



**MASTER SERVICES AGREEMENT #2025-028**  
**Background Check Services**

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

**TCI Group**  
 (“**Contractor**”)  
with offices located at  
**5708 Lindell Avenue**  
**Dallas, TX 75206**

**ARTICLE I**  
**RETENTION OF THE CONTRACTOR**

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

**ARTICLE II**  
**SCOPE OF SERVICES**

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

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

### **ARTICLE III TERM**

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

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

#### ARTICLE IV COMPENSATION

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

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

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

Civic Marketplace, Inc.  
6502 Glen Abbey  
Abilene, TX 79606  
[support@civicmarketplace.com](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 TXShare cooperative purchasing program. The Contractor is able to market the Services under this Agreement to any Participating Entity with emphasis that competitive solicitation is not required when the Participating Entity purchases off of a cooperative purchasing program such as TXShare. However, each Participating Entity will make the decision that it feels is in compliance with its own purchasing requirements. The Contractor realizes substantial efficiencies through their ability to offer pricing through the TXShare Cooperative and that will increase the sales opportunities as well as reduce the need to repeatedly respond to Participating Entities' Requests for Proposals. From these efficiencies, Contractor will pay an administrative fee to TXShare calculated as a percentage of sales processed through the TXShare Master Services Agreement. This administrative fee is not an added cost to TXShare participants. This administrative fee covers the costs of solicitation of the contract, marketing and facilitation, as well as offsets expenses incurred by TXShare.
- 5.2 **Administrative Fee.** NCTCOG will utilize an administrative fee, in the form of a percent of cost that will apply to all contracts between awarded contractors and NCTCOG or participants resulting from this solicitation. The administrative

fee will be remitted by the Contractor to NCTCOG on a quarterly basis, along with required quarterly reporting. The remuneration fee for this program will be 2.5% on all fees for service, with the exception of expenses that are passed through to Participating Entities without markup from the Contractor, such as, but not limited to, advertising, travel expenses and per diem costs, temporary housing, and materials production.

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

## **ARTICLE VI RELATIONSHIP BETWEEN THE PARTIES**

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

## **ARTICLE VII REPRESENTATION AND WARRANTIES**

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

## **ARTICLE VIII CONFIDENTIAL INFORMATION AND OWNERSHIP**

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

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

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

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

## ARTICLE IX GENERAL PROVISIONS

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

If to NCTCOG:

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

If to Contractor:

TCI Group  
Attn: Bukunmi Awodele  
5708 Lindell Avenue  
Dallas, TX 75206  
(240) 277-0370  
[info@zhstaffing.com](mailto:info@zhstaffing.com)

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

**Name:** TCI GROUP LLC

**Email:** hello@talentcatalystsolutions.com

**Phone:** 240-277-0370

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

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

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

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

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

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

Requirements:

Workers' Compensation:

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

Commercial General Liability

Minimum Required Limits:

\$1,000,000 per Occurrence;

\$3,000,000 General Aggregate

Commercial General Liability Policy Shall include:

Coverage A: Bodily injury and property damage;

Coverage B: Personal and Advertising Injury liability;

Coverage C: Medical Payments;

Products: Completed Operations;

Fire Legal Liability;

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

Business Auto Liability

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

Professional Errors and Omissions liability:

Required Limits:

\$1,000,000 Each Claim

\$1,000,000 Annual Aggregate

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

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

## ARTICLE X ADDITIONAL REQUIREMENTS

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



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

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

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

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

**10.11 Civil Rights Compliance**

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

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

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

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

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

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

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

#### 10.12 **Disadvantaged Business Enterprise Program Requirements**

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

#### 10.13 **Pertinent Non-Discrimination Authorities**

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

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

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

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

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

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

**10.15 House Bill 89 Certification**

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

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**10.16 Certification Regarding Disclosure of Conflict of Interest.**

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

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

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

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

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

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

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

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

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

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

**10.17 Certification of Fair Business Practices**

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

**10.18 Certification of Good Standing Texas Corporate Franchise Tax Certification**

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

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

**10.20 Discrimination Against Firearms Entities or Firearms Trade Associations**

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

**10.21 Boycotting of Certain Energy Companies**

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

**10.22 Domestic Preference for Procurements**

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

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

10.23 **Trafficking in Persons**

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

**TCI Group**

**North Central Texas Council of Governments**

*Bukunmi Awodele*

06/11/2025

SignatureDate

Signed by:

*Todd Little*

6/27/2025

SignatureDate

Bukunmi Awodele

Printed Name

Owner

Title

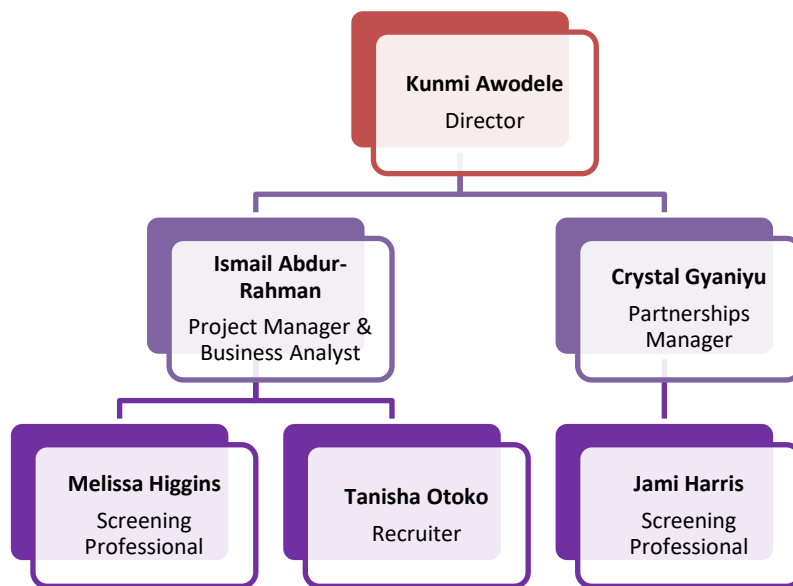
Todd Little

Executive Director

## **APPENDIX A**

### **Statement of Work**

## ORGANIZATIONAL CHART



These experts, covering several skill areas (Human resource management, staffing, recruiting, training, and retaining competent staff... etc.), comb various teams and project management assignments, and combine their daily activities around three core values of TCI Group:

**Honesty** being honest and open.

**Trustworthy** being trustworthy and all that jazz

**Communication** - being concise and articulate in speech and writing.

- We listen well and seek to understand before reacting.
- We maintain calm poise in stressful situations to draw out the clearest thinking.
- We adapt your communication style to work well with people from around the world who may not share your native language.
- We provide candid, helpful, timely feedback to colleagues.

### Disclaimer:

The team personnel outlined in this proposal represent sample staff members who demonstrate the level of expertise and qualifications we bring to this engagement. These individuals may or may not be assigned to the project, as specific staffing assignments will be finalized based on the client's needs and project requirements. If necessary, additional staff members will be recruited.

## Exhibit A: Management Personnel

Team Member	Role(s)	Experience	Responsibility
Bukunmi Awodele	Director Account Manager	Over 5 years as a Business Analyst and Project Manager with extensive experience in managing technical implementations, software maintenance, asset management, and recruiting skilled technical professionals.	Overseeing the entire project, ensuring technical initiatives align with the requirements and SOWs (statement of work). Acts as the primary point of contact for the Department and manages project timelines, and ensures all deliverables are met with the highest quality standards.
Tanisha Otoko	Recruiter	Seasoned technical recruiter with a focus on talent acquisition, vetting, training, orientation, logistics compliance, and quality assurance. Utilizes various platforms and strategies to attract qualified professionals.	Manages talent acquisition and vetting processes, ensuring the right candidates are identified and prepared for their roles. Conducts credential verification, background checks, and candidate evaluations.  Ensures continuous flow of qualified candidates, aligns recruitment strategies with project needs, and maintains high standards for candidate quality.
Melissa Higgins	Screening Professional	Key screening professional responsible for verification strategy, background investigation processes, and compliance management. Focuses on conducting thorough pre-employment screenings and managing verification processes through various databases and sources.	Conducts comprehensive background checks including criminal history, employment verification, and professional credential verification. Ensures compliance with FCRA guidelines and state-specific screening requirements.
Jami Harris	Screening Professional	Manages compliance and administrative aspects, ensuring accurate and timely completion of background screening services. Maintains detailed verification records and prepares comprehensive screening reports.	Ensures adherence to screening regulations, conducts quality control of verification data, and identifies opportunities for process optimization and risk mitigation.
Ismail Abdur Rahman	Project Manager	Experienced Project Manager with a strong background in bridging the gap between business needs and technical solutions. He has extensive experience in managing service delivery lifecycles, including recruitment, training, and deployment of staff for ServiceNow applications. Ismail has successfully led process improvement initiatives, leveraging tools such as SQL, Python, Lucid, and Confluence to enhance efficiency and drive data-driven decision-making.	Ismail ensures that client goals and technical requirements are aligned by conducting in-depth analyses and collaborating with stakeholders. He manages project backlogs, creates user stories, and develops comprehensive documentation to support seamless execution. Ismail's focus on process optimization, coupled with his technical acumen, enables him to design and implement innovative solutions that meet complex business challenges.



Crystal Gyaniyu	Partnerships Manager	Brings over five years of experience in client relationship management, IT project coordination, and technical support. This individual excels in bridging the gap between technical teams and business stakeholders, ensuring seamless delivery of IT solutions tailored to client needs.	overseeing the implementation of IT solutions and acting as the primary point of contact for technical inquiries. The Technical Account Manager ensures the alignment of IT services with client objectives and facilitates regular performance reviews.
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TAB C – REFERENCES

## REFERENCES

The following is a selection from the list of notable companies with which we have been working for years, in a trusting and successful partnership.

Reference	Services provided	Contact information
<b>RANDSTAD USA</b>	We have had the privilege of partnering with Randstad USA, one of the world's leading recruitment and staffing firms, to provide comprehensive background screening services. We have consistently delivered high-quality screening and verification services to ensure thorough risk management for Randstad's clients through services such as criminal background checks, employment verification, drug screening, and compliance management.	Tobias Thomas <a href="mailto:Tobias.thomas@randtsaddigital.com">Tobias.thomas@randtsaddigital.com</a> , 301-821-6684
<b>Xavier Gold Consulting</b>	We provided comprehensive background screening services for multiple government software implementation projects across diverse industries. Our role encompassed conducting thorough background investigations for IT professionals such as business analysts, software developers, system analysts, and project managers. Each verification was carefully conducted to meet rigorous compliance and security standards specific to Xavier Gold Consulting's government contract requirements. Our screening processes integrated seamlessly with Xavier Gold's hiring workflow, reducing verification turnaround times by 30% through our efficient verification systems and thorough approach. We contributed significantly to risk mitigation by ensuring complete compliance and achieving measurable improvements in screening accuracy.	Robert Holliday II <a href="mailto:rholliday@xaviergoldinc.com">rholliday@xaviergoldinc.com</a> , 240-736-8898
<b>Uplift Home Care Agency</b>	We provided comprehensive healthcare screening services, addressing critical compliance requirements for roles such as Registered Nurses (RNs), Licensed Practical Nurses (LPNs), Certified Healthcare Professional Assistants (CNAs), and healthcare IT professionals. Our specialized healthcare screening package ensured thorough verification of medical credentials, sanctions checks, and OIG/GSA exclusion lists. Our comprehensive screening processes significantly enhanced compliance standards and risk management at Uplift Home Care Agency. We played a pivotal role in improving verification systems, thereby contributing to better hiring outcomes and regulatory compliance.	Jevon Lewis <a href="mailto:Upliftlclagency@gmail.com">Upliftlclagency@gmail.com</a> , 917-951-4941
<b>Vraiment Financial</b>	We supported Vraiment Financial in enhancing their pre-employment screening process through expert verification and compliance solutions. Our team facilitated thorough background investigations and financial sector-specific checks, focusing on enhanced due diligence critical for financial service roles. Our screening professionals significantly increased verification accuracy by 25% at Vraiment Financial, demonstrating our ability to align screening strategies with client compliance requirements effectively. We played crucial roles in implementing new verification processes and optimizing existing screening operations to support Vraiment's risk management objectives.	Dalaine Bradley, <a href="mailto:Dalaine@vraimentfinancial.com">Dalaine@vraimentfinancial.com</a> , (919) 344-6753

TAB D - PROJECT RELATED EXPERIENCE & QUALIFICATIONS

## SERVICES

At **TCI Group (Talent Catalyst Initiative Group)**, we don't just provide background checks, we empower organizations to make informed hiring decisions through comprehensive screening solutions. From healthcare to IT to clerical roles, we specialize in pre-employment screening services that ensure safety, compliance, and risk mitigation. With our thorough verification services, you can trust TCI Group to handle all your background screening needs, allowing you to focus on what matters most while protecting your organization.

*Here's how we can contribute to your organization:*

- Basic Background Screening: When you need essential criminal history checks, employment verification, and reference checks for new hires.
- Comprehensive Screening: Full-scope background investigations including federal, state, and county criminal searches, education verification, and professional license validation.
- Healthcare Screening Packages: Specialized screening solutions including OIG/GSA checks, drug testing, and healthcare sanction checks.
- Enhanced Due Diligence: Need deeper investigation? We provide advanced screening services for executive-level positions and high-security roles.
- At Xavier Gold Consulting, we provided comprehensive background screening for government contract personnel, reducing hiring risks and improving compliance by 30%.
- For Uplift Home Care Agency, we addressed critical healthcare screening requirements, ensuring all staff met federal and state healthcare screening mandates while reducing verification turnaround time by 40%.
- At CFS Central, our enhanced screening solutions reduced verification processing times by 40% and improved accuracy rates by 25%.
- For Vraiment Financial, we delivered thorough financial sector background checks, improving risk management efficiency by 25% through enhanced verification strategies.

## SECTION 5.2 SPECIFICATIONS

### 5.2.1

Project Leadership and Interface Structure: At TCI Group, we believe in keeping things clear and simple when it comes to project management. Your success is our priority, and we've built a team structure that ensures you always know exactly who to call.

#### Primary Team Structure:

- Bukunmi Awodele - Compliance Manager & Primary Contact → Direct oversight of screening operations and compliance protocols → Available via dedicated phone line (240-277-0370) and priority email → Leads monthly performance reviews and quarterly compliance assessments → 5+ years of background screening compliance experience → Certified in FCRA compliance and advanced screening methodologies → Specializes in complex screening scenarios and regulatory challenges → Available for emergency escalations 24/7.
- Jami Hill - Background Screening Specialist → Day-to-day management of verification processes → Conducts quality control audits on all complex screenings → Provides technical platform training and support → Specialized expertise in healthcare and financial sector screening → Manages relationship with court researchers and verification sources → Oversees accuracy standards and dispute resolutions

#### Support Team Structure:

1. Verification Specialists:
  - Dedicated team of 6 specialists
  - Each specialized in specific industries
  - Average 5+ years of verification experience
  - Continuous training on the latest verification methods
2. Customer Service Team:
  - 24/7 support availability
  - Multi-lingual support capabilities
  - Average response time under 30 minutes
  - Specialized escalation procedures
3. Technical Integration Team:
  - Systems integration experts

- API implementation specialists
- Custom report developers
- Platform optimization specialists

### *Interface Plan Details:*

#### Weekly Engagement:

- Detailed status reports every Monday by 10 AM CST
- Custom dashboard access for real-time metrics
- Priority issue resolution tracking
- Weekly volume and turnaround time reports

#### Monthly Reviews:

- Comprehensive performance analysis
- Trends and patterns identification
- Service level agreement compliance review
- Process improvement recommendations
- Volume analysis and optimization suggestions

#### Quarterly Strategic Sessions:

- Compliance updates and training
- Industry trend analysis
- Process optimization reviews
- Technology updates and enhancements
- Forward-looking planning sessions

#### Communication Protocols:

##### 1. Regular Communications:

- Scheduled weekly calls with the account team
- Daily email updates on pending items
- Real-time alert system for urgent matters
- Monthly newsletter with industry updates

##### 2. Escalation Procedures:

- Tier 1: Immediate response (< 30 minutes)
- Tier 2: Priority response (< 2 hours)

- Tier 3: Standard response (< 24 hours)

### 3. Regular Touchpoints:

- Bi-weekly account health checks
- Monthly performance reviews
- Quarterly business reviews
- Annual strategic planning session

### Quality Control Measures:

- Daily quality audits of completed reports
- Weekly accuracy measurements
- Monthly compliance reviews
- Quarterly process assessments
- Annual system and procedure evaluations

## 5.2.2

Additional Services: We've got some extras that might interest you, beyond our standard screening package:

- Continuous Monitoring Programs → Real-time alerts for new criminal records → License status monitoring → Periodic re-screening options.
- Enhanced Training Services → Custom compliance workshops → System usage training → Best practices sessions.
- Specialized Industry Packages → Healthcare-specific screening bundles → Financial sector enhanced due diligence → Government contractor packages

## 5.2.3

After a thorough review of the RFP requirements, TCI Group can fulfill all major requirements outlined in the solicitation. However, in the interest of full transparency, we would like to note:

International Screening Timing: While we can provide international screening services, some verifications may require extended processing times based on country-specific regulations and source accessibility. This is standard across the industry and not a limitation unique to our services.



#### 5.2.4

Business Locations: We're proud to be headquartered in Dallas, but we've got you covered across the map:

Main Office:

- Dallas, TX (Headquarters)
- Full-service screening center
- Primary customer support hub

Regional Presence:

- Houston, TX (Satellite Office)
- Atlanta, GA (Partner Location)
- Tampa, FL (Partner Location)

#### 5.2.5

Company Overview: TCI Group started in 2019 with a simple mission: make background screening more efficient and reliable. From our humble beginnings focusing on IT professionals, we've grown into a comprehensive screening provider serving diverse industries.

Size & Growth:

- 15+ dedicated employees
- 20+ active clients
- Processing many screenings monthly

Major Clients:

- Randstad USA
- Xavier Gold Consulting
- Uplift Home Care Agency
- Vraiment Financial
- Multiple government contractors

#### 5.2.6

Invoicing Process: We keep billing straightforward and flexible:

Payment Options:

- Net 30 terms standard
- Credit cards accepted (Visa, MasterCard, AMEX)
- ACH/wire transfer available
- Volume discounts available

#### Billing Process:

- Monthly consolidated invoicing
- Detailed usage reports included
- Online payment portal access
- Paperless billing available

### 5.2.7

Similar Contracts: Here are our most relevant partnerships:

1. Randstad USA (2021-Present)
  - Volume: 20+ screenings monthly
  - Services: Comprehensive background screening
  - Notable achievement: 40% reduction in screening TAT
2. Xavier Gold Consulting (2022-Present)
  - Focus: Government contractor screening
  - Volume: 17+ screenings monthly
  - Compliance rate: 99.9%
3. Uplift Home Care Agency (2022-Present)
  - Healthcare-specific screening
  - Volume: 10 + screenings monthly
  - Specialized compliance protocols
4. CFS Central (2023-Present)
  - Financial sector screening
  - Volume: 25+ monthly
  - Enhanced due diligence protocols
5. Vraiment Financial (2023-Present)
  - Custom screening solutions
  - Volume: 5 + monthly
  - Specialized financial sector checks

### 5.2.8

#### Contract Terminations:

We're proud to say we haven't had any contracts terminated for non-performance in our history. We attribute this to our proactive approach to client satisfaction and our robust quality control processes.

### 5.2.9

Warranty: We stand behind our work with a comprehensive service warranty:

#### Coverage:

- 100% accuracy guarantee
- Free re-verification of disputed information
- Compliance guarantee
- Data security guarantee

#### Duration:

- 90-day standard warranty on all reports
- Extended warranty options available
- Lifetime compliance guarantee on all reports
- Continuous support commitment

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TAB E – TECHNICAL PROPOSAL

## BACKGROUND SCREENING OVERVIEW

We acknowledge and comply with the state's requirements regarding screening services as specified in the solicitation. Talent Catalyst Initiative conducts comprehensive federal and client criminal background checks for all employees assigned to TXShare's projects.

### **Our process includes:**

**Live Scan Process:** Before placement at any location, we conduct live scan background checks. This process involves fingerprinting or digital fingerprinting and submitting data to the Department of Justice (DOJ) and the Federal Bureau of Investigation (FBI). Results typically arrive within three business days, though processing times by DOJ may extend up to thirty days.

**Screening:** Our recruitment process includes thorough verification searches against relevant registries to ensure candidates meet all compliance standards outlined in the solicitation.

### Verification of Personnel Qualifications:

**Education Verification:** We verify all candidates' qualifications by directly contacting issuing institutions. This includes confirming licenses, certifications, and specific training as required for each role.

**Previous Employment Verification:** We verify previous employment by contacting former employers to confirm job titles, responsibilities, dates of employment, and reasons for leaving. This process includes obtaining written or verbal references and utilizing third-party employment verification services for accuracy.

**Work Eligibility:** We verify candidates' eligibility to work in the U.S. by reviewing original documents and using the Department of Homeland Security's E-Verify system. This ensures compliance with I-9 documentation requirements.

**Continuous Background Checks:** As part of our commitment to compliance and workforce reliability, we conduct continuous background checks as necessary for our entire workforce. This proactive approach will allow us to promptly address any changes in background status, ensuring that only cleared individuals continue to work with TXShare and its corresponding locations.

**Administrative Testing and Health Screening:** All temporary employees undergo required health screenings before employment, including proof of vaccinations or certification mandated by the client.

Our health screening protocols align with current public health recommendations, enhancing workplace safety.

Specialized Health Screening: For roles involving potential hazards, we will conduct specialized health screenings and provide necessary training to prepare employees for their responsibilities effectively.

Our streamlined processes and extensive network of verification sources enable us to deliver consistent, reliable results within industry-leading timeframes. We've implemented automated tracking systems and escalation procedures to ensure transparency and maintain efficiency throughout the screening process.

**Standard turnaround times include:**

- Basic Background Check: 24-48 hours
- Employment Verification: 2-3 business days
  - Domestic employers: 1-2 business days
  - International employers: 3-5 business days
- Education Verification: 2-4 business days
  - US institutions: 1-2 business days
  - International institutions: 4-7 business days
- Criminal Records Search: 1-3 business days
  - County searches: 1-2 business days
  - Federal searches: 1-2 business days
  - International searches: 5-10 business days
- Drug Screening: 24-48 hours after collection
- Motor Vehicle Records: Same day to 24 hours
- Professional License Verification: 2-3 business days

#### 5.0.1.6

##### Customer Support:

Our customer support model is built on the foundation of proactive service and accessibility. We provide each client with a dedicated account manager who serves as their primary point of contact and advocate within our organization. This personalized approach ensures consistent communication and deep understanding of each client's unique needs and requirements.

##### Our comprehensive support structure includes:

- 24/7 technical support availability through multiple channels
- Dedicated account management team
- Regular account review meetings (quarterly at minimum)
- Extensive training resources and documentation
- Guaranteed response time within 2 hours
- Escalation procedures for urgent matters
- Monthly service quality reviews
- Custom reporting capabilities

#### 5.0.2

##### Proposed Methodology and Technology:

Our screening platform leverages cutting-edge technology to deliver efficient, accurate, and compliant background screening services. The core of our system is a cloud-based screening management platform that provides secure access to all stakeholders while maintaining strict data protection standards.

##### Platform Components:

- Secure client portal with role-based access control
- Mobile-responsive design for accessibility
- Real-time status tracking and notifications
- Integration middleware for ATS connectivity
- Automated workflow management

### 5.0.3

#### **Operating Requirements:**

Our system is designed to be user-friendly while maintaining robust security measures. To utilize our services effectively, customer staff will need:

#### **Technical Requirements:**

- Internet-connected computer with a modern web browser
- Email account for notifications and communications
- Basic computer literacy skills
- Standard office software (PDF reader, etc.)

#### **Training Requirements:**

- Initial system training (provided by TCI Group)
- Basic compliance training (provided by TCI Group)
- Understanding of internal screening policies
- Familiarity with standard screening packages

#### **Authorization Requirements:**

- Appropriate security clearance within the organization
- Authorization to submit screening requests
- Understanding of data handling protocols
- Access to candidate information

### 5.0.4 Order Schedule Overview:

Our streamlined order processing system ensures efficient handling of all screening requests. Here's a detailed breakdown of our standard order schedule:

Basic Package Components (24-48 hours):

- SSN Verification: Same day
- National Criminal Database: 24 hours
- Sex Offender Registry: 24 hours



- Domestic Watch List: 24 hours

Enhanced Verification Timeline:

- Employment Verification
  - Current employer: 1-2 business days
  - Previous employers: 2-3 business days
  - International employers: 5-7 business days
  - Gap analysis: Additional 1 day

Criminal Records Search:

- County Criminal: 1-3 business days per county
- State Criminal: 1-2 business days
- Federal Criminal: 1-2 business days
- International Criminal: 7-10 business days

Additional Services:

- Drug Testing: 24-48 hours after collection
- Credit Reports: Same day
- Motor Vehicle Records: Same day to 24 hours
- Professional License: 2-3 business days

5.0.5 Implementation Process:

Our comprehensive implementation process ensures a smooth transition and integration of our screening services. The typical timeline spans 2-4 weeks, depending on complexity and integration requirements.

Project deliverable	TCI Group	Client
<b>Initiation</b> - Officially starting up the project. Clarification of the project purpose and justification and establishment of clear and shared project objectives		
Kick-off meeting	Conduct	Participate
Project charter	Create	Approve

<b>Startup Phase-</b> Analysis - Identifying, capturing, analyzing and documenting the Client's business requirements (functional, performance and security, user interface)		
Initial backlog creation	Create	Participate
Initial scope content and size definition	Create	Approve
<b>Continuous Delivery</b> - Incremental-based Delivery Cycle, functional and technical mapping, work preparation, development, testing, documentation, User Acceptance Tests (UAT).		
Continuous Product Backlog Item creation: <ul style="list-style-type: none"> <li>• System configuration based on requirements</li> <li>• Custom package setup</li> <li>• Advanced user training</li> <li>• Integration development</li> <li>• Initial testing phase</li> </ul>	Create	Approve
Daily Standup or as needed	Participate	Participate (optional)
Backlog grooming sessions	Conduct	Participate
Incremental Demo sessions	Conduct	Participate
UAT environment setup	Create	Support
UAT case definition and execution	Support	Conduct
<b>Train Client</b> - Conduct train the trainer sessions		
Training Materials	Create	Review
Train the Trainer	Conduct	Participate
<b>Deploy Approach</b> - Solution implementation and end user training		
Deployment plan	Support	Create
Deployment in production	Support	Conduct
<b>Closure</b> - Formal closure of the project and post implementation support		
Handover to Support	Conduct	Support

Project sign off	Conduct	Approve
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5.0.6

Customer Requirements:

To ensure optimal service delivery, we require the following from our customers:

Essential Documentation:

- Completed service agreement
- Authorized users list with access levels
- Company compliance policies
- Standard screening package requirements
- Custom reporting requirements
- Integration specifications (if applicable)

Operational Requirements:

- Designated primary point of contact
- Backup point of contact
- IT contact for integration matters
- Compliance officer contact
- Authorized requestor list

Technical Requirements:

- Access to relevant systems for integration
- Company logo for branded reports
- Sample data for testing
- User acceptance testing participation
- Standard operating procedures

5.0.7

Subcontractors/Third-Party Services:

TCI Group maintains strategic partnerships with verified providers to ensure comprehensive coverage and expertise in specialized areas:

**Primary Partners:**

- Court Runner Network: Local court searches
- Collection Site Network: Drug testing facilities
- International Verification Partners: Global screening coverage
- Credit Reporting Agencies: Financial reports
- Motor Vehicle Record Providers: Driving records

**Quality Assurance:**

**Quality Objectives** The primary objective of our Quality Assurance Plan is to consistently deliver accurate, compliant, and timely background screening results that exceed industry standards. Our objectives include:

**Accuracy Assurance:**

- Maintaining a 99.9% accuracy rate through rigorous verification processes
- Implementing dual verification protocols for all critical data points
- Regular calibration of automated verification systems
- Continuous monitoring of data quality metrics

**Compliance Excellence:**

- Real-time FCRA compliance monitoring and updates
- State-specific regulation adherence tracking
- Industry-specific compliance requirement integration
- Regular compliance training and certification programs

**Quality Control Measures** We employ comprehensive quality control measures throughout the screening process:

**Verification Process Controls:**

- Three-tier verification system for critical information
  - Initial automated verification
  - Manual specialist verification

- Senior analyst review for complex cases
- Standardized verification protocols for consistency
- Regular verification source validation
- Quality scoring system for all completed reports

Performance Monitoring:

- Daily accuracy audits of completed reports
- Weekly performance reviews of verification specialists
- Monthly quality metrics analysis
- Quarterly compliance audits
- Annual comprehensive program review

Technology Integration:

- Automated data validation systems
- Real-time compliance checking algorithms
- Integrated quality control checkpoints
- Automated escalation triggers for discrepancies

Risk Management and Mitigation:

- Continuous monitoring of verification sources
- Regular updates to verification methodologies
- Proactive compliance monitoring and updates

Immediate escalation procedures for:

- Data discrepancies
- Compliance concerns
- Security alerts
- System performance issues

Documentation and Record-Keeping: Comprehensive documentation maintained for:

- All verification steps and sources
- Quality control checks and outcomes
- Compliance monitoring activities

- Performance metrics and reviews
- Client feedback and resolution
- System updates and maintenance
- Training and certification records

Continuous Improvement Framework:

- Monthly analysis of verification processes
- Quarterly review of quality metrics
- Regular technology platform updates
- Ongoing staff training and development
- Client feedback integration
- Industry best practice implementation

Quality Metrics and Reporting: Regular reporting on key performance indicators:

- Accuracy rates by screening type
- Average turnaround times
- Compliance adherence rates
- Quality control outcomes
- Client satisfaction metrics
- Resolution time for discrepancies
- System performance metrics

Through this comprehensive Quality Assurance Plan, we maintain:

- Consistent accuracy in all screening reports
- Full compliance with all regulatory requirements
- Efficient and timely service delivery
- Continuous service improvement
- Proactive risk management
- Complete documentation and transparency

#### 5.0.8 Exceptions to Specifications:

TCI Group has reviewed all RFP requirements thoroughly and confirms no exceptions to the specifications. We are fully capable of meeting all stated requirements and in many cases exceeding the standard specifications through our enhanced service offerings and technological capabilities.

#### 5.0.9 Additional Information:

##### **Value-Added Services:**

- Quarterly compliance newsletters and updates
- Free ongoing training sessions
- System enhancement notifications
- Industry best practice guides
- Monthly analytics reports

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## **APPENDIX A.1**

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



**PROPOSAL DISCOUNT OFFER WORKSHEET FOR RFP #2025-028**

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

1      Service Category #1: Background Check Services

10%

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

2                      Describe Services Below:

A		
B		
C		

**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>	TCI Group		
<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	
	X		
	<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)

<b>Nationwide Service Area Designation or Identification Form</b>							
<b>Proposing Firm Name:</b>	TCI Group						
<b>Notes:</b>	<b>Indicate in the appropriate box whether you are proposing to provide service to all Fifty (50) States.</b> <table border="1"> <tr> <td>Will service all fifty (50) states</td> <td>Will not service fifty (50) states</td> </tr> <tr> <td style="text-align: center;">X</td> <td></td> </tr> </table>			Will service all fifty (50) states	Will not service fifty (50) states	X	
Will service all fifty (50) states	Will not service fifty (50) states						
X							
	<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>  <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>						
<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 A.3**

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

# EXHIBIT 1

## CATEGORIES SELECTED, DISCOUNTS FOR PRICING & CURRENT PUBLISHED PRICE LIST

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

☒ Service Category #1: Background Check Services

☐ Service Category #2: Other Ancillary Services

- Proposed Contractual Discounts on Pricing for Categories Offered

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

- Current Published Price List for Items Offered

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

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

**APPENDIX B**  
**DEBARMENT CERTIFICATION**

I, Bukunmi Awodele  
(Name of certifying official)

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

TCI GROUP LLC,  
(Name of lower tier participant)

nor its principals are presently:

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

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

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

**EXCEPTIONS:**

Bukunmi Awodele  
\_\_\_\_\_  
Signature of Certifying Official  
Owner  
\_\_\_\_\_  
Title  
05/28/2025  
\_\_\_\_\_  
Date of Certification



## **APPENDIX C**

### **RESTRICTIONS ON LOBBYING**

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

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

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

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

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

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

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

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

Bukunmi Awodele

Signature

Owner

Title

TCI GROUP

Agency

05/27/2025

Date

**APPENDIX D**  
**ATTESTATION OF CONTRACTS NULLIFYING ACTIVITY**

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

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

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

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

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

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

**Check one of the following:**

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

**-OR-**

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

**TCI GROUP LLC**

\_\_\_\_\_  
Name of Organization/Contractor

*Bukunmi Awodele*

\_\_\_\_\_  
Signature of Authorized Representative

**Bukunmi Awodele**

\_\_\_\_\_  
Printed/Typed Name and Title of Authorized Representative

**05/27/2025**

\_\_\_\_\_  
Date

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

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

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

- A) means, with respect to the entity or association, to:
  - I. refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association; and
  - II. refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or
  - III. terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association.
- B) An exception to this provision excludes the following:
  - I. contracts with a sole-source CONTRACTOR; or
  - II. the government entity does not receive bids from companies who can provide written verification.

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

### **Check one of the following:**

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

**-OR-**

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

**TCI GROUP LLC**

\_\_\_\_\_  
Name of Organization/Contractor

*Bukunmi Awodele*  
\_\_\_\_\_  
Signature of Authorized Representative

**Bukunmi Awodele**

\_\_\_\_\_  
Printed/Typed Name and Title of Authorized Representative

**05/27/2025**

\_\_\_\_\_  
Date

### D-3: BOYCOTTING OF CERTAIN ENERGY COMPANIES

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

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

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

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

**Check one of the following:**

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

**-OR-**

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

TCI GROUP LLC

\_\_\_\_\_  
Name of Organization/Contractor

*Bukunmi Awodele*

\_\_\_\_\_  
Signature of Authorized Representative

Bukunmi Awodele

\_\_\_\_\_  
Printed/Typed Name and Title of Authorized Representative

05/27/2025

\_\_\_\_\_  
Date

**APPENDIX E****NCTCOG FEDERAL AND STATE OF TEXAS REQUIRED PROCUREMENT PROVISIONS**

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

**REQUIRED 2 CFR 200 CLAUSES**

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

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

The following definitions apply to this statute:

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

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.

- (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.

- (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.

**Check and complete one of the following:**

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

Name of Organization/Contractor TCI GROUP LLC

*Bukunmi Awoleke*

Signature of Authorized Representative

Bukunmi Awodele, Owner

Printed/Typed Name and Title of Authorized Representative

05/27/2025

Date \_\_\_\_\_

**-OR-**

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

Name of Organization/Contractor

---

Signature of Authorized Representative

Printed/Typed Name and Title of Authorized Representative

Date \_\_\_\_\_