

# 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

**Synkriom Inc. ("Contractor")**  
**30 Knightsbridge Rd., Suite 525**  
**Piscataway, NJ 08854**

#### 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 Percentage discounts for items in Appendix A represent the minimum discounts provided for each item within the category offered by the Contractor. Contractor and Participating Entity may mutually agree to a greater percentage discount for any item covered under this agreement.

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

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

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

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

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

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

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

## **ARTICLE VII REPRESENTATION AND WARRANTIES**

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

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

## ARTICLE VIII CONFIDENTIAL INFORMATION AND OWNERSHIP

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

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

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

## ARTICLE IX GENERAL PROVISIONS

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

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

If to Contractor:

**Synkriom Inc.**

**Attn:** Komal Dangi

30 Knightsbridge Rd., Suite 525

Piscataway, NJ 08854

**Phone:** 732-961-5233

**Email:** [komal@synkriom.com](mailto:komal@synkriom.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).
- i. 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.

Synkriom Inc.



Signature

Date

Komal Dangi

Printed Name

CEO

Title

North Central Texas Council of Governments

Signed by:

 5/14/2025

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.



## 6. Technical Proposal

Synkriom is proud to present a comprehensive and professional response to the RFP, aligning our advanced AI solutions, Veriklick and Intelizen, with the deliverables outlined in Section 5.1 and the specifications, objectives, and technical requirements in Section 5.0. Our approach integrates cutting-edge AI capabilities with best practices in automation, analytics, and data governance to address the challenges and achieve the goals of NCTCOG and its member entities.

### 6.1 Project Deliverables

Synkriom’s AI solutions address all project deliverables outlined in Section 5.1, ensuring optimal functionality, scalability, and sustainability for government operations.

Deliverable	Proposed Solution	Capabilities and Features
5.1.1: Strategic Planning and Policy Analysis	Synkriom’s Intelizen platform provides advanced analytics for data-driven policy evaluation and long-term strategic planning.	<ul style="list-style-type: none"><li>• Dynamic dashboards visualize trends, governance metrics, and operational KPIs for informed decision-making.</li><li>• Predictive models simulate the outcomes of policy scenarios to evaluate potential impacts and risks.</li></ul>
5.1.2: Workflow Automation	Veriklick streamlines repetitive workflows, including permit applications, inspection scheduling, and document management.	<ul style="list-style-type: none"><li>• RPA-powered systems reduce manual errors and accelerate task execution.</li><li>• AI ensures task prioritization and optimized resource allocation for workflow efficiency.</li></ul>
5.1.3: Citizen Engagement	Veriklick employs conversational AI to facilitate 24/7 multilingual communication between citizens and government entities.	<ul style="list-style-type: none"><li>• AI-powered chatbots respond to citizen inquiries related to utilities, permits, and events.</li><li>• NLP capabilities ensure accurate intent recognition and personalized assistance.</li></ul>
5.1.4: Resource Optimization	Intelizen optimizes resource allocation across departments by leveraging predictive analytics and real-time data insights.	<ul style="list-style-type: none"><li>• Live monitoring of resource utilization helps identify inefficiencies and optimize allocation.</li><li>• Scalable solutions adapt to changing operational demands, ensuring consistent performance.</li></ul>
5.1.5: Real-Time Analytics and Reporting	Intelizen provides actionable insights through real-time analytics, enabling proactive decision-making and compliance tracking.	<ul style="list-style-type: none"><li>• Automated anomaly detection identifies irregularities in data patterns, improving operational transparency.</li></ul>



		<ul style="list-style-type: none"> <li>Stakeholder-specific dashboards offer customizable views to monitor progress and KPIs.</li> </ul>
<b>5.1.6: Training and Knowledge Transfer</b>	Synkriom delivers role-specific training and structured workshops to ensure smooth adoption and long-term usability of solutions.	<ul style="list-style-type: none"> <li>Training materials, interactive sessions, and user guides empower staff to operate AI systems confidently.</li> <li>Knowledge transfer plans facilitate independent system maintenance post-implementation</li> </ul>
<b>5.1.7: Compliance and Ethical AI Adoption</b>	Governance frameworks integrated into the solution ensure adherence to regulatory standards and ethical AI practices.	<ul style="list-style-type: none"> <li>GDPR, HIPAA, and CCPA compliance is embedded in all workflows and processes.</li> <li>Continuous monitoring ensures algorithm fairness and mitigates potential biases</li> </ul>

## 6.2 Alignment with Objectives

Our solution is designed to address the specific operational objectives outlined in Section 5.0 with precision and innovation.

Objective	Proposed Solution	Capabilities and Features
<b>Administration</b>	Intelizen delivers real-time data aggregation and performance analysis to support administrative decision-making.	<ul style="list-style-type: none"> <li>Policy modeling tools predict the impact of decisions.</li> <li>Real-time dashboards monitor administrative KPIs and alignment with organizational goals.</li> </ul>
<b>Development Services</b>	Veriklick automates key development workflows such as permitting and inspection scheduling, and reducing processing time.	<ul style="list-style-type: none"> <li>Citizens receive automated updates on application status.</li> <li>Task prioritization ensures timely service delivery.</li> </ul>
<b>Event Centers</b>	Veriklick enhances event planning with AI-driven resource scheduling and personalized attendee engagement tools.	<ul style="list-style-type: none"> <li>Ticketing workflows and resource allocation are optimized to streamline event execution.</li> </ul>
<b>Economic Development</b>	Intelizen employs predictive analytics to attract investments and prioritize resources for economic growth.	<ul style="list-style-type: none"> <li>Analyzes market trends and economic indicators to identify high-growth opportunities.</li> </ul>
<b>Finance and Budget</b>	Intelizen ensures real-time tracking of budget utilization and provides anomaly	<ul style="list-style-type: none"> <li>Predictive models identify potential cost overruns and inefficiencies.</li> </ul>



	detection to prevent financial risks.	<ul style="list-style-type: none"> <li>Dynamic reporting tools support long-term financial planning.</li> </ul>
<b>Human Resources (HR)</b>	Veriklick automates recruitment workflows, improving efficiency and accuracy in candidate evaluation.	<ul style="list-style-type: none"> <li>AI-driven interviews and sentiment analysis enhance hiring decisions.</li> <li>Automated onboarding ensures seamless integration of new hires.</li> </ul>
<b>Information Technology and Cybersecurity (IT)</b>	Veriklick automates IT support workflows, while Intelizen assists with proactive cybersecurity threat detection and response.	<ul style="list-style-type: none"> <li>AI automates common IT helpdesk issues and escalates complex cases efficiently.</li> <li>Real-time threat monitoring reduces the risk of security breaches</li> </ul>
<b>Library Services</b>	Veriklick enhances user interaction with AI-powered catalog searches and personalized resource recommendations.	<ul style="list-style-type: none"> <li>Chatbots assist users in finding library materials quickly and accurately.</li> </ul>
<b>Municipal Courts</b>	Veriklick streamlines case management and automates routine administrative processes for efficiency.	<ul style="list-style-type: none"> <li>Automates legal document management and citizen notifications.</li> </ul>
<b>Parks and Recreation</b>	Intelizen optimizes scheduling and program management for recreational activities and facility use.	<ul style="list-style-type: none"> <li>Analyzes trends in activity participation to tailor offerings to community needs.</li> </ul>
<b>Public Works</b>	Intelizen improves project scheduling and resource allocation for infrastructure management.	<ul style="list-style-type: none"> <li>Real-time dashboards track project timelines, resource utilization, and citizen notifications.</li> </ul>
<b>Utility Billing</b>	Veriklick automates billing inquiries and provides citizens with real-time updates on consumption and payments.	<ul style="list-style-type: none"> <li>AI chatbots handle common billing questions, while anomaly detection flags unusual usage patterns.</li> </ul>
<b>Visitors Bureau</b>	Veriklick enhances visitor engagement with AI-driven recommendations and itinerary planning.	<ul style="list-style-type: none"> <li>Analyzes visitor preferences to optimize tourism management.</li> </ul>



6.3 Alignment with Criteria

Synkriom’s AI solutions align with all technical and operational criteria outlined in the RFP.

Criterion	How Synkriom Addresses It
Challenge-Specific Functionality	Tailored workflows and AI tools designed for each deliverable, including predictive maintenance, citizen engagement, and financial optimization.
Scalability	Cloud-native architecture ensures solutions scale efficiently with increasing data volumes and operational demands.
Integration	API-driven architecture and middleware ensure seamless integration with legacy systems and security frameworks.
Real-Time Analytics	Intelizen provides dynamic dashboards, real-time anomaly detection, and actionable insights for continuous improvement.
Data Security and Privacy	Multi-layered encryption, MFA, and GDPR/HIPAA/CCPA compliance safeguard sensitive data.
NLP Capabilities	Veriklick’s AI chatbots provide multilingual, conversational AI to enhance citizen interaction and system efficiency.
Accuracy	Rigorous model validation, including cross-validation and real-world testing, ensures high accuracy and reliability.
Algorithm Transparency	Algorithms are bias-audited, documented, and validated for ethical and transparent usage.
Continuous Improvement	Feedback loops, adaptive algorithms, and iterative updates drive ongoing enhancements and optimization.
Interoperability	Open standards and future-ready architecture ensure compatibility with existing and evolving systems.
Quality Control	Comprehensive testing, real-time monitoring, and robust validation frameworks maintain consistent and reliable performance.

Powered by Veriklick and Intelizen, our solutions integrate advanced automation, analytics, and compliance frameworks to transform operations, enhance decision-making, and improve citizen engagement for NCTCOG and its member entities.

6.4 Technical Approach

Synkriom, Inc. presents a detailed technical approach that leverages Veriklick and Intelizen to deliver scalable, secure, and user-friendly AI solutions. This approach incorporates robust methodologies, seamless integration strategies, and comprehensive accessibility features to ensure a transformative impact across NCTCOG and its entities.

6.4.1 Methodologies for Design and Development

Synkriom's design methodology combines iterative development with a user-centric focus. Veriklick enhances task automation and user interaction through its AI-powered natural language processing (NLP) capabilities, while Intelizen provides advanced analytics for operational decision-making. Our approach ensures each entity's workflows are optimized and scalable for future needs.



Aspect	Details
Human-Centered Design	<ul style="list-style-type: none"><li>• Focused on creating intuitive interfaces tailored to user workflows.</li><li>• Utilize Veriklick to streamline user interaction through AI-powered conversational capabilities.</li><li>• Leverage Intelizen for actionable insights and real-time data visualization.</li></ul>
Data-Driven Development	<ul style="list-style-type: none"><li>• Intelizen preprocesses, cleanses, and validates datasets for high-quality AI model inputs.</li><li>• Develop predictive and prescriptive analytics tailored to operational goals (e.g., forecasting, anomaly detection).</li></ul>
Agile Framework	<ul style="list-style-type: none"><li>• Iterative Sprints for delivering incremental features and collecting continuous feedback.</li><li>• Functional prototypes to validate designs, refine workflows, and reduce implementation risks.</li></ul>
AI Model Training	<ul style="list-style-type: none"><li>• Domain-specific AI models for tasks like predictive maintenance, fraud detection, and natural language understanding.</li><li>• Rigorous validation through A/B testing and cross-validation techniques to ensure performance and accuracy.</li></ul>
Testing and Quality Assurance	<ul style="list-style-type: none"><li>• Conduct end-to-end testing, including unit, integration, and user acceptance testing (UAT).</li><li>• Simulate high-load environments to ensure reliability and scalability.</li></ul>

6.4.2 Integration Strategies with Existing Government Systems

Synkriom’s integration strategy leverages Veriklick to automate workflows and enhance user interactions across systems, while Intelizen ensures that analytics and reporting are seamlessly integrated with existing IT infrastructure. *For instance, public works management systems can benefit from Intelizen’s dynamic dashboards, while utility billing systems can adopt Veriklick for automated customer support.*

Integration Aspect	Details
API-Driven Architecture	<ul style="list-style-type: none"><li>• Use RESTful and GraphQL APIs for real-time data exchange between Veriklick, Intelizen, and existing platforms (e.g., HR, case management, billing systems).</li></ul>
Middleware for Legacy Systems	<ul style="list-style-type: none"><li>• Adapt existing security frameworks like Mobile Device Management (MDM), Identity and Access Management (IAM), and Security Information and Event Management (SIEM).</li></ul>
Data Synchronization	<ul style="list-style-type: none"><li>• Enable real-time synchronization of data across systems via Intelizen to maintain consistency and accuracy.</li><li>• Use secure ETL pipelines for seamless migration of historical data.</li></ul>
Data Synchronization	<ul style="list-style-type: none"><li>• Enable real-time synchronization of data across systems via Intelizen to maintain consistency and accuracy.</li></ul>



	<ul style="list-style-type: none"><li>• Use secure ETL pipelines for seamless migration of historical data.</li></ul>
Security Integration	<ul style="list-style-type: none"><li>• Implement multi-factor authentication (MFA) and role-based access control (RBAC) for all integrated systems.</li><li>• Comply with GDPR, HIPAA, and public sector security standards.</li></ul>
Interoperability Testing	<ul style="list-style-type: none"><li>• Conduct rigorous interoperability testing to validate compatibility with existing systems and adherence to open standards.</li><li>• Ensure seamless data sharing and functionality across platforms.</li></ul>

6.4.3 User-Friendliness and Accessibility Considerations

The solution’s user-centric design ensures ease of use for all stakeholders, from administrators to citizens. Veriklick enables interactive user engagement via AI chatbots, providing immediate assistance for tasks like permit applications or event registrations. Meanwhile, Intelizen delivers actionable insights through user-friendly dashboards, enhancing operational transparency.

Aspect	Details
Intuitive Interfaces	<ul style="list-style-type: none"><li>• Veriklick offers AI-powered conversational interfaces that simplify complex workflows for both administrators and end-users.</li><li>• Intelizen provides customizable dashboards with real-time insights tailored to user roles.</li></ul>
Accessibility Standards	<ul style="list-style-type: none"><li>• Complies with WCAG 2.1 guidelines to ensure usability for individuals with disabilities:<ul style="list-style-type: none"><li>◦ High-contrast visual designs for visually impaired users.</li><li>◦ Keyboard navigation for users with mobility challenges.</li><li>◦ Multilingual support for diverse populations.</li></ul></li></ul>
Training Programs	<ul style="list-style-type: none"><li>• - Conduct workshops to train users on Veriklick’s AI capabilities and Intelizen’s analytics tools.</li><li>• Provide guided tutorials, video demonstrations, and self-paced learning resources.</li></ul>
Helpdesk and Feedback	<ul style="list-style-type: none"><li>• Use Veriklick-powered chatbots to provide real-time support and resolve user queries efficiently.</li><li>• Gather user feedback through Intelizen’s embedded tools to refine and improve functionalities</li></ul>

Synkriom’s technical approach, powered by Veriklick and Intelizen, is designed to address the unique requirements of NCTCOG and its member entities. By combining robust methodologies, seamless integration strategies, and accessibility-focused design, this approach ensures transformative efficiency, compliance, and long-term sustainability. Let us know if further details or refinements are needed!





6.4.4 Performance Metrics

Synkriom, Inc. is committed to delivering AI solutions that align with the strategic goals of NCTCOG and its entities. To ensure success, we establish a robust performance measurement framework, including clearly defined Key Performance Indicators (KPIs), accuracy validation mechanisms, and continuous improvement strategies

Key Performance Indicators (KPIs)

Deliverable	Key Performance Indicators (KPIs)
Discovery and Needs Assessment	<ul style="list-style-type: none"><li>Stakeholder engagement satisfaction rate (target: 90% or higher).</li><li>Timely delivery of comprehensive needs assessment reports.</li></ul>
Feasibility Study and Use Case Prioritization	<ul style="list-style-type: none"><li>Alignment of prioritized use cases with strategic goals (target: 100%).</li><li>Compliance review pass rate for all identified use cases.</li></ul>
AI Strategy and Roadmap Development	<ul style="list-style-type: none"><li>Timely completion of the 5-Year AI Roadmap (target: 100%).</li><li>Stakeholder approval rate for proposed governance frameworks (target: 95%).</li></ul>
Pilot Implementation and Support	<ul style="list-style-type: none"><li>Success rate of pilot projects achieving predefined objectives (target: 90%).</li><li>Scalability readiness of pilot solutions (target: 95%).</li></ul>
Training and Capacity Building	<ul style="list-style-type: none"><li>Participant satisfaction in training programs (target: 90% or higher).</li><li>Adoption rate of AI tools among end-users (target: 85%).</li></ul>
Final Project Evaluation	<ul style="list-style-type: none"><li>Positive impact on operational efficiency (target: 20% improvement or higher).</li><li>Stakeholder satisfaction rate with final project outcomes (target: 95%).</li></ul>
Deliverable	<ul style="list-style-type: none"><li>Key Performance Indicators (KPIs)</li></ul>
Discovery and Needs Assessment	<ul style="list-style-type: none"><li>Stakeholder engagement satisfaction rate (target: 90% or higher).</li><li>Timely delivery of comprehensive needs assessment reports.</li></ul>

Ensuring Accuracy and Reliability

Synkriom employs advanced methodologies to maintain the accuracy and reliability of the AI solutions throughout their lifecycle.

- Validation Framework:** Use k-fold cross-validation during AI model development to ensure high accuracy and prevent overfitting. Implement A/B testing to compare new features or enhancements against baseline performance.
- Real-Time Monitoring:** Continuously monitor the accuracy of predictions, recommendations, and system outputs using Intelizen’s real-time analytics. Flag and address anomalies through automated alerts powered by Veriklick’s monitoring capabilities.



- **Performance Audits:** Conduct periodic system audits to evaluate model performance against benchmarks and KPIs. Validate data integrity and model outcomes against real-world scenarios.
- **Data Quality Management:** Ensure the AI models are trained on high-quality, anonymized datasets to minimize bias and enhance reliability. Regularly update training datasets to reflect changing operational trends.

Approaches to Continuous Improvement

Synkriom adopts a systematic approach to ensure the continuous improvement of its AI solutions, prioritizing adaptability and sustained performance. Feedback is a critical component of this process, with Veriklick incorporating dynamic mechanisms to collect real-time user input directly from interactions. Intelizen complements this by analyzing operational and interaction data to identify trends, gaps, and opportunities for optimization. Regular stakeholder workshops further refine the solution, incorporating qualitative feedback to align improvements with user expectations.

AI model maintenance is central to this strategy. Models are regularly retrained with updated datasets to maintain accuracy and relevance. Synkriom leverages adaptive learning algorithms, enabling the system to evolve based on user behavior and interaction patterns. This ensures that the AI remains effective as operational conditions and data environments change.

Additionally, Synkriom continuously monitors automated workflows and refines them to optimize performance. Historical performance data informs enhancements, particularly for critical use cases such as predictive maintenance, anomaly detection, and workflow automation. Governance frameworks are reviewed periodically to align with new regulations, such as **GDPR** and **HIPAA**, ensuring compliance with data security and ethical standards.

To benchmark performance, Synkriom compares its solutions against industry standards, conducting peer reviews and engaging external audits to validate the quality of its offerings. This commitment to iterative improvement ensures the AI solutions remain robust, reliable, and aligned with organizational goals.

Reporting and Transparency Framework

Reporting Aspect	Details
Real-Time Dashboards	<ul style="list-style-type: none"><li>• Intelizen generates live dashboards displaying key metrics such as accuracy, operational efficiency, and system utilization.</li></ul>
Monthly Performance Updates	<ul style="list-style-type: none"><li>• Summary of detected anomalies, corrective actions, and the overall status of AI system performance provided to stakeholders.</li></ul>
Quarterly Reports	<ul style="list-style-type: none"><li>• Comprehensive updates on progress against KPIs, new feature implementations, system upgrades, and alignment with organizational goals.</li></ul>
Annual Impact Assessments	<ul style="list-style-type: none"><li>• Quantifies improvements in efficiency, cost savings, and user engagement. Includes metrics like task completion time reductions and increased adoption rates.</li></ul>
Algorithm Transparency	<ul style="list-style-type: none"><li>• Detailed documentation of AI models, including training datasets, validation results, and steps taken to mitigate bias and ensure fairness.</li></ul>



Stakeholder Presentations	<ul style="list-style-type: none"><li>Scheduled presentations to review impact assessments, performance metrics, and future recommendations for sustained improvements.</li></ul>
---------------------------	---

Synkriom’s robust frameworks for continuous improvement and transparent reporting ensure that stakeholders are engaged, informed, and confident in the performance of the AI solutions. These approaches foster trust, drive innovation, and align outcomes with organizational goals.

6.4.5 Risk Management

Synkriom recognizes the importance of proactively identifying, assessing, and addressing potential risks associated with the proposed AI solutions. Below is a detailed outline of potential risks and our strategies for mitigating them.

Potential Risks and Mitigation Strategies

Risk	Description	Mitigation Strategy
Data Security Breaches	<ul style="list-style-type: none"><li>Unauthorized access to sensitive data during processing, storage, or transmission.</li></ul>	<ul style="list-style-type: none"><li>Implement end-to-end encryption (AES-256) for data at rest and in transit.</li><li>Use multi-factor authentication (MFA) and role-based access control (RBAC) to restrict data access.</li></ul>
Data Quality Issues	<ul style="list-style-type: none"><li>Inaccurate, incomplete, or inconsistent data leading to unreliable AI outputs.</li></ul>	<ul style="list-style-type: none"><li>Conduct data quality checks and validation using Intelizen.</li><li>Preprocess and clean data during initial setup and maintain continuous data integrity monitoring</li></ul>
Bias in AI Models	<ul style="list-style-type: none"><li>AI outputs reflecting unintended biases due to biased training datasets.</li></ul>	<ul style="list-style-type: none"><li>Use diverse and representative datasets during model training.</li><li>Regularly audit AI models for bias and fairness using established validation frameworks</li></ul>
Integration Challenges	<ul style="list-style-type: none"><li>Compatibility issues with legacy systems or operational disruptions during integration.</li></ul>	<ul style="list-style-type: none"><li>Develop middleware to bridge gaps between legacy systems and modern AI tools.</li><li>Conduct comprehensive interoperability testing prior to deployment.</li></ul>
Operational Downtime	<ul style="list-style-type: none"><li>Downtime during system implementation or updates affecting productivity.</li></ul>	<ul style="list-style-type: none"><li>Plan phased rollouts to minimize disruptions.</li><li>Maintain a robust disaster recovery plan (DRP) for quick resolution of system failures</li></ul>
User Adoption and Resistance	<ul style="list-style-type: none"><li>Resistance from staff or stakeholders to adopting new AI solutions.</li></ul>	<ul style="list-style-type: none"><li>Conduct tailored training programs to ensure comfort and proficiency with the solution.</li></ul>





		<ul style="list-style-type: none"><li>• Incorporate user feedback to refine interfaces and improve usability</li></ul>
Regulatory Non-Compliance	<ul style="list-style-type: none"><li>• Failure to meet regulations such as GDPR, HIPAA, or CCPA, resulting in fines or reputational damage.</li></ul>	<ul style="list-style-type: none"><li>• Align development and operations with data privacy and security standards.</li><li>• Maintain audit trails and compliance documentation for regulatory reviews.</li></ul>
Overfitting or Model Drift	<ul style="list-style-type: none"><li>• AI models losing accuracy over time due to changing data patterns or operational environments.</li></ul>	<ul style="list-style-type: none"><li>• Implement periodic model retraining using fresh datasets.</li><li>• Monitor model performance continuously and apply updates as needed.</li></ul>
Scalability Limitations	<ul style="list-style-type: none"><li>• Challenges in scaling the solution as data volumes and user interactions grow.</li></ul>	<ul style="list-style-type: none"><li>• Design the system with cloud-native architecture for scalability.</li><li>• Regularly monitor performance under high-load conditions and optimize resource allocation</li></ul>

Risk Monitoring and Mitigation Framework

Synkriom employs a structured framework to monitor and mitigate risks throughout the lifecycle of the proposed AI solutions. This framework emphasizes proactive identification, continuous assessment, and timely resolution of potential risks, ensuring uninterrupted operations and compliance with regulatory standards.

Risk Identification

The first step involves identifying potential risks through collaborative workshops and detailed analyses:

- **Stakeholder Workshops:** Engage cross-functional teams to identify operational, technical, and data-related risks.
- **Scenario Analysis:** Simulate potential failure scenarios to uncover vulnerabilities in integration, data management, and scalability.
- **Historical Data Review:** Leverage historical data to identify recurring challenges and areas of concern.

Risk Assessment

Once identified, risks are assessed for their impact and likelihood using a structured prioritization matrix.

Risk Priority	Impact	Likelihood	Examples
Critical	Significant operational disruption	High	Data breaches, system downtime during rollout.
Moderate	Moderate impact on operations	Medium	Model drift, user adoption challenges.
Low	Minor disruption with limited impact	Low	Non-critical bugs, minor integration delays.



Risk Categorization

- **Critical Risks:** Addressed immediately with robust mitigation plans.
- **Moderate Risks:** Monitored closely with contingency plans in place.
- **Low Risks:** Documented and managed as part of routine operations.

Risk Logs

Synkriom maintains detailed logs for all identified risks, tracking mitigation actions, progress, and outcomes. Each log entry includes:

- Risk description.
- Impact and likelihood assessment.
- Assigned risk owner for accountability.
- Mitigation measures and timelines for resolution.

Stakeholder Communication

Regular communication ensures stakeholders are informed about risk status and mitigation efforts.

Report Type	Content	Frequency
Monthly Risk Updates	Summary of identified risks, ongoing mitigation efforts, and resolved issues.	Monthly
Quarterly Risk Reviews	In-depth analysis of risk trends, effectiveness of mitigation strategies, and updates to the risk management plan.	Quarterly
Incident Reports	Detailed reports on critical incidents, including root-cause analysis, resolution steps, and preventive measures.	As needed (post-event)

Audit and Review

- **External Audits:** Independent reviews validate the effectiveness of risk management practices and ensure adherence to compliance standards.
- **Continuous Monitoring:** Intelizen dashboards provide real-time monitoring of key risk indicators, enabling rapid identification and resolution of emerging threats.
- **Lessons Learned:** Synkriom conducts retrospective analyses to incorporate lessons from past incidents into future mitigation strategies.

6.5 Compliance Statement

Synkriom is fully committed to adhering to all applicable data privacy regulations, security standards, and ethical guidelines. Our solutions align with global and local frameworks, including GDPR, HIPAA, NIST Cybersecurity Framework, and SOC 2. By embedding compliance into every phase of our operations, we ensure the secure, ethical, and lawful processing of data, meeting the rigorous standards expected by public sector entities.

## Maintaining Compliance

### 1) Data Governance

- Implement clear policies for data encryption, anonymization, and retention to safeguard sensitive information.
- Conduct regular audits and reviews to ensure adherence to regulatory requirements and organizational policies.

### 2) Secure Solution Design

- Adopt "Privacy by Design" principles, embedding data protection and security into the architecture and development of all solutions.
- Use secure coding practices and perform static and dynamic code analysis to identify and mitigate vulnerabilities.

### 3) Access Control and Authorization

- Employ role-based access controls (RBAC) to restrict access based on user roles and responsibilities.
- Implement multi-factor authentication (MFA) and advanced identity management solutions for secure system access.

### 4) Continuous Monitoring and Risk Management

- Utilize automated tools and SIEM (Security Information and Event Management) systems for real-time monitoring of threats and vulnerabilities.
- Proactively identify and mitigate risks with continuous compliance tracking and reporting mechanisms.

### 5) Workforce Training and Awareness

- Provide regular training sessions to ensure all personnel understand data privacy regulations, security standards, and compliance protocols.
- Foster a culture of security awareness to minimize risks associated with human error.

### 6) Documentation and Reporting

- Maintain comprehensive compliance documentation, including risk assessments, incident response plans, and data flow diagrams.
- Ensure audit readiness through detailed record-keeping and transparent reporting to regulatory authorities.



## 7. Pricing

---

Synkriom, Inc. has provided detailed pricing information in **Exhibit 1**, which includes cost breakdowns for our proprietary tools, Veriklick and Intelizen. Please note that these prices are indicative and subject to change based on the specific requirements and customizations necessary for each proposed solution.

*Our pricing structure is designed to remain flexible and scalable, ensuring alignment with the unique needs and operational objectives of NCTCOG and its member entities.*

## 8. Proposed Value-Add – 5 additional points.

### 8.1 Value Proposition

Synkriom delivers unparalleled value to public sector organizations through its cutting-edge AI-driven platform VeriKlick and our solution Intelizen. These transformative solutions extend beyond the primary scope of the RFP, enhancing efficiency, ensuring compliance, and enabling data-driven decision-making, making them indispensable tools for modern governance.

#### Intelizen: Advanced Workflow Optimization and Compliance Management

Intelizen is a sophisticated AI solution designed to optimize and streamline complex workflows for public sector entities. By leveraging advanced AI technologies, Intelizen addresses administrative challenges with precision, scalability, and security.

##### Key Features and Benefits:

- **Efficiency Through Automation:** Streamlines critical workflows, including approval processes and compliance checks, reducing manual intervention and operational bottlenecks.
- **Natural Language Processing (NLP):** Analyzes and interprets complex documents, ensuring accuracy, identifying inconsistencies, and recommending compliant alternatives.
- **Comprehensive Compliance Management:** Ensures adherence to legal, regulatory, and organizational standards, mitigating risks and enhancing accountability.
- **Centralized Data Repository:** Provides a secure, centralized, and searchable repository for managing critical documents and data, improving accessibility and collaboration.
- **Customizable and Scalable:** Tailors features to meet the unique and evolving requirements of public sector operations, ensuring long-term adaptability.
- **Actionable Analytics:** Offers real-time insights and performance metrics to support data-driven decisions and optimize operational outcomes.

#### VeriKlick: Revolutionizing Public Sector Recruitment with AI

VeriKlick is Synkriom's innovative AI-powered recruitment platform, purpose-built to streamline and enhance the talent acquisition process for public sector entities.

##### Key Features and Benefits:

- **AI-Powered Resume Screening:** Employs NLP to analyze resumes and match candidates with specific job requirements, ensuring that the most qualified individuals are shortlisted.
- **Skill Assessment and Benchmarking:** Conducts tailored AI-driven assessments, benchmarking candidates' skills against industry standards to ensure excellence.
- **Candidate Verification:** Enhances hiring integrity through multi-factor authentication, including biometric verification and live interviews.
- **Real-Time Collaboration:** Enables seamless interaction between hiring managers and recruiters, fostering alignment and decision-making efficiency.

#### How Intelizen and VeriKlick Drive Public Sector Success

- **Operational Excellence:** Intelizen automates workflow processes, while VeriKlick streamlines recruitment, significantly reducing administrative overhead and enhancing efficiency.

- **Regulatory Compliance:** Both platforms integrate robust compliance mechanisms—Intelizen for operational workflows and Veriklick for hiring protocols—ensuring alignment with stringent regulatory standards.
- **Scalability and Customization:** Fully adaptable to the unique and evolving demands of public sector organizations, both platforms are built for scalability and tailored solutions.
- **Enhanced Decision-Making:** Intelizen's advanced analytics drive informed policy and operational decisions, while Veriklick's AI-powered assessments optimize talent acquisition outcomes.
- **Cost and Time Optimization:** By automating manual, time-intensive tasks and improving process accuracy, both platforms deliver significant cost savings and expedited results.

### Why Choose Synkriom?

Synkriom stands out as a trusted partner for public sector organizations, offering solutions that combine technological innovation with deep expertise in operational excellence.

- Intelizen delivers advanced workflow optimization and compliance management, enabling public sector entities to operate more efficiently and effectively.
- Veriklick enhances talent acquisition processes with AI-driven precision, ensuring organizations recruit the most qualified professionals for their needs.





## APPENDIX A.1

### Pricing for TXShare Cooperative Purchase Program Participants

#### Quick summary of BAFO enhancements

Area	Original	BAFO Enhancements
Pricing	Standard Pricing	5% discount overall + additional 2% discount for multi-entity adoption
Training	2 sessions	4 sessions total (2 additional sessions at no extra cost)
Support	90 days	120 days free post-implementation support
Features	Basic upgrades	Free VeriKlick upgrade Free Intelizen Advanced Analytics (6 months)
Account Management	Standard	Dedicated NCTCOG Account Manager Quarterly Business Reviews (QBRs)

### 1.1 Pricing Enhancements

Discounted Rates	We propose a 5% overall reduction on our originally submitted pricing across all solution modules, including VeriKlick and Intelizen.
Volume-Based Discount	An additional 2% discount if NCTCOG or its members commit to multi-entity adoption or purchase across multiple departments.
Free Initial Setup	We will waive any setup or onboarding fees for the first two departments or use cases adopted within the first six months.

### 1.2 Service Enhancements

Additional Free Training Sessions	Beyond our original commitment, we will offer two additional training workshops (virtual or onsite) at no extra cost to ensure smooth adoption across departments.
Extended Support Window	We propose extending free post-implementation support from 90 days to 120 days after go-live for NCTCOG users.

### 1.3 Value-Added Services

VeriKlick AI Upgrade	Free upgrade to the next VeriKlick release (including enhanced biometric authentication and AI benchmarking features) within the first year at no additional cost.
Intelizen Advanced Analytics Bundle	Free access to Advanced Reporting Dashboards for six months, enabling deeper operational insights and predictive analytics without added licensing fees.

### 1.4 Commitment to Partnership

Synkriom is fully committed to being a long-term technology partner for NCTCOG and its member entities. To that end, we are prepared to offer:

- Dedicated Account Manager specifically for NCTCOG.
- Quarterly Business Reviews (QBRs) to continuously assess and optimize performance and satisfaction at no additional cost.

Intelizen Discount Offering			
Description	Add additional description if necessary:	% Discount	Notes/Comments
<b>1. Software Licensing and Subscription Costs:</b> Provide the cost breakdown for software licenses, subscriptions, or any other software-related fees.	Base Licence Fees - Upto 10000 users	5%	Includes all core features like billing automation, payment tracking, and usage insights.
	Large Scale Utilities (50,000+ users)	5%	Fixed cost covering enterprise-grade scalability.
<b>2. Implementation and Customization Costs:</b> Outline the costs related to the implementation of the AI solution, including setup, integration with existing systems, customization, and deployment.	Initial Setup and Configuration	5%	Covers IoT smart meter integration, data migration, and API setup.
	Advanced Customization	5%	
<b>3. Training and Support Costs:</b> Include costs for training government staff, technical support, and customer service, both during and after implementation.	Online Training	5%	Virtual training sessions for staff
	Onsite Training	5%	Includes trainer travel and in-person training sessions
	Annual Technical Support	5%	24/7 premium support for troubleshooting and updates
<b>4. Ongoing Maintenance and Updates:</b> Provide costs for ongoing software maintenance, updates, and any regular services required to keep the AI system running smoothly.	Annual Maintenance	5%	Covers software updates, bug fixes, and system optimization. Ensures consistent functionality and compliance with standards.
	AI Model Optimization	5%	Annual retraining of anomaly detection and forecasting models. Critical to maintain predictive accuracy and fraud detection.
	Security Updates	5%	Regular compliance updates and cybersecurity monitoring
<b>5. Optional Add-Ons or Features:</b> List any additional features or services available that are not included in the core proposal but can be added at an additional cost.	Fraud Detection Module	5%	AI-powered tools for identifying billing anomalies and fraud
	Advanced Analytics Dashboard	5%	Custom dashboards for utility usage and payment tracking
	Carbon Footprint Tracking	5%	Tools for displaying environmental impact to customers
<b>Summarize the Total Cost of Ownership (TCO), which includes all</b>	25k users over 5 years	5%	and optional add-ons.
<b>7. Additional Costs (if applicable):</b> 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.	Custom API Development	5%	For unique integrations or workflows
	Additional Travel and Lodging	5%	Applicable for onsite visits

Veriklick Discount Offering			
Description	Add additional description if necessary:	% Discount	Notes/Comments
<b>1. Software Licensing and Subscription Costs:</b> Provide the cost breakdown for software licenses, subscriptions, or any other software-related fees.	Base Licence Fees - Upto 10000 users	5%	Includes all core features like personalized itineraries, recommendations, and data analytics.
	Large Scale Utilities (500000 visitors annually)	5%	Fixed cost covering high-traffic visitor platforms.
<b>2. Implementation and Customization Costs:</b> Outline the costs related to the implementation of the AI solution, including setup, integration with existing systems, customization, and deployment.	Initial Setup and Configuration	5%	Includes system installation, CRM integration, and analytics setup
	Advanced Customization	5%	Integration with travel booking, social media platforms, and AR/VR tools
<b>3. Training and Support Costs:</b> Include costs for training government staff, technical support, and customer service, both during and after implementation.	Online Training	5%	Virtual training sessions for staff
	Onsite Training	5%	Includes trainer travel and in-person training sessions
	Annual Technical Support	5%	24/7 premium support for troubleshooting and updates
<b>4. Ongoing Maintenance and Updates:</b> Provide costs for ongoing software maintenance, updates, and any regular services required to keep the AI system running smoothly.	Annual Maintenance	5%	Regular updates, bug fixes, and feature enhancements
	AI Model Optimization	5%	Updates to recommendation engines and visitor behavior analytics
	Security Updates	5%	Compliance with data privacy regulations and cybersecurity monitoring
<b>5. Optional Add-Ons or Features:</b> List any additional features or services available that are not included in the core proposal but can be added at an additional cost.	Fraud Detection Module	5%	AI-powered tools for identifying billing anomalies and fraud
	Advanced Analytics Dashboard	5%	Custom dashboards for utility usage and payment tracking
	Carbon Footprint Tracking	5%	Tools for displaying environmental impact to customers
<b>6. Total Cost of Ownership (TCO):</b> 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.	25k users over 5 years	5%	Includes licensing, implementation, training, maintenance, and optional add-ons.
<b>7. Additional Costs (if applicable):</b> 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.	Custom API Development	5%	For unique integrations or workflows
	Additional Travel and Lodging	5%	Applicable for onsite visits

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



North Central Texas Council of Governments (NCTCOG)  
Synkriom's offer to Artificial Intelligence (AI) Solutions for Public Sector Entities



10.13EXHIBIT 3

EXHIBIT 3: SERVICE DESIGNATION AREAS

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

(Exhibit 3 continued on next page)



(Exhibit 3 continued)

	<b>Nationwide Service Area Designation or Identification Form</b>		
<b>Proposing Firm Name:</b>	Synkriom Inc		
<b>Notes:</b>	<b>Indicate in the appropriate box whether you are proposing to provide service to all Fifty (50) States.</b>		
	Will service all fifty (50) states	<input checked="" type="checkbox"/>	Will not service fifty (50) states <input type="checkbox"/>
	<b>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.</b>  <b>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.</b>		
<b>Item</b>	<b>State</b>	<b>Region/MSA/City (write "ALL" if proposing to service entire state)</b>	<b>Designated as a Service Area</b>
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

[-----End of Document-----]

## 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

Komal Dangi

Name of Authorized Person

Synkriom Inc

Name of Company

5/12/2025

Date

## **APPENDIX C RESTRICTIONS ON LOBBYING**

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

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

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

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

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

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

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

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

  
\_\_\_\_\_  
Signature

CEO  
\_\_\_\_\_  
Title

Synkriom Inc  
\_\_\_\_\_  
Agency

5/9/2025  
\_\_\_\_\_  
Date

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

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

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

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

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

### Check one of the following:

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

-OR-

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

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

Komal Dangi

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

Synkriom Inc

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

5/9/2025

\_\_\_\_\_  
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.

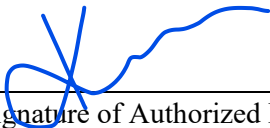
The entity identified below, through its authorized representative, hereby certifies that they have no practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and that they will not discriminate during the term of the contract against a firearm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

Komal Dangi

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

Synkriom Inc

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

05/09/25

\_\_\_\_\_  
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).

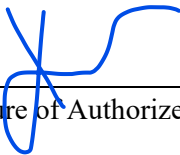
The entity identified below, through its authorized representative, hereby certifies that they do not boycott energy companies, and that they will not boycott energy companies during the term of the contract as prohibited by Chapter 809, Subtitle A, Title 8 of the Texas Local Government Code.

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

Komal Dangi

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

Synkriom Inc

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

05/09/25

\_\_\_\_\_  
Date

APPENDIX E  
DEBARMENT CERTIFICATION

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

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

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

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

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

EXCEPTIONS:

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

  
\_\_\_\_\_  
Signature of Certifying Official      CEO  
\_\_\_\_\_  
Title  
05/09/2025

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