

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

innoSoul, Inc. ("Contractor")
3458 Lakeshore Drive
Tallahassee, FL 32312

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
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If to Contractor:

innoSoul, Inc.

Attn: Rashi Shamshabad

349 Kinderkamack Road

Westwood, NJ 07675

Phone: 518-400-0425

Email: bids@innosoul.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.

innoSoul, Inc.



Signature

Date

Rashi Shamshabad

Printed Name

President

Title

North Central Texas Council of Governments

Signed by:


Signature

Date

Michael Eastland
 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.

Artificial Intelligence presents transformative opportunities to enhance public services, optimize resource allocation, and improve decision-making processes. Our goal is to help the NCTCOG Members harness these capabilities to deliver services more efficiently while ensuring transparency, accountability, and alignment with community values. We bring a customer-centric approach and deep technical expertise to support NCTCOG Members in developing its AI strategy, assessing current capabilities, benchmarking against peer municipalities, and crafting a governance framework that safeguards against risks while enabling innovation.

innoSoul, Inc. has been at the forefront of technology solutions for over 20 years, specializing in supporting public sector clients in navigating complex technological landscapes. Our proven expertise in AI Analytical Services, strategic planning, governance frameworks, and capacity-building initiatives uniquely positions us to fulfill NCTCOG Members's requirements. We are confident that our structured and inclusive approach will enable NCTCOG Members to establish itself as a leader in responsible AI adoption.

Our AI solutions will meet the following criteria, including but not limited to:

- a. **Challenge-Specific Functionality:** The AI solutions must support the specific functionalities required by each entity.
- b. **Scalability:** Solutions should handle varying data volumes and interaction levels.
- c. **Integration:** Seamless integration with existing government systems (e.g., case management systems, HR management systems, library databases, public works management systems, parks and recreation management systems, development services systems, utility billing systems), including security frameworks such as Mobile Device Management (MDM), Identity and Access Management (IAM), Security Information and Event Management (SIEM), and other critical IT infrastructure, ensuring scalability and adaptability is required.
- d. **Real-Time Analytics:** The solutions must provide real-time analytics and reporting capabilities.
- e. **Data security and Privacy:** Ensure compliance with regulations (e.g., GDPR, HIPAA).
- f. **Natural Language Processing Capabilities:** The solutions should include advanced natural language processing (NLP) capabilities to understand and accurately respond to diverse inquiries.
- g. **Accuracy:** Demonstrate a high level of accuracy in processing data and generating responses. Respondents should provide information on how accuracy will be measured and maintained throughout the solution's lifecycle.
- h. **Algorithm Transparency:** We will describe the algorithms used in their AI solutions, including their approach to bias mitigation and how they ensure fair and ethical outcomes. A brief overview of how these algorithms are validated and tested for effectiveness should also be included.
- i. **Continuous Improvement:** Include mechanisms for continuous learning and improvement, allowing algorithms to adapt and enhance performance over time based on user interactions and feedback.
- j. **Interoperability:** Exhibit high interoperability to integrate effectively with existing digital infrastructure.

We will outline how their technology will interact with current systems, detailing adherence to open standards, API capabilities, data format compatibility, and scalability to accommodate future integration needs. Proposals should also include a plan for

interoperability testing and previous examples of successful implementations. Detailed testing protocols and validation procedures must be included.

- k. **Quality Control:** We will outline quality control measures and validation processes to ensure solutions meet performance expectations consistently.

We will address the following data security and cybersecurity provisions:

Data Governance Provisions:

- a. **Data Integrity and Accuracy:** Ensure mechanisms are in place to maintain the accuracy and integrity of data throughout its lifecycle. Implement validation checks and error correction protocols.
- b. **Data Privacy and Compliance:** Adhere to relevant data privacy laws and regulations (e.g., GDPR, CCPA).
Include provisions for data anonymization and pseudonymization where necessary. Ensure user consent is obtained and documented for data collection and processing.
- c. **Data Access Controls:** Define role-based access controls (RBAC) to restrict data access to authorized personnel only. Implement multi-factor authentication (MFA) for accessing sensitive data.
- d. **Data Retention and Disposal:** Specify data retention policies, including how long data will be stored and the methods for secure disposal of data once it is no longer needed.
- e. **Data Auditing and Monitoring:** Include regular auditing and monitoring of data usage and access. Implement logging mechanisms to track data access and modifications.

Cybersecurity Provisions:

- a. **Threat Detection and Response:** Implement AI-driven threat detection systems to identify and respond to potential security breaches in real-time. Integrate robust identity verification mechanisms to ensure secure access control and prevent unauthorized access, both internally and externally. Define incident response protocols, incorporating identity-related breach scenarios, and ensure they are regularly tested and updated to adapt to evolving security threats.
- b. **Encryption:** Ensure end-to-end encryption for data in transit and at rest. Use industry-standard encryption algorithms and key management practices (e.g., AES-256, AES-128, RSA-2048, SHA-256, SHA-512).
- c. **Vulnerability Management:** Conduct regular vulnerability assessments and penetration testing. Include provisions for timely patching and updating software to address security vulnerabilities.
- d. **Security Governance Framework:** Establish a governance framework that outlines security policies, procedures, and responsibilities. Ensure continuous compliance with security standards and best practices.
- e. **Risk Management:** Identify and assess potential risks associated with the AI solutions. Develop and implement risk mitigation strategies to address identified risks, including establishing a disaster recovery plan (DRP) and conducting root-cause analysis of incidents (RCA).

- f. **Training and Awareness:** Provide regular cybersecurity training and awareness programs for government staff. Ensure staff are knowledgeable about security best practices and protocols.

PROPOSED VALUE-ADD

We provide additional value-added services that go beyond the core requirements outlined in this RFP. These include unique capabilities, emerging technologies, and creative approaches that provide significant benefits to member entities. Our enhancements will contribute to operational efficiency, cost savings, and improved service delivery. Our features will set us apart from standard offerings.

VALUE-ADDED SERVICES:

1. **Comprehensive AI Analytical Services:** A detailed evaluation of NCTCOG Members's current technical, policy, and skills capabilities.
2. **Visionary Strategic Planning:** Development of a clear vision and guiding principles aligned with NCTCOG Members's mission and goals.
3. **Robust Governance Framework:** Best practices for AI use, risk assessment, and procurement guidance to ensure responsible AI deployment.
4. **Stakeholder Engagement and Capacity Building:** Inclusive engagement with the community, employees, and external experts, combined with tailored training plans to empower staff.

We are committed to delivering exceptional results within the proposed timeline and look forward to collaborating with NCTCOG Members to ensure the success of this initiative. Thank you for considering innoSoul, Inc. We are confident that our expertise and tailored solutions will exceed your expectations.

Sample Solution Proposal

Our *Four-Part* Methodology for Collaborating with NCTCOG Members and Key Stakeholders is outlined below:

1. Stakeholder Collaboration:

We will conduct introductory workshops to onboard stakeholders, including NCTCOG Members officials, community leaders, department heads, and front-line staff. These workshops will establish the project's framework, clarify expectations, and define success metrics for AI implementation. Then, we will develop targeted surveys to assess the needs, challenges, and existing knowledge of AI among stakeholders. This will ensure a comprehensive understanding of their requirements.

We plan to schedule one-on-one interviews with key NCTCOG Members officials, department heads, and IT personnel to gain deeper insights into technical, procedural, and organizational challenges. We also plan to utilize an AI Readiness Feedback Loop to provide stakeholders with interim findings and solicit feedback. This will ensure continuous alignment with NCTCOG Members objectives.

2. Data-Driven Benchmarking and Analysis:

We will conduct a thorough AI capability audit of NCTCOG Members's infrastructure, skills, governance, and data maturity. Compare findings to benchmarks established in

comparable agencies, to contextualize opportunities. We will Examine our case studies of AI utilization in public services, focusing on successes in areas such as traffic management, citizen engagement, and resource allocation.

3. Iterative Engagement and Refinement (AI Analytical Services):

We will **implement AI Analytical Services** for NCTCOG Members and hold biweekly workshops to present project progress, refine strategies, and incorporate stakeholder feedback. We plan on maintaining a comprehensive living document for deliverables to ensure that evolving insights are documented and reflected in the project output.

4. Capacity Building and Knowledge Transfer:

To ensure long-term sustainability, we will design and deliver tailored training programs for NCTCOG Members employees and stakeholders, focusing on building technical proficiency, AI literacy, and strategic implementation skills. These programs will include hands-on training sessions, interactive simulations, and knowledge-sharing forums to foster a culture of innovation and continuous learning. By embedding AI expertise within NCTCOG Members, we aim to empower stakeholders to independently manage and evolve AI solutions post-implementation.

This Four-Part Methodology outlines a structured, inclusive, and iterative path toward integrating AI into NCTCOG Members's operations and implement **AI Analytical Services**. By fostering open communication, leveraging data-driven analysis, and equipping stakeholders with the necessary skills, our approach ensures alignment with NCTCOG Members objectives and sustainable implementation. With a commitment to stakeholder engagement and transparency, we aim to deliver **AI Analytical Services** that enhances public services, addresses challenges, and empowers NCTCOG Members to innovate for years to come.



Machine Learning Framework: We plan to utilize PyTorch (or TensorFlow, if preferred by NCTCOG Members IT environment) for model development. The chosen framework will support advanced text analytics and deep learning capabilities crucial for narrative interpretation.

Visualization Tools: We will develop a web-based dashboard powered by frameworks such as React/Node.js for the frontend, integrated with Power BI or Tableau (if licensing allows) for enhanced visualization. The final tool selection depends on NCTCOG Members's existing ecosystem and preferences.

Data Normalization Techniques:

Tokenization & Lemmatization: For free-form text fields to handle morphological variations.
Standardized Field Formats: Using consistent date/time formats (e.g., ISO 8601), address schemas, and naming conventions.

Scaling & Encoding: Where applicable, numeric or categorical variables will be normalized (e.g., min-max scaling or standard scaling) for consistent model input.
Accuracy Reports:

Our *Three-Part* Proposed Communication Plan

1. Clear Communication Channels.

We will utilize dedicated communication platforms, such as Microsoft Teams or Slack, for real-time updates and document sharing. We will appoint a single point of contact (Project Manager) to address inquiries and facilitate seamless communication between InnoSoul, Inc. and NCTCOG Members.

2. Regular Meetings and Updates:

Weekly Updates:

Compose concise email summaries of key activities, milestones achieved, and potential risks. Communicate any changes to project scope or deliverables and suggest strategies to mitigate risks.

Biweekly Meetings:

Facilitate progress meetings with key stakeholders to present findings, address concerns, and substantiate decisions.

3. Reporting and Community Engagement

For reporting purposes, we plan on submitting monthly comprehensive reports detailing activities, risks, findings, and next steps. Apart from that, we will also provide a dashboard-style set of updates for senior leadership, summarizing progress at a glance for a quick overview. For community engagement purposes, we plan to organize public-facing webinars and Q&A sessions to inform and engage NCTCOG Members’s community about the project’s progress, goals, and responsible AI use principles.

Contractor Staff, Roles & Responsibilities

Key Personnel are show below in the table.
Project Manager, a Data Manager, and a Quality Assurance Resource are our Key Personnel

1.

Name	Role	Qualifications
Rashi Shamshabad	Project Manager	BS. in Finance 20+ years in public sector
Akshaj Tyagi	Developer	BS in Physics, Statistics, Computer Science Paul Robeson Scholar in AI
Sidharth Shamshabad	Developer	M.S. in Computer Science, 10+ years in AI
Johnny Vishnievskiy	Developer	J.D., 8+ years in governance and compliance

a. Resumes of Key Personnel assigned to Project

Sidharth (Sid) Shamshabad, CEH/CHFI

EDUCATION & CERTIFICATIONS

Stony Brook University — Undergraduate – Computer Science

Georgia Tech University – Masters – AI/ML

Key Courses:

Introduction to Object-Oriented Programming, Data Structures, System Fundamentals I & II, Natural Language Processing, Artificial Intelligence, and more.

Certifications :

- Certified Ethical Hacker (CEH)
- Computer Hacking Forensics Investigator (CHFI)

Key Points:

- **Project Type:** Full stack web application.
- **Technical Stack:** React, MongoDB, Express, Node, GraphQL, Material-UI, SASS, Wolfietools API, bcrypt, Google Auth.
- **Project Functionality:** Todo list management, custom application creation, Spotify player with user authentication.
- **Technical Skills:** Proficient in programming languages (C, Java, Python, OCaml, JavaScript, HTML, CSS, React, Redux, Firebase, Webpack, SASS, Node.js, Express), databases (SQL, MongoDB), and tools (Splunk Enterprise, Slack Bot Integration).
- **Work Experience:** CSIRT Intern at Salesforce (May 2022 – August 2022), handling internal incidents, developing training programs, and reducing onboarding time.
- **Other Experience:** Campus Residences RCC Consultant at Stony Brook University (August 2021 - March 2022), managing campus printers and ensuring student access.
- **Printer Room Management:** Orchestrated operations for multiple print rooms, ensuring optimal printer performance and implementing sanitization protocols.
- **Technical Support:** Provided technical support and troubleshooting assistance to students, contributing to a seamless printing experience.
- **Security Internship at Salesforce:** Worked with the Computer Security Incident Response Team (CSIRT), focusing on incident handling, developing applications, and coordinating information from various teams.
- **Technical Support Role:** Responsible for maintaining campus printers, fixing staff computers, and collaborating with other departments to resolve technical issues.
- **Student Technician Projects:** Developed the SBU Transit app and installed Scalas around campus to improve campus life.
- **Cybersecurity Internship:** Implemented a cybersecurity testbed, conducted threat and attack analysis, and developed defense techniques to minimize vulnerabilities.

Rashi Shamshabad, President**Experience Summary:**

Ms. Rashi offers **over 20 years** of experience in the computer industry including 13 years in the specialized areas of Human Resources Development and Marketing. She is an experienced Manager and people person to implement Business Solutions. She is known as a leader around many facets of Business Circles. From a strong family business background and working as a Marketing Executive for various companies at the early stage of her career, Rashi was exposed to and began providing solutions with a confidence.

Focus:

Ms. Rashi provides real life experience in providing Business Solutions to add value to her clients. She focuses on reducing developmental cost through efficient outsourcing. Her soft skills are keys in her efforts to reproduce herself within client's resources pool. For years she has led projects through the full life cycle and support perspectives. Ms. Rashi is the President who works to enable clients to become self sufficient in the use of technology solutions.

Industry Knowledge:

As a Business Specialist, Ms. Rashi's skills allowed her to travel across Industries and countries that include India, Singapore, China, Europe, Malaysia and the United States. During her experience in Singapore, she has participated in various business meets.

Technical Expertise:

Ms. Rashi has led many initiatives that involve a variety of outsourcing projects. Among the many such projects, Ms. Rashi has hands on experience in dealing with partners and negotiating effectively. She is a well known negotiator when it comes to finalizing deals. She is also very proficient at using business productivity applications like Microsoft Office and internet tools that include social networking sites.

Recognition:

Services provided by Ms. Rashi have consistently met and exceeded the expectations of her clients. She has received numerous recognition and appreciations for outstanding performance in the IT and outsourcing field.

Leadership:

Ms. Rashi has performed in leadership roles for more than 10 years. In addition to leading multiple teams of technical professionals, she has been a leader in the application of soft skills and in managing the organizational changes necessary to get results. Currently, she leads inoSoul, Inc. at the difficult economic conditions prevailed all over the world. She also involves with local social and technical groups in a leadership role.

Skills**Management Skills and Qualities:**

- Strong project management and team leadership abilities.
- Focused on client, team, and overall business success.
- Solid track record of goal-focused and value-add solutions.
- Excellent decision-making, problem analysis, and presentation skills.
- Outstanding multi-tasking ability, combining client and project tasks, managerial activities and business development efforts.
- Exceptional communication and relationship building skills.

Miscellaneous:

- Microsoft Office / Microsoft Project / Lotus Notes/QuickPlace

Professional Experience**innoSoul, Inc.****President****July 2003 to Current**

- Designed various business plans; Partnered with NY state and IBM
- Developed outsourcing partners abroad; Recommended clients on best business practices
- Managed cash flows and financial stability of the company

- Ms. Rashi's tenure at innoSoul, Inc. consisted of developing business, establishing new partners, diversifying business in various industries, technologies and demographics.
- Supply a proposed strategy of an organizational structure to implement organization requirements; Provide HR leadership to the organization
- Translate business needs into HR requirements and work to ensure all needs are fulfilled
- Act as a liaison between technical business leaders and software vendors (specifically IBM).
- Serve as a key contributor in ensuring and creating strategy execution as it relates to the orchestration of multiple projects and deliverables.
- Provide expertise in determining the strategic business direction and goals
- Organize and conduct meetings and conference calls with teams that include senior leaders, business partners and vendors.
- Mentor and provide assistance, educational support and resource references to associates.
- Developing applicable training materials for associates.

G4 Technologies, Inc., Burlington MA**July 2002 to July 2003****HR Executive**

- Provide insight regarding strategic direction, planning and development (as well as the coordination and implementation) of the Human Resource Development plans
- Provide recommendations to senior management regarding the Agency's long-range HR strategy including cost/benefit analysis and sizing of new teams.
- Maintain a close working relationship with senior leaders to understand organizational goals and Business Requirements.
- Conduct technical and personal interviews of staffing resources for various teams. Prepared specific questionnaires for conducting technical interviews.

G4 Technologies, Pte Ltd., Singapore/Malaysia**July 2001 to July 2002****Marketing Executive**

- Designed solutions maintaining existing Business Plans using creative marketing techniques
- Identify and document various marketing solutions for department needs
- Mitigate lost customer down-time through the deployment of solutions based on proven best business practices
- Ensure availability of Marketing team to meet various organizational needs
- Manage and schedule team meetings
- Used Microsoft Office suite for documenting and monitoring the progress in addition to communicating with the team and management

Various Companies, Hyderabad/Mumbai India September 1999 to July 2001**Marketing Executive**

- Provided marketing support for various organizations
- Involved in customer calls
- Managed marketing teams and encouraged productivity improvements in teams
- Conducted surveys and in-house brain-storming sessions to come out with new ideas
- Involved in implementing plans to enhance customer satisfaction levels

Education

- Bachelor of Science (BS) in Commerce and Computers from Osmania University, Hyderabad
- Certification course in Microsoft Technologies from Aptech, Hyderabad, India

Relevant Training:

- Various Human Resources and Marketing training sessions
- Various conferences and seminars in HR and Marketing

AKSHAJ TYAGI (AK)

New York Metropolitan Area • (973)-307-7381 • Email: at1071@scarletmail.rutgers.edu • LinkedIn: [Ak](#)

SUMMARY:

- Technically proficient recent graduate with expertise in AI, Machine Learning, and Statistics.
- Adaptable, fast at learning new skills, and looking to solve complex problems.

EDUCATION:

Bachelor of Science, Rutgers University (NB), GPA: 3.4

Sep'19 – Aug'23

3 Majors + 1 Minor: Computer Science (BS), Statistics (BA), Physics (BA) || Philosophy (minor)

Languages: Python, C++, Java.

WORK EXPERIENCE:

Deloitte:

Sep'23 – NOW

Solutions Engineer, GPS consulting, Traditional model.

- **ARIES**: - Functional analyst in the maintenance and operations (M&O) team for Arkansas's integrated eligibility system.
- Built an AI for the M&O team that could write emails, fix code errors, and provide answers with citations.
- AI bot Link (free of project data, citing medical research instead): citegpt.vercel.app.

Chat Audio:

Jun'23 – Sep'23

Co-founder & CEO, AI music making startup.

- Developed a state-of-the-art ML model that composes original music clips language prompts (python).
- Built a separate model that remixed existing songs based on user preferences (python).
- Product link: chataudio.com (website made in JavaScript, inference no longer functional due to high costs).

Johnson and Johnson:

May'22 – Aug'22

Data Scientist (Co-op), Global Healthcare Company with \$450B Market Cap.

- Led an end-to-end project to classify unlabeled supplier carbon emissions data into desired categories.
- Used Principal Component Analysis (PCA) to reduce data dimensionality from 90 to 26 and variation from 388 to 6.
- Iterated multiple unsupervised learning algorithms such as *K-means Clustering*, *Scan-Loss Nearest neighbor* and *Clustered Decision Trees* to determine the optimal classifier to categorize supplier data (Python).
- Built a dynamic data visualization tool to depict the final model's classification results (Python + Tableau).

Rutgers University (NB):

Jan'22 – May'22

Instructor, Physics Courses: #203 + #204.

- Lectured college students on physics concepts such as: Electromagnetism, Wave-Particle Duality, Special Relativity.
- Managed two classes of 12 students by answering questions, helping with HW problems, and conducting quizzes.

Mentor, Women in Computer Science (WiCS).

- Conducted weekly one-on-one meetings (3 students) and group discussions (15 students) to guide mentees.
- Advised students on course selection, career planning, and effective study methods to manage CS workload.

College Circle:

Aug'20 – Dec'20

Co-Founder & CEO, Social media startup to improve college social life during COVID-19.

- Created a web-app that allowed users to post, comment, and share with fellow college students. (MERN stack)
- Learned many aspects of running a startup such as idea generation, product iteration and user feedback.

Estee Capital:

Aug'20 – Dec'20

Intern, Quant trading firm with \$50M+ assets under management.

- Created a new portfolio report for their global arbitrage fund that the company still uses.

RESEARCH IN AI / MACHINE LEARNING:

Understanding the Zero-Shot Capabilities of LLMs:

May'22 – May'23

Machine Learning Research under Prof. Karl Stratos and advisor Prof. Sesh Venugopal

- Deployed experiments on clusters of GPUs, performing data analysis on the datasets used in the training and testing.
- Engaged in prompt engineering and discovered new zero-shot tasks for major LLMs like ChatGPT, Llama-2, T0.
- Wrote a 50-page thesis, with co-author Alex Rashduni on the results of our yearlong research in LLMs.
- Reviewed and synthesized academic research on co-training, autoregressive transformers, and zero-shot learning.

Solar Energy Forecasting using Machine Learning:

Oct'22 – Feb'23

Machine Learning Researcher under Prof. Ahmed Aziz Ezzat.

- Designed and implemented ML models to forecast short-term solar energy using sky images (python).

ACHIEVEMENTS:

Paul Robeson Scholar: Awarded the title of Paul Robeson Scholar for my research in Large Language Models (LLMs).

REU Fellow: Designated as an REU fellow by the Nation Science Foundation (NSF) for my research in ML solar energy.

Music: Independently produced 15+ original songs from scratch using digital instruments (drums, keys, bass).

Aerospace: Selected by NASA sponsored program to send an experiment into space (hydrogel diffusion in microgravity)

b. Project Planning and Approach

This explains how we will approach this work and describe the major activities, milestones, and deliverables required. Knowledge transfer to employees will occur continuously through formal and informal training/mentoring/presentations. Governance is defined as: “The leadership and organizational structures and processes that ensure that the organization's IT sustains and extends the organization's strategies and objectives” (ISACA). We believe in structured governance will lead in achieving the stated goal. We will embark on reviewing the current status and understanding the requirements as a first step. In doing so, we will be employing CoBIT Process Maturity Model and recognize the organization requirements standing.



Preliminary Work Plan

Below is our preliminary plan for implementing a typical AI Services project over an estimated six-month period. This plan includes key tasks, estimated hours, major milestones, and quality assurance checkpoints. Upon contract award, we will refine the plan in collaboration with NCTCOG Members to ensure alignment with project goals and timelines.

Phase	Key Tasks	Estimated Hours	Duration	Major Milestones	Quality Assurance Checkpoints
Phase 1: Project Initiation & Planning	<div><div>- Finalize project scope and objectives</div><div>- Conduct kickoff meeting with NCTCOG Members</div><div>- Confirm data access and security protocols</div><div>- Identify and confirm Key Personnel</div></div>	160	2 weeks	<div><div>1. Executed contract and project charter</div><div>2. Approved project plan</div></div>	<div><div>- Formal approval of project plan</div><div>- Confirm data security protocols</div><div>- Stakeholder sign-off on scope</div></div>

Phase 2: Data Assessment & Preparation	<ul style="list-style-type: none"> - Extract, load, and validate data- Perform data quality assessment- Cleanse data and address missing values- Implement data normalization procedures 	240	4 weeks	<ol style="list-style-type: none"> 1. Complete data inventory 2. Data preparation completion 	<ul style="list-style-type: none"> - Data profiling and validation report - Approval from NCTCOG Members data owner on data readiness
Phase 3: Model Development & Tuning	<ul style="list-style-type: none"> - Develop initial predictive model for abuse flagging- Incorporate “fuzzy matching” algorithms- Conduct iterative tuning based on feedback- Document model 	300	6 weeks	<ol style="list-style-type: none"> 1. Prototype AI model 2. Intermediate accuracy report (initial metrics) 	<ul style="list-style-type: none"> - Biweekly model evaluation - Accuracy metrics (precision, recall, F1-score) - Internal QA sign-off before pilot deployment
Phase 4: Pilot Testing & Validation	<ul style="list-style-type: none"> - Deploy pilot system in test environment - Validate results with historical cases - Generate interim Accuracy Report - Collect stakeholder feedback 	200	4 weeks	<ol style="list-style-type: none"> 1. Pilot system release 2. Pilot user acceptance 3. Second Accuracy Report 	<ul style="list-style-type: none"> - User acceptance testing (UAT) feedback- Performance reviews vs. baseline- Approval of pilot by NCTCOG Members steering committee
Phase 5: Production Deployment & Training	<ul style="list-style-type: none"> - Deploy final solution to NCTCOG Members environment - Provide system training and user documentation - Establish user support procedures- Generate final Accuracy Report 	240	4 weeks	<ol style="list-style-type: none"> 1. Production go-live 2. Completion of staff training 	<ul style="list-style-type: none"> - User training attendance and feedback- Final acceptance testing- Sign-off from NCTCOG Members on go-live readiness

Phase 6: Monitoring & Final System Acceptance	<ul style="list-style-type: none"> - Monitor system performance and model drift - Conduct final performance review - Obtain final acceptance from NCTCOG Members - Transition project to maintenance/support 	160	2 weeks	<ol style="list-style-type: none"> 1. Final system acceptance 2. Project closure and handover 	<ul style="list-style-type: none"> - Final Accuracy Report- Post-deployment review- Closure report and sign-off
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Total Estimated Project Duration: ~6 Months

Implementation Approach and Schedule

Project Initiation (Weeks 1–2)

- Conduct a formal kickoff meeting with NCTCOG Members stakeholders.
- Align on project objectives, governance structure, communication cadence, and success metrics.
- Establish secure channels for data transfer and define the role of each Key Personnel member.

Data Assessment & Preparation (Weeks 3–6)

- Collaborate with NCTCOG Members to extract relevant datasets from MACWIS (and/or Pathways).
- Perform data quality checks, cleaning, normalization, and transformation.
- Document the data pipeline and catalog any data limitations.

Model Development & Tuning (Weeks 7–12)

- Build the initial AI models to identify potential abuse.
- Incorporate “fuzzy matching” to handle variations in names, misspellings, and inconsistent data entries.
- Conduct iterative tuning based on performance metrics (precision, recall, F1-score).
- Document model architecture, hyperparameter settings, and planned improvements.

Pilot Testing & Validation (Weeks 13–16)

- Deploy the pilot system in a test environment for real-time or batch-level analysis.
- Evaluate model outputs against known abuse cases, collecting feedback from case workers and domain experts.
- Measure performance using interim Accuracy Reports, adjusting features or algorithms as needed.

Production Deployment & Training (Weeks 17–20)

- Migrate the validated model and dashboards to the NCTCOG Members production environment.
- Train end users (e.g., case workers, supervisors) on the platform's search, filtering, and reporting features.
- Provide best practices for interpreting model results and ensuring data integrity.

Final Acceptance (Weeks 21–22)

- Monitor model predictions in the live environment, ensuring minimal drift or performance degradation.
- Perform any final adjustments, produce the Final Accuracy Report, and obtain final acceptance.
- Transition the solution to a maintenance/support phase, documenting operational procedures.

c. Project Management

innoSoul has proven service delivery model in place where the staff follows predefined processes in delivering results to customers. The process is well documented and the staff is trained to follow the instructions to achieve best results. The system helps in delivering quality resources to the customer. There may be situations where client terminates a resource or resource has to leave the project before completion.

innoSoul keeps a database of quality resources and it has been enhanced year after year. In an adverse situation where the candidate fail to perform per the customer's expectations are need to leave for reasons out of organization's control, the candidate is replaced with no disruption in service. Our database of quality candidates comes in handy in a quick replacement in adverse situations. Interacting with our client we provide replacement consultant ahead of time so that the replacing consultant can have knowledge transfer from the consultant whom he is replacing, we make sure that both the consultants have at least 15 days of time, wherein both of them work simultaneously and complete the knowledge transfer.

Risks and their mitigation

Inadequate Specifications/requirements: Most of the times the customer fails to specify its requirements and, as a result of this, the project fails to meet actual requirements. The customer could either over-specify its requirements (which could result in the supplier failing to provide an

innovative solution), or under-specify them (which could lead to project delays, disputes and additional expenses being incurred).

Possible Mitigation: innoSoul has more than 13 years' experience with various state governments in the country. We recently completed a project for Minnesota State Department of Human Services that includes similar scope of work as mentioned in the reference section. As an IBM partner, innoSoul specializes in SOA technologies with singe focus on IBM WebSphere family products and their integration with other leading software products and tools. Our experience with the tooling along with exposure to government clients (NY/NC/SC/MN/WA) will help us manage risks associated with the project. Our technological expertise combined with industry knowledge (specifically Healthcare and Health Information Exchange) will help manage risks associated with such projects. Nothing can replace experience and innoSoul consultants bring that required experience and expertise to the table to complete the project on time, within budget and with quality output.

We will ensure that there is an ongoing flow of relevant information between the customer and supplier, which enables the supplier to put forward a suitable solution to the customer. The customer conducts an internal or external peer review of its technical requirements, to ensure that these are appropriate. Following above steps, both parties ensure that the contract fully and accurately reflects their understanding of the specifications for all deliverables.

Service Delivery

innoSoul has proven service delivery model in place where the staff follows predefined processes in delivering results to customers. The process is well documented and the staff is trained to follow the instructions to achieve best results. The system helps in delivering quality resources to the customer.

Quality Assurance

The candidate selection process is streamlined over a period of 8 years and candidates are reviewed for their past performance. In addition, candidates are verified for their past work performed by background checks. This ensures quality resources are sourced every time.

Problem Management

innoSoul believes in continuous monitoring of resources working on client assignment through periodic interventions. The process looks for any issues or scope for issues and tries to address them immediately through counseling. Our staff is experienced in identifying and resolving any issues.

Corrective Actions

innoSoul keeps a database of quality resources and it has been enhanced year after year. In an adverse situation where the candidate fail to perform per the customer's expectations are need to leave for reasons out of organization's control, the candidate is replaced with no disruption in service. Our database of quality candidates comes in handy in a quick replacement in adverse situations

Customer Interaction

innoSoul's interaction with the customer is limited to what is agreed upon in the contract. Our preferred mode of communication is either emails or phone calls. We make sure that the staff that is authorized to discuss on any issue is only contacted with required information. Wherever required, we participate in dialogue and/or training required to enhance our delivery and customer satisfaction.

Status Reporting

innoSoul believes in continuous improvement of our service levels and customer satisfaction. It is not possible to improve something that is not measured. We believe in maintaining all required status reports on our work with each customer and review them periodically. It helps in understanding the level of service we are providing to our customers and at the same time helps improve our performance.

Training Plan

During the implementation of our client projects, our IT employees are sent for new training. Both our employees are reimbursed in full for any successful professional certifications that they take. Our senior employees are reimbursed in kind for mentoring our junior employees/ sub-contractor consultants.

innoSoul also provides incentives like profit sharing, bonus, training/certification reimbursement etc. that makes our people to stay with us longer.

Confidentiality

innoSoul has a written policy for confidentiality, information security, non-discrimination, code of conduct, code of ethics, employee safety, etc. Our recruiting staff working in-house and technical staff deployed on client sites are required to review and sign such documents that protect client confidential information. We also maintain high level of insurance coverage for unforeseen events that will safeguard us and our clients. We conduct periodic sessions and/or communicate about our policies and policy changes that influence client confidentiality. In more than a decade of service to various government agencies we did not have a single incident of breach of confidentiality.

Key Points of how we will safeguard CUSTOMER data.

Encryption and Access Control:

All data at rest and in transit will be secured using AES-256 encryption and SSL/TLS protocols. Access is governed by role-based permissions.

Compliance with NIST Standards:

We will follow NIST 800-53 guidelines, implementing controls such as audit logging, continuous monitoring, and vulnerability assessment.

Secure Development Lifecycle:

We incorporate security checks (static code analysis, penetration testing) throughout the development cycle.

Data Confidentiality Agreements:

All personnel handling NCTCOG Members data will sign NDAs and pass background checks.

Data Retention & Disposal:

After project completion, data will be either returned to NCTCOG Members or destroyed according to state and federal regulations, unless otherwise requested.

Data Availability:

We assume NCTCOG Members will provide timely access to relevant datasets. Delays in data provision may push back subsequent project milestones.

Infrastructure Readiness:

We assume NCTCOG Members will provide the necessary environment (on-premises or cloud) for hosting the pilot and production deployments.

Stakeholder Availability:

We assume NCTCOG Members staff and subject matter experts will be available for scheduled reviews, workshops, and user acceptance testing.

Scope Changes:

Changes beyond the original scope (e.g., additional data sources, deeper integrations) will follow the standard change order process and may impact cost or schedule.

Potential Risks and Mitigation Strategies

Risk	Likelihood	Impact	Mitigation Strategy
Data Quality Issues	Medium	High	<ul style="list-style-type: none"> - Conduct thorough data profiling. - Implement data cleaning and normalization processes. - Collaborate with NCTCOG Members on data fixes.
Integration Challenges	Medium	High	<ul style="list-style-type: none"> - Work closely with NCTCOG Members's IT team to ensure compatibility with MACWIS/Pathways. - Develop robust APIs and data pipelines. - Allow buffer in schedule for testing.

Organizational Resistance to AI	Low	Medium	<ul style="list-style-type: none"> - Provide stakeholder and user training early in the project. - Offer clear documentation on AI explainability and ethics.
Resource Availability/Turnover	Low	Medium	<ul style="list-style-type: none"> - Maintain a flexible staffing model and cross-train team members. - Document project progress in real time to ease transitions.
Security or Privacy Breach	Low	High	<ul style="list-style-type: none"> - Enforce strict access controls and encryption. - Comply with NIST 800-53 standards. - Conduct recurring security audits and vulnerability scans.
Overruns in Cost or Time	Medium	Medium	<ul style="list-style-type: none"> - Maintain a comprehensive project management plan with regular status reporting. - Use agile iterations to monitor scope changes and budget utilization.

Other Requirements

Data Security and Compliance

NIST Compliance:

We will align our security practices with NIST standards. All data transfers are encrypted, and only authorized personnel may access the environment.

Restricted Access: Role-based access controls, multi-factor authentication, and continuous monitoring will be enforced throughout the project.

Sorting & Searching:

Users will be able to sort and filter results by multiple fields, as well as perform free-text searches in narrative data.

Reporting

Frequency: An Accuracy Report will be generated at each major project milestone: after the initial model build (Phase 3), after pilot testing (Phase 4), and again at final tuning (Phase 5/6).

Metrics:

We will include precision, recall, F1-score, confusion matrices, and false-positive/negative analyses.

Final Report:

A comprehensive accuracy and fail-rate report will be delivered upon project close, incorporating any final tuning outcomes.

Printable/PDF Format:

A reporting module will generate on-demand PDF or print-friendly reports for distribution or archival purposes.

APPENDIX A.1
Pricing for TXShare Cooperative Purchase Program Participants

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

Category 1 - AI Solutions				
<p>Notes:</p> <p>1. This pricing sheet is an EXAMPLE of how pricing should be submitted for RFP 2025-018.</p> <p>2. Please provide unit pricing for each proposed item, including a percentage discount offering, if any.</p> <p>3. Use as many lines as necessary.</p> <p>4. Detail any additional information.</p>				
Description	Add additional description if necessary:	Unit Price	% Discount	Notes/Comments
1. Software Licensing and Subscription Costs (Monthly subscription charges per user for): <i>Provide the cost breakdown for software licenses, subscriptions, or any other software-related fees.</i>				Any AI product developed per customer requirements will be offered as a Software As A Service (any COTS will be at the actual cost)
	Advanced Agent	\$99		
	Basic Chatbot	\$25		
	Advanced Chatbot	\$50		
	Basic Agent	\$75		
2. Implementation and Customization Costs: <i>Outline the costs related to the implementation of the AI solution, including setup, integration with existing systems, customization, and deployment.</i>				The hourly rate is valid for all levels/expertise services
	Fixed hourly rate for all resources	\$149		
3. Training and Support Costs: <i>Include costs for training government staff, technical support, and customer service, both during and after implementation.</i>				Any training provided will be charged at a fixed price (the discount will increase with the number of users.
	Fixed daily rate for all trainings per user	\$999		
4. Ongoing Maintenance and Updates: <i>Provide costs for ongoing software maintenance, updates, and any regular services required to keep the AI system running smoothly.</i>				The hourly rate is valid for all levels/expertise services
	Fixed hourly rate for all resources	\$99		
5. Optional Add-Ons or Features: <i>List any additional features or services available that are not included in the core proposal but can be added at an additional cost.</i>				The hourly rate is valid for all levels/expertise services for any other service that is not listed
	Fixed hourly rate for all resources	\$149		
6. Total Cost of Ownership (TCO): <i>Summarize the Total Cost of Ownership (TCO), which includes all costs over a defined period (e.g., 3 years or 5 years). This should reflect software, implementation, support, maintenance, and optional add-ons.</i>				TOC
	Annual cost of providing AI services	\$199,000		
7. Additional Costs (if applicable): <i>List any additional costs not covered in the above sections that are relevant to the proposal, such as travel costs, setup fees, or other miscellaneous charges.</i>				The hourly rate is valid for all levels/expertise services for any other service that is not listed
	Fixed hourly rate for all resources	\$149		

Service Category 2 – Other Ancillary Goods or Services:

- Machine Learning Services
- Training Services
- Custom Development (chatbot etc.)

Category 2 - Ancillary Goods and/or Services			
Describe Below:		% Discount	Notes/Comments
Maching Learning Services	Fixed hourly rate for all resources	\$199	The hourly rate is valid for all levels/expertise

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

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

End of Exhibit 3

APPENDIX B

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

REQUIRED 2 CFR 200 CLAUSES

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

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

The following definitions apply to this statute:

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

10. Domestic Preference for Procurements

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

11. Trafficking in Persons

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

Check one of the following:

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

-OR-

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



Signature of Authorized Person

Rashi Shamshabad

Name of Authorized Person

innoSoul ,Inc.

Name of Company

05/01/2025

Date

APPENDIX C

RESTRICTIONS ON LOBBYING

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

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

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

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

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

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

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

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



Signature

President
Title

innoSoul, Inc.
Agency

05/01/2025
Date

APPENDIX D
PROHIBITED TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR
EQUIPMENT CERTIFICATION

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

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

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

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

Check one of the following:

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

-OR-

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

Rashi

 Signature of Authorized Person

Rashi Shamshabad

 Name of Authorized Person

innoSoul, Inc.

 Name of Company

05/01/2025

 Date

DISCRIMINATION AGAINST FIREARMS ENTITIES OR FIREARMS TRADE ASSOCIATIONS

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

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

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

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

Check one of the following:

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

-OR-

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



Signature of Authorized Person

Rashi Shamshabad

Name of Authorized Person

innoSoul, Inc.

Name of Company

05/01/2025

Date

BOYCOTTING OF CERTAIN ENERGY COMPANIES

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

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

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

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

Check one of the following:

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

-OR-

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



Signature of Authorized Person

Rashi Shamshabad

Name of Authorized Person

innoSoul, Inc.

Name of Company

05/01/2025

Date

APPENDIX E
DEBARMENT CERTIFICATION

Rashi Shamshabad being duly
(Name of certifying official)
sworn or under penalty of perjury under the laws of the United States, certifies that neither

innoSoul, Inc., nor its principals
(Name of lower tier participant)
are presently:

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

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

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

EXCEPTIONS:

None



Signature of Certifying Official
President

Title
05/01/2025

Date of Certification

Form 1734
Rev.10-91
TPFS