

TXShare

Your Public Sector Solutions Center

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

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

Crowe LLP ("Contractor")
225 West Wacker Drive, Suite 2600
Chicago, Illinois 60606

ARTICLE I RETENTION OF THE CONTRACTOR

1.1 This Agreement defines the terms and conditions upon which the Contractor agrees to provide **Artificial Intelligence (AI) Solutions for Public Sector Entities** (hereinafter, "Services") to governmental entities participating in the TXShare program (hereinafter "Participating Entities"). The Contractor is being retained to provide services described below to Participating Entities based on the Contractor's demonstrated competence and requisite qualifications to perform the scope of the services described herein and in the Request for Proposals #2025-018 (hereinafter, "RFP"). The Contractor demonstrated they have the resources, experience, and qualifications to perform the described services, which is of interest to Participating Entities and was procured via the RFP. NCTCOG agrees to and hereby does retain the Contractor, as an independent contractor, and the Contractor agrees to provide services to Participating Entities, in accordance with the terms and conditions provided in this Agreement and consistent with Contractor's response to the RFP.

ARTICLE II SCOPE OF SERVICES

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

Entity shall not be liable for any amounts not included in a Purchase Order in the absence of a fully executed amendment of Purchase Order.

- 2.4 Percentage discounts for items in Appendix A represent the minimum discounts provided for each item offered by the Contractor. Contractor and Participating Entity may mutually agree to a greater percentage discount for any item covered under this agreement.

2.5 NCTCOG Obligations

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

2.6 Participating Entity Obligations.

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

2.7 Contractor Obligations.

- 2.7.1 Contractor must be able to deliver, perform, install, and implement services with the requirements and intent of RFP #2025-018.
- 2.7.2 If applicable, Contractor shall provide all necessary material, labor and management required to perform this work. The scope of services shall include, but not be limited to, items listed in Appendix A.
- 2.7.3 Contractor agrees to market and promote the use of the SHARE awarded contract whenever possible among its current and solicited customer base. Contractor shall agree to follow reporting requirements in report sales made under this Master Services Agreement in accordance with Section 4.2.

ARTICLE III

TERM

- 3.1 This Agreement will commence on the Effective Date and remain in effect for an initial term ending on May 31, 2027 (the “**Term**”), unless earlier terminated as provided herein. This Agreement will automatically be renewed, unless NCTCOG explicitly desires otherwise, for up to three (3) additional one (1) year terms through May 31, 2030.
- 3.2 **Termination.** NCTCOG and/or Participating Entities may terminate this Agreement and/or any Purchase Order to which it is a signatory at any time, with or without cause, upon thirty (30) days’ prior written notice to Contractor. Upon its receipt of notice of termination of this Agreement or Purchase Order, Contractor shall follow any instructions of NCTCOG respecting work stoppage. Contractor shall cooperate with NCTCOG and/or Participating Entities to provide for an orderly conclusion of the Services. Contractor shall use its best efforts to minimize the amount of any non-cancelable obligations and shall assign any contracts related thereto to NCTCOG or Participating Entity at its request. If NCTCOG or Participating Entity elects to continue any activities underlying a terminated Purchase Order after termination, Contractor shall cooperate with NCTCOG or Participating Entity to provide for an orderly transfer of Contractor’s responsibilities with respect to such Purchase Order to NCTCOG or Participating Entity. Upon the effective date of any such termination, the Contractor shall submit a final invoice for payment in accordance with Article IV, and NCTCOG or Participating Entity shall pay such amounts as are due to Contractor through the effective date of termination. NCTCOG or Participating Entity shall only be liable for payment of services rendered before the effective date of termination. If Agreement is terminated, certain reporting requirements identified in this Agreement shall survive termination of this Agreement.

- 3.2.1 Termination for Convenience: Either party may terminate the agreement for its convenience in whole or in part at any time without cause, upon 30 days written notice. Upon termination for convenience, the contractor will be entitled to payment for goods or services satisfactorily performed or delivered.
- 3.2.2 Termination for Cause: Either party may immediately terminate this Agreement if the other party breaches its obligations specified within this Agreement, and, where capable of remedy, such breach has not been materially cured within thirty (30) days of the breaching party's receipt of written notice describing the breach in reasonable detail.
- 3.2.3 Termination for Breach: Upon any material breach of this Agreement by either party, the non-breaching party may terminate this Agreement upon twenty (20) days written notice to the breaching party. The notice shall become effective at the end of the twenty (20) day period unless the breaching party cures such breach within such period.

ARTICLE IV COMPENSATION

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

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

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:

Crowe LLP

Attn: John Manilla

225 West Wacker Drive, Suite 2600

Chicago, Illinois 60606

Phone: 616-242-6127

Email: john.manilla@crowe.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.

Crowe LLP

ManillaJR Digitally signed by
ManillaJR
Date: 2025.05.12 14:14:50 -04'00' 5/12/2025

Signature Date

John R. Manilla

Printed Name

Partner

Title

North Central Texas Council of Governments

Signed by:
Mike Eastland 5/14/2025
A4E72C1BEF0F426...

Signature Date

Michael Eastland
Executive Director

APPENDIX A

Statement of Work

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

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

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

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

The Contractor must implement the following data governance practices:

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

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

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

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

4. Technical Proposal

a. Project Deliverables

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

Our understanding of your project objectives: The NCTCOG is seeking AI solutions to boost operational efficiency, enhance service delivery, and foster innovation across public sector entities. The project's central challenge is to improve public services, optimize data usage, and increase citizen engagement through effective AI solutions.

Our proposed agent solution will meet the following challenge objectives:

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

An agent (sometimes referred to as chatbot) powered by Microsoft's Copilot Studio will be trained on your policy documentation and will be able to provide you with the information end users request via chat and provide citations on where the generated content originated from. Follow-up conversation will be enabled through chat for end users to continue conversing with the agent.

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

Based on pre-configured conversation topics, your agent will be intelligent enough to understand a variety of permit application utterances and independently choose the correct conversation topic to discuss with the end user. If the end user would like to schedule an inspection, your agent can ask the end user for required information and preferred date to automatically trigger an action that will run a Power Automate Flow to schedule a building inspection. Furthermore, an automated schedule confirmation can be sent to the developer and resident with the scheduled appointment time, date, and location.

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

Based on pre-configured conversation topics, your agent will be intelligent enough to understand a variety of event management utterances and independently choose the correct conversation topic to discuss with the end user. If the end user would like to book an event, your agent can ask the end user for required booking information and trigger an action that will run a Power Automate Flow to book an event. Furthermore, an automated booking confirmation can be sent to end users with the booked event time, date, and location.

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

Similar to Crowe's CIM Summary Agent previously listed, as new deal documents are shared with the economic development department, your agent can monitor a specific inbox for new deals and process a summary of the document reducing the time-intensive review of staff. Furthermore, your agent can send a custom engineered prompt with extracted entities from the deal document to an OpenAI Large-Language-Model (LLM) that will interpret the prompt and provide a prediction response back with recommendations to pursue the economic deal or not.

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

Integrating Microsoft 365 Copilot for Finance with a Copilot Studio Agent can significantly enhance financial forecasting, budget allocation, anomaly detection, and overall financial management.

Copilot for Finance helps analyze historical data to identify trends and generate accurate forecasts for revenue, expenses, and other financial metrics. It optimizes budget allocation by analyzing spending patterns, recommending adjustments, and automating detailed budget reports. For anomaly detection, Copilot reviews transactions, provides real-time alerts for unusual activities, and offers insights into potential issues. It also improves financial management by automating data reconciliation, generating presentation-ready reports, and summarizing financial insights.

Using Copilot Studio, you can connect to various financial data sources, such as ERP systems and CRM platforms, and extend agent capabilities with custom data retrieval actions and automated workflows. This integration allows you to work seamlessly within familiar tools like Excel, Outlook, and Teams, streamlining financial operations and enhancing efficiency, accuracy, and insightfulness. By leveraging these tools, you can transform your financial processes, making them more effective and data driven.

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

An agent will be trained on your onboarding documentation and will be able to assist new hires with self-service requests via chat and provide citations on where the generated content originated from. Follow-up conversation will be enabled through chat for end users to continue conversing with the agent. A ServiceNow connection can be set up with your agent for new hires to automatically request hardware/software tickets.

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

A ServiceNow connection can be set up with your agent for employees to automatically request self-service tickets, reducing the burden on your IT helpdesk personnel. Any standard operating procedures (SOPs) that your helpdesk agent currently use can be quickly shared with your agent and trained in a matter of seconds. IT documentation with specific domain knowledge can be created by your agent assuming domain knowledge has already been shared with your agent beforehand. Your agent can assist with cybersecurity by assessing suspicious activity reports submitted by end users and contacting the correct IT Security Personnel for an additional layer of cyber defense.

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

Similar to Crowe's Part Search Agent previously listed, an agent can provide users with an intuitive and accessible way to search for cataloged books by integrating with Azure Search Indexes via a Power Automate flow, enabling your agent to process user queries and return relevant book results based on the indexed catalog.

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

Based on pre-configured conversation topics, your agent will be intelligent enough to understand a variety of case management utterances and independently choose the correct conversation topic to discuss with the end user. If the end user would like to pay for a parking ticket, your agent can ask the end user for required ticket information and trigger an action that will run a Power Automate Flow to pay for the parking ticket. Furthermore, an automated invoice confirmation can be sent to end users with the paid ticket datetime stamp. Any municipal court documentation shared with the agent as a knowledge source will be enabled for end user sharing along with citations.

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

An agent that is trained on the Parks and Recreation website along with the registration system will have knowledge about upcoming events and can query the registration system with the end users full name to explore previously registered events. If no previous recreational event history can be found, then the agent will converse with the end user further based on a pre-configured topic to determine their recreational likes and interests before providing a personalized recommendation.

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

An agent that is trained on your maintenance database will be able to evaluate maintenance history dates and schedule appointments for future maintenance checks. An agent that is deployed on the parks maintenance website will allow citizens to submit maintenance requests to Parks facilities and if several citizen requests are submitted to the same facility within a short period of time, your agent can provide a resource scheduling recommendation to increase resources at the location where maintenance requests are spiking.

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

Your agent can plug into Microsoft Planner and schedule projects, manage assigned resources, and keep residents informed on the status of public infrastructure projects.

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

Your agent can send an HTTP API call to your payment processing system to query citizens utility bill information and collect required payment information for payment processing, if desired.

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

An agent that is trained on the Visitors Bureau website along with the tourism management system will have knowledge about upcoming events and can query the tourism management system with the end users full name to explore previously registered events. If no previous tourism event history can be found, then the agent will converse with the end user further based on a pre-configured topic to determine their tourism likes and interests before providing a personalized recommendation.

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

Your agent can be trained on animal control policy, what to do in the event a vehicle hits an animal on the road, and automate pet registration tags along with vaccine documentation saving citizens time registering in person at city hall. Animal control inquiries can be shared with the Parks Maintenance or Forest Preserve departments to assess over-population of a particular animal species.

b. Technical Approach

Detail the technical approach for implementing the proposed solution, including:

- *Methodologies for design and development.*
- *Integration strategies with existing government systems.*
- *User-friendliness and accessibility considerations.*

The tables below provide an overview of the five primary phases of our implementation methodology. Each table highlights the primary activities & their descriptions for each phase of the project.

Structure Phase Activity	Structure Activity Description
Transition	Transition knowledge from the sales team to the implementation team.
Client Pre-Work	Begin gathering information used in further understanding and scoping the project.
Customer Onboarding	Establish project tools and environments
Project Planning	Define the project plan, communication plan, status update plan, etc.
Business Structure Mapping	Identify the functions and business processes that the new technology needs to support. This serves as the framework for the Requirements Traceability Matrix (RTM).
Resource Planning	Recruiting and onboarding the right people is critical for the new technology to support the business and that your organization can confidently run it.
Kickoff Event and Scenario Mapping	Kickoff the project with all stakeholders. Begin to map all scenarios.
Technical Planning	Plan and document frameworks for data migration, security, compliance, privacy, and infrastructure.

Analyze Phase Activity	Analyze Activity Description
Analyze Planning	Plan and schedule Analyze Phase activities.
Foundational Designs & Requirements Gathering	Analyze each scenario to uncover the requirements the new technology will need to support the scenario.
Gap-Fit Analysis & Solutioning	Analyze requirements in each scenario to determine what's covered by the native software and what will need to be built.
Project Planning & Scoping	Define scope and priorities across all areas of the implementation. Align on a final scope for the project.
Implementation Planning	Refine the implementation and build plan based on the results of Analyze phase.

Build Phase Activity	Build Activity Description
Sprint Planning	Iteratively progress the main project workstreams forward
Sprint Prototyping	Iterative design process used to create and test a realistic model of a product or solution within a short timeframe, typically as part of a design sprint.
Sprint Development	Collaboratively plan, execute, and deliver specific increments of a project within a fixed timebox, typically one to four weeks.
Sprint Data Migration	Transfer data in iterative phases, aligned with agile sprints, for accuracy, validation, and seamless integration with new systems.
Sprint Security, Privacy, and Compliance	Integrate security, privacy, and compliance practices and assessments into each sprint of the development process to proactively identify and address vulnerabilities in real-time.
Sprint Infrastructure	Iterative planning, building, and optimizing of the foundational systems and environments needed to support development and deployment during agile sprints.
Sprint Retrospective	Collaborative meeting held at the end of a sprint where the team reflects on what went well, what could be improved, and identifies actionable steps for future sprints.
Integrated Testing Cycle (ITC)	Conduct end to end testing to confirm cross-functional requirements are met.

Confirm Phase Activity	Confirm Activity Description
Conference Room Pilots (CRP)	Through a series of conference room pilots (CRPs), we confirm people can run the business. Functional SMEs simulate go-live by conducting mock cutovers and processing transactions.
User Acceptance Testing (UAT)	Confirm the solution is ready for end-user training. The Functional SMEs have one final opportunity to confirm and sign off that the new solution is ready for end-user training and deployment.
Performance Testing	Confirm the new solution is capable of all activity and ready for deployment. This is a final opportunity to confirm and sign off that the new solution is ready for regression testing and deployment.
Regression Testing	Regression tests should be run and verified as part of user acceptance testing and subsequently re-run each time an update is taken to confirm system functionality. Regression testing is performed either manually or through RSAT depending on the nature of each specific test case.

Deploy Phase Activity	Deploy Activity Description
End User Training	Your functional SMEs train end users to operate the business on the new solution.
Cutover Rehearsal	In the cutover rehearsal, your functional SMEs and select end users conduct a simulation of cutover in a test environment. This includes migrating data, performing day-one transactions, and validating results.
Cutover	Cut over to the new solution.
Transition to Support	After the new solution goes live, the Crowe implementation team stays engaged to provide support during the transition period. Following the transition, the client engages Crowe Support Services for ongoing support.

Technical Approach to Scope of Work

Your agent will be user-friendly and accessible to all stakeholders through integration with existing government systems (e.g., case management systems, HR management systems, library databases, public works management systems, parks and recreation management systems, development services systems, and utility billing systems), including security frameworks such as Mobile Device Management (MDM), Identity and Access Management (IAM), Security Information and Event Management (SIEM), and other critical IT infrastructure, supporting scalability and adaptability.

The agent will leverage Natural Language Processing (NLP) to understand end user interactions. The agent will be trained on website content, including HTML, PDFs, Word documents, Dataverse Tables, SharePoint Sites, Public Websites, and provide accurate responses, escalating queries to staff if necessary. Built-in analytics will track usage, session success, and customer satisfaction ratings. Multilingual support, including Spanish, is supported.

Compliance and security are essential. The agent will follow Section 508 accessibility standards and data privacy laws like PII, HIPAA, & GDPR, without collecting sensitive personal data. It will provide an intuitive interface with user feedback options.

The solution will leverage advanced NLP frameworks to handle diverse inquiries, integrate with government entity infrastructure, and scale for high traffic utilization. Regular updates will support current content, and a dashboard will provide real-time insights. Training and technical support will aid adoption and future enhancements, with a focus on security, accessibility, compliance, and data privacy.

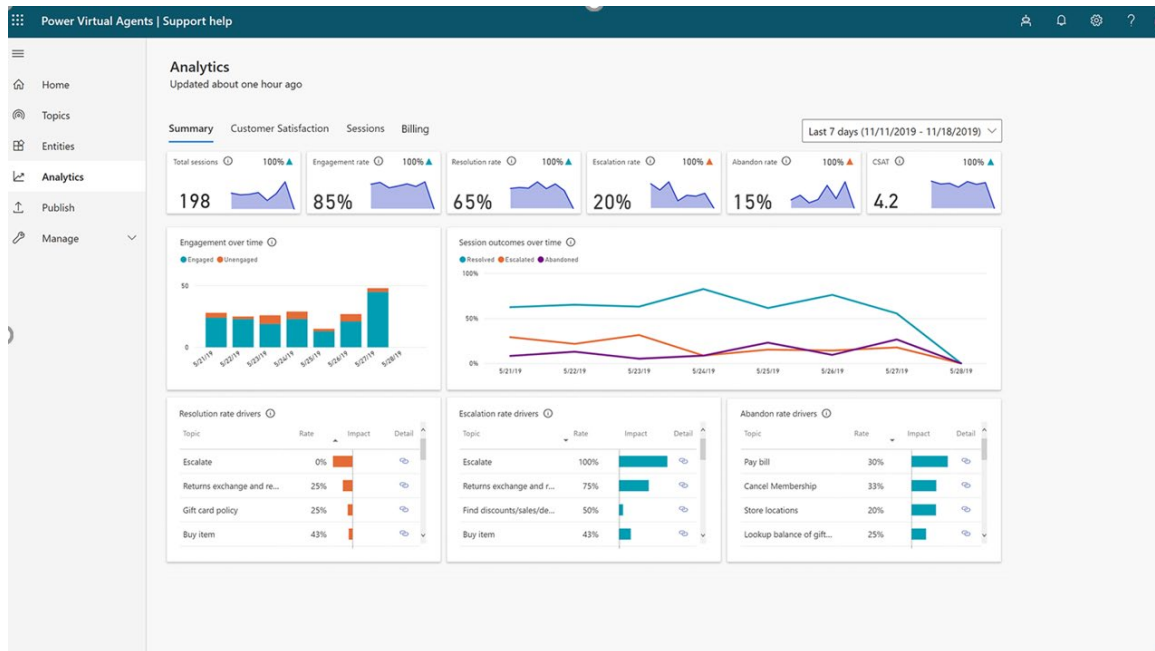
This approach will provide an agent that meets the project’s objectives and delivers a scalable, user-friendly, and compliant solution that aligns with NCTCOG’s vision for improved public services, optimized usage of governmental entity data, and increased citizen engagement.

c. Performance Metrics

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

Real-Time Analytics

The graphic below depicts an example of what your agent dashboard would look like. Within Copilot Studio Analytics tab, you will be able to digest your agent analytics which captures sessions, engagement rate, resolution rate, escalation rate, abandon rate, and customer satisfaction score.



<https://learn.microsoft.com/en-us/microsoft-copilot-studio/analytics-overview>

KPI: Accuracy

Response Accuracy Rate evaluates the percentage of responses that are correct, relevant, and actionable based on user input. This metric indicates if the agent is consistently providing precise and contextually appropriate answers, fostering trust and reliability. The accuracy rate is calculated as the ratio of accurate responses to the total number of responses, with a target of $\geq 95\%$. This KPI is monitored through user feedback, internal audits, and analysis of response logs, so the agent meets quality standards and minimizes the need for clarifications or corrections.

KPI: Reliability

Assistance Accuracy and Consistency Rate, measures the agent's ability to deliver accurate, contextually appropriate, and consistent responses. Key components include response accuracy (percentage of correct and actionable replies), service consistency (maintaining tone and adherence to guidelines), uptime (availability without disruptions), and error rate (frequency of inaccuracies or guideline violations). Target metrics might aim for $\geq 95\%$ accuracy, $\geq 90\%$ consistency, $\geq 99\%$ uptime, and $\leq 2\%$ error rate, assessed through user feedback, quality audits, and system monitoring. This KPI indicates if the agent is functioning as a dependable tool, enhancing user trust and efficiency in interactions.

KPI: Continuous Improvement

Learning and Enhancement Rate, measures the agent's ability to adapt, improve, and incorporate feedback over time. This metric evaluates the frequency and effectiveness of updates to the agent's knowledge base, workflows, or performance, so it may become more accurate, efficient, and aligned with user needs.

It can be tracked through metrics such as the percentage of resolved issues post-feedback, time taken to implement improvements, and a reduction in recurring errors. Regular monitoring and iterative updates help the agent evolve to deliver better user experiences and stays relevant to changing requirements.

Algorithm Transparency

Within the Generative AI settings of your agent, you will have complete control over bias mitigation by setting the content moderation scale to high precision. This instructs the underlying GPT model to generate responses that are precise to the users’ prompt and significantly reduces the probability of hallucinations (aka off topic content generated by the models underlying training data).

Settings

Agent details

Generative AI

Security

Authoring Canvas

Entities

Skills

Voice

Languages

Language understanding

Component collections

Advanced

Using generative AI in conversations

How should your agent interact with people?

Classic – Use the topics you build to respond to trigger phrases—actions can only be called from inside a topic.

Generative (preview) - Use generative AI to respond with the best combination of actions, topics, and knowledge.
[Learn more](#) about how to optimize your agent.

How strict should the content moderation be?

Low - More creative

Medium - More balanced

High - More precise

Premium features

Enhanced search results
Can provide improved search performance for Microsoft 365 Copilot tenants. Availability varies by data source. [Learn more](#)

Enabled

Save

Interoperability

Your agent will be able to be trained on a variety of knowledge sources as illustrated in the screenshot below. Most of the access is governed to your specific instance of M365 tenant. For specific files that you would like to train your agent with, you can upload those files directly to the agent’s knowledge tab and it will be stored in the connected Dataverse Table within your Power Platform environment. For third party systems, your agent can send GET and POST requests via an HTTP API call within custom topic nodes.

Add knowledge

Add knowledge so your agent can provide more relevant information and insights. Once set up, other people with edit permissions for this agent can reuse these knowledge sources for additional topics. [Learn more about knowledge sources](#)

Featured

Advanced

Public websites

Add public websites for real-time answers

SharePoint

Securely integrate and manage internal data

Dataverse (preview)

Customize and deploy structured data tables

Upload files

Only text-based files are supported; images, audio, video, or executables are not. Files will be securely stored in Dataverse.

Drag and drop a file here or [click to browse](#)

Up to 512MB per file

Cancel

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22

Add knowledge

Add knowledge so your agent can provide more relevant information and insights. Once set up, other people with edit permissions for this agent can reuse these knowledge sources for additional topics. [Learn more about knowledge sources](#)

☆ Featured


🔗 Advanced


Q Search


☰


Enterprise data connections (preview)


Powered by Copilot connectors. Some options may require admin approval or end user licensing. [Learn more](#)


 Azure AI Search


 Azure SQL

 Salesforce

 ServiceNow Catalog

 ServiceNow Knowledge

 ServiceNow Tickets

 Zendesk

Cancel

Quality Control

Crowe applies a robust framework to maintain the integrity and accuracy of data used in AI solutions, employing advanced tools and methodologies to validate datasets and enhance reliability. Our process includes comprehensive data validation protocols to detect and address inaccuracies through automated checks and manual reviews, identifying anomalies for prompt resolution. Crowe collaborates with stakeholders to design data enrichment procedures, filling gaps, standardizing formats, and integrating external sources to improve dataset quality. This proactive approach aligns data quality strategies with organizational goals, enabling AI solutions to support effective decision-making and deliver meaningful outcomes.

d. Risk Management

Outline any potential risks associated with the proposed solution and describe your strategies for mitigating these risks.

Outside of broad Generative-AI knowledge, your agent will be limited to the knowledge that its trained on. Over time, legacy knowledge repositories can become stale and disconnected so it’s imperative to have a training plan established for your agent to learn new policies and procedures as they become available and where they are located within the organization. Your agent will need to be added to the proper security groups in order to access highly sensitive knowledge repositories.

Crowe helps AI implementations comply with legal standards (e.g., FOIA, grant/state/federal regulations) through a structured governance framework rooted in risk management and public sector compliance experience. Our AI Governance Assessment identifies gaps in compliance, data privacy, and security, forming the basis for a roadmap aligned with legal and ethical guidelines. We establish technical safeguards like encryption and role-based access controls, alongside administrative controls such as monitoring, audits, and incident response plans. Tailored policies define roles and responsibilities to guide transparency and accountability, while continuous training equips internal teams to maintain compliance and adapt to evolving legal requirements. This approach mitigates risks and fosters confidence in ethical and lawful AI deployment.

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e. Compliance and Standards

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

To achieve the data governance requirements, a Copilot Studio agent can implement the following strategies with practical examples:

1. Data Integrity and Accuracy:

- **Mechanisms:** Implement validation checks at data entry points to support data accuracy. For example, use automated scripts to verify data formats and ranges.
- **Error Correction:** Develop protocols to identify and correct errors. For instance, if a data entry error is detected, the system can flag it for review and correction by a data steward.

2. Data Privacy and Compliance:

- **Adherence to Laws:** Support compliance with GDPR and CCPA by incorporating data privacy policies. For example, include a consent form that users must agree to before data collection.
- **Anonymization and Pseudonymization:** Use techniques like data masking to anonymize personal data. For instance, replace sensitive information with pseudonyms in datasets used for analysis.
- **User Consent:** Document user consent for data processing. For example, maintain a log of consent forms and timestamps when users agree to data collection.

3. Data Access Controls:

- **Role-Based Access Controls (RBAC):** Define roles and permissions to restrict data access. For example, only HR personnel can access employee records, while IT staff have access to system logs. This role-based access can be configured and assigned at the Microsoft Tenant level.
- **Multi-Factor Authentication (MFA):** Implement MFA for accessing sensitive data. For instance, require a combination of passwords and biometric verification for database access.

4. Data Retention and Disposal:

- **Retention Policies:** Specify how long data will be stored. For example, financial records might be retained for seven years, while marketing data is kept for two years. Automated workflows can be configured within your agent to automatically check specific datetime stamps and wipe records, if necessary.
- **Secure Disposal:** Use secure methods for data disposal, such as data wiping or shredding physical documents. For instance, employ software that overwrites deleted files to prevent data recovery.

5. Data Auditing and Monitoring:

- **Regular Audits:** Conduct periodic audits to review data usage and access. For example, perform periodic audits to support compliance with data governance policies.
- **Logging Mechanisms:** Implement logging to track data access and modifications. For instance, maintain logs that record who accessed data, what changes were made, and when these actions occurred.

To achieve the specified cybersecurity requirements, a Copilot Studio agent can implement the following strategies with practical examples:

1. Threat Detection and Response:

- **AI-Driven Systems:** Deploy AI-driven threat detection systems that monitor network traffic and user behavior to identify anomalies. For example, use machine learning algorithms to detect unusual login patterns that may indicate a security breach.
- **Identity Verification:** Integrate robust identity verification mechanisms such as biometric authentication and two-factor authentication (2FA). For instance, require fingerprint or facial recognition along with a password for accessing sensitive information.

- **Incident Response Protocols:** Define and regularly update incident response protocols. For example, conduct periodic drills to simulate identity-related breach scenarios and the team is prepared to respond effectively.
2. **Encryption:**
 - **End-to-End Encryption:** Data is encrypted both in transit and at rest using industry-standard algorithms. For example, use AES-256 encryption for data storage and TLS for secure data transmission over the internet.
 - **Key Management:** Implement robust key management practices. For instance, use hardware security modules (HSMs) to generate and store encryption keys securely.
 3. **Vulnerability Management:**
 - **Regular Assessments:** Conduct regular vulnerability assessments and penetration testing to identify and address security weaknesses. For example, schedule monthly scans of the network and applications to detect vulnerabilities.
 - **Timely Patching:** Timely patching and updating of software. For instance, Copilot Studio is a SaaS (Software as a Service) Platform which means updates are published automatically and will not require any patching management from public sector entities.
 4. **Security Governance Framework:**
 - **Policies and Procedures:** Establish a comprehensive security governance framework that outlines security policies, procedures, and responsibilities. For example, create a security policy document that defines acceptable use, data protection, and incident response procedures.
 - **Compliance:** Continuous compliance with security standards and best practices. For instance, conduct periodic audits to verify adherence to frameworks like ISO 27001 or NIST.
 5. **Risk Management:**
 - **Risk Assessment:** Identify and assess potential risks associated with AI solutions. For example, perform a risk assessment to evaluate the impact of data breaches on AI solution integrity.
 - **Mitigation Strategies:** Develop and implement risk mitigation strategies. For instance, establish a disaster recovery plan (DRP) that includes regular backups and failover procedures to support business continuity.
 - **Root-Cause Analysis:** Conduct root-cause analysis (RCA) of incidents to prevent recurrence. For example, after a security incident, analyze the root cause and implement corrective actions to address underlying vulnerabilities.
 6. **Training and Awareness:**
 - **Regular Training:** Provide regular cybersecurity training and awareness programs for staff. For example, conduct periodic training sessions on phishing awareness and secure password practices.
 - **Knowledge Sharing:** Support staff to be knowledgeable about security best practices and protocols. For instance, distribute security newsletters and updates to keep public sector employees informed about the latest threats and mitigation techniques.

Crowe identifies potential AI use cases by collaborating with key stakeholders to uncover opportunities that address operational challenges and align with organizational priorities. We evaluate each use case's feasibility through a thorough assessment of technical, organizational, and financial requirements, considering factors like data quality, infrastructure readiness, and regulatory compliance. To assess value, Crowe estimates the impact of use cases on efficiency, cost reduction, and service enhancement through ROI modeling, balancing immediate benefits with long-term strategic value. By prioritizing use cases based on feasibility and value, we create a roadmap for deployment that minimizes risk and delivers measurable, ethically grounded improvements tailored to public sector needs.

Crowe systematically documents compliance requirements by assessing both external mandates, such as state and federal statutes, GDPR, HIPAA, and CCPA, and internal controls needed for AI use.

This process includes mapping compliance needs to operational risks and implementing administrative, technical, and policy measures to support oversight and compliance. We develop a compliance assessment that aligns requirements with corresponding controls and mitigation strategies, presenting actionable recommendations to address gaps and support audit readiness. By embedding compliance into the AI governance framework, Crowe aligns legal and ethical standards with organizational goals, to support both current and future regulatory adaptability.

Crowe conducts a detailed pros, cons, and risk-benefit analysis for each AI use case by evaluating technical feasibility, financial implications, and alignment with organizational goals. Benefits such as enhanced efficiency, improved decision-making, and scalability are weighed against potential risks like data integration challenges, stakeholder resistance, and regulatory compliance. We assess factors affecting success, including data readiness, change management needs, and technology compatibility, addressing drawbacks such as implementation costs and governance requirements with actionable mitigation strategies. By incorporating compliance considerations and ethical AI principles, Crowe confirms that prioritized use cases offer high ROI and feasible deployment while fostering informed decision-making and organizational trust.

6. Proposed Value Add

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

Crowe's AI Consultancy Services: A Value Add for NCTCOG

Crowe LLP is a leading public accounting and consulting firm with deep industry expertise, offering tailored AI consultancy services designed to empower NCTCOG TXShare Members. Our services are structured to enhance operational efficiency, improve service delivery, and deliver sustained value through scalable AI solutions. Here are the key themes that demonstrate why Crowe is an excellent addition to NCTCOG's qualified AI consultancy firms:

1. **Tailored, Scalable AI Solutions:** Crowe's AI consultancy services are designed to empower NCTCOG Members with customized AI strategies that enhance operational efficiency and service delivery. Our solutions are scalable, so they can grow with the needs of NCTCOG Members.
2. **Ethical, Secure, and Compliant AI Implementations:** We prioritize transparency, privacy, and alignment with public sector legal and ethical standards. Our commitment to ethical AI gives NCTCOG Members comfort that they can implement AI solutions that are secure and compliant.
3. **Comprehensive Data and AI Roadmaps:** Crowe delivers detailed data strategies and AI roadmaps, emphasizing quality, security, and governance. These roadmaps provide clear milestones and performance indicators, equipping NCTCOG Members with the tools needed for impactful AI innovation.
4. **Knowledge Transfer and Training:** We offer training and knowledge transfer programs that build internal capabilities within NCTCOG Member organizations. This supports effective AI adoption and sustained innovation, empowering internal teams to leverage AI tools independently.
5. **Cost-Efficient Solutions with ROI:** Crowe delivers cost-efficient AI solutions with clear ROI assessments. This helps NCTCOG Members to receive sustained value and improved outcomes from their AI investments.

Key Services Offered:

- **AI Readiness Assessment & Strategy Roadmap:** Evaluations of an organization's preparedness for AI integration, providing a streamlined approach to governance, data, operational processes, and cultural readiness.
- **Responsible AI Services:** AI Governance Assessment, Program Development, and Ongoing Monitoring to support responsible AI use aligned with regulatory standards and ethical practices.
- **AI Data Services:** Data Quality Readiness Assessment, Data Roadmap, Data Governance Strategy, Data Architecture & Integration, and Data Cleansing & Transformation.
- **AI Application Implementation and Support Services:** Business Use Case Discovery, Solution Design and Planning, Model Development and Deployment, Application Development and Deployment, and Post-deployment Support.
- **Enterprise AI Organizational Change Management:** Change Readiness Assessment, Change Strategy and Planning, Change Execution and Engagement, and Transition Support and Sustainment.
- **AI Insights and Evolution Support:** Keeping organizations informed of the latest AI advancements and identifying potential impacts and opportunities.

APPENDIX A.1

Pricing for TXShare Cooperative Purchase Program Participants

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

5. Pricing

Our goal in setting fees is simple – to provide long-term, cost-effective pricing for our clients. We are confident that we can work together to achieve an optimized plan for your Public Sector Entities Agent. We are happy to offer a 10% discount from our standard pricing to NCTCOG’s Member Organizations for AI Solutions.

Additionally, we highly value long-term relationships and so are pleased to offer an additional tiered discount model to recognize cumulative services across multiple projects. An additional 5% discount is applied once the total value of services with a Member Organization under this agreement exceeds \$500,000, bringing the total discount on services from that point forward to 15%. This additional discount increases by another 5% when services exceed \$1 million, bringing the total discount on services from that point forward to 20%. This structure allows NCTCOG Members to benefit from increasingly competitive pricing as our partnership grows, reflecting our commitment to providing greater value and expanded services over time.

One additional note on pricing – we have aligned this pricing model with what Crowe submitted to Sourcewell in response to their similar RFP for AI consulting services. As of early January 2025, Sourcewell has informed all bidders they will need up to 90 additional days to deliberate submissions so we do not yet know if we will be a selected vendor, but we wanted to disclose this to NCTCOG given your existing partnership with Sourcewell.

Pricing Summary

After the analyze phase of Crowe’s implementation methodology, we’ll be able to assess the project’s effort estimate with greater certainty and provide you with an accurate total delivery cost. Given the number of unknowns and options that may be factored in depending on the Member’s needs, only approximations can be provided up front. We have done this in the table below via a “T-shirt size” approach... these are estimates based on past experiences and are not guaranteed to fit the size of the Member organization. For example, it is entirely possible that an entity that may fit the small description ends up with a total cost in the medium range due to complex requirements.

Effort Estimate (T-Shirt Size)	Typical Entity Aligning to this Size	Estimated Cost Range
Small	Typically small municipalities, local school districts, or individual nonprofit entities	\$250,000 - \$350,000
Medium	Includes mid-sized cities, regional school districts, and nonprofit organizations operating across multiple locations or regions.	\$500,000 - \$700,000
Large	Represents larger cities, counties, public agencies, and extensive regional nonprofit networks or public school systems.	\$750,000 - \$1,000,000
Extra Large	Encompasses major metropolitan governments, state or provincial agencies, large public university systems, and extensive public healthcare systems.	\$1,000,000+

The following rates were used to calculate the total delivery cost of your public sector entity's agent above.

Job Title	Short Description	Long Description	10% Discounted Hourly Rate
AI Consultant	Supports AI readiness, data analysis, and model development.	Works with clients to assess AI readiness, perform data analysis, and implement AI solutions. Supports the development and execution of AI models and strategies under the guidance of senior staff.	\$202.50
AI Senior Consultant	Leads AI projects, delivers strategic insights.	Leads AI projects and engagements, providing deep expertise in AI strategy, machine learning, and data science. Aligns AI solutions with client business objectives and delivers insights to drive decisions.	\$270.00
AI Manager	Manages AI teams and project execution.	Manages AI teams and oversees the implementation of AI solutions across client projects. Responsible for planning, coordination, and execution of AI strategies, while managing stakeholder relationships.	\$315.00
AI Senior Manager	Oversees complex AI initiatives and client relationships.	Leads larger and more complex AI initiatives. Oversees multiple AI projects, supporting alignment with overall business strategies and responsible for client relationship management.	\$432.00
AI Director	Oversees complex AI initiatives and client relationships and assists with leading the AI practice.	Leads largest and most more complex AI initiatives. Also has responsibilities for driving the AI practice within the firm.	\$472.50
AI Partner	Leads AI practice, focuses on business development and major projects.	A senior-level executive responsible for driving the AI practice within the firm. Focuses on business development, client management, and overseeing the most critical AI projects and engagements.	\$495.00

We are committed to working with you to make sure the scope of our proposal is appropriate. While we experience cost increases throughout our relationships with our clients, we make every effort to structure an engagement fee arrangement which will meet your needs while providing us with sufficient resources to perform the expected work.

Project Dependencies

- AI development work is expected to use a Microsoft and OpenAI-centric toolset that are consistent with most client's technology stack. Our expectation is that the toolset used for the service accounts to leverage will include:
 - Microsoft Azure AI Studio/Foundry Subscriptions, Dedicated Azure Resource Group, Power Platform (Copilot Studio, Automate) subscriptions.
 - Microsoft Azure permissions to create and enable components.
 - Microsoft 365 Copilot for Finance
- The hourly rates above include a 10% discount from our standard hourly rates.
- We will not surprise you with additional fees that have not been agreed to by all parties in advance. If a question results in significant research or additional work or if we are requested to perform a consulting project, such effort is billed separately. We will provide you with an estimate of fees for such services and obtain management approval before proceeding.
- For each project, Client will appoint a Project Manager to coordinate and oversee Crowe's work, including identifying stakeholder availability for meetings, arranging meeting logistics, and overseeing

client-related completion of assigned activities per the project schedule.

5. Crowe reports directly to the client (Member Organization) and not to any other third-party vendor.
6. The Client Project Manager will facilitate internal deliverable reviews and provide consolidated feedback to Crowe within 5 business days, unless otherwise noted in the Proposal.
7. Client will make data, documentation, and subject matter experts available to our team as needed to complete project activities. Client executives and staff will be available to assist in this effort, including by participating in meetings, surveys, information requests, and other appropriate points of engagement to successfully achieve the objectives of the project.
8. We can perform work in a mix of virtual and onsite environments. We can adjust this approach per Client's preference at any time and estimate travel expenses in advance if requested.
9. Each phase of the project will require formal deliverable signoff to indicate Client acceptance. The subsequent phase of work will begin after prior phase signoff is complete and signed off.
10. Client agrees to make all management decisions, including determining which, if any, recommendations to implement.
11. We will prepare monthly invoices for progress toward deliverables, and we ask clients to pay invoices via check, ACH, or wire transfer. P-card and Credit Card (Visa, MasterCard, American Express, and Discover) are also accepted for amounts of \$10,000 USD or less and if invoices are paid within 45 days.
12. No significant changes in regulatory or client expectations or actions are expected. Should significant change occur, Crowe will assess the impact on our services and fees. All fee adjustments will require approval by all parties in advance.
13. Client will not send any sensitive information to Crowe via unencrypted solutions. Client will notify Crowe of any information sent that is deemed to be confidential and it will be clearly marked as such.
14. Crowe's deliverables are intended for Client (Member) personnel only.
15. Crowe consultants will have access to all necessary systems, resources, and personnel for the duration of the engagement.
16. Crowe may also utilize third-party providers used in the ordinary course of Crowe's business operations, including without limitation, providers such as Microsoft, Rackspace, Crowe Horwath IT Services LLP (a subsidiary owned and controlled by Crowe), information security providers, and other ordinary-course third-party providers.
17. Our policy is to bill for reasonable actual out-of-pocket expenses incurred. Out-of-pocket expenses are not included in the estimate and will be billed separately with a cap of 15 percent of total fees.

Fees for Additional Services

- Professional fees for special projects outside of the agreed-upon scope will be determined based on project factors, such as type of project, subject matter experience required, scope, and resource requirements. Prior to commencing additional services, we will obtain your approval and agreement on the scoping and pricing.
- If Crowe is requested by Client, any third-party, or any other person or entity, by subpoena, investigation, other legal process, or other request to produce documents or testimony pertaining to Client or the Services, and Crowe is not named as a party in the proceeding, Client will pay Crowe for its professional time, plus out of pocket expenses, costs, and fees, as well as reasonable attorney fees, incurred in responding to such request.

APPENDIX A.2
Service Area Designation Forms

EXHIBIT 3: SERVICE DESIGNATION AREAS

Texas Service Area Designation or Identification			
Proposing Firm Name:			
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="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 3 continued on next page)

(Exhibit 3 continued)

Nationwide Service Area Designation or Identification Form			
Proposing Firm Name:			
Notes:	Indicate in the appropriate box whether you are proposing to provide service to all Fifty (50) States. Will service all fifty (50) states <input checked="" type="checkbox"/> Will not service fifty (50) states <input type="checkbox"/> <hr/> 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. 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.		
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 3

APPENDIX B

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

REQUIRED 2 CFR 200 CLAUSES

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

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

The following definitions apply to this statute:

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

10. Domestic Preference for Procurements

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

11. Trafficking in Persons

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

Check one of the following:

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

-OR-

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

ManillaJR
Digitally signed by ManillaJR
Date: 2025.05.12 14:15:12
+04'00'

Signature of Authorized Person

John R. Manilla

Name of Authorized Person

Crowe LLP

Name of Company

5/12/2025

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.

ManillaJR Digitally signed by ManillaJR
Date: 2025.05.12 14:15:28 -04'00'

Signature
Partner

Title
Crowe LLP

Agency
5/12/2025

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.

ManillaJR Digitally signed by ManillaJR
Date: 2025.05.12 14:15:43
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Signature of Authorized Person

John R. Manilla

Name of Authorized Person

Crowe LLP

Name of Company

5/12/2025

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.

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Date: 2025.05.12 14:16:13
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Signature of Authorized Person

John R. Manilla

Name of Authorized Person

Crowe LLP

Name of Company

5/12/2025

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.

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Date: 2025.05.12 14:16:26
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Signature of Authorized Person

John R. Manilla

Name of Authorized Person

Crowe LLP

Name of Company

5/12/2025

Date

APPENDIX E
DEBARMENT CERTIFICATION

John R. Manilla
_____ being duly
(Name of certifying official)
sworn or under penalty of perjury under the laws of the United States, certifies that neither

Crowe LLP
_____, 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:

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Date: 2025.05.12
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Partner Signature of Certifying Official

5/12/2025 Title

Date of Certification
Form 1734
Rev.10-91
TPFS