



Background Information Services, Inc.

CONTRACT FOR COURT RESEARCH SERVICES

The parties to this Agreement are **Background Information Services, Inc. (BIS)** and

(Researcher).

1. **Services and Fees.** The services to be provided under this Agreement, and the fees to be charged for such services, are set forth as attached. Should fees change, **BIS** requires advance notice and expects 30 days notice unless extenuating circumstances exist that are beyond **Researcher's** control.
2. **Independent Contractor.** Contractor is an independent contractor and not an employee. Contractor is free to engage in other consulting assignments during the term of this Agreement.
3. **Purposes of Information and Use.** **BIS** is a pre-employment, tenant and drug screening company. Primarily, **BIS** resells information to its clients for the purpose of making hiring and rental decisions. **BIS** may also resell information for investigation purposes.
4. **Hold Harmless.** Contractor agrees to hold harmless and indemnify **BIS**, and its employees, agents and representatives, from and against any third party claim arising from or in any way related to this Agreement, including any liability or expense arising from all claims, losses, damages (actual and consequential), suits, judgments, litigation costs and attorneys' fees, of every kind and nature.
5. **Business Requirements.** **BIS** expects all court researchers to be licensed businesses and recognized as such under their state governments.
 - ❖ **Researcher** shall possess a business license and any other license required by local law.
 - ❖ **Researcher** should possess Errors & Omissions Insurance or some form of professional liability coverage that would cover any errors or omissions made by **Researcher**.
 - ❖ **Researcher** shall complete **BIS' Vendor Profile**, certifying how searches will be conducted on behalf of **BIS**.
6. **Legal Compliance.** **Researcher** certifies that it will never obtain information through illegal or unethical means.
7. **Fair Credit Reporting Act (FCRA).** **BIS** typically operates as a consumer reporting agency, whereas information provided by **BIS** is regulated by the FCRA. As a "consumer reporting agency" (CRA), **BIS** is required to comply with certain provisions of the FCRA. **Researcher** should not limit return information per FCRA guidelines. Not all of **BIS's** clients utilize information.
8. **Turnaround Time.** **BIS** expects searches to be returned within 24-48 hours unless exceptions exist in the area being covered. Any exceptions should be noted on the Vendor Profile. Any searches in exception to the general rule of quoted turnaround times shall be communicated immediately to **BIS**.
9. **Search Guidelines.** The following is a list of guidelines to be strictly followed when conducting court record research on behalf of **BIS**. **BIS** expects court researchers to be experts in the locations in which they conduct searches on behalf of **BIS** and possess the ability to interpret the contents of case files and documents of same.
 - ❖ Searches shall have at least a 7 year scope included in the search from the final activity on the case, NOT the filing date, unless otherwise specified.
 - ❖ **Researcher** shall disclose any rules, policies and procedures pertaining to court research. Particularly when it may have a bearing upon legal reportability (I.e. records being automatically dismissed upon conditions of case being fulfilled).
 - ❖ Any peculiarities that exist in a jurisdiction being covered that could affect the accuracy of the search being conducted should be disclosed to **BIS** in advance.
 - ❖ Searches should be conducted on names as they are submitted by **BIS** along with non-chargeable and appropriate variations.
 - ❖ **Researcher** should be aware of search options and capabilities for public access terminals (I.e. wild card searches, exact name vs. partial name searches) so that searches results are not limited.
 - ❖ **Researchers** should pursue, within reason, any and all similarities in any matching identifiers discovered.
 - ❖ **Researchers** shall note the existence of any cases filed under an alias (even if un-requested) as well as the presence of cases discovered from a jurisdiction other than requested, if found.
 - ❖ **Researcher** will formally document the standard search product (with parameters) and additional services available.
 - ❖ Only verifiable facts should be collected. No assumptions should be made. **Researcher** agrees to seek clarification if information is missing or unclear.
 - ❖ Research should NOT be the product of 3rd party information or databases. Search results must be the product of a search of real time records maintained by the custodian of said records.
10. **Result Reporting.** The following guidelines must be followed for result reporting:
 - ❖ **BIS** expects **Researchers** to present results in a clear, concise and legible manner.
 - ❖ **BIS** requires that abbreviated codes and descriptions be interpreted since there is no standardized coding system for all states.
 - ❖ The **Researcher** should not pass on any information they themselves do not understand. Data should be clarified and understood before being submitted to **BIS**.
 - ❖ Return information should include subject's identifiers (name, DOB, SSN), type of search performed, jurisdiction searched, scope of search and result or status.
 - ❖ Record information shall include: case number, county and court where record was located, subject's full name on filing, any aliases, identifiers used to confirm a positive match (I.e. Name, DOB, SSN), file date, violation date, charges (with any amendments), disposition date, sentencing information (to include probation, incarceration, fines, fees, programs etc).
 - ❖ Pending cases should include any available information noted above as well as next court date.
 - ❖ Record information should also include any post judgment activity (I.e. probation violations, active warrants, sentence reconsiderations, appeals and sentence amendments).
11. **Corrections.** Researchers have a duty to notify **BIS** in the event a discovery is made of any error or omission in their reported results immediately.
12. **Audits.** **BIS** will conduct audits on all court researchers. **BIS** will submit known records to researcher at **BIS'** expense to ensure that appropriate scope and content are being provided.
13. **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives, executors, administrators, successors, and permitted assigns.
14. **Headings.** The section and other headings in this Agreement are inserted solely as a matter of convenience and for reference and are not a part of this Agreement.
15. **Entire Agreement.** This Agreement and the other documents and instruments referred to herein constitute the entire agreement among the parties hereto and supersede and cancel any prior agreements, representations, warranties, or communications, whether oral or written, among the parties hereto relating to the transactions contemplated hereby or the subject matter hereof. Neither this Agreement nor any provision hereof may be changed, waived, discharged, or terminated orally, but



Background Information Services, Inc.

only by an agreement in writing signed by the party against whom enforcement of such change, waiver, discharge, or termination is sought.

rendered without the prior written consent of **BIS**, and any attempt to do so without permission will be void.

16. Governing Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of Colorado, without regard to Colorado choice of law principles. Venue for any litigation arising under this Agreement shall be in the District Court in and for Boulder County, Colorado.

19. Confidential Information. **BIS** will provide personal identifying information (PII) to **Researcher** for the purposes of conducting court research. **Researcher** agrees to take reasonable precautions necessary to protect this information in the course of transporting, transmitting, retaining and responsibility disposing of this sensitive information.

17. Counterparts; Facsimile Signatures. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. This Agreement may be executed by facsimile signature, and any party providing a signature by facsimile shall deliver to the other parties an original of such party's signature.

20. Severability. Any term or provision of this Agreement that is invalid or unenforceable in any situation in any jurisdiction shall not affect the validity or enforceability of the remaining terms and provisions hereof or the validity or enforceability of the offending term or provision in any other situation or in any other jurisdiction.

18. Assignment. Contractor may not assign this Agreement or delegate Contractor's duties hereunder or subcontract any of the services to be

For Researcher:

Name of Person Signing: (Print) _____ Title: _____

Signature: _____ Date: ____/____/____

Phone Number: _____ Fax Number: _____ Cell Number: _____

Email Address: _____

Company Name: _____ Federal Tax I.D.#: _____

Address: _____

City: _____ State: _____ Zip: _____ Website: _____

For BIS:

Name of Person Signing (Print): _____ Title: _____

Signature: _____ Date: ____/____/____

Background Information Services, Inc.

1800 30th Street, Suite #204
 Boulder, CO 80301
 (303) 442-3960

Vendor Profile Form

Please Return by Fax to: (303) 442-7145

Business Name	
Phone Number	
Fax Number	
Remit Address	
Years In Business	
Are you incorporated?	
Please provide EIN.	
Is your company insured? Provide Details	
Does your company have a business license?	
What is your company's web address?	
Please provide fees.	

Please indicate the following:	
Method of Search*	
Court Level(s) Searched	
Scope**	
Is a DOB mandatory?	
Is an SSN helpful?	
Any additional charge for multiple hits?	
Do any counties have court fees?	
Are there any known delays/exceptions?	

**BIS requires an actual court record search; if an onsite search is not conducted, the method must have prior BIS approval.
 BIS requires 7 years of coverage from final case activity (I.e. termination of probation/jail time etc), **not filing date.*

Please indicate case details that are returned with records:			
<i>(check all that apply)</i>			
Case Type		Pricing	
Location		Additional Years Cost	
Case Number		Set Up Cost	
Filing Date		Other Fees	
Name of Defendant		Counties Covered	
Charges			
Disposition Date			
Disposition			
Complete Sentencing (fine amounts etc)			
Alert of differing info submitted by BIS			
Matched By Info (Name/DOB/SSN)			

Please indicate any exceptions or peculiarities in the jurisdictions you cover in a separate page.

Request for Taxpayer Identification Number and Certification

**Give form to the
 requester. Do not
 send to the IRS.**

Print or type See Specific Instructions on page 2.	Name (as reported on your income tax return)	
	Business Name, if different from above	
	Check appropriate box: <input type="checkbox"/> Individual/ Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Other ▶ _____	
	<input type="checkbox"/> Exempt from backup withholding	
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	City, state, and ZIP code	
List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number																			
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Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

Sign Here	Signature of U.S. person ▶	Date ▶
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By signing above, I understand that any person who misrepresents a firm's status as a small, HUBZone small, small disadvantaged, women-owned or Veteran or Service-Disabled Veteran-Owned Small Business concern in order to obtain a contract awarded under the Small Business Act shall 1) be punished by imposition of fine, imprisonment or both, 2) be subject to administrative remedies including suspension and debarment, and 3) be ineligible for participation in programs conducted under the Authority of the Act.

Required Federal Business Classification Information

Large Business Concern: Dominant in field of operations per Federal Acquisitions Circular (FAC 9.201)	(LBC)	Y ___	N ___
Small Business Concern: Independently owned and operated, and meets industry size and receipt requirements for small businesses per SBA13 CFR 121, Section 3 of the Small Business Act.	(SBC)	Y ___	N ___
Woman-Owned Small Business: Is a small business and at least 51% owned and controlled by one or more women who are U.S. citizens and have active involvement in day-to-day operations.	(WOSB)	Y ___	N ___
Small Disadvantaged Business: SBA certified; minimum 51% owned, controlled and operated day-to-day by one or more socially and economically disadvantaged individuals.*	(SDB)	Y ___	N ___
Historically Black Colleges/Universities and Minority Institutions:	(HBCU/MI)	Y ___	N ___
HUB Zone Small Business: SBA certified; is small and is located in an 'historically underutilized business zone' and is owned and controlled by one or more US citizen(s) and at least 35% of employees reside in HUB zone.	(HUB Zone SB)	Y ___	N ___
Veteran-Owned Small Business: Is a small business and is at least 51% owned, controlled and has active involvement in day-to-day operations by one or more U.S. veterans.	(VOSB)	Y ___	N ___
Service-Disabled Veteran-Owned Small Business: VOSB and with a disability that is service connected; may include spouse/caregiver of veteran with permanent or severe disabilities.	(SDVOSB)	Y ___	N ___

*SDB Ethnicity Definitions (Please check one): African American ___; Hispanic American ___; Native American (American Indian, Eskimo, Aleut & Native Hawaiian) ___; Asian-Pacific American ___; Asian-Indian American ___.