

TXShare

Your Public Sector Solutions Center

MASTER SERVICES AGREEMENT #2025-023 Artificial Intelligence (AI) Consultancy Services

THIS MASTER SERVICES AGREEMENT ("Agreement"), effective the last date of signed approval ("Effective Date"), is entered into by and between the **North Central Texas Council of Governments** ("**NCTCOG**"), a Texas political subdivision and non-profit corporation, with offices located at 616 Six Flags Drive, Arlington, TX 76011, and

Esolvit, Inc. ("Contractor")
11675 Jollyville Road, Suite 152
Austin, TX 78759

ARTICLE I RETENTION OF THE CONTRACTOR

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

ARTICLE II SCOPE OF SERVICES

- 2.1 The Contractor will provide Services described in a written Purchase Order issued by NCTCOG or a SHARE Participating Entity. Any such Purchase Order is hereby incorporated by reference and made a part of this Agreement and shall be subject to the terms and conditions in this Agreement. In the event of a conflict between any term or provision in this Agreement and any term or provision in a Purchase Order, the term or provision in this Agreement shall control unless the conflicting term or provision in this Agreement is referenced, and expressly stated not to apply, in such Purchase Order.
- 2.2 All Services rendered under this Agreement will be performed by the Contractor: i) with due care; ii) in accordance with generally prevailing industry standards; iii) in accordance with Participating Entities' standard operating procedures and applicable policies, as may be amended from time to time; and iv) in compliance with all applicable laws, government regulatory requirements, and any other written instructions, specifications, guidelines, or requirements provided by NCTCOG and/or Participating Entities.
- 2.3 Any agreed-upon changes to a Purchase Order shall be set forth in a subsequent Purchase Order amendment. Contractor will not implement any changes or any new Services until a Purchase Order has been duly executed by Participating Entity. For the avoidance of doubt, the Contractor acknowledges that Participating Entity is under no obligation to execute a Purchase Order. Participating Entity shall not be liable for any amounts not included in a Purchase Order in the absence of a fully executed amendment of Purchase Order.

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

2.5 NCTCOG Obligations

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

2.6 Participating Entity Obligations.

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

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

2.7 Contractor Obligations.

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

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

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

ARTICLE III TERM

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

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

3.2.1 Termination for Convenience: Either party may terminate the agreement for its convenience in whole or in part at any time without cause, upon 30 days written notice.

Upon termination for convenience, the contractor will be entitled to payment for goods or services satisfactorily performed or delivered.

- 3.2.2 **Termination for Cause:** Either party may immediately terminate this Agreement if the other party breaches its obligations specified within this Agreement, and, where capable of remedy, such breach has not been materially cured within thirty (30) days of the breaching party's receipt of written notice describing the breach in reasonable detail.
- 3.2.3 **Termination for Breach:** Upon any material breach of this Agreement by either party, the non-breaching party may terminate this Agreement upon twenty (20) days written notice to the breaching party. The notice shall become effective at the end of the twenty (20) day period unless the breaching party cures such breach within such period.

ARTICLE IV COMPENSATION

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

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

ARTICLE V SERVICE FEE

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

solicitation. The administrative fee will be remitted by the contractor to Civic Marketplace on a quarterly basis, along with required quarterly reporting. The remuneration fee for this program will be 2.5% on sales.

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

ARTICLE VI RELATIONSHIP BETWEEN THE PARTIES

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

ARTICLE VII REPRESENTATION AND WARRANTIES

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

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

ARTICLE VIII CONFIDENTIAL INFORMATION AND OWNERSHIP

- 8.1 **Confidential Information.** Contractor acknowledges that any information it or its employees, agents, or subcontractors obtain regarding the operation of NCTCOG or Participating Entities, its products,

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

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

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

ARTICLE IX GENERAL PROVISIONS

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

If to NCTCOG:	North Central Texas Council of Governments P.O. Box 5888 Arlington, TX 76005-5888 Attn: Purchasing Agent Phone Number: 817-704-5674 elittrell@nctcog.org
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If to Contractor:	Esolvit, Inc. Attn: Usha Boddapu 11675 Jollyville Road, Suite 152 Austin, TX 78759 Phone: 512-350-9564 Email: usha@esolvit.com
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The above contact information may be modified without requiring an amendment to the Agreement.

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

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

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

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

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

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

9.5.2 Commercial General Liability:

9.5.2.1 Required Limits:

\$1,000,000 per occurrence;

\$3,000,000 Annual Aggregate

9.5.2.2 Commercial General Liability policy shall include:

9.5.2.2.1 Coverage A: Bodily injury and property damage;

9.5.2.2.2 Coverage B: Personal and Advertising Injury liability;

9.5.2.2.3 Coverage C: Medical Payments;

9.5.2.2.4 Products: Completed Operations;

9.5.2.2.5 Fire Legal Liability;

9.5.2.3 Policy coverage must be on an "occurrence" basis using CGL forms as approved by the Texas State Board of Insurance.

9.5.3 Business Auto Liability: Coverage shall be provided for all owned hired, and non-owned vehicles. Required Limit: \$1,000,000 combined single limit each accident.

9.5.4 Professional Errors and Omissions liability:

9.5.4.1 Required Limits:

\$1,000,000 Each Claim

\$1,000,000 Annual Aggregate

- 9.6 **Conflict of Interest.** During the term of this Agreement, and all extensions hereto and for a period of one (1) year thereafter, neither party, shall, without the prior written consent of the other, directly or indirectly, whether for its own account or with any other persons or entity whatsoever, employ, solicit to employ or endeavor to entice away any person who is employed by the other party.
- 9.7 **Force Majeure.** It is expressly understood and agreed by both parties to this Agreement that, if the performance of any provision of this Agreement is delayed by force majeure, defined as reason of war, civil commotion, act of God, governmental restriction, regulation or interference, fire, explosion, hurricane, flood, failure of transportation, court injunction, or any circumstances which are reasonably beyond the control of the party obligated or permitted under the terms of this Agreement to do or perform the same, regardless of whether any such circumstance is similar to any of those enumerated herein, the party so obligated or permitted shall be excused from doing or performing the same during such period of delay, so that the period of time applicable to such requirement shall be extended for a period of time equal to the period of time such party was delayed. Each party must inform the other in writing within a reasonable time of the existence of such force majeure.
- 9.8 **Ability to Perform.** Contractor agrees promptly to inform NCTCOG of any event or change in circumstances which may reasonably be expected to negatively affect the Contractor's ability to perform its obligations under this Agreement in the manner contemplated by the parties.
- 9.9 **Availability of Funding.** This Agreement and all claims, suits, or obligations arising under or related to this Agreement are subject to and limited by the receipt and availability of funds which are received from the Participating Entities by NCTCOG dedicated for the purposes of this Agreement.
- 9.10 **Governing Law.** This Agreement will be governed by and construed in accordance with the laws of the State of Texas, United States of America. The mandatory and exclusive venue for the adjudication or resolution of any dispute arising out of this Agreement shall be in Tarrant County, Texas.
- 9.11 **Waiver.** Failure by either party to insist on strict adherence to any one or more of the terms or conditions of this Agreement, or on one or more occasions, will not be construed as a waiver, nor deprive that party of the right to require strict compliance with the same thereafter.
- 9.12 **Entire Agreement.** This Agreement and any attachments/addendums, as provided herein, constitutes the entire agreement of the parties and supersedes all other agreements, discussions, representations or understandings between the parties with respect to the subject matter hereof. No amendments hereto, or waivers or releases of obligations hereunder, shall be effective unless agreed to in writing by the parties hereto.
- 9.13 **Assignment.** This Agreement may not be assigned by either Party without the prior written consent of the other Party.
- 9.14 **Severability.** In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision(s) hereof, and this Agreement shall be revised so as to cure such invalid, illegal, or unenforceable provision(s) to carry out as near as possible the original intents of the Parties.
- 9.15 **Amendments.** This Agreement may be amended only by a written amendment executed by both Parties, except that any alterations, additions, or deletions to the terms of this Agreement, which are required by changes in Federal and State law or regulations or required by the funding source, are

automatically incorporated into this Agreement without written amendment hereto and shall become effective on the date designated by such law or regulation.

- 9.16 **Dispute Resolution.** The parties to this Agreement agree to the extent possible and not in contravention of any applicable State or Federal law or procedure established for dispute resolution, to attempt to resolve any dispute between them regarding this Agreement informally through voluntary mediation, arbitration or any other local dispute mediation process, including but not limited to dispute resolution policies of NCTCOG, before resorting to litigation.
- 9.17 **Publicity.** Contractor shall not issue any press release or make any statement to the media with respect to this Agreement or the services provided hereunder without the prior written consent of NCTCOG.
- 9.18 **Survival.** Rights and obligations under this Agreement which by their nature should survive will remain in effect after termination or expiration hereof.

ARTICLE X

ADDITIONAL REQUIREMENTS

- 10.1 **Equal Employment Opportunity.** Contractor shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, sexual orientation, gender identity, or national origin. Contractor shall take affirmative actions to ensure that applicants are employed, and that employees are treated, during their employment, without regard to their race, religion, color, sex, sexual orientation, gender identity, or national origin. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
- 10.2 **Davis-Bacon Act.** Contractor agrees to comply with all applicable provisions of 40 USC § 3141 – 3148.
- 10.3 **Contract Work Hours and Selection Standards.** Contractor agrees to comply with all applicable provisions of 40 USC § 3701 – 3708 to the extent this Agreement indicates any employment of mechanics or laborers.
- 10.4 **Rights to Invention Made Under Contract or Agreement.** Contractor agrees to comply with all applicable provisions of 37 CFR Part 401.
- 10.5 **Clean Air Act, Federal Water Pollution Control Act, and Energy Policy Conservation Act.** Contractor agrees to comply with all applicable provisions of the Clean Air Act under 42 USC § 7401 – 7671, the Energy Federal Water Pollution Control Act 33 USC § 1251 – 1387, and the Energy Policy Conservation Act under 42 USC § 6201.
- 10.6 **Debarment/Suspension.** Contractor is prohibited from making any award or permitting any award at any tier to any party which is debarred or suspended or otherwise excluded from or ineligible for participation in federal assistance programs under Executive Order 12549, Debarment and Suspension. Contractor and its subcontractors shall comply with the Certification Requirements for Recipients of Grants and Cooperative Agreements Regarding Debarments and Suspensions.
- 10.7 **Restrictions on Lobbying.** CONTRACTOR agrees to comply with all applicable provisions of 2 CFR §200.450. CONTRACTOR shall include a statement of compliance with the Lobbying Certification and Disclosure of Lobbying Activities in procurement solicitations exceeding \$100,000. Lobbying Certification and Disclosure of Lobbying Activities shall be completed by subcontractors and included in subcontractor contracts, as applicable. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award. Each tier must also disclose any

lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. See Appendix C.

- 10.8 **Procurement of Recovered Materials.** Contractor agrees to comply with all applicable provisions of 2 CFR §200.322.
- 10.9 **Drug-Free Workplace.** Contractor shall provide a drug free work place in compliance with the Drug Free Work Place Act of 1988.
- 10.10 **Texas Corporate Franchise Tax Certification.** Pursuant to Article 2.45, Texas Business Corporation Act, state agencies may not contract with for profit corporations that are delinquent in making state franchise tax payments.
- 10.11 **Civil Rights Compliance**

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

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

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

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

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

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

10.12 Disadvantaged Business Enterprise Program Requirements

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

10.13 Pertinent Non-Discrimination Authorities

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

- a. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- b. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects).
- c. Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), as amended, (prohibits discrimination on the basis of sex).
- d. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.) as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27.
- e. The Age Discrimination Act of 1975, as amended, (49 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age).
- f. Airport and Airway Improvement Act of 1982, (49 U.S.C. Chapter 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex).
- g. The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, subrecipients and contractors, whether such programs or activities are Federally funded or not).
- h. Titles II and III of the Americans with Disabilities Act, which prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38.
- i. The Federal Aviation Administration’s Nondiscrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex).
- j. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations.
- k. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, the parties must take reasonable steps to ensure that LEP persons have meaningful access to the programs (70 Fed. Reg. at 74087 to 74100).
- l. Title IX of the Education Amendments of 1972, as amended, which prohibits the parties from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq.).

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

In accordance with Section 231.006 of the Texas Family Code, a child support obligor who is more than thirty (30) days delinquent in paying child support and a business entity in which the obligor is

a sole proprietor, partner, shareholder, or owner with an ownership interest of at least twenty-five (25) percent is not eligible to:

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

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

10.15 House Bill 89 Certification

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

10.16 Certification Regarding Disclosure of Conflict of Interest.

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

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

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

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

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

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

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

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

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

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

10.17 Certification of Fair Business Practices

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

10.18 Certification of Good Standing Texas Corporate Franchise Tax Certification

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

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

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

10.20 Discrimination Against Firearms Entities or Firearms Trade Associations

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

10.21 Boycotting of Certain Energy Companies

Pursuant to Texas Local Government Code Chapter 2274, Subtitle F, Title 10, prohibiting contracts with companies who boycott certain energy companies. NCTCOG is prohibited from contracting with entities or extend contracts with entities that boycott energy companies. Contractor shall certify its compliance through execution of the “Boycotting of Certain Energy Companies 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.

10.22 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.

APPENDIX A
Statement of Work

The Contractor agrees to provide AI consultancy services in accordance with the scope of work and requirements outlined in Request for Proposal (RFP) No. 2025-023, and as further detailed in the Contractor's technical proposal response. Both documents are hereby incorporated by reference and made a part of this Statement of Work.

State Certifications:

- HUB Certified by the State of Texas and CMBL Registered.

Federal Certifications:

- SBA, WOSB, WBENC, NMSDC, USWCC, USPAACC, SAM Registered, and E-Verify.

Esolvit Awards: Esolvit's commitment to excellence is demonstrated through numerous prestigious recognitions, including being honored as the '**Professional Services Firm of the Year 2020**' by the “**U.S. Department of Commerce**” and '**Supplier of the Year 2020**' by the **City of Austin**. Additionally, Esolvit has been consistently named among the '**USPAACC Fast 50 & Fast 100 Companies** of the Year' in 2021, 2022, and 2024, further solidifying its reputation as a distinguished leader in the industry.



5. TECHNICAL PROPOSAL

5.1 OBJECTIVES

The objectives of the AI consultancy services include but are not limited to: a. Assessing current organizational processes and identifying opportunities for AI integration, with specific examples relevant to various departments (e.g., public safety response optimization, citizen engagement tools, predictive maintenance in infrastructure).

Esolvit understands the business challenges, identifies potential opportunities to solve them leveraging AI based approaches, and implements the identified use cases. This requires discovery sessions with various business stake holders from NCTCOG’s participating entities, conducting internal surveys, reviewing existing solutions and technology landscape, gathering feedback from the current users, looking at industry best practices and possibilities for each department and conducting workshops and training sessions. Through all of these, we will identify the use cases and work with the key decision makers to prioritize these use cases and then we will build a roadmap which will be sent for the review and approvals. Once the roadmap is aligned on and approved, we can implement these use cases, solve the challenges, provide automation, create efficiencies using AI based approaches.

To enable all of these, we follow systematic approach mentioned below to assess the AI readiness and implementation:

- Identify ROI opportunities and business goals
- Assess data infrastructure: quality, quantity, security
- Evaluate AI feasibility and suitable techniques
- Prioritize projects based on impact and resources
- Identify skill gaps and develop a training plan
- Create a comprehensive AI strategy and roadmap
- Implement and monitor AI solutions
- Continuously evaluate and improve AI readiness

Examples for AI integration in various departments:

- Education: AI can tailor educational content to the needs of individual students and can provide AI-powered tutoring systems, personalized instruction and feedback.
- Healthcare: AI-powered image analysis tools can detect diseases like cancer more accurately and efficiently than traditional methods.
- Finance: AI algorithms can identify fraudulent transactions by analyzing patterns in large datasets.

b. Recommending AI tools, frameworks, and applications to solve specific organizational challenges.

Esolvit offers a unique blend of AI-driven tools, AI framework development and platforms based on client's needs. We will determine the right architecture and infrastructure depending on the use cases and will set that up depending on your needs. By carefully considering infrastructure requirements and implementing effective integration strategies, we can ensure that AI solutions deliver maximum value while minimizing technical challenges.

We will bring industry best practices, through our extensive industry partnerships with various niche AI technology providers, both on software and hardware platforms. We will design the solutions to scale for your user base, with minimal latency and maximum responsiveness and a user-friendly solution approach. Esolvit possesses deep domain expertise in various industries, including the public sector, enabling us to understand and address specific business challenges. We will explore how AI can be leveraged to solve specific business challenges in your industry. This includes case studies and practical examples relevant to the participating agencies.

c. Developing a comprehensive data strategy alongside an AI roadmap, emphasizing data quality, governance, privacy, and security.

To ensure the successful implementation of AI, a comprehensive data strategy is essential. This strategy should address the key aspects of data quality, governance, privacy, and security. A number of regulations in the industry such as GDPR have a profound impact on the data strategy. Esolvit considers all of these considerations in designing an effective data strategy.

- Data quality is paramount for successful AI initiatives. It involves cleaning data to remove inconsistencies, errors, and outliers, and enriching it with relevant context and features to enhance model performance. Data validation ensures accuracy and completeness.
- Data governance is essential for managing data effectively, including defining clear data ownership and accountability, establishing consistent data standards and formats, and implementing robust access controls to protect sensitive data. Adhering to data privacy regulations, such as GDPR and CCPA, and implementing strong data encryption and regular security audits are crucial for data privacy and security.
- The AI roadmap involves identifying valuable business use cases for AI, preparing data for model training, selecting and training appropriate algorithms, deploying models into production while continuously monitoring their performance, and finally, engaging in continuous improvement to refine and enhance AI models over time.

Esolvit combines a robust data strategy with a well-defined AI roadmap, to help organizations maximize the potential of AI while minimizing risks.

d. Developing a strategic roadmap for AI implementation, including governance, timelines, milestones, and deliverables.

Esolvit develops a comprehensive AI strategy and roadmap that will drive innovation, improve efficiency, enhance public services and implement robust data governance and security measures to protect sensitive information. Esolvit follows a strategic planning and AI advisory that supports AI readiness assessment; public sector entities can gain valuable insights into their current capabilities, identify areas for improvement, and develop a strategic roadmap for AI adoption.

Esolvit establishes a robust AI governance framework, including ethical guidelines and risk assessment and ensuring data quality, accuracy, and completeness. We implement robust data governance and security measures and develop realistic timelines for each phase of the implementation plan. We set specific milestones within each phase to track progress. We clearly define the expected outcomes and deliverables for each phase, including data products, models, applications, and reports. We will publish our periodic progress reports and work in partnership with the business stakeholders to enable value.

e. Ensuring that all AI implementations comply with legal standards (e.g., FOIA, grant/state/federal regulations) and establish technical, administrative, and policy controls for internal AI use.

Esolvit adheres to industry standards and regulations. We ensure data consistency and compatibility across different systems by establishing data standards and formats. With our expertise in multiple AI technologies such as OpenAI, AWS, Azure, Infrastructure management, robust security protocols, and compliance standards. We will partner with the participating government agencies to focus on innovation, ensuring seamless rapid prototyping and solution development. We implement strong security measures to protect sensitive data and adhere to relevant data privacy regulations. Recognizing the importance of ethical AI practices, we assist in developing robust policies and guidelines. These guidelines will address Data privacy and security measures to protect sensitive information used in AI models. We will bring in industry best practices, guidelines, regulation needs and comply with the legal standards through policy controls for internal AI use.

f. Providing training and knowledge transfer to the organization's internal teams on AI capabilities, ensuring employees effectively adopt and utilize AI tools.

Esolvit delivers an expansive suite of training programs for participating entities, emphasizing both foundational knowledge on AI related technologies/approaches and hands-on experience across emerging technologies and essential business solutions. Esolvit will work with the participating key stakeholders and program participants to understand each business needs, perform the AI readiness assessments and design the best strategy for that need, build the solutions and enable them through training, education and ongoing maintenance, support and provide detailed documentation to facilitate troubleshooting and knowledge transfer.

Esolvit conducts detailed training and knowledge transfer sessions through a handover plan to make sure that the agencies getting these solutions can adopt and maintain them with their skilled workforce. We are also happy to augment the skills needed to continue to support and enhance the solutions as needed in future development.

g. Quantify the long-term value AI brings to the organization and create business cases for both immediate and future expenditures, supporting sustained AI investment and adoption.

Esolvit identifies strategic initiatives that align with NCTCOG participating entities long-term goals and focus on projects that have the potential to fundamentally change the way the participating entities operate, such as developing new AI-powered solutions, products or services and plan for the scalability of AI solutions to meet future needs.

Esolvit has a strong team of AI experts to provide ongoing training and development opportunities. We will measure the financial return on the investment in the project, considering both direct and indirect costs and benefits. We will consider the potential return on investment (ROI) of each project when making decisions about which ones to pursue first and build upon our experience from key government and private sector clients to enable business value. This strategy underscores our commitment to delivering innovative AI solutions and secure, scalable cloud modernizations for complex legacy systems. Through a focused and data-driven information and insight sharing approach, we aim to effectively connect with our target audience, showcase the capabilities that the users can leverage and to provide citizen friendly services for the public entities.

h. Supporting the pilot and/or full-scale implementations and providing comprehensive training for sustainable, in-house AI operations.

We embrace an Agile methodology and PMP based project management practices to manage and implement pilot projects, allowing for flexibility, adaptability, and iterative development. Esolvit will assist in managing the pilot and full-scale implementations by gathering valuable insights for development. We will take feedback from the respective business owners and incorporate them into the real-world solutions.

Esolvit proudly offers specialized managed services, the Innovation Lab powered by AWS, Azure and Google Cloud services, designed to catalyze innovation for NCTCOG's participating entities. We have driven many such pilots for our extended customers such as the Texas Commission of Law Enforcement (TCOLE), Texas Department Of Criminal Justice (TDCJ), Denver Water, Arytic, and many other federal agencies. Esolvit delivers an expansive suite of training programs for NCTCOG participating entities, emphasizing both foundational knowledge and hands-on experience across emerging technologies and essential business solutions.

i. Incorporating a 5-year AI roadmap to guide the organization's future AI development.

Esolvit provides a strategic framework for NCTCOG's AI development. We help align resources, prioritize initiatives, and measure progress towards long-term multi-year roadmaps and goals. Esolvit leverages cutting-edge advancements through a dedicated focus on innovation. We work year-round to develop product and strategy roadmaps, ensuring our solutions remain aligned with the latest industry trends, giving the best-in-class architecture and scalability for NCTCOG's participating entities.

AI is a rapidly evolving field. Esolvit will continuously evaluate and improve your AI Readiness by evaluating the quality, and completeness of existing data and data assessment by evaluating the quantity, accessibility of data and to ensure data is clean, accurate, and relevant to the AI initiatives. We perform predictive analytics and advanced analytics that optimize operations and support strategic future planning. By prioritizing innovation and continuous improvement, our solutions provide a future-proof approach to NCTCOG's participating entities.

Based on all these aspects of planning, identification, prioritization of use cases, preparing solutions and providing training, Esolvit prepares a 5-year roadmap of all these initiatives to guide NCTCOG's participating entities' future AI development.

5.2 SCOPE OF WORK

The selected AI consultancy firm will perform the following tasks:

5.2.1 AI Strategy Development

a. Collaborate closely with individual departments to identify specific AI use cases and associated challenges, such as improving response times in public safety or reducing procurement costs, to develop tailored solutions that align with departmental needs.

Esolvit can evaluate NCTCOG clients' current AI readiness and identifies areas for improvement by following the below steps:

1. Identify ROI Opportunities and Business Goal

Esolvit will assess NCTCOG's participating entities organization's goals and objectives and understand the potential where AI can add the most value in achieving those goals. We will also understand and discuss the specific problems these entities are trying to solve or the opportunities they are trying to capture with AI. We will then help them tie business value and ROI to these initiatives.

2. Analyze Data Infrastructure

AI relies on data to learn and make predictions. Therefore, it is important to assess the quality, quantity, and accessibility of your client's data. We will also consider data privacy and security concerns.

3. Assess AI Feasibility

Esolvit will assess NCTCOG's participating entities current data, technology, and resources, and evaluate the potential to implement AI solutions to address the identified opportunities. There are many different AI techniques, and some may be more suitable for your clients' needs than others.

4. Prioritize Based on Effort and ROI

We will consider the potential return on investment (ROI) of each project, discuss with the business stakeholders and help collaboratively make decisions about which ones to pursue first.

5. Identify Skill Gaps

Esolvit will evaluate the skill gaps to understand NCTCOG's participating entities have the right people with the right skills to develop and deploy AI solutions. This includes data scientists, machine learning engineers, and AI ethicists. We will then provide a skill capability matrix and provide recommendations to help upskill the key resources as per NCTCOG's client needs. If the clients don't have the necessary skills in-house, we will augment the skills and we will advise them on investing in relevant training or hiring new talent.

6. Develop an AI Strategy and Roadmap

Esolvit will build the AI strategy to outline NCTCOG's participating entity organization's vision for AI, their goals and objectives, and their roadmap for achieving them. We will build the roadmap and the implementation plan for them. It would also include a plan for managing risk and ensuring ethical AI practices.

7. Implement and Monitor Your AI Strategy

This involves developing and deploying AI solutions, training NCTCOG's participating entity clients, employees, and monitoring their progress. We will help them adapt to this strategy as needed based on their analysis results.

8. Continuously Evaluate and Improve the AI Readiness

AI is a rapidly evolving field. Therefore, it is important to continuously evaluate your AI readiness and identify areas for improvement. This may involve updating NCTCOG's participating entities' AI strategy, investing in new technologies, or hiring additional talent.

Sample Project: Empowering the Energy and Utilities Sector:

Esolvit is an innovative company specializing in AI-driven solutions for many industry verticals and public sector entities. Here is an example from the energy and utilities industry. Our cutting-edge technology enables businesses to:

- Optimize energy consumption: By analyzing demand patterns and identifying potential risks, they can now make informed decisions to reduce costs.
- Enhance grid management: Advanced analytics helped utilities support teams ensure grid stability, anticipate equipment failures, and integrate renewable energy sources.
- Strengthen security and compliance: Robust cybersecurity measures were put in place to protect sensitive information and ensure adherence to industry regulations.

Ultimately, we empowered the organization to achieve greater efficiency, sustainability, and resilience in the dynamic energy and utilities landscape. By conducting a thorough AI readiness assessment, utilities can gain valuable insights into their current capabilities, identify areas for improvement, and develop a strategic roadmap for AI adoption. This will enable organizations to maximize the benefits of AI-powered solutions and achieve significant operational and financial improvements.

b. Conduct a comprehensive needs assessment to understand the organization's goals, existing processes, challenges, and value to be added to the organization by leveraging AI.

c. Develop a long-term AI strategy aligned with the organization's strategic plan and 5-year vision.

The following addresses the response to both points b and c.

Esolvit follows a step-by-step approach to developing a comprehensive AI strategy and roadmap for public entities, addressing their unique needs. Our framework is based on the following key areas, and we will go through each of these against the sub-areas mentioned to take inputs into the long-term AI strategy.

Our team of AI experts will work with NCTCOG's participating entities to craft a long-term AI strategy. This strategy will include clearly defined AI goals and objectives aligned with client's broader business goals, prioritized roadmap outlining a detailed implementation plan for AI initiatives, Identification of key performance indicators (KPIs) for measuring AI success.

Esolvit provides a comprehensive AI readiness assessment of the following key areas to evaluate an organization's readiness for AI adoption. To effectively assess the needs, we will look into Data Assessment, Current state of Infrastructure, Talent and Skill availability, Organizational Readiness and then identify the use cases based on the business challenges outlined. The following sub-areas of focus in each of these areas highlight the framework that Esolvit follows to comprehensively come up with the assessment.

1. Data Assessment

- **Data Quality:** Evaluate the accuracy, completeness, and consistency of data from various sources (Ex: Human Resources, Information Technology and Cybersecurity, Library Services, Public Works, Utility Billing) to identify data gaps and inconsistencies.
- **Data Accessibility:** Assess the accessibility and availability of data for AI projects, ensuring easy integration from different sources.
- **Data Privacy and Security:** Review data privacy and security policies and procedures to identify potential risks and vulnerabilities associated with data sharing and storage.

2. Infrastructure Assessment

- **Computing Power:** Evaluate the availability of sufficient computing resources (CPUs, GPUs) to support AI workloads and assess the need for cloud-based solutions or on-premise infrastructure.
- **Storage Capacity:** Evaluate the storage capacity required for storing and processing large datasets and assess the need for data storage solutions (data lakes, data warehouses).
- **Network Connectivity:** Evaluate the network infrastructure's ability to support real-time data transfer and processing, assessing the need for high-speed network connections and low-latency communication.

3. Talent Assessment

- **Data Science and AI Expertise:** Assess the availability of data scientists, machine learning engineers, and AI experts within the organization, identifying any skill gaps and training needs.
- **Domain Expertise:** Evaluate the level of domain expertise within the NCTCOG's participating entities and identify opportunities for collaboration with academic institutions or research organizations to upskill the identified resources.

4. Organizational Readiness

- **Leadership Support:** Assess the level of support from senior leadership for AI initiatives and identify potential barriers to AI adoption.
- **Cultural Factors:** Evaluate the organizational culture's receptiveness to change and innovation, identifying any potential resistance to AI adoption.
- **Change Management:** Assess the organization's ability to manage change and implement new technologies, identifying the need for change management strategies and training programs.

5. Use Case Identification

- **Identify Potential Use Cases:** Assess the potential of AI to address specific challenges and opportunities in NCTCOG's participating entities.
- **Citizen-Centric Approach:** Prioritize use cases that directly benefit citizens, such as improving service delivery, enhancing public safety, or optimizing resource allocation.

6. Create a Phased Implementation Plan:

- **Pilot Projects:** Start with small-scale pilot projects to test AI solutions and gain valuable insights.
- **Scalability:** Plan for the scalability of AI solutions to meet future needs.
- **Continuous Improvement:** Establish a feedback loop to continuously monitor and improve AI systems.

7. Monitor and Evaluate:

- **Performance Metrics:** Define key performance indicators (KPIs) to measure the impact of AI initiatives.
- **Regular Evaluation:** Conduct regular evaluations to assess the effectiveness of AI solutions and identify areas for improvement.
- **Adaptability:** Be prepared to adapt to changing technologies and evolving needs.

Benefits: NCTCOG's participating entities can gain data-driven insights with a clear understanding of their current AI readiness level and potential opportunities. They will have prioritization of initiatives and a tailored AI Roadmap. They will also get a customized strategy outlining the next steps for successful AI adoption.

Use Case Example: We recently conducted an ARA for a leading utility which revealed an abundance of sensor data, water pipeline infrastructure but limitations in processing power. Our recommendations led to a cost-effective cloud-based infrastructure solution and a focused plan for AI-powered diagnostics.

NCTCOG's participating entities public entities, such as NCTCOG's participating entities, face unique challenges and opportunities when adopting AI.

- **Public Trust and Transparency:** Ensuring that AI systems are fair, unbiased, and transparent.
- **Data Privacy and Security:** Protecting sensitive citizen data.
- **Scalability and Interoperability:** Integrating AI solutions with existing systems and processes.
- **Budgetary Constraints:** Balancing the costs of AI initiatives with limited resources.

Esolvit ensures AI strategies align with an NCTCOG entity's overarching goals through a rigorous, data-driven approach. We begin by clearly defining core objectives and prioritizing AI opportunities that will deliver the greatest impact. This involves setting SMART goals, conducting thorough data assessments, and establishing robust data governance frameworks. We foster a collaborative environment, involving cross-functional teams and key stakeholders throughout the strategy development process. Ethical considerations, including fairness, transparency, and privacy, are integral to our approach. Finally, we emphasize continuous evaluation and adaptation, ensuring the AI strategy remains aligned with evolving organizational goals and technological advancements. This comprehensive approach enables Esolvit to develop effective AI strategies that drive innovation, improve efficiency, and enhance public services within the unique context of public entities.

5.2.2 Feasibility Study and Use Case Identification

a. Identify potential AI use cases, analyze their feasibility, and assess value. b. Document compliance requirements (external and internal). c. Provide detailed pros, cons, and risk-benefit analysis for each use case. d. Ensure feasibility study includes considerations related to data strategy, including data quality, governance, and integration readiness. e. Prioritize use cases based on impact and ease of deployment.

The following addresses the response to points a through e.

Use Case Identification: Esolvit has the framework to identify NCTCOG's participating entities use cases by assessing the potential of AI to address specific challenges and opportunities in the industry and prioritize these use cases based on business impact and feasibility.

Here are a few sample use cases:

Use Case 1: Shared Services: Multiple public entities within the NCTCOG region collaborate to share resources and services, such as IT infrastructure, procurement, or human resources.

- Pros:
 - Cost savings: Reduced overhead costs by consolidating services.
 - Increased efficiency: Standardized processes and shared expertise.
 - Improved service delivery: Consistent and higher-quality services.
- Cons:

- Loss of local control: Potential for reduced autonomy in decision-making.
- Complexity: Challenges in coordinating and integrating different systems and cultures.
- Risk of failure: Potential for disruptions if the shared service provider experiences issues.
- Risk-Benefit Analysis:
 - Benefits: Significant cost savings, improved efficiency, and enhanced service quality.
 - Risks: Potential loss of local control, increased complexity, and service disruptions.
 - Mitigation strategies: Risk mitigation planning, strong governance, and robust contingency plans can mitigate these risks.

Use Case 2: Regional Transportation Planning: NCTCOG coordinates regional transportation planning efforts, including developing long-range plans, prioritizing projects, and securing funding.

- Pros:
 - Comprehensive planning: A holistic view of regional transportation needs.
 - Efficient resource allocation: Prioritization of projects based on regional impact.
 - Improved mobility: Enhanced connectivity and reduced congestion.
- Cons:
 - Bureaucracy: Potential for slow decision-making and bureaucratic hurdles.
 - Political considerations: Balancing the needs of different communities and stakeholders.
 - Limited funding: Insufficient resources to implement all planned projects.
- Risk-Benefit Analysis:
 - Benefits: Improved regional mobility, economic growth, and reduced environmental impact.
 - Risks: Bureaucratic delays, political challenges, and funding constraints.
 - Mitigation strategies: Strong leadership, effective stakeholder engagement, and innovative funding strategies can help mitigate these risks.

Refer to 5.2.3(c) for more information on compliance response.

Identify ROI Opportunities and Business Goals: Esolvit will assess NCTCOG's participating entities organization's goals and objectives and understand the potential where AI can add the most value in achieving those goals. We will also understand and discuss the specific problems these entities are trying to solve or the opportunities they are trying to capture with AI. We will then help them tie business value and ROI to these initiatives.

5.2.3 AI Solution Design and Roadmap

a. Research and document various External Compliance (e.g. Freedom of Information Act, grant requirements, and the various local, state, and federal regulations), and Internal Compliance (e.g. Designing technical, administrative, policy controls, among others, for the safe use of AI) b. Design appropriate AI models, frameworks, or tools for selected use cases.

Esolvit operates within a complex regulatory landscape, adhering to local, state, federal, and international laws, regulations, and industry standards, including GDPR. We recognize the dynamic nature of AI regulations and proactively address compliance challenges. Key considerations include data privacy and protection, intellectual property rights, algorithmic transparency, and export controls. We establish robust internal ethical guidelines and adhere to strict cybersecurity measures to ensure responsible AI development

and deployment. Our commitment to compliance ensures that all AI initiatives are conducted ethically, legally, and responsibly.

Esolvit is committed to developing and deploying AI solutions that are fair and unbiased, transparent and explainable, accountable, secure and privacy-preserving. We are confident that our team, approach, and commitment to responsible AI make us the ideal partner to help the NCTCOG participating entities realize their full potential.

Here is Esolvit's framework for AI models, framework, tools and use-case solutions and deployment:

1. Ethical Governance

- [Safety](#): Ensuring AI systems are designed and operated to minimize potential harm.
- [Accountability](#): Establishing clear accountability for AI decisions and outcomes.
- [Human-Centered Design](#): Prioritizing human values and needs in AI development.
- [Stewardship](#): Responsible management of AI technologies.
- [Data Integrity and Accuracy](#): Ensuring data quality and reliability.

2. Data Governance

- [Data Collection and Metadata](#): Collecting and storing data with appropriate metadata.
- [Integration and Federation](#): Integrating data from various sources and federating data across different systems.
- [Access](#): Controlling access to data to authorized personnel.
- [Controls and Usage](#): Implementing policies to govern data usage and prevent misuse.
- [Data Classification](#): Categorizing data based on sensitivity and security requirements.
- [Data Lifecycle](#): Managing the entire lifecycle of data, from creation to deletion.
- [Role-Based Access Control \(RBAC\)](#): Assigning access privileges based on roles and responsibilities.
- [Data Stewardship](#): Assigning ownership and accountability for data.

3. Model Governance

- [Validation and Testing](#): Rigorously testing AI models to ensure accuracy, reliability, and fairness.
- [Performance Monitoring](#): Continuously monitoring model performance and identifying potential issues.
- [Bias Detection](#): Implementing techniques to detect and mitigate bias in AI models.
- [Model Selection and Architecture](#): We choose the most appropriate algorithms, such as neural networks, decision trees, or ensemble methods, based on the problem and data characteristics and design custom model architectures, including deep learning models like convolutional neural networks (CNNs), recurrent neural networks (RNNs), and transformer-based models. We train our models using advanced techniques like gradient descent and backpropagation.

4. Stakeholder Engagement

- [Establish Stakeholders and RACI](#): Identifying key stakeholders and defining roles and responsibilities.
- [Empowerment and Persistence](#): Empowering stakeholders to drive AI initiatives and fostering a culture of innovation.
- [Accountability](#): Holding stakeholders accountable for their roles in AI development and deployment.
- [Inclusivity and Innovation](#): Creating an inclusive environment that encourages diverse perspectives and innovative ideas.
- [Lab and Incubation](#): Establishing dedicated spaces for AI experimentation and innovation.

- Standups: Regular meetings to discuss progress, challenges, and next steps.

5. Risk Management

- Training and Awareness: Educating employees about AI risks and best practices.
- Crisis Response and Risk Mitigation Strategy: Developing plans to respond to AI-related incidents and mitigate risks.

6. Transparency and Outputs

- Model Documentation: Documenting the development, training, and deployment of AI models.
- User Testing and Experience Design: Involving users in the design and testing of AI systems.
- Explainability: Making AI models interpretable and understandable.
- Interoperability: Designing AI systems to work seamlessly with other systems.

7. Training and Education

- AI Literacy: Providing training on AI concepts and applications.
- Proof of Concept and Case Studies: Demonstrating the value of AI through real-world examples.
- Startup Incubation: Supporting the development of AI startups and innovative projects.

8. Change Management

- Change Management Strategy: Developing a plan to manage the transition to AI.
- Communication Plan: Communicating effectively with stakeholders about AI initiatives.
- Risk Assessment: Identifying and mitigating risks associated with AI implementation.
- Establishing Response Terms: Defining clear procedures for responding to AI-related issues.

9. Evaluation of AI Models

- Feedback Loop: Continuously gathering feedback to improve AI systems.
- Incident Response: Having a plan to respond to AI-related incidents.
- Data Quality: Ensuring the quality and reliability of data used to train and operate AI systems.
- Model Governance: Establishing governance processes for AI models.
- Monitoring Metrics: Tracking key metrics to assess the performance of AI systems.

10. Reporting or Audit

- Conducting Regular Audits: Regular audits are essential to assess the performance, effectiveness, and ethical implications of AI systems
- Establishing an Audit Framework: A robust audit framework provides a structured approach to conducting regular audits. Key components of an audit framework include:
- Communicating Audit Results: Effective communication of audit results is crucial for driving improvements and ensuring accountability.

By following this comprehensive framework, NCTCOG participating entities can effectively manage the risks and rewards of AI, ensuring ethical, responsible, and successful AI initiatives.

c. Provide a comprehensive roadmap, including governance, project timelines, milestones, resource requirements, and key performance indicators (KPIs).

Esolvit proposes a structured roadmap for successful AI implementation, tailored to each NCTCOG participating entity's unique needs. Our approach includes defining clear business objectives, assembling cross-functional teams, and establishing a robust AI governance framework. We prioritize high-impact initiatives, develop comprehensive business cases, and invest in employee training and education.

Throughout the journey, we emphasize stakeholder collaboration, continuous evaluation, and the establishment of key performance indicators (KPIs) to measure and monitor progress. By following this structured approach and adapting to the evolving AI landscape, Esolvit will guide participating entities toward successful AI adoption and maximize the return on their AI investments.

d. Provide a comprehensive cost analysis for each proposed AI solution, including but not limited to anticipated development costs, cloud/compute costs, required licensing/subscriptions, cloud storage/backup, etc.

Esolvit has a comprehensive cost analysis for each proposed AI solution which includes several key components. Development costs for Data Scientists, AI Engineers, Data Engineers and Project Managers, as well as any training required for staff. Cloud and compute costs involve fees for cloud computing services, such as GPU instances for machine learning tasks. Additionally, operational costs cover the integration of AI solutions with existing IT systems, deployment expenses, and the potential costs for legal compliance, such as data privacy and ethical audits. Based on this we will develop the AI strategy, assess the current AI capabilities, identify priority applications for AI use, recommend a governance and stakeholder engagement framework, and develop a project and implementation plan. After the initial assessment is done and prioritized, based on our experience in these areas, we are confident to not only be an implementation partner, but also a strategic advisor at each step of the assessment, use cases, prioritization and planning.

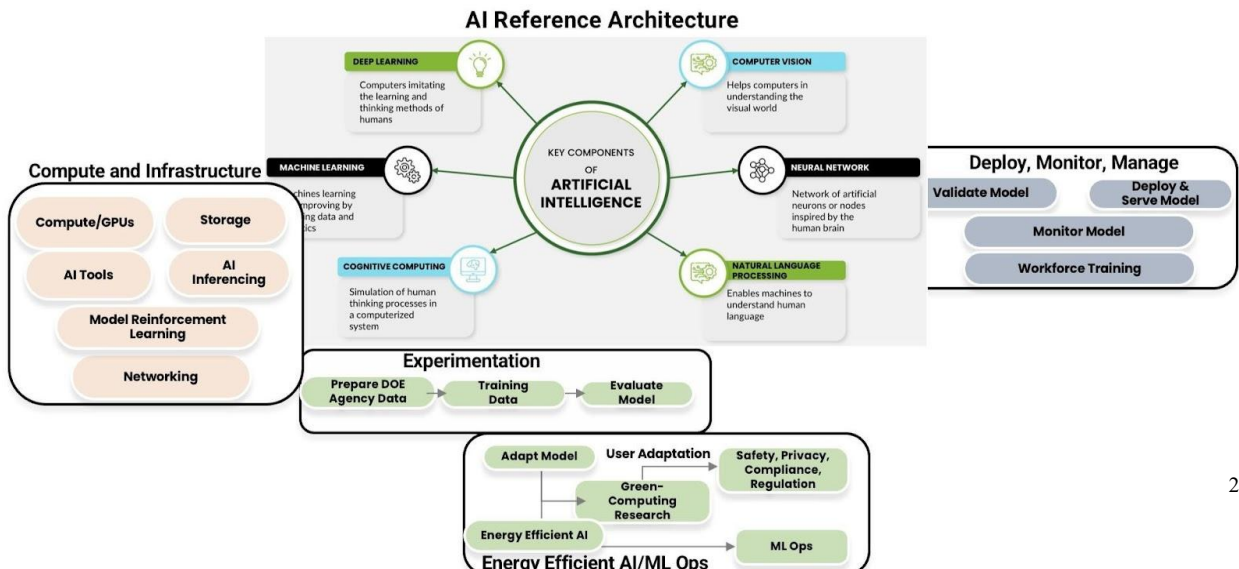
Our Pricing Sheet is attached as reference.

e. Ensure AI solutions align with ethical guidelines and public sector regulations, including data privacy laws such as GDPR (if applicable), and customer’s internal data loss protection policies.

Esolvit prioritizes data privacy and security, adhering to stringent regulations such as GDPR. We implement a multi-layered approach to safeguard sensitive information. This includes robust technical controls, such as data encryption both at rest and in transit, strong access controls utilizing role-based access control (RBAC) to limit access to authorized personnel, and robust network security measures encompassing firewalls, intrusion detection/prevention systems (IDS/IPS).

Furthermore, we emphasize strong organizational controls. This involves implementing a comprehensive data classification system, providing regular employee training on data security best practices, establishing clear data retention policies, and developing a well-defined incident response plan to effectively address and mitigate potential security breaches. This multifaceted approach ensures the confidentiality, integrity, and availability of all data within the organization, fostering a secure and trustworthy environment for all stakeholders.

Esolvit’s framework for AI Reference Architecture:



5.2.4 Pilot Testing and Implementation Support

a. Guide the organization through the implementation of pilot AI solutions. b. Work with stakeholders to evaluate the pilot projects, troubleshoot issues, and refining solutions as needed. c. Offer post-implementation support for system integration and scaling AI solutions across the organization.

The following addresses the response to both points a through c.

Esolvit employs a structured, Agile-based approach to pilot project management, prioritizing flexibility and collaboration. We utilize a data-driven methodology, focusing on clearly defined objectives, detailed planning, and continuous monitoring and evaluation. Our approach encompasses key steps such as data collection, model development and training, pilot deployment, and comprehensive data analysis to assess performance and identify key learnings. We leverage Agile frameworks, facilitating rapid prototyping, incremental delivery, and continuous improvement throughout the project lifecycle. By fostering strong collaboration between our team and the client's stakeholders, and by implementing robust risk management strategies, we ensure successful pilot project implementation, delivering valuable insights and paving the way for successful AI adoption within NCTCOG's participating entities.

5.2.5 Training, Adoption, and Capacity Building

a. Provide training sessions and materials for staff on AI tools and best practices, to ensure effective and efficient use of AI. b. Facilitate workshops to build internal AI capabilities and foster a culture of innovation. c. Develop a knowledge transfer plan to ensure the organization can maintain and update AI systems independently.

The following addresses the response to both points a through c.

Esolvit enables training, adoption and capacity building for it. We believe that effective training is key to user adoption, efficient use, and responsible management of AI solutions. We tailor the training programs to NCTCOG's participating entities. Esolvit AI training and education programs are designed to meet the specific needs of NCTCOG's participating entities. We offer customized programs that target different levels of experience and roles, from basic user awareness to advanced model management. We can help up-skill the existing resources with the AI based courses, tools and techniques. We conduct workshops to build internal AI capabilities and foster a culture of innovation.

Key Topics and Skills Covered:

- Understanding AI Fundamentals: We demystify AI terminology and concepts, providing a solid foundation for understanding how AI works and its potential benefits.
- AI COE: We conduct workshops on establishing an AI Center of Excellence and how it can be used across business needs.
- AI for Business Applications: We explore how AI can be leveraged to solve specific business challenges. This includes case studies and practical examples relevant to your domain.
- Responsible AI Practices: We address ethical considerations and potential biases in AI systems, equipping your staff to use AI responsibly and in a way that aligns with NCTCOG's participating entities.
- Data Management for AI: We provide training on data preparation, labeling, and governance practices crucial for successful AI implementations.
- User Adoption and Change Management: We help your staff understand and adapt to the new workflows and processes associated with AI solutions, promoting smooth transitions and maximizing user buy-in.

- **Advanced Model Management (For Relevant Technical Teams):** We offer in-depth training on managing and monitoring AI models, covering topics like model retraining, performance optimization, and troubleshooting.

Leveraging Esolvit's Expertise: Our team includes Data Scientists, Engineers, and AI Specialists with extensive experience developing and deploying AI solutions across diverse industries. We partner with leading technical labs providers, to offer advanced training workshops specific AI applications, building sample solutions and using cutting-edge techniques.

Example: Conducting AI Strategy and Training Workshops:

- **Identifying AI Opportunities Workshop:** This workshop helps participants identify areas where AI can deliver significant business value, aligning your AI strategy with your long-term goals.
- **Custom AI Solution Design Workshop:** Working with our experts, participants can co-create a roadmap for developing a custom AI solution tailored to your specific needs.
- **Advanced Techniques for Data Preparation and Feature Engineering:** This workshop, led by data science specialists, equips your team with advanced techniques for preparing and transforming data to optimize model performance.

We offer a comprehensive training and education program that blends theoretical knowledge with practical experience, leaving your staff well-equipped to leverage AI effectively and responsibly within your organization. Furthermore, we offer flexible training delivery options, including:

- On-site Training
- Virtual Training Sessions
- Blended Learning Programs

We believe in providing a comprehensive and engaging training experience that empowers NCTCOG'S participating entities staff to become active participants in your AI journey. By implementing a comprehensive knowledge transfer plan, and by providing materials for AI implementation organizations can empower their teams to maintain, update, and innovate AI systems, ensuring their continued success. We will understand the NCTCOG's participating entities' specific needs and areas of interest to create a customized AI training program and materials to enable AI awareness, learning of data, analytics and AI concepts and in launching various products and solutions for them.

5.3 SPECIFICATIONS AND REQUIREMENTS

5.3.1 Consultant Expertise and Qualifications

a. Demonstrated experience in providing AI consultancy services to government agencies or similar public sector organizations.

Please refer to Section 4 for an overview of Esolvit's Project Expertise and Qualifications.

Esolvit's Expertise in IT Project Management, DevOps, AI/ML, and Cybersecurity IT Project Management

Esolvit brings over 60 years of cumulative IT project management experience, delivering comprehensive services with a 100% project delivery success rate. Our team excels in Agile methodologies, with certified professionals in Scrum, Kanban, and SAFe frameworks. We are proficient in leveraging a wide

suite of project management and ITSM tools, including Jira/Confluence, Rally, Azure DevOps (ADO), Asana, Microsoft Project, and ServiceNow, ensuring seamless execution of complex projects.

AI/ML, Psychometrics, and Real-Time Analytics

Esolvit specializes in leveraging cutting-edge artificial intelligence (AI) and machine learning (ML) technologies to drive transformative business outcomes.

- **AI/ML Solutions:** Advanced AI models for predictive analytics, generative AI, and automation tailored to diverse industries.
- **Psychometrics Integration:** Proprietary psychometric assessments for evaluating candidate fit, enhancing talent acquisition, and boosting organizational performance.
- **Real-Time Analytics:** Real-time data processing solutions to enable actionable insights and faster decision-making across business operations.
- **Custom Software Development:** Expertise in developing scalable, high-performance software tailored to client requirements, ensuring seamless integration and optimal functionality.

DevOps/MLOps Capabilities

Esolvit offers expert end-to-end DevOps and MLOps implementation services, providing tailored solutions to streamline software delivery and infrastructure management.

- **Source Code Management (SCM):** Enterprise-level SCM strategy and training using Git, GitHub, GitLab, Bitbucket, and ADO.
- **Continuous Integration/Continuous Delivery (CI/CD):** Expertise in Jenkins, GitLab CI/CD, CircleCI, ADO, Travis CI, and Bamboo.
- **Containerization:** Advanced solutions using Docker, Kubernetes, OpenShift, and Helm.
- **Configuration Management:** Proficient in tools like Ansible, Puppet, and Chef.
- **Monitoring & Logging:** Robust frameworks with Grafana, Azure Log Analytics, Nagios, Elasticsearch, Logstash, Kibana, Splunk, and Power BI.
- **Infrastructure as Code (IaC):** Expertise in Terraform, CloudFormation, and Pulumi.
- **Additional Capabilities:** Disaster recovery setup, observability frameworks, and performance testing.

b. Proficiency in AI technologies, including machine learning, natural language processing, computer vision, etc.

Esolvit is dedicated to bridging the gap between AI potential and real-world applications. We offer a comprehensive range of AI implementation services to help businesses expand the power of AI and drive innovation. We have various types of implementation services that range from data, analytics, insights to complex machine learning and natural language processing, deep learning capabilities. We perform data analysis by applying statistical and machine learning techniques to uncover patterns and trends and utilize machine learning frameworks like TensorFlow, PyTorch, and Scikit-learn to develop and deploy AI models. We leverage the latest AI and machine learning techniques to deliver state-of-the-art solutions. We work with NVIDIA, AWS, Azure, GCP and other modern technologies to architect, design and implement robust solutions. Our GPUs can handle large datasets efficiently, making them suitable for big data analytics, machine learning, and scientific simulations.

Esolvit completed a comprehensive proof-of- concept (POC) to demonstrate the feasibility and benefits of automated metadata generation and Gen AI-based search capabilities. Our approach involved leveraging advanced computer vision, natural language processing (NLP), and large language models (LLMs) to extract meaningful insights from visual content. We utilize LLMs to develop advanced NLP applications, such as sentiment analysis, text summarization, and machine translation. We perform GPU-accelerated computer vision algorithms power applications like image recognition, object detection, and video analysis.

Our team will assess your existing infrastructure and recommend the most suitable AI tools and platforms based on your needs. We will determine the right architecture and infrastructure depending on the use cases and will set that up depending on NCTCOG needs. Example: For a retail client, we identified their existing infrastructure was insufficient for computer vision models. We recommend a hybrid cloud solution with GPU-accelerated computing instances to ensure optimal performance.

c. Experience with AI ethics, data privacy, and security, particularly in a public sector context.

Esolvit holds certifications from the International Organization for Standardization ISO 20000-1:2018, and ISO 27001:2022 all of which exemplify our commitment to quality and security and specifically for the scope of service in AI software development and cybersecurity, further highlighting our dedication to excellence in these critical domains.

We have collaborated with other organizations and government agencies to establish ethical AI practices and adhere to strict data privacy regulations. AI-driven personalization tools enabled us to tailor our services to the specific needs of each client, enhancing customer satisfaction. These guidelines addressed data privacy and security measures to protect sensitive information used in AI models. We reviewed data privacy and security policies and procedures to identify potential risks and vulnerabilities associated with data sharing and storage and ensured seamless integration with Multi-Cloud Managed Services and Security Services. We perform ongoing Support, maintenance, regular updates and security patches to ensure the latest features and protection against vulnerabilities.

d. Proven success in developing AI strategies and roadmaps, including successful project implementation.

Esolvit provided strategic planning and AI advisory support to craft a forward-looking AI strategy for various organizations. As AI experts, we supported POCs and pilots, ensuring they are scalable and meet organizational objectives. We developed a comprehensive AI strategy addressing governance, ethics, and integration and established an innovation lab for rapid idea testing with enthusiastic participants. Our machine learning and neural network-based anomaly detection tools improve file processing efficiency by identifying and resolving anomalies.

Esolvit AI Readiness Assessments (ARA) are in line with the U.S. Department of Commerce's National Institute of Standards and Technology AI Framework. The AI framework refers to an AI system as an engineered or machine-based system that can, for a given set of objectives, generate outputs such as predictions, recommendations, or decisions influencing real or virtual environments. We tailored AI Roadmap to develop a customized strategy outlining the next steps for successful AI adoption.

e. Ability to work collaboratively with internal teams and translate technical concepts into layman's terms for non-technical stakeholders.

Esolvit is dedicated to delivering exceptional customer service, focusing on proactive issue management, efficient escalation procedures, and transparent communication. Esolvit is committed to supporting NCTCOG entities with high-quality, responsive services. We encourage open and transparent communication among team members and stakeholders. Our vendor management platform enhances visibility, tracks performance, and provides real-time analytics for NCTCOG participating entities. This

platform will be an invaluable tool for NCTCOG, allowing seamless communication, comprehensive performance tracking, and efficient resource allocation. We prioritize clear communication with clients, offering online sessions to guide them through software changes before major releases. We assign a dedicated account manager to each client to ensure seamless communication and support and maintain open communication channels to keep stakeholders informed and address any issues promptly.

f. Demonstrated understanding and experience with public sector compliance and ethical standards.

Esolvit established a robust AI governance framework, including ethical guidelines and risk assessment and ensuring data quality, accuracy, and completeness. We developed clear ethical guidelines for AI development and use, covering issues like fairness, transparency, accountability, and privacy and conducted regular audits to assess the performance, effectiveness, and ethical implications of AI systems.

5.3.2 Data Security and Privacy Compliance

a. The consultant must comply with all applicable federal, state, and local data privacy laws.

To ensure NCTCOG's participating entities AI project complies with all applicable federal, state, and local data privacy laws, at Esolvit, we conduct a comprehensive assessment to identify applicable laws and determine which specific laws (e.g., GDPR, CCPA, etc.) apply to client's project based on the type of data, geographic location, and industry. We classify data based on sensitivity levels to determine the appropriate level of protection and provide data access to only authorized people. We also analyze how the AI will process and utilize data to identify potential privacy risks.

b. Provide documentation that AI solutions will adhere to data protection regulations such as GDPR (if applicable) or equivalent local laws. c. Implement security measures to ensure the protection of sensitive and personal information during data processing.

Here is the response for points b and c. Refer to 5.2.3(e) for more information on the response to this.

Esolvit ensures that AI solutions comply with data protection regulations such as GDPR and equivalent local laws through comprehensive documentation. This includes outlining the responsibilities of all parties involved in data processing, specifying the purpose and categories of personal data, and implementing robust security measures like encryption, access controls, and intrusion detection systems. To further enhance security, Esolvit conducts regular penetration testing to identify and mitigate vulnerabilities in systems, networks, and applications, supported by detailed reports and actionable recommendations.

Esolvit also documents data retention and deletion policies, incident response procedures, and privacy policies to ensure transparency in how personal data is collected, used, and protected. Accessibility is prioritized through 508 compliance testing, which evaluates websites, applications, and digital content for ensuring usability. Additionally, Esolvit incorporates performance testing, secure coding practices, and vulnerability assessments to address potential security risks, delivering reliable, secure, and inclusive AI solutions. These are some of the differentiating factors we bring to this proposal.

Esolvit provides documentation for all the processes to ensure AI solutions compliance with data protection regulations like GDPR or equivalent local laws. Esolvit clearly outlines the responsibilities and obligations of all parties involved in data processing in a document which contains description of the parties involved and their roles, Purpose of data processing., the categories of personal data to be processed, data security measures to be implemented, data retention and deletion policies and incident response procedures. Esolvit establishes and documents a privacy policy to inform individuals about how their personal data is collected, used, shared, and protected. Esolvit facilitates technical documentation with detailed information about the technical implementation of the AI solution which includes data flow diagrams, data security measures, such as encryption, access controls, and intrusion detection systems.

Cybersecurity & Penetration Testing Services

Esolvit specializes in advanced penetration testing to secure IT infrastructures. Our ethical hackers utilize industry-leading tools and techniques to simulate real-world cyberattacks, identify vulnerabilities, and strengthen defenses to minimize security risks.

- **Vulnerability Assessment Tools:** Comprehensive testing with Nessus, QualysGuard, Nmap, Wireshark, Burp Suite, OWASP ZAP, Acunetix, AWS CloudTrail, and more.
- **Network Security Testing:** Internal and external networks, wireless systems, firewalls, VPNs, and regulatory compliance (ISO 27001, PCI DSS, HIPAA, GDPR). Simulations include malware, ransomware, and DDoS attacks.
- **Web Application Testing:** Static and dynamic analysis, SQL injection, XSS, CSRF, and broken authentication testing.
- **Mobile Application Security:** Complete assessments for Android/iOS apps, including network security, data protection, authentication, and third-party dependencies.
- **Cloud Security Testing:** Evaluation of cloud-hosted infrastructures, APIs, access management, and data protection.
- **API Security Testing:** Real-world threat simulations, OWASP API security checks, and breach prevention strategies.

Esolvit's unmatched expertise in project management, AI/ML, psychometrics, real-time analytics, DevOps, and cybersecurity ensures innovative, scalable, and secure solutions that drive business success.

5.3.3 Project Management and Reporting

a. The consultant must provide regular project status updates and attend weekly or bi-weekly meetings with the organization's project management team. b. Submit a detailed final report summarizing findings, recommendations, implementation results, and lessons learned. c. Adhere to agreed project deadlines and deliver all required documentation in a timely manner.

Esolvit is dedicated to supporting NCTCOG's participating entities with high-quality, responsive services. Our vendor management platform enhances visibility, tracks performance, and provides real-time analytics, enabling clients to access data and reports on project status, resource allocation, and financial performance, supporting informed decision-making. We foster open communication with stakeholders through regular updates, meetings to track progress, address challenges, and coordinate efforts. Additionally, each client is assigned a dedicated account manager to ensure seamless communication and personalized support to ensure efficient and iterative project delivery.

Esolvit follows Agile and Scrum methodologies to ensure efficient and iterative project delivery. We conduct daily stand-up meetings, maintain clear milestones, and prioritize collaboration and adaptability. At the end of scrums, we conduct retrospective meetings and create learnings, which will be incorporated into the next iteration. Our team holds Scrum certifications, ensuring a structured approach with iterative development, clear milestones, and realistic timelines. We prioritize timely responses to keep projects on track, addressing any issues promptly. At the conclusion of each project, we provide a comprehensive final report summarizing findings, recommendations, implementation results, and lessons learned. This report includes tailored roadmaps for customized AI strategies aligned with business objectives and detailed implementation plans for AI initiatives. Recommendations for scaling successful solutions are also provided.

5.3.4 Budget and Cost Estimates

a. Provide a comprehensive cost breakdown for the services, including consultancy fees, software licensing costs (if applicable), and any other anticipated expenses. b. Offer flexible pricing structures, such as time and materials or fixed-price contracts, depending on the scope of work.

The following response addresses points and b.

Esolvit has a proven track record of delivering high-quality, cost-effective solutions. We provide cost-effective solutions to meet your budget constraints. Using advanced analytics, we identify cost-saving opportunities and optimize resource allocation for efficient project management. We will develop the AI strategy by assessing the current AI capabilities, identifying priority applications for AI use, recommending a governance and stakeholder engagement framework, and develop a plan. Our consultancy fees are based on hourly rates for various roles, such as project managers, data scientists, AI engineers, and data analysts. If specific AI tools or platforms are required, we will include the associated licensing fees based on usage and the scale of implementation. This pricing model will depend on the specific project requirements covering all deliverables, milestones, and expenses outlined in the project scope.

We have attached our pricing sheet for reference.

5.3.5 Data Strategy and Management

The consultant must ensure all AI solutions developed under this engagement align with best practices in data strategy and management to maintain the quality, governance, privacy, and security of data.

a. Data Quality Controls: 1. The consultant must implement measures to ensure the integrity and accuracy of data utilized in AI models. 2. Establish data validation processes to identify and address inaccuracies or inconsistencies. 3. Define data enrichment procedures to enhance dataset quality.

Provided below are the responses to points (a 1 to 3):

Esolvit recognizes data as a strategic asset for successful AI implementations. Our data preparation process encompasses data collection and ingestion from diverse sources, rigorous cleaning and preprocessing, and seamless data integration and enrichment. We prioritize data quality through robust validation, profiling, and governance, employing data quality metrics and leveraging data profiling tools such as **Databricks**, **DataRobot** and **Alteryx**. Furthermore, we leverage AI-powered techniques such as automated anomaly detection, missing value imputation, and feature engineering to enhance efficiency, improve data quality, and reduce bias. By employing these advanced methods and adhering to rigorous quality control measures, we ensure that our AI models are trained on high-quality, reliable data, leading to accurate and robust predictions and ultimately driving successful AI outcomes.

b. Data Governance Framework:

1. Outline a comprehensive governance strategy that includes policies for data ownership, usage rights, and data stewardship roles. 2. The consultant should facilitate compliance with public sector regulations by providing clear governance documentation. 3. Define processes for version control and data lineage tracking to maintain transparency in data handling.

Provided below is the response for the points b (1,2,3)

Esolvit prioritizes a robust data governance framework to ensure the integrity, security, and ethical use of data. We establish and enforce comprehensive policies that address data retention, security, and privacy, ensuring strict adherence to relevant regulations such as GDPR and CCPA. Clear data ownership and responsibilities are assigned for each dataset, and robust access controls are implemented to limit data access to authorized personnel. We define and enforce secure data sharing protocols, considering the sensitivity and confidentiality of information. To enhance data traceability and facilitate effective data management, we meticulously document data lineage, tracking its origin, transformation, and usage throughout its lifecycle.

Furthermore, we utilize a centralized data repository with a robust version control system to ensure data integrity and facilitate efficient collaboration. Regular audits and ongoing employee training on data privacy and security further strengthen our commitment to responsible data management.

c. Data Privacy Assurance: 1. Ensure adherence to data privacy laws, including GDPR (if applicable) or relevant local legislation. 2. Propose methodologies for anonymizing and protecting sensitive information throughout the AI model lifecycle. 3. Create a protocol for obtaining and managing data consent where necessary.

d. Data Security Protocols: 1. Implement and recommend data security measures, including encryption, access controls, and risk assessment practices. 2. Develop a response plan for data breaches or security incidents, specifying consultant responsibilities in these cases. 3. Ensure secure data storage and backup practices are followed, protecting against data loss.

Below is the response for points c and d (1,2,3).

Esolvit adheres to GDPR and other relevant public sector regulations, prioritizing data privacy and security in all aspects of AI development and deployment. We recognize the importance of transparency in AI systems that process personal data, particularly ensuring that individuals have the right to access and rectify their personal information (PII), taking and managing consent for storing individual related personal data. To mitigate privacy risks, we conduct comprehensive data protection impact assessments, which include a detailed description of the AI system's intended use, identification of potential risks to individuals' rights, and proposed measures to mitigate these risks. These measures include data minimization, anonymization, and encryption techniques. Esolvit's approach to ethical AI practices is grounded in strong data privacy regulations, and we assist in developing robust policies and guidelines to ensure compliance with these standards.

Additionally, Esolvit strengthens security and compliance by implementing rigorous cybersecurity measures to protect sensitive information and ensure data integrity. Our endpoint security solution, which is designed to prevent ransomware attacks including screen-locking and encrypting ransomware includes up-to-date operating systems, the prohibition of software installations from untrusted sources, and real-time antivirus protection. We emphasize secure data backups, regularly backing up critical files in encrypted locations to mitigate the potential impact of attacks.

Esolvit's commitment to data privacy and security extends to every phase of AI solution development. We use encryption, anonymization, and strict data governance protocols to protect sensitive information, while ensuring compliance with GDPR and other industry standards. Our cybersecurity services include anti-ransomware, antivirus, and identity protection measures to safeguard personal data. Additionally, we maintain secure data storage and backup practices, employing encryption methods, redundant systems, and regular backups. Esolvit holds certification from the Department of Defense (DoD) Cybersecurity Procurement Workshop, further demonstrating our expertise in cybersecurity and commitment to

safeguarding critical data. This is another key differentiating factor from Esolvit, to enable secure AI implementations.

e. Ongoing Data Strategy Evaluation: 1. Include a plan for periodic evaluation and updates to the data strategy to adapt to new regulatory changes and technological advancements.

Esolvit recognizes the dynamic nature of data management and emphasizes a continuous improvement approach. We conduct regular evaluations of our data strategy, assessing performance, monitoring regulatory compliance (including GDPR and CCPA), and reviewing emerging technologies. These evaluations identify areas for improvement, such as addressing data quality issues, adapting to new business objectives, and responding to regulatory changes. Based on these findings, we develop and implement a comprehensive update plan, including policy revisions, technology upgrades, and employee training. This iterative process ensures that our data strategy remains aligned with evolving business needs and regulatory requirements, maximizing its effectiveness and value.

2. Offer training or workshops for internal teams to manage and uphold the organization's data strategy post-consultation.

Please Refer to section 5.2.5(a,b,c) response for the following information.

5.3.6 Ethical AI Requirements

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

a. Ethical Framework Alignment: 1. The consultant must outline how proposed AI solutions align with industry-standard ethical guidelines and the organization's specific principles. 2. Define the consultant's approach to integrating fairness and inclusiveness into AI development to avoid discrimination or biased outputs. Here is the response for the point a (1,2)

Esolvit ensures to adhere to industry-standard ethical guidelines and the organization's specific principles. Ensure the training data is diverse and representative to avoid biases in the AI model's outputs and use techniques to identify and mitigate biases in the data and algorithms. Establish a process for regularly reviewing and updating the AI solution to maintain ethical standards and incorporate ethical principles into the design and development process. We develop models that can be understood and explained, enhancing trust and accountability.

We make the AI model's decision-making process transparent and understandable and take feedback from users and stakeholders from various backgrounds to ensure their needs and concerns are addressed to improve the model's fairness and inclusivity. We will ensure that our solutions are specifically designed to mitigate bias, foster inclusivity, and promote equitable outcomes for all stakeholders.

b. Bias Detection and Mitigation: 1. Establish methods for identifying and reducing bias in training data and algorithms. 2. Propose ongoing monitoring techniques to track bias throughout the deployment and operation of the AI system. c. Transparency Protocols: 1. Ensure AI models are understandable, with details on how decisions are made available to relevant stakeholders. 2. Include a documentation process that provides insight into data sources, decision logic, and model outputs.

Here is the response for the points b (1,2) and c (1,2)

Our AI solutions are designed to be transparent, fair, and unbiased. Our Bias mitigation strategies ensure fairness and inclusivity in AI development and deployment.

Here are some methods we use to identify and mitigate bias: We perform data audits to ensure data is representative of the population the model will serve and check for consistent and unbiased labeling of data. We evaluate model performance across different demographic groups and examine which features the model relies on heavily and if they introduce bias. Analyze the types of errors the model makes to identify patterns of bias. We will perform comprehensive data cleaning by removing noise, inconsistencies, and biases to enhance data quality and reliability. Additionally, we will conduct precise and unbiased data labeling to ensure the dataset is well-prepared for training and validating AI models effectively. We adhere to ethical guidelines and principles and make the model's decision-making process transparent. We regularly monitor AI systems for bias and take corrective actions to ensure their reliability.

To maintain the integrity of AI systems, it's crucial to implement robust monitoring techniques. Here are some effective methods we follow:

- Data Monitoring to Identify if the model is amplifying biases present in the data and continuously track performance metrics and monitor fairness metrics like demographic parity, equalized odds, and predictive parity. Analyze the types of errors the model makes to identify patterns of bias.
- Establish ethical review boards to oversee AI development and deployment and ensure diverse teams are involved in the development and maintenance of AI systems.
- Maintain transparency about the model's limitations and potential biases.
- Utilize automated tools to monitor data, model performance, and user feedback.
- Involve human experts to review and interpret the results of automated monitoring.

We maintain open communication channels to keep stakeholders informed and address any issues promptly. We ensure that our model's capabilities and limitations are presented clearly and concisely, allowing for full transparency. Regular updates on the model's performance and any changes in its behavior are provided to stakeholders to ensure they remain informed of any adjustments or improvements. Additionally, we design user interfaces that effectively communicate the model's decisions, incorporating interactive visualizations to help users understand the model's behavior and identify potential biases. We also generate natural language explanations of the model's decisions, making it easier for users to interpret the results and ensure alignment with organizational goals and ethical standards.

We provide real-time insights, giving NCTCOG's participating entities immediate access to data and reports on project status, resource allocation, and financial performance, empowering them to make more informed decisions. Additionally, we ensure full transparency in our data management by clearly documenting the origin of the data, including any external sources or internal databases, and specifying the data collection methods, sampling techniques, and any data cleaning or preprocessing steps.

d. Accountability Measures: 1. Define accountability measures for AI development and use, including tracking actions, decisions, and changes to the model. 2. Propose mechanisms for auditing AI solutions to ensure continued compliance with ethical standards. Here is the response for the points d(1,2)

Esolvit follows these key strategies to track actions, decisions, and changes to AI models: We provide detailed documentation to track the origin, processing, and storage of data used to train and test the model and record the decisions made during the development and deployment process, including reasons for specific choices. We maintain a detailed record of changes made to the model, data, or deployment environment. We implement a version control system to track different versions of the model and their associated code and maintain versions of the training and testing data to facilitate reproducibility and

analysis. We adhere to a comprehensive ethical framework for AI development and use and ensure compliance with relevant regulations and industry standards. We design systems that allow for human intervention and oversight, especially in critical decision-making processes.

e. Impact Assessments: 1. Include plans for conducting regular ethical impact assessments to evaluate potential societal, cultural, and operational impacts. 2. Provide a framework for addressing findings from these assessments with corrective actions when needed.

Here is the response for the points e(1,2)

Esolvit prioritizes responsible AI development and deployment. We conduct regular ethical impact assessments to evaluate potential societal, cultural, and operational impacts, including bias, privacy, and accountability. We continuously monitor AI systems for bias and implement corrective actions based on a rigorous framework that includes root cause analysis, detailed action plans, and thorough follow-up. This approach ensures that AI is developed and used responsibly.

5.4 DELIVERABLES

Deliverables include, but are not limited to, the following: a. Initial AI Strategy Report. b. Feasibility Study with AI Use Case Recommendations, including a detailed data strategy component. c. 5-Year AI Roadmap alongside a detailed AI Implementation Plan. d. Pilot Implementation Plan. e. Staff training Sessions and Knowledge Transfer Plan and Materials. f. Detailed documentation on ethical AI guidelines and measures incorporated. g. Final Project Report, including project evaluation, outcomes, and recommendations for further AI integration.

Here is the response for the points (a to g)

Esolvit possesses the expertise and experience to effectively guide NCTCOG's participating entities in their AI journey. We will deliver a comprehensive suite of services, including the development of customized AI strategies, the identification and prioritization of high-impact use cases, and the creation of 5-year roadmaps with phased implementation plans. Our team will lead the implementation of pilot projects, ensuring rigorous data preparation, robust model development, and thorough evaluation. We will provide comprehensive training programs to build internal AI expertise and foster a culture of AI-driven innovation within each participating entity.

Furthermore, we will establish a robust ethical AI framework, incorporating bias mitigation techniques and robust data privacy measures to ensure responsible AI development and deployment. Finally, we will provide comprehensive reports summarizing findings, recommendations, and lessons learned throughout the entire AI journey, ensuring transparency and continuous improvement.

5.8 WARRANTY/GUARANTEE

Please state in your proposal what warranty or guarantee may apply to the goods or services you are proposing.

Supplier warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Supplier agrees to assist the NCTCOG's participating entities in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that extends beyond the expiration of the supplier's warranty will be passed on to the participating entity.

APPENDIX A 1

Pricing for TXShare Cooperative Purchase Program Participants

Artificial Intelligence (AI) Consultancy Services

Item	Description	Price
1	Mid Level AI Strategist	\$200
2	Mid Level AI Architect	\$150
3	Mid Level Data Scientist	\$110
4	Mid Level Data Analyst	\$75
5	Mid Level Data Engineer	\$95
6	Mid Level MLOPS Engineer	\$85
7	Mid Level Data Architect	\$135
8	Mid Level Business Analyst	\$80
9	Mid Level ML Engineer	\$105
10	Mid Level DevOps Engineer	\$65
11	Mid Level GEN AI Engineer	\$130
12	Mid Level Application Developer	\$80
13	Mid Level Application Architect	\$100
14	Mid Level Database Administrator	\$90
15	Mid Level UI/UX Designer	\$65
16	Mid Level Backend Engineer	\$100
17	Mid Level Scrum Master	\$80
18	Mid Level Infrastructure Engineer	\$130
19	Mid Level Infrastructure Architect	\$125
20	Mid Level Project Manager	\$80
21	Mid Level Cloud Engineer	\$105
22	Mid Level Cybersecurity Engineer	\$90
23	Mid Level QA Testing	\$65
24	Senior Level AI Strategist	\$225
25	Senior Level AI Architect	\$175
26	Senior Level Data Scientist	\$150
27	Senior Level Data Analyst	\$110
28	Senior Level Data Engineer	\$125
29	Senior Level MLOPS Engineer	\$120
30	Senior Level Data Architect	\$170
31	Senior Level Business Analyst	\$120
32	Senior Level ML Engineer	\$120
33	Senior Level DevOps Engineer	\$100
34	Senior Level GEN AI Engineer	\$195
35	Senior Level Application Developer	\$100
36	Senior Level Application Architect	\$125
37	Senior Level Database Administrator	\$120
38	Senior Level UI/UX Designer	\$90
39	Senior Level Backend Engineer	\$120
40	Senior Level Scrum Master	\$100
41	Senior Level Infrastructure Engineer	\$140
42	Senior Level Infrastructure Architect	\$150
43	Senior Level Project Manager	\$120
44	Senior Level Cloud Engineer	\$120
45	Senior Level Cybersecurity Engineer	\$135
46	Senior Level QA Testing	\$90

APPENDIX A.2
Service Area Designation Forms

EXHIBIT 1: SERVICE DESIGNATION AREAS

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

(Exhibit 1 continued on next page)

(Exhibit 1 continued)

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

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

End of Exhibit 1

APPENDIX B

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

REQUIRED 2 CFR 200 CLAUSES

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

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

The following definitions apply to this statute:

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

10. Domestic Preference for Procurements

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

11. Trafficking in Persons

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

Check one of the following:

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

-OR-

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

B. Boddapu

Signature of Authorized Person

Usha Boddapu

Name of Authorized Person

Esolvit Inc.

Name of Company

05/08/2025

Date

APPENDIX C

RESTRICTIONS ON LOBBYING

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

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

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

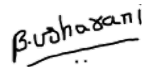
Subcontractors are also required to file with NCTCOG a disclosure form, set forth in Appendix B.2, if the subcontractor or its employees have made or have agreed to make any payment using nonappropriated funds (to include profits from any federal action), which would be prohibited if paid for with appropriated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

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

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

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

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



Signature

CEO/Founder

Title

Esolvit Inc.

Agency

05/08/2025

Date

APPENDIX D
PROHIBITED TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR
EQUIPMENT CERTIFICATION

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

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

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

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

Check one of the following:

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

-OR-

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

Bushoani

Signature of Authorized Person

Usha Boddapu

Name of Authorized Person

Esolvit Inc.

Name of Company

05/08/2025

Date

DISCRIMINATION AGAINST FIREARMS ENTITIES OR FIREARMS TRADE
ASSOCIATIONS

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

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

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

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

Check one of the following:

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

-OR-

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

Bushaxani

Signature of Authorized Person

Usha Boddapu

Name of Authorized Person

Esolvit Inc.

Name of Company

05/08/2025

Date

BOYCOTTING OF CERTAIN ENERGY COMPANIES

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

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

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

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

Check one of the following:

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

-OR-

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

B. Usha Boddapu

Signature of Authorized Person

Usha Boddapu

Name of Authorized Person

Esolvit Inc.

Name of Company

05/08/2025

Date

APPENDIX E
DEBARMENT CERTIFICATION

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

Neither Esolvit Inc., 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:

None

Signature of Certifying Official

Title

Date of Certification

Form 1734
Rev.10-91
TPFS