

TXShare

Your Public Sector Solutions Center

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

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

New Math Data, LLC ("Contractor")
1815 W 14th Street
Houston, TX 77008

ARTICLE I RETENTION OF THE CONTRACTOR

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

ARTICLE II SCOPE OF SERVICES

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

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

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

2.5 NCTCOG Obligations

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

2.6 Participating Entity Obligations.

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

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

2.7 Contractor Obligations.

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

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

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

ARTICLE III

TERM

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

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

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

ARTICLE IV COMPENSATION

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

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

ARTICLE V SERVICE FEE

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

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

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

ARTICLE VI RELATIONSHIP BETWEEN THE PARTIES

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

ARTICLE VII REPRESENTATION AND WARRANTIES

7.1 Representations and Warranties. Contractor represents and warrants that:

7.1.1 As of the Effective Date of this Agreement, it is not a party to any oral or written contract or understanding with any third party that is inconsistent with this Agreement and/or would affect the Contractor's performance under this Agreement; or that will in any way limit or conflict with its ability to fulfill the terms of this Agreement. The Contractor further represents that it will not enter into any such agreement during the Term of this Agreement;

7.1.2 NCTCOG is prohibited from making any award or permitting any award at any tier to any party which is debarred or suspended or otherwise excluded from, or ineligible for, participation in federal assistance programs under Executive Order 12549, Debarment and Suspension. Contractor and its subcontractors shall include a statement of compliance with Federal and State Debarment and suspension regulations in all Third-party contracts.

7.1.3 Contractor shall notify NCTCOG if Contractor or any of the Contractor's sub-contractors becomes debarred or suspended during the performance of this Agreement. Debarment or suspension of the Contractor or any of Contractor's sub-contractors may result in immediate termination of this Agreement.

7.1.4 Contractor and its employees and sub-contractors have all necessary qualifications, licenses, permits, and/or registrations to perform the Services in accordance with the terms and conditions of this Agreement, and at all times during the Term, all such qualifications, licenses, permits, and/or registrations shall be current and in good standing.

7.1.5 Contractor shall, and shall cause its representatives to, comply with all municipal, state, and federal laws, rules, and regulations applicable to the performance of the Contractor's obligations under this Agreement.

ARTICLE VIII CONFIDENTIAL INFORMATION AND OWNERSHIP

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

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

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

ARTICLE IX GENERAL PROVISIONS

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

If to NCTCOG:

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

If to Contractor:

New Math Data, LLC

Attn: Bernard Hatch

1815 W 14th Street

Houston, TX 77008

Phone: 518-400-0425

Email: thatch@newmathdata.com

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

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

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

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

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

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

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

9.5.2 Commercial General Liability:

9.5.2.1 Required Limits:

\$1,000,000 per occurrence;

\$3,000,000 Annual Aggregate

9.5.2.2 Commercial General Liability policy shall include:

9.5.2.2.1 Coverage A: Bodily injury and property damage;

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

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

ARTICLE X ADDITIONAL REQUIREMENTS

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

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

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

10.11 **Civil Rights Compliance**

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

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

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

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

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

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

10.12 **Disadvantaged Business Enterprise Program Requirements**

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

10.13 **Pertinent Non-Discrimination Authorities**

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

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

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

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

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

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

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

10.15 House Bill 89 Certification

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

10.16 Certification Regarding Disclosure of Conflict of Interest.

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

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

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

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

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

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

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

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

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

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

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

10.17 Certification of Fair Business Practices

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

10.18 Certification of Good Standing Texas Corporate Franchise Tax Certification

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

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

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

10.20 Discrimination Against Firearms Entities or Firearms Trade Associations

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

10.21 Boycotting of Certain Energy Companies

Pursuant to Texas Local Government Code Chapter 2274, Subtitle F, Title 10, prohibiting contracts with companies who boycott certain energy companies. NCTCOG is prohibited from contracting with entities or extend contracts with entities that boycott energy companies. Contractor shall certify its compliance through execution of the "Boycotting of Certain Energy Companies Certification," which is included as Appendix D of this Contract. The Contractor shall pass these requirements down to any of its subcontractors funded under this Agreement. The Contractor shall notify NCTCOG if the Contractor cannot comply with the prohibition during the performance of this Contract.

10.22 Domestic Preference for Procurements

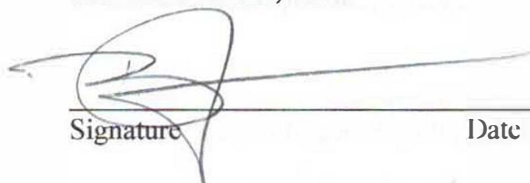
As appropriate and to the extent consistent with law, the CONTRACTOR should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other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

10.23 Trafficking in Persons

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

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

New Math Data, LLC


 Signature _____ Date _____

Bernard L. Hatch III
 Printed Name

Managing Member
 Title

North Central Texas Council of Governments

Signed by:

 Signature _____ Date 6/4/2025
 349D83294E7946E...
 Todd Little
 Executive Director

APPENDIX A

Statement of Work

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

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

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

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

The Contractor must implement the following data governance practices:

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

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

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

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

Technical Proposal

Challenge Objectives: How GenAI Would Address Each Deliverable

New Math Data proposes the following solutions for each of the below challenge areas.

a. Administration

Generative AI can synthesize large datasets and provide actionable insights for governance:

- **Report Generation:** GenAI automates the creation of detailed reports by summarizing complex datasets and highlighting trends.
- **Policy Simulation:** By analyzing historical data, GenAI generates policy scenarios, predicting outcomes for various administrative actions.
- **Meeting Summaries and Notes:** AI listens to recorded meetings, generating concise, accurate summaries for stakeholders.
- **Citizen Sentiment Analysis:** GenAI processes social media and survey data to generate sentiment reports on public policies.

Generative AI for Data Aggregation and Reporting in City Services

AWS has implemented the following solution, which New Math Data can utilize to enhance data-driven decision-making in public sector organizations:

- **Solution Overview:**
 - A data aggregation and reporting tool that uses generative AI to synthesize insights across city departments.
- **Key Features:**
 - **Cross-Departmental Data Integration:** Collects and processes data from various municipal services.
 - **Dynamic Report Generation:** Provides customized, easy-to-read summaries for stakeholders.
 - **Trend Analysis:** Identifies patterns and dependencies across service areas.
- **Technical Implementation:**
 - **Generative AI Models:** Synthesizes large datasets into actionable insights.
 - **API Integration:** Ensures compatibility with existing municipal systems.
 - **AWS Cloud Hosting:** Supports high data throughput and secure storage.
- **Outcomes and Future Potential:**
 - Improves transparency and operational efficiency in city governance.
 - Offers opportunities to integrate with state or federal databases for broader impact.

b. Development Services

GenAI enhances development workflows by automating and simplifying communication and operational tasks:

- **Interactive Chatbots:** GenAI-powered assistants can handle real-time permit inquiries and status updates, simulating human-like interactions.
- **Document Drafting:** Automatically generates permit drafts and inspection reports from templates, reducing human error and processing time.
- **3D Models and Renderings:** Using textual or CAD inputs, GenAI can create conceptual 3D models for proposed developments, aiding in visual approvals.

Generative AI for Automating City Operations and Citizen Engagement

AWS has implemented the following solution, which New Math Data can adopt to improve automation and citizen engagement in city operations:

- **Solution Overview:**
 - A generative AI-based automation platform designed to improve efficiency in municipal operations while enhancing engagement with citizens through personalized communication.
- **Key Features:**
 - **Automated Workflow Management:** Uses generative AI to automate routine tasks such as permitting, scheduling, and citizen requests.
 - **Citizen Communication:** Provides AI-driven, personalized responses to citizen inquiries via chatbots or email.
 - **Real-Time Insights:** Generates reports on city service performance and citizen feedback to guide decision-making.
- **Technical Implementation:**
 - **NLP-Powered Chatbots:** Integrates with municipal websites or apps to handle inquiries, reducing response times and improving satisfaction.
 - **Data Integration:** Connects with existing city systems through APIs to consolidate information and streamline workflows.
 - **AWS Hosting:** Ensures scalability and security, allowing municipalities to handle high volumes of requests efficiently.
- **Outcomes and Future Potential:**
 - **Enhanced Citizen Engagement:** Provides timely, accurate responses to citizen concerns while offering easy access to public services.
 - **Operational Efficiency:** Reduces the workload on staff by automating repetitive tasks, freeing resources for high-priority initiatives.
 - **Scalability:** Suitable for use across cities of different sizes, with potential to expand into state-level governance.

c. Event Center

Generative AI optimizes event planning and attendee engagement:

- **Personalized Outreach:** GenAI creates personalized marketing emails, social media posts, and event descriptions tailored to different audience segments.
- **Dynamic Scheduling:** Automatically generates optimal event schedules based on availability and attendee preferences.
- **Content Creation:** Generates promotional materials like videos, banners, and articles to boost event visibility.

Slack-Powered AI Chatbot for Collaboration

NMD developed an AI-powered chatbot integrated into Slack to enhance collaboration and streamline team workflows. This internally built chatbot utilizes a foundational language model to provide intelligent responses, execute queries, and support operational tasks.

Solution Overview

- **Natural Language Interface:** Users accessed insights and executed tasks directly via Slack.
- **Custom Workflows:** Tailored responses and automation catered to specific business needs.
- **Scalable Architecture:** Designed to handle increasing interactions efficiently.

Key Outcomes

- **Increased Productivity:** Simplified information retrieval and task execution reduced effort.
- **Improved Collaboration:** Streamlined communication and enhanced team efficiency.
- **User-Friendly Design:** Accessible through familiar tools for an intuitive user experience.

d. Economic Development

GenAI supports economic initiatives through advanced data modeling and communication tools:

- **Investment Proposals:** Automatically generates professional investment opportunity summaries based on regional data and economic forecasts.
- **Market Trends Reports:** GenAI synthesizes economic indicators into easily digestible reports for stakeholders and potential investors.
- **Communication Support:** Produces multilingual proposals and marketing materials to attract international business partnerships.

e. Finance and Budget

GenAI streamlines financial management by automating complex analytical and reporting tasks:

- **Budget Forecasting Models:** Generates detailed, scenario-based budget forecasts, identifying potential gaps and opportunities.
- **Anomaly Detection Explanations:** Summarizes flagged anomalies in understandable terms for financial managers, offering actionable insights.
- **Interactive Financial Reports:** Produces customizable, real-time visualizations and textual summaries of financial performance.

Sentiment Analysis for Informed Investment Decisions

New Math Data developed an AI-powered sentiment analysis solution to provide deeper insights into market trends and inform investment strategies. This internally built system processes vast amounts of news and social media data, delivering actionable intelligence for financial decision-making.

Solution Overview

- **Sentiment Analysis Models:** Advanced AI models were used to quantify market sentiment.
- **Data Integration:** Seamless integration with analysis platforms for real-time insights.
- **Custom Dashboards:** Visualized sentiment trends to guide informed investment decisions.

Key Outcomes

- **Enhanced Decision-Making:** Real-time sentiment data offered a competitive edge in strategy development.
- **Risk Mitigation:** Enabled early detection of potential market risks through trend analysis.
- **Increased Efficiency:** Automated data processing reduced reliance on manual analysis.

f. Human Resources (HR)

GenAI transforms HR processes through personalized interactions and automation:

- **Resume Matching:** Analyzes job descriptions and generates shortlist recommendations, highlighting the alignment between roles and candidates.

- **Onboarding Materials:** Creates personalized onboarding kits, including training schedules, FAQ documents, and instructional videos.
- **Engagement Analysis:** Generates insights from employee feedback surveys, identifying trends in satisfaction and areas for improvement.

Client Example: Revolutionizing Resume Processing for Talent Acquisition

A talent acquisition firm implemented a generative AI-powered solution to transform its resume processing and candidate matching workflows. The solution leveraged advanced natural language processing (NLP) to integrate resume vectorization and improve decision-making in recruitment processes.

Solution Overview

- **Resume Vectorization:** NLP techniques transform resumes into searchable, comparable formats.
- **Automated Candidate Matching:** Generative AI algorithms improved the precision of job-candidate alignment.
- **Scalable Querying:** Efficient querying enabled faster shortlisting and enhanced user satisfaction.

Business Transformation

- **Traditional Approach:** Resume processing was time-consuming and lacked the precision needed for optimal candidate-job matching.
- **Generative AI Transformation:** The integration of generative AI significantly decreased processing times while improving matching accuracy, leading to better recruitment outcomes.

Key Outcomes

- **Time Savings:** Drastically reduced resume processing time, enabling faster candidate selection.
- **Higher Recruitment Success:** Enhanced matching accuracy improved hiring outcomes.
- **Improved Scalability:** Automated workflows supported increased hiring volumes without added effort.

HireBot: Streamlining Talent Acquisition

NMD designed and implemented **HireBot**, an AI-powered virtual recruiter, to revolutionize talent acquisition processes. This solution leveraged conversational AI to automate candidate engagement, initial screenings, and matching processes, enhancing overall efficiency, it is categorized as intelligent document processing (IDP).

Solution Overview

- **Conversational AI:** A virtual assistant powered by natural language processing enabled seamless candidate interactions.
- **Automated Screening:** AI analyzed resumes and responses to identify qualified candidates.
- **Enhanced Matching:** Machine learning algorithms improved candidate-job alignment precision.

Key Outcomes

- **Time Savings:** Automated workflows reduced the time required for manual evaluations.
- **Improved Candidate Experience:** Personalized interactions enhanced satisfaction and engagement.
- **Higher Recruitment Efficiency:** Optimized workflows supported larger hiring volumes.

g. Information Technology and Cybersecurity

Generative AI enhances IT operations and security with intelligent automation:

- **Help Desk Support:** Creates dynamic FAQs and conversational AI that solve common IT issues without human intervention.
- **Threat Playbooks:** Automatically generates security playbooks to respond to identified cybersecurity threats, including step-by-step remediation guides.
- **Documentation:** Creates technical documentation for IT systems based on logs, code repositories, and user interactions.

Client Example: Enhancing Metadata Processing for Legal and Compliance Needs

A client specializing in capturing and preserving web content for legal and compliance purposes sought a solution to improve the processing of file metadata. The objective was to augment the metadata with additional information, enabling more robust search and retrieval capabilities. The processed metadata was indexed in a scalable search platform and made queryable through a Retrieval-Augmented Generation (RAG) agent powered by generative AI.

Solution Overview

- **Metadata Augmentation:** Additional metadata fields were integrated to improve search precision and retrieval speed.
- **Advanced Querying:** A RAG agent enabled natural language search capabilities for seamless interaction with metadata.
- **Scalable Processing:** The metadata processing pipeline was containerized to ensure scalability and efficiency.
- **Secure Storage:** All files and metadata were securely stored and managed.

Business Transformation

- **Traditional Approach:** The manual process of managing metadata was time-intensive, introducing inefficiencies and limiting scalability.
- **Modernized Workflow:** By transitioning to a generative AI-powered approach, the client reduced metadata retrieval times by up to 80%, enabling faster response times and improved user satisfaction.

Key Outcomes

- **Efficiency Gains:** 80% reduction in metadata retrieval time.
- **Cost Optimization:** Automated metadata processing reduced operational costs.
- **Improved Client Experience:** Enhanced metadata accuracy streamlined workflows and improved user satisfaction.

Generative AI for Risk Assessment and Management

AWS has implemented the following solution, which New Math Data can leverage to improve risk management in public sector operations:

- **Solution Overview:**
 - An AI-powered tool designed to identify risks in real-time and suggest actionable mitigation strategies.
- **Key Features:**
 - **Predictive Modeling:** Analyzes historical data to forecast potential risks and incidents.
 - **Real-Time Monitoring:** Identifies vulnerabilities across systems or activities as they arise.
 - **Interactive Dashboards:** Provides actionable insights through user-friendly visualizations.
- **Technical Implementation:**
 - **Predictive Analytics:** Employs machine learning to detect patterns and recommend interventions.
 - **Cloud-Based Hosting:** Ensures scalability and secure management of sensitive risk data.
- **Outcomes and Future Potential:**
 - Enhances situational awareness and response capabilities.
 - Scalable for implementation across universities, municipalities, or larger state-level organizations.

Generative AI as a Force for Good in Facilitating Cyber-Resiliency

AWS has implemented the following solution, which can be adopted by New Math Data to enhance cyber-resiliency for public sector organizations:

- **Solution Overview:**
 - An AI-driven tool that conducts natural language interviews based on the NIST 1.1 framework to assess and improve an organization's security posture.
 - **Key Features:**
 - **Natural Language Interviews:** Conducts conversational assessments to evaluate cybersecurity readiness.
 - **Customizable Detail Levels:** Accommodates both high-level overviews and detailed analyses tailored to the organization's needs.
 - **Framework Alignment:** Provides support for frameworks such as HIPAA and CJIS, ensuring compliance with various security standards.
 - **Technical Implementation:**
 - **Cloud Hosting:** Hosted on AWS, ensuring secure and scalable deployment.
 - **Core Services:**
 - **Amazon Bedrock and Claude v2** for advanced natural language processing.
 - **Amazon RDS** for secure data storage and triage.
 - **AWS Lambda and API Gateway** for seamless backend processing.
 - **Authentication and Privacy:** Uses **Amazon Cognito** to authenticate users and maintain data security.
 - **Outcomes and Future Potential:**
 - Facilitates regional cyber support through tailored assessments.
 - Offers an expandable framework for adoption in other regions or industries.
-

h. Library Services

GenAI personalizes library services and makes information retrieval more efficient:

- **Personalized Book Suggestions:** Based on borrowing history and preferences, GenAI generates custom reading lists for users.
 - **Catalog Search Enhancement:** Converts user queries into precise search commands for better catalog navigation.
 - **Digital Content Creation:** Automatically generates summaries or translations of books and documents in the library's collection.
-

i. Municipal Courts

Generative AI simplifies court operations by automating routine processes:

- **Legal Document Drafting:** Creates drafts of motions, subpoenas, and other legal documents based on input data and case details.
- **AI Legal Assistant:** Responds to citizen inquiries about case procedures or hearing schedules with conversational accuracy.
- **Case Analysis:** Summarizes lengthy legal documents and extracts relevant case details for quicker review.

Generative AI FactBot for Enhanced Information Delivery

AWS has implemented the following solution, which can be leveraged by New Math Data to improve user interactions with public sector information systems:

- **Solution Overview:**
 - **FactBot:** A generative AI service that provides concise, fact-based responses to user queries by leveraging pre-verified data.
- **Key Features:**
 - **Real-Time Summaries:** Synthesizes and delivers answers derived from validated datasets.
 - **Content Matching:** Matches user queries with the most relevant information from existing records.
 - **Transparency Indicators:** Alerts users when data is insufficient or unverified.
- **Technical Implementation:**
 - **AI Models:** Employs natural language generation to produce accurate and contextual responses.
 - **AWS Cloud Hosting:** Ensures secure access and rapid response times for real-time queries.
- **Outcomes and Future Potential:**
 - Improves transparency and accessibility of public information.
 - Can be scaled for use in government communication platforms or public records databases.

j. Parks and Recreation

GenAI improves service delivery and engagement in recreational activities:

- **Activity Recommendations:** Analyzes user preferences and generates personalized activity suggestions.
- **Content Creation:** Produces promotional materials such as newsletters, flyers, and social media content for upcoming programs.

- **Registration Insights:** Summarizes registration trends, highlighting popular programs and identifying opportunities for new offerings.

Client Example: Simplifying Data Management in Agricultural Operations

An agricultural cultivation company enhanced its data management and decision-making processes through a generative AI-powered solution. The implementation focused on simplifying database queries, replacing traditional SQL-based approaches with natural language processing capabilities.

Solution Overview

- **Natural Language Querying:** Large Language Models (LLMs) enabled chat-based querying of databases, eliminating the need for SQL expertise.
- **Scalable Processing:** Containerized environments ensured efficient handling of metadata at scale.
- **Enhanced Accessibility:** Non-technical users gained the ability to query and analyze data independently.

Business Transformation

- **Traditional Approach:** Manual SQL querying required specialized knowledge and significant time to retrieve and organize data.
- **Generative AI Transformation:** NLP-driven queries reduced data retrieval time and accelerated decision-making by empowering all staff, not just technical teams, to access critical insights.

Key Outcomes

- **Faster Data Retrieval:** Reduced query response times enabled quicker operational decisions.
- **Increased Decision-Making Speed:** Simplified data access for non-technical users accelerated workflow efficiencies.
- **Cost Reduction:** Automation reduced the need for extensive SQL training and lowered staffing costs related to data management by 20%.

k. Parks Maintenance

GenAI ensures proactive and efficient maintenance operations:

- **Predictive Maintenance Summaries:** Creates maintenance schedules based on equipment usage data, forecasting failures before they occur.

- **Resident Communication:** Automatically generates updates on maintenance schedules and progress reports tailored to community members.
- **Resource Allocation Plans:** Suggests optimal distribution of staff and materials for maintenance tasks based on historical data.

I. Public Works

Generative AI supports project management and communication in public works:

- **Project Timelines:** Creates Gantt charts and work schedules based on input parameters like resources and deadlines.
- **Resident Notifications:** Produces personalized project update emails, texts, and social media posts for stakeholders.
- **Visual Planning Tools:** Generates visual aids and schematics for proposed public infrastructure projects.

m. Utility Billing

GenAI improves the utility billing process with automation and communication tools:

- **Customer Support Chatbots:** Provides real-time, natural-sounding assistance for billing inquiries and payment setups.
- **Usage Summaries:** Generates easy-to-read reports of individual utility usage trends, empowering customers to make informed decisions.
- **Payment Reminders:** Automatically generates and schedules personalized reminder messages for overdue payments.

Generative AI for Campus Procurement and Scope of Work Creation

AWS has implemented the following solution, which can be utilized by New Math Data to streamline procurement processes in public sector organizations:

- **Solution Overview:**
 - **ScopeBuilder:** An AI-powered application to assist procurement specialists in creating detailed, standardized, and compliant Scopes of Work (SOW).
- **Key Features:**
 - **AI-Powered SOW Generation:** Analyzes historical SOWs to create drafts with consistent structure and compliance.
 - **Guided Workflow:** Provides step-by-step assistance to users, reducing errors and ensuring policy adherence.

- **Compliance Automation:** Ensures alignment with public procurement policies and regulatory standards.
 - **Technical Implementation:**
 - **NLP Models:** Utilizes generative AI to convert user inputs into structured SOW documents.
 - **AWS Infrastructure:** Ensures reliability and security with scalable cloud solutions.
 - **Outcomes and Future Potential:**
 - Reduces time spent on procurement documentation.
 - Adaptable for use in state, federal, or international procurement processes.
-

n. Visitors Bureau

Generative AI enhances visitor experiences by creating personalized and engaging content:

- **Itinerary Builders:** Generates customized travel itineraries based on tourist preferences, travel history, and local events.
 - **Interactive FAQs:** Chatbots answer visitor queries in real-time, simulating conversational exchanges about attractions and amenities.
 - **Marketing Content:** Automatically produces travel guides, blog posts, and video scripts promoting local tourism.
-

o. Other Government Entity Departments

Generative AI empowers departments to optimize operations and improve service delivery:

- **Workflow Automation:** Generates detailed workflows to standardize operational tasks.
- **Scenario Simulations:** Produces hypothetical scenarios for policy testing and planning.
- **Citizen Engagement Materials:** Creates tailored communication strategies, including public announcements and newsletters.

AI-Powered Solution for Wind Farm Operations

NMD created an AI-driven system to optimize wind farm operations by enhancing turbine performance monitoring and enabling predictive maintenance. This solution leverages machine learning to analyze performance data and deliver actionable insights for engineering teams.

Solution Overview

- **Performance Monitoring:** AI models identified inefficiencies and anomalies in turbine operations.
- **Predictive Maintenance:** Machine learning algorithms forecasted maintenance needs to reduce downtime.
- **Real-Time Insights:** Engineers accessed actionable data to optimize wind farm output.

Key Outcomes

- **Operational Efficiency:** Proactive maintenance improved turbine performance and minimized downtime.
- **Cost Reduction:** Addressing issues preemptively reduced maintenance costs.
- **Sustainability Gains:** Enhanced energy production supported greener and more efficient operations.

Scope of Work

a. Solve the outlined challenges in various departments.

New Math Data will design and implement tailored AI solutions for each operational challenge presented in Section 5.1.

b. Integrate seamlessly with existing systems and databases.

New Math Data will ensure that all solutions are designed to integrate seamlessly into existing infrastructure:

- **API-First Design:** Solutions will expose robust APIs to interact with legacy systems (e.g., case management, HR systems, utility billing). Middleware solutions will be developed for systems without API access.
- **Data Standardization:** Existing data formats (JSON, XML, CSV) will be converted into AI-compatible structures. This ensures efficient information flow between systems.
- **Security Frameworks:** New Math Data will integrate with critical IT infrastructure, such as:
 - **Mobile Device Management (MDM):** Secure access for on-the-go systems.
 - **Identity Access Management (IAM):** Role-based permissions for data access.
 - **Security Information and Event Management (SIEM):** Logging, monitoring, and auditing system performance.

c. Are user-friendly and accessible to all stakeholders.

New Math Data will prioritize accessibility and user-friendliness:

- **Intuitive Interfaces:** Solutions will feature clean and simple interfaces, enabling non-technical stakeholders to easily navigate systems and extract insights.

- **Multi-Language Support:** NLP capabilities will allow tools to support multiple languages, ensuring inclusivity for diverse populations.
- **Responsive Design:** Platforms will be optimized for mobile, tablet, and desktop devices.
- **Accessibility Compliance:** Solutions will adhere to **WCAG 2.1** accessibility guidelines, ensuring compatibility with screen readers and adaptive devices.

d. Include comprehensive training and ongoing support for staff.

New Math Data will provide robust training and support programs to maximize solution adoption:

- **Customized Training Modules:** Staff will receive role-specific training to ensure comfort and proficiency with the AI tools.
- **Onboarding Workshops:** Live and virtual workshops will guide teams through solution features, setup, and troubleshooting.
- **Documentation:** Comprehensive user manuals, FAQs, and troubleshooting guides will be provided for easy reference.
- **Ongoing Support:** A dedicated support team will offer:
 - **Helpdesk Support:** Assistance for technical issues.
 - **Periodic Reviews:** Scheduled check-ins to optimize AI tool usage and address evolving needs.
 - **Knowledge Base:** An updated repository of insights, tips, and best practices.

e. Provide maintenance, updates, and ensure compliance with data security and privacy standards.

New Math Data will offer ongoing maintenance and ensure compliance with all relevant regulations:

- **Regular Updates:** AI models will be retrained and updated as required, incorporating the latest data and user feedback to ensure optimal performance.
 - **Patch Management:** Security patches and software updates will be implemented on a regular schedule to protect against vulnerabilities.
 - **Compliance Management:**
 - **GDPR and HIPAA Compliance:** Data encryption (AES-256), anonymization, and secure processing workflows will safeguard sensitive information.
 - **Auditing and Monitoring:** Real-time monitoring systems will ensure compliance with all data regulations.
 - **Disaster Recovery Plan (DRP):** New Math Data will implement redundancy measures and automated backup systems for data protection.
-

f. Ensure data security and privacy compliance.

New Math Data will maintain the highest standards of data security and privacy:

- **Encryption Standards:** End-to-end encryption (in transit and at rest) using **AES-256** ensures data remains secure.
 - **Access Controls:** Role-based access controls (RBAC) and **multi-factor authentication (MFA)** will limit system access to authorized personnel.
 - **Data Anonymization:** Personal Identifiable Information (PII) will be anonymized to comply with GDPR, HIPAA, and similar laws.
 - **Regular Audits:** Continuous auditing of data usage and access logs ensures adherence to best practices.
 - **Incident Response Protocol:** A detailed protocol for responding to breaches will be implemented, including regular testing and staff training on security awareness.
-

Conclusion

New Math Data is committed to designing, developing, and deploying AI solutions that are tailored, integrated, and secure. Through user-friendly systems, comprehensive support, and rigorous compliance practices, we ensure that public sector entities can harness AI to achieve greater operational efficiency and service excellence.

Technical Requirements

a. Challenge-Specific Functionality

New Math Data will design customized AI solutions that address specific operational challenges identified by each entity:

- **Use Case Alignment:** Each solution will be tailored to functional challenges such as permit processing, case management, and utility billing. Our AI-driven applications will map real-world needs to features like **workflow automation**, **predictive analytics**, and **real-time alerts**.
 - **Iterative Design:** New Math Data will adopt agile methodologies to co-create solutions with public sector stakeholders, ensuring functionality aligns closely with operational priorities.
 - **Testing Protocols:** All solutions will undergo rigorous challenge-specific testing to validate accuracy and ensure a seamless user experience.
-

b. Scalability

New Math Data's AI solutions will be developed with a focus on scalability, ensuring that systems handle increased data volumes and user interactions efficiently:

- **Cloud-Native Architecture:** Solutions will leverage cloud platforms like AWS or Azure, enabling rapid scaling based on demand.
 - **Load Balancing:** By implementing automated load-balancing mechanisms, we will maintain consistent system performance during peak usage.
 - **Elastic Databases:** Integration with cloud databases (e.g., Amazon RDS, DynamoDB) ensures flexible and adaptive data storage.
-

c. Integration

Seamless integration with existing systems is a key focus for New Math Data:

- **API-First Design:** Our AI solutions will provide RESTful or GraphQL APIs to ensure compatibility with case management, HR, billing, or library systems.
- **Security Integration:** We will support frameworks like Mobile Device Management (MDM), Identity Access Management (IAM), and Security Information and Event Management (SIEM) to align with enterprise-level IT governance.
- **Legacy System Compatibility:** Solutions will include middleware to bridge existing systems (e.g., SQL-based systems) with modern AI capabilities.

Example: A chatbot solution for library services will integrate with the existing database to provide real-time book availability and user assistance.

d. Real-Time Analytics

New Math Data will integrate AI-powered analytics for real-time monitoring and decision-making:

- **Dashboards:** Custom dashboards will visualize KPIs, trends, and system performance.
 - **Predictive Insights:** AI models will analyze historical data to generate predictions, such as permit approval times or resource utilization forecasts.
 - **Automated Reports:** Stakeholders will receive AI-generated reports summarizing system usage, anomalies, and key insights.
-

e. Data Security and Privacy

Ensuring compliance with regulations like **GDPR** and **HIPAA** is central to New Math Data's design approach:

- **Encryption:** End-to-end encryption (AES-256) will protect data in transit and at rest.

- **Role-Based Access:** Implementing Role-Based Access Controls (RBAC) ensures only authorized personnel access sensitive information.
 - **Audit Trails:** AI systems will log all interactions for compliance and reporting.
-

f. Natural Language Processing (NLP) Capabilities

Advanced NLP will allow systems to engage users effectively and respond to diverse queries:

- **Chatbot Functionality:** AI assistants will provide real-time answers to FAQs, automate workflows, and offer multi-lingual support.
 - **Contextual Understanding:** Leveraging deep learning models, the solutions will understand context to improve response relevance.
 - **User Feedback Loop:** Continuous feedback will improve NLP model accuracy over time.
-

g. Accuracy

New Math Data will ensure high levels of accuracy in AI outputs through the following strategies:

- **Model Training:** AI models will be trained on clean, labeled datasets tailored to the public sector.
 - **Performance Monitoring:** Automated systems will monitor accuracy in outputs using metrics like F1-score and error rates.
 - **Continuous Validation:** Regular validation cycles will ensure AI-generated responses align with end-user needs.
-

h. Algorithm Transparency

Transparency in AI algorithms is critical to ethical adoption:

- **Bias Mitigation:** AI models will incorporate fairness algorithms and debiasing techniques to avoid discriminatory outcomes.
 - **Documentation:** Algorithms used will be well-documented with validation protocols.
 - **Explainable AI (XAI):** Solutions will include features that explain how decisions are made, ensuring accountability.
-

i. Continuous Improvement

AI systems deployed by New Math Data will adapt and improve over time:

- **Reinforcement Learning:** Feedback from user interactions will continuously retrain and optimize AI models.

- **Model Monitoring:** Real-time monitoring tools will detect degradation in model accuracy and trigger re-training as needed.
 - **Version Control:** AI solutions will support versioning for easy rollback or updates.
-

j. Interoperability

High interoperability ensures integration with digital infrastructure:

- **Adherence to Open Standards:** Solutions will comply with standards like JSON, XML, and OpenAPI.
 - **Data Compatibility:** Our systems will support common data formats and enable seamless data exchange between platforms.
 - **Interoperability Testing:** Solutions will undergo extensive interoperability testing, ensuring smooth communication with third-party systems.
-

k. Quality Control

To ensure consistent performance, New Math Data will:

- **Implement Validation Checks:** Use automated testing frameworks to verify input-output accuracy.
 - **Benchmarking:** Benchmark system performance against predefined KPIs.
 - **Regular Audits:** Conduct scheduled audits to maintain high quality and operational standards.
-

Conclusion

New Math Data's AI solutions will address each technical requirement with a robust, scalable, and ethical approach. By focusing on security, interoperability, and continuous improvement, we ensure that public sector entities can achieve greater efficiency, transparency, and citizen engagement through AI-driven innovation.

Data Governance

a. Data Integrity and Accuracy

New Math Data will implement mechanisms to ensure the accuracy and integrity of data throughout its lifecycle:

- **Validation Protocols:** AI solutions will include input validation tools to prevent errors and maintain data consistency. Every data point will be checked against pre-defined rules to ensure compliance.

- **Error Detection and Correction:** Leveraging machine learning algorithms, real-time anomaly detection will identify errors and inconsistencies in datasets. Automatic correction mechanisms will fix minor errors or flag critical ones for manual review.
 - **Audit Logs:** Systems will maintain immutable audit logs to track all changes made to data, including updates, deletions, and user modifications. Logs will enable full traceability of errors and corrections.
-

b. Data Privacy and Compliance

New Math Data will adhere to global and regional data privacy laws, such as **GDPR**, **CCPA**, and **HIPAA**:

- **Data Anonymization and Pseudonymization:** Sensitive user information will be anonymized or pseudonymized wherever necessary to comply with privacy regulations.
 - **User Consent Management:** Systems will include consent management tools, ensuring user data is only collected and processed with explicit approval. Consent records will be logged securely.
 - **Data Usage Transparency:** Dashboards will allow stakeholders to monitor how data is collected, processed, and shared, maintaining transparency and compliance.
 - **Compliance Frameworks:** Solutions will incorporate predefined compliance standards and frameworks (NIST, ISO 27001) to ensure continuous adherence.
-

c. Data Access Controls

New Math Data will implement strict role-based access controls (RBAC) to limit access to sensitive data:

- **Role-Based Permissions:** Access to data will be determined based on user roles and responsibilities. Sensitive data will only be accessible to authorized personnel.
 - **Multi-Factor Authentication (MFA):** Solutions will require MFA to secure user logins, reducing the risk of unauthorized access.
 - **Granular Permissions:** Systems will allow fine-grained access control, such as restricting write permissions while allowing read access to specific datasets.
-

d. Data Retention and Disposal

New Math Data will enforce comprehensive data retention and disposal policies:

- **Retention Policies:** Retention schedules will define how long data will be stored, ensuring compliance with legal and regulatory requirements.
- **Secure Disposal Mechanisms:** Upon reaching the end of its lifecycle, data will be permanently deleted using secure, industry-standard techniques (e.g., DoD 5220.22-M for overwriting data).

- **Automation:** Data retention workflows will automate archival and deletion, minimizing manual errors.

e. Data Auditing and Monitoring

New Math Data will include robust auditing and monitoring capabilities to track data usage and changes:

- **Real-Time Monitoring:** AI-driven tools will continuously monitor data access and activity to detect anomalies and unauthorized behavior.
 - **Detailed Logs:** Systems will maintain tamper-proof logs of data usage, including timestamps, user details, and the nature of access or changes.
 - **Regular Audits:** Automated and scheduled audits will ensure compliance with security and governance frameworks, providing full transparency for stakeholders.
-

Cybersecurity

a. Threat Detection and Response

New Math Data will implement AI-driven cybersecurity tools to detect and mitigate threats in real-time:

- **Threat Intelligence Models:** Machine learning models will analyze network traffic, user behavior, and system logs to identify suspicious activities or breaches.
 - **Automated Incident Response:** Systems will include pre-configured playbooks to automate responses to detected breaches, including containment, isolation, and notification protocols.
 - **Identity Verification:** Solutions will feature robust identity verification mechanisms to prevent unauthorized access to systems, including biometric authentication and MFA.
 - **Incident Protocols:** Incident response plans will be regularly tested and updated to adapt to evolving security threats.
-

b. Encryption

New Math Data will ensure industry-standard encryption protocols for securing data:

- **End-to-End Encryption:** All data in transit and at rest will be encrypted using **AES-256** or equivalent encryption algorithms.
- **Key Management:** Encryption keys will be securely managed using tools like AWS Key Management Service (KMS) or Azure Key Vault.
- **Secure Communication Channels:** Solutions will utilize **TLS 1.3** to encrypt communications between servers, applications, and endpoints.

c. Vulnerability Management

New Math Data will continuously monitor for vulnerabilities and address them proactively:

- **Vulnerability Scanning:** Systems will undergo regular automated vulnerability scans to identify weaknesses in the infrastructure.
 - **Penetration Testing:** Comprehensive penetration testing will be performed periodically to evaluate system resilience against cyberattacks.
 - **Timely Patching:** An automated patch management system will ensure timely updates to address discovered vulnerabilities.
-

d. Security Governance Framework

New Math Data will establish a structured security governance framework to outline responsibilities and policies:

- **Security Policies:** Policies for data access, encryption, incident management, and risk mitigation will be clearly defined.
 - **Compliance Standards:** Solutions will align with **NIST, ISO 27001**, and other relevant standards to ensure best practices in security.
 - **Continuous Compliance Audits:** Regular audits will verify compliance with evolving security regulations and policies.
-

e. Risk Management

New Math Data will provide comprehensive risk assessment and mitigation strategies:

- **Risk Assessments:** AI-powered tools will identify, quantify, and prioritize risks associated with data, infrastructure, and processes.
 - **Mitigation Plans:** Tailored strategies will address identified risks, including implementing firewalls, AI-driven anomaly detection, and disaster recovery solutions.
 - **Disaster Recovery Plans (DRP):** DRPs will include failover capabilities, automated backups, and rapid restoration protocols to minimize downtime during incidents.
-

f. Training and Awareness

New Math Data will provide training programs to ensure staff are equipped to handle cybersecurity challenges:

- **Cybersecurity Training Workshops:** Interactive sessions will educate staff on best practices for protecting data and identifying phishing or malware threats.

- **Simulated Threat Drills:** Simulations will prepare staff for real-world incidents, such as ransomware attacks or phishing attempts.
 - **Ongoing Awareness Campaigns:** Regular updates and newsletters will keep staff informed about evolving threats and prevention techniques.
-

Conclusion

New Math Data will address the data governance and cybersecurity provisions outlined in Section 5.4 with a robust, multi-layered approach. By combining AI-driven tools, advanced encryption, risk mitigation strategies, and continuous training, New Math Data ensures that public sector entities have secure, compliant, and resilient solutions for managing their data and systems.

Project Management Approach

New Math Data's project management approach is rooted in a balance of structured methodologies and adaptable practices, ensuring projects are delivered with precision and flexibility. We leverage Atlassian's robust suite of tools, including **Jira** for agile task management and sprint planning, **Confluence** for centralized documentation and collaborative knowledge sharing, and **Trello** where lighter workflows are required. These tools enable us to establish clear timelines, prioritize deliverables, and provide stakeholders with transparent, real-time updates throughout the project lifecycle.

By integrating various customizable dashboards and automated workflows, we ensure efficiency in tracking progress, identifying bottlenecks, and proactively managing risks. Teams across New Math Data utilize these tools to align daily activities with long-term goals, facilitating seamless collaboration between technical teams, account managers, and stakeholders. Our adaptive approach means we can quickly adjust plans based on evolving project needs, ensuring every initiative is not only on track but also aligned with client expectations for innovation and excellence.

Performance Metrics

New Math Data (NMD) will utilize a structured approach to measure success and performance, employing well-defined Key Performance Indicators (KPIs) for each deliverable. This approach ensures transparency, accountability, and continuous improvement:

1. **Key Performance Indicators (KPIs):**

- **Accuracy:** Measured by precision and recall for AI outputs (e.g., predictive models and automated workflows).
 - **System Reliability:** Monitored through uptime metrics
 - **User Adoption:** Tracked via engagement metrics such as user interactions, feedback scores, and task completion rates.
 - **Efficiency:** Evaluated through reductions in processing times or manual workloads, benchmarked against pre-deployment baselines.
2. **Ensuring Accuracy and Reliability:**
- **Model Validation:** Routine validation against test datasets ensures performance consistency.
 - **Feedback Integration:** A continuous user feedback loop allows for iterative improvements to AI models.
 - **Automated Monitoring:** Real-time system health checks and anomaly detection maintain operational reliability.
3. **Continuous Improvement:**
- **Performance Dashboards:** Custom dashboards display KPIs, enabling stakeholders to monitor performance trends.
 - **Regular Reviews:** Quarterly performance reviews identify areas for enhancement.
 - **Model Updates:** Periodic re-training and fine-tuning of AI models ensure adaptability to evolving data patterns.
-

Risk Management

NMD proactively identifies and mitigates risks associated with AI solution development and deployment to ensure seamless project execution:

1. **Potential Risks:**
 - **Data Security Risks:** Unauthorized access to sensitive data.
 - **Model Bias:** Risk of unfair or inaccurate predictions due to biased training data.
 - **Integration Challenges:** Difficulty aligning with legacy systems.
 - **Budget Overruns:** Risks of cost escalation due to unforeseen complexities.
2. **Risk Mitigation Strategies:**
 - **Security Measures:** Implement robust encryption (AES-256), multi-factor authentication (MFA), and secure API gateways to protect data integrity.
 - **Bias Mitigation:** Incorporate fairness algorithms, conduct regular audits, and use diverse training datasets.
 - **Integration Testing:** Perform comprehensive compatibility tests with existing systems before deployment.
 - **Budget Controls:** Employ agile methodologies to manage scope creep, with milestone-based reviews to track progress and costs.
3. **Monitoring and Response:**

- **Real-Time Alerts:** Automated systems flag potential risks, enabling rapid response.
 - **Incident Response Plans:** Predefined protocols address breaches or failures effectively.
 - **Disaster Recovery:** Implement failover systems and regular backups to ensure business continuity.
-

Compliance and Standards

NMD is committed to adhering to all relevant regulations and standards to ensure data privacy, security, and legal compliance:

1. Data Privacy:

- **GDPR and HIPAA Compliance:** Data anonymization and pseudonymization are implemented alongside secure processing workflows.
- **Consent Management:** Systems collect and log explicit user consent, ensuring transparency in data usage.

2. Regulatory Standards:

- **Framework:** Solutions align with internationally recognized frameworks for cybersecurity and data governance.
- **Audit Logs:** Immutable logs track all system interactions, supporting accountability and compliance.

3. Ongoing Compliance Measures:

- **Training:** Staff receive regular training on evolving data privacy laws and cybersecurity protocols.
- **Monitoring and Reporting:** Automated tools continuously monitor compliance, and reports are shared with stakeholders for transparency.
- **Regular Audits:** Periodic compliance audits validate adherence to standards and identify areas for improvement.

Warranty and Guarantee

New Math Data's warranty statement:

The Parties acknowledge that an engagement may involve analysis, judgment and other performance from time to time in a context where the participation of the Parties or others is necessary, where answers often are not certain or verifiable in advance and where facts and available information change with time. New Math Data represents and warrants that: (a) any Deliverable will conform to any applicable Specifications; (b) the Services will be performed by appropriately qualified and trained Personnel; and (c) it has all rights necessary for (and is not subject to any restriction, penalty, agreement, commitment, law, rule, regulation or order which is violated by) its execution and delivery of an Agreement and performance of its obligations under an Agreement. The warranty extends for sixty (60) days after receipt of any Deliverable or Services pursuant to that SOW. Should any Deliverable or Services not comply with the foregoing warranty, Client will provide written notice of a breach of this warranty and New Math Data shall use commercially reasonable efforts to bring such Deliverable or Services into compliance. This remedy shall be the sole and exclusive remedy of the Client for any breach of the warranty set forth.

APPENDIX A.1**Pricing for TXShare Cooperative Purchase Program Participants****Service Category 1 – Artificial Intelligence (AI) Solutions for Public Sector Entities:**

Proposed Pricing			
Pricing Format Request			
Respondent Name: New Math Data			
Notes:	The following pricing includes a discount for each labor category, ranging from 5.0%-7.5%		
Artificial Intelligence (AI) Solutions			
Item	Description	Govt. Discount (%)	Notes
1	Principal Consultant	5.00%	
2	GenAI Practice Manager	5.00%	
3	Solutions Architect, Sr.	5.00%	
4	Solutions Architect, Mid	5.00%	
5	Data/ML Engineer, Sr.	5.50%	
6	Data/ML Engineer, Mid	6.50%	
7	Data/ML Engineer, Jr.	7.50%	
8	Project Manager, Sr.	5.50%	
9	Project Manager, Mid	6.50%	
10	Project Manager, Jr.	7.50%	
11	Infrastructure Engineer, Sr.	5.50%	
12	Infrastructure Engineer, Mi	6.50%	
13	Infrastructure Engineer, Jr.	7.50%	
14	Off-Shore Resources	7.50%	Off shore resources (Eastern Europe) are available for projects on an as needed basis. Resumes are presented to stakeholders prior to onboarding.
15	Near-Shore Resources	7.50%	Near shore resources (Canada, Latin America) are available for projects on an as needed basis. Resumes are presented to stakeholders prior to onboarding.

**New Math Data does not anticipate using
Licensing or Subscriptions**

**NMD operates on a time and materials - SOW
bases, for which hourly costs are presented.**

Percentage discounts for items represent the minimum discounts provided for each item within the category offered by the Contractor. Contractor and Participating Entity may mutually agree to a greater percentage discount for any item covered under this agreement. Refer to the price list for current rates.

Service Area Designation Forms

EXHIBIT 3: SERVICE DESIGNATION AREAS

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

(Exhibit 3 continued on next page)

(Exhibit 3 continued)

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

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

End of Exhibit 3

APPENDIX B

NCTCOG FEDERAL AND STATE OF TEXAS REQUIRED PROCUREMENT PROVISIONS

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

REQUIRED 2 CFR 200 CLAUSES

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

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

The following definitions apply to this statute:

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

10. Domestic Preference for Procurements

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

11. Trafficking in Persons

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

Check one of the following:

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

-OR-

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

Signature of Authorized Person

Bernard L. Hatch III

Name of Authorized Person

New Math Data, LLC

Name of Company

05/06/2025

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.

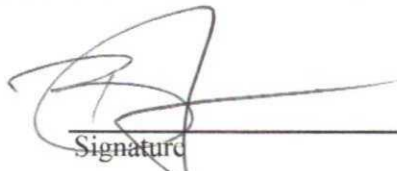
Subcontractors are also required to file with NCTCOG a disclosure form, set forth in Appendix B.2, if the subcontractor or its employees have made or have agreed to make any payment using nonappropriated funds (to include profits from any federal action), which would be prohibited if paid for with appropriated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

 Title *Managing Member*

 Agency *New Math Data, LLC*

 Date *05/06/2025*

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

Bernard L. Hatch III
 Name of Authorized Person

New Math Data, LLC
 Name of Company

05/06/2025
 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.

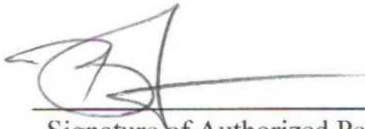
The entity identified below, through its authorized representative, hereby certifies that they have no practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and that they will not discriminate during the term of the contract against a firearm 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

Bernard L. Hatch III

Name of Authorized Person

New Math Data, LLC

Name of Company

05/06/2025

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

Bernard L. Hatch III

Name of Authorized Person

New Math Data, LLC

Name of Company

05/06/2025

Date

APPENDIX E DEBARMENT CERTIFICATION

Bernard L. Hatch III being duly
(Name of certifying official)
sworn or under penalty of perjury under the laws of the United States, certifies that neither

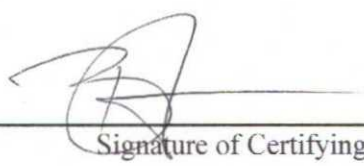
New Math Data, LLC, nor its principals
(Name of lower tier participant)
are presently:

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

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

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

EXCEPTIONS:



Signature of Certifying Official

Title Managing Member

Date of Certification

Form 1734
Rev.10-91 05/06/2025
TPFS