

TXShare

Your Public Sector Solutions Center

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

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

Guidehouse Inc. ("Contractor")
111 Congress Ave, Ste 2500
Austin, TX 78701

ARTICLE I RETENTION OF THE CONTRACTOR

1.1 This Agreement defines the terms and conditions upon which the Contractor agrees to provide **Artificial Intelligence (AI) Consultancy Services** (hereinafter, "Services") to governmental entities participating in the TXShare program (hereinafter "Participating Entities"). The Contractor is being retained to provide services described below to Participating Entities based on the Contractor's demonstrated competence and requisite qualifications to perform the scope of the services described herein and in the Request for Proposals #2025-023 (hereinafter, "RFP"). The Contractor demonstrated they have the resources, experience, and qualifications to perform the described services, which is of interest to Participating Entities and was procured via the RFP. NCTCOG agrees to and hereby does retain the Contractor, as an independent contractor, and the Contractor agrees to provide services to Participating Entities, in accordance with the terms and conditions provided in this Agreement and consistent with Contractor's response to the RFP.

ARTICLE II SCOPE OF SERVICES

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

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

- 2.4 Pricing for items in Appendix A represent the maximum cost for each item offered by the Contractor. Contractor and Participating Entity may mutually agree to a lower cost for any item covered under this agreement.

2.5 NCTCOG Obligations

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

2.6 Participating Entity Obligations.

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

2.7 Contractor Obligations.

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

ARTICLE III

TERM

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

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

ARTICLE IV COMPENSATION

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

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

ARTICLE V SERVICE FEE

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

5.2 **Administrative Fee.** NCTCOG will utilize an administrative fee, in the form of a percent of cost that will apply to all contracts between awarded contractor and NCTCOG or participants resulting from this solicitation. The administrative fee will be remitted by the contractor to Civic Marketplace on a quarterly basis, along with required quarterly reporting. The remuneration fee for this program will be 2.5% on sales.

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

ARTICLE VI RELATIONSHIP BETWEEN THE PARTIES

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

ARTICLE VII REPRESENTATION AND WARRANTIES

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

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

ARTICLE VIII CONFIDENTIAL INFORMATION AND OWNERSHIP

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

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

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

ARTICLE IX GENERAL PROVISIONS

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

If to NCTCOG:	North Central Texas Council of Governments P.O. Box 5888 Arlington, TX 76005-5888 Attn: Purchasing Agent Phone Number: 817-704-5674 elittrell@nctcog.org
---------------	---

If to Contractor:

Guidehouse Inc.

Attn: SLG Contracts

1676 International Drive, Ste 800

McLean, TX 22102

Phone: (781) 270-8399

Email: slgcontracts@guidehouse.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.

Guidehouse Inc.

North Central Texas Council of Governments



05/16/2025

SignatureDate

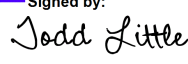
Erin Hutchins

Printed Name

Partner, State and Local Government

Title

Signed by:



6/1/2025

SignatureDate

Todd Little

Executive Director

APPENDIX A
Statement of Work

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

5.0 Technical Proposal

Every organization is at a unique stage in their AI journey, requiring a partner that not only plans and implements AI effectively but also understands the distinct needs and approaches of each organization. As highlighted in the preceding section, our AI experience spans a wide range of clients of various types and sizes.

Below is a graphic illustrating our high-level approach to AI workstreams. Beginning in Section 5.2, we walk through each AI workstream in detail. We will tailor our approach to meet individual client needs, ensuring optimal outcomes and seamless AI integration.

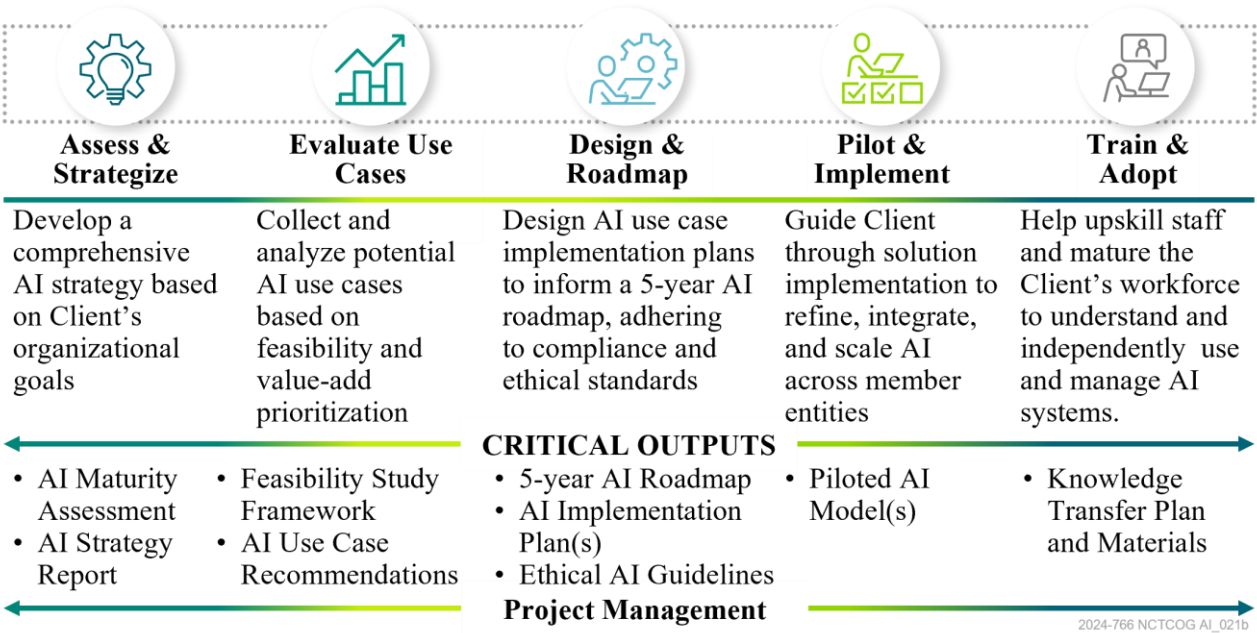


Figure 2. Guidehouse High Level Approach to AI Workstreams

5.1 Initiate the Project and Establish Governance

Once we begin a project, whether it focuses on end-to-end AI strategy and implementation or a single workstream (as defined in Figure 2), we always begin with establishing project planning and governance. Immediately following contract execution, we will coordinate with the organization to initiate the project, confirming relevant stakeholders, project approach, schedule, and other foundational activities. From the outset we prioritize establishing effective and clear lines of communications.

Conduct Project Kickoff and Objective Consensus: We will introduce the project team and their roles, review our approach, tasks, and timeline, and address any risks or issues. Following our project management standards (Section 5.7), we will work with client leadership to align objectives and share AI insights to enhance data value and support staff and residents.

Develop Project Plan: We will incorporate feedback from the kickoff meeting and deliver the project plan within 30 days of the Effective Date. This plan will include an organizational chart, a breakdown of tasks, timeline, and resources. Regular project status meetings with the executive team will be scheduled, with monthly meetings recommended to align and validate progress, depending on feedback and availability.

Discovery and Artifact Collection: We will engage with clients at their specific AI development stages. Our process includes interviews and workshops with key stakeholders to gather data and documents, defining key deliverables for the client's AI development objectives. These meetings help us evaluate the maturity of project inputs and establish necessary deliverables to support long-term goals.

Establish Key Participant Groups: We will first identify any existing AI groups within the organization and coordinate with project leadership to utilize existing groups or create groups as needed. Based on the scope and

size of the organization, we typically establish one or more key stakeholder groups identified in the table below, but this is contingent on specific project and client needs.

Table 1. Potential Groups to Enable Client Participation

Key Groups	Size	Key Characteristics
AI Executive Committee	3-15	<ul style="list-style-type: none">• Individuals who will provide guidance and final decisions on work products• Authority to develop and execute an organizational vision for AI
AI Cross-Entity Working Group	5-80	Knowledgeable about business, technology, people, and AI needs

As appropriate for Texas clients, we will engage with the Texas Artificial Intelligence Advisory Council, Texas AI Center of Excellence, and AI User Group. For non-Texas clients, we will identify other key groups.

Integrate with Client’s Governance Structure and Establish Stakeholder Engagement: We align with the Client’s values through active listening and engagement to shape AI-related deliverables. Our team integrates with the Client’s governance structure for effective communication. This includes:

- **Governance Integration:** Engage with governance bodies to understand decision-making and reporting.
- **Stakeholder Engagement Register:** Capture essential stakeholder details for engagement and outreach.
- **Stakeholder Engagement:** Maintain relationships with stakeholders, actively engaging and communicating.
- **Collaboration Cadence:** Establish touchpoints, (e.g., weekly updates and monthly leadership meetings).

Establish Compliance Framework: We believe AI systems should be ethical, responsible, and beneficial. Compliance with regulations is essential for proper governance. We will work with IT stakeholders to create a sustainable compliance framework, including:

- **Documentation of Policies:** Aggregate requirements from local, federal, and internal documents.
- **Risk Assessment Tool:** Develop a tool to assess and monitor risks, classifying them as high, medium, or low.
- **Control Implementation:** Establish safeguards to address potential risks (e.g., data encryption).
- **Monitoring and Auditing:** Document the process for continuous compliance monitoring.
- **Incident Reporting:** Establish procedures for reporting and investigating compliance risks and violations.
- **Training:** Develop training documentation for staff awareness and compliance.

5.2 AI Strategy Development (SOW 5.2.1)

An AI Strategy should serve as a strategic blueprint to guide an organization in growing their AI adoption to enterprise scale and fully capitalizing on AI’s unique opportunities to deliver value, while managing risks of AI that otherwise inhibit adoption (e.g., ethical concerns, data, privacy, and risks). By aligning on an AI Strategy, the organization can achieve managed risk, smart investments, optimized data, consistent collaboration, and the organizational and workforce capacities needed to attain the desired future-state for AI.

Table 2. AI Strategy Information

Key Information for AI Strategy	
Key Tasks <ul style="list-style-type: none">• Identify AI use cases and client pain points, existing processes, challenges, and value• Conduct an AI Needs and Readiness Assessment to identify current capabilities and gaps to future state• Develop an AI Strategy to guide AI integration while addressing critical AI readiness gaps	Key Task Inputs <ul style="list-style-type: none">• Information from client facilitated sessions, interviews, surveys, and artifacts Key Anticipated Outputs <ul style="list-style-type: none">• AI Use Case Submission Form• Use Case Log• AI Needs and Readiness Assessment• AI Strategy Report
Objectives Supported MSA Sections 5.1.A, 5.1.C, 5.1.D, 5.1I	
Guidehouse Differentiators: Our proprietary AI Needs and Readiness Assessment delivers a customizable assessment that can begin as soon as the engagement starts. Additionally, as leaders in AI strategy, refined through our direct experience helping similar clients, we have expertise to build AI strategic plans that transform data, analytics, culture, and capabilities.	

5.2.1 Collaborate with individual departments to identify AI use cases and associated challenges

We will engage diverse stakeholders with high visibility into business operations, strategic goals, and pain points through two methods:

- 1) Facilitated Sessions:** Conduct sessions with departments and cross-functional groups to gather use case ideas, understand pain points, goals, existing processes, challenges, and the added value of leveraging AI. During each session, we will validate our understanding of the pain point that is trying to be resolved.
- 2) Use Case Submission Form:** Create an online form to capture stakeholder ideas effectively and consistently. We will review existing use cases and bring new ideas based on our experiences with other public sector agencies and markets. These will be shared with project leadership and any identified AI teams for review, and selected use cases will be entered into the AI Use Case Log for further development, as further described in section 5.3.5

5.2.2 Conduct a comprehensive needs assessment

After identifying AI use cases, we will assess needs to understand AI goals, identify gaps, and recommend steps to achieve desired outcomes. Using our **AI Needs and Readiness Assessment Framework** (Error! Reference source not found.), which was featured at the [2024 globally attended CDOIQ Symposium](#), we will evaluate the client's current capabilities in governance, data, skills, processes, and technology. This framework has been successfully used with other public sector entities to determine readiness for AI initiatives, such as the State of North Dakota and Cook County, IL.

Prior to initiating the assessment, we will refine to align with the client’s needs. Our framework provides the structure and tools to analyze the critical dimensions within an organization that have a direct impact on how AI performs and integrates in the organization. The framework covers the seven key dimensions covered in **Table 3**.

Table 3. AI Needs and Readiness Assessment Dimensions

Dimension	Description
Strategy and Goals	Understand business goals, pain points, and needs. Assess how well the client develops and aligns historically around clear, thorough, executable, and funded strategies and plans.
AI Use Cases	Evaluate the framework for managing use cases, including criteria for identification and prioritization. Consideration and usage of human-centered design best practices and the organization’s design methodology will be utilized.
Governance	Assess if governance structures, policies, and processes are in place to oversee AI initiatives and manage other technology projects and the historic ability to govern other technology initiatives. Governance will include risk, privacy, and ethical considerations.
Data Management	Assess the maturity of data capabilities, including data governance, management, data availability, data quality, and data operations for AI applications.
Technology and Operations	Assess the infrastructure, tools, and processes needed to support AI solutions, including platforms, services, security, and cloud capabilities. Address cybersecurity and technical risk management within this scope.
Talent	Assess the necessary workforce capacity (i.e., knowledge, skills) to perform AI-related tasks and the investment in talent acquisition and retention.
Culture	Assess the workforce’s AI mindset and habits, and the organizational capabilities necessary to cultivate workforce mindset and habits (e.g., performance management, change management).

AI Needs and Readiness Assessment Steps

We will conduct the assessment in three phases. Phase 1 includes refining materials and creating a stakeholder engagement plan. In Phase 2, we deploy the assessment survey and interview key stakeholders. In Phase 3, we analyze results, develop recommendations, and prepare an executive presentation. The process will be fine-tuned based on project leadership guidance to fully meet the client’s needs and engage the right stakeholders.

In addition to understanding AI goals and needs, our proven AI Needs and Readiness Assessment goes the extra step to provide recommendations for achieving the desired goal state and leveraging AI to achieve value. AI readiness is complex and is contingent on many other factors (e.g., data, technology, people, and governance capabilities). The assessment breaks down and addresses these complexities by examining existing documents and artifacts and actively engaging stakeholders every step of the way. It cannot be assumed that technology

infrastructures and/or people are inherently ready for the adoption of AI applications. The AI Needs and Readiness Assessment establishes a common understanding across the organization on the current state while identifying the largest gaps to close.

5.2.3 Develop AI Strategy Aligned with Organization’s Strategic Plan and Vision

Mindful strategic planning and investment are required to truly leverage AI to its greatest potential. We will support the client with developing an AI Strategy, creating a plan that integrates AI into the organization's objectives and operations, aligning with the existing strategic plan and vision, and addressing AI readiness gaps and training needs. Key components include:

- **Vision and Mission:** Articulate the future-state position for AI and how AI will support business objectives;
- **Guiding Principles:** Guiding principles will serve as motivational guidelines for any AI-related activities taking place within the organization. These principles will align AI strategy with business strategy, include acceptable AI use cases, and center human beings;
- **Goals and Objectives:** Major near-term priorities that support the long-term AI vision, serving as measurable targets for the AI Strategy; and
- **Responsible AI Practices:** Key practices that guide the development, deployment, and maintenance of AI products, managing risks. Examples include developing an ethical charter for AI activities, detailed model cards for AI systems, and legal compliance reports for AI systems.

AI Strategy Steps

As leaders in AI strategy, we have collaborated with numerous organizations like the DOJ, State of North Dakota, and Cook County to create transformative AI strategic plans. Each AI strategy is customized, leveraging our industry expertise while considering the organization’s unique current state, future needs, strategic priorities, funding, and culture. Our approach adheres to three key success factors for developing a successful AI strategy:

Stakeholder Engagement: Engaging stakeholders in the strategy development process enhances quality and secures buy-in for future AI initiatives.

Business Enablement: The AI strategy should align with business needs, using insights from AI Needs and Readiness Assessment and stakeholder conversations to highlight how AI can improve operations.

Leadership Commitment: Leadership support is crucial for AI strategy implementation. Engaging leaders during development promotes consensus and top-down support for AI priorities.

5.3 Feasibility Study and Use Case Identification (SOW 5.2.2)

Identifying use cases and assessing feasibility and value are essential for effective project planning. Through this foundational work, organizations can navigate the complexities of development with greater clarity and confidence, ultimately leading to more successful and impactful outcomes. We have extensive experience helping organizations identify and assess use cases, bringing our best practices and honed accelerators to each client.

Table 4. Feasibility Study and Use Case Information

Key Information for Feasibility Study and Use Case Identification	
Key Tasks <ul style="list-style-type: none">• Develop a strong Risk and Prioritization Model to rank use cases based on agreed-upon criteria.• Analyze and score AI use cases using the Risk and Prioritization Model.• Review outputs of the Risk and Prioritization Model and finalize a prioritized list of use cases.	Key Task Inputs <ul style="list-style-type: none">• AI Needs and Readiness Assessment findings• AI Use Case Log Key Anticipated Outputs <ul style="list-style-type: none">• Tailored AI Risk and Prioritization Model• Prioritized AI Use Cases• Feasibility Study with AI Use Case Recommendations in an AI Use Case Log
Objectives Supported MSA Sections 5.1.B. and 5.1.G	
Guidehouse Differentiators: Our proprietary Risk and Prioritization Model provides a tailored, methodical process to best prioritize AI use cases and ensure they deliver sufficient value to the organization, are feasible, and have acceptable levels of risk. Additionally, our AI and technology experts are experienced in helping organizations identify and prioritize AI use cases given our team’s deep industry knowledge of AI systems as well as governance over AI use cases prior to development and managing the associated backlog.	

5.3.1 Identify Potential AI Use Cases, Analyze Their Feasibility, and Assess Value

We will collaborate with the client to identify, assess, and prioritize AI use cases. Our approach includes three steps, outlined below.

Step 1: Identify Use Cases. Identifying and analyzing AI use cases requires organizations to pinpoint improvement areas and explore how AI can enhance operations and reduce workload. As described in Section 5.2.1, we will gather AI use cases via both facilitated sessions and the AI Use Case Form.

Step 2: Refine the AI Risk and Prioritization Model. While AI use cases are being identified, we can simultaneously collaborate with the client to refine the AI Risk and Prioritization Model that is used to evaluate each use case.

Demonstrate our AI Risk and Prioritization Model: We will provide an overview of the AI Use Case Risk and Prioritization Model, evaluating use cases based on value, feasibility, and risk. Our model comes packaged with many components, and can be used as-is or tailored to meet an organization’s needs and preferences; it includes:

- Dimensions (i.e., value, feasibility, and risk) to understand use case feasibility and impact
- Criteria for assessing each dimension
- Questions for collecting criteria and dimension information
- Scoring methodology to help transition qualitative information to quantitative data
- Weights for criteria that can be applied to calculations for final scoring

Review the Client’s Current Assessment Process: We will gather, review, and assess relevant current state processes regarding AI use case metadata collection and use case review. If no documentation exists, we will continue to the second step in this approach.

Conduct Series of Workshops to Refine the AI Risk and Prioritization Model: We recommend conducting workshops with leadership and stakeholders to refine the AI Risk and Prioritization Model, tailoring it to the client’s needs. Workshops refine the risk/priority model and cultivate leadership buy-in. During the sessions, we:

- Validate current use case review process;
- Share and review the risk/priority model scoring questions;
- Refine the model's decision criteria, weightings, and scoring;
- Test AI use cases to adjust the review process for optimal speed and evaluation;
- Finalize the risk/priority model; and
- Discuss necessary tools, such as a Use Case Submission Form

Once the AI Risk and Prioritization Model has been agreed upon by workshop participants, we will send it to the Project Leadership and other relevant leaders for any feedback and final approval.

Step 3: Analyze and Measure Feasibility, Value, and Risk. The Feasibility Study begins with the evaluation and prioritization of use cases using agreed-upon criteria which are vital to support AI initiatives that align with strategic objectives and demonstrate value. We will use the AI Risk and Prioritization Model to evaluate each use case with the client's input. Our collaboration with business and technology leaders will help establish criteria such as compliance, cost savings, feasibility, and risk of bias. We will identify high-priority risks based on these assessments. The output will be an AI Use Case Log with value, feasibility, and risk scores. We will review and validate all use cases and scores with the client to finalize the AI Use Case Log and begin prioritization. We will collaborate to classify and analyze trends in the AI Use Case Log, grouping use cases into categories, such as:

- AI techniques (Machine Learning, LLM, Classification)
- Business functions (Enterprise, scalability)
- Stakeholders impacted by the AI use case
- Observed or expected impacts (High, Medium, Low)
- Alignment with organizational priorities and roadmaps

County-wide AI Strategy- AI Use Case Scoping
We instituted a customized risk and priority assessment model for a large Midwest urban county government where our team led sponsor outreach for the discovery phase and helped refine their AI use case backlog, organizing requests, providing a standardized approach to use case reviews. This was further supported by an AI use case evaluation framework and intake application that operationalized and scaled stakeholder engagement and planning.

5.3.2 Document Compliance Requirements (External and Internal)

We are well-versed in AI governance; our team of experts are familiar with all federal and Texas state laws surrounding data privacy, AI, and pending legislation that could impact technical operations at the organization. Using the Compliance Framework referenced in Section 5.1, we will ensure that all compliance requirements are documented and included in the AI Risk and Prioritization Model.

We will leverage the Compliance Framework to help us better analyze risks associated with AI use cases. By documenting internal and external policies, we can identify use cases that pose significant compliance risks. Collaborating with the client, we will ensure adherence to all relevant policies and compare compliance requirements to comprehensively assess risk and feasibility.

5.3.3 Provide Detailed Pros, Cons, and Risk-Benefit Analysis for Each Use Case

The Feasibility Study culminates in the creation of a detailed analysis of pros, cons, and risk-benefits for each use case which is vital for prioritization and decision-making. After scoring use cases with the AI Risk and Prioritization Model, we can summarize findings in slides, providing a snapshot of value, feasibility, and risk for reviewers and leadership. Additional information on pro, cons, and risk-benefits includes:

- **Pro:** A pro will reflect a positive benefit of the use case, whether technological, financial, or operational
- **Con:** A con will reflect a negative effect of the use case, whether quantitative or qualitative.
- **Risk-Benefit:** A risk-benefit analysis will illuminate the risk level and determine its acceptability

When developing this analysis, we will produce findings relevant to organizational priorities using the Risk/Priority model. The pros, cons, and risk-benefit analysis will help inform prioritization and ensure reviewers can accurately determine the use case's priority level.

5.3.4 Ensure Feasibility Study Includes Considerations Related to Data Strategy

As a part of the Feasibility Study, we will consider the level of effort and investment needed to enable data for each use case. We will consider data uptime, reliability, collection, storage, quality, standardization, accessibility, DataOps, monitoring, logging, governance, cataloging, privacy, security, and lifecycle policies.

5.3.5 Prioritize Use Cases Based on Impact and Ease of Deployment

Based on the results of the Feasibility Study and client priorities, we will provide a list of **AI Use Case Recommendations**. The output from this step is an AI Use Case Log with use cases prioritized based on their value, feasibility, and risk scores. We will deliver a groomed list of AI Use Cases identified along with each use case's prioritization level. The prioritized list of use cases will give the organization a clear, actionable path to determine which use cases to pursue and sequence on the roadmap.

5.4 AI Solution Design and Roadmap (SOW 5.2.3)

AI solution design, roadmap, and implementation plan are crucial elements in ensuring the successful execution and integration of AI technologies within an organization. A well-structured AI solution design provides a clear framework for addressing specific business needs, identifying potential challenges, and delineating the technological requirements necessary for development. Meanwhile, an AI roadmap and implementation plan serve as strategic guides, outlining the various stages of AI adoption, from initial experimentation to full-scale deployment, ensuring that resources are effectively allocated, and milestones are met in a timely manner. Together, these tools not only enhance the efficiency and scalability of AI projects but also foster innovation and competitive advantage by aligning AI initiatives with the organization's long-term objectives.

Table 5. AI Solution Design and Roadmap

Key Information for AI Solution Design and Roadmap	
Key Tasks <ul style="list-style-type: none">• Develop detailed design concepts for prioritized use cases to better understand technology needs and capabilities.• Develop a comprehensive roadmap outlining requirements, milestones, timelines, and implementation planning.• Using concept designs, perform a cost analysis of use cases to understand the total cost of ownership.• Create an AI Implementation Plan and Pilot Implementation Plan based on the roadmap.	Key Task Inputs <ul style="list-style-type: none">• AI Needs and Readiness Assessment• AI Strategy• Feasibility Study and AI Use Case Recommendations Key Anticipated Outputs <ul style="list-style-type: none">• Conceptual design of AI models, frameworks and tools• 5-Year AI Roadmap• Detailed AI Implementation Plan

Key Information for AI Solution Design and Roadmap	
<ul style="list-style-type: none"> Formulate a set of AI ethics guidelines to help the client monitor and align to internal and external regulations. 	<ul style="list-style-type: none"> Cost Analysis Report Detailed Ethical Guidelines Documentation and Measures
Objectives Supported: MSA Sections 5.1.B. and 5.1.G	
Guidehouse Differentiators: Our AI experts, with significant years of experience, help clients design scalable AI solutions and provide accurate cost estimates. Our AI compliance framework, created by our AI technology professionals, quickly establishes best practices in AI ethics, adapting as AI evolves.	

5.4.1 Research and Document External and Internal Compliance Requirements

We will research both internal and external compliance requirements and based on findings include internal and external policies in our Compliance Framework (Section 5.1) to ensure all relevant AI-related procedures, ethical standards, and priorities are documented. We will:

- Research internal and external regulations and standards
- Consult with regulatory bodies and legal advisors as appropriate
- Document applicable laws, regulations, and standards

Additionally, we will provide the client with a concise summary of all rules and regulations affecting their AI development.

5.4.2 Design Appropriate AI Models, Frameworks, or Tools for Selected Use Cases

Our AI and technology SMEs will use information from the AI Use Case Log and the Feasibility Study to develop preliminary design of AI models, frameworks, and tools that are required to support prioritized use cases, infrastructure, and operations. While these components can be preliminarily designed, it is important to note that final design and implementation of AI models, frameworks, and tools is enabled through the AI Roadmap (Section 5.4.3) and AI Implementation Plan (5.4.4).

Our AI experts have experience designing AI solutions, pinpointing specific modeling techniques, frameworks, and supporting technology that will give the client a blueprint for what data and technology is needed and how these components all work together. We will leverage and further build upon the AI Compliance Framework discussed in Section 5.1. We will assess all requirements brought forth by the client related to the use cases (e.g., desired outcomes, expected impacts, problem statements, data requirements) to produce efficient technology stack recommendations that align with the client's goals and can scale across the organization. Additionally, we will consider modeling techniques and necessary technology, such as robotic process automation (RPA), NoSQL databases, APIs, or cloud services. After developing design concepts, we will identify trends to explore shared service models and reduce development efforts.

5.4.3 Provide A Comprehensive 5-Year Roadmap and AI Implementation Plan

The creation of a roadmap outlines the plan to transition from the current to the desired state, prioritizing capabilities in governance, data access, AI skills, processes, technology, and infrastructure needed for AI initiatives. The roadmap will sequence AI use cases and projects that build foundational AI capabilities for the client and stakeholders. These may include infrastructure, technology for AI use cases, data management, AI model development, training, change management, and ethics. We will document the duration and complexity of roadmap components, project dependencies, and key support roles, serving as a foundation for detailed work plans. As priorities shift and technology evolves, the roadmap will need updates and socialization. Our approach will ensure an actionable AI roadmap for the client.

Step 1: Determine Roadmap Components. Prior to developing the roadmap components, we will consult with leadership to establish the desired timeframe and scoping expectations (e.g., budget availability to implement AI initiatives). During this initial step, we will work with the client's stakeholders to review and select roadmap initiatives, software investments, and AI activities for the AI Roadmap. We will:

- Leverage the AI Strategy including the AI vision, mission, and guiding principles to inform roadmap contents.
- Review the gaps identified in the AI Needs and Readiness Assessment, as well as requirements from the prioritized use cases, to determine additional foundational infrastructure and data management capabilities needed to support overarching AI goals and use cases.
- Incorporate information from the preliminary design of AI models, frameworks, and tools.

- Develop a list of agreed-upon AI initiatives to establish AI governance, enable technology and infrastructure, implement prioritized use cases, enable data that is fit for purpose, and build AI skill sets.

Step 2: Conduct Prioritization and Dependency Analysis. During this step, we will collaborate with the client to prioritize AI Roadmap activities and understand dependencies. Priorities identified in the AI Needs and Readiness Assessment and AI Strategy must be considered alongside factors impacting feasibility. Our dependency analysis will include:

- **Task Sequencing:** Certain tasks must be completed in a specific order due to logical or technical constraints. For instance, you cannot test a product feature before it is developed.
- **Resource Availability:** Projects often depend on the availability of critical resources, such as specialized personnel, equipment, or budget. If these resources are allocated to other projects, dependencies arise.
- **Interdependent Teams:** Collaboration between different teams can create dependencies.
- **External Factors:** Dependencies can also result from external factors such as regulatory approvals, market conditions, or vendor deliveries. These elements can significantly impact the project timeline.
- **Milestone Synchronization:** Aligning project milestones with those of other initiatives within the organization ensures that all parts move cohesively towards the overall business objectives.
- **Risk Management:** Identifying and managing risks often leads to the creation of dependencies. Contingency plans may need certain conditions to be met before proceeding.

Step 3: Sequence Roadmap Components and Develop Metrics. Following prioritization, we will sequence AI use cases, initiatives, and projects on the roadmap to ensure organized progress, reducing freelancing in AI efforts. We will identify quick wins and critical business priorities, planning pilots and deployments across the enterprise. Executive sponsorship will be sought to promote projects and foster innovation and trust among employees, ensuring alignment with organizational priorities.

We will develop metrics to measure the success of AI initiatives by understanding strategy and use case needs. We will draft metrics with recommended data sources in Microsoft Excel and refine through stakeholder conversations. Key questions include: Is the metric helpful for oversight; Are there existing data sources for automation; and can manual maintenance be done until automation is set up? Example metrics include AI deployment alignment, actual versus planned hours, adoption percentage, and user satisfaction scores. Key performance indicators (KPIs) will provide concrete, quantitative goals to measure success, gauge project outcomes, and identify focus areas for the client.

Step 4: Validate, Refine, and Finalize Roadmap. After sequencing the roadmap, we will conduct facilitated sessions with stakeholders to review and refine the AI Roadmap. We will collaborate with project leadership to prioritize feedback, leverage active stakeholders, and align timelines, dependencies, and resource constraints. AI subject matter experts will validate support roles to ensure alignment with technical requirements. For parts of the roadmap heavily dependent on specific agencies, we will schedule additional workshops to align with their resources before finalizing the roadmap. These workshops are essential to ensure the roadmap is feasible, within budget and timeline constraints, and free of conflicts. We will then support final approvals and complete the roadmap.

5.4.4 Develop a Detailed AI Implementation Plan

In conjunction with the 5-year AI Roadmap, we will develop an AI Implementation Plan to help guide execution of the roadmap. The purpose of an AI Implementation Plan is to provide a structured framework that guides the deployment of AI technologies within an organization. It outlines the strategic objectives, identifies the necessary resources, and establishes the processes and protocols required for successful implementation. By clearly delineating each step, from initial assessment to full-scale deployment, the plan ensures that AI projects are aligned with the organization's goals, risks are mitigated, and the potential for innovation and efficiency is maximized. This systematic approach not only facilitates smooth integration but also fosters a culture of continuous improvement and learning, enabling the organization to adapt and thrive in a rapidly evolving technological landscape. Our AI Implementation Plan will include necessary information, processes, and protocols for ongoing AI implementations and will include:

- **Data Collection and Preparation:** Gather, clean, normalize, and ensure data quality to provide a solid foundation for AI models.

- **Select Appropriate AI Technologies:** Choose suitable AI algorithms, tools, and platforms that align with objectives and available data.
- **Develop and Train AI Models:** Build and train AI models, iteratively testing and refining them to enhance accuracy and performance.
- **Integration and Testing:** Integrate the AI solution with existing systems and conduct thorough testing to resolve technical issues.
- **Deployment and Monitoring:** Deploy the AI pilot in a controlled environment, monitor its performance, and make necessary adjustments.
- **Evaluation and Iteration:** Evaluate the outcomes based on success criteria, gather stakeholder feedback, and iterate on the solution.
- **Scalability Planning:** Plan for scaling the AI solution across the organization, identifying additional use cases and preparing for adoption.
- **Change Management:** Plan for implementing changes throughout the organization, with a focus on communications and education.

Since the AI landscape and new advancements continue to evolve, the AI Implementation Plan should be periodically reviewed and revised to take advantage of best practices and AI innovations.

5.4.5 Provide Comprehensive Cost Analysis for Proposed Solutions

We understand that all organizations want to make strategic investments that deliver value. After creating tailored designs and understanding technical specifications for the client's selected use cases, we will assess gaps in technology and procurement vehicles that the client currently maintains, conduct market research to pinpoint specific technology solutions, and perform a cost analysis on procuring new technology as well as expanding currently maintained technology to support AI workloads and use cases.

Assessing Gaps in Technology and Procurement Vehicles. After designing use cases, we will research the client's current IT ecosystem to find products or procurement vehicles that support the proposed AI solutions. This aims to reduce negotiation and procurement time, offering potential cost-savings. We will examine current databases, cloud environments, big data technologies, and other essential networking and security technologies.

We will also examine the organization's human capacity to support new AI use cases by assessing both technical and non-technical staff. This ensures the client has the necessary internal or external expertise for technology management and project facilitation. All findings will be documented in the Cost Analysis Report.

Conduct Market Research. Once we know which technologies can and cannot support AI workloads in the client's environment, we will research and recommend technology to bridge these gaps. Our recommendations for new technology will be based on how many business and technical requirements the new technology meets, how the price deviates from market value of similar technology offerings, and the trustworthiness and credibility of the vendor or original equipment manufacturer (OEM) to provide a safe, secure, and compliant product or service. We will document all technology recommendations and supporting rationale in the Cost Analysis Report deliverable.

Cost Analysis of New or Current Technology. Next, we will calculate the total investment needed for new and existing technologies, including:

- Software costs, such as purchasing, licensing, implementation, and data migration costs, as well as any potential disruptions.
- Human Capital costs, such as staff cost for any AI development and monitoring, as well as training costs and potential hiring or contracting of new resources.
- Infrastructure costs, including scaling requirements and anticipated usage levels, including storage, high-availability, backup, disaster recovery, and compute costs.

We will also outline anticipated cost-savings, revenue increases, and other returns on investment. Lastly, we will evaluate the cost efficiency of current technologies in supporting new workloads. We will provide calculated estimates for the total cost of ownership for new or existing technology products to support selected use cases throughout their lifecycle to account for ongoing maintenance and updates. The Cost Analysis Report deliverable will help inform roadmap initiatives, such as training, hiring, or establishing new infrastructure, and give the

client the information necessary to make crucial budgetary decisions related to how they implement and operationalize AI use cases in their environment.

5.4.6 Ensure AI Solutions Align with Ethical Guidelines and Public Sector Regulations

We will develop detailed documentation on ethical AI guidelines. We will leverage the Compliance Framework discussed in Section 5.1 and Guidehouse’s AI Governance Framework, which was crafted by our team of AI and technology experts and includes ethical work products for teams and AI models and takes into consideration the NIST Trustworthy and Responsible AI, EU’s Ethical Guidelines for Trustworthy AI, and the Government Accountability Office’s AI Accountability Framework. We will specifically tailor this list to the client’s strategic priorities and concerns to meet critical requirements and can develop AI systems responsibly and ethically.

We believe that the best way to ensure alignment to specific guidelines with AI systems is to maintain documentation where the client can clearly pinpoint areas of risk, noncompliance, and other concerns throughout development and the lifecycle of an AI system. To help audit AI systems for compliance and alignment, we will develop a list of recommended actions to help measure and ensure AI solutions align with ethical guidelines and regulations. The list of recommended actions is dynamic and will help the client stay updated with new developments in the world of AI.

Error! Reference source not found. lists potential ethical planning considerations from **our AI governance framework**. We can also use AI technology to monitor ethical concerns with tools like Immuta, AI Fairness 360, and AI Explainability 360 to automate governance practices. These guidelines will form the AI ethics guidelines deliverable.

Table 6. Sample List of Ethical Considerations and Supporting Documentation

Ethical Guideline or Requirement	Potential Work Products/Documentation
Complying with relevant laws and regulations	<ul style="list-style-type: none">• A legal compliance checklist or report for each AI system, demonstrating compliance with relevant laws and regulations.
Respecting data privacy and securely storing data	<ul style="list-style-type: none">• A template risk assessment report for each AI system, outlining potential security vulnerabilities and safety risks, along with mitigating measures.• A template Data Protection Impact Assessment (DPIA) for AI systems with personal data
Abstaining from negative social impact and biased outputs	<ul style="list-style-type: none">• A list of audit resources and a regular report showing bias testing results and any actions taken to address findings.• A template impact assessment report for each AI system, outlining potential economic and social effects and remediation steps.
Having understandable outputs	<ul style="list-style-type: none">• A detailed AI model card template or fact sheet for each AI system, demonstrating its capabilities, primary function, output data, performance metrics, training data, and potential limitations.
Maintaining validity, robustness, and reliability	<ul style="list-style-type: none">• A template testing report for each AI system that shows performance under a variety of conditions with actions to improve model performance (e.g., drift monitoring, outlier detection, adversarial testing).
Having clear lines of accountability	<ul style="list-style-type: none">• Responsible, Accountable, Consulted, Informed (RACI) matrices.• Defining roles and responsibilities for AI development and operation.

5.5 Pilot Testing and Implementation Support (SOW 5.2.4)

Following design and planning, we will support the client in refining, integrating, and scaling pilot AI solutions. This includes controlled testing, risk mitigation, and validation of ethical and legal standards. By implementing pilot AI solutions, collaborating with stakeholders, and providing post-implementation support, we promote

effective integration and scalability. Our goal is to maximize AI investment returns, enhance efficiency, and foster innovation. The AI implementation lifecycle is outlined in **Figure 3** below.



Figure 3. Pilot Discovery and Development Process

Table 7 lists key activities for pilot testing and implementation. Leveraging Guidehouse differentiators and a well-executed plan, we can provide an exceptional Pilot Implementation Plan deliverable.

Table 7. Pilot Testing and Implementation Support

Key Information for Pilot Testing and Implementation Support	
Key Tasks <ul style="list-style-type: none">Conduct exploratory data analysis and data preparationConduct solution development and testingDevelop performance measuresImplement solution scaling, optimization, and integration planning	Key Task Inputs <ul style="list-style-type: none">AI RoadmapConceptual design of use casesAI Implementation Plan Key Anticipated Outputs <ul style="list-style-type: none">Pilot Implementation PlanWorking pilot solution
Objectives Supported: MSA Sections 5.1.E, 5.1.H	
Guidehouse Differentiators: We have experience across diverse domains, including data analytics, machine learning, and business intelligence, uniquely positions us to deliver a comprehensive AI pilot program and seamlessly scale it to full production.	

5.5.1 Guide Organization Through Implementation of Pilot AI Solutions

While moving from an idea to a pilot implementation can be challenging, we have the requisite experience and skills to make this process as seamless as possible. We will build on the 5-Year AI Roadmap and Pilot Implementation Plan to guide the client in implementing pilot AI solutions.

Pilot Alignment Phase. We will lay the foundation by articulating the project's anticipated outcomes, integrating these goals with existing strategic goals, business processes, and pinpointing the most informative data sources. At this stage, we also conduct an impact analysis to assess the alignment of the anticipated impact of the AI solution on the organization’s goals. We engage in a rigorous evaluation of the project's feasibility and its potential to drive value, setting precise metrics and allocating the necessary resources to enable success.

Pilot Ideation Phase: We will generate ideas and conceptualize solutions for the pilot solution. Initial exploratory data analysis and solution design sessions are key activities in this phase.

Pilot Planning Phase. During the pilot planning phase, we will develop a Pilot Implementation Plan. The purpose of a Pilot Implementation Plan is to serve as a preliminary framework guiding the deployment of new technologies or processes within an organization on a smaller scale before a full-scale implementation. It aims to test the feasibility, functionality, and impact of the proposed solution, identify potential risks and challenges, gather initial feedback, and make necessary adjustments. This approach allows us to address issues early, and it provides valuable insights and data to refine the overall strategy, thereby increasing the likelihood of success and minimizing disruptions during wider adoption. The plan will include guidance on how to capture and utilize the following:

- Purpose and Scope:** Capture the purpose, objectives, and scope of the pilot.
- Project Details:** Capture the project description, key stakeholders, and expected outcomes.
- Feasibility Study:** Evaluate and document feasibility, including technical, operational, and financial feasibility.
- Risk Assessment:** Evaluate and document identified risks and mitigation strategies.

- **Implementation Plan:** Document the timeline and key milestones, resource allocation, and roles and responsibilities.
- **Testing and Evaluation:** Document the testing methodologies, evaluation criteria, feedback collection.
- **Initial Feedback and Adjustments:** Gather feedback, analyze results, and make adjustments.
- **Reporting:** Document and share progress and final reports.
- **Conclusion:** Capture pilot findings and recommendations for next steps.

Pilot Discovery Phase. We will collaboratively work with the client to set forth clear objectives aligned with the business imperatives. We uncover problems and opportunities that can be solved with AI through stakeholder interviews and assess the availability and quality of the data needed to develop the solution.

Pilot Development Phase: We will develop the AI model and/or implement vendor solutions and then conduct testing and refinement. We enhance model performance by isolating the most impactful features from the vast pools of data at our disposal. In solution development, we select algorithms that promise the most potent results and subject our models to a disciplined training regimen. Error analysis is conducted with surgical precision, enabling us to fine-tune our models to peak performance. In addition, we are committed to meticulously collecting, securing, and preprocessing data, to ensure its readiness for the analytical rigor ahead. Labeling accuracy and the organization of data are paramount, as they set the stage for the sophisticated feature engineering and selection tasks that follow. For our deep learning endeavors, we embark on a neural architecture search to discover the optimal network configurations that will deliver on our ambitious performance metrics. At the conclusion of this phase, we have developed a working pilot solution.

5.5.2 Work with Stakeholders to Evaluate Pilots, Troubleshoot Issues, and Refine Solutions

Throughout the pilot implementation process, our team will work alongside your staff to evaluate the performance of each AI solution. We will lead periodic audits to verify compliance with governance policies and identify areas for improvement. We will employ a combination of quantitative and qualitative methods to assess the outcomes, providing detailed reports that highlight both successes and areas for improvement.

Pilot Validation Phase: Upon model maturation, we transition to validation, which is far from the end of our journey. This phase is intended to determine the effectiveness of the developed solutions and gather information for scaling. Here, our models undergo real-world trials, where their robustness is tested, and adaptability is honed. Based on the particular use case the pilot solution is supporting; we will identify and advise the client on testing strategies and protocols. Testing recommendations will include considerations around key risk areas and implementation questions that arise from stakeholder and planning discussions (e.g., model bias, ethical usage scenarios, legal standards, end-user abuse cautions). Our recommendations will account for upfront testing during development, initial release testing and monitoring, and continuous testing of AI models and technologies.

After deployment, it is important to continuously monitor the models, so they continue to produce as anticipated. The continuous monitoring guidance will involve biannual testing of the models with a comparison to initial benchmarks, expectations, and results. Documentation and steps to address the findings will be included in strategy and protocol recommendations.

We will monitor the solution's performance against established KPIs, including technical metrics like F1, Precision, Bilingual Evaluation Understudy (BLEU), and non-technical metrics such as Latency and Resource Usage. Specifically, for generative AI-powered solutions, we will conduct Red Teaming efforts to assess the solution's boundaries and limitations. All findings will be meticulously documented and regularly communicated with stakeholders. Additionally, we will collect feedback from pilot test users through surveys, interviews, and by analyzing usage analytics data.

Lastly, we will incorporate automated AI testing strategies into its recommendations to allow the client to plan how to best identify error and potential bottlenecks with a future AI product. Advantages of AI automated testing include enhanced accuracy, savings in time and money, greater test coverage, enhanced defect tracing, and improved regression tests. These tools may include:

- **AI analysis tools:** Analyze historical data and test results to predict areas that are likely to fail. This helps quality assurance teams focus on high-risk areas.
- **AI-driven load testing tools:** Simulate thousands of users interacting with an application at once. This helps identify performance bottlenecks and scalability issues.

- **Natural Language Processing (NLP):** Allows testers to write test cases in plain language, which the AI-powered tools can then interpret and convert into executable scripts.

Throughout the lifecycle, we will embed the principle of Data-Centric AI. We recognize that data is not a static entity but a dynamic one that requires continuous refinement to propel model performance forward. Similarly, MLOps is an integral part of our philosophy, reflecting our commitment to sustaining high-quality data throughout the project's lifespan. Our approach is iterative by design, as we embrace the influx of new data to perpetually analyze, refine, and enhance our AI/ML systems. This iterative process is crucial for fine-tuning the AI solutions and ensuring they align with client goals and objectives. By maintaining open lines of communication with your team, we enable rapid prototyping techniques to progressively elaborate and refine solutions while maintaining the ability to course correct before over investing in the solution.

5.5.3 Offer Post-Implementation Support for System Integration and Scaling AI

During post-implementation, we will continue to support the integration of the AI solutions into the client environment and its member entities existing systems.

Pilot Scaling and Integration Phase. We understand that scaling AI across an organization can be challenging, and our team is equipped to provide the necessary guidance and technical assistance. We will support the client in gradually scaling AI initiatives, while verifying that governance structures are capable of handling increased complexity and volume as AI applications expand. This includes training staff, developing integration plans, and ensuring that the AI solutions are scalable and sustainable.

Our goal is to enable a seamless transition from pilot testing to full-scale implementation, thereby maximizing the return on your investment in AI. System integration for AI pilots can take on various levels of complexity based on the particular use case. We will leverage a systems integration framework that serves as an adaptable starting point for integrating and scaling AI solutions. By encapsulating planning, data management, technical integration, testing, documentation, and governance we have developed an effective and repeatable process. Our cross-functional team of experts will guide NCTCOG through the framework to include:

- **Adaptation of Existing Models:** Adaptation of the existing models to fit the operational environment. This may involve retraining the models with new data, adjusting parameters, and optimizing performance.
- **Integration with Legacy Systems:** This may require custom connectors or middleware to bridge compatibility gaps and ensure smooth data exchange through APIs.
- **Scalability Considerations:** Supporting increased data volumes and user loads as it is scaled across the member organizations may involve algorithm optimization, enhancing infrastructure, and implementing load balancing techniques.
- **Feedback Loop for Continuous Improvement:** Establish a feedback loop to continuously gather input from users and stakeholders. Use this feedback to make iterative improvements to the AI solution, ensuring it remains relevant and effective over time.
- **Regulatory Compliance:** Ensure that the AI solution and its integration comply with relevant regulations and industry standards. This includes data protection laws, cybersecurity standards, and ethical guidelines.
- **Governance Framework:** Establish a governance framework to oversee management and use of an AI solution, including defining roles/responsibilities, policies/procedures, and oversight mechanisms.

The strategic importance of pilot testing and implementation support cannot be overstated. By starting with pilot projects, your organization can mitigate risks and gain valuable insights into the practical applications of AI. This approach enables a controlled environment to test and refine solutions before a broader rollout. We are experienced in managing these processes such that your organization can leverage AI to enhance operational efficiency, improve decision-making, and foster innovation effectively. We are dedicated to helping the client achieve these outcomes through a structured and supportive approach to AI implementation.

5.6 Training, Adoption, and Capacity Building (SOW 5.2.5)

The importance of training and capacity building for AI cannot be overstated. As AI technology becomes increasingly integral to business operations, organizations must prioritize the development of a skilled and knowledgeable workforce. Through comprehensive training programs, capacity building initiatives, and a culture of continuous learning, organizations can harness the full potential of AI, drive innovation, and achieve sustainable growth. We bring robust experience in helping organizations achieve and sustain an AI learning culture and enable staff AI capacities.

Table 8. Training, Adoption, and Capacity Building

Key Information for Training, Adoption, and Capacity Building	
Key Tasks <ul style="list-style-type: none">• Establish periodic progress review meetings with prepared agendas• Identify advanced AI topics to address needs, arrange training sessions, and develop training materials• Identify and support the pilot testing and rollout, providing guidance and monitoring progress• Create a platform for collaboration, encourage participation, and organize meetups	Key Task Inputs <ul style="list-style-type: none">• AI Strategy• AI Roadmap and Implementation Plan• Documentation from AI pilots and projects Key Anticipated Outputs <ul style="list-style-type: none">• Communication and OCM Plan• Staff Training Session• Knowledge Transfer Plan and Materials• Final Project Report (project evaluation, outcomes, and recommendations for further integration)
Objectives Supported: MSA Sections 5.1.F	
Guidehouse Differentiators: We leverage ADKAR to enable successful and sustainable AI adoption. We offer tailored training programs with engaging materials and technical skill development. We have experience in AI system implementation and can provide a succinct OCM plan, ongoing support, and effective monitoring.	

5.6.1 Provide Training Sessions and Materials for Staff on AI Tools and Best Practices

After the AI planning and designs, we will assist clients in training, adoption, and capacity building. While AI offers exciting opportunities, it can be overwhelming for the workforce and stakeholders. Successful AI implementation requires a prepared and comfortable workforce. The best AI tools and use case solutions will fail if they are not supported and utilized by a workforce and culture that is comfortable and prepared for their responsible use and maintenance. Therefore, strong communications, engagement, and training are crucial for both technical and general government resources engaging with AI solutions.

Organizations often focus on upskilling AI developers and MLOps roles, but it is equally important to train the broader workforce. AI impacts client work environments, so training must help employees adapt to change and alleviate fears of job loss. Training should be accessible and gradual, allowing all employees to understand and excel with AI. Organizational success relies on proactive employee training and investment.

To enable successful implementation of AI, we utilize the structured ADKAR method, which stands for Awareness, Desire, Knowledge, Ability, and Reinforcement. First, we will create awareness among client stakeholders about the need for AI and its benefits. Next, we will foster a desire to support and participate in the change. We will then provide the necessary knowledge through training and resources to equip our teams with the skills required for AI integration. Following this, we will develop the ability to implement AI solutions effectively through hands-on experience and pilot projects. Finally, we will conduct reinforcement activities by monitoring progress, providing feedback, and celebrating successes to sustain the change. By following the ADKAR method, we can systematically and successfully integrate AI into our operations.

As AI becomes more ingrained in business operations, organization employees’ AI literacy competencies and skills will need to be developed throughout the organization. Continuous training and knowledge sharing is critical to build the necessary workforce knowledge, skills, and acumen required to successfully develop, deploy, and leverage AI across all levels of the client. We believe in taking a holistic approach to AI workforce training – enabling employees to take the training they need to bridge the gaps for their current and future jobs, become comfortable with AI tools in daily work, and think innovatively and responsibly to further leverage AI throughout the organization. Our training programs are based on the organization’s strategic goals and ensures that employees at all levels are equipped with the skills and knowledge they need to thrive in their evolving roles.

We understand everyone has busy schedules and training easily falls off an employee’s to-do list. Continuing to build awareness and momentum is critical to implementing workforce training and organizational transformation. As part of the Administrative Function for the AI training program, we will create a Communication and Change Management Plan. This plan provides guidance for continuing to build awareness and shift the workforce culture to one of training enthusiasts. For example, the plan could include regular notifications, congratulatory announcements, friendly competitions and rewards, and other engagement mechanisms.

As the Client matures with AI, we generally recommend reassessing training needs every year. With the speed of AI innovation, it may be necessary to re-assess some personas and training goals on a six-month basis. During

this piece of the training lifecycle, AI training program is assessed against Client goals and against the feedback obtained through the various evaluation methods listed above. Training gaps or potential changes are documented and prioritized by leadership. Based on the agreed-upon changes, the training program is updated.

5.6.2 Facilitate Workshops to Build Internal AI Capabilities and Foster a Culture of Innovation

By developing share-and-learn channels and formal learning groups, the client can encourage AI interest and foster capabilities among its employees. For example, share-and-learn channels, including an AI Community of Practice (CoP), a designated SharePoint site, and brown bags will provide employees with resources and a platform to ask questions and share knowledge. Training cohorts will allow employees to learn side-by-side, build stronger bonds, and contribute to longer-term knowledge sharing.

Training sessions will be delivered throughout the AI Assessment, AI Strategy, AI Maturity Plan, AI Support Model, and AI Roadmap components of Year 1 activities. In addition to the formal educational resources and training points, our delivery includes stakeholder engagement that concentrates on building awareness, buy-in, and baseline knowledge of the intent, outputs, and stakeholder engagement points of the project. We will consider and collaborate with Client to determine any targeted trainings that may be necessary as part of any technical planning and solutioning to support organizational readiness (e.g., prompt engineering training course).

5.6.3 Develop a knowledge transfer plan so an organization can maintain AI systems independently

We will document AI initiatives so that the work and value can be captured and socialized throughout the organization. The deliverables, tools, and artifacts we design and develop, including materials for workshops and trainings, will be available for the organization to use again on future efforts.

To ensure a smooth AI implementation, it is essential to create a comprehensive knowledge transfer plan. This plan will begin by identifying relevant client stakeholders, including the project team, end users, and support staff, and defining their roles. Our goal is to enable stakeholders to understand the AI system's purpose and functionality, provide effective training, and establish troubleshooting and maintenance protocols. Training materials should include detailed documentation, step-by-step tutorials, and hands-on workshops. We will conduct initial training sessions with the client to cover key aspects of the AI system, with follow-up and specialized training provided as needed. We will create an online knowledge base (e.g., SharePoint site) to centralize all training materials, FAQs, and troubleshooting guides. Comprehensive documentation and formal handover meetings will ensure a smooth transition of knowledge from the Client project team to the support team and end users. Finally, ongoing support and regular updates will keep the AI system and training materials current, we encourage continuous learning and adaptation.

5.6.4 Develop a Final Report with Recommendations for Further AI Integration

A Final Report on the AI project is essential for documenting the project's evaluation, outcomes, and recommendations for further integration. This report will serve as a comprehensive record of the project's journey, providing valuable insights and guidance for future endeavors. The following steps outline the process of creating such a report, ensuring that all critical aspects are covered systematically and coherently.

- Overview of project background and summarization of motivation, stakeholders involved, and initial goals.
- Overview of methodologies used throughout the project.
- Evaluation of the project using performance metrics identified to support the AI Roadmap, AI Implementation Plan, and any metrics identified to support individual AI use case pilots.
- Documentation of the results, comparing actual outcomes to the initial goals and objectives of the project.
- Recommendations for improving planning and frameworks used for project implementation.
- Recommendations for AI model, tool, and technology improvements to enable improved impacts, and further integration and scalability.

The Final Report is a mechanism for continuous learning and capacity building. The findings and recommendations can be used to further improve AI development, implementation, integration, and utilization across the organization.

5.7 Our Approach to Project Management

Our **TruePMOSM Solution**. Our pragmatic, client-focused PMO approach is designed to maximize efficiency, mitigate risk, and realize value at every stage of the program lifecycle, simplifying the complexities of the functional domains found in **Figure 4**.

We offer our clients a proven functional and technical approach that is customizable to work with management practices already in use or for the unique needs of the project. TruePMOSM is founded on PMBoK methodology for program management, agile methodology, and our collective team’s vast experience delivering management consulting services to the Client. At the center of our solution, Guidehouse is grounded in people, processes, and data-driven intelligence. Our multi-disciplined team of PMO professionals are skilled Project Management Professionals (PMPs) and Agile Certified Practitioners (PMI-ACPs) with supply chain, communications, change management, business analysis and architecture, and technical writing expertise. We foster integration with elements such as powerful visuals, dashboards, sync meetings, and risk reviews. Program leaders use systems to promote business process improvement and integration within the PMO and across the enterprise. Guidehouse’s system also includes subcontractor management, quality assurance, and contract compliance. The PMO will provide digital dashboards and analytic rigor, end-to-end transparency, and a platform for continuous risk monitoring and mitigation.



Figure 4. Guidehouse TruePMOSM Solution

With an eye toward transformation, our client-dedicated PMO experts utilize tools and best practices proven in multi-stakeholder program and project management. We quickly assess the needs of each client program and create a customized structure, developing clearly defined roles, decision-making processes, and effective performance monitoring methods. Partnering with Guidehouse provides solutions that come with strategic guidance on program management, risk and resources management, and market intelligence through Guidehouse Insights, our market research arm. There is not a one-size-fits-all approach to developing a PMO; we tailor a PMO solution around specific needs, goals, and delivery capabilities. Our approach is to mitigate inherent project risk, promote transparency and accountability, and help achieve cost, schedule, and business objectives. We apply the following approach to assess, develop, deliver, and transition our PMO services.

5.8 Specifications & Requirements

We acknowledge the importance of NCTCOG’s specifications and requirements. Our AI consultancy capabilities and services presented in Sections 4.0 and 5.0 address the requirements presented. While expressly spoken to in select selections, overarching concepts such as ethical alignment and project management are implicitly embedded across all areas of our response. **Table 9** provides a mapping reference for how we speak directly to each requirement area presented by NCTCOG.

Table 9. MSA Requirements Mapping

MSA Requirements (5.3)	Proposal Response Mapping (Bold = RFP ToC, <i>Italics</i> = Proposal ToC)
5.3.1 Expertise and Quals	5.3.1A-F: Section 4.0
5.3.2 Data Security and Privacy	5.3.2A-C: Sections 4.0, 5.1, 5.3.2, 5.5.3, 5.4.6
5.3.3 Project Management	5.3.3A: Sections 5.7; 5.3.3B: Section 5.6.4; 5.3.3C: Sections 5.7; 3.3C: Sections 5.7
5.3.4 Budget and Cost Estimate	5.3.4A-B: Section 6.0
5.3.5 Data Strategy and Management	A1-3: Sections 4.0, 5.4.6, B1-3: Sections 4.0, 5.1, 5.4.6 C1-3: Sections 4.0, 5.1, 5.3.2, 5.5.3, 5.4.6; D1-3: Sections 4.0, 5.3.1; E1-2: Sections 4.0, 5.2
5.3.6 Ethical AI Requirements	A1-2: Sections 4.0, 5.1, 5.3, 5.5; B1-2: Sections 4.0, 5.5; C1-2: Sections 5.5, 5.6; D1-2: Sections 5.4, 5.5; E1-2: Section 5.5

Pricing for TXShare Cooperative Purchase Program Participants



6.0 Proposal Pricing

The following hourly rate card includes rates for Team Guidehouse. There will be a 3.5% escalation each year for all rates. We believe this rate card and roles aligns to the diverse SOW requirements. Guidehouse will use these rates and the SOW requirements and direction from any task solicitation to present best value pricing. Any software, licensing, or other non-labor expenses will be addressed on a case-by-case basis at the time of task order response.

Role	Year 1	Year 2	Year 3	Year 4	Year 5
Partner	\$410	\$424	\$439	\$455	\$470
Director	\$340	\$352	\$364	\$377	\$390
Senior Manager	\$280	\$290	\$300	\$310	\$321
Subject Matter Expert	\$500	\$518	\$536	\$554	\$574
Manager III	\$250	\$259	\$268	\$277	\$287
Manager II	\$225	\$233	\$241	\$249	\$258
Manager I	\$200	\$207	\$214	\$222	\$230
Associate III	\$170	\$176	\$182	\$188	\$195
Associate II	\$140	\$145	\$150	\$155	\$161
Associate I	\$125	\$129	\$134	\$139	\$143

7.0 Key Assumptions

- **Price:** If the information provided by the Client, either in writing or in the RFP, omits or misrepresents any materially relevant facts that would have altered any fixed pricing estimates and/or recommended solutions, Guidehouse reserves the right to renegotiate a revised budget based upon the actual circumstances.
- **Task Solicitation Pricing:** Any software or non-labor expense requirements presented in a task solicitation will be specifically priced.
- **Staff:** The ability to staff certain personnel to a project is dependent upon availability at the time of project kickoff. In the event the personnel listed herein become unavailable for any reason, Guidehouse will propose alternate individual(s) of like experience and expertise, such determination shall be made in Guidehouse's reasonable discretion, acceptance by Client shall not to be unreasonably withheld or delayed.
- **Change in Scope:** Please note that changes, including an alteration to the scope or approach, additional meetings, or other changes or delays requested by the Client that would (i) materially increase Guidehouse's level of effort, (ii) include additional business processes, (iii) add unanticipated complexity to the project, (iv) or lengthen the timeline, will likely result in an increase in fees equal to the changes. Guidehouse will work closely with the Client to execute an amendment to the agreement addressing the change in scope and fees.
- **Client Responsibilities:** Client agrees to fulfil data and information requests as soon as possible including providing required documents (a list will be provided) prior to the project start date and as needed throughout the project. Failure to provide the requested data may impact Guidehouse's ability to provide the deliverables and meet the timeline outlined in the Scope and Approach Section. If the Client cannot provide the requested data, Guidehouse will work closely with the Client to execute an amendment to the agreement addressing the change in scope, fees and timeline.
- **Client Resources:** Client shall provide the necessary program managers and or team to work alongside Guidehouse throughout the project. Failure to provide adequate Client resources may result in potential changes to scope, fees and timeline. Guidehouse will work closely with the Client to execute an amendment to the agreement addressing the change in scope, fees and timeline. The information provided by Client to Guidehouse shall be considered "as is" and Guidehouse will not validate or confirm the accuracy of the data and information provided.
- **Acceptance:** Subject to any acceptance language or procedures in the agreement to the contrary, draft deliverables will be provided to the Client according to the timelines agreed in the proposal or as may be revised and agreed to. Client will conduct review and provide feedback over a period of three business days.

Client will have two (2) business days to complete final review and acceptance of final deliverables. If no comments or decision on acceptance or rejection is received within five (5) business days, the deliverable will be deemed accepted.

- NCTCOG and/or its members will make final decisions regarding AI tools, AI Use Cases, frameworks, applications and other recommendations that Guidehouse may provide.
- NCTCOG understands that legal standards, policies and best practices relating to AI are still evolving and that Guidehouse does not warrant compliance with future regulatory or other legal standard changes.
- NCTCOG understands that for any SOWs for Pilots, the services and Pilots will be provided “AS IS” and no warranty obligations of Guidehouse will apply.

8.0 Reservation of Rights

Submission of this proposal by **GUIDEHOUSE INC.**, a Delaware corporation, or any of its affiliates (the “**Guidehouse**”), is not an indication of Guidehouse’s willingness to be bound by all of the terms presented in the North Central Texas Council of Governments and its members of the TXShare Cooperative Purchasing Program (the “**Client**”) Request for Proposals, pertaining to Artificial Intelligence (AI) Consultancy Services RFP # 2024-023 (the “**RFP**”). This proposal in response to the Client’s RFP does not constitute a contract to perform services and cannot be used to award a unilateral agreement. Final acceptance of this engagement by the Guidehouse is contingent upon successful completion of Guidehouse’s acceptance procedures. Any engagement arising out of this proposal will be subject to negotiation of a mutually satisfactory vendor contract including (i) modifications to certain RFP terms and conditions, (ii) our standard terms and conditions and fees and billing rates established therein, and (iii) terms and conditions for implementation services, in the event such services are required or requested.

Given Guidehouse’s past history of successfully negotiating mutually agreeable terms with similar state and local government entities, we do not anticipate any difficulty in reaching a contractual agreement that will enable us to provide the professional services which you are requesting, while protecting the interests of both parties.

A.12 *Exhibit 1: Service Designation Areas*

EXHIBIT 1: SERVICE DESIGNATION AREAS

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

(Exhibit 1 continued on next page)

(Exhibit 1 continued)

	Nationwide Service Area Designation or Identification Form		
Proposing Firm Name:	Guidehouse Inc.		
Notes:	Indicate in the appropriate box whether you are proposing to provide service to all Fifty (50) States.		
	Will service all fifty (50) states		Will not service fifty (50) states
	<input checked="" type="checkbox"/>		<input type="checkbox"/>
	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 1

APPENDIX B

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

REQUIRED 2 CFR 200 CLAUSES

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

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

2. CONTRACTOR’s Company will not boycott Israel during the term of the contract.

The following definitions apply to this statute:

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

10. Domestic Preference for Procurements

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

11. Trafficking in Persons


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

Check one of the following:

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

-OR-

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



Signature of Authorized Person
Erin Hutchins

Name of Authorized Person
Guidehouse, Inc.

Name of Company
05/16/2025

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.



Signature

Erin Hutchins

Title

Guidehouse, Inc.

Agency

05/16/2025

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.



Signature of Authorized Person

Erin Hutchins

Name of Authorized Person

Guidehouse, Inc.

Name of Company

05/16/2025

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.



Signature of Authorized Person

Erin Hutchins

Name of Authorized Person

Guidehouse, Inc.

Name of Company

05/16/2025

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.



Signature of Authorized Person

Erin Hutchins

Name of Authorized Person

Guidehouse, Inc.

Name of Company

05/16/2025

Date

APPENDIX E
DEBARMENT CERTIFICATION

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

Guidehouse, Inc. _____, nor its principals
(Name of lower tier participant)
are presently:

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

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

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

EXCEPTIONS:



Signature of Certifying Official
Partner, State and Local Government

Title
05/16/2025

Date of Certification
Form 1734
Rev.10-91
TPFS