

TXShare

Your Public Sector Solutions Center

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

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

California Creative Solutions, Inc. dba CCS Learning Academy (“Contractor”)
13475 Danielson Street, Suite 230
Poway, CA 92064

ARTICLE I RETENTION OF THE CONTRACTOR

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

ARTICLE II SCOPE OF SERVICES

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

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

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

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

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

2.5 NCTCOG Obligations

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

2.6 Participating Entity Obligations.

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

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

2.7 Contractor Obligations.

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

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

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

ARTICLE III

TERM

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

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

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

ARTICLE IV COMPENSATION

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

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

ARTICLE V SERVICE FEE

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

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

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

ARTICLE VI RELATIONSHIP BETWEEN THE PARTIES

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

ARTICLE VII REPRESENTATION AND WARRANTIES

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

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

**ARTICLE VIII
CONFIDENTIAL INFORMATION AND OWNERSHIP**

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

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

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

**ARTICLE IX
GENERAL PROVISIONS**

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

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

If to Contractor: **California Creative Solutions, Inc.**
dba CCS Learning Academy
Attn: Anand Dandapani
13475 Danielson Street, Suite 230
Poway, CA
Phone: 858-788-3836
Email: govsales@ccslearningacademy.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.

N/A

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.

**California Creative Solutions, Inc.
dba CCS Learning Academy**

North Central Texas Council of Governments

Hitesh Jain
Signature
May 28 2025 17:21 CST
Date

Signed by:
Todd Little
Signature
6/4/2025
Date

Hitesh Jain
Printed Name

349D83294E7946E...
Todd Little
Executive Director

COO
Title

APPENDIX A
Statement of Work

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

Technical Proposal

Leadership and Expertise in AI Solutions

CCS Learning Academy and EaaS AI bring proven leadership and expertise in delivering AI-driven solutions across government, nonprofit, and private sectors, positioning us as trusted partners to serve NCTCOG and its member organizations effectively.

Government Sector: CCS Learning Academy has decades of experience providing tailored training and consultancy services to public sector organizations. We specialize in upskilling employees to adopt emerging technologies, addressing challenges such as regulatory compliance, workflow optimization, and driving innovation within constrained budgets.

Nonprofit Sector: EaaS AI has demonstrated leadership in using AI tools like ChatGPT and Claude to enhance productivity for nonprofits. Notable projects include streamlining grant research, event planning, and communications, aligning AI solutions with organizational goals.

Private Sector: Together, CCS Learning Academy and EaaS AI have delivered scalable AI solutions for businesses, including chatbot development, workflow automation, and AI adoption training, showcasing a robust capacity for solving complex challenges.

Compliance and Ethical Considerations

CCS Learning Academy and EaaS AI understand the critical importance of compliance, ethics, and regulations in public sector AI implementations. We strictly adhere to federal, state, and local frameworks, including the Texas Responsible AI Governance Act and FOIA, ensuring transparency, fairness, and accountability in all solutions.

Key Aspects of Our Approach:

- **Data Governance and Privacy:** Encryption, anonymization, and role-based access controls safeguard sensitive data and maintain public trust.
- **Ethical AI Practices:** Bias detection, demographic parity testing, and regular audits ensure fairness, inclusiveness, and compliance.
- **Regulatory Alignment:** Transparent decision-making and adherence to public sector laws ensure compliance with disclosure requirements.

By combining CCS Learning Academy's proven track record in training and consulting with EaaS AI's innovative AI implementation capabilities, we provide NCTCOG with actionable, ethical, and compliant AI solutions. Our leadership ensures alignment with public sector standards and delivers sustainable outcomes that enhance operational efficiency, decision-making, and innovation.

Our Methodology

CCS Learning Academy and EaaS AI have developed a comprehensive methodology designed to meet the Objectives, Scope of Work, Requirements, and Deliverables outlined in Section 5 of the RFP. Our collaborative approach aligns with organizational goals, actively engages stakeholders, and adheres to strict regulatory and ethical standards. By prioritizing hands-on training and knowledge transfer, we empower NCTCOG stakeholders to confidently adopt, manage, and sustain AI solutions, ensuring long-term success and impactful outcomes.

Key Objectives

1. Enhancing Operational Efficiency:

- Provide hands-on training to staff on using AI tools to streamline workflows and reduce manual tasks.
- Focus training on predictive analytics to optimize resource allocation and infrastructure maintenance, with practical exercises for real-time scenario planning.
- Conduct workflow analysis sessions during training to identify areas where efficiency can be immediately improved.

2. Supporting Decision-Making:

- Develop training programs to empower stakeholders to use AI-powered analytics and interpret results for actionable insights, with role-playing scenarios to simulate decision-making challenges.
- Teach natural language processing (NLP) techniques to extract meaningful data from reports and feedback, using interactive datasets for practice.

3. Driving Innovation:

- Train staff on GPT-based assistants and advanced AI capabilities to enhance citizen engagement, with workshops on creative AI applications for public services.
- Encourage innovation through skill-building sessions focused on identifying new AI opportunities and hands-on labs for experimenting with emerging technologies.

Focus on Training and Knowledge Transfer

Our methodology emphasizes training and knowledge transfer as the cornerstone of successful AI implementation. This approach fosters self-sufficiency by equipping teams with the skills needed to:

- Independently manage and optimize AI tools.
- Adapt to evolving technologies.
- Drive continuous improvement aligned with strategic goals.

By building internal expertise and reducing reliance on external support, we ensure NCTCOG achieves long-term value and sustainable success, delivering impactful outcomes for its member organizations.

Acknowledgement of Solicitation Objectives and response to section 5.1

CCS Learning Academy and EaaS AI fully recognize and acknowledge the Objectives, Scope of Work, Requirements, and Deliverables specified in Section 5 of RFP #2025-023. Our Below are specific refinements to address the RFP's expectations:

This Technical Proposal serves as a testament to our understanding of and commitment to the vision set forth in the RFP.

The objectives of the AI consultancy services include, but are not limited to:

● Assessing Organizational Processes

- Evaluating current workflows, technologies, and processes to identify areas where AI can enhance efficiency, accuracy, and service delivery. This involves engaging stakeholders to uncover specific departmental pain points and opportunities.

- **Identifying Opportunities for AI Integration**
 - Leveraging a structured assessment process to pinpoint actionable AI use cases within various departments, such as public safety response optimization, citizen engagement tools, predictive maintenance, and interdepartmental communications.
 - Conducting feasibility studies that weigh potential benefits against costs and risks, ensuring the most impactful use cases are prioritized.
- **Recommending AI Tools and Frameworks**
 - Recommending cutting-edge AI tools and frameworks, including GPT models and embeddings, tailored to meet the unique challenges of each department.
- **Developing a Comprehensive Data Strategy**
 - Crafting an AI roadmap that emphasizes data quality, governance, privacy, and security while addressing the organization's immediate and long-term goals.
- **Strategic Roadmap Creation**
 - Developing an implementation roadmap with clearly defined governance structures, timelines, milestones, and deliverables.
- **Ensuring Legal and Ethical Compliance**
 - Guaranteeing that all AI implementations meet legal standards, such as FOIA and other state/federal regulations, and establishing robust technical, administrative, and policy controls.
- **Providing Training and Knowledge Transfer**
 - Equipping internal teams with the knowledge and tools needed to integrate AI into their workflows effectively. Training programs and one-to-one coaching will focus on empowering employees to use AI for tasks like data analysis, drafting reports, automating repetitive workflows, analyzing citizen feedback, creating dynamic dashboards, enhancing internal communication tools, and developing predictive analytics models, policy drafting, and citizen engagement.
- **Quantifying Long-term AI Value**
 - Demonstrating the ROI of AI through business cases for current and future investments, showcasing AI's impact on organizational efficiency and service delivery.
- **Supporting Pilot and Full-scale Implementations**
 - Assisting with pilot projects to refine AI solutions and scaling successful implementations organization-wide. Providing hands-on training ensures sustainable, in-house AI operations.
- **Incorporating a 5-Year AI Roadmap**
 - Designing a roadmap to guide the organization's strategic AI development over the next five years, ensuring adaptability to emerging technologies and evolving needs.

Acknowledgement to Scope of Work and response to section 5.2

We agree to perform the following tasks upon selection.

1. AI Strategy Development

- **Collaborating with Departments:** We begin by engaging individual departments through tailored workshops, interviews, and collaborative brainstorming sessions. This allows us to understand their unique workflows, challenges, and goals. For instance, a public safety department might prioritize real-time analytics for resource allocation, while HR could focus on automating candidate screening.
- **Identifying Use Cases:** Once departmental needs are mapped, we conduct an in-depth analysis to identify actionable use cases. For example:
 - Using AI for predictive maintenance in infrastructure to reduce downtime and costs.
 - Deploying chatbots to handle repetitive citizen queries, freeing up staff for more complex issues.
 - Streamlining grant writing processes by automating research and proposal drafting.
- **Evaluating and Prioritizing Use Cases:** We rank these use cases based on feasibility, impact, and alignment with organizational goals. Criteria include ease of implementation, potential ROI, and alignment with compliance and ethical standards.

- **Tailored Solutions:** By working closely with departmental stakeholders, we design AI solutions that address their specific needs. These solutions are fully integrated into existing workflows, ensuring seamless adoption and measurable benefits.
- **Needs Assessment:**
 - **Process Overview:**
 - Conduct structured interviews with department heads and key personnel.
 - Deploy surveys to gather quantitative data on workflow bottlenecks and operational challenges.
 - Map existing processes and identify pain points through process observation and data analysis.
 - **Stakeholders Involved:**
 - Department leaders (e.g., public safety chiefs, HR directors).
 - Frontline staff who use existing tools and workflows daily.
 - IT teams responsible for integrating new technologies.
 - Citizen advisory boards or public engagement teams to ensure solutions meet community needs.
- **Deliverables from the Needs Assessment:**
 - Detailed process maps identifying inefficiencies and opportunities for AI integration.
 - A list of prioritized use cases, each with a feasibility and impact assessment.
 - A report outlining quick wins versus long-term strategic projects.
- **Example Roadmap or Strategy:**
 - **Phase 1: Discovery and Needs Assessment**
 - Conduct workshops and stakeholder interviews.
 - Deliver an initial AI assessment report.
 - **Phase 2: Pilot Project Development**
 - Implement a pilot for a high-priority use case, such as predictive maintenance for city infrastructure.
 - Provide iterative feedback loops to refine the solution.
 - **Phase 3: Scaling and Training**
 - Scale the solution to other departments or regions.
 - Develop training programs and knowledge transfer materials for internal teams.
 - **Phase 4: Long-Term Support and Evaluation**
 - Deliver ongoing support to ensure successful implementation.
 - Evaluate performance metrics and adjust strategies for continuous improvement.

2. Feasibility Study and Use Case Identification

- We propose a structured scoring methodology for prioritizing AI use cases based on feasibility, impact, and alignment with organizational goals. For example:
 - *Feasibility:* Availability of clean and structured data.
 - *Impact:* Potential for cost savings, time efficiency, and enhanced citizen engagement.
 - *Alignment:* Fit with NCTCOG's strategic vision and compliance requirements.
- Our feasibility studies will include structured interviews with stakeholders, an assessment of data readiness, and an analysis of technical requirements to validate proposed AI use cases. Each use case will undergo a risk-benefit analysis to prioritize those offering the most measurable value and alignment with compliance requirements. These steps will help create actionable recommendations and ensure alignment with strategic priorities.
- **Process for Conducting Feasibility Studies:**
 - **Step 1: Stakeholder Engagement**

- Collaborate with department heads and staff to understand workflows, operational challenges, and goals.
- Involve IT teams to assess infrastructure readiness.
- Engage legal and compliance officers to identify regulatory requirements.
- **Step 2: Data Analysis and Process Mapping**
 - Analyze historical data to uncover trends, inefficiencies, and gaps that AI can address.
 - Map current workflows to pinpoint potential integration points for AI solutions.
 - Evaluate data quality, availability, and compatibility with AI technologies.
- **Step 3: Use Case Development and Evaluation**
 - Identify a range of potential AI use cases tailored to departmental needs.
 - Assess feasibility based on criteria such as data readiness, expected impact, alignment with strategic goals, and cost.
 - Prioritize use cases using a scoring matrix that evaluates technical viability, organizational readiness, and projected ROI.
- **Step 4: Risk Assessment and Mitigation Planning**
 - Identify potential risks, such as data privacy concerns or resource limitations.
 - Develop mitigation strategies, including robust compliance checks, phased implementation plans, and stakeholder training.
- **Who is Involved:**
 - Department leadership to define priorities and validate use cases.
 - Data analysts to evaluate data quality and perform statistical analyses.
 - IT personnel to assess system integration and infrastructure readiness.
 - Legal and compliance teams to ensure regulatory adherence.
- **What We Are Looking For:**
 - Tangible problems that AI can solve, such as reducing response times, improving citizen satisfaction, or streamlining workflows.
 - High-impact areas where AI can deliver measurable value.
 - Challenges that require scalable, adaptable solutions for long-term use.
- **Flexibility in Recommendations:** We recognize that NCTCOG’s procurement policies may dictate specific software or tools for implementation. Our recommendations will focus on functionality and outcomes rather than prescribing proprietary platforms. We will ensure compatibility with tools commonly used in government procurement, such as OpenAI, Tableau, Power BI, or similar platforms, as needed.
- **Risk-Benefit Assessment:** Each proposed use case will undergo a thorough analysis to ensure its viability, value, and alignment with organizational goals. This analysis involves the following steps:
- **Identifying Value:**
 - Assess the potential benefits of the use case, such as cost savings, efficiency improvements, enhanced citizen satisfaction, and alignment with strategic goals.
 - Quantify outcomes through key metrics like reduced processing times, increased accuracy, or ROI projections.
- **Evaluating Risks:**
 - Identify technical risks, such as data quality issues, integration challenges, or infrastructure limitations.
 - Address operational risks, including user adoption barriers and workflow disruptions.
 - Consider regulatory and compliance risks, such as data privacy concerns and adherence to legal standards.
- **Developing Mitigation Strategies:**
 - Implement robust compliance frameworks to ensure adherence to data protection and ethical standards.
 - Create phased implementation plans to reduce operational disruption and ensure smooth integration.
 - Provide training and support to address user adoption challenges.
- **Expected Outcomes:**

- Detailed assessments of how the use case will enhance operational efficiency and meet departmental objectives.
- Recommendations for prioritization based on impact, feasibility, and alignment with organizational priorities.
- A clear understanding of trade-offs between benefits and risks to inform decision-making.

3. AI Solution Design and Roadmap

Detailed plans for pilot testing and iterative feedback cycles to refine solutions for scalability. Specific metrics, such as processing time reductions or improved service delivery rates, will be tracked.

- **How We Develop Solutions:**

- **Step 1: Stakeholder Collaboration**

- Host workshops and brainstorming sessions with departmental leaders to define specific objectives and challenges.
- Involve IT teams to assess technical capabilities and compatibility with current infrastructure.
- Engage frontline employees to gather insights on operational bottlenecks and desired efficiencies.

- **Step 2: Solution Prototyping and Validation**

- Create prototypes for high-priority use cases, such as GPT-powered assistants for citizen engagement or predictive analytics for infrastructure maintenance.
- Validate solutions through pilot testing, ensuring alignment with departmental requirements and collecting iterative feedback for refinement.

- **Step 3: Integration Planning**

- Design integration workflows to embed AI tools into existing systems (e.g., CRMs, ERP platforms, or case management systems).
- Collaborate with compliance officers to ensure all integrations meet regulatory standards.

- **Step 4: Governance and Metrics Establishment**

- Define governance structures to oversee AI implementation, including roles, responsibilities, and escalation processes.
- Establish key performance indicators (KPIs) to measure success, such as reduced processing times, increased citizen satisfaction, or operational cost savings.

- **What the Roadmap Includes:**

- **Phase 1: Initial Design**

- Deliver prototypes and validate them through stakeholder feedback.
- Develop a detailed design document outlining workflows, integrations, and performance metrics.

- **Phase 2: Pilot Implementation**

- Launch pilots in selected departments to test AI solutions in controlled environments.
- Monitor performance, collect feedback, and make iterative adjustments.

- **Phase 3: Full Deployment**

- Scale successful pilots to other departments or regions, ensuring all stakeholders are adequately trained.
- Implement continuous monitoring tools to track KPIs and system performance.

- **Phase 4: Long-Term Strategy**

- Create a 5-year roadmap for AI evolution, including potential upgrades, scaling plans, and future use cases.
- Develop sustainability plans to ensure internal teams can maintain and improve AI systems independently.

- **Who is Involved:**

- Department leaders to ensure alignment with organizational priorities.
- IT teams to facilitate technical integration and resolve infrastructure challenges.
- Data analysts to refine models and validate performance.
- Compliance officers to ensure adherence to ethical and regulatory standards.

- End-users to provide feedback on usability and effectiveness.
- **How We Ensure Success:**
- **Stakeholder Engagement:** We maintain open communication with stakeholders throughout the project lifecycle, ensuring alignment with organizational goals and fostering a collaborative environment.
 - Regular check-ins and progress updates keep all parties informed and allow for real-time adjustments.
- **Tailored Solutions:** We develop AI tools and strategies customized to departmental needs, ensuring seamless integration with existing workflows and measurable results.
 - Prototypes are refined through iterative testing cycles, incorporating feedback from end-users and key decision-makers.
- **Comprehensive Training:** Our training programs equip staff with the skills needed to independently manage and optimize AI tools post-implementation.
 - Hands-on workshops, one-on-one coaching, and continuous learning resources ensure staff are confident and capable.
- **Compliance and Ethics:** We prioritize regulatory adherence and ethical AI practices, reducing risks and promoting trust in AI systems.
 - Robust data security measures and transparent governance frameworks are at the core of every solution.
- **Performance Monitoring:** We implement real-time monitoring tools to track KPIs and system performance.
 - Post-deployment evaluations ensure solutions meet or exceed expectations, with recommendations for ongoing improvement.
- **Scalability and Sustainability:** Successful pilot programs are scaled across the organization, supported by detailed implementation guides and continuous technical assistance.
 - Knowledge transfer plans empower internal teams to maintain and adapt AI systems long-term.
- **Proven Success Methodology:** By leveraging best practices honed through our nonprofit and for-profit experience, we ensure projects are delivered on time, within budget, and aligned with strategic goals.

4. Pilot Testing and Implementation Support

- **Pilot Design:**
 - Collaborate with stakeholders to define objectives, success metrics, and scope for the pilot.
 - Identify the departments and workflows best suited for testing the AI solution.
 - Create a detailed pilot plan, including schedules, roles, and responsibilities.
- **Controlled Deployment:**
 - Deploy AI solutions in a controlled environment to assess performance under realistic conditions.
 - Ensure integration with existing systems and workflows while minimizing disruption.
- **Data Collection and Analysis:**
 - Monitor system performance using real-time analytics to gather data on key metrics, such as processing times and error rates.
 - Collect qualitative feedback from end-users to evaluate usability and effectiveness.
- **Iterative Refinements:**
 - Use data insights and user feedback to identify areas for improvement.
 - Conduct iterative cycles to refine AI tools and address any technical or operational issues.
- **Evaluation and Reporting:**
 - Summarize findings in a comprehensive pilot report, including lessons learned and recommendations for scaling.
- **Who is Involved:**
 - **Stakeholders:** Department leaders and staff provide insights and validate the solution's alignment with objectives.
 - **IT Teams:** Facilitate secure deployment, system integration, and performance monitoring.
 - **End Users:** Participate in pilot testing to assess usability and offer real-world feedback.
 - **Data Analysts:** Evaluate performance metrics and analyze the solution's impact on workflows.

- **How Pilots Are Conducted:**
 - Select high-priority use cases that align with departmental goals and offer measurable outcomes.
 - Develop detailed test cases and performance metrics tailored to the pilot’s objectives.
 - Conduct iterative refinement cycles based on findings, ensuring continuous improvement and stakeholder satisfaction.
 - Provide regular updates to stakeholders to maintain transparency and align expectations.
- **Expected Outcomes from Pilot Testing:**
 - Validated AI solutions with proven functionality and alignment to departmental needs.
 - Comprehensive reports detailing pilot performance, outcomes, and areas for improvement.
 - Recommendations for scaling the solution organization-wide, supported by a roadmap for full implementation.
 - Post-pilot frameworks to ensure sustainable long-term monitoring and optimization of AI tools.

5. Training, Adoption, and Capacity Building

- **What Our Training Includes:**
 - Hands-on workshops for up to 10 staff members per session, ensuring personalized attention and effective skill-building.
 - One-on-one coaching for team leaders or specialized users who require deeper expertise, as well as for team members who might have limited prior knowledge or technical experience.
 - A blend of virtual and in-person sessions to accommodate varying schedules and accessibility needs.
 - Regular training updates to keep staff informed about advancements in AI technologies and tools, provided in the form of Loom videos, emails, and actual in-person or virtual training sessions.
 - Assessments to ensure participants understand the training content and can effectively apply it to their workflows.
- **How Training Is Delivered:**
 - **Workshops:** Interactive group sessions to teach practical skills, such as using AI-powered dashboards, generating reports, or analyzing citizen feedback.
 - **One-on-One Coaching:** Personalized guidance for key staff members to address specific departmental challenges or advanced use cases.
 - **Role-Based Training:** Tailored programs for different staff levels, such as operational training for frontline users and strategic training for managers.
- **When and Where Training Occurs:**
 - Training sessions are scheduled during implementation phases to align with tool deployment timelines.
 - Workshops can be conducted in-person at departmental offices or virtually through a secure platform, depending on participant needs and preferences.
- **Who Is Involved:**
 - Trainers: Expert AI instructors with a background in delivering impactful training programs across sectors.
 - Participants: Departmental staff, IT teams, and managers responsible for using or overseeing AI tools.
 - Leadership: Department heads to champion adoption and ensure alignment with organizational goals.
- **Capacity Building for Sustainability:**
 - Knowledge transfer plans that document workflows, best practices, and troubleshooting guides.
 - Follow-up sessions to reinforce skills and address emerging challenges.
 - Ongoing support for internal champions who take on roles as AI ambassadors within their departments.
- **How We Ensure Adoption:**
 - Conduct pre-training surveys to understand user needs and tailor content accordingly.
 - Use interactive scenarios and real-world examples to demonstrate tool relevance and value.
 - Provide post-training evaluations to gather feedback and continuously improve training delivery.

Our response to specifications and requirements (section 5.3)

1. Consultant Expertise and Qualifications

- **Who We Are:** CCS Learning Academy, as the Prime Vendor, brings decades of expertise in delivering customized training and consultancy services, with a focus on scalable workforce development and seamless integration of AI technologies for public sector clients. In partnership with EaaS AI, a certified and innovative subcontractor specializing in tailored, ethically compliant AI solutions, we combine our strengths to deliver comprehensive and impactful strategies aligned with NCTCOG’s goals and regulatory standards.
- **What We Offer:**
 - **Extensive AI Expertise:** Designing and implementing AI solutions tailored to diverse organizational needs, including predictive analytics, natural language processing, and custom AI tool development.
 - **Comprehensive Needs Assessments:** Proven methodologies to identify actionable AI opportunities, ensuring alignment with organizational goals and measurable outcomes.
 - **Tailored AI Solutions:** Collaborative engagement with stakeholders to develop AI tools that integrate seamlessly into existing workflows, maximizing efficiency and effectiveness.
 - **Empowering Training Programs:** Hands-on training that equips staff to independently adopt and maintain AI tools, ensuring long-term sustainability and reducing reliance on external support.
 - **Commitment to Compliance and Ethics:** Robust understanding of regulatory requirements, delivering solutions that promote fairness, transparency, and accountability.
 - **Certified Expertise:** Certifications such as the AI Persona Method Certification underline our commitment to staying at the forefront of AI innovation and best practices.
- **How We Ensure Success:**
 - Our approach focuses on engaging stakeholders to align solutions with organizational goals, delivering tailored AI tools that enhance efficiency and decision-making, and providing comprehensive training for sustainable adoption. With strict adherence to compliance standards, continuous performance monitoring, and scalable strategies, CCS Learning Academy and EaaS AI ensure impactful, long-term outcomes, empowering NCTCOG to achieve its strategic objectives effectively.

2. Data Security and Privacy Compliance

- **Why It Matters:** Data security and privacy are foundational to building trust in AI solutions. We ensure that all AI implementations adhere to the highest standards of data protection and ethical use, with a focus on safeguarding sensitive government and citizen data.
- **How We Ensure Compliance:**
 - **Collaboration with IT Departments:**
 - Work closely with IT teams to assess existing infrastructure and implement necessary technical safeguards, such as encryption protocols and secure access controls.
 - Facilitate system integration to ensure that AI tools align with organizational IT policies and infrastructure.
 - Conduct joint audits and risk assessments with IT departments to proactively identify and mitigate potential vulnerabilities.
 - **Regulatory Adherence:**
 - All solutions comply with applicable federal and state regulations, including FOIA and the Texas Responsible AI Governance Act.
 - We ensure adherence to Texas-specific requirements such as:
 - Mandating transparency in AI decision-making processes.
 - Documenting and minimizing bias in algorithms and datasets.
 - Following guidelines on the ethical collection and use of citizen data.
 - **Technical Safeguards:**
 - Work with IT department to employ robust encryption protocols to protect sensitive data both at rest and in transit.

- Implement role-based access controls to restrict data exposure to authorized personnel only.
- Work with IT departments to monitor systems continuously for breaches and establish rapid-response protocols to handle incidents.
- Work with IT departments to secure API integrations to prevent unauthorized access during data exchanges between AI tools and government systems.
- **Operational Safeguards:**
 - Train staff on data handling best practices to reduce human error risks.
 - Establish data governance frameworks to manage AI usage ethically and securely.
 - Promote the use of anonymized and randomized datasets to ensure privacy during AI training and development processes. Such as:
 - Removing identifiable information, such as names, addresses, and IDs, to protect individuals' privacy.
 - Randomizing dataset attributes to prevent reverse engineering or correlation of sensitive information.
 - Ensuring that anonymization techniques meet Texas-specific legal requirements and align with the Texas Responsible AI Governance Act.
 - Testing and validating anonymized datasets to confirm that AI models maintain accuracy and performance without compromising data security.
 - Using synthetic data when appropriate, which mimics real datasets while eliminating the risk of exposing sensitive information.
 - Collaborating with IT departments and legal teams to document processes and ensure regulatory compliance during AI model training.
- **Texas-Specific Compliance:**
 - Conduct compliance audits tailored to the Texas Responsible AI Governance Act, focusing on transparency, accountability, and the minimization of algorithmic bias.
 - Ensure all systems meet the security protocols outlined by the Texas Department of Information Resources (DIR), including guidelines for cloud-based AI solutions.
 - Collaborate with state oversight bodies to maintain consistent alignment with evolving regulations.

3. Project Management and Reporting

- **Initial Planning and Scoping:**
 - Collaborate with stakeholders to define project objectives, success metrics, and deliverable timelines.
 - Conduct a kickoff meeting to align teams, establish communication protocols, and confirm roles and responsibilities.
- **Phased Execution and Iterative Development:**
 - Employ iterative development cycles to enable flexibility and adapt to feedback during the implementation process.
 - Break the project into clear phases with milestones to track progress and validate deliverables incrementally.
- **Performance Monitoring:**
 - Use adaptable tracking methods, such as reports and check-ins, to provide visibility into project progress and address potential bottlenecks.
 - Ensure metrics are aligned with predefined success criteria to measure outcomes effectively.
- **Risk and Issue Management:**
 - Identify potential risks early in the project lifecycle and develop mitigation plans to address them proactively.
 - Utilize issue tracking tools like shared spreadsheets, ticketing systems, or communication platforms to document and resolve challenges.
- **Post-Implementation Review:**
 - Conduct a comprehensive review of project outcomes against predefined success metrics.
 - Document lessons learned and provide recommendations for future improvements.

- **Who is Involved:**
 - **Project Managers:** Oversee planning, execution, and coordination among all teams.
 - **Stakeholders:** Provide input and validation to ensure project alignment with organizational goals.
 - **Technical Teams:** Deliver AI solutions, conduct testing, and resolve technical challenges.
 - **End Users:** Validate usability and provide feedback for iterative improvements.
- **How We Ensure Success:**
 - Foster collaboration through structured communication plans, including regular status meetings and stakeholder updates.
 - Use flexible tracking tools and clear documentation to maintain accountability.
 - Emphasize continuous feedback loops to refine solutions and adapt to changing requirements.

4. Budget and Cost Estimates [price attached in required format]

- **What We Include:**
 - Detailed cost breakdowns for AI tools, licensing, training, ongoing maintenance, and creating and customizing AI solutions.
 - Transparent pricing models that account for scalability and long-term sustainability.
 - Recommendations for cost-efficient solutions tailored to departmental budgets.
- **How We Support Budgeting:**
 - Collaborate with stakeholders to align costs with organizational priorities.
 - Provide flexible options for phased implementations to maximize value within budget constraints.
- **Comprehensive Cost Breakdown:**
 - **Consultancy Fees:** Detailed by role (e.g., Consultant, AI Solution Developer, Project Coordinator) with hourly rates or fixed pricing based on scope.
 - **Training Costs:** Itemized for virtual and in-person group sessions, one-on-one coaching, content creation, and follow-up support, including assessments and post-assessments.
 - **Software Licensing Costs:** If applicable, will be determined based on actionable deliverables. They will not be paid to the subcontractor.
 - **Project Management and Administrative Support:** Fees for planning, reporting, and coordination to ensure project success.
 - **Creating and customizing AI tools:** This includes developing tailored AI models and tools to address specific organizational needs,
 - **Travel Expenses:** Expenses will be determined at the time of contract negotiation and based on actionable deliverables.
- **Flexible Pricing Structures:**
 - **Time-and-Materials:** Hourly rates for roles and services with transparent tracking of time and expenses.
 - **Fixed-Price Contracts:** Predefined costs for specific

5. Data Strategy and Management

CCS Learning Academy and EaaS AI ensure all AI solutions developed under this engagement align with best practices in data quality, governance, privacy, and security, enabling sustainable and compliant AI adoption for NCTCOG and its member organizations.

Data Quality Controls

1. **Integrity and Accuracy:** We implement automated and manual validation processes to identify and correct data inaccuracies or inconsistencies, using tools such as Excel and SQL.
2. **Data Validation:** Custom scripts and peer-reviewed systems flag and address errors, ensuring datasets meet predefined rules.
3. **Data Enrichment:** Missing or incomplete fields are supplemented using external sources (e.g., APIs) and NLP techniques, enhancing datasets for better AI model performance.

Data Governance Framework

1. **Governance Policies:** Clear policies for data ownership, usage rights, and stewardship roles are defined in collaboration with stakeholders to ensure accountability.
2. **Compliance Documentation:** Governance strategies adhere to regulations like FOIA, Texas-specific AI laws, and GDPR, with standardized templates and workflows to ensure consistency.
3. **Version Control and Lineage:** Robust systems document the origin, transformation, and usage of datasets to maintain transparency and accuracy.

Data Privacy Assurance

1. **Privacy Law Adherence:** Anonymization techniques and encryption standards are applied to safeguard sensitive data and comply with privacy laws, including GDPR.
2. **Consent Management:** Transparent protocols ensure proper consent is obtained and documented for all data use.
3. **Retention Policies:** Secure data retention policies minimize unnecessary storage while meeting compliance standards.

Data Security Protocols

1. **Encryption and Access Control:** Role-based access controls (RBAC) and multifactor authentication (MFA) protect sensitive data.
2. **Incident Response Plan:** Predefined roles and actions address data breaches effectively, ensuring minimal disruption.
3. **Secure Backup Practices:** Tiered strategies with regular testing ensure reliable data recovery in case of loss or ransomware attacks.

Ongoing Data Strategy Evaluation

1. **Periodic Reviews:** Quarterly and annual evaluations assess compliance, performance, and alignment with technological advancements and regulatory changes.
2. **Training and Capacity Building:** Workshops and self-assessment tools equip internal teams to manage and maintain data strategies post-consultation.
3. **Technology Updates:** Regular assessments ensure integration of the latest AI tools while identifying areas for improvement.

By adhering to these practices, we deliver scalable and compliant data strategies that maintain data integrity, ensure security, and empower sustainable AI adoption.

6. Ethical AI Requirements

CCS Learning Academy and EaaS AI ensure that all AI solutions align with ethical principles, promoting fairness, transparency, accountability, and proactive bias mitigation, meeting NCTCOG’s expectations.

Ethical Framework Alignment

1. **Industry Alignment:** All AI solutions adhere to ethical guidelines, including the IEEE Global Initiative on Ethics of Autonomous Systems and NCTCOG's principles.
2. **Fairness and Inclusiveness:** Processes ensure fairness in AI outputs by conducting demographic parity tests and reviewing outcomes for disparate impact. Inclusiveness criteria guarantee equitable representation in datasets and cultural sensitivity in applications.

Bias Detection and Mitigation

1. **Bias Identification:** Statistical methods and AI audit tools detect biases in training data and algorithms, ensuring balanced and accurate outcomes.
2. **Ongoing Monitoring:** Implement continuous monitoring, using automated alerts and regular audits to identify and mitigate emerging biases during deployment.

Transparency Protocols

1. **Model Interpretability:** Ensure models are interpretable by stakeholders with plain-language summaries and case studies explaining decision logic.

2. **Documentation:** Maintain detailed records of data sources, decision-making processes, and model outputs. Provide centralized, role-based access to ensure transparency and usability.

Accountability Measures

1. **Defined Responsibility:** Establish a RACI matrix to assign clear roles for AI development, deployment, and oversight, ensuring accountability at every stage.
2. **Auditing Mechanisms:** Create a robust audit framework to track decisions, changes, and risks. Conduct internal and third-party audits to verify adherence to ethical standards.

Impact Assessments

1. **Regular Assessments:** Conduct ethical impact evaluations using frameworks like PESTLE to assess societal, cultural, and operational implications of AI systems.
2. **Corrective Actions:** Develop plans for revising algorithms, retraining models, and updating datasets to address findings from assessments, ensuring continuous improvement.

This approach guarantees ethical, transparent, and accountable AI solutions that align with industry best practices and NCTCOG’s principles.

Acknowledgement of Deliverables and our response to section 5.4

Initial AI Strategy Report

- **Purpose:** The Initial AI Strategy Report provides a comprehensive analysis of current processes, identifies opportunities for AI integration, and outlines a roadmap for implementation. This document serves as the foundation for all subsequent project phases.
- **What It Includes:**
 - Summary of existing workflows, challenges, and inefficiencies identified during the needs assessment.
 - Prioritized use cases for AI integration, ranked by feasibility, impact, and alignment with organizational goals.
 - Risk-benefit analysis for each use case, highlighting potential challenges and mitigation strategies.
 - Recommendations for pilot projects to validate high-priority use cases.
 - A strategic roadmap outlining short-term and long-term AI initiatives with milestones and success metrics.
- **Format:**
 - Delivered as a detailed written document, including visuals such as process maps, prioritization matrices, and timelines.
 - Accompanied by a presentation summarizing key findings and recommendations for stakeholders.
- **Delivery Timeline:**
 - Provided within four weeks of project initiation, following the completion of the needs assessment phase.

Feasibility Studies

- **Purpose:** Feasibility studies provide a structured approach to evaluating potential AI use cases, assessing their practicality, risks, and alignment with organizational goals. These studies serve as a decision-making tool to prioritize initiatives that offer the most value.
- **What It Includes:**
 - **Comprehensive Use Case Evaluation:**
 - A prioritized list of AI use cases tailored to departmental objectives.
 - Feasibility assessments based on data readiness, technical requirements, and organizational capacity.
 - **Risk-Benefit Analyses:**

- Detailed examination of potential risks, including data security, compliance, and operational challenges.
- Expected benefits such as cost savings, improved efficiency, and enhanced citizen engagement.
- **Implementation Timelines:**
 - Clear timelines for initiating, piloting, and scaling use cases.
 - Identification of quick-win opportunities versus long-term initiatives.
- **Resource Needs Assessment:**
 - Detailed breakdown of required resources, including personnel, technology, and budget allocations.
- **Stakeholder Engagement:**
 - Input from key stakeholders to validate findings and align recommendations with organizational goals.
- **What the Study Looks Like:**
 - Delivered as a comprehensive report that includes visuals such as decision matrices, cost-benefit tables, and risk maps.
 - Includes modular sections for easy navigation, such as "Top Use Cases," "Risk Mitigation Strategies," and "Next Steps."
- **How It Is Delivered:**
 - Provided as a written report supplemented by an in-person or virtual presentation to stakeholders.
 - Accompanied by supporting documentation, such as interview summaries and data analyses.
- **Who Receives It:**
 - Organizational leadership, project sponsors, and IT teams involved in AI implementation.
 - Key departmental leaders who will oversee or benefit from the proposed AI solutions.
- **Delivery Timeline:**
 - Completed within four weeks of project kickoff, allowing time for thorough evaluation and stakeholder feedback

5-Year AI Roadmap

- **Purpose:** The 5-Year AI Roadmap serves as a strategic guide for implementing and scaling AI initiatives over time. It ensures that short-term efforts align with long-term objectives, providing a phased approach to achieve sustainable growth and innovation.
- **What It Includes:**
 - Strategic plans with milestones, resource allocation, and key success metrics.
 - A phased timeline for deploying AI solutions, starting with high-priority use cases identified during feasibility studies.
 - Guidelines for scaling successful pilots to broader organizational applications.
 - Recommendations for continuous improvement, incorporating feedback from stakeholders and performance monitoring.
 - Risk mitigation strategies for each phase to address potential challenges.
- **What the Roadmap Looks Like:**
 - Delivered as a detailed written document complemented by visuals such as Gantt charts, milestone timelines, and resource planning diagrams.
 - Includes modular sections for easy reference, such as "Year 1 Initiatives," "Mid-Term Goals," and "Long-Term Vision."
- **How It Is Given to Stakeholders:**
 - Provided as a digital report and an in-person or virtual presentation to key decision-makers.
 - Includes supporting documentation such as process maps and prioritization matrices.
 - Presented interactively to allow stakeholders to ask questions and provide feedback.
- **Who Receives It:**
 - The roadmap is shared with organizational leadership, project managers, IT teams, and other key stakeholders responsible for implementation and oversight.

- A condensed version may also be shared with broader teams to provide transparency and align efforts across departments.
- **Delivery Timeline:**
 - Finalized and delivered within eight weeks of project initiation, following completion of feasibility studies and initial assessments.
- **What It Includes:**
 - Strategic plans with milestones and resource allocation.

Pilot Implementation Plans

- **Purpose:** Pilot implementation plans validate the effectiveness and scalability of AI solutions in controlled environments. These plans ensure that AI tools are tested rigorously before full deployment, minimizing risks and gathering valuable feedback for refinement.
- **What It Includes:**
 - A detailed pilot project outline, specifying objectives, timelines, and expected outcomes.
 - Deployment of AI tools in a controlled setting to evaluate real-world performance.
 - Metrics and benchmarks for assessing the success of the pilot.
 - Iterative refinement cycles based on performance data and user feedback.
 - Recommendations for scaling successful pilots to broader applications.
- **What the Pilot Plan Looks Like:**
 - Delivered as a structured document that includes key components such as:
 - Pilot scope and goals.
 - Defined success criteria and measurement methods.
 - Detailed workflows for testing and evaluation.
 - Risk mitigation strategies and fallback options.
- **How It Is Delivered:**
 - Provided as a comprehensive report for internal use.
 - Accompanied by an in-person or virtual walkthrough to explain implementation steps and gather input from stakeholders.
- **Who Receives It:**
 - Project managers, departmental leaders, IT teams, and end users involved in the pilot process.
 - Stakeholders responsible for approving scalability or additional testing phases.
- **Delivery Timeline:**
 - Finalized within six weeks of project kickoff, following feasibility studies and initial planning phases.

Training and Knowledge Transfer Materials

- **Purpose:** To equip team members with the skills, knowledge, and resources required to confidently adopt, operate, and sustain AI solutions effectively over the long term.
- **What It Includes:**
 - **Customized Training Materials:**
 - Detailed handouts, process guides, and step-by-step instructions for specific workflows.
 - Instructional videos and visual aids (e.g., Loom recordings) for asynchronous learning.
 - Real-world scenarios and use cases to illustrate practical applications of AI tools.
 - **Comprehensive Training Programs:**
 - Workshops tailored for up to 10 participants per session to ensure personalized attention.
 - One-on-one coaching for key personnel, including leadership, IT teams, and departmental champions.
 - Role-based training for different levels, such as frontline users, managers, and technical staff.
 - Flexible delivery formats, including virtual sessions, in-person workshops, and hybrid models.
 - **Knowledge Transfer Documentation:**
 - A centralized repository containing training materials, operational guides, and troubleshooting documentation.

- Maintenance manuals and guidelines for scaling AI solutions across departments.
- FAQs, quick-start guides, and workflow checklists for easy reference.
- **Assessments and Follow-Up Resources:**
 - Pre-training assessments to identify baseline knowledge and tailor the content.
 - Post-training evaluations to measure comprehension and application of skills.
 - Follow-up resources, such as live Q&A sessions and access to expert support for troubleshooting.
- **How It Is Delivered:**
 - Delivered through a mix of interactive workshops, on-demand resources, and follow-up support sessions.
 - Participants receive digital and physical copies of all materials for reference during and after training.
 - Includes a post-training feedback mechanism to ensure continuous improvement of the materials.
- **Who Receives It:**
 - Departmental staff who will use AI tools in their daily operations.
 - IT teams responsible for maintaining and supporting AI systems.
 - Leadership teams who require a high-level understanding of AI capabilities for strategic oversight.
- **Timeline:**
 - Training sessions are scheduled during implementation phases to align with project milestones.
 - Knowledge transfer is ongoing throughout the project lifecycle to ensure sustainability and self-sufficiency in the long term.
 - Customized training materials, including handouts, guides, and video tutorials.
 - A detailed training schedule with milestones for workshops, coaching, and sessions.
 - Assessments to ensure participant comprehension and application of training content.
 - Ongoing access to resources and expert support for troubleshooting and advanced learning.

Final Evaluation Report

- **Purpose:** The Final Evaluation Report provides a comprehensive review of the AI implementation project, highlighting successes, lessons learned, and opportunities for future improvements and integrations. It ensures accountability and offers strategic insights for long-term planning.
- **What It Includes:**
 - **Project Evaluation:**
 - Assessment of how the project met its initial objectives, including key performance indicators (KPIs).
 - Analysis of the effectiveness of AI tools in addressing identified challenges and achieving desired outcomes.
 - **Outcomes and Impact:**
 - Quantitative metrics, such as cost savings, time reductions, and efficiency improvements.
 - Qualitative insights from user feedback and stakeholder interviews.
 - **Challenges and Mitigation:**
 - Summary of obstacles encountered during the project.
 - Documentation of mitigation strategies and their effectiveness.
 - **Recommendations for Further Integration:**
 - Suggestions for scaling successful AI solutions across additional departments or use cases.
 - Identification of advanced AI technologies or features to explore in future phases.
 - A roadmap for continuous improvement and alignment with organizational goals.
 - **Compliance and Ethical Evaluation:**
 - Assessment of adherence to data privacy, security, and ethical AI guidelines.
 - Recommendations for ongoing compliance monitoring and governance frameworks.
- **How It Is Delivered:**
 - Provided as a detailed written report with visuals such as charts, tables, and infographics for clarity.
 - Accompanied by an in-person or virtual presentation to summarize findings and facilitate discussion.
 - Includes an executive summary for high-level stakeholders.

- **Who Receives It:**
 - Organizational leadership and decision-makers for strategic planning.
 - Project managers and departmental leaders for operational insights.
 - IT and technical teams for system performance and optimization details.
- **Delivery Timeline:**
 - Finalized within two weeks of project completion, ensuring timely reflection and actionable insights.
 - Insights into project success, outcomes, and recommendations for future AI integration.

Pricing

Respondents should furnish a detailed hourly rate card for all staff members who would be involved in delivering AI Consultancy Services, as required, throughout the duration of the Contract. Include roles, associated hourly rates, and any applicable conditions, pricing models and any optional services. See attached Pricing Example. Using as many pages as necessary, label your pricing proposal as “Proposal Pricing.”

Pricing has been attached separately in the website along with our response.

APPENDIX A.1

Pricing for TXShare Cooperative Purchase Program Participants

CCS Learning Academy RFP No. 2025-023			
Artificial Intelligence (AI) Consultancy Services			
Item	Description	Price	Conditions
1	AI Consultant - Consulting	\$390 Per Hour	Strategic planning: Discussions, meetings, feasibility assessments, defining AI use cases and roampaps, custom AI development, risk management assessment, mitigation and recommendations, project oversight during pilot implementations and scaling phases, monitoring progress and providing updates, developing KPIs, post-implementation reviews, establishing governance and frameworks, drafting policies, support during change
2	AI Consultant - Content Creation	\$260 Per Hour	Covers researching, writing, developing, and customizing AI-related training materials, consulting reports, and other related deliverables
3	AI Consultant - Virtual Training	\$325 (up to 5 participants)	Interactive virtual training for up to 5 participants. 90-minute minimum
4	AI Consultant - Virtual Training (additional participants)	\$130/person/hour	Interactive virtual training: Additional fees per participant (6-10), 90-minute minimum
5	AI Consultant - In-Person Training	\$390 (up to 5 participants)	Interactive in-person training for up to 5 participants, 90-minute minimum
6	AI Consultant - In-Person Training (additional participants)	\$130/person/hour	Interactive in-person training: Additional fees per participant (6-10), 90-minute minimum
7	AI Consultant - Virtual One-to-One Coaching	\$325 Per Hour	Personalized coaching sessions tailored to specific needs
8	AI Consultant - In-Person One-to-One Coaching	\$390 Per Hour	Personalized coaching sessions tailored to specific needs
9	AI Consultant - In-Person On-Going Training	\$260 Per Hour	In-person continued training over the course of the contract
10	AI Consultant - Virtual On-Going Training	\$260 Per Hour	Virtual continued training over the course of the contract
11	AI Consultant - Assessments	\$260 Per Hour	Development of assessments and tests for knowledge
12	AI Consultant - Post-Assessment Analysis	\$260 Per Hour	Post-training analysis and reporting
13	AI Consultant - Customized AI Tools	\$260 Per Hour	Creating and customizing AI solutions including GPT-based tools
14	AI Consultant (Special Projects) - Consulting	\$300 Per Hour	Strategic consulting support for the requirements not specified in the current scope of work.
15	AI Consultant (Special Projects) - Content Creation	\$200 Per Hour	Support for content creation for the requirements not specified in the current scope of work.
16	AI Consultant (Special Projects) - Post-Assessment Analysis	\$200 Per Hour	Post Assessment Reporting & support for the requirements not specified in the current scope of work.
17	AI Solution Developer - Customized AI Tools	\$165 Per Hour	Creating and customizing AI solutions including GPT-based tools
18	Project Coordinator	\$100 Per Hour	Administrative and operational project support
19	Travel Costs	mined at time of contract nego	Travel-related expenses will be based on actionable deliverables at time of contract negotiation
20	Data Analyst (engaged if needed) - Data validation and cleansing	\$200 Per Hour	Perform data cleaning, validation, and analysis
21	Data Engineer (engaged if needed) - Data infrastructure	\$260 Per Hour	Build and maintain infrastructure for data pipelines, validation processes, and ensure integration readiness
22	Machine Learning Engineer (engaged if needed) - Data algorithms	\$325 Per Hour	Advanced data quality, complex data workflows

Service Area Designation Forms

EXHIBIT 1: SERVICE DESIGNATION AREAS

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

(Exhibit 1 continued on next page)

(Exhibit 1 continued)

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

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

End of Exhibit 1

APPENDIX B

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

REQUIRED 2 CFR 200 CLAUSES

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

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

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

The following definitions apply to this statute:

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

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

10. Domestic Preference for Procurements

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

11. Trafficking in Persons

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

Check one of the following:

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

-OR-

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

Hitesh Jain

Signature of Authorized Person

Hitesh Jain

Name of Authorized Person

California Creative Solutions, Inc

Name of Company

May 28 2025 17:21 CST

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.

Hitesh Jain

Signature

Hitesh Jain, COO

Title

California Creative Solutions, Inc

Agency

May 28 2025 17:21 CST

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.

Hitesh Jain

Signature of Authorized Person

Hitesh Jain

Name of Authorized Person

California Creative Solutions, Inc

Name of Company

May 28 2025 17:21 CST

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.

Hitesh Jain

Signature of Authorized Person

Hitesh Jain

Name of Authorized Person

California Creative Solutions, Inc

Name of Company

May 28 2025 17:21 CST

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.

Hitesh Jain

Signature of Authorized Person

Hitesh Jain

Name of Authorized Person

California Creative Solutions, Inc

Name of Company

May 28 2025 17:21 CST

Date

**APPENDIX E
DEBARMENT CERTIFICATION**

Hitesh Jain _____ being duly
(Name of certifying official)

sworn or under penalty of perjury under the laws of the United States, certifies that neither

California Creative Solutions, Inc _____, nor its principals
(Name of lower tier participant)

are presently:

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

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

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

EXCEPTIONS:

Hitesh Jain

Signature of Certifying Official

Hitesh Jain, COO

Title

Date of Certification

May 28 2025 17:21 CST
Form 1734
Rev.10-91
TPFS