewall hardware, software, and administration processes used to protect data on storage or processing devices that support this system. Firewalls, Intrusions Detection and Filtering Routers** – The application server is protected by firewalls, intrusion detection, and filtering routers which verify the source and destination of the request traveling in information packets. The routers and firewalls are configured to reject any unauthorized traffic. The intrusion detection algorithms log every action that comes and goes, to and from our network. The system uses network devices that only allow permitted traffic through the devices. Routers keep out traffic that does not emanate from either end of the secured session between the client and the server. Environmental systems are maintained with N+1 redundancy. Temperature is kept at 72F and humidity at 35% RH. Glycol systems extract heat outdoors and utilize redundant pumping systems.
- 2. Describe user account management including password policies, administrative roles and rights, and what approvals and administrative approvals are required for the establishment of user accounts. Client authentication** – Password-controlled access requires clients to authenticate through a private login ID and password before entering the system. After authenticating to the system, sessions that remain inactive for a period of time are expired, requiring the client to re-authenticate before continuing. Passwords are protected in the system using sophisticated hashing schemes, never shared, and combine with a Secure Sockets Layer (SSL) protocol transport layer to protect against eavesdropping, server impersonation, and stream tampering. Additionally, passwords expire and must be reset every 90 days. The system requires strong passwords that are at least 8 characters in length and that contain at least one each letter and digit.
- 3. What encryption methods and standards are used in network transmission and storage?** Encryption – All transactions are performed in a secured environment. The client's web browser automatically secures the session with the system server by connecting to it using the Secure Sockets Layer (SSL) protocol with 128-bit encryption. The data travels between client and server encrypted and can only be decrypted with a public and private key pair. Data that is encrypted with the public key can be decrypted only with the private key. Conversely, data encrypted with the private key can be decrypted only with the public key. This asymmetry is the property that makes public key cryptography so useful.
- 4. Describe methods used to protect servers and storage devices from viruses, spam, and intrusion, including patch and upgrade management practices.** Network: For our network we utilize Cisco and Juniper Networks hardware for robustness and reliability. Routing is handled with

Exhibit "A"

redundant hardware to protect against unforeseen problems. Backbone connections are brought in over multiple fiber connections via sonet rings. Load balancing as well as fail-over redundancy across these connections is carried out with BGP v4.

5. Describe the physical setting in which servers and storage devices are housed that address physical security, environmental security, and physical access. Physical Security – The physical server machines are hosted at a state-of-the-art collocation facility that is staffed on-site 24/7 to provide an immediate response to any incident. Access to the facility is restricted to authorized personnel and is secured by both password-protected keypads and biometric scans. Door, glass, and motion events at the facility are digitally recorded and archived, as well as observed live by facility staff for any suspicious activity. UPS systems and a 500-kilowatt diesel generator ensure electrical service to the facility. Multiple fiber providers provide Internet connectivity with diversified entry points into the facility. The cooling system incorporates redundant components, excess capacity, and high-efficiency technologies to maintain an optimal operating environment for the servers. Logs are kept of all entries. Our system even pages staff if certain doors are opened at all.

6. Describe backup procedures, locations, media, and frequency, and rotations. Data Integrity – Data servers are configured with mirrored hard drives to provide real-time, fail over redundancy. Additionally, nightly backups of data are scheduled, with archives removed weekly to an offsite location for additionally redundancy. We have real-time database mirroring in multiple datacenters across the country as well as nightly snapshots that are kept for 3 days.

7. Record Retention: Data is secured via industry stand security. Records are available throughout the life of the contract and data can be supplied to the client upon completion of the contract. Physical data is destroyed using shredding and incinerator methods.

Additional Information: Multi-Factor Authentication (MFA) provides significant security benefits to our clients with respect to safeguarding access to sensitive, business-critical data in RecordPros. Most notably, leveraging MFA helps protect against unauthorized access by an adversary who obtains a user's credentials through malware, social engineering, or snooping around a desk for post-it notes. The industry recognizes these benefits, and MFA is becoming a de facto security requirement. We can now enforce MFA security by requiring users to provide MFA cell/email for computer registration at login time (can be skipped up to twice with a [Not Now] button).

Exhibit "A"

REPORT MANAGEMENT

Enclosed within this bid are examples of reports that depict how the reports look when the information is returned to the user. The information will provide the following:

Criminal Reports:

- 1) Name(s) searched
- 2) Jurisdiction(s) searched
- 3) Description of the offense(s)
- 4) Date the offense occurred
- 5) Date of arrest
- 6) Date of disposition
- 7) Type of offense (DWI, etc.)
- 8) Disposition of the case (guilty, etc.)
- 9) Originating Agency
- 10) Level (felony or misdemeanor)

Employment Check:

- 1) Employer
- 2) Dates of employment
- 3) Position
- 4) Rate of pay
- 5) Rehire Status

Education History Verification

- 1) name of institution
- 2) date of attendance
- 3) type or field of study
- 4) degree obtained
- 5) date of graduation as a minimum.

Professional License Verification

- 1) type of license
- 2) status of license
- 3) original licensing date
- 4) upcoming expiration date, as a minimum.

Motor Vehicle Records/Driving History Check *for the most recent 3-year period

- 1) violations
- 2) chargeable accidents
- 3) suspension or revocations
- 4) defensive driving courses taken.

Exhibit "A"

5) *While many jurisdictions report DWI/DUI charges under the driving history, some jurisdiction classify this as a criminal record.

Turn Around Time: Many of our database searches return the information immediately. In some cases, the only way for us to efficiently return the information is by cutting and pasting into our system after obtaining the information from our various sources. Normal turn-around time for Domestic searches is instant and/or 2 business days. The turn-around time for International searches are 5-7 business days.

Platform: Our processing utilizes the TazWorks software platform that has successfully integrated with the major H.R. programs.

Reports and Invoicing: Our reports are provided in an easy to read, easy to follow format. Instant searches are returned immediately and those requiring additional time are listed as pending on the site and can be checked by the client. An email notification will alert the client when complete. All reports are available to the client indefinitely while they are a client by simply logging into the system. The records will be maintained even after the client no longer has an agreement but must be accessed by written request from our office. We are able to provide monthly reports and invoicing per our client's needs (summary or detailed). Invoices are emailed at the end of the month and the administrator can view the status on-line at any time.

Reports and invoices can be provided by user, department, facility location or other requested formats. Invoices are emailed to the specified party at the end of the month.

Exhibit "A"
GENERAL SERVICES AND PRICING

***See enclosed specific RFP required services and pricing.**

The following list provides examples of pricing and services. Additional services and packages are available (please inquire for further needs):

<u>SERVICES AND PRICING</u>		
RECORDS SEARCH	DESCRIPTION	PRICING
Bankruptcy Record Search	Searches of the U.S. Federal Courts for match using name and/or SS#.	\$4.50
Civil History Search - per County	Searches by county for lawsuits by name.	\$8.00*
Civil History Search - Federal	Searches Federal records for lawsuits by name.	\$4.50
Corporation Search	Identifies if a corporation exists, officers and status of company.	\$6.50
Credit Report	With a signed authorization, obtain a credit report of an individual (permissible uses only - search only 1 of 3 Credit Reporting Bureau's.	\$8.00
Criminal National Database	A powerful, virtually instant multi-jurisdictional search of over 115 million state and county criminal records. This database is compiled from counties, Department of Corrections (DOC), Administration of the Court (AOC), and state sex offender registries from across the country. Also included in each search are national and international terrorism sources such as OFAC. This search includes the National Sex & Violent Offender Database, and the Foreign Nationals Database.	\$8.00*
Criminal National Sex & Violent Offender Database	Criminal records databases compiled from violent and sex offender registries from all fifty states, the District of Columbia, and Guam. Photos, or links to photos, of the offenders are provided where available.	\$2.00 - <i>Included in state or national criminal</i>

Exhibit "A"

Criminal Single State Search	Provides real-time access to the largest criminal database, with over 36 states currently online. This report includes Criminal National Sex & Violent Offender Database (49 states; see above) at no additional charge. Searches are matched on exact DOB, exact last name, and first three letters of the first name.	\$8.00*
Criminal Record - per County	When used with the social security verification, the system automatically populates a list of addresses by county prompting a check in each county's criminal records. The client can continue or delete unwanted searches.	\$8.00*
Driver's License History	Obtain driver's license (MVR) history for the past 3-7 years (depending on state). A search of the Department of Motor vehicles will return a list of all violations other than arresting offenses (DWI, etc.) Current status of driving history and driver's license status will be provided. Historical data for 3 – 7 years per state searched.	\$3.00*
Education Verification	Verification of a person's education (per institution searched).	\$8.25*
Employment Verification	Verify person's employment.	\$8.25*
Federal Criminal Record	A search for criminal records through federal records as far back as 1985.	\$4.50*
Foreign Nationals- Homeland Security & Terrorist List	This database is a list of foreign nationals that the United States government currently has sanctions against; whose property may be blocked; and whom no US person may have dealings with. The Department of the Treasury, Office of Foreign Asset Control, "OFAC" provides periodic updates.	\$2.00 - <i>included in state or national criminal</i>
Inmate Search	Search identifies if someone is currently in a U.S. Correctional Facility	\$4.50
Marriage Record Search	Search a particular county, state, or country for a marriage record.	\$8.00*
Medicare Sanctions	Determine fraud, abuse and sanctioned individuals and entities	\$2.00 - <i>included in state or national criminal</i>

Exhibit "A"

Professional License Verification	Verification of professional license	\$6.25*
Social Security Verification	Validates user of social security with current and previous addresses, dates utilized, historical data for the past 7 - -10 years.	\$2.00 - <i>included in state or national criminal</i>
Social Security Death File	Determine if the SS# is listed as reported with a death claim.	\$2.00*
FCRA Compliance Reports	Based on the information obtained in background searches, the client can choose to generate an FCRA compliant adverse action report from our system.	N/A
International Criminal Record Search	A search of the given country's national criminal records by name and DOB.	
Package A	Criminal Search, Sex Offender Search, Terrorist Watch List Search, Social Security Trace	\$8.00*
Package B	Criminal Search, Sex Offender Search, Terrorist Watch List Search, Social Security Trace, Federal Criminal Search	\$12.00*
Package C	Criminal Search, Sex Offender Search, Terrorist Watch List Search, Social Security Trace, MVR History	\$11.00*
Package D	Criminal Search, Sex Offender Search, Terrorist Watch List Search, Social Security Trace, Employment Verification	\$16.25*
Package E	Criminal Search, Sex Offender Search, Terrorist Watch List Search, Social Security Trace, Employment Verification, Education Verification	\$40.50*
	*Plus and mandatory court/access fees reimbursed at actual cost.	

*Some government agencies impose an additional mandatory fee for obtaining their records. These fees are reimbursed at actual cost. Examples included motor vehicle driving records:

Exhibit "A"

Driving Records - Available States, State Fees and Turnaround Times

State	Years Reported	Instant Access	MVR State Fee	Expected Turnaround
Alabama	3	Yes	\$9.75	Instant
Arizona	39 months	Yes	\$7.00	Instant
Arizona	5	Yes	\$10.00	Instant
Arkansas Standard	3	Yes	\$13.50	Instant
California	-	Yes	\$5.00	Instant
Colorado	7	Yes	\$5.20	Instant
Connecticut	-	Yes	\$17.00	Instant
Delaware	3	Yes	\$17.00	Instant
District of Columbia (D.C.)	-	Yes	\$15.00	Instant
Florida	3	Yes	\$10.10	Instant
Florida	7	Yes	\$13.10	Instant
Georgia	3	Yes	\$8.00	Instant
Georgia	7	Yes	\$10.00	Instant
Hawaii	7	No	\$53.00	9:00 AM EST
Idaho	3	Yes	\$11.00	Instant
Illinois	-	Yes	\$14.00	Instant
Indiana	1	Yes	\$10.50	Instant
Iowa	-	Yes	\$10.50	Instant
Kansas	-	Yes	\$8.60	Instant
Kentucky	3	Yes	\$7.00	Instant
Louisiana	3	Yes	\$8.00	Instant
Maine	3	Yes	\$8.00	Instant
Maryland	3	Yes	\$14.00	Instant
Massachusetts	-	Yes	\$10.00	Instant
Michigan	5	Yes	\$9.00	Instant
Minnesota	5	Yes	\$7.00	Instant
Mississippi	3	Yes	\$16.00	Instant
Missouri	-	Yes	\$7.80	Instant
Montana	3	Yes	\$9.25	Instant
Nebraska	5	Yes	\$5.00	Instant
Nevada	3	Yes	\$9.00	Instant
New Hampshire	5	Yes	\$15.00	Instant
New Jersey	5	Yes	\$14.00	Instant
New Mexico	3	Yes	\$8.50	Instant
New York	5	Yes	\$9.00	Instant
North Carolina	3	Yes	\$9.00	Instant
North Dakota	3	Yes	\$5.00	Instant
Ohio	3	Yes	\$7.00	Instant
Oklahoma	3	Yes	\$29.50	Instant

Exhibit "A"

Oregon	-	No	\$12.68	6:00 PM EST 2 nd Business Day
Oregon (Insurance)	-	Yes	\$11.68	Instant
Pennsylvania (Insurance)	3	Yes	\$7.00	Next Business Day
Rhode Island	3	Yes	\$22.00	Instant
South Carolina	3	Yes	\$9.25	Instant
South Dakota	3	Yes	\$7.00	Instant
Tennessee	3	Yes	\$11.00	Instant
Texas	3	Yes	\$10.50	Instant
Texas CDL Only	5	Yes	\$11.50	Instant
Utah	-	Yes	\$13.00	Instant
Vermont	3	Yes	\$21.00	Instant
Virginia 5/7 Yr	-	Yes	\$9.00	Instant
Washington	-	Yes	\$15.00	Instant
West Virginia	7	Yes	\$11.00	Instant
Wisconsin	-	Yes	\$7.00	Instant
Wyoming	-	Yes	\$7.00	Instant
Wyoming (CDL Only)	10	Yes	\$7.00	Instant

Report turnaround is based on past experience but is subject to change by State Motor Vehicle Departments, and delays due to communication and/or processing times.

Employment Verifications: Attempts to contact the employer listed by the applicant will be made. Should the employer subscribe to one of the verification services such as The Work Number, the access fee charged by these services will be a reimbursable expense.

Education Verifications: Attempts to contact the registrar's office at the college or university will be made. Should the college or university subscribe to one of the services such as the Student Clearing House, the access fee charged by these services will be a reimbursable expense.

Note: These access fees are consistent for any vendor providing these services.

Exhibit "A"

Criminal History Searches Include:

In addition to the criminal history as outlined in the RFP, our criminal history searches also include the following at NO ADDITIONAL CHARGES:

- 1) Sex Offender Search
- 2) Texas Health & Human Services Medicaid and Title XX Exclusion List
- 3) Interpol Most Wanted
- 4) MIPT – Terrorist Watch List
- 5) Fugitive List
- 6) Immigration & Customs Enforcement – Most Wanted
- 7) Federal Reserve Board – Enforcement Actions
- 8) Federal Deposit Insurance Corp. (FDIC) Enforcement Decisions & Orders
- 9) FDA Office of Regulatory Affairs Debarment List
- 10) Australian Reserve Bank Sanctions List
- 11) Bank of England Sanctions List
- 12) Directorate of Defense Trade Controls – Debarred Parties
- 13) European Union Terrorism Sanctions List
- 14) Health & Human Services Office of Inspector General (OIG) – Exclusions List
- 15) Health Resources & Services Admin. Education Assistance Loan-Defaulted Borrowers
- 16) National Credit Union Administration Orders
- 17) Office of Comptroller of Currency – Enforcement Actions
- 18) Office of Foreign Asset Control – Specially Designated Nationals List
- 19) Office of Registry Affairs – Disqualified, Restricted & Assurances List
- 20) Office of Research Integrity – Public Health Service – Administration Actions List
- 21) Office of Superintendent of Financial Institutions – Canadian Sanctions List
- 22) Office of Thrift Supervision – Enforcement Actions List
- 23) Palestinian Legislative Council List
- 24) Politically Exposed Person List
- 25) United Nations Consolidated Sanctions List
- 26) U.S. Dept. of Commerce – Denied Persons List
- 27) U.S. General Services Administration – Excluded Parties List
- 28) World Bank Ineligible Individuals

Exhibit "A"

City of Round Rock
Employee Background Investigation Services
RFP No. 21-004REBID
Class/Item 961-30
June 2021

**ATTACHMENT A
PROPOSAL SUBMITTAL FORM AND EXECUTION**

NOTE: RESPONDENTS SHALL COMPLETE AND RETURN THIS ATTACHMENT WITH THEIR PROPOSAL. FAILURE TO DO SO WILL RESULT IN DISQUALIFICATION OF THE PROPOSAL.

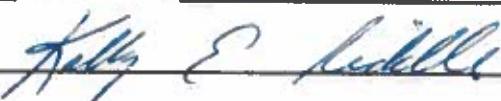
By signature hereon, the Respondent certifies that:

All statements and information prepared and submitted in the response to this RFP are current, complete, and accurate.

He/she has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan gratuity, special discount, trip, favor, or service to a City employee in connection with the submitted response. Failure to sign the Execution of Proposal or signing it with a false statement shall void the submitted offer or any resulting contracts.

Respondent represents and warrants that the individual signing this Execution of Proposal is authorized to sign this document on behalf of the Respondent and to bind the Respondent under any contract resulting from this request for proposals.

RESPONDENT (COMPANY): Kelmar Global

SIGNATURE (IN INK): 

NAME (TYPED/PRINTED) Kelly E Riddle

TITLE: Pres. **DATE:** 6-29-21

STREET: 23119 West IH-10 Bldg 6

CITY/STATE/ZIP: San Antonio, TX 78257

TELEPHONE AND FACSIMILE NO.: 210-342-0509

E-MAIL ADDRESS: kelly@kelmarglobal.com

FEDERAL TAX IDENTIFICATION NUMBER (FIN): 74-2534996

By submitting a response to this solicitation, the Respondent agrees that the City's standard Definitions, Terms and Conditions, in effect at the time of release of the solicitation, shall govern unless specifically provided otherwise in a separate agreement or on the face of a purchase order. Said Definitions, Terms and Conditions are subject to change without notice. It is the sole responsibility of respondents to stay apprised of changes. In addition to the above General Terms and Conditions listed in Section IV, the City's Definitions, Terms and Conditions shall be enforced and part of the contract and can be obtained from the City's website at: <https://www.roundrocktexas.gov/departments/purchasing/>

Exhibit "A"
ATTACHMENT C- COST PROPOSAL WORKSHEET
RFP 21-004REBID
Employee Background Check Services

<p>The cost of items listed below should include all product, ordering, processing, administrative, and all other miscellaneous charges. The cost proposal sheet will be used for cost evaluation purposes only. All quantities listed are estimates.</p>					
Section I: Standard Public Service Checks					
SECTION A- In-State Background Check Services					
Item #	Item Description	Annual Estimated Quantity	Unit Type	Unit Price	Extended Cost
1	Employee Background Checks (To include criminal records and driving records for all employees- "ONLY") "All Aliases"	300	each	\$13.00	\$3,900.00
2	Employee Background Checks (Educational background- "ONLY")	300	each	\$8.25	\$2,475.00
3	Employee Background Checks (Certification/Professional License verification background- "ONLY")	300	each	\$8.25	\$2,475.00
4	Employee Background Checks (Residence Verification current and prior 10 years- "ONLY")	300	each	\$1.00	\$300.00
5	Employee Background Checks (Administrative actions by state/federal agencies)	300	each	\$3.25	\$975.00
Total:					\$10,125.00
SECTION B- Out-of-State Background Check Services					
Item #	Item Description	Annual Estimated Quantity	Unit Type	Unit Price	Extended Cost
6	Employee Background Checks (To include criminal records and driving records for all employees- "ONLY") "All Aliases"	250	each	\$15.00	\$3,750.00
7	Employee Background Checks (Educational background- "ONLY")	90	each	\$8.25	\$742.50
8	Employee Background Checks (Certification/Professional License verification background- "ONLY")	40	each	\$8.25	\$330.00
9	Employee Background Checks (Residence Verification current and prior 10 years- "ONLY")	150	each	\$1.00	\$150.00
10	Employee Background Checks (Administrative actions by state/federal agencies)	150	each	\$3.25	\$487.50
Total:					\$5,460.00
TOTAL OF EVALUATED SECTIONS:					\$15,585.00
Section II: Public Safety Checks OPTIONAL SERVICES					
<p>This section is optional, it will not be evaluated, and it will not affect your responsiveness if you decline to bid. If a line is left blank the City will assume you do not want to bid these services.</p>					
SECTION A- Public Safety Background Checks - POLICE					
Item #	Item Description	Annual Estimated Quantity	Unit Type	Unit Price	Extended Cost
11	Personal History (to include driving history, computerized criminal history, residential verification)	100	each	\$35.00	\$3,500.00
12	Past 10 years residences to include local agency record checks	100	each	\$50.00	\$5,000.00
13	Work verification last 10 years- dates and locations	100	each	\$50.00	\$5,000.00
14	Social media analysis	100	each	\$115.00	\$11,500.00
15	Relatives and references- open source data, computerized criminal history, and send out reference questionnaire	100	each	\$125.00	\$12,500.00
16	Financials- credit report, spending analysis	100	each	\$40.00	\$4,000.00
17	Military- verification of service and discharge (honorable and notes)	100	each	\$25.00	\$2,500.00

Exhibit "A"
ATTACHMENT C - COST PROPOSAL WORKSHEET
RFP 21-004REBID
Employee Background Check Services

SECTION B- Public Safety Background Checks - FIRE

Item #	Item Description	Annual Estimated Quantity	Unit Type	Unit Price	Extended Cost
18	Personal History (to include driving history, computerized criminal history, residential verification)	100	each	\$35.00	\$3,500.00
19	Past 10 years residences to include local agency record checks	100	each	\$50.00	\$5,000.00
20	Work verification last 10 years-dates and locations	100	each	\$50.00	\$5,000.00
21	Social media analysis	100	each	\$125.00	\$12,500.00
22	Relatives and references- open source data, computerized criminal history, and send out reference questionnaire	100	each	\$125.00	\$12,500.00
23	Financials- credit report, spending analysis	100	each	\$40.00	\$4,000.00
24	Military- verification of service and discharge (honorable and notes)	100	each	\$25.00	\$2,500.00

SECTION C- Additional Pricing Information

23	Attach a schedule of any criminal court access fees for both states and counties as a separate appendix/attachment. The City recognizes that these fees will not be included in the prices quoted above. Also include other pricing options you wish the City to consider.
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Exhibit "A"



ADDENDUM
CITY OF ROUND ROCK, TEXAS

Solicitation: RFP 21-004REBID

Addendum No: 1

Date of Addendum: 6/18/2021

This addendum is to incorporate the following changes to the above referenced solicitation:

I. Questions:

Q1. Page 10, item #3 includes "Work verification for the last 10 years and include dates and locations." Does the applicant provide the Contractor with their work history, and it is the Contractor's job to verify the information, or do you need the Contractor to research all the applicant's jobs going back 10 years?

A1. The Police Department stated that the applicants provide the information contained within the application and it is the Contractor's responsibility to verify the information provided. The Fire Department stated they ask for a full work history as an adult (this may be <10 years). Applicants fill out the original application and then the Department provides them with a background packet at the written test site. The work verification is in the background packet. The City does this so that we can compare the two for discrepancies and assess the fire service information in detail as sometimes individuals will artificially augment the information they provide.

Q2. Page 10, item #5 includes "Relatives and open-source data, and reference questionnaires (The City has a preferred form)." Does this involve a personal interview? Also, do you have a copy of the form we should review?

A2. Both the Police Department and Fire Department stated this will involve a personal interview. The Police Department has included the "Personal History Statement" questionnaire with this addendum, and it is applicable to police background checks only.

Q3. Page 10, item #6 includes "Financial reports: credit report, spending analysis." Is the Contractor expected to verify applicant's information or generate these reports?

A3. The Police Department stated the applicant will provide the bank statements and credit reports. The Contractor must verify the information provided. The Fire Department states they do not request financial information from their applicants.

II. Additional Information: Attached is the Personal History Statement Questionnaire

III. ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

APPROVED BY:

A handwritten signature in blue ink that appears to read "Amanda Crowell".
Amanda Crowell, Purchaser
Purchasing Office, 512-218-5458

6/18/2021

By the signature affixed below this addendum is hereby incorporated into and made a part of the above referenced solicitation.

ACKNOWLEDGED BY:

Kelly E. Riddle

Name

A handwritten signature in blue ink that appears to read "Kelly Riddle".
Authorized Signature

Date