

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

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

Esolvit, Inc. ("<u>Contractor</u>") 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) Solutions for Public Sector Entities (hereinafter, "Services") to governmental entities participating in the TXShare program (hereinafter "Participating Entities"). The Contractor is being retained to provide services described below to Participating Entities based on the Contractor's demonstrated competence and requisite qualifications to perform the scope of the services described herein and in the Request for Proposals #2025-018 (hereinafter, "RFP"). The Contractor demonstrated they have the resources, experience, and qualifications to perform the described services, which is of interest to Participating Entities and was procured via the RFP. NCTCOG agrees to and hereby does retain the Contractor, as an independent contractor, and the Contractor agrees to provide services to Participating Entities, in accordance with the terms and conditions provided in this Agreement and consistent with Contractor's response to the RFP.

ARTICLE II SCOPE OF SERVICES

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

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

2.4 Percentage discounts for items in Appendix A represent the minimum discounts provided for each category offered by the Contractor. Contractor and Participating Entity may mutually agree to a greater percentage discount for any item covered under this agreement.

2.5 NCTCOG Obligations

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

2.6 Participating Entity Obligations.

- 2.6.1 In order to utilize the Services, Participating Entities must have executed a Master Interlocal Agreement for TXShare with NCTCOG. This agreement with the Participating Entity will define the legal relationship between NCTCOG and the Participating Entity.
- 2.6.2 In order to utilize the Services, Participating Entities must execute a Purchase Order with the Contractor. This agreement with the Participating Entity will define the Services and costs that the Participating Entity desires to have implemented by the Contractor.

2.7 Contractor Obligations.

- 2.7.1 Contractor must be able to deliver, perform, install, and implement services with the requirements and intent of RFP #2025-018.
- 2.7.2 If applicable, Contractor shall provide all necessary material, labor and management required to perform this work. The scope of services shall include, but not be limited to, items listed in Appendix A.
- 2.7.3 Contractor agrees to market and promote the use of the SHARE awarded contract whenever possible among its current and solicited customer base. Contractor shall agree to follow reporting requirements in report sales made under this Master Services Agreement in accordance with Section 4.2.

ARTICLE III TERM

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

- 3.2.1 <u>Termination for Convenience</u>: 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 <u>Termination for Cause</u>: 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 <u>Termination for Breach</u>: 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 of 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

If to Contractor: Esolvit, Inc.

Attn: Usha Boddapu

11675 Jollyville Road, Suite 152

Austin, TX 78759 Phone: 512-350-9564 Email: usha@esolvit.com

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

- 9.2 **Tax.** NCTCOG and several participating entities are exempt from Texas limited sales, federal excise and use tax, and does not pay tax on purchase, rental, or lease of tangible personal property for the organization's use. A tax exemption certificate will be issued upon request.
- 9.3 Indemnification. Contractor shall defend, indemnify, and hold harmless NCTCOG and Participating Entities, NCTCOG's affiliates, and any of their respective directors, officers, employees, agents, subcontractors, successors, and assigns from any and all suits, actions, claims, demands, judgments, liabilities, losses, damages, costs, and expenses (including reasonable attorneys' fees and court costs) (collectively, "Losses") arising out of or relating to: (i) Services performed and carried out pursuant to this Agreement; (ii) breach of any obligation, warranty, or representation in this Agreement, (iii) the negligence or willful misconduct of Contractor and/or its employees or subcontractors; or (iv) any infringement, misappropriation, or violation by Contractor and/or its employees or subcontractors of any right of a third party; provided, however, that Contractor shall have no obligation to defend, indemnify, or hold harmless to the extent any Losses are the result of NCTCOG's or Participating Entities' gross negligence or willful misconduct.
- 9.4 **Limitation of Liability.** In no event shall either party be liable for special, consequential, incidental, indirect or punitive loss, damages or expenses arising out of or relating to this Agreement, whether arising from a breach of contract or warranty, or arising in tort, strict liability, by statute or otherwise, even if it has been advised of their possible existence or if such loss, damages or expenses were reasonably foreseeable.

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

- 9.5 Insurance. At all times during the term of this Agreement, Contractor shall procure, pay for, and maintain, with approved insurance carriers, the minimum insurance requirements set forth below, unless otherwise agreed in a Purchase Order between Contractor and Participating Entities. Further, Contractor shall require all contractors and sub-contractors performing work for which the same liabilities may apply under this Agreement to do likewise. All subcontractors performing work for which the same liabilities may apply under this contract shall be required to do likewise. Contractor may cause the insurance to be effected in whole or in part by the contractors or sub-contractors under their contracts. NCTCOG reserves the right to waive or modify insurance requirements at its sole discretion.
 - 9.5.1 Workers' Compensation: Statutory limits and employer's liability of \$100,000 for each accident or disease.
 - 9.5.2 Commercial General Liability:
 - 9.5.2.1 Required Limits:

\$1,000,000 per occurrence;

\$3,000,000 Annual Aggregate

9.5.2.2 Commercial General Liability policy shall include:

9.5.2.2.1 Coverage A: Bodily injury and property damage;

- 9.5.2.2.2 Coverage B: Personal and Advertising Injury liability;
 9.5.2.2.3 Coverage C: Medical Payments;
 9.5.2.2.4 Products: Completed Operations;
- 9.5.2.2.5 Fire Legal Liability;
- 9.5.2.3 Policy coverage must be on an "occurrence" basis using CGL forms as approved by the Texas State Board of Insurance.
- 9.5.3 Business Auto Liability: Coverage shall be provided for all owned hired, and non-owned vehicles. Required Limit: \$1,000,000 combined single limit each accident.
- 9.5.4 Professional Errors and Omissions liability:
 - 9.5.4.1 Required Limits:

\$1,000,000 Each Claim

\$1,000,000 Annual Aggregate

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

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

ARTICLE X ADDITIONAL REQUIREMENTS

- 10.1 **Equal Employment Opportunity**. Contractor shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, sexual orientation, gender identity, or national origin. Contractor shall take affirmative actions to ensure that applicants are employed, and that employees are treated, during their employment, without regard to their race, religion, color, sex, sexual orientation, gender identity, or national origin. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
- 10.2 **Davis-Bacon Act.** Contractor agrees to comply with all applicable provisions of 40 USC § 3141 3148.
- 10.3 **Contract Work Hours and Selection Standards.** Contractor agrees to comply with all applicable provisions of 40 USC § 3701 3708 to the extent this Agreement indicates any employment of mechanics or laborers.
- 10.4 **Rights to Invention Made Under Contract or Agreement.** Contractor agrees to comply with all applicable provisions of 37 CFR Part 401.
- 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

<u>Compliance with Regulations</u>: 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.

<u>Information and Reports:</u> 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.

<u>Sanctions for Noncompliance:</u> 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.

<u>Incorporation of Provisions:</u> 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).
- 1. 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.

10.23 **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) use forced 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.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

Esolvit, Inc.		North Central Texas Council of Governments	
Bushavani	05/02/2025	signed by: Mike Eastland	5/7/2025
Signature	Date	Signature Michael Eastland Executive Director	Date
Usha Boddapu		Executive Director	
Printed Name			
CEO/Founder			
Title			

APPENDIX A Statement of Work

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

- 1. The Contractor shall be responsible for the design, development, deployment, and ongoing support of customized Artificial Intelligence (AI) solutions. These solutions must:
 - a. Address and solve specified operational and strategic challenges.
 - b. Integrate seamlessly with existing agency systems and databases.
 - c. Be intuitive, user-friendly, and accessible to a broad range of stakeholders.
 - d. Include end-user training, system documentation, and ongoing support for staff.
 - e. Provide ongoing maintenance, upgrades, and compliance assurance with applicable data security and privacy standards.
 - f. Ensure data security and privacy compliance in alignment with state and federal regulations.

2. Technical Requirements

The Contractor shall ensure that all AI solutions meet the following technical specifications:

- a. Scalability: Must support growth in both data volume and user interaction without degradation of performance.
- b. System Integration: Solutions must integrate with existing platforms.
- c. Security frameworks: MDM, IAM, SIEM, and related infrastructure
- d. Real-Time Analytics: Must provide real-time data analysis and reporting.
- e. Data Security & Privacy Compliance: Adherence to standards such as GDPR, HIPAA, and CCPA are required.
- f. Natural Language Processing (NLP): Advanced NLP capabilities must be embedded to support diverse and accurate user interactions.
- g. Accuracy & Validation: Contractor must demonstrate and maintain a high level of system accuracy and describe methods for validation and quality assurance.
- h. Algorithm Transparency: Solutions must include clear documentation of AI algorithms, approaches to mitigating bias, validation processes, and explainability.
- i. Continuous Improvement: Solutions must include features for ongoing learning, with mechanisms to incorporate feedback and improve performance over time.
- j. Interoperability: AI systems must comply with open standards and be capable of integrating with current and future digital infrastructure.
- k. Quality Control: Contractor shall maintain rigorous quality control protocols to ensure consistent and reliable system performance.

3. Data Governance

The Contractor must implement the following data governance practices:

- a. Data Integrity and Accuracy: Ensure reliable data quality through lifecycle validation checks and automated error correction.
- b. Data Privacy Compliance: Adhere to all relevant privacy laws. Implement data anonymization and pseudonymization as needed and obtain/document user consent for data collection and use.
- c. Access Controls: Implement role-based access controls and multi-factor authentication (MFA) for all sensitive data access.
- d. Data Retention and Disposal: Define and adhere to policies for secure data retention and disposal.
- e. Data Auditing and Monitoring: Regular auditing must be conducted, and access/modification logs must be maintained and made available upon request.

4. Cybersecurity Requirements

The Contractor shall maintain strong cybersecurity practices throughout the contract period:

- a. Threat Detection & Response: Deploy AI-based threat detection tools. Define incident response plans and test them regularly.
- b. Encryption: Utilize end-to-end encryption (AES-256, RSA-2048, etc.) for both data in transit and at rest.

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

D. Significant Requirements Not Met

Clearly state any significant requirements from the Scope of Work that your organization is unable to meet. Provide a rationale for why these requirements cannot be met and suggest any potential alternatives or solutions. If applicable, identify any subcontractors or third-party services that are utilized to fulfill this RFP. Provide a general explanation chart that specifies project leadership and reporting responsibilities and how the team will interface with NCTCOG and Participating Entities project management and team personnel.

Esolvit acknowledges that the project scope of work is not fully defined. As the use cases are identified and prioritized we will address any potential challenges or aspects of the project where full compliance may not be possible. Esolvit has established a **Client Engagement & Excellence Team** dedicated to NCTCOG. This team will work closely with NCTCOG to discuss possible approaches and solutions, ensuring that we continue to make progress and meet the overall goals of the project.

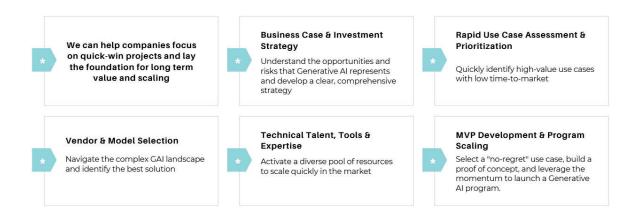
For more information on Esolvit's Client Engagement & Customer Excellence Team please refer to Section 2.2 Execution.

4. Technical Proposal

This section should constitute the major portion of the submittal. Respondents are required to clearly identify which project deliverables their proposed solution addresses (refer to Section 5.1) and detail their capabilities, knowledge, and skills related to the desired deliverables, objectives, technical requirements, and expectations as outlined in Section 5.0: Specifications. The Technical Proposal should include, but not be limited to, the following:

A. Project Deliverables

Clearly specify how your proposed solution addresses each deliverable outlined in Section 5.1, including detailed descriptions of functionalities and approaches for each challenge objective.



Here are the use cases Esolvit proposes and addresses for various NCTCOG's participating entities mentioned in Section 5.1. We have identified use cases by each department and our comprehensive technical approach in section 4B addresses the AI technology stack, our proposed methodology and leveraging industry best practices and standards, addresses each deliverable outlined in section 5.1 (5.1. - sub-sections a to n in the RFP document).

a. Administration: How can AI assist in strategic planning, policy analysis, performance tracking, and enhance decision-making processes for effective city governance?

Esolvit proposes advanced Al-driven solutions to address administrative operational challenges, enabling more efficient and effective city governance through the following capabilities:

- 1. Strategic Planning: Esolvit leverages Al-powered predictive analytics to transform strategic planning for city administrators, enabling data-driven and proactive decision-making. By analyzing historical data and real-time inputs, Al identifies trends and patterns to forecast population growth, housing demands, and transportation needs, supporting infrastructure development and long-term planning by zip codes, cities or municipalities. We could also do the geospatial analysis for city planning activities for zoning etc. These insights help allocate resources efficiently, prioritizing funding for high-impact projects such as expanding healthcare facilities or enhancing emergency response services. Esolvit can support disaster preparedness by modeling potential natural disasters and optimizing emergency response plans.
- **2. Policy Analysis:** Esolvit utilizes advanced Natural Language Processing (NLP) algorithms to analyze policy, enabling administrators to make informed, data-driven decisions. By analyzing vast amounts of policy documents, community feedback, and regulatory guidelines, AI can identify inconsistencies, gaps, or overlaps in existing policies. It evaluates the effectiveness of current policies by correlating them with measurable outcomes, providing insights into what is working and what requires improvement. We can also model the potential impact of proposed policies using AI-powered simulations, helping administrators predict economic, social, and environmental effects before implementation. This ensures that new policies align with city goals and community needs, fostering inclusivity and accountability.
- **3. Performance Tracking:** Esolvit's Al-driven performance tracking solutions streamline the monitoring of key performance indicators (KPIs) across multiple city departments. By automating the collection and analysis of performance data, we can create real-time dashboards that provide dynamic visualizations of progress and achievements. Machine learning algorithms continuously process data, offering insights into operational efficiency, project timelines, and resource allocation. This allows city leaders to quickly identify areas that may require attention, such as bottlenecks or underperforming initiatives, and make timely adjustments. By providing real-time updates, Al enhances transparency, ensuring accountability and allowing for proactive decision-making.
- **4. Enhanced Decision-Making:** Esolvit's AI solutions enable enhanced decision-making by integrating data from diverse sources into a centralized platform. This unified approach allows city officials to leverage AI models for comprehensive scenario analysis, providing insights into the potential outcomes of various decisions. Machine learning algorithms can evaluate risks, forecast impacts, and assess resource requirements, helping leaders make informed choices. By identifying patterns in historical and real-time data, Esolvit's proprietary solutions empower officials to prioritize initiatives based on urgency, feasibility, and alignment with city goals.

By deploying these AI-driven solutions, Esolvit enables city administrations to operate more efficiently, make informed decisions, and implement policies that foster sustainable and effective governance.

b. Development Services: How can AI streamline permit applications, automate inspection scheduling, and improve communication with developers and residents?

Esolvit is committed to leveraging AI to enhance operational efficiency, transparency, and communication in development services. Our proposed solutions address the critical challenges of streamlining permit applications, automating inspection scheduling, and improving communication with developers and residents.

- 1. Streamlining Permit Applications: Esolvit proposes an Al-powered document processing system that uses Natural Language Processing (NLP) to automate the review and validation of permit applications. This solution ensures that submissions meet compliance requirements, significantly reducing processing times. An intelligent chatbot can be integrated into the application portal to guide applicants to the right policy and permit documents, answer frequently asked questions, and provide real-time updates on application status. We use Machine Learning (ML) algorithms to flag incomplete or incorrect submissions, ensuring fewer errors and faster approvals.
- **2. Automating Building Inspection Scheduling:** To address challenges in scheduling, Esolvit offers an Al-driven scheduling tool that optimizes the building inspection planning. This solution analyzes factors such as inspector availability, location, priority of inspections, and historical data to create efficient schedules. Route optimization algorithms further minimize travel time for inspectors, increasing the number of inspections completed daily. Automated notifications and reminders ensure that all stakeholders are informed about scheduled inspections and any changes.
- **3.** Improving Communication with Developers and Residents: Esolvit proposes the deployment of AI-driven automated Gen AI Agents, ensuring stakeholders remain informed and engaged through personalized emails and SMS notifications, providing real-time updates on application statuses, reminders for deadlines, and alerts for scheduled inspections eliminating the need for manual intervention. Additionally, Esolvit proposes AI-powered, user-friendly online apps where applicants can track application statuses, view inspection schedules, and communicate directly with staff. These portals feature intelligent chatbots for instant support and AI-based search functionalities, enabling users to quickly access the information they need. This integrated approach improves transparency, accessibility, and enhanced user experience for developers and residents.

Esolvit's AI solutions are designed to increase efficiency, reduce manual effort, and improve the overall experience for developers and residents.

c. Event Center: What AI-driven solutions can enhance customer engagement, streamline ticketing processes, and optimize event management?

Esolvit aims to revolutionize the operations of event centers by integrating advanced Al-driven solutions to enhance customer engagement, streamline ticketing processes, and optimize event management. These solutions will address key operational challenges while ensuring scalability, efficiency, and improved user experiences.

- 1. Customer Service Chat Agent: To enhance customer engagement, we propose deploying Al-powered chatbots and virtual assistants capable of providing real-time responses to attendee queries. These assistants can handle inquiries about event schedules, directions, and ticket purchases, as well as offer post-event support. Their 24/7 availability ensures improved customer satisfaction and seamless communication.
- 2. Virtual Tours: Al-enhanced augmented reality (AR) and virtual reality (VR) experiences will immerse attendees in virtual tours of the event venue, allowing potential attendees to explore seating arrangements, amenities, or exclusive areas before making a purchase. For example, a VR headset could simulate walking through the venue, viewing stages, or experiencing premium seating areas. This level of immersion helps attendees visualize the event experience, increasing their likelihood of purchasing tickets and upgrading to premium options. Digital Twins of the events can be built using these technologies.
- **3. Dynamic Pricing:** For ticketing processes, **dynamic pricing algorithms** will be implemented to adjust ticket prices in real time based on demand, seating availability, and event timing. This

approach optimizes revenue while maintaining affordability for attendees. To prevent ticket fraud, Al-based fraud detection systems will be utilized to identify counterfeit tickets through purchase pattern recognition and anomaly detection. Furthermore, the integration of Al-enabled smart ticketing platforms will enable facial recognition or QR code technology, ensuring secure and seamless entry. These platforms will reduce wait times, enhance user experiences, and improve operational efficiency.

- **4. Schedule Optimization:** Optimizing event management will involve leveraging **Al-powered scheduling tools** to create efficient schedules for performers, staff, and event timelines. These tools will optimize resource allocation while meeting the needs of stakeholders. Additionally, **Al-driven resource optimization analytics** will ensure efficient allocation of seating, staff, catering, and other resources based on real-time attendee data and event requirements. This ensures that resources are utilized effectively while maintaining high service standards.
- d. Economic Development: What Al-driven solutions can attract investment, facilitate business development, and streamline processes for economic growth?

Esolvit proposes a variety of Al-driven solutions to foster economic development, attract investment, and streamline business development processes:

- 1. Investment Opportunities: Al can analyze global economic trends, local industry performance, and historical data to identify high-potential investment opportunities. By predicting the sectors with the highest growth potential, Al can help governments target relevant investors and tailor their pitches to match the needs of businesses seeking new markets. Esolvit also performs Al-powered data analytics for market analysis and business intelligence that can provide real-time insights into market trends, competition, and consumer behavior, allowing governments to make informed decisions about which industries to prioritize for development. These tools can also help identify gaps in the market that new businesses can fill, providing strategic guidance for economic planning.
- **2. Business Growth Potential:** Esolvit's Al-driven solutions facilitate business development and streamline processes to promote economic growth and create a thriving business environment. **Al-powered business matching platforms** connect businesses with potential partners, suppliers, and customers, fostering collaboration and expanding market reach. By leveraging **predictive analytics**, businesses can analyze data like sales, customer behavior, and market trends to forecast growth potential, identify improvement areas, and craft effective expansion strategies.
- **3. Operational Efficiencies:** To streamline processes, Esolvit proposes **Al-driven permitting and licensing systems** to automate and accelerate the approval of business permits and licenses, reducing bureaucratic delays and enabling faster business startups. Additionally, **predictive maintenance solutions** can monitor and prevent infrastructure failures, such as power outages or transportation disruptions, ensuring minimal downtime and a stable environment for business operations.
- e. Finance and Budget: What AI solutions can support financial forecasting, optimize budget allocation, detect anomalies, and improve overall financial management and reporting?
- 1. Financial Forecasting: Esolvit can significantly enhance financial forecasting by leveraging historical data and advanced analytics techniques, such as predictive analytics and machine learning algorithms like regression models and time-series analysis. These methods identify short-term and long-term trends, adapting to changes over time. By incorporating qualitative insights from economic indicators, market sentiment, and competitive landscape, Esolvit refines forecasts for more

comprehensive financial planning. Additionally, large language models (LLMs) support this process by analyzing unstructured data, such as financial reports and news articles, to extract insights that enhance predictions. LLMs also provide real-time updates, ensuring forecasts remain adaptable and responsive to market shifts.

- **2. Budget Optimization:** Esolvit can optimize budget allocation by analyzing historical spending patterns, resource utilization, and performance metrics. By applying machine learning models, NCTCOG's participating entities can predict the future needs of various departments and allocate funds accordingly. We leverage AI tools to assess factors like seasonality, project timelines, and departmental priorities to ensure that budgets are aligned with organizational goals and demand. Furthermore, we can continuously monitor budget performance, providing real-time adjustments based on actual spending and emerging trends.
- **3. Anomaly Identification:** We use machine learning algorithms to analyze historical financial data, identify patterns, and spot unusual transactions or behavior that deviate from established norms. By applying techniques such as unsupervised learning, clustering, and statistical methods, we can flag potential discrepancies, fraudulent activities, or budgeting errors. These systems continuously monitor financial transactions in real-time, providing instant alerts when anomalies are detected, enabling quick intervention to mitigate risks. Additionally, we learn from historical anomalies to improve detection accuracy over time, ensuring more reliable and efficient financial oversight.

f. Human Resources (HR): How can AI solutions automate HR processes, enhance employee engagement, and transform recruitment and onboarding experiences?

Esolvit offers our patented Al-driven solution that automates HR processes, enhances employee engagement, and transforms recruitment and onboarding experiences. Our proprietary platform Arytic streamlines workflows, personalized employee experiences, and ensures efficient, data-driven talent acquisition.

- 1. Transforming HR with Arytic: Esolvit's Patented Next-Gen AI Predictive Hiring PlatformAt Esolvit, we are proud to present Arytic, our patented AI solution and proprietary intelligence that represents the pinnacle of our expertise in artificial intelligence, machine learning, and psychometrics. Designed to transform talent acquisition, Arytic improves job matching, enhances employee retention, and ensures organizational fit, making it a game-changer in the recruitment industry. Esolvit has spearheaded Arytic's development, leveraging over eight years of research, innovation, and refinement. Our team of data scientists, AI specialists, and product engineers has integrated cutting-edge AI algorithms and psychometric assessments to create a platform that not only streamlines the recruitment process but also provides deep insights into candidates' personalities, skills, and cultural alignment. Arytic stands as a testament to Esolvit's commitment to innovation and excellence in HR technology
- 2. Al-Driven Recruitment Automation: Arytic's Al capabilities bring efficiency and precision to the hiring process through various advanced features. Predictive Candidate Matching uses Al algorithms to analyze skills, experience, job history, and company culture fit, ensuring candidates with the highest success potential are matched to roles, reducing mismatches and improving hire quality. Resume Parsing and Screening automates the extraction of relevant details from resumes, enabling recruiters to quickly identify the most suitable candidates and save significant time. Our Al-powered chatbots interact with applicants by providing real-time updates on application status, answering FAQs, and scheduling interviews without manual intervention. Arytic also supports Diversity Hiring by leveraging Al models to analyze candidate pools and promote unbiased hiring practices, ensuring equitable representation based on skills and qualifications. Additionally, Arytic facilitates Talent Pool Creation and Management, allowing HR teams to build dynamic talent pipelines by storing and

categorizing candidates for future roles, ensuring easy access to pre-screened talent when vacancies arise.

- **3. Enhancing Employee Engagement:** Arytic enhances employee satisfaction and performance through Al-driven insights and tailored solutions. With Al-Powered Feedback Analysis, Arytic continuously monitors employee feedback and analyzes sentiment to identify trends, engagement levels, and areas for improvement. Its Personalized Career Development feature recommends targeted training and development programs based on individual employee profiles, career aspirations, and skill gaps, enabling personalized growth plans that foster long-term loyalty and satisfaction. Engagement Surveys are automated and customized to measure morale, collect feedback, and address employee concerns promptly. Additionally, Predictive Retention Analytics leverages Al to detect early warning signs of potential employee attrition, enabling proactive measures to retain top talent.
- **4. Transforming Onboarding Experiences:** Arytic redefines onboarding by integrating automation and personalization to enhance the new hire experience. Custom Onboarding workflows create tailored plans for each hire based on their role, department, and individual needs, reducing onboarding time and improving productivity by providing the right resources and guidance. Automated Compliance Tracking streamlines the collection and verification of documents, ensuring adherence to legal and organizational requirements while generating automated reminders and alerts to minimize manual follow-ups. With Digital Onboarding Portals, new hires gain access to self-service platforms that include training modules, organizational charts, policy documentation, and task checklists, delivering an interactive and resource-rich onboarding experience. Additionally, Virtual Onboarding Assistance utilizes Al-driven assistants to guide new hires through the process, ensuring every step is completed seamlessly.

Arytic's Al-driven modules transform the overall Human Resources processes, by streamlining recruitment workflows by automating tasks, while engagement monitoring tools track and enhance employee satisfaction. Its predictive capabilities enable the development of an end-to-end onboarding process, delivering faster, personalized experiences that reduce time-to-productivity for new hires. Additionally, Arytic provides detailed reporting and analytics dashboards, empowering HR managers with real-time insights into progress and key performance indicators (KPIs). The platform drives significant outcomes, including up to a 70% reduction in time-to-hire, improved talent retention through enhanced engagement, and actionable insights into market trends for informed HR decision-making.

- g. Information Technology and Cybersecurity (IT): How can AI solutions alleviate the workload of IT personnel? Can they automate Help Desk support, streamline processes, create documentation for IT service domain knowledge, assist with cybersecurity threat detection, or take a proactive role in auditing and cyber defense?
- 1. Help Desk Automation: Esolvit proposes Al-driven solutions to automate Help Desk support, significantly reducing the workload of IT personnel. Al-powered chatbots can be implemented to handle common IT issues such as password resets, software installations, and basic troubleshooting, enabling immediate assistance. Additionally, Esolvit's AI can automate incident ticketing by intelligently creating and prioritizing tickets based on user inquiries and system logs, streamlining the incident management process. This results in a more efficient IT support system, reducing response times and ensuring timely resolution of technical issues.
- **2. Streamline Processes:** Esolvit's AI solutions can automate the creation and updating of documentation for IT service domain knowledge, ensuring that accurate and current information is always available. Al-powered knowledge base generation tools can automatically generate technical

documentation, such as user manuals, troubleshooting guides, and how-to articles, based on system updates, support tickets, and frequently asked questions. This ensures that both IT staff and end-users have easy access to reliable resources, improving efficiency, reducing errors, and enhancing overall service delivery.

3. Cybersecurity Threat Detection: We leverage advanced threat intelligence and analysis. By analyzing security logs, network traffic, and threat intelligence feeds, AI can detect cyber threats in real-time, including malware, phishing attacks, and other malicious activities. Additionally, 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.

Cybersecurity & Penetration Testing Services:

- 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.

h. Library Services: What AI technologies can provide a personalized user experience, improve catalog searches, and offer automated assistance?

To enhance the functionality and accessibility of library service and meet the evolving needs of users, we propose a suite of Al-driven solutions designed to personalize user experiences, streamline catalog searches, and deliver automated assistance. Below is a detailed overview of the proposed Al solutions and their benefits.

- **1. Personalized Recommendations:** Leveraging Al-powered recommendation systems, the library can provide a highly personalized user experience by analyzing individual user behavior, borrowing history, and preferences. These systems will offer tailored suggestions for books, journals, multimedia, and other resources, ensuring that each user discovers materials most relevant to their interests. This will encourage deeper engagement with the library's offerings and foster a stronger connection between users and the institution.
- **2. Smart Catalog Search**: Using natural language processing (NLP) and machine learning, we will develop an intelligent catalog search system that transforms the way users explore library resources. This system will go beyond basic keyword matching, incorporating advanced features such as conversational search capabilities, contextual understanding, and semantic matching. Users will be able to search in a more intuitive manner, even with limited expertise in constructing queries. This approach will significantly improve the accuracy and relevance of search results, making it easier to locate and access the resources they need.
- **3. Automated Administrative Tasks:** Routine administrative processes, such as cataloging new resources, sending overdue reminders, and tracking resource usage patterns, can be time-consuming

for library staff. Through machine learning algorithms, AI can scan and interpret metadata like author names, titles, publication dates etc automatically assigning correct classifications, tags, and categories. We can automate overdue reminder notifications by tracking due dates and sending personalized emails or SMS alerts, customized based on user behavior, and escalated according to the duration of overdue items. Routine communication tasks can also be streamlined with AI-driven chatbots or virtual assistants, which handle common queries and assist with account management, reducing staff workload.

i. Municipal Courts: How can AI support efficient case management, automate routine inquiries, and improve citizens' access to legal information?

Esolvit offers comprehensive Al-driven solutions to overcome operational challenges in municipal courts by improving efficiency, automating processes, and enhancing accessibility.

- 1. Al-Powered Case Management Systems: streamline the organization and tracking of cases, automate hearing schedules, and manage legal documentation seamlessly. These systems use advanced algorithms to categorize and prioritize cases based on urgency, complexity, and other predefined criteria, ensuring that critical matters are addressed promptly. They can automate hearing schedules by analyzing case data, court availability, and resource allocation, creating optimized timetables that reduce scheduling conflicts and minimize delays. Additionally, these systems manage legal documentation seamlessly by digitizing records, enabling secure storage, quick retrieval, and easy sharing among stakeholders. By integrating intelligent search capabilities, they allow court staff to locate relevant case files or precedents real-time. This enhances efficiency and reduces administrative workloads.
- 2. Al-Chat Agents: To manage routine inquiries efficiently, Esolvit integrates Al-driven chatbots and virtual assistants designed to deliver instant, real-time responses to common questions, such as court hours, payment methods, and case status updates. We use Natural Language Processing (NLP) capabilities to understand and respond accurately to user queries, offering a seamless and user-friendly experience. Our chatbots offer document summarization, contextual retrieval and Trend analysis and insights. We use Al to automatically identify and highlight key sections of documents. This is particularly useful for lengthy reports or cases where decision-makers need to quickly understand essential content without reading the entire text. By aggregating and analyzing content across documents, we help identify trends and provide insights that are not immediately obvious, aiding in strategic decision-making.
- **3. Citizens Access:** For improving citizens' access to legal information, Esolvit leverages advanced Natural Language Processing (NLP) algorithms to create user-friendly online portals that democratize access to legal resources. These intuitive portals provide citizens with seamless access to legal documents, explain complex court procedures in plain and comprehensible language, and deliver personalized guidance tailored to individual queries. By integrating these Al-driven solutions, Esolvit enables municipal courts to simplify legal processes, enhance transparency, and empower citizens with the knowledge they need to navigate the judicial system effectively. This approach not only boosts operational efficiency but also strengthens citizen engagement and ensures equitable access to justice for all members of the community.

j. Parks and Recreation: What AI solutions can enhance program management, registration processes, and personalized recommendations for recreational activities?

Esolvit proposes a range of Al-driven solutions that address the operational challenges faced by parks and recreation departments in program management, registration processes, and personalized recommendations for recreational activities. Esolvit leverages Al to optimize parks and recreation

management by enhancing predictive demand forecasting, automating scheduling, and mitigating safety risks. We use AI to analyze historical registration data, weather patterns, and community demographics to accurately predict demand for various programs, allowing for better resource planning. It ensures that popular activities are adequately staffed and equipped, while minimizing resources for less in-demand programs. Additionally, using AI, we automate the scheduling of recreational programs and allocates resources efficiently, factoring in demand forecasts, instructor availability, and facility utilization to avoid overbooking and maximize resource use. Esolvit's AI solutions also analyze real-time data to identify potential safety hazards in parks, enabling proactive risk mitigation and improving safety protocols to ensure a secure environment for all visitors.

- **1. Registration Automation:** Esolvit streamlines registration processes by implementing Al-powered registration portals and chatbot assistance. The user-friendly online portals feature automated form completion, personalized activity recommendations, manage waitlists and secure online payment options, enhancing the registration experience for residents.
- k. Parks Maintenance: How can AI improve maintenance scheduling, optimize resource allocation, and facilitate better communication with residents?
- 1. Maintenance Scheduling: Esolvit enhances park maintenance operations by implementing Al-driven solutions that optimize scheduling and resource allocation. Predictive maintenance algorithms analyze historical data, weather patterns, and park usage to forecast potential equipment failures and identify areas that are susceptible to damage. By proactively scheduling preventative maintenance, we help parks minimize costly emergency repairs and ensure that facilities remain in optimal condition. Additionally, we leverage Al to automate the creation of work orders, prioritizing tasks based on factors such as urgency, safety concerns, and resource availability.
- 2. Resource Optimization: To optimize resource allocation in park maintenance we utilize historical data, weather forecasts, and real-time park usage patterns, using AI to predict maintenance demands and resource requirements, allowing for proactive scheduling and allocation of personnel, equipment, and materials. This predictive approach ensures that maintenance activities are aligned with park needs, reducing downtime and improving operational readiness. Additionally, we optimize inventory management by monitoring stock levels of maintenance supplies and adjusting them dynamically based on usage trends, reducing waste and ensuring materials are always available when needed.
- **3. Resident Communications:** To facilitate better communication with residents in park maintenance, Esolvit proposes the integration of Al-powered platforms designed to enhance engagement, transparency, and responsiveness. Through the deployment of an Al-driven communication system, residents will be able to receive real-time updates on park maintenance schedules, closures, and upcoming projects via personalized notifications sent through email, SMS, or mobile apps.
- m. Utility Billing: How can AI automate billing inquiries, streamline payment processes, and provide real-time updates on utility usage?
- 1. Utility Al Assistant: Esolvit's Al Assistant provides customers and customer support teams real-time answers, insights, and recommendations about residential energy use. Interactive features are designed to improve customer satisfaction scores, reduce customer support calls, and increase enrollment in utility programs.
- **2. AI Advisor:** Esolvit can model the impact of buying an EV, enrolling in a new rate plan, or installing solar, so that customers are empowered to have their own online personal energy advisor to help

make the best possible energy decisions to lower their bills and improve their energy experience. This uses the approach of predictive analytics and recommendation engines based on AI.

- **3. Customer Service Chat Agent:** Esolvit can enhance the billing process by automating various aspects, from handling common inquiries to resolving disputes. Al-powered chatbots and virtual assistants can interact with customers through various channels, understand their queries using natural language processing, and provide instant, personalized responses using Generative Al. They can automate bill explanations, analyze usage data to identify discrepancies. Furthermore, Al enables 24/7 support, streamlines dispute resolution without the need for human intervention.
- **4. Payment Optimization:** Esolvit can streamline payment processes by automating billing, optimizing payment methods, and offering personalized payment plans. Through machine learning, AI can predict optimal payment times based on customer behavior and usage patterns, automatically setting up recurring payments and reducing late fees. It can integrate with payment gateways to process transactions quickly and accurately, ensuring seamless billing experiences for customers. Additionally, AI-powered systems can offer flexibility by analyzing real-time usage data to recommend customized payment plans, adjusting bills according to consumption, and providing dynamic payment options.
- **5. Smart Meters:** Esolvit can provide real-time updates on utility usage by leveraging smart meters and sensors integrated with machine learning algorithms. These systems continuously monitor energy, water, or gas consumption and transmit the data to a centralized platform. All analyzes this data in real-time to generate insights into usage patterns, detect anomalies, and send instant notifications to both customers and utility providers about unusual consumption or potential issues. By utilizing predictive analytics, we can forecast future usage trends, helping customers make informed decisions about their consumption and enabling utilities to optimize resource distribution.

Esolvit is continuously exploring innovative solutions and committed to leveraging Al's full potential to offer customized and scalable solutions that cater to the unique needs of each utility provider and their customers.

n. Visitors Bureau: How can AI enhance visitor engagement, provide personalized recommendations, and improve tourism management?

- 1. Al-powered Chat Agents: Esolvit enhances visitor engagement by integrating Al-powered solutions that provide a seamless and personalized experience. Al-powered chatbots on the bureau's website and social media platforms offer round-the-clock assistance, answering visitor inquiries and providing tailored travel recommendations. Leveraging Al, personalized travel itineraries can be created based on visitors' preferences, travel dates, and budget, including suggestions for nearby attractions, restaurants, and accommodations. Additionally, interactive maps and virtual tours, powered by Al-driven image recognition and computer vision, provide immersive and informative experiences, allowing potential visitors to explore the destination before arrival which ensures a more engaging and tailored experience for visitors, driving greater interest and satisfaction.
- 2. Recommendations: Esolvit enhances personalized recommendations by leveraging predictive analytics and sentiment analysis to provide tailored experiences for visitors. By analyzing visitor data, such as website browsing history and social media activity, AI can predict individual interests and preferences, allowing the bureau to offer highly targeted recommendations for attractions, events, and experiences. Additionally, sentiment analysis of social media and online reviews helps identify visitor feedback, uncovering both positive and negative sentiment. This allows the bureau to make data-driven decisions to improve the destination's offerings, ensuring greater satisfaction and engagement for future visitors.

3. Tourism Management: Furthermore, Esolvit's AI solutions can assist in crisis management by monitoring social media and news feeds for emerging threats or public health concerns, ensuring rapid dissemination of critical information to both visitors and stakeholders. We use sentiment analysis tools to gauge visitor feedback through online reviews and social media, enabling the bureau to quickly address concerns and continuously improve offerings. Lastly, our AI-driven data analysis can empower the bureau to make informed, data-backed decisions, ultimately driving tourism growth, optimizing operations, and enhancing the overall visitor experience.

B. Technical Approach

Detail the technical approach for implementing the proposed solution, including:Methodologies for design and developmentIntegration strategies with existing government systems, and User-friendliness and accessibility considerations.

Esolvit offers a comprehensive suite of AI solutions tailored to address the unique needs of government agencies like NCTCOG. We leverage cutting-edge technologies like Large Language Models (LLMs) and Foundation Models (FMs), combined with Natural Language Processing (NLP), Computer Vision, and Deep Learning, to deliver impactful solutions. Our approach emphasizes data quality, ethical considerations, and continuous improvement. We prioritize seamless integration with existing systems, ensuring user-friendliness and accessibility for all. By combining advanced AI techniques with a focus on user experience and data security, Esolvit empowers NCTCOG's government agencies to deliver real-world benefits such as enhanced efficiency, improved decision-making, deliver better services to their constituents and streamlined citizen experiences. Furthermore, our solutions offer interoperability, ensuring compatibility across various platforms, with the ability to integrate easily with existing technology stack and systems, while upholding the highest standards of quality control for consistent, reliable performance. To implement the proposed AI solutions, we adopt a comprehensive technical approach encompassing methodologies for design and development, integration strategies with existing government systems, and a focus on user-friendliness, responsiveness and accessibility.

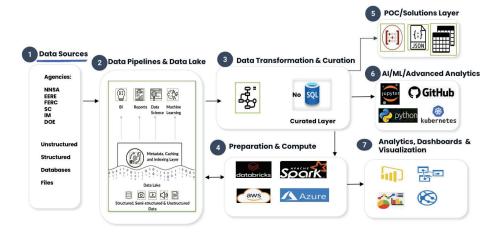
Methodologies for AI Solutions Design and Development: Our design approach leveragesAI techniques such as Transformers (e.g., GPT-3, LaMDA) and Generative Adversarial Networks (GANs) for tasks like text and image generation, classification, and language understanding. Esolvit excels at delivering tailored AI solutions that address the specific challenges faced by NCTCOG's participating entities. Our solutions are highly scalable and adaptable, seamlessly integrating with existing government IT systems. By leveraging real-time data analytics, we empower clients to gain valuable insights, make informed decisions, and optimize their operations. Data security and privacy are paramount at Esolvit. We prioritize the protection of sensitive information by implementing robust protocols that adhere to the highest industry standards, ensuring the trust and confidence of our clients and their constituents.

Core Technologies: Esolvit leverages a diverse range of cutting-edge AI technologies to deliver innovative solutions that drive impactful outcomes. Foundation Models (FMs) serve as the core reasoning engine, enabling human-like comprehension and reasoning capabilities. We carefully select from a variety of FMs, prioritizing performance, cost-effectiveness, and a seamless user experience. Natural Language Processing (NLP) techniques empower AI systems to understand and process human language effectively, while Computer Vision capabilities enable tasks like image classification and analysis, valuable for applications such as document processing and visual inspection. Large Language Models (LLMs), such as GPT-3 and LaMDA, excel at tasks like text generation, classification, and question answering. Deep learning algorithms are particularly adept at handling complex data patterns, making them suitable for tasks like image recognition and anomaly detection. Finally, machine learning algorithms learn from data to make predictions or classifications,

proving valuable for tasks like fraud detection and risk assessment. This robust technology stack allows Esolvit to deliver intelligent solutions that optimize operations, enhance decision-making, and empower our clients to achieve their strategic goals. Esolvit focuses on delivering impactful outcomes, cost-effectiveness, user experience, and achieving client goals for NCTCOG's participating entities.

AI Development Process

- **Methodology**: Our design approach utilizes advanced AI techniques like transformers and generative adversarial networks (GANs) for various tasks.
- Programming Language: Python serves as the primary language for development due to its
 versatility and extensive libraries like PyTorch, TensorFlow, and spaCy. Python is suitable for
 different tasks like data analysis, natural language processing, machine learning, machine
 learning, and so on. Important Al libraries in Python include PyTorch, scikit-learn, TensorFlow,
 spaCy, and so on.
- Data Management and Engineering: We emphasize data quality through robust data collection, preprocessing, and cleaning techniques. Data preprocessing mostly involves transforming, cleaning, organizing, and managing your data to make it ideal to train an AI model efficiently. Data processing is important as the quality of your data impacts the overall performance of your AI model directly.
- Algorithm Selection: The choice of algorithms depends on the specific project requirements.
 We offer a range of algorithms, including neural networks, K-Nearest Neighbors (KNN), and Random Forests.
- Model Training and Evaluation: Rigorous training with well-defined metrics ensures optimal model performance. All model training plays an important role in this All development process. This stage involves feeding an All algorithm and adjusting and managing its parameters to eliminate errors. As per statistics, most data scientists utilize 80% of data sets to train All models. The remaining 20% is utilized to assert the predictive capabilities of the model. During the training phase, you have to split all your data into training & validation sets for evaluating the performance of your model. Apart from that, you need to select proper metrics to measure how your model works. Different metrics may include precision, accuracy, recall, F1-score, etc.
- Deployment and Monitoring/ML Ops: We deploy AI models seamlessly into existing systems, while continuously monitoring and refining performance. Once we train the model and satisfied with its performance, we start deploying it for real-time purposes. While deploying the AI systems, we consider security, scalability, and performance. We also track and monitor the performance of the models in a production environment & retain it with data to maintain its precision. At Esolvit, we feel that deployment isn't the end step of building the AI system. The ongoing optimization is a continuous process that requires monitoring your AI system's performance and adaptation to changing conditions to continuously track performance metrics like accuracy and response time, to use user feedback and new data to refine the AI system and address ethical concerns, maintain transparency and update the model to adapt to new challenges and technologies.
- Integration and User Experience: We ensure seamless integration with existing government systems through well-defined APIs and data pipelines. User-friendly interfaces and AI-powered tools like chatbots and personalized dashboards will be implemented for both government personnel and citizens. We cater to diverse populations by providing multilingual support for broader accessibility.



Best Practices: Esolvit adheres to rigorous best practices in AI development. We prioritize the use of high-quality, relevant data to train robust and reliable AI models. Continuous improvement is central to our approach, with regular model evaluation and refinement to ensure ongoing accuracy and performance. Ethical considerations, such as transparency, accountability, and data privacy, are embedded throughout the entire development lifecycle. We maintain strict adherence to all relevant regulations and legal requirements. Finally, comprehensive documentation is maintained throughout the project, ensuring reproducibility and facilitating seamless knowledge transfer within our organization.

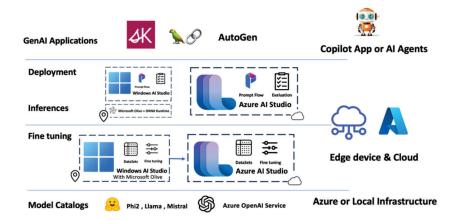
LLM Capabilities: At Esolvit, we offer unprecedented capabilities, leveraging LLMs in summarizing complex information, inferring meaning from text, and even engaging in nuanced, context-aware conversations. We use advanced concepts like Structural Prompting and Retrieval Augmented Generation (RAG), underscoring the innovative ways in which LLMs can be tailored to specific tasks. The future is moving towards AI agents, which will be the native product form in this new era . We will help NCTCOG's participating entities in solving the business use cases using an AI Agentic approach,

We use LLMs for the following:

- **Summarization:** Generate summaries of factual topics, extract key points, or tailor summaries to specific areas of focus.
- Inference: Analyze text data to infer sentiment, identify emotions, recognize entities, and understand topics.
- **Transformation**: Perform tasks like translation, tone adjustment, format conversion, and spell/grammar correction.
- **Expansion**: Generate creative text formats, enhance existing content, or complete unfinished thoughts.
- Response Generation: Facilitate conversations, answer knowledge-based questions, and provide informative responses.
- **Encoding:** Obtain universal text embeddings for various NLP applications.

Generative AI Techniques: We leverage techniques like fine-tuning and Retrieval-Augmented Generation (RAG) to enhance generative AI applications. Pre-trained models are fine-tuned for specific tasks, ensuring optimal performance and tailored outputs. Retrieval-Augmented Generation (RAG) integrates relevant data from organizational databases with the LLM's knowledge base, resulting in more accurate and contextually relevant outputs. For generative AI applications, we will use fine-tuning and Retrieval-Augmented Generation (RAG) to refine model outputs for high-quality, contextually relevant results. Fine-tuning involves adjusting pre-trained models to better suit specific

tasks, while RAG will enhance generative processes by combining relevant data retrieved from organizational databases to ensure accuracy. Depending on the project type, we will select suitable Al algorithms like decision trees, regression models, or neural networks, tailored for machine learning or deep learning applications. The development will also include robust data preprocessing to ensure clean and structured data for optimal model performance. RAG enables LLMs access to external knowledge. This is achieved by supplementing the LLM's inherent knowledge base with information from external sources. Incorporating RAG into an LLM-driven question-answering system. offers two significant advantages. Firstly, it guarantees that the model leverages the latest and most accurate data available. Secondly, it provides users with transparency by granting access to the sources used by the model. This transparency is crucial as it allows users to verify the accuracy of the information provided by the model, thereby fostering trust in its responses. Foundation Models (FMs) serve as the brain of the system, capable of reasoning similar to humans. We choose various FMs based on output quality, modalities, context window size, cost, and latency. Depending on the use case, we also recommend proprietary FMs created by vendors such as Open AI, Anthropic, or Cohere, host one of many open-source FMs, or even train our own model in certain cases. These decisions will be driven by the business use cases.



Integration Strategies with Existing Government Systems: Esolvit's proposed solutions will integrate seamlessly with existing government systems through well-defined APIs and data pipelines. We ensure compatibility with legacy systems by leveraging middleware technologies that bridge new AI capabilities with current infrastructures. For systems requiring real-time data, we will implement efficient, scalable models that interact with real-time databases, ensuring smooth data flow and up-to-date information retrieval. Our integration will follow best practices in system architecture, prioritizing security, scalability, and ease of use, ensuring minimal disruption during the implementation phase.

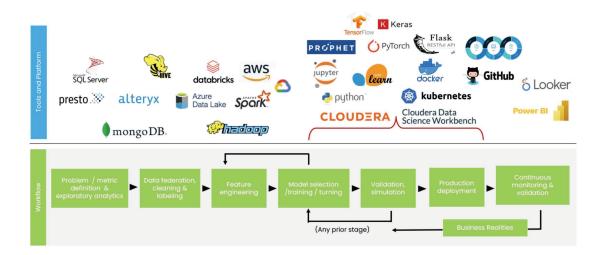
User-Friendliness and Accessibility Considerations: At Esolvit, user experience is a key priority, ensuring that Al-powered interfaces are intuitive and accessible for both government personnel and citizens. We will incorporate Al-driven tools like chatbots and personalized dashboards that provide easy access to information and simplify processes like permit applications, ticketing, and inquiries. Additionally, we will focus on ensuring the Al model's output is clear and understandable, providing users with concise, actionable insights and allowing non-technical users to interact with the system effortlessly. To further enhance accessibility, we will provide multilingual support, ensuring broader access to services for diverse populations. By combining cutting-edge Al techniques with seamless integration and a focus on user-centered design, our approach will address both the technical and human aspects of implementing Al in government services.

Al Technology Stack: Building a generative Al solution involves using a robust and versatile tech stack to ensure efficiency, scalability, and high performance. Here's a comprehensive guide to the right tools and technologies required to build an efficient generative Al solution:

Here is Esolvit's standard AI technology stack for the development and deployment of AI Solutions for NCTCOG's participating entities. This stack leverages industry-leading tools and technologies to ensure optimal performance, scalability, and maintainability.

Core Technologies:

- Programming Language: Python's versatility, extensive libraries (NumPy, Pandas, scikit-learn), and strong community support make it the preferred language for AI/ML development.
- Deep Learning Frameworks: PyTorch/TensorFlow: These frameworks provide comprehensive tools for building, training, and deploying neural networks, offering flexibility, scalability, and access to cutting-edge research.PyTorch is ideal for research and small-scale projects prioritizing flexibility, experimentation and quick editing capabilities for models. TensorFlow is ideal for large-scale projects and production environments that require high-performance and scalable models.
- Generative Model Architectures: GANs (Generative Adversarial Networks) / VAEs (Variational Autoencoders): These architectures are essential for developing sophisticated generative models capable of producing high-quality outputs, such as realistic images, text, or music.



Data Handling & Processing

- Data Processing Libraries: NumPy, Pandas, spaCy, and NLTK will be utilized for efficient data manipulation, cleaning, preprocessing, and feature engineering.
- Data Storage: Databases like MongoDB or PostgreSQL will be considered for robust data storage and retrieval, accommodating both structured and unstructured data.

Infrastructure & Deployment

- **Cloud Services:** AWS, Azure, or Google Cloud will be evaluated for their scalability, cost-effectiveness, and ability to support the project's specific needs.
- Model Deployment:
 - o **TensorFlow Serving/PyTorch Serve:** For efficient model serving and inference.
 - Docker/Kubernetes: For containerization and orchestration of model deployment and scaling.
 - Web Frameworks: Flask or FastAPI for developing RESTful APIs for model integration.

Development & Operations

- **Version Control:** GitHub or GitLab will be used for code versioning, collaboration, and tracking development progress.
- Continuous Integration/Continuous Deployment (CI/CD): Implementing CI/CD pipelines will ensure rapid and reliable model deployment and updates.
- Automated Testing: PyTest will be utilized to write and execute automated tests to ensure model accuracy, reliability, and robustness.

Monitoring & Maintenance

- Experiment Tracking: Tools like TensorBoard or MLflow will be used to track experiments, visualize results, and compare model performance.
- Model Monitoring: Regular monitoring of model performance in production will be implemented to identify and address potential issues such as data drift or performance degradation.

Visualization & Communication

• **Data Visualization:** Matplotlib, Seaborn, and Plotly will be used to create informative visualizations for data exploration, model analysis, and communication of results. We can also use data visitation tools like Microsoft PowerBi, Tableau, Looker etc. depending on the technology stack affinity of each of the NCTCOG's participating entities.

This comprehensive tech stack ensures that you have the right tools and technologies to build, deploy, and maintain a high-performance generative AI solution, addressing various aspects from data processing to deployment, visualization, and version control.

C. Performance Metrics

Describe how you will measure success and performance, including key performance indicators (KPIs) for each deliverable. Include approaches to ensure accuracy, reliability, and continuous improvement of the AI solutions.

To measure the success and performance of the proposed AI solutions, we will establish key performance indicators (KPIs) for each deliverable, focusing on accuracy, efficiency, user engagement, system reliability, and integration success. Metrics such as F1-score, recall, and precision will be used to assess the accuracy of AI models in tasks like image classification, sentiment analysis, and text generation, while response time and efficiency will measure real-time applications like automated support and chatbots. User engagement metrics, such as retention and satisfaction, will track the effectiveness of personalized recommendations and interactions. Additionally, system uptime and error rates will be monitored to ensure reliability, and the success of integration with existing systems will be evaluated based on data synchronization accuracy and minimal disruptions. To ensure continuous improvement, we will implement robust strategies such as regular data audits, ongoing model performance monitoring, and feedback loops that incorporate user input for model refinements. Incremental learning techniques will allow models to adapt to new data, while quality assurance testing, including A/B testing and stress testing, will ensure the accuracy, reliability, and effectiveness of AI systems over time. We will also test for any model hallucinations, handle bias mitigation and make sure that the models are continuously retrained for sustained accurate performance.

D. Risk Management

Outline any potential risks associated with the proposed solution and describe your strategies for mitigating these risks.

Esolvit recognizes several potential risks associated with implementing AI solutions, and we have developed strategies to mitigate these risks effectively. One of the primary risks is data security, particularly with sensitive information. To mitigate this, we implement strong encryption, access controls, and intrusion detection systems, alongside conducting regular penetration testing to identify vulnerabilities. Another potential risk is non-compliance with data privacy regulations, such as GDPR and HIPAA. To address this, we ensure that all AI solutions adhere to relevant data protection laws, including clear documentation of data handling practices, data retention policies, and incident response procedures. Ethical concerns related to AI decision-making are also a risk, and we mitigate this by developing robust Al governance frameworks that include transparency, accountability, and fairness in AI model training and operation. Additionally, integration issues with existing government systems can arise, so we ensure seamless integration through standard data formats, compatibility checks, and extensive testing before deployment. Lastly, user adoption and accessibility risks are mitigated by prioritizing user-friendly interfaces, ensuring 508 compliance, and providing comprehensive training and support to end-users. Through these strategies, Esolvit effectively manages and mitigates potential risks, ensuring the successful implementation and continued success of AI solutions.

E. Compliance and Standards

Confirm adherence to relevant regulations and standards, including data privacy laws (e.g., GDPR, HIPAA), and detail how your solution will maintain compliance.

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.

Esolvit is committed to adhering to industry standards and regulations, ensuring that our AI solutions comply with relevant data privacy laws, including GDPR, HIPAA, and equivalent local regulations. We prioritize data consistency and compatibility across different systems by establishing strict data standards and formats.

Esolvit implements strong security measures, including encryption, access controls, and intrusion detection systems, to protect sensitive data, and we conduct regular penetration testing to identify and mitigate vulnerabilities. Our comprehensive documentation outlines the responsibilities of all parties involved in data processing, specifies the purpose and categories of personal data, and includes data retention, deletion policies, and incident response procedures. Furthermore, we adhere to 508 compliance testing to ensure accessibility, and we incorporate secure coding practices, maintain a robust cyber security posture and vulnerability assessments to address security risks.

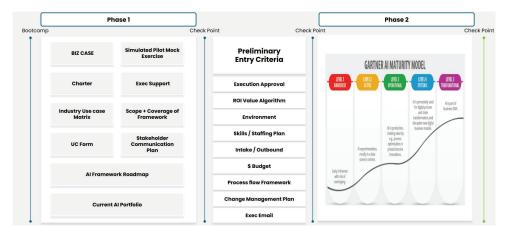
F. Scope of Work

Here is how Esolvit addresses all the questions and points mentioned in Section 5.2 regarding scope of work, integration, training and maintenance.

Esolvit collaborates closely with your organization to address unique business challenges by gathering insights and establishing tailored solutions. Through workshops, interviews, and surveys with stakeholders, we analyze current processes, solutions, and technology to identify areas for innovation. User feedback helps us evaluate gaps, pain points, and opportunities for improvement, while benchmarking industry best practices and identifying AI use cases that deliver significant value. Our strategic planning and AI advisory services assist organizations in assessing their AI readiness, developing roadmaps for AI adoption, and staying ahead of evolving technologies and data trends.

Once use cases are defined, we design a scalable architecture aligned with your long-term goals. By focusing on optimizing processes and improving efficiency, we develop integration strategies that seamlessly align with existing systems, minimizing technical hurdles. Our approach empowers your organization to unlock Al's transformative potential and achieve sustainable success.

Below is a sample high-level initial roadmap for reference:



We foster strong partnerships by ensuring alignment, transparency, and mutual success. Our process includes open communication channels, periodic progress reports, and a dedicated account manager for efficient support and issue resolution. Esolvit offers comprehensive training programs to equip teams with the skills needed to adopt and sustain Al-driven solutions. Training covers both foundational Al knowledge and practical implementation, with options for on-site, virtual, and blended sessions. Our knowledge transfer plan ensures your team can independently manage, enhance, and innovate Al systems, aligned with your strategic business goals.

We provide proactive support and maintenance services, including 24/7 system monitoring, routine updates, and security patches. Our team fine-tunes AI models to adapt to changing data and requirements, ensuring systems remain secure and efficient. We prioritize ethical AI practices through diverse teams and review boards, ensuring compliance with industry standards. We prioritize data protection with robust security measures, encryption, and compliance with industry regulations, while also promoting responsible AI operations through ethical guidelines, risk management, and bias mitigation.

G. Technical Requirements

Here is how Esolvit addresses all the questions and points mentioned in Section 5.3 regarding technical requirements, scalability, algorithm transparency, data security and privacy, NLP, interoperability and quality control.

Esolvit specializes in developing AI solutions that address the unique business challenges of NCTCOG's participating entities. Esolvit boasts deep expertise in the public sector, enabling us to identify industry-specific challenges and develop customized AI systems aligned with each organization's unique objectives. Our solutions encompass a wide range, from automating repetitive tasks and processing large datasets to providing real-time analytics for informed decision-making. We prioritize scalability, carefully evaluating computing resources and infrastructure to accommodate fluctuating data volumes and interaction levels.

Esolvit ensures that its AI solutions are designed with scalability as a core feature, enabling them to handle fluctuating data volumes and interaction levels efficiently, regardless of how rapidly these demands change. Our approach begins with evaluating the availability of computing resources, such

as CPUs and GPUs, to support AI workloads. We assess whether cloud-based solutions or on-premise infrastructure is better suited for the organization's needs while considering storage capacities, including data lakes and warehouses, to manage and process large datasets effectively. Additionally, we evaluate network infrastructure to ensure real-time data transfer, high-speed connections, and low-latency communication for seamless performance.

Our NLP capabilities enable our systems to understand and respond to a wide range of inquiries with precision, fostering meaningful interactions and deriving significant business value. Beyond core offerings, Esolvit provides a wide array of value-added solutions, including machine learning, deep learning, generative AI, and AI-powered voice solutions. We rigorously measure accuracy using key performance indicators and employ advanced optimization techniques to enhance performance.

Transparency and fairness are core to our approach. We prioritize bias detection, conduct regular audits, and ensure equitable outcomes for all users. Continuous improvement is essential, with feedback loops and adaptive techniques allowing algorithms to evolve based on user interactions and feedback.

Esolvit designs solutions with high interoperability, adhering to open standards and ensuring seamless integration with existing digital infrastructure. Our technology adheres to open standards, such as RESTful APIs, JSON, and XML, facilitating smooth interaction with current systems and enabling compatibility across diverse platforms. By leveraging robust API capabilities and ensuring data format compatibility, our solutions exchange data effectively while maintaining consistency and accuracy. Robust quality control measures, including multi-layered testing and automated tools, ensure that our solutions meet and exceed performance expectations.

Esolvit implements robust quality control measures and validation processes to ensure that our solutions meet and exceed performance expectations. Our multi-layered testing strategy includes unit testing, integration testing, system testing, and end-to-end testing to validate each component. To enhance quality, we utilize automated tools that monitor data quality, validate system outputs, and identify discrepancies in real time. Regular automated regression tests ensure new updates do not compromise existing functionality.

H. Data Governance

Here is how Esolvit addresses all the questions and points mentioned in Section 5.4.1 regarding data governance.

Esolvit ensures data integrity and accuracy by implementing robust validation rules across all processes. These rules verify the accuracy, format, and completeness of data before processing or storage. Input validation checks data for accuracy, type, format, and range, while database constraint, and foreign key constraints maintain consistency within the database. Automated tests, including unit, integration, and regression tests, are deployed to verify data handling logic and prevent errors.

During the Extract, Transform, and Load (ETL) process, transformation rules cleanse and validate data, with reports generated to identify rejected or modified records. Reconciliation reports verify data accuracy post-processing. Error correction protocols, such as automated workflows for formatting issues and manual review checkpoints for critical systems, safeguard data integrity. Rollback mechanisms restore data to a previous stable state in case of incorrect updates.

Esolvit adheres to data privacy laws, including GDPR and CCPA, by implementing measures like data anonymization and pseudonymization. Clear processes for obtaining and documenting user consent ensure transparency. For Al projects, we conduct thorough assessments to ensure compliance with

applicable data privacy laws and provide a Data Protection Impact Assessment (DPIA) that outlines risks and mitigation measures.

To secure sensitive data, Esolvit implements robust data access controls based on role-based access control (RBAC) and multi-factor authentication (MFA). These measures ensure that data access is restricted to authorized personnel and provide an additional layer of security. Comprehensive data retention policies define retention periods, and secure disposal methods ensure data is irretrievably deleted when no longer needed.

Esolvit also implements regular auditing and monitoring practices, including logging mechanisms to track data access, modifications, and deletions. Logs are regularly reviewed to detect anomalies, respond to potential security incidents, and ensure compliance with internal policies and regulatory requirements. These measures provide continuous protection and transparency to safeguard sensitive data.

I. Cybersecurity Provisions

Here is how Esolvit addresses all the questions and points mentioned in Section 5.4.2 regarding cybersecurity.

Esolvit is deeply committed to ensuring the highest standards of cybersecurity and data protection through a series of comprehensive measures and certifications. Our certifications from the International Organization for Standardization, ISO 20000-1:2018 and ISO 27001:2022, exemplify our commitment to quality, security, and the scope of service in AI software development and cybersecurity. Additionally, we hold certification from the Department of Defense (DoD) Cybersecurity Procurement Workshop, further highlighting our expertise in safeguarding critical data.

Our cybersecurity services are extensive and include anti-ransomware, antivirus, and identity protection measures to secure personal data. We also employ secure data storage and backup practices, utilizing encryption, redundant systems, and regular backups to ensure business continuity. Our commitment to data protection extends to the implementation of Al-driven threat detection systems that continuously monitor and identify anomalies in real-time. These advanced systems help us detect unauthorized activities or suspicious events, enabling a swift response to minimize the impact of potential breaches.

In strengthening access control, Esolvit integrates multi-factor authentication (MFA), biometric verification, and other robust identity verification tools to prevent unauthorized access to sensitive systems. We have also established comprehensive incident response protocols, focusing specifically on identity-related breaches, and ensuring rapid and effective actions in the event of a security incident.

Additionally, Esolvit implements rigorous encryption techniques for both data in transit and at rest. We use industry-standard encryption methods like TLS, SSL, AES-256, and RSA-2048, and apply data masking and tokenization to protect sensitive information. Key management is handled through secure systems to ensure that only authorized personnel have access, and cryptographic hashing algorithms like SHA-256 and SHA-512 are used to verify data integrity.

As part of our proactive cybersecurity approach, we regularly conduct vulnerability assessments and penetration testing, using tools like Nessus, QualysGuard, and Burp Suite to simulate real-world cyberattacks and identify vulnerabilities. These assessments allow us to prioritize remediation and apply timely security patches, strengthening our overall security posture.

Esolvit's security governance framework ensures that security policies, procedures, and responsibilities are clearly defined and consistently followed across all operations. Regular audits and reviews of security practices ensure compliance with standards such as ISO 27001, PCI DSS, HIPAA, and GDPR. We also provide ongoing security training and awareness programs tailored to meet the needs of government organizations, helping staff stay informed about security best practices, emerging threats, and compliance requirements.

To mitigate risks associated with AI solutions, Esolvit conducts thorough risk assessments, develops risk mitigation strategies, and implements a proactive disaster recovery plan (DRP). We perform root-cause analysis (RCA) of any incidents to refine our processes and strengthen system resilience. This ensures that our AI solutions remain secure, reliable, and capable of addressing evolving security threats.

By integrating these advanced security measures and governance frameworks, Esolvit not only safeguards critical data but also empowers organizations to maintain secure, scalable, and resilient digital infrastructures for NCTCOG'S participating entities.

5. Pricing

For detailed pricing information, please refer to **"Exhibit 1 - Pricing Proposal Worksheet"**. Our pricing proposal has samples for subscription based pricing, project build models with cloud and on-premises as well. This pricing is for reference only as the actual costs vary based on the project scope, size, data, infrastructure and architecture. We have also provided our resource rate sheets and our pricing discount models.

6. Proposed Value-Add

Esolvit is committed to providing value beyond the primary scope of this RFP by delivering innovative solutions, leveraging cutting-edge technology, and applying a proven track record of excellence. Our goal is to enhance the efficiency and effectiveness of public sector operations while fostering meaningful outcomes that exceed expectations. Below, we outline our unique value propositions:

Leadership in AI & ML Innovation: Esolvit is a recognized leader in AI innovation, leveraging cutting-edge technologies to transform operations and solve complex challenges. Our Innovation Labs, powered by NVIDIA and AWS/Azure/GCP Cloud, is at the forefront of AI/ML advancements, utilizing tools such as Amazon SageMaker, Rekognition, and Polly to design transformative solutions that enhance operational efficiency in public sector projects. Esolvit's patented AI solutions, spanning predictive analytics, natural language processing (NLP), computer vision, and advanced data insights, have earned recognition at global events such as Collision Canada and SXSW and have been showcased to organizations like the Department of Defense. These achievements highlight our commitment to innovation and our ability to deliver impactful results through AI.

Transforming HR with Arytic: Esolvit's patented Al-powered Arytic platform revolutionizes talent acquisition and HR transformation. Developed over eight years of extensive research in Al, machine learning, and psychometrics, Arytic optimizes job matching, enhances employee retention, and ensures organizational alignment. This groundbreaking platform reflects Esolvit's commitment to leveraging advanced technologies to address complex challenges and deliver measurable, transformative outcomes.

Our proprietary technologies, such as the Next-Gen AI Predictive Hiring Engine, have demonstrated tangible results by reducing hiring cycle times by 75% while improving job fit and cultural alignment. These adaptable, AI-driven solutions extend beyond recruitment, offering valuable applications in public sector operations, including service delivery optimization, resource allocation, and data-driven decision-making.

Esolvit Inc. Proprietary and Confidential | Esolvit Inc. Submitted in Response to RFP #2025-018 | North Central Texas Council of Governments

Proven Partnerships and Excellence: Esolvit has built a strong reputation through successful partnerships with Texas State agencies, delivering exceptional results under DIR DBITS, ITSAC, and TIPS contracts. Our Public Sector division serves state, local, and federal agencies, providing agile, tailored solutions that drive technology transformation with precision and accountability. We are committed to delivering flexible, transparent solutions that meet high standards.

- Texas A&M Forest Services
- Texas Commission on Law Enforcement (TCOLE)
- Texas Higher Education Coordinating Board (THECB)
- Texas Education Agency (TEA)
- Texas Department of Motor Vehicles (DMV)
- Health & Human Services (HHSC)
- Austin Energy, Cap Metro, DART, and more

Beyond public sector engagements, Esolvit collaborates with Fortune 1000 companies, multinational corporations, and innovative startups, solving diverse challenges across industries with a commitment to innovation and transformative outcomes.

Recognitions and Accolades: Esolvit's excellence has been recognized through numerous awards, including Supplier of the Year 2020 by the City of Austin, and inclusion in the USPAACC Fast 50 & Fast 100 Companies of the Year. Our reputation as a trusted partner for government and enterprise clients is backed by our continuous pursuit of innovation and commitment to delivering solutions that drive measurable, sustainable results.





























Esolvit's value-add goes beyond fulfilling the SOW. Our cutting-edge AI and cloud solutions, proven track record in public sector engagements, and commitment to innovation position us as a trusted partner capable of enhancing the efficiency and effectiveness of public sector operations. We look forward to exploring opportunities to further enhance the impact of your projects through our advanced technologies and expertise.

7. HUB Certification

Proof of certification as a Historically Underutilized Business (HUB), Minority, Women-Owned or Disadvantaged Business Enterprise is appended to the back of this solicitation document.

8. Attachments

Signed copies of all ATTACHMENTS I-X, EXHIBITS 1 and 3 are appended to the back of this solicitation document.

APPENDIX A.1 Pricing for TXShare Cooperative Purchase Program Participants

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

Project Total Value	Volume Price Discount %
<=\$ 250,000	5%
\$250,000 - \$600,000	7.50%
\$600,000 - \$1.5M	10%
>\$1.5M	12.50%

See Current Pricing Sheets for Subscription and Resource Costs

APPENDIX A.2 Service Area Designation Forms

EXHIBIT 1: SERVICE DESIGNATION AREAS

	Texas Service Area Designation or Identification			
Proposing Firm Name:				
Notes:	Indicate in the appropriate box whether you are proposing to service the entire state of			
	Will service the entire state of Texas Will not service the entire		state of Texas	
	✓			
	that you are proposing to pro-	you are not proposing to service the entire state of Texas, designate on the form below to at you are proposing to provide goods and/or services to. By designating a region or receivitying 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	Killeen-Temple	
8.	Capital Texas	Austin-Round Rock	Austin-Round Rock	
9.	Alamo	San Antonio-New Braunfels Victoria		
10.	South Texas	Brownsville-Harlingen Corpus Christi Laredo McAllen-Edinburg-Mission	Corpus Christi Laredo	
11.	West Texas	Midland Odessa San Angelo		
12.	Upper Rio Grande	El Paso		

(Exhibit 1 continued on next page)

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(Exhibit 1 continued)

	Nationwide Service Area Designation or Identification Form					
Proposing Eigen Name						
Firm Name: Notes:	Indicate in the appropriate box whether you are proposing to provide service to all Fifty (50) States.					
110005	Will service all fit		•	, , _C	e fifty (50) states	
			1			
If you are not proposing to service to all fifty (50) states, then designs that you will provide service to. By designating a state or states, y willing and able to provide the proposed goods and services in those			tates, you are certifying n those states.	that you are		
			as such in the appro		oolitan statistical area (M x.	ISA), or City
Item	State		R	egion/MSA/City		Designated
			(write "ALL" if]	proposing to servi	ice entire state)	as a Service Area
1.	Alabama					11100
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					

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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	
		1

End of Exhibit 1

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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

Date

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 certing 2 CFR 200 as stipulated above and required	fies that it <i>cannot</i> comply with the requirements of by the NCTCOG.
Bushasani	
Signature of Authorized Person	•
Usha Boddapu	_
Name of Authorized Person	
Esolvit, Inc.	_
Name of Company	
05/02/2025	

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 <u>include</u> 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.

B. ushazani
Signature
CEO/Founder
Title
Esolvit, Inc.
Agency
05/02/2025
Date

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:

Ø	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 certification 2 CFR 200 as stipulated above and required	fies that it <i>cannot</i> comply with the requirements of by the NCTCOG.
Bushavani	
Signature of Authorized Person	_
Usha Boddapu	_
Name of Authorized Person	
Esolvit, Inc.	
Name of Company	
05/02/2025	

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 cert Chapter 2274, Subtitle F, Title 10.	ifies that it cannot comply with the requirements of
Bushawani	
Signature of Authorized Person	-
Usha Boddapu	-
Name of Authorized Person	
Esolvit, Inc.	_
Name of Company	
05/02/2025	

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 Chapter 809, Subtitle A, Title 8.	it does comply with the requirements of
	-OR-	
	The Contractor or Subrecipient hereby certifies that Chapter 809, Subtitle A, Title 8.	it <i>cannot</i> comply with the requirements of
B.	ohazani	
Sig	gnature of Authorized Person	
Usl	ha Boddapu	
Na	ame of Authorized Person	
Es	olvit Inc.	
Na	ime of Company	
05	/02/2025	
Da	te	

APPENDIX E DEBARMENT CERTIFICATION

Usha Boddapu	being duly
(Name of certifying official)	
sworn or under penalty of perjury under the laws of the United S	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 a statements in this certification, such prospective participant shat the exception applies, the initiating agency, and dates of action.	
Exceptions will not necessarily result in denial of award be determining contractor responsibility. Providing false information prosecution or administrative sanctions.	out will be considered in tion may result in criminal
EXCEPTIONS:	
None	
Signature of Certifying Official	
Title	
Date of Certification	
Form 1734	
Rev.10-91	
TPFS	