

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

Web-Hed Technologies, LLC (“Contractor”)
1710 N Main Ave.
San Antonio, TX 78212

ARTICLE I RETENTION OF THE CONTRACTOR

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

ARTICLE II SCOPE OF SERVICES

2.1 The Contractor will provide Services described in a written Purchase Order issued by NCTCOG or a SHARE Participating Entity. Any such Purchase Order is hereby incorporated by reference and made a part of this Agreement and shall be subject to the terms and conditions in this Agreement. In the event of a conflict between any term or provision in this Agreement and any term or provision in a Purchase Order, the term or provision in this Agreement shall control unless the conflicting term or provision in this Agreement is referenced, and expressly stated not to apply, in such Purchase Order.

2.2 All Services rendered under this Agreement will be performed by the Contractor: i) with due care; ii) in accordance with generally prevailing industry standards; iii) in accordance with Participating Entities’ standard operating procedures and applicable policies, as may be amended from time to time; and iv) in compliance with all applicable laws, government regulatory requirements, and any other written instructions, specifications, guidelines, or requirements provided by NCTCOG and/or Participating Entities.

2.3 Any agreed-upon changes to a Purchase Order shall be set forth in a subsequent Purchase Order amendment. Contractor will not implement any changes or any new Services until a Purchase Order has been duly executed by Participating Entity. For the avoidance of doubt, the Contractor acknowledges that Participating Entity is under no obligation to execute a Purchase Order. Participating

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

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

2.5 NCTCOG Obligations

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

2.6 Participating Entity Obligations.

2.6.1 In order to utilize the Services, Participating Entities must have executed a Master Interlocal Agreement for TXShare with NCTCOG. This agreement with the Participating Entity will define the legal relationship between NCTCOG and the Participating Entity.

2.6.2 In order to utilize the Services, Participating Entities must execute a Purchase Order with the Contractor. This agreement with the Participating Entity will define the Services and costs that the Participating Entity desires to have implemented by the Contractor.

2.7 Contractor Obligations.

2.7.1 Contractor must be able to deliver, perform, install, and implement services with the requirements and intent of RFP #2025-023.

2.7.2 If applicable, Contractor shall provide all necessary material, labor and management required to perform this work. The scope of services shall include, but not be limited to, items listed in Appendix A.

2.7.3 Contractor agrees to market and promote the use of the SHARE awarded contract whenever possible among its current and solicited customer base. Contractor shall agree to follow reporting requirements in report sales made under this Master Services Agreement in accordance with Section 4.2.

ARTICLE III

TERM

3.1 This Agreement will commence on the Effective Date and remain in effect for an initial term ending on May 31, 2027 (the "**Term**"), unless earlier terminated as provided herein. This Agreement will automatically be renewed, unless NCTCOG explicitly desires otherwise, for up to three (3) additional one (1) year terms through May 31, 2030.

3.2 **Termination.** NCTCOG and/or Participating Entities may terminate this Agreement and/or any Purchase Order to which it is a signatory at any time, with or without cause, upon thirty (30) days' prior written notice to Contractor. Upon its receipt of notice of termination of this Agreement or Purchase Order, Contractor shall follow any instructions of NCTCOG respecting work stoppage. Contractor shall cooperate with NCTCOG and/or Participating Entities to provide for an orderly conclusion of the Services. Contractor shall use its best efforts to minimize the amount of any non-cancelable obligations and shall assign any contracts related thereto to NCTCOG or Participating Entity at its request. If NCTCOG or Participating Entity elects to continue any activities underlying a terminated Purchase Order after termination, Contractor shall cooperate with NCTCOG or Participating Entity to provide for an orderly transfer of Contractor's responsibilities with respect to such Purchase Order to NCTCOG or Participating Entity. Upon the effective date of any such termination, the Contractor shall submit a final invoice for payment in accordance with Article IV, and NCTCOG or Participating Entity shall pay such amounts as are due to Contractor through the effective date of termination. NCTCOG or Participating Entity shall only be liable for payment of services rendered before the effective date of termination. If Agreement is terminated, certain reporting requirements identified in this Agreement shall survive termination of this Agreement.

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

ARTICLE IV COMPENSATION

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

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

ARTICLE V SERVICE FEE

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

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

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

ARTICLE VI RELATIONSHIP BETWEEN THE PARTIES

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

ARTICLE VII REPRESENTATION AND WARRANTIES

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

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

**ARTICLE VIII
CONFIDENTIAL INFORMATION AND OWNERSHIP**

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

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

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

**ARTICLE IX
GENERAL PROVISIONS**

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

If to NCTCOG:	North Central Texas Council of Governments P.O. Box 5888 Arlington, TX 76005-5888 Attn: Purchasing Agent Phone Number: 817-704-5674 elittrell@nctcog.org
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If to Contractor: **Web-Hed Technologies, LLC**
Attn: Juanita I. Gonzalez
1710 N Main Ave.
San Antonio, TX 78212
Phone: 210-264-7499
Email: contracts@webheadtech.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.



Subcontractors

Webhead is proud to collaborate with NuVista Technologies. NuVista is a leading AI consultancy specializing in innovative solutions that empower organizations to harness the full potential of artificial intelligence. With expertise in AI strategy, development, and implementation, NuVista delivers cutting-edge technologies tailored to enhance decision-making, optimize operations, and drive innovation. Their team of AI experts combines deep technical knowledge with a commitment to ethical and secure practices, ensuring solutions are scalable, compliant, and aligned with organizational goals. NuVista's proven track record in developing transformative AI frameworks makes them a trusted partner for organizations seeking to leverage AI for measurable success.

Technical Proposal

Proposed Methodology

Webhead brings over 30 years of expertise in delivering innovative, future-ready IT solutions that seamlessly combine human expertise with AI-driven innovation. We understand that the Statement of Work provides the opportunity to bid on various AI projects, and we are fully prepared to apply our proven AI methodology and experience to deliver scalable, applicable, ethical, and secure solutions tailored to the unique needs of the North Central Texas Council of Governments (NCTCOG) and its TXShare Cooperative Purchasing Program (TXShare) members.

In response to NCTCOG's goal of leveraging Artificial Intelligence (AI) to enhance efficiency, improve decision-making, and elevate service delivery, Webhead offers a proven track record in AI consultancy and is familiar with many of the common AI solutions such as Automation, Predictive Analytics, Chatbots and Document Management. We specialize in identifying impactful AI use cases, developing robust AI frameworks, and creating actionable implementation roadmaps. Our solutions are designed to ensure that AI initiatives align with public sector regulations, meet organizational objectives, and drive sustainable value.

Through our people-first approach, Webhead provides access to IT professionals with the expertise, adaptability, and strategic insight required to navigate the complexities of today's digital landscape. Whether developing frameworks, implementing pilot programs, or delivering comprehensive training, we are ready to support NCTCOG and TXShare in harnessing AI to foster innovation, enhance operations, and create measurable benefits for all stakeholders.

By intertwining our deep commitment to ethical and secure AI practices with our extensive experience, Webhead ensures that every project we undertake not only meets but exceeds the expectations of NCTCOG and TXShare, setting a new standard for operational excellence and technological advancement.

Objectives:

Webhead understands the objectives outlined for each AI consultancy project and is prepared to deliver on these requirements by leveraging our proven AI methodologies and expertise. Below is a detailed acknowledgment of each stated objective and how our approach aligns with these requirements:



	Webhead Acknowledgment
Assessing current organizational processes and identifying opportunities for AI integration, with specific examples relevant to various departments (e.g., public safety response optimization, citizen engagement tools, predictive maintenance in infrastructure).	Webhead understands the importance of assessing organizational processes to identify AI opportunities and is equipped to analyze department-specific needs to propose relevant AI solutions, including optimizing public safety responses, enhancing citizen engagement, and predictive maintenance.
Recommending AI tools, frameworks, and applications to solve specific organizational challenges.	Webhead acknowledges the need to recommend tailored AI tools and frameworks that address specific challenges and will leverage our expertise to provide solutions that deliver measurable outcomes.
Developing a comprehensive data strategy alongside an AI roadmap, emphasizing data quality, governance, privacy, and security.	We recognize the critical role of a comprehensive data strategy in AI initiatives and are experienced in designing roadmaps that prioritize data governance, quality, privacy, and security.
Developing a strategic roadmap for AI implementation, including governance, timelines, milestones, and deliverables.	Webhead understands the importance of strategic planning and is prepared to create detailed AI implementation roadmaps with clear governance structures, timelines, milestones, and deliverables.
Ensuring that all AI implementations comply with legal standards (e.g., FOIA, grant/state/federal regulations) and establish technical, administrative, and policy controls for internal AI use.	We are committed to ensuring all AI implementations meet legal and regulatory standards, including FOIA and grant/state/federal requirements, and will incorporate robust controls for ethical and compliant AI use.
Providing training and knowledge transfer to the organization’s internal teams on AI capabilities, ensuring employees effectively adopt and utilize AI tools.	Webhead acknowledges the importance of training and knowledge transfer and will deliver comprehensive training programs and materials to enable the organization’s teams to effectively adopt and utilize AI tools.
Quantify the long-term value AI brings to the organization and create business cases for both immediate and future expenditures, supporting sustained AI investment and adoption.	We understand the necessity of demonstrating AI’s long-term value and will develop data-driven business cases to support immediate and future investments in AI technologies.
Supporting the pilot and/or full-scale implementations and providing comprehensive training for sustainable, in-house AI operations.	Webhead is prepared to support both pilot and full-scale implementations, delivering the training and resources required for sustainable, in-house AI operations.
Incorporating a 5-year AI roadmap to guide the organization’s future AI development.	We acknowledge the value of a forward-looking approach and will deliver a 5-year AI roadmap that ensures the organization’s continued growth and adaptation in the AI landscape.

This table outlines our understanding and commitment to addressing the objectives outlined in the RFP and demonstrates Webhead’s readiness to deliver solutions that meet and exceed the requirements for AI consultancy services.

Methodology:

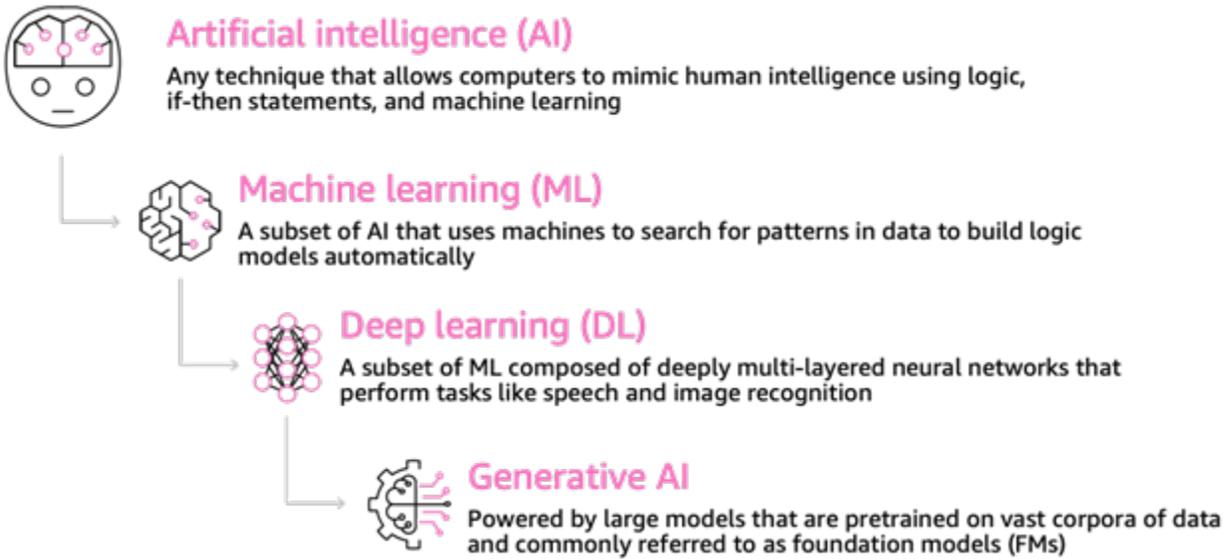
Artificial Intelligence (AI) is a broad field that aims to create or at least imitate intelligent machines capable of performing tasks that traditionally require human intelligence. These tasks can include anything from understanding natural language and visual perception to decision-making and problem-solving. One commonality among many AI systems is the pursuit of probabilistic outcomes—essentially, generating predictions or decisions with a high degree of certainty, often mirroring the complexity of human judgment. Such systems can then be used to automate or augment knowledge work.

A significant portion of AI today is built upon machine learning (ML), a branch of AI that focuses on developing techniques that enable computers to learn from and make decisions based on data. Rather than relying on explicit programming, machine learning models generalize from examples, making them highly versatile for a myriad of applications. Among the various techniques within machine learning is deep learning, a specialized subset that uses neural networks with multiple layers to analyze complex factors in data. Deep learning is especially adept at handling unstructured data like images and text and has led to breakthroughs in numerous complex tasks such as image and speech recognition.

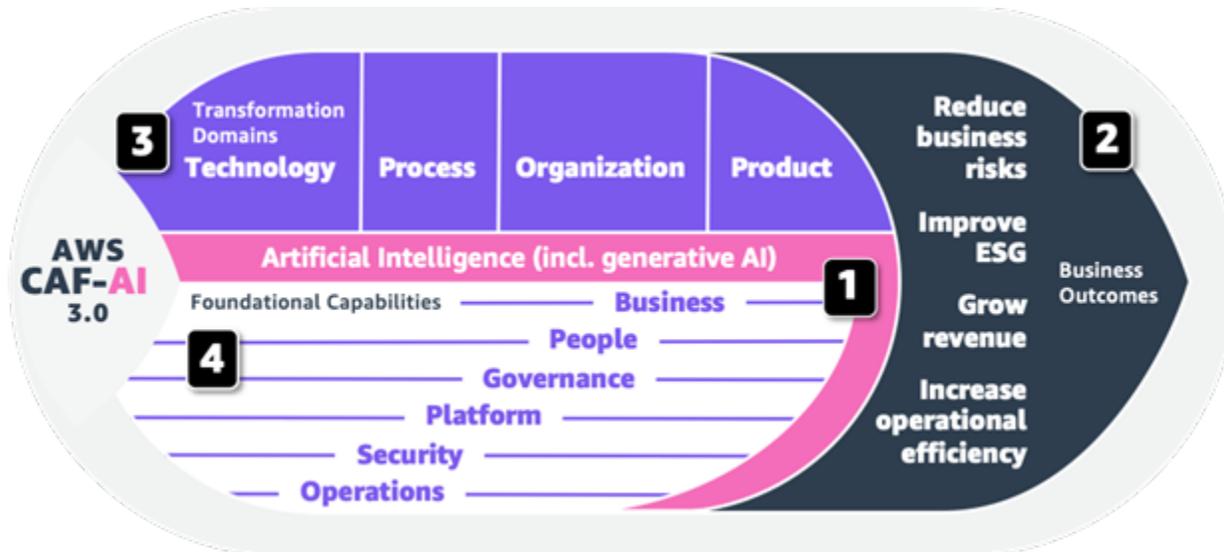
An emerging capability within deep learning is generative AI, which makes AI generate or create new, potentially original content. This innovative sub-discipline is increasingly being recognized for its ability to produce outputs that mimic aspects of human-like thought and reasoning capabilities. Advances in computing power, data availability, and algorithmic innovation have made generative AI possible, paving the way for a wide range of applications, from entertainment and art to scientific research.

Further, Webhead can assist with the following Agentic AI Applications including Simple Reflex agents that perform a specific task based on set triggers that are adjusted over time, Goal-based agents that can adapt to meet a specific goal and Utility-based agents which can analyze the different ways goals be achieved in more than one way and weigh risks and benefits.

Together, these sub-disciplines and techniques represent the layered and interrelated landscape of Artificial Intelligence, each contributing to the development of systems that can autonomously perform an increasingly broad array of tasks. The applications and capabilities of AI are likely to continue to expand quickly, making it an integral part of our daily lives and a crucial tool for solving complex problems.



Webhead’s AI Transformation Methodology is a comprehensive and structured approach designed to guide organizations through the complex process of AI adoption and integration. It is built upon the foundation of understanding, strategizing, implementing, and optimizing, ensuring that AI initiatives are aligned with organizational goals, ethical considerations, and security standards.



AI Solution Design and Implementation

Webhead’s approach to AI solution design and implementation is guided by the four key elements of our AI transformation value chain: Technology, Process, Organization, and Product. These elements work together to ensure that AI solutions are not just implemented, but truly integrated into the fabric of the organization, driving meaningful change and delivering lasting value.



Technology: Building a Foundation for AI

We begin by establishing a robust and scalable cloud-based AI platform that serves as the technological foundation for all AI initiatives. This platform is not merely a collection of tools and services; it's a carefully architected environment designed to support the entire AI lifecycle, from development to deployment and ongoing management.

Our approach to technology includes:

- **Cloud-First Strategy:** We leverage the scalability, flexibility, and cost-effectiveness of the cloud to build an AI platform that can adapt to evolving needs and support diverse AI workloads.
- **AI-Specific Infrastructure:** We select and configure cloud infrastructure specifically designed for AI, including high-performance computing, specialized storage, and AI accelerators.
- **Integrated AI Services:** We integrate a comprehensive suite of AI services into the platform, providing access to pre-trained models, machine learning tools, and AI development frameworks.
- **Secure and Compliant Foundation:** We ensure that the platform adheres to the highest security and compliance standards, protecting sensitive data and ensuring adherence to regulatory requirements.

Process: Reimagining Workflows with AI

We leverage AI to not just automate, but truly reimagine business processes, driving improvements in efficiency, accuracy, and decision-making. This involves a deep understanding of existing workflows and a creative approach to integrating AI capabilities into those processes.

Our approach to process reimagination includes:

- **Workflow Digitization:** We digitize existing paper-based or manual processes, creating a foundation for AI integration and enabling data-driven insights.
- **AI-Powered Automation:** We identify tasks that can be automated with AI, freeing up human workers to focus on higher-value activities that require creativity and critical thinking.
- **Decision Support with AI:** We integrate AI into decision-making processes, providing real-time insights, predictions, and recommendations to enhance human judgment.
- **Continuous Process Optimization:** We use AI to continuously monitor and analyze processes, identifying areas for further improvement and ensuring that AI solutions are delivering optimal value.

Organization: Orchestrating AI Value Creation

We recognize that successful AI adoption requires more than just technology and process changes; it demands a shift in organizational culture and collaboration. We orchestrate the efforts of business and technology teams to ensure effective collaboration and value creation through AI.

Our approach to organizational orchestration includes:



- **Cross-Functional Teams:** We foster the creation of cross-functional teams that bring together diverse perspectives and expertise, ensuring that AI solutions are aligned with business needs and technical capabilities.
- **Clear Roles and Responsibilities:** We establish clear roles and responsibilities for AI initiatives, ensuring accountability and ownership throughout the AI lifecycle.
- **Communication and Collaboration:** We promote open communication and collaboration between teams, fostering a shared understanding of AI goals and progress.
- **Knowledge Sharing:** We encourage knowledge sharing and best practice dissemination, ensuring that AI expertise is spread throughout the organization.

Product: Enhancing Services through AI Strategic Development

We reimagine existing services and develop new AI-powered products that enhance service delivery and create new value propositions. This involves a customer-centric approach, focusing on how AI can be used to better meet the needs of citizens and stakeholders.

Our approach to product enhancement includes:

1. Identifying Customer Needs

We conduct thorough research and collaborate closely with individual departments to identify specific AI use cases and associated challenges, such as improving response times in public safety or reducing procurement costs. This needs-driven approach ensures tailored AI solutions that align with departmental and organizational goals. Additionally, we perform comprehensive needs assessments to understand existing processes, organizational challenges, and the value AI can add to both internal operations and stakeholder experiences. Summarily, we work to identify areas of repetitive or time-consuming tasks where AI can have a direct impact on efficiency and cost.

2. Designing User-Centric Solutions

We design AI solutions that are user-friendly, accessible, and tailored to the unique needs of different user groups. By aligning AI initiatives with the organization's strategic plan and 5-year vision, we ensure solutions meet long-term objectives while addressing immediate operational challenges. This includes prioritizing fairness, inclusivity, and accessibility across all services.

3. Feasibility Study and Use Case Identification

Webhead conducts thorough feasibility studies and prioritizes AI use cases to maximize value for the organization. This process involves identifying potential use cases, analyzing their feasibility, value, and alignment with organizational objectives, and documenting compliance requirements, both external (legal regulations) and internal (policies and governance). We perform detailed risk-benefit analyses for each use case to enable informed decision-making and address data strategy considerations such as data quality, governance, and integration readiness to ensure scalability. By prioritizing use cases based on impact and ease of deployment, we deliver quick wins while building toward long-term goals. These comprehensive strategies ensure that AI-powered products and services are not only innovative but also practical, secure, and aligned with the organization's vision for operational excellence.



4. AI-Powered Service Delivery

We integrate AI into existing service delivery channels, such as online portals, mobile apps, and customer support systems, to improve efficiency and personalization. This integration is guided by a strategic roadmap that aligns with compliance requirements, governance frameworks, and the organization's operational goals.

5. Developing New AI Products

In addition to enhancing existing services, we explore opportunities to develop new AI-powered products and services that address emerging needs and create innovative value propositions for citizens and stakeholders. Each development is informed by feasibility studies, use case identification, and robust risk-benefit analyses. From these opportunities, we will suggest potential pilot AI projects where appropriate and work to scale these programs to full implementation as necessary. We will work to provide productive solutions to government problems by spurring innovation.

6. AI Agility

AI agility refers to the ability of an AI system to adapt quickly and efficiently to changing requirements, including the ability to switch out models as needed. This flexibility is crucial for maintaining optimal performance and addressing evolving needs. By embracing these strategies, organizations can ensure their AI systems remain agile, responsive, and effective in a rapidly evolving technological landscape. Listed below are some key aspects of AI agility.

Model Switching

- Flexibility: The ability to replace or update AI models without significant downtime or disruption.
- Use Case Optimization: Selecting models that best fit specific tasks, whether for improved accuracy, creativity, or other performance metrics

Infrastructure

- Microservices and APIs: Deploying models as microservices via APIs to enhance portability and scalability
- Containerization: Using containers to ensure models can be easily moved and managed across different environments

Continuous Improvement

- Feedback Loops: Implementing regular feedback loops to refine models based on real-time data and user feedback
- Iterative Development: Breaking down development into smaller sprints to allow for frequent adjustments and improvements

Collaboration

- **Cross-Functional Teams:** Involving data scientists, developers, domain experts, and end-users to ensure the AI applications are technically sound and aligned with business objectives



Performance Monitoring

- **Monitoring and Logging:** Continuously tracking model performance to identify and address issues promptly
- **Automated Deployment:** Using automated pipelines for swift updates and deployments

AI Solution and Design and Roadmap:

Webhead is committed to delivering comprehensive and well-documented AI solutions that are ethical, compliant, and aligned with the strategic goals of the North Central Texas Council of Governments (NCTCOG) and its TXShare Cooperative Purchasing Program. Our approach to solution design and roadmap development incorporates the following key elements:

Research and Documentation of Compliance Requirements

We meticulously research and document external compliance requirements, such as the Freedom of Information Act (FOIA), grant requirements, and applicable local, state, and federal regulations. Simultaneously, we address internal compliance by designing robust technical, administrative, and policy controls to ensure the safe and effective use of AI across the organization.

Designing AI Models, Frameworks, and Tools

For each selected use case, Webhead designs AI models, frameworks, and tools tailored to the specific needs of the organization. These solutions are developed with scalability, efficiency, and user accessibility in mind, ensuring their alignment with both immediate departmental goals and the organization's broader strategic objectives.

Comprehensive AI Roadmap

Webhead provides a detailed roadmap for AI implementation that includes:

- Governance frameworks to guide ethical and effective AI use.
- Clear project timelines and milestones to ensure on-time delivery.
- Resource requirement planning, including personnel, infrastructure, and tools.
- Key performance indicators (KPIs) to measure progress and success.

This roadmap serves as a strategic guide, ensuring all stakeholders are aligned and projects proceed with clarity and accountability.

Cost Analysis of AI Solutions

We deliver a comprehensive cost analysis for each proposed AI solution, addressing all associated expenses, including:

- Development and deployment costs.
- Cloud computing and storage expenses.
- Licensing and subscription fees for required software.
- Backup and data recovery costs.

This analysis provides stakeholders with a clear understanding of the financial requirements and long-term value of each AI initiative.



Alignment with Ethical Guidelines and Regulations

Webhead ensures that all AI solutions comply with ethical guidelines and public sector regulations. This includes adherence to data privacy laws such as GDPR (if applicable) and internal policies, such as data loss protection protocols. Our solutions are designed to balance innovation with compliance, providing secure and ethical outcomes for all stakeholders.

- By integrating these principles into our AI solution design and roadmap process, Webhead ensures the delivery of scalable, ethical, and impactful AI initiatives that meet the operational needs and compliance standards of NCTCOG and TXShare.

Pilot Testing and Implementation Support

To establish and support sustainable operations, Webhead plans to support pilot and full-scale AI implementations, ensuring sustainable, in-house AI operations. Webhead will work with participating organizations to establish project goals, suggest the solicitation of legal advice where applicable, assist with the calculation of potential ROI, suggest ways to build internal buy-in and help capture ongoing feedback. Webhead will develop an AI project plan for each required project which will include the following major tasks:

1. Define Objectives
 - Purpose: Clearly state the goals of the pilot test. What do you aim to achieve?
 - Success Criteria: Define what success looks like for the pilot. This could include performance metrics, user satisfaction, or specific outcomes.
2. Select Pilot Participants
 - Target Audience: Identify the group of users who will participate in the pilot. Ensure they represent the end-users of the AI system.
 - Recruitment: Develop a strategy for recruiting participants, including any incentives for participation.
3. Develop a Testing Plan
 - Scope: Outline the features and functionalities of the AI system that will be tested.
 - Timeline: Create a detailed timeline for the pilot, including start and end dates, and key milestones.
 - Tasks: Define the specific tasks participants will perform during the pilot.
4. Prepare Resources
 - Training Materials: Provide participants with the necessary training and documentation to use the AI system.
 - Support: Set up a support system to assist participants with any issues they encounter.
5. Execute the Pilot
 - Deployment: Roll out the AI system to the pilot participants.
 - Monitoring: Continuously monitor the system's performance and participant feedback.
6. Collect Data
 - Feedback: Gather qualitative and quantitative feedback from participants through surveys, interviews, and usage data.
 - Performance Metrics: Track key performance indicators (KPIs) to evaluate the system's effectiveness.
7. Analyze Results
 - Data Analysis: Analyze the collected data to identify trends, issues, and areas for improvement.
 - Reporting: Compile a comprehensive report detailing the findings of the pilot test.
8. Make Recommendations
 - Improvements: Suggest improvements based on the analysis.
 - Next Steps: Provide recommendations for the next phase, whether it's further testing, modifications, or full-scale deployment.
9. Review and Iterate
 - Feedback Loop: Implement a feedback loop to continuously improve the AI system based on pilot results.
 - Iteration: Plan for iterative testing and refinement before final deployment.
 - a. Guide the organization through the implementation of pilot AI solutions.
 - b. Work with stakeholders to evaluate the pilot projects, troubleshoot issues, and refining solutions as needed.



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

Post-Implementation Support and Value Enhancement

Webhead's commitment extends beyond initial implementation. We provide ongoing support to ensure that the AI solutions evolve with NCTCOG's needs. This includes:

- **Continuous Improvement:** Leveraging feedback loops and AI analytics to refine solutions over time.
- **Scalable Solutions:** Ensuring that implemented technologies can adapt to future organizational growth and emerging technologies.
- **Proactive Monitoring and Maintenance:** Establishing systems for real-time monitoring, troubleshooting, and proactive maintenance to optimize performance and minimize downtime.

Training, Adoption, and Capacity Building

Webhead recognizes that technology alone cannot drive successful AI transformation. It requires a knowledgeable workforce, a receptive organizational culture, and a commitment to continuous learning and adaptation. Our approach to Training, Adoption, and Capacity Building focuses on empowering individuals and organizations to embrace AI, ensuring its effective integration and utilization for long-term success.

Developing Foundational AI Capabilities

We help clients develop the core capabilities necessary for AI adoption, going beyond basic technical skills to foster a deeper understanding of AI concepts, methodologies, and best practices. This includes training, tools, and guidance for data management, model development, and AI operations.

Our approach to capability development includes:

- **Data Management:** We provide training and tools for effective data governance, ensuring data quality, privacy, and security. This includes data collection, storage, processing, and analysis techniques tailored for AI applications.
- **AI Development:** We guide clients through the process of AI model development, from ideation to deployment. This includes training on machine learning concepts, model selection, training, evaluation, and optimization.
- **AI Operations:** We provide guidance and best practices for AI operations, ensuring the reliable and scalable performance of AI solutions. This includes model monitoring, maintenance, retraining, and continuous improvement.

Fostering an AI-First Culture

We work with clients to cultivate an "AI-first" culture, where employees are empowered to experiment, collaborate, and innovate with AI tools and technologies. This involves not just providing training, but also fostering a mindset of curiosity, openness, and continuous learning.

Our approach to cultural transformation includes:

- **AI Literacy:** We promote AI literacy throughout the organization, providing educational resources and workshops to demystify AI concepts and showcase its potential benefits.



- **Encouraging Experimentation:** We create a safe space for employees to experiment with AI tools and technologies, fostering a culture of innovation and learning from both successes and failures.
- **Collaboration and Knowledge Sharing:** We encourage collaboration and knowledge sharing between teams and departments, ensuring that AI expertise is spread throughout the organization and best practices are disseminated.
- **Celebrating Successes:** We celebrate AI successes, both big and small, to build momentum and reinforce the value of AI adoption within the organization.

ML Fluency and Workforce Transformation

We provide training and development programs specifically designed to enhance ML fluency and transform the workforce, equipping employees with the skills and knowledge to thrive in an AI-driven environment. This goes beyond basic AI literacy to foster a deeper understanding of machine learning concepts and techniques. Training can include live, in-person training, course delivery through an LMS, hard copy or a combination of some or all these delivery methods.

Our approach to workforce transformation includes:

- **Tailored Training Programs:** We develop and deliver customized training programs that address specific needs and skill gaps within the workforce, ensuring relevance and practical application.
- **Machine Learning Fundamentals:** We provide comprehensive training on machine learning fundamentals, including algorithms, model training, evaluation metrics, and common challenges.
- **Hands-on Workshops:** We conduct hands-on workshops and exercises to provide practical experience with machine learning tools and techniques, allowing employees to apply their knowledge in real-world scenarios.
- **Continuous Learning:** We foster a culture of continuous learning, providing access to online resources, mentorship programs, and opportunities to stay abreast of the latest advancements in machine learning.

Security, Compliance, and Governance

Security Perspective: Safeguarding AI Systems

Webhead prioritizes the security of AI systems, recognizing that they are critical components of modern organizations and require robust protection against unauthorized access, misuse, and cyber threats. Our approach to AI security is comprehensive, encompassing data protection, model security, and platform security.

- **Data Protection:** We implement stringent measures to safeguard data throughout the AI lifecycle, from collection and storage to processing and analysis. This includes data encryption, access controls, de-identification techniques, and secure data handling practices.
- **Model Security:** We protect AI models from attacks and vulnerabilities, ensuring their integrity and confidentiality. This includes secure model development, deployment, and management practices, as well as measures to prevent model theft, manipulation, or reverse engineering.
- **Platform Security:** We secure the underlying infrastructure and platforms that support AI systems, including cloud environments, hardware, and software components. This includes network security, vulnerability management, intrusion detection, and incident response planning.



Data Strategy and Management

Data Strategy Objective

Deliver contextually aware data to enhance human judgment, automatically remediate incidents, and improve business outcomes.

Data Management Plan

Webhead will work to devise a Data Management Plan (DPM) for any proposed AI solutions. These data plans will cover some or all the following topics:

- Data use release, e.g. do we have permission to use (consent management)
- how long to store (retention), data storage and backup, how long
- Security: how to protect, e.g. encryption at rest and in transit
- Preserve, manage, stage, archive, reactivate large sets of potentially sensitive data
- Data Use: respond to legal, compliance and investigatory requests
- Care, custody, control of data
- Data discovery, management, compliance workflow in a seamless experience

Data Governance Frameworks

- Webhead can adhere, as necessary, to the following Data Governance Frameworks or Policies: NIST, ISO 27001, PII, HIPPA, state and local compliance policies.

Data Concerns

Key concerns regarding data management are quality, privacy, and accessibility. I regard to security, Webhead will work with participating organizations to identify any identity providers in use to control access to data and will work to align data and identity protection in the face of growing security challenges. Webhead will also work to ensure, where possible, that solutions are open to data sharing, i.e. utilizing shared data resources that are available to various organizations or departments/divisions within organizations? We will also work to ensure proposed AI solutions align with data management plans (DPMs) including data readiness concerns like data ingestion, data transformation, data storage. Another consideration will be data unification. Webhead will work to identify and understand any existing data platforms that are leveraged to unify and transform all of the different data sources for use with anticipated AI/ML solutions, use cases and related pilot programs.

Ethical AI Requirements

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

Webhead ensures that all AI solutions align with industry-standard ethical guidelines and the specific principles of the North Central Texas Council of Governments (NCTCOG) and TXShare Cooperative Purchasing Program. Drawing from Harvard Business Review's Practical Guide to Building Ethical AI, our approach includes:

- Embedding ethics into the development lifecycle by using cross-functional teams that include ethicists, legal experts, and diverse stakeholders to assess the impact of AI models.
- Designing systems that prioritize fairness and inclusiveness, incorporating techniques such as diverse data sourcing and scenario testing to identify and address biases before deployment.
- Leveraging guidelines from the IEEE Global Initiative on Ethics of Autonomous and Intelligent Systems to ensure adherence to global standards and principles.



Governance Perspective: Managing AI Ethically and Responsibly

We are committed to the ethical and responsible use of AI, ensuring that AI solutions are developed, deployed, and used in a manner that aligns with organizational values, societal expectations, and legal requirements. Our approach to AI governance is grounded in transparency, accountability, and fairness.

- **Transparency:** We promote transparency in AI systems, providing clear explanations of how they work, what data they use, and how decisions are made. This includes model documentation, explainability techniques, and open communication about AI capabilities and limitations.
- **Accountability:** We establish clear lines of accountability for AI systems, ensuring that individuals and teams are responsible for the development, deployment, and outcomes of AI solutions. This includes AI ethics boards, model risk management, and clear oversight processes.
- **Fairness:** We ensure that AI systems are designed and used in a fair and unbiased manner, preventing discrimination and promoting equitable outcomes. This includes bias detection and mitigation techniques, diverse and inclusive datasets, and ongoing monitoring for fairness and equity.

Webhead implements advanced methods for bias detection and mitigation, informed by **best practices highlighted in the HBR guide:**

- Conducting regular bias audits during model training to detect and address algorithmic and data biases.
- Using techniques such as fairness-aware machine learning to identify imbalances and implement corrective measures.
- Establishing continuous bias monitoring systems that employ key performance indicators (KPIs) to track fairness throughout the AI lifecycle, as suggested by the HBR guide.

Transparency is central to Webhead's AI governance strategy, echoing principles from the **HBR guide's focus on explainability and stakeholder engagement:**

- Developing explainable AI (XAI) models that provide clear and concise insights into decision-making processes for both technical and non-technical stakeholders.
- Creating detailed model documentation, including data provenance, decision logic, and outcomes, ensuring traceability and accountability.
- Engaging with stakeholders through clear communication about the model's capabilities, limitations, and ethical considerations, fostering trust and alignment.

Webhead integrates accountability mechanisms into its AI solutions, drawing on **HBR's recommendation to establish clear ownership of AI systems:**

- Defining responsibility matrices that assign accountability to individuals and teams for specific aspects of AI development, deployment, and monitoring.
- Implementing robust audit trails for tracking changes to algorithms, data inputs, and decision-making processes.
- Regularly auditing AI solutions to ensure they comply with ethical standards, with findings shared transparently across stakeholders, as advised in the HBR guide.

Webhead incorporates ethical impact assessments as a cornerstone of our approach, reflecting **HBR's emphasis on iterative evaluation and stakeholder input:**

- Conducting regular ethical assessments to identify potential societal, cultural, and operational impacts of AI systems.
- Establishing a feedback loop with stakeholders to address identified risks and integrate corrective actions.



- Using scenario analysis and stress-testing to evaluate long-term implications, ensuring AI aligns with organizational goals and public values.

Compliance: Aligning with Public Sector Regulations

We ensure that all AI initiatives comply with relevant public sector regulations, legal standards, and ethical guidelines. This includes data privacy laws, industry standards, and ethical AI principles.

Our approach to compliance includes:

- **Regulatory Awareness:** We stay abreast of the latest public sector regulations and guidelines related to AI, ensuring that our solutions are designed and implemented in accordance with legal requirements.
- **Data Privacy:** We prioritize data privacy, implementing measures to protect personal information and comply with data protection laws such as GDPR, CCPA, and HIPAA
- **Ethical AI Principles:** We adhere to ethical AI principles, ensuring that our solutions are used in a responsible and socially beneficial manner.
- **Compliance Audits:** We conduct regular compliance audits to ensure that our AI solutions meet all applicable regulatory and ethical standards.
- **Budgetary Constraints:** Delivering High impact, cost efficient solutions within financial limitations
- **Technology Integration:** Seamlessly aligning AI Tools with existing IT systems and workflows

Based on published information, Webhead is aware that Texas has initiated several government-wide efforts to adopt and regulate artificial intelligence (AI) including the organizations below and will work to understand any critical issues expressed in any related publications. Similarly, if any agencies exist for states in which other participating organizations reside, Webhead will work to identify and understand related guidance.

- Artificial Intelligence Advisory Council
- Texas Responsible AI Governance Act (TRAIGA)
- Texas Artificial Intelligence Center of Excellence (AI-CoE)
- AI User Group (AI-UG)

Metrics for Measuring Success

To ensure the effectiveness of AI initiatives, Webhead will develop and implement clear performance metrics, including:

- **Operational Efficiency Gains:** Measuring reductions in processing times and improved resource utilization.
- **Stakeholder Satisfaction:** Using surveys and feedback loops to gauge the success of AI adoption among employees and citizens.
- **ROI Analysis:** Demonstrating the financial and operational value added by AI solutions over time.



Project Management and Reporting

Webhead's project management methodology is built on decades of successful IT project launches, including over 2,000 websites and applications. Whether independently managing a project or collaborating with technical partners, Webhead applies proven processes to ensure on-time delivery, compliance with standards, and alignment with organizational goals. Our expertise in working with public sector and nonprofit clients allows us to address challenges such as tight budgets, complex technical standards, and strict regulatory requirements. Additionally, we integrate accessibility, security, and usability into all projects, leveraging a disciplined project management approach that includes continuous monitoring, agile practices, and rigorous quality assurance protocols. For every project we bid on or are awarded, Webhead applies this methodology consistently, regardless of size, ensuring a scalable and reliable process that delivers results.

We are committed to meeting all project management and reporting requirements outlined in the Scope of Work. Webhead provides regular project status updates through comprehensive reports and participates in weekly or bi-weekly meetings with the organization's project management team to ensure alignment and transparency throughout the project lifecycle. Our structured planning begins with validating objectives, defining deliverables, and creating comprehensive plans, including stakeholder communication, risk management, and technical requirements. Throughout the lifecycle, our Program/Project Managers (PMs) monitor performance against timelines and budgets, oversee governance processes, and manage real-time communication using tools like Jira and Zendesk. At the conclusion of each project, Webhead delivers a detailed final report summarizing findings, recommendations, implementation results, and lessons learned to inform future decision-making and continuous improvement. By adhering strictly to agreed project deadlines and ensuring timely delivery of all required documentation, Webhead maintains accountability and facilitates efficient project execution, ensuring successful outcomes for projects of varying complexity.

Budget and Cost Estimates

Webhead applies a structured and transparent methodology for budgeting and cost estimation to ensure clarity and alignment with client expectations. For each project, we provide a comprehensive cost breakdown that includes consultancy fees, software licensing costs (if applicable), and any other anticipated expenses. This detailed analysis ensures all stakeholders have a clear understanding of financial requirements and enables informed decision-making. Additionally, Webhead offers flexible pricing structures tailored to the scope of work, including options for time-and-materials or fixed-price contracts. This flexibility allows us to adapt to varying project complexities while maintaining cost efficiency and delivering value to our clients. Our approach emphasizes accuracy, transparency, and adaptability, ensuring budgets are well-aligned with project goals and requirements.

DELIVERABLES

Webhead recognizes the importance of delivering comprehensive and detailed project outputs to ensure the successful planning, implementation, and evaluation of AI solutions. We acknowledge that the following deliverables form the baseline requirements for AI-related projects and align seamlessly with our established processes. These deliverables are fundamental to our approach, ensuring that every AI initiative is designed and executed with precision, transparency, and alignment with organizational goals.



Initial AI Strategy Report.	Webhead understands the critical need for an Initial AI Strategy Report to outline objectives, opportunities, and challenges.
Feasibility Study with AI Use Case Recommendations, including a detailed data strategy component.	We acknowledge the importance of conducting a Feasibility Study to evaluate potential use cases and define a robust data strategy.
5-Year AI Roadmap alongside a detailed AI Implementation Plan.	Webhead commits to delivering a 5-Year AI Roadmap and detailed Implementation Plan to guide long-term AI adoption and integration.
Pilot Implementation Plan.	We understand the need for a Pilot Implementation Plan to validate AI solutions in a controlled, measurable environment.
Staff training Sessions and Knowledge Transfer Plan and Materials.	Webhead ensures that staff training and knowledge transfer materials are essential for empowering teams to effectively utilize AI solutions.
Detailed documentation on ethical AI guidelines and measures incorporated.	We recognize the importance of providing detailed documentation on ethical AI guidelines to ensure compliance and accountability.
Final Project Report, including project evaluation, outcomes, and recommendations for further AI integration.	Webhead acknowledges the need for a comprehensive Final Project Report to summarize project outcomes and identify future opportunities.

OTHER REQUIREMENTS

Objectives.

The Master Agreement awarded for TXShare may cover a variety of services. Each Customer that selects to utilize the Master Agreement will negotiate the specific services it needs into a Supplemental Agreement with a customized SOW for that Customer. All proposals must be made based on, and either meet or exceed, the requirements contained herein.

Service Area.

Our organization is fully equipped to provide goods and services across the entire State of Texas. With the necessary resources, expertise, and infrastructure, we are confident in our ability to support all designated regions within the state effectively.

To confirm this commitment, we have completed the service area designation forms included in the proposal. Please refer to the document “Attachments”, which indicates our readiness to ensure comprehensive coverage and consistent service delivery to meet the needs of all stakeholders

APPENDIX A.1

Pricing for TXShare Cooperative Purchase Program Participants

Proposed Pricing RFP No. 2025-023			
Pricing Format Request Example			
Respondent Name:	Web-Hed Technologies, LLC.		
Notes:	1. This pricing sheet is an EXAMPLE of how pricing should be submitted for RFP 2025-023. 2. Please provide a detailed hourly rate card for all staff members who would be involved in delivering AI Consultancy Services, as required, throughout the duration of the Contract. Include roles, associated hourly rates, and any applicable conditions or additional costs. 3. Use as many lines as necessary. 4. Detail any additional information. 5. <i>Proposers are encouraged to offer optional features and supplemental fundtions or services to be offered as a catalog option.</i> <i>Please provide any options with 'list less' or 'cost plus' percentages for pricing.</i>		
Artificial Intelligence (AI) Consultancy Services			
Item	Description	Price/ Hourly Rate	Conditions
1	AI Advisory & Technology Leader	\$200.00	
2	Data Scientist	\$215.88	
3	AI Solution Engineer	\$211.96	
4	Data Engineer	\$201.36	
5	IT Project Manager	\$165.92	
6	AI & CyberSecurity Specialist	\$225.29	
7	UI/UX Desinger & Business Analyst	\$154.38	
Contractors shall provide additional related servcies at catalog price less:		%	

APPENDIX A.2

Service Area Designation Forms

EXHIBIT 1: SERVICE DESIGNATION AREAS

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

(Exhibit 1 continued on next page)

(Exhibit 1 continued)

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

21.	Massachusetts		
22.	Michigan		
23.	Minnesota		
24.	Mississippi		
25.	Missouri		
26.	Montana		
27.	Nebraska		
28.	Nevada	ALL	Yes
29.	New Hampshire		
30.	New Jersey		
31.	New Mexico	ALL	Yes
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	ALL	Yes
44.	Utah		
45.	Vermont		
46.	Virginia	ALL	Yes
47.	Washington	ALL	Yes
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

Juanita I. Gonzalez

Name of Authorized Person

Web-Hed Technologies, LLC.

Name of Company

May 28, 2025

Date

APPENDIX C RESTRICTIONS ON LOBBYING

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

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

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

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

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

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

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

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



Signature

Juanita I. Gonzalez

Title

Web-Hed Technologies, LLC.

Agency

May 15, 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.

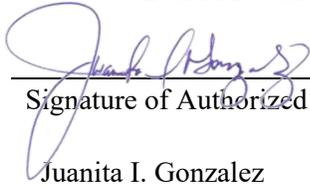
The entity identified below, through its authorized representative, hereby certifies that no funds under this Contract will be obligated or expended to procure or obtain telecommunication or video surveillance services or equipment or systems that use covered telecommunications equipment or services 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

Juanita I. Gonzalez

Name of Authorized Person

Web-Hed Technologies, LLC.

Name of Company

May 15, 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.

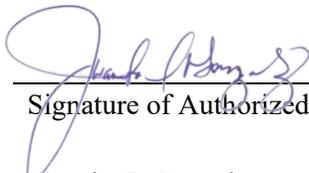
The entity identified below, through its authorized representative, hereby certifies that they have no practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and that they will not discriminate during the term of the contract against a firearm 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

Juanita I. Gonzalez

Name of Authorized Person

Web-Hed Technologies, LLC.

Name of Company

May 15, 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).

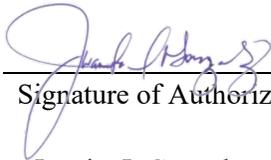
The entity identified below, through its authorized representative, hereby certifies that they do not boycott energy companies, and that they will not boycott energy companies during the term of the contract as prohibited by Chapter 809, Subtitle A, Title 8 of the Texas Local Government Code.

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

Juanita I. Gonzalez

Name of Authorized Person

Web-Hed Technologies, LLC.

Name of Company

May 15, 2025

Date

**APPENDIX E
DEBARMENT CERTIFICATION**

Juanita I. Gonzalez _____ being duly
(Name of certifying official)
sworn or under penalty of perjury under the laws of the United States, certifies that neither

Web-Hed Technologies, LLC. _____, 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
CEO & President

Title

May, 15, 2025

Date of Certification

Form 1734
Rev.10-91
TPFS