

# 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

**Evoort Solutions LLC ("Contractor")**  
**8530 Eagle Point Blvd, Suite 100**  
**Lake Elmo, MN 55042**

#### 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>
---------------	---

If to Contractor: **Evoort Solutions LLC**  
**Attn:** Prinesh Patel  
8530 Eagle Point Blvd, Suite 100  
Lake Elmo, MN 55042  
**Phone:** 909-494-6213  
**Email:** [info@evoortsolutions.com](mailto:info@evoortsolutions.com)

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

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

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

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

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

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

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

9.5.2 Commercial General Liability:

9.5.2.1 Required Limits:

\$1,000,000 per occurrence;

\$3,000,000 Annual Aggregate

9.5.2.2 Commercial General Liability policy shall include:

9.5.2.2.1 Coverage A: Bodily injury and property damage;

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

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

#### **ARTICLE X ADDITIONAL REQUIREMENTS**

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

participation in federal assistance programs under Executive Order 12549, Debarment and Suspension. Contractor and its subcontractors shall comply with the Certification Requirements for Recipients of Grants and Cooperative Agreements Regarding Debarments and Suspensions.

- 10.7 **Restrictions on Lobbying.** CONTRACTOR agrees to comply with all applicable provisions of 2 CFR §200.450. CONTRACTOR shall include a statement of compliance with the Lobbying Certification and Disclosure of Lobbying Activities in procurement solicitations exceeding \$100,000. Lobbying Certification and Disclosure of Lobbying Activities shall be completed by subcontractors and included in subcontractor contracts, as applicable. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. See Appendix C.
- 10.8 **Procurement of Recovered Materials.** Contractor agrees to comply with all applicable provisions of 2 CFR §200.322.
- 10.9 **Drug-Free Workplace.** Contractor shall provide a drug free work place in compliance with the Drug Free Work Place Act of 1988.
- 10.10 **Texas Corporate Franchise Tax Certification.** Pursuant to Article 2.45, Texas Business Corporation Act, state agencies may not contract with for profit corporations that are delinquent in making state franchise tax payments.

10.11 **Civil Rights Compliance**

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

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

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

Information and Reports: Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and facilities as may be determined by the State or the FHWA to be pertinent to ascertain compliance with such Acts, Regulations or directives. Where any information required of Contractor is in the exclusive possession of another who fails or refuses to furnish this information, Contractor will so certify to NCTCOG, the Texas Department of Transportation (“the State”) or the Federal Highway Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

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

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

#### 10.12 **Disadvantaged Business Enterprise Program Requirements**

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

#### 10.13 **Pertinent Non-Discrimination Authorities**

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

- a. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- b. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects).
- c. Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), as amended, (prohibits discrimination on the basis of sex).
- d. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.) as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27.
- e. The Age Discrimination Act of 1975, as amended, (49 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age).
- f. Airport and Airway Improvement Act of 1982, (49 U.S.C. Chapter 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex).
- g. The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, subrecipients and contractors, whether such programs or activities are Federally funded or not).
- h. Titles II and III of the Americans with Disabilities Act, which prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38.

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

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

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

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

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

**10.15 House Bill 89 Certification**

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

---

---

**10.16 Certification Regarding Disclosure of Conflict of Interest.**

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

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

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

Any executive or employee of the contractor, an elected official in the area or a member of the NCTCOG, shall not solicit or accept money or any other consideration from a third person, for the performance of an act reimbursed in whole or part by contractor or Department. Supplies, tools, materials, equipment or services purchased with contract funds shall be used solely for purposes allowed under this contract. No member of the NCTCOG shall cast a vote on the provision of services by that member (or any organization which that member represents) or vote on any matter

which would provide a direct or indirect financial benefit to the member or any business or organization which the member directly represents.”

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

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

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

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

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

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

**10.17 Certification of Fair Business Practices**

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

**10.18 Certification of Good Standing Texas Corporate Franchise Tax Certification**

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

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

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

**10.20 Discrimination Against Firearms Entities or Firearms Trade Associations**

Pursuant to Texas Local Government Code Chapter 2274, Subtitle F, Title 10, prohibiting contracts with companies who discriminate against firearm and ammunition industries. NCTCOG is prohibited from contracting with entities, or extend contracts with entities who have practice, guidance, or directive that discriminates against a firearm entity or firearm trade association. Contractor shall certify its compliance through execution of the “Discrimination Against Firearms Entities or Firearms Trade Associations Certification,” which is included as Appendix D of this Contract. The Contractor shall pass these requirements down to any of its subcontractors funded under this Agreement. The Contractor shall notify NCTCOG if the Contractor cannot comply with the prohibition during the performance of this Contract.



**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.

With a shared vision of innovation and excellence, Evoort Solutions is ready to partner with NCTCOG to unlock the full potential of AI, delivering solutions that inspire trust, drive impact and pave the way for a smarter, more efficient future.

## Technical Proposal

### *Introduction: Aligning Vision with Objectives*

At Evoort Solutions, we recognize the pivotal role that Artificial Intelligence (AI) can play in transforming public sector operations and we are excited to partner with the North Central Texas Council of Governments (NCTCOG) to help achieve its vision of innovation and operational excellence. Our understanding of NCTCOG's objectives is clear: leveraging AI to enhance operational efficiency, improve decision-making, elevate constituent engagement and foster a culture of continuous improvement across TXShare member entities.

Evoort Solutions brings a proven methodology and a wealth of experience to this engagement. We specialize in designing innovative AI frameworks that deliver measurable results, whether through optimizing workflows, enhancing citizen interactions, or implementing predictive analytics for resource management. At every stage, we prioritize transparency, compliance and inclusivity, ensuring that the solutions we provide are trustworthy and impactful.

Our commitment extends beyond technology to include a deep partnership with NCTCOG and its member entities. Through ongoing collaboration, knowledge sharing and tailored support, we aim to empower TXShare participants to lead the way in public sector AI innovation. By aligning our expertise with NCTCOG's vision, we will deliver solutions that not only address immediate priorities but also lay the foundation for long-term success.

### *Comprehensive AI Strategy Development*

A successful AI implementation begins with a clear and comprehensive strategy that aligns with the unique needs and objectives of the organization. At Evoort Solutions, we believe in creating AI strategies that are actionable, adaptable and aligned with long-term goals. For NCTCOG and TXShare participants, our approach ensures that each AI initiative is tailored to the distinct requirements of individual entities while remaining cohesive with the broader regional vision.

### **Detailed Needs Assessment**

We will begin by conducting an in-depth **needs assessment** for TXShare participants to understand their existing processes, operational challenges and strategic goals. This will involve stakeholder interviews, process audits and data analysis to identify key opportunities for AI integration. The

assessment will also highlight areas of inefficiency, gaps in technology and potential use cases that can drive value.

### **Stakeholder Collaboration**

Collaboration with stakeholders is central to our methodology. We will engage with representatives from NCTCOG and TXShare members to gather insights, align expectations and define priorities. Our alignment analysis and interactive sessions will provide a platform for open dialogue, ensuring that every stakeholder's voice is heard and their unique needs are addressed.

### **Strategic Roadmap Development**

Using insights from the needs assessment and stakeholder discussions, Evoort Solutions will develop a strategic roadmap that aligns with NCTCOG's 5-year vision. This roadmap will include:

- Defined objectives and outcomes for each phase of AI implementation.
- Prioritized AI initiatives based on feasibility, impact and alignment with organizational goals.
- Timelines, milestones and resource allocation for effective execution.

### **Focus Areas for Transformation**

Our strategy will address critical focus areas that align with NCTCOG's mission, including:

- **Public Safety Optimization:** Leveraging AI to improve emergency response times, allocate resources effectively and enhance situational awareness.
- **Predictive Maintenance:** Utilizing AI-driven analytics to anticipate and address infrastructure maintenance needs, reducing costs and downtime.
- **Citizen Engagement:** Deploying AI tools to improve communication channels, personalize services and increase satisfaction among constituents.

### **Integration Recommendations**

Evoort Solutions will provide **actionable recommendations** for integrating AI tools and frameworks into existing workflows. This includes:

- Identifying the most suitable AI technologies and platforms for each use case.
- Ensuring seamless integration with existing systems such as ERP, CRM and GIS platforms.
- Establishing governance protocols to maintain data integrity and system reliability.

### *Feasibility Study and Use Case Identification*

Evoort Solutions employs a systematic approach to identify and evaluate high-value opportunities, ensuring alignment with NCTCOG's goals and the unique needs of TXShare participants.

### **Identification of High-Value Use Cases**

We will begin by conducting stakeholder workshops and analyzing organizational data to uncover pain points, inefficiencies and opportunities for improvement. These sessions will serve to:

- Capture input from diverse stakeholders across TXShare member entities.
- Identify specific challenges where AI can deliver measurable benefits.
- Explore potential use cases, such as predictive analytics for infrastructure maintenance, chatbots for citizen engagement and resource optimization for public safety.

### **Evaluation Criteria for Use Cases**

Once potential use cases are identified, Evoort Solutions will evaluate them against a set of comprehensive criteria to determine their viability and impact. Key evaluation factors will include:

- **Feasibility:** Assessing technical and operational readiness for AI deployment.
- **Cost-Effectiveness:** Analyzing the expected return on investment relative to the implementation costs.
- **Impact Potential:** Evaluating the projected benefits for stakeholders, including efficiency gains, service improvements and scalability.
- **Alignment:** Ensuring use cases support NCTCOG's strategic objectives and address TXShare participants' priorities.

### **Risk-Benefit Analysis**

For each proposed use case, Evoort Solutions will conduct a detailed risk-benefit analysis to identify potential challenges and mitigation strategies. This includes:

- Addressing risks such as data quality issues, stakeholder resistance and technological constraints.
- Outlining benefits in terms of cost savings, enhanced decision-making and improved service delivery.
- Proposing contingency plans to handle unforeseen challenges during implementation.

### **Compliance Assessment**

Ensuring regulatory and ethical compliance is integral to our approach. Each use case will be assessed to ensure it aligns with public sector standards, including:

- Data privacy and security requirements, such as GDPR and applicable state and federal regulations.
- Ethical AI principles, including fairness, transparency and accountability.
- Adherence to NCTCOG's governance policies and frameworks.

### **Identification of Use Cases**

After evaluating the feasibility and potential impact, Evoort Solutions will identify and prioritize use cases to maximize the value delivered to TXShare participants. This prioritization will consider:

- **Ease of Deployment:** Focusing on quick wins that can demonstrate immediate value.
- **Long-Term Value:** Identifying scalable solutions that contribute to sustainable growth.
- **Stakeholder Alignment:** Ensuring broad support and engagement for prioritized initiatives.

### *AI Solution Design and Implementation Roadmap*

Our AI solution design and implementation roadmap is structured to ensure safe, ethical and scalable deployments, delivering both immediate and long-term value.

### **Custom Design of AI Frameworks and Models**

We design AI frameworks and models that address the specific use cases identified during the feasibility study. Each framework will:

- Leverage state-of-the-art AI technologies including not just legacy techniques such as machine learning, natural language processing and computer vision, but also cutting edge technologies such as **Large Language Models** in order to harness the full scope and potential of ML and AI research and academia.
- Be tailored to the unique operational needs of TXShare participants, ensuring relevance and usability.
- Incorporate **modular architectures** to **support scalability** and integration with existing systems.
- Include **testing and validation stages** to ensure model accuracy, reliability and compliance.

### **Technical, Administrative and Policy Controls**

To guarantee safe and ethical AI usage, Evoort Solutions will establish comprehensive controls that cover:

- **Technical Controls:** Secure coding practices, encryption protocols and access restrictions to protect sensitive data.
- **Administrative Controls:** Defined roles and responsibilities for AI oversight in the team organization, including clear escalation pathways for addressing issues.
- **Policy Controls:** Elucidation of usage policies to ensure compliance with public sector regulations and ethical AI principles, such as fairness and transparency.

### **Comprehensive Implementation Roadmap**

A detailed roadmap will guide the implementation of each AI solution, providing clarity and structure for all stakeholders. This roadmap will include:

- **Timelines and Milestones:** Clear schedules for each phase, from initial deployment to full-scale rollout.
- **Resource Allocation:** Identification of personnel, tools and infrastructure needed for each step.
- **Dependency Management:** Addressing interdependencies between tasks to minimize delays and optimize efficiency.
- **Iterative Development Cycles:** Continuous improvement loops based on stakeholder feedback and real-world performance metrics.

### **Key Performance Indicators (KPIs)**

To measure success and guide improvements, Evoort Solutions will define specific KPIs tailored to each use case. Examples include:

- Reduction in operational inefficiencies (e.g., faster response times, reduced manual workloads).
- Enhanced user engagement and satisfaction metrics for citizen-facing applications.
- Increased cost savings and resource utilization rates through predictive analytics.
- Scalability metrics to evaluate the adaptability of solutions for broader applications.

### **Cost Analysis for Implementation**

A comprehensive cost analysis will ensure financial transparency and informed decision-making. Key components include:

- **Technology Licensing:** Identifying costs associated with required software, APIs and platforms.
- **Infrastructure Costs:** Estimating expenses for cloud services, compute resources and storage requirements.
- **Personnel Needs:** Detailed breakdown of costs for internal and external resources, including developers, trainers and project managers.
- **Operational Costs:** Forecasting ongoing maintenance and support expenses for AI systems post-deployment.

### *Pilot Testing and Implementation Support*

Pilot testing is a critical phase in the deployment of AI solutions, allowing organizations to validate their use cases, fine-tune systems and build confidence among stakeholders. Evoort Solutions employs a structured and collaborative approach to pilot testing and iterative development to ensure each AI implementation meets the highest standards of usability, efficiency and effectiveness.

### **Design and Execution of Pilot Programs**

Evoort will design and execute pilot programs tailored to the specific needs of TXShare participants. Key steps include:

- Identifying pilot environments that **represent real-world conditions** of operation.
- Configuring AI solutions for **localized testing** while ensuring data privacy and security.
- Collaborating with stakeholders to establish pilot objectives and expected outcomes.
- Implementing **controlled rollouts** that allow for targeted observations and adjustments.

### **Metrics to Evaluate Pilot Success**

We will define and track metrics that objectively measure the performance and impact of AI solutions during the pilot phase. These metrics include:

- **Usability:** Assessing the ease of use and adoption rates among end-users.
- **Efficiency:** Measuring reductions in time, resources, or costs achieved through AI implementation.
- **Accuracy:** Validating the precision and reliability of AI models in delivering desired outputs.
- **Stakeholder Satisfaction:** Gauging feedback from users to ensure the solution meets their expectations and needs.

### **Collection of Stakeholder Feedback**

Stakeholder feedback is essential for refining AI solutions and ensuring alignment with organizational goals. Evoort Solutions will:

- Facilitate workshops and feedback sessions with pilot participants to capture insights.
- Use surveys, interviews and usage analytics to gather quantitative and qualitative feedback.
- Analyze feedback to identify trends, challenges and opportunities for improvement.

### **Iterative Development Cycles**

Based on pilot results, Evoort will employ iterative development cycles to address gaps and optimize performance. Our approach includes:

- Making data-driven adjustments to algorithms, workflows and user interfaces.
- Re-testing updated solutions in controlled environments to validate improvements.
- Refining deployment strategies to ensure scalability and reliability across broader applications.

### **Scaling Successful Pilots**

Once pilots have demonstrated success, Evoort will implement strategies for scaling solutions across multiple departments and entities. This involves:

- Developing detailed rollout plans, including phased expansions and resource allocation.
- Ensuring interoperability with existing systems to support seamless integration.
- Providing training and support to new users for effective adoption at scale.

### *Training, Adoption and Capacity Building*

Evoort Solutions understands that the success of any AI initiative hinges not only on technical implementation but also on the ability of teams to effectively use, manage and sustain these systems. To this end, we prioritize comprehensive training, knowledge transfer and capacity-building initiatives tailored to the unique needs of NCTCOG and TXShare participants.

#### **Training Sessions and Materials**

Evoort will deliver tailored training sessions to equip staff with the skills and knowledge needed to use AI tools effectively. These sessions will focus on:

- **AI Fundamentals:** Introduction to key AI concepts, use cases and benefits.
- **Hands-On Practice:** Training on specific AI tools, platforms and workflows relevant to the deployed solutions.
- **Best Practices:** Guidance on ethical AI usage, data governance and security protocols.
- **Advanced Skills:** Specialized training for technical staff on maintaining and optimizing AI systems.

We will provide comprehensive training sessions, ensuring participants are well informed and will also point to additional vocational training resources they can explore if they opt for a deeper dive into specific tools and technologies.

#### **Workshops for Internal Capability Building**

To foster a culture of innovation and self-sufficiency, Evoort will facilitate interactive workshops designed to build internal AI capabilities. These workshops will:

- Enable cross-functional teams to explore the potential of AI in their operations.
- Provide case studies and simulations to encourage problem-solving and creative thinking.
- Empower teams to identify and champion new AI use cases, ensuring continuous improvement and innovation.

By engaging participants in collaborative learning environments, Evoort will inspire confidence and enthusiasm for AI-driven transformation.

#### **Knowledge Transfer Plan**

Evoort Solutions will implement a robust knowledge transfer plan to ensure NCTCOG and TXShare participants can independently manage and update AI systems post-deployment. This plan includes:

- **Documentation:** Delivering detailed technical and operational documentation for all AI solutions.

- **Mentorship Programs:** Embedding Evoort experts alongside internal teams during the transition phase for hands-on guidance.
- **Structured Handover:** Step-by-step transition of system ownership, including administrator access, configuration details and support processes.

The goal is to leave NCTCOG and its participants with the expertise and confidence needed to maintain, adapt and expand AI systems as organizational needs evolve.

### **Fostering Long-Term Success**

Evoort's training and capacity-building initiatives are designed to empower NCTCOG and TXShare participants with the tools and knowledge to become leaders in AI innovation. By enabling internal teams to independently sustain and grow AI systems, we ensure the long-term success and scalability of every solution we deliver. This focus on building internal expertise reinforces our commitment to delivering lasting value and transformative results.

### *Budget and Cost Estimates*

Evoort Solutions is committed to providing transparent and flexible pricing structures tailored to the diverse needs of NCTCOG and TXShare participants. Below, we briefly outline our proposed cost structure and the value-driven approach we adopt to ensure optimal return on investment for AI consultancy services.

### **Comprehensive Cost Breakdown**

Evoort Solutions ensures that all project costs are clearly defined and structured to maximize efficiency and value. Key cost components include:

- **Expert Resources**
  - Allocation of skilled professionals, including Project Manager, AI Engineers, Data Scientists and Integration Specialists, for each phase of the engagement.
  - A detailed hourly rate card for each role is provided in the attached pricing sheet.
- **Flexible Resource Deployment**
  - Evoort Solutions offers both onshore and offshore rates to provide TXShare participating entities with maximum flexibility.
  - Entities can choose resource deployment models that best align with their budgets, timelines and operational preferences.
- **Fixed Hourly Rate Model**
  - Transparent hourly rates for each role, ensuring predictability and consistency.
  - Participating entities can leverage either onshore or offshore expertise based on project-specific needs, without compromising on quality.

## Ensuring Maximum Transparency and Efficiency

- Evoort Solutions prioritizes cost transparency by breaking down all pricing components in the **attached pricing sheet**.
- The fixed-rate hourly model ensures that participating entities can plan their budgets confidently while choosing the resource model that aligns with their priorities.
- Our approach is designed to ensure that participating entities get the highest value for their investment, balancing quality, flexibility and cost-efficiency.
- Recognizing that different participating entities may have varying requirements, hourly rates by competency enable each entity to transparently estimate project costs and make informed decisions.

For detailed pricing information, including roles, hourly rates and deployment options, please refer to the **Proposal Pricing** sheet attached. Evoort Solutions is fully prepared to work collaboratively with NCTCOG and TXShare participants to adapt our pricing and resource allocation to meet project-specific goals and constraints.

### *Data Strategy and Management*

Evoort Solutions' approach to Data Strategy integrates best practices, advanced methodologies and compliance protocols to deliver a data framework that supports reliable, ethical and effective AI operations.

### **Data Quality Controls**

Ensuring the integrity and accuracy of data is critical to the success of AI models. Evoort Solutions will:

- **Implement Integrity Measures:** Establish rigorous quality control processes to validate the accuracy, completeness and consistency of datasets.
- **Data Validation:** Develop automated validation pipelines to identify and resolve inaccuracies or inconsistencies in real-time.
- **Data Enrichment:** Enhance datasets by incorporating external, high-value data sources and applying enrichment techniques to improve the depth and quality of data insights.

### **Data Governance Framework**

Evoort Solutions will design a comprehensive governance strategy to provide clear policies and oversight for data handling. This framework includes:

- **Data Ownership and Usage Policies:** Clearly defined roles and responsibilities for data stewardship, ownership and access.

- **Regulatory Compliance:** Governance strategies aligned with public sector regulations, ensuring data handling meets all legal requirements.
- **Version Control and Transparency:** Processes for tracking data lineage and versioning to provide a transparent history of data usage and updates.

### Data Privacy Assurance

To safeguard sensitive information, Evoort Solutions will implement robust privacy assurance protocols:

- **Adherence to Privacy Laws:** Ensure compliance with GDPR (if applicable) and local privacy legislation, incorporating best practices for public sector data handling.
- **Anonymization Techniques:** Propose and apply data anonymization methodologies to protect personally identifiable information (PII).
- **Consent Management:** Develop clear protocols for obtaining and managing consent for data collection and processing, ensuring stakeholder trust and regulatory compliance.

### Data Security Protocols

Evoort Solutions emphasizes proactive measures to secure data assets against potential risks:

- **Encryption and Access Controls:** Implement advanced encryption techniques and role-based access controls to safeguard data during storage and transit.
- **Risk Assessment:** Conduct regular assessments to identify vulnerabilities and recommend mitigation strategies.
- **Incident Response Plan:** Develop and document a comprehensive response plan for managing data breaches or security incidents, detailing responsibilities and escalation protocols.
- **Secure Storage and Backup:** Ensure robust data storage and backup practices to protect against data loss and enable rapid recovery.

### Ongoing Data Strategy Evaluation

Data strategies must evolve to stay aligned with regulatory changes and technological advancements. Evoort Solutions will:

- **Periodic Evaluation:** Develop a plan for regularly reviewing and updating the data strategy to reflect new regulations, organizational priorities and AI advancements.
- **Training and Workshops:** Offer targeted training sessions for internal teams to enhance their capacity to manage and uphold the data strategy independently.

### *Ethical AI Requirements*

Evoort Solutions prioritizes the ethical development and deployment of AI systems, ensuring that all solutions are fair, transparent, accountable and inclusive. By integrating robust ethical

frameworks and proactive bias mitigation strategies, we deliver AI solutions that align with NCTCOG's organizational principles and build trust among stakeholders.

### **Ethical Framework Alignment**

Evoort Solutions will ensure that all proposed AI solutions adhere to both industry-standard ethical guidelines and the specific ethical principles outlined by NCTCOG. Our approach includes:

- **Alignment with Ethical Standards:** Ensuring solutions comply with established industry frameworks and other public sector AI guidelines.
- **Fairness and Inclusiveness:** Developing AI models and workflows that proactively account for diversity, avoiding discriminatory or biased outputs.
- **Cultural Sensitivity:** Designing solutions that reflect the diverse demographics and needs of the communities served by NCTCOG and TXShare participants.

### **Bias Detection and Mitigation**

Bias can undermine the integrity and effectiveness of AI systems. Evoort Solutions employs advanced methods to detect and mitigate bias at every stage of AI development:

- **Bias Identification:** Using algorithmic techniques to analyze training data and model outputs for patterns of bias.
- **Proactive Mitigation:** Implementing processes to re-balance biased datasets and adjust model parameters to ensure fair and accurate outcomes.
- **Ongoing Monitoring:** Establishing tools and practices to continuously monitor bias during deployment, ensuring fairness throughout the lifecycle of the AI system.

### **Transparency Protocols**

Transparency is critical to building trust and understanding in AI systems. Evoort Solutions ensures that AI models are interpretable and their decision-making processes are accessible to stakeholders:

- **Explainable AI Models:** Designing models that provide clear explanations of how decisions are made, tailored to both technical and non-technical audiences.
- **Comprehensive Documentation:** Delivering detailed documentation on data sources, decision logic and model outputs, enabling stakeholders to understand and evaluate the AI system.
- **Stakeholder Engagement:** Facilitating workshops and presentations to ensure users and decision-makers have a clear understanding of the AI system's functionality and impact.

### **Accountability Measures**

Accountability is integral to ethical AI deployment. Evoort Solutions will establish clear measures to ensure responsible AI development and use:

- **Action and Decision Tracking:** Implementing systems to log and track actions, decisions and model changes, creating a transparent audit trail.
- **Auditing Mechanisms:** Proposing regular audits to assess AI performance, compliance and adherence to ethical standards.
- **Ownership and Responsibility:** Clearly defining roles and responsibilities for overseeing and maintaining the ethical integrity of AI systems.

**Impact Assessments**

Evaluating the broader impact of AI systems is essential for ensuring their alignment with societal and organizational values. Evoort Solutions will:

- **Conduct Regular Assessments:** Evaluate societal, cultural and operational impacts through scheduled ethical impact assessments.
- **Actionable Frameworks:** Provide actionable frameworks for addressing any negative findings, including corrective actions and model updates.
- **Feedback Loops:** Engage stakeholders to incorporate their input into impact assessments, fostering collaborative and inclusive refinement processes.

**APPENDIX A.1**

**Pricing for TXShare Cooperative Purchase Program Participants**

**Proposal Pricing**

Evoort Solutions proposes a fixed hourly rate pricing structure, with the flexibility for each required designated resource to be deployed onshore with the client, or offshore, depending on the individual preference of each participating entity.

Below is the pricing sheet for both deployments

**Onshore Pricing:**

Item	Description	Price (Per Hour)
1	AI Project Manager / AI Strategist / AI Ethicist and Data Privacy Expert	160
2	AI Architect / Cloud and DevOps Engineer	140
3	Business Intelligence Architect and Developer	130
4	Data Consulting Principal	140
5	Software Application Integration Specialist	120
6	Data Scientist / ML Engineer	120

**Offshore Pricing:**

Item	Description	Price (Per Hour)
1	AI Project Manager / AI Strategist / AI Ethicist and Data Privacy Expert	90
2	AI Architect / Cloud and DevOps Engineer	75
3	Business Intelligence Architect and Developer	55
4	Data Consulting Principal	70
5	Software Application Integration Specialist	45
6	Data Scientist / ML Engineer	55

**Assumptions:**

1. The participating entity will assign one single point of contact who will facilitate smooth access to the resources at Participating Entity for Evoort's Consultants.
2. Evoort will bring proprietary consulting assets (frameworks, accelerators, templates, benchmarks etc.)
3. The specific scope will be agreed on case-by-case basis for each participating entity. Once the scope is agreed, any changes to the scope are likely to affect execution effort, timelines and cost.
4. The prices are for effort only. Evoort Consultants will bring their own standard laptops with MS Office applications. Access to additional tools, if required, will be facilitated by the Participating Entity.
5. 2.5% Admin fee is factored into the hourly rates proposed.
6. The prices are exclusive of any applicable taxes.
7. Travel, lodging and per diems will be extra.
8. All prices are in US Dollar.

**EXHIBIT 1: SERVICE DESIGNATION AREAS**

Texas Service Area Designation or Identification			
<b>Proposing Firm Name:</b>	<b>Evoort Solutions 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="" 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)

<b>Nationwide Service Area Designation or Identification Form</b>			
<b>Proposing Firm Name:</b>	<b>Evoort Solutions LLC</b>		
<b>Notes:</b>	<b>Indicate in the appropriate box whether you are proposing to provide service to all Fifty (50) States.</b>		
	Will service all fifty (50) states	Will not service fifty (50) states	
	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
	<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>		
Item	State	Region/MSA/City (write "ALL" if proposing to service entire state)	Designated as a Service Area
1.	Alabama		
2.	Alaska		
3.	Arizona		
4.	Arkansas		
5.	California		
6.	Colorado		
7.	Connecticut		
8.	Delaware		
9.	Florida		
10.	Georgia		
11.	Hawaii		
12.	Idaho		
13.	Illinois		
14.	Indiana		
15.	Iowa		
16.	Kansas		
17.	Kentucky		
18.	Louisiana		
19.	Maine		
20.	Maryland		

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

End of Exhibit 1

## APPENDIX B

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

### REQUIRED 2 CFR 200 CLAUSES

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

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

The following definitions apply to this statute:

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

**10. Domestic Preference for Procurements**

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

**11. Trafficking in Persons**

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

**Check one of the following:**

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

**-OR-**

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

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

**Prinesh Patel**

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

**Evoort Solutions LLC**

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

**05/08/2025**

\_\_\_\_\_  
Date

## **APPENDIX C RESTRICTIONS ON LOBBYING**

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

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

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

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

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

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

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

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

  
\_\_\_\_\_  
Signature

**Founder CEO**  
\_\_\_\_\_  
Title

**Evoort Solutions LLC**  
\_\_\_\_\_  
Agency

**05/08/2025**  
\_\_\_\_\_  
Date

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

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

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

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

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

**Check one of the following:**

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

**-OR-**

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



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

**Prinesh Patel**

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

**Evoort Solutions LLC**

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

**05/08/2025**

\_\_\_\_\_  
Date

**DISCRIMINATION AGAINST FIREARMS ENTITIES OR FIREARMS TRADE ASSOCIATIONS**

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

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

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

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

**Check one of the following:**

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

**-OR-**

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



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

**Prinesh Patel**

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

**Evoort Solutions LLC**

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

**05/08/2025**

\_\_\_\_\_  
Date

**BOYCOTTING OF CERTAIN ENERGY COMPANIES**

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

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

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

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

**Check one of the following:**

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

**-OR-**

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

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

**Prinesh Patel**  
\_\_\_\_\_  
Name of Authorized Person

**Evoort Solutions LLC**  
\_\_\_\_\_  
Name of Company

**05/08/2025**  
\_\_\_\_\_  
Date

**APPENDIX E  
DEBARMENT CERTIFICATION**

**Prinesh Patel** \_\_\_\_\_ being duly

(Name of certifying official)

sworn or under penalty of perjury under the laws of the United States, certifies that neither

\_\_\_\_\_, nor its principals

(Name of lower tier participant)

are presently:

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

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

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

**EXCEPTIONS:**

---



---



---

Signature of Certifying Official



Title **Founder CEO**

Date of Certification **05/08/2025**

Form 1734  
Rev.10-91  
TPFS