

# 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

**WhitegloveAI LLC ("Contractor")**  
**5 Cowboys Way, Suite 300**  
**Frisco, TX 75034**

#### 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](mailto: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 <a href="mailto:elittrell@nctcog.org">elittrell@nctcog.org</a>
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If to Contractor:

**WhitegloveAI LLC**

**Attn:** Nichel James

5 Cowboys Way, Suite 300

Frisco, TX 75034

**Phone:** 703-308-4588

**Email:** [nick@whitegloveai.com](mailto:nick@whitegloveai.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).
- i. 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.

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**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.



## **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 for Artificial Intelligence (AI) Consultancy Services

## Introduction and Background

WhitegloveAI understands that the contemporary landscape presents unprecedented opportunities for public sector organizations to enhance their operational paradigms through the strategic deployment of Artificial Intelligence (AI). The Request for Proposal (RFP) 2025-023, issued by the North Central Texas Council of Governments (NCTCOG) and its TXShare Cooperative Purchasing Program, articulates a clear vision for leveraging AI to achieve enhanced operational efficiency, improved decision-making, elevated service delivery, and fostered innovation. WhitegloveAI wholeheartedly embraces this vision and presents our premier AI advisory program, the **Fractional Chief AI Officer** service. As a part of our five stage offering, AI Launchpad Workshop, AI Readiness, Innovate, Prepare and Integrate, we seek to offer the **AI Readiness, Innovate, Prepare and Integrate** stages to propel organizations towards this future:

### AI Readiness:

- This initial stage focuses on preparing your organization for AI adoption by assessing its current state.
- Key activities include identifying existing capabilities and readiness gaps, aligning organizational processes with WhitegloveAI's AI-AMF principles, and enabling a foundation for sustainable AI adoption.
- We will examine critical domains, including data quality, governance, infrastructure, cybersecurity measures and risk management, organizational readiness, and compliance with ethical AI practices.
- The result of this phase is a Comprehensive Assessment Report, tailored recommendations for each readiness area, and an implementation roadmap with clear timelines, partner integrations, and milestones.

### Innovate:

- This stage is dedicated to envisioning the future of AI within your organization, laying a foundation for strategic implementation.
- Key elements include a Live Executive Workshop to educate stakeholders, a comprehensive review of your people, processes and technologies, the implementation of a AI SWOT Analysis, a Tech Roadmap to plan your technology integrations, and development of your custom AI strategy

- The emphasis is on engaging stakeholders and creating a clear path for AI integration through collaborative discovery and strategic planning.

#### **Prepare:**

- This phase involves building the essential infrastructure and processes necessary for secure and effective AI operations.
- Key elements include implementation of an AI Management system and an AI governance policy and process, AI Security Controls, AI Testing and auditing, Data Discovery, and data cleanup and security.
- Additionally, we will develop your organization's data governance, data pipeline, data transformation procedures, a language model security operation strategy, AI model infrastructure, model management framework, and a plan for retrieval augmented generation infrastructure.
- This phase provides the fundamental steps required to deploy AI within your organization, addressing critical aspects of data, security, and AI model management.

#### **Integrate:**

- This phase emphasizes integrating AI into existing workflows and applications.
- Key areas of focus include providing security with staff augmentation, a Human/AI coworker Training & Collaboration plan, integrating AI into existing employee applications and processes, supporting your AI Customer service efforts, creating a contact center enablement strategy, and providing tools for AI Marketing & content creation as well as AI customer sentiment analysis.
- It is designed to empower organizations to leverage AI capabilities throughout their organization in a secure and effective manner, and with all necessary support systems.

Specifically designed to align with the nuanced needs and ambitions of public sector entities, our approach moves beyond just the technological dimensions of AI implementation. Instead, we operate from a bedrock of principles rooted in secure, ethical, and efficient AI integration. These principles underpin our methodologies and are vital to delivering a service that not only adopts the latest innovations, but also adheres to the highest standards of public trust, accountability, and data security. Our approach goes beyond simple deployment; we are dedicated to partnering with you to bring AI capabilities to every part of your organizational mission.

#### **Objectives (Addresses 5.1, pages 11-12)**

WhitegloveAI is thoroughly prepared to help your organization achieve a comprehensive list of objectives, which are directly aligned with those outlined in section 5.1 of the RFP. We aim to be the catalyst for realizing your AI vision, not merely a vendor. Our strategic approach includes:

- **Assessment and Opportunity Identification through Stakeholder Engagement:** We initiate our process with a consultative and deeply collaborative discovery process. This involves detailed analyses of your current organizational processes, existing workflows,



and operating procedures. We don't just look at the technical components; we explore the human element of your organization. By engaging in thorough and deep-dive sessions with a diverse range of your stakeholders across departments, we will identify specific opportunities for AI integration unique to your operational areas. This collaborative method ensures our recommendations are directly relevant and have the maximum impact. (This addresses 5.1.a)

- **Tailored AI Tool and Framework Recommendations:** WhitegloveAI's recommendations for AI tools and frameworks are driven by our deep understanding of your unique needs and strategic goals. Rather than a generic approach, we provide tailored solutions informed by our comprehensive AI Adoption and Management Framework (AI-AMF). The AI-AMF integrates key standards, regulations, and frameworks to ensure our recommendations are practical, sustainable, and impactful for the public sector. Our selection process actively considers ISO 42001 (Artificial Intelligence Management System), NIST AI Risk Management Framework (NIST AI RMF), OWASP Top 10 for Large Language Models (LLMs), MITRE ATLAS Framework, Blueprint for an AI Bill of Rights and the EU AI Act. By integrating these frameworks into our AI-AMF, we ensure that our recommendations offer not just technological innovation, but also full compliance, security, and ethical integrity. This allows us to select the most appropriate tools for your individual use cases, ensuring a seamless integration and maximum impact, always with a focus on practical, sustainable and impactful solutions. (This addresses 5.1.b)
- **Development of a Comprehensive Data Strategy and AI Roadmap:** Recognizing that no AI solution exists in a vacuum, we are dedicated to assisting you in developing a comprehensive data strategy that is seamlessly integrated with your AI roadmap. This integrated approach goes beyond mere compliance, and prioritizes data quality, governance, privacy, and security at every stage of the implementation. By incorporating these concerns at the initial design phase, we ensure a secure and sustainable environment for your AI operations. (This addresses 5.1.c).
- **Strategic AI Implementation Roadmap Creation:** As a part of our Innovate stage, we will collaboratively design and define a multi-year strategy, drawing from the AI Readiness to guide our customer through the Prepare and Integrate stages.. To that end, we are dedicated to creating a strategic roadmap that is both clearly understandable, and actionable. Our roadmap will explicitly outline governance structures, define project timelines, set measurable milestones, and propose specific deliverables. This will help you ensure successful and timely AI implementation. (This addresses 5.1.d).
- **Ensuring Compliance and Ethical Standards:** WhitegloveAI is committed to ensuring compliance with all legal, ethical and regulatory standards outlined in the RFP, as a part of the Prepare stage. We will establish comprehensive technical, administrative, and policy controls for internal AI use that comply with FOIA, grant/state/federal regulations and other applicable regulatory bodies to ensure transparent, secure, and ethical AI implementation. (This addresses 5.1.e).
- **Dynamic Training and Knowledge Transfer:** Understanding that your greatest asset is your people, we are dedicated to ensuring your team members are empowered to

effectively use AI as a part of the Integrate stage. To this end, we will be offering interactive workshops that educate leadership on AI capabilities and empower your team members to become true collaborators with AI. This will also include comprehensive staff training sessions and materials covering AI tools and best practices. Our training is designed for the human-element of implementation, ensuring both effective and efficient use of AI throughout your organization (This addresses 5.1.f).

- **Value Quantification and Data-Driven Business Cases:** We will quantify the long-term value AI brings to your organization. This is not just an intellectual exercise. We will create robust, data-driven business cases for both immediate and future expenditures, clearly showing the value of sustained AI investment and adoption, allowing you to make informed decisions for your future.(This addresses 5.1.g)
- **End-to-End Support for Implementations:** We know that an effective implementation is not just about the technology. We will provide full-scale support throughout all phases of pilot and full-scale implementations, and will deliver comprehensive training that empowers your team for sustainable, in-house AI operations that you can confidently manage. This hands on approach will guide your organization every step of the way and will continue through a hand-off process that enables your teams. (This addresses 5.1.h).
- **Forward-Thinking AI Roadmaps:** WhitegloveAI offers a commitment to not just your present needs, but your future trajectory. We are dedicated to working collaboratively with you to develop a long-term 5-year AI roadmap to guide your organization's future AI development. This will allow you to plan for emerging technologies and keep your organization at the leading edge of public sector AI implementation. (This addresses 5.1.i).

## Scope of Work (Addresses 5.2, page 11-12)

Our technical proposal is framed by the core structure of our "Innovate" program. The program is methodically divided into three distinct phases: Discovery, Assess, and Delivery, to methodically and strategically achieve the following outlined tasks:

### 5.2.1 AI Strategy Development:

- **Collaborative Use-Case Identification:** Through highly collaborative deep-dive stakeholder sessions, we will work directly with your individual departments to identify specific AI use cases and challenges. This focused, individualized process ensures alignment with your goals, whether it is improving response times in public safety or reducing procurement costs. Our tailored approach means that the solutions developed will be directly relevant to the day-to-day realities of your team. (This addresses 5.2.1.a)
- **Comprehensive Needs Assessment:** To ensure that AI solutions are not introduced in a vacuum, we will perform a thorough needs assessment to fully understand your organizational goals, existing processes, challenges, and the specific value that can be added by leveraging AI. (This addresses 5.2.1.b)
- **Aligned Long-Term Strategy:** We will develop a long-term AI strategy that aligns seamlessly with your organization's strategic plan and 5-year vision. This includes

working closely with your leadership team to ensure the plan supports and enhances your existing strategic goals for the future. (This addresses 5.2.1.c)

## 5.2.2 Feasibility Study and Use Case Identification

- **Potential AI Use Case Analysis:** Our "Discovery" phase is a rigorous process of analyzing your organization and its operations to identify potential AI use cases, assess their feasibility, and assign a clear value. We will work with your stakeholders to ensure that no stone is left unturned. (This addresses 5.2.2.a)
- **Compliance Requirements Documentation:** We will document all compliance requirements thoroughly, encompassing both external (such as government regulations) and internal concerns specific to your organization. Our team has deep expertise in data privacy compliance and requirements within the government sector, giving you peace of mind that our proposed solutions are safe and responsible. (This addresses 5.2.2.b).
- **Detailed Cost and Benefit Analysis:** We will deliver detailed pro's, con's, and a risk-benefit analysis for each proposed use case. This process will take into consideration your unique data strategy including elements such as data quality, data governance and your organization's specific integration readiness (This addresses 5.2.2.c and d)
- **Prioritized Use Cases:** Our process will ensure that use cases are not just valuable, but feasible. We will prioritize them based on their potential impact and the relative ease of deployment. Our process will maximize the efficient use of your resources by focusing on the solutions that will have the greatest impact. (This addresses 5.2.2.e).

## 5.2.3 AI Solution Design and Roadmap

- **External and Internal Compliance Research and Documentation:** Our team will rigorously research and document all external compliance requirements (such as the Freedom of Information Act, grant requirements, and various local, state, and federal regulations) as well as the design of internal compliance (such as design technical, administrative, policy controls for ethical and secure use of AI.) Our findings and recommendations will ensure all deployed technologies align with your regulatory and ethical obligations (This addresses 5.2.3.a).
- **Tailored AI Model and Framework Design:** We will design appropriate and customized AI models, frameworks and/or tools that are specifically tailored for your selected use cases. Our custom approach is designed to ensure that the final solution is right for you and that is not a one-size-fits all approach. (This addresses 5.2.3.b).
- **Comprehensive Roadmap:** We will develop a comprehensive roadmap that is more than just a plan; it's a guide for your AI integration. This plan will include clearly defined governance structures, project timelines, measurable milestones, resource requirements and key performance indicators. (This addresses 5.2.3.c).
- **Cost Analysis:** We will present a thorough cost analysis for each proposed AI solution, detailing all anticipated development costs, cloud/compute costs, required licensing and subscriptions, and all cloud storage and backup costs. This financial clarity ensures

there are no hidden surprises, so you can plan your resources appropriately (This addresses 5.2.3.d).

- **Ethical & Regulatory Alignment:** We are dedicated to ensuring that all solutions align with ethical guidelines and public sector regulations, with special attention to data privacy laws, such as GDPR (if applicable), as well as your organization's internal data loss protection policies. (This addresses 5.2.3.e).

#### 5.2.4 Pilot Testing and Implementation Support

- **Guided Implementation:** WhitegloveAI will guide your organization through the entire process of implementing pilot AI solutions, ensuring a smooth and low-risk transition. (This addresses 5.2.4.a)
- **Collaborative Evaluation and Refinement:** We will work closely with your stakeholders to evaluate the effectiveness of pilot projects, troubleshoot any issues, and work to refine solutions as needed for optimal outcomes. (This addresses 5.2.4.b).
- **Ongoing Post-Implementation Support:** We will offer comprehensive support for system integration and scaling your AI solutions across the entire organization (This addresses 5.2.4.c).

#### 5.2.5 Training, Adoption, and Capacity Building

- **Training Sessions for Effective Use:** We will provide dedicated and in-depth training sessions, coupled with comprehensive training materials, for your staff on AI tools and best practices. Our commitment to adoption ensures the effective and efficient use of AI across all aspects of your organization (This addresses 5.2.5.a).
- **Workshops to Foster Innovation:** We will facilitate interactive workshops designed to build your internal AI capabilities and to foster a lasting culture of innovation. (This addresses 5.2.5.b).
- **Knowledge Transfer Plan:** We will deliver a detailed knowledge transfer plan that empowers your organization to maintain and update all deployed AI systems independently. This focus on sustainability means you're not locked into a costly cycle of reliance on outside vendors. (This addresses 5.2.5.c)

### Specifications and Requirements (Addresses 5.3, pages 12-15)

WhitegloveAI has amassed a wealth of expertise in the following critical areas, ensuring that the AI consulting services we provide will be of the highest quality and fully relevant to your specific needs:

#### 5.3.1 Data Security and Privacy Compliance

- **Unwavering Commitment to Privacy:** We are completely committed to complying with all applicable federal, state, and local data privacy laws to safeguard your data and protect your organization. (Addresses 5.3.2.a)
- **Documentation for Data Protection:** We provide thorough documentation that our AI services and solutions will always adhere to local, state and federal regulations, such as

(if applicable) or other equivalent regulations Criminal Justice Information Service (CJIS) and/or the draft Texas Responsible AI Governance Act (TRAIGA). (Addresses 5.3.2.b)

- **Rigorous Security Measures:** We implement state-of-the-art security measures to guarantee the protection of sensitive and personal information during every phase of the data processing cycle. (Addresses 5.3.2.c)

### 5.3.2 Project Management and Reporting

- **Regular Project Status Updates:** We are committed to providing regular project status updates through recurring weekly or bi-weekly meetings with your organization's project management team. (Addresses 5.3.3.a)
- **Detailed Final Reporting:** Our team is committed to submitting a detailed final report at the completion of the project. This comprehensive report will summarize all of our findings, our recommendations, the results of implementation efforts and the lessons we have learned along the way. (Addresses 5.3.3.b)
- **Adherence to Deadlines:** We understand the importance of deadlines in any project. As such, we are committed to adhering to all agreed-upon project deadlines and delivering all required documentation promptly. (Addresses 5.3.3.c)

### 5.3.3 Budget and Cost Estimates

- **Comprehensive Cost Transparency:** We are committed to delivering a comprehensive cost breakdown for all our services, explicitly outlining consultancy fees, any software licensing costs (if applicable), and all other anticipated expenses at the time this level of detail is requested. (Addresses 5.3.4.a)
- **Flexible and Adaptable Pricing Structures:** We offer flexible pricing structures, such as time and materials or fixed-price contracts, to best suit the individual needs and unique scope of every project (Addresses 5.3.4.b).

### 5.3.4 Data Strategy and Management

We understand that data is the lifeblood of all effective AI projects and recognize the critical importance of aligning with best practices in data strategy and management. At WhitegloveAI, we ensure that all AI solutions developed under our engagement will maintain the highest level of data quality, governance, privacy and security. Our comprehensive plan includes: (Addresses 5.3.5)

- **Data Quality Controls:** We will implement robust measures to guarantee the integrity and accuracy of all data used in AI models. This approach will establish comprehensive data validation processes to proactively identify and address any inaccuracies or inconsistencies as well as define data enrichment procedures that will enhance the overall quality of your data sets. (Addresses 5.3.5.a)
- **Comprehensive Data Governance Framework:** We will help you outline a comprehensive governance strategy that provides clear policies for data ownership, usage rights, and data stewardship roles. Our plan will assist in facilitating compliance

with all public sector regulations while also providing clear governance documentation for your reference. The plan will also define processes for version control and data lineage tracking to maintain transparency in all data handling. (Addresses 5.3.5.b).

- **Data Privacy Assurance:** We will ensure your organization's data adheres to all applicable data privacy laws, including GDPR (if applicable) or any relevant local legislation. To maintain compliance, we will propose methodologies for anonymizing and protecting sensitive information throughout the AI model lifecycle as well as create a thorough protocol for obtaining and managing data consent whenever needed. (Addresses 5.3.5.c)
- **Data Security Protocols:** Our team will implement and recommend data security measures that include robust encryption protocols, strict access controls, and thorough risk assessment practices. Our approach includes a clearly defined response plan for data breaches or security incidents, as well as measures to guarantee secure data storage and backup practices to protect against data loss (Addresses 5.3.5.d)
- **Ongoing Data Strategy Evaluation:** Our commitment goes beyond a one-time assessment. We will include a plan for periodic evaluation and updates to your data strategy, ensuring adaptability to new regulatory changes and technological advancements. We will provide training and workshops for your internal teams to empower them to manage and uphold your data strategy post-consultation. (Addresses 5.3.5.e).

### 5.3.5 Ethical AI Requirements

WhitegloveAI will ensure that all AI solutions adhere to your organization's ethical principles, actively promoting fairness, transparency, accountability, and proactive bias mitigation, thus ensuring a responsible and trustworthy AI integration (Addresses 5.3.6).

- **Ethical Framework Alignment:** We will outline how our proposed AI solutions align with your unique principles, as well as industry standard ethical guidelines. To ensure ethical alignment, we will define our approach to integrating fairness and inclusiveness into AI development to avoid any discrimination or biased outputs (Addresses 5.3.6.a)
- **Bias Detection and Mitigation:** Our approach will include clearly defined methods for identifying and reducing bias in training data and algorithms. We will also propose ongoing monitoring techniques that will track bias throughout the deployment and operation of all AI systems (Addresses 5.3.6.b).
- **Transparency Protocols:** Our commitment to transparency ensures that all AI models are understandable. This includes making readily available details of how decisions are made to all relevant stakeholders. We will develop a clear documentation process that provides in-depth insight into all data sources, decision logic, and model outputs. (Addresses 5.3.6.c).
- **Accountability Measures:** WhitegloveAI is committed to defining clear accountability measures for all AI development and use, including tracking all actions, decisions, and changes to the model. To that end, we will also propose mechanisms for auditing AI solutions to ensure continued compliance with ethical standards (Addresses 5.3.6.d).
- **Impact Assessments:** We will include thorough plans for conducting regular ethical impact assessments to evaluate all potential societal, cultural, and operational impacts.

This will provide you with a clear framework for addressing findings from these assessments as well as corrective actions when needed. (Addresses 5.3.6.e).

### **Deliverables (Addresses 5.4, page 15)**

WhitegloveAI's commitment to your organization is delivered through clear and comprehensive deliverables, which will include:

1. A detailed Initial AI Strategy Report outlining a plan for AI integration tailored for your organization. (Addresses 5.4.a)
2. A detailed Feasibility Study that includes clear AI Use Case Recommendations as well as a robust data strategy component. (Addresses 5.4.b)
3. A comprehensive 5-Year AI Roadmap alongside a detailed AI Implementation Plan, ensuring you are set up for sustainable and long-term success.(Addresses 5.4.c)
4. A clear and actionable Pilot Implementation Plan. (Addresses 5.4.d)
5. Comprehensive Staff Training Sessions and Knowledge Transfer Plan that includes all training materials. (Addresses 5.4.e)
6. Comprehensive documentation outlining all ethical AI guidelines and measures incorporated into the process (Addresses 5.4.f)
7. A final Project Report, which will include all project evaluations, clear outcomes, and all recommendations for any future AI integrations (Addresses 5.4.g)

### **Contract Type**

WhitegloveAI is fully prepared to enter into a fixed-price contract that is based on the pricing you propose with the understanding that flexibility in our pricing structures will be provided to meet the needs of all our clients. We confirm that we currently maintain all necessary permits, approvals, and licenses needed for the lawful performance of our obligations under this contract, and will ensure that we maintain these credentials throughout the term of the contract. (Addresses 5.6)

### **Contract Term**

We confirm our understanding that the contract resulting from this RFP will have an initial term of 24 months and will be eligible for up to three optional one-year extensions. We are fully prepared to honor this commitment for as long as we are needed by your organization. (Addresses 5.7)

### **Warranty/Guarantee**

WhitegloveAI guarantees our unwavering commitment to providing high-quality AI consultancy services and our promise to work collaboratively with each of our clients. We are dedicated to ensuring the successful implementation and the ongoing use of our provided solutions as outlined in the specific terms of every mutually agreeable SOW. We guarantee that every deliverable is accurate, secure, and compliant. (Addresses 5.8)

### **Quality**

WhitegloveAI is committed to the highest quality of service. Our team understands and will adhere to all applicable industry standards, laws, and regulations while also demonstrating our clear ability to market and distribute our services to all members of the cooperative. (Addresses 5.9)

### **New Goods & Services**

WhitegloveAI offers flexibility. We are fully able to add new goods and services during the term of the contract by written amendment provided these services are within the defined scope of the RFP. We will offer support for new services that are added to a manufacturer's lists as well as any new services that reflect emerging technologies and improved functionality. (Addresses 5.10)

### **Conclusion**

WhitegloveAI stands as the ideal partner for any organization wanting to realize the promise of AI implementation. We combine deep experience in AI strategy, real-world practical implementation and comprehensive knowledge of the ethical considerations that underpin responsible AI adoption. Our methodical approach in our signature "Innovate" program, coupled with our deep expertise in the public sector, makes us the right partner to support your AI transformation journey. We are prepared to provide you with the tools, resources, and support to achieve your AI ambitions while ensuring the highest quality of care and implementation every step of the way.

### **Please note:**

- This proposal is designed to provide more detail and explanation in each section. This has expanded the section to address the request to be more verbose.
- This revision is created based on the Whiteglove AI sales deck (including the "Innovate" PDF) and the RFP sections.
- This proposal has been revised to include a more comprehensive response to all applicable sections as well as a more explicit commitment to the language and goals of each specific area.
- All other sections of the response, as per your instructions, will be handled separately.

Please let me know if you have any further revisions or questions, I am ready to continue refining this proposal as needed.



## APPENDIX A.1

## Pricing for TXShare Cooperative Purchase Program Participants

Item	Description	Price	Conditions
1	vCAIO - AI Launchpad Workshop - Scoped Retainer	\$30,000 one time	Fixed cost. One-time engagement; 8-week program. Includes education, process assessment, planning, AI implementation, RIO analysis.
2	vCAIO - Principal - Scoped Retainer	\$350 per hour	Retainer based on scope and size. Minimum 100-hour retainer; Includes AI Readiness Assessment, Innovate (AI Strategy), Prepare, and Integrate
3	vCAIO - Senior Consultant - Scoped Retainer	\$250 per hour	Retainer based on scope and size. Minimum 100-hour retainer; Includes AI Readiness Assessment, Innovate (AI Strategy), Prepare, and Integrate
4	vCAIO - Consultant - Scoped Retainer	\$175 per hour	Retainer based on scope and size. Minimum 100-hour retainer; Includes AI Readiness Assessment, Innovate (AI Strategy), Prepare, and Integrate
5	Managed AI Service - Text-Based AI Chatbots Features a text based chat bot that uses pre-loaded knowledge to provide real-time support and answers to questions 24/7.	\$15,000 per year	Includes one chatbot, setup, unlimited chats, human training, and maintenance (four knowledge updates per year, access to chats); knowledge base training for chatbot, red team security testing, and website integration
6	Managed AI Service - Text-Based AI Chatbots Workspace	\$80,000 per year	Includes your own workspace with unlimited chatbots, setup, human training, and maintenance (four knowledge updates per year, access to chats); knowledge base training for chatbot, red team security testing, and website integration. First 10 Chatbots setup included in price, \$80 per chatbot setup there after.
7	Managed AI Service - VoiceAI Agents Base Service	\$30,000 per year	Features an AI persona that is able to communicate and voice conversation over the phone or web call 24/7. Includes one VoiceAI Agent and agent environment and fully managed by WhitegloveAI. Initial minute package includes 5,000 minutes per month and \$0.80 per minute thereafter - with 10 concurrent calls.
8	Managed AI Service - VoiceAI Agent Management	\$0 per year	No fee for TXShare contracts. Includes four knowledge updates and per year, performance monitoring, troubleshooting and access to call transcriptions.
9	Managed AI Service - VoiceAI Agent Setup	\$5,000 one time	One-time per implementation. Setup includes call script setup and agent behavior configuration, one voice impersonation, knowledge base training for agent, phone number setup, web chat set up (speak via browser), red team security testing, and human training.
10	Managed AI Service - VoiceAI Tool & Skill Setup	\$500 Per Tool	Tools and skills include actions that your agent may take during or after a call and can include emails, notifications, API calls, internal tool integration, etc.
11	Managed AI Service - VoiceAI Additional Agent Add On Package	\$1000 per year	Includes one VoiceAI Agent. Initial minute package includes 100 minutes per month and \$0.80 per minute thereafter.

12	Managed AI Service - Additional VoiceAI Agent Setup	\$250 One Time	One-time per implementation. Setup includes call script setup and agent behavior configuration, knowledge base training for agent, phone number setup, web chat set up (speak via browser), red team security testing, and human training.
13	Managed AI Service - AI Avatar Base Service	\$50,000 per year	Features a livestreaming avatar, similar to a facetime call, that is able to interact with citizens or employees in a lifelike manner 24/7 - we are able to reproduce the likeness and voice of any living and consenting human to use for the avatar. Includes one AI Avatar. Initial conversation package includes 2,000 conversations per month and \$0.50 per conversation thereafter and is fully managed by WhitegloveAI.
14	Managed AI Service - AI Avatar Management	\$0 per year	No fee for TXShare contracts. Includes four knowledge updates and per year, performance
15	Managed AI Service - AI Avatar Setup	\$3,000 one time	One-time per implementation. Setup includes setup and behavior configuration, one likeness and voice impersonation, knowledge base training, website integrations, red team security testing, and human training.
16	Managed AI Service - AI Avatar Physical Kiosk	\$50,000 starting price, per kiosk	Kiosk includes a portrait style screen starting at 50" and a omni-directional speaker for auditory privacy. Client is responsible for all cosmetic furnishings that may surround the kiosk screen, electricity, internet access, construction and permitting. We will only assist with the site delivery and set up of the screen and omni directional speaker.
17	Managed AI Service - Additional Digital Human AI Avatar	\$25,000 per year	Per additional agent per year; Requires base service and set up fee
18	Managed AI Service - Managed Multi-Agent Team Base Package	\$25,000 per year	Provides a coordinated team of intelligent AI agents capable of handling complex tasks, inquiries, and workflows across departments. Operating 24/7, these agents specialize in diverse areas, ensuring seamless support and efficiency. Includes supervisor agent + 3 specialized agents (comms, reasoning, scheduling). Custom RAG integration.
19	Managed AI Service - Managed Multi-Agent Team – Agent Skill/Tool Inte	\$500 one time	Integrates third-party tools (e.g., SerpAPI, Stripe, Airtable, internal APIs).
20	Managed AI Service - Managed Multi-Agent Team – Custom RAG Datas	\$5,000 one time	Includes PDF upload, web scraping, vector DB setup, and testing.
21	Managed AI Service - Managed Multi-Agent Team – Additional Agents	\$3,000 per year per agent	Adds agents like Matching Agent or Calendar Agent.
22	Managed AI Service - Managed Multi-Agent Team – Voice, SMS, Email, S	\$1,000 per year per agent per channel	Enables multi-channel agent communication.
23	Managed AI Service - Managed Multi-Agent Team – Analytics & Observa	\$500 per year per agent	Includes usage logs, success metrics, and human-in-the-loop flags.
24	Managed AI Service - Managed Humanoid AI Management Package	\$50,000 per year, per robot	Offers a state-of-the-art humanoid robot service, where we handle procurement, setup, and AI training to ensure optimal performance. These robots are equipped to perform interactive, lifelike tasks and provide support 24/7, enhancing citizen and employee engagement. Does not include purchase of robot. Maintenance of Robot not included.

EXHIBIT 1: SERVICE DESIGNATION AREAS

	<b>Texas Service Area Designation or Identification</b>		
<b>Proposing Firm Name:</b>	<b>WhitegloveAI LLC</b>		
<b>Notes:</b>	<b>Indicate in the appropriate box whether you are proposing to service the entire state of Texas</b>		
	Will service the entire state of Texas	Will not service the entire state of Texas	
	<input checked="checked" type="checkbox"/>	<input type="checkbox"/>	
	<b>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.</b>		
<b>Item</b>	<b>Region</b>	<b>Metropolitan Statistical Areas</b>	<b>Designated Service Area</b>
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							
<b>Proposing Firm Name:</b>	WhitegloveAI LLC						
<b>Notes:</b>	<p><b>Indicate in the appropriate box whether you are proposing to provide service to all Fifty (50) States.</b></p> <table border="1"> <tr> <td>Will service all fifty (50) states</td> <td>Will not service fifty (50) states</td> </tr> <tr> <td align="center"><input checked="checked" type="checkbox"/></td> <td align="center"><input type="checkbox"/></td> </tr> </table> <p><b>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.</b></p> <p><b>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.</b></p>			Will service all fifty (50) states	Will not service fifty (50) states	<input checked="checked" type="checkbox"/>	<input type="checkbox"/>
Will service all fifty (50) states	Will not service fifty (50) states						
<input checked="checked" type="checkbox"/>	<input type="checkbox"/>						
<b>Item</b>	<b>State</b>	<b>Region/MSA/City (write "ALL" if proposing to service entire state)</b>	<b>Designated as a Service Area</b>				
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.

Nichel James

Digitally signed by Nichel James

Date: 2025.07.30 14:41:27 -05'00'

Signature of Authorized Person

Nichel James

Name of Authorized Person

WhitegloveAI LLC

Name of Company

7/30/25

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.

**Nichel James** Digitally signed by Nichel James  
Date: 2025.07.30 14:44:34 -05'00'

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Signature

CEO

Title

WhitegloveAI LLC

Agency

7/30/25

---

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.

Nichel James Digitally signed by Nichel James  
Date: 2025.07.30 14:44:24  
-05'00'

\_\_\_\_\_  
Signature of Authorized Person

Nichel James

\_\_\_\_\_  
Name of Authorized Person

WhitegloveAI LLC

\_\_\_\_\_  
Name of Company

7/30/25

\_\_\_\_\_  
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.

# Nichel James

Digitally signed by Nichel  
James  
Date: 2025.07.30 14:44:16  
-05'00'

Signature of Authorized Person

# Nichel James

Name of Authorized Person

WhitegloveAI LLC

Name of Company

7/30/25

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.

**Nichel James**  
Digitally signed by Nichel James  
Date: 2025.07.30 14:44:09 -05'00'

Signature of Authorized Person

Nichel James

Name of Authorized Person

WhitegloveAI LLC

Name of Company

7/30/25

Date

