



MASTER SERVICES AGREEMENT #2025-028
Background Check Services

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

KENTECH Consulting, Inc.
 (“**Contractor**”)
with offices located at
220 N. Green St.
Chicago, IL 60607

ARTICLE I
RETENTION OF THE CONTRACTOR

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

ARTICLE II
SCOPE OF SERVICES

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

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

ARTICLE III TERM

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

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

ARTICLE IV COMPENSATION

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

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

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

Civic Marketplace, Inc.
6502 Glen Abbey
Abilene, TX 79606
support@civicmarketplace.com

ARTICLE V SERVICE FEE

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

fee will be remitted by the Contractor to NCTCOG on a quarterly basis, along with required quarterly reporting. The remuneration fee for this program will be 2% on all fees for service, with the exception of expenses that are passed through to Participating Entities without markup from the Contractor, such as, but not limited to, advertising, travel expenses and per diem costs, temporary housing, and materials production.

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

ARTICLE VI RELATIONSHIP BETWEEN THE PARTIES

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

ARTICLE VII REPRESENTATION AND WARRANTIES

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

ARTICLE VIII CONFIDENTIAL INFORMATION AND OWNERSHIP

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

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

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

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

ARTICLE IX GENERAL PROVISIONS

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

If to NCTCOG:

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

If to Contractor:

KENTECH Consulting, Inc.
Attn: Kenneth Coats
220 N. Green St.
Chicago, IL 60607
(312) 780-0470
kcoats@ekentech.com

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

Anna Fong

sales@ekentech.com

(312) 780-0470 opt 1

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

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

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

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

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

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

Requirements:

Workers' Compensation:

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

Commercial General Liability

Minimum Required Limits:

\$1,000,000 per Occurrence;

\$3,000,000 General Aggregate

Commercial General Liability Policy Shall include:

Coverage A: Bodily injury and property damage;

Coverage B: Personal and Advertising Injury liability;

Coverage C: Medical Payments;

Products: Completed Operations;

Fire Legal Liability;

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

Business Auto Liability

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

Professional Errors and Omissions liability:

Required Limits:

\$1,000,000 Each Claim

\$1,000,000 Annual Aggregate

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

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

ARTICLE X ADDITIONAL REQUIREMENTS

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

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

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

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

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

10.11 Civil Rights Compliance

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

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

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

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

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

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

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

10.12 **Disadvantaged Business Enterprise Program Requirements**

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

10.13 **Pertinent Non-Discrimination Authorities**

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

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

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

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

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

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

10.15 House Bill 89 Certification

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

10.16 Certification Regarding Disclosure of Conflict of Interest.

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

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

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

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

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

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

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

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

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

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

10.17 Certification of Fair Business Practices

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

10.18 Certification of Good Standing Texas Corporate Franchise Tax Certification

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

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

10.20 Discrimination Against Firearms Entities or Firearms Trade Associations

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

10.21 Boycotting of Certain Energy Companies

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

10.22 Domestic Preference for Procurements

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

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

10.23 **Trafficking in Persons**

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

KENTECH Consulting, Inc.



5/25/2025

Signature

Date

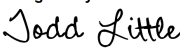
Kenneth Coats

Printed Name

CEO

Title

North Central Texas Council of Governments

Signed by:

349D83294E7946E...

6/9/2025

Signature

Date

Todd Little
Executive Director

APPENDIX A

Statement of Work

Our track record of excellence is substantiated by a distinguished group of references representing critical federal, state, and research institutions who can attest to our comprehensive and reliable background screening services. These references demonstrate our ability to meet the most rigorous screening requirements across diverse and high-stakes organizational environments.

Dept of Justice - ATF

As a federal law enforcement agency with critical security requirements, the ATF has specifically engaged our firm for advanced cybervetting and social media investigations. Our specialized services went beyond traditional background screening, leveraging sophisticated digital investigation techniques to conduct comprehensive social media and online presence assessments. We provided the ATF with in-depth digital background investigations that uncovered potential risks and behavioral indicators through meticulous online screening.

- Contact Name: Amanda Boshears
- Title: Contracting Officer
- Phone Number: 202-648-9001
- Email Address: amanda.boshears@atf.gov

Chicago Police Dept

The Chicago Police Department represents a prime example of our expertise in law enforcement background screening. Working closely with their Personnel Investigations Supervisor, Yvonne Terry, we have demonstrated our ability to conduct comprehensive background checks that meet the department's rigorous standards for public safety personnel. Our screening process has been instrumental in supporting their critical recruitment and vetting processes, balancing thoroughness with efficiency.

- Contact Name: Yvonne Terry
- Title: Personnel Investigations Supervisor
- Phone Number: 312-745-5230
- Email Address: yvonne.terry@chicagopolice.org

Baltimore City and Baltimore Poice Dept

Our comprehensive background screening services for Baltimore extend far beyond traditional law enforcement personnel vetting. We provide extensive background investigations for a wide range of city administrative positions, including city hall staff, fire department personnel, 911 emergency services personnel, and various city-appointed positions. This demonstrates our ability to support the city's complex hiring needs across multiple departments, ensuring thorough and consistent screening processes. Our approach covers a comprehensive range of positions, from administrative roles to critical public safety and emergency service positions, demonstrating our versatility in meeting the intricate screening requirements of a significant metropolitan government.

- Contact Name: Olufunso Onamade, M.B.A.
- Title: Deputy Director, Recruitment Section
- Phone Number: 443-240-9306
- Email Address: Olufunso.Onamade@baltimorepolice.org

Dept of Energy - Fermilab

Our work with Fermilab demonstrates our capability to serve complex research and scientific institutions. Procurement Specialist Jackie Rakers can attest to our ability to provide comprehensive background screening services that meet the unique requirements of a leading national research laboratory. Our screening process supports Fermilab's need for thorough, precise, and reliable personnel vetting.

- Contact Name: Jackie Rakers
- Title: Procurement Specialist II
- Phone Number: 630-840-2409
- Email Address: jrakers@fnal.gov

These references represent a cross-section of critical institutions that rely on our background screening expertise. From federal law enforcement and city police departments to cutting-edge research facilities, we have consistently demonstrated our ability to provide comprehensive, accurate, and compliant background investigations.

Our references highlight our key strengths: adaptability to diverse institutional needs, unwavering commitment to thorough screening, and the ability to meet the most stringent security requirements. Each reference underscores our capability to deliver high-quality background screening services that support the critical missions of our clients.

TAB D - PROJECT- RELATED EXPERIENCE AND QUALIFICATIONS

5.2 Project Related Experience and Qualifications

5.2.1 Provide a general explanation and chart which specifies project leadership and reporting responsibilities, and how the team will interface with Customer.

Our leadership team is structured to provide seamless communication and project management. We will assign a dedicated Project Manager who will serve as the primary point of contact, responsible for coordinating all aspects of background screening services. Our organizational chart will clearly define roles, reporting lines, and communication protocols. Regular status meetings and comprehensive reporting will ensure transparency and alignment with customer needs. We utilize a collaborative approach that combines experienced account managers with technical experts to deliver comprehensive background check solutions.

5.2.2 Any goods or services not outlined in the Scope of Work that you wish to offer?

As a fully licensed Texas Private Investigator, we offer comprehensive screening services beyond standard background checks. Our advanced service offerings include social media cyber-vetting, comprehensive drug testing, and international background screening. We specialize in first responder background investigations, with proven experience serving high-profile government agencies including the Department of Homeland Security (DHS), Department of Defense (DOD), New York Police Department (NYPD), and Chicago Police Department. Our specialized screening packages can be customized to meet unique organizational requirements, providing in-depth investigative solutions that go beyond basic background checks.

5.2.3 Any major requirements that cannot be met by your firm?

none

5.2.4 List the business location(s) out of which your firm's team members will work from. You are encouraged to provide options to cover multiple geographic areas outside of Dallas/Fort Worth.

Our company maintains strategic office locations to provide comprehensive background screening coverage.

Our headquarters is centrally located in Chicago, Illinois, with additional satellite offices in New York, Washington D.C., California, Maryland, and Florida. This distributed network allows us to efficiently process background checks across multiple regions while maintaining consistent quality and compliance standards.

We are uniquely positioned to serve various geographic areas, including the North Central Texas region specified in this RFP. Our multi-location approach ensures flexibility, rapid response times, and robust service capabilities for governmental and public sector clients. if the volume and support requirement even close proximity we would be happy to consider opening a satellite office in the Ft worth / Dallas area.

5.2.5 Provide an overview of your company including its size, years in business, experience and major clients.

Founded in 2006, our company specializes in comprehensive background screening services with a proven track record of serving governmental, healthcare, and educational institutions. We currently employ 45 professionals and conduct over 20,000 annual investigations across healthcare, college, and government sectors. Our major clients include the Department of Defense (DOD), Department of Homeland Security (DHS), Securities and Exchange Commission (SEC), Department of Justice (DOJ), and major metropolitan governments including the Cities of Baltimore, New York, and Chicago. We hold key certifications including MBE Certification and a Federal GSA Contract.

Our team brings extensive experience in investigative technology, with professional memberships in ASIS International and the Society for Human Resource Management

5.2.6 Describe your invoicing process. Payment terms? Is payment by credit card accepted?

Our invoicing process is designed for transparency and flexibility. We offer detailed, itemized invoices with clear breakdowns of services rendered. Payment can be made via multiple methods, including credit card, ACH, electronic transfer, and traditional billing.

Standard payment terms are net 30 days, with options for customization based on customer preferences. We provide secure, digital invoice management through our client portal, allowing easy tracking and management of billing information.

5.2.7 Include a list of no more than five (5) similar contracts awarded within the last 5 years.

- Department of Homeland Security (DHS) Comprehensive Background Screening Program (2018-2024)
- Department of Defense (DOD) Personnel Screening and Credentialing Services (2019-present)
- City of New York Multi-Department Background Investigation Program (2012-present)
- Securities and Exchange Commission (SEC) Employee Verification Services (2016-present)
- City of Baltimore First Responder and Municipal Personnel Screening Project (2018-present)

5.2.8 Identify any contracts within the past three years that were terminated due to non-performance.

We maintain a 100% contract retention rate and have not had any contracts terminated due to non-performance in the past three years. Our commitment to quality, compliance, and customer satisfaction has enabled us to build long-term relationships with our clients. We pride ourselves on delivering consistent, high-quality background screening services that meet or exceed client expectations.

5.2.9 State the warranty and length of same that may apply to the goods or services you are proposing.

We provide a comprehensive service warranty that guarantees the accuracy and completeness of our background screening reports. Our warranty includes free re-screening for any errors discovered within 90 days of the original report. We stand behind the quality of our investigations and are committed to delivering precise, reliable background check information. Our technology and human expertise ensure thorough and compliant screening processes.

Company Overview

Company Facts	
Founded	2006
Headquarters	Chicago, IL
Satellite Offices	NY, DC, CA, MD, FL
Employees	45+
Annual Investigations	20,000+
Government Clients	65+

Certifications & Licenses

- MBE Certified
- Federal GSA Contract Holder
- Team Holds Various Federal Security Clearances
- TX Private Detective Agency

Professional Memberships

- International Association of Chiefs of Police
- ASIS International
- Society for Human Resource Management

Recognition & Awards

-  Forbes Most Promising Companies
-  Inc. Magazine Fastest Growing Security Companies
-  Ernst & Young Entrepreneur Year Finalist
-  Power of One Award - University of Chicago Law School
-  Great Place to Work Certified

Team Composition

Team Category	Size	Qualifications	Experience
Investigative Analyst	20+	<ul style="list-style-type: none"> • Bachelor's Degrees • FCRA Certified • Investigation Management 	8+ years avg
Quality Control	3+	<ul style="list-style-type: none"> • Compliance Experts • Audit Specialists • Process Improvement 	10+ years avg
Administrative Support	4	<ul style="list-style-type: none"> • Document Processing • Client Communication 	5+ years avg

Staff Qualifications Matrix

Role	Required Qualifications	Compliance Rate
Investigative Analyst	<ul style="list-style-type: none"> • Background Screening Experience • FCRA Certification • Quality Control Experience 	100%
Quality Control	<ul style="list-style-type: none"> • Audit Experience • Compliance Knowledge • Process Improvement 	100%

Training & Certification Requirements

Initial Training	Ongoing Training	Required Certifications
Investigation Procedures ClarityIQ System Compliance Requirements Interview Techniques	Monthly Updates Compliance Refreshers Technology Updates Process Improvements	PERC for Private Detective License FCRA Certification DOD Security Training Industry-Specific Training

Staff Performance Metrics

Metric	Target	Actual Performance
Quality Score	95%	99.9%
Client Satisfaction	90%	98%
Documentation Accuracy	100%	100%

Dedicated Project Team

- Executive Sponsor (Anna Fong)
- Project Operations Manager (Jacqueline Lord)
- Customer Success Manager (Kim Pitacek)

Customer Interface Model

Our customer interface is designed to provide unparalleled support and communication. We recognize that each client has unique needs, and our approach reflects this understanding through a multi-tiered communication strategy that provides flexibility, transparency, and immediate access to critical information.

Reporting Cadence

We go beyond standard reporting by offering a comprehensive suite of communication tools that keep our clients fully informed and engaged throughout the screening process.

Additional Services Beyond Scope

While our core services are robust, we understand that modern screening requires innovative approaches. Our additional services are designed to provide comprehensive intelligence that goes far beyond traditional background checks:

- Drug Testing
- Social Media Deep-Dive Screening: We leverage advanced digital forensic techniques to provide a holistic view of an individual's online behavior and potential red flags.
- International Background Checks: Our global network allows us to conduct thorough investigations across international boundaries, providing comprehensive screening for organizations with diverse, global workforces.

Limitations and Constraints:

Transparency is key to our operations. While we pride ourselves on comprehensive capabilities, we also recognize our limitations:

- Extreme time constraints can challenge our typically thorough process.
- Screenings in regions with limited digital infrastructure may require alternative investigative methods.
- Some highly specialized screenings might require additional resources or specialized expertise.

The Power of Comprehensive Screening

Our background investigation platform isn't just a collection of searches – it's an integrated solution built specifically for government agencies. Each component has been carefully designed to provide maximum insight while maintaining strict compliance with all applicable regulations.

Standard Package Excellence

When we conduct a standard background check, we don't simply run database searches. Our suite of IQ products combine advanced technology with human expertise:

IdentityIQ

- Our Social Security Numbers (SSN) to verify candidate identities, detect fraud, and uncover potential red flags. It provides a critical layer of security in your hiring process, ensuring the integrity of your workforce from the start.

EmployIQ

- Our dedicated verification team conducts detailed employment checks using a multi-touch approach, reaching out via phone, email, and digital verification systems to ensure accurate results. We don't stop at basic dates and titles – we dig deeper to verify job responsibilities, reason for leaving, and rehire eligibility when available.

CrimIQ

- Our criminal record checks utilize a proprietary multi-layered approach:
 - First Layer: Our COPS Instant database searches across 650M+ records, including Sex offenders (all 50 states+ territories) and Sanctions/exclusions checks (OFAC, GSA, OIG, etc.)
 - Second Layer: AI-powered analysis to identify potential matches
 - Third Layer: Expert human review of all potential records
 - Final Layer: On-site county court record or Statewide / Federal repository check when needed

This methodical approach allows us to maintain our industry-leading 99.8% accuracy rate while delivering results within 3 business days.





Enhanced Package Innovation

Our enhanced screening options leverage cutting-edge technology to provide deeper insights:

DriveIQ

- **Motor Vehicle Records:** Real-time integration with DMV databases across all 50 states ensures you receive the most current information. Our system automatically flags high-risk drivers and monitors for ongoing changes.

DegreeIQ

- **Education Verification:** We maintain direct relationships with over 5,000 educational institutions worldwide. Our education verification team includes specialists in international credential evaluation, ensuring an accurate assessment of degrees from any institution.

LicenseIQ

- **Professional License Verification:** Our license verification process goes beyond basic status checks. We maintain direct feeds from hundreds of licensing boards and automatically

monitor for disciplinary actions or status changes.

SocialIQ

Social Media Investigation comprehensively analyzes a candidate's online presence to help employers assess potential risks and ensure cultural fit. By evaluating public social media activity, we identify any red flags such as inappropriate behavior, illegal activities, or discriminatory views, protecting your company from reputational damage and workplace disruption. Key Features Include:

- AI-powered analysis of public profiles
- FTC/EOC-compliant reporting
- Seven-year historical review

CreditIQ:

- Full TransUnion reports
- FCRA compliance management
- Pre-adverse action support

Web Access Solution: The Future of Background Screening

Our portal isn't just another website – it's a sophisticated platform designed specifically for government agencies. Built on modern cloud architecture, it combines enterprise-grade security with consumer-grade usability.

User Experience Excellence

We understand that your team needs to process background checks efficiently. Our interface has been refined through extensive user testing and feedback from government clients:

- Intuitive Dashboard: Real-time visibility into all background checks with customizable views
- Smart Forms: Dynamic questionnaires that adjust based on position requirements

- Automated Workflows: Customizable approval chains and notification systems
- Mobile Optimization: Full functionality on any device

Security Without Compromise

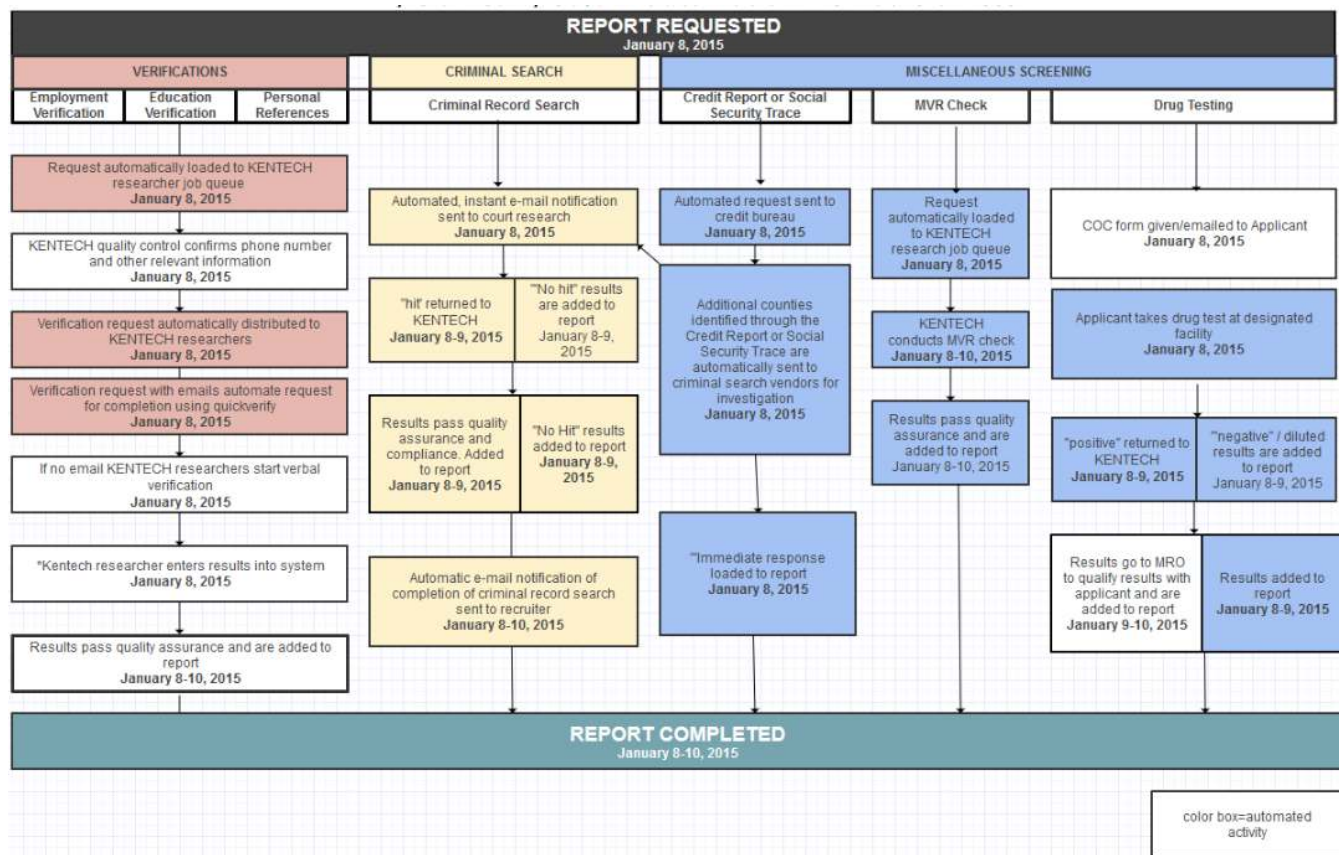
Security isn't just a feature – it's foundational to our entire system:

- Zero Trust Architecture: Every request is verified, regardless of source
- Advanced Encryption: AES-256 encryption for all data, both in transit and at rest
- Continuous Monitoring: 24/7 security operations center with real-time threat detection
- Regular Testing: Monthly penetration testing and vulnerability assessments



ACCURACY & TIMELINESS

We have automated internal operations to an unprecedented level in the industry to ensure rapid turnaround at the highest levels of accuracy and compliance yield nearly 80% in automation. 48 hours or less.



TAB E - TECHNICAL PROPOSAL

EXHIBIT 4 QUESTIONNAIRE

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

5.1 Technical Specifications

5.1.1.1 Compliance Expertise: Explain how your company has a deep understanding of federal, state, and local regulations, including the Fair Credit Reporting Act (FCRA) and Equal Employment Opportunity Commission (EEOC) guidelines.

KENTECH maintains comprehensive compliance frameworks incorporating federal, state, and local background screening regulations. Our compliance expertise includes Federal Compliance, FCRA Compliance:

Certified compliance auditors oversees all screening processes. Automated permissible purpose verification

Standardized disclosure and authorization forms including strict adherence to adverse action procedures staff training

and certification, EEOC Compliance: Individualized assessment protocols, Non-discriminatory screening criteria

Job-relatedness validation Consistent evaluation standards Ban-the-box compliance monitoring State and

Local Compliance: Texas-specific requirements: Texas Public Information Act compliance Texas Department of

Public Safety requirements Texas Education Code compliance Municipal and country-specific regulations

Texas Business and Commerce Code adherence.

5.1.1.2 Accuracy and Thoroughness: Explain how your company provides accurate and comprehensive reports. This includes verifying employment history, education, criminal records, and other relevant checks.

Our multi-layered verification approach ensures comprehensive and accurate background checks

Criminal Records Verification: Primary source court record verification, Multi-jurisdictional database searches
County-level searches in all disclosed counties Federal criminal record searches International
criminal checks when applicable

Employment Verification: Direct employer contact Multiple contact attempts (minimum 3) Digital
verification systems integration Employment gaps investigation Comprehensive documentation collection

Education Verification: Direct institution contact National Student Clearinghouse verification

5.1.1.3 Data Security: Explain how your company has robust data privacy and security measures to protect sensitive information.

KENTECH employs enterprise-grade security measures to protect sensitive screening information

5.1.1.4 Integration Capabilities: Explain your company's ability to integrate with your existing applicant tracking systems (ATS) and recruitment management systems can streamline the hiring process.

KENTECH's eKENTECH platform offers seamless integration capabilities through our modern REST API architecture, enabling direct connections with popular applicant tracking systems and HRIS platforms. Our solution includes pre-built integrations with major systems including Workday, Oracle/Taleo, SAP SuccessFactors, and iCIMS, supporting both real-time data synchronization and batch processing options. The platform's flexible integration framework allows for custom field mapping, automated status updates, and secure document transfer while maintaining strict security protocols.

Through our certified integration partnerships, we ensure reliable data flow and streamlined workflows that reduce manual entry and accelerate hiring processes. For detailed information about our integration capabilities and partnership programs, please visit our integration portal at <https://www.ekentech.com/integrations>. Each integration is supported by our dedicated technical team to ensure smooth implementation and ongoing optimization.

5.1.1.5 Turnaround Time: Explain how fast and reliable turnaround times are essential to keep your hiring process efficient.

KENTECH delivers industry-leading turnaround times through our automated workflows and efficient verification processes, consistently completing 85% of standard background checks within 2 business days and 100% within 3 business days. For enhanced screening packages requiring additional verification steps, we maintain completion rates of 80% within 4 business days and 100% within 5 business days. Our ClarityIQ platform provides real-time status tracking and automated notifications, keeping stakeholders informed throughout the process. Rush processing options are available for time-sensitive requests, and our automated verification system operates 24/7 to

5.1.1.6 Customer Support: Explain how strong customer support can help address any issues or questions that arise during the background check process.

KENTECH provides comprehensive support through a dedicated team assigned specifically to TXShare member agencies, ensuring consistent and knowledgeable assistance throughout the screening process. Our support model includes a designated account manager, backed by Texas-based technical specialists who understand local requirements and jurisdiction-specific needs. Support is available through multiple channels including phone, email, and live chat, with 24/7 emergency assistance for urgent matters. Our team maintains an average response time of under 1 hour during business hours and provides regular check-ins to ensure optimal system utilization. Each customer receives personalized training and access to our online knowledge base, complemented by monthly best practices webinars. This multi-tiered support approach has resulted

5.1.2 Describe the proposed methodology technology and how it works (including any hardware/software).

KENTECH's proprietary eKENTECH platform delivers comprehensive background screening through a modern cloud-based architecture that combines automated workflows with human expertise. The core platform operates through a secure, web-based interface accessible from any modern browser, eliminating the need for local software installation. Our technology stack incorporates advanced automation tools for initial data collection and verification, while our trained investigators perform thorough quality checks and handle complex verifications. The system's workflow engine manages the entire screening process from initial request through final delivery, incorporating multiple automated checkpoints for accuracy and compliance. Real-time dashboards provide instant visibility into screening status, while configurable reports deliver results in client-preferred formats. Built on Amazon Web Services (AWS) enterprise cloud infrastructure, eKENTECH ensures 99.99% uptime reliability while maintaining strict security protocols. All system features are regularly updated through

5.1.3 Explain the operating requirements of the customer's staff.

KENTECH designs the eKENTECH platform to minimize technical requirements while maximizing user efficiency. The system operates through any modern web browser (Chrome, Firefox, Safari, Edge) and requires only standard computer equipment with internet access. Users need basic computer literacy and receive comprehensive training through a streamlined program: a 2-hour administrator session and 1-hour end-user orientation, supplemented by quick reference guides and optional monthly feature webinars. The platform supports multiple user roles - System Administrator, Hiring Manager, HR Staff,

5.1.4 Provide an example order schedule overview explaining turnaround time.

KENTECH's eKENTECH platform delivers efficient and predictable background screening timelines through our automated workflow system. Our standard process begins immediately upon order submission with instant database searches and automated verification requests. Within the first 24 hours, employment and education verifications are initiated while our court researchers begin criminal record retrievals. By the second business day, most verifications are completed and undergo initial quality review. The final day includes comprehensive quality assurance, compliance checks, and report delivery. Throughout this process, users receive real-time status updates via dashboard notifications, email alerts, and mobile updates. This streamlined approach enables us to consistently meet our service level commitments while maintaining 99.8% accuracy rates across all verification types. See the attached exhibit for visual illustration

5.1.5 Explain what is involved in the implementation of the contract with a new customer.

KENTECH employs a proven four-phase implementation methodology that ensures smooth transition and rapid adoption of the eKENTECH platform for TXShare members. Our process begins with a Discovery & Planning phase where we align system configuration with your specific requirements and compliance needs. The Configuration phase includes system setup, workflow design, and integration development, typically completed within 2-3 weeks. Testing and validation follows, ensuring all components work seamlessly with existing systems. The final phase includes comprehensive training, documentation delivery, and coordinated go-live support. This structured approach, refined through 200+ government implementations, typically enables full system deployment within 4-5 weeks while minimizing disruption to existing operations. Throughout implementation, a dedicated project manager serves as your single point of contact, ensuring clear communication and timely issue resolution

5.1.6 What is the customer expected to provide to facilitate your service.

KENTECH structures our service delivery to minimize customer obligations while ensuring optimal background screening results. To facilitate service initiation, customers need only provide basic account setup information including authorized users, desired workflow approvals, and any custom reporting preferences. For individual background checks, requirements are streamlined to essential elements: signed consent forms, accurate candidate information, and screening package selection. The eKENTECH platform's intuitive interface guides users through data entry, while our automated validation systems help prevent common errors. We maintain flexibility to accommodate customer-specific policies and procedures,

5.1.7 Identify any subcontractors or third-party services that will be utilized in the performance of the services.

KENTECH selectively partners with specialized service providers to enhance our background screening capabilities while maintaining strict quality and security standards. For fingerprinting services, we utilize a network of local third-party providers strategically located throughout Texas and other service areas, ensuring convenient access for candidates.

Additional partnerships include international verification specialists for global screening needs, authorized credit reporting agencies, and professional licensing boards. All subcontractors undergo rigorous security screening, sign confidentiality agreements, maintain required certifications, and are subject to regular performance reviews. This hybrid approach of direct services and strategic partnerships enables KENTECH to deliver comprehensive screening solutions while maintaining quality control over all aspects of service delivery.

5.1.8 Describe and clearly indicate any exceptions to the specifications or requirements found in this RFP.

NA

5.1.9 Provide any additional information you feel is necessary.

SEE ATTACH IN PROPOS,

Our Understanding of Your Needs

NCTCOG faces several critical challenges in its background screening process:

- The need to process across multiple statewide depts with consistent quality
- Complex compliance requirements across different departments
- Integration requirements with an ATS/HRIS platform
- Strict security and data protection standards
- Diverse screening needs, from basic to enhanced investigations

Our solution directly addresses each of these challenges while providing the flexibility to adapt to your evolving needs.

Investigation Methodology

Our comprehensive approach combines advanced technology with experienced investigative analysts to deliver thorough, accurate background investigations within the required timeframes.

High Tech	High Touch
ClarityIQ Case Management	Former Law Enforcement Investigators
Automated Data Collection	In-person Interviews
Real-time Status Updates	Neighborhood Canvas
Digital Document Management	Reference Checks
Automated Compliance Checks	Professional Verifications

Core Technology: eKENTECH

Our proprietary eKENTECH case management system was built exclusively for government and first responder background investigations and provides:

Feature	Benefit
Real-time Status Tracking	Instant visibility into investigation progress
Automated Workflows	Consistent process adherence
Digital Document Management	Secure, paperless operation
Quality Control Checkpoints	Built-in compliance verification
Customizable Reporting	Agency-specific requirements met
CJIS Compliance	Meets security standards

Our proven background investigation solution offers NCTCOG a comprehensive, secure, and efficient system that exceeds all RFP requirements. Key differentiators:

- ✓ 20+ years of experience conducting background checks for government agencies
- ✓ Processing capacity of 20,000+ investigations annually
- ✓ 99.99% system uptime with an average completion time of 2 business days
- ✓ Seamless Workday integration through secure REST API
- ✓ SOC 2 Type II certified secure cloud infrastructure
- ✓ Dedicated implementation team with 200+ successful government deployments

eKENTECH Capabilities

Our comprehensive solution is designed specifically for government agencies requiring high-volume, sensitive background investigations. The platform delivers:

- 256-bit SSL/TLS encryption for all data transmission
- 99.5% guaranteed system uptime exceeding industry standards
- Mobile-responsive interface for access flexibility
- Role-based access control with granular permissions
- Multi-factor authentication for enhanced security
- IP-based access restrictions
- Comprehensive audit logging



Seamless ATS/HRIS Integration

- Native API integration requiring minimal IT resources
- Real-time data synchronization preventing duplicate entry
- Automated status updates across systems
- Configurable workflows matching County processes
- Batch processing for high-volume efficiency
- Custom field mapping capabilities
- Error handling and notification system

Investigation Management System

- Automated case tracking from initiation to completion
- Real-time status updates accessible to authorized users
- Document management with version control
- Quality control checkpoints throughout the process
- Compliance monitoring and alerting
- Customizable dashboards and reports
- Ad-hoc reporting capabilities

Security and Compliance Framework

Our security infrastructure exceeds federal standards and ensures the highest level of data protection:

Data Protection Measures

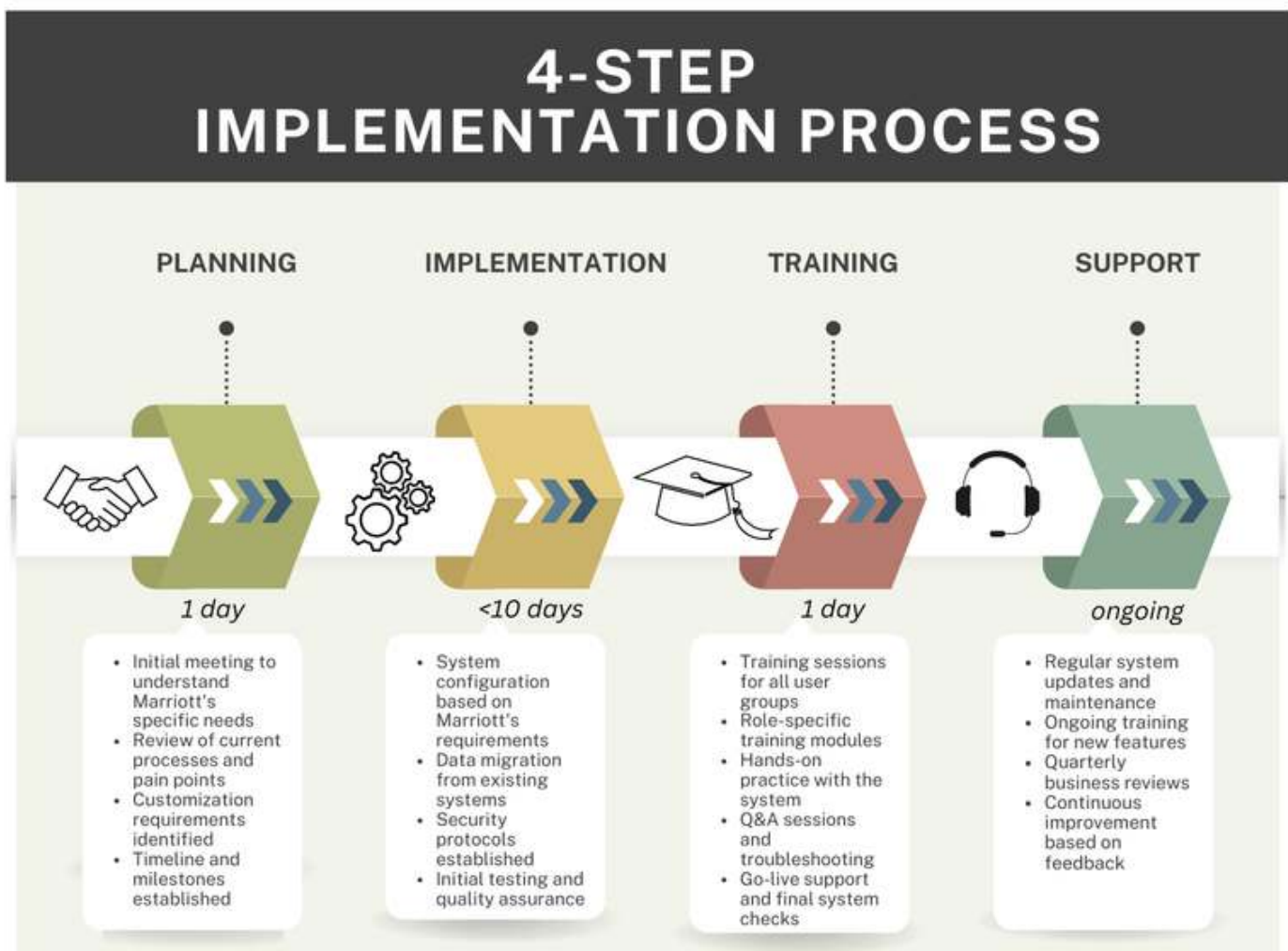
- SOC2 Type II certified infrastructure
- FCRA compliant processes
- CJIS compliance for law enforcement data
- Regular penetration testing by third parties
- 24/7 security monitoring with automated alerts
- Data encryption at rest and in transit
- Secure data backup and recovery

Compliance Management

- Automated compliance checks against federal requirements
- Regular security audits and assessments
- Policy enforcement through system controls
- Documentation tracking for audit purposes
- Real-time regulatory update monitoring
- Compliance reporting capabilities
- Annual third-party assessments

IMPLEMENTATION EXCELLENCE

Our proven four-phase implementation methodology ensures a smooth transition and the operational success timeline ranges from 1- 4 weeks, depending on complexity.



Phase 1: Discovery & Planning

- Executive leadership kickoff aligning strategic objectives
- Comprehensive security requirement documentation
- Current process analysis and optimization planning
- Detailed project plan development
- Communication plan establishment

Phase 2: Implementation

- Workflow design
- Security role configuration matching County policies
- Integration planning and documentation
- Automated notification setup
- Quality control checkpoint implementation
- User acceptance criteria definition

Phase 3: Training & Documentation

- Role-based training program delivery
- Hands-on workshops with real scenarios
- Documentation, including quick guides
- Video tutorial creation
- Administrator training
- Change management support
- Knowledge transfer sessions

Phase 4: Go-Live & Support

- Phased deployment execution
- Real-time monitoring and resolution
- Daily status meetings
- Performance metric tracking
- Issue resolution team
- Success criteria validation
- 30,60,90 Executive Sponsor Check-ins

SERVICE LEVEL AGREEMENT

Our Commitment to Excellence

Our SLA isn't just a set of metrics – it's our promise to you. We exceed standard industry benchmarks:

Standard Package Completion:

- 85% within 2 business days
- 100% within 3 business days

Enhanced Package Completion:

- 80% within 4 business days
- 100% within 5 business days

System Availability:

- 99.99% uptime guaranteed
- 24/7 monitoring
- 1-hour response time for critical issues

Innovation: Looking to the Future

Our commitment to innovation ensures you'll always have access to the latest screening technology:

Current Development Initiatives:

- AI-powered identity verification
- Blockchain credential verification platform
- Improving Our Continuous Monitoring Capabilities
- Advanced analytics and predictive screening
- Mobile-first user experience

Each innovation is developed with direct input from our government clients, ensuring they meet real-world needs rather than just following technology trends.

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APPENDIX A.1

Pricing for TXShare Cooperative Purchase Program Participants

PROPOSAL DISCOUNT OFFER WORKSHEET FOR RFP #2025-028

Service Category #1: Background Check Services		
Item	Description	% Discount Off Your Regular Rate

1 Service Category #1: Background Check Services

10%

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

2 Describe Services Below:

A	SEE DETAILED ATTACHED SHEE	10%
B		
C		

APPENDIX A.2
Service Area Designation Forms

EXHIBIT 3
SERVICE DESIGNATION AREAS

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

(Exhibit 3 continued on next page)

(Exhibit 3 continued)

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

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

End of Exhibit 3

APPENDIX A.3

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

EXHIBIT 1

CATEGORIES SELECTED, DISCOUNTS FOR PRICING & CURRENT PUBLISHED PRICE LIST

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

☒ Service Category #1: Background Check Services

☒ Service Category #2: Other Ancillary Services

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

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

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

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

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

APPENDIX B
DEBARMENT CERTIFICATION

I, Kenneth Coats
(Name of certifying official)

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

KENTECH Consulting Inc.,
(Name of lower tier participant)

nor its principals are presently:

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

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

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

EXCEPTIONS:



Signature of Certifying Official
CEO

Title
05/25/2025

Date of Certification

APPENDIX C

RESTRICTIONS ON LOBBYING

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

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

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

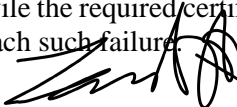
Subcontractors are also required to file with NCTCOG a disclosure form, set forth in Appendix B.2, if the subcontractor or its employees have made or have agreed to make any payment using nonappropriated funds (to include profits from any federal action), which would be prohibited if paid for with appropriated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

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

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

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

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



Signature

CEO

Title

KENTECH Consulting Inc.

Agency

05/25/2025

Date

APPENDIX D

ATTESTATION OF CONTRACTS NULLIFYING ACTIVITY

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

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

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

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

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

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

Check one of the following:

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

-OR-

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

KENTECH Consulting Inc.

Name of Organization/Contractor

Signature of Authorized Representative

Kenneth Coats, CEO

Printed/Typed Name and Title of Authorized Representative

05/25/2025

Date

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

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

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

- A) means, with respect to the entity or association, to:
 - I. refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association; and
 - II. refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or
 - III. terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association.

- B) An exception to this provision excludes the following:
 - I. contracts with a sole-source CONTRACTOR; or
 - II. the government entity does not receive bids from companies who can provide written verification.

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

Check one of the following:

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

-OR-

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

KENTECH Consulting Inc.

Name of Organization/Contractor

Signature of Authorized Representative

Kenneth Coats, CEO

Printed/Typed Name and Title of Authorized Representative

05/25/2025

Date

D-3: BOYCOTTING OF CERTAIN ENERGY COMPANIES

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

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

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

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

Check one of the following:

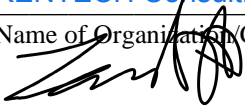
☒ The Contractor or Subrecipient hereby certifies that it does comply with the requirements of Chapter 809, Subtitle A, Title 8.

-OR-

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

KENTECH Consulting Inc.

Name of Organization/Contractor



Signature of Authorized Representative

Kenneth Coats, CEO

Printed/Typed Name and Title of Authorized Representative

05/25/2025

Date

APPENDIX E

NCTCOG FEDERAL AND STATE OF TEXAS REQUIRED PROCUREMENT PROVISIONS

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

REQUIRED 2 CFR 200 CLAUSES

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

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

The following definitions apply to this statute:

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

10. Domestic Preference for Procurements

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

11. Trafficking in Persons

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

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

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

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

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

Check and complete one of the following:

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

Name of Organization/Contractor

KENTECH Consulting Inc.

Signature of Authorized Representative

Kenneth Coats, CEO

Printed/Typed Name and Title of Authorized Representative

05/25/2025

Date

-OR-

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

Name of Organization/Contractor

Signature of Authorized Representative

Printed/Typed Name and Title of Authorized Representative

Date