

TXShare

Your Public Sector Solutions Center

MASTER SERVICES AGREEMENT #2025-023 Artificial Intelligence (AI) Consultancy 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

BI Consulting Services LLC (“Contractor”)
516 River Hwy, Suite D PMB 306
 Mooresville, NC 28117

ARTICLE I RETENTION OF THE CONTRACTOR

1.1 This Agreement defines the terms and conditions upon which the Contractor agrees to provide **Artificial Intelligence (AI) Consultancy 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 #2025-023 (hereinafter, “RFP”). The Contractor demonstrated they have the resources, experience, and qualifications to perform the described services, which is of interest to Participating Entities and was procured via the RFP. NCTCOG agrees to and hereby does retain the Contractor, as an independent contractor, and the Contractor agrees to provide services to Participating Entities, in accordance with the terms and conditions provided in this Agreement and consistent with Contractor’s response to the RFP.

ARTICLE II SCOPE OF SERVICES

- 2.1 The Contractor will provide Services described in a written Purchase Order issued by NCTCOG or a SHARE Participating Entity. Any such Purchase Order is hereby incorporated by reference and made a part of this Agreement and shall be subject to the terms and conditions in this Agreement. In the event of a conflict between any term or provision in this Agreement and any term or provision in a Purchase Order, the term or provision in this Agreement shall control unless the conflicting term or provision in this Agreement is referenced, and expressly stated not to apply, in such Purchase Order.
- 2.2 All Services rendered under this Agreement will be performed by the Contractor: i) with due care; ii) in accordance with generally prevailing industry standards; iii) in accordance with Participating Entities’ standard operating procedures and applicable policies, as may be amended from time to time; and iv) in compliance with all applicable laws, government regulatory requirements, and any other written instructions, specifications, guidelines, or requirements provided by NCTCOG and/or Participating Entities.
- 2.3 Any agreed-upon changes to a Purchase Order shall be set forth in a subsequent Purchase Order amendment. Contractor will not implement any changes or any new Services until a Purchase Order has been duly executed by Participating Entity. For the avoidance of doubt, the Contractor acknowledges that Participating Entity is under no obligation to execute a Purchase Order. Participating Entity shall not be liable for any amounts not included in a Purchase Order in the absence of a fully executed amendment of Purchase Order.
- 2.4 Pricing for items in Appendix A represent the maximum cost for each item offered by the Contractor. Contractor and Participating Entity may mutually agree to a lower cost for any item covered under this agreement.

2.5 NCTCOG Obligations

- 2.5.1 NCTCOG shall make available a contract page on its TXShare.org website which will include contact information for the Contractor(s).

2.6 Participating Entity Obligations.

- 2.6.1 In order to utilize the Services, Participating Entities must have executed a Master Interlocal Agreement for TXShare with NCTCOG. This agreement with the Participating Entity will define the legal relationship between NCTCOG and the Participating Entity.
- 2.6.2 In order to utilize the Services, Participating Entities must execute a Purchase Order with the Contractor. This agreement with the Participating Entity will define the Services and costs that the Participating Entity desires to have implemented by the Contractor.

2.7 Contractor Obligations.

- 2.7.1 Contractor must be able to deliver, perform, install, and implement services with the requirements and intent of RFP #2025-023.
- 2.7.2 If applicable, Contractor shall provide all necessary material, labor and management required to perform this work. The scope of services shall include, but not be limited to, items listed in Appendix A.
- 2.7.3 Contractor agrees to market and promote the use of the SHARE awarded contract whenever possible among its current and solicited customer base. Contractor shall agree to follow reporting requirements in report sales made under this Master Services Agreement in accordance with Section 4.2.

ARTICLE III

TERM

- 3.1 This Agreement will commence on the Effective Date and remain in effect for an initial term ending on May 31, 2027 (the “**Term**”), unless earlier terminated as provided herein. This Agreement will automatically be renewed, unless NCTCOG explicitly desires otherwise, for up to three (3) additional one (1) year terms through May 31, 2030.
- 3.2 **Termination.** NCTCOG and/or Participating Entities may terminate this Agreement and/or any Purchase Order to which it is a signatory at any time, with or without cause, upon thirty (30) days’ prior written notice to Contractor. Upon its receipt of notice of termination of this Agreement or Purchase Order, Contractor shall follow any instructions of NCTCOG respecting work stoppage. Contractor shall cooperate with NCTCOG and/or Participating Entities to provide for an orderly conclusion of the Services. Contractor shall use its best efforts to minimize the amount of any non-cancelable obligations and shall assign any contracts related thereto to NCTCOG or Participating Entity at its request. If NCTCOG or Participating Entity elects to continue any activities underlying a terminated Purchase Order after termination, Contractor shall cooperate with NCTCOG or Participating Entity to provide for an orderly transfer of Contractor’s responsibilities with respect to such Purchase Order to NCTCOG or Participating Entity. Upon the effective date of any such termination, the Contractor shall submit a final invoice for payment in accordance with Article IV, and NCTCOG or Participating Entity shall pay such amounts as are due to Contractor through the effective date of termination. NCTCOG or Participating Entity shall only be liable for payment of services rendered before the effective date of termination. If Agreement is terminated, certain reporting requirements identified in this Agreement shall survive termination of this Agreement.
- 3.2.1 Termination for Convenience: Either party may terminate the agreement for its convenience in whole or in part at any time without cause, upon 30 days written notice. Upon termination for convenience, the contractor will be entitled to payment for goods or services satisfactorily performed or delivered.
- 3.2.2 Termination for Cause: Either party may immediately terminate this Agreement if the other party breaches its obligations specified within this Agreement, and, where capable of remedy, such breach has not been materially cured within thirty (30) days of the breaching party’s receipt of written notice describing the breach in reasonable detail.

- 3.2.3 **Termination for Breach:** Upon any material breach of this Agreement by either party, the non-breaching party may terminate this Agreement upon twenty (20) days written notice to the breaching party. The notice shall become effective at the end of the twenty (20) day period unless the breaching party cures such breach within such period.

ARTICLE IV COMPENSATION

- 4.1 **Invoices.** Contractor shall submit an invoice to the ordering Participating Entity upon receipt of an executed Purchase Order and after completion of the work, with Net 30 payment terms. Costs incurred prior to execution of this Agreement are not eligible for reimbursement. There shall be no obligation whatsoever to pay for performance of this Agreement from the monies of the NCTCOG or Participating Entities, other than from the monies designated for this Agreement and/or executed Purchase Order. Contractor expressly agrees that NCTCOG shall not be liable, financial or otherwise, for Services provided to Participating Entities.
- 4.2 **Reporting.** NCTCOG intends to make this Agreement available to other governmental entities through its TXShare cooperative purchasing program. NCTCOG has contracted Civic Marketplace as a digital marketplace for selected TXShare awarded contracts and to serve as NCTCOG's collector of reports and remunerative fees referenced in Section 5.2 of the Master Services Agreement. Unless otherwise directed in writing by NCTCOG, Contractor shall submit to Civic Marketplace on a calendar quarterly basis a report that identifies any new client Participating Entities, the date(s) and order number(s), and the total contracted value of service(s) that each Participating Entity has purchased and paid in full under this Master Service Agreement. Reporting and invoices should be submitted to:

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

ARTICLE V SERVICE FEE

- 5.1 **Explanation.** NCTCOG will make this Master Service Agreement available to other governmental entities, Participating Entities, and non-profit agencies in Texas and the rest of the United States through its SHARE cooperative purchasing program. The Contractor is able to market the Services under this Agreement to any Participating Entity with emphasis that competitive solicitation is not required when the Participating Entity purchases off of a cooperative purchasing program such as SHARE. However, each Participating Entity will make the decision that it feels is in compliance with its own purchasing requirements. The Contractor realizes substantial efficiencies through their ability to offer pricing through the SHARE Cooperative and that will increase the sales opportunities as well as reduce the need to repeatedly respond to Participating Entities' Requests for Proposals. From these efficiencies, Contractor will pay an administrative fee to SHARE calculated as a percentage of sales processed through the SHARE Master Services Agreement. This administrative fee is not an added cost to SHARE participants. This administrative fee covers the costs of solicitation of the contract, marketing and facilitation, as well as offsets expenses incurred by SHARE.
- 5.2 **Administrative Fee.** NCTCOG will utilize an administrative fee, in the form of a percent of cost that will apply to all contracts between awarded contractor and NCTCOG or participants resulting from this solicitation. The administrative fee will be remitted by the contractor to Civic Marketplace on a quarterly basis, along with required quarterly reporting. The remuneration fee for this program will be 2.5% on sales.

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

**ARTICLE VI
RELATIONSHIP BETWEEN THE PARTIES**

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

**ARTICLE VII
REPRESENTATION AND WARRANTIES**

7.1 **Representations and Warranties.** Contractor represents and warrants that:

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

**ARTICLE VIII
CONFIDENTIAL INFORMATION AND OWNERSHIP**

8.1 **Confidential Information.** Contractor acknowledges that any information it or its employees, agents, or subcontractors obtain regarding the operation of NCTCOG or Participating Entities, its products, services, policies, customer, personnel, and other aspect of its operation ("Confidential Information") is proprietary and confidential, and shall not be revealed, sold, exchanged, traded, or disclosed to any person, company, or other entity during the period of the Contractor's retention hereunder or at any time thereafter without the express written permission of NCTCOG or Participating Entity.

Notwithstanding anything in this Agreement to the contrary, Contractor shall have no obligation of confidentiality with respect to information that (i) is or becomes part of the public domain through no act or omission of

Contractor; (ii) was in Contractor's lawful possession prior to the disclosure and had not been obtained by Contractor either directly or indirectly from the NCTCOG or Participating Entity; (iii) is lawfully disclosed to Contractor by a third party without restriction on disclosure; (iv) is independently developed by Contractor without use of or reference to the NCTCOG's Participating Entity's Confidential Information; or (v) is required to be disclosed by law or judicial, arbitral or governmental order or process, provided Contractor gives the NCTCOG or Participating Entity prompt written notice of such requirement to permit the NCTCOG or Participating Entity to seek a protective order or other appropriate relief. Contractor acknowledges that NCTCOG and Participating Entities must strictly comply with applicable public information laws, in responding to any request for public information. This obligation supersedes any conflicting provisions of this Agreement.

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

ARTICLE IX GENERAL PROVISIONS

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

If to NCTCOG:	North Central Texas Council of Governments P.O. Box 5888 Arlington, TX 76005-5888 Attn: Purchasing Agent Phone Number: 817-704-5674 elittrell@nctcog.org
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If to Contractor: **BI Consulting Services LLC**
Attn: Nichole McKinney
516 River Hwy, Suite D PMB 306
 Mooresville, NC 28117
Phone: 980-771-4716
Email: nichole.mck@powerbiconsultingservices.com

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

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

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

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

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

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

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

9.5.2 Commercial General Liability:

9.5.2.1 Required Limits:

\$1,000,000 per occurrence;

\$3,000,000 Annual Aggregate

9.5.2.2 Commercial General Liability policy shall include:

9.5.2.2.1 Coverage A: Bodily injury and property damage;

9.5.2.2.2 Coverage B: Personal and Advertising Injury liability;

9.5.2.2.3 Coverage C: Medical Payments;

9.5.2.2.4 Products: Completed Operations;

- 9.5.2.2.5 Fire Legal Liability;
 - 9.5.2.3 Policy coverage must be on an “occurrence” basis using CGL forms as approved by the Texas State Board of Insurance.
- 9.5.3 Business Auto Liability: Coverage shall be provided for all owned hired, and non-owned vehicles. Required Limit: \$1,000,000 combined single limit each accident.
- 9.5.4 Professional Errors and Omissions liability:
 - 9.5.4.1 Required Limits:
 - \$1,000,000 Each Claim
 - \$1,000,000 Annual Aggregate
- 9.6 **Conflict of Interest.** During the term of this Agreement, and all extensions hereto and for a period of one (1) year thereafter, neither party, shall, without the prior written consent of the other, directly or indirectly, whether for its own account or with any other persons or entity whatsoever, employ, solicit to employ or endeavor to entice away any person who is employed by the other party.
- 9.7 **Force Majeure.** It is expressly understood and agreed by both parties to this Agreement that, if the performance of any provision of this Agreement is delayed by force majeure, defined as reason of war, civil commotion, act of God, governmental restriction, regulation or interference, fire, explosion, hurricane, flood, failure of transportation, court injunction, or any circumstances which are reasonably beyond the control of the party obligated or permitted under the terms of this Agreement to do or perform the same, regardless of whether any such circumstance is similar to any of those enumerated herein, the party so obligated or permitted shall be excused from doing or performing the same during such period of delay, so that the period of time applicable to such requirement shall be extended for a period of time equal to the period of time such party was delayed. Each party must inform the other in writing within a reasonable time of the existence of such force majeure.
- 9.8 **Ability to Perform.** Contractor agrees promptly to inform NCTCOG of any event or change in circumstances which may reasonably be expected to negatively affect the Contractor’s ability to perform its obligations under this Agreement in the manner contemplated by the parties.
- 9.9 **Availability of Funding.** This Agreement and all claims, suits, or obligations arising under or related to this Agreement are subject to and limited by the receipt and availability of funds which are received from the Participating Entities by NCTCOG dedicated for the purposes of this Agreement.
- 9.10 **Governing Law.** This Agreement will be governed by and construed in accordance with the laws of the State of Texas, United States of America. The mandatory and exclusive venue for the adjudication or resolution of any dispute arising out of this Agreement shall be in Tarrant County, Texas.
- 9.11 **Waiver.** Failure by either party to insist on strict adherence to any one or more of the terms or conditions of this Agreement, or on one or more occasions, will not be construed as a waiver, nor deprive that party of the right to require strict compliance with the same thereafter.
- 9.12 **Entire Agreement.** This Agreement and any attachments/addendums, as provided herein, constitutes the entire agreement of the parties and supersedes all other agreements, discussions, representations or understandings between the parties with respect to the subject matter hereof. No amendments hereto, or waivers or releases of obligations hereunder, shall be effective unless agreed to in writing by the parties hereto.
- 9.13 **Assignment.** This Agreement may not be assigned by either Party without the prior written consent of the other Party.
- 9.14 **Severability.** In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision(s) hereof, and this Agreement shall be revised so as to cure such invalid, illegal, or unenforceable provision(s) to carry out as near as possible the original intents of the Parties.

- 9.15 **Amendments.** This Agreement may be amended only by a written amendment executed by both Parties, except that any alterations, additions, or deletions to the terms of this Agreement, which are required by changes in Federal and State law or regulations or required by the funding source, are automatically incorporated into this Agreement without written amendment hereto and shall become effective on the date designated by such law or regulation.
- 9.16 **Dispute Resolution.** The parties to this Agreement agree to the extent possible and not in contravention of any applicable State or Federal law or procedure established for dispute resolution, to attempt to resolve any dispute between them regarding this Agreement informally through voluntary mediation, arbitration or any other local dispute mediation process, including but not limited to dispute resolution policies of NCTCOG, before resorting to litigation.
- 9.17 **Publicity.** Contractor shall not issue any press release or make any statement to the media with respect to this Agreement or the services provided hereunder without the prior written consent of NCTCOG.
- 9.18 **Survival.** Rights and obligations under this Agreement which by their nature should survive will remain in effect after termination or expiration hereof.

**ARTICLE X
ADDITIONAL REQUIREMENTS**

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

lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. See Appendix C.

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

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

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

10.11 **Civil Rights Compliance**

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

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

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

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

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

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

10.12 Disadvantaged Business Enterprise Program Requirements

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

10.13 Pertinent Non-Discrimination Authorities

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

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

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

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

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

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

10.15 House Bill 89 Certification

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

10.16 Certification Regarding Disclosure of Conflict of Interest.

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

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

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

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

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

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

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

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

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

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

10.17 Certification of Fair Business Practices

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

10.18 Certification of Good Standing Texas Corporate Franchise Tax Certification

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

10.19 Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment.

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

10.20 Discrimination Against Firearms Entities or Firearms Trade Associations

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

10.21 Boycotting of Certain Energy Companies

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

10.22 Domestic Preference for Procurements

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

10.23 Trafficking in Persons


Contractor agrees to comply with all applicable provisions of 2 CFR §175.15. NCTCOG, the Contractor, and its subcontractors are prohibited from (i) engaging in severe forms of trafficking in persons during the period of time that the award is in effect; (ii) procure a commercial sex act during the period of time that the award is in effect; (iii) use forced labor in the performance of the award or subawards under the award. The Federal award agency may unilaterally terminate the award, without penalty, if the Contractor (i) is determined to

have violated an applicable prohibition; (ii) has an employee who is determined by the agency officially authorized to terminate the award to have violated an applicable prohibition of this award term. NCTCOG must notify the Federal award agency immediately if any information received from the Contractor indicates a violation of the applicable prohibitions.

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

BI Consulting Services LLC

North Central Texas Council of Governments

DocuSigned by:

66DE9FCD8F94BC...
5/28/2025
Signature Date

Signed by:

348D83294E7946E...
6/4/2025
Signature Date

Nichole McKinney

Todd Little
Executive Director

Printed Name

Principle consultant

Title

APPENDIX A
Statement of Work

The Contractor agrees to provide AI consultancy services in accordance with the scope of work and requirements outlined in Request for Proposal (RFP) No. 2025-023, and as further detailed in the Contractor's technical proposal response. Both documents are hereby incorporated by reference and made a part of this Statement of Work.

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provided the airport with full control over its data and operations, eliminating reliance on third-party vendors and reducing long-term costs.

For passengers, the Arrivals and Departures Widget and Parking Widget became indispensable tools, providing real-time flight information and parking availability with seamless updates every 15 minutes. For airport staff, the tools provided the ability to manage data and updates effortlessly, ensuring operational consistency and accuracy.

Spot Allocation Hypothesis Tool

We also delivered a groundbreaking Spot Allocation Hypothesis Tool to optimize gate and spot allocation for arriving and departing flights. By combining advanced data visualization, real-time scheduling, and predictive modeling, this tool addressed one of the airport's most complex challenges: ensuring efficient resource utilization.

Through features like simulation testing, statistical analysis, and interactive dashboards, the tool enabled teams to make data-driven decisions that reduced delays and improved overall efficiency. This innovation provided long-term value by aligning operational decisions with strategic objectives.

Benefits of the System

- **Autonomy and Flexibility:** By housing the platform within its Azure infrastructure, Athena Consulting maintained full control over its operations, allowing for quick updates and customizations without reliance on external vendors.
- **Real-Time Insights:** Frequent data refresh intervals ensured that both staff and passengers received timely, accurate information, improving operational responsiveness.
- **User-Friendly Interfaces:** Intuitive application designs allowed non-technical users to perform updates and manage workflows with ease, reducing errors and boosting productivity.
- **Scalability:** The modular design of the platform allowed for seamless expansion and integration, ensuring the system could adapt to evolving needs.
- **Enhanced Collaboration:** A centralized system encouraged collaboration across departments, breaking down silos and fostering innovation.

Conclusion

This project demonstrated our ability to address complex operational challenges with innovative and scalable solutions. By leveraging advanced analytics, automation, and user-focused design, we delivered a platform that not only met immediate needs but also positioned Athena Consulting for long-term success. The systems we implemented improved operational efficiency, enhanced decision-making capabilities, and elevated the passenger experience, showcasing the transformative impact of technology when strategically applied.

Technical Proposal

Discovery & Needs Assessment

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The Discovery & Needs Assessment phase is the foundation of the AI implementation strategy, where we begin to understand the specific challenges, needs, and objectives of NCTCOG. This stage is critical to ensuring that any AI solutions we propose are aligned with NCTCOG's goals and capabilities, setting the stage for a successful and impactful deployment. Our approach in this phase involves a combination of stakeholder engagement, technology evaluation, and gap analysis to ensure that the AI solutions we recommend are both practical and transformative for the organization.

Stakeholder Engagement and Interviews

To start, we will initiate direct engagement with key stakeholders across various departments and functions within NCTCOG. This will include discussions with leadership, program managers, IT staff, and end-users who interact with the systems that AI could potentially enhance. These interviews are not only to capture the strategic objectives of the organization but also to uncover the operational pain points and inefficiencies that AI could address.

During these interviews, we will delve into several core areas:

- The current challenges and bottlenecks experienced by different departments
- The primary goals NCTCOG has for adopting AI, whether that's improving decision-making, enhancing service delivery, or streamlining internal processes
- Expectations about the outcomes AI should deliver, such as cost savings, increased operational efficiency, or predictive insights
- Organizational readiness for AI adoption, including cultural factors and change management considerations
- The existing technologies and systems in place and how they could potentially integrate with AI solutions

The insights from these conversations will shape our understanding of the organization's needs and will guide the AI solutions we propose.

Current System and Data Review

Next, we will conduct a thorough review of NCTCOG's existing technology infrastructure and data systems. This involves analyzing the tools and platforms currently in use across the organization, from project management software to GIS systems and other critical applications. We will evaluate the availability and quality of data across various departments to determine whether it is structured, clean, and ready for integration into AI models.

Key areas of focus during this review will include:

- The current state of data availability, quality, and accessibility. We will assess whether NCTCOG's data is siloed or centralized and whether there are gaps or inconsistencies that might affect the performance of AI models.
- Existing software platforms and systems that could be leveraged for AI implementation. This includes understanding the compatibility of current tools with AI technologies and identifying opportunities for seamless integration.

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- The organization's technology stack, including hardware, cloud infrastructure, and software solutions, and evaluating whether it is suitable for scaling AI solutions.
- Data governance practices, security policies, and privacy regulations, ensuring that any AI implementation aligns with NCTCOG's compliance and security requirements.

This review will not only help us understand the readiness of NCTCOG's current systems but will also reveal where improvements or additional investments are necessary.

Needs and Capability Assessment

At the same time, we will assess NCTCOG's internal capabilities to implement and sustain AI solutions. This assessment involves understanding the organization's current level of expertise in AI and data science, as well as the resources available to support ongoing AI initiatives. We will focus on several areas:

- **AI Readiness:** This includes assessing the organizational culture's openness to adopting AI and its alignment with NCTCOG's strategic vision. It also involves gauging the internal appetite for change and innovation, which is critical for AI success.
- **Skills and Training Needs:** We will evaluate the existing skill sets within the organization and identify areas where further training or hiring may be needed. For instance, does NCTCOG have the necessary data science expertise in-house, or will there be a need for external training to develop these capabilities?
- **Resource Availability:** This includes evaluating the infrastructure, both in terms of human resources and technological investments, needed to implement and maintain AI models. We will assess whether NCTCOG has the staff, budget, and tools required for AI development, testing, deployment, and long-term sustainability.

By evaluating these factors, we will identify both strengths and gaps in NCTCOG's AI readiness and provide recommendations for addressing them.

AI Use Case Identification and Prioritization

Based on the feedback gathered from stakeholders and the insights from our system and capability review, we will work with NCTCOG to identify potential AI use cases that could deliver the most value. These use cases may span a range of areas, such as:

- **Predictive Analytics:** For example, AI could help NCTCOG anticipate transportation trends, population growth, or environmental changes, enabling better planning and resource allocation.
- **Process Automation:** AI could streamline manual tasks such as data entry, document processing, or scheduling, freeing up staff time for higher-value activities.
- **Natural Language Processing (NLP):** AI-driven chatbots or voice assistants could improve customer service and public engagement, automating responses to common queries or requests for information.

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- Decision Support: AI-powered tools could assist decision-makers by analyzing complex datasets and providing actionable insights to guide strategic initiatives.

Once these use cases are identified, we will prioritize them in collaboration with NCTCOG. Factors such as impact, feasibility, resource requirements, and alignment with NCTCOG's broader mission will help us determine which AI initiatives should be pursued first. By focusing on high-value and high-impact use cases, we ensure that the AI deployment delivers tangible results in the shortest time possible.

Gap Analysis and Risk Assessment

In parallel with the identification of AI use cases, we will conduct a detailed gap analysis to assess any gaps in NCTCOG's current capabilities that could hinder the successful implementation of AI. This analysis will focus on several areas:

- Data Gaps: We will identify if there are missing or incomplete datasets that are necessary for AI models. For instance, if predictive analytics requires time-series data or demographic information, we will evaluate whether this data is available and of sufficient quality.
- Technological Gaps: We will assess NCTCOG's technology stack to ensure that it is capable of supporting the development and deployment of AI solutions. If additional infrastructure is needed, such as cloud storage or processing power, we will highlight these requirements.
- Skills Gaps: We will evaluate the expertise of NCTCOG's staff to ensure that they have the necessary capabilities in AI, data science, and machine learning to support implementation. We will also identify any training needs to fill these gaps.
- Risk Identification: We will conduct a risk assessment to identify any potential challenges or barriers to successful AI adoption, such as data privacy concerns, regulatory compliance issues, or organizational resistance to change. We will outline strategies to mitigate these risks and ensure smooth implementation.

Outcomes of the Discovery & Needs Assessment Phase:

By the end of this phase, NCTCOG will have a clear understanding of:

- The AI opportunities available to improve operations, service delivery, and decision-making.
- The current state of readiness for AI adoption, including potential gaps in technology, data, and skills.
- A prioritized list of AI use cases that can deliver measurable impact aligned with organizational goals.
- A roadmap for addressing the identified gaps and overcoming barriers to successful AI implementation.

AI Strategy Development

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The AI Strategy Development phase is designed to translate the insights gathered during the Discovery & Needs Assessment into a comprehensive and actionable AI strategy. This strategy will guide NCTCOG in leveraging AI technologies to meet its organizational objectives, enhance decision-making, and drive innovation. Our goal is to create a clear roadmap that aligns AI initiatives with the agency's mission, prioritizes high-impact solutions, and ensures successful implementation.

Aligning AI with Organizational Objectives

The first step in developing a successful AI strategy is ensuring alignment with NCTCOG's overall mission and objectives. We will work closely with NCTCOG's leadership and stakeholders to understand their strategic goals, particularly in areas such as regional planning, transportation, and sustainability. By reviewing these goals, we will ensure that the AI initiatives we propose will address critical challenges and support long-term vision.

Once we have a clear understanding of NCTCOG's objectives, we will prioritize AI use cases based on their potential to create value. This prioritization will take into account the feasibility of implementation, expected outcomes, and the resources available. A key component of this phase is establishing clear Key Performance Indicators (KPIs) that will measure the success of each AI initiative, allowing us to track progress and adjust strategies as needed.

Technology Selection and Integration Planning

Following the alignment with organizational goals, we will evaluate and select the most appropriate AI technologies. This step involves understanding NCTCOG's existing technology infrastructure, data capabilities, and systems, such as Geographic Information Systems (GIS) and other tools currently in use.

We will assess various AI platforms and solutions to determine which ones best meet NCTCOG's needs, ensuring they integrate seamlessly with existing systems. Additionally, we will evaluate whether a cloud-based or on-premise solution is more suitable, taking into consideration factors such as scalability, security, and cost-effectiveness. This careful selection process ensures that the technologies chosen will not only address current needs but also scale as NCTCOG's requirements evolve.

Roadmap for Implementation

With selected use cases and technologies, we will create a detailed AI implementation roadmap. This roadmap will serve as the blueprint for executing the AI strategy, outlining the necessary steps and timeline for each phase of the project. Key elements of the roadmap will include project milestones, expected deliverables, and timelines for each stage.

Resource allocation is another critical aspect of the roadmap. We will identify the necessary human, technological, and financial resources to implement the AI strategy successfully. This includes identifying key staff members, data scientists, and AI specialists required to carry out the project, as well as estimating costs for technology procurement, training, and infrastructure.

Additionally, we will address change management in the roadmap. This means developing a plan to train staff, introduce new technologies, and ensure smooth transitions throughout the

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implementation process. We will also include a risk management strategy to identify potential roadblocks and mitigate them proactively.

Establishing Governance and Ethical Guidelines

To ensure the responsible and effective use of AI, we will establish a governance framework that includes ethical considerations and data governance policies. This will ensure that the AI solutions are transparent, fair, and accountable, with clear guidelines for their use and oversight.

Data governance will be a cornerstone of this framework, ensuring that data used in AI applications is accurate, secure, and compliant with relevant regulations. We will also establish a process for ongoing monitoring and optimization of AI models, ensuring that they continue to provide value and improve over time.

Deliverables

The deliverables for the AI Strategy Development phase will include:

- A comprehensive document outlining the AI strategy, key use cases, selected technologies, implementation roadmap, and governance framework.
- A visual presentation to communicate the strategy to stakeholders, detailing the timeline, resource allocation, budget estimates, and governance approach.

3. AI Model Development & Customization

The AI Model Development & Customization phase is where we begin to transform the strategic vision from the previous phase into tangible AI solutions. This phase involves designing, developing, and refining AI models tailored specifically to NCTCOG's needs. By leveraging the data and insights gathered during the Discovery & Needs Assessment and AI Strategy Development phases, we will ensure that the AI models are not only technically sound but also highly aligned with the organization's goals.

Defining Model Requirements and Customization

To create the right AI models, we first need to define the specific requirements for each model. This involves working closely with NCTCOG's stakeholders to understand the unique data challenges, business processes, and objectives that the AI models will address. For example, for transportation planning, we might develop predictive models that can forecast traffic patterns, while for regional planning, we could create models to predict population growth and environmental changes.

Once we understand these requirements, we will focus on customizing the AI models to meet the precise needs of NCTCOG. This includes selecting the right machine learning algorithms, frameworks, and techniques. Whether we are developing supervised learning models, unsupervised learning models, or deep learning networks, the key is to tailor these solutions for maximum impact and usability.

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Data Collection and Preparation

Successful AI model development relies on high-quality data, and this is where NCTCOG's existing datasets will play a crucial role. During this stage, we will begin the process of gathering and cleaning relevant data from internal and external sources. This includes data on transportation, regional development, environmental factors, and more.

The data preparation process involves ensuring that the data is clean, complete, and formatted correctly for use in AI modeling. This step may include data normalization, handling missing values, and feature engineering. Given the complexity of the datasets, special attention will be paid to ensuring that the data is representative, accurate, and aligned with the needs of the AI models.

Model Development and Iterative Testing

With data in hand, we will begin developing the AI models. This stage will involve selecting the appropriate algorithms based on the specific use cases. We will utilize various techniques such as regression analysis, classification models, time-series forecasting, or reinforcement learning, depending on the problem at hand.

Our development approach will be iterative, ensuring that the models are refined and improved over time based on feedback and performance metrics. We will initially build prototypes and run them through test cases to assess their accuracy and performance. If any issues or gaps are identified, we will fine-tune the models, retrain them with new data, and continuously test them until the desired outcomes are achieved.

Collaboration with NCTCOG's teams will be critical during this stage to ensure that the models are not only accurate but also practical and usable. We will ensure that the models' outputs are presented in a user-friendly format, with clear insights and actionable recommendations.

Customization and Integration with Existing Systems

A key aspect of model development is the integration of AI models into NCTCOG's existing systems. We will ensure that the models we develop can be seamlessly incorporated into NCTCOG's operational workflows and digital platforms. This integration could involve embedding the AI models into dashboards, GIS systems, or other software tools that NCTCOG uses for planning and decision-making.

Customizing the models also includes ensuring that the models are scalable and flexible, capable of handling future changes in data or additional use cases. We will provide NCTCOG with a robust framework for scaling the models as the organization's needs evolve and new data becomes available.

Training and User Enablement

Once the models are developed and integrated, we will conduct training sessions for NCTCOG staff to ensure they are equipped to use the new tools effectively. These training sessions will be

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tailored to different user groups within NCTCOG, from technical staff who will maintain the models to decision-makers who will use the insights generated by the models.

In addition to training, we will provide user manuals, documentation, and ongoing support to ensure a smooth transition and encourage the adoption of AI tools throughout the organization. We will also provide NCTCOG with the knowledge and best practices necessary to maintain, refine, and expand the AI models in the future.

Deliverables

The key deliverables for the AI Model Development & Customization phase will include:

- Tailored AI models developed for specific use cases, ready for deployment and integration.
- Detailed documentation on model accuracy, performance metrics, and improvements made during the iterative development process.
- A comprehensive plan outlining how the AI models will be integrated into NCTCOG's existing systems and workflows.
- Customized training sessions for NCTCOG staff, including user manuals and documentation to ensure smooth adoption.

4. AI Implementation & Integration

The AI Implementation & Integration phase marks the transition from development to real-world application, ensuring that the AI models we've built are deployed effectively within NCTCOG's existing infrastructure. During this phase, the focus shifts to making the AI models functional, accessible, and seamlessly integrated into the organization's operational environment. This process involves collaboration with NCTCOG's technical teams, ensuring that the AI solutions not only work as intended but also align with the organization's broader goals and workflows.

Deployment Planning and Execution

Before implementing the AI models, we begin with a detailed deployment plan, which outlines the specific steps and timelines necessary for a successful rollout. This includes deciding whether the models will be deployed on-premises or in the cloud, and ensuring the infrastructure supports the operational demands of the AI system. Key considerations at this stage include data storage, computational power, and ensuring that the models can run efficiently in NCTCOG's operational environment.

Once the deployment plan is in place, we proceed with the execution. Our team works closely with NCTCOG's IT and data teams to deploy the models, ensuring that all necessary hardware, software, and network configurations are in place. Whether we are deploying the models on a cloud platform, on-premises, or through hybrid architectures, we ensure that the system is fully optimized for speed, reliability, and scalability.

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System Integration and Workflow Alignment

A critical aspect of AI implementation is ensuring that the models integrate seamlessly into NCTCOG's existing workflows and systems. During this stage, we collaborate with NCTCOG's technical teams to integrate the AI models into the various systems the organization uses, such as Geographic Information Systems (GIS), decision support tools, and data management platforms.

This integration involves ensuring that the models can easily interface with databases, API services, and other software tools, providing users with actionable insights. We prioritize making the AI system user-friendly, ensuring that the models' outputs are accessible and easily interpretable by NCTCOG staff. This may involve the creation of dashboards, visualizations, and other tools to make the results of AI analysis actionable in day-to-day operations.

Furthermore, we ensure that the AI solutions work harmoniously with NCTCOG's data pipelines, allowing for smooth data transfer, processing, and analysis. The goal is to create a seamless flow of information between the AI system and the organization's other platforms, ensuring that the AI models are integrated as an integral part of NCTCOG's operations.

Testing and Validation

Before full-scale adoption, thorough testing and validation of the integrated AI models are essential to ensure they perform as expected in real-world scenarios. We conduct several rounds of testing, including functional testing, performance testing, and end-to-end validation. This step ensures that the models are delivering the correct outputs and that there are no issues related to data integration, computational load, or system compatibility.

During this phase, we also verify that the models meet the original requirements outlined in the AI Strategy Development phase. This includes assessing the accuracy of predictions, the usability of the interfaces, and ensuring that the system is capable of handling the expected data volume and user activity. Any issues identified during testing are addressed, and models are iteratively refined to ensure smooth operation.

Training and Knowledge Transfer

For successful AI adoption, it is essential that NCTCOG's team is fully equipped to use the new AI systems. We provide comprehensive training to all relevant stakeholders, ensuring that both technical staff and decision-makers understand how to interact with the AI models and use the generated insights effectively.

Training will include hands-on sessions with the AI tools, as well as the creation of documentation, user manuals, and troubleshooting guides. We also provide knowledge transfer to NCTCOG's internal teams so they can maintain, adjust, and update the models as needed. This ensures that NCTCOG's staff can fully utilize the AI systems over the long term, fostering self-sufficiency in managing and evolving the AI solutions.

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Ongoing Support and Maintenance

Post-deployment support is critical for the continued success of AI integration. We offer ongoing maintenance and monitoring to ensure that the AI models continue to operate effectively and adapt to any changes in data, technology, or organizational requirements. Regular updates will be provided to improve model performance, address emerging needs, and refine the system based on user feedback.

Additionally, we will set up a system for monitoring the performance of the AI models in real-time. This includes tracking key performance indicators (KPIs), system health metrics, and user engagement. Through this monitoring, we can quickly identify and resolve any issues, ensuring that NCTCOG's AI solutions remain operational and continue to provide value.

Deliverables

The deliverables for the AI Implementation & Integration phase will include:

- A comprehensive roadmap outlining the steps and timelines for deploying the AI models into NCTCOG's systems.
- Fully deployed and integrated AI models, working seamlessly within NCTCOG's infrastructure and workflows.
- Detailed documentation of the testing and validation processes, including any issues identified and their resolutions.
- Customized training resources, including user manuals, video tutorials, and FAQs, to ensure NCTCOG's team is well-equipped to use the AI systems.
- A structured plan for providing post-deployment maintenance, monitoring, and troubleshooting.

5. Continuous Monitoring & Optimization

The Continuous Monitoring & Optimization phase focuses on ensuring that the deployed AI models continue to perform effectively and adapt to any changes in data, technology, or organizational requirements. Unlike the previous phases, which are primarily focused on development and implementation, this phase emphasizes the long-term performance and value of the AI system. The goal is to ensure that the AI models remain accurate, efficient, and aligned with NCTCOG's evolving objectives.

Performance Monitoring

Effective AI systems require ongoing oversight to ensure they are functioning at peak efficiency. In this phase, we will implement real-time monitoring systems to track the performance of the AI models. These systems will continuously assess key performance indicators (KPIs), such as the accuracy of model predictions, system uptime, and response times. Monitoring will also include tracking resource usage, such as CPU and memory consumption, to ensure that the models run smoothly without overburdening the organization's infrastructure.

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The data collected from performance monitoring will be used to identify potential issues early, allowing for prompt intervention. This monitoring will provide transparency into how well the models are serving the organization's needs, highlighting areas for improvement or adjustment.

Model Calibration & Adjustment

Over time, as new data becomes available or organizational needs evolve, the AI models may require recalibration. We will establish a system for periodic model assessments and fine-tuning, ensuring that they continue to meet NCTCOG's requirements. This could involve updating training data, refining algorithms, or adjusting model parameters to optimize performance.

Our team will work closely with NCTCOG to determine the frequency and extent of model updates. Whether it's adjusting the models to accommodate new types of data or improving their efficiency, the goal is to ensure the AI systems stay relevant and continue to add value.

User Feedback Integration

In addition to automated performance tracking, we will gather feedback from users within NCTCOG who interact with the AI system on a regular basis. This feedback will help identify pain points, opportunities for improvement, and additional features that could enhance the system's functionality. Regular user engagement is critical to ensuring the AI models remain aligned with NCTCOG's operational goals and that users are able to maximize the benefits of the system.

We will facilitate a feedback loop, allowing users to report issues, suggest improvements, and provide insights into how the AI models are impacting their workflows. This feedback will be integrated into the optimization process to ensure the system continues to evolve in line with user needs.

Performance Reporting & Analytics

To keep stakeholders informed about the health of the AI system, we will generate regular performance reports. These reports will detail the models' accuracy, reliability, and overall performance metrics, providing NCTCOG with clear insights into how the system is contributing to its objectives.

The reports will include key findings from performance monitoring, as well as any actions taken to address issues or optimize the system. These reports can be used by NCTCOG's leadership to assess the impact of the AI system, make informed decisions about future AI projects, and allocate resources for continued optimization.

Scaling and Adaptation

As NCTCOG's needs grow, the AI system will need to scale to accommodate larger datasets, more complex models, or additional users. We will work with NCTCOG to identify opportunities for scaling the AI infrastructure, ensuring the system remains responsive as the volume of data or user engagement increases.

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Scaling may also involve expanding the AI models' capabilities, such as incorporating additional features or extending the models to new areas of operation. Whether it's adding new data sources, enhancing analytical capabilities, or supporting new decision-making processes, we will ensure that the AI system evolves to meet the organization's changing requirements.

Long-Term Maintenance and Support

The Continuous Monitoring & Optimization phase includes long-term maintenance to ensure the AI models stay updated, secure, and in optimal working condition. We will provide ongoing technical support to address any issues that arise, from performance slowdowns to technical glitches. This support ensures that the AI system continues to deliver value to NCTCOG, even as technology and organizational needs evolve.

Deliverables

The deliverables for the Continuous Monitoring & Optimization phase will include:

- A real-time dashboard that tracks key performance metrics of the AI models, including system health and resource usage.
- Documentation detailing any changes made to the AI models, including recalibrations, algorithm improvements, and data updates.
- A summary of user feedback and the actions taken to incorporate suggestions or resolve issues.
- Regular reports summarizing the AI system's performance, including accuracy, reliability, and any optimization actions.
- A roadmap for scaling the AI system as NCTCOG's needs grow, including infrastructure adjustments and potential feature expansions.
- Documentation outlining the long-term maintenance, technical support, and troubleshooting services that will be provided to NCTCOG.

Pricing

Please refer to the pricing proposal attached herewith our proposal.

HUB Bonus

Please refer to our MBE certificate attached to this proposal.

Required Attachments

We have provided the filled-in versions of the following attachments and have included them with our proposal. Please refer to the following:

- Attachment I: Instructions for Proposals Compliance and Submittal
- Attachment II: Certification of Offeror
- Attachment III: Certification Regarding Debarment

**APPENDIX A.1
Pricing for TXShare Cooperative Purchase Program Participants**

BI Consulting Services				
RFP No. 2025-023				
Artificial Intelligence (AI) Consultancy Services				
Item	Description	Price	Hourly or Month	Conditions
1	Project Manager	\$ 175.00	Hourly	Experienced with public sector
2	Data Scientist	\$ 150.00	Hourly	Specialized in AI and ML
3	Ethical AI and Governance Specialist	\$ 150.00	Hourly	Includes compliance expertise
4	AI Consultant/Strategist	\$ 125.00	Hourly	Expertise in AI project mgmt
5	Data Engineer	\$ 125.00	Hourly	Skilled in data pipelines
6	Training and Change Management Specialist	\$ 105.00	Hourly	Experienced in AI adoption
7	Cost Analyst/Financial Specialist	\$ 105.00	Hourly	Expertise in cost modeling
8	AI Implementation Specialist	\$ 105.00	Hourly	Hands-on deployment expertise
9	Documentation Specialist	\$ 105.00	Hourly	Proficient in technical writing
10	Ongoing Support	\$3,300	Monthly	This is ongoing support and maintenance after go-live
Contractors shall provide additional related services at catalog price less:		%		

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

EXHIBIT 1: SERVICE DESIGNATION AREAS

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

(Exhibit 1 continued on next page)

(Exhibit 1 continued)

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

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 1

APPENDIX B

NCTCOG FEDERAL AND STATE OF TEXAS REQUIRED PROCUREMENT PROVISIONS

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

REQUIRED 2 CFR 200 CLAUSES**Uniform Administrative Requirements, Cost Principles & Audit Requirements for Federal Awards
(Contractor)**

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

The following definitions apply to this statute:

- (1) "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli- controlled territory, but does not include an action made for ordinary business purposes; and

(2) "Company" means an organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations that exists to make a profit.

10. Domestic Preference for Procurements

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

11. Trafficking in Persons


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

Check one of the following:

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

-OR-

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

DocuSigned by:


Signature of Authorized Person
Nichole McKinney

Name of Authorized Person
BI Consulting Services

Name of Company
5/28/2025

Date

APPENDIX C RESTRICTIONS ON LOBBYING

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

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

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

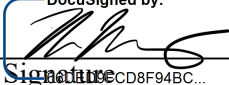
Subcontractors are also required to file with NCTCOG a disclosure form, set forth in Appendix B.2, if the subcontractor or its employees have made or have agreed to make any payment using nonappropriated funds (to include profits from any federal action), which would be prohibited if paid for with appropriated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

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

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

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

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

DocuSigned by:

Signature CD8F94BC...

Principle Consultant
Title

BI Consulting Services
Agency

5/28/2025
Date

**APPENDIX D
PROHIBITED TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT
CERTIFICATION**

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

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

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


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

Check one of the following:

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

-OR-

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

DocuSigned by:


 Signature of Authorized Person

Nichole McKinney

 Name of Authorized Person

BI Consulting Services

 Name of Company

5/28/2025

 Date

DISCRIMINATION AGAINST FIREARMS ENTITIES OR FIREARMS TRADE ASSOCIATIONS

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

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

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

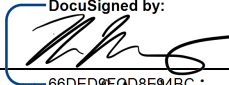
The entity identified below, through its authorized representative, hereby certifies that they have no practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and that they will not discriminate during the term of the contract against a firearm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

Check one of the following:

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

-OR-

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

DocuSigned by:


 Signature of Authorized Person

Nichole McKinney

 Name of Authorized Person

BI Consulting Services

 Name of Company

5/28/2025

 Date

BOYCOTTING OF CERTAIN ENERGY COMPANIES

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

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

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


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

Check one of the following:

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

-OR-

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

DocuSigned by:


 Signature of Authorized Person

Nichole McKinney

 Name of Authorized Person

BI Consulting Services

 Name of Company

5/28/2025

 Date

**APPENDIX E
DEBARMENT CERTIFICATION**

Nichole McKinney _____ being duly
(Name of certifying official)
sworn or under penalty of perjury under the laws of the United States, certifies that neither

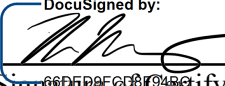
Nichole McKinney _____, nor its principals
(Name of lower tier participant)
are presently:

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

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

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

EXCEPTIONS:

DocuSigned by:


Signature of Certifying Official
Principle Consultant

Title
5/28/2025

Date of Certification

Form 1734
Rev.10-91
TPFS