

# TXShare

## Your Public Sector Solutions Center

### MASTER SERVICES AGREEMENT #2025-018 Artificial Intelligence (AI) Solutions for Public Sector Entities

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

**ePlus Technology, inc. ("Contractor")**  
**13595 Dulles Technology Dr.**  
**Herndon, VA 20171**

#### ARTICLE I RETENTION OF THE CONTRACTOR

1.1 This Agreement defines the terms and conditions upon which the Contractor agrees to provide **Artificial Intelligence (AI) Solutions for Public Sector Entities** (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 #2025-018 (hereinafter, "RFP"). The Contractor demonstrated they have the resources, experience, and qualifications to perform the described services, 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 SHARE 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 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 RFP #2025-018.
- 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 promote the use of the SHARE awarded contract whenever possible among its current and solicited customer base. Contractor shall agree to follow reporting requirements in 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 (3) additional one (1) year terms 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 Convenience: Either party may terminate the agreement for its convenience in whole or in part at any time without cause, upon 30 days written notice. Upon termination for convenience, the contractor will be entitled to payment for goods or services satisfactorily performed or delivered.
- 3.2.2 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.
- 3.2.3 Termination for 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 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 the Master Services 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  
Email: [support@civicmarketplace.com](mailto:support@civicmarketplace.com)

#### **ARTICLE V SERVICE FEE**

- 5.1 **Explanation.** NCTCOG will make this Master Service Agreement available to other governmental entities, Participating Entities, and non-profit agencies in Texas and the rest of the United States through its SHARE 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 SHARE. 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 SHARE 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 SHARE calculated as a percentage of sales processed through the SHARE Master Services Agreement. This administrative fee is not an added cost to SHARE participants. This administrative fee covers the costs of solicitation of the contract, marketing and facilitation, as well as offsets expenses incurred by SHARE.

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 contractor and NCTCOG or participants resulting from this solicitation. The administrative fee will be remitted by the contractor to Civic Marketplace on a quarterly basis, along with required quarterly reporting. The remuneration fee for this program will be 2.5% on sales.

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 SHARE 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: Purchasing Agent Phone Number: 817-704-5674 <a href="mailto:elittrell@nctcog.org">elittrell@nctcog.org</a>
---------------	---

If to Contractor:

**ePlus Technology, inc.**

**Attn:** VP, Contracts & General Counsel

13595 Dulles Technology

Dr. Herndon, VA 20171

**Phone:** (703) 984-8400

**Email:** TContracts@eplus.com & legalnotices@eplus.com

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.

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

9.5.2 Commercial General Liability:

9.5.2.1 Required Limits:

\$1,000,000 per occurrence;

\$3,000,000 Annual Aggregate

9.5.2.2 Commercial General Liability policy shall include:

9.5.2.2.1 Coverage A: Bodily injury and property damage;

- 9.5.2.2.2 Coverage B: Personal and Advertising Injury liability;
  - 9.5.2.2.3 Coverage C: Medical Payments;
  - 9.5.2.2.4 Products: Completed Operations;
  - 9.5.2.2.5 Fire Legal Liability;
- 9.5.2.3 Policy coverage must be on an “occurrence” basis using CGL forms as approved by the Texas State Board of Insurance.
- 9.5.3 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.
- 9.5.4 Professional Errors and Omissions liability:
  - 9.5.4.1 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, 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. See Appendix C.
- 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 Work Place 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).
- l. 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 extend 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**

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.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

**ePlus Technology, inc.**

Signed by:

Don McLaughlin

F44A77AE31564BB...

Signature

7/25/2025

Date

Don McLaughlin

Printed Name

SVP Contracts

Title

**North Central Texas Council of Governments**

Signed by:

Todd Little

349D83294E7946E...

Signature

8/8/2025

Date

Todd Little

Executive Director

TXShare MSA 2025-018

13

## **APPENDIX A**

### **Statement of Work**

The Contractor agrees to provide AI Solutions in accordance with the scope of work outlined in Request for Proposal (RFP) No. 2025-018, and as further detailed in the Contractor's technical response, which is incorporated herein and made a part of this Statement of Work.

1. The Contractor shall be responsible for the design, development, deployment, and ongoing support of customized Artificial Intelligence (AI) solutions. These solutions must:
  - a. Address and solve specified operational and strategic challenges.
  - b. Integrate seamlessly with existing agency systems and databases.
  - c. Be intuitive, user-friendly, and accessible to a broad range of stakeholders.
  - d. Include end-user training, system documentation, and ongoing support for staff.
  - e. Provide ongoing maintenance, upgrades, and compliance assurance with applicable data security and privacy standards.
  - f. Ensure data security and privacy compliance in alignment with state and federal regulations.
2. Technical Requirements
 

The Contractor shall ensure that all AI solutions meet the following technical specifications:

  - a. Scalability: Must support growth in both data volume and user interaction without degradation of performance.
  - b. System Integration: Solutions must integrate with existing platforms.
  - c. Security frameworks: MDM, IAM, SIEM, and related infrastructure
  - d. Real-Time Analytics: Must provide real-time data analysis and reporting.
  - e. Data Security & Privacy Compliance: Adherence to standards such as GDPR, HIPAA, and CCPA are required.
  - f. Natural Language Processing (NLP): Advanced NLP capabilities must be embedded to support diverse and accurate user interactions.
  - g. Accuracy & Validation: Contractor must demonstrate and maintain a high level of system accuracy and describe methods for validation and quality assurance.
  - h. Algorithm Transparency: Solutions must include clear documentation of AI algorithms, approaches to mitigating bias, validation processes, and explainability.
  - i. Continuous Improvement: Solutions must include features for ongoing learning, with mechanisms to incorporate feedback and improve performance over time.
  - j. Interoperability: AI systems must comply with open standards and be capable of integrating with current and future digital infrastructure.
  - k. Quality Control: Contractor shall maintain rigorous quality control protocols to ensure consistent and reliable system performance.
3. Data Governance
 

The Contractor must implement the following data governance practices:

  - a. Data Integrity and Accuracy: Ensure reliable data quality through lifecycle validation checks and automated error correction.
  - b. Data Privacy Compliance: Adhere to all relevant privacy laws. Implement data anonymization and pseudonymization as needed and obtain/document user consent for data collection and use.
  - c. Access Controls: Implement role-based access controls and multi-factor authentication (MFA) for all sensitive data access.
  - d. Data Retention and Disposal: Define and adhere to policies for secure data retention and disposal.
  - e. Data Auditing and Monitoring: Regular auditing must be conducted, and access/modification logs must be maintained and made available upon request.
4. Cybersecurity Requirements
 

The Contractor shall maintain strong cybersecurity practices throughout the contract period:

  - a. Threat Detection & Response: Deploy AI-based threat detection tools. Define incident response plans and test them regularly.
  - b. Encryption: Utilize end-to-end encryption (AES-256, RSA-2048, etc.) for both data in transit and at rest.

- c. Vulnerability Management: Perform regular security assessments and penetration testing. Patch vulnerabilities promptly.
- d. Security Governance Framework: Establish and follow a documented governance model with defined policies, controls, and responsibilities.
- e. Risk Management: Identify risks, establish mitigation strategies, maintain a disaster recovery plan, and conduct root-cause analysis following incidents.
- f. Training & Awareness: Provide regular cybersecurity training to all relevant agency staff. Training must address both technical procedures and general awareness.



### 3. Regular Status Updates and Progress Monitoring:

Schedule regular status meetings to ensure all stakeholders remain aligned and updated on project progress. These updates will help mitigate risks, facilitate timely issue resolution, and maintain adherence to the project timeline.

### 4. Integrated Issue and Risk Management:

Develop a joint issue and risk management process that involves proactive identification, assessment, and mitigation of potential risks. Through collaboration, we will resolve issues efficiently while minimizing impact on overall project success.

## 4. Technical Proposal

This section should constitute the major portion of the submittal. Respondents are required to clearly identify which project deliverables their proposed solution addresses (refer to Section 5.1) and detail their capabilities, knowledge, and skills related to the desired deliverables, objectives, technical requirements, and expectations as outlined in Section 5.0: Specifications.

The Technical Proposal should include, but not be limited to, the following:

- a. Project Deliverables: Clearly specify how your proposed solution addresses each deliverable outlined in Section 5.1, including detailed descriptions of functionalities and approaches for each challenge objective.

### 5.1 CHALLENGE OBJECTIVES

Vendors are invited to propose AI solutions that address the following operational challenges, including but not limited to:

- a. Administration: How can AI assist in strategic planning, policy analysis, performance tracking, and enhance decision-making processes for effective city governance?

### ePlus Response – Administration

ePlus proposes AI solutions to enhance NCTCOG's administrative functions, fostering strategic, data-driven, and efficient governance.

### Our AI Solutions:

#### 1. Strategic Planning:

- **Data-Driven Insights:** AI to analyze demographic, economic, and policy data for informed strategy development. *Example: Identifying emerging trends in population growth and resource needs.*
- **Predictive Modeling:** AI to model potential outcomes of different strategic decisions. *Example: Evaluating the impact of various infrastructure investments.*
- **Optimized Resource Allocation:** AI to optimize resource allocation based on strategic priorities. *Example: Allocating funds to high-impact programs based on predicted outcomes.*

#### 2. Policy Analysis:

- **NLP-Powered Review:** AI to analyze policy documents, identify conflicts, and assess impacts. *Example: Identifying potential conflicts between new and existing policies using natural language processing.*
- **Impact Assessment:** AI to predict the effects of proposed policies on various stakeholders. *Example: Assessing the impact of a new zoning regulation on local businesses and residents.*
- **Policy Recommendations:** AI to suggest policy improvements based on data analysis and best practices. *Example: Recommending policy changes to improve public safety based on crime data analysis.*

#### 3. Performance Tracking:

- **Automated Data Collection:** AI to gather performance data from various sources. *Example: Automatically collecting data on program participation rates and outcomes.*
- **Real-Time Dashboards:** AI-driven dashboards to monitor key performance indicators and track progress. *Example: Tracking the progress of strategic initiatives and identifying areas needing attention.*





- **Performance Analysis:** AI to identify areas for improvement and optimize program effectiveness. *Example: Analyzing program data to identify areas for improvement and resource optimization.*

#### 4. Enhanced Decision-Making:

- **Predictive Analytics:** AI to forecast trends and potential outcomes, enabling proactive decision-making. *Example: Predicting future budget needs based on economic forecasts and demographic trends.*
- **Data-Driven Insights:** AI to provide decision-makers with actionable insights and recommendations. *Example: Providing data-driven recommendations for resource allocation and policy adjustments.*
- **Improved Efficiency:** AI to streamline administrative processes and reduce costs. *Example: Automating routine tasks to free up staff time for strategic initiatives.*

- b. Development Services: How can AI streamline permit applications, automate inspection scheduling, and improve communication with developers and residents?

#### ePlus Response –

##### Development Services:

ePlus proposes AI solutions to streamline NCTCOG's Development Services, improving efficiency and communication for developers and residents.

##### Our AI Solutions:

Our AI Solutions enhance the permit application and inspection processes through automation and optimization. Firstly, the streamlined permit applications feature automates the review of applications for completeness and compliance, identifying potential issues such as zoning violations and missing documentation. It also expedites approvals for compliant applications, significantly reducing processing times. Secondly, the automated inspection scheduling utilizes AI to optimize scheduling by considering inspector availability and location, providing real-time updates on schedules and results to stakeholders. This approach not only minimizes wait times but also improves resource allocation. Lastly, the improved communication aspect includes AI-powered chatbots that offer immediate assistance to developers and residents, personalized portals for tailored information, and proactive notifications regarding permit status and inspection schedules. Overall, these solutions facilitate a more efficient and user-friendly experience in managing permits and inspections.

- c. Event Center: What AI-driven solutions can enhance customer engagement, streamline ticketing processes, and optimize event management?

#### ePlus Response – Event Center

ePlus proposes AI solutions to transform the NCTCOG Event Center, enhancing customer engagement, streamlining ticketing, and optimizing event management.

##### Our AI Solutions:

The company offers a range of AI solutions to enhance customer engagement, streamline ticketing, and optimize event management. For customer engagement, AI-driven personalized recommendations suggest similar events to past attendees, while AI chatbots provide 24/7 support for inquiries about events, tickets, and venue information. Sentiment analysis of customer feedback enables the improvement of event experiences by identifying common complaints. In ticketing, AI-powered dynamic pricing optimizes ticket sales and revenue by adjusting prices based on demand and time, while automated ticketing platforms with personalized options simplify the ticketing process. AI algorithms also detect and prevent fraudulent ticket purchases. For event management, AI forecasts resource needs based on event type and attendance, enabling predictive resource allocation. Real-time monitoring dashboards powered by AI track event operations and identify potential issues, such as crowd flow and bottlenecks. Finally, automated reporting using AI generates post-event reports on attendance, revenue, and customer feedback, providing insights to improve future events.



- d. Economic Development: What AI-driven solutions can attract investment, facilitate business development, and streamline processes for economic growth?

**ePlus Response –  
Economic Development**

ePlus proposes AI solutions to drive economic growth in NCTCOG by attracting investment, facilitating business development, and streamlining related processes.

**Our AI Solutions:**

Our company offers a range of AI solutions designed to drive business growth and development. The first area of focus is attracting investment, where our AI technology can be used to target potential investors based on industry, location, and investment criteria. This is achieved through targeted marketing, predictive analytics, and personalized investor portals. The second area is facilitating business development, where our AI solutions can help match businesses with potential partners, suppliers, and customers, streamline permit applications, and provide resources and recommendations for business growth. Finally, our AI solutions can simplify processes by automatically collecting and analyzing economic data, tracking real-time performance, and generating intelligent reports.

- e. Finance and Budget: What AI solutions can support financial forecasting, optimize budget allocation, detect anomalies, and improve overall financial management and reporting?

**ePlus Response –  
Finance and Budget**

ePlus proposes AI solutions to enhance NCTCOG's financial management, supporting accurate forecasting, optimized budget allocation, anomaly detection, and improved reporting.

**Our AI Solutions:**

Our company offers a range of AI solutions designed to optimize financial performance and improve financial decision-making. The first area of focus is financial forecasting, where our AI technology can be used to predict revenue and expenses based on historical data and economic trends. This enables organizations to make informed decisions about budgeting and planning by identifying potential fluctuations and anomalies in their financial performance. Additionally, our predictive modeling capabilities allow us to model different budget scenarios, enabling organizations to make data-driven decisions about resource allocation and strategic planning.

Our budget optimization solutions take it a step further by recommending optimal budget allocation based on priorities and performance. This ensures that organizations are allocating their resources effectively and that their budgets are aligned with their strategic goals. Our AI-driven allocation capabilities also identify areas for cost savings and resource optimization, enabling organizations to streamline their operations and reduce waste. Furthermore, our performance-based budgeting solution links budget allocation to performance metrics, allowing organizations to hold departments and teams accountable for their financial performance.

In addition to budgeting and forecasting, our AI solutions also offer Anomaly Detection capabilities. These capabilities allow our clients to detect unusual financial transactions and potential fraud in real-time, ensuring that their financial data is accurate and reliable. Our error detection capabilities also identify errors in financial data and reporting, allowing organizations to correct mistakes and maintain financial compliance. Our real-time monitoring capabilities provide stakeholders with a dashboard view of financial performance, enabling them to quickly identify and respond to anomalies and trends in their financial data.

Finally, our AI solutions can improve reporting by automatically generating financial reports, creating personalized dashboards, and providing actionable insights from financial data. Our automated reporting capabilities save organizations time and reduce the risk of error, while our personalized dashboards provide stakeholders with tailored views of financial data that are relevant to their roles and responsibilities. Our AI-driven reporting solutions also provide actionable insights that enable organizations to make data-driven decisions about their financial performance and future plans.



- f. Human Resources (HR): How can AI solutions automate HR processes, enhance employee engagement, and transform recruitment and onboarding experiences?

#### **ePlus Response - Human Resources (HR)**

ePlus proposes AI solutions to transform NCTCOG's HR processes, automating tasks, enhancing employee engagement, and improving recruitment and onboarding.

Our company offers a range of AI solutions designed to transform the human resources function and improve employee engagement. Our automated HR processes solutions use AI-powered chatbots to answer employee questions, automate routine tasks, and provide personalized communication. Additionally, our automated onboarding solution streamlines the onboarding process by automating paperwork, training, and other tasks, while our automated payroll solution ensures accuracy and efficiency in payroll processing.

In terms of employee engagement, our personalized communication solution uses AI to personalize messages and communications to employees based on their individual preferences. Our sentiment analysis solution analyzes employee feedback and identifies areas for improvement, providing actionable insights for HR and management. Our AI-driven feedback solution provides employees with personalized feedback and development opportunities, helping them to grow and develop in their careers.

Our transformed recruitment and onboarding solutions use AI to enhance the hiring process, streamline onboarding, and predict employee turnover. Our AI-powered recruitment solution uses natural language processing and machine learning to screen resumes, identify top candidates, and automate the recruitment process. Our personalized onboarding solution provides new hires with individualized onboarding plans and training, helping them to quickly get up to speed and feel engaged with the organization. Finally, our predictive analytics solution uses machine learning algorithms to predict employee turnover and identify at-risk employees, allowing HR and management to take proactive steps to address concerns and retain top talent.

- g. Information Technology and Cybersecurity (IT): How can AI solutions alleviate the workload of IT personnel? Can they automate Help Desk support, streamline processes, create documentation for IT service domain knowledge, assist with cybersecurity threat detection, or take a proactive role in auditing and cyber defense?

#### **ePlus Response –**

##### **AI Solutions to Alleviate IT Workload:**

AI can significantly reduce IT personnel's workload by automating tasks, enhancing efficiency, and providing proactive support. Here's how:

Our company offers AI-powered solutions to transform IT and cybersecurity operations. Our help desk support automation solutions utilize chatbots and ticket triage to reduce ticket volume and ensure timely resolution of critical issues.

In process streamlining, our workflow automation solution automates repetitive tasks such as software deployment and patch management, reducing deployment time by 40%. Our change management solution predicts the impact of changes, ensuring smoother transitions.

Our documentation creation solutions include knowledge base automation, which generates and updates IT documentation, and FAQ generation, which creates troubleshooting guides from support interactions.

In cybersecurity, our solutions detect threats and anomalies in real-time, predict emerging threats, and provide proactive auditing and cyber defense. Our anomaly detection solution flags potential threats, while our threat intelligence solution analyzes data to mitigate emerging threats. Our vulnerability assessment solution identifies vulnerabilities and recommends patches, and our behavioral analytics solution monitors user behavior to detect insider threats. Our



automated incident response solution contains and remediates security incidents. By leveraging AI, organizations can enhance efficiency, security, and service delivery in IT and cybersecurity operations.

- h. Library Services: What AI technologies can provide a personalized user experience, improve catalog searches, and offer automated assistance?

**ePlus Response –**

**Library Services:**

ePlus proposes AI solutions to transform NCTCOG's Library Services, enhancing user experience and operational efficiency. Our company offers AI-powered solutions to enhance the user experience, improve catalog searches, and automate assistance in libraries. Our personalized user experience solutions use AI to suggest books, articles, and resources based on user preferences and borrowing history, create customized learning paths, and provide personalized assistance through virtual assistants.

In catalog searches, our solutions use semantic search to understand the context and meaning of search queries, improving search accuracy. Our AI-powered tagging solution automatically tags and categorizes library resources, making them easier to find. Additionally, our multilingual search solution enables searching in multiple languages.

Our automated assistance solutions include automated check-in/check-out using AI-powered self-service kiosks, automated resource management to track and manage library resources, and proactive notifications to remind users about due dates and available resources. These solutions increase efficiency and improve the overall experience for library users.

- i. Municipal Courts: How can AI support efficient case management, automate routine inquiries, and improve citizens' access to legal information?

**ePlus Response –**

**Municipal Courts:**

ePlus proposes AI solutions to enhance NCTCOG's Municipal Courts, improving case management and access to legal information.

Our company develops AI-powered solutions to improve efficiency and accessibility in the legal industry. Our efficient case management solutions include:

AI-powered document processing to automatically extract and categorize information from case documents

Predictive case analysis to predict case outcomes and identify potential bottlenecks

Automated scheduling to optimize court schedules and reduce delays

Our automated routine inquiries solutions provide:

AI chatbots to answer common questions about court procedures and case status

Personalized portals to provide access to case information and legal resources

Multilingual support to provide information in multiple languages

Our improved access to legal information solutions include:

AI-powered legal research to assist in legal research and provide access to relevant case law and statutes

Simplified legal language to translate complex legal language into plain English

Proactive notifications to send reminders about court dates and deadlines

These solutions aim to increase efficiency, accessibility, and transparency in the legal system, making it easier for citizens to navigate and access legal information

- j. Parks and Recreation: What AI solutions can enhance program management, registration processes, and personalized recommendations for recreational activities?

**ePlus Response –**

**Parks and Recreation -**



ePlus proposes AI solutions to enhance NCTCOG's Parks and Recreation, improving program management and user engagement.

Our company offers AI-powered solutions to enhance program management, streamline registration processes, and provide personalized recommendations for recreational programs. Our enhanced program management solutions include AI-powered scheduling to optimize program schedules and resource allocation, automated registration to streamline processes, and performance tracking to monitor program participation and effectiveness.

Our streamlined registration processes solutions provide personalized portals to access program information and registration options, AI chatbots to answer questions about programs and registration, and mobile registration to enable registration and payment using mobile devices.

Our personalized recommendations solutions include AI-powered recommendations to suggest recreational activities based on user preferences and interests, personalized activity plans to create customized plans based on user goals and preferences, and proactive notifications to send reminders about upcoming programs and events.

These solutions aim to improve the overall user experience, increase efficiency, and enhance the effectiveness of recreational programs. By leveraging AI, we can make it easier for users to find and participate in programs that match their interests and goals, and provide a more streamlined and personalized experience.

- k. Parks Maintenance: How can AI improve maintenance scheduling, optimize resource allocation, and facilitate better communication with residents?

#### **ePlus Response -**

##### **Parks Maintenance:**

ePlus proposes AI solutions to optimize NCTCOG's Parks Maintenance, improving efficiency and communication.

Our company offers a range of AI-powered solutions designed to improve maintenance scheduling, optimize resource allocation, and enhance communication with residents for parks and recreational facilities. By leveraging the power of artificial intelligence, we can help parks and recreational facilities streamline their maintenance operations, reduce costs, and increase resident satisfaction.

Our improved maintenance scheduling solutions utilize predictive maintenance to anticipate maintenance needs based on historical data and environmental factors. We also offer optimized routing to ensure that maintenance crews are deployed efficiently and effectively, reducing travel time and increasing productivity. Additionally, our automated work order system generates work orders automatically, eliminating the need for manual labor and reducing the risk of errors.

Our optimized resource allocation solutions track and manage maintenance equipment and supplies using AI-powered inventory management, ensuring that resources are always available when needed. We also optimize the allocation of maintenance resources based on needs and priorities, ensuring that the most critical tasks are completed first. Our performance tracking system monitors maintenance performance and identifies areas for improvement, enabling parks and recreational facilities to make data-driven decisions.

Our better communication with residents solutions include AI chatbots that answer questions about park maintenance and report issues, proactive notifications that keep residents informed about park closures and maintenance activities, and feedback collection that allows residents to provide input on park maintenance. By improving communication with residents, parks and recreational facilities can increase transparency, trust, and satisfaction. With our AI-powered solutions, parks and recreational facilities can operate more efficiently, effectively, and sustainably.

- l. Public Works: What solutions can help in optimizing project schedules, managing resources, and keeping residents informed about public infrastructure projects?

#### **ePlus Response – Public Works:**



ePlus proposes AI solutions to enhance NCTCOG's Public Works, optimizing project schedules and resource management.

#### Our AI Solutions:

##### 1. Optimized Project Schedules:

- **Predictive Project Planning:** AI to predict project timelines and potential delays. *Example: Predicting project completion dates based on historical data and resource availability.*
- **Resource Optimization:** AI to optimize resource allocation for public works projects. *Example: Allocating resources to projects based on priority and timelines.*
- **Automated Progress Tracking:** AI to track project progress and identify potential issues. *Example: Tracking project milestones and identifying potential delays.*

##### 2. Efficient Resource Management:

- **AI-Powered Inventory Management:** AI to track and manage public works equipment and supplies. *Example: Tracking inventory levels and ordering supplies as needed.*
- **Resource Allocation:** AI to optimize the allocation of resources based on project needs and priorities. *Example: Allocating resources to projects based on priority and timelines.*
- **Performance Tracking:** AI to monitor resource utilization and identify areas for improvement. *Example: Tracking resource utilization and identifying areas for optimization.*

##### 3. Informed Residents:

- **AI Chatbots:** AI chatbots to answer questions about public works projects. *Example: Answering questions about project timelines and road closures.*
- **Proactive Notifications:** AI to send notifications about project updates and road closures. *Example: Notifying residents about upcoming road closures and project updates.*
- **Interactive Maps:** AI-powered maps to provide real-time information about public works projects. *Example: Providing interactive maps showing project locations and timelines.*

- m. **Utility Billing:** How can AI automate billing inquiries, streamline payment processes, and provide real-time updates on utility usage?

#### ePlus Response –

##### Utility Billing:

ePlus proposes AI solutions to streamline NCTCOG's Utility Billing, improving efficiency and customer service.

#### Our AI Solutions:

##### 1. Automated Billing Inquiries:

- **AI Chatbots:** AI chatbots to answer common billing questions and provide support. *Example: Answering questions about billing amounts and payment options.*
- **Personalized Portals:** AI-driven portals to provide access to billing information and payment history. *Example: Providing access to billing statements and payment history.*
- **Multilingual Support:** AI to provide support in multiple languages. *Example: Providing billing information in multiple languages to improve accessibility.*

##### 2. Streamlined Payment Processes:

- **Automated Payment Processing:** AI to automate payment processing and reduce manual effort. *Example: Automating online payment processing and reconciliation.*
- **Payment Reminders:** AI to send reminders about upcoming payment deadlines. *Example: Notifying customers about upcoming payment deadlines.*
- **Flexible Payment Options:** AI to enable flexible payment options, including mobile payments. *Example: Allowing customers to pay using various methods, including mobile payments.*

##### 3. Real-Time Updates on Utility Usage:

- **AI-Powered Usage Monitoring:** AI to provide real-time updates on utility usage. *Example: Providing real-time data on water and electricity consumption.*
- **Usage Analysis:** AI to analyze utility usage patterns and identify potential issues. *Example: Analyzing usage patterns to identify potential leaks or inefficiencies.*





- **Personalized Recommendations:** AI to provide personalized recommendations for reducing utility consumption. *Example: Providing personalized recommendations for reducing water and electricity consumption.*

- n. Visitors Bureau: How can AI enhance visitor engagement, provide personalized recommendations, and improve tourism management?

**ePlus Response - Visitors Bureau:**

ePlus proposes AI solutions to enhance NCTCOG's Visitors Bureau, improving visitor engagement and tourism management.

Our company offers AI-powered solutions to enhance visitor engagement, provide personalized recommendations, and improve tourism management for tourism boards and travel destinations. Our solutions provide personalized recommendations based on visitor preferences and behavior, AI-powered itineraries tailored to individual interests and time constraints, and virtual assistants providing information and assistance.

Our solutions also include AI-powered search for improved accuracy and relevance, multilingual support for international visitors, and interactive maps with real-time information. Additionally, our solutions help with data analysis to identify trends and optimize resources, performance tracking to measure marketing campaign effectiveness, and resource optimization to allocate resources to high-traffic areas.

By leveraging the power of artificial intelligence, our solutions can help tourism boards and travel destinations improve the visitor experience, increase satisfaction, and drive economic growth. Our solutions can help tourism boards and travel destinations become more competitive, attract more visitors, and create a more sustainable and resilient tourism industry.

- o. Other Government Entity Departments: What AI-driven innovations can improve service delivery, streamline routine operations, and bolster data-driven decision-making?

**ePlus Response –**

**Other Government Entity Departments:**

ePlus proposes AI solutions to enhance service delivery, streamline operations, and bolster data-driven decision-making across NCTCOG's other government departments.

## 5.2 SCOPE OF WORK

Vendors will be responsible for designing, developing, and deploying customized AI solutions that:

- a. Solve the outlined challenges in various departments.
- b. Integrate seamlessly with existing systems and databases.
- c. Are user-friendly and accessible to all stakeholders.
- d. Include comprehensive training and ongoing support for staff.
- e. Provide maintenance, updates, and ensure compliance with data security and privacy standards.
- f. Ensure data security and privacy compliance.

**ePlus Response –**

Our company's AI-powered solutions empower government agencies to deliver better services, streamline operations, and make data-driven decisions. By leveraging AI, we help agencies operate more efficiently, effectively, and sustainably.

Our improved service delivery solutions provide 24/7 support through AI-powered chatbots, personalized access to information and services through portals, and proactive notifications about service updates and deadlines. These solutions enable governments to offer more responsive and personalized services, reducing workload and improving efficiency.

We also offer streamlined routine operations through automation, reducing manual effort and improving efficiency. Our automated data entry and document processing systems quickly and accurately collect and categorize government documents. Our workflow automation system improves the speed and accuracy of government processes.



Our data-driven decision-making solutions provide critical insights and analytics, enabling informed decisions. Our data analysis system identifies trends and areas for improvement, while our predictive analytics system forecasts future needs and resource requirements. Our performance tracking system monitors performance metrics and identifies areas needing attention, enabling agencies to optimize resources and improve outcomes.

By implementing our AI-powered solutions, government agencies can improve citizen satisfaction, reduce costs, and increase efficiency. Our solutions help agencies operate more effectively, making a positive impact on citizens' lives.

### 5.3 TECHNICAL REQUIREMENTS

Vendors should ensure their AI solutions meet the following criteria, including but not limited to:

a. Challenge-Specific Functionality: The AI solutions must support the specific functionalities required by each entity.

**ePlus Response –** Our AI solution framework is designed to adapt to each NCTCOG member entity's unique requirements through modular architecture and customizable workflows. We employ a consultative approach to map specific organizational challenges to appropriate AI solutions, ensuring:

- Customized implementations for varying municipal needs
- Purpose-built solutions for different department functions
- Flexible deployment options based on entity size and complexity
- Documented success metrics aligned with each entity's objectives

b. Scalability: Solutions should handle varying data volumes and interaction levels.

**ePlus Response –**

Our enterprise-grade AI infrastructure scales dynamically to accommodate NCTCOG's diverse member requirements:

- Horizontal and vertical scaling capabilities
- Cloud-native architecture supporting multi-tenant deployment
- Automated resource allocation based on demand
- Load balancing across distributed systems
- Capacity planning tools for predictable growth

c. Integration: Seamless integration with existing government systems (e.g., case management systems, HR management systems, library databases, public works management systems, parks and recreation management systems, development services systems, utility billing systems), including security frameworks such as Mobile Device Management (MDM), Identity and Access Management (IAM), Security Information and Event Management (SIEM), and other critical IT infrastructure, ensuring scalability and adaptability is required.

**ePlus Response –**

ePlus provides comprehensive integration capabilities through:

- REST/SOAP API frameworks for legacy system connectivity
- Pre-built connectors for common government platforms
- Native support for major security frameworks (MDM, IAM, SIEM)
- Middleware solutions for complex integrations
- Documentation and support for custom integrations
- Proven integration methodology with government systems

d. Real-Time Analytics: The solutions must provide real-time analytics and reporting capabilities.

**ePlus Response –**

Our platform delivers real-time analytics through:

- Live dashboarding and reporting capabilities
- Stream processing for immediate insights
- Configurable KPI monitoring and alerts





- Interactive visualization tools
- Automated report generation and distribution
- Historical trend analysis capabilities

e. Data security and Privacy: Ensure compliance with regulations (e.g., GDPR, HIPAA).

**ePlus Response –**

We ensure comprehensive security and compliance through:

- NIST 800-53 compliance framework
- HIPAA, GDPR, and FERPA compliance capabilities
- End-to-end encryption (at rest and in transit)
- Role-based access control (RBAC)
- Regular security audits and penetration testing
- Detailed audit logging and monitoring

f. Natural Language Processing Capabilities: The solutions should include advanced natural language processing (NLP) capabilities to understand and accurately respond to diverse inquiries.

**ePlus Response –**

Natural Language Processing Capabilities ePlus Response: Our NLP engine provides:

- Multi-language support for diverse communities
- Context-aware processing
- Intent recognition and entity extraction
- Sentiment analysis capabilities
- Customizable language models
- Continuous language model updates

g. Accuracy: Demonstrate a high level of accuracy in processing data and generating responses. Respondents should provide information on how accuracy will be measured and maintained throughout the solution's lifecycle.

**ePlus Response –**

We maintain high accuracy through:

- Regular model validation and testing
- Performance monitoring dashboards
- Accuracy metrics tracking and reporting
- Human-in-the-loop validation processes
- Automated accuracy assessment tools
- Continuous model refinement

h. Algorithm Transparency: Vendors should describe the algorithms used in their AI solutions, including their approach to bias mitigation and how they ensure fair and ethical outcomes. A brief overview of how these algorithms are validated and tested for effectiveness should also be included.

**ePlus Response –**

Our commitment to transparency includes:

- Documented model architectures and methodologies
- Regular bias assessment and mitigation
- Ethical AI framework implementation
- Model validation procedures
- Explainable AI features
- Regular algorithmic audits



- i. Continuous Improvement: Include mechanisms for continuous learning and improvement, allowing algorithms to adapt and enhance performance over time based on user interactions and feedback.

#### **ePlus Response –**

Our platform ensures ongoing enhancement through:

- Automated model retraining pipelines
- User feedback integration
- Performance monitoring and optimization
- Regular feature updates
- A/B testing capabilities
- Continuous learning algorithms

- j. Interoperability: Exhibit high interoperability to integrate effectively with existing digital infrastructure. Vendors are required to outline how their technology will interact with current systems, detailing adherence to open standards, API capabilities, data format compatibility, and scalability to accommodate future integration needs. Proposals should also include a plan for interoperability testing and previous examples of successful implementations. Detailed testing protocols and validation procedures must be included.

#### **ePlus Response –**

We ensure comprehensive interoperability through:

- Open API standards compliance
- Documented integration protocols
- Standard data format support (JSON, XML, CSV)
- Microservices architecture
- Integration testing framework
- Proven deployment methodologies

- k. Quality Control: Vendors must outline quality control measures and validation processes to ensure solutions meet performance expectations consistently.

#### **ePlus Response –**

Our quality control framework includes:

- Automated testing protocols
- Performance benchmarking
- Regular quality audits
- Issue tracking and resolution
- Change management procedures
- Continuous monitoring and alerting
- Service level agreement (SLA) monitoring

## **5.4 DATA GOVERNANCE AND CYBERSECURITY PROVISIONS**

Vendors must outline how they will address:

### **5.4.1 Data Governance**

- a. Data Integrity and Accuracy: Ensure mechanisms are in place to maintain the accuracy and integrity of data throughout its lifecycle. Implement validation checks and error correction protocols.
- b. Data Privacy and Compliance: Adhere to relevant data privacy laws and regulations (e.g., GDPR, CCPA). Include provisions for data anonymization and pseudonymization where necessary. Ensure user consent is obtained and documented for data collection and processing.
- c. Data Access Controls: Define role-based access controls (RBAC) to restrict data access to authorized personnel only. Implement multi-factor authentication (MFA) for accessing sensitive data.
- d. Data Retention and Disposal: Specify data retention policies, including how long data will be stored and the methods for secure disposal of data once it is no longer needed.



e. Data Auditing and Monitoring: Include regular auditing and monitoring of data usage and access. Implement logging mechanisms to track data access and modifications.

#### **ePlus Response –**

#### **Data Governance**

ePlus recognizes the importance of data governance in ensuring the accuracy, integrity, security, and compliance of data throughout its lifecycle. Our approach to data governance includes the following measures:

##### **Data Integrity and Accuracy**

To maintain the accuracy and integrity of data, we implement validation checks and error correction protocols at every stage of the data lifecycle. Our data validation process includes:

- Data cleansing: Remove duplicates, standardize formats, and correct errors.
- Data normalization: Ensure consistent formatting and categorization.
- Data quality checks: Validate data against predefined rules and standards.

##### **Data Privacy and Compliance**

We adhere to relevant data privacy laws and regulations, including GDPR and CCPA. Our data privacy policies include:

- Data anonymization: Remove personally identifiable information (PII) where necessary.
- Pseudonymization: Replace PII with pseudonyms or de-identified data.
- User consent: Obtain and document user consent for data collection and processing.

##### **Data Access Controls**

We implement role-based access controls (RBAC) to restrict data access to authorized personnel only. Our access control measures include:

- Multi-factor authentication (MFA): Require multiple forms of verification for accessing sensitive data.
- Least privilege access: Grant users the minimum access necessary to perform their duties.

##### **Data Retention and Disposal**

We specify data retention policies, including:

- Data storage timeframes: Specify how long data will be stored.
- Secure disposal: Implement secure methods for disposing of data once it is no longer needed.

##### **Data Auditing and Monitoring**

We include regular auditing and monitoring of data usage and access. Our auditing and monitoring measures include:

- Logging: Track data access and modifications using logging mechanisms.
- Data usage tracking: Monitor data usage patterns to identify potential security risks.
- Compliance reporting: Provide regular reporting on compliance with data governance policies.

By implementing these data governance measures, ePlus ensures the accuracy, integrity, security, and compliance of data throughout its lifecycle, protecting the privacy and confidentiality of NCTCOG member entities' data.

#### **5.4.2 Cybersecurity**

a. Threat Detection and Response: Implement AI-driven threat detection systems to identify and respond to potential security breaches in real-time. Integrate robust identity verification mechanisms to ensure secure access control and prevent unauthorized access, both internally and externally. Define incident response protocols, incorporating identity-related breach scenarios, and ensure they are regularly tested and updated to adapt to evolving security threats.

b. Encryption: Ensure end-to-end encryption for data in transit and at rest. Use industry-standard encryption algorithms and key management practices (e.g., AES-256, AES-128, RSA-2048, SHA-256, SHA-512).

c. Vulnerability Management: Conduct regular vulnerability assessments and penetration testing. Include provisions for timely patching and updating software to address security vulnerabilities.

d. Security Governance Framework: Establish a governance framework that outlines security policies, procedures, and responsibilities. Ensure continuous compliance with security standards and best practices.

e. Risk Management: Identify and assess potential risks associated with the AI solutions. Develop and implement risk mitigation strategies to address identified risks, including establishing a disaster recovery plan (DRP) and conducting root-cause analysis of incidents (RCA).



f. Training and Awareness: Provide regular cybersecurity training and awareness programs for government staff. Ensure staff are knowledgeable about security best practices and protocols.

#### **ePlus Response –**

Here is a response to the RFP for Cybersecurity:

#### **Cybersecurity**

ePlus recognizes the importance of cybersecurity in protecting the security, integrity, and confidentiality of data and ensuring the continuity of operations. Our approach to cybersecurity includes the following measures:

#### **Threat Detection and Response**

We implement AI-driven threat detection systems to identify and respond to potential security breaches in real-time. Our threat detection system includes:

- AI-powered threat analytics: Analyze network traffic, system logs, and system activity to identify potential security threats.
- Identity verification: Use robust identity verification mechanisms to ensure secure access control and prevent unauthorized access, both internally and externally.
- Incident response protocols: Define incident response protocols, incorporating identity-related breach scenarios, and ensure they are regularly tested and updated to adapt to evolving security threats.

#### **Encryption**

We ensure end-to-end encryption for data in transit and at rest using industry-standard encryption algorithms and key management practices, including:

- AES-256 for data at rest
- AES-128 for data in transit
- RSA-2048 for key exchange and verification
- SHA-256 and SHA-512 for digital signatures and message authentication

#### **Vulnerability Management**

We conduct regular vulnerability assessments and penetration testing to identify and address potential security vulnerabilities. Our vulnerability management process includes:

- Regular vulnerability scanning: Identify potential vulnerabilities in software, networks, and systems.
- Penetration testing: Conduct regular penetration testing to identify potential weaknesses.
- Timely patching: Ensure timely patching and updating of software to address security vulnerabilities.

#### **Security Governance Framework**

We establish a governance framework that outlines security policies, procedures, and responsibilities, ensuring continuous compliance with security standards and best practices. Our governance framework includes:

- Security policies: Define security policies and procedures for incident response, vulnerability management, and threat detection.
- Roles and responsibilities: Establish clear roles and responsibilities for security-related tasks.
- Continuous monitoring: Regularly monitor security controls and systems to ensure compliance with security standards and best practices.

#### **Risk Management**

We identify and assess potential risks associated with the AI solutions and develop and implement risk mitigation strategies to address identified risks, including:

- Risk assessment: Identify and assess potential risks associated with the AI solutions.
- Risk mitigation: Develop and implement risk mitigation strategies to address identified risks.
- Disaster recovery plan (DRP): Establish a DRP to ensure business continuity in the event of a disaster.
- Root-cause analysis (RCA): Conduct RCA of incidents to identify the root cause and implement corrective actions.

#### **Training and Awareness**

We provide regular cybersecurity training and awareness programs for government staff, ensuring they are knowledgeable about security best practices and protocols. Our training program includes:

- Regular training sessions: Provide regular training sessions on security best practices and protocols.



- Security awareness programs: Implement security awareness programs to educate staff on security risks and best practices.
  - Phishing simulations: Conduct phishing simulations to educate staff on identifying and preventing phishing attacks.
- By implementing these cybersecurity measures, ePlus ensures the security, integrity, and confidentiality of data and ensures the continuity of operations, protecting the interests of NCTCOG member entities.

- b. Technical Approach: Detail the technical approach for implementing the proposed solution, including:
- Methodologies for design and development.
  - Integration strategies with existing government systems.
  - User-friendliness and accessibility considerations.

#### **ePlus Response –**

Here is a response to the RFP for the technical approach:

The solution will employ a mix of agile and waterfall methodologies, along with pair programming for robust development. It will integrate with existing case management and HR systems via APIs and web services to ensure seamless data exchange. User-centered design and accessibility guidelines will be followed to enhance usability and accessibility. The architecture will be service-oriented with a relational database for secure data storage, supported by a high-speed, secure network. Testing will include unit, integration, and user acceptance testing to ensure reliability and user satisfaction. This approach aims to deliver a scalable, user-friendly solution that meets NCTCOG's requirements.

- c. Performance Metrics: Describe how you will measure success and performance, including key performance indicators (KPIs) for each deliverable. Include approaches to ensure accuracy, reliability, and continuous improvement of the AI solutions.

#### **ePlus Response –**

ePlus ensures AI solution success through tailored KPIs and continuous improvement practices. Key metrics include:

- Accuracy: >95% precision
- Uptime: >99.9% system availability
- Response Time: Sub-second processing
- User Satisfaction: >90% satisfaction
- Integration: 100% seamless integration
- Compliance: Zero GDPR/CCPA violations
- Model Improvement: Quarterly retraining

Approaches involve rigorous testing, real-time monitoring, bias audits, feedback loops, regular retraining, and quarterly performance reviews. Proactive issue resolution through RCA and robust incident response minimizes downtime. Transparency is maintained via real-time dashboards and regular stakeholder reviews. This ensures high-performing, evolving AI solutions that meet NCTCOG's needs.

- d. Risk Management: Outline any potential risks associated with the proposed solution and describe your strategies for mitigating these risks.

**ePlus Response –** With an AI solution, it's essential to address potential risks and outline mitigation strategies. Data privacy and security risks, such as breaches or non-compliance with regulations like GDPR/CCPA, can be mitigated through encryption, regular audits, and ensuring compliance. Bias in AI models, which may lead to unfair outcomes, can be managed by training on diverse datasets, auditing for bias, and using fairness-aware algorithms. Ensuring model accuracy involves thorough testing, continuous monitoring, and employing explainable AI techniques. Integration challenges with existing systems can be addressed by assessing infrastructure, planning phased integration, and providing comprehensive training. Regulatory compliance risks are mitigated by staying updated on industry standards, engaging legal experts, and implementing compliance systems. Operational risks, such as disruptions from technical failures, are managed through disaster recovery plans, redundant systems, and staff training. Ethical concerns and reputational risks are addressed by



adhering to AI ethics policies, engaging stakeholders, and monitoring public feedback. By proactively managing these risks, we ensure the successful deployment and operation of the AI solution, building confidence in its reliability and effectiveness.

- e. Compliance and Standards: Confirm adherence to relevant regulations and standards, including data privacy laws (e.g., GDPR, HIPAA), and detail how your solution will maintain compliance.

**ePlus Response** – ePlus has identified potential risks and developed mitigation strategies to ensure project success:

Data Security: End-to-end encryption, MFA, RBAC, and regular audits

AI Model Bias: Regular audits, diverse dataset retraining, and user feedback validation

Integration Challenges: API-first solutions, thorough data mapping, and phased integration testing

System Downtime: High availability design, real-time monitoring, and disaster recovery plan

Non-Compliance: Compliance audits, anonymization/pseudonymization, and user consent mechanisms

User Adoption: Comprehensive training, user-friendly interfaces, and ongoing support

Scope Creep: Agile methodologies, scope prioritization, and stakeholder communication

Third-Party Vendor Risks: Vendor vetting, SLAs, and contingency planning

Our proactive approach includes:

Risk register maintenance

Regular risk assessments and updates

Stakeholder communication

By addressing these risks, ePlus ensures the proposed solution's success and sustainability for NCTCOG.

5. Pricing

Respondents should furnish a proposal that specifies pricing for the solutions and/or services they propose. For more information, please refer to Exhibit 1. Points will be awarded based on the competitiveness and clarity of the Price Proposal.

**ePlus Response** – Please see **Attachment 1 - Exhibit 1 Pricing Proposal Worksheet**. To provide an accurate estimate, we'll need a bit more information about each project's specific needs and usage requirements. This helps us ensure the solution is tailored to each use case.

Here is an overall rate table for ePlus resources that could be engaged on each project.

## **APPENDIX A.1**

### **Pricing for TXShare Cooperative Purchase Program Participants**

#### **Service Category 1 – Artificial Intelligence (AI) Solutions for Public Sector Entities:**



Pre-Scheduled Work	
Job Role	Business Hours
Technician	\$100.00
Senior Technician	\$120.00
Engineer	\$160.00
Senior Engineer	\$200.00
Consultant	\$235.00
Senior Consultant	\$265.00
Solutions Architect	\$285.00
Senior Solutions Architect	\$300.00
Dev/Ops AI Architect	\$320.00
Principal Architect	\$335.00
Principal Security Strategist	\$350.00
Project Coordinator	\$145.00
Project Manager	\$235.00
Senior Project Manager	\$265.00
AV Technician	\$160.00
AV Programmer	\$190.00
AV Architect	\$210.00

#### 6. Proposed Value-Add – 5 additional points.

Respondents are encouraged to include a Value-Add section in their submission to showcase innovative approaches or supplementary functionalities that could enhance the efficiency and effectiveness of our public sector operations beyond the primary scope of this RFP. This section should highlight any additional capabilities or services not explicitly detailed in the Scope of Work but that the respondent believes would be of benefit.

#### ePlus Response –

ePlus offers value-added functionalities and services to enhance NCTCOG's public sector operations:

- Advanced Analytics: AI-powered predictive insights for decision-making
- Citizen Engagement: Conversational AI portal for 24/7 engagement and services
- Geospatial Intelligence: GIS + AI for transportation planning and emergency response
- Workforce Automation: RPA for repetitive administrative tasks
- Fraud Detection: AI-based fraud detection for financial and operational systems
- Green and Sustainable Technology: Energy-efficient IT infrastructure and AI for smarter energy management
- Disaster Recovery: Comprehensive disaster recovery and resilience planning
- Training and Capacity Building: Customized training programs for staff and stakeholders
- Innovation Hub Access: Access to ePlus's innovation lab for testing emerging technologies.
- Stakeholder Collaboration: Centralized collaboration platform for seamless communication and data sharing

These value-added features and services are designed to expand beyond the primary scope of this RFP and provide long-term benefits to public sector operations. ePlus is ready to collaborate with NCTCOG to tailor these additional features to meet its unique needs.



**APPENDIX A.2**  
**Service Area Designation Forms**

**EXHIBIT 3: SERVICE DESIGNATION AREAS**

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

(Exhibit 3 continued on next page)

(Exhibit 3 continued)

Nationwide Service Area Designation or Identification Form			
<b>Proposing Firm Name:</b>			
<b>Notes:</b>	<p><b>Indicate in the appropriate box whether you are proposing to provide service to all Fifty (50) States.</b></p> <p>Will service all fifty (50) states <input checked="checked" type="checkbox"/> Will not service fifty (50) states <input type="checkbox"/></p> <p><b>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.</b></p> <p><b>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.</b></p>		
<b>Item</b>	<b>State</b>	<b>Region/MSA/City (write "ALL" if proposing to service entire state)</b>	<b>Designated as a Service Area</b>
1.	Alabama		
2.	Alaska		
3.	Arizona		
4.	Arkansas		
5.	California		
6.	Colorado		
7.	Connecticut		
8.	Delaware		
9.	Florida		
10.	Georgia		
11.	Hawaii		
12.	Idaho		
13.	Illinois		
14.	Indiana		
15.	Iowa		
16.	Kansas		
17.	Kentucky		
18.	Louisiana		
19.	Maine		
20.	Maryland		

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

End of Exhibit 3

## APPENDIX B

**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 to 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 exists 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

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 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.

**-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.

Signed by:



Signature of Authorized Person

Don McLaughlin

Name of Authorized Person

ePlus Technology, inc.

Name of Company

7/25/2025

Date

## **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.

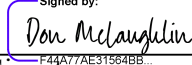
Subcontractors are also required to file with NCTCOG a disclosure form, set forth in Appendix B.2, if the subcontractor or its employees have made or have agreed to make any payment using nonappropriated funds (to include profits from any federal action), which would be prohibited if paid for with appropriated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

Signed by:  
  
Signature

---

Don McLaughlin  
Title

---

ePlus Technology, inc.  
Agency

---

7/25/2025  
Date



## APPENDIX D 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 as stipulated above and required by the NCTCOG.

-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.

Signed by:  
  
\_\_\_\_\_  
Signature of Authorized Person

Don McLaughlin  
\_\_\_\_\_  
Name of Authorized Person

ePlus Technology, inc.  
\_\_\_\_\_  
Name of Company

7/25/2025  
\_\_\_\_\_  
Date

**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 provider; 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.

Signed by:  
  
F4AA77AE31564B5  
\_\_\_\_\_  
Signature of Authorized Person

Don McLaughlin  
\_\_\_\_\_  
Name of Authorized Person

ePlus Technology, inc.  
\_\_\_\_\_  
Name of Company

7/25/2025  
\_\_\_\_\_  
Date

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).

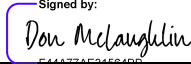
The entity identified below, through its authorized representative, hereby certifies that they do not boycott energy companies, and that they will not boycott energy companies during the term of the contract as prohibited by Chapter 809, Subtitle A, Title 8 of the Texas Local Government Code.

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.

Signed by:  
  
F44A77AE315648B  
\_\_\_\_\_  
Signature of Authorized Person  
  
Don McLaughlin  
\_\_\_\_\_  
Name of Authorized Person  
  
ePlus Technology, inc.  
\_\_\_\_\_  
Name of Company  
  
7/25/2025  
\_\_\_\_\_  
Date

APPENDIX E  
DEBARMENT CERTIFICATION

Don McLaughlin \_\_\_\_\_ being duly  
(Name of certifying official)  
sworn or under penalty of perjury under the laws of the United States, certifies that neither

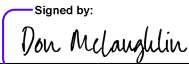
ePlus Technology, inc. \_\_\_\_\_, nor its principals  
(Name of lower tier participant)  
are presently:

- 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 to 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:

Signed by:  
  
F44A71AE3155AB8

Signature of Certifying Official  
SVP, Contracts

Title  
7/25/2025

Date of Certification

Form 1734  
Rev.10-91  
TPFS