

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

Mission Critical Partners, LLC ("Contractor")
690 Grays Woods Blvd, Ste 100
Port Matilda, PA 16870

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:

Mission Critical Partners, LLC

Attn: Darrin Reilly, President and CEO

690 Grays Woods Blvd, Ste 100

Port Matilda, PA 16870

Phone: 888-862-7911

Email: contracts@missioncriticalpartners.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.

Mission Critical Partners, LLC

North Central Texas Council of Governments



5/14/2025

SignatureDate

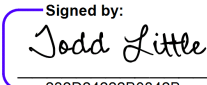
John L. Spearly

Printed Name

Director of Contract Administration

Title

Signed by:



6/1/2025

SignatureDate

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Todd Little

Executive Director

APPENDIX A
Statement of Work

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

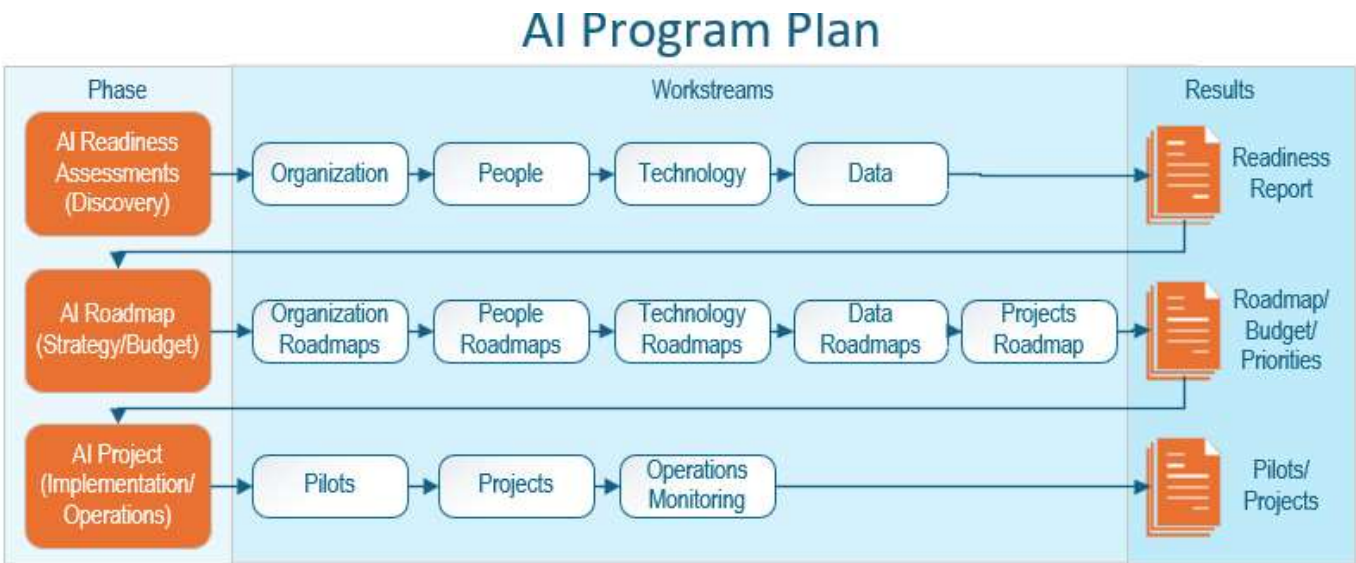
5: Technical Proposal

MCP is dedicated to collaborating with NCTCOG to deliver tailored, innovative, and ethical AI solutions that align with the organization’s strategic objectives. We aim to address technical and organizational challenges through a comprehensive and structured approach while fostering innovation, operational efficiency, and long-term sustainability in AI adoption.

This technical proposal outlines our deep expertise in AI strategy, governance, and integration and our proven methodologies for delivering measurable outcomes. The subsequent sections highlight our objectives, scope of work, and approach to ensuring successful project execution. MCP’s commitment to delivering value-driven, compliant, and scalable AI solutions ensures that NCTCOG is equipped to harness the transformative potential of AI to meet its immediate and long-term goals.

5.1: Objectives

MCP is committed to partnering with the NCTCOG and its clients to define, design, and implement comprehensive AI solutions that align with NCTCOG’s objectives and the objective of the specific client projects. We leverage a collaborative approach to address technical and organizational challenges while fostering innovation and long-term sustainability in AI adoption.



Many of these objectives are detailed in the following content. Through our expertise in AI strategy, governance, and integration, we will:

- **Assess and Identify Opportunities:** Analyze current organizational processes across departments, identifying specific opportunities for impactful AI integration.
- **Recommend Tailored Solutions:** Propose AI tools, frameworks, and applications tailored to address unique organizational needs and challenges.
- **Develop Data Strategy and Roadmap:** Create a robust data strategy that ensures data quality, governance, privacy, and security, forming the foundation for a sustainable AI roadmap.
- **Strategic Implementation Planning:** Design a comprehensive strategic roadmap, including governance structures, clear timelines, milestones, and deliverables, to guide AI implementation.
- **Ensure Legal and Ethical Compliance:** Align all AI initiatives with legal and regulatory standards, such as FOIA and relevant grant, state, and federal regulations, while establishing technical, administrative, and policy controls for ethical and secure AI use.
- **Build Capacity and Knowledge Transfer:** Empower internal teams through targeted training and knowledge transfer programs, ensuring effective use and adoption of AI tools organization wide.

- **Demonstrate Long-Term Value:** Quantify AI's value to the organization by building business cases for immediate and future investments, promoting sustained commitment to AI innovation.
- **Support Implementation and Scaling:** Guide pilot and full-scale AI implementations while providing ongoing training to enable sustainable, in-house AI operations.
- **Incorporate a Future-Ready Roadmap:** Deliver a 5-year AI roadmap that provides strategic guidance for future AI development, ensuring adaptability and continued organizational growth.

Our tailored approach ensures that NCTCOG and its clients achieve their stated objectives, unlocking AI's full potential to drive operational efficiency, innovation, and public service excellence.

5.2: Scope of Work

MCP will deliver a comprehensive suite of services to guide the client through its AI transformation journey. This includes developing a tailored AI strategy aligned with departmental needs and the organization's 5-year vision, conducting detailed feasibility studies to identify and prioritize high-value AI use cases, and designing scalable AI solutions. MCP will ensure compliance with external regulations and internal policies while adhering to ethical guidelines and public sector requirements.

As needed, the engagement may involve implementing pilot projects, evaluating outcomes, and refining solutions, focusing on seamless integration and scalability across the organization. To build long-term capacity, MCP will provide targeted training, facilitate innovation workshops, and establish knowledge transfer plans to empower internal teams to independently manage and sustain AI solutions. This holistic approach will enable the organization to achieve measurable outcomes, foster a culture of innovation, and maintain AI solutions effectively in the future.

Below is a sample of MCP's approach to the tasks outlined, as well as suggested methodologies, deliverables, and key benefits. As part of the supplemental agreement, these will be tailored to the specific client project needs.

5.2.1: AI Strategy Development

At MCP, we understand that developing an AI strategy is not a one-size-fits-all endeavor. Our AI Strategy Development service delivers a structured, collaborative approach designed to address the unique challenges of each department, enhance organizational efficiency, and align with your long-term vision. MCP helps organizations harness AI's transformative potential with confidence and clarity by focusing on actionable insights and tailored solutions.

This service culminates in a Comprehensive AI Strategy Report that serves as a roadmap for your AI journey, ensuring that every step aligns with your organizational mission, objectives, and values.

a. Departmental Collaboration and Use Case Development

- **Objective:** Collaborate with individual departments to identify and prioritize AI opportunities that align with organizational and departmental goals.
- **Methodology:**
 - Host targeted workshops with stakeholders to uncover pain points, challenges, and potential opportunities where AI can make a measurable impact.
 - Analyze departmental objectives and workflows to pinpoint inefficiencies or gaps where AI-powered solutions could drive operational improvements.
 - Develop a prioritized portfolio of use cases to focus efforts where they will deliver the most value.
- **Deliverable:** A tailored AI Use Case Portfolio for each department, highlighting actionable opportunities, anticipated benefits, and implementation feasibility.

b. Comprehensive Needs Assessment

- **Objective:** Build a holistic understanding of your current processes, challenges, and AI readiness, laying the foundation for a seamless transformation.
- **Methodology:**

- Host structured interviews and administer targeted surveys with leadership, key stakeholders, and staff to gather comprehensive insights into organizational goals and challenges.
- Conduct a detailed AI Readiness Assessment to evaluate data availability, infrastructure capabilities, talent readiness, and governance frameworks.
- Map existing processes and workflows systematically to identify inefficiencies and uncover opportunities for automation or optimization.
- Define the measurable value AI can deliver, focusing on cost savings, operational efficiency improvements, and enhanced decision-making capabilities
- **Deliverable:** A Needs Assessment Report summarizing:
 - Current state analysis.
 - Identified gaps and challenges.
 - Value propositions for AI integration.

c. Development of a Long-Term AI Strategy

- **Objective:** Develop a comprehensive AI strategy aligned with the organization's strategic plan and 5-year vision, ensuring clear objectives, actionable initiatives, and measurable outcomes are defined to drive sustained progress.
- **Methodology:**
 - Develop a strategic roadmap for AI adoption that includes clearly defined milestones, prioritized initiatives, and a comprehensive assessment of required resources.
 - Ensure the AI strategy is fully aligned with broader organizational objectives, supporting key initiatives such as sustainability, inclusivity, and innovation.
 - Identify and document critical enablers for successful implementation:
 - Technology: Evaluate and recommend infrastructure, platforms, and tools to support AI capabilities.
 - People: Develop training, change management strategies, and cultural initiatives to foster AI readiness.
 - Processes: Establish governance structures, ethical AI frameworks, and operational integration plans.
 - Conduct a thorough risk assessment to identify potential challenges in AI implementation and define actionable mitigation strategies to ensure a smooth and effective rollout.
- **Deliverable:** A Comprehensive AI Strategy Report including:
 - Vision and goals for AI adoption.
 - Detailed 5-year roadmap with milestones and timelines.
 - Recommendations for organizational, technological, and workforce readiness.

This service ensures your organization has a clear, actionable strategy to harness AI's transformative potential.

5.2.2: Feasibility Study and Use Case Identification

Our Feasibility Study and Use Case Identification service evaluates potential AI opportunities, ensures compliance, and prioritizes high-impact, actionable use cases tailored to your organization's goals and constraints. This comprehensive service results in a **Feasibility and Use Case Report** that guides data-driven decision-making and ensures readiness for AI implementation. The AI Strategy Development service overlaps with this service, as these can be offered independently.

a. Use Case Identification and Feasibility Analysis

- **Objective:** Explore potential AI applications, evaluate their practicality, and determine their value.
- **Methodology:**
 - Conduct **workshops with stakeholders** to brainstorm AI use cases aligned with organizational goals.
 - Assess feasibility using technical complexity, resource availability, and organizational readiness.
 - Quantify potential value (e.g., cost savings, efficiency improvements, and enhanced decision-making).

- **Deliverables:** A list of **Potential AI Use Cases** with feasibility ratings (high, medium, low) and estimated value.

b. Compliance Requirements Documentation

- **Objective:** Ensure all identified use cases comply with external regulations and internal policies.
- **Methodology:**
 - Review applicable regulations (e.g., GDPR, Health Insurance Portability and Accountability Act (HIPAA), Criminal Justice Information Systems (CJIS), or industry-specific standards).
 - Conduct **policy alignment checks** to verify internal compliance with data handling, security, and ethical standards. Document compliance requirements for each use case.
- **Deliverable:** **Compliance Requirements Matrix** detailing external and internal obligations for each use case.

c. Pros, Cons, and Risk-Benefit Analysis

- **Objective:** Provide a clear, balanced view of the potential advantages and risks for each use case.
- **Methodology:**
 - Develop a **SWOT analysis** (Strengths, Weaknesses, Opportunities, Threats) for each use case.
 - Identify specific risks, such as data limitations, ethical concerns, or technical challenges, alongside proposed mitigation strategies.
 - Quantify benefits using key metrics (e.g., return on investment (ROI), efficiency, or risk reduction).
- **Deliverable:** Detailed **Risk-Benefit Analysis** for each identified use case.

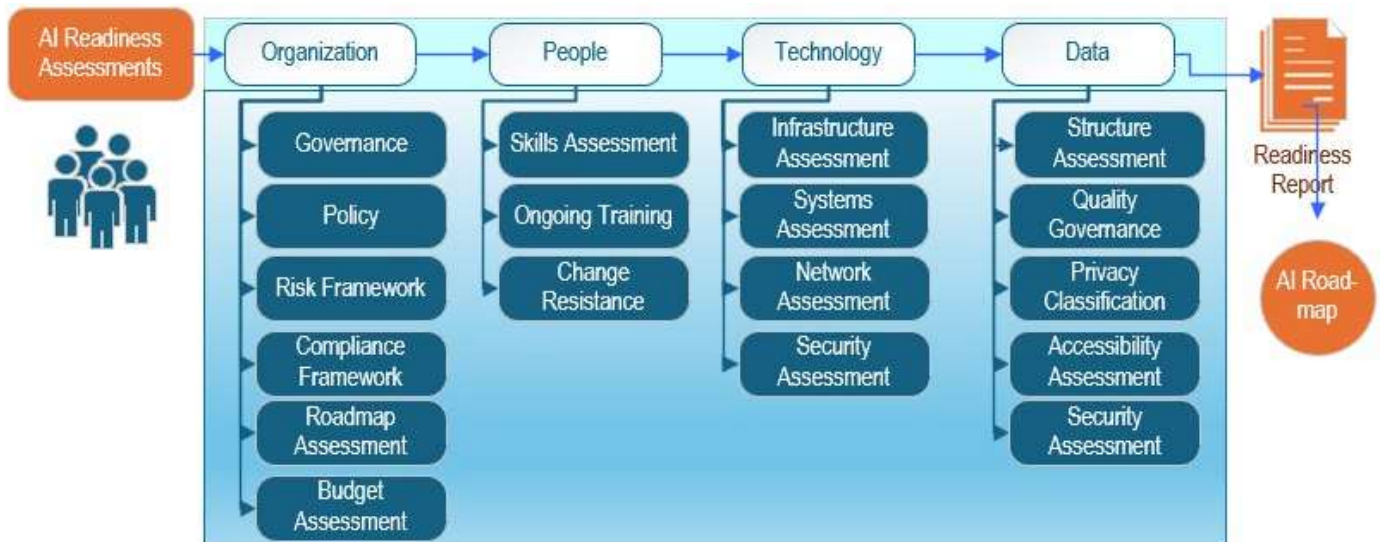
d. Data Strategy Considerations

- **Objective:** Ensure data readiness and alignment with AI use case feasibility.
- **Methodology:**
 - Assess **data quality** to ensure completeness, accuracy, and consistency.
 - Review **data governance policies** to confirm compliance, security, and ethical use.
 - Evaluate **data integration readiness** with existing systems and processes.
- **Deliverable:** A **Data Strategy Assessment** summarizing data strengths, gaps, and integration recommendations.

e. Use Case Prioritization

- **Objective:** Identify high-impact use cases that balance value and ease of deployment.
- **Methodology:**
 - Use a **prioritization matrix** to evaluate use cases based on:
 - **Impact:** Potential value, alignment with goals, and stakeholder benefits.
 - **Ease of Deployment:** Technical feasibility, resource requirements, and time-to-deploy.
 - Engage stakeholders to validate priorities and refine rankings.
- **Deliverable:** A Prioritized Use Case Roadmap highlighting short-term, mid-term, and long-term opportunities.

This service equips your organization with the clarity, confidence, and strategic direction needed to implement AI use cases effectively and ethically.



5.2.3: AI Solution Design and Roadmap

Our **AI Solution Design and Roadmap** service delivers tailored, compliant, and ethically aligned AI solutions supported by a comprehensive roadmap for successful implementation. As needed, this offering includes regulatory compliance research, AI model design, cost analysis, and governance planning to ensure the AI solutions meet your organization's goals while adhering to all necessary guidelines.

a. Compliance Research and Documentation

- **Objective:** Ensure AI solutions comply with external regulations and internal policies.
- **Methodology:**
 - Research relevant **external compliance requirements**, including the Freedom of Information Act, grant-specific requirements, and applicable local, state, and federal regulations and policies.
 - Review **internal compliance policies** such as administrative controls, technical safeguards, and policy frameworks for the safe use of AI.
 - Document compliance needs and provide actionable recommendations for integration into the AI solution design.
- **Deliverable: Comprehensive Compliance Report**—A detailed report outlining all external and internal compliance requirements.

b. AI Solution Design

- **Objective:** Develop tailored AI models, frameworks, or tools for the selected use cases.
- **Methodology:**
 - Analyze use case requirements to identify appropriate AI methodologies (e.g., machine learning, natural language processing, or computer vision).
 - Design AI models using industry-standard frameworks and tools optimized for organizational needs.
 - Incorporate explainable AI (XAI) principles to ensure models are transparent and interpretable.
- **Deliverable: Custom AI Solution Design Document**—Detailed specifications for AI models, frameworks, or tools to be deployed.

c. Comprehensive Implementation Roadmap Development

- **Objective:** Provide a structured implementation plan for AI solutions.
- **Methodology:**

- Develop a governance framework defining oversight, decision-making roles, and risk management protocols.
- Create a detailed project timeline with milestones, resource allocations, and critical dependencies.
- Define Key Performance Indicators (KPIs) to measure project success (e.g., accuracy, cost savings, and operational improvements).

- **Deliverables: AI Implementation Roadmap**—A comprehensive document including governance structure, timelines, milestones, resource needs, and KPIs.

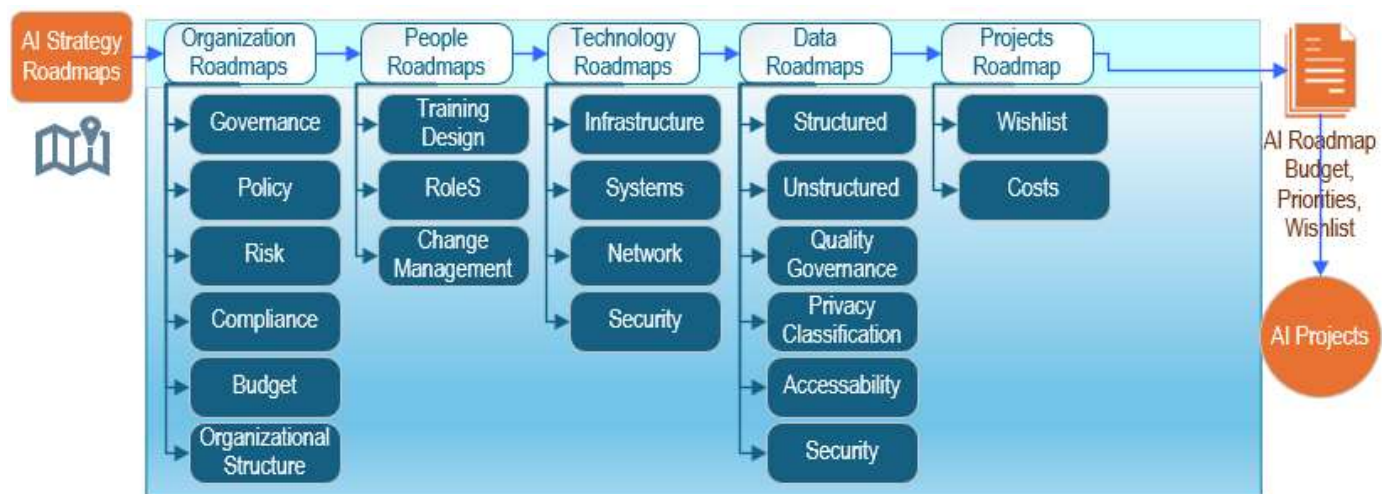
d. Cost Analysis for Proposed AI Solutions

- **Objective:** Provide a transparent and detailed cost evaluation for each AI solution.
- **Methodology:**
 - Calculate anticipated **development costs**, including data preparation, training, and testing expenses.
 - Estimate **cloud and compute costs** for hosting and running AI models, including storage, backup, and compute resources.
 - Identify required **licensing and subscription costs** for software, APIs, or frameworks.
 - Include ongoing maintenance and support costs.
- **Deliverables: Comprehensive Cost Analysis Report**—Detailed breakdown of costs associated with the proposed AI solutions.

e. Ethical and Regulatory Alignment

- **Objective:** Ensure that AI solutions adhere to ethical guidelines and regulatory standards.
- **Methodology:**
 - Align AI designs with public sector regulations, including GDPR (if applicable), data privacy laws, and internal data loss protection policies.
 - Incorporate ethical AI frameworks to ensure fairness, transparency, accountability, and inclusiveness in AI solutions.
 - Design solutions with built-in bias detection and mitigation mechanisms.
- **Deliverable: Ethical Compliance Report**—A summary of ethical considerations and alignment with relevant guidelines and regulations.

This service equips your organization with a robust and practical strategy to design, implement, and manage AI solutions effectively and ethically.



5.2.4: Pilot Testing and Implementation Support

Our **Pilot Testing and Implementation Support** service provides end-to-end guidance for deploying, evaluating, and scaling AI solutions. This service ensures smooth integration into organizational workflows while fostering adoption through targeted training and change management strategies.

a. Pilot Testing and Implementation Guidance

- **Objective:** Successfully deploy and test pilot AI solutions to validate feasibility and performance.
- **Methodology:**
 - Collaborate with stakeholders to define pilot goals, success metrics, and testing criteria.
 - Deploy AI solutions in a controlled environment, ensuring minimal disruption to existing workflows.
 - Monitor the pilot project's performance against Key Performance Indicators (KPIs), such as efficiency improvements, cost savings, or accuracy rates.
- **Deliverables:**
 - **Pilot Implementation Plan:** Outlining scope, objectives, roles, and responsibilities.
 - **Performance Metrics Dashboard:** Tracking real-time results during the pilot.

b. Stakeholder Collaboration for Pilot Evaluation

- **Objective:** Evaluate pilot projects, identify issues, and refine solutions to maximize value.
- **Methodology:**
 - Host **feedback sessions with stakeholders**, including end-users, to assess the pilot's effectiveness and usability.
 - Conduct **root cause analyses** to troubleshoot issues or bottlenecks encountered during the pilot.
 - Refine AI models or workflows based on findings to enhance performance and alignment with organizational needs.
- **Deliverables:**
 - **Pilot Evaluation Report:** Summary of pilot outcomes, feedback, and recommended adjustments.
 - **Refinement Plan:** Detailed plan for enhancing AI solutions based on pilot insights.

c. Post-Implementation Support

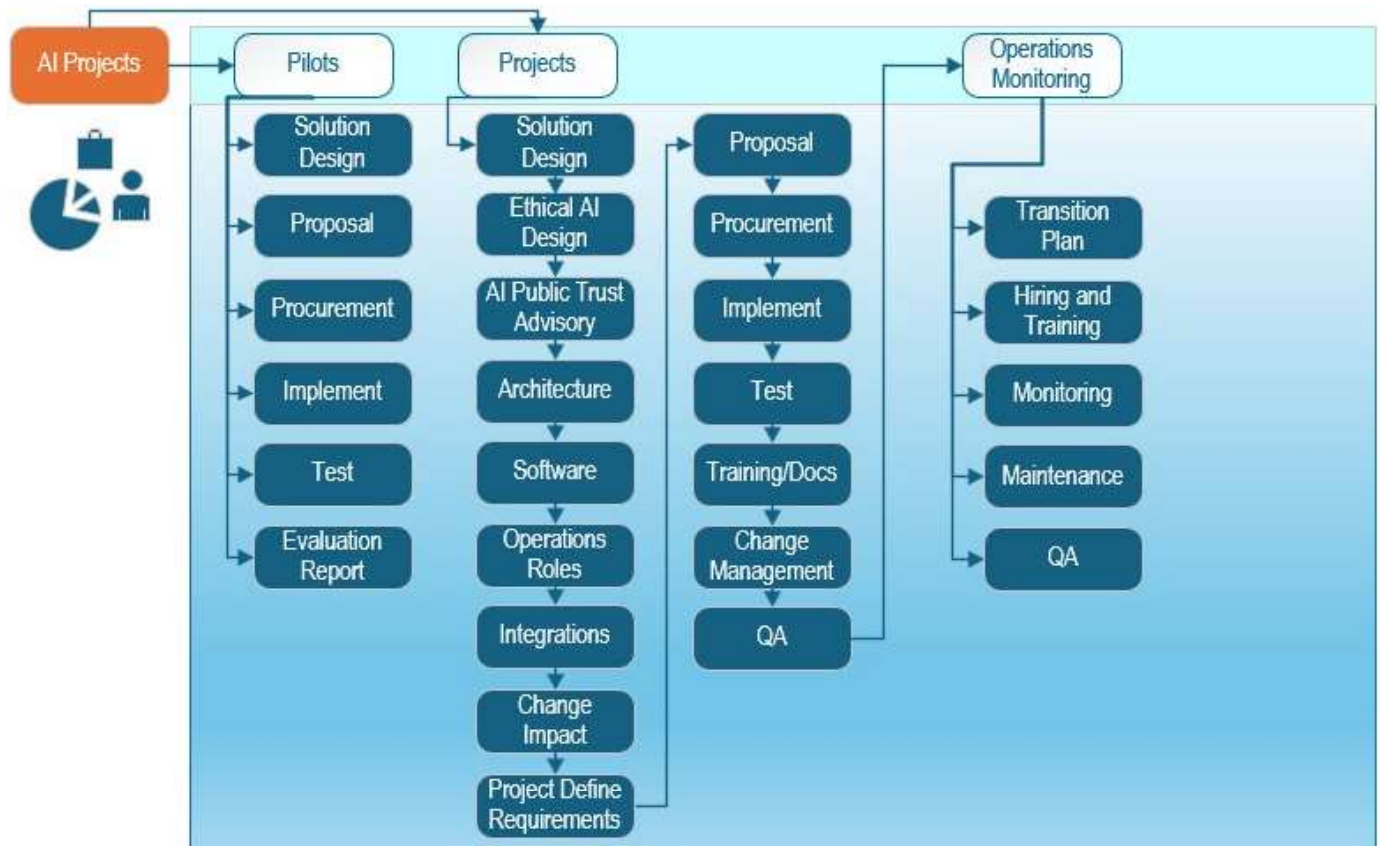
- **Objective:** Ensure smooth integration of AI systems and scalability across the organization.
- **Methodology:**
 - Provide technical assistance for integrating AI solutions with existing systems, ensuring compatibility and seamless operation.
 - Develop a **scaling roadmap** for rolling out AI solutions to other departments or use cases.
 - Offer on-demand support to address post-deployment issues and optimize system performance.
- **Deliverables:**
 - **System Integration Blueprint:** Guidance for seamless integration of AI systems.
 - **Scaling Roadmap:** Step-by-step plan for extending AI solutions organization-wide.

d. Training and Adoption Support

- **Objective:** Facilitate user adoption and organizational readiness for AI solutions.
- **Methodology:**
 - Conduct role-specific training sessions for end-users, IT staff, and leadership, tailored to the AI tools being implemented.
 - Develop training materials such as user guides, video tutorials, and FAQs to support ongoing learning.
 - Implement **change management strategies** to address resistance and encourage widespread adoption, including:
 - Communicating the benefits of AI solutions to stakeholders.
 - Providing leadership coaching to foster AI champions.

- **Deliverables:**
 - **Training Program and Materials:** Comprehensive resources for users and administrators.
 - **Adoption Support Plan:** Steps to build organizational AI fluency and long-term success.

This service enables your organization to deploy and scale AI solutions with confidence, ensuring stakeholder buy-in and delivering measurable outcomes.



5.2.5: Training, Adoption, and Capacity Building

Our **Training, Adoption, and Capacity Building** service ensures your organization develops the skills, knowledge, and culture needed to use and maintain AI solutions effectively. This offering is tailored to build internal expertise, foster innovation, and promote long-term sustainability for AI systems.

a. Training on AI Tools and Best Practices

- **Objective:** Equip staff with the skills and knowledge required to use AI tools effectively and efficiently.
- **Methodology:**
 - Develop **role-specific training modules** covering AI concepts, tool functionalities, and practical applications.
 - Conduct **interactive training sessions** (in-person or virtual) to provide hands-on experience with AI systems.
 - Provide ongoing support with **training materials** such as user manuals, quick reference guides, video tutorials, and FAQs.
- **Deliverables:**
 - **Comprehensive Training Curriculum:** Customized learning paths for staff at all levels.

- **Training Materials Library:** Easy-to-use resources for continued learning and reference.
- **Post-Training Assessment Reports:** Evaluation of staff proficiency and readiness.

b. Workshops to Build Internal AI Capabilities and Foster Innovation

- **Objective:** Empower teams to identify AI opportunities, develop innovative solutions, and build organizational capabilities.
- **Methodology:**
 - Facilitate **AI innovation workshops** that focus on brainstorming potential use cases and exploring creative applications of AI.
 - Conduct hands-on **capability-building sessions** to teach AI fundamentals, including data preparation, algorithm selection, and model evaluation.
 - Introduce **design thinking approaches** to encourage collaborative problem-solving and innovative thinking.
- **Deliverables:**
 - **Workshop Reports:** Summaries of ideas, action items, and follow-up recommendations.
 - **Internal Capability Assessment:** Evaluation of skills gaps and recommendations for continued development.
 - **Innovation Framework:** Guidance for fostering a culture of continuous improvement and creativity.

c. Knowledge Transfer Plan

- **Objective:** Ensure the organization can independently maintain and update AI systems for long-term sustainability.
- **Methodology:**
 - Develop a **knowledge transfer strategy** tailored to the organization's goals and resources.
 - Create a **maintenance and troubleshooting guide** for internal teams to manage AI systems post-deployment.
 - Provide **mentorship and coaching** to technical staff, transferring advanced knowledge and best practices.
 - Deliver a **handover plan** with detailed documentation of AI models, workflows, and key processes.
- **Deliverables:**
 - **Knowledge Transfer Plan:** Detailed roadmap for transitioning AI expertise to the organization.
 - **Technical Documentation Package:** Comprehensive system documentation and maintenance guides.
 - **Mentorship Reports:** Progress assessments and coaching summaries.

This service ensures your organization is equipped to maximize the benefits of AI while fostering a culture of self-reliance, innovation, and continuous learning.

5.3: Specifications and Requirements

5.3.1: Consultant Expertise and Qualifications

For additional details, please refer to the Key Personnel, References and Project-related Experience sections of this RFP.

With 15 years of experience in the public sector and public sector consulting, our company specializes in delivering innovative, practical solutions tailored to government agencies. We bring deep expertise in a broad range of technologies, including AI, machine learning, natural language processing, and computer vision, ensuring that our solutions address complex challenges with precision and impact. Recognized for our proficiency in ethics, data privacy, and security, particularly in the public sector, we are committed to aligning every project with strict compliance standards and ethical guidelines.

Our track record includes successfully developing technology-focused strategies and roadmaps and seamless project implementations that deliver measurable outcomes. We excel at working collaboratively with internal teams, bridging the gap between technical complexity and accessible communication to ensure stakeholders at all levels are engaged and empowered.

Our extensive understanding of public sector compliance and ethical standards, combined with our dedication to innovation, positions us as a trusted partner for organizations seeking to harness the transformative power of AI responsibly and effectively.

5.3.2: Data Security and Privacy Compliance

MCP is fully committed to meeting and exceeding all data security and privacy compliance expectations outlined in the RFP. We strictly adhere to all applicable federal, state, and local data privacy laws throughout every project phase. Our team brings extensive expertise in implementing solutions that align with data protection regulations, including GDPR (if applicable), NIST's AI Risk Management Framework (RMF), and equivalent local standards.

MCP also has existing contracts that require focused company-wide security policies and practices to ensure compliance with federal and state security standards, such as the FBI's CJIS SECPOL.

We will provide comprehensive documentation demonstrating how our AI solutions meet these regulatory requirements, emphasizing data governance, privacy, and secure handling practices. In addition, we implement robust security measures to protect sensitive information, including encryption, access controls, and continuous monitoring to safeguard against unauthorized access or breaches. Our proactive approach ensures that your organization's data integrity, confidentiality, and compliance are maintained at the highest standards, delivering both trust and operational excellence.

5.3.3: Project Management and Reporting

Project Management Framework

The Project Management Institute (PMI) framework has been used to develop our response to meeting your needs.

This industry standard is used by the project manager (PM) to promote a successful outcome and alignment with stakeholders' expectations throughout the project lifecycle. The PMI framework breaks the lifecycle down into four stages: Initiating, Planning, Executing/Monitoring, and Closing.

Initiating and Planning

MCP will verify needs and expected outcomes upon project initiation or kickoff to confirm scope, approach, and timing. After initiating the project and working closely with your team, MCP will develop a customized approach for your agency and stakeholders that drives the project from planning through completion. Depending on project complexity, this approach will be documented in a project work plan; a shorter, smaller plan may be developed based on the accepted scope of work. This scope/work plan will be submitted and reviewed for NCTCOG's approval before project execution. Subsections may include:

- Risk identification and response plan
- Communications plan for status and progress
- Resource needs and allocation plan
- Deliverable acceptance plan

Executing and Monitoring

MCP will execute the scope/work plan as documented and update you on progress, performance, and concerns, if any. We will conduct routine project reviews to validate plan alignment for client satisfaction and quality management. The project reviews will focus on:

- Scope (including requirements and quality control)
- Schedule (including planned vs. actual)
- Budget (including planned vs. actual)
- Deliverable and artifact reviews
- Ongoing risk reduction

- Ongoing issue resolution
- Readiness and transition for changes

These reviews and regular project updates will impact our continued execution, helping us mitigate potential risks and increase efficiency/performance. This approach to execution and monitoring results in an opportunity for overall greater success.

Project Management Tools

Depending on the project's complexity, MCP will manage and track project resources, assignments, and costs and maintain the schedule using a combination of manual and automated industry-recognized tools. MCP can adapt to client projects and communication tools, including Jira, Confluence, Smartsheet, Monday.com, Microsoft Project, Microsoft Teams, and many more.

Using these tools, the PM will be able to:

- Support efficient use of staff and SME resources
- Mitigate against staff being assigned more hours in each period than could be reasonably applied
- Monitor and compare hours planned or needed to complete a task against the hours assigned
- Validate content (this is reviewed by select project team members and other SMEs relative to the content)

This allows the PM to assign time and tasks in a balanced and reasonable fashion to identify pending shortfalls, rebalance staff assignments to accommodate and address the potential shortfall, if needed, and communicate changes in regular project meetings to align with your requirements and expectations.

5.3.4: Budget and Cost Estimates

Our company is dedicated to providing a transparent and comprehensive cost breakdown for the project, ensuring clarity and value at every stage. We will deliver a detailed budget that includes consultancy fees, software licensing costs (if applicable), and any other anticipated expenses required to execute the scope of work successfully. Each cost element and all assumptions will be thoroughly documented to clearly understand resource allocation.

We offer flexible pricing structures to accommodate your organization's needs, including time-and-materials or fixed-price contracts, depending on the project requirements and scope. This approach ensures both cost efficiency and adaptability, allowing us to align our services with your budgetary goals while maintaining the highest quality of delivery. Our commitment to cost transparency and flexibility underscores our focus on building a trusted, results-driven partnership.

MCP has a strong history of assisting clients with complex multi-million-dollar plans and budgets. We are often asked to assist the clients with continued budget management and cost estimation throughout implementation. Our experience includes many diverse funding and cost management methods, greatly benefiting our clients. We apply this experience to our proposed costs and work with clients to derive the maximum value from each consulting dollar.

5.3.5 Data Strategy and Management

MCP provides a full suite of data management services to ensure all solutions align with best practices in data strategy and management. Our approach maintains the quality, governance, privacy, and security of data throughout the lifecycle of projects. Below are our service offerings in each key area:

a. Data Quality Controls

- **Ensuring Data Integrity and Accuracy:** We implement robust measures to verify data integrity and accuracy, ensuring datasets are reliable. Methods include automated data audits, statistical consistency checks, and anomaly detection tools.
- **Data Validation Processes:** Validation pipelines identify inaccuracies or inconsistencies, using techniques such as cross-checking against reference datasets to highlight discrepancies.

- **Data Enrichment Procedures for Enhancing Dataset Quality:** MCP will define and execute comprehensive data-enrichment plans to enhance the quality and usability of datasets. This includes integrating external data sources, applying data cleaning, and optimizing datasets.

b. Data Governance Framework

- **Comprehensive Governance Strategy:** We design a governance framework that includes policies for data ownership and usage rights, clear definitions of roles and responsibilities for data stewardship ensuring accountability and ethical handling of data.
- **Regulatory Compliance Facilitation:** This includes producing governance documentation aligned with public sector regulations, ensuring compliance with laws such as the Freedom of Information Act (FOIA), GDPR, and local equivalents. Documentation includes guidelines for data sharing, retention, and usage.
- **Version Control and Data Lineage Tracking:** We implement processes for version control to track dataset updates and maintain transparency supporting audits and reproducibility.

c. Data Privacy Assurance

- **Adherence to Privacy Laws:** We ensure compliance with data privacy laws such as GDPR or applicable local legislation, integrating legal requirements into AI workflows. Regular privacy audits may be conducted to verify adherence.
- **Sensitive Data Protection:** Our methodology includes anonymization techniques, such as data masking and pseudonymization, to safeguard personal and sensitive information throughout the AI lifecycle.
- **Consent Management Protocol:** We establish protocols for obtaining, recording, and managing data consent where required. This includes automated tracking of consent validity and revocation options and ensuring ethical and legal use of data.

d. Data Security Protocols

- **Data Security Measures:** We recommend and implement advanced security measures, including end-to-end encryption for data in transit and at rest, role-based access controls to ensure only authorized personnel can access sensitive data, and regular risk assessments to identify and mitigate vulnerabilities.
- **Incident Response Plan:** We develop a detailed response plan for data breaches or security incidents, specifying steps for containment, investigation, and recovery, as well as defined responsibilities during security events, ensuring swift resolution and compliance reporting.
- **Secure Storage and Backup:** Our protocols ensure secure data storage and backup, including redundant storage systems for disaster recovery, and automated backup schedules with encrypted storage options to prevent data loss.

e. Ongoing Data Strategy Evaluation

- **Periodic Data Strategy Updates:** We include a plan for periodic evaluations to adapt to regulatory changes, emerging technologies, and organizational needs. These updates ensure the data strategy remains current and effective.
- **Training and Workshops:** To ensure sustainability, we offer training sessions and workshops for internal teams on managing and upholding the organization's data strategy and implementing best practices in data quality, governance, privacy, and security. Training materials and support are provided for continuous improvement.

5.3.6: Ethical AI Requirements

Our approach to ethical AI consulting ensures that AI solutions are fair, transparent, accountable, and inclusive while proactively addressing bias and aligning with your organization's ethical principles. Below is our detailed methodology, mapped to the RFP requirements:

a. Ethical Framework Alignment

- **Alignment with Industry and Organizational Principles:** We begin by analyzing your organization's ethical principles and aligning them with established frameworks such as the Organization for Economic Co-operation and Development (OECD) AI Principles, the European Union's (EU's) AI Act, or the Institute of Electrical and Electronics Engineers (IEEE's) Ethical Standards for AI. A gap analysis ensures your AI initiatives remain compliant with global best practices while addressing specific organizational values.
- **Integrating Fairness and Inclusiveness:** During the AI development lifecycle, we employ fairness-by-design methodologies, including demographic analysis and fairness testing where possible, to ensure outputs are non-discriminatory. Inclusivity is embedded through stakeholder engagement workshops to identify potential areas of bias and marginalized groups impacted by the AI system.

b. Bias Detection and Mitigation

- **Bias Identification and Reduction:** Our consulting process incorporates pre-training audits of datasets using statistical and algorithmic methods to identify imbalances or underrepresented groups.
- **Ongoing Monitoring:** Bias monitoring protocols include real-time analysis of deployed systems to detect drift or emergent biases. Periodic model retraining incorporates updated, representative datasets, ensuring sustained fairness over time.

c. Transparency Protocols

- **Model Interpretability and Decision Details:** We implement XAI frameworks to ensure stakeholders can understand the reasoning behind AI decisions. This includes visualization tools for decision pathways and model behavior. Communication plans are designed to simplify complex AI outputs for non-technical stakeholders.
- **Comprehensive Documentation:** Documentation includes detailed records of data sources, pre-processing steps, decision-making logic, model architectures, and output evaluation metrics. We maintain a transparent model versioning log, which tracks changes, updates, and performance metrics throughout the AI lifecycle.

d. Accountability Measures

- **Tracking and Decision Logging:** Every decision made by the AI system is logged with metadata for traceability. This allows for auditing and attribution of outcomes to specific model processes or inputs. We establish an accountability framework where roles and responsibilities for ethical oversight are clearly defined.
- **Auditing Mechanisms:** We recommend periodic internal and third-party audits of AI solutions to ensure compliance with ethical standards. Audit reports include performance benchmarks, fairness metrics, and compliance outcomes, with action plans for addressing any identified issues.

e. Impact Assessments

- **Ethical Impact Assessments:** Regular assessments evaluate the societal, cultural, and operational impacts of AI systems, ensuring alignment with your organization's goals and public interest. Metrics assessed include fairness, inclusion, unintended consequences, and alignment with user needs.
- **Framework for Corrective Actions:** Findings from impact assessments are reviewed in governance meetings, with corrective measures implemented promptly. This includes retraining models, refining datasets, or adjusting operational protocols.

5.4: Deliverables

MCP is dedicated to delivering high-quality outputs tailored to the diverse needs of TXShare members utilizing this cooperative purchasing contract. Each deliverable ensures that proposed AI solutions are strategic, actionable, and aligned with the goals of TXShare's participating entities. Below, we outline the scope and purpose of each deliverable to demonstrate our approach:

- a. Initial AI Strategy Report:** Provides a tailored AI strategy aligned with each member's goals and capabilities. Includes readiness assessments, prioritized AI opportunities, and recommendations for short- and long-term initiatives.
- b. Feasibility Study with AI Use Case Recommendations:** Evaluate potential AI use cases, assessing practicality, technical requirements, and alignment with organizational goals. Includes a robust data strategy addressing quality, governance, security, and privacy, culminating in a prioritized roadmap of high-impact use cases.
- c. 5-Year AI Roadmap and Implementation Plan:** Outlines a phased approach with clear milestones, resource requirements, and timelines. The implementation plan details governance structures, project management strategies, and key performance indicators for successful execution.
- d. Pilot Implementation Plan:** Defines the scope, objectives, and execution framework for piloting AI solutions. Includes performance metrics, risk mitigation strategies, and plans for transitioning pilots into scalable implementations.
- e. Staff Training Sessions and Knowledge Transfer Materials:** Empowers members with customized training and comprehensive resources, such as manuals and tutorials, fostering readiness and effective AI adoption.
- f. Ethical AI Guidelines and Measures:** Details embedded ethical AI measures, including bias mitigation strategies, accountability frameworks, and explainability protocols, ensuring fairness, inclusivity, and compliance.
- g. Final Project Report:** Summarizes accomplishments, lessons learned, and measurable outcomes. Offers actionable recommendations for scaling AI solutions and future-proofing initiatives to sustain value and align with strategic goals.

MCP's structured and member-centric approach ensures actionable and innovative deliverables tailored to TXShare members' unique goals. Each output reflects our expertise and commitment to enabling transformative public sector excellence through AI.

5.5: Other Requirements

5.5.1: Objectives

The Master Agreement for TXShare may encompass various services, and MCP is prepared to fully support these needs. Each Customer utilizing the agreement will negotiate specific services, with MCP providing a customized Scope of Work (SOW) through a Supplemental Agreement meeting or exceeding the Master Agreement requirements.

5.5.2: Service Area

MCP leverages over 15 years of experience to enhance public sector technology and operations across diverse regions, from metropolitan to rural areas. We improve emergency communications, transportation outcomes, and overall public sector operations through advanced technology and data integration. MCP is committed to serving members in all 50 states under the TXShare contract.

5.5.3: Service Category Offer

MCP's proposal includes a comprehensive range of services aligned with the TXShare Master Agreement requirements. Our expertise spans AI strategy development, feasibility studies, solution design, pilot testing, and implementation support. For each service category, MCP will:

- Deliver detailed proposals with methodologies, deliverables, and measurable benefits.
- Highlight relevant case studies and examples of past successes.
- Collaborate with Customers to refine services and align with their objectives.

5.6: Contract Type

MCP accepts the requirement for a fixed-price contract and will provide clear, competitive pricing options for TXShare and its Customers. To our knowledge, no permits, approvals, or licenses are required for contract performance. If any arise, MCP will promptly comply, ensuring alignment with all regulations. This reflects our dedication to a trusted partnership and high-quality solutions.

5.7: Contract Term

MCP agrees to the proposed 24-month contract term, with up to three one-year renewals, totaling five years unless terminated earlier. We are committed to delivering consistent, high-quality services throughout the contract duration. MCP will work collaboratively with NCTCOG to maintain alignment with goals and expectations while adhering to all termination provisions.

5.8: Warranty Guarantee

MCP guarantees the quality of services delivered under this agreement, with assurances including:

- **Service Quality:** All services will meet or exceed agreed-upon SOW standards, with deficiencies resolved at no additional cost.
- **Compliance:** Services will comply with applicable laws and contract requirements.
- **Ongoing Support:** MCP provides post-delivery support for successful implementation and sustainability.
- **Knowledge Transfer:** Comprehensive transfer of knowledge ensures clients can sustain solutions post-engagement.

5.9: Quality

MCP ensures all solutions meet the highest standards of quality, adhering to best practices and public sector-specific guidelines. Our focus includes:

- **Ethical AI:** Fairness-by-design, bias detection, and explainable AI ensure equitable, accountable solutions.
- **Data Governance:** Robust controls, governance policies, and privacy protections align with regulations like GDPR and CJIS.
- **Operational Excellence:** Lifecycle management ensures sustained outcomes aligned with KPIs.
- **Stakeholder Engagement:** Collaboration with NCTCOG and members ensures solutions meet organizational goals. This commitment guarantees practical, compliant solutions delivering long-term value.

5.10: New Goods and Services

MCP welcomes opportunities to expand services under this contract. Fixed-price additions will undergo prior NCTCOG review and approval, while catalog-based items will adhere to established guidelines. MCP's adaptability ensures evolving solutions meet NCTCOG's emerging needs.

5.11: Pricing

MCP offers transparent, competitive, and flexible pricing, maintaining stability for the first six months of the contract. Any price adjustments will be documented and mutually agreed upon, with escalation limited to the most recent CPI-U data. MCP also commits to offering price reductions or increased discounts without amendments. Sales tax is excluded from pricing, with additional expenses handled at the task order level. MCP's pricing approach supports operational and budgetary goals while ensuring transparency and compliance.

APPENDIX A.1

Pricing for TXShare Cooperative Purchase Program Participants

6: Pricing

MCP provides the following hourly rate card for all personnel who will be involved in delivering AI Consultancy Services under this contract. The rates are designed to be competitive and reflect our expertise and value to TXShare members.

Role	Hourly Rate	Description of Services
AI Domain Leader/Senior Program Manager	\$264.00	Oversight of AI strategy, roadmap development, and high-level guidance for project execution.
Data Scientist/Tech Specialist II	\$204.00	Data science and technology specialist who analyzes datasets and technical solutions, builds predictive models using statistical and machine learning techniques to drive data-driven decisions, improving strategies, processes, and business outcomes.
AI Architect/Senior Tech Specialist	\$218.00	AI solutions, technical architecture design, optimizes scalable systems, integrating AI technologies. Align technical strategies with business goals and oversee AI-driven solutions.
Cybersecurity Specialist/Technology Specialist II	\$204.00	Identifying vulnerabilities, designing security measures, ensuring compliance with industry standards to safeguard data and systems.
Project Manager	\$198.00	Coordinate project timelines and deliverables and communicate with project stakeholders.
Business Analyst/Planner	\$178.00	Requirements gathering, stakeholder analysis, documentation, and feasibility studies for AI use cases
AI Knowledge Management Lead/ OPS Specialist I	\$204.00	Delivery of staff training sessions and creation of knowledge transfer materials.
AI Data Governance & Security Lead/ OPS Specialist II	\$218.00	Development of data strategies, governance policies, and privacy/security frameworks.
Change Manager/Senior Project Manager	\$224.00	Implements organizational change initiatives, ensures smooth transitions, minimizes resistance, and supports teams through effective communication, training, and stakeholder engagement.

(Exhibit 1 continued)

Nationwide Service Area Designation or Identification Form							
Proposing Firm Name:	Mission Critical Partners, 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

John L. Spearly, Director of Contract Administration

Name of Authorized Person

Mission Critical Partners, LLC

Name of Company

May 14, 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.

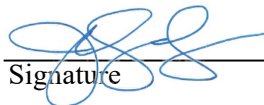
Subcontractors are also required to file with NCTCOG a disclosure form, set forth in Appendix B.2, if the subcontractor or its employees have made or have agreed to make any payment using nonappropriated funds (to include profits from any federal action), which would be prohibited if paid for with appropriated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

Director of Contract Administration

Title

Mission Critical Partners, LLC

Agency

May 14, 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

 John L. Spearly, Director of Contract Administration

 Name of Authorized Person

 Mission Critical Partners, LLC

 Name of Company

 May 14, 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

John L. Spearly, Director of Contract Administration

Name of Authorized Person

Mission Critical Partners, LLC

Name of Company

May 14, 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).

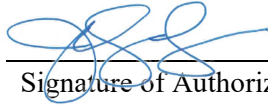
The entity identified below, through its authorized representative, hereby certifies that they do not boycott energy companies, and that they will not boycott energy companies during the term of the contract as prohibited by Chapter 809, Subtitle A, Title 8 of the Texas Local Government Code.

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

John L. Spearly, Director of Contract Administration

Name of Authorized Person

Mission Critical Partners, LLC

Name of Company

May 14, 2025

Date

**APPENDIX E
DEBARMENT CERTIFICATION**

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

N/A, 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
Director of Contract Administration

Title
May 14, 2025

Date of Certification

Form 1734
Rev.10-91
TPFS