

# 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

**22nd Century Technologies, Inc. ("**Contractor**")**  
**8251 Greensboro Drive, Suite 900**  
**McLean, VA 22102**

#### 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](mailto:support@civicmarketplace.com)

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

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

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

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

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

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

## **ARTICLE VII REPRESENTATION AND WARRANTIES**

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

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

## ARTICLE VIII CONFIDENTIAL INFORMATION AND OWNERSHIP

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

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

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

## ARTICLE IX GENERAL PROVISIONS

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

If to NCTCOG:	North Central Texas Council of Governments P.O. Box 5888 Arlington, TX 76005-5888 Attn: Purchasing Agent Phone Number: 817-704-5674 <a href="mailto:elittrell@nctcog.org">elittrell@nctcog.org</a>
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If to Contractor: **22nd Century Technologies, Inc.**  
**Attn:** Ashley Christina De Sa  
**8251 Greensboro Drive, Suite 900**  
**McLean, VA 22102**  
**Phone:** 866-537-9191, Ext. 2  
**Email:** [sledproposals@tscti.com](mailto:sledproposals@tscti.com)

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

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

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

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

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

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

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

9.5.2 Commercial General Liability:

9.5.2.1 Required Limits:

\$1,000,000 per occurrence;

\$3,000,000 Annual Aggregate

9.5.2.2 Commercial General Liability policy shall include:

- 9.5.2.2.1 Coverage A: Bodily injury and property damage;
  - 9.5.2.2.2 Coverage B: Personal and Advertising Injury liability;
  - 9.5.2.2.3 Coverage C: Medical Payments;
  - 9.5.2.2.4 Products: Completed Operations;
  - 9.5.2.2.5 Fire Legal Liability;
- 9.5.2.3 Policy coverage must be on an “occurrence” basis using CGL forms as approved by the Texas State Board of Insurance.
- 9.5.3 Business Auto Liability: Coverage shall be provided for all owned hired, and non-owned vehicles. Required Limit: \$1,000,000 combined single limit each accident.
- 9.5.4 Professional Errors and Omissions liability:
  - 9.5.4.1 Required Limits:
    - \$1,000,000 Each Claim
    - \$1,000,000 Annual Aggregate
- 9.6 **Conflict of Interest.** During the term of this Agreement, and all extensions hereto and for a period of one (1) year thereafter, neither party, shall, without the prior written consent of the other, directly or indirectly, whether for its own account or with any other persons or entity whatsoever, employ, solicit to employ or endeavor to entice away any person who is employed by the other party.
- 9.7 **Force Majeure.** It is expressly understood and agreed by both parties to this Agreement that, if the performance of any provision of this Agreement is delayed by force majeure, defined as reason of war, civil commotion, act of God, governmental restriction, regulation or interference, fire, explosion, hurricane, flood, failure of transportation, court injunction, or any circumstances which are reasonably beyond the control of the party obligated or permitted under the terms of this Agreement to do or perform the same, regardless of whether any such circumstance is similar to any of those enumerated herein, the party so obligated or permitted shall be excused from doing or performing the same during such period of delay, so that the period of time applicable to such requirement shall be extended for a period of time equal to the period of time such party was delayed. Each party must inform the other in writing within a reasonable time of the existence of such force majeure.
- 9.8 **Ability to Perform.** Contractor agrees promptly to inform NCTCOG of any event or change in circumstances which may reasonably be expected to negatively affect the Contractor’s ability to perform its obligations under this Agreement in the manner contemplated by the parties.
- 9.9 **Availability of Funding.** This Agreement and all claims, suits, or obligations arising under or related to this Agreement are subject to and limited by the receipt and availability of funds which are received from the Participating Entities by NCTCOG dedicated for the purposes of this Agreement.
- 9.10 **Governing Law.** This Agreement will be governed by and construed in accordance with the laws of the State of Texas, United States of America. The mandatory and exclusive venue for the adjudication or resolution of any dispute arising out of this Agreement shall be in Tarrant County, Texas.
- 9.11 **Waiver.** Failure by either party to insist on strict adherence to any one or more of the terms or conditions of this Agreement, or on one or more occasions, will not be construed as a waiver, nor deprive that party of the right to require strict compliance with the same thereafter.
- 9.12 **Entire Agreement.** This Agreement and any attachments/addendums, as provided herein, constitutes the entire agreement of the parties and supersedes all other agreements, discussions, representations or understandings between the parties with respect to the subject matter hereof. No amendments hereto, or waivers or releases of obligations hereunder, shall be effective unless agreed to in writing by the parties hereto.

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

## ARTICLE X ADDITIONAL REQUIREMENTS

- 10.1 **Equal Employment Opportunity.** Contractor shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, sexual orientation, gender identity, or national origin. Contractor shall take affirmative actions to ensure that applicants are employed, and that employees are treated, during their employment, without regard to their race, religion, color, sex, sexual orientation, gender identity, or national origin. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
- 10.2 **Davis-Bacon Act.** Contractor agrees to comply with all applicable provisions of 40 USC § 3141 – 3148.
- 10.3 **Contract Work Hours and Selection Standards.** Contractor agrees to comply with all applicable provisions of 40 USC § 3701 – 3708 to the extent this Agreement indicates any employment of mechanics or laborers.
- 10.4 **Rights to Invention Made Under Contract or Agreement.** Contractor agrees to comply with all applicable provisions of 37 CFR Part 401.
- 10.5 **Clean Air Act, Federal Water Pollution Control Act, and Energy Policy Conservation Act.** Contractor agrees to comply with all applicable provisions of the Clean Air Act under 42 USC § 7401 – 7671, the Energy Federal Water Pollution Control Act 33 USC § 1251 – 1387, and the Energy Policy Conservation Act under 42 USC § 6201.
- 10.6 **Debarment/Suspension.** Contractor is prohibited from making any award or permitting any award at any tier to any party which is debarred or suspended or otherwise excluded from or ineligible for



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

- 10.7 **Restrictions on Lobbying.** CONTRACTOR agrees to comply with all applicable provisions of 2 CFR §200.450. CONTRACTOR shall include a statement of compliance with the Lobbying Certification and Disclosure of Lobbying Activities in procurement solicitations exceeding \$100,000. Lobbying Certification and Disclosure of Lobbying Activities shall be completed by subcontractors and included in subcontractor contracts, as applicable. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. See Appendix C.
- 10.8 **Procurement of Recovered Materials.** Contractor agrees to comply with all applicable provisions of 2 CFR §200.322.
- 10.9 **Drug-Free Workplace.** Contractor shall provide a drug free work place in compliance with the Drug Free Work Place Act of 1988.
- 10.10 **Texas Corporate Franchise Tax Certification.** Pursuant to Article 2.45, Texas Business Corporation Act, state agencies may not contract with for profit corporations that are delinquent in making state franchise tax payments.

10.11 **Civil Rights Compliance**

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

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

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

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

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

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

#### 10.12 **Disadvantaged Business Enterprise Program Requirements**

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

#### 10.13 **Pertinent Non-Discrimination Authorities**

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

- a. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- b. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects).
- c. Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), as amended, (prohibits discrimination on the basis of sex).
- d. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.) as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27.
- e. The Age Discrimination Act of 1975, as amended, (49 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age).
- f. Airport and Airway Improvement Act of 1982, (49 U.S.C. Chapter 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex).
- g. The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, subrecipients and contractors, whether such programs or activities are Federally funded or not).
- h. Titles II and III of the Americans with Disabilities Act, which prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38.

- i. The Federal Aviation Administration's Nondiscrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex).
- j. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations.
- k. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, the parties must take reasonable steps to ensure that LEP persons have meaningful access to the programs (70 Fed. Reg. at 74087 to 74100).
- l. Title IX of the Education Amendments of 1972, as amended, which prohibits the parties from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq.).

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

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

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

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

**10.15 House Bill 89 Certification**

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

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

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

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

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

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

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

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

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

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

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

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

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

**10.17 Certification of Fair Business Practices**

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

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

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

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

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

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

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

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.

22nd Century Technologies, Inc.



05/12/2025

Signature

Date

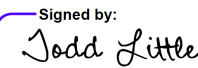
Isha Sharma

Printed Name

Contracts Manager

Title

North Central Texas Council of Governments

Signed by:  


6/1/2025

Signature

Date

Todd Little  
Executive Director

**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.



provide requested deliverables and streamline communication processes. This holistic approach not only optimized external customer interactions but also bolstered internal operational efficiency, showcasing TSCTI's commitment to a comprehensive and integrated solution.

Experienced and trained agents ensured a remarkable 95% Service Level Agreement (SLA) compliance, answering calls within 20 seconds and providing resolutions within 5 minutes. The Calls.Care platform enabled real-time monitoring of call quality, information accuracy, and overall performance metrics. Daily and weekly status reports, showcasing key metrics and achievements, were generated, and shared with ILSOS management, fostering transparency and effective communication. The implementation of Calls.Care not only met but exceeded ILSOS's expectations, demonstrating a commitment to efficiency and customer-centric service. The 95% SLA compliance showcased quick response time, enhancing the overall caller experience. TSCTI's daily and weekly reports provided valuable insights, establishing the company as a reliable partner in supporting the critical functions of the ILSOS.

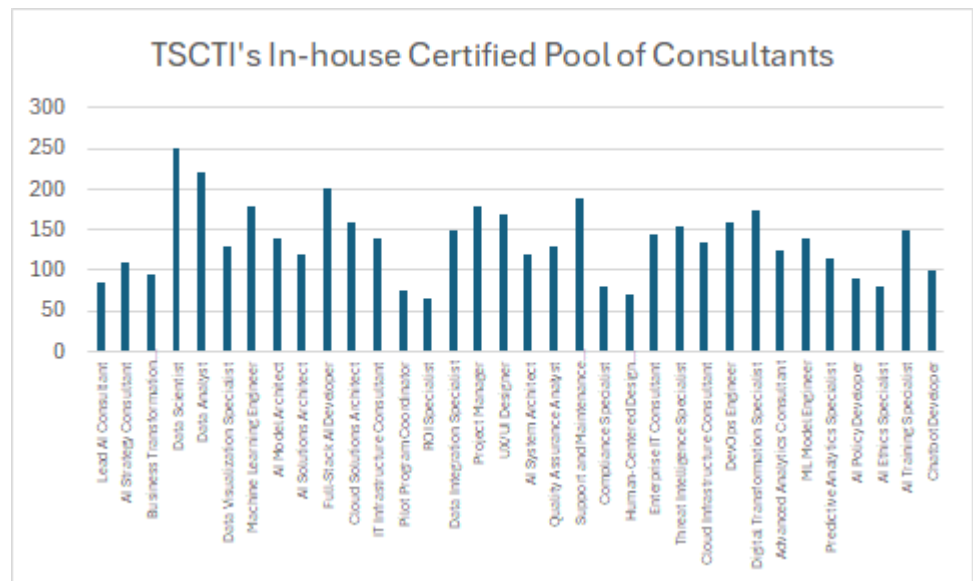
## Technical Proposal

*This section should constitute the major portion of the submittal. The Technical Proposal should include a proposed methodology for meeting the Objectives, Scope of Work, Requirements, and Deliverables outlined in Section 5.*

With a proven track record of three decade in delivering advanced **AI-driven solutions** across public sector and enterprise environments including the major sectors similar to TXShare members like; **counties, cities, independent school districts, and more**, TSCTI brings a combination of deep technical expertise, innovative methodologies, and industry leading technology to ensure the successful implementation of this engagement.

We establish our solution on a solid foundation of AI and machine learning development experience,

leveraging a diverse and progressive technology stack that includes industry-leading frameworks, algorithms, cloud providers, and specialized toolkits. Our end-to-end AI solution framework is designed to ensure seamless integration, high-quality outcomes, adherence to ethical principles, and sustainability of solutions over time.



**AI Development Technology Stack:** TSCTI's AI Development Technology Stack features tools and frameworks for every stage of the AI lifecycle, from data preparation and model development to deployment, monitoring, and maintenance. Our technology ecosystem includes:

- **Cloud Platforms:** Azure for scalable infrastructure and AI model deployment.
- **Deep Learning Frameworks:** TensorFlow, PyTorch, Keras for model development, including specialized models such as CNNs and RNNs.
- **Image Classification Models:** Pretrained architectures such as VGG-16, ResNet50, Inceptionv3, and EfficientNet for high-accuracy image processing tasks.
- **Embedding Models:** OpenAI models, as well as bge-large, bge-base, and Vertex AI's textembedding-gecko for advanced natural language understanding and representation learning.
- **Algorithms:** A comprehensive suite of machine learning algorithms, including supervised and unsupervised learning, clustering, metric learning, and few-shot learning, ensuring flexibility in addressing various problem domains.
- **Neural Networks:** Specialized architectures such as Variational Autoencoders (VAEs), Bayesian Networks, and Autoregressive Networks for complex AI model development.

**Technical Framework and Solution Pillars:** By applying this technology stack, TSCTI will implement solutions tailored to the client's requirements, with a focus on the following key pillars:

1. **Data Strategy and Management** – Ensuring high-quality data handling through stringent data governance, privacy assurance, and security protocols.

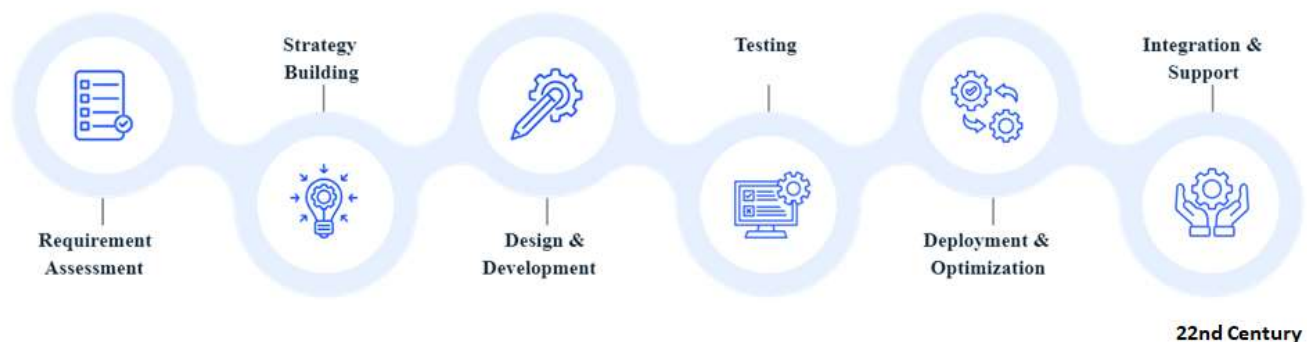




2. **Ethical AI Development** – Adopting transparent, fair, and accountable AI practices by incorporating bias mitigation, audit mechanisms, and ethical impact assessments.
3. **Seamless Integration and Scalability** – Utilizing modular, cloud-ready architectures to ensure ease of integration with existing systems and scalability for future expansion.
4. **Advanced Analytics and Decision Support** – Leveraging advanced analytical models and visualization tools to enable actionable insights and data-driven decision-making.

**Methodology to meet the objective:** TSCTI's methodology for assessing organizational processes and identifying AI integration opportunities is built on a foundation of structured analysis and advanced analytics. We conduct detailed audits across departments to uncover inefficiencies and areas where AI can deliver immediate impact. This includes the use of industry-leading tools such as *Celonis Process Mining and Power BI*, which help analyse workflows and identify bottlenecks. By applying AI-driven techniques such as *pattern recognition and anomaly detection*, we provide tailored AI solutions for diverse use cases. For instance, in similar requirement of City of Dallas, TSCTI has implemented AI models for predictive crime analysis using geospatial data and historical crime patterns to enhance real-time resource allocation. In citizen engagement, we have *deployed multilingual conversational AI bots using Microsoft Bot Framework and Dialogflow to facilitate seamless 24/7 interaction and service support*. Furthermore, for predictive infrastructure maintenance, TSCTI has *utilized IoT data streams and machine learning models on platforms such as AWS IoT Analytics* to enable early detection of infrastructure degradation, ensuring timely maintenance and improved asset longevity.

**Project Approach to the requirement:** Our AI consultancy approach is driven by the use of industry-standard frameworks, platforms, and advanced algorithms. The solutions we provide are built on scalable cloud-native architectures utilizing services like *Microsoft Azure AI, AWS SageMaker, and Google Cloud AI Platform, ensuring flexibility and high availability*. Our selection of machine learning models is based on client-specific needs, employing supervised learning models for classification and regression, unsupervised models for clustering and dimensionality reduction, and deep learning architectures like convolutional *neural networks (CNNs) for image recognition and transformers for natural language processing (NLP)*. To manage the entire lifecycle of AI models, we adopt *MLOps (Machine Learning Operations)* frameworks that facilitate continuous integration, delivery, and monitoring, ensuring the models remain accurate and reliable over time.



**Strategy:** TSCTI's data strategy emphasizes data governance, quality, and security, which are essential for successful AI implementation. Our data governance framework ensures data accuracy, integrity, and compliance with regulatory requirements. We *utilize automated ETL pipelines and data validation frameworks* such as *Apache NiFi and Talend* to maintain high data quality. Privacy and security controls are integral to our approach, with *advanced encryption standards like AES-256* used for data at rest and in transit, along with *role-based access controls (RBAC)* to limit unauthorized access. To support real-time *data analytics and AI model training*, we design scalable data lakes and warehouses using *Azure Data Lake and Amazon Redshift*. Our comprehensive AI roadmap integrates strategic milestones, KPIs, and performance metrics aligned with organizational goals. The roadmap incorporates continuous feedback loops and iterative enhancements, ensuring that AI initiatives remain aligned with evolving business needs.

**TSCTI's Compliance and Capability:** TSCTI's experience in regulatory compliance is unparalleled, with a deep understanding of local, state, and federal regulations governing AI implementations. Our compliance framework includes periodic audits using automated tools like Symantec Control Compliance Suite to ensure adherence to *FOIA, GDPR, and NIST 800-53* standards. We establish robust risk mitigation strategies by developing AI governance models that oversee ethical AI usage, mitigate algorithmic bias, and ensure transparency in decision-making processes. Moreover, we create detailed policy frameworks that include technical, administrative, and operational controls for internal AI use, ensuring that our clients maintain control over their AI systems while minimizing risks.

**Local Office:** 700 Lavaca St., STE 1401 Austin, TX 78701

**Headquarters:** 8251 Greensboro Drive, Suite 250, Mclean, VA, 22102





TSCTI recognizes that successful AI adoption requires not only the deployment of advanced technologies but also a well-trained workforce capable of leveraging these technologies effectively. Our training programs are tailored to meet the specific needs of different stakeholders, ranging from executive leadership to technical teams. These programs include executive briefings and AI awareness workshops aimed at educating leadership on AI strategy, governance, and long-term ROI. Additionally, we offer hands-on technical training for data scientists and IT teams on AI model development using platforms such as **Jupyter Notebooks, PyTorch, and TensorFlow**. To ensure smooth user adoption, we conduct personalized, role-based training sessions and provide continuous support. Our knowledge transfer methodology follows a phased approach, culminating in the handover of complete documentation, source code, and operational playbooks, empowering clients to sustain and scale their AI initiatives independently.

Quantifying the long-term value of AI investments is a critical component of TSCTI's consultancy services. We build robust business cases by conducting detailed cost-benefit analyses that demonstrate the tangible and intangible value of AI initiatives. Our analyses focus on operational efficiency gains, such as reduced manual effort through **AI automation, improved service delivery leading to enhanced citizen satisfaction, and new revenue streams** generated by leveraging AI for innovative services. Furthermore, we provide clear financial projections for AI investments, detailing initial capital expenditure, operational costs, and expected returns over time, thereby supporting sustained AI investment and adoption.

TSCTI's expertise in pilot implementations and scalable rollouts ensures that AI solutions are rigorously tested and validated before full-scale deployment. Our implementation process involves the design of small-scale pilots with well-defined success criteria and measurable outcomes. Successful pilots are then scaled across the organization using containerization technologies like **Docker and orchestration platforms such as Kubernetes**. Post-implementation support is a key aspect of our service, with continuous monitoring and optimization of AI systems to ensure sustained performance and maximum ROI.

### ***TSCTI's Proposed Solution for the SOW and Deliverables offered***

**AI Strategy Development:** TSCTI is a trusted leader in AI consulting, with **over 50 successful engagements** across government agencies, public sector organizations, and enterprises. We have delivered tailored AI solutions that enhance business processes, operational efficiencies, and data-driven decision-making. Our team comprises 20+ AI strategy consultants, 15+ data scientists, and 10+ AI solutions architects, all holding advanced certifications in AI technologies and cloud platforms, including: Certified AI & Machine Learning Specialists (AWS, Azure, Google Cloud), Certified Data Governance Professionals (CDGP), Certified Ethical AI Practitioners. We maintain partnerships with leading AI technology providers, such as **Microsoft Azure, Google Cloud, and AWS**, giving us access to state-of-the-art tools and practices. Our experience includes working with state-level and co-operative contract member public agencies, delivering AI solutions that comply with **GDPR, HIPAA**, and other regulatory standards. With a global network of over **200 AI professionals**, TSCTI brings unparalleled expertise to every engagement.



Our consulting methodology emphasizes collaboration, strategic alignment, and measurable results. The primary focus is to assess current processes, identify opportunities for AI integration, develop an AI roadmap, ensure compliance, and provide long-term support for sustainable AI adoption. Below we have provided technical aspects;

Category	Details
Methodology	<b>Phase 1: Discovery &amp; Assessment</b> - Conduct stakeholder interviews to understand processes, challenges, and goals. - Identify potential AI use cases (public safety, infrastructure maintenance, citizen engagement). - Perform a gap analysis of current AI readiness.



	<b>Phase 2: Strategy Development</b> - Create an AI roadmap with timelines, milestones, and deliverables. - Develop a data strategy focused on quality, governance, privacy, and security. - Formulate governance and ethical AI frameworks to meet regulatory requirements. <b>Phase 3: Tool &amp; Framework Recommendation</b> - Recommend AI frameworks/tools (TensorFlow, Azure ML, AWS SageMaker, H2O.ai) based on environment suitability. - Ensure tools are scalable, cost-effective, and legally compliant. <b>Phase 4: Implementation &amp; Training</b> - Pilot AI solutions, assess performance, and optimize. - Provide hands-on training for knowledge transfer. - Support the scaling of AI solutions across departments.
Framework	<b>Data Governance:</b> Ensuring data privacy, security, and regulatory compliance. <b>AI Governance:</b> Establishing policies and controls for AI usage and monitoring. <b>Change Management:</b> Facilitating adoption through structured training and support.
Tools & Technologies	<b>Data Processing &amp; Analysis:</b> Python, R, Apache Spark <b>Machine Learning Platforms:</b> Azure ML, AWS SageMaker, Google Cloud AI <b>Data Visualization:</b> Power BI, Tableau <b>Collaboration &amp; Project Management:</b> Jira, Confluence, MS Teams

TSCTI's *structured approach* ensures *strategic alignment*, *measurable outcomes*, and *sustainable AI adoption* tailored to NCTCOG's specific needs. The engagement begins with a thorough *Assessment and Current State Analysis* to evaluate existing processes and identify opportunities for AI-driven improvements. Following this, we employ a proprietary framework for *Opportunity Identification and Prioritization*, ensuring that selected use cases align with NCTCOG's strategic goals and deliver high ROI. A collaborative effort results in the development of a detailed *AI Roadmap*, specifying timelines, resource allocation, compliance requirements, and key performance indicators (KPIs). Throughout the process, TSCTI emphasizes *Compliance and Risk Mitigation* by integrating regulatory standards, governance frameworks, and *ethical AI practices* to promote fairness and transparency. Lastly, we ensure *Sustainable AI Adoption* by providing ongoing support for pilot projects, full-scale implementation, and long-term scalability, driving enduring value for NCTCOG.

Our proposed services comprehensively address the *objectives* outlined in the solicitation, including:

- We will conduct a detailed assessment of current processes and identify AI opportunities in key areas like public safety and infrastructure.
- TSCTI will recommend specific AI tools and frameworks tailored to NCTCOG's operational environment.
- A robust data strategy will be developed alongside the AI roadmap to ensure data governance, privacy, and security.
- Our long-term AI roadmap will include detailed timelines, governance structures, and key milestones.
- We will ensure compliance with legal standards, including FOIA and federal/state regulations, and establish the necessary controls for AI usage.
- Comprehensive training programs will be provided to internal teams to ensure they can effectively adopt and utilize AI solutions.
- We will quantify AI's long-term value, creating business cases to support sustained investment and adoption.
- Our team will support both pilot and full-scale AI implementations, ensuring smooth operations and in-house sustainability.
- A 5-year AI roadmap will be developed to guide NCTCOG's AI initiatives, ensuring long-term strategic alignment and growth.

**Feasibility Study and Use Case identification:** TSCTI will apply robust and comprehensive approach to conducting a Feasibility Study and Use Case Identification for AI initiatives at NCTCOG. Our approach is designed to ensure that only the most impactful and feasible AI opportunities are prioritized and implemented. By leveraging our expertise in AI consulting and strategy, we provide detailed evaluations of potential AI use cases, ensuring alignment with NCTCOG's goals, regulatory requirements, and operational environment. Below, we outline the technical aspects of our approach:

Category	Details
Methodology	<b>Phase 1: Use Case Identification &amp; Feasibility Analysis</b> <ul style="list-style-type: none"> <li>- Collaborate with key stakeholders to gather input on potential AI use cases.</li> <li>- Conduct a detailed analysis of each use case, including value proposition and strategic fit.</li> <li>- Assess technical and operational feasibility for each identified use case.</li> </ul> <b>Phase 2: Compliance and Risk Assessment</b> <ul style="list-style-type: none"> <li>- Identify external and internal compliance requirements for each use case (e.g., FOIA, data privacy regulations).</li> <li>- Perform a risk-benefit analysis, documenting risks, mitigations, and expected benefits of each use case.</li> </ul> <b>Phase 3: Data Strategy Assessment</b> <ul style="list-style-type: none"> <li>- Evaluate data readiness, including data quality, governance, and integration requirements.</li> </ul>



	- Recommend improvements for data governance and ensure data security and privacy compliance.  <b>Phase 4: Use Case Prioritization</b> - Prioritize use cases based on impact, scalability, and ease of deployment. - Develop a roadmap to implement high-priority use cases with timelines and key milestones.
<b>Framework</b>	<b>Risk-Benefit Analysis:</b> Detailed documentation of pros, cons, and mitigation strategies for each AI use case. <b>Compliance Framework:</b> Ensure adherence to applicable legal and regulatory standards. <b>Data Governance:</b> Address data quality, privacy, and integration readiness to support each use case.
<b>Tools &amp; Technologies</b>	<b>Data Processing &amp; Analysis:</b> Python, R, Apache Spark <b>AI Feasibility Tools:</b> Azure ML, AWS SageMaker, TensorFlow <b>Compliance &amp; Risk Tools:</b> GRC tools (Governance, Risk, and Compliance), Power BI for risk-benefit visualization <b>Collaboration &amp; Documentation:</b> Jira, Confluence, MS Teams

Our proposed services directly address the key objectives of the Feasibility Study and Use Case Identification, including:

- We will identify potential AI use cases in key areas such as public safety, infrastructure, and citizen engagement, conducting a detailed analysis of their feasibility and expected value.
- TSCTI will ensure that each identified use case meets regulatory and compliance requirements, providing detailed documentation for both internal and external standards.
- A comprehensive data strategy will be developed, focusing on data quality, governance, and integration readiness for each use case.
- We will provide a prioritization framework to help NCTCOG focus on high-impact, low-effort use cases, ensuring quick wins and long-term success.
- Each use case will undergo a rigorous risk-benefit analysis, ensuring informed decision-making and proper resource allocation.
- A clear roadmap will be developed for prioritized use cases, including timelines, milestones, and resource requirements.
- Our approach ensures compliance with legal standards, including FOIA, federal, and state regulations.
- We will ensure that the identified AI use cases are aligned with NCTCOG's long-term strategic vision, facilitating sustainable AI adoption over the next five years.

**AI Solution Design and Roadmap:** TSCTI proposes a structured and well-defined approach to **AI Solution Design and Roadmap Development**, ensuring compliance with regulatory requirements, alignment with ethical standards, and delivery of value-driven AI solutions. TSCTI proposes a **structured and well-defined approach to AI Solution Design and Roadmap Development**, ensuring strict **compliance with regulatory requirements**, alignment with **ethical AI standards**, and delivery of **value-driven solutions** tailored to NCTCOG's objectives. Our methodology includes **compliance research** to ensure adherence to relevant regulations and industry guidelines, followed by a meticulous **AI model design** process that emphasizes performance, fairness, and transparency. Next, we focus on **Roadmap Creation**, which outlines clear milestones, resource allocation, and deployment timelines, ensuring a smooth and phased rollout of AI solutions. Additionally, we conduct a detailed **Cost Analysis**, offering insights into budget requirements and long-term investment value. By integrating these steps, TSCTI ensures that NCTCOG receives a **comprehensive and actionable AI strategy**, enabling efficient, compliant, and sustainable AI deployment. Our methodology encompasses compliance research, AI model design, roadmap creation, and cost analysis. This approach guarantees that NCTCOG receives a comprehensive, actionable strategy for AI deployment. Below, we outline the technical aspects:

Category	Details
<b>Methodology</b>	<b>Phase 1: Compliance Research</b> - Document external compliance requirements, including FOIA, grant requirements, and relevant local, state, and federal regulations. - Identify internal compliance needs, such as technical controls (encryption, access control), administrative policies, and governance frameworks for ethical AI usage. <b>Phase 2: AI Solution Design</b> - Design AI models, frameworks, and tools for selected use cases, ensuring scalability and performance. - Ensure AI models are interpretable, explainable, and aligned with ethical guidelines. <b>Phase 3: Roadmap Development</b> - Develop a comprehensive AI implementation roadmap, detailing project timelines, milestones, governance structures, and KPIs for tracking progress. - Specify resource requirements (personnel, infrastructure, software) for each phase of the roadmap. <b>Phase 4: Cost Analysis</b> - Provide a detailed cost breakdown, including development, cloud infrastructure, licensing, subscriptions, and ongoing maintenance. - Include projections for cloud storage and backup costs.
<b>Framework</b>	<b>Compliance &amp; Governance:</b> Ensuring alignment with external regulations and internal policies for AI usage. <b>AI Model Design:</b> Building scalable, ethical, and high-performance AI solutions. <b>Cost Optimization:</b> Minimizing development and operational costs while maximizing solution value.



<b>Tools &amp; Technologies</b>	<b>AI Development:</b> TensorFlow, PyTorch, Azure ML, AWS SageMaker <b>Data Governance &amp; Compliance:</b> Data cataloging tools, GRC platforms (Governance, Risk, Compliance) <b>Project Management:</b> Jira, MS Project, Confluence <b>Cost Estimation Tools:</b> Cloud cost calculators (Azure, AWS, Google Cloud)
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Our proposed services address the critical objectives outlined for AI Solution Design and Roadmap, including:

- We will research and document all relevant external and internal compliance requirements to ensure that AI solutions adhere to applicable laws and regulations, including FOIA, grant requirements, and GDPR (if applicable).
- TSCTI will design AI models and recommend appropriate frameworks or tools tailored to the selected use cases, ensuring that solutions are ethical, interpretable, and aligned with public sector needs.
- A detailed roadmap will be provided, including governance structures, project timelines, milestones, and KPIs, ensuring effective tracking and management of AI initiatives.
- We will offer a comprehensive cost analysis covering development, cloud infrastructure, licensing, and maintenance, enabling NCTCOG to plan its budget effectively.
- Our solutions will align with ethical guidelines and public sector regulations, ensuring data privacy, transparency, and compliance with internal data protection policies.
- TSCTI will ensure that the roadmap is aligned with NCTCOG's strategic goals, facilitating sustainable AI adoption and long-term value realization.

**Pilot Testing and Implementation Support:** TSCTI offers a comprehensive approach to **Pilot Testing and Implementation Support**, ensuring smooth deployment, evaluation, troubleshooting, and scaling of AI solutions. Our phased methodology guarantees that pilot AI solutions are thoroughly tested, optimized, and successfully integrated into NCTCOG's operational environment. Below, we provide detailed technical aspects:

Category	Details
<b>Methodology</b>	<b>Phase 1: Pilot Implementation</b> - Collaborate with stakeholders to implement selected AI pilot solutions. - Provide detailed implementation guidance, including environment setup, system configuration, and data integration. <b>Phase 2: Pilot Evaluation</b> - Work closely with stakeholders to evaluate the performance of pilot solutions against predefined KPIs. - Gather feedback from users and key stakeholders to assess usability, effectiveness, and alignment with business goals. <b>Phase 3: Troubleshooting &amp; Refinement</b> - Identify and troubleshoot issues encountered during the pilot phase. - Refine and optimize the AI solutions based on performance data and feedback. <b>Phase 4: Post-Implementation Support</b> - Offer ongoing support for system integration, ensuring seamless adoption of AI solutions across different departments. - Provide assistance in scaling the solutions organization-wide, including additional customizations as needed.
<b>Framework</b>	<b>Implementation Support:</b> Ensuring seamless pilot deployment through structured guidance and environment setup. <b>Continuous Improvement:</b> Incorporating stakeholder feedback to refine and optimize solutions. <b>Scaling &amp; Integration:</b> Supporting the organization in expanding AI solutions across departments.
<b>Tools &amp; Technologies</b>	<b>Implementation Tools:</b> CI/CD pipelines, containerization platforms (Docker, Kubernetes) <b>Monitoring &amp; Troubleshooting:</b> Azure Monitor, AWS CloudWatch, Elastic Stack <b>Collaboration &amp; Feedback:</b> Jira, MS Teams, Confluence <b>Integration Support:</b> APIs, middleware platforms, and enterprise integration tools (MuleSoft, Apache Nifi)

Our proposed services ensure that NCTCOG receives comprehensive support during the pilot and implementation phases, including:

- TSCTI will guide the organization through the implementation of pilot AI solutions by setting up the environment, integrating data sources, and configuring the AI models.
- We will work with stakeholders to evaluate pilot solutions against KPIs, ensuring they deliver measurable benefits and meet intended objectives.
- Our team will troubleshoot any issues encountered during the pilot phase and refine solutions to enhance their performance and usability.
- After successful pilot testing, TSCTI will provide ongoing support to ensure smooth system integration and assist in scaling AI solutions across the organization, enabling broader adoption.
- Throughout the process, we will engage with NCTCOG stakeholders to ensure their needs are addressed and provide knowledge transfer sessions to facilitate internal ownership of the AI solutions.
- Our approach focuses on scalability, ensuring that the pilot solutions can be easily expanded across multiple departments without significant rework or additional costs.





**Training, Adoption, and Capacity Building:** TSCTI is highly qualified to deliver a comprehensive AI training program for the NCTCOG. Our team includes seasoned AI practitioners and educators with deep expertise in AI fundamentals, data analysis, machine learning, and ethical AI practices, all of which align perfectly with the NCTCOG's requirements. We have successfully delivered similar AI training programs to government agencies, equipping their employees with the tools to harness AI for improved operational efficiency and decision-making. We leverage industry best practices, including ISO/IEC 23894 for AI management and IEEE standards for ethically aligned design, to ensure our training programs are robust, relevant, and aligned with both technical and ethical considerations. Our trainers are experienced in designing curricula that incorporate hands-on learning, real-world case studies, and the latest AI tools and platforms, ensuring City staff are well-prepared to apply AI concepts to enhance municipal operations. Additionally, our training programs focus on fostering a data-driven culture, empowering employees to drive innovation and process improvements through AI.

- ✓ Successfully conducted over 250 AI training programs, covering topics from AI fundamentals to advanced machine learning and data ethics.
- ✓ Trained more than 15,000 professionals across various industries, helping them enhance their AI skills and capabilities.
- ✓ Delivered 100+ customized AI training solutions tailored to the specific needs of organizations, including government bodies and Fortune 500 companies.
- ✓ Achieved a 98% completion rate across all AI training courses, ensuring participants gain full competency in AI technologies and applications.
- ✓ Helped over 5,000 professionals earn globally recognized AI certifications, including TensorFlow, AWS AI, and Microsoft AI certifications.
- ✓ Delivered intensive training programs with an average duration of 2-4 weeks, providing comprehensive AI knowledge in a short timeframe.
- ✓ Maintained a 95% satisfaction rate among training participants, demonstrating the effectiveness and quality of our AI education services.

**Professional Development Plan**

- Our internal training budget exceeded \$3 million in 2024.
- Tuition and training reimbursement are provided for up to \$7,000 per year per employee and participation is encouraged in professional associations and conferences.
- Conduct 3 "boot camps" per year with 15+ training sessions to bring our new staff members up to speed with Team/Project specific processes.
- The leadership development program, available to project staff with high potential
- Organizational Training Plan (OTP) based on the project, organizational, and individual training needs.

TSCTI has the infrastructure, resources, and expertise required to deliver a customized AI training program that meets the NCTCOG's and TXShare member's unique needs. We have a large, scalable team of AI experts and educators, supported by our advanced iHub, which serves as a testing ground for AI tools and solutions. This allows us to tailor training content to the NCTCOG's specific use cases, ensuring relevance and maximum impact. Our ability to quickly scale and adapt training programs is bolstered by our nationwide presence and a pool of over 150+ certified trainers and SMEs across 35+ offices, giving us the flexibility to allocate resources as needed. We also have the capacity to provide ongoing support post-training, ensuring that participants can continually apply their new skills. Moreover, our comprehensive digital learning platforms provide flexibility, allowing employees to access course materials, participate in interactive training sessions, and engage in self-paced learning that accommodates their diverse schedules and responsibilities.

We will start by conducting a needs assessment to understand the specific AI knowledge gaps and objectives of the selected NCTCOG's employees. Based on this, we will design a customized curriculum that covers AI fundamentals, machine learning basics, data analysis, AI tool proficiency, and ethical AI considerations, using examples relevant to city governance. The training will be delivered through a combination of in-person workshops, virtual sessions, and hands-on labs where employees can practice using AI-powered software and platforms. To ensure retention and real-world applicability, the training will feature interactive case studies, practical exercises, and assessments. Our AI experts will lead the sessions, providing continuous support, answering queries, and adjusting the content to ensure it meets the learning pace and needs of the NCTCOG's staff. After the training, we will provide post-session resources, including tutorials and access to a digital platform for continued learning and reference. We will also establish feedback mechanisms to measure the program's effectiveness and refine future training sessions accordingly.

**Resource Management:** TSCTI takes a strategic approach to resource management by ensuring that we have the right mix of skills and personnel tailored to each project's needs. Initially, we conduct a comprehensive assessment of the project requirements, focusing on technical specifications, industry expertise, and overall project complexity. We then

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align our team members' skill sets with these requirements through a meticulous skill mapping process. This approach ensures that we deploy personnel who possess the exact expertise needed for each phase of the project. Additionally, our dynamic talent pool includes AI developers, data scientists, project managers, and compliance experts who are continuously updated through cross-training and professional development. This ensures that our team remains adept at handling the latest technologies and methodologies. To manage projects efficiently, TSCTI employs a suite of advanced tools and methodologies. We use ***Jira for task tracking, Asana for project planning, and Microsoft Project for detailed scheduling and resource allocation.*** Resource management software which enables us to monitor availability, track utilization rates, and manage workload distribution effectively. Our commitment to Agile methodologies, including Scrum and Kanban, facilitates iterative development and allows us to adapt swiftly to project changes. Additionally, AI-driven tools predict project needs and help dynamically allocate resources based on real-time data and progress.

TSCTI's resource management strategy is inherently flexible and scalable, allowing us to adjust to changes in project scope or requirements seamlessly. We maintain a core team of skilled professionals who can rapidly expand, or contract based on the project's needs. This includes leveraging a network of subcontractors and partners for additional support when necessary. Our structured change management protocols ensure that scope adjustments are handled efficiently, including impact assessments, resource reallocation, and revised project timelines. Regular project reviews and status meetings are conducted to identify potential changes and proactively adjust resource allocation and project plans accordingly. Our bench resources possess extensive hands-on experience with a wide range of industry-standard matrix tools. Their expertise spans across various platforms, ensuring they can effectively manage and analyse complex project data. ***Below mentioned matrix demonstrates capability and capacity of TSCTI's resources that would assign on the NCTCOG's project.***

Title	Tools and Technologies	# On Bench Local Resources
Lead AI Consultant	TensorFlow, PyTorch, Azure AI, AWS AI, MLflow, Git, Docker, Kubernetes	15+
AI Strategy Consultant	Power BI, Tableau, Python, R, MS Teams, Confluence, Jira	10+
Business Transformation Consultant	BPMN, Lean Six Sigma, Change Management, MS Office Suite, Jira, Confluence	12+
Data Scientist	Python, R, Scikit-Learn, TensorFlow, PyTorch, Jupyter, Pandas, NumPy, Spark MLlib	25+
Data Analyst	SQL, Excel, Power BI, Tableau, Python, R, QlikView	20+
Data Visualization Specialist	Power BI, Tableau, D3.js, QlikView, MS PowerPoint, Looker	10+
Machine Learning Engineer	TensorFlow, Keras, PyTorch, Scikit-Learn, SageMaker, Databricks, MLflow, Apache Spark	18+
AI Model Architect	TensorFlow, PyTorch, Keras, ONNX, XGBoost, LightGBM, CatBoost, FastAI	8+
AI Solutions Architect	Azure AI, AWS AI, GCP AI, Kubernetes, Docker, MLflow, Databricks, Terraform	10+
Full-Stack AI Developer	Python, Flask, Django, React.js, Node.js, FastAPI, Docker, MongoDB, PostgreSQL	15+
Cloud Solutions Architect	AWS, Azure, GCP, Terraform, Kubernetes, Docker, OpenStack	9+
IT Infrastructure Consultant	VMware, Citrix, AWS, Azure, Cisco, Linux, Windows Server, SAN/NAS, Hyper-V	12+
Pilot Program Coordinator	MS Project, Jira, Confluence, Slack, Trello, Asana	6+
ROI Specialist	MS Excel, R, Python, Power BI, Tableau, ROI Analysis Frameworks	5+
Data Integration Specialist	Apache Nifi, MuleSoft, Talend, Informatica, Dell Boomi, RESTful APIs, SQL Server, Oracle	10+
Project Manager	PMP, Prince2, Jira, MS Project, Slack, Trello, Asana	20+
UX/UI Designer	Figma, Adobe XD, Sketch, InVision, Axure RP, Balsamiq	7+
AI System Architect	TensorFlow, PyTorch, AWS AI, Azure AI, Databricks, Docker, Kubernetes, MLflow	9+
Quality Assurance Analyst	Selenium, JIRA, TestRail, Postman, Jenkins, Cucumber, JUnit	12+
Support and Maintenance Specialist	ServiceNow, BMC Remedy, Zendesk, Freshservice, Jira Service Desk	18+
Compliance Specialist	NIST, ISO 27001, GDPR, HIPAA, SOC 2, PCI DSS, FedRAMP	6+
Human-Centered Design Consultant	Design Thinking, HCD Frameworks, Figma, Adobe XD, Miro	5+
Enterprise IT Consultant	TOGAF, ITIL, COBIT, MS Azure, AWS, GCP, VMware, Citrix	8+
Threat Intelligence Specialist	SIEM Tools (Splunk, IBM QRadar), Threat Intelligence Platforms, OSINT, MITRE ATT&CK	6+

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<b>Cloud Infrastructure Consultant</b>	AWS, Azure, GCP, OpenStack, Kubernetes, Docker, Terraform	10+
<b>DevOps Engineer</b>	Jenkins, Docker, Kubernetes, Terraform, GitLab CI/CD, Ansible, Chef, Puppet	12+
<b>Digital Transformation Specialist</b>	Agile, Lean, Change Management, Jira, Confluence, Power BI, Tableau	10+
<b>Advanced Analytics Consultant</b>	Python, R, SAS, SQL, Apache Spark, Power BI, Tableau	9+
<b>ML Model Engineer</b>	TensorFlow, PyTorch, Scikit-Learn, Keras, ONNX, MLflow, Databricks	15+
<b>Predictive Analytics Specialist</b>	Python, R, Scikit-Learn, TensorFlow, PyTorch, Apache Spark	8+
<b>AI Policy Developer</b>	AI Governance Frameworks, NIST AI RMF, IEEE 7000, OpenAI, BERT, GPT, AI Ethics Policies	4+
<b>AI Ethics Specialist</b>	IEEE 7000, NIST AI RMF, GDPR, Ethical AI Frameworks, Explainable AI	5+
<b>AI Training Specialist</b>	TensorFlow, PyTorch, Keras, Jupyter, Git, Docker, Kubernetes, MS Teams, LMS Platforms	10+
<b>Chatbot Developer</b>	Rasa, Dialogflow, Microsoft Bot Framework, IBM Watson Assistant, Amazon Lex	8+

**Data Strategy and Management:** TSCTI ensure that all AI solutions developed under this engagement adhere to best practices in data strategy and management. This is essential for maintaining data quality, governance, privacy, and security throughout the AI development lifecycle.

**Data Quality Controls:** Ensuring the integrity and accuracy of data utilized in AI models is a critical component of a robust data strategy. TSCTI will implement a multi-layered approach to uphold data quality. This will involve establishing rigorous data validation processes to identify and address inaccuracies or inconsistencies in datasets. Data validation procedures will be designed to detect errors early in the pipeline, preventing flawed data from propagating into AI models. Additionally, data enrichment procedures will be defined to enhance dataset quality. This includes supplementing raw data with additional context or derived features that improve model performance. Automated quality control checks will be integrated into the data pipeline to continuously monitor data accuracy and completeness.

Aspect	Approach
Data Integrity	Automated validation checks, anomaly detection
Data Accuracy	Rule-based and statistical validation methods
Data Enrichment	Integration of external datasets and derived features
Monitoring	Continuous data quality monitoring via dashboards

**Data Governance Framework:** A comprehensive data governance framework is necessary to ensure clarity in data ownership, usage rights, and stewardship roles. TSCTI will design a governance strategy that outlines roles and responsibilities, including data stewards and owners who are accountable for different datasets. Policies will be documented to facilitate compliance with public sector regulations. This documentation will cover data handling protocols, acceptable usage policies, and guidelines for cross-departmental data sharing. In addition, TSCTI will define processes for version control and data lineage tracking, ensuring transparency in how data is managed and used across the organization. Governance practices will include:

• Clear assignment of data ownership.  
 • Detailed usage rights for internal and external stakeholders.  
 • Guidelines for maintaining a centralized data catalog with lineage information.

Governance Element	Description
Data Ownership	Definition of roles responsible for data stewardship
Usage Rights	Policy outlining access and usage permissions
Version Control	Processes for managing data versions and updates
Data Lineage Tracking	Mechanisms for tracing the origin and flow of data

**Data Privacy Assurance:** Adhering to data privacy laws is a key responsibility in AI solution development. TSCTI will ensure compliance with regulations such as GDPR or relevant local legislation. This involves implementing methodologies for anonymizing sensitive data to prevent unauthorized access or disclosure. Protocols will be established for obtaining and managing data consent where necessary, ensuring that data collection practices remain ethical and transparent. Additionally, the TSCTI will propose methods for pseudonymization and encryption to protect personally identifiable information (PII) throughout the AI model lifecycle.

Privacy Measure	Approach
Legal Compliance	Alignment with GDPR, CCPA, and local privacy regulations
Data Anonymization	Use of anonymization and pseudonymization techniques
Consent Management	Establishment of clear consent protocols



**Data Security Protocols:** Robust data security measures are vital to safeguarding the organization’s information assets. The TSCTI will recommend and implement best-in-class security practices, including encryption, role-based access controls, and regular risk assessments. A data breach response plan will be developed, specifying the TSCTI’s responsibilities and detailing immediate actions to be taken in case of an incident. Secure data storage and backup practices will also be implemented. This will include the use of encrypted cloud storage solutions and regular data backups to protect against accidental loss or corruption.

Security Protocol	Details
Encryption	End-to-end encryption for data at rest and in transit
Access Control	Role-based access with multi-factor authentication
Risk Assessment	Periodic risk and vulnerability assessments
Incident Response Plan	Defined protocol for breach management

**Ongoing Data Strategy Evaluation:** Given the dynamic nature of regulatory landscapes and technological advancements, TSCTI will develop a plan for the periodic evaluation and update of the data strategy. This will involve scheduled reviews to ensure continued alignment with emerging best practices and regulations. The training sessions will cover critical aspects of data management, including maintaining data quality, governance policies, and compliance requirements. The goal is to equip the organization with the necessary knowledge and skills to manage and uphold the data strategy post-consultation.

Evaluation Component	Approach
Periodic Review	Scheduled bi-annual reviews and updates
Training	Workshops on governance, privacy, and security
Continuous Improvement	Feedback-driven enhancements to data policies

**Ethical AI Requirements:** TSCTI recognizes the critical importance of ensuring that all AI solutions developed under this engagement adhere to robust ethical standards. Our approach is designed to promote fairness, transparency, accountability, and proactive bias mitigation throughout the AI lifecycle. By aligning AI solutions with both industry best practices and the organization’s specific ethical principles, TSCTI will help foster responsible AI adoption. Below is a detailed outline of the methodology, technical aspects, and objectives satisfied for Ethical AI requirements:

- **Phase 1: Ethical Framework Alignment-** TSCTI will begin by understanding the organization’s existing ethical guidelines and relevant industry standards, such as those established by IEEE, the European Commission, and the U.S. AI Bill of Rights. We will ensure that all AI solutions are designed to reflect fairness and inclusiveness. Special emphasis will be placed on mitigating potential risks of discrimination, ensuring that AI systems produce unbiased outputs while fostering equitable outcomes for all stakeholders.
- **Phase 2: Bias Detection and Mitigation-** Our experts will implement a rigorous bias detection and mitigation process. This will involve evaluating training data for representational imbalances, analyzing model outputs for patterns of bias, and applying fairness-aware machine learning techniques. TSCTI will also establish a monitoring framework to continuously track and address bias throughout the AI system’s lifecycle.
- **Phase 3: Transparency Protocol Development-** To ensure stakeholder trust, TSCTI will develop clear transparency protocols for all AI models. This will include documenting the logic behind AI decision-making processes, data sources, and model outputs in an accessible format. We will also create explainer interfaces where applicable, allowing non-technical users to understand how critical AI-driven decisions are made.
- **Phase 4: Accountability and Auditing-** Accountability will be embedded into the development and operational phases of AI deployment. TSCTI will define clear roles and responsibilities for AI use, including protocols for tracking actions and changes to AI models. Regular internal audits will be conducted to verify continued compliance with ethical guidelines. A structured mechanism for external audits will also be proposed to ensure independent verification of AI integrity.
- **Phase 5: Ethical Impact Assessments-** TSCTI will incorporate periodic ethical impact assessments to evaluate the societal, cultural, and operational impacts of AI solutions. These assessments will identify any emerging risks and provide actionable recommendations for improvement. A remediation framework will be established to ensure prompt corrective action whenever issues are identified.

Category	Details
Framework Alignment	AI solutions will be aligned with ethical guidelines such as IEEE P7003 for algorithmic bias considerations, ensuring fairness, inclusiveness, and transparency.
Bias Mitigation	Advanced techniques like re-sampling, re-weighting, adversarial debiasing, and fairness metrics (e.g., equal opportunity, disparate impact) will be utilized.
Transparency Protocols	Documentation will include data sources, preprocessing methods, model architecture, decision logic, and output explanations.
Accountability Measures	Change logs, traceability systems, and role-based accountability models will be implemented to track model usage and modifications.
Auditing Mechanisms	Both internal and external audit frameworks will be designed, including checklists for ethical compliance and fairness evaluations.



<b>APPENDIX A.1</b> <b>Pricing for TXShare Cooperative Purchase Program Participants</b>		
Artificial Intelligence (AI) Consultancy Services		
Item	Description	Price (\$)
1	Principal Account Manager	250/hr
2	Account Manager	200/hr
3	Chief Technology Officer	250/hr
4	Senior Project Manager	250/hr
5	Project Manager	200/hr
6	Senior Project Coordinator	150/hr
7	Project Coordinator	125/hr
8	Senior Software Engineer	200/hr
9	Software Engineer	175/hr
10	Principal AI Engineer	250/hr
11	AI Engineer	200/hr
12	Principal Data Scientist	275/hr
13	Data Scientist	200/hr
14	Senior DBA	200/hr
15	DBA	150/hr
16	Senior Reporting Analyst	200/hr
17	Reporting Analyst	150/hr
18	Senior Network Engineer	250/hr
19	Network Engineer	250/hr
20	Senior Business Analyst	200/hr
21	Business Analyst	150/hr
22	Senior Security Analyst	250/hr
23	Security Analyst	200/hr
24	Senior Tester	200/hr
25	Tester	150/hr
26	Senior Technical Lead	250/hr
27	Technical Lead	200/hr
28	Senior Technical Writer	150/hr
29	Technical Writer	125/hr



## APPENDIX A.2

## EXHIBIT 1: SERVICE DESIGNATION AREAS

<b>Texas Service Area Designation or Identification</b>			
<b>Proposing Firm Name:</b>	<b>22nd Century Technologies, Inc.</b>		
<b>Notes:</b>	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.		
<b>Item</b>	<b>Region</b>	<b>Metropolitan Statistical Areas</b>	<b>Designated Service Area</b>
1.	North Central Texas	16 counties in the Dallas-Fort Worth Metropolitan area	TSCTI will be willing and
2.	High Plains	Amarillo Lubbock	TSCTI will be willing and be able to provide the proposed goods and ser
3.	Northwest	Abilene Wichita Falls	TSCTI will be willing and be able to provide the proposed goods and ser
4.	Upper East	Longview Texarkana, TX-AR Metro Area Tyler	TSCTI will be willing and be able to provide the proposed goods and services
5.	Southeast	Beaumont-Port Arthur	TSCTI will be willing and be able to provide the proposed goods and ser
6.	Gulf Coast	Houston-The Woodlands-Sugar Land	TSCTI will be willing and be able to provide the proposed goods and ser
7.	Central Texas	College Station-Bryan Killeen-Temple Waco	TSCTI will be willing and be able to provide the proposed goods and services
8.	Capital Texas	Austin-Round Rock	TSCTI will be willing and be able to provide the proposed goods and ser
9.	Alamo	San Antonio-New Braunfels Victoria	TSCTI will be willing and be able to provide the proposed goods and ser
10.	South Texas	Brownsville-Harlingen Corpus Christi Laredo McAllen-Edinburg-Mission	TSCTI will be willing and be able to provide the proposed goods and services
11.	West Texas	Midland Odessa San Angelo	TSCTI will be willing and be able to provide the proposed goods and services
12.	Upper Rio Grande	El Paso	TSCTI will be willing and be able to provide the proposed goods and ser

(Exhibit 1 continued on next page)



(Exhibit 1 continued)

Nationwide Service Area Designation or Identification Form							
<b>Proposing Firm Name:</b>	22nd Century Technologies, Inc.						
<b>Notes:</b>	<p>Indicate in the appropriate box whether you are proposing to provide service to all Fifty (50) States.</p> <table border="1"> <tr> <td>Will service all fifty (50) states</td> <td>Will not service fifty (50) states</td> </tr> <tr> <td><input checked="checked" type="checkbox"/></td> <td><input type="checkbox"/></td> </tr> </table> <p>If you are not proposing to service to all fifty (50) states, then designate on the form below the states that you will provide service to. By designating a state or states, you are certifying that you are willing and able to provide the proposed goods and services in those states.</p> <p>If you are only proposing to service a specific region, metropolitan statistical area (MSA), or City in a State, then indicate as such in the appropriate column box.</p>			Will service all fifty (50) states	Will not service fifty (50) states	<input checked="checked" type="checkbox"/>	<input type="checkbox"/>
Will service all fifty (50) states	Will not service fifty (50) states						
<input checked="checked" type="checkbox"/>	<input type="checkbox"/>						
Item	State	Region/MSA/City (write "ALL" if proposing to service entire state)	Designated as a Service Area				
1.	Alabama	ALL	ALL				
2.	Alaska	ALL	ALL				
3.	Arizona	ALL	ALL				
4.	Arkansas	ALL	ALL				
5.	California	ALL	ALL				
6.	Colorado	ALL	ALL				
7.	Connecticut	ALL	ALL				
8.	Delaware	ALL	ALL				
9.	Florida	ALL	ALL				
10.	Georgia	ALL	ALL				
11.	Hawaii	ALL	ALL				
12.	Idaho	ALL	ALL				
13.	Illinois	ALL	ALL				
14.	Indiana	ALL	ALL				
15.	Iowa	ALL	ALL				
16.	Kansas	ALL	ALL				
17.	Kentucky	ALL	ALL				
18.	Louisiana	ALL	ALL				
19.	Maine	ALL	ALL				
20.	Maryland	ALL	ALL				

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

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.



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

Isha Sharma

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

22nd Century Technologies, Inc.

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

05/12/2025

\_\_\_\_\_  
Date

## **APPENDIX C**

### **RESTRICTIONS ON LOBBYING**

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

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

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

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

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

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

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

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



\_\_\_\_\_  
Signature

\_\_\_\_\_  
Contracts Manager

\_\_\_\_\_  
Title

\_\_\_\_\_  
22nd Century Technologies, Inc.

\_\_\_\_\_  
Agency

\_\_\_\_\_  
05/12/2025

\_\_\_\_\_  
Date



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

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

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

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

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

**Check one of the following:**

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

**-OR-**

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



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

Isha Sharma

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

22nd Century Technologies, Inc.

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

05/12/2025

\_\_\_\_\_  
 Date

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

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

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

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

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

**Check one of the following:**

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

**-OR-**

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



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

Isha Sharma

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

22nd Century Technologies, Inc.

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

05/12/2025

\_\_\_\_\_  
Date

## BOYCOTTING OF CERTAIN ENERGY COMPANIES

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

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

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

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

### Check one of the following:

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

**-OR-**

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



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

Isha Sharma

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

22nd Century Technologies, Inc.

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

05/12/2025

\_\_\_\_\_  
Date

APPENDIX E  
DEBARMENT CERTIFICATION

Isha Sharma \_\_\_\_\_ being duly  
(Name of certifying official)  
sworn or under penalty of perjury under the laws of the United States, certifies that neither

22nd Century Technologies, 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:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



\_\_\_\_\_  
Signature of Certifying Official  
Contracts Manager

\_\_\_\_\_  
Title  
05/12/2025

\_\_\_\_\_  
Date of Certification  
Form 1734  
Rev.10-91  
TPFS