

# TXShare

## Your Public Sector Solutions Center

### MASTER SERVICES AGREEMENT #2025-018 Artificial Intelligence (AI) Solutions for Public Sector Entities

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

**Data Surge LLC ("Contractor")**  
716 Hunter Place  
Fulsom, CA 95630

#### 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) Solutions for Public Sector Entities** (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 #2025-018 (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 Percentage discounts for items in Appendix A represent the minimum discounts provided for each item offered by the Contractor. Contractor and Participating Entity may mutually agree to a greater percentage discount 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 #2025-018.
- 2.7.2 If applicable, Contractor shall provide all necessary material, labor and management required to perform this work. The scope of services shall include, but not be limited to, items listed in Appendix A.
- 2.7.3 Contractor agrees to market and promote the use of the SHARE awarded contract whenever possible among its current and solicited customer base. Contractor shall agree to follow reporting requirements in report sales made under this Master Services Agreement in accordance with Section 4.2.

## ARTICLE III

### TERM

- 3.1 This Agreement will commence on the Effective Date and remain in effect for an initial term ending on May 31, 2027 (the “**Term**”), unless earlier terminated as provided herein. This Agreement will automatically be renewed, unless NCTCOG explicitly desires otherwise, for up to three (3) additional one (1) year terms through May 31, 2030.
- 3.2 **Termination.** NCTCOG and/or Participating Entities may terminate this Agreement and/or any Purchase Order to which it is a signatory at any time, with or without cause, upon thirty (30) days’ prior written notice to Contractor. Upon its receipt of notice of termination of this Agreement or Purchase Order, Contractor shall follow any instructions of NCTCOG respecting work stoppage. Contractor shall cooperate with NCTCOG and/or Participating Entities to provide for an orderly conclusion of the Services. Contractor shall use its best efforts to minimize the amount of any non-cancelable obligations and shall assign any contracts related thereto to NCTCOG or Participating Entity at its request. If NCTCOG or Participating Entity elects to continue any activities underlying a terminated Purchase Order after termination, Contractor shall cooperate with NCTCOG or Participating Entity to provide for an orderly transfer of Contractor’s responsibilities with respect to such Purchase Order to NCTCOG or Participating Entity. Upon the effective date of any such termination, the Contractor shall submit a final invoice for payment in accordance with Article IV, and NCTCOG or Participating Entity shall pay such amounts as are due to Contractor through the effective date of termination. NCTCOG or Participating Entity shall only be liable for payment of services rendered before the effective date of termination. If Agreement is terminated, certain reporting requirements identified in this Agreement shall survive termination of this Agreement.

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

#### **ARTICLE IV COMPENSATION**

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

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

#### **ARTICLE V SERVICE FEE**

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

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

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

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

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

## **ARTICLE VII REPRESENTATION AND WARRANTIES**

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

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

## ARTICLE VIII CONFIDENTIAL INFORMATION AND OWNERSHIP

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

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

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

## ARTICLE IX GENERAL PROVISIONS

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

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

**Data Surge LLC**

**Attn:** Anu Jekal

716 Hunter Place

Folsom, CA 95630

**Phone:** 916-903-8381

**Email:** [anu@datasurge.com](mailto:anu@datasurge.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.

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

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

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

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

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

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

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

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

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

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

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

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

**10.17 Certification of Fair Business Practices**

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

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

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

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

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

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

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



## **APPENDIX A**

### **Statement of Work**

The Contractor agrees to provide AI Solutions in accordance with the scope of work outlined in Request for Proposal (RFP) No. 2025-018, and as further detailed in the Contractor's technical response, which is incorporated herein and made a part of this Statement of Work.

1. The Contractor shall be responsible for the design, development, deployment, and ongoing support of customized Artificial Intelligence (AI) solutions. These solutions must:
  - a. Address and solve specified operational and strategic challenges.
  - b. Integrate seamlessly with existing agency systems and databases.
  - c. Be intuitive, user-friendly, and accessible to a broad range of stakeholders.
  - d. Include end-user training, system documentation, and ongoing support for staff.
  - e. Provide ongoing maintenance, upgrades, and compliance assurance with applicable data security and privacy standards.
  - f. Ensure data security and privacy compliance in alignment with state and federal regulations.
2. Technical Requirements  
The Contractor shall ensure that all AI solutions meet the following technical specifications:
  - a. Scalability: Must support growth in both data volume and user interaction without degradation of performance.
  - b. System Integration: Solutions must integrate with existing platforms.
  - c. Security frameworks: MDM, IAM, SIEM, and related infrastructure
  - d. Real-Time Analytics: Must provide real-time data analysis and reporting.
  - e. Data Security & Privacy Compliance: Adherence to standards such as GDPR, HIPAA, and CCPA are required.
  - f. Natural Language Processing (NLP): Advanced NLP capabilities must be embedded to support diverse and accurate user interactions.
  - g. Accuracy & Validation: Contractor must demonstrate and maintain a high level of system accuracy and describe methods for validation and quality assurance.
  - h. Algorithm Transparency: Solutions must include clear documentation of AI algorithms, approaches to mitigating bias, validation processes, and explainability.
  - i. Continuous Improvement: Solutions must include features for ongoing learning, with mechanisms to incorporate feedback and improve performance over time.
  - j. Interoperability: AI systems must comply with open standards and be capable of integrating with current and future digital infrastructure.
  - k. Quality Control: Contractor shall maintain rigorous quality control protocols to ensure consistent and reliable system performance.
3. Data Governance  
The Contractor must implement the following data governance practices:
  - a. Data Integrity and Accuracy: Ensure reliable data quality through lifecycle validation checks and automated error correction.
  - b. Data Privacy Compliance: Adhere to all relevant privacy laws. Implement data anonymization and pseudonymization as needed and obtain/document user consent for data collection and use.
  - c. Access Controls: Implement role-based access controls and multi-factor authentication (MFA) for all sensitive data access.
  - d. Data Retention and Disposal: Define and adhere to policies for secure data retention and disposal.
  - e. Data Auditing and Monitoring: Regular auditing must be conducted, and access/modification logs must be maintained and made available upon request.
4. Cybersecurity Requirements  
The Contractor shall maintain strong cybersecurity practices throughout the contract period:
  - a. Threat Detection & Response: Deploy AI-based threat detection tools. Define incident response plans and test them regularly.
  - b. Encryption: Utilize end-to-end encryption (AES-256, RSA-2048, etc.) for both data in transit and at rest.

- c. Vulnerability Management: Perform regular security assessments and penetration testing. Patch vulnerabilities promptly.
- d. Security Governance Framework: Establish and follow a documented governance model with defined policies, controls, and responsibilities.
- e. Risk Management: Identify risks, establish mitigation strategies, maintain a disaster recovery plan, and conduct root-cause analysis following incidents.
- f. Training & Awareness: Provide regular cybersecurity training to all relevant agency staff. Training must address both technical procedures and general awareness.



- **Cost Optimization:** Streamlined workflows and cloud-native architectures reduce operational costs while maintaining performance.
- **Scalability & Security:** Cloud-based solutions ensure future-ready, compliant, and adaptable AI-driven infrastructures.

## Commitment to Public Sector Innovation

With a strong focus on supporting government agencies like the **North Central Texas Council of Governments (NCTCOG)**, Data Surge is dedicated to delivering secure, ethical, and high-impact AI solutions. Our expertise in data-driven modernization ensures sustainable transformation, empowering agencies with AI tools that drive operational excellence while meeting mission-critical objectives.

By integrating AI, real-time data processing, and scalable cloud technologies, Data Surge stands as a trusted partner in revolutionizing public sector services.

## 3 Technical Proposal

### 3.1 Overview of Data Surge Solutions and Services

At Data Surge LLC, we specialize in delivering cutting-edge AI and data-driven solutions designed to meet the diverse and evolving needs of government agencies. Leveraging our expertise in advanced technologies and decades of combined experience, we provide two core approaches to address operational challenges effectively: pre-configured solution accelerators and tailored professional services.

Our **Solution Accelerators** offer pre-built, rapidly deployable AI/ML capabilities that address many common agency requirements. These accelerators, such as ResQAI, EntityStream, and LinkGraph, are designed for seamless integration, enabling agencies to achieve immediate results with minimal customization. They provide cost-effective, scalable tools that optimize operations while adhering to strict compliance and security standards.

For more unique or complex requirements, we deliver **custom solutions** developed on the Databricks Lakehouse platform. These tailored implementations allow us to address specific challenges, such as advanced machine learning workflows, real-time analytics, and integration with legacy systems. Delivered as a professional consulting service, our custom solutions ensure alignment with agency goals while maintaining a focus on quality, compliance, and scalability.

We employ a hybrid delivery model that balances efficiency with collaboration. While most of our projects are conducted remotely, we prioritize regular on-site planning meetings and maintain a robust schedule of virtual engagements for requirements gathering, progress updates, and delivery reporting. This approach ensures transparency, accountability, and clear communication throughout the project lifecycle.





With our comprehensive range of solutions and commitment to innovation, Data Surge stands ready to empower agencies with the tools they need to drive efficiency, enhance decision-making, and achieve mission-critical objectives. All of our solutions are companioned with our requirements analysis, development, implementation, quality assurance, and continued operation support services.

### 3.2 Technologies Offered by Data Surge

All challenge-specific solutions in this proposal align with one or more of Data Surge's core product and service categories, ensuring a structured and effective approach to solving key challenges:

- **ResQAI:** AI-driven document retrieval, summarization, and automated analysis for legislative, regulatory, and compliance workflows.
- **EntityStream:** Real-time entity resolution and identity management for structured and unstructured data, enabling deduplication, record linkage, and data integrity.
- **LinkGraph:** Advanced relationship analytics and knowledge graph technology for uncovering hidden connections, detecting anomalies, and enhancing investigative capabilities.
- **Databricks:** Enterprise-scale data engineering, machine learning, and analytics powered by the Databricks Lakehouse architecture for optimal performance, governance, and scalability.
- **Hybrid Solutions:** Custom integrations combining AI, data streaming, and cloud technologies to meet the unique needs of government agencies and regulatory bodies.

Each proposed solution is strategically mapped to one or more of these categories, ensuring alignment with the Department's objectives while leveraging proven, scalable, and future-ready technology.

#### ResQAI: Revolutionizing Knowledge Management

Leveraging the best-in-class retrieval-augmented generation (RAG) paradigm, ResQAI uses a knowledge base together with large language models (LLMs) for conversational access to information. This enhances data transparency, accuracy, and accessibility for more effective research.

Example use cases include:

- **Strategic Administration:** Instant access to datasets for policy and decision support.
- **Judicial Support:** Quick retrieval of case laws for improved legal access.
- **Utility Billing:** Real-time responses to billing inquiries.

#### EntityStream: Real-Time Entity Resolution

<https://www.datasurge.com>

Data Surge LLC



**EntityStream** unifies data across systems in real time for a single actionable view, enhancing operational efficiency and consistency. Key uses include:

- **Performance Tracking:** Aggregating metrics for better governance.
- **Case Management:** Ensuring accurate judicial processing.
- **Utility Operations:** Automating data for inquiries and personalized service.

### **LinkGraph: Revealing Data Relationships**

LinkGraph uncovers patterns in datasets to reveal critical insights and enable data-driven decision-making. Example use cases include:

- **Economic Development:** Analyzing trends in business ecosystems.
- **Maintenance Operations:** Detecting patterns for proactive maintenance.

### **Databricks: AI and Analytics Platform**

**Databricks** is key to our technology suite, offering real-time analytics, predictive modeling, and data integration. We use it to help agencies:

- **Streamline Analytics:** Process data for actionable insights.
- **Enhance Predictive Models:** Build machine learning models to forecast trends.
- **Unify Data:** Integrate datasets from disparate systems to break down data silos.

## **3.3 Services Offered by Data Surge**

Data Surge LLC provides specialized professional services designed to empower government agencies and enterprises with cutting-edge AI, data engineering, and advanced analytics solutions. Our expertise spans across data modernization, machine learning, cloud integration, and automation, ensuring seamless digital transformation and optimized decision-making processes.

### **3.3.1 Core Professional Services**

- **AI & Machine Learning Development:** Implementation of AI-driven solutions, including natural language processing (NLP), predictive analytics, entity resolution, and knowledge graphs to enhance automation, accuracy, and efficiency.
- **Data Engineering & Integration:** Design and deployment of scalable data pipelines, real-time data streaming, and cloud-based architectures leveraging platforms such as Databricks, Azure, and AWS to facilitate enterprise-wide data management.
- **Legislative & Regulatory Process Automation:** AI-powered document analysis, summarization, and automated report generation to streamline government compliance and policy evaluation processes.



- **Identity Resolution & Fraud Detection:** Advanced entity resolution and link analysis using machine learning models to detect fraud, assess risk, and improve data integrity across agencies and regulatory bodies.
- **Cloud Infrastructure & DevSecOps:** Implementation of secure, scalable cloud solutions with automated infrastructure provisioning, continuous integration/deployment (CI/CD), and compliance-driven security protocols.
- **Advanced Data Analytics & Visualization:** Development of custom dashboards, real-time reporting, and AI-enhanced insights for government and commercial clients to drive data-driven strategies.
- **Digital Transformation Consulting:** Strategic advisory services for AI adoption, data governance, and operational modernization to ensure seamless integration of emerging technologies into legacy systems.

With a proven track record of delivering high-impact solutions for federal, state, and commercial clients, Data Surge is committed to driving innovation, operational excellence, and long-term success through our professional services.

### 3.4 Challenge-Specific Solutions (Organized by Section 5.1 of RFP)

Government agencies require cutting-edge solutions to address complex operational challenges, improve efficiency, and ensure data-driven decision-making. At Data Surge, we specialize in delivering AI-powered and data-centric technologies that transform workflows and enhance analytical capabilities. Our solutions are tailored to the specific needs of each project while remaining scalable, secure, and adaptable to future requirements.

#### 3.4.1 Administration

AI significantly enhances city governance by facilitating data-driven decision-making and improving policy analysis.

Data Surge integrates advanced AI technologies with robust data platforms to meet these needs effectively. Our strategic planning and policy analysis tools include **ResQAI**, a conversational AI tool that provides instant insights into datasets, helping policymakers evaluate regulations and align strategies with city goals. We utilize the **Databricks Lakehouse** to unify diverse datasets for thorough analysis, allowing officials to simulate policy impacts and refine strategies based on real-time data.

For performance tracking, **EntityStream** consolidates metrics into a unified dashboard for a comprehensive view of city operations, simplifying KPI tracking. Additionally, **Databricks** offers predictive analytics for identifying performance trends, assisting cities in benchmarking progress and adapting strategies.



Our solutions empower city officials with AI-driven insights and collaborative workflows, fostering accountability and informed governance by combining **ResQAI**, **EntityStream**, and **Databricks Lakehouse** to enhance strategic planning, policy analysis, and decision-making.

### 3.4.2 Development Services

AI enhances development services by streamlining permit applications, automating inspection scheduling, and improving communication with developers and residents. Data Surge combines **solution accelerators**, a robust data platform, and AI-driven chat interfaces to address these needs. Our **EntityStream accelerator** resolves permit applicant data in real-time, integrating information from municipal sources to eliminate redundancies and reduce manual entry. This unification facilitates compliance checks and accurate application reviews, creating efficient workflows.

The **Databricks Lakehouse Platform** automates complex workflows, using predictive analytics for optimal resource allocation and dynamic inspection scheduling. It supports NLP integrated chatbots for booking inspections, reducing conflicts and ensuring compliance. **EntityStream** also improves communication by consolidating data across channels, providing real-time updates and personalized notifications. AI-driven chat windows offer instant access to status updates and application guidance, while data analytics reveal trends and create insightful dashboards. By integrating these technologies, Data Surge delivers scalable solutions that streamline processes, optimize resources, and enhance communication, helping municipalities serve communities effectively and support sustainable growth.

### 3.4.3 Event Center

Data Surge enhances event centers with AI-driven solutions that boost customer engagement, streamline ticketing, and optimize event management.

The **ResQAI** solution creates a knowledge base integrated with AI chatbots on the event center's website. This offers instant, personalized assistance—answering questions, recommending events, and guiding ticket purchases to improve user experience and reduce support workload.

The **Databricks Lakehouse Platform** analyzes data to optimize ticketing processes. It improves pricing strategies, forecasts demand and allocates resources effectively. AI chatbots assist with purchases and manage updates seamlessly.

For event management, Databricks provides analytics to enhance planning and execution based on feedback and trends. Predictive modeling helps manage attendance peaks, while **ResQAI** offers real-time guidance to staff, ensuring smooth operations.

By integrating **ResQAI**, the **Databricks Lakehouse Platform**, and AI chatbots, Data Surge empowers event centers with superior customer experiences, efficient ticketing systems, and optimized resource management.



### 3.4.4 Economic Development

AI solutions are key to transforming economic development by modernizing municipal resources, attracting investment, facilitating business growth, and streamlining processes. Data Surge provides tools for insights, engagement, and operational support to drive growth.

The **LinkGraph** accelerator leverages graph data science to analyze economic datasets, identifying strategic opportunities for municipalities. It helps target non-local investors by offering insights into local resources such as available land, transportation hubs, utilities, and skilled labor. Visualizing these relationships enhances data-driven decision-making.

The **Databricks Lakehouse Platform** integrates and analyzes economic data to predict growth sectors and automate processes, thereby reducing bureaucracy and fostering a business-friendly environment.

AI-powered chatbots, powered by **ResQAI**, enhance accessibility and transparency for investors by providing real-time responses and vital information. This builds trust and reduces response times.

Overall, **LinkGraph**, the **Databricks Lakehouse Platform**, and **ResQAI** technologies offer a scalable solution for economic development.

### 3.4.5 Finance and Budget

AI solutions transform municipal finance by enhancing forecasting, optimizing budgets, detecting anomalies, and improving management. Data Surge provides tools to support fiscal responsibility and efficiency.

The **Databricks Lakehouse Platform** integrates datasets to deliver accurate financial forecasts and budget optimization, aligning budgets with community goals through AI models and scenario simulations.

For anomaly detection, the **EntityStream** accelerator identifies financial irregularities in real time, reducing risks. Databricks enhances this with continuous monitoring and early warnings.

**EntityStream** also streamlines financial management and reporting by consolidating data, automating reconciliation, and reporting. **Databricks** provides dynamic dashboards for real-time insights, supporting informed decision-making.

By integrating **EntityStream** and **Databricks**, we offer AI-driven insights that improve resource allocation and transparency. This comprehensive solution fosters sustainable growth and enhances public trust.

### 3.4.6 1.1.1 Human Resources (HR)

AI solutions revolutionize HR by automating processes, boosting engagement, and optimizing recruitment. Data Surge provides tailored tools for government agencies.



The **ResQAI** accelerator automates knowledge retrieval using secure chatbots, enabling HR to efficiently access policy and benefits information without extensive research. It processes complex documents to offer summarized insights. Meanwhile, **Databricks** leverages machine learning to analyze workforce trends and optimize resources.

**ResQAI** chatbots also enhance employee engagement by providing instant HR information, promoting self-service and interaction. **Databricks** analyzes feedback to gain satisfaction insights, aiding in morale improvement.

In recruitment and onboarding, **ResQAI** streamlines processes through the automated retrieval of job information. Databricks improves candidate screening and hiring forecasts, which enhances retention rates.

To strengthen IT and cybersecurity for HR systems, **EntityStream** ensures system security and functionality, while Databricks enhances threat detection and compliance, safeguarding sensitive data.

These tools automate operations and boost efficiency, supporting HR's critical goals and compliance requirements.

### 3.4.7 Information Technology and Cyber Security (IT)

AI solutions streamline IT tasks and bolster cybersecurity. Data Surge, in partnership with CI Discern, provides AI-powered protection for critical infrastructure like water and electrical utilities.

**EntityStream** automates IT Help Desk tasks, efficiently managing routine support with AI chatbots. **Databricks** analyzes workflows to suggest improvements and predict performance issues.

By partnering with CI Discern, Data Surge deploys AI for real-time threat detection and vulnerability management. Databricks processes data using machine learning to enhance cyber defenses.

**EntityStream** also automates IT documentation to accelerate incident response, while Databricks assists in audits and compliance. CI Discern focuses on securing critical infrastructure.

Integrating **EntityStream**, **Databricks**, and partnering with CI Discern's cyber expertise ensures scalable IT and cybersecurity solutions that automate tasks and protect essential infrastructure.

### 3.4.8 Library Services

Municipal libraries play a vital role in enriching communities. AI enhances library services by offering personalized experiences, improved searches, and automated assistance, keeping libraries innovative and accessible.





**ResQAI** provides personalized recommendations, while **Databricks** aligns collections with community interests, enhancing the user experience.

For catalog searches, ResQAI supports natural language queries, and Databricks ensures comprehensive catalog management.

**ResQAI** chatbots deliver 24/7 support, simplifying catalog navigation and resource access for users.

By integrating **ResQAI** and **Databricks**, libraries boost efficiency and strengthen community engagement.

### 3.4.9 Municipal Courts

AI revolutionizes municipal courts by enhancing case management, automating inquiries, summarizing complex case filing histories, and improving access to legal information. Data Surge offers AI tools that align with best practices to streamline operations and build public trust.

The **Databricks Lakehouse Platform** leverages AI to analyze case histories, optimize workflows, and reduce administrative tasks. It integrates with cloud-based systems for real-time updates, ensuring prompt justice delivery.

**ResQAI** automates responses to routine inquiries, reducing the need for calls and walk-ins. It also assists users in understanding legal documents and procedural requirements.

**ResQAI** enables 24/7 access to case information and court policies via chatbots, guiding users on procedures, rights, and self-help resources, thereby enhancing transparency and accessibility.

Data Surge upholds best practices in case management, technology integration, transparency, and ethical standards by ensuring AI tools remain unbiased and secure.

The integration of **ResQAI** and **Databricks** allows Data Surge to modernize court operations, boosting efficiency, fairness, and transparency.

#### 3.4.10 Parks and Recreation

Municipal parks and recreation departments encounter challenges related to budget, access, maintenance, and engagement. AI enhances program management, streamlines registration, and offers personalized activity recommendations. Data Surge provides solutions to optimize resources and improve user experiences.

The **Databricks Lakehouse Platform** enhances program management by using analytics to identify underutilized programs and optimize scheduling, maximizing attendance while staying within budget constraints.

**ResQAI** chatbots simplify the registration process with real-time assistance, reducing staff workload and improving user convenience.



**ResQAI** also provides activity recommendations tailored to individual interests, boosting engagement and service utilization.

AI effectively addresses key challenges such as budget constraints, equity, maintenance, and engagement by optimizing resources and promoting community inclusivity.

### **3.4.11 1.1.1 Parks Maintenance**

Municipal parks tackle maintenance challenges using AI solutions for scheduling, resource allocation, and communication, ensuring safety and accessibility.

The **Databricks Lakehouse Platform** improves maintenance scheduling by analyzing maintenance records and weather forecasts, which helps prevent costly repairs.

**EntityStream** optimizes resource allocation by tracking resources in real-time and reallocating them based on demand, ensuring effective budget management.

**ResQAI** chatbots facilitate better communication with residents by providing real-time park updates, enabling park reservation scheduling, permitting issue reporting, and enhancing transparency and engagement.

AI addresses common challenges by reducing costs, meeting infrastructure needs, and encouraging community involvement through improved communication and maintenance.

By integrating **EntityStream**, **Databricks**, and **ResQAI**, municipalities can ensure parks remain well-maintained and vibrant.

### **3.4.12 Public Works**

Municipal public works departments face challenges such as budget constraints, aging infrastructure, resource limitations, and the need for effective community engagement. Data Surge offers AI-driven solutions to optimize project schedules, manage resources efficiently, and enhance communication with residents, ensuring public infrastructure projects are completed on time, within budget, and aligned with community needs.

The **Databricks Lakehouse Platform** helps public works departments use predictive analytics for effective project scheduling. By analyzing historical data, current timelines, and factors like weather or supply chain disruptions, Databricks can anticipate delays and recommend adjustments. This includes prioritizing critical tasks, allocating resources to high-priority projects, and developing accurate project completion forecasts, ensuring transparency and accountability. This data-driven approach minimizes inefficiencies and ensures smooth project progress.

The **EntityStream** solution streamlines resource management by providing real-time tracking and allocation of personnel, equipment, and materials. It identifies underutilized resources and reallocates them to priority tasks, tracks equipment usage and maintenance needs, and enables





dynamic resource adjustments, ensuring optimal use of budgets and staff. Automation of these processes helps reduce waste, improve productivity, and maintain high-quality infrastructure.

Effective communication with residents is crucial for public works projects. AI-powered chatbots and portals, driven by **ResQAI**, offer real-time updates on project progress, road closures, and service disruptions. They provide an intuitive platform for reporting issues like potholes, ensuring prompt resolution, and personalized notifications based on user preferences. These tools foster trust and engagement by keeping residents informed and involved.

Data Surge's solutions address common challenges in public works:

- **Budget Constraints:** Predictive analytics and resource optimization reduce costs by preventing delays and minimizing inefficiencies.
- **Aging Infrastructure:** AI tools help prioritize maintenance and repairs for critical infrastructure, ensuring safety and reliability.
- **Supply Chain Disruptions:** Real-time monitoring and forecasting adjust project plans to account for delays and rising material costs.
- **Community Engagement:** Interactive communication platforms ensure residents are informed and empowered to participate in initiatives.

By integrating **EntityStream**, the **Databricks Lakehouse Platform**, and **ResQAI**, Data Surge delivers a comprehensive approach to optimizing project schedules, managing resources, and improving communication.

### 3.4.13 Utility Billing

Municipal utility billing systems manage services such as water, electricity, and gas, facing challenges like inaccurate billing and customer disputes. AI solutions help automate inquiries, streamline payments, and offer real-time utility updates. Data Surge enhances these systems to improve customer satisfaction.

**ResQAI** virtual assistants automate billing inquiries, reducing the burden on customer service and resolving disputes efficiently, allowing staff to address more complex issues.

The **Databricks Lakehouse Platform** streamlines payment processes using AI analytics to automate reminders, detect anomalies, and enable seamless payments.

For real-time utility usage, Data Surge solutions provide insights through **Databricks**, offering personalized dashboards and alerts that enhance transparency and encourage conservation.

AI solutions address common utility billing challenges by ensuring accurate billing, improving customer support, modernizing systems, and simplifying online billing.

By combining **ResQAI** and **Databricks**, Data Surge offers AI-driven solutions for inquiries, payments, and real-time updates, boosting efficiency and customer relationships.



### 3.4.14 Visitors Bureau

Visitor centers face challenges such as staffing constraints and outdated technology. AI-driven solutions enhance engagement, provide personalized recommendations, and improve management, with Data Surge LLC helping modernize services to boost tourism.

**ResQAI**-powered kiosks offer real-time assistance, wayfinding, and multilingual support, thereby improving the visitor experience and satisfaction. AI analyzes visitor preferences to deliver tailored suggestions, itineraries, and real-time updates, which encourage repeat visits.

The **Databricks Lakehouse Platform** processes data for strategic decision-making and feedback analysis, enhancing responsiveness to and alignment with tourist needs.

AI-driven solutions address staffing issues by resolving commonly recurring inquiries and optimize resource use for visitor bureaus through 24/7 online response capabilities.

By integrating **ResQAI** and **Databricks**, Data Surge transforms operations, boosting engagement and supporting the local economy.

## 3.5 Implementation Approach

### 3.5.1 Implementation Strategy

Data Surge's implementation emphasizes flexibility, collaboration, and preparation to minimize disruption and maximize value.

The Data Surge **hybrid delivery model** balances onsite collaboration with remote support, allowing direct engagement during critical phases while utilizing remote resources for development and support to reduce costs and enhance agility.

Our **methodology** ensures clear communication and iterative development, promoting client collaboration:

- **Planning** involves conducting workshops to gather requirements and align project goals with stakeholders, identifying challenges early.
- **Development** features an iterative design process, allowing constant client feedback to ensure alignment with expectations and create user-friendly solutions.
- **Deployment** includes rigorous testing and integration with existing systems, supported by go-live assistance for smooth transitions.
- **Resource allocation** is managed by a team providing expertise at every project stage, with project managers, subject experts, developers, and support staff ensuring efficiency and expertise.
- **Training and knowledge** transfer empower clients through customized training, comprehensive documentation, and post-implementation support, ensuring long-term success and self-sufficiency.



### 3.6 Advanced Data Management and Integration for Municipalities

Data Surge provides scalable, flexible solutions for clients like TXShare members. Our platform-agnostic approach and advanced AI capabilities ensure seamless integration with any technical environment.

With a **platform-agnostic approach**, we deploy solutions across platforms such as **Azure** and **AWS**, integrating with on-premises systems. This allows us to leverage existing IT investments, minimize costs, support diverse ecosystems, ensure compatibility with TXShare requirements, and provide customized recommendations based on organizational needs. Our goal is to maximize functionality and efficiency, regardless of the platform.

Our AI expertise addresses complex challenges with **Natural Language Processing (NLP)** for conversational AI and seamless data interaction, **Predictive Analytics** to forecast trends and optimize resources, and **Data Integration** to facilitate real-time insights and reporting. Powered by **Databricks** and **EntityStream**, our solutions enhance automation, resource optimization, and citizen engagement.

Our solutions are designed for scalability and flexibility to meet TXShare member needs. **Scalability** is supported by cloud-native architectures that manage increased data volumes efficiently, while **Flexibility** is achieved through API-driven designs that enable easy customization and integration. We support both small municipalities and larger cities, effectively addressing their challenges.

### 3.7 Compliance and Security

Data Surge LLC, led by **Anu Jekal**, delivers secure, high-performance AI and data solutions that **adhere to the highest compliance standards**, ensuring **data integrity, privacy, and risk mitigation** for TXShare members.

Our solutions comply with key regulatory frameworks, including:

- **ISO 27001 (Information Security Management)** – Ensuring a **structured approach to data security, risk management, and continuous improvement** in protecting sensitive information.
- **ISO 9001 (Quality Management System)** – Implementing **rigorous quality control processes** to ensure consistent, high-quality AI and data solutions.
- **GDPR Compliance** – Enforcing **data privacy, access controls, and auditability** to align with global data protection standards.
- **HIPAA Compliance** – Ensuring **secure handling of protected health information (PHI)** through encryption, access controls, and data anonymization.
- **Texas-Specific Compliance** – Adhering to the **Texas Privacy Protection Act and state data residency requirements**, ensuring secure and compliant operations.



### 3.7.1 Security & Risk Mitigation Features

Data Surge integrates **industry-leading security measures** to protect AI-driven applications and public sector data, including:

- **Data Anonymization** – Ensuring privacy while enabling secure AI-driven data analysis.
- **Role-Based Access Control (RBAC)** – Limiting data access to authorized personnel, reducing insider threats.
- **Bias Mitigation** – Implementing **AI fairness evaluations** to prevent unintended biases in machine learning models.
- **Continuous Security Audits & Monitoring** – Aligning with **ISO 27001** standards, incorporating **real-time threat detection and compliance assessments**.

### 3.7.2 Commitment to Ethical & Secure AI Solutions

Under the leadership of **Anu Jekal**, Data Surge has a **proven track record** in delivering **secure, scalable, and compliant AI solutions** for regulated industries and government entities. Our adherence to **ISO 27001** and **ISO 9001** ensures **consistent security, quality, and continuous improvement**—providing **TXShare members with ethical, reliable, and future-ready AI technologies**.

## 3.8 Data Governance and Cybersecurity Provisions

We provide secure, compliant solutions tailored for government clients by utilizing **Solution Accelerators**, **Databricks Lakehouse**, and deploying through **Azure** or **AWS**.

Ensuring data integrity and accuracy is achieved with validation mechanisms in **Databricks**, employing tools like **Azure Data Factory** or **AWS Glue** to automate error detection and correction.

Data privacy and compliance are maintained using data anonymization via **Databricks Delta Lake** for GDPR and CCPA compliance, with automated auditing through **Azure Compliance Manager** or **AWS Artifact**.

Data access is safeguarded with **RBAC** through **Azure AAD** or **AWS IAM**, and **MFA** is required for enhanced security.

We manage data retention policies with **Azure Policy** or **AWS Lifecycle Manager**, employing cryptographic erasure for secure data disposal.

Data auditing and monitoring ensure transparency via **Databricks Audit Logs**, **Azure Monitor**, and **AWS CloudWatch**, with regular audits conducted to maintain data governance integrity.



### 3.9 Value-Add

Data Surge provides tailored, innovative solutions using **Solution Accelerators** to quickly address specific needs with a focus on rapid deployment. We emphasize speed and precision, enabling solution deployment within weeks while ensuring scalability and cost efficiency. Our advanced AI capabilities, featuring tools such as **NLP** for chatbots and **Predictive Analytics** for trend forecasting, enhance decision-making processes. By leveraging emerging technologies, we deliver real-time insights through interactive dashboards, IoT integration, and smart automation. Our solutions enhance operational efficiency by streamlining workflows with role-based customization, proactive alerts, and data integration. To achieve cost savings, we utilize pre-built accelerators, optimize resources, and automate processes. We also provide ongoing support and role-specific training to maximize solution value and ensure operational independence. Data Surge's distinct approach combines **Solution Accelerators** and **AI technologies** with a customer-focused strategy, delivering rapid, adapted solutions that improve efficiency and service quality.

## 4 Past Performance and References

Data Surge LLC has a solid track record of delivering AI-driven solutions across various domains. For **DHS-USCIS** under the **MDAS II** program, we used **AI/ML** models for deduplication and identity resolution, leveraging **Databricks** and **MLflow** for efficient model training on large datasets.

In the **commercial sector**, our work with Enviva Biomass involved predictive maintenance using AI for IoT, optimizing equipment reliability through **Databricks**-powered **MLOps** pipelines.

For the **SPEED** program with **DHS-USCIS**, we improved automation and data processing using **Databricks** and AI to enhance decision-making and reduce processing times. These projects highlight our expertise in integrating advanced AI technologies with strong data engineering practices to provide measurable value across industries.

### 4.1 References

#### 4.1.1 MDAS II

**Agency/Business:** DHS – USCIS (Subcontractor under Maximus Federal Consulting LLC)

**Period of Performance:** 04/2022 – 06/2023

**Project Role:** Subcontractor

**Customer Reference:**

**Name:** James Bench (Vice President)

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APPENDIX A.1  
Pricing for TXShare Cooperative Purchase Program Participants

Service Category 1 – Artificial Intelligence (AI) Solutions for Public Sector Entities:

Category 1 - AI Solutions				
Description	Add additional description if necessary:	Unit Price	% Discount	Notes/Comments
<b>1. Software Licensing and Subscription Costs:</b> <i>Provide the cost breakdown for software licenses, subscriptions, or any other software-related fees.</i>	See Current Rates	Included		Data Surge will include our AI Solution Accelerator technology with a project proposal award.
<b>2. Implementation and Customization Costs:</b> <i>Outline the costs related to the implementation of the AI solution, including setup, integration with existing systems, customization, and deployment.</i>	See Current Rates	\$50,000 to \$100,000	11%	Professional services related to solution customization and integration. Predominantly completed remotely.
<b>3. Training and Support Costs:</b> <i>Include costs for training government staff, technical support, and customer service, both during and after implementation.</i>	See Current Rates	Included	10%	Knowledge transfer and solution training.
<b>4. Ongoing Maintenance and Updates:</b> <i>Provide costs for ongoing software maintenance, updates, and any regular services required to keep the AI system running smoothly.</i>	See Current Rates	\$4,000 to \$10,000 Monthly	10%	Monthly recurring software and solution maintenance costs, dependent on project specific characteristics.
<b>5. Optional Add-Ons or Features:</b> <i>List any additional features or services available that are not included in the core proposal but can be added at an additional cost.</i>				
<b>6. Total Cost of Ownership (TCO):</b> <i>Summarize the Total Cost of Ownership (TCO), which includes all costs over a defined period (e.g., 3 years or 5 years). This should reflect software, implementation, support, maintenance, and optional add-ons.</i>		\$98,000 to \$220,000 first year; \$48,000 to \$120,000 annually thereafter		Inclusive of Solution Accelerators, Professional Services, Customizations, and will vary by scope and size of project.
<b>7. Additional Costs (if applicable):</b> <i>List any additional costs not covered in the above sections that are relevant to the proposal, such as travel costs, setup fees, or other miscellaneous charges.</i>	Third party software or cloud infrastructure is separate and may be required if not already owned by the customer. Examples include Microsoft Azure, Amazon AWS, Databricks, etc.	Dependent upon specific use case, third party software that may be required, travel reimbursement (if required).		

Labor Category	On-Site or Off-Site	% Discount
Analyst	Both	11%
Application Programmer	Both	11%
Architect	Both	11%
Cloud Application Programmer	Both	11%
Cloud Architect	Both	11%
Cloud Developer	Both	11%
Cloud Engineer I	Both	11%
Cloud Engineer II	Both	11%
Cloud Engineer III	Both	11%
Cloud Software Developer	Both	11%
Cloud Technical Specialist	Both	11%
Consultant I	Both	11%
Consultant II	Both	11%
Developer	Both	11%
Engineer I	Both	11%
Engineer II	Both	11%
Engineer III	Both	11%
Management Analyst	Both	11%
Program Manager	Both	11%
Project Manger	Both	11%
Research Analyst	Both	11%
Software Developer	Both	11%
Statistician	Both	11%
Technical Specialist	Both	11%





initiative transformed Enviva's data landscape into a scalable and secure platform for real-time insights and operational efficiency.

The solution utilized **Azure's** suite of services, including **Data Factory**, **Databricks**, and **Purview**, ensuring seamless integration and robust data governance. By integrating with **UKG**, Data Surge streamlined ERP data flows, showcasing the **Lakehouse's** capability to handle complex enterprise data.

An agile development approach delivered an MVP in five to six weeks, allowing early insights and agile enhancements. Collaboration with independent vendors ensured cohesive and actionable insights, while adherence to compliance protocols, role-based access, and **Azure Purview** enhanced data governance and security.

The project empowered Enviva with improved decision-making and scalability, highlighting Data Surge's expertise in designing advanced data solutions for complex enterprise challenges.

## 5 Pricing Proposal

### 5.1 Overview of Pricing Methodology

Data Surge's pricing methodology ensures competitive, government-compliant rates that provide cost-effective AI and data solutions for public sector agencies. Our pricing aligns with the **GSA Schedule Contract 47QTCA24D0043**, leveraging pre-negotiated rates to offer federal, state, and local agencies **discounted labor costs** for high-quality IT services.

Our pricing structure includes:

- **Labor-Based Pricing:** Hourly rates for professional services based on skill level and expertise.
- **Custom Development & Off-the-Shelf Solutions:** Transparent pricing for both bespoke AI/ML solutions and pre-built solution accelerators.
- **Subscription & Licensing Fees:** For software-based AI solutions, data platforms, and ongoing support.

Data Surge ensures that **all pricing is transparent, scalable, and aligned with project deliverables**, maximizing cost efficiency while delivering high-impact AI solutions.

### 5.2 Detailed Cost Breakdown

#### 5.2.1 Custom Development vs. Accelerated Solutions

Data Surge provides two primary service models:

- **Custom Development:** Tailored AI/ML models, data pipelines, and analytics solutions built to agency-specific requirements. Custom projects require discovery,



development, and deployment phases, ensuring full alignment with organizational objectives.

- **Off-the-Shelf Solutions:** Pre-configured AI accelerators, including **ResQAI**, **EntityStream**, and **LinkGraph**, designed for rapid deployment. These solutions reduce time-to-value by leveraging **proven, scalable architectures** while allowing agency-specific customization.

### 5.2.2 Solution Type Cost Considerations

- **Custom Development:** Based on labor-hour estimates using GSA rates.
- **Off-the-Shelf Solutions:** One-time license fee + optional customization & support.

We work with agencies to balance custom solutions with pre-built accelerators, optimizing cost efficiency while ensuring high-performance AI deployment.

### 5.2.3 Licensing and Subscription Costs

For AI-driven platforms, some solutions may require **licensing or maintenance-based pricing** to ensure ongoing support, model updates, and software enhancements. **Data Surge LLC offers flexible models** designed to provide government agencies with scalable and cost-effective AI solutions.

#### Flexible Licensing Models

- **Enterprise Licensing:** Covers **Data Surge Solution Accelerators**, with pricing based on **transaction volumes and computing capacity** to ensure cost efficiency and scalability.
- **Annual Maintenance Fees:** Includes **software updates, security patches, and AI model training updates** to maintain performance, security, and compliance.

#### Additional Enhancements & Customizations

- Agencies requiring **feature enhancements, integrations, or modifications** beyond standard maintenance can request **custom development, which is quoted at the applicable hourly consulting rate.**

#### Cost Structure & Considerations

Licensing costs vary based on:

- **Transaction volumes** processed by the AI solution.
- **Computational capacity** required for AI workloads and data processing.
- **Storage requirements** for structured and unstructured data analytics.





**Note:** This cost **does not** include **cloud infrastructure expenses** or the licensing cost of procuring third-party tools that need to be integrated with our solution. Data Surge ensures transparent pricing, allowing agencies to optimize their investments based on operational needs.

## 5.2.4 Current Hourly Rates

The following table outlines GSA-approved labor categories and hourly rates from Year 2 of our GSA Schedule Contract (47QTCA24D0043):

### Professional Services Pricing\* (Hourly Rates)

Labor Category	Description	Hourly Rate*
<b>Analyst</b>	Reviews, analyzes, and evaluates business systems and user needs. Develops solutions, reviews user requirements, processes, and procedures, and produces design documentation and reports.	\$152.26
<b>Architect</b>	Defines and designs technical solutions for complex systems. Performs system engineering research, design, integration, and technical support, ensuring interoperability and system performance.	\$190.33
<b>Cloud Architect</b>	Designs, builds, and deploys cloud solutions. Ensures integration with core services, security compliance, and high-level enterprise architecture for scalable and secure cloud environments.	\$190.33
<b>Cloud Developer</b>	Leads cloud-based application development, testing, and maintenance. Develops system designs, consults with end-users, and troubleshoots cloud applications to enhance performance and usability.	\$149.22
<b>Cloud Engineer I</b>	Supports cloud environments by configuring, troubleshooting, and maintaining IT infrastructure, including hardware, software, and	\$122.03

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\* These rates reflect discounted government pricing for IT professional services under **Data Surge LLC's GSA Schedule Contract 47QTCA24D0043**. These GSA-approved rates ensure predictable, government-compliant pricing while providing high-quality AI and data engineering services.



<b>Labor Category</b>	<b>Description</b>	<b>Hourly Rate*</b>
	networks. Provides end-user support and assists with server and database administration.	
<b>Cloud Engineer II</b>	Manages IT infrastructure in cloud environments, including installation, upgrades, and security configurations. Analyzes system performance and implements improvements for efficiency.	\$142.27
<b>Cloud Engineer III</b>	Oversees the design, implementation, and maintenance of cloud security tools and solutions. Leads troubleshooting, system optimization, and enterprise-wide cloud initiatives.	\$209.36
<b>Cloud Technical Specialist</b>	Provides expertise in IT standards, compliance, and cybersecurity frameworks. Conducts risk assessments, audits, and system evaluations, ensuring adherence to industry and government regulations.	\$304.52
<b>Consultant I</b>	Analyzes client needs and industry trends, providing insights into IT strategy, cloud computing, cybersecurity, software development, and governance. Develops feasibility studies and implementation roadmaps.	\$152.26
<b>Consultant II</b>	Leads IT strategy and implementation, aligning technology initiatives with business goals. Provides expertise in software development, cloud computing, and infrastructure optimization.	\$174.59
<b>Engineer I</b>	Supports and maintains IT infrastructure, including software, hardware, and network troubleshooting. Assists in system administration, setup, and technical issue resolution.	\$122.03
<b>Engineer II</b>	Oversees IT system operations, ensuring optimal performance and security. Collaborates with teams to implement upgrades, resolve issues, and develop IT solutions for business needs.	\$142.27
<b>Engineer III</b>	Leads IT infrastructure initiatives, managing cloud and on-premises environments. Designs and implements enterprise-level IT solutions, ensuring security, scalability, and operational efficiency.	\$209.36



Labor Category	Description	Hourly Rate*
<b>Program Manager</b>	Manages large-scale projects and programs, ensuring alignment with business objectives. Directs teams, oversees budgets, and ensures deliverables meet client requirements.	\$209.36
<b>Project Manager</b>	Oversees project execution from initiation to completion. Develops project plans, schedules, budgets, and quality management processes while ensuring timely delivery.	\$190.33
<b>Statistician</b>	Applies mathematical and statistical methods to analyze and interpret complex data sets. Specializes in cloud computing analytics and strategic decision-making support.	\$174.59
<b>Technical Specialist</b>	Provides specialized IT expertise, focusing on compliance, risk management, and cybersecurity. Conducts audits, reviews technical documentation, and ensures regulatory adherence.	\$304.52

### 5.2.5 Total Estimated Cost

The total cost will be determined based on the final **scope of work**, including:

- **Labor hours required** for AI/ML development, data engineering, and deployment.
- **Licensing fees**, if applicable, for AI-driven analytics and machine learning platforms.
- **Customization & integration efforts** for AI solutions within existing government systems.

Final pricing will be presented in a firm-fixed price (FFP) or time and materials (T&M) model, depending on agency requirements. Data Surge ensures cost predictability, budget alignment, and efficient resource allocation for all AI-driven projects.

### 5.2.6 Sample Engagement Data Surge Solution Accelerator and Professional Services

Data Surge provides a structured engagement model that combines our **Solution Accelerators** with **custom professional services** to deliver scalable, AI-powered solutions for government agencies. Below is an example of a **typical engagement** that includes initial setup, deployment, and ongoing maintenance.

#### Phase 1: Initial Setup and Deployment (2-4 Weeks)

The initial implementation of a Data Surge Solution Accelerator requires a **team of senior-level engineers** to ensure proper configuration, integration, and optimization. This phase includes:

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- **Deployment of Solution Accelerator components** (e.g., ResQAI, EntityStream, or LinkGraph)
- **Cloud environment configuration** and security implementation
- **API and data pipeline integration** with existing agency systems
- **Automated infrastructure provisioning** using Infrastructure-as-Code (IaC)
- **Testing and validation** to ensure seamless functionality

### Estimated Team Composition:

- **1 Sr. Data Engineer** – Data integration, transformation, and optimization
- **1 Sr. DevOps Engineer** – Infrastructure automation, CI/CD pipelines, and security compliance
- **1 Sr. API Developer** – API development, system connectivity, and data exchange

### Estimated Cost:

- **Hourly Rate:** ~\$200/hr (average for senior-level engineers)
- **Total Cost: \$50,000 – \$100,000** (depending on scope and complexity)

*Note: This cost does not include cloud infrastructure or tool procurement expenses.*

### Phase 2: Recurring Solution Accelerator Maintenance

Following deployment, ongoing maintenance ensures **system stability, security, and performance**. Maintenance includes:

- **Routine AI model updates and retraining** (for solutions using machine learning)
- **Security patching and software updates** to maintain compliance
- **System performance monitoring and optimization**
- **Support for API integrations and cloud infrastructure adjustments**

### Estimated Maintenance Support:

- **1 Sr. Data Engineer and/or 1 Sr. DevOps Engineer**
- **5-10 hours per week** of support

### Estimated Cost:

- **\$4,000 – \$10,000 per month** (based on complexity and support level required)

*Note: This does not include cloud infrastructure costs or additional tool procurement expenses.*

This engagement model ensures that agencies receive a **turnkey AI solution** with ongoing expert support to drive efficiency, compliance, and scalability.

## Service Area Designation Forms

## EXHIBIT 3: SERVICE DESIGNATION AREAS

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

(Exhibit 3 continued on next page)

(Exhibit 3 continued)

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

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

End of Exhibit 3

## 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

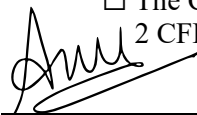
Contractor agrees to comply with all applicable provisions of 2 CFR §175.15. NCTCOG, the Contractor, and its subcontractors are prohibited from (i) engaging in severe forms of trafficking in persons during the period of time that the award is in effect; (ii) procure a commercial sex act during the period 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

Anu Jekal

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

Data Surge LLC

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

05/16/2025

\_\_\_\_\_  
Date

## **APPENDIX C RESTRICTIONS ON LOBBYING**

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

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

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

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

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

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

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

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



\_\_\_\_\_  
Signature

\_\_\_\_\_  
CEO/President  
Title

\_\_\_\_\_  
Data Surge LLC  
Agency

\_\_\_\_\_  
05/16/2025  
Date

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

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

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

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

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

**Check one of the following:**

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

**-OR-**

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



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

\_\_\_\_\_  
Anu Jekal

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

\_\_\_\_\_  
Data Surge LLC

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

\_\_\_\_\_  
05/16/2025

\_\_\_\_\_  
Date

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

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

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

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

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

**Check one of the following:**

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

**-OR-**

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



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

Anu Jekal

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

Data Surge LLC

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

05/16/2025

\_\_\_\_\_  
Date

BOYCOTTING OF CERTAIN ENERGY COMPANIES

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

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

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


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

Check one of the following:

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

-OR-

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

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

Anu Jekal  
\_\_\_\_\_  
Name of Authorized Person

Data Surge LLC  
\_\_\_\_\_  
Name of Company

05/16/2025  
\_\_\_\_\_  
Date

**APPENDIX E  
DEBARMENT CERTIFICATION**

Anu Jekal being duly  
(Name of certifying official)  
sworn or under penalty of perjury under the laws of the United States, certifies that neither

Data Surge LLC, nor its principals  
(Name of lower tier participant)  
are presently:

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

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

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

**EXCEPTIONS:**

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\_\_\_\_\_  
Signature of Certifying Official

\_\_\_\_\_  
CEO/President

\_\_\_\_\_  
Title

\_\_\_\_\_  
05/16/2025

\_\_\_\_\_  
Date of Certification

Form 1734  
Rev.10-91  
TPFS