

# 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

**Avero LLC ("Contractor")**  
**900 S Gay Street, Suite 2102**  
**Knoxville, TN 37405**

#### ARTICLE I RETENTION OF THE CONTRACTOR

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

#### ARTICLE II SCOPE OF SERVICES

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

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

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

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

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

**2.5 NCTCOG Obligations**

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

**2.6 Participating Entity Obligations.**

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

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

**2.7 Contractor Obligations.**

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

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

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

**ARTICLE III  
TERM**

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

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

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

#### ARTICLE IV COMPENSATION

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

Civic Marketplace, Inc.  
6502 Glen Abbey  
Abilene, TX 79606  
Email: [support@civicmarketplace.com](mailto:support@civicmarketplace.com)

#### ARTICLE V SERVICE FEE

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

- 5.2 **Administrative Fee.** NCTCOG will utilize an administrative fee, in the form of a percent of cost that will apply to all contracts between awarded contractor and NCTCOG or participants resulting from this solicitation. The administrative fee will be remitted by the contractor to Civic Marketplace on a quarterly basis, along with required quarterly reporting. The remuneration fee for this program will be 2.5% on sales.
- 5.3 **Setup and Implementation.** NCTCOG will provide instruction and guidance as needed to the Contractor to assist in maximizing mutual benefits from marketing these Services through the SHARE purchasing program.

## **ARTICLE VI RELATIONSHIP BETWEEN THE PARTIES**

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

## **ARTICLE VII REPRESENTATION AND WARRANTIES**

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

**ARTICLE VIII  
CONFIDENTIAL INFORMATION AND OWNERSHIP**

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

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

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

**ARTICLE IX  
GENERAL PROVISIONS**

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

If to NCTCOG:	North Central Texas Council of Governments P.O. Box 5888 Arlington, TX 76005-5888 Attn: Purchasing Agent Phone Number: 817-704-5674 <a href="mailto:elittrell@nctcog.org">elittrell@nctcog.org</a>
---------------	---

If to Contractor: **Avero LLC**  
**Attn: Megan Seaton**  
**900 S Gay Street, Suite 2102**  
**Knoxville, TN 37405**  
**Phone: 865-415-3848**  
**Email: [mseaton@averoadvisors.com](mailto:mseaton@averoadvisors.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.

## Objectives

In this section, we provide several high-level project methodologies, aiming to describe how we would achieve the following objectives.:

- Assess current organizational processes and **identify opportunities** for AI integration.
- Recommend **AI tools, frameworks, and applications** to solve specific organizational challenges.
- Develop a comprehensive **data strategy** alongside an AI roadmap, emphasizing data quality, governance, privacy, and security.
- Develop a **strategic roadmap** for AI implementation, including governance, timelines, milestones, and deliverables.
- Ensure that all AI implementations comply with **legal standards** and regulations such as FOIA.
- Assist the organization in developing technical, administrative, and policy **controls** for internal AI use.
- Provide **training and knowledge transfer** to the organization's internal teams on AI capabilities.
- Establish effective **change management** practices to ensure employees effectively adopt AI tools.
- Quantify the long-term value AI brings to the organization and create **business cases** for AI adoption.
- Support pilot and full-scale AI **implementations** and provide comprehensive training.
- Incorporate a **5-year AI roadmap** to guide the organization's future AI development.

**Note:** The methodologies in the following **Scope of Work** are highly interrelated, but this proposal avoids explicit repetition of possible dependencies for the sake of brevity. We look forward to working directly with each organization to determine which project tasks would be most impactful for their staff and the communities they serve. We anticipate that, during the process of planning our **AI Consultancy Services** engagement, several of the project tasks described in this section will be combined together to create a customized project plan.

## Scope of Work

Avèro Advisors brings a comprehensive and scalable approach to serving the diverse needs of NCTCOG's sixteen counties and their agencies. Our vendor-neutral methodology ensures that each cooperative member—whether a large urban county, a small town, or a special district—receives solutions tailored to their unique goals and operational requirements. As a trusted partner under the Master Services Agreement, we will address all elements of the Scope of Work with a unified strategy that simplifies project initiation and ensures consistent, high-quality outcomes across the region.

## Change Management Approach

### *The Human Side of Digital Transformation*

Successful adoption of new technology hinges on more than just implementation—it requires empowering the people who will use it. At Avèro Advisors, we incorporate Prosci's proven methodology for change management to ensure that NCTCOG member organizations not only deploy AI solutions effectively but also foster organization-wide adoption and long-term success. By focusing on the three key pillars of change—**Leadership Alignment, Employee Engagement, and Organizational Readiness**—we help organizations navigate the human side of digital transformation.

Through structured workshops, tailored communication plans, and ongoing support, we identify barriers to adoption, build trust, and prepare employees for operational shifts. Leveraging Prosci's **ADKAR model (Awareness, Desire, Knowledge, Ability, and Reinforcement)**, we create a roadmap for change that aligns with organizational goals while minimizing disruption. This approach ensures that every stakeholder—from leadership to frontline employees—is engaged, informed, and ready to embrace AI-enhanced processes.

### **/01 Change Management Planning**

Avèro Advisors will create a comprehensive **Change Management Plan** based on Prosci's proven methodology, tailored to the unique needs of NCTCOG member organizations. This plan will guide stakeholders through the adoption journey,

fostering alignment, engagement, and long-term success. This project task will include the following:

- Establish mechanisms and processes to measure and track adoption metrics:
  - Speed of adoption
  - Utilization percentage
  - Proficiency levels
- Develop the **Change Management Plan**, incorporating key Prosci methodology elements:
  - **Governance Model** to define roles and responsibilities for leadership, managers, and end-users.
  - **ADKAR Blueprint** to address Awareness, Desire, Knowledge, Ability, and Reinforcement at each stage of the change process.
  - **Sponsorship Coalition Chart** and **Sponsor Plan** to secure leadership commitment and support.
  - **People Manager Plan** to empower managers to lead their teams through the change process.
  - **Communications Plan** to ensure transparency and keep stakeholders informed.
    - Develop messaging frameworks that address key concerns, benefits, and progress updates.
    - Introduce regular communication touchpoints, such as newsletters, town halls, or workshops, to keep stakeholders informed.
  - **Training Plan** to build the skills necessary for successful adoption.

## /02 Stakeholder Readiness Assessment

Understanding the readiness of key stakeholders is critical to planning effective change initiatives. This project task will include the following:

- Conduct stakeholder interviews to assess awareness, concerns, and expectations related to AI adoption (or any organizational change).
- Analyze data collected as part of the **Change Management Plan**
- Deliver **Stakeholder Readiness Reports** as needed throughout the engagement summarizing insights and identifying potential risks.

## /03 Reinforcement and Continuous Improvement

Sustaining change requires continuous reinforcement and adaptability. This project task will include the following:

- Develop post-implementation reinforcement plans that include performance reviews and success stories, to celebrate wins and document lessons learned.
- Create feedback loops for ongoing evaluation of AI adoption and employee satisfaction.
- Facilitate follow-up sessions to address emerging concerns or training needs as AI solutions scale across the organization.

## Project Management Approach

### *Striking a Balance Between Structure and Innovation*

At Avèro Advisors, we understand that effective project management requires both structure and adaptability. By blending the disciplined framework of Project Management Institute (PMI) standards with the flexibility of Agile, Six Sigma, and Waterfall methodologies, we deliver results that are both dependable and dynamic. Our **hybrid approach** is designed to adapt to the complexity and pace of modern projects, ensuring every milestone builds toward a cohesive, successful outcome.

This balance between structure and innovation is at the heart of our methodology. We guide projects through well-defined phases—planning, discovery, design, development, testing, and deployment, for example—using Waterfall principles to maintain clarity and alignment. Within those phases, particularly in design and testing, we incorporate Agile practices to allow for iteration, quick feedback, and responsiveness to changing needs. This dual approach ensures progress remains steady, even as we adapt to the unique challenges of each engagement.

By integrating these methodologies, we create a process that is both structured and nimble, offering the stability

organizations rely on while making room for innovation. The result is a project management approach that keeps teams aligned, stakeholders informed, and deliverables tailored to real-world goals, ultimately driving sustainable success.

### **/01 Project Planning**

We initiate every engagement with robust project planning to establish clear communication and roles. This project task will include the following:

- Define organizational stakeholders and identify their roles and responsibilities for the engagement.
- Develop a **Stakeholder Register** that documents all relevant participants to the process.
- Determine a regular meeting cadence for Weekly Project Update Meetings and finalize the contents of the **Project Status Reports** to be provided to project sponsors.

### **/02 Kick-Off Presentation**

To align expectations and set the stage for a successful project, we conduct a detailed kick-off meeting with organizational leaders. This project task will include the following:

- Introduce our Project Team for the engagement and address any questions.
- Present a detailed **Project Work Plan** that outlines project tasks, goals, timeframes, deliverables, and milestones, refined with organizational feedback.

### **/03 Executive Visioning**

Avèro facilitates Executive Visioning Sessions with leadership to understand their long-term vision for the organization. This project task will include the following:

- Define overarching goals and values that will guide the project.
- Set a directional foundation that aligns operational improvements with strategic objectives.

## **AI Strategy Development (5.2.1)**

### *A Unique AI Adoption Plan Tailored to Each Agency*

The member organizations of NCTCOG span a remarkable range of municipalities, counties, and special districts, each with unique challenges and goals. From small rural towns seeking to modernize their services to rapidly growing urban centers navigating resource allocation, no two members are alike. Our **AI Strategy Development** approach embraces this diversity, crafting tailored solutions that align with both regional and organizational priorities. By focusing on **practical, high-impact use cases**, we empower every member to leverage AI as a transformative tool.

Avèro's phased methodology begins with a deep understanding of each member organization's needs and challenges. Through our **AI Maturity Model** and **People-Process-Technology Approach** (*described in detail in the Statement of Understanding section*), we provide a clear framework for assessing readiness and building strategies that address each organization's specific goals.

### **/01 AI Readiness Assessment**

Establishing a clear baseline of readiness is essential to understanding how AI can address the challenges and opportunities unique to each member organization. By engaging leadership, departmental staff, and operational teams directly impacted by AI initiatives, we uncover specific departmental challenges while aligning AI strategies with organizational goals. By understanding the current state of the organization, we uncover how AI-enabled technologies can most impactfully improve the efficiency of existing workflows. This project task will include the following:

- Leverage the **Stakeholder Register** developed during project planning to ensure representation from leadership, departments, and operational teams.
- Collect and analyze existing datasets, policies, and user documentation to evaluate current capabilities across departments.
- Conduct interviews with stakeholders—including departmental leaders and staff—to assess data governance, IT infrastructure, and workforce preparedness.
- Identify specific challenges and opportunities, such as improving response times in public safety, reducing procurement cycle times, or optimizing citizen engagement.
- Benchmark organizational readiness and use case potential against comparable public sector organizations to

- share knowledge of best practices in AI readiness.
- Evaluate data quality, governance, and integration readiness to ensure datasets meet operational and regulatory standards.
- Position the organization on the **AI Maturity Model** to establish a clear understanding of current readiness and guide initial discussions for next steps.
- Deliver an **Initial AI Strategy Report**, highlighting governance recommendations, potential risks, and high-impact opportunities.

## /02 AI Strategic Planning

Through a series of collaborative workshops, we work with leadership and stakeholders to prioritize objectives, explore high-value AI use cases, and build consensus around a long-term vision that is both actionable and adaptable. The resulting strategic plan will position NCTCOG members to adopt AI and other emerging technologies over the next five years, even as the technological landscape shifts, by focusing on preparing the organization's people, policies, and data management practices to be ready for whatever might come next. This project task will include the following:

- Facilitate **Executive Visioning Sessions** to define long-term goals and priorities for AI adoption.
- Guide discussions in **Focus Group Workshops** to explore actionable objectives, align priorities, and map AI initiatives to organizational needs.
- Position the organization on the **Avèro AI Maturity Model** and collaborate with stakeholders to define the desired level of maturity, forging a phased pathway to reach those goals.
- Identify gaps in data accessibility and standardization across organizational workflows.
- Recommend actionable steps to strengthen data infrastructure.
- Create a **5-Year AI Roadmap** that aligns with the organization's broader strategic plan and 5-year vision.
- Develop an **AI Implementation Plan**, complete with phased adoption timelines, governance frameworks, and tailored recommendations.

## /03 Cybersecurity and IT Integration

In the process of conducting an AI Readiness Assessment, an organization may reveal gaps in broader IT infrastructure and data governance as well as potential cybersecurity risks. Avèro's expertise extends beyond AI to encompass IT modernization, ensuring that every member organization has the foundational systems and secure practices required to adopt AI confidently and effectively. These IT-focused tasks supplement AI initiatives or can stand alone to address broader organizational needs. This project task will include the following:

- Perform **Cybersecurity Risk Assessments** aligned with NIST frameworks to identify vulnerabilities and recommend mitigation strategies.
- Document compliance requirements, addressing external mandates such as FOIA and internal organizational policies.
- Deliver an **IT Strategic Plan**, ensuring AI initiatives integrate seamlessly into broader IT modernization efforts.

## Feasibility Study and Use Case Identification (5.2.2)

### *Finding What Works and Why It Matters*

Identifying and prioritizing AI use cases is a critical step in delivering meaningful and measurable outcomes for NCTCOG member organizations. Avèro Advisors takes a comprehensive and tailored approach to feasibility studies by focusing on identifying high-impact opportunities that address major operational challenges.

Our methodology emphasizes collaboration with stakeholders to uncover practical use cases and assess their feasibility. By examining technical requirements, organizational readiness, and data infrastructure, we develop a clear understanding of what is possible and how to achieve it. This iterative process not only prioritizes impactful solutions but also creates a roadmap for successful implementation.

## /01 Use Case Identification and Analysis

Understanding the unique needs of NCTCOG member organizations is the foundation of identifying impactful AI use cases. This project task will include the following:

- Engage with stakeholders at departmental and organizational levels to define specific challenges and objectives, including data accessibility and data quality.
- Evaluate technical feasibility, organizational readiness, and expected ROI for various use cases.
- Benchmark against comparable organizations using the **Avèro AI Maturity Model** to identify best practices and the most impactful applications.
- Deliver a **Feasibility Study with AI Use Case Recommendations** to the project sponsors.

## **/02 Compliance Documentation**

Ensuring alignment with external and internal compliance requirements is integral to the feasibility process. The Avèro team will research and provide recommendations for maintaining compliance regarding state-specific mandates, which in Texas include those set forth by the Artificial Intelligence Advisory Council, Texas Responsible AI Governance Act (TRAIGA), Texas Artificial Intelligence Center of Excellence (AI-CoE), and the AI User Group (AI-UG). This project task will include the following:

- Identify relevant external compliance mandates, including FOIA, grant requirements, and state or federal regulations.
- Document internal policies and recommend controls to ensure transparency, accountability, and adherence to legal standards.
- Deliver a comprehensive **Compliance Report** for each use case, outlining regulatory considerations and mitigation strategies.

## **/03 Data Strategy Considerations**

A strong data strategy is essential for successful AI adoption. This project task will include the following:

- Assess data quality, governance, and integration readiness across departments.
- Identify gaps in data infrastructure and recommend improvements to support AI use cases.
- Deliver **Data Strategy Recommendations**, ensuring datasets are reliable, accessible, and aligned with compliance standards.

## **/04 Business Case**

Quantifying the potential return on investment of an AI initiative ensures that organizations make informed decisions about AI adoption. This project task will include the following:

- Develop a clear **Business Case** for each recommended use case, incorporating feedback from the project sponsors, highlighting those with the greatest advantages with respect to other factors.
  - Include practical metrics such as lifecycle cost, potential time saved, and risk mitigation costs.
  - Consider the broader scalability of investments in staff readiness and data quality.
  - Prioritize recommended use cases based on their overall organizational impact, lifecycle costs, and the level of effort required to implement them.
- Help present the Business Case to decision-makers, if requested by project sponsors.

## **AI Solution Design and Roadmap (5.2.3)**

### *Translating Vision into Action*

For NCTCOG member organizations, implementing AI solutions requires a rigorous and ethical approach. At Avèro Advisors, we ensure that each initiative is designed with compliance, transparency, and accountability at its core. Our roadmaps are more than just plans—they are a strategic compass that aligns innovative AI solutions with organizational goals, public sector standards, and the expectations of the communities NCTCOG members serve.

## **/01 Compliance, Governance, and Ethical AI Frameworks**

Compliance and ethics are fundamental to public sector AI adoption. Avèro Advisors ensures that all external and internal compliance requirements are comprehensively addressed while embedding fairness, transparency, and accountability into every solution. This project task will include the following:

- Research and document external compliance mandates, such as FOIA, grant regulations, and state and federal

laws, to ensure alignment with public sector standards.

- Collaborate with stakeholders to design internal compliance frameworks, including technical safeguards, administrative protocols, and policy controls for the safe and ethical use of AI.
- Align AI solution designs with ethical guidelines and public sector regulations, including data privacy laws such as GDPR and internal data loss prevention policies.
- Incorporate fairness, transparency, and accountability measures to promote trust in AI technologies.
- Deliver a **Governance and Ethical AI Framework Report**, detailing recommended roles, responsibilities, compliance strategies, and ethical safeguards to guide AI implementation.

## /02 Comprehensive Roadmap Development

A well-defined roadmap is essential to navigating complex AI projects. Avèro creates roadmaps that not only chart the path to implementation but also adapt to evolving needs. This project task will include the following:

- Develop a **Phased AI Roadmap** with clear governance structures, stepwise timelines, and milestones to ensure alignment and accountability.
- Identify resource requirements, including staffing needs, infrastructure upgrades, and external partnerships, to support successful execution.
- Align the roadmap with the organization's strategic plan and 5-year vision, ensuring long-term scalability and adaptability.
- Incorporate KPIs to track success and inform strategic decision-making throughout the project lifecycle.

## /03 AI Solution Design and Collaboration

While the technical design and development of AI solutions are managed by trusted vendors or development partners, Avèro plays a crucial role in aligning these efforts with organizational priorities and public sector standards. This project task will include the following:

- Identify specific use cases most relevant to the organization.
- Use IBM Blueworks Live 2.0 to design **Future State Business Process Maps** that clearly define how the solution will integrate with departmental workflows.
- Act as a bridge across any gaps in technical or process-related understanding between stakeholders and development teams to clarify expectations and achieve desired outcomes.
- Validate that vendor-managed or custom-built solutions are designed to integrate seamlessly with existing systems and workflows.

## /04 Cost Analysis and Budgeting

Transparency in budgeting is critical for prioritizing AI initiatives. Avèro provides detailed financial analyses that empower member organizations to make informed decisions. This project task will include the following:

- Conduct a comprehensive cost analysis for each proposed AI solution, detailing expenses such as development, licensing, cloud infrastructure, implementation, and operational costs.
- Evaluate costs in the context of expected ROI, helping NCTCOG members prioritize high-value initiatives.
- Deliver a **Cost Analysis Report** with actionable insights to guide resource allocation.

## Pilot Testing and Implementation Support (5.2.4)

### *A Measured Approach to AI Adoption*

Change starts small but grows steadily with the right foundation. A good pilot is designed to deliver quick wins, address challenges, and build confidence in AI's scalability and long-term benefits. Avèro Advisors helps NCTCOG member organizations explore AI's potential in their operations—whether piloting custom-built solutions developed with trusted AI partners or implementing vendor-managed systems that integrate with existing platforms.

Avèro will guide NCTCOG member organizations through the implementation of pilot AI solutions by starting with a focused, manageable user group, often referred to as "**AI Champions**." These early adopters, selected from departments most directly impacted by the solution, will test the AI system in real-world scenarios and provide critical feedback for refinement. By starting small, we create a controlled environment for monitoring AI performance and fine-tuning its

capabilities to meet the unique needs of member organizations.

### **/01 Pilot Design and Planning**

Strategic planning ensures that pilot testing is focused, effective, and aligned with organizational priorities. This project task will include the following:

- Identify pilot use cases and define success criteria in collaboration with stakeholders.
- Establish an **AI Champion User Group** to serve as early adopters, providing critical feedback and insights during the pilot phase.
- Develop a comprehensive **Pilot Implementation Plan**, outlining objectives, timelines, and resources required for execution.

### **/02 Pilot Deployment and Monitoring**

Throughout the pilot phase, Avèro collaborates closely with stakeholders to evaluate project outcomes against pre-defined success metrics, such as efficiency improvements, cost savings, or enhanced citizen engagement. Our team identifies and addresses both technical and procedural issues that may arise, such as unexpected AI behaviors or challenges with staff adaptation. Deploying and monitoring AI solutions in a controlled environment allows for iterative improvement and risk mitigation. This project task will include the following:

- Oversee the implementation of pilot solutions, ensuring alignment with workflows and organizational needs.
- Monitor pilot performance against specific criteria such as reliability and precision.
- Monitor adoption success against specific criteria including efficiency improvements, user satisfaction, and compliance metrics.
- Identify and address technical or procedural issues that arise during testing.

### **/03 Evaluation and Refinement**

Refining AI solutions during the pilot phase ensures that they are optimized for broader adoption. This project task will include the following:

- Facilitate regular stakeholder feedback sessions to evaluate pilot outcomes and identify areas for improvement.
- Conduct a detailed evaluation of pilot results, assessing scalability, ROI, and alignment with organizational goals.
- Refine AI solutions based on feedback and evaluation findings to enhance performance and usability.
- Deliver a **Pilot Project Results Summary** describing how the pilot did or did not meet the success criteria and recommended next steps.

### **/04 Scaling and Integration**

Once a pilot demonstrates success, Avèro supports NCTCOG member organizations in scaling the solution across their operations. This includes integrating the AI system into broader workflows, enhancing integration with existing platforms, incorporating more data sources, and expanding its use to additional departments. Scaling responsibly involves more than technical adjustments—it requires maintaining strong governance, ongoing monitoring of compliance, and addressing new challenges as they arise. This project task will include the following:

- Develop an **Integration Plan** to scale successful pilots across additional departments or workflows.
- Ensure AI solutions are integrated seamlessly into existing systems and supported by robust governance frameworks.
- Monitor compliance with organizational policies and regulatory standards during scaling efforts.
- Explore opportunities for automating monitoring processes as the solution becomes integrated with more workflows.

## **Training, Adoption, and Capacity Building (5.2.5)**

### *Empowering Public Servants for the Future*

At Avèro Advisors, we believe that the true power of AI lies not in the technology itself but in the people who use it. For NCTCOG member organizations, successful AI adoption depends on empowering staff with the skills, knowledge, and confidence to integrate AI into their daily workflows.

Through targeted training, capacity-building workshops, and a comprehensive knowledge transfer process, Avèro Advisors ensures that AI becomes a transformative tool for every member organization—enhancing productivity without disrupting core operations. Whether onsite or virtually through platforms like Zoom and Teams, our adaptable approach ensures every engagement is effective and accessible.

### **/01 Organizational Capacity Building & Training**

Building internal capacity ensures that organizations can maintain and scale AI solutions independently while fostering a culture of collaboration and innovation. Avèro delivers hands-on training sessions tailored to the unique needs of NCTCOG member organizations, ensuring staff understand both the technical functionality and practical applications of AI tools. This project task will include the following:

- Create a **Workshop Lesson Plan**, get feedback from project sponsors to ensure alignment with overall strategy, and collaborate with stakeholders to facilitate workshops for building internal AI capabilities.
- Deliver customized, interactive training sessions on using AI tools to address specific real-world challenges (onsite or virtually via video conference platforms like Zoom and Teams).
- Provide role-specific, accessible **End-User Training Materials** such as instructional videos and quick reference documents to support ongoing learning.

### **/02 Knowledge Transfer**

Sustainable AI adoption requires more than initial training—it demands a comprehensive plan for ongoing knowledge transfer and self-sufficiency. This project task will include the following:

- Develop and deliver a **Knowledge Transfer Plan**, including train-the-trainer programs to empower internal staff to teach and support their teams as AI systems evolve.
- Document workflows using IBM BlueWorks Live 2.0 to create **Business Process Maps**
- Provide mentorship and support during implementation to build confidence in managing AI systems independently.
- Offer follow-up guidance and assistance to address questions and refine workflows.

### **/03 Post-Adoption Monitoring and Support**

Supporting organizations post-adoption ensures that AI solutions continue to deliver value over time. This project task will include the following:

- Monitor adoption metrics such as speed of adoption, utilization rates, and proficiency levels.
- Provide ongoing support to troubleshoot issues and optimize system performance as needed.
- Provide ongoing support to maintain adaptable and effective documentation on ethical AI guidelines.
- Help member organizations procure live monitoring solutions to automate drift detection and usage data while remaining in compliance with privacy regulations.
- Deliver a **Final Project Report** to project sponsors that includes a detailed project evaluation, outcomes, and recommendations for further AI integration.

## **Requirements**

### **Consultant Expertise and Qualifications (5.3.1)**

*This is what we do.*

Avèro Advisors is no stranger to the unique challenges and opportunities that government agencies face in adopting new technologies. From housing authorities seeking to streamline tenant communication to regional councils exploring predictive analytics for infrastructure planning, our client portfolio and the resumes of our key staff members showcase our ability to tailor AI solutions to the intricate needs of the public sector. Every project we undertake is driven by a commitment to delivering measurable outcomes that align with organizational priorities and public service values.

Whether your organization is deploying machine learning to forecast demand trends, leveraging natural language processing to enhance citizen engagement, or applying computer vision for asset monitoring, our team is equipped to

drive solutions that make an impact. The depth of our expertise ensures that every recommendation we make is firmly grounded in technical excellence.

We understand the challenges inherent in navigating **the intersection of technology and public trust**, so we are adamant about integrating ethical principles and rigorous privacy standards into every AI solution. Every model we recommend must integrate proactive bias detection, data anonymization protocols, and security safeguards to align with regulations like FOIA and GDPR. From the start, integrity and security have formed the foundation of all our projects, and we are continuing to prioritize these values as our company grows.

Avèro’s track record is built on delivering actionable IT strategies that move seamlessly from vision to execution. From multi-year AI roadmaps to targeted pilot programs that deliver immediate value, we empower organizations to adopt AI solutions that drive results and align with their goals.

We pride ourselves on being **translators** as much as technologists. At Avèro, collaboration goes beyond simply working alongside teams—it is about fostering a shared understanding of complex technologies. Through interactive workshops, accessible training materials, and open communication, we bridge the gap between technical innovation and organizational adoption by ensuring every stakeholder feels empowered and informed.

Public sector organizations operate in a landscape defined by transparency, accountability, and compliance. Avèro excels in integrating these principles into AI solutions, whether through carefully aligning recommendations with HUD guidelines or collaborating with agencies to enact compliance policies, clarify decision-making frameworks, and promote effective and secure data management. We know by heart what it takes to achieve operational goals and public service excellence.

---

Avèro has completed two projects with us and has another one underway. I find they have two critically important attributes that speak well for them: communication skills and technical knowledge. The Avèro team builds trust and relationships with our staff, enabling comfortable communication about IT issues. By using ordinary English and humor, the Avèro team can speak to different levels including our ‘front line’ employees, our managers, our IT staff, and our executives because they understand that most people do not speak ‘IT.’ Their technical knowledge is superb and always beneficial to us. Both of these attributes are critical to successful project completion.

**Terry McKee, IT and Procurement Director**  
**Knoxville’s Community Development Corporation,**  
**Tennessee**

---

## Data Security and Privacy Compliance (5.3.2)

### *Security First—Always.*

At Avèro Advisors, we actively advocate for transparency, ethical practices, and long-term accountability in AI adoption. Our role as trusted advisors to NCTCOG member organizations will ensure that any selected AI solution meets the highest standards of compliance, security, and accountability. By staying at the forefront of regulatory developments, we can empower NCTCOG member organizations to adopt AI solutions that are secure, compliant, and aligned with their values.

#### ✓ **ADVOCATING FOR ACCOUNTABILITY**

Navigating the complex landscape of federal, state, and local data privacy laws requires expertise and diligence. As part of our software selection and solicitation advisory services, Avèro Advisors is known for taking great pains to ensure that all AI solutions align with regulations such as FOIA, HIPAA, and GDPR (where applicable) in addition to meeting critical functional requirements. As a matter of course, Avèro is an active member of the GovAI Coalition. We make it a priority to advocate for rigorous compliance standards and champion the interests of our public sector clients. By collaborating with vendors and leveraging our experience, we help bridge the gap between emerging technologies and their application to public sector use cases.

#### ✓ **COMPLIANCE DOCUMENTATION**

As part of our methodology, we thoroughly assess software capabilities. As a rule, whether a vendor is selling AI or not, we press them to document their adherence to data protection laws and prove they can meet the record retention requirements and rigorous performance benchmarks that we recommend for their solutions to suit public sector use cases. Through our involvement in the GovAI Coalition’s AI Registry Committee, we contribute to a centralized repository of vetted AI applications tailored for public sector use. This registry serves as a resource for

ensuring transparency, enabling NCTCOG member organizations to verify that proposed solutions meet regulatory requirements. We also work with vendors to obtain up-to-date documentation of their data protection measures, providing clients with a clear understanding of how sensitive information will be safeguarded.

✓ **SENSITIVE AND PERSONAL INFORMATION**

We are advocates for our clients, providing expert advice that helps them evaluate the security measures that vendors employ in their AI solutions to ensure that personal and sensitive information remains protected throughout the data lifecycle. We assess encryption protocols, access control mechanisms, and incident response plans to verify their alignment with public sector standards. As contributors to the GovAI Coalition's Vendor Agreements Adoption Support Working Group, we promote contractual safeguards that hold vendors accountable for maintaining security and compliance over the long term. By serving as intermediaries, we ensure that vendors deliver solutions that not only meet but exceed the expectations of our public sector clientele.

### Project Management and Reporting (5.3.3)

#### *Our Philosophy: No Surprises*

Transparency is at the core of Avèro's project management philosophy. Through detailed status updates, clear communication, and regular meetings, we ensure that every stakeholder is aligned and informed. Our approach transforms updates from routine check-ins into opportunities for collaboration, ensuring that progress is measured not just in milestones but in shared understanding and collective momentum.

At the project's conclusion, Avèro will deliver a comprehensive final report that serves as a strategic asset, encapsulating key findings, actionable recommendations, and an honest assessment of lessons learned. By distilling complex outcomes into clear insights, we provide a foundation for future innovation and continuous improvement.

Meeting deadlines is not just a commitment—it is a cornerstone of our practice. Avèro's project plans are meticulously structured to anticipate and address challenges, ensuring that deliverables are not only completed on time but exceed expectations. Our proactive approach to time management underscores our reliability and dedication to client success. *(See more details in the Scope of Work section.)*

### Budget and Cost Estimates (5.3.4)

#### *Flexible Transparent Pricing*

Each NCTCOG member organization will receive a detailed project cost estimate, breaking down the timeline, activities, and resource allocations across the project's phases. This estimate includes a thorough outline of key tasks presented in an easy-to-follow format, providing clarity on the hours dedicated to each project activity, the roles involved, and the associated rates.

Invariably, the implementation timelines and consultancy fees associated with implementation project management will depend on the vendor selected during the procurement process. Avèro Advisors will work closely with member organizations to refine these estimates once a vendor is chosen.

Our pricing structure reflects the roles and responsibilities of our expert team, from consultants to executive level staff, with each role priced at a competitive hourly rate. *(Rates are provided in section 6. Pricing.)* While time allocations may vary depending on the complexity of the engagement, the underlying structure provides flexibility and finely tuned control over the project budget.

We are committed to maintaining strict adherence to the agreed-upon budget. Any tasks that may fall outside the initial scope of work will be clearly communicated to the client, with prior written approval required before proceeding. We anticipate that travel costs will amount to an additional 10% of the total project fees, and travel expenses are always supported by receipts.

Our flexible pricing philosophy ensures that every organization—regardless of size or resource constraints—receives exceptional value for the services we provide. We remain open to adjusting the billing structure for each project according to each member's unique requirements, whether that means billing monthly, by phase, or by completion of each agreed-upon deliverable.

Avèro equips NCTCOG member organizations with the financial clarity needed to plan confidently for their AI and IT initiatives. We aim to provide NCTCOG member organizations with clear and comprehensive cost estimates tailored to the unique scope and complexity of each engagement and negotiate as needed to reach our best and final offer (BAFO).

## Data Strategy and Management (5.3.5)

*An AI system is only as accurate as its data.*

### Data Quality Controls

The integrity of an AI model relies on the data it processes and the data used to train it. Through years of advising public sector organizations, we understand the unique challenges posed by disparate data sources, legacy systems, and cross-departmental inconsistencies. Our role is to guide NCTCOG member organizations in building the foundation necessary to turn their data into a strategic asset. This includes fostering an understanding of how biases, inaccuracies, or gaps in data could affect the performance of their AI models.

Avèro Advisors recommends taking measures that ensure data consistency, completeness, and accuracy at every stage, from initial conversion to continuous monitoring protocols. We guide organizations on how to clean, structure, and enrich their datasets for optimal information retrieval and training outcomes. This includes understanding when and how to use manual versus automated validation or augment data sets with open-source or purchased training data. To help our clients achieve high-quality data, we emphasize the following key practices:

- Implement a combination of automated and manual processes that check for inconsistencies, outliers, and duplications in the way that makes the most sense for the organization.
- Standardize formats across datasets to form the foundation for a cohesive, centralized source of truth for AI systems.
- Educate workers on how to identify and mitigate biases within their datasets by evaluating the fairness and equity of outputs.
- Align data governance practices with ethical standards and compliance requirements such as FOIA and GDPR by implementing clear, adaptable policies and updating them regularly.

### Data Governance Framework

Effective governance begins with clear policies outlining data ownership, usage rights, and stewardship roles. Avèro will work with NCTCOG members to define these policies. By engaging leadership and stakeholders, we will help clarify who owns which data, who can access it, and how it can be used.

In addition to procedure-oriented policies, we recommend a structured, automated approach toward version control and data lineage tracking, using metadata to provide visibility into how data is created, accessed, and modified over time.

Vendor relationships and procurement policies are also a key focus for Avèro because this governance must extend to third parties who work with government agencies, especially for cloud-based platforms. Avèro Advisors is equipped to help member organizations navigate complex regulatory landscapes by facilitating structured in-person and virtual working sessions with stakeholders. From the decisions made in these sessions, we deliver clear governance documentation to support regulatory compliance internally. Once policies are established, we work with technology vendors to communicate these policies and obtain documentation attesting their adherence to them.

### Data Privacy Assurance

In the public sector, every successful AI initiative is grounded in transparency, ethics, and trust.

Drawing on our active participation in the GovAI Coalition, we will help NCTCOG member organizations customize the most up-to-date policy frameworks to ensure internal teams and vendors adhere to FOIA, GDPR (where applicable), and local privacy legislation. We make privacy assurance one of our guiding principles by:

- Facilitating collaboration to create tailored governance structures.
- Working with software vendors to ensure data is encrypted and anonymized where appropriate.
- Conducting comprehensive reviews of data flows to pinpoint privacy vulnerabilities.
- Training teams on best practices to create a culture of privacy-first decision-making.

## **VOLUNTARY OPT-IN DATA CONSENT**

Avèro is unwavering in its recommendation that public sector organizations adopt **opt-in** consent policies, ensuring individuals have complete control over their data. We help build trust between governments and the communities they serve by:

- Advocating user-friendly consent forms that clearly communicate data usage.
- Never accepting opt-out scenarios for AI tools.
- Establishing workflows for managing consent records as a priority, not an afterthought.

## **Data Security Protocols**

Data security is not a static challenge—it evolves alongside technological and regulatory changes. By embedding these protocols into governance frameworks and vendor relationships, we provide the foundation for secure, ethical, and impactful AI adoption

Effective data security begins with proactive measures that ensure sensitive information is protected from unauthorized access or breaches. Avèro leverages our experience in IT strategy and organizational change management to help our clients implement encryption protocols, access controls, and regular risk assessments tailored to their unique operational environments, including custom-built AI systems such as internal large language models (LLMs). We recommend:

- Verifying that the application encrypts data in transit and at rest.
- Designing role-based access control frameworks to limit data exposure.
- Conducting regular risk assessments to identify vulnerabilities and prioritize mitigation strategies.
- Ensure vendors meet the same rigorous standards through contract requirements and ongoing evaluations.

### **✓ INCIDENT RESPONSE**

An effective incident response plan must outline procedures for detecting, reporting, and addressing breaches. Furthermore, it must include communication strategies to maintain public trust during security incidents.

Avèro specializes in helping organizations craft detailed incident response plans that clearly define roles, responsibilities, and protocols in the case of a security incident such as a data breach. While we do not serve as direct responders during a breach, our advisory services often incorporate trusted third-party incident response providers into comprehensive plans that ensure swift and effective resolution.

### **✓ DATA STORAGE AND BACKUPS**

Healthy data storage and backup practices, when managed proactively, can form the backbone of a security incident response plan. Avèro Advisors combines expertise in IT governance, software selection, and vendor contract analysis to advise our clients on secure cloud and on-premises storage solutions with redundancy and failover capabilities. For on-premises data storage, automated backup policies should be clearly defined to meet regulatory and operational needs.

## **Ongoing Data Strategy Evaluation**

Maintaining the relevance and effectiveness of a data strategy as the regulatory and technological landscape shifts requires regular evaluation, adaptability, and team empowerment. Avèro integrates periodic data strategy evaluation mechanisms into our IT Strategic Plan documentation from the outset, ensuring that member organizations have the tools and processes needed for continuous improvement

Sustaining a data strategy requires more than just policies—it requires people. Avèro prioritizes knowledge transfer and capacity building so that internal teams are fully equipped to uphold and evolve their data governance frameworks. Our approach combines governance, change management, and targeted training to build a culture of accountability and competence.

### **✓ OUR COMMITMENT TO ONGOING SUPPORT**

Avèro's commitment to NCTCOG member organizations extends beyond the engagement itself. By embedding periodic evaluation processes, empowering teams through comprehensive training, and offering long-term advisory support, we help ensure that data strategies remain effective and resilient long after project completion. With this approach, member organizations are equipped to sustain their strategies, adapt to change, and continue driving meaningful innovation in public service.

At Avèro Advisors, our role as trusted advisors often extends far beyond the scope of a single engagement. Once we get involved, we are happy to stay involved. By forming trusting relationships, we strive to ensure that member organizations have dependable access to experienced advisors who deeply understand their unique needs and priorities.

## Ethical AI Requirements (5.3.6)

### *Empowering Public Service Through Responsible AI*

#### Ethical Framework Alignment

AI holds transformative potential for public service, offering the ability to streamline operations, improve decision-making, and better serve communities. However, this potential comes with significant responsibilities—responsibilities we take very seriously. At Avèro Advisors, our evaluation process goes beyond assessing whether an AI solution works. We ask deeper questions: How does it work? Who does it impact? And does it truly serve the communities it is designed to help?

Our approach is rooted in a fundamental belief: **AI should empower people, not replace them.** Every solution we evaluate must demonstrate its ability to enhance productivity, complement human roles, and address real problems—without compromising trust or equity. Every NCTCOG member organization has its own mission, goals, and culture. Avèro Advisors works closely with stakeholders to ensure AI solutions align with these unique values, enhancing operations without compromising core principles.

By taking the time to evaluate how solutions align with these ethical principles and organizational values, we will help NCTCOG member organizations embrace AI as a transformative tool that uplifts their mission and the communities they serve. Together, we can build a future where technology enhances public service without compromising the trust that makes it possible.

#### Responsible AI Principles

- ✓ **Fairness & Inclusivity**  
Avoiding bias in AI systems to treat everyone equally
- ✓ **Transparency**  
Be able to explain how the system reaches its conclusions
- ✓ **Privacy & Security**  
Protect users and ensure responsible data usage
- ✓ **Accountability**  
Clearly establish who or what is held responsible for outputs
- ✓ **Reliability & Safety**  
Ensure predictable functionality and minimize risk of harm



#### Bias Detection and Mitigation

AI systems are dynamic, requiring continuous oversight to maintain fairness. Luckily, there are many advanced tools and methodologies we can recommend to identify potential biases in datasets and algorithms, including human-in-the-loop evaluations, automated fairness analysis, and stakeholder feedback mechanisms. With the right information and education, software vendors and internal teams alike can employ various techniques to pinpoint systemic issues early, correcting biases before they affect outcomes and ensuring AI outputs are impartial and objective.

#### Transparency Protocols

In the realm of AI, where algorithms can shape critical decisions, transparency is the key to trust. This means holding AI solution vendors to the highest standards. It is their responsibility to provide clarity about how their models work and the

data they use.

We believe that every decision made by an AI system should be understandable, explainable, and justifiable. Vendors must provide documentation that goes beyond technical jargon, offering insight into data sources, decision logic, and model outputs. This is not just a check-the-box exercise—it is about equipping organizations with the tools they need to uphold public trust and ensure ethical AI adoption.

To support this, we will compile a centralized repository of AI documentation, creating a living resource that captures every detail about the systems the organization has deployed. By advocating for transparency and accountability, we ensure that AI solutions serve their intended purpose: empowering organizations while respecting the communities they serve.

## Accountability Measures

AI should serve as a tool for empowerment, not a source of ambiguity or unchecked power. Accountability in AI development and use is essential to preserving trust, ensuring fairness, and upholding the values of the public sector. For us, this means creating systems where every action, decision, and change made by AI can be traced, understood, and justified. Transparency without accountability is incomplete, and we are committed to ensuring both.

AI systems are dynamic—they evolve, adapt, and learn. This evolution is part of their strength but also a source of risk if left unchecked. We believe that every AI solution must come with built-in mechanisms to track its decisions, monitor its actions, and document any changes to its underlying models. This is not about being overly cautious; it is about safeguarding the integrity of the technology and the people it impacts. Accountability measures give organizations confidence that their AI systems are working as intended and in alignment with their ethical standards.

The measures we advocate include clear logging of actions and decisions, documentation of all model updates, and ongoing evaluation of outputs for unintended bias or inaccuracies. These processes create a living record, ensuring that the systems we help implement are not just effective today but adaptable and reliable for the challenges of tomorrow. To us, accountability is not a burden; it is a promise—to our clients, to their communities, and to the ethical standards that guide public service.

## Ethical Impact Assessments

Adopting AI is about more than just technology—it's about people, values, and the delicate balance between innovation and responsibility. At Avèro Advisors, we understand that **AI in the public sector must serve not just operational goals but the deeper societal and cultural fabric of the communities it touches**. By deeply understanding societal, cultural, and operational implications—and acting decisively to address challenges—we will empower NCTCOG member organizations to approach AI with confidence and clarity, ensuring that AI enhances public service in meaningful, sustainable ways while fostering public trust and equity.

### ✓ SOCIETAL IMPACTS

AI has the power to transform how public services are delivered, but that transformation must serve everyone. We evaluate how AI tools impact equity, accessibility, and transparency across diverse populations. Will automated processes widen gaps in service delivery, or will they close them? How can communities trust AI to reflect their needs and values? Through direct engagement with stakeholders—whether community members, organizational leaders, or frontline staff—we uncover these answers. If disparities are identified, we prioritize corrective actions such as revising workflows, adjusting access policies, or retraining models to eliminate bias, guided by equity metrics and a commitment to fairness.

### ✓ CULTURAL IMPACTS

An organization's culture is its compass, guiding how it interacts with the people it serves. Introducing AI into this ecosystem must respect and reflect those values. A cultural assessment explores whether the proposed AI tools align with the organization's mission, values, and community identity. What unspoken norms might be disrupted? How can AI be framed as a partner, not a disruptor? If tensions or misalignments are detected, we collaborate with stakeholders to refine communication strategies, adjust implementation plans, or modify the AI's functionality to better align with cultural norms. By addressing these issues early, we ensure AI adoption strengthens organizational identity rather than fragmenting it.

### ✓ OPERATIONAL IMPACTS

Operationalizing AI is about more than efficiency—it’s about ensuring that every process is effective and resilient. Our assessments go beyond the surface to map how AI integrates into existing workflows. Will it lighten workloads or create new ones? Can it enhance transparency while maintaining compliance with FOIA, data privacy laws, and other regulations? If inefficiencies or compliance risks are identified, we develop targeted strategies such as updating data governance protocols, refining AI outputs to align with policy requirements, or redesigning workflows to reduce friction. These corrective actions ensure that AI implementation supports operational goals without compromising integrity.

## Deliverables

The Avèro project team will make the necessary revisions as requested by the organization’s project sponsors before transferring ownership of the following Deliverables to NCTCOG member organizations:

<p><b>Project Management &amp; Change Management</b></p> <ul style="list-style-type: none"> <li>Stakeholder Register</li> <li>Project Work Plan</li> <li>Weekly Project Status Reports</li> <li>Change Management Plan</li> <li>Communication Plan</li> <li>Stakeholder Readiness Reports</li> </ul>	<p><b>AI Strategy Development</b></p> <ul style="list-style-type: none"> <li>AI Readiness Assessment Report</li> <li>AI Strategic Roadmap</li> <li>AI Strategic Plan</li> <li>IT Strategic Plan (ITSP)</li> <li>Cybersecurity Risk Assessment</li> </ul>	<p><b>Feasibility Study &amp; Use Case Identification</b></p> <ul style="list-style-type: none"> <li>Feasibility Study with AI Use Case Recommendations</li> <li>Compliance Report</li> <li>Data Strategy Recommendations</li> <li>Business Case</li> </ul>
<p><b>AI Solution Design &amp; Roadmap</b></p> <ul style="list-style-type: none"> <li>Governance and Ethical AI Framework Report</li> <li>Future State Business Process Maps</li> <li>Cost Analysis Report</li> </ul>	<p><b>Pilot Testing &amp; Implementation Support</b></p> <ul style="list-style-type: none"> <li>Pilot Implementation Plan</li> <li>Pilot Project Results Summary</li> <li>Integration Plan</li> </ul>	<p><b>Training, Adoption, &amp; Capacity Building</b></p> <ul style="list-style-type: none"> <li>Workshop Lesson Plan</li> <li>End-User Training Materials</li> <li>Business Process Maps</li> <li>Knowledge Transfer Plan</li> </ul>

**APPENDIX A.1**  
**Pricing for TXShare Cooperative Purchase Program Participants**

## 6. Pricing

Avèro Advisors proposes the following hourly rates in order to complete the **Artificial Intelligence (AI) Consultancy Services** for North Central Texas Council of Governments member organizations. We are committed to working closely with the organization to ensure that the project does not exceed the proposed cost. If any project tasks outside the scope of the initial contract arise, they will be billed separately at the individual rates listed in the **Hourly Rate Chart** below, upon prior written approval.

Proposed Pricing RFP No. 2025-023			
<b>Respondent Name:</b> Avèro Advisors			
<b>Artificial Intelligence (AI) Consultancy Services</b>			
Item	Description	Price	Conditions
1	Project Executive	\$300	<i>Travel expenses will be reimbursed.</i>
2	Vice President of Client Success	\$250	<i>Travel expenses will be reimbursed.</i>
3	Director of Client Success	\$225	<i>Travel expenses will be reimbursed.</i>
4	Project Manager	\$200	<i>Travel expenses will be reimbursed.</i>
5	Senior Consultant	\$175	<i>Travel expenses will be reimbursed.</i>
6	Associate Consultant	\$175	<i>Travel expenses will be reimbursed.</i>

Service Area Designation Forms

EXHIBIT 1: SERVICE DESIGNATION AREAS

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

(Exhibit 1 continued on next page)

(Exhibit 1 continued)

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

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

End of Exhibit 1

## APPENDIX B

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

### REQUIRED 2 CFR 200 CLAUSES

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

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

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

The following definitions apply to this statute:

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

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

**10. Domestic Preference for Procurements**

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

**11. Trafficking in Persons**

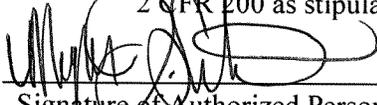
Contractor agrees to comply with all applicable provisions of 2 CFR §175.15. NCTCOG, the Contractor, and its subcontractors are prohibited from (i) engaging in severe forms of trafficking in persons during the period of time that the award is in effect; (ii) procure a commercial sex act during the period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

**Check one of the following:**

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

**-OR-**

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

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

Megan J. Sutton  
\_\_\_\_\_  
Name of Authorized Person

AVERO LLC DBA AVERO ADVISORS  
\_\_\_\_\_  
Name of Company

5/12/25  
\_\_\_\_\_  
Date

## **APPENDIX C RESTRICTIONS ON LOBBYING**

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

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

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

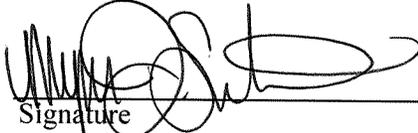
Subcontractors are also required to file with NCTCOG a disclosure form, set forth in Appendix B.2, if the subcontractor or its employees have made or have agreed to make any payment using nonappropriated funds (to include profits from any federal action), which would be prohibited if paid for with appropriated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

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

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

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

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

  
\_\_\_\_\_  
Signature

Vice President of Strategic Growth  
Title

Avero WC DBA Avero Advisors  
Agency

5/12/25  
Date

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

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

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

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

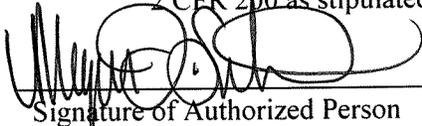
The entity identified below, through its authorized representative, hereby certifies that no funds under this Contract will be obligated or expended to procure or obtain telecommunication or video surveillance services or equipment or systems that use covered telecommunications equipment or services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

**Check one of the following:**

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

-OR-

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

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

Megan J. Swaton  
\_\_\_\_\_  
Name of Authorized Person

Avero LLC DBA Avero Advisors  
\_\_\_\_\_  
Name of Company

5/12/25  
\_\_\_\_\_  
Date

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

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

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

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

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

**Check one of the following:**

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

**-OR-**

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

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

Megan J. Seraton  
\_\_\_\_\_  
Name of Authorized Person

Avero LLC DBA Avero Advisors  
\_\_\_\_\_  
Name of Company

5/12/25  
\_\_\_\_\_  
Date

**BOYCOTTING OF CERTAIN ENERGY COMPANIES**

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

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

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

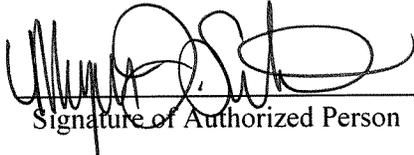
The entity identified below, through its authorized representative, hereby certifies that they do not boycott energy companies, and that they will not boycott energy companies during the term of the contract as prohibited by Chapter 809, Subtitle A, Title 8 of the Texas Local Government Code.

**Check one of the following:**

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

**-OR-**

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

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

Megan J. Swaton  
\_\_\_\_\_  
Name of Authorized Person

AVERO LLC DBA AVERO ADVISORS  
\_\_\_\_\_  
Name of Company

5/12/25  
\_\_\_\_\_  
Date

**APPENDIX E  
DEBARMENT CERTIFICATION**

Megan J. Swaton being duly  
(Name of certifying official)  
sworn or under penalty of perjury under the laws of the United States, certifies that neither

Avero LLC DBA Avero Advisors, 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:**

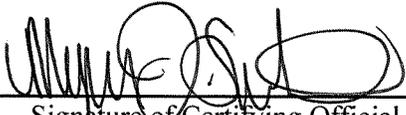
---



---



---

  
Signature of Certifying Official  
Vice President of Strategic Growth  
Title  
5/12/25  
Date of Certification

Form 1734  
Rev.10-91  
TPFS