

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

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

ARTICLE I RETENTION OF THE CONTRACTOR

1.1 This Agreement defines the terms and conditions upon which the Contractor agrees to provide **Artificial Intelligence (AI) 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:

Crowe, LLP

Attn: John Manilla

225 West Wacker Drive, Suite 2600

Chicago, Illinois 60606

Phone: 616-242-6127

Email: john.manilla@crowe.com

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

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

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

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

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

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

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

9.5.2 Commercial General Liability:

9.5.2.1 Required Limits:

\$1,000,000 per occurrence;

\$3,000,000 Annual Aggregate

9.5.2.2 Commercial General Liability policy shall include:

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

amendments hereto, or waivers or releases of obligations hereunder, shall be effective unless agreed to in writing by the parties hereto.

- 9.13 **Assignment.** This Agreement may not be assigned by either Party without the prior written consent of the other Party.
- 9.14 **Severability.** In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision(s) hereof, and this Agreement shall be revised so as to cure such invalid, illegal, or unenforceable provision(s) to carry out as near as possible the original intents of the Parties.
- 9.15 **Amendments.** This Agreement may be amended only by a written amendment executed by both Parties, except that any alterations, additions, or deletions to the terms of this Agreement, which are required by changes in Federal and State law or regulations or required by the funding source, are automatically incorporated into this Agreement without written amendment hereto and shall become effective on the date designated by such law or regulation.
- 9.16 **Dispute Resolution.** The parties to this Agreement agree to the extent possible and not in contravention of any applicable State or Federal law or procedure established for dispute resolution, to attempt to resolve any dispute between them regarding this Agreement informally through voluntary mediation, arbitration or any other local dispute mediation process, including but not limited to dispute resolution policies of NCTCOG, before resorting to litigation.
- 9.17 **Publicity.** Contractor shall not issue any press release or make any statement to the media with respect to this Agreement or the services provided hereunder without the prior written consent of NCTCOG.
- 9.18 **Survival.** Rights and obligations under this Agreement which by their nature should survive will remain in effect after termination or expiration hereof.

ARTICLE X ADDITIONAL REQUIREMENTS

- 10.1 **Equal Employment Opportunity.** Contractor shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, sexual orientation, gender identity, or national origin. Contractor shall take affirmative actions to ensure that applicants are employed, and that employees are treated, during their employment, without regard to their race, religion, color, sex, sexual orientation, gender identity, or national origin. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
- 10.2 **Davis-Bacon Act.** Contractor agrees to comply with all applicable provisions of 40 USC § 3141 – 3148.
- 10.3 **Contract Work Hours and Selection Standards.** Contractor agrees to comply with all applicable provisions of 40 USC § 3701 – 3708 to the extent this Agreement indicates any employment of mechanics or laborers.
- 10.4 **Rights to Invention Made Under Contract or Agreement.** Contractor agrees to comply with all applicable provisions of 37 CFR Part 401.
- 10.5 **Clean Air Act, Federal Water Pollution Control Act, and Energy Policy Conservation Act.** Contractor agrees to comply with all applicable provisions of the Clean Air Act under 42 USC § 7401 – 7671, the Energy Federal Water Pollution Control Act 33 USC § 1251 – 1387, and the Energy Policy Conservation Act under 42 USC § 6201.

- 10.6 **Debarment/Suspension.** Contractor is prohibited from making any award or permitting any award at any tier to any party which is debarred or suspended or otherwise excluded from or ineligible for participation in federal assistance programs under Executive Order 12549, Debarment and Suspension. Contractor and its subcontractors shall comply with the Certification Requirements for Recipients of Grants and Cooperative Agreements Regarding Debarments and Suspensions.
- 10.7 **Restrictions on Lobbying.** CONTRACTOR agrees to comply with all applicable provisions of 2 CFR §200.450. CONTRACTOR shall include a statement of compliance with the Lobbying Certification and Disclosure of Lobbying Activities in procurement solicitations exceeding \$100,000. Lobbying Certification and Disclosure of Lobbying Activities shall be completed by subcontractors and included in subcontractor contracts, as applicable. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. See Appendix C.
- 10.8 **Procurement of Recovered Materials.** Contractor agrees to comply with all applicable provisions of 2 CFR §200.322.
- 10.9 **Drug-Free Workplace.** Contractor shall provide a drug free work place in compliance with the Drug Free Work Place Act of 1988.
- 10.10 **Texas Corporate Franchise Tax Certification.** Pursuant to Article 2.45, Texas Business Corporation Act, state agencies may not contract with for profit corporations that are delinquent in making state franchise tax payments.

10.11 **Civil Rights Compliance**

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

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

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

Information and Reports: Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and facilities as may be determined by the State or the FHWA to be pertinent to ascertain compliance with such Acts, Regulations or directives. Where any information required of Contractor is in the exclusive possession of another who fails or refuses to

furnish this information, Contractor will so certify to NCTCOG, the Texas Department of Transportation (“the State”) or the Federal Highway Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

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

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

10.12 **Disadvantaged Business Enterprise Program Requirements**

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

10.13 **Pertinent Non-Discrimination Authorities**

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

- a. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- b. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects).
- c. Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), as amended, (prohibits discrimination on the basis of sex).
- d. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.) as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27.
- e. The Age Discrimination Act of 1975, as amended, (49 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age).
- f. Airport and Airway Improvement Act of 1982, (49 U.S.C. Chapter 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex).
- g. The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, subrecipients and contractors, whether such programs or activities are Federally funded or not).

- h. Titles II and III of the Americans with Disabilities Act, which prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38.
- i. The Federal Aviation Administration’s Nondiscrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex).
- j. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations.
- k. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, the parties must take reasonable steps to ensure that LEP persons have meaningful access to the programs (70 Fed. Reg. at 74087 to 74100).
- l. Title IX of the Education Amendments of 1972, as amended, which prohibits the parties from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq.).

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

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

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

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

10.15 House Bill 89 Certification

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

10.16 Certification Regarding Disclosure of Conflict of Interest.

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

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

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

Any executive or employee of the contractor, an elected official in the area or a member of the NCTCOG, shall not solicit or accept money or any other consideration from a third person, for the

performance of an act reimbursed in whole or part by contractor or Department. Supplies, tools, materials, equipment or services purchased with contract funds shall be used solely for purposes allowed under this contract. No member of the NCTCOG shall cast a vote on the provision of services by that member (or any organization which that member represents) or vote on any matter which would provide a direct or indirect financial benefit to the member or any business or organization which the member directly represents.”

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

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

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

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

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

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

10.17 Certification of Fair Business Practices

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

10.18 Certification of Good Standing Texas Corporate Franchise Tax Certification

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

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

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

10.20 Discrimination Against Firearms Entities or Firearms Trade Associations

Pursuant to Texas Local Government Code Chapter 2274, Subtitle F, Title 10, prohibiting contracts with companies who discriminate against firearm and ammunition industries. NCTCOG is prohibited from contracting with entities, or extend contracts with entities who have practice, guidance, or directive that discriminates against a firearm entity or firearm trade association. Contractor shall certify

its compliance through execution of the “Discrimination Against Firearms Entities or Firearms Trade Associations Certification,” which is included as Appendix D of this Contract. The Contractor shall pass these requirements down to any of its subcontractors funded under this Agreement. The Contractor shall notify NCTCOG if the Contractor cannot comply with the prohibition during the performance of this Contract.

10.21 Boycotting of Certain Energy Companies

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

10.22 Domestic Preference for Procurements

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

10.23 Trafficking in Persons

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

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

Crowe, LLP

ManillaJR
Digitally signed by
ManillaJR
Date: 2025.05.28 5/28/2025
13:41:08 -04'00'
Signature Date
John R. Manilla
Printed Name
Partner
Title

North Central Texas Council of Governments

Signed by:
Todd Little 6/12/2025
349D83294E7946E...
Signature Date
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

5.1 Objectives:

The objectives of the AI consultancy services include, but are not limited to:

- a. Assessing current organizational processes and identifying opportunities for AI integration, with specific examples relevant to various departments (e.g., public safety response optimization, citizen engagement tools, predictive maintenance in infrastructure).*

Crowe employs a structured approach to assess organizational processes and identify AI integration opportunities tailored to the unique needs of public sector clients. Our AI Readiness Assessment evaluates governance frameworks, data quality, workflows, and cultural readiness to pinpoint high-value use cases across departments. For instance, predictive analytics can optimize emergency response times in public safety, while AI tools for predictive maintenance in infrastructure reduce costs and downtime. In education, AI enhances student engagement, and financial departments benefit from fraud detection and forecasting algorithms. By collaborating with stakeholders, we prioritize feasible AI solutions aligned with organizational goals and develop strategic roadmaps with clear milestones and KPIs. Our focus on data quality, governance, and tailored training facilitates successful implementation and sustainable AI adoption, empowering internal teams to drive innovation and deliver improved public services.

- b. Recommending AI tools, frameworks, and applications to solve specific organizational challenges.*

Crowe recommends AI tools, frameworks, and applications through a client-focused, methodology-driven approach that aligns with public sector goals. By assessing organizational processes and engaging stakeholders, we identify specific challenges—such as optimizing resource allocation, enhancing citizen engagement, or enabling predictive infrastructure maintenance—and recommend AI solutions like generative AI, machine learning, or natural language processing. Our structured roadmap includes feasibility studies, use case prioritization, and compliance with legal standards (e.g., GDPR, FOIA), supporting ethical, secure, and effective AI deployment. Pilot programs allow for testing and refinement in controlled environments, while comprehensive training equips internal teams to sustain AI systems and foster innovation. With a focus on transparency and measurable outcomes, Crowe empowers public sector entities to adopt AI tools that deliver meaningful, sustainable impact.

- c. Developing a comprehensive data strategy alongside an AI roadmap, emphasizing data quality, governance, privacy, and security.*

Crowe develops a comprehensive data strategy alongside an AI roadmap by emphasizing data quality, governance, privacy, and security as pillars of effective AI adoption. Our approach begins with a detailed assessment of the organization's data landscape to identify gaps in quality, consistency, and availability, followed by tailored recommendations. We establish robust governance frameworks covering data ownership, access controls, and ethical usage, while integrating security protocols like encryption and risk assessments to protect sensitive information. Privacy methodologies support compliance with laws such as GDPR, including anonymization and consent management. The phased AI roadmap, created collaboratively with stakeholders, prioritizes high impact use cases, and integrates timelines, milestones, and resource plans. This structured, scalable strategy enables ethical AI adoption while maintaining data integrity and adaptability to evolving regulatory and technological requirements.

- d. Developing a strategic roadmap for AI implementation, including governance, timelines, milestones, and deliverables.*

Crowe develops strategic AI implementation roadmaps by integrating governance, timelines, milestones, and deliverables to align with organizational goals and compliance requirements.

The process begins with stakeholder engagement to assess current capabilities, identify high impact use cases, and evaluate data quality, operational readiness, and organizational culture. The roadmap establishes governance frameworks with clear policies, roles, and responsibilities to support ethical AI deployment and regulatory compliance. Timelines and milestones are mapped to track dependencies and progress, while deliverables include data preparation, AI model designs, and training protocols. Continuous monitoring, iterative improvement, and key performance indicators facilitate adaptability, accountability, and measurable outcomes, positioning public sector entities for sustained innovation and long-term success.

e. Ensuring that all AI implementations comply with legal standards (e.g., FOIA, grant/state/federal regulations) and establish technical, administrative, and policy controls for internal AI use.

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

f. Providing training and knowledge transfer to the organization's internal teams on AI capabilities, ensuring employees effectively adopt and utilize AI tools.

Crowe provides robust training and knowledge transfer programs to equip internal teams with the skills needed to adopt and utilize AI tools effectively. Our training combines practical, hands-on sessions with tailored workshops, aligning AI capabilities with organizational goals. Led by the same team involved in AI implementations, training connects real-world insights on how best to use these systems, covering ethical AI use, data management, and technical skills. Flexible delivery options—virtual modules, in-person sessions, and hybrid models—facilitate accessibility for diverse teams. A comprehensive knowledge transfer plan empowers teams to operate AI tools independently and adapt them as needs evolve, embedding AI as a sustainable component of organizational strategy.

g. Quantify the long-term value AI brings to the organization and create business cases for both immediate and future expenditures, supporting sustained AI investment and adoption.

Crowe quantifies the long-term value of AI through a structured, data-driven approach that aligns AI initiatives with organizational goals. We conduct feasibility studies, ROI analyses, and use case prioritization to showcase tangible outcomes like cost savings, efficiency gains, and enhanced service delivery. For example, AI can improve public safety response times or reduce infrastructure maintenance costs. Our five-year AI roadmaps outline phased investments, governance frameworks, and measurable milestones, supporting gradual scaling and sustained adoption. By integrating ethical principles and compliance strategies, we align AI investments with public sector standards and trust. Comprehensive training enables teams to independently sustain and evolve AI capabilities, reinforcing its transformative value.

h. Supporting the pilot and/or full-scale implementations and providing comprehensive training for sustainable, in-house AI operations.

Crowe supports both pilot and full-scale AI implementations through a collaborative, iterative approach that aligns operational goals with existing workflows. Tailored pilot projects establish clear objectives and success metrics, with user feedback incorporated to refine solutions. For scalable AI use, Crowe provides extensive training, hands-on sessions, and customized materials to empower teams to manage AI systems confidently and foster a culture of innovation. Comprehensive documentation and transition plans equip organizations to independently adapt and evolve AI systems, supporting sustainable, in-house operations and long-term success.

i. Incorporating a 5-year AI roadmap to guide the organization's future AI development.

Crowe develops a five-year AI roadmap using a structured methodology aligned with organizational goals to foster sustainable innovation and responsible AI integration. We begin with a comprehensive needs assessment to evaluate current capabilities and define a vision for AI adoption. The roadmap outlines phased milestones, timelines, and deliverables, incorporating governance frameworks for ethical AI use, compliance, and monitoring. Data strategy guides infrastructure readiness, addressing data quality, security, and integration. Capacity building is embedded through training and workshops, empowering teams to manage AI systems effectively and scale capabilities sustainably, driving long-term success.

5.2 Scope Of Work:

The selected AI consultancy firm will perform the following tasks:

5.2.1 AI Strategy Development

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

Crowe adopts a structured and collaborative approach to identifying and addressing departmental AI needs. We initiate each engagement with a comprehensive needs assessment, engaging stakeholders to uncover specific challenges and opportunities. For example, in public safety, we can analyze workflows to enhance response times, while in procurement, we can identify AI-driven efficiencies to reduce costs. Leveraging our extensive public sector expertise, we align AI solutions with strategic goals, operational requirements, and regulatory compliance.

Our process emphasizes actionable results through data-driven insights, prioritizing high-impact use cases with clear metrics and manageable implementation timelines. Each AI initiative is guided by an ethical and compliant governance framework, facilitating secure, sustainable outcomes. Crowe further supports departments with detailed roadmaps, capacity-building workshops, and tailored performance metrics to empower internal teams to integrate and sustain AI solutions effectively, fostering long-term innovation.

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

Crowe conducts a thorough needs assessment to align AI strategies with organizational goals by engaging stakeholders across departments to understand objectives, workflows, and challenges. We evaluate existing processes, infrastructure, and data systems to identify gaps in quality, accessibility, and security, facilitating readiness for AI adoption. Our methodology includes mapping value streams to highlight opportunities for enhanced efficiency, decision-making, and service delivery while supporting compliance with public sector standards and ethical guidelines. The resulting tailored roadmap prioritizes high-impact, feasible use cases, establishing a foundation for scalable and effective AI implementation.

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

Crowe develops long-term AI strategies by aligning them with an organization's strategic plan and five-year vision through a collaborative and systematic approach. We begin with a comprehensive analysis of the organization's objectives, operational landscape, and technological readiness, engaging key stakeholders to understand their long-term goals and how AI can support them. AI opportunities are identified and prioritized based on feasibility, impact, and alignment with the organization's mission, considering factors such as resource availability, stakeholder readiness, and regulatory compliance.

The resulting strategy includes a phased roadmap with clear milestones, governance structures, and measurable outcomes to guide AI adoption. Designed for both immediate results and long-term sustainability, the roadmap integrates seamlessly with existing processes while remaining adaptable to future advancements.

By emphasizing ethical AI adoption principles such as fairness, accountability, and transparency, Crowe validates that the strategy establishes a solid foundation for responsible and impactful AI implementation.

5.2.2 Feasibility Study and Use Case Identification

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

Crowe identifies potential AI use cases by collaborating with key stakeholders to uncover opportunities that address operational challenges and align with organizational priorities. We evaluate each use case's feasibility through a thorough assessment of technical, organizational, and financial requirements, considering factors like data quality, infrastructure readiness, and regulatory compliance.

To assess value, Crowe estimates the impact of use cases on efficiency, cost reduction, and service enhancement through ROI modeling, balancing immediate benefits with long-term strategic value. By prioritizing use cases based on feasibility and value, we create a roadmap for deployment that minimizes risk and delivers measurable, ethically grounded improvements tailored to public sector needs.

b. Document compliance requirements (external and internal).

Crowe systematically documents compliance requirements by assessing both external mandates, such as state and federal statutes, GDPR, and FOIA, and internal controls needed for AI use. This process includes mapping compliance needs to operational risks and implementing administrative, technical, and policy measures to support oversight and compliance.

We develop a compliance assessment that aligns requirements with corresponding controls and mitigation strategies, presenting actionable recommendations to address gaps and support audit readiness. By embedding compliance into the AI governance framework, Crowe aligns legal and ethical standards with organizational goals, to support both current and future regulatory adaptability.

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

Crowe conducts a detailed pros, cons, and risk-benefit analysis for each AI use case by evaluating technical feasibility, financial implications, and alignment with organizational goals. Benefits such as enhanced efficiency, improved decision-making, and scalability are weighed against potential risks like data integration challenges, stakeholder resistance, and regulatory compliance.

We assess factors affecting success, including data readiness, change management needs, and technology compatibility, addressing drawbacks such as implementation costs and governance requirements with actionable mitigation strategies. By incorporating compliance considerations and ethical AI principles, Crowe confirms that prioritized use cases offer high ROI and feasible deployment while fostering informed decision-making and organizational trust.

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

Crowe includes use case feasibility studies to thoroughly address data strategy by evaluating data quality, governance, and integration readiness. Our process begins with assessing existing data infrastructure to identify gaps, followed by analyzing dataset accuracy, consistency, and completeness to support AI applications.

We collaborate with stakeholders to establish governance frameworks that define roles, responsibilities, and policies for maintaining data integrity and compliance. Integration readiness is assessed by examining system capacity and identifying necessary technical and organizational changes for seamless AI adoption. By focusing on these pillars, Crowe provides actionable insights that enable organizations to prioritize impactful and viable AI use cases while adopting solutions confidently and responsibly.

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

Crowe prioritizes AI use cases through a structured approach that evaluates their potential impact and feasibility of deployment.

Stakeholders are engaged to identify key challenges and opportunities, assessing each use case against criteria such as organizational objectives, resource availability, and alignment with strategic goals. Impact analysis highlights benefits like cost savings, efficiency gains, and improved decision-making, while feasibility assessments address technical requirements, data readiness, and implementation challenges. Risk-benefit analysis further validates priorities by factoring in ethical considerations, regulatory compliance, and change management capacity. This holistic methodology supports the selection of scalable, sustainable initiatives that align with stakeholder expectations and deliver maximum value.

5.2.3 AI Solution Design and Roadmap

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

Crowe employs a comprehensive framework to research and document external and internal compliance requirements, aligning regulatory standards with organizational goals. For external compliance, we analyze applicable laws and regulations, including the Freedom of Information Act, grant terms and conditions, and local, state, and federal requirements, supporting alignment with transparency, privacy, and ethical governance standards. Stakeholder collaboration facilitates thorough identification and documentation of legal obligations influencing AI deployment.

For internal compliance, Crowe designs governance frameworks that incorporate technical, administrative, and policy controls to safeguard ethical and secure AI use. This includes assessing existing practices, addressing gaps, and recommending actionable strategies such as policy updates, risk management procedures, and workforce training. Our expertise in data privacy and security informs robust protocols for managing sensitive information, enabling adherence to both internal policies and external regulations. The resulting documentation fosters stakeholder trust, mitigates risks, and provides a foundation for responsible, sustainable AI implementation.

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

Crowe designs AI models, frameworks, and tools tailored to organizational goals and operational needs. Through a thorough needs assessment, we identify objectives, challenges, and data requirements for each use case, creating solutions aligned with desired outcomes. Collaborating with stakeholders, we produce detailed functional and technical documentation, integrate data governance frameworks, and apply ethical AI principles to guide development.

Using advanced techniques such as machine learning, natural language processing, and predictive analytics, Crowe develops models refined through iterative testing and validation to achieve reliability and alignment with objectives. A detailed roadmap outlines timelines, resource allocation, and performance metrics, supporting seamless integration with existing IT systems. With user-friendly interfaces and comprehensive training, we enable stakeholders to effectively adopt AI solutions, enhancing long-term capacity and adaptability. Crowe's approach delivers AI solutions that are technically robust, operationally practical, and ethically grounded.

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

Crowe delivers a comprehensive AI solution roadmap that integrates governance, timelines, milestones, resource allocation, and KPIs, aligning strategic vision with operational goals. We begin by assessing existing governance frameworks, establishing structures, policies, and roles to support ethical and effective AI integration. Phased timelines and actionable milestones guide progress, while detailed resource requirements outline the necessary human and technological support for seamless execution and scalability.

The roadmap incorporates KPIs to evaluate performance against goals like operational efficiency, cost savings, and stakeholder satisfaction, offering clear insights for continuous improvement. Tailored to the organization's unique challenges and priorities, the roadmap evolves iteratively, driven by stakeholder engagement and focused on measurable outcomes that enhance service delivery and operational efficiency.

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

Crowe conducts a structured and transparent cost analysis for AI solutions, detailing anticipated expenses across development, cloud/compute infrastructure, licensing, and storage. We begin by assessing organizational needs and infrastructure to align costs with project goals. Development costs are estimated based on technical requirements, including design, testing, and deployment, using collaborative scoping to define precise resource needs.

Cloud and compute costs are evaluated based on the AI model's computational demands, with recommendations for scalable and cost-efficient infrastructure. Licensing and subscription costs are identified with a focus on compliance and seamless integration, while storage and backup expenses are projected based on data volume and retention needs, emphasizing efficiency and data integrity.

This itemized cost analysis supports informed decision-making and financial predictability throughout the implementation lifecycle. By integrating governance considerations and performance metrics, Crowe delivers cost-effective, secure, and high-value AI solutions tailored to public sector priorities.

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

Crowe aligns AI solutions with ethical guidelines and public sector regulations through a governance framework that emphasizes compliance, fairness, and transparency. We begin by assessing the customer's regulatory environment, including data privacy laws like GDPR and internal data protection policies, and identifying gaps in existing governance and risk management frameworks. This foundation supports AI implementations that adhere to ethical standards and align with the organization's risk appetite and operational goals.

Ethical and regulatory alignment is integrated into every stage of AI solution design. Data privacy safeguards, such as encryption, anonymization, and access controls, are built into system architecture, while data flow and storage are assessed to mitigate risks of breaches or unauthorized access. Explainability and accountability are central to our AI solutions, enabling stakeholders to validate AI-supported decisions. Through ongoing risk assessments, rigorous testing, and training, Crowe delivers AI solutions that provide measurable value while upholding ethical and regulatory responsibilities.

5.2.4 Pilot Testing and Implementation Support

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

Crowe guides organizations through pilot AI implementations using a structured, collaborative approach tailored to their unique needs. We work with stakeholders to define clear objectives, scope, and success metrics that align the pilot with operational goals and organizational culture. This helps the pilot address both technical requirements and practical considerations.

Throughout the pilot, Crowe provides training and ongoing support, fostering employee confidence in using AI tools as enhancements to their roles. Regular feedback loops and real-time adjustments help refine the solution collaboratively. Upon completion, the pilot is evaluated against criteria such as accuracy, efficiency, and user satisfaction, with insights informing broader deployment. This approach facilitates the seamless integration of AI technologies, delivering measurable value and supporting long-term operational strategies.

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

Crowe employs a stakeholder-driven approach to pilot evaluation, collaborating with users and key stakeholders to align the project with organizational objectives and operational needs. Regular evaluations gather feedback to iteratively refine the solution, addressing technical and procedural issues through root-cause analysis and effective resolutions. Refinements are guided by qualitative user input and quantitative metrics such as efficiency, accuracy, and satisfaction, optimizing the AI solution for scalability and broader deployment. By emphasizing communication, transparency, and compliance with ethical and regulatory standards, Crowe delivers impactful AI solutions tailored for operational integration.

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

Crowe provides post-implementation support to integrate and scale AI solutions effectively across the organization. Following the pilot phase, we analyze performance metrics, user feedback, and governance alignment to identify areas for improvement and optimize workflows. Robust integration frameworks connect AI tools to existing systems with minimal disruption, supported by training programs that empower staff to manage and utilize the solutions confidently. Ongoing support includes system monitoring, updates, and feature enhancements, so that solutions adapt to organizational needs and technological advancements. This collaborative approach fosters a sustainable AI ecosystem aligned with long-term goals.

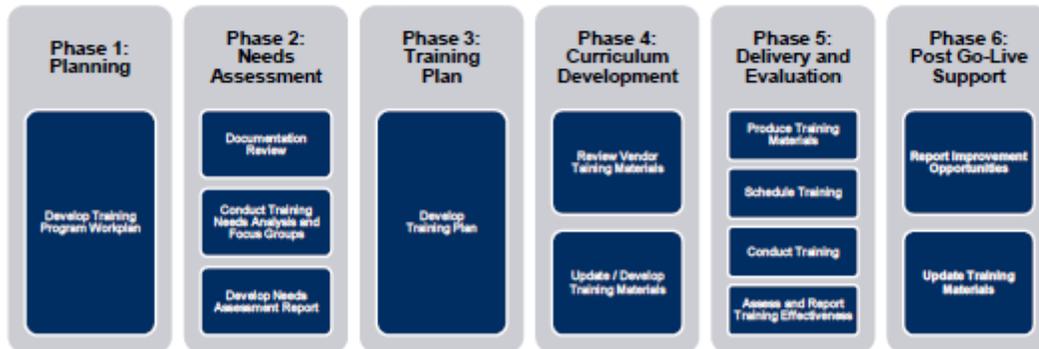
5.2.5 Training, Adoption, and Capacity Building

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

Crowe provides comprehensive, phased training programs tailored to equip staff with the skills needed to effectively use AI tools. Training begins with planning and needs assessment, identifying skill gaps and designing a curriculum aligned with organizational goals. Delivery methods can include instructor-led sessions (in-person or virtual), self-paced modules, and hands-on exercises, supporting accessibility and practical application.

The curriculum covers AI functionality, business processes, ethical considerations, and integration into workflows, supplemented by reference materials like guides and sandbox environments. Post-training evaluation leverages tools like the Kirkpatrick Model to measure effectiveness and identify improvement opportunities. Crowe also offers post-go-live support, including help desk collaboration and ongoing material updates, fostering sustained learning and effective adoption of AI solutions. This multi-phased approach to training is illustrated in Exhibit 1.

Exhibit 1. End User Training Approach



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

Crowe facilitates tailored workshops to build internal AI capabilities and foster a culture of innovation within public sector organizations. Led by experienced professionals, these workshops combine foundational knowledge with advanced applications, covering topics like data readiness, ethical AI practices, AI-driven decision-making, and aligning AI initiatives with organizational goals. Interactive activities, case studies, and collaborative problem-solving engage participants, equipping them with practical skills and an innovative mindset. By emphasizing leadership, cross-departmental collaboration, and adaptability to technological advancements, these workshops act as catalysts for embedding AI as a strategic tool and driving long-term organizational innovation.

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

Crowe develops knowledge transfer plans to equip organizations for independent AI system management. Our process begins with assessing current capabilities and identifying gaps to inform tailored training and transition strategies. We embed hands-on training during implementation and provide comprehensive documentation, including system manuals, governance frameworks, and troubleshooting guides. Scenario-based workshops and a "train-the-trainer" model empower key personnel to act as knowledge leaders, cascading expertise across teams. To support ongoing learning, we incorporate access to updated materials, periodic refresher courses, and emerging best practices. This structured approach fosters independence and innovation, enabling organizations to adapt and thrive with evolving AI technologies.

5.3 Specifications and Requirements:

5.3.1 Consultant Expertise and Qualifications

a. Demonstrated experience in providing AI consultancy services to government agencies or similar public sector organizations.

Crowe has successfully assisted hundreds of public sector clients in developing strategies and related roadmaps, implementing systems, and providing ongoing support. Recently, we have integrated our own Generative AI tools into our client engagements. We believe that the use of these advanced tools will enhance our extensive experience and deep specialization, further strengthening our strategic partnerships with our clients.

One of the ways we have demonstrated this transition to Gen-AI supported consultancy services is in our recent response to Sourcewell's RFP to provide Artificial Intelligence (AI) Readiness, Implementation, and Support Services. In addition, we have included the case studies below to illustrate how we have successfully assisted clients with similar needs. By leveraging Generative AI, we are now able to accelerate our capabilities across these areas, enhancing our ability to deliver exceptional results. Each of these cases demonstrates our long-term commitment to supporting our clients' strategic and major initiatives and our capabilities to design and implement custom technology solutions to meet their unique needs.

While the case studies below are more tangential to the latest generative AI solutions, they employed many of the same leaders within the firm as well as project methodologies and related technologies. We recognize many of the AI use cases NCTCOG Members will be interested in employing over the months and years to come are still very new and still evolving and thus a substantial history of these projects has not yet been established by Crowe.

Case Study #1. LA City Controller's Audit Services Division | Citywide Self-Assessment of Internal Controls
Crowe collaborated with the Los Angeles City Controller's Office to administer a Citywide self-assessment of internal controls over financial reporting. Using a technology-driven approach, Crowe enhanced survey distribution and response analytics, modernizing the process to improve user experience and departmental participation. The engagement aimed to substantiate existing controls, identify improvement areas, and support the City in strengthening fiscal operations and stewardship of public funds.

Crowe developed and distributed a proprietary online survey to 60 departments, achieving a 73% response rate. Responses were validated, aggregated, and analyzed to identify trends, resource needs, and opportunities for standardization. Insights were presented through dynamic Power BI visualizations, highlighting strengths and areas requiring attention. The project showcased Crowe's expertise in integrating technology with AI-enabled data analytics to support governance, transparency, and operational excellence for a large public sector entity.

Case Study #2. Washington Metropolitan Area Transit Authority (WMATA) | ERM Program, GRC System Implementation and Internal Audit Support

WMATA is a tri-jurisdictional *quasi-governmental agency* that operates transit service in the Washington metropolitan area that includes the District of Columbia, Maryland, and Virginia. WMATA ranks in the top ten of the largest public transportation agencies in the nation in terms of ridership. Between 2017 and 2021 Crowe worked as a cohesive unit with WMATA's Management Audits, Risk and Compliance (MARC) department. In 2017, Crowe collaborated with WMATA's Management Audits, Risk, and Compliance (MARC) unit to launch its internal audit function. Crowe developed foundational elements, including the internal audit charter, policies, templates, and records management system, and supported MARC's vision of a forward-looking, strategic, and customer-centered audit function. Key contributions included conducting risk and control assessments, providing IT audit services, and supporting process improvements across various departments.

Crowe also helped implement WMATA's Enterprise Risk Management (ERM) program, adhering to the COSO ERM Framework. This effort included developing risk governance structures, facilitating over 175 risk workshops, and creating a comprehensive risk register. Additionally, Crowe led the deployment of the RSA Archer Governance, Risk, and Compliance platform to streamline operations in audit, ERM, and issues management. Regulatory compliance support included Federal Transit Administration reviews and CARES Act funding oversight. Crowe's expertise and innovative approaches enabled WMATA to enhance governance, mitigate risks, and achieve operational efficiency.

Case Study #3. California Department of Water Resources | Financial Management Enhancements Program (FMPEP) Support

Crowe supported the California Department of Water Resources (DWR) in implementing its Financial Management Enhancements Program (FMPEP), comprising four integrated solutions: Portfolio/Project Management, SAP Budgeting and Planning, Cost Allocation and Billing, and Business Intelligence/Cross Modular Reporting (BI/CMR). As part of this initiative, Crowe developed a comprehensive change management strategy and implemented a robust data governance framework for the SAP SWP system.

Crowe established the SWP SAP Data Governance Work Model, Plan, and Committee Charter to standardize data governance roles, processes, and policies. These efforts included guiding the Data Governance Committee in managing financial data, enforcing governance standards, and providing training. Concurrently, Crowe ensured the SAP Analytics Cloud solution addressed user needs for reporting and dashboards, delivering a BI/CMR Solution Analysis that identified process changes, readiness assessments, and recommendations for successful implementation. Crowe's expertise enhanced DWR's data governance and reporting capabilities, supporting the FMPEP's strategic objectives.

b. Proficiency in AI technologies, including machine learning, natural language processing, computer vision, etc.

We have and are continuing to evolve and enhance our proficiency in AI technologies. The Crowe AI Studio is a team of teams within the Technology Business Unit collectively rising to meet an urgent challenge: transform how Crowe does business through Artificial Intelligence (AI). This cross-functional group is accountable to Crowe's AI Steering Committee. It delivers value through experimentation, validation, and by collaboratively tackling key strategic AI building blocks with firmwide impact. It is the Center of Excellence for AI at Crowe. The Crowe AI Studio receives AI investment dollars allocated by leadership at a critical moment for the firm. This team of teams is committed to tracking and demonstrating value of this investment while exemplifying best practices for AI exploration, development, and enablement.

c. Experience with AI ethics, data privacy, and security, particularly in a public sector context.

Crowe's AI Governance team has extensive expertise in managing ethical considerations, data privacy, and security for public and private sector clients. Our client-facing solutions include the AI Search Assistant for Genuine Cable Group, streamlining sales staff's access to part information across ERP systems and catalogs, and an automated text extraction tool for Audax, transforming investment data processing into a seamless Salesforce integration. These innovations prioritize data accuracy and secure workflows.

Internally, Crowe leverages AI tools like the Audit Chatbot, which simplifies audit lifecycle queries, and the Document Detective, an LLM-based application enhancing document analysis and data extraction accuracy. Other initiatives include the Agentic Flow Generator for process automation, a synthetic AML Analyst for financial crime reviews, and a Fixed Asset Manager using Azure AI to optimize tax depreciation workflows. These projects exemplify Crowe's commitment to ethical AI practices, robust data governance, and secure, efficient solutions tailored to organizational needs.

d. Proven success in developing AI strategies and roadmaps, including successful project implementation.

Here are several recent examples of our success in this and related services.

Client Service Delivery

AI Search Assistant: Enhancing Sales Efficiency for Cable Distributor

Crowe developed a custom Copilot Agent tailored for a parts distributor, designed to streamline the sales staff's ability to identify parts within both structured and unstructured data. When users send a request via Teams to the AI Search Assistant, the agent processes the query and searches for matching parts across the ERP system, specification sheets, and manufacturer catalogs. It then delivers a detailed response, including the part number, attributes, and a hyperlink that allows users to view the part directly in its source data, providing quick access to accurate information.

Automated Text Extraction and Deal Generation: Private Equity Firm

Crowe implemented an AI solution for a private equity firm that extracts key data from investment-related documents and automatically uses it to create new 'Deals' in Salesforce. This transformed a previously manual and time-consuming process by directly populating Salesforce records with the extracted information. Human interaction is now limited to a simple validation step.

Crowe Internal Service Delivery

Audit Chatbot

Crowe configured a chatbot powered by our Audit Clarity database to streamline the audit lifecycle by providing quick, accurate answers to common questions. The chatbot simplifies access to audit practices, guidance, and proprietary information, reducing the need for senior leadership to address routine queries or guide team members through the database.

Document Detective

Crowe engineered a scalable power application as the foundation for Crowe's Document Extraction initiative. The application enables users to leverage an LLM-based solution to analyze documents and get answers to predefined questions. It includes functionality to test multiple versions of prompts, allowing users to refine and optimize accuracy in extracting relevant information or data fields.

Agentic Flow Generator

Crowe constructed a multi-agent flow that transforms a process map or project plan into a detailed agentic workflow. This workflow serves as a proof-of-concept blueprint, complete with functionality test cards for each agent. The solution incorporates every component of the workflow to be clearly defined and testable, streamlining the transition from planning to implementation.

Financial Crime Outsourced Review

Crowe is designing a synthetic Anti-Money Laundering (AML) Analyst powered by AI to address capacity bottlenecks in outsourced financial crime reviews. This solution replicates key tasks currently performed by analysts, automating, and accelerating the review process.

Fixed Asset Manager

Crowe is assembling an app that leverages Microsoft Power Platform and Azure AI services to streamline Fixed Asset Depreciation workflows for the Crowe Tax team. The solution allows users to upload client fixed asset data, leverage an LLM to classify assets into the correct asset classes, and calculates depreciable life with extremely high precision and accuracy. As a result, significant time reduction and operational efficiencies were awarded back to the firm.

CroweMind

Internally, our firm has developed CroweMind, a robust AI governance framework and a proprietary generative AI platform integrated with OpenAI's large language models.

- e. Ability to work collaboratively with internal teams and translate technical concepts into layman's terms for non-technical stakeholders.*

Crowe excels in collaborating with internal teams and translating complex technical concepts into clear, actionable language for non-technical stakeholders. Our tailored approach fosters understanding and alignment through workshops, facilitated discussions, and structured sessions that break down technical jargon into relevant insights. For instance, during AI readiness assessments, Crowe communicates findings via straightforward, stakeholder-focused documentation that highlights organizational challenges and opportunities.

We enhance clarity with user-friendly visual aids, such as data visualizations, process maps, and infographics, enabling stakeholders to understand technical decisions in the context of organizational objectives. By combining clear communication with ongoing support and education, Crowe empowers stakeholders to confidently adopt and champion AI-driven solutions, bridging technical gaps and aligning strategies with organizational goals.

- f. Demonstrated understanding and experience with public sector compliance and ethical standards.*

Crowe's public sector team, comprising over 300 professionals serving more than 1,000 entities nationwide, brings 50 years of experience addressing the unique needs of government organizations. Our expertise spans compliance, ethical standards, and specialized areas such as generative AI, federal program compliance, cybersecurity, and enterprise risk management. Crowe's commitment to the public sector is demonstrated through active involvement with organizations like GFOA, GASB, and IIA, as well as investments in tailored solutions and professional development. By prioritizing collaboration, deep specialization, and a client-centered approach, Crowe delivers customized, ethical, and effective solutions to diverse public sector challenges.

5.3.2 Data Security and Privacy Compliance

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

Crowe integrates comprehensive data governance frameworks and security measures to comply with federal, state, and local data privacy laws, including GDPR, HIPAA, and CCPA. We implement robust privacy mechanisms such as encryption, anonymization, and access controls to safeguard sensitive information. Our responsible AI framework establishes clear policies aligned with NIST and ISO standards, supporting ethical and lawful AI implementation. By conducting compliance assessments, developing tailored data governance policies, and providing transparent reporting, Crowe supports clients in maintaining accountability, mitigating risks, and adapting to evolving legal requirements.

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

Crowe will support NCTCOG Member organizations' efforts to align AI solutions with regulations like GDPR and CCPA by integrating robust data governance frameworks and proactive compliance measures. We conduct thorough assessments to align practices with key regulatory requirements and implement safeguards such as anonymization, encryption, and secure access controls. Our AI Governance Program establishes structured policies and risk mitigation processes, supported by transparent documentation. Continuous monitoring, audits, and incident response plans maintain dynamic compliance, while training fosters a culture of data privacy and long-term operational sustainability.

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

Crowe implements robust security protocols to protect sensitive and personal information during data processing, tailored to public sector requirements. Our approach begins with a comprehensive risk assessment to identify vulnerabilities, followed by developing a data governance framework aligned with regulations like GDPR and CCPA. Security measures include data encryption, multi-factor authentication, secure API integrations, and real-time monitoring to safeguard data at rest, in transit, and during processing. Anonymization and tokenization further mitigate risks. Post-implementation, Crowe provides ongoing support through security reviews, updates, and team training, supporting secure and transparent data handling.

5.3.3 Project Management and Reporting

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

Crowe provides comprehensive project status updates detailing progress, milestones, risks, and mitigation strategies, tailored to the organization's needs and supported by data visualizations where applicable. Weekly or bi-weekly meetings are structured with clear agendas to review progress, address challenges, and make informed decisions collaboratively. Outcomes, including action items and decisions, are documented, and promptly distributed to maintain alignment and accountability. This proactive approach fosters transparency, engagement, and successful outcomes aligned with the dynamic needs of public sector organizations.

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

When appropriate, Crowe delivers comprehensive final reports summarizing findings, recommendations, implementation results, and lessons learned. The report integrates insights from data assessments, stakeholder feedback, and performance metrics, offering actionable recommendations that address immediate challenges and long-term opportunities. Implementation results are documented transparently, highlighting measurable outcomes, while the lessons learned section provides reflective analysis to inform future projects. Collaborating with stakeholders, the final report is crafted to align with organizational goals and serves as a valuable resource for knowledge transfer and sustaining initiatives effectively.

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

Crowe's disciplined approach to project management supports adherence to deadlines and timely delivery of documentation. During the project initiation phase, we define milestones, deliverables, and dependencies, supported by weekly or bi-weekly status meetings to address potential delays early. Certified project managers leverage best practices like the PMBOK standards to monitor progress, while quality assurance processes verify that all documentation meets requirements before submission. Transparent communication and regular updates keep stakeholders informed, supporting deliverables that are high-quality, actionable, and aligned with public sector needs.

5.3.4 Budget and Cost Estimates

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

Crowe provides a detailed cost breakdown aligned with the project scope and client goals, covering consultancy fees, software licensing costs, and other anticipated expenses. Consultancy fees are based on skill levels, experience, and time requirements, categorized by project phases such as readiness assessments, strategy development, and implementation support. For software components, we assist in evaluating licensing costs and pricing models for cloud-based or on-premises solutions, so all expenses, including data storage and processing, are clearly outlined. Additional costs, such as travel, are estimated upfront and documented in engagement letters. Leveraging economies of scale and volume discounts, Crowe delivers tailored, cost-effective solutions while maintaining budgetary transparency.

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

Crowe demonstrates a strong commitment to offering flexible pricing structures for our AI services tailored to the specific needs of our clients within the public sector. Recognizing that project requirements can vary significantly, Crowe provides a time-and-materials model that can be scaled so that the pricing model aligns with the scope, complexity, and goals of each engagement. This adaptability is central to delivering cost-effective solutions that meet the unique demands of governmental entities. We have established estimated total cost ranges for our AI services based on the general size and complexity of the interested Member Organization. Crowe's time-and-materials approach is particularly beneficial for projects that require ongoing discovery or have evolving deliverables, allowing for dynamic allocation of resources and real-time responsiveness to client needs.

Furthermore, Crowe's transparent pricing methodology for AI services offered to the public sector as put forth in this RFP response aligns with the rate card and pricing model recently submitted to Sourcewell's comparable RFP for AI services. We wanted to make note of this in our response as we know TXShare is proud to partner with Sourcewell.

We are pleased to offer two tiers of discounts for larger engagements to demonstrate our commitment to adding value to our clients and to support scalability and affordability for organizations of varying sizes and capacities. By engaging collaboratively with clients during the scoping phase, Crowe develops customized pricing strategies that reflect the precise effort and resources required, reinforcing our commitment to tailored service delivery. This approach not only supports fiscal responsibility but also fosters trust and alignment with the client's financial and operational goals.

5.3.5 Data Strategy and Management

The consultant must ensure all AI solutions developed under this engagement align with best practices in data strategy and management to maintain the quality, governance, privacy, and security of data.

- a. *Data Quality Controls:*

1. *The consultant must implement measures to ensure the integrity and accuracy of data utilized in AI models.*
2. *Establish data validation processes to identify and address inaccuracies or inconsistencies.*
3. *Define data enrichment procedures to enhance dataset quality.*

Crowe applies a robust framework to maintain the integrity and accuracy of data used in AI models, employing advanced tools and methodologies to validate datasets and enhance reliability. Our process includes comprehensive data validation protocols to detect and address inaccuracies through automated checks and manual reviews, identifying anomalies for prompt resolution. Crowe collaborates with stakeholders to design data enrichment procedures, filling gaps, standardizing formats, and integrating external sources to improve dataset quality.

This proactive approach aligns data quality strategies with organizational goals, enabling AI models to support effective decision-making and deliver meaningful outcomes.

b. Data Governance Framework:

1. *Outline a comprehensive governance strategy that includes policies for data ownership, usage rights, and data stewardship roles.*
2. *The consultant should facilitate compliance with public sector regulations by providing clear governance documentation.*
3. *Define processes for version control and data lineage tracking to maintain transparency in data handling.*

Crowe leverages extensive public sector expertise and industry frameworks such as DMBOK and DCAM to develop data governance strategies tailored to organizational needs. Our process begins with collaborating with stakeholders to define clear data ownership policies, usage rights, and stewardship roles, supporting accountability and alignment with organizational objectives. This foundation supports robust governance practices designed to meet public sector regulatory requirements and operational goals.

Crowe's data governance approach spans seven key areas: governance foundation, data strategy, data management, software and data engineering, project enablement, data portfolio management, and operations security. Each area is assessed for policies, practices, and tools to enhance data security, efficiency, and scalability. For example, we evaluate metadata management, data quality processes, and security measures such as encryption and access controls to create comprehensive frameworks for effective data handling.

The governance framework emphasizes transparency and compliance, supported by processes for metadata management, version control, and data lineage tracking to maintain a complete audit trail. Comprehensive documentation equips organizations to manage data effectively, while mechanisms for ongoing evaluation adapt practices to evolving regulations and technology. This approach helps governance structures remain robust and adaptable, enabling organizations to achieve long-term goals with integrity and compliance.

c. Data Privacy Assurance:

1. *Ensure adherence to data privacy laws, including GDPR (if applicable) or relevant local legislation.*
2. *Propose methodologies for anonymizing and protecting sensitive information throughout the AI model lifecycle.*
3. *Create a protocol for obtaining and managing data consent where necessary.*

Crowe supports compliance with data privacy laws, including GDPR and local regulations, by integrating legal requirements into robust data governance frameworks with real-time auditing and accountability measures. To anonymize and protect sensitive information, we use advanced techniques such as pseudonymization, encryption, and differential privacy to safeguard data during processing, storage, and transfer. Crowe also develops user-centric protocols for obtaining and managing data consent, incorporating automated systems to track consent status and audit compliance. This comprehensive approach combines technical safeguards and rigorous compliance to uphold high standards of privacy, fostering trust among users and regulators.

d. Data Security Protocols:

1. *Implement and recommend data security measures, including encryption, access controls, and risk assessment practices.*
2. *Develop a response plan for data breaches or security incidents, specifying consultant responsibilities in these cases.*
3. *Ensure secure data storage and backup practices are followed, protecting against data loss.*

Crowe employs a multi-layered approach to data security, implementing measures like encryption, role-based access controls, and regular risk assessments to mitigate vulnerabilities and safeguard information.

Comprehensive response plans address data breaches, outlining responsibilities and actionable steps for containment, investigation, and remediation while supporting root cause analysis to prevent recurrence. For secure storage and backup, Crowe advocates resilient infrastructure, such as cloud-based systems with redundancy, automated backups, and routine verifications. These strategies protect data integrity, support regulatory compliance, and enhance organizational confidence in AI-driven initiatives.

e. Ongoing Data Strategy Evaluation:

1. *Include a plan for periodic evaluation and updates to the data strategy to adapt to new regulatory changes and technological advancements.*
2. *Offer training or workshops for internal teams to manage and uphold the organization's data strategy post-consultation.*

Crowe integrates periodic evaluations into data strategies to address regulatory changes and technological advancements. This process includes monitoring legislative developments, aligning with best practices, and leveraging advancements in AI and data management to keep strategies current. To support each internal team post-consultation, Crowe offers tailored training and workshops on data governance, compliance, and tool management. These efforts equip organizations to independently manage and enhance their data strategies, fostering adaptability, resilience, and long-term efficiency.

5.3.6 Ethical AI Requirements

The consultant must ensure that all AI solutions adhere to the organization's ethical principles, promoting fairness, transparency, accountability, and proactive bias mitigation.

a. Ethical Framework Alignment:

1. *The consultant must outline how proposed AI solutions align with industry-standard ethical guidelines and the organization's specific principles.*

Crowe aligns AI solutions with industry-standard ethical guidelines, such as those from OECD, NIST, and ISO, while tailoring frameworks to reflect an organization's specific principles. Our approach emphasizes transparency, fairness, and accountability, incorporating robust governance structures, proactive bias mitigation techniques, and data validation processes to promote equity and inclusivity. Transparent documentation details decision-making processes, data sources, and algorithms, enabling stakeholder trust and understanding. Regular impact assessments and audits verify alignment with ethical standards and adapt solutions to evolving challenges. By providing training and accountability tools, Crowe supports sustainable, ethical AI operations that uphold public trust and deliver measurable value.

2. *Define the consultant's approach to integrating fairness and inclusiveness into AI development to avoid discrimination or biased outputs.*

Crowe integrates fairness and inclusiveness into AI development by adhering to ethical principles, reducing bias in training data and algorithms through rigorous testing and evaluation. Governance frameworks tailored to public sector needs promote compliance and equitable outcomes. Collaborating with stakeholders, Crowe designs systems that prioritize fairness and align with organizational goals. Continuous monitoring, audits, and corrective measures address biases, while comprehensive training fosters a culture of accountability and inclusivity. This approach enables public sector entities to deploy AI responsibly, avoiding discriminatory outcomes and supporting ethical practices.

b. Bias Detection and Mitigation:

1. *Establish methods for identifying and reducing bias in training data and algorithms.*

Crowe employs a comprehensive approach to identifying and mitigating bias in AI training data and algorithms, combining technical methodologies with ethical rigor. Data readiness assessments address gaps, outliers, and imbalances, using techniques like oversampling, augmentation, and transformation to improve representativeness. Fairness testing and bias detection tools evaluate algorithmic outputs against equity benchmarks, while governance frameworks embed ethical principles throughout the AI lifecycle.

Crowe integrates re-weighting algorithms, adversarial debiasing, and diverse stakeholder engagement to minimize unintended outcomes. Post-deployment monitoring and ethical impact assessments maintain fairness and accountability, aligning AI solutions with organizational values and societal expectations.

2. *Propose ongoing monitoring techniques to track bias throughout the deployment and operation of the AI system.*

Crowe integrates bias monitoring into the AI governance framework, combining automated checks, fairness-aware machine learning techniques, and data quality audits to identify and address biases throughout an AI system's lifecycle. Automated tools continuously review input data, algorithm performance, and decision outputs, with feedback loops recalibrating models dynamically to maintain fairness under evolving conditions. Periodic independent reviews, supported by internal audits and third-party evaluations, reinforce compliance with ethical standards. Stakeholder engagement through workshops and feedback sessions aligns AI development with societal values, fostering transparency, inclusivity, and public trust.

c. Transparency Protocols:

1. *Ensure AI models are understandable, with details on how decisions are made available to relevant stakeholders.*

Crowe promotes transparency in AI by integrating clear documentation and explainable methodologies throughout the AI lifecycle. Detailed records of data sources, algorithms, and decision pathways are provided to help stakeholders understand model operations. Explainable AI techniques, such as feature attribution methods, visually demonstrate factors influencing outcomes, making complex mechanisms accessible. Tailored training and workshops empower internal teams to communicate AI processes effectively, fostering accountability, stakeholder trust, and public confidence in AI applications.

2. *Include a documentation process that provides insight into data sources, decision logic, and model outputs.*

Crowe's documentation process provides clear insights into data sources, decision logic, and model outputs to uphold transparency in AI solutions. Data sources are detailed with records of provenance, quality, and transformation steps. Decision logic is explained through algorithmic workflows, plain-language descriptions, and ethical considerations to make processes accessible to stakeholders. Model outputs are cataloged with performance metrics, validation results, and testing reports, allowing users to evaluate accuracy and reliability. This approach fosters trust, accountability, and alignment with public sector standards for ethical AI deployment.

d. Accountability Measures:

1. *Define accountability measures for AI development and use, including tracking actions, decisions, and changes to the model.*

Crowe's accountability framework emphasizes transparency, traceability, and oversight throughout the AI lifecycle. Detailed logs track model training, data processing, and algorithm updates, documenting actions and decisions for stakeholder review. Periodic evaluations and audits assess ethical compliance and societal impact, while assigned accountability roles oversee governance and address concerns. Explainability tools provide stakeholders with clear insights into AI decision-making, fostering trust and well-documented changes. This approach reinforces the integrity and value of AI systems as tools for responsible public sector innovation.

2. *Propose mechanisms for auditing AI solutions to ensure continued compliance with ethical standards.*

Crowe employs robust auditing mechanisms to uphold ethical standards and compliance throughout the AI lifecycle. Regular program reviews and independent audits assess AI systems against ethical criteria, regulatory requirements like GDPR, and industry-specific standards. These audits generate detailed reports with actionable insights to address gaps or risks.

Automated monitoring tools enhance real-time assessments, while continuous improvement cycles incorporate findings into updated governance policies. Crowe also offers training and workshops to build organizational capacity for sustaining ethical AI governance, fostering accountability and public trust in AI solutions.

e. Impact Assessments:

1. *Include plans for conducting regular ethical impact assessments to evaluate potential societal, cultural, and operational impacts.*

Crowe conducts regular ethical impact assessments to evaluate societal, cultural, and operational implications throughout the AI lifecycle. Using a structured framework, we identify and assess potential risks, engaging stakeholders early to understand challenges and opportunities. Baseline assessments and continuous monitoring address algorithmic biases, data transparency, and fairness to maintain equitable and inclusive outcomes. Governance measures, including decision traceability and detailed documentation, support audits and accountability. Post-implementation reviews focus on societal effects, operational results, and iterative improvements, enabling organizations to responsibly deploy AI and foster trust.

2. *Provide a framework for addressing findings from these assessments with corrective actions when needed.*

Crowe's framework for addressing impact assessment findings begins with analyzing outcomes to identify gaps or risks and collaborating with stakeholders to prioritize actions. A targeted remediation roadmap outlines roles, responsibilities, timelines, and resources, incorporating feedback mechanisms for adaptability during implementation. Monitoring systems track corrective measures' effectiveness, with regular progress reports to stakeholders. By emphasizing transparency and continuous improvement, Crowe's approach addresses immediate concerns while promoting ethical AI operations aligned with organizational objectives.

5.4 Deliverables

Deliverables include, but are not limited to, the following:

a. Initial AI Strategy Report.

Crowe will deliver a comprehensive Initial AI Strategy Report tailored to the organization's unique challenges and objectives. Based on a thorough needs assessment, the report will evaluate governance frameworks, data readiness, operational processes, and cultural factors. It will outline a phased AI strategy aligned with organizational goals, prioritizing use cases by impact and feasibility, incorporating ethical considerations, and providing risk-benefit analyses. The report will include a detailed roadmap with timelines, milestones, resource allocation, and anticipated costs, offering practical steps for sustainable AI adoption. Designed for adaptability, the report equips the organization to leverage AI effectively while addressing future technological advancements.

b. Feasibility Study with AI Use Case Recommendations, including a detailed data strategy component.

Crowe delivers a comprehensive Feasibility Study with AI Use Case Recommendations, integrating strategy, data governance, and compliance. The study begins with an in-depth analysis of organizational processes, objectives, and challenges to identify and prioritize AI opportunities aligned with operational goals. Each use case is evaluated for technical, operational, and financial feasibility, incorporating risk-benefit analysis and compliance with relevant regulations. A robust data strategy underpins recommendations, addressing data quality, governance, and ethical usage, with actionable steps for data enrichment and alignment with AI models. The study includes detailed cost analyses and a phased roadmap, outlining roles, responsibilities, and milestones for implementation. This approach provides a clear path for AI adoption while aligning with public sector values and standards.

c. 5-Year AI Roadmap alongside a detailed AI Implementation Plan.

Crowe's 5-Year AI Roadmap and AI Implementation Plan provide a strategic and operational framework tailored to public sector needs. The roadmap outlines key milestones, resource requirements, governance structures, and timelines to align AI initiatives with organizational goals, beginning with an AI Readiness Assessment to evaluate current capabilities and prioritize actionable steps. The implementation plan translates strategy into execution, detailing methodologies for AI design, development, pilot testing, and scaling. It incorporates governance frameworks, resource allocation, KPIs, and a robust data strategy addressing privacy, security, and ongoing quality controls. Crowe also integrates change management strategies, offering targeted training to foster staff competencies and innovation. Post-implementation, performance monitoring and roadmap updates support adaptability to technological advancements and evolving regulations, empowering the organization to achieve sustainable, impactful AI adoption.

d. Pilot Implementation Plan.

Crowe's pilot implementation plan leverages structured methodologies and stakeholder collaboration to align AI initiatives with organizational goals. The process begins with a needs assessment and defines objectives, scope, and success criteria tailored to specific use cases. Controlled, real-world testing evaluates AI solutions on a manageable scale, integrating governance frameworks and compliance standards for public sector requirements like data privacy and ethical AI usage. Crowe provides training, gathers continuous feedback, and offers iterative adjustments to refine the pilot. A final evaluation against metrics such as accuracy, efficiency, and user satisfaction will inform recommendations for scaling and deployment, delivering actionable and adaptable solutions.

e. Staff training Sessions and Knowledge Transfer Plan and Materials.

Crowe's approach to staff training and knowledge transfer combines tailored sessions and high-quality materials to support AI adoption and long-term operational independence. Training begins with an assessment of current staff capabilities, delivering hands-on workshops, interactive modules, and real-world scenarios to build practical skills. Topics include ethical AI principles, data governance, and integration strategies, fostering innovation and adaptability. A detailed knowledge transfer plan includes user manuals, quick-reference guides, and a mentoring program to develop "AI champions" who sustain institutional knowledge. This comprehensive strategy empowers staff to effectively manage and scale AI capabilities while aligning with organizational goals.

f. Detailed documentation on ethical AI guidelines and measures incorporated.

Crowe develops comprehensive documentation on ethical AI guidelines, focusing on transparency, fairness, and accountability. This includes principles of ethical AI use aligned with public sector values and regulatory requirements, along with measures to mitigate risks such as algorithmic bias, data privacy concerns, and transparency challenges. The documentation outlines fairness audits, accountability mechanisms, and processes for regular impact assessments to evaluate societal and operational outcomes. It also includes response protocols for ethical breaches and training modules to equip staff with tools to sustain ethical practices. This approach fosters public trust and aligns AI deployment with organizational goals.

g. Final Project Report, including project evaluation, outcomes, and recommendations for further AI integration.

Crowe's Final Project Report will evaluate project outcomes, assess impacts, and provide recommendations for further AI integration. It will synthesize qualitative and quantitative insights, assessing the achievement of objectives using key performance indicators and stakeholder feedback. The report will offer data-driven recommendations for scaling AI, fostering cross-functional integrations, and enhancing governance frameworks to maintain ethical and secure practices. Additionally, it will identify areas for further investment and operational improvements. Drawing on public sector expertise, Crowe's report will align with compliance standards and provide a roadmap for advancing the organization's AI strategy while fostering innovation and continuous improvement.

6. Pricing

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

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

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

Pricing Summary

Job Title	Short Description	Long Description	10% Discounted Hourly Rate
AI Consultant	Supports AI readiness, data analysis, and model development.	Works with clients to assess AI readiness, perform data analysis, and implement AI solutions. Supports the development and execution of AI models and strategies under the guidance of senior staff.	\$202.50
AI Senior Consultant	Leads AI projects, delivers strategic insights.	Leads AI projects and engagements, providing deep expertise in AI strategy, machine learning, and data science. Aligns AI solutions with client business objectives and delivers insights to drive decisions.	\$270.00
AI Manager	Manages AI teams and project execution.	Manages AI teams and oversees the implementation of AI solutions across client projects. Responsible for planning, coordination, and execution of AI strategies, while managing stakeholder relationships.	\$315.00

Job Title	Short Description	Long Description	10% Discounted Hourly Rate
AI Senior Manager	Oversees complex AI initiatives and client relationships.	Leads larger and more complex AI initiatives. Oversees multiple AI projects, supporting alignment with overall business strategies and responsible for client relationship management.	\$432.00
AI Director	Oversees complex AI initiatives and client relationships and assists with leading the AI practice.	Leads largest and most more complex AI initiatives. Also has responsibilities for driving the AI practice within the firm.	\$472.50
AI Partner	Leads AI practice, focuses on business development and major projects.	A senior-level executive responsible for driving the AI practice within the firm. Focuses on business development, client management, and overseeing the most critical AI projects and engagements.	\$495.00

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

Project Dependencies

1. The hourly rates above include a 10% discount from our standard hourly rates.
2. We will not surprise you with additional fees that have not been agreed to by all parties in advance. If a question results in significant research or additional work or if we are requested to perform a consulting project, such effort is billed separately. We will provide you with an estimate of fees for such services and obtain management approval before proceeding.
3. For each project, Client will appoint a Project Manager to coordinate and oversee Crowe’s work, including identifying stakeholder availability for meetings, arranging meeting logistics, and overseeing client-related completion of assigned activities per the project schedule.
4. Crowe reports directly to the client (Member Organization) and not to any other third-party vendor.
5. The Client Project Manager will facilitate internal deliverable reviews and provide consolidated feedback to Crowe within 5 business days, unless otherwise noted in the Proposal.
6. Client will make data, documentation, and subject matter experts available to our team as needed to complete project activities. Client executives and staff will be available to assist in this effort, including by participating in meetings, surveys, information requests, and other appropriate points of engagement to successfully achieve the objectives of the project.
7. We can perform work in a mix of virtual and onsite environments. We can adjust this approach per Client’s preference at any time and estimate travel expenses in advance if requested.
8. Each phase of the project will require formal deliverable signoff to indicate Client acceptance. The subsequent phase of work will begin after prior phase signoff is complete and signed off.

9. Client agrees to make all management decisions, including determining which, if any, recommendations to implement.
10. We will prepare monthly invoices for progress toward deliverables, and we ask clients to pay invoices via check, ACH, or wire transfer. P-card and Credit Card (Visa, MasterCard, American Express, and Discover) are also accepted for amounts of \$10,000 USD or less and if invoices are paid within 45 days.
11. No significant changes in regulatory or client expectations or actions are expected. Should significant change occur, Crowe will assess the impact on our services and fees. All fee adjustments will require approval by all parties in advance.
12. Client will not send any sensitive information to Crowe via unencrypted solutions. Client will notify Crowe of any information sent that is deemed to be confidential and it will be clearly marked as such.
13. Crowe's deliverables are intended for Client (Member) personnel only.
14. Crowe consultants will have access to all necessary systems, resources, and personnel for the duration of the engagement.
15. Crowe may also utilize third-party providers used in the ordinary course of Crowe's business operations, including without limitation, providers such as Microsoft, Rackspace, Crowe Horwath IT Services LLP (a subsidiary owned and controlled by Crowe), information security providers, and other ordinary-course third-party providers.

Fees for Additional Services

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

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

EXHIBIT 1: SERVICE DESIGNATION AREAS

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

(Exhibit 1 continued on next page)

(Exhibit 1 continued)

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

21.	Massachusetts		
22.	Michigan		
23.	Minnesota		
24.	Mississippi		
25.	Missouri		
26.	Montana		
27.	Nebraska		
28.	Nevada		
29.	New Hampshire		
30.	New Jersey		
31.	New Mexico		
32.	New York		
33.	North Carolina		
34.	North Dakota		
35.	Ohio		
36.	Oregon		
37.	Oklahoma		
38.	Pennsylvania		
39.	Rhode Island		
40.	South Carolina		
41.	South Dakota		
42.	Tennessee		
43.	Texas		
44.	Utah		
45.	Vermont		
46.	Virginia		
47.	Washington		
48.	West Virginia		
49.	Wisconsin		
50.	Wyoming		

End of Exhibit 1

APPENDIX B

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

REQUIRED 2 CFR 200 CLAUSES

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

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

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

The following definitions apply to this statute:

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

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

10. Domestic Preference for Procurements

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

11. Trafficking in Persons

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

Check one of the following:

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

-OR-

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

ManillaJR

Digitally signed by ManillaJR
Date: 2025.05.28 13:41:34 -04'00'

Signature of Authorized Person
John R. Manilla

Name of Authorized Person
Crowe LLP

Name of Company
5/28/2025

Date

APPENDIX C RESTRICTIONS ON LOBBYING

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

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

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

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

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

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

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

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

Digitally signed by
ManillaJR
Date: 2025.05.28
13:41:46 -04'00'

ManillaJR

Signature

Partner

Title

Crowe LLP

Agency

5/28/2025

Date

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

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

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

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

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

Check one of the following:

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

-OR-

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

ManillaJR Digitally signed by ManillaJR
Date: 2025.05.28 13:41:58 -04'00'

Signature of Authorized Person

John R. Manilla

Name of Authorized Person

Crowe LLP

Name of Company

5/28/2025

Date

DISCRIMINATION AGAINST FIREARMS ENTITIES OR FIREARMS TRADE ASSOCIATIONS

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

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

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

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

Check one of the following:

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

-OR-

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

ManillaJR

Digitally signed by
ManillaJR
Date: 2025.05.28 13:42:08
-04'00'

Signature of Authorized Person

John R. Manilla

Name of Authorized Person

Crowe LLP

Name of Company

5/28/2025

Date

BOYCOTTING OF CERTAIN ENERGY COMPANIES

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

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

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

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

Check one of the following:

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

-OR-

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

ManillaJR Digitally signed by ManillaJR
 Date: 2025.05.28 13:42:18
 -04'00'

Signature of Authorized Person

John R. Manilla

Name of Authorized Person

Crowe LLP

Name of Company

5/28/2025

Date

**APPENDIX E
DEBARMENT CERTIFICATION**

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

Crowe LLP, nor its principals
(Name of lower tier participant)
are presently:

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

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

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

EXCEPTIONS:

ManillaJR Digitally signed by
ManillaJR
Date: 2025.05.28 13:42:31
-04'00'

Partner Signature of Certifying Official

5/28/2025 Title

Date of Certification
Form 1734
Rev.10-91
TPFS