TXShare
Your Public Sector Solutions Center

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

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

Evoort Solutions LLC ("Contractor")
8530 Eagle Point Blvd, Suite 100
Lake Elmo, MN 55042

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

2.5 **NCTCOG Obligations**

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

2.6 **Participating Entity Obligations.**

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

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

2.7 **Contractor Obligations.**

    2.7.1   Contractor must be able to deliver, perform, install, and implement services with the requirements and intent of RFP #**2025-018.**

    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.

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ARTICLE III
TERM

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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:

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

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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.

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ARTICLE VI
RELATIONSHIP BETWEEN THE PARTIES

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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.

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ARTICLE VII
REPRESENTATION AND WARRANTIES

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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: **Evoort Solutions LLC**
                                 Attn: Prinesh Patel
                                 8530 Eagle Point Blvd, Suite 100
                                 Lake Elmo, MN 55042
                                 Phone: 909-494-6213
                                 Email: info@evoortsolutions.com

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

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

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

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

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

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

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

9.5.2   Commercial General Liability:

9.5.2.1   Required Limits:

$1,000,000 per occurrence;

$3,000,000 Annual Aggregate

9.5.2.2   Commercial General Liability policy shall include:

9.5.2.2.1   Coverage A: Bodily injury and property damage;

9.5.2.2.2   Coverage B: Personal and Advertising Injury liability;

9.5.2.2.3   Coverage C: Medical Payments;

9.5.2.2.4   Products: Completed Operations;

9.5.2.2.5   Fire Legal Liability;

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

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

9.5.4   Professional Errors and Omissions liability:

9.5.4.1   Required Limits:

$1,000,000 Each Claim

$1,000,000 Annual Aggregate

9.6   **Conflict of Interest.** During the term of this Agreement, and all extensions hereto and for a period of one (1) year thereafter, neither party, shall, without the prior written consent of the other, directly or indirectly, whether for its own account or with any other persons or entity whatsoever, employ, solicit to employ or endeavor to entice away any person who is employed by the other party.

9.7   **Force Majeure.** It is expressly understood and agreed by both parties to this Agreement that, if the performance of any provision of this Agreement is delayed by force majeure, defined as reason of war, civil commotion, act of God, governmental restriction, regulation or interference, fire, explosion, hurricane, flood, failure of transportation, court injunction, or any circumstances which are reasonably beyond the control of the party obligated or permitted under the terms of this Agreement to do or perform the same, regardless of whether any such circumstance is similar to any of those enumerated herein, the party so obligated or permitted shall be excused from doing or performing the same during such period of delay, so that the period of time applicable to such requirement shall be extended for a period of time equal to the period of time such party was delayed. Each party must inform the other in writing within a reasonable time of the existence of such force majeure.

9.8   **Ability to Perform.** Contractor agrees promptly to inform NCTCOG of any event or change in circumstances which may reasonably be expected to negatively affect the Contractor's ability to perform its obligations under this Agreement in the manner contemplated by the parties.

9.9   **Availability of Funding.** This Agreement and all claims, suits, or obligations arising under or related to this Agreement are subject to and limited by the receipt and availability of funds which are received from the Participating Entities by NCTCOG dedicated for the purposes of this Agreement.

9.10   **Governing Law.** This Agreement will be governed by and construed in accordance with the laws of the State of Texas, United States of America. The mandatory and exclusive venue for the adjudication or resolution of any dispute arising out of this Agreement shall be in Tarrant County, Texas.

9.11   **Waiver.** Failure by either party to insist on strict adherence to any one or more of the terms or conditions of this Agreement, or on one or more occasions, will not be construed as a waiver, nor deprive that party of the right to require strict compliance with the same thereafter.

9.12   **Entire Agreement.** This Agreement and any attachments/addendums, as provided herein, constitutes the entire agreement of the parties and supersedes all other agreements, discussions, representations or understandings between the parties with respect to the subject matter hereof. No amendments hereto, or waivers or releases of obligations hereunder, shall be effective unless agreed to in writing by the parties hereto.

9.13   **Assignment.** This Agreement may not be assigned by either Party without the prior written consent of the other Party.

9.14   **Severability.** In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision(s) hereof, and this Agreement shall be revised so as to cure such invalid, illegal, or unenforceable provision(s) to carry out as near as possible the original intents of the Parties.

9.15   **Amendments.** This Agreement may be amended only by a written amendment executed by both Parties, except that any alterations, additions, or deletions to the terms of this Agreement, which are required by changes in Federal and State law or regulations or required by the funding source, are automatically incorporated into this Agreement without written amendment hereto and shall become effective on the date designated by such law or regulation.

9.16   **Dispute Resolution.** The parties to this Agreement agree to the extent possible and not in contravention of any applicable State or Federal law or procedure established for dispute resolution, to attempt to resolve any dispute between them regarding this Agreement informally through voluntary mediation, arbitration or any other local dispute mediation process, including but not limited to dispute resolution policies of NCTCOG, before resorting to litigation.

9.17   **Publicity.** Contractor shall not issue any press release or make any statement to the media with respect to this Agreement or the services provided hereunder without the prior written consent of NCTCOG.

9.18   **Survival.** Rights and obligations under this Agreement which by their nature should survive will remain in effect after termination or expiration hereof.

ARTICLE X
ADDITIONAL REQUIREMENTS

10.1   **Equal Employment Opportunity**. Contractor shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, sexual orientation, gender identity, or national origin. Contractor shall take affirmative actions to ensure that applicants are employed, and that employees are treated, during their employment, without regard to their race, religion, color, sex, sexual orientation, gender identity, or national origin. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

10.2   **Davis-Bacon Act.** Contractor agrees to comply with all applicable provisions of 40 USC § 3141 – 3148.

10.3   **Contract Work Hours and Selection Standards.** Contractor agrees to comply with all applicable provisions of 40 USC § 3701 – 3708 to the extent this Agreement indicates any employment of mechanics or laborers.

10.4   **Rights to Invention Made Under Contract or Agreement.** Contractor agrees to comply with all applicable provisions of 37 CFR Part 401.

10.5   **Clean Air Act, Federal Water Pollution Control Act, and Energy Policy Conservation Act.** Contractor agrees to comply with all applicable provisions of the Clean Air Act under 42 USC § 7401 – 7671, the Energy Federal Water Pollution Control Act 33 USC § 1251 – 1387, and the Energy Policy Conservation Act under 42 USC § 6201.

10.6   **Debarment/Suspension.** Contractor is prohibited from making any award or permitting any award at any tier to any party which is debarred or suspended or otherwise excluded from or ineligible for

participation in federal assistance programs under Executive Order 12549, Debarment and Suspension. Contractor and its subcontractors shall comply with the Certification Requirements for Recipients of Grants and Cooperative Agreements Regarding Debarments and Suspensions.

10.7 **Restrictions on Lobbying.** CONTRACTOR agrees to comply with all applicable provisions of 2 CFR §200.450. CONTRACTOR shall include a statement of compliance with the Lobbying Certification and Disclosure of Lobbying Activities in procurement solicitations exceeding $100,000. Lobbying Certification and Disclosure of Lobbying Activities shall be completed by subcontractors and included in subcontractor contracts, as applicable. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. See Appendix C.

10.8 **Procurement of Recovered Materials**. Contractor agrees to comply with all applicable provisions of 2 CFR §200.322.

10.9 **Drug-Free Workplace.** Contractor shall provide a drug free work place in compliance with the Drug Free Work Place Act of 1988.

10.10 **Texas Corporate Franchise Tax Certification.** Pursuant to Article 2.45, Texas Business Corporation Act, state agencies may not contract with for profit corporations that are delinquent in making state franchise tax payments.

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

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

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

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

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

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

10.12 Disadvantaged Business Enterprise Program Requirements

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

10.13 Pertinent Non-Discrimination Authorities

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

a. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.

b. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects).

c. Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), as amended, (prohibits discrimination on the basis of sex).

d. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.) as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27.

e. The Age Discrimination Act of 1975, as amended, (49 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age).

f. Airport and Airway Improvement Act of 1982, (49 U.S.C. Chapter 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex).

g. The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, subrecipients and contractors, whether such programs or activities are Federally funded or not).

h. Titles II and III of the Americans with Disabilities Act, which prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38.

    i. The Federal Aviation Administration's Nondiscrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex).

    j. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations.

    k. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, the parties must take reasonable steps to ensure that LEP persons have meaningful access to the programs (70 Fed. Reg. at 74087 to 74100).

    l. Title IX of the Education Amendments of 1972, as amended, which prohibits the parties from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq.).

10.14 Ineligibility to Receive State Grants or Loans, or Receive Payment on State Contracts
In accordance with Section 231.006 of the Texas Family Code, a child support obligor who is more than thirty (30) days delinquent in paying child support and a business entity in which the obligor is a sole proprietor, partner, shareholder, or owner with an ownership interest of at least twenty-five (25) percent is not eligible to:

    a. Receive payments from state funds under a contract to provide property, materials or services; or

    b. Receive a state-funded grant or loan.

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

10.15 House Bill 89 Certification
If contractor is required to make a certification pursuant to Section 2270.002 of the Texas Government Code, contractor certifies that contractor does not boycott Israel and will not boycott Israel during the term of the contract resulting from this solicitation. If contractor does not make that certification, contractor state in the space below why the certification is not required.

_____
_____

10.16 Certification Regarding Disclosure of Conflict of Interest.
The undersigned certifies that, to the best of his or her knowledge or belief, that:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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.

Evoort Solutions LLC

_____ 05/01/2025
Signature   Date

Prinesh Patel
_____
Printed Name

Founder CEO
_____
Title

North Central Texas Council of Governments

Signed by:
Todd Little
349D83294E7946E...
Signature   6/27/2025
                                 Date
Todd Little
Executive Director

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.

Technical Proposal

Introduction and Background

Overview of Proposed Solution

Evoort Solutions' proposed AI solutions are designed to address the unique operational needs of public sector entities by leveraging advanced technologies such as predictive analytics, Natural Language Processing (NLP), and Large Language Models (LLMs). Our solutions are modular, scalable, and tailored to integrate seamlessly into existing infrastructures, ensuring minimal disruption while maximizing efficiency and effectiveness. By focusing on challenge-specific functionalities, we aim to optimize processes such as case management, resource allocation, citizen engagement, and decision-making.

Key features of the proposed solution include **real-time analytics** for informed decision-making, **automation of routine operations** to reduce administrative burdens, and **enhanced accessibility** through user-friendly interfaces. These solutions will be deployed within the secure environments of participating entities, ensuring full compliance with existing governance and security protocols while safeguarding sensitive data. By combining our expertise in AI with a deep understanding of public sector challenges, Evoort Solutions provides a future-ready platform that empowers entities to achieve transformative outcomes and enhance service delivery.

AI Solutions for Project Deliverables

Administration

Specific Functionalities:
Evoort Solutions proposes using AI to improve city governance by:

- **Strategic Planning:** Forecasting trends for resource allocation and long-term planning using predictive analytics.
- **Policy Analysis:** NLP tools to identify inefficiencies in policies and provide evidence-based recommendations.
- **Performance Tracking:** Real-time dashboards for monitoring metrics, budgets, and outcomes.
- **Enhanced Decision-Making:** Integrating diverse datasets to deliver data-driven recommendations.

Technical Approach:

- **Design & Development:** Agile, user-focused methodology with iterative cycles and modular design for scalability.
- **Integration:** Secure APIs to connect with GIS, ERP, and engagement platforms; custom connectors for specialized systems.
- **User-Friendliness:** Intuitive dashboards, accessibility standards, and multilingual support.

Performance Metrics:

- KPIs: Model accuracy, actionable policy insights, reduced manual efforts, and faster decision-making.
- Reliability: Regular model refinement, real-world evaluations, and continuous performance monitoring.

Development Services

Specific Functionalities:
AI will streamline development services by:

- **Permit Applications:** Automating document validation and discrepancy identification.
- **Inspection Scheduling:** Optimizing timelines based on availability and workload.
- **Communication:** AI chatbots for 24/7 assistance with FAQs and application updates.

Technical Approach:

- **Design & Development:** Collaborative prototyping and machine learning on anonymized data for accuracy.
- **Integration:** Secure API connections with permit management systems; custom connectors for specialized tools.
- **User-Friendliness:** Intuitive dashboards, multilingual support, and comprehensive training.

Performance Metrics:

- KPIs: Faster processing, efficient scheduling, and improved satisfaction.
- Reliability: Stakeholder feedback, periodic evaluations, and continuous refinement.

Event Center

Specific Functionalities:
AI-driven solutions will enhance event center operations by:

- **Customer Engagement:** Chatbots for recommendations and real-time support; sentiment analysis to improve services.
- **Ticketing:** Automated ticketing with dynamic pricing and fraud detection.
- **Event Management:** Tools for staff scheduling, resource allocation, and attendance forecasting.

Technical Approach:

- **Design & Development:** Customer-focused prototypes and models trained on historical event data.
- **Integration:** APIs for secure connections with ticketing and CRM systems; custom integrations for proprietary software.
- **User-Friendliness:** Intuitive dashboards, multilingual chatbots, and staff training.

Performance Metrics:

- KPIs: Increased satisfaction, faster ticketing, and improved resource utilization.
- Reliability: Iterative feedback, regular evaluations, and model updates.

Economic Development

Specific Functionalities:
AI will drive economic growth through:

- **Attracting Investment:** Analyzing trends and forecasting opportunities using predictive analytics.
- **Business Development:** Matching businesses with resources and guiding compliance processes.
- **Streamlining Processes:** Automating tasks like grant processing and centralizing data for real-time monitoring.

Technical Approach:

- **Design & Development:** Iterative models trained on regional data for tailored insights.
- **Integration:** Secure APIs with economic tools and databases; enhanced engagement via CRM systems.
- **User-Friendliness:** Dashboards with clear visualizations and intuitive interfaces for stakeholders.

Performance Metrics:

- KPIs: Identified investments, process efficiency, and improved engagement.
- Reliability: Monitoring outcomes, feedback loops, and updates to adapt to new trends.

Finance and Budget

Specific Functionalities:
AI will enhance financial management by:

- **Forecasting:** Analyzing historical data for accurate predictions.
- **Budget Allocation:** Assessing spending patterns to optimize resource distribution.
- **Anomaly Detection:** Identifying fraud and irregularities in transactions.
- **Reporting:** Automating tasks like data consolidation and providing real-time dashboards.

Technical Approach:

- **Design & Development:** Data-driven models aligned with financial goals and workflows.
- **Integration:** Secure APIs for ERP and accounting systems; tailored modules for legacy systems.
- **User-Friendliness:** Customizable dashboards and real-time updates with training support.

Performance Metrics:

- KPIs: Forecast accuracy, reduced manual efforts, and early anomaly detection.
- Reliability: Refinements via monitoring, stakeholder feedback, and regular updates.

Human Resources (HR)

Specific Functionalities:
AI will improve HR operations by:

- **Process Automation:** Streamlining payroll, leave management, and tracking.
- **Employee Engagement:** Chatbots for personalized support and sentiment analysis.
- **Recruitment:** Screening resumes and guiding onboarding with personalized recommendations.

Technical Approach:

- **Design & Development:** User-focused tools with ML for candidate matching and evaluation.
- **Integration:** APIs for seamless syncing with HRMS and payroll systems.
- **User-Friendliness:** Intuitive interfaces, multilingual chatbots, and comprehensive training.

Performance Metrics:

- KPIs: Reduced processing time, improved engagement, and hiring efficiency.
- Reliability: Regular testing, updates, and feedback incorporation.

Information Technology and Cybersecurity (IT)

Specific Functionalities:
AI will support IT operations by:

- **Help Desk Automation:** Virtual assistants for common queries and troubleshooting.
- **Process Streamlining:** Automating tasks like provisioning and system updates.
- **Cybersecurity:** Detecting threats, monitoring compliance, and proactive auditing.

Technical Approach:

- **Design & Development:** Agile processes with ML for threat detection and automation.
- **Integration:** APIs for ITSM and cybersecurity tools; real-time communication pipelines.
- **User-Friendliness:** Intuitive dashboards with contextual recommendations for IT staff.

Performance Metrics:

- KPIs: Faster ticket resolution, increased task automation, and enhanced threat detection.
- Reliability: Continuous performance monitoring, iterative feedback, and model refinements.

Library Services

Specific Functionalities
Evoort Solutions will leverage AI to enhance library services through:

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- **Personalized User Experience:** AI-driven recommendation engines analyze borrowing histories and preferences to offer tailored book and resource suggestions.
- **Enhanced Catalog Searches:** Natural Language Processing (NLP) algorithms enable intuitive, conversational queries for efficient resource discovery.
- **Automated Assistance:** Virtual assistants provide 24/7 support, aiding users with account management, locating resources, and answering FAQs.

Technical Approach

1. **Methodologies for Design and Development**
   - User-focused designs ensure solutions align with library needs and patron behaviors.
   - Recommendation systems are trained on anonymized borrowing data to deliver relevant results.
   - NLP functionalities are iteratively tested to improve search accuracy and user satisfaction.
2. **Integration Strategies**
   - Seamless integration with library management systems and digital platforms ensures real-time synchronization.
   - Secure APIs connect AI solutions with user databases and catalog systems.
   - Compatibility with e-book platforms enhances digital resource accessibility.
3. **User-Friendliness and Accessibility**
   - Multilingual interfaces and visual/voice-based interactions ensure inclusivity.
   - Simple, user-friendly dashboards and chatbots streamline navigation.

Performance Metrics

- **KPIs:** Improved search accuracy, increased user satisfaction, and higher engagement with resources.
- **Continuous Improvement:** Feedback loops, regular algorithm updates, and system performance monitoring maintain accuracy and reliability.

Municipal Courts

Specific Functionalities
AI-driven solutions for municipal courts include:

- **Efficient Case Management:** Automated systems organize records, track deadlines, and notify stakeholders.
- **Routine Inquiry Automation:** Chatbots handle common citizen queries, reducing staff workload.
- **Simplified Legal Information Access:** NLP tools allow citizens to retrieve case documents and understand legal procedures easily.

Technical Approach

1. **Design and Development**
   - Stakeholder-driven iterations ensure solutions meet court-specific needs.
   - Case management AI is trained on anonymized historical data for precision.
   - Modular architectures enable scalability.
2. **Integration Strategies**
   - AI tools integrate with CMS and eFiling platforms via secure APIs.

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- o   Custom connectors ensure compatibility with legacy systems.
3. **User-Friendliness**
   - o   Intuitive dashboards simplify workflows for court staff.
   - o   Chatbots provide accessible citizen-facing support.

Performance Metrics

- **KPIs:** Reduced case processing times, enhanced efficiency, and improved citizen engagement.
- **Continuous Improvement:** Stakeholder feedback and real-time monitoring refine accuracy and functionality.

Parks and Recreation

Specific Functionalities
AI-driven enhancements for parks and recreation include:

- **Program Management Optimization:** Data-driven scheduling and resource allocation improve efficiency.
- **Streamlined Registration Processes:** Automated systems handle user accounts, payments, and notifications.
- **Personalized Recommendations:** Tailored activity suggestions increase participation.

Technical Approach

1. **Design and Development**
   - o   AI models analyze attendance and trends for precision in planning.
   - o   Agile cycles incorporate feedback for iterative improvements.
2. **Integration Strategies**
   - o   Integration with management platforms, payment systems, and reservation tools ensures seamless operations.
3. **User-Friendliness**
   - o   Dashboards provide intuitive navigation for administrators.
   - o   Citizens receive clear activity suggestions through AI-driven systems.

Performance Metrics

- **KPIs:** Increased program efficiency, reduced administrative delays, and higher citizen engagement.
- **Continuous Improvement:** Regular model retraining addresses evolving needs.

Parks Maintenance

Specific Functionalities
Evoort Solutions introduces AI to:

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- **Optimize Maintenance Scheduling:** Predictive models minimize downtime through proactive planning.
- **Streamline Resource Allocation:** AI tools efficiently manage staffing and inventory.
- **Enhance Resident Communication:** Chatbots provide updates, while apps enable issue reporting.

Technical Approach

1. **Design and Development**
   - AI trained on historical data for accurate scheduling and optimization.
   - Modular systems adapt to evolving needs.
2. **Integration Strategies**
   - AI tools integrate with maintenance management systems via APIs.
3. **User-Friendliness**
   - Clear, accessible dashboards for staff and intuitive tools for residents.

Performance Metrics

- **KPIs:** Faster response times, reduced downtime, and improved resident satisfaction.
- **Continuous Improvement:** Feedback mechanisms ensure consistent refinement.

Public Works

Specific Functionalities
AI solutions streamline public works by:

- **Optimizing Schedules:** Predictive analytics prevent delays by evaluating resource availability.
- **Enhancing Resource Management:** Inventory tracking and resource allocation tools ensure operational efficiency.
- **Improving Resident Communication:** Chatbots and notifications keep citizens informed.

Technical Approach

1. **Design and Development**
   - Historical and real-time data inform accurate scheduling models.
   - Agile iterations ensure tools remain aligned with requirements.
2. **Integration Strategies**
   - Seamless integration with project management and communication platforms ensures consistency.
3. **User-Friendliness**
   - Accessible dashboards for staff and citizen-friendly communication tools improve transparency.

Performance Metrics

- **KPIs:** Reduced project delays, optimized resource usage, and higher resident satisfaction.
- **Continuous Improvement:** Ongoing refinements based on performance evaluations and feedback.

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Utility Billing

Specific Functionalities

Evoort Solutions offers AI-powered tools to optimize utility billing:

- **Automated Billing Support**: Chatbots will address routine queries like billing amounts and payment histories, easing staff workload.
- **Streamlined Payments**: Automation of reminders, payment scheduling, and digital wallet integration ensures secure and efficient payments.
- **Real-Time Usage Updates**: AI analytics will provide personalized insights and forecasts to help users manage expenses.

Technical Approach

- **Design & Development**: Modular solutions tailored to billing needs; machine learning models trained on historical billing data; iterative testing with stakeholder input.
- **System Integration**: Seamless API integration with billing and CRM platforms, real-time data synchronization, and compatibility with legacy systems.
- **User Accessibility**: Intuitive, multilingual interfaces with personalized dashboards for better user engagement.

Performance Metrics

- **KPIs**: Faster resolution of billing inquiries, higher adoption of automated payments, and enhanced satisfaction with real-time insights.
- **Continuous Improvement**: Monitoring AI accuracy, leveraging feedback, and updating tools to align with evolving policies and usage trends.

Visitors Bureau

Specific Functionalities

Evoort Solutions employs AI to enhance tourism operations:

- **Visitor Engagement**: AI chatbots deliver real-time responses on attractions, accommodations, and events.
- **Tailored Recommendations**: Suggest personalized itineraries based on visitor preferences and interactions.
- **Tourism Insights**: Analyze trends and forecast demand to improve resource allocation and marketing.

Technical Approach

- **Design & Development**: Solutions based on visitor data and tourism trends, scalable modular architecture, and iterative improvements guided by feedback.
- **System Integration**: Real-time synchronization with tourism platforms, CRMs, and event tools through secure APIs; compatibility with third-party systems.

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- **User Accessibility**: Intuitive interfaces with multilingual support for visitors and dashboards for managers with actionable insights.

Performance Metrics

- **KPIs**: Higher engagement via chatbots, increased adoption of tailored recommendations, and optimized resource use.
- **Continuous Improvement**: Regular updates to AI tools, performance monitoring, and feedback-driven refinements.

Other Government Entity Departments

Specific Functionalities

Evoort Solutions leverages AI to streamline government operations:

- **Enhanced Service Delivery**: Automating processes like application tracking and real-time updates improves responsiveness.
- **Operational Efficiency**: Workflow automation reduces administrative burdens in tasks like scheduling and document processing.
- **Data-Driven Strategies**: AI tools provide actionable insights, forecasts, and dashboards for better decision-making.

Technical Approach

- **Design & Development**: Custom AI solutions based on department-specific needs, leveraging modular and scalable architectures.
- **System Integration**: Secure API-driven integration with existing systems, ensuring seamless data exchange and continuity.
- **User Accessibility**: Intuitive interfaces and multilingual tools designed to align with departmental workflows and diverse populations.

Performance Metrics

- **KPIs**: Faster processing of citizen services, higher adoption of AI-driven analytics, and improved service delivery.
- **Continuous Improvement**: Regular staff feedback, performance monitoring, and updates to adapt to changing processes and data

Risk Management

Evoort Solutions' proposed AI solutions are designed with adaptability and modularity to meet the specific functionalities required by each entity. By leveraging tailored machine learning models, secure data pipelines, and customizable interfaces, the solutions align with the unique operational needs and goals of each participating entity.

Key Risks and Mitigation Approaches

1. **Data Privacy and Security Risks**

   - **Risk**: Sensitive data may be exposed to breaches, unauthorized access, or misuse during AI training and operation.

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- **Mitigation**: Evoort Solutions proposes deploying AI systems within the participating entity's secure environment, minimizing exposure to external networks. All data handling will align with the entity's established security protocols and regulatory requirements.

2. **Model Bias and Accuracy Risks**

    - **Risk**: AI models may produce biased or inaccurate outputs due to limitations in training data or model design.
    - **Mitigation**: Models will be trained on diverse, anonymized datasets to minimize biases. Periodic evaluations and retraining as needed will ensure the AI remains accurate and relevant. Timely audits of outputs will identify any potential bias early, allowing for adjustments to the models.

3. **System Integration Challenges**

    - **Risk**: AI tools may face compatibility issues with existing systems, leading to delays or operational inefficiencies.
    - **Mitigation**: Integration strategies will prioritize secure APIs and custom connectors tailored to the entity's systems. Thorough testing in a simulated environment will ensure smooth integration and identify any potential conflicts prior to deployment.

4. **Adoption and Usability Risks**

    - **Risk**: Users may face challenges in adopting the AI tools due to unfamiliarity or perceived complexity.
    - **Mitigation**: Solutions will be designed with user-friendly interfaces and intuitive workflows. Evoort will also collaborate with entity teams to ensure a clear understanding of the architecture and uses for the tools.

5. **Scalability and Performance Risks**

    - **Risk**: AI systems may fail to scale effectively with increasing data volumes or operational demands.
    - **Mitigation**: Evoort's modular and cloud-ready architecture will enable seamless scalability. Performance metrics will be monitored as required, and system resources can be adjusted dynamically to meet demand.

6. **Regulatory and Compliance Risks**

    - **Risk**: AI tools may inadvertently fail to comply with specific local regulations or policies.
    - **Mitigation**: All solutions will be designed in collaboration with the entity's compliance teams to ensure adherence to data privacy laws, accessibility standards, and other regulatory requirements. Reviews on an as-needed basis will ensure compliance as regulations evolve.

7. **Stakeholder Alignment Risks**

    - **Risk**: Misalignment between AI capabilities and stakeholder expectations may hinder the effectiveness of the solution.
    - **Mitigation**: Evoort will involve stakeholders throughout the development process, from initial scoping to deployment, ensuring their needs and expectations are continuously addressed.

Risk Management Approach

Evoort Solutions adopts a proactive and collaborative risk management approach:

- **Risk Assessment**: Identify and categorize potential risks during the planning phase, prioritizing those with the highest impact.
- **Mitigation Planning**: Develop actionable mitigation strategies for identified risks, including fallback options where necessary.
- **Monitoring and Feedback**: Continuously monitor the solution's performance and gather feedback to identify emerging risks and refine mitigation strategies.
- **Communication and Transparency**: Maintain open communication with stakeholders to ensure they are informed about risk mitigation efforts and any potential challenges.

Compliance and Standards

As the solutions are to be deployed in the participating entity's environment, the products will be subject to the regulatory and security standards of the client organization, which will be followed as needed in collaboration with the client organization's Information Technology and Regulatory Compliance teams. Evoort will abide by the highest standards of compliance and ensure that there are no gaps in meeting these requirements.

Technical Requirements

Below, we have outlined how the solutions proposed by Evoort will meet the required criteria:

Challenge-Specific Functionality

Evoort Solutions' proposed AI solutions are designed with adaptability and modularity to meet the specific functionalities required by each entity. By leveraging tailored machine learning models, secure data pipelines, and customizable interfaces, the solutions align with the unique operational needs and goals of each participating entity. Whether it involves automating routine tasks, optimizing resource allocation, or delivering data-driven insights, the AI systems are designed to integrate seamlessly with existing infrastructures and evolve as requirements change, ensuring sustained relevance and effectiveness.

Scalability

Evoort Solutions designs AI systems with scalability as a core principle, ensuring they can adapt to varying data volumes and interaction levels without compromising performance. Our solutions leverage a modular architecture that allows for seamless expansion and integration of new features or data sources as needs evolve.

By following clean coding principles and adhering to industry best practices, our solutions maintain a high degree of adaptability. Modular components enable scaling individual functionalities—such as data pipelines, model performance, or user interaction layers—independently, reducing the risk of system bottlenecks.

Integration

Evoort Solutions prioritizes seamless integration of AI systems with existing government infrastructures, ensuring minimal disruption to operations while maximizing efficiency. Our solutions are designed to integrate securely with a wide range of systems, including case management, HR management, library databases, public works platforms, parks and recreation systems, utility billing systems, and other specialized tools.

We achieve this through:

- **Secure APIs**: Robust API development ensures smooth communication between AI tools and legacy systems, enabling real-time data exchange and operational consistency.

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- **Custom Connectors**: Where needed, we develop tailored connectors to address compatibility challenges with proprietary or specialized systems.
- **Modular Design**: The modular nature of our solutions allows easy integration with any existing security frameworks.

Real-Time Analytics

Evoort Solutions recognizes the critical importance of real-time analytics in enabling government entities to monitor performance, identify areas of improvement, and make informed decisions.

Key features include:

- **Interactive Dashboards**: Intuitive dashboards provide visual representations of key metrics, enabling users to track progress, monitor trends, and dive deeper into specific areas of interest.
- **Customizable Reporting**: Real-time data is processed and presented in formats tailored to the needs of each entity, allowing for detailed, role-specific insights.
- **Proactive Alerts**: The system flags anomalies or deviations in performance, enabling immediate intervention and minimizing potential issues.

Data security and Privacy

Data Security, Governance, and Compliance has been outlined in the "Data Governance and Cybersecurity Provisions" section.

Natural Language Processing Capabilities

Evoort Solutions integrates advanced Natural Language Processing (NLP) capabilities into its AI solutions to understand and respond effectively to diverse inquiries. These NLP tools are designed to enhance user interactions and improve access to information across various departments and services.

Key features include:

- **Context-Aware Understanding**: NLP models are trained to comprehend the context of inquiries, enabling accurate responses even to complex or multi-part questions.
- **Dynamic Learning**: The NLP engine continuously improves by learning from interactions, refining its accuracy and adaptability to new queries over time.

Accuracy

Evoort Solutions places a strong emphasis on achieving and maintaining high levels of accuracy in data processing and response generation.

Measuring Accuracy:

- **Baseline and Benchmarking**: Accuracy metrics are established during the initial development phase by benchmarking the AI system's performance against known datasets and expected outputs.
- **User Feedback**: Feedback loops from users help evaluate the quality of responses and identify areas requiring improvement.
- **Periodic Testing**: Regular testing with updated datasets ensures that the system remains accurate as new data or requirements emerge.

Maintaining Accuracy:

- **Model Retraining**: AI models are periodically retrained on new data to address shifts in usage patterns, ensuring continued relevance and precision.
- **Quality Control**: Automated validation checks and error-detection mechanisms are embedded into the system to identify and rectify inaccuracies.
- **Monitoring and Updates**: Continuous monitoring of system outputs allows Evoort to identify trends or inconsistencies, implementing updates as needed to maintain accuracy.

Algorithm Transparency

Evoort Solutions is committed to maintaining transparency in the algorithms utilized within its AI solutions.

Algorithms and Design:

- Evoort's AI solutions leverage state-of-the-art machine learning models, including supervised and unsupervised learning algorithms, natural language processing (NLP) models, and predictive analytics frameworks. These algorithms are chosen based on their ability to address specific functional requirements efficiently and effectively.
- To ensure fairness, models are designed with configurable parameters that allow for context-specific adjustments, ensuring alignment with the entity's operational priorities.

Bias Mitigation:

- Training data is carefully curated and pre-processed to identify and minimize inherent biases.
- Regular bias assessments are conducted on model outputs, using established metrics to evaluate disparities across different groups or demographics.
- Feedback loops are incorporated to allow for continuous refinement of algorithms based on real-world usage data, ensuring ethical and balanced outcomes over time.

Validation and Testing:

- All algorithms undergo rigorous testing in simulated environments to ensure their reliability and effectiveness prior to deployment.
- Validation processes include cross-validation with diverse datasets, and scenario-based evaluations to identify potential weaknesses.
- Post-deployment monitoring is conducted to assess performance.

Continuous Improvement

Evoort Solutions incorporates mechanisms for continuous learning and improvement into its AI solutions to ensure sustained performance and adaptability.

Key approaches include:

- **User Feedback Integration**: Insights from end-users are collected and analyzed to refine AI outputs and improve usability.
- **Model Retraining**: AI models are periodically retrained using updated data to maintain accuracy and relevance.
- **Performance Monitoring**: Continuous monitoring of system outputs helps identify areas for improvement and fine-tune algorithms.

Interoperability

Evoort Solutions prioritizes high interoperability in its AI solutions to ensure seamless integration with existing digital infrastructure.

Integration with Current Systems:

- AI tools are developed to align with open standards, ensuring compatibility with a wide range of systems such as ERP, CRM, and GIS platforms.
- Secure APIs enable real-time data exchange and smooth interaction with existing workflows and databases.
- Solutions are designed with flexible data format compatibility (e.g., JSON, XML, CSV) to accommodate diverse datasets and operational needs.

Future Scalability:

- Modular architecture allows for straightforward integration of new systems or functionalities as organizational needs evolve.
- Dynamic configurations ensure compatibility with emerging technologies and scalability for expanding data volumes or operational complexities.

Interoperability Testing:

- Testing begins with integration simulations, where the AI solution interacts with representative datasets and system environments to ensure compatibility and data integrity.
- Functional testing validates the APIs' ability to support secure, bidirectional communication with existing systems.
- Pilot deployments in controlled environments are conducted to identify and resolve any unforeseen challenges before full-scale implementation.

Example of Successful Implementation:

In Evoort's project with Nexeo Plastics, our team deployed AI-powered forecasting tools to optimize inventory management and operational planning. The solution integrated seamlessly with Nexeo's ERP and supply chain management systems, leveraging secure APIs to enable real-time data exchange. This interoperability allowed Nexeo to utilize predictive analytics to forecast demand fluctuations and align procurement strategies effectively. The result was a significant reduction in inventory holding costs and improved supply chain efficiency, demonstrating the value of Evoort's integration expertise.

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Quality Control

Evoort Solutions' quality framework will combine rigorous validation processes, continuous monitoring, and stakeholder feedback to maintain reliability and effectiveness throughout the solution's lifecycle.

Quality Control Measures:

- **Comprehensive Testing**: AI systems will undergo extensive testing phases, including unit, integration, and system testing, to verify functionality and compatibility.
- **Performance Benchmarks**: Clear benchmarks will be established to measure solution performance against key operational goals, ensuring consistent delivery of expected outcomes.
- **Real-World Simulations**: The solutions will be tested in simulated environments that replicate real-world scenarios to identify and address potential issues before deployment.

Validation Processes:

- **Data Validation**: Input data will be evaluated for quality, consistency, and completeness to minimize errors and ensure the accuracy of AI outputs.
- **Iterative Feedback Loops**: Feedback from end-users and stakeholders will be incorporated to refine system performance and align with operational requirements.
- **Ongoing Monitoring**: Post-deployment, the AI solution will be continuously monitored to track performance metrics and identify areas for improvement.

Data Governance and Cybersecurity Provisions

The AI solutions proposed by Evoort Solutions will be hosted within the participating entity's environment or network, as illustrated in the architecture diagram below. This deployment model ensures that sensitive data remains secure, the participating entity has full access control and the data is not exposed to unintended audience. The solution will adhere to the governance, security protocols, and policies defined by the participating entity, allowing full control over access, data usage, data privacy, auditing and monitoring, data retention policies etc.

Indicative AI Architecture For NCTCOG's Participating Entities
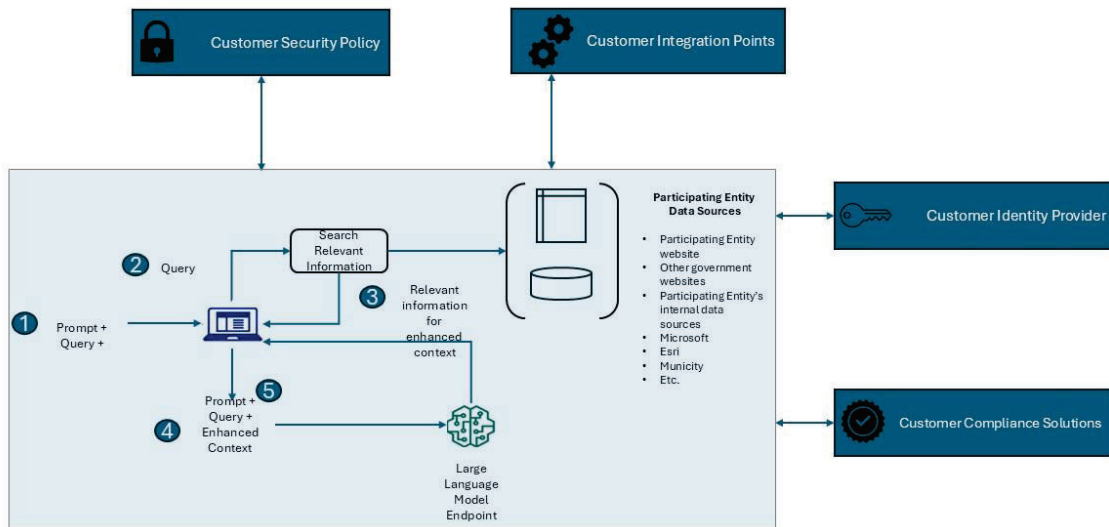
By aligning with the specific requirements of each entity's existing infrastructure, Evoort Solutions ensures a tailored approach to both data governance and cybersecurity while maintaining flexibility for collaboration with the entity's IT and security teams.

Data Governance

Data Integrity and Accuracy

Evoort Solutions will support the participating entity in maintaining accurate and reliable data throughout its lifecycle.

- Validation processes will be implemented to ensure that data is free from inconsistencies.
- Mechanisms for identifying and resolving errors will be tailored to the operational environment of the entity.

Data Privacy and Compliance

As the solution will be hosted within the participating entity's environment, Evoort Solutions will work within the established frameworks of the entity to address privacy and compliance requirements.

- The solution can incorporate anonymization or pseudonymization mechanisms where necessary.
- Evoort will respect all applicable laws, in alignment with the entity's internal policies.
- Clear protocols for managing user consent will be developed as required in collaboration with the entity's compliance team.

Data Access Controls

Access to the solution and its data will be governed by the policies of the participating entity. As such, Evoort Solutions will support and adhere to access controls, authentication protocols, and any protocols and procedures in place inside the participating entity's environment to the fullest extent.

Data Retention and Disposal

Retention policies will be defined in accordance with the entity's guidelines, with flexibility for secure data disposal processes. Any data archival and erasure mechanisms in place in the participating entity's network will be followed and abided by.

Data Auditing and Monitoring

Evoort Solutions integrates rigorous auditing and monitoring practices into its data governance framework, ensuring the ongoing security and integrity of data assets:

- **Regular Audits**: Scheduled evaluations of data usage, access patterns, and compliance with established protocols.
- **Access Logs and Monitoring**: Implementation of detailed logging mechanisms to track data access, modifications, and usage patterns.
- **Anomaly Detection**: AI-powered analytics to identify unusual data usage or access patterns, enabling proactive intervention.

Cybersecurity

Evoort Solutions recognizes that robust cybersecurity is paramount for the successful deployment of AI solutions. Our approach is designed to seamlessly align with and enhance the existing security protocols of the participating entity, ensuring data protection, system integrity, and operational continuity.

Threat Detection and Response

The proposed AI solutions will operate entirely within the participating entity's secure environment, eliminating the need for external interactions or exposing sensitive resources to the wider internet. Any threat detection and response capabilities required will be implemented in alignment with the entity's existing cybersecurity framework. Evoort Solutions will work with the entity's IT and security teams to:

- Leverage existing threat detection tools and strategies for monitoring system activity.
- Ensure that the AI system integrates securely into their environment, following established access control and authentication protocols.
- Provide insights into system architecture to support proactive threat identification and mitigation.

Encryption

To safeguard the confidentiality of data, Evoort Solutions ensures that all data exchanged within the system is secured leveraging the participating entity's existing encryption process, protocols and licenses to ensure full compatibility with the entity's security policies. Key measures include:

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- Supporting the use of encryption protocols for data in transit and at rest, as defined by the participating entity.
- Ensuring adherence to the entity's key management practices to maintain data confidentiality and security.

Vulnerability Management

The AI solution will be designed to minimize vulnerabilities by operating within the entity's existing secure network. Evoort Solutions will:

- Collaborate with the entity to ensure that the solution aligns with existing vulnerability management processes.
- Support the identification of any system-specific risks and provide recommendations for mitigation where needed.
- Ensure compatibility with regular patching and updates carried out by the entity's IT team.

Security Governance Framework

Evoort Solutions will adhere to the participating entity's established security governance framework, ensuring full compliance with their protocols and standards. This includes:

- Integrating seamlessly with the entity's security policies, procedures, and operational guidelines.
- Supporting audit and compliance efforts by providing full transparency into the solution's architecture and operational workflows.

Risk Management

Risk management for the AI solution will focus on complementing the entity's existing safeguards. Evoort Solutions will:

- Work with the entity to identify and address potential risks specific to the AI solution's deployment and operation.
- Provide detailed documentation of the solution's architecture and data flows to enable the entity to assess and mitigate risks effectively.
- Support the development of contingency plans, such as fail-safe mechanisms or disaster recovery protocols, in collaboration with the entity's IT team.

Training and Awareness

Since the solution will be fully hosted within the participating entity's environment, Evoort Solutions is happy to provide the existing participating entity's team with the necessary communication forums, system architecture, data entry points, and possible vulnerabilities to best protect their assets.

Evoort will provide the training to the Cybersecurity team under train-the-trainer framework, whereby once the participating entity's cyber security team is trained, the trained personnel can provide necessary guidance to the wider team as appropriate.

APPENDIX A.1
Pricing for TXShare Cooperative Purchase Program Participants

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

BEST AND FINAL OFFER FOR RFP 2025-018: Artificial Intelligence (AI) Solutions For Public Sector Entities (North Central Texas Council of Governments)

Evoort Solutions proposes a fixed hourly rate pricing structure, with the flexibility for each required designated resource to be deployed onshore with the client, or offshore, depending on the individual preference of each participating entity.

Sr. No	Resource	Resource Location	Previously Offered Hourly Price	Revised Hourly BAFO Price			Percentage Discount over Previous Price		
				Scenario 1: Resource is engaged on adhoc basis i.e., less than 1 month	Scenario 2: Resource is engaged for at least 1 continuous month	Scenario 3: Resource is engaged for at least 6 continuous months	Scenario 1	Scenario 2	Scenario 3
1	AI Project Manager / Program Lead	USA	$ 160	$ 156	$ 148	$ 136	3%	7%	15%
2	AI Solutions Architect / Cloud and DevOps Specialist	USA	$ 140	$ 138	$ 135	$ 131	2%	3%	6%
3	Sr. Data Governance Principal	USA	$ 140	$ 135	$ 130	$ 119	4%	7%	15%
4	Cloud Deployment and Security Specialist	USA	$ 140	$ 135	$ 130	$ 119	4%	7%	15%
5	Business Intelligence Developer / Data Specialist	USA	$ 130	$ 124	$ 118	$ 106	5%	9%	18%
6	MLOps Engineer	USA	$ 140	$ 139	$ 138	$ 138	1%	1%	2%
7	Systems Integration Specialist	USA	$ 120	$ 118	$ 117	$ 113	1%	3%	6%
8	Data Scientist / Machine Learning Engineer	USA	$ 120	$ 120	$ 120	$ 120	0%	0%	0%
9	AI Project Manager / Program Lead	Offshore	$ 90	$ 83	$ 78	$ 67	7%	13%	26%
10	AI Solutions Architect / Cloud and DevOps Specialist	Offshore	$ 75	$ 69	$ 65	$ 54	8%	14%	28%
11	Sr. Data Governance Principal	Offshore	$ 65	$ 57	$ 52	$ 41	12%	21%	38%
12	Cloud Deployment and Security Specialist	Offshore	$ 65	$ 57	$ 49	$ 32	12%	25%	51%
13	Business Intelligence Developer / Data Specialist	Offshore	$ 55	$ 47	$ 39	$ 25	15%	30%	55%
14	MLOps Engineer	Offshore	$ 75	$ 63	$ 50	$ 35	17%	33%	53%
15	Systems Integration Specialist	Offshore	$ 45	$ 41	$ 36	$ 27	10%	19%	40%
16	Data Scientist / Machine Learning Engineer	Offshore	$ 60	$ 52	$ 45	$ 31	13%	25%	49%
Effective Discount (US-based resources)		USA					2%	5%	10%
Effective Discount (Offshore-based resources)		Offshore					11%	22%	41%

These are BAFO prices based on broad information available in the RFP. The specific project-based preferential commercials may be possible depending on the specific scope of the engagement.
The highlighted cells in 'Percentage Discount' columns indicate the savings to NCTCOG Participating Members based on the most likely duration the resource is typically engaged in an AI project.
NCTCOG Participating Members will be able to mix-and-match the rates from across the three options provided above based on the scope of the engagement and expected utilization of the resources.

Assumptions:

1. The participating entity will assign one single point of contact who will facilitate smooth access to the resources at Participating Entity for Evoort's Consultants.

2. Evoort will bring proprietary consulting assets (frameworks, accelerators, templates, benchmarks etc.)

3. The specific scope will be agreed on case-by-case basis for each participating entity. Once the scope is agreed, any changes to the scope are likely to affect execution effort, timelines and cost.

4. The prices are for effort only. Evoort Consultants will bring their own standard laptops with MS Office applications. Access to additional tools, if required, will be facilitated by the Participating Entity.

5. 2.5% Admin fee is factored into the hourly rates proposed.

6. The prices are exclusive of any applicable taxes.

APPENDIX A.2
Service Area Designation Forms

EXHIBIT 3: SERVICE DESIGNATION AREAS

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

(Exhibit 3 continued on next page)

(Exhibit 3 continued)

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

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

End of Exhibit 3

APPENDIX B

NCTCOG FEDERAL AND STATE OF TEXAS REQUIRED PROCUREMENT PROVISIONS

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

REQUIRED 2 CFR 200 CLAUSES
Uniform Administrative Requirements, Cost Principles & Audit Requirements for Federal Awards (Contractor)

1.   Equal Employment Opportunity. CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, sexual orientation, gender identity, or national origin. CONTRACTOR shall take affirmative actions to ensure that applicants are employed, and that employees are treated, during their employment, without regard to their race, religion, color, sex, sexual orientation, gender identity, or national origin. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

2.   Davis-Bacon Act. CONTRACTOR agrees to comply with all applicable provisions of 40 USC § 3141 – 3148.

3.   Contract Work Hours and Safety Standards. CONTRACTOR agrees to comply with all applicable provisions of 40 USC § 3701 – 3708 to the extent this agreement indicates any employment of mechanics or laborers.

4.   Rights to Invention Made Under Contract or Agreement. CONTRACTOR agrees to comply with all applicable provisions of 37 CFR Part 401.

5.   Clean Air Act, Federal Water Pollution Control Act, and Energy Policy Conservation Act. CONTRACTOR agrees to comply with all applicable provisions of the Clean Air Act under 42 USC § 7401 – 7671, the Energy Federal Water Pollution Control Act 33 USC § 1251 – 1387, and the Energy Policy Conservation Act under 42 USC § 6201.

6.   Debarment/Suspension. CONTRACTOR is prohibited from making any award or permitting any award at any tier to any party which is debarred or suspended or otherwise excluded from or ineligible for participation in federal assistance programs under Executive Order 12549, Debarment and Suspension. CONTRACTOR and its subcontractors shall comply with the special provision "Certification Requirements for Recipients of Grants and Cooperative Agreements Regarding Debarments and Suspensions".

7.   Restrictions on Lobbying. CONTRACTOR of these funds is prohibited from using monies for lobbying purposes; CONTRACTOR shall comply with the special provision "Restrictions on Lobbying". CONTRACTOR shall include a statement of compliance with the Lobbying Certification and Disclosure of Lobbying Activities in applicable procurement solicitations. Lobbying Certification and Disclosure of Lobbying Activities shall be completed by subcontractors and included in subcontractor contracts, as applicable.

8.   Procurement of Recovered Materials. CONTRACTOR agrees to comply with all applicable provisions of 2 CFR §200.322.

9.   Anti-Israeli Boycott. By accepting this work order, CONTRACTOR hereby certifies the following:
      1.   CONTRACTOR's Company does not boycott Israel; and
      2.   CONTRACTOR's Company will not boycott Israel during the term of the contract.

The following definitions apply to this statute:

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

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

10. Domestic Preference for Procurements

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

11. Trafficking in Persons

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

Check one of the following:

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

-OR-

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

_____
Signature of Authorized Person
Prinesh Patel
_____
Name of Authorized Person
Evoort Solutions LLC
_____
Name of Company
05/01/2025
_____
Date

APPENDIX C
RESTRICTIONS ON LOBBYING

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

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

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

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

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

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

(1) No federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension continuation, renewal amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

_____
Signature

Founder CEO
_____
Title

Evoort Solutions LLC
_____
Agency

05/01/2025
_____
Date

APPENDIX D
PROHIBITED TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR
EQUIPMENT CERTIFICATION

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

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

A) Telecommunications equipment that is produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliates of such entities).

B) Video surveillance and telecommunications equipment produced by Hytera Communications Corporations, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliates of such entities).

C) Telecommunications or video surveillance services used by such entities or using such equipment.

D) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, Director of the National Intelligence, or the Director of the Federal Bureau of Investigation reasonably believes to be an entity owned or controlled by the government of a covered foreign country.

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

Check one of the following:

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

-OR-

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

_____
Signature of Authorized Person

Prinesh Patel
_____
Name of Authorized Person

Evoort Solutions LLC
_____
Name of Company

05/01/2025
_____
Date

DISCRIMINATION AGAINST FIREARMS ENTITIES OR FIREARMS TRADE ASSOCIATIONS

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

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

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

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

Check one of the following:

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

-OR-

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

_____

Signature of Authorized Person

Prinesh Patel
_____
Name of Authorized Person

Evoort Solutions LLC
_____
Name of Company

05/01/2025
_____
Date

BOYCOTTING OF CERTAIN ENERGY COMPANIES

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

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

    I. engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; and

    II. does business with a company described by paragraph (I).

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

Check one of the following:

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

-OR-

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

_____
Signature of Authorized Person

Prinesh Patel
_____
Name of Authorized Person

Evoort Solutions LLC
_____
Name of Company

05/01/2025
_____
Date

APPENDIX E
DEBARMENT CERTIFICATION

Prinesh Patel
_____being duly
(Name of certifying official)
sworn or under penalty of perjury under the laws of the United States, certifies that neither

_____, nor its principals
(Name of lower tier participant)
are presently:

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

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

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

EXCEPTIONS:

_____

_____

_____

_____
        Signature of Certifying Official
_____
            Title
Founder CEO
        Date of Certification   05/01/2025
Form 1734
Rev.10-91
TPFS