

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

K.L. Scott and Associates, LLC. ("Contractor**")**
235 Peachtree Street NE, Suite 400
Atlanta, GA 30303

ARTICLE I RETENTION OF THE CONTRACTOR

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

ARTICLE II SCOPE OF SERVICES

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

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

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

2.5 NCTCOG Obligations

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

2.6 Participating Entity Obligations.

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

2.7 Contractor Obligations.

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

ARTICLE III

TERM

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

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

ARTICLE IV COMPENSATION

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

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

ARTICLE V SERVICE FEE

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

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

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

ARTICLE VI RELATIONSHIP BETWEEN THE PARTIES

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

ARTICLE VII REPRESENTATION AND WARRANTIES

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

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

ARTICLE VIII CONFIDENTIAL INFORMATION AND OWNERSHIP

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

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

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

ARTICLE IX GENERAL PROVISIONS

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

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

K.L. Scott and Associates, LLC.

Attn: Nitin Mistry

235 Peachtree Street NE, Suite 400 Atlanta, GA 30303

Phone: 347-730-2539

Email: nitin.mistry@klscottassociates.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.

K.L. Scott and Associates, LLC.

North Central Texas Council of Governments



5/13/2025

SignatureDate


Nitin Mistry

Printed Name

Chief Strategy Officer & Partner

Title

Signed by:



6/1/2025

Signature

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.

- **Retrieval Augmented Generation (RAG):** A powerful technique used in AI to enhance the capabilities of large language models (LLMs). RAG addresses a key limitation of LLMs which is their reliance on the data they were trained on, which can be outdated or incomplete. RAG allows LLMs to access and utilize external knowledge sources, leading to more accurate, informative, and up-to-date responses. The Virtual Assistant used RAG techniques as its core way of processing the query, retrieving an answer, augmenting the prompt and feeding it into the LLM, allowing the LLM responses to be more factual and up to date, incorporating external system knowledge, reducing hallucinations and increasing trust in the answer it generated.
- **Agentic AI:** The virtual assistant was able to move beyond passive response and into proactive action. Instead of just answering questions or following instructions, the agentic AI was able to independently set goals, make decisions, and take actions to achieve those goals. This made the virtual assistant into something more like a collaborative partner. The virtual assistant knew information about the clients so therefore it could anticipate a need and help problem-solve in a much more accurate way the customer query or problem. It also provided a more personalized experience and was adaptable to the user needs and it had continuous learning and improvement.

4.5 Case Study

Texas A&M

Our esteemed staff member, Dr. Michael Butcher was recently invited by Texas A&M University in College Station, TX, to speak on “Maximizing Artificial Intelligence” to an audience of 250 employees for their staff development program. This was followed by a breakout session featuring a Q&A roundtable discussion focusing on practical applications including proper use of AI platforms, effective prompt engineering, case studies, AI concerns, and strategies for developing an AI-driven mindset. The outcomes included enhanced knowledge and use of AI tools and actionable strategies for AI adoption.

5. Technical Proposal

5.1 Executive Summary



Founded in 2013, KLSA is an SBA-certified 8(a) information technology and management consulting firm whose mission is to support government leaders in building and protecting communities of our nation. KLSA has worked with over 50 local, state, and federal government agencies including recent and ongoing project engagements specific to technical assistance, data analysis, equity, and social justice provides contextual awareness and understanding of the objectives for the agency mission and program goals KLSA is uniquely qualified with a deep understanding of the interconnectivity of local, state and federal government agencies, public policy, and data science that inform decisions and impact communities. Our firm of approximately 35 consultants supports government agencies to deliver positive outcomes for all communities through our consulting practices – Health & Human Services, Digital Transformation, Organizational Strategy, through our services in Data Management & Analytics, Research & Product Innovation, and Technical Assistance.

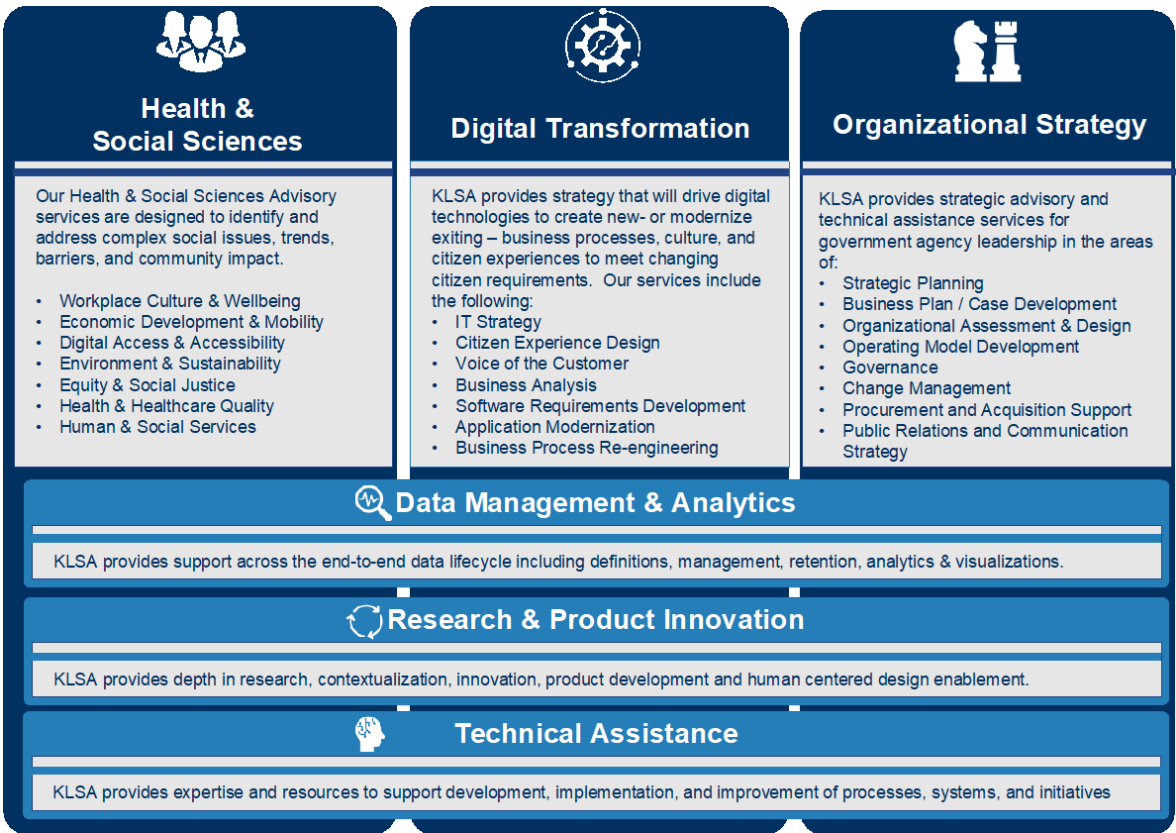


Figure 1: KLSA Practice Areas

5.2 Approach and Methodology

APEX Model

KLSA’s expertise in guiding government agencies through complex challenges is further strengthened by our proprietary APEX™ Strategic Advisory Model, which we developed to support strategic future planning. By leveraging APEX™, we help organizations assess, plan, and execute initiatives that drive meaningful outcomes and foster continuous improvement, aligning seamlessly with our core practice areas in Health & Social Sciences, Digital Transformation, and Organizational Strategy.

The model is a comprehensive framework designed to support government leaders in strategic future planning. APEX™ offers a holistic structure to conduct assessments, develop strategic direction, and execute their plans effectively. This model enhances decision-making, identifies potential challenges, and align resources to drive meaningful outcomes and transformation.

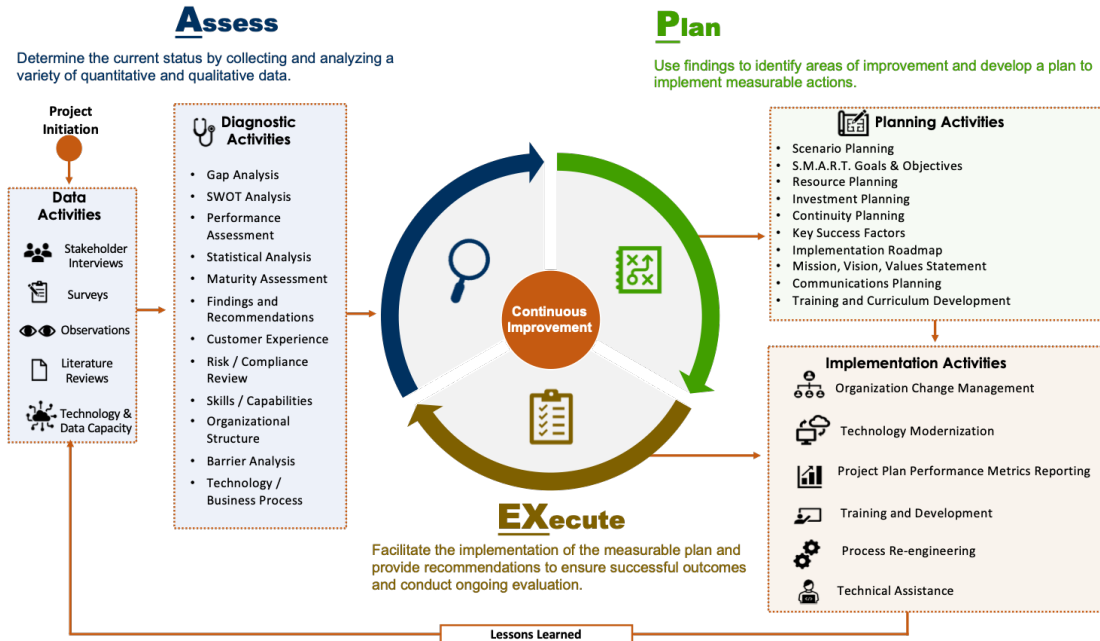


Figure 2: KLSA Proprietary APEX Strategic Advisory Model

This framework is our solution to helping clients think strategically about change, plan for change, implement change, and engage in continuous improvement. The cycle consists of three phases: Assess, Plan, and Execute. This cyclical process begins with the Assess phase, which informs the Plan phase, leading into the Execute phase, where change is implemented. The cycle returns to the Assess phase, incorporating lessons learned from the Execute phase as a feedback mechanism to create, inform, and sustain continuous improvement. This process will help us guide organizations through the successful execution of AI solutions or services.

High-level plan

AI Strategy Development

Our approach to AI strategy is tailored to public entities, ensuring alignment with broader business, IT, and analytics strategies. We define AI goals, core value opportunities, and priority use cases, reinforced by strong change management and our APEX model will enable continuous alignment with market changes and organization objectives. Our project team defines clear milestones and designs a feedback loop to allow adaptive strategies that integrate with complementary plans, ensuring impactful and sustainable AI adoption.

KLSA provides access to a network of industry experts, academic researchers, and AI thought leaders who can share their insights and perspectives on the state of the field and where it's heading through thought-provoking articles, white papers, and research reports that synthesize the latest findings and trends in AI.

Feasibility Study and Use Case Identification

KLSA evaluates an organization's AI readiness by analyzing current infrastructure, data quality, and technology stack. Through stakeholder engagement, we assess AI literacy, identify skill gaps, and review data governance to ensure integrity, security, and compliance. These elements help align the deliverables and vision with the

implementation of AI tools. We gather feedback from clients to assess change readiness, risk management, improvements in data quality, training, governance, and alignment with business objectives. The insights and results gathered are defined in a roadmap to elevate AI readiness.

Ethical AI Requirements

Addressing ethical concerns related to AI, such as bias, fairness, and transparency, is a cornerstone of our approach. We are dedicated to ensuring our AI solutions are unbiased and trustworthy. KLSA prioritizes ethical AI by addressing fairness, transparency, and bias prevention. We utilize diverse datasets and conduct regular audits to maintain equity and inclusivity in AI models. By implementing transparency in data usage and decision-making processes, and engaging ethical review boards, we align AI development with ethical standards.

AI Solution Design and Roadmap

KLSA evaluates an organization's AI readiness by analyzing current infrastructure, data quality, and technology stack. Through stakeholder engagement, we assess AI literacy, identify skill gaps, and review data governance to ensure integrity, security, and compliance. We assess change readiness, leadership support, and risk management, identifying improvements in data quality, training, governance, and alignment with business objectives. This results in a roadmap to elevate AI readiness.

Pilot Testing and Implementation Support

To implement pilot AI solutions, we start by setting clear goals and creating a detailed plan. We then use an agile approach to implement and monitor the pilot, gathering feedback and analyzing data to assess success. Based on the results, we refine the solution and plan for full-scale deployment, ensuring seamless integration with existing systems. Finally, we provide training and support, monitor performance, and continuously improve the AI solution based on user feedback.

Training, Adoption, and Capacity Building

KLSA offers robust infrastructure and technology recommendations for AI, including data center options, data management, software stack, and monitoring tools. We recommend high-performance cloud or hybrid systems, scalable storage solutions, and efficient AI development frameworks. Integration is achieved through comprehensive assessments, API compatibility, and scalability planning, ensuring AI solutions seamlessly align with existing IT environments. We establish knowledge transfer plans with stakeholders at kick-off meetings to build comprehensive adoption plans and capacity considerations at project start.

Data Strategy and Management

We prioritize data quality and consistency through rigorous preparation steps, including sourcing, cleaning, and transforming data to eliminate errors and maintain relevance. Our proven frameworks emphasize standardization and validation processes to ensure data readiness for AI implementation. This approach will support effective model training and accuracy.

Project Management and Reporting

Our project leadership manages internal communication with our team and externally with client stakeholders to ensure these pathways are clear and well-communicated. We have

an efficient escalation process and internal quality assurance (QA) team to provide consistent quality reviews of all deliverables and materials. KLSA will define escalation pathways for addressing issues or conflicts that cannot be resolved at the project team level.

Our proactive risk management process allows KLSA to identify, analyze, resolve, report, and promptly escalate issues. To facilitate issue management, we will initially confirm roles and responsibilities; standard requirements, tools and templates for documenting issues, prioritization and escalation processes; and communication procedures to address any lack of face-to-face availability.

5.2.1 AI Strategy Development

Our approach to AI strategy development is specifically designed for public entities, ensuring alignment with broader business, IT, and analytics strategies. By defining clear AI goals, identifying core value opportunities, and prioritizing use cases, we foster strong change management and sustainable adoption.

a. Collaborate closely with individual departments to identify specific AI use cases and associated challenges, such as improving response times in public safety or reducing procurement costs, to develop tailored solutions that align with departmental needs.

We begin by engaging with individuals and departments to understand their unique operational needs and challenges. These insights help the KLSA team tailor the AI strategy to align with departmental objectives while contributing to the organization’s overarching goals. This targeted approach ensures AI solutions are not only innovative but also directly applicable to the real-world needs of each department. This is done through the realization of strategic AI goals within the organizational strategy and identifying interdependencies and opportunities for synergy with IT, Data and Analytics (D&A), and business strategy. The graphic below depicts the high-level factors considered in the development of an AI Strategy.

The AI Strategy in Context

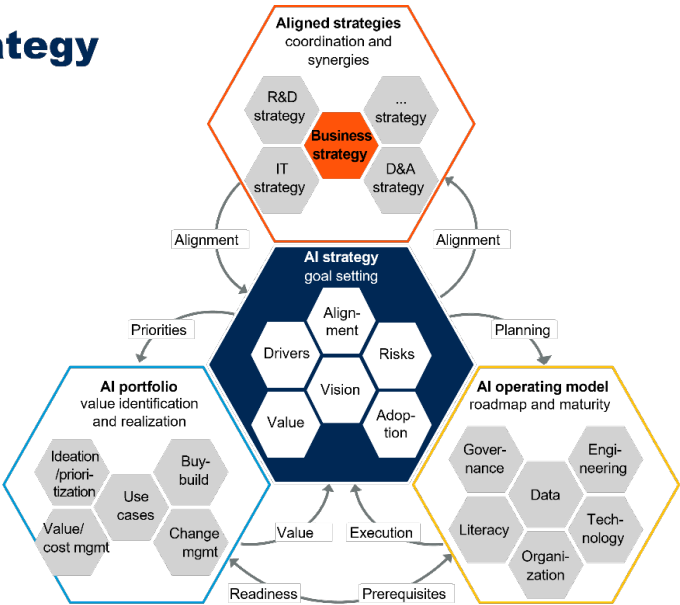


Figure 3: Main Components of an AI Strategy in Context

b. Conduct a comprehensive needs assessment to understand the organization's goals, existing processes, challenges, and value to be added to the organization by leveraging AI.

KLSA will address the foundational components essential for AI readiness, including data governance, organizational readiness, technology set, and data literacy. By evaluating these elements, we help entities prepare their infrastructure, foundation, and workforce for successful AI implementation. A comprehensive assessment includes evaluating the organization's goals to understand the broader mission and objectives and ensure AI initiatives align with the strategic vision.

KLSA reviews current processes and challenges to identify inefficiencies, pain points, and gaps addressable by AI, and the readiness of the organization's infrastructure, technology capabilities, and workforce preparedness for adoption. Building a detailed needs assessment provides a clear understanding of where the organization stands and what is required to prepare for AI implementation and continuous alignment with advancements, laws, and objectives.

c. Develop a long-term AI strategy aligned with the organization's strategic plan and 5-year vision.

KLSA will use the findings from the needs assessment and collaborate with the organization to set milestones, deliverables, and goals. Large-scale surveys and focus groups are designed for entities that may require the involvement or insight of many stakeholders or groups. Building on the findings of the needs assessment, we work closely with the client to design a comprehensive AI strategy that includes:

- **Vision and Goal Setting:** Defining a long-term vision that integrates key drivers, anticipated risks, and adoption plans. This ensures alignment with the organization's strategic plan and five-year vision.
- **Prioritization of Use Cases:** Identifying and ranking opportunities based on their potential impact, feasibility, and alignment with organizational goals.
- **Integration with Complementary Strategies:** Determining whether to develop AI solutions in-house or acquire existing technologies to optimize efficiency and cost-effectiveness. Ensuring alignment with related strategies in IT, data, analytics, and research to create a cohesive and comprehensive approach.

The long-term strategy includes a detailed roadmap outlining actionable steps, clear milestones, and measurable outcomes for the next five years or as required. This roadmap serves as a guiding framework, providing public entities with the direction needed to navigate the ever-changing AI landscape. By continuously iterating, KLSA ensures that it evolves with advancements in AI, regulatory changes, and shifting organizational priorities. This approach guarantees that the AI initiatives remain impactful, relevant, and a driving force for long-term innovation and competitive advantage.

5.2.2 Feasibility Study and Use Case Identification

a. Identify potential AI use cases, analyze their feasibility, and assess value.

To ensure seamless integration of AI solutions within existing IT systems, we assess the current state of readiness to ensure that AI solutions are compatible, secure, and work within the existing environment. KLSA will perform thorough assessments as we evaluate all aspects of the hardware, software, data, network, and workflows. A key piece of this

planning for technology compatibility is to apply Application Programming Interface's (APIs) that will handle various data formats and integrate with legacy systems.

KLSA will build and optimize data pipelines to increase scalability and performance. A data pipeline of roles, feeds, security, and provenance enhances performance and accounts for the scalability of additional or modified models. The test and validate activities are iterative and take place throughout the data lifecycle. Our AI staff regularly conducts rigorous testing, involving the customer team in user acceptance testing. After validation, penetration testing is performed to ensure a secure, operational system.

b. Document compliance requirements (external and internal).

We thoroughly document all compliance requirements, addressing both external regulations and internal policies. This includes evaluating legal and regulatory frameworks such as GDPR, HIPAA, or FISMA, as applicable, to ensure data privacy, security, and ethical AI use. Internally, we assess organizational policies, IT governance frameworks, and operational standards to ensure AI solutions align with established practices. This dual-layered approach guarantees full adherence to all compliance requirements.

c. Provide detailed pros, cons, and risk-benefit analysis for each use case.

To create a detailed pros, cons, and risk-benefit analysis for each use case, KLSA will begin by identifying the tangible benefits of each use case, such as increased efficiency, cost savings, enhanced decision-making capabilities, or improved customer experiences. These benefits are then contextualized within the organization's goals, highlighting how the use case aligns with strategic priorities.

As this is taking place, our team will address potential challenges, such as data quality issues, technical complexity, or the need for organizational change management. For each challenge, we provide mitigation strategies, ensuring that risks are understood and manageable. This analysis is presented as a balanced narrative that explores both the opportunities and trade-offs, enabling stakeholders to weigh the operational value of the use case against its challenges. By offering a clear and holistic view, we ensure organizations can make well-informed decisions that maximize the return on their AI investments.

d. Ensure feasibility study includes considerations related to data strategy, including data quality, governance, and integration readiness.

KLSA will evaluate data quality to identify gaps and recommend preprocessing techniques. If no governance structure exists, the KLSA team will assess the data and work with the client to build a secure governance structure and classify topics. This evaluation ensures data stewardship, and data compliance by assessing integration readiness to determine compatibility with existing systems to design a solid data foundation positioned for successful implementation.

e. Prioritize use cases based on impact and ease of deployment.

High-impact, low-complexity use cases are prioritized to ensure efficient solutions and processes that demonstrate value and build momentum for AI adoption. This prioritization framework enables organizations to focus resources on initiatives that deliver the greatest return on investment while minimizing disruption. We recommend the following activities:

- **Impact Assessment:** Evaluate the potential benefits of each use case, such as improved operational efficiency, cost reductions, enhanced customer experiences, or alignment with strategic objectives. Assess how the use case contributes to the organization's long-term goals, such as modernization, innovation, or scalability.
- **Deployment Feasibility:** Analyze factors like data availability, system readiness, technical complexity, and workforce readiness. Evaluate timelines and resource requirements to determine ease of implementation to include training or upskilling.
- **Scoring and Ranking:** Use a scoring model to assign weighted scores to impact and feasibility criteria. Rank use cases based on their combined scores, prioritizing those with high impact and low complexity.
- **Strategic Alignment:** Ensure prioritized use cases align with organizational priorities, such as regulatory compliance or customer-facing improvements. Factor in external drivers, such as market trends or evolving industry standards, to future-proof investments.

5.2.3 AI Solution Design and Roadmap

a. Research and document various External Compliance (e.g. Freedom of Information Act, grant requirements, and the various local, state, and federal regulations), and Internal Compliance (e.g. designing technical, administrative, policy controls, among others, for the safe use of AI).

Our approach to compliance research and documentation ensures AI solutions meet all applicable external and internal standards. For external compliance, we conduct a thorough review of regulations such as the Freedom of Information Act (FOIA), grant-specific requirements, and relevant local, state, and federal laws. This involves identifying jurisdictional variations, privacy mandates, and industry-specific guidelines that impact AI adoption and operations. The KLSA team maps regulatory requirements to AI use cases, ensuring solutions are legally compliant and socially responsible. For internal compliance, we collaborate with stakeholders to design and document controls that promote the safe and ethical use of AI. These controls include:

- **Technical controls:** Safeguards such as data encryption, model explainability, and bias mitigation strategies.
- **Administrative controls:** Governance frameworks, training programs, and user access policies to ensure proper oversight.
- **Policy controls:** Internal policies addressing AI ethics, accountability, and alignment with organizational values.

b. Design appropriate AI models, frameworks, or tools for selected use cases.

Designing AI models, frameworks, or tools tailored to selected use cases is essential for ensuring that AI initiatives effectively address organizational needs while maximizing impact and efficiency. Our approach follows a structured process that aligns the capabilities of AI with the objectives and constraints of each use case. Key steps of building a fair model are model selection and customization, framework design, tool development, and ethics and transparency.

1. Model Selection and Customization:

We start by identifying the most suitable AI model types for each use case, whether machine learning, deep learning, natural language processing, or other AI methodologies. Models are selected based on the nature of the data, problem complexity, and desired outcomes.

2. Framework Design:

These frameworks incorporate modular components that enable easy adjustments and upgrades as organizational needs evolve.

We emphasize interoperability, ensuring that the chosen frameworks can integrate seamlessly with existing IT infrastructure, databases, and other systems. Each tailored framework is designed to be continuously evaluated.

3. Tool Development:

For selected use cases, we may also develop specialized AI tools to facilitate the end-to-end workflow, from data preprocessing and model training to deployment and monitoring. These tools are designed with user-friendliness in mind, enabling non-technical staff to interact with AI systems effectively.

4. Ethics and Transparency:

All AI models, frameworks, and tools are designed with ethical considerations in mind. This includes implementing explainability mechanisms to ensure transparency in model decision-making, embedding bias detection and mitigation strategies, and aligning with organizational values and regulations to ensure ethical AI use.

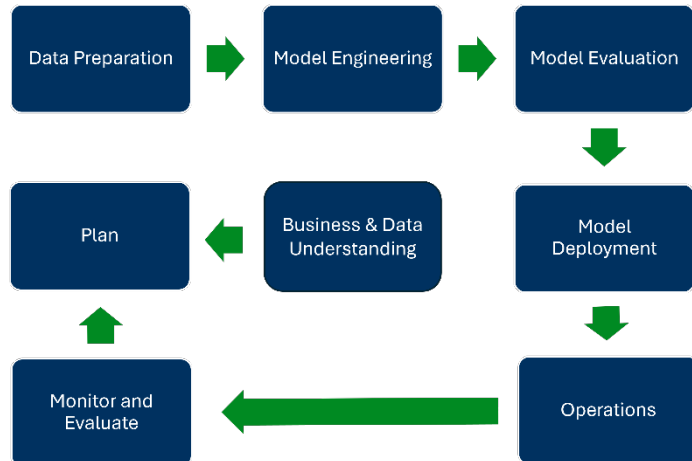


Figure 4: Steps to train the model for fairness and continuous evaluation

c. Provide a comprehensive roadmap, including governance, project timelines, milestones, resource requirements, and key performance indicators (KPIs).

The first step to building a comprehensive roadmap begins with a robust governance structure, clearly defining roles, responsibilities, and decision-making authority. The KLSA Program Manager ensures project timelines are carefully crafted, with realistic deadlines for each stage of the project, from initial planning to full deployment and post-launch monitoring. Our PM works with our advisory team and the client to define key milestones and establish KPI's to mark critical achievements, such as successful model training, system integration, and first-phase deployment. This approach ensures the project is executed with measurable outcomes in alignment with overarching objectives.

d. Provide a comprehensive cost analysis for each proposed AI solution, including but not limited to anticipated development costs, cloud/compute costs, required licensing/subscriptions, cloud storage/backup, etc.

As the market has been flooded with AI tools and solutions, each product is thoroughly analyzed for security, applicability, and the cost associated with the implementation, maintenance, linkage, or deployment. Costs are documented as part of the larger analysis and discussed with the client to not only choose the best option, but the most affordable

to meet budget and financial goals. Costs are documented in an XLS during the assessment phase. More detailed information about cost and budget information can be found below in the *Management section, 5.3.3 Budget and Cost Estimate*.

e. Ensure AI solutions align with ethical guidelines and public sector regulations, including data privacy laws such as GDPR (if applicable), and customer's internal data loss protection policies.

We prioritize aligning AI solutions with both ethical guidelines and relevant public sector regulations. This includes adhering to data privacy laws, such as GDPR (if applicable), and ensuring compliance with the customer's internal data protection policies. We use ethical design, regulatory compliance, and data protection to ensure our solutions are not only effective but also ethically responsible and compliant.

5.2.4 Pilot Testing and Implementation Support

a. Guide the organization through the implementation of pilot AI solutions.

To manage and implement pilot projects for AI solutions, the pilot should take no more than 90 days and follow the following steps:

- **Define Objectives and Scope:** Establish clear goals, a limited and focused scope, and measurable success pilot metrics.
- **Planning and Design:** Create a detailed plan, select representative data, choose the right technology, and assess potential risks.
- **Implementation:** Utilize an agile approach, maintain open communication, monitor data, and document everything.
- **Evaluation and Analysis:** Analyze pilot data, gather feedback from customer, assess success against metrics, and prepare a comprehensive report. Final decision whether to build the solution.

b. Work with stakeholders to evaluate the pilot projects, troubleshoot issues, and refining solutions as needed.

Transitioning a successful AI pilot project to a full-scale deployment requires careful planning and execution. This process begins with the analysis, evaluation, and refinement of the implementation plan, allowing our team to plan for full-scale deployment with planned variables. Our team has supported many pilot testing programs as they produce valuable long-term outcomes.

We will analyze the pilot project results in detail, including performance metrics, user feedback, and any challenges encountered. Based on the analysis, identify areas where the AI solution can be improved in terms of accuracy, efficiency, scalability, or user experience. We then can make the necessary refinements to the AI solution and infrastructure based on the identified areas for improvement.

During this period, KLSA will define the scope and objectives of the full-scale deployment, including target users, data sources, and expected outcomes. We may need to rebuild or rewrite significant parts of the solution for custom requirements and create a deployment plan that outlines timelines, resources, responsibilities, and key milestones. The infrastructure (hardware, software, and networking) will be scaled to accommodate the increased data volume and user demand expected for the full-scale deployment. These planning activities determine the scope of integrating the AI solution with existing IT systems and databases, ensuring seamless data flow and interoperability.

c. Offer post-implementation support for system integration and scaling AI solutions across the organization.

KLSA utilizes a phased rollout approach to gradually introduce the AI solution to different user groups or departments, allowing for controlled monitoring and feedback. Training is offered to support end-users and ensure they understand how to use the AI solution effectively. Support may involve train-the-trainer, user guides or how-to videos, and online or instructor-led training. KLSA implements various mechanisms for collecting feedback from users and stakeholders to identify areas for ongoing improvement. We continuously monitor the performance of the AI solution in the production environment, tracking key metrics and identifying any issues that arise.

5.2.5 Training, Adoption, and Capacity Building

Our AI training and education programs empower staff to adopt, use, and manage AI solutions by combining practical skills with ethical and operational considerations. Our programs are grounded in adult learning principles, and we offer a train-the-trainer approach, ensuring that participants can confidently transfer knowledge to others in their organization.

a. Provide training sessions and materials for staff on AI tools and best practices, to ensure effective and efficient use of AI.

We deliver tailored training sessions focused on building proficiency in AI tools and their application to organizational objectives. Training includes hands-on practice with real-world datasets, interactive sessions on ethical AI use, and access to comprehensive resources, such as toolkits and guides. Participants gain actionable insights into AI best practices to enhance operational efficiency and decision-making.

Our curriculum covers a comprehensive set of topics tailored to the needs of staff at different levels, from foundational to advanced AI concepts:

- **Introduction to AI Concepts and Ethics:** Staff learn the basics of AI, including machine learning fundamentals, ethical considerations, and bias mitigation strategies.
- **Data Management and Preparation:** We provide instruction on data handling best practices, data cleaning, and preprocessing techniques to ensure AI model accuracy and reliability.
- **Model Training and Evaluation:** Participants gain hands-on experience in training and evaluating AI models, including an overview of model selection and tuning methods.
- **AI Solution Implementation and Monitoring:** Training includes the full deployment cycle—model testing, deployment, and ongoing monitoring to ensure consistent performance.
- **AI in Decision-Making and Interpretation of Results:** We offer guidance on how to interpret AI outputs in the context of organizational goals, ensuring staff can apply insights responsibly and strategically.

b. Facilitate workshops to build internal AI capabilities and foster a culture of innovation.

Our workshops emphasize both technical and strategic aspects of AI adoption. Participants engage in collaborative ideation to identify use cases, address challenges,

and explore innovative solutions. Role-specific training prepares staff to implement AI effectively within their workflows, while leadership teams focus on strategic alignment and managing AI-driven organizational change.

c. Develop a knowledge transfer plan to ensure the organization can maintain and update AI systems independently.

We create a robust knowledge transfer plan to enable self-sufficiency. This includes system documentation, a train-the-trainer program to sustain internal expertise, and training on system maintenance and scalability. Our approach ensures staff can monitor, update, and expand AI systems as needed, reducing dependency on external support. By integrating tailored training, collaborative workshops, and a structured knowledge transfer plan, we enable organizations to confidently adopt AI while fostering a culture of innovation and continuous learning.

5.3 Management Approach

KLSA has an extensive roster of past performance for large programs supporting agencies like the U.S. Department of Education, U.S. Department of Health and Human Services, U.S. Department of Agriculture, and many other state and local customers. We have partnered with Scient One, Praxtion and, Futuryst to offer a holistic and comprehensive solution. We are confident in our ability to provide AI consultancy services to include, but not limited to, the following deliverables:

- a. Initial AI Strategy Report.
- b. Feasibility Study with AI Use Case Recommendations, including a detailed data strategy component.
- c. 5-Year AI Roadmap alongside a detailed AI Implementation Plan.
- d. Pilot Implementation Plan.
- e. Staff training Sessions and Knowledge Transfer Plan and Materials.
- f. Detailed documentation on ethical AI guidelines and measures incorporated.
- g. Final Project Report, including project evaluation, outcomes, and recommendations for further AI integration.

5.3.1 Data Security and Privacy Compliance

a. The consultant must comply with all applicable federal, state, and local data privacy laws.

KLSA is proud to offer our AI Consulting Services to any of the listed Texas service area designations and participating agencies and entities outside of Texas. We have led engagements in Texas, Indiana, North Carolina, Oklahoma, Florida, Georgia, Virginia, North Dakota, Idaho, Utah, and Maryland. Our experienced staff brings a wealth of knowledge and expertise, ensuring that each project is tailored to meet the unique needs of our clients. We are committed to delivering innovative solutions while maintaining the highest data privacy and security compliance standards. This includes adherence to all applicable federal, state, and local data privacy laws, such as the Texas Data Privacy and Security Act (TDPSA), the Virginia Consumer Data Protection Act (VCDPA), and other relevant regulations in the states we serve.

b. Provide documentation that AI solutions will adhere to data protection regulations such as GDPR (if applicable) or equivalent local laws.

KLSA will provide proper documentation for adherences to any local, state, federal, or global data laws applicable. All data strategies and adoption plans include regulatory compliance and risk management plans for processing, handling, use, and storage of data.

c. Implement security measures to ensure the protection of sensitive and personal information during data processing.

To safeguard sensitive and personal information during data processing, We will implement robust security measures that adhere to industry standards and regulatory requirements. Key measures include:

- **Data Encryption:** Employ end-to-end encryption for data in transit and at rest to prevent unauthorized access.
- **Access Controls:** Use role-based access control (RBAC) to limit data access to authorized personnel only, ensuring the principle of least privilege.
- **Anonymization:** Remove or mask personally identifiable information (PII) from datasets when full identification is unnecessary, minimizing risks in case of data breaches.
- **Secure Infrastructure:** Deploy secure cloud or on-premises environments with regular patching, firewalls, and intrusion detection systems to protect against cyber threats.
- **Audit Trails:** Maintain detailed logs of data processing activities to monitor access and changes, facilitating accountability and incident response.
- **Compliance and Testing:** Conduct regular security audits, penetration testing, and vulnerability assessments to ensure compliance with standards like NIST or GDPR.

5.3.2 Project Management and Reporting

Effective project management and reporting rely on regular communication and a structured flow of information, enabling the timely completion of deliverables while proactively addressing risks and ensuring transparency. KLSA employs its Project Management Office (PMO) and the APEX™ Strategic Advisory Model to facilitate seamless collaboration, ensure alignment with objectives, and drive project success. The PMO serves as the central hub for planning, coordinating, and monitoring project activities, enabling efficient communication across stakeholders and fostering a proactive approach to handling project updates, risks, and challenges.

Our Management Methodology is a process-driven framework with the agility to shift with organizational priorities. We use the relevant framework process models to achieve the specific goals such as PMI for the Project Management Methodology, Lean Six Sigma for Quality, and CMMI for repeatable processes. **Figure 5 - Organizational Process for Task Order Management** illustrates how we organize our team to accomplish the Task Order Requirements. The organizational structure is aligned to show associated lines of responsibility, authority, communication, and span of control to the Task Orders.

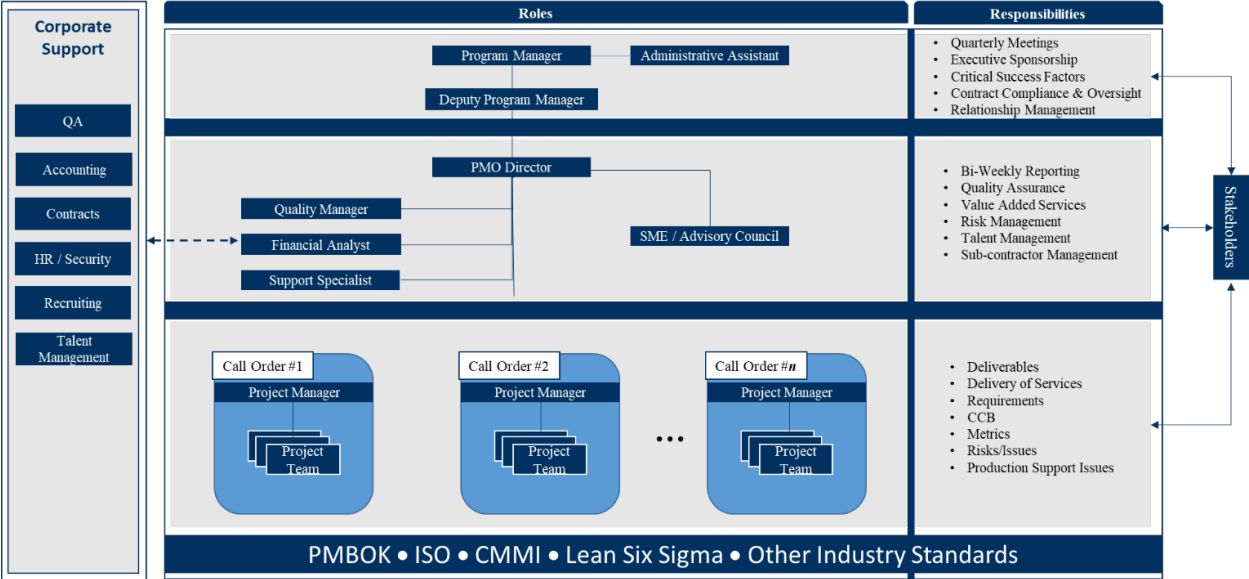


Figure 5 - Organizational Process for Task Order Management

Our proposed three-tier management framework is deeply rooted in quality, best practices and industry standards. Our matured corporate support organization enhances responsiveness and can be optimized to serve the needs of multiple program teams simultaneously. The corporate support personnel are 1) Quality Assurance Manager; 2) Accounting Team; 3) Contracts Team; 4) HR/Security Program Support Specialist; and Talent Management Support specialists.

Teaming Partner Ecosystem & Market Intelligence/Research

In addition to our subject matter experts, KLSA leverages a proven Teaming Partner Ecosystem to bring acceleration and contextual depth when required for projects. We collaborate with functional / technology partners (ex. Appian, IBM, etc.), survey administration and analysis partners (ex. Qualtrics, SPSS, Atlas.io, STATA, Survey Monkey, Tableau, PowerBI, etc.), large systems implementers (ex. Deloitte, CGI, etc.), small business capability partners (ex. Futuryst (AI), AI COE (AI), Praxtion (AI/Cyber), JLAN (agency specific), ANC (ex. Koniag, Teya, DDC, etc.).

KLSA leverages market-leading insights and best practices for emerging and new capabilities across each industry and geographic market. Our established partnerships with Gartner Research and the International Data Corporation (IDC) ensure we are leveraging the latest market trends, best practices, and insight to our clients.

For this engagement, KLSA has strategically partnered with **Futuryst**, **Praxtion**, and **ScientOne** to deliver exceptional AI consultancy services. This collaboration brings together a team of experts dedicated to providing cost-effective solutions, timely delivery, and extensive experience with public entities. As Team KLSA, our combined strengths accelerate and drive innovation and success for their clients in the AI landscape.

Futuryst is a small, economically disadvantaged, woman-owned business specializing in artificial intelligence (AI) and machine learning (ML) solutions. They offer a range of AI services, including strategy consulting, custom AI solution development, natural language processing (NLP), AI-driven automation, and advanced data analytics. Their expertise

spans various sectors, leveraging AI to enhance productivity, optimize operations, and drive innovation. Futuryst is committed to responsible AI governance and aims to transform businesses with next-gen AI solutions.

ScientOne is a leading digital product innovation agency focused on helping organizations become digital. They specialize in creating innovative digital products and offer services in strategy, product development, innovation, and technology. ScientOne has extensive experience working with various industries, including media, entertainment, and travel, providing solutions like mobile and connected device development, digital experience platforms, and technology strategy assessments. Their approach combines product, design, and technology competencies to address complex business challenges and meet customer expectations.

Praxtion is a minority-owned and operated small business specializing in cybersecurity, technology, web development, risk management, and IT program/project management. They offer a wide range of services, including cybersecurity consulting, customized IT and web development solutions, business consulting, and digital transformation. Praxtion is dedicated to helping businesses thrive in today's digital landscape by providing innovative and scalable solutions. Their team has extensive experience working with public and private sector clients, ensuring robust cybersecurity measures and effective digital strategies.

a. The consultant must provide regular project status updates and attend weekly or bi-weekly meetings with the organization's project management team.

To maintain momentum and alignment with our clients, employees, and subcontractors, KLSA will provide regular project status updates that detail progress, risks, and milestones, ensuring stakeholders are informed and engaged throughout the project lifecycle. Weekly or bi-weekly meetings with the organization's project management team will provide opportunities to refine priorities, address challenges, and align on the next steps. This iterative communication process ensures risks are mitigated early, fostering confidence in project outcomes. We utilize a variety of tools like Micro

b. Submit a detailed final report summarizing findings, recommendations, implementation results, and lessons learned.

At the conclusion of the project, KLSA will deliver a detailed final report summarizing findings, actionable recommendations, implementation results, and lessons learned. This report, developed using the outcome-driven framework of the APEX™ model, will provide a comprehensive evaluation of the project's success and offer clear guidance for sustaining improvements over time.

c. Adhere to agreed project deadlines and deliver all required documentation in a timely manner.

KLSA's PMO functions as a dedicated back-office advisory team, providing centralized support to ensure all project deliverables are completed on time and meet quality expectations. Leveraging real-time dashboards and performance-tracking tools, we maintain continuous oversight of project timelines, milestones, and dependencies. These tools enable us to identify potential bottlenecks early and implement corrective actions to keep the project on track.

Our PMO team, along with the Project Manager will manage the seamless flow of communication and documentation between stakeholders, ensuring that all required reports and deliverables are reviewed, finalized, and submitted according to agreed-upon deadlines. By maintaining transparency and prioritizing efficient workflows, KLSA guarantees the timely delivery of high-quality project documentation, including status updates, interim deliverables, and the final comprehensive report.

5.3.3 Budget and Cost Estimate

a. Provide a comprehensive cost breakdown for the services, including consultancy fees, software licensing costs (if applicable), and any other anticipated expenses.

KLSA ensures complete transparency in pricing by providing a detailed cost breakdown tailored to the scope of work. This breakdown includes consultancy fees, software licensing costs (if applicable), and any other anticipated expenses such as travel, administrative support, or project-specific tools. Each cost component is carefully itemized to provide clients with a clear understanding of how resources will be allocated and utilized throughout the project.

b. Offer flexible pricing structures, such as time and materials or fixed-price contracts, depending on the scope of work.

To meet diverse project needs, KLSA offers flexible pricing structures. For projects with well-defined deliverables and timelines, we provide fixed-price contracts, ensuring predictability and alignment with the client's budget. For projects with evolving requirements or variable scopes, we recommend time-and-materials contracts, which allow for adaptability while maintaining cost control. These pricing options ensure our clients have the flexibility and clarity needed to make informed decisions and achieve project success.

5.3.4 Data Strategy and Management

To create an expansive data management strategy, we follow a streamlined approach, creating a roadmap from visioning to delivery. This approach streamlines the data management activities throughout the program lifecycle and tracks them to the

deliverable. The image below demonstrates the phases of building an effective data management strategy.

a. Data Quality Controls

Data Strategy and Roadmap Approach

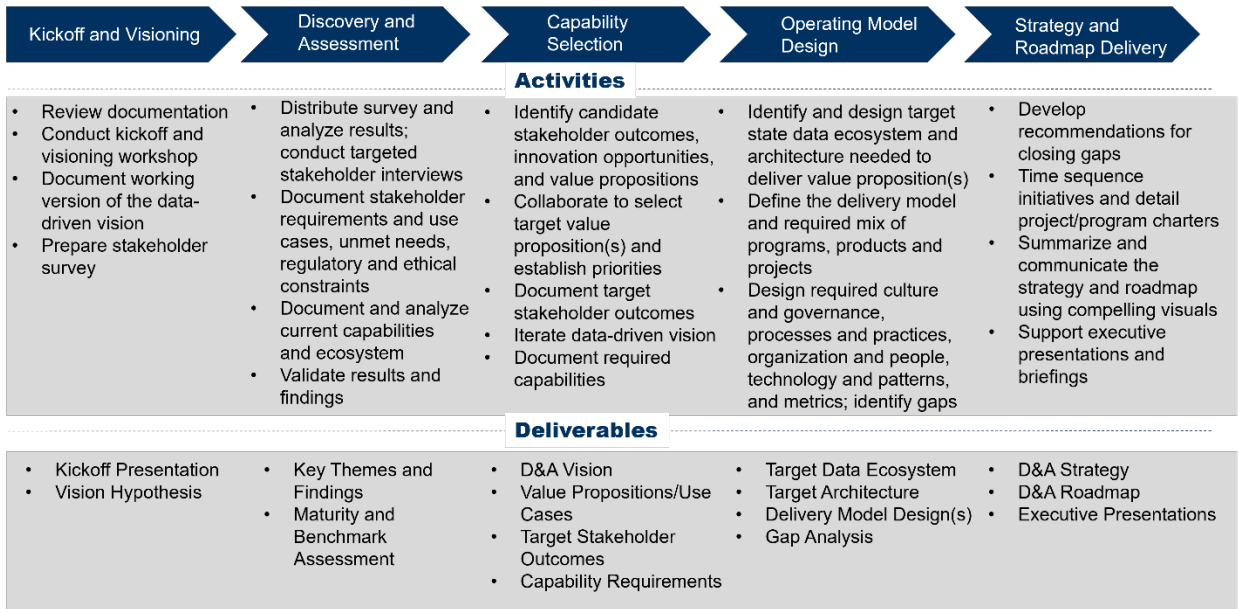


Figure 6: Data Strategy and Management Approach

1. The consultant must implement measures to ensure the integrity and accuracy of data utilized in AI models.

KLSA ensures the integrity and accuracy of data used in AI models by implementing a combination of automated and manual quality checks. These measures are designed to identify and correct anomalies, inconsistencies, and missing values throughout the data lifecycle. By securing data pipelines, we ensure that datasets remain unaltered during processing, safeguarding their reliability for use in AI applications.

2. Establish data validation processes to identify and address inaccuracies or inconsistencies.

To further support data integrity, KLSA establishes robust validation processes that assess data quality before integration into AI models. These processes include schema checks, range verifications, and cross-referencing with trusted sources to identify and rectify inaccuracies. Validation continues throughout the model's lifecycle, ensuring ongoing consistency and reliability as new data is introduced.

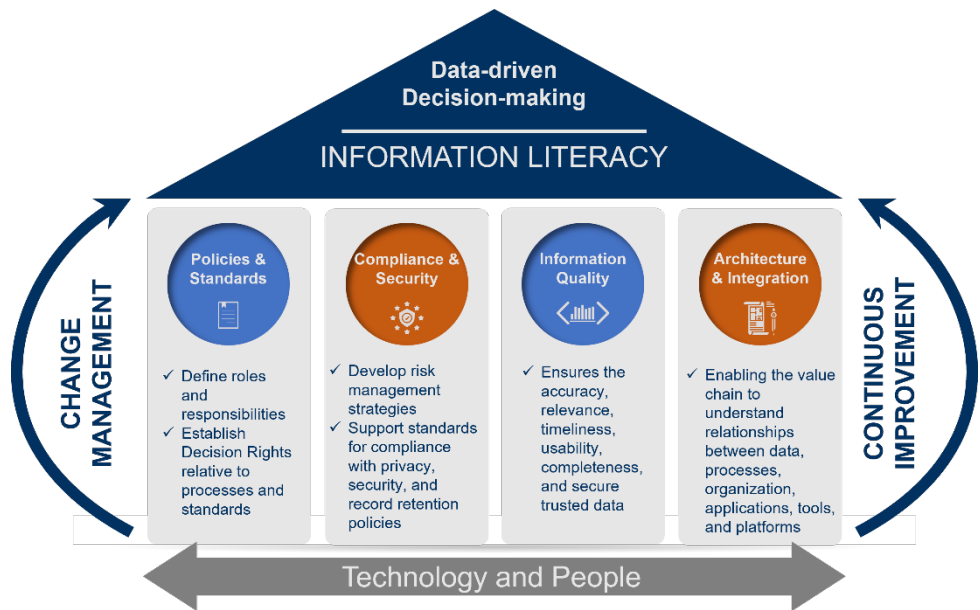
3. Define data enrichment procedures to enhance dataset quality.

To enhance the quality and utility of datasets, KLSA employs data enrichment procedures such as augmentation, normalization, and the integration of supplemental datasets. These techniques improve the comprehensiveness of data inputs, reduce potential biases, and strengthen the analytical capabilities of AI models, ultimately leading to more accurate and ethical decision-making.

b. Data Governance Framework:

1.Outline a comprehensive governance strategy that includes policies for data ownership, usage rights, and data stewardship roles.

KLSA’s comprehensive data governance framework provides a structured strategy to manage and safeguard data, enabling informed decision-making while maintaining transparency and regulatory compliance. This framework integrates policies, standards, and processes to ensure robust oversight of data ownership, usage, and stewardship.



To establish clear governance policies, KLSA defines roles and responsibilities for data stewardship, delineates data ownership rights, and outlines appropriate usage guidelines. These policies are designed to empower stakeholders with decision-making authority while maintaining alignment with organizational goals and regulatory requirements.

2. The consultant should facilitate compliance with public sector regulations by providing clear governance documentation.

In alignment with public sector regulations, KLSA delivers clear governance documentation that details data management practices, privacy measures, and compliance protocols. This documentation supports accountability and ensures that all data handling activities adhere to applicable legal and ethical standards.

3. Define processes for version control and data lineage tracking to maintain transparency in data handling.

Additionally, KLSA incorporates processes for version control and data lineage tracking, which provide transparency and traceability in data management. By maintaining a comprehensive record of data sources, transformations, and usage history, we ensure the integrity and reliability of data assets throughout their lifecycle.

This governance strategy, reinforced by the principles of information literacy and continuous improvement, enables organizations to confidently manage data as a strategic asset, supporting secure, accurate, and informed decision-making.

c. Data Privacy Assurance:

1. Ensure adherence to data privacy laws, including GDPR (if applicable) or relevant local legislation.

KLSA is committed to ensuring strict adherence to data privacy laws and regulations, such as the General Data Protection Regulation (GDPR) and other applicable local legislation. Our approach ensures compliance through the integration of legal standards into all aspects of data handling and processing within the AI model lifecycle.

2. Propose methodologies for anonymizing and protecting sensitive information throughout the AI model lifecycle.

To protect sensitive information, KLSA implements robust methodologies for data anonymization and security. Techniques such as de-identification, encryption, and secure access protocols are applied to safeguard data while maintaining its utility for analysis. These protections are sustained throughout the AI model lifecycle, from data collection and training to deployment and maintenance, ensuring that privacy risks are minimized at every stage.

3. Create a protocol for obtaining and managing data consent where necessary.

KLSA will establish clear protocols for obtaining and managing data consent. These protocols include transparent communication with data subjects, providing detailed information about the purpose and scope of data collection, and ensuring consent is obtained and documented in compliance with relevant regulations. Our consent management process is designed to be auditable, ensuring that all stakeholder interactions meet the highest ethical and legal standards.

d. Data Security Protocols:

1. Implement and recommend data security measures, including encryption, access controls, and risk assessment practices.

KLSA prioritizes the protection of sensitive data by implementing a robust framework of security measures designed to safeguard information throughout its lifecycle. These protocols will include encryption of data at rest and in transit, role-based access controls to limit data exposure, and routine risk assessments to identify and address vulnerabilities proactively. These measures ensure the integrity and confidentiality of data used in AI systems while aligning with industry best practices.

2. Develop a response plan for data breaches or security incidents, specifying consultant responsibilities in these cases.

To address potential data breaches or security incidents, KLSA will develop a comprehensive response plan that clearly outlines consultant responsibilities and escalation procedures. This plan includes rapid containment strategies, forensic analysis to identify the breach's root cause, and timely communication with stakeholders to mitigate impact. Post-incident, KLSA will ensure lessons learned are integrated into improved security protocols to prevent recurrence.

3. Ensure secure data storage and backup practices are followed, protecting against data loss.

KLSA will enforce secure data storage and backup practices to protect against data loss. This includes the use of encrypted cloud or on-premise storage solutions, regular backups with multiple redundancies, and periodic verification of backup integrity. These practices

provide a reliable safeguard, ensuring data availability and resilience in the face of unforeseen events.

e. Ongoing Data Strategy Evaluation:

1. Include a plan for periodic evaluation and updates to the data strategy to adapt to new regulatory changes and technological advancements.

Our Data Strategy and Management Approach ensures that evaluation and monitoring are built into our framework. Continuous monitoring ensures data integrity, no loss of service, and scheduled plans and mitigation strategies for deployment and updates. Our practitioners are active in AI policy development, curriculum, and education design, and stay abreast of the evolving trends and technologies. As with many nascent technologies, the oversaturated AI marketplace requires continuous assessment to maintain alignment with the organization's vision.

2. Offer training or workshops for internal teams to manage and uphold the organization's data strategy post-consultation.

KLSA will provide comprehensive training sessions and workshops for internal teams that ensure they are well-equipped to manage and uphold the organization's data strategy after our consultation. For remote training, we will conduct interactive virtual workshops using video conferencing tools, ensuring all team members can participate regardless of their location. These sessions will include live demonstrations, Q&A segments, and digital resources for ongoing reference. For in-person training, KLSA will organize hands-on workshops at your premises, allowing for direct interaction and personalized guidance. These sessions may include practical exercises, group discussions, or printed materials to support learning.

5.3.5 Ethical AI Requirements

a. Ethical Framework Alignment

Our AI solutions are developed in strict accordance with established industry standards, such as the Institute of Electrical and Electronics Engineers (IEEE) Global Initiative on Ethics of Autonomous and Intelligent Systems and the AI principles set forth by the European Union and NIST. We conduct thorough assessments to ensure that all implementations align with your organization's specific ethical principles, such as transparency, accountability, and data privacy. Additionally, we prioritize ongoing evaluations to maintain compliance with emerging ethical standards.

To ensure fairness and inclusiveness, we employ a comprehensive framework incorporating best practices for mitigating bias across the AI lifecycle. This includes diverse and representative data sourcing, rigorous bias detection and remediation in model training, and stakeholder engagement to validate system outputs. We also integrate fairness metrics and employ algorithms designed to minimize disparate impacts across demographic groups. Our iterative review processes ensure that AI systems are inclusive and free from discriminatory outcomes, fostering equitable decision-making and user experiences.

b. Bias Detection and Mitigation

To address bias effectively, KLSA will establish robust methods for identifying and reducing bias in both training data and algorithms. This process begins with a comprehensive data audit to ensure the representativeness of datasets, identifying

imbalances or anomalies that may lead to skewed outcomes. Using fairness metrics, we evaluate the presence of bias during algorithm development.

- **Algorithmic Bias:** The performance (accuracy) of an algorithm is not uniformly distributed but is much higher for certain input than for other input. Algorithmic bias is an issue when algorithms are used on human subjects and the people using the algorithm results are not aware of the bias.
- **Selection Bias:** When a researcher chooses who to represent in the dataset. The dataset is based on non-random sample selection.
Ex: Measuring the effects of COVID on women in the workforce but only selecting women between the age of 55 to 65.
- **Measurement Bias:** Choosing or collecting features or labels to use in predictive models. Data that's easily available is often a noisy proxy for the actual features or labels of interest.

To mitigate these issues, we will apply preprocessing techniques like re-sampling, re-weighting, and synthetic data generation, ensuring balanced representation. Regular algorithmic audits and penetration testing will also be conducted to identify and correct any biases.

Ongoing monitoring is critical to maintaining fairness throughout the deployment and operation of the AI system. We deploy systems to continuously evaluate outputs against predefined fairness benchmarks and track performance across diverse demographics and scenarios. Additionally, we will establish feedback loops with stakeholders to review flagged cases and refine the system as needed. These periodic bias reviews will ensure the integration of updated datasets and adherence to evolving standards.

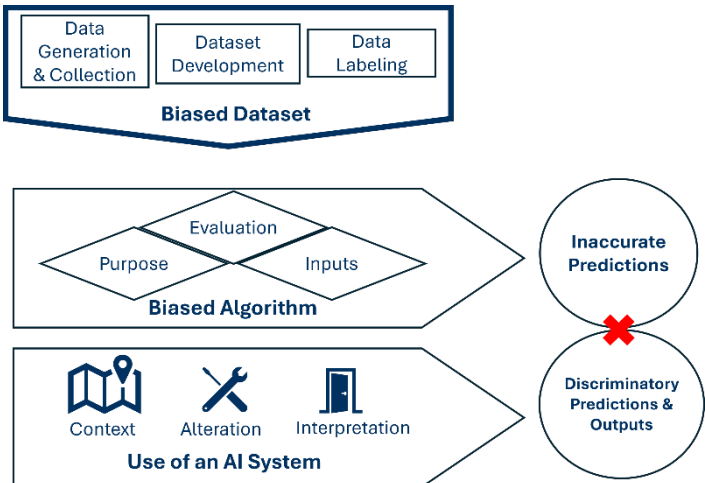


Figure 7: Hazards of Bias in an AI System

c. Transparency Protocols

To promote transparency, we will implement protocols that ensure AI models are understandable and build decision-making processes that are accessible to stakeholders. KLSA applies explainable AI (XAI) techniques that provide clear and interpretable insights into how the models function and generate outcomes. Stakeholders will have access to detailed information about the factors influencing decisions, fostering trust and accountability.

Our Project Manager works with stakeholders and our SMEs to design a comprehensive documentation process that provides insights into the AI system. This will include detailed records of data sources, code and algorithms, and model outputs. Documentation will be regularly updated to reflect any changes or improvements made to the system, ensuring

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stakeholders have access to current and accurate information. These protocols will create a transparent framework that supports ethical AI use and informed decision-making.

d. Accountability Measures

To ensure responsible AI development and use, KLSA will establish clear accountability measures to track actions, decisions, and changes made to the model throughout its lifecycle. This includes maintaining a comprehensive change log that documents updates to the AI system, such as modifications to algorithms, datasets, or parameters. Each decision or action taken during development and deployment will be traceable to promote transparency and accountability.

Additionally, KLSA will implement robust auditing mechanisms to verify compliance with ethical standards. Regular audits will assess the AI system's performance, adherence to established guidelines, and alignment with principles of fairness, transparency, and ethics. These audits will be conducted using standardized tools and frameworks, providing stakeholders with verifiable evidence of the system's integrity.

e. Impact Assessments

KLSA conducts regular ethical impact assessments to evaluate the societal, cultural, and operational impacts of the AI system. These assessments will help identify potential risks, unintended consequences, and areas for improvement by examining how the system interacts with diverse populations and operational contexts. KLSA will analyze the system's training data, input data, and output results for biases, imbalances, or inaccuracies. Incorporating these evaluations into the AI lifecycle ensures that ethical considerations remain a central focus.

To address findings from these assessments, we will implement a structured framework for corrective actions. This framework will prioritize issues based on their severity and scope, with clear timelines and accountability for resolution. We collaborate with stakeholders to review and validate corrective actions to ensure alignment with ethical principles and organizational values.

APPENDIX A.1
Pricing for TXShare Cooperative Purchase Program Participants

6. Pricing

Proposed Pricing RFP No. 2025-023			
Pricing Format Request Example			
Respondent Name: K.L. Scott & Associates, LLC. (KLSA)			
Artificial Intelligence (AI) Consultancy Services			
Item	Description	Price	Conditions
1	Program Manager	\$ 185.00	Hourly rate will be increased 3% on an annual schedule. Rate does not include Travel
2	Project Manager	\$ 125.00	Hourly rate will be increased 3% on an annual schedule. Rate does not include Travel
3	Product Lead / Manager	\$ 200.00	Hourly rate will be increased 3% on an annual schedule. Rate does not include Travel
4	Senior Technical Lead	\$ 150.00	Hourly rate will be increased 3% on an annual schedule. Rate does not include Travel
5	AI Engineer I	\$ 120.00	Hourly rate will be increased 3% on an annual schedule. Rate does not include Travel
6	AI Engineer II	\$ 135.00	Hourly rate will be increased 3% on an annual schedule. Rate does not include Travel
7	AI Engineer III	\$ 175.00	Hourly rate will be increased 3% on an annual schedule. Rate does not include Travel
8	Data Analyst	\$ 120.00	Hourly rate will be increased 3% on an annual schedule. Rate does not include Travel
9	Senior Data Analyst	\$ 135.00	Hourly rate will be increased 3% on an annual schedule. Rate does not include Travel
10	Data Visualization Analyst	\$ 140.00	Hourly rate will be increased 3% on an annual schedule. Rate does not include Travel
11	AI Subject Matter Expert	\$ 185.00	Hourly rate will be increased 3% on an annual schedule. Rate does not include Travel
12	AI Policy and Security Consultant	\$ 175.00	Hourly rate will be increased 3% on an annual schedule. Rate does not include Travel
13	Research Analyst	\$ 110.00	Hourly rate will be increased 3% on an annual schedule. Rate does not include Travel
14	AI & Data Architect	\$ 150.00	Hourly rate will be increased 3% on an annual schedule. Rate does not include Travel
15	Senior Architect	\$ 175.00	Hourly rate will be increased 3% on an annual schedule. Rate does not include Travel
16	QA Engineer	\$ 120.00	Hourly rate will be increased 3% on an annual schedule. Rate does not include Travel
17	Senior Cloud Engineer	\$ 135.00	Hourly rate will be increased 3% on an annual schedule. Rate does not include Travel
18	Technical Writer	\$ 110.00	Hourly rate will be increased 3% on an annual schedule. Rate does not include Travel
19	UI/UX Design Consultant	\$ 120.00	Hourly rate will be increased 3% on an annual schedule. Rate does not include Travel
20	Organizational Change Management SME	\$ 175.00	Hourly rate will be increased 3% on an annual schedule. Rate does not include Travel
21	Management Consultant I	\$ 120.00	Hourly rate will be increased 3% on an annual schedule. Rate does not include Travel
22	Management Consultant II	\$ 140.00	Hourly rate will be increased 3% on an annual schedule. Rate does not include Travel
23	Management Consultant III	\$ 175.00	Hourly rate will be increased 3% on an annual schedule. Rate does not include Travel
24	Management Consultant IV	\$ 200.00	Hourly rate will be increased 3% on an annual schedule. Rate does not include Travel
25	Management Consultant V	\$ 250.00	Hourly rate will be increased 3% on an annual schedule. Rate does not include Travel
26	Management Consultant VI	\$ 300.00	Hourly rate will be increased 3% on an annual schedule. Rate does not include Travel
27	Management Consultant VII	\$ 350.00	Hourly rate will be increased 3% on an annual schedule. Rate does not include Travel
28	Management Consultant VIII	\$ 400.00	Hourly rate will be increased 3% on an annual schedule. Rate does not include Travel
29	Software & Platforms (ex. AWS Bedrock, Azure, OpenAI, Tableau, Qualtrics, STATA, Esber Policy Management, etc.)	Variable	This cost will be based on the platform each organization uses and the volume of AI transactions, storage, AI training required and duration of commitment for cloud services. Additional, software requirements will be dependent upon number of licenses and functional use. KLSA will work with each organization to minimize the financial impact for software.
30	Travel - Consultant	\$500 - \$2500	This cost will be dependent upon the location, duration and scheduling of the travel. KLSA will work with each organization to minimize the financial impact due to travel by leveraging local resources to the client organization and build a hybrid virtual/onsite engagement approach.
31	Training - Virtual 1 day	\$ 10,000.00	Includes training materials preparation, training conducted, and post-training activities.
32	Training - Virtual 1/2 day	\$ 7,500.00	Includes training materials preparation, training conducted, and post-training activities.
33	Training - Onsite 1 day	\$ 10,000.00	Includes training materials preparation, training conducted, and post-training activities.
34	Training - Onsite 1/2 day	\$ 15,000.00	Includes training materials preparation, training conducted, and post-training activities.
35	Print Media & Handouts		
Contractors shall provide additional related services at catalog price less:		up to 5%	KLSA will work with each procuring organization and provide discounts of each rate from 0% - 5% when appropriate based on scope, value, and impact. Additional, discounts may be applied on a case by case basis.

APPENDIX A.2
Service Area Designation Forms

EXHIBIT 1: SERVICE DESIGNATION AREAS

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

(Exhibit 1 continued on next page)

(Exhibit 1 continued)

Nationwide Service Area Designation or Identification Form							
Proposing Firm Name:	K.L. Scott and Associates, LLC						
Notes:	<p>Indicate in the appropriate box whether you are proposing to provide service to all Fifty (50) States.</p> <table border="1"> <tr> <td>Will service all fifty (50) states</td> <td>Will not service fifty (50) states</td> </tr> <tr> <td align="center"><input checked="checked" type="checkbox"/></td> <td align="center"><input type="checkbox"/></td> </tr> </table> <p>If you are not proposing to service to all fifty (50) states, then designate on the form below the states that you will provide service to. By designating a state or states, you are certifying that you are willing and able to provide the proposed goods and services in those states.</p> <p>If you are only proposing to service a specific region, metropolitan statistical area (MSA), or City in a State, then indicate as such in the appropriate column box.</p>			Will service all fifty (50) states	Will not service fifty (50) states	<input checked="checked" type="checkbox"/>	<input type="checkbox"/>
Will service all fifty (50) states	Will not service fifty (50) states						
<input checked="checked" type="checkbox"/>	<input type="checkbox"/>						
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

Nitin Mistry

Name of Authorized Person

K.L. Scott & Associates, LLC.

Name of Company

5/13/2025

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

Chief Strategy Officer & Partner

Title

K.L. Scott & Associates, LLC.

Agency

5/13/2025

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

Nitin Mistry

 Name of Authorized Person

K.L. Scott & Associates, LLC.

 Name of Company

5/13/2025

 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

Nitin Mistry

Name of Authorized Person

K.L. Scott & Associates, LLC.

Name of Company

5/13/2025

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

Nitin Mistry

Name of Authorized Person

K.L. Scott & Associates, LLC.

Name of Company

5/13/2025

Date

APPENDIX E
DEBARMENT CERTIFICATION

_____Nitin Mistry_____being duly (Name of certifying official)
sworn or under penalty of perjury under the laws of the United States, certifies that neither

____Keith Scott, Tony Tolliver, Adrian Atkinson, Nitin Mistry_____, 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
Chief Strategy Officer & Partner

Title
5/13/2025

Date of Certification

Form 1734
Rev.10-91
TPFS